



**MEETING AGENDA  
SESSION OF THE CITY COMMISSION  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, MARCH 19, 2024 AT 6:00 PM**

**1. MEETING CALLED TO ORDER**

**2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

**3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

3.A The Early Learning Coalition of Osceola County is presenting an update on Osceola Reads and their accomplishments during this funding period

3.B Proclamation- Irish American Heritage Month

3.C Proclamation- Women's History Month

3.D Employee of the Month for March

3.E Recognition of local female artists in honor of Women's History Month

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

**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 March 5, 2024, meeting

7.B Debris Removal contract extension

7.C Debris Monitoring contract extension

7.D Notice of Correction of Scrivener's Error in City of Kissimmee Ordinance No. 3062, Establishing The Knightsbridge Community Development District

7.E Budget Adjustment for Proceeds from the sale of 504 Canterbury Lane

7.F Authorization to submit application for 2024-25 VOCA Grant

7.G Approval of scholarship awards for four (4) Osceola High School seniors through the Celebrating Youth Success Award Program

7.H Resolution to accept grant funding from the Florida Department of Transportation (FDOT) for Taxiway Delta Environmental Assessment at Kissimmee Gateway Airport

7.I Professional Service Agreement with Avcon, Inc., for an Environmental Assessment for Taxiway Delta Extension Project

7.J Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and SyncJet Aviation

**8. DISCUSSION ITEMS**

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

- 8.A (VSCRA) Acceptance of a Florida Department of Transportation Landscape Grant for the Vine Street Community Redevelopment Area
- 8.B Downtown Kissimmee Community Redevelopment Agency (DKCRA) and 100 Honeymoons, LLC Pioneer Project Incentive Program Agreement
- 8.C (DKCRA) Community Redevelopment Agencies Demolition Services Program Policy Amendment
- 8.D (VSCRA) Community Redevelopment Agencies Demolition Services Program Policy Amendment

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

- 8.E Discuss Draft Policy for Signage During Voting at the Kissimmee Civic Center

**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**

**The Early Learning Coalition of Osceola County is presenting an update on Osceola Reads and their accomplishments during this funding period**

**Request**

Kelly Trace, CEO from Reach is presenting an update on Osceola Reads.

**Explanation**

NA

Department: City Manager  
Presenter: Mike Steigerwald

**Attachment(s):**

1. Osceola Reads Update

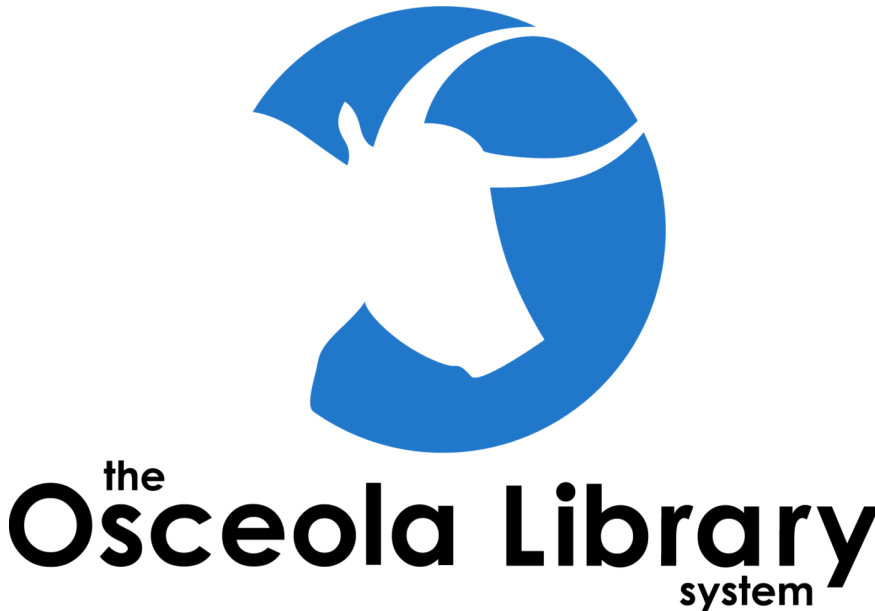


# OSCEOLA ★ READS ★

# OUR COMMUNITY PARTNERSHIPS



# OUR COMMITTEE PARTNERS



# COMMUNITY ADOPTERS





# INCOME

- **Osceola County**
- **City of Kissimmee**
- **City of St. Cloud**
- **Early Learning Coalition**

# EXPENSES

- **Labor (events, community coordination on literacy)**
- **Advertising**
- **Reading Contests**
- **Technology**



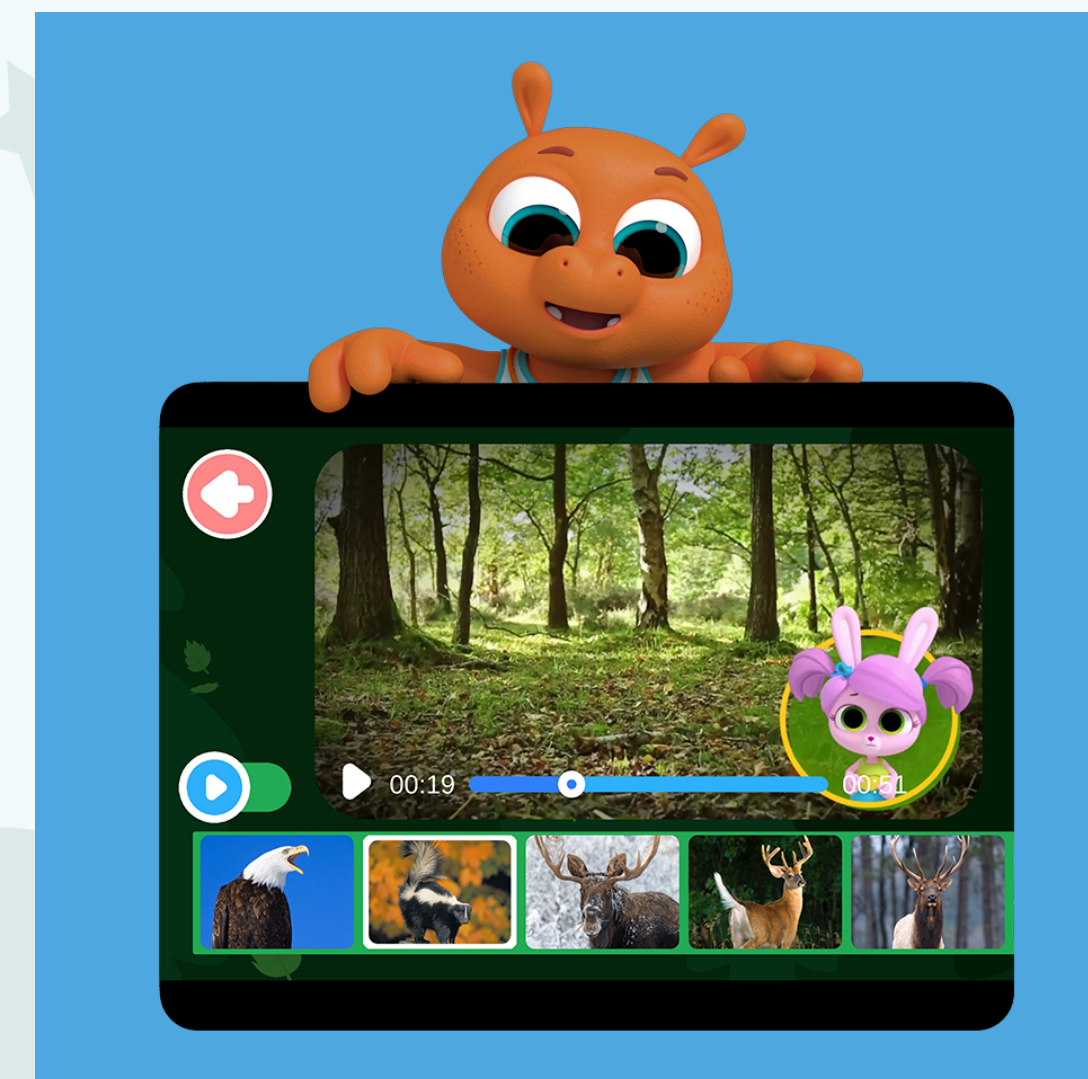
# OUR PROGRAMS



# Little Libraries



# Technology Tables





# OUR PROGRESS SINCE 2021

Beanstack

Footsteps2Brilliance

Over 200  
Challenge  
Participants

83k+  
Minutes  
Read

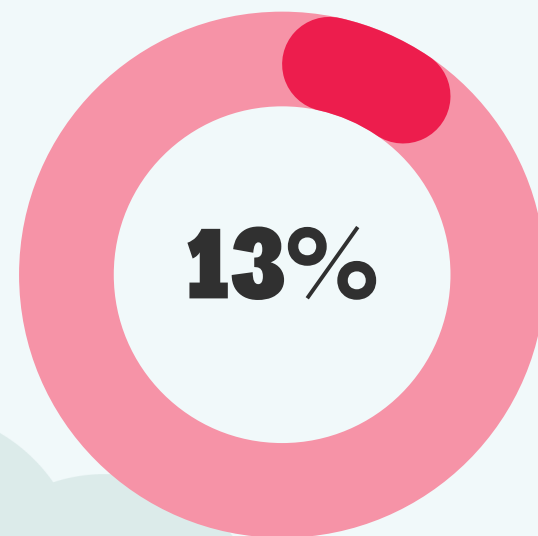
259k+  
Hours of  
Literacy

798k+  
Books Read

# GIVEAWAY WINNERS!

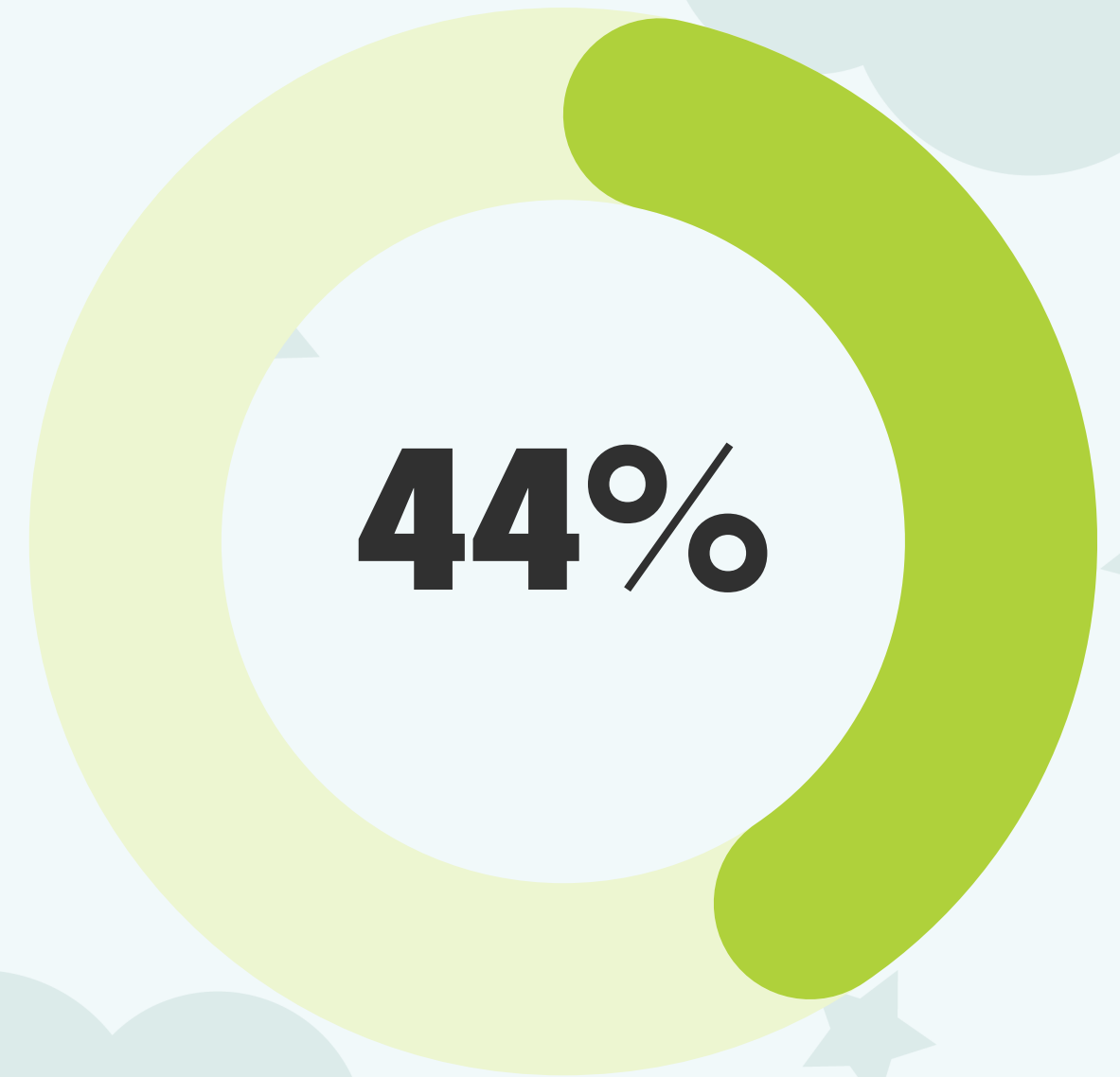
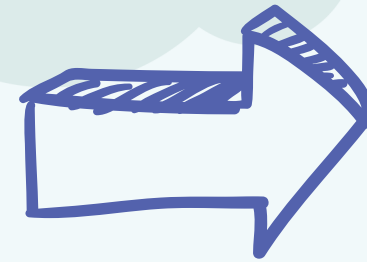


# OSCEOLA LITERACY RATE



**2015**

HOW IT STARTED



**2022**

HOW ITS GOING

The background is a light mint green color. It is decorated with several stylized, rounded cloud shapes in a slightly darker shade of green. Scattered throughout the background are numerous five-pointed stars, also in the same darker green shade. The clouds and stars are of varying sizes and are positioned in a way that creates a whimsical, dreamy atmosphere.

# QUESTIONS?



### **ITEM 3.B**

#### **Proclamation- Irish American Heritage Month**

##### **Request**

To present the Irish American Heritage Month Proclamation to Greg Sean Canning, Florida State Secretary of the Ancient Order of Hibernians.

##### **Explanation**

N/A

Department: City Manager  
Presenter: Mike Steigerwald

##### **Attachment(s):**

1. Proclamation- Irish American Heritage Month 2024

# Proclamation



## IRISH AMERICAN HERITAGE MONTH

**WHEREAS**, by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

**WHEREAS**, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

**WHEREAS**, Irish Americans helped to fashion a system of government for our young Nation; and

**WHEREAS**, twenty-two Presidents have proudly proclaimed their Irish American heritage; and

**WHEREAS**, in 1972 Irish born James Hoban provided the architectural plans for the White House and served as one of the supervising architects for the construction of the Capitol; and

**WHEREAS**, Irish born Commodore John Barry was recognized by the United States Congress in September of 2002 as the "First Flag Officer of the United States Navy"; and

**WHEREAS**, Commodore John Barry fought the last sea battle of the American Revolution off the coast of Florida; and

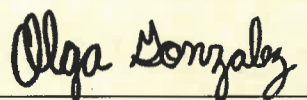
**WHEREAS**, Andrew Jackson, whose family came from County Antrim, served as Florida's military governor following its acquisition by the United States; and

**WHEREAS**, Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business, and religious establishments; and

**NOW, THEREFORE**, we, the City Commission for the City of Kissimmee do hereby proclaim the month of March as **"Irish American Heritage Month"** in the City of Kissimmee.

**IN WITNESS, THEREOF**, this is signed this 19<sup>th</sup> day of March, 2024.

  
CITY MANAGER

  
MAYOR-COMMISSIONER



### **ITEM 3.C**

#### **Proclamation- Women's History Month**

##### **Request**

To present a Proclamation in honor of Women's History Month.

##### **Explanation**

N/A

Department: City Manager

Presenter: Mike Steigerwald

##### **Attachment(s):**

1. Proclamation-Women's History Month



# Proclamation



## WOMEN'S HISTORY MONTH

**WHEREAS,** Women's History Month honors and celebrates the struggles and achievements of American women throughout the history of the United States; and

**WHEREAS,** American women have played to continue to play a critical economic, cultural and social role in our County and City; and

**WHEREAS,** Women have played an important role throughout the history of our Nation by providing the majority of volunteer labor force; and

**WHEREAS,** Women of all walks of life from business women, to volunteers, to stay at home moms, to government officials, have improved our Country and our Nation; and

**WHEREAS,** Women's History Month is an opportunity for us to recognize the contributions women have made to our Nation and the City of Kissimmee for countless years; and

**NOW, THEREFORE,** we, the City Commission for the City of Kissimmee do hereby proclaim the month of March 2024 as "**Women's History Month**" in the City of Kissimmee.

**IN WITNESS, THEREOF,** this is signed this 19<sup>th</sup> day of March, 2024.

  
CITY MANAGER

  
MAYOR-COMMISSIONER





### **ITEM 3.D**

#### **Employee of the Month for March**

##### **Request**

Request the City Commission to join the City Manager in recognizing Stacey Legel, Police Sergeant, as March's Employee of the Month.

##### **Explanation**

The City is pleased to honor Stacey Legel as the Employee of the Month for March. Stacey has been with the City for over 17 ½ years and currently serves as a Police Sergeant for the Kissimmee Police Department.

Throughout her career, Stacey demonstrated unwavering positivity, inspiring those within her squad to execute their duties with confidence and efficiency. Notably, she played a pivotal role in training multiple supervisors, contributing to the development and growth of leadership within the department. Additionally, Stacey is the current President of the Fraternal Order of Police (FOP). Under her leadership, strides are being made toward improving departmental operations and enhancing the quality of service provided to our citizens.

Overall, Stacey's dedication, positivity, and leadership have significantly impacted both her squad's performance and the department as a whole, setting a standard of excellence for all to follow. For this and more, the City would like to recognize Stacey Legel.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

##### **Attachment(s):**

None

### **ITEM 3.E**

#### **Recognition of local female artists in honor of Women's History Month**

##### **Request**

During March 2024, Women's History Month, the City of Kissimmee would like to express our gratitude to the artists who have displayed their art in City Hall.

##### **Explanation**

The art shown here infused our City Hall with the spirit of creativity, empowerment, and appreciation for the achievements of women throughout our community. This art, displayed on all five of our floors by local female artists from both Osceola and Orange County, is truly inspiring, and you have enriched our City Hall with it. The artists that contributed to this display are:

Patricia Jimenez  
Camila Ramos  
Yaa Rivera  
Sapphire Servellon  
Annie Espejo  
Jennifer Duque  
Diane Stapleton  
Panther Brunotte  
Vanessa Valleray  
Zyll  
Juliana Davidson-Ross  
Jessica Ross  
Mya Ross  
Sharon Bolivar  
Marsha De Broske  
Michelle Davidson  
Renee Elizabeth  
Michelle Mathis

Department: City Manager  
Presenter: Mike Steigerwald

##### **Attachment(s):**

1. Annie Espejo
2. Camila Ramos
3. Diane Stapleton
4. Jennifer Duque
5. Jessica Ross
6. Juliana Davidson-Ross
7. Marsha De Broske
8. Michelle Davidson
9. Mya Ross
10. Panther Brunotte
11. Patricia Jimenez

City of Kissimmee

12. Sapphire Servellon
13. Sharon Bolivar
14. Vanessa Valleray
15. Yaa Rivera
16. Zyll
17. Michelle Mathis
18. Renee Elizabeth





# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Annie Espejo*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



**CERTIFICATE OF RECOGNITION**  
PRESENTED TO

*Camila Ramos*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



**CERTIFICATE OF RECOGNITION**  
PRESENTED TO

*Diane Stapleton*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Jennifer Duque*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER





# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Jessica Ross*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



**CERTIFICATE OF RECOGNITION**  
PRESENTED TO

*Juliana Davidson-Ross*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Marsha De Broske*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



**CERTIFICATE OF RECOGNITION**  
PRESENTED TO

*Michelle Davidson*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER





# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Mya Ross*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



**CERTIFICATE OF RECOGNITION**  
PRESENTED TO

*Panther Brunotte*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Patricia Jimenez*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Sapphire Servellon*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER





# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Sharon Bolivar*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Vanessa Valleray*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Yaa Rivera*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Zyll*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER



# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Michelle Mathis*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER





# CERTIFICATE OF RECOGNITION

PRESENTED TO

*Renee Elizabeth*

FOR YOUR CONTRIBUTIONS AS AN ARTIST  
FOR THE WOMEN'S HISTORY MONTH DISPLAY AT CITY HALL  
PRESENTED ON MARCH 19TH, 2024

OLGA GONZÁLEZ  
MAYOR

OLGA L. CASTAÑO  
VICE MAYOR

ANGELA EADY  
MAYOR PRO TEM

CARLOS ALVAREZ III  
COMMISSIONER

JANETTE MARTINEZ  
COMMISSIONER

**ITEM 7.A****Approval of City Commission Minutes from the March 5, 2024, meeting****Request**

Request Commission approval of the March 5, 2024, Commission Minutes.

**Explanation**

Minutes of the Commission meeting held on March 5, 2024, 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 - March 5, 2024



**MEETING MINUTES  
SESSION OF THE CITY COMMISSION  
CITY OF KISSIMMEE  
CITY HALL, COMMISSION CHAMBERS  
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054  
TUESDAY, MARCH 5, 2024 AT 6:00 PM**

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

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.

- 3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

- 3.A Swearing in of new Firefighters**

Staff requests that our 16 new employees be sworn in as City of Kissimmee Fire Department firefighters.

Prior to the oaths being administered, a video, produced by Strategic Communications, was played for the audience.

Fire Chief Jim Walls administered the Oath of Office to Firefighters Garrett Davis, Vicsama Decade, Anthony Gonzalez, Harry Mason, Sterling Shippy, Jean Charles, Carl Augustave, Neisha Rucci, Eleanor McDaniel, Darnell Burton, Gaige Harris, Brett Mazo, Benjamin Dowzall, Brandon Petersen, Ryan Schaeffer, and John McKinney as their family and friends joined in the ceremony.

- 3.B Proclamation - March for Meals and Senior Nutrition Month**

To present a proclamation to Wendy Ford, CEO/President of the Council on Aging for March for Meals and Senior Nutrition Month.

City Manager Steigerwald read a proclamation in honor of the Council on Aging March for Meals Senior Nutrition Month as the Mayor and Commissioners presented the proclamation to Chris Hougland.

A spokesperson for the Council on Aging thanked the City Commission and our community for the support of this valuable program in our community.

- 3.C Proclamation - Florida Climate Week**

To present a proclamation to Alex Delgado, Editor-in-Chief and Ben DuPlantis, Office Manager of the VoLo Foundation, in honor of Florida Climate Week 2024.

City Manager Steigerwald announced the recipients were not present. They arrived at

6:25 p.m. and the proclamation was presented at that time.

City Manager Steigerwald read a proclamation in honor of Florida Climate Week 2024 as the Mayor and Commissioners presented the proclamation to Alex Delgado and Ben DuPlantis.

Mr. DuPlantis and Mr. Delgado thanked the Commission and expressed their gratitude for the presentation.

3.D Proclamation - Flood Awareness Week

To present a Proclamation to Ashley Willis, Public Works Director and Nagel Altrui, Flood Plain Manager of the City of Kissimmee, in honor of Flood Awareness Week.

City Manager Steigerwald read a proclamation in honor of Flood Awareness Week as the Mayor and Commissioners presented the proclamation to Public Works Director Ashley Willis and Flood Plain Manager Nagel Altrui.

Flood Plain Manager Altrui thanked the Commission for the presentation.

3.E Employee of the Month for March

Request the City Commission to join the City Manager in recognizing Stacey Legel, Police Sergeant, as March's Employee of the Month.

The Employee of the Month presentation has been continued to the March 19, 2024, Commission Meeting.

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

4.A Public Hearing - Final Reading - Proposed Ordinance #24-02 - Amending the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Industrial Business (IN): 2804-2814 Patrick St. - LUPA-23-0006

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 Amendment changing the Future Land Use Map designation from Single Family Low Density Residential (SF-LDR) to Industrial Business (IN) on approximately 3.4 acres of land.

City Attorney Sanchez de Fuentes read Ordinance # 3096 by title.

Doug Etheredge, Assistant Director of Development Services, reviewed the request for a land use change from Single Family to Industrial Business; this property was annexed into the City in 2019. Last year the property owner requested a land use change to a Single Family, but they now wish to return to Industrial Business so the property has that designated use. The Planning Advisory Board as well as staff recommend approval.

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

Commissioner Alvarez made a motion to approve the Public Hearing and adopt Ordinance # 3096. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.

4.B Public Hearing - Final Reading - Proposed Ordinance #24-03 - Amending the Zoning Map designation from Agriculture and Conservation (AC) to Business Park (BP): 2804-2814 Patrick St. - ZMA-23-0009

AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Approval of a Zoning Map Amendment to change the Zoning Map designation from Agriculture and Conservation (AC) to Business Park (BP) on approximately 3.4 acres of land.

City Attorney Sanchez de Fuentes read Ordinance # 3097 by title.

Doug Etheredge, Assistant Director of Development Services, reviewed as previously discussed the details of the request as described in Item 4.A. The property owner wishes to change the zoning from Agriculture and Conservation (AC) to Business Park(BP). The Planning Advisory Board as well as staff recommend approval.

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

Commissioner Castano moved to adopt Ordinance # 3097. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

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

Motion carried 4 - 0.



**5. PUBLIC HEARINGS**

None.

**6. HEAR AUDIENCE**

Fernando Homs submitted a request to speak under “Hear the Audience”, but he was on the agenda for Item 8.A.

**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 Approval of City Commission Minutes from the February 20, 2024 meeting  
Commission approval of the February 20, 2024 Commission Minutes.
- 7.B Veranda Palms, Phase 3 – Subdivision Final Acceptance  
Requesting City Commission acceptance of the required major subdivision improvements for the subdivision known as Veranda Palms, Phase 3.
- 7.C Donation of bicycles from Waste Management, Inc. for participants of after-school programs  
Approval to accept a donation of 40 youth bicycles from Waste Management, Inc. valued at \$6,337.
- 7.D Resolution authorizing an Interlocal Agreement for the Capital Project Finance Authority to issue an Educational Facilities Revenue Bond for the Kissimmee Charter Academy  
Approval of a Resolution authorizing the execution of the Interlocal Agreement for the Capital Project Finance Authority to issue an Educational Facilities Revenue Bond for the Kissimmee Charter Academy Project. The bond proceeds in part will be used by the buyers, Imagine Kissimmee Charter Academy LLC, to purchase the Kissimmee Charter Academy from the City.  
  
Resolution # 03-2024
- 7.E Public Works Operations Complex Study  
Approval to award the Public Works Operations Complex Study to Barrientos Design & Consulting under the Architectural & Engineering Continuing Services Agreement (contract# 20240133) and budget transfer in the amount of \$153,207 from Professional Services, Vehicle Maintenance, Solid Waste and Tools & Equipment accounts.
- 7.F Justice Assistance Grant Award  
Approval to accept the Justice Assistance Grant - Countywide (JAG-C) Program in the amount of \$9,685.84 (Contract #20240248) and approval to amend the budget accordingly.
- 7.G Climate Pollution Reduction Grant (CPRG) Letter of Intent  
Authorization to submit a Letter of Intent for project consideration for the Climate Pollution Reduction Grant

## 8. DISCUSSION ITEMS

### 8.A Request by Fernando Homs to waive fees for the seventh submittal of a Site Construction Plan for an Office Conversion at 721 Mabbette Street

Applicant requests fees be waived for the seventh submittal of Site Construction Plans.

Fernandez Homs, owner of 721 Mabbette Street, Kissimmee, addressed the Commission with concerns about the site plan process, new submissions, response times, and owner's access to records on-line. Mr. Homs submitted a folder containing pictures, a permit copy, and a list of Development Review (DRC) fees, (Exhibit "A"). Mr. Homs is requesting the City waive the seventh (7th) submission fee for his Site Construction Plans; he does not think it is fair that he has paid these fees repeatedly when he has been working on this project with the City for three (3) years. He received an "Early Start" permit to build a handicap ramp, but he is still waiting for final because his site plans have not been approved.

Craig Holland, Development Services Director, reviewed the conversion process on 721 Mabbette, from residential to office/commercial and stated Development Services has done over two-hundred (200) conversions since 2000 and in most cases it is fairly easy and requires a conditional use permit. This site went through three (3) reviews, which was more than normal. The next step is the Site Construction Plans. That is the process we are discussing currently. This property is in the seventh (7th) review and this is unheard of and is normally completed by the third (3rd) review. The fee schedule (established in 2015) was set-up to charge for the first (1st), fourth (4th), and seventh (7th) site reviews. Mr. Homs did not pay for the fourth (4th) review, so he paid for the first (1st) and it is required for seventh (7th). Director Holland reviewed a hand-out (Exhibit "B") with information on the processes followed for conversion. Mr. Homs is required to follow the same process as others. The software was new in 2022 and staff aided all users through the processes. Mr. Homs is currently only waiting for his Engineering to be resolved.

Staff answered Commission questions regarding Mr. Homs knowledge of the process.

Mr. Homs came back to the podium and questioned communications where the owner can also receive the comments and not just the contractor; staff responded that the owner can register in the system and is able to login and review all the details.

Commissioner Eady made a motion to deny the request for waiver. Commissioner Alvarez seconded the motion.

Motion carried 4 – 0.

## 9. HEAR CITY OFFICIALS

### 9.A CITY MANAGER

### 9.B CITY ATTORNEY

### 9.C CITY COMMISSION

Commissioner Castano invited everyone to attend Cam Fest 2024 Expo on the Kissimmee Lakefront at Ruby Plaza, Friday, March 8, 2024, starting at 9:00 a.m.

Commissioner Eady reminded everyone the clocks move forward an hour on Saturday night.

Commissioner Alvarez sent his sincere condolences to the family of Madeline Soto.

Mayor Gonzalez expressed congratulations and welcome to the sixteen (16) new firefighters sworn in tonight.

**10. ADJOURNMENT**

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:50 PM.

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MAYOR-COMMISSIONER

ATTEST:

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CITY CLERK

Exhibit "A"  
Hand-Out by Mr. Fernando Homs  
721 Mabbette Street  
Item 8.A.

Hand-out Fernando Homs  
3/5/2024  
Item 8.A (Exhibit "A")

DRC-21-00055 (721 MABBETTE ST KISSIMMEE, FL 34741)

NEW PLAN

FEES (3) DISCOUNTS ADJUSTMENTS VOIDS (1)

Fees Due: \$5,903.53

| <input type="checkbox"/> | Name                                             | Input Value | Base Amount | Discount | Total Amount | Status           | Involved Externally | Manual | Invoice Number    | Fee Added  | Notes                    | Delete Notes                  |
|--------------------------|--------------------------------------------------|-------------|-------------|----------|--------------|------------------|---------------------|--------|-------------------|------------|--------------------------|-------------------------------|
| <input type="checkbox"/> | Conditional Use Site Specific Redevelopment Plan | 0           | \$0.00      |          | \$3,185.96   | Paid In Full     |                     | ✓      | PLAN-DRC-21-00055 | 05/20/2021 | Conditional Use/Site     |                               |
| <input type="checkbox"/> | Conditional Use Site Specific Redevelopment Plan | 0           | \$0,950.00  |          | \$0,950.00   | Deleted          |                     |        |                   | 02/24/2022 | Additional fee charged   | Legacy project paid in ComDev |
| <input type="checkbox"/> | Conditional Use Site Specific Redevelopment Plan | 0           | \$0,950.00  |          | \$0,950.00   | Deleted          |                     | ✓      |                   | 09/21/2022 | Conditional Use Site     | See 9.21.22 email to Mr. Homs |
| <input type="checkbox"/> | Site Construction Plan Review                    | 0           | \$6,387.62  |          | \$6,387.62   | Paid In Full     |                     | ✓      | INV-00016888      | 01/13/2023 | Preliminary & Final Site |                               |
| <input type="checkbox"/> | Site Construction Plan Review - v3 Resubmittal   | 0           | \$5,903.53  |          | \$5,903.53   | Invoice/Paid Due |                     | ✓      | INV-00035406      | 01/24/2024 | Preliminary & Final Site |                               |
|                          |                                                  |             |             |          | \$15,477.13  |                  |                     |        |                   |            |                          |                               |

- Summary
- Details
- Location
- Additional Info
- Workflow
- Linked Records
- Holds
- Contacts (2)
- Fees (3)
- Bonds
- Activities (4)
- Files (82)
- Print Documents
- Conditions
- Tasks (6)
- Internal Notes (7)
- Inspection Cases
- Communication
- Review Team
- Impact Units
- History

INVOICE PAY NOW















City of Kissimmee  
Development Services  
101 N. Church Street  
Suite 120  
Kissimmee, Florida 34741  
407.518.2379

CITY OF  
**KISSIMMEE**  
1 8 8 3

**PERMIT NUMBER**

**BC-23-0316**

Issue Date: 07/24/2023

**Permit Type: Building (Commercial) - Early Start**

| Parcel ID               | Street Address  |
|-------------------------|-----------------|
| 21-25-29-1690-000V-0100 | 721 MABBETTE ST |

| Owner Information                                       | Applicant Information                                       | Contractor Information                                                      |
|---------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------|
| Owner: FERNANDO HOMES PA                                | Applicant: JUAN A VASQUEZ MATA                              | Contractor: 3VD CONSTRUCTIONS LLC                                           |
| Owner 4601 NEPTUNE RD<br>Address: SAINT CLOUD, FL 34769 | Applicant 3626 ROSSWOOD DRIVE<br>Address: ORLANDO, FL 32806 | Contractor 3626 ROSSWOOD DRIVE<br>Address: ORLANDO, FL 32806                |
| Phone:                                                  | Phone: (407) 970-7172                                       | Phone: (407) 970-7172<br>Lic. No.: CCC1330853<br>Lic. Exp. Date: 08/31/2024 |

**Project Description**

EARLY START PERMIT: To relocate A/C compressor, provide Exit Light, Provide Handicapped Ramp. NO INSPECTIONS TO BE PROVIDED UNTIL THE MAIN PERMIT - MSC-23-0154 - HAS BEEN ISSUED

**Required Inspections**

| Inspection | Inspector | Inspection Status | Date |
|------------|-----------|-------------------|------|
|            |           |                   |      |
|            |           |                   |      |

**NOTICE:** In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits from governmental entities such as water management districts, state agencies and federal agencies.

**"WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."**

THE CITY OF KISSIMMEE HAS AN EXCLUSIVE FRANCHISE AGREEMENT WITH WASTE MANAGEMENT OF ORLANDO TO PROVIDE COMMERCIAL SOLID WASTE COLLECTION AND ROLL OFF SERVICES IN THE CITY LIMITS. THEY ARE THE ONLY WASTE HAULER AUTHORIZED TO PROVIDE THESE SERVICES IN THE CITY OF KISSIMMEE.

**NOTICE:** IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT, THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES OR FEDERAL AGENCIES.

Exhibit "B"  
Hand-Out by Staff  
721 Mabbette Street / DRC #21-00055  
Item 8.A.



- \* Most reviews were followed by an in-person meeting or phone call to discuss the comments.
- \* The record contact/agent, Mr. Juan Vasquez (contractor), was usually the person we met with.
- \* Eventually, we requested the Engineer of Record, Mr. Carlos Moreno, to be present at meetings to help resolve issues that were not being addressed otherwise.
- \* Most submittals were immediately followed by a request by the applicant to review quickly (well ahead of the scheduled due dates), which we accommodated as best we could.
- \* A detailed timeline can be provided upon request.
- \* Most comments include LDC code references. Those that do not are covered by City Construction Standards and Specifications, FDOT, South Florida Water Water Management District, ADA, or are industry standard expectations.

\* Highlighting Legend

Repeat comments with reason. - yellow

New comments as a result of new information or changes made to the plans. - orange

Typical Guidance. - blue

Ryan Kilman, Engineer 1, 3/1/2024

## DEVELOPMENT PROJECT COMMENT FORM



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

DATE: 2/28/2023

PROJECT: 721 Mabbette Street

CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055

REVIEW NUMBER: 1

Review Status:  
REVISE & RESUBMIT

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

### GENERAL INFORMATION:

1. Some property boundary lines are difficult to see. Please make sure all proposed and existing property lines are clear and contrast with other linework (darken).
2. Please use engineering scale for civil site plan drawings.
3. Recommend separating architectural plans from civil plans.
4. Please revise "Utility Providers" table to indicate City of Kissimmee for garbage; Sheet A-2.

### SURVEY/EXISTING CONDITIONS:

5. Please provide a digitally certified copy of the boundary and topographic survey with the final construction drawings.

### OFF-SITE IMPROVEMENTS:

6. Verify no new construction will take place in the existing street right-of-way.

### DEMOLITION/DEWATERING/MOT/SWPPP:

7. Please indicate as a note on the construction drawings, "Contractor to coordinate maintenance of traffic with the Kissimmee Public Works and Engineering Construction Manager prior to any road, lane, or sidewalk closures".

### LANDSCAPING/IRRIGATION (§14-7-1, §14-7-23, §14-8, §14-5-11):

8. All landscaping/pervious areas shall be protected from vehicle use areas by wheel stops or raised vertical curbing. Please clarify the limits of curbing and type on the construction drawings.
9. Provide an irrigation plan in conformance with LDC §14-8-24.
10. Please show the 10-foot horizontal sight distance triangles at driveway intersection with the street on the landscaping plans, in accordance with LDC §14-7-2(B) and §14-2, Figure 2-10.
11. Verify no landscaping, walls, or fences located in the horizontal sight distance triangles fall between 30-inches and eight feet. Ref. LDC §14-7-2(A)
12. Verify the following separation is provided between landscaping and site features, in accordance with §14-8-23, Table 8-1:
  - a) Sidewalks, curb/gutters, bikeways, driveways: 3 FT for understory trees, 5 FT for canopy trees
  - b) Intersections: 35 FT
  - c) Manholes/catch basins: 10 FT for understory trees, 10 FT for canopy trees
  - d) Street lights: 10 FT for understory trees, 25 FT for canopy trees
  - e) Regulatory signs: Not to block signs

### DEDICATIONS/RIGHTS-OF-WAY/EASEMENTS:

13. This project is located within a zoning district requiring streetscape improvements. The streetscape zone is measured from the back of curb of the street. Please clarify the location of the back of curb and revise the streetscape zone location on the construction plans, as needed.
14. All existing and proposed easements shall be shown on the construction drawings.

### STREET DESIGN/CIRCULATION/PARKING/ACCESS/CONSTRUCTION (§14-7):

15. Provide an ITE traffic statement (latest edition) on the construction drawings, including am/pm peak hour and total trips. Ref. LDC §14-3-31(C)(2)(b)



16. Wheel stops shall be a minimum 6-feet-wide. Revise the handicap space wheel stop and wheel stop detail, as needed; Sheet A-5. Ref. LDC §14-7-23(B)(2)
17. Verify ADA parking space slopes do not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design

#### **TRAFFIC SIGNAGE/PAVEMENT MARKINGS:**

18. Please provide a signage and striping plan. Ref. LDC §14-7-23(G), §14-3-42(H)(2), 14-3-32(A)(1)
19. Please indicate as a note on construction drawings, "All signage and striping to be installed in accordance with MUTCD (latest edition) standards and specifications".

#### **UTILITIES:**

20. Some utilities are not shown on the site plan, particularly in the area of the new driveway. Please show the location of all existing and proposed water, sewer, and other utilities on the construction drawings. Ref. LDC §14-3-31(C)(2)(l)

#### **GARBAGE STORAGE/COLLECTION/DISPOSAL:**

21. Please provide information on the trash enclosure screening type and height on the construction plans. Ref. LDC §14-3-31(C)(2)(r)
22. Please add a note near the trash enclosure details indicating, "Construction of enclosure to be done prior to final acceptance of this project".

#### **PUBLIC SIDEWALKS/BIKEWAYS/PEDESTRIAN PATHS:**

23. Please indicate as a note on the construction drawings, "Sidewalks to be constructed per ADA and City Construction Standards and Specifications".
24. Verify ADA access aisles are level with surface slopes not exceeding 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design

#### **STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):**

25. Please provide pre vs. post-development project areas on the construction drawings. Be sure to include total, pervious, impervious, and building areas for each.
26. Provide a table showing the maximum impervious area/ratio provided for by the stormwater pond together with the maximum allowable zoning impervious ratio. The impervious lot coverage shall be no greater than that which is provided for by the stormwater pond.
27. Please indicate vertical datum used on all elevation sensitive sheets.
28. Please indicate as a note on the grading plans, "Lot grading shall not impose any additional runoff onto nor impede runoff from adjacent properties".
29. Please provide cross-sections along each property line to show how this development will tie into the existing grades. Please clearly indicate slope to/from adjacent properties. Where drainage may become trapped between properties, please provide positive drainage toward the street or other public drainage system.
30. Please indicate as a note near the dry pond cross-section detail(s) indicating, "Dry pond bottom and pond side slopes to be stabilized with permanent vegetative cover."
31. Please revise pond cross-sections on the construction drawings to add:
  - a) Pond bottom elevation
  - b) SHWT elevation
  - c) 10yr/24hr, 10yr/72, 100yr/72hr design storm peak stage elevation information (table preferred)
32. Please verify no proposed grading slopes are greater than 3:1.

#### **DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):**

33. A digitally certified Drainage Report shall be provided with the next submittal, to include the following information:
  - a) Nodal diagram
  - b) Pre and post-development basin maps with Tc flow paths
  - c) Pre and post-development runoff calculations
  - d) Stage vs. storage tables
  - e) Flood routing information for 10yr/24hr, 10yr/72hr, 100yr/72hr storm events
34. A digitally certified Geotech Report shall be provided with the next submittal, to include the following information:
  - a) Confining layer
  - b) Hydraulic conductivity (vertical and horizontal)
  - c) Normal wet weather water table and SHWT elevations
  - d) Pond recovery analysis
35. Please provide justification for the 50% reduction in water quality treatment volume.



**STORMWATER ENGINEERING CONSULTANT COMMENTS (Randy Gonzalez, [randy.gonzalez@kimley-horn.com](mailto:randy.gonzalez@kimley-horn.com)):**

- 36. Please ensure positive discharge from the paver system into the swale system is provided
- 37. Please submit supporting documents that satisfy all criteria established by SS 14-10-3 and 14-3-32.

**ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):**

**SITE SPECIFIC:**

- Comments based on plans uploaded on 1/18/2023 and response letter dated 10/28/2022.
- Plan mark-ups have been provided with this review. Check the Energov Citizen Self Service Portal for details.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
  - Comment responses
  - Boundary and topo survey \*
  - Revised construction drawings \*
  - Revised landscaping plans \*
  - Revised drainage calculations \*
  - Geotechnical report \*

\* Digitally certified

**GENERAL:**

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to view comments or upload any revisions to plans or supporting documentation.
- TIPS:
  - Avoid generalized responses; include document and sheet/page number references.
  - Avoid changing detail/viewport locations and drawing scales, if possible.
  - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
  - Check drawing scales and north arrow directions before submittal.
  - Be sure to capture all changes from the previous version of the plans/details with revision clouds and notes in the title block; avoid clouding large areas of the plans.
  - Make sure all lettering and numbering on the plans are legible. Raster images should be clear and concise.
  - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
- Please have ready a SWPPP, dewatering plan (as needed), NPDES NOI application, and MOT plans for the pre-construction meeting with the City.
- Any changes to a previously reviewed set of plans shall be clearly indicated, through comment responses and/or other written communication. Revision triangles, clouds, and notation are recommended to be shown for the latest changes.
- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: [engineering@kissimmee.gov](mailto:engineering@kissimmee.gov)
- South Florida Water Management District (SFWMD) 10/2 Self-Certification: A general permit can be granted for the construction, alteration, and maintenance of a stormwater management system serving a total project area of up to 10 acres and meeting the criteria below. An electronic self-certification is required by Florida Statute 403.814(12) and can be done here: <https://www.fldepportal.com/DepPortal/go/apply-build>
  - The total project area involves less than 10 acres and less than 2 acres of impervious surface;
  - Activities will not impact wetlands or other surface waters;
  - Activities are not conducted in, on, or over wetlands or other surface waters;
  - Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;
  - The project is not part of a larger common plan, development, or sale; and
  - The project does not:
    - Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
    - Cause adverse impacts to existing surface water storage and conveyance capabilities;
    - Cause a violation of state water quality standards; or
    - Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086.



- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
  - 61G15: Board of Professional Engineers, Chapter 23: Seals, Rules 23.004- 23.005
  - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
  - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
  - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
  - If self-certifying (not using a third-party certification authority), please submit a signature document/report in accordance with FAC. This document shall list the SHA-1 authentication code for each file.
- If you have any questions regarding these comments/conditions, please use the contact information provided above.



###



## DEVELOPMENT PROJECT COMMENT FORM



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

DATE: 4/25/2023

PROJECT: 721 Mabbette Street

CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055

REVIEW NUMBER: 2

Review Status:  
REVISE & RESUBMIT

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

### GENERAL INFORMATION:

1. Many of the following comments are repeat comments; no comment responses were found and/or apparent changes made.
2. Please use engineering scale for civil site plan drawings.
3. Recommend separating architectural plans from civil plans.
4. Please revise "Utility Providers" table to indicate City of Kissimmee for garbage; Sheet A-2.

### SURVEY/EXISTING CONDITIONS:

5. Please provide a digitally certified copy of the boundary and topographic survey with the final construction drawings.
6. Please attach a reference copy of the most current boundary and topographic survey to the construction plan set.

### OFF-SITE IMPROVEMENTS:

7. Verify no new construction will take place in the existing street right-of-way.

### DEMOLITION/DEWATERING/MOT/SWPPP:

8. Please indicate as a note on the construction drawings, "Contractor to coordinate maintenance of traffic with the Kissimmee Public Works and Engineering Construction Manager prior to any road, lane, or sidewalk closures".

### LANDSCAPING/IRRIGATION (§14-7-1, §14-7-23, §14-8, §14-5-11):

9. All landscaping/pervious areas shall be protected from vehicle use areas by wheel stops or raised vertical curbing. Please clarify the limits of curbing and type on the construction drawings.
10. Provide an irrigation plan in conformance with LDC §14-8-24.
11. Please show the 10-foot horizontal sight distance triangles at driveway intersection with the street on the landscaping plans, in accordance with LDC §14-7-2(B) and §14-2, Figure 2-10.
12. Verify no landscaping, walls, or fences located in the horizontal sight distance triangles fall between 30-inches and eight feet. Ref. LDC §14-7-2(A)
13. Verify the following separation is provided between landscaping and site features, in accordance with §14-8-23, Table 8-1:
  - a) Sidewalks, curb/gutters, bikeways, driveways: 3 FT for understory trees, 5 FT for canopy trees
  - b) Intersections: 35 FT
  - c) Manholes/catch basins: 10 FT for understory trees, 10 FT for canopy trees
  - d) Street lights: 10 FT for understory trees, 25 FT for canopy trees
  - e) Regulatory signs: Not to block signs

### DEDICATIONS/RIGHTS-OF-WAY/EASEMENTS:

14. This project is located within a zoning district requiring streetscape improvements. The streetscape zone is measured from the back of curb of the street. Please clarify the location of the back of curb and revise the streetscape zone location on the construction plans, as needed.
15. All existing and proposed easements shall be shown on the construction drawings.

### STREET DESIGN/CIRCULATION/PARKING/ACCESS/CONSTRUCTION (§14-7):

16. Provide an ITE traffic statement (latest edition) on the construction drawings, including am/pm peak hour and total trips. Ref. LDC §14-3-31(C)(2)(b)



17. Wheel stops shall be a minimum 6-feet-wide. Revise the handicap space wheel stop and wheel stop detail, as needed; Sheet A-5. Ref. LDC §14-7-23(B)(2)
18. Verify ADA parking space slopes do not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design

#### **TRAFFIC SIGNAGE/PAVEMENT MARKINGS:**

19. Please provide a signage and striping plan. Ref. LDC §14-7-23(G), §14-3-42(H)(2), 14-3-32(A)(1)
20. Please indicate as a note on construction drawings, "All signage and striping to be installed in accordance with MUTCD (latest edition) standards and specifications".

#### **UTILITIES:**

21. Some utilities are not shown on the site plan, particularly in the area of the new driveway. Please show the location of all existing and proposed water, sewer, and other utilities on the construction drawings. Ref. LDC §14-3-31(C)(2)(I)

#### **GARBAGE STORAGE/COLLECTION/DISPOSAL:**

22. Please provide information on the trash enclosure screening type and height on the construction plans. Ref. LDC §14-3-31(C)(2)(r)
23. Please add a note near the trash enclosure details indicating, "Construction of enclosure to be done prior to final acceptance of this project".

#### **PUBLIC SIDEWALKS/BIKEWAYS/PEDESTRIAN PATHS:**

24. Please indicate as a note on the construction drawings, "Sidewalks to be constructed per ADA and City Construction Standards and Specifications".
25. Verify ADA access aisles are level with surface slopes not exceeding 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design

#### **STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):**

26. Please provide pre vs. post-development project areas on the construction drawings. Be sure to include total, pervious, impervious, and building areas for each.
27. Provide a table showing the maximum impervious area/ratio provided for by the stormwater pond together with the maximum allowable zoning impervious ratio. The impervious lot coverage shall be no greater than which is provided for by the stormwater pond.
28. Please indicate vertical datum used on all elevation sensitive sheets.
29. Please indicate as a note on the grading plans, "Lot grading shall not impose any additional runoff onto nor impede runoff from adjacent properties".
30. Please provide cross-sections along each property line to show how this development will tie into the existing grades. Please clearly indicate slope to/from adjacent properties. Where drainage may become trapped between properties, please provide positive drainage toward the street or other public drainage system.
31. Please indicate as a note near the dry pond cross-section detail(s) indicating, "Dry pond bottom and pond side slopes to be stabilized with permanent vegetative cover."
32. Please revise pond cross-sections on the construction drawings to add:
  - a) Pond bottom elevation
  - b) SHWT elevation
  - c) 10yr/24hr, 10yr/72, 100yr/72hr design storm peak stage elevation information (table preferred)
33. Please verify no proposed grading slopes are greater than 3:1.

#### **DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):**

34. A digitally certified Drainage Report shall be provided with the next submittal, to include the following information:
  - a) Nodal diagram
  - b) Pre and post-development basin maps with Tc flow paths
  - c) Pre and post-development runoff calculations
  - d) Stage vs. storage tables
  - e) Flood routing information for 10yr/24hr, 10yr/72hr, 100yr/72hr storm events
35. A digitally certified Geotech Report shall be provided with the next submittal, to include the following information:
  - a) Confining layer
  - b) Hydraulic conductivity (vertical and horizontal)
  - c) Normal wet weather water table and SHWT elevations
  - d) Pond recovery analysis
36. Please provide justification for the 50% reduction in water quality treatment volume.



**STORMWATER ENGINEERING CONSULTANT COMMENTS (Randy Gonzalez, [randy.gonzalez@kimley-horn.com](mailto:randy.gonzalez@kimley-horn.com)):**

37. Repeat Comment: The City of Kissimmee allows a 50% reduction in water quality treatment for dry retention when conditions permit. The provided calculations are using a 50% reduction. Please coordinate with the City to ensure the allowable conditions for a reduction in treatment apply for this project. If they do not, revise stormwater calculations to meet criteria established within SS 14-10-3, which requires the greater of:
  - a) First 1" of runoff over entire basin
  - b) Total runoff of 2.5 inches times the percent of proposed imperviousness
38. Repeat Comment: Please ensure positive discharge from the paver system into the swale system is provided
39. Provide a paving and grading plan with proposed spot elevations.
40. Repeat Comment: At the time of construction site permitting, please submit supporting documents (drainage report, Geotech report, etc) that satisfy all criteria established by SS 14-10-3 and 14-3-32. Please ensure positive discharge from the paver system into the swale system is provided
41. Please submit supporting documents that satisfy all criteria established by SS 14-10-3 and 14-3-32.

**ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):**

**SITE SPECIFIC:**

- Comments based on plans uploaded on 3/20/2023.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
  - Comment responses
  - Boundary and topo survey \*
  - Revised construction drawings \*
  - Revised landscaping plans \*
  - Revised drainage calculations \*
  - Geotechnical report \*

\* Digitally certified

**GENERAL:**

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to view comments or upload any revisions to plans or supporting documentation.
- TIPS:
  - Avoid generalized responses; include document and sheet/page number references.
  - Avoid changing detail/viewport locations and drawing scales, if possible.
  - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
  - Check drawing scales and north arrow directions before submittal.
  - Be sure to capture all changes from the previous version of the plans/details with revision clouds and notes in the title block; avoid clouding large areas of the plans.
  - Make sure all lettering and numbering on the plans are legible. Raster images should be clear and concise.
  - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
- Please have ready a SWPPP, dewatering plan (as needed), NPDES NOI application, and MOT plans for the pre-construction meeting with the City.
- Any changes to a previously reviewed set of plans shall be clearly indicated, through comment responses and/or other written communication. Revision triangles, clouds, and notation are recommended to be shown for the latest changes.
- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: [engineering@kissimmee.gov](mailto:engineering@kissimmee.gov)
- South Florida Water Management District (SFWMD) 10/2 Self-Certification: A general permit can be granted for the construction, alteration, and maintenance of a stormwater management system serving a total project area of up to 10 acres and meeting the criteria below. An electronic self-certification is required by Florida Statute 403.814(12) and can be done here: <https://www.fldepportal.com/DepPortal/go/apply-build>
  - The total project area involves less than 10 acres and less than 2 acres of impervious surface;
  - Activities will not impact wetlands or other surface waters;
  - Activities are not conducted in, on, or over wetlands or other surface waters;
  - Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;



- The project is not part of a larger common plan, development, or sale; and
- The project does not:
  - Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
  - Cause adverse impacts to existing surface water storage and conveyance capabilities;
  - Cause a violation of state water quality standards; or
  - Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086.
- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
  - 61G15: Board of Professional Engineers, Chapter 23: Seals, Rules 23.004- 23.005
  - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
  - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
  - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
  - If self-certifying (not using a third-party certification authority), please submit a signature document/report in accordance with FAC. This document shall list the SHA-1 authentication code for each file.
- If you have any questions regarding these comments/conditions, please use the contact information provided above.



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## DEVELOPMENT PROJECT COMMENT FORM



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

DATE: 6/1/2023  
PROJECT: 721 Mabbette Street  
CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055  
REVIEW NUMBER: 3

Review Status:  
**REVISE & RESUBMIT**

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

### GENERAL INFORMATION:

1. **New comment, based on revisions:** 1:150 is not a standard engineering scale. Please use a standard engineering scale for civil site plan drawings. A 1:10 scale seems to be most suitable. Also, please add a graphic scale to the drawings.
2. **New comment, based on revisions:** Please add a graphic scale and north arrow to all sheets showing plan view.

### SURVEY/EXISTING CONDITIONS:

3. **Previous comment, not yet satisfied:** "Please provide a digitally certified copy of the boundary and topographic survey with the final construction drawings." **Reason:** Survey does not appear to be digitally certified.

### LANDSCAPING/IRRIGATION (§14-7-1, §14-7-23, §14-8, §14-5-11):

4. **New comment, based on revisions:** The concrete curbing between landscaping and vehicle use areas shall be a minimum of 6-inches high. Please add this to the concrete curbing detail.

### DEDICATIONS/RIGHTS-OF-WAY/EASEMENTS:

5. **New comment, based on revisions:** The streetscape zone is measured from the back of curb of the street. The drawings do not show the (Miami) curbing, nor does it appear to show the streetscape zone properly. Please revise, as needed.

### STREET DESIGN/CIRCULATION/PARKING/ACCESS/CONSTRUCTION (§14-7):

6. **Previous comment, not yet satisfied:** "Provide an ITE traffic statement (latest edition) on the construction drawings, including am/pm peak hour and total trips. Ref. LDC §14-3-31(C)(2)(b)" **Reason:** Your response was "no applicable". This is a basic traffic estimation to/from the site, based on use. Please provide this or a more detailed traffic analysis for this project.
7. **New comment, based on revisions:** The proposed wheel stops are 7 feet wide. This is okay, but comment response indicates they are 6 feet.

### TRAFFIC SIGNAGE/PAVEMENT MARKINGS:

8. **Previous comment, not yet satisfied:** "Please provide a signage and striping plan. Ref. LDC §14-7-23(G), §14-3-42(H)(2), 14-3-32(A)(1)" **Reason:** It is not clear how this was addressed; no comment response was found. There should be a stop bar and stop sign at the driveway exit. Don't forget to add details on the plans.

### UTILITIES:

9. **New comment, based on revisions:** Please verify there are no new utility connections to this site.

### GARBAGE STORAGE/COLLECTION/DISPOSAL:

10. **Previous comment, not yet satisfied:** "Please provide information on the trash enclosure screening type and height on the construction plans. Ref. LDC §14-3-31(C)(2)(r)" **Reason:** The screening information could not be located on the plans. Please add, as needed.
11. **Previous comment, not yet satisfied:** "Please add a note near the trash enclosure details indicating, 'Construction of enclosure to be done prior to final acceptance of this project'." **Reason:** Screening is still required.



**STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):**

12. **New comment, based on revisions:** The Impervious/Pervious Area table provided on Sheet A-2 indicates a total impervious surface coverage of 51% for this project. If the proposed storm water pond is only designed for this impervious coverage, as opposed to the maximum allowed by zoning, please indicate this in the table. Also, check the maximum impervious area allowed by zoning and adjust, as needed.
13. **Previous comment, not yet satisfied:** "Please indicate vertical datum used on all elevation sensitive sheets."  
**Reason:** It is not clear how this was addressed; no comment responses found.
14. **Previous comment, not yet satisfied:** "Please provide cross-sections along each property line to show how this development will tie into the existing grades. Please clearly indicate slope to/from adjacent properties. Where drainage may become trapped between properties, please provide positive drainage toward the street or other public drainage system." **Reason:** Section L-L does not appear to be an accurate representation of the cross-section shown (i.e. elevation 67.79' is not at a single point). Please revise. Also, please add cross-sections for the sides of the lot.
15. **Previous comment, not yet satisfied:** "Please revise pond cross-sections on the construction drawings to add:  
a) Pond bottom elevation  
b) SHWT elevation  
c) 10yr/24hr, 10yr/72, 100yr/72hr design storm peak stage elevation information (table preferred)"  
**Reason:** Items b,c appear to be missing from the pond cross-section detail.

**DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):**

16. **Previous comment, not yet satisfied:** "A digitally certified Drainage Report shall be provided with the next submittal, to include the following information:  
a) Nodal diagram  
b) Pre and post-development basin maps with Tc flow paths  
c) Pre and post-development runoff calculations  
d) Stage vs. storage tables  
e) Flood routing information for 10yr/24hr, 10yr/72hr, 100yr/72hr storm events"  
**Reason:** Please provide this for review and approval.
17. **Previous comment, not yet satisfied:** "A digitally certified Geotech Report shall be provided with the next submittal, to include the following information:  
a) Confining layer  
b) Hydraulic conductivity (vertical and horizontal)  
c) Normal wet weather water table and SHWT elevations  
d) Pond recovery analysis"  
**Reason:** Please provide this for review and approval.
18. **Previous comment, not yet satisfied:** "Please provide justification for the 50% reduction in water quality treatment volume." **Reason:** It is not clear how this has been addressed; no justification found in comment responses.

**STORMWATER ENGINEERING CONSULTANT COMMENTS (Randy Gonzalez, [randy.gonzalez@kimley-horn.com](mailto:randy.gonzalez@kimley-horn.com)):**

19. Detail 3/A-3 does not provide sufficient information to demonstrate positive discharge from the paver system to the swale. Applicant to provide a grading plan with proposed elevations for the site.
20. Repeat Comment: Applicant to submit supporting documents that satisfy all criteria established by SS 14-10-3 and 14-3-32.

**ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):****SITE SPECIFIC:**

- Comments based on plans uploaded on 4/26/2023.
- Per Engineer of Record: No new construction within the right-of-way is proposed.
- 6-inch concrete curbing or wheel stops to be provided between landscaping and pavement areas, as shown on Sheet A-2.
- There shall be no new vertical construction between 30-inches and 8 feet, within 10 feet of the intersection of the driveway and right-of-way line (Sight Visibility Triangles, per LDC §14-7-2(B) and §14-2, Figure 2-10).
- ADA access aisles shall be level with surface slopes not exceeding 1:48 (2.08%) in all directions and ADA parking space slopes shall not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
  - Comment responses
  - Boundary and topo survey \*
  - Revised construction drawings \*
  - Revised landscaping plans \*
  - Revised drainage calculations \*
  - Geotechnical report \*



**GENERAL:**

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to view comments or upload any revisions to plans or supporting documentation.
- TIPS:
  - Avoid generalized responses; include document and sheet/page number references.
  - Avoid changing detail/viewpoint locations and drawing scales, if possible.
  - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
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  - Make sure all lettering and numbering on the plans are legible. Raster images should be clear and concise.
  - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
- Please have ready a SWPPP, dewatering plan (as needed), NPDES NOI application, and MOT plans for the pre-construction meeting with the City.
- Any changes to a previously reviewed set of plans shall be clearly indicated, through comment responses and/or other written communication. Revision triangles, clouds, and notation are recommended to be shown for the latest changes.
- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: [engineering@kissimmee.gov](mailto:engineering@kissimmee.gov)
- South Florida Water Management District (SFWMD) 10/2 Self-Certification: A general permit can be granted for the construction, alteration, and maintenance of a stormwater management system serving a total project area of up to 10 acres and meeting the criteria below. An electronic self-certification is required by Florida Statute 403.814(12) and can be done here: <https://www.fldepportal.com/DepPortal/go/apply-build>
  - The total project area involves less than 10 acres and less than 2 acres of impervious surface;
  - Activities will not impact wetlands or other surface waters;
  - Activities are not conducted in, on, or over wetlands or other surface waters;
  - Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;
  - The project is not part of a larger common plan, development, or sale; and
  - The project does not:
    - Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
    - Cause adverse impacts to existing surface water storage and conveyance capabilities;
    - Cause a violation of state water quality standards; or
    - Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086.
- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
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  - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
  - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
  - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
  - If self-certifying (not using a third-party certification authority), please submit a signature document/report in accordance with FAC. This document shall list the SHA-1 authentication code for each file.
- If you have any questions regarding these comments/conditions, please use the contact information provided above.



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## DEVELOPMENT PROJECT COMMENT FORM



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

DATE: 7/17/2023

PROJECT: 721 Mabbette Street

CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055

REVIEW NUMBER: 4

Review Status:  
REVISE & RESUBMIT

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - ryan.kilman@kissimmee.gov

### GENERAL INFORMATION:

1. **Please note:** The comment response letter dated June 2, 2023 appears to be for the first review comments from February 28, 2023. Please revise plans and provide comment responses to address these comments.
2. **Previous comment, not yet satisfied:** "1:150 is not a standard engineering scale. Please use a standard engineering scale for civil site plan drawings. A 1:10 scale seems to be most suitable. Also, please add a graphic scale to the drawings." **Reason:** It is not clear how this was addressed.
3. **Previous comment, not yet satisfied:** "Please add a graphic scale and north arrow to all sheets showing plan view." **Reason:** It is not clear how this was addressed.

### SURVEY/EXISTING CONDITIONS:

4. **Previous comment, not yet satisfied:** "Please provide a digitally certified copy of the boundary and topographic survey with the final construction drawings." **Reason:** Survey does not appear to be digitally certified.

### LANDSCAPING/IRRIGATION (§14-7-1, §14-7-23, §14-8, §14-5-11):

5. **Previous comment, not yet satisfied:** "The concrete curbing between landscaping and vehicle use areas shall be a minimum of 6-inches high. Please add this to the concrete curbing detail." **Reason:** It is not clear how this was addressed.

### DEDICATIONS/RIGHTS-OF-WAY/EASEMENTS:

6. **Previous comment, not yet satisfied:** "The streetscape zone is measured from the back of curb of the street. The drawings do not show the (Miami) curbing, nor does it appear to show the streetscape zone properly. Please revise, as needed." **Reason:** It is not clear how this was addressed.

### STREET DESIGN/CIRCULATION/PARKING/ACCESS/CONSTRUCTION (§14-7):

7. **Previous comment, not yet satisfied:** "Provide an ITE traffic statement (latest edition) on the construction drawings, including am/pm peak hour and total trips. Ref. LDC §14-3-31(C)(2)(b)" **Reason:** It is not clear how this was addressed.
- 8.

### TRAFFIC SIGNAGE/PAVEMENT MARKINGS:

9. **Previous comment, not yet satisfied:** "Please provide a signage and striping plan. Ref. LDC §14-7-23(G), §14-3-42(H)(2), 14-3-32(A)(1). There should be a stop bar and stop sign at the driveway exit. Don't forget to add details on the plans." **Reason:** It is not clear how this was addressed.

### UTILITIES:

10. **Previous comment, not yet satisfied:** "Please verify there are no new utility connections to this site." **Reason:** It is not clear how this was addressed.

### GARBAGE STORAGE/COLLECTION/DISPOSAL:

11. **Previous comment, not yet satisfied:** "Please provide information on the trash enclosure screening type and height on the construction plans. Ref. LDC §14-3-31(C)(2)(r)" **Reason:** The screening information could not be located on the plans. Please add, as needed.
12. **Previous comment, not yet satisfied:** "Please add a note near the trash enclosure details indicating, 'Construction



of enclosure to be done prior to final acceptance of this project." **Reason:** It is not clear how this was addressed.

#### **STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):**

13. **Previous comment, not yet satisfied:** "The Impervious/Pervious Area table provided on Sheet A-2 indicates a total impervious surface coverage of 51% for this project. If the proposed storm water pond is only designed for this impervious coverage, as opposed to the maximum allowed by zoning, please indicate this in the table. Also, check the maximum impervious area allowed by zoning and adjust, as needed." **Reason:** It is not clear how this was addressed.
14. **Previous comment, not yet satisfied:** "Please indicate vertical datum used on all elevation sensitive sheets." **Reason:** It is not clear how this was addressed.
15. **Previous comment, not yet satisfied:** "Please provide cross-sections along each property line to show how this development will tie into the existing grades. Please clearly indicate slope to/from adjacent properties. Where drainage may become trapped between properties, please provide positive drainage toward the street or other public drainage system." **Reason:** It is not clear how this was addressed.
16. **New comment, based on revisions:** Section L-L still does not appear to be an accurate representation of the cross-section shown (i.e. elevation 67.79' is not at a single point; the pond bottom is flat). Please revise.
17. **Previous comment, not yet satisfied:** "Please revise pond cross-sections on the construction drawings to add:
  - a) Pond bottom elevation
  - b) SHWT elevation
  - c) 10yr/24hr, 10yr/72, 100yr/72hr design storm peak stage elevation information (table preferred)"**Reason:** Items b) and c) still appear to be missing from the pond cross-section detail.

#### **DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):**

18. **New comment, based on revisions:** The drainage report provided does not appear to be digitally certified. Please provide this for review and approval.
- a) **New comment, based on revisions:** The Geotech report does not appear to be digitally certified. Please provide this for review and approval.
19. **Previous comment, not yet satisfied:** "Please provide justification for the 50% reduction in water quality treatment volume." **Reason:** It is not clear how this has been addressed.

#### **STORMWATER ENGINEERING CONSULTANT COMMENTS (Randy Gonzalez, [randy.gonzalez@kimley-horn.com](mailto:randy.gonzalez@kimley-horn.com)):**

20. Repeat Comment: Detail 3/A-3 does not provide sufficient information to demonstrate positive discharge from the paver system to the swale. Applicant to provide a grading plan with proposed elevations for the site.
  - a) The spot elevations shown on drainage plan are existing elevations.
  - b) Tie-in elevation at Mabbette St is not shown.
21. Geotech report was provided within the comment response letter. Applicant to provide a separate signed/sealed geotech report document.
22. Drainage report was provided within the comment response letter and was not digitally signed and sealed. Applicant to provide a separate drainage report document that is certified by the EOR.
23. Per the geotechnical engineering report, the GWT for Boring 1 is 7.5 FT below existing grade. The existing grade in this area +/-70.10 FT. Applicant to review the provided ESHW and verify that it is correct.
24. The pre-development basin map does not appear to be consistent with the topographic map. It appears a portion of the site drains to the north where the pre-development basin map shows everything flowing to the south.
25. Applicant to provide the following exhibits as part of the drainage report:
  - a) Soils Map
  - b) QUAD Map
  - c) FEMA FIRM Map
  - d) Aerial Map
  - e) Location Map
26. Per SS 14-10-3(B)(2), The City Engineer will need to provide required freeboard for this site, below is the provided for each storm event.
  - a) 10YR 24HR: 0.56 FT
  - b) 10YR 72HR: 0.05 FT
  - c) 100YR 72HR: -1.05 FT (spills over)
27. Minimum pavement/road elevation to be above the 10YR 24HR stage. Applicant to provide pavement/road elevations on plan.
28. Lake Toho is an impaired water body, therefore an additional ½-inch of dry pre-treatment is required for commercial and industrial projects – applicant to revise and provide.
29. Applicant to provide a pre-development and post-development summary within the report narrative summarizing pre/post discharge.
30. Applicant to revise post-development basin map to include the GW1 Node.
31. The stormwater calculations on the post-development basin map do not match the Table 2 of the Dry Retention Water Quality Calculations. Please review and revise.



32. Layer thickness for PERC-1 does not match up with the proposed bottom of pond and the GWT elevation. Applicant to revise.
33. SWALE-1 is discharging in all storm events. Revise to meet pre/post Q requirements.
34. Applicant to provide the ½ Required TV elevation.

#### ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):

##### SITE SPECIFIC:

- Comments based on documents uploaded on 6/5/2023 and 6/14/2023.
- Per Engineer of Record: No new construction within the right-of-way is proposed.
- 6-inch concrete curbing or wheel stops to be provided between landscaping and pavement areas, as shown on Sheet A-2.
- There shall be no new vertical construction between 30-inches and 8 feet, within 10 feet of the intersection of the driveway and right-of-way line (Sight Visibility Triangles, per LDC §14-7-2(B) and §14-2, Figure 2-10).
- ADA access aisles shall be level with surface slopes not exceeding 1:48 (2.08%) in all directions and ADA parking space slopes shall not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
  - Comment responses to these comments
  - \* Boundary and topo survey
  - \* Revised construction drawings
  - \* Revised landscaping plans
  - \* Revised drainage calculations
  - \* Geotechnical report

\* Digitally certified

##### GENERAL:

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to view comments or upload any revisions to plans or supporting documentation.
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  - Avoid generalized responses; include document and sheet/page number references.
  - Avoid changing detail/viewpoint locations and drawing scales, if possible.
  - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
  - Check drawing scales and north arrow directions before submittal.
  - Be sure to capture all changes from the previous version of the plans/details with revision clouds and notes in the title block; avoid clouding large areas of the plans.
  - Make sure all lettering and numbering on the plans are legible. Raster images should be clear and concise.
  - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
- Please have ready a SWPPP, dewatering plan (as needed), NPDES NOI application, and MOT plans for the pre-construction meeting with the City.
- Any changes to a previously reviewed set of plans shall be clearly indicated, through comment responses and/or other written communication. Revision triangles, clouds, and notation are recommended to be shown for the latest changes.
- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: [engineering@kissimmee.gov](mailto:engineering@kissimmee.gov)
- South Florida Water Management District (SFWMD) 10/2 Self-Certification: A general permit can be granted for the construction, alteration, and maintenance of a stormwater management system serving a total project area of up to 10 acres and meeting the criteria below. An electronic self-certification is required by Florida Statute 403.814(12) and can be done here: <https://www.fldepportal.com/DepPortal/go/apply-build>
  - The total project area involves less than 10 acres and less than 2 acres of impervious surface;
  - Activities will not impact wetlands or other surface waters;
  - Activities are not conducted in, on, or over wetlands or other surface waters;
  - Drainage facilities will not include pipes having diameters greater than 24 inches, or the hydraulic equivalent, and will not use pumps in any manner;
  - The project is not part of a larger common plan, development, or sale; and



- The project does not:
  - Cause adverse water quantity or flooding impacts to receiving water and adjacent lands;
  - Cause adverse impacts to existing surface water storage and conveyance capabilities;
  - Cause a violation of state water quality standards; or
  - Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to s. 373.042 or a work of the district established pursuant to s. 373.086.
- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
  - 61G15: Board of Professional Engineers, Chapter 23: Seals, Rules 23.004- 23.005
  - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
  - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
  - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
  - If self-certifying (not using a third-party certification authority), please submit a signature document/report in accordance with FAC. This document shall list the SHA-1 authentication code for each file.
- If you have any questions regarding these comments/conditions, please use the contact information provided above.



###



DEVELOPMENT PROJECT COMMENT FORM



THE FOLLOWING SHALL BE USED AS AN ADDENDUM TO ANY PLAN, FILE, OR OTHER DOCUMENT REVIEWED IN ENERGOV & BLUEBEAM

DATE: 10/13/2023

PROJECT: 721 Mabbette Street

CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055

REVIEW NUMBER: 5

Review Status:  
REVISE & RESUBMIT

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - [ryan.kilman@kissimmee.gov](mailto:ryan.kilman@kissimmee.gov)

**GENERAL INFORMATION:**

1. **New comment, based on revisions:** The graphic and noted scale of 1:100 on the drawings is incorrect. Please revise.
2. **New comment, based on revisions:** Sheet C-5 references two different scales (one architectural, one engineering). Sheet C-6 is missing a graphic scale. Civil site development plans should use engineering scale, but architectural scale could be used as long as it is accurate and is accompanied by the correct graphic scale.
3. **New comment, based on revisions:** Please have Mr. Carlos Moreno call me directly to discuss drawing scale and digital certification of drawings/supporting documentation prior to resubmittal. The drawings, drainage calculations, and geotech report are missing SHA-1 digest information.

**PUBLIC SIDEWALKS/BIKEWAYS/PEDESTRIAN PATHS:**

4. **New comment, based on revisions:** Please note: Only cast-in-place truncated domes are permitted within the public right-of-way (no mats). Please revise, as needed.

**STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):**

5. **New comment, based on revisions:** The Impervious/Pervious Area table provided on Sheet C-4 indicates a new total impervious surface ratio (ISR) of 48.81% for this project. Please verify the proposed pond only accommodates this coverage. Also, check the T4-O zoning impervious maximum and adjust the % as needed (currently shown as 60%).
6. **New comment, based on revisions:** Please provide a minimum 6-inches of freeboard between the 10yr/72hr peak stage and the top of pond bank. Also, please demonstrate the pavement elevations are above the 10yr/24hr peak stage.

**DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):**

7. **New comment, based on revisions:** The drainage report provided does not appear to be digitally certified. Please provide this for review and approval. Alternatively, provide a signature document in accordance with Florida Administrative Code (see General Advisory comments below).
8. **New comment, based on revisions:** The Geotech report does not appear to be digitally certified. Please provide this for review and approval. Alternatively, provide a signature document in accordance with Florida Administrative Code (see General Advisory comments below).

**STORMWATER ENGINEERING CONSULTANT COMMENTS (Brian Ashby, [brian.ashby@kimley-horn.com](mailto:brian.ashby@kimley-horn.com)):**

1. Repeat Comment: Detail 3/A-3 does not provide sufficient information to demonstrate positive discharge from the paver system to the swale. Applicant to provide a grading plan with proposed elevations for the site.
  - a) The spot elevations shown on drainage plan are existing elevations.
  - b) Tie-in elevation at Mabbette St is not shown.
2. Repeat Comment: Minimum pavement/road elevation to be above the 10YR 24HR stage. Applicant to provide pavement/road elevations on plan.
  - a) 10YR 24HR Stage = 69.23
  - b) Applicant to provide proposed pavement elevations to ensure requirement is met.
3. Repeat Comment: Per SS 14-10-3(B)(2), sites less than two acres require that the City Engineer will need to provide required freeboard for this site. Below is the provided freeboard for each storm event.
  - a) 10YR 24HR: 0.56 FT



- b) 10YR 72HR: 0.05 FT
- c) 100YR 72HR: -1.05 FT (spills over)
- 4. Repeat Comment: Applicant to provide the following exhibits as part of the drainage report:
  - a) Soils Map
  - b) QUAD Map
  - c) FEMA FIRM Map
  - d) Aerial Map
  - e) Location Map
- 5. Repeat Comment: Lake Toho is an impaired water body, therefore an additional ½-inch of dry pre-treatment is required for commercial and industrial projects – applicant to revise and provide.
- 6. Applicant to provide pre-development and post-development basin maps.
- 7. Please provide an explanation and supporting documentation of how the tailwater at Pre-development Node: "INLET-1" were established.
  - a) Show this inlet within the "Existing Site Plan" with structure information.
- 8. Page 19 of the drainage report shows POST-1 Basin Area = 0.20 AC. Page 20 of the drainage report shows POST-1 Basin Area = 0.23 AC. Revise tables and provide consistency.
- 9. Provide Curve Number and water quality calculations for basin POST-2 that is shown discharging to "Inlet-1".
- 10. Provide a percolation ring exhibit as part of the drainage report.
- 11. Model the northern boundary condition within the ICPR to ensure flow is not being discharged offsite.

#### **ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):**

##### **SITE SPECIFIC:**

- Comments based on documents uploaded on 9/6/2023 and 9/7/2023.
- Per Engineer of Record: No new utility connections within the right-of-way is proposed.
- There shall be no new vertical construction between 30-inches and 8 feet, within 10 feet of the intersection of the driveway and right-of-way line (Sight Visibility Triangles, per LDC §14-7-2(B) and §14-2, Figure 2-10).
- ADA access aisles shall be level with surface slopes not exceeding 1:48 (2.08%) in all directions and ADA parking space slopes shall not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
  - Comment responses
  - \* Revised construction drawings
  - \* Revised landscaping plans
  - \* Revised drainage calculations
  - \* Geotechnical report

\* Digitally certified

##### **GENERAL:**

- Please login to the Citizen Self Service portal at <http://www.kissimmee.gov/energov> to view comments or upload any revisions to plans or supporting documentation.
- TIPS:
  - Avoid generalized responses; include document and sheet/page number references.
  - Avoid changing detail/viewpoint locations and drawing scales, if possible.
  - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
  - Check drawing scales and north arrow directions before submittal.
  - Be sure to capture all changes from the previous version of the plans/details with revision clouds and notes in the title block; avoid clouding large areas of the plans.
  - Make sure all lettering and numbering on the plans are legible. Raster images should be clear and concise.
  - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
- Please have ready a SWPPP, dewatering plan (as needed), NPDES NOI application, and MOT plans for the pre-construction meeting with the City.
- Any changes to a previously reviewed set of plans shall be clearly indicated, through comment responses and/or other written communication. Revision triangles, clouds, and notation are recommended to be shown for the latest changes.
- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.



- When conflicts arise between the plans and the Kissimmee Land Development Code or Public Works and Engineering Construction Standards and Specifications, the City's standards and specifications shall prevail. Any discrepancies should be promptly reported to the City for review and resolution.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: [engineering@kissimmee.gov](mailto:engineering@kissimmee.gov)
- South Florida Water Management District (SFWMD) 10/2 Self-Certification: A general permit can be granted for the construction, alteration, and maintenance of a storm water management system serving a total project area of up to 10 acres and meeting certain criteria. An electronic self-certification is required by Florida Statute 403.814(12) and can be done here: <https://www.fldepportal.com/DepPortal/go/apply-build>
- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
  - 61G15: Board of Professional Engineers, Chapter 23: Seals, Rules 23.004- 23.005
  - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
  - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
  - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
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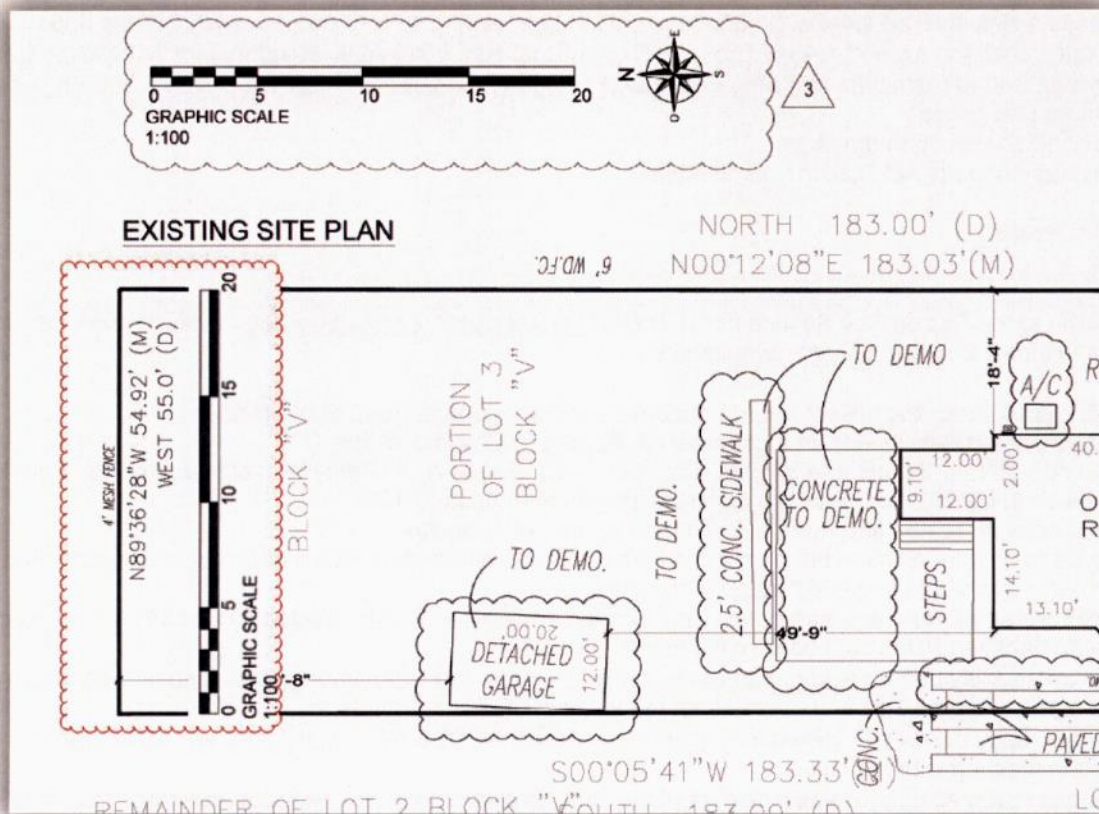


CITY OF  
**KISSIMMEE**  
1883

REVIEW DUE DATE: 12/21/2023  
PROJECT: 721 Mabbette Street  
CONSTRUCTION PLAN (DRC) NUMBER: DRC-21-00055  
REVIEW NUMBER: 6

**ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - [ryan.kilman@kissimmee.gov](mailto:ryan.kilman@kissimmee.gov)**

1. **Previous comment, not yet satisfied:** "The graphic and noted scale of 1:100 on the drawings is incorrect. Please revise." **Reason:** As discussed with Mr. Juan Vasquez on 10/26/2023, any plan view sheet needs an accurate scale with graphic. If you take the graphic scale and lay it down next to a dimensioned line, the two distances should agree. As illustrated below (from Sheet C-3), if you lay the graphic scale across the rear property line, the scale indicates a total width of 20 feet. However, the distance on the scale should actually measure about 55 feet. The plan view on Sheet C-3 currently has an actual scale of about 1 in = 8 feet, but 1:8 is not a standard engineering scale. However, the scale 1 in = 10 feet (1:10) is, so if you adjust the drawing so the rear property line actually measures about 5.5 inches when the drawing is printed out at full (1:1) scale and then replace the graphic scale with a 1:10 graphic scale, then everything should match and the scale should be correct. If it would be easier to use architectural scale instead, then that would be acceptable, as previously offered. An accurate scale is necessary for plan approval. Please email me a copy of the revised plan to check, before resubmitting to the City.





2. **New comment, based on revisions:** The ITE traffic statement that was on Sheet C2 has been deleted. Please add this information back to the plans.
3. **Please call or email me to arrange a meeting with Juan Vasquez, Fernando Homs, Carlos Morena, and Randy Gonzalez to go over these comments, prior to resubmittal.**

#### **STORMWATER MANAGEMENT/GRADING (§14-10-3, §14-5-12):**

4. **Previous comment, not yet satisfied:** "Please provide a minimum 6-inches of freeboard between the 10yr/72hr peak stage and the top of pond bank." **Reason:** The peak elevation for the 10yr/72hr storm is shown as 69.44 feet. The top of pond is 69.79 feet. The required pond top of bank elevation is 69.94 feet, in order to provide the minimum 6-inches of freeboard. Please revise, as needed.

#### **DRAINAGE CALCULATIONS/SUPPORTING DOCUMENTATION (§14-10-3, §14-5-12):**

5. **New comment, based on revisions:** The pavement drainage patterns have changed with this revision. The front half of the driveway no longer appears to be treated by the storm water pond. How do you propose to correct this?

#### **STORMWATER ENGINEERING CONSULTANT COMMENTS (Randy Gonzalez, [randy.gonzalez@kimley-horn.com](mailto:randy.gonzalez@kimley-horn.com)):**

1. The plan view scale and graphic scale are inconsistent on plansheet C-5. Applicant to revise.
2. The provided "Dry Retention Water Quality Calculations" shows a basin area of 0.23 AC going to Swale 1 (pdf page 28 of 62). However, the provided basin map and basin summary tables for Basin 1 and 2 indicate otherwise. Applicant to revise.
3. Applicant to revise the percolation ring exhibit to show the proposed site, boundary, and surrounding areas.
4. The Geotech report mentions a B-2 but it is not depicted on the Test Plan Location exhibit. Geotech engineer to revise report. If B-2 is within the pond limits, then the perc rates should be the average of the two boring locations.
5. Please note that new comments may be issued in following reviews due to the request of additional information.

#### **ADVISORY COMMENTS/CONDITIONS OF APPROVAL (No Responses Necessary):**

##### **SITE SPECIFIC:**

- Comments based on documents uploaded on 11/9/2023.
- Per Engineer of Record: No new utility connections within the right-of-way is proposed.
- There shall be no new vertical construction between 30-inches and 8 feet, within 10 feet of the intersection of the driveway and right-of-way line (Sight Visibility Triangles, per LDC §14-7-2(B) and §14-2, Figure 2-10).
- ADA access aisles shall be level with surface slopes not exceeding 1:48 (2.08%) in all directions and ADA parking space slopes shall not exceed 1:48 (2.08%) in all directions. Ref. 2010 ADA Standards for Accessible Design.
- Please revise and resubmit the following documents with the next submittal for Public Works and Engineering review:
  - Comment responses
  - \* Revised construction drawings
  - \* Revised drainage calculations, as needed

\* Digitally Certified

##### **GENERAL:**

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- **TIPS:**
  - Avoid generalized responses; include document and sheet/page number references.
  - Avoid changing detail/viewpoint locations and drawing scales, if possible.
  - Avoid non-standard fonts and heights. Common fonts include Arial, Tahoma, Technic, Roman, Simplex. Lettering should be in UPPER CASE with a minimum height of 1/8-inch (0.125).
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  - Provide flattened PDFs with searchable text (OCR).
- It is the responsibility of the design engineer to verify and show the location of any existing utilities and encumbrances on the construction drawings that might affect the location of improvements.
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- Additional comments may be forthcoming as a result of revisions to the plans and/or drainage calculations or with submittal of supporting documentation.
- When conflicts arise between the plans and the Kissimmee Land Development Code or Public Works and Engineering Construction Standards and Specifications, the City's standards and specifications shall prevail. Any discrepancies should be promptly reported to the City for review and resolution.
- Once construction of all required site improvements is complete, please email Public Works to arrange a location to submit digital copies all final closeout documents for review and approval. This will be required for recommendation of approval for any Certificate of Occupancy. Email: [engineering@kissimmee.gov](mailto:engineering@kissimmee.gov)
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- All final plans and supporting documentation shall be digitally certified, in accordance with Florida Administrative Code (FAC):
  - 61G15: Board of Professional Engineers, Chapter 23: Seals, Rules 23.004- 23.005
  - 61G1: Board of Architecture and Interior Design, Chapter 16: Seals and Plans 16.005
  - 61G10: Board of Landscape Architecture, Chapter 11: Licensure, Rule 11.011
  - 5J-17: Board of Professional Surveyors and Mappers, Rule 5J-17.062
  - If self-certifying (not using a third-party certification authority), please submit a signature document/report in accordance with FAC. This document shall list the SHA-1 authentication code for each file.
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###



## **ITEM 7.B**

### **Debris Removal contract extension**

#### **Request**

Approval to extend the Disaster Response Services Contract for Debris Removal with Crowder Gulf (Contract# 20230037) and Southern Disaster Recovery (Contract# 20230042).

#### **Explanation**

On 3/17/2020, the City Commission approved the selection of Crowder Gulf and Southern Disaster Recovery for the Disaster Response Services Contract for Debris Removal. The original contract was approved as a one-year contract with the option of four one-year extensions. This will be the fourth and final extension of this contract, which will extend the expiration date until 3/23/2025. Under this contract, Crowder Gulf is the City's primary contractor and Southern Disaster Recovery is the secondary contractor.

#### **Recommendation**

Approval to extend the Disaster Response Service Contract for Debris Removal with Crowder Gulf and Southern Disaster Recovery for one-year with a new expiration date of 3/23/2025.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Public Works & Engineering

Presenter:

#### **Attachment(s):**

1. (S) CrowderGulf Contract Renewal
2. (S) Southern Disaster Contract Renewal
3. CrowderGulf Disaster Debris Removal Contract 03.23.2020
4. Southern Disaster Debris Removal Contract 03.23.2020

## Contract Extension Agreement

This **Extension Agreement**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **City of Kissimmee**, A Florida municipal corporation hereinafter termed the "Owner", and **Crowder Gulf**, hereinafter termed the "Contractor".

### WITNESSETH

**WHEREAS**, the parties entered into a certain Contract Agreement for Disaster debris Removal Services on the 23 day of March, 2020.

**WHEREAS**, the parties agree to extend the term of the Contract Agreement in accordance with the terms of the Contract Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties herby agree as follows:

1. The parties agree to extend the term of the Contract Agreement for a period of 1 year (s), which shall be from the extension effective date to March 23<sup>rd</sup>, 2025.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

CITY OF KISSIMMEE, FLORIDA

CROWDER GULF

BY: \_\_\_\_\_

BY: Ashley Ramsay Nails

TITLE: \_\_\_\_\_

TITLE: President

DATE: \_\_\_\_\_

DATE: 03/08/24



## Contract Extension Agreement

This **Extension Agreement**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **City of Kissimmee**, A Florida municipal corporation hereinafter termed the "Owner", and **Southern Disaster Recovery** hereinafter termed the "Contractor".

### WITNESSETH

**WHEREAS**, the parties entered into a certain Contract Agreement for Disaster debris Removal Services on the 23 day of March 2020.

**WHEREAS**, the parties agree to extend the term of the Contract Agreement in accordance with the terms of the Contract Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to extend the term of the Contract Agreement for a period of 1 year (s), which shall be from the extension effective date to March 23<sup>rd</sup>, 2025.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

CITY OF KISSIMMEE, FLORIDA

SOUTHERN DISASTER RECOVERY

BY: \_\_\_\_\_

BY: MM.C

TITLE: \_\_\_\_\_

TITLE: CEO

DATE: \_\_\_\_\_

DATE: 01/03/2024

**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and CROWDERGULF**

**THIS AGREEMENT** is made and entered this 23rd day of March, 2020 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and **CrowderGulf**, whose address is 5435 Business Parkway, Theodore, AL 36582 hereinafter referred to as ("CONTRACTOR"), and each represents as follows

**WHEREAS**, CITY is in need of Emergency Response and Recovery Services in the form of Disaster Debris Monitoring, including but not limited to large scale disaster debris removal, separation, staging, disposal, demolition, and construction debris removal, tree-trimming, and stump grinding and removal, and other emergency clean-up services following a disaster event, as more particularly described herein in the Scope of Services, and hereinafter collectively referred to as "Services"; and

**WHEREAS**, CITY advertised RFP 2020-002 Titled "Emergency Response and Recovery" based on the competitive selection process, consistent with the City's procurement policies the CITY determined that CrowderGulf was qualified to provide the services and awarded the contract to CrowderGulf consistent with the terms, conditions and requirements of the RFP, and

**WHEREAS**, based on the competitive selection process the CITY has determined that CONTRACTOR, is qualified to provide the services and desires to award the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFQ, and

**WHEREAS**, the Contractor agrees to provide the services as further enumerated herein.

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement
2. **TERM.** This Agreement shall be effective for a term of one-year from the date of execution of the agreement, with the option of four consecutive one-year renewals
3. **SCOPE OF SERVICES** CONTRACTOR shall provide emergency response and recovery services ("Work") as defined by the Request for Proposal, and any addenda thereto, attached hereto as Exhibit "A" and incorporated by reference and made a binding part hereof. Following a declared emergency, the Contractor shall perform the Work in accordance Contractor's Proposal for the City, and the Price Proposal attached as Exhibit



“B” and incorporated herein. The work shall commence upon receipt of a Work / Release Order issued by the City. Each Work Order shall describe the work required and will state the dates of performance of services, and payment shall be made in accordance with the price schedule included in the Price Proposal.

CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and any addenda thereto. CONTRACTOR's services are further enumerated and described in Attachment "A."

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

4. **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that.

- a. CONTRACTOR has the experience and skill to perform the services required by this Agreement.
- b. CONTRACTOR will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of services who, in CITY's sole discretion, is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement without hesitation or challenges to CITY.
- c. CONTRACTOR will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees. CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.
- d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY.
- e. CONTRACTOR is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

- f. *Debarment and Suspension.* Contractor has not been suspended or debarred and can be awarded a contract funding with Federal Assistance. The contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- g. *Clean Air Act and Federal Water Pollution Control Act.* Contractor agrees to 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) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- h. *Work Hours and Safety Standards Act.* Contractor shall comply with the provisions of 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires Contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, and that any hours worked in excess of forty hours in a workweek be compensated at a rate of not less than one and one-half times the basic rate of pay.
- i. *Energy Policy and Conservation Act.* Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U.S.C. 6201).
- j. *Byrd Anti-Lobbying Amendment.* Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who



in turn will forward the certification(s) to the awarding agency

- k *Solid Waste Disposal Act* Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act. Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1) competitively within a timeframe of the contract schedule, 2) meeting contract performance requirements, or 3) at a reasonable price.

5 **INDEPENDENT CONTRACTOR.** The parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of the CITY.

6 **PAYMENT.** Invoices shall provide details of all project expenses authorized by the Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice.

7 **INSURANCE REQUIREMENTS.**

- a **Proof of Insurance.** CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required under this Agreement. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance showing that CITY has been listed as an Additional Insured shall accompany the Certificate of Insurance. Said Certificate of Insurance shall also provide that any company issuing an insurance policy for the Work shall provide not less than thirty (30) days advance written notice to the City prior to cancellation, termination, or material change of any policy of insurance. In the event of non-payment of premium not less than (10) days advance notice in writing shall be required. Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.
- b **Waiver of Subrogation.** The Contractor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its

officers, elected officials, agents and employees and against other Contractors and Subcontractors

- c. Commercial General Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list CITY as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A M Best's rating of A- or higher. Other specific policy endorsements may be required depending on the type and scope of work to be performed.
- d. Business Automobile Liability CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000 each accident for owned, non-owned and hired automobiles.
- e. Workers Compensation & Employer's Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Florida Worker Compensation Insurance at statutory limits and Employer's Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit.
- f. All coverage for CONTRACTOR's subcontractors shall be subject to all the requirements stated herein. CONTRACTOR and subcontractors shall bear all costs and expenses associated with acquisition and maintenance of all policies required herein.

## 9. TERMINATION

- a. CITY may terminate this Agreement, or any Work Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- b. CITY may terminate this Agreement upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.
- c. Notwithstanding the foregoing, CITY may immediately terminate this Agreement,



without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage.

- d Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
  - e Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.
  - f Upon receipt of such notice of termination, CONTRACTOR shall: (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to performance of this Agreement
  - g There shall be no termination charges for services not yet provided CITY will be responsible for payment of authorized services already provided by CONTRACTOR but not yet invoiced, provided such services have been approved by the CITY. Upon payment of CONTRACTOR's claims, CITY shall be entitled to all work and materials paid for
  - h. Before assuming any payment obligation under this section, CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice.
  - i There shall be no charges for termination of orders for services. Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could have reasonably avoided.
10. **FORCE MAJEURE** Neither party shall be responsible for its failure to perform due to

causes beyond its reasonable control, such as acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), theft, war, riot, embargoes, military or usurped power or confiscation, terrorist activities, or an event for which a declaration of emergency is issued by legally empowered local, state, or federal governing authorities

11. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against the CITY, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of CONTRACTOR agents, employees, sub-Contractors, or other persons, for which injury or damaged results from any act, neglect, occurrence, or condition in or about any CITY properties whether such damage is caused by the CITY or any other person. Nothing in the agreement shall be construed as a waiver of the CITY's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes.

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demands, liabilities, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees) of every kind and nature, for the enforcement, defense, or appeals thereof arise from CONTRACTOR's performance of the Agreement or any breach or default thereof by CONTRACTOR

12. **NON-DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national original, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement

13. **NONASSIGNMENT; SUBCONTRACTOR.** CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY. CITY may cancel this Agreement for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by the parties. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor to CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, subcontractor shall abide by all the terms and conditions contained in this Agreement. Any changes in previously approved subcontractors shall require prior written approval by CITY,

14. **PUBLIC RECORDS LAW** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes,

to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.**

- a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Contractor shall 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 records to the City.
- c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.
- f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119.10.



- g. Any and all-time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- h. CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- i. The CONTRACTOR shall maintain and allow access to the records for a period of five (5) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement.
15. **APPLICABLE LAWS** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.
16. **JURY TRIAL WAIVER; VENUE; WAIVER OF ATTORNEY FEES** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
17. **WAIVER**. No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or of future rights to enforce compliance.
18. **NOTICES**. All notices and demands shall be sent U.S. Certified Mail, return receipt to:

**As to CONTRACTOR:**

CrowderGulf  
5435 Business Parkway  
Theodore, Al. 36582

**As to CITY:**

City of Kissimmee  
City Attorney's Office  
101 Church St , 5th Floor  
Kissimmee, FL 34741

19. **ENTIRETY OF AGREEMENT**. This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties. Any prior understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein.

20. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party
21. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement
22. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it
23. **ATTACHMENTS.** The Attachments listed hereto are incorporated by reference and will be binding on the parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control.

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR

By. Ashley Ramsay-Naile  
Ashley Ramsay-Naile  
Title. Sr. Vice President/COO  
Date 03/10/20

STATE OF ~~FLORIDA~~ Alabama  
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of MARCH, 2020, by means of ☐ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification

Notary Seal

KERRIE A. NOLL  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
September 14, 2022

Notary Kerrie A. Noll  
Print Name Kerrie A. Noll  
My Commission Expires 09-14-2022

CITY OF KISSIMMEE

By Jose Alvarez  
Jose Alvarez, Mayor-Commissioner  
Date March 23, 2020

ATTEST:

Linda Hansell  
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez de Fuentes  
City Attorney



**ATTACHMENT "A"**  
**SCOPE OF SERVICES- RFP 2020-002**

**A. GENERAL SCOPE**

The Contractor shall provide all expertise, personnel tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm generated debris. The term "eligible", as used herein, means qualifying for emergency funding under the standards promulgated by the FEMA. The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste material.

Contracted services will be limited to the clearing of roadways and access routes, debris removal and demolition of structures when determined as necessary to:

- a. Eliminate immediate threats to life, public health, and safety,
- b. Eliminate immediate threats of significant damage to improved public or private property; and
- c. Ensure the economic recovery of the affected community for the benefit of the community at large

These contracted services shall provide for the cost effective and efficient removal of lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Contract services will only be performed when requested and as designated by the City, by approved work authorization issued by the City. The contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City.

The City, at its sole discretion, reserves the right to assign work to various contractors. The City also reserves the right to approve all subcontractors hired by the contractor and/or, upon request, require the contractor to dismiss a subcontractor.

**1. Emergency Push/Road Clearance.**

The contractor shall accomplish the cutting, tossing and/or pushing of debris, leaning trees and removal of hanging limbs or hangers (hangers are defined as any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or greater at the point of break, creating an immediate threat to a public use area or Right-of-Way). Any limb(s) that are hanging over City transportation routes and City Right-Of-Way (ROW) and could be considered a hanger as defined above should be removed by this contractor as directed by the City. The initial emergency push will be completed within a maximum

of seventy (70) hours as mandated by FEMA. Upon completion of the first 70 hours, the reimbursement method changes to unit cost. Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event "Notice to Proceed"

2. Debris Removal from Public Right-of-Way (ROW)

As directed by the City, the Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal requirements applicable to the disaster event. The contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris

3 Debris Clearance/Removal from Public Property

As directed by the City, the contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

4 Demolition of Structures and Construction Debris Removal

As directed by the City, the contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. The contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities

5. Private Property Waivers

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with federal requirements applicable to the disaster event

6. Debris Separation/Reduction and Temporary Debris Management Site (TDMS)  
Management

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the contractor only with prior approval of the City. Actions by the contractor will include, but are not limited to the following.

- a. Ensure that only debris authorized by the City's Public Works Director or his/her designated representative will be allowed into the TDMS sites,
- b. Provide the City with a video record of the pre and post use site conditions;
- c. Prepare a plan of proposed site layout and review with the City prior to its implementation;
- d. Prepare a plan for site security and traffic control for both on the site and adjacent roadways for review and approval by the City prior to its implementation;
- e. Provide adequate fire prevention/fighting equipment, including water truck and hoses, on-site throughout the operational period of the TDMS;
- f. Build and/or maintain roads as necessary for TDMS operation;
- g. Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors; Towers will be positioned at any entrance and any exit of the TDMS;
- h. Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms,
- i. Confine hours of operation of the TDMS to those determined by the City;
- j. Stage and process all debris in accordance with instructions from the City,
- k. Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction;
- l. Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste,
- m. Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS,
- n. Provide the City with proper and acceptable documentation (including destination, tickets, volume and/or weight) for final disposal of debris accepted at the TDMS;
- o. Upon the closure of the TDMS, restore the site to its Pre-use condition, meeting all regulatory requirements for the site closure, Survey the site to verify that it has been restored to pre-use elevation and condition, and
- p. As directed by the City, sod, hydro-seed or sprig the property once all other site



closure issues have been addressed.

7. Designation and Management of Staging Areas

Contractor shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

8. Management of Tree Debris

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the contractor. The contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

9. Disaster Recovery Technical Assistance

The contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program (State of Florida plus FEMA), planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

B STANDARDS OF PERFORMANCE

1. Contractor Representative and General Operations Plan

The contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement. The City will approve the General Operations Plan prior to its implementation with the City. The contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's

General Operations Plan. **The City may require a reasonable limit on the period of performance for the work to be done.**

2. Mobilization

Equipment for the emergency push shall be staged no more than a six (6) hour drive from the City of Kissimmee. When a notice to proceed in advance of an event has been received by the contractor, he/she will make all necessary arrangements to mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours and one hundred percent (100%) of the required resources with ninety-six (96) hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the City.

3. Sub-Contracting

Contractor shall not assign, transfer, or sub-contract this contract, either in whole or in part, without prior written approval of the City of Kissimmee.

Contractor shall be responsible for ensuring that any and all subcontractors adhere to the City's Insurance requirements and furnish the required Insurance Certificates prior to commencement of any work on City property.

The subcontractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The subcontractor shall employ sound practices and standard methods in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.

The subcontractor shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The subcontractor is also reminded that he must fully adhere to the Federal Occupation Safety and Health Act. (OSHA). Contractor shall submit a detailed description to the City of work performed by an approved subcontractor.

Contractor shall submit proof of payment to the City of all work performed by an approved subcontractor.

4. Self-Sufficiency of Contractor and Subcontractors

The contractor shall ensure that its workforce, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community.

12. Damages by Contractor

The contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later request as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. The contractor must report such damage to the Contract Administrator in writing within twenty-four (24) hours. Should any property be damaged due to the negligence on the part of the contractor, the City may either bill contractor for the damages, withhold funds due to the contractor, or the contractor may also repair all damage to the satisfaction of the City within thirty (30) days. The determination of whether the "negligence" has occurred shall be made by the City.

13. Contractor's Duty Regarding Other Contractor(s)

The contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

14. Contractor's Ownership of Debris

All debris, once collected by the contractor, shall become the property of the contractor or the City may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

15. Contractor's Disposal of Debris

Unless otherwise directed by the City, the contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TDMS and final disposal sites shall be determined by the City and utilized by the contractor. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the City. Upon request from the contractor, other sites may be utilized as directed and/or approved by the City.

**GENERAL TERMS AND CONDITIONS**

1. Multiple, Scheduled Passes

The contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The contractor will document the completion of all passes based on the direction from



the City and will provide this documentation to the City.

2. Clean As You Go Policy

The contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.

3. Operation of Equipment

The contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a Right Of Entry (ROE) Agreement has been obtained prior to property entry.

4. Security of Debris During Hauling

The contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with Florida Department of Transportation (FDOT) guidelines. As required, the contractor will survey the primary routes used by the contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5. Traffic Control

The contractor shall mitigate impact on local traffic conditions to the greatest extent possible. The contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the U.S. Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). The contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

6. M.O.T. Requirements

The successful bidder and all personnel performing maintenance of traffic (M.O.T.) activities shall possess valid and verifiable certificates of training per the most current State of Florida standards and regulations. These requirements include but are not limited to the definition of different types of training that may be offered, i.e., Maintenance of Traffic

Intermediate, Flagging Traffic, Placement of Work Zone Traffic Control Devices, etc. A copy of the certification document (s) must be submitted with their bid submittal

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as "Workers Ahead", cones, flagmen or other warning devices should be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Manual on Uniform Traffic Control Devices (MUTC) and Safe Practices. OSHA standards shall be utilized where applicable.

