



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MARCH 4, 2025 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 - Irish American Heritage Month

3.B Proclamation - Flood Awareness Week 2025

3.C Proclamation - March for Meals and Senior Nutrition Month

3.D Proclamation - The Wall That Heals Day

3.E Presentation of Benefits Analyst Scott Pool's Retirement Watch

3.F Presentation of Police Officer Glenn Ford's Retirement Watch

3.G Employee of the Month for March, Nicole Fenty

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Final Reading - Proposed Ordinance #25-02 - Amending the Zoning Map designation from Mixed Use Urban Corridor (T5-U) to Industrial Business (IB) on Grissom Lane - ZMA-23-0005

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

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 February 18, 2025, meeting

7.B 2024 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs

7.C Subordination Agreement and Resolution for Parcel No. 819.3 with the Florida Department of Transportation

7.D Negotiate Construction Manager at Risk Agreement for Fire Station No. 2 Mill Run

7.E Ministerial Approval - General Pension Board Appointment

- 7.F Mill Run Pond Outfall Improvements Design
- 7.G Stormwater Asset Inventory Data Collection for Shingle Creek Basin
- 7.H HOME Program Agreement Between the City of Kissimmee, Osceola Council on Aging, Inc., and Buen Vecino Apartments, LLC.
- 7.I Sponsorship from Kissimmee Utility Authority for Parks and Recreation Special Events
- 7.J Approve purchase of compact sweeper utilizing Sourcewell Contract
- 7.K Penfield Street Lands - Final Plat
- 7.L Construction Services for the Haven on Vine Project: Renovation of Two ADA Apartments
- 7.M Preconstruction services for the City Hall Renovation project
- 7.N Additional State Housing Initiatives Partnership (SHIP) Program Funding
- 7.O Internship Grant from Florida Airports Council (FAC)
- 7.P Authorization to trade-in pistols with purchase of 10 new pistols
- 7.Q Approval of Bridge Housing Agreement with Homeless Services Network
- 7.R Budget Transfer for plans and document scanning services for the Building Division

8. DISCUSSION ITEMS

- 8.A Revocation of the March 2024 City Commission Policy on signage at the Kissimmee Civic Center
- 8.B Presentation and renewal of the microtransit services contract with Freebee, LLC

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 - Irish American Heritage Month

Request

To present a proclamation to Greg Sean Canning, Florida State Secretary of the Ancient Order of Hibernians, in honor of "Irish American Heritage Month".

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Irish American Heritage Month 2025

Proclamation



IRISH AMERICAN HERITAGE MONTH

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

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

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

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

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

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

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

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

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

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of March 2025 as **"Irish American Heritage Month"** in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 10th day of February, 2025.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B

Proclamation - Flood Awareness Week 2025

Request

To present a proclamation to Ms. Nagel Altrui, City of Kissimmee Floodplain Manager, in recognition of Flood Awareness Week.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Flood Awareness Week 2025

Proclamation



FLOOD AWARENESS WEEK

WHEREAS, the City of Kissimmee has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding that has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

WHEREAS, the City of Kissimmee is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, through active participation in the National Flood Insurance Program, the City of Kissimmee saves flood insurance policy holders just over \$34,950 per year; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, residents may contact the City's Floodplain Manager at 407-518-2163 to find out what Flood Zone they are located in, if Flood Insurance is required, and how they can reduce their risk of damage from flooding; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents, the Florida Floodplain Managers Association (FFMA), have declared the week of March 3-9, 2025 as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies.; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim March 3-9, 2025 as "**Flood Awareness Week**" in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 4th day of March, 2025.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C

Proclamation - March for Meals and Senior Nutrition Month

Request

To present a proclamation to William Santiago, Senior Services Director for Meals on Wheels and Senior Dining, in recognition of March for Meals and Senior Nutrition Month.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- March for Meals and Senior Nutrition Month 2025

Proclamation



MARCH FOR MEALS AND SENIOR NUTRITION MONTH

WHEREAS, for more than five decades, this landmark law has supported our nation's seniors and helped to fund community-based organizations – like Meals on Wheels – and it is still the only federal program designed specifically to meet the nutritional and social needs of older adults; and

WHEREAS, Meals on Wheels programs in Kissimmee, Florida provide nutritious meals, both congregate and home-delivered, to seniors throughout Kissimmee, Florida that help them maintain their health and independence, thereby helping to prevent unnecessary falls and hospitalizations and provide necessary connections. The Osceola Council on Aging's Meals on Wheels programs in Kissimmee Florida have served our communities admirably for 54 years; and

WHEREAS, volunteers for Meals on Wheels programs in Kissimmee, Florida are the backbone of the program, delivering nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation with caring concern and attention to their welfare; and

WHEREAS, the Osceola Council on Aging Senior Services including Meals on Wheels programs in Kissimmee, Florida provide a powerful opportunity for social connection for 296,000 seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and

WHEREAS, Meals on Wheels programs in Kissimmee, Florida deserve recognition for the heroic contributions and essential services they provided amid the COVID-19 pandemic, inclement weather and other emergencies; and

WHEREAS, the senior population is increasing substantially, and action is needed now to support local Meals on Wheels programs through federal, state and local funding; volunteering; donations; and raising awareness to ensure these vital services can continue to be delivered for years to come; and

WHEREAS, 12 million seniors are still threatened by or experience hunger, a third of seniors feel lonely, and one in three Meals on Wheels programs has a waitlist with seniors waiting on average three months for vital meals; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim March 2025 as **"March for Meals and Senior Nutrition Month"** in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 4th day of March, 2025.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.D

Proclamation - The Wall That Heals Day

Request

To present a proclamation to Bill Johnson, Community Relations for American Legion Post 10, recognizing March 13th as "The Wall that Heals Day".

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- The Wall That Heals Day

Proclamation



THE WALL THAT HEALS

WHEREAS, "The Wall That Heals" is a traveling replica of the Vietnam Veterans Memorial, providing a powerful opportunity for communities to honor and remember the sacrifices made by those who served in the Vietnam War; and

WHEREAS, this moving memorial allows individuals to reflect on the service and sacrifice of our veterans, fostering healing and understanding across generations; and

WHEREAS, this year, "The Wall That Heals" will be on display in Kissimmee at Kissimmee Gateway Airport, open 24 hours a day from March 13–16, closing at 2:00 PM on Sunday, March 16, with free admission for all; and

WHEREAS, it is important to recognize the profound impact of the Vietnam War on our nation and to pay tribute to those who served, including the fallen and missing; and

WHEREAS, this event presents a meaningful opportunity for the citizens of Kissimmee to come together in support of our veterans by volunteering to assist visitors at "The Wall That Heals", serving as ambassadors to honor and preserve the legacy of those who served; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim March 13, 2025, as "**The Wall that Heals Day**" in the City of Kissimmee and urge all citizens to visit "The Wall That Heals" and pay their respects to the brave men and women whose names are inscribed upon it.

IN WITNESS, THEREOF, this is signed this 4th day of March 2025.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.E

Presentation of Benefits Analyst Scott Pool's Retirement Watch

Request

Request the presentation of Benefits Analyst Scott Pool's retirement watch. He is retiring from the Human Resources & Risk Management Department after more than 27 years of service with the City.

Explanation

After nearly three decades of dedicated service, we are pleased to honor Scott Pool as he embarks on a well-earned retirement. His journey began in 1997 as an Herbicide Specialist, with the Parks and Recreation Department. Just two years later, he transitioned to the Human Resources & Risk Management Department, where he remained a steadfast and invaluable part of our team until his retirement.

Since October 1, 2018, he has been a valued member of the GEO Committee and played an active role with the Employee of the Month Committee. However, it is the Employee Memorial Service Committee that truly captured his heart, as he dedicated himself to honoring and remembering those who came before us and served as dedicated employees.

A testament to his character, Scott Pool was recognized as Employee of the Month twice, first in 2012, a year in which he was also named Employee of the Year, and again in 2023. These well-deserved honors reflect the respect, admiration, and appreciation his colleagues have for him.

Scott's kindness, dedication, and unwavering commitment has had a profound impact on many active and former employees. Beyond his professional contributions, Scott has left a lasting mark on our organization through his passion for service and community.

While we will miss you greatly, we are excited for this new chapter in your life. May your retirement be filled with joy, relaxation, and all the things that bring you happiness.

Congratulations, and thank you for all your years of dedication to the City of Kissimmee, its employees and those that have become your friends along the way.

Department: Human Resources & Risk Management

Presenter: Roxane Walton

Attachment(s):

None

ITEM 3.F

Presentation of Police Officer Glenn Ford's Retirement Watch

Request

Request the presentation of Police Officer Glenn Ford's retirement watch. He is retiring from the City after 27 years of service with the Kissimmee Police Department.

Explanation

Officer Glenn W. Ford Jr. is a dedicated law enforcement professional with 27 years of service at the Kissimmee Police Department, set to retire on February 27, 2025. Throughout his distinguished career, Officer Ford has served in multiple specialized units, including 8.5 years with the DUI Unit and 11.5 years with the Canine Unit, where he and his patrol canines, Bery and Dangen, were instrumental in removing dangerous criminals and narcotics from the streets.

His commitment to public safety is highlighted by nearly 600 DUI arrests, earning him multiple MADD Awards for achieving over 100 DUI arrests on several occasions. His bravery and dedication were further recognized when he was awarded the Medal of Valor for his involvement in a critical hostage situation.

Currently assigned to the Training and Recruiting Unit, Officer Ford played a key role in developing the department's new Field Training Officer (FTO) Program, helping shape the future of the agency. As an instructor for over 25 years, he has taught a wide range of subjects both within the Kissimmee Police Department and at the local police academy, mentoring countless future officers.

Officer Ford has also served in several specialized teams, including 26 years with the Honor Guard—16 of those years in Command—8 years with the Marine Unit, and 8 years with the Emergency Response Team, where he currently serves as Deputy Commander.

He holds a Master's Degree in Criminal Justice from the University of Central Florida and remains deeply committed to community safety, officer development, and leadership as he approaches retirement.

Recommendation

Staff recommends presentation of retirement watch to Police Officer Glenn Ford.

REQUESTED CITY COMMISSION ACTION:

No Action

Department: Police

Presenter: Wilson Munoz

Attachment(s):

None

ITEM 3.G

Employee of the Month for March, Nicole Fenty

Request

That the Commission recognize Nicole Fenty as Employee of the Month for March.

Explanation

The City is proud to announce that the Employee of the Month for March is Nicole Fenty, Events Specialist with the Parks and Recreation Department. Nicole began her journey 12 years ago as a part-time Facility Attendant and has since grown into her current role as a full-time Events Specialist.

The strongest testament to Nicole's contributions comes from her clients - the organizations that rent the Civic Center for events. They share: "exceptional customer service - even with last-minute details"; "we are fortunate to rely on your assistance, kindness, and understanding in our activities"; and "her expertise in events was invaluable today with some of the challenges we encountered."

Nicole consistently rises to the occasion. When the school hurricane shelter she was staffing closed, she was among the first to volunteer for shifts when the Civic Center opened to house evacuees - frequently taking overnight or extra shifts.

Nicole demonstrates keen attention to detail, collaborates effectively, and delivers results under demanding deadlines—always embracing new approaches. She builds such strong connections with new clients that they request her upon return and refer her to others.

The City is honored to recognize Nicole for her dedication and outstanding service to the community.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - Final Reading - Proposed Ordinance #25-02 - Amending the Zoning Map designation from Mixed Use Urban Corridor (T5-U) to Industrial Business (IB) on Grissom Lane - ZMA-23-0005

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

Request

Approval of the Final Reading of Proposed Ordinance #25-02 for a Zoning Map Amendment to change the Zoning Map designation from Mixed Use Urban Corridor (T5-U) to Industrial Business (IB) on approximately 3.69 acres of land.

Explanation

This Zoning Map Amendment (ZMA) will provide consistency and compatibility with the Industrial (IN) Future Land Use designations for the three parcels. The IN Future Land Use designation was established under LUPA-24-0001 which was recommended for approval by the Planning Advisory Board at the May 15, 2024 meeting. The City Commission approved this amendment at the June 18, 2024 meeting.

The current Mixed Use Urban Corridor (T5-U) Zoning designations on the parcels were established with the adoption of the Form Based Code (Ord. 3034) at the August 4, 2020 City Commission meeting. Prior to 2020, the parcels had a Highway Commercial (HC) Zoning designation with the additional use, design and development standards of the Vine St. Overlay District. The vacant parcels were created with the approval of the Kissimmee Executive Park plat in 1979. The plat also included additional parcels to the east and south that have been developed with light industrial, warehouse, and commercial uses.

FINDINGS AND REASONS

1. Compliance with Comprehensive Plan Future Land Use Policy 1.2.4.3, Industrial (IN), which is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business Future Land Use designation.
2. Compliance with Land Development Code Section 14-3-27, Zoning Map and Land Development Code Amendments, in regards to the submittal and review procedures and criteria to support an amendment.
3. Compliance with Land Development Code Section 14-4-4(N), the Industrial Business (IB) Zoning District which is intended for properties suitable for industrial development. Where industrial development is in proximity to residential or commercial zones, it is desirable to limit the manner and extent of industrial operations. This Zoning District is also intended to permit various commercial uses which are compatible with typical industrial uses and in suitable areas which have been assigned an Industrial Business (IN) Future Land Use designation.

The IB Future Land Use designation, established with the approval of LUPA-24-0001, is compatible with this proposed IB Zoning amendment.

Recommendation

The Development Review Committee (DRC) recommended approval on November 21, 2023.

The Planning Advisory Board (PAB) recommended approval by a vote of 5-0 (Spalding/Marrero-Pinto) on February 5, 2025.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Brenda Ryan

Attachment(s):

1. ZMA-23-0005 Aerial Map
2. ZMA-23-0005 Vicinity Map
3. ZMA-23-0005 Site Data Tables
4. (S)ZMA-23-0005 Proposed Ord. 25-02
5. ZMA-23-0005 City Commission Ad
6. ZMA-23-0005 Feb. 5, 2025 PAB Actions
7. ZMA-23-0005 DRC Comments
8. ZMA-23-0005 DRC Support Documents

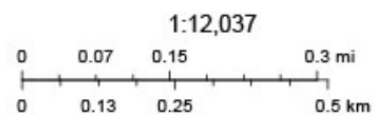
ZMA-23-0005



January 10, 2025

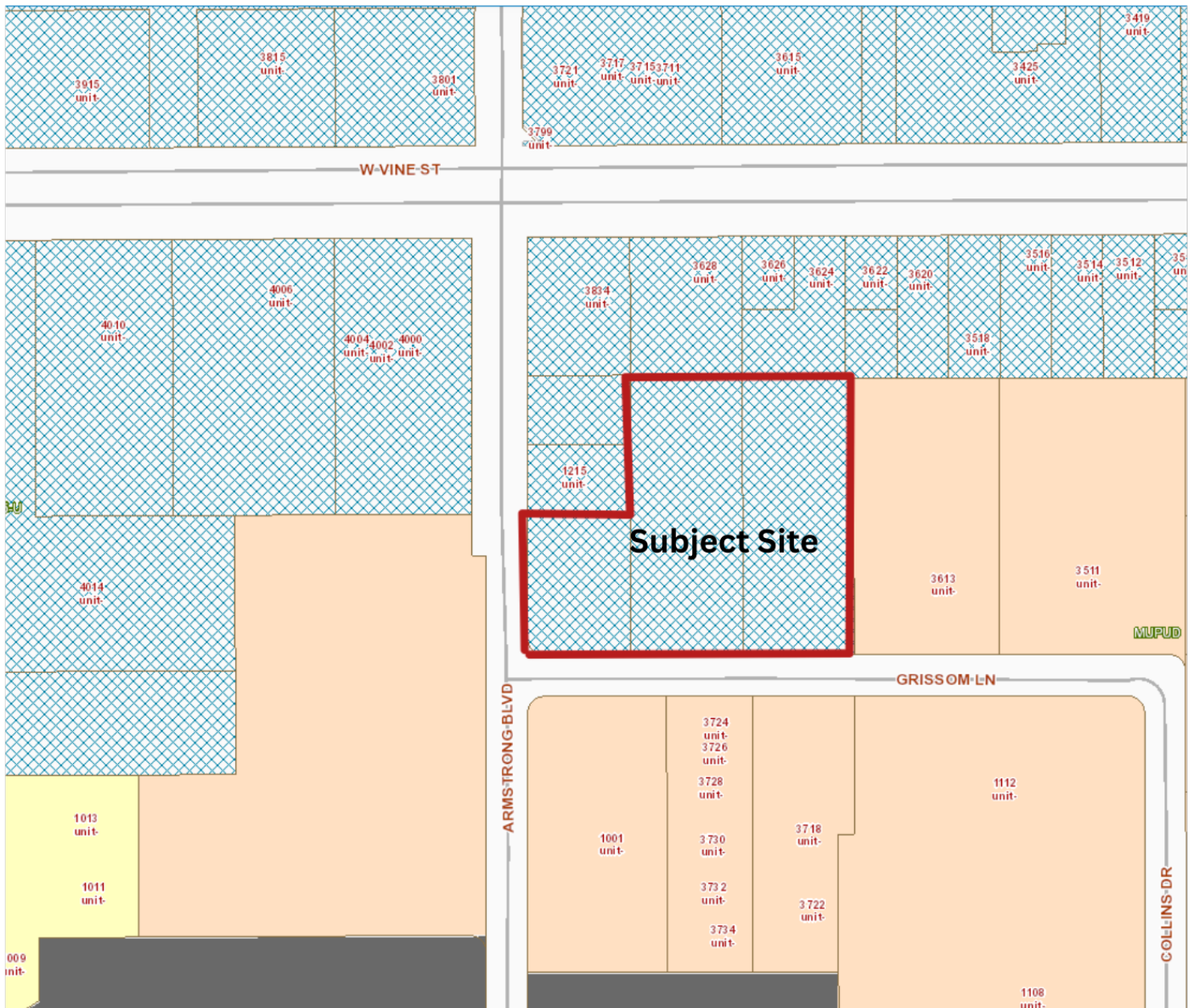
- Parcels
- Road Centerlines
- City Limits
- CITY
- COUNTY
- World Imagery

Low Resolution 15m Imagery
High Resolution 60cm Imagery
High Resolution 30cm Imagery
Citations
2.4m Resolution Metadata



State of Florida, Maxar

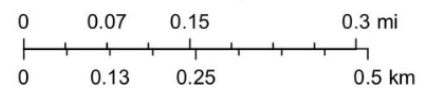
ZMA-23-0005



January 10, 2025

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|--------------------------------|-------------------------------|
| Parcels | AI (Airport Industrial) |
| Road Centerlines | AO (Airport Operations) |
| City Limits | B-2 (Neighborhood Commercial) |
| CITY | B-3 (General Commercial) |
| COUNTY | B-5 (Office Commercial) |
| Zoning District | BP (Business Park) |
| AC (Agricultural Conservation) | CF (Community Facility) |



Grissom Lane, ZMA-23-0005

Parcel ID#19-25-29-1562-0001-0040; 19-25-29-1562-0001-0050; & 19-25-29-1562-0001-0060
North of Grissom Lane; South of W. Vine St., East of Armstrong Blvd. & West of Dyer Blvd.

Site Data Tables

Site Data	
Size	3.69 acres
Future Land Use Designation	Industrial (IN) – City
Proposed Future Land Use Designation	N/A
Zoning District Designation	Mixed Use Urban Corridor (T5-U) – City
Proposed Zoning District Designation	Industrial Business (IB)
Existing Overlay District	N/A
Existing Use(s)	Vacant
Proposed Use(s)	Vacant
Adjacent Land Use	
North	Mixed Use Vine (MU-V) – City
South	Mixed Use Vine (MU-V) – City Industrial (IN) – City
East	Mixed Use Vine (MU-V) – City
West	Mixed Use Vine (MU-V) – City Industrial (IN) – City
Adjacent Zoning	
North	Mixed Use Urban Corridor (T5-U) – City
South	Mixed Use Planned Unit Development (PMUD)
East	Mixed Use Urban Corridor (T5-U) – City Mixed Use Planned Unit Development (PMUD)
West	Mixed Use Urban Corridor (T5-U) – City Mixed Use Planned Unit Development (MUPUD)
Past/Current Project Tracking	Ord. 2771 (EAR Based Amendments)(Comp.Amend.) Ord. 2805 (Vine St. Overlay)(LDC Text Amendment) Resolution 35-2011 (Vine St. CRA Manual) Resolution 48-2011 (Vine St. CRA Manual Maps) LUPA-23-0004 (Voided) LUPA-24-0001 Land Use Amendment ZMA-23-0005 (<i>Pending</i>)

Comprehensive Plan Summary	
Policy 1.2.4.3, Industrial (IN): The Industrial Business (IN) land use designation is intended to accommodate a mixture of typical industrial uses and more intense non-industrial uses. Development and redevelopment projects within this future land use designation may be built with an intensity of up to 0.50 FAR. This designation shall be applied to areas appropriate for typical industrial uses or mixed-use development consisting of light-industrial uses and compatible commercial uses. The Land Development Code shall establish the specific permitted uses and applicable restrictions which shall be applied to areas with the Industrial Business land use designation.	
Potential Zoning Districts	AC (Agricultural Conservation)
	Business Park (BP)
	Industrial Business (IB)

Zoning District Standards District Summary

Land Development Code Section 14-4-4(N), The Industrial Business (IB) Intent: The Industrial Business (IB) District is intended for properties suitable for industrial development, but where proximity to residential or commercial zones makes it desirable to limit the manner and extent of industrial operations. It is intended to permit the normal operation of a variety of industrial and related uses under such conditions of operation as will protect nearby development. Various commercial uses which are compatible with typical industrial uses shall also be allowed according to the provisions of this section. It is intended for use in suitable areas which have been assigned an Industrial Business (IN) future land use designation by the comprehensive plan.

Comprehensive Plan Future Land Use & Zoning Comparisons

	<i>Existing Future Land Use (FLU) & Zoning</i>	<i>Requested Future Land Use (FLU) & Zoning</i>
Uses	Industrial Business (IN) 0.50 F.A.R. FLU & Mixed Use Urban Corridor (T5-U) Zoning	Industrial Business (IN) 0.50 F.A.R. FLU & Industrial Business (IB) Zoning
	Vacant	Vacant

Public Facilities Analysis

Transportation	
Adjacent street	Grissom Ln. & Armstrong Blvd.
Street Quality of Service (QOS)	Adjacent Streets are all within City limits.
Sanitary Sewer	
Is volume less than 98% capacity?	N/A – Compliance
Potable Water	
Is volume less than 98% capacity?	N/A – Compliance
Is water pressure at least 40lbs per square inch?	N/A – Compliance
Solid Waste	
Is volume less than 5.1lbs per person per calendar day?	N/A – Compliance
Recreation	
Is active recreation area at least 2 acres per 1,000 population?	N/A – Compliance
Is urban open space area at least 2 acres per 1,000 population?	N/A – Compliance
Is total recreation area at least 4 acres per 1,000 population?	N/A – Compliance
Drainage	
Is off-site discharge; runoff velocities; roadway drainage; pavement; retention; and flood storage LOS standards met?	N/A- Compliance

PROPOSED ORDINANCE NO. 25-02
ORDINANCE NO. _____

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

BE IT ORDAINED BY THE CITY COMMISSION THAT ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1. Ordinance No. 3068, known as the City of Kissimmee Land Development Code, is hereby amended so as to rezone the following described property to-wit:

FROM: T5-U (Mixed Use Urban Corridor) – City

TO: IB (Industrial Business) – City

The subject property is located at: Grissom Lane Parcel ID: 19-25-29-1562-0001-0040, 19-25-29-1562-0001-0050, & 19-25-29-1562-0001-0060

Legal Description:

KISSIMMEE EXECUTIVE PARK PB 2 PG 206-207 LOTS 4, 5 & 6 LESS E 23 FT FOR RR R/W on Lot 6

3.69 acres, more or less.

A map of the area is included with this ordinance.

SECTION 2. Upon the effective date of this ordinance, the City Manager shall promptly cause the rezoning as provided in Section 1 herein to be entered onto the official zoning map of the City of Kissimmee.

SECTION 3. Except as hereby amended said City of Kissimmee Land Development Code Ordinance No. 3068 as heretofore amended shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect 10 days after its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **4th** day of **March**, 20**25**.

Mayor - Commissioner

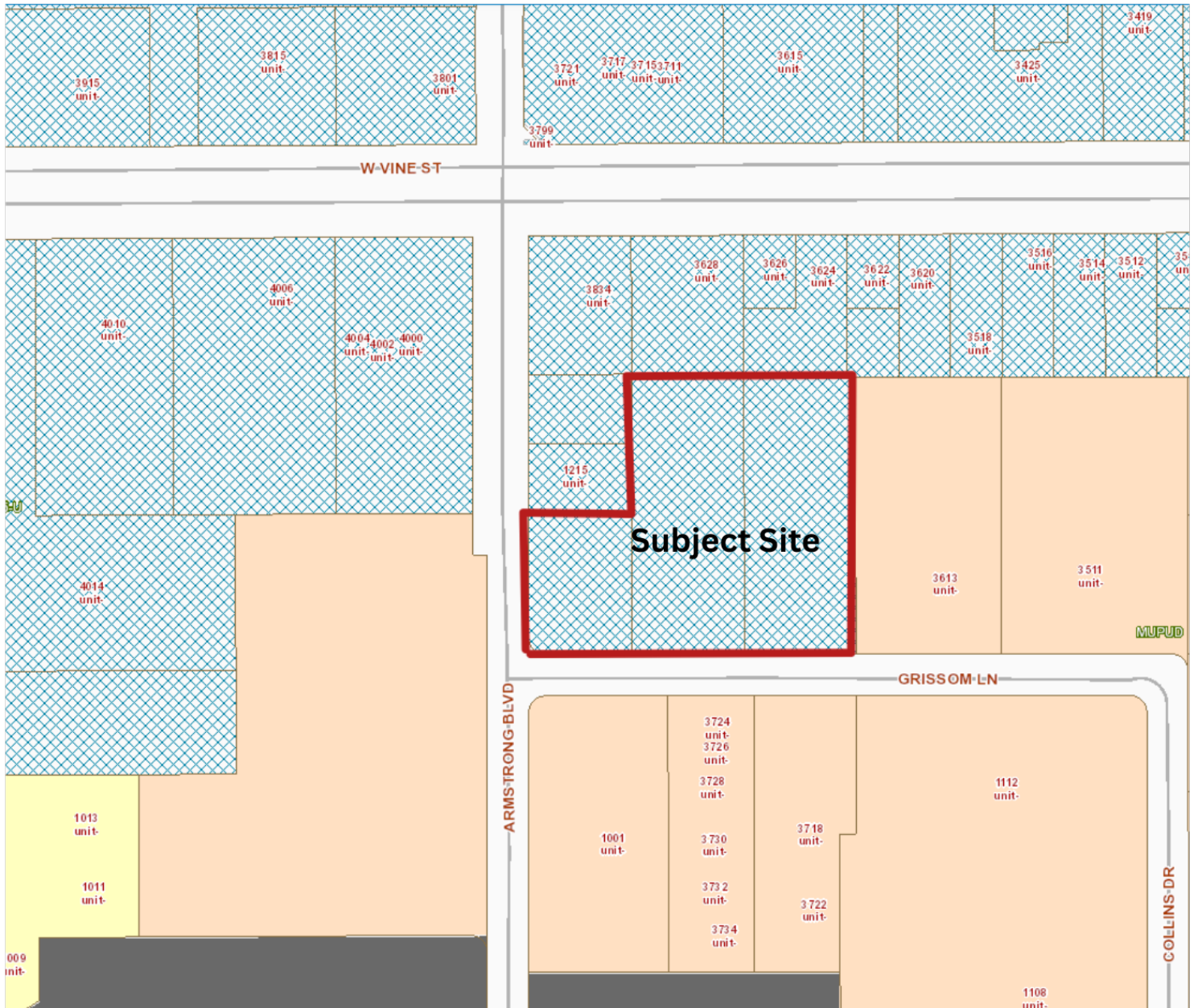
ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

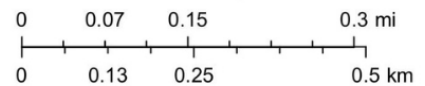
ZMA-23-0005



January 10, 2025

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|--------------------------------|-------------------------------|
| Parcels | AI (Airport Industrial) |
| Road Centerlines | AO (Airport Operations) |
| City Limits | B-2 (Neighborhood Commercial) |
| CITY | B-3 (General Commercial) |
| COUNTY | B-5 (Office Commercial) |
| Zoning District | BP (Business Park) |
| AC (Agricultural Conservation) | CF (Community Facility) |



**Published Daily in
Orange, Seminole, Lake, Osceola & Volusia Counties, Florida**

Sold To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

Bill To:

City of Kissimmee Planning Services - CU80085212
101 Church St, Ste 110
Kissimmee, FL, 34741

**State Of Florida
County Of Orange**

Before the undersigned authority personally appeared
Rose Williams, who on oath says that he or she is a duly authorized
representative of the ORLANDO SENTINEL, a DAILY newspaper
published in ORANGE County, Florida; that the attached copy of
advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Feb 15, 2025.

Affiant further says that the newspaper complies with all legal requirements
for publication in Chapter 50, Florida Statutes.



Rose Williams

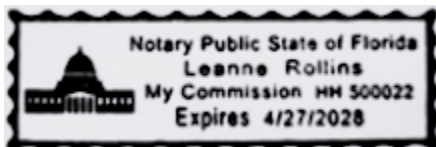
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 21 day of February, 2025,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7768766

Arrest policy spurring religious groups to sue

Immigration agents given leeway to raid houses of worship

By David Crary
Associated Press

More than two dozen Christian and Jewish groups representing millions of Americans — ranging from the Episcopal Church and the Union for Reform Judaism to the Mennonites and Unitarian Universalists — have filed a federal court lawsuit challenging a Trump administration move giving immigration agents more leeway to make arrests at houses of worship.

The lawsuit, filed Tuesday in U.S. District Court in Washington, contends that the new policy is spreading fear of raids, thus lowering attendance at worship services and other valuable church programs. The result, says the suit, infringes on the groups' religious freedom — namely their ability to minister to migrants, including those in the United States illegally.

"We have immigrants, refugees, people who are documented and undocumented," said the Most Rev. Sean Rowe, the presiding bishop of the Episcopal Church.

"We cannot worship freely if some of us are living in fear," he told The Associated Press. "By joining this lawsuit, we're seeking the ability to gather and fully practice our faith, to follow Jesus' command to love our neighbors as ourselves."

The new lawsuit echoes and expands on some of the arguments made in a similar lawsuit filed Jan. 27 by five Quaker congregations and later joined by the Cooperative Baptist Fellowship and a Sikh temple. It is currently pending in U.S. District Court in Maryland.

Named as defendants in the new lawsuit are the Department of Homeland Security and its immigration enforcement agencies. The DHS assistant secretary for public affairs, Tricia McLaughlin, offered this response via email: "We are protecting our schools, places of worship, and Americans who attend, by preventing criminal aliens and gang members from exploiting these locations and take safe haven there because these criminals knew that under the previous Administration that law enforcement couldn't go inside."



Congregants pray Jan. 26 at the First Haitian Evangelical Church of Springfield in Springfield, Ohio. In January, the Trump administration gave immigration agents more leeway to make arrests at houses of worship. **LUIS ANDRES HENAO/AP**

"DHS's directive gives our law enforcement the ability to do their jobs," she added. A memorandum filed Friday by the Department of Justice, opposing the thrust of the Quaker lawsuit, outlined further arguments that may also apply to the new lawsuit.

In essence, the memo contended that the plaintiffs' request to block the new enforcement policy is based on speculation of hypothetical future harm — and thus is insufficient grounds for issuing an injunction.

The memo said immigration enforcement affecting houses of worship had been permitted for decades, and the new policy announced in January simply said that field agents — using "common sense" and "discretion" — could now conduct such operations without pre-approval from a supervisor.

One part of that memo might not apply to the new lawsuit, as it argued the Quakers and their fellow plaintiffs have no basis for seeking a nationwide injunction against the revised enforcement policy.

"Any relief in this case should be tailored solely to the named plaintiffs," said the DOJ memo, contending that any injunction should not apply to other religious organizations.

The plaintiffs in the new lawsuit represent a vastly larger swath of American worshippers — including more than 1 million followers of Reform Judaism, the

estimated 1.5 million Episcopalians in 6,700 congregations nationwide, nearly 1.1 million members of the Presbyterian Church (USA) and the estimated 1.5 million active members of the African Methodist Episcopal Zion Church — the country's oldest predominantly Black denomination.

Among the other plaintiffs are the Christian Church (Disciples of Christ), the Church of the Brethren, the Convención Bautista Hispana de Texas, the Friends General Conference, the Mennonite Church USA, the Unitarian Universalist Association, the United Synagogue of Conservative Judaism and regional branches of the United Methodist Church and the United Church of Christ.

"The massive scale of the suit will be hard for them to ignore," said Kelsi Corkran, a lawyer with the Georgetown University Law Center's Institute for Constitutional

Advocacy and Protection who is lead counsel for the lawsuit.

The plaintiffs joined the suit, she said, "because their scripture, teaching and traditions offer irrefutable unanimity on their religious obligation to embrace and serve the refugees, asylum seekers and immigrants in their midst without regard to documentation or legal status."

Prior to the recent Trump administration change, Corkran said immigration agents generally needed a judicial warrant or other special authorization to conduct operations at houses of worship and other "sensitive locations," such as schools and hospitals.

"Now it's go anywhere, any time," she told the AP. "Now they have broad authority to swoop in — they've made it very clear they'll get every undocumented person."

She cited a recent incident in which a Honduran

man was arrested outside his family's Atlanta-area church while a service was being held inside.

The lawsuit includes details from some of the plaintiffs as to how their operations might be affected. The Union for Reform Judaism and the Mennonites, among others, said many of their synagogues and churches host on-site food banks, meal programs, homeless shelters and other support services for undocumented people who might now fear participating.

One of the plaintiffs is the Latino Christian National Network, which seeks to bring together Latino leaders to collaborate on pressing social issues. The network's president is the Rev. Carlos Malavé, a pastor of two churches in Virginia, who described to the AP what network members are observing.

"There is deep-seated fear and distrust of our government," he said. "People fear going to the store, they are avoiding going to church. ... The churches are increasingly doing online services because people fear for the well-being of their families."

The U.S. Conference of Catholic Bishops, which leads the nation's largest denomination, did not join the lawsuit, though it has criticized Trump's migration crackdown. On Tuesday, Pope Francis issued a major rebuke of the deportation plan, warning that the forceful removal of people purely because of their illegal status deprives them of their inherent dignity and "will end badly."

Many conservative faith leaders and legal experts across the U.S. do not share concerns about the new arrest policy.

"Places of worship are for worship and are not sanctuaries for illegal activity or for harboring people engaged in illegal activity," said Mat Staver, founder of the conservative Christian legal organization Liberty Counsel.



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ALZ.org/TimeToTalk



alzheimer's association

NOTICE OF PUBLIC HEARING CITY COMMISSION

The City Commission will consider a request to amend the Official Zoning Map referenced in Ordinance No. 3068 known as the Land Development Code of the City of Kissimmee rezoning the property hereinafter described as follows:

FROM: **T5-U (Mixed-Use Urban Corridor) - City**
TO: **IB (Industrial Business District) - City**

The subject property is located at **0 GRISSOM LN Parcel ID: 19-25-29-1562-0001-0040, 19-25-29-1562-0001-0050, 19-25-29-1562-0001-0060**

Legal Description:

KISSIMMEE EXECUTIVE PARK PB 2 PG 206-207 LOT 4 20/25/29

PROPOSED ORDINANCE **#25-02**: AN ORDINANCE AMENDING ORDINANCE NO. 3068 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

The City Commission will hold a Public Hearing on **Tuesday, March 4, 2025** at 6:00 p.m. in the Commission Chambers of City Hall, 101 Church Street, Kissimmee, Florida, and will consider the adoption of an Ordinance to rezone the above described property following the public hearing.

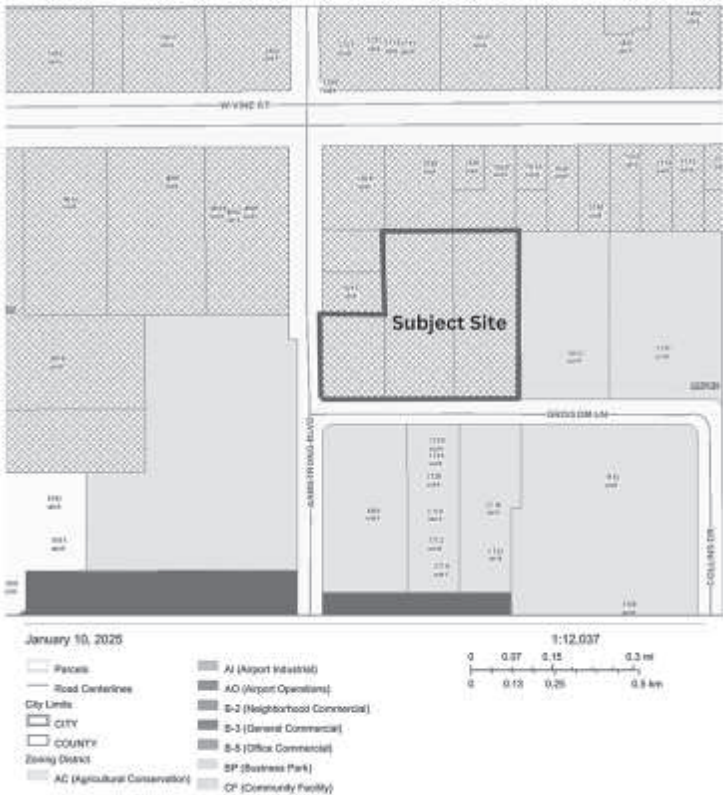
A copy of the proposed Ordinance may be inspected in the office of the Development Services Department at City Hall, 101 Church Street. All interested parties may appear and be heard on the above date. Written opinion will be received until 5:30 p.m., **Tuesday, March 4, 2025**. Any questions may be directed to the Development Services Department at (407) 518-2140 or planning@kissimmee.gov.

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

Reference # **ZMA-23-0005**
Grissom Lane

CITY COMMISSION
KISSIMMEE, FLORIDA

ZMA-23-0005 Zoning Map Amendment Grissom Lane



In accordance with [Florida Statutes](#) 286.26, persons needing assistance to participate in any of these proceedings should contact the Office of the City Clerk (407) 518-2308 prior to the meeting. (FS286.26)

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



MEETING ACTIONS
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, FEBRUARY 5, 2025 AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Board Member Robert Bussiere, Board Member Robert Spalding, Board Member Diana Marrero-Pinto, Board Member Alex Alemi, Board Member Aaron Sabino

Staff Present: Brenda Ryan, Planning Manager, Kalanit Oded, Deputy City Attorney, Cristian Arias, Senior Planner, John Rabon, Senior Planner, Ryan Altizer, Planner II, Kayla Smith, Administrative Assistant II.

Members Absent: Board Member Rebeca Marin, Board Member Yolanda Bernard

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Chairman Robert Bussiere led the audience in the Pledge of Allegiance.

3. MINUTES

3.A Approval of the October 16, 2024 Planning Advisory Board (PAB) Meeting minutes.

Board Member Robert Spalding made a motion to Approve. Board Member Alex Alemi seconded the motion.

AYE: Board Member Bussiere, Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Sabino

NAY: None

Motion to Approve 5 - 0.

3.B Approval of the November 6, 2024 Planning Advisory Board (PAB) Workshop minutes.

Board Member Robert Spalding made a motion to Approve. Board Member Alex Alemi seconded the motion.

AYE: Board Member Bussiere, Board Member Spalding, Board Member Marrero-Pinto, Board Member

Alemi, Board Member Sabino

NAY: None

Motion to Approve 5 - 0

4. OLD BUSINESS

5. NEW BUSINESS

5.A Public Hearing - Conditional Use with Site Specific Redevelopment Plan for a specialized charter school – UCP Charter School - CU-24-0012

Board Member Robert Spalding made a motion to Approve w/Conditions. Board Member Diana Marrero-Pinto seconded the motion.

AYE: Board Member Bussiere, Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Sabino
NAY: None

Motion to Approve w/Conditions Passed 5 - 0.

5.B Public Hearing - Proposed Ordinance #25-02 - Amending the Zoning Map designation from Mixed Use Urban Corridor (T5-U) to Industrial Business (IB): Grissom Lane - ZMA-23-0005

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

Board Member Robert Spalding made a motion to Approve. Board Member Diana Marrero-Pinto seconded the motion.

AYE: Board Member Bussiere, Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Sabino
NAY: None

Motion to Approve Passed 5 - 0.

- 6. PUBLIC HEARINGS**
- 7. DISCUSSION**
- 8. HEAR CHAIRMAN AND BOARD MEMBERS**
- 9. ADJOURNMENT**

Board Member Robert Spalding made a motion to Adjourn. Board Member Diana Marrero-Pinto seconded the motion.

AYE: Board Member Bussiere, Board Member Spalding, Board Member Marrero-Pinto, Board Member Alemi, Board Member Sabino
NAY: None

Motion to Adjourn Passed 5 - 0.

There being no further business to come before the Planning Advisory Board, Chairman Robert Bussiere adjourned the meeting at 6:28 p.m.



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

ADDRESS: Grissom Lane, Dyer Blvd., Collins Dr. Armstrong Blvd.

DATE: 3/15/2024

PLAN NUMBER: LUPA-24-0001 City Initiated Land Use Change Grissom Lane – 1st Review

**Review Status:
APPROVED WITH CONDITIONS.**

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov

1. Future Land Use Change from Mixed Use Vine to Industrial Business.
2. Subject to Planning Advisory Board (PAB) and City Commission approval.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.



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

ADDRESS: n. of Grissom, e. of Armstrong

DATE: 11/17/2023

PLAN NUMBER: ZMA-23-0005 Grissom Lane Properties Zoning Map Amendment -- 2nd Review

**Review Status:
REVISE & RESUBMIT.**

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov

1. This Industrial Business (IB) rezoning includes justification based on the Kissimmee Executive Plat recorded in 1979.
 - a) The City's adoption of the Vine Street Overlay in 2011 or the Form Based Code in 2020 created did not created nonconformities associated with the plat approval in 1979 since the parcels remain undeveloped. The underlying lots meets all of the minimum lot size requirements of the Mixed Use Urban Corridor (T5-U) Zoning.
 - b) The 3 lots included with this rezoning to Industrial Business (IB) were not included in the Kissimmee Industrial Park PUD approved in 1968 (Ordinance 400), therefore, there are no nonconformities uses with the current T5-U Zoning based on a previously approved PUD.
 - c) There may be some other nonconforming determination based on ownership (lot of record) with additional information that may be submitted. But staff support of this rezoning may be provided to only restore the previous Zoning designation prior to the adoption of the Form Based Code, which was Highway Commercial (HC), and not to intensify potential uses on the lots beyond what was previously established.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forth coming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.



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

ADDRESS: 2814 Patrick St.

DATE: 7/17/2023

PLAN NUMBER: LUPA-23-0004 Grissom Lane Properties Land Use Amendment

**Review Status:
REVISE & RESUBMIT.**

PLANNING - Brenda Ryan - 407.518.2104 - Brenda.Ryan@kissimmee.gov

1. The 3 parcels [19-25-29-1562-0001-0040 (Parcel 1), 19-25-29-1562-0001-0050 (Parcel 2), & 19-25-29-1562-0001-0060 (Parcel 3)] are currently vacant and were part of the original Vine St. Overlay that was adopted under Ordinance 2805 on July 19, 2011 and the Vine St. Manual Maps under Resolution 35-2011 and 48-2011 adopted at the July 5th and November 15th 2011 City Commission meetings.
2. There is reference to Ordinance 3050 adopted on December 7, 2021. This ordinance was a text amendment that did not include a Future Land Use Map Amendment that changed the Future Land Use designation on the properties to Mixed Use Vine (MU—V). The MU-V Future Land Use designation was already established on the properties as part of the original Comprehensive Plan Amendment that created the MU-V designation which as part of the larger Evaluation and Appraisal (EAR) based amendments adopted under Ordinance 2771 approved at the August 17, 2010 City Commission meeting.
3. Of the 4 carve out neighborhoods mentioned in the narrative:
 - a) Orange Gardens, Bellavida, and Shingle Creek Recreational Area were not part of the original MU-V or Vine St. Overlay adoptions and remain out of Vine St. CRA today.
 - b) Additional research is required regarding the area between Thacker Ave. and Emory Ave. with the Office-Residential (OR) and Single Family Low Density Residential (SF-LDR). This area may have already been developed at the time of the MU-V and CRA adoptions or there may be other reasoning and justification regarding the Future Land Use designations.
4. Additional discussion is needed to determine if the City can support intense industrial uses that will be adjacent to the primary Vine St. corridor or to maintain the current transitional area that allows for light commercial between the primary corridor and the intense industrial uses south of Grissom Lane.

If you have any questions regarding the comments/conditions above, please use the contact information provided.

Please login to the Citizen Self Service portal at www.kissimmee.gov.energov to upload a response to comments.

Additional comments may be forthcoming as a result of revisions to the plans, any new changes in the information provided, future plan review up to plan approval and permitting and/or with submittal of supporting documentation. When submitting, please provide a response to comments outlining where and how the comments have been addressed.



THE SCHOOL DISTRICT OF OSCEOLA COUNTY, FLORIDA
PLANNING SERVICES DEPARTMENT
SCHOOL CAPACITY REPORT

SDOC#: 2022/23-0238

DRC#: ZMA-23-0005

Current FLU: MU-V
Requested FLU:IN

PROJECT NAME: n/a

Current Zoning: T5-U
Requested Zoning: IB

PROJECT LOCATION: Grissom Lane, Kissimmee,34744

COMMENTS DUE DATE: 7.12.23

PID: 19-25-29-1562-0001-0040

No impact on public school capacity.



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
Osceola County Government Center
2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 19-25-29-1562-0001-0040



Owner Information

Owner Name	B & K FLORIDA INVESTMENTS LLC
Mailing Address	5001 W IRLO BRONSON MEM HWY KISSIMMEE, FL 34746
Physical Address	GRISSOM LN, KISSIMMEE FL 34741
Description	VACANT INDUSTRIAL
Tax District	200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 06/06/2023, which are subject to change prior to certification

Land	\$160,800
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$160,800
Assessed(estimated)	\$135,036
Exemption(estimated)	\$0
Taxable(estimated)	\$135,036

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

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 03/24/2023

Land	\$133,900
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$133,900
Assessed*	\$122,760
Exemption	\$0
Taxable	\$122,760

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

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5678-1640	\$425,000	2020-02-18	WD
1	4762-1712	\$210,000	2015-04-10	SW
2	1104-0061	\$0	1992-12-30	TD
3	0711-0750	\$0	1984-01-01	WD
4	0618-0771	\$0	1982-12-01	QC
5	0344-0127	\$1,149,000	1976-10-29	WD

Land Information - Total Acreage: 0.70

Land Description	Units	Depth	Land Type	Land Value
INDUSTRIAL SQ FT	30579.12	0.00	SF	\$160,800

Legal Description

Legal Description KISSIMMEE EXECUTIVE PARK PB 2 PG 206-207 LOT 4 20/25/29



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
Osceola County Government Center
2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 19-25-29-1562-0001-0050



Owner Information

Owner Name	B & K FLORIDA INVESTMENTS LLC
Mailing Address	5001 W IRLO BRONSON MEM HWY KISSIMMEE, FL 34746
Physical Address	GRISSOM LN, KISSIMMEE FL 34741
Description	VACANT INDUSTRIAL
Tax District	200 - KISSIMMEE

Tax Values

Current Values

Current Value represents working appraised values as of 06/06/2023, which are subject to change prior to certification

Land	\$344,400
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$344,400
Assessed(estimated)	\$289,190
Exemption(estimated)	\$0
Taxable(estimated)	\$289,190

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

Certified Values

Certified Value represents certified values that appeared on the tax roll as of 03/24/2023

Land	\$286,800
AG Benefit	\$0
Extra Features	\$0
Buildings	\$0
Appraised(just)	\$286,800
Assessed*	\$262,900
Exemption	\$0
Taxable	\$262,900

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

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5678-1640	\$425,000	2020-02-18	WD
1	4762-1712	\$210,000	2015-04-10	SW
2	1104-0061	\$0	1992-12-30	TD
3	0711-0750	\$0	1984-01-01	WD
4	0618-0771	\$0	1982-12-01	QC

Land Information - Total Acreage: 1.50

Land Description	Units	Depth	Land Type	Land Value
INDUSTRIAL SQ FT	65470.68	0.00	SF	\$344,400

Legal Description

Legal Description KISSIMMEE EXECUTIVE PARK PB 2 PG 206-207 LOT 5



Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser
www.property-appraiser.org
Osceola County Government Center
2505 East Irlo Bronson Memorial Hwy, Kissimmee, FL 34744
Ph: (407) 742-5000 Fax: (407) 742-4900

Parcel: 19-25-29-1562-0001-0060



Owner Information

Owner Name	B & K FLORIDA INVESTMENTS LLC
Mailing Address	5001 W IRLO BRONSON MEM HWY KISSIMMEE, FL 34746
Physical Address	GRISSOM LN, KISSIMMEE FL 34741
Description	VACANT INDUSTRIAL
Tax District	200 - KISSIMMEE

Tax Values

Current Values		Certified Values	
Current Value represents working appraised values as of 06/06/2023, which are subject to change prior to certification		Certified Value represents certified values that appeared on the tax roll as of 03/24/2023	
Land	\$341,200	Land	\$284,100
AG Benefit	\$0	AG Benefit	\$0
Extra Features	\$0	Extra Features	\$0
Buildings	\$0	Buildings	\$0
Appraised(just)	\$341,200	Appraised(just)	\$284,100
Assessed(estimated)	\$286,407	Assessed*	\$260,370
Exemption(estimated)	\$0	Exemption	\$0
Taxable(estimated)	\$286,407	Taxable	\$260,370
* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap		* Assessed Values Reflect Adjustments for Agricultural Classification and/or the Save Our Homes Cap	

Sales Information

Seq	ORB-Pg	Price	Date	Deed Type
0	5678-1640	\$425,000	2020-02-18	WD
1	4762-1712	\$210,000	2015-04-10	SW
2	1104-0061	\$0	1992-12-30	TD
3	0711-0750	\$0	1984-01-01	WD
4	0618-0771	\$0	1982-12-01	QC

Land Information - Total Acreage: 1.49

Land Description	Units	Depth	Land Type	Land Value
INDUSTRIAL SQ FT	64860.84	0.00	SF	\$341,200

Legal Description

Legal Description KISSIMMEE EXECUTIVE PARK PB 2 PG 206-207 LOT 6 LESS E 23 FT FOR RR R/W

The parcels subject to this request for a future land use change and a zoning change are:

1. 19-25-29-1562-0001-0040 (Parcel 1)
2. 19-25-29-1562-0001-0050 (Parcel 2)
3. 19-25-29-1562-0001-0060 (Parcel 3)

These parcels shall be collectively referred to as the Applicant Parcels.

The Applicant Parcels are located on Grissom Lane, south of W. Vine Street, west of Dyer Boulevard and east of Armstrong Boulevard. The Applicant Parcels are not adjacent to W. Vine Street. The parcel to the west of Parcel 1 is undeveloped but is the Armstrong Commerce Center MUPUD that allows for industrial uses. The parcel to the north of Parcel 1 and west of Parcel 2 operates as a landscaping company and tire and auto service facility. The parcel caddy-corner to Parcel 2 is the Crown Motel. The parcels to the north of Parcels 2 & 3 are restaurants. The parcel to the east of Parcel 3 is a Spectrum warehouse. Other parcels along Grissom Lane operate as a general auto repair shop and warehouses. With the exception of the Applicant Parcels, all the parcels along Grissom Lane are part of the Kissimmee Industrial Park PUD. The Kissimmee Industrial Park PUD is largely developed and most of the properties within the Kissimmee Industrial Park PUD operate with an industrial use. As you move further south from the Applicant Parcels, and the Kissimmee Industrial Park PUD, there is a large industrial zone, which ultimately ends at the City of Kissimmee Airport. This area of the City has served as an industrial zone for many years as evidenced by the Armstrong Commerce Center MUPUD which the City approved in 2006 and the Kissimmee Industrial Park PUD which the City approved in 1968.

The Applicant Parcels are part of the Kissimmee Executive Park Plat (KEP Plat) as recorded in 1979, in Plat Book 2, Pages 206-207, in the Public Records of Osceola County, Florida. The KEP Plat was a replat of the Kissimmee Industrial Village Plat as recorded in 1971 in Plat Book 2, Page 68. The only parcels east of Armstrong Boulevard in the KEP Plat which are not part of the Kissimmee Industrial Park PUD are the Applicant's Parcels and the two parcels north of Parcel 1. The KEP Plat shows the parcels in the Kissimmee Industrial Park PUD were meant to be developed in a cohesive manner with the Applicant Parcels.

On July 19, 2011, the City of Kissimmee adopted Ordinance No. 2805 which created the Vine Street Overlay. On July 5, 2011, The City of Kissimmee adopted Resolution 35-2011 which adopted the general policy and direction set forth in the Vine Street Redevelopment Overlay District Development Manual. Then, on November 15, 2011, the City adopted Resolution 48-2011, which incorporated the maps from the Vine Street Redevelopment Manual. After these resolutions and subsequent changes to the City's land development code, the City initiated a land use change application for the applicant's parcels, reclassifying the land use for these parcels to Mixed-Use Vine Street (MU-V). After the adoption of the form based code, the zoning designation for the parcels were also changed through a City initiated change to T5-U from Industrial Business.

Throughout the creation of the Vine Street Overlay District, the City carved out specific areas along W. Vine Street from the MU-V future land use designation, including:

1. The Orange Gardens neighborhood has a Single-Family Low Density Residential future land use designation.
2. The Bellavida neighborhood has a Multiple Family High Density Residential future land use designation.
3. The Shingle Creek Recreational Area which abuts W. Vine Street has a Recreation future land use designation.
4. The parcels between Thacker Avenue and N. Emory Avenue have an Office Residential and Single-Family Low Density Residential future land use designation.

These carve outs recognize well established and defined areas of development that do not fit within the confines of the MU-V future land use designation. These areas were largely developed prior to the existence of the Vine Street Overlay District.

The industrial park surrounding the Applicant Parcels is like these other well-established and defined neighborhoods. These buildings were built well before the creation of the Vine Street Overlay District and have continued to operate with industrial uses. While the Applicant Parcels are undeveloped, the Applicant Parcels are still part of the industrial community, as evidenced by the inclusion in the Kissimmee Executive Park Plat. Requiring the Applicant to develop the Applicant Parcels for non-industrial use, will change the neighborhood, something the City sought to avoid for already established neighborhoods. For the Applicant Parcels to meet the established pattern of their neighborhood, industrial uses are more compatible than the uses permitted in the T5-U zoning district.

While the T5-U zoning designation permits many uses, heavier industrial uses that are allowed in the Industrial Business District, are not allowed in the T5-U district. These uses include:

1. Manufacturing, light;
2. Manufacturing, medium;
3. Manufacturing, heavy (conditional use)
4. Wholesale trade establishments
5. Communication service establishments
6. Equipment sales and leasing, heavy (conditional use)
7. Motor vehicle repair, heavy (conditional use)
8. Motor vehicle repair, light¹
9. Repair service establishment, heavy (conditional use)
10. Storage facilities, self-service²
11. Warehouse

The applicant is seeking a land use plan amendment and zoning amendment to modify the future land use designation and zoning designation of the Applicant Parcels from MU-V to Industrial Business (IN) and T5-U to Industrial Business District (IB). These amendments allow the Applicant Parcels to be developed in conformity with the surrounding properties. The City is very limited on industrial areas with a few pockets along the Florida's Turnpike and N. John Young

¹ This is a conditional use in T5-U.

² This is a conditional use in T5-U.

Parkway. The largest area of industrial properties in the City is adjacent to the Applicant's Parcels. It is often hard to create industrial areas within an established, built out city as many residents do not want to live near industrial businesses. However, in an area that is already largely industrial, there is little conflict with the neighbors. Industrial uses on Applicant Parcels, fits and supports the area. Furthermore, industrial jobs support the expansion of the City of Kissimmee Airport and the economic development in the region. The Applicant Parcels are set back from W. Vine Street and will not create any sort of undesirable view from the Vine Street corridor. However, the proximity to W. Vine Street allows individuals to utilize public transportation to get to and from any jobs that are ultimately developed on the Applicant Parcels. Based on all of these factors, the applicant requests the City grant the land use amendment and the zoning amendment for the Applicant Parcels.

ITEM 7.A**Approval of City Commission Minutes from the February 18, 2025, meeting****Request**

Request Commission approval of the February 18, 2025, Commission Minutes.

Explanation

Minutes of the Commission meeting held on February 18, 2025, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Department: City Commission

Presenter:

Attachment(s):

1. (S) CCM MIN FEB 18 2025



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 18, 2025 AT 6:00 PM**

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, Carlos Alvarez, III, Janette Martinez

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

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Alvarez led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing In of New Firefighters

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

Fire Chief Jim Walls administered the Oath of Office to Firefighters: Robert Stumpf, Matthew Roberts, Logan Wade, Michael Perceval, and Luis Morales

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

5. PUBLIC HEARINGS

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

Jordan Rivera, 1912 Ernest Street, Kissimmee, FL, discussed the Osceola Response T.E.A.M. "Open the Freezers" operation, which provides food to the community through donations. He also provided his business card for the commission and staff (Exhibit "A").

Ray Parsons, 117-B Broadway, Kissimmee, FL requested an update on the downtown streetscape project. City Manager Steigerwald confirmed the project is on schedule, with the bidding opening in spring/summer and work set to begin in the fall. He noted that the project will span several years.

Rubin Anderson, 308 Lesesne Street, Kissimmee, FL, addressed remarks from a previous commission meeting, highlighting his community involvement and dedication to the city and black history.

Keith Dinatale, 205 Lakeview Drive, Kissimmee, FL representing the American Legion, provided an update and project overview of "The Wall that Heals"; serving as a Vietnam memorial replica coming to Kissimmee, and emphasized the need for volunteers and donations.

Chared Aguirre, 7800 Southland Blvd, Orlando, FL, representing Local 737, invited the commission to a meeting at the Hilton Palace and urged them to carefully consider the hotel development proposals.

Ella Wood, 1833 Biscayne Drive, Winter Park, FL representing Local 737 also discussed the upcoming hotel project in Kissimmee, urging a workshop to review proposals and ensure the city benefits from the revenue. She emphasized the land's value and the need for public benefit, advocating for the best decision for the City's long-term success.

Santiago Fernandez, 8496 Ridgewood Avenue, Cape Canaveral, FL representing KPDG, Inc. reviewed his background and introduced the development team. He underlined the importance of hotel development downtown and the potential attraction that Kissimmee offers, sharing their vision for the city.

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

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the February 4, 2025 Workshop and City Commission meeting
Request Commission approval of the February 4, 2025, Workshop and City Commission Minutes.
- 7.B Approval of early renewal of lease purchase agreement between the City of Kissimmee and Axon Enterprise, Inc.
Approval of the early renewal of lease purchase agreements under the Officer Safety Program for the Police Department, which includes Conducted Electrical Weapons (CEWs), body cameras, and digital evidence storage, extending the current agreements with Axon Enterprise, Inc. (Contracts 20230146 & 20240281) for a new five-year term.
- 7.C Purchase of Wheeled Hydraulic Excavator
Approval to purchase a M322 Wheeled Hydraulic Excavator from Ring Power Corporation in the amount of \$410,206.00.
- 7.D Sidewalk Easement for the Pinnacle at the Wesleyan Apartments
Approval of a sidewalk easement with Pinnacle at the Wesleyan, LLC, for the multifamily development known as Pinnacle at The Wesleyan Apartments. (Contract #20250169).
- 7.E Reclassification of Part-Time Police Accreditation Specialist to Full-Time Accreditation Manager
The Kissimmee Police Department requests the reclassification of our part-time Accreditation Specialist to a full-time Accreditation Manager (Pay Grade 21). This will increase our current civilian staffing allocation by one full-time position and will eliminate one part-time position.
- 7.F Development Agreement between the City of Kissimmee and United Cerebral Palsy of Central Florida, Inc. (UCP) for the UCP Osceola Campus Charter School
Approval of a Development Agreement (contract #20250175) to deem UCP Osceola Campus a Project of Significant Importance to the City and acknowledge the Developer's request for flexibility from the Form-Based Code on specific design considerations for the project located at 200 W. Vine Street.

- 7.G Interlocal Agreement between the City of Kissimmee and the Vine Street Community Redevelopment Agency regarding Bond Funding
Approval of an Interlocal Agreement between the Vine Street Kissimmee Community Redevelopment Agency (CRA) and the City of Kissimmee, Contract #20250168, for the portion of the Series 2024 Capital Improvement Refunding Revenue Bonds associated with the Vine Street Kmart Site Acquisition.
- 7.H Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.
- 7.I Change Order to Increase the Funding and Extend the Completion Date for the Rehabilitation of 1703 Smith Street
Approval of Change Order #1 and #2, contract #20240039, increasing the funding amount and extending the completion date for the rehabilitation of 1703 Smith Street.
- 7.J Subrecipient Agreement with Habitat for Humanity of Greater Orlando & Osceola County, Inc. to Construct New Housing
Approve and execute the State Housing Initiatives Partnership (SHIP) Program Agreement, contract number #20240038, between the City of Kissimmee and Habitat for Humanity of Greater Orlando & Osceola County, Inc. to construct two affordable homes on Lincoln Street.
- 7.K Contract Extensions for Roofing Installation and Repair Contractor Services
Approval to extend the continuing services contracts for Roofing Installation and Repair Contractor Services with the following contractors: (1) Advanced Roofing, Inc. (Contract #20230046), (2) Atlas Apex Roof LLC (Contract #20230168), and (3) Springer-Peterson Roofing and Sheet Metal (Contract #20230067).
- 7.L Business Leases for 1021 West Oak Street, Suite C and Suite F
Request approval of the two (2) business leases for 1021 West Oak Street, Suite C, Perfect Stitch, contract number 20250179 and Suite F, Amazing T's, contract number 20250181.

