MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, NOVEMBER 5, 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 Proclamation - Pastors Eli and Daisy Reyes

3.B Proclamation - Olympic Medalist Victor Montalvo

3.C Employee of the Month for November

3.D Service Awards for August, September and October

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading - Proposed Ordinance # 24-16 - Amending the General Employees Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-89, BENEFIT AMOUNTS AND ELIGIBILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

7.A Approval of City Commission Minutes from the October 15, 2024, meeting

7.B Memorandums of Understanding between the City of Kissimmee and Florida State Lodge Fraternal Order of Police, Inc. representing the Police Officers, Corporals, Detectives and Sergeants Contracts.

7.C Cisco Security Enterprise Agreement

7.D Vulnerability Assessment and Adaptation Plan Task

7.E Fire Station Alerting Purchase Agreement

7.F Construction Award for the Bermuda Drainage Improvements Project

7.G Grant application and acceptance of grant from Walmart's Spark Good Local Grants

7.H Grant Acceptance for the Bermuda Estates Drainage Project

7.I Projects to be Carried Forward to FY 2024-2025

7.J Second Amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency (CRA) and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

7.K Seventh Amendment to and Restatement of Fixed Base Operator Lease Agreement

7.L Tohopekaliga Water Authority Utility Easement at Kissimmee Gateway Airport

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A (DKCRA) Second Amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency (DKCRA) and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.B Haven on Vine Update

8.C Social Service and Quality of Life Competitive Funding Awards

8.D Advisory Board Vacancy: Board of Adjustment and Planning Advisory Board

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
Proclamation - Pastors Eli and Daisy Reyes

Request

To present a Proclamation to Pastors Eli and Daisy Reyes of Nazaret Church for their 30 years of service to the community.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation-Pastors Eli and Daisy Reyes

Proclamation

City of Kissimmee Florida

PASTORS ELI AND DAISY REYES

WHEREAS, Pastors Eli and Daisy Reyes of Nazaret Church have dedicated the past 30 years to extraordinary community service, tirelessly working to contribute to the development, restoration, and well-being of hundreds of families in our community; and

WHEREAS, through their leadership, Nazaret Church has become a beacon of love, hope, and support, providing a safe haven for residents of this city to find guidance, connection, and compassion during times of need; and

WHEREAS, the church has been a place of refuge during natural emergencies, offering shelter and assistance to those impacted, embodying the values of service and care for the community; and

WHEREAS, every Thursday, Nazaret Church opens its doors to the youth of our city, offering a safe environment where they can gather, find community, and build positive relationships, fostering the next generation of engaged and empowered citizens; and

WHEREAS, the; Pastors Eli and Daisy Reyes have truly been a light in the midst of our city, embodying the spirit of service and dedication that uplifts the entire community and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee, do hereby honor and celebrate the 30 years of dedicated service of **"Pastors Eli and Daisy Reyes"** for their contributions and unwavering commitment to the residents of the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 5th day of November, 2024.

CITY MANAGER

Olga Gonzalez
MAYOR-COMMISSIONER

ITEM 3.B
Proclamation - Olympic Medalist Victor Montalvo

Request

To present a Proclamation to Olympic Medalist Victor Montalvo for his outstanding achievements.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation- Olympic Medalist Victor Montalvo

Proclamation

City of
Kissimmee
Florida

OLYMPIC MEDALIST VICTOR MONTALVO

WHEREAS, Victor Montalvo, a proud member of our Kissimmee community, has recently achieved a monumental milestone by securing a bronze medal at the Olympic Games; and

WHEREAS, through years of dedication to the art and sport of breakdancing, Victor has mastered this dynamic form of expression, becoming a role model for young dancers and athletes, and embodying the values of perseverance, creativity, and resilience; and

WHEREAS, Victor's accomplishment on the world stage is a testament to his exceptional talent, relentless dedication, and unwavering spirit; and

WHEREAS, his success not only exemplifies the highest values of perseverance and commitment but also brings immense pride to our city, showcasing the remarkable potential and determination that our community fosters; and

WHEREAS, Victor Montalvo's achievement serves as an inspiring reminder of what can be accomplished through hard work and dedication, and stands as a symbol of excellence for all residents of Kissimmee; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee, hereby recognize November 5, 2024 as **"Victor Montalvo Day"** in recognition of his outstanding achievements.

IN WITNESS, THEREOF, this is signed this 5th day of November, 2024.

CITY MANAGER

Olga Gonzalez
MAYOR-COMMISSIONER

ITEM 3.C
Employee of the Month for November

Request

That the Commission join the City Manager recognizing Celenia Vaillant of the Human Resources & Risk Management Department as the Employee of the Month for November.

Explanation

The City is pleased to honor Celenia Vaillant as the Employee of the Month for November. Celenia has been with the City for 6 years and currently serves as a Risk Management Coordinator for the HR and Risk Management Department.

Celenia demonstrates dedication, efficiency, and a positive attitude in everything she does. She has been a great asset in the successful planning, coordination, and execution of key events like the Safety Boutique and Wellness Fair, and she has recently taken charge of the VARC and Safety Committee meetings with great success. Her bilingual skills have also been beneficial as she can explain the worker's compensation process to employees who are more comfortable speaking their native language.

Celenia creatively helps recognize her team members on such occasions as birthdays and retirements, which has fostered a spirit of camaraderie and teamwork across the department. Her enthusiasm, combined with her willingness to assist others, makes her a true asset to the team. For this and more, the City would like to recognize Celenia Vaillant.

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 3.D
Service Awards for August, September and October

Request

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

Explanation

Five	Everton Barnett	Parks & Recreation
	Shawnta Dillard	Development Services
	Brandon Salgado	Police
	Josh Tulak	Development Services
Ten	Fernando Almeida	Fire
	Evan Bole	Fire
	Stephen Gonnella	Fire
	David Losey	Fire
	Alcides Marrero Gonzalez	Public Works & Engineering
	Jason Stewart	Fire
Fifteen	Lisette Mercado	Police
	Jonathan Padilla	Police
	Ian Thomas	Information Technology
Twenty	Juan C. Gonzalez	Development Services
	Rebekah Morris	Police
	Jane Perkins	Police
	Judy Serrano	Police
Twenty-Five	Wilson Munoz	Police
	Eva Alayon	Police
Thirty	Frank Bachmann	Fire

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
None

ITEM 4.A
Public Hearing - First Reading - Proposed Ordinance # 24-16 - Amending the General Employees Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-89, BENEFIT AMOUNTS AND ELIGIBILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the First Reading of the Proposed Ordinance # 24-16 for the General Employee's Pension Plan.

Explanation

The proposed ordinance # 24-16 and the impact statement from the Plans Actuary are attached for approval. The Pension Attorney prepared the proposed ordinance. A study was done to determine the cost of a COLA by requesting data on a 3% cola. The Actuary indicated the impact of the cost on the General Employees Retirement Plan. The City Manager included in the budget a recommendation for a 3% Cola for those retired employees (including DROP participants and beneficiaries) for at least two years effective 10/01/2022. The ordinance attached is required to grant the Cola and make it effective 10/01/2024 for those described individuals. The increase will be retroactive to 10/01/2024. Retirees of this plan have not received a COLA increase since 2018.

Recommendation

Staff recommends approval.

<u>REQUESTED CITY COMMISSION ACTION:</u>

Approve

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):
1. Proposed COLA ORD for General Retirees
2. Kissimmee General Employees Retirement Plan - Actuarial Impact Statement 10-24-2024
3. Proof of Advertising - Publication Date October 31, 2024

PROPOSED ORDINANCE NO. 24-16
ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-89, BENEFIT AMOUNTS AND ELIGIBILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 30, Personnel, Article III, Employee Retirement, Division 2, General Employees' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-89, Benefit Amounts and Eligibility, to add subsection (k), *Cost of living allowance to October 1, 2024,* to read as follows:

* * * * *

<u>(k) *Cost of living allowance to October 1, 2024.* Effective retroactively to October 1, 2024, for City General Employees but excluding Authority Employee Members, the monthly benefit currently being received by every retiree, joint pensioner or beneficiary, including DROP participants and disability retirees who were receiving benefits on October 1, 2022, is increased by three percent (3%). This increase shall not apply to former terminated vested benefit recipients. This increase shall not apply to the $100/$25 monthly supplemental benefit provided for in subsection (b), above. This is a one-time increase in these benefits.</u>

* * * * *

SECTION 2: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing code of ordinances of the City of Kissimmee.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 4: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 5: That this Ordinance shall become effective upon adoption.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this _______ day of ___________________________, 2024.

____
Mayor-Commissioner

ATTEST:

____
City Clerk

Approved as to form and legality:

____
City Attorney

kiss gen.ord 10-16-24

October 24, 2024

Ms. Linda Gomez
Pension Coordinator
City of Kissimmee
101 North Church Street
Kissimmee, Florida 34741

Re: City of Kissimmee General Employees Retirement Plan

Dear Linda:

As requested, we have prepared the enclosed Actuarial Impact Statement showing the first-year financial impact of the proposed ordinance which would provide a one-time 3% Cost of Living Adjustment (COLA) effective October 1, 2024 to City of Kissimmee retirees (including DROP participants) and beneficiaries who have been retired for at least two years as of October 1, 2024, except for former terminated vested members. The COLA would not apply to the monthly supplemental benefit. The COLA also would not apply to Toho Water Authority retirees.

Please note that the increase in the Unfunded Actuarial Accrued Liability (UAAL) has been amortized over ten years in this analysis rather than the current policy of 20 years. We have reflected a shorter amortization period to accelerate the funding of the liability increase since the proposed changes apply only to members who are already retired.

Summary of Findings

The impact of the above change on the required employer contribution and funded ratio in the first year is summarized in the table below for City of Kissimmee employees. Also summarized in the table is the increase in the Actuarial Present Value of Projected Benefits expected to be paid to the eligible retirees and beneficiaries, which represents a measurement of the ultimate cost of the proposed one-time COLA assuming all of our actuarial assumptions are met each year. This difference would be funded by additional City contributions over time. There is no change in the results for Toho employees.

City of Kissimmee Employees	Valuation	3% One-Time COLA for COK Pensioners	Difference
Actuarial Determined Employer Contribution (ADEC)			
Dollar Amount	$ 4,620,666	$ 4,806,900	$ 186,234
% of Covered Payroll	22.33%	23.23%	0.90%
Funded Ratio	86.0%	85.0%	(1.0)%
Annual Benefit Payments	$ 5,669,046	$ 5,797,995	$ 128,949
Actuarial Present Value of All Projected Benefits	$ 135,262,549	$ 136,591,833	$ 1,329,284

Please note that the impact of the proposed plan change is being shown on the actuarially determined contribution for the fiscal year ending September 30, 2025 for illustrative purposes only using the valuation results as of October 1, 2023, the most recent actuarial valuation. If the proposed ordinance is adopted, funding requirements would not be impacted until the year beginning October 1, 2025.

The Statement must be filed with the Division of Retirement before the final public hearing on the ordinance. Please have a member of the Board of Trustees sign the Statement. Then send the Statement along with a copy of the proposed ordinance to Tallahassee.

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. The assumptions used to determine the contribution requirement and accrued liability are the same as those used for the October 1, 2023 Actuarial Valuation Report dated February 15, 2024.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan’s funded status); and changes in plan provisions or applicable law.

Please refer to the October 1, 2023 Actuarial Valuation Report dated February 15, 2024 for additional discussions regarding the risks associated with measuring the accrued liability and the actuarially determined contribution.

The scope of this Actuarial Impact Statement does not include an analysis of the potential range of such future measurements or a quantitative measurement of the future risks of not achieving the assumptions. In certain circumstances, detailed or quantitative assessments of one or more of these risks as well as various plan maturity measures and historical actuarial measurements may be requested from the actuary. Additional risk assessments are generally outside the scope of an Actuarial Impact Statement. Additional assessments may include stress tests, scenario tests, sensitivity tests, stochastic modeling, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability.

Additional Disclosures

This report was prepared at the request of the Board of Trustees and is intended for use by the Board and those designated or approved by the Board. This report may be provided to parties other than the Plan only in its entirety and only with the permission of the Board.

The purpose of this report is to describe the financial effect of the proposed plan changes. This report should not be relied on for any purpose other than the purpose described above.

The calculations in this report are based upon information furnished by the Plan Administrator for the October 1, 2023 Actuarial Valuation concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the Plan Administrator.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report has been prepared using our proprietary valuation model and related software which in our professional judgement has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

Peter N. Strong and Trisha Amrose are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuaries are independent of the plan sponsor.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

We welcome your questions and comments.

Respectfully submitted,
Gabriel, Roeder, Smith & Company

Peter N. Strong, FSA, MAAA, FCA
Enrolled Actuary No. 23-6975

Trisha Amrose, MAAA, FCA
Enrolled Actuary No. 23-8010

Enclosures

This communication shall not be construed to provide tax advice, legal advice or investment advice.

CITY OF KISSIMMEE GENERAL EMPLOYEES RETIREMENT PLAN

Impact Statement – October 24, 2024

Description of Amendments

The proposed Ordinance would amend the Plan as follows:

- Provide a one-time COLA of 3% effective October 1, 2024 to City of Kissimmee retirees (including DROP participants) and beneficiaries who have been retired for at least two years as of October 1, 2024, except for former terminated vested members. The COLA does not apply to the monthly supplemental benefit. The COLA also does not apply to Toho Water Authority retirees.

Funding Implications of Amendment

An actuarial cost estimate is attached.

Certification of Administrator

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.

____

For the Board of Trustees
as Plan Administrator

SUPPLEMENTAL ACTUARIAL VALUATION REPORT

Plan

City of Kissimmee General Employees Retirement Plan

Valuation Date

October 1, 2023

Date of Report

October 24, 2024

Report Requested by

Board of Trustees

Prepared by

Gabriel, Roeder, Smith & Company

Group Valued

All active and inactive members of the Plan.

Benefit Provisions Being Considered for Change

Provide a one-time COLA of 3% effective October 1, 2024 to City of Kissimmee retirees (including DROP participants) and beneficiaries who have been retired for at least two years as of October 1, 2024, except for former terminated vested members. The COLA does not apply to the monthly supplemental benefit. The COLA also would not apply to Toho Water Authority retirees.

Actuarial Assumptions and Methods

Same as October 1, 2023 Actuarial Valuation Report, with the exception of the amortization period for City of Kissimmee employees as shown below. Some of the key assumptions/methods are:

Investment Return	6.80%
Salary increase	3.40% to 6.50% per year depending on service
Cost Method	City of Kissimmee – Individual Entry-Age Normal
	Toho Water Authority – Aggregate

Amortization Period for Change in Actuarial Accrued Liability Associated with Proposed Change

City of Kissimmee – 10 Years

Toho Water Authority – N/A

Summary of Data Used in Report

See attached page

Actuarial Impact of Proposal(s)

See attached page(s)

Other Cost Considerations

None

Special Risks Involved with the Proposal That the Plan Has Not Been Exposed to Previously

None

ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC) BOTH GROUPS COMBINED			
A. Valuation Date	October 1, 2023 *Valuation*	October 1, 2023 *3% One-Time COLA for COK Pensioners*	*Difference*
B. ARC to Be Paid During Fiscal Year Ending	9/30/2025	9/30/2025	
C. Assumed Date of Employer Contrib.	12/31/2024	12/31/2024	
D. Annual Payment to Amortize Unfunded Actuarial Liability	$ 2,165,421	$ 2,340,996	$ 175,575
E. Employer Normal Cost	3,954,921	3,954,921	0
F. ADEC if Paid on the Valuation Date: D+E	6,120,342	6,295,917	175,575
G. ADEC Adjusted for Frequency of Payments	6,221,836	6,400,322	178,486
H. Covered Payroll	24,346,698	24,346,698	0
I. ADEC as % of Covered Payroll	25.56 %	26.29 %	0.73 %
J. Assumed Rate of Increase in Covered Payroll to Contribution Year	3.75%/0.00 %	3.75%/0.00 %	0.00 %
K. Covered Payroll for Contribution Year	25,094,625	25,094,625	0
L. ADEC for Contribution Year	6,388,823	6,575,057	186,234
M. ADEC as % of Covered Payroll in Contribution Year	25.46 %	26.20 %	0.74 %

ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC) CITY EMPLOYEES			
A. Valuation Date	October 1, 2023 *Valuation*	October 1, 2023 *3% One-Time COLA for COK Pensioners*	*Difference*
B. ARC to Be Paid During Fiscal Year Ending	9/30/2025	9/30/2025	
C. Assumed Date of Employer Contrib.	12/31/2024	12/31/2024	
D. Annual Payment to Amortize Unfunded Actuarial Liability	$ 2,165,421	$ 2,340,996	$ 175,575
E. Employer Normal Cost	2,215,607	2,215,607	0
F. ADEC if Paid on the Valuation Date: D+E	4,381,028	4,556,603	175,575
G. ADEC Adjusted for Frequency of Payments	4,453,679	4,632,165	178,486
H. Covered Payroll	19,944,712	19,944,712	0
I. ADEC as % of Covered Payroll	22.33 %	23.23 %	0.90 %
J. Assumed Rate of Increase in Covered Payroll to Contribution Year	3.75 %	3.75 %	0.00 %
K. Covered Payroll for Contribution Year	20,692,639	20,692,639	0
L. ADEC for Contribution Year: I x K	4,620,666	4,806,900	186,234
M. ADEC as % of Covered Payroll in Contribution Year: L ÷ K	22.33 %	23.23 %	0.90 %

ACTUARIALLY DETERMINED EMPLOYER CONTRIBUTION (ADEC)

TOHO EMPLOYEES

A.	Valuation Date	October 1, 2023 *Valuation*	October 1, 2023 *3% One-Time COLA for COK Pensioners*	*Difference*
B.	ARC to Be Paid During Fiscal Year Ending	9/30/2025	9/30/2025	
C.	Assumed Date of Employer Contrib.	12/31/2024	12/31/2024	
D.	Annual Payment to Amortize Unfunded Actuarial Liability	$ 0	$ 0	$ 0
E.	Employer Normal Cost	1,739,314	1,739,314	0
F.	ADEC if Paid on the Valuation Date: D+E	1,739,314	1,739,314	0
G.	ADEC Adjusted for Frequency of Payments	1,768,157	1,768,157	0
H.	Covered Payroll	4,401,986	4,401,986	0
I.	ADEC as % of Covered Payroll	40.17 %	40.17 %	0.00 %
J.	Assumed Rate of Increase in Covered Payroll to Contribution Year	0.00 %	0.00 %	0.00 %
K.	Covered Payroll for Contribution Year	4,401,986	4,401,986	0
L.	ADEC for Contribution Year: I x K	1,768,157	1,768,157	0
M.	ADEC as % of Covered Payroll in Contribution Year: L ÷ K	40.17 %	40.17 %	0.00 %

ACTUARIAL VALUE OF BENEFITS AND ASSETS

BOTH GROUPS COMBINED

A. Valuation Date	October 1, 2023 *Valuation*	October 1, 2023 *3% One-Time COLA for COK Pensioners*	*Difference*
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	$ 84,929,774	$ 84,929,774	$ 0
b. Vesting Benefits	6,741,402	6,741,402	0
c. Disability Benefits	2,000,978	2,000,978	0
d. Preretirement Death Benefits	1,809,474	1,809,474	0
e. Return of Member Contributions	199,507	199,507	0
f. Total	95,681,135	95,681,135	0
2. Inactive Members			
a. Service Retirees & Beneficiaries	98,338,946	99,655,412	1,316,466
b. Disability Retirees	1,296,120	1,308,938	12,818
c. Terminated Vested Members	7,728,481	7,728,481	0
d. Total	107,363,547	108,692,831	1,329,284
3. Total for All Members	**203,044,682**	**204,373,966**	**1,329,284**
C. Actuarial Accrued (Past Service) Liability (Entry Age Normal)	176,695,369	178,024,653	1,329,284
D. Actuarial Value of Accumulated Plan Benefits per FASB No. 35	N/A	N/A	N/A
E. Plan Assets			
1. Market Value	143,214,408	143,214,408	0
2. Actuarial Value	152,165,830	152,165,830	0
F. Unfunded Actuarial Accrued Liability (Entry Age Normal): C - E2	24,529,539	25,858,823	1,329,284
G. Actuarial Present Value of Projected Covered Payroll	184,571,866	184,571,866	0
H. Actuarial Present Value of Projected Member Contributions	7,019,991	7,019,991	0
I. Accumulated Contributions of Active Members	6,945,549	6,945,549	0
J. Funded Ratio: E2/C	86.1 %	85.5 %	(0.6) %

ACTUARIAL VALUE OF BENEFITS AND ASSETS

CITY EMPLOYEES

A. Valuation Date	October 1, 2023 *Valuation*	October 1, 2023 *3% One-Time COLA for COK Pensioners*	*Difference*
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	$ 61,984,371	$ 61,984,371	$ 0
b. Vesting Benefits	5,623,957	5,623,957	0
c. Disability Benefits	1,225,172	1,225,172	0
d. Preretirement Death Benefits	1,313,635	1,313,635	0
e. Return of Member Contributions	199,507	199,507	0
f. Total	70,346,642	70,346,642	0
2. Inactive Members			
a. Service Retirees & Beneficiaries	59,863,646	61,180,112	1,316,466
b. Disability Retirees	452,481	465,299	12,818
c. Terminated Vested Members	4,599,780	4,599,780	0
d. Total	64,915,907	66,245,191	1,329,284
3. Total for All Members	**135,262,549**	**136,591,833**	**1,329,284**
C. Actuarial Accrued (Past Service) Liability (Entry Age Normal)	113,634,048	114,963,332	1,329,284
D. Actuarial Value of Accumulated Plan Benefits per FASB No. 35	N/A	N/A	N/A
E. Plan Assets			
1. Market Value	92,021,181	92,021,181	0
2. Actuarial Value	97,738,257	97,738,257	0
F. Unfunded Actuarial Accrued Liability (Entry Age Normal): C - E2	15,895,791	17,225,075	1,329,284
G. Actuarial Present Value of Projected Covered Payroll	153,211,192	153,211,192	0
H. Actuarial Present Value of Projected Member Contributions	5,864,661	5,864,661	0
I. Accumulated Contributions of Active Members	4,790,138	4,790,138	0
J. Funded Ratio: E2/C	86.0 %	85.0 %	(1.0) %

ACTUARIAL VALUE OF BENEFITS AND ASSETS

TOHO EMPLOYEES

A. Valuation Date	October 1, 2023 *Valuation*	October 1, 2023 *3% One-Time COLA for COK Pensioners*	*Difference*
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	$ 22,945,403	$ 22,945,403	$ 0
b. Vesting Benefits	1,117,445	1,117,445	0
c. Disability Benefits	775,806	775,806	0
d. Preretirement Death Benefits	495,839	495,839	0
e. Return of Member Contributions	-	-	0
f. Total	25,334,493	25,334,493	0
2. Inactive Members			
a. Service Retirees & Beneficiaries	38,475,300	38,475,300	0
b. Disability Retirees	843,639	843,639	0
c. Terminated Vested Members	3,128,701	3,128,701	0
d. Total	42,447,640	42,447,640	0
3. Total for All Members	**67,782,133**	**67,782,133**	**0**
C. Actuarial Accrued (Past Service) Liability (Entry Age Normal)	63,061,321	63,061,321	0
D. Actuarial Value of Accumulated Plan Benefits per FASB No. 35	N/A	N/A	N/A
E. Plan Assets			
1. Market Value	51,193,227	51,193,227	0
2. Actuarial Value	54,427,573	54,427,573	0
F. Unfunded Actuarial Accrued Liability (Entry Age Normal): C - E2	8,633,748	8,633,748	0
G. Actuarial Present Value of Projected Covered Payroll	31,360,674	31,360,674	0
H. Actuarial Present Value of Projected Member Contributions	1,155,330	1,155,330	0
I. Accumulated Contributions of Active Members	2,155,411	2,155,411	0
J. Funded Ratio: E2/C	86.3 %	86.3 %	0.0 %

CALCULATION OF EMPLOYER NORMAL COST (ENTRY AGE NORMAL) CITY EMPLOYEES			
A. Valuation Date	October 1, 2023 *Valuation*	October 1, 2023 *3% One-Time COLA for COK Pensioners*	*Difference*
B. Normal Cost for			
1. Service Retirement Benefits	$ 2,297,393	$ 2,297,393	$ 0
2. Vesting Benefits	402,610	402,610	0
3. Disability Benefits	86,448	86,448	0
4. Preretirement Death Benefits	64,259	64,259	0
5. Return of Member Contributions	76,489	76,489	0
6. Total for Future Benefits	2,927,199	2,927,199	0
7. Assumed Amount for Administrative Expenses	46,043	46,043	0
8. Total Normal Cost	2,973,242	2,973,242	0
As % of Covered Payroll	14.91 %	14.91 %	0.00 %
C. Expected Member Contribution	757,635	757,635	0
D. Net Employer Normal Cost: B8-C	2,215,607	2,215,607	0
As % of Covered Payroll	11.11 %	11.11 %	0.00 %

CALCULATION OF EMPLOYER NORMAL COST (AGGREGATE) TOHO EMPLOYEES			
A. Valuation Date	October 1, 2023 *Valuation*	October 1, 2023 *3% One-Time COLA for COK Pensioners*	*Difference*
B. Actuarial Present Value of Projected Benefits	$ 67,782,133	$ 67,782,133	$ 0
C. Actuarial Value of Assets	54,427,573	54,427,573	0
D. Actuarial Present Value of Projected Member Contributions	1,155,330	1,155,330	0
E. Actuarial Present Value of Projected Employer Normal Costs: B-C-D	12,199,230	12,199,230	0
F. Actuarial Present Value of Projected Covered Payroll	31,360,674	31,360,674	0
G. Employer Normal Cost Rate: E/F	38.90 %	38.90 %	0.00 %
H. Covered Annual Payroll	4,401,986	4,401,986	0
I. Employer Normal Cost: G x H	1,712,373	1,712,373	0
J. Assumed Amount of Administrative Expenses	26,941	26,941	0
K. Total Employer Normal Cost: I+J	1,739,314	1,739,314	0
L. Employer Normal Cost as % of Covered Payroll	39.51 %	39.51 %	0.00 %

PARTICIPANT DATA BOTH GROUPS COMBINED			
	October 1, 2023 *Valuation*	October 1, 2023 *3% One-Time COLA for COK Pensioners*	*Difference*
ACTIVE MEMBERS			
Number	406	406	0
Covered Annual Payroll	$ 24,346,698	$ 24,346,698	$ 0
Average Annual Payroll	$ 59,967	$ 59,967	$ 0
Average Age	45.2	45.2	0.0
Average Past Service	9.8	9.8	0.0
Average Age at Hire	35.4	35.4	0.0
RETIREES, BENEFICIARIES & DROP			
Number	392	392	0
Annual Benefits	$ 9,151,013	$ 9,278,659 *	$ 127,646 *
Average Annual Benefit	$ 23,344	$ 23,670	$ 326
Average Age	68.5	68.5	0.0
DISABILITY RETIREES			
Number	6	6	0
Annual Benefits	$ 139,605	$ 140,908 *	$ 1,303 *
Average Annual Benefit	$ 23,268	$ 23,485	$ 217
Average Age	62.6	62.6	0.0
TERMINATED VESTED MEMBERS			
Number	108	108	0
Annual Benefits	$ 1,348,776	$ 1,348,776	$ 0
Average Annual Benefit	$ 12,489	$ 12,489	$ 0
Average Age	50.1	50.1	0.0

** The benefit increase for City of Kissimmee pensioners would be effective retroactively to October 1, 2024, and only for those who have been retired since October 1, 2022 or earlier. The supplemental benefit does not receive a COLA. Former terminated vested members do not receive a COLA.*

PARTICIPANT DATA CITY EMPLOYEES	October 1, 2023 *Valuation*	October 1, 2023 *3% One-Time COLA for COK Pensioners*	*Difference*
ACTIVE MEMBERS			
Number	350	350	0
Covered Annual Payroll	$ 19,944,712	$ 19,944,712	$ 0
Average Annual Payroll	$ 56,985	$ 56,985	$ 0
Average Age	44.4	44.4	0.0
Average Past Service	8.4	8.4	0.0
Average Age at Hire	36.0	36.0	0.0
RETIREES, BENEFICIARIES & DROP			
Number	277	277	0
Annual Benefits	$ 5,622,924	$ 5,750,570 *	$ 127,646 *
Average Annual Benefit	$ 20,299	$ 20,760	$ 461
Average Age	68.8	68.8	0.0
DISABILITY RETIREES			
Number	3	3	0
Annual Benefits	$ 46,122	$ 47,425 *	$ 1,303 *
Average Annual Benefit	$ 15,374	$ 15,808	$ 434
Average Age	63.5	63.5	0.0
TERMINATED VESTED MEMBERS			
Number	78	78	0
Annual Benefits	$ 812,055	$ 812,055	$ 0
Average Annual Benefit	$ 10,411	$ 10,411	$ 0
Average Age	50.2	50.2	0.0

** The benefit increase for City of Kissimmee pensioners would be effective retroactively to October 1, 2024, and only for those who have been retired since October 1, 2022 or earlier. The supplemental benefit does not receive a COLA. Former terminated vested members do not receive a COLA.*

PARTICIPANT DATA TOHO EMPLOYEES			
	October 1, 2023 *Valuation*	October 1, 2023 *3% One-Time COLA for COK Pensioners*	*Difference*
ACTIVE MEMBERS			
Number	56	56	0
Covered Annual Payroll	$ 4,401,986	$ 4,401,986	$ 0
Average Annual Payroll	$ 78,607	$ 78,607	$ 0
Average Age	50.4	50.4	0.0
Average Past Service	18.7	18.7	0.0
Average Age at Hire	31.7	31.7	0.0
RETIREES, BENEFICIARIES & DROP			
Number	115	115	0
Annual Benefits	$ 3,528,089	$ 3,528,089	$ 0
Average Annual Benefit	$ 30,679	$ 30,679	$ 0
Average Age	67.5	67.5	0.0
DISABILITY RETIREES			
Number	3	3	0
Annual Benefits	$ 93,483	$ 93,483	$ 0
Average Annual Benefit	$ 31,161	$ 31,161	$ 0
Average Age	61.7	61.7	0.0
TERMINATED VESTED MEMBERS			
Number	30	30	0
Annual Benefits	$ 536,721	$ 536,721	$ 0
Average Annual Benefit	$ 17,891	$ 17,891	$ 0
Average Age	49.8	49.8	0.0

Column

OFFICIAL AD PROOF

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

Notice ID: HuppagD6wsXVrULAHGtT | **Proof Updated: Oct. 21, 2024 at 09:09am EDT**
Notice Name: COK*PROP ORD #24-16: COLA/General Emp. Retire

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
City Clerk's Office City of Kissimmee	Osceola News-Gazette
cityclerkemail@kissimmee.gov	
(407) 518-2309	

Columns Wide: 2 **Ad Class:** Legals

10/31/2024: Legal and Public Notice Notice	64.45

Subtotal	$64.45
Tax %	0
Processing Fee	$6.45
Total	**$70.90**

See Proof on Next Page

NOTICE OF PUBLIC HEARING
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, November 5, 2024,** at **6:00 p.m.** in the City Commission Chambers at City Hall, 101 Church Street, Kissimmee, Florida, to hear the **FIRST READING** and will meet on **Tuesday, November 19, 2024,** at **6:00 p.m.** to hear the **SECOND AND FINAL READING** and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at City Hall, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE #24-16

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-89, BENEFIT AMOUNTS AND ELIGIBILITY; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

CITY COMMISSION
KISSIMMEE, FLORIDA

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

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDING SHOULD CONTACT THE OFFICE OF THE CITY CLERK 407-518-2309 AT 101 CHURCH STREET, KISSIMMEE, FL 34741, PRIOR TO THE MEETING (FS 286.26).
October 31, 2024

ITEM 7.A
Approval of City Commission Minutes from the October 15, 2024, meeting

Request

Request Commission approval of the October 15, 2024, Commission Minutes.

Explanation

Minutes of the Commission meeting held on October 15, 2024, are attached for approval.

Recommendation

Staff recommends Commission approval.

<u>REQUESTED CITY COMMISSION ACTION:</u>

Accept

Department: City Commission
Presenter:

Attachment(s):
1. (S) - CCM MIN OCT 15 2024

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, OCTOBER 15, 2024 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Castano, Angela Eady, Carlos Alvarez, III
Staff Present: City Manager Mike Steigerwald, City Attorney Olga Sanchez de Fuentes, Deputy City Manager Desiree Matthews, Deputy City Manager Austin Blake, City Clerk Tameara Crespo
Members Absent: Commissioner Janette Martinez

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 Proclamation - Orlando Health's Air Care Team 40th Anniversary

To present a proclamation to the Orlando Health's Air Care Team, including Nina Hilton-Cannon, Chief Flight Nurse & Assistant Nurse Operations Manager and Ty Campbell, Clinical Assistant Nurse Manager, in celebration of their 40th Anniversary.

City Manager Steigerwald read a proclamation in honor of Orlando Health Air Care Team's 40th Anniversary, as the Mayor and Commissioners presented the proclamation to the recipients.

3.B Proclamation - Florida City Government Week

To present a Proclamation to the City Commission and City Staff in honor of Florida City Government Week.

City Manager Steigerwald read a proclamation in honor of Florida City Government Week as the Mayor and Commissioners accepted the proclamation.

3.C Swearing in Ceremony for New Police Officers

Swearing in and administering of oath for four new Police Officers.

Deputy Police Chief Munoz administered the Oath of Office to Francisco Lopez, Jomar Lopez Figueroa, Michael Manza and Sasha Sicard.

3.D Swearing in Ceremony for New Firefighters

Staff requests that our two (2) new employees be sworn in as City of Kissimmee firefighters.

Fire Chief Walls administered the Oath of Office to Mitchell Soberon and Virginia Lewis.

3.E Swearing in Ceremony for newly promoted Fire Department Battalion Chiefs, Lieutenants, and Engineers

Staff requests that our newly promoted employees be sworn into their newly appointed position.

Fire Chief Walls administered the Oath of Office to Battalion Chiefs' Stephen Gonnella and Ryan Appleman, Lieutenants' Michael Taylor and Logan Broberg, and Engineers' Steven Cole and Victor Garza.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second & Final Reading - Proposed Ordinance #24-14 - Amending Land Development Code, Creating a Processing Fee

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA PART II CODE OF GENERAL ORDINANCES, CHAPTER 9 BUILDINGS AND BUILDING REGULATIONS,ARTICLE II ADMINISTRATION; AMENDING DIVISION 5 SECTION 9-126 BUILDING PERMITS; DIVISION 6 SECTION 9-146 MECHANICAL PERMITS; DIVISION 7 SECTION 9-173 PLUMBING PERMITS; DIVISION 8 SECTION 9-193 ELECTRICAL PERMITS; AND PART III LAND DEVELOPMENT CODE CHAPTER 14-3 DEVELOPMENT REVIEW BOARDS AND PROCEDURES SECTION 14-3-19 APPLICATION SUBMITTAL AND REVIEW, BY ADDING A PROCESSING FEE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Request approval to amend the Land Development Code by creating a processing fee that will be applied to all credit card and e-check transactions conducted within the Development Services Department.