7. Work Days/Hours

Work Days and/or work hours shall be directed by the City following consultation and notification to the contractor. Working hours on holidays shall be at the discretion and approval by the City.

8. Hazardous and Industrial Wastes

Upon the pre-authorization of the City, the contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and federal requirements and will be approved by the City. In accord with this plan, the contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

9. Work Safety

The contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. The contractor shall ensure that its subcontracts contain an equivalent safety provision.

10. Inspection of Contractor Operations

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

11 Corrective Actions Required of Contractor

When instructed by the City's representative, the prime contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. The prime contractor will notify the City in writing with corrective actions within twenty-four hours of notification.

12. Ineligible Work

The contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or federal reimbursement.

a. Eligibility Inspections

The City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris.

b Eligibility Determinations

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

13 Other Agencies

The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this agreement.

REPORTS, CERTIFICATIONS AND DOCUMENTATION

1 Reports

The contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to



a. Daily Reports

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. The contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to *completely* describe the daily conduct of the contractor's operations within twenty-four (24) hours.

b. Weekly Summaries

A summary of all information contained in the daily reports as described above, within two (2) days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include: Collection Contractor, load ticket number, load date, load location, truck certification number, truck yardage, percent full, calculated yardage (or weight, if applicable), field monitor name/number, TDMS location, tower monitor/name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

c. Report Delivery

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the contractor.

d. Data Reconciliation

Reconciliation of data will be accomplished weekly between the contractor and the City's representative. All discrepancies will be resolved within five (5) days. If contractor does not comply, a one percent penalty will be applied to the un-reconciled amount.

e. Final Project Closeout

Upon final inspection and/or closeout of the project by the City, the contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not be limited to the total volume collected from roadways, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts hauled directly to final disposal site of the debris managed by the contractor, plus the total cost of the project invoiced to the City. The contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation

must be approved by the City.

2. Certifications

The contractor will adhere to the process for certification of personnel and vehicles established by the City's Public Works Debris Management and FEMA if not equal, to include the following.

a. Certification of Vehicles and Load Capacity

Contractor shall ensure that all equipment is certified in accordance with the most current City/County procedures. After the disaster, the City, or the designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the contractor.

All contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria, tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid drivers' licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two (2) placards, one (1) each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the City's Debris Management Plan. The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and subcontractor's records.

b. Certification of Personnel

The contractor will certify to the City that all contractor and subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all contractor and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Osceola County and/or the City.
- Senior supervisory personnel of the contractor and all subcontractors thereto will have received training in debris management, the operational concepts established by the City's Debris Management Plan, and the implementation of the National Incident Management System.
- Personnel assigned by the contractor as responsible for data management,

invoicing and other documentation duties will be trained in the Data Management concepts and approaches to be used by the City, in accord with provisions of the City's Debris Management Plan.

- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, state and federal statute and regulations
- Upon their deployment for field operations, all contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

3. Utilization of a Standardized "Load Ticket"

The contractor and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TDMS and/or final disposal location, as indicated. The "load ticket" utilized will be identical to and/or fully consistent with that defined in the City's Debris Management Plan and in Attachment B to this agreement.

4. Additional Supporting Documentation

The contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by the contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

5. Report Maintenance

Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and agreement correspondence for a period of not less than three (3) years.

DATA MANAGEMENT AND DOCUMENTATION. The Consultant shall ensure all necessary documentation is provided as follows:

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA Emergency Relief "ER" Program, the FEMA Public Assistance "PA" program or other applicable Federal state or local agencies
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.



- 3 Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project.
- 4 Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA-ER or FEMA PA, and/or other federal, state or local programs as outlined in accordance with the Debris Management Plan
- 5 Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street identifier, and/or other information as available and applicable.
- 6 Environmental authorizations and/or permits, as applicable.
- 7 Daily electronic spreadsheet summaries of cubic yards/tons collected by Federal program The daily summary shall be communicated to the Debris Manager or designee.
- 8 Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
9. Provide certified weight master is necessary.
- 10 Assist in creating field maps using Geographic Information Systems (GIS), as well as track and present contractor progress in GIS
11. Organize, maintain, and provide the City's electronic copies of documentation in a satisfactory manner All documentation and information related to the project shall be surrendered to the City upon completion of the project

Electronic Debris Monitoring *The Consultant may exercise the option to utilize electronic debris monitoring and if chosen the Consultant must comply with requirements set forth in the following sections.*

#### Equipment Requirements

1. Data Storage Media – Debris management data will be stored and transferred on encryption protected removable data storage media All data media will be provided by the Consultant. Data must include a unique user ID which identifies the user's role, limits the user's ability to collect or validate information, etc and employs an anti-tampering mechanism Consultant shall provide media to each person performing a debris mission role that results in data collection, i.e., drivers, ticket managers, etc
2. Handheld Units (HHU) – The Consultant will provide weather proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media HHU's shall have the capability to determine

locations by GPS and the capability to write GPS coordinates to the removable media. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a shift. The HHU's will perform two functions. (1) Recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity

- a) HHU's capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers
- b) HHU's capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation
- c) GPS – HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable

- 3 Durable Printer – The Consultant shall provide a durable printer to print load tickets at the request of the City. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor). The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.
- 4 Server(s) – The Consultant shall provide computer servers for the storage and maintenance of records. The data contained in the Consultant's database shall be placed on the Internet for controlled use, and be password protected by the Consultant. Upon completion of the work, the consultant shall surrender the records to the City who shall maintain the official database and records on its government furnished secure server. Access to the City server is limited to "Official Use Only". The City server is provided and maintained by the City.
- 5 Back-up equipment – In the event of equipment malfunction, loss or damage, the Consultant shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.

- 6 GIS – GIS Mapping shall be provided by the Consultant from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs.
- 7 Internet Accessible database – The Consultant will establish a web-based database which is updated daily if not real-time. The data shall be accessible, by permission only, to subcontractors, local and state officials and others on a “need to know” basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the City.

#### General Statement of Electronic Debris Monitoring System Parameters

1. The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper load tickets as well as truck certification information. The device must be capable of depicting images and other identifying data.
2. The system must have a database capable of storing all data collected in the field. The Consultant shall provide the City a copy of the database with a matching structure at the completion of the work unless otherwise specified.
3. The system must include the capability to share database records with contractors, sub-contractors, or designated Departments within the City, and others via the internet. Data contained in the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each contractor, sub-contractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission.
4. The Consultant uses the HHU to initiate the load data by entering debris type into the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location, address of pick-up if applicable, time, date, truck certification and driver information, and the ticket manager's unique ID code onto the removable media. Once the data is written on the media, the Ticket Manager will return the media to the driver. By this action, the Consultant verifies the debris meets FEMA and FHWA eligibility requirements.
5. HHUs are used at the debris verification area of disposal site(s) by tower manager. The vehicle driver presents the removable media, which was previously initiated by the field monitor, to the tower manager personnel located in the disposal site tower(s). The tower manager verifies the debris classification is appropriate (vegetative, C&D, missed, etc. and manually revises, if needed), verifies vehicle(s) and driver information is correct, estimates and enters the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the



smart card and add the information to the tower manager's HHU including the date, time debris arrives, site ID, GPS readings, load quantity and tower manager's unique ID Code

- 6 All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption protected removable media device. The debris load information will be uploaded to the system which includes the City's and Consultant databases. Once this information is recorded, the tower manager's HHU will clear the removable media's debris data for the driver to re-use.
7. The media will retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information within the tower manager's HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the City.

#### Functional Specifications and System Architecture

1. Ticket/Tower Managers – Personnel Registration, Administration and Management: The system shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:
  - a) A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data.
  - b) Electronic registration of ticket/tower monitor.
  - c) Link designated ticket/tower personnel roles to a specific mission.
  - d) The ability to edit ticket/tower personnel roles i.e., create, update and delete.
  - e) Store ticket/tower personnel contact information relative to the mission.
  - f) Track and Manage ticket/tower personnel role and status.
  - g) Assign and track equipment assigned to the user.
  - h) Reject invalid ticket/tower personnel credentials.
  - i) Reject invalid certification credentials.
2. Truck Certification: The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:

- a) A means of electronically registering authorized debris Consultant vehicles and equipment.
  - b) Link electronic registration to digital images/Identify mission and respective location.
  - c) Generate uniform measurements e g feet and inches.
  - d) Capture vehicle volume.
  - e) Utilize industry standard equations for all volume calculations.
  - f) Capture drivers and certification team member unique identification numbers.
  - g) A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data
  - h) Must depict image and other identifying data
  - i) Must contain counter area for total cubic yards hauled.
  - j) Must employ anti-tampering mechanism.
  - k) Capability to recertify vehicles.
  - l) Recertified vehicles must be recorded in an audit table
  - m) Certification data must be associated to authorized system user.
  - n) Reject media which are not associated with current event and applicant.
  - o) Capture vehicle audit records.
  - p) Create a printed certification record
  - q) Administrative reporting capabilities.
3. Debris Disposal Site Management: Completed Per-Unit point of origin transactions must be received at the approved disposal site Transactions are not considered complete until they are processed thru the receiving applications. At a minimum, the system must provide the capability to:
- a) Accept site configuration data at the beginning of each work day
  - b) Dynamically configure receiving application based on site configuration data.

- c) Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number
  - d) Accept loads where:
    - Mission and applicant are valid
    - Media authentication data is valid and unaltered
    - Media contains valid load data.
  - e) Designate debris type.
  - f) Record debris volume (based on unit of measure)
  - g) Receive volume or per unit loads
  - h) Identify original load data.
  - i) Identify duplicate load data.
  - j) Configure number of hard copies
  - k) Create load data record in internal storage.
  - l) Create backup copy of internal storage.
  - m) Prepare driver media for next load.
  - n) Increment driver smart card based on total CY counter value.
  - o) Continuously calculate and present real-time disposal site statistics
  - p) Re-print load ticket data.
  - q) Interface with durable outdoor printer.
  - r) Preserve in its original state, and then transmit daily transaction data.
  - s) Associate ticket/tower personnel credentials with each received load.
- 4 Field Administrative Functions. The system must have the capability to perform administrative duties in the field. Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/ tower personnel GPS audit logs. At a minimum, the system must provide the capability to:



- a) Change ticket/tower personnel identification badge roles and responsibilities
  - b) Review media total CY counter value
  - c) Audit vehicle certification data
  - d) Validate/Invalidate smart cards.
  - e) Reinitiate security sequence for ticket/tower personnel or media
  - f) In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the City's secure server.
5. Data Consolidation and Analysis/Reports Generation. Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data Analysis/Reports tools must provide the capability to
- a) Accept transactional data sets from multiple debris location systems.
  - b) Recognize multiple mission/applicant configurations
  - c) Grant access to authorized authenticated users or processes.
  - d) Contain a master record of.
    - Roles and responsibilities.
    - Ticket/tower personnel credentials and other data
    - Certification credentials and other data.
    - Mission data.
    - Applicant data
    - Geospatial data.
      - Street centerlines
      - City/County outlines
      - Population and demographic.
      - Elevation
      - Wetlands delineation
      - Historic and Environmentally Sensitive areas.
      - Debris work zones.
      - Parcel data.
      - Land use
      - FEMA flood zones.
    - Graphically depict.
      - Load locations by contractor
      - Load locations by subcontractor

- Load locations by driver
  - Load locations by ticket/tower personnel
  - Load locations by date range
  - Load locations by zone
  - Load locations by applicant
  - Load locations by mission
  - Load locations by debris type
  - Load locations by disposal site
  - Load locations by land use
- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data.
- Select one of many points of data.
- Calculate operational efficiency statistics such as
  - Trip Turnaround time
  - Trip distance to disposal site (straight line projection sorted by 0-15 miles, 16-30 miles, 31-60 miles and greater than 61 miles)
  - Average container - fill percentage.
  - Average tower manager load call
  - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc
- Dynamically configure user interface in response to point data selection to limit user authorities
- Multiple data selections generate tubular data reports
- Filter mechanism to highlight geospatial data
- Control data access using role-based security
- User interface and access to underlying system data must dynamically configure at run time through the presentation of appropriate user credentials.
- Manage data ownership.
- Provide access based on security role model
- Identify and distribute “owned” transactional datasets to limit internet access to the website data to view only your data.
- Prevent distributed data from being reprocessed for billing purposes
- Identify billing data sets based on parameters such as
  - Time/Date
  - Contractor/Subcontractor
  - Debris type
  - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc )
  - Haul distance
- Route billing data sets via defined and customized workflow rules.
- Approved billing data sets
- Communicate general event status e g
  - Total CY hauled (by debris type)

- Total CY by disposal site
    - Total CY by contractor/subcontractor
    - Total CY by work zone/sector
    - Total CY by certified vehicle
    - Number of vehicles utilized
    - Number of ticket/tower personnel resources assigned
  - Manage user roles, responsibilities and passwords
  - Prevent modification to original data by unauthorized or unauthenticated users.
  - Insert audit records into audit tables for all insertions, modifications, and deletions to original data
6. Field Architecture – The field-based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security. At a minimum, the system must.
- Require user authentication credentials.
  - Display current version at application start-up.
  - Synchronized with Greenwich Mean Time (GMT) for all date/time fields
  - System must utilize location specific configuration data to initiate a warm start sequence for global positioning system.
  - System must remain in a ready state by default
  - Acknowledge successful card write via display status message
  - Create identification structures which utilize encryption technologies
  - Employ anti-tamper and anti-tearing methods and technologies.
  - Where applicable, utilize 3 DES data encryption technologies to protect data
  - Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media.
- 7 Back-office Architecture – At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security.
- Utilize relational database technology
  - Employ geospatial analysis tools for data visualization
  - Enable audit ability for
    - Data insertion
    - Data modification
    - Data deletion
  - Prevent field and row level data deletion.
  - All access to data must be controlled
  - Store certification and other identification data using encrypted relational technology.
  - Reside in a secure internet environment.



- Preserve base transactional data in its original state prior to processing or consolidation with other data
8. Initial Startup Procedure for Debris Removal – Debris missions are critical to emergency response and the Consultant should be adequately prepared to respond.

**ATTACHMENT "B"**  
**RFP 2020- 003 PRICE SHEET**

| Unit      | Field Name and Description Attachment "B"<br>(All Final Disposal Sites are Approved by the City Prior to Final Disposal) | Cost Per Unit | Estimated Total Units | Total Cost |
|-----------|--------------------------------------------------------------------------------------------------------------------------|---------------|-----------------------|------------|
|           | <b>Collect &amp; Haul</b>                                                                                                |               |                       |            |
| CY        | 0-15 miles Veg from ROW to DMS                                                                                           | \$8 00        | 1                     | \$8 00     |
| CY        | 15 01-30 miles Veg from ROW to DMS                                                                                       | \$8 05        | 1                     | \$8 05     |
| CY        | 30 01-60 miles Veg from ROW to DMS                                                                                       | \$8 10        | 1                     | \$8 10     |
| CY        | Greater than 60 miles Veg from ROW to DMS                                                                                | \$8 20        | 1                     | \$8 20     |
| CY        | Single price - Veg from ROW to DMS                                                                                       | \$8 50        | 1                     | \$8 50     |
|           | <b>Management and Reduction</b>                                                                                          |               |                       |            |
| CY        | Grinding/Chipping vegetative debris                                                                                      | \$2 98        | 1                     | \$2 98     |
| CY        | Air curtain burning vegetative debris                                                                                    | \$1 90        | 1                     | \$1 90     |
| CY        | Open burning vegetative debris                                                                                           | \$1 15        | 1                     | \$1 15     |
| CY        | Compacting vegetative debris                                                                                             | \$1 15        | 1                     | \$1 15     |
| CY        | Preparation, Management & Segregating debris at Management Site (DMS)                                                    | \$1 50        | 1                     | \$1 50     |
|           |                                                                                                                          |               |                       |            |
|           | <b>C &amp; D Collect and Haul</b>                                                                                        |               |                       |            |
| CY        | 0-15 Miles C&D collect and removal                                                                                       | \$8 00        | 1                     | \$8 00     |
| CY        | 15 01-30 Miles C&D collect and removal                                                                                   | \$8 50        | 1                     | \$8 50     |
| CY        | 30 01-60 Miles C&D collect and removal                                                                                   | \$9 50        | 1                     | \$9 50     |
| CY        | Greater than 60 Miles C&D collect and removal                                                                            | \$10 50       | 1                     | \$10 50    |
|           |                                                                                                                          |               |                       |            |
|           | <b>Final Disposal</b>                                                                                                    |               |                       |            |
| CY        | 0-15 Miles DMS to final disposal site                                                                                    | \$3 00        | 1                     | \$3 00     |
| CY        | 15.01 30 Miles DMS to final disposal site                                                                                | \$4 80        | 1                     | \$4 80     |
| CY        | 30 01 60 Miles DMS to final disposal site                                                                                | \$6 00        | 1                     | \$6 00     |
| CY        | Greater than 60 Miles DMS to final disposal site                                                                         | \$7 98        | 1                     | \$7 98     |
| CY        | Single Price - DMS to final disposal site                                                                                | PassThru      | 1                     | PassThru   |
| CY        | Tipping Fees (pass through cost with-out markup) (Vegetative)                                                            | PassThru      | 1                     | PassThru   |
| CY        | Tipping Fees (pass through cost with-out markup) (Mixed)                                                                 | PassThru      | 1                     | PassThru   |
| CY        | Tipping Fees (C & D) - fee includes negotiated contract price or pass through amount for C & D                           | PassThru      | 1                     | PassThru   |
|           |                                                                                                                          |               |                       |            |
|           | <b>Tree Operations</b>                                                                                                   |               |                       |            |
| Tree      | 6" to less than 13" Hazardous Tree                                                                                       | \$38 00       | 1                     | \$38 00    |
| Tree      | 13" to less than 25" Hazardous Tree                                                                                      | \$75 00       | 1                     | \$75 00    |
| Tree      | 25" to less than 37" Hazardous Tree                                                                                      | \$160 00      | 1                     | \$160 00   |
| Tree      | 37" to less than 48" Hazardous Tree                                                                                      | \$220 00      | 1                     | \$220 00   |
| Tree      | 48" diameter and greater Hazardous Tree                                                                                  | \$280 00      | 1                     | \$280 00   |
| Hanger(s) | Hazardous limbs or hangers removal to be paid on per tree basis                                                          | \$95 00       | 1                     | \$95 00    |
| Stump     | Greater than 24" to less than 49" diameter Hazardous stump removal                                                       | \$265 00      | 1                     | \$265 00   |
| Stump     | 49" and greater diameter Hazardous stump removal                                                                         | \$340 00      | 1                     | \$340 00   |
| CY        | Stump Fill Dirt ( Fill stump holes after removal)                                                                        | \$14 00       | 1                     | \$14 00    |
|           |                                                                                                                          |               |                       |            |
|           | <b>Specialty Removal</b>                                                                                                 |               |                       |            |
| CY        | Waterway Debris Removal (Canals, Rivers, Creeks Streams & Ditches)                                                       | \$38 00       | 1                     | \$38 00    |
| CY        | Sand Collection and Screening                                                                                            | \$12 00       | 1                     | \$12 00    |
| Unit      | Vehicle Removal                                                                                                          | \$75 00       | 1                     | \$75 00    |



|                                                                                                             |                                                             |           |   |           |
|-------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------|---|-----------|
| LF                                                                                                          | Vessel Removal (Land)                                       | \$20 00   | 1 | \$20 00   |
| LF                                                                                                          | Vessel Removal (Marine)                                     | \$40 00   | 1 | \$40 00   |
| Pound                                                                                                       | Carcass Removal                                             | \$1 90    | 1 | \$1 90    |
| Unit                                                                                                        | ROW White Goods Removal                                     | \$25 00   | 1 | \$25 00   |
| Unit                                                                                                        | Freon Management                                            | \$30 00   | 1 | \$30 00   |
| CY                                                                                                          | Demolition of Private Structure (Non RACM)                  | \$14 95   | 1 | \$14 95   |
| Unit                                                                                                        | Electronic Waste                                            | \$25 00   | 1 | \$25 00   |
| CY                                                                                                          | Silt Removal                                                | \$18 00   | 1 | \$18 00   |
| CY                                                                                                          | Putrescent Removal                                          | \$20 00   | 1 | \$20 00   |
| Pound                                                                                                       | Bio waste                                                   | \$8 95    | 1 | \$8 95    |
| Pound                                                                                                       | Household Hazardous Waste (HHW) removal and disposal        | \$6 95    | 1 | \$6 95    |
| <b>Restoration</b>                                                                                          |                                                             |           |   |           |
| CY                                                                                                          | Lake Restoration (Berm Construction)                        | \$26 50   | 1 | \$26 50   |
| LF                                                                                                          | Canal Shoreline Restoration                                 | \$32 00   | 1 | \$32 00   |
| Hour                                                                                                        | Sr. Technician/Field Supervisor                             | \$65 00   | 1 | \$65 00   |
| Hour                                                                                                        | Clerical Staff                                              | \$45 00   | 1 | \$45 00   |
| Hour                                                                                                        | Clerical Supervisor                                         | \$50.00   | 1 | \$50 00   |
| <b>Optional Services</b>                                                                                    |                                                             |           |   |           |
| CY                                                                                                          | Debris Removal and Restoration of Canals                    | \$48 00   | 1 | \$48 00   |
| Per Vehicle                                                                                                 | Motor Vehicles *From ROW                                    | \$90 00   | 1 | \$90 00   |
| Per Vessel                                                                                                  | Boats *From ROW                                             | \$400 00  | 1 | \$400 00  |
| Hour                                                                                                        | Hazardous Waste and Contaminated Debris Management          | \$165 00  | 1 | \$165 00  |
| Hour                                                                                                        | Fire Suppression Support                                    | \$190 00  | 1 | \$190 00  |
| Gal                                                                                                         | Emergency Potable Water                                     | \$1 25    | 1 | \$1 25    |
| Lbs                                                                                                         | Emergency Delivery of Ice                                   | \$1 40    | 1 | \$1 40    |
| Day                                                                                                         | Temporary Bathrooms Showers, Kitchens and Feeding Locations | Pass Thru | 1 | Pass Thru |
| Day                                                                                                         | Temporary Satellite Communications                          | Pass Thru | 1 | Pass Thru |
| Day                                                                                                         | Emergency Power Generation (5 KW)                           | \$50 00   | 1 | \$50 00   |
| Hour                                                                                                        | Pumping and Water Relocation/Removal for Flood Control      | \$200.00  | 1 | \$200 00  |
| LF                                                                                                          | Sewer, Culvert, and Catch Basin Cleaning                    | \$16 70   | 1 | \$16 70   |
| SF                                                                                                          | Decontamination of Buildings and Facilities                 | \$6 25    | 1 | \$6 25    |
| SF                                                                                                          | Mold Remediation (per Square Foot)                          | \$12 00   | 1 | \$12 00   |
| <b>*****Vendor Acknowledged the Addendums*****</b>                                                          |                                                             |           |   |           |
| <b>Definitions</b>                                                                                          |                                                             |           |   |           |
| *VEG=Vegetation                                                                                             |                                                             |           |   |           |
| *ROW=Right Of-Way                                                                                           |                                                             |           |   |           |
| *DMS=Debris Management Site                                                                                 |                                                             |           |   |           |
| *Hangers= Any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or |                                                             |           |   |           |

#### CrowderGulf Additional NOTES:

For Tree Operations, this rate is for cut & drop only. Remaining Debris will be hauled under ROW rates.

Tipping/Disposal fees for all line items will be a pass through cost at no mark up to the City.

Waterway Debris Removal (Canals, Rivers, Creeks, Streams & Ditches) - Rates is for Land Based Operations.

Demolition of Private Structure - Non RACM

Alternate Proposed Rate: Rate for PUSH CREW (1 Loader, 1 Foreman, & 2 Sawmen) \$315.00 per Hour.



**2020 Pricing**

| <b>Hourly Equipment</b>                                             | <b>Unit</b> | <b>Unit Price</b> |
|---------------------------------------------------------------------|-------------|-------------------|
| JD 544 Wheel Loader with debris grapple                             | Hour        | \$ 145.00         |
| JD 644 Wheel-Loader with debris grapple                             | Hour        | \$ 155.00         |
| Extendaboom Forklift with debris grapple                            | Hour        | \$ 95.00          |
| 753 Bobcat Skid Steer Loader with debris grapple                    | Hour        | \$ 120.00         |
| 753 Bobcat Skid Steer Loader with bucket                            | Hour        | \$ 120.00         |
| 753 Bobcat Skid Steer Loader with street sweeper                    | Hour        | \$ 120.00         |
| 30 - 50 HP Farm Tractor with box blade or rake                      | Hour        | \$ 60.00          |
| 2 - 2 1/2 cu. yd Articulated Loader with bucket                     | Hour        | \$ 145.00         |
| 3 - 4 cu yd Articulated Loader with bucket                          | Hour        | \$ 155.00         |
| JD 648E Log Skidder, or equivalent                                  | Hour        | \$ 120.00         |
| CAT D4 Dozer                                                        | Hour        | \$ 95.00          |
| CAT D6 Dozer                                                        | Hour        | \$ 150.00         |
| CAT D8 Dozer                                                        | Hour        | \$ 170.00         |
| CAT125 - 140 HP Motor Grader                                        | Hour        | \$ 120.00         |
| JD 690 Trackhoe with debris grapple                                 | Hour        | \$ 150.00         |
| JD 690 Trackhoe with bucket & thumb                                 | Hour        | \$ 150.00         |
| Rubber Tired Trackhoe with debris grapple                           | Hour        | \$ 125.00         |
| JD 310 Rubber Tire Backhoe with bucket and hoe                      | Hour        | \$ 65.00          |
| Rubber Tired Excavator with debris grapple                          | Hour        | \$ 165.00         |
| 210 Prentiss Knuckleboom with debris grapple                        | Hour        | \$ 135.00         |
| Self-Loader Scraper Cat 623 or equivalent                           | Hour        | \$ 195.00         |
| Hand Fed Debris Chipper                                             | Hour        | \$ 50.00          |
| Stump Grinder                                                       | Hour        | \$ 85.00          |
| 320 CAT Trackhoe or equivalent w/hydraulic tree & brush cutter head | Hour        | \$ 250.00         |
| Rubber Tired Loader w/heavy duty brush & tree cutter                | Hour        | \$ 300.00         |
| 300 - 400 Tub Grinder                                               | Hour        | \$ 350.00         |
| 800 -1,000 HP Diamond Z Tub Grinder                                 | Hour        | \$ 520.00         |
| 30 Ton Crane                                                        | Hour        | \$ 150.00         |
| 50 Ton Crane                                                        | Hour        | \$ 200.00         |
| 100 Ton Crane (8 hour minimum)                                      | Hour        | \$ 275.00         |
| 40 - 60' Bucket Truck                                               | Hour        | \$ 160.00         |
| Service Truck                                                       | Hour        | \$ 60.00          |
| Water Truck                                                         | Hour        | \$ 70.00          |
| Portable Light Plant                                                | Hour        | \$ 25.00          |
| Equipment Transports                                                | Hour        | \$ 90.00          |
| 8000 gallon Fuel Tanker                                             | Hour        | \$ 70.00          |
| Pickup Truck, unmanned                                              | Hour        | \$ 14.00          |
| Self-loading Dump Truck with knuckleboom and debris grapple         | Hour        | \$ 180.00         |
| Single Axle Dump Truck, 5 - 12 Cu Yd                                | Hour        | \$ 65.00          |
| Tandem Dump Truck, 16 - 20 Cu Yd                                    | Hour        | \$ 90.00          |
| Trailer Dump Truck, 24-40 Cu. Yd.                                   | Hour        | \$ 90.00          |
| Trailer Dump Truck, 41-60 Cu Yd                                     | Hour        | \$ 120.00         |
| Trailer Dump Truck, 61 - 80 Cu Yd                                   | Hour        | \$ 120.00         |
| Power Screen                                                        | Hour        | \$ 160.00         |
| Stacking Conveyor                                                   | Hour        | \$ 35.00          |
| Off Road Trucks                                                     | Hour        | \$ 250.00         |
| Air Curtain Burner                                                  | Hour        | \$ 50.00          |
| Bucket Truck 50 ft                                                  | Hour        | \$ 140.00         |
| Bucket Truck 50 ft to 75 ft.                                        | Hour        | \$ 175.00         |

## CrowderGulf

| Hourly Personnel Labor Rates                                 | Unit          | Unit Price        |
|--------------------------------------------------------------|---------------|-------------------|
| Operations Manager                                           | Hour          | \$ 60.00          |
| Superintendent with truck, phone & radio                     | Hour          | \$ 54.00          |
| Foreman with truck, phone & radio                            | Hour          | \$ 48.00          |
| Safety/Quality Control Inspector with vehicle, phone & radio | Hour          | \$ 50.00          |
| Inspector with vehicle, phone & radio                        | Hour          | \$ 32.00          |
| Climber with gear                                            | Hour          | \$ 90.00          |
| Saw Hand with chainsaw                                       | Hour          | \$ 35.00          |
| Laborers & Flagmen                                           | Hour          | \$ 30.00          |
| Public Assistance Manager                                    | Hour          | \$ 130.00         |
| Documentation Clerk                                          | Hour          | \$ 50.00          |
| Timekeeper                                                   | Hour          | \$ 35.00          |
| HazMat Professional                                          | Hour          | \$ 180.00         |
| Household HazMat Inspection & Removal Crew                   | Hour          | \$ 110.00         |
| Generators from 10 KW to 300KW                               | Cost plus 20% |                   |
| Traffic Control Personnel                                    | Hour          | \$ 30.00          |
| Ticket Writers/ Individual                                   | Hour          | \$ 30.00          |
| Clerical/Individual                                          | Hour          | \$ 30.00          |
| Administrative Assistant                                     | Hour          | \$ 45.00          |
| Mechanic with Truck and Tools                                | Hour          | \$ 65.00          |
|                                                              |               |                   |
| <b>Materials</b>                                             | <b>Unit</b>   | <b>Unit Price</b> |
| Fill Dirt for Stump Holes - Purchased, Placed, and Shaped    | CY            | \$ 40.00          |
|                                                              |               |                   |

### NOTES.

- 1 The Equipment, labor and material rates shown above are for tasks requested by the Client which are not covered in the rates (per cubic yard) for normal debris removal and reduction
- 2 Pricing includes operator, fuel, and maintenance Depending on the severity of the disaster, some or all of the above equipment will be required CrowderGulf will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
- 3 The listed equipment should cover all possible equipment needs following disaster CrowderGulf has access and contacts for any other equipment that might be required We will negotiate a rate with the Client if need arises for equipment not on list



**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and SOUTHERN DISASTER  
RECOVERY**

**THIS AGREEMENT** is made and entered this 23rd day of March, 2020 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and **Southern Disaster Recovery**, whose address is 109 White Oak Rd, Greenville, SC 29609 hereinafter referred to as ("CONTRACTOR"), and each represents as follows

**WHEREAS**, CITY is in need of Emergency Response and Recovery Services in the form of Disaster Debris Monitoring, including but not limited to large scale disaster debris removal, separation, staging, disposal, demolition, and construction debris removal, tree-trimming, and stump grinding and removal, and other emergency clean-up services following a disaster event, as more particularly described herein in the Scope of Services, and hereinafter collectively referred to as "Services", and

**WHEREAS**, CITY advertised RFP 2020-002 Titled "Emergency Response and Recovery" based on the competitive selection process, consistent with the City's procurement policies the CITY determined that Southern Disaster Recovery was qualified to provide the services and awarded the contract to Southern Disaster Recovery consistent with the terms, conditions and requirements of the RFP; and

**WHEREAS**, based on the competitive selection process the CITY has determined that CONTRACTOR, is qualified to provide the services and desires to award the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFQ; and

**WHEREAS**, the Contractor agrees to provide the services as further enumerated herein

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

- 1 **RECITALS** The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement.
- 2 **TERM**. This Agreement shall be effective for a term of one-year from the date of execution of the agreement, with the option of four consecutive one-year renewals.
3. **SCOPE OF SERVICES**. CONTRACTOR shall provide emergency response and recovery services ("Work") as defined by the Request for Proposal, and any addenda thereto, attached hereto as Exhibit "A" and incorporated by reference and made a binding part hereof Following a declared emergency, the Contractor shall perform the Work in

accordance Contractor's Proposal for the City, and the Price Proposal attached as Exhibit "B" and incorporated herein. The work shall commence upon receipt of a Work / Release Order issued by the City. Each Work Order shall describe the work required and will state the dates of performance of services, and payment shall be made in accordance with the price schedule included in the Price Proposal.

CONTRACTOR is licensed to perform these services by the State of Florida. CONTRACTOR shall also be bound by all requirements contained in the solicitation package and any addenda thereto. CONTRACTOR's services are further enumerated and described in Attachment "A."

The Contractor agrees to perform contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished on a timely basis at no additional cost to the City.

4 **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that:

- a. CONTRACTOR has the experience and skill to perform the services required by this Agreement.
- b. CONTRACTOR will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of services who, in CITY's sole discretion, is not suitable for the performance of the duties required. CONTRACTOR shall immediately remove the individual from performance of work under this Agreement without hesitation or challenges to CITY.
- c. CONTRACTOR will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees. CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance.
- d. CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY.
- e. CONTRACTOR is adequately financed to meet any financial obligations it may be

required to incur under this Agreement

- f. *Debarment and Suspension.* Contractor has not been suspended or debarred and can be awarded a contract funding with Federal Assistance. The contractor is required to verify that none of the contractor's principals (defined at 2 C F R § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C F R § 180.935). The contractor must comply with 2 C F R pt 180, subpart C and 2 C F R pt 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt 180, subpart C and 2 C.F.R. pt 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- g. *Clean Air Act and Federal Water Pollution Control Act.* Contractor agrees to 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) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- h. *Work Hours and Safety Standards Act.* Contractor shall comply with the provisions of 40 U.S.C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires Contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours, and that any hours worked in excess of forty hours in a workweek be compensated at a rate of not less than one and one-half times the basic rate of pay.
- i. *Energy Policy and Conservation Act.* Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy policy and Conservation Act (42 U S C 6201).
- j. *Byrd Anti-Lobbying Amendment.* Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any



Federal award Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- k. *Solid Waste Disposal Act* Contractor shall comply with all applicable requirements of Section 6002 of the Solid Waste Disposal Act. Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: 1) competitively within a timeframe of the contract schedule, 2) meeting contract performance requirements, or 3) at a reasonable price
5. **INDEPENDENT CONTRACTOR.** The parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto. CONTRACTOR and each of its employees will act as an independent contractor and not as employees of the CITY.
6. **PAYMENT.** Invoices shall provide details of all project expenses authorized by the Agreement. Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice
7. **INSURANCE REQUIREMENTS**
  - a. **Proof of Insurance:** CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance. Such certificates shall clearly show the insurance coverage required under this Agreement. In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance showing that CITY has been listed as an Additional Insured shall accompany the Certificate of Insurance. Said Certificate of Insurance shall also provide that any company issuing an insurance policy for the Work shall provide not less than thirty (30) days advance written notice to the City prior to cancellation, termination, or material change of any policy of insurance. In the event of non-payment of premium not less than (10) days advance notice in writing shall be required. Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.
  - b. **Waiver of Subrogation.** The Contractor shall require their insurance carriers, with

respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and Subcontractors

- c Commercial General Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list CITY as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A M Best's rating of A- or higher. Other specific policy endorsements may be required depending on the type and scope of work to be performed.
- d Business Automobile Liability CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000.00 each accident for owned, non-owned and hired automobiles.
- e Workers Compensation & Employer's Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Florida Worker Compensation Insurance at statutory limits and Employer's Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit.
- f All coverage for CONTRACTOR's subcontractors shall be subject to all the requirements stated herein. CONTRACTOR and subcontractors shall bear all costs and expenses associated with acquisition and maintenance of all policies required herein.

## 9. **TERMINATION**

- a CITY may terminate this Agreement, or any Work Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- b. CITY may terminate this Agreement upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.

- c. Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage
- d. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete.
- e. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function
- f. Upon receipt of such notice of termination, CONTRACTOR shall. (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to performance of this Agreement.
- g. There shall be no termination charges for services not yet provided CITY will be responsible for payment of authorized services already provided by CONTRACTOR but not yet invoiced, provided such services have been approved by the CITY Upon payment of CONTRACTOR's claims, CITY shall be entitled to all work and materials paid for.
- h. Before assuming any payment obligation under this section, CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice
- i. There shall be no charges for termination of orders for services Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could have reasonably avoided.



10. **FORCE MAJEURE** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), theft, war, riot, embargoes, military or usurped power or confiscation, terrorist activities, or an event for which a declaration of emergency is issued by legally empowered local, state, or federal governing authorities

11. **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against the CITY, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of CONTRACTOR agents, employees, sub-Contractors, or other persons, for which injury or damaged results from any act, neglect, occurrence, or condition in or about any CITY properties whether such damage is caused by the CITY or any other person. Nothing in the agreement shall be construed as a waiver of the CITY's statutory sovereign immunity pursuant to Section 768.28, Florida Statutes

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demands, liabilities, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees) of every kind and nature, for the enforcement, defense, or appeals thereof arise from CONTRACTOR's performance of the Agreement or any breach or default thereof by CONTRACTOR

12. **NON-DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national original, ancestry, sex, marital status or age in the performance of the obligations of this Agreement Violation of this provision shall be treated as a breach of this Agreement

13. **NONASSIGNMENT; SUBCONTRACTOR.** CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY. CITY may cancel this Agreement for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by the parties. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor to CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, subcontractor shall abide by all the terms and conditions contained in this Agreement. Any changes in previously approved subcontractors shall require prior written approval by CITY,

14. **PUBLIC RECORDS LAW.** The Contractor acknowledges the City's obligations under

Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, [cityclerkemail@kissimmee.org](mailto:cityclerkemail@kissimmee.org), and 101 Church Street, Kissimmee, Florida 34741.**

- a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Contractor shall 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 records to the City.
- c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

- f A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119 10
- g Any and all-time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- h CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this Agreement CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense
- i. The CONTRACTOR shall maintain and allow access to the records for a period of five (5) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement
- 15. **APPLICABLE LAWS** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida
- 16. **JURY TRIAL WAIVER; VENUE; WAIVER OF ATTORNEY FEES.** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim Venue shall be Osceola County, Florida Each party waives the right to attorney fees in any action to enforce this Agreement
- 17. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or of future rights to enforce compliance
- 18 **NOTICES.** All notices and demands shall be sent U S Certified Mail, return receipt to

**As to CONTRACTOR:**

Southern Disaster Recovery  
109 White Oak Rd  
Greenville, SC 29609

**As to CITY:**

City of Kissimmee  
City Attorney's Office  
101 Church St., 5th Floor  
Kissimmee, FL 34741

- 19 **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties Any prior



understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein

20. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party
21. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement.
22. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it
23. **ATTACHMENTS** The Attachments listed hereto are incorporated by reference and will be binding on the parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control

*Signature Page to Follow*

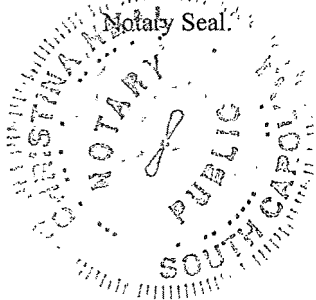
IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below:

CONTRACTOR

By: Al McClan  
Title CEO + Member  
Date 03/06/2020

South Carolina  
STATE OF ~~FLORIDA~~  
COUNTY OF Greenville

The foregoing instrument was acknowledged before me this 6 day of March, 2020, by means of ☒ physical presence or ☐ online notarization, by (name of person) Al McClan as (type of authority) member for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification Southem Disaster Recovery



Notary Christina Neal  
Print Name: Christina Neal  
My Commission Expires 12/05/2024

CITY OF KISSIMMEE

By: Jose Alvarez Mayor-Commissioner  
Date: March 23, 2020

ATTEST:

Linda Hansell  
Linda Hansell, City Clerk

Approved as to form a legal sufficiency:

Olga Sanchez de Fuentes  
City Attorney

**ATTACHMENT "A"**  
**SCOPE OF SERVICES- RFP 2020-002**

**A. GENERAL SCOPE**

The Contractor shall provide all expertise, personnel tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm generated debris. The term "eligible", as used herein, means qualifying for emergency funding under the standards promulgated by the FEMA. The term, "debris", as used herein, includes all forms of disaster-generated debris, such as vegetative, demolition, construction, household goods (hereinafter "white goods"), hazardous and industrial waste material.

Contracted services will be limited to the clearing of roadways and access routes, debris removal and demolition of structures when determined as necessary to:

- a. Eliminate immediate threats to life, public health, and safety,
- b. Eliminate immediate threats of significant damage to improved public or private property; and
- c. Ensure the economic recovery of the affected community for the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal of lawful disposal of debris on all public streets, roads, and other rights-of-way, including any other locally-owned facility or site as may be directed by the City, and in accordance with federal requirements. Contract services will only be performed when requested and as designated by the City, by approved work authorization issued by the City. The contractor shall load and haul the debris from within the legal boundaries of the City to a site(s) specified by the City.

The City, at its sole discretion, reserves the right to assign work to various contractors. The City also reserves the right to approve all subcontractors hired by the contractor and/or, upon request, require the contractor to dismiss a subcontractor.

**1. Emergency Push/Road Clearance**

The contractor shall accomplish the cutting, tossing and/or pushing of debris, leaning trees and removal of hanging limbs or hangers (hangers are defined as any branch or large limb(s) that have broken or split from the parent branch or tree and is 2" or greater at the point of break, creating an immediate threat to a public use area or Right-of-Way). Any limb(s) that are hanging over City transportation routes and City Right-Of-Way (ROW) and could be considered a hanger as defined above should be removed by this contractor as directed by the City. The initial emergency push will be completed within a maximum

of seventy (70) hours as mandated by FEMA. Upon completion of the first 70 hours, the reimbursement method changes to unit cost. Payments based on time and material costs are limited to work performed during the first 70 hours of actual work following a disaster event "Notice to Proceed"

2. Debris Removal from Public Right-of-Way (ROW)

As directed by the City, the Contractor shall load and haul all eligible debris to an approved and certified temporary debris management site (TDMS) or other disposal destination, as specified by the City. All collection and hauling will be consistent with federal requirements applicable to the disaster event. The contractor will ensure compliance with instructions from the City regarding the collection, hauling and disposal of hazardous wastes and/or other categories of debris

3 Debris Clearance/Removal from Public Property

As directed by the City, the contractor shall clear eligible debris from public property, load and haul all debris to a designated temporary debris management site (TDMS) or other disposal destination designated by the City. If necessary, the City will confirm the FEMA eligibility of the debris to be removed.

4 Demolition of Structures and Construction Debris Removal

As directed by the City, the contractor shall demolish unsafe structures and remove debris that has been determined by the City to be a threat to the health and safety of the public. The contractor will exercise due diligence in demolishing and/or removing debris from private property. The City will direct actions to secure the right of entry (ROE) onto private property to allow demolition and removal. All applicable local, state and federal regulatory requirements regarding asbestos containing materials shall be adhered to unless waived by applicable regulatory authorities

5 Private Property Waivers

The City will direct all actions to secure necessary permissions, waivers and ROE agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties. All such actions will be consistent with federal requirements applicable to the disaster event.

6. Debris Separation/Reduction and Temporary Debris Management Site (TDMS)

Management

Contractor shall operate and manage the TDMS to accept and process all event debris. All actions will be implemented by the contractor only with prior approval of the City. Actions by the contractor will include, but are not limited to the following



- a. Ensure that only debris authorized by the City's Public Works Director or his/her designated representative will be allowed into the TDMS sites,
- b. Provide the City with a video record of the pre and post use site conditions;
- c. Prepare a plan of proposed site layout and review with the City prior to its implementation,
- d. Prepare a plan for site security and traffic control for both on the site and adjacent roadways for review and approval by the City prior to its implementation;
- e. Provide adequate fire prevention/fighting equipment, including water truck and hoses, on-site throughout the operational period of the TDMS;
- f. Build and/or maintain roads as necessary for TDMS operation,
- g. Provide and/or construct and maintain stabilized roofed inspection towers sufficient for a minimum of three inspectors, Towers will be positioned at any entrance and any exit of the TDMS;
- h. Comply with any applicable environmental requirements, to include litter control fencing, silt fencing, dust control, hazardous materials containment area, and/or water retention berms;
- i. Confine hours of operation of the TDMS to those determined by the City,
- j. Stage and process all debris in accordance with instructions from the City;
- k. Process debris by methods that may include, but not be limited to, reduction by grinding, air curtain incineration when approved, or other alternate methods of reduction, such as compaction,
- l. Prior to reduction, segregate all debris between vegetative debris, construction and demolition debris, white goods, and hazardous waste;
- m. Develop and implement, with the approval of the City, a procedure for management of the receipt of unauthorized and/or ineligible debris at the TDMS;
- n. Provide the City with proper and acceptable documentation (including destination, tickets, volume and/or weight) for final disposal of debris accepted at the TDMS;
- o. Upon the closure of the TDMS, restore the site to its Pre-use condition, meeting all regulatory requirements for the site closure; Survey the site to verify that it has been restored to pre-use elevation and condition; and
- p. As directed by the City, sod, hydro-seed or sprig the property once all other site

closure issues have been addressed

7 Designation and Management of Staging Areas

Contractor shall identify staging areas in collaboration with the City for the purposes of truck/equipment certification, provision of temporary fueling or vehicle maintenance (as required), and other operational service functions related to debris removal efforts. The contractor shall provide temporary tent, sanitary and other appropriate conveniences necessary for the care and well-being of all Contractor and sub-contractor personnel. The City will approve of the location, size, layout and services to be provided at any staging area established by the Contractor, who will insure that each area is managed in accord with all applicable regulatory requirements and in a manner to minimize disruption to the surrounding neighborhoods.

8. Management of Tree Debris

Tree debris is herein defined as vegetation, stumps, hanging limbs, leaning trees, and similar materials resulting from trees damaged during the event. The City shall direct the contractor regarding removal, collection, hauling and disposal of eligible tree debris, which will adhere to the most current FEMA Guidance Policy Disaster Specific Guidelines. Stumps within the public rights-of-way deemed by the City to be public safety hazards will be removed and disposed of by the contractor. The contractor is responsible for collection, hauling and disposal of all tree debris on the cost basis of the cubic yard rate for regular vegetative debris.

9 Disaster Recovery Technical Assistance

The contractor will provide Disaster Recovery Technical Assistance to the City to assist with guidance and consultation on all aspects of the recovery process. This assistance shall include documentation and management for the public assistance program (State of Florida plus FEMA), planning, training and exercise development, as well as attendance at the City's Emergency Operations Center (EOC) during activations of the EOC for exercise and actual emergency events as requested by the Contract Administrator.

B. STANDARDS OF PERFORMANCE

1 Contractor Representative and General Operations Plan

The contractor shall have a knowledgeable and responsible representative report to the Contract Administrator or designee and provide a copy of the Contractor's General Operations Plan within seven (7) days following the execution of this Agreement. The City will approve the General Operations Plan prior to its implementation with the City. The contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's

General Operations Plan. **The City may require a reasonable limit on the period of performance for the work to be done**

2 Mobilization

Equipment for the emergency push shall be staged no more than a six (6) hour drive from the City of Kissimmee. When a notice to proceed in advance of an event has been received by the contractor, he/she will make all necessary arrangements to mobilize a minimum of fifty percent (50%) of the required resources within forty-eight (48) hours and one hundred percent (100%) of the required resources with ninety-six (96) hours to commence and conduct these contracted services. The City may take such other actions as necessary to address the failure of the contractor to mobilize resources on the schedule required by the City

3 Sub-Contracting

Contractor shall not assign, transfer, or sub-contract this contract, either in whole or in part, without prior written approval of the City of Kissimmee.

Contractor shall be responsible for ensuring that any and all subcontractors adhere to the City's Insurance requirements and furnish the required Insurance Certificates prior to commencement of any work on City property.

The subcontractor shall be fully responsible for the performance of his company and completion of all work as outlined in these specifications. The subcontractor shall employ sound practices and standard methods in the industry. Supervision of personnel shall be conducted in a competent and professional manner. All personnel shall wear uniforms bearing the company name and all vehicles shall be likewise identifiable.

The subcontractor shall fully comply with all Federal, State and City laws and regulations concerning labor, work hours, labor conditions and wage rates. The subcontractor is also reminded that he must fully adhere to the Federal Occupation Safety and Health Act (OSHA). Contractor shall submit a detailed description to the City of work performed by an approved subcontractor.

Contractor shall submit proof of payment to the City of all work performed by an approved subcontractor.

4. Self-Sufficiency of Contractor and Subcontractors

The contractor shall ensure that its workforce, including subcontractors, maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse affects on the community

12. Damages by Contractor

The contractor shall be responsible for conducting all operations, whether contemplated by this Agreement or later request as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. The contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. The contractor must report such damage to the Contract Administrator in writing within twenty-four (24) hours. Should any property be damaged due to the negligence on the part of the contractor, the City may either bill contractor for the damages, withhold funds due to the contractor, or the contractor may also repair all damage to the satisfaction of the City within thirty (30) days. The determination of whether the "negligence" has occurred shall be made by the City.

13. Contractor's Duty Regarding Other Contractor(s)

The contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

14. Contractor's Ownership of Debris

All debris, once collected by the contractor, shall become the property of the contractor or the City may exercise ownership of flow control for removal and lawful disposal. The debris may consist of, but not be limited to, vegetation, construction and demolition debris, white goods and collected hazardous materials.

15. Contractor's Disposal of Debris

Unless otherwise directed by the City, the contractor shall be responsible for determining and executing the method and manner for processing and/or lawful disposal of all eligible debris as approved by the City. The locations of the TDMS and final disposal sites shall be determined by the City and utilized by the contractor. Separate unit prices for delivery and disposal of debris to TDMS and final disposal may be allowed by the City. Upon request from the contractor, other sites may be utilized as directed and/or approved by the City.

**GENERAL TERMS AND CONDITIONS**

1. Multiple, Scheduled Passes

The contractor shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City. The contractor will document the completion of all passes based on the direction from



the City and will provide this documentation to the City

2 Clean As You Go Policy

The contractor shall provide a "clean as you go" policy and supervise and enforce such policy during debris management operations.

3 Operation of Equipment

The contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street, or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the contractor will ensure that a Right Of Entry (ROE) Agreement has been obtained prior to property entry.

4 Security of Debris During Hauling

The contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with Florida Department of Transportation (FDOT) guidelines. As required, the contractor will survey the primary routes used by the contractor for debris hauling as soon as possible after the transport and will recover fallen or blown debris from the roadway(s).

5 Traffic Control

The contractor shall mitigate impact on local traffic conditions to the greatest extent possible. The contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the U.S. Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD). The contractor shall provide sufficient signage, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, collection, reduction and/or disposal sites.

6. M.O.T. Requirements

The successful bidder and all personnel performing maintenance of traffic (M.O.T.) activities shall possess valid and verifiable certificates of training per the most current State of Florida standards and regulations. These requirements include but are not limited to the definition of different types of training that may be offered, i.e., Maintenance of Traffic

Intermediate, Flagging Traffic, Placement of Work Zone Traffic Control Devices, etc A copy of the certification document (s) must be submitted with their bid submittal

When working in traffic arterial medians, personnel are required to wear safety vests. Proper safety signage, such as "Workers Ahead", cones, flagmen or other warning devices should be used to alert motorists of work in the area. All signs shall be temporary and must be in accordance with the Florida Department of Transportation's Manual on Uniform Traffic Control Devices (MUTC) and Safe Practices. OSHA standards shall be utilized where applicable

7 Work Days/Hours

Work Days and/or work hours shall be directed by the City following consultation and notification to the contractor. Working hours on holidays shall be at the discretion and approval by the City.

8. Hazardous and Industrial Wastes

Upon the pre-authorization of the City, the contractor shall set aside and reasonably protect all hazardous or industrial material encountered during debris removal operations for collection and disposal. Prior to such actions, the contractor will prepare a Hazardous and Industrial Materials Cleanup and Disposal Plan, and this plan will be in accordance with all local, state and federal requirements and will be approved by the City In accord with this plan, the contractor shall use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if and when directed to do so by the City.

9 Work Safety

The contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended The contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. The contractor shall ensure that its subcontracts contain an equivalent safety provision.

10 Inspection of Contractor Operations

All debris shall be subject to inspection by the City and other public authorities to ensure compliance with this Agreement, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. The City will, at all times, have access to all work sites and disposal areas In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices, and other relevant records and documentation.