8. DISCUSSION ITEMS

- 8.A East Central Florida Regional Planning Council Resilient Corridors Coalition Memorandum of Understanding
Approval of the Resilient Corridors Coalition Memorandum of Understanding (MOU), Contract #20250167, between the East Central Florida Regional Planning Council and the City of Kissimmee.
- Economic Development Director David Rodriguez introduced Luis Nieves from the East Central Florida Regional Planning Council, who reviewed a PowerPoint presentation attached to the agenda regarding the Brownfields Program.
- Commissioner Eady made a motion to approve. Commissioner Alvarez seconded the motion.
- AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez, Mayor-Commissioner Espinosa, Commissioner Ortiz
NAY: None
- Motion carried 5 - 0.
- 8.B Kissimmee Place Development Group, Inc.-Public Private Partnership Unsolicited Proposal

This request is to update the Commission on the Kissimmee Place Development Group, Inc. Unsolicited Proposal and seek direction from the City Commission.

City Manager Steigerwald reviewed the project history and the number of proposals for each property, recommending a workshop to ensure compliance with public-private partnership rules, and to allow all entities to present their proposals. He also suggested approving KPDG to move forward with the airport parcel under the Right of First Refusal for the next planning phase.

City Attorney Sanchez de Fuentes pointed out missing criteria that the developer had not submitted, despite the city's request. KPDG representative Santiago Fernandez, with legal counsel Ms. Montgomery, was unaware of the missing documents but pledged to provide them quickly, despite concerns about creating a public record. City Attorney Sanchez de Fuentes confirmed the lease draft is in progress.

Mayor Espinosa stressed protecting public funds due to the large investment and urged KPDG to bring all necessary information to the workshop.

Commissioner Alvarez made a motion to schedule a future workshop to evaluate the proposals received and allow KPDG to proceed with the next phase of the airport parcel development as a non P3, pending submission of a revised proposal, subject to legal review and approval. Commissioner Eady seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Commissioner Martinez, Mayor-Commissioner Espinosa, Commissioner Ortiz

NAY: None

Motion carried 5 - 0.

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.C (VSCRA) Interlocal Agreement between the City of Kissimmee and the Vine Street Community Redevelopment Agency regarding Bond Funding

Approval of the Interlocal Agreement between the Vine Street Community Redevelopment Agency (CRA) and the City of Kissimmee, Contract #20250168, for the portion of the Series 2024 Capital Improvement Refunding Revenue Bonds associated with the Vine Street Kmart Site Acquisition.

Economic Development Director David Rodriguez reviewed the project details attached to the agenda.

Board member Martinez made a motion to approve. Board member Eady seconded the motion.

AYE: Board member Alvarez, Board member Eady, Board member Martinez, Chairwoman Espinosa, Board member Ortiz

NAY: None

Motion carried 5 - 0.

8.D (VSCRA) Change orders for Kissimmee Utility Authority Line Extension Contracts for the Vine Street CRA

Approval of change orders for Contract #20230210 and Contract #20230212 for the Kissimmee Utility Authority Contract for Line Extension Services for the streetlight upgrades

on the Vine Street corridor.

Economic Development Director David Rodriguez reviewed the details of the two change orders attached to the agenda.

Board member Alvarez made a motion to approve. Board member Martinez seconded the motion.

AYE: Board member Alvarez, Board member Eady, Board member Martinez, Chairwoman Espinosa, Board member Ortiz

NAY: None

Motion carried 5 - 0.

8.E (VSCRA) Kissimmee Utility Authority Contract for Line Extension Services for streetlight upgrades on the Vine Street corridor.

Approval of the Kissimmee Utility Authority Contract for Line Extension Services, Contract #20250166, for streetlight upgrades on the Vine Street corridor.

Economic Development Director David Rodriguez reviewed the need for the line extensions and confirmed that the work has not yet started.

Board member Alvarez made a motion to approve. Board member Martinez seconded the motion.

AYE: Board member Alvarez, Board member Eady, Board member Martinez, Chairwoman Espinosa, Board member Ortiz

NAY: None

Motion carried 5 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald provided updates on upcoming events: Taste of Kissimmee at Ruby Plaza and the Black History Month Celebration at Chambers Park.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez expressed excitement for the upcoming workshop to review the hotel proposals. Commissioner Ortiz thanked Interim Chief Anzueto for his service as he prepares to depart the city. Commissioner Eady proposed that the city consider running an employee food pantry, and City Manager Steigerwald agreed to explore the idea. Mayor Espinosa invited the community to the Osceola County Fair, Silver Spurs Rodeo, and a Puerto Rican Chamber of Commerce Meeting at Matador.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:13 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

OSCEOLA RESPONSE
T.E.A.M.

 **OPEN THE FREEZERS** 
407-414-2660

Donate Find The Freezer

Search & Rescue • Food Bank • Elderly Help • Storm Team
Disaster Relief • Events • Fundrasers • Safety Patrol

help@osceolaoert.org **sam# sasdelpx2quq**

ITEM 7.B

2024 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs

Request

Approval to accept the 2024 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs, in the amount of \$25,915.52. (Grant BVP25) and provide authorization to the Police Chief to execute any agreements related to this grant.

Explanation

The City of Kissimmee has been notified by the Bureau of Justice Assistance that it has awarded funds under the Fiscal Year 2024 Patrick Leahy Bulletproof Vest Partnership solicitation. The award total is \$25,915.52. These monies will be allocated for the partial funding of bulletproof vests as outlined in the grant application. The balance of the funds needed for the purchase of the remained of the bulletproof vests will come from the department's General Fund.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00100331 331100	BVP25	Increase	\$25,916	
00130303 505257	BVP25	Increase	\$25,916	

Financial Summary:

Grant funds will be deposited in the above accounts.

Recommendation

Accept the FY2024 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs and authorize the Police Chief to execute any agreements related to this grant.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. 2024 BVP application awarded

City of Kissimmee



APPLICATION DETAILS

1. AGENCY PROFILE

2. APPLICATION

3. PAYMENT

4. STATUS

5. PERSONAL INFO

HELP

JUR: KISSIMMEE CITY, FL

LOGOUT

OMB #1121-0235
(Expires: 10/31/2016)

APPLICATION PROFILE

Participant KISSIMMEE CITY

Fiscal Year 2024

Number of Agencies Applied 0

Total Number of Officers for Application 161

Number of Officers on Approved Applications 161

APPLICATION PROFILE

Fiscal Year 2024

Vest Replacement Cycle ⓘ 5

Number of Officers 161

Number of Stolen or Damaged Emergency Replacement Needs ⓘ 0

Number of Officer Turnover 5

APPLICATION DETAILS

NIJ#	Quantity	Unit Price	Extended Cost	Tax Shipping and Handling	Total Cost
AXII-4	32	\$1,640.00	\$52,480.00	\$0.00	\$52,480.00
Grand Totals	32		\$52,480.00	\$0.00	\$52,480.00

AWARD SUMMARY FOR FY2024 REGULAR FUND

Funds Type	Eligible Amount	Award	Date Approved	Status
Regular Fund	\$52,480.00	\$25,915.52	09/26/24	Approved by BVP
Grand Totals:	\$52,480.00	\$25,915.52		

RETURN

ITEM 7.C

Subordination Agreement and Resolution for Parcel No. 819.3 with the Florida Department of Transportation

Request

Approval of the Subordination Agreement and Resolution for Parcel No. 819.3 for the Florida Department of Transportation (FDOT) State Road 500 Project and authorizing the Mayor to execute the documents and perform necessary follow-up actions. (Contract: 20250187)

Explanation

The City holds an access easement on Parcel No. 819.3 (Aston Square) along State Road 500 (Vine St.). FDOT requests subordination of this easement for a drainage bypass project affecting Easement "A," which leads to a drainage canal. FDOT has provided the required documents to address the City's interests. The agreement and resolution are ready for approval.

The resolution subordinates the City's easement rights in favor of FDOT for the construction or improvement of State Road 500, Section 92030-2507, Osceola County. The subordination is deemed in the City's best interest and supports the public welfare.

Recommendation

Approve the Subordination Agreement and associated Resolution for Parcel No. 819.3, and authorize the Mayor to execute both.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) City Resolution for Subordination - Parcel No. 819.3 (3)
2. (S) Subordination Agreement - Parcel No. 819.3 (Aston Square)
3. Vicinity Map

36-SUB.04-04/03

November 12, 2024

This instrument prepared by

Robin D. Derr

Under the direction of

DANIEL L. MCDERMOTT, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 819.3R

SECTION 92030-2507

P.M. NO. 21-D09

STATE ROAD 500

COUNTY OSCEOLA

RESOLUTION _____

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 500, Section No. 92030-2507, in Osceola County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by City of Kissimmee, Florida, be subordinate to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the City: and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a subordination of access easement interest, or interests, in favor of the State of Florida Department of Transportation, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of Kissimmee, Florida, that the application of the State of Florida Department of Transportation for a subordination of access easement interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of access easement interest, or interests, in favor of the State of Florida Department of Transportation, in the City of Kissimmee, Osceola County, Florida, should be drawn and executed by _____, on behalf of this Board of City Commissioners.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 719 South Woodland Blvd., DeLand, Florida, 32720-6834.

PARCEL NO. 819.3R
SECTION 92030-2507
P.M. NO. 21-D09
PAGE 2

STATE OF FLORIDA

COUNTY OF OSCEOLA

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of Kissimmee, Florida, at a meeting held on the ____ day of _____, _____.

Mayor, Board of City
Commissioners Kissimmee, Florida

36-SUB03-04/03

November 12, 2024

This instrument prepared by

Robin D. Derr

Under the direction of

DANIEL L. MCDERMOTT, ATTORNEY

Department of Transportation

719 South Woodland Boulevard

DeLand, Florida 32720-6834

PARCEL NO. 819.3
SECTION 92030-2507
P.M. NO. 21-D09
STATE ROAD 500
COUNTY OSCEOLA

SUBORDINATION AGREEMENT

THIS AGREEMENT Made this _____ day of _____, _____, by and between City of Kissimmee, hereinafter called the "party of the first part", and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department".

WITNESSETH:

WHEREAS, the party of the first part is the holder of a certain access easement recorded the 20th day of May, 2021, in Plat Book 30, Page 153, of the Public Records of Osceola County, Florida, herein after called the "Interest" and,

WHEREAS, a portion of the land encumbered by said interest is required by the Department for public transportation purposes;

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, paid, the receipt and sufficiency of which is hereby acknowledged, the party of the first part hereby agrees, covenants, and consents with the Department that the aforesaid interest is and shall continue to be subject and subordinate to the property rights of the Department insofar as said interest affects the following described property, viz:

See Sketch of Description attached hereto as Exhibit "A" and made a part hereof

This subordination agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto.

PARCEL NO. 819.3
SECTION 92030-2507
P.M. NO. 21-D09
PAGE 2

IN WITNESS WHEREOF, the City has caused these presents to be executed in its name by its Board of City Commissioners acting by the Chairperson or Vice-Chairperson of said Board, the day and year aforesaid.

Signed, sealed and delivered in
the presence of: Two witnesses
required by Florida Law

CITY OF KISSIMMEE, FLORIDA,
By Its Board of City
Commissioners

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS: _____

By: _____

Its Chairperson
(or Vice-Chairperson)

SIGNATURE LINE
PRINT/TYPE NAME: _____
ADDRESS: _____

ATTEST: _____
Clerk (or Deputy Clerk)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ as identification.

PRINT/TYPE NAME: _____
Notary Public in and for the
County and State last aforesaid.
My Commission Expires: _____
Serial No., if any: _____

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 3A, ASTON SQUARE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGES 153-154, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 3A; THENCE RUN N88°24'40"W ALONG THE SOUTH LINE OF SAID LOT 3A, A DISTANCE OF 10.47 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°24'40"W ALONG SAID SOUTH LINE, A DISTANCE OF 28.22 FEET; THENCE DEPARTING SAID SOUTH LINE RUN N00°00'00"W, A DISTANCE OF 20.01 FEET; THENCE RUN S88°24'40"E, A DISTANCE OF 28.22 FEET; THENCE RUN S00°00'00"E, A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 564 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

ABBREVIATIONS/LEGEND

SEC. SECTION
O.R.B. OFFICIAL RECORDS BOOK
PGS. PAGES
TEMP. TEMPORARY
R RADIUS
L LENGTH
CB CHORD BEARING
CD CHORD DISTANCE
Δ CENTRAL ANGLE
○ DESCRIPTIVE POINT

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: KIMAYA, LLC

CERTIFIED TO: FLORIDA DEPARTMENT OF TRANSPORTATION

DATE OF SKETCH	10/28/2024	REVISIONS
SCALE	1" = 30'	CERTS 10/29/24
F.B.	PAGE	
SECTION	14	
TWP.	25 S., RNG. 29 E.	
JOB NO.	15-017B	SHEET 1 OF 2

JOHNSTON'S
SURVEYING INC

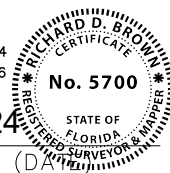
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140 LB 966

R.D.B.

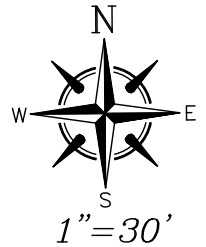
10/29/2024

RICHARD D. BROWN, P.S.M #5700

NOTE: NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND SEAL.



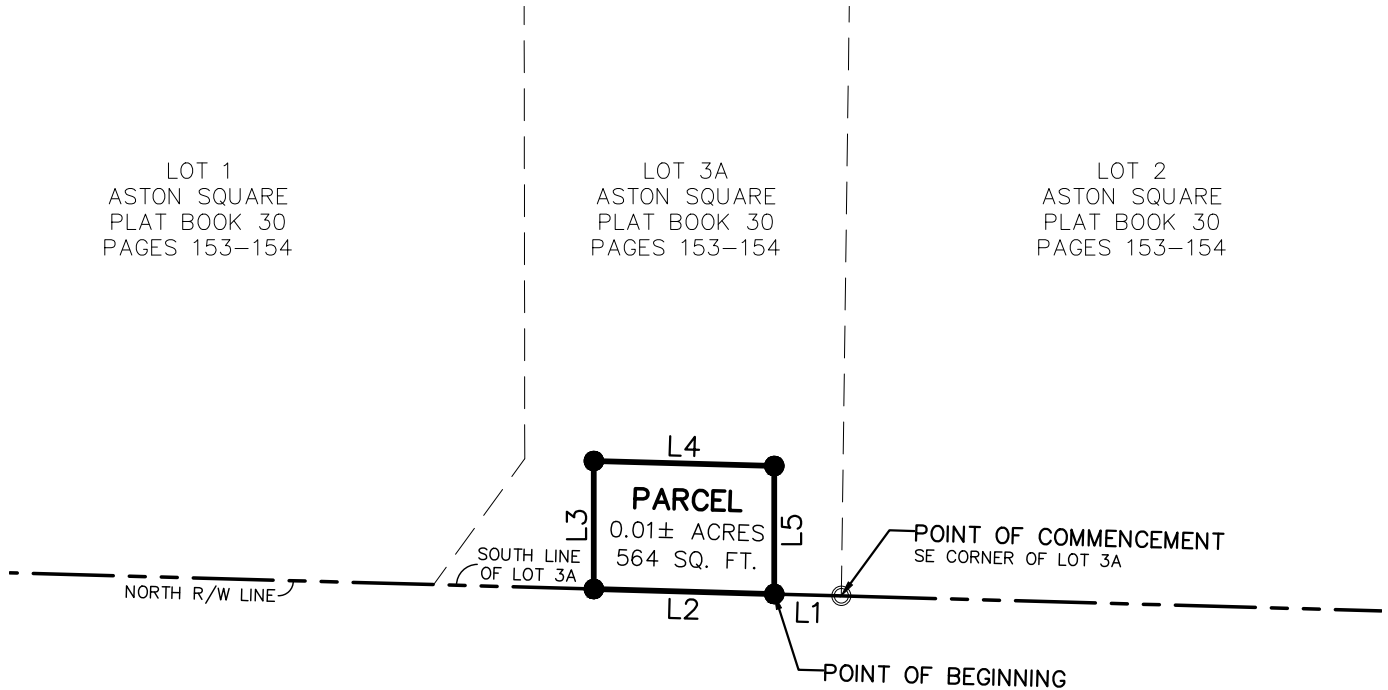
SKETCH OF DESCRIPTION



LOT 1
ASTON SQUARE
PLAT BOOK 30
PAGES 153-154

LOT 3A
ASTON SQUARE
PLAT BOOK 30
PAGES 153-154

LOT 2
ASTON SQUARE
PLAT BOOK 30
PAGES 153-154



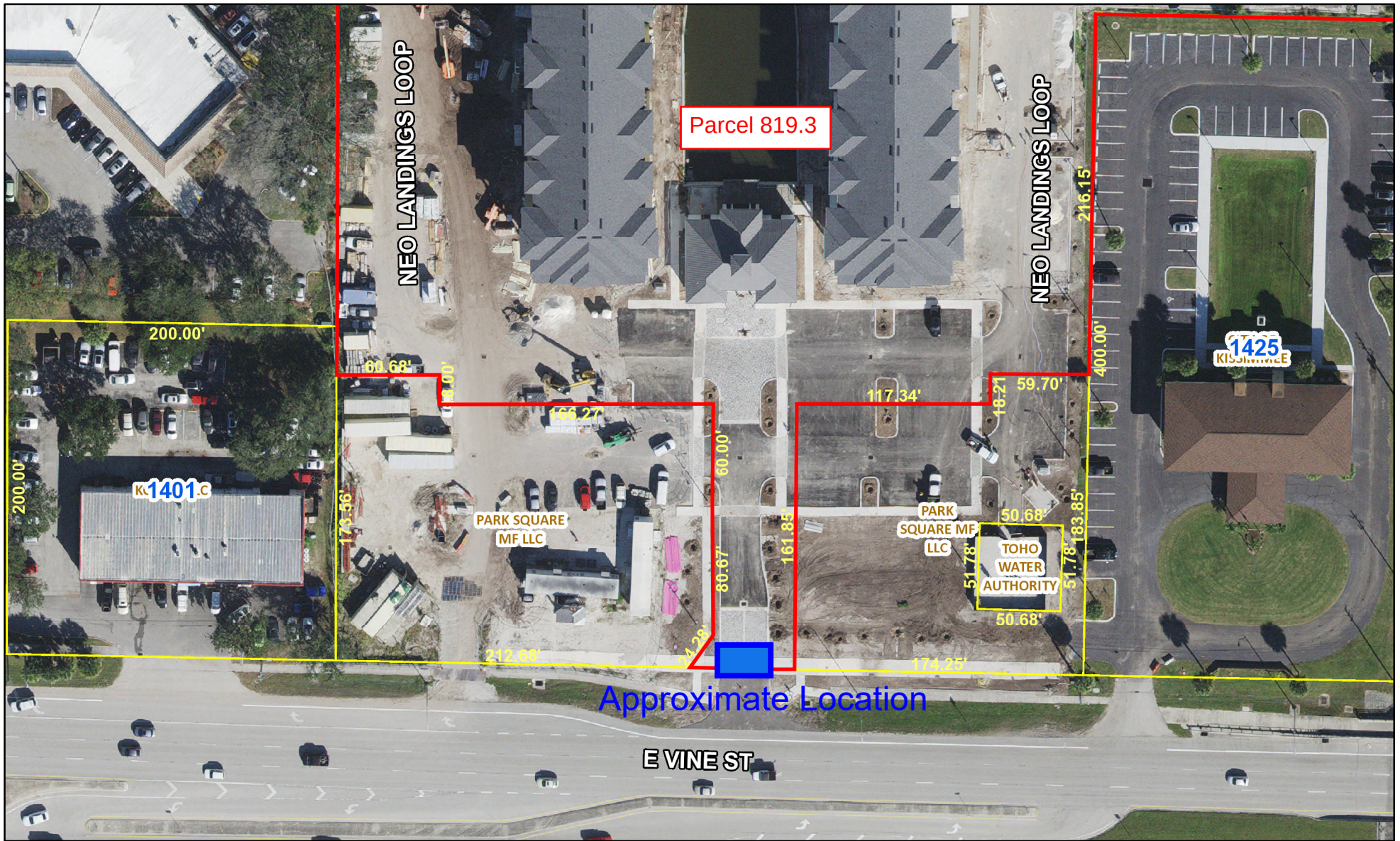
STATE ROAD 500

184.00' RIGHT OF WAY PER FDOT RIGHT
OF WAY MAP SECTION 92030-2507

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	N88°24'40"W	10.47'
L2	N88°24'40"W	28.22'
L3	N00°00'00"W	20.01'
L4	S88°24'40"E	28.22'
L5	S00°00'00"E	20.01'

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140 LB 966



Subordination Agreement and Resolution Between City and FDOT (Aston Square)

Date Generated: 9/6/2024

0 80 160 320 Feet



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

ITEM 7.D

Negotiate Construction Manager at Risk Agreement for Fire Station No. 2 Mill Run

Request

Approval to authorize staff to negotiate an agreement with Core Construction for RFP2024-008, Construction Manager at Risk services for Fire Station No. 2 Mill Run project.

Explanation

The Public Works & Engineering Department requested the Purchasing Division to solicit proposals from qualified firms for the selection of an experienced construction management company to oversee the Fire Station #2 Mill Run and site development project. The selected Construction Manager at Risk (CMAR) will collaborate with the design consultant, Lunz Group, throughout the design, bid/award, and construction phases of the project.

A Request for Proposals (RFP2024-008) was issued and advertised on November 10, 2024, in the Orlando Sentinel, Demand Star, and Vendor Link. The bid opening took place on December 16, 2024, and copies of the bid submissions and abstracts were provided following the opening.

The Construction Manager will utilize an open-book approach and provide a Guaranteed Maximum Price (GMP) with full disclosure of actual costs to the City. Additional responsibilities include construction administration, construction reviews, pre-bid conferences, pre-award meetings, and construction progress meetings.

If the City is unable to reach an agreement with Core Construction, negotiations will proceed with the second-highest-ranked firm, Balfour Beatty Construction, LLC. Once full costs are negotiated, the GMP will be brought back to the City Commission for final approval.

Recommendation

Approval to negotiate an agreement with Core Construction for Construction Manager at Risk services for Fire Station No. 2 Mill Run project.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. RFP2024-008 Construction Manager at Risk – Fire Station #2 Mill Run.
2. Notice Of Intended Action.

**City of Kissimmee
RECORDED SUBMITTALS**

RFP2024-008 CMAR - Kissimmee Mill Run Fire Station

December 16, 2024 at 2:30 PM EST

COMPANY NAME	CITY, STATE
Arnco Construction	St. Cloud, Florida
Core Construction	Orlando, Florida
Balfour Beatty	Orlando, Florida
Scoripo	Maitland, Florida

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.



PURCHASING OFFICE
101 CHURCH STREET KISSIMMEE,
FL 34741

NOTICE OF INTENDED ACTION

Date: January 15, 2025
To: All Submitters on Record
Issued By: Debbie Luke, Purchasing Coordinator
Subject: RFP2024-008 CMAR - Kissimmee Mill Run Fire Department

The Evaluation Committee has completed their review and evaluation process for the above referenced solicitation. The Purchasing Division hereby provides notice that the Evaluation Committee's recommendation is to award this solicitation to Core Construction. This shall now be submitted to the Commission to seek the process to start the award.

We appreciate your hard work on this project and will be pleased to see your interest in other projects that come up for the City of Kissimmee.

Respectfully,

Purchasing

ITEM 7.E

Ministerial Approval - General Pension Board Appointment

Request

Request Commission ministerial approval of the reappointment of Janin Butler as the seventh member of the General Pension Board of Trustees. Ms. Butler is a current member whose term expired on September 30, 2024.

Explanation

As is written in the City Code, the General Pension Board has a seventh member (Trustee) who shall be chosen by a majority of the previous six (6) Trustees and shall be a legal resident of the City or own a business located in the City. The seventh person shall not be a member of the plan, a retiree, or an employee or an officer of the City or Toho Water Authority. The seventh Trustee shall be ratified by the City Commission and have the same rights of each of the other six (6) Trustees who have been appointed or elected. This position will serve a two-year term unless vacated sooner.

If approved, Ms. Butler's new term will expire September 30, 2026.

Recommendation

Staff and the General Pension Board recommend approval.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 7.F

Mill Run Pond Outfall Improvements Design

Request

Approval to issue Task Work Order No. 2 to Michael Baker International, Inc., contract # 20230232 for professional services for Mill Run Pond Outfall Improvements Design in the amount of \$187,947.

Explanation

On June 6, 2023, Michael Baker International, Inc. was selected to conduct a flood study for the Mill Run Pond basin and adjacent areas to identify the cause of flooding and provide concept-level alternatives to improve conditions. Michael Baker collected data on the existing infrastructure, field condition observation of existing drainage structures, and surveys for \$68,614 under task work order No. 1.

Michael Baker proposed three alternative projects to alleviate flooding in this area. The City selected alternative project #3 from the Mill Run Pond Flood Study Report to provide stormwater attenuation to mitigate the flooding, which requires additional data to be collected to supplement the hydraulic model.

This additional task work order No.2 will enable the consultant to collect and evaluate the pre- and post-development discharge, stage, and velocities at multiple locations within Mill Slough to determine the allowable discharge at the proposed outfall location and the associated level of flood mitigation provided. Michael Baker will design and permit the outfall pipe for the fully required discharge to allow for future retrofit of the pond outfall structure once the upstream project(s) are online. The scope of work will total in the amount of \$187,947.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945206-506393	SW2412	Decrease	\$188,000	\$187,947

Financial Summary:

The project is fully funded under the Stormwater Utility Fund.

Recommendation

Approval to issue Task Work Order No. 2 to Michael Baker International, Inc. for professional services for Mill Run Pond Outfall Improvements Design in the amount of \$187,947.

REQUESTED CITY COMMISSION ACTION:

Approve

City of Kissimmee

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. Mill Run Pond Outfall Design (Work Order #2) With Scope and Fee



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #: 2

Purchase Order#:

DATE: 2/13/2025

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:

Design and permitting of the Mill Run Pond outfall improvements as identified as Alternative 3 in the Mill Run Pond Flood Study Report to provide stormwater attenuation to mitigate the flooding.

FORM OF COMPLETED DELIVERABLES:

Final construction plans, permits and bid book package.

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 **\$187,947** without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within **365** calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Design (Professional Services)	\$ 103,210.00
2) Survey	\$ 62,820.00
3) Permitting	\$ 12,803.00
4) Post-Design	\$ 9,114.00
5)	
	\$ 187,947.00

Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$ 187,947.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: 
(Signature)

Title/Position: Paul Snead, Orlando Office Mgr (Michael Baker)

Requested By: 
(Signature)

Title/Position: Floodplain Manager

Approved By: 
Director, PW&E (Signature)

**Scope of Services and Staffhour / Fee Breakdown for
Mill Run Pond Outfall Improvements**

The City of Kissimmee (City) has requested Michael Baker International, Inc. (Michael Baker) to develop a scope of services for final design and permitting of the Mill Run Pond outfall improvements as identified as Alternative 3 in the Mill Run Pond Flood Study Report shown as Exhibit A, attached..

The planned improvements for this task work order are proposed to mitigate flooding along the south side of Mill Slough Road between Mill Slough and Oak Leaf Lane. The ongoing flooding in this area is primarily due to the undersized Mill Run Pond coupled with the high tailwater elevations within Mill Slough at the pond's outfall. The proposed improvements includes upsizing the pond's outfall pipe, extending the outfall downstream to provide a lower tailwater elevation for positive discharge, and increasing the size of the conveyance system draining to the existing pond.

The goal of this project is to mitigate the ongoing flooding to meet the City's level of service requirements. However, it should be noted the limitations of the project, which will be defined by South Florida Water Management District (SFWMD) and FEMA permitting requirements, may limit the allowable discharge for this project to a level which will not fully mitigate the flooding. Additional project(s) may be required to provide stormwater attenuation to allow the fully required discharge to mitigate the flooding. These additional projects are outside the scope of this task work order; however, Michael Baker will size the outfall pipe for the fully required discharge to allow for future retrofit of the pond outfall structure once the upstream project(s) are online. The required discharge to fully mitigate the flooding to the City's level of service and the allowable discharge for this project will be determined during the design and permitting process of this project.

Michael Baker recommends the following tasks for this project:

Task 1: Survey

Additional survey will be required along Mill Slough Road and the eastern berm of Mill Slough south to the proposed outfall location. This includes all surface features including but not limited to existing utilities, drainage features, surface water limits and limited subsurface utility (SUE) investigations. This task will also include setting control and/or benchmarks as needed for future construction.

Additional survey will be performed for portions of Mill Slough south to US 192 (Vine Street) to supplement project as-built information collected within Mill Slough in years 2018 / 2019.

Right-of-way mapping is not included with this task. It's assumed the right-of-way can be reasonably assessed without mapping.

Task 2: Hydrologic / Hydraulic Modeling & Stormwater Report

Michael Baker will supplement the hydraulic model developed for the Mill Run Pond Alternatives study to include Mill Slough from approximately Woodcrest Boulevard to US 192 (Vine Street). The modeling will include evaluation of pre- and post-development discharge, stage and velocities at multiple locations within Mill Slough to determine the allowable discharge at the proposed outfall location and the associated level of flood mitigation provided. The modeling will be performed with Stormwise software, formally known as ICPR Ver. 4. This task includes the preparation of a stormwater report which will document the modeling approach and results and to be used for permitting.

Task 3: Final Design Plans

Michael Baker will prepare design plans for construction of the proposed improvements. The plans will be developed using MicroStation OpenRoads Designer (ORD) unless the City has another CADD preference. The following plan sheets are anticipated:

- Key Sheet
- Signature Sheet
- Project Controls Sheet
- Pond Detail Sheet
- Outfall Pipe Plan / Profile Sheets with Utility Adjustments (4 sheets)
- Special Detail Sheets (3 sheets)
- Maintenance of Traffic Plan for Mill Slough Road
- Quantity Sheets

This task includes four submittals which are 60%, 90%, 100% and final plans.

Task 4: Permitting

Michael Baker will coordinate permitting requirements with FEMA and SFWMD and prepare the applications, plans and reports for submittal to these agencies. The 60% design plans will be used for permitting. This task will also include coordination with these agencies and responses to Requests for Additional Information which are within this task's scope of services.

It is assumed permitting with the City of Kissimmee is not required.

Task 5: Utility Coordination

Michael Baker will coordinate utility locations, adjustments and work schedules as required for the project. This task work order does not include utility design. It is assumed these services will be provided by any impacted utility agency owners.

Task 6: Cost Estimating & Cost/Benefit Analysis

Michael Baker will provide detailed quantities and cost estimates with each of the four submittals. The construction cost estimates will be based on FDOT pay item cost history.

Michael Baker will provide a cost / benefit analysis using FEMA's methodology for the 60% submittal to be used for permitting.

Task 7: Specifications and Bid Support

Michael Baker will prepare the technical specifications for the project. It is assumed these specifications will primarily include FDOT specifications combined with City's specifications. It is assumed the City will provide the front-end documents. The specifications will be provided with the 100% and final plan submittals.

This task also includes attendance at a pre-bid conference and responding to requests for additional information during the construction bidding process.

SCHEDULE AND FEE

Michael Baker proposes the following schedule and fee to the City of Kissimmee for the Mill Run Pond Outfall improvements. The attached fee breakdown shows the associated costs for each of the previously mentioned tasks.

We propose to complete this task within 12 months of Notice to Proceed with an estimated fee of \$187,947. The fee breakdown is included on Exhibit B, attached. The scope and fee of the survey task to be provided Johnston's Surveying is also attached. Extended delays for FEMA or SFWMD permitting approval may increase the project duration.

EXHIBIT B: STAFFHOUR / FEE BREAKDOWN

Mill Run Pond Outfall Improvements											
Subtasks	Michael Baker Staff Hours by Contracted Rate Categories							Total Hours	Loaded Labor Cost	Direct Costs	Total Cost
	Principal	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer Intern	Designer				
	\$287.00	\$171.18	\$268.40	\$224.09	\$147.59	\$98.39	\$123.57				
1) Survey (by Johnston's Surveyors)		4						4	\$685	\$62,135	\$62,820
2) H&H Modeling & Report	4	8	8	24	120			164	\$27,754		\$27,754
3) Final Design Plans	6	12	16	24	24	200	160	442	\$56,440		\$56,440
4) Permitting	2	4		12	60			78	\$12,803		\$12,803
5) Utility Coordination	2	2		6	24			34	\$5,803		\$5,803
6) Cost Estimating & Cost / Benefit Analysis	2	4		12	16	60		94	\$12,213		\$12,213
7) Specifications and Bid Support	2	8		32				42	\$9,114		\$9,114
8) Expenses								0	\$0	\$1,000	\$1,000
GRAND TOTALS	18	42	24	110	244	260	160	858	\$124,812	\$63,135	\$187,947

ITEM 7.G

Stormwater Asset Inventory Data Collection for Shingle Creek Basin

Request

Approval of Task Work Order No. 6 to Michael Baker International, Inc., contract number 20230232 for Phase II of the Stormwater Asset Inventory Data Collection for the City's Shingle Creek Drainage Basin in the amount of \$273,304.

Explanation

The City is working towards developing a Stormwater Management Plan (SWMP) and Master Stormwater Model for the entire City. Six drainage basins are within the City limits (West City Ditch, Downtown, East City Ditch, Mill Slough, Bass Slough, and Shingle Creek). The City has completed collecting data to provide drainage reports and updated drainage GIS layers for the Downtown Basin, the West and East City Ditch Basin, and the Mill and Bass Slough. The city is moving to Shingle Creek, its final basin, to collect data to provide drainage reports and updated drainage GIS layers to obtain a complete drainage inventory.

The City continues to use Michael Baker International, Inc. under a continuing services contract (RFQ 2021-003), which the Commission approved on July 6, 2021.

It will be tasking Stormwater Asset Inventory Phase II Data Collection for Shingle Creek Drainage Basin in the amount of \$273,304. The scope of work will include field reviews of the assets to update vertical elevations, horizontal location, structure type, pipe sizes, and conditions, updating the City's GIS database, providing required information for maintenance consideration, and ultimately developing a stormwater basin model to evaluate areas where improvements would be beneficial.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
40945203-503131		Decrease	\$393,485	\$273,304

Financial Summary:

Adequate funds are available for Professional Services in the project fund.

Recommendation

Approval of Task Work Order No. 6 to Michael Baker International, Inc. for Phase II of the Stormwater Asset Inventory Data Collection for the City's Shingle Creek Drainage Basin in the amount of \$287,304.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Asset Mgmt. Scope – Shingle Creek (Work Order #6)
2. Shingle Creek Basin Asset Mgmt Ph II - Scope (Critical Structures)
3. Sub Basins Map



**CITY OF KISSIMMEE
PUBLIC WORKS & ENGINEERING
WORK ORDER FORM**

Work Order #: 6

Purchase Order#:

DATE: 2/13/2025

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:

The scope will include a field review of the assets to update vertical elevations, horizontal location, structure type, pipe sizes, and conditions for the Mill Slough and Bass Slough Basin. The updated information will accommodate future stormwater basin modeling and provide information useful to the City for maintenance considerations.

FORM OF COMPLETED DELIVERABLES:

Provide an updated asset attribute ultimately be used to develop a stormwater basin model and maintenance consideration.

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 \$273,304 without further authorization from the City of Kissimmee.

ESTIMATED DATE OF COMPLETION: This assignment shall be completed within 365 calendar days from the receipt of the official Notice to Proceed from the City.

TASK	FEE
1) Database Preparation	\$13,223.00
2) Field Survey	\$185,275.00
3) Office Support	\$23,825.00
4) Quality Control	\$24,614.00
5) Project Management	\$20,542.00
6) Expenses	\$5,825.00
	\$273,304.00
Contract Dollars:	\$0.00
NET Dollars for this Work Order/Addendum (Addition/Subtraction):	\$ 273,304.00
CONTRACT TOTAL DOLLARS:	\$0.00

Accepted By: 
(Signature)

Title/Position: Paul Snead, Orlando Office Mgr (Michael Baker)

Requested By: 
(Signature)

Title/Position: Floodplain Manger

Approved By: 
Director, PW&E (Signature)

Public Works and Engineering

Scope of Services and Staffhour/Fee Breakdown
Stormwater Asset Inventory for Shingle Creek Basin
Field Collection of Critical Structures

The City of Kissimmee (City) has requested Michael Baker International, Inc. (Michael Baker) to develop a scope of services to update their existing stormwater asset inventory within the Shingle Creek Basin as part of the City's ongoing stormwater master planning initiative. Michael Baker has recently completed a Phase I assessment of the existing database to identify the scope and magnitude of this Phase II field data collection and database update phase. We have also completed an update of the West City Ditch, Downtown and East City Ditch basins which included front-end coordination with City staff to establish the GIS reporting requirements. The collection of the Mill Slough and Bass Slough Basins is currently ongoing with an anticipated completion in Fall 2024.

The database currently has over 23,000 stormwater assets. These assets are located within 6 drainage basins including Bass Slough, East City Ditch, West City Ditch, Mill Slough, Shingle Creek and the Downtown Basin. The number of current assets per basin within the database ranges from as little as 1,300 in Bass Slough to 5,500 in Shingle Creek.

Table 1: Number of Existing Database Assets

Type	Total	Basin							Ownership	
		Bass Slough	East City Ditch	West City Ditch	Mill Slough	Shingle Creek	Downtown	No Basin	Public	Private
Manhole	1703	111	326	254	243	358	296	115	1159	544
Outfall	652	21	143	115	115	141	61	56	411	241
Control Structure	570	28	157	83	75	139	72	16	201	369
End Treatment	639	38	141	110	82	182	39	47	269	370
Inlet	8248	495	1667	1215	1562	2024	847	438	5148	3100
Pond	335	30	54	45	46	111	21	28	179	156
Culvert	100	3	19	23	23	13	6	13	88	12
Ditch	187	2	36	79	17	38	11	4	41	146
Pipe	10672	659	2156	1550	1869	2534	1226	678	4227	6445
Totals	23106	1387	4699	3474	4032	5540	2579	1395	11723	11383

This Phase II scope will include field review of the assets to update vertical elevations, horizontal location, structure type, pipe sizes and conditions. The updated information will be sufficient to accommodate future stormwater basin modeling and provide information useful to the City for maintenance considerations. The following sections describe the tasks required for Phase II field collection and database update for the Shingle Creek basin.

For this basin, Michael Baker will advance delivery of the desktop and field reviewed assets requested by Osceola County for floodplain modeling. The overall number of assets does not change but the efficiency of the field data collection has been adjusted slightly in the cost estimate to accommodate this added requirement.

Task 1: Database Preparation

This task will include coordination with the City to download the basin assets and update the GIS schema to the revised schema previously approved during the East City Ditch task. Additionally, Michael Baker staff will review the GIS elements using ArcGIS Pro to update any discrepancies in advance of the Task 2 field services.

Task 2: Field Survey

Our field survey approach will include updates to existing database assets located within the public right of way. The field data collection will be a two-phase approach as described below:

Task 2A: Phase I Field Asset Collection

The first phase of the field collection will be the initial field check performed by two-person teams using GIS-based applications with a GPS receiver to identify the horizontal and vertical location of the top of each structure. These teams will be using customized ArcGIS field applications to complete customized forms related to the asset attributes. This initial phase will identify the structure type; location and elevation of the structure top; structure condition; and will include representative pictures. This information will be uploaded in the field in real time to the Michael Baker's Enterprise server for subsequent upload to the City's GIS platform. This task will also include office time for an experienced stormwater engineer to coordinate, troubleshoot and review the work of our field collection teams.

The Phase I workflow will begin with developing base maps from Michael Baker's server account for use by the field teams. A task lead for Michael Baker will identify in advance (on a daily or routine basis) the locations that each Phase I field crew will visit. To locate the assets the Phase I field crew will use our field applications and coordinate in advance with the task lead on their assigned locations and field assets for each day. When the field crew locates an asset, they will first update the horizontal location and vertical elevation (top) and spray a dot on the structure at the location the measurement was taken. The vertical and horizontal information will be updated with a GPS-based receiver (with RTK accuracy) that the field crew will have with them. All vertical elevations will be referenced to the NAVD88 vertical datum. The magnitude of this effort is detailed in the attached cost breakdown.

The Phase I field assessment will include all assets and will proceed from the farthest upstream point to the outfall for each system. As the field teams progress downstream, they will field verify if any additional assets need to be collected and added to the database. In addition to our field check our task lead will review each of these systems, using aerial images and/or as-builts, to identify any new assets to be added. Any new assets identified by the task lead will be added to the field maps prior to their field investigation of that area.

Task 2B: Phase II Field Asset Collection

Following the Phase I field collection we will initiate the Phase II field data collection with the support of our surveyor teaming partner Johnston's Surveying. This second phase of field data collection will include a survey crew to collect measurements from the top of the structure to the pipe flowlines and/or structure bottoms; referred to as measure downs. This team will also collect pipe size measurements, assess the condition inside the structure including the pipes, and take photos. The measure downs will be converted to pipe flow elevations in the field and this information along with the asset attribute forms and pictures will be uploaded in real time to Michael Baker's Enterprise server. A Michael Baker field representative will accompany the survey team to enter the data within the asset forms for upload to the database. The survey teams will be required to keep logbooks for each structure which will be archived and used for quality control.

The Phase II collection teams will include a lead surveyor, a survey assistant and a stormwater inspector. These teams will upload field maps using our field applications. These field maps will be prepared and

coordinated in advance by one of Michael Baker's task leads and will include the data updates from the Phase I field collection task. The field team will locate the assets using the collector device and once at the asset location the surveyor will remove the top and collect the measure down data. The stormwater inspector at the same time will collect pictures of the inside of the structure and assess the condition of the structure and the pipes, pending visibility. The inspector will then convert the measure down data to elevations (in NAVD88 datum) and upload the elevations; pipe sizes and materials; and condition assessment using our customized ArcGIS field applications. While the inspector is uploading the asset attributes to Michael Baker's Enterprise server, the surveyor will prepare a log of the asset details which will be provided to the Michael Baker representative to be archived and referenced for quality control. The magnitude of this effort is provided in the attached cost breakdown.

Task 3: Office Support

Michael Baker will provide office support with a task lead to support the Field Survey teams for each of the four phases of the field collection including the Phase I and Phase II Structures. The daily and overall magnitude of this effort is included in the attached cost breakdown.

Task 4: Quality Control

Michael Baker will provide a robust quality control program with an experienced stormwater task lead. Quality control tasks will include backchecks of all the structures using online aerial maps such as Google Earth, spot field checks by an experienced stormwater engineer, and comparison with as-built plans. Additionally, survey logbooks will be archived and referenced to provide quality control of structure and pipe elevations.

TASK 5: Project Management

This task includes Project Management services to manage the project, coordinate and document meetings, address administrative issues and deliverables with City staff and within the Michael Baker team. Our Project Manager will provide written agendas and minutes for meetings as well as prepare and conduct presentations as requested by the City.

TASK 6: Expenses

Michael Baker will accrue expenses which are unique to the nature of this project. These expenses include costs for local survey subscriptions, monthly Wi-Fi hotspots and travel. These expenses are detailed on our attached cost breakdown.

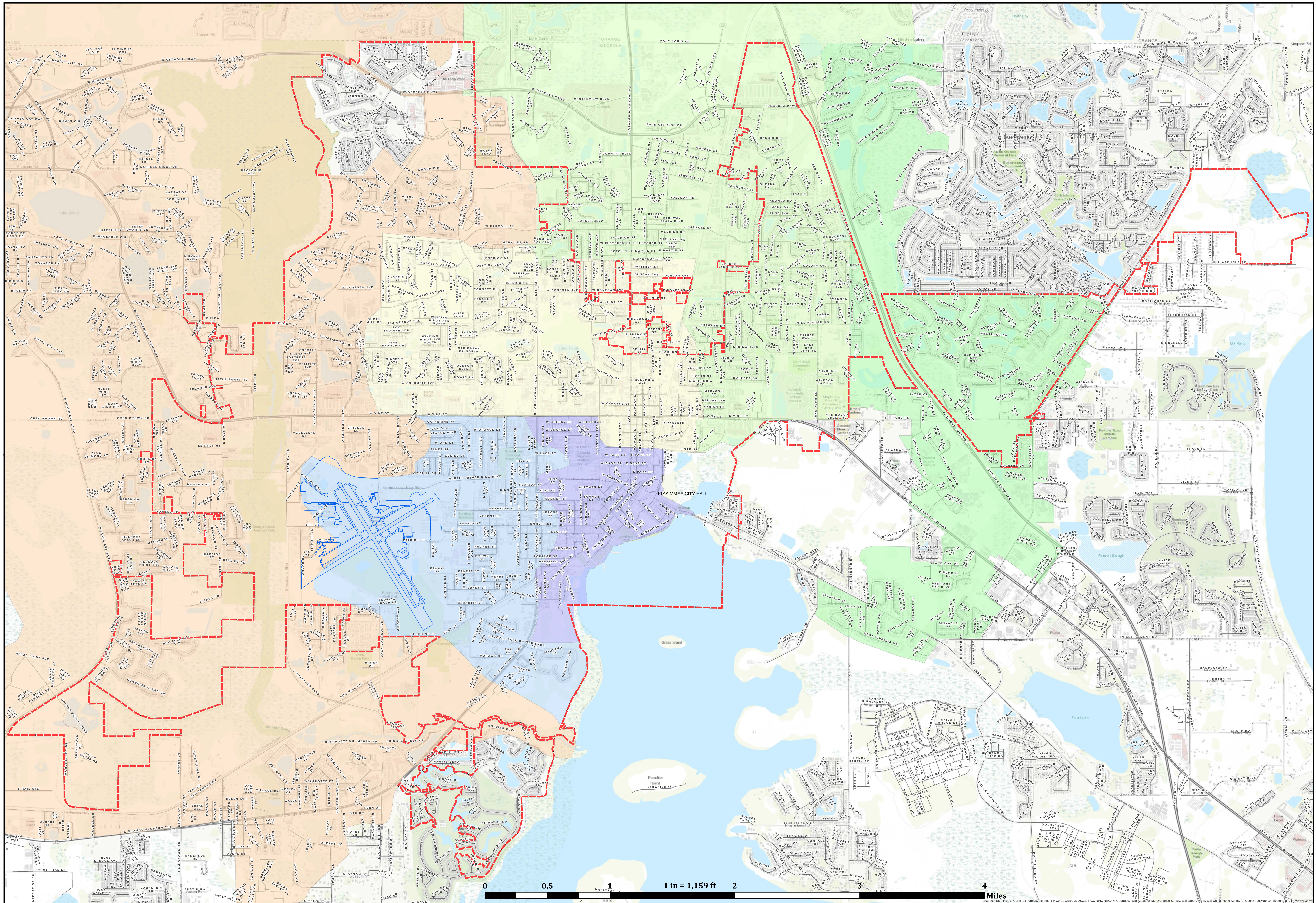
SCHEDULE AND FEE

Michael Baker proposes the following schedule and fee to update the stormwater assets for the Shingle Creek basin. This proposal is for the 571 total field touchpoints and 918 total assets. The attached fee breakdown shows the associated costs for collecting the data for these assets.

We propose to complete this task within 10 to 12 months of Notice to Proceed with an estimated fee of \$273,304. This schedule is assuming 1 month of upfront office work to download and update the GIS schema and asset connectivity, followed by 7 to 10 months of field work (pending weather and access), followed by 1 month of quality control and then upload to the City. The fee breakdown is attached.

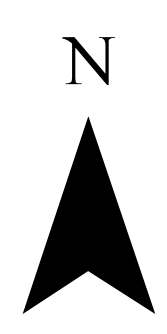
FEE BREAKDOWN
SHINGLE CREEK BASIN ASSETS - CRITICAL STRUCTURES ONLY

Downtown Basin																										
Subtasks	Number of Touchpoints	Structures Per Day Per Team	Total Team Field Days	No. of Field Teams	Net Field Days	No. of Staff per Field Team	Total Field Staff Per Day	Per Person Field Hours Per Day	Total Office Staff Per Day	Per Person Office Hours Per Day	Comments	Michael Baker and Johnston's Surveying Staff Hours by Contracted Rate Categories										Total Hours	Loaded Labor Cost	Direct Costs	Total Cost	
												Principal	Project Manager	Chief Engineer	Senior Engineer	Project Engineer	Engineer Intern	Designer	Subconsultant 1-man Crew	Principal Surveyor	Administrative Assistant					
1) Database Preparation												\$287.00	\$171.18	\$268.40	\$224.09	\$147.59	\$98.39	\$123.57		\$130.00	\$180.00	\$77.72	86	\$13,223	\$0	\$13,223
Subtask 1 Totals												0	2	4	0	80	0	0	0	0	0	0	86	\$13,223	\$0	\$13,223
2) Field Survey																										
2A) Phase I MBI Asset Collection	571	20	29	2	14	2	4	8			split time between designer and proj eng					228		228				457	\$61,933	\$0	\$61,933	
2B) Phase II Surveyor Assets	513	10																		410	80	490		\$67,700	\$67,700	
2C) Phase II MBI Asset Collection	513	10	51	1	51	1	1	8			split time between designer and proj eng					205		205				410	\$55,642	\$0	\$55,642	
Subtask 2 Totals					66							0	0	0	0	434	0	434	0	410	80	1358	\$117,575	\$67,700	\$185,275	
3) Office Support																										
3A) Phase I Asset Collection	571	20	29	2	14				1	3	3 hrs/day for engineer					43						43	\$6,321	\$0	\$6,321	
3B) Phase II Asset Collection	593	15	40	1	40				1	3	3 hrs/day for engineer					119						119	\$17,504	\$0	\$17,504	
Subtask 3 Totals												0	0	0	0	161	0	0	0	0	0	161	\$23,825	\$0	\$23,825	
4) Quality Control																										
4A) Phase I	918	25	37	2	18				1	1	1 hr/day					18						18	\$2,710	\$0	\$2,710	
4B) Phase II	918	20	46	1	46				1	3	3 hr/day					138						138	\$20,323	\$0	\$20,323	
4C) Database Upload													4		4							8	\$1,581	\$0	\$1,581	
Subtask 4 Totals												0	4	0	4	156	0	0	0	0	0	164	\$24,614	\$0	\$24,614	
5) Project Management											10 months X 12 hours/month		120									120	\$20,542	\$0	\$20,542	
Subtask 5 Totals												0	120	0	0	0	0	0	0	0	0	120	\$20,542	\$0	\$20,542	
6) Expenses																										
Monthly Survey Subscription (10 months)											\$160/month x 2 x 10 months													\$3,200	\$3,200	
Monthly Wifi Hotspot											\$50/month x 2 teams x 10 months													\$1,000	\$1,000	
Mileage											2 teams x 65 days = 130 trips x 25 miles = 3250 miles x \$0.50 = \$1,625													\$1,625	\$1,625	
Subtask 6 Totals												0	0	0	0	0	0	0	0	0	0	0	\$0	\$5,825	\$5,825	
GRAND TOTALS												0	126	4	4	831	0	434	0	410	80	1889	\$199,779	\$73,525	\$273,304	



**PUBLIC WORKS
& ENGINEERING
DEPARTMENT
SUITE #301
407.518.2169**

LEGEND:



- Drainage Sub-Basins**
- Bass Slough
 - Downtown
 - East City Ditch
 - Mill Slough
 - Shingle Creek
 - West City Ditch
- Airport Boundary
— Local Roads
City Limits

TITLE:

DRAINAGE SUB-BASINS WITHIN THE CITY LIMITS COMPREHENSIVE MAP

VH 02/2022

DISCLAIMER:

The City of Kissimmee makes no warranties, guarantees or representation as to the truth, accuracy or the completeness of the data on the map. This is not a survey product and is a visual reference tool only. Any questions or concern should be directed to GIS division at gis@kissimmee.gov

CITY OF
KISSIMMEE
1883
101 CHURCH STREET
KISSIMMEE, FLORIDA, 34741
www.kissimmee.gov

ITEM 7.H

HOME Program Agreement Between the City of Kissimmee, Osceola Council on Aging, Inc., and Buen Vecino Apartments, LLC.

Request

Approve and execute the HOME Program Agreement, contract #20250193, between the City of Kissimmee, Osceola Council on Aging, Inc., and Buen Vecino Apartments, LLC. in the amount of \$500,000.

Explanation

On May 18, 2021, the City Commission executed a commitment letter to the Osceola Council on Aging for the construction of a senior housing project, El Buen Vecino, to be located in Osceola County (ID#01-25-29-0000-0033-0000). This was done early in the process to provide a commitment in the amount of \$500,000 from the City. An agreement was not required at that time since the project needed to go through underwriting at different levels. Now that the underwriting process has been completed, and the closing date has been set, the HOME Agreement needs to be executed.

The project will consist of 60 affordable units for rent to very low income households who are seniors (55 and older). Of those 60 units, 3 have been designated HOME-assisted units. The funding sources consist of a combination of various years of HOME program allocations and American Rescue Plan (ARP) funds. The ARP units will be governed by the same requirements as the HOME funds. In addition, the project has other funding sources, such as funding from Osceola County, the Department of Housing and Urban Development, and the private sector through tax credit equity.

The construction of the property should be completed by no later than March 2027, and all the HOME-assisted units rented to and occupied by eligible persons at affordable rents no later than September 2027.

The affordability period under this Agreement is 20 years.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11325108 508282	HOME 2021	Decrease	\$35,062	\$35,062
11325108 508282	HOME2022	Decrease	\$115,840	\$115,840
11325108 508282	HOME2023	Decrease	\$135,066	\$75,047.34
03210108 508282	CITY ARP	Decrease		\$274,050.66

Financial Summary:

There is no impact on the General Fund since this is a grant funded project.

Recommendation

City of Kissimmee

Approve the terms and execute the HOME Program Agreement between the City of Kissimmee, Osceola Council on Aging, Inc., and Buen Vecino Apartments, LLC. in the amount of \$500,000.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter:

Attachment(s):

1. (S) City of Kissimmee HOME Program Agreement - Buen Vecino Apartments

**HOME PROGRAM
AGREEMENT BETWEEN
THE CITY OF KISSIMMEE, OSCEOLA COUNCIL ON AGING, INC. AND
BUEN VECINO APARTMENTS, LLC.
(EL BUEN VECINO APARTMENTS)**

This **HOME Program Agreement** (hereinafter referred to as the “Agreement”) is entered into on March 12, 2025, by and between the **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Florida 34741 (hereinafter referred to as “City”), **Osceola County Council on Aging, Inc.**, a Florida not for profit organization, with a principal address of 700 Generation Point, Kissimmee, Florida 34744 (hereinafter referred to as “Developer”), and **Buen Vecino Apartments LP**, a Florida limited partnership, with a principal address of 700 Generation Point, Kissimmee Florida 34744 (hereinafter referred to as “Owner”).

WITNESSETH:

WHEREAS, the City as a member of the Osceola County HOME Consortia is the recipient of the HOME Investment Partnership program (HOME) Grant from U.S. Department of housing and Urban Development (HUD) pursuant to Title II of the Cranston Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. et seq. (HOME Program), codified and implemented by 24 CFR Part 92; and

WHEREAS, under the provision of the HOME Program, the City is required to set-aside at least 15% of its allocation to organizations that meet the requirement for Community Housing Development Organizations (CHDOs) for the CHDO to own, develop or sponsor housing for families at or below 80% of the median income, and

WHEREAS, the City, as a member of the Osceola HOME Consortium, has available regular HOME funds as well as CHDO Set Aside funds to construct multifamily rental units for the purpose of providing decent, safe, and affordable housing; and

WHEREAS, Owner desires to obtain these HOME funds in the amount of ***Five Hundred Thousand Dollars and 00/100 Cents (\$500,000)*** to subsidize the construction of a Section 202 Supportive Housing for the Elderly new construction rental development. The 60-unit development shall be known as the “El Buen Vecino Apartments” generally located on White Birch Drive, Kissimmee, Florida 34743 (ID#01-25-29-0000-0033-0000), as more particularly described on the attached **Exhibit “A”** (hereinafter referred to as the “Property” of which Owner will construct sixty (60) affordable units for seniors (55 and older) of which ____ (3) units will be designated as HOME-assisted units; and

WHEREAS, the Developer has met the requirements established by the federal government and has been certified as a CHDO by the City, pursuant to the National Affordable Housing Act of 1990, as amended; and

WHEREAS, City intends to provide ***Two Hundred Twenty-Five Thousand Nine Hundred and Forty Nine Dollars and 34/100 Cents (\$225,949.34)*** in HOME funds (a combination of regular HOME funds and CHDO Set Aside funds) and ***Two Hundred Seventy Four Thousand and Fifty Dollars and 66/100 Cents (\$274,050.66)*** from its funding received

from the American Rescue Plan (ARP) to further subsidize the construction of the same HOME-assisted units. The use of these additional funds shall be governed by the same requirements as the \$225,949.34 HOME funds described in this Agreement.

WHEREAS, Owner will provide the long-term ownership and management responsibilities and maintenance of the Affordability requirements required by HUD; and

WHEREAS, the construction of the Property for rent to Very Low and Low-Income households at affordable rents is an eligible activity under the HOME Program; and

WHEREAS, the Parties desire to enter into this Agreement in order to ensure compliance with the requirements of the HOME Program and to secure other covenants and promises from Owner regarding the use of funds to benefit Very Low and Low Income households, as defined under the standards of eligibility established by HUD and adjusted annually, a copy of which eligibility income levels for the current year is attached hereto as **Exhibit “B”** and is incorporated herein by this reference.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the City and Owner agree as follows:

SECTION 1. DEFINITIONS

As used herein, the following words and terms, whether capitalized or not, shall have the following meanings, unless the context demands otherwise:

1. Affordable - means meeting the income requirements, maximum HIGH or LOW HOME rents to be charged for the units, and other income and rental requirements as more fully described in the Loan Documents.

2. Affordability Period - means that the HOME-assisted units shall remain Affordable for twenty (20) years from the date of Project Completion.

3. Annual Income - means the projected annual income for a household, or more specifically, the gross amount of wages, income from assets, regular cash or non-cash contributions, and any other resources and benefits determined to be income by HUD, as defined in 24 CFR §5.609.

4. [reserved]

5. [Reversed]

6. Eligible Person or Eligible Household - means one or more natural persons or a family who is determined by the Owner and verified by the City to be within the income requirements for this project. The income limits are based on those published annually by HUD.

7. HUD - means the United States Department of Housing and Urban Development, its successors or assigns.

8. Loan Documents - means this HOME Agreement, the Note, the Mortgage, Declaration of Restrictive Covenant and all agreements, exhibits, or attachments to each of the foregoing, referenced therein or executed or delivered pursuant hereto or in connection with or arising under the loan contemplated hereby.

9. Note - means that certain promissory note of even date with the Loan Documents given by both Owner to the City evidencing the loan contemplated by this Agreement.

10. Project- means the construction of the Property in which (3) affordable units will be constructed with HOME funds and rented for the duration of the Affordability Period to elderly 55 years of age and older as follows: 3 of the HOME-assisted units will be rented to an occupied by Very Low Income persons or families at LOW HOME rents (as defined under 24 CFR Part 92); all in the manner as described herein, and all according to the income limits published annually by HUD based upon the Annual Income of the household.

11. Project Completion - means that the construction of the Property contemplated under this Agreement has been completed; the Property meets all HOME Program regulations and the requirements of 24 CFR Part 92; meets the applicable property standards under §92.251; and the project is rented and occupied in accordance with the terms of this Agreement.

12. Sixty Percent Income – means one or more natural persons or a family who has a total Annual Income for the household that does not exceed sixty percent (60%) of the median family income within the Orlando metropolitan statistical area, as determined by HUD, with adjustments for smaller and larger families.

13. Very Low Income – means one or more natural persons or a family who has a total Annual Income for the household that does not exceed fifty percent (50%) of the median family income within the Orlando metropolitan statistical area, as determined by HUD, with adjustments for smaller and larger families.

Other terms herein which have not been defined shall have the definition, meaning and intent given them in the HOME regulations or 24 CFR Part 92, or as cross-referenced therein, or their ordinary dictionary meaning as the context so requires.

SECTION 2. USE OF HOME FUNDS AND LOAN AMOUNT

1. Recitals: The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. Use of Funds: Under the terms and conditions of this Agreement and the other documents executed in connection with this Agreement, the City agrees to loan Owner HOME funds in the amount of ***Five Hundred Thousand and 00/Dollars and 00/100 (\$500,000.00)*** towards the construction of the Property, as more fully described in **Exhibit “A”** attached hereto and incorporated herein by reference.

The Property shall be 100% constructed no later than **March 31, 2027**, and all of the HOME- assisted units rented to and occupied by Eligible Persons at Affordable rents no later than **September 30, 2027**.

A list of tasks to be performed and a budget for the use of these HOME funds is described in **Exhibit “F”** (the “Budget”), which is attached hereto and made a part hereof by this reference. Owner shall expend the HOME funds only for those items as set forth in the Budget and as permitted under the HOME regulations as set forth in 24 CFR §92.206. Owner shall not use any HOME funds for prohibited purposes as set forth in 24 CFR §92.214 or other HOME regulations. Owner acknowledges and agrees that any HOME funds not used in accordance with this Agreement and with permitted HOME regulations must be repaid to the City. Owner also acknowledges and agrees that if this Project is terminated before completion or if Owner fail to rent to Eligible Persons for the duration of the Affordability Period for any reason, either voluntarily or otherwise, Owner must repay all HOME funds awarded to Owner for the Project to the City (subject to applicable cure periods herein and force majeure).

3. Deferred Loan - Execution of Note, Mortgage, and Restrictive Covenant: The loan of these HOME funds to Owner shall be in the form of a deferred loan with the terms set forth in this Agreement. Owner shall execute a promissory note, mortgage, declaration of covenants and restrictions, and other loan documents (the “Loan Documents”) as required by the City. Accordingly, Owner shall execute a promissory note in favor of the City substantially in the form attached hereto as **Exhibit “C”** (the “Note”) and incorporated herein by reference in the amount of the award. The Note shall be secured by a mortgage (the “Mortgage”) on the Property substantially in the form attached hereto and incorporated herein, by reference, as **Exhibit “D”**. Owner shall also execute a Declaration of Covenants and Restrictions, attached hereto and incorporated herein as Exhibit “E”, for the Property which sets forth various income and rent covenants restricting the affordability of the HOME-assisted units and that these covenants will continue for twenty (20) years from Project Completion.