City Attorney Sanchez de Fuentes read Ordinance # 3110 by title.

Assistant Development Services Director Doug Etheredge stated that the City incurred between $250-300 thousand dollars in uncovered processing fees last year at the tax payers expense. He's proposing implementation of a 3% processing fee for all credit card transactions and a $1.99 processing fee for e-checks. Customers who do not wish to pay this fee may come inside and pay by cash or check at the permit counter. A fee study has been conducted and concluded that the proposed fee is consistent with surrounding jurisdictions.

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

Commissioner Alvarez moved to adopt Ordinance # 3110. Commissioner Eady 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

5.A Public Hearing - Approval of a Pain Management License for Viva Pharmacy at 1060 North John Young Parkway.

Approval of a Pain Management License for Viva Pharmacy located at 1060 North John

Young Parkway.

Planning Manager Brenda Ryan stated that the city's current code outlines provisions and exemptions relating to issuances of pain management licenses'. Those who do not qualify for an exemption, require commission approval. After holding the public hearing, staff recommends approval subject to the conditions listed within the agenda.

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

Commissioner Eady made a motion to approve the Public Hearing and pain management license. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady
NAY: None

Motion carried 4 - 0

5.B Public Hearing - Approval of a Pain Management License for Central Avenue Pharmacy at 1211 North Central Avenue.

Approval of a Pain Management License for Central Avenue Pharmacy located at 1211 North Central Avenue.

Planning Manager Brenda Ryan stated that the city's current code outlines provisions and exemptions relating to issuances of pain management licenses'. Those who do not qualify for an exemption, require commission approval. After holding the public hearing, staff recommends approval subject to the conditions listed within the agenda.

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

Commissioner Castano made a motion to approve the Public Hearing and pain management license. Commissioner Eady seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady
NAY: None

Motion carried 4 - 0.

6. **HEAR AUDIENCE** *Anything requiring a vote will be heard at a later time.*

Dr. Troy Techau spoke in opposition to the Vector Agreement (Item 7.F.) and requested the item be removed from the consent agenda.

Darlene Ramirez Rivera, 112 Broadway, Kissimmee provided a handout to the Commission (Exhibit "A") regarding issues she's experiencing downtown with public restrooms. City Manager Steigerwald notified the Commission that if the board wishes, this can be included in next year's strategic plan and incorporated into the budget as a future project.

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

Commissioner Eady made a motion to approve the Consent Agenda minus item 7.F. Commissioner Castano seconded the motion.

Motion carried 4 - 0

7.A Approval of City Commission Minutes from the October 1, 2024 meeting

Request Commission approval of the October 1, 2024 Commission Minutes.

7.B CentralSquare Technologies annual software maintenance fee for OneSolution Public Safety Software Suite

Approval of the annual maintenance fee for OneSolution Public Safety Software suite with CentralSquare Technologies in the amount of $237,601.65.

7.C Resolution to accept grant funding from the Florida Department of Transportation

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) in the amount of $914,725.00 to Rehabilitate Taxiway Delta at Kissimmee Gateway Airport. Grant Master No. TxyD Con S.

7.D Task Order No. 5 for Professional Service Agreement with Avcon Inc

Approval of Task Order No. 5 of the professional service agreement, contract No. 20230139 between the City of Kissimmee and AVCON, Inc. that was executed on February 7, 2023, for construction engineering services for rehabilitate, mark, and light Taxiway Delta & RIMS.

7.E Advertising Funding from Experience Kissimmee for Kissimmee Gateway Airport

Request Commission approval to accept advertising funding in the amount of $30,000.00 from Experience Kissimmee for Kissimmee Gateway Airport, Grant Master No. Ad FY25.

7.F Transient Aircraft Landing Fee Process Agreement With Vector Airport Systems, LLC

Request approval of contract # 20250010 with Vector Airport Systems, LLC to identify, invoice and collect transient aircraft landing fees on behalf of the Kissimmee Gateway Airport at a cost of 15% of landing fees collected for three years.

Item was removed from consent and placed on discussion for consideration.

7.G Authorization to purchase the annual city vehicle requirements for FY2024-25

This request is for authorization to purchase the FY 2024-25 City vehicle requirements from the State Contract, Sheriff's Contract, Cooperative Purchasing Contracts or the City bid, whichever is most cost-effective, considering the requirements of the departments.

7.H Bid Award for West Oak Street at John Young Parkway Intersection Improvement Project

Approval to award the bid for the construction of the West Oak Street at John Young Parkway Intersection Improvement to Atlantic Civil (contract # 20250015), in the amount of $3,341,153.31. This project will be funded by the Florida Department of Transportation (FDOT) and the City of Kissimmee local fund, FIN 434916-1-58-01.

7.I Resolution authorizing the West Oak Street Intersection Improvements and Supplemental Agreement No. 1

Approval of the Local Agency Program (LAP) Supplemental Agreement No. 1 (Contract #20250014) with the Florida Department of Transportation (FDOT) to provide additional funding of $1,883,985 for the West Oak Street Intersection Improvements Project (FPN 434916-1-58-01), bringing the total grant funding to $3,225,923. Approval is also requested for the resolution authorizing the City Manager to execute and deliver this agreement, along with any subsequent documentation or amendments for the project.

7.J Ratification of Executive Order 2024-02 for Hurricane Milton

Commission ratification of Executive Order 2024-02 issued by the City Manager declaring a state of emergency relating to Hurricane Milton.

8. DISCUSSION ITEMS

City Manager Steigerwald initiated the discussion on item 7.F. Aviation Director Shaun Germolus addressed an email from an opposing attendee (Exhibit "B") and reiterated that the City will not impose charges for low passes of aircraft, with fines only applying to touch-and-go operations. He clarified that Vector is based in Virginia, not Germany, as previously mentioned, and noted their 99.6% collection rate. He emphasized that the third-party arrangement would relieve staff from managing collection fees internally and expressed his support for the project's efficiency.

City Manager Steigerwald also provided clarification on several points, including a 60-day termination clause in the contract and the liability shared by the City and the vendor in the event of a legal issue for either party.

Several individuals spoke in opposition of the Vector Agreement (Item 7.F.), including Ron Creel (Exhibit "C"), Dr. Troy Techau, Robert Rockmaker, Donald Frano, Randy Chive, Sam Devnari, Bob Brown, and David Go. They raised concerns about the impact the fees would have on aviation students. Many urged the commission to consider tabling the item and suggested establishing an Airport Authority or Advisory Board. Following the discussion, the commission reached a consensus to hold a public workshop on the issue.

Commissioner Castano made a motion to continue the item to a future meeting after holding an Airport Workshop. Commissioner Eady seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady
NAY: None

Motion carried 4 - 0.

8.A <u>UCF Business Incubation Program - Kissimmee Annual Presentation and Approval of the 2024-2025 Agreement</u>

Approval of Agreement #20250018 with UCF Business Incubation Program - Kissimmee for the 2024-2025 program year in the amount of $150,000.

CRA Manager Samia Singleton introduced Incubator Site Manager Esther Vargas, to provide the annual update. Ms. Vargas presented a PowerPoint attached to the agenda which reviewed support services, collaborative partnerships, and upcoming training and networking events. She appreciates the City's support and all the organizations they collaborate with to offer these services.

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

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady
NAY: None

Motion carried 4 - 0.

<u>CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD</u>

8.B Approval of Agreement with LandDesign, Inc. for Vine Street landscape design services.
Approval of an agreement with LandDesign, Inc., Contract #20250000, for Vine Street landscape design services and a budget transfer for associated costs.

CRA Manager Samia Singleton requested commission approval of the agreement for the design and landscaping of the Vine Street CRA corridor.

CRA Board Member Castano made a motion to approve. CRA Board Member Eady seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady
NAY: None

Motion carried 4 - 0

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.C Resolution to amend the Rates & Charges Policy for Kissimmee Gateway Airport
Approval to amend the Rates & Charges Policy by Resolution for Kissimmee Gateway Airport (KISM) approved on October 20, 2020.

Aviation Director Shaun Germolus returned to the podium to outline the City's recent efforts to boost revenue streams, including renewing leases that were previously below fair market value. He discussed the decline of the capital outlay reserve over time, upcoming capital improvements and their associated costs, and the future economic development of the airport. He emphasized that various aircraft are exempt from fees, as are all airport tenants. The City is dedicated to transparency and will publish an annual report detailing the collection and distribution of fees.

The following attendees spoke in opposition to item 8.C.: Ron Creel, Sam Devnari, Bob Brown, Robert Rockmaker, Dr. Troy Techau, and Joleen Chive. The comments restated their concerns with the landing fees affecting aviation students and supported the idea to establish an airport advisory board. Following the discussion, the commission reached a consensus to hold a public workshop on the issue.

Commissioner Eady made a motion to continue the item to a future meeting after holding an Airport Workshop. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady
NAY: None

Motion carried 4 - 0.

8.D Social Service and Quality of Life Competitive Funding Awards
Approval of the Social Services and Quality of Life Competitive Grant awards for FY 2024-25

City Manager Steigerwald requested the item be continued to the November 5, 2024 meeting.

Commissioner Castano made a motion to continue the item to November 5, 2024. Commissioner Eady seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady
NAY: None

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A <u>CITY MANAGER</u>
City Manager Steigerwald requested an extension of the State of Emergency for Hurricane Milton for FEMA reimbursement eligibility. The Executive Order will remain in affect for 7 additional days (Exhibit “D”).

Commissioner Castano made a motion to extend and ratify Executive Order #2024-03 for Hurricane Milton. Commissioner Alvarez seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady
NAY: None

Motion carried 4 - 0.

City Manager Steigerwald stated that a significant amount of debris needs to be collected since Hurricane Milton. At present, the contractual rates for our two debris management and disaster recovery services do not meet the minimum standards established by the Florida Department of Transportation. He is seeking approval to adjust the rates in the agreements (Exhibit “E”).

Commissioner Eady made a motion to amend the rates within the Crowder Gulf and Southern Disaster agreements to match the Florida Department of Transportation requirements and authorize the City Manager to execute any necessary documents to finalize the changes. Commissioner Castano seconded the motion.

AYE: Mayor-Commissioner Gonzalez, Commissioner Alvarez, Commissioner Castano, Commissioner Eady
NAY: None

Motion carried 4 - 0.

City Manager Steigerwald reminded the audience and Commissioners of upcoming events: The Domestic Violence Walk and Vigil at October 24th at the Lakefront, and the Kissimmee Fire Department Open House at Station #11 on October 26th.

9.B <u>CITY ATTORNEY</u>

9.C <u>CITY COMMISSION</u>
Commissioner Eady and Alvarez thanked the various city officials and departments for their efforts in preparing for the hurricane. The Commissioners and the City Manager discussed future sand bag operations and areas of improvements during the next event, including collaboration with the County Officials.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 8:31 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"

Darlene Ramirez Rivera
Casa del Artesano Fine Arts
and Educational Consulting, Inc
112 Broadway
Kissimmee Fl 34741
(407)910-4275/ (407)489-1813
casadelartesanopr@gmail.com

October 15, 2024

Honorable Olga González
Mayor
City Hall of Kissimmee
101 Church St.
Kissimmee, FL 34741

Dear Olga Gonzalez,

I am writing to you as the owner of Casa del Artesano Fine Arts and Educational Consulting located at 112 Broadway Kissimmee FL, to bring attention to a situation that is affecting both businesses and the residents and visitors of our beloved city of Kissimmee.

In recent years, we have witnessed a notable increase in the number of people visiting our commercial and tourist areas, which is a positive sign of growth. However, this influx of visitors has also brought certain challenges, chief among them the insufficient availability of public restrooms in high-traffic areas.

Unfortunately, the lack of adequate facilities has led many individuals to use the restrooms of local businesses without making purchases, placing an added strain on our resources and creating an uncomfortable experience for both owners and visitors. Additionally, we

Distribution:

Olga Castaño Vice- Mayor

Angela Eady- Mayor Pro-Tem

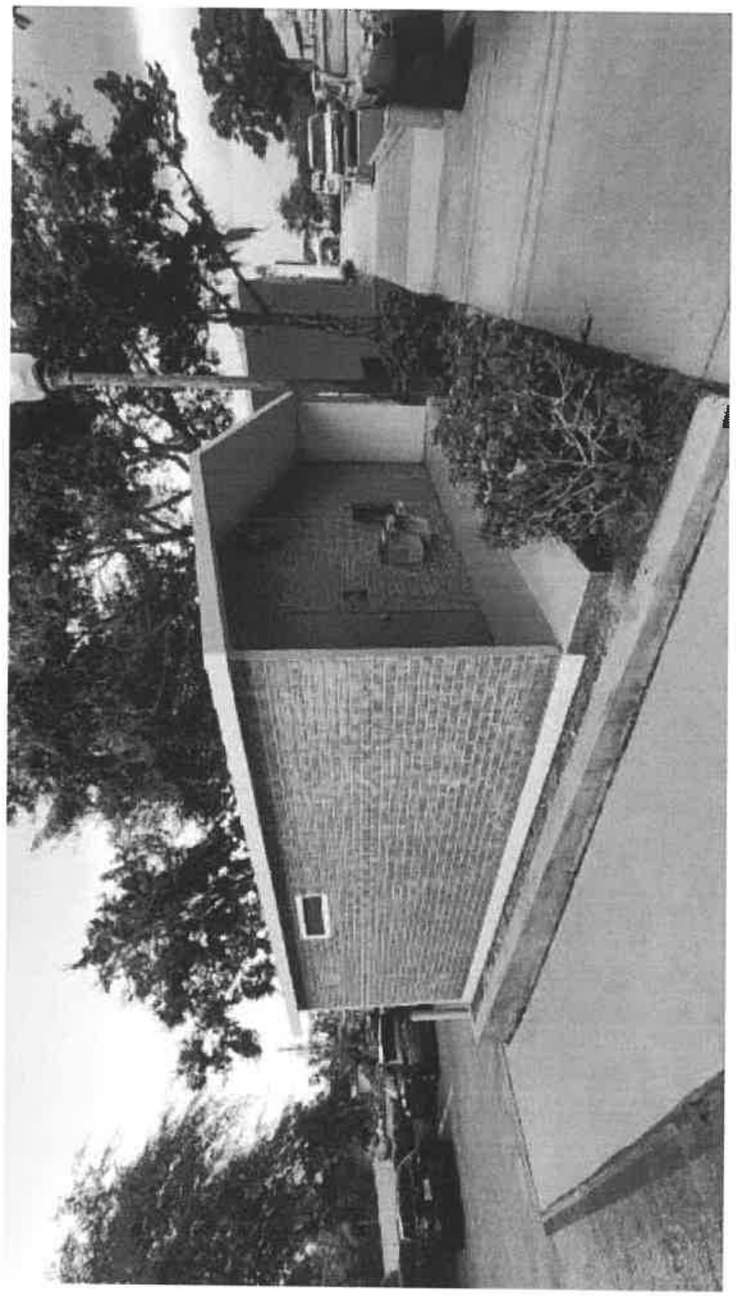
Carlos Alvarez III- Commissioner

Janette Martinez- Commissioner

Mike Steigerwald- City Manager

Desiree Matthews- Deputy City Manager

Austin Blake- Deputy City Manager



Congressional Record

United States of America

PROCEEDINGS AND DEBATES OF THE 118th CONGRESS, SECOND SESSION

House of Representatives

HONORING DARLENE RAMÍREZ-RIVERA AS A DISTINGUISHED LEADER IN CENTRAL FLORIDA FOR HISPANIC HERITAGE MONTH

HON. DARREN SOTO
OF FLORIDA
IN THE HOUSE OF REPRESENTATIVES
Tuesday, October 1, 2024

Darlene Ramírez-Rivera holds a bachelor's degree in natural sciences from the University of Puerto Rico, with a major in chemistry and biology. She is also a pianist and flutist, having graduated from the Escuela Libre de Música in Puerto Rico.

Her background as a chemistry and biology teacher demonstrates her commitment to scientific education. Darlene is the founder of Casa del Artesano Fine Arts and Educational Consulting, a nonprofit organization established in 2018 to support Puerto Rican artisans who arrived after Hurricane Maria. Together with her husband, Igor Báez-Muñoz, she is now expanding Casa del Artesano with Pa'l Callejón, the first center in the Kissimmee region that combines an art gallery with a cultural restaurant.

In 2004, she became the leader of the bobbin lace group "Mundillo en Orlando" and organized the first Bobbin Lace "Mundillo" Festival in Downtown Kissimmee. Darlene and her daughter, Vanahi, also founded a group of young "Mundillo" spidering lacers. Certified as an artisan by the Puerto Rican Industrial Development Company's Artisan Development Program in 2007, she has been instrumental in promoting Puerto Rican craftsmanship. In 2010, she received a proclamation for Bobbin Lace "Mundillo" Festival Day from Orange County Mayor, Richard T. Crotty, celebrated on April 11.

Her accolades include the "Women Who Make a Difference" award from La Prensa in 2010 and the "Florida Folklife Program Bobbin Lace Mundillo Master Award" in 2018. She was named Artisan of the Year by the Asociacion de Artesanos y Artistas PR de Florida in 2019 and received the Eugenio María de Hostos Award from the National Puerto Rican Association in New York in 2022.

Since 2017, Darlene has been an instructor for the GED YouthBuild program at Valencia College, where she has graduated over 300 students in Osceola.

Darren Soto

HON. DARREN SOTO
MEMBER OF CONGRESS

Exhibit "B"

Tameara Crespo

From:	Olga Sanchez de Fuentes
Sent:	Tuesday, October 15, 2024 3:26 PM
To:	Mike Steigerwald; Shaun Germolus
Cc:	Marisela Roura; Tameara Crespo
Subject:	FW: Landing Fees - Comments in Opposition
Attachments:	Statement - Troy Techau - Landing fees 10-15-2024.pdf

FYI

From: Troy Techau <troy.techau@gmail.com>
Sent: Tuesday, October 15, 2024 2:41 PM
To: Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>
Cc: Kalanit Oded <KALANIT.ODED@kissimmee.gov>; Curtis Mcgehee <CURTIS.MCGEHEE@kissimmee.gov>
Subject: Landing Fees - Comments in Opposition

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

Olga Sanches de Fuentes, Esquire

I will speak briefly tonight in opposition of the approval of Landing Fees for the Kissimmee Gateway Airport and the contract with Vector.

In addition to the points I will make below, I am very concerned that the City is considering entering the proposed agreeement with Vector Airport Systems in it's current form given that the City would be explicitly liable for defense of suits related to billing errors that would follow passage of the currently flawed *Rates & Charges Policy for Kissimmee Gateway Airport document.* ***Liability for errors in landing fees or their collection will remain the City's liability, and Vector, a foreign-owned business, has nothing to lose if any Landing Fees are contested in court.*** Here is the language in that draft agreement that retains all the burden on the City:

13. To the extent allowed by the Laws of the state of Florida, the CLIENT hereby agrees to indemnify, defend, save, and hold harmless the CONTRACTOR from all claims, demands, liabilities, and suits arising out of or due to unlawful or otherwise impermissible directives given by the CLIENT, its agents or employees to the CONTRACTOR in the performance of this AGREEMENT.

Candidly, I think this is a complex issue and the City just hasn't thought it all the way through. I believe the City is taking on an enormous amount of liability in this instance and opening the opportunity for extensive legal costs as the City defends the costs of this incompletely analyzed proposal. I've written the Mayor and City Manager - were the City to reinstate the Airport Advisory Board I'd be happy to volunteer my time and help with the tasks I've outlined below.

Warm regards,

Troy

Dr. Troy Techau, Ph.D.
1630 Marina Lake Drive
Kissimmee, FL 34744
813.766.2056

My comments are below and attached as a PDF for your convenience.

1. Legal Inadequacy / Increased City Liability

The Landing Fee schedule as proposed is legally inadequate and should not be approved as presently proposed. The City is obligated and has agreed to follow the requirements of the FAA's *Policy Regarding Airport Rates and Charges*. That policy has two key requirements that the City has yet to meet:

> 2.2 "Revenues from fees imposed for use of the airfield ("airfield revenues") may not exceed the costs to the airport proprietor of providing airfield services and airfield assets currently in aeronautical use…"
>
> 2.3 "The "rate base" is the total of all costs of providing airfield facilities and services to aeronautical users (which may include a share of public-use roadway costs allocated to the airfield in accordance with this policy) that may be recovered from aeronautical users through fees charged for providing airfield aeronautical services and facilities ("airfield fees"). *Airport proprietors must employ a reasonable, consistent, and "transparent" (i.e., clear and fully justified) method of establishing the rate base* and adjusting the rate base on a timely and predictable schedule."

The City of Kissimmee has not met these requirements as no justification method to define the costs of aircraft operations that the proposed landing fees intend to recoup has been provided at all, much less any analysis that meets the requirements for transparency as required by the FAA. The City has not provided sufficient basis for setting of the fees that relates those fees to actual operational costs, i.e. actual costs to the City on a per-operation basis, as required by Appendix 1—Information for Aeronautical User Charges Consultations of the *Policy Regarding Airport Rates and Charges*. (See below).

The City is liable for defense of legal actions by aeronautical users that protest the proposed fees. Under 49 U.S.C. 47129, aeronautical users affected by the proposed landing fees have standing to file written protests to the Secretary of the Department of Transportation of the United States, and the City will be obligated to respond and defend to such protests. This creates an increase to the City's liability that has not been accounted for or addressed in the proposals to the City Commission to date.

RECOMMENDATION: Commission reject *Item 8C Resolution to amend the Rates & Charges Policy for Kissimmee Gateway Airport* and direct the City Attorney and

Airport Manager to conduct analysis that meets the analytical requirements directed by the FAA.

2. Proposed Policy fails to define or address key protected aviation operations. The proposed Rates & Charges Policy for Kissimmee Gateway Airport fails to address low pass operations in which an aircraft maneuvers over a runway but does not touch the surface of the airport.

Low pass operations are a critical component of aviation instruction in that pilots are taught to discontinue landings in unfavorable conditions (weather, obstructions, or equipment issues) and continue flight beyond the runway. Pilots are then trained to then position aircraft for another landing attempt (go around) or travel to an alternate airport.

In the United States v. Causby (328 U.S. 256, 1946) the Supreme Court held that navigable airspace is in the public domain and not subject to 'takings' by local or state governments. Congress defined navigable airspace to include "airspace above the minimum altitudes of flight prescribed by regulations under this subpart and subpart II of this part, including airspace needed to ensure safety in the takeoff and landing of aircraft" in 49 United States Code Section 20102(a)(32).

Consequently, the City has no legal basis to charge a landing fee for aircraft that enter the traffic pattern at Kissimmee but does not touch the surface of the runway and has remained in federally controlled navigable airspace. The proposed agreement with Vector Airport Systems does not address low pass operations. Without augmentation, the technology utilized by Vector in assessing landing fees is not capable of determining whether an aircraft has remained in federally controlled navigable airspace or entered the runway environment controlled by the City unless the aircraft turns off of the runway and utilizes a taxiway. This will lead to billing errors which the City will remain liable to resolve.

Vector Airport Systems also has limited ability without technological augmentation or input from airport management to discriminate low pass operations from 'touch and go' operations in which an aircraft briefly touches the airport surface and then continues flight. Touch and go operations are a key part of training landing operations for light aircraft have inconsequential impact on the City's airport operational costs (and those costs have not been adequately analyzed or defined by the City as noted in point 1 of this statement).

RECOMMENDATIONS:

a. **The City Commission remove Item *7F Transient Aircraft Landing Fee Process Agreement With Vector Airport Systems, LLC* from the Consent Agenda, and;**
b. **Reject *Item 8C Resolution to amend the Rates & Charges Policy for Kissimmee Gateway Airport* and instruct City staff to revise the proposal to address low pass operations as**

not billable, and specifically authorize 'touch and go' operations as a means to minimize the City's liability for incorrect billing by Vector Airport Systems.

Statement
Dr. Troy Techau
1630 Marina Lake Drive, Kissimmee, FL
City Commission Meeting – October 15, 2024

1. Legal Inadequacy / Increased City Liability

The Landing Fee schedule as proposed is legally inadequate and should not be approved as presently proposed. The City is obligated and has agreed to follow the requirements of the FAA's *Policy Regarding Airport Rates and Charges.* That policy has two key requirements that the City has yet to meet:

> 2.2 "Revenues from fees imposed for use of the airfield ("airfield revenues") may not exceed the costs to the airport proprietor of providing airfield services and airfield assets currently in aeronautical use…"
>
> 2.3 "The "rate base" is the total of all costs of providing airfield facilities and services to aeronautical users (which may include a share of public-use roadway costs allocated to the airfield in accordance with this policy) that may be recovered from aeronautical users through fees charged for providing airfield aeronautical services and facilities ("airfield fees"). ***Airport proprietors must employ a reasonable, consistent, and "transparent" (i.e., clear and fully justified) method of establishing the rate base*** and adjusting the rate base on a timely and predictable schedule."

The City of Kissimmee has not met these requirements as no justification method to define the costs of aircraft operations that the proposed landing fees intend to recoup has been provided at all, much less any analysis that meets the requirements for transparency as required by the FAA. The City has not provided sufficient basis for setting of the fees that relates those fees to actual operational costs, i.e. actual costs to the City on a per-operation basis, as required by Appendix 1—Information for Aeronautical User Charges Consultations of the *Policy Regarding Airport Rates and Charges.* (See below).

The City is liable for defense of legal actions by aeronautical users that protest the proposed fees. Under 49 U.S.C. 47129, aeronautical users affected by the proposed landing fees have standing to file written protests to the Secretary of the Department of Transportation of the United States, and the City will be obligated to respond and defend to such protests. This creates an increase to the City's liability that has not been accounted for or addressed in the proposals to the City Commission to date.

RECOMMENDATION: Commission reject *Item 8C Resolution to amend the Rates & Charges Policy for Kissimmee Gateway Airport* and direct the City Attorney and Airport Manager to conduct analysis that meets the analytical requirements directed by the FAA.

2. Proposed Policy fails to define or address key protected aviation operations. The proposed Rates & Charges Policy for Kissimmee Gateway Airport fails to address low pass operations in which an aircraft maneuvers over a runway but does not touch the surface of the airport.

Low pass operations are a critical component of aviation instruction in that pilots are taught to discontinue landings in unfavorable conditions (weather, obstructions, or equipment issues) and continue flight beyond the runway. Pilots are then trained to then position aircraft for another landing attempt (go around) or travel to an alternate airport.

In the United States v. Causby (328 U.S. 256, 1946) the Supreme Court held that navigable airspace is in the public domain and not subject to 'takings' by local or state governments. Congress defined navigable airspace to include "airspace above the minimum altitudes of flight prescribed by regulations under this subpart and subpart II of this part, including airspace needed to ensure safety in the takeoff and landing of aircraft" in 49 United States Code Section 20102(a)(32).

Consequently, the City has no legal basis to charge a landing fee for aircraft that enter the traffic pattern at Kissimmee but does not touch the surface of the runway and has remained in federally controlled navigable airspace. The proposed agreement with Vector Airport Systems does not address low pass operations. Without augmentation, the technology utilized by Vector in assessing landing fees is not capable of determining whether an aircraft has remained in federally controlled navigable airspace or entered the runway environment controlled by the City unless the aircraft turns off of the runway and utilizes a taxiway.

Vector Airport Systems also has limited ability without technological augmentation or input from airport management to discriminate low pass operations from 'touch and go' operations in which an aircraft briefly touches the airport surface and then continues flight. Touch and go operations are a key part of training landing operations for light aircraft have inconsequential impact on the City's airport operational costs.

RECOMMENDATIONS:

a. **The City Commission remove Item *7F Transient Aircraft Landing Fee Process Agreement With Vector Airport Systems, LLC* from the Consent Agenda, and;**
b. **Direct the Airport Manager to revise *Item 8C Resolution to amend the Rates & Charges Policy for Kissimmee Gateway Airport* to address low pass operations and specifically authorize 'touch and go' operations as a means to minimize the City's liability for incorrect billing by Vector Airport Systems.**

Excerpt from FAA *Policy Regarding Airport Rates and Charges*: Appendix 1—Information for Aeronautical User Charges Consultations.

Appendix 1—Information for Aeronautical User Charges Consultations

The Department of Transportation ordinarily expects the following information to be available to aeronautical users in connection with consultations over changes in airport rates and charges:

1. Historic Financial Information covering two fiscal years prior to the current year including, at minimum, a profit and loss statement, balance sheet and cash flow statement for the airport implementing the charges, and any financial reports prepared by the airport proprietor to satisfy the provisions of 49 U.S.C. 47107(a)(19) and 47107(k).

2. Justification. Economic, financial and/or legal justification for changes in the charging methodology or in the level of aeronautical rates and charges at the airport. Airports should provide information on the aeronautical costs they are including in the rate base.

3. Traffic Information. Annual numbers of terminal passengers and aircraft movements for each of the two preceding years.

4. Planning and Forecasting Information.

(a) To the extent applicable to current or proposed fees, the long-term airport strategy setting out long-term financial and traffic forecasts, major capital projects and capital expenditure, and particular areas requiring strategic action. This material should include any material provided for public or government reviews of major airport developments, including analyses of demand and capacity and expenditure estimates.

(b) Accurate, complete information specific to the airport for the current and the forecast year, including the current and proposed budgets, forecasts of airport charges revenue, the projected number of landings and passengers, expected operating and capital expenditures, debt service payments, contributions to restricted funds, or other required accounts or reserves.

(c) To the extent the airport uses a residual or hybrid charging methodology, a description of key factors expected to affect commercial or other nonaeronautical revenues and operating costs in the current and following years.

Excerpt from Transient Aircraft Landing Fee Process Agreement With Vector Airport Systems, LLC

In the proposed agreement with Vector Airport Systems (Item 7f on the Consent Agenda) the City would be explicitly liable for defense of suits related to billing errors caused by the City in passing a flawed ***Rates & Charges Policy for Kissimmee Gateway Airport that does not direct Vector Airport Systems regarding low pass operations or touch and go operations.***

13. To the extent allowed by the Laws of the state of Florida, the CLIENT hereby agrees to indemnify, defend, save, and hold harmless the CONTRACTOR from all claims, demands, liabilities, and suits arising out of or due to unlawful or otherwise impermissible directives given by the CLIENT, its agents or employees to the CONTRACTOR in the performance of this AGREEMENT.

Exhibit "C"

Executive Summary – City Council Members
October 15, 2024

Agenda Items

Implementing Landing Fees
Utilizing Vector as a 3rd Party Vendor
at
Kissimmee Gateway Airport

Discuss & Define:
General Aviation - for a better understanding for all non-aviation experts.
Landing Fee Calculations – what are the REAL computations and impacts?
Reliever Airports - let's not compare a canoe to the Titanic!

Analysis of Current Known Landing Fees

Let's look at Vector!

Recommendations
- **Possible Airport Advisory Committee**

Ron Creel
407-908-5189
Ron41w@gmail.com

Implementing Landing Fees
Utilizing Vector as a 3rd Party Vendor
at
Kissimmee Gateway Airport

Definitions: From the Sept meeting, it seems there may be some misunderstandings about some of the terms used in our discussions. Let me try to clear up some verbiage used in our ongoing discussions.

General Aviation (GA) is defined as "all civil aviation OPERATIONS other than scheduled air services (Airlines) and nonscheduled air transport operations for remuneration or hire.(Charter Flights) " Military and airline operations do not fall under the umbrella of GA, a wide variety of other types of aerial work—such as flight training, firefighting, banner towing, pipeline patrols, and medevac operations are GA. (Source ICAO and AOPA)

General Aviation is based on **TYPES of flying Operations by the Air Regulations,** (Part 91, Part 135, Part 121, etc.) NOT TYPE of aircraft.

Landing Fees are almost always based on TYPE of aircraft and/or Weight of said aircraft.

GA airplanes can range from an experimental type aircraft weighing 1,100 pounds, up to a Global 7500 corporate jet weighing 106,250 pounds. At $3/1000 pounds of weight, these 2 different aircraft would pay $3.30 and $318.75 respectively per landing. One may do several landings at KISM, the other probably will not do more than one landing.

This is my canoe vs Titanic comparison! All GA aircraft are not the same. Just as all boats are not the same!

There are 4 categories of airports as classified by the FAA. Let's confine our discussion to Kissimmee Gateway airport, which is one of 17 "reliever airports" in Florida.

A Reliever Airport is an airport designated to relieve congestion at a commercial service airport and to provide "*MORE GENERAL AVIATION ACCESS TO THE OVERALL COMMUNITY.*" (Source FAA.gov)

NONE of the other 16 reliver airports in the entire State of Florida charge landing fees to GA aircraft under 6,000 gross weight.

On a NATIONAL BASIS, if you search the FAA Airport Data and Information Portal with criteria of: Airport, Public Use/Public Owned, with a control tower and runway length greater that 5,000'; then sort by RELIEVER AIRPORTS, you will see that query nets 85 airports, including KISM. **Of the 85 airports, only 6 airports (7%) charge** landing fees for light general aviation piston aircraft:

ID	NAME	LANDING FEE REMARKS
KISM	**Kissimmee Gateway**	**Transient landing fee proposed at $3/1000 lbs, exempting one landing per day for aircraft under 5,000 lbs.**
FMY	PAGE FLD, FL	Transient landing fee for commercial operators only, flight instruction capped at $50. Fee is $5 for piston, $10 for turbine, $8 for helicopter. Part of Lee County system of airports.
OQU	QUONSET STATE, RI	Transient landing fee for commercial operations and non-RI registered aircraft.
SCH	SCHENECTADY COUNTY, NY	Transient landing fee of $5 Single Engine piston, $9+ Multi Engine piston.
PNE	NORTHEAST PHILADELPHIA, PA	Transient and commercial *based* aircraft: $5 Under 5,000 lbs, $10 5K-10K lbs, to max of $95. Part of the Philadelphia system of airports.
MMU	MORRISTOWN MUNI, NJ	Transient landing fee of $12 Single engine piston and increases w/ weight. Reliever for NYC Area hub airports.
TOA	ZAMPERINI FLD Torrance, CA	For transient and based aircraft $3/1000 lbs, public and medical exempted or private heli-pad.

The airports identified in your proposal are better described as commercial airports, or airports with commercial services, of which KISM is not.

It appears the proposed landing fee rate would be based on the airport's own perception of its aircraft operations and not on past precedent or on the examples of other similar airports.

Now let's look at Vector!

Of the 9 Testimonials on their website, only 1 is about a "reliever airport."

Testimonials from Vector-USA.com Website
&
The FACTS!

Mark Duebner
Director of Aviation
Dallas Love Field Airport (DAL)

"Outsourcing Love Field's aircraft fee billing process to Vector allows the airport staff to focus more on our mission of keeping the airport safe and operating smoothly. Vector's PlanePass service more than pays for itself in increased revenue and cost savings at the airport."

