



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, OCTOBER 17, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Presentation of Citizen Appreciation Award to Arden Gilbert

3.B Proclamation - World Polio Day

3.C Proclamation - National Fire Prevention Week

3.D Service Awards for July, August and September

3.E Promotion Ceremony for Police Captains and Lieutenants

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading - Proposed Ordinance # 23-21 - Amending the Police Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-198, DEFINITIONS; AMENDING SECTION 30-201, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT OF OPERATION OF FUND; AMENDING SECTION 30-213, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-228, SUPPLEMENTAL SHARE PLAN RETIREMENT BENEFIT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

The consent agenda is a technique designed to expedite 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 September 26, 2023 and October 3, 2023 meetings

7.B Edward Byrne Memorial Justice Assistance Grant Program FY2023

7.C Dillingham Apartments - Final Plat (DRC# SR-22-0021)

7.D Freedom Land Christian Academy Replat 1 - Final Plat (DRC# SR-23-0006)

- 7.E Authorization to purchase the annual city vehicle requirements from the State Contract, Sheriff's Contract, Cooperative Purchasing Contracts or the City's Local Bid
- 7.F Purchase of Vacant Land Contract - 50 Lakeview Drive
- 7.G Advertising Funding from Experience Kissimmee for Kissimmee Gateway Airport
- 7.H Request transfer of funds from Airport Reserves to purchase maintenance equipment
- 7.I Accept a 2022-23 Land and Water Conservation Fund Program Grant from the Florida Department of Environmental Protection for Kissimmee Lakefront Park
- 7.J Approval to submit a 2023 Florida Recreational Development Assistance Program Grant for Toho Marina at Kissimmee Lakefront Park
- 7.K Request additional funds to purchase replacement vehicle AP31 from Airport Reserves
- 7.L Resurfacing Change Order No.1 to add Dyer Boulevard Phase II to Asphalt Paving Systems Current Scope of Work

8. DISCUSSION ITEMS

- 8.A Presentation of Financial Statements for the Kissimmee Charter School for the year ended June 30, 2023
- 8.B The Haven on Vine Update - Project Next Steps
- 8.C Approval of Amended Legislative Priorities for 2024

CITY COMMISSION RECESSESS AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 8.D Purchase of Vacant Land Contract - 50 Lakeview Drive

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

9. HEAR CITY OFFICIALS

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

10. ADJOURNMENT

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

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

ITEM 3.A

Presentation of Citizen Appreciation Award to Arden Gilbert

Request

Presentation of the Citizen Appreciation Award to Arden Gilbert.

Explanation

This award is presented to Arden Gilbert in recognition of his tireless work he has put into ensuring the well-being of our environment.

Arden Gilbert, affectionately known as Gib, has been a pillar of our community since December 1, 1998, when he moved into Plantation Sub-Division. For over three years, he has walked along the brick wall of our lake, collecting and disposing of trash to keep it pristine. Gib's commitment to maintaining the cleanliness of our community is evident and his selfless efforts are a testament to his love for this city and its residents. As an avid bass fisherman, he understands the value of a clean and healthy lake.

Arden Gilbert may say he's not a hero, but his actions speak louder than words. He isn't just doing a "job"; he's actively shaping the community he calls home. His dedication, passion and unwavering commitment to keeping Kissimmee clean are qualities that deserve to be celebrated.

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Certificate_Arden Gilbert



CERTIFICATE OF RECOGNITION

PRESENTED TO

Arden Gilbert

In recognition of the tireless work put into ensuring the well-being of the environment. The City of Kissimmee values this commitment to maintaining green initiatives in our community.

Presented on October 17, 2023.

Olga González
Mayor

Olga L. Castaño
Vice Mayor

Angela Eady
Mayor Pro Tem

Carlos Alvarez III
Commissioner

Janette Martinez
Commissioner

ITEM 3.B

Proclamation - World Polio Day

Request

The request is for the Commission to present a proclamation to Wilda Belisle, President of the Rotary Club of Kissimmee West.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- World Polio Day 2023

Proclamation



WORLD POLIO DAY

WHEREAS, The Rotary Club of Kissimmee West motto, Service Above Self, inspires members to provide humanitarian service, follow high ethical standards, and promote goodwill and peace in the world; and

WHEREAS, Rotary International launched Polio Plus in 1985 and helped establish the Global Polio Eradication Initiative in 1988, which today includes the World Health Organization, the US Centers for Disease Control and Prevention, UNICEF, the Bill Gates & Melinda Gates Foundation and Gavi, the Vaccine Alliance; and

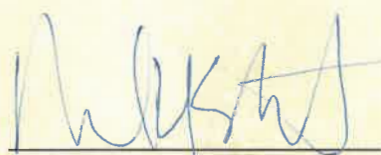
WHEREAS, Rotary International helped reduced polio cases by 99.9 percent since their first project to vaccinate children in the Philippines in 1979; and

WHEREAS, Since Rotary International and its partners launched the Global Polio Eradication Initiative in 1988, the incidence of polio plummeted from about 350,000 cases to just 5 cases in 2021. Rotary International has contributed more than \$2.4 billion to ending polio.

WHEREAS, The Rotary Club of Kissimmee West is one of 6 Rotary Clubs within Osceola County, which include Rotary Club of Kissimmee, Rotary Club of Kissimmee Bay, Rotary Club of St. Cloud, Rotary Club of Celebration and Rotary Club of Poinciana, whose members sponsor service projects to address such critical issues as poverty, health, hunger, illiteracy, and the environment in our local communities and abroad; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim October 24, 2023 as **"World Polio Day"** in the City of Kissimmee and encourage all citizens to join Rotary International in the fight for a polio-free world.

IN WITNESS, THEREOF, this is signed this 17th day of October, 2023.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Proclamation - National Fire Prevention Week

Request

The request is for the Commission to present a Proclamation to Fire Chief Jim Walls.

Explanation

N/A

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. National Fire Prevention Week 2023

Proclamation



NATIONAL FIRE PREVENTION WEEK

WHEREAS, the City of Kissimmee is committed to ensuring the safety and security of all those living in and visiting our City; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,285 people in the United States in 2022, according to the latest research from the nonprofit National Fire Protection Association (NFPA), and fire departments in the United States responded to more than 353,500 home fires; and

WHEREAS, cooking equipment is the leading cause of home structure fires and associated injuries, and the third leading cause of home fire deaths; and

WHEREAS, heating and electrical equipment and smoking materials are among the leading causes of all reported home fires; and

WHEREAS, home candle fires are reported to a US fire department every 30 minutes, on average; and

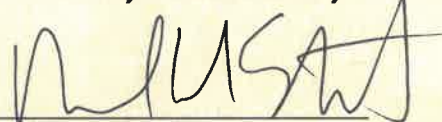
WHEREAS, working smoke alarms cut the risk of dying in reported home fires in half; and

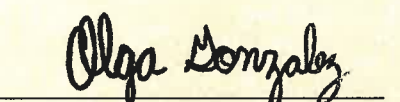
WHEREAS, automatic fire sprinkler systems cut the risk of dying in a home fire by about 80%; and

WHEREAS, the 2023 Fire Prevention Week theme is “Cooking safety starts with YOU. Pay attention to fire prevention” effectively serves to remind us all of the simple actions we can take to keep our homes and families safe from fire during Fire Prevention Week and year-round.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim October 8-14, 2023 as “**National Fire Prevention Week**” and urge all people to protect their homes and families by heeding the potentially life-saving messages of Fire Prevention Week, and support the many public safety activities and efforts of Kissimmee’s fire and emergency services.

IN WITNESS, THEREOF, this is signed this 17th day of October, 2023.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.D

Service Awards for July, August and September

Request

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

Explanation

Five	Elizabeth Acevedo	Police
	Bonnie Bell	Police
	Ulises Jimenez	Public Works & Engineering
	Brian Lopez Arroyo	Police
	Katiria Matos	Parks & Recreation
	Joshua Mila Ortiz	Police
	Carlos Otero Fosse	Public Works & Engineering
	Genesis Rodriguez	Police
	Leopoldo Roman	Police
	Barbara Strodman	Police
Ten	Tim Vanduser	Public Works & Engineering
	Megan Bezold	Police
	Justin Lunsford	Police
Fifteen	Darlene Roucoulet	Airport
	Jerrold Duncan	Public Works & Engineering
	Margareth Henao	Police
Twenty	Chris Irely	Parks & Recreation
	Julio Cabezas	Public Works & Engineering
	Kevin Palmer	Public Works & Engineering
Twenty Five	Stacy Zamfir	Human Resources & Risk Mgmt
	Camille Alicea	Police
	Brian Clyde	Police
	Kristy Stobl	Police

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.E

Promotion Ceremony for Police Captains and Lieutenants

Request

Swearing in and administering of oath for newly promoted Police Captain Ian M. Downing, Captain Michael D. Tilton, Lieutenant Charles R. Willdigg, and Lieutenant Jeinly I. Ortiz.

Explanation

Ian M. Downing was hired by the City on March 10, 2008, and has worked assignments in the Patrol, Special Operations, Criminal Investigations, and Support Services Divisions.

Michael D. Tilton was hired by the City on October 13, 1997, and has worked assignments in the Patrol, Special Operations, Criminal Investigations and Support Services Divisions.

Charles R. Willdigg was hired by the City on July 2, 2007, and has worked assignments in the Patrol, Special Operations, Criminal Investigations and Support Services Divisions.

Jeinly I. Ortiz was hired by the City on November 7, 2005, and has worked assignments in the Patrol, Special Operations, and Criminal Investigations Divisions.

Recommendation

REQUESTED CITY COMMISSION ACTION:

Department: Police
Presenter: Betty Holland

Attachment(s):

1. (S) Swearing in Oath



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



October 17, 2023

I, Ian M. Downing, having been appointed to the rank of Captain, do hereby solemnly swear, and affirm, that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Ian M. Downing
Captain

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



October 17, 2023

I, Michael D. Tilton, having been appointed to the rank of Captain, do hereby solemnly swear, and affirm, that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Michael Tilton
Captain

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



October 17, 2023

I, Charles R. Willdigg, having been appointed to the rank of Lieutenant, do hereby solemnly swear, and affirm, that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; the Rules and Regulations of the Kissimmee Police Department to the best of my ability. So help me God.

(Seal)

Charles R. Willdigg
Lieutenant

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police



CITY OF KISSIMMEE POLICE DEPARTMENT

8 N. STEWART AVENUE - KISSIMMEE, FLORIDA 34741 - 407.518.1234



October 17, 2023

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

(Seal)

Jeinly I. Ortiz
Lieutenant

ATTEST:

WITNESS:

City Clerk

Betty Holland
Chief of Police

ITEM 4.A

Public Hearing - First Reading - Proposed Ordinance # 23-21 - Amending the Police Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-198, DEFINITIONS; AMENDING SECTION 30-201, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT OF OPERATION OF FUND; AMENDING SECTION 30-213, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-228, SUPPLEMENTAL SHARE PLAN RETIREMENT BENEFIT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the First Reading of the Proposed Ordinance # 23-21 for the Police Retirement Plan.

Explanation

The proposed ordinance #23-21 and the no impact statement from the Plan's Actuary are attached for approval. The Pension Attorney prepared the proposed ordinance and the Actuary indicated that this will not have an actuarial impact on the cost of the Police Retirement Plan.

This proposed ordinance includes minor changes that accomplish the following:

- 1) Amending the definition of salary to better align the language with the Internal Revenue Code.
- 2) Allow for Board discretion on recovering inadvertent overpayments, pursuant to Secure Act 2.0.
- 3) Updating the language with the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 70½ to age 72, the applicable age provided for in the Internal Revenue Code.
- 4) Clarifies language that members who receive a refund of their accumulated contributions will forfeit their distribution of their share allocation and vice versa.

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

1. Proposed Police Ordinance 23-21
2. No Impact Statement for Proposed Ord 23-21
3. Steigerwald.09-07-23
4. Proposed ORD 23-21 - Osceola Gazette Advertisement (Publication Date 10-12-2023)

PROPOSED ORDINANCE NO. 23-21
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-198, DEFINITIONS; AMENDING SECTION 30-201, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT OF OPERATION OF FUND; AMENDING SECTION 30-213, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-228, SUPPLEMENTAL SHARE PLAN RETIREMENT BENEFIT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 30, Personnel, Article III, Employee Retirement, Division 4, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-198, Definitions, by amending the definition of Salary, to read as follows:

* * * * *

Salary.

- (1) The term "salary" means the total compensation for services rendered to the city as a police officer, reported on the member's W-2 form, including overtime, longevity pay and incentive pay, but excluding special assignment and special detail pay, and plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions lump sum payments of retroactive pay for retroactive pay raises received by a member in connection with a negotiated collective bargaining agreement shall be deemed to be salary earned during the pay period to which the retroactive payments are attributable.
- (2) For service earned after December 3, 2013 (the "effective date"), the term "salary" shall not include more than 300 hours of overtime per calendar year and shall also not include payments for accrued unused sick or annual leave; provided, however, in any event, payments for overtime in excess of 300 hours per year or accrued unused sick or annual leave accrued as of the effective date and attributable to service earned prior to the effective date, may still be included in salary for pension purposes even if the payment is not actually made until on or after the effective date. In any event, with respect to unused sick leave and unused annual leave accrued prior to the effective date, salary will include the lesser of the amount of sick or annual leave time accrued on the effective date or that actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount on the effective date.

- (3) Compensation in excess of the limitations set forth in Internal Revenue Code § 401(a)(17) as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may not exceed \$200,000.00, as adjusted for cost of living increases in accordance with Internal Revenue Code § 401(a)(17)(B). The term "compensation" means compensation during the fiscal year, and the fiscal year is considered the determination period. The cost of living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months for all members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12, as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an eligible employee shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. The term "eligible employee" means an individual who was a member before the first plan year beginning after December 31, 1995.

* * * * *

SECTION 2: That Chapter 30, Personnel, Article III, Employee Retirement, Division 4, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-201, Finances and Fund Management; Establishment and Operation of Fund, subsection (f)(10), to read as follows:

* * * * *

- (10) Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients or other parties, including the City based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

* * * * *

SECTION 3: That Chapter 30, Personnel, Article III, Employee Retirement, Division 4, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-213, Minimum Distribution of Benefits, subsection (b)(1) and subsection (b)(2)a., to read as follows:

* * * * *

(b) (1) *Required Beginning Date.*

a. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date. ~~For a member who attains age 70.5 prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age 70.5 or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age 70.5 on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains the applicable age ~~seventy-two (72)~~ or (ii) the calendar year in which the member terminates employment with the City.

b. *Applicable age.*

1. For a member who attained age 70 ½ before December 31, 2019, the applicable age is 70 ½.

2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.

3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

* * * * *

(b) (2) a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the member would have attained ~~age 70.5, (or age 72 for a member who would have attained age 70.5 after December 31, 2019)~~ the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * * * *

SECTION 4: That Chapter 30, Personnel, Article III, Employee Retirement, Division 4, Police Officers' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-228, Supplemental Share Plan Retirement Benefit, subsection (3), Distribution of Share Accounts, to read as follows:

* * * * *

(3) *Distribution of share accounts.*

a. A share plan member with ten or more years of credited service upon termination of employment shall, upon retiring from the plan under normal or early retirement, be eligible to receive a distribution of 100

percent of the balance in his share account. No benefit shall be payable to a share plan member who terminates employment with less than ten years of credited service, except as provided below. The share account balances of such non-vested terminated members shall be redistributed among all eligible members' and retirees' share accounts in the same manner as the excess premium tax revenues in the following calendar year. The designated beneficiary of a share plan member who has died shall receive the accumulated total of the member's share account balance, regardless of the member's length of service. A share plan member awarded a disability pension from the pension plan shall receive the accumulated total of his share account balance. There shall be no forfeiture of a member's share account based on the member's death, disability or termination of employment with ten or more years of credited service. Payment of share account benefits shall be by lump sum, which shall consist of the accumulated total balance of the member's share account, or, at the member's direction, the share account balance may be rolled over to another qualified plan in accordance with applicable law. Notwithstanding the above provisions of this subsection, a member who is totally or partially vested in section 30-206, shall not forfeit his share account and, upon termination of service, he shall receive the total balance in his share account in the same manner as provided above. If the member receives payment of the value of his share account balance in accordance with this subsection, the member is no longer entitled to receive a refund of his accumulated contributions. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance.

- b. All share distributions shall be made at the end of the quarter in which the member dies or terminates employment and the distribution shall equal the share account balance as of the close of the immediately preceding calendar year, plus investment earnings or losses through the end of the quarter immediately preceding the quarter in which the member dies or terminates employment, payable as soon as administratively possible following the end of the quarter.

* * * * *

SECTION 5: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Kissimmee.

SECTION 6: If any section, subsection, sentence, clause or phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 7: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 8: That this Ordinance shall become effective upon its adoption.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this _____ day of _____, 20____.

Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

August 18, 2023

VIA EMAIL

Board of Trustees
City of Kissimmee
Police Officers' Pension Board

Re: City of Kissimmee Municipal Police Officers' Retirement Fund

Dear Board:

We have reviewed the proposed Ordinance, identified on page 5 as "dm/kiss/pol/05-19-23.ord", providing for the following changes. We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program.

1. Definition of Salary amended to better align language with the Internal Revenue Code.
2. Allow for Board discretion on seeking recovery of inadvertent overpayments from the Fund.
3. Change the required distribution age from age 70 ½ to age 72.
4. Clarify that members who receive a refund of member contributions are ineligible for a share plan distribution, and vice versa.

Because the above changes do not result in an immediate change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to the following office:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Cc via email: Scott Christiansen, Plan Attorney

Law Offices
Christiansen & Dehner, P.A.

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 106
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848

H. Lee Dehner
(1952-2019)

September 7, 2023

Via E-Mail: Mike.Steigerwald@Kissimmee.gov

Mr. Mike Steigerwald, City Manager
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741-5054

Re: City of Kissimmee Municipal Police Officers' Retirement Plan

Dear Mr. Steigerwald:

As you know, I represent the Board of Trustees of the Kissimmee Municipal Police Officers' Retirement Plan. Attached please find a proposed ordinance amending the City of Kissimmee Municipal Police Officers' Retirement Plan which is recommended by the Board for adoption by the City Commission. The following changes are proposed:

1. Section 30-198, Definitions, is being amended to amend the definition of Salary to add necessary language to clarify the determination period for maximum annual compensation for members who leave the service of the City who have completed less than 12 months of service during a fiscal year. This change is provided for in the Internal Revenue Code and its associated Treasury Regulations.
2. Section 30-201, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
3. Section 30-213, Minimum Distribution of Benefits, is being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.

4. Section 30-228, Supplemental Share Plan Retirement Benefit is being amended to clarify and confirm that:
 - A. If the member receives the balance of his share account provided for in the plan, he is no longer entitled to receive a refund of his accumulated contributions; and
 - B. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance.

I have attached a letter from the Board's actuary, Foster & Foster, Inc., indicating that there is no cost associated with the adoption of this ordinance.

If you have any questions regarding the enclosed, please feel free to give me a call.

Yours very truly,



Scott R. Christiansen

SRC/dm
enclosures

E-copy: Doug Lozen, with enclosures
Linda Gomez, with enclosures

**NOTICE OF PUBLIC HEARING
AND SECOND READING**

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, October 17, 2023, at 6:00 p.m.** in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, November 7, 2023, at 6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE # 23-21

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 4, POLICE OFFICERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-198, DEFINITIONS; AMENDING SECTION 30-201, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT OF OPERATION OF FUND; AMENDING SECTION 30-213, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-228, SUPPLEMENTAL SHARE PLAN RETIREMENT BENEFIT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2308 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
October 12, 2023



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Osceola News-Gazette** on the dates indicated below.
If changes are needed, please contact us prior to deadline at **(407) 846-7600**.

Notice ID: ZvYzoF7sn3jZAXaEuf1P | **Proof Updated: Sep. 27, 2023 at 04:04pm EDT**
Notice Name: ORDINANCE #23-21 - Police Pension Amendment

This is not an invoice. Below is an estimated price, and it is
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10/12/2023: Legal and Public Notice	71.08
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Subtotal	\$71.08
Tax %	0
Processing Fee	\$7.11
Total	\$78.19

See Proof on Next Page

ITEM 7.A

Approval of City Commission Minutes from the September 26, 2023 and October 3, 2023 meetings

Request

Request Commission approval of the September 26, 2023 and October 3, 2023 Commission Minutes.

Explanation

Minutes of the Commission meetings held on September 26, 2023 and October 3, 2023 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter: Mike Steigerwald

Attachment(s):

1. (S) Commission Minutes - September 26 2023
2. (S) Commission Minutes - October 3 2023



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 26, 2023 AT 6:00 PM**

1. **MEETING CALLED TO ORDER Members Present:** Mayor Olga Gonzalez, Commissioners Angela Eady, Carlos Alvarez, III, Janette Martinez
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, City Clerk Linda Hansell
Members Absent: Commissioner Olga Castano

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 Alvarez led the audience in the Pledge of Allegiance.

Ms. Camilla Quintero was invited to sing the Star Spangled Banner.

3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

- 3.A Proclamation - Hispanic Heritage Month in honor of Guillermo "Bill" Hansen

The request is for the City Commission to present a proclamation to Yolanda and Yanin Hansen in memory of Guillermo "Bill" Hansen.

City Manager Steigerwald read a proclamation in honor of Guillermo "Bill" Hansen as the Mayor and Commissioners presented the proclamation to Yolanda and Yanin Hansen.

Ms. Yanin Hansen spoke on behalf of her mother Yolanda and her brother Brian to express their appreciation for the presentation and how much it means to them as her father, since loved Kissimmee. Ms. Hansen stated she would be taking over her father's role as the new Editor of the Osceola Star. The remainder of her comments were in Spanish with no interpretation into English.

4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**

- 4.A Public Hearing - Second and Final Reading - Proposed Ordinance #23-13 - Amending Chapter 42, Traffic and Vehicles

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE II, PARKING, STANDING, STOPPING, DIVISION 1, GENERALLY, SECTION 42-21, LIABILITY FOR PAYMENT OF PARKING CITATION AND SECTION 42-22, HEARING TO CONTEST PARKING CITATION; AND CHAPTER 1, SECTION 1-22, GENERAL PENALTY; CREATING CHAPTER 42, TRAFFIC AND VEHICLES, ARTICLE III, VEHICLES, SECTION 42-72, IMPOUNDMENT OF VEHICLES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

Staff requests approval of the Second and Final Reading of the Proposed Ordinance #23-13, Amending Chapter 42, Traffic and Vehicles.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 3083 by title.

Assistant City Attorney Curtis McGehee was present to answer any questions.

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

Commissioner Eady moved to approve the Public Hearing and adopt Ordinance # 3083. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Commissioner Castano	ABSENT
Commissioner Eady	AYE
Mayor Gonzalez	AYE

Motion carried 4 - 0.

4.B Public Hearing - Second and Final Reading - Proposed Ordinance # 23-14 Amending the Purchase Order Requirements

AN ORDINANCE AMENDING THE CODE OF ORDINANCE FOR THE CITY OF KISSIMMEE, CHAPTER 2, ADMINISTRATION, ARTICLE VI, FINANCE, AMENDING SECTION 2-810, PURCHASE ORDER AMOUNTS; REQUIREMENTS (B), INCREASING THE CITY MANAGER PURCHASE AMOUNT; REPEALING ALL ORDINANCE IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Requesting approval of the Second Reading of the Proposed Ordinance # 23-14 to increase the City Manager's purchase amount.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 3084 by title.

City Manager Steigerwald stated this is the Second and Final Reading of an ordinance to increase the City Manager's purchasing authority to \$75,000; any purchases above that level would require Commission approval as well as purchases below that amount that require transfer of funds between accounts would also come back to the Commission for approval. Staff recommends approval after holding the Public Hearing.

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

Commissioner Eady made a motion to approve the Public Hearing and adopt Ordinance #3084. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Martinez	AYE
Commissioner Castano	ABSENT
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Mayor Gonzalez	AYE

Motion carried 4 - 0.

4.C Public Hearing - Second and Final Reading - Proposed Ordinance #23-17 - Establishment of a Police and Fire Impact Fee

AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPTING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

Staff requests the approval of the Second and Final Reading of the Proposed Ordinance #23-17 for the establishment of a Police and Fire Impact Fee.

City Attorney Sanchez de Fuentes read Ordinance # 3085 by title.

Assistant City Attorney McGehee reviewed the request to establish Police and Fire Impact Fees; these fees are a one-time fee that is collected during the permitting process to assist with keeping the level of service for Police and Fire and to have development pay for itself.

Attorney McGehee confirmed the realtors did not ask to have this fee phased in like Parks & Recreation Impact Fees. Staff recommends approval after holding the Public Hearing.

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

Commissioner Martinez commented that the Commission received a letter (Exhibit "A") from The Osceola Chamber; this letter is for Commission consideration before action is taken.

Mayor Gonzalez requested the City Manager provide feedback on the letter from the Chamber of Commerce. City Manager Steigerwald reviewed the request and stated it is extraordinary to request this process be reviewed by the Growth Management Task Force prior to action being taken by the Commission. This item has been before the public seven (7) times and no other organizations have asked to address the Commission with concerns.

Commissioner Eady moved to approve the Public Hearing and adopt Ordinance # 3085 . Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	ABSENT
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Gonzalez	AYE

Motion carried 4 - 0.

4.D Public Hearing - First Reading - Proposed Ordinance #23-18 - Amendment to the Parks and Recreation Impact Fee Ordinance (Re-advertised)

AN ORDINANCE AMENDING "THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE," CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

Staff requests approval of the first reading of Proposed Ordinance #23-18 which will amend the Parks and Recreation Impact Fee section of the City Code.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-18 by title.

Assistant City Attorney McGehee explained the study that concluded an increase in Recreation Impact Fees was necessary to maintain existing levels of service and that new developments pay their portion. The impact fees relate only to residential properties and not commercial. The City consultant, Raftelis Financial Consultants, reviewed the Parks Capital projects over the next ten (10) years and determined the need for the increase. The City received feedback from the Osceola Realtors Association which requested the new impact fee cost be phased in over three annual installments. The rate for single-family dwellings will increase to the \$2,410.00 rate over three years. Attorney McGehee confirmed this item has been before the Commission multiple times through workshops and continued Public Hearings. Staff recommends approval after holding the Public Hearing.

Mayor Gonzalez announced the Public Hearing.

Imran Mohamed, Osceola Association of Realtors, 1105 Cross Prairie Parkway, Kissimmee, thanked the Commission for their consideration in phasing the increase to impact fees in over three (3) years.

Commissioner Martinez made a motion to approve.

Commissioner Alvarez expressed his concerns about plans to spend increased impact fees on Lancaster Ranch and Mark Durbin Park at Lakeside; Lakefront Park is in need of renovations and would like to see facilities added for teens to include a skatepark, pickleball, basketball, and handball courts. Housing developments near the lakefront are bringing more people downtown. Commissioner Alvarez felt Lancaster Ranch is too far in the future to wait for improvements; needs work now on get places for teens to hang out.

Fishing is not a good option due to the hydrilla problem.

Commissioner Eady disagreed and feels Lakefront Park was developed the way it was attended and continues to be a passive park.

City Manager Steigerwald reminded the Commission that the projects in question are part of the Five (5) year Capital Budget previously approved by the Commission. Lancaster Ranch has contracts signed and they are moving forward with Phase I. If the Commission wishes to change the priorities, that can be done during the budgeting process.

Commissioner Eady expressed her desire to stay on the path we're on and does not want to see other areas like Chambers Park being neglected due to a change in plans. The Commission discussed an idea submitted by Commissioner Alvarez to purchase property on the Lakefront to add additional services for residents of the area.

(Exhibit "A") from Item 4.B. relates to this item.

Commissioner Martinez moved to approve the First Reading of Proposed Ordinance # 23-18. Commissioner Eady seconded the motion.

AYE: Mayor Gonzalez, Commissioner Eady, Commissioner Martinez

NAY: Commissioner Alvarez

Motion carried 3 - 1.

5. PUBLIC HEARINGS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

- 5.A Public Hearing - Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for Fiscal Year 2023-2024 in accordance with Florida Statute 163.387.

Request the Downtown Kissimmee Community Redevelopment Agency Board to adopt the fiscal year 2023-24 budget.

Tom Tomerlin, Economic Development Director, explained the State of Florida requires the CRA to adopt the Budget prior to the Commission adopting the City Budget. Staff recommends adoption of a resolution approving the FY 2023-2024 CRA Budget.

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

Commissioner Eady made a motion to adopt CRA Resolution #01-2023 for the FY2023-2024 Downtown CRA Budget. Commissioner Martinez seconded the motion.

AYE: Mayor Gonzalez, Commissioner Eady, Commissioner Alvarez, Commissioner Martinez

NAY: None

Motion carried 4 - 0.

- 5.B Public Hearing - Resolution to adopt the Vine Street Community Redevelopment Agency Budget for Fiscal Year 2023-24

Request the Vine Street Community Redevelopment Agency Board to adopt the fiscal year 2023-24 budget.

Tom Tomerlin, Economic Development Director, stated this request is to adopt the Vine Street CRA Budget for FY2023-2024 in a similar manner to the Downtown CRA. The Vine Street CRA Tax Increment Funding (TIF) revenues are \$2,330,677 and the entire budget is approximately \$5,334,780. The Vine Street CRA is reaching parity with the Downtown CRA after ten (10) years.

Commission discussion and request for more details on any funding for Freebee transportation to bring people to downtown from the Vine Street CRA area. Director Tomerlin communicated that the Vine Street CRA has been working off a Redevelopment Plan that is approximately ten (10) years old and it will be looked at and transportation updates will be considered for addition.

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

Commissioner Martinez made a motion to adopt CRA Resolution #02-2023 for the FY2023-2024 Vine Street CRA Budget. Commissioner Alvarez seconded the motion.