11 Corrective Actions Required of Contractor

When instructed by the City's representative, the prime contractor will immediately implement corrective actions to address health and safety issues and/or any other actions inconsistent with any of the terms of this agreement, as determined by the City in its sole discretion. The prime contractor will notify the City in writing with corrective actions within twenty-four hours of notification.

12. Ineligible Work

The contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material when not previously instructed by the City that such actions are eligible for state and/or federal reimbursement

a. Eligibility Inspections

The City's monitors shall inspect each load, or shall inspect at some other frequency of the City's direction, to verify that the contents are in accordance with the accepted definition of eligible debris

b Eligibility Determinations

If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another approved and certified receiving facility. No payment will be allowed for that load and the contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris.

13. Other Agencies

The term "government" as used in this Agreement refers to those governmental agencies which may have a regulatory or funding interest in this agreement.

REPORTS, CERTIFICATIONS AND DOCUMENTATION

1 Reports

The contractor shall submit periodic, written reports in a format required by the City documenting the progress of debris removal and disposal. These reports may include, but are not limited to.

a     Daily Reports

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. The contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to *completely* describe the daily conduct of the contractor's operations within twenty-four (24) hours.

b     Weekly Summaries

A summary of all information contained in the daily reports as described above, within two (2) days of the close of the week. At the request of the City, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data will include Collection Contractor, load ticket number, load date, load location, truck certification number, truck yardage, percent full, calculated yardage (or weight, if applicable), field monitor name/number, TDMS location, tower monitor/name, debris materials categorization, and location of collection, e.g., ROW, FHWA, Canal, etc.

c.     Report Delivery

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by the City, in consultation with the contractor.

d     Data Reconciliation

Reconciliation of data will be accomplished weekly between the contractor and the City's representative. All discrepancies will be resolved within five (5) days. If contractor does not comply, a one percent penalty will be applied to the un-reconciled amount.

e     Final Project Closeout

Upon final inspection and/or closeout of the project by the City, the contractor shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not be limited to the total volume collected from roadways, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts hauled directly to final disposal site of the debris managed by the contractor, plus the total cost of the project invoiced to the City. The contractor shall provide, upon request of the City and/or no later than project closeout, a release of liens demonstrating that all subcontractors to the contractor have been fully paid. Agreement will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government. Final project reconciliation



must be approved by the City

## 2 Certifications

The contractor will adhere to the process for certification of personnel and vehicles established by the City's Public Works Debris Management and FEMA if not equal, to include the following.

### a. Certification of Vehicles and Load Capacity

Contractor shall ensure that all equipment is certified in accordance with the most current City/County procedures. After the disaster, the City, or the designated representative, will begin the equipment certification at a pre-designated site, or at staging areas established by the contractor.

All contractor and subcontractor trucks shall have valid registrations, insurance and meet basic operational criteria: tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid drivers' licenses.

Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck will receive two (2) placards, one (1) each of which shall be affixed on opposite sides of the truck body. The placards will be consistent with the standardized placard specified in the City's Debris Management Plan. The truck driver will be provided up to two (2) copies of the certification sheet for the contractor and subcontractor's records.

### b. Certification of Personnel

The contractor will certify to the City that all contractor and subcontractor personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations. Upon request of the City, the contractor will provide documentation certifying the adequacy of the training, experience and capabilities of all contractor and subcontractor personnel, to include but not be limited to the following:

- Senior management personnel of the contractor assigned to implement work authorizations pursuant to this agreement will participate, upon request, in training and briefing sessions held by representatives of Osceola County and/or the City.
- Senior supervisory personnel of the contractor and all subcontractors thereto will have received training in debris management, the operational concepts established by the City's Debris Management Plan, and the implementation of the National Incident Management System.
- Personnel assigned by the contractor as responsible for data management,

invoicing and other documentation duties will be trained in the Data Management concepts and approaches to be used by the City, in accord with provisions of the City's Debris Management Plan.

- Vehicle and equipment operators will be fully licensed and certified, as required by applicable local, state and federal statute and regulations
- Upon their deployment for field operations, all contractor and subcontractor personnel will be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures

3. Utilization of a Standardized "Load Ticket"

The contractor and all subcontractors will utilize a standardized "load ticket" for documenting each load of debris from its origin to the TDMS and/or final disposal location, as indicated. The "load ticket" utilized will be identical to and/or fully consistent with that defined in the City's Debris Management Plan and in Attachment B to this agreement.

4 Additional Supporting Documentation

The contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by the contractor as may be required by the City and/or other governmental entity to support requests for debris project reimbursement from external funding sources

5 Report Maintenance

Contractor will be subject to audit by federal, state and local agencies pursuant to this Agreement. Contractor will maintain all reports, records, debris reporting tickets and agreement correspondence for a period of not less than three (3) years.

DATA MANAGEMENT AND DOCUMENTATION. The Consultant shall ensure all necessary documentation is provided as follows

1. Ensure all eligible debris removal operations activities are documented and tracked specific to the FHWA Emergency Relief "ER" Program, the FEMA Public Assistance "PA" program or other applicable Federal state or local agencies
2. Documentation of the number of crews and types of equipment utilized, actual hours of operation, and locations of work performed during the time and materials phase of operations.

- 3 Completion of truck certifications, equipment certifications, and establishment of a QA/QC program throughout the life of the project
4. Load tickets documenting the eligible debris removal and/or disposal activities by the applicable program FHWA-ER or FEMA PA, and/or other federal, state or local programs as outlined in accordance with the Debris Management Plan.
- 5 Documentation of eligible hazardous stump removal, hangers, leaners, or tree removal which includes photos, GPS coordinates street identifier, and/or other information as available and applicable
- 6 Environmental authorizations and/or permits, as applicable
- 7 Daily electronic spreadsheet summaries of cubic yards/tons collected by Federal program. The daily summary shall be communicated to the Debris Manager or designee.
8. Production in electronic format (scanned) and paper copies of all documentation for submittal to Federal and/or State agencies.
- 9 Provide certified weight master is necessary.
- 10 Assist in creating field maps using Geographic Information Systems (GIS), as well as track and present contractor progress in GIS
11. Organize, maintain, and provide the City's electronic copies of documentation in a satisfactory manner All documentation and information related to the project shall be surrendered to the City upon completion of the project.

Electronic Debris Monitoring *The Consultant may exercise the option to utilize electronic debris monitoring and if chosen the Consultant must comply with requirements set forth in the following sections.*

Equipment Requirements:

1. Data Storage Media – Debris management data will be stored and transferred on encryption protected removable data storage media. All data media will be provided by the Consultant. Data must include a unique user ID which identifies the user's role, limits the user's ability to collect or validate information, etc and employs an anti-tampering mechanism Consultant shall provide media to each person performing a debris mission role that results in data collection, i.e., drivers, ticket managers, etc.
- 2 Handheld Units (HHU) – The Consultant will provide weather proof and shock resistant handheld units (HHU) for recording debris management data in the field. These HHU devices will be capable of writing data to, and reading data from, the removable data storage media HHU's shall have the capability to determine

locations by GPS and the capability to write GPS coordinates to the removable media. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a shift. The HHU's will perform two functions: (1) Recording of initial load data information, and (2) verification of vehicle certification, and recording of debris type and quantity.

- a) HHU's capable of recording truck certification data onto driver removable media are used at the truck certification area. Truck certification records will include truck measurements, Truck ID, Driver ID and a digital photograph of the truck and trailers.
  - b) HHU's capable of recording user ID information, including a unique user ID, digital photograph and any additional user information required for system operation.
  - c) GPS – HHU units shall have integrated GPS capability. GPS readings (accuracy within 3 meters of the HHU) shall automatically be recorded without any additional manual effort each time the HHU unit records and retrieves information related to the debris mission. External GPS units shall have reliable connectivity to the HHU and be rugged and durable.
3. Durable Printer – The Consultant shall provide a durable printer to print load tickets at the request of the City. Once the tower manager completes the load data entries the information shall be transmitted to the printer. The printer will print a minimum 2 copies of the ticket. Two copies shall be given to the driver (one copy for the driver and the other for the prime contractor). The HHU should have program flexibility to alter the number of printed tickets. The printed ticket paper and print shall be of a quality that the print is not affected by harsh weather conditions and does not fade over time, nor smear or deteriorate due to moisture or UV rays. All field units will be operated by stand-alone power sources which will allow the units to perform uninterrupted for a minimum of a shift.
4. Server(s) – The Consultant shall provide computer servers for the storage and maintenance of records. The data contained in the Consultant's database shall be placed on the Internet for controlled use, and be password protected by the Consultant. Upon completion of the work, the consultant shall surrender the records to the City who shall maintain the official database and records on its government furnished secure server. Access to the City server is limited to "Official Use Only". The City server is provided and maintained by the City.
5. Back-up equipment – In the event of equipment malfunction, loss or damage, the Consultant shall assure a sufficient supply of replacement equipment and personnel are available such that production is not affected. The back-up equipment shall be readily available on-site for rapid distribution.



- 6 GIS – GIS Mapping shall be provided by the Consultant from the most current source(s) available. This information shall be used as a base map to visually illustrate work zones, ticket and tower personnel locations and activities, work progress, historically and/or environmentally sensitive areas, geospatial data and other mission informational needs from the data gathered by the HHUs
- 7 Internet Accessible database – The Consultant will establish a web-based database which is updated daily if not real-time. The data shall be accessible, by permission only, to subcontractors, local and state officials and others on a “need to know” basis. Database access will be role-based and no direct access to the data tables shall be allowed, unless approved by the City

#### General Statement of Electronic Debris Monitoring System Parameters

1. The system must utilize an encryption protected removable data storage device. The data storage device will store data collected in the field, such as fields from traditional debris paper load tickets as well as truck certification information. The device must be capable of depicting images and other identifying data
2. The system must have a database capable of storing all data collected in the field. The Consultant shall provide the City a copy of the database with a matching structure at the completion of the work unless otherwise specified.
3. The system must include the capability to share database records with contractors, sub-contractors, or designated Departments within the City, and others via the internet. Data contained in the system must be password protected, implement role-based access controls and must have viewing, printing and editing capabilities. Each contractor, sub-contractor and customer must have permissions that allow only them to review and print information specific to their need. The system shall also have the capability to generate reports on all aspects of the debris mission
4. The Consultant uses the HHU to initiate the load data by entering debris type into the HHU. The driver's media card will either be swiped or inserted into the HHU and the HHU will write the debris type, pick-up GPS location, address of pick-up if applicable, time, date, truck certification and driver information, and the ticket manager's unique ID code onto the removable media. Once the data is written on the media, the Ticket Manager will return the media to the driver. By this action, the Consultant verifies the debris meets FEMA and FHWA eligibility requirements.
5. HHUs are used at the debris verification area of disposal site(s) by tower manager. The vehicle driver presents the removable media, which was previously initiated by the field monitor, to the tower manager personnel located in the disposal site tower(s). The tower manager verifies the debris classification is appropriate (vegetative, C&D, missed, etc. and manually revises, if needed), verifies vehicle(s) and driver information is correct, estimates and enters the load quantity into the HHU. The HHU will automatically extract the information recorded earlier on the

smart card and add the information to the tower manager's HHU including the date, time debris arrives, site ID, GPS readings, load quantity and tower manager's unique ID Code.

6. All information regarding each debris load will be stored in the HHUs internal memory or on a separate, encryption protected removable media device. The debris load information will be uploaded to the system which includes the City's and Consultant databases. Once this information is recorded, the tower manager's HHU will clear the removable media's debris data for the driver to re-use
7. The media will retain a running total of the quantity and type of debris hauled by a particular vehicle. All debris load information within the tower manager's HHU will be retained until upload to the database has been accomplished and confirmed by authorized personnel. Direct access to data on the HHU will be restricted to personnel specifically authorized to do so by the City

#### Functional Specifications and System Architecture

1. Ticket/Tower Managers – Personnel Registration, Administration and Management. The system shall have the capability to manage user roles. The majority of the system users will be either ticket or tower managers. At a minimum, the system must have the following capabilities:
  - a) A means to create encryption protected electronic media with unique User ID, digital photograph, user roles and other identifying data
  - b) Electronic registration of ticket/tower monitor
  - c) Link designated ticket/tower personnel roles to a specific mission
  - d) The ability to edit ticket/tower personnel roles i.e., create, update and delete.
  - e) Store ticket/tower personnel contact information relative to the mission.
  - f) Track and Manage ticket/tower personnel role and status
  - g) Assign and track equipment assigned to the user.
  - h) Reject invalid ticket/tower personnel credentials
  - i) Reject invalid certification credentials.
2. Truck Certification. The system shall have the capability to record truck and trailer certification data. Truck certification is used to register authorized debris hauling vehicles and equipment. At a minimum, the following must be included:

- a) A means of electronically registering authorized debris Consultant vehicles and equipment
  - b) Link electronic registration to digital images/Identify mission and respective location
  - c) Generate uniform measurements e g feet and inches.
  - d) Capture vehicle volume
  - e) Utilize industry standard equations for all volume calculations
  - f) Capture drivers and certification team member unique identification numbers.
  - g) A means to create encryption protected electronic driver removable media with unique Truck ID, digital photograph, truck and /or trailer measurements, vehicle volume, and other identifying data.
  - h) Must depict image and other identifying data.
  - i) Must contain counter area for total cubic yards hauled
  - j) Must employ anti-tampering mechanism
  - k) Capability to recertify vehicles
  - l) Recertified vehicles must be recorded in an audit table.
  - m) Certification data must be associated to authorized system user
  - n) Reject media which are not associated with current event and applicant
  - o) Capture vehicle audit records.
  - p) Create a printed certification record
  - q) Administrative reporting capabilities.
- 3 Debris Disposal Site Management Completed Per-Unit point of origin transactions must be received at the approved disposal site Transactions are not considered complete until they are processed thru the receiving applications. At a minimum, the system must provide the capability to.
- a) Accept site configuration data at the beginning of each work day.
  - b) Dynamically configure receiving application based on site configuration data.

- c) Display certification data and photo from driver smart card so that ticket/tower personnel can perform a field audit of truck/trailer to assure data matches certification and placard number
  - d) Accept loads where
    - Mission and applicant are valid
    - Media authentication data is valid and unaltered
    - Media contains valid load data.
  - e) Designate debris type
  - f) Record debris volume (based on unit of measure).
  - g) Receive volume or per unit loads
  - h) Identify original load data
  - i) Identify duplicate load data.
  - j) Configure number of hard copies
  - k) Create load data record in internal storage
  - l) Create backup copy of internal storage
  - m) Prepare driver media for next load.
  - n) Increment driver smart card based on total CY counter value
  - o) Continuously calculate and present real-time disposal site statistics
  - p) Re-print load ticket data
  - q) Interface with durable outdoor printer
  - r) Preserve in its original state, and then transmit daily transaction data
  - s) Associate ticket/tower personnel credentials with each received load.
4. **Field Administrative Functions** The system must have the capability to perform administrative duties in the field Requirements include the capability to edit user roles, verify vehicle audit information, display real-time collection volumes, and review ticket/ tower personnel GPS audit logs At a minimum, the system must provide the capability to.



- a) Change ticket/tower personnel identification badge roles and responsibilities
  - b) Review media total CY counter value.
  - c) Audit vehicle certification data.
  - d) Validate/Invalidate smart cards
  - e) Reinitiate security sequence for ticket/tower personnel or media.
  - f) In tabular format, display the results of ticket/tower GPS audit files by limiting access to the internet data or by the City's secure server
5. Data Consolidation and Analysis/Reports Generation: Transactional data must be summarized, validated, presented and audited to provide an overall status of mission performance. The system must facilitate billing, error reporting, performance tracking and graphical data preparation. At a minimum the Data Consolidation/Data Storage and Data Analysis/Reports tools must provide the capability to
- a) Accept transactional data sets from multiple debris location systems
  - b) Recognize multiple mission/applicant configurations.
  - c) Grant access to authorized authenticated users or processes
  - d) Contain a master record of:
    - Roles and responsibilities.
    - Ticket/tower personnel credentials and other data.
    - Certification credentials and other data
    - Mission data
    - Applicant data
    - Geospatial data
      - Street centerlines.
      - City/County outlines
      - Population and demographic
      - Elevation.
      - Wetlands delineation.
      - Historic and Environmentally Sensitive areas.
      - Debris work zones
      - Parcel data.
      - Land use.
      - FEMA flood zones.
    - Graphically depict:
      - Load locations by contractor
      - Load locations by subcontractor

- Load locations by driver
  - Load locations by ticket/tower personnel
  - Load locations by date range
  - Load locations by zone
  - Load locations by applicant
  - Load locations by mission
  - Load locations by debris type
  - Load locations by disposal site
  - Load locations by land use
- Thematic mapping techniques to distinguish different data by color and/or symbol
- Identify data attributes for a single point of data.
- Select one of many points of data.
- Calculate operational efficiency statistics such as.
  - Trip Turnaround time
  - Trip distance to disposal site (straight line projection sorted by 0-15 miles, 16-30 miles, 31-60 miles and greater than 61 miles).
  - Average container - fill percentage
  - Average tower manager load call
  - Load call trend data e.g., by tower managers, contractor, subcontractor, driver, etc
- Dynamically configure user interface in response to point data selection to limit user authorities.
- Multiple data selections generate tubular data reports
- Filter mechanism to highlight geospatial data
- Control data access using role-based security
- User interface and access to underlying system data must dynamically configure at run time through the presentation of appropriate user credentials
- Manage data ownership
- Provide access based on security role model.
- Identify and distribute “owned” transactional datasets to limit internet access to the website data to view only your data.
- Prevent distributed data from being reprocessed for billing purposes.
- Identify billing data sets based on parameters such as
  - Time/Date
  - Contractor/Subcontractor
  - Debris type
  - Debris disposal method (haul-in, reduction, open burn, incineration, haul-out, leave in place, etc.)
  - Haul distance
- Route billing data sets via defined and customized workflow rules
- Approved billing data sets
- Communicate general event status e.g..
  - Total CY hauled (by debris type)

- Total CY by disposal site
    - Total CY by contractor/subcontractor
    - Total CY by work zone/sector
    - Total CY by certified vehicle
    - Number of vehicles utilized
    - Number of ticket/tower personnel resources assigned
  - Manage user roles, responsibilities and passwords.
  - Prevent modification to original data by unauthorized or unauthenticated users
  - Insert audit records into audit tables for all insertions, modifications, and deletions to original data.
- 6 Field Architecture – The field-based system must be characterized by the following general statements of direction with respect to construction, operability, supportability and security At a minimum, the system must.
- Require user authentication credentials
  - Display current version at application start-up.
  - Synchronized with Greenwich Mean Time (GMT) for all date/time fields
  - System must utilize location specific configuration data to initiate a warm start sequence for global positioning system
  - System must remain in a ready state by default.
  - Acknowledge successful card write via display status message.
  - Create identification structures which utilize encryption technologies
  - Employ anti-tamper and anti-tearing methods and technologies
  - Where applicable, utilize 3 DES data encryption technologies to protect data
  - Perform validation and checksum (a running production total of cubic yards or appropriate payment capacity) stored on each debris vehicle's removable media.
- 7 Back-office Architecture – At a minimum, the back-office applications must be characterized by the following general statements of direction with respect to construction, operability, supportability and security
- Utilize relational database technology.
  - Employ geospatial analysis tools for data visualization.
  - Enable audit ability for.
    - Data insertion
    - Data modification
    - Data deletion
  - Prevent field and row level data deletion
  - All access to data must be controlled
  - Store certification and other identification data using encrypted relational technology
  - Reside in a secure internet environment

- Preserve base transactional data in its original state prior to processing or consolidation with other data
8. Initial Startup Procedure for Debris Removal – Debris missions are critical to emergency response and the Consultant should be adequately prepared to respond.



**ATTACHMENT ‘B’**  
**RFP 2020- 003 PRICE SHEET**

Operations Contract Bid Sheet  
INVITATION/BID RFP2020-002 Emergency Response & Recovery Services  
OPENING DATE 2/12/20

| Unit                              | Field Name and Description Attachment "B"<br>(All Final Disposal Sites are Approved by the City Prior to Final Disposal) | Cost Per Unit | Estimated<br>Total Units | Total Cost |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------|------------|
| <b>Collect &amp; Haul</b>         |                                                                                                                          |               |                          |            |
| CY                                | 0-15 miles Veg from ROW to DMS                                                                                           | \$7 95        | 1                        | \$7 95     |
| CY                                | 15.01-30 miles Veg from ROW to DMS                                                                                       | \$8 95        | 1                        | \$8 95     |
| CY                                | 30 01-60 miles Veg from ROW to DMS                                                                                       | \$9 95        | 1                        | \$9 95     |
| CY                                | Greater than 60 miles Veg from ROW to DMS                                                                                | \$10 95       | 1                        | \$10 95    |
| CY                                | Single price - Veg from ROW to DMS                                                                                       | \$9 50        | 1                        | \$9 50     |
| <b>Management and Reduction</b>   |                                                                                                                          |               |                          |            |
| CY                                | Grinding/Chipping vegetative debris                                                                                      | \$2 65        | 1                        | \$2 65     |
| CY                                | Air curtain burning vegetative debris                                                                                    | \$2 15        | 1                        | \$2 15     |
| CY                                | Open burning vegetative debris                                                                                           | \$1 65        | 1                        | \$1 65     |
| CY                                | Compacting vegetative debris                                                                                             | \$1.00        | 1                        | \$1 00     |
| CY                                | Preparation, Management & Segregating debris at Management Site (DMS)                                                    | \$1.45        | 1                        | \$1 45     |
| <b>C &amp; D Collect and Haul</b> |                                                                                                                          |               |                          |            |
| CY                                | 0-15 Miles C&D collect and removal                                                                                       | \$7 95        | 1                        | \$7 95     |
| CY                                | 15 01-30 Miles C&D collect and removal                                                                                   | \$8 95        | 1                        | \$8 95     |
| CY                                | 30 01-60 Miles C&D collect and removal                                                                                   | \$10 50       | 1                        | \$10.50    |
| CY                                | Greater than 60 Miles C&D collect and removal                                                                            | \$12 00       | 1                        | \$12 00    |
| <b>Final Disposal</b>             |                                                                                                                          |               |                          |            |
| CY                                | 0-15 Miles DMS to final disposal site                                                                                    | \$4 50        | 1                        | \$4 50     |
| CY                                | 15 01-30 Miles DMS to final disposal site                                                                                | \$6 75        | 1                        | \$6 75     |
| CY                                | 30 01-60 Miles DMS to final disposal site                                                                                | \$8 75        | 1                        | \$8 75     |
| CY                                | Greater than 60 Miles. DMS to final disposal site                                                                        | \$9 50        | 1                        | \$9.50     |
| CY                                | Single Price - DMS to final disposal site                                                                                | \$8 00        | 1                        | \$8 00     |
| CY                                | Tipping Fees (pass through cost with-out markup) (Vegetative)                                                            | pass thru     | 1                        | pass thru  |
| CY                                | Tipping Fees (pass through cost with-out markup) (Mixed)                                                                 | pass thru     | 1                        | pass thru  |
| CY                                | Tipping Fees (C & D) - fee includes negotiated contract price or pass through amount for C & D                           | pass thru     | 1                        | pass thru  |
| <b>Tree Operations</b>            |                                                                                                                          |               |                          |            |
| Tree                              | 6" to less than 13" Hazardous Tree                                                                                       | \$55 00       | 1                        | \$55 00    |
| Tree                              | 13" to less than 25" Hazardous Tree                                                                                      | \$110.00      | 1                        | \$110 00   |
| Tree                              | 25" to less than 37" Hazardous Tree                                                                                      | \$250 00      | 1                        | \$250 00   |
| Tree                              | 37" to less than 48". Hazardous Tree                                                                                     | \$425 00      | 1                        | \$425 00   |
| Tree                              | 48" diameter and greater Hazardous Tree                                                                                  | \$600.00      | 1                        | \$600 00   |
| Hanger(s)                         | Hazardous limbs or hangers removal to be paid on per tree basis                                                          | \$80 00       | 1                        | \$80.00    |
| Stump                             | Greater than 24" to less than 49" diameter Hazardous stump removal                                                       | \$325 00      | 1                        | \$325 00   |
| Stump                             | 49" and greater diameter Hazardous stump removal                                                                         | \$425 00      | 1                        | \$425 00   |
| CY                                | Stump Fill Dirt ( Fill stump holes after removal)                                                                        | \$13 00       | 1                        | \$13 00    |
| <b>Specialty Removal</b>          |                                                                                                                          |               |                          |            |
| CY                                | Waterway Debris Removal (Canals, Rivers, Creeks, Streams & Ditches)                                                      | \$26 50       | 1                        | \$26 50    |
| CY                                | Sand Collection and Screening                                                                                            | \$11 00       | 1                        | \$11.00    |
| Unit                              | Vehicle Removal                                                                                                          | \$150 00      | 1                        | \$150 00   |
| LF                                | Vessel Removal (Land)                                                                                                    | \$34 00       | 1                        | \$34 00    |
| LF                                | Vessel Removal (Marine)                                                                                                  | \$49.00       | 1                        | \$49 00    |
| Pound                             | Carcass Removal                                                                                                          | \$1 00        | 1                        | \$1 00     |
| Unit                              | ROW White Goods Removal                                                                                                  | \$35 00       | 1                        | \$35 00    |

|                                                                                        |                                                             |             |   |             |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------|-------------|---|-------------|
| Unit                                                                                   | Freon Management                                            | \$30 00     | 1 | \$30 00     |
| CY                                                                                     | Demolition of Private Structure                             | \$13 25     | 1 | \$13 25     |
| Unit                                                                                   | Electronic Waste                                            | \$35 00     | 1 | \$35 00     |
| CY                                                                                     | Silt Removal                                                | \$15 00     | 1 | \$15 00     |
| CY                                                                                     | Putrescent Removal                                          | \$19.00     | 1 | \$19 00     |
| Pound                                                                                  | Bio waste                                                   | \$6 00      | 1 | \$6 00      |
| Pound                                                                                  | Household Hazardous Waste (HHW) removal and disposal        | \$3 00      | 1 | \$3.00      |
| <b>Restoration</b>                                                                     |                                                             |             |   |             |
| CY                                                                                     | Lake Restoration (Berm Construction)                        | \$17.00     | 1 | \$17 00     |
| LF                                                                                     | Canal Shoreline Restoration                                 | \$19 75     | 1 | \$19.75     |
| Hour                                                                                   | Sr. Technician/Field Supervisor                             | \$63 00     | 1 | \$63 00     |
| Hour                                                                                   | Clerical Staff                                              | \$30 00     | 1 | \$30.00     |
| Hour                                                                                   | Clerical Supervisor                                         | \$48 00     | 1 | \$48 00     |
| <b>Optional Services</b>                                                               |                                                             |             |   |             |
| CY                                                                                     | Debris Removal and Restoration of Canals                    | \$42 50     | 1 | \$42 50     |
| Per Vehicle                                                                            | Motor Vehicles                                              | \$525 00    | 1 | \$525.00    |
| Per Vessel                                                                             | Boats                                                       | \$1,500.00  | 1 | \$1,500 00  |
| Hour                                                                                   | Hazardous Waste and Contaminated Debris Management          | \$1,400 00  | 1 | \$1,400.00  |
| Hour                                                                                   | Fire Suppression Support                                    | \$110.00    | 1 | \$110.00    |
| Gal.                                                                                   | Emergency Potable Water                                     | \$4 00      | 1 | \$4 00      |
| Lbs                                                                                    | Emergency Delivery of Ice                                   | \$4 90      | 1 | \$4 90      |
| Day                                                                                    | Temporary Bathrooms Showers, Kitchens and Feeding Locations | \$32,000 00 | 1 | \$32,000.00 |
| Day                                                                                    | Temporary Satellite Communications                          | \$75.00     | 1 | \$75 00     |
| Day                                                                                    | Emergency Power Generation                                  | **          | 1 | **          |
| Hour                                                                                   | Pumping and Water Relocation/Removal for Flood Control      | **          | 1 | **          |
| LF                                                                                     | Sewer, Culvert, and Catch Basin Cleaning                    | \$23 00     | 1 | \$23.00     |
| SF                                                                                     | Decontamination of Buildings and Facilities                 | \$8 00      | 1 | \$8.00      |
| CY                                                                                     | Mold Remediation                                            | \$48 00     | 1 | \$48 00     |
| <b>*****Vendor Acknowledged the Addendum*****</b>                                      |                                                             |             |   |             |
| <b>Definitions.</b>                                                                    |                                                             |             |   |             |
| *VEG=Vegetation                                                                        |                                                             |             |   |             |
| *ROW=Right-Of-Way                                                                      |                                                             |             |   |             |
| *DMS=Debris Management Site                                                            |                                                             |             |   |             |
| ** See Attached Hourly Fee Schedule                                                    |                                                             |             |   |             |
| the point of break, creating an immediate threat to a public use area or Right-of-Way. |                                                             |             |   |             |



## Generator Hourly Rates

| Equipment Type | Equipment Type | Capacity | Capacity | Notes    | Unit | Hourly Cost |
|----------------|----------------|----------|----------|----------|------|-------------|
| Generator      | Prime Output   | 5 KW     | to 10    |          | hour | 36.70       |
| Generator      | Prime Output   | 16 KW    | to 25    |          | hour | 42.45       |
| Generator      | Prime Output   | 43 KW    | to 65    |          | hour | 53.00       |
| Generator      | Prime Output   | 100 KW   | to 125   |          | hour | 80.90       |
| Generator      | Prime Output   | 150 KW   | to 240   |          | hour | 102.00      |
| Generator      | Prime Output   | 210 KW   | to 300   |          | hour | 119.45      |
| Generator      | Prime Output   | 280 KW   | to 400   |          | hour | 144.50      |
| Generator      | Prime Output   | 350 KW   | to 500   |          | hour | 158.70      |
| Generator      | Prime Output   | 530 KW   | to 750   |          | hour | 246.60      |
| Generator      | Prime Output   | 710 KW   | to 1000  |          | hour | 342.80      |
| Generator      | Prime Output   | 1100 KW  | to 1500  | Open     | hour | 520.60      |
| Generator      | Prime Output   | 2500 KW  | to 3000  |          | hour | 779.25      |
| Generator      | Prime Output   | 1,000 KW | to 1645  | Enclosed | hour | 747.70      |
| Generator      | Prime Output   | 1,500 KW | to 2500  | Enclosed | hour | 747.70      |
| Generator      | Prime Output   | 1100KW   | 2500     | Enclosed | hour | 726.10      |
| Generator      | Prime Output   | 40KW     | 60       |          | hour | 52.70       |
| Generator      | Prime Output   | 20KW     | 40       |          | hour | 50.65       |

\* Mobilization/Demobilization, Connection Hardware, Switchgear and Certified Electrician installation are all at cost, no markup.





## Pump Hourly Rates

| Equipment         | Capacity              | Capacity                |        | Notes                                   | Unit | Cost       |
|-------------------|-----------------------|-------------------------|--------|-----------------------------------------|------|------------|
| Hose, Discharge   | Diameter              | 3 In                    |        | Per 25 foot length. Includes couplings. | hour | \$0 21     |
| Hose, Discharge   | Diameter              | 4 In                    |        | Per 25 foot length Includes couplings   | hour | \$0 34     |
| Hose, Discharge   | Diameter              | 6 In                    |        | Per 25 foot length. Includes couplings. | hour | \$0.84     |
| Hose, Discharge   | Diameter              | 8 In                    |        | Per 25 foot length Includes couplings   | hour | \$0 84     |
| Hose, Discharge   | Diameter              | 12 In                   |        | Per 25 foot length Includes couplings   | hour | \$1 26     |
| Hose, Discharge   | Diameter              | 16 In                   |        | Per 25 foot length Includes couplings   | hour | \$2 40     |
| Hose, Suction     | Diameter              | 3 In                    |        | Per 25 foot length Includes couplings   | hour | \$0 42     |
| Hose, Suction     | Diameter              | 4 In                    |        | Per 25 foot length Includes couplings.  | hour | \$0.50     |
| Hose, Suction     | Diameter              | 6 In                    |        | Per 25 foot length Includes couplings   | hour | \$1 61     |
| Hose, Suction     | Diameter              | 8 In                    |        | Per 25 foot length. Includes couplings  | hour | \$1 54     |
| Hose, Suction     | Diameter              | 12 In                   |        | Per 25 foot length Includes couplings   | hour | \$2 40     |
| Hose, Suction     | Diameter              | 16 In                   |        | Per 25 foot length Includes couplings   | hour | \$4 41     |
| Pump - Trash Pump | 10 MTC                | 2" Pump                 | to 7   | 10,000 gph                              | hour | \$ 39.25   |
| Pump              | Centrifugal, 8M pump  | 2" - 10,000 gal/hr.     | to 4.5 | Hoses not included                      | hour | \$ 40 55   |
| Pump              | Diaphragm pump        | 2" - 3,000 gal/hr       | to 6   | Hoses not included                      | hour | \$ 41 45   |
| Pump              | Centrifugal, 18M pump | 3" - 18,000 gal/hr pump | to 10  | Hoses not included.                     | hour | \$ 43.20   |
| Pump              |                       |                         | to 15  | Hoses not included.                     | hour | \$ 46.42   |
| Pump              |                       |                         | to 25  | Hoses not included                      | hour | \$ 51 04   |
| Pump              |                       |                         | to 40  | Hoses not included                      | hour | \$ 55 10\$ |
| Pump              | 4" - 40,000 gal/hr.   | 4" - 40,000 gal/hr      | to 60  | Hoses not included                      | hour | \$ 69 94   |
| Pump              |                       |                         | to 95  | Hoses not included                      | hour | \$ 76 80   |
| Pump              |                       |                         | to 140 | Hoses not included.                     | hour | \$ 83 10   |



|      |  |  |        |                         |      |           |
|------|--|--|--------|-------------------------|------|-----------|
| Pump |  |  | to 200 | Hoses not included.     | hour | \$ 102.00 |
| Pump |  |  | to 275 | Does not include Hoses  | hour | \$125 60  |
| Pump |  |  | to 350 | Does not include Hoses  | hour | \$ 146 80 |
| Pump |  |  | to 425 | Does not include Hoses  | hour | \$ 167 25 |
| Pump |  |  | to 500 | Does not include Hoses. | hour | \$ 191 60 |
| Pump |  |  | to 575 | Does not include Hoses  | hour | \$ 218.65 |
| Pump |  |  | to 650 | Does not include Hoses  | hour | \$ 251 60 |

*\* Mobilization/Demobilization, Additional Hardware, and Pump installation are all at cost, no markup*

## **ITEM 7.C**

### **Debris Monitoring contract extension**

#### **Request**

Approval to extend the Disaster Response Services Contract for debris monitoring with Thompson Consulting Services (contract# 20230036) for one year.

#### **Explanation**

On 3/17/2020, the City Commission approved the selection of Thompson Consulting Services for the Disaster Response Services Contract for Debris Monitoring. This contract was for one year with the option of four one-year extensions. The contract will expire on 3/23/2024. This will be the fourth and final extension of this contract. Under this contract, Thompson Consulting Services will work hand in hand with the debris removal contractor(s) to ensure that all debris is properly accounted for and processed in the correct way so that the City will be eligible for federal/state reimbursement. The City would like to request approval to extend this contract for one-year with a new expiration date of 3/23/2025.

#### **Recommendation**

Approval to extend the Disaster Response Service Contract for debris monitoring with Thompson Consulting Services for one-year with a new expiration date of 3/23/2025.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Public Works & Engineering

Presenter:

#### **Attachment(s):**

1. (S) Thompson Contract Renewal
2. Thompson Disaster Debris Monitoring Contract 03.23.2020

## Contract Extension Agreement

This **Extension Agreement**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **City of Kissimmee**, A Florida municipal corporation hereinafter termed the "Owner", and **Thompson Consulting Services**, hereinafter termed the "Contractor".

### WITNESSETH

**WHEREAS**, the parties entered into a certain Contract Agreement for Disaster debris Removal Services on the 23 day of March 2020.

**WHEREAS**, the parties agree to extend the term of the Contract Agreement in accordance with the terms of the Contract Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

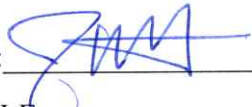
1. The parties agree to extend the term of the Contract Agreement for a period of 1 year (s), which shall be from the extension effective date to March 23<sup>rd</sup>, 2025.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

CITY OF KISSIMMEE, FLORIDA

THOMPSON CONSULTING SERVICES, LLC

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: President

DATE: \_\_\_\_\_

DATE: 01/04/2024



**AGREEMENT BETWEEN CITY OF KISSIMMEE  
and THOMPSON  
CONSULTING SERVICE**

**THIS AGREEMENT** is made and entered this 23rd day of March, 2020 by and between the **CITY OF KISSIMMEE**, a Florida municipal corporation whose address is 101 Church Street, Kissimmee, FL 34741 (hereinafter "CITY") and **Thompson Consulting Services, LLC.**, whose address is 1135 Townpark Avenue, Suite 2101, Lake Mary, Fl. 32746 hereinafter referred to as ("CONTRACTOR"), and each represents as follows

**WHEREAS**, CITY is in need of Emergency Response and Recovery Services in the form of Disaster Debris Monitoring, including but not limited to large scale disaster debris removal, separation, staging, disposal, demolition, and construction debris removal, tree-trimming, and stump grinding and removal, and other emergency clean-up services following a disaster event, as more particularly described herein in the Scope of Services, and hereinafter collectively referred to as "Services", and

**WHEREAS**, CITY advertised RFP 2020-003 Titled "Disaster Debris Monitoring" based on the competitive selection process, consistent with the City's procurement policies the CITY determined that Thompson Consulting Services, LLC. is qualified to provide the services and awarded the contract to Thompson Consulting Services, LLC consistent with the terms, conditions and requirements of the RFP; and

**WHEREAS**, based on the competitive selection process the CITY has determined that CONTRACTOR, is qualified to provide the services and desires to award the contract to CONTRACTOR consistent with the terms, conditions and requirements of the RFQ, and

**WHEREAS**, the Contractor agrees to provide the services as further enumerated herein.

**NOW THEREFORE**, in consideration of the mutual covenants, terms, and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

1. **RECITALS** The foregoing recitals are true and correct and specifically incorporated herein and made a part of this Agreement
2. **TERM**. This Agreement shall be effective for a term of one-year from the date of execution of the agreement, with the option of four consecutive one-year renewals.
3. **SCOPE OF SERVICES** CONTRACTOR shall provide emergency disaster debris monitoring services ("Work") as defined by the Request for Proposal, and any addenda thereto, attached hereto as Exhibit "A" and incorporated by reference and made a binding

part hereof Following a declared emergency, the Contractor shall perform the Work in accordance Contractor's Proposal for the City, and the Price Proposal attached as Exhibit "B" and incorporated herein. The work shall commence upon receipt of a Work / Release Order issued by the City. Each Work Order shall describe the work required and will state the dates of performance of services, and payment shall be made in accordance with the price schedule included in the Price Proposal.

CONTRACTOR is licensed to perform these services by the State of Florida CONTRACTOR shall also be bound by all requirements contained in the solicitation package and any addenda thereto CONTRACTOR's services are further enumerated and described in Attachment "A "

4 **REPRESENTATIONS.** CONTRACTOR hereby represents to the CITY that.

- a CONTRACTOR has the experience and skill to perform the services required by this Agreement
- b. CONTRACTOR will provide and employ personnel qualified and experienced in their profession to perform the services required. CITY may at any time require CONTRACTOR to remove any person employed in connection with the performance of services who, in CITY's sole discretion, is not suitable for the performance of the duties required CONTRACTOR shall immediately remove the individual from performance of work under this Agreement without hesitation or challenges to CITY
- c CONTRACTOR will comply with applicable federal, state and local laws and codes. CONTRACTOR and any personnel performing services shall secure all licenses and certifications necessary for initiation and completion of the services contained herein and shall be responsible for the payment of all license and certification fees CONTRACTOR shall, upon request, provide the CITY with proof of certification compliance
- d CONTRACTOR will perform services in accordance with generally accepted professional standards in the most expeditious and economical manner, consistent with the best interest of the CITY
- e CONTRACTOR is adequately financed to meet any financial obligations it may be required to incur under this Agreement
- f Contractor has not been suspended or debarred and can be awarded a contract funding with Federal Assistance.
- g Contractor agrees to comply with all applicable standards, orders, or regulations issued

pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387) and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA)

- h. Contractor shall comply with the provisions of 40 U S C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) which requires Contractors to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours

5 **INDEPENDENT CONTRACTOR.** The parties hereto agree that CONTRACTOR is an independent contractor to the CITY. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, employee and employer, partnership, joint venture, or any other similar or representative relationship between the parties hereto CONTRACTOR and each of its employees will act as an independent contractor and not as employees of the CITY.

6 **PAYMENT.** Invoices shall provide details of all project expenses authorized by the Agreement Upon review and approval of CONTRACTOR's invoice and verification that services have been rendered in conformity with this Agreement, CITY, through payment issued by the Public Works Department, shall pay CONTRACTOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes CONTRACTOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from CITY's receipt of the invoice

7 **INSURANCE REQUIREMENTS**

a **Proof of Insurance:** CONTRACTOR shall submit proof of the required insurance to CITY in the form of Certificates of Insurance Such certificates shall clearly show the insurance coverage required under this Agreement In the case of Commercial General Liability Insurance, a copy of the Additional Insured Endorsement page issued by the underwriting insurance showing that CITY has been listed as an Additional Insured shall accompany the Certificate of Insurance Said Certificate of Insurance shall also provide that any company issuing an insurance policy for the Work shall provide not less than thirty (30) days advance written notice to the City prior to cancellation, termination, or material change of any policy of insurance In the event of non-payment of premium not less than (10) days advance notice in writing shall be required Contractor shall immediately provide written notice to the City upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

b **Waiver of Subrogation.** The Contractor and its Subcontractors shall require their

insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, its officers, elected officials, agents and employees and against other Contractors and Subcontractors.

- c. Commercial General Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and a deductible amount of not more than \$10,000 per claim. The Commercial General Liability Insurance Policy shall be endorsed to list CITY as an Additional Insured, be written on an occurrence basis, not claims made, and be issued by an insurance company licensed to do business in the State of Florida with an A.M. Best's rating of A- or higher. Other specific policy endorsements may be required depending on the type and scope of work to be performed.
- d. Business Automobile Liability CONTRACTOR shall maintain in force for the duration of the contracted period Business Automobile Liability Insurance with a limit not less than \$1,000,000.00 each accident for owned, non-owned and hired automobiles.
- e. Workers Compensation & Employer's Liability Insurance CONTRACTOR shall maintain in force for the duration of the contracted period Florida Worker Compensation Insurance at statutory limits and Employer's Liability Insurance with limits of at least \$500,000 each accident, \$500,000 each disease/employee and \$500,000 per disease/policy limit.
- f. All coverage for CONTRACTOR's subcontractors shall be subject to all the requirements stated herein. CONTRACTOR and subcontractors shall bear all costs and expenses associated with acquisition and maintenance of all policies required herein.

## 9 TERMINATION

- a. CITY may terminate this Agreement, or any Work Order issued, or any part thereof, at any time for its sole convenience by giving thirty (30) days written notice of termination to CONTRACTOR.
- b. CITY may terminate this Agreement upon written notice to CONTRACTOR in the event CONTRACTOR defaults on any of the terms and conditions of this Agreement and such failure continues for a period of fifteen (15) days following notice from CITY specifying the default.



- c Notwithstanding the foregoing, CITY may immediately terminate this Agreement, without providing CONTRACTOR with notice of default or opportunity to cure, if CITY determines that CONTRACTOR has failed to comply with any of the terms and conditions of this Agreement related to safety, indemnification or insurance coverage
- d. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to the CONTRACTOR but without an opportunity to cure, if CITY determines CONTRACTOR knowingly furnished any representation, warranty or certification in connection with the solicitation of CONTRACTOR's bid or this Agreement, which representation was materially false, deceptive, incorrect, or incomplete
- e Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Agreement by providing written notice to CONTRACTOR if the State of Florida or the federal government enacts a law, which removes or restricts authority of CITY to conduct all or part of its function.
- f Upon receipt of such notice of termination, CONTRACTOR shall (1) discontinue the terminated work in accordance with CITY's instructions, (2) thereafter perform only such portion of the work not terminated, (3) not place further orders or enter into further subcontracts for services related to this Agreement, and (4) terminate all existing orders and subcontracts insofar as such orders and subcontracts relate to performance of this Agreement
- g There shall be no termination charges for services not yet provided CITY will be responsible for payment of authorized services already provided by CONTRACTOR but not yet invoiced, provided such services have been approved by the CITY. Upon payment of CONTRACTOR's claims, CITY shall be entitled to all work and materials paid for
- h. Before assuming any payment obligation under this section, CITY may inspect CONTRACTOR's work in process and audit all relevant documents prior to paying CONTRACTOR's invoice
- i There shall be no charges for termination of orders for services Notwithstanding anything to the contrary, CONTRACTOR shall not be compensated in any way for any work done after receipt of CITY's notice, nor for any costs incurred by CONTRACTOR's suppliers or subcontractors after CONTRACTOR receives the notice, nor for any costs CONTRACTOR could have reasonably avoided

- 10 **FORCE MAJEURE.** Neither party shall be responsible for its failure to perform due to causes beyond its reasonable control, such as acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), theft, war, riot, embargoes, military or usurped power or confiscation, terrorist activities, or an event for which a declaration of emergency is issued by legally empowered local, state, or federal governing authorities.
- 11 **INDEMNIFICATION.** To the extent permitted by law, CONTRACTOR hereby releases and waives all claims against the CITY, its officers, employees, agents, independent Contractors for any injury or damaged to the person, property, or business of CONTRACTOR agents, employees, sub-Contractors, or other persons, for which injury or damaged results from any act, neglect, occurrence, or condition in or about any CITY properties whether such damage is caused by the CITY or any other person Nothing in the agreement shall be construed as a waiver of the CITY's statutory sovereign immunity pursuant to Section 768 28, Florida Statutes

CONTRACTOR agrees to indemnify and hold harmless the CITY, its agents, officers, employees against any and all claims, demands, liabilities, penalties, forfeitures, suits, judgments and the associated costs and expenses (including attorney's fees) of every kind and nature, for the enforcement, defense, or appeals thereof arise from CONTRACTOR's performance of the Agreement or any breach or default thereof by CONTRACTOR.

12. **NON-DISCRIMINATION.** CONTRACTOR agrees not to discriminate against any citizen, employee or employment applicant on the basis of race, color, religion, national original, ancestry, sex, marital status or age in the performance of the obligations of this Agreement. Violation of this provision shall be treated as a breach of this Agreement
- 13 **NONASSIGNMENT; SUBCONTRACTOR.** CONTRACTOR may neither assign nor factor any rights in nor delegate any obligations under this Agreement or any portion thereof without the consent of CITY CITY may cancel this Agreement for cause should CONTRACTOR attempt to make an unauthorized assignment of any right or obligation arising hereunder. This Agreement may be amended only in writing signed by the parties. Nothing contained in this Agreement will be construed as establishing any contractual relationship between CITY and any subcontractor to CONTRACTOR. CONTRACTOR will be fully responsible to CITY for the acts and omissions of the CONTRACTOR's subcontractor(s) and their employees. When subcontracting is allowed, any changes in subcontractors shall require prior written approval by CITY,
- 14 **PUBLIC RECORDS LAW** The Contractor acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes,

to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the Contractor shall keep and maintain public records required by the City to perform the service.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the Custodian of Public Records at 407-518-2308, [cityclerkemail@kissimmee.org](mailto:cityclerkemail@kissimmee.org), and 101 Church Street, Kissimmee, Florida 34741.**

- a. If the City's Custodian of Records requests records from the Contractor, the Contractor shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by the City of Kissimmee, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- b. The Contractor shall 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 records to the City.
- c. Upon completion of the contract, the Contractor shall transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City 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 records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Contract.
- d. Upon notice to the Contractor of a request to inspect or copy public records relating to a City's contract for services, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- e. If the Contractor does not comply with the City's request for records, such failure shall constitute a material breach and the Contract shall terminate upon notice by the City.

- f. A Contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under Florida Statutes §119 10
- g Any and all time records and cost data shall be maintained in accordance with generally accepted accounting principles.
- h CONTRACTOR shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of federal and state regulatory agencies and this Agreement. CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying. Copying of CONTRACTOR's books, records, documents, time records and cost accounts, and other evidence shall be at the CITY's expense.
- 1 The CONTRACTOR shall maintain and allow access to the records for a period of three (3) years after the completion of the services provided under this Agreement and date of final payment for said services, or date of termination of this Agreement
- 15 **APPLICABLE LAWS** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida
- 16 **JURY TRIAL WAIVER; VENUE; WAIVER OF ATTORNEY FEES** CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce this Agreement.
- 17. **WAIVER.** No failure of CITY to insist upon strict performance in any one or more terms of this Agreement, nor any failure of CITY to exercise any right or remedy under this Agreement shall constitute a waiver of any such term, right or remedy the CITY may have, or of future rights to enforce compliance
- 18 **NOTICES** All notices and demands shall be sent U S Certified Mail, return receipt to

**As to CONTRACTOR:**

Thompson Consulting Services, LLC.  
Jon Hoyle, President  
1135 Townpark Avenue, Suite 2101  
Lake Mary, Fl. 32746

**As to CITY:**

City of Kissimmee  
City Attorney's Office  
101 Church St., 5<sup>th</sup> Floor  
Kissimmee, FL 34741

- 19 **ENTIRETY OF AGREEMENT.** This Agreement, including any attachments and exhibits referred to herein shall constitute the entire Agreement of the parties Any prior



understanding or representations of any kind preceding the date of this Agreement shall not be binding on either party except as incorporated herein

20. **MODIFICATIONS.** Any modifications or additional obligations assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party
21. **BINDING.** This Agreement shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors, and assigns as permitted by this Agreement
22. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it
23. **ATTACHMENTS** The Attachments listed hereto are incorporated by reference and will be binding on the parties. In the event of any inconsistency between the Attachments, the provision of this Agreement will govern and control

*Signature Page to Follow*

IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement as of the date set forth below



**CONTRACTOR**

By: [Signature]

Title President

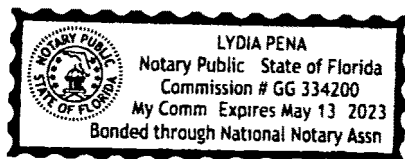
Date: 3/4/20

STATE OF FLORIDA  
COUNTY OF Florida

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of MARCH, 2020, by Jon Hoyle as President of Thompson Consulting, LLC, a Florida corporation, who is personally known to me or has produced identification

Notary Seal

Notary Lydia Pena  
Print Name: Lydia Pena  
My Commission Expires. May 13, 2023



**CITY OF KISSIMMEE**

By: [Signature]  
Jose Alvarez, Mayor-Commissioner

Date: March 23, 2020



ATTEST:

[Signature]  
Linda Hansell, City Clerk

Approved as to form a legal sufficiency.

[Signature]  
City Attorney

**ATTACHMENT "A"**  
**SCOPE OF SERVICES- RFP 2020-003**

**DEBRIS MONITORING SERVICES**

Disaster Response Administrations and Documentation. Upon notification by the City, the Consultant/Contractor will provide the following services.

- A. Assign a project manager, who will be responsible for the monitoring of all debris contractors/teams. The assigned project manager will oversee the Consultant/Contractor monitoring teams and will be designated as the City of Kissimmee's point of contact (POC) The project manager will be provided operating space at City Hall, 101 Church Street, Kissimmee, Florida, 34741 or other location as determined by the City The assigned project manager will assign operation managers to oversee each individual debris recovery contractor/team The City will provide the assigned project manager with all of the necessary resources and other agency support to ensure completion of the task in a timely manner. The City will provide the assigned project manager with detailed implementation instructions from all agencies who are tasked to support debris removal The Project Manager's responsibilities will also include
- 1 Coordinating daily briefings, work progress, staffing, and other key items with the City
  - 2 Scheduling work for all debris team members and contractors on a daily basis
  - 3 Scheduling and managing field staff
  - 4 Monitoring recovery contractor's progress and making/implementing recommendations to improve efficiency and speed up recovery process/work
  - 5 Assisting the City with responding to public concerns and comments
  - 6 Conducting safety inspections
  7. Ensuring compliance with contracts by all subcontractors.
  - 8 Scheduling and running periodic meetings with field staff and contractors
  - 9 Oversight of the FEMA/FHWA reimbursement process and procedures
- B A project management team consisting of the following members at a minimum shall be established.
1. Project Manager

- 2 Operations Manager(s)
- 3 FEMA Coordinator
- 4 Scheduler/Expeditors
- 5 GIS Analyst
6. Computer Analyst
7. Field Supervisor(s)
8. Debris Site/Tower Monitors
9. Environmental Specialist
- 10 Project Inspectors (Citizen Site Monitors)
- 11 Project Inspectors (Load Ticket Data Entry Clerks/QA/QC)
- 12 Billing and Invoice Analysts
- 13 Administrative Assistant(s)
- 14 Field Coordinators (Crew Monitors)

C. The Consultant/Contractor may use other required positions as necessary with the written approval of the City's Public Works Director. All such positions and applicable hourly rates shall be listed in the cost proposal form.