No payment shall be due to the City as long as there is not an Event of Default under the terms of this Agreement. However, upon the occurrence or existence of an Event of Default that is left uncured and continuing after the expiration of any applicable prior written notice and grace periods, as more specifically defined below, City is free to exercise all remedies including those contained in this Agreement, which includes having all amounts disbursed to the Owner for the Project be repaid to the City and accelerating the loan to maturity, whereupon the outstanding principal balance of the loan shall become immediately due and payable.

4. Disbursement of the Funds:

(a) **Conditions Precedent.** Owner agrees that this loan and the disbursement thereof of any funds are conditioned on the satisfactory completion of the environmental review process. Notwithstanding any provisions of this Agreement, the Parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon the satisfactory completion of an environmental review and receipt by the City of a Release of Funds from HUD under 24 CFR Part §58. The Parties further agree that the provision of any funds to the Project is conditioned on the City’s determination to proceed with, modify, or cancel the loan based upon the results of the environmental review.

(b) **After Completion of Conditions Precedent (Obtaining Environmental Clearance).** The City shall reimburse payment to Owner in accordance with the Budget. For

construction or rehabilitation related projects, the City shall reimburse Owner the HOME loan inspection only after receipt of appropriate invoices and documentation, and specific itemization of expenses incurred. Reimbursement of HOME proceeds will be made to Owner only after approval by the City, in its sole discretion, of invoices submitted, payroll records, copies of paid bills, cancelled checks, and verification of work completed in accordance with this Agreement and applicable HOME regulations. Owner may not request disbursement of HOME funds under this Agreement until the funds are needed for payment of eligible HOME costs and the amount of each disbursement request shall be limited to only the amount needed. Advance disbursements of HOME funds are not allowed under this Agreement. Requests for payment shall be made on a form substantially similar to **Exhibit “G”**, attached hereto and incorporated herein by reference. Along with each request for payment, Owner shall submit the corresponding Contractor’s Invoice, Partial Release of Lien, and Warranty on the forms attached hereto as **Exhibit “H”**, attached hereto and incorporated herein by reference. Owner agrees that the City may retain ten percent (10%) of each reimbursement request until 50% completion, at which point no further retention shall be required (the “Retainage”), until Owner provides the City with releases of liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with Part 1, Construction Liens, Chapter 713, Florida Statutes, and all of the terms of this Agreement, including correction of all work and materials found to be deficient by the City. Also, City will not release the Retainage until completion of all punch-list items, issuance of a Certificate of Occupancy or Certificate of Completion and completion of a final inspection to verify that the Project is completed substantially in accordance with all approved plans, local codes, and property standards. Request for final payment and the Retainage, shall be made on a form substantially similar to the Contractor’s Final Payment Affidavit and Waiver and Final Release of the Lien attached as **Exhibit “I”**, attached hereto and incorporated herein by reference. Owner may amend the Budget with the prior written approval of the City, provided no such approval shall be required for modifications made as a result of line-item savings for which no further draws are expected for such line item (beyond the release of any Retainage held in connection therewith), and no approval will be required for Owner to reallocate funds included as a contingency line item.

Notwithstanding anything to the contrary in this Agreement, the City also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and such Budget may be modified by the City accordingly.

5. CHDO Proceeds:

If applicable, all CHDO proceeds resulting from the CHDO’s investment of its CHDO set-aside funds will be returned to the City and categorized as program income. CHDO proceeds include, but are not limited to, the permanent financing of a CHDO project which is used to pay off a CHDO financed construction loan; the sale of CHDO development ownership housing; the principal and interest payments from a loan to a buyer of CHDO developed homeownership. All returned CHDO proceeds shall be reinvested and applied towards housing activities for low to moderate income individuals and families including acquisition, construction, and rehabilitation of HOME eligible projects.

6. Return on Investment:

(a) Recaptured Funds. Funds recaptured, because housing no longer meets the affordability requirements under 24 CFR Part 92.254, are subject to the requirements of Part 92, and must be properly identified and deposited in the Developer's HOME Account for use for additional HOME eligible projects. Recaptured funds must be used prior to the drawing down of additional HOME Investment Partnership entitlement funds from the City under this Agreement.

SECTION 3. DURATION OF THE AGREEMENT

1. Term: Unless earlier terminated, the term of this Agreement shall commence on the effective date of this Agreement which is the date of the last party to sign this Agreement (the "Effective Date") and shall remain in effect through the end of the Affordability Period.

Notwithstanding any of the foregoing, all record keeping requirements, audits, and use and maintenance requirements mandated by HOME regulations shall survive termination of this Agreement. All Loan Documents executed in connection with this Agreement shall also survive termination of this Agreement and will remain in effect under the terms and conditions specified therein.

2. Restrictive Covenant: In order to ensure compliance with the Affordability Period, Owner shall execute the Declaration of Covenants and Restrictions which shall be recorded in the public records of Osceola County, Florida.

3. Annual CHDO Recertification: If applicable, the CHDO Recertification documentation shall clearly demonstrate that the CHDO continues to meet the definition of a CHDO, and shall be submitted to the City by September 30th of each year during the term of this Agreement.

SECTION 4. AFFORDABILITY

1. Units to be Assisted: Owner has designated three (3) units on the Property to be assisted with HOME funds and all are deemed floating "HOME-assisted units".

2. Rental Requirements: The HOME-assisted units on the Property will be subject to rent controls designed to ensure that rents are Affordable to Very Low-Income households. The HOME-assisted units in the Project must be rented and occupied at initial occupancy as follows: 3 units will be rented to and occupied by Very Low-Income persons or families at LOW HOME rents. Owner must not charge more than the Low-Income rents set forth by HUD and meet these affordability requirements for not less than the Applicable Period, as those requirements are described in 24 CFR §92.252(e). Owner shall also comply with all income determinations, rent, and affordability requirements of the HOME Program as set forth in 24 CFR §92.203 and 24 CFR §92.252, as applicable.

3. Tenant Selection: Owner shall undertake the initial review of income eligibility of prospective tenants for all the HOME-assisted units. Owner must obtain from each tenant and each tenant shall submit the information contained in the Tenant Qualification Package attached hereto as **Exhibit "J"** and the Resident Income Certification Form attached hereto as **Exhibit "K"**. In determining income eligibility, Owner must examine source documents evidencing the prospective tenant's Annual Income, in accordance with 24 CFR §92.203(a)(1)(i). In conducting

such review, Owner shall determine if each family is income eligible by determining the family's Annual Income in accordance with 24 CFR § 5.609 which is an allowable methodology under 24 CFR § 92.203. Owner shall comply with all income determinations and affordability requirements of the HOME program as set forth in 24 CFR § 92.203 and 25 CFR § 92.252, as applicable.

Owner shall adopt written tenant selection policies consistent with 24 CFR § 92.253(d). This tenant selection policy must be given to the City thirty (30) days after the Effective Date for the City's approval. All documentation including but not necessarily limited to a tenant's application, verifications, proposed rent, and lease terms shall be submitted to the City for review upon request. Owner acknowledges that the City may keep documentation verifying the income eligibility of tenants.

4. Period of Affordability: All HOME-assisted units shall continue to be rented to Eligible Persons at Affordable rents as prescribed by HUD and maintained as Affordable housing units for the Affordability Period. In order to ensure compliance with the Affordability Period, Owner shall execute the Declaration of Covenants and Restrictions which shall be recorded in the public records of Osceola County, Florida. The Affordability requirements apply without regard to the term of any loan or mortgage, or the transfer of ownership. Owner acknowledges that failure to meet the Affordability requirements stated herein is a breach of this Agreement and a default under the Note and Mortgage which requires repayment of the HOME proceeds.

5. Maximum Tenant Income: Initially, and during the Affordability Period, the maximum income for households residing in the HOME-assisted units are as follows: three of the HOME-assisted units cannot exceed fifty percent (50%) of the median income adjusted by family size for the Orlando Metropolitan Statistical Area (MSA), as determined annually by HUD. HUD updates the income limits annually and the City will provide this information to Owner annually as it becomes available.

6. Rent Limitations (24 CFR § 92.252) Maximum Gross Rents: The HOME regulations in 24 CFR § 92.252 set forth the maximum rents Owner can charge for the HOME-assisted units. The maximum gross rent for each HOME-assisted unit (including applicable utility allowances computed in accordance with Section 42 of the Internal Revenue Code and applicable HOME regulations) shall not exceed the maximum HIGH HOME Rents as published annually by HUD. The maximum gross rent for the units rented and occupied by Very Low-Income persons must have rents that are no greater than the LOW HOME rents as published by HUD. The Very Low-Income tenants must occupy the LOW HOME rent units. Actual rents for HOME-assisted units may be less than, but never more than, these maximum rental amounts set forth by HUD.

If the HOME-assisted unit tenant pays for utilities, the HIGH and LOW HOME rents must be reduced by the utility allowance. City shall provide Owner with a copy of the utility allowance as it is updated annually. Owner shall review all rents proposed to ensure compliance with HOME regulations. No fees or surcharges, that are not customarily charged in rental housing, can be applied without the express approval of City.

7. Increases in Tenant Income: To the extent specifically required by applicable regulations under the HOME Program, during the Affordability Period, if an existing tenant's adjusted income increases to the extent that it exceeds eighty (80%) percent of the median income

for the Orlando MSA, as defined annually by HUD, said tenant's rent shall be increased to an amount equal to thirty percent (30%) of the family's adjusted monthly income.

8. Subsequent Rents During Affordability Period: Regardless of changes in fair market rents and in median income over time, the HOME rents for a project are not required to be lower than the HOME rent limits for the project in effect at the time of project commitment. In accordance with 24 CFR §92.252(f) regarding subsequent rents during the Affordability Period, any proposed increase in rents for HOME-assisted units must be submitted to the City for review and approval. Increases In LOW HOME rents published by HUD will be deemed approved. Any increase in rents is subject to the provisions of outstanding leases and Owner must provide tenants of those units not less than thirty (30) days prior written notice before implementing any increase in rents.

9. Lease Provisions: All leases for the HOME-assisted units shall be in compliance with all state and local landlord and tenant laws. Additionally, for the HOME-assisted units, all leases between Owner and its tenants shall be for not less than one (1) year in duration and shall comply with all of the provisions in 24 CFR §92.253. Owner agrees that certain clauses are prohibited in leases as outlined in 24 CFR 92.253(b). The prohibited clauses include: agreement to be sued; agreements regarding the treatment of tenant's property; agreement excusing Owner from responsibility; agreement by the tenant that Owner may institute a lawsuit without notice; waiver of eviction legal proceedings; waiver of jury trial; waiver of right to appeal a court decision; and agreement to pay legal costs, regardless of outcome. Owner shall not include any of these prohibited clauses in its leases for HOME-assisted units and shall submit copies of the leases to City to obtain its consent for any lease forms used prior to using such form to enter into a lease with a tenant. Additionally, Owner may not terminate the tenancy of a HOME-assisted unit tenant or refuse to renew the lease of a HOME-assisted unit tenant, except for serious or repeated violations of the terms and conditions of the lease; violation of applicable federal, state, or local laws; for completion of the tenancy period for transitional housing; or for other good cause. To terminate or refuse to renew the tenancy, Owner must serve written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of the tenancy.

10. Certification of Tenants' Income and Rents: Each year during the Affordability Period, Owner shall re-verify and re-examine tenant income eligibility for the HOME-assisted units in accordance with 92.203(a)(1)(i) by examining source documents. Owner shall also comply with 24 CFR §5.609 and provide City with information on rents and occupancy of HOME-assisted units in order to demonstrate compliance with 24 CFR § 92.252. Owner shall submit to City within ninety (90) days of its fiscal year end, all information and documentation regarding rents and income records similar to that provided at initial lease-up of all tenants that are or have been occupying HOME-assisted units within the preceding twelve (12) months. This is to verify that all tenants meet the income guidelines at rents set forth above or in the case of existing tenants whose income has increased above such income guideline, that Owner has complied with applicable HOME regulations in filling vacant units each year during the Affordability Period.

11. Non-Discrimination Against Rental Assistance Subsidy Holders: Owner cannot refuse to lease HOME-assisted units to a certificate or voucher holder under 24 CFR part 982 – Section 8 Tenant Based Assistance: Unified Rule for Tenant-Based Assistance under the Section 8 Rental Certificate Program and the Section 8 Rental Voucher Program or to the holder of a

comparable document evidencing participation in a HOME tenant-based rental assistance program because of the status of the prospective tenant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document.

12. Except as otherwise allowed under state law, Owner shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of age, race, color, creed, religion, sex, handicap, familial status, or national origin. Unwed parents, families with children born out of wedlock, and recipients of public assistance shall not be excluded from the participation in or be denied the benefits of the Section 8 Existing Housing Program because of such status.

SECTION 5. HOME PROJECT REQUIREMENTS

1. Applicable Laws: Owner shall comply with all applicable HOME project requirements of 24 CFR Part 92, including subpart F. Owner shall comply or shall assist City in complying with all applicable federal and state laws, rules, and regulations dealing with this Project, whether presently existing or hereafter promulgated, including but not limited to 24 CFR Part 85 and applicable OMB Circulars. Owner agrees to comply with all the HOME Program requirements, HUD regulations, 42 U.S.C. §§12701-12839 and 24 CFR Part 92, as amended from time to time, whether set forth herein or not, and agrees to execute or amend documents as necessary to be in compliance therewith. Owner also shall comply with all other applicable federal, state and local statutes, ordinances, rules and regulations, including, but not limited to, all applicable provisions of the City's Land Development and Building Codes. If any HOME or federal regulations change during the term of the Affordability Period, the City will provide notice to Owner, and both shall comply with the new rules, regulations, and procedures.

2. Maximum Per Unit Subsidy Amount: The amount of HOME funds that a participating jurisdiction may invest on a per unit basis in affordable housing may not exceed the per-unit dollar limits established by HUD under Section 221(d)(3)(ii) of the National Housing Act (12 USC §17151 (d)(3)(ii)) for elevator type projects that apply to the area in which the housing is located.

3. Subsidy Layering Review: It is City's responsibility under HOME regulations, and more specifically 24 CFR §92.250, to evaluate the use of other local, state, or federal assistance in HOME-assisted projects to ensure that it does not invest any more HOME funds than are necessary to provide low-income housing. The initial layering review of the Project was done taking into consideration the Sources and Uses Statement and Pro-forma along with the funding application submitted by Owner and approved by City. Owner must submit revised Sources and Uses Statements and Pro-forma if any of the original funding sources, amounts, or financial conditions change from the time its application was approved. Owner will complete the Certification of Governmental Assistance attached hereto as **Exhibit "L"**.

4. Tenant and Participant Protection: Prior to receiving any disbursement of funds, Owner will comply with all tenant and participant protections in 24 CFR §92.253. All CHDO's will adhere to a fair lease and grievance procedure as required in 24 CFR §92.303 and follow a plan of tenant participation in management decisions.

SECTION 6. PROPERTY STANDARDS

Owner shall comply with the property standards requirements set forth in 24 CFR §92.251. Owner agrees that all housing constructed with HOME funds shall be in conformance with the City's Land Development and Building Codes. Owner acknowledges and agrees that at Project Completion and through the Affordability Period, the Property must meet all applicable state and local codes, rehabilitation standards, ordinances, and zoning requirements. Newly constructed housing shall meet the current edition of the Model Energy Code published by the Council of American Building Officials.

All housing must meet the accessibility requirements in 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973. Covered multi-family dwellings, as defined at 24 CFR §100.201 (requires over four (4) dwelling units), must meet the design and construction requirements set forth in 24 CFR §100.205, which implements the Fair Housing Act. Owner shall maintain the Property in compliance with state and local housing codes for the Affordability Period. Owner will allow City to conduct inspections of the Property to determine compliance with these property standards. Owner shall keep records to document compliance with these property standards.

SECTION 7. AFFIRMATIVE MARKETING OF RENTAL OR VACANT UNITS

Owner shall develop and provide City with an affirmative marketing plan to rent the HOME-assisted units within thirty (30) days of the Effective Date. Owner shall affirmatively market all of the units available for rent in a manner to attract tenants without regard to race, color, national origin, sex, religion, familial status, or disability in accordance with this plan, except as otherwise permitted under state law. Owner shall comply with the provisions of 24 CFR §92.351 and the City's affirmative marketing procedures for the term of this Agreement, through the term of the Affordability Period. A copy of the City's affirmative marketing procedures is attached hereto as **Exhibit "M"** and is incorporated herein by this reference. Owner shall keep records of its efforts to provide information and otherwise to attract eligible persons from all racial, ethnic and gender groups. At a minimum, Owner shall: (a) indicate in its promotional material that the Project provides fair housing opportunities by using the Equal Housing Opportunity's logo type or slogan in all advertising; (b) display a Fair Housing poster in the rental office; (c) provide notice of the availability of the units to community groups and non-profit service organizations, such as places of worship, employment centers, fair housing groups, or housing counseling agencies; (d) where appropriate, advertise and use media, including minority outlets, likely to reach persons unlikely to apply for the housing; (e) not refrain from renting to any tenant holding a Section 8 Existing Housing Certificate, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy; (f) comply with Section 8 Existing Housing Regulations when renting to any Section 8 tenant; (g) exercise affirmative marketing of the units when vacated; and (h) verify all information concerning the applicant or family members. Owner shall keep records necessary to comply with 24 CFR §92.508 (a)(7) to show that Owner affirmatively marketed the units in accordance with their approved plan and the City's requirements and keep records to assess the results of these actions. City will annually assess the success of these affirmative marketing actions and advise of the corrective action to be taken if affirmative marketing requirements are not met. If City amends its affirmative

marketing procedures during the term of this Agreement, Owner will be notified and be obligated to comply with the new procedures in a commercially reasonable manner.

SECTION 8. REPORTS

1. Quarterly Reports: Until Owner completes the construction of the Property, Owner shall submit to the City quarterly reports of activities undertaken pursuant to this Agreement on the form attached as **Exhibit “N”**. Such reports shall include a narrative summary of progress, including but not limited to, selection of contractors, units under construction, units completed, demographic and income data on the beneficiaries, relocation issues, utilization of MBE/WBE’s, Section 3 accomplishments, affirmative marketing and fair housing efforts, problems encountered, and proposed solutions. Reports shall be due by the tenth (10th) day following the close of each quarter. Quarters end as follows: March 31st, June 30th, September 30th, and December 31st. The first report shall cover the period between the day this Agreement is last executed by a party hereto and the end of the quarter in which that period is contained. Failure to submit reports when due shall constitute a material breach under this Agreement.

2. Annual Reports: Owner submit annual reports until the end of the Affordability Period. The report shall cover October 1st through September 30th which represents the City’s fiscal year. The reports shall be due by the 20th of the following October. These reports shall include information on rental and occupancy of the HOME-assisted units, family size, income level, data for income certification, occupancy, monthly rent, utility information, maintenance, and financial issues, as well as neighborhood conditions, which may affect the stability of the Project. Owner acknowledges that over the term of this Agreement, City’s reporting requirements may change. If this occurs, City will notify Owner of the new reports needed and Owner agrees to comply with the new reporting procedures. City also reserves the right to request additional information as needed.

SECTION 9. PUBLIC RECORDS

1. Public Records: Owner shall comply with 24 CFR §92.508 regarding records that must be maintained for this Project for the entire Affordability Period. The CITY reserves the right to request reasonable additional record keeping requirements. Once advised of these new requirements, Owner agree to comply with the CITY’s new requirements, in a commercially reasonable manner. This section shall survive the termination of this Agreement.

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

(a) If Owner has questions regarding the application of Chapter 119, Florida Statutes, to Owner’s duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.

(b) If City's Custodian of Records requests records from Owner, Owner shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by City, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

(c) Owner shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Owner does not transfer the records to City.

(d) Upon completion of the contract, Owner shall transfer, at no cost, to City all public records in possession of Owner or keep and maintain public records required by City to perform the service for a period of four (4) years following completion of the contract. If Owner transfers all public records to City upon completion of the Agreement, Owner shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Owner keeps and maintains public records upon completion of the Agreement, Owner shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of City. Unless otherwise directed by City, all records will be transferred at the conclusion of the Agreement.

(e) Upon notice to Owner of a request to inspect or copy public records relating to City's agreement for services, Owner shall provide the records to City or allow the records to be inspected or copied within a reasonable time.

(f) If Owner does not comply with City's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the City.

(g) If the Owner fails to provide the public records to City within a reasonable time may be subject to penalties under Florida Statutes §119.1.

(h) Notwithstanding any of the foregoing, City shall maintain the confidentiality of any records or information that constitutes Owner's trade secrets or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes. In the event City determines that the exemption from disclosure does not apply or that it is required by law or court order to disclose any records which may contain Owner's trade secrets or proprietary information, City will provide written notice to Owner of its determination and the legal basis for its determination prior to disseminating or publicly disclosing such records.

2. Period of Record Retention: All supporting documents shall be maintained in accordance with the requirements of 24 CFR §85.20. Owner shall maintain all records pertaining to the Project at its principal place of business for the most recent five (5) years after Project Completion, except as provided below:

(a) For rental housing projects, records shall be retained for five (5) years after the Project Completion date; except that records of individual tenant income verifications, rents and project inspections which must be retained for five (5) years after the Affordability Period terminates.

(b) Written agreements must be retained for five (5) years after the Affordability Period terminates.

(c) Records covering displacements and acquisitions must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the Project have received the final payment to which they are entitled in accordance with 24 CFR §92.353.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

3. Owner shall comply with all applicable Florida Public Records Statutes and maintain all documents related to the Project in accordance with Florida Public Records Statutes.

SECTION 10. MONITORING

Owner acknowledges and agrees that City will need to monitor their performance during the term of this Agreement and shall allow access, inspection, and copying of records to do so after the City provides owner with reasonable prior written notice of such monitoring and that such monitoring will occur during normal business hours. Also, pursuant to 24 CFR §92.504(d), Owner shall assist the City in its obligation to conduct on-site inspections for compliance with this Agreement, construction progress, and compliance with property standard requirements listed herein and shall allow the City to access and inspect the Property at any time during the term of this Agreement. During the Affordability Period, Owner shall provide information as requested by the City so that the City can verify tenant incomes, rents, and other HOME requirements pursuant to 24 CFR §92.252 on an annual basis. Owner shall keep records to document compliance with these inspections and monitoring reviews and the resolutions of and findings of concern.

SECTION 11. HOME PROJECT REQUIREMENTS

1. Applicable Laws: Owner shall comply with all applicable HOME project requirements of 24 CFR Part 92, including subpart F. If any HOME or federal regulations change during the term of the Affordability Period, City will provide notice to Owner, and Owner shall comply with the new rules, regulations, and procedures.

(a) Non-Discrimination and Equal Opportunity: Owner shall not, on the grounds of race, color, national origin, religion, or sex, exclude any person from participation in, or deny any person the benefits of this Agreement, or subject any person to discrimination. Owner shall fully comply with the requirements of 24 CFR §92.350, including the federal requirements set forth in 24 CFR Part 5, Subpart A and the nondiscrimination requirements at Section 282 of the HOME Investment Partnerships Act and keep records of its compliance.

Owner shall at all times comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d-2000d-4 (Nondiscrimination in Federally Assisted Programs) and implementing regulations contained in 24 CFR Part 1, which prohibits discrimination on the basis of race, color, and national origin in all federally assisted programs.

Owner shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101-6107) and implementing regulations in 24 CFR Part 146.

Owner shall also comply with regulations governing the accessibility of federally assisted buildings, facilities, and programs. Owner shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and implementing regulations contained in 24 CFR Part 8, which prohibits discrimination on the basis of disability and any applicable provisions of the Uniform Federal Accessibility Standards, and the applicable provisions of the Uniform Federal Accessibility Standards. To the extent feasible, at least two (2) units must be accessible to individuals with mobility impairments.

Owner shall also comply with Title II of the Americans with Disabilities Act (42 U.S.C. §12101, et seq.) and implementing regulations in 24 CFR Part 8, which prohibits discrimination against persons with disabilities in all program activities and services of a public entity. Any contracts entered into by Owner shall include a provision requiring compliance with these regulations. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

Owner shall cooperate with the City and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, executive orders, and all related rules and regulations.

(b) Fair Housing Act: Owner shall comply with Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act-42 U.S.C. §§3601-3620), as amended, and implementing regulations at 24 CFR Part 100, et seq., Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations in 24 CFR Part 107 and shall keep all records demonstrating compliance. All housing for sale or rent assisted with HOME funds must be made available without discrimination based on race, color, national origin, age, sex, religion, familial status, or disability in accordance with fair housing laws. Additionally, Owner shall comply with Executive Order 11063 and implementing regulations in 24 CFR Part 107, which prohibits discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing, or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

(c) Equal Employment Opportunity (Non-Discrimination in Employment): Owner shall comply with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107 (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR Part 60, and the Equal Employment Opportunity Clause. Any construction contracts exceeding \$10,000 entered into by Owner, Owner, or its contractors and subcontractors shall include a provision requiring compliance with these regulations. Owner shall keep records and documentation demonstrating compliance with these regulations.

(d) Copeland “Anti-Kickback” Act: Owner shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. §874), as supplemented by the Department of Labor regulations contained in 29 CFR Part 3.

(e) Section 3 Economic Opportunity: Owner shall comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. §1701(u) and implementing regulations at 24 CFR Part 135 regarding economic opportunities for low-income persons.) Owner shall comply with the “Section 3” requirements. Section 3 mandates that opportunities for training and employment arising from the use of HOME funds shall be provided to Low-Income persons residing in the program service area. Contracts for all types of work to be performed in connection with the Project shall be awarded to business concerns that are located in or owned by persons residing in the program service area. Owner shall also include this provision in contracts or subcontracts in excess of \$100,000.00. Owner shall keep records documenting compliance with these requirements as required by 24 CFR §92.508(a)(7).

(f) Utilization of Minority/Women’s Business Enterprises: Owner shall, to the greatest extent feasible, ensure that Minority/Women’s Business Enterprises are included for consideration for participation in all construction, supply, or service contracts, if any. Owner shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises), Executive Order 12432 (Minority Business Enterprise Development), and Executive Order 12138, as amended by Executive Order 12608 (Women’s Business Enterprise). Owner shall keep such records necessary to comply with 24 CFR §92.508(a)(7).

(g) Debarment and Suspension: Owner shall comply with the debarment and suspension requirements set forth in 24 CFR Part 5 and 24 CFR Part 24. Owner shall not enter into a contract with any person, agency, or entity that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 or 12689, “Debarment and Suspension,” which are made a part of this Agreement by reference. In the event that Owner has entered into a contract or subcontract with a debarred or suspended party, no HOME funds will be provided as reimbursement for the work done by that debarred or suspended contractor or subcontractor. Owner shall keep copies of the debarment and suspension certifications required by 2 CFR Parts 2424 and 91 and documentation demonstrating compliance with the requirements of 2 CFR Part 2424 and 24 CFR 92.508(a)(7).

(h) Anti-lobbying provision: Owner shall comply with the disclosure requirements and prohibitions of 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87 and shall so certify to the City. Owner shall complete and comply with the “Certification Regarding Lobbying”, attached hereto as **Exhibit “O”** and made a part hereof by this reference. A copy of this document will be kept in each of the party’s files. Owner shall also comply with the requirements for funding competition established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. §3531 et seq.).

(i) Conflict of Interest:

(1) Owner shall comply with the conflict of interest provisions in 24 CFR §92.356. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the City who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds

thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Owner shall keep records supporting requests for waivers of conflicts prohibited in 24 CFR §92.356. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

(2) Neither Owner nor any of their directors, officers, employees, agents, consultants, or members shall occupy any of the HOME-assisted units.

(j) Reserved

(k) **Lead-Based Paint Prohibited:** Owner shall not use lead-based paint in any part of any of the Home-assisted units, common elements, or in the entire Property and shall comply with 24 CFR §92.355, and the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. §§4851-4856), and implementing regulations in 24 CFR Part 35, subparts A, B, J and R (Subpart K must also be complied with if acquisition is part of the project.) Subpart M is also required if there is any Tenant Based Rental Assistance. Owner shall keep records demonstrating compliance with these requirements including compliance with 24 CFR §92.508(a)(7).

(l) **Audits and Financial Statements:**

(1) Owner shall provide the City with its annual financial statement within ninety (90) days of the end of its operating year. This financial statement shall be prepared by an actively licensed public accountant.

(2) In addition, if expending more than \$500,000 of Federal awards during an operating year, Owner shall comply with the audit provisions contained in OMB Circular A-133, 24 CFR §85.26 and the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507). Audits shall be conducted annually. Owner shall submit its annual audit to the City and within one hundred twenty (120) days of the end of Owner's fiscal year. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Owner shall be held liable for reimbursement to the City of all funds not expended in accordance with those regulations and Agreement provisions within thirty (30) days after City has notified Owner of such non-compliance. Any reimbursement by Owner shall not preclude City from taking any other action or pursuing other remedies.

(3) Owner also agrees to allow the City's Internal Audit and Evaluation Department to conduct any audits or financial monitoring the City feels necessary at any time during the term of this Agreement or pursuant to any HUD request.

(m) **Uniform Administrative Requirements:** Owner acknowledges that the City must comply with 24 CFR §92.505 regarding uniform administrative requirements, including OMB circular A87 and the applicable portions of 24 CFR Part 85. If requested by the City to do so, Owner shall provide the City with such documentation and records to satisfy the City's requirements under these various provisions. Owner also agrees to adhere to the accounting

principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

(n) Environmental Review: Owner is not required to assume responsibility for an environmental review or assessment of this program pursuant to 24 CFR Part 58, nor responsibility for initiation of an intergovernmental review of this program and its activities. However, Owner is required to provide information about its activities in order for City to comply with its responsibility under 24 CFR Part 58. Owner shall submit to City any changes to the original proposed list of tasks or Budget so that the City may evaluate this new information and conduct any further environmental review. This information must be submitted to City for approval at least 30 days prior to any commencement of work. Owner also agrees to assist City in addressing environmental issues that may arise during City's review process.

(o) Contract Work Hours and Safety Standards Act: Owner shall also comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-332), and other federal laws and regulations pertaining to labor standards and HUD Handbook 1344.1, as applicable. Owner shall maintain records demonstrating compliance, including contract provisions and payroll records. All construction contracts and subcontracts entered into by Owner shall contain these labor provisions so as to cover all laborers and mechanics employed in the development of the Project, including any non-HOME-assisted units. Owner shall certify to City compliance with these provisions before making any payments under any contracts.

Owner shall maintain records demonstrating compliance with 24 CFR §92.354, including maintaining records and contract provisions and payroll records. Such documentation shall be submitted to City for review in accordance with the Department of Labor regulations.

2. Compliance with Davis-Bacon Act. Owner shall comply with 24 CFR §92.354, and the requirements of the Secretary of Labor contained in the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented and implemented by the Department of Labor regulations in 29 CFR Parts 1-7. (Use General Decision Number: FL20240078 01/13/2024, attached hereto as Exhibit "P")

(a) Violence Against Women Act (VAWA). Owner shall comply with 24 CFR §92.359 in order to meet all the Violence Against Women Act (VAWA) requirements, including notification requirements, bifurcation of lease requirements, development of a VAWA lease or lease addendum, and obligations under the Emergency Transfer Plan for the duration of the Affordability Period.

(b) Broadband Infrastructure. Installation of high-speed broadband is a requirement for projects with four (4) units or more.

(c) Build America, Buy America (BABA) – Owner shall comply with the Build America, Buy America Act, enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021 which establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States.

For purposes of this requirement, buildings and real property are considered infrastructure projects. Owner may request a BABA waiver if (1) a waiver is in the public interest, (2) the types of iron, steel, manufactured products or construction materials are not produced in the United States in sufficient and reasonable available quantities or satisfactory quality, or (3) the application of the domestic content preference would increase the cost of the overall project by more than 25 percent.

SECTION 12. ENFORCEMENT OF AGREEMENT - DEFAULTS AND REMEDIES

1. Events of Default: The following shall constitute an ‘Event of Default’ under this Agreement:

(a) if Owner fails to comply with any HOME Program regulation, which is not cured during any applicable grace period, including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92;

(b) if Owner fails to comply with any of the material terms contained in this Agreement or uses the funds other than as authorized by this Agreement or any of the other documents executed in connection with this Project, which is not cured and is continuing after the notice and cure period set forth below;

(c) if Owner fails to timely comply with audit requirements which is not cured and is continuing after the notice and cure period set forth below;

(d) if Owner fails to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in this Agreement which is not cured and is continuing after the notice and cure period set forth below;

(e) [reserved];

(f) if Owner fails to rent any of the HOME-assisted units to Eligible Persons at the Affordable rents during the duration of the Affordability Period as required by this Agreement which is not cured and is continuing after the notice and cure period set forth below;

(g) if Owner is deemed in default under any other HOME agreements it has with the City relating to this Project or any other project or under the terms of other financing or mortgages used for the Property said default extends beyond the applicable cure period provided in said documents;

(h) if at any time any material representation or omission made by Owner which is not cured and is continuing after the notice and cure period set forth below;

(i) in any written certification submitted by Owner to City in an effort to induce the making of this loan or the administration thereof is determined by City to be false, misleading, or incorrect in any material manner;

(j) if Owner does not disclose to City, upon demand, the names of all persons with whom Owner has contracted or intends to contract with for the construction or management

of any portion of the Property, including contracts for services and/or labor which is not cured and is continuing after the notice and cure period set forth below;

(k) if Owner fails to pay any sum when due under this Agreement, the Note, or other documents executed in connection with this Project; or

(l) if any other default or breach shall occur under the Note, Mortgage, Declaration of Restrictive Covenant, or any other Loan Documents executed in connection with this loan by the City, which is continuing beyond any applicable notice and cure period set forth therein or is not otherwise cured.

Notwithstanding any of the foregoing provisions to the contrary, prior to any noncompliance with the terms of this Agreement being deemed a default, breach or Event of Default, Owner shall be entitled to prior written notice and 30 days after receipt thereof, to cure the same, or longer if such cure is diligently pursued. Further, if Owner has failed if Owner fails to cure any default prior to the expiration of any stated applicable cure period, City may, at its sole option, cure such default, provided, however, that City shall be under no duty or obligation to do so.

2. No Waiver: Failure of City to declare a default shall not constitute a waiver of any rights by the City. Furthermore, the waiver of any default by the City shall in no event be construed as a waiver of rights with respect to any other default, past or present.

3. Remedies: Upon the occurrence of any Event of Default or any other breach of this Agreement, City shall be free to take many actions including, but not limited to terminating this Agreement, retaining all undisbursed funds, accelerating the loan to maturity and demanding payment from Owner for all amounts disbursed to Owner, and/or exercising all rights and remedies available to it under the terms of this Agreement, or other Loan Documents, statutory law, equity or under common law. Additional examples of actions City may take include, but are not limited to:

(a) direct Owner to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, time tables, and milestones necessary to implement the affected activities;

(b) establish and follow a management plan that assigns responsibility for carrying out the remedial actions;

(c) cancel or revise activities likely to be affected by the performance deficiency, before expending HOME funds for the activities;

(d) reprogram HOME funds that have not yet been expended from activities to offer eligible activities or withhold HOME funds;

(e) direct Owner to reimburse City for any amounts not used in accordance with the requirements of 24 CFR Part 92 or this Agreement;

(f) suspend disbursement of HOME funds;

(g) debarment or suspension; limited further funding opportunities;

(h) other appropriate action including, but not limited to any action legally available such as litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Agreement, or any other available remedies; or

(i) City may also exercise any one or more of the actions contained in 24 CFR §85.43(a) (1-5) or §85.44.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy which City may have available to it.

SECTION 13. INDEMNIFICATION

Owner agrees to be liable for any and all reasonable actual out-of-pocket damages, losses, and expenses incurred by the City caused by the acts and/or omissions of Owner or Owner, or any of its employees, agents, sub-contractors, representatives, or the like. Owner agrees to indemnify, defend, and hold the City harmless for any and all claims, suits, judgments or damages, losses and expenses, including, but not limited to, court costs, expert witnesses, consultation services, and attorney's fees arising from any and all acts and/or omissions of City, or any of its employees, agents, subcontractors, representatives, or the like, except to the extent caused by the City's gross negligence or willful misconduct. Notwithstanding, nothing in this Agreement shall be construed as a waiver by City of its rights to statutory sovereign immunity pursuant to FS §768.28. Notwithstanding anything herein to the contrary, Owner shall be entitled to adequate notice and opportunity to defend any third party claim indemnifiable hereunder.

SECTION 14. INSURANCE

Without limiting Owner's indemnification, Owner shall maintain in force at all times during the performance of this Agreement, all appropriate policies of insurance hereinafter described concerning its operations. Certificates with valid and authorized endorsements evidencing the maintenance and renewal of such insurance coverage shall be delivered to the City thirty (30) days prior to commencement of construction. City shall be given notice in writing at least thirty (30) calendar days in advance of cancellation or modification of any policy of insurance. City, its officers and employees shall be named as an additional named insured on all policies of liability insurance.

(a) All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Owner's performance of the Agreement. The required certificates shall be furnished by Owner prior to execution of this Agreement.

At least thirty (30) calendar days prior to the expiration of any of the above-referenced insurance policies, Owner, shall provide City with evidence of the renewal of said insurance policies in a form satisfactory to City.

The policies of insurance which must be secured are:

(1) Commercial General Liability Insurance: Owner must secure commercial general liability insurance to include, but not be limited to, bodily injury and property damage coverage. The policy's limit liability amount shall not be less than Five Hundred Thousand Dollars (\$500,000) per person/per occurrence for bodily injury to, or death to one or more than one person and not less than One Hundred Thousand Dollars (\$100,000) per occurrence for property damage.

(2) Workers' Compensation Coverage: Not applicable.

(3) Flood Insurance: Owner shall provide flood insurance as required under applicable HUD regulations.

(4) Builder's Risk. During the rehabilitation of the Property, Owner shall have insurance in effect to cover all risks or damages to the Property.

(5) Property Insurance. Owner must obtain property insurance for the fair market value of the Property.

SECTION 15. APPLICABLE LICENSING

Owner, at its sole expense, shall obtain all required Federal, State, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

SECTION 16. BANKRUPTCY OR INSOLVENCY

If Owner files a Petition in Bankruptcy, or if it is adjudged bankrupt or insolvent by any court of competent jurisdiction, or if a receiver of the property of the Owner shall be appointed in any proceeding brought by or against the Owner, or if the Owner shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the Owner's operations of the premises, City may terminate this Agreement immediately, unless such action is otherwise withdrawn within ninety (90) days of the commencement date of such proceeding

SECTION 17. ASSIGNMENT

This Agreement shall only be assignable by the Owner upon the express written consent of the City, which such consent shall not unreasonably be denied or delayed.

SECTION 18. SEVERABILITY

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 19. WAIVER

Failure of the Parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement, or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but same shall remain in full force and effect.

SECTION 20. NOTICE

The Parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to City. All notices required and/or made pursuant to this Agreement to be given to City shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

City: City of Kissimmee Development Services Department
Craig M. Holland, Director
101 Church Street
Kissimmee, FL 34741-5054

Developer: Osceola County Council on Aging, Inc.
Wendy Ford, President & CEO
700 Generation Point
Kissimmee, FL 34744

Owner: Buen Vecino Apartments LP
Wendy Ford, President & CEO
700 Generation Point
Kissimmee, FL 34744

With a copy to:

Nelson Mullins Riley & Scarborough LLP
David F. Leon, Esq.
390 N. Orange Avenue, Suite 1400
Orlando, FL 32801

With a copy to:

c/o Red Stone Equity Partners, LLC
90 Park Avenue, 28th Floor
New York, NY 10016
Attention: General Counsel and President

with a copy to:

Nixon Peabody LLP
Exchange Place

53 State Street
Boston, MA 02109
Attention: Roger W. Holmes

SECTION 21. MODIFICATION

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the Parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 22. HEADINGS

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

SECTION 23. JOINT AUTHORSHIP

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the Parties hereto.

SECTION 24. EQUAL OPPORTUNITY EMPLOYER

City is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. City will further ensure that all individuals, corporations, or other entities it utilizes for the project will comply with all equal opportunity employment laws.

SECTION 25. EQUAL OPPORTUNITY PARTICIPATION

Owner agrees that no person shall on the grounds of race, color, gender, age, disability, or national origin be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under any program or activity. Owner further assures every effort will be made to ensure nondiscrimination in all of its program activities.

SECTION 26. AUDITING, RECORDS AND INSPECTION

In the performance of this Agreement, Owner shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of City and shall be retained by Owner for a period of five (5) years after the termination or completion of this Agreement or until a full City audit is completed, whichever comes first. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida

Statutes. City also has the right to conduct an audit within sixty (60) days from the Effective Date to determine whether the Owner has the ability to fulfill its contractual obligations to the satisfaction of City. City has the right to terminate this Agreement based upon the findings in this audit without regard to any notice requirement for termination.

SECTION 27. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, Owner must comply with the Employment Eligibility Verification Program (“E-Verify Program”) developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.22254 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, Owner must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, Owner may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 28. COMPLIANCE WITH ALL LAWS

Owner, at their sole expense, shall comply with all Laws, Ordinances, Judicial Decisions, Orders, and Regulations of Federal, State, County, and municipal governments, as well as their respective Departments, Commissions, Boards, and Officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

SECTION 29. SURVIVAL

All provisions of this Agreement intended to survive or to be performed subsequent to the end of the period of this Agreement shall survive termination of the Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement, each upon the date set forth next to his/her name.

Signed in the presence of two witnesses:

Leslie Ochoa
Signature

Leslie Ochoa
Print Name

Idis Castillo
Signature

Idis Castillo
Print Name

DEVELOPER

Osceola County Council on Aging, Inc., a
Florida not for profit corporation

By: Wendy Ford
Wendy Ford, President

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me this 21 day of February, 2025, by Wendy Ford, as President of Osceola County Council on Aging, Inc., a Florida not for profit corporation. She X is personally known to me or _____ who has produced as identification.

NOTARY PUBLIC

Leslie Ochoa
Print Name: Leslie Ochoa
My Commission Expires: 06/12/2028



Signed in the presence of two witnesses:

Leslie Ochoa
Signature

Leslie Ochoa
Print Name

Olivia Castillo
Signature

Olivia Castillo
Print Name

OWNER

Buen Vecino Apartments LP, a
Florida limited partnership

By: Buen Vecino Housing, Inc.,
its General Partner

By: Wendy Ford
Wendy Ford,
Chief Executive Officer

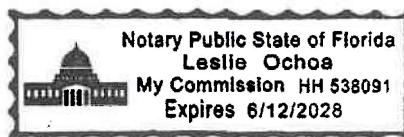
CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me this 21 day of February, 2025, by Wendy Ford, as Chief Executive Officer of Buen Vecino Housing, Inc., as General Partner of Buen Vecino Apartments LP, a Florida limited partnership. She X is personally known to me or _____ who has produced as identification.

NOTARY PUBLIC

Leslie Ochoa
Print Name: Leslie Ochoa
My Commission Expires: 06/12/2028



ATTEST:

By: _____

Tameara Crespo, City Clerk

**CITY OF KISSIMMEE, FLORIDA,
a municipal corporation**

By: _____

Mayor _____

Date: _____

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

DESCRIPTION NO. 2A:

BEGIN AT THE NORTHWESTERLY CORNER OF LOT 1, BLOCK 193, BUENAVENTURA LAKES-UNIT 9, 1ST ADDITION, AS RECORDED IN PLAT BOOK 5, PAGES 43-44, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT OF BEGINNING ALSO BEING ON THE BOUNDARY OF BUENAVENTURA LAKES-UNIT 9, 5TH ADDITION, AS RECORDED IN PLAT BOOK 5, PAGES 177-178, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, SAID POINT BEING A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 2,525.00 FEET; THENCE RUN ALONG SAID BUENAVENTURA LAKES-UNIT 9, 5TH ADDITION THE FOLLOWING COURSES, NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.79 FEET THROUGH A CENTRAL ANGLE OF 00°25'35", SAID CURVE HAVING A CHORD BEARING OF N 01°03'36" W AND A CHORD LENGTH OF 18.79 FEET; THENCE N 88°43'36" E, A DISTANCE OF 100.00 FEET; THENCE N 02°21'46" W, A DISTANCE OF 99.82 FEET; THENCE N 80° 53'31" E, A DISTANCE OF 219.12 FEET; THENCE N 33°27'49" E, A DISTANCE OF 163.51 FEET; THENCE N 80°53'31" E, A DISTANCE OF 323.56 FEET; THENCE N 35°44'44" E, A DISTANCE OF 64.86 FEET TO THE SOUTHWESTERLY CORNER OF LOT 7, BLOCK 202, BUENAVENTURA LAKES-UNIT 9, 6TH ADDITION AS RECORDED IN PLAT BOOK 5, PAGES 179-180, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN ALONG SAID BUENAVENTURA LAKES-UNIT 9, 6TH ADDITION THE FOLLOWING COURSES S 54°15'16" E, A DISTANCE OF 250.70 FEET; THENCE N 58°40'26" E, A DISTANCE OF 164.88 FEET; THENCE S 85°53'42" E, A DISTANCE OF 94.19 FEET; THENCE N 74°16'23" E, A DISTANCE OF 196.61 FEET; THENCE S 18°59'48" E, A DISTANCE OF 201.01 FEET TO THE NORTHEASTERLY CORNER OF LOT 1, BLOCK 196, BUENAVENTURA LAKES-UNIT 9, 7TH ADDITION AS RECORDED IN PLAT BOOK 5, PAGES 137-138, PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE RUN ALONG THE BOUNDARY OF SAID UNIT 9, 7TH ADDITION THE FOLLOWING COURSES, S 72°26'27" W, A DISTANCE OF 225.05 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 829.80 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 333.90 FEET THROUGH A CENTRAL ANGLE OF 23°03'18", SAID CURVE HAVING A CHORD BEARING OF S 83°58'06" W AND A CHORD LENGTH OF 331.65 FEET, TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,125.73 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 510.12 FEET THROUGH A CENTRAL ANGLE OF 25°57'48" SAID CURVE HAVING A CHORD BEARING S 82°30'51" W AND A CHORD LENGTH OF 505.77 FEET; THENCE S 83°31'56" W, A DISTANCE OF 96.08 FEET TO THE NORTHEASTERLY CORNER OF LOT 4, BLOCK 193 OF SAID BUENAVENTURA LAKES-UNIT 9, 1ST ADDITION; THENCE CONTINUE S 83°31'56" W, ALONG SAID UNIT 9, 1ST ADDITION 75.49 FEET; THENCE S 89°09'11" W, A DISTANCE OF 236.07 FEET TO THE POINT OF BEGINNING.

AND ALSO

TRACT "B" AS RECORDED IN THE AFORESAID BUENAVENTURA LAKES-UNIT 9, 7TH ADDITION, AS RECORDED IN PLAT BOOK 5, PAGES 137-138, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

EXHIBIT “B”

**INCOME LIMITS
PERSONS ELIGIBLE AND QUALIFIED TO RECEIVE SAID SERVICES AS
ESTABLISHED
BY THE U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) 2024**

	<u>1 Person</u>	<u>2 Person</u>	<u>3 Person</u>	<u>4 Person</u>	<u>5 Person</u>	<u>6 Person</u>	<u>7 Person</u>	<u>8 Person</u>
VERY LOW INCOME	33,800	38,600	43,450	48,250	52,150	56,000	59,850	63,700
60% LIMITS	40,560	46,320	52,140	57,900	62,580	67,200	71,820	76,440
LOW INCOME	54,050	61,800	69,500	77,200	83,400	89,550	95,750	101,950

EXHIBIT “C”

PROMISSORY NOTE

\$500,000.00 March 12, 2025 _____ **Kissimmee, Florida**

For value received, the undersigned (the “Borrower”) promises to pay the City of Kissimmee, a Florida municipal corporation (the “Lender”), the principal sum of ***Five Hundred Thousand Dollars and 00/100 (\$500,00.00)***. Said principal shall be payable at 101 Church Street, Kissimmee, FL 34741, or at such other place as the holder hereof may designate in writing, in one (1) principal installment of ***Five Hundred Thousand Dollars and 00/100 (\$500,00.00)*** due on March 12, 2080; provided, however, that if the undersigned is in full compliance with that certain HOME Program Agreement and all agreements between the undersigned and the City through the Affordability Period or undersigned has cured any defaults thereunder, then the debt evidencing this Note may be forgiven by the lender, in their sole and absolute discretion. This Note will not bear interest and the principal shall be non-amortizing.

Notwithstanding the above, at the option of the City, this Note shall become immediately due and payable, upon the occurrence of any of the following events (each an “Event of Default”): (i) failure to pay any sum when due under this Note, the HOME Program Agreement, or such other documents executed in connection with this Project, and such failure continues for ten (10) days after written notice by City to the undersigned; (ii) failure to comply with any HOME Program regulations including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92; (iii) failure to comply with any of the terms contained in the HOME Program Agreement or uses the funds other than as authorized by the HOME Program Agreement or any of the other documents executed in connection with this Project; (iv) failure to timely comply with audit requirements; (v) failure to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in the HOME Program Agreement; (vi) failure to substantially build the Property as required by the HOME Program Agreement; (vii) failure to rent the HOME-assisted units to Eligible Persons at Affordable rents for the Affordability Period as required in the HOME Program Agreement; (viii) if a CHDO, failure to maintain CHDO status for the duration of the HOME Program Agreement; (ix) the undersigned is deemed in default under the HOME Program Agreement with the City or is in default under the terms of other financing or mortgages related to the Property in which Borrower is a party to such agreement and said default extends beyond the applicable notice and cure periods provided in said documents; (x) if at any time any material omission or material representation made by an authorized representative of the undersigned in any written certification or written communication submitted by an authorized representative of the undersigned to the City in an effort to induce the making of this loan or the administration thereof is determined by the City to be false, misleading, or incorrect in any material manner; (xi) failure to disclose to the City, upon written request, the names of all persons with whom the undersigned has contracted or intends to contract with for the construction or management of any portion of the Property, including contracts for services and/or labor, within 30 days of the City’s written request; or (xii) if any other default or breach of any material term shall occur under the Note, Mortgage, or any Loan Documents, and such default or breach, after prior written notice, is continuing beyond thirty (30) days after written notice, or longer if necessary to cure and cure is being diligently pursued. To the extent notice and cure is not provided above, the undersigned shall be entitled to prior written notice and 30 days thereafter to cure any default, or longer if necessary

to cure and cure is being diligently pursued, before the City exercises its rights or remedies hereunder. Notwithstanding anything to the contrary contained herein, if an Event of Default occurs, prior to exercising any remedies hereunder, Lender shall give Borrower and Borrower's investor limited partner (the "Investor") simultaneous written notice of such default. Lender hereby agrees that any cure of any default made or tendered by Investor shall be deemed to be a cure by Borrower, and accepted or rejected on the same basis as if made or tendered by Borrower. Investor shall have a period of thirty (30) days after receipt of notice, or such longer period of time as may be set forth herein, to cure a default prior to exercise of remedies by Lender hereunder or under any related documents.

The holder hereof may exercise this option to accelerate upon an Event of Default, provided said Event of Default extends beyond the applicable cure period, by the undersigned regardless of any prior forbearance. In the event of any default under this Note, and if the same is referred to an attorney at law for collection, or any action at law or in equity is brought with respect hereto, the undersigned shall pay the holder hereof all expenses and costs, including, but not limited to, reasonable attorney's fees.

The maker of this Note hereby waives demand, presentment, notice of dishonor, and protest. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

The debt evidenced by this Note is secured by a Mortgage and Security Agreement of even date herewith (the "Mortgage"), covering the property described in **Exhibit "A"** (the "Property"), on three (3) designated HOME-assisted units as more fully described in the Mortgage and HOME Program Agreement.

The term "Loan Documents" when used herein shall mean, collectively, the following documents: (i) this Note; (ii) the Mortgage; (iii) the HOME Program Agreement between the City of Kissimmee and Osceola Council on Aging, Inc. and Buen Vecino Apartments, LLC ("HOME Program Agreement"); (iv) Declaration of Covenants and Restrictions; and (v) all other documents or agreements arising under, related to, or made in connection with, the loan evidenced by this Note, as such Loan Documents may be amended. All persons to whom this Note may come are referred to the Mortgage, the HOME Program Agreement, and other Loan Documents for their effect on this Note. All terms not defined herein shall have the meaning ascribed to such terms in the HOME Program Agreement.

The right of the Lender to payment of the indebtedness evidenced by this Note is and will at all times be subordinate to the rights of all Superior Loans as such term is defined in the Mortgage and to the extent provided in any subordination agreement to be entered into by and among the Lender and the lenders of the Superior Loan(s) (individually and collectively, the "Subordination Agreement"). The Mortgage and any other documents securing this Note are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions set forth in such Superior Loan documents and any subordination agreement entered into in a form and manner agreed to between the parties. The rights and remedies of the payee and each subsequent holder of this Note and the Mortgage securing this Note are subject to the restrictions and limitations set forth in the Superior Loan documents and any Subordination Agreement.

If there is any conflict between the loan documents (“HUD Loan Documents”) in connection with that certain Section 202 Capital Advance from U.S. Department of Housing and Urban Development (“HUD”) of even date herewith in the original principal amount of \$5,691,439 (the “HUD Loan”) and the terms of this Note, the HUD Loan Documents shall control.

The validity of this Note and the other Loan Documents, each of their terms and provisions and the rights and obligations of the undersigned under this Note, and the other Loan Documents shall be governed by, interpreted, construed, and enforced pursuant to and in accordance with the laws of the State of Florida. The undersigned agrees that any controversy arising under or in relation to this Note, HOME Program Agreement, the Mortgage or any other Loan Documents shall be litigated exclusively in the State of Florida. The state and federal courts and authorities with jurisdiction in the State of Florida shall have exclusive jurisdiction over all controversies which may arise under or in relation to this Note, including without limitation those controversies relating to the execution, interpretation, breach, enforcement or compliance with this Note, the Mortgage, or any other issue arising under, related to, or in connection with any of the Loan Documents. The undersigned irrevocably consents to service, jurisdiction, and venue of such courts for any litigation arising from this Note, Mortgage, or any of the other Loan Documents, and waives any other venue to which it might be entitled by virtue of domicile, habitual residence, or otherwise.

The provisions of this Note, the Mortgage, HOME Program Agreement, and all other Loan Documents shall be binding on the successors and assigns, including, but not limited to, any receiver, trustee, representative or other person appointed under foreign or domestic bankruptcy, receivership, or similar proceedings of the undersigned and any person having an interest in the undersigned.

The enforcement of this Note and the other Loan Documents shall be nonrecourse to the undersigned and its members. Lender’s sole recourse against undersigned and its members for the payment thereof shall be the collateral under the Mortgage.

HUD PROVISIONS: As long as HUD is holder of the Capital Advance Program Mortgage Note (“HUD Note”), in connection with the HUD Loan for FHA Project No. 066-EE122, the following provisions (“HUD Provisions”) shall be in full force and effect:

(a) any payments due under this Note shall be payable only (i) from permissible distributions from Residual Receipts of the HUD Project or (ii) from non-project funds received from the HUD project’s sponsor;

(b) this Note is non-negotiable and may not be sold, transferred, assigned, or pledged by Lender except with the prior written approval of HUD;

(c) interest on the Note shall not be compounded as long as HUD is the holder of the HUD Note;

(d) Borrower hereby waives presentment, demand, protest and notice of demand, protest and nonpayment of this Note;

(e) the terms and provisions of this Note are also for the benefit of and are enforceable by HUD against any party hereto, their successors and assigns. This Note may not be modified or amended without the written consent of HUD;

(f) no default may be declared or confession of judgment initiated under this Note without the express approval of HUD; and

(g) in the event of any conflict between the terms of the Note and the HUD Provisions, the terms of the HUD Provisions shall control.

THIS NOTE ARISES OUT OF OR IS GIVEN TO SECURE THE REPAYMENT OF A LOAN ISSUED IN CONNECTION WITH THE FINANCING OF AFFORDABLE HOUSING AND IS EXEMPT FROM INTANGIBLE TAX PURSUANT TO SECTION 159.513, FLORIDA STATUTES.

By signing below, the undersigned accepts and agrees to the covenants and agreements contained in this Note.

OWNER

Buen Vecino Apartments LP, a Florida limited partnership

Buen Vecino Housing, Inc., a Florida not for profit corporation, its General Partner

By:

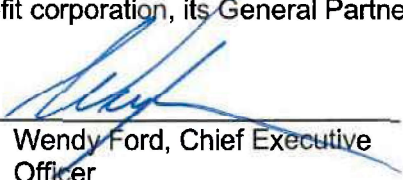

Wendy Ford, Chief Executive Officer

EXHIBIT “D”

THIS INSTRUMENT PREPARED
BY AND RETURN TO:

[]

[]

[]

Attn: []

THIS MORTGAGE IS GIVEN TO SECURE THE FINANCING OF HOUSING UNDER PART IV OF CHAPTER 420, FLORIDA STATUTES, AND IS EXEMPT FROM TAXATION PURSUANT TO SECTION 420.513, FLORIDA STATUTES. ACCORDINGLY, NO DOCUMENTARY STAMP TAX OR INTANGIBLE TAX IS DUE IN CONNECTION WITH THIS MORTGAGE.

MORTGAGE

THIS MORTGAGE (hereinafter “Mortgage”) is made this 12th day of March, 2025, by the Mortgagor, Buen Vecino Apartments LP, Florida limited partnership, with a principal address of 700 Generation Point, Kissimmee Florida 34741 (hereinafter referred to as “Borrower”), in favor of the Mortgagee, **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Kissimmee, FL 34741 (hereinafter “Lender”).

WHEREAS, Borrower and Lender have entered into an HOME Program Agreement (the “HOME Agreement”), a copy of which is on file in the City Clerk’s Office for the City of Kissimmee and the definitions and terms of which are incorporated herein by this reference as if fully set forth herein, and which provides, among other things, that the Lender will loan to Borrower HOME funds to be used towards the construction of sixty (60) units, located in the Buen Vecino Apartments located on White Birch Drive, Kissimmee, Florida 34743 (ID#01-25-29-0000-0033-0000), Kissimmee, Florida, in which three of the sixty units shall be designated as HOME-assisted units for rent to Very Low Income persons or families, as applicable, at Affordable rents and upon such other terms as set forth in the HOME Agreement; and

WHEREAS, to ensure, among other things, that the HOME-assisted units are rented to Very Low income persons or families at Affordable rents and on the terms set forth in the HOME Agreement, Borrower have executed a note in favor of Lender in the principal sum of ***Five Hundred Thousand Dollars and 00/100 (\$500,000.00)***, which indebtedness is evidenced by Borrower’s promissory note dated of even date herewith (hereinafter “Note”), a copy of which is attached hereto as **Exhibit “A”**, due and payable as provided in the Note.

To secure to Lender (a) the indebtedness evidenced by the Note, and all renewals, extensions, and modifications thereof; (b) the performance of the covenants and agreements of Borrower contained in the Note between Lender and Borrower; (c) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; (d) the performance of the covenants and agreements contained in the HOME Agreement between the Lender and

Borrower; and (e) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant, convey and assign to Lender the benefit of a lien on, and a security interest in any fee simple interest Borrower may acquire now or in the future in and to the following described real property located in Osceola County, Florida:

See Attached Exhibit “B”

Together with all if Borrower’s right, title and interest in all buildings, structures, improvements, and tenements now or hereafter erected on the Property; all heretofore or hereafter vacated alleys and streets abutting the Property, and all easements, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and therefor; all rents, royalties, mineral, oil and gas rights and profits, water rights and water stock appurtenant to the Property; all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances and goods of every nature whatsoever now or hereafter located in or on, or used or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; all elevators and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, mirrors, cabinets, paneling, rugs, attached floor coverings, furniture, pictures, antennas, trees and plants; all leasehold estates and all leases or subleases of the Property, or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Borrower thereunder, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all rents, profits, issues and revenue of the Property and the buildings on the Property from time to time accruing, whether under leases or tenancies now existing or hereafter created; all machinery, apparatus, equipment, fittings, fixtures and tangible personal property of every kind and nature whatsoever now or hereafter located on the Property or in any buildings or improvements upon the Property, or any part thereof, and used or usable in connection with the construction of or any occupancy of any buildings on the Property or the operation of the Property and all additions thereto; and all proceeds, products, substitutions, additions, renewals, accessions and replacements of any of the foregoing items. All of the foregoing real and personal property herein referred to as the “Property”).

TO HAVE AND TO HOLD the said Property unto the Lender until the payment in full or forgiveness (in the sole discretion of the Lender) of the Note and the performance of all obligations under the Loan Documents (as defined in the HOME Agreement) through the date of such payment or forgiveness, as the case may be, in fee simple.

To protect the security of this Mortgage, Borrower further covenants, warrants and agrees with Lender as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay all payments provided for in the Note, any prepayment and late charges provided in the Note and all other sums secured by this Mortgage and shall otherwise comply with all the terms in the Note and this Mortgage.

2. **HOME Agreement.** The indebtedness that is secured by this Mortgage and is the subject of the Note shall be advanced pursuant to the covenants and conditions of the HOME Agreement between Borrower and Lender, all of which terms are incorporated herein by reference and made a part of this Mortgage with the same force and effect as if fully set forth in this Mortgage.

3. **Funds for Taxes, Assessments, Charges, Liens.** Borrower shall pay all water and sewer rates, rents, taxes, ad valorem taxes, assessments, premiums, insurance and other impositions attributable to the Property by Borrower making payment when due, directly to the payee thereof, or in such other manner as Lender may designate in writing. Upon request, Borrower shall promptly furnish to Lender all receipts evidencing such payments. Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property, or shall transfer to bond any claims of lien filed by any such persons.

4. **Leases, Subleases and Easements.** Borrower, at Borrower's sole cost and expense, shall maintain and cause to be performed, all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any lease, sublease or easements, which may constitute a portion of or an interest in the Property; shall require its tenants or subtenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any and all leases, subleases, or easements; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in default thereof, Lender shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions and provisions of any lease, sublease or easements. Except in the ordinary course of business, Borrower shall not, without the consent of Lender, consent to any modification or amendment of any lease, sublease or easement or to the, cancellation, termination or surrender of any lease, sublease or easement. Borrower shall not enter into any lease, sublease, or easement or make any modification or amendment that would violate any terms of the HOME Agreement or violate any of the HOME regulations governing this Property.

5. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured by carriers at all times satisfactory to Lender against loss by fire, hazards included within the term "extended coverage", rent loss and such other hazards, casualties, liabilities and contingencies as Lender shall require and in such amounts and for such periods as Lender shall require. Borrower shall also maintain commercial general liability insurance with Lender named as an additional insured in such amounts and for such periods as Lender may require. Borrower shall also maintain worker's compensation insurance, subject to the statutory limits of the State of Florida, and employer's liability insurance with a limit of no less than \$500,000.00 per accident, per employee.

All premiums on the foregoing insurance policies shall be paid by Borrower making payment, when due, directly to the carrier, or in such other manner as Lender may designate in writing.

All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies or certificate of insurance with regard thereto, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. At least

thirty (30) days prior to the expiration date of a policy, Borrower shall deliver to Lender a renewal policy in form satisfactory to Lender.

In the event of loss to the Property, Borrower shall give immediate written notice to the insurance carrier and Lender. Unless Borrower and Lender otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property and the security of this Mortgage is not thereby impaired, subject to the Superior Loans. During the continuance of an Event of Default, subject to the Superior Loans, Borrower hereby authorizes and empowers Lender as attorney in fact for such Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property, or (b) to apply the balance of such proceeds to the payment of the sums secured by this Mortgage, whether or not then due. Lender shall permit the proceeds to be used to reconstruct if Borrower demonstrates there are sufficient funds for reconstruction and Borrower is not otherwise in default hereunder.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. Lender may, at Lender's option, condition disbursement of said proceeds on Lender's approval of such plans and specifications of an architect satisfactory to Lender, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If the insurance proceeds are applied to the payment of the sums secured by this Mortgage, any such application of proceeds to principal shall not extend or postpone the due dates of any future installments. If the Property is sold or if Lender acquires title to the Property, Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

6. Preservation and Maintenance of the Property. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the standards required by HUD and its property standards requirement, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall comply with all laws, ordinances, regulations, and requirements of any governmental body applicable to the Property, and cure any violations within the time permitted by the applicable governing body, (f) shall use and operate, and shall require its lessees or licensees to use or operate, the Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions and with all applicable requirements of any lease or sublease now or hereafter affecting the Property, (g) shall operate and maintain the Property in a manner to ensure compliance with applicable U.S.

Department of Housing and Urban Development (HUD) and HOME regulations, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Mortgage or the rights or powers of Lender. Neither Borrower nor any tenant or other person shall remove, demolish or alter any non-obsolete improvement now existing or hereafter erected on the Property or any fixture, equipment, machinery or appliance in or on the Property except when incident to the replacement of fixtures, equipment, machinery and appliances with items of like kind.

7. Use of Property. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Mortgage was executed. Borrower shall not initiate or acquiesce in a change in the zoning classification of the Property without Lender's prior written consent.

8. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Lender therein, including, but not limited to, eminent domain, insolvency, code enforcement or arrangements or proceedings involving a bankrupt or decedent, and such event, action, or proceeding is not other withdrawn, cured or such event, action, or proceeding is continuing beyond any applicable cure period, then Lender, after the occurrence of an Event of Default, at Lender's option after notice to the Borrower, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorney's fees, (ii) entry upon the Property to make repairs, and (iii) procurement of satisfactory insurance as provided in paragraph 5 hereof.

Any amounts disbursed by Lender pursuant to this paragraph shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable upon demand by Lender and shall bear interest from the date of disbursement at the Event of Default rate stated in the Note unless collection from Borrower of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from Borrower under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

9. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property after providing Borrower with prior written notice and at reasonable business hours. If the Property requires repair, care or attention, after notice to Borrower, Lender may enter or cause entry to be made on the Property to repair, protect and maintain the Property as Lender may reasonably deem necessary after notice to the Borrower. Any and all money that the Lender must pay to accomplish the proper maintenance on the Property shall become due and payable under the provisions of the above paragraph.

10. Books and Records. Borrower shall keep and maintain at all times at Borrower's address stated above, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property, compliance with all applicable HOME and federal regulations, compliance with the

HOME Agreement and copies of all written contracts, leases and other mortgages or other interests which affect the Property. Such books, records, contracts leases, other documentation and mortgages shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender, within one hundred and twenty (120) days after the end of each fiscal year of Borrower, a balance sheet, a statement of income and expenses of the Property and a statement of changes in financial position, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant.

11. Condemnation. Borrower shall promptly give written notification to Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, and Borrower shall appear in and prosecute any such action or proceeding unless otherwise directed by Lender in writing. After the occurrence of an Event of Default, Borrower authorizes Lender, at Lender's option, as attorney in fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking (provided, however, that so long as no Event of Default then exists, no compromise or settlement shall be made without the Borrower's consent, which consent shall not be unreasonably withheld). The proceeds of any award or payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender to apply such awards, payments, proceeds or damages, after the deduction of Lender's expenses incurred in the collection of such amounts, at Lender's option, and shall be first applied to Borrower to restoration or repair of the Property or to payment of the sums secured by this Mortgage, whether or not then due, with the balance, if any, to Borrower.

12. Assignment of Rents. Borrower hereby collaterally assigns and transfers to Lender all the leases, subleases, franchises, rents, issues and profits of the Property, and hereby gives to and confers upon Lender the right, power and authority to collect such rents, issues and profits as herein set forth. Borrower irrevocably appoints Lender its true and lawful attorney-in-fact for such purposes. Upon the occurrence and during the continuance of an Event of Default, not cured within any applicable grace period, under this Mortgage, Lender shall have the right, at its option, immediately and without further legal action being necessary, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Borrower or Lender, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Borrower shall have the right to collect, use and retain such rents, issues and profits (but not more than one month in advance) prior to or so long as there is not the continuance of an Event of Default under this Mortgage.

13. Collection of Rents Upon Event of Default. Upon and during the continuance of any Event of Default under this Mortgage, Lender may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property (but only by way of a court-appointed receiver or court order), or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any

indebtedness secured hereby, and in such order as Lender may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Property, or the application thereof as aforesaid, shall not cure or waive any Event of Default or notice of Event of Default hereunder or invalidate any act done in response to such Event of Default or pursuant to such notice of Event of Default.

14. Restriction on Further Assignments or Modifications. The Lender hereby acknowledges and agrees that this Mortgage is subordinate to (i) the loan from U.S. Department of Housing and Urban Development (“HUD”) to Borrower, in the original principal amount of Five Million Six Hundred Ninety-One Thousand Four Hundred Thirty-Nine and NO/100 Dollars (\$5,691,439.00) (“HUD Loan”) (ii) that certain mortgage loan by Osceola County Housing Finance Authority, as assigned to U.S. Bank Trust Company, National Association, as trustee, to Borrower made up of the proceeds of the Osceola County Housing Finance Authority Multifamily Housing Revenue Bonds in the anticipated principal amount of Thirteen Million and NO/100 Dollars (\$13,000,000.00); (iii) that certain mortgage loan from Truist Bank in the original principal amount of Five Million Nine Hundred Thousand and NO/100 Dollars \$5,900,000; and (iv) the funds from Osceola County, Florida in the aggregate amount of Five Million Two Hundred Thousand and NO/100 Dollars (\$5,200,000) (altogether, including any substitutions therefor and any refinancings thereof, regardless of amount of such substitution or refinancing, the “Superior Loans”). Except in connection with Superior Loans, Borrower shall not, without the prior written consent of Lender, assign the rents, issues or profits, or any part thereof, from the Property or any part thereof, and shall not consent to the modification, cancellation or surrender of any lease or sublease covering the Property. However, Borrower shall not enter into any lease, sublease, or easement, or make any modification or amendment that would violate any terms of the HOME Agreement or violate any of the HOME regulations governing this property. An action of Borrower in violation of the terms of this section shall be void as against Lender in addition to being an Event of Default under this Mortgage after applicable notice and cure periods. Lender agrees that its consent of any refinancing of the Senior Mortgages and subordination to any such refinancing request will not be unreasonably withheld.

Borrower shall not, without the consent of Lender after the occurrence of an Event of Default, consent to the cancellation or surrender of, accept prepayment of rents, issues or profits more than thirty (30) days in advance under, any lease or sublease now or hereafter covering the Property or any part thereof, nor modify any such lease or sublease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported assignment, cancellation, surrender, prepayment or modification made without the written consent of Lender shall be void as against Lender. Borrower shall, upon demand of Lender, enter into an agreement with Lender with respect to the provisions contained in the preceding provision regarding any lease or sublease covering said Property or any part thereof, and Borrower hereby appoints Lender attorney-in-fact of Borrower to execute and deliver any such agreement on behalf of Borrower and deliver written notice thereof to the tenant to whose lease such agreement relates. Borrower agrees to furnish to Lender a copy of all leases, any modification of any lease presently in effect and copies of all future leases affecting the Property covered by this Mortgage, and failure to furnish to Lender a copy of any modification of a lease or a copy of any future lease affecting said Property shall be deemed an Event of Default under this Mortgage after applicable notice and cure periods.

All leases or subleases hereafter entered into by Borrower with respect to the Property or any part thereof shall be subordinate to the lien of this Mortgage. Notwithstanding anything herein to the contrary, the Borrower shall not need Lender's prior written consent for the following encumbrances, liens, or assignments: i) utility, cable, or other similar liens, encumbrances, claims or easements that are customarily granted for the operation of similar projects or in the ordinary course of business of operating an apartment complex; (iv) residential leases, (v) transfers, liens, or pledges permitted under the Borrower's operating agreement; (vi) liens reported on the Property's title policy.

15. Uniform Commercial Code Security Agreement. This Mortgage is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Borrower hereby grants Lender a security interest in said items. Borrower agrees that Lender may file this Mortgage, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Mortgage or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Mortgage in such form as Lender may require to perfect a security interest with respect to said items. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Lender may reasonably require. Except for the Senior Mortgages, without the prior written consent of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Mortgage, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Mortgage as to such items.

In exercising any of said remedies, Lender may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in this Mortgage.

16. Events of Default. The following shall constitute an Event of Default under this Mortgage:

(a) failure to pay any sum when due under the Note, this Mortgage or other documents executed in connection with this Project and such failure continues for ten (10) days after written notice by Lender to Borrower;

(b) failure to comply with any HOME Program regulations including, but not limited to, 42 U.S.C. §§12701-12839, 24 CFR Part 92;

(c) failure to comply with any of the terms contained in the HOME Agreement or uses the HOME funds other than as authorized by the HOME Agreement;

- (d) failure to timely comply with audit requirements;
- (e) failure to expend HOME funds in a timely manner or fails to meet any of the time requirements as set forth in the HOME Agreement;
- (f) failure to renovate the Property as required by the HOME Agreement;
- (g) failure to rent the HOME-assisted units to Eligible Persons at Affordable rents for the Affordability Period as required in the HOME Agreement;
- (h) if a CHDO, failure to maintain CHDO status for the duration of the HOME Agreement;
- (i) Borrower is deemed in default under the HOME agreements it has with the Lender even if unrelated to this Project or Property or is in default under the terms of other financing or mortgages used for the Property and said default extends beyond the applicable cure period provided in said documents;
- (j) if at any time any material omission or material representation made by Borrower in any written certification or communication submitted by Borrower to the Lender in an effort to induce the making of this loan or the administration thereof is determined by the Lender to be false, misleading, or incorrect in any material manner at the time made; or
- (k) if any other default or breach of any term shall occur under the Note, Mortgage or any Loan Documents.

Notwithstanding any of the foregoing provisions to the contrary, prior to any noncompliance with the terms of this Agreement being deemed a default, breach, or Event of Default, Borrower shall be entitled to prior notice and 30 days (10 days in the case of (a) above) to cure the same. If Borrower has failed to cure any Event of Default by any applicable cure period, the Lender may, at its sole option, cure such Event of Default, provided, however, that the Lender shall be under no duty or obligation to do so. Notwithstanding anything to the contrary contained herein, if an Event of Default occurs, prior to exercising any remedies hereunder, Lender shall give Borrower and Borrower's investor limited partner (the "Investor") simultaneous written notice of such default. Lender hereby agrees that any cure of any default made or tendered by Investor shall be deemed to be a cure by Borrower, and accepted or rejected on the same basis as if made or tendered by Borrower. Investor shall have a period of thirty (30) days after receipt of notice, or such longer period of time as may be set forth herein, to cure a default prior to exercise of remedies by Lender hereunder or under any related documents.

17. Remedies. Upon the occurrence and during the continuance of any Event of Default, or any other breach of this Mortgage, Lender may declare Borrower in default and the remedies available to Lender shall include, but not necessarily be limited to, any one or more of the following: (i) Lender may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding; (ii) Lender may take immediate possession of the Property or any part thereof by way of a court-appointed receiver as discussed in this Mortgage and manage, control or lease the same to such person and at such rental as it may deem proper and collect all rents, issues and profits therefrom;

and (iii) Lender shall be free to terminate the HOME Agreement, withhold all funding and/or exercise all rights and remedies available to it under the terms of the HOME Agreement, the Loan Documents, under statutory law, federal or under common law. The City may also exercise any one or more of the actions contained in 24 CFR §85.43(a)(1-5).

18. Remedies Cumulative. Each remedy provided in this Mortgage is distinct and cumulative to all other rights or remedies under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively, in any order whatsoever.

19. Borrower and Lien Not Released. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower or any junior lien holder, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Mortgage, extend the time for payment of said indebtedness or any part thereof, reduce the payments thereon, accept a renewal note or notes therefor, modify the terms and time of payment of said indebtedness, with the consent of Borrower, release from the lien of this Mortgage any part of the Property, take or release other or additional security, re-convey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, or join in any extension or subordination agreement. Any actions taken pursuant to this paragraph shall not affect the obligation of Borrower to pay the sums secured by this Mortgage and to observe the covenants of Borrower contained herein and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender title insurance premiums and attorney's fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

20. No Waiver. Failure of the Lender to declare an Event of Default shall not constitute a waiver of any rights by the Lender. Furthermore, the waiver of any Event of Default by the Lender shall in no event be construed as a waiver of rights with respect to any other Event of Default, past or present.

21. Appointment of Receiver; Lender in Possession. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage which is not cured within any applicable cure period after prior written notice, Lender may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Lender's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Mortgage. In the event Lender elects to seek the appointment of a receiver for the Property upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage after applicable notice and cure periods, Borrower hereby expressly consents to the appointment of such receiver. Lender or the receiver shall be entitled to receive a reasonable fee for managing the Property.

22. Transfers of the Property or Beneficial Interests in Borrower; Assumption. Except as otherwise provided herein, and except as permitted under the Borrower's partnership agreement, on sale or transfer of all or any part of the Property, or any interest therein, in any manner inconsistent with the HOME Agreement, Lender may, at Lender's option, declare all of

the sums secured by this Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage or by state or federal law. Notwithstanding, the Property may be transferred and this Loan, Mortgage and Note, as to both principal and interest, together with all other obligations under the Loan Documents, shall be assumable upon the sale or transfer of the Property if the following conditions are met: (a) the proposed owner of the Property meets all specific applicant identity criteria which were required by the Lender as conditions of the original Loan; and (b) the proposed owner of the Property agrees to maintain all set asides and other requirements of the Loan for the period originally specified or longer, and agrees to assume the Borrower's obligations under this Mortgage and the Loan Documents.

23. Notice. Except for any notice required under applicable law to be given in another manner, each notice, demand, consent or other approval (collectively, "notices" and singly, "notice") given under the Note, this Mortgage and any other Loan Document, shall be in writing to the other party, and if to Borrower, at its address set forth at the beginning of the Mortgage, and if to Lender, at its address set forth at the beginning of the Mortgage, or at such other address as such party may designate by notice to the other party and shall be deemed given (a) three (3) Business Days after mailing, by certified U.S. mail, return receipt requested, postage prepaid; (b) one (1) Business Day after delivery, fee prepaid, to a national overnight delivery service; or (c) when delivered, if personally delivered with proof of delivery thereof.

Borrower and Lender each agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, the receipt of the same upon request by the other party and that any notice rejected or refused by it shall be deemed for all purposes of this Mortgage to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service. As used in the Mortgage, the term "Business Day" means any day other than a Saturday, a Sunday or any other day on which Lender is not open for business.

24. Successors and Assigns Bound; Joint and Several Liability; Agents; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

25. Governing Law and Severability. This Mortgage shall be governed by the law of the State of Florida. In the event that any provision of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to this end, the provisions of this Mortgage and the Note are declared to be severable. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected from Borrower is interpreted so that any charge provided for in this Mortgage or in the Note, whether considered separately or together with other charges levied in connection with this Mortgage and the Note, violates such law, and Borrower is entitled to the benefit of such law, such charge is hereby reduced to the extent necessary to eliminate such violation.

[reserved]

26. Attorney's Fees. If this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder or the enforcement of any provisions contained herein, Borrower agrees to pay all actual out of pocket costs of collection, including reasonable attorneys' fees, including those in all appellate and bankruptcy proceedings incurred by Lender, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.

27. Environmental Hazards. Borrower covenants and agrees that Borrower shall not: (a) cause or permit the presence, use, generation, manufacture, production, processing, installation, release, discharge, storage (including aboveground and underground storage tanks for petroleum or petroleum products), treatment, handling or disposal of any Hazardous Materials (as defined below) (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable multi-family or commercial properties or for normal household or business purposes) on or under the Property, or in any way affecting the Property or its value, or which may form the basis for any present or future demand, claim or liability relating to contamination, exposure, cleanup or other remediation of the Property; or (b) cause or permit the transportation to, from or across the Property of any Hazardous Material (excluding the safe and lawful use and storage of quantities of Hazardous Materials customarily used in the operation and maintenance of comparable multi-family or commercial properties or for normal household or business purposes); or (c) cause or exacerbate any occurrence or condition on the Property that is or may be in violation of Hazardous Materials Law (as defined below). The matters described in (a), (b) and (c) above are referred to collectively below as "Prohibited Activities or Conditions".

Borrower represents and warrants that it has not at any time caused or permitted any Prohibited Activities or Conditions and to the best of its knowledge, except as set forth in any environmental assessment furnished by Borrower to Lender or previously remediated, no Prohibited Activities or Conditions exist or have existed on or under the Property. Borrower shall take all appropriate steps (including but not limited to appropriate lease provisions) to prevent its employees, agents and contractors, and all tenants and other occupants on the Property, from causing, permitting or exacerbating any Prohibited Activities or Conditions.

If Borrower has disclosed that Prohibited Activities or Conditions exist on the Property, Borrower shall comply in a timely manner with, and cause all employees, agents and contractors of Borrower and any other persons present on the Property to so comply with (1) any program of operation and maintenance ("O&M Program") relating to the Property that is acceptable to Lender with respect to one or more Hazardous Materials (which O&M Program may be set forth in an agreement of Borrower (an "O&M Agreement")) and all other obligations set forth in any O&M Agreement, and (2) all Hazardous Materials Laws. Any O&M Program shall be performed by qualified personnel. All costs and expenses of the O&M Program shall be paid by Borrower, including without limitation Lender's fees and costs incurred in connection with the monitoring and review of the O&M Program and Borrower's performance thereunder. If Borrower fails to timely commence or diligently continue and complete the O&M Program and comply with any O&M Agreement, then Lender may, at Lender's option, after applicable notice and cure periods, declare

all of the sums secured by the Mortgage to be immediately due and payable, and Lender may invoke any remedies permitted by this Mortgage.

Borrower represents that Borrower has not received, and has no knowledge of the issuance of, any claim, citation or notice of any pending or threatened suits, proceedings, orders or governmental inquiries or opinions involving the Property that allege the violation of any Hazardous Materials Law ("Government Actions").

Borrower shall promptly notify Lender in writing of: (i) the occurrence of any Prohibited Activity or Condition on the Property; (ii) Borrower's actual knowledge of the presence on or under any adjoining property of any Hazardous Materials which can reasonably be expected to have a material adverse impact on the Property or the value of the Property, discovery of any occurrence or condition on the Property or any adjoining real property that could cause any restriction on the ownership, occupancy, transferability or use of the Property under Hazardous Materials Law; Borrower shall cooperate with any governmental inquiry and shall comply with any governmental or judicial order which arises from any alleged Prohibited Activities or Conditions; (iii) any Governmental Action; and (iv) any claim made or threatened by any third party against Borrower, Lender or the Property relating to loss or injury resulting from any Hazardous Materials. Any such notice by Borrower shall not relieve Borrower of or result in a waiver of any obligation of Borrower.

Borrower shall pay promptly the costs of any environmental audits, studies or investigations (including but not limited to advice of legal counsel) and the removal of any Hazardous Materials from the Property required by Lender as a condition of its consent to any sale or transfer of all or any part of the Property or any transfer occurring upon a foreclosure or a deed in lieu of foreclosure or any interest therein, or required by Lender following a reasonable determination by Lender that there may be Prohibited Activities or Conditions on or under the Property. After reasonable prior notice to Borrower, Borrower authorizes Lender and its employees, agents and contractors to enter onto the Property for the purpose of conducting such environmental studies, audits and investigations. Any such costs and expenses incurred by Lender (including but not limited to fees and expenses of attorneys and consultants, whether incurred in connection with any judicial or administrative process or otherwise) which Borrower fails to pay promptly shall become immediately due and payable and shall become additional indebtedness secured by the Mortgage.

Borrower shall hold harmless, defend and indemnify Lender and its officers, directors, trustees, employees and agents from and against all proceedings (including but not limited to Government Action), claims, damages, penalties, costs and expenses (including without limitation fees and expenses of attorneys and expert witnesses, investigatory fees and cleanup and remediation expenses, whether or not incurred within the context of the judicial process), arising directly or indirectly from (i) any breach of any representation, warranty or obligation of Borrower contained in this paragraph, or (ii) the presence or alleged presence of Hazardous Materials on or under the Property.

The term "Hazardous Materials" for purposes of this paragraph includes petroleum and petroleum products, flammable explosives, radioactive materials (excluding radioactive material in smoke detectors), polychlorinated biphenyls, lead, asbestos in any form that is or could become friable, hazardous waste, toxic or hazardous substances or other related materials whether in the form of a

chemical, element, compound, solution, mixture or otherwise including, but not limited to, those materials defined as “hazardous substances,” “extremely hazardous substances,” “air pollutants,” “toxic pollutants,” “hazardous wastes,” “extremely hazardous waste,” or “restricted hazardous waste” by Hazardous Materials Law or regulated by Hazardous Materials Law in any manner whatsoever.

The term “Hazardous Materials Law” for the purposes of this paragraph means all federal, state and local laws, ordinances and regulations and standards, rules, policies and other binding governmental requirements and any court judgments applicable to Borrower or to the Property relating to industrial hygiene or to environmental or unsafe conditions or to human health including, but not limited to, those relating to the generation, manufacture, storage, handling, transportation, disposal, release, emission or discharge of Hazardous Materials, those in connection with the construction, fuel supply, power generation and transmission, waste disposal or any other operations or processes relating to the Property, and those relating to the atmosphere, soil, surface and ground water, wetlands, stream sediments and vegetation on, under, in or about the Property.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall be in addition to any and all other obligations and liabilities that Borrower may have to Lender under applicable law.

The representations, warranties, covenants, agreements, indemnities and undertakings of Borrower contained in this paragraph shall continue and survive notwithstanding the satisfaction, discharge, release, assignment, termination, subordination or cancellation of the Mortgage or the payment in full or forgiveness (in the sole discretion of the Lender) of the principal of and interest on the Note and all other sums payable under the Loan Documents or the foreclosure of the Mortgage or the tender or delivery of a deed in lieu of foreclosure or the release of any portion of the Property from the lien of the Mortgage, except with respect to any Prohibited Activities or Conditions or violation of any of the Hazardous Materials Laws which first commences and occurs after the satisfaction, discharge, release, assignment, termination or cancellation of the Mortgage following the payment in full or forgiveness (in the sole discretion of the Lender) of the principal of and interest on the Note and all other sums payable under the Loan documents or which first commences or occurs after the actual dispossession from the entire Property of the Borrower and all entities which control, are controlled by, or are under common control with the Borrower (each of the foregoing persons or entities is hereinafter referred to as a “Responsible Party”) following foreclosure of the Mortgage or acquisition of the Property by a deed in lieu of foreclosure or a transfer of the Property with the Lender’s consent. Nothing in the foregoing sentence shall relieve the Borrower from any liability with respect to any Prohibited Activities or Conditions or violation of Hazardous Materials Laws where such Prohibited Activities or Conditions or violation of Hazardous Material Laws commences or occurs, or is present as a result of, any act or omission by any Responsible Party or by any person or entity acting on behalf of a Responsible Party.

28. Waiver of Jury Trial. Borrower (i) covenants and agrees not to elect a trial by jury with respect to any issue arising under any of the Loan Documents triable by a jury and (ii) waives any right to trial by jury to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given, knowingly and voluntarily with the benefit of competent legal counsel by the Borrower and this waiver is intended to encompass individually each instance

and each issue as to which the right to a jury trial would otherwise accrue. Further, Borrower hereby certifies that no representative or agent of the Lender (including but not limited to Lender's counsel) has represented, expressly or otherwise, to Borrower that Lender will not seek to enforce the provisions of this paragraph.

29. HUD Provisions: Notwithstanding anything to the contrary contained herein, and as long as HUD is the insurer or holder of the Capital Advance Program Mortgage Note ("HUD Note"), in connection with the HUD Loan, the following provisions ("HUD Provisions") shall be in full force and effect:

(a) This Mortgage shall at all times be subordinate to the lien of the HUD Multifamily Mortgage, Assignment of Leases and Rents, and Security Agreement, and any other HUD Loan Documents.

(b) No default under this Mortgage may be declared and no foreclosure proceedings, confession of judgement, or other remedies hereunder may be initiated by Mortgagee without HUD approval.

(c) in the event of any conflict between the terms of this Mortgage and the HUD Provisions, the terms of the HUD Provisions shall control.

IN WITNESS WHEREOF, Borrower has executed this Mortgage or has caused the same to be executed by its representatives thereunto duly authorized.

Signed in the presence of two witnesses:

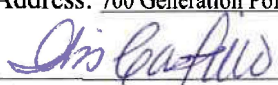
Borrower

**BUEN VECINO APARTMENTS LP, a
Florida limited partnership**

By: Buen Vecino Housing, Inc.,
its General Partner

By: 
Wendy Ford, Chief Executive
Officer


Signature
Print Name: Leslie Ochoa
Address: 700 Generation Point, Kissimmee, FL 34744


Signature
Print Name: Ibis Castillo
Address: 700 Generation Point, Kissimmee, FL 34744

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21 day of February, 2025, by Wendy Ford, as Chief Executive Officer of Buen Vecino Housing, Inc., as General Partner of Buen Vecino Apartments LP, a Florida limited partnership. She X is personally known to me or _____ has produced as identification.


NOTARY PUBLIC
Print Name: Leslie Ochoa
My Commission Expires: 06/12/2028



MORTGAGE EXHIBIT "B"

BEG AT SELY COR LOT 1 BLK 202 OF BVL UNIT 9 6TH ADDN PB 5 PG 179 & WLY R/W OF COMPETITION DR, S 19 DEG E 200.48 FT, S 73 DEG W 84.93 FT, S 17 DEG E 100.01 FT, S 73 DEG W 10 FT, N 17 DEG W 100.01 FT, S 73 DEG W 130.05 FT TO POC, CONC NLY, RAD 829 FT, CENT ANG 5 DEG, WLY ALONG CURVE 73.55 FT TO COMP CURVE, CONC NLY, RAD 829.80 FT, CENT ANG 17 DEG, WLY ALONG CURVE 240.33 FT TO PT OF REV CURVE, CONC SLY, RAD 1, 125.73 FT, CENT ANG 26 DEG WLY ALONG CURVE 510.13 FT, S 84 DEG W 171.57 FT, W 237.20 FT TO ELY R/W OF WHITE BIRCH DR TO NON-TANG CURVE, CONC WLY, RAD 2, 525 FT, CENT ANG 0 DEG (CH BEARING N 1 DEG W) NLY ALONG CURVE 18.78 FT, N 89 DEG E 101.10 FT TO NON-TANG CURVE CONC WLY, RAD 2, 625 FT, CENT ANG 2 DEG (CH BEARING N 3 DEG W) NLY ALONG CURVE 77.20 FT, N 81 DEG E 221.02 FT, N 34 DEG E 163.52 FT, N 81 DEG E 323.56 FT, N 36 DEG E 64.21 FT, S 54 DEG E 250.89 FT, N 59 DEG E 164.88 FT, S 86 DEG E 94.19 FT, N 74 DEG E 196.69 FT TO POB

EXHIBIT “E”

DECLARATION OF RESTRICTIVE COVENANT AND RESTRICTIONS

This **DECLARATION OF RESTRICTIVE COVENANT AND RESTRICTIONS** (the “Restrictive Covenant” is made this 12th day of March, 2025, by **Buen Vecino Apartments LP** with a principal address of 700 Generation Point, Kissimmee, Florida 34744 (hereinafter referred to as “Owner”), in favor of the **City of Kissimmee**, a Florida municipal corporation (hereinafter referred to as “City”).

WHEREAS, City, as a member of the Osceola HOME Consortium, has available HOME funds to construct multifamily rental units for the purpose of providing decent, safe, and affordable housing; and,

WHEREAS, Owner is the fee simple owner of property generally located in the El Buen Vecino Apartments located on White Birch Drive, Kissimmee, Florida 34743 (ID#01-25-29-0000-0033-0000), Kissimmee, Florida; and more particularly described as follows:

See Exhibit “A”

(hereinafter the “Property”); and,

WHEREAS, the Owner has designated three (3) units on the Property as “HOME-assisted” units; and,

WHEREAS, the City and Owner entered into a HOME Program Agreement wherein federal HOME Investment Partnership Program funds have been provided for rehabilitation of the Property and pursuant to federal regulations, 24 CFR §92.252 requires that certain affordability requirements be met for a certain period of time on the HOME-assisted units.

WHEREAS, Owner and City wish to ensure that the HOME-assisted units continue to be maintained as affordable housing for rent to Very Low-Income elderly persons, as applicable, at Affordable rents for a period of not less than twenty (20) years, regardless of any subsequent changes in ownership of the Property.

NOW, THEREFORE, Owner declares that said Property shall be held, transferred, encumbered, used, sold, conveyed, and occupied, subject to the covenants hereinafter set forth expressly and exclusively for the use and benefit of said Property and of each and every person or entity who now or in the future owns any portion or portions of the Property.

1. RESTRICTION OF USE TO AFFORDABLE HOUSING. The three (3) HOME-assisted units shall be considered floating units and must be rented and occupied and are restricted to and occupied by Very Low Income (50% median income or less within the Orlando Metropolitan Statistical Area) persons at Affordable rents (LOW Home rents), all as from time to time defined by HUD, or any successor entity, at such minimum and maximum rental rates determined by HUD and approved by the City of Kissimmee. The Property must at all times meet

the property standards set forth in 24 CFR §92.251 and meet the accessibility requirements contained in 24 CFR Part 8, and all applicable local codes, or such successive regulations which may be adopted by HUD. The HOME Program Agreement executed by and between Osceola Council on Aging, Inc., Buen Vecino Apartments, LLC. and the City of Kissimmee dated March 4, 2025, on file with the City Clerk's Office contains additional requirements and restrictions and is hereby incorporated herein by reference and made a part hereof, including the terms and definitions contained therein. All terms not defined herein shall have the meaning described to said terms in the HOME Program Agreement.

2. BINDING NATURE OF COVENANTS. These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of Project Completion (the "Affordability Period") as that term is defined in 24 CFR Part 92 and the HOME Program Agreement between Osceola Council on Aging, Inc., Buen Vecino Apartments, LLC. and the City and shall become null and void at the end of the Affordability Period. In the event of a foreclosure and sale of the Property or receipt of a deed or an assignment in lieu of foreclosure pursuant to a default under the Superior Loans (as defined in that certain Mortgage by and between the City and the Owner, dated as of the date hereof) related to the Property, this Restrictive Covenant shall be null and void and of no further force and effect, provided, however, that if a "Related Party" to the Owner as defined in the Internal Revenue Code should purchase the Property following a foreclosure or a deed or an assignment in lieu of foreclosure, the Restrictive Covenant and the covenants herein shall be reinstated as of the date of transfer to any such Related Party.

3. ENFORCEMENT OF DECLARATION OF RESTRICTIVE COVENANT. Enforcement of the foregoing restrictive covenant shall be by proceedings at law or in equity against any person or persons violating or attempting to violate such covenant to restrain violation. Such action may be brought by the City of Kissimmee, or by the United States Department of Housing and Urban Development.

4. ATTORNEYS' FEES. Any person who successfully brings an action for enforcement of this Restrictive Covenant shall be entitled to recover attorneys' fees and costs for such action, including any successful appellate proceedings, from the then owner of the affected portion or portions of the Property.

Signed in the presence of two witnesses:

Owner

BUEN VECINO APARTMENTS LP, a
Florida limited partnership

By: Buen Vecino Housing, Inc.,
its General Partner

By: 
Wendy Ford, Chief Executive
Officer


Signature
Print Name: Leslie Ochoa
Address: 700 Generation Point, Kissimmee, FL 34744

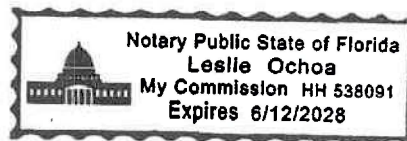

Signature
Print Name: Ibis Castillo
Address: 700 Generation Point, Kissimmee, FL 34744

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me by means of ☒ physical presence or ☐ online
notarization this 21 day of February, 2025, by Wendy Ford, as Chief Executive Officer
of Buen Vecino Housing, Inc., as General Partner of Buen Vecino Apartments LP, a Florida
limited partnership. She X is personally known to me or _____ has produced
as identification.


NOTARY PUBLIC
Print Name: Leslie Ochoa
My Commission Expires: 06/12/2028



Declaration of Restrictive Covenant

DECLARATION OF RESTRICTIVE COVENANT AND RESTRICTIONS

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION

BEG AT SELY COR LOT 1 BLK 202 OF BVL UNIT 9 6TH ADDN PB 5 PG 179 & WLY R/W OF COMPETITION DR, S 19 DEG E 200.48 FT, S 73 DEG W 84.93 FT, S 17 DEG E 100.01 FT, S 73 DEG W 10 FT, N 17 DEG W 100.01 FT, S 73 DEG W 130.05 FT TO POC, CONC NLY, RAD 829 FT, CENT ANG 5 DEG, WLY ALONG CURVE 73.55 FT TO COMP CURVE, CONC NLY, RAD 829.80 FT, CENT ANG 17 DEG, WLY ALONG CURVE 240.33 FT TO PT OF REV CURVE, CONC SLY, RAD 1, 125.73 FT, CENT ANG 26 DEG WLY ALONG CURVE 510.13 FT, S 84 DEG W 171.57 FT, W 237.20 FT TO ELY R/W OF WHITE BIRCH DR TO NON-TANG CURVE, CONC WLY, RAD 2, 525 FT, CENT ANG 0 DEG (CH BEARING N 1 DEG W) NLY ALONG CURVE 18.78 FT, N 89 DEG E 101.10 FT TO NON-TANG CURVE CONC WLY, RAD 2, 625 FT, CENT ANG 2 DEG (CH BEARING N 3 DEG W) NLY ALONG CURVE 77.20 FT, N 81 DEG E 221.02 FT, N 34 DEG E 163.52 FT, N 81 DEG E 323.56 FT, N 36 DEG E 64.21 FT, S 54 DEG E 250.89 FT, N 59 DEG E 164.88 FT, S 86 DEG E 94.19 FT, N 74 DEG E 196.69 FT TO POB

EXHIBIT “F”

BUDGET

TASKS TO BE PERFORMED – New construction of a sixty (60) unit, one bedroom rental development in which all apartments will serve elderly 55 years of age and older at or below 50% AMI. Rents are HUD subsidized and tenants will only pay 30% of their income as rent, inclusive of a set utility allowance.

Project shall follow the following approximate timeline:

Action	Completed by
Closing	March 2025
Start of Construction	June 2025
60% of Completion	January 2027
Completion of Construction	March 2027
Lease-Up	September 2027

USES OF FUNDS:

Proposed Scope of Work

Description of Work	Project Costs	HOME funds allocated	ARP Funds	Other Funds
Site sanitary lines	\$349,141.00	\$225,949.34	\$123,191.66	\$0
Site fire and water	\$443,646.00	\$0	\$150,859.00	\$292,787.00
TOTAL	\$792,787.00	\$225,949.34	\$274,050.66	\$292,787.00

Proposed Anticipated Breakdown of HOME funding:

Funding Year	Amount		Must be disbursed by
HOME 2021-2022	\$ 35,062.00		September 30, 2027
HOME 2022-2023	\$ 115,840.00		September 30, 2027
HOME 2023-2024	\$ 75,047.34		September 30, 2027
TOTAL	\$225,949.34		

EXHIBIT "G"

REQUEST FOR PARTIAL PAYMENT

TO: City of Kissimmee

FROM: Osceola County Council on Aging, Inc.

PROJECT ADDRESS: White Birch Drive, Kissimmee, Florida 34743

AMOUNT FUNDED: \$500,000 **REQUESTED AMOUNT:**

I certify that ____% of the construction work on the above referenced Project has been completed according to the HOME Agreement between the above and the City of Kissimmee.

Said work consists of:

Therefore, I request that the City of Kissimmee pay a partial/full payment in the amount of \$_____.

Authorized Signature

Date

EXHIBIT "H"

CONTRACTOR'S INVOICE, PARTIAL RELEASE OF LIENS, AND WARRANTY

PROPERTY: **Buen Vecino Apartments**

CONTRACTOR: _____

CONTRACT DATED: _____

TOTAL CONTRACT AMOUNT: \$ _____

ADDENDUM DATED: _____

1. As a partial invoice, the undersigned hereby certifies that there is due and payable by the Owner to the Contractor under the above Contract the balance or sum of \$.
2. The undersigned further certifies that all work required under this contract has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment, no unpaid claims of sub-contractors, and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract.
3. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does release the Owner from any and all claims arising under or by virtue of this contract; provided, however, that if for any reason the Owner does not pay in full the amount stated in Paragraph 1 thereof said deduction shall not affect the validity of this release.

This Release is conditioned upon payment of check issued on the account of _____ in the amount of \$ _____; otherwise, this Release of Lien is VOID.

Dated this _____ day of _____, 2025.

Company Name (Signature)

(Print Name/Title)

EXHIBIT "I"

**CONTRACTOR'S FINAL PAYMENT AFFIDAVIT AND WAIVER AND FINAL
RELEASE OF LIEN**

**STATE OF FLORIDA
COUNTY OF**

BEFORE ME, the undersigned authority, personally appeared _____ (hereafter "Affiant") who after being duly sworn deposes and says of his or her personal knowledge the following:

1. Affiant is the _____ of _____ which does business in the (title) (Name of Contractor's Business) State of Florida, hereinafter called the "Contractor."

2. Contractor, pursuant to a contract with _____, (Owner or its authorized agent), hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).

3. This Affidavit is executed by Contractor in accordance with §713.06(3)(d) of the Florida Statutes for the purpose of obtaining a final payment from the Owner in the amount of \$ _____.

4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors:

NAME OF LIENOR	AMOUNT DUE
1.	
2.	
3.	
4.	
5.	

5. In consideration of final payment to the Contractor in the amount of \$ _____, and all other previous payments paid by the Owner to the Contractor, the undersigned hereby for and on behalf of Contractor, waives and releases its lien and right to claim of lien for labor, services, or materials furnished to the Owner.

6. Affiant is fully authorized to execute a full and final release of lien for Contractor.

Signed, sealed, and delivered this _____ day of _____, 20____.

NAME OF CONTRACTOR'S BUSINESS

By:_____
NAME OF AFFIANT, TITLE

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20____, by _____, who is personally known to me or produced _____ as identification and who did take an oath.

NOTARY PUBLIC

Print Name:_____

My Commission Expires:_____

EXHIBIT “J”

TENANT QUALIFICATION PACKET

The Tenant Qualification packet must include the following:

1. City Assistance Application
2. Client Tax Returns, if applicable
3. Income verification
 - Third party verification, if available
 - 6 month of recent paystubs
 - Alternatives sources of income
 - Social Security
 - Social Security Income
 - Unemployment
 - Child Support
 - Alimony
4. Asset verification
 - Bank Statements (for checking accounts – provide most recent 6 months and for savings accounts – provide most current statement)
 - 401k/retirement/investment

ANNUAL INCOME AS DEFINED IN 24 CFR PART 5

The Part 5 definition of annual income is the gross amount of income of all adult household members that is anticipated to be received during the coming 12- month period.

For additional guidance, refer to the “Technical Guide for Determining Income and Allowances for the HOME Program”, Third Edition, January 2005.

EXHIBIT “K”

RESIDENT INCOME CERTIFICATION - RENTAL HOUSING

HOME Program

Property Name **Buen Vecino Apartments**

Tenant Income Certification

1

FLORIDA HOUSING FINANCE CORPORATION TENANT INCOME CERTIFICATION						Enter Full Date (mm/dd/yyyy)	
☐ Initial Certification ☐ Recertification ☐ Other Indicates Type						Effective Date: _____ Move-in Date: _____	
PART I - DEVELOPMENT DATA							
Key Number _____		Development _____			County _____		
Unit ID: _____		BIN # _____		Address _____		City _____	
PART II - HOUSEHOLD COMPOSITION							
HH Mbr #	Last Name	First Name & Middle Initial	Relationship to Head of Household	Date of Birth (mm/dd/yyyy)	Age as of Effective Date	Full Time Student (Y or N)	
1			H - Head				
2							
3							
4							
5							
6							
7							
8							
9							
PART III - GROSS ANNUAL ANTICIPATED HOUSEHOLD INCOME (USE ANNUALIZED AMOUNTS)							
HH Mbr #	(A) Employment or Wages	(B) Social Security/ Pensions	(C) Public Assistance	(D) Other Income	If Other, Indicate Type		
Calculate sum of (A) through (D), above					(E) TOTAL ANTICIPATED INCOME: \$ -		
PART IV - CASH VALUE OF ASSETS AND ANNUALIZED ANTICIPATED HOUSEHOLD INCOME FROM ASSETS							
HH Mbr #	(F) C / I	(G) Checking	(H) Savings	(I) CD	(J) Other	If Other, Indicate Type	(K) Asset Income
(L) TOTAL CASH VALUE: Calculate sum of (G) through (J) above:					\$ -		
(M) Total Anticipated Actual Asset Income:					\$ -		
(N) Enter Item (L) amount if total exceeds \$5,000: \$ - X Passbook Rate 0.40% = (O) Imputed Income: \$ -							
(P) TOTAL INCOME FROM ASSETS: Enter the greater of Item (M) or Item (O)						\$ -	
PART V - (Q) TOTAL HOUSEHOLD INCOME FROM ALL SOURCES - Add (E) + (P)						\$ -	
HOUSEHOLD CERTIFICATION AND SIGNATURES							
The information on the form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated gross annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.							
Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.							
Signature _____		(Date) _____		Signature _____		(Date) _____	
Signature _____		(Date) _____		Signature _____		(Date) _____	

Florida Housing Finance Corporation

Rev. January 2024

Tenant Income Certification

3

PART XI - STATISTICAL DATA

Note: Information in this Part XI is gathered for statistical use only. No resident is required to give such information unless they desire to do so.

Refusal to provide information in this Part will not affect any rights the household has as residents. There is no penalty for households that do not complete the form.

For Office Use: Household elected not to participate.

New Households

Prior Housing Information

(Answer for household head)

Monthly rent payment _____
 Monthly house payment _____
 ZIP Code _____

All Households

Current Employment

(Answer for household head)

Occupation _____
 ZIP Code _____

Primary Transportation Mode

(Answer for household head)

Motor vehicle _____
 Public transportation _____
 Other _____

Additional Household Information

A member of the household:

(Check all that Apply)

Receives Medicare benefits _____
 Receives Medicaid benefits _____
 Is a Person With a Disability * _____

Racial Categories* (Select All That Apply)	Total Number of Household Members Per Category	Total Number of Hispanic or Latino Household Members
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native and White		
Asian and White		
Black or African American and White		
American Indian or Alaska Native and Black or African American		
Asian and Black or African American		
Other multiple race combination		
TOTALS		

* Definitions

Person With a Disability	A person who has a mental or physical impairment that substantially limits one or more of such person's * Major Life Activities; has a record of such impairment; or is regarded as having such an impairment.
Major Life Activities	Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, sitting, standing, lifting, reaching, thinking, concentrating, reading, interacting with others, learning, sleeping and working.
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
Not-Hispanic or Latino	A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
Black or African American	A person having origins in any of the black racial groups of Africa. Terms such as "African" or "Negro" can be used in addition to "Black" or "African American."
Native Hawaiian or Other Pacific Islander	A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
White	A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

This worksheet assists in the calculation of amounts to include on the Resident Income Certification form (RIC), Part D Assets Table. Complete **either** Part I *or* Part II depending on whether you are calculating income using Pre-HOTMA or HOTMA guidance and depending on the nature of the types of assets disclosed by the family.

Applicant:

The Housing Opportunity Through Modernization Act (HOTMA) of 2016 was signed into law on July 29, 2016. Sections 102 and 104 of HOTMA made sweeping changes affecting income determinations and reviews. While the Effective Date of these changes was January 1, 2024, SHIP grantees must be compliant with these new provisions by July 1, 2025.

If you ARE NOT using HOTMA guidance to determine the household’s total net assets and asset income, complete the “Pre-HOTMA Calculation” section (Part I).

If you ARE using HOTMA guidance to determine the household’s total net assets and asset income, complete the “HOTMA CALCULATION” section (Part II).

Amounts calculated using this worksheet should be included on the Resident Income Certification form (RIC), Part D (Assets).,

Part I: PRE-HOTMA CALCULATION			
Refer to HUD Handbook 4350.3, Occupancy Requirements of Subsidized Multifamily Housing Programs, Revised November 2013, for guidance regarding assets and asset income.			
Asset	Cash Value	Income Calculation	Income

Total Value		Total Actual Income [A]	
*Total Value > \$5,000 (Multiply Total Value by .06%)		Total Imputed Income [B]	
Total Asset Income		Enter GREATER of [A] or [B]	
*If the total value is greater than \$5,000, calculate imputed income by multiplying total value by .06%.			

Part II: HOTMA CALCULATION

Refer to the HOTMA Final Rule Implementing Sections 102 and 104 (Notice 88 FR 9600 dated 2.14.2023) and Implementation Guidance included in Notice H 2023-10 / PIH 2023-27 for instructions regarding the calculation of assets and asset income.)

Assets Where Actual Income Can Be Calculated

If non-necessary personal property exceeds \$51,600 ([HUD Income Exclusions](#)), list non-necessary personal property below, and list all real property including **actual income (remember that actual income for an asset can equal \$0, such as a checking account that has no rate of return).**

Asset	Cash Value	Income Calculation	Income
Total Net Value		Total Actual Income [A]	

Assets Where Actual Income Cannot Be Calculated

List assets, including real property, where no income could be calculated, including **imputed income**. **NOTE:** When the total net family assets are less than or equal to the [applicable Imputed Income Limitation](#), (\$51,600 as of January 1, 2025) then only the actual income as disclosed on the Asset Self-Certification is included on the Resident Income Certification (RIC).

Asset	Value

Total Value	
Total [B] Multiply total value of assets by current HUD Passbook Rate* (0.45%)	

Add the actual income from Cell [A] with the imputed income from Cell [B] to get the total asset income for the household:

Total Actual Income [A]	
Total Imputed Income [B]	
Total Income from Assets	

EXHIBIT “L”

CERTIFICATION OF GOVERNMENTAL ASSISTANCE*

PROJECT NAME: **Buen Vecino Apartments**

I, _____, Owner _____ or Owner’s Representative
_____ hereby certify the following:

1. _____ The following governmental assistance has been or is to be provided to the
Project:

_____ (Amount)	_____ (Source)
-------------------	-------------------

_____ (Amount)	_____ (Source)
-------------------	-------------------

_____ (Amount)	_____ (Source)
-------------------	-------------------

OR

2. _____ No governmental assistance has been provided at the time of application
for HOME funding nor is any government assistance anticipated in the future.

I also certify that should other governmental assistance be sought in the future, the City of
Kissimmee will be notified within 15 days of application for other government assistance.

(Signature)

(Date)

*Governmental assistance includes any loan, grant, (including Community Development Block Grant), guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the federal, state or local government for use in, or in connection with, a specific housing project.

EXHIBIT “M”

OSCEOLA HOME CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING PLAN POLICY AND PROCEDURES

I. INTRODUCTION

This Affirmative Fair Housing Marketing Plan (“Marketing Plan”) is developed for use with the HOME Investment Partnership (“HOME”) Program and HOME-funded projects in accordance with the HOME Program regulations, including but not limited to 24 CFR 92.351, of the U.S. Department of Housing and Urban Development (“HUD”) regulations. The HOME Program has established procedures to affirmatively market all projects resulting in five (5) or more HOME-assisted housing units. The Plan is based on the commitment of the Osceola HOME Consortium (“the Consortium”), Consortium members, and the owners of HOME assisted development projects to affirmatively further Fair Housing (“owners”). It states the Consortium’s policy to affirmatively market the distribution of its annual HOME allocation and housing units acquired, constructed or rehabilitated under the HOME Program and describes the procedures to follow.

The Consortium has the responsibility to inform the public about the Federal Fair Housing laws, to solicit eligible persons without regard to race, color, religion, sex, national origin, familial status, or disability into the affordable housing market and to evaluate the effectiveness of these marketing efforts. If the written agreement with the project owner permits the rental housing project to limit tenant eligibility or to have a tenant preference in accordance with §92.253(d)(3), the affirmative marketing procedures and requirements must apply in the context of the limited/preferred tenant eligibility for the project.

Citizens, public agencies, and other interested parties may review information and records relating to the Affirmative Fair Housing Marketing Plan. The Marketing Plan is posted on the Osceola County Human Services Department website and on the City of Kissimmee Development Services Department website.

II. METHODS TO DISSEMINATE AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

The Consortium will use the following methods to inform the public, potential tenants, potential homeowners, potential and existing for-profit Owners, and potential and existing non-profit Owners, and local units of government about Federal Fair Housing laws and Affirmative Fair Housing Marketing Plan and Procedures.

A. The Osceola HOME Consortium members shall be responsible for implementing the Marketing Plan and evaluating its effectiveness as required by the HOME Program.

B. The Consortium shall inform the community about its Affirmative Marketing Plan through periodic updates at public forums, Fair Housing meetings as well as training workshops with its HOME and CHDO grantees or other similar forums.

C. At the time of HOME funding for rental housing development, the Consortium will provide the Owner of the HOME assisted project with copies of fair housing brochures. The Grantee shall provide initial tenants and rental property owners with copies of these brochures.

D. The Consortium will continue to provide general information and telephone reference numbers to persons contacting the Osceola County Human Services Department and/ or the City of Kissimmee Housing and Community Development Division with questions regarding Affirmative Marketing and Federal Fair Housing laws.

III. CONSORTIUM AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS

The Consortium will, at least annually, adhere to the following, or similar, Marketing Plan policies regarding announcement of availability of HOME funds:

A. Post a notice of HOME funding availability on the City's and County's websites.

B. Advertise in the Orlando Sentinel and/or Osceola News Gazette and other neighborhood/local newspapers (if available).

C. Establish and maintain a database of potentially qualified for-profit and non-profit Owners and direct mail invitations to apply for funding.

IV. CONSORTIUM REQUIRED AFFIRMATIVE FAIR HOUSING MARKETING RECORD KEEPING

In order to verify that the Consortium is following Marketing Plan requirements the following record keeping procedures will be required:

A. The Consortium will maintain records of how HOME funding availability was advertised (copies of advertisements, e-mails, etc.).

B. Copies will be maintained of all training materials and meeting agendas where the Consortium's Affirmative Marketing Policy was discussed.

V. AFFIRMATIVE FAIR HOUSING MARKETING REQUIREMENTS FOR OWNERS OF HOME ASSISTED DEVELOPMENT PROJECTS

Each Owner of a HOME assisted development project must adhere to the following Affirmative Fair Housing Marketing Plan policies when HOME assisted housing units become available for rent or purchase:

A. Incorporate an Equal Housing Opportunity statement or logo in any correspondence associated with rental or home ownership opportunities developed with the use of Consortium HOME funds.

B. All marketing of HOME-assisted housing will be jurisdiction-wide and all advertising will be placed in sources of wide circulation. All ads must contain an Equal Housing

Opportunity statement or logo in conformance with HUD's Fair Housing Advertising policies and guidelines.

C. Media sources should include advertisement to a particular audience (e.g., newspaper or radio stations that serve protected classes).

D. All advertisements, brochures, and other written materials should be published in at least English and Spanish, in order to reach non-English speaking audiences and displayed.

E. Contact should be made with organizations whose membership or clientele consists primarily of protected class members.

F. The project owner must display the Equal Opportunity logo and Fair Housing poster (HUD 928.1) in an area accessible to the public (e.g., rental office).

G. The Affirmative Fair Housing Marketing Plan must be made available for public inspection in the on-site project office and/or management office from which these units are administered.

H. The telephone number(s) of the telecommunication devices for the deaf (TDDs or TTY) must appear on all correspondence and outreach materials.

VI. AFFIRMATIVE MARKETING RECORD KEEPING REQUIREMENTS FOR OWNERS OF HOME ASSISTED PROJECTS

In order to verify that Owners of HOME assisted projects are following the Marketing Plan, the Consortium requires the following record keeping procedures will be required:

A. Owner maintains records of how vacancies were advertised (copies of advertisements, etc.).

B. Copies of all brochures, leaflets, and letters to community contacts shall be maintained in an easily accessible file.

C. Owner shall have a written policy that outlines how all applications will be reviewed and processed. Records should show how all completed and filed applications were processed including whether an applicant was accepted or unaccepted and why an applicant was not accepted.

D. Maintenance of information on the race, sex, ethnicity, and whether the applicant is disabled for all applicants, home buyers, and tenants. The Consortium will have the Owner submit this information on at least an annual basis to coincide with the Consortium's submission of its Consolidated Annual Performance and Evaluation Report ("CAPER").

E. To facilitate collection and reporting of the required data, the Grantee shall fill out and maintain form HUD-935.2 *Affirmative Fair Housing Marketing Plan*.

This information will be gathered when an application is taken for either a tenant or a home buyer and information will be maintained during the entire affordability period.

VII. CONSORTIUM ASSESSMENT OF ITS AFFIRMATIVE MARKETING EFFORTS

The following actions will be taken by the Consortium to evaluate the success of its affirmative fair housing marketing efforts and that of its Owners:

A. The Consortium will assess the results of its Affirmative Fair Housing Marketing Plan annually with a summary of “good faith efforts” taken by the Consortium in the CAPER.

B. The Consortium will compare assessment information and evaluate the degree to which statutory and policy objectives were met. If the required steps were taken, the Consortium will determine that good faith efforts have, in fact, been made.

C. To determine results, the Consortium may examine whether specific groups in the Consortium’s service area applied for or became tenants or owners of HOME funded units that were affirmatively marketed. If the Consortium finds that specific groups are represented, particularly Hispanics, African Americans, Asians, American Indians, persons with disabilities, and women, the Consortium will assume that the Marketing Plan procedures were effective. If one or more groups are not represented within the context of existing neighborhood composition, the Consortium will review its procedures to determine what changes, if any, might be made to make the affirmative marketing efforts more effective.

D. The Consortium will take corrective action if it is determined that an Owner of the HOME assisted project has failed to carry out affirmative marketing efforts as required. If an Owner continues to neglect responsibilities made incumbent by the terms of the HOME Agreement, the Consortium will consider taking one or both of the following actions: 1. Declare the Owner disqualified from any further assistance made available under the HOME Program. 2. Notify the Owner of the HOME assisted project that was in violation of the terms of the HOME Agreement and the Consortium may exercise its right to require immediate repayment of the HOME funding.

E. The Consortium will not proceed with corrective action without allowing time and effort by staff to counsel the Owner of the HOME assisted project in accordance with the terms of the HOME Agreement.

EXHIBIT “N”

QUARTERLY/FINAL REPORT

A. Project Information

Agency: Osceola Council on Aging, Inc.

Project Title: Buen Vecino Apartments

Project Start Up Date:

Estimated Project Completion Date:

B. Project Financial Summary

	Amount	Funds Invoiced to Date	Percentage (%)
Other Funding			
HOME Funding			
Total Funding			

Percentage of Project Completed to Date: _____% (Monthly_____ Final _____)

C. Comments (Please answer all questions)

1. Describe specific tasks completed this month.

2. Describe any unforeseen obstacles that have come up this month that will prevent you from carrying out the project as agreed.

EXHIBIT “O”

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant and contracts under grants, and cooperative agreements) and that Owner shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTEST:

Buen Vecino Apartments, LLC.

By: See attached

Date: _____

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ATTEST:

BUEN VECINO APARTMENTS LP, a Florida
limited partnership

By: Buen Vecino Housing, Inc., a Florida not
for profit corporation, its General Partner

By: 

Wendy Ford
Chief Executive Officer

EXHIBIT “P”

General Decision Number: FL20240078 03/29/2024

ITEM 7.I

Sponsorship from Kissimmee Utility Authority for Parks and Recreation Special Events

Request

Accept sponsorship from Kissimmee Utility Authority in the amount of \$25,000 for special events at Lakefront Park.

Explanation

On December 17, 2024, the Parks and Recreation Department submitted an application to the Kissimmee Utility Authority (KUA) to sponsor and support the City's 2025 Festival series. The Festival Series includes events such as the Kissimmee Festival of Lights, Martin Luther King Jr. Unity Festival, Juneteenth, Pridefest, Monumental 4th of July and Fandom. Based on this application, KUA awarded the City a \$25,000 sponsorship.

These funds will allow the Parks and Recreation Department to host and promote high-quality community events that create leisure experiences designed to enhance the quality of life for the City's residents and visitors. As a condition of this award of sponsorship, KUA will be listed as a sponsor on promotional materials and event advertisements. KUA will have the option to host a KUA Kids Zone and other activities during the City's 2025 Festival Series.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150663-505252		Increase		\$25,000.00
00100366-366001		Increase		\$25,000.00

Financial Summary:

The Events and Venues Division will use this sponsorship for upcoming special events at the Lakefront Park through their operating account.

Recommendation

Accept sponsorship from Kissimmee Utility Authority for Special Events in the amount of \$25,000.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

City of Kissimmee

1. 2025 Event Schedule



2025 Festival & Event Series

Dr. Martin Luther King Jr. Unity Festival

Saturday, January 11, 2025

Kissimmee Lakefront Park – Festival Lawn

The Dr. Martin Luther King Jr. Unity Festival is the City of Kissimmee's annual celebration honoring his legacy and the ideals of unity, diversity, and goodwill. Live gospel music, stage performances, and the Unity Garden will highlight the continued influence of Dr. King's message through original works of art.

Taste of Kissimmee

Friday, February 21, 2025

Kissimmee Lakefront Park - Ruby Plaza

New in 2024! The Taste of Kissimmee provides local residents and tourists alike an opportunity to indulge themselves through a wide range of local Kissimmee eateries, business displays, and non-stop entertainment. Taste of Kissimmee focuses on showcasing the diversity of our community through a wide variety of food, drinks, and culture.

Kowtown Festival

Saturday, March 22, 2025

Kissimmee Lakefront Park – Festival Lawn

The City of Kissimmee is turning 142 years old we want to celebrate with you, our community! Kowtown Festival is our annual birthday party filled with live music from your favorite local artists, vendors, and food trucks. Bring your whole family out to enjoy the KUA Kid's Power Zone, birthday cake, and more.

Caribbean Fusion (3rd Party Organization)

April

Kissimmee Lakefront Park – Festival Lawn

This is a highly anticipated Caribbean Festival, produced by the Caribbean and Floridian Association, Inc., that features an abundance of music, art, and Caribbean food. The festival also features an assortment of multicultural entertainment center stage at the Caribbean Fusion Festival at Kissimmee Lakefront Park.

PrideFest Kissimmee

Saturday, May 31, 2025

Kissimmee Civic Center

PrideFest Kissimmee is a celebration grounded in fostering awareness and acknowledging the impactful contributions of our local LGBTQ community. This event is packed with live performances, activities, and vendors.



2025 Festival & Event Series

Juneteenth Festival

Saturday, June 14, 2025

Kissimmee Civic Center

The Kissimmee Juneteenth Festival is a celebration of community and culture that is perfect for the entire family. Juneteenth is the annual commemoration of the end of slavery in the United States and a community celebration of African American culture, including live music, delicious food, KUA Kids Power Zone, and craft vendors.

Monumental Fourth of July

Friday, July 4, 2025

Kissimmee Lakefront Park – Festival, Lighthouse, and Veterans Lawn

The annual Monumental July 4th Celebration features a live concert on the Festival Lawn, KUA Kids Power Zone and activities on the Veterans Lawn, food trucks along Lakeview Drive, and the Monumental Fireworks display over Lake Tohopekaliga to close out the night!

Fandom Kissimmee

Saturday, September 6, 2025

Kissimmee Civic Center

Fandom Kissimmee incorporates and displays various fandoms we have come to know and love. From TV, comics, film, sci-fi, anime and more. The convention will host vendors, voice and onscreen talent, local artists, and authors.

Viva Osceola (3rd Party Organization)

October 2025

Kissimmee Lakefront Park – Veterans Lawn

Osceola County's premier Latin festival featuring entertainment, food, fun, and games for the whole family! Produced by The Osceola Chamber this event showcases local businesses and provides a platform for non-profits to connect with thousands of locals.

Boo! On Broadway

Friday, October 24, 2025

Historic Downtown Kissimmee

Boo! On Broadway is a family-friendly event that is fun for all ages! Boo! brings safe, community trick or treating for all to enjoy along with music, performances, and surprises. Brought to you by Kissimmee Mainstreet. Boo! On Broadway provides a platform for residents to celebrate and engage with local businesses and vendors.



2025 Festival & Event Series

Kissimmee/Orlando Japan Festival (3rd Party Organization)

November 2025

Kissimmee Lakefront Park – Veteran Lawn & Ruby Plaza

This festival showcases a wide variety of Japanese performing arts, attractions, and vendor booths and has grown to be one of the largest Asian cultural events in the area produced by the Japan Association of Orlando. The proceeds from the Festival help support local organizations and individuals in their endeavors to further the excellence of Japanese visual and performing arts, culture, and education.