AYE: Mayor Gonzalez, Commissioner Eady, Commissioner Alvarez, Commissioner Martinez

NAY: None

Motion carried 4 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

5.C **Adoption by Resolution of the Final Millage Levy and Final Budget for Fiscal Year 2023-2024.**

Adoption by Resolution of the Final Millage Levy of 4.6253 mills and Final Budget of \$267,277,940 for Fiscal Year 2023-2024.

City Manager Steigerwald reviewed the proposed Operating Millage of 4.6253 as set by the Commission at the Budget Workshop in July. There have been no substantive changes since that time. The second resolution item is for the approval of the FY2023-2024 Budget in the amount of \$267,277,940 and authorizing 857 full and part-time positions. The largest portion of the budget is for public safety, including fire and police equipment and staffing.

RESOLUTION OF THE PROPOSED OPERATING MILLAGE

Mayor Gonzalez stated that the Proposed Operating Millage is 4.6253 which is 13.22% more than the Rolled Back Rate of 4.0853.

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

City Attorney Sanchez de Fuentes read Resolution # 15-2023 by title.

Commissioner Eady moved to adopt Resolution # 15-2023. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	ABSENT
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Gonzalez	AYE

Motion carried 4 - 0.

RESOLUTION ADOPTING THE FINAL BUDGET

Mayor Gonzalez stated the resolution will adopt a Final Budget of \$267,277,940 and authorizes 857 full and part-time positions. A schedule of positions authorized for each department and summaries of each Fund are attached to the Resolution.

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

City Attorney Sanchez de Fuentes read Resolution # 16-2023 by title.

Commissioner Eady made a motion to adopt Resolution # 16-2023. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Commissioner Castano	ABSENT
Commissioner Eady	AYE
Mayor Gonzalez	AYE

Motion carried Adopt 4 - 0.

The Commission congratulated staff on financial planning and keeping the Millage rate the same for the last 17 years.

- 5.D Public Hearing - Resolution Approving an Inventory List of Municipally Owned Property
Approval of a resolution adopting an updated list of municipally owned property that is appropriate for use as affordable housing.

Frances DeJesus, Development Services, reviewed the request for approval by resolution of municipally owned property to be used for affordable housing. Staff reviewed the property and added two (2) additional lots on Pleasant Street for a total of six (6) lots (Exhibit "B"). The Affordable Housing Advisory Committee (AHAC) reviewed the updated

list on August 17, 2023. According to Florida Statutes, the list must be reviewed every three (3) years and approved by the City Commission at a public hearing. Staff brings this to the Commission on a yearly basis to keep everything updated. Staff recommends approval of the Public Hearing and adoption by resolution.

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

Commissioner Alvarez made a motion to approve the Public Hearing and adopt Resolution # 17-2023. Commissioner Martinez seconded the motion.

AYE: Mayor Gonzalez, Commissioner Eady, Commissioner Alvarez, Commissioner Martinez

NAY: None

Motion carried 4 - 0.

6. HEAR AUDIENCE

Peggy Rivers, 515 E. Walnut Street, Kissimmee, expressed two concerns relating to Walnut, the first being a missing dead-end street sign to bring attention to Walnut running into Smith Street. The "Dead End" street sign was removed and never returned. Traffic comes down the street with the intention of cutting through or going over the railroad tracks, but it is actually a dead end. The second issue is the poor condition of the pavement on Smith Street; some of this is caused by drainage which is also affecting the residents' ability to get to their homes after it rains or storms. The vacuum truck comes out and sucks up the water but it comes back again with the next rain. Ms. Rivers feels the problem is caused by the railroad tracks and the trailer park and she is requesting assistance from the City to get this resolved. City Manager Steigerwald will have Public Works get in touch with Ms. Rivers reference the sign; they are already looking at the drainage issue due to the railroad tracks. 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.

Commissioner Eady made a motion to approve the Consent Agenda in its entirety. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

7.A Approval of City Commission Minutes from the September 12, 2023 meeting

Request Commission approval of the September 12, 2023 Commission Minutes.

7.B Authorization to accept funding from the Florida Department of Transportation Alert Today Florida's High Visibility Enforcement for Pedestrian and Bicycle Safety Program

Authorize the Chief of Police to execute the Letter of Agreement and Contract with the Institute of Police Technology and Management in order to accept grant funding from the Florida Department of Transportation (FDOT) Alert Today Florida's High Visibility

Enforcement for Pedestrian and Bicycle Safety Program

- 7.C Toho Grande - Final Plat, Minor Subdivision (DRC# SR-23-0001)
Requesting City Commission approval of the final plat known as Toho Grande.
- 7.D Osceola Square Lot 6 Replat - Final Plat (DRC# SR 21-0005)
Approval of the final plat known as Osceola Square Lot 6 Replat.
- 7.E Space/Use Permit Renewal for Terry's Electric
Commission approval to renew a Space/Use Permit at the airport for Terry's Electric, Inc.
- 7.F Authorization to trade-in shotguns
The Police Department is requesting Commission authorization to dispose of 96 shotguns purchased with federal forfeiture funds in exchange for a credit to be used for new equipment.
- 7.G Amendment No. 1 to Federal Aviation Administration Grant Agreement for Airport Project - Design Taxiway Delta Improvements
Request City Commission approval of Amendment No. 1 to the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant for Design of Taxiway Delta Improvements in the amount \$3,420.00 and Airport matching funds of \$380.00 for a total amount of \$3,800.00 for the Independent Fee Estimate (IFE).
- 7.H First Amendment to the Community Development Block Grant Subrecipient Agreement between the City of Kissimmee and Osceola Council on Aging, Inc. - Building Strong Families Continuing Education Program - Pathways
Approve and execute the First Amendment to the Community Development Block Grant (CDBG) Subrecipient Agreement Between the City of Kissimmee and Osceola Council on Aging, Inc. - Building Strong Families Continuing Education Program - Pathways.
- 7.I First Amendment to the Community Development Block Grant Program Contract for Public Improvements between the City of Kissimmee and Metro Consulting Group, LLC
Approve and execute the amendment to the CDBG contract for the design of the Hill Street Sidewalk Design project.
- 7.J Continuing Contract Services for Stormwater Monitoring Data Host
Approval to award the Bid RFQ2023-004 Continuing Contract Services for Stormwater Monitoring Data Host to Woolpert, Inc.
- 7.K Intergovernmental Transfer Agreement for Medicaid Managed Care Organization Payment Program
Approval to enter into an Intergovernmental Transfer (IGT) agreement with the Agency for Health Care Administration (AHCA) in order to continue receiving supplemental payments for Medicaid patients transported by the Fire Department.
- 7.L Approval to award bid IFB# 2023-004 to Premier Lawn Maintenance, LLC. for landscape services
Approval to award bid IFB# 2023-004 to Premier Lawn Maintenance, LLC. for landscape services at the Kissimmee Civic Center, Rose Hill Cemetery, and Fire Station 12.
- 7.M Transfer Between the Stormwater Fund and the General Fund for a Four-Wheel Drive Vehicle
Request approval to transfer \$25,000 from the Stormwater Fund into the General Fund for contributions towards a four-wheel drive vehicle.

7.N Approval to Accept State Funding Agreement #HL205 with the Florida Department of Commerce for the Haven on Vine Project

Staff requests Commission approval to accept Funding Agreement #HL205 in the amount of \$500,000 and authorization for the City Manager to execute any subsequent documents for the funding to be issued for the project.

8. DISCUSSION ITEMS

8.A Kissimmee Main Street Annual Update and approval of the Kissimmee Main Street Services Agreement for Fiscal Year 2023-2024.

Annual update from Kissimmee Main Street's Executive Director and approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2023-2024.

Economic Development Director Tomerlin, reviewed the request for approval of the annual agreement with Kissimmee Main Street. A slide was displayed with the difference in the distribution between the City funding and Community Redevelopment Agency (CRA) funding. Item 8.A. is for the City portion in the amount of \$119,734 and Item 8.B. is for the CRA portion in the amount of \$50,000. Staff is available for questions and recommends approval of both item 8.A. and 8.B.

Diana Marrero-Pinto, Executive Director of Main Street, made a PowerPoint Presentation (Exhibit "C") that was updated after the publishing of the City Commission Agenda. At the conclusion of the presentation, Ms. Marrero-Pinto distributed a summary of the Kissimmee Main Street Budget (Exhibit "D") at the request of the Commission and received compliments on the hand-out and explaining the budgeted funding.

Hand-out provided on the dais (Exhibit "E") with reference to Kissimmee Main Street questions (Email September 11, 2023 "Questions for Kissimmee Main Street").

Commissioner Eady made a motion to approve. Commissioner Martinez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Eady, Commissioner Martinez

NAY: None

Motion carried 4 - 0.

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.B Approval of the Kissimmee Main Street Services Agreement for Fiscal Year 2023-2024

Approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2023-2024.

After hearing the presentation under Item 8.A. a vote was taken and the CRA Commission convened. CRA Chairperson, Mayor Gonzalez asked for a motion by the CRA Commission on this item.

CRA Commissioner Eady made a motion to approve the Kissimmee Main Street FY23-24 Service Agreement for \$50,000. CRA Commissioner Alvarez seconded the motion.

AYE: CRA Chairperson Mayor Gonzalez, CRA Commissioner Alvarez, CRA Commissioner Eady, CRA Commissioner Martinez

NAY: None

Motion carried 4 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.C Advisory Board Vacancies: Parks and Recreation, Police, and Fire Pension Boards

The Commission is requested to make an appointment to fill a vacancy due to the death of a member of the Parks and Recreation Advisory Board and a recent resignation on the Police Pension Board. The Commission is also asked to appoint/reappoint a member to the Fire Pension Board.

Commissioner Eady made a motion to reappoint Reginald Hardee to the Fire Pension Board. Commissioner Alvarez seconded the motion.

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the Commission that our next meeting will be next Tuesday, October 3, 2023.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Eady congratulated the staff and the Commission on the adoption of the largest budget in City history and all without raising taxes.

Commissioner Martinez commended Kissimmee Main Street for their presentation and all the work they are doing in the community.

Commissioner Martinez presented a Citizen Award (Exhibit "F") to Felix Ortiz, past Commissioner and Vice-Mayor, in recognition of his leadership and community service. She continued by reviewing some of the things that he has done to make our community better. Commissioner Martinez commented that we will continue to bring forward members of the community for recognition. Mr. Ortiz was joined by his family for pictures.

Mayor Gonzalez thanked the City staff for the Hispanic Heritage Month events and invited everyone to visit City Hall to look at artwork on display. The Puerto Rican Day Parade was a wonderful event, thankful for the participation and the diversity in our community.

10. ADJOURNMENT

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

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Letter from The Osceola Chamber
Police, Fire, and Parks & Recreation Impact Fees
Item 4.C. & 4.D.

Exhibit "A"
9/26/2023



September 15, 2023

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

RE: City of Kissimmee Police & Fire Impact Fees

Dear Mayor Gonzalez,

This letter expresses the concern of The Osceola Chamber with the process of bringing forward the proposed Impact Fees under consideration by the City of Kissimmee at the September 26, 2023, Commission Meeting. We also wish to highlight our desire to be a valued partner with the City of Kissimmee along with our interest in being engaged in the current conversation on Impact Fees prior to any action taken by the Commission. Further, we look forward to collaborating earlier in the process in the future on any proposed changes that will or can impact the business community and the members of the Chamber of Commerce.

The Osceola Chamber Board of Directors discussed the proposed impact fees at their September 14, 2023, meeting and several issues were identified relating to the Police, Fire, and Parks & Recreation impact fees. We join the City Commission in recognizing the need to address the pressures from growth and we want to help be part of a solution. However, the board was discouraged that the Chamber's Growth Management Task Force was not able to evaluate and weigh-in on the proposed fees.

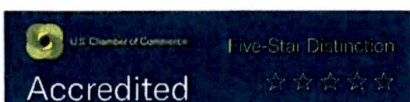
The Growth Management Task Force has existed for more than thirty years under the umbrella of The Osceola Chamber. Open to members and non-members of the chamber, it brings together all stakeholders with interests in property rights, development, and related issues. Typically, there are hundreds of years of expertise in the room to scrutinize the needs and outcomes of proposals such as impact fees. The conversation allows for deeper understanding from all sides – government, private industry, and special interests. While it does not serve the purpose of a noticed public meeting, it helps industry prepare for upcoming changes, reduces the potential of hours of testimony at commission meetings, and mitigates an influx of litigation from actions by the commission. Basically, the Growth Management Task Force offers professional feedback to help our local governments reach their goal.

We continue to strongly advocate that any effort on the issue of growth be made right with all stakeholders at the table. Please do not hesitate to reach out to me on this matter or any issue which The Osceola Chamber can lend its collective experience.

Respectfully,

John Newstreet
President/CEO

CC: The Honorable Carlos Alvarez
The Honorable Olga Castaño
The Honorable Angela Eady
The Honorable Janette Martinez
Mike Steigerwald, City Manager
Allison Beeman, Board Chair, The Osceola Chamber
Rebekah Hurd, Government Advisory Chair, The Osceola Chamber



1425 E. Vine St.
Kissimmee, FL 34744

P: 407.847.3174
F: 407.870.8607



theosceolachamber.com

Exhibit "B"
Map of City Property for Affordable Housing Use
Item 5.D.

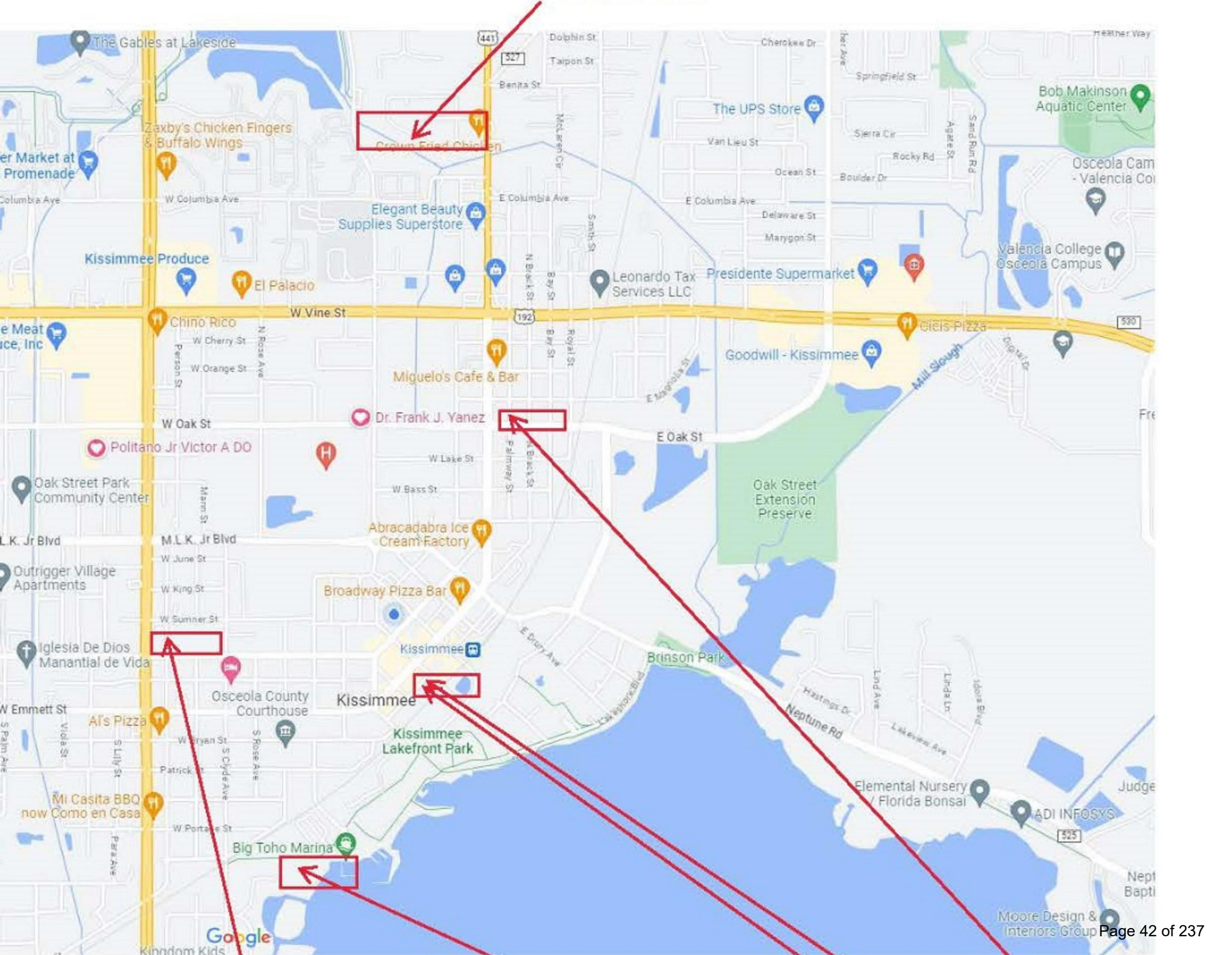


Exhibit "C"
Kissimmee Main Street – Updated PowerPoint Presentation
Item 8.A.



KISSIMMEE MAIN STREET

TO PRESERVE AND ENHANCE HISTORIC
DOWNTOWN KISSIMMEE FOR THE
ENRICHMENT OF PRESENT AND FUTURE
GENERATIONS.



KISSIMMEE MAIN STREET

ANNUAL REPORT

OCTOBER 2022 – SEPTEMBER 2023



PROMOTIONS

COMMUNICATING THE UNIQUE CHARACTERISTICS OF MAIN STREET

KISSIMMEE MAIN STREET EVENTS BOO! ON BROADWAY

Approximately 8,000 in attendance
1,000 rode the Sunrail into Kissimmee



4

KMS EVENTS

BOO! on Broadway
 Thanksgiving Dinner Downtown
 Small Business Saturday
 Parranda
 Light Up Kissimmee
 Menorah Lighting
 Kissimmee 5K
 Hop on Downtown



5

ASSISTED EVENTS

Kissimmee Main Street assist with event coordination, hosting, marketing, and logistics for CRA businesses and outside agencies.

"ALONE, WE
 CAN DO SO
 LITTLE;
 TOGETHER,
 WE CAN DO
 SO MUCH"

HELEN KELLER



6

KMS ASSISTED EVENTS



LITTLE SPROUTS

Monthly food boxes



WALK & CHRISTMAS WITH TEAM KAREEM

Annual fundraisers



COMMISSIONER MARTINEZ COMMUNITY EVENT

Community event



PUERTO RICAN PARADE

Puerto Rican heritage

7

KMS ASSISTED EVENTS



NEW YEARS EVE

Annual event on Dakin



DIAPER GIVEAWAY

Alianza



WELCOME HOME

GO Orlando



VETERANS STAND DOWN

Mercy Foundation

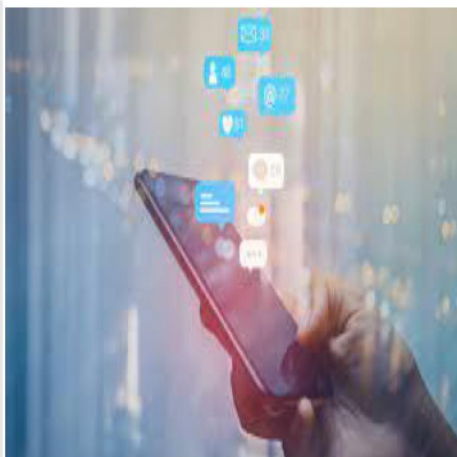
8

SMALL BUSINESS MARKETING



SOCIAL MEDIA

- a) Over 300 post advertising local area business events, specials, and city. County, and partnering organizations happenings to nearly 20K Facebook followers.
- b) Facebook reels viewed 7,000 this year
- c) Facebook Visits increased by 173%
- d) Instagram visits increased 84%
- e) Facebook Reach 522,501 k
- f) Instagram Reach 16,077K



NEWSLETTER

Weekly newsletter
50 newsletters to over 6,000 subscribers
with a 30% open rate

9

ECONOMIC VITALITY

Supporting our small businesses in everyway, everyday.



SHOW YOUR LOVE
AND SHOP SMALL® ALL YEAR LONG



FOUNDING PARTNER



10

SMALL BUSINESS SERVICES

1. Location Assistance
2. Red Ribbon/Grand Openings
3. Friday Coffee
4. Welcome Center
5. Permitting
6. Community Engagement
7. Mini Mart



11

WHITE ROSE BOOKS & MORE
OCTOBER 2023
113 BROADWAY



12

SMALL BUSINESS SUPPORT - SERVICES



DIANE'S TEA ROOM
114 BROADWAY

KMS supported Diane's Tea Room through their BTR process and code violations.



SAQUI NAILS
115 BROADWAY

When the owner of Saqui Nails came to use with building issues we assisted in finding a contractor that would address and repair the issues and get her opened asap.



REY DEL POLLO
917 N. JOHNYOUNG

Since meeting the owners of Rey del Pollo we have provided several services.



ACUMED WELLNESS GROUP
1107 PERSON STREET

After becoming members of Kissimmee Main Street the owner of Acumed, Dr. Cecelia Ruznak expressed an interest in visibility and expanding her facility.

13

SMALL BUSINESS SUPPORT - SERVICES



BEST PRICED FURNITURE
2345 N. OBT

Assisted with lease of property. Osceola County



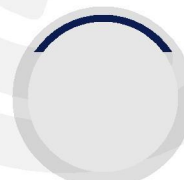
PA' PICAR
127 BROADWAY

Assisted with liquor licensing



SOUL TAPAS
24 BROADWAY

Assisted with permitting



PEACE BY PIECE ACADEMY
806 EMMETT

Assisted with permitting and BTR

14



PARTNERS FOR A BETTER COMMUNITY



MERCY FOUNDATION

Pantry Collaborative
Veterans Event
Emergency Management



DESTINATION LIFE

Donations



PANTRY PLANTERS

Information & Resources



AGAPE INC.

Donations

COMMUNITY CONNECTIONS

We realize small businesses are a vital part of our community. For this reason, we continually work to remain engaged with local nonprofits in a variety of ways.



IDENTIFYING AREAS OF NEED

2023 Shoppers Survey Findings

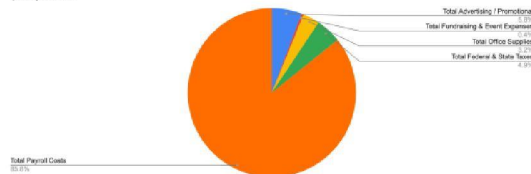
17

ANNUAL BUDGET

Kissimmee Main Street
Annual Finance Report 2022-2023

Total Restricted Funds	\$164,734.00
Total Advertising / Promotional	\$7,733.62
Total Fundraising & Event Expenses	\$521.66
Total Office Supplies	\$4,326.06
Total Federal & State Taxes	\$6,512.15
Total Payroll Costs	\$115,018.87

\$164,734.00



Total Payroll Costs
70.3%

Total Expenditures	\$129,331.22
--------------------	--------------

18

DESIGN

Sharing our History

**SO MUCH OF OUR
FUTURE LIES IN
PRESERVING OUR
PAST.**

QUOTEHD.COM

Peter Westbrook



19

HISTORIC WALKING TOUR



20



THANK YOU!

 INFO@KISSIMMEEMAINSTREET.ORG

 WWW.KISSIMMEEMAINSTREET.ORG

Exhibit "D"
Kissimmee Main Street Hand-out on Budget
Item 8.A.

Kissimmee Main Street Budget 2012-2013
Planned

Item 8A • 8B
Hand-out
9/26/2023
Exhibit "D"

Funding	Planned Revenue	Planned Expenses	Planned Net	
a. City of Kissimmee	\$149,734	\$0	\$149,734	Salary and Benefits for two full time employees
b. *Carry Forward	\$1,500	\$0	\$1,500	requesting 10k added to savings
c. BOCC Grant	\$25,000	\$0	\$25,000	1/2 Marketing Coordinator, Marketing, Ambassador
d. CRA Funding	\$20,000	\$0	\$20,000	Admin expenses, website, recruiting & retaining business
e. Membership	\$10,000	\$0	\$10,000	Membership flowers/plaques/ marketing/ special events
	\$206,234	\$0	\$206,234	
Programs	Planned Revenue	Planned Expenses	Planned Net	NOTES
Design Committee				
Specialty Maps	\$0	\$0	\$0	
History Tables	\$0	\$0	\$0	
*Downtown Clean Up Days	\$100	\$100	\$0	Trashbags, gloves, supplies. Hopefully can be donated.
Holiday Display Competition	\$300	\$300	\$0	\$100 Advertising/\$250 Cash Prize
Design Total	\$400	\$400	\$0	
Economic Restructuring Committee				
Grant Program	\$0	\$0	\$0	EIE, Business Start Up, Conditional Use, etc.
*Economic Development Events/Projects	\$0	\$0	\$0	Participate at ED Events/Printed Material promoting space
Economic Restructuring Total	\$0	\$0	\$0	
Organization Committee				
Annual Meeting/Volunteer Appreciation	\$1,000	\$1,000	\$0	Sept 2024, Food, Gifts, etc.
Membership Support	\$1,000	\$1,000	\$0	
Farmer's Market & Kissimmee Flea	\$7,000	\$4,200	\$2,800	
*Board Retreat	\$1,000	\$1,000	\$0	July/August 2024; Facilitator and Lunch for Members
Organization Total	\$10,000	\$7,200	\$2,800	
Promotions Committee	Planned Revenue	Planned Expenses	Profit	
BOO! on Broadway	\$25,000	\$20,000	\$5,000	Does not include EK Grant of 5,000
Hop on Downtown	\$12,000	\$10,000	\$2,000	
Kowboy Crawl	\$3,000	\$750	\$2,250	
*Kissimmee 5K	\$20,000	\$17,500	\$2,500	See attached proposed budget
Monthly Events	\$6,000	\$6,000	\$0	Includes EK \$5,000
*Marketing (Ads/Promos)	\$8,000	\$8,000	\$0	General Marketing, Website, Walking brochure.
Small Business Saturday	\$1,000	\$1,000	\$0	
Light Up Kissimmee	\$2,000	\$2,000	\$0	TBD
Festival of Lights Parade	\$1,500	\$1,500	\$0	Downtown Parade Float
Promotions Total	\$78,500	\$66,750	\$11,750	
Committee Programs - (ALL)	\$88,900	\$74,350	\$14,550	
Capital Projects				
Google Cloud/Apple/Server Data Backup	\$300	\$300	\$0	Ability to backup information to a server and exchange files
Total Capital	\$300	\$300	\$0	
Operating	Planned Revenue	Planned Expenses	Planned Net	
Employees				
Executive Director	\$65,500	\$65,500	\$0	CRA Funding for Director's Salary
Employer Liability - Executive Director	\$5,240	\$5,240	\$0	Salary * 8% = Estimate of Taxes
Small Business Liaison/Office Manager	\$40,000	\$40,000	\$0	Salary, Up to \$10.00/hour - 40 hours/week
Small Business Liaison Health Insurance	\$5,000	\$5,000	\$0	
Employer Liability - Event Coordinator	\$3,200	\$3,200	\$0	Salary * 8% = Estimate of Taxes
Internet Marketing Coordinator	\$20,000	\$20,000	\$0	Grant via Osceola County
Payroll Processing Fees	\$5,000	\$5,000	\$0	Mail Solutions
Market Manager	\$2,400	\$2,400	\$0	
KMS Ambassador	\$4,800	\$4,800	\$0	
KMS Cell Phone	\$240	\$240	\$0	\$20/month to take calls from Market Merchants
401 K Contributions	\$4,000	\$4,000	\$0	
Employee Totals	\$155,380	\$155,380	\$0	
General				
Alarm	\$0	\$0	\$0	Need to add new feature to new door. \$700/year
Audit/Accounting	\$1,000	\$1,000	\$0	CPA Audit/Accounting Fees/Extra time
Computer/Copier Maintenance	\$1,000	\$1,000	\$0	If we order new printer, we get new maint. Agreement
Credit Sales Cost, Bank Fees, QB Sync	\$500	\$500	\$0	Fees
*Directors, Officers, Volunteers, Liability Insurance	\$3,000	\$3,000	\$0	All grouped together via CNA Insurance. Also covers Storage, events
Event Collateral	\$1,500	\$1,500	\$0	
Dues, Subscriptions & Memberships	\$700	\$700	\$0	Costco, Kiss Chamber, FMS,
Text Messaging	\$200	\$200	\$0	\$20/month for iPad service
Unbudgeted Items	\$0	\$0	\$0	If more than \$50 in a line item will need Exec Committee Approval
*Flyers, Printed Communication	\$2,000	\$2,000	\$0	Business Cards, Aframes, Event Cards
Office Supply	\$2,500	\$2,500	\$0	Pens, Paper, Folders etc.
Pest Control	\$1,000	\$1,000	\$0	
Postage	\$250	\$250	\$0	
Professional Fees	\$500	\$500	\$0	
Rent	\$0	\$0	\$0	\$100/month; Fire Fee \$140
Staff Training/Education	\$5,000	\$5,000	\$0	Training Fees/National Conference Fees
Staff Travel/Lodging/Per diem	\$3,000	\$3,000	\$0	Quarterly Meeting TRAVEL/National Conf Travel
Storage	\$1,800	\$1,800	\$0	\$135/mo. Looking into other units for less
Telephone/Internet	\$1,800	\$1,800	\$0	\$172/Month
Utilities (Elec, Wat, Trsh,)	\$4,800	\$4,800	\$0	\$300 Avg Util, \$40/month Lawn care
Website/Social Media	\$1,100	\$1,100	\$0	\$840/Year + Website/Hosting (\$150)
General Total	\$31,650	\$31,650	\$0	
Total Operating	\$63,300.00	\$187,030.00	\$250,330.00	
TOTALS	Planned Revenue	Planned Expenses	Planned Net	
Funding	\$206,234	\$187,030	\$19,204	
Committee Program Totals	\$88,900	\$74,350	\$14,550	
			\$0	
			\$0	
FINAL TOTALS	\$295,134	\$261,380	\$33,754	

Exhibit "E"
Email Hand-out Reference Questions for Kissimmee Main Street
Item 8.A.