FACTS: This airport is a comparable to Orlando International – MCO Classified as a Primary - Large Hub airport. Landing Fee is $6.55 or $4/1000 lbs. depending on type of operations.

Jim Brundige
Airport Manager
East Hampton Airport (HTO)

"The Vector landing fee collection system, is completely automated, saving labor and freeing Airport staff to work on other tasks. Because the system captures operations 24/7, revenues have increased significantly. It is a pleasure working with the Vector staff. They are extremely cooperative and responsive to our requests for information and reports. Vector is more than just an outside contractor, they are part of our Airport team."

FACTS: Now PRIVATE Airport (KJPX) Landing fees: $20. <4,500 lbs to $700. >50,000 lbs.

Mike Cooke
Aviation & Community Services Manager
Truckee Tahoe Airport District (TRK)

"Vector's VNOMS solution is exactly what we needed to marry together our many disparate data sources. They took a complicated table of information streams and turned it into a user-friendly, precision tool which saves our organization time and money. The installation was a breeze and the Vector team makes sure the system meets and often exceeds expectation."

FACTS: GA Airport_Mr. Mike Cooke is the I.T. Manager. Robb Etnyre, Airport General Manager, NO Landing Fees for aircraft under 5,500 lbs. Overnight tie-down - $20.

__George M. Stokus, A.A.E.__
Airport Manager
Martin County Airport/Witham Field (SUA)

"Vector has enabled my staff and me to identify aircraft operating at SUA in ways not possible with other systems. Their integrated aircraft ID technology, and easy-to-use internet-based software, has allowed us to better understand aircraft operations on the airport and over the surrounding communities."

FACTS: GA Airport Andres McBean is the Airport Manager. (FDOT) Witham Field does NOT have LANDING FEES.

__Jon Stout__
Airport Manager
Sonoma County Airport (STS)

"In the last 10 months, Vector has enabled us to collect up to twice as much landing fee revenue compared to the same time period last year. Vector has nearly eliminated the staff hours that used to be required. The identification and operations data provided through the web-based Airport Portal gives us a clear picture of our operations."

FACTS: Primary – Non-Hub airport Sonoma County Airport charges $1.52/1000 for aircraft >12,500 lbs., for NON-BASSED aircraft. Has been same rate since May 2020.

__R.W. "Bud" Breault, Jr.__
Airport Manager
Hyannis Municipal Airport (HYA)

"Since installing the Vector System in July 2015, my team has been very pleased with their system and service. Landing fee revenue increased in the first year and I no longer have the feeling I am missing revenue. Since PlanePass is completely automated and Vector staff handles all the support, my staff has been freed up to focus on other tasks."

FACTS: Primary – Non-Hub airport This airport is known as Cape Cod Gateway Airport. Landing Fee is $2.35/1000 lbs. > 6000 lbs. – 12,499 lbs. Increases to $3.75/1000 lbs. above 30,000 lbs. Vector uses his letter of Recommendation, dated Jun 22, 2018 to tout the July 2015 initiative. Cape Cod pays Vector 10% fee + $77,000 per year for camera maintenance. Wonder why they left that out of the testimonial?

Chris Padilla

Airport Controller
Aspen-Pitkin County Airport (ASE)

"Vector's system has made the billing and collections process very streamlined and much more transparent. The ability to track our landing fee revenues along with detailed breakdowns of monthly reports have greatly improved our metrics reporting. Vector's full-service billing and collection group has been responsive, courteous, and an asset to our revenue collection. The Airport Portal also gives us better understanding of our airport traffic."

FACTS: Primary – Non-Hub airport Landing Fee – all non-based GA, $9.18/1000 lbs. Increased $.85 in 2024. This is rich, snow-country resort area.

Mark Gibbs

Director of Aviation
SBD International Airport (SBD)

"Vector made the entire landing fee billing and collection process simple, reliable, and efficient, freeing up airport staff to focus on other duties at the airports. The reports we receive are thorough and detailed, showing all payments received through Vector and ensuring nothing goes missing. We are very pleased with the service and professionalism of the Vector staff and look forward to our continued partnership."

FACTS: Reliver Airport :San Bernardino International Airport has a landing fee of $1.00/1000 for all aircraft >12,499 lbs.

Paul Mehrlich

Executive Director of Aviation
Texarkana Regional Airport (TXK)

"Finding a cost effective way of processing billing and collecting landing fees, especially during this current pandemic when revenue was expected to be down and we were short on staff, was crucial to our operation. Having come from an airport that used Vector's system, I had seen firsthand how PlanePass was able to automate the entire billing process; I knew right away it would be a great fit for what Texarkana Regional Airport wanted to accomplish and allowed me, and my staff, to focus on other needs at the airport, while bringing in much needed additional revenue."

<u>FACTS: Primary – Non-Hub airport Landing Fee $2.00/1000 lbs. – non-tenant aircraft with gross weight > 7,999 lb</u>

Recommendations:

1. Rescind the ordinance allowing KISM to charge landing fees.

2. In the alternative, follow the path of almost all other FLORIDA and NATIONWIDE RELIEVER Airports, by exempting all tenant based aircraft and charge a minimal fee for transient aircraft > 6000 lbs.

3. Take more time to research the transparency and honesty of the company you are currently suggesting.

4. Ask yourselves, "Why does KISM need to implement landing fees when 79 out of 85, again 79 out of 85 similar airports, have found other ways to meet their financial needs and do NOT charge light GA Aircraft???

5. I would ask you to consider re-implementing the "Airport Advisory Committee" to work with the Airport Manager and Council to get additional input on this and other issues so we can become number 80 out of 85 airports to NOT charge landing fees for light GA Aircraft!!

   I will be first to volunteer, should the council create such a committee.

Thank you for your time,

Ron Creel
407-908-5189
Ron41w@gmail.com

EXECUTIVE ORDER 2024-03
CITY OF KISSIMMEE, FLORIDA
EXTENDING THE LOCAL STATE OF EMERGENCY DECLARATION RELATING TO MILTON

WHEREAS, Governor DeSantis issued Executive Orders 24-214, declaring a state of emergency in the State of Florida, due to dangers presented by Hurricane Milton, which made landfall near Tampa on Wednesday, October 9, 2024, and traversed the central corridor of Florida, including Osceola County; and

WHEREAS, On October 7, 2024, the City Manager, through Executive Order 2024-02, declared a local state of emergency in anticipation of Hurricane Milton; and

WHEREAS, the City continues local response and recovery efforts for emergency work, including debris removal from the storm, which has accumulated on City roads and right of way as citizens attempt to clear their properties, and said debris is impeding access to sidewalks and roadways, and is a nuisance and must be immediately removed for the health, safety, and welfare of the citizens.

NOW, THEREFORE, I, MIKE STEIGERWALD, as City Manager of the City of Kissimmee, Florida, by the authority vested in me by Chapter 14 of the City Code and by the Florida Emergency Management Act, as amended and all other applicable laws, promulgate this Executive Order extending the local state of emergency for an additional seven (7) days from the effective date of this extension, and do hereby direct and order as follows:

Section 1. Debris Removal.

A. Beginning immediately, City Staff shall engage the Emergency Response Recovery and Disaster Debris Monitoring Services contractors in the areas within the City of Kissimmee most affected by downed trees and debris.

B. If the contractors are not immediately available to perform the debris removal the City Public Works Department shall begin the process of debris removal due to the urgent need during this emergency. The removal of debris by the City shall be documented per standards established by the Federal Emergency Management Agency (FEMA) and the Stafford Act.

Section 2. In response to the continued recovery, the City may be required to suspend the application of specific rules, ordinances, and orders administered by the City. The City Manager or his designee may execute interlocal agreements, mutual aid agreements, or addendums to existing franchise agreements or enter into any other agreement for the benefit of the City to assist in the emergency operation as provided pursuant to City Code Chapter 14, Civil Emergencies.

CITY OF KISSIMMEE

Mike Steigerwald, City Manager

ATTEST:

City Clerk

Date: 10/15/2024

Exhibit "E"

Authorization to amend the agreement Crowder Gulf and Southern Disaster for Disaster Recovery and Debris Management

Request

Authorization to amend the Disaster Recovery and Debris Management agreement rates

Explanation

In response to Hurricane Milton, the City engaged the services of Crowder Gulf under the existing contract. Unfortunately, the widespread demands of debris removal throughout the state and Southeastern US, haulers are demanding a rate more in line with the market. Our current contract rates were established in 2020. In response, staff is requesting Commission approval to amend the rates to ensure responsiveness from haulers. This change will relieve the City debris removal team and allow City operations to return to normal daily operational functions.

Recommendation

Staff recommends Commission approval to amend the rates within the Disaster Recovery agreements with Crowder Gulf and Southern Disaster and authorize the City Manager to execute any documents necessary to finalize the changes.

Unit	Field Name and Description Attachment "A" (All Final Disposal Sites are Approved by the City Prior to Final Disposal)	Cost Per Unit	Estimated Total Units	Total Cost	
	Collect & Haul				
CY	0-15 miles: Veg from ROW to DMS	$8.54	1	$8.54	$14.98/CY
CY	15.01-30 miles: Veg from ROW to DMS	$8.60	1	$8.60	$14.98/CY
CY	30.01-60 miles: Veg from ROW to DMS	$8.65	1	$8.65	$14.98/CY
CY	Greater than 60 miles: Veg from ROW to DMS	$8.76	1	$8.76	$14.98/CY
CY	Single price - Veg from ROW to DMS	$9.08	1	$9.08	$14.98/CY
	Management and Reduction				
CY	Grinding/Chipping vegetative debris	$3.18	1	$3.18	
CY	Air curtain burning vegetative debris	$2.03	1	$2.03	
CY	Open burning vegetative debris	$1.23	1	$1.23	
CY	Compacting vegetative debris	$1.23	1	$1.23	
CY	Preparation, Management & Segregating debris at Management Site (DMS)	$1.60	1	$1.60	
	C & D Collect and Haul				
CY	0-15 Miles: C&D collect and removal	$8.54	1	$8.54	$18.00/CY
CY	15.01-30 Miles: C&D collect and removal	$9.08	1	$9.08	$18.00/CY
CY	30.01-60 Miles: C&D collect and removal	$10.15	1	$10.15	$18.00/CY
CY	Greater than 60 Miles: C&D collect and removal	$11.21	1	$11.21	$18.00/CY
	Final Disposal				
CY	0-15 Miles: DMS to final disposal site	$3.20	1	$3.20	
CY	15.01-30 Miles: DMS to final disposal site	$5.13	1	$5.13	
CY	30.01-60 Miles: DMS to final disposal site	$6.41	1	$6.41	
CY	Greater than 60 Miles: DMS to final disposal site	$8.52	1	$8.52	
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	
	Tree Operations				
Tree	6" to less than 13": Hazardous Tree	$40.59	1	$40.59	
Tree	13" to less than 25": Hazardous Tree	$80.10	1	$80.10	
Tree	25" to less than 37": Hazardous Tree	$170.88	1	$170.88	
Tree	37" to less than 48": Hazardous Tree	$234.96	1	$234.96	
Tree	48" diameter and greater: Hazardous Tree	$299.04	1	$299.04	
Hanger(s)	Hazardous limbs or hangers removal to be paid on per tree basis	$101.46	1	$101.46	
Stump	Greater than 24" to less than 49" diameter: Hazardous stump removal	$283.02	1	$283.02	
Stump	49" and greater diameter: Hazardous stump removal	$363.12	1	$363.12	
CY	Stump Fill Dirt (Fill stump holes after removal)	$14.95	1	$14.95	
	Specialty Removal				
CY	Waterway Debris Removal (Canals, Rivers, Creeks, Streams & Ditches)	$40.59	1	$40.59	
CY	Sand Collection and Screening	$12.82	1	$12.82	
Unit	Vehicle Removal	$80.10	1	$80.10	

ITEM 7.B
Memorandums of Understanding between the City of Kissimmee and Florida State Lodge Fraternal Order of Police, Inc. representing the Police Officers, Corporals, Detectives and Sergeants Contracts.

Request

Commission approval of two Memorandums of Understanding (MOU) between the City and the Fraternal Order of Police (FOP), one representing the Kissimmee Police Officers, Corporals, and Detectives bargaining unit, and the other representing the Sergeants bargaining unit.

Explanation

The City and the FOP have established a Collective Bargaining Agreement (CBA) effective from October 1, 2024, to September 30, 2027. In light of the rapidly changing market, the City believes it is in the best interest of our citizens to raise the wages of the Officers, Corporals, Detectives, and Sergeants to better attract, hire, and retain qualified individuals and to maintain the high standard of public safety the community has come to expect from the City of Kissimmee. The parties agree to the changes to the terms of Article 28: Pay Plan, as outlined in these MOUs. The new wages reflect a three-point seventy-three percent (3.73%) increase and are as follows:

Officers' starting wage would be $60,174.40 annually ($28.93 an hour)
Corporals' starting wage will be $87,027.20 annually ($41.84 an hour)
Sergeants' starting wage would be $95,929.60 annually ($46.12 an hour)

Recommendation

Approval of the Memorandums of Understanding between City and the FOP, representing the Kissimmee Police Officers, Corporals, Detectives, and the Sergeants changing the wages in Article 28: Pay Plan for both Collective Bargaining Agreements.

<u>REQUESTED CITY COMMISSION ACTION:</u>

Approve

Department: City Attorney
Presenter:

Attachment(s):
1. (S) MOU_WAGES 2024 (Sergeants)
2. (S) MOU_WAGES 2024 (Officers, Corporals, Detectives)

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF KISSIMMEE
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC
(SERGEANT'S CERTIFICATE 2011)

WHEREAS, the City of Kissimmee, Florida (City) and the Florida State Lodge Fraternal Order of Police Sergeants Unit, hereinafter FOP, entered into a Collective Bargaining Agreement (CBA) dated October 1, 2024, to September 30, 2027; and

WHEREAS, the City desires to attract, hire, and retain qualified individuals for sworn positions within the Kissimmee Police Department and has determined that due to rapidly changing local market conditions, it is in the best interest of the community to increase the Sergeant's wages to maintain the professional, high standard of public safety the community has come to expect from the City of Kissimmee; and

WHEREAS, the parties agree that it is in the best interest of the members and the community for the City to move forward and implement these wage changes immediately, which would be a mandatory subject of bargaining, rather than waiting for the next labor negotiations session in 2025; and

WHEREAS, the parties agree to the terms and conditions of the changes to Article 28, Pay Plan, as outlined in this MOU.

NOW THEREFORE, the FOP and the City of Kissimmee, mutually agree as follows:

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

2. *Compensation.* All current Unit members who remain employed as of the effective date of this MOU shall receive a 3.73% increase to their base pay.

   The new pay ranges shall be:

Rank	Minimum	Maximum
Sergeants	$95,929.60 ($46.12/hr.)	$118,601.60 ($57.02/hr.)

   A corporal who is promoted to Sergeant will start at five percent (5%) above his/her current base pay, or $95,929.60 ($46.12/hr.), whichever is higher, plus $1.00 above the base bay of any potential subordinate.

3. *Effective Date*. The parties agree that the City may implement the wage changes effective with the pay period beginning October 12, 2024.

4. *No Further Modifications*. Except to the extent expressly modified or amended by this MOU, the CBA shall remain unmodified and in full force and effect as ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto agree.

Signed this 12 day of October, 2024.

FOR THE CITY:

____

Mike Steigerwald, City Manager

FOR THE UNION:

Luis Tanzi

Luis Tanzi, for FOP Representative

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF KISSIMMEE
AND
FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC
(Police Officers, Corporals and Detectives Unit, Certificate 193767)

WHEREAS, the City of Kissimmee, Florida (City) and the Florida State Lodge Fraternal Order of Police, (Officers, Corporals and Detectives Unit), hereinafter FOP, entered into a Collective Bargaining Agreement (CBA) dated October 1, 2024, to September 30, 2027; and

WHEREAS, the City desires to attract, hire, and retain qualified individuals for sworn positions within the Kissimmee Police Department and has determined that due to rapidly changing local market conditions, it is in the best interest of the community to increase the Officer, Corporals, and Detective's wages to maintain the professional, high standard of public safety the community has come to expect from the City of Kissimmee; and

WHEREAS, the parties agree that it is in the best interest of the members and the community for the City to move forward and implement these wage changes immediately, which would be a mandatory subject of bargaining, rather than waiting for the next labor negotiations session in 2025; and

WHEREAS, the parties agree to the terms and conditions of the changes to Article 28, Pay Plan, as outlined in this MOU.

NOW THEREFORE the FOP and the City of Kissimmee mutually agree as follows:

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

2. *Compensation.* All current Unit members who remain employed as of the effective date of this MOU shall receive a 3.73% increase to their base pay.

   The new pay ranges shall be:

Rank	Minimum	Maximum
Officers	$60,174.40 ($28.93/hr.)	$87,006.40 ($41.83/hr.)
Corporals	$87,027.20 ($41.84/hr.)	$95,908.80 ($46.11/hr.)

Corporals
An officer who is promoted to corporal will start at five percent (5%) above his/her current base pay, or $87,027.20 ($41.84/hr.), whichever is higher, plus $1.00 above the base pay of any potential subordinate.

3. *Effective Date*. The parties agree that the City may implement the wage changes effective with the pay period beginning October 12, 2024.

4. *No Further Modifications*. Except to the extent expressly modified or amended by this MOU, the CBA shall remain unmodified and in full force and effect as ratified and affirmed.

IN WITNESS WHEREOF, the parties hereto agree to and

Signed this 12 day of October, 2024.

FOR THE CITY:

____

Mike Steigerwald, City Manager

FOR THE UNION:

Luis Tanzi

Luis Tanzi, for FOP Representative

ITEM 7.C
Cisco Security Enterprise Agreement

Request

Request approval of Contract #20250022 with SHI International Corp for a three-year renewal of the Cisco Security Enterprise Agreement (EA) in the amount of $246,330.66 ($82,110.22 annually) utilizing NASPO contract #AR3227 Subcontract #43220000-NASPO-19-ACS and for authorization for the City Manager to execute all documents relating to this agreement.

Explanation

The City's Security Enterprise Agreement with Cisco is due for renewal on October 25, 2024. This request is to renew the Cisco Security Enterprise Agreement for three years for a total of $246,330.66 and to utilize Software House International Corp (SHI). SHI has provided pricing utilizing a cooperative purchasing contract (NASPO contract #AR3227 Subcontract #43220000-NASPO-19-ACS) and will bill the City annually in the amount of $82,110.22. This agreement provides price protection without an increase during the three-year period. The City is also provided with a growth allowance of up to 20% of the initial license count over the three-year period.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103 505456			$ 82,110.22	$ 82,110.22

<u>Financial Summary:</u>

Annual payments of $82,110.22 will be included in the FY 2026 and 2027 budgets in the IT Software Subscriptions Operating Budget.

Recommendation

Approval of Contract #20250022 with SHI International Corp for a three-year renewal of the Cisco Security Enterprise Agreement in the amount of $246,330.66 ($82,110.22 annually) utilizing NASPO contract #AR3227 Subcontract #43220000-NASPO-19-ACS and for authorization for the City Manager to execute all documents relating to this agreement.

<u>REQUESTED CITY COMMISSION ACTION:</u>

Approve

Department: Information Technology
Presenter:

Attachment(s):

City of Kissimmee

1. Cisco Security Enterprise Agreement (S)
2. SHI Price Quote

ITEM 7.D
Vulnerability Assessment and Adaptation Plan Task

Request

Approval of Task Work Order No. 7 to Michael Baker International, Inc. contract # 20230232 for Vulnerability Assessment Grant Management Services for $339,748.

Explanation

On August 6, 2024, the City of Kissimmee accepted the Resilient Florida Program Grant award to perform a comprehensive inland vulnerability assessment, aligning with the statutory requirements. This endeavor is crucial to ensure the city's preparedness for changing climate patterns and to safeguard its population, infrastructure, and natural resources. The assessment will focus on the potential impacts of rainfall-driven flooding. The project will comprehensively analyze six critical inland basins: Shingle Creek, West City Ditch, East City Ditch, Downtown, Mill Slough, and Bass Slough. All these basins ultimately feed into Lake Tohopekaliga, a vital water body subject to a nutrient reduction plan.

Public Works and Engineering has selected Michael Baker International, Inc., under a continuing contract dated July 6, 2021 to perform the vulnerability assessment, adaptation plan, and grant management services to ensure we meet the requirements outlined in Section 380.093, Florida Statutes, and the grant agreement. The scope of work for task work order No. 7 will total $339,748.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145206-506393	CVA 24	Decrease	$340,000	$339,748

Financial Summary:

The project is fully funded under the state grant fund.

Recommendation

Approval for Task Work Order No. 7 to Michael Baker International, Inc., for Vulnerability Assessment Grant Management Services for $339,748.

REQUESTED CITY COMMISSION ACTION:

Accept

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Scope of Services
2. Task Work Order #7

Michael Baker International, Inc.
2316 Killearn Center Blvd., Suite 201-A
Tallahasse, Florida 32309
(850)701-2318

Fee Proposal for
City of Kissimmee
Vulnerability Assessment, Adaptation Plan, and
Grant Management Services

By: Whitney Gray
Resilience Program Manager

July 22, 2024

EXHIBIT A
SCOPE OF SERVICES AND FEE ESTIMATE
CITY OF KISSIMMEE, FLORIDA
COMPREHENSIVE VULNERABILITY ASSESSMENT

INTRODUCTION

The CITY of Kissimmee (CITY) requests the services of Michael Baker International, Inc. (CONSULTANT), to conduct a comprehensive vulnerability assessment (VA) and adaptation plan (AP) in fulfillment of the CITY's 2023 Resilient Florida planning grant (GRANT AGREEMENT). The VA will comply with Section 380.093, Florida Statutes (F.S.), and Chapter 62S-8, Florida Administrative Code (F.A.C.) and will leverage existing CITY data to the extent practical and develop new data as necessary. The CITY desires to comply with the statutory requirements to be eligible to apply for future Resilient Florida funding for infrastructure projects indicated by the vulnerability assessment. To that end, the vulnerability assessment will include the standard scope of work tasks as provided in FDEP's (the DEPARTMENT's) Standard Vulnerability Assessment: Scope of Work Guidance document. The AP will follow the general guidelines found in the Florida Adaptation Planning Guidebook. The CITY also requests the CONSULTANT perform grant management services during the grant period described in the grant agreement. The following tasks describe the services which the CONSULTANT will provide.

ASSUMPTIONS:

- The CITY will provide information to the CONSULTANT in a timely manner to facilitate meeting task deadlines.
- The CONSULTANT will submit all deliverables and progress reports to the DEPARTMENT on behalf of the CITY as a part of Task 13 – Grant Management.
- All draft deliverables and progress reports will be reviewed, approved, and signed (as appropriate) by the CITY before the CONSULTANT submits them to the DEPARTMENT on the CITY's behalf.
- The CONSULTANT will provide email confirmation to the CITY of the DEPARTMENT's receipt, approval, or rejection of each deliverable and progress report.

TASKS AND DELIVERABLES:

<u>Task 1: Identify Vulnerability Assessment Data Standards</u>

Description: The CONSULTANT will coordinate with the CITY to identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA.

Task 2: Kick Off Meeting

Description: The CONSULTANT will develop an overall project schedule and management plan and conduct a virtual kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables:

- **2.1:** Draft deliverable package including
  - Meeting agenda to include location, date, and time of meeting;
  - Meeting sign-in sheets or attendance records with attendee names and affiliation;
  - A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
  - Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 3: Public Outreach Meeting #1

Description: The CONSULTANT will coordinate with the CITY to conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The CONSULTANT will coordinate with the CITY to prepare all social media notifications, public notices, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables:

- **3.1:** Draft deliverable package including (as applicable)
  - Meeting agendas to include location, date, and time of meeting;
  - Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, , local government staff);
  - A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
  - A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
  - A summary report including attendee input and meeting outcomes.

Task 4: Acquire Background Data

Description: The CONSULTANT will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S., as specified in the grant agreement.

Deliverables:

- **4.1:** Draft deliverable package including
  - A technical report to outline the data compiled and findings of the gap analysis;

- A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 5: Exposure Analysis

Description: The CONSULTANT will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario, as specified in the grant agreement.

Deliverables:

- **5.1:** A draft deliverable package including
  - A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
  - GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 6: Sensitivity Analysis

Description: The CONSULTANT will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task, as specified in the grant agreement.

Deliverables:

- **6.1:** A draft deliverable package including
  - An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily required scenarios and standards; and
  - An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 7: Public Outreach Meeting #2

Description: The CONSULTANT will coordinate with the CITY to conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft VA, as specified in the grant agreement.

Deliverables:

- **7.1:** A draft deliverable package including
  - Meeting agendas to include location, date, and time of meeting;
  - Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);

- A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 8: Identify Focus Areas

Description: The CONSULTANT will coordinate with the CITY to identify focus areas following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook as specified in the grant agreement.

Deliverables:

- **8.1:** A draft deliverable package including
  - A report summarizing the areas identified as focus areas, with justification for choosing each area;
  - Tables listing each focus area with any critical assets that are contained inside the focus area;
  - Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
  - GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 9: Final Vulnerability Assessment Report, Maps, and Tables

Description: The CONSULTANT will finalize the VA report pursuant to the requirements in s. 380.093, F.S public outreach efforts, as specified in the grant agreement.

Deliverables:

- **9.1:** A draft deliverable package including
  - Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily required scenarios and standards in s. 380.093, F.S.;
  - A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
  - All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
  - A signed Vulnerability Assessment Compliance Checklist Certification.

Task 10: Public Presentation

Description: The CONSULTANT will create a presentation describing the final VA results for the CITY to give to local governing boards, technical committees, or other appropriate officers and elected officials, as specified in the grant agreement.

Deliverables:

- **10.1:** A draft deliverable package including, for each public presentation
  - Meeting agendas to include location, date, and time of meeting;
  - Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
  - A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
  - A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
  - A summary report including attendee input and meeting outcomes.

Task 11: Local Mitigation Strategy

Description: The CONSULTANT will provide materials in support of the City's efforts to align the VA with the Local Mitigation Strategy (LMS), as specified in the grant agreement.

Deliverables:

- **11.1:** Draft letter to the Department and FDEM Mitigation Bureau Planning Unit, signed by the LMSWG Chair, or Designee, to include the following: Vulnerability Assessment Report will be incorporated as a reference in updating the next iteration of the LMS Plan, i.e., utilized in the next five-year update; Vulnerability Assessment Report will be included as an appendix to the next iteration of the LMS Plan; and the entity/entities that composed the VA report will be involved with the LMSWG through any of the following: at a minimum, be added to the contact list, attend meetings, participate in the planning process of the next major update; participate in the adoption of the LMS plan; and submit projects to the LMSWG to be included on LMS Prioritized Project List.

Task 12: Adaptation Plan

Description: The CONSULTANT will coordinate with the CITY to complete an Adaptation Plan (AP) that is consistent with the Florida Adaptation Planning Guidebook, as specified in the grant agreement. Completing the AP will include 2 public meetings.

Deliverables:

- **12.1:** A draft deliverable package including
  - Draft and final meeting agendas, sign-in sheets, presentations, materials, recordings, and a summary report from each public meeting held.
  - Draft AP
  - Final AP in print-ready digital format only for submission to the Department as a grant deliverable.

Task 13: Grant Administration

Description: The CONSULTANT will perform grant administration, to include overall management of project activities, coordination of schedules, preparation and completion of project updates and reports, maintenance of project records, preparation and submission of reimbursement requests, budget modifications, and grant closeout activities.

Deliverables:

- **13.1:** Draft and final quarterly grant management reports including a summary of grant activities; and a list of any reports or documents created.

FEE AND SCHEDULE

The CONSULTANT will provide the items outlined above and required by the DEPARTMENT within the time-frames found in the GRANT AGREEMENT for the LUMP SUM FEE of $340,000. Please refer to Exhibit B for the staff hour and fee breakdown.

EXHIBIT B.

STAFF HOUR AND FEE BREAKDOWN

Kissimmee Vulnerability Assessment												
	Principal	**Sr. Project Manager**	**Senior Planner**	**Planner**	**Chief Engineer**	**Project Engineer**	**Engineer Intern**	**Clerical / Administrative**	**Total**		**Direct**	
Rate Table Rates	$287.00	$171.18	$155.65	$100.97	$268.40	$147.59	$98.39	$77.72				
Task 1 - Identify VA Data Standards												**$0**
Task 2 - Kickoff Meeting	6	16		8					30	Travel	$750	**$10,800**
Task 3 - Public Outreach Meeting #1	6	20	40	30			10	8	114	Travel / Printing	$1,500	**$23,300**
Task 4 - Acquire Background Data		4		20	10	50	100		184	Surveyor	$10,000	**$36,900**
Task 5 - Exposure Analysis		4		40	10	360	160		574			**$80,500**
Task 6 - Sensitivity Analysis	2	2		20	10	40	100		174			**$25,600**
Task 7 - Public Outreach Meeting #2	6	20	40	30			8	8	112	Travel/Printing	$2,500	**$24,300**
Task 8 - Identify Focus Areas		10		20			10		40			**$9,900**
Task 9 - Final Vulnerability Assessment Report, Maps, and Tables	2	20	10	80	4	40	10		166			**$29,100**
Task 10 - Public Presentation		8	10	20					38			**$9,200**
Task 11 - Local Mitigation Strategy	2	20		30		15	10		77			**$15,000**
Task 12 - Adaptation Plan	2	40	40	80	4	40	10	8	224	Travel/Printing	$2,500	**$59,300**
Project Totals	***44***	***274***	***155***	***453***	***63***	***565***	***463***	***124***	***2151***		***$17,250***	***$340,000***

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:7

Purchase Order#:

DATE: 10/18/2024

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to **Michael Baker International, Inc.** with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

Conduct a comprehensive vulnerability assessment (VA) and adaptation plan (AP) in fulfillment of the CITY's 2023 Resilient Florida planning grant agreement. In addition, perform grant administration, to include overall management of project activities, coordination of schedules, preparation and completion of project updates and reports, maintenance of project records, preparation and submission of reimbursement requests, budget modifications, and grant closeout activities

FORM OF COMPLETED DELIVERABLES:

Provided in City and the FDEP's Standard Vulnerability Assessment: Scope of Work Guidance document. Complete an Adaptation Plan that is consistent with the Florida Adaptation Planning Guidebook outline in the grant agreement.

BASIS OF PAYMENT: Services shall be made on the basis of **Lump Sum** method in accordance with the Scope of Services, the total not to exceed **$ 340,000.00** without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within **638** calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Vulnerability Assessment	$264,600.00
2) Adaptation Plan	$59,300.00
3) Grant Administration	$16,100.00
Total	$340,000.00
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$340,000.00
CONTRACT TOTAL DOLLARS:	$340,000.00

Accepted By: ________ (Signature)

Requested By: Nagel Altrui (Signature)

Title/Position: Paul Snead, Assoc. VP (Michael Baker)

Approved By: David James 10/28/2024
Engineer Manager (Signature)

Approved By: Ashley L Wells
Director, PW&E (Signature)

ITEM 7.E
Fire Station Alerting Purchase Agreement

Request

Enter into a purchase agreement (contract # 20250073) with US Digital Designed by Honeywell.

Explanation

Our firefighters are alerted through a Fire Station Alerting system. This system sends a signal across the radio channels that trips the alarms and lights in the station and opens the station's radio system, so the units can be notified of a new dispatch for their station. Our current system is old and in need of replacement. US Digital Designs is the gold-standard state-of-the-art system for alerting our firefighters of calls for service. The system will include replacement lights and speakers and other technologies such as elapsed time clocks, TV screens with dispatch information, and remotes to control the system in individual areas of the stations. This upgraded system will help reduce 'turnout time' (the time from notification to responding) and add additional backup routes for notification. This purchase includes an upgrade for Fire Stations #11, #13, and #14 and installation at the new Fire Station #12 on Mill Slough. The purchase is being made by piggybacking off the Lee County - Cooperative Contract #9976 - for a total of $667,006.85.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual

Financial Summary:

This purchase will be funded by the Series 2024A Bond Issue out of Fund 360.

Recommendation

Sign the Purchase Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire
Presenter:

Attachment(s):
1. (S) Fire Station Alerting Purchase Agreement

ITEM 7.F
Construction Award for the Bermuda Drainage Improvements Project

Request

Approval of Task Work Order No. 2 to American Persian Engineering & Construction, LLC (APEC) contract #20240056 for the construction of the Bermuda Estates Drainage Improvements for $508,114.20.

Explanation

Bermuda Estates residents have experienced localized flooding in their neighborhood for some time. As a result, the City hired an engineering firm from our continuing services consultants to analyze these areas and awarded the design of the Bermuda Estates subdivision to Kimley-Horn and Associates, Inc. (KHA). The design has been finalized, and staff recommends utilizing APEC for the construction under the existing Continuing Services Contract (IFB 2022-002) approved by the Commission on June 21, 2022.

Based on the drainage improvement needs identified in the design, this project will be completed in one phase. The construction cost is $508,114.20. The total project cost includes a contingency amount of $46,192.

This project is funded through the City of Kissimmee's Storm Water Improvement Program and the State Legislative Funding Request from FY 2023-24.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15145206-506393	XXXXXX	Decrease	$250,000.00	$250,000.00
40945206-506393	SW2315	Decrease	$484,175.00	$258,114.20

Financial Summary:

Adequate funds are available in the Stormwater Utilities Funds.

Recommendation

Approval of Task Work Order No. 2 to American Persian Engineering & Construction, LLC (APEC) for the construction of the Bermuda Estates Drainage Improvements for $508,114.20.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):
1. Work Order Project Proposal
2. Task Work Order No. 2

American Persian Engineering & Construction LLC
5401 S. Kirkman Rd #336, Orlando, FL 327819
(407)6197888

10/123/2024

Nagel Altrui, CFM
Floodplain Manager / Engineer II
City of Kissimmee Public Works & Engineering

APEC takes Pride in every project and milestone completed. We strive to set a standard higher than the industry and are immensely proud to practice the best methodologies for providing the most efficient project management process.

OVERVIEW

We are pleased to provide you with the below quote on the services requested on Bermuda Estates and below is information of contract.