Festival of Lights

Saturday, December 13, 2025

Historic Downtown Kissimmee and Lakefront Park – Veterans Lawn

City's annual parade and holiday festival celebrating the winter holiday season featuring community, business, and youth group illuminated floats in downtown Kissimmee. Other activities include the Holiday Festival with free crafts, snacks, and a meet and greet with Santa, Mrs. Claus, and their elves.

ITEM 7.J

Approve purchase of compact sweeper utilizing Sourcewell Contract

Request

Approve Participating Entity Addendum, Contract # 20250194, with Jet-Vac Equipment Company LLC through Sourcewell contract #111522MUL for the purchase of a Multihog CV-350 Sweeper in the amount of \$170,000.

Explanation

The Parks and Recreation Department is looking to purchase a Multihog CV-350 Sweeper to replace the current sweeper, a 2013 Johnston Mini Sweeper PR389. The costs of repairs to the current unit have become too high, making the replacement a more economical option. We held a demonstration with the Fleet Department present, and they have given their approval for the new unit as a reasonable replacement. This new unit will be used to clean parking lots at Kissimmee Police Department, City Hall, Communications Center and the Lakefront Park. It also has the capability to navigate parking garages and sidewalks and is suitable for use in all parks. The unit includes a 2000 PSI pressure washer for cleaning benches and signs as it moves through the parks.

This unit will allow staff to work more efficiently and maintain a higher level of care without the need for additional staff. Staff are asking to utilize a Sourcewell Contract #111522-MUL, through their RFP111522 competitive bidding process, approved by the City's Procurement Department.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00150206-506494	PR2512	Decrease	\$180,000	\$170,000

Financial Summary:

Funds for this purchase are available in Capital Project PR2512.

Recommendation

Approve Participating Entity Addendum with Jet-Vac Equipment Company LLC through Sourcewell contract #111522MUL for the purchase of a Multihog CV-350 Sweeper in the amount of \$170,000.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation
Presenter:

City of Kissimmee

Attachment(s):

1. (S) Jet-Vac LLC Participating Entity Addendum

**PARTICIPATING ENTITY ADDENDUM TO JET-VAC EQUIPMENT COMPANY,
LLC (HEREINAFTER “VENDOR”) QUOTE #Q00760 AND SOURCEWELL
CONTRACT # 111522-MUL (HEREINAFTER “PARTICIPATING ENTITY
ADDEDNUM”)**

WITNESSETH

WHEREAS, the City of Kissimmee’s (hereinafter “City”) is in need of one (1) Multihog CV-350 Sweeper (hereinafter “Equipment”); and

WHEREAS, Pursuant to the City’s Purchasing Manual, the City may procure goods and services from bid or proposals through cooperative purchasing agreements with the State of Florida or any of its governmental subdivisions; and

WHEREAS, Pursuant to a competitive bidding and selection process, RFP 111522, Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota of which the City is a “Participating Entity”, awarded the bid to Vendor and subsequently entered into Contract Number 090320-SDI (hereinafter referred to as “Master Agreement” and attached hereto as Exhibit B);

WHEREAS, Section 5 of the Master Agreement states, “Sourcewell’s cooperative contracts are available and open to public and nonprofit entities across the United States;” and

WHEREAS, Section 6(A) of the Master Agreement states, “a Participating Entity must clearly indicate to Vendor that it intends to access this Contract”” and

WHEREAS, Section 6(B) of the Master Agreement states, “Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract;” and

WHEREAS, City, a Participating Entity, intends to access the Master Agreement and its terms, but seeks to add additional terms and conditions via this Participating Entity Addendum to add legal requirements and specific local policy requirements; and

WHEREAS, Vendor and the City (collectively hereinafter the Parties”) have determined that it is economically advantageous and in the best interest of the Parties to enter into this Agreement to provide Equipment as further described in the Quote #Q00760 (hereinafter “Quote” and attached hereto as Exhibit A) and the Master Agreement; and

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

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein.
2. **THE CONTRACT DOCUMENTS.** The contract documents consist of this Participating Entity Addendum, the Master Agreement (Exhibit B), the Quote (Exhibit A), and any subsequent duly

executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are incorporated herein as if set forth in full. In the event of a conflict between the aforementioned documents, any duly executed amendment to this Agreement will control, followed by this Participating Entity Addendum, the Master Agreement, and the Quote, in that order.

Upon execution of this Agreement, all references made to “Participating Entity” in the Master Agreement will be interpreted as pertaining to the “City of Kissimmee,” “City,” and “City of Kissimmee Commissioners,” all references made to “Supplier” or “Multihog Ltd.” in the Master Agreement will be interpreted as pertaining to Vendor and all terms and conditions of the Master Agreement not inconsistent with this Participating Entity Addendum, are deemed as having been implemented for use within the City of Kissimmee. It is understood that wherever the word “Participating Entity” appears, it will be read as “City of Kissimmee,” “City,” and “City of Kissimmee Commissioners” and wherever the word “Supplier” or “Multihog Ltd.” appears, it will be read as “Vendor.”

3. **TERM.** The term of this Agreement shall begin upon execution and continue through February 3, 2027, the date of expiration of the first renewal term of the Master Agreement. This Agreement may be extended if the Master Agreement is extended.
4. **PAYMENT.** Upon review and approval of Vendor’s invoice and verification that the Equipment has been provided in conformity with this Agreement, the City shall pay Contractor in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Contractor shall not apply any late charges, interest or penalties to any invoice or charges for services until forty-five (45) days from the City’s receipt of the invoice.
5. **SCRUTINIZED COMPANIES LIST.** By signing this Agreement, Vendor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or engaged in a boycott of Israel; and, for bids, proposals or contracts for goods or services of one million (\$1,000,000) dollars or more, that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria, per Section 287.135, Florida Statutes. If City determines, using credible information available to the public, that Vendor has submitted false certification, City shall provide Vendor with written notice of its determination. Vendor shall have 90 days following receipt of the notice to respond in writing and to demonstrate that the determination of false certification was made in error. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.
6. **E-VERIFY.** In accordance with Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating

that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such subcontractor affidavit for the duration of the Agreement. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security website: <http://www.dhs.gov/E-Verify>.

Vendor shall, upon request, provide evidence of compliance with this provision to City. Failure to comply with this provision is a material breach of this Agreement, and City may choose to terminate the Agreement at its sole discretion.

7. **ANTITRUST VIOLATOR VENDOR LIST.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new 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 new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.
8. **DISCRIMINATORY VENDOR LIST.** 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.
9. **PUBLIC RECORDS.** Vendor acknowledges City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, Vendor shall keep and maintain public records required by City to perform the service.

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

- a. If City's Custodian of Records requests records from Vendor, Vendor shall provide City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

- b. Vendor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Vendor does not transfer the records to City.
- c. Upon completion of the Agreement, Vendor shall transfer, at no cost, to City all public records in possession of Vendor or keep and maintain public records required by City to perform the service. If Vendor transfers all public records to City upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.
10. **HUMAN TRAFFICKING.** Vendor shall provide City with the affidavit provided in Exhibit C signed by an officer or representative of Vendor attesting, under penalty of perjury, that Vendor does not use coercion for labor or services as defined by section 787.06, Florida Statutes.
11. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by City and Vendor (collectively hereinafter "Parties") 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, each Party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
12. **GOVERNING LAW.** The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. Venue for any cause of action asserted by any party brought in State Court shall be in Osceola County. Venue for any action brought in Federal court shall be in the Middle District of Florida, Orlando Division.
13. **TAXES.** City is exempt from Federal Tax and State Sales and Use Taxes. Upon request, City will provide an exemption certificate to Vendor. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with City, nor shall Vendor be authorized to use City's Tax Exemption Number in securing such materials.
14. **NOTICE.** Whenever any party desires or is required by law to give notice unto another party, notice shall be sent by certified mail or hand delivered to:

City of Kissimmee Parks Director 101 Church Street Kissimmee, Florida 34741	Vendor Meagan Meyers 1350 Sheeler Avenue Building 12, Unit 7 Apopka, Florida 32703
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Either party may change, by written notice as provided herein, the addresses or person for receipt of notices. All notices and other communications given pursuant to this Agreement to be served,

given, or delivered upon either party shall be in writing and shall be sent by registered mail, or return receipt, or by a national overnight receipt delivery service (e.g., Federal Express). Such notices shall be deemed served, given, and delivered on the earlier of the following: (1) the date of actual receipt; (2) the fifth (5th) business day after any registered or certified notice was deposited in a sealed envelope in the U.S. mail, postage prepaid; (3) the next business day after any notice was delivered (on a business day to a receipted overnight delivery service of said notice accepted same).

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed:

CITY:

CITY OF KISSIMMEE,
a Florida municipal corporation

By: _____
Jackie Espinosa
Mayor

Date: _____

ATTEST:

Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

Olga Sanchez de Fuentes, City Attorney

VENDOR:

JET-VAC EQUIPMENT CO.

By: Justin Kohl

Name: JUSTIN KOHL
(As Authorized Agent)

Date: 2-18-25

By: Meagan Meyers

Name: Meagan Meyers
(As Authorized Agent)

Date: 2-18-25

Title of Attached Agreement: Jet-Vac Equipment Company, LLC Quote #Q00760 and Sourcewell Contract # 111522-MUL

EXHIBIT A
QUOTE



Date: 01/24/2025

Quoted To:

City of Kissimmee
Attn: Accounts Payable
100 North Alaska Ave
Kissimmee FL 34741

Location: APOPKA

Quote Number: Q00760

Expiry Date: 02/23/2025

Salesperson: MEAGAN MEYERS
meagan@jet-vac.com

Responsible: BRITTANY WINDHAM
brittany@jet-vac.com

Attention: Michael McClung

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

MULTIHOG CV-350 SWEEPER

195,052.50

To Include the Following:

STANDARD WHITE COLOUR PANELS
STANDARD HIGH BACK AIR SUSPENSION DRIVER SEAT WITH 3-POINT
SEATBELT AND HEAD REST
STANDARD REAR VIEW MIRRORS
STANDARD DIFFERENTIAL REPLACEMENT
RIGHT HAND TRAFFIC HEADLIGHTS
STANDARD WINDSCREEN

ADDITIONAL OPTIONS:

CRUISE CONTROL
IN-CAB, ELECTRONIC GROUND PRESSURE CONTROL FOR FRONT MOUNTED
CV350 HIGH PRESSURE WASHER PUMP LANCE 10M REEL HOPPER
LED FRONT WORK LIGHTS
REVERSING CAMERA MOUNTED ON REAR OF HOPPER
ADDITIONAL CAMERA, FRONT SUCTION HOOD
LED FLASHERS FRONT
LED FLASHERS REAR
RAIN WATER DRAIN (HOSE PIPE CONNECTIONS TO OVERFLOW PORTS)
VACUUM GAUGE MOUNTED IN CABIN
WANDER HOSE ACCESS DOORS
WANDER HOSE (5 METRES) - REQUIRES ACCESS DOORS 697-2297
STANDARD BRUSH ARM ASSEMBLY (PAIR)
FRONT ATTACHMENT HARNESS WITH DEUTSCH CONNECTOR
STANDARD GROSS VEHICLE WEIGHT 3.5 TONNE 3500KG
CV COOPER DISCOVERER MAXX 245/75 R16 WHEELS
INTERMEDIATE MUDGUARDS AND SUPPORT PLATES (SET)

Attachment 1
900MM POLY BRUSH (PRICE EACH)

Additional Charges

EQP SOURCEWELLDISCOUNT	-9,752.63
EQP SHIPPING	7,000.00
JET-VAC DISCOUNT	-22,299.87

Comments

Sourcewell Contract #111522-MUL
Multhihog - Airport Runway Equip.
Maturity Date: 02/03/2027

Selling Price:	170,000.00
Tax:	
Net Selling Price:	170,000.00

Accepted by:

Prepared by:

EXHIBIT B
MASTER AGREEMENT

**Solicitation Number: RFP #111522****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Multihog Ltd., IDA Finnabair Business Park, Dundalk Co., Louth Ireland (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Airport Runway Equipment with Related Supplies and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 3, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcwell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

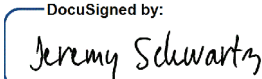
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

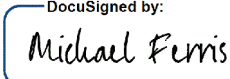
111522-MUL

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Multihog Ltd.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/2/2023 | 1:38 PM CST

DocuSigned by:

By: E42B246299DE43E...
Michael Ferris
Title: Regional Sales Manager
Date: 2/3/2023 | 3:22 PM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/3/2023 | 3:24 PM CST

RFP 111522 - Airport Runway Equipment with Related Supplies and Services

Vendor Details

Company Name: Multihog Ltd
Address: IDA Finnabair Business Park
Dundalk , Co. Louth A91CY92
Contact: Michael Ferris
Email: michael.ferris@multihog.com
Phone: 443-852-1842
Fax: 443-852-1842
HST#:

Submission Details

Created On: Sunday October 23, 2022 13:22:53
Submitted On: Tuesday November 15, 2022 12:42:58
Submitted By: Michael Ferris
Email: michael.ferris@multihog.com
Transaction #: 7b9e1cb2-d82b-4f56-b688-8c527aeec8c6
Submitter's IP Address: 97.118.184.172

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Multihog Ltd	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A No other subsidiaries related to this proposal.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A No other assumed names or DBA names.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Multihog Ltd DUNS: 896896623 Our dealer network primarily process the sale and have Unique Entity Identifier (SAM) to sell to government agencies. See supporting documented for more details	*
5	Proposer Physical Address:	Multihog Ltd IDA Finnabair Business Park Dundalk Co. Louth Ireland	*
6	Proposer website address (or addresses):	https://www.multihog.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Michael Ferris Regional Sales Manager IDA Finnabair Business Park Dundalk Co. Louth Ireland michael.ferris@multihog.com 443 852 1842	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Ferris Regional Sales Manager IDA Finnabair Business Park Dundalk Co. Louth Ireland michael.ferris@multihog.com 443 852 1842	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Multihog was first launched in 2008 as a multipurpose tractor manufacture. Since then, Multihog has grown rapidly and steadily into a major provider of airport equipment across the globe. Multihog offers a wide array of airport solutions from snow removal to rubber removal and everything in between. Our constant innovation and pursuit of quality has allowed us to service the world's busiest airports such as John F Kennedy Airport, Toronto Pearson, Heathrow London, Baltimore, Indianapolis and many more. Please see a full reference list of airport customers attached to this response. Multihog operates from its Global HQ in Dundalk, Ireland where we design and manufacture our wide product range. Multihog's ethos is to produce quality and innovative solutions and because of this Multihog has units in operation all cross the world from the USA to Australia. Our drive and enthusiasm for innovation and quality comes from the very top with our two directors who have more than 60 years' combined experience in the machinery manufacturing industry. Today the Multihog range is utilized as essential airport runway maintenance equipment that is operated by the world's busiest airports, municipalities & contractors, and we trace our success back to one guiding principle: innovate, innovate, innovate. We've built a team of the best and brightest engineers, who strive for improvement every day, so that we can be sure our unique product offering is of the best quality across our different markets. We're very proud of our dedication to innovation, our outstanding R&D department and our drive to create an exceptional product. Our greatest asset to the airport industry is our focus on the challenges they face and creating turnkey solutions to match their needs. Airports run a unique operation that requires the right tool for the right job. Multihog is constantly researching and working with airports all over the world to find areas we can develop new technology that can be utilized for efficiently. We are extremely confident that we are moving forward with the times and will be able to offer products for all the new and upcoming challenges that airports will face.
11	What are your company's expectations in the event of an award?	Our goal is to supply the very best of equipment to the airport industry to help them face the challenges ahead in transportation industry. Airports are under increased pressure to meet demand and having the correct equipment, training and supplies support is crucial at this time. This contract will give airports access to the equipment they need to keep their operations running smoothly. In the event of an award Multihog will immediately implement the various plans and procedures that have been prepared and outlined in this document to ensure the supply of the Sourcewell specific pricing, sales efforts, servicing etc. We are confident that this in-depth plan will allow us to effectively target Sourcewell members and to cater for any need or expectation they have. We will make a concentrated effort to attain a high volume of Sourcewell contract-based sales with members and to supply our products and service in a manner that meets and surpasses requirements. We hope to continue build a mutually beneficial relationship with Sourcewell and maintain a high level of communication and reporting to allow both parties to grow together with the intent of increasing sales and performance over the course of the contract.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Multihog is a world leader in airport equipment and has been growing steadily and confidently to match out projections. Like everyone the COVID 19 global pandemic had an adverse effect on revenue in recent years. The transportation sector has a whole was hit extremely hard as can be seen by our dip in 2020 (FY21, Multihog financial year is February to February). However, as an essential piece of equipment we were able continue operations and grow from FY20 (2019) to FY22(2021). Please see supportive documents for details. Multihog has seen steady growth since launch and in 2017 relocated to a new facility to increase production capability. Multihog opened its new global HQ and in doing so expanded its operation from a 30,000 sqft facility to a 90,000 sqft facility. In addition, at the end of 2017 Multihog also secured €7m in new investment for further expansion giving the company a better foothold for entering new markets product development. With the huge success of our CV 350 sweeper we are currently looking at expanding our facilities footprint even further as we have had to double our production capability for this model year on year to meet demand. To ensure production in these turbulent times we are also increasing or on hand supply of parts which also required additional space. See supporting documents.

13	What is your US market share for the solutions that you are proposing?	The Multihog range is incredibly tailored to airports making us a market leader in this area. Multihog' most popular turnkey solution in the airport runway sector is our Combination Snow Plow and Broom coupled with De-Icing Sprayer or Salt Spreader mounted on our MX or MH models. Currently we are the only provider in this market for this application at this scale. This solution includes Multihog patented technology giving us a further edge in controlling this market. Multihog has successfully penetrated key customers in this market space in both US and Canada for example, JFK, Newark, Dallas Fort Worth, Vancouver, Toronto, and Montreal, Baltimore, Indianapolis. This exposure and success places us in a prime position for growth going into 2023. Due to the niche nature of these products our market share range varies but it often higher than 35%.- 45%	*
14	What is your Canadian market share for the solutions that you are proposing?	Due to the niche nature of these products our market share range varies but it often higher than 35% - 45%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	N/A No our business has never petitioned for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B): Multihog manufactures the range of equipment detailed in this proposal. As a manufacture with extensive experience at our top level we know the process of delivering the very best equipment starts at the factory but must be complimented by a smooth and efficient sales, delivery, and support network. The Multihog platform to supply our equipment comprises of Multihog employees who directly engage in the market along with our third-party distributors who we support on a daily basis to represent our range. Our distributors are comprised of top-rated entities with a huge amount of presence and experience in this market space. We are committed to providing as much support as possible to them and are heavily involved in all Multihog related activity. We maintain a constant dialogue and reporting system with our dealers at all times, our US based Dealer Sales Support and After Sales Support departments are on hand to work with our dealers on a 1:1 basis. Each of our dealers carry demo and stock equipment allowing them to respond rapidly to customer interest which is a huge advantage in this industry. In the current economic climate, we are dedicated to being able to supply equipment in a time frame to meet customer needs. This is of vital importance to keep critical transportation infrastructure maintained and functioning. Multihog puts a heavy focus on ensuring all our distributors are constantly engaging with their customers to introduce and demo our products to further drive sales. Our Dedicated Dealer Sales Support team are on the ground working with our dealers to ensure they have all necessary support they need to reach Multihog' s high quality standards. They play a leading role in sales, market analysis and development. They are Multihog employees who go through rigorous training and act as a clearly defined communication channel and network between Multihog and our dealers. Our dealer sales support team will work with our dealers on a large range of activities which gives our customers the best possible service. Our dealers sales and service members are also fully trained as highlighted further on.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A No suspension of Debarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	PM 10/PM2.5 Testing In 2019, our CV sweeper was awarded a 4 star rating (the highest available) on the sweeper industry PM10/PM2.5 test. This test measures particulate matter and its handling during sweeping and is the gold standard for the sweeper industry because it directly impacts the amount of particulate dust which is expelled from a sweeper into the surrounding environment (which is often urban and densely populated). In order to achieve the 4 star rating, the Multihog sweeper had to collect at least 60% of the dust during the test. It actually collected 96% of dust during the test. European Type Approval All of our machines have European Type Approval, which involves some of the strictest safety testing in the world. AGR (German award) Our CV sweeper has been awarded the AGR seal of approval, awarded by the German medical association campaigning for healthier backs. Awarded only to products whose back-friendly design has been verified by an independent medical testing committee.	*
20	What percentage of your sales are to the governmental sector in the past three years	85% - 90%	*
21	What percentage of your sales are to the education sector in the past three years	5% This is a growing market for Multihog and we believe it will be a big growth area for us over the coming years. Again, this area was hit hard with the COVID 19 pandemic but we are excited for the future in this market space.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	H-GAC GR01-18 Awarded: Feb 2018 Sales Volume: \$520,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
West Lafayette Street and Sanitation	Ben Anderson	765-404-8441	*
Township of Montgomery	Art Villano	908-874-3144	*
Vancouver Airport	Arnie Jassman	604-276-6516	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Laval Municipality	Government	QC - Quebec	Snow Removal, salt spreading, high pressure washing.	18 units with associated attachments. 9 with associated attachments.	\$4,000,000	*
Chicago City	Government	Illinois - IL	Snow removal, sanitation and high pressure washing.	3 units with associated attachments. 6 units with associated attachments.	\$1,850,000	*
Montana State University	Education	Montana - MT	Snow removal, grass cutting, material spreading	5 units total in fleet. All individual. Most recent for unit and associated attachments.	\$220,000	*
Indianapolis airport	Government	Indiana - IN	Sanitation and sweeping.	1 unit with associated attachments.	\$180,000	*
Baltimore Airport	Government	Maryland - MD	Sanitation and snow removal.	1 unit with associated attachments.	\$175,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Multihog combined sales force includes an extensive dealer sales network, direct outside sales and direct inside sales support. All the personal in this team are experienced and fully trained professionals who are focused on supplying quality solutions to Sourcewell customers. Multihog has a team on the ground in the US strategically placed to give direct access to customers and to support our dealer network. Our support structure is split into 3 main areas. Eastern US/Canada, central US/Canada, and western US/Canada each with their own respective territory manager. They work in their areas but also as a team to maximize efficiency. Our inside sales support is focused on developing leads for our dealer network and outside sales staff to promote the Multihog product range. They develop leads by direct reach out, email and social media platforms such as LinkedIn. Multihog has a proven track record in sales with an extensive history of success all over the world. Our dealer network is fully developed with a global team and network that reports to our Director of Sales. One of our most important sales metrics is the amount of repeat business we have with customers who continue to invest in Multihog after their initial purchase. This is a key part of our business model as airports continue to build out their fleet of Multihog machines.	*

27	Dealer network or other distribution methods.	Multihog has an extensive and developed dealer third party dealer network for sales distribution. Please see the large dealer map included (PDF/Print form in support documents. Multihog has coverage across all of North America. Hawaii and Alaska will be dealt with directly through Multihog. Our dealer network is comprised of third-party entities who are top-class equipment suppliers who specialize in selling to government and state agencies such as airports, municipalities, and universities. Our dealer network has a combined sales force of over 120 experienced sales personal who are focused one government agencies and state agencies. Each person in this sales force is fully trained on the Multihog product offering so they can effectively sell to their customers. Our US dealer network is comprised of 14 dealers who sell and service in their respected areas. Our Canadian dealer network comprise of 6 dealers who sell and service in their respected areas. In the award of the contract we will conduct additional and regular Sourcewell training to ensure they are effectively using the contract and promoting it to its full extent. This is extremely important to develop our sales with Sourcewell.	*
28	Service force.	Service is completed by our dealer network who are extremely experienced in this area of support. Our dealer network receives regular training from Multihog to stay up to date to ensure the best service possible. We conduct in person training at dealer locations as well as training schools are our factory. This is a key part of Multihog core values as our equipment is essential for runway maintenance and must be supported fully. Our dealers have in house service and also on-site road service so they can offer top tier support. The service team among are dealer network comprises of approx. 100 dedicated service technicians. Multihog also has a dealer service support team comprised of on the ground service support and also factory direct service support. They work closely with all dealers to ensure they are fully trained, supported on day to day activities, and achieving targets for their markets. They are available to assist with training, troubleshooting and walk-through service when required.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each of our dealers will deal directly with their customer base in terms of purchasing and invoicing. Each dealer will process a Sourcewell members purchase order. Both Sourcewell Members and dealers will ensure that these purchase orders are marked to indicate this purchase order is made under the contract number for the awarded contract. Every dealer will be required to report monthly on their Sourcewell activity including submission of purchase orders. Multihog will then invoice each dealer for the Sourcewell admin fee based on their activity and compile a full quarterly report including the admin fee to be paid to Sourcewell. This allows a single entity, Multihog Ltd, to control the reporting and payment of the admin fee. Our dealer sales support team works directly with our dealer network in North America so will be directly involved with ensuring that purchase order processing and reporting is carried out in accordance to both Multihog and Sourcewell requirements.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	At Multihog we are fully committed to offering after sales service and support to the highest level of excellence. We are heavily focused on keeping our dealer network up to date on service support and emphasize that our end customers should have minimal downtime when it comes to service. Dealer Network – All of our dealer network is fully trained on service and will handle customer service and maintenance with both on the road support and in-house capability. All dealers are capable of 24 hours service and rapid response. All Multihog dealers stock spare parts and Multihog is also capable of shipping spare parts to the US within 24 hours. 24 hour factory call out -When required Multihog will have a factory service member dispatched within 24 hours to assist dealer support and can even offer onsite support on a case by case basis. Training – Training with our dealers happens on a quarterly or bi-annual basis. New personal will undergo a 3-5 day training course undergoing detailed training on all areas such as assembly, hydraulics, electrical, and software training. Factory Support – All dealer support personnel have direct access to Multihog's after sales support team for trouble shooting assistance when needed. At Multihog we pride ourselves on the level of support we offer and our turn around times when resolving customer issues. It is mandatory for dealers to be able to uphold these levels of support that we set here from the factory.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Multihog has a well-established reputation for supplying equipment into the airports, municipalities, and educational institutions. across the United States. We built this reputation on our ability and willingness to supply the very best in equipment that is engineered for the task at hand. We are focused on continuing to build that relationship even farther as we develop even more products that can help these industries function effectively. We view all our customers as partners and work closely with them to continue to improve and develop our range. This along with our with level of experience gives us the ability to provide turkey solutions for the specific maintenance challenges they face. With significant financial, personnel and R&D investment in the United States we are confident that our ability to supply Sourcewell members will continue to increase.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Multihog is just as dedicated to selling into the Canadian market as it is to the US market. We are striving for success in the North American market as a whole.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Multihog will fully serve every any participating entity who would want to purchase through the contract. Multihog is not restricted by regional limitations.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Multihog will fully serve every any participating entity who would want to purchase through the contract. Multihog is not restricted by regional or other contractual obligations. There are no restrictions on entity sectors that we can supply to.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract requirement or restrictions with Multihog for participating entities in Hawaii and Alaska and in US Territories	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Direct: Our direct marketing is done through our USA sales team in conjunction with our USA dealer network. Our sales team is on the road around 90% of the time, travelling from one dealership to the next, carrying out sales training, assisting with demonstrations and cold-calling on prospective customers to generate sales leads. As the Multihog is quite a technical product, we feel that it's necessary to support the dealers very closely, in order to ensure that the customer receives the right Multihog for their needs. The Multihog sales team is consistent in promoting the Sourcewell contract as a purchasing solution, both with the dealers, and on-site directly with customers. We can see the demand for it from our customers, and it's a valuable sales tool for our brand. Online: Multihog dedicates a lot of resources to online marketing, and we believe it is a leader in its field in this respect. Over the past year, we have completed a comprehensive UX redesign of our site to ensure that it not only looks good visually, but is also funnelling web visitors towards completing a contact form or booking a demo (see attached images of pre and post web redesign). The website, www.multihog.com, features the Sourcewell logo in the footer of each page, along with links to our vehicles and the contact form (see attached image), to ensure that prospective buyers know that Sourcewell is an option for them. We also push our dealers to promote the Sourcewell contract with their customers, both at live demonstrations of the Multihog vehicles, and also on their own social media channels. Multihog is also very active on social media, posting twice per week on average, across Facebook, Twitter, LinkedIn and Instagram (see attached images of social media posts). We also have a comprehensive YouTube channel, with more than 1,200 subscribers. Multihog also completed an extensive digital marketing project between 2020-2021. This involved mapping our buyer personas to better market our products to them, the aforementioned UX website re-design, building customised landing pages for Google Ads campaigns, and setting up a comprehensive marketing automation system to nurture leads and contacts which come through our website. All of this work was undertaken to level up our digital presence and to drive more sales online through our website. Trade Events As a manufacturer, Multihog attends a number of exhibitions and conferences each year in the USA, and we also support our dealers with smaller, more regional trade events. Since becoming a Sourcewell partner in 2019, and despite many trade events being cancelled in 2020/2021 due to the pandemic, we have still attended a number of important shows, and have displayed Sourcewell pop-up poster stands and teardrop flags on our machinery and stand at each one. This ensures that any stand visitors (generally municipalities) know that they can use Sourcewell to buy our equipment. We are constantly evaluating our marketing activities and measuring our efforts between physical marketing (trade shows) and digital marketing (online) in order to best reach our target market.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Here are some of the ways we've improved our digital presence (and in turn, marketing efforts) since 2020: Working with a digital marketing agency, we have undertaken a lot of work, including a research project for paid advertising (from which monthly ad campaigns are ongoing), a 'social selling' course for our sales team to more effectively reach buyers online, a UX redesign of our website, setting up a KPI and reporting framework to measure our marketing efforts and the launch of a marketing automation system as a way for our sales and marketing teams to track leads. All of these elements are elevating our marketing efforts in the USA (further (commercially sensitive) details can be obtained upon request. In July 2021, we also hosted a 'Bike Lanes & Trails' webinar, as a way to reach municipal customer during difficult pandemic lockdowns. We worked with our dealers to ensure that the correct buyers were invited and registered for the event, and it was a success. We have ongoing monthly status meetings with our digital marketing agency to evaluate the success of current marketing efforts, and to plan future projects. This ensures that our marketing initiatives are never stale, and always reflective of current digital trends. As mentioned previously, we are consistent users of social media, and use it to promote new vehicle models, attachments, trade events and dealerships to our followers.

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role is to promote the Sourcewell procurement process with participating entities, potential entities who are not yet participating, our dealer network and Multihog itself. The promotion of the contract and development of participating entities is key to the contract's success. This will depend on Sourcewell promotion directly with entities but also training and supporting our sales network to ensure we promote it to its full ability. We would expect Sourcewell to market the awarded contract through email, online, shows, and other available outlets to notify existing and potential members that Multihog is now participating in Sourcewell. Sourcewell is our primary contract for government agencies, so the promotion of its availability is paramount for our sales force.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, due to the technical nature of our equipment we recommend that our customers first have a consultation with our sales force to understand the requirements fully and supply the correct equipment to guarantee customer satisfaction.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Full operational and maintenance training is standard with all Multihog equipment by our dealer network and Multihog support team. This includes an onsite training with operators and maintenance staff to ensure longevity and smooth operation of our equipment. This training includes but is not limited to - Full operation training. - Cleaning and troubleshooting. - Daily checks and maintenance. - Annual service. - Attachment training. On request we can also additionally offer training at our factory. Multihog also utilizes this training to get receive feedback on the how our equipment is used. We listen to the needs of our customers and constantly try to improve and innovate our range. Multihog has huge amount of experience in airport operations which allows us to train and pass on that experience to our customers.	*

41	Describe any technological advances that your proposed products or services offer.	Multihog prides itself on our constant innovation. Our aim is to develop the right tool for the job and not just apply a cookie cutter approach. Multiple aspects to our range are unique to Multihog and were specifically designed for the airport industry. Spring and shock absorber suspension – The Multihog CX and CV range offers spring and shock absorber suspension on all four wheels. This gives an incredibly smooth and stable ride maximizing comfort and safety for the operator. This type of technology is a first in its class with all the competition still adopting rigid axles. Remote software updates - Our engineering team at Multihog has the capability to remotely login and download diagnostics from a machine anywhere in the world once the end customer has a laptop and internet connection. This is a huge advantage from a support perspective as it allows our support team to troubleshoot issues even before there is someone on the ground with the machine. This is available on all models. Tier 4 final engines –All of our engines are Tier 4 final category engines meaning they are among the cleanest diesel engines in the world. In addition our CV unit boasts a Tier 4 Final engine without the need for a DEF or DPF system. Noise level – At Multihog we use the latest in noise dampening technology in our cab manufacturing process to reduce the noise level to as little as 64 dB on our MX range and 69 dB on our CX and MH range. This level of noise reduction in the cab means for the operator it is a very comfortable environment to work in with no need for any external ear protection. Weight transfer control – Each Multihog model can have the optional weight transfer extra which allows the operator, through the innovative user interface, to transfer the weight of the attachment onto the front wheels for added traction and control. This is useful for applications such as snow blowing. Customizable Software and Password Control – Multihog has its own in-house software team. This allows us to provide custom software to customers depending on their needs. Many customers in the past have requested advanced settings and functions which can also be password protected allowing the Multihog to be setup for a certain function by a master operator/controller and then locked to prevent any changes during daily use. Down Pressure – Each Multihog model can have the optional down pressure function. An advance hydraulic circuit allows the user to adjust how much down pressure is applied to the attachment. This is extremely useful when a constant force needs to be applied to the attachment onto the surface it is operating on such as cold planning or runway grooving. R&D – Innovation and development are core elements to Multihog's strategy. At Multihog we employ techniques utilizing advanced software to simulate stresses and forces on our engineering designs. This way we can ensure that our Multihog machines are built extremely robust while remaining agile and maneuverable. Patented Technology – Multihog is the only manufacture to produce the combination plow and spreader as a turn key solution with Salt Spreading and De-Icing capability. This is a major success in the airport industry and is one of our bestselling offerings. The combination plow and broom includes patented technology allowing for auto centering of the broom when angled so the broom always maintains a center line cleaning path. This is one example of patented technology that Multihog owns allowing us to stay ahead of the Market. Advanced CFM – the CV 350 utilizes next generation fan technology to produce over 4,700 CFM in a compact unit. This is an immense amount of suction power that is invaluable to collect heavier debris.	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	ECO-FRIENDLY VEHICLES - Reducing emission levels is a central part of machine development at Multihog. We are continuously improving our designs to take account of newer, cleaner engines which are released, generally opting for those which far exceed regulatory obligations. - All of our machines have long maintenance intervals (100 hours for first service, and 500 hours between each service thereafter). Less maintenance on each machine means that consumption of maintenance consumables is reduced considerably over a vehicle's lifecycle (e.g. oil and fuel filters). - The hydraulics in all of our machines are designed to be load-sensing. This means that they are optimised to provide the required hydraulic flow at the lowest revs possible, and unlike a gear pump system the oil is circulated only when required. This saves unnecessary fuel wastage when driving. - The multi-purpose nature of our machines encourages efficiency in equipment purchasing. One Multihog can carry out various tasks, and often can replace up to 3 other	

		machines, each of which would be in operation only seasonally. This reduces unnecessary machinery production and purchasing, which is beneficial both financially and environmentally (less landfill/scrap metal at end of lifecycle). - As we write our own software, particularly CAN bus, we have been able to reduce the amount of cabling and other unnecessary components running through our machine. This not only reduces component use in the build of the machine, but also reduces the number of components which would be replaced as spare parts over a machine's lifecycle. - Since control of our machines is software-based, they can be remotely updated regularly anywhere in the world, and do not become obsolete in later years. - All of our machines can be operated using bio fuel, a more eco-friendly fuel alternative. (B7 fuel for CV, HVO & B20 fuel for MX and B10 fuel for CX). ECO FRIENDLY PRODUCTION - All of the components we use are high quality and proven to be reliable. We don't use cheap components which need to be replaced regularly. This reduces unnecessary component production. - In 2017, the lighting in our factory was replaced with LED lighting throughout, as it is more eco-friendly. - All of the cardboard, wood (pallets) and waste steel used in our production is recycled. - We are 75% through a plan to replace all air powered tools with more efficient battery powered tools. - We are reviewing a "Going Green" plan for the factory floor, to make our production even more eco-friendly. - All waste oil is re-cycled. - All the steel used for the structure of our vehicles are powder coated to withstand corrosion and extend the product lifecycle. - Our components are salt tested to ensure they withstand corrosion to extend the product lifecycle. ECO FRIENDLY OFFICES - Individual plastic water bottles have been swapped for refillable water cooler stations. - Waste-heavy coffee machines which use individual, unrecyclable pods have been swapped for larger drums of instant coffee. - All waste is segregated into recyclable bins. - All of our hospitality items have been reviewed for their impact on the environment (paper cups have been swapped for ceramic mugs, plastic cutlery has been swapped for stainless steel and polystyrene plates have been replaced with reusable ceramic plates).	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Our dealer Guthrie Heli-Arc is women or Minority Business Entity (WMBE)	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Multihog is dedicated to supplying the correct equipment to get the required application completed safely, efficiently, and effectively. To do this we have the ability and willingness to develop products that are suited and designed to complete the task at hand. One of our unique attributes is our passion to develop products from the feedback of our customers. We see our customers as partners and often develop and test our products with existing customers. This allows us to get the information and feedback we need to supply the turnkey solutions in these specific applications. Our top-level experience is a vital part of this process. Jim McAdam – Managing Director Jim spent a large part of his career as Managing Director of Moffett Ltd, the reverse-drive tractor & forklift manufacturer. A trained engineer, he was pivotal in the development of the very successful Moffett Mounty truck-mounted forklift, which has sold over 50,000 units worldwide. After the successful sale of Moffett Ltd. Jim established Multihog to develop a machine for mowing grass on slopes, & much of the vehicle's incredible evolution since then can be attributed to his knowledge & expertise in innovation Gerry McHugh Like Jim, Gerry also began his career as an engineer with Moffett Ltd., before taking over as Managing Director of Aisle-Master Ltd. There he led the development of the narrow aisle forklift, a machine which can increase warehouse capacity by up to 50% thanks to its ability to work within incredibly tight spaces. Since joining Multihog as technical director in 2010, Gerry has been instrumental in fine-tuning our product range thanks to his passion for quality and keen eye for detail. The vast experience of our top level leadership is an incredible asset to Multihog and has allowed us to develop our range of airport specific technology that any airport could utilize. Multipurpose – The multipurpose nature of our equipment is one of the most defining and unique benefits to our equipment. To be efficient no entity should have equipment not being utilized through out the year. With our various attachments Multihog units are true all season equipped machines. Support – Multihog offers best in class support to customers globally. Our dealer network is fully trained in service and maintenance of the Multihog product line. Sourcewell members can be assured they are purchasing a reliable product that also has a concrete support network behind it. Along with a trained dealer network Multihog is on call 24/7 and available to put factory support on the ground when required. Serviceability – Each Multihog model is intended for round year use where the machines runs through all 4 seasons so needs to be designed to be robust serviceable to reduce any down time. Easy access for maintenance and service is huge part of this to minimize time spent taking apart the tractor to perform simple tasks such as filter changes or oil checks. For example, Multihog has designed the surrounding panels so they hinge open allowing direct access to the engine bay from both sides and the top of the machine. Multihog also offers an option for hydraulic tilting cab to for ease of access to maintenance points on the underside of the cab which is extremely advantageous when there is on only one maintenance member working on the unit. Training – As highlighted above training is offered as standard to Sourcewell members. Carrying Capacity – The Multihog models have a carrying capacity between 4410 lbs to 7716 lbs depending on the model as highlighted in the technical specification for each model. The MX range is capable of the full 7716 lbs carrying capacity with no other multipurpose tractor in its class matching this. This is due to the robust design and premium quality wheel motors used giving a front and rear axle capacities of respectively 7716lbs and 9920 lbs. Are rear mounting attachment capability allows for large containers to be mounted right on the rear bed on all models. This uses a pin and rail quick attach system making it a simple task to remove and install rear mounted attachments and can even be done by a single person.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty covers all products supplied including parts and labor where applicable.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard usage restrictions and reasonable usage limits apply. Please see supporting document for details.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Multihog agrees to pay distributor for 1 no. travelling trip (max 2 hours travel time) to any breakdown/warranty issue. Copied in terms below.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. All areas in in the United States and Canada will be fully serviced for warranty repairs.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes	*
51	What are your proposed exchange and return programs and policies?	Exchange and returns will be covered at our cost for parts under warranty.	*
52	Describe any service contract options for the items included in your proposal.	Multihog dealers have capability on offering service contracts to the customer. For this product line these types of contracts are very customer specific with regards to their needs. Each dealer has flexibility to offer service contracts on a case by case basis and tailoring the level of service and term of service to the customers' requirements. Some service contracts could be full maintenance, some could be parts only or some could be labor only depending on the dealer and customer requirements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30. Payment methods are determined by the dealer as multiple options are available.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes. All dealers are capable of offering flexible finance options and can tailor purchase plans to suit the customers' needs and finance requirements.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our order process is designed to be simple for the ease of use by participating members, our dealers and Sourcewell. 1- Members are quoted equipment by our dealers which includes reference to our Sourcewell Contract. This is verified by our dealers and Multihog. 2- In the event of a purchase a PO is issued to either Multihog or our dealer which states the Sourcewell contract # and the member ID number. This is verified by our dealers and Multihog in either case. 3- If direct Multihog will process the order and add the sale to our quarterly report. If the sale is via a dealer the dealer will issue a PO to Multihog which will contain all details including the member ID of the participating entity. Dealer POs are required to state if the sale is under source contract. 4- Every quarter Multihog compiles all direct and Dealer sales to submit to Sourcewell along with the administration fee.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card and payment process is dealer dependent and on a case by case basis. No additional cost.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Multihog pricing model will be product category discount. List price is included in the supportive documents. Sourcwell participating members receive a 5% discount from this list price with further discount negotiable on case by case basis.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	5% discount from list price in supporting documents as stated above can automatically be applied to Sourcwell members with further discount negotiable on a case-by-case basis	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Further discount rates will be negotiable on a case-by-case basis and can be dependent on factors such as volume of order, previous relations with customer and vendor, potential for new business.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	We have made every effort to include every product that may be required in this proposal to that relates within the scope of the contract. However, with the technical nature of our equipment there can be requested "nonstandard options" that we can facilitate to ensure the best experience to our customers. In this case a quote will be supplied upon request and noted as an "Open Market" item.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Installation, set up and training, and initial inspection are all included at no extra fee. If sourced goods require some specialized fitting/installation, then a special case fee may be charged and would be agreed on at time of purchase.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not an additional cost. Included in list price. This is to facilitate a smooth and efficient purchasing process for Sourcwell members. All pricing given will be to their door turnkey solution with one price.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All shipments can be direct from factory for areas where Multihog deals direct (e.g. Hawaii) or from the closest dealer location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The pricing in this proposal is inclusive of shipping. This is to streamline the purchasing processing for participating members and avoid unexpected additional costs.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We plan to further develop or robust self-auditing system to meet the increasing demand for our products. Pricing – Sourcewell pricing is distributed to all dealers immediately upon contract award. As described our dealer support team is involved from the ground up so all quoting is verified at every stage. Pricing is also verified with each dealer before acceptance of the PO. Sourcewell pricing is accessible via our dealer portal. Reporting – Our dealer network will receive immediate training on our reporting structure. This has been redesigned to accommodate our growing business. Each dealer is required to report all Sourcewell sales monthly. Every quarter this information is compiled and verified. It is then reported to Sourcewell along with the appropriate fee.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Multihog will be measuring a number of metrics to gauge and drive sales through the Sourcewell contract. At Multihog we already look at performance of each dealer and sales person to generate actionable information. These metrics include • Total unit sales per sales person • Total unit sales per dealer • Total revenue sales per sales person • Total revenue sales per dealer • Number of bids won • Number of bids lost With the contract we would add the following metrics • Number of unit sales through Sourcewell Vs non-Sourcewell unit sales • Number of unit sales through Sourcewell Vs non-Sourcewell unit sales per Sales Person • Number of unit sales through Sourcewell Vs non-Sourcewell unit sales per Dealer
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Multihog proposes an admin fee of 2% on unit sale price of each machine or attachment highlighted in this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Multihog is dedicated in developing vehicles of the highest quality that meet and exceed our customers' expectations at every possible point. In our supporting documents we detail our product offering which highlights our innovative approach to servicing the needs of airport customers on a world scale. In short, Multihog offers a range of multipurpose machines ranging from 75HP to 130HP so no matter the application Multihog has the right sized machine for the job. Each of these multipurpose units can run an array of attachments for runway maintenance including snow removal, rubber removal, line removal, salt spreading, de-icing, trash pickup, mowing etc. These attachments can be switched in minutes making the Multihog and invaluable tool for any airport runway maintenance fleet. Our Range of equipment includes our CL, CV, CX, MX Range and MH units. All of which can be utilized for a plethora of different applications. The multipurpose nature of our equipment is huge benefit to our customers who aim to utilize the equipment all year round. Multihog offers a huge amount of attachments for our range which grants our customers the ability to utilize our machines for multiple applications including very specialized and niche operations. As stated we have worked with airports all over the world gathering information and feedback to develop these range of applications. Please see supporting document "Multihog Product Offering" for more details.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	•Runway Rubber Control •Runway Light Cleaning • Runway Verge and Airfield Grass control. • Runway and Airfield Trash Control • Runway Weed Control • Runway Glycol Clean-up • Runway Line and Marking Removal • Runway Surface Cleaning • Runway Taxi Line and Tow Line Snow Maintenance • Runway De-Icing • Runway Salt Spreading •Runway Snow Management

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Plows;	☒ Yes ☐ No	Multihog offers a wide range of plows including angle plows, variable v plows, box plows, extendable plows. combination plow and brooms. The various types and sizes of plows allows for them to be utilized all over the airport and runway.	*
72	Blowers;	☒ Yes ☐ No	Multihog offers a wide array of blowers of various types and widths. Box blowers, open face ribbon blowers, dual auger blowers, truck loading high chute blowers.	
73	Brushes and sweepers;	☒ Yes ☐ No	Multihog offers brushes and sweepers for various applications for runway maintenance including snow management, sanitation, debris collection, FOD collection.	
74	Anti-icing equipment and deicing equipment;	☒ Yes ☐ No	Multihog offers various Anti-icing and de-icing equipment for our range.	
75	Rubber removal equipment;	☒ Yes ☐ No	Multihog offers multiple options for rubber removal including high pressure washers, scrubber decks and mill heads.	
76	Runway closure markers;	☒ Yes ☐ No	Multihog offers equipment to clean and maintain installed runway closure markers such as the high pressure washer and scrubber deck.	
77	Runway traction equipment;	☒ Yes ☐ No	Multihog offers multiple options for runway traction management such as surface treatment via mill heads to install runway grooving.	
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	☒ Yes ☐ No	Multihog works closely with our customers to provide turnkey solutions for the above lines. Th	*
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	☒ Yes ☐ No	Multihog offers parts, supplies, training as standard to all customers. Additional training and consultation on best practices for machine longevity is available.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Multihog Sourcewell Pricing.zip - Tuesday November 15, 2022 09:04:14
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday November 15, 2022 09:05:38
 - [Marketing Plan/Samples](#) - Marketing Samples.pdf - Tuesday November 15, 2022 09:55:38
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Statement - Multihog Limited (2022) (1).pdf - Tuesday November 15, 2022 09:41:53
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Multihog Additional Documents.zip - Tuesday November 15, 2022 12:03:03

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Michael Ferris, Regional Sales Manager, Multihog Ltd

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Airport_Runway_Eqpt_RFP_111522 Tue October 25 2022 01:23 PM	☒	1
Addendum_2_Airport_Runway_Eqpt_RFP_111522 Mon October 24 2022 03:59 PM	☒	1
Addendum_1_Airport_Runway_Eqpt_RFP_111522 Mon October 17 2022 11:06 AM	☒	1

EXHIBIT C
HUMAN TRAFFICKING AFFIDAVIT



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section [787.06](#), Florida Statutes ("F.S."), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

Jet-Vac Equipment Co. does not use coercion for labor or services as defined in Section [787.06, F.S.](#)
Contractor's Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: **Justin Kohl**

Title of Contractor's Authorized Representative: **President**

Signature of Contractor's Authorized Representative:

Date: **2-18-25**

ITEM 7.K

Penfield Street Lands - Final Plat

Request

Approval of the final plat known as Penfield Street Lands.

Explanation

The owner of the property, Zion Residential Property, LLC., is requesting final plat (DRC# SR-22-0013) approval without a guarantee. This 0.50± acre property is located north of Penfield Street and East of Dillingham Avenue and is being split into three lots for development purposes. No public improvements are necessary to support this request as all infrastructure necessary to serve the lots are in place. Therefore no guarantee from the applicant is required.

Recommendation

Approval of the final plat known as Penfield Street Lands.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Final Plat
2. Vicinity Map

PENFIELD STREET LANDS

A REPLAT OF LOT 3, BLOCK 20

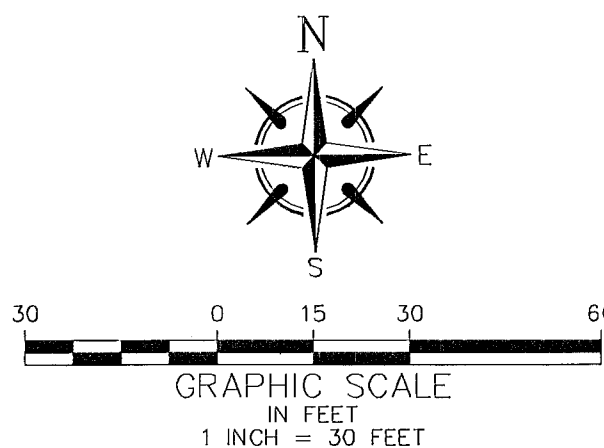
W.A. PATRICK & CO. & U.P. HUGHEY'S ADDITION TO KISSIMMEE CITY FLA

PLAT BOOK A, PAGE 1

SECTION 28, TOWNSHIP 25 SOUTH, RANGE 29 EAST

CITY OF KISSIMMEE

OSCEOLA COUNTY, FLORIDA



SHEET 1 OF 1

PLAT
BOOK

PAGE

DEDICATION

PENFIELD STREET LANDS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates the Easements shown hereon to the perpetual use of the public and said lands and plat for the uses and purposes therein expressed.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed and sealed by the person(s) named below on February 18th, 2025.

ZION RESIDENTIAL PROPERTY GROUP, LLC,
a Florida Limited Liability Company
By: A BETTER RENTAL FL, LLC,
a Florida Limited Liability Company, Authorized Member

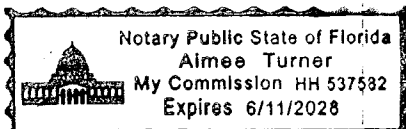
By: [Signature]
Print Name: DANIEL F. GOMEZ CASTANO Title: AUTHORIZED MEMBER

Signed and sealed in the presence of:
Witness: [Signature] [Signature]
Signature: Leslie A. Minshaw Christina R. Turner
Print Name: Print Name

STATE OF FLORIDA COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 18th DAY OF February, 2025, BY DANIEL F. GOMEZ CASTANO, AS AUTHORIZED MEMBER, SUCH PERSON ☐ IS PERSONALLY KNOWN TO ME OR ☒ HAS PRODUCED DRIVERS LICENSE AS IDENTIFICATION.

[Signature]
SIGNATURE OF PERSON TAKING ACKNOWLEDGEMENT
NOTARY PUBLIC



CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 6/6/2022

he completed the survey of the lands as shown in the foregoing plat or plan; and said survey was made under his responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted or subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in Section 28, Township 25 South, Range 29 East, Osceola County, Florida.

Dated 2/12/25 Registration No. 6367
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORITY NO. 6367
JOHNSTON'S SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That on 2/18/25, the Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to the Florida Statutes, Chapter 177.

Dated 2/24/25 Registration No. 6367
JOHNSTON'S SURVEYING, LLC

CERTIFICATE OF APPROVAL BY MUNICIPALITY

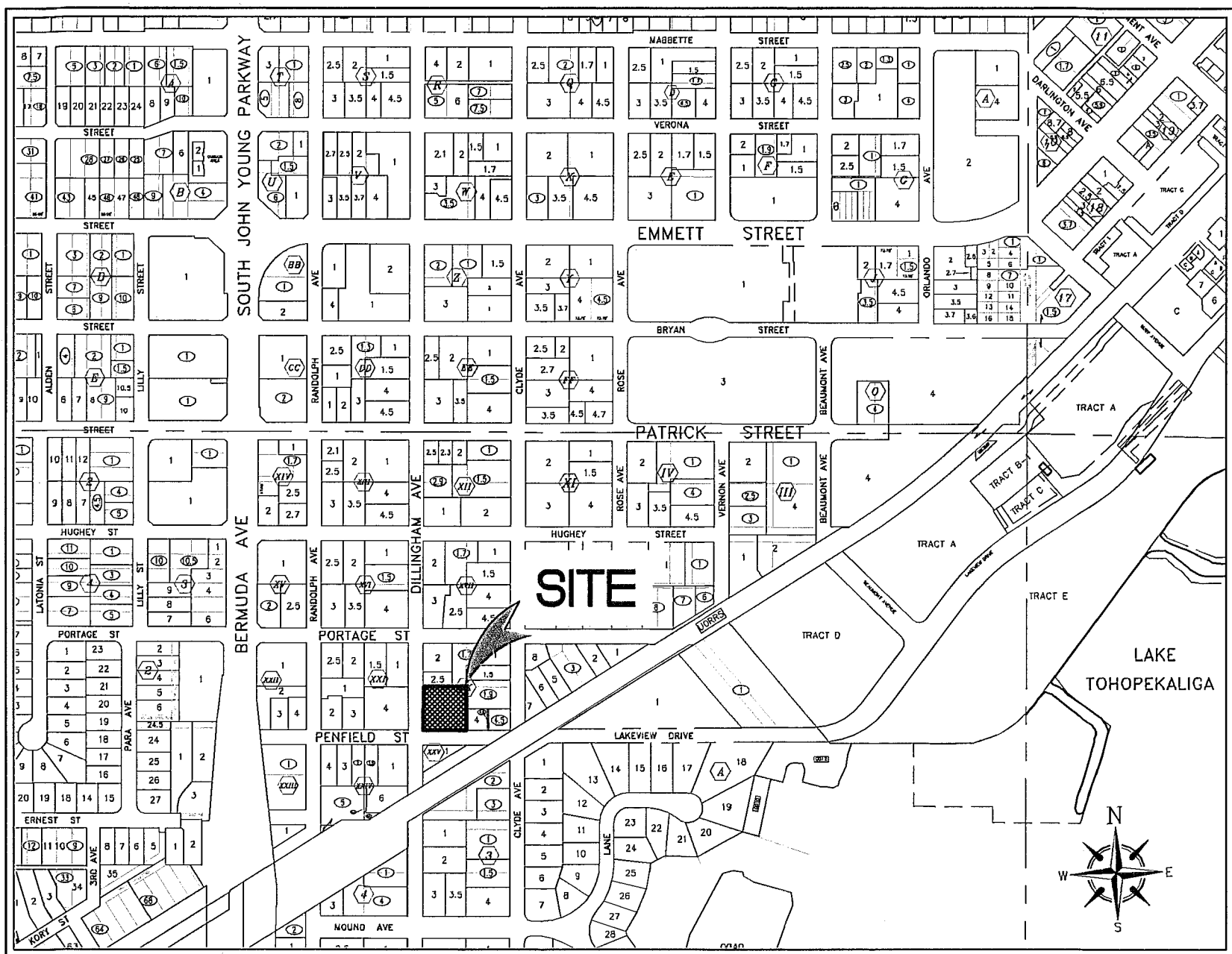
THIS IS TO CERTIFY, That on the approved the foregoing plat.

ATTEST: MAYOR
..... CITY CLERK

CERTIFICATE OF COUNTY CLERK

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

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



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION:

LOT 3, BLOCK 20, W.A. PATRICK & CO. & U.P. HUGHEY'S ADDITION TO KISSIMMEE CITY FLA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 1 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

CONTAINING 21,799 SQUARE FEET OR 0.50 ACRES, MORE OR LESS.

SURVEYORS NOTES

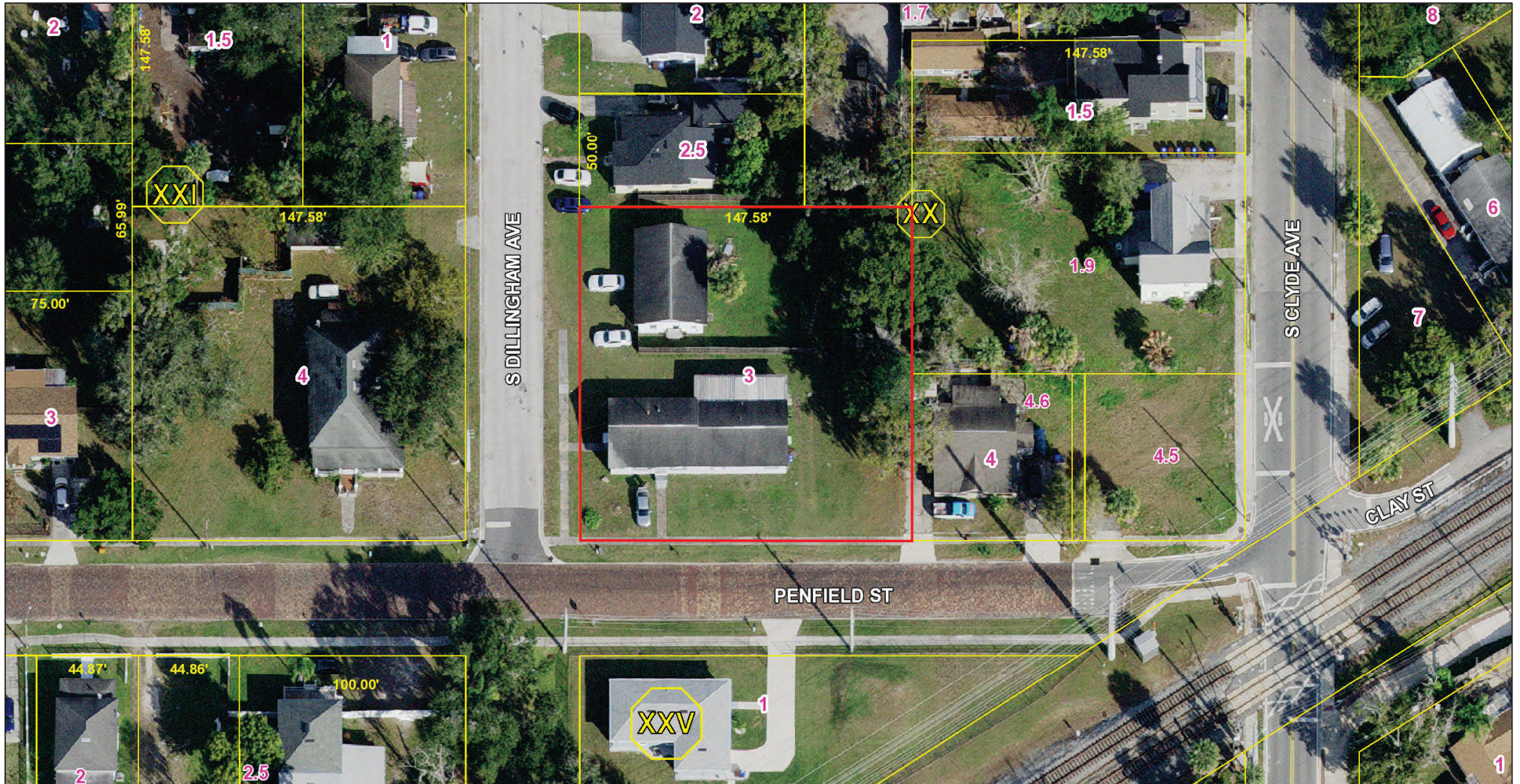
- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2007 ADJUSTMENT) WITH THE NORTH RIGHT OF WAY LINE OF PENFIELD STREET BEING N89°57'15"W.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS TO OTHER PUBLIC UTILITY. IN EVENT A CABLE TELEPHONE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION PER F.S. 177.091(28).
- DRAINAGE AND UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE FOR THE USE AND BENEFIT OF THE TOHOPEKALIGA WATER AUTHORITY (TWA) AND THE KISSIMMEE UTILITY AUTHORITY (KUA).

LEGEND

P.B. PLAT BOOK	DEGREES
P.C. PAGE	MINUTES
SEC. SECTION	SECONDS
TWP. TOWNSHIP	± MORE OR LESS
RNG. RANGE	LB. LICENSED BUSINESS
COR. CORNER	L.S. LICENSED SURVEYOR
AC. ACRES	ID. IDENTIFICATION
P.S.M. PROFESSIONAL SURVEYOR	I.R. IRON ROD
AND MAPPER	I.P. IRON PIPE
R.L.S. REGISTERED LAND SURVEYOR	R/W. RIGHT OF WAY
PCP. PERMANENT CONTROL POINT	O.R.B. OFFICIAL RECORDS BOOK
PRM. PERMANENT REFERENCE MONUMENT	MON. MONUMENT
C. CENTERLINE	CONC. CONCRETE
FND. FOUND	TWA TOHOPEKALIGA WATER AUTHORITY

JOHNSTON'S
SURVEYING, LLC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
(407) 847-2179 • Fax (407) 847-6140 LB 966

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



SR-22-0013 Pennfield Street Lands - Final Plat

Date Generated: 2/10/2025



This map was prepared for the Osceola County Property Appraiser's Office. It is maintained for the function of this office only. It is not intended for conveyance, nor is it a survey.

Katrina S. Scarborough, CFA, CCF, MCF
Osceola County Property Appraiser

ITEM 7.L

Construction Services for the Haven on Vine Project: Renovation of Two ADA Apartments

Request

Approval to award the Construction Services Agreement (Contract #20250195) for the Haven on Vine Project: Renovation of Two ADA Apartments to Miniopolis, LLC in the amount of \$125,130.