Exhibit "E"

9/26/2023

Item 8A + 8B

Linda Hansell

From: Mike Steigerwald
Sent: Tuesday, September 26, 2023 11:01 AM
To: Linda Hansell
Cc: Desiree Matthews; Olga Sanchez de Fuentes; Austin Blake
Subject: FW: Questions for Kissimmee Main Street

Good morning Linda, Commissioner Eady requested that we make copies of this email and provide them to the rest of the commissioners at the meeting tonight. Thanks

From: Todd Swingle <tswingle@tohowater.com>
Date: September 11, 2023 at 4:11:33 PM EDT
To: Angela Eady <Angela.Eady@kissimmee.gov>
Cc: Jamie Floer <jfloer@tohowater.com>
Subject: Questions for Kissimmee Main Street

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Dear Angela,

Following your inquiry at our Toho Board last month, please see the attached and the email communication below.

Our Comms team reached out to Kissimmee Main Street for more particulars and if the attached does not answer your concerns, please let me know?

Many thanks,

Ali 😊

Ali Smith, Executive Assistant to
Todd P. Swingle, P.E., Executive Director

alsmith@tohowater.com
Phone: 407-944-5130
Mobile: 321-290-7572
Fax: 407-343-4371

951 Martin Luther King Blvd.
Kissimmee, FL 34741

WWW.Tohowater.com

From: Diana Marrero-Pinto <dmarreropinto@kissimmeemainstreet.org>

Sent: Friday, September 8, 2023 4:16 PM

To: Jamie Floer <jfloer@tohowater.com>

Subject: Re: FW: Questions for Kissimmee Main Street

Hello Ms. Floer,

Kissimmee Main Street provides both quarterly reports and an annual presentation to the City of Kissimmee Commissioners. At that time we answer all questions required per our contract with the City of Kissimmee and meet the deliverables as described in said contract. I have responded to the questions as best I could considering much of what is being asked are not items we have tracked both for me while here and prior to my time here at Kissimmee Main Street. If you require more information from previous years I will need more time to research and pull archived data as best I can. Please forgive my not getting this to you sooner, I have been battling the flu.

1. The number of paid memberships for each of the past 7 years

Kissimmee Main Street does not track membership beyond the most previous past year.

Membership for 2021-2022 fiscal year was 51

Membership for year to date (since October 1, 2022) is currently 45

2. The amount of revenue generated from memberships for each of the past 7 years

Total generated for membership this year: \$5,825

3. The names and addresses and type of assistance provided to businesses under the businesses assistance for each of the past 3 years

Kissimmee Main Street provides reports to the City of Kissimmee detailing the business we assist and at what levels. A copy of some of these reports is attached.

4. Attendance numbers for Main Street hosted events for the past 3 years

Although we do not track numbers outside of reporting within the current year, below is a list of attendance at some of our events.

October 2021 BOO1 on Broadway -10,000 in attendance

November 2021 Thanksgiving Dinner Downtown - 300 meals served

2021 Light Up Kissimmee - 750 in attendance

Feb 2022 Kissimmee 5K - 500 in attendance

April 2022 Hop on Downtown - 3,500 in attendance (an increase from 200 in its first year in 2018)

5. Main Streets budget and actual for the past 5 years. I'd like to see what was spent versus what was budgeted. And revenue income streams

We are currently finalizing our actuals with our bookkeeper and plan to provide them to the City of Kissimmee at our annual report.

6. Audits for the past 2 years

On the advice of our CPA and due to the cost of an audit, our limited budget, we do not have an annual budget. However, beginning 2024 per the City of Kissimmee contract an audit will be required.

Again, I have attached copies of some of the reports as examples of what is submitted to the City of Kissimmee, and will be more than happy to provide you with our annual report at the end of this month along with our budget and actuals. Thank you and I look forward to hearing from you regarding our sponsorship submission as Kissimmee Main Street and Toho Water Authority have had a long standing, mutually respectful and beneficial collaboration and hope to continue it going forward.

Thank you,
Diana Marrero-Pinto
Executive Director
Kissimmee Main Street
421 Broadway
Kissimmee, Florida 34741
www.kissimmeemainstreet.org
www.facebook.com/KissimmeeMainStreet
www.facebook.com/KissimmeeValleyFarmersMarket
407-846-4643 (O)
440-714-8124 (C)



On Fri, Sep 8, 2023 at 3:36 PM Jamie Floer <jfloer@tohowater.com> wrote:

Checking in on this, Diana. If you need more time, let me know when to expect it.

Thank you,

Jamie Floer, APR, CPRC, Fellow PRSA

Communications Manager

Toho Water Authority

O: 407-944-5123

M: 407-450-6450

jfloer@tohowater.com

From: Diana Marrero-Pinto <dmarreropinto@kissimmeemainstreet.org>

Sent: Wednesday, September 6, 2023 4:01 PM

To: Jamie Floer <jfloer@tohowater.com>

Subject: Re: FW: Questions for Kissimmee Main Street

Hi, you will have it by end of day tomorrow. This flu had me put longer than I thought. But I'm back at the office now.

On Wednesday, September 6, 2023, Jamie Floer <jfloer@tohowater.com> wrote:

Hi Diana:

Hoping you are making progress on this request. Reminder: I will need it Friday at the latest.

Thanks!

Jamie Floer, APR, CPRC, Fellow PRSA
Communications Manager
Toho Water Authority
O: 407-944-5123
M: 407-450-6450
jfloer@tohowater.com

-----Original Message-----

From: Jamie Floer
Sent: Monday, August 28, 2023 4:35 PM
To: dmarreropinto@kissimmeeainstreet.org
Subject: FW: Questions for Kissimmee Main Street

Diana:

I left you a VM. Please see below. I need to try to get financial information about the organization, which was requested by the Commissioner during a public meeting last week. I am glad to answer any questions, but would request a response back via email by Sept. 8 at the latest.
Thank you,

Jamie Floer, APR, CPRC, Fellow PRSA
Communications Manager
Toho Water Authority
O: 407-944-5123
M: 407-450-6450
jfloer@tohowater.com

-----Original Message-----

From: Angela Eady <Angela.Eady@kissimmee.gov>
Sent: Wednesday, August 23, 2023 7:44 PM
To: Todd Swingle <tswingle@tohowater.com>
Subject: Fwd: Questions for Kissimmee Main Street

Please be advised that I sent the following questions to Diana Medina Pinto on April 28,2023 and as of today I have not received the answers to my questions.

Sent from my iPad

Begin forwarded message:

From: Angela Eady <Angela.Eady@kissimmee.gov>
Date: August 23, 2023 at 7:34:29 PM EDT
To: Angela Eady <Angela.Eady@kissimmee.gov>
Subject: Questions for Kissimmee Main Street

Sent from my iPad

1. The number of paid memberships for each of the past 7 years
2. The amount of revenue generated from memberships for each of the past 7 years
3. The names and addresses and type of assistance provided to businesses under the businesses assistance for for each of the past 3 years
4. Attendance numbers for Main Street hosted events for the past 3 years
5. Main Streets budget and and actual for the past 5 years. I'd like to see what was spent versus what what budgeted. And revenue income streams
6. Audits for the past 2 years
7. The number of new businesses you assisted and sent on to secure a location downtown Kissimmee.

PUBLIC RECORDS NOTICE: All e-mail sent to and received from the City of Kissimmee, Florida, including e-mail addresses and content, are subject to the provisions of the Florida Public Records Law, Florida Statute Chapter 119, and may be subject to disclosure.

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--

Diana Marrero-Pinto, Director
Kissimmee Main Street
440-714-8124

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Exhibit "F"
Citizen Award Certificate – Felix Ortiz
9.C.



OUTSTANDING CITIZEN AWARD

This Certificate is Awarded to

Felix Ortiz

We appreciate your leadership, service and contribution to our community. Your caring and giving heart is one of the many amazing qualities you have. We are thankful for everything you do!

Janette Martinez
City Commissioner



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, OCTOBER 3, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III, Janette Martinez

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

Members Absent: Commissioner Carlos Alvarez

Mayor Gonzalez called the meeting to order at 6:00 PM.

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Mayor Gonzalez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Proclamation - Domestic Violence Awareness Month

The request is for the Commission to present a proclamation to Tammy Douglass, Executive Director of Help Now in honor of Domestic Violence Awareness Month.

City Manager Steigerwald read a proclamation in honor of Domestic Violence Awareness Month as the Mayor and Commissioners presented the proclamation to Tammy Douglass, Police Chief Betty Holland and members of HELP Now.

Ms. Douglass, Executive Director of Help Now introduced the Domestic Violence Task Force and encouraged the community to attend their meetings held the first Wednesday of every month. The organization has many events planned for the month to provide information to citizens, law enforcement, survivors, and support for domestic violence awareness.

3.B Employee of the Month for October - Adrian Moreno

That the City Commission join the City Manager in recognizing Adrian Moreno, Public Works and Engineering, as October's Employee of the Month.

City Manager Steigerwald introduced Adrian Moreno of the Public Works Department and reviewed the qualities and attributes which led to his nomination and selection as employee of the month. Adrian has been with the City just less than one (1) year which is possibly a record for employee of the month.

City Manager Steigerwald reminded everyone that the Employee of the Month is not selected by the Commission, City Manager, or department heads but by nominations that are reviewed and selected by a committee of peers from all departments in the City and there is no greater honor.

Adrian thanked his entire team for all their support and he appreciates the opportunity to work with the City.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance #23-18 - Amendment to the Parks and Recreation Impact Fee Ordinance

AN ORDINANCE AMENDING "THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE," CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

Staff requests approval of the Second and Final reading of Proposed Ordinance #23-18 which will amend the Parks and Recreation Impact Fee section of the City Code.

City Attorney Sanchez de Fuentes read Ordinance # 3086 by title.

Assistant City Attorney Curtis McGehee reviewed the request and stated the approval of impact fees requires a three-fourths (3/4) vote of the Commission present.

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

Commissioner Castano moved to approve the Second and Final Reading of Ordinance # 3086. Commissioner Angela Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Eady	AYE
Commissioner Alvarez	ABSENT
Commissioner Martinez	AYE
Commissioner Castano	AYE
Mayor Gonzalez	AYE

Motion carried 4 - 0.

4.B Public Hearing - First Reading - Proposed Ordinance #23-19 - Ordinance to annex 556.33 acres of land - AX-22-0003

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF CERTAIN HEREIN DESCRIBED LAND, TO THE CITY OF KISSIMMEE, FLORIDA, FURTHER PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH LAND AFTER ITS ANNEXATION, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval to Annex approximately 556 acres of property located east of Simpson Road and west of East Lake Tohopekaliga.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-19 by title.

Planner Cristian Arias reviewed the request and details outlining the annexation map attached to the agenda. The proposed annexation meets all statutory requirements for a voluntary annexation. He informed the Commission that the annexation application and survey is currently being reviewed and considered. After holding the public hearing, staff recommends approval.

City Manager Steigerwald reviewed an email that was received from John Lux regarding the annexation (Exhibit "A"). Commissioner Martinez discussed a concern referenced in the email regarding the tagging of trees.

Attorney Celia Dorn, 17 S. Orlando, Kissimmee, representing the applicant, was not aware of anyone entering private property to tag trees and assured the Commission that it would be addressed. She reviewed the development process and explained that tree tagging will however be necessary in the future to identify specific trees in order to preserve the historic feel.

Commissioner Castano requested clarification from the City Manager regarding police and fire services as it relates to the annexation. City Manager Steigerwald reviewed the approved five year capital plan, which includes a new fire station in the fifth year which would service the target area, should the annexation be approved.

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

Commissioner Martinez moved to approve the First Reading of Proposed Ordinance # 23-19. Commissioner Castano seconded the motion.

Motion carried 4 - 0.

4.C Public Hearing - First Reading - Proposed Ordinance #23-20 - An Ordinance amending the Future Land Use Map designation from County Low Density Residential (LDR), City Multiple Family Medium Density (MF-MDR), and City Single Family Low Density (SF-LDR) to City Single Family Low Density (SF-LDR), Commercial General (CG), Multiple Family Medium Density (MF-MDR), and Conservation Area (CONS): Hilliard Isle, LUPA-22-0006.

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

Approval of a Land Use Plan Amendment changing the Future Land Use Map designation from County Low Density Residential (LDR), City Multiple Family Medium Density (MF-MDR), and City Single Family Low Density (SF-LDR) to City Single Family Low Density (SF-LDR), Commercial General (CG), Multiple Family Medium Density (MF-MDR), and Conservation Area (CONS) on approximately 883.27 acres of land.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-20 by title.

Planner Cristian Arias reviewed the Land Use Plan Amendment (LUPA) for the proposed annexed property and additional details of the land-use application requirements as outlined in the agenda. After holding the Public Hearing, staff recommends approval.

Prior to the vote, Commission Martinez said she was pleased with the proposed plan for the property and confirmed it would not be used for affordable housing. Attorney Dorn confirmed that was not the intentions of the applicant.

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

Commissioner Martinez moved to approve the First Reading of Proposed Ordinance # 23-20. Commissioner Castano seconded the motion.

Motion carried 4 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

Charles Baker (no address provided) expressed his concerns about lack of signage for Children at Play, speed bumps, and the condition of the roadway in front of 806 Person Street at the corner of Person and Hill. He takes pride in his home and community as a citizen that was raised in West Kissimmee and would appreciate the City considering permanently repairing the roads and pedestrian bridges near Oak Street Park.

City Manager Steigerwald discussed the Children at Play signs, which can be addressed immediately; however, requests for speed bumps will require a study to be performed to establish a necessity. The City Manager discussed the planned repaving project and will review the list to see if Person and Hill Street are on it. Parks and Recreation Director, Steve Lackey, will address the bridge repair. Commissioner Eady reassured Mr. Baker that West Kissimmee will continue to be just as important as all other areas of Kissimmee and the concerns have been heard are being handled.

Ted Baker, 806 Person Street, Kissimmee, additionally commented on the need for speed bumps, signage, and the condition of the roads near Person and Hill Street. He requested the roads be assessed again and a "No Trucks" traffic sign be considered.

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 Castano made a motion to approve the Consent Agenda in its entirety. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

- 7.A Budget Adjustment to the State Housing Initiatives Partnership (SHIP) Fund in the amount of \$34,859.06
Approval of a budget adjustment to the State Housing Initiatives Partnership (SHIP) Fund in the amount of \$34,859.06.
- 7.B Authorization to submit application for the FY 2024 Homeland Security Grant through the Urban Areas Security Initiative Program (UASI).
The Police Department requests authorization to submit an application for \$250,000 for the FY 2024 Homeland Security Grant through the Urban Areas Security Initiative Program (UASI).
- 7.C Tyler Technologies annual software maintenance fee for Enterprise Resource Planning (ERP) software suite
Approval of the payment for the annual software maintenance fee for Tyler Technologies ERP software suite in the amount of \$257,289.05.
- 7.D Purchase of annual budgeted computer equipment
Approval to purchase Fiscal Year 2023-24 budgeted servers, personal computers, printers, and associated equipment from the State or National purchasing contracts with the option to purchase directly from a certified reseller or the manufacturer if the price is lower than what is available from applicable contracts.
- 7.E CentralSquare Technologies Annual Software Maintenance fee for OneSolution Public Safety Software Suite
Approval of the annual maintenance fee for OneSolution Public Safety Software suite with CentralSquare Technologies in the amount of \$171,232.45.
- 7.F Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.
- 7.G Approval to Transfer Funds into Public Safety Projects
Approval to transfer funds within the Police Department from the 2022-23 fiscal year into two new public safety projects that will better prepare first responders for daily operations and critical incidents.

8. DISCUSSION ITEMS

- 8.A Advisory Board Vacancies: Parks and Recreation and Police Pension Board
The Commission is requested to make an appointment to fill a vacancy due to the death of a member of the Parks and Recreation Advisory Board and a recent resignation from the Police Pension Board.

Commissioner Castano made a motion to appoint Carlynn Rothey to the Police Pension Board. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

Mayor Gonzalez made a motion to appoint Linda McCoy to the Parks and Recreation Advisory Board. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS**9.A CITY MANAGER**

City Manager Steigerwald reminded the Commission of the first "Movie in the Park" for the fall event calendar will be this Friday, October 6th. Then, Saturday October 7th, Viva Osceola will be held at Kissimmee Lakefront Park, starting at 12:00 p.m.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Eady requested an update on the Splash Pad at Lakefront Park. Parks and Recreation Director Steve Lackey informed the Commission the parts for repair should be received by Thursday.

Commissioner Eady and the City Manager additionally discussed the legal requirements for noticing members of the community via mail.

Commissioner Martinez thanked everyone for attending the meeting tonight and commented on the 100th Anniversary of the Osceola High School vs. St. Cloud High Football game.

Mayor Gonzalez thanked staff for their diligence in getting the funding from the County for the Haven Project; this will certainly be an improvement for our community.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:41 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Testimony Letter for October 3, 2023
John Lux and Family
Item 4.B.

Linda Hansell

Item 4.B.
Exhibit "A"

10/3/2023

From: John Lux <jlux2202@gmail.com>
Sent: Sunday, October 1, 2023 11:59 AM
To: CITY CLERK
Cc: Janette Martinez; Carlos Alvarez, III; Angela Eady; Olga Castano; Olga Gonzalez
Subject: Testimony Letter for October 3, 2023 City Commission Meeting

EXTERNAL EMAIL: This email originated from outside of the organization. DO NOT REPLY, CLICK LINKS, or OPEN ATTACHMENTS unless you recognize the sender and know the content is safe

Dear Commissioners,

My name is John Lux and I'm a 25-year resident of Osceola County, currently residing on Hilliard Court. I am not anti-development. Progress and prosperity are inevitable, and I support that. However, I do think it's important that you consider the impact of the proposed massive development off Simpson Road on those that have lived in the area for years, even decades.

Please consider a conservation area around the current residents to separate things. Current residents could also be given the opportunity to purchase a plot of land (at a reasonable price) immediately behind their residences to help create a buffer zone. Please don't hastily approve development without considering the long-term ramifications of approving such projects. A development of this size needs to be considered for more than just new impact fees for the county/city. Please don't harm those of us that are already here to appease a developer's desire to make the most money possible.

The current residents that live off Hilliard Isle, including my family, moved to that specific area of Osceola County for the land and the peace and quiet that it brings. The new development would dramatically change our way of life. Please consider how the massive development off Simpson Road will impact those of us already here. We live on plots of land that are one acre each. The new development will have multiple residences per acre. The new development will also have commercial plots. We moved off Hilliard Isle so we wouldn't have a commercial strip immediately outside our backyard, or a street against our back fence, or a multistory residence immediately up against our property.

We are very concerned with what the new development will bring to the area. Our roads aren't equipped for thousands of additional cars. The current and immediate future road construction will help the current congestion, but by the time construction has been completed, it will already be outdated because we're bringing in thousands of additional cars. Our schools are already not big enough and more importantly, we can't fill teaching and support roles like administration and bus drivers. There are major safety concerns knowing we will need more police officers and firefighters to manage the thousands of more homes and cars in the areas. How long will it take first responders to get where they need to go when there is additional congestion in the area. During recent tropical systems there was major flooding in the area. When we develop more land, there is less area for heavy rainwater to go, which will lead to additional flooding of streets and homes.

Recently, there were surveyors behind our home tagging trees that were on our property. We received no notice from anyone that people would be leaning onto our property and tagging our trees. Can someone explain why surveyors are tagging trees on people's properties? We asked and they said the client told them to do this. Who is the client? Why were trees on our property being tagged? Why were we given no notice?

Again, progress and prosperity are inevitable, and we support that but we do urge you to consider how that impacts those of us that have been here long before the developers.

Sincerely,
John Lux (and Family)

ITEM 7.B

Edward Byrne Memorial Justice Assistance Grant Program FY2023

Request

Accept the Edward Byrne Memorial Justice Assistance Grant Funding on behalf of Kissimmee Police Department and authorize the City Manager to execute any documents required to accept the award.

Explanation

The Police Department applied for funding from the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) from the Department of Justice. On September 27, 2023, the City was notified the Office of Justice Programs approved the application for funding under the FY 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: Local Solicitation. The City was awarded \$29,974, which will be allocated for the partial funding of salaries for two police officers and one police sergeant as outlined in the grant application. The balance of the monies needed for the salaries and benefits of the officers and sergeant will continue to come from the General Fund.

Recommendation

Staff recommends that the City Commission approve acceptance of the funding and authorize the City Manager to execute the required documents to accept the award.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. JAG Award Package FAW 178796



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	CITY OF KISSIMMEE 101 CHURCH ST
City, State and Zip:	KISSIMMEE, FL 34741
Recipient UEI:	DPHBBJP7RHY3
Project Title: Kissimmee Police Officer Funding Project	Award Number: 15PBJA-23-GG-03260-JAGX
Solicitation Title: BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation	
Federal Award Amount: \$29,974.00	Federal Award Date: 9/26/23
Awarding Agency:	Office of Justice Programs Bureau of Justice Assistance
Funding Instrument Type:	Grant
Opportunity Category: D	
Assistance Listing: 16.738 - Edward Byrne Memorial Justice Assistance Grant Program	
Project Period Start Date: 10/1/22	Project Period End Date: 9/30/26
Budget Period Start Date: 10/1/22	Budget Period End Date: 9/30/26
Project Description: The City of Kissimmee will use JAG funds for Patrol related functions to include; community contacts, business contacts, citizen engagement, education and training with regards to crime prevention and building trust through transparency. The sergeant and officers who are funded by the JAG funds are also trained to engage local youth through positive interaction and mentorship. The officers utilize our local Boys & Girls Club as a hub for interaction with local youth. Interaction with students at our local elementary, middle and high schools is also performed. The officers will perform enforcement of state laws and local ordinances while using good judgement and discretion.	

Award Letter

September 26, 2023

Dear Mike Steigerwald,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CITY OF KISSIMMEE for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$29,974.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General
Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria.

These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Ongoing NEPA Compliance Incorporated into Further Developmental Stages

NEPA Letter

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

CITY OF KISSIMMEE

UEI

DPHBBJP7RHY3

Street 1 _____ Street 2 _____

101 CHURCH ST **Street 2**

Street 2

City **State/U.S. Territory**

KISSIMMEE	Florida	
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State/U.S. Territory

Florida

Zip/Postal Code **Country**

34741	United States
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Country

United States

County/Parish	Province
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Province

Award Details									
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Federal Award Date	Award Type
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9/26/23	Initial
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Award Type

Initial

Award Number	Supplement Number
--------------	-------------------

15PBJA-23-GG-03260-JAGX 00

Supplement Number

00

Federal Award Amount	Funding Instrument Type
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\$29,974.00	Grant
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Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
16.738	Edward Byrne Memorial Justice Assistance Grant Program

Statutory Authority

Title I of Public Law 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a)

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information	
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This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

Solicitation Title

2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13959736

Grant Manager Name

Tarasa Napolitano

Phone Number

[202-514-4493](tel:202-514-4493)

E-mail Address

Tarasa.Napolitano@usdoj.gov

Project Title

Kissimmee Police Officer Funding Project

Performance Period Start

Date

10/01/2022

Performance Period End Date

09/30/2026

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2026

Project Description

The City of Kissimmee will use JAG funds for Patrol related functions to include; community contacts, business contacts, citizen engagement, education and training with regards to crime prevention and building trust through transparency. The sergeant and officers who are funded by the JAG funds are also trained to engage local youth through positive interaction and mentorship. The officers utilize our local Boys & Girls Club as a hub for interaction with local youth. Interaction with students at our local elementary, middle and high schools is also performed. The officers will perform enforcement of state laws and local ordinances while using good judgement and discretion.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project

Information, Financial Information, and Award Conditions.

1

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

2

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

4

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

5

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

6

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

7

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

8

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

10

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

11

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United

States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

15

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

16

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

17

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

18

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for

purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

19

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

20

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The

reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

21

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

22

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

23

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

26

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

27

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

28

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

29

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently

accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

30

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

32

Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

33

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds

who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

34

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

35

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

36

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

38

Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

39

Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching (<https://www.justice.gov/olp/page/file/1204386/download>), and must collect and report the metrics identified in Section IX of that document to BJA.

40

Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG

and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website: <https://bjapmt.ojp.gov/>. For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage (<https://bjapmt.ojp.gov/help/jagdocs.html>). Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

42

Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

43

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2022

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2022), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

44

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

45

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-

relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

46

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

47

Certification of body armor "mandatory wear" policies, and compliance with NIJ standards

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: <https://nij.ojp.gov/topics/equipment-and-technology/body-armor>

48

Extreme risk protection programs funded by JAG must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

49

Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

50

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

51

Exceptions regarding Prohibited and Controlled Equipment under OJP awards

Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

52

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

53

Initial period of performance; requests for extension.

The recipient understands that for award amounts of less than \$25,000 under JAG (Category 1), the initial period of performance of the award is two years. The recipient further understands that any requests for an extension of the period of performance for an award of less than \$25,000 will be approved automatically for up to a total of two additional years, pursuant to 34 U.S.C. 10152(f) and in accordance with the program solicitation associated with this award.

Any request for an extension of the period of performance beyond a four-year award period will require approval, and the approval (if any) will be at the discretion of the Director of BJA.

54

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

55

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable

deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

56

Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

57

Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

58

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

59

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

60

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

61

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

62

In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and

regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

63

Withholding of funds for Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

64

Withholding of funds for Budget narrative or information

The recipient may not expend or draw down any award funds until the recipient submits, and OJP reviews and accepts, the required budget information or narrative for the award, and an Award Condition Modification has been issued to remove this condition.

[X]

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

- A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.
- B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.
- C. Accept this award on behalf of the applicant.
- D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official

Deputy Assistant Attorney General

Name of Approving Official

Maureen Henneberg

Signed Date And Time

9/21/23 10:12 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official

City Manager

Name of Authorized Entity Official

Mike Steigerwald

Signed Date And Time

9/27/2023 2:45 PM

ITEM 7.C

Dillingham Apartments - Final Plat (DRC# SR-22-0021)

Request

Approval of the final plat known as Dillingham Apartments.

Explanation

The owner of the property, Osceola Mental Health, Inc, is requesting final plat approval without a guarantee. The property is located south of Martin Luther King Boulevard, north of June Street, east of Dillingham Avenue and west of Clyde Avenue and is combining multiple underlying lots for development purposes.