Item #	ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT COST*	TOTAL
1	104-10-3	Sediment Barrier	LF	20	$20.00	$400.00
2	104-18	Inlet Protection System	EA	2	$200.00	$400.00
3	110-21	Tree Protection Barrier	LF	50	$250.00	$12,500.00
4	110-1-1	Clearing & Grubbing	AC	0.12	$80,000.00	$9,600.00
5	110-23	Tree Removal	EA	12	$700.00	$8,400.00
6	110-4-10	Removal of Existing Concrete	SY	10.2	$25.00	$255.00
7	120-1	Regular Excavation	CY	59	$50.00	$2,950.00
8	120-4	Subsoil Excavation	CY	261	$50.00	$13,050.00
9	120-6	Embankment	CY	261	$50.00	$13,050.00
10	425-11	Modify Existing Drainage Structure	EA	1	$3,500.00	$3,500.00
11	425-1-521	Inlets, DT BOT, Type C, <10'	EA	7	$11,000.00	$77,000.00
12	430-175-118	Pipe Culvert, Optional Material, Round, 18" S/CD	LF	507	$200.00	$101,400.00
13	430-175-124	Pipe Culvert, Optional Material, Round, 24" S/CD	LF	11	$250.00	$2,750.00
14	440-1-50	6" Underdrain, Type V	LF	471	80.00	$37,680.00
15	522-1	Concrete Sidewalks and Driveways, 4" Thick	SY	10	80.00	$800.00
16	550-10-410	Fence, Wood. 5' Standard	LF	399	55.00	$21,945.00
17	550-10-110	Fence, Type A, 5', Standard	LF	115	45.00	$5,175.00
18	550-60-111	Fence Gate, Type A, Single, 0-6 Opening	EA	9	2,200.00	$19,800.00
19	550-60-411	Fence Gate, Wood, Single, 0-6 Opening	EA	2	2,200.00	$4,400.00
20	570-1-2	Performance Turf, Sod	SY	890	12.00	$10,680.00
21	NIC	Relocation of Sheds and Removal of Wood Deck	EA	6	2,500.00	$15,000.00
22	NIC	Red Fence	LF	1200	6.00	$7,200.00
23	NIC	Temporary Fence	LF	600	10.00	$6,000.00
24	106	Curb and Gutter Removal	LF	50	50.00	$2,500.00
25	27	Roadway excavation	CY	5	30.00	$150.00
26	34	Flowable fill	CY	5	400.00	$2,000.00
27	55	Milling	SY	55	20.00	$1,100.00
28	121	Sidewalk	SY	30	100.00	$3,000.00
29	79	Type III Asphaltic Type S-1	TON	5	450.00	$2,250.00
Sub Total						**$384,935.00**
30	1	Mobilization	%	10	10%	$38,493.50
31	3	MOT	%	10	10%	$38,493.50
SubTotalTotal						**$461,922.00**
32	NIC	Contingency	%	1	10%	$46,192.20
		Grand Total				$508,114.20

Sincerely

Arman PourMirza, PMP

American Persian Engineering & Construction LLC
5401 S. Kirkman Rd #336, Orlando, FL 327819
(407)6197888

10/123/2024

CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM

Work Order #:	2
Purchase Order#:	

10/18/2024

Per the terms, conditions, and specifications of the City of Kissimmee purchasing policies and procedures, this work order is issued to **APEC, Inc.** with the following described work as agreed upon and are hereby accepted and incorporated:

DESCRIPTION OF ASSIGNMENT:

Construction Service for Bermuda Drainage Improvements Projects. Services include all labor, equipment, and materials to complete the project in accordance with the City of Kissimmee Standard.

FORM OF COMPLETED DELIVERABLES:

Complete construction of the Bermuda Drainage Improvements Projects project.

BASIS OF PAYMENT: Services shall be made on the basis of **Total Quantities** method in accordance with the Scope of Services, the total not to exceed **$508,114.20** without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within **150** calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Project No.1 Material, Labor, and Equipment (see attached price breakdown)	$384,935.00
2) Project No.1 Mobilization	$38,493.50
3) Project No.1 Maintenance of Traffic	$38,493.50
4) Project No.1 Contigency	$46,192.20
Subtotal	$508,114.20
Contract Dollars:	$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	$508,114.20
CONTRACT TOTAL DOLLARS:	$508,114.20

Accepted By: M. [signature] (Signature)

Title/Position: President

~~City~~ Engineer: Manager [signature] ~~City~~ Engineer (Signature)

Approved By: Ashley L. Wille Director, PW&E (Signature)

Requested By: Nagel Altrui (Signature)

Approved By: ______ City Manager (Signature)

Approved By: ______ Mayor (Signature)

City Commission Approval Date: ______ (If Required)

Approved as to Form and Legality: ______ City Attorney (Signature)

Public Works and Engineering
101 Church Street, Suite 301 | Kissimmee, Florida 34741 | 407.518.2170 | Fax 407.518.2165

ITEM 7.G
Grant application and acceptance of grant from Walmart's Spark Good Local Grants

Request

Approval to apply to Walmart's Spark Good Local Grant for the Shop with a Cop (Grant# Spark24SWC) program during fiscal year 2025 and acceptance of $3,000 grant in September 2024.

Explanation

This year, Walmart transitioned from making direct donations to the Good Spark Local Grant program. Each quarter, we are invited to apply online to local Walmart and Sam's stores to support the Shop with a Cop program. Awarded agencies participate by pairing uniformed police officers with underprivileged children to purchase Christmas gifts in Walmart stores each year. Annually these donations ranged from $500 - $4,000 per store. The City applied and received the first award in the amount of $3,000.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15200366-366002 15230203-505255	Spark24SWC Spark24SWC	Increase Increase	$3,000 $3,000	

Financial Summary:

These funds will be used to fund future Shop with a Cop events. The funding in Fund 015 will be used prior to these grant monies received.

Recommendation

Acceptance of grant funds in the amount of $3,000 and approval to apply quarterly through out fiscal year 2025.

REQUESTED CITY COMMISSION ACTION:

Department: Police
Presenter: Wilson Munoz

Attachment(s):
None

ITEM 7.H
Grant Acceptance for the Bermuda Estates Drainage Project

Request

Approval of the Florida Department of Environmental Protection (FDEP) Agreement No. L0058 – Kissimmee Bermuda Estates and Lyndell Neighborhood Flood Mitigation Project (contract #20250037) to accept a $250,000 funding award, and amend the budget to reflect the funding received.

Explanation

The City has completed the design to address drainage issues in Bermuda Estates, which have resulted in repeated flooding in a section of the neighborhood. The City pursued state legislative funding to fund the construction project phase. On June 19, 2024, the City of Kissimmee received a Notice to Award for $250,000, 100% state funds for the Kissimmee Bermuda Estates and Lyndell Neighborhood Flood Mitigation Project. The funds will primarily be used towards the construction phase of the Bermuda Estates Drainage Improvement project. On October 15, 2024, the City received the agreement for execution for the final acceptance of the awarded funds.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
15100334-334490 15145206-506393	XXXXXX	Increase Increase	$250,000.00 $250,000.00	

<u>Financial Summary:</u>

Amend the budget to reflect state funds.

Recommendation

Approval to accept a $250,000 funding award via FDEP Agreement No. L0058 – Kissimmee Bermuda Estates and Lyndell Neighborhood Flood Mitigation Project, and amend the budget to reflect the funding received.

<u>REQUESTED CITY COMMISSION ACTION:</u>

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. (S) FDEP Agreement No. L0058 (Kissimmee Bermuda Estates and Lyndell Neighborhood Flood Mitigation Project)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

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

1. Project Title (Project): **Kissimmee Bermuda Estates and Lyndell Neighborhood Flood Mitigation Project**

Agreement Number: **L0058**

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

Grantee Name: **City of Kissimmee**

Entity Type: **Local Government**

Grantee Address: **101 Church Street, Kissimmee, FL 34747**

FEID: **59-6000348**

(Grantee)

3. Agreement Begin Date: **Upon Execution**

Date of Expiration: **December 31, 2026**

4. Project Number:
(If different from Agreement Number)

Project Location(s): **Lat/Long: (28.3181, -81.4225)**

Project Description: **The Grantee will improve the drainage system of the Bermuda Estates and Lyndell Street neighborhoods by upgrading stormwater pipe, adding curb inlets, and installing strategically placed yard drains.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
$ 250,000.00	■ State ☐ Federal	**LP, GAA LI 1732A, FY24-25, GR**	$ **250,000.00**
	☐ State ☐ Federal		$
	☐ State ☐ Federal		$
	☐ Grantee Match		$
		Total Amount of Funding + Grantee Match, if any:	$ **250,000.00**

6. Department's Grant Manager		Grantee's Grant Manager	
Name:	**Olivia Atkins** or successor	Name:	**Nagel Altrui** or successor
Address:	**Florida Dept. of Environmental Protection**	Address:	**City of Kissimmee**
	3900 Commonwealth Blvd., MS 3602		**101 Church Street Suite 301**
	Tallahassee, FL 32399-3000		**Kissimmee, FL 34741**
Phone:	**850-245-2904**	Phone:	**407-518-2163**
Email:	**Olivia.Atkins@FloridaDEP.gov**	Email:	**nagel.altrui@kissimmee.gov**

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

- ■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ■ Attachment 2: Special Terms and Conditions
- ■ Attachment 3: Grant Work Plan
- ■ Attachment 4: Public Records Requirements
- ■ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ■ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ■ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)
☐ Exhibit I: Forced Labor Attestation Form
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Kissimmee **GRANTEE**

Grantee Name

By ______________________________ ____________________

(*Authorized Signature)* Date Signed

Mike Steigerwald, City Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By ______________________________ ____________________

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

✔ Additional signatures attached on separate page.

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

ATTACHMENT 1

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

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

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

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

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

6. Acceptance of Deliverables.

a. <u>Acceptance Process.</u> All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. <u>Rejection of Deliverables.</u> The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. <u>Withholding Payment.</u> In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. <u>Invoice reduction</u>
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. <u>Corrective Action Plan</u>. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

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

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

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

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

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

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

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

11. Retainage.

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

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

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

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

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

15. Events of Default.

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

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

16. Suspension of Work.

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

17. Force Majeure.

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

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where

there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized

Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

   i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

   ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

   iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0058

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Kissimmee Bermuda Estates and Lyndell Neighborhood Flood Mitigation Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting.
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Kissimmee Bermuda Estates and Lyndell Neighborhood Flood Mitigation Project

PROJECT LOCATION: The Project will be located in the City of Kissimmee within Osceola County; Lat/Long (28.3181, -81.4225).

PROJECT BACKGROUND: The City of Kissimmee (Grantee) is prone to flooding issues in certain areas within the Bermuda Estates and Lyndell Street neighborhoods. This project will improve the drainage system of Bermuda Estates and Lyndell Street neighborhoods to address impacts to homeowners recovering from flood damage and decrease the potential of recurring flooding.

PROJECT DESCRIPTION: The Grantee will improve the existing drainage system by upgrading approximately 450 linear feet of stormwater pipe, adding curb inlets, and installing strategically placed yard drains in the Bermuda Estates and Lyndell Street neighborhoods.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Kissimmee Bermuda Estates and Lyndell Neighborhood Flood Mitigation Project in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. For any Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$250,000	07/01/2024	06/30/2026
		Total:	$250,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of Environmental Protection at one of the following addresses:

      By Mail:
      Audit Director
      Florida Department of Environmental Protection
      Office of Inspector General, MS 40
      3900 Commonwealth Boulevard
      Tallahassee, Florida 32399-3000

      Electronically:
      FDEPSingleAudit@dep.state.fl.us

   B. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

      The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

   By Mail:
   Audit Director
   Florida Department of Environmental Protection
   Office of Inspector General, MS 40
   3900 Commonwealth Boulevard
   Tallahassee, Florida 32399-3000

   Electronically:
   FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the <u>resources</u> awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.039	Statewide Water Quality Restoration Projects – LI 1732A	$250,000	140047
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$250,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

ITEM 7.I
Projects to be Carried Forward to FY 2024-2025

Request

Approval to increase the FY 2024-2025 budget to continue funding certain projects that were approved in prior years

Explanation

Attached is a listing of projects that are being recommended for carryover to the FY2024-2025 budget. To expedite the carry forward process, staff has prepared the carry forward schedule based upon expenditures and transfers posted as of September 30, 2024. As such, staff requests Commission approval to carry forward the projects/accounts in an amount not to exceed the final adjusted balance at September 30, 2024.

After all accruals and budget transfers have been posted after the year-end, these amounts will be adjusted, if necessary. The projects/accounts that are being carried forward took longer than twelve months to complete or were delayed for some other reason. Most of these are capital projects; however, a few items are budgeted in other accounts. The carry forward of the funds in the projects and accounts listed was anticipated during preparation of the budget and will not adversely affect reserves for the current budget year.

Recommendation

Staff recommends Commission approval to carryover funds not to exceed the final adjusted balance for the projects/accounts on the attached list.

<u>REQUESTED CITY COMMISSION ACTION:</u>

Approve

Department: Finance
Presenter: Mike Steigerwald

Attachment(s):
1. CARRY FORWARDS 2024.

CITY OF KISSIMMEE
PROJECTS TO BE CARRIED FORWARD TO FY 2024-25

PROJECT	PROJECT TITLE	ACCOUNT	OBJECT	REQUESTED CARRYOVER NOT TO EXCEED
CM2311	Field Camera	00110406	506494	5,200.00
CM2402	Drone	00110406	506494	5,500.00
SSEM003A	License Plate Readers	00110703	503434	10,033.00
FA2400	Scanner	00120106	506494	5,300.00
DS2402	504 Canterbury Lane	00125106	506292	149,125.00
PD2400	Evidence Refrigerator	00130206	506494	6,000.00
PD2413	K9 Vehicles (2)	00130206	506495	13,183.70
PD2337	K9	00130206	506393	15,000.00
FD2400	Commercial Dryer	00135106	506494	7,000.00
FD2152	3/4 Ton Pick-Up Truck	00135106	506495	8,708.13
FD2402	Commercial Washer/Extractor	00135106	506494	12,200.00
FD2152	3/4 Ton Pick-Up Truck	00135106	506495	14,008.13
FD2427	Cargo Trailer	00135206	506495	7,000.00
FD2408	Ceiling Breach Machine	00135206	506494	8,000.00
FD2306	Fire Hose and Appliance	00135206	506393	11,959.06
FD2411	Commercial Washer/Extractor	00135206	506494	12,200.00
FD2419	SCBA Cascade and Fill Station	00135206	506494	40,000.00
FD2420	Rescue Strut Kit	00135206	506494	40,000.00
FD2421	Rescue Strut Kit	00135206	506494	45,000.00
FD2422	Extrication Tool System (4)	00135206	506494	45,000.00
FD2424	Rugged Portable Radio (6)	00135206	506494	48,000.00
PW2305	3/4 Ton Pick-up Truck	00145206	506495	26,613.00
PW2308	Copier	00145306	506494	5,589.00
PW2323	FLOORING FOR TRAFFIC BUILDING	00145403	504646	27,480.00
PW2309	Rectangular Rapid Flash Beacon	00145406	506494	6,500.00
PW1916	Traffic Control Pre-Emption/Opticom	00145406	506494	7,406.00
PW2024	Video Imaging Vehicle Detection Sys	00145406	506494	17,900.00
PW2017	1 1/2 Ton Pick-up Truck with Flat B	00145406	506495	18,481.00
PW2405	Variable Message Board	00145406	506494	19,500.00
PW1925	Variable Message Board	00145406	506494	19,500.00
PW2017	1 1/2 Ton Pick-up Truck with Flat B	00145406	506495	26,832.00
PW2322	OFFICE FURNITURE	00145406	506393	27,897.00
PW2222	Data Line Connection	00145406	506393	80,000.00
PW1916	Traffic Control Pre-Emption/Opticom	00145406	506494	83,129.00
PW2408	TRAFFIC BUILDING RENOVATIONS	00145406	506292	178,000.00
PR2400	Metal Cable Rail Fence	00150206	506393	8,000.00
PR2225	Pressure Washer Trailer	00150206	506494	9,654.00
PR2303	Sidewalk Replacement	00150206	506393	10,000.00
PR2308	Backstop/Fence Repair	00150206	506393	181,279.00
ST2216	Pavilion	00150406	506393	14,975.87
FORTUNE22	Fortune Road Batting Cages	00150406	506393	17,910.00
PR2412	Cremation Columbarium (2)	00150506	506393	35,770.00
PR2228	Arena Floor Protection System	00150666	506393	40,000.00
CM2408	Haven on Vine Rehabilition	03410106	506292	60,470.21
DS2206	Permitting Service Center	10140103	504347	7,390.87
DS2206	Permitting Service Center	10140103	504347	116,576.87
DS2206	Permitting Service Center	10140103	504344	122,486.25
DS2206	Permitting Service Center	10140103	504343	122,579.17
DS2311	PORTABLE RADIO (4)	10140106	506494	10,754.73
DS2206	Permitting Service Center	10140106	506292	35,146.89
DS2206	Permitting Service Center	10140106	506393	214,936.53
DS2206	Permitting Service Center	10140106	506292	1,765,861.82
GT2301	Controller w/Communication(2)	10345406	506494	8,000.00
GT2302	Traffic Counter	10345406	506494	12,000.00
GT2303	Cabinet/Controller 8 Phase	10345406	506494	15,735.00
GT2402	Data Line Connection	10345406	506494	25,000.00
GT2304	Data Line Connection	10345406	506494	25,000.00
GT2403	Cabinet/Controller 8 Phase	10345406	506494	26,000.00
GT2404	Dectection System (4)	10345406	506494	140,000.00
GT2306	Traffic Signal Detection Syst (4)	10345406	506494	140,000.00
GT2400	Armstrong at Columbia Traffic	10345406	506393	150,000.00
GT2401	Neptune Road Improvements	10345406	506393	185,000.00
GT2212	Thacker Avenue/Patrick Street Traff	10345406	506393	600,600.00
GT2309	Cargo Trailer	10345646	506494	20,000.00
GT2310	3/4 Ton Pick-up Truck	10345646	506495	40,947.00

PROJECT	PROJECT TITLE	ACCOUNT	OBJECT	REQUESTED CARRYOVER NOT TO EXCEED
GT2106	West Oak St Plans Update	10345653	504901	55,819.56
GT2106	West Oak St Plans Update	10345656	506393	9,820.84
GT2407	Street Light Infill Program	10345656	506393	10,000.00
GT2311	Neighborhood St Light Infill	10345656	506393	10,000.00
GT1904	Neptune Road Improvements - Design	10345656	506393	25,517.73
GT2109	Neighborhood Street Light Infill Pr	10345656	506393	45,955.00
GT2106	West Oak St Plans Update	10345656	506393	48,322.84
GT1904	Neptune Road Improvements - Design	10345656	506393	49,475.73
GT2208	Mann Street Design	10345656	506393	50,000.00
GT2215	Intelligent Transportation System	10345656	506393	50,000.00
GT2110	Intelligent Transportation System	10345656	506393	50,000.00
GT1907	Neptune Road Improvements - Design	10345656	506393	56,519.00
GT2312	W Oak St at John Young Pkwy	10345656	506393	68,160.00
GT2313	Harbin Parking Lot Modification	10345656	506393	87,398.00
GT2408	Mann Street Extension Project	10345656	506393	300,000.00
GT2409	W Oak St Intersection Improv	10345656	506393	400,000.00
GT2410	Connect Kissimmee Side St Imp	10345656	506393	485,571.00
PW2410	Road Resurfacing Project	10345656	506393	10,400,000.00
ST1717	KPD Training Facility	10430106	506393	15,000.00
ST2209	Fire Station 15	10435106	506292	12,500.00
ST2418	Fire Station Prototype Design	10435106	506292	26,000.00
ST2400	Fire Station - Mill Run	10435106	506292	246,580.00
ST2301	Pavilion-Pub Safety Train Ctr	10435106	506292	397,725.00
ST2421	Property Acquisition - Thacker Ave	10435106	506191	4,678,185.00
ST2402	Rescue	10435203	505255	50,000.00
ST2303	Rescue	10435206	506495	14,020.52
ST2401	Rescue Rechassis	10435206	506495	14,324.80
ST2402	Rescue	10435206	506494	41,885.71
ST2303	Rescue	10435206	506494	51,953.50
ST2021	Church Street Improvements	10445206	506393	8,807.01
ST2403	Neighborhood Improvement Prg	10445206	506393	55,174.00
ST2404	ADA Compliance Program	10445206	506393	370,000.00
ST2306	ADA Compliance Program	10445206	506393	415,027.00
ST2306	ADA Compliance Program	10445206	506393	883,086.00
ST2405	Trailer	10445306	506494	8,454.54
ST2307	1/2 Ton Pick-up Truck	10445306	506495	54,789.00
ST2407	Ball Pk/Dyer Traffic Signal	10445406	506393	10,000.00
ST2020	Signal Broadway/Main/Neptune	10445406	506393	30,000.00
ST2220	Outfit Sign Truck	10445406	506495	40,200.00
ST2308	Burner System	10445406	506494	80,000.00
ST2214	Fire Station 11 Bay LED Lights	10445606	506393	7,749.00
ST2215	RUBA PARK LATRINE REPLACEMENT	10445606	506393	14,291.00
ST2117	Berlinsky Community House	10445606	506292	15,000.00
ST2007	LED Message Board (2)	10445606	506393	15,000.00
ST2116	Central Services Bus Parking paving	10445606	506393	21,218.00
ST2007	LED Message Board (2)	10445606	506393	53,079.82
ST2117	Berlinsky Community House	10445606	506393	415,700.00
ST2117	Berlinsky Community House	10445606	506292	1,309,514.00
EECBG24	Energy Efficiency and Conservation	10450106	506393	23,670.00
ST2312	Mark E. Durbin Community Center	10450106	506292	67,964.00
ST2310	Articulating Front End Loader	10450106	506494	71,835.00
ST2014	Lancaster Ranch Park	10450106	506393	138,869.45
ST2411	Lancaster Ranch Park	10450106	506393	1,832,915.82
ST2316	Back Office Licensing	10460106	506393	7,344.41
ST2412	GIS Implementation	10460106	506393	10,000.00
ST2022	Fiber Connectivity	10460106	506393	38,737.26
ST2413	Wide Area Network	10460106	506393	39,030.22
ST2414	Back Office Licensing	10460106	506393	58,000.00
ST2015	Enterprise Resource Planning	10460106	506393	58,826.47
ST2314	GIS Implementation	10460106	506393	59,846.63
ST2415	Wide Area Network	10460106	506494	126,288.89
RI2301	SCRT Trail Construction	10550706	506393	100,000.00
RI2303	Lancaster Ranch Park	10550706	506393	128,293.67
RI2300	SCRT Land Acquisition	10550706	506191	263,059.00
RI2400	Lancaster Ranch Park	10550706	506393	465,000.00
CR2402	Legacy Project	10622206	506393	160,000.00
CR2400	Mann Street Construction	10622206	506393	200,000.00
CR2401	Connect Kissimmee Side St Imp	10622206	506393	223,698.00

PROJECT	PROJECT TITLE	ACCOUNT	OBJECT	REQUESTED CARRYOVER NOT TO EXCEED
CR2300	Toho Sq Pk Garage Enhancemts	10625506	506292	150,000.00
CR2301	Mann St Land Acquisitn&Const	10625506	506191	200,000.00
CR2302	Legacy Project	10625506	506393	1,600,000.00
CR2403	Columbia Avenue improvements	10722206	506393	100,000.00
CR2404	Beautification and Stormwater	10722206	506393	400,000.00
CR2406	Land Purchase	10725506	506191	90,000.00
CR2304	Land Acquisition - Columbia	10725506	506191	110,000.00
CR2206	Beautification and Storm Water Proj	10725506	506393	202,009.00
CR2204	PIONEER PROJECT INCENTIVE PRO	10725508	508282	300,000.00
MF1700	Emory Canal Trail	10945656	506393	5,121.00
MF1700	Emory Canal Trail	10945656	506393	14,161.00
MF2400	Hoagland Blvd:US192/Carroll	10945656	506393	500,000.00
PW1523	Carroll/Dyer	35545206	506393	33,581.00
PW1524	Carroll/Dyer	35545206	506393	38,188.00
PW1734	SCRT PH-1B South Construction Proje	35745656	506393	83,129.00
CM2322	Future Land Acquisitions	35910106	506191	173,383.01
DS2213	Beaumont Project	35925506	506393	299,999.60
SW2304	Data Collection System	40945206	506494	6,800.00
SW2307	Stage Meter (2)	40945206	506494	10,835.00
SW2403	1/2 Ton Pick-up Truck	40945206	506495	11,943.00
SW2402	Velocity Meter	40945206	506494	30,619.00
SW2314	Lyndell Drainage Improv	40945206	506393	130,671.00
SW2400	Stormwater System Improvements	40945206	506393	150,000.00
SW2118	Lyndell Drainage Improvement	40945206	506393	150,000.00
SW2028	Terra Condos Drainage	40945206	506393	150,000.00
SW2412	Mill Run Pond Outfall Improvements	40945206	506393	188,000.00
SW1827	Woodside Drainage Improvements	40945206	506393	193,101.46
SW1827	Woodside Drainage Improvements	40945206	506393	222,586.61
SW2315	Bermuda Estate Drainage Improv	40945206	506393	484,175.00
SW2312	Woodside Drainage Improv	40945206	506393	874,459.00
SW2025	Bermuda Estate Drainage	40945206	506393	1,291,536.70
SW1914	Mill Slough Restoration	40945206	506393	1,324,409.00
SW2316	Copier	40945506	506494	5,181.00
SW2318	Flail Mower (2)	40945506	506494	22,311.30
SW2319	Flooring	40945506	506393	33,900.00
SW2321	Roof	40945506	506393	41,000.00
SW2404	Slip-line Program	40945506	506393	93,263.00
SW2322	Slip-line Program	40945506	506393	100,000.00
SW2122	Slip-line Program	40945506	506393	505,496.00
SA2302	Flooring	41145716	506393	29,000.00
SA2204	Refuse Project	41145716	506494	621,203.49
AP2400	Taxiway D - Design	46170106	506393	20,943.00
AP2103	Comprehensive Airfield Security-Pha	46170106	506393	26,441.00
AP2103	Comprehensive Airfield Security-Pha	46170106	506393	37,781.00
AP2201	Airport Master Plan	46170106	506393	37,781.00
AP2305	Taxiway D Design	46170106	506393	72,390.00
CS2307	Police Department Elevator	56045606	506393	5,208.94
CS2308	Communications Elevator	56045606	506393	20,000.00
CS2413	A/C and Ventilation System	56045606	506494	22,500.00
CS2257	Police Department Standby Generator	56045606	506494	24,600.86
CS2405	Fire Station 14 Bunkroom Reno	56045606	506292	29,964.00
CS2255	Central Services Genterator	56045606	506393	37,500.00
CS2256	3/4 Ton Pick-up Truck	56045606	506495	39,800.00
CS2414	Towable Generator	56045606	506494	40,000.00
CS2314	City Hall Elevators	56045606	506393	40,000.00
CS2316	Central Svc Generator	56045606	506494	62,500.00
CS2407	HVAC System	56045606	506393	90,000.00
CS2400	Restrooms and Storage Building	56045606	506292	100,000.00
CS2408	Water Pump	56045606	506393	100,000.00
CS2409	City Hall 5th Fl Office Reno	56045606	506393	100,000.00
CS2259	City Hall Generators	56045606	506393	140,000.00
CS2260	Police Department Roof Replacement	56045606	506393	157,800.00
CS2412	AHU and Condensing Units (8)	56045606	506393	350,000.00
CS2401	Park Operations Facility Bldg	56045606	506292	451,365.00
CS2415	Chiller	56045606	506494	500,000.00
CS2417	Vehicle Lift	56045706	506494	12,000.00
	GRAND TOTAL PROJECTS			**44,335,157.62**

PROJECT	PROJECT TITLE	ACCOUNT	OBJECT	REQUESTED CARRYOVER NOT TO EXCEED
	Operating Accounts			
	Professional Services	00105103	503131	664,216.00
	Other Contract Services	00105103	503434	81,053.00
	GEO Assist	00105208	508382	21,314.00
	Other Contract Services	00110703	503434	4,200.00
	Tools & Equipment	00110703	505255	89,000.00
	Technology Equipment	00110703	505256	11,831.00
	Professional Services	00115103	503131	34,400.00
	Travel & per Diem	00115103	504041	4,200.00
	Advertising	00115103	504901	19,800.00
	Tools Equip & Furniture	00115103	505255	3,700.00
	Training	00115103	505555	101,600.00
	GEO Office Supplies	00115203	505151	11,075.00
	GEO Special Function	00115203	505261	11,172.00
	Accounting & Auditing	00120103	503232	47,000.00
	Other Contract Services	00120103	503434	236,000.00
	Training	00120103	505555	15,800.00
	Other Contract Services	00122103	503434	268,395.00
	Professional Services	00125103	503131	180,000.00
	Other Contract Services	00125103	503434	350,000.00
	Road Materials and Supplies	10345653	505353	1,399,426.77
	Professional Services	56060103	503131	18,254.62
	Tools Equip & Furniture	56715803	505255	3,100.00
	GRAND TOTAL OPERATING			**3,575,537.39**

ITEM 7.J
Second Amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency (CRA) and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

Request

Staff requests the City Commission approve the Second Amendment to the Master Development Agreement #20250070 between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

Explanation

In 2020, the City issued RFQ2020- 006 for the Beaumont Redevelopment Site, to solicit a qualified private sector master developer to spearhead the redevelopment project to include varying medium and high-density residential unit types, and mixed use and commercial buildings to compliment the nearby Medical Arts District.

In 2021, the City Commission approved the Master Development Agreement (MDA) between the City of Kissimmee, the CRA and Skyview Kissimmee Developer, LLC for the three-phase Beaumont Redevelopment Project. The purpose of the MDA was to establish the responsibilities of the parties, development schedule, applicable development regulations and standards, and to memorialize the public-private partnership created for the project, including incentives and associated obligations.

In 2022, City Commission approved Resolution 06-2022 adopting the first amendment to the MDA. As Phase 1 of the project comes to a close, the involved parties are laying the groundwork for Phase 2 of the project. Phase 2 of the project will feature a state-of-the-art medical office building encompassing 100,000 square feet and rising 4 to 5 stories. Complementing the building will be a spacious parking garage, designed to accommodate 500 vehicles, including 100 private spaces and 400 public spaces. This phase is projected to create approximately 500 jobs, with an average annual salary of $85,000, significantly contributing to the local economy. Additionally, the facility is expected to facilitate around 381,000 annual patient visits, underscoring its vital role in enhancing healthcare access and services within the community.

In accordance with the MDA, the Second Amendment provides for the following modifications to the MDA:

1. The MDA allows the parties to reorder the development sequence of the Project in response to market orientation and demand, competition, and other factors. The Parties have determined relevant factors favor development of Phase 3 before Phase 2, and favor including a parking structure in Phase 3.
2. The MDA allows for economic development incentivizes for workforce housing. In keeping with the City's purpose to incentivize the public-private partnership underlying the MDA, the City has agreed to fund costs of the parking structure in the amount of $9 million, which the City will own subject to the conditions and requirements of this Amendment.

Recommendation

Staff recommends the City Commission approve the Second Amendment to the Master Development Agreement #20250070 between the City of Kissimmee, Downtown Kissimmee Community

Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Samia Singleton

Attachment(s):

1. (S) Second Amendment Master Development Agreement_COK_DKCRA_Skyview

Prepared by and to be returned after recording to:

Jim Pratt, Esquire
Kirton McConkie
2600 W. Executive Parkway, Suite 400
Lehi, UT 84043

[The space above this line is reserved for use by the recording clerk.]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This Second Amendment to Master Development Agreement ("**Amendment**") is entered into as of ______________, 2024 (the "**Amendment Effective Date**") by **THE CITY OF KISSIMMEE**, a Florida Municipal Corporation, ("**City**") **THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a special district created pursuant to Part III, Chapter 163, Florida Statutes, ("**Agency**") and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, ("**SkyView**").

References below to the "Parties" mean all of City, Agency, and SkyView, collectively. References below to a "Party" mean any or each of City, Agency, and SkyView, as appropriate in the context.

BACKGROUND

A. City and SkyView entered into that certain Master Development Agreement dated as of December 21, 2021 (the "**Original Agreement**"). The Original Agreement was subsequently amended by a Certain First Amendment to Master Development Agreement dated October 4, 2022 (the "**First Amendment**"). The Original Agreement and First Amendment are referred to collectively in this Amendment as the "MDA."

B. The MDA details a collaboration among the Parties as authorized by City's Downtown Kissimmee Community Redevelopment Plan. Through the MDA, the Parties agree to work in collaboration to develop the Project to compliment the adjacent Medical Arts District, improve overall infrastructure, and catalyze growth on and around the Beaumont Development Parcel.

C. The Closing for Phase 1 of the Beaumont Development Parcel has occurred, and the development of Phase 1 as a multi-family community is nearing completion. Accordingly, the Parties are making plans for the Closing and development of the next phase of the Project.

D. The MDA allows the Parties to reorder the development sequence of the Project in response to market orientation and demand, competition, and other factors. The Parties have determined relevant factors favor development of Phase 3 before Phase 2, and favor including a parking structure in Phase 3.

[The space above this line is reserved for use by the recording clerk.]

E. Further, in keeping with City's purpose to incentivize the public-private partnership underlying the MDA, City has agreed to fund costs of the parking structure which structure the City will own subject to the conditions and requirements of this Amendment.

NOW, THEREFORE, in consideration of the foregoing explanation and of the mutual covenants and agreements set forth below and in the MDA, the Parties hereby modify and amend the MDA as follows:

1. **Definitions**. Capitalized terms used but not defined herein shall have the same meanings ascribed therefor in the MDA.

2. **Commencement Date**. The Commencement Date prescribed in Section 8 of the First Amendment (and in Sections 2.08 and 3.01 of the Original Agreement) is October 4, 2022, the date of the City's approval of the First Amendment.

3. **Substitution of Overall Site Plan**. The Exhibit "A" attached hereto replaces and supersedes the Exhibit B (Conceptual Plan Beaumont Redevelopment Parcel) prescribed by the MDA.

    a. References in the MDA to "Exhibit B," "conceptual plan," "overall site plan," "Conceptual Plan Beaumont Redevelopment Parcel," and other references to the plan identified as Exhibit B in the MDA shall be deemed to refer to the Exhibit "A" attached hereto.

    b. The proposed uses and designs depicted on Exhibit "A" attached hereto, including without implied limitation the widths of the right-of-ways, are consistent and comply with City's Comprehensive Plan and CRA Design and Technical Standards, and are compatible with City's adopted Form Based Code, as approved pursuant to DRC application # SP-22-001 on May 3, 2022.

4. **Development Schedule**. The Exhibit "B" attached hereto replaces and supersedes the Exhibit E (Development Schedule) prescribed by the MDA. References in the MDA to "Exhibit E," "Development Schedule," and other references to the schedule identified as Exhibit E by the MDA shall be deemed to refer to the revised schedule attached hereto as Exhibit "B".

5. **Phase 3**. Pursuant to Section 4.02 of the Original Agreement, the Parties have determined to reorder the development sequence to develop Phase 3 before development of Phase 2. Market orientation and demand, existing opportunities, competition, and other factors impel this reordering of the development sequence. The Parties agree as follows:

[The space above this line is reserved for use by the recording clerk.]

a. In Phase 3, Developer will construct both a medical office building of up to one hundred thousand (100,000) gross square feet ("**Office Building**") and a parking structure to support the Office Building containing five hundred (500) parking spaces ("**Parking Structure**") in the locations generally depicted on Exhibit "A" attached hereto.

b. Exhibit "B" attached hereto prescribes the development schedule for Phase 3 and for remaining undeveloped Phases of the Project. In keeping with City's policy to incentivize the public-private partnership underlying the MDA, City will fund nine million and no/100 dollars ($9,000,000) of the cost of the Parking Structure as reflected on attached Exhibit "C" (the "**City Garage Payment**"). References in the MDA to "Exhibit "D"' shall be deemed to refer to the revised schedule attached hereto as Exhibit "C".

c. The Parties will subject the Parking Structure to condominium ownership with Developer and its successors owning and having exclusive use of 100 first floor parking spaces. City will own the remaining parking spaces, which will be used by occupants of the Office Building (and their employees, invitees, and other visitors) and by the general public. The spaces in the Parking Structure will be counted to satisfy the parking requirements of the Office Building but will not be counted to satisfy parking requirements for any other development or property.