Explanation

The Public Works & Engineering Department, in collaboration with the Procurement Division, issued a public bid (IFB2024-007) for the Haven on Vine Project: Renovation of Two ADA Apartments. This facility, primarily funded through Community Development Block Grant (CDBG) funds, will undergo renovations to two 2-bedroom family apartments. The project includes the installation of new plumbing systems, electrical wiring, HVAC systems, flooring, kitchens, bathrooms, water heaters, fixtures, and appliances.

The bid was advertised on October 13, 2024, through the Orlando Sentinel, Demand Star, and Vendor Link. Six (6) contractors submitted bids for the construction of the project. Sealed bids were opened on November 18, 2024, with the following results:

APD Construction LLC \$326,058.03
Anderson Place Construction Orlando, FL \$259,448.07
FSV Construction Company \$210,535.00
CM Engineering Services \$191,132.24
Phoenix Pro MGMT Inc \$187,302.00
Miniopolis LLC \$125,130.00

Based upon the bids received, staff are recommending an award to the low bidder, Miniopolis, LLC.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11125106-506292	CM2408	Decrease	\$181,080	\$125,130

Financial Summary:

Funds for this project are available in the CM2408 Haven on Vine ADA account.

Recommendation

Approval to award the Construction Services Agreement for the Haven on Vine Project: Renovation of Two ADA Apartments to Miniopolis, LLC in the amount of \$125,130.

REQUESTED CITY COMMISSION ACTION:

City of Kissimmee

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) ADA Units Agreement
2. Abstract of Bid IFB2024-007 Haven on Vine Project Renovation of Two ADA Apartments

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM CONTRACT FOR
ADA PUBLIC IMPROVEMENTS
BETWEEN THE CITY OF KISSIMMEE, FLORIDA
AND
MINIOPOLIS, LLC**

THIS CDBG CONTRACT (hereinafter the "Contract") is made and entered into by and between the **City of Kissimmee**, a Florida municipal corporation, with a principal address of 101 Church Street, Kissimmee, FL 34741 (hereinafter referred to as the "**CITY**"), and **MINIOPOLIS, LLC**, a Florida 85-3058968 corporation, with a mailing address of 12734 Kenwood Ln, Unit 23, Fort Myers, FL 33907 (hereinafter referred to as "**CONTRACTOR**").

W I T N E S S E T H:

WHEREAS, the Community Development Block Grant Program ("CDBG") is administered by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, City is an entitlement community that receives CDBG funds awarded under the Housing and Community Development Act of 1974, in furtherance of its goal of promoting community development, improving public facilities, and improving permanent residential structures as further detailed in the Consolidated Plan for Housing and Community Development Programs 2020-2025; and

WHEREAS, City purchased the Motel 8, located at 1815 W. Vine Street with the intent of converting the property into emergency housing and apartment units currently know as the Haven on Vine (the "Haven"); and

WHEREAS, as an initial phase of the redevelopment of the Haven, City published IFB #2024-007 to solicit contractors to reconstruct two (2) ADA-compliant units (the "Project"); and

WHEREAS, pursuant to IFB#2024-007, **CONTRACTOR** provides the services requested by City and was the lowest responsive bidder; and

WHEREAS, City has given prior notice that the Project must comply and carry out all of its activities in accordance with the CDBG Program requirements set forth in 24 CFR 570, subpart K and the Code of Federal Regulations in 2 CFR Part 200.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the sufficiency and receipt whereof being hereby acknowledged, the **CITY** and **CONTRACTOR** agree as follows:

SECTION 1: SCOPE OF SERVICES AND USE OF FUNDS

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein and made a part of this Contract.

2. **Exhibits; Attachments.** The following documents are attached and referred to in this Contract and are by this reference incorporated herein:

<u>Exhibits</u>	<u>Description</u>
"A"	Required Contractor Information
"B"	Additional Project Requirements
"C"	Budget
"D"	Request for Change Orders
"E"	Request for Payment Form
"F"	CDBG Program Requirements
"G"	Reporting Schedule
"H"	Equal Employment Opportunity Clause for contractors and their contractors and Subcontractors
	Standard Solicitation and Bid and Contract Language
"I"	Davis Bacon Act Requirements
"J"	Certification Regarding Lobbying
"K"	Section 3 Economic Opportunity Clause and Report
"L"	Certification Regarding Drug-Free Workplace Requirement
"M"	Federal Funding Accountability and Transparency Act (FFATA) Affidavit

*The forms of the Exhibits are subject to change from time to time in the sole discretion of the **CITY** in order to comply with the requirements of **CITY**'s Housing and Community Development Program and/or the CDBG Program.

3. **National Objectives and Use.** **CITY** certifies that the activities carried out with the funds provided under this Contract will meet the CDBG program national objective of benefiting low- and moderate-income persons as required under 24 CFR §570.200(a)(2), 24 CFR §570.201(c) and 24 CFR §570.208(a)(1).
4. **CDBG funds.** Under the terms and conditions of this Contract, **CITY** has allocated a subaward to **CONTRACTOR** in the amount of __\$125,130.00__. In FY _2025_ CDBG funds to be used in accordance with all requirements imposed by federal statutes, regulations and the terms of this Contract towards the ADA improvement costs of the Project. Pursuant to 2 CFR §200.331, the required Subaward information is attached as **Exhibit "A"**. Any funds remaining unexpended or not disbursed to **CONTRACTOR** by the **CITY** as of the Completion Date (as later defined) of this Contract may be de-obligated from this Contract and made available for other **CITY** projects as determined by the **CITY**.
5. **Statement of Work/Project Description.** As described in this Contract, **CONTRACTOR** will use these CDBG funds towards rehabilitating two identified ADA units within the Haven (the "Project") consistent with the requirements of IFB#2024-07. Additional Project requirements are attached as **Exhibit "B"** and made a part

hereof by this reference. **CONTRACTOR** will provide the **CITY** with all procurement support for **CITY**'s approval prior to entering into any construction sub-contracts.

6. **Goals and Performance Measures; Implementation Schedule.** During the term of this Contract, **CONTRACTOR** agrees to work diligently towards the completion of the Project. HUD requires the **CITY** to timely spend its CDBG funds. Therefore, it is critical that **CONTRACTOR** complies with the time deadlines established in this Contract. Time is of the essence. **CONTRACTOR**'s failure to work diligently toward timely completing the Project and other incidents of non-performance may result in conditions being placed on the grant funds, suspension of grant funds, or the **CITY** ceasing to distribute funds pursuant to this Contract so that the **CITY** may reallocate these funds for other uses or projects.
7. **Expenditure of Funds/Budget.** **CONTRACTOR** shall use the CDBG funds for eligible expenses permitted under the CDBG regulations, as set forth in 24 CFR Part 570 and in accordance with **Exhibit "C"** and made a part hereof by this reference. **CITY** may require a more detailed budget breakdown than the Budget attached hereto, and **CONTRACTOR** shall provide such supplementary budget information in a timely fashion and in the form and content as may be prescribed by the **CITY**. **CITY** and/or **CONTRACTOR** may also require changes in line items, or approve other budgetary changes within the total award amount. Any supplementary budget information or budget changes must be approved in writing by the Housing and Community Development Coordinator. Request for change orders must be submitted for review and approval in the form provided as **Exhibit "D"**. Expenditures shall be directly attributable to the Project. **CONTRACTOR** shall be responsible for any cost overruns over \$125,130. **CONTRACTOR** shall not use any CDBG funds for prohibited activities as set forth in 24 CFR §570.207 and is also prohibited from using these subaward funds or personnel employed in the administration of activities under this Contract for political activities, inherently religious activities, or lobbying. If the Housing and Community Development Coordinator determines that **CONTRACTOR** is not utilizing the CDBG funds in accordance with this Contract, **CITY** may reduce or otherwise alter the funding amount of the Contract. Any of the CDBG funds allocated to **CONTRACTOR** for this Project which are not expended within the term of this Contract shall be retained by the **CITY**. **CONTRACTOR** will not be reimbursed by the **CITY** for any Project costs or expenses not incurred within the terms of this Contract. Reimbursement of eligible expenses shall be made in accordance with performance using the Request for Payment form attached hereto as **Exhibit "E"**.

Notwithstanding anything to the contrary in this Contract, **CITY** also reserves the right to request and approve documentation supporting any requests for reimbursement to verify the reasonableness and validity of such costs and said Budget may be modified by the **CITY** accordingly. **CONTRACTOR** acknowledges and agrees that any funds not used in accordance with this Budget and permitted CDBG regulations must be repaid to the **CITY**.

8. **Performance Monitoring.** CITY will monitor CONTRACTOR's performance as necessary and in accordance with 2 CFR §200.327-.332 to ensure compliance with the terms of this Contract, including the timeframes and performance standards as required herein. Further monitoring requirements are set forth in Section 2 herein. Substandard performance as determined by the CITY will constitute non-compliance with this Contract. If action to cure such substandard performance is not taken by CONTRACTOR within thirty (30) days after written notice of same, CITY may impose additional conditions on CONTRACTOR and its use of CDBG funds pursuant to the terms of this Contract, suspend or terminate this Contract, or initiate other remedies for noncompliance as appropriate under 2 CFR §200.338. CONTRACTOR must return any CDBG funds within 5 days of the CITY's written request when an act of uncured substandard performance or other material breach occurs.
9. **Term.** This Contract shall be in effect for the period commencing March 4, 2025 and terminating on 5/4/2025 ("Completion Date"). Costs may not be incurred after (5/4/2024). Notwithstanding anything herein to the contrary, CONTRACTOR's obligations to the CITY shall not end until all close-out requirements are completed, including, but not limited to, such things as issuing final payments, disposing of program assets, retention of records, and use and maintenance requirements for any real property, if applicable. Also, notwithstanding the foregoing, the term of this Contract and the provisions herein shall be extended to cover any additional time period during which CONTRACTOR remains in control of CDBG funds or other assets, including Program Income or for any HUD audits requiring repayment of any funds unlawfully spent under this Contract.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

1. **Applicable Laws and Regulations.** CONTRACTOR shall comply with the requirements of the Housing and Community Development Act of 1974, as amended, all CDBG Program requirements, 24 CFR Part 570, 2 CFR part 200, and other laws and regulations and regulatory guidance governing the use of these funds, whether set forth herein or not, and any amendments or policy revisions thereto which shall become effective during the term of this Contract. It is CONTRACTOR's responsibility to read, understand, and comply with these laws and regulations. In addition, CONTRACTOR shall abide by any and all other applicable federal, state, or local laws, rules, regulations, executive orders, and HUD guidance, notices, and policies governing the funds provided under this Contract, whether presently existing or hereafter promulgated. CONTRACTOR shall also comply with all other applicable federal, state or local laws, statutes, ordinances, rules and regulations including, but not limited to, all applicable provisions of the Kissimmee City Code.
2. **Uniform Administrative Requirements and Cost Principles.** CONTRACTOR shall comply with the uniform administrative requirements specified in 24 CFR §570.502 and §570.610. CONTRACTOR also agrees to comply with the provisions of the

Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in 2 CFR part 200 and adopted by HUD at 2 CFR part 2400, as modified by 24 CFR §570.502. **CONTRACTOR** also is required to ensure that any and all contractors/subcontractors providing services or otherwise performing pursuant to this Contract shall comply with 2 CFR part 200. Although 2 CFR part 200 addresses many requirements, some areas of regulation include, but are not limited to, standards for financial and program management, property and procurement standards, performance and financial monitoring and reporting, **CONTRACTOR** monitoring and management, record retention and access, remedies for noncompliance, FFATA, and closeout. **CONTRACTOR** is aware and acknowledges that 2 CFR part 200 and 2 CFR part 2400 are recent regulatory changes to the administrative requirements and HUD is in the process of developing guidance on their specific requirements. Although this may change the administrative requirements set forth herein, **CONTRACTOR** will comply with whatever guidance HUD requires. Costs incurred must be in conformance with 2 CFR part 200, subpart E. **CONTRACTOR** also agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, maintain necessary source documentation for all costs incurred, and submit an indirect cost allocation plan in accordance with 2 CFR 200 subpart E, if such plan is required. **CONTRACTOR** also agrees to comply with the Program Requirements set forth in **Exhibit "F"** which is attached hereto and incorporated herein by this reference.

3. **Procurement/Subcontracting/Third Party Contracts.** It is anticipated that the work to be performed under this Contract will be performed by **CONTRACTOR** who is appropriately licensed. **CONTRACTOR** must follow all procurement rules and requirements in accordance with state and local requirements and with 2 CFR §200.318-§200.326, including the procurement of recovered materials (Resource Conservation and Recovery Act) in compliance with 2 CFR § 200.322 regarding the use of specific products made or used with recovered materials. **CONTRACTOR** must maintain oversight to ensure that all contractors, subcontractors or employees perform in accordance with the terms, conditions, and specifications of their contracts and the requirements of this Contract. **CONTRACTOR** also certifies by executing this Contract that it maintains written purchasing procedures in compliance with 2 CFR §200.317-200.326. **CONTRACTOR** must also have written standards of conduct covering conflicts of interest and governing the actions of its employees, officers, or agents engaged in the selection, award and administration of contracts supported by the CDBG grant funds. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, it must maintain written standards of conduct covering organizational conflicts of interest.

CONTRACTOR shall insure that any contracts let in the performance of this Contract shall be awarded on a full and open competition basis in accordance with applicable procurement requirements in 2 CFR § 200. If **CONTRACTOR** procures with quotes or bids, **CONTRACTOR** must secure at least three (3) quotes or sealed bids, as

applicable, from qualified licensed contractors. **CONTRACTOR** shall incorporate in any and all bid documents and contracts with third parties these same procurement requirements and the provisions required in 2 CFR§ 200.326 and described in Appendix II to part 200 – Contract Provisions for non-federal Entity Contracts under Federal Awards. As applicable, these provisions include, but are not limited to provisions for violation or breach of contract terms; termination for cause and termination for convenience provisions; Equal Employment Opportunity requirements; Davis Bacon provisions; the Copeland “Anti-Kickback Act; Contract Work Hours and Safety Standards; Rights to Inventions Made under a contract or Contract; Clean Air Act and Federal Water Pollution Control Act; Debarment and Suspension; the Byrd Anti-Lobbying Amendment; procurement of recovered materials. **CONTRACTOR** shall not enter into any subcontract with any entity, agency or individual in the performance of this Contract without the written consent and approval of the **CITY**, prior to execution of the Contract or other contracts. **CONTRACTOR** agrees to furnish **CITY** with a copy of each third-party contract it enters into a Contract with for the performance of work to be undertaken within the scope of this Contract along with documentation concerning the selection process. If **CONTRACTOR** proceeds with obtaining quotes or bids, the lowest and most responsive bidder or lowest quote shall be recommended by **CONTRACTOR** to the **CITY** as the selected licensed contractor. **CONTRACTOR** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in the monthly report. Upon completion of construction, the licensed **CONTRACTOR** shall file an executed notice of completion or termination and record it in the Osceola County Public Records. Copies of this notice and lien releases shall be filed with the **CITY**. **CITY** shall not be obligated or liable hereunder to any party **CONTRACTOR** enters into contracts with for completion of Project and performance of this Contract.

CONTRACTOR shall keep records demonstrating compliance with these regulations.

4. **Records to be Maintained.** **CONTRACTOR** shall maintain all records required by 2 CFR part 200, 24 CFR §570.506, and 24 CFR §570.502.
5. **Retention of Records.** All records must be accurate, complete and orderly. **CONTRACTOR** shall retain all accounting records, financial records, statistical records, supporting documents, source documentation and all records to support how CDBG funds were expended, and all other documents pertinent to the Project and this Contract in accordance with the retention requirements of 2 CFR §200.333 as modified by 24 CFR §570.502. These documents must be retained for a period of five (5) years from the date of submission of the final expenditure report or for federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or **CITY** in the case of a **CONTRACTOR**. The retention period for individual CDBG activities shall be the longer of five (5) years after the expiration or termination of this Contract under §570.503, or five (5) years after the submission of the City's

Annual Performance and Evaluation Report (CAPER) to HUD in which the activities assisted under the Contract are reported on for the final time. Records for individual activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; and records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the above, **CONTRACTOR** must also comply with 2 CFR §200.333, which generally states that **CONTRACTOR** may need to keep the records for longer if they fall into one of the following exceptions: if any records are the subject of any litigation, claim, or audit that started before the expiration of the five (5) year period, then such records must be kept until such litigation, claims, or audit findings have been resolved, completed, and final action taken; records for activities subject to the reversion of assets provisions at 24 CFR §570.503(b)(7) or change of use provisions at 24 CFR §570.505 must be maintained for as long as those provisions continue to apply to the activity; if **CONTRACTOR** is notified by the **CITY**, HUD, its cognizant agency for audit, its oversight agency for audit, its cognizant agency for indirect costs, or the **CITY** to extend the retention period; records for program income after the period of performance; and indirect cost rate proposals and cost allocation plans. Additionally, **CONTRACTOR** must keep records documenting compliance with the equal access requirements of §5.106 for a period of 5 years.

6. **Documentation of Costs.** All costs shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, orders, or other accounting documents.
7. **Inspection of Records.** At any time during normal business hours and as often as the **CITY**, HUD and/or the Comptroller General of the United States may deem necessary, the **CONTRACTOR** shall make available to the **CITY**, HUD and/or representatives of the Comptroller General for examination all of its records, with respect to all matters covered by this Contract, and will permit the **CITY**, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records including contracts, invoices, materials, payrolls, records of personnel, conditions of employment and any other data relating to matters covered by this Contract.
8. **Reports.** **CONTRACTOR** shall file reports in accordance with the Reporting Schedule attached as **Exhibit "G"**. **CONTRACTOR** shall e-mail the Housing and Community Development Program Coordinator with a monthly status report on the last day of each month as to the progress made on the Project; favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned; or any problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This

disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.

9. Withholding Payments. CITY's obligation to reimburse **CONTRACTOR** is conditioned on **CONTRACTOR**'s full compliance with this Contract. A breach of this Contract is grounds for non-payment by the **CITY**.

10. Closeout. **CONTRACTOR** agrees to follow all of the closeout procedures required in 24 CFR§ 570.502 and 2 CFR §200.343.

SECTION 4: DISCRIMINATION

CONTRACTOR shall comply with all relevant requirements of the following federal laws and regulations dealing with discrimination in federally assisted programs:

A. Non-Discrimination: **CONTRACTOR** shall at all times comply with sections 104(b), 107, and 109 of the Housing and Community Development Act of 1974, as amended, and 42 U.S.C. §5309,et. seq., 24 CFR §570.602 and 24 CFR Part 6. In accordance with Section 109 of the Housing and Community Development Act of 1974, no person in the United States shall on the ground of race, color, natural origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CDBG funds. **CONTRACTOR** shall also comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d, et seq.) (Non-discrimination in Federally-assisted Programs) and implementing regulations in 24 CFR part 1, 24 CFR §570.601 and §570.602. Title VI provides that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. HUD's Title VI regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. For example, **CONTRACTOR** must not based on race, color, or national origin deny any individual any facilities, services, financial aid, or other benefits; provide different housing or services or benefits than those provided others; subject a person to segregation or separate treatment in the receipt of facilities or services; restrict an individual's access to, or enjoyment of, any advantage or privilege enjoyed by others in connection with the facilities, services, financial aid or other benefits; use different admission or eligibility requirements for facilities, services, or other benefits; or select a housing site or location with the purpose or effect of excluding or denying benefits to persons in protected classes.

CONTRACTOR shall also not discriminate on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §6101, et. seq.) and the implementing regulations contained in 24 CFR part 146. The Age Discrimination Act provides that no person in the United States shall on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

CONTRACTOR shall also not discriminate on the basis of handicap as provided in Section 504 of the Rehabilitation Act of 1973, and the implementing regulations contained in 24 CFR Part 8. Section 504 provides that no otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance. HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited. **CONTRACTOR** must also take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public who are handicapped and furnish appropriate auxiliary aids where necessary to afford an individual with handicaps an equal opportunity to participate in, and enjoy the benefits of the CDBG funded activity (examples include qualified sign language, oral interpreters, readers, use of tapes, Braille materials, TTD). If **CONTRACTOR** communicates with applicants and beneficiaries by telephone, telecommunication devices for deaf persons (TDD's) or equally effective communication systems must be used. **CONTRACTOR** shall adopt and implement procedures to ensure that interested persons (including those with impaired visions and hearing) can obtain information concerning the existence and location of accessible services, activities, and facilities. For those who have visual or hearing impairments, methods for ensuring participation include, but are not limited to qualified sign language, oral interpreters, readers, use of typed and Braille materials HUD's regulations list examples and specify types of prohibited discrimination and specific actions that are prohibited.

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

B. Equal Employment Opportunity. **CONTRACTOR** shall comply with 24 CFR §570.607, Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (Equal Employment Opportunity Programs), and Executive Order 13279 (Equal Protection of the Laws for Faith Based Community Organizations) and the implementing regulations in 41 CFR Part 60, and the provisions of the Equal Employment Opportunity Clause attached hereto as **Exhibit "H"**, and made a part hereof by this reference. Executive Order 11246 prohibits discrimination on the basis of race, color, religion, sex, or national origin in any phase of employment during the performance of the federally assisted construction contract in excess of \$10,000. Any contracts or subcontracts entered into by **CONTRACTOR** or its subcontractors shall also require compliance with these regulations and will, in all solicitations or advertisements for employees, state that it is an Equal Opportunity/Affirmative Action employer and attach this clause. **CONTRACTOR** shall keep records and documentation demonstrating compliance with these regulations.

C. Compliance with Davis-Bacon Act. **CONTRACTOR** shall comply with 24 CFR §570.603, and the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. §276(a) to (a-7)), as amended, and as supplemented by Department

of Labor regulation 29 CFR Part 5, if applicable. Guidance on these regulations is attached hereto as **Exhibit “I”** and made a part hereof by this reference. A copy of the current Wage Decision, as amended from time to time, must be attached to any construction contract, subcontract, bid document, or other applicable documents. Any construction contracts and other applicable documents entered into by **CONTRACTOR** shall include a provision for compliance with the Davis-Bacon Act and supporting Department of Labor regulations. **CONTRACTOR** shall include these federal labor standards provisions (HUD-4010 form) and a copy of the current prevailing Davis Bacon wage determination issued by the Department of Labor in each solicitation, construction contract, and other applicable documents and the award of the contract shall be conditioned upon the acceptance of the wage determination and these terms. **CONTRACTOR** shall ensure that a copy of the Wage Decision and a copy of the Department of Labor poster called “Notice to All Employees” (Form WH-1321) shall be posted at the jobsite in a place that is easily accessible to all of the construction workers employed on the Project. **CONTRACTOR** shall also require subcontractors to provide labor and payroll data. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations, including contract provisions and payroll records. Unless labor regulations require more frequent submission, such documentation shall be provided for review by the **CITY** on a weekly basis.

D. Copeland “Anti-Kickback” Act. **CONTRACTOR** shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. §874) as supplemented by the Department of Labor regulations contained in 29 CFR Part 3. Any construction contracts entered into by **CONTRACTOR** over \$100,000 shall include a provision for compliance with these regulations. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the **CITY** for review on a weekly basis.

E. Contract Work Hours and Safety Standards Act. **CONTRACTOR** agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by the Department of Labor regulations contained in 29 CFR Part 5. Any construction contracts entered into by **CONTRACTOR** over \$100,000 shall include a provision for compliance with these regulations. **CONTRACTOR** shall maintain documentation and records which demonstrate compliance with these regulations. Such documentation shall be submitted to the **CITY** for review on a weekly basis.

F. Handicapped Accessibility Requirements. **CONTRACTOR** shall design, construct, and rehabilitate the Project so that it is accessible to and useable by individuals with handicaps, in compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§ 4151-4157), the Uniform Federal Accessibility Standards, as set forth in 24 CFR §570.614, the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12131) and its implementing regulations in 28 CFR Parts 35 and 36, Section 504 of the Rehabilitation Act of 1973 and the implementing regulations in 24 CFR Part 8, and all state and local laws requiring physical and program accessibility to people with disabilities. Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with these regulations.

G. Utilization of Minority/Women's Business Enterprises. **CONTRACTOR** must take all necessary affirmative steps to ensure that minority business/women's business enterprises, and labor surplus area firms are used when possible, including for consideration for participation in all construction, supply or service contracts or in the performance of this Contract. Affirmative steps must include those items required in 2 CFR §200.321 which include: 1) placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) assuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3) dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) establishing delivery schedules where the requirement permits which encourage participation by small and minority businesses, and women's business enterprises; 5) using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6) requiring the **CONTRACTOR**, if subcontracts are to be let, to take the affirmative steps listed in 1-5.

CONTRACTOR shall also comply with Executive Order 11625, as amended by Executive Order 12007 (Minority Business Enterprises); Executive Order 12432 (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (Women's Business Enterprise).

Any contracts entered into by **CONTRACTOR** shall include a provision for compliance with these regulations. **CONTRACTOR** shall keep records demonstrating compliance with this provision. **CONTRACTOR** shall keep records demonstrating compliance with this provision, including data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 012138, the amount of the contract or subcontract, and documentation of the affirmative steps **CONTRACTOR** has taken to assure that minority businesses and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.

H. Political Activities. **CONTRACTOR** shall comply with 24 CFR §570.207(a)(3) regarding political activities. CDBG funds shall not be used for lobbying or political patronage activities. **CONTRACTOR** further agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent be engaged in the conduct of political activities in violation of Chapter 15 of Title V, United States Code (Hatch Act), or 24 CFR §570.207(a)(3).

I. Anti-Lobbying Provision. **CONTRACTOR** shall comply with the requirements set forth in 31 U.S.C. §1352 and implementing regulations at 24 CFR Part 87. **CONTRACTOR** and any subcontractors who apply or bid for an award of \$100,000 or more shall execute and comply with the "Certification Regarding Lobbying" attached hereto as **Exhibit "J"** and made a part hereof by this reference. **CONTRACTOR** shall execute the "Certification Regarding Lobbying" and a copy shall be kept in the files of each of the parties of this Contract.

J. Conflict of Interest. In the procurement of supplies, equipment, construction, and services, **CONTRACTOR** shall comply with the conflict of interest rules in 2 CFR §200.317 and §200.318. **CONTRACTOR** agrees and warrants that it will establish and adopt written standards of conduct governing conflicts of interest and the performance of its officers, employees, or agents engaged in the selection, award and administration of contracts supported by these federal funds. At a minimum these safeguards must ensure that no employee, officer or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated in 2 CFR §200.318, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of **CONTRACTOR** must neither solicit nor accept gratuities, favors, or anything of monetary value from **CONTRACTORS** or parties to subcontracts. These standards of conduct must also provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents. If **CONTRACTOR** has a parent, affiliate, or subsidiary organization, **CONTRACTOR** must also maintain written standards of conduct covering organizational conflicts of interest.

In all cases not governed by 2 CFR §200.317 and §200.318, **CONTRACTOR** shall comply with the conflict of interest provisions contained in 24 CFR §570.611. Such cases include the acquisition and disposition of real property and the provision of assistance by **CONTRACTOR** to individuals, businesses, and other private entities under eligible activities that authorize such assistance (i.e. rehabilitation). Although this summary does not intend to replace 24 CFR §570.611, essentially this rule states that no "person" described in §570.611(c) who exercise or have exercised any functions or responsibilities with respect to activities assisted with CDBG funds, or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a CDBG assisted activity, or have an interest in any contract, subcontract or Contract with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure of for one year thereafter. The "persons" covered in 24 CFR §570.611(c) include employees, agents, consultants, officers, or elected officials or appointed officials of the recipient or of any designated public agencies, or of subcontractors that are receiving

CDBG funds. **CONTRACTOR** shall also keep records supporting requests for waivers of conflicts.

CONTRACTOR will disclose in writing any potential conflicts of interest to the **CITY**. By executing this Contract, **CONTRACTOR** covenants and certifies that none of its employees, officers, or agents described in these regulations have any interest in this Contract or the Project being rehabilitated or any other interest which would conflict in any manner with this Contract or the performance of the this Contract.

K. Section 3 of the Housing and Urban Development Act of 1968/Equal Opportunity. In accordance with 24 CFR §570.607, projects involving construction where federal funding exceeds \$200,000 and any contract or subcontract exceeds \$100,000, the **CONTRACTOR** shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u), and regulations at 24 CFR Part 135.

1. Section 3 requires that, to the greatest extent possible:
 - a. Training and employment opportunities shall be made available to low-income residents of the metropolitan area in which the project is located; and
 - b. Subcontracts shall be awarded to businesses owned by low-income residents or to businesses in which at least 30% of their permanent employees are low-income residents.
2. **CONTRACTOR** and subcontractors shall be required to provide to the **CITY** plans for complying with these provisions and reports on the extent to which they have met them.
3. The **CONTRACTOR** will include this Section 3 clause in every subcontract for work in connection with the project. The **CONTRACTOR** will not subcontract with any subcontractor where it has notice that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided a preliminary statement of ability to comply with the requirements of these regulations.

CONTRACTOR shall provide quarterly reports and keep records demonstrating compliance with these regulations.

L. Drug-Free Workplace. **CONTRACTOR** will provide a drug-free workplace. **CONTRACTOR** shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace, which adopts and supplements the government-wide implementation in 2 CFR part 182. **CONTRACTOR** shall complete and comply with the "Certification Regarding Drug-Free Workplace Requirements" attached hereto as **Exhibit "L"** and made a part hereof by this reference. **CONTRACTOR** shall ensure that the provisions of the clauses in **Exhibit "L"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten

thousand dollars (\$10,000), so that the provisions will be binding upon each subcontractor or vendor. **CONTRACTOR** will complete this certification and a copy shall be kept in the files of each of the parties of this Contract.

M. Equal Access/Prohibition of Inquiries on Sexual Orientation or Gender Identity. As required in 24 CFR §5.105, a determination of eligibility for housing that is assisted by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD and such housing shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status.

No owner or administrator of HUD-assisted or HUD-insured housing, approved lender in an FHA mortgage insurance program, nor any (or any other) recipient or **CONTRACTOR** of HUD funds may inquire about the sexual orientation or gender identity of an applicant for, or occupant of, HUD-assisted housing or housing whose financing is insured by HUD, whether renter- or owner-occupied, for the purpose of determining eligibility for the housing or otherwise making such housing available. This prohibition on inquiries regarding sexual orientation or gender identity does not prohibit any individual from voluntarily self-identifying sexual orientation or gender identity. This prohibition on inquiries does not prohibit lawful inquiries of an applicant or occupant's sex where the housing provided or to be provided to the individual is temporary, emergency shelter that involves the sharing of sleeping areas or bathrooms, or inquiries made for the purpose of determining the number of bedrooms to which a household may be entitled.

N. Resident Aliens. **CONTRACTOR** shall comply with the requirements set forth in 24 CFR §570.613 regarding eligibility restrictions for certain resident aliens.

O. Debarment and Suspension. **CONTRACTOR** shall comply with the debarment and suspension requirements set forth in 2 CFR §200.213 and 2 CFR part 180, which implement Executive Orders 12549 and 12689. **CONTRACTOR** shall also comply with 24 CFR §570.609, which requires compliance with 24 CFR Part 5 and 2 CFR part 2424, which adopts and supplements the government-wide implementation in 2 CFR part 180. These regulations prohibit **CONTRACTOR** from entering into a contract with any person, agency or entity that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs. In the event that **CONTRACTOR** has entered into a contract or subcontract with a debarred or suspended party, no CDBG funds will be provided as reimbursement for the work done by that debarred or suspended **CONTRACTOR** or subcontractor. **CONTRACTOR** shall keep copies of the debarment and suspension certifications required by 2 CFR Part 2424 and a copy of the sheet documenting that the federal debarment list was checked.

P. Domestic Preference for Procurements. **CONTRACTOR** shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) pursuant to 2 CFR §570.609. The requirements of this section must be included

in all subawards including all contracts and purchase orders for work or products under this Contract.

SECTION 5: GENERAL TERMS AND CONDITIONS

1. **Florida Statutes, City Code, and Permits.** **CONTRACTOR** agrees to comply with all laws of the State of Florida and the Kissimmee City Code. In particular, **CONTRACTOR** and any of its employees shall comply with all licensing, registration, and other applicable regulations governing their ability to administer the services and do the work it provides, and all other applicable building and zoning laws and regulations and obtain all necessary permits for intended improvements or activities for the Project.
2. **PUBLIC RECORDS.** **CONTRACTOR** specifically acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, the **CONTRACTOR** shall keep and maintain public records required by the City and to comply with §119.071, F.S., shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services required under this Agreement;
 - b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer, at no cost to the City, all public records in possession of **CONTRACTOR** upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.
 - e. If the **CONTRACTOR** has questions regarding the application of Chapter 119, Florida Statutes, to **CONTRACTOR**'s duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.

3. **E-VERIFY.** In compliance with Section 448.095, Fla. Stat., **CONTRACTOR** and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a) **CONTRACTOR** shall require each of its subcontractors to provide **CONTRACTOR** with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. **CONTRACTOR** shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b) City, **CONTRACTOR**, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c) City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify **CONTRACTOR** and **CONTRACTOR** shall immediately terminate the contract with the subcontractor.

d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. **CONTRACTOR** acknowledges that upon termination of this Agreement by the City for a violation of this section by **CONTRACTOR**, **CONTRACTOR** may not be awarded a public contract for at least one (1) year. **CONTRACTOR** further acknowledges that **CONTRACTOR** is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e) *Subcontracts.* **CONTRACTOR** or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. **CONTRACTOR** shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

4. **Contract between CITY and HUD.** **CONTRACTOR** agrees that it shall be bound by the standard terms and conditions used in the CDBG Contract between t **CITY** and HUD, and such other rules, regulations or requirements as HUD may reasonably impose in addition to the conditions of this Contract or subsequent to the execution of this Contract by the parties hereto.

5. **Registration.** **CONTRACTOR** agrees to maintain a current registration in the Federal System for Award Management ("SAM") database (<http://www.sam.gov>) pursuant to

the Federal Funding Accountability and Transparency Act (FFATA), P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 and the regulations implementing the Act at 2 CFR part 25. If **CONTRACTOR** is not currently registered, it must do so within ten (10) days of the date **CONTRACTOR** executes this Contract. A unique entity identifier is required for registration. **CONTRACTOR** must also comply with FFATA, which includes requirements on executive compensation, and implementing regulations in 2 CFR part 170, which includes requirements on reporting sub award and executive compensation information. **CONTRACTOR** shall complete and sign the Affidavit attached hereto as **Exhibit "M"** in conjunction with its execution of this Contract and provide any supporting documentation, if required.

6. **Mandatory disclosures – Violations of Federal criminal law.** **CONTRACTOR** must disclose to the **CITY** all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in §200.338, includes suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. §3321). By executing this Contract, **CONTRACTOR** warrants and certifies that no such violations of federal criminal law exist that could potentially affect this award.

SECTION 6: DISPUTES, DEFAULT AND TERMINATION

A. Disputes. In the event of dispute arising under this Contract, the **CONTRACTOR** shall notify the **CITY** promptly in writing of their contentions and submit the claim. If the dispute arises before performance of the related work, the written notice shall be submitted prior to commencing such work. In any event, the **CONTRACTOR** shall proceed with such work in compliance with the instructions of the **CITY**; such compliance shall not be a waiver of the **CONTRACTOR**'s rights to make a claim, provided they have notified **CITY** in writing as above stipulated.

B. Defaults and Remedies.

1. **Events of Default.** The following events shall constitute an Event of Default under this Contract:
 - a) failure to comply with any of the rules, regulations or provisions referred to herein or governing CDBG awards, including, but not limited to, 24 CFR part 570, 2 CFR part 200, or such statutes, laws, regulations, executive orders, and HUD guidelines, HUD guidance, policies or directives as may become applicable at any time;
 - b) failure to comply with any of the terms contained in this Contract and such failure continues for a period of thirty (30) days following written notice thereof given by the **CITY**;

- c) failure to fulfill in a timely and proper manner its obligations under this Contract;
- d) ineffective or improper use of funds provided under this Contract;
- e) submission by **CONTRACTOR** at any time of any material representation in any certification, report or communication the **CITY** that is determined by the **CITY** to be false, incomplete, misleading, or incorrect in any material manner;
- f) failure to disclose to the **CITY**, upon demand, the name of all persons with whom **CONTRACTOR** has contracted or intends to contract with for the construction or management of any portion of the Project, including contracts for services and/or labor; or
- g) if any other default occurs under any of the CDBG documents executed by **CONTRACTOR** in connection with this grant by the **CITY** (herein the "CDBG Documents") which is not elsewhere specifically addressed herein.
- h) Notwithstanding any of the forgoing provisions to the contrary, if **CONTRACTOR** has failed to cure any default within (5) days prior to the expiration of any applicable cure period, the **CITY** may, at its sole option, cure such default, provided, however, that the **CITY** shall be under no duty or obligation to do so.

2. Remedies for Non-compliance. If **CONTRACTOR** commits an Event of Default or fails in any way to comply with Federal or state statutes, local laws or regulations, or the terms and conditions of this Contract, **CITY** may impose additional conditions as described in 2 CFR §200.207. If **CITY** determines that noncompliance cannot be remedied by imposing additional conditions, **CITY** may take one or more of the following actions, including but not limited to:

- a) Temporarily withhold cash payment pending correction of the deficiency or more severe enforcement action by the **CITY**;
- b) Disallow both use of funds and any applicable matching credit for all or part of the cost of the activity or action not in compliance;
- c) Wholly or partly suspend or terminate the award;
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and applicable regulations or recommend such proceedings be initiated by HUD;

- e) Withhold further federal awards for the project or program; or
- f) Take other remedies that may be legally available including, but not limited to litigation, declaratory judgment, specific performance, damages, injunctions, enforcement of the Declaration of Restrictive Covenant, termination of the Contract, or any other available remedies.

3. Remedies/Suspension and Termination. **CONTRACTOR** and **CITY** will comply with the noncompliance and termination provisions in 2 CFR part 200, subpart D. In addition to the remedies for non-compliance in 2 CFR §200.338, in accordance with 2 CFR §200.338 and .339, **CITY** may suspend or terminate this Contract in whole or in part if **CONTRACTOR** fails to comply with any terms and conditions of this Contract or upon the occurrence of any Event of Default or any other breach of this Contract. **CITY** can withhold all funding and disbursements, demand repayment for amounts disbursed, terminate all payments, and/or exercise all rights and remedies available to it under the terms of this Contract, the CDBG forms, under statutory law, equity or under common law. If **CITY** terminates this Contract, **CONTRACTOR** shall also forfeit to the **CITY** all unexpended monies awarded under the Contract. **CONTRACTOR** may also be required to refund all CDBG funds awarded by the **CITY** for any improper expenditures made by **CONTRACTOR** or its subcontractors and such refund shall be made no later than thirty (30) days after requested by the **CITY**.

In accordance with 2 CFR §200.339, **CITY** can terminate the Contract with the consent of **CONTRACTOR** in which case **CONTRACTOR** and **CITY** must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

In accordance with 2 CFR §200.339(a)(4), the Contract may also be terminated by **CONTRACTOR** or **CITY** with written notification setting forth the reason for such termination, the effective date and in the case of partial termination, the portion to be terminated. However, if the **CITY** determines in the case of partial termination that the reduced or modified portion of the award will not accomplish the purposes for which the award was made, the **CITY** may terminate the award in its entirety.

If this award is terminated or partially terminated, **CONTRACTOR** remains responsible for compliance with the closeout requirements in 2 CFR §200.343 and post-closeout requirements set forth in 2 CFR §200.344.

All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the **CITY** may have available to it.

4. **No Waiver.** Failure of the **CITY** to declare a default shall not constitute a waiver of any rights by the **CITY**. Furthermore, the waiver of any default by the **CITY** shall in no event be construed as a waiver of rights with respect to any other default, past or present.

SECTION 7: INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. **Independent Contractor.** Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, principal/agent or joint venture partner between **CITY** and **CONTRACTOR**. **CONTRACTOR** agrees and acknowledges that it shall be responsible for and shall pay any and all applicable compensation, insurance and taxes, including but not limited to federal income taxes and Social Security on the salary of and positions funded in whole or in part with CDBG funds.
2. **Insurance Coverage.** **CONTRACTOR**, at its sole expense, shall maintain in force at all times during performance under this Contract all appropriate policies of insurance hereinafter described and as required by 2 CFR part 200. All insurance policies shall be issued by a company or companies authorized to transact insurance business in the State of Florida. Each policy shall provide that the coverage shall be primary for losses arising out of **CONTRACTOR**'s performance of the Contract. **CITY**, its officers and employees, shall be named as additional insured on all policies of liability insurance. The **CITY** and/or its insurers shall not be required to contribute to any such loss. Proof of insurance shall be provided to **CITY** prior to execution of this Contract. Required coverage includes:
 - 2.1.1. *Commercial General Liability Insurance.* Commercial General Liability insurance with combined single limits of not less than One Million Dollars (\$1,000,000.00) for bodily injury and property damage per person/per occurrence.
 - 2.1.2. *Automobile Liability Insurance.* Automobile Liability insurance shall be in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limits for bodily injury and property damage per accident.
 - 2.1.3. *Worker's Compensation Insurance.* Worker's Compensation insurance in an amount and with sufficient coverage as required by Florida law.
 - 2.1.4. *Insurance Certificates.* **CONTRACTOR** shall provide **CITY** with Certificates of Insurance on all policies of insurance and renewals thereof in a form acceptable to City. **CONTRACTOR** shall notify **CITY** in writing at least thirty (30) days prior to the effective date of any reduction, cancellation or substantial change to any of its insurance policies.

3. **Indemnification.** **CONTRACTOR** shall defend, indemnify and hold harmless the **CITY** from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorney's fees, whether or not suit is filed and if suit is filed, attorney fees and costs at all trial and appellate levels, of any kind and nature arising or growing out of or in any way connected with **CONTRACTOR**'s performance or non-performance of this Contract or because of or due to the existence of the Contract itself.
- 4.

SECTION 8: MISCELLANEOUS PROVISIONS

1. **Assignment.** **CONTRACTOR** shall not assign or transfer any interest in this Contract without the prior written consent of the **CITY**.
2. **No Grant of Vested Rights.** This Contract shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to property owned by **CONTRACTOR** or anyone it assists.
3. **Severability.** This Contract shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition, provision contained in this Contract is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained and all other parts shall nevertheless be in full force and effect.
4. **Entire Contract/Modification.** This Contract, together with all of the Exhibits, constitutes the entire Contract between the parties hereto with respect to the subject matter hereof. Any representations or statements heretofore made with respect to such subject matter, whether written or verbal, are merged herein. This Contract may only be modified in writing, signed by both of the parties hereto.
5. **Notices.** Whenever by the terms of this Contract, notice is to be given to either party, such notice shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, postage prepaid to:

Robert Masiku
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

Brian Sodre, Owner
Miniopolis, LLC
12734 Kenwood Ln, Unit 23

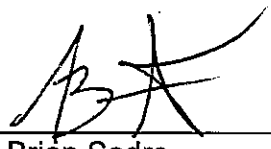
Fort Myers, FL 33907

7. **Compliance with all Laws.** Notwithstanding anything herein to the contrary, the Project shall be operated consistent with all applicable federal, state and local laws and regulations.

(SIGNATURES ON THE NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals as set forth below.

XXXXXXXX

By: 
Signature Brian Sodre,

Title: Owner

State of Florida
County of Osceola

The foregoing instrument was acknowledged before me this 18th day of February, 2025, by means of ☒ physical presence or ☐ online notarization, by Brian Sodre as Owner for Miniopolis, a Florida for-profit corporation, who is personally known to me or has produced identification.

Notary Seal:



Notary: Muzardo
Print Name: Melissa L. Perez
My Commission Expires: December 28, 2025

CITY OF KISSIMMEE

By: _____
Jackie Espinosa, Mayor

Attest: _____
CITY Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

EXHIBIT "A"
REQUIRED CONTRACTOR INFORMATION

1. Contractor name (which must match the name associated with its unique entity identifier): _____
2. Contractor's unique entity identifier : _____
3. Federal Award Identification Number (FAIN): _____
4. Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency: _____
5. Subaward Period of Performance Start Date and End Date: XXXXXX to _____
6. Amount of Federal Funds Obligated by this action by the pass-through entity to the CONTRACTOR: \$XXXXXX
7. Total Amount of Federal Funds obligated to CONTRACTOR by the pass-through entity including the current obligation: \$
8. Total Amount of the Federal Award committed to the CONTRACTOR by the pass-through entity: \$XXXXXX
9. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): For ADA modification/rehabilitation of two units.
10. Name of Federal awarding agency, pass-through entity, and contact information for awarding Official of the Pass-through entity: U.S. Department of Housing and Urban Development; City of Kissimmee; Frances De Jesus; 101 Church Street, Kissimmee, FL 34741; 407-518-2156.
11. CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at the time of disbursement: 14.218, Community Development Block Grants/Entitlement Grants
12. Identification of whether the award is R&D: N/A
13. Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs): N/A

EXHIBIT “B”

Additional Project Requirements

TBD

EXHIBIT "D"

CHANGE ORDER # _____

CONTRACTOR NAME	
------------------------	--

The Contract for Work entered into on _____, 2024 by and between the above Contractor and the City, is hereby amended to include the following changes, additions and/or deletions to the work:

ITEM	DESCRIPTION OF WORK TO BE CHANGED	AMOUNT
1.		
2.		
3.		
	TOTAL CHANGE ORDER AMOUNT	

This Change Order hereby becomes an integral part of the Contract. The Contract amount is hereby amended by \$_____ for a new total of \$_____.

The work completion deadline is _____.

The deadline is: ☐ **extended to** _____.

☐ **not extended**

Contractor Signature Date

The scope of work proposed on this Change order is approved; payment shall NOT be responsibility under this Contract.

HCD Program Coordinator Date

The scope of work proposed on this Change order is approved; payment shall be responsibility under this Contract.

HCD Program Coordinator Date

EXHIBIT "E" **REQUEST FOR PAYMENT**

Contractor:	
Billing Address:	
City/State/Zip:	
Program/Project Name:	
Invoice #	Month/Year:
Preparer's Name:	Phone:

Approved CDBG Budget	\$
CDBG Disbursements To Date	\$
Available CDBG Balance	\$

This Request:

Budget Line Item:	AMOUNT BEING REQUESTED FOR CDBG REIMBURSEMENT:
Total Request:	

Description of reimbursement activity(ies) including time period activities were executed.

By signing this report, I certify to the best of my knowledge and belief that the request for payment is true, complete, and accurate, and the expenditures are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Print – Name of Executive Director or Board President

Date

Signature - Executive Director or Board President Signature

Date

SECTION BELOW TO BE COMPLETED BY CITY OF KISSIMMEE

I certify that all grant requirements for this payment have been met and request reimbursement.

Housing and Community Development Coordinator Signature

Date

APPROVAL INFORMATION

EXHIBIT “F”

CDBG Program Requirements

CONTRACTOR, in addition to the terms set forth in the Contract, shall operate the Project and its financial activities in accordance with 2 CFR part 200, subpart D and subpart E, which includes but is not limited to, the following:

In accordance with 2 CFR §200.302 and .303, **CONTRACTOR**'s financial management system must provide for the following: identification of awards, financial reporting, accounting records (source docs), internal control, budget control, written cash management procedures, and written allowability procedures. A brief summary of what is required is as follows:

- a. Identification- As described in 2 CFR §200.302, identification, in its accounts, of all federal awards received and expended and the federal programs under which they were received. Federal program and federal award identification must include, as applicable, the CFDA title and number, federal (HUD) award identification number, fiscal year of award, name of the federal agency (i.e. HUD as the awarding agency), and name of the pass-through entity. All CDBG funds received by the **CONTRACTOR** from the City under the CDBG program shall be kept in accounts separate and apart from all other funds and accounts of **CONTRACTOR**.
- b. Financial reporting – As described in 2 CFR §200.302, accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with §200.327 and §200.328.
- c. Internal controls – As described in 2 CFR §200.302, **CONTRACTOR** shall establish and maintain effective control over, and accountability for, all funds, property, and other assets. **CONTRACTOR** must adequately safeguard all assets and assure that they are used solely for authorized purposes. As described in 2 CFR §200.303, **CONTRACTOR** must establish and maintain effective internal control over the U.S. Department of Housing and Urban Development (HUD) – Community Development Block Grant (CDBG) funds and assets that provides reasonable assurance that **CONTRACTOR** is managing the federal award in compliance with the federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in “Standards for Internal

Control in the Federal Government” issued by the Comptroller General of the United States (known as the “Green Book”) or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). **CONTRACTOR** must also take reasonable measures to safeguard protected personally identifiable information and other information HUD or the City designates as sensitive or is sensitive under applicable federal, state, or local laws regarding privacy and obligations of confidentiality. Records must also be protected from fire or other perils, and if stored in a location other than the project site, shall be readily accessible to the City’s Housing and Community Development Division staff, the Inspector General, and HUD officials and others who may be authorized to examine such records. **CONTRACTOR** must also have an organization chart that sets forth the actual lines of responsibility for HUD awards. Also, duties and responsibilities must be segregated, so that no one individual has complete authority over a financial transaction.

- d. Accounting records - **CONTRACTOR**’s accounting records must adequately identify the source and application of funds for the CDBG funded activity. These records must be supported by source documentation and contain information pertaining to federal awards, authorizations, obligations, unobligated balances, assets and liabilities, expenditures, program income and interest. **CONTRACTOR** shall establish and maintain separate accounting records for the activities of this Project with sufficient documentation to identify the associated expenditures.

Accounting systems and related records of **CONTRACTOR** shall comprise the following at a minimum:

1. Voucher system – All supporting documentation, such as purchase orders, invoices, receiving reports, requisitions.
2. Books of Original Entry – a Chart of accounts (list of names and numbering system for the individual accounts), Cash receipts journal, cash disbursements journal, general ledger, payroll journal.
3. Personnel Records – A separate personnel file shall be maintained for each CDBG project employee paid with CDBG funds. As a minimum, the file shall contain a resume of the employee, a description of duties assigned, and a record of the date employed, rate of pay at time of employment, subsequent pay adjustments, and documentation supporting leave taken by the employee.
4. Personnel Activity Reports – “Personnel Activity Reports” shall be maintained for all personnel paid with CDBG funds that are

involved in operating a CDBG funded program. All personnel activity reports must be signed by the employee and the employee's supervisor. This applies to part-time as well as full-time personnel. In addition to the accounting for daily attendance, the type of leave taken (annual, sick or other), shall be disclosed. For any position that is fully or partially paid for by CDBG funding, the total of all work time for that position, allocated to or paid for by all funding sources, shall not exceed one-hundred percent (100%) of its total available work time for the pay period or its total annual salaries.

5. Payroll Records – Formal payroll records supporting cash disbursements to employees shall be maintained. All personnel activity reports must be signed by the employee and the employee's supervisor. Such records shall disclose each employee's name, job, title, social security number, date hired, rate of pay, and all required deductions for tax purposes. Timely payments must be made of FICA taxes, including the required employer matching costs, and of income tax withheld from employees. All charges for payroll purposes shall be in accordance with the Budget submitted to the City's Housing and Community Development Department. In addition, salaries and wages of employees chargeable with more than one (1) grant program and/or other funding sources will be supported by appropriate time distribution records. Actual time distribution records shall be available for review by the Housing and Community Development Department at monitoring visits.

6. Checking Accounts – A monthly bank reconciliation shall be conducted by **CONTRACTOR**. All checks, stubs, etc. shall be pre-numbered and accounted for, including all voided checks. Check stubs, canceled checks, and deposit slips must be readily available for audit purposes.

7. Purchasing Practices – Purchasing practices shall be in accordance with 2 CFR part 200. **CONTRACTOR** must provide documentation indicating how all vendors, subcontractors, minority and/or women owned businesses are given an opportunity to participate in compliance with 2 CFR §200.321.

8. Inventories – **CONTRACTOR**, as are all CDBG program sub-grantees, is advised to maintain adequate safeguards against loss by theft or physical deterioration of any inventories of office supplies, equipment, or other items purchased with CDBG funds.

9. Property Records – **CONTRACTOR** is required to maintain formal subsidiary records to control all CDBG program project property and equipment. Such records shall disclose the acquisition and subsequent disposition of all property. An annual inventory should be conducted and the books should reflect the actual value of property on hand at the end of the year. Reports must be submitted annually on the status of any real property

assisted with CDBG funds in the format requested by the City.

10. Budget Control – **CONTRACTOR** shall have a comparison of expenditures with budget amounts for each federal (HUD) award. The **CONTRACTOR** should maintain records in an orderly manner, with separate identification for different Federal fiscal periods.

11. Written Cash Management Procedures – **CONTRACTOR** must maintain written procedures to implement the requirements of §200.305 (Payment).

12. Written Allowability Procedures – **CONTRACTOR** must maintain written procedures for determining the allowability of costs in accordance with Subpart E (Cost Principles in 2 CFR 200) and the terms and conditions of the federal award. In accordance with 2 CFR §200.403, all costs must be necessary, reasonable, and allocable; conform with federal law and the grant terms; consistent with state and local policies; consistently treated (federal and non-federal); in accordance with Generally Accepted Accounting Principles; not included as match for other federal programs, and adequately documented.

e. Comparison of expenditures with budget amounts for each federal award.

EXHIBIT "G"
Payment Requests and Reporting Requirements

- A. **CONTRACTOR** shall submit all reports to the City of Kissimmee, Housing and Community Development Division as described in this Agreement.
- B. **CONTRACTOR** shall provide the submit monthly reports to the City.
- C. Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, **CONTRACTOR** shall inform the **CITY** as soon as the following types of conditions become known:
 - 1. Problems, delays or adverse conditions, which may materially affect the ability to meet program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established term periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any assistance needed to resolve the situation.
 - 2. Favorable development or events, which will enable meeting time schedules and goals sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.
- D. Expenses incurred by **CONTRACTOR** will not be processed for reimbursement by the Housing and Community Development Program Coordinator if such expenses cannot be documented by paid receipts, invoices or other appropriate documentation and information. Furthermore, all invoices submitted electronically will not be reimbursable by the City if such expenditures were not expended directly for the rehabilitation costs, as applicable, to benefit low- and moderate-income persons in accordance with this Contract.
- E. Provided that the invoices are complete and undisputed, the Housing and Community Development Program Coordinator will process reimbursement of approved invoices within thirty (30) days of receipt of such requests and will use its best efforts to reimburse **CONTRACTOR** within fifteen (15) days of receipt of such requests.
- F. As applicable, the monthly invoice shall include:
 - a. CDBG costs to be reimbursed, shown as labor, materials, other costs, including copies of invoices, and proof of payment.
 - b. Brief description of activities or services undertaken during the month for which reimbursements are being requested.
 - c. Total cost of services.
 - d. If applicable, if outside subcontractors have done the work, submit the paid

invoices for reimbursement. These should include an itemization of the work done, the total cost for labor and materials, the number of hours on the job, and the rate per hour agreed to on the project.

EXHIBIT "H"

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTORS AND THEIR CONTRACTORS AND SUBCONTRACTORS STANDARD SOLICITATION FOR BID AND CONTRACT LANGUAGE CONSTRUCTION OVER \$10,000

A. Equal Opportunity Clause:

CONTRACTOR agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulation of the Secretary of Labor 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee or undertaken pursuant to any Federal Program involving such grant, contract, loan insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the **CONTRACTOR** agrees as follows:

1. The **CONTRACTOR** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The **CONTRACTOR** will, in all solicitations or advertisements for employees placed by on or behalf of the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The **CONTRACTOR** will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint

or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the **CONTRACTOR**'s legal duty to furnish information.

4. The **CONTRACTOR** will send to each labor union or representative of workers with which the **CONTRACTOR** has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the **CONTRACTOR**'s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The **CONTRACTOR** will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The **CONTRACTOR** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the **CONTRACTOR**'s noncompliance with the discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the **CONTRACTOR** may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The **CONTRACTOR** will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 504 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The **CONTRACTOR** will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a **CONTRACTOR** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the **CONTRACTOR** may request the United States to enter into such litigation to protect the interests of the United States.

9. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of **CONTRACTORS** and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a **CONTRACTOR** debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts, pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon **CONTRACTORS** and subcontractors by the administering agency of the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT “I”
FEDERAL LABOR STANDARDS PROVISIONS
(Insert)

Davis Bacon Act WD#FL20210181

(Insert)

Payroll Log

(Insert)

EXHIBIT "J"
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Contract.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Contract, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grant, and contracts under grants, and cooperative Contracts) and that **CONTRACTOR** shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(
CORPORATE SEAL)

By: _____

Date: _____

EXHIBIT "K"

SECTION 3 ECONOMIC OPPORTUNITY

SECTION 3 CLAUSE

- A. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development ("HUD") and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. §1701u. The purpose of section 3 is to ensure that to the greatest extent feasible, opportunities for training and employment be given to low income residents of the Project area and contracts for work in connection with the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.
- B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder as evidenced by the execution of this contract. The parties to this contract certify and agree that they are under no contractual Contract or other disability which would prevent them from complying with these requirements.
- C. **CONTRACTOR** will send to each labor organization or representative of workers with which it has a collective bargaining Contract or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each, the name and location of the persons taking applications for each of the positions, and the anticipated date the work shall begin.
- D. **CONTRACTOR** will include this Section 3 Clause in every subcontract for work in connection with the Project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that **CONTRACTOR** is in violation of the regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. **CONTRACTOR** will not subcontract with any agency where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135, and will not let any subcontract unless the agency has first provided it with a preliminary statement of ability to comply with the requirements

of these regulations.

- E. **CONTRACTOR** will certify that any vacant employment positions, including training positions, that are filled (1) after the **CONTRACTOR** is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 25 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the **CONTRACTOR's** obligations under 24 CFR Part 135.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its **CONTRACTORS**, and its successors, and assigns to those sanctions specified by the CDBG Program Contract or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135, which include termination of this Contract for default and debarment and suspension from future HUD-assisted contracts.

EXHIBIT “L”

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The certification set out below is a material representation upon which reliance is placed by the City of Kissimmee and the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that **CONTRACTOR** knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the **CONTRACTOR** and/or the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act. **CONTRACTOR** will comply with the other provisions of the Act and with other applicable laws.

CERTIFICATION

1. **CONTRACTOR** certifies that it will provide a drug-free workplace by:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in **CONTRACTOR**'s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - B. Establishing an ongoing drug-free awareness program to inform employees about:
 1. the dangers of drug abuse in the workplace;
 2. **CONTRACTOR**'s policy of maintaining a drug-free workplace;
 3. any available drug counseling, rehabilitation, and employee assistance programs; and
 4. the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - C. Making it a requirement that each employee to be engaged in the performance of this grant be given a copy of the statement required by paragraph (A);
 - D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment, the employee will:
 1. Abide by the terms of the statement; and

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- E. Notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development in writing within ten (10) calendar days after receiving notice under subparagraph (D) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- F. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (D) (2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).
2. **CONTRACTOR** shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, City, county, state, zip code and total estimated number of employees). **CONTRACTOR** further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the grant, it shall notify the City of Kissimmee and/or the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

**PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

Name of CONTRACTOR: XXXXXXXX

Program Name: _____

Grant : Community Development Block Grant

Date:

The CONTRACTOR shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

Place of Performance (include street address, City, county, state, zip code for each site):

Check _____ if there are work places on file that are not identified here.

XXXXXXXX
(Corporate Seal)

By: _____

Date: _____

EXHIBIT “M”

AFFIDAVIT

Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The FFATA Subaward Reporting System (FSRS) is the reporting tool Federal prime awardees (i.e. prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime contract awardees will report against sub-contracts awarded and prime grant awardees will report against sub-grants awarded. The sub-award information entered in FSRS will then be displayed on www.USASpending.gov associated with the prime award furthering Federal spending transparency.

The Transparency Act requires information disclosure concerning entities receiving Federal financial assistance through Federal awards such as Federal contracts, sub-contracts, grants, and sub-grants.

Specifically, the Transparency Act's section 2(b)(1) requires the City to provide the following information about each Federal award:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type,
- Location of the entity receiving the award and primary location of performance under the award;
- Unique identifier of the entity receiving the award and the parent entity of the recipient;
- Names and total compensation of the five most highly compensated officers of the entity if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

I, _____ (print name), hereby swear or affirm that: I read and understand the information provided above.

I have personal knowledge of the facts I am attesting to in this affidavit.

(please check one of the following)

_____ I attest that _____ (agency name) **does not** meet the above threshold requiring names and total compensation of the five most highly compensated officers of the entity.

_____ I attest that _____ (agency name) **does** meet the above threshold* requiring names and total compensation of the five most highly compensated officers of the entity.

*If agency meets the above threshold, the agency **MUST** attach a spreadsheet with the names and total compensation of the five most highly compensated officers of the entity, signed and dated by the one of the following: President; Executive Director; CEO; Board Chairperson; Finance Director; CFO; or Treasurer.

I understand that the submission of a false affidavit is punishable as a second-degree misdemeanor under Florida law.

Signature:

(Printed Name of President/Executive Director/Board Chair)

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by means of ☐ physical presence or ☐ online notarization, by _as _for _____, a Florida business organization, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

ABSTRACT OF BIDS

City of Kissimmee

INVITATION/BID# IFB2024-007 Haven on Vine Project Renovation of two ADA Apartments – CDBG Funded Project

OPENING DATE: 11/18/2024
TIME: 2:30

REQ. DEPARTMENT: Robert Masiku – Asst. Director PW/ENG

STAMPED DATE\ TIME	VENDOR NAME CITY AND STATE	Item 1	Addendums Acknowledged	Bid Bond				COMMENTS
11/18/24 1:49PM	CM Engineering Services Kissimmee, FL	\$191,132.24	Yes	Yes				
11/18/24 1:24PM	FSV Construction Company Miami, FL	\$210,535.00	Yes	Yes				
11/18/24 1:26PM	APD Construction LLC Orlando, FL	\$326,058.03	Yes	Yes				
11/18/24 12:44PM	Anderson Place Construction Orlando, FL	\$259,448.07	Yes	Yes				
11/18/24 10:16AM	Phoenix Pro MGMT Inc Lake Worth, FL	\$187,302.00	Yes	Yes				
11/18/24 7:45AM	Miniopolis LLC Fort Myers, FL	\$125,130.00	Yes	Yes				

Notice of decision or intended decision concerning a bid solicitation or award may be given by posting the bid tabulation or recommended award at the location where the bids were opened or posted electronically on the City's website www.kissimmee.gov. Failure to file a protest within the deadlines prescribed shall constitute a waiver of protest proceedings.