Recommendation

Staff recommends approval of the final plat known as Dillingham Apartments.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Dillingham Apartments Plat
2. Dillingham Apartments vicinity Map

DILLINGHAM APARTMENTS

A REPLAT OF LOTS 1 AND 2, BLOCK D, HENRY A. MATHEW'S ADDITION
TO THE TOWN OF KISSIMMEE, PLAT BOOK A, PAGE 6,
OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA
A PORTION OF SECTION 21, TOWNSHIP 25 SOUTH, RANGE 29 EAST,
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA

LEGAL DESCRIPTION:

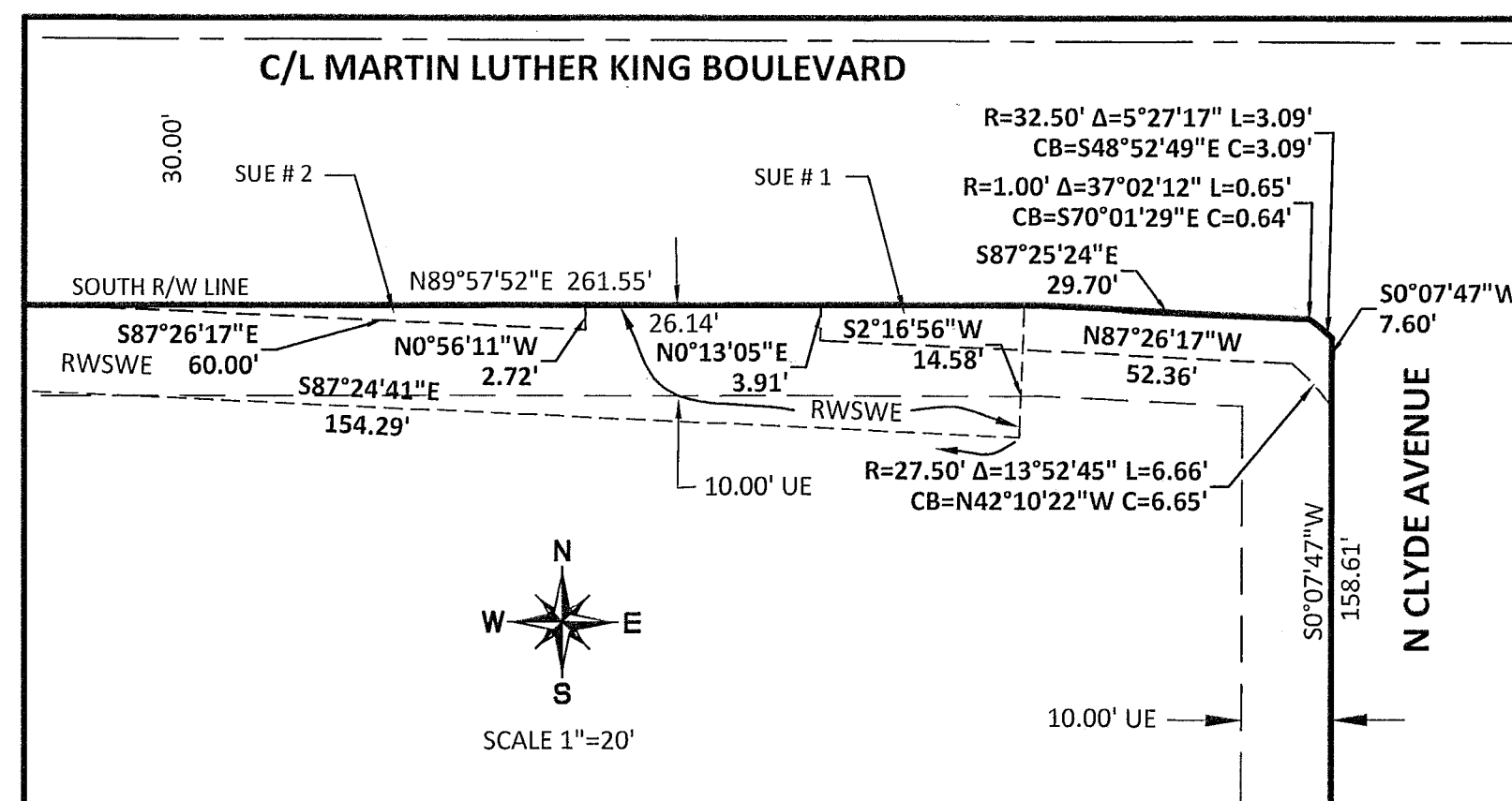
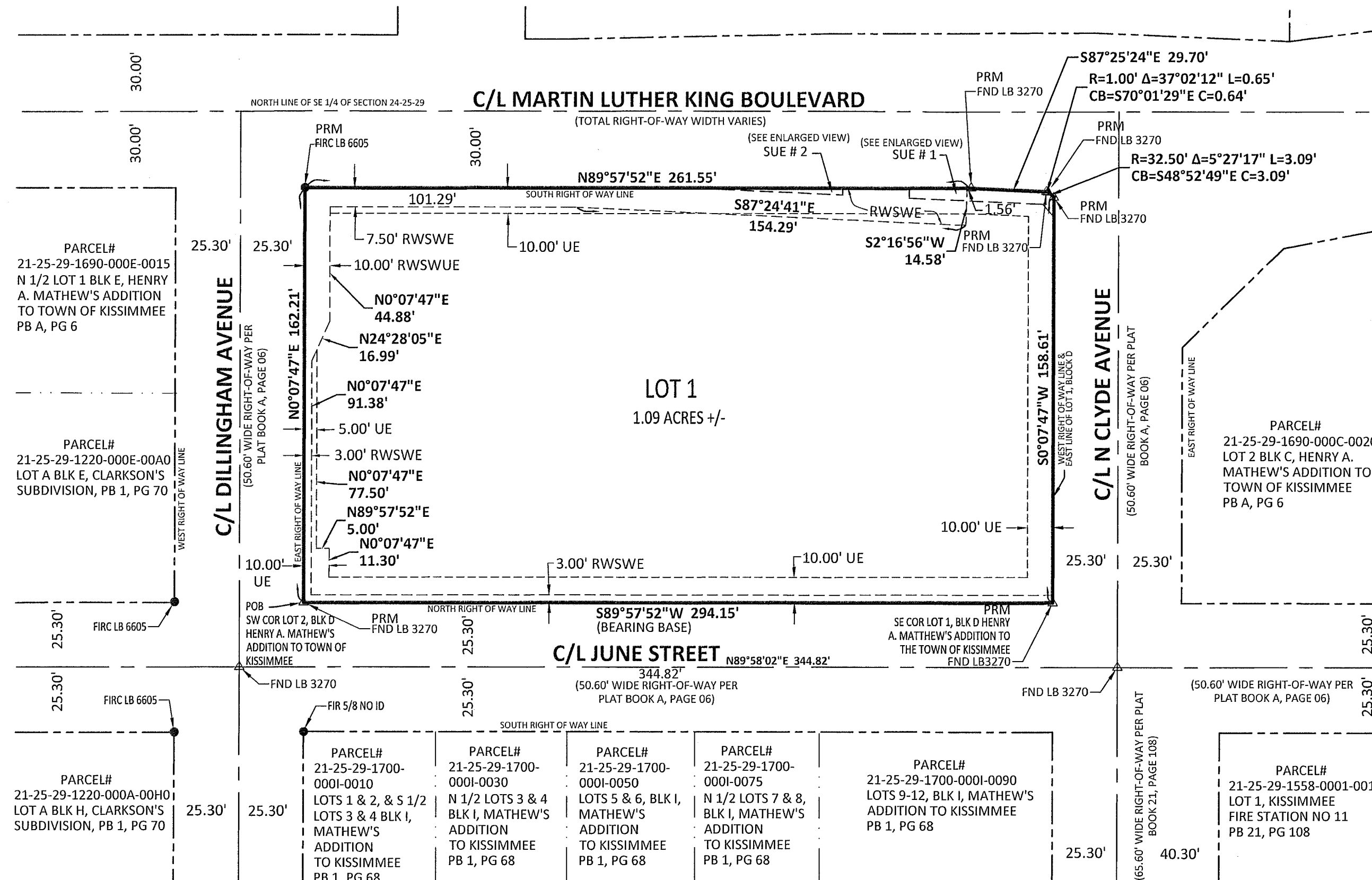
LOTS 1 AND 2, BLOCK D, HENRY A. MATHEW'S ADDITION TO THE TOWN OF KISSIMMEE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 6 OF THE PUBLIC RECORDS OSCEOLA COUNTY, FLORIDA.

LESS AND EXCEPT ANY ROAD RIGHT OF WAY PREVIOUSLY TAKEN FOR MARTIN LUTHER KING BOULEVARD; ALSO LESS THAT RIGHT OF WAY PARCEL TAKEN BY THE CITY OF KISSIMMEE FOR MARTIN LUTHER KING BOULEVARD RECORDED IN OFFICIAL RECORDS BOOK 2846, PAGES 649 THROUGH 654, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

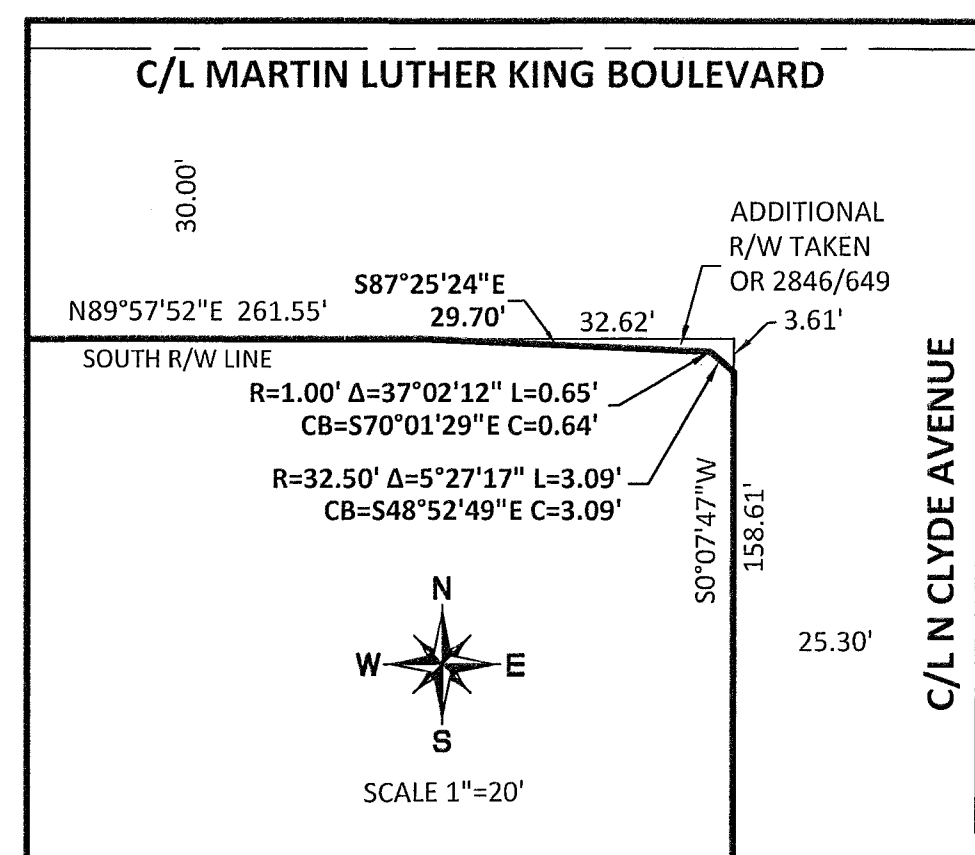
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK D, OF HENRY A. MATHEW'S ADDITION TO THE TOWN OF KISSIMMEE; THENCE RUN N 00° 07' 47" E, FOR A DISTANCE OF 162.21 FEET, TO THE SOUTH RIGHT OF WAY LINE OF MARTIN LUTHER KING BOULEVARD; THENCE N 89° 57' 52" E, ALONG SAID SOUTH RIGHT OF WAY LINE, FOR A DISTANCE OF 261.55 FEET; THENCE S 87° 25' 24" E, CONTINUING ALONG SAID RIGHT OF WAY LINE, FOR A DISTANCE OF 29.70 FEET, TO THE BEGINNING OF A CURVE; SAID CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 1.00 FEET, WITH A CENTRAL ANGLE OF 37° 02' 12", WITH A CHORD BEARING AND DISTANCE OF S 70° 01' 29" E, 0.64 FEET, THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, FOR A DISTANCE OF 0.65 FEET, TO A COMPOUND CURVE, SAID CURVE TURNING TO THE RIGHT, HAVING A RADIUS OF 32.50 FEET, WITH A CENTRAL ANGLE OF 05° 27' 17", WITH A CHORD BEARING AND DISTANCE OF S 48° 52' 49" E, 3.09 FEET, THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 3.09 FEET, TO A POINT ON A NON-TANGENT LINE AND WEST RIGHT OF WAY LINE OF NORTH CLYDE AVENUE, ALSO BEING THE EAST LINE OF LOT 1, BLOCK D, OF AFORESAID HENRY A. MATHEW'S ADDITION TO THE TOWN OF KISSIMMEE; THENCE S 00° 07' 47" W, ALONG SAID WEST RIGHT OF WAY LINE OF NORTH CLYDE AVENUE, FOR A DISTANCE OF 158.61 FEET, TO THE NORTH RIGHT OF WAY LINE OF JUNE STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 1, BLOCK D, OF SAID HENRY A. MATHEW'S ADDITION TO TOWN OF KISSIMMEE; THENCE S89° 57' 52" W, ALONG SAID NORTH RIGHT OF WAY LINE OF JUNE STREET, FOR A DISTANCE OF 294.15 FEET, TO THE POINT OF BEGINNING.

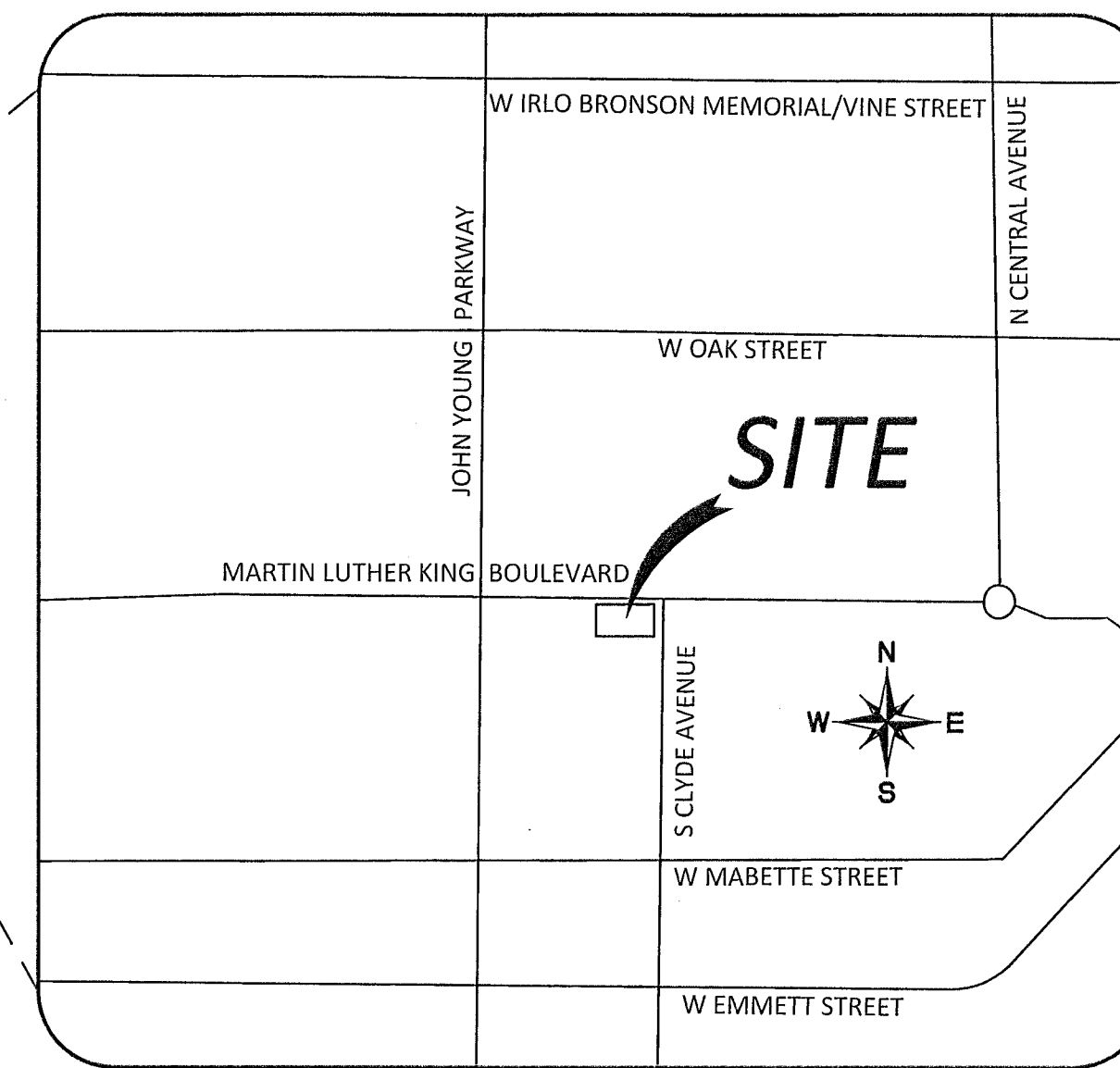
CONTAINING 1.09 ACRES MORE OR LESS.



ENLARGED VIEW OF SLOPE & UTILITY EASEMENTS RECORDED IN ORB 2846, PG 668



ENLARGED VIEW OF ADDITIONAL RIGHT OF WAY TAKEN, RECORDED IN ORB 2846, PG 649



PLAT NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON ASSUMED BEARING OF S89°57'52" W, ALONG NORTH RIGHT OF WAY LINE OF JUNE STREET.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICE OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- ALL SIDEWALKS AND LANDSCAPING ELEMENTS, INCLUDING TREES, WITHIN THE RIGHT OF WAYS IN THIS DEVELOPMENT AS REQUIRED BY THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE SHALL BE MAINTAINED BY THE CITY OF KISSIMMEE.
- THERE IS A (RWSWUE) RIGHT OF WAY, SIDEWALK AND UTILITY EASEMENT, ADJACENT TO ROADWAY FRONTAGE ON JUNE STREET AND MARTIN LUTHER KING BOULEVARD AND A PORTION OF DILLINGHAM AVENUE, AS DEPICTED ON THE PLAT DRAWING, WHICH IS DEDICATED TO THE CITY OF KISSIMMEE BY THIS PLAT.
- THERE IS A 10.00' WIDE UTILITY EASEMENT ADJACENT TO ROADWAY FRONTAGE ON JUNE STREET, MARTIN LUTHER KING BOULEVARD AND N CLYDE AVENUE, UTILITY EASEMENT ADJACENT TO DILLINGHAM AVENUE VARIES AS DEPICTED ON PLAT DRAWING. ALL UTILITY EASEMENTS ARE DEDICATED FOR PUBLIC UTILITIES.
- THE OWNER OF THE REAL PROPERTY, AS DESCRIBED IN THIS PLAT, HEREBY DEDICATES AND GRANTS TO THE HOPEFUL KALIGA WATER AUTHORITY (TWA), ITS SUCCESSORS AND ASSIGNS, PERPETUAL UTILITY EASEMENTS IN, OVER, ACROSS, AND UNDER THE REAL PROPERTY, AS DEPICTED ON THE PLAT, FOR THE PURPOSE OF INGRESS AND EGRESS TO, AND INSTALLING, MAINTAINING, REPAIRING, RECONFIGURING, AND RECONSTRUCTING OF WATER, WASTEWATER, AND REUSE WATER UTILITIES AND ASSOCIATED FACILITIES WITHIN SAID EASEMENTS. THE OWNER MAY CONTINUE TO USE THE SURFACE OF THE EASEMENT AREAS FOR ANY LAWFUL PURPOSE THAT DOES NOT UNREASONABLY INTERFERE WITH THE EASEMENT RIGHTS GRANTED HEREIN, INCLUDING THE RIGHT TO IMPROVE THE EASEMENT AREAS, WHICH IMPROVEMENTS MAY INCLUDE PARKING, PAVING, SIDEWALKS, LIGHTING, LANDSCAPING, GREEN SPACES, RECREATIONAL AREAS, AND DRIVE ASLES FOR MOTOR VEHICLES, UPON WRITTEN NOTICE TO, AND WRITTEN APPROVAL FROM, TWA. NO PERMANENT STRUCTURES OR IMPROVEMENTS, SUCH AS BUILDINGS, WALLS OR FOUNDATIONS, SHALL BE CONSTRUCTED, INSTALLED, OR PLACED ON, OVER, OR ACROSS SUCH UTILITY EASEMENTS. TWA, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT AND AUTHORITY TO CLEAR THE EASEMENT AREAS OF TREES, LIMBS, VEGETATION, AND OTHER PHYSICAL OBJECTS WHICH ENDANGER OR INTERFERE WITH THE SAFE OR EFFICIENT INSTALLATION, OPERATION OR MAINTENANCE OF FACILITIES EXISTING WITHIN THE UTILITY EASEMENTS.
- THIS PLAT GRANTS TO KISSIMMEE UTILITY AUTHORITY ACCESS AND USE OF THOSE UTILITY EASEMENTS SHOWN HEREON FOR THE PURPOSE OF ACCESS TO AND THE INSTALLATION, CONSTRUCTION, RECONSTRUCTION, OPERATION, REPLACEMENT AND REPAIR OF UTILITY ELECTRICAL LINES, OVER UTILITY EASEMENTS AS FOLLOWS: AS DEPICTED ON THE PLAT DRAWING FOR DILLINGHAM AVENUE AND BEING 10.00' WIDE ADJACENT TO ROADWAY FRONTAGE ON JUNE STREET, MARTIN LUTHER KING BOULEVARD AND N CLYDE AVENUE.
- THE RWSWUE ALONG THE SOUTH SIDE OF MARTIN LUTHER KING BOULEVARD IS SET ON A 20.00' OFFSET FROM THE EXISTING BACK OF CURB LINE.
- DEVELOPERS AGREEMENT FOR THE NOTED PROPERTY IS RECORDED IN OFFICIAL RECORDS BOOK 6313, PAGE 47, IN THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

ABBREVIATIONS LEGEND

AC	ACRES	PRM	PERMANENT REFERENCE MONUMENT
(C)	CALCULATED DATA	RWSWUE	RIGHT-OF-WAY & SIDEWALK EASEMENT
(D)	CENTERLINE		
(IP)	DESCRIPTION DATA		
FIR	PLAT DATA	SEC	SECTION
FND	FOUND IRON ROD	SUE	SLOPE & UTILITY EASEMENT
FAC	FOUND IRON ROD & CAP	SWE	SIDEWALK EASEMENT
ID	IDENTIFICATION	UE	UTILITY EASEMENT
LB	LICENSED BUSINESS	PC	POINT OF CURVATURE
LS	LICENSED SURVEYOR	PT	POINT OF TANGENCY
NO	NUMBER	PAGE-	PAGE - PAGES
POB	POINT OF BEGINNING	R	RADIUS
ORB	OFFICIAL RECORDS BOOK	L	ARC LENGTH
PB	PLAT BOOK	CB	CHORD BEARING
		C	CHORD DISTANCE

● DENOTES PERMANENT REFERENCE MONUMENT SET 5/8" REBAR & CAP (CAP STAMPED: "PRM LB 6605")

△ DENOTES FOUND NAIL & DISC (DISC LB 3270)

DRC# SR-22-0021

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN, AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THIS COUNTY

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY

PLAT
BOOK

PAGE

DILLINGHAM APARTMENTS DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT OSCEOLA MENTAL HEALTH, INC., A FLORIDA NON-PROFIT CORPORATION, SUCCESSOR BY NAME CHANGE TO MENTAL HEALTH SERVICES OF OSCEOLA COUNTY, INC., A FLORIDA CORPORATION, THE UNDERSIGNED, BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREON EXPRESSED. THE PUBLIC RIGHTS OVER RIGHT OF WAY, UTILITY & SIDEWALK EASEMENTS SHOWN HEREON SHALL BE DEDICATED TO THE PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF, THE UNDERSIGNED, HAS CAUSED THESE PRESENTS TO BE SIGNED AND SEALED BY THE PERSON(S) NAMES BELOW ON SEP 21, 2023.

BY: OSCEOLA MENTAL HEALTH, INC.,
A FLORIDA NON-PROFIT CORPORATION,
SUCCESSOR BY NAME CHANGE TO
MENTAL HEALTH SERVICES OF OSCEOLA COUNTY, INC.
A FLORIDA CORPORATION

BY: Garrett Griffin
SIGNATURE
PRINT NAME

SIGNED IN THE PRESENCE OF:

Michael Hall
PRINT NAME

Breonna Ellis
PRINT NAME

Michael V. Hall
WITNESS SIGNATURE

Breonna Ellis
WITNESS SIGNATURE

STATE OF FLORIDA,
COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF
[X] PHYSICAL PRESENCE OR [] ONLINE NOTARIZATION.

THIS 21 DAY OF SEP, 2023, BY Garrett Griffin
MANAGING MEMBER OF MENTAL HEALTH SERVICES OF OSCEOLA COUNTY, INC. A FLORIDA CORPORATION, THEY [] ARE PERSONALLY KNOWN TO ME OR [X] HAS PRODUCED
AS IDENTIFICATION.

Wendy Delas
NOTARY PUBLIC
PRINTED NAME OR STAMP Marich Delas

COMMISSION # HH 196013
MY COMMISSION EXPIRES 11/7/2025

QUALIFICATION AND STATEMENT OF SURVEYOR AND MAPPER

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, IS A LICENSED AND REGISTERED SURVEYOR AND MAPPER, THAT THE FOREGOING PLAT WAS PREPARED BY HIM UNDER HIS DIRECTION AND SUPERVISION; THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN FOUND OR PLACED AS REQUIRED BY ALL STATE AND LOCAL REGULATIONS AND THAT THIS PLAT COMPLIES WITH ALL SURVEY REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND CITY OF KISSIMMEE LAND DEVELOPMENT CODE. THE LAND DESCRIBED HEREON LIES IN SECTIONS 21, TOWNSHIP 25 SOUTH, RANGE 29 EAST, OSCEOLA COUNTY, FLORIDA.

KPM FRANKLIN
CERTIFICATE OF AUTHORIZATION NUMBER LB 6605
222 CHURCH STREET
KISSIMMEE, FLORIDA, 34741
PHONE: (407) 846-1216

DATE: 9/14/2023 BY: John M. Pulice
JOHN M. PULICE,
FLORIDA REGISTERED SURVEYOR AND
MAPPER REGISTRATION NO. PSM 6811

CERTIFICATE OF APPROVAL BY SURVEYOR REPRESENTING CITY

PURSUANT TO SECTION 177.081, FLORIDA STATUTES, I HAVE REVIEWED THIS PLAT FOR CONFORMITY TO CHAPTER 177, FLORIDA STATUTES, AND FIND THAT SAID PLAT COMPLIES WITH THE TECHNICAL REQUIREMENTS OF THAT CHAPTER: PROVIDED HOWEVER, THAT MY REVIEW DOES NOT INCLUDE FIELD VERIFICATION OF ANY OF THE COORDINATES, POINTS OR MEASUREMENTS SHOWN ON THIS PLAT.

SURVEYOR'S NAME: Richard D. Beaton

SIGNATURE: Richard D. Beaton

REGISTRATION NUMBER: 5700 DATE: 9/25/23
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER REPRESENTING
THE CITY OF KISSIMMEE, FLORIDA.

CERTIFICATE OF APPROVAL BY CITY COMMISSIONERS

THIS IS TO CERTIFY, THAT ON _____ THAT THE FOREGOING PLAT WAS
APPROVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE.

MAYOR: _____

CERTIFICATE OF COUNTY CLERK

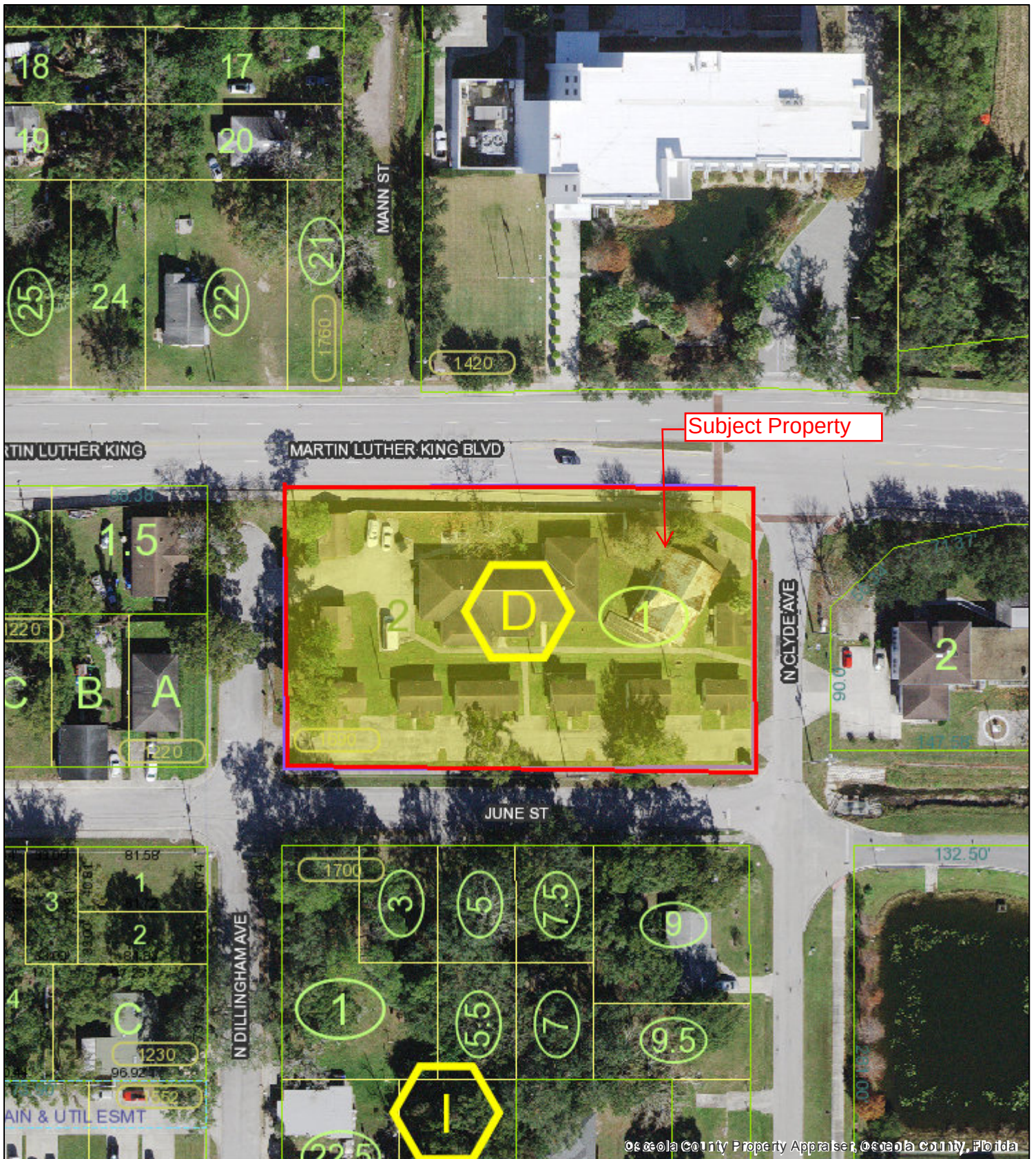
I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES AND THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE AND WAS

FILED FOR RECORD ON _____ AT _____
FILE NO. _____

CLERK OF THE CIRCUIT COURT IN
AND FOR OSCEOLA COUNTY, FLORIDA



222 CHURCH STREET
KISSIMMEE, FL 34741 | PHONE (407) 846-1216
CERTIFICATE OF AUTHORIZATION: 32059
EB NO. 8336 | LB NO. 6605
E-MAIL: SURVEY@KPMFRANKLIN.COM



SR-22-0021 Dillingham Apartments

Final Plat

Date Generated: 9/26/2023

0 40 80 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

ITEM 7.D**Freedom Land Christian Academy Replat 1 - Final Plat (DRC# SR-23-0006)****Request**

Approval of the final plat known as Freedom Land Christian Academy Replat 1.

Explanation

The owner of the property, House of Freedom, Inc., is requesting final plat approval without a guarantee. The property is located west of Robinson Avenue and is combining multiple underlying lots for development purposes.

Recommendation

Staff recommends approval of the final plat for the Freedom Land Christian Academy Replat 1.