6. **Extension**. Section 3.02 of the MDA is amended to extend the Initial Term as applied to Phase 3 and Phase 2 as reflected on Exhibit "B" attached to this Amendment.

7. **Ratification**. City and Agency confirm the Findings of Fact set forth in the MDA also justify the modifications to the MDA made by this Amendment. The Parties hereby ratify and confirm the MDA, subject to the modifications effectuated by this Amendment. All provisions of the MDA not modified by this Amendment will remain in full force and effect and remain unchanged by the terms of this Amendment. To the extent of any inconsistency between the Amendment and the MDA, the terms and conditions of this Amendment shall control.

8. **Severability**. If any provision of this Amendment is found to be invalid or unenforceable, that provision will be severed from this Amendment and the remainder of this Amendment will continue to be binding and enforceable.

9. **Counterparts**. This Amendment may be executed in multiple counterparts. The signature of any Party to a counterpart shall be deemed to be the signature to, and may be appended to, any other counterpart. A Party shall be bound by this Amendment by executing a

counterpart hereof, then transmitting the executed counterpart to the other Parties via email in .pdf or similar format.

10. **Further Assurances**. Each Party will, without additional consideration, sign, acknowledge, and deliver any other document[s] and take any other action necessary or appropriate and reasonably requested by another Party to carry out the intent and purpose of this Amendment and the MDA.

11. **Final Approval**. This Amendment is expressly subject to, and shall not be or become effective or binding on, City or Agency until approved by City's City Commission and Agency's Board of Commissioners and is fully executed on behalf of City and Agency and any appeal period, if applicable, has expired.

12. **SkyView Authority**. The individual executing this Amendment on behalf of SkyView represents and warrants that he or she is duly authorized to execute on behalf of and bind SkyView to this Amendment.

13. **Exhibits**. The following Exhibits referenced above are attached to, incorporated in, and form a material part of this Amendment:

    a. Exhibit "A" (the Overall Site Plan).
    b. Exhibit "B" (Revised Development Schedule).
    c. Exhibit "C" (Revised Responsibilities for Ancillary Public Improvements).

[The Parties have signed on the following pages.]

[The space above this line is reserved for use by the recording clerk.]

[signature page for Second Amendment to Master Development Agreement]

ATTEST:

By: ______________________________
City Clerk

Print name: ______________________

CITY OF KISSIMMEE

By: ______________________________
Print name:

As its: __________________________

ATTEST:

By: ______________________________
City Clerk

Print name: ______________________

DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY

By: ______________________________
Print name:

As its: __________________________

[The space above this line is reserved for use by the recording clerk.]

[signature page for Second Amendment to Master Development Agreement]

WITNESSES SIGNATURES:

Signature: ____________________
Print name: STEVE STONE

Address: 366 N BEAUMONT AVE
KISSIMMEE, FL 34741

Signature: ____________________
Print name: DAVID HARMON

Address: 366 N BEAUMONT AVE
KISSIMMEE, FLORIDA 34741

SKYVIEW KISSIMMEE DEVELOPER LLC

By: ____________________
Print name: Stephen Liberty
As its: Authorized Person

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☑ physical presence or ☐ online notarization on OCTOBER 29TH, 2024, by STEPHEN LIBERTY, as AUTHORIZED PERSON of **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, on behalf of the company. He/She ☑ is personally known to me or ☐ has produced ____________________, as identification.

____
SIGNATURE OF NOTARY
MERRA EMMONS
PRINT NAME OF NOTARY

(SEAL)

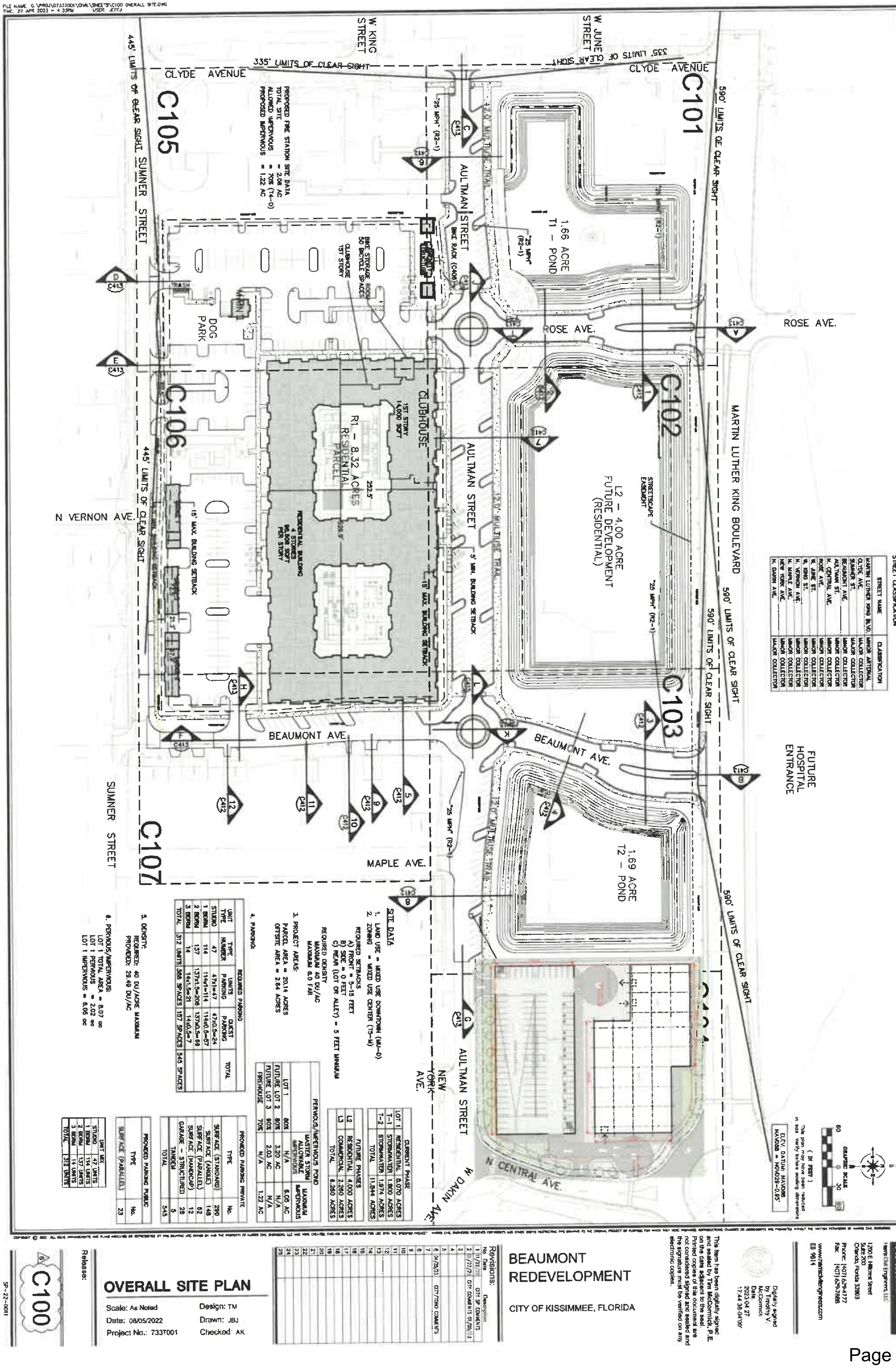
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: 03/04/2025

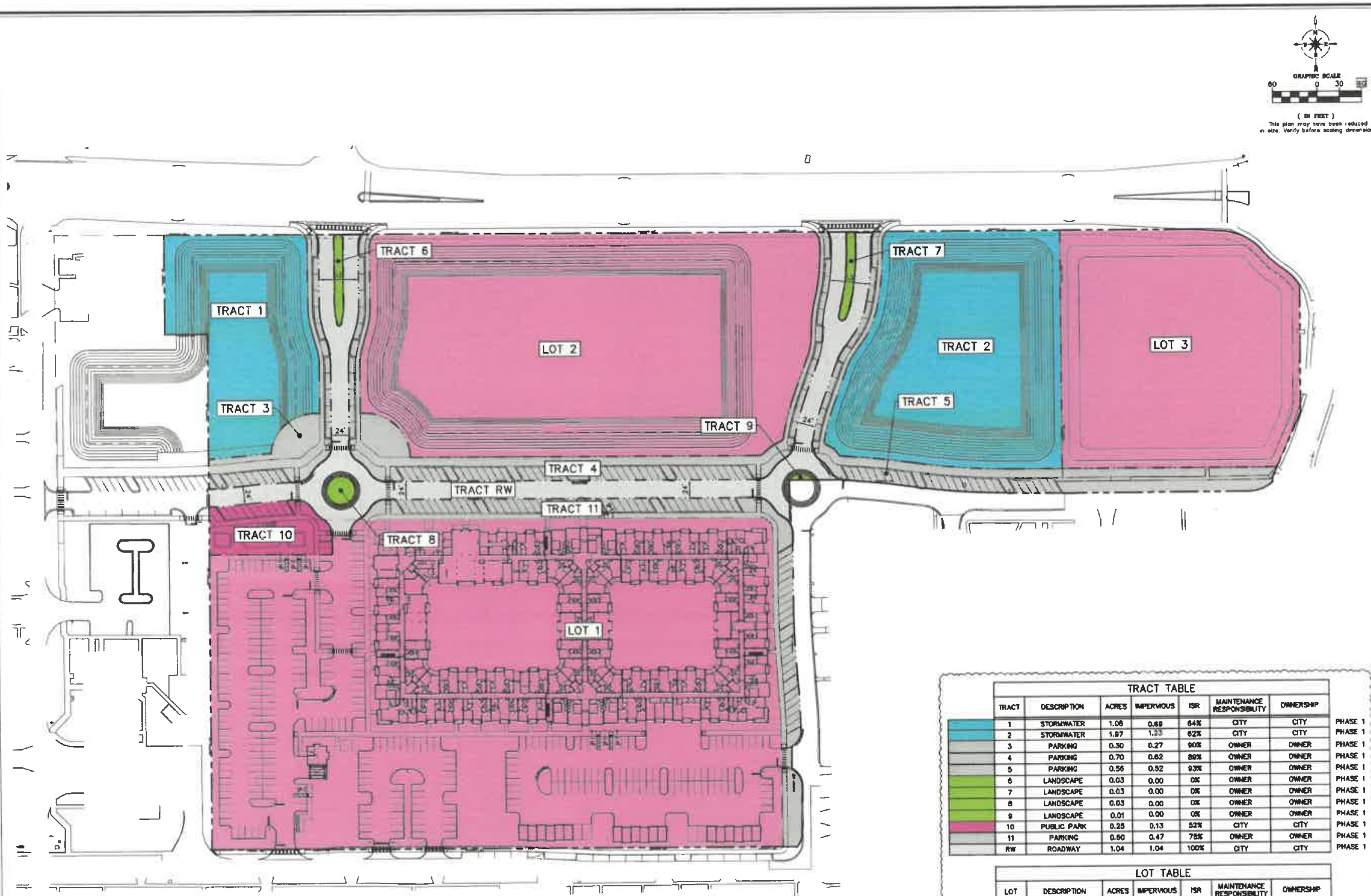
Notary Public State of Florida
Merra Emmons
My Commission HH 100922
Expires 03/04/2025

[The space above this line is reserved for use by the recording clerk.]

EXHIBIT "A" (THE OVERALL SITE PLAN)



CLYDE AVENUE
ROSE AVE.
N VERNON AVE.
BEAUMONT AVE.
MAPLE AVE.
DOG PARK
SUMNER STREET
N CENTRAL AVE.
FUTURE HOSPITAL ENTRANCE
BEAUMONT REDEVELOPMENT
CITY OF KISSIMMEE, FLORIDA
OVERALL SITE PLAN
Scale: As Noted
Date: 08/05/2022
Project No.: 733T001
Design: TM
Drawn: JBJ
Checked: AK
Release:
C100
HARRIS



TRACT TABLE

	TRACT	DESCRIPTION	ACRES	IMPERVIOUS	ISR	MAINTENANCE RESPONSIBILITY	OWNERSHIP	
	1	STORMWATER	1.08	0.69	64%	CITY	CITY	PHASE 1
	2	STORMWATER	1.97	1.23	62%	CITY	CITY	PHASE 1
	3	PARKING	0.30	0.27	90%	OWNER	OWNER	PHASE 1
	4	PARKING	0.70	0.62	89%	OWNER	OWNER	PHASE 1
	5	PARKING	0.56	0.52	93%	OWNER	OWNER	PHASE 1
	6	LANDSCAPE	0.03	0.00	0%	OWNER	OWNER	PHASE 1
	7	LANDSCAPE	0.03	0.00	0%	OWNER	OWNER	PHASE 1
	8	LANDSCAPE	0.03	0.00	0%	OWNER	OWNER	PHASE 1
	9	LANDSCAPE	0.01	0.00	0%	OWNER	OWNER	PHASE 1
	10	PUBLIC PARK	0.25	0.13	52%	CITY	CITY	PHASE 1
	11	PARKING	0.60	0.47	78%	OWNER	OWNER	PHASE 1
	RW	ROADWAY	1.04	1.04	100%	CITY	CITY	PHASE 1

LOT TABLE

	LOT	DESCRIPTION	ACRES	IMPERVIOUS	ISR	MAINTENANCE RESPONSIBILITY	OWNERSHIP	
	1	RESIDENTIAL	7.55	6.06	80%	OWNER	OWNER	PHASE 1
	2	RESIDENTIAL	4.00	3.20	80%	OWNER	OWNER	PHASE 2
	3	COMMERCIAL	2.26	2.03	90%	OWNER	OWNER	PHASE 3

TOTAL AREAS

	ACRES	IMPERVIOUS	ISR
TOTAL	20.41	16.25	80%

*LOT AND TRACT AREA WILL BE FINALIZED AT FINAL PLAT.
**ISR = IMPERVIOUS SURFACE RATIO.

HARRIS
Harris Civil Engineers, LLC
1200 E. Hillcrest Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888
www.harriscivilengineers.com
EB 9814

BEAUMONT REDEVELOPMENT

CITY OF KISSIMMEE, FLORIDA

Revisions:

No.	Date	Description
1	11/22/21	CITY SP COMMENTS
2		
3		
4		
5		
6	04/25/23	CITY/TOHO COMMENTS
7	5/12/23	CITY/TOHO COMMENTS
8		
9	7/31/23	CITY COMMENTS- APPROVAL CONDITION SE1
10	10/13/23	CITY COMMENTS
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

PLAT PLAN

Scale: As Noted
Date: 08/05/2022
Project No.: 7337001
Design: TM
Drawn: JBJ
Checked: AK

Release:

C015

SP-22-0011

[The space above this line is reserved for use by the recording clerk.]

EXHIBIT "B" (REVISED DEVELOPMENT SCHEDULE)

Amendment 2 - Exhibit B -
DEVELOPMENT SCHEDULE AND
MILESTONES

	Target Start	Target End	Milestone	Target Start	Target End	Milestone
Development Agreement Signed			Dec-2021			Dec-2021
MDA Amendment 1 Signed			Sep-2022			Sep-2022
MDA Amendment 2 Signed			Nov-2024			
Demolish Buildings in Phase 1 / Phase 1 API footprint	Aug-2022	Sep-2022		~~Aug-2022~~	~~Sep-2022~~	
Demolish Buildings in Phase 2 footprint		Jan-2026			~~Jun-2024~~	
Demolish Buildings in Phase 3 footprint		Jan-2025			~~Jan-2026~~	
Phase 1 - Multi-Family Apartment Building (20 months)						
Ancilliary Public Improvements (API) Engineering and Permitting	Dec-2021	Aug-2022		~~Dec-2021~~	~~Aug-2022~~	
API Construction	Sep-2022	Sep-2023		~~Sep-2022~~	~~Sep-2023~~	
Building Design and Permitting	Dec-2021	Dec-2022		~~Dec-2021~~	~~Dec-2022~~	
Close on Land			Mar-2023			~~Dec-2022~~
Building Construction	Mar-2023	Jan-2025		~~Dec-2022~~	~~Jan-2024~~	
Vertical Building Construction	Apr-2023		*Per 6.03*	~~Jan-2023~~		~~*Per 6.03*~~
Completion			Jan-2025			~~Jan-2024~~
Phase 2 - Residential or Mixed Use Building (21 months)						
API Engineering and Permitting	Jan-2026	Jun-2026		~~Jan-2024~~	~~Jul-2024~~	
API Construction	Jun-2026	Dec-2026		~~Jul-2024~~	~~Jan-2025~~	
Building Design and Permitting	Jan-2026	Jun-2026		~~Jan-2024~~	~~Jul-2024~~	
Close on Land			Jun-2026			~~Jul-2024~~
Building Construction	Jun-2026	Sep-2027		~~Jul-2024~~	~~Oct-2025~~	
Vertical Building Construction	Aug-2026		*Per 6.03*	~~Sep-2024~~		~~*Per 6.03*~~
Completion			Sep-2027			~~Oct-2025~~
Phase 3 - Mixed-Use Commercial Building (23 months)						
API (Garage) Engineering and Permitting	Nov-2024	Apr-2025		~~Aug-2025~~	~~Feb-2026~~	
API (Garage) Construction	Apr-2025	Apr-2026		~~Feb-2026~~	~~Feb-2027~~	
Building Design and Permitting	Nov-2024	Apr-2025		~~Aug-2025~~	~~Feb-2026~~	
Close on Land			Mar-2025			~~Dec-2025~~
Building Construction	Apr-2025	Aug-2026		~~Feb-2026~~	~~Jun-2027~~	
Vertical Building Construction	Jul-2025		*Per 6.03*	~~May-2026~~		~~*Per 6.03*~~
Completion			Aug-2026			~~Jun-2027~~
End of Initial Development Term (5 years)			Sep-2027			~~Sep-2027~~

[The space above this line is reserved for use by the recording clerk.]

EXHIBIT "C" (REVISED RESPONSIBILITIES FOR ANCILLARY PUBLIC IMPROVEMENTS)

Amendment 2 - Exhibit C - RESPONSIBILITIES FOR ANCILLARY PUBLIC IMPROVEMENTS

Improvement	Responsibility to Complete Construction	Responsibility for Cost	Completion Deadline See Exhibit B	City Contribution Post Completion (Note 1)	City Contribution During Construction (Note 2)
Purchase of 880 MLK Jr Blvd property for stormwater management and public park use	City	City	~~1/31/2022~~		NA
Asbestos Remediation	Skyview	City	~~1/31/2022~~		Inc
Demo Existing Structures not slated for temp construction use	Skyview	City	~~2/15/2022~~		Inc
Construct City Streets / Sidewalks / Parking spaces	Skyview	City	~~4/15/2023~~		$ 5,900,000
Relocate / Resize / Install master stormwater system to be at least 5' outside of building pads	Skyview	City	~~4/15/2023~~		Inc
Install subsurface water, sewer electrical, telecom utilites to within 5' of building pads	Skyview	City	~~4/15/2023~~		Inc
Construct public parks and open spaces including landscaping, water features, and accessory structures	Skyview	City	~~4/15/2023~~		Inc
Install street lights, street trees, urban accessory structures and street furnishings	Skyview	City	~~4/15/2023~~		Inc
CRA Funding Grants and Incentive Programs	Skyview	Skyview and City	~~7/31/2023~~	$ 3,100,000	
Related design, engineering, permitting and inspection costs	Skyview	City	~~4/15/2022~~		Inc
Sub-Total Phase 1 City Contribution				$ 3,100,000	$ 5,900,000

Phase 2 Ancillary Public Improvements to be mutually determined by City and Skyview prior to execution of Phase 2 land option (Note 3)	Skyview	City	~~5/15/2024~~	TBD	TBD
~~Phase 3 Ancillary Public Improvements to be mutually determined by City and Skyview prior to execution of Phase 3 land option (Note 4)~~	~~Skyview~~	~~City~~	6/15/2026	~~TBD~~	~~TBD~~
Phase 3 Ancillary Public Improvement Construct a 400 space City owned, public parking structure	Skyview	City	~~6/15/2026~~	None	$ 9,000,000

Med Arts District / Downtown Kissimmee CRA / City permit / impact / development fee waivers	Skyview	City	~~12/15/2021~~	TBD	TBD

Note 1 - Skyview to receive a 15 year tax rebate for Phase 1 equal to $206,667 per year to commence in the first full year of Phase 1 occupancy and tax valuation.

Note 2 - City to reimburse Skyview on a monthly requistion basis for work completed based on approved AIA G702 and G703 Schedule of Values

Note 3: Phase 2 may include publicly funded fill to meet site floodplain requirements, and costs of parking garage and storm water vault if warranted by project density.

~~*Note 4: Public cost contribution to be determined based upon product mix agreed upon by City and Developer.*~~

ITEM 7.K
Seventh Amendment to and Restatement of Fixed Base Operator Lease Agreement

Request

Approval of the Seventh Amendment to and Restatement of Fixed Base Operator Agreement for Sheltair Kissimmee, LLC, Munis Contract No. 20240449.

Explanation

Sheltair Kissimmee, LLC (Sheltair), entered into a ground rental agreement in 2001 to construct multiple, individual aircraft storage hangars (t-hangars). Phase I and Phase II construction completed 66 t-hangars in 2003. Phase 3 completed an additional 26 hangars in 2009. Phase 4 involves 9 t-hangars and 10 - 50’ x 50’ box hangars. Phase 4 is now complete, and an amended ground lease agreement has been negotiated.

The agreement will extend the lease for thirty (30) years. The property has been resurveyed, and the ground rental rate is set at $0.27 per square foot. This rate reflects the fair market value appraisal from 2022, which was established when the Sixth Amendment was agreed upon. This agreement increases revenue to $70,280.94 above the current rental rate. The previous ground rent rate was $0.0486 per square foot. In addition, Staff negotiated an annual rent increase adjustment and the ability to obtain appraisals every ten (10) years to ensure the lease maintains current fair market value.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46100344-344100	N/A	Increase	113,749.38	43,468.44

<u>Financial Summary:</u>

The current annual lease amount is $43,468.44 to be increased to $113,749.38 plus applicable sales tax, under the Aviation Leased Site Revenue Account.

Recommendation

Approval of the Seventh Amendment to and Restatement of Fixed Base Operator Agreement for Sheltair Kissimmee, LLC.

<u>REQUESTED CITY COMMISSION ACTION:</u>

Approve

Department: Airport
Presenter:

Attachment(s):

1. (S) Amended and Restated Lease Agreement + Survey Exhibit

SEVENTH AMENDMENT TO and RESTATEMENT of FIXED BASE OPERATOR LEASE AGREEMENT

THIS SEVENTH AMENDMENT TO and RESTATEMENT OF THE FIXED BASE OPERATOR LEASE AGREEMENT ("Seventh Amendment") is effective as of this _____ day of November, 2024 ("Effective Date"), by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, by and under the authority of the laws of the State of Florida, having an office at Kissimmee Gateway Airport, 401 Dyer Boulevard, Kissimmee, Florida 34741, hereinafter referred to as the "City", and **SHELTAIR KISSIMMEE, LLC** a Florida limited liability corporation organized and existing under the laws of the State of Florida, having an office located at 4860 NE 12th Avenue, Fort Lauderdale, Florida 33334, hereinafter referred to as "Lessee."

WITNESSETH:

WHEREAS, the City and the Lessee previously entered into that certain Fixed Based Operator's Lease Agreement dated June 12, 2001, ("Original Lease Agreement") recorded in the Official Records of Osceola County, Florida, Book 2052, Page 1905, pursuant to which the City leased to Lessee certain real property located at Kissimmee Gateway Airport, owned and operated by the City such real property hereinafter referred to as the "Leased Premises"); and

WHEREAS, the City and Lessee subsequently amended the Original Lease by:

(i) First Amendment to Fixed Base Operator's Lease Agreement dated February 18, 2003, recorded in the Official Records of Osceola County, Florida, Book 3691, Page 1842 ("First Amendment");

(ii) Second Amendment to Original Lease Agreement dated November 13, 2007, recorded in the Official Records of Osceola County, Florida, Book 3691 Page 1846, ("Second Amendment");

(iii) Third Amendment to Fixed Base Operator Lease Agreement dated August 5, 2008, recorded in the Official Records of Osceola County, Florida, Book 3731 Page 1477, ("Third Amendment");

(iv) Fourth Amendment to Fixed Base Operator Lease Agreement dated February 2, 2016, evidenced by that certain Memorandum of Amended Lease Agreement dated May 16, 2017, recorded in the Official Records of Osceola County, Florida, Book 5164 Pages 1905-1910, ("Fourth Amendment");

(v) Fifth Amendment to Fixed Base Operator Lease Agreement dated April 6, 2021, ("Fifth Amendment");

(vi) Sixth Amendment to Fixed Base Operator Lease Agreement dated July 5, 2022, with an effective date of April 1, 2022.

The Lease Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment and Sixth Amendment shall be referred to collectively as the "Amended Lease"); and

WHEREAS, the City and Lessee now desire to execute this Seventh Amendment to memorialize the extension of the term for thirty (30) term based upon the issuance of the Certificate of Occupancy for Phase Four; and

WHEREAS the City and Lessee have determined that due to the number of Amendments that have been executed since the Original Lease execution in 2001, it is in the best interest of the Parties to amend and restate the Fixed Based Operator Lease Agreement to set out the updated responsibilities, conditions, and terms that are in full force and effect in one document for ease of interpretation.

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 Exhibit "A" which is attached hereto and made a part hereof by reference. In the event of any discrepancy between a legal description and a graphic depiction of the Premises, the legal description shall control.

The Parties acknowledge and agree that the actual square footage of the Premises described in Exhibit “A” is 421,294 square feet inclusive of Phases One, Two, Three and Four.

City reserves the right to reduce or otherwise adjust the area included in the Premises for construction of Airport development projects, if required by the Federal Aviation Administration. 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 has accepted 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.

ARTICLE II
CONSTRUCTION OF IMPROVEMENTS BY LESSEE; OWNERSHIP; ELECTION TO WAIVE ANY RIGHTS TO DEPRECIATION OR INVESTMENT TAX CREDIT

A. CONSTRUCTION OF IMPROVEMENTS.

Lessee has constructed on the Leased Premises such "T" or Box hangars and administrative offices existing on the Leased Premises as of the date of this Seventh Amendment and Restatement of

Fixed Base Operator Lease Agreement ,all in accordance with the Minimum Aeronautical Service Standards ("Minimum Standards"), as provided in City Code, for Kissimmee Gateway Airport as the same were in effect at the time of construction of each improvement. All such facilities and improvements, regardless of ownership shall be hereinafter referred to as the "facility." Any improvements to be placed on the Leased Premises by Lessee in the future shall be placed or constructed only in accordance with plans and specifications, which have been submitted to and approved by City prior to commencement of placement or construction. Lessee previously completed construction of the Phase One improvements.

Lessee previously completed the Phase Two improvements. Lessee previously completed the Phase Three improvements. Lesse has now completed the Phase IV improvements. No leasehold improvements may be hereafter altered until the plans and specifications therefore have been approved in writing by City, and then the same shall be constructed or altered in strict accordance therewith. Lessee shall obtain all necessary licenses and permits to accomplish such work, and any contract or Agreement for labor, services, materials or supplies to be furnished in connection with the alteration of any improvement on the Leased Premises shall provide that no lien, claim or other encumbrance shall thereby be created, or arise, or be filed by anyone thereunder upon or against the Leased Premises or the Facility. Lessee hereby warrants to City that all such improvements are and shall be free and clear of liens, claims and encumbrances and agrees to indemnify and save the City harmless from and against any and all losses, damages and costs, including reasonable attorneys' fees, with respect thereto. No work hereunder shall be commenced by Lessee until it has, at its sole cost and expense, provided to the City a true and correct copies of a contractor's surety performance and a payment bond with Lessee named as oblige, in a form and from a company acceptable to the City, in an amount equal to the estimated cost of the improvements to be accomplished, which bond guarantees the completion of the work by Lessee's contractors in accordance to the plans and specifications theretofore provided to the City and guarantee the payment by such contractors of all subcontractors' charges and charges of all other persons and firms supplying services, labor, materials or supplies in connection with the work.

Lessee may install on the Leased Premises, in accordance with City Code, as may be amended from time to time, and maintain, operate, repair and replace any and all signs, trade fixtures and other personal property useful from time to time in connection with its operations hereunder provided that prior written approval of the City is obtained in each instance. All such signs, trade fixtures and other personal property which may be removed without material injury to the Leased Premises or to the Facility or other improvements shall be and remain the property of Lessee and may be removed by Lessee prior to or within thirty (30) days after termination of this Agreement; provided however that Lessee may not remove the same while in default hereunder, and that Lessee shall, at its own cost and expense, promptly repair any damage to the Leased Premises or to the Facility or other improvements caused by such removal.

B. <u>TITLE</u>.

Notwithstanding anything to the contrary herein, it is understood and agreed that title to and ownership of the Leased Premises is vested in the City. Title to all buildings, structures.

improvements and fixtures of every kind now or hereafter erected or placed on the Leased Premises and not paid for by the City in any portion and not financed with the proceeds of obligations the interest on which is not included in gross income ("Tax-Exempt Bonds") shall remain for the Term the property of Lessee and shall, al the end of the term or earlier termination of this lease, for any reason. be and become the property of the City and shall be left in good condition and repair, ordinary wear and damage by the elements excepted. A fixture is defined as an article which was a chattel. but which, by being physically annexed or affixed to the realty by the Lessee and incapable of being removed without structural or functional damage to the realty. becomes a part and parcel of it. Non-fixture personality owned by the Lessee at expiration of the term or earlier tem1ination of this Lease. for any reason, shall continue to be owned by Lessee, and at the time of such expiration or earlier termination, Lessee at its option may remove all such personality. provided the Lessee is not then in default of any covenant or condition of this Lease: otherwise. all such property shall remain on the Leased Premises until the damages suffered by City from any such default have been ascertained and compensated. Any damage to the Leased Premises caused by the removal by Lessee of any such property shall be repaired by Lessee forthwith at its expense.

Title to all improvements, additions and alterations made to the Leased Premises by the Lessee, to the extent either paid for by City or financed with the proceeds of the Tax-Exempt Bonds. is vested in City. Additionally, it is understood and agreed that title to and ownership of any personal property included in the Leased Premises that is financed with the proceeds of Tax-Exempt Bonds and any property included in the Leased Premises that replaces such personal property (the "Personal Property") shall vest in City at the time of the acquisition and installation thereof. without further notice or action. Except as provided in the following paragraph. during the Term, including any holdover periods. but not in anticipation of termination, Lessee may only have the right to remove. replace or otherwise dispose of any of the property comprising the Leased Premises paid for by City. in any portion. or financed with the proceeds of Tax-Exempt Bonds with City's written consent and upon receipt of a favorable opinion of bond counsel that such disposition does not affect the tax-exempt status of the Tax-Exempt Bonds (hereafter. ··Favorable Opinion of Bond Counsel'").

City hereby authorizes a reversion of title to the Lessee. from time to time upon written notice to City, for purposes of the disposal of the Personal Property purchased with the proceeds of Tax-Exempt Bonds or investment earnings thereon in accordance with the provisions of the following sentence or the replacement of such Personal Property with other property of an equivalent or greater value that will constitute property that is part of an airport or property that is functionally related and subordinate thereto within the meaning of Section 142 of the Internal Revenue Code of 1986,. as amended (the "Code"). In the event that Lessee disposes of any of such Personal Property purchased with the proceeds received from the sale of Tax-Exempt Bonds or investment earnings thereon in exchange for cash or cash equivalents, the Lessee shall either (i) expend such disposition proceeds within six months of the date of the disposition to acquire replacement or other property that will constitute property that is part of an airport or property that is functionally related and subordinate thereto within the meaning of Section 142 of the Code; (ii) exercise its option to redeem the Tax- Exempt Bonds pursuant to the financing documents delivered in connection with the issuance of such bonds in an amount at least equal to the disposition proceeds received from such sale or exchange; or (iii) purchase the Tax-Exempt Bonds in the open market for delivery to the paying agent for cancellation in the amount that will retire all nonqualified bonds within the meaning of Treasury Regulations Section l. l42-2(e). The Tax-Exempt Bonds redeemed or purchased for cancellation as provided in the preceding sentence shall have a weighted average maturity prior to redemption or cancellation that is at least equal to the weighted average maturity of all Tax-Exempt Bonds outstanding unless the redemption or cancellation is approved by a Favorable Opinion of Bond Counsel. Notwithstanding anything herein to the contrary. any disposition proceeds need to be yield restricted to the yield on the Tax-Exempt Bonds until expended on qualified substitute property or used to redeem or purchase Tax-Exempt Bonds.

C. ELECTION TO WAIVE ANY RIGHTS TO DEPRECIATION AND INVESTMENT TAX CREDITS.

The Lessee hereby irrevocably elects not to claim for purposes of federal, state or local taxation of income any depreciation deductions or investment tax credits, for which it may be eligible with respect to the Leased Premises to the extent the Leased Premises are financed with the proceeds of obligations, including investment earnings thereon, the interest on which is not included in gross income for purposes of Federal income taxation (hereafter "Tax-Exempt Bonds"). The portion of the Leased Premises financed with the proceeds of Tax-Exempt Bonds shall be referred to herein as the "Project". The Lessee further agrees that this in-evocable election with respect to the Project shall be made binding upon its successors in interest, if any, under the Lease. and as a condition of any permitted sale or assignment of Lessee’s interest in the Project under the Lease, any successor in interest shall furnish an irrevocable election in the form of the immediately preceding sentence to City. The foregoing shall not grant or be deemed to grant to the Lessee the right to sell or assign, in any manner, its interest under the Lease. If required, the City will provide a form of election pursuant to Section 142(b)(l)(B) of the Code. The Lessee shall keep the executed Lease, including attachments and exhibits thereto, with its records for the entire term of this Lease. In the event the Lessee records any document in lieu of recording this Lease said document shall incorporate the substance of this section.

ARTICLE III
USE

The Leased Premises and the Facility shall be used by Lessee for the purpose of conducting Category F (c), fixed base operator activities in strict accordance with the City's Minimum Aeronautical Service Standards for Aeronautical Tenants at Kissimmee Gateway Airport as they do now and may hereinafter exist and for such other uses incidental thereto as the City may from time to time approve in writing but for no other purpose.

ARTICLE IV
TERM

The term of this Agreement shall be for a period of thirty (30) years from November 1, 2024.