ITEM 7.M

Preconstruction services for the City Hall Renovation project

Request

Approval of addendum to the Construction Manager at Risk (CMAR) contract with Balfour Beatty Construction, LLC. for the City Hall Interior Renovation Project preconstruction services in the amount of \$10,000. (Contract #20240512)

Explanation

On September 17, 2023, the City Commission approved the Master Agreement for Construction Manager at Risk (CMAR) with Balfour Beatty Construction, LLC (RFP2023-007). Balfour Beatty has an extensive history of civic projects and a project approach that ensures success while meeting schedule and budget requirements.

This project will include renovations to:

- City Commission offices (5th Floor)
- Engineering Division (3rd Floor)
- Development Services (1st Floor)

These renovations are essential to accommodate the city's growing workforce and serve the increasing population. Additionally, the project will update all building systems to improve energy efficiency.

Balfour Beatty will first provide pre-construction services for the project, including coordination of all architectural and engineering design and other pre-construction services. Once the pre-construction services are complete, the City and Balfour Beatty will negotiate the Construction Manager's Guaranteed Maximum Price (GMP). The GMP will cover all construction and material costs associated with the project's construction. The final GMP will be brought to the Commission for approval once it is finalized.

The agreement is set at \$10,000, which will be funded through the existing City Hall Renovation project budget.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56045606-506292	CS2500	Decrease	\$250,000	\$10,000

Financial Summary:

Funds are budgeted and available within the user division's budget.

Recommendation

City of Kissimmee

Approval of addendum to the Construction Manager at Risk contract with Balfour Beatty Construction, LLC. for the City Hall Interior Renovation Project preconstruction services in the amount of \$10,000.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. Preconstruction Proposal Balfour Beatty – City Hall Renovation Master Project.
2. Balfour Beatty RFP2023-007 Master Agreement for Construction Manager at Risk Continuing Services.

Date Submitted:

01/27/2025

Submitted By: **Balfour Beatty Construction, LLC**

255 S Orange Ave. Suite 1100

Orlando, FL 32801

ATTN: R.J. Littlefield

PW&E Construction Project Manager

RANDALL.LITTLEFIELD@kissimmee.gov

407-518-2343

Balfour Beatty Construction

Project: **COK Hall 1st, 3rd, and 5th Interior Renovation**

Subject: **Preconstruction Proposal**

Please find the attached proposal for preconstruction services in the amount of \$10,000.00 for the aforementioned project. We thank you for the opportunity to work with you all on this project and look forward to building out partnership with you on this one so we can continue to be a partner on future opportunities. Please let me know if you have any questions or need any further information.

COK Hall 1st / 3rd / 5th Floor Interior Reno Preconstruction Proposal		Submission Date:	1/16/2025
Item No.	Description		
	Scope of Pre-Construction Services		
1	Constructability Review		
2	Develop Overall Project Schedule		
3	Develop Site Logistics Plan		
4	Preparation & Submission of GMP		
Total Preconstruction / Material Procurement		\$	10,000
Notes & Clarifications:			

Approved By:

H. Thacker

Henry Thacker
Director SPG FL
Balfour Beatty Construction, LLC

Accepted By:

Ashley L Wilkes

EXHIBIT “B”

PRE-CONSTRUCTION SERVICES ADDENDUM

Kissimmee City Hall Renovation (1st, 3rd, & 5th Floors)

I. Construction Team Representatives

CityCity of Kissimmee

- Ashley Willis, Public Works & Engineering Director
- Robert T. Masiku, Public Works & Engineering Assistant Director
- David Gomez, City Engineer
- Laura Ayoub, Project Manager

Architect/EngineerBumpus & Associates, Inc.

- Daniel Bumpus, NCARB, LEED AP

Construction Manager.....Balfour Beatty Construction

- Scott Skidelsky, President
- John Harris, Sr. Vice President / Business Unit
- Brian Prebenda, Sr. Vice President of Ops
- Henry Thacker, Director of SPG
- Adam Lentz Sr., Project Manager

II. Pre-Construction Phase Services

- 2.1.4.1 Estimate at the completion of schematic design; and
- 2.1.4.2 Estimate at the completion of 100% design development plans; and
- 2.1.4.3 Estimate at the submission of the GMP Proposal.

III. Omitted Services as previously included in Article 2 of the Agreement

N/A

IV. Revised Services as previously included in Article 2 of the Agreement

N/A

V. Construction Manager’s Staff Positions to be assigned to the Pre-Construction/Design Phases

Position	Name	Duration in Months	Percentage of Time Assigned
Vice President			
Preconstruction Manager			
Sr. Project Manager			
Superintendent			

VI. Construction Manager's Staff Positions to be assigned to the Pre-Construction/Design Phases

The Fee due to the Construction Manager for Services identified in Section II is Ten Thousand Dollars, (\$10,000)

MASTER SERVICES AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND BALFOUR BEATTY CONSTRUCTION, LLC

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the City of Kissimmee, a Municipal Corporation of the State of Florida, by and through its City Commission, 101 Church Street, Kissimmee, Florida 34741 (hereinafter designated as the "City") and **BALFOUR BEATTY CONSTRUCTION, LLC**, whose Federal Identification Number is: **20-1627180** (hereinafter designated as the "Construction Manager").

WITNESSETH:

WHEREAS, the City requires certain Construction Manager At Risk services to be performed in the City of Kissimmee; and,

WHEREAS, the City has solicited for these professional services via RFQ2023-007, an advertised Request for Qualifications, and has received numerous responsive proposals thereto; and

WHEREAS, after review and consideration of all responsive qualifications, the City intends to retain the Construction Manager identified above to provide such professional services under this Agreement; and

WHEREAS, the Construction Manager remains agreeable to providing the City the professional services and represents that it is capable and prepared to do so.

NOW, THEREFORE, in consideration of the promises contained herein, the City and the Construction Manager (collectively, the "Parties") hereby agree, as follows:

ARTICLE 1

THE CONSTRUCTION TEAM, EXTENT OF AGREEMENT AND DEFINITIONS

The Construction Manager accepts the relationship of trust and confidence established between him and the City by this Agreement. The Construction Manager covenants with the City to furnish his/her best skill and judgment in furthering the interest of the City. The Construction Manager agrees to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Services in the best way and the most expeditious and economical manner, consistent with the interests of the City, and the terms and conditions of the Contract Documents. Further, the Construction Manager acknowledges that (i) he/she has represented to the City that it possesses the expertise of a similarly experienced Contractor of similar size and complexity in the planning, reviewing, management and construction of projects of similar size, cost and complexity and (ii) that such representation is a material inducement to the City to enter into this Agreement.

1.1 The Construction Team:

The Construction Manager, the City and the Architect/Engineer, collectively called the "Construction Team", shall work jointly during the Pre-Construction Phase and the Construction Phase. The Architect/Engineer and the Construction Manager shall communicate through the City's Representative, except as may otherwise be provided in this Agreement. The Construction Manager shall copy the City's Representative on all correspondence sent to or received from the Architect/Engineer or any of its consultants of which the City's Representative was not copied. The specific representatives of the Construction Team shall be identified further in the Pre-Construction Addendum and the GMP Addendum.

1.2 Extent of Agreement:

This Agreement, between the City and the Construction Manager, supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions/revisions of the Construction Documents and may be amended only by Change Order or through a duly executed amendment as authorized herein.

1.3 Definitions:

- 1.3.1 Project – shall be defined in each Pre-Construction Addendum issued under this Agreement.
- 1.3.2 Services – shall include: (1) all professional services described in the City’s Request for Proposals RFQ #2023-007, including all attachments and addenda; (2) all services described in the Construction Manager’s response thereto (collectively, “RFQ2023-007” is attached hereto as a composite **Exhibit “A”** and made a part of this Agreement); (3) all services described in Article 2 herein (but as may be specifically excluded by the City in the Pre-Construction Addendum); and (4) all Pre-Construction Phase Services and Construction Phase Services (the Construction Phase Services may also be referred to herein as the “Work”) as further set forth and described herein or in either the Pre-Construction Addendum, the GMP Addendum, or both.
- 1.3.3 Pre-Construction Addendum is attached hereto and incorporated herein as **Exhibit “B”** and shall be completed by the City upon the issuance of a Project.
- 1.3.4 GMP Addendum is attached hereto and incorporated herein as **Exhibit “C”** and shall be completed and executed by the City and the Construction Manager following the completion of Pre-Construction Phase Services and determination of a mutually acceptable Guaranteed Maximum Price (“GMP”) and related terms.
- 1.3.5 Architect/Engineer – shall be determined for each individual Project and named in the Pre-Construction Addendum.
- 1.3.6 Contract Documents - The Contract Documents consist of this Agreement, the Exhibits hereto, and any duly executed amendments and/or addendums, including, without limitation, the Pre-Construction Addendum and the GMP Addendum, in addition to all plans and specifications for the construction of the Project (“Construction Documents”) that have been completed by the Architect/Engineer and approved in writing by the City’s Representative.
- 1.3.7 Punch List – A final list of items of Work to be completed and deficiencies to be corrected, which items shall not affect the attainment of Substantial Completion. Such items shall be complete or otherwise disposed of prior to Final Completion.
- 1.3.8 Schedule of Values - The schedule to be used as a basis for progress payments to be made to the Construction Manager by the City during performance of the Work, based on the then current percentage of progress of construction of the Work, subject to the review of the Architect/Engineer and the City’s Representative.
- 1.3.9 Subcontractor – A subcontractor is any person or entity performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with the Construction Manager. Construction Manager shall be solely responsible for and have control over the subcontractors.
- 1.3.10 Substantial Completion Date – The date, certified by the Architect/Engineer, that the Project, or designated portion thereof, is sufficiently complete, in accordance with the Construction Documents and as further delineated in Article 2, Section 2.5.1 so that the City can reasonably occupy or utilize the Project, or a designated portion thereof, for its intended use.
- 1.3.11 General Conditions - Those items that are not specific to any trade and are required for the construction of the Project.

- 1.3.12 City's Construction Budget: The City's Construction Budget shall be set forth in the completed GMP Addendum for each specific Project and shall include an estimated total of all three segments of the budget, including all Construction Manager Fees, Costs of the Work and the City's Allowance, as defined in Article 6. This acknowledgment of the City's Construction Budget is not to be construed as the Construction Manager's Guaranteed Maximum Price ("GMP").
- 1.3.13 *Intentionally omitted.*
- Term –The "Term" of this Agreement shall commence on the Effective Date and continue for three (3) years and will automatically renew for two (2) one (1) year periods unless otherwise terminated in accordance with the provisions of this Agreement.
- 1.3.14 Allowance – Funds and time appropriated by the City for additional work which is not included in the Contract Documents yet may be necessary for the completion of the Work. Any unused allowance funds shall be returned to the City by Change Order at the completion of the Project.
- 1.3.15 Contingency – those areas of work that are not at 100% design completion, at the time of GMP, for which additional monies will be allowed. A contingency dollar amount will be shown as a separate amount at the appropriate line item within the GMP and labeled as a contingency for that item of work. Any unused contingency funds shall be reassigned to the City's Buyout Allowance, as defined in Section 6.1.5.
- 1.3.16 Effective Date – shall be the date this Agreement is executed by the City Commission.
- 1.3.17 The City's Representative(s) may be any or all of the following: City Manager, Deputy City Manager, and/or the Facilities Management Division Director

ARTICLE 2

CONSTRUCTION MANAGER'S SERVICES

City hereby retains the Construction Manager to furnish, provide and perform the Services (as defined in Section 1.3.2), as those Services may be further specifically designated and authorized by the City in writing. Such authorization will be issued in the form of either 1) a Construction Manager Services Authorization (CSA) or a Construction Manager Purchase Order (CPO). All provisions of this Agreement apply to any CSA or CPO with full force and effect as if appearing in full within each such document. Each CSA and CPO will be accompanied by a completed Pre-Construction Addendum, and shall set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages, if applicable, and completion date, and shall become effective upon the due execution.

Services shall include, without limitation, those described or specified in this Article 2. Such services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding services not specifically mentioned. Additionally, depending on the particular Project, some of the services described in this Article 2 may be specifically excluded by the City, as set forth in a completed Pre-Construction Addendum.

2.1 Project Management Information System (PMIS):

2.1.1 General:

- 2.1.1.1 Commencing immediately upon issuance by the City of a Pre-Construction Addendum and accompanying CSA or CPO, the Construction Manager shall implement and shall utilize throughout the life of the particular Project all subsystems of the Project Management Information System hereinafter referred to as PMIS.
- 2.1.1.2 The reports, documents, and data to be provided shall represent an accurate assessment of the current status of the Project and of the Work remaining to be accomplished and it shall provide a sound basis for identifying variances and problems and for making management

decisions. It shall be prepared and furnished to the City's Representative and the Architect/Engineer monthly.

2.1.1.3 If requested by the City's Representative, the Construction Manager shall conduct a comprehensive workshop for participants designated by the City's Representative and additional seminars as required, to provide instruction. This workshop and the seminars shall facilitate each participant's and the City's Representatives' use and understanding of PMIS; shall support, in-part, the function of organizing in concert with the Architect/Engineer for the design and construction of the Project; and shall establish, with the full concurrence of the City's Representative and the Architect/Engineer, procedures for accomplishing the management control aspect of the Project.

2.1.1.4 The PMIS shall be described in terms of the following major subsystems:

2.1.1.4.1 Narrative Reporting, on a monthly basis, and

2.1.1.4.2 Schedule Control, on a monthly basis, and

2.1.1.4.3 Cost Control, and estimating, and

2.1.1.4.4 Project Accounting, and

2.1.1.4.5 Accounting and Payment, on a monthly basis, and

2.1.1.4.6 Action Reports.

2.1.2 Narrative Reporting Subsystem:

2.1.2.1 The Construction Manager shall prepare written reports as described hereunder. No other PMIS narrative reports shall be required. All reports shall be in 8.5" X 11" format, unless directed otherwise by the City's Representative.

2.1.2.2 The Narrative Reporting Subsystem shall include the following reports:

2.1.2.2.1 A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including all violations and deficiencies found by the applicable permitting authorities.

2.1.2.2.2 A Monthly Cost Narrative describing the current cost status of the Project.

2.1.2.2.3 A Monthly Scheduling Narrative summarizing the current status of the Master Project Schedule. This report shall include an analysis of the various Project schedules, a description of the critical path, tracking of approved original baseline schedule versus the actual progress of the Work and other analyses as necessary.

2.1.2.2.4 A Monthly Accounting Narrative describing the current cost and payment status of the Project. This report shall relate current encumbrances and expenditures to the budget allocations.

2.1.2.2.5 A Monthly Progress Report, during the Construction Phase, summarizing the work of the various subcontractors and consultants. This report shall include information from the weekly job site meetings, as applicable, such as General Conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations, and plans for the succeeding month.

2.1.2.2.6 A Daily Construction Diary during the Construction Phase describing events and conditions on the site.

2.1.2.3 The reports outlined in subsection 2.1.2.2 shall be bound and submitted monthly during the Construction Phase and shall be current through the end of the preceding month. Copies shall be transmitted to the City's Representative and the Architect/Engineer and others as designated by the

City's Representative with the monthly pay requisition. Additional copies of the Monthly Executive Summary, as outlined in subsection 2.1.2.2.1, shall be bound separately and distributed monthly, as directed by the City's Representative. The Daily Construction Diary, as outlined in subsection 2.1.2.2.6, shall be maintained at the Project Site Office Facility and be made available to the City's Representative and Architect/Engineer. A bound copy of the complete Daily Construction Diary shall be submitted to the City's Representative at the conclusion of the Project.

2.1.3 Scheduled Control Subsystem:

2.1.3.1 Master Project Schedule: Within 30 days following issuance of a CSA or a CPO, the Construction Manager shall submit to the City's Representative for approval, a Master Project Schedule covering the Pre-Construction Phase and Construction Phase. The Master Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Master Project Schedule shall be produced and updated monthly throughout the Project. No revisions, activity additions, activity deletions, or logic changes to the Master Project Schedule or any other schedule previously approved by the City, shall be made without the City's approval. Minor or immaterial deviations that do not affect key milestone dates may be amended if approved by the City's Representative.

2.1.3.2 Construction Schedule: With the submission of the GMP Proposal, the Construction Manager shall submit to the City's Representative, for approval, a Critical Path Construction Schedule (hereinafter "Construction Schedule") in sufficient detail to graphically depict the activities contemplated to occur as a necessary incident to performance of the Work required to complete the Work, showing the sequence in which the Construction Manager proposes for each such activity to occur and duration (dates of commencement and completion, respectively) of each such activity. The Construction Schedule shall be based on a "Network Analysis System" and shall be the latest version of Microsoft Schedule, Primavera P3, or equivalent, as determined by the City's Representative. The City's Representative shall determine whether the Construction Schedule developed and submitted by the Construction Manager meets the requirements stated above and such determination shall be binding on the Construction Manager. Failure of the Construction Manager to develop and submit a Construction Schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the Agreement or to withhold any payment.

2.1.3.3 Updated Construction Schedule: Following development and submittal of the Construction Schedule as aforesaid, the Construction Manager shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Work, or at such earlier intervals as circumstances may require, update the Construction Schedule. The updated Construction Schedule will show the actual progress of the Work performed compared to the original baseline schedule, approved as set forth in Section 2.1.3.2, and all updates thereto as reflected in the updated Construction Schedule last submitted prior to submittal of each such monthly update. Each such update to the Construction Schedule shall be submitted to the City's Representative. Failure of the Construction Manager to update and submit the Construction Schedule as aforesaid shall be sufficient grounds for the City to find the Construction Manager in substantial default and certify that sufficient cause exists to terminate the Agreement or to withhold payment to the Construction Manager, until a schedule or schedule update acceptable to the City's Representative is submitted.

2.1.3.4 When required by the City's Representative, the Construction Manager shall prepare and incorporate into the schedule database, at the required intervals, the following schedules:

2.1.3.4.1 Subcontractor Construction Schedules (Sub-networks) - Upon the award of each sub-contract, the Construction Manager shall jointly, with the subcontractor, develop a schedule which is more detailed than the Construction Schedule, taking into account the work schedule of the other subcontractors. The Construction Manager shall ensure each Subcontractor's Construction Schedule is incorporated into the Construction Manager's Construction Schedule, ensuring the necessary information is included to allow for construction planning and monitoring the performance of each subcontractor.

2.1.3.4.2 Final Completion Schedule -The Construction Manager shall jointly develop with the Architect/Engineer and the City's Representative, a detailed plan, inclusive of Punch Lists, final inspections, maintenance training and turn-over procedures, to be used for ensuring accomplishment of a smooth and phased transition from construction to Final Completion. The Final Completion Schedule shall be produced and updated monthly and may be part of the Construction Schedule.

2.1.3.4.3 Utility Relocation Schedule – The Construction Manager shall jointly develop with the Architect/Engineer and The City's Representative a detailed plan, for any and all utility relocations required for successful completion of the Work. The Utility Relocation Schedule shall be produced and updated monthly and may be part of the Construction Schedule.

2.1.3.4.4 Recovery Schedule - If any portion of the Master Project Schedule or any current updates fail to reflect the actual plan or method of operation of the Work, or a contractual milestone date is more than 15 days behind, the City's Representative may require that a Recovery Schedule for completion of the remaining work be submitted. The Recovery Schedule must be submitted within 7 calendar days of the request by the City's Representative. The Recovery Schedule shall describe in detail the Construction Manager's plan to complete the remaining work by the required Agreement milestone date. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Agreement milestone dates.

2.1.3.4.5 Change Orders - When a Change Order is proposed, the City's Representative may require the Construction Manager to identify all logic changes as a result of the Change Order. The Construction Manager shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the Master Project Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Construction Manager will revise the Master Project Schedule. The logic changes required by the Change Order will be considered incidental to the Construction Manager's work. No separate payment will be made for the work required to identify all logic changes that result from the Change Order.

2.1.4 Budget Control Subsystem - The operation of this subsystem shall provide sufficient timely data and detail to permit the Construction Team to control and adjust the Project **requirements**, needs, materials, equipment and site elements, so that the Work will be completed at a cost which, together with all other Costs of the Work, will not exceed the City's Project Budget. Requirements of this subsystem may include the following submissions:

2.1.4.1 Estimate at the completion of schematic design; and

2.1.4.2 Estimate at the completion of 60% design development plans; and

2.1.4.3 Estimate at the completion of 100% design development plans; and

2.1.4.4 Estimate at the submission of the GMP Proposal.

2.1.5 Project Accounting Subsystem - operation of this subsystem shall enable the Construction Team to plan effectively and to enable the City's Representative to monitor and control the funds available for the Project, cash flow, costs, Change Orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, amounts payable, and to plan effectively. This subsystem will be produced and updated monthly and includes the following reports, which together will serve as a basic accounting tool and an audit trail. This report may be further defined by the City's Representative.

2.1.5.1 A Payment Status Report - showing the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the amount retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.

2.1.5.2 Project Accounting Structure - shall include the budget, estimate and base commitment figures for each contract. It shall give the Change Order history including Change Order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It shall also show all pending Change Orders.

2.1.5.3 A Cash Flow Diagram - showing the projected accumulation of cash payments against the Project. Cash flow projections shall be generated for anticipated monthly payments as well as cumulative payments and may be requested at earlier or more frequent intervals by the City's Representative.

2.1.5.4 A Job Ledger - shall be maintained as necessary to supplement the operation of the Project accounting subsystem. The job ledger will be used to provide construction cost accountability for General Conditions work, on-site reimbursable expenses, and costs requiring accounting needs.

2.2 Project Manual: Upon the execution of this Agreement, the Construction Manager shall develop a draft comprehensive Project Manual describing the services set forth in this Agreement. This shall provide a plan for the control, direction, coordination and evaluation of Work performed throughout the Project; the Project organization including identification of key personnel, responsibilities of Construction Manager, the City's Representative and Architect/Engineer; work flow diagrams; and strategy for bidding the Work. The Project Manual shall be completed and submitted to the Architect/Engineer and the City's Representative for their review of the format and content, and to the City's Representative for approval as a condition precedent to the first progress payment by City to Construction Manager for services provided in the Pre-Construction Phase. The Project Manual shall be updated as necessary, with the approval of City's Representative throughout the Pre-Construction and Construction Phases. A copy of the Project Manual, and any updates, shall be submitted separately to the City's Representative and Architect/Engineer. In developing the Project Manual, the Construction Manager shall coordinate with the City's Representative and the Architect/Engineer. The Project Manual is merely an amplification and clarification of this Agreement. Any conflicts between the Project Manual and this Agreement shall be governed by the latter. The Project Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Project Manual shall include as a minimum the following sections:

2.2.1 Project Definition - The known characteristics of the Project or sub-projects shall be described in general terms which will provide the participants a basic understanding of the Project or sub-projects.

2.2.2 Project Goals - The schedule, budget, physical, technical and other objectives for the Project.

2.2.3 Project Strategy - A narrative description of the Project delivery methods shall be utilized to accomplish the Project goals.

2.2.4 Project Work Plan - A matrix display of the program of Work to be performed by the Construction Manager, the Architect/Engineer and the City's Representative during each phase of the Project.

2.2.5 Project Organization - A summary organization chart showing the interrelationships between the City, the Construction Manager, the Architect/Engineer, and other supporting firms, organizations and permitting review agencies. Detailed charts, one each for the Construction Manager, the Architect/Engineer, and the City's Representative, showing organizational elements participating in the Project shall be included.

2.2.6 Responsibility Performance Chart - A detailed matrix showing the specific responsibilities of the City, the Architect/Engineer, and Construction Manager. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the Project. The Construction Manager shall develop a similar chart for the personnel within his/her own organization who are assigned to the Project, and also for the personnel of the City and the Architect/Engineer from data supplied by each.

2.2.7 Flow Diagrams - These charts shall display the flow of information and the decision process for the review and approval of shop drawings, submittals, and Change Orders.

- 2.2.8 Written Procedures - The Construction Manager will provide written procedures for communications and coordination required between Construction Team members throughout the Project. Procedures shall cover such items as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, and other necessary communications.
- 2.2.9 Emergency Contact List: A complete list of the names, company affiliation and emergency contact phone numbers (both day and night) for all key Project personnel from City, Construction Manager and Architect/Engineer, as well as from all subcontractors, sub-consultants and suppliers of any of them. This list shall be continuously updated by the Construction Manager throughout the Project duration, with Construction Manager distributing a copy of all updates to City's Representative and Architect/Engineer.
- 2.3 Pre-Construction Phase Services: The services to be provided under this Section 2.3 constitute the Pre-Construction Phase services. The Parties acknowledge the Construction Phase may commence before the Pre-Construction Phase is completed, and to a certain extent both phases shall proceed concurrently.
- 2.3.1 Preliminary Evaluation - The Construction Manager shall provide a preliminary evaluation of the Project and the City's Project Budget requirements, each in terms of the other.
- 2.3.2 Consultation - The Construction Manager will jointly schedule and attend regular meetings with the City's Representative and Architect/Engineer. The Construction Manager shall make recommendations with respect to the selection of systems and materials, and cost – reducing alternatives, including assistance to the Architect/Engineer and City's Representative, in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of construction and early completion of the Project. The Construction Manager shall furnish pertinent information as to the availability of materials and labor that will be required, in addition to items such as the identification, if necessary, of right-of-way to be acquired, outstanding permits and related issues and the status of utility relocations.
- 2.3.3 Right of Way Acquisition – When requested, Construction Manager shall assist the City's Representative, in conjunction with the City Attorney's Office, with right of way acquisition, including but not limited to, obtaining appraisals, and assisting with the negotiation of purchase agreements. Construction Manager shall coordinate and develop in the Construction Documents all applicable conditions negotiated through the right-of-way acquisition process, including but not limited to such items as driveway transitions and modifications, fence relocations and other related items.
- 2.3.4 Phased Construction - Without assuming any design responsibilities, the Construction Manager shall review the design with the Architect/Engineer and may make recommendations to the City's Representative with respect to dividing the Work in such manner as will permit the Construction Manager to take bids and award separate construction sub-contracts on the current schedule, while the design is being completed. He/she shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, maintenance of traffic and utility relocation issues, status of right of way acquisition and community relations and any other factors pertinent to saving time and cost by overlapping design and construction that are authorized by the City's Representative.
- 2.3.5 Review Reports - Within 30 days after receiving the Construction Documents for each phase of the Project, the Construction Manager shall perform a specific review thereof, focused upon factors of a nature encompassed in Article 2, Section 2.3. Promptly after completion of the review, he/she shall submit to the Construction Team, with copies to the Architect/Engineer, a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as he/she may deem appropriate, and all actions taken by the Architect/Engineer with respect to same, any comments he/she may deem to be appropriate with respect to separating the work into separate contracts, alternative materials, and all comments called for under Article 2, Section 2.3. Construction

Manager shall not assume in any way the responsibilities of the Architect/Engineer, in particular, the responsibility of assuring that the Construction Documents are in accordance with applicable laws, statutes, ordinances, Building Codes, Rules, and Regulations. However, if the Construction Manager recognizes that portions of the Construction Documents are at variance therewith, the Construction Manager shall include notice of same in the written report. THE CONSTRUCTION MANAGER SHALL WARRANT, TO THE BEST OF CONSTRUCTION MANAGER'S KNOWLEDGE, WITHOUT ASSUMING ANY ENGINEERING RESPONSIBILITY AND SUBJECT TO ESTABLISHMENT OF A GMP, AND RIGHTS TO CLAIM INCREASES IN COST AND EXTENSIONS OF TIME HEREIN, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT, PRACTICAL, FEASIBLE AND CONSTRUCTIBLE. CONSTRUCTION MANAGER SHALL WARRANT THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS FOR THE VARIOUS BIDDING PACKAGES IS CONSTRUCTIBLE WITHIN THE SCHEDULED CONSTRUCTION TIME.

- 2.3.6 Long Lead Procurements - The Construction Manager shall review the design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies). When each item is identified, the Construction Manager shall notify the subcontractors, the City's Representative and the Architect/Engineer of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected sub-contracts. The Construction Manager shall keep himself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items and advise City's Representative and Architect/Engineer of any problems or prospective delay in delivery. The Construction Manager may recommend to the City's Representative a schedule for procurement of the long-lead time items, which will constitute part of the Work as required to meet the Master Project Schedule. If such long-lead time items are procured by the City, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the City's acceptance of the Construction Manager's GMP proposal, all contracts for such items may be assigned by the City to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall assist in expediting the delivery of long-lead time items.
- 2.3.7 Project Site Office Facilities - The Construction Manager shall arrange for all job-site facilities necessary to enable the Construction Team to perform their respective duties in the management, inspection, and supervision of construction. Tangible personal property, otherwise referred to as Project Site Office Facilities, include but are not limited to such things as trailers, toilets, computers and any other equipment necessary to carry on the Project. The method of acquiring such Project Site Office Facilities, which are planned to become the property of the City at the conclusion of the Project, shall be evaluated based on cost over the life of the Project. Owning versus leasing shall be considered by the Construction Manager obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing, and then analyzing which is the most cost effective over the useful life of the item. The Construction Manager shall present his evaluation with recommendation to the City's Representative for approval. When the Construction Manager wishes to supply Project Site Office Facilities from his/her own equipment pool, he/she shall first evaluate buy versus lease as discussed previously herein. If leasing is found to be the least expensive approach, then he/she may lease such Project Site Office Facilities from his/her own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained. For all such facilities purchased, which are to become the property of the City at the conclusion of the Project, the Construction Manager shall maintain care and custody responsibilities of such facilities until the Project conclusion. At the conclusion of the Project, the Construction Manager shall provide the City's Representative with a complete inventory of equipment that has been purchased for the City. The inventory shall describe the equipment and identify the purchase price, serial number, model number, current location, and condition. Where said equipment has a title, said title shall be properly transferred to the City or to his designee. The Construction Manager is responsible for proper care and maintenance of all equipment while in his/her control. At the time of transfer to the City, the City may refuse acceptance of the equipment if the City determines in its sole discretion that the equipment has not been properly cared for by the Construction Manager. In such event, the Construction Manager shall reimburse City for the cost of such item.

- 2.3.8 Weather Protection - The Construction Manager shall ascertain what temporary enclosures, if any, of work areas should be provided for and may be provided as a practical matter, in order to assure orderly progress of the Work in periods when extreme weather conditions are likely to be experienced. He/she shall submit to the Construction Team his/her recommendations as to needed requirements of this nature and as to the contract, or contracts, in which they should be included. The Construction Manager is totally responsible for all weather protection necessary to ensure that all new construction is adequately protected from the normal inclement elements.
- 2.3.9 Market Analysis and Stimulation of Bidder Interest - The Construction Manager shall monitor conditions in the construction market to identify factors that will or may affect costs and time for completing the Project. The Construction Manager shall submit to the City's Representative a written "Construction Market Analysis and Prospective Bidders Report" setting out recommendations and providing information as to prospective bidders. As various bid packages are prepared for bidding, the Construction Manager shall submit to the City's Representative and the Architect/Engineer a list of potential bidders. The Construction Manager shall be responsible to stimulate bidder interest in the City market place and identify and encourage bidding competition. The Construction Manager shall carry out an active program of stimulating interest of qualified contractors in bidding on the Work and of familiarizing those bidders with the requirements of this Project.
- 2.4 Construction Phase - After the Construction Documents have been sufficiently completed by Architect/Engineer and approved by City's Representative for all the Work (or such portions thereof as may be designated by City in writing) and City and Construction Manager have agreed in writing upon the GMP to be paid to Construction Manager and the Contract Time for the Work (or designated portions thereof) as hereafter provided, Construction Manager shall fully perform and complete in a good and workmanlike manner the construction of the Work (or designated portions thereof) in accordance with all the terms and conditions of the Contract Documents.
- 2.4.1 Construction Manager's Staff - The Construction Manager shall maintain sufficient off-site support staff, and competent, full time, staff at the Project Site, authorized to act on behalf of the Construction Manager to coordinate, inspect and provide general direction of the Work and progress of the subcontractors, and he shall provide no less than those personnel during the respective phases of construction that are set forth in Schedule 1 of the GMP Addendum. He/she shall not change any of those persons named in said Schedule unless mutually agreed to by the City's Representative and Construction Manager. In such case, the City's Representative shall have the right of approval of the qualifications of replacement personnel. Such approval will not be unreasonably withheld.
- 2.4.2 Lines of Authority - The Construction Manager shall establish and maintain lines of authority for his/her personnel, and shall provide this definition to the City's Representative and all other affected parties, such as the code inspectors of the permitting agencies, the subcontractors and the Architect/Engineer, to provide general direction of the Work and progress of the various phases and subcontractors. The City's Representative and Architect/Engineer may attend meetings between the Construction Manager and his/her subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.
- 2.4.3 Schedule and Project Manual Provisions - The Construction Manager shall provide subcontractors and the City, its representatives and the Architect/Engineer with copies of the Project Manual (total number of copies not to exceed 10) developed and updated as required by Article 2, expanded for the Construction Phase employing their respective milestones, beginning and finishing dates, their respective responsibilities for performance and the relationships of their work with respect to subcontractors and suppliers. He/she shall also continue to provide current scheduling information, direction and coordination regarding milestones, and beginning and finishing dates. He/she is also responsible for performance and the relationships of his/her work to the work of his/her subcontractors and suppliers, to enable them to perform their respective tasks, so that the development of construction progresses in a smooth and efficient manner in conformance with the Master Project Schedule.
- 2.4.4 Solicitation of Bids Without assuming responsibilities of the Architect/Engineer, the Construction Manager shall prepare invitations for bids, or requests for proposals when applicable, for all

procurement of long lead items, materials and services, for Subcontractor contracts and, if directed by the City, for site utilities. Such invitations for bids shall be prepared in accordance with the following guidelines:

- 2.4.4.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from subcontractors, vendors, consultants and from suppliers of materials or equipment fabricated to a special design for the Work. The Construction Manager shall strive to receive at least three competitive bids per trade package. Should the nature of the trade package prohibit three competitive bids, the Construction Manager shall notify the City's Representative in writing as to the reason and offer suggestions, if any, to create trade interest.
- 2.4.4.2 The Construction Manager shall be responsible for coordinating with the Architect/Engineer and preparing all information that is the responsibility of the Construction Manager for bidding of the separate bid packages.
- 2.4.4.3 The Construction Manager and the City's Representative shall mutually agree when and if to conduct a pre-bid conference with prospective bidders and the Architect/Engineer. In the event questions are raised which require an interpretation of the bidding documents or otherwise indicate a need for clarification or correction of the invitation, the Construction Manager shall transmit these to the City's Representative and the Architect/Engineer and, upon receiving clarification or correction in writing, shall prepare an addendum to the bidding document, and issue same to all of the prospective bidders.
- 2.4.5 Subcontracts Subject to Article 6 and, in accordance with Article 2, Section 2.4.4, the Construction Manager shall award subcontracts to the qualified low bidder after the Construction Manager and the City have reviewed each proposal and are satisfied that the subcontractor/supplier is qualified to perform the work. Construction Manager shall make available to each proposed subcontractor, prior to the execution of the subcontract, complete copies of the Contract Documents to which the subcontractor will be bound by this Section 2.4.5 and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents. Each subcontractor shall similarly make copies of such documents available to its sub-subcontractors.
 - 2.4.5.1 All subcontracts shall: (1) require each subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to City by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to City at the election of City, upon termination of Construction Manager, (3) provide that City will be an additional indemnified party of the subcontract, (4) provide that City will be an additional insured on all insurance policies required to be provided by the subcontractor, except workman's compensation, (5) assign all warranties directly to City, and (6) identify City as an intended third-party beneficiary of the subcontract.
 - 2.4.5.2 Unless otherwise expressly agreed to by City in writing, all subcontracts shall provide: **LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY** The subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the City or Architect/Engineer or attributable to the City or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim. Each subcontract shall require that any claims by the subcontractor for delay must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the City, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

- 2.4.5.3 Sub-contractual Relations - The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the City, under the agreement, by the parties to the extent of the work to be performed by the subcontractor. Said agreements shall be made in writing and shall preserve and protect the rights of the City and Architect/Engineer under the Contract Documents, with respect to the Work to be performed by the subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each subcontractor to enter into similar agreements with its sub-subcontractor.
- 2.4.5.4 Insurance requirements for subcontractors shall be no more stringent than those requirements imposed on the Construction Manager by the City. The Construction Manager shall be responsible to the City for the acts and omissions of his/her employees, agents, subcontractors, their agents and employees, and all other persons performing any of the work or supplying materials under a contract to the Construction Manager.
- 2.4.5.5 If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP Addendum, the Construction Manager reserves the right to perform that portion of the Work, or negotiate for its performance for the specified line item lump sum amount or less.
- 2.4.6 A Public Construction Bond in the total amount of the GMP, along with all insurance certificates will be provided by the Construction Manager after approval of the GMP by the Commission, in the form attached hereto and incorporated herein as **Exhibit "M"**. No work shall be performed until these documents are provided and the certificates are current.
- 2.4.6.1 The Bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.
- 2.4.6.2 All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570, as amended by the audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department and A.M. Best rated A VIII or better.
- 2.4.6.3 If the surety on any Bond furnished by the Construction Manager is declared bankrupt, becomes insolvent, its right to do business is terminated in any state or it ceases to meet the requirements of Section 2.4.6.2, the Construction Manager shall within ten (10) days thereafter substitute another Bond and surety, both of which must be acceptable to the City.
- 2.4.6.4 All Bonds and insurance required by the Contract Documents to be purchased and maintained by the Construction Manager shall be obtained from surety or insurance companies that are duly licensed or authorized in the State of Florida to issue bonds or insurance policies for the limits and coverage so required. All bonds signed by an agent must be accompanied by a certified copy of authority to act.
- 2.4.7 Quality Control - The Construction Manager shall develop and maintain a written program, acceptable to the City's Representative and Architect/Engineer, to assure quality control of the construction. He/she shall supervise the work of all subcontractors, providing instructions to each when their work does not conform to the requirements of the Construction Documents, and he/she shall continue to exert his/her influence and control over each subcontractor to ensure that corrections are made in a timely manner, so as to not affect the efficient progress of the Work. Should disagreement occur between the Construction Manager and Architect/Engineer over acceptability of Work and conformance with the requirements of the Construction Documents, the City's Representative shall be the final judge of performance and acceptability, subject to the dispute provisions of this Agreement.
- 2.4.8 Submittals and Substitutions- Construction Manager shall carefully examine the Contract Documents for approval of materials to be submitted such as shop drawings, data, test results, schedules and

samples. Construction Manager shall submit all such materials in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. The Construction Manager shall also carefully review and certify for accuracy and completeness all shop drawings and other submittals and then forward the same to the Architect/Engineer for review and action. Within 14 days, the Architect/Engineer will transmit them back to the Construction Manager, who will then issue the submittals to the affected subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of it by the subcontractors. The Construction Manager shall advise the Architect/Engineer in writing which submittals or requests for clarification have the greatest urgency; the purpose being to enable the Architect/Engineer to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the City's Representative and Architect/Engineer in writing when timely response is not occurring on any of the above.

2.4.8.1 If Construction Manager wishes to furnish or use a substitute item of material or equipment, Construction Manager shall make application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and at least of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Construction Manager's achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with City for the Project) to adapt the design to the proposed substitute, and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement services shall be indicated. The application also shall contain an itemized estimate of all costs or savings that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Construction Manager to furnish, at Construction Manager's expense, additional data about the proposed substitute.

2.4.8.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Construction Manager may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Architect/Engineer, if Construction Manager submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by Architect/Engineer shall be the same as those provided herein for substitute materials and equipment.

2.4.8.3 Architect/Engineer shall be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer and City's Representative shall be the sole judges of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without City's and Architect/Engineer's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. City may require Construction Manager to furnish, at Construction Manager's expense, a special performance guarantee or other surety with respect to any substitute. The cost of such guarantee may be reimbursable from the City's Owner Allowance or Buyout Allowance funds, provided that this cost is presented with the proposed substitute. If City rejects the proposed substitute, at City's direction, City may require Construction Manager to reimburse City for the charges of Engineer and Engineer's consultants for evaluating the proposed substitute.

2.4.9 Subcontractor Interfacing - The Construction Manager shall be the single point of interface with all subcontractors for the City and the City's Representative, including the Architect/Engineer.

- 2.4.10 Permits - The Construction Manager shall secure and pay for all permits and/or licenses which are customarily secured by a General Contractor. If Construction Manager performs any Work without obtaining, or contrary to, such permits or licenses secured prior to commencement of work, Construction Manager shall bear all costs arising therefrom. Costs related to post commencement permitting requirements that were unknown to Contractor at the time of commencement shall be borne by the City. Cost for all re-inspections of Work found defective and subsequently repaired, shall be borne by the Construction Manager, unless such cost is not a result of negligence on the part of the Construction Manager.
- 2.4.11 Project Administration - The Construction Manager shall provide Project Administrative functions during construction to assure proper documentation, including, but not limited to, such things as the following:
- 2.4.11.1 Job Meetings – Hold weekly progress and coordination meetings, or more or less frequently, if required, to provide for the timely completion of the Work. In addition, a regular monthly Project status meeting will be held between the Architect/Engineer, City’s Representative and Construction Manager. The meetings shall serve as a tool for planning of work and enforcing schedules and for establishing procedures and responsibilities.
 - 2.4.11.2 Shop Drawing Submittals/Approvals – Check shop drawings and implement procedures to be approved by City’s Representative for submittal and transmittal to the Architect/Engineer and City’s Representative of such drawings for action, and closely monitor their submittal and approval process.
 - 2.4.11.3 Material and Equipment Expediting – Closely monitor material and equipment deliveries, follow-up procedures on supplier commitments of all subcontractors, and maintain a material and equipment expediting log.
 - 2.4.11.4 Payments to subcontractors - Develop and implement a procedure for review, processing, and payment of applications by subcontractors for progress and final payments.
 - 2.4.11.5 Document Interpretation (RFI) - Refer all questions for interpretation of the Construction Documents to the Architect/Engineer with a copy to the City’s Representative.
 - 2.4.11.6 Reports and Project Site Documents - Record the progress of the Project. Submit written progress reports to the City’s Representative and the Architect/Engineer including information on the subcontractors’ work, and the percentage of completion. Keep a daily log available to the City, the Engineer and the permitting authority’s inspectors.
 - 2.4.11.7 Subcontractors’ Progress - Prepare periodic punch lists for the subcontractors’ work, including unsatisfactory or incomplete items and schedules for their completion.
 - 2.4.11.8 Start-Up - With the City's personnel, direct the checkout of utilities, operations, systems and equipment for readiness and assist in their initial start-up and testing by the trade contractors.
 - 2.4.11.9 Safety – Provide a safety program for the Project to meet OSHA requirements. Monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with the best acceptable practice.
 - 2.4.11.10 Record Drawings - The Construction Manager shall monitor the progress of his/her own forces and his/her Subcontractors on marked up field prints, which at project completion, shall be sent to the Architect/Engineer, who will prepare the final record drawings. The Construction Manager shall continuously review “As-Built” Drawings and marked up progress prints to provide as much accuracy as possible.

- 2.4.11.11 Systems Maintenance and Instruction - The Construction Manager shall catalog operational and maintenance requirements of equipment to be operated by maintenance personnel and convey those to the City in such a manner as to promote their usability. The Construction Manager shall provide City's operations and maintenance personnel with operations and maintenance training with respect to the equipment and systems being provided as part of the Work. This training shall be videotaped by Construction Manager for subsequent presentation to City's operations and maintenance personnel.
- 2.4.11.12 Administrative Records - Construction Manager shall maintain in a safe place at the Project Site Office Facility, one record copy and one permit set of the Contract Documents, including, but not limited to, all Construction Documents, addenda, amendments, Change Orders, Construction Change Directive and Field Orders, as well as all written interpretations and clarifications issued by Architect/Engineer, in good order and annotated to show all changes made during construction. The record Contract Documents shall be updated by Construction Manager throughout the prosecution of the Work to accurately reflect all field changes that have been made to adapt the Work to field conditions, changes resulting from Change Orders, Construction Change Directive and Field Orders, and all concealed and buried installations of piping, conduit and utility services. Construction Manager shall certify the accuracy of the updated record Contract Documents. As a condition precedent to City's obligation to make a monthly progress payment, Construction Manager shall provide evidence, satisfactory to City's Representative and Architect/Engineer, that Construction Manager is fulfilling its obligation to update the record Contract Documents. All buried and concealed items, within the Project site, shall be accurately located on the record Contract Documents as to depth and in relationship to not less than 2 permanent features. The record Contract Documents shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in red. The record Contract Documents, together with all approved samples and a counterpart of all approved shop drawings, shall be available to City's Representative and Architect/Engineer for reference. In addition, the Construction Manager shall be required to maintain at the Project Site Office Facility on a current basis, electronic and/or copies of files and records such as, but not limited to the following:

Contracts [subcontracts]
Purchase Orders
Shop Drawing Submittal/Approval Logs
Equipment Purchase/Delivery Logs
Contract Drawings and Specifications with Addenda
Warranties and Guarantees
Cost Accounting Records
Labor Costs
Material Costs
Equipment Costs
Cost Proposal Requests
Payment Request Records
Meeting Minutes
Cost Estimates
Bulletin Quotations
Lab Test Reports
Insurance Certificates and Bonds
Contract Changes
Construction Change Directives
Permits
Purchase Orders
Material Purchase Delivery Logs
Technical Standards
Design Handbooks
"As-Built" Marked Prints
Operating & Maintenance Instruction

Daily Progress Reports
 Monthly Progress Reports
 Correspondence Files
 Transmittal Records
 Inspection Reports
 Bid/Award Information
 Bid Analysis and Negotiations
 Punch Lists
 PMIS Schedule and Updates
 Suspense (Tickler) Files of Outstanding Requirements
 Project Manual
 Job Photographs

2.5 Final Completion:

2.5.1 Substantial Completion: When the entire Work (or any portion thereof designated in writing by City) is ready for its intended use, Construction Manager shall notify City's Representative and Architect/Engineer in writing that the entire Work (or such designated portion) is substantially complete and request that Architect/Engineer prepare a Certificate of Substantial Completion (or a Certificate of Partial Substantial Completion), a copy of which is attached as **Exhibit "D"**. Said written notice from Construction Manager shall include a proposed punch list of all items of Work to be completed or corrected by Construction Manager. Within a reasonable time thereafter, City's Representative, Construction Manager and Architect/Engineer shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If City's Representative and Architect/Engineer do not consider the Work (or designated portion) substantially complete, Architect/Engineer shall notify Construction Manager in writing giving the reasons therefore. If City and Architect/Engineer consider the Work (or designated portion) substantially complete, Architect/Engineer shall deliver to Construction Manager the Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) which shall fix the date Substantial Completion for the entire Work (or designated portion thereof) is actually achieved by Construction Manager and include a final punch list of items to be completed or corrected by Construction Manager before final payment. Failure to include an item on the final Punch List does not waive City's right to demand completion of the item pursuant to the Contract Documents prior to or after final payment.

2.5.2 Final Acceptance: When Construction Manager believes it has fully performed all of the Services, including all punch list items, Construction Manager shall deliver to City's Representative all items listed on **Exhibit "G"**, which includes, but is not limited to, a written Release and Affidavit from Construction Manager certifying that all Work has been completed in accordance with the requirements of the Contract Documents. That written affidavit shall be in conformance with **Exhibit "E"** and shall be delivered to City's Representative by Construction Manager at the same time it submits its final Application for Payment. After receipt of such affidavit, the final Application for Payment and all other documents required for Project close-out, Architect/Engineer and City's Representative shall promptly inspect the Work to determine if all of the Work has been completed and is ready for Final Acceptance by City. If City's Representative and Architect/Engineer determine Construction Manager has completed the entire Work and performed all of the Services, City's Representative shall promptly approve the Final Completion Certificate of the Project, stating that, to the best of its knowledge, information and belief, and on the basis of its observations and inspections: (i) all of the Services have been completed in accordance with the requirements of the Contract Documents; (ii) the final balance due Construction Manager, as noted in the final Certificate for Completion, is due and payable; and (iii) all conditions precedent to Construction Manager's entitlement to final payment has been satisfied. Neither the final payment nor any retainage shall become due and payable until Construction Manager submits: (1) the final Release and Affidavit in the form attached to the Agreement as **Exhibit "E"**, (2) consent of surety to final payment, and (3) other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by City. City reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though Architect/Engineer may have issued its recommendations. Until

the Construction Manager completes all of its contractual obligations, with the exception of the Warranty period, neither the final payment nor any retainage shall become due and payable.

The City may occupy or take control of portions of the project providing the above items discussed in this paragraph have been completed and the "Substantial Completion", "Start-Up", "Record Drawing", and "Warranty" requirements specified in Article 2, Sections 2.4.11.8, 2.4.11.10, 2.5.1 and 2.6 have been completed to the City's satisfaction for the portions to be occupied, excluding the requirements for a warranty inspection eleven (11) months after Substantial Completion.

2.6 Warranty and Corrective Period

- 2.6.1 The Construction Manager shall warrant that all materials and equipment included in the Work will be new, except where indicated otherwise in Contract Documents, and that the Work will be of good quality, free from improper workmanship and defective materials and in conformance with the Construction Documents. Contractor's warranty (i) excludes damage caused by misuse, failure to provide Contractor notice and an opportunity to cure alleged defects and (ii) is in lieu of all other warranties, express or implied.
- 2.6.2 The Construction Manager shall collect and deliver to the City's Representative any specific written warranties given by others as required by the Contract Documents. Also, the Construction Manager shall conduct, jointly with the City's Representative and the Architect/Engineer, a warranty inspection eleven (11) months after the date of Substantial Completion of the Project. Construction Manager shall obtain and assign to City all express warranties given to Construction Manager by any subcontractors or by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Construction Manager further warrants to City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Further, any special warranty to be provided will be in such form as is acceptable to City and shall not include any exclusions, exceptions or modifications except to the extent approved by City in its sole discretion.
- 2.6.3 In addition to the express warranties provided for in Sections 2.6.1 and 2.6.2, and all other rights and remedies available to City at law or in equity, including any implied warranties City may be entitled to as a matter of law, Construction Manager shall promptly correct, upon receipt of written notice from City's Representative, any portion of the Work which is found to be defective or otherwise not in conformance with the requirements of the Contract Documents. In the event that any defective or non-conforming work is deemed by City in its sole discretion to present an immediate threat to safety or security, City shall be entitled to correct and fix such defective or non-conforming portions of the Work, and Construction Manager shall reimburse City for all costs and expenses incurred by City in performing such Work. This obligation to correct defective or nonconforming Work shall run for a period of one year (or such longer period of time as may otherwise be specified in the Contract Documents) commencing from the date Substantial Completion is achieved.
- 2.6.4 With respect to the correction of any defective or nonconforming Work, Construction Manager shall be liable for all damage to any part of the Work itself and to any adjacent property which is caused by such corrective work. Construction Contingency Funds may be utilized to correct such damage provided that damage was not caused by negligence on the part of the Construction Manager. Construction Manager's warranty excludes remedy for damage or defect caused by City's abuse, modifications not performed by Construction Manager, improper or insufficient maintenance by City (unless such maintenance was performed in accordance with the directions from Construction Manager), improper operation by City (unless such operations were performed in accordance with the directions from Construction Manager), or normal wear and tear under normal usage.

ARTICLE 3

CITY'S RESPONSIBILITIES

3.1 City's Information:

The City shall provide full information regarding the requirements for the Project.

3.2 City's Representative:

The City shall designate in writing any additional representatives authorized to act on the City's behalf with respect to the Project, together with the scope of his/her respective authority. In no event, shall any delegation of authority be contrary to State, County or City laws or codes. Such designations as of the date hereof are set forth in Section 1.3.18. Functions that this Agreement provides, which will be performed by the City, can be delegated by written notice to the Construction Manager from the City. The designation(s) of City's Representative, as set forth in Section 1.3.18, may be amended from time to time by the City, pursuant to written notice to the Construction Manager of such amendment. The Construction Manager shall be entitled to rely on directions (and it shall be required to follow directions) from the City's Representative within the authority conferred by the Commission in this Agreement or any Amendment or Change Order to this Agreement. The City of Kissimmee Commission hereby authorizes the City's Representative to: (1) act as the Board's agent and execute documents associated with the Project. Examples of these documents are Notices of Commencement, Certificates of Substantial and Final Completion and permits from applicable agencies; (2) administer, coordinate, interpret and otherwise manage the contractual provisions and requirements of this Agreement; (3) negotiate a duly authorized Change Order on behalf of the City; and (4) issue a duly authorized memorandum, letter or other instrument covering the services and work to be provided pursuant to this Agreement. Directions and decisions made by City's Representatives shall be binding on the City. The City's Representative does not have the authority to authorize work beyond the scope of the Contract Documents.

The City additionally authorizes the City Manager, or his designee, in conjunction with the City's Representative, to authorize individual changes in the Work up to \$50,000.00. Said changes shall be funded from the City's Allowance and shall not cause an increase to City's Project Budget.

3.3 Design Engineer and Engineer's Agreement:

The City shall retain an Architect/Engineer for design and to prepare Construction Documents for the Project. The Architect/Engineer's services, duties and responsibilities are described in the Agreement between the City and the Architect/Engineer, a copy of which will be furnished to the Construction Manager.

3.4 Site Survey and Reports:

The City shall provide for the site of each Project all surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description.

3.5 Approvals and Easements:

The City shall pay for necessary approvals, properties, easements, assessments and charges required for the construction, use or acceptance of permanent structures or for permanent changes in existing facilities.

3.6 Legal Services:

The City shall furnish such legal services as may be necessary for providing the items set forth in Article 3, Section 3.5, and such auditing services as it may require.

3.7 Construction Documents:

The Construction Manager will be furnished a reproducible set of all copies of the Construction Documents reasonably necessary and ready for printing.

3.8 Cost of Surveys & Reports:

The services, information, surveys and reports required by the above paragraphs shall be furnished with reasonable promptness in accordance with the approved schedule at the City's expense. Construction Manager shall rely upon the accuracy and completeness thereof as noted in the various reports and surveys. Additional reports or surveys deemed to be necessary by the Construction Manager shall be obtained by the Construction Manager.

3.9 Project Fault Defects:

If the City becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents, the City shall give prompt written notice thereof to the Construction Manager and Architect/Engineer.

3.10 Funding:

The City shall furnish, in accordance with the established Master Program Schedule, reasonable evidence satisfactory to the Construction Manager that sufficient funds will be available and committed for the cost of each part of the Project. The Construction Manager shall not commence performance of any Services, unless authorized in writing by the City.

3.11 Permitting & Code Inspections:

The City and Construction Manager shall coordinate with the appropriate permitting authorities.

ARTICLE 4

CONTRACT TIME

4.1 The total period of time beginning with the Construction Phase Commencement Date and ending on the date of Final Completion of the Work is referred to hereafter as the "Contract Time". With respect to the Construction Phase Services, the "Construction Phase Commencement Date" shall be established in the GMP Addendum. No portion of the Work, with respect to the Construction Phase Services, shall be performed prior to the Construction Phase Commencement Date, unless expressly approved in advance by City in writing. The GMP Addendum shall also include the date that portion of the Work associated with the Construction Phase Services must be substantially completed by Construction Manager. The "Substantial Completion" date shall be established in terms of calendar days after the Construction Phase Commencement Date. Unless noted otherwise, the Final Completion Date is 45 (forty-five) days after Substantial Completion. In the event Construction Manager and City fail to reach an agreement on the Contract Time, City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the Pre Construction Phase Services earned to the date of termination plus that portion of any earned compensation associated with any Construction Phase Services provided, to the extent such services were expressly approved in advance and in writing by City; but Construction Manager shall not be entitled to any further or additional compensation from City, including, but not limited to, damages or lost profits on portions of the Work not performed.

4.2 Liquidated Damages. City and Construction Manager recognize that, since time is of the essence for this Agreement, City will suffer financial loss if the Work associated with the Construction Phase is not substantially completed within the time specified in the GMP Addendum, as said time may be adjusted as provided for herein. In such event, the total amount of City's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a public construction project that will, when completed, benefit the public in the City of Kissimmee, Florida. It is hereby agreed that it is appropriate and fair that City receive liquidated damages from Construction Manager, if Construction Manager fails to achieve Substantial Completion of the Work within the required Contract Time. Should the Contractor not meet the Substantial Completion Date as set forth herein as adjusted by approved Change Order, plus 30 days "Grace Period", liquidated damages will be assessed at a daily rate of \$1500 for each calendar day thereafter until Substantial

Completion is achieved. Construction Manager hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represent a fair and reasonable estimate of City's actual damages at the time of contracting if Construction Manager fails to substantially complete the Work in a timely manner.

Liquidated Damages shall be capped at a maximum value not to exceed two times Contractor's fee, and except as expressly provided in the Contract Documents, the ultimate amount so determined shall be the sole and exclusive monetary remedy for delays whether at law or in equity recoverable against Contractor by the owner for all monetary damages relating solely to delays in Substantial Completion. The parties reserve all other rights available to each of them under this Agreement with respect to delays in Substantial Completion.

ARTICLE 5

CONTRACT TIME EXTENSIONS

- 5.1 Should Construction Manager be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Construction Manager, and not due to its fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes, lockouts, utility work being performed within the Project limits, or by unusually severe weather conditions by comparison with the ten year Osceola County, Florida average not reasonably anticipatable, Construction Manager shall notify City's Representative and Architect/Engineer, in writing within seven (7) calendar days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Construction Manager may have had to request a Contract Time Extension. Contract Time Extension requests shall be evaluated through the Change Order process.
- 5.2 If Construction Manager encounters on the Project site any materials reasonably believed by Construction Manager to be petroleum, or petroleum related products, or other hazardous or toxic substances which have not been rendered harmless, Construction Manager immediately shall: (i) stop Work in the area affected, and (ii) report the condition to City's Representative in writing. If the Work is so stopped in excess of ten (10) days and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Further, if the hazardous material was generated or caused by the Construction Manager or any of its employees, agents, subcontractors, or material suppliers, no Change Order will be required for an adjustment in the Contract Time and Construction Manager shall indemnify the City and hold City harmless for any costs incurred by the City with respect to such material.
- 5.3 NO DAMAGES FOR DELAY. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which the City and Architect/Engineer may be responsible, in whole or in part, shall relieve Construction Manager of his/her duty to perform, or give rise to any right to damages or additional compensation from the City. Construction Manager's sole remedy, if any, against the City will be the right to seek an extension to the Contract Time and the payment of additional Costs of the Work and associated increase in the Construction Manager's Fee, as allowed pursuant to Article 6. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion. In no event shall the City be liable to Construction Manager, whether in contract, warranty, tort (including negligence or strict liability) or otherwise for any acceleration, soft costs, lost profits, special, indirect, incidental, or consequential damages of any kind or nature whatsoever.

ARTICLE 6

CONTRACT AMOUNT

- 6.1 In consideration of the full and faithful performance by the Construction Manager of the covenants in this Agreement, City agrees to pay, or cause to be paid, to Construction Manager the following amounts (hereinafter collectively referred to as “Contract Amount”), in accordance with the terms of this Agreement and with the Hourly Rate Schedule attached hereto and incorporated herein as **Exhibit “K”**. The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.
- 6.1.1 Pre-Construction Phase Services - For all Pre-Construction Phase Services enumerated in this Agreement, including, but not limited to, providing value engineering, reviewing documents for constructability, assisting and meeting with the Owner and the Design professionals, preparing cost estimates and schedules and preparing the draft GMP Proposal, Construction Manager shall receive a fixed amount agreed to, between the parties, for each Project.
- 6.1.2 Construction Phase Services – With respect to the Construction Phase Services to be provided by Construction Manager, City shall: 1) reimburse Construction Manager for the Cost of the Work; and 2) pay the Construction Manager a Construction Manager’s Fee to be negotiated as part of the GMP Addendum process.
- 6.1.2.1 Construction Manager’s Fee: The Construction Manager’s Fee shall be Construction Manager’s total compensation for the Construction Manager’s profit on the Cost of the Work, as defined below. Construction Manager agrees to provide City with a GMP Proposal for the total sum of the Construction Manager’s Fee, plus the Cost of the Work, plus the Construction Manager’s Contingency, after the Construction Manager determines the Construction Documents are sufficiently complete.
- 6.1.2.2 The GMP Proposal shall be based upon actual subcontractor cost proposals with the various subcontractors. Further, the proposal shall be broken down into the categories and level of detail required by City’s Representative. Construction Manager agrees that all its books, records and files, with respect to its development of the GMP Proposal, shall be open to City for review and copying. The final GMP Proposal shall be mutually agreed upon by City and Construction Manager and shall be set forth in the GMP Addendum (**Exhibit “C”**). The GMP Addendum shall further identify the drawings, specifications (Schedule 1 of the GMP Addendum) and other descriptive documents (Schedule 4 of the GMP Addendum) upon which the GMP is based. The Construction Manager guarantees that in no event shall the sum of the Construction Manager’s Fee, the total Cost of the Work, and the Construction Manager’s Contingency exceed the GMP. The Construction Manager acknowledges multiple GMP Addendums may be required for the portions of the Project to support the Project phasing and schedule.
- 6.1.2.3 The amount to be paid for Construction Manager’s Fee shall be stated in the GMP Addendum. The Construction Manager’s Fee shall be paid proportionally to the ratio of the Cost of the Work completed. The balance of the Construction Manager’s Fee shall be paid at Final Completion. If construction is authorized for a portion of the Project, the Construction Manager’s Fee shall be paid proportionally to the amount of the Work authorized by the City.
- 6.1.2.4 In the event Construction Manager and City fail to reach an agreement on the GMP, City may elect to terminate this Agreement. In the event of any such termination, Construction Manager shall be entitled to receive that portion of the Contract Amount attributable to the completed Pre-Construction Phase Services; but Construction Manager shall not be entitled to any further additional compensation from City, including but not limited to damages or lost profits on portions of the Work not performed. Construction Manager may be required to continue to provide all other agreed upon Pre-Construction services.
- 6.1.2.5 The Construction Manager will not be due any increases in the Construction Manager’s Fee on increases in the GMP value that do not exceed a cumulative total of a specified amount

for each Project which shall be stated as a “nominal overage” in the GMP Addendum. Should the GMP value be increased by more than such nominal overage amount under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager's additional Construction Manager's Fee will be (5) five percent of that portion of the accumulative increases in the GMP value that exceed the GMP value by more than such nominal overage amount.