REQUESTED CITY COMMISSION ACTION:

Approve

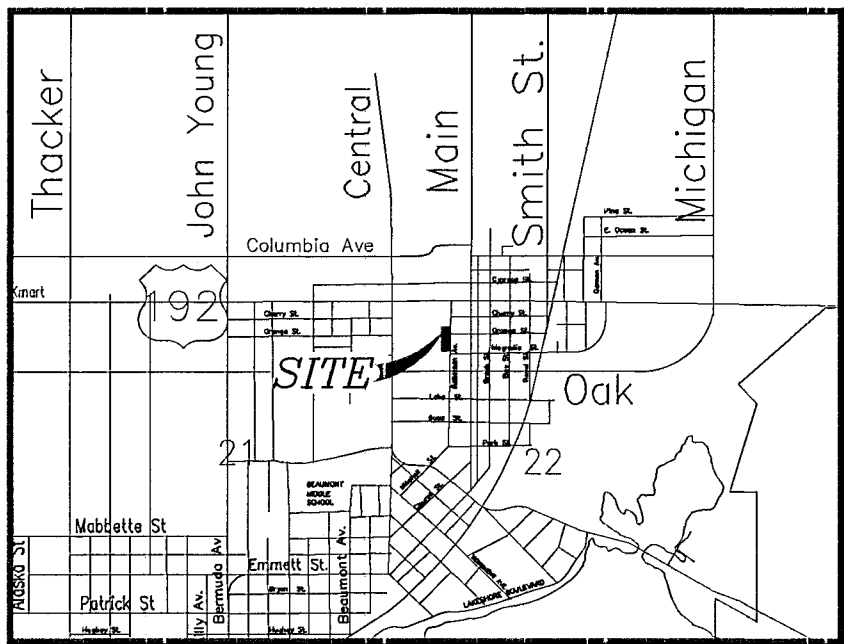
Department: Public Works & Engineering

Presenter:

Attachment(s):

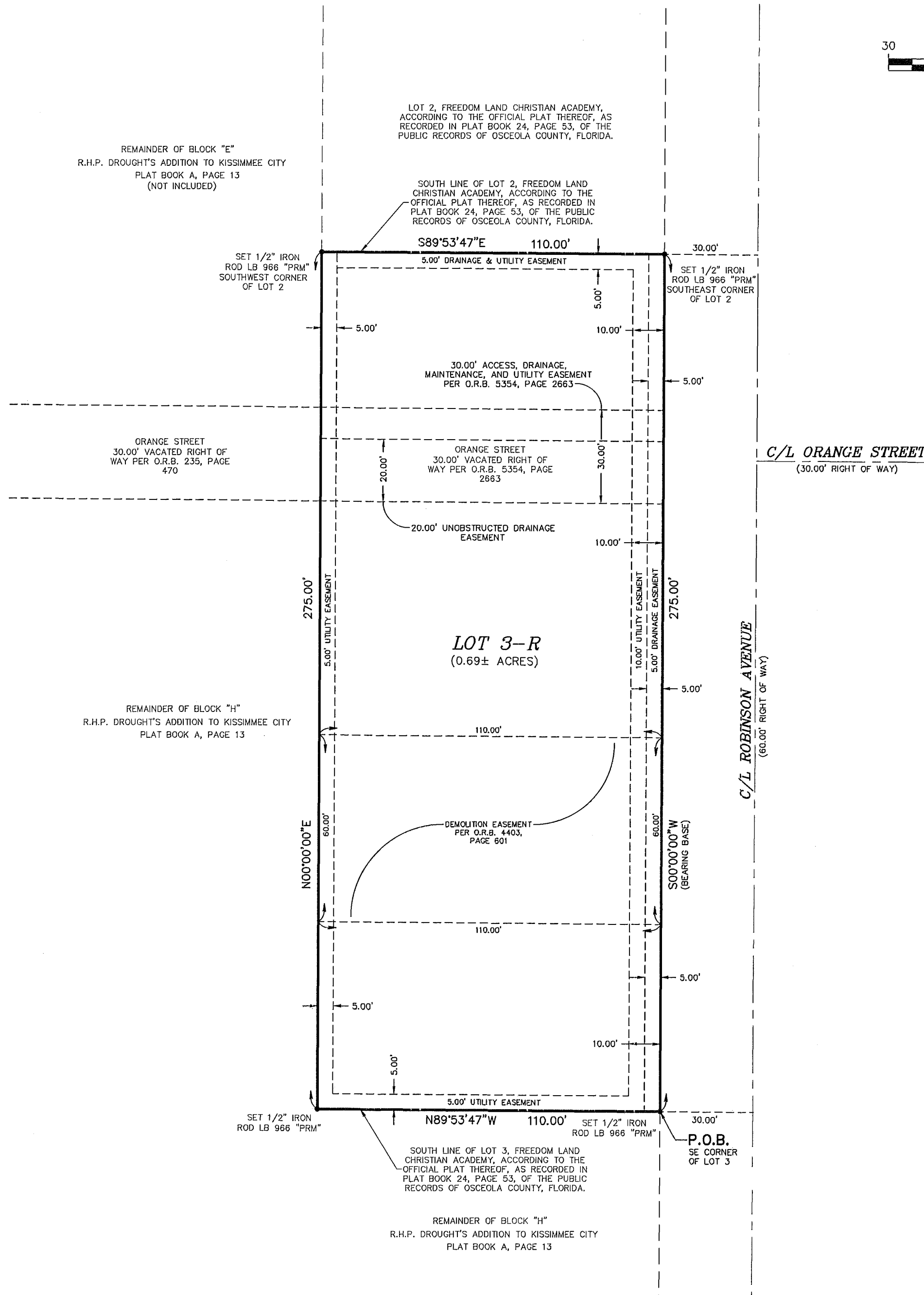
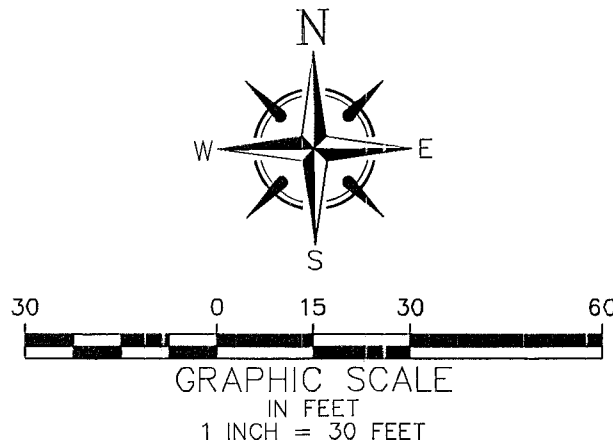
1. (S) Freedom Land Christian Academy Replat 1 Plat
2. Freedom Land Christian Academy Vicinity Map

FREEDOM LAND CHRISTIAN ACADEMY REPLAT 1



VICINITY MAP
NOT TO SCALE

A REPLAT OF LOT 3, FREEDOM LAND CHRISTIAN ACADEMY, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 53, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THAT PORTION OF VACATED ORANGE STREET ACCORDING TO OFFICIAL RECORDS BOOK 5354, PAGES 2663-2667 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND THE SOUTH 50 FEET OF THE EAST 110 FEET OF LOT 1, BLOCK "E", OF R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, AS RECORDED IN PLAT BOOK A, PAGE 13, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. SECTION 22, TOWNSHIP 25 SOUTH, RANGE 29 EAST OSCEOLA COUNTY, FLORIDA CITY OF KISSIMMEE



LEGAL DESCRIPTION:

LOT 3, FREEDOM LAND CHRISTIAN ACADEMY, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 53, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. AND: THAT PORTION OF VACATED ORANGE STREET ACCORDING TO OFFICIAL RECORDS BOOK 5354, PAGES 2663-2667 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. AND: THE SOUTH 50 FEET OF THE EAST 110 FEET OF LOT 1, BLOCK "E", OF R.H.P. DROUGHT'S ADDITION TO KISSIMMEE CITY, AS RECORDED IN PLAT BOOK A, PAGE 13, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, FREEDOM LAND CHRISTIAN ACADEMY, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 53, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, THENCE RUN N89°53'47"W, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 110.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE RUN N00°00'00"E, A DISTANCE OF 275.00 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID FREEDOM LAND CHRISTIAN ACADEMY; THENCE RUN S89°53'47"E, ALONG THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 110.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE RUN S00°00'00"E, A DISTANCE OF 275.00 FEET TO THE POINT OF BEGINNING. CONTAINING 30,249.95 SQUARE FEET OR 0.69 ACRES, MORE OR LESS.

SURVEYORS NOTES:

- BEARINGS ARE BASED ON THE WEST RIGHT OF WAY LINE OF ROBINSON STREET AS BEING S00°00'00"W PER PLAT OF FREEDOM LAND CHRISTIAN ACADEMY, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 53.
- ALL BOUNDARY CORNERS MARKED/STAMPED "P.R.M."
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN EVENT A CABLE TELEPHONE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION PER F.S. 177.091(28).
- ALL PLATTED UTILITY EASEMENTS SHOWN HEREON ARE ALSO FOR THE USE AND BENEFIT OF TOHO WATER AUTHORITY.

THE PROPERTY IS SUBJECT TO THE FOLLOWING:

- ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK A, PAGE 13, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
- ALL MATTERS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 24, PAGE 53, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.
- TOHOPEKALUCA WATER AUTHORITY WATER AND WASTEWATER SYSTEM DEVELOPER'S SERVICE AGREEMENT RECORDED 08/14/2008 IN OFFICIAL RECORDS BOOK 3724, PAGE 2850, AS AMENDED IN OFFICIAL RECORDS BOOK 4707, PAGE 1867, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

LEGEND

P.S. PLAT BOOK	(C) CALCULATED	Δ DELTA/CENTRAL ANGLE	O.R.B. OFFICIAL RECORDS BOOK
O.S. DEED BOOK	(P) PLAT	U.E. UTILITY EASEMENT	D.U.E. DRAINAGE AND UTILITY EASEMENT
B.C. BOOK	(D) DESCRIBED	U.E. UTILITY EASEMENT	D.U.E. DRAINAGE AND UTILITY EASEMENT
P.C. PAGE	(M) MEASURED	W. MARKERS	P.O.B. POINT OF BEGINNING
SECT. SECTION	(C.B. CHORD BEARINGS	W. MARKERS	P.O.C. POINT OF COMMENCEMENT
TWP. TOWNSHIP	C. CHORD	W. MARKERS	R/W RIGHT OF WAY
RNG. RANGE	R. RADIAL	W. MARKERS	O.R.B. OFFICIAL RECORDS BOOK
CON. CORNER	L. LENS	W. MARKERS	L. LICENSED SURVEYOR
OP. CORNER	(N.B. NON RADIAL	W. MARKERS	L. LICENSED SURVEYOR
AC. ACRES	TARGET	W. MARKERS	P.T. POINT OF TANGENCY
P.S.M. PROFESSIONAL	P.F. FOUND	W. MARKERS	P.C. POINT OF CURVE
SURVEYOR	P.F. FOUND	W. MARKERS	P.C. POINT OF CURVE
AND MAPPER	C. CENTERLINE	W. MARKERS	P.C. POINT OF CURVE

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

PLAT BOOK PAGE

DEDICATION FREEDOM LAND CHRISTIAN ACADEMY REPLAT 1

KNOW ALL MEN BY THESE PRESENTS, That the Corporation named below, being the owner in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed and dedicates the drainage and utility easements shown hereon to the perpetual use of the public,

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed and sealed by the person(s) named below on 9-21, 2023.

HOUSE OF FREEDOM, INC., A FLORIDA NON-PROFIT CORPORATION

By: Olga Morales
OLGA MORALES President

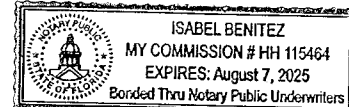
Signed and sealed in the presence of:

Witness: Iris Ponce
Print Name: Iris Ponce
Witness: Shirley Campos
Print Name: Shirley Campos

STATE OF FLORIDA COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 21 DAY OF September 2023, BY OLGA MORALES, AS PRESIDENT, SUCH PERSON ☒ IS PERSONALLY KNOWN TO ME OR ☐ AS IDENTIFICATION.

SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC



My Commission expires: 8/7/2025

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 4/17/2023 he completed the survey of the lands as shown in the foregoing plat or plan; and said survey was made under his responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in Section 22, Township 25 South, Range 29 East Osceola County, Florida.

Dated 9/20/23 Registration No. 165700
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966
JOHNSTON'S SURVEYING INC. 900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That onthe Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes, Chapter 177.

Dated Registration No., P.S.M.

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, That onthe approved the foregoing plat

ATTEST: MAYOR

CITY CLERK

CERTIFICATE OF COUNTY CLERK

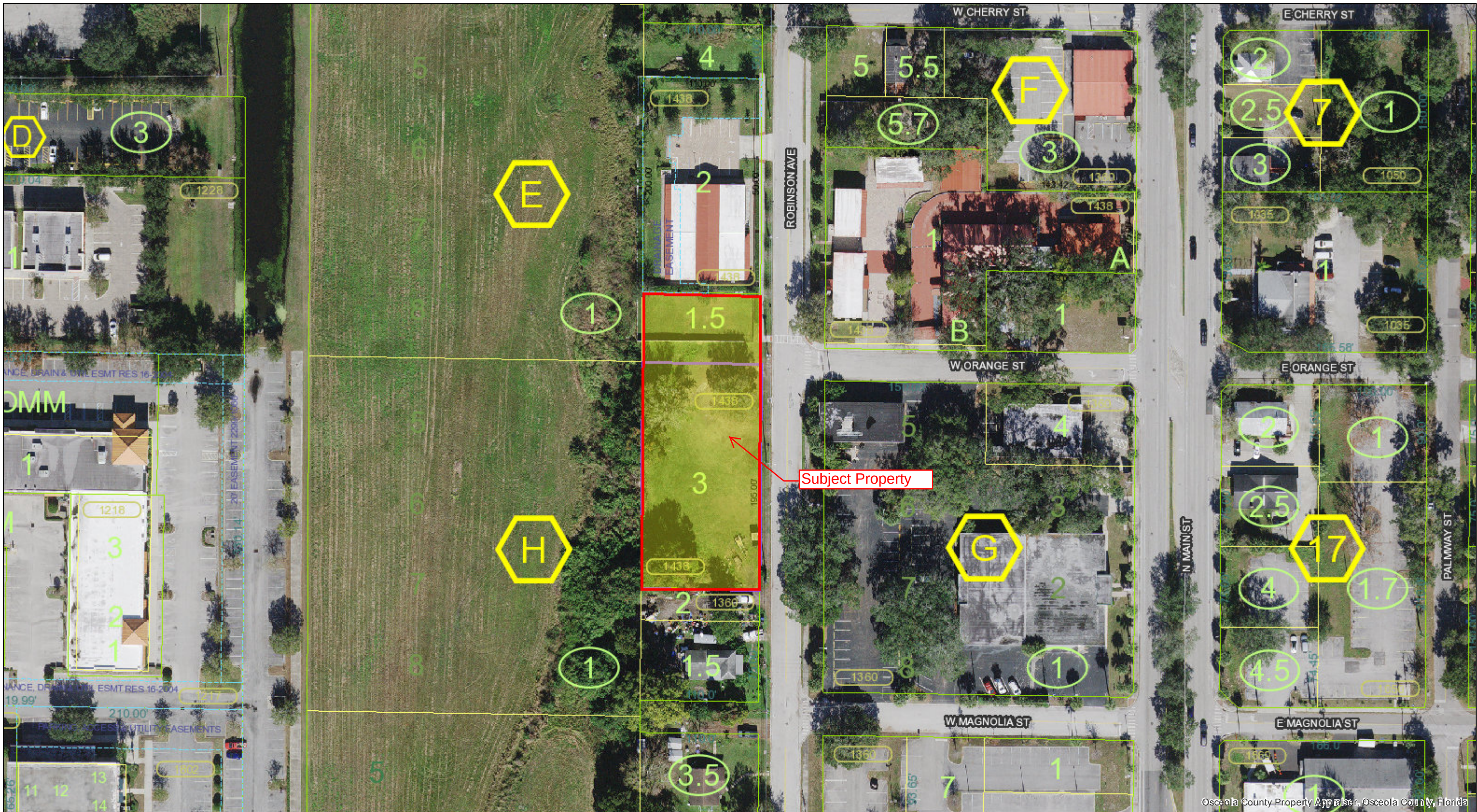
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on

..... at
Clerk of the Circuit Court
in and for Osceola County, Florida
BY:D.C. File No.

JOHNSTON'S
SURVEYING INC.

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

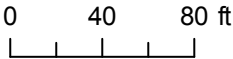
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966



SR-23-0006-Freedom Land Academy Replat 1

Final Plat

Date Generated: 9/5/2023



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

ITEM 7.E

Authorization to purchase the annual city vehicle requirements from the State Contract, Sheriff's Contract, Cooperative Purchasing Contracts or the City's Local Bid

Request

This request is for authorization to purchase the FY 2023-24 City vehicle requirements from the State Contract, Sheriff's Contract, Cooperative Purchasing Contracts or the City bid, whichever is most cost-effective, considering the requirements of the departments.

Explanation

The City has 20 units on the budget this year at a budgeted cost of \$940,500. Included in this total are 10 vehicles for the Police Department at a cost of \$539,000.

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

Recommendation

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

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

None

ITEM 7.F

Purchase of Vacant Land Contract - 50 Lakeview Drive

Request

Staff requests the approval of this Vacant Land Contract between the sellers of 50 Lakeview Drive and the City of Kissimmee.

Explanation

The City has long discussed the idea of purchasing the property at 50 Lakeview Drive, traditionally known as the Steffee Property. This parcel contains a vacant single family structure on approximately 1.66 acres across from Lakefront Park and is the only parcel among surrounding properties in this area that is not owned by the City. The owner has had interest from buyers seeking to develop the property for housing, but has a desire to sell to the City to ensure a future legacy for the lakefront area.

The property was previously listed for sale at a price of \$1.5 million but the owner has agreed to sell to the City at a price of \$1.1 million. Though at this time the City has no plans for future use of the property, acquisition of this parcel will ensure that the City and Downtown Kissimmee Community Redevelopment Agency (DKCRA) will have complete control over the future use of this area.

As a result, staff requests Commission approval to cooperatively fund this land purchase along with the DKCRA. The City entered into a letter of intent to purchase the property, which enabled negotiations to continue and an updated appraisal to be produced. The City has approximately \$760,000 set aside in the capital budget for this purchase, with the remaining funding anticipated to be provided through the DKCRA.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
35910106 506191	TBD	Decrease		\$760,000

Financial Summary:

There are adequate funds available for this purchase.

Recommendation

Approval of the purchase contract for 50 Lakeview, and authorization for the City Manager to execute any additional documents that may be necessary to complete the purchase.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: City Attorney
Presenter:

Attachment(s):

1. (S) Vacant Land Contract - 50 Lakeview Drive



Vacant Land Contract

- 1* **1. Sale and Purchase ("Contract"):** Vera D Williams, Trustee of the Vera D Williams Trust & Paul W Eisenbarth & Pola E Sommers
2* ("Seller") and City of Kissimmee Pola E Sommers
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: 50 LAKEVIEW DR KISSIMMEE FL 34741-5707
6* Legal Description:
7 LILLIE A JOHNSON RESUB PB 1 PG 077 LOTS 1 THRU 3 LESS SWLY 36.6 FT OF LOT 3
8
9
10
11* SEC 28 /TWP / 25 /RNG 29 of Osceola County, Florida. Real Property ID No.: 28-25-29-1500-0001-0010
12* including all improvements existing on the Property and the following additional property: _____
13
14* **2. Purchase Price:** (U.S. currency)..... \$ 1,100,000.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: Stewart Title Company
17* Escrow Agent's Contact Person: Jami Maxson
18* Escrow Agent's Address: 1801 W Emmett St., Kissimmee, FL 34741
19* Escrow Agent's Phone: 407-846-7477
20* Escrow Agent's Email: JMaxson@Stewart.com
21
22* (a) Initial deposit (\$0 if left blank) (**Check if applicable**)
23* ☐ accompanies offer
24* ☒ will be delivered to Escrow Agent within 5 days (3 days if left blank) \$ 50,000.00
25 after Effective Date
26* (b) Additional deposit will be delivered to Escrow Agent (**Check if applicable**)
27* ☐ within _____ days (10 days if left blank) after Effective Date \$ _____
28* ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
29* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
30 (d) Other: \$ _____
31* (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations) \$ 1,050,000.00
32* to be paid at closing by wire transfer or other Collected funds.....
33* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
34* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
35 prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
36 calculation of total area of the Property as certified to **Seller** and **Buyer** by a Florida licensed surveyor in
37* accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
38 calculation: _____
39* **3. Time for Acceptance; Effective Date:** Unless this offer is signed by **Seller** and **Buyer** and an executed copy
40 delivered to all parties on or before 10/18/2023, this offer will be withdrawn and **Buyer's** deposit, if
41 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
42 delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer**
43* **4. Closing Date:** This transaction will close on 12/18/2023 ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and **Buyer** is unable to obtain property
48 insurance, **Buyer** may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, **Buyer** will immediately return all **Seller** provided documents and
50 other items.
51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (____) (____) and Seller (PES) (PWE) acknowledge receipt of a copy of this page, which is 1 of 8 pages.
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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

(a) ☒ **Buyer** will pay cash for the Property with no financing contingency.
 (b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within n/a days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within n/a days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

(1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or n/a % of the purchase price at (Check one) ☐ a fixed rate not exceeding n/a % ☐ an adjustable interest rate not exceeding n/a % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

(2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at n/a % and payable as follows: n/a

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

(3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to n/a

LN# n/a in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) n/a interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds n/a % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. Assignability: (Check one) **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. Title: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

(a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☒ within 30 days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

(1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (_____) (_____) and Seller   acknowledge receipt of a copy of this page, which is 2 of 8 pages.
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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 45 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

Buyer () () and Seller  acknowledge receipt of a copy of this page, which is 3 of 8 pages.

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(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Estoppel Fee(s)

Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Title evidence (if applicable under Paragraph 8)

Lender's title policy at the simultaneous issue rate

Inspections

Survey

Insurance

Other: Documentary Stamp Taxes on the Deed

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

Buyer (____) (____) and Seller   acknowledge receipt of a copy of this page, which is 4 of 8 pages.
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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

- 17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

- 18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

- 19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

- 20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

- 21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

327* Cheryl L Grieb 3006738
328 Seller's Sales Associate/License No.

n/a
Buyer's Sales Associate/License No.

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329*	<u>cheryl@oldekissimmeerealty.com</u>	<u>n/a</u>
330	Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
331		
332*	<u>407-922-2000 407-922-2000</u>	
333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
334		
335*	<u>OLDE KISSIMMEE REALTY INC</u>	<u>n/a</u>
336	Listing Brokerage	Buyer's Brokerage
337		
338	<u>11 N. Vernon Avenue Kissimmee FL 34741</u>	
339*	Listing Brokerage Address	Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 **(Check if applicable):**
 342* ☐ A. Back-up Contract
 343* ☐ B. Kick Out Clause
 344* ☒ C. Other Lead-Based Paint Disclosure

345* **23. Additional Terms:**
 346 Buyer to pay Documentary Stamp Taxes on the Deed as per line 207.
 347
 348 This sale includes a 2 story frame structure built in 1894 which is considered of no value and
 349 will convey at closing.

361 **COUNTER-OFFER/REJECTION**

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364* ☐ Seller rejects Buyer's offer

365 **[The remainder of this page is intentionally left blank.**
 366 **This Contract continues with Line 367 on Page 8 of 8.]**

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367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

378

379* **Buyer:** _____ Date: _____

380* Print name: Mike Steigerwald, City Manager

381* **Buyer Seller:** Vera D. Williams, Trustee Date: 10/5/23

382* Print name: Vera D Williams, Trustee

383 **Buyer's address for purpose of notice:**

384* Address: 101 Church Street Kissimmee FL 34741

385* Phone: _____ Fax: _____ Email: _____

386* **Seller:** Pola E Sommers Date: 10/05/2023

387* Print name: Pola E Sommers

388** **Seller:** Paul W Eisenbarth Date: 10/05/2023

389* Print name: Paul W Eisenbarth

390 **Seller's address for purpose of notice:**

391* Address: _____

392* Phone: _____ Fax: _____ Email: _____

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Vera D Williams, Trustee of the Vera D Williams Trust Paul W Eisenbarth & Pola E Sommers (SELLER) and City of Kissimmee Pola E Sommers (BUYER) concerning the Property described as 50 LAKEVIEW DR

KISSIMMEE

FL

34741-5707

Buyer's Initials

Seller's Initials

PES

PWE

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

PES PWE

PES PWE

(a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):

- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (CHECK ONE BELOW):

- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____

- ☒ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (CHECK ONE BELOW):

- ☒ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

(f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Pola E Sommers

10/05/2023

Paul W Eisenbarth

10/05/2023

Cheryl L Grieb

10/05/2023

Listing Licensee
Cheryl L Grieb

Date

BUYER Mike Steigerwald, City Manager

Date

Vera D Williams, Trustee

10/5/23

BUYER Vera D Williams, Trustee

Date

Buyer

Selling Licensee

Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

Page 1 of 1 P. LEAD-BASED PAINT DISCLOSURE

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ITEM 7.G

Advertising Funding from Experience Kissimmee for Kissimmee Gateway Airport

Request

Request Commission approval to accept advertising funding in the amount of \$30,000.00 from Experience Kissimmee for the Kissimmee Gateway Airport.

Explanation

Experience Kissimmee is offering a grant to fund an advertising program by and for the Kissimmee Gateway Airport in the amount of \$30,000.00 for FY 2024. Funds will be used to advertise to the corporate and leisure travel market, the flight training and aircraft maintenance market, and the aviation economic development market.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
47070103-504901		Increase	30,000	
47000337-337410		Increase	30,000	

Financial Summary:

The total amount of \$30,000.00 will go towards advertising the airport and its businesses.

Recommendation

Staff recommends approval to accept \$30,000.00 from Experience Kissimmee for airport advertising.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) Aid to Private Organization Agreement-Signed

Aid to Private Organizations Agreement

Company Legal Name (“Organization”): Kissimmee Gateway Airport – City of Kissimmee
Organization Address: 401 Dyer Blvd., Kissimmee FL 34741
Organization Primary Contact Name: Mike Steigerwald, City Manager
Organization Primary Contact E-Mail: msteiger@kissimmee.org
Organization Contact Phone Number: 407-518-2306

Short General Description of Project (“Project”): Kissimmee Gateway Airport Destination Marketing Agreement

Start Date: October 1, 2023 **End Date:** September 30, 2024

Payment Amount and Schedule of Payments: Experience Kissimmee shall award the City of Kissimmee \$30,000.00. The entire award amount shall be due within thirty (30) days of the City’s submission of and Experience Kissimmee’s approval of a marketing and advertising plan but not prior to October 1, 2023.

Key Performance Indicators (“Key Performance Indicators” or “KPI”) to be Reported to Experience Kissimmee and timing: Quarterly reports are due:

Q1 – October 1 – December 31; report due **January 1, 2024**

Q2 – January 1 – March 31; report due **April 1, 2024**

Q3 – April 1 – June 30; report due **July 31, 2024**

Q4 – July 1 – September 30; report due **October 31, 2024**

Reports are to include:

- Return on Investment of advertising funded by Experience Kissimmee.
- Approximate number of Osceola County room nights booked by businesses located in the Airport for its transient customers and clients.
- A report of monthly visits to the Organization’s website attributable to the advertising displayed at the Organization or on its website, and total monthly “click-thrus” from the Organization’s website.

Experience Kissimmee Marks/Materials to be used, description of use and timing:

- The Organization's website shall prominently feature the Experience Kissimmee logo on the home page with text inviting viewers to visit www.ExperienceKissimmee.com for additional information.
- All marketing and advertising materials funded by Experience Kissimmee shall include its logo and be approved by Experience Kissimmee prior to insertion.

**Osceola Convention and Visitor's Bureau,
Inc. d/b/a Experience Kissimmee**

By: _____
Signature:  _____
Print Name: DT Minich
Title: President & CEO
Date: 10-1-23

Organization

By: _____
Signature: _____
Print Name: _____
Title: _____
Date: _____

Terms and Conditions

This Aid to Private Organizations Agreement (“agreement”) is entered into between Osceola Convention and Visitors Bureau, Inc. d/b/a Experience Kissimmee (“**Experience Kissimmee**”) and **Organization**. Experience Kissimmee and Organization are together the “**Parties**” or singularly a “**Party**”.

1) Duties

- a) Experience Kissimmee and Organization shall carry out the duties and obligations described in, and assigned to them, in the statement of work (“Statement of Work” or “SOW”).
- b) The Statement of Work forms a material part hereof and is incorporated herein fully by this reference.
- c) The Primary Contact identified in the SOW shall have sufficient authority to make decisions required under this agreement without resort to secondary authority.
- d) Organization shall provide to Experience Kissimmee proofs of all materials, advertisements, promotional materials, promotional videos, swag, collateral and the like that are intended to incorporate Experience Kissimmee intellectual property. Organization shall also provide a reasonable description of the intended use, channels of distribution and the like of same. Experience Kissimmee shall, in its sole discretion, review and approve, or disapprove, such. Subsequent to distribution/display, Organization shall provide proof of publication, use, distribution count, impressions and/or the like and other information as Experience Kissimmee shall reasonably require.

2) Payment

- a) As a condition to any payment by Experience Kissimmee, Organization shall:
 - i) Supply proof of performance as Experience Kissimmee may reasonably specify;
 - ii) Supply the required key performance indicators;

3) Term

- a) This agreement is effective as of the date of last signature affixed to the Statement or Work.
- b) This agreement shall commence on the “Start Date” specified in the SOW.
- c) This agreement shall end, except as otherwise provided herein, on the “End Date” specified in the SOW.

- d) The terms of this agreement which by their nature should survive the termination or expiration of this agreement will survive and be binding on the parties, including but not limited to sections 4 and 6.