In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement, 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 (1½) the normal monthly rent chargeable at the time of termination.

ARTICLE V
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 $113,749.38 plus applicable sales tax. These figures are based upon $0.27 per square foot per year. Said rent payments shall commence on November 1, 2024 ("Commencement Date").

Lessee will pay all additional assessments and all applicable fees. Lessee agrees to pay the current rate of sales tax. The payment for Lease Premises and corresponding taxes, assessments, and fees shall be paid in advance and in equal monthly installments. Such payments, taxes, assessments, and fees are due on the first (1st) day of each month and shall be deemed delinquent if not paid in full by the fifteenth (15th) day of every month and shall subject Lessee to the following penalty each month: 5% of the total amount due after the fifteenth (15th) day of the month. Further, this amount shall be adjusted from time to time as provided for under the terms in Article V.

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; on the first day of each month.

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. 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. Beginning on the anniversary of the Commencement Date and each anniversary thereafter (except for the tenth (10th) and the twentieth (20th) anniversary)("**Adjustment Date**"), the parties hereto will compare the price index for said year with the price index as of the preceding anniversary of the Commencement Date and the Annual Rent payments shall be increased (or decreased) in the same proportion as said price index has increased when compared with the price index for the Commencement Date for the second lease year and for the prior Adjustment Date thereafter . In no event, however, shall the Annual Rent increase be less than two percent (2%) nor more than eight percent (8%) on any Adjustment Date.

<u>REAPPRAISAL</u> – On the tenth (10th) and on the twentieth (20th) Adjustment Date, ("Appraisal Years") in lieu of a rent adjustments provided in the paragraph above, City may appraiser the Leased Premises as unimproved land to determine the fair rental value of the Leased Premises as aviation use. For purposes of determining the fair rental value, City shall select a qualified appraiser (**"First Appraiser"**) to appraise the Leased Premises and shall provide Lessee with a copy of such appraisal no later than one hundred eighty (180) days prior to the applicable Adjustment Date. If Lessee is not satisfied with First Appraiser's appraisal, Lessee shall notify City in writing of Lesse's selection of a second appraiser (**"Second Appraiser"**) within thirty (30) days after receipt of the First Appraiser's appraisal. If Lessee does not select a Second Appraiser and notify City of such selection within such thirty (30) day period, the First Appraiser's appraisal shall be deemed conclusive as to the the fair rental value applicable to the unimproved Leased Premises. If a Second Appraiser is so selected, the Second Appraiser shall appraise the Leased Premises and deliver a copy of said appraisal to City within thirty (30) business days after the Authority's receipt of Lessee's notice of selection of the Second Appraiser. If the fair rental value determination of the Second Appraiser's appraisal differs from the First Appraiser's appraisal by less than ten percent (10%) then the First Appraiser's appraisal shall be deemed conclusive as to the fair rental value of the Premises. If the Second Appraiser's appraisal differs from the First Appraiser's appraisal by ten percent (10%) or more, then the First and Second Appraisers shall mutually select a qualified third appraiser (the **"Review Appraiser"**) to provide a review appraisal report which reviews the first two appraisals and sets forth a determination of the fair rental value of the Leased Premises. The determination of the Review Appraiser shall be deemed final and conclusive as to the fair rental value of the unimproved Leased Premises. Each party shall pay the fees and expenses of all appraisers appointed by such party, and the fees and expenses of the Review Appraiser, if any, shall be borne equally by both parties. Any appraiser selected in accordance with the provisions of this Lease (i) shall be designated an "MAI" appraiser by the Appraisal Institute. (ii) shall be disinterested, (iii) shall be licensed under Florida law to appraise real property, (iv) shall be required to follow the Uniform Standards of Professional Appraisal Practice (USPAP), and (v) shall have been actively engaged in the appraisal of aviation use real estate in the State of Florida for a period of not less than five (5) years immediately preceding this assignment. In no event shall the Annual Rent decrease, nor shall the Annual Rent increase by more than twenty percent (20%), on any Appraisal Year.

<u>SECURITY DEPOSIT</u> - A security deposit of $1,452 shall be paid by the Lessee to the City, upon execution of this Agreement to be applied to any monetary default but not in lieu of or as liquidated damages for said default.

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 equal to the then existing current standards. 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, o 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 o 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 Civ 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 use of the Leased premises, 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 Gateway Airport, dated 2/00. 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 keeper's 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 or 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

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.

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.

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
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 untenantable, 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 untenantable, but nevertheless capable of being repaired and made tenantable within a period of one hundred eighty (180) days, the Lessee shall file a complete application with all necessary plans, documents, certificates, etc. for a building permit within thirty (60) days of such damage and complete the repairs with due diligence within one hundred eighty (180) days 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. The City shall have the right to terminate this lease upon written notice if the Lessee fails to apply for the required building permits within 60 days of the occurrence of damage and fails to make the premises tenantable within one hundred eighty (180) days of the issue of building permits by the City. In case the Leased Premises are completely destroyed or so damaged that it will and does remain untenantable for a period of more than one hundred eighty (180) days, the Lessee shall have the right to terminate this Lease upon written notice to the City within one hundred eighty (180) 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.

ARTICLE IX
LEASEHOLD MORTGAGES/NON-DISTURBANCE AGREEMENTS

Tenant acknowledges that Landlord shall not, under any circumstances, be required to subordinate or otherwise subject its interest in the Premises to a mortgage or other security interest placed thereon by Tenant. Notwithstanding the foregoing, Landlord acknowledges that Tenant has the right to subject its interest in the Lease to mortgages and security interests, from time to time, and that such right is imperative to allow development of Tenant's Project on the Premises. Further, Landlord understands that lenders making a loan to Tenant in connection with Tenant's Project must obtain comfort from Landlord that such lender will have the right to cure defaults under the Lease and to protect its security interest in the Lease in the event of a default by Tenant thereunder. As a result, Landlord agrees as follows:

A. Right to Grant Leasehold Mortgages/Security Interests. Tenant is hereby given the right by Landlord, in addition to any other rights herein granted and with notice to the Landlord to mortgage or grant a security interest in Tenant's interest in this Lease, any improvements constructed or installed on the Premises, any fixtures or furnishings located thereon (together, the "Improvements") and any sublease(s) under one or more leasehold mortgage(s) to one or more lenders, and/or under one or more purchase money leasehold mortgage(s) in connection with any sale(s) of such interest, and to assign this Lease and any sublease(s) as collateral security for such leasehold mortgage(s), upon the condition that all rights acquired under such leasehold mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease and to all rights and interests of Landlord herein, none of which covenants, conditions, restrictions, rights or interests is or shall be waived by Landlord by reason of the right given to mortgage or gran a security interest in Tenant's interest in this Lease, the Improvements and any sublease except as expressly provided herein.

B. Leasehold Mortgages. Any mortgages made pursuant to this Paragraph IX is herein referred to as a "Permitted Leasehold Mortgage", and the holder of, or secured party under, a Permitted Leasehold Mortgage is herein referred to as a Permitted Leasehold Mortgagee". The Permitted Leasehold Mortgage that is prior in lien among those in effect is herein referred to as the "First Permitted Leasehold Mortgage” and the holder of, or secured party under, the First Permitted Leasehold Mortgage is herein referred to as the "First Permitted Leasehold Mortgagee". If a First Permitted Leasehold Mortgage and a Permitted Leasehold Mortgage that is second in priority in lien among those in effect are both held by the same Permitted Leasehold Mortgage, the said two Permitted Leasehold Mortgages are herein collectively referred to as the "First Permitted Leasehold Mortgage" A "Permitted Leasehold Mortgage" shall include whatever security instruments are used to create the Permitted Leasehold Mortgagee's security interest under the Lease, such as without limitation, mortgages, deeds of trust, mortgage deeds, security deeds and conditional deeds, as well as financing statements, security agreements and other documentation which the lender may require.

C. Non-Disturbance Rights/Responsibilities. Landlord shall not be deemed to have actual or constructive notice or knowledge of any Permitted Leasehold Mortgage unless and until the Permitted Leasehold Mortgagee shall send to Landlord a true copy o its leasehold mortgage, together with written notice specifying the name and address of the Permitted Leasehold Mortgagee. Within a reasonable time after recording such mortgage Tenant shall deliver to Landlord the appropriate recording information in respect of suet Permitted Leasehold Mortgage. From and after provision of a copy of such Permitted Leasehold Mortgage to Landlord by any Permitted Leasehold Mortgagee pursuant to the Leasehold Mortgage to Landlord by any Permitted Leasehold Mortgagee pursuant to the first sentence of this Paragraph C., then so long as such Permitted Leasehold Mortgagee shall remain unsatisfied of record or until written notice of satisfaction is given by the holder to Landlord, the following provisions shall apply in respect of such Permitted Leasehold Mortgage:

1. There shall be no cancellation, termination, surrender, acceptance of surrender, amendment or modification of this Lease by joint action of Landlord and Tenant, nor shall Landlord recognize any such action by Tenant alone, without in each case the prior consent in writing of such Permitted Leasehold Mortgagee.

2. Landlord shall, upon serving Tenant with any notice, whether of default or any other matter, simultaneously serve a copy of such notice upon such Permitted Leasehold Mortgagee.

3. In the event of any default by Tenant under this Lease, such Permitted Leasehold Mortgagee shall have the same period, after service of notice upon it of such default, to

remedy or cause to be remedied or commence to remedy and complete the remedy of the default complained of as Tenant has hereunder for such default, and Landlord shall accept such performance by or at the instigation of such Permitted Leasehold Mortgagee as if the same had been done by Tenant. Each notice of default given by Landlord will state the amounts of whatever rent and other payments herein provided for are then claimed to be in default.

4. If the Landlord shall elect to terminate this Lease by reason of any default of Tenant, each Permitted Leasehold Mortgagee shall not only have the right to nullify any notice of termination by curing such default prior to the effective date of termination but shall also have the separate right to postpone and extend the specified date for the termination of this Lease, as fixed by Landlord in its notice of termination, for a period of not more than one (1) year from the date so specified for termination provided that such Permitted Leasehold Mortgagee shall unconditionally agree with Landlord (by giving a notice to that effect to Landlord), prior to the effective date of termination, that such Permitted Leasehold Mortgagee will accomplish the following within the times hereinafter provided and shall, in fact, accomplish the following in a timely manner: (1) cure or cause to be cured within thirty (30) days of such notice any then existing monetary defaults of which the Permitted Leasehold Mortgagee has knowledge; (2) pay or cause to be paid during such one (1) year period any rent and other monetary obligations of Tenant hereunder of which the Permitted Leasehold Mortgagee has knowledge, as the same fall due; (3) promptly cure or cause to be cured any other defaults that such Permitted Leasehold Mortgagee can cure and of which the Permitted Leasehold Mortgagee has knowledge; and (4) forthwith take such steps as it shall be lawfully able to acquire or sell Tenant's interest in this Lease by foreclosure of the Permitted Leasehold Mortgage or otherwise, and thereafter prosecute the same to completion with reasonable diligence. If, at the end of said one (1) year period, the Permitted Leasehold Mortgagee shall be actively engaged in steps to acquire or sell Tenant's interest herein including, without limitation, contesting any court order, or seeking relief from any statutory stay, restricting such acquisition or sale, and is in compliance with the other conditions set forth in clauses (A) through (C) above, the time for said Permitted Leasehold Mortgagee to comply with the applicable provisions of this subparagraph (4) shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence upon the same conditions. If Tenant's interest is acquired or sold as foresaid, the intended termination of this Lease by Landlord under the aforesaid notice will be automatically nullified, and this Lease will continue as if said notice of termination had never been given.

5. In the event of termination of this Lease by reason of any uncured default by Tenant, Landlord will promptly notify such Permitted Leasehold Mortgagee of such termination and the amount of the sums then due to Landlord under this Lease, and such Permitted Leasehold Mortgagee shall have the right (except where such Permitted Leasehold Mortgagee has extended the date of termination pursuant to the provisions of subparagraph (4) of this Paragraph IX and has subsequently failed to fulfill its obligations thereunder) to

have Landlord enter into a new lease of the Premises with such Permitted Leasehold Mortgagee or an assignee of such Permitted Leasehold Mortgagee (hereinafter referred to in this subparagraph as its "nominee") in accordance with the following provisions:

(a) The Permitted Leasehold Mortgagee or its nominee shall be entitled to a new lease if the Permitted Leasehold Mortgagee shall make written request upon Landlord for such new lease on or before the date which is thirty (30) days after the date on which such Permitted Leasehold Mortgagee shall have received the notice from Landlord of termination and if such written request is accompanied by the Permitted Leasehold Mortgagee's agreement to pay to Landlord, upon the execution and delivery of the new lease, the sums which would then be due to Landlord under this Lease had this Lease remained in effect;

(b) Such new lease shall be for what would have been the remainder of the Term hereunder if this Lease had not terminated, effective as of the date of such termination, at the rent and upon the terms, provisions, covenants and agreements as herein contained, including all rights and options herein contained;

(c) To the extent within the control of Landlord, such new lease shall be prior to any mortgage or other lien, charge or encumbrance on the fee of the Premises (except taxes and assessments) and, if so requested by the Permitted Leasehold Mortgagee, shall be accompanied by a conveyance quit claiming any right, title or interest of Landlord in and to the Improvements during the Term of this Lease. Such new lease shall, however, be subject to the same conditions of title as this Lease is subject to on the date of the execution hereof;

(d) In such new lease, the Permitted Leasehold Mortgagee or its nominee shall agree to perform and observe all covenants herein contained on Tenant's part to be performed and to cure all defaults of Tenant hereunder existing at that time which it is possible for such Permitted Leasehold Mortgagee to cure except that all of the obligations and liabilities of the Permitted Leasehold Mortgagee or its nominee as tenant under the new lease shall cease and terminate upon assignment of the new lease or the sooner expiration or termination thereof and shall be subject to any limitation on liability contained therein;

(e) Landlord shall not warrant possession of the Premises to the Permitted Leasehold Mortgagee or its nominee under the new lease with respect to any claims, actions, events or matters arising or occurring subsequent to the effective date of this Lease, it being understood that the new lease shall be expressly made subject to the rights, if any, of Tenant under this Lease or any other person claiming the right to possession through or under said Tenant;

(f) The Permitted Leasehold Mortgagee or its nominee as tenant under the new lease shall have the same right, title and interest in and to the Improvements as Tenant had under this Lease.

(g) If more than one Permitted Leasehold Mortgagee shall make written request upon Landlord in accordance with the provisions hereof for a new Lease, the new Lease shall be delivered pursuant to the request of the Permitted Leasehold Mortgagee whose leasehold mortgage is prior in lien among those who made the request (the "First Lienholder"), and the written request of any Permitted Leasehold Mortgagee whose leasehold mortgage is subordinate in lien shall be void and of no force or effect unless and until the First Lienholder shall fail to enter into the new lease, in which event, the Permitted Leasehold Mortgagee, whose lien is next in seniority after the First Lienholder and who requested a new lease, shall have thirty (30) days thereafter in which to enter into a new lease with Landlord on the same terms as the new lease with the First Lienholder would have been on had it not failed to enter into the new lease.

6. The name of each Permitted Leasehold Mortgagee shall be added to the loss payable endorsement of any and all fire and other casualty insurance policies to be carried by Tenant in respect of the Premises and the Improvements, and all such policies shall state that the insurance proceeds are to be paid to the Permitted Leasehold Mortgagees in the order of their priority, until all sums due under each such Permitted Leasehold Mortgagee have been paid in full and then to the Permitted Leasehold Mortgagee next in priority, and so on until all Permitted Leasehold Mortgagees have been paid in full, with the balance of such insurance proceeds, if any, payable to Tenant.

7. If there is a condemnation or taking by eminent domain in respect of the Premises or the Improvements, any award of payment therein that is attributable to the Tenant's interest under this Lease, including, without limitation, business damages, severance damages, and the value of the Improvements, shall be paid to the Permitted Leasehold Mortgagees in the same manner and in accordance with the procedures specified herein.

8. No fire or casualty loss claims shall be settled and no agreement will be made in respect of any award or payment in condemnation or eminent domain without in each case the prior written consent of the First Permitted Leasehold Mortgagee; provided, however, that such Permitted Leasehold Mortgagee has agreed to make such award or payment available in the manner specified in this Lease.

9. Except where the Permitted Leasehold Mortgagee has become Tenant hereunder, no liability for the payment of rent or the performance of any of Tenant's covenants and agreements hereunder shall attach to or be imposed upon the Permitted Leasehold Mortgagee (other than any obligations assumed by, or agreed to by, the Permitted

Leasehold Mortgagee), all such liability (other than any obligations assumed by or agreed to by the Permitted Leasehold Mortgagee) being hereby expressly waived by Landlord.

10. Landlord, within ten (10) days after a request in writing by Tenant or any Permitted Leasehold Mortgagee, shall furnish a written statement, duly acknowledge a written statement, duly acknowledged, that this Lease is in full force and effect and unamended, if such be the case, or if there are any amendments, such statement will specify the amendments, and that there are no defaults thereunder by Tenant that are known to Landlord, or if there are any known defaults, such statement shall specify the defaults Landlord claims exist.

11. No payment made to Landlord by any Permitted Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease; and the Permitted Leasehold Mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof provided it shall have made demand therefore not later than one (1) year after the date of its payment.

D. <u>No Subordination by Landlord</u>. Landlord shall at no time be required to subordinate its fee simple interest in the Premises to the lien of any leasehold mortgage, nor to mortgage its fee simple interest in the Premises as collateral or additional security for any leasehold mortgage.

ARTICLE X
<u>TERMINATION OF AGREEMENT, ASSIGNMENT AND TRANSFERS</u>

A. <u>TERMINATION</u> This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. <u>TERMINATION BY LESSEE</u> 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. <u>EXERCISING LESSEE'S RIGHTS OF TERMINATION</u> 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. <u>TERMINATION BY CITY</u> 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 any payments required for a period of twenty-five (25) days after the time such payments become due; which

arrearage is not paid by Lessee to the City within ten (10) days after Lessee receives written notice from the City to the Lessee indicating that the Lessee is in default in its obligations to pay such rent; provided, however, that the City shall not be obligated to provide to the Lessee such written notice of a monetary default more than two (2) times in any twelve (12) month period.

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 forty-five (45) 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 C 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 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 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 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, 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. City agrees to subordinate its landlord lien to leasehold mortgages as provided in Article IX.

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 Gateway Airport
401 Dyer Boulevard,
Kissimmee, FL 324741-4613

and notices, consents and approvals to Lessee addressed to:

Sheltair Kissimmee LLC
C/O Sheltair Aviation Services, LLLP
5302 NW 21st Terrace
Fort Lauderdale, FL 33309

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 this Agreement.

ARTICLE XIII
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.

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 that Lessee, its officers, agents, employees, contractors, subcontractors, operators or sublessees. 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 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 o 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. 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 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 form 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 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 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.

(The remainder of this page left blank intentionally)
Signatures appear on next page

EXHIBIT "A"

LEGAL DESCRIPTION OF LEASED PREMISES

Parcel 1: (Phase 1 & 2)

Commencing at a point on the Northerly right of way line of Patrick Street and the Easterly boundary line of Kissimmee Airport, (being a Found 4" X 4" concrete monument LS 4838), run thence North 00 degrees 08' 52" East, along said Easterly boundary line, a distance of 382.59 feet to the Northwest comer of Lot 9, Airport Subdivision, as filed and recorded in Plat Book 1, Page 374 of the Public Records of Osceola County, Florida, (being a Found 4" X 4" concrete monument No. I.D); run thence South 85 degrees 11' 17" West, a distance of 530.00 feet to the Point of Beginning; run thence South 89 degrees 07'06" West, a distance of 331.20 feet; run thence North 00 degrees 52' 54" West, a distance of 548.35 feet; run thence North 58 degrees 16' 11" East, a distance of 47.76 feet; run thence North 00 degrees 52'54" West, a distance of 27.84 feet; run thence North 89 degrees 07'05" East, a distance of 46.61 feet; run thence North 58 degrees 16'11" East, a distance of 48.33 feet; run thence North 00 degrees 52'45" West, a distance of 39.95 feet; run thence North 89 degrees 07'15" East, a distance of 66.87 feet; run thence North 58 degrees 16'11" East, a distance of 11.00 feet; run thence North 89 degrees 07'06” East, a distance of 125.77 feet; run thence South 00 degrees 52'54" East, a distance of 671.04 feet to the Point of Beginning.

Said lands situate, lying and being in Osceola County, Florida. And

Parcel 2: (Phase 3)

A parcel of land lying in Section 20, Township 25 South, Range 29 East, Osceola County, Florida, within the Kissimmee Gateway Airport; being more particularly described as follows:

Commence at the Northeast comer of Lot 10, AIRPORT SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 1, Page 374, of the Public Records of Osceola County, Florida, and run thence North 89 degrees 51'29" West, along the South right of way line of Bryan Street, a distance of 121.38 feet to the Northwest comer of Lot 9, of said AIRPORT SUBDIVISION; thence North 00 degrees 18' 31" East, along the West line of said AIRPORT SUBDIVISION, a distance of 33.92 feet; thence South 89 degrees 06' 46" West, a distance of 161.50 feet; thence North 00 degrees 53' 14" West, a distance of 392.57 feet to the Point of Beginning of the herein described parcel: thence continue North 00 degrees 53'14" West, a distance of 306.31 feet; thence South 89 degrees 06'46" West, a distance of 300.00 feet to a point lying 30.00 feet East, of the Northerly centerline extension of Red Baron Lane; thence South

CITY OF KISSIMMEE, FLORIDA

____
Mayor Commissioner

ATTEST:

By: ______________________________
City Clerk

Approved as to form and legal sufficiency

By: ______________________________
City Attorney

LESSEE:
SHELTAIR KISSIMMEE, LLC
a Florida limited liability company

By: ______________________________
Todd S. Anderson, COO

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30 day of October, 2024, by Todd Anderson, as Chief Operating Officer of Sheltair Kissimmee, LLC a Florida limited liability company, on behalf of the company, who ☐ is personally known to me or ☐ has produced (type of identification) as identification.

[Notary Seal]

____
(Signature of Notary Public
Nicole Perera
(Print Name of Notary Public)
My commission expires: 6/19/2028

NICOLE S. PERERA
MY COMMISSION # HH 506226
EXPIRES: July 19, 2028

00 degrees 53'14" East, parallel to and 30.00 feet East of said centerline, a distance of 306.31 feet; thence North 89 degrees 06'46" East, a distance of 300.00 feet to the said Point of Beginning.

Said lands situate, lying and being in Osceola County, Florida.

And

Parcel 3: (Phase 4)

A parcel of land lying in Section 20, Township 25 South, Range 29 East, Osceola County, Florida, within the Kissimmee Gateway Airport; being more particularly described as follows:

Commence at the Northeast corner of Lot 10, Airport Subdivision, according to the plat thereof, as recorded in plat book 1, page 374, of the public records of Osceola County, Florida, and run thence North 89°51'29"West, along the South right-of-way line of Bryan Street, a distance of 121.38 feet to the Northwest corner of Lot 9, said Airport Subdivision; thence North 00°18'31"East, along the West line of said Airport Subdivision, a distance of 33.92 feet; thence South 89°06'46"West, a distance of

161.50 feet to the Point-of-Beginning of the herein described parcel; thence continue South 89°06'46"West, a distance of 300.00 feet to a point lying 30.00 feet East, of the centerline of Red Baron Lane; thence North 00°53'14"West, parallel to and 30.00 feet East of said centerline, a distance of 392.57 feet; thence North 89°06'46"East, a distance of 300.00 feet; thence South 00°53'14"East, a distance of 392.57 feet to the said Point-of-Beginning.

Containing 2.704 Acres, more or less.

EXHIBIT "B" LEASED PREMISES SQUARE FEET

DESCRIPTION	SQUARE FEET
PHASES ONE AND TWO	211,595.76
PHASE THREE	91,912
PHASE FOUR	117,786.24
Total	421,294

LEGAL DESCRIPTION:

Leasehold Estate in the following three parcels (Parcels 1, 2 and 3), pursuant to Fixed Base Operator's Lease Agreement between the City of Kissimmee, a municipal corporation existing by and under the authority of the laws of the State of Florida and Sheltair Kissimmee, LLC, a Florida limited liability company, recorded in Official Records Book 2052, Page 1905, as amended: First Amendment recorded in Official Records Book 3691, Page 1842, Second Amendment recorded in Official Records Book 3691, Page 1846; Third Amendment recorded in Official Records Book 3731, Page 1477; Fourth Amendment dated February 2, 2016; Fifth Amendment dated April 6, 2021; Sixth Amendment dated July 5, 2022; Memorandum of Amended Lease Agreement recorded in Official Records Book 5164, Page 1905 and Amended Memorandum of Lease Agreement recorded in Official Records Book 6274, Page 2057, Public Records of Osceola County, Florida:

Parcel 1: (Phase 1 & 2)

Commencing at a point on the Northerly right of way line of Patrick Street and the Easterly boundary line of Kissimmee Airport, (being a Found 4" X 4" concrete monument LS 4838), run thence North 00 degrees 08' 52" East, along said Easterly boundary line, a distance of 382.59 feet to the Northwest corner of Lot 9, Airport Subdivision, as filed and recorded in Plat Book 1, Page 374 of the Public Records of Osceola County, Florida, (being a Found 4" X 4" concrete monument No. I.D.); run thence South 85 degrees 11' 17" West, a distance of 530.00 feet to the Point of Beginning; run thence South 89 degrees 07'06" West, a distance of 331.20 feet; run thence North 00 degrees 52' 54" West, a distance of 548.35 feet; run thence North 58 degrees 16' 11" East, a distance of 47.76 feet; run thence North 00 degrees 52'54" West, a distance of 27.84 feet; run thence North 89 degrees 07'05" East, a distance of 46.61 feet; run thence North 58 degrees 16'11" East, a distance of 48.33 feet; run thence North 00 degrees 52'45" West, a distance of 39.95 feet; run thence North 89 degrees 07'15" East, a distance of 66.87 feet; run thence North 58 degrees 16'11" East, a distance of 11.00 feet; run thence North 89 degrees 07'06" East, a distance of 125.77 feet; run thence South 00 degrees 52'54" East, a distance of 671.04 feet to the Point of Beginning.

Said lands situate, lying and being in Osceola County, Florida.

And

Parcel 2: (Phase 3)

A parcel of land lying in Section 20, Township 25 South, Range 29 East, Osceola County, Florida, within the Kissimmee Gateway Airport; being more particularly described as follows:

Commence at the Northeast corner of Lot 10, AIRPORT SUBDIVISION, according to the Plat thereof, as recorded in Plat Book 1, Page 374, of the Public Records of Osceola County, Florida, and run thence North 89 degrees 51'29" West, along the South right of way line of Bryan Street, a distance of 121.38 feet to the Northwest corner of Lot 9, of said AIRPORT SUBDIVISION; thence North 00 degrees 18' 31" East, along the West line of said AIRPORT SUBDIVISION, a distance of 33.92 feet; thence South 89 degrees 06' 46" West, a distance of 161.50 feet; thence North 00 degrees 53' 14" West, a distance of 392.57 feet to the Point of Beginning of the herein described parcel: thence continue North 00 degrees 53'14" West, a distance of 306.31 feet; thence South 89 degrees 06'46" West, a distance of 300.00 feet to a point lying 30.00 feet East, of the Northerly centerline extension of Red Baron Lane; thence South 00 degrees 53'14" East, parallel to and 30.00 feet East of said centerline, a distance of 306.31 feet; thence North 89 degrees 06'46" East, a distance of 300.00 feet to the said Point of Beginning.

Said lands situate, lying and being in Osceola County, Florida

And

Parcel 3: (Phase 4)

A parcel of land lying in Section 20, Township 25 South, Range 29 East, Osceola County, Florida, within the Kissimmee Gateway Airport; being more particularly described as follows:

Commence at the Northeast corner of Lot 10, AIRPORT SUBDIVISION, according to the plat thereof, as recorded in Plat Book 1, Page 374, of the Public Records of Osceola County, Florida, and run thence North 89°51'29" West, along the South right-of-way line of Bryan Street, a distance of 121.38 feet to the Northwest corner of Lot 9, said Airport Subdivision; thence North 00°18'31" East, along the West line of said AIRPORT SUBDIVISION, a distance of 33.92 feet; thence South 89°06'46" West, a distance of 161.50 feet to the Point-of-Beginning of the herein described parcel; thence continue South 89°06'46" West, a distance of 300.00 feet to a point lying 30.00 feet East, of the centerline of Red Baron Lane; thence North 00°53'14" West, parallel to and 30.00 feet East of said centerline, a distance of 392.57 feet; thence North 89°06'46" East, a distance of 300.00 feet; thence South 00°53'14" East, a distance of 392.57 feet to the said Point-of-Beginning.

Said lands situate, lying and being in Osceola County, Florida.

Together with: Right to access, ingress and egress, subject to the reasonable rules and regulations of the City of Kissimmee, Florida, provided in Article VI, under the Fixed Base Operator's Lease Agreement recorded in Official Records Book 2052, Page 1905 and subsequent amendments thereto, Public Records of Osceola County, Florida.

Survey Notes:
1. No Visible evidence of wetland marks on subject property at time of survey.
2. Subject property has direct physical access for vehicular and pedestrian ingress and egress to Red Baron Lane (via asphalt drive as shown).
3. No visible encroachments other than those shown hereon
4. No underground utilities were flagged or located at time of survey.

There are no plottable offsite easements or servitudes that were disclosed in the record documents provided to the surveyor or were observed in the process of conducting the survey.

All areas in Reciprocal Easement Agreements ("REAs") have been denoted on the survey. The limits of any offsite appurtenant easements are also shown on the survey. The limits of any REAs of offsite appurtenant and beneficial easements to the surveyed property are reported, including the location of all buildings, parking spaces, and other improvements thereon.

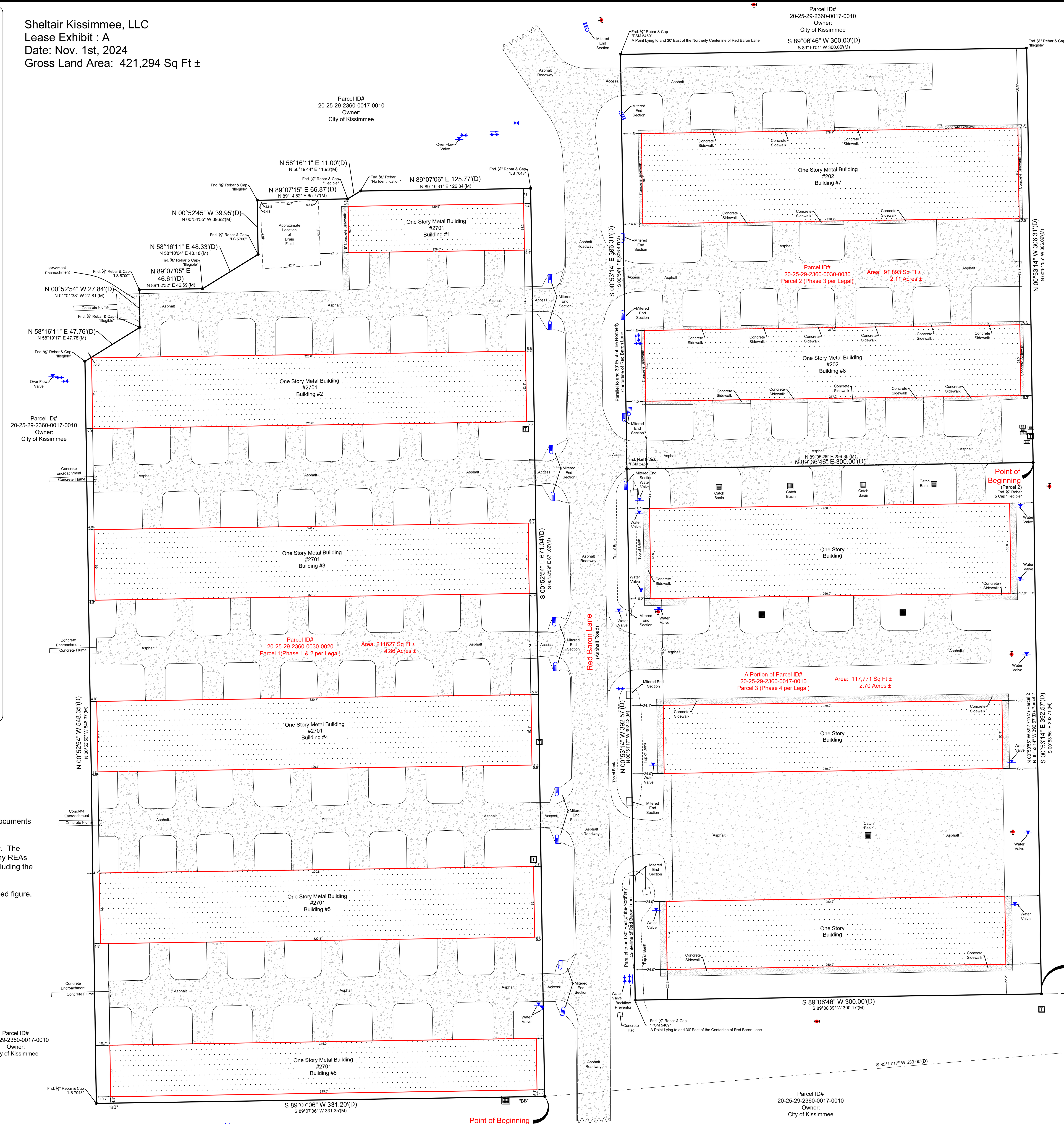
The legal description of each of the parcels described hereon forms a mathematically closed figure.

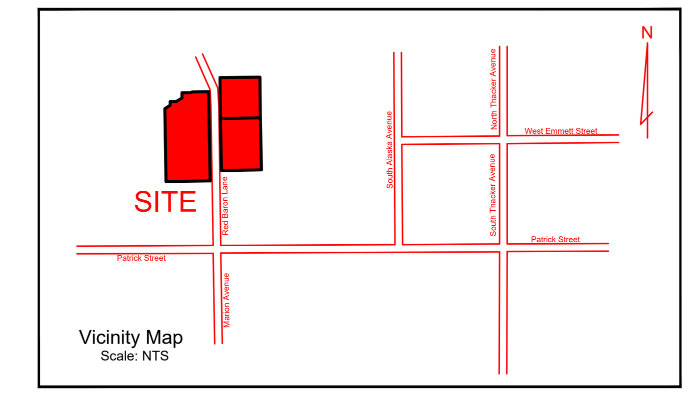
Sheltair Kissimmee, LLC

Lease Exhibit : A

Date: Nov. 1st, 2024

Gross Land Area: 421,294 Sq Ft ±





SCHEDULE B - Part II Exceptions
EXCEPTIONS:

Issued by: Chicago Title Insurance Company
Issuing Agent: Marchena and Graham P.A.
Commitment No.: 10853272
Issuing Office File No.: 9329-043
Effective Date: 4/27/2023 @ 8:00am

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form. *None provided at time of survey.*

2. Taxes and assessments for the year 2023 and subsequent years, which are not yet due and payable.
NOTE: 2022 real property taxes in the gross amount of $0.00 are exempt as to tax id. # R202529-236000170010.
NOTE: 2022 real property taxes in the gross amount of $0.00 are exempt as to tax id. # R202529-236000300020.
NOTE: 2022 real property taxes in the gross amount of $0.00 are exempt as to tax id. # R202529-236000300030.
Not a Survey Matter.