D Services Provided by Consultant/Contractor Include.

- 1 Operational Reports and Record Documentation The Consultant/Contractor will prepare and submit operational reports throughout the duration of the recovery operations. Daily reports shall document the debris contractors' activities and progress from the previous day and shall be submitted by 8.00 a.m. to a distribution list established by the City Public Works Director. Each daily report submitted will contain the following minimum information
  - a) Contractor Name and contact information, including a mobile number.
  - b) Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, time to completion, and daily cumulative cubic yards of debris removed processed and hauled. All tickets are to be verified for correctness within 24 hours of debris pick-up.
  - c) In order to have consistency, a reporting structure and format shall be provided to the Contractor/Consultant and to the contract administrator for the City



- d) GIS mapping data updates and digitized reports
  - e) All GIS layers required will be provided to the Contractor by the City of Kissimmee Public Works Department prior to an event or as soon as possible to ensure up to date files and consistency in the field structure All GIS data must be in an ESRI format 8.3 or higher version Personnel geo-database is acceptable
  - f) Scanned documents should be at a minimum 300 dpi and in jpg, tiff or PDF file format
  - g) The Consultant/Contractor shall review and validate debris removal, contractor(s) invoices prior to submission to the City for processing Such documentation shall be digitized along with all source documentation (such as load tickets) and supplied to the City with each invoice
  - h) The Consultant/Contractor will prepare and submit detailed cost reimbursement form(s) for overhead expenses These will be documented with backup point-of-sale receipts and confirmations to the greatest extent possible (i e lodging receipts, rental agreements, equipment logs, mileage logs, per diem daily registers, etc.).
- 2 Technical Expertise and Guidance As directed by the City, the Consultant/Contractor shall provide.
- a) A comprehensive emergency management plan to include plan development, plan review, and plan revisions.
  - b) Damage assessment to include plan development, procedure development, staff training, and staff augmentation
  - c) Damage assessment of facilities
  - d) A comprehensive mitigation program to include development of a mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation
  - e) Development of debris plan to include staff training
  - f) Project management to include the formulation and management of permanent work projects, task force management and management services for Commissioners, Boards and Panels
  - g) Technical support and assistance in developing public information.
  - h) Aerial photographs per Kissimmee Public Works specifications will be flown monthly (of the debris sites or other areas as designated or requested by the City).
  - i) Other reports and data as required by the City
- 3 Other Services. As directed by the City, the Consultant/Contractor may provide the following

- a) Training and Assistance: Sessions for all key City personnel and assistance in all Disaster debris recovery-planning efforts as requested
- b) Preliminary Damage Assessment: Determine the impact and magnitude of the disaster event before federal assistance is requested, identifying damaged locations and facilities, pre and post disaster estimates of debris quantities, documenting eligible costs and describing the physical and financial impact of the disaster
- c) Debris Planning Efforts: Assist in all disaster debris recovery planning efforts as requested by the City. These planning efforts shall include but are not limited to development of a debris management plan, assistance in the identification of adequate temporary debris storage and reduction sites, estimation of debris quantities, and emergency action plans for debris clearance following a disaster event
- d) Digitization of all source documentation such as load tickets and supplies to the City with each invoice

#### 4 Final Report.

- a A final report will be prepared by the Consultant/Contractor and will be submitted to a distribution list as established by the City Public Works Director within 30 days of completion of the recovery operations. Recovery operations include remediation of sites, closure of sites and conclusions of all related operations. At a minimum the following information will be included in this report.
- b Discussion on disaster response requirements and results
- c Recommendations for future disaster response strategies
- d Stopping work in progress that is not being performed or documented in the appropriate manner
- e Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas
- f Checking work in progress to make sure that the proper work authorizations, permits, and other prerequisites has been received
- g Report on any improvements in work assignments and/or efficiency/productivity that may be appropriate.
- h Maintaining digital photo documentation of recovery work on a weekly basis.
- i Aerial photography on a monthly basis

#### 5. Meetings and Communications

Open and timely conversations and written documentation are significant actions to provide successful completion of the Disaster Response Plan. Throughout the execution of the plan, the Consultant/Contractor will meet with City representatives as directed by and coordinated with the City. Consultant/Contractor will attend a

pre-proposal conference for the debris recovery contractors, if so directed by the City, and will convene and attend regular progress and coordination meetings, as appropriate. The Consultant/Contractor must provide minutes of all meetings. Minutes shall be provided within three (3) business days after the meeting occurs.

6. Field Monitoring

Consultant/Contractor will provide a **Quality Control Team** consisting at a minimum of two monitors per site and one monitor per recovery crew. This team will monitor the recovery contractors for contract compliance, efficiency and regulatory compliance. They will provide feedback to the City through their management team. They shall be equipped with state-of-the-art technology, which includes digital cameras, computers and other communication devices and GPS units with an accuracy of 3 meters.

C. Response Time/Mobilization. The Consultant/Contractor shall comply with the following requirements:

1. Reporting to City Hall – The project manager and at the discretion other key personnel shall report to City Hall at a minimum of twenty four (24) hours prior to a hurricane event. For other natural or manmade disasters, the Consultant/Contractor shall report within six (6) hours after notification.

2. Debris Sites – The Consultant/Contractor shall ensure that site monitors as specified below are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites. At a minimum, monitoring shall consist of the following personnel:

- Two staff per debris site
- One staff per debris recovery crew

D. Responsibilities of the Quality Control Team include

1. Documenting daily and weekly recovery work, ensuring that proper records are maintained for trip tickets and recovery costs.
2. Inspecting means and methods to measure and record work and recommending changes that may be needed.
3. Stopping work in progress that is not being performed or documented in the appropriate manner.
4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas.

- 5 Checking work in process to make sure that the proper work authorizations permits, and other prerequisites have been received
- 6 Reporting on any improvements in work assignments and/or efficiency/productivity that may be appropriate
7. Maintaining digital photo and GPS documentation of recovery work on a weekly basis
- 8 Aerial photography on a monthly basis

E Review, Permits, Licenses and Certifications

A wide variety of permits, licenses, and certificates may be required to perform debris management work, depending on the assignment. The Consultant/Contractor will work closely with the City and local agencies and regulators to clarify and resolve any compliance issues, as well as to determine requirements for and to obtain necessary permits, licenses, and certificates, if requested. In these cases, the Consultant/Contractor will identify the requirements and demonstrate compliance, even though permits are not required. Some of the permits that we anticipate being required for this type of work includes but not limited to the following:

- 1 Environmental Permits – asbestos/lead paint abatement, construction permit, demolition permits
- 2 Clean Air Act (Emissions) Permits – burn permit (air curtain incinerators), stack- monitoring permit, fugitive emissions (dust) control permit.

F. Assessment of debris accumulation in drainage canals.

Consultant/Contractor will assist the City in assessing and documenting the debris accumulation and damage in Kissimmee drainage canals and provide the City with GIS map(s) depicting canals requiring focused maintenance, with GIS files and maps

G. Event Closure.

Consultant/Contractor will assist the City in preparing final reports necessary for reimbursement by FEMA/FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors. The Consultant/Contractor will assist in reviewing and processing requests for payment by the disaster debris removal contractors

H. Schedule.



Consultant/Contractor will provide continuous services for a not-to-exceed fee (to be negotiated) and for the period specified in the notice to proceed. A mutual not-to-exceed amount will be negotiated for each operation based on the hourly rates proposed on attached Form-1 herein. Should these services be required for a longer period, Consultant/Contractor will prepare and submit a proposal for additional costs, consistent with the rates in the Cost Proposal Form. A revised cost will be negotiated.

Consultant/Contractor will mobilize a staff of sufficient size to adequately monitor debris operations. During this period, the project manager will provide daily updates on debris removed and estimate the time remaining for job completion.

**ATTACHMENT "B"**  
**RFP 2020- 003 PRICE SHEET**

**RFP2020-003 PRICE SHEET**  
 THIS SCHEDULE OF OFFERS SHOULD BE THE FIRST PAGE SUBMITTED WITH YOUR PROPOSAL  
 DISASTER DEBRIS MONITORING SERVICES  
 (NON-SHELTERED MARKET)

Page 1 of 2

CITY OF KISSIMMEE PUBLIC WORKS AND ENGINEERING DEPARTMENT, 101 CHURCH ST, KISSIMMEE, FL 34741

In accordance with the General conditions, Special Instructions to Proposers, Specifications and Requirements, the undersigned Proposals offers the following:

**BASIS FOR AWARD** Award shall be based on grand total submitted amount. Proposer must bid all line items to be considered responsive

All blanks are filled in; Proposal SHEET attached to the completed "Request for Proposal" and returned herewith.

| No | COMMODITY CODE/DESCRIPTION                   | UNIT PRICE | HRS |   | UNIT PRICE | EST TOTAL ANNUAL COST |
|----|----------------------------------------------|------------|-----|---|------------|-----------------------|
| 1  | Project Manager                              | \$ 69.00   | 1   | x | \$ 69.00   | \$ 69.00              |
| 2  | Operations Manager                           | \$ 59 00   | 1   | x | \$ 59.00   | \$ 59 00              |
| 3  | FEMA Coordinator                             | \$ 85 00   | 1   | x | \$ 85 00   | \$ 85.00              |
| 4  | Scheduler/Expeditors                         | \$ 18 50   | 1   | x | \$ 18 50   | \$ 18.50              |
| 5  | GIS Analyst                                  | \$ 55.00   | 1   | x | \$ 55.00   | \$ 55 00              |
| 6  | Computer Analyst                             | \$ 65 00   | 1   | x | \$ 65 00   | \$ 65 00              |
| 7  | Field Supervisor(s)                          | \$ 49 00   | 1   | x | \$ 49 00   | \$ 49 00              |
| 8  | Debris Site/Tower Monitors                   | \$ 33 50   | 1   | x | \$ 33 50   | \$ 33.50              |
| 9  | Environmental Specialist                     | \$ 55.00   | 1   | x | \$ 55.00   | \$ 55.00              |
| 10 | Project Inspector(s)/Citizen Site monitor(s) | \$ 32.50   | 1   | x | \$ 32.50   | \$ 32 50              |
| 11 | Load Ticket Data Entry Clerk                 | \$ 18 50   | 1   | x | \$ 18 50   | \$ 18 50              |
| 12 | Billing/Invoice Analysts                     | \$ 55 00   | 1   | x | \$ 55 00   | \$ 55.00              |
| 13 | Administrative Assistants                    | \$ 26 50   | 1   | x | \$ 26 50   | \$ 26 50              |
| 14 | Field Coordinator(s)/Crew Monitor(s)         | \$ 35 00   | 1   | x | \$ 35 00   | \$ 35 00              |

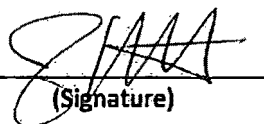
|                              |           |  |   |           |           |
|------------------------------|-----------|--|---|-----------|-----------|
| <b>Total Estimated Cost:</b> | \$ 656 50 |  | x | \$ 656 50 | \$ 656 50 |
|------------------------------|-----------|--|---|-----------|-----------|

NAME OF COMPANY SUBMITTING:  
 ADDRESS OF COMPANY SUBMITTING:

Thompson Consulting Services, LLC  
 1135 Townpark Avenue, Suite 2101 Lake Mary, FL 32746

I/we, the undersigned, hereby declare that I/we have reviewed the proposal documents and with full knowledge and understanding of all specifications and conditions contained therein do submit, (in duplicate), our proposal as follows with full understanding that the proposal package in its entirety is made a part of any agreement, contract or order between the City of Kissimmee and the successful proposer

ACKNOWLEDGMENT OF ADDENDA NO.(S) 1 (IF APPLICABLE)

  
(Signature)

ALL PRICES QUOTED ARE GOOD FOR A PERIOD OF 90 DAYS.

       We do not take exception to Specifications.

(initial)

  X   We take exception to Specifications as follows:

(initial)

See attached Exceptions sheet.

(attach additional sheets, if necessary)

COMPANY NAME Thompson Consulting Services, LLC

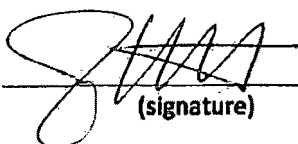
COMPANY ADDRESS 1135 Townpark Avenue, Suite 2101

Lake Mary, FL 32746

NOTE: OFFERS NOT RECEIVED IN DUPLICATE MAY BE REJECTED.

VENDORS ARE RESPONSIBLE FOR DELIVERY OF THEIR PROPOSALS TO THE ADDRESS INDICATED ON  
THE PROPOSAL COVER SHEET PRIOR TO THE DATE AND TIME SHOWN.  
PROPOSALS NOT SO DELIVERED MAY BE REJECTED.

BY:

  
(signature)

DATE: 1/30/2020

Jon Hoyle, President

(typed name/title of signer)

TELEPHONE NO.: (407) 792-0018

FAX NO.: (407) 878-7858

## **ITEM 7.D**

### **Notice of Correction of Scrivener's Error in City of Kissimmee Ordinance No. 3062, Establishing The Knightsbridge Community Development District**

#### **Request**

Request approval of the Notice of Correction to City Ordinance No. 3062, Establishing the Knightsbridge Community Development District.

#### **Explanation**

Following the execution of City Ordinance 3062 on July 19, 2022, the Knightsbridge Community Development District was officially established. However, a scrivener's error has been identified in Section 9, "Effective Date", of the Ordinance. Section 9, instead, should state that the ordinance would become effective ten (10) days after its passage, in accordance with Section 166.041(5), Florida Statutes. As a result, the Board acknowledges that the Establishment Ordinance became effective on July 29, 2022.

#### **Recommendation**

Approval of the Notice of Correction to City Ordinance No. 3062, Establishing the Knightsbridge Community Development District.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: City Attorney

Presenter: Kalanit Oded

#### **Attachment(s):**

1. Establishment Ordinance -RECORDED 7.25.22
2. (S) Notice of Correction of Scrivener's Error (Ordinance 3062) (v1) (03.05.24) (1)



***Prepared by and after recording return to:***

Latham, Luna, Eden & Beaudine, LLP  
P.O. Box 3353  
Orlando, Florida 32802  
Attention: Jan Albanese Carpenter, Esq.

**Notice of Recording City of Kissimmee Ordinance No. 3062,  
establishing the Knightsbridge Community Development District**

**PROPOSED ORDINANCE NO. 22-15**

**ORDINANCE NO. 3062**

**AN ORDINANCE OF THE BOARD OF CITY COMMISSIONERS OF KISSIMMEE, FLORIDA, ESTABLISHING THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT LOCATED IN THE CITY OF KISSIMMEE AND CONTAINING APPROXIMATELY 114.62 ACRES; PROVIDING FOR THE AUTHORITY OF THE ORDINANCE; PROVIDING FOR THE ESTABLISHMENT OF THE BOUNDARIES FOR THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR THE DESIGNATION OF THE INITIAL BOARD MEMBERS; PROVIDING FOR THE DISTRICT NAME; PROVIDING FOR STATUTORY PROVISIONS AND POWERS GOVERNING THE DISTRICT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF LAWS AND ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Lennar Homes, LLC, a Florida limited liability company, has petitioned the Board of City Commissioners ("Board") of Kissimmee, Florida, a political subdivision of the State of Florida, to establish the **KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT** ("District"); and

**WHEREAS**, the Board of City Commissioners, after proper published notice has conducted a public hearing on the petition and determined the following with respect to the factors to be considered in Section 190.005(1)(e) Florida Statutes, as required by Section 190.005(2)(c), Florida Statutes:

1. The petition is complete and meets the requirements of Section 190.005, Florida Statutes, and all statements contained within the petition are true and correct. A copy of the Petition to Establish is attached to, and made a part of, this Ordinance.
2. Establishment of the proposed District is not inconsistent with any applicable element or portion of the local comprehensive plan of Kissimmee, known as the Kissimmee Growth Management Plan, or the State Comprehensive Plan.
3. The area of land within the proposed District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community. The legal description of the Knightsbridge Community Development District is attached to, and made a part of, this Ordinance.
4. The District is the best alternative available for delivering community development services and facilities to the area that will be serviced by the District.

5. The community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.
6. The area that will be served by the District is amenable to separate special-district government.

**WHEREAS**, it is the policy of this State, as provided for in Section 190.002(2)(c), Florida Statutes, that the exercise by any independent district of its powers as set forth by uniform general law comply with all applicable governmental laws, rules, regulations, and policies governing planning and permitting of the development to be serviced by the district, to ensure that neither the establishment nor operation of such district is a development order under Chapter 380, Florida Statutes, and that the district so established does not have any zoning or permitting powers governing development; and

**WHEREAS**, Section 190.004(3), Florida Statutes, provides that all governmental planning, environmental, and land development laws, regulations, and ordinances apply to all development of the land within a community development district. Community development districts do not have the power of a local government to adopt a comprehensive plan, building code, or land development code, as those terms are defined in the Local Government Comprehensive Planning and Land Development Regulation Act. A district shall take no action which is inconsistent with applicable comprehensive plans, ordinances, or regulations of the applicable local general-purpose government.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF KISSIMMEE, FLORIDA that:**

**SECTION ONE: AUTHORITY FOR ORDINANCE**

This Ordinance is adopted pursuant to Section 190.005(2), Florida Statutes, and other applicable provisions of law governing municipal ordinances.

**SECTION TWO: ESTABLISHMENT OF THE KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

The Knightsbridge Community Development District is hereby established within the boundaries of the real property described in Exhibit "A" attached hereto and incorporated by reference herein.

**SECTION THREE: DESIGNATION OF INITIAL BOARD MEMBERS**

The following five persons are herewith designated to be the initial members of the Board of Supervisors:

Rob Bonin

6675 Westwood Boulevard, Suite 500,  
Orlando, Florida 32821

|               |                                                               |
|---------------|---------------------------------------------------------------|
| Adam Morgan   | 6675 Westwood Boulevard, Suite 500,<br>Orlando, Florida 32821 |
| Logan Lantrip | 6675 Westwood Boulevard, Suite 500,<br>Orlando, Florida 32821 |
| Harry Kaplan  | 6675 Westwood Boulevard, Suite 500,<br>Orlando, Florida 32821 |
| Steve Greene  | 6675 Westwood Boulevard, Suite 500,<br>Orlando, Florida 32821 |

#### **SECTION FOUR: DISTRICT NAME**

The community development district herein established shall henceforth be known as the "Knightsbridge Community Development District."

#### **SECTION FIVE: STATUTORY PROVISIONS GOVERNING THE DISTRICT**

The Knightsbridge Community Development District shall be governed by the provisions of Chapter 190, Florida Statutes, and all other applicable general and local law.

#### **SECTION SIX: CONSENT TO SPECIAL POWERS**

Upon the effective date of this Ordinance, the Knightsbridge Community Development District will be duly and legally authorized to exist and exercise all of its powers as set forth in Chapter 190, Florida Statutes, and as otherwise provided by law.

The City Commission hereby consents to the exercise by the Board of Supervisors of the District of special powers set forth in Sections 190.012(2)(a), 190.012(2)(d), and 190.012(2)(f), Florida Statutes, to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain additional systems and facilities for parks and facilities for indoor and outdoor recreational, cultural, and educational uses, as well as facilities for security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, when authorized by proper governmental agencies; except that the District may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the District boundaries.

#### **SECTION SEVEN: CONFLICT AND SEVERABILITY**

In the event this Ordinance conflicts with any other ordinance of the City of Kissimmee or other applicable law, the more restrictive shall apply. If any phrase or portion of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion.

## SECTION EIGHT: INCLUSION IN CODE OF LAWS AND ORDINANCES

The provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of Kissimmee, Florida. The sections of the Ordinances may be renumbered or relettered to accomplish such, and the word "ordinance" may be changed to "section", "article" or any other appropriate word.

## SECTION NINE: EFFECTIVE DATE

This Ordinance shall become effective upon filing with the Florida Department of State. Commissioner Fisher moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Commissioner Ortiz and upon roll call on the motion the vote was as follows:

AYES:

NAYS:

|                      |     |
|----------------------|-----|
| Commissioner Ortiz   | AYE |
| Commissioner Fisher  | AYE |
| Commissioner Castano | AYE |
| Mayor Gonzalez       | AYE |

**PASSED AND DULY ADOPTED** by the Board of City Commissioners of Kissimmee, Florida, this 19th day of July, 2022.

**ATTEST:**

**BOARD OF CITY COMMISSIONERS  
KISSIMMEE, FLORIDA**

By: Brida Stansel  
City Clerk

By: Olga Gonzalez  
Mayor-Commissioner

Approved as to form and legality:  
City Attorney

By: Olga Gonzalez



## Exhibit "A"

### Legal Description of the Knightsbridge Community Development District

#### LEGAL DESCRIPTION:

A TRACT OF LAND, BEING A PORTION OF LAND SITUATED WITHIN SECTIONS 35 AND 36, TOWNSHIP 25 SOUTH, RANGE 28 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, AS RECORDED IN PLAT BOOK 3, PAGES 236 - 238. THENCE SOUTH 00°23'35" EAST, ALONG THE EAST LINE OF SAID POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B, A DISTANCE OF 53.80 FEET TO THE POINT OF BEGINNING. THENCE DEPARTING SAID EAST LINE, NORTH 89°46'24" EAST A DISTANCE OF 753.97 FEET. THENCE SOUTH 62°09'48" EAST A DISTANCE OF 238.27 FEET. THENCE NORTH 34°11'40" EAST, A DISTANCE OF 115.03 FEET. THENCE NORTH 47°12'32" EAST, A DISTANCE OF 25.38 FEET. THENCE NORTH 89°48'21" EAST, A DISTANCE OF 1804.32 FEET. THENCE SOUTH 37°56'07" EAST, A DISTANCE OF 61.89 FEET. THENCE SOUTH 27°08'34" EAST, A DISTANCE OF 143.07 FEET. THENCE SOUTH 16°24'16" EAST, A DISTANCE OF 110.06 FEET. THENCE SOUTH 07°46'12" WEST, A DISTANCE OF 68.95 FEET. THENCE SOUTH 59°03'22" WEST, A DISTANCE OF 54.32 FEET. THENCE NORTH 85°55'10" WEST, A DISTANCE OF 43.82 FEET. THENCE NORTH 74°45'52" WEST, A DISTANCE OF 70.87 FEET. THENCE NORTH 47°30'56" WEST, A DISTANCE OF 101.15 FEET. THENCE NORTH 27°55'09" WEST, A DISTANCE OF 59.74 FEET. THENCE NORTH 33°42'52" WEST, A DISTANCE OF 44.80 FEET. THENCE NORTH 45°01'34" WEST, A DISTANCE OF 26.36 FEET. THENCE SOUTH 89°59'34" WEST, A DISTANCE OF 34.19 FEET. THENCE SOUTH 53°52'22" WEST, A DISTANCE OF 77.65 FEET. THENCE SOUTH 61°55'24" WEST, A DISTANCE OF 140.25 FEET. THENCE SOUTH 40°37'26" WEST, A DISTANCE OF 57.28 FEET. THENCE SOUTH 33°42'40" WEST, A DISTANCE OF 44.80 FEET. THENCE SOUTH 51°51'54" WEST, A DISTANCE OF 55.32 FEET. THENCE SOUTH 76°46'08" WEST, A DISTANCE OF 54.27 FEET. THENCE SOUTH 45°01'22" WEST, A DISTANCE OF 43.93 FEET. THENCE SOUTH 55°38'27" WEST, A DISTANCE OF 71.53 FEET. THENCE SOUTH 40°50'16" WEST, A DISTANCE OF 90.30 FEET. THENCE SOUTH 59°45'48" WEST, A DISTANCE OF 43.17 FEET. THENCE SOUTH 59°57'04" WEST, A DISTANCE OF 68.22 FEET. THENCE SOUTH 74°03'57" WEST, A DISTANCE OF 45.25 FEET. THENCE SOUTH 51°01'53" WEST, A DISTANCE OF 83.94 FEET. THENCE SOUTH 53°38'15" WEST, A DISTANCE OF 73.33 FEET. THENCE SOUTH 09°47'32" EAST, A DISTANCE OF 91.38 FEET. THENCE SOUTH 28°35'11" EAST, A DISTANCE OF 111.11 FEET. THENCE SOUTH 08°09'24" EAST, A DISTANCE OF 146.02 FEET. THENCE SOUTH 08°58'55" EAST, A DISTANCE OF 91.41 FEET. THENCE SOUTH 36°03'09" EAST, A DISTANCE OF 64.65 FEET. THENCE SOUTH 37°35'38" EAST, A DISTANCE OF 77.96 FEET. THENCE SOUTH 36°16'44" EAST, A DISTANCE OF 88.42 FEET. THENCE SOUTH 24°47'44" EAST, A DISTANCE OF 68.05 FEET. THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 47.52 FEET. THENCE SOUTH 17°21'59" WEST, A DISTANCE OF 79.67 FEET. THENCE SOUTH 23°58'45" WEST, A DISTANCE OF 46.81 FEET. THENCE SOUTH 56°19'51" WEST, A DISTANCE OF 68.58 FEET. THENCE SOUTH 53°09'07" WEST, A DISTANCE OF 95.09 FEET. THENCE SOUTH 48°52'13" WEST, A DISTANCE OF 104.27 FEET. THENCE SOUTH 53°09'07" WEST, A DISTANCE OF 71.32 FEET. THENCE SOUTH 68°03'15" WEST, A DISTANCE OF 46.84 FEET. THENCE SOUTH 59°45'48" WEST, A DISTANCE OF 66.06 FEET. THENCE SOUTH 68°27'30" WEST, A DISTANCE OF 162.53 FEET. THENCE SOUTH 70°21'36" WEST, A DISTANCE OF 141.40 FEET. THENCE SOUTH 39°39'01" WEST, A DISTANCE OF 30.64 FEET. THENCE SOUTH 77°58'40" WEST, A DISTANCE OF 50.14 FEET. THENCE NORTH 50°55'55" WEST, A DISTANCE OF 33.14 FEET. THENCE SOUTH 09°28'07" WEST, A DISTANCE OF 34.20 FEET. THENCE SOUTH 30°23'56" WEST, A DISTANCE OF 81.02 FEET. THENCE SOUTH 60°00'34" WEST, A DISTANCE OF 107.67 FEET. THENCE SOUTH 68°37'35" WEST, A DISTANCE OF 103.60 FEET. THENCE SOUTH 73°03'33" WEST, A DISTANCE OF 111.23 FEET. THENCE NORTH 55°31'15" WEST, A DISTANCE OF 82.25 FEET. THENCE SOUTH 71°10'30" WEST, A DISTANCE OF 72.20 FEET. THENCE NORTH 88°08'22" WEST, A DISTANCE OF 59.83 FEET. THENCE SOUTH 62°31'10" WEST, A DISTANCE OF 142.63 FEET. THENCE SOUTH 72°11'37" WEST, A DISTANCE OF 66.88 FEET. THENCE SOUTH 58°38'04" WEST, A DISTANCE OF 46.37 FEET. THENCE SOUTH 00°23'32" EAST, A DISTANCE OF 157.48 FEET. THENCE SOUTH 41°45'05" EAST, A DISTANCE OF 62.70 FEET. THENCE SOUTH 35°01'18" EAST, A DISTANCE OF 211.27 FEET. THENCE SOUTH 43°50'51" EAST, A DISTANCE OF 112.87 FEET. THENCE SOUTH 16°03'03" EAST, A DISTANCE OF 104.34 FEET. THENCE NORTH 57°49'44" EAST, A DISTANCE OF 105.16 FEET. THENCE NORTH 57°11'13" EAST, A DISTANCE OF 37.98 FEET. THENCE SOUTH 10°59'14" EAST, A DISTANCE OF 65.91 FEET. THENCE SOUTH 07°50'25" WEST, A DISTANCE OF 109.61 FEET. THENCE SOUTH 59°40'41" WEST, A DISTANCE OF 74.76 FEET. THENCE SOUTH 00°13'34" WEST, A DISTANCE OF 31.51 FEET. THENCE NORTH 37°08'54" WEST, A DISTANCE OF 459.20 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 453.34 FEET, CHORD BEARING OF NORTH 43°46'14" WEST AND A CHORD LENGTH OF 622.71 FEET. THENCE RUN ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 86°45'19" FOR A DISTANCE OF 686.43 FEET TO THE POINT OF TANGENCY AND A POINT ON SAID EAST LINE OF POINCIANA OFFICE AND INDUSTRIAL PARK, SECTION B. THENCE RUN NORTH 00°23'35" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 2551.22 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN OSCEOLA COUNTY, FLORIDA AND CONTAINS 114.62 ACRES MORE OR LESS.



**HAMILTON**  
SURVEYING & CONSULTING, LLC

2025 P. 00000001  
TAMPA, FL 33606  
TEL: 813.255.1000

www.hamiltonsurveying.com

770 HAMILTON ROAD  
DELAWARE, FL 33008  
TEL: 407.355.0001

#### LEGAL DESCRIPTION

#### KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT

| SEC - WP RSE  | JOB NUMBER | DRAWN BY | DATE       | EXHIBIT |
|---------------|------------|----------|------------|---------|
| 35.36-25S-28E | 53509.0019 | HM       | 02/11/2022 | 4       |

*Prepared by and after recording return to:*  
Kalanit Oded, Esq., Deputy City Attorney  
Office of City Attorney  
Kissimmee, Florida  
101 Church Street  
Kissimmee, Florida 34741-5054

**NOTICE OF CORRECTION OF SCRIVENER’S ERROR IN CITY OF  
KISSIMMEE ORDINANCE NO. 3062, ESTABLISHING THE  
KNIGHTSBRIDGE COMMUNITY DEVELOPMENT DISTRICT**

**WHEREAS**, the Board of City Commissioners of Kissimmee, Florida (the “Board”) established the Knightsbridge Community Development District by the passage of Ordinance No. 3062 on July 19, 2022 (the “Establishment Ordinance”); and

**WHEREAS**, the Board desires to correct a scrivener’s error in Section Nine of the Establishment Ordinance to state that the Establishment Ordinance shall become effective ten (10) days after its passage, pursuant to Section 166.041(5), *Florida Statutes*.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF KISSIMMEE, FLORIDA:**

**SECTION 1.** The scrivener’s error in Section Nine of the Establishment Ordinance is hereby corrected to state that the Establishment Ordinance shall become effective ten (10) days after its passage, pursuant to Section 166.041(5), *Florida Statutes*. As a result, the Board acknowledges that the Establishment Ordinance became effective on July 29, 2022.

**APPROVED** by the Board of City Commissioners of Kissimmee, Florida, this 19<sup>th</sup> day of March, 2024.

**ATTEST:**

**BOARD OF CITY COMMISSIONERS  
KISSIMMEE, FLORIDA**

**By:** \_\_\_\_\_  
**City Clerk**

**By:** \_\_\_\_\_  
**Mayor-Commissioner**

Approved as to form and legality:  
City Attorney

**By:** \_\_\_\_\_

## ITEM 7.E

### Budget Adjustment for Proceeds from the sale of 504 Canterbury Lane

#### Request

Move the proceeds from the sale of 504 Canterbury Lane to a General Fund Capital Account for future use.

#### Explanation

The City closed on the sale of 504 Canterbury Lane on February 28, 2024. The City's net proceeds were \$149,125. The 504 Canterbury Lane property was acquired approximately 20 years ago due to Code Enforcement action and foreclosure. The property was sold to a private buyer to build a single-family home.

The funds will be placed in a General Fund account to be used at a later date for the construction of a home or duplex for low- or moderate-income families. The market at the time of construction will determine the number of units and if the property will be renter- or owner-occupied. The City has several vacant residential lots that can be built on.

#### Financial Information

| Account #        | Project # | Increase / Decrease | Budget    | Actual |
|------------------|-----------|---------------------|-----------|--------|
| 00125106 5806292 | TBD       | Increase            | \$149,125 |        |
| 00100364 364009  |           | Increase            | \$149,125 |        |

#### Financial Summary:

#### Recommendation

Move the proceeds of 504 Canterbury Lane to a General Fund Capital account for use with a future project.

#### REQUESTED CITY COMMISSION ACTION:

Execute

Department: Development Services

Presenter:

#### Attachment(s):

None

City of Kissimmee

## **ITEM 7.F**

### **Authorization to submit application for 2024-25 VOCA Grant**

#### **Request**

The Police Department requests authorization to submit an application to the Office of the Attorney General for the Victim of Crimes Act (VOCA) grant for fiscal year 2024-2025.

#### **Explanation**

The Office of the Attorney General has announced the anticipated availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of VOCA grant funds is to provide support services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. The Police Department has received this grant for several years.

The funding cycle for the VOCA grant funds under this notice is October 1, 2024, through September 30, 2025.

#### **Recommendation**

Approval for the Police Department to submit the required application for the 2024-25 VOCA grant to the Office of the Attorney General.

#### **REQUESTED CITY COMMISSION ACTION:**

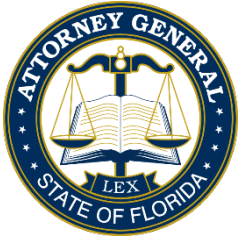
Approve

Department: Police

Presenter: Betty Holland

#### **Attachment(s):**

1. 24-25 Notice of Availability VOCA



**ASHLEY MOODY**  
**ATTORNEY GENERAL**  
**STATE OF FLORIDA**

OFFICE OF THE ATTORNEY GENERAL  
Associate Deputy Attorney General for  
Criminal Justice Programs

Joseph Spataro  
PL-01 The Capitol  
Tallahassee, FL 32399-1050  
Phone (813) 267-2544 Fax (850) 487-2564  
<http://www.myfloridalegal.com>

---

February 27, 2024

Enclosed, you will find the Notice of Availability for Victims of Crime Act (VOCA) funds for the October 1, 2024 through September 30, 2025 (2024-2025) grant cycle. There, you will find eligibility information and application instructions. The purpose of this letter is to advise and prepare VOCA grant applicants and recipients for the significant decrease in funds being made available by the Federal government.

As Florida's state administering agency of VOCA grants, the Office of the Attorney General is limited to awarding the funds allocated by the Federal government. In consecutive years, the Federal government reduced Florida's VOCA fund allocation by 26% and 38%. While we have successfully managed the 26% reduction in VOCA funds, it is imperative that all VOCA grant applicants be aware that Florida's 2024-2025 VOCA funds may be 25% lower than the previous grant cycle.

As many of you know from meetings with this office and public statements by the Attorney General, General Moody is working with our state and Federal partners to increase available funds. While we are optimistic that General Moody will find ways to minimize the damage being done by the Federal government's failure to amend the VOCA Fix Act, it is imperative that VOCA grant recipients prepare for significant grant reductions. In preparation for this possibility, General Moody has also authorized the office to waive the "match requirement" for 2024-2025 VOCA grant recipients.

Please note that consideration for funding may be based on previous years' application scores, the submitted application, percentage of funds spent from previous awards, and compliance with grant requirements to expedite the review and approval process.

If you have any questions, please direct them to the Bureau of Advocacy and Grants Management, as instructed in the enclosed Notice of Availability.

Sincerely,

Joseph Spataro  
Associate Deputy Attorney General





ASHLEY MOODY  
ATTORNEY GENERAL  
STATE OF FLORIDA

OFFICE OF THE ATTORNEY GENERAL  
Division of Victim Services and Criminal Justice  
Programs

PL-01 The Capitol  
Tallahassee, FL 32399-1050  
Phone (850) 414-3300 Fax (850) 487-3013  
<http://www.myfloridalegal.com>

February 2024

## NOTICE OF AVAILABILITY VOCA Grant Funds

**Announcement:** The Office of the Attorney General (OAG) is pleased to announce the availability of Victims of Crime Act (VOCA) grant funds from the U.S. Department of Justice. The purpose of the VOCA grant reimbursement program is to support the provision of services to victims of crime. Services are defined as those efforts that respond to the emotional and physical needs of crime victims, assist victims of crime to stabilize their lives after victimization, assist victims to understand and participate in the criminal justice system, and provide victims of crime with a measure of safety and security. Eligibility to apply for VOCA funds is limited to victim assistance programs administered by state or local government agencies or not-for-profit corporations registered in Florida, or a combination thereof, that can demonstrate the following:

- 1) proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- 2) a statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- 3) a certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
- 4) any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

The funding cycle for the VOCA grant funds under this notice is October 1, 2024, through September 30, 2025.

**Application and Deadline:** Organizations may participate in the annual competitive grant process which involves submission of an application followed by an application review. **Under this notice, there are two different applications and 2 different application deadlines.** Please see below for detailed instructions on how to apply and which application process is appropriate for each agency.

### Current VOCA subgrantees

Those agencies that currently have a VOCA grant and are in good standing, will complete a condensed application. The VOCA condensed application may be found using the Office of the Attorney General's online system EGrants IGX, which can be accessed through <https://egrantsigx.myfloridalegal.com/> beginning on March 15, 2024. The deadline to complete the condensed application is no later than 5:00 p.m. Eastern Standard Time on March 29, 2024. *The condensed applications will be reviewed and considered for funding prior to other applications submitted.* Once the timeframe above closes, any current subgrantees that did not submit the

condensed application would need to apply through the same process as agencies that do not currently have a VOCA grant through the Office of the Attorney General and will follow the normal process as new applicant agencies in prior grant years.

### **Agencies that do not currently have a VOCA grant through the Office of the Attorney General**

Those agencies that DO NOT currently have a VOCA grant through the Florida Office of the Attorney General may submit the standard application through the Office of the Attorney General's online system EGrants IGX, which can be accessed through <https://egrantsigx.myfloridalegal.com/> beginning on April 12, 2024. The deadline to complete the standard application is no later than 5:00 p.m. Eastern Standard Time on April 26, 2024. When completing the standard application, it is imperative that individuals pay close attention to the detailed information required, to expedite the technical review of the standard application.

**Mailed, emailed, faxed, or hand delivered applications or required documentation will not be accepted.** If you need assistance you may contact (850) 414-3380 or email [contact.voca@myfloridalegal.com](mailto:contact.voca@myfloridalegal.com).

## ITEM 7.G

### Approval of scholarship awards for four (4) Osceola High School seniors through the Celebrating Youth Success Award Program

#### Request

The Police Department is requesting the Commission approve scholarship awards for four (4) Osceola High School seniors through the Celebrating Youth Success Awards (CYSA) program utilizing Law Enforcement Trust Fund (LETf) money.

#### Explanation

In 2018, the Police Department's CYSA program was created to recognize students within our community who are making a positive difference and conducting themselves in a positive manner. Each elementary, middle, charter and high school that has an assigned School Resource Officer (SRO) selects award winners based on criteria established by the agency's SROs. CYSA helps build a trusting relationship between SROs and students by showing the students that SROs care about them and their future success. This shows students that SROs recognize positive behavior as compared to always recognizing when students are not acting appropriately in school. The ultimate goal of this award is to bridge the gap between students and the SROs in order to encourage crime reporting, which will lead to safer neighborhoods.

Over the past years, we have recognized one (1) male and one (1) female student from each school to receive a CYSA. The exception is Osceola High School where two (2) male and two (2) female students are selected due to the large number of students. For the past two years, this program has grown by adding four (4) \$500 scholarships to the award recipients from Osceola High School to assist them in furthering their education. The \$2,000 in funding would come from LETf money.

KPD hereby certifies that this request complies with the provisions of Florida Statute section 932.7055(5).

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget     | Actual |
|-----------------|-----------|---------------------|------------|--------|
| 01330733 505261 |           | Increase            | \$2,000.00 |        |
| 01330730 509275 |           | Decrease            | \$2,000.00 |        |

#### Financial Summary:

#### Recommendation

Approval of the use of LETf money for the scholarship awards.

#### REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Police

Presenter: Betty Holland

**Attachment(s):**

1. Celebrating Youth Success Award Criteria
2. Trust Fund Certification



**Description of Award:** The Kissimmee Police Department will be holding the third annual awards to recognize youth in our community who are making positive differences and conducting themselves in a positive manner. The award is to allow some of the youth who are always doing the “Right Thing” a chance to be recognized for their continued desire to strive for excellence. This award will be presented yearly for each of the schools listed below.

**The following is the recommended criteria (not limited to) that should be considered when selecting a student:**

- Student must attend school regularly (no unexcused absences)
- Students should not have an excess amount of disciplinary actions (No suspensions)
- Students should demonstrate leadership qualities
- Students should demonstrate some type of mentorship mentality with the other students
- Students should play an active role in school activities and community events

**Number of awards:**

**-2 from each Elementary, Middle or Charter School**

**-4 from OHS**

Each school will select one boy and one girl (2boys/2girls from OHS) for the “Kissimmee Police Department 5th Annual “Celebrating Youth Success Award.” These students should be selected based on their leadership and overall positive behavior in school and the community. I will need an **EMAIL** with the completed selection form(typed) for each individual no later than **April 25,2022** at 1700 hours. A brief summary as of why the student was selected **MUST** also be included. Please do not have a one liner as this will be presented to the students and allows for the family to read as well.



## LAW ENFORCEMENT TRUST FUND CERTIFICATION

### SUBJECT:

The School Resource Officer (SRO) Unit is seeking to give a \$500 scholarship to four (4) senior Osceola High School students who have received a Celebrating Youth Success Award (CYSA). The SROs in conjunction with the schools that they serve created the CYSAs to recognize students who are making positive differences and conducting themselves in a positive manner.

As counsel for KPD, I certify this request for LETF complies with section 932.7055, Florida Statutes.

  
\_\_\_\_\_  
Assistant City Attorney

3/11/24  
Date

I certify this LETF request complies with section 932.7055, Florida Statutes.

  
\_\_\_\_\_  
Chief of Police  
Acting

3/12/24  
Date

## ITEM 7.H

### Resolution to accept grant funding from the Florida Department of Transportation (FDOT) for Taxiway Delta Environmental Assessment at Kissimmee Gateway Airport

#### Request

Authorize acceptance of grant funding from the Florida Department of Transportation (FDOT) for Taxiway Delta Environmental Assessment at the Kissimmee Gateway Airport in the amount of \$86,004.00, by execution of the Resolution and the Public Transportation Grant Agreement (PTGA).

#### Explanation

FDOT is offering a grant in the amount of \$86,004.00 to conduct an environmental assessment study required for the National Environmental Protection Agency (NEPA) compliance for the Taxiway Delta Extension Project. The focused environmental assessment is required to be eligible for future federal and state funding for design and construction. The estimated total cost of the project is \$107,505, and the grant will cover up to 80% of the cost.

The proposed taxiway project will significantly enhance aircraft ground traffic efficiency and increase safety by eliminating runway crossings to access the south end of the airport to/from the western portion of the airport. In addition, the proposed taxiway extension will provide access to future aviation developments in the southwest quadrant of the airport, now that the former golf course area is no longer in use.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget     | Actual     |
|-----------------|-----------|---------------------|------------|------------|
| 46170106-506393 | AP2400    | Increase            | 107,505.00 | 107,505.00 |
| 47003341-334410 | AP2400    | Increase            | 107,505.00 | 107,505.00 |

#### Financial Summary:

Florida Department of Transportation (FDOT) (80%), and the Kissimmee Gateway Airport (20%). The total project amount is \$107,505.00 with each agency funding the following amounts:

|                                   |             |
|-----------------------------------|-------------|
| FDOT – PTGA (FM # 454476-1-94-01) | \$86,004.00 |
| Airport – AP2400                  | \$21,501.00 |

#### Recommendation

Approval to accept grant funding from the Florida Department of Transportation (FDOT) for Taxiway Delta Environmental Assessment at the Kissimmee Gateway Airport in the amount of \$86,004.00 by execution of the Resolution and the Public Transportation Grant Agreement (PTGA).

#### REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Accept

Department: Airport

Presenter:

**Attachment(s):**

1. (S) Resolution PTGA for Taxiway Delta Environmental Assessment
2. (S) PTGA to Sponsor 454476-1-94-01 Twy Delta EA at ISM

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the City of Kissimmee has determined to make certain improvements at the Kissimmee Airport, the purpose of this Public Transportation Grant Agreement (PTGA) is to provide funds for Taxiway Delta Environmental Assessment at Kissimmee Gateway Airport.

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

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

**NOW THEREFORE, BE IT RESOLVED** by the City Commission of the City of Kissimmee, Florida in lawful session assembled, that the Mayor and City Clerk of the City of Kissimmee are hereby authorized to execute this Public Transportation Grant Agreement as to Project No.: 454476-1-94-01, Function 215.

**PASSED AND DULY ADOPTED** on this \_\_\_\_\_ Day of March 2024.

**CITY OF KISSIMMEE, FLORIDA**

\_\_\_\_\_  
Mayor-Commissioner

**ATTEST**

\_\_\_\_\_  
City Clerk

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

|                                                                                 |                                                                               |     |                               |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-----|-------------------------------|
| Financial Project Number(s):<br>(item-segment-phase-sequence)<br>454476-1-94-01 | Fund(s):<br>Work Activity Code/Function: 215                                  | DDR | FLAIR Category: 088719        |
|                                                                                 | Federal Number/Federal Award Identification Number (FAIN) – Transit only: N/A |     | Object Code: 751000           |
| Contract Number:                                                                | Federal Award Date: N/A                                                       |     | Org. Code: 55052000531        |
| CFDA Number: N/A                                                                | Agency SAM/UEI Number:                                                        |     | Vendor Number: VF596000348026 |
| CFDA Title: N/A                                                                 |                                                                               |     |                               |
| CSFA Number: 55.004                                                             |                                                                               |     |                               |
| CSFA Title: Aviation Grant Program                                              |                                                                               |     |                               |

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

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

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

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

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

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



**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- \_\_\_ \*Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor  
\_\_\_ \*Additional Exhibit(s):

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

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

**6. Term of Agreement.** This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through June 1, 2027. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

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

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

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

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

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

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

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

**9. Project Cost:**

- a. The estimated total cost of the Project is \$107,505. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$86,004 and, the Department's participation in the Project shall not exceed 80.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

**10. Compensation and Payment:**

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:  
  
  - ☒ Travel expenses are NOT eligible for reimbursement under this Agreement.
  - ☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

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

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

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

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

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



**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

**12. Contracts of the Agency:**

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

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

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

**Federal Funded:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

**State Funded:**

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0405  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

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



**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

**17. Restrictions, Prohibitions, Controls and Labor Provisions:**

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
  - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
  - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at [fdotsingleaudit@dot.state.fl.us](mailto:fdotsingleaudit@dot.state.fl.us) within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

**18. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

This indemnification shall survive the termination of this Agreement."

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

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

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

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

**19. Miscellaneous:**

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT**

contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

AGENCY City of Kissimmee

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: C. Jack Adkins

Title: \_\_\_\_\_

Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
Legal Review:

Daniel L. McDermott



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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

**EXHIBIT A**

**Project Description and Responsibilities**

**A. Project Description** (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This project is the environmental assessment study required for National Environmental Protection Agency (NEPA) compliance for the Taxiway Delta Extension Project.

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

**C. Project Scope** (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes but is not limited to consultant fees, survey and data acquisition costs, and all labor and incidentals required to complete the environmental assessment in accordance with FAA Order 1050.1 Environmental Impacts: Policies and Procedures, FAA Order 5050.4, NEPA Implementing Instructions for Airport Actions, and other federal and state requirements. The Sponsor will comply with Aviation Program Assurances.

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

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

**E. Unallowable Costs** (including but not limited to): Stored materials unless prior written approval from FDOT is obtained.

**F. Transit Operating Grant Requirements (Transit Only):**

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



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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

**EXHIBIT B**

**Schedule of Financial Assistance**

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

**A. Fund Type and Fiscal Year:**

| Financial Management Number       | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount      |
|-----------------------------------|-----------|----------------|-------------------|-------------|------------------|-----------------------------------------------|---------------------|
| 454476-1-94-01                    | DDR       | 088719         | 2024              | 751000      | 55.004           | Aviation Grant Program                        | \$86,004.00         |
| 454476-1-94-01                    | LF        | 088719         | 2024              | 751000      | 55.004           | Aviation Grant Program                        | \$21,501.00         |
| <b>Total Financial Assistance</b> |           |                |                   |             |                  |                                               | <b>\$107,505.00</b> |

**B. Estimate of Project Costs by Grant Phase:**

| Phases*                                     | State              | Local              | Federal       | Totals              | State % | Local % | Federal % |
|---------------------------------------------|--------------------|--------------------|---------------|---------------------|---------|---------|-----------|
| Land Acquisition                            | \$0.00             | \$0.00             | \$0.00        | \$0.00              | 0.00    | 0.00    | 0.00      |
| Planning                                    | \$0.00             | \$0.00             | \$0.00        | \$0.00              | 0.00    | 0.00    | 0.00      |
| Environmental/Design/Construction           | \$86,004.00        | \$21,501.00        | \$0.00        | \$107,505.00        | 80.00   | 20.00   | 0.00      |
| Capital Equipment/ Preventative Maintenance | \$0.00             | \$0.00             | \$0.00        | \$0.00              | 0.00    | 0.00    | 0.00      |
| Match to Direct Federal Funding             | \$0.00             | \$0.00             | \$0.00        | \$0.00              | 0.00    | 0.00    | 0.00      |
| Mobility Management (Transit Only)          | \$0.00             | \$0.00             | \$0.00        | \$0.00              | 0.00    | 0.00    | 0.00      |
| <b>Totals</b>                               | <b>\$86,004.00</b> | <b>\$21,501.00</b> | <b>\$0.00</b> | <b>\$107,505.00</b> |         |         |           |

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

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

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

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

Joseph A. Jerkins

Department Grant Manager Name

Signature

Date

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

**EXHIBIT E**

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

**A. General.**

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

**B. Agency Compliance Certification.**

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



**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

**b. Florida Administrative Code (FAC)**

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

**c. Local Government Requirements**

- Airport Zoning Ordinance
- Local Comprehensive Plan

**d. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Local Government Requirements**

- Local Building Codes
- Local Zoning Codes

**c. Department Requirements**

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

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

**a. Federal Requirements**

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

**b. Florida Requirements**

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

**C. Agency Authority.**

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

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

**1. Accounting System.**

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

**2. Good Title.**

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

**3. Preserving Rights and Powers.**

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

**4. Hazard Removal and Mitigation.**

**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

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

**5. Airport Compatible Land Use.**

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

**6. Consistency with Local Government Plans.**

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

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

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

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

**8. Airport Financial Plan.**

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

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

**10. Fee and Rental Structure.**

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

**11. Public-Private Partnership for Aeronautical Uses.**

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

**12. Economic Nondiscrimination.**

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

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

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

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

**14. Operations and Maintenance.**

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

**15. Federal Funding Eligibility.**

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

**16. Project Implementation.**

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

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

**18. Airfield Access.**

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



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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

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

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

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

**20. Consultant, Contractor, Scope, and Costs.**

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

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

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

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

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

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

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

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

**a. Project Certifications.** Certify Project compliances, including:

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

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

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

**c. Inspection and Approval.** The Agency assures that:

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

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

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

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

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

**- End of Exhibit E -**

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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

**EXHIBIT F**

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

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

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

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

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

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

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

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

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

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

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

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



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

Form 725-000-02  
STRATEGIC  
DEVELOPMENT  
OGC 7/22

**EXHIBIT G**

**AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE**

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

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~**

**Awarding Agency:** Florida Department of Transportation

**State Project Title:** Aviation Grant Program

**CSFA Number:** 55.004

**\*Award Amount:** \$86,004

\*The award amount may change with amendments

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

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

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

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

## ITEM 7.I

### Professional Service Agreement with Avcon, Inc., for an Environmental Assessment for Taxiway Delta Extension Project

#### Request

Approval of Task Order No. 3 of the professional service agreement, contract No. 20230139 between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for an Environmental Assessment for Taxiway Delta Extension Project for technical engineering design services in the amount of \$107,505.00.

#### Explanation

The proposed project will significantly enhance safety for aircraft taxiing on the airfield at ISM. Aircraft currently landing on Runway 15 and departing Runway 33 must cross both runways to get to the west side of the airport property. In some cases, depending on operations, personnel from the airport traffic control tower (ATCT) route aircraft on Runway 6-24 when Runway 15-33 is active.

The proposed project is also needed to provide access to future aviation developments in the southwest quadrant of the airport (in the vicinity of a former golf course which is no longer in use). Therefore, the proposed extension of Taxiway Delta would both help to provide for future aviation growth opportunities at ISM while improving the safety and efficiency of aircraft traffic flows on the airfield.

The professional service agreement between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for engineering design and permitting services. All hours and expenses are included in Lump Sum Costs as shown in Attachment A of the provided document, which are consistent with the original project agreement.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget     | Actual     |
|-----------------|-----------|---------------------|------------|------------|
| 46170106-506393 | AP2400    | Increase            | 107,505.00 | 107,505.00 |
| 47003341-334410 | AP2400    | Increase            | 107,505.00 | 107,505.00 |

#### Financial Summary:

The Environmental Assessment project cost is \$107,505.00 with participation of the Florida Department of Transportation (FDOT) 80% (\$86,004.00) and local match (Airport) of 20% (\$21,501.00).