4) Intellectual Property

- a) Experience Kissimmee grants to Organization from the Start Date to the End Date a non-exclusive, revocable, limited, royalty-free, and non-transferable license to use (i) Experience Kissimmee's trademarks, service marks, trademarks, and the like specifically designated by Experience Kissimmee in the SOW (collectively, "**Experience Kissimmee Marks**") and Experience Kissimmee's images, photographs, videos, and other copyrightable materials specifically designated by Experience Kissimmee in the SOW (collectively "**Experience Kissimmee Materials**", and together with the Experience Kissimmee Marks, the "**Experience Kissimmee IP**"), solely as necessary for use in the project described in the SOW. Organization shall use Experience Kissimmee IP in accordance with any trademark or other usage guidelines that Experience Kissimmee may communicate to Organization from time to time. Consistent with section 1(e), Organization shall submit examples of all proposed uses of the Experience Kissimmee IP to Experience Kissimmee for Experience Kissimmee's prior written approval in each instance. All uses of the Experience Kissimmee Marks, and all goodwill associated therewith, will inure solely to the benefit of Experience Kissimmee. Organization shall not use, register, or attempt to register any mark that is infringing, confusingly similar to or incorporates any of the Experience Kissimmee Marks. Organization acknowledges and agrees that Experience Kissimmee retains exclusive ownership and rights in the Experience Kissimmee IP.
- b) Other than as specified in the SOW and this section, the Parties each retain exclusive ownership and rights in their intellectual property, including without limitation, their trademarks, service marks, and commercial symbols as well as all associated moral rights. Further, Organization stipulates and agrees that the Experience Kissimmee Marks are valid, incontestable and not subject to collateral attack with the US Patent Trade Office, or any other similar body.

5) Termination

- a) This agreement may be terminated prior to the "End Date" as follows:
 - i) Either Party may terminate if the other fails to perform a material obligation required hereunder after thirty (30) days written notice to cure (which may be email);
 - ii) Either Party may terminate immediately if the other Party is insolvent or files or has filed against it any proceeding in federal or state court seeking insolvency protection or debtor relief;
 - iii) Either Party may terminate immediately if the other Party infringes on the intellectual property of the terminating Party or a third party, or acts in excess of the limited intellectual property license afforded to it under this agreement;

iv) Experience Kissimmee may terminate immediately if the Organization's reputation falls into disrepute or becomes inconsistent with the image or reputation of Experience Kissimmee; and,

v) Experience Kissimmee may terminate for convenience on 30 days written notice (which may be by email).

b) Termination pursuant to sections 5(a)(i)-(iv) will entitle the terminating Party to recover its damages; however, nothing in this agreement will prejudice the rights of the Parties to also seek temporary or permanent equitable relief. In the event of termination pursuant to section 5(a)(v), Experience Kissimmee's payment contemplated in the SOW will be presumed to be *pro rata* to the effective date of termination.

6) Confidentiality

a) The terms of this agreement are confidential to the extent that Florida public record laws allows. In addition, the Parties each may provide to the other certain confidential information. When the providing Party designates information as confidential, or if the receiving Party has a reasonable basis to believe that information is confidential or should be treated as confidential, then the receiving Party shall maintain its confidentiality by not disclosing that information. Information designated confidential or reasonably implied to be confidential will only be used in a manner consistent with the reason for its being provided to the receiving Party.

b) Regardless of the designation of information as confidential, information exchanged by the Parties shall not be considered confidential when it (i) is publicly known; (ii) is received from another source who can lawfully disclose such information without a duty to maintain its confidentiality; (iii) is already known by the receiving Party prior to receiving such information from the disclosing Party; or (iv) is independently developed, each of (i) through (iv) without breach of this agreement. Further, information shall not be deemed confidential, regardless of designation, when required to be disclosed by federal, state or local law, regulation or rule, or because of directive, subpoena or order issued by an authority possessing competent jurisdiction to require its disclosure. The Parties may share confidential information with their affiliates, related entities and/or professionals hired to provide services to a party so long as they agree to maintain the confidentiality of the information. Notwithstanding the foregoing, Experience Kissimmee may in its sole discretion release this agreement (i) when prudent to do so in voluntary response to a request for public records even though Florida's Public Records Act does not apply to Experience Kissimmee, or (ii) otherwise as required by contract or as Experience Kissimmee deems appropriate.

c) Within ten days of the termination of this agreement, all confidential information shall be returned to the disclosing party. Should returning such information be impracticable, then the receiving Party shall destroy the information and provide written confirmation of its destruction to the disclosing Party. Nothing in this agreement shall require the receiving Party to return or destroy confidential information when prohibited by applicable law or regulation.

- d) The receiving Party shall maintain all confidential information in a manner no less secure than it maintains its own confidential information, but in any event, no less secure than commercially reasonable taking into account the nature and sensitivity of the information, the damage that would arise (including without limitation, reputational damage) should such confidential information be improperly disclosed, and the cost of remediating a breach of confidentiality, including without limitation, the cost of notice, litigation arising from a breach and third-party damages, if any. Organization will comply with all data protection laws, rules and regulations, including without limitation the Federal Trade Commission Act, the European Data Protection Regulation and the California Consumer Protection Act and comply with such data security standards as applicable.
- e) In the event of a data breach or similar event where Experience Kissimmee's data or other confidential information in the possession of Organization is improperly accessed or obtained, used, lost, or becomes the subject of malware or ransomware, the Parties shall reasonably cooperate to remediate such event and provide notice as and if required by applicable law, rule or regulation. Organization shall bear the cost of its own remediation, notice, defense and indemnity as well as that of Experience Kissimmee. Insurance coverage limits by Organization's insurer shall not serve to limit Organization's liability. Experience Kissimmee shall have the right to control its own defense and to choose its own counsel. Likewise, Experience Kissimmee shall have the right to control all communication and notices that may be useful, necessary or required related to or arising from such an event, at Organization's cost. Organization shall promptly notify Experience Kissimmee, but in any event, in less than seventy-two hours following discovery of such an event as generally described in this section.

7) Exclusivity

- a) Unless otherwise specified in the SOW, Organization shall not engage in activities that are in competition with Experience Kissimmee during the term of this agreement.
- b) Unless otherwise specified in SOW, Experience Kissimmee may continue to carry out its operations as it sees fit which may be in competition with Organization and the Project.

8) Independence

- a) The actions to be taken under this agreement by Organization and Experience Kissimmee shall be independent of the other and not taken as an employee, agent, partner, joint venture, subsidiary or parent of the other. The Parties acknowledge that they are independent entities, are not attorneys-in-fact of the other, are not agents of the other, and are not allowed to incur any obligation on the other's behalf. The Parties shall not hold the other out as an agent, legal representative, partner, subsidiary, joint venture or employee of the other and shall not indicate or suggest that they are related or the same entities.

- b) Except as generally required to carry-out the purpose and timing of the actions set-out in the SOW, each Party shall control the conditions, time, details, and means by which it performs its obligations under this agreement.
- c) Neither Party shall have the right to inspect the work of the other except solely for the purpose of determining whether the work is being completed according to the SOW.
- d) Neither Party is eligible for and shall not receive any employee benefits from the other Party. Each Party is solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums, and all similar taxes and fees relating to its business.

9) Indemnification

- a) Organization shall defend, indemnify, and hold harmless the Experience Kissimmee Indemnified Parties, from and against all claims, suits, fines, liabilities, damages, losses and cost, including but not limited to, reasonable attorneys' fees, arising indirectly or directly, in part or solely by Organization's conduct, including but not limited to damage to the property or injury to a person. Organization covenants and warrants that it and all of its agents, vendors, servants, employees, and contractors will use due care and diligence in all of their activities and operations authorized by this agreement. In addition, Organization will defend, indemnify and hold harmless the Experience Kissimmee Indemnified Parties against any action, claim, or damages related or arising from (i) Organization's alleged violation of the intellectual property rights of a third party, and (ii) marketing ads, offerings or services provided by Organization including without limitation their associated contracts.
- b) For purposes of this section, "**Experience Kissimmee Indemnified Parties**" means Experience Kissimmee, its predecessors, successors and assigns, its directors, officers, agents, employees, contractors and subcontractors, and the directors, officers, agents, and employees of each of them as well as their assigns, its directors, officers, agents, employees, contractors and subcontractors, and the directors, officers, agents and employees.

10) Insurance

- a) Organization shall maintain insurance with coverage types and amounts that are reasonable under the circumstances including the indemnification requirements of §9 hereof.
- b) In addition to the requirements of § 10(a), above, Organization shall have and maintain those coverages in the amounts specified (if any) in SOW.
- c) Available insurance coverage will not serve to limit liability that may arise under this agreement. Organization shall name Experience Kissimmee as additional insureds.

Upon Experience Kissimmee's request, Organization shall provide Experience Kissimmee with a certificate of insurance from Organization's insurer evidencing the insurance coverage specified in this agreement. Organization shall provide Experience Kissimmee with 30 days' advance written notice in the event of a cancellation or material change in Organization's insurance policy. Except where prohibited by law, Organization shall require its insurer to waive all rights of subrogation against Organization and Experience Kissimmee.

11) Reporting, Books, Records

- a) Organization shall provide Experience Kissimmee with monthly or quarterly Project updates, the content, form, and frequency of which will be specified by Experience Kissimmee from time to time.
- b) The Parties expressly agree that Experience Kissimmee shall have, upon notice, access to all books, records and accounts of Organization relating to this agreement. Organization shall cooperate to provide such additional financial information relating to the Project and this agreement as requested by Experience Kissimmee from time to time, including but not limited to timely and prompt responses to all requests from Experience Kissimmee and its auditors.
- c) Likewise, Organization shall provide access to all data, information, books, records, materials and the like that Experience Kissimmee shall specify so as to permit Experience Kissimmee to audit and independently verify the key performance indicators set out the SOW.

12) General

- a) The Parties shall not assign this agreement or any rights or obligations hereunder, without prior written consent of the other Party.
- b) Organization shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, both foreign and domestic, relating to Organization's obligations under this agreement.
- c) This agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument. The Parties stipulate, agree, and acknowledge the mutual negotiation of this agreement's terms.
- d) This agreement, including and together with the SOW, is the sole and entire agreement of the Parties concerning the subject matter contained in this agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Unless the subject of another written contract, no other warranties, promises or agreements, express or implied exist between the Parties.
- e) In the event the Terms and Conditions, and the SOW are in conflict, then the terms of the SOW shall first control, then the Terms and Conditions shall control. In any event, where

at all possible, the SOW and the Terms and Conditions shall be read to understand their intent and then read to harmonize their requirements and only when the Parties manifest a clear intent to modify and amend the terms of the inferior document will they be amended.

- f) Any notices required under this agreement must be in writing and sent to the Organization's mailing address or email address set forth in SOW. As to Experience Kissimmee, notice shall be sent to the address or email addresses set forth in this section, below. If emailed, the notice shall be deemed received on the same day if the sending party receives no notice of delivery failure and the email is coupled with a copy sent via U.S. Postal Service, 1st class postage pre-paid. If only mailed, the notice must be sent certified mail, return receipt and shall be deemed received three business days after mailing. If sent via third party overnight courier, signature must be required upon receipt and the notice shall be deemed received on the date signed for. Notice to Experience Kissimmee must be sent to (unless otherwise specified by Experience Kissimmee):

Osceola Convention and Visitors Bureau, Inc.
d/b/a Experience Kissimmee
Attn: Melissa Vallejo, Sr. Manager of Operations & Community Engagement
215 Celebration Place
Suite 200
Celebration, Florida 34747
Email: MVallejo@experiencekissimmee.com

- g) The laws of the State of Florida govern this agreement without application of Florida's conflicts of laws, rules and doctrines. Any suit arising from this agreement shall be filed exclusively in the Ninth Judicial Circuit Court in and for Kissimmee, Florida, or in the United States District Court for the Middle District of Florida, Orlando Division should such court have jurisdiction. The parties stipulate that venue and personal jurisdiction are proper in such courts and waive any argument of forum *non conveniens*.
- h) **THE PARTIES WAIVE AND RELINQUISH ANY RIGHT TO A TRIAL BY JURY.** In the event of litigation or legal process arising from or related to this agreement, Experience Kissimmee and Organization expressly submit and consent to a "bench" trial.
- i) In the event of litigation arising from or related to this agreement, the prevailing party shall be entitled to recover from the other, attorneys' fees, paralegal fees and costs through all appeals.
- j) If any portion of this agreement is declared invalid by any law, order, decree or judgment of a court having jurisdiction over the parties and/or the subject matter, this agreement will be construed as if such portion is deleted from this agreement.
- k) The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.

- l) This agreement may be executed in counterparts, each of which is deemed an original. Delivery of an executed counterpart of a signature page to this agreement by facsimile or electronic scan and email shall be as effective as delivery of the originally executed signature page.
- m) The failure of Experience Kissimmee to insist upon the strict performance of any term of this agreement, or Experience Kissimmee's failure or refusal to exercise any option, right or remedy contained herein, will not be construed as a waiver or relinquishment for the future of such term, option, right or remedy. Rather, such term, option, right, or remedy will continue and remain in full force and effect. There will be no waiver by Experience Kissimmee unless explicitly set forth in writing and signed by Experience Kissimmee.

* * *

Statement of Work

Additional Terms not Contained in the Agreement:

I. ORGANIZATION OBLIGATIONS.

- A. The Organization will develop a one (1) year marketing and advertising plan to include, but not limited to print and online advertising to attract visitors to Osceola County. The plan will be presented to the EK President/CEO for approval within thirty (30) days of the execution date of this Agreement.
- B. The Organization's website, www.flykissimmee.com, shall prominently feature the EK logo on the home page with text inviting web viewers to visit www.ExperienceKissimmee.com for additional information and lodging reservations.
- C. All marketing and advertisements shall be approved by EK prior to insertion.
- D. The Organization will seek to demonstrate a Return on Investment (ROI) for advertising funded by EK to include but not limited to:
 - 1. A monthly report detailing the approximate number of Osceola County room nights booked by businesses located at the Organization for its transient customers and clients. This measurement will by no means capture the true number of the Organization users choosing to stay in Osceola County hotels as many users will book rooms on their own prior to traveling to Osceola County.
 - 2. A report of the monthly visits to the Organization's website attributable to the advertising displayed at the Organization or on its website, and the total monthly "click-thrus" from the Organization website to the EK website.
- E. The Organization will provide a copy of all expenses incurred for marketing, advertising and advertisement development.
- F. The Organization will give Experience Kissimmee the option of participating in monthly marketing conference calls to gain better synergy on marketing efforts.
- G. The Organization will give Experience Kissimmee the option of attending the Organization's After-Hours Events.

II. EXPERIENCE KISSIMMEE OBLIGATIONS.

- A. Experience Kissimmee will assist the Organization by hosting educational and informational sessions for airport tenants regarding the purpose of Tourist Development Tax, the importance of data collection and destination education.
- B. Experience Kissimmee will include Organization information on www.ExperienceKissimmee.com, related Experience Kissimmee websites and collateral distributed to visitors as deemed appropriate by Experience Kissimmee.

ITEM 7.H

Request transfer of funds from Airport Reserves to purchase maintenance equipment

Request

Request Commission approval to transfer additional funds of \$30,700 from Airport Reserves to purchase maintenance equipment allocated in FY 24 under AP2402 and AP2403.

Explanation

The Airport budget for 2024 includes funding for two projects; 1) \$8,200 in project #AP2402 for a tractor mowing attachment, and 2) \$105,000 in project #AP2403 for a replacement tractor. The budget originally included funding to replace an existing 8-foot mowing attachment. However, after re-evaluation by airfield maintenance staff, it is recommended that the Airport upgrade its fleet to a second 15-foot batwing mowing attachment. This would allow a more efficient use of airport maintenance staff, who not only must mow several hundred acres of the airfield year round but must also maintain other airfield components including runways, taxiways, pavement markings, signage and lighting. The state contract price for the batwing tractor attachment is \$27,413.20, leaving a shortfall of \$19,213.20 in project AP2402. In addition, the state contract price for the tractor is now \$116,345.36 due to inflationary cost increases since the budget was prepared, leaving a shortfall of \$11,345.36 in project AP2403.

As a result, in order to proceed with the purchase of these two necessary replacement items, Staff is requesting that a total of \$30,700.00 be transferred from Airport Reserves to cover the funding for both projects.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170100-509276		Decrease	30,700	
46170106-506495	AP2302	Increase	19,300	
46170106-506495	AP2304	Increase	11,400	

Financial Summary:

Additional funds from Airport Reserves are necessary due to inflation.

Recommendation

Staff recommends the Commission approve transferring additional funds of \$30,700 from Airport Reserves to purchase maintenance equipment allocated in FY 24 under AP2402 and AP2403.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Airport

Presenter:

Attachment(s):

1. 6120M Kissimmee Airport quote
2. FC15R Kissimmee Airport quote

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Everglades Equipment Group
 12049 S Orange Blossom Tr
 Orlando, FL 32837
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Equipment Group
 12049 S Orange Blossom Tr
 Orlando, FL 32837
 407-240-1023
 info@efe1963.com

Quote Summary
Prepared For:

CITY OF KISSIMMEE
 301 DYER BLVD STE 101
 KISSIMMEE, FL 34741
 Business: 407-518-2120

Delivering Dealer:

Everglades Equipment Group
 Bori Gregory
 12049 S Orange Blossom Tr
 Orlando, FL 32837
 Phone: 407-240-1023
 Mobile: 689-227-0482
 gbori@efe1963.com

Quote ID: 29733614
Created On: 04 October 2023
Last Modified On: 06 October 2023
Expiration Date: 03 November 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6120M Cab Tractor	\$ 153,086.00	\$ 116,345.36 X	1 =	\$ 116,345.36
ETAC (Everglades Technical Assistance Center)		\$ 0.00 X	1 =	\$ 0.00
Contract: Sourcewell Ag 110719-JDC (PG BA CG 76)				
Price Effective Date: October 3, 2023				
Equipment Total				\$ 116,345.36

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 116,345.36
Trade In	
SubTotal	\$ 116,345.36
Est. Service Agreement Tax	\$ 0.00
Total	\$ 116,345.36
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 116,345.36

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 29733614 **Customer Name:** CITY OF KISSIMMEE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Everglades Equipment Group
 12049 S Orange Blossom Tr
 Orlando, FL 32837
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Equipment Group
 12049 S Orange Blossom Tr
 Orlando, FL 32837
 407-240-1023
 info@efe1963.com

JOHN DEERE 6120M Cab Tractor

Contract: Sourcewell Ag 110719-JDC (PG BA CG 76)

Price Effective Date: October 3, 2023

Suggested List *

\$ 153,086.00

Selling Price *

\$ 116,345.36

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4297L	6120M Cab Tractor	1	\$ 146,712.00	24.00	\$ 35,210.88	\$ 111,501.12	\$ 111,501.12
Standard Options - Per Unit							
183E	JDLINK™ Modem	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1436	PowrQuad™ PLUS 24F/24R - 40 km/h	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1755	No ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2084	6M Cab - Economy Cab with RH Console	1	\$ 2,816.00	24.00	\$ 675.84	\$ 2,140.16	\$ 2,140.16
2142	Standard Seat	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
2665	Standard Radio	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3232	Hydraulic Pump - 80 l/min	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3338	3 Mechanical SCVs (3 SCVs 450 Series)	1	\$ 1,412.00	24.00	\$ 338.88	\$ 1,073.12	\$ 1,073.12
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Draft Links with Telescopic Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Center Link with Ball End - Category 2	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Blocks	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: 29733614 **Customer Name:** CITY OF KISSIMMEE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Everglades Equipment Group
 12049 S Orange Blossom Tr
 Orlando, FL 32837
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

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 Orlando, FL 32837
 407-240-1023
 info@efe1963.com

5090	Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5222	Rear Wheels 480/70R38	1	\$ 1,896.00	24.00	\$ 455.04	\$ 1,440.96	\$ 1,440.96
5999	Rear and Front Tire Brand - No preference	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	4WD Front Axle - Unsprung	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
6221	Front Wheels 420/70R24	1	\$ 250.00	24.00	\$ 60.00	\$ 190.00	\$ 190.00
7702	Shipment Preparation - by Ship Overseas	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 6,374.00		\$ 1,529.76	\$ 4,844.24	\$ 4,844.24
Technology Options/Non-Contract/Open Market							
1801	No AutoTrac™ Package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services							
	ETAC (Everglades Technical Assistance Center)	1	\$ 0.00			\$ 0.00	\$ 0.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 116,345.36
Total Selling Price			\$ 153,086.00		\$ 36,740.64	\$ 116,345.36	\$ 116,345.36

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Everglades Equipment Group
 12049 S Orange Blossom Tr
 Orlando, FL 32837
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Equipment Group
 12049 S Orange Blossom Tr
 Orlando, FL 32837
 407-240-1023
 info@efe1963.com

Quote Summary
Prepared For:

CITY OF KISSIMMEE
 301 DYER BLVD STE 101
 KISSIMMEE, FL 34741
 Business: 407-518-2120

Delivering Dealer:

Everglades Equipment Group
 Bori Gregory
 12049 S Orange Blossom Tr
 Orlando, FL 32837
 Phone: 407-240-1023
 Mobile: 689-227-0482
 gbori@efe1963.com

Quote ID: 29733614
Created On: 04 October 2023
Last Modified On: 06 October 2023
Expiration Date: 03 November 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE FC15R Flex Wing Rotary Cutter	\$ 36,070.00	\$ 27,413.20 X	1 =	\$ 27,413.20
Contract: Sourcewell Ag 110719-JDC (PG BA CG 76)				
Price Effective Date: October 4, 2023				

Equipment Total **\$ 27,413.20**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 27,413.20
Trade In	
SubTotal	\$ 27,413.20
Est. Service Agreement Tax	\$ 0.00
Total	\$ 27,413.20
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 27,413.20

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 29733614 **Customer Name:** CITY OF KISSIMMEE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Everglades Equipment Group
 12049 S Orange Blossom Tr
 Orlando, FL 32837
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Everglades Equipment Group
 12049 S Orange Blossom Tr
 Orlando, FL 32837
 407-240-1023
 info@efe1963.com

JOHN DEERE FC15R Flex Wing Rotary Cutter

Hours: **Suggested List ***
Stock Number: \$ 36,070.00
Contract: Sourcewell Ag 110719-JDC (PG BA CG 76) **Selling Price ***
Price Effective Date: October 4, 2023 \$ 27,413.20

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
22F0P	FC15R Flex Wing Rotary Cutter	1	\$ 35,669.00	24.00	\$ 8,560.56	\$ 27,108.44	\$ 27,108.44
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1210	Torsional Suspension	1	\$ 401.00	24.00	\$ 96.24	\$ 304.76	\$ 304.76
2541	Inward Rotation	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3025	6 Pneumatic Tires - (Double center, single on wings) - Severe duty ag tires	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3511	540 RPM Driveline - Cat 6	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
3603	540 RPM - 125 HP Gearbox - Commercial duty - Inward rotation	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5120	Ball Type Hitch	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5280	Rigid Casting Tongue	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 401.00		\$ 96.24	\$ 304.76	\$ 304.76
Total Selling Price			\$ 36,070.00		\$ 8,656.80	\$ 27,413.20	\$ 27,413.20

ITEM 7.I

Accept a 2022-23 Land and Water Conservation Fund Program Grant from the Florida Department of Environmental Protection for Kissimmee Lakefront Park

Request

Accept the 2022-23 Land and Water Conservation Fund Program (LWCF) grant in the amount of \$200,000 to support renovations at the Kissimmee Lakefront Park and authorize the City Manager to sign documents related to the proper administration of this grant.

Explanation

The Florida Department of Environmental Protection provides funds through the Land and Water Conservation Fund Program (LWCF) for competitive grants to assist with the construction and development of recreational facilities such as the fishing pier, amphitheater and playgrounds, etc. The grant is in the amount of \$200,000 with a 100% City Match required, which is currently budgeted in the FY 2024 Capital budget.

The Parks and Recreation Department obtained a high ranking for the grant and the awarded project is in alignment with the Commission's strategic initiatives and the 5-year capital plan. Renovation projects include fishing pier enhancements, replacement of playground surfaces and a new amphitheater shade structure over the Veteran's Lawn stage.

The City will need to match \$200,000 which is budgeted in this year's capital projects for a project total of \$400,000..

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450106-506393	ST2401	Decrease	\$190,000	
10450106-506393	ST2403	Decrease	\$60,000	
00150206-506393	PR2400	Decrease	\$60,000	
15150206-506393	TBD	Increase	\$200,000	
15100334-334700	TBD	Increase	\$200,000	

Financial Summary:

There are three separate capital projects that will cover the City's match for this grant requirement of \$200,000. The grant and revenue accounts will be amended and the project number for the grant will be created if approved.

Recommendation

Staff recommends that the Commission accept the 2022-23 Land and Water Conservation Fund Program grant to support renovations at the Kissimmee Lakefront Park and authorize the City Manager to sign documents related to the proper administration of this grant.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. (S) LW756 - Lakefront Park-Kissimmee- Executory AGREEMENT (1)

**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): **Lakefront Park** Agreement Number: **LW756**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Kissimmee** Entity Type: **a local government**
Grantee Address: **101 Church Street, Kissimmee, Florida 34741-5054** FEID: **59-6000348**
(Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **September 30, 2026**

4. Project Number: **LW756** Project Location(s): **201 Lakeview Dr., Kissimmee, FL 34741**
(If different from Agreement Number)

Project Description: *Project Completion Date: June 30, 2026. The City of Kissimmee will make renovations to an outdoor amphitheater with a new canopy shade cover, a playground's surface/safety base, and landscaping for the park performance area, and construct a new fishing pier meeting ADA/ABA requirements.

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$ 200,000.00	☐ State ☒ Federal	Line Item No. 1795, GAA, FY 2023-2024	\$ 200,000.00
	☐ State ☐ Federal		\$
	☒ Grantee Match		\$ 200,000.00
Total Amount of Funding + Grantee Match, if any:			\$ 400,000.00

6. Department's Grant Manager Name: Angela Bright or successor Address: 3900 Commonwealth Blvd. MS #585 Tallahassee, FL 32399-3000 Phone: 850-245-2501 Email: angie.bright@dep.state.fl.us	Grantee's Grant Manager Name: Steve Lackey - Park & Recreation Director or successor Address: 101 Church Street Kissimmee, FL 34741-5054 Phone: 407-518-2342 Email: steve.lackey@kissimmee.gov
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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 section 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
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ 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):	P23AP01586-00 (12-00756)
Federal Award Date to Department:	10/1/2023
Total Federal Funds Obligated by this Agreement:	\$200,000.00
Federal Awarding Agency:	National Park Service
Award R&D?	☐ Yes ☒ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

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

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. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. 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://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- 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. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.
- g. 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.
- h. 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.
- i. 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.
- j. 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/local-governments/judgement-interest-rates>.

Attachment 1

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- k. 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

Attachment 1

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.

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;

Attachment 1

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. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. **Signage Requirements**
 - a. **Investing in America Emblem:** The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

<https://www.epa.gov/invest/investing-america-signage>.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. 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.

27. 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.

28. 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/>).

29. 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;
 - 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.

30. 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.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

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- 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.
- 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

**TATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LW756**

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 **Lakefront Park in the City of Kissimmee, FL**. 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 on or after October 1, 2023, through the Project Completion Date**.
- b. Extensions. There are 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

This Agreement requires at least a fifty percent (50%) non-federal match from the Grantee towards the work funded under this Agreement. Therefore, the Grantee is responsible for providing **\$200,000.00** towards the Project funded under this Agreement. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee.

All required matching funds shall meet the federal requirements established in 2 CFR § 200.306 and other federal statutory requirements, as applicable. Grantee acknowledges and agrees to provide eligible match types as set forth in the LWCF Federal Financial Assistance Manual <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>. Grantee acknowledges and agrees not to provide ineligible match sources, including real property acquired or funds obtained from any of the following sources:

- a. Florida Recreation Development Assistance Program (FRDAP), Recreation Trails Program (RTP), and LWCF;
- b. Donated value of real property acquired prior to Department approval or through Land and Water Conservation Fund; and
- c. Other state or federal grant or land acquisition programs such as: legislative special interest projects, Save Our Coast Program, Preservation 2000, Florida Forever, Conservation and Recreation Lands Program, Save Our Rivers Program, and Land Acquisition Trust Fund.

Real property donated as all, or part of the Grantee's required match must be appraised prior to commencement of the Project. Pursuant to subsection 62D-5.071(9), F.A.C., the Grantee shall submit appraisal(s), obtained at its own expense and prepared in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions ("UASFLA"). The appraisal must establish the fair market value of the Project site. Property appraised at \$500,000 or less requires one (1) appraisal. Property exceeding \$500,000 in appraised value requires a second appraisal. The appraisal(s) shall be dated no earlier than six (6) months prior to the closing date of the LWCF application submission period. The appraisal must be prepared by an appraiser on the list of approved appraisers maintained by the Department's Division of State Lands under the provisions of Sections 253.025(6)(b), 259.041(7)(c), F.S., and Rule 18-1.007, F.A.C. Property value is based on the purchase price or appraised value, whichever is lower; if two (2) appraisals are required, the property value is lowest of the two appraisals or the purchase price. Appraisal costs shall not be reimbursed under the terms and conditions of this Agreement. If the negotiated purchase price or approved appraised value is greater than the annual appropriation by USDOJ, NPS and the Florida Legislature, the Grantee must pay the additional cost.

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.

Attachment 2

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10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the 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. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN
LAND AND WATER CONSERVATION FUND PROGRAM (LWCF)

Project Name: Lakefront Park
Grantee Name: City of Kissimmee
DEP Agreement No.: LW756
LWCF Federal Project No.: 12-00756

SUMMARY: The Grantee shall complete the Project Element(s), which were approved by the Department through the LWCF 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, and must be pre-approved by the Department and NPS, and may require a formal Amendment to this Agreement. All work must be completed in accordance with the LWCF 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 **201 Lakeview Dr., Kissimmee, FL 34741** and is considered a "Development Project" pursuant to subsection 62D-5.070(5)(b), F.A.C.

Project Completion: The **Project Completion Date** for this Agreement is **June 30, 2026**.