3. Standard Exceptions:
A. Easements, claims of easements, boundary line disputes, overlaps, encroachments or other matters not shown by the public records which would be disclosed by an accurate survey of the Land. *None Observed at Time of Survey. No Underground Improvements Located at Time of Survey.*
B. Rights or claims of parties in possession not shown by the public records. *None provided at time of survey.*
C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records. *Not a Survey Matter.*
D. Taxes or assessments which are not shown as existing liens in the public records. *Not a Survey Matter.*

4. Restrictions, Reservations and Easements as set forth in Quitclaim Deed and Surrender of Lease between The United States of America and the City of Kissimmee, a municipal corporation, recorded December 8, 1947 in Deed Book 124, Page 382; Public Records of Osceola County, Florida; affected by: Supplemental Quitclaim Deed recorded in Deed Book 126, Page 296; and further affected by: Deed of Release recorded in Official Records Book 147, Page 29 and re-recorded in Official Records Book 150, Page 103. *Affects Property - (not plottable).*

5. Resolution recorded in Official Records Book 43, Page 440, Public Records of Osceola County, Florida. *Affects Property (Blanket), Resolution requests the release of the National Emergency use Provision of the quit claims of approximately 177.31 Acres of the Kissimmee Airport. Not a Survey Matter*

6. Easement Deed between City of Kissimmee Airport and Kissimmee Utility Authority, recorded in Official Records Book 2049, Page 2146, Public Records of Osceola County, Florida. (Parcel 1) *Affects Property but cannot be graphically shown.*

7. Terms and Conditions as set forth in Kissimmee Municipal Airport FBO Lease Agreement with Sheltair Kissimmee, LLC, recorded in Official Records Book 2052, Page 1905, Public Records of Osceola County, Florida; amended by: First Amendment recorded in Official Records Book 3691, Page 1842, Second Amendment recorded in Official Records Book 3691, Page 1846; Third Amendment recorded in Official Records Book 3731, Page 1477; Memorandum of Amended Lease Agreement recorded in Official Records Book 5164, Page 1905 and Amended Memorandum of Lease Agreement recorded in Official Records Book 6274, Page 2057. (Parcels 1 and 2) *Affects Property, Not a Survey Matter.*

8. Easement between Kissimmee Airport and the City of Kissimmee, Florida, a Municipal corporation, recorded in Official Records Book 2076, Page 2799, Public Records of Osceola County, Florida. *Affects Property but cannot be graphically shown.*

9. MOVED TO INFORMATIONAL NOT BELOW.

10. INTENTIONALLY DELETED.

11. Tohopekaliga Water Authority Water and Wastewater System Developer's Service Agreement between Holland Builders, as Developer, and Tohopekaliga Water Authority, Special District, recorded in Official Records Book 3703, Page 1390, Public Records of Osceola County, Florida. (Parcel 2) *Affects Parcel 2 (Blanket)*

12. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements. *Not a Survey Matter.*

-Legend-

Note:
The surveyed parcel and legal description describe the same property as insured in the Chicago Title Insurance Company Commitment No. 10853272 with an effective date of March 20, 2023, or any exceptions have been noted herein. All easements, covenants and restrictions referenced in said title commitment or apparent from a physical inspection of the site or otherwise known to me have been plotted hereon (to the extent plottable) or otherwise noted as to their effect on the subject property

Notes:
There are no plottable offsite easements or servitudes that were disclosed in the record documents provided to the surveyor or were observed in the process of conducting the survey.

All areas in Reciprocal Easement Agreements ("REAs") have been denoted on the survey. The limits of any offsite appurtenant easements are also shown on the survey. The limits of any REAs of offsite appurtenant and beneficial easements to the surveyed property are reported, including the location of all buildings, parking spaces, and other improvements thereon.

The legal description of each of the parcels described hereon forms a mathematically closed figure.

Graphic Scale
0' 20' 40' 80'
Scale: 1"=40'

ALTA/NSPS Land Title Survey
Boundary Survey

Flood Zone: Said described property is located within an area having a Zone Designation X by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No.12097C0066G, with a date of identification of 06/18/2013, for Community Number 120190, in City of Kissimmee, in Osceola County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said property is situated.

SITE ADDRESS: 2701 Patrick Street, Kissimmee, FL (Parcel ID# 20-25-29-2360-0030-0020)
Dyer Boulevard, Kissimmee, FL (Parcel ID# 20-25-29-2360-0030-0030)
202 Dyer Boulevard, Kissimmee, FL (Parcel ID# 20-25-29-2360-0017-0010)

Gross Land Area:	421,294 Square Feet or 9.671 Acres more or less
Setback Requirements:	Front: 25' Side: 10' Rear: 15'/25'
Zoning:	AO (Airport Operations)
Square footage of Buildings:	116,341 Square Feet more or less
Parking Space Size:	(Standard) No Parking Stripes found at time of Survey (Handicap) No Parking Stripes found at time of Survey

In the process of conducting the fieldwork, no evidence of earth moving work, building construction or building additions within recent months were observed.
No changes in street right of way lines, completed or proposed were observed. In the process of conducting the fieldwork, no evidence of recent street or sidewalk construction or repairs were observed.
In the process of conducting the fieldwork, no evidence of site use as a solid waste dump, sump or sanitary landfill were observed.
In the process of conducting the fieldwork, no evidence of cemeteries and/or burial grounds were observed.
In the process of conducting the fieldwork, no evidence of any water features were observed.
In the process of conducting the fieldwork, no evidence of wetland delineation markers were observed.
Vehicular Access to Subject Property is provided by:
Red Baron Lane

Revisions
Updated Survey - 05/19/23 - TCK
Updated Legal Description - 05/26/23 - BRJ
Updated Access & Item 11 - 05/26/23 - BRJ
Revised Item #4 - 05/30/23 - BRJ
Update Parcel 3 (Phase 4) Only - 09/17/24 - TCD
Add Parcel Areas - 9/24/24 - TCD

Field Date: 1/23/23	Date Completed: 1/24/23
Drawn By: SP	File Number: IS-113726

-Legend-

C	- Calculated	PC	- Point of Curvature
℄	- Centerline	Pg.	- Page
CB	- Concrete Block	PI	- Point of Intersection
CM	- Concrete Monument	P.O.B.	- Point of Beginning
Conc.	- Concrete	P.O.L.	- Point on Line
D	- Description	PP	- Power Pole
DE	- Drainage Easement	PRM	- Permanent Reference Monument
Esmt.	- Easement	PT	- Point of Tangency
F.E.M.A.	- Federal Emergency Management Agency	R	- Radius
FFE	- Finished Floor Elevation	Rad.	- Radial
Fnd.	- Found	R&C	- Rebar & Cap
IP	- Iron Pipe	Rec.	- Recovered
L	- Length (Arc)	Rfd.	- Roofed
M	- Measured	Set Rebar	- Set ½" Rebar & Cap "LB 7623"
N&D	- Nail & Disk	Typ.	- Typical
N.R.	- Non-Radial	UE	- Utility Easement
ORB	- Official Records Book	WM	- Water Meter
P	- Plat	△	- Delta (Central Angle)
P.B.	- Plat Book		
	- Wood Fence		- Chain Link Fence

-Notes-
>Survey is Based upon the Legal Description Supplied by Client.
>The parcels contained in the legal description and shown hereon are contiguous to each other along their common boundary lines, without any discrepancies, shortages in area, boundary line conflicts, gaps, gores or overlaps
>Except as shown hereon, there are no apparent encroachments onto adjoining premises, streets, alleys or easement areas by any buildings, structures or other improvements, and no encroachments onto the Premises by buildings, structures or other improvements situated on adjoining premises."
>Bearing Basis shown hereon, is Assumed and Based upon the Line Denoted with a "BB".
>Building Ties are NOT to be used to reconstruct Property Lines.
>Fence Ownership is NOT determined.
>Roof Overhangs, Underground Utilities and/or Footers have NOT been located UNLESS otherwise noted.
>Septic Tanks and/or Drainfield locations are approximate and MUST be verified by appropriate Utility Location Companies.
>Use of This Survey for Purposes other than Intended, Without Written Verification, Will be at the User's Sole Risk and Without Liability to the Surveyor. Nothing Hereon shall be Construed to give ANY Rights or Benefits to Anyone Other than those Certified.

ALTA/NSPS CERTIFICATION

Certified to: SHELTAIR AVIATION SERVICES LLLP; SHELTAIR KISSIMMEE, LLC; MARCHENA AND GRAHAM, P.A.; MOORE & VAN ALLEN, PLLC; CHICAGO TITLE INSURANCE COMPANY; Truist Bank, a North Carolina banking corporation as administrative agent, together with its successors and assigns:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 6, 7(a), 7(b)(1), 7(c), 8, 9, 10, 11, 13, 14, 16, 17, 18 and 19 of Table A thereof.

The fieldwork was completed on 01/23/2023.

Date of Plat or Map: 05/18/2023.

Patrick K. Ireland

Patrick K. Ireland, PSM 6637

FOR THE FIRM

LB# 7623

PATRICK IRELAND CERTIFICATE NO. 6637 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR & MAPPER

This Survey is intended ONLY for the use of Said Certified Parties.

Ireland & Associates Surveying, Inc.

800 Currency Circle Suite 1020
Lake Mary, Florida 32746
www.irelandsurveying.com
Office: 407.678.3366
Fax: 407.320.8165

ITEM 7.L
Tohopekaliga Water Authority Utility Easement at Kissimmee Gateway Airport

Request

Approve Tohopekaliga Water Authority Utility Easement at Kissimmee Gateway Airport.

Explanation

Tohopekaliga Water Authority requests an underground utility easement for water lines serving the newly constructed aircraft hangars, managed by Sheltair Kissimmee, LLC. The easement is for the purpose of ingress and egress to and installing, maintaining, repairing, refiguring, or reconstructing water and wastewater utilities and associated facilities within the easement. City Attorney has reviewed and approved the Easement Agreement document.

Recommendation

Approval Tohopekaliga Water Authority Utility Easement at Kissimmee Gateway Airport.

<u>REQUESTED CITY COMMISSION ACTION:</u>

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) TWA Utility Easement + Exhibit A

Prepared by and after recording return to:
Office of the General Counsel
Tohopekaliga Water Authority
951 Martin Luther King Blvd.
Kissimmee, Florida 34741

Parcel ID No.:

-------------------------------- (Space above this line for recording data) --------------------------------

EASEMENT

THIS EASEMENT is made and granted this _____ day of _________________ 2024, by the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter the "Grantor,"to the **TOHOPEKALIGA WATER AUTHORITY**, an independent special district, established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741, hereinafter "TWA" or "Grantee".

WITNESSETH:

For and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby authorize the use of and hereby grants to TWA, its successors and assigns, a non-exclusive utility easement across a parcel of real property in Osceola County, Florida, as more particularly described in Exhibit A appended hereto and incorporated herein for the purpose of ingress and egress to and installing, maintaining, repairing, refiguring, or reconstructing water and wastewater utilities and associated facilities within the easement.

Grantor may continue to use the surface of the easement areas for any lawful purposes that do not unreasonably interfere with the easement rights granted herein including the right to improve the easement areas, which improvements may include parking, paving, sidewalks, lighting, landscaping, green spaces, recreational areas, and drive aisles for motor-vehicles upon notice to and written approval from TWA.

The use of the utility easement granted herein does not run to the public and no rights hereunder are granted or approved except for the purposes and use by TWA, and its agents, successors and assigns for the uses and purposes stated herein.

Grantee will, at its sole cost and expense, restore the surface of all disturbed areas on the utility easement to its original condition as near as is reasonably practicable, the damage or disturbance to which shall have been occasioned by the maintenance, operation, repair, inspection, replacement or removal of the water and wastewater utilities and associated facilities within the easement or other exercise by the Grantee of its rights under this Easement.

Grantor shall not place any permanent structures or improvements such as buildings or foundations on, over, or across the easement. Grantee shall have the right and authority to clear the easement area of trees, limbs, vegetation, or other physical objects which endanger or interfere with the safe or efficient installation, operation, or maintenance of facilities existing within the easement.

Grantor warrants that it is the record owner of the lands, and has the power and authority to grant this easement.

By delivery and acceptance hereof, the parties and their successors intend to and shall be bound by the terms and conditions hereof.

Signature Page to Follow

IN WITNESS WHEREOF, the Grantor has authorized and caused the execution of this instrument as of the date first above written.

WITNESSES:

GRANTOR:
CITY OF KISSIMMEE, FLORIDA:

____
Witness #1

____
Olga Gonzalez, Mayor- Commissioner

____
Witness #1 printed name

____
Witness #2

____
Witness #2 printed name

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of ________________ 2024, by Olga Gonzalez, as Mayor of the City of Kissimmee, who is personally known to me.

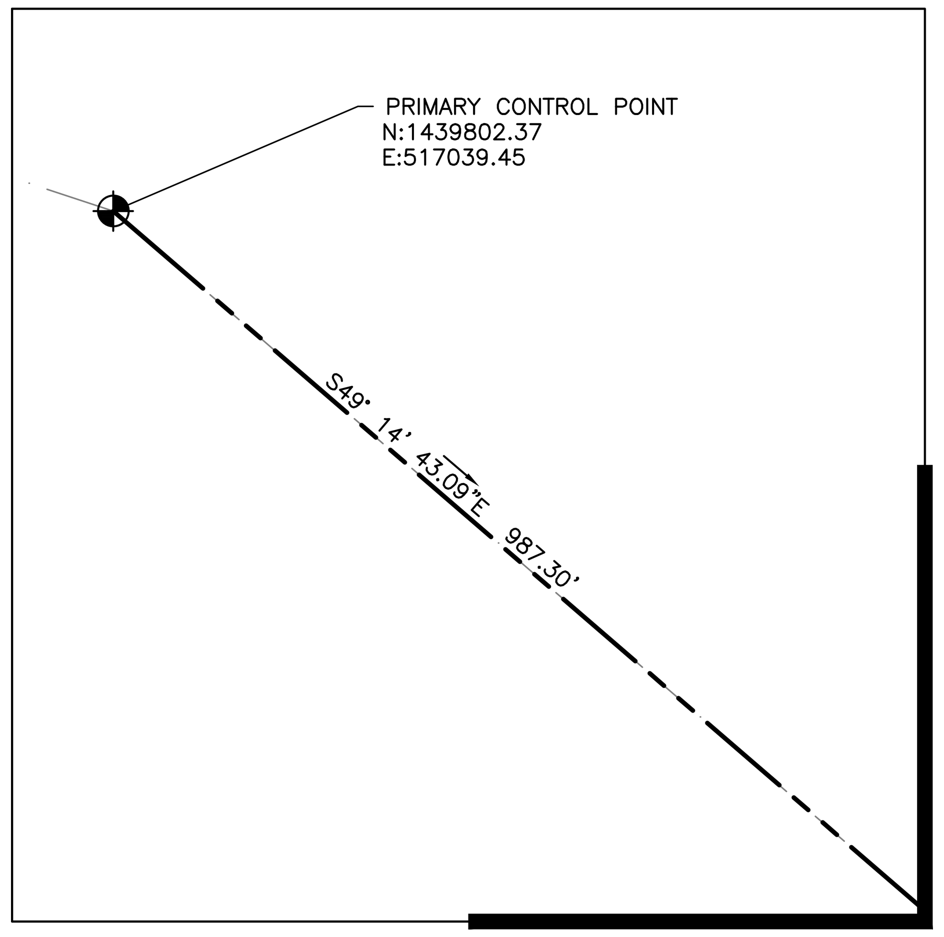
(Seal)

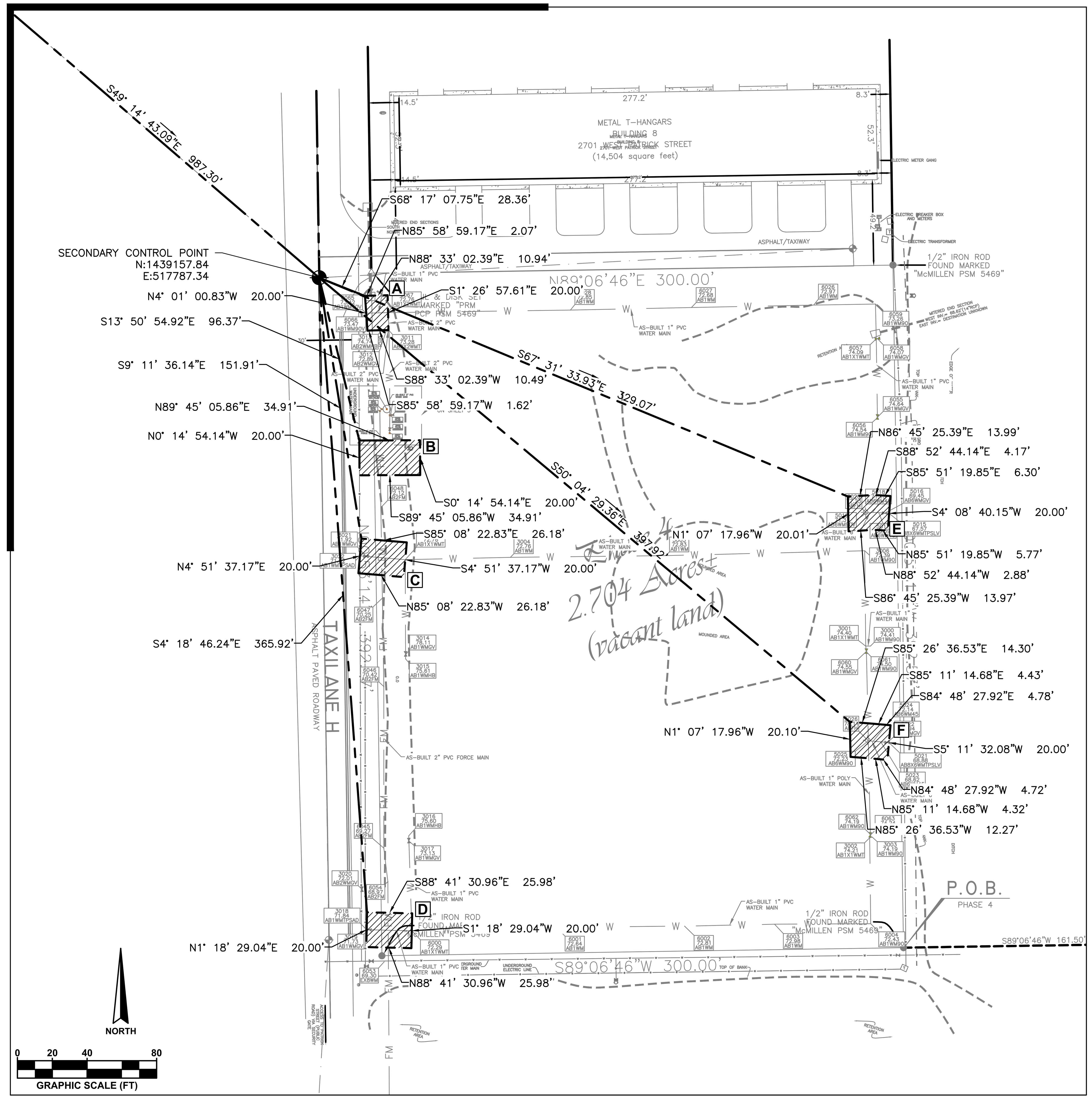
____
Signature of Notary Public

____
Name of Notary Typed, Printed or Stamped

EXHIBIT A

[Sketch and Legal]





LEGAL DESCRIPTION

BEGIN LEGAL DESCRIPTION OF UTILITY EASEMENT METES AND BOUNDS:

A. START AT PRIMARY CONTROL POINT AT FLORIDA STATE PLANE, EAST ZONE, NAD 83 DATUM, US SURVEY FOOT, NORTHING 1439802.37, EASTING 517039.45, LOCATED ON PROPERTY OF CITY OF KISSIMMEE GATEWAY AIRPORT; THENCE SOUTH 49°14'43" EAST, 987.30 FEET TO THE SECONDARY CONTROL POINT, NORTHING 1439157.84; EASTING 517787.34; THENCE (1) SOUTH 68°17'08" EAST, 28.36 FEET TO A POINT OF NON-TANGENCY; THENCE (2) NORTH 85°58'59" EAST, 2.07 FEET TO A POINT OF NON-TANGENCY; THENCE (3) NORTH 88°33'02" EAST, 10.94 FEET TO A POINT OF NON-TANGENCY; THENCE (4) SOUTH 1°26'58" EAST, 20.00 FEET TO A POINT OF NON-TANGENCY; THENCE (5) SOUTH 88°33'02" WEST, 10.49 FEET TO A POINT OF NON-TANGENCY; THENCE (6) SOUTH 85°58'59" WEST, 1.62 FEET TO A POINT OF NON-TANGENCY; THENCE (7) NORTH 4°01'01" WEST, 20.00 FEET;

B. START AT PRIMARY CONTROL POINT AT FLORIDA STATE PLANE, EAST ZONE, NAD 83 DATUM, US SURVEY FOOT, NORTHING 1439802.37, EASTING 517039.45, LOCATED ON PROPERTY OF CITY OF KISSIMMEE GATEWAY AIRPORT; THENCE SOUTH 49°14'43" EAST, 987.30 FEET TO THE SECONDARY CONTROL POINT, NORTHING 1439157.84; EASTING 517787.34; THENCE (1) SOUTH 13°50'55" EAST, 96.37 FEET TO A POINT OF NON-TANGENCY; THENCE (2) NORTH 89°45'06" EAST, 34.91 FEET TO A POINT OF NON-TANGENCY; THENCE (3) SOUTH 0°14'54" EAST, 20.00 FEET TO A POINT OF NON-TANGENCY; THENCE (4) SOUTH 89°45'06" WEST, 34.91 FEET TO A POINT OF NON-TANGENCY; THENCE (5) NORTH 0°14'54" WEST, 20.00 FEET;

C. START AT PRIMARY CONTROL POINT AT FLORIDA STATE PLANE, EAST ZONE, NAD 83 DATUM, US SURVEY FOOT, NORTHING 1439802.37, EASTING 517039.45, LOCATED ON PROPERTY OF CITY OF KISSIMMEE GATEWAY AIRPORT; THENCE SOUTH 49°14'43" EAST, 987.30 FEET TO THE SECONDARY CONTROL POINT, NORTHING 1439157.84; EASTING 517787.34; THENCE (1) SOUTH 9°11'36" EAST, 151.91 FEET TO A POINT OF NON-TANGENCY; THENCE (2) SOUTH 85°08'23" EAST, 26.18 FEET TO A POINT OF NON-TANGENCY; THENCE (3) SOUTH 4°51'37" WEST, 20.00 FEET TO A POINT OF NON-TANGENCY; THENCE (4) NORTH 85°08'23" WEST, 26.18 FEET TO A POINT OF NON-TANGENCY; THENCE (5) NORTH 4°51'37" EAST, 20.00 FEET;

D. START AT PRIMARY CONTROL POINT AT FLORIDA STATE PLANE, EAST ZONE, NAD 83 DATUM, US SURVEY FOOT, NORTHING 1439802.37, EASTING 517039.45, LOCATED ON PROPERTY OF CITY OF KISSIMMEE GATEWAY AIRPORT; THENCE SOUTH 49°14'43" EAST, 987.30 FEET TO THE SECONDARY CONTROL POINT, NORTHING 1439157.84; EASTING 517787.34; THENCE (1) SOUTH 4°18'46" EAST, 365.92 FEET TO A POINT OF NON-TANGENCY; THENCE (2) SOUTH 88°41'31" EAST, 25.98 FEET TO A POINT OF NON-TANGENCY; THENCE (3) SOUTH 1°18'29" WEST, 20.00 FEET TO A POINT OF NON-TANGENCY; THENCE (4) NORTH 88°41'31" WEST, 25.98 FEET TO A POINT OF NON-TANGENCY; THENCE (5) NORTH 1°18'29" EAST, 20.00 FEET;

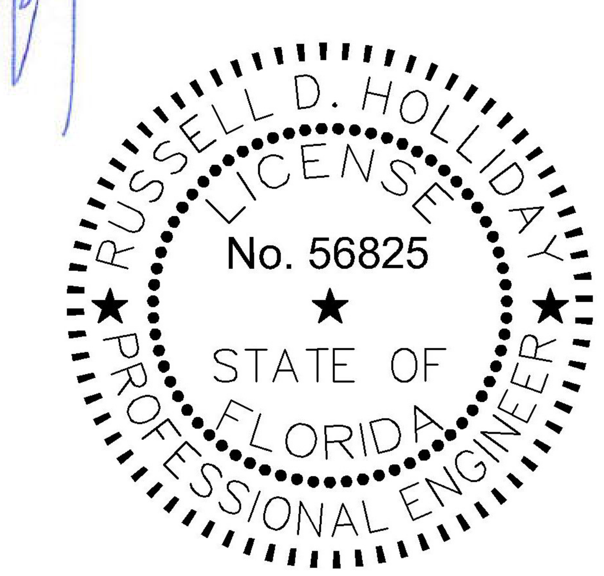
E. START AT PRIMARY CONTROL POINT AT FLORIDA STATE PLANE, EAST ZONE, NAD 83 DATUM, US SURVEY FOOT, NORTHING 1439802.37, EASTING 517039.45, LOCATED ON PROPERTY OF CITY OF KISSIMMEE GATEWAY AIRPORT; THENCE SOUTH 49°14'43" EAST, 987.30 FEET TO THE SECONDARY CONTROL POINT, NORTHING 1439157.84; EASTING 517787.34; THENCE (1) SOUTH 67°31'34" EAST, 329.07 FEET TO A POINT OF NON-TANGENCY; THENCE (2) NORTH 86°45'25" EAST, 13.99 FEET TO A POINT OF NON-TANGENCY; THENCE (3) SOUTH 88°52'44" EAST, 4.17 FEET TO A POINT OF NON-TANGENCY; THENCE (4) SOUTH 85°51'20" EAST, 6.30 FEET TO A POINT OF NON-TANGENCY; THENCE (5) SOUTH 4°08'40" WEST, 20.00 FEET TO A POINT OF NON-TANGENCY; THENCE (6) NORTH 85°51'20" WEST, 5.77 FEET TO A POINT OF NON-TANGENCY; THENCE (7) NORTH 88°52'44" WEST, 2.88 FEET TO A POINT OF NON-TANGENCY; THENCE (8) SOUTH 86°45'25" WEST, 13.97 FEET TO A POINT OF NON-TANGENCY; THENCE (9) NORTH 1°07'18" WEST, 20.01 FEET;

F. START AT PRIMARY CONTROL POINT AT FLORIDA STATE PLANE, EAST ZONE, NAD 83 DATUM, US SURVEY FOOT, NORTHING 1439802.37, EASTING 517039.45, LOCATED ON PROPERTY OF CITY OF KISSIMMEE GATEWAY AIRPORT; THENCE SOUTH 49°14'43" EAST, 987.30 FEET TO THE SECONDARY CONTROL POINT, NORTHING 1439157.84; EASTING 517787.34; THENCE (1) SOUTH 50°04'29" EAST, 397.92 FEET TO A POINT OF NON-TANGENCY; THENCE (2) SOUTH 85°26'37" EAST, 14.30 FEET TO A POINT OF NON-TANGENCY; THENCE (3) SOUTH 85°11'15" EAST, 4.43 FEET TO A POINT OF NON-TANGENCY; THENCE (4) SOUTH 84°48'28" EAST, 4.78 FEET TO A POINT OF NON-TANGENCY; THENCE (5) SOUTH 5°11'32" WEST, 20.00 FEET TO A POINT OF NON-TANGENCY; THENCE (6) NORTH 84°48'28" WEST, 4.72 FEET TO A POINT OF NON-TANGENCY; THENCE (7) NORTH 85°11'15" WEST, 4.32 FEET TO A POINT OF NON-TANGENCY; THENCE (8) NORTH 85°26'37" WEST, 12.27 FEET TO A POINT OF NON-TANGENCY; THENCE (9) NORTH 1°07'18" WEST, 20.10 FEET;

[END OF LEGAL DESCRIPTION]

G. ENGINEER'S NOTES (AVCON, INC.):
1. THIS IS A SPECIFIC PURPOSE SKETCH AND LEGAL DESCRIPTION OF METES AND BOUNDS FOR AN EASEMENT OVER UNDERGROUND UTILITIES BUILT ON PROPERTY OWNED BY THE CITY OF KISSIMMEE, FLORIDA, GATEWAY AIRPORT. THE INTENDED PURPOSE IS TO PROVIDE MAINTENANCE ACCESS BY THE TOHOPEKALIGA WATER AUTHORITY. NO OTHER PURPOSE IS INTENDED OR IMPLIED. REFERENCE SKETCH: SK-1, AVCON PROJECT NO 2018.161.04.
2. THIS IS NOT A PROPERTY OR BOUNDARY SURVEY.
3. ORIGINAL CONTROL POINTS, UTILITY BASE, AND CONTROL FOUND AND SURVEYED BY MCMILLEN SURVEYING, INC., WILLISTON, FL.
4. AS-BUILT UTILITY SURVEY PROVIDED BY DONOGHUE CONSTRUCTION LAYOUT, LLC, ALTAMONTE SPRINGS, FLORIDA.
5. EASEMENT DIMENSION IS 20 FEET, MORE OR LESS, CENTERED ON THE UTILITY CENTERLINE.
6. THIS IS NOT A RECORD DRAWING.

XREFS: x1901403_tb x1901403_prop_util 1913_AB_FM-WM_R4 x1901403_surv
V:\2019\2019.014.03 - SHELTAIR ISM - THANGAR SITE\2019.014.03 - CADD\1901403035_UtilityLegalSketch.dwg 10/11/2024 10:18 AM



This item has been digitally signed and sealed by RUSSELL D. HOLLIDAY, PE on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

LEGEND

	SURVEY CONTROL POINT
	EASEMENT
A	EASEMENT LABEL
	TRAVERSE LINE

SFWMD PERMIT #49-105952-P
DRC#21-00106

KISSIMMEE GATEWAY AIRPORT
closest to the magic of central florida

SHELTAIR AVIATION FACILITIES

AVCON

AVCON, INC.
ENGINEERS & PLANNERS
5555 E. MICHIGAN ST., SUITE 200 • ORLANDO, FL 32822-2779
OFFICE: (407) 599-1122 • FAX: (407) 599-1133
CORPORATE CERTIFICATE OF AUTHORIZATION NUMBER: 5057
www.avconinc.com

KISSIMMEE GATEWAY AIRPORT
SHELTAIR KISSIMMEE,LLC
T-HANGAR DEVELOPMENT

HANGAR PROJECT PHASE 4

EXHIBIT A
UTILITY EASEMENT SKETCH AND LEGAL DESCRIPTION

SCALE(US SVY FT): GRAPHIC

REVISIONS:

NO.	DATE	BY	DESCRIPTION
1	12/17/21	RHP	COK DRC COMMENTS
2	06/02/22	RHP	COK DRC COMMENTS 2

DESIGNED BY:	RDH
DRAWN BY:	MJT
CHECKED BY:	RDH
APPROVED BY:	SS
DATE:	OCTOBER 14, 2024

CADD 1901403035_UtilityLegalSketch
AVCON PROJECT NO. 2019.014.03

DRAWING
SK-1

ITEM 8.A
(DKCRA) Second Amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency (DKCRA) and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

Request

Approval of the Second Amendment to the Master Development Agreement #20250070 between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency, and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

Explanation

In 2020, the City issued RFQ2020- 006 for the Beaumont Redevelopment Site, to solicit a qualified private sector master developer to spearhead the redevelopment project to include varying medium and high-density residential unit types, and mixed use and commercial buildings to compliment the nearby Medical Arts District.

In 2021, the City Commission approved the Master Development Agreement (MDA) between the City of Kissimmee, the CRA and Skyview Kissimmee Developer, LLC for the three-phase Beaumont Redevelopment Project. The purpose of the MDA was to establish the responsibilities of the parties, development schedule, applicable development regulations and standards, and to memorialize the public-private partnership created for the project, including incentives and associated obligations.

In 2022, the City Commission adopted the first amendment to the MDA. As Phase 1 of the project comes to a close, the involved parties are laying the groundwork for Phase 2 of the project. Phase 2 of the project will feature a state-of-the-art medical office building encompassing 100,000 square feet and rising 4 to 5 stories. Complementing the building will be a spacious parking garage, designed to accommodate 500 vehicles, including 100 private spaces and 400 public spaces. This phase is projected to create approximately 500 jobs, with an average annual salary of $85,000, significantly contributing to the local economy. Additionally, the facility is expected to facilitate around 381,000 annual patient visits, underscoring its vital role in enhancing healthcare access and services within the community.

In accordance with the MDA, the Second Amendment provides for the following modifications to the MDA:

1. The MDA allows the parties to reorder the development sequence of the Project in response to market orientation and demand, competition, and other factors. The Parties have determined relevant factors favor development of Phase 3 before Phase 2, and favor including a parking structure in Phase 3.
2. The MDA allows for economic development incentivizes for workforce housing. In keeping with the City's purpose to incentivize the public-private partnership underlying the MDA, the City has agreed to fund costs of the parking structure in the amount of $9 million, which the City will own subject to the conditions and requirements of this Amendment.

Recommendation

Staff recommends the Downtown Kissimmee Community Redevelopment Agency approve the Second Amendment to the Master Development Agreement #20250070 between the City of

Kissimmee, Downtown Kissimmee Community Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Economic Development
Presenter: Samia Singleton

Attachment(s):
1. (S) Second Amendment Master Development Agreement_COK_DKCRA_Skyview

Prepared by and to be returned after recording to:

Jim Pratt, Esquire
Kirton McConkie
2600 W. Executive Parkway, Suite 400
Lehi, UT 84043

[The space above this line is reserved for use by the recording clerk.]

SECOND AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This Second Amendment to Master Development Agreement ("**Amendment**") is entered into as of ________________________, 2024 (the "**Amendment Effective Date**") by **THE CITY OF KISSIMMEE**, a Florida Municipal Corporation, ("**City**") **THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a special district created pursuant to Part III, Chapter 163, Florida Statutes, ("**Agency**") and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, ("**SkyView**").

References below to the "Parties" mean all of City, Agency, and SkyView, collectively. References below to a "Party" mean any or each of City, Agency, and SkyView, as appropriate in the context.

BACKGROUND

A. City and SkyView entered into that certain Master Development Agreement dated as of December 21, 2021 (the "**Original Agreement**"). The Original Agreement was subsequently amended by a Certain First Amendment to Master Development Agreement dated October 4, 2022 (the "**First Amendment**"). The Original Agreement and First Amendment are referred to collectively in this Amendment as the "MDA."