#### Recommendation

Approval of Task Order No. 3 of the professional service agreement, contract No. 20230139 between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for technical City of Kissimmee

engineering design services for an Environmental Assessment project for Taxiway Delta Extension Project in the Amount of \$107,505.00.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport  
Presenter:

**Attachment(s):**

1. (S) AVCON Task Order No. 3 to Service Agreement Twy D EA



**AVCON, INC.**  
ENGINEERS & PLANNERS  
5555 E. Michigan St., Suite 200  
Orlando, Florida 32822  
Phone: (407) 599-1122  
Fax: (407) 599-1133  
www.avconinc.com

**TASK ORDER NO. 3**  
TO THE  
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF KISSIMMEE  
KISSIMMEE, FLORIDA  
(SPONSOR)

AND

AVCON, INC.  
ORLANDO, FLORIDA  
(CONSULTANT)

This is a TASK ORDER entered into, effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT have entered into a Master Consulting Agreement (Professional Services Agreement) dated February 7, 2023, hereinafter referred to as the MASTER AGREEMENT for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. Except for what is in this TASK ORDER, all covenants, conditions, and obligations of the Master Agreement not in conflict herewith shall remain in full force and effect.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services hereinafter provided and for the payments to be made, therefore by the SPONSOR, the CONSULTANT and the SPONSOR do hereby agree to accomplish the work as follows:

**SCOPE OF SERVICES:**

Provide technical design engineering services in connection with Attachment A as follows:

**EXTEND TAXIWAY DELTA ENVIRONMENTAL ASSESSMENT**

Also known as the **PROJECT**. All Man-hours and Expenses are included in Lump Sum Costs as Attached. Reference is made to the Master Agreement for Professional Consulting Services and Fee Structure between Consultant and Client therein.

The **LUMP SUM COST** of this TASK ORDER is One Hundred Seven Thousand Five Hundred Five Dollars and Zero Cents (**\$107,505.00**) as detailed in Attachment A. The Client agrees to pay **AVCON** for its services based on approved monthly invoices.



The anticipated design and construction phases of the physical project improvements is understood to be approximately \$8M to \$10M, to be completed at a later date under separate projects. The SPONSOR project representative and **AVCON** shall jointly determine actual interim production and review milestones.

This TASK ORDER and all referenced attachments shall constitute the complete work order for this assignment.

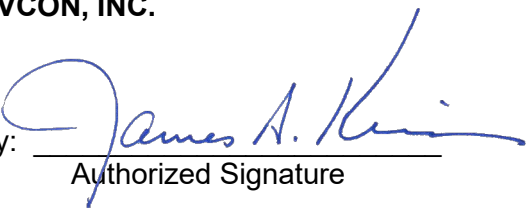
Client Concurrence:

Consultant

**CITY OF KISSIMMEE**

**AVCON, INC.**

By: \_\_\_\_\_  
Authorized Signature

By:   
Authorized Signature

Honorable Olga Gonzalez

James A. Kriss, P.E.

Mayor - Commissioner

Sr. Vice President

Date: \_\_\_\_\_

Date: **03-05-2024**

\_\_\_\_\_  
ATTEST

  
ATTEST

Date: \_\_\_\_\_

Date: 3/5/24

Approved as to form and legality

\_\_\_\_\_  
City Attorney Date





**AIRPORT \CITY Task Number 3**

**FDOT FPN Number 454476-1**

**AVCON Project Number 2024.0161.01**

## **ATTACHMENT A –**

### **SCOPE OF SERVICES FOR A FOCUSED ENVIRONMENTAL ASSESSMENT FOR TAXIWAY D EXTENSION AT KISSIMMEE GATEWAY AIRPORT**

**Date:** February 27, 2024

**To:** Mr. Shaun Germolus, A.A.E.  
Director of Aviation  
Kissimmee Gateway Airport  
401 Dyer Boulevard  
Kissimmee, Florida 34741

The City of Kissimmee (the City) requested the services of AVCON, INC. (AVCON) to prepare a Focused Environmental Assessment (Focused EA) for the extension of Taxiway D at the Kissimmee Gateway Airport (ISM or the Airport). Taxiway D is a partial parallel taxiway that runs along the northwest side of Runway 15-33 at ISM, connecting from Runway 6-24 north to the Runway 15 end. The proposed project includes extending Taxiway D south from its existing intersection with Runway 6-24 to the Runway 33 end to provide a full-length parallel taxiway on the west side of Runway 15-33 and will include medium intensity taxiway lights (MITLs), guidance and mandatory hold signs, markings, grading, and drainage. Other new connector taxiways and a run-up area will be constructed in conjunction with the Taxiway D extension.

The proposed project is needed to provide access to future aviation developments in the southwest quadrant of the airport (in the vicinity of a former golf course which is no longer in use). The proposed project will also enhance safety for aircraft taxiing on the airfield at ISM. Aircraft currently landing on Runways 15 and 24 must cross both runways after landing to get to the west side of the airport property. In some cases, depending on operations, personnel from the airport traffic control tower (ATCT) route aircraft on Runway 6-24 when Runway 15-33 is active. Therefore, the proposed extension of Taxiway D would both help to provide for future aviation growth opportunities at ISM while improving the safety and efficiency of aircraft traffic flows on the airfield.

The Focused EA for the proposed action at ISM will be prepared in accordance with the guidance provided in Federal Aviation Administration (FAA) Order 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions and FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures*, and the FAA Environmental Desk Reference for Airport Actions, which

incorporate the Council on Environmental Quality's (CEQ) regulations for implementing NEPA, as well as US Department of Transportation (DOT) environmental regulations, and many other Federal statutes and regulations designed to protect the Nation's natural and human resources. Accordingly, the Focused EA will address each of the informational requirements listed in Chapter 7 of FAA Order 5050.4B. The services to be provided to meet those requirements are detailed in this scope of work.

The Focused EA is to be used only for limited types of projects that are likely to result in a Finding of No Significant Impact (FONSI). The use of this format was discussed with the FAA Orlando ADO Environmental Program Specialist (EPS) prior to development of this scope of work to conduct the NEPA environmental process for the proposed action. This Focused EA format is based upon the guidance in FAA Order 5050.4B –The information provided by this Focused EA will enable the FAA Orlando ADO to evaluate the proposed project's compliance with NEPA and applicable Federal special purpose laws. This format is intended to meet the intent of and to satisfy the FAA's regulatory requirements under NEPA. As requested by the FAA Orlando ADO, AVCON shall assess and document the following components as part of the Focused EA in a customized Microsoft Word file document.

### **Tasks 1 – Project Location, Airport Sponsor, Preparer Information, and Project Management**

AVCON shall document the following up front materials:

- Project Location
- Airport Sponsor Information
- Preparer Information

Project Management will include the development of the scope, schedule, and budget controls. AVCON will use these to track the schedule, monitor budgets, and document progress during the Project. Project Management will also include direct client coordination, invoicing, project status/schedule updates, and general contract management.

AVCON will prepare for and attend one (1) project kick-off meeting with the City/Airport and other stakeholders to review project goals, schedule, administrative procedures, and to address any questions related to the project. AVCON will provide meeting minutes and distribute them to all attendees.

### **Task 2 – Proposed Project**

The FAA Orlando ADO requested that information regarding site preparation requirements, construction schedule, flight and traffic pattern considerations, and project costs be discussed in the Focused EA.

### **Task 3 – Purpose and Need**

Basic forecasts will be developed from the latest references (e.g., FAA Terminal Area Forecast, Airport Master Plan, or recent operational growth observations). The forecasts will be used to illustrate the

justification for the proposed action in combination with known landside expansion plans. The safety and efficiency of aircraft operations at ISM will be emphasized and explained as it results from undertaking the proposed action.

#### **Task 4 – Alternatives to the Project (Including No-Action Alternative)**

It is anticipated that up to three (3) alternatives will be analyzed to accomplish the proposed action.

#### **Task 5 – Affected Environment**

FAA Order 5050.4B indicates that “This section succinctly describes only those environmental resources the proposed action and its reasonable alternatives, if any, are likely to affect.” There may be a potential to impact some of the ponds and other environmental resources in the vicinity of the former golf course at ISM, which will be identified as part of Task 5.

#### **Task 6 – Environmental Consequences-Impact Categories**

The impact categories that would not be affected by the proposed action will be clearly identified in the Focused EA and only relevant categories will be evaluated in greater detail.

- Air Quality
- Biotic Resources
- Coastal Barriers
- Coastal Zone Management
- Compatible Land Use
- Construction Impacts
- Section 4(f) Resources
- Federally Listed Endangered or Threatened Species
  - Habitat Impact Assessment
  - Plant Community and Wildlife Impact Assessment
  - Federally Listed and Candidate Species Impact Assessment: This task will include informal consultation with the U.S Fish and Wildlife (FWS) and National Marine Fisheries Service (NMFS) as appropriate. Development of a complete Biological Opinion (BO) is not included nor is reasonably anticipated or allowed within a Focused Environmental Assessment.
  - State Listed and Candidate Species Impact Assessment: This task will include informal consultation with the Florida Fish and Wildlife Conservation Commission (FWC) and the Florida Department of Environmental Protection (DEP) as appropriate.

- Migratory Bird Treaty Act Species Impact Assessment: This task will include informal consultation with the U.S Fish and Wildlife (FWS) and National Marine Fisheries Service (NMFS) as appropriate.
- Avoidance, Minimization, and Mitigation Measures
- Energy Supplies, Natural Resources, and Sustainable Design
- Environmental Justice
- Farmlands
- Floodplains
- Hazardous Materials: Use of the airport's existing Stormwater Preventative Pollution Plan (SWPPP) shall be used in this evaluation. Phase I or greater Environmental Site Assessments are not included in this scope.
- Historic Properties: Coordination with three Tribal Historic Preservation Officers (THPO) and the State Historic Professionals Officer (SHPO) shall be coordinated through the FAA Orlando ADO EPS. Phase I or greater Cultural Resource Assessments are not included in this scope.
- Induced Socioeconomic Impacts
- Light Emissions and Visual Effects
- Noise
- Social Impacts
- Solid Waste
- Water Quality
- Wetlands: The proposed action will not result in any impacts to wetlands. Therefore, no wetland delineation is included in this scope of work.
- Wild and Scenic Rivers
- Cumulative Impacts

### **Task 7 – Other Considerations**

The Focused EA will also consider the possible conflicts with the objectives of federal, regional, state, tribal, and local land use plans, policies, and controls over the available resources.

### **Task 8 – Permits Required**

This Task will determine and list the permits that will be required should the determination be made that the proposed action should have FONSI.

### **Task 9 – Mitigation Summary**

This task will provide a summation of the mitigation measures proposed to mitigate any impacts of the proposed action.

### **Task 10 – Cumulative Impacts**

This evaluation will include the cumulative impact of past (previous 3 years), current, and future (next 5 years) projects occurring within the ISM study area.

### **Task 11 – Public Involvement (Optional)**

With the Public Notice of the Availability of a Draft EA, the public will be given a 15-day notice to request a Public Hearing. Should a Public Hearing be requested, AVCON shall prepare all materials for one (1) Public Hearing. This will be coordinated with the Airport Sponsor and publicly noticed. AVCON shall present the Draft EA during the meeting. The Airport Sponsor will be responsible for public record documentation. A summary of the meetings will be provided as an appendix to the Draft EA.

### **Task 12 – Focused EA Documentation**

This task includes the preparation and compiling of all analyses and documentation into a consolidated and comprehensive Focused EA report. It is anticipated that a draft Focused EA will be prepared and shared with the City/Airport for review. Following City/Airport comments, a revised draft will be prepared and shared with representatives of the Florida Department of Transportation (FDOT) and the FAA ADO. Finally, following any comments received from the regulatory review, a final draft Focused EA will be prepared and sent to all parties for final approval.

### **Focused EA Deliverables:**

- Presentations, boards, agendas, and meeting minutes from the kickoff meeting and the optional public involvement task.
- Draft EA to the Airport Sponsor and a revised Draft EA that incorporates any Airport Sponsor comments.
- Revised Draft EA to FDOT and the FAA Orlando ADO and appropriate components to the Florida State Clearing House.
- Final Draft EA to the Airport Sponsor, the FDOT and the FAA Orlando ADO EPS for transmittal and approval to the FAA.

### **Preliminary Schedule**

From NTP, it is anticipated that it will take approximately six (6) months to complete the Focused EA. Please note that this timeframe can greatly vary based on regulatory agency reviews.



### **Fee**

The lump sum fee for this effort is **\$107,505.00** and a detailed breakdown is provided at the end of this document.



KISSIMMEE GATEWAY AIRPORT  
FOCUSED ENVIRONMENTAL ASSESSMENT FOR TAXIWAY D EXTENSION  
HOUR AND FEE ESTIMATE

| LABOR CATEGORY (LC):  |                                                                      | PRINCIPAL | PROJECT<br>MANAGER | PROJECT<br>ENGINEER | CADD<br>DESIGNER | ADMIN   | TOTAL<br>HOURS | STAFF BUDGET | AVCON<br>EXPENSES | TOTAL AVCON<br>BUDGET | SUBCONSULTANTS              |             | TOTAL PROJECT |
|-----------------------|----------------------------------------------------------------------|-----------|--------------------|---------------------|------------------|---------|----------------|--------------|-------------------|-----------------------|-----------------------------|-------------|---------------|
| RATE                  |                                                                      | \$220.00  | \$190.00           | \$165.00            | \$100.00         | \$75.00 |                |              |                   |                       | YOUNG BEAR<br>ENVIRONMENTAL | TOTAL SUBS  |               |
| Task                  |                                                                      | Hours     |                    |                     |                  |         |                |              |                   |                       |                             |             |               |
| TASK 1                | PROJECT LOCATION, AIRPORT SPONSOR, PREPARER INFORMATION, AND PROJECT | 8         | 24                 |                     | 8                | 2       | 42             | \$7,270.00   |                   | \$ 7,270.00           | \$ -                        | \$ -        | \$ 7,270.00   |
| TASK 2                | PROPOSED PROJECT                                                     | 4         | 12                 |                     | 8                |         | 24             | \$3,960.00   |                   | \$ 3,960.00           | \$ -                        | \$ -        | \$ 3,960.00   |
| TASK 3                | PURPOSE AND NEED                                                     | 4         | 40                 | 8                   |                  |         | 52             | \$9,800.00   |                   | \$ 9,800.00           | \$ -                        | \$ -        | \$ 9,800.00   |
| TASK 4                | ALTERNATIVES TO THE PROJECT                                          | 4         | 24                 | 8                   | 16               |         | 52             | \$8,360.00   |                   | \$ 8,360.00           | \$ -                        | \$ -        | \$ 8,360.00   |
| TASK 5                | AFFECTED ENVIRONMENT                                                 | 2         | 24                 |                     | 16               |         | 42             | \$6,600.00   | \$ 600.00         | \$ 7,200.00           | \$ 8,000.00                 | \$ 8,000.00 | \$ 15,200.00  |
| TASK 6                | ENVIRONMENTAL CONSEQUENCES                                           | 2         | 80                 |                     | 24               | 4       | 110            | \$18,340.00  |                   | \$ 18,340.00          | \$ -                        | \$ -        | \$ 18,340.00  |
| TASK 7                | OTHER CONSIDERATIONS                                                 | 2         | 8                  | 4                   | 4                |         | 18             | \$3,020.00   |                   | \$ 3,020.00           | \$ -                        | \$ -        | \$ 3,020.00   |
| TASK 8                | PERMITS REQUIRED                                                     | 2         | 8                  | 4                   |                  |         | 14             | \$2,620.00   |                   | \$ 2,620.00           | \$ -                        | \$ -        | \$ 2,620.00   |
| TASK 9                | MITIGATION SUMMARY                                                   | 2         | 16                 |                     | 4                |         | 22             | \$3,880.00   |                   | \$ 3,880.00           | \$ -                        | \$ -        | \$ 3,880.00   |
| TASK 10               | CUMULATIVE IMPACTS                                                   |           | 16                 |                     |                  |         | 16             | \$3,040.00   |                   | \$ 3,040.00           | \$ -                        | \$ -        | \$ 3,040.00   |
| TASK 11               | PUBLIC INVOLVEMENT                                                   | 40        | 40                 | 16                  |                  |         | 96             | \$19,040.00  | \$ 800.00         | \$ 19,840.00          | \$ -                        | \$ -        | \$ 19,840.00  |
| TASK 12               | FOCUSED EA DOCUMENTATION                                             |           | 40                 |                     | 24               | 24      | 88             | \$11,800.00  | \$ 375.00         | \$ 12,175.00          |                             |             | \$ 12,175.00  |
| TOTAL PROJECT SUMMARY |                                                                      | 70        | 332                | 40                  | 104              | 30      | 576            | \$97,730.00  | \$1,775.00        | \$99,505.00           | \$8,000.00                  | \$8,000.00  | \$107,505.00  |

## **ITEM 7.J**

### **Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and SyncJet Aviation**

#### **Request**

Approval of Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and SyncJet Aviation.

#### **Explanation**

Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation, is a full-service fixed base operator (FBO) operating at the Kissimmee Gateway Airport by lease with the City. With City approval, Quantem has the ability to sublease space to other aeronautical and guest transportation service providers, enhancing aviation services for the public.

SyncJet offers aircraft sales, aircraft management and charter services. The company is interested in expanding future services and facilities at Kissimmee Gateway Airport.

#### **Recommendation**

Approval of Consent to Sub-Lease between Quantem FBO Group – Kissimmee, LLC dba Odyssey Aviation and SyncJet Aviation.

#### **REQUESTED CITY COMMISSION ACTION:**

Approve

Department: Airport

Presenter:

#### **Attachment(s):**

1. (S) Consent to Sublease Quantem + Syncjet
2. QUANTEM LEASE AGREEMENT 09-24-15 Back Up
3. Quantem Syncjet Lease Back Up

## **AGREEMENT FOR CONSENT TO SUBLEASE**

**THIS AGREEMENT**, dated as of this 6 day of Feb.2024, by and between the City of Kissimmee, a municipal company, hereinafter called "City", Quantem FBO Group, Kissimme, LLC hereinafter referred to as "Lessee," and SyncJet Aviation, hereinafter referred to as "Sublessee".

### **WITNESSETH:**

**WHEREAS**, Lessee and Sublessee have entered into a sublease agreement, subject to City's approval, under which Sublessee would occupy certain space currently under lease from City to Lessee; and

**WHEREAS**, pursuant to applicable provisions of that certain Lease Agreement dated September 24, 2015 between the City and Lessee, hereinafter referred to as "Primary Lease", City is willing to grant approval of the proposed sublease, provided that Sublessees' use and occupancy of such space shall be subject to all of the terms, conditions, and limitations of Lessee's Agreement with City and to the terms and conditions hereinafter stated;

**NOW, THEREFORE**, in consideration of the premises and other good and valuable considerations, the receipt of which each of the parties hereto hereby acknowledges, City hereby grants its approval Lessee to enter into that certain sublease agreement by and between it and Sublessee, a copy of which is attached hereto as Exhibit "A", hereinafter referred to as "sublease", conditioned upon the acceptance by Lessee and Sublessee (as evidenced by their execution hereof) of the following terms and conditions:

1. That Lessee does hereby agree that, notwithstanding this approval of the Sublease, Lessee shall remain fully liable to City for all of its obligations under the Primary Lease (an any and all addenda and amendments thereto) with respect to the space being subleased to Sublessee under the Sublease, such space being hereinafter referred to as the "Subleased Space".
2. That Sublessee shall be bound by and that its use and occupancy shall be subject to all applicable terms and conditions of the Primary Lease, as the same may be amended from time to time, and that the terms, conditions and limitations contained in said Primary Lease shall supersede any and all provisions of the Sublease between Lessee and Sublessee which are now or may hereafter be in conflict therewith. Sublessee acknowledges that it has received a copy of the Primary Lease, and that it has reviewed the same prior to its execution hereof.

3. That Sublessee's use and occupancy of the Subleased Space shall at all times be subject also to all of the terms, conditions and limitations of Lessee's Agreement with City. The Sublessee shall comply with all the laws, rules, regulations, of any Federal, State, County, and local jurisdiction.
4. That any violation by Sublessee of the terms and provisions of this Agreement, of the Primary Lease between City and Lessee or of Sublessee's Agreement with Lessee shall constitute a default by Sublessee under this Agreement in which event City may terminate forthwith both this Agreement and the Sublease approved hereunder, with or without the consent of Lessee, by giving written notice thereof to the Sublessee and Lessee. A default of the Primary Lease by the Lessee shall likewise constitute a default of the Sublease Agreement. Except as otherwise expressly provided herein, Sublessee hereby waives any notice of default from Lessee or City as a prerequisite to surrender of possession of the subleased Space, including, without limitation, the three-day notice provided for under Section 83.20 Florida Statutes. Upon a default the sublessee shall become a tenant of sufferance.
5. That Lessee and Sublessee agree that, notwithstanding any provisions to the contrary contained in the sublease, the term of the Sublease shall automatically terminate upon the earlier of (i) the expiration of prior termination or the Primary Lease (including any extensions thereof), or (ii) the termination of this Agreement. Sublessee shall have no right to pledge or assign its interest in or to further sublet any portion of, the subleased Premises.
6. Waiver of Jury Trial: Attorney's Fees. It is mutually agreed by and between Transferee and Transferor that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

CITY OF KISSIMMEE

\_\_\_\_\_  
Mayor-Commissioner

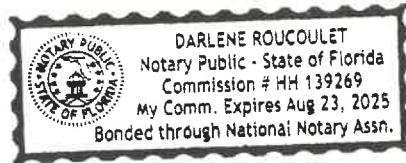
ATTEST:

\_\_\_\_\_  
City Clerk

*Asel Richardson*  
LESSEE Signature

Asel Richardson  
Printed Name

GENERAL MANAGER  
Title



\_\_\_\_\_  
Corporate Seal

*Darlene Roucoulet*  
Notary Seal (unincorporated only)

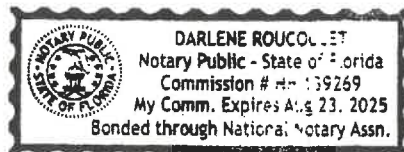
Approved as to Form and Legality  
This \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

By: \_\_\_\_\_  
City Attorney

*George Bizzotto*  
SUBLESSEE Signature

GEORGE BIZZOTTO  
Printed Name

CEO  
Title



\_\_\_\_\_  
Corporate Seal

*Darlene Roucoulet*  
Notary Seal (unincorporated only)



CFM 2015144962  
Bk 4848 Pgs 1316-1340 (25 Pgs)  
DATE: 09/29/2015 09:41:04 AM  
ARMANDO RAMIREZ, CLERK OF COURT  
OSCEOLA COUNTY  
RECORDING FEES \$214.00

**KISSIMMEE GATEWAY AIRPORT  
FIXED BASE OPERATOR'S LEASE AGREEMENT  
WITH QUANTUM FBO GROUP KISSIMMEE, LLC.**

THIS AGREEMENT is made and entered into this 24<sup>th</sup> day of September, 2015, by and between the **CITY OF KISSIMMEE**, State of Florida, a municipal corporation existing by and under the authority of the laws of the State of Florida, hereinafter referred to as the "**City**" and **Quantum FBO Group - Kissimmee, LLC.**, hereinafter referred to as "**Lessee**" or "**Tenant**" a limited liability company organized and existing under the laws of the State of Ohio.

**WITNESSETH:**

**WHEREAS**, the City owns and operates the Kissimmee Gateway Airport (the "Airport"); and

**WHEREAS**, Ranger Aviation, prior Fixed Base Operator executed multiple Fixed Base Operator's Lease Agreements for several parcels of land located in the Western Quadrant of the Airport; and

**WHEREAS**, Quantum FBO Group – Kissimmee, LLC accepted assignments from Ranger Aviation of all but three (3) of the leases for these parcels; and

**WHEREAS**, Three of the leases for three of the parcels are controlled by two banks; and

**WHEREAS**, Lessee desires to execute new leases for certain parcels in the Western Quadrant of the Airport, for its business purposes;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

**ARTICLE I  
LEASED PREMISES**

The "City" hereby leases to the Lessee and the Lessee leases from the "City" the Premises described in composite Exhibit "A" which is attached hereto and made a part hereof by

Quantum FBO Group Kissimmee, LLC  
Lease Agreement  
Page 1 of 23

reference. In the event of any discrepancy between a legal description and a graphic depiction of the Premises, the legal description shall control.

"City" reserves the right to reduce or otherwise adjust the area included in the Premises for construction of Airport development projects; provided, however that such reduction or adjustment shall not materially and adversely affect Lessee's business operations. If the rent is based on the area of the Premises, then the rent shall be reduced in proportion to the reduction of the total area.

Lessee acknowledges that it is accepting the Leased Premises and the improvements located thereon "As Is" and that the City has made no representations or warranties respecting the suitability thereof for Lessee's purposes and that, except as specifically provided herein, the City has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Leased Premises, any leasehold improvements, or fixtures, furnishings or equipment installed in or used on the Leased Premises.

The leased premises are subdivided as follows for identification and operational purposes, to wit:

formerly:

|          |   |             |       |       |         |             |           |
|----------|---|-------------|-------|-------|---------|-------------|-----------|
| W7       | ← | Parcel Q-1  | 1.13  | acres | 12,500  | square feet | Hangar    |
| W6       | ← | Parcel Q-2  | 0.767 | acres | 12,500  | square feet | Hangar    |
| W8       | ← | Parcel Q-5  | 1.0   | acres | 14,000  | square feet | Hangar    |
| W9       | ← | Parcel Q-6  | 1.0   | acres | 12,500  | square feet | Hangar    |
| W10      | ← | Parcel Q-7  | 1.0   | acres | 12,500  | square feet | Hangar    |
| W11      | ← | Parcel Q-8  | 1.25  | acres | 3,000   | square feet | Fuel Farm |
| W20      | ← | Parcel Q-9  | 1.03  | acres | 18,000  | square feet | Hangar    |
| W17      | ← | Parcel Q-12 | 1.1   | acres | 0       | square feet | Vacant    |
| W18      | ← | Parcel Q-20 | 2.95  | acres | 128,502 | square feet | Ramp      |
| W18 Ramp | ← | Parcel Q-21 | 3.43  | acres | 149,364 | square feet | Ramp      |
| W13      | ← | Parcel Q-22 | 4.13  | acres | 180,087 | square feet | Ramp      |
| W16      | ← | Parcel Q-23 | 0.96  | acres | 41,887  | square feet | Ramp      |

## **ARTICLE II**

### **USE**

The Leased Premises and the Facility shall be used by Lessee for the purpose of conducting Category "A" Fixed Base Operator activities in strict accordance with the City's Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Airport as they do now and may hereinafter exist, for the renting or leasing of automobiles in connection therewith, and for such other uses incidental thereto as the City may from time to time approve in writing but for no other purpose.

## **ARTICLE III**

### **TERM**

The term of this Agreement shall be for a period approximately twenty 20 years, 5 months, ending January 31, 2036.

Provided Lessee is not in default of the Lease Agreement, Lessee is hereby granted an exclusive first option to renew this Agreement upon all the existing terms and conditions except for rent for one (1) additional term of ten (10) years. This option shall be exercised by written notice to the City not less than one hundred twenty (120) days prior to expiration of the existing term.

In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after "City" gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement, but shall be a month-to-month tenancy only. The amount of rent to be paid during this hold over period shall equal one and a half (1-1/2) times the normal monthly rent chargeable at the termination of the Lease.

## **ARTICLE IV**

### **RENT**

The annual rent payable by Lessee to the City for its use of the Leased Premises during the term of this Lease Agreement shall be \$83,465.88.

**TIME AND PLACE OF PAYMENT.** All payments are to be made at the office of the Finance Director, City of Kissimmee, 101 N. Church Street, or such other place as the City may direct Lessee in writing.

DELINQUENT RENT. A late fee of 5% of the amount due will be charged on the 16th of the month. A separate late fee shall be charged for every month that Lessee's monthly payment is past due. The City shall charge no interest upon that portion of any debt that, in good faith, is in dispute. Receipt of the late fee is not a waiver of the default, but is additional costs incurred by the City for the Lessee's failure to perform.

RENT ADJUSTMENTS. City and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index - Urban Wage Earners and Clerical Workers ("price index") as published by the United States Department of Labor's Bureau of Labor Statistics. The parties hereto will compare the price index every third year with the price index for 2015 and the Annual Rent payments shall be increased (or decreased) in the same proportion as said price index has increased (or decreased) when compared with the price index for, 2015. In no event, however, shall the Annual Rent increase be more than ten percent (10%) on any Adjustment Year.

## **ARTICLE V**

### **OTHER FEES AND CHARGES**

FUEL DUMPAGE FEES. In addition to the rent and other charges payable hereunder, Lessee shall, on or before the twentieth (20<sup>th</sup>) day of each calendar month during the term hereof; pay to the City, without further demand, a fuel dumpage fee for each gallon of aviation fuel delivered to the Leased Premises during the preceding calendar month. The fee established by the City is currently \$.05 per gallon.

AUTOMOBILE RENTAL FEES. In consideration for the right to operate an automobile rental concession from the Leased Premises in connection with its fixed base operation, Lessee further agrees to pay to the City, on or before the fifteenth (15<sup>th</sup>) day of each calendar month during the term hereof, without further demand, an amount equal to five percent (5%) of all gross revenues derived by any person or entity from the renting or leasing of automobiles or other ground transportation vehicles from the Leased Premises, including, but not limited to, all charges for vehicular and medical insurance coverage, but excluding any state or federal sales or use taxes; provided, however, the amount of such payment shall be reduced by the amount of sums paid to the Lessor directly by any such person or entity other than Lessee on account of such renting or leasing. Each such payment hereunder shall be accompanied by a statement, signed by an officer of Lessee, which sets forth the total amount of revenues so derived in such form and with such particularity as the Lessor may reasonably request.

## **ARTICLE VI**

## **OBLIGATIONS OF LESSEE**

**TAXES AND ASSESSMENTS.** Lessee shall, at its own expense and at all times during the term of this Lease, pay all lawful taxes and assessments levied against the Leased Premises and/or facility as well as all taxes and assessments levied against the personal property used by Lessee in its operation on the Leased Premises. None of the terms, covenants or conditions of the Agreement shall be construed as a release or waiver on the part of the City of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of Lessee.

**MAINTENANCE AND REPAIR.** Lessee shall be solely responsible, at its own cost and expense, for performing all maintenance, repair and replacement of the Facility and all other improvements located on the Leased Premises (including all paved areas, whether now existing or hereinafter constructed) required to keep the same in attractive, safe and sanitary condition, and all such maintenance, repair and replacement shall be of quality at least equal to the original in then existing current standards materials and workmanship. All exterior paint colors shall be subject to the prior written approval of the City.

**UTILITIES.** Lessee shall be solely responsible for and pay all charges for utilities to the Leased Premises and the Facility, including but not limited to all charges pertaining to the providing of sewer, water, gas, electricity and telephone service.

**TRASH AND GARBAGE REMOVAL.** Lessee shall maintain the Leased Premises including all improvements at all times in a safe, neat and sightly condition and shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises, and shall remove such debris to a disposal site off of the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of its operation. Lessee shall provide and use suitable-covered metal receptacles located in an area designated by City for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

**ACCESS.** Lessee and its employees and invitees shall, subject to the reasonable rules and regulations of the city, have the right to access, ingress and egress to and from the Leased Premises.



MINIMUM STANDARDS/RULES AND REGULATIONS. Lessee covenants and agrees to observe and comply with all Minimum Standards for the Airport as the same may now exist and as they hereinafter be amended or revised, and with all reasonable rules and regulations of the City which now exist or may hereinafter promulgated from time to time governing safe conduct on and operations at the Airport and the safe use of its facilities.

NONDISCRIMINATION. The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services therein, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Lessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

The Lessee agrees to furnish service on a fair, equal, and nondiscriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Airport in accordance with all applicable federal, state, local and "City" statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean up, containment and otherwise abatement of such contamination at Lessee's sole cost and expense. Further, Lessee shall notify the "City" and appropriate governmental agency of such occurrence immediately. Should the Lessee fail to do so the Lessee shall be in default and the "City" may take any reasonable and appropriate action in the Lessee's stead without waving any

claims against the Lessee. The cost of such remedial action by the "City" shall be paid by the Lessee upon demand.

INDEMNITY AND INSURANCE BY LESSEE. Lessee further covenants and agrees that Lessee shall indemnify and save forever harmless the City from any and all claims for damages of any kind or nature which may hereafter be made against City on account of any personal injuries (including wrongful death) or property damage resulting from the Lessee's use of the Leased premises, except where proximately caused by the City's negligence and for his purpose Lessee shall procure and maintain in effect for the term of this Agreement, with insurance carriers acceptable to City, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance; Public Liability; Property Damage covering all of Lessee's activities, Building and Property Casualty Coverage, and the Leased Premises at the Airport. The policy limits will be as set forth in the Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Airport. The Lessee shall maintain such insurance with insurance underwriters authorized to do business in the State of Florida satisfactory to the City. Coverage is to be written on the broadest liability form including but not limited to products liability, hangar keepers liability, blanket contractual, independent contractors and aviation non-ownership. All policies shall include the City as an additional insured as its interests appear. Lessee shall furnish City with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the City, shall submit to the City, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy of policies cannot be canceled or materially modified except upon sixty (60) days advance written notice by registered or certified mail to the City. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports or upon Ordinance adoption.

COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of Lessee's business and in addition, those rules, ordinances, and regulations of the City not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any of the above shall be borne by the Lessee.

## **ARTICLE VII**

### **OBLIGATIONS OF CITY**

A. OPERATION AS A PUBLIC AIRPORT. City covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by City to the U.S. Government under the Federal Airport Act.

B. ENTRY AND INSPECTION. City shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The City shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

C. MAINTENANCE BY CITY. City will maintain and keep the Leased Premises in good repair except for the maintenance obligations of Lessee as set forth in this Agreement. In no event, however, shall City be required to maintain or repair damage caused by the negligent or willful act of Lessee, its agents, servants, invitees or customers. However, if due to any negligent or willful act by the Lessee, its agents, servants, invitees or customers, there is a need for maintenance or repair of damage, then Lessee shall do such maintenance or repair in a prompt, reasonable manner.

## **ARTICLE VIII**

### **ENVIRONMENTAL MATTERS**

#### **A STORAGE TANKS**

1. Lessee agrees to comply with all applicable federal, state and local government regulations regarding above and underground storage tanks effective on the date of execution of this Agreement and as hereafter may be enacted or amended. Specifically, Lessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the premises or which might discharge on or under the premises, shall be registered with the appropriate federal, state and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean "determined to meet applicable federal and state environmental regulatory requirements.") Further, Lessee agrees to properly record, maintain and reconcile all inventory records required by appropriate federal, state and local regulations and to make such records available for inspection at the Premises at all times during normal business hours.

2. Lessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. S280 by obtaining at least one million dollars (\$1,000,000.00) of third-party liability insurance and one million dollars (\$1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Lessee on or adjacent to the Premises. Such insurance must be maintained in effect during the entirety of the term of this Agreement and proof of such insurance must be provided to City prior to the operation or installation of any regulated above or underground petroleum storage tank on the Premise. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072, Florida Statutes.

3. Lessee shall perform a Level I environment inspection of its existing fuel farm and adjacent real property.

**B. INDEMNIFICATION.**

1. Lessee agrees to indemnify and hold the City, and the members, officers, employees and agents of each, harmless from and against all liabilities, claims, judgment, costs, damages, fines penalties and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to or death of any person, resulting or arising from Lessee's use, occupancy, operation or maintenance of the Leased Premises, including the work, acts or omissions of its officers, agents, employees, contractors, subcontractors, operators and sublessees, except when proximately caused by the City's negligence or by the joint negligence of the City and any person other than Lessee, its officers, agents, employees, contractors, subcontractors, operators or sublessees.

2. City will refer to Lessee, promptly upon notice thereof, any claim made or suit instituted against it which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to liability and amount.

**C. HAZARDOUS MATERIALS COVENANTS.**

1. Lessee hereby represents and warrants to and for the benefit of the City that the Premises will not be used or operated in any manner that will result in the storage use, treatment, manufacture or disposal of any Hazardous Materials (hereinafter defined) upon the Premises or any portion thereof (except for Hazardous Materials that are customarily and properly used in aircraft maintenance operations and which are used and stored in material compliance with applicable laws), or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. S6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24, S6901 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) any substance the presence of which on the Premises is prohibited by any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Premises; (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious or radioactive by any laws or by any other legal requirements affecting the Premises. The term "Hazardous Materials Contamination": shall mean and refer to the contamination of the Premises, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Premises.

2. In addition to and without limiting the generality of any other provisions of this Lease, Lessee shall and hereby does indemnify and hold the City harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines penalties and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Lessee or Lessee's employees, agents, delegates, invitees, licensees, concessionaires, contractors or representatives, of any Hazardous Materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Premises caused by Lessee, its employees or agents. The provisions of this Section shall survive any acquisition of the premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities.

## **ARTICLE IX**

### **DAMAGE OR DESTRUCTION OF PREMISES**

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm or other force of the elements or by the public enemy or from any cause not brought about by the Lessee so as to adversely affect the Lessee's use of its exclusive space therein even though not rendering such space untenable, such damage shall be promptly repaired with due diligence by the Lessee at its own cost and expense. If damage caused shall be so extensive as to render the Lessee's exclusive space untenable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessee shall repair the damage with due diligence at its own cost and expense, and the rent payable shall be proportionately paid up to the time of such damage, but shall thenceforth cease until such time as such building and space shall be restored. In case the Leased Premises are completely destroyed or so damaged that it will and does remain untenable for a period of more than sixty (60) days, either party shall have the right to terminate this Lease upon written notice to the other within sixty (60) days from the date of such damage or destruction. Nothing in this Article shall apply to damages to the Leased premises caused by the acts of the Lessee, and Lessee shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessee shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessee.

### **ARTICLE X**

#### **TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS**

A. **TERMINATION.** This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. **TERMINATION BY LESSEE.** Lessee may terminate this Agreement after the happening of one or more of the following events:

The default by City in the performance of any covenant or Agreement herein required to be performed by City and the failure of City to remedy such default for a period of sixty (60) days after receipt from Lessee or written notice to remedy the same.

C. **EXERCISING LESSEE'S RIGHTS OF TERMINATION.** Lessee may exercise such right of termination by written notice to City at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the City.

D. **TERMINATION BY CITY.** City may terminate this Agreement in the event Lessee shall:



1. Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of thirty (30) days after the time such payments become due and such payments are not made within (10) days after receipt of written notice for the City of said non-payment.
2. Make a general assignment for the benefit of creditors.
3. Filing a voluntary or involuntary petition in bankruptcy.
4. Abandon the Leased Premises.
5. Default in the performance of any of the covenants, Agreements and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from City of said default;
6. Appointment of receiver for Lessee;
7. Violation of City rules and regulations not inconsistent with the provisions of this lease and such default continues for a period of thirty (30) days after receipt of written notice from City of said default.

E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event City exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article (Termination by City), a notice of termination shall be sufficient to terminate this Agreement. Upon such termination, Lessee agrees that it will forthwith surrender up possession of the Leased Premises to City. In this connection, Lessee expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by City.

F. SUBLETTING AND ASSIGNMENT. Except for the maintenance and storage of aircraft, Lessee may not rent or sublease the Leased Premises without the prior written consent of the City.

Lessee may, with the prior written consent of City, assign this Agreement; in such event, Lessee shall remain liable to City for the remainder of the term of the Agreement to pay to City any portion of the rental and other fees and costs not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the

City, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

## **ARTICLE XI**

### **RIGHTS UPON TERMINATION**

A. **LEASED PREMISES.** It is the intent of this Agreement that the Leased Premises shall be and remain the property of City during the entire term of this Lease and thereafter.

B. **REMOVAL OF PERSONAL PROPERTY.** At the termination of the Lease for any reason, after payment of all rents and charges, Lessee may upon consent of the City shall have the right, within thirty (30) days thereafter to remove any of its fixtures, furniture, machinery, equipment and signs installed on the Leased Premises by Lessee, except as provided otherwise herein but shall repair at its own expense all damage caused by such removal. On termination of this Agreement, from whatever cause, the City shall have the right, upon thirty (30) days notice, to require the Lessee at the Lessee's own expense to remove any of its fixtures, structures, additions and improvements, as well as all furniture, machinery, equipment and signs installed on the Leased Premises and the Lessee shall repair at the Lessee's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by Lessee within such time shall become be deemed abandoned and become the property of the City.

C. **LANDLORD LIEN.** If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, and then the City shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. City shall have the right to liquidation of such personal property to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Lessee.

## **ARTICLE XII**

### **GENERAL PROVISIONS**

A. **CITY'S RESERVED RIGHTS**

1. City at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Lessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of City would limit the usefulness of the Airport or constitute a hazard to aircraft.

2. This Agreement shall be subordinate to the provisions of any existing or future Agreement between City and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to City for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT. Lessee by accepting this Agreement expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the City reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Lessee.

City shall maintain and keep in repair the landing area of the Airport, and shall have the right to direct and control all activities of the Lessee in this regard.

C. NONEXCLUSIVE RIGHT. Nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by section 308 (a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

D. WAIVER OF JURY TRIAL; ATTORNEY'S FEES. It is mutually agreed by and between Lessee and City that each of the parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action the prevailing party shall be entitled to an award of attorney's fees, including those incurred in appellate proceedings.

E. TAXES, LICENSES AND PERMITS. Lessee shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

G. NOTICE. Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by Certified or Registered Mail with return receipt, addressed to:

Director of Aviation  
Kissimmee Airport  
301 N. Dyer Boulevard, Suite 101  
Kissimmee, FL 32741-4613

and notices, consents and approvals to Lessee addressed to:

Quantem FBO Group Kissimmee, LLC.  
Attn: Blake Fish or Sal Calvino  
175 Ammon Drive  
Manchester, NH 03103

Copy to:  
Attn: Jack Tucker, Esq.  
Robbins, Kelly, Patterson & Tucker  
7 West 7<sup>th</sup> Street, Suite 1400  
Cincinnati, Ohio 45202

or such other addresses as the parties may designate to each other in writing.

H. FLORIDA LAW/VENUE. This Agreement shall be interpreted in accordance with the laws of the state of Florida/venue of all actions shall be Osceola County, Florida.

I. SUCCESSORS AND ASSIGNS. All of the terms, covenants and Agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

J. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the terms of this Agreement.

**ARTICLE XIV**  
**MISCELLANEOUS PROVISIONS**

A. The Airport may from time to time be required by the United States Government, or its agencies, to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of Airport, and Lessee agrees that it will adopt any such requirement as a part of this Agreement.

B. If Lessee shall furnish any services to the public at Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, providing that Lessee shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchases, if any.

C. Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that, except as to Lessee's exclusive possession of the Leased Premises, the rights granted under this Agreement are nonexclusive.

D. Lessee shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Leased Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport.

E. The Airport reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, for navigation or flight in the said airspace for landing on, taking off from or operating on the Airport.

F. Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

G. Lessee agrees to require any lights on the Leased Premises to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing or taking off from Airport.

H. Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Premises which would interfere with or otherwise constitute an Airport hazard.

I. Lessee agrees that it will not unreasonably exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any maintenance service on its own aircraft with its own employees (including but not limited to maintenance and repair) that it may choose to perform.

J. Except as otherwise provided herein, the provisions of this Lease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

K. City and Lessee acknowledge and agree that from and after the effective date hereof, this Lease Agreement contains the entire Agreement between the parties hereto with respect to the subject matter hereof, and any modification, release, discharge, or waiver of any provision contained herein shall be of no force or effect unless set forth in writing and signed by the party to be bound.

#### **ARTICLE XV** **PRIOR LEASES**

Both parties acknowledge and agree that all prior leases, addendums and amendments for Parcels W-6, W-7, W-8, W-9, W-10, W-11, W-13, W-16, W-17, W-18, W-20 are hereby terminated and extinguished. As for Parcels W-5, W-15, and W-19, Quantum FBO Group – Kissimmee, LLC has not accepted assignment of the leases for such parcels, and those leases remain in effect.

#### **ARTICLE XVI** **MORTGAGE INTEREST**

Notwithstanding any provision of this Lease Agreement to the contrary, the provisions herein-after set forth shall apply to the holder of record of a first mortgage on Tenant's interest herein:

A. The Tenant shall have the right to mortgage Tenant's interest under this Lease to a federal or state savings and loan association, bank or trust company, insurance company, pension fund or trust or other institutional lender authorized to make leasehold mortgage loans in the State of Florida without obtaining the prior consent of the City, subject, however, to the other terms and conditions of this Lease.

B. If the Tenant shall mortgage its leasehold interest and if the holder of the mortgage shall forward to the City a copy of the recorded Mortgage together with a written



notice setting forth the name and address of the leasehold mortgagee, then, until the time that the leasehold mortgage shall be satisfied or record, the following provisions of this paragraph shall apply.

C. When giving notice to the Tenant with respect to any default under the provisions of this Lease, including the failure of Tenant to pay rent, the City will also serve a copy of such notice upon the leasehold mortgagee(s), which copy shall be sent by City by Certified Mail, Return Receipt Requested, to such mortgagee(s), which notice must specify the nature of each such default.

D. The leasehold mortgagee, upon receipt from City of the notice referred to in subparagraph (C) above, shall have, in addition to any period of grace extended to the Tenant under the terms and conditions of this Lease, a period of sixty (60) days within which to cure the default or cause the same to be cured, or to commence to cure such default with diligence and continuity; provided, however, that as to any default of Tenant for failure to pay rent and any late fees, the leasehold mortgagee shall be given written notice of such default by certified mail by City, and the leasehold mortgagee shall have thirty (30) additional days from the date the notice of default was mailed within which to cure such default.

E. In case the Tenant shall default under any of the provisions of this Lease, the leasehold mortgagee shall have the right to cure such default, whether the same consists of the failure to pay rent or the failure to perform any other matter or thing which the Tenant is required to do or perform, and City shall accept such performance on the part of the leasehold mortgagee as though the same had been done or performed by Tenant. City further agrees, that in the case of any default by Tenant, so long as no default in respect of the payment of rent shall exist hereunder, that City will take no action to effect a termination of the term of this Lease by the serving of a notice by reason of any such default, without first giving to the leasehold mortgagee a reasonable time, not to exceed sixty (60) days from the mailing of notice by City, except payment of rent which shall be cured by leasehold mortgagee within thirty (30) days of mailing of notice, within which to cure said defaults [(i) to obtain possession of the premises (including possession by receiver) and cure such default in the case of a default which is susceptible of being cured when the leasehold mortgagee has obtained possession; or (ii) to institute foreclosure, or otherwise acquire Tenant's interest under this Lease, with diligence and continuity and, thereafter to commence and diligently proceed to cure such default; provided, however, that the leasehold mortgagee shall not be required to continue such possession or continue such foreclosure proceedings if the default which would have been the reason for serving such a notice shall be cured, and provided further, that nothing herein shall preclude City from exercising any rights or remedies under this Lease with respect to any other default by Tenant during any period of

such forbearance.] City agrees to recognize the leasehold mortgagee as the Tenant under this Lease for so long as the leasehold mortgagee holds this Lease as a result of a foreclosure of its mortgage or as a result of the assignment of this Lease in lieu of foreclosure, or otherwise, whereupon such leasehold mortgagee shall immediately become and remain liable under this Lease, except as provided below without having to obtain the consent of the City to same. In such event, the term "Tenant" as used in this section, means only the owner or holder of the Tenant's interest for the time being so that in the event of a sale, assignment or other disposition of the Tenant's interest in this Lease by the leasehold mortgagee, the mortgagee shall be entirely freed and released of all covenants and obligations of the Tenant under this Lease.

F. References in this lease to acquisition of the Tenant's interest in this Lease by the leasehold mortgagee shall be deemed to refer, where circumstances require, to acquisition of the Tenant's interest in this Lease by any purchaser at a sale on foreclosure of the leasehold mortgage, and all provisions to the leasehold mortgagee in such instance or instances shall also be applicable to any such purchaser. Any acquisition of Tenant's interest in this Lease shall be restricted to the approved Fixed Base Operator ("FBO") uses.

G. Any leasehold mortgage shall be specifically subject and subordinate to the City's rights under this Lease. The foregoing shall not be deemed or construed to impose or establish upon the Tenant's interest in this Lease or upon the lien of any leasehold mortgage the superiority of any lien or encumbrance, including, without limitation, the lien of any fee mortgage, judgment or tax created directly or indirectly by, through or against the City or the City's interest in this Lease.

H. In the event of any conflict or inconsistency between the terms of this Article and any other provision of this Lease, the terms of this Article shall control.

I. Within ten (10) days after written request by Tenant or Tenant's leasehold mortgage, or in the event that upon any sale, assignment or mortgage of Tenant's interest in this Lease by Tenant or Tenant's leasehold mortgagee, an estoppel certificate shall be required from City, City agrees to deliver in recordable form an estoppel certificate to any proposed leasehold mortgagee, purchaser or assignee, or to Tenant certifying (if such be the case): (i) the amount of rental and additional rental due under the Lease, if any, and the date to which rentals have been paid; (ii) that this Lease is in full force and effect; (iii) that City has no knowledge of any default under this Lease or if any default exists, specifying the nature of the default; and (iv) that there are no defenses or offsets which may be asserted by City against Tenant in respect of obligations pursuant to this Lease or if defenses or offsets exist specifying the nature of such offsets or defenses.

J. City agrees that the leasehold mortgagee need not pay or otherwise satisfy any claim, the lien of which would be extinguished upon the conclusion of foreclosure proceedings brought by the leasehold mortgagee, nor shall leasehold mortgagee be required to cure any default relating to the insolvency, financial condition or bankruptcy of Tenant, nor shall City be entitled to terminate this Lease, accelerate the rent or exercise any other remedy under this Lease for any reason including as a consequence of Tenant's refusal, inability or failure to assume and affirm this Lease as an asset of Tenant's bankruptcy estate so long as, within sixty 60 days following the leasehold mortgagee's acquisition of title to the Property following a foreclosure of the leasehold mortgagee's mortgage on the Property or through a Deed in Lieu of Foreclosure, the leasehold mortgagee commences to cure defaults required to be cured by it under the language above in this paragraph and thereafter diligently prosecutes the same and any notice of termination theretofore given shall be void and of no force and effect. City further acknowledges and agrees that if, during the course of a bankruptcy proceeding involving Tenant as Debtor, Tenant rejects or otherwise fails to assume and affirm this Lease as an asset of Tenant's bankruptcy estate, this Lease shall not terminate and the leasehold mortgagee may, within sixty (60) days of receipt of written notice from City of such rejection or other failure to assume this Lease and the irreversible release of such leasehold estate from Tenant's bankruptcy estate, assume this Lease by effecting a cure of the defaults required to be cured by the leasehold mortgagee under the language above in this paragraph and thereafter preserve the same. City further agrees that in the event the leasehold mortgagee forecloses its leasehold interest in the property or assigns Tenant's leasehold interest to a third party, City will not terminate the Lease solely on account of any event of default relating to the insolvency, financial condition or bankruptcy of Tenant, including, without limitation, Tenant's refusal, inability or failure to assume and affirm the Lease as an asset of Tenant's bankruptcy estate, in which event, City shall recognize the leasehold mortgagee as Tenant under the Ground Lease. City further agrees that the leasehold mortgagee may, pending foreclosure of its mortgage, take possession of the Property by and through its representative or receiver, as the leasehold mortgagee may elect and, provided it does so in accordance with the terms and provisions of the Lease, administer the leased property as if it were the tenant thereunder.

K. If Tenant, or any trustee of Tenant, shall reject the Lease pursuant to Section 365(h) of the Bankruptcy Code, 11 U.S.C. § 101, et seq (the "Bankruptcy Code"), (i) Tenant shall without further act or deed be deemed to have elected under Section 365(h) (1) of the Bankruptcy Code to remain in possession of the Property for the balance of the term of the Lease, (ii) any exercise or attempted exercise by Tenant of a right to treat the Lease as terminated under Section 365(h)(1) of the Bankruptcy Code shall be void and (iii) neither the Mortgage nor any other aspect of the Loan shall be affected or impaired by rejection of the

Lease. (For the purposes of Section 365(h) of the Bankruptcy Code, the term "possession" shall mean the right to possession of the Property granted to Tenant under the Lease notwithstanding that all or part of such Property shall have been subleased.)