Budget: Reimbursement for allowable costs for the Project shall not exceed the maximum Grant Award Amount outlined below. Required match for development projects will be provided by cash, in-kind services, or donated real property, as set forth in subparagraph 62D-5.070(6)(b)1., F.A.C. Required match for acquisition projects will be provided by cash or real property donated, as set forth in subparagraph 62D-5.070(6)(b)2., F.A.C. The total estimated Project cost provided below is based on the approved LWCF 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:	\$200,000.00
Required Grantee Match Amount:	\$200,000.00
Total Estimated Project Cost:	\$400,000.00
Match Ratio:	50%

Scope of Work/Tasks	Deliverables	Due Date	Financial Consequences
TASK 1 1.A. Development of Commencement Documentation Checklist (DRP-122) ¹ . 1.B. A Cost Analysis Form, with detailed budget (and In-House Cost Schedule(s), if applicable).	DELIVERABLE 1 The Grantee may not proceed with development of the Project until Notice to Commence has been issued. 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-122)	Commencement Documentation is due 180 calendar days after Execution of Agreement²	The Department shall terminate the Project Agreement if the required Deliverables are not submitted and approved by the Department.

	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.		
TASK 2 2.A. Development of Primary and Support Project Elements, which includes: The City of Kissimmee will make renovations to an outdoor amphitheater with a new canopy shade cover, a playground's surface/safety base, and landscaping for the park performance area, and construct a new fishing pier meeting ADA/ABA requirements. 2.B. Development of Completion of Documentation Checklist (DRP-125). 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-125) 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 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 Closeout and Reimbursement Documents are due June 30, 2026, which shall also be the Project Completion Date³	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.

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 LWCF; 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. LWCF documentation is available at <https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program> 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 Rule 62D-5.073, 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 <https://sam.gov/content/assistance-listings>.

Attachment 5

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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

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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
	U.S. Department of Interior, National Park Service	15.916	Outdoor Recreation, Acquisition, Development and Planning – Land and Water Conservation	\$200,000.00	140001
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 <u>Matching</u> Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

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
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

					Total Award	\$200,000.00	
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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) [<https://sam.gov/content/assistance-listings>] 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.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM SPECIFIC REQUIREMENTS**

LAND AND WATER CONSERVATION FUND PROGRAM

ATTACHMENT 6

1. Project Submittal Forms.

Grantees can find the Administrative Forms, Reimbursement Forms, and Guidelines referenced in this Agreement at <https://floridadep.gov/lands/land-and-recreation-grants/content/lwcf-assistance>, or by contacting the Department's Grant Manager.

2. Notice to Commence.

Prior to starting the Project, the Grantee will provide to the Department all documentation listed on the Commencement Documentation Checklist, DRP-122. Once the commencement documentation is approved, the Department will issue a written "Notice to Commence" to the Grantee. **The Grantee MAY NOT proceed until the Department issues a "Notice to Commence."** Until the Department issues the "Notice to Commence," the Department is not obligated to reimburse Grantee for fees, costs, or general expenses of any kind.

Grantees are required to provide the Department with a description of any foreseeable impacts to the environment from grant-supported activities or demonstrate that no impacts will occur through documentation provided to the Department. The applicant must submit an Application & revision form in order to assist the Department and the NPS in determining the appropriate NEPA pathway when grant-assisted development and other ground disturbing activities are expected.

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. Grantees 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. **A Grantee may alter a conceptual site plan only after written approval by the Department and National Park Service (NPS).** All utility lines installed within the Project site must be placed underground.

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.

4. The following supplements paragraph 2.d., Attachment 1, Standard Terms and Conditions:

The Department may, and in certain circumstances the NPS must, approve any changes to this Agreement. The Grantee may submit a request for an amendment to the Department's Grant Manager, who will determine whether the request requires NPS approval. This Agreement may be amended to provide for additional services if additional funding is made available by USDO, NPS, and the Florida Legislature.

5. The following paragraphs is added to paragraph 2, Attachment 1, Standard Terms and Conditions:

- f. The costs must meet all requirements and financial reporting of the LWCF Program and rules and regulations applicable to expenditures of federal and state funds. These rules and regulations are hereby adopted and incorporated by reference.
- g. This Agreement is not transferable.

6. The following replaces paragraph 8.d, Attachment 1, Standard Terms and Conditions:

d. Reimbursement for Costs.

Project costs will be reimbursed as provided in paragraph 62D-5.073(2)(a), F.A.C., the LWCF Manual, and in the Project Agreement. Project costs must be incurred between the effective date of this Agreement and the Project Completion Date. The Grantee will be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of all deliverables identified in the Grant Work Plan.

Attachment 6

1 of 4

Reimbursement must be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, cost(s) must meet all LWCF 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>. If the total cost of the Project exceeds the grant amount and the required match, the Grantee must pay the excess cost. The Grantee must submit all project completion and reimbursement documentation to the Department within 60 days of the project completion date to ensure timely authorization of payment by NPS.

7. The following paragraph is added to paragraph 8, Attachment 1, Standard Terms and Conditions:
 - k. **Cost Limits.** Pursuant to paragraph 62D-5.073(2)(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 they do not exceed fifteen percent (15%) of the total Project cost.
 8. The following replaces paragraph 8.h, Attachment 1, Standard Terms and Conditions:
 - h. **Annual Appropriation Contingency.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature and the availability of funding and grants from the USDOJ and NPS. 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 the Department if USDOJ, NPS, and/or the Florida Legislature reduces or eliminates appropriations. It is further understood that Grant Awards may be revised by the Department due to the availability of LWCF 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, and to 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.

The interest in land developed or acquired by the Grantee with LWCF Program Funds shall be subject to the site dedication requirements set forth in Chapter 62D-5, F.A.C. and of the LWCF Act, as codified in 36 CFR § 59.3. Pursuant to the LWCF Act and general requirements of the LWCF Program, land owned by the Grantee that is developed or acquired with LWCF Program Funds shall be dedicated in perpetuity as an outdoor recreation site for the use and benefit of the public. Land that is leased from the federal government or another public agency by Grantee must include safeguards to ensure the perpetual use requirement contained in the LWCF Act. Safeguards include such things as joint sponsorship of the Project or an agreement between the Parties that the lessor will assume compliance responsibility for the Project site in the event of default by the lessee (Grantee) or termination or expiration of the lease. Execution of this Agreement by the Department constitutes an acceptance of a Project site(s) dedication on behalf of the public of the State of Florida. These dedications must be recorded in the county's public property records by the Grantee in accordance with subsection 62D-5.074(1), F.A.C.

11. Management of Project Sites.

- a. **Site Inspections.** Department staff will periodically inspect LWCF Projects to ensure compliance with subsections 62D-5.074(1)-(3), F.A.C., and section 675.9 of the LWCF manual. Grantees must ensure by site inspections that the property acquired or developed through the LWCF is being operated and maintained for outdoor recreation purposes.

- b. Management. All projects must be open at reasonable times and be managed in a safe and attractive manner appropriate for public use. Facilities must be kept in reasonable repair for a minimum of 25 years from the date set forth on the project completion certificate to prevent undue deterioration.
- c. Non-Compliance. Before a project is closed, the Department and the NPS have the right to terminate a project agreement and demand return of the program funds for non-compliance by a grantee. Failure by a grantee to comply with the Agreement will result in the Department declaring the grantee ineligible for further participation in LWCF until the Grantee comes into compliance as determined by the Department under this rule and the LWCF Manual.
- d. Survival. This provision shall survive termination, cancellation, or expiration of this Agreement.

12. Procurement Requirements for Grantee.

The Grantee must secure all goods and services for the Project according to its adopted procurement procedures.

13. Project Completion Certification.

Project completion means the Project is open and available for use by the public. To certify completion, the Grantee will submit to the Department the Project Completion Certification, DRP-126, available online and incorporated herein by reference. The Project must be designated complete prior to the Department releasing final reimbursement.

14. Signage.

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 Land and Water Conservation Fund Program. Use of the LWCF Logo on the permanent Project signs is required. Grantee is encouraged to position signage acknowledging LWCF assistance at entrances to outdoor recreation sites, at other appropriate on-site locations, and in folders and park literature. The acknowledgement of LWCF assistance will be checked during compliance inspections. The sign must be installed on the Project site and approved by the Department before the final Project reimbursement request is processed. The required LWCF Logo, LWCF Terms of Use, and sample sign are available online: <https://floridadep.gov/lands/land-and-recreation-grants/content/land-and-water-conservation-fund-program>. This provision shall survive termination, cancellation, or expiration of this Agreement.

15. 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 LWCF program funds (including interest). Furthermore, the Department will declare the Grantee ineligible for further participation in LWCF until the Grantee is in compliance pursuant to subsection 62D-5.074(4), F.A.C. 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. This provision shall survive termination, cancellation, or expiration of this Agreement.

16. Conversion.

This Project site acquired and/or developed with LWCF assistance must be retained and used for public outdoor recreation. This Project site so acquired and/or developed may not be wholly or partly converted to other than public outdoor recreation uses without the written approval of the NPS pursuant to the conversion provisions of Section 6(f)(3) of the LWCF Act, 36 CFR Part 59, the LWCF Manual, and all other applicable regulations. All conversion provisions and guidelines apply to each area or facility for which LWCF assistance is obtained, regardless of the extent of participation of the Project in the assisted area or facility and consistent with the contractual agreement between USDOJ, NPS, and the State of Florida.

Should Grantee convert all or part of the Project site to other than public outdoor recreational uses, the Grantee is required to replace the area, facilities, resource, or Project site at its own expense with an acceptable project of comparable or greater value, scope, and quality pursuant to LWCF mandates. All conversions require amendments to the original Project agreement (36 CFR § 59.3(c)). Therefore, amendment requests should be submitted concurrently with conversion requests. Project boundary maps must be submitted with the amendment request to identify the changes to the original area caused by the proposed conversion and to establish a new Project area pursuant to the substitution. Once conversion has been approved, replacement property should be immediately acquired. When it is not possible for replacement property to be acquired immediately, an express commitment to satisfy Section 6(f)(3) substitution requirements with a specified period, normally not to exceed one (1) year following conversion approval,

is required. This commitment will be in the form of an amendment to the original Agreement. This provision shall survive termination, cancellation, or expiration of this Agreement.

ATTACHMENT 8

Contract Provisions for DOI-Funded Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- i. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- ii. Disallow (that is, 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.
- iii. Wholly or partly suspend or terminate this Contract.
- iv. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- ii. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week. The Recipient must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Recipient or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not

less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

If the Agreement is in excess of \$150,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

13. Build America, Buy America Act

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- i. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- ii. all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the

manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

iii. all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or
- iii. Use forced labor in the performance of the award or subawards under the award.

4. Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234)

Recipients must comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), if applicable. This act requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

5. Water Resources Reform and Development Act (WRRDA) P.L. 113-121

Recipients must comply with the Water Resources Reform and Development Act (WRRDA) P.L. 113-121, if applicable. This act provides for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources.

6. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The Recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made

to include this clause, including this paragraph (c) in any subawards and contracts awarded prior to the effective date of this provision.

7. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

8. Additional Lobbying Requirements

- (a) The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- (b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- (c) Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

9. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF INTERIOR-SPECIFIC

10. Department of Interior (DOI) General Terms and Conditions

Recipients shall comply with DOI General Terms and Conditions available at https://www.doi.gov/pam/programs/financial_assistance/TermsandConditions, and incorporated by reference.

11. DOI Regulations

Recipients shall comply with the following regulations: 2 CFR 1400-1402, 43 CFR 9, 43 CFR 17, 43 CFR 18, 43 CFR 41, and 43 CFR 44.

12. Drug-Free Workplace

Recipients must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1401. Additionally, in accordance with these regulations, the recipients must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

13. Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act

As applicable, Recipient shall comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) to provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These

requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

14. Deposit of Publications Produced under Grants

Pursuant to Departmental Manual 505 DM4 (DOI) and Service Manual FW1 (USFWS), any grant or cooperative agreement that will produce a publication (other than those listed as exceptions) must provide two copies of each publication to the Department of Interior's Natural Resources Library. For a list of exceptions, transmittal requirements, and delivery information see Departmental Manual 505 DM 4, Deposit of Publications Produced under Grants at: <http://elips.doi.gov/ELIPS/DocView.aspx?id=1671>.

UNITED STATES FISH & WILDLIFE SERVICE-SPECIFIC

15. USFWS Financial Assistance Award Terms and Conditions

Recipients shall comply with the USFWS Financial Assistance Award Terms and Conditions applicable to the specific Federal Award funding source, available at <https://www.fws.gov/grants/atc.html>, and incorporated by reference.

NATIONAL PARKS SERVICE LAND AND WATER CONSERVATION FUND STATE ASSISTANCE PROGRAM-SPECIFIC

16. LWCF Federal Financial Assistance Manual

As applicable, Recipients shall comply with the LWCF Federal Financial Assistance Manual Effective March 11, 2021, or later, available at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>, and incorporated by reference.

17. Historic Preservation

As applicable, Recipients shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 *et seq.*).

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Florida Department of Environmental Protection

EXHIBIT A Land and Water Conservation Fund Program Florida Recreation Development Assistance Program Project Status Report

Required Signatures: **Adobe Signature**

Project Name: _____ Project Number: **LW756**

Project Sponsor: _____

Identify primary and support recreation areas and facilities to be constructed. (50% of total costs must be in primary facilities).

PROVIDE PHOTOS OF WORK IN PROGRESS

PRIMARY FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

SUPPORT FACILITIES/ELEMENTS:

Project Elements	Work Accomplished	% Completed

PROBLEMS ENCOUNTERED:

Period Covered (Check Appropriate Period):

- ☐ January through April:
- Due May 5th
- ☐ May through August:
- Due September 5th
- ☐ September through December:
- Due January 5th
- ☐ Final Status Report
- Date from Project Completion Certification: _____

LIAISON: _____
Signature

Date



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.J

Approval to submit a 2023 Florida Recreational Development Assistance Program Grant for Toho Marina at Kissimmee Lakefront Park

Request

Approval to submit a 2023 Florida Recreational Development Assistance Program (FRDAP) grant in the amount of \$50,000 to fund the renovations to the breakwater at Toho Marina at Kissimmee Lakefront Park.

Explanation

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

If awarded, the City will use the grant to complete renovations to the Breakwater as identified in our 5 year capital improvement plan. The Parks and Recreation Department is confident the City can obtain a high ranking for grant consideration.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10450106-506393	ST2311	Decrease	\$300,000	
15150206-506393	TBD	Increase	\$50,000	
15100334-334700	TBD	Increase	\$50,000	

Financial Summary:

There is no City match requirement for this grant. However, the budget does include a capital project funded at \$300,000 that will be used for the same project, ST2311. If awarded, the grant funds will need to be reflected in the grant and revenue funds as shown above. This will give the project a total of \$350,000.

Recommendation

Staff recommends approval to submit a Florida Recreational Development Assistance Program (FRDAP) grant to fund renovations to the breakwater at Toho Marina at Lakefront Park.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Parks & Recreation

Presenter:

Attachment(s):

None

ITEM 7.K

Request additional funds to purchase replacement vehicle AP31 from Airport Reserves

Request

Request Commission approval for additional funds of \$5,900.00 from Airport Reserves to purchase a replacement vehicle for AP31 damaged during Hurricane Ian.

Explanation

The quote received to replace AP31 is \$41,503.00. We have allocated in AP2404 \$35,700.00, a difference of \$5,803.00. AP31 was one of two Airport vehicles lost due to biohazard flooding during Hurricane Ian. The vehicle shortage has caused daily operational challenges for the Airport, and possible order delays due to supply chain issues. This order is recommended to be placed at this time.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170100-509276	AP2404	Decrease	5,900	
46170106-506495		Increase	5,900	

Financial Summary:

Additional funds needed to complete the purchase will come from Airport Reserves.

Recommendation

Staff recommends Commission approval for additional funds of \$5,900.00 from Airport Reserves to purchase a replacement for vehicle AP31.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):

None

ITEM 7.L

Resurfacing Change Order No.1 to add Dyer Boulevard Phase II to Asphalt Paving Systems Current Scope of Work

Request

Commission approval of change order no.1 for the resurfacing of Dyer Boulevard Phase II to increase the amount to \$569,901.28.

Explanation

On June 21st, 2022, the City advertised the proposal (IFB2022-002) for the purpose of selecting experienced and qualified contractors to provide Asphalt Milling, Resurfacing, and Concrete Repair continuing services. On January 17, 2023, the City contracted with Asphalt Paving Systems to resurface two roads selected from the pavement management program for Fiscal Year 2023. The roads selected for resurfacing were Dyer Boulevard Phase I from Carroll Street to Ball Park Road and a section of Carroll Street east of Thacker Avenue.

The City was able to work with the contractor to add Dyer Boulevard Phase II from Ball Park Road to Osceola Parkway at an additional cost of \$569,901.28 to complete the resurfacing of Dyer Boulevard. The final total project cost of both roads to be resurfaced is \$1,938,805.27.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10345653-505353		Decrease	\$875,000	\$569,902

Financial Summary:

This project will be funded with Gas Tax funds.

Recommendation

Staff recommends approval of change order no.1 for the resurfacing of Dyer Boulevard Phase II to Asphalt Paving Systems in the amount of \$569,901.28.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) Resurfacing Change Order #1
City of Kissimmee

2. Dyer Blvd mill and pave CHANGE Order



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
CHANGE ORDER FORM**

Change Order#: 1

CO Date:

PO#:23000997

DATE: 10/2/2023

PROJECT: Dyer Phase I & Carrol Resurfacing Project

CONTRACT DATE: 3/13/2023

CONTRACTOR: Asphalt Paving Systems, Inc.

OWNER: City of Kissimmee

The following changes are hereby made to the CONTRACT DOCUMENTS:

Dyer Blvd. Phase II from Osceola Parkway to Ball Park Rd.

Not Valid Until Signed By All Parties Listed Herein Below

ORIGINAL CONTRACT PRICE	\$ 1,368,903.99
CURRENT CONTRACT PRICE ADJUSTED by previous CHANGE ORDER	\$ 1,368,903.99
The CONTRACT PRICE due to this CHANGE ORDER will Increase/decrease by	\$ 569,901.28
The new CONTRACT PRICE including this CHANGE ORDER will be	\$ 1,938,805.27
ORIGINAL CONTRACT TIME	30 days
The new CONTRACT TIME due to this CHANGE ORDER will increase/decrease by	15 days
The new CONTRACT TIME including this CHANGE ORDER will be	45 days

This CHANGE ORDER constitutes full and mutual accord and satisfaction for the adjustments in CONTRACT TIME as a result of increases or decreases in cost and/or time of performance caused directly or indirectly from the change. Acceptance of this CHANGE ORDER by the Contractor constitutes an equitable adjustment to the Contract and the Contractor hereby waives all rights to file a claim on this CHANGE ORDER.

NOTE: This CHANGE ORDER and the Work affected thereby, is subject to all provisions of the original Contract not specifically changed by the CHANGE ORDER.

Accepted By: _____

Robert Capoferri (Signature)
Title/Position: **President**

Requested By: Nagel Altrui (Signature)

Approved By: _____
City Manager (Signature)

City Engineer: _____
City Engineer (Signature)

Approved By: _____
Mayor (Signature)

Approved By: Ashley L. Willey (Signature)
Director, PW&E

City Commission Approval Date: _____
(If Required)

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



DATE: 9/11/2023

TO: City of Kissimmee Public Works
2213 W. Mabette Street
Kissimmee, FL 34741
Attn: Nagel, Altrui

FROM: Asphalt Paving Systems, Inc.
8940 Gall Blvd
Zephyrhills, FL 33541
Ph: 813-788-0010
Fx: 813-788-0020

RE: Dyer Blvd - Mill & Overlay

City of Kissimmee Alternate Paving Methods

Item No	Description	Units	Quantity	Unit Price	Total Price
1	Mobilization	5%	1	\$ 43,337.26	\$ 43,337.26
3	Maintenance of Traffic	5%	1	\$ 43,337.26	\$ 43,337.26
63	Milling 2"	SY	33,543	\$ 5.94	\$ 199,245.42
80	Asphalt Concrete Type S-1	TON	3,690	\$ 155.00	\$ 571,950.00
154	6" Solid Traffic Stripe (paint) (white)	LF	11,680	\$ 0.81	\$ 9,460.80
157	6" Solid Traffic Stripe (paint) (yellow)	LF	9,565	\$ 0.81	\$ 7,747.65
165	24" Solid Traffic Stripe	LF	500	\$ 10.35	\$ 5,175.00
169	6" Skip Traffic Stripe	LF	2,375	\$ 1.73	\$ 4,108.75
173	Directional Arrows	EA	30	\$ 46.00	\$ 1,380.00
176	Pavement Messages	EA	4	\$ 69.00	\$ 276.00
184	6" Solid Traffic Stripe (thermo) (white)	LF	11,680	\$ 2.30	\$ 26,864.00
187	6" Solid Traffic Stripe (thermo) (yellow)	LF	9,565	\$ 2.30	\$ 21,999.50
195	24" Solid Traffic Stripe (thermo)	LF	500	\$ 13.80	\$ 6,900.00
199	6" Skip Traffic Stripe (thermo)	LF	2,375	\$ 2.30	\$ 5,462.50
203	Directional Arrows (thermo)	EA	30	\$ 86.25	\$ 2,587.50
205	Pavement Messages (thermo)	EA	4	\$ 207.00	\$ 828.00
151	Reflective Pavement Markers (RPM's)	EA	480	\$ 5.75	\$ 2,760.00
	Prices include: Density testing, and tack coat.				
	Price does not include: base repair after milling, parking areas off roadway, concrete repair, or utility adjustments.				
					\$ 953,419.63

ADDITIONAL AREA

1	\$ 22,894.09	\$ 22,894.09
1	\$ 45,788.18	\$ 89,125.43
15,106	\$ 5.94	\$ 89,729.64
1,602	\$ 155.00	\$ 248,294.50
24,266	\$ 0.81	\$ 19,655.46
4,729	\$ 0.81	\$ 3,830.49
-4	\$ 10.35	\$ (41.40)
6,659	\$ 1.73	\$ 11,520.07
20	\$ 46.00	\$ 920.00
0	\$ 69.00	\$ -
24,266	\$ 2.30	\$ 55,811.80
4,729	\$ 2.30	\$ 10,876.70
-4	\$ 13.80	\$ (55.20)
6,659	\$ 2.30	\$ 15,315.70
20	\$ 86.25	\$ 1,725.00
0	\$ 207.00	\$ -
52	\$ 5.75	\$ 299.00
		\$ 569,901.28

Sincerely,

Mark Rohrbach

Mark Rohrbach
Estimator
Asphalt Paving Systems, Inc.

ITEM 8.A

Presentation of Financial Statements for the Kissimmee Charter School for the year ended June 30, 2023

Request

This request is for Commission acceptance of the Financial Statements for the Kissimmee Charter School for the fiscal year ended June 30, 2023.

Explanation

Copies of the Financial Statements for the Kissimmee Charter School for the year ended June 30, 2023 were provided to the Commission. This document was prepared for the City by the independent audit firm of King & Walker, CPAs, PL.

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.

A representative from the audit firm will be in attendance to present the findings of this report.

Recommendation

Staff recommends the City Commission accept the Financial Statements as presented.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Finance

Presenter: Tavia Ritchie

Attachment(s):

1. 2023 kissimmee charter academy

KISSIMMEE CHARTER ACADEMY
(A CHARTER SCHOOL UNDER THE
CITY OF KISSIMMEE, FLORIDA)

INDEPENDENT AUDITOR'S REPORT
for the fiscal year ended JUNE 30, 2023

King & Walker, CPAs, PL

Certified Public Accountants

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KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA

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Members:
Florida Institute of CPAs
American Institute of CPAs
Government Audit Quality Center

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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 and each major fund 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, 2023, 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 and each major fund of the School, as of June 30, 2023, 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*, 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, 2023, 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, 2023, and its changes in financial position for the year then ended in conformity with accounting principles generally accepted in the United States of America.

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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report September 12, 2023, 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

September 12, 2023
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, 2023.

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 \$962,501, as shown on the Statement of Net Position.
- For the fiscal year ended June 30, 2023, the School’s revenue exceeded expenses by \$41,189 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		
	6-30-22	6-30-23	Increase (Decrease)
ASSETS			
Current and Other Assets	\$ 1,185,283	\$ 1,423,157	\$ 237,874
Capital Assets, Net	3,046,619	2,315,372	(731,247)
Total Assets	4,231,902	3,738,529	(493,373)
LIABILITIES			
Current Liabilities	194,875	296,063	101,188
Noncurrent Liabilities	1,937,177	1,301,427	(635,750)
Total Liabilities	2,132,052	1,597,490	(534,562)
NET POSITION			
Net Investment in Capital Assets	1,109,442	1,013,945	(95,497)
Restricted for Food Service	91,309	164,593	73,284
Unrestricted	899,099	962,501	63,402
Total Net Position	\$ 2,099,850	\$ 2,141,039	\$ 41,189

Current assets consist of cash and cash equivalents, amounts due from other agencies, amounts due from the Management Company, and prepaid items & deposits. Current assets increased primarily due to an increase 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 \$2,141,039, as of June 30, 2023, representing an increase of \$41,189 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)
	6-30-22	6-30-23	
Revenues:			
Federal Through State and Local	\$ 1,092,867	\$ 1,560,491	\$ 467,624
State	5,193,117	5,163,057	(30,060)
Local and Other	541,317	332,187	(209,130)
Total Revenues	<u>6,827,301</u>	<u>7,055,735</u>	<u>228,434</u>
Expenses:			
Instruction	3,113,286	3,427,669	314,383
Student Support Services	50,108	48,707	(1,401)
Instructional Media	200	-	(200)
Instruction & Curriculum Development	51,402	9,692	(41,710)
Instructional Staff Training	3,486	-	(3,486)
Board	10,000	14,000	4,000
School Administration	1,197,270	1,125,895	(71,375)
Food Services	417,436	537,468	120,032
Central Services	526	1,357	831
Student Transportation	217,187	268,436	51,249
Operation of Plant	1,148,564	1,205,833	57,269
Maintenance of Plant	275,519	239,576	(35,943)
Community Service	104,839	110,391	5,552
Debt Service - Interest	35,294	25,522	(9,772)
Total Expenses	<u>6,625,117</u>	<u>7,014,546</u>	<u>389,429</u>
Increase/(Decrease) in Net Position	<u><u>\$ 202,184</u></u>	<u><u>\$ 41,189</u></u>	<u><u>\$ (160,995)</u></u>

The largest revenue source for the School is the State of Florida (73 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 (49 percent) and operation of plant (17 percent). The 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 \$1,127,094.

BUDGETARY HIGHLIGHTS

The General Fund and Special Revenue Fund budgets for the fiscal year ended June 30, 2023, 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, 2023, amounts to \$2,315,372 (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, 2023, the School had \$1,301,427 in long-term liabilities outstanding, a net decrease of \$635,750 from last year. 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, 2023

	Government Activities
ASSETS	
Cash & Cash Equivalents	\$ 1,094,188
Due From Other Agencies	323,291
Prepaid Items & Deposits	4,308
Net Due To/ From Management Company	1,370
Capital Assets:	
Leased Asset - Building, Net	1,301,427
Buildings & Fixed Equipment, Net	653,807
Improvements Other Than Buildings, Net	283,620
Audio Visual Materials	634
Furniture, Fixtures, and Equipment, Net	23,028
Vehicles, Net	52,201
IT Equipment, Net	655
Total Capital Assets	<u>2,315,372</u>
TOTAL ASSETS	<u><u>3,738,529</u></u>
LIABILITIES	
Salaries and Benefits Payable	224,461
Accounts Payable	70,581
Deferred Revenue	1,021
Noncurrent Liabilities:	
Due Within One Year:	
Long-Term Lease Payable	645,674
Due After One Year:	
Long-Term Lease Payable	<u>655,753</u>
TOTAL LIABILITIES	<u><u>1,597,490</u></u>
NET POSITION	
Net Investment in Capital Assets	1,013,945
Restricted:	
Food Service	164,593
Unrestricted	<u>962,501</u>
TOTAL NET POSITION	<u><u>\$ 2,141,039</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, 2023

		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	\$ 3,427,669	\$ -	\$ 939,852	\$ -	\$ (2,487,817)
Student Support Services	48,707	-	-	-	(48,707)
Instruction & Curriculum Development	9,692	-	-	-	(9,692)
Board	14,000	-	-	-	(14,000)
School Administration	1,125,895	-	-	-	(1,125,895)
Food Services	537,468	2,315	608,437	-	73,284
Central Services	1,357	-	-	-	(1,357)
Student Transportation	268,436	-	-	-	(268,436)
Operation of Plant	1,205,833	-	12,202	-	(1,193,631)
Maintenance of Plant	239,576	-	-	-	(239,576)
Community Service	110,391	47,713	-	-	(62,678)
Debt Service - Interest	25,522	-	-	416,824	391,302
Total Governmental Activities	<u>\$ 7,014,546</u>	<u>\$ 50,028</u>	<u>\$ 1,560,491</u>	<u>\$ 416,824</u>	<u>(4,987,203)</u>
General Revenue					
State Sources					4,746,233
Local and Other					282,159
Total General Revenues					<u>5,028,392</u>
Change in Net Position					41,189
Net Position - July 1, 2022					<u>2,099,850</u>
Net Position - June 30, 2023					<u>\$ 2,141,039</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, 2023

	General Fund	Special Revenue Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash & Cash Equivalents	\$ 942,609	\$ 151,579	\$ -	\$ 1,094,188
Due From Other Agencies	310,277	13,014	-	323,291
Prepaid Items & Deposits	4,308	-	-	4,308
Net Due To/ From Management Company	1,370	-	-	1,370
Total Assets	<u>\$ 1,258,564</u>	<u>\$ 164,593</u>	<u>\$ -</u>	<u>\$ 1,423,157</u>
LIABILITIES				
Salaries and Benefits Payable	\$ 224,461	\$ -	\$ -	\$ 224,461
Accounts Payable	70,581	-	-	70,581
Deferred Revenue	1,021	-	-	1,021
Total Liabilities	<u>296,063</u>	<u>-</u>	<u>-</u>	<u>296,063</u>
FUND BALANCES				
Nonspendable	4,308	-	-	4,308
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		164,593		164,593
Unassigned	178,193	-	-	178,193
Total Fund Balances	<u>962,501</u>	<u>164,593</u>	<u>-</u>	<u>1,127,094</u>
Total Liabilities and Fund Balances	<u>\$ 1,258,564</u>	<u>\$ 164,593</u>	<u>\$ -</u>	<u>\$ 1,423,157</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, 2023

Total Fund Balances - Governmental Funds	\$ 1,127,094
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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.	2,315,372
--	-----------

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	(1,301,427)
-------------------------	-------------

Total Net Position - Governmental Activities	\$ 2,141,039
---	---------------------

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, 2023

	General Fund	Special Revenue Fund	Capital Projects Fund	Total Governmental Funds
Revenues				
Intergovernmental:				
Federal Through State and Local	\$ -	\$ 1,560,491	\$ -	\$ 1,560,491
State	4,746,233	-	416,824	5,163,057
Local and Other	329,872	2,315	-	332,187
Total Revenues	<u>5,076,105</u>	<u>1,562,806</u>	<u>416,824</u>	<u>7,055,735</u>
Expenditures				
Current - Education:				
Instruction	2,487,511	939,852	-	3,427,363
Student Support Services	48,707	-	-	48,707
Instruction & Curriculum Development	9,692	-	-	9,692
Board	14,000	-	-	14,000
School Administration	1,124,511	-	-	1,124,511
Food Services	-	537,468	-	537,468
Central Services	1,357	-	-	1,357
Student Transportation	268,436	-	-	268,436
Operation of Plant	422,309	12,202	-	434,511
Maintenance of Plant	239,576	-	-	239,576
Community Service	110,391	-	-	110,391
Fixed Capital Outlay:				
Other Capital Outlay	41,765	-	-	41,765
Debt Service:				
Principal	218,926	-	416,824	635,750
Interest	25,522	-	-	25,522
Total Expenditures	<u>5,012,703</u>	<u>1,489,522</u>	<u>416,824</u>	<u>6,919,049</u>
Net Change in Fund Balances	63,402	73,284	-	136,686
Fund Balances, July 1, 2022	<u>899,099</u>	<u>91,309</u>	<u>-</u>	<u>990,408</u>
Fund Balances, June 30, 2023	<u>\$ 962,501</u>	<u>\$ 164,593</u>	<u>\$ -</u>	<u>\$ 1,127,094</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, 2023

Net Change in Fund Balances - Governmental Funds	\$	136,686
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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	41,765	
Depreciation/Amortization Expense	<u>(773,012)</u>	(731,247)

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.