B. The MDA details a collaboration among the Parties as authorized by City's Downtown Kissimmee Community Redevelopment Plan. Through the MDA, the Parties agree to work in collaboration to develop the Project to compliment the adjacent Medical Arts District, improve overall infrastructure, and catalyze growth on and around the Beaumont Development Parcel.

C. The Closing for Phase 1 of the Beaumont Development Parcel has occurred, and the development of Phase 1 as a multi-family community is nearing completion. Accordingly, the Parties are making plans for the Closing and development of the next phase of the Project.

D. The MDA allows the Parties to reorder the development sequence of the Project in response to market orientation and demand, competition, and other factors. The Parties have determined relevant factors favor development of Phase 3 before Phase 2, and favor including a parking structure in Phase 3.

[The space above this line is reserved for use by the recording clerk.]

E. Further, in keeping with City's purpose to incentivize the public-private partnership underlying the MDA, City has agreed to fund costs of the parking structure which structure the City will own subject to the conditions and requirements of this Amendment.

NOW, THEREFORE, in consideration of the foregoing explanation and of the mutual covenants and agreements set forth below and in the MDA, the Parties hereby modify and amend the MDA as follows:

1. **Definitions**. Capitalized terms used but not defined herein shall have the same meanings ascribed therefor in the MDA.

2. **Commencement Date**. The Commencement Date prescribed in Section 8 of the First Amendment (and in Sections 2.08 and 3.01 of the Original Agreement) is October 4, 2022, the date of the City's approval of the First Amendment.

3. **Substitution of Overall Site Plan**. The Exhibit "A" attached hereto replaces and supersedes the Exhibit B (Conceptual Plan Beaumont Redevelopment Parcel) prescribed by the MDA.

    a. References in the MDA to "Exhibit B," "conceptual plan," "overall site plan," "Conceptual Plan Beaumont Redevelopment Parcel," and other references to the plan identified as Exhibit B in the MDA shall be deemed to refer to the Exhibit "A" attached hereto.

    b. The proposed uses and designs depicted on Exhibit "A" attached hereto, including without implied limitation the widths of the right-of-ways, are consistent and comply with City's Comprehensive Plan and CRA Design and Technical Standards, and are compatible with City's adopted Form Based Code, as approved pursuant to DRC application # SP-22-001 on May 3, 2022.

4. **Development Schedule**. The Exhibit "B" attached hereto replaces and supersedes the Exhibit E (Development Schedule) prescribed by the MDA. References in the MDA to "Exhibit E," "Development Schedule," and other references to the schedule identified as Exhibit E by the MDA shall be deemed to refer to the revised schedule attached hereto as Exhibit "B".

5. **Phase 3**. Pursuant to Section 4.02 of the Original Agreement, the Parties have determined to reorder the development sequence to develop Phase 3 before development of Phase 2. Market orientation and demand, existing opportunities, competition, and other factors impel this reordering of the development sequence. The Parties agree as follows:

[The space above this line is reserved for use by the recording clerk.]

a. In Phase 3, Developer will construct both a medical office building of up to one hundred thousand (100,000) gross square feet ("**Office Building**") and a parking structure to support the Office Building containing five hundred (500) parking spaces ("**Parking Structure**") in the locations generally depicted on Exhibit "A" attached hereto.

b. Exhibit "B" attached hereto prescribes the development schedule for Phase 3 and for remaining undeveloped Phases of the Project. In keeping with City's policy to incentivize the public-private partnership underlying the MDA, City will fund nine million and no/100 dollars ($9,000,000) of the cost of the Parking Structure as reflected on attached Exhibit "C" (the "**City Garage Payment**"). References in the MDA to "Exhibit "D"' shall be deemed to refer to the revised schedule attached hereto as Exhibit "C".

c. The Parties will subject the Parking Structure to condominium ownership with Developer and its successors owning and having exclusive use of 100 first floor parking spaces. City will own the remaining parking spaces, which will be used by occupants of the Office Building (and their employees, invitees, and other visitors) and by the general public. The spaces in the Parking Structure will be counted to satisfy the parking requirements of the Office Building but will not be counted to satisfy parking requirements for any other development or property.

6. **Extension**. Section 3.02 of the MDA is amended to extend the Initial Term as applied to Phase 3 and Phase 2 as reflected on Exhibit "B" attached to this Amendment.

7. **Ratification**. City and Agency confirm the Findings of Fact set forth in the MDA also justify the modifications to the MDA made by this Amendment. The Parties hereby ratify and confirm the MDA, subject to the modifications effectuated by this Amendment. All provisions of the MDA not modified by this Amendment will remain in full force and effect and remain unchanged by the terms of this Amendment. To the extent of any inconsistency between the Amendment and the MDA, the terms and conditions of this Amendment shall control.

8. **Severability**. If any provision of this Amendment is found to be invalid or unenforceable, that provision will be severed from this Amendment and the remainder of this Amendment will continue to be binding and enforceable.

9. **Counterparts**. This Amendment may be executed in multiple counterparts. The signature of any Party to a counterpart shall be deemed to be the signature to, and may be appended to, any other counterpart. A Party shall be bound by this Amendment by executing a

counterpart hereof, then transmitting the executed counterpart to the other Parties via email in .pdf or similar format.

10. **Further Assurances**. Each Party will, without additional consideration, sign, acknowledge, and deliver any other document[s] and take any other action necessary or appropriate and reasonably requested by another Party to carry out the intent and purpose of this Amendment and the MDA.

11. **Final Approval**. This Amendment is expressly subject to, and shall not be or become effective or binding on, City or Agency until approved by City's City Commission and Agency's Board of Commissioners and is fully executed on behalf of City and Agency and any appeal period, if applicable, has expired.

12. **SkyView Authority**. The individual executing this Amendment on behalf of SkyView represents and warrants that he or she is duly authorized to execute on behalf of and bind SkyView to this Amendment.

13. **Exhibits**. The following Exhibits referenced above are attached to, incorporated in, and form a material part of this Amendment:

    a. Exhibit "A" (the Overall Site Plan).
    b. Exhibit "B" (Revised Development Schedule).
    c. Exhibit "C" (Revised Responsibilities for Ancillary Public Improvements).

[The Parties have signed on the following pages.]

[The space above this line is reserved for use by the recording clerk.]

[signature page for Second Amendment to Master Development Agreement]

ATTEST:	**CITY OF KISSIMMEE**
By: ____________________ City Clerk	By: ____________________ Print name:
Print name: ____________________	As its: ____________________
ATTEST:	**DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**
By: ____________________ City Clerk	By: ____________________ Print name:
Print name: ____________________	As its: ____________________

[The space above this line is reserved for use by the recording clerk.]

[signature page for Second Amendment to Master Development Agreement]

WITNESSES SIGNATURES:

Signature: ______________________

Print name: STEVE STONE

Address: 366 N BEAUMONT AVE
KISSIMMEE, FL 34741

Signature: ______________________

Print name: DAVID HARMON

Address: 366 N BEAUMONT AVE
KISSIMMEE, FLORIDA 34741

SKYVIEW KISSIMMEE DEVELOPER LLC

By: ______________________

Print name: Stephen Liberty

As its: Authorized Person

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☑ physical presence or ☐ online notarization on OCTOBER 29TH, 2024, by STEPHEN LIBERTY, as AUTHORIZED PERSON of **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, on behalf of the company. He/She ☑ is personally known to me or ☐ has produced ______________________, as identification.

____
SIGNATURE OF NOTARY

MERRA EMMONS
PRINT NAME OF NOTARY

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

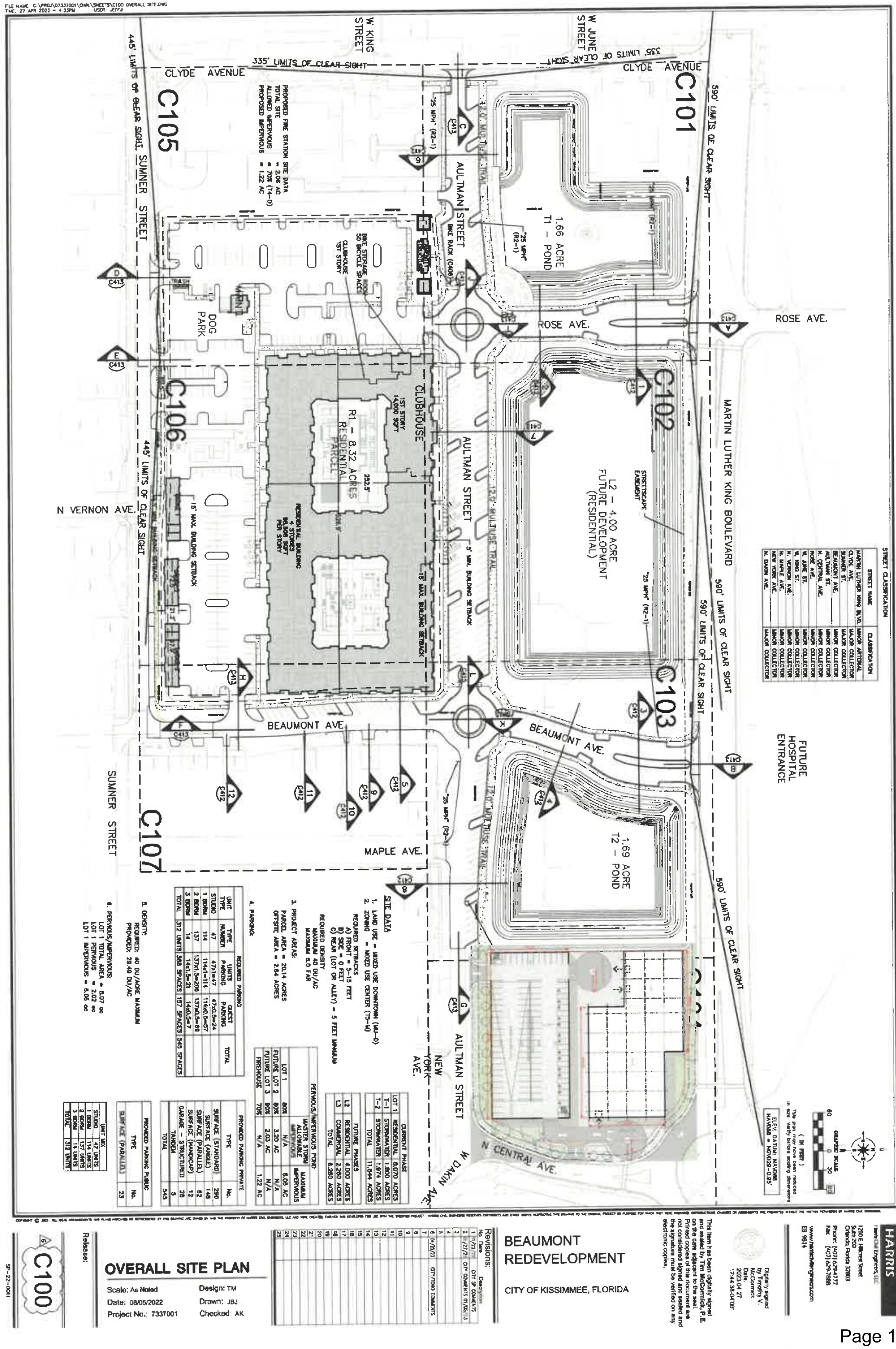
My Commission Expires: 03/04/2025

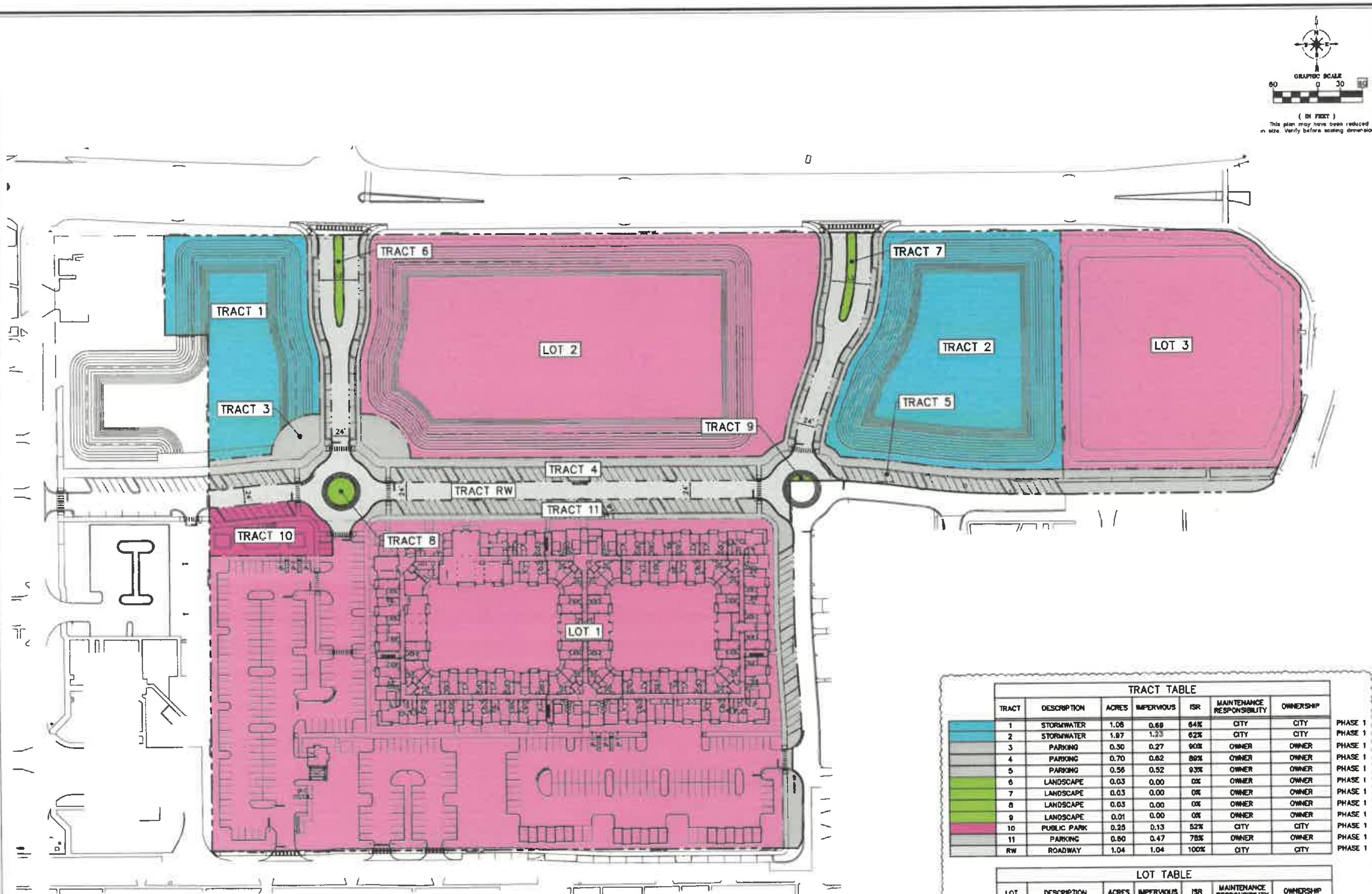
Notary Public State of Florida
Merra Emmons
My Commission HH 100922
Expires 03/04/2025

[The space above this line is reserved for use by the recording clerk.]

EXHIBIT "A" (THE OVERALL SITE PLAN)

4874-3427-9152.v1


OVERALL SITE PLAN
BEAUMONT REDEVELOPMENT
CITY OF KISSIMMEE, FLORIDA
Scale: As Noted
Date: 08/05/2022
Project No.: 733T001
Design: TM
Drawn: JBJ
Checked: AK
Release:
C100
HARRIS
CLYDE AVENUE
ROSE AVE.
BEAUMONT AVE.
MAPLE AVE.
N VERNON AVE.
N CENTRAL AVE.
W DAKIN AVE.
NEW YORK AVE.
AULTMAN STREET
SUMNER STREET
W KING STREET
W JUNE STREET
MARTIN LUTHER KING BOULEVARD
FUTURE HOSPITAL ENTRANCE
1.66 ACRE T1 - POND
1.69 ACRE T2 - POND
L2 - 4.00 ACRE FUTURE DEVELOPMENT (RESIDENTIAL)
R1 - 8.32 ACRES RESIDENTIAL PARCEL
CLUBHOUSE
DOG PARK
590' LIMITS OF CLEAR SIGHT
445' LIMITS OF CLEAR SIGHT
335' LIMITS OF CLEAR SIGHT
C101
C102
C103
C105
C106
C107



TRACT TABLE

	TRACT	DESCRIPTION	ACRES	IMPERVIOUS	ISR	MAINTENANCE RESPONSIBILITY	OWNERSHIP	
	1	STORMWATER	1.08	0.69	64%	CITY	CITY	PHASE 1
	2	STORMWATER	1.97	1.23	62%	CITY	CITY	PHASE 1
	3	PARKING	0.30	0.27	90%	OWNER	OWNER	PHASE 1
	4	PARKING	0.70	0.62	89%	OWNER	OWNER	PHASE 1
	5	PARKING	0.56	0.52	93%	OWNER	OWNER	PHASE 1
	6	LANDSCAPE	0.03	0.00	0%	OWNER	OWNER	PHASE 1
	7	LANDSCAPE	0.03	0.00	0%	OWNER	OWNER	PHASE 1
	8	LANDSCAPE	0.03	0.00	0%	OWNER	OWNER	PHASE 1
	9	LANDSCAPE	0.01	0.00	0%	OWNER	OWNER	PHASE 1
	10	PUBLIC PARK	0.25	0.13	52%	CITY	CITY	PHASE 1
	11	PARKING	0.60	0.47	78%	OWNER	OWNER	PHASE 1
	RW	ROADWAY	1.04	1.04	100%	CITY	CITY	PHASE 1

LOT TABLE

	LOT	DESCRIPTION	ACRES	IMPERVIOUS	ISR	MAINTENANCE RESPONSIBILITY	OWNERSHIP	
	1	RESIDENTIAL	7.55	6.06	80%	OWNER	OWNER	PHASE 1
	2	RESIDENTIAL	4.00	3.20	80%	OWNER	OWNER	PHASE 2
	3	COMMERCIAL	2.26	2.03	90%	OWNER	OWNER	PHASE 3

TOTAL AREAS

	ACRES	IMPERVIOUS	ISR
TOTAL	20.41	16.25	80%

*LOT AND TRACT AREA WILL BE FINALIZED AT FINAL PLAT.
**ISR = IMPERVIOUS SURFACE RATIO.

HARRIS
Harris Civil Engineers, LLC
1200 E. Hillcrest Street
Suite 200
Orlando, Florida 32803
Phone: (407) 629-4777
Fax: (407) 629-7888
www.harriscivilengineers.com
EB 9814

BEAUMONT REDEVELOPMENT

CITY OF KISSIMMEE, FLORIDA

Revisions:

No	Date	Description
1	11/22/??	CITY SP COMMENTS
2		
3		
4		
5		
6	04/25/23	CITY/TOHO COMMENTS
7	5/12/23	CITY/TOHO COMMENTS
8		
9	7/31/23	CITY COMMENTS- APPROVAL CONDITION SE1
10	10/13/23	CITY COMMENTS
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

PLAT PLAN

Scale: As Noted
Date: 08/05/2022
Project No.: 7337001
Design: TM
Drawn: JBJ
Checked: AK

Release:

C015

SP-22-0011

FILE NAME: C:\PROJ\07337001\CIVIL\SHEETS\C015 PLAT PLAN.DWG
TIME: 15 MAY 2024 - 3:41PM USER: JEFFJ

[The space above this line is reserved for use by the recording clerk.]

EXHIBIT "B" (REVISED DEVELOPMENT SCHEDULE)

Amendment 2 - Exhibit B -
DEVELOPMENT SCHEDULE AND MILESTONES

	Target Start	Target End	Milestone	Target Start	Target End	Milestone
Development Agreement Signed			Dec-2021			Dec-2021
MDA Amendment 1 Signed			Sep-2022			Sep-2022
MDA Amendment 2 Signed			Nov-2024			
Demolish Buildings in Phase 1 / Phase 1 API footprint	Aug-2022	Sep-2022		~~Aug-2022~~	~~Sep-2022~~	
Demolish Buildings in Phase 2 footprint		Jan-2026			~~Jun-2024~~	
Demolish Buildings in Phase 3 footprint		Jan-2025			~~Jan-2026~~	
Phase 1 - Multi-Family Apartment Building (20 months)						
Ancilliary Public Improvements (API) Engineering and Permitting	Dec-2021	Aug-2022		~~Dec-2021~~	~~Aug-2022~~	
API Construction	Sep-2022	Sep-2023		~~Sep-2022~~	~~Sep-2023~~	
Building Design and Permitting	Dec-2021	Dec-2022		~~Dec-2021~~	~~Dec-2022~~	
Close on Land			Mar-2023			~~Dec-2022~~
Building Construction	Mar-2023	Jan-2025		~~Dec-2022~~	~~Jan-2024~~	
Vertical Building Construction	Apr-2023		*Per 6.03*	~~Jan-2023~~		~~*Per 6.03*~~
Completion			Jan-2025			~~Jan-2024~~
Phase 2 - Residential or Mixed Use Building (21 months)						
API Engineering and Permitting	Jan-2026	Jun-2026		~~Jan-2024~~	~~Jul-2024~~	
API Construction	Jun-2026	Dec-2026		~~Jul-2024~~	~~Jan-2025~~	
Building Design and Permitting	Jan-2026	Jun-2026		~~Jan-2024~~	~~Jul-2024~~	
Close on Land			Jun-2026			~~Jul-2024~~
Building Construction	Jun-2026	Sep-2027		~~Jul-2024~~	~~Oct-2025~~	
Vertical Building Construction	Aug-2026		*Per 6.03*	~~Sep-2024~~		~~*Per 6.03*~~
Completion			Sep-2027			~~Oct-2025~~
Phase 3 - Mixed-Use Commercial Building (23 months)						
API (Garage) Engineering and Permitting	Nov-2024	Apr-2025		~~Aug-2025~~	~~Feb-2026~~	
API (Garage) Construction	Apr-2025	Apr-2026		~~Feb-2026~~	~~Feb-2027~~	
Building Design and Permitting	Nov-2024	Apr-2025		~~Aug-2025~~	~~Feb-2026~~	
Close on Land			Mar-2025			~~Dec-2025~~
Building Construction	Apr-2025	Aug-2026		~~Feb-2026~~	~~Jun-2027~~	
Vertical Building Construction	Jul-2025		*Per 6.03*	~~May-2026~~		~~*Per 6.03*~~
Completion			Aug-2026			~~Jun-2027~~
End of Initial Development Term (5 years)			Sep-2027			~~Sep-2027~~

[The space above this line is reserved for use by the recording clerk.]

EXHIBIT "C" (REVISED RESPONSIBILITIES FOR ANCILLARY PUBLIC IMPROVEMENTS)

Amendment 2 - Exhibit C - RESPONSIBILITIES FOR ANCILLARY PUBLIC IMPROVEMENTS

Improvement	Responsibility to Complete Construction	Responsibility for Cost	Completion Deadline See Exhibit B	City Contribution Post Completion (Note 1)	City Contribution During Construction (Note 2)
Purchase of 880 MLK Jr Blvd property for stormwater management and public park use	City	City	~~1/31/2022~~		NA
Asbestos Remediation	Skyview	City	~~1/31/2022~~		Inc
Demo Existing Structures not slated for temp construction use	Skyview	City	~~2/15/2022~~		Inc
Construct City Streets / Sidewalks / Parking spaces	Skyview	City	~~4/15/2023~~		$ 5,900,000
Relocate / Resize / Install master stormwater system to be at least 5' outside of building pads	Skyview	City	~~4/15/2023~~		Inc
Install subsurface water, sewer electrical, telecom utilites to within 5' of building pads	Skyview	City	~~4/15/2023~~		Inc
Construct public parks and open spaces including landscaping, water features, and accessory structures	Skyview	City	~~4/15/2023~~		Inc
Install street lights, street trees, urban accessory structures and street furnishings	Skyview	City	~~4/15/2023~~		Inc
CRA Funding Grants and Incentive Programs	Skyview	Skyview and City	~~7/31/2023~~	$ 3,100,000	
Related design, engineering, permitting and inspection costs	Skyview	City	~~4/15/2022~~		Inc
Sub-Total Phase 1 City Contribution				$ 3,100,000	$ 5,900,000

Phase 2 Ancillary Public Improvements to be mutually determined by City and Skyview prior to execution of Phase 2 land option (Note 3)	Skyview	City	~~5/15/2024~~	TBD	TBD
~~Phase 3 Ancillary Public Improvements to be mutually determined by City and Skyview prior to execution of Phase 3 land option (Note 4)~~	~~Skyview~~	~~City~~	~~6/15/2026~~	~~TBD~~	~~TBD~~
Phase 3 Ancillary Public Improvement Construct a 400 space City owned, public parking structure	Skyview	City	~~6/15/2026~~	None	$ 9,000,000

Med Arts District / Downtown Kissimmee CRA / City permit / impact / development fee waivers	Skyview	City	~~12/15/2021~~	TBD	TBD

Note 1 - Skyview to receive a 15 year tax rebate for Phase 1 equal to $206,667 per year to commence in the first full year of Phase 1 occupancy and tax valuation.

Note 2 - City to reimburse Skyview on a monthly requistion basis for work completed based on approved AIA G702 and G703 Schedule of Values

Note 3: Phase 2 may include publicly funded fill to meet site floodplain requirements, and costs of parking garage and storm water vault if warranted by project density.

~~*Note 4: Public cost contribution to be determined based upon product mix agreed upon by City and Developer.*~~

ITEM 8.B
Haven on Vine Update

Request

Commission review of the Haven on Vine Project

Explanation

In 2023, the City Commission took action to address the challenges faced by unsheltered households in Osceola County. The acquisition of the Super 8 Motel at 1815 W. Vine Street represents a sustainable approach to increasing affordable housing capacity. This initiative not only meets community needs for social services but also revitalizes the Vine Street corridor by transforming an aging motel into a modern multifamily development.

The Haven on Vine is designed to be an active, sustainable, and community-oriented multifamily apartment complex. With over $12.0 million invested in the acquisition and an estimated $3.3 million allocated for renovations, the Haven aims to serve as a critical resource for families in crisis and those experiencing housing insecurity.

Staff will provide the Commission with an update on the renovations, operations at the Haven on Vine Apartments, and its overall impact on the community.

Recommendation

No action

<u>REQUESTED CITY COMMISSION ACTION:</u>

No Action

Department: City Manager
Presenter: Desiree Matthews

Attachment(s):
None

ITEM 8.C
Social Service and Quality of Life Competitive Funding Awards

Request

Approval of the Social Services and Quality of Life Competitive Grant awards for FY 2024-25

Explanation

Each year the Commission allocates funding for non-profit agencies instrumental in supporting the mission of the City and furthering the Commission's goals each year. This funding process includes two categories. The Social Services category is designed to support non-profit agencies with direct service programs that reduce the burden on City services by meeting the needs of our most vulnerable residents. For several years, the City Commission has prioritized funding for programs that support the needs of the homeless and families in crisis. The second category is Quality of Life, which provides funding for programs designed to improve the quality of life for residents by supporting the arts, education, and culture.

During the July Budget Workshop, the Commission approved continuing with the averaging method for the initial recommendations. Each Commissioner was provided with a spreadsheet and application packets in order to complete their allocation recommendations. During the meeting, the funding averages of all submissions will be provided for discussion and approval.

The approved FY 2024-25 budget for Social Services is $400,000 and Quality of Life is $50,000.

The funding request spreadsheet is attached.

Recommendation

Commission approval of funding for Social Sevices and Quality of Life Grant Awards

<u>REQUESTED CITY COMMISSION ACTION:</u>

Department: City Manager
Presenter: Desiree Matthews

Attachment(s):
1. Social_Services_Funding_FY_2024-25 Summary
2. Quality of Life_Funding_FY_2024-25 Summary

Social Services Competitive Grant Program FY 2024-25

AGENCY	PROGRAM DESCRIPTION	Program Budget	Clients to be served w/ City Funds	% of program budget to be funded by City	*Funding Request FY 2024-25*
Osceola Council on Aging Program: Health Clinic:	Health Clinic: $15,000 to fund salary of staff physician and $15,000 for diagnostic testing of uninsured, low income patients Secondary health care to low-income, uninsured, chronically ill residents of Osceola County.	$285,000.00	500	11%	***$30,000.00***
Program: Meals on Wheels:	Meals on Wheels: Food purchases for emergency meal and food distribution programs. Congregant meals; home delivered meals; food bank/pantry.	$1,200,000.00	9,000	4%	***$50,000.00***
Program: Transportation:	Cover the cost of 1 part time driver and fuel expenses for the Council's transportation program.	$244,700.00	250	8%	***$20,000.00***
Osceola Mental Health/ Park Place Behavioral Health Care Program: Residence Level IV Adult Substance Abuse Services Services: Transitional living program for adults who are indigent, homeless and have a substance use disorder with or without a co-occurring mental illness.	2-3 beds in the residential level IV program for clients with chemical dependency- includes services and related cost	$606,786.00	6 to 9	11%	***$65,000.00***
Aspire Health Partners, Inc. Program: HOME (Helping Others Make the Effort) Bridge Housing for homeless women and children; case manage and referrals for off-site homelessness prevention	Operational cost of providing bridge housing services to the residents of the HOME program. This includes: utilities, staff support, residential housing supplies, building facility maintenance, insurance, and other related operational costs	$653,495.00	3,500	6%	***$40,000.00***
Help Now of Osceola, Inc. Program: Domestic Violence Residential Services Serves the needs of domestic abuse survivors by operating a safe shelter facility, Outreach Center, direct client services, and community advocacy. Funding : Case Management Services at shelter facility and Maintenance expenses at shelter facility.	Shelter operations, case management, communications hotline and facility maintenance	$1,174,292.00	228	6%	***$75,000.00***
Hope Partnership Inc. Program: Homeless Prevention and Diversion	Homeless prevention and diversion: move-in assistance, rental deposits, and costs to support family reunification	$255,757.00	16	10%	***$25,000.00***
Church and Community Assistance Program Program: CCAP Cares	Homelessness Services, prevention and intervention- Food, personal hygiene kits, emergency housing costs	$68,965.00	17,500	73%	***$50,000.00***
Osceola Community Health Svcs/ Primary Care Medical Svcs of Poinciana Program:Mobile Medical , Behavioral Health and Dental Outreach) Provides integrated behavioral health services in fixed and mobile locations for the homeless.	Homeless outreach to provide mental health, dental, and medical services through mobile and fixed sites	$291,629.00	350	9%	***$25,000.00***
Community Coordinated Care for Children, Inc. (4C) Program: Head Start/ Early Head Start: Provides early learning programs, childcare assistance and supportive family services.	Head Start Program- Assists low income familes with City funding provides match funding (20% non-federal share (NFS) match requirement will leverage $43,688 in funding).	$4,109,571.00	149	0.24%	***$10,000.00***
Orlando Health/ Howard Phillips Center for Children & Families Program: Healing Tree: Provides therapy/counseling for children and families of children who have been victims of child abuse/ sexual abuse.	Specialized clinical assessments and ongoing therapeutic services provided by licensed mental health therapist and interns for child victims of abuse and their families	$1,689,485.00	32	1%	***$10,000.00***
The Opportunity Center (Osceola ARC) Program: Adult Day Training : Provides training to developmentally disabled adults.	Funds will be used to cover salary and payroll taxes for a Volunteer Coordinator ($35,825.92)	$974,545.00	120	4%	***$35,825.92***
City of Kissimmee- Homeless Services	City Homeless Services Funding: Funds will provide a leveraging opportunity to access regional funding for housing the chronically homeless.				
New Requests					
The Transition House, Inc. Program: Inspire Counseling and Support Center	(New Program) EMDR Eye Movement Desensitization and Reprocessing - Psychotherapy to help process traumatic memories and heal from distressing life experiences	$20,000.00	200	100%	***$20,000.00***
Solid Rock Community Church Program: Thrive Together Initiative	(New Program) Provide comprehensive services such as financial literacy, mental health counseling, job training and family support workshops	$50,000.00	80-100	100%	***$50,000.00***
Central Florida YMCA Program: Osceola Family Learning Center	Operational expenses for program. Substance abuse counseling, case management, emergency housing, training, medical services, educationand life skills, mental health evaluations, literary program.	$193,345.20	100	13%	***$25,000.00***
Total Requests					***$530,825.92***

Quality of Life Grant Program FY 2024-25

Agency Name	Program Specifics	Funding Requests FY 2024-25	% of budget to be funded by City
Osceola Historical Society	General Operating (Pioneer Village)	**$35,000.00**	35%
Regional Homelessness Effort through Central Florida Commission on Homelessness	Board of Governors Member*	**$5,000.00**	
Education Foundation	Mark E. Durbin Scholarship Commitment	**$5,000.00**	
Osceola County Literacy Match	City Match- Footsteps to Brilliance	**$9,800.00**	
(New) Casa del Artesano Fine Arts and Educational Consulting, Inc.	Together in Art	**$77,860.00**	100%
Total		**$132,660.00**	
Available Budget		***$50,000.00***	

ITEM 8.D
Advisory Board Vacancy: Board of Adjustment and Planning Advisory Board

Request

The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Boards.

Explanation

Board of Adjustment Member, Luis Ruiz has notified the City that he no longer maintains a residence inside the city limits of Kissimmee. City Code Section 2-180 (c) states that "members of the board may be city or non-city residents. Non-city residents must either own property or maintain a business office within the city." Mr. Ruiz does not own property or maintain a business office within the City, and therefore, has been removed from the board and a new replacement must be appointed. Mr. Ruiz's term is set to expire May 31, 2026. Seat # 4 has been assigned to this vacancy.

Planning Advisory Board Member, Sylvette Santos missed more than half of the scheduled meetings for the calendar year of 2024. City Code Section 2-146, states that "in the event that an appointee misses three consecutive meetings or at least one-half of the meetings of the calendar year, he shall be considered to have resigned, and a new replacement may be appointed." Ms. Santos's term is set to expire May 31, 2026. Seat # 5 has been assigned to this vacancy.

The assigned Commissioners will have 30 days to make an appointment. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat # 4- Martinez **No applications on file*	12/03/2024	Board of Adjustment	05/31/2026	City resident and must have a Florida License as an Engineer, Architect, Surveyor, or Contractor. Members may be a non-resident, but must either own real property or maintain a business office within the City and must also have a Florida License as an Engineer, Architect, Surveyor or Contractor.
Seat # 5 - Mayor Gonzalez **No applications on file*	12/03/2024	Planning Advisory Board	05/31/2026	Member may be a City resident or non-City resident; non-residents must either own real property or maintain a business office within the City.

Recommendation

Commission appointment to fill the vacancies on the Board of Adjustment and Planning Advisory Boards.

<u>REQUESTED CITY COMMISSION ACTION:</u>

Appoint/Reappoint

Department: City Manager
Presenter:

Attachment(s):
None