L. If, notwithstanding the provisions of subparagraph (J) above, the leasehold mortgagee reasonably determines that a new lease will be necessary to give legal or practical effect to the unimpaired or unaffected continuation of the leasehold mortgage, City will enter into a new lease ("New Lease") of the Property. In the event of termination of the Lease as a result of Tenant's default, or otherwise, without the prior written consent of leasehold mortgagee, City shall, in addition to providing the notices of default and termination as required by subparagraph (C) above, provide the leasehold mortgagee with written notice that the Lease has been terminated together with a statement of all sums which would at the time be due under the Lease, but for such termination, and of all other defaults, if any, then known to City. City agrees to enter into a new lease ("New Lease") of the Property with the leasehold mortgagee or its designee for the remainder of the term of the Lease effective, as of the date of termination, at the rent and additional rent, and upon the terms, covenants and conditions (including all options to renew but excluding requirements which are not applicable or which have already been fulfilled) of the Lease, provided:

i. leasehold mortgagee shall make written request upon City for such New Lease within sixty (60) days after the date leasehold mortgagee receives City's notice of termination of the Ground Lease;

ii. leasehold mortgagee or its designee shall pay or cause to be paid to City at the time of the execution and delivery of such New Lease, any and all sums which would at the time of execution and delivery thereof be due pursuant to the Lease but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorneys fees, which City shall have incurred by reason of termination and the execution and delivery of the New Lease and which have not otherwise been received by City from Tenant or other parties in interest under Tenant;

iii. leasehold mortgagee or its designee shall agree to remedy any of Tenant's defaults of which leasehold mortgagee was notified by City's notice of termination and which are reasonably susceptible of being so cured by leasehold mortgagee or its designee;

iv. any New Lease made pursuant to this subparagraph shall be prior to any mortgage or other lien, charge, or encumbrance on the fee of the Property and the Tenant under such New Lease shall have the same right, title and interest in and to the Property and the buildings and improvements thereon as Tenant had under the Lease;

v. the Tenant under any such New Lease shall be liable to perform the obligations imposed on the Tenant by such New Lease only during the period such person has ownership of such leasehold estate.

M. In the event the leasehold mortgagee becomes the legal owner and holder of the leasehold estate under the Lease by foreclosure of its leasehold mortgage, or as a result of an assignment of the Lease in lieu of foreclosure (which assignment is hereby consented to by City), or in the event leasehold mortgagee is granted a New Lease pursuant to subparagraph L above, City hereby agrees that upon receipt of a written application for consent to the assignment of Lease from either Tenant or leasehold mortgagee to a new lessee to whom leasehold mortgagee desires to transfer its interest, City will execute a written consent to such assignment provided there is no outstanding default with respect to the payment of rental under the Lease. City further agrees that, upon becoming the owner and holder of the leasehold estate, leasehold mortgagee shall have all rights and privileges of the Tenant. Further, City agrees that upon acquisition of the leasehold estate by leasehold mortgagee, or its assigns, any default which is not reasonably capable of being cured by leasehold mortgagee, or which is personal to leasehold mortgagee, shall not be required to be cured by leasehold mortgagee or its assigns.

N. In the event that leasehold mortgagee shall acquire the interest of Tenant under the Lease and, in accordance with the foregoing subparagraph, assign such interest to a successor lessee, upon such assignment leasehold mortgagee shall thereupon be relieved of any further liability under the Lease.

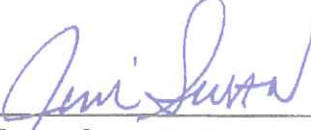
O. This Lease may not be amended without prior written consent of leasehold mortgagee.

P. City and Tenant shall cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by a proposed leasehold mortgagee for the purpose of implementing the mortgagee-protection provisions contained in the Lease and allowing such mortgagee reasonable means to protect or preserve the lien of the leasehold on the occurrence of a default under the terms of this Lease. City and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that any such amendment shall not in any way affect the term or rent under this Lease, nor otherwise in any material respect adversely affect any rights of City under this Lease.

*Signature page to follow.*

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement this 24<sup>th</sup> day of September, 2015.

CITY OF KISSIMMEE, FLORIDA

By:   
Mayor-Commissioner



ATTEST:

  
City Clerk

QUANTEM FBO GROUP - KISSIMMEE, LLC.

By: 

Title: 

ATTEST:

\_\_\_\_\_

Approved as to form and  
legal sufficiency.

  
City Attorney





## HANGAR LEASE

This Lease is made and entered into by and between NEXT Aviation LLC dba SyncJet Aviation (hereinafter referred to as "Sublessee") and Quantem FBO Group – Kissimmee, LLC., (hereinafter referred to as "Sublessor") on this 15th of November, at Kissimmee, FL.

In consideration of the mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. Sublessor leases to Sublessee hangar space at Sublessor's Facilities, collectively Hangars, Offices, Interior and exterior Common Areas aircraft and auto parking and movement areas, at Kissimmee Gateway Airport (Airport) for the storage of various aircraft models and tail numbers (the "Aircrafts") for a monthly rate of \$5,950.00 , plus any applicable leasehold or other taxes/fees on property leases, and for no other purpose except as specifically set forth in this Lease and for no other purpose except as specifically set forth in this Lease The current leased space is equivalent to space of one Half of hangar 4. Sublessor and lessee agree to rent the entire hangar March 1st, 2024, for the price of \$11,000 per month.
2. The Premises shall be used for Aircraft Storage, Aircraft Repairs (Excluding Paint Work), parts storage, including all uses reasonably incident thereto, and for no other purpose without the prior written consent of Sublessor.
3. The term of this Lease shall commence on December 1<sup>st</sup>, 2023, and end on December 1<sup>st</sup>, 2028, (the "Initial Term"). The Term of this Lease may be extended by the agreement of both parties. The Sublessor or Sublessee may cancel this Lease with 90 days written notice providing either the sublessee or sublessor is in breach of any of the terms of this agreement to include the spirit of this agreement.
4. Sublessee will pay rent in the amount of \$5,950.00 (Five thousand nine hundred and fifty dollars) per month payable in advance of the 1<sup>st</sup> of the month and without demand at the office of Sublessor at the Kissimmee Gateway Airport or at such other place as may be designated by Sublessor in writing. The above stated rates and the utility fee, if any, will be subject to re-evaluation and adjustment on an annual basis by Sublessor. Sublessee will pay rent of \$11,000.00 (Eleven Thousand dollars per month, beginning on March 1<sup>st</sup>, 2024, for the entire hangar 4 area.
5. Sublessee shall pay a monthly utility fee of \$ \$125.00 for any water, gas, electricity, landscaping, and irrigation furnished to the Premises. Failure by Sublessor to furnish, or any stoppage of these services, resulting from causes beyond the control of Sublessor, or from any cause, shall not render Sublessor liable in any respect for damages to either person or property, nor be construed as an eviction of Sublessee or constitute an abatement of rent, nor relieve Sublessee from fulfillment of any covenant or agreement hereof.
6. Janitorial service is the responsibility of the Sublessee, unless the lease is for an aircraft spot, as opposed to leasing a defined amount of square footage of the hangar. Janitorial service can be provided for an additional charge upon request.

7. As security for the performance of its obligations under this Lease, Sublessee will deposit one month's rent and utility fee with Sublessor prior to occupancy (the "Security Deposit"). The Security Deposit may be applied by Sublessor to cure any default by Sublessee under this Lease. Upon notice by Sublessor of such application, Sublessee shall replenish the Security Deposit in full by promptly paying to Sublessor the amount so applied. Within thirty (30) calendar days after the expiration or termination of this Lease, Sublessor shall return to Sublessee any unused portion of the Security Deposit.
8. The parties recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers (the "price index") as published by the United States Department of Labor's Bureau of Labor Statistics. On or before the one-year anniversary of the lease commencement date and continuing for each lease year thereafter, the parties hereto will compare the price index for September of the current year with the price index for November of the immediately preceding calendar year. The then current monthly base rent shall be increased by the same percentage as said price index has increased over such period. Such increase in monthly base rent shall be effective as of January 1st of such lease year. The first such increase to monthly base rent shall be effective as of January 1st, 2025, and shall be calculated by multiplying the then current monthly base rent by a percentage equal to the percentage increase (if any) in the price index from the preceding November to the current November. The monthly base rent shall not be reduced.
9. This Lease with the attached General Terms and Conditions and any and all Exhibits expressly incorporated herein by reference and attached hereto shall constitute the entire agreement between the parties with respect to the subject hereof and any other understanding or agreements, written or oral, are superseded hereby. Any modification of this agreement shall not be binding unless the same is made in writing and is signed by the parties. The waiver by either party of any breach of any covenant in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant in this Lease, nor shall any custom or practice which may grow up between the parties in the administration of this Lease be construed to waive or to lessen the right of Sublessor or Sublessee to insist upon the performance by Sublessor or Sublessee in strict compliance with this Lease.

In witness whereof, the parties execute this Hangar Lease on the date and year above written.

Kissimmee, FL. November 15<sup>th</sup>, 2023.

DocuSigned by:

Pedro Bizzotto

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SyncJet Aviation

Signed by Pedro Bizzotto – CEO

DocuSigned by:

Thomas Vallejo

DEE2455A2B2728A

Quantem FBO Group

Signed by Thomas Vallejo – VP of Operations

Witness:

DocuSigned by:

Algemiro Luiz Liston Jr

8E3EAE1CECB2435

Name: Algemiro Luiz Liston Jr

DocuSigned by:

Roberta Royle

68FE4688B8E148E

Name: Roberta Royle

## OFFICE SPACE LEASE

This Lease is made and entered into by and between NEXT Aviation LLC dba SyncJet Aviation (hereinafter referred to as "Sublessee") and Quantem FBO Group – Kissimmee, LLC., (hereinafter referred to as "Sublessor") on this 15th of November, at Kissimmee, FL.

In consideration of the mutual promises and covenants contained herein, the parties, intending to be legally bound, agree as follows:

1. Sublessor leases to Sublessee office space described in Exhibit 1 (the "Premises") at Sublessor's Facilities, collectively Hangars, Offices, Interior and exterior Common Areas, aircraft and auto parking and movement areas, at Kissimmee Gateway Airport (the "Airport") for a monthly rate of \$ 3,950.00, plus any applicable leasehold or other taxes/fees on property leases, and for no other purpose except as specifically set forth in this Lease.
2. The Premises shall be used for general office and parts storage purposes only, including all uses reasonably incident thereto, and for no other purpose without the prior written consent of Sublessor.
3. The term of this Lease shall commence on December 1<sup>st</sup>, 2023, and end on December 1<sup>st</sup>, 2028 (the "Initial Term"). The Term of this Lease may be extended by the agreement of both parties. The Sublessor or Sublessee may cancel this Lease with 90 days written notice providing either the sublessee or sublessor is in breach of any of the terms of this agreement to include the spirit of this agreement.
4. Sublessee will pay rent in the amount of \$ 3,950.00 (Three thousand, nine hundred and fifty dollars per month payable in advance of the 1<sup>st</sup> of the month and without demand at the office of Sublessor at the Kissimmee Gateway Airport or at such other place as may be designated by Sublessor in writing. The above stated rates and the utility fee, if any, will be subject to re-evaluation and adjustment on an annual basis by Sublessor.
5. The parties recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index – Urban Wage Earners and Clerical Workers (the "price index") as published by the United States Department of Labor's Bureau of Labor Statistics. On or before the one-year anniversary of the lease commencement date and continuing for each lease year thereafter, the parties hereto will compare the price index for September of the current year with the price index for November of the immediately preceding calendar year. The then current monthly base rent shall be increased by the same percentage as said price index has increased over such period. Such increase in monthly base rent shall be effective as of January 1st of such lease year. The first such increase to monthly base rent shall be effective as of January 1st, 2025, and shall be calculated by multiplying the then current monthly base rent by a percentage equal to the percentage increase (if any) in the price index from the preceding November to the current November. The monthly base rent shall not be reduced.



6. Janitorial service is the responsibility of the Sublessee. Janitorial service can be provided for an additional charge upon request.
7. As security for the performance of its obligations under this Lease, Sublessee will deposit one month's rent and utility fee with Sublessor prior to occupancy (the "Security Deposit"). The Security Deposit may be applied by Sublessor to cure any default by Sublessee under this Lease. Upon notice by Sublessor of such application, Sublessee shall replenish the Security Deposit in full by promptly paying to Sublessor the amount so applied. Within thirty (30) calendar days after the expiration or termination of this Lease, Sublessor shall return to Sublessee any unused portion of the Security Deposit.
8. This Lease together with the attached General Terms and Conditions and any and all Exhibits expressly incorporated herein by reference and attached hereto shall constitute the entire agreement between the parties with respect to the subject hereof and any other understanding or agreements, written or oral, are superseded hereby. Any modification of this agreement shall not be binding unless the same is made in writing and is signed by the parties. The waiver by either party of any breach of any covenant in this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other covenant in this Lease, nor shall any custom or practice which may grow up between the parties in the administration of this Lease be construed to waive or to lessen the right of Sublessor or Sublessee to insist upon the performance by Sublessor or Sublessee in strict compliance with this Lease. .
9. If the parties have executed both a Hangar and Office Lease, then any termination of the Hangar Lease shall also constitute a termination of this Office Space Lease.

In witness whereof, the parties execute this Office Space Lease on the date and year first above written.

Kissimmee, FL. November 15<sup>th</sup>, 2023.

DocuSigned by:

Pedro Bizzotto

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SyncJet Aviation

Signed by Pedro Bizzotto – CEO

DocuSigned by:

Thomas Vallejo

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Quantem FBO Group

Signed by Thomas Vallejo – VP of Operations

Witness:

DocuSigned by:

Algemeiro Luiz Liston Jr

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Name: Algemeiro Luiz Liston Jr

DocuSigned by:

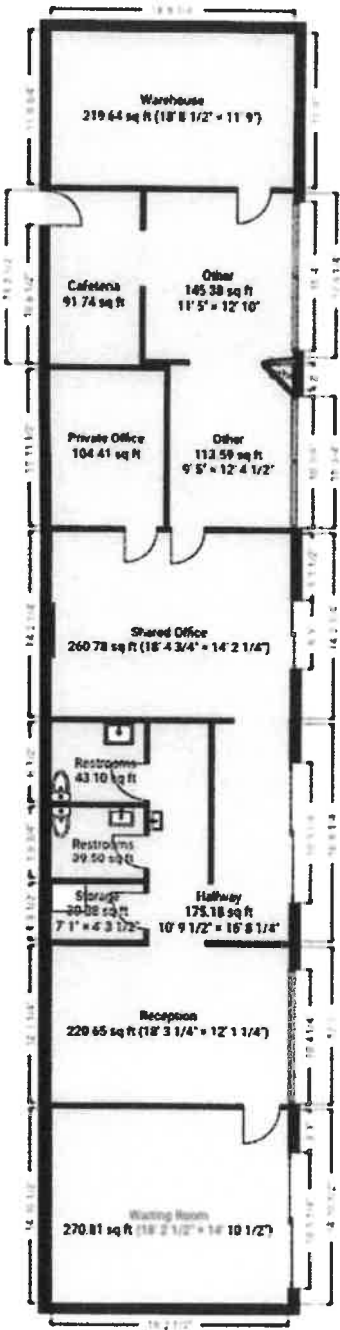
Roberta Royle

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Name: Roberta Royle

EXHIBIT 1

APROXIMATE FLOORPLAN FOR OFFICES





## ITEM 8.A

### (VSCRA) Acceptance of a Florida Department of Transportation Landscape Grant for the Vine Street Community Redevelopment Area

#### Request

Acceptance of the Florida Department of Transportation (FDOT) District Five Landscape Program Grant in the amount of \$1,775,366, approval to execute the funding agreement and approval for the City Manager or Economic Development Director to execute any grant related documents according to the levels of signature authority consistent with the City's Procurement Policy after its review by the City Attorney.

#### Explanation

In 2022, the Vine Street Community Redevelopment Agency (VSCRA) approved the Vine Street Landscape Master Plan. In 2023, the VSCRA approved an application for a Florida Department of Transportation (FDOT) District Five Landscape Program Grant, specifically for funding for landscape improvements along FDOT roads. FDOT approved the grant in the amount of \$1,775,366 for landscape improvements on Vine Street, from Ten Pin Drive to Denn John Lane.

FDOT will program funding for the project in conjunction with the FDOT US 192 Resurfacing Project, which is estimated to be completed in Spring 2027. Funding for the project will be programmed in the FDOT Five-Year Work Program in Fiscal Year 2027 (FY27) which begins July 1, 2026, and ends June 30, 2027. This grant will be in the form of a Joint Participation Agreement (JPA) between FDOT and the VSCRA, which will be executed within the fiscal year programmed.

The total amount awarded of \$1,775,366 consists of:

- \$1,543,797 for plant and plant materials:
  - Phase 1 & 3 Medians \$595,993;
  - Phase 2 Vegetated Swales \$101,725;
  - Phase 4 Remaining Roadside \$846,079.
- \$231,569 for 15% of eligible ancillary costs

All landscape funding is based on the Governor approving the FDOT budget each year. These funds are susceptible to change or cancellation each year.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget      | Actual |
|-----------------|-----------|---------------------|-------------|--------|
| 15100334 334490 |           | Increase            | \$1,775,366 |        |
| 10625506 506393 |           | Increase            | \$1,775,366 |        |

#### Financial Summary:

The project will begin in Fiscal Year 2027 (FY27), which begins July 1, 2026. The VSCRA will design, contract, oversee construction and maintain the landscape project. FDOT will reimburse VSCRA in the amount of \$1,775,366 when the project is complete. VSCRA has sufficient funds for this project.

## **Recommendation**

Approval of the Florida Department of Transportation (FDOT) District Five Landscape Program Grant in the amount of \$1,775,366, and to execute the funding agreement and approval for the City Manager or Economic Development Director to execute any grant related documents according to the levels of signature authority consistent with the City's Procurement Policy after its review by the City Attorney.

## **REQUESTED CITY COMMISSION ACTION:**

Accept

Department: Economic Development  
Presenter: Samia Singleton

## **Attachment(s):**

1. FDOT Landscape Program Application
2. Approval FDOT Landscape Funds - JPA City of Kissimmee - US 192 (Vine Street) Ten Pin Drive to John Denn Lane
3. Sample LANDSCAPING JPA - Plants & Ancillary Template

# DISTRICT FIVE LANDSCAPE PROGRAM APPLICATION

Florida Department of Transportation - District 5  
719 South Woodland Boulevard, Deland, Florida 32720

Date Submitted: \_\_\_\_\_

FDOT Contact Person: Steve Smith (Production Management Office)

Telephone Number: 386-943-5451 Email Address: steve.smith@dot.state.fl.us

Sponsor: \_\_\_\_\_  
(Who the joint participation agreement will be with)

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## LANDSCAPE PROJECT INFORMATION

Name of Project: \_\_\_\_\_

State Highway No. and Local Name: \_\_\_\_\_

Specific Project Limits: \_\_\_\_\_

*\*\*Please attach a Location Map showing the project limits along the corridor with this application.*

Brief Project Description: (You may attach additional information as needed)

*\*\*Please attach an aerial Landscape Concept Plan showing proposed planting materials and locations.*

Funding Amount Requested: \_\_\_\_\_

Approximate date when funding is to be available: \_\_\_\_\_

Other funding source(s): (Note these items must be paid from other sources)

| Type:       | Source: | Amount: |
|-------------|---------|---------|
| Design      | _____   | _____   |
| Maintenance | _____   | _____   |
| Other       | _____   | _____   |

Is this a stand alone project? Yes \_\_\_\_\_ No \_\_\_\_\_

Will the design implement concepts consistent with the FDOT District Five Landscape Initiative?

(See program Fact Sheet for more details) Yes \_\_\_\_\_ No \_\_\_\_\_

Have you read the Program Fact Sheet? Yes \_\_\_\_\_ No \_\_\_\_\_

Is this project on a scenic byway? (if known) Yes \_\_\_\_\_ No \_\_\_\_\_

Joint Participation Agreement (JPA) will be required



**From:** [Smith, Steve](#)  
**To:** [Samia Singleton](#)  
**Cc:** [Smith, Steve](#)  
**Subject:** FDOT Landscape Funds - JPA City of Kissimmee - US 192 (Vine Street) Ten Pin Drive to John Denn Lane  
**Date:** Monday, December 18, 2023 3:55:26 PM  
**Attachments:** [LandscapeProgramFactSheet.pdf](#)  
[LandscapeProgramApplication\\_Vine Street.xlsx](#)  
[US192 Vine St Landscape Project - Map 12.14.23.jpg](#)

**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

Good Afternoon Samia,

We received **approval** to provide landscape funds in the amount of **\$1,775,366** to the City of Kissimmee for the **US 192 (Vine Street)** Ten Pin Drive to John Denn Lane landscape project.

Funding for the project will be programmed in the Department's Five-Year Work Program in **Fiscal Year 2027 (FY27)** which begins 7/1/26 and ends 6/30/27.

Note: The agreement between FDOT and the City will need to be executed within the fiscal year programmed. Work on the project can begin after agreement execution and NTP received from FDOT.

The Department has upcoming projects that need completed before landscape installations can begin. See attached map.

448783-1 Resurfacing US 192 (Vine St) from Bamboo Ln to Main St

Bid opening: 1/29/25, NTP: 3/12/25, Construction Days 400+ (Ballpark), Estimated completion - April/May 2026

450778-1 Pavement Only Resurfacing US 192 (Vine St) from Main St to Aeronautical Dr

Bid opening: 4/7/26; NTP: 5/19/26, Construction Days 360 (Ballpark), Estimated completion - May/June 2027

—  
**FUNDING:**

The total amount to be provided of \$1,775,366 consist of:

**Total Approved**

\$1,543,797 DOT Item-Seg Number TBD for Plant and Plant Materials  
Phase 1 & 3 Medians \$595,993; Phase 2 Vegetated Swales  
\$101,725; Phase 4 Remaining Roadside \$846,079  
\$231,569 DOT Item-Seg Number TBD for Eligible Ancillary Cost Set-

aside

\$1,775,366 Total Approved

**Ancillary Cost Calculation**

\$1,543,797 Plant and Plant Materials

15%

\$231,569 Eligible Ancillary Cost Set-aside

Please see the attached Landscape Program Fact Sheet for details on the ancillary cost and eligibility.

**CONDITIONS OF THE APPROVAL:**

—

1. City of Kissimmee agrees to design the project using “Bold Landscaping”, where possible. The definition of “Bold Landscaping” is, using many large trees, and few shrubs to produce the highest visual impact, which will instantly create a welcoming and enjoyable experience. See definition below. FDOT plan reviews will look to see if bold landscaping is being incorporated. This requirement will be incorporated into the agreement.
2. City of Kissimmee and the Florida Department of Transportation will need to work toward a landscape joint participation agreement (JPA), **to be executed within fiscal year 2027**. Our **FDOT Local Programs Staff** will aid in establishing the agreement and are available via email at [D5-Local\\_Programs@dot.state.fl.us](mailto:D5-Local_Programs@dot.state.fl.us).
3. **FDOT Project Manager** will be assigned to the project. They will be responsible for all aspects of this project and can answer any questions you may have. I will forward that contact information when the balance of our internal review is complete. I will also forward any comments received from our internal review team.
4. The City will be responsible for the design, construction and for the long-term maintenance of the project, as we have previously discussed.
5. The FDOT will reimburse the City for the construction cost as set forth in the agreement.
6. The FDOT Project Manager will coordinate with you in the review of the landscape plans to ensure they comply with FDOT standards as spelled out in the agreement.
7. The FDOT Project Manager will be in contact to set up the required intake meeting.

The Department looks forward to working with the City on this project.

**PLEASE NOTE:**

—

All landscape funding is based on the Governor approving our budget each



year. These funds are susceptible to change or cancellation each year.

**Definition of FDOT's "Bold Landscape" Initiative:**

**BOLD** is a Department initiative, led by the Secretary to adapt to current landscape market conditions, and to instantly create roadside landscapes that can help attract and grow business in Florida. The Secretary has directed the Districts and Central Office to work with the District Landscape Architects and State Transportation Landscape Architect to implement the BOLD vision described below.

- **BOLD** is more emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase curb appeal as described by the Secretary, and can cost much less to maintain than extensive masses of ornamental shrubs.
- **BOLD** may cost less to construct.
- **BOLD** does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.

## **The Right Plant, Right Place – does the palette fit the surroundings?**

Please feel free to contact me if you have any questions.

Thank you,

**Steve Smith**

District Program Services Manager

District Five

Florida Department of Transportation

386.943.5451

[steve.smith@dot.state.fl.us](mailto:steve.smith@dot.state.fl.us)

|                                                                                                          |                                                                  |                                                                                                    |
|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Financial Project No.:<br>XXXXXX-1-58-01<br>XXXXXX-2-58-01<br>Agency: Local Agency<br>Contract No: ABC12 | Fund: DS      Function: 215<br><br>Contract Amount: \$400,000.00 | FLAIR Approp.: 088716<br>FLAIR Obj.: 563000<br>Org. Code: 55054010508<br>Vendor No.: F000000000000 |
|----------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|

**JOINT PARTICIPATION AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
LOCAL AGENCY**

This Agreement, made and entered into \_\_\_\_\_,  
by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**  
(hereinafter referred to as the DEPARTMENT) and the **LOCAL AGENCY** (hereinafter referred  
to as the LOCAL GOVERNMENT),

**WITNESSETH:**

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto as Exhibit "F" and made a part hereof, has authorized its officers to execute this Agreement on its behalf.

WHEREAS, the DEPARTMENT is prepared, in accordance with its Five Year Work Program, to undertake the Project described as the "Project Description (should be more detailed than Work Program, but less detailed than the full scope)", in the DEPARTMENT'S Fiscal Year 20XX/20XX, said Project being known as Financial Project Numbers (FPNs) XXXXXX-1-58-01 and XXXXXX-2-58-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is on the State Highway System, is not revenue producing and is contained in the adopted Five Year Work Program; and

WHEREAS, the implementation of the Project is in the interest of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to perform the services to complete the Project; and

WHEREAS, the intent of this Agreement is to establish the terms and conditions of the funding and the production of this Project.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

**1. TERM**

A. The term of this Agreement shall begin upon the date of signature of the last party to sign. The LOCAL GOVERNMENT agrees to complete the Project by **Month DD, YYYY**, in accordance with the schedule described and contained in Exhibit "C" attached hereto. If the LOCAL GOVERNMENT does not complete the Project within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the LOCAL GOVERNMENT and granted in writing by the DEPARTMENT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. After the Project is complete, the term of this Agreement shall continue in effect and be binding on the parties for maintenance responsibilities of the LOCAL GOVERNMENT. The DEPARTMENT will review the need for the LOCAL GOVERNMENT to continue maintenance of the Improvements on a five-year basis, and if it is determined by the DEPARTMENT that maintenance is no longer needed, the DEPARTMENT may unilaterally terminate the Agreement, upon thirty (30) days written notice to the LOCAL GOVERNMENT.

**2. SERVICES AND PERFORMANCES**

A. The LOCAL GOVERNMENT shall perform necessary preliminary engineering, prepare all design plans for the Project, perform the construction, provide all necessary engineering supervision, and otherwise perform all other necessary work to complete the Project, as specified in Exhibit "A" attached hereto and by this reference made a part hereof. All work provided by the LOCAL GOVERNMENT hereunder shall be undertaken consistent with and in accordance with the Terms & Conditions set forth in Exhibit "D" hereto. Nothing herein shall be construed as requiring the LOCAL GOVERNMENT to perform any activity which is outside of the scope of services of the Project.

B. In addition to the Terms & Conditions set forth in Exhibit "D", the LOCAL GOVERNMENT agrees to undertake the design and construction of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including DEPARTMENT standards and specifications. The LOCAL GOVERNMENT agrees to use current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The latest landscaping Special Provision Specification 580 can be found at:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

C. The landscaping design:

- i) Shall have more emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase "curb appeal" and wow factor of

the landscaping. It can also cost much less to maintain than extensive masses of ornamental shrubs or other high maintenance material.

- ii) Does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.
- iii) Consider the Right Plant, Right Place – does the palette fit the surroundings?

During the design process, the design plans will be reviewed by the Department to see if all guidelines are being followed.

D. This Agreement shall act to supersede the normal requirements of the LOCAL GOVERNMENT to secure separate DEPARTMENT permits for the landscaping described herein and this Agreement is deemed to constitute a permit for said work.

E. The LOCAL GOVERNMENT shall be responsible for obtaining clearances/permits required for the construction of the Project from the appropriate permitting authorities.

F. The LOCAL GOVERNMENT understands that they are responsible for the preparation of all design plans for the Project, at the expense of the LOCAL GOVERNMENT, suitable for reproduction on 11 inch by 17 inch sheets, together with a complete set of specifications covering all construction requirements for the Project. The LOCAL GOVERNMENT shall assure that the design, construction, installation, and maintenance is consistent with and meets all criteria and limitations of Rule 14-40.030, Florida Administrative Code, as it relates to Vegetation Management at Outdoor Advertising Signs.

G. One (1) copy of the design plans shall be provided to the DEPARTMENT'S Design Project Manager. The DEPARTMENT shall review the plans for conformance to the DEPARTMENT'S requirements and feasibility within forty-five (45) days of delivery by the LOCAL GOVERNMENT. The DEPARTMENT'S review shall not be considered an adoption of the plans nor a substitution for the engineer's responsibility for the plans, however, all changes requested by the DEPARTMENT shall be made by the Engineer of Record/LOCAL GOVERNMENT with the understanding that final decision rest with the DEPARTMENT. All corrected plans shall be provided to the DEPARTMENT in a timely manner. The LOCAL GOVERNMENT shall provide a copy of the Final Bid documents to the DEPARTMENT within ten (10) days of the receipt of said documents. After acceptance of the plans and prior to commencing the work described herein, the LOCAL GOVERNMENT shall request a Notice to Proceed from [D5-LocalPrograms@dot.state.fl.us](mailto:D5-LocalPrograms@dot.state.fl.us).

H. The LOCAL GOVERNMENT shall not advertise for bids until the DEPARTMENT issues the Notice to Proceed. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

I. The expenditure of funds pursuant to this Agreement shall comply with the terms of Section 334.044(26), Florida Statutes, as amended.

J. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or, in accordance with the requirements set forth in Exhibit "D" and in accordance with the Special Provisions, as it may be amended from time to time, the LOCAL GOVERNMENT may hire an experienced qualified landscape contractor using the LOCAL GOVERNMENT'S normal bid procedures to perform the construction work for the Project.

i) Illicit Discharge Training. All persons employed by the Contractor or Subcontractors working within the DEPARTMENT'S right-of-way shall have Tier 1 Illicit Discharge Detection and Elimination (IDDE) training. The computer based training is provided by video on the following web page: <http://www.dot.state.fl.us/emo/sched/train1.shtm>.

ii) The LOCAL GOVERNMENT shall provide a list of persons trained prior to submittal of the first invoice. The LOCAL GOVERNMENT shall provide an updated list of new Contractor/Subcontractor employees annually thereafter.

K. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (hereinafter "CCEI") to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The LOCAL GOVERNMENT'S Attorney shall certify to the DEPARTMENT that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

L. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18(1), Florida Statutes.

M. The LOCAL GOVERNMENT shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable DEPARTMENT standards and that the work is performed in accord with the Terms and Conditions contained in Exhibit "D".

N. If the LOCAL GOVERNMENT utilizes its own work force for any services for the Project, all costs and expenses thereof shall not be subject to reimbursement.

O. Upon request, the LOCAL GOVERNMENT agrees to provide progress reports to the DEPARTMENT in the standard format used by the LOCAL GOVERNMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be

advised, at its request, as to the status of the Project being constructed by the LOCAL GOVERNMENT and of details thereof. Either party to the Agreement may request and shall, within a reasonable time thereafter, be granted a conference with the other party.

P. Upon completion of the work authorized by this Agreement, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and sealed by a Registered Landscape Architect, the form of which is attached hereto as Exhibit "E". The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the accepted plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

### **3. MAINTENANCE**

A. The DEPARTMENT and the LOCAL GOVERNMENT agree that until such time as the landscaping and all other improvements constructed or installed in the Department's Right of Way need to be removed from the Right of Way, the LOCAL GOVERNMENT shall, at all times, maintain the Project in a reasonable manner and with due care in accordance with all applicable DEPARTMENT guidelines, standards, and procedures (Project Standards) including but not limited to a) Procedure 850-000-015 Roadway and Roadside Maintenance; b) Procedure 850-065-002 Maintenance Rating Program Handbook; c) Guide for Roadside Vegetation Management; and as herein below specified.

- i) The LOCAL GOVERNMENT hereby agrees to have the landscaping installed on the Project as specified in the Landscape Plan(s). Such installation shall be in conformance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.
- ii) The LOCAL GOVERNMENT agrees to maintain the landscaping installed by the Project in accordance with the Landscape Maintenance Plan(s). Said maintenance will be in accordance with Florida Administrative Code Rule 14-40.003, as it may be amended from time to time. The LOCAL GOVERNMENT'S responsibility for maintenance shall be consistent with the requirements of Florida Administrative Code Rule 14.40.003(5), as it may be amended from time to time. The maintenance functions to be performed by the LOCAL GOVERNMENT shall be subject to periodic inspections by the DEPARTMENT. The LOCAL GOVERNMENT shall not



change or deviate from said plan(s) without written approval of the DEPARTMENT.

- iii) The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic pursuant to the Standard Plans Index Series 102, and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time, during the course of the maintenance functions so that the safe and efficient movement of the traveling public is maintained. During maintenance functions, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the maintenance area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the DEPARTMENT'S current Standard Plans, pursuant to the latest spec and standard plans based on the date of the letting (bid opening).
- iv) If at any time after the LOCAL GOVERNMENT has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the DEPARTMENT that the Project, as will be designed by the LOCAL GOVERNMENT, or a part thereof is not properly installed or maintained pursuant to the terms of this Agreement, the District Secretary or his/her designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the LOCAL GOVERNMENT to place said LOCAL GOVERNMENT on notice thereof. Thereafter, the LOCAL GOVERNMENT shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may terminate the Agreement, in which case the LOCAL GOVERNMENT shall at its own expense and within sixty (60) calendar days after written notice by the DEPARTMENT, remove all of the landscaping that the DEPARTMENT directs be removed and return the Right-of-Way to its original condition. The LOCAL GOVERNMENT will own such materials it removes and the DEPARTMENT shall own any materials remaining. If the LOCAL GOVERNMENT fails to timely remove the landscaping that the DEPARTMENT has directed to be removed, then the DEPARTMENT shall be deemed to own the landscaping materials

and may remove the materials at the expense of the LOCAL GOVERNMENT.

- v) It is understood between the parties hereto that the landscaping covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The LOCAL GOVERNMENT shall be given sixty (60) calendar days notice to remove said landscaping after which time the DEPARTMENT may remove the same.

#### **4. COMPENSATION AND REIMBURSEMENT**

A. Project Cost: The total estimated cost of the Project is **\$600,000.00 (Six Hundred Thousand Dollars and No/100)**. The DEPARTMENT agrees to compensate the LOCAL GOVERNMENT for services described in Exhibit "A", Scope of Services. The Method of Compensation is included in Exhibit "B" attached hereto.

B. DEPARTMENT Participation: The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount not to exceed **\$400,000.00 (Four Hundred Thousand Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead. The funding for this Project is contingent upon annual appropriation by the Florida Legislature. Notwithstanding the fact that said work is not reimbursable, any and all additional work to be performed by the LOCAL GOVERNMENT within the limits of this Project shall be included in the LOCAL GOVERNMENT'S DEPARTMENT accepted plans and in Exhibit "A", Scope of Services. No work may be performed in the Department's Right of Way that has not specifically been approved by the Department. The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation. Travel costs will not be reimbursed.

C. The LOCAL GOVERNMENT shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Scope of Services.

D. Invoices shall be submitted by the LOCAL GOVERNMENT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable, and verifiable deliverables as established in Exhibit "A", Scope of Services. Deliverables must be received and accepted in writing by the Department's Project Manager or designee prior to payment.

E. Supporting documentation must establish that the deliverables were received and accepted in writing by the LOCAL GOVERNMENT and must also establish that the required

minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A", Scope of Services was met.

F. There shall be no reimbursement for travel expenses under this Agreement.

G. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is unsatisfactory, the DEPARTMENT shall notify the LOCAL GOVERNMENT of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The LOCAL GOVERNMENT shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the LOCAL GOVERNMENT will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the LOCAL GOVERNMENT shall be assessed a non-performance retainage equivalent to ten percent (10%) of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the LOCAL GOVERNMENT resolves the deficiency. If the deficiency is subsequently resolved, the LOCAL GOVERNMENT may bill the DEPARTMENT for the retained amount during the next billing period. If the LOCAL GOVERNMENT is unable to resolve the deficiency, the funds must be forfeited at the end of the Agreement term.

i) All costs charged to the Project by the LOCAL GOVERNMENT shall be supported by detailed invoices, proof of payments, contracts or vouchers evidencing in sufficient detail the nature and propriety of the charges.

ii) The LOCAL GOVERNMENT must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

H. The LOCAL GOVERNMENT providing goods and services to the DEPARTMENT should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days, upon receipt of an invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

I. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount to the LOCAL GOVERNMENT. Interest penalties of less than one dollar (\$1.00) will not be enforced unless the LOCAL GOVERNMENT requests payment.

Invoices which have to be returned to the LOCAL GOVERNMENT because of LOCAL GOVERNMENT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

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

K. Records of costs incurred under terms of this Agreement shall be maintained and made available upon reasonable request to the DEPARTMENT at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the LOCAL GOVERNMENT'S general accounting records and the Project records, together with supporting documents and records, of all subcontractors performing work on the Project, and all other records of the subcontractors considered necessary by the DEPARTMENT for a proper audit of costs. Any discrepancies revealed by any such audit shall be resolved by a corrected final billing from the LOCAL GOVERNMENT to the DEPARTMENT.

L. In the event this Agreement is in excess of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS AND NO/100) and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than one (1) year."

M. The LOCAL GOVERNMENT agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

N. The DEPARTMENT'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the Florida Legislature. The parties agree that in

the event funds are not appropriated to the DEPARTMENT for the Project, this Agreement may be terminated, which shall be effective upon the DEPARTMENT giving notice to the LOCAL GOVERNMENT to that effect.

O. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

## **5. COMPLIANCE WITH LAWS**

A. The LOCAL GOVERNMENT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the LOCAL GOVERNMENT in conjunction with this Agreement. Failure by the LOCAL GOVERNMENT to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the DEPARTMENT.

B. The LOCAL GOVERNMENT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The LOCAL GOVERNMENT shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this contract.

C. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.

D. The LOCAL GOVERNMENT and the DEPARTMENT agree that the LOCAL GOVERNMENT, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this contract.

## **6. TERMINATION AND DEFAULT**

A. This Agreement may be canceled by the DEPARTMENT in whole or in part, at any time the interest of the DEPARTMENT requires such termination. The DEPARTMENT also reserves the right to seek termination or cancellation of this Agreement in the event the LOCAL GOVERNMENT shall be placed in either voluntary or involuntary bankruptcy. The DEPARTMENT further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors.

B. If the DEPARTMENT determines that the performance of the LOCAL GOVERNMENT is not satisfactory, the DEPARTMENT shall have the option of (a) immediately terminating the Agreement, or (b) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement

will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the DEPARTMENT.

C. If the DEPARTMENT requires termination of the Agreement for reasons other than unsatisfactory performance of the LOCAL GOVERNMENT, the DEPARTMENT shall notify the LOCAL GOVERNMENT of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

D. If the Agreement is terminated before performance is completed, the LOCAL GOVERNMENT shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the DEPARTMENT and will be turned over promptly by the LOCAL GOVERNMENT.

## **7. MISCELLANEOUS**

A. In no event shall the making by the DEPARTMENT of any payment to the LOCAL GOVERNMENT constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist, on the part of the LOCAL GOVERNMENT, and the making of such payment by the DEPARTMENT while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

B. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

C. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the Project is completed, any subsequent litigation is complete and terminated, final costs are known, and legislatively appropriated reimbursements, if approved, are made by the DEPARTMENT. The DEPARTMENT may, at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interest of the public.

D. **PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier,



subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

E. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

i) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

ii) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

F. All notices required pursuant to the terms hereof shall be sent by First Class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail). Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

**DEPARTMENT**

District 5 Local Programs  
719 South Woodland Boulevard, M.S. 4-520  
DeLand, Florida 32720-6834  
(386) 943-XXXX  
[D5-LocalPrograms@dot.state.fl.us](mailto:D5-LocalPrograms@dot.state.fl.us)

**LOCAL GOVERNMENT**

Full Name  
Position Title  
Local Agency  
Street Address  
City, Florida 00000  
(000) 000-0000  
[email address](#)

*The remainder of this page intentionally left blank.*

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on \_\_\_\_\_, and the DEPARTMENT has executed this Agreement on \_\_\_\_\_.

**LOCAL AGENCY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Name: C. Jack Adkins

Title: Director of Transportation Development

Legal Review:

Legal Review:

\_\_\_\_\_  
LOCAL GOVERNMENT Attorney

\_\_\_\_\_  
DEPARTMENT Attorney

Sample Only.  
Not for execution.

**EXHIBIT “A”****SCOPE OF SERVICES****PROJECT DESCRIPTION:**

The LOCAL GOVERNMENT shall cause to be installed landscaping and other improvements within the Right of Way of **State Road #** (Section **#**: Milepost **#** to Milepost **#**). The LOCAL GOVERNMENT will also be responsible for providing consultant construction engineering and inspection services.

The parties hereto acknowledge and agree that the design plans for this Project are not yet complete and are subject to review and approval by the DEPARTMENT. Upon approval of the plans by the DEPARTMENT, this Agreement shall be amended to include said plans in the Agreement. The parties further agree that the plans will be incorporated into the terms of this Agreement by reference and that the LOCAL GOVERNMENT hereby approves and delegates to **Name, Title**, the authority to enter into an amendment of this Agreement to accomplish said task. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the plans.

The landscaping design:

- i) Shall have more emphasis on trees and less on shrubs. Typically, more large trees and fewer shrubs can instantly increase “curb appeal” and wow factor of the landscaping. It can also cost much less to maintain than extensive masses of ornamental shrubs or other high maintenance material.
- ii) Does not prohibit shrubs. Shrubs can be used when and where they are part of the best design solution.
- iii) Consider the Right Plant, Right Place – does the palette fit the surroundings?

During the design process, the design plans will be reviewed by the Department to see if all guidelines are being followed.

The Project includes preparing all planting areas by removing sod, adding soil and adjusting grade for proper planting; purchasing all materials for the project and the installation of the landscaping improvements to the specifications shown in the accepted Landscape Plan; maintaining all aspects of the Project as in the Landscape Plan for the life of the project; staking all trees planted; and supplying Maintenance of Traffic in any roadway areas, if necessary.

The Project includes two segments with individual Financial Project numbers:

Segment **XXXXXX-1-58-01** includes completion of all services related to the purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting. The expenditure of funds pursuant to this segment of the Project shall comply with the terms of Section 334.044(26), Florida Statutes, as amended. To the greatest extent practical, at least 50% of these funds shall be used to purchase large plant materials (large plant materials have been defined by the Florida Department of Transportation to be seven (7) gallon or larger containers as defined by the Florida Department of Agriculture's "Grades and Standards for Nursery Plants") with the remaining funds for other plant materials. Except as prohibited by applicable law or regulation, all of the plant materials purchased shall be purchased from Florida commercial nursery stock in this state on a uniform competitive bid basis.

Segment **XXXXXX-2-58-01** includes completion of all services related to clearing and grubbing, erosion control/sediment barrier/inlet protection and the purchase and installation of sod. Additional costs that may be reimbursed under this segment include mobilization, maintenance of traffic, and consultant construction engineering and inspections services.

SPECIAL CONSIDERATIONS BY LOCAL GOVERNMENT:

The LOCAL GOVERNMENT shall not advertise the Project for bids until the DEPARTMENT issues the Notice to Proceed. **Any work performed prior to the issuance of the Notice to Proceed is not subject to reimbursement.**

The LOCAL GOVERNMENT shall construct and complete the Project in accordance with the accepted plans, the Special Provisions, and the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, current edition. The LOCAL GOVERNMENT agrees to use current Standard Plans, FDOT Design Manual, and Standard Specifications corresponding to the letting date (bid opening). The latest landscaping Special Provision Specification 580 can be found at:

<https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>

All existing fiber and power within the project limits shall be shown and labeled as "FDOT Fiber and power" on the plans. The LOCAL GOVERNMENT shall use cflsmartroads.com to obtain a

.kmz file showing all existing fiber and power within the District to utilize in plan development. The LOCAL GOVERNMENT shall provide sight triangles one half mile from all cameras to ensure clearance of the proposed landscaping. All plantings shall maintain ten (10) feet clear path, five (5) feet either side, of all microwave vehicle detection systems (MVDS) across the entire roadway, including the median.

Any and all other work to be performed within the DEPARTMENT'S Right of Way as a part of this Project shall be reflected on Design Plans for the Project. In no instance may improvements be installed or constructed within DEPARTMENT Right of Way unless and until Design Plans have been reviewed and accepted and a Notice to Proceed has been issued by the DEPARTMENT.

If the LOCAL GOVERNMENT will be doing any form of lane closure during the construction of this Project, a Lane Closure Analysis (LCA) shall be submitted by the LOCAL GOVERNMENT with the Design Plans for review by the DEPARTMENT.

The LOCAL GOVERNMENT agrees to bear all expenses in excess of the DEPARTMENT'S participation.

- The LOCAL GOVERNMENT will be responsible to prepare all planting areas by removing sod, adding soil amendments and adjusting grade for proper planting as specified in the plans when accepted by the DEPARTMENT.
- The LOCAL GOVERNMENT will purchase all trees, palms, and plants for the project and will install them to the specifications shown in the accepted Landscape Plans when accepted by the DEPARTMENT.
- The LOCAL GOVERNMENT will be responsible for fertilizing all trees, palms, and plants.
- The LOCAL GOVERNMENT will purchase, supply, spread, and maintain organic mulch on all new plant beds.
- The LOCAL GOVERNMENT will be responsible for staking of all trees planted.

- The LOCAL GOVERNMENT will furnish water to all trees, palms, and plants for the described maintenance period called for in the Landscape Plan specifications.
- The LOCAL GOVERNMENT will be responsible for the growth of all plants for the establishment period called for in the Landscape Plan specifications.
- The LOCAL GOVERNMENT will establish proper Maintenance of Traffic, as needed.
- All work on the Project shall be undertaken and completed in accordance with the Terms & Conditions set forth in Exhibit "D".
- The LOCAL GOVERNMENT is responsible for all maintenance requirements in perpetuity including but not limited to plant/tree replacement, fertilization, mulching, and any other requirements stated in section 3A above.

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Sample Only  
Not for execution



**EXHIBIT "B"****METHOD OF COMPENSATION****XXXXXX-1-58-01**

For this segment of this Project, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount up to but not to exceed **\$200,000.00 (Two Hundred Thousand Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead, for satisfactory completion of all services related to the purchase of the plant materials, fertilizer, soil amendments, mulches, staking, and the cost for labor associated with the installation of the planting detailed in Exhibit "A" (Scope of Services).

**XXXXXX-2-58-01**

For this segment of this Project, the DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT in an amount up to but not to exceed **\$200,000.00 (Two Hundred Thousand Dollars and No/100)** for actual costs incurred, excluding LOCAL GOVERNMENT overhead, for satisfactory completion of all services related to clearing and grubbing, erosion control/sediment barrier/inlet protection and the purchase and installation of sod. Additional costs that may be reimbursed include mobilization, maintenance of traffic, and consultant construction engineering and inspections services.

The LOCAL GOVERNMENT may receive progress payments for actual costs incurred for deliverables based on a percentage of services that have been completed, approved and accepted to the satisfaction of the DEPARTMENT when properly supported by detailed invoices and acceptable evidence of payment. Invoices submitted for reimbursement must clearly delineate reimbursable costs from other ineligible costs. The final balance due under this Agreement will be reimbursed upon the completion of all Project services, receipt of final construction cost documentation and proper submission of a detailed invoice and when the Project has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

Invoices, progress reports, and other supporting documentation shall be submitted via email to [D5-LocalPrograms@dot.state.fl.us](mailto:D5-LocalPrograms@dot.state.fl.us).

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**EXHIBIT “C”****ESTIMATED PROJECT PRODUCTION SCHEDULE**

|                                                    |                |
|----------------------------------------------------|----------------|
| Construction contract to be let (Bid Opening) by   | Month DD, YYYY |
| Construction Duration of                           | # of days      |
| Construction to be completed (Final Acceptance) by | Month DD, YYYY |

*The remainder of this page intentionally left blank.*

Sample Only.  
Not for execution.

**EXHIBIT “D”****TERMS & CONDITIONS OF CONSTRUCTION**

1. The LOCAL GOVERNMENT is authorized, subject to the conditions set forth herein, to enter DEPARTMENT right-of-way to perform all activities necessary for the construction of the Project (as described more fully in Exhibit “A”). The Project shall be constructed in accordance with construction plans and specifications to be accepted by the DEPARTMENT and consistent with the requirements of the DEPARTMENT. The plans shall include an appropriate plan for maintenance of traffic. Should any significant (as defined by §4-3 of Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time) changes to the plans be required during construction of the Project, the LOCAL GOVERNMENT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The DEPARTMENT reserves the right to adjust the plans to meet the requirements of permits. The LOCAL GOVERNMENT shall be responsible to maintain the area of the Project at all times during construction of the Project. All payment and performance bonds shall name the DEPARTMENT as an additional obligee. All warranties on any product or material used in construction of said Project shall be in favor of the DEPARTMENT. The LOCAL GOVERNMENT shall assure that the Engineer of Record performs all necessary post-design services that may be required.

2. The LOCAL GOVERNMENT shall have the affirmative responsibility to locate all existing utilities, both aerial and underground and that all utility locations shall be represented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility. The LOCAL GOVERNMENT shall be obligated to design around any utility installation for which the conflict cannot be resolved. Said utility work shall be deemed to be undertaken on behalf of and for the benefit of the DEPARTMENT and the LOCAL GOVERNMENT shall assure that utility work schedules are obtained for the Project.

3. The work performed pursuant to this Agreement may require authorization under the Clean Water Act, by the U.S. Environmental Protection Agency for Storm Water Discharges from construction sites. The LOCAL GOVERNMENT is responsible for obtaining the National Pollutant Discharge Elimination System Permit and all other necessary permits for construction of the Project. When applicable, such permits will be processed in the name of the DEPARTMENT; however, in such event, the LOCAL GOVERNMENT will comply with all terms and conditions of such permit in construction of the subject facilities.

4. It is expressly agreed by the parties that this Agreement creates a permissive use only and that neither the granting of the permission herein to use DEPARTMENT and/or LOCAL GOVERNMENT right-of-way nor the placing of facilities upon DEPARTMENT and/or LOCAL GOVERNMENT land shall operate to create or vest any property right in the LOCAL GOVERNMENT except as otherwise provided in separate agreements.

5. The DEPARTMENT shall appoint and authorize a single individual to serve as the DEPARTMENT'S representative to coordinate and manage the DEPARTMENT review of LOCAL GOVERNMENT activities pursuant to this Agreement. The LOCAL GOVERNMENT shall provide a current construction schedule to the DEPARTMENT'S representative and shall notify the representative at least 48 hours in advance of starting proposed work and again immediately upon completion of work.

6. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Landscape Contractor or the LOCAL GOVERNMENT may hire an experienced qualified contractor that has specific expertise and experience in the performance of **Roadway Landscape** projects. In order for the Contractor to utilize an experienced qualified contractor and to submit a bid relying on an experienced qualified contractor, the following requirements must be provided to the DEPARTMENT by the LOCAL GOVERNMENT:

(a) The Experience form (FDOT form number 850-070-09) must be filled out and submitted with the bid to the LOCAL GOVERNMENT. The form must be signed by the Owner or an Officer of the Company and dated and must reflect the following experience and credentials.

(1) At least five (5) complete years of experience in the performance of **Roadway Landscape** projects or the company Superintendent must have at least five (5) years of like experience as a Superintendent.

(2) The contractor must also provide independent written endorsements from two (2) separate Florida Registered Landscape Architects on company letterhead. These endorsements shall attest to the Florida Registered Landscape Architect's support of the contractor's skills, efficiency, and competence. Each Florida Registered Landscape Architect shall sign the endorsement, provide their license number, and include the following:

- (i) Project name with a brief description that evaluates the landscape work performance.
- (ii) Location of the project (city, state).
- (iii) Professional substantiation of the contractor's skills, efficiency, and competence.

(3) FDOT Prequalification in **Landscaping** can be substituted for the required work experience.

7. The LOCAL GOVERNMENT shall hire a DEPARTMENT Pre-qualified Consultant Construction Engineering Inspection firm (CCEI) to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

8. The LOCAL GOVERNMENT shall require the LOCAL GOVERNMENT'S contractor to post a bond in accordance with Section 337.18, Florida Statutes.

9. The LOCAL GOVERNMENT shall not modify the intent of the design plans or the maintenance of traffic concept without appropriate submission by the Engineer of Record (the "Engineer") and approval by the DEPARTMENT. Provided, however, in the event of an emergency, the LOCAL GOVERNMENT shall immediately make any necessary changes and notify the DEPARTMENT and the Engineer of Record after the modifications.