- 6.1.3 Cost of the Work. The Phrase “Cost of the Work” shall mean all costs necessarily and reasonably incurred by Construction Manager in the proper performance of the Construction Phase Services portion of the Services. Such costs shall be at rates not higher than the standard paid at the place of the Project except with the prior written consent of City only after Construction Manager has provided sufficient support in writing that exceptional circumstances exist, which justify the payment of rates higher than the standard. The Cost of the Work shall include only those items set forth below in this subsection 6.1.3:

6.1.3.1 Construction Phase Costs: The following items constitute the elements that can be included in the Construction Phase Cost calculations.

- 6.1.3.1.1 Wages of construction workers directly employed by Construction Manager to perform the construction of the Work at the Project site or, with City's written agreement, at off-site workshops;
- 6.1.3.1.2 Wages of Construction Manager's supervisory, technical and administrative personnel who are stationed at the Project site as specified in Schedule 1 to the proposed GMP;
- 6.1.3.1.3 Wages of Construction Manager's supervisory and administrative personnel engaged at factories, workshops or on the road in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work and only with City's written agreement;
- 6.1.3.1.4 Wages of Construction Manager's supervisory, technical, and administrative personnel when assigned to this Project and specifically working on this Project in the Construction Manager's administrative or home office, as specified in Schedule 1 to the proposed GMP;
- 6.1.3.1.5 Payments made by Construction Manager to subcontractors in accordance with the requirements of the applicable written subcontracts;
- 6.1.3.1.6 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents;
- 6.1.3.1.7 Cost of all materials, supplies and equipment incorporated in the Project, including costs of transportation and storage thereof;
- 6.1.3.1.8 Minor expenses at the site, such as internet, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project to be billed at cost.

6.1.3.2 Subcontract and Material Costs. All Subcontractor Costs will be documented and signed by Subcontractor invoices and all material costs will be documented by copies of invoices. Subcontract and Material Costs may also be referred to as “Reimbursable Costs”. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement, unless otherwise specifically stated herein, shall be reimbursed per the City's Reimbursable Schedule that is attached hereto as **Exhibit “J”** and made a part of this Agreement. Reimbursable Costs shall include:

- 6.1.3.2.1 Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the site of the Project, whether rented from the Construction Manager or other, including installation, repairs and replacement, dismantling, removal, costs of lubrication, transportation and delivery costs thereof, which are used in the support of a sub-contractor or the Construction Manager's own forces in the performance of the work, at rental charges consistent with those prevailing in the area;
- 6.1.3.2.2 Cost of the premiums for all insurance and cost of premiums for all bonds, which the Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of __%, to be stated in the GMP Addendum of the final Contract Amount, adjusted to include any previously deducted City Direct Purchase amounts, and Construction Manager bonds will be cost at a fixed rate of __%, to be stated in the GMP Addendum. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. **There shall be no Construction Phase Fee on this item;**
- 6.1.3.2.3 Losses and expenses sustained by the Construction Manager in connection with the work, not compensated by insurance, including deductibles, provided they have resulted from causes other than the negligent misconduct of Construction Manager;
- 6.1.3.2.4 Sales, use, gross receipts or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Construction Manager is liable;
- 6.1.3.2.5 The cost of corrective work, subject to the GMP, except for any corrective work made necessary because of defective workmanship, or other causes due to the negligence of the Construction Manager or his/her subcontractors or suppliers. No costs shall be paid by the City to the Construction Manager for any expenses made necessary to correct defective workmanship, or to correct any work not in conformance with the Plans and Specifications, or to correct any deficiency or damage caused by negligent acts by the Construction Manager;
- 6.1.3.2.6 Costs for repairs and maintenance, which are consistent with industry standards associated with work required during the warranty period, which may be the responsibility of Construction Manager. This shall not apply to work, which is the responsibility of Subcontractors, except in the case of a subcontractor's default;
- 6.1.3.2.7 Costs for trash and debris control and removal from the site;
- 6.1.3.2.8 Costs incurred due to an emergency affecting the safety of persons and property;
- 6.1.3.2.9 Legal costs reasonably and properly resulting from prosecution of the Project for the City, including handling claims for changes by Subcontractors and Vendors, subject to the following limitations: 1) The City approved, in writing, incurring such costs in advance, which approval shall be in the City's sole discretion; and 2) the legal costs were not incurred as result of the Construction Manager's own negligence or default. This paragraph does not provide for payment of legal costs incurred in preparing or asserting claim or requests, by Construction Manager itself, for change orders, or in enforcing the obligations of this Agreement;
- 6.1.3.2.10 Transportation outside of the City for those personnel employed directly for the project, not including relocation expenses. Such transportation must be extraordinary and be approved in advance by the City's Representative, and will be in accordance with the Construction Manager's standard personnel policy;

- 6.1.3.2.11 Costs of all reproductions used for bidding or information purposes required by the Project to directly benefit the project;
- 6.1.3.2.12 Costs for watchman and security services for the project, if necessary;
- 6.1.3.2.13 Costs for efficient logistical control of the Project, including horizontal and vertical transportation of materials and personnel. Also, costs for adequate storage and parking space;
- 6.1.3.2.14 Costs for such temporary facilities and temporary protection during construction, as approved by the City, including temporary water, heat, power, sanitary facilities, telephones, radios and computers with software;
- 6.1.3.2.15 Costs for any job site items not referenced herein, not normally provided by the subcontractors, which will be provided by the Construction Manager as required to complete the Work;
- 6.1.3.2.16 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities (including Project field offices, furniture and fixtures), temporary utilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site and fully consumed in the performance of the Work; and costs less salvage value on such items if not fully consumed, whether sold to others or retained by Construction Manager;
- 6.1.3.2.17 Rental charges, at standard industry rates for the area, for temporary facilities, machinery, vehicles, equipment, and hand tools not customarily owned by the construction workers, which are provided by Construction Manager at the Project site, whether rented from Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of all equipment rented, whether from Construction Manager or others, shall be subject to the prior written approval of City's Representative;
- 6.1.3.2.18 Costs, fees and assessments for the building permit and for other permits, licenses and inspections for which Construction Manager is required by the Contract Documents to pay;
- 6.1.3.2.19 Cost of Public Information Programs or other neighborhood functions hosted by Construction Manager at the direction of City's Representative;
- 6.1.3.2.20 Costs of testing laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded pursuant to the terms of this Agreement;
- 6.1.3.2.21 Cost of documentation, inspection and testing as required for the preparation of the FDOT Final Estimate and implementation of the FDOT Contractor Quality Control process;
- 6.1.3.3 Costs Not To Be Reimbursed. The Cost of the Work shall not include the following items: Except as provided in Article 6, Section 6.1.3.1:
 - 6.1.3.3.1 Temporary living and travel expenses of employees who are not relocated, but are assigned to the Project;

- 6.1.3.3.2 Except as provided in the Fringe Benefits rate included in Article 6, Section 6.1.3.1.4, expenses of Construction Manager's principal office and offices other than the Project site office;
- 6.1.3.3.3 Overhead and general expenses, except as may be expressly included in Article 6, Section 6.1.3.1 and 6.1.3.2;
- 6.1.3.3.4 Construction Manager's capital expenses, including interest on Construction Manager's capital employed for the Work;
- 6.1.3.3.5 Rental costs of machinery and equipment, except as specifically provided in Article 6, Section 6.1.3.2.1;
- 6.1.3.3.6 Except as expressly provided in Article 6, Section 6.1.3.2.5, costs due to the negligence of Construction Manager, subcontractors, anyone directly or indirectly employed by any of them, or for whose acts any of them may be liable, including, but not limited to, costs for the correction of damaged, defective, or nonconforming Work, disposal and replacement of materials and equipment incorrectly ordered or supplied;
- 6.1.3.3.7 Any costs not specifically and expressly described in Article 6, Section 6.1.3.1 and 6.1.3.2 above;
- 6.1.3.3.8 Construction Manager is responsible, without reimbursement from City, for re-inspection fees and costs; to the extent such re-inspections are due to the negligence of the Construction Manager;
- 6.1.3.4 Adjustments in Construction Phase Costs: For changes in the Project as provided in Article 7, the Construction Phase Costs shall be adjusted as follows:
 - 6.1.3.4.1 The Construction Manager shall be paid an additional amount, subject to negotiation, if the Construction Manager is placed in charge of reconstruction of an insured or uninsured loss, excluding any condition that may have been caused from negligent acts by the Construction Manager.
 - 6.1.3.4.2 Should the construction duration for any phase extend longer than stipulated above, there shall be no additional Construction Phase Costs or Construction Manager's Fee paid to the Construction Manager, unless such delays are as defined in Article 7.
- 6.1.4 City's Allowance: The GMP Addendum shall include the City's Owner Allowance, which permits the City to authorize the Construction Manager to perform work which may not have been specifically addressed in the original contract documents, but which the City deems necessary for the project. The City's Allowance is also intended to protect against price increases between the GMP Addendum and the completion of the 100% Construction Documents, as well as for the purpose of defraying the expenses due to unforeseen circumstances relating to construction, and for price increases attributable to any code compliance reviews. The Construction Manager will be required to furnish documentation evidencing expenditures charged to the City's Allowance prior to the release of funds by the City. Documentation for use of the City's Allowance shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. The Architect/Engineer shall verify the actual costs. The maximum dollar amount of permitted Allowance Work shall be 5% of the GMP or \$250,000, whichever is less. The City Manager or his designee can approve the use of the City's Allowance up to \$50,000 per occurrence. When allowance funds are utilized for changes and/or additions to the work, the CM shall submit a written request to the City's Representative, in the same manner as a change order request. The City's Representative shall prepare an Allowance Authorization Release, in form attached here to as Exhibit "I" to this Agreement.

The GMP Addendum may, at the City's discretion, also contain allowance time, not to exceed ten (10) percent of the total amount of time allotted for the work. This time shall be used for any unforeseen changes to the work which may cause the time to be extended and will be granted via an Allowance Authorization Release, approved by the City Manager or his designee.

6.1.4.1 Following the full execution of the GMP Addendum, at a point mutually agreed upon between the City's Representative and Construction Manager, the net amount of the buyout will be reviewed. If the net amount of the total buyout results in excess funds being required, those funds may be taken from the City's Allowance. If the net amount of the buyout results in a savings, the savings will be assigned to the City's Buyout Allowance.

6.1.5 The City's Buyout Allowance shall be created by savings generated by the subcontractor buyout, unused contingency funds, and also by reductions in scope that otherwise could reduce the GMP. The intent of this City's Buyout Allowance is to allow funds already approved within the GMP Addendum to remain and be used at the City's discretion for scope issues that may become required and/or desired during the course of the project. Authorizations up to \$25,000, for the use of the City's Buyout Allowance, will be granted by the City Manager, or his designee. Authorizations for more than \$25,000 will be required to be obtained from the Board.

ARTICLE 7

CHANGE IN THE PROJECT

7.1 Change Orders:

7.1.1 City shall have the right, at any time during the progress of the Work, to increase or decrease the Work. Promptly after being notified of a change, but in no event more than 14 days after its receipt of such notification (unless City's Representative has agreed in writing to a longer period of time), Construction Manager shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or for minor changes ordered by the Architect/Engineer, no addition or changes to the Work shall be made except upon written order of City, and City shall not be liable to Construction Manager for any increased compensation or adjustment to the Contract Time without such written order.

7.1.2 A Change Order, in form attached here to as **Exhibit "H"** to this Agreement, shall be prepared by City's Representative, reviewed by Architect/Engineer and Construction Manager, and executed promptly by the parties after an agreement is reached between Construction Manager and City, concerning the requested changes. Construction Manager shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as City and Construction Manager shall mutually agree.

7.1.3 Notwithstanding anything in the Contract Documents to the contrary, if conditions are encountered at the Project site which are: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, or (2) unknown physical conditions of any unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, and which reasonably would not have been discovered by Construction Manager as part of its scope of site investigative services required pursuant to the terms of the Contract Documents, then Construction Manager shall provide City's Representative with prompt written notice thereof before conditions are disturbed and in no event later than 48 hours after first observance of such conditions. City's Representative and Architect/Engineer shall promptly investigate such conditions and, if they differ materially and cause an increase or decrease in Construction Manager's cost of, or time required for, performance of any part of the Work, City will acknowledge and agree to an equitable adjustment to the Contract Amount or Contract Time, or both, for such Work. If City's Representative determines that the conditions at the site are not materially different from those indicated in the Contract Document or not of an unusual nature or should have been discovered by Construction Manager as part of its investigative services, and that no change in the terms of the Contract is justified, City shall so notify Construction Manager in

writing, stating its reasons. Claims by Construction Manager in opposition to such determination by City must be made within 48 hours after Construction Manager's receipt of the written determination of City's Representative. If City's Representative and Construction Manager cannot agree on an adjustment to the Contract Amount or Contract Time, the parties shall comply with the dispute resolution procedure set forth in the Contract Documents.

- 7.1.4 The increase or decrease in the GMP as set forth in the GMP Addendum resulting from a change in the Project shall be determined in one or more of the following ways: 1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Architect/Engineer and City's Representative, or 2) by unit prices stated in the Agreement or subsequently agreed upon.
- 7.1.5 If none of the methods set forth in Article 7, Section 7.1.4 is agreed upon, the Construction Manager, provided he/she receives a written order signed by the City, shall promptly proceed with the Work involved. The increase or decrease in the GMP shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Construction Manager shall establish an estimated cost of the work and the Construction Manager shall not perform any work whose cost exceeds that estimate, without prior written approval by the City's Representative. In such case, and also under Article 7, Section 7.1.4 above, the Construction Manager shall keep and present, in such form as the City's Representative may prescribe, an itemized accounting together with appropriate supporting data of the increase in the Cost of the Work as outlined in Article 6., Section 6.1.3.2. Should Contractor not agree with this method of calculation Contractor may, without delaying the prosecution of the work, submit a Claim for relief consistent with the terms of this Agreement. Contractor shall ensure that any subcontractor dispute is subject to the same Claims procedure.
- 7.1.6 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order, and that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the City or the Construction Manager, the applicable unit prices and GMP shall be equitably adjusted.
- 7.1.7 In the event the Construction Manager encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, petroleum waste, biohazardous substances, radioactive waste or any other substance falling within the category of hazardous or toxic waste under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or any other state or federal environmental statute or regulation, hereinafter collectively referred to as "hazardous waste," the Construction Manager shall immediately stop Work in the area affected and report the condition to the City in writing. City shall thereafter, as soon as reasonably possible, conduct a thorough investigation to determine if the suspected material in the affected area is in fact hazardous waste and shall certify to Construction Manager that such material is not hazardous waste, or if such material is in fact hazardous waste that such hazardous waste has been abated and that it is safe to return to the affected area and resume work. The Construction Manager may require the City to furnish copies of reports of tests conducted by a qualified testing laboratory acceptable to Construction Manager verifying the absence of such hazardous waste before Construction Manager will be required to resume work. The Contract time and amount shall thereafter be equitably adjusted to account for the time lost due to the encountering of the hazardous waste and the reasonable cost associated therewith. The Construction Manager shall, through an analysis of network schedule, prove such time delays and associated costs.
- 7.1.8 The Construction Manager shall not be required to perform any work relating to hazardous waste without consent pursuant to the changes clause herein.
- 7.1.9 *Intentionally omitted.*
- 7.1.10 Claims for Additional Cost or Time: All claims for additional cost or time, in excess of what is addressed in Article 6.1.4, shall be made by request for a Change Order submitted as provided in this Article. The Substantial Completion date shall be extended by Change Order for such reasonable time

as the Construction Manager may determine. If the Construction Manager is delayed at any time in the progress of the Work by any act or neglect of the City or the Architect/Engineer or of any employee of either or by any separate Construction Manager employed by the City or by any changes ordered in the work by labor disputes, fire, or unusual delay in transportation, unavoidable casualties or any causes beyond the Construction Manager's control or by delay authorized by the City pending resolution of disputes, and such delay extends the completion date, then the dates for completion may be equitably adjusted. Only delays, which are determined to extend the critical path of the schedule for constructing the project, will result in a time extension.

- 7.1.11 Minor Changes in the Project: The City will have authority to order minor changes in the Project not involving an adjustment in the Contract Amount or Contract Time and not inconsistent with the intent of the Construction Documents. Such changes shall be submitted in writing. The Documentation of changes shall be determined by the Construction Team, included in the Project Manual and displayed monthly in the PMIS. Changes shall be approved by the City and Architect/Engineer.
- 7.1.12 Emergencies: In any emergency affecting the safety of persons or property, the Construction Manager shall act at his/her discretion, to prevent threatened damage, injury or loss. Any increase in the GMP or extension of time claimed by the Construction Manager on account of emergency work shall be determined as provided herein. Construction Manager shall take immediate action to prevent injury to any person or damage to any property (including the Work and any adjacent property) which otherwise might arise from an emergency event at the Project Site. If conditions are such that it is safe to return to the Project site, Construction Manager shall give Architect/Engineer written notice within 48 hours after the occurrence of the emergency, if Construction Manager believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Architect/Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Construction Manager fails to provide the 48-hour written notice noted above, Construction Manager shall be deemed to have waived any right it otherwise may have had to seek and adjustment to the Contract Amount or an extension to the Contract Time. Construction Manager is obligated to promptly report in writing to City all accidents relating to the Work that result in any personal injury or property damage.

ARTICLE 8

PAYMENTS TO THE CONSTRUCTION MANAGER

8.1 Progress Payments

- 8.1.1 Construction Manager's monthly Applications for Payment shall be in a form, as shown in **Exhibit "F"**, and shall contain such detail and backup as City reasonably may require. Such detail and backup shall include documentation of actual payments made.
- 8.1.2 At the time it submits its GMP Proposal to City, Construction Manager shall submit to City's Representative and Architect/Engineer, for their review, a Schedule of Values based upon the GMP Proposal. The Schedule of Values will be based on the major items of work. The Schedule of Values will be structured so that the costs of the major items of work can be allocated to the various elements of work. The Schedule of Values shall be updated for the current month Change Orders and submitted each month to Architect/Engineer along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit "F"**.
- 8.1.3 If the payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at an approved location off site, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that City has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect City's interest therein, all of which shall be subject to City's satisfaction.
- 8.1.4 Construction Manager shall submit a notarized original of its monthly Application for Payment to City's Representative, or Architect/Engineer, as directed by the City's Representative, on a monthly basis, on or before the 25th of each month. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. Within seven calendar days after receipt of each Application for Payment, Architect/Engineer shall submit to City's Representative, a certification of the Application for Payment in the amount recommended by Architect/Engineer as being due and owing Construction Manager. Upon approval by City's Representative, payment shall be made to Construction Manager in accordance with the Florida Prompt Payment Act Statute 218.735. As a condition to the application for the monthly partial pay requisition, the Construction Manager agrees that all as-built information will be recorded within 30 days after receipt of information that a change to the Construction Documents has occurred.
- 8.1.5 Ten percent (10%) retainage shall be held on all payments until the Construction Phase is 50% complete, except when approved by the City, certain suppliers and subcontractors may be paid the entire amount due when such payment is generally the practice of the industry. After 50% completion, the amount of retainage shall be reduced from 10% to 5%, in accordance with Section 255.078, Florida Statutes. Retainage shall not be withheld on services or fees set forth in Article 6, Section 6.1.2 and 6.1.3.
- 8.1.6 Monthly payments to Construction Manager shall in no way imply approval or acceptance of Construction Manager's work.
- 8.1.7 Each Application for Payment shall be accompanied by a Release and Affidavit showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full through the previous month's Application for Payment. City shall not be required to make payment until and unless these affidavits are furnished by Construction Manager. Further, if Construction Manager is withholding any portion of a payment to any subcontractor for any labor, services, or materials for which City has paid Construction Manager, Construction Manager agrees to refund such money to City.

8.2 Payments Withheld

Architect/Engineer shall review each Application for Payment submitted by Construction Manager and shall make recommendations to City's Representative as to the proper amounts, if any, which may be owed Construction Manager under the Application for Payment. Both Architect/Engineer and City's Representative shall have the right to refuse to certify or approve for payment any amounts, or portions thereof, requested by Construction Manager in an Application for Payment, and City's Representative may withhold any payments otherwise due Construction Manager under this Agreement, to the extent it is reasonably necessary, to protect City from any expense, cost or loss attributable to: (a) defective or deficient Work not properly remedied in accordance with the terms of the Contract Documents; (b) the filing or reasonable evidence indicating the probable filing of third party claims against City attributable to the negligence of Construction Manager; (c) Construction Manager's failure to make timely and proper payments to all subcontractors and suppliers; (d) reasonable evidence that the remaining Work cannot be completed for the unpaid Contract Amount balance; (e) reasonable evidence indicating that the remaining Work cannot be completed within the remaining Contract Time; (f) Construction Manager's failure to satisfactorily prosecute the Work in accordance with the requirements of the Contract Documents; or (g) any other material breach of the requirements of the Contract Documents by Construction Manager. City shall have the right, but not the obligation, to take any corrective action City deems appropriate to cure any of the above noted items (including withholding Contractor payment), at the Construction Manager's expense, if Construction Manager has not started with a cure, to the City's reasonable satisfaction, of any of the above noted items within ten working days after Construction Manager's receipt of written notice from City.

8.3 Final Payment.

City shall make final payment to Construction Manager provided the Work is finally accepted by City in accordance with Article 2, Section 2.5.2, and provided that Construction Manager first, and as an explicit condition precedent to the accrual of Construction Manager's right to final payment, shall have furnished City with a properly executed and notarized final release (conditioned only upon receipt of final payment) in the form of the Release and Affidavit attached to the Agreement as **Exhibit "E"**, as well as a duly executed copy of the surety's consent to final payment and such other documentation that may be required by the Contract Documents or City. Construction Manager's acceptance of final payment shall constitute a full waiver of any and all claims by Construction Manager against City arising out of this Contract or otherwise relating to the Project, except those identified in writing by Construction Manager as unsettled in the final Application for Payment. Neither the acceptance of the Work nor the payment by City shall be deemed to be a waiver of City's right to enforce any obligations of Construction Manager hereunder or to the recovery of damages for defective Work not discovered by City's Representative or Architect/Engineer at the time of final inspection. The Project will be considered complete when all Work has been completed and accepted by the City Commission. The Construction Manager will then be released from further obligation except as set forth in Section 2.6 Warranty.

ARTICLE 9

INSURANCE, WAIVER OF SUBROGATION, AND INDEMNITY

9.1 Construction Manager's Insurance:

9.1.1 The Construction Manager shall not commence any construction work in connection with this Agreement until he/she has obtained all of the following types of insurance and such insurance has been approved by the City, nor shall the Construction Manager allow any subcontractor to commence work on his/her subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida with an A.M. Best & Company rating of no less than A. The insurance company must have a current A.M. Best & Company financial rating of Class VIII or higher. The insurance company must be duly licensed and authorized by the Department of Insurance of the State of Florida to transact the appropriate insurance business in the State of Florida. The insurance company must have been in such insurance business continuously for not less than 5 years prior to the date of the execution of this Agreement.

- 9.1.2 Worker's Compensation Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his/her employees connected with the work of this Project and, in case any work is sublet, the Construction Manager shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Construction Manager. Such insurance shall comply with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker's Compensation statute, the Construction Manager shall provide adequate insurance, satisfactory to the City, for the protection of employees not otherwise protected. Employers' liability shall be set at \$1,000,000/1,000,000/1,000,000.
- 9.1.3 Construction Manager's Public Liability and Property Damage Insurance - The Construction Manager shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself/herself or by anyone directly or indirectly employed by him/her, and the amount of such insurance shall be minimum limits as follows:
- 9.1.3.1 Construction Manager's Comprehensive General, \$1,000,000 Each (\$2,000,000 aggregate) Liability Coverages, Bodily Injury Occurrence, & Property Damage Combined Single Limit
 - 9.1.3.2 Automobile Liability Coverages, \$1,000,000 Each Bodily Injury & Property Damage occurrence, Combined Single Limit
 - 9.1.3.3 Excess Liability, Umbrella Form \$2,000,000 Each Occurrence, Combined Single Limit
 - 9.1.3.4 Insurance clause for both BODILY INJURY AND PROPERTY DAMAGE shall be amended to provide coverage on an occurrence basis. There shall not be an EFIS Exclusion Endorsement on any general liability policy. The Products and Completed operations portions of the General Liability shall extend for a period of two years after the Final Acceptance of the Project by the City.
- 9.1.4 Subcontractor's Public Liability and Property Damage Insurance - The Construction Manager shall require each of his/her subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his/her subcontractors in his/her policy, as specified above.
- 9.1.5 *Intentionally omitted.*
- 9.1.6 "XCU" (Explosion, Collapse, Underground Damage) - The Construction Manager's Liability Policy shall provide "XCU" coverage for those classifications in which they are excluded.
- 9.1.7 Broad Form Property Damage Coverage, Products & Completed Operations Coverages - The Construction Manager's Liability Policy shall include Broad Form Property Damage Coverage, Products and Completed Operations Coverages.
- 9.1.8 Contractual Liability Work Contracts - The Construction Manager's Liability Policy shall include Contractual Liability Coverage designed to protect the Construction Manager for contractual liabilities assumed by the Construction Manager in the performance of this Agreement.
- 9.1.9 Certificate of Insurance - The City shall be furnished proof of coverage of Insurance as follows:
- 9.1.9.1 Certificate of Insurance form will be furnished to the City. These shall be completed and signed by an authorized Resident Agent. This Certificate shall be dated and show: the name of the insured Construction Manager, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date.

- 9.1.9.2 Certificate of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such Certificate shall clearly state all the coverages required in this Section.
- 9.1.9.3 City, a Municipal Corporation of the State of Florida, is to be named as an Additional Insured under all policies except for Worker's Comp.
- 9.1.9.4 The insurance evidenced by the certificate shall be primary and non-contributory to any other insurance of the certificate holder.
- 9.1.9.5 The Notice to Proceed will not be given until the Construction Manager has obtained all the insurance and Bonds required by the Contract Documents and such insurance has been approved by the City.
- 9.1.11 The Construction Manager shall not be required to provide Builder's Risk or Architects' and Engineers' Professional Liability Insurance unless specifically requested by the City. The City has Builder's Risk coverage and will provide the Construction Manager with appropriate Certificate of Insurance upon request. The City's Builder's Risk policy does not insure the Construction Manager's tools, machinery or equipment that is stored at the Project site. The Construction Manager should provide insurance in the form of an equipment floater for the Construction Manager's tools and equipment and the City should be named as an additional insured on the Construction Manager's policy with an appropriate waiver of subrogation as to any claims the Construction Manager or the Construction Manager's insurer may have against the City arising from the storage of the Construction Manager's tools and equipment. The Construction Manager shall be responsible for the first \$5,000 of any claim against the City's Builder's Risk policy.
- 9.1.12 The Construction Manager shall not allow a subcontractor to work on a project without the subcontractor carrying its own Workers Compensation and Liability insurance or the Construction Manager covering the subcontractor under its policies. This requirement is the same for each succeeding sub-tier contractor. The Construction Manager shall provide proof of such coverage to the City upon the City's request.

9.2

Waiver of Subrogation:

- 9.2.1 The Construction Manager shall ensure all insurance policies it maintains in fulfillment of its obligations under this Agreement shall contain a waiver of subrogation against the City, its officials, employees, agents and consultants. Waiver of subrogation will apply to the general liability and workers compensation policies. The City, a Municipal Corporation of the State of Florida, shall be named as an additional insured with respect to liability arising from all Services and work performed under this Agreement for automotive and general liability policies of insurance, and such policies should so state in the Certificate of Insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.
- 9.2.2 The Construction Manager hereby waives all rights against the City for loss or damage to any equipment used in connection with a Project and covered by any property insurance. The Construction Manager shall require similar waivers from all subcontractors and their sub-subcontractors.

9.3 Indemnification of City

Construction Manager, to the maximum extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to City) protect and hold the City, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses (including, without limitation, attorneys' fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, to the extent caused by (i) the failure of Construction Manager to comply with applicable laws, rules or regulations, (ii) the breach by Construction Manager of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Construction Manager's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Construction Manager, its professional associates, subcontractors, agents, and employees; provided, however, that Construction Manager shall not be obligated to defend or indemnify the City with respect to any such claims or damages arising out of the City's sole negligence. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against the City, its agents, officials, and employees including alleged injury to the business or any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include, without limitation, the costs incurred by the City, its agents, officials and employees in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees, costs and expenses incurred by reason of the assertion of any such claim against the City, its agents, officials or employees. The Construction Manager expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided by the Construction Manager, shall in no way limit the Construction Manager's responsibility to release, indemnify, keep and save harmless and defend the City as herein provided. The intention of the Parties is to apply and construe broadly in favor of the City the foregoing provisions subject to the limitations, if any, set forth in the Florida Statutes. The Construction Manager shall obtain an endorsement or other affirmative coverage from its insurance policies required by this Agreement insuring the Construction Manager's contractual obligations under this Section. The obligations imposed by this Section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

TERMINATION OF THE AGREEMENT AND THE CITY'S RIGHT TO PERFORM CONSTRUCTION MANAGER'S OBLIGATION

10.1 Termination by the Construction Manager:

If the Project is stopped for a period of thirty (30) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Construction Manager, or if the Project should be stopped for a period of sixty (60) days by the Construction Manager, for the City's failure to make payments thereon, then the Construction Manager may, upon seven (7) days written notice to the City, request payment for all work executed, the Construction Manager's fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including reasonable profit thereon and termination expenses incurred by the Construction Manager.

10.2 City's Right to Perform Construction Manager's Obligations and Termination by City for Cause:

10.2.1 If the Construction Manager fails to perform any of his/her obligations under this Agreement, including any obligation he assumes to perform work with his/her own forces, the City may, after seven (7) days written notice during which period the Construction Manager fails to perform such obligation, make good such deficiencies. The GMP, or the actual cost of the Project, whichever is less, shall be reduced by the cost to the City of making good such deficiencies and the Construction Manager's Construction Phase Fee shall be reduced by an amount required to manage the making good of such deficiencies.

- 10.2.2 The City may, without prejudice to any right or remedy and after giving the Construction Manager and his/her surety, if any, seven (7) days written notice, during which period Construction Manager fails to cure the violation, terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Construction Manager, and may finish the Project by whatever method he/she may deem expedient if: the Construction Manager is adjudged bankrupt, or if he/she makes a general assignment for the benefit of his/her creditors, or if a receiver is appointed on account of his/her insolvency, or if he/she persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls 45 days or more behind schedule) which has been adopted by the Construction Team, or if he fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a breach of a material provision of the Agreement. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished, nor shall he be relieved from his/her obligations assumed under Article 6. Reasonable terminal expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding monies owed the Construction Manager for subcontract work).
- 10.2.3 The City may terminate the employment of the Construction Manager and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, purchased by the Construction Manager for incorporation into or use on the Project, and may finish the project by whatever method he/she may deem expedient, without prejudice to any right or remedy and after giving the Construction Manager and his/her surety, if any, seven (7) days written notice, during which period Construction Manager fails to allow access to the City. In such case, the Construction Manager shall not be entitled to receive any further payment until the Project is finished nor shall he/she be relieved from his/her obligations assumed under Article 7. Reasonable termination expenses incurred by the City may be deducted from any payments left owing the Construction Manager (excluding moneys owed to the Construction Manager for subcontract work).
- 10.3 Termination by City Without Cause:
- 10.3.1 The City may, at any time, terminate this Agreement for the City's convenience and without cause.
- 10.3.2 Upon receipt of written notice from the City of such termination for the City's convenience, the Contractor shall:
- 10.3.2.1 Cease operations as directed by the City in the notice;
- 10.3.2.2 Take actions necessary, or that the City may direct, for the protection and preservation of the Work; and
- 10.3.2.3 Terminate all existing subcontracts and purchase orders and not enter into further subcontracts and purchase orders, except for Work directed to be performed prior to the effective date of termination stated in the notice.
- 10.4 In case of such termination for the City's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable fee, as defined in Article 6, overhead and profit on the Work performed.

ARTICLE 11

ASSIGNMENT AND GOVERNING LAW

- 11.1 Neither the City nor the Construction Manager shall assign his/her interest in this Agreement without the written consent of the other except as to the assignment of proceeds.
- 11.2 This Agreement shall be governed by the Laws of the State of Florida. Venue shall be as specified in Section 13.2.3. The parties waive all rights to trial by jury.

ARTICLE 12

NOTICE OF CLAIM: WAIVER OF REMEDIES

- 12.1 The City's liability to the Construction Manager for any claims arising out of or related to the subject matter of this contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the City of the costs, damages or losses because of changed conditions under which the work is to be performed, or for additional work, shall be governed by the following provisions, subject to Section 13.4 herein:
 - 12.1.1 All claims must be submitted as a Request for Change Order in the manner as provided herein;
 - 12.1.2 The Construction Manager must submit a Notice of Claim to City within 20 days of the Construction Manager becoming aware of the occurrence, or the event, giving rise to the claim; and
 - 12.1.3 Within 10 days of submitting its Notice of Claim, the Construction Manager shall submit to the City its Request for Change Order, which shall include a written statement of all the details of the claim, including a description of the work affected.

The Construction Manager agrees that the City shall not be liable for any claim that the Construction Manager fails to submit as a Request for Change Order as provided in this paragraph to the extent that the City is prejudiced by the failure of the Construction Manager to give notice. In the event a Claim is not resolved to Contractor's satisfaction, Contractor may initiate the Contract's dispute resolution procedures.
- 12.2 After receipt of a Request for Change Order, the City, in consultation with the Engineer, shall deliver to the Construction Manager its written determination of the claim.
- 12.3 For work the Construction Manager performs with its own forces, and in addition to the adjustments provided for in Article 6, the Construction Manager's exclusive remedy for delays in performance of the construction caused by events beyond its control, including delays claimed to be caused by or attributable to the City or the Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Article 12.1 above, for an extension of the scheduled construction time. In the event of a change in such work, the Construction Manager's claims for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus 5% for profit. The Construction Manager expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays and changes in such work, and eliminate any other remedies for claim, for increase in the contract price, delays, changes in the work, damages, losses or additional compensation.

ARTICLE 13

MISCELLANEOUS

13.1 Harmony:

The Construction Manager is advised and hereby agrees that he will exert every reasonable and diligent effort to assure that all labor employed by the Construction Manager and his/her Subcontractors for work on each Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of each Project.

The Construction Manager further agrees that this provision will be included in all subcontracts of the Subcontractors as well as the Construction Manager's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization, the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

13.2 Dispute Resolution:

13.2.1 All claims, disputes and other matters in question (hereinafter referred to as a "Controversy") between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be initially submitted to mediation if mutually agreeable in accordance with the Construction Mediation Rules of the American Arbitration Association ("AAA") or any other mutually agreeable mediation firm.

13.2.2 Should either the City or the Construction Manager feel it necessary and appropriate to take any legal action to enforce any of the terms or conditions of this Agreement between said parties, then each party shall be responsible for its own attorney's fees and costs associated with such litigation.

13.2.3 Any litigation between the City and Construction Manager (which term for the purposes of this subparagraph shall include the Construction Manager's surety), whether arising out of any claim as described in Article 12, or Controversy arising out of this Agreement or any breach thereof, shall be brought, maintained and pursued only in the Ninth Judicial Circuit Court in and for Osceola County, Florida, or in United States District Court, Middle District of Florida, Orlando Division. Construction Manager consents and submits to the jurisdiction of such courts and agrees to accept service of process from the State of Florida in any matter to be submitted to any such court.

13.3 Construction Manager's Project Records and City's Auditing Rights

The Construction Manager's Project Records shall be maintained as prescribed hereinabove for the minimum period required by State and Federal Law and shall be made available to the City or his authorized representative at mutually convenient times.

Construction Manager shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of three (3) years from the date of termination of this Agreement or the date the Project is completed, whichever is later or such longer period of time as may be required by law. Construction Manager shall require all of its subcontractors to likewise retain all of their Project records and supporting documentation. City, and any duly authorized agents or representatives of City, shall be provided access to all such records and supporting documentation at any and all times during normal business hours upon request by City. Further, City, and any duly authorized agents or representatives of City, shall have the right to audit, inspect and copy all of Construction Manager's and any subcontractor's Project records and documentation as often as they deem necessary and Construction Manager shall cooperate in any audit, inspection, or copying of the documents.

If at any time, City conducts such an audit of Construction Manager's records and documentation and finds that Construction Manager overcharged City, Construction Manager shall pay to City the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). If the Overcharged Amount is equal to or greater than \$10,000.00, which is defined as the total aggregate of City's reasonable audit costs incurred as a result of its audit of Construction Manager, City may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing Construction Manager with regard to the Project or under any other agreement between Construction Manager and City. If such amounts owed Construction Manager are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Construction Manager hereby acknowledges and agrees that it shall pay such remaining amounts to City within 30 business days of its receipt of City's invoice for such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

This Article, including all access, inspection, copying, auditing, reimbursement and repayment rights shall survive the termination of this Contract.

13.4 **LIMITATION OF LIABILITY**

IN NO EVENT, SHALL THE CITY BE LIABLE TO THE CONSTRUCTION MANAGER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE CITY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

With respect to the Owner's claims for breach of contract, negligence or other act or omission of Contractor (other than failure to achieve Substantial Completion of the Work by the Contract Time and/or the applicable Milestone dates established in this Agreement, which are addressed by the liquidated damage provisions of this Agreement), the Owner agrees that the Owner's ability to recover damages related to lost revenue or profit arising from the inability to use or occupy the Work and/or for lost profit, loss of use, increased financing costs, damage to business or reputation or loss of management or employee productivity shall be limited to the amount of such damages as are covered by any insurance covering the Work, the Contractor or its Subcontractors, or the acts or omissions of the Contractor and/or its Subcontractors in connection with the Project (including any self-insured retention or deductible comprising or applicable to such coverage). However, Contractor acknowledges and agrees: (a) that the foregoing limitation does not apply to Contractor's liability for costs to repair defects or deficiencies in the Work performed by Contractor or to repair or replace other property that is physically damaged as a result of defects or deficiencies in the Work; (b) that the foregoing limitation shall not apply to claims asserted by third parties with respect to whom Contractor owes an obligation of indemnity pursuant to this Agreement or applicable law (even if such third party claim seeks damages of the type for which the Owner has limited recovery as set forth above); and (c) that the foregoing limitation is not intended to prevent, and shall not preclude, Owner's recovery of liquidated damages to the extent allowed by this Agreement.

13.5 **Cleanup and Protections**

Construction Manager agrees to keep the Project Site clean at all times of debris, rubbish and waste materials arising out of the Work. If Construction Manager fails to keep the Project Site clean, City has the right, after providing a 24-hour written notice, to perform any required clean up and to back charge the Construction Manager for the costs of such clean up. At the completion of the Work, Construction Manager shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project Site clean and ready for occupancy by City.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed

or altered, shall be protected by Construction Manager from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Construction Manager to condition at least equal to that existing at the time of Construction Manager's commencement of the Work.

13.6 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Construction Manager's performance of the Services pursuant to this Agreement shall become the property of the City after payment is made to the Construction Manager for such instruments or documents.

13.7 No Contingent Fees

The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.8 *Intentionally omitted.*

13.9 Public Entity Crimes

The Construction Manager understands and acknowledges that this Agreement will be voidable by the City in the event the conditions stated in Florida Statutes, Section 287.133 relating to conviction for a public entity crime apply to the Construction Manager.

13.10 Non-Discrimination

The Construction Manager warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

13.11 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. No modification, amendment or alteration in the terms or conditions contained herein, unless otherwise stated herein, shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the City.

13.12 Independent Contractor

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Construction Manager (including its officers, employees, and agents) as the agent, representative, or employee of the City for any purpose, or in any manner, whatsoever. The Construction Manager is to be and shall remain forever an independent contractor with respect to all Services performed under this Agreement. The Construction Manager shall not pledge the City's credit or make the City a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Construction Manager shall have no right to speak for or bind the City in any manner.

13.13 Intentionally Omitted

13.14 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Construction Manager shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to the Construction Manager.

13.15 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 13.15. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For City:

City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

For Construction Manager:

BALFOUR BEATTY CONSTRUCTION, LLC

13.16 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

13.17 Annual Appropriations

Construction Manager acknowledges that during any fiscal year the City shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the City may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The City may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the City agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the City's performance and obligation to pay the Construction Manager under this Agreement is contingent upon annual appropriations being made for that purpose.

13.18 Unauthorized Alien(s)

The Construction Manager shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The City shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the City's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the City, the Construction Manager shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

13.19 Construction Manager Representations - The Construction Manager hereby represents and warrants the following to the City:

- 13.19.1 Construction Manager is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida;
- 13.19.2 Construction Manager's performance under this Agreement will not violate or breach any contract or agreement to which the Construction Manager is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation;
- 13.19.3 Construction Manager has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms;
- 13.19.4 Construction Manager now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner;
- 13.19.5 Construction Manager has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement;
- 13.19.6 Construction Manager has the personnel and experience necessary to perform all Services in a professional and workmanlike manner;
- 13.19.7 Construction Manager shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances;
- 13.19.8 Construction Manager shall, at no additional cost to the City, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement;
- 13.19.9 Each individual executing this Agreement on behalf of the Construction Manager is authorized to do so.

13.20 Waiver

A waiver by either City or Construction Manager of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

ARTICLE 14

DIRECT MATERIALS ACQUISITION AND SALES TAX EXEMPT PURCHASE PROCEDURES FOR PUBLIC PROJECTS

14.1 Direct Materials Acquisition by City - Supply Bonds:

- 14.1.1 Each Subcontractor shall include Florida State Tax and other applicable Sales Taxes for all material, supplies and equipment included in the Subcontractor's bid.
- 14.1.2 The City may, if not prohibited by Law, exercise a right to purchase directly various construction materials, supplies and equipment that may be part of the Subcontract. Any materials purchased by the City shall be referred to as "City Purchased Materials" and the responsibilities of both the City and the Construction Manager relating to such City Purchased Materials shall be governed by the terms and conditions of the "Sales Tax Exempt Purchasing Procedures for Public Projects", which shall take precedence over other conditions and terms of this Agreement where inconsistencies or conflicts exist.
- 14.1.3 The City will issue its own Purchase Orders directly to the vendor. The City's Purchase Order shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number. The materials shall be purchased from the vendors and suppliers selected by the Construction Manager, for prices negotiated by the Construction Manager or Subcontractor. The Construction Manager will provide all the necessary information for preparation of the purchase orders by the City and will coordinate the purchase of the materials in a timely manner so as not to negatively impact on the performance of the construction activity of the project.
- 14.1.4 The Subcontract amount shall be reduced by the net, undiscounted amount of these purchase orders, plus all sales taxes. Issuance of the purchase orders by the City shall not relieve the Subcontractor or the Construction Manager of any of their responsibilities regarding material purchases, or installation, with the exception of the payments for the material so purchased. The Construction Manager and the Subcontractor shall remain, with respect to materials, supplies and equipment, fully responsible for coordination, correct quantities ordered, submittals, protection, storage, scheduling, shipping, security, expediting, receiving, installation, cleaning, and the management of all applicable warranties.
- 14.1.5 Notwithstanding the transfer of City Purchased Materials by the City to the Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.
- 14.1.6 The Contractor shall maintain products liability insurance, which shall include City Purchased Materials, as required for the normal practice of general contracting.
- 14.1.7 The material supplier may be required to provide a supply bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the City and the Construction Manager. The premium cost for this supply bond shall be included in the sub-contractor's cost. Verifying that a designated material supplier can furnish a supply bond (if required) will be the responsibility of the Subcontractor. City reserves the right to waive the requirement of providing a supply bond at the discretion of City.
- 14.1.8 If the State of Florida assesses any Sales Tax penalties and/or interest against the Construction Manager or any of its Subcontractors or Material Suppliers relating to the direct acquisition of materials and/or equipment by City as authorized by this paragraph, such taxes, penalties, interest and/or any legal and administrative fees expended by the Construction Manager as a direct result of any action or assessment made by the State of Florida, shall be reimbursed by City to the Construction Manager in a prompt and reasonable manner and shall not be considered a Project Cost.
- 14.2 Sales Tax Exempt Purchasing Procedures for Public Projects:
- 14.2.1 Subcontractor has included Florida State Sales and other applicable taxes in his/her bid for material, supplies and equipment. The City, being exempt from sales tax, reserves the right to make direct

purchases of various construction equipment, materials or supplies included in the Subcontractor's bid and/or contract, substantially in accordance with the form of Purchase Order attached herewith.

- 14.2.2 Any equipment, materials or supplies directly purchased by the City that are included in the Subcontractor's contract shall be referred to as City Purchased Materials and the responsibilities of both the City/Public Entity and the Subcontractor relating to such City Purchased Materials shall be governed by the terms and conditions of these procedures.
- 14.2.3 Material suppliers shall be selected by the Subcontractor awarded the subcontract.
- 14.2.4 Subcontractor has included the price for all construction materials plus applicable taxes in their bid. City purchasing of construction materials, if selected, will be administered on a deductive Change Order basis, the Subcontract amount shall be reduced by the net undiscounted amount of these Purchase Orders, plus all sales tax.
- 14.2.5 Subcontractor shall provide the Construction Manager a list of all intended suppliers, vendors, and material men for consideration as City Purchased Materials. This list shall be submitted at the same time as the preliminary schedule of values and the Project schedule. The Subcontractor shall submit a description of the materials to be supplied, estimated quantities and prices.
- 14.2.6 Upon request from Construction Manager, and in a timely manner, the Subcontractor shall prepare a standard Purchase Order Requisition Form in a form acceptable to the City and the Construction Manager, to specifically identify the materials, which City has, at its sole option, elected to purchase directly. The Purchase Order Requisition Form shall include:
 - A. the name, address, telephone number and contact person for the material supplier
 - B. manufacturer or brand, model or specification number of the item
 - C. quantity needed as estimated by Subcontractor
 - D. the price quoted by the supplier for the materials identified therein, including freight
 - E. any sales tax associated with such quote
 - F. delivery dates as established by Subcontractor
- 14.2.7 Subcontractor shall include reference to any terms and conditions, which have been negotiated with the vendors; i.e., warranties, retainage, etc. The Purchase Order Requisition Forms are to be submitted to the City's designated representative no less than seven (7) days prior to the need for ordering such City Purchased Materials, in order to provide sufficient time for City review and approval and to assure that such Directly Purchased Materials may be directly purchased by City and delivered to the Project site without any delay to the Project.
- 14.2.8 After receipt of the Purchase Order Requisition Form, the City's Representative shall prepare Purchase Orders for equipment, materials or supplies which the City chooses to purchase directly. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Subcontractor, less any sales tax associated with such price. Promptly upon receipt of each Purchase Order, Subcontractor shall verify the terms and conditions of the Purchase Order prior to its issuance to supplier and in a manner to assure proper and timely delivery of items. The City's Purchasing Director or their designated representative shall be the approving authority for the City on Purchase Orders in conjunction with City Purchased Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the City Purchased Materials on the delivery date provided by the Subcontractor in the Purchase Order Requisition Form and shall indicate F.O.B. jobsite. The City's Purchase Orders shall contain or be accompanied by the City's Certificate of Entitlement and must include the City's name, address, and exemption number.
- 14.2.9 In conjunction with the execution of the Purchase Orders by the suppliers, the Subcontractor shall execute and deliver to the City, through the Construction Manager, one or more deductive Change

Orders, referencing the full value of all City-Purchased materials to be provided by each supplier from whom the City elected to purchase material directly, plus all sales tax savings associated with such materials in the Subcontractor's bid to the Construction Manager.

- 14.2.10 All shop drawings and submittals shall be made by the Subcontractor in accordance with the Project Specifications.
- 14.2.11 Subcontractor shall be fully responsible for all matters relating to the receipt of materials furnished by the City in accordance with these Procedures, including, but not limited to, verifying correct quantities, verifying documentation of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the City due to the negligence of the Subcontractor. The Subcontractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Subcontractor for the particular materials furnished. Subcontractor shall provide all services required for the unloading, handling and storage of materials through installation. The Subcontractor agrees to indemnify and hold harmless the City from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions or directions of Subcontractor.
- 14.2.12 As City Purchased Materials are delivered to the jobsite, the Subcontractor and the Construction Manager, as City's Representative, shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Subcontractor shall assure that each delivery of City Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order, together with such additional information as the City or Construction Manager may require. The Construction Manager shall verify in writing to the City the accuracy of the delivery ticket. The Subcontractor will then forward the invoice to the City through the Construction Manager for payment. The invoice shall be thereupon furnished to the City for processing and payment in the manner as all other City invoices are processed. The City shall have the right to assign City personnel to verify and audit the accuracy of all City Purchased Material documents.
- 14.2.13 Subcontractor shall ensure that City Purchased Materials conform to the Specifications and determine, prior to incorporation into the Work, if such materials are patently defective, whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Subcontractor discovers defective or nonconformities in the City Purchased Material upon such visual inspection, the Subcontractor shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the Vendor of the defective or nonconforming condition in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the City, through the Construction Manager, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporates City Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, the Subcontractor shall be responsible for all damages to the City resulting from the Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective, or nonconforming, the Subcontractor shall promptly take action to remedy the defect or nonconformance so as not to delay the work.
- 14.2.14 Subcontractor shall maintain records of all City Purchased Materials it incorporates into the Work from the stock of City Purchased Materials in its possession. Subcontractor shall account monthly to the City, through the Construction Manager, for any City Purchased Materials delivered into the Subcontractor's possession, including portions of all such materials, which have been incorporated into the Work.

- 14.2.15 Subcontractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repairs, maintenance or damage repair calls shall be forwarded to Subcontractor for resolution with the appropriate supplier or vendor.
- 14.2.16 Notwithstanding the transfer of City Purchased Materials by the City to Subcontractor's possession, the City shall retain title to any and all City Purchased Materials.
- 14.2.17 The transfer of possession of City-Purchased Materials from the City to Subcontractor shall constitute a bailment for mutual benefit of the City and the Subcontractor. The City shall be considered the bailor and the Subcontractor the bailee of the City Purchased Materials. City Purchased Materials shall be considered returned to the City for purposes of its bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project. The Bailee shall have the duty to safeguard, store and protect all City Purchased Materials.
- 14.2.18 City shall purchase and maintain insurance pursuant to the requirements set forth in the City and Construction Manager Agreement which shall be sufficient to protect against any loss of or damage to City Purchased equipment, materials or supplies. Such insurance shall cover the full value of any City Purchased Materials not yet incorporated into the Project from the time the City first takes title.
- 14.2.19 City shall in no way be liable for interruption or delay in the Project, for any defects or other problems with the Project, or for any extra costs or time resulting from delay in the delivery of, or defects in, City Purchased Materials.
- 14.2.20 On a monthly basis, Subcontractor shall be required to review invoices submitted by all suppliers of City Purchased Materials delivered to the Project site during that month and either concur or object to the City's issuance of payment to the suppliers, based upon the Subcontractor's records of materials delivered to the site and any defects in such materials.
- 14.2.21 In order to arrange for the prompt payment to the supplier, Subcontractor shall provide to the City, through the Construction Manager, a list indicating the acceptance of the goods or materials in accordance with the established monthly Payment Request Schedule. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the City. Upon receipt and verification of the appropriate documentation, the City shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. Subcontractor agrees to assist the City to immediately obtain partial or final release of lien waivers as appropriate.
- 14.2.22 At the end of the Project, any refund for surplus materials returned to suppliers, plus applicable sales tax savings amount, shall be credited with an additive Change Order to Subcontractor's agreement with the Construction Manager. Salvage materials shall be the property of the City and stored or removed from the site by the Subcontractor at the City's direction.

ARTICLE 15

PUBLIC RECORDS

15.1 Public Record Law

- 15.1.1 The Construction Manager acknowledges the City's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement.

- 15.1.2 The Construction Manager shall keep and maintain public records required to perform the services contemplated by this Agreement, in accordance with Chapter 119, Florida Statutes "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.
- 15.1.3 The Construction Manager shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Construction Manager does not transfer the records to the City.
- 15.1.4 Questions regarding the application of Chapter 119, Florida Statutes, to the Construction Manager's duty to provide public records relating to this Agreement, shall be directed to the City's Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.org, and 101 Church Street, Kissimmee, Florida 34741.
- 15.2 Record Retention
- 15.2.1 Upon completion of the project, the Contractor shall transfer, at no cost, to the City all public records in possession of the Construction Manager or keep and maintain public records required by the City to perform the service. If the Construction Manager transfers all public records to the City upon completion of the project, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Unless otherwise directed by the City, all records will be transferred at the conclusion of the Project.
- 15.2.2 All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- 15.2.3 If the Construction Manager keeps and maintains public records upon completion of the Project, the Construction Manager shall meet all applicable requirements for retaining public records.
- 15.3 Record Requests
- 15.3.1 A request to inspect or copy public records relating to a City's contract for services upon notice to the Contractor of the request, the Contractor shall provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- 15.3.2 If the Construction Manager does not comply with the City's request for records, such failure shall constitute a material breach and this Agreement shall terminate upon notice by the City. Failure to provide the public records to the City within a reasonable time may also subject the Construction Manager to penalties under Florida Statutes §119.10
- 15.3.3 If a civil action is filed against the Construction Manager to compel production of public records relating to the City's contract for services, the Court shall assess and award against the Construction Manager the reasonable costs of enforcement, including reasonable attorney's fees, if:
- A. The Court determines that the Construction Manager unlawfully refused to comply with the public records request within a reasonable time; and
 - B. At least eight (8) business days before filing the action, the Plaintiff provided written notice of the public records request, including a statement that the Construction Manager has not complied with the request, to the City and the Construction Manager.

- C. A notice complies with subparagraph 15.3.3(b) if it is sent to the City’s custodian of public records and to the Construction Manager at the address listed on its Contract with the City or to the Construction Manager’s registered agent. Such notices shall be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- D. A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

EXHIBIT 16
INCORPORATION OF EXHIBITS

The following Exhibits, attached hereto, are hereby fully incorporated herein by this specific reference as if fully set forth in the body of this Agreement:

Exhibit “A”	-	RFQ2023-007 and Construction Manager’s Proposal
Exhibit “B”	-	Pre-Construction Services Addendum
Exhibit “C”	-	GMP Addendum
Exhibit “D”	-	Certificate of Substantial Completion
Exhibit “E”	-	Release and Affidavit
Exhibit “F”	-	Application for Payment Form
Exhibit “G”	-	Final Payment Request Checklist / Certificate of Final Completion
Exhibit “H”	-	Change Order
Exhibit “I”	-	Allowance Authorization Release
Exhibit “J”	-	Schedule of Reimbursables
Exhibit “K”	-	Hourly Rate Schedule
Exhibit “L”	-	Affidavit Certification Immigration Laws
Exhibit “M”	-	Public Construction Bond

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.



**CITY OF KISSIMMEE, a Municipal Corporation
of the State of Florida**

ATTEST:

LINDA HANSELL, Clerk

By: Tameara Crespo for
City Clerk

By: Olga Gonzalez
Mayor
City of Kissimmee Commission

Date Signed by Chairman: September 18, 2024

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Olga Sanchez de Fuentes September 18, 2024
~~Assistant~~ City Attorney Date

ATTEST:

BALFOUR BEATTY CONSTRUCTION, LLC

By: [Signature]
Henry Thacker
Printed Name

By: [Signature]
John Harris
Executive Vice President / BUL
Title

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of February, 2024, by means of ☒ physical presence or ☐ online notarization, by John Harris as Exec VP / BUL for Balfour Beatty Construction LLC, a Delaware corporation, who is personally known to me or has produced identification.

Notary Seal:



CLAUDE O. DAIGLER, JR.
Commission # HH 064504
Expires December 22, 2024
Bonded Thru Budget Notary Services

Notary: Claude O Daigler Jr
Print Name: Claude O Daigler Jr
My Commission Expires: 12.22.2024

EXHIBIT “A”

RFP2023-007 and Construction Manager’s Proposal

EXHIBIT “B”

PRE-CONSTRUCTION SERVICES ADDENDUM

(to be completed and issued with a CSA or CPO)

Project Name

I. Construction Team Representatives

CityCity of Kissimmee

- The City of Kissimmee Commission
- City Manager
- Deputy City Manager
- Public Works & Engineering Division Director

Architect/EngineerNAME

- NAME, Vice President
- NAME, Project Engineer

Construction Manager..... **BALFOUR BEATTY CONSTRUCTION, LLC**

- NAME, President
- NAME, Chief Operations Officer
- NAME, Sr. Project Manager
- NAME, Project Manager
- NAME, Pre-Construction Advisor
- NAME, Superintendent

II. Pre-Construction Phase Services

III. Omitted Services as previously included in Article 2 of the Agreement

IV. Construction Manager's Staff Positions to be assigned to the Pre-Construction/Design Phases

Position	Name	Duration in Months	Percentage of Time Assigned

EXHIBIT “C”

GMP ADDENDUM to Master Services Agreement between the City of Kissimmee and Construction Manager At Risk Project Name

Pursuant to the Master Services Agreement (the “Agreement”) dated _____ between the City of Kissimmee Commission, a Municipal Corporation of the State of Florida (the “City”) and _____ (the “Construction Manager”), with respect to the Project, as identified and described in the Pre-Construction Addendum, the City and the Construction Manager hereby establish a Guaranteed Maximum Price (GMP), Contract Time for the Work and amend the Agreement as set forth below.

1. The Construction Manager’s (GMP) for the Work as defined in Section 6.1.3 and the Construction Manager’s Fee as defined in Section 6.1.2, for the Construction Phase Services is _____.

2. This price is for the performance of the Work in accordance with the Schedules listed below and attached to this Addendum as follows:

- Schedule 1 Construction Manager’s Personnel.
- Schedule 2 Contract Drawings & Specifications.
- Schedule 3 GMP Bid Breakdown.
- Schedule 4 Clarifications, Assumptions, Exclusions and Allowances.

3. Pursuant to Section 1.3.12 of the Agreement, the City’s Construction Budget is estimated at \$_____ including all Construction Manager fees, costs of the work, the City’s Allowances and the Construction Manager’s contingencies within the GMP as defined in Articles 2, 3 and 6 of the Agreement.

4. Pursuant to Section 1.3.12 of the Agreement, the City’s funds budgeted for the development of the Project including the construction budget and all professional service fees and equipment necessary to develop the project, excluding land costs is \$ Amount to be inserted by City_____.

5. Pursuant to Article 2, Section 2.5, the Project critical dates are as follow:

- A. Construction Phase Commencement Date _____
- B. Project Substantial Completion Date _____
- C. Project Final Completion Date _____

6. In the event the Construction Manager does not achieve Substantial Completion within the Contract Time, including approved extensions, the Construction Manager shall pay the City, as liquidated damages and not as a penalty, the sum of _____ per day for each calendar day the actual time of performance exceeds the authorized Contract Time.

7. The Construction Manager shall not be due any additional Construction Phase Fee on increases in the GMP that do not exceed a cumulative total of _____. Should the GMP be increased by more than _____ under the terms of Article 7 hereinafter due to no fault of the Construction Manager, the Construction Manager’s additional Construction Phase Fee will be 5% percent of that portion of the accumulative increases in the GMP that exceed the GMP by more than _____.

8. The Construction Manager’s Fee for overhead, profit and general expenses of any kind, except as may be expressly included in Article 9, for services provided during and related to the construction phase, shall be _____% of the GMP value and shall be converted to a fixed amount upon acceptance of the GMP, subject to changes as described herein, and shall be paid proportionally to the ratio of the cost of the work in place, including stored materials (see Article 8.1.3), as it bears on the latest estimate of the total construction cost and/or to the GMP, whichever is less.

9. Pursuant to Section 6.1.3.2.2, the cost of the premiums for all insurance and cost of premiums for all bonds, which the

Construction Manager is required to procure by this Agreement specifically for the construction project. General Liability will be cost at a fixed rate of _____% of the final Contract Amount and Construction Manager bonds will be cost at a fixed rate of _____%. The premium stated will be substantiated with industry standard documentation. The cost of the work shall include any subcontractor bonds the Construction Manager deems appropriate. There shall be no Construction Manager overhead and profit fee on this item.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed by their duly authorized representatives, as of the effective date.

**CITY OF KISSIMMEE, a Municipal Corporation
of the State of Florida**

ATTEST:

Linda Hansell, Clerk

By: _____
City Clerk

By: _____
Mayor

Date: _____

Approved as to form and legal sufficiency:

City Attorney

CONSTRUCTION MANAGER

Attest:

By: _____

Corporate Secretary

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by means of ☐ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

SCHEDULE 1 to the GMP ADDENDUM

PROJECT NAME

**Construction Manager's Personnel
During Construction Phase**

(TO BE COMPLETED AT GMP)

Name	Title	Duration (Months)	Percentage
Off-Site Staff			
On-Site Staff			

SCHEDULE 2 to the GMP ADDENDUM

PROJECT NAME

Contract Drawings & Specifications

SCHEDULE 3 to the GMP ADDENDUM

PROJECT NAME

GMP Bid Breakdown

SCHEDULE 4 to the GMP ADDENDUM

PROJECT NAME

Clarifications, Assumptions, Exclusions and Allowances

EXHIBIT “D”

Certificate of Substantial Completion

Standard AIA Document G704 to be used

EXHIBIT “E”

RELEASE AND AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Osceola County

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ _____ paid, _____ (“Construction Manager”) releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims, demands damages, costs and expenses, whether in contract or in tort, against the City of Kissimmee Commission, a body corporate existing under the laws of the State of Florida (“City”) relating in any way to the performance of the Agreement between Construction Manager and City, dated _____, 20____, for the period from _____ to _____.

(2) Construction Manager certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which City might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Construction Manager agrees to indemnify, defend, and save harmless City from all demands or suits, actions, claims of liens or other charges filed or asserted against City arising out of the performance by Construction Manager of the Work covered by this Release and Affidavit.

(4) Construction Manager certifies that it has paid all its subcontractors and materialmen in full all amounts owed them from any previous payments received by Construction Manager from City and has not withheld any such amounts. In the event Construction Manager withholds any unpaid amounts due to its subcontractors and/or materialmen from the payment it receives from City with respect to the Application for Payment referenced in Paragraph 5 below, Construction Manager agrees to immediately refund all such unpaid amounts to City.

(5) This Release and Affidavit is