	<u>635,750</u>
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Change in Net Position - Governmental Activities	\$	<u>41,189</u>
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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, 2023

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, 2023, 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, 2030, 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 Government Accounting Standards Board's (GASB) *Codification of Government 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, 2023

➤ **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, 2023

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, 2023

➤ **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, 2023

- 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, 2023

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, 2023, the School reported 616.80 unweighted FTE and 658.0605 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, 2023

➤ **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. On August 24, 2023, an Assignment and Amendment and Consent to Assignment (the “Assignment”) of Charter Renewal Contract (the “Charter Contract”) was approved among the School Board of Osceola County (“School Board”), the City of Kissimmee (the “City”) and Imagine Kissimmee Charter Academy, LLC (“IKCA”). The Assignment assigned the Charter Contract from the City to IKCA as of 7/1/23. It also extended the term of the Charter Contract to June 30, 2030, and it provided that the School will continue to be known as the “Kissimmee Charter Academy.” All of the reserve funds, contracts and FF&E and other personal property purchased with Kissimmee Charter Academy funds will be transferred from the City to IKCA. The City and IKCA have agreed upon a Letter of Intent, dated June 7, 2023, for IKCA to purchase the Kissimmee Charter Academy facility (the “Facility”) from the City, which is contingent on obtaining suitable financing. The parties intend to enter into a Purchase and Sale Agreement in the near future. Prior to the purchase of the Facility, IKCA intends to lease the Facility from the City. The Board of IKCA consists of the individuals who previously served on the City’s School Committee for Kissimmee Charter Academy.

2. 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.

3. 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.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

4. 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	461,430	-	-	461,430
Furniture, Fixtures and Equipment	339,988	-	-	339,988
Buildings & Fixed Equipment	1,504,212	-	-	1,504,212
Vehicles	85,749	41,765	-	127,514
IT Equipment	714,347	-	-	714,347
Audio Visual Materials	6,911	-	-	6,911
Total Capital Assets	<u>5,734,557</u>	<u>41,765</u>	<u>-</u>	<u>5,776,322</u>
Less Accumulated Depreciation/Amortization for:				
Leased Asset - Building	(625,978)	(635,750)	-	(1,261,728)
Computer Software	(58,765)	-	-	(58,765)
Improvements Other Than Buildings	(155,140)	(22,670)	-	(177,810)
Furniture, Fixtures and Equipment	(307,015)	(9,945)	-	(316,960)
Buildings & Fixed Equipment	(766,674)	(83,731)	-	(850,405)
Vehicles	(55,041)	(20,272)	-	(75,313)
IT Equipment	(713,365)	(327)	-	(713,692)
Audio Visual Materials	(5,960)	(317)	-	(6,277)
Total Accumulated Depreciation/Amortization	<u>(2,687,938)</u>	<u>(773,012)</u>	<u>-</u>	<u>(3,460,950)</u>
Governmental Activities Capital Assets, net	<u>\$ 3,046,619</u>	<u>\$ (731,247)</u>	<u>\$ -</u>	<u>\$ 2,315,372</u>

Depreciation/amortization expense was charged to functions as follows:

<u>Governmental Activities:</u>	<u>Amount</u>
Instruction	\$ 306
School Administration	1,384
Operation of Plant	771,322
Total governmental activities depreciation/amortization expense	<u>\$ 773,012</u>

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

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 1.5 percent.

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
2024	\$ 661,272	\$ 645,674	\$ 15,598
2025	661,272	655,753	5,519
Total	<u>\$ 1,322,544</u>	<u>\$ 1,301,427</u>	<u>\$ 21,117</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	\$ 1,937,177	\$ -	\$ (635,750)	\$ 1,301,427	\$ 645,674
Total Governmental Activities	<u>\$ 1,937,177</u>	<u>\$ -</u>	<u>\$ (635,750)</u>	<u>\$ 1,301,427</u>	<u>\$ 645,674</u>

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

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 \$1,370 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, 2022	\$ 29,119
Payments	873,183
Invoiced	(900,932)
Balance due (to)/from at June 30, 2023	<u>\$ 1,370</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. There was no current year transfer by the School to the reserve fund held by the City. At June 30, 2023, the total balance of the School reserve fund held by the City is \$1,602,555.

11. FUND BALANCE CLASSIFICATION

For the fiscal year ended June 30, 2023, the breakout of the fund balance is shown below:

	Total Governmental Funds
Nonspendable	\$ 4,308
Assigned	
Technology	300,000
Instructional Materials	200,000
Employee Compensation	220,000
Buses	60,000
Restricted for Food Service	164,593
Unassigned	178,193
Total Fund Balance	<u>\$ 1,127,094</u>

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

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.

13. SCHEDULE OF STATE REVENUE SOURCES

The following is a schedule of the School's State revenue:

Source	Amount
Florida Education Finance Program	\$ 4,130,108
Categorical Programs:	
Class Size Reduction	605,735
Charter School Capital Outlay	416,824
Miscellaneous	10,390
Total State Revenue	<u>\$ 5,163,057</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 \$46,413.

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 \$80,436 for the year ended June 30, 2023. 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 \$541,239.

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTES TO FINANCIAL STATEMENTS
June 30, 2023

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, 2023**

	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	\$ -	\$ -	\$ -	\$ -	\$ 861,294	\$ 1,560,491	\$ 1,560,491	\$ -
State	4,993,556	4,746,233	4,746,233	-	951,291	-	-	-
Local and Other	257,500	329,872	329,872	-	-	2,315	2,315	-
Total Revenues	5,251,056	5,076,105	5,076,105	-	1,812,585	1,562,806	1,562,806	-
Expenditures:								
Current - Education:								
Instruction	2,730,981	2,487,511	2,487,511	-	797,796	939,852	939,852	-
Student Support Services	57,273	48,707	48,707	-	-	-	-	-
Instruction & Curriculum Development	-	9,692	9,692	-	-	-	-	-
Board	12,000	14,000	14,000	-	-	-	-	-
School Administration	1,558,900	1,124,511	1,124,511	-	446,850	-	-	-
Food Services	-	-	-	-	455,711	537,468	537,468	-
Central Services	925	1,357	1,357	-	-	-	-	-
Student Transportation	209,216	268,436	268,436	-	-	-	-	-
Operation of Plant	448,657	422,309	422,309	-	-	12,202	12,202	-
Maintenance of Plant	50,000	239,576	239,576	-	-	-	-	-
Community Service	94,196	110,391	110,391	-	-	-	-	-
Fixed Capital Outlay:								
Other Capital Outlay	-	41,765	41,765	-	63,498	-	-	-
Debt Service:								
Principal	-	218,926	218,926	-	-	-	-	-
Interest	-	25,522	25,522	-	-	-	-	-
Total Expenditures	5,162,148	5,012,703	5,012,703	-	1,763,855	1,489,522	1,489,522	-
Net Change in Fund Balances	88,908	63,402	63,402	-	48,730	73,284	73,284	-
Fund Balances, July 1, 2022	899,099	899,099	899,099	-	91,309	91,309	91,309	-
Fund Balances, June 30, 2023	<u>\$ 988,007</u>	<u>\$ 962,501</u>	<u>\$ 962,501</u>	<u>\$ -</u>	<u>\$ 140,039</u>	<u>\$ 164,593</u>	<u>\$ 164,593</u>	<u>\$ -</u>

See Independent Auditor's Report

KISSIMMEE CHARTER ACADEMY
A CHARTER SCHOOL UNDER THE CITY OF KISSIMMEE, FLORIDA
NOTE TO REQUIRED SUPPLEMENTARY INFORMATION
June 30, 2023

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.



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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 on 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 and each major fund 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, 2023, and the related notes to the financial statements, which collectively comprise the School's basic financial statements, and have issued our report thereon dated September 12, 2023.

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.

September 12, 2023
Tampa, Florida



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Government Audit Quality Center

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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, 2023, and have issued our report thereon dated September 12, 2023.

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 September 12, 2023, 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".

September 12, 2023
Tampa, Florida

ITEM 8.B

The Haven on Vine Update - Project Next Steps

Request

Staff will update the Commission on the project and seek Commission Approval to proceed with the next steps for the project.

Explanation

Over the past three years, the City Commission selected addressing the housing needs of the homeless as a top priority in the five-year strategic plan. After several attempts to identify property and/or potential partners for the development of a campus, the City identified a property well suited to carry out the vision for the community. In June 2023, the Commission approved the purchase of 1815 W. Vine Street, formerly known as the Super 8 Motel.

The project, now known as the Haven on Vine, will provide a long-term sustainable approach to addressing the lack of affordable housing and serve as a resource center designed to provide housing-focused bridge housing and 24/7/365 homeless support services. This project will progress in two phases in order to ensure long-term sustainability and program success.

Staff will provide the Commission with an update on the progress of the project and the next steps needed to move forward with Phase 1 -The Haven Apartments and Phase 2- The Haven Resource Center.

Recommendation

Staff requests Commission feedback and approval to proceed with next steps for the project

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

None

ITEM 8.C

Approval of Amended Legislative Priorities for 2024

Request

Staff requests Commission approval of the amended Legislative Priorities for 2024

Explanation

Each year, the City establishes legislative priorities featuring requests to be considered for funding and/or legislative support at the state and federal level. These priorities will serve as the work program for our lobbying teams for the upcoming 2024 Legislative Session and are based on the City's Strategic Plan and Commission Goals. The Commission previously approved a tentative list of priorities at the August 15, 2023 Commission meeting. After further research and discussions with the City's lobbying team regarding the legislature's focus for the year, Staff proposes revising the City's list of legislative priorities to reflect the following projects and issues:

LEGISLATIVE FUNDING REQUESTS (State):

Bermuda/ Lyndell Neighborhood Flood Mitigation Projects

Total Project Costs: \$1,100,000

City Match: \$500,000

Funding Request: \$500,000

Thacker Avenue Roadway Improvement Project

Project Costs: \$7,000,000

City Match: \$6,500,000

Funding Request: \$500,000

LEGISLATIVE SUPPORT (State):

Cyber Security Funding

FDOT Aviation Funding

CONGRESSIONAL SUPPORT (Federal):

Kissimmee Gateway Airport Tower

Lake Tohopekaliga Water Quality Improvements

The list of funding priorities above reflects a more comprehensive approach for the two projects identified, and eliminates projects that were either too small in scope to be funded by the state (Hill Street Improvements) or not far enough in design to request state funding at this time (South Airport Business Park). In addition, two support priorities were also removed (EMS Issuance of Controlled Substances and Workforce Development Funding) since these items are being handled by statewide advocacy organizations better suited to addressing these issues.

The attached Legislative Priorities list provides a more detailed summary of each request.

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Legislative_Priorities_2024 Updated



LEGISLATIVE PRIORITIES 2024

Bermuda/ Lyndell Neighborhood Flood Mitigation Projects

Hurricane Ian delivered 15-20 inches of rainfall within a 36-hour period in the city of Kissimmee. It has been documented that the effects of this storm are some of the worst in Kissimmee's history. With more than 80k residents and hundreds of businesses, the impacts of Hurricane Ian continue to consume the fears of our community regarding what will be done to mitigate the devastating flood effects in the future. With increased runoff from unprecedented rainfall and ground saturation, stormwater management systems were inundated for longer times resulting in significant flood damage to more than 700 units of housing and dozens of businesses. In addition to the property damage and public health concerns, Osceola County experienced disruption of critical facilities such as Advent Health Kissimmee Hospital and Osceola Regional Medical Center due to flooding. A combination of all these adverse effects have created a public outcry from community leaders and business owners to mitigate future flood impacts with a renewed urgency.

The City has been making improvements to the current stormwater system to mitigate current flood-prone areas, in addition to several neighborhoods that experienced significant flooding during the catastrophic events of the storm. The City moved forward with funding the design and engineering costs for the improvements to these neighborhoods. Unfortunately, escalating costs have made constructing the improvements a challenge.

The purpose of this project is to make improvements along a drainage system by upgrading 450 LF of pipe and strategically placed yard drains. In addition, curb inlets and stormwater pipe system improvements will address impacts to homeowners slowly recovering from flood damage and fears of flooding re-occurring.

Project Costs: \$1,100,000
City Match: \$500,000

Funding Request: \$500,000

Thacker Avenue Roadway Improvement Project

In an effort to keep up with the unprecedented growth in the region, the City of Kissimmee seeks funding to construct the remaining two lanes of an important collector road within the City, Thacker Avenue. This is an important connection to one of the major arterial roads within the City, Osceola Parkway. In addition to increasing capacity by constructing two lanes, the project will add two signalized intersections, improve stormwater drainage, and add sidewalks to improve pedestrian connectivity in an area with two elementary schools, retail, and thousands of residential and multifamily units. Due to the current challenges associated with rising construction costs, the City is in need of additional funding to complete this \$7 million project. The City currently has \$6.2 million budgeted in our Capital Improvement Program for this project.

In order to complete this project, the city is requesting \$800,000 in funding.

Project Costs: \$7,000,000

City Match: \$6,500,000

Funding Request: \$500,000

LEGISLATIVE SUPPORT (State):

Cyber Security Funding

The City is requesting support for the continuation of State Cyber Security Grants. The State of Florida Digital Services received \$30 million for capability grants provided to local government entities. The City has received Cyber Security software and services valued at more than \$300,000. Continued funding will ensure local government's have security measures and infrastructure in place to prevent threats that could negatively impact government operations.

FDOT Aviation Funding

The State legislature is being asked to fully fund the Aviation Work Program State Funding for the Airport Development Grant Program at current/historical levels. These funds generate a strong return on investment for taxpayers and assist the Kissimmee Gateway Airport in planning, constructing, and maintaining aviation facilities.

National airline efforts to reduce the tax rate on aviation fuel has resulted in the rate being cut twice in recent years. The fuel taxes automatically go to the State Aviation Trust Fund to ensure a reliable aviation revenue source. Further attempts to waive, reduce or suspend existing aviation fuel taxes should be opposed.

In addition, clarification is requested of FS 196.012 regarding the exemption of airport leases associated with aviation related services from local ad valorem tax assessments. This exemption should be consistent for all Florida airports to maintain a competitive job-growth environment and assist aviation services to sustain and grow operations.

These issues are extremely important as the Kissimmee Gateway Airport seeks to develop approximately 200 acres of property. State Aviation Funding will be requested for planning and constructing infrastructure to support this growth and economic contribution to the region and state, currently valued at almost \$1 billion in Kissimmee alone.

LEGISLATIVE SUPPORT (Federal):

Kissimmee Gateway Airport Tower

The city is requesting construction funding for a new control tower. Replacement of the existing tower is necessary to meet the Federal Aviation Authority (FAA) criteria regarding the need to increase the tower height and upgrade equipment. The construction estimates for the project total \$16M. In compliance with FAA projects, the city is required to have funds available for the local share match but will request assistance from the State Aviation Fund to meet this requirement.

As of October 2021, more than 154,000 take offs and landings have taken place at KGA, and we are on track to exceed previous year totals. In addition, more than \$7M in investment has occurred over the past five years to improve safety and security. A new tower is critical to ensuring the continued safety for aircraft activity on the airport and residents/businesses surrounding the airport.

Lake Tohopekaliga Water Quality Improvements

As the headwaters to the Everglades, Lake Toho, is an 18,810-acre lake located southeast of the City of Kissimmee. This intricately connected waterbody is affected by water ways from the north and south. Due to the muck build-up and invasives in the lake, water quality and storage has been significantly reduced. The north portion of the lake once provided critical storage and access but is now overgrown with mature vegetation and invasives which need to be removed.

Unfortunately, Osceola County experienced unprecedented flooding and loss of property during the events of Hurricane Ian. Approximately 700 homes experienced major losses, in addition to hundreds more that would have been subjected to the same fate had the lake continued to rise. As a primary storm water storage resource, Lake Tohopekaliga (Toho) mitigates flood impacts such as structural damage, loss of use and overall quality of life as a critical part of our natural stormwater system.

Efforts to protect water quality in Kissimmee, especially at Shingle Creek & Lake Toho are being studied by the Army Corp of Engineers but will be unsuccessful without the ongoing support of state and federal regulators. These precious water bodies provide natural recreation, increase economic benefits, sustain the “live, work, play lifestyle” for our 340K countywide citizens and serve as a destination to hundreds of thousands of visitors annually.

The City is requesting federal support to move forward with the treatment of invasive species and organic material (muck) buildup in Lake Toho’s northern most section. Federal assistance is critical to regain vital water storage capacity and preserve water quality while assuring the fiscal vitality of Kissimmee’s quality of life. Restoring capacity and managing invasive plants are critical to the health of Florida’s ecosystem.

ITEM 8.D

Purchase of Vacant Land Contract - 50 Lakeview Drive

Request

Approval of the Vacant Land Contract between the Sellers and City of Kissimmee for the purchase of 50 Lakeview Drive

Explanation

The City has long discussed the idea of purchasing the property at 50 Lakeview Drive, traditionally known as the Steffee Property. This parcel contains a vacant single family structure on approximately 1.66 acres across from Lakefront Park and is the only parcel among surrounding properties in this area that is not owned by the City. The owner has had interest from buyers seeking to develop the property for housing, but has a desire to sell to the City to ensure a future legacy for the lakefront area.

The property was previously listed for sale at a price of \$1.5 million but the owner has agreed to sell to the City at a price of \$1.1 million. Though at this time the City has no plans for future use of the property, acquisition of this parcel will ensure that the City and Downtown Community Redevelopment Agency will have complete control over the future use of this area.

As a result, staff requests Downtown Community Redevelopment Agency approval to cooperatively fund this land purchase along with the City of Kissimmee. The City entered into a letter of intent to purchase the property, which enabled negotiations to continue and an updated appraisal to be produced. The City has approximately \$760,000 set aside in the capital budget for this purchase, with the remaining funding anticipated to be provided through the Downtown Community Redevelopment Agency (DCRA). At this juncture, DCRA funding is estimated to be \$340,000.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10622206 506191		Decrease	\$950,000	\$340,000

Financial Summary:

There are adequate funds available for this purchase.

Recommendation

Approval of the purchase contract for 50 Lakeview, and authorization for the City Manager to execute any additional documents that may be necessary to complete the purchase.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Economic Development
Presenter: Arthur Tomerlin

Attachment(s):

1. (S) Vacant Land Contract - 50 Lakeview Drive



Vacant Land Contract

- 1* **1. Sale and Purchase ("Contract"):** Vera D Williams, Trustee of the Vera D Williams Trust & Paul W Eisenbarth & Pola E Sommers
2* ("Seller") and City of Kissimmee Pola E Sommers
3 ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4 described as:
5* Address: 50 LAKEVIEW DR KISSIMMEE FL 34741-5707
6* Legal Description:
7 LILLIE A JOHNSON RESUB PB 1 PG 077 LOTS 1 THRU 3 LESS SWLY 36.6 FT OF LOT 3
8
9
10
11* SEC 28 /TWP / 25 /RNG 29 of Osceola County, Florida. Real Property ID No.: 28-25-29-1500-0001-0010
12* including all improvements existing on the Property and the following additional property: _____
13
14* **2. Purchase Price:** (U.S. currency)..... \$ 1,100,000.00
15 All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: Stewart Title Company
17* Escrow Agent's Contact Person: Jami Maxson
18* Escrow Agent's Address: 1801 W Emmett St., Kissimmee, FL 34741
19* Escrow Agent's Phone: 407-846-7477
20* Escrow Agent's Email: JMaxson@Stewart.com
21 (a) Initial deposit (\$0 if left blank) (Check if applicable)
22* ☐ accompanies offer
23* ☒ will be delivered to Escrow Agent within 5 days (3 days if left blank)
24* after Effective Date \$ 50,000.00
25 (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
26* ☐ within _____ days (10 days if left blank) after Effective Date
27* ☐ within _____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
29* (d) Other: \$ _____
30 (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds..... \$ 1,050,000.00
32* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
35 calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36 accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37* calculation: _____
38 **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39* delivered to all parties on or before 10/18/2023, this offer will be withdrawn and Buyer's deposit, if
40 any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41 delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
42 has signed or initialed and delivered this offer or the final counter-offer.
43* **4. Closing Date:** This transaction will close on 12/18/2023 ("Closing Date"), unless specifically
44 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45 but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46 Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47 day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48 insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49 this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50 other items.
51 **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52 available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

Buyer (____) (____) and Seller (PES) (PWE) acknowledge receipt of a copy of this page, which is 1 of 8 pages.
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("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.

6. Financing: (Check as applicable)

- (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.
- (b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s) specified below ("Financing") within n/a days after Effective Date (Closing Date or 30 days after Effective Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within n/a days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial, and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be returned.

- (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____ or n/a % of the purchase price at (Check one) ☐ a fixed rate not exceeding n/a % ☐ an adjustable interest rate not exceeding n/a % at origination (a fixed rate at the prevailing interest rate based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.

- (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to **Seller** in the amount of \$ _____, bearing annual interest at n/a % and payable as follows: n/a

The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment, and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

- (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to n/a

LN# n/a in the approximate amount of \$ _____ currently payable at \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a ☐ fixed ☐ other (describe) n/a interest rate of _____ % which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds n/a % or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.

7. **Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.

8. **Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements, and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject) _____, provided there exists at closing no violation of the foregoing.

- (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay for the title search, including tax and lien search (including municipal lien search) if performed, and all other fees charged by closing agent. **Seller** will deliver to **Buyer**, at

(Check one) ☐ **Seller's** ☒ **Buyer's** expense and

(Check one) ☒ within 30 days after Effective Date ☐ at least _____ days before Closing Date,

(Check one)

- (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

Buyer (_____) (_____) and Seller   acknowledge receipt of a copy of this page, which is 2 of 8 pages.

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amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date.

- (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**, then (1) above will be the title evidence.

- (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

- (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any encroachments on the Property, encroachments by the Property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).

- (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

- (a) **Inspections: (Check (1) or (2))**

- (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 45 days (30 days if left blank) ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state, and regional growth management plans; availability of permits, government approvals, and licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents, contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees, expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a result of the Inspections.

Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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(2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract is not contingent on Buyer conducting any further investigations.

(b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has expired or if Paragraph 9(a)(2) is selected.

(c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shore line of the Property being purchased.

☐ Buyer waives the right to receive a CCCL affidavit or survey.

10. Closing Procedure; Costs: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the costs indicated below.

(a) Seller Costs:

Taxes on deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Estoppel Fee(s)
Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Title evidence (if applicable under Paragraph 8)
Lender's title policy at the simultaneous issue rate
Inspections
Survey
Insurance
Other: Documentary Stamp Taxes on the Deed

(c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions.

(d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in installments, ☐ Seller ☐ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a Homeowners' or Condominium Association.

(e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

- (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at closing.
- (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be contingent upon, extended, or delayed by the Exchange.

11. Computation of Time: Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103) shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in this Contract.**

12. Risk of Loss; Eminent Domain: If any portion of the Property is materially damaged by casualty before closing or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification, and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the governmental authority or insurance company, if any.

13. Force Majeure: **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and **Buyer's** deposit(s) will be returned.

14. Notices: All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by this Contract, regarding any contingency will render that contingency null and void, and this Contract will be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by an attorney or licensee (including a transactions broker) representing a party will be as effective as if delivered to or received by that party.**

15. Complete Agreement; Persons Bound: This Contract is the entire agreement between **Seller** and **Buyer**. **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of **Seller**, **Buyer**, and **Broker**.

16. Default and Dispute Resolution: This Contract will be construed under Florida law. This Paragraph will survive closing or termination of this Contract.

- (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer** may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be liable for the full amount of the brokerage fee.

- (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract, including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer** will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in equity to enforce **Seller's** rights under this Contract.

- 17. Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

- 18. Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

- 19. Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax, property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors, and government agencies for verification of the Property condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors, agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to, photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors. This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be treated as a party to this Contract. This Paragraph will survive closing.

- 20. Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales Commission Lien Act provides that when a broker has earned a commission by performing licensed services under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

- 21. Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

327* Cheryl L Grieb 3006738
328 Seller's Sales Associate/License No.

n/a
Buyer's Sales Associate/License No.

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329*	<u>cheryl@oldekissimmeerealty.com</u>	<u>n/a</u>
330	Seller's Sales Associate Email Address	Buyer's Sales Associate Email Address
331		
332*	<u>407-922-2000 407-922-2000</u>	
333	Seller's Sales Associate Phone Number	Buyer's Sales Associate Phone Number
334		
335*	<u>OLDE KISSIMMEE REALTY INC</u>	<u>n/a</u>
336	Listing Brokerage	Buyer's Brokerage
337		
338	<u>11 N. Vernon Avenue Kissimmee FL 34741</u>	
339*	Listing Brokerage Address	Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 **(Check if applicable):**
 342* ☐ A. Back-up Contract
 343* ☐ B. Kick Out Clause
 344* ☒ C. Other Lead-Based Paint Disclosure

345* **23. Additional Terms:**
 346 Buyer to pay Documentary Stamp Taxes on the Deed as per line 207.
 347
 348 This sale includes a 2 story frame structure built in 1894 which is considered of no value and
 349 will convey at closing.

361 **COUNTER-OFFER/REJECTION**

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364* ☐ Seller rejects Buyer's offer

365 **[The remainder of this page is intentionally left blank.**
 366 **This Contract continues with Line 367 on Page 8 of 8.]**

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367 This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before
368 signing.

369 **ATTENTION: SELLER AND BUYER**

370 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
371 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
372 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
373 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
374 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
375 **in violation of the Act.**

376 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
377 Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

378

379* **Buyer:** _____ Date: _____

380* Print name: Mike Steigerwald, City Manager

381* ~~Buyer~~ **Seller:** Vera D. Williams, Trustee Date: 10/5/23

382* Print name: Vera D Williams, Trustee

383 **Buyer's address for purpose of notice:**

384* Address: 101 Church Street Kissimmee FL 34741

385* Phone: _____ Fax: _____ Email: _____

386* **Seller:** Pola E Sommers Date: 10/05/2023

387* Print name: Pola E Sommers

388** **Seller:** Paul W Eisenbarth Date: 10/05/2023

389* Print name: Paul W Eisenbarth

390 **Seller's address for purpose of notice:**

391* Address: _____

392* Phone: _____ Fax: _____ Email: _____

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Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR



If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Vera D Williams, Trustee of the Vera D Williams Trust Paul W Eisenbarth & Pola E Sommers (SELLER) and City of Kissimmee Pola E Sommers (BUYER) concerning the Property described as 50 LAKEVIEW DR

KISSIMMEE

FL

34741-5707

Buyer's Initials

Seller's Initials

PES

PWE

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

PES PWE

(a) Presence of lead-based paint or lead-based paint hazards (CHECK ONE BELOW):

- ☐ Known lead-based paint or lead-based paint hazards are present in the housing.
☒ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (CHECK ONE BELOW):

- ☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____

- ☒ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Buyer has (CHECK ONE BELOW):

- ☒ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

(f) Licensee has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Pola E Sommers

10/05/2023

Paul W Eisenbarth

10/05/2023

Cheryl L Grieb

10/05/2023

Listing Licensee

Cheryl L Grieb

Date

BUYER Mike Steigerwald, City Manager

Date

Vera D Williams, Trustee

10/5/23

BUYER Vera D Williams, Trustee

Date

Buyer

Selling Licensee

Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

Page 1 of 1 P. LEAD-BASED PAINT DISCLOSURE

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