10. The DEPARTMENT may request and shall be granted a conference with the LOCAL GOVERNMENT and at the LOCAL GOVERNMENT'S option, the LOCAL GOVERNMENT'S CEI firm, to discuss any part of the Project activities that the DEPARTMENT determines to be inconsistent with the accepted design plans and specifications. The LOCAL GOVERNMENT will monitor the corrective action and provide the DEPARTMENT status reports at such intervals as are reasonable, based on the corrective action undertaken, and the DEPARTMENT may, but is not obligated to, review independently the progress of the corrective action. Provided however, if the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, issue an immediate stop work order.

11. The LOCAL GOVERNMENT shall have the continuous obligation to monitor the maintenance of traffic and construction operation during the course of the Project so that the safe and efficient movement of the traveling public is maintained. The LOCAL GOVERNMENT is further obligated to make such changes to the maintenance of traffic plans as may be necessary. During construction, the LOCAL GOVERNMENT shall take measures, including the placing and display of safety devices that are necessary in order to safely conduct the public through the Project area in accordance with the latest and current version of the Federal Highway Administration Manual on Uniform Traffic Control Devices for Streets and Highways, and the DEPARTMENT'S Standard Specifications for Road and Bridge construction, current edition, and the current Standard Plans, FDOT Design Manual, and Standard Specifications

corresponding to the letting date (bid opening). The LOCAL GOVERNMENT may assign the responsibility of this paragraph to the Contractor or it's CEI for the construction of the Project.

12. Prior to the Project bidding, the LOCAL GOVERNMENT shall provide a project schedule that includes, at a minimum, the date the Project will be advertised for bid, the bid opening date, the award date and the date of the preconstruction conference.

13. It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the DEPARTMENT'S right, title and interest in the land to be entered upon and used by the LOCAL GOVERNMENT. Any additional right or privilege required to undertake and to complete construction of the Project shall be secured by the LOCAL GOVERNMENT.

14. Upon completion of the work in accord with the Plans, the LOCAL GOVERNMENT shall furnish a set of "as-built" plans prepared in accordance with the FDOT Construction Project Administration Manual, Chapter 5.12 (FDOT Procedure #700-000-00). The "as-built" plans shall be certified by the Engineer of Record/CEI that the necessary improvements have been completed in accordance with the Plans as the same may be modified in accord with the terms of this Agreement. This certification shall include a statement that necessary inspections, tests, and physical measurements have been made, and that all materials entering into the work conform to the Plans, conform to the applicable specifications contained in the Standard Specifications for Road and Bridge Construction, current edition, and as amended from time to time, or otherwise conform to or meet generally accepted professional practices. Additionally, the LOCAL GOVERNMENT shall assure that all post construction survey monumentation required by Florida Statutes is completed and evidence of such is provided to the DEPARTMENT in a manner acceptable to the DEPARTMENT. Upon acceptance of right-of-way documents, then the Project shall be deemed accepted by and turned over to the DEPARTMENT.

15. In the event contaminated soil is encountered by the LOCAL GOVERNMENT or anyone within the DEPARTMENT right of way, the LOCAL GOVERNMENT shall immediately cease work and notify the DEPARTMENT. The DEPARTMENT shall coordinate with the appropriate agencies and notify the LOCAL GOVERNMENT of any required action related thereto.

16. It is acknowledged by the parties that construction plans and specifications are still being prepared by the LOCAL GOVERNMENT as of the date of this Agreement. Construction of the Project will not commence until the DEPARTMENT has accepted the construction plans and specifications as provided for in Paragraph 1 and all required right-of-way has been properly obtained and certified (if applicable) as such by the DEPARTMENT'S Right of Way Manager.



17. If applicable, the LOCAL GOVERNMENT shall assure that load ratings are submitted on any vehicular bridge prior to the final submission of the structure plans for DEPARTMENT review. Structures shall not be opened to traffic until a signed and sealed final bridge load rating that meets the Florida legal loads standard is complete.

18. The Special Provisions, as it may be amended from time to time, shall apply to this Agreement and to all work on the Project. Special Provision Specification 580 can be found: <https://fdotewp1.dot.state.fl.us/SpecificationsPackage/Package/Workbook/LAPSpecificationSelection.aspx>.

*The remainder of this page intentionally left blank.*

Sample Only.  
Not for execution.

**EXHIBIT "E"**  
**NOTICE OF COMPLETION**

JOINT PARTICIPATION AGREEMENT  
BETWEEN  
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
**LOCAL AGENCY**

PROJECT DESCRIPTION: Insert the project description from page 1 above.

FINANCIAL PROJECT NUMBERS (FPNS): XXXXXX-1-58-01, XXXXXX-2-58-01

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**LANDSCAPE ARCHITECT'S CERTIFICATION OF SUBSTANTIAL COMPLIANCE**

In accordance with the Terms and Conditions of the JOINT PARTICIPATION AGREEMENT, the undersigned hereby certifies that all work which originally required certification by a Registered Landscape Architect has been completed in substantial compliance with the Project construction plans and specifications. If any deviations have been made from the accepted plans, a list of all deviations along with an explanation that justifies the reason to accept each deviation will be attached to this Certification. Also, with submittal of this certification, the LOCAL GOVERNMENT shall furnish the DEPARTMENT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT “F”**

**RESOLUTION**

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

Sample Only.  
Not for execution.

## **ITEM 8.B**

### **Downtown Kissimmee Community Redevelopment Agency (DKCRA) and 100 Honeymoons, LLC Pioneer Project Incentive Program Agreement**

#### **Request**

Approval of a Downtown Kissimmee Community Redevelopment Agency (DKCRA) and 100 Honeymoons, LLC Pioneer Project Incentive Program Agreement for the property located at 14 Neptune Road.

#### **Explanation**

One of the goals of the Downtown Kissimmee Community Redevelopment Agency (DKCRA) is to use developer incentives to encourage private sector investment in downtown Kissimmee, in turn increasing property values and economic opportunity.

In October 2021, the City Commission approved Kissimmee Operation Business Boost, which included the Pioneer Project Incentive Program (PPIP). PPIP assists with mixed-used, residential or commercial projects based on factors such as significant capital investment, job creation and construction of residential units. Staff evaluates each application and recommends approval of awards on a case-by-case basis using a TIF (Tax Increment Financing) analysis to ensure grant awards do not exceed anticipated investment returns.

100 Honeymoons, LLC, submitted a PPIP application for the redevelopment of a .49-acre property that once featured the Broadway House, a cobbler, a stable, a lumberyard and housed a portion of Kissimmee's Coca-Cola Bottling Plant. The project comprises Violet's Garage, a 10,360 square foot commercial project, which includes 2,300 square feet of restaurant/brewery/bar space, 2,060 square feet of art studio space, 1,500 square feet of retail space, and 4,500 square feet of outdoor awning space with permanent, built-in kiosks for retail, food vendors and events. In addition, the project includes 10,940 square feet of outdoor green space reserved for an interactive sculpture garden, picnic tables and lawn area. The total project cost is approximately \$1,059,000.

Violet's Garage meets the PPIP Policy's definition of an innovative commercial project, that will:

1. Bring "edutainment" to downtown Kissimmee by offering a blend of STEAM related activities, such as art events, robotics festivals, and technology events. Violet's Venom Brewery, an on-site nanotechnology brewery, will showcase the power of practical chemistry.
2. Attract significant attention to the CRA district through the redevelopment of one of the City's oldest and most historic properties;
3. Create the opportunity for new jobs downtown through the addition of more than 10,000 square feet of commercial space.

100 Honeymoons, LLC's application requested a grant in the amount \$100,000. Staff performed a TIF analysis to calculate the new annual tax increment generated from the proposed commercial space projected out to 2035, using the square footage and current taxable value per square foot based on comparable properties in downtown Kissimmee. The current tax increment generated from the subject property is \$34,118 annually. The TIF analysis resulted in an estimated total of \$125,062 to be generated from the property post-development during that time-period. The net difference

between the new tax increment generated, and the current tax increment is \$90,945.

|                                  |           |
|----------------------------------|-----------|
| County Millage                   | 0.006700  |
| City Millage                     | 0.004625  |
| Square Feet                      | 10,360    |
| Current taxable value per sq. ft | 19.661969 |

| 2023                         | 2035                     |            |
|------------------------------|--------------------------|------------|
| Current Annual Tax Increment | New Annual Tax Increment | Difference |
| \$34,118                     | \$125,062                | \$90,945   |

Therefore, staff recommends approving the award of a PPIP grant to 100 Honeymoons, LLC in the amount of \$90,945.

The attached agreement memorializes the grant award, responsibilities and commitments of the DKCRA and 100 Honeymoons, LLC. The grant will be awarded on a reimbursement basis upon completion of the Violet's Garage redevelopment project.

### Financial Information

| Account #       | Project # | Increase / Decrease | Budget | Actual   |
|-----------------|-----------|---------------------|--------|----------|
| 10622208-508282 |           | Decrease            |        | \$90,945 |

### Financial Summary:

The DKCRA has funds available in the Aids to Private Organizations account to support this grant.

### Recommendation

Approval of a DKCRA and 100 Honeymoons, LLC Pioneer Project Incentive Program Agreement, for the property located at 14 Neptune Road.

### REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development  
Presenter: Samia Singleton

### Attachment(s):

1. (S) DKCRA and 100 Honeymoons, LLC PPIP Agreement

**DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY  
PIONEER PROJECT INCENTIVE PROGRAM AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA)**, a special district of the State of Florida, hereinafter referred to as the “**CRA**” and **100 HONEYMOONS, LLC**, hereinafter referred to as “**DEVELOPER**”.

**WITNESSETH:**

**WHEREAS**, **DEVELOPER** currently operates an establishment in Downtown Kissimmee and is committed to expanding its business in the Downtown Kissimmee Redevelopment Area (the “Area”) and its business fulfills the goals and objectives in the CRA Master Redevelopment Plan (the “Plan”); and

**WHEREAS**, **DEVELOPER** supports the mission of the Downtown Kissimmee Redevelopment Area (the “Area”) and maintains that its development plan for a forthcoming business fulfills the goals and objectives in the CRA Master Redevelopment Plan (the “Plan”); and

**WHEREAS**, the Plan, supports financial incentives to encourage private sector investment and business development within the Area; and

**WHEREAS**, to help promote investment and development in the Area, the CRA established the Pioneer Project Incentive Program (the “PPIP”) and policy, attached hereto and incorporated herein by reference as Exhibit “A”, as a vehicle to help support those endeavors; and

**WHEREAS**, **DEVELOPER** has submitted a PPIP application, attached hereto and incorporated herein as Exhibit “B”, for the development of a 21,300 square foot mixed-use project, consisting of 2,300 square feet of restaurant and brewery space, 2,060 square feet of art studio space, 1,500 square feet of retail space and a 4,500 square foot outdoor awning space for various events and functions, located at 14 Neptune Road, Kissimmee, FL 34741 (the “Project”); and



**WHEREAS**, the CRA reviewed the application and determined DEVELOPER is eligible for a PPIP grant; and

**WHEREAS**, the Parties desire to enter into this Agreement to memorialize the terms and conditions under which DEVELOPER shall be awarded a PPIP grant.

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

1. **Recitals Incorporated.** The above-listed recitals are true and correct and hereby incorporated into this Agreement.
2. **Exhibits.** The following documents are attached and referred to in this Agreement and are by this reference incorporated herein:

| <u>Exhibits</u> | <u>Description</u>                       |
|-----------------|------------------------------------------|
| "A"             | PPIP Policy                              |
| "B"             | PPIP Application and Project Description |

3. **Term.** This Agreement shall take effect on the date stated above and shall continue until DEVELOPER fulfills its grant obligations, a period not to exceed five (5) calendar years, unless terminated earlier by either party as provided herein from the effective date of this Agreement.
4. **Eligible Incentives.** DEVELOPER shall receive a one-time PPIP grant in the amount of Ninety Thousand Nine Hundred and Forty-Five Dollars (\$90,945).
5. **Grant Conditions and DEVELOPER Obligations.**
  - a. DEVELOPER agrees that all PPIP grant funding shall be used for the development of a mixed-use project consisting of 2,300 square feet of restaurant and brewery space, 2,060 square feet of art studio space, 1,500 square feet of

retail space and a 4,500 square foot outdoor awning space for various events and functions, located at 14 Neptune Road, Kissimmee, FL 34741.

- b. DEVELOPER agrees that the award is final, non-negotiable and by ratifying this Agreement, covenants not to pursue supplemental PPIP funding from the CRA.
  - c. DEVELOPER agrees to follow the procedures outlined in the CRA's PPIP policy and acknowledges receipt and full understanding thereof.
  - d. DEVELOPER's failure to meet the eligibility requirements and all obligations outlined in the PPIP policy may be considered a material default of this Agreement, and DEVELOPER may be required to reimburse CRA for any and all funds which may have been dispersed.
  - e. DEVELOPER agrees to prominently display a sign provided by the CRA on the premises indicating that the property is a CRA Pioneer Project site.
6. **CRA Obligations.** The CRA agrees to award the DEVELOPER a one-time PPIP grant in the amount of \$90,945. The PPIP grant funds will be provided to the DEVELOPER once the Project is completed and has received a Certificate of Occupancy and DEVELOPER has provided the CRA with invoices for compensable improvements within the scope of DEVELOPER's application and this Agreement.
7. **Notice.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

CRA:           Downtown Kissimmee Community Redevelopment Agency  
                  City of Kissimmee, Development Services

Attn: Samia Singleton  
101 Church Street  
Kissimmee, Florida 34741

and

Office of the City Attorney  
Attn: Olga Sanchez de Fuentes  
101 Church Street  
Kissimmee, Florida 34741

DEVELOPER: 100 Honeymoons, LLC

Attn: Christi Kapp  
21 N. Clyde Avenue  
Kissimmee, FL 34741

8. **Termination.** Either Party may terminate the Agreement for convenience by giving the other Party written notice at least thirty (30) days prior to effective date of termination. CRA may terminate this Agreement immediately with Notice to DEVELOPER in the event of any breach of the conditions of the Agreement by DEVELOPER, including non-performance of duties. In the event of Termination, DEVELOPER shall be required to reimburse the CRA for any grant funding received, if performance measures were not achieved.
9. **Severability.** All clauses of this Agreement are distinct and severable, and if any clause is deemed illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.
10. **Waiver.** No waiver by either Party of any defaults shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.
11. **Successors and Assigns.** This Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their heirs, administrators, successors, or assigns.
12. **Governing Law and Venue.** This Agreement shall be governed by the laws of Florida. Venue shall be in Osceola County, Florida.

13. **Waiver of Jury Trial.** The Parties agree to waive any right to trial by jury for any action arising out of this Agreement.
14. **Modifications.** Any modifications to this Agreement must be in writing and signed by both Parties.
15. **Entire Agreement.** This Agreement and all Exhibits hereto constitute the entire understanding of the Parties, and revokes and supersedes all prior agreements between the parties and is intended as a final expression of their Agreement. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto. Any agreement not contained herein shall not be binding on either Party, nor of any force or effect.
16. **Signature Authority.** Each person executing this Agreement represents and warrants that they are duly authorized to do so on behalf of the entity that is a Party hereto.

*(Signature page to follow)*

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

**DOWNTOWN KISSIMMEE  
COMMUNITY REDEVELOPMENT  
AGENCY**

\_\_\_\_\_  
Olga Gonzalez, Chair

ATTEST:

\_\_\_\_\_  
Linda Hansell, City Clerk

**DEVELOPER**

By Christine G Kapp, Mgr  
100 Honeymoons, LLC

Printed Name: Christine G Kapp

Title: Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## EXHIBIT A





## **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY PIONEER PROJECT INCENTIVE PROGRAM POLICY**

The Downtown Kissimmee Community Redevelopment Agency (CRA) Redevelopment Plan advises the use of developer incentives to attract private sector investment. The purpose of the Downtown Kissimmee CRA Pioneer Project Incentive Program (PPIP) would incentivize the development of residential, commercial and mixed-use projects in the CRAs that would otherwise not happen due to conditions outside of the developer's, the City's or the CRAs' ability to control or influence, such as, but not limited to exorbitant development impact fees by outside agencies or market conditions.

The PPIP would support development projects that will positively impact the residential and business community, and the economic vitality of the CRA. Qualifying projects are those that are deemed desirable to the CRAs and identified as potentially having a significant positive impact on the local economy.

### **Pioneer projects are defined as follows:**

- A market rate or above residential project that significantly increases the CRA's population.
- An innovative commercial project that creates employment opportunities, attracts significant attention to the CRA and/or fills an unmet need in the CRA. Qualified Targets Industry project are especially desirable.
- A mixed-use commercial and residential project achieving the standards above.

### **Program Funding**

Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Assistance may be made in full within the first year or disbursed over a period of several years. Staff will complete the evaluation process and determine project eligibility and level of support.

- Structures 1,000 SF to 5,000 SF: Award up to \$150,000
- Structures larger than 5,000 SF but less than 10,000 SF: Award up to \$500,000
- Structures larger than 10,000 SF: Award up to \$1.5M

### **PPIP assistance includes one or any combination thereof of the following: \***

- TIF Rebate - A partial to full rebate for a defined of time period.
- Permit Fee, Impact Fee and Mobility Fee Waiver or Reduction - Though the City's regional brownfields designation, the City may offer a partial or complete waiver of permitting fees, impact fees and mobility fees.
- Grant - Awarded on a reimbursement basis, following the completion of the project.
- Land contribution

\*Additional forms of assistance may be provided on a case by case basis.

**Projects with one or more of the following have a greater chance of being awarded:**

- Maximum capital investment – Projects must demonstrate that the public investment committed to a project will leverage substantial private capital investment. A minimum investment ratio of 3:1, private to public investment, will be utilized for evaluation purposes. A greater leverage of private investment is desirable; however, meeting or exceeding the ratio threshold does not guarantee the request for assistance.
- Number of residential units- Development of 20 or more units in a standalone residential project or 10 or more units in a mixed-use project.
- Public-use facilities- park or parkette, tourism and visitation amenities, public meeting space, parking facilities, electric vehicle charging stations, streetscape improvements, public infrastructure improvements.
- Jobs created- The jobs must pay an average annual wage that is 115% of the Osceola County average wage. (2023: 115% = \$50,338).
- Connection with the CRA Redevelopment Plans- Fulfills one or more of the goals and objectives in the Plan or development of an opportunity site.

**Eligibility Requirements**

1. The applicant must clearly identify that there is a financial need for public investment in the project.
2. The project will be consistent with the CRA's Design and Technical Standards and the City of Kissimmee Form Based Code.
3. Public benefits outlined in the application, in addition to the new capital investment resulting from the project, will strengthen the evaluation of the application.
4. Properties must be current on their taxes, or be made current upon a change in ownership of the property. Tax exempt projects are not eligible to participate in this program.
5. If the applicant is not the owner of the property, the property owner must provide authorization for the applicant to apply.
6. The applicant will be required to provide information related to their financial feasibility of the project, in order to assess financial risks and assess the level of public support requested by the applicant.
7. Assistance is available once per property, per a five-year period.
8. Applicants that have received any CRA funding for the two preceding years are ineligible.

### Submittal Requirements and Approval Process

1. Contact CRA Manager Samia Singleton at [samia.singleton@kissimmee.gov](mailto:samia.singleton@kissimmee.gov) or 407-518-2587 to determine eligibility.
2. Submit the completed PPIP application with all supporting documentation. Incomplete applications will not be accepted. **SUBMITTED APPLICATIONS ARE NOT AUTOMATICALLY APPROVED.**
3. Staff will evaluate the application a to determine whether or not the project is eligible for assistance.
4. If the project is eligible, staff will perform a Tax Increment Funding (TIF) analysis of the project to determine the level of assistance the CRA will provide.
5. Once the TIF analysis is complete, the application and proposed CRA contribution will be included on the next City Commission agenda for the DKCRA Boards' recommendation. Applicants are encouraged to be present and prepared to discuss the project.
6. After the board meeting, staff will notify the applicant of their approval or denial in writing. No work can commence prior to receiving written notification to proceed (letter or email).
7. If the CRA approves the application, an agreement between all parties will be required and shall include all of the public and private commitments and payment reimbursement schedule.
8. For the duration of the improvements, the applicant shall post a sign, to be provided by the CRA, which indicates the project has been approved as a CRA pioneer project site.

## EXHIBIT B

**DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY (CRA)  
PIONEER PROJECT INCENTIVE PROGRAM APPLICATION**

*All applications will be considered on a case-by-case basis at the sole discretion of the Downtown Kissimmee CRA.*

**APPLICATION FORM**

**(Please Print)**

|                                                      |                  |                   |
|------------------------------------------------------|------------------|-------------------|
| APPLICANT NAME: <u>100 Honeymoons LLC</u>            |                  |                   |
| CONTACT PERSON (if Corporation): <u>Christi Kapp</u> |                  |                   |
| ADDRESS: <u>21 N Clyde Ave</u>                       |                  |                   |
| CITY: <u>Kissimmee</u>                               | STATE: <u>FL</u> | ZIP: <u>34741</u> |
| TELEPHONE: <u>407-361-9992</u>                       | FAX: _____       |                   |
| EMAIL ADDRESS: <u>artsybiker1@gmail.com</u>          |                  |                   |

|                                                                |                                     |
|----------------------------------------------------------------|-------------------------------------|
| APPLICANT BUSINESS STRUCTURE:<br>(PLEASE CHECK ALL THAT APPLY) |                                     |
| Sole proprietorship/Individual                                 | <input type="checkbox"/>            |
| C-Corporation                                                  | <input type="checkbox"/>            |
| S-Corporation                                                  | <input type="checkbox"/>            |
| Limited Liability                                              | <input checked="" type="checkbox"/> |

|                                                            |                  |                   |
|------------------------------------------------------------|------------------|-------------------|
| PROJECT SITE ADDRESS:                                      |                  |                   |
| ADDRESS: <u>14 W Neptune Rd (Entrance at 405 Broadway)</u> |                  |                   |
| CITY: <u>Kissimmee</u>                                     | STATE: <u>FL</u> | ZIP: <u>34741</u> |
| PROJECT SQ FT: <u>10,360</u>                               |                  |                   |
| PARCEL ID: <u>22-25-29-2170-0014-0070</u>                  |                  |                   |

|                                |                   |                   |
|--------------------------------|-------------------|-------------------|
| BASE REAL PROPERTY VALUE:      |                   |                   |
| Most recent tax assessed value | \$ <u>203,698</u> | YEAR: <u>2024</u> |

☒ YES

☐ NO

IF NOT:

- A. PLEASE LIST THE OWNER(S) OF THE PROPERTY OR PROPERTIES ASSOCIATED WITH THIS APPLICATION AND ATTACH OWNERSHIP AUTHORIZATION.

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- B. DOES THE APPLICANT INTEND TO ACQUIRE THE PROPERTY?

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BRIEF PROJECT DESCRIPTION (MAY INCLUDE DETAILED SUMMARY WITH THE CONSTRAINTS OR OBSTACLES IN DEVELOPING SITE, AS A SEPARATE ATTACHMENT):

See Attached

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TOTAL ESTIMATED PRIVATE CAPITAL INVESTMENT FOR THE PROJECT.

Real property - construction value

\$ SEE ATTACHED

Personal property (business) – only if known through a tenant lease or ownership

\$ N/A

PLEASE LIST ALL PUBLIC INCENTIVE(S) REQUESTED WITH KNOWN OR ESTIMATED VALUE

|            | VALUE             |
|------------|-------------------|
| PPIP Grant | \$ <u>100,000</u> |
|            | \$ _____          |
|            | \$ _____          |
|            | \$ _____          |
|            | \$ _____          |

TOTAL ESTIMATED VALUE OF ALL PUBLIC INCENTIVES:

\$ 100,000



If No, please explain:

Yes

LIST PUBLIC BENEFITS AND QUANTIFY IF KNOWN:

Sculpture Garden, Art Studio, Beautification of a brownfield building and site  
Community improvements: Outdoor gathering space, indoor event venue

DOCUMENT & INFORMATION CHECK LIST:

- ☒ Ownership authorization or Affidavit of Ownership
- ☒ W-9
- ☒ Site plan, conceptual plan elevations, floor plans, estimates  
(Licensed Engineer, Licensed Architect)
- ☒ Preliminary Project Schedule
- ☒ Commercial description- office, retail tenant base of the project, units, square feet, target lease rate
- ☐ Residential description – number of units, market sales price, market lease rates, target buyer or lessee.
- ☒ Résumé of the developer or development team, related development experience, and financial statement
- ☒ Business and financial feasibility information for the proposed project:
  - Development Pro-Forma – development costs, sources and uses, cash flow analysis, debt coverage ratio, supportable debt and gap identification
  - Lease agreement if leasehold / land lease
  - Tenant commitments
  - Project financing – letters of intent from bank or lending institution
  - Ownership and equity positions

The applicant certifies that all the information in this application, and all information furnished in support of this application, is given for obtaining funds or other financial considerations from the Downtown Kissimmee CRA, and is true and complete to the best of the applicant's knowledge and belief.

If the applicant is not the owner of the property, or if the applicant is an organization rather than an individual, the applicant certifies that he/she has the authority to sign and enter into an agreement to perform the improvements on the property. Evidence of this authority must be attached.

Verification of any of the information contained in this application may be obtained from any source named herein.

It is further understood that all information obtained will be held in confidence and used for no other purposes by the Downtown Kissimmee CRA however, certain information provided is subject to Public Records Laws of the State of Florida. I have received and reviewed the program guidelines in this application package, prior to submitting this application.

SIGNATURE: Chorine J Karp DATE: 12/7/23

Please email any questions to [samia.singleton@kissimmee.gov](mailto:samia.singleton@kissimmee.gov).

appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

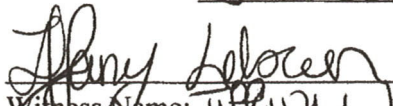
Signed, sealed and delivered in our presence:

WITNESSES:

Prather Investments, LLC now known as  
Prather Properties, LLC,  
a Florida limited liability company

  
Witness Name: Jennifer Bosly

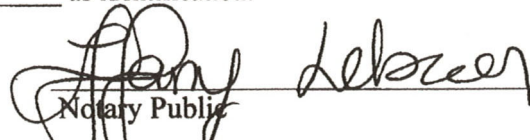
  
William R. Prather, Manager

  
Witness Name: Tiffany Lebron

STATE OF FLORIDA  
COUNTY OF Osceola

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of January, 2020, by William R. Prather, Manager of Prather Investments, LLC now known as Prather Properties, LLC, a Florida limited liability company who ☐ are personally known to me or ☒ produced FL license as identification.

[Notary Seal]

  
Notary Public



TIFFANY ROSA LEBRON  
Commission # GG 193898  
Expires March 24, 2022  
Bonded Thru Budget Notary Services

## Commercial Description - Violet's Garage

Violet's Garage is an event destination where people will be able to *gather, create and innovate*. The businesses that will be located here will offer a blend of STEAM related activities such as art events, robotics festivals, and technology events. Violet's Venom Brewery, an on-site nano-brewery, will showcase the power of practical chemistry. This combination will ultimately yield a unique blend of "edutainment" that will be attractive to the new Osceola residents moving into the NeoCity area, to technology professionals along the SunRail tech corridor, as well as corporate customers for events.

This \$1.1 million, 21,300 square foot mixed-use project includes

- 2300 sq feet of restaurant/brewery/bar space
- 2060 sq ft of art studio space,
- 1500 sq feet of retail space
- 4500 sq ft of outdoor awning space with permanent, built-in rentable kiosks for retail, food vendors and events
- 10940 sq ft of outdoor green space reserved for an interactive sculpture garden, picnic tables, lawn area, and a future phase 2 of development.

This .49 acre property was purchased in January 2020 for \$525,000 from Prather Properties, LLC who had owned the property for 100+ years. The site originally housed a portion of Kissimmee's Coca-Cola Bottling plant where the trucks were loaded with Coca-Cola products. George Holmes Prather, moved to Kissimmee from Clinton, S.C. in 1902. Among several other business ventures he founded, he opened the Kissimmee Coca-Cola Bottling Company in 1909. The Prather family sold their Coca-Cola franchise in 1969 but continued to bottle Dr Pepper and Grapette until 1972 at this site.

Prior to that, In the late 1800's and early 1900's while Kissimmee was one of the fastest growing port towns in the US, the site featured the Broadway House, a cobbler, a stable, and a lumberyard. Many old coins were found from this era during the exterior site work.

The interior of the existing 5800 sq ft building is being renovated from warehouse space into three different retail, office/studio and restaurant/brewery/bar spaces. The outdoor 4500 foot expansion will add rentable retail/food vendor space. The design reflects inspiration from buildings found in Historic Downtown Kissimmee from the late 1800's to early 1900's. Both interior and exterior will include Coca-Cola inspiration as well.





## Violet's Garage Cost Analysis

Prior to starting development, the building on the property at 14 W Neptune Rd, Kissimmee, FL 34741 was used as a warehouse. The remaining land was covered by the uneven, cracked foundations of three structures destroyed by the 2005 hurricanes and those buildings subsequently demolished in 2012 .

The 6000 sq ft building consisted of two independent spaces. The 4000 sq ft area was originally occupied by the Coca-Cola Bottling plant's bottle loading facility and is of historical significance for Kissimmee. For this first phase of development, we are building a mixed use complex including an art studio, brewery, outdoor seating, event space and outdoor mini-park area similar to the concept shown in the *2020 Historic Downtown Kissimmee CRA Update*. (p. 66). See [www.VioletsGarage.com](http://www.VioletsGarage.com) for more information.

### Existing Property and Buildout Cost (Approximate)

| Item                                                              | Amount             |
|-------------------------------------------------------------------|--------------------|
| Existing Property including land and building:                    | \$525,000          |
| Interior Buildout                                                 | \$200,000          |
| Exterior Buildout (including environmental assessments & reports) | \$250,000          |
| Interest Cost (to opening date)                                   | \$84,000           |
| <b>Total Cost (approximate)</b>                                   | <b>\$1,059,000</b> |

### Owner/Developer Investment

| Item                               | Amount             |
|------------------------------------|--------------------|
| Financing (approximate remaining)  | \$350,000          |
| Owner/Developer Investment         | \$580,000          |
| Incentives                         | \$129,900          |
| <b>Total Funding (approximate)</b> | <b>\$1,059,000</b> |



## Commercial Description - Violet's Garage

| Space                   | Units | Tenant                                          | Target Lease Rate |
|-------------------------|-------|-------------------------------------------------|-------------------|
| 2300 sq ft              | 1     | Kapp and Kappy B&B d/b/a Violet's Venom Brewery | \$28/sq ft/yr NNN |
| 1500 sq ft              | 1     | Art In Motion LLC                               | \$14/sq ft/yr NNN |
| 1800 sq ft              | 1     | DataPsy, Inc.                                   | \$14/sq ft/yr NNN |
| 600 sq ft food kiosks   | 3     | TBD                                             | \$25/sq ft/yr     |
| 600 sq ft retail kiosks | 1     | TBD                                             | \$25/sq ft/yr     |





## Project Schedule - Violet's Garage

| Project          | Status        | Start Date | Planned End Date |
|------------------|---------------|------------|------------------|
| The Studio       | Complete ▾    | 1/6/2020   | Aug 2021         |
| Brewery Interior | In progress ▾ | 1/6/2020   | Dec 2023         |
| Awning           | In progress ▾ | 8/15/2023  | Dec 2023         |
| Landscape        | Not started ▾ | 10/10/2023 | Nov 2023         |
| Awning Buildout  | In progress ▾ | 11/9/2023  | Jan 2024         |
| Completion       | C.O. ▾        |            | Q2 2024          |



## ***Thomas A Kapp***

### *Executive Summary*

Tom Kapp is an experienced Product Designer, Entrepreneur, and Construction Project Manager with a track record of successful project delivery. His industry expertise includes construction, custom vehicle manufacturing, wastewater treatment, and printer manufacturing. He is also a successful real-estate investor and property re-developer.

### *Selected Experience*

- Managed Re-Development of 14 W Neptune Rd to transform a derelict warehouse property into a vibrant event venue and brewery (100 Honeymoons, LLC, 2020 - present)
- Re-Designed and Managed Construction for the Autrey House in Historic Downtown Kissimmee (Kapp and Kappy B&B, 2015-17)
- Managed Construction of *Building 2* of Valencia Community College (Gray Construction, 1996-1998)
- Managed Construction for Holiday Inn Express/Marianna, Comfort Inn/Panama City and Hampton Inn/Mary Esther (Advanced Building Constructors, 1989-1991)
- Designed water transmission systems for wastewater treatment plants (CDM Corporation)
- Designed antenna system structures to hold 6 meter to 13 meter antennas (RF Systems, 1978-1980)
- Design, Estimation, Project Management on a variety of construction, landscape projects (Self-employed)
- Design, Manufacturing of Custom Motorcycles for a global customer base. His motorcycles have been seen on Discovery Channel's "How It's Done". (Art In Motion, LLC, 2006 - present)
- Design, Drafting, Testing and Field Support for a 30 PPM Laser printer, patent contributor (Burroughs Corp, 1982-1985)
- Design/Build Residential and commercial Properties
  - Buying, remodeling, renting and selling houses (2010-2016)
  - Designed and built garage with Fiancé in Kissimmee (2006)
  - Home remodel in Kissimmee, FL (2003)
  - Designed and built two homes in Windermere, FL (1987)

### *Civic Involvement*

- Planning and zoning board Kissimmee, FL 2016-present
- Planning and zoning board Windermere, FL 1992-94
- Metroplan Orlando Airport Representative, City of Kissimmee, ~2019 - 2022

### *Education*

South Shore Vocational Technical HS, Hanover, MA: Study: Design Drafting



## ***Christine G Kapp***

### *Executive Summary*

Ms. Kapp is an entrepreneurial executive with strong sales, business and project management skills. In addition, she has over thirty years experience planning, managing and implementing information system projects ranging in value from \$50K to over \$8 million. She is also a successful real-estate investor and property re-developer.



### *Selected Experience*

- Created financial forecasts, wrote business plans, acquired business licenses for manufacturing, brewery operations, and restaurant & hotel operations. Led social media marketing efforts.
  - **Art In Motion LLC** - Custom Motorcycles and Sculpture Fabrication (2007 - present) - Art In Motion designs and fabricates unique motorcycles, trikes, vehicles and sculptures and its Flyin' trike" was featured on a "How It's Made" episode on Discovery Channel in 2010 - [www.artinmotionllc.com](http://www.artinmotionllc.com)
  - **Kapp and Kappy B&B** - A Kissimmee, Florida Licensed Bed & Breakfast | Violet's Venom Brewery (2017 - present) - [www.kappandkappy.com](http://www.kappandkappy.com)
  - **DataPsy, Inc** | X Factor Institute - Creating energizing Xperiences | The Studio @Violet's Garage | Cosmic Teamwork - [www.DataPsy.com](http://www.DataPsy.com), [www.CosmicTeamwork.com](http://www.CosmicTeamwork.com), [www.VioletsGarage.com](http://www.VioletsGarage.com)
  - **JustIntegration, Inc** - Management Consulting/Holding Company - 2002 - present
  - **100 Honeymoons, LLC** - Property management (2020 - present)
- Restructured sales and marketing operations for a \$27M/year company. Digital Fusion (Nasdaq: DIGF) was formed through a roll-up of over 20 disparate IT consulting companies. This restructure enabled the company to survive and thrive after 9/11 caused closure of three of the five regional offices. (Digital Fusion, 2000 - 2002)
- Founded and grew TechKnowQuest, Inc. to be one of the Orlando Area's fastest growing technology companies. Led Information Technology consulting operations and managed company P&L. Sold operations and merged business with DPAI and then served as the VP of the Gulf States Region. (1994-2000)

### *Civic and Industry Involvement*

- Advisory Board— Osceola High School – Academy of Hospitality & Tourism Advisory— 2018 – Present
- Central Florida Google Developer Group – Founder & Organizer, WTM Ambassador – 2014 – Present
- Secretary - Florida Native Plant Society - 2019 - 2020
- City of Kissimmee Historic Preservation Board - 2016 - 2019
- Volunteer, Junior League of Greater Orlando - 2000 - 2010

### *Education*

Master of Science: College of Health & Public Affairs, University of Central Florida  
 Bachelor of Science: Chemical Engineering; University of Rochester

## ITEM 8.C

### (DKCRA) Community Redevelopment Agencies Demolition Services Program Policy Amendment

#### Request

Adoption of the amended Community Redevelopment Agency (CRA) Incentives Policy-Demolition Services and approval of a transfer from reserves to increase the program budget.

#### Explanation

In 2021, the City of Kissimmee Community Redevelopment Agencies adopted the Demolition Services Program Policy and a subsequent amendment to the original policy to remove eligibility criteria that may discourage participation. The Program serves as a redevelopment tool to support the demolition of commercial structures hindering redevelopment or reinvestment within the CRA districts.

To continue to encourage the usage of the program and allow it to operate in a more consistent manner with other CRA programs, the current policy necessitates an amendment. Specifically, allowing applicants overall flexibility in the management of their project, with regard to timeline and selection of project contractors.

Therefore, staff revised two key steps in the policy's procedure. Under the revised procedure, the CRA will relinquish the selection of contractors for demolition services to the applicant and reimburse grant funds upon completion of the demolition project.

The current budget for the program is \$50,000. In expectation of increased interest in the program, Staff is requesting approval of a transfer from Reserves to increase the Program budget from \$50,000 to \$100,000.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget   | Actual    |
|-----------------|-----------|---------------------|----------|-----------|
| 10625508-508282 |           | Increase            | \$50,000 | \$100,000 |
| 10610500-509276 |           | Decrease            | \$50,000 | \$50,000  |

#### Financial Summary:

Currently, the CRA has sufficient funds to cover program expenses. However, Staff anticipates increased interest in the program, necessitating an increase in the program's budget from \$50,000 to \$100,000.

#### Recommendation

Adoption of the amended Community Redevelopment Agency (CRA) Incentives Policy-Demolition Services and approval of a transfer from reserves to increase the program budget.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Economic Development

Presenter: Samia Singleton

**Attachment(s):**

1. 2024 Amended CRA Incentives Policy



Title: Community Redevelopment Agency (CRA) Incentives

Effective Date: TBD

Revised Date: February 22, 2024

## A. Demolition Services-New Construction

### Program Outline

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

### Eligibility Criteria

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

### Program Funding

• Funds are available on first come, first serve basis. Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Staff will complete the evaluation process and determine project eligibility and level of support.

### Procedure

1. Upon receiving an application, CRA staff will determine if the proposed work is eligible for funding.
2. Applicant is responsible for any and all permits required by the City of Kissimmee Building Department. Grant funds cannot be used for permit fees.

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- ~~1.3. Once the grant is approved, the applicant will have six months to complete the project with a six-month extension upon written request and written approval by the CRA.~~
- ~~2. Upon completion of the project with all inspections completed and all contractors and materials paid in full, verifiable through paid invoices, the CRA will provide grant funds in the amount approved. Upon completing the evaluation process and determining eligibility, the CRA shall approve the application and coordinate the dates of demolition services with property owner.~~

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4.

## B. Demolition Services – Blight Removal

### Program Outline

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

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### Eligibility Criteria

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

### Program Funding

- Funds are available on first come, first serve basis. Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Staff will complete the evaluation process and determine project eligibility and level of support.

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### Procedure

1. Upon receiving an application, CRA staff will determine if the proposed work is eligible for funding.
  - Upon the CRA staff will determine if that the site or facility has failed safety or aesthetic standards, is abandoned, or is a nuisance. CRA staff shall initiate conversations with the property owner and offer demolition services or offer funding for the demolition of the structure.
2. Upon meeting all eligibility requirements and receiving owner approval, the CRA shall approve the application.
3. Work shall not begin until the applicant receives an approval from CRA staff.

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- ~~1.4. Applicant is responsible for any and all permits required by the City of Kissimmee Building Department. Grant funds cannot be used for permit fees.~~
- ~~5. Once the grant is approved, the applicant will have six months to complete the project with a six-month extension upon written request and written approval by the CRA.~~
- ~~2.6. Upon completion of the project with all inspections completed and all contractors and materials paid in full, verifiable through paid invoices, the CRA will provide grant funds in the amount approved, and coordinate the dates of demolition services with the property owner.~~
- ~~Any Impact Fee/Mobility fee credits of the structure will be noted within Development Services Department records and may be applied to any new construction on the same parcel. Statement of Impact Fee/Mobility Fee credit may be provided to owner upon request.~~

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### C. Pioneer Project Incentive Program

#### Program Outline

The City of Kissimmee Community Redevelopment Agencies (CRAs) Redevelopment Plans advise the use of developer incentives to attract private sector investment. The creation of a CRA Pioneer Project Incentive Program (PPIP) would incentivize the development of residential, commercial and mixed-use projects in the CRA that would otherwise not happen due to exorbitant local development impact fees.

The PPIP would support development projects that will positively impact the residential and business community, and the economic vitality of the CRA. Qualifying projects are those that are deemed desirable to the CRA and identified as potentially having a significant positive impact on the local economy.

Pioneer projects are defined as follows:

- A residential project that significantly increases the CRA's population.
- An innovative commercial project that creates employment opportunities, attracts significant attraction to the CRA and/or fills an unmet need in the CRA.
- A mixed-use commercial and residential project.

#### Program Funding

Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Assistance may be made in full within the first year or disbursed over a period of several years. Staff will complete the evaluation process and determine project eligibility and level of support.

- Structures 1,000 SF to 5,000 SF: Award up to \$150,000
- Structures larger than 5,000 SF but less than 10,000 SF: Award up to \$500,000
- Structures larger than 10,000 SF: Award up to \$1.5M



Possible assistance offered through the PPIP includes:

- TIF Rebate - A partial to full rebate for a defined of time period.
- Permit Fee, Impact Fee and Mobility Fee Waiver or Reduction - Though the City's regional brownfields designation, the City may offer a partial or complete waiver of permitting fees, impact fees and mobility fees.
- Grant- Awarded on a reimbursement basis, following the completion of the project.
- Land contribution

\*Additional forms of assistance may be provided on a case by case basis.

#### Procedure

A TIF Abatement and waiver reduction will offset the impact fees incurred by the developer, which have the tendency to the development of major projects.

Eligible projects will be based on:

- Public facilities
- Jobs created
- Number of residential units
- Maximum capital investment
- Connection with the CRA Redevelopment Plan

Staff will complete the evaluation process and determine project eligibility for the PPIP.

## ITEM 8.D

### (VSCRA) Community Redevelopment Agencies Demolition Services Program Policy Amendment

#### Request

Adoption of the amended Community Redevelopment Agency (CRA) Incentives Policy-Demolition Services and approval of a transfer from Reserves to increase the Program budget.

#### Explanation

In 2021, the City of Kissimmee Community Redevelopment Agencies adopted the Demolition Services Program Policy and a subsequent amendment to the original policy to remove eligibility criteria that may discourage participation. The Program serves as a redevelopment tool to support the demolition of commercial structures hindering redevelopment or reinvestment within the CRA districts.

To continue to encourage the usage of the Program and allow it to operate in more consistent manner with other CRA programs, the current Policy necessitates an amendment. Specifically, allowing applicants overall flexibility in the management of their project, with regard to timeline and selection of project contractors.

Therefore, staff revised two key steps in the Policy's procedure. Under the revised procedure, the CRA will relinquish the selection of contractors for demolition services to the applicant and reimburse grant funds upon completion of the demolition project.

The current budget for the Program is \$50,000. In expectation of increased interest in the Program, Staff is requesting approval of a transfer from Reserves to increase the Program budget from \$50,000 to \$100,000.

#### Financial Information

| Account #       | Project # | Increase / Decrease | Budget   | Actual    |
|-----------------|-----------|---------------------|----------|-----------|
| 10725508-508282 |           | Increase            | \$50,000 | \$100,000 |
| 10725500-509276 |           | Decrease            | \$50,000 | \$50,000  |

#### Financial Summary:

Currently, the CRA has sufficient funds to cover Program expenses. However, Staff anticipates increased interest in the program, necessitating an increase in the Program's budget from \$50,000 to \$100,000.

#### Recommendation

Adoption of the amended Community Redevelopment Agency (CRA) Incentives Policy-Demolition Services and approval of a transfer from Reserves to increase the Program budget.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Economic Development

Presenter: Samia Singleton

**Attachment(s):**

1. 2024 Amended CRA Incentives Policy





Title: Community Redevelopment Agency (CRA) Incentives

Effective Date: TBD

Revised Date: February 22, 2024

## A. Demolition Services-New Construction

### Program Outline

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

### Eligibility Criteria

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

### Program Funding

• Funds are available on first come, first serve basis. Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Staff will complete the evaluation process and determine project eligibility and level of support.

### Procedure

1. Upon receiving an application, CRA staff will determine if the proposed work is eligible for funding.
2. Applicant is responsible for any and all permits required by the City of Kissimmee Building Department. Grant funds cannot be used for permit fees.

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- ~~1.3. Once the grant is approved, the applicant will have six months to complete the project with a six-month extension upon written request and written approval by the CRA.~~
- ~~2. Upon completion of the project with all inspections completed and all contractors and materials paid in full, verifiable through paid invoices, the CRA will provide grant funds in the amount approved. Upon completing the evaluation process and determining eligibility, the CRA shall approve the application and coordinate the dates of demolition services with property owner.~~

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## B. Demolition Services – Blight Removal

### Program Outline

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

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### Eligibility Criteria

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

### Program Funding

- Funds are available on first come, first serve basis. Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Staff will complete the evaluation process and determine project eligibility and level of support.

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### Procedure

1. Upon receiving an application, CRA staff will determine if the proposed work is eligible for funding.
  - Upon the CRA staff will determine if that the site or facility has failed safety or aesthetic standards, is abandoned, or is a nuisance. CRA staff shall initiate conversations with the property owner and offer demolition services or offer funding for the demolition of the structure.
2. Upon meeting all eligibility requirements and receiving owner approval, the CRA shall approve the application.
3. Work shall not begin until the applicant receives an approval from CRA staff.

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- ~~1.4. Applicant is responsible for any and all permits required by the City of Kissimmee Building Department. Grant funds cannot be used for permit fees.~~
- ~~5. Once the grant is approved, the applicant will have six months to complete the project with a six-month extension upon written request and written approval by the CRA.~~
- ~~2.6. Upon completion of the project with all inspections completed and all contractors and materials paid in full, verifiable through paid invoices, the CRA will provide grant funds in the amount approved, and coordinate the dates of demolition services with the property owner.~~
- ~~Any Impact Fee/Mobility fee credits of the structure will be noted within Development Services Department records and may be applied to any new construction on the same parcel. Statement of Impact Fee/Mobility Fee credit may be provided to owner upon request.~~

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### C. Pioneer Project Incentive Program

#### Program Outline

The City of Kissimmee Community Redevelopment Agencies (CRAs) Redevelopment Plans advise the use of developer incentives to attract private sector investment. The creation of a CRA Pioneer Project Incentive Program (PPIP) would incentivize the development of residential, commercial and mixed-use projects in the CRA that would otherwise not happen due to exorbitant local development impact fees.

The PPIP would support development projects that will positively impact the residential and business community, and the economic vitality of the CRA. Qualifying projects are those that are deemed desirable to the CRA and identified as potentially having a significant positive impact on the local economy.

Pioneer projects are defined as follows:

- A residential project that significantly increases the CRA's population.
- An innovative commercial project that creates employment opportunities, attracts significant attraction to the CRA and/or fills an unmet need in the CRA.
- A mixed-use commercial and residential project.

#### Program Funding

Projects will be considered on a case-by-case basis at the sole discretion of the CRA and any award is contingent upon the availability of funds. Assistance may be made in full within the first year or disbursed over a period of several years. Staff will complete the evaluation process and determine project eligibility and level of support.

- Structures 1,000 SF to 5,000 SF: Award up to \$150,000
- Structures larger than 5,000 SF but less than 10,000 SF: Award up to \$500,000
- Structures larger than 10,000 SF: Award up to \$1.5M



Possible assistance offered through the PPIP includes:

- TIF Rebate - A partial to full rebate for a defined of time period.
- Permit Fee, Impact Fee and Mobility Fee Waiver or Reduction - Though the City's regional brownfields designation, the City may offer a partial or complete waiver of permitting fees, impact fees and mobility fees.
- Grant- Awarded on a reimbursement basis, following the completion of the project.
- Land contribution

\*Additional forms of assistance may be provided on a case by case basis.

#### Procedure

A TIF Abatement and waiver reduction will offset the impact fees incurred by the developer, which have the tendency to the development of major projects.

Eligible projects will be based on:

- Public facilities
- Jobs created
- Number of residential units
- Maximum capital investment
- Connection with the CRA Redevelopment Plan

Staff will complete the evaluation process and determine project eligibility for the PPIP.

## **ITEM 8.E**

### **Discuss Draft Policy for Signage During Voting at the Kissimmee Civic Center**

#### **Request**

Commission direction on signage at the Kissimmee Civic Center during voting.

#### **Explanation**

The Osceola County Supervisors of Elections holds early and regular voting at the Kissimmee Civic Center. Voting happens every two years. Candidates and supporters of ballot initiatives place signs on the Civic Center property. This property is owned and maintained by the City of Kissimmee.

In previous years, candidates and ballot initiative supporters have typically placed large numbers of signs and the following problem occurred:

- 1) Large signs supported by 4" x 4" posts, break landscaping irrigation and destroy landscaping.
- 2) Vehicles with candidate and initiative signs blocking multiple parking spaces, taking parking away from voters and Civic Center users.
- 3) Signs are placed in the City's rights-of-way and in locations that are a hazard to traffic.
- 4) Once a candidate has been removed from a race or the election is over, the signs are left for City employees to collect and discard at taxpayer expense.
- 5) Candidates and their staffs file complaints against competitions for perceived infractions resulting in valuable staff time and mistreatment by candidates and their staffs.

To address these issues, City staff has developed a draft policy for signage during early and regular voting at the Kissimmee Civic Center. The First Amendment cannot manage or restrict language or information on the signs. However, the City can regulate time, size, location and method of display on City property.

The draft policy is part of the backup to this agenda item.

The following are highlights from the policy.

- 1) Signs cannot be larger than 2' x 2' or four square feet.
- 2) Signs can only be placed in the area designated on the map in the policy. (Map #1).
- 3) Signs must be mounted on the ground and freestanding on a wire frame.
- 4) Signs may only be placed once the Osceola County Supervisor of Elections polling location becomes active.
- 5) All signs must be removed within 24 hours of the end of voting.
- 6) Sing may be attached to vehicles that are parked in a normal manner as outlined in the policy.
- 7) Signs may not be mounted, tied, or affixed to landscaping, street and parking signs, or other structures.
- 8) Signs may not be held upright using concrete blocks or similar items.
- 9) Any sign not meeting the standards in the policy can be removed and disposed of immediately by City Staff.

This policy was not intended to restrict signage erected by the Supervisor of Elections. Once the City Commission approves the policy, staff will format it as other City policies are and distribute it to the candidates.

#### **Recommendation**

The Commission accept the policy as presented by Staff.

City of Kissimmee



REQUESTED CITY COMMISSION ACTION:

Commission Direction

Department: Development Services

Presenter: Craig Holland

**Attachment(s):**

1. City of Kissimmee Policy civic center signs final draft

## **City of Kissimmee Policy**

### **Signage allowed at the Kissimmee Civic Center during Osceola County Supervisor of Elections use of the facility for all elections.**

The Kissimmee Civic Center located at 201 E Dakin in Downtown Kissimmee is often used by the Osceola County Supervisor of Elections as a polling place for elections. This use can occur for several weeks with early voting.

This policy manages the time, size, location, and method of display for signs during the period the Civic Center is being used as a polling place for elections. This policy is not intended to restrict signage erected by the Supervisor of Elections to identify the Civic Center as a polling place.

Nothing in this policy shall prohibit or restrict the language or information on signs.

Sign standards:

- 1) All signs are of a temporary nature and do not require a sign permit.
- 2) Signs cannot be larger than 2' x 2' (4 square feet).
- 3) Signs may be double sided.
- 4) Signs may only be placed in the area designated on Map #1.
- 5) Signs must be mounted in the ground and freestanding on a wire frame. See Illustration #1.
- 6) Signs may be placed once the Osceola County Supervisor of Elections polling location becomes active at the City of Kissimmee Civic Center.
- 7) All signs must be removed within 24 hours of the end of the voting and the polling closes.
  - a. Signs not removed within 24 hours will be collected by the City and disposed of in the appropriate manner.
- 8) Signs may be affected to vehicles.
  - a. Vehicles must be parked within a designated parking space.
  - b. Vehicles cannot be parked or located within a designated drive aisle, landscape area, handicap parking space or across multiple parking spaces.
  - c. Vehicles cannot be parked overnight.

Illustration #1



Map #1



Prohibited signs and method of display:

- 1) Any sign that does not meet the standard above.
- 2) Signs mounted, tied, or affixed to landscaping, street and parking signs, or other structures.
- 3) Signs using a frame or stand other than a wire frame as described above.
- 4) Signs using concrete blocks or similar items to maintain the sign upright.

The City of Kissimmee Civic Center is owned and operated by the City of Kissimmee, and the City reserves the right to remove and dispose of any sign that does not meet the standards or intent of this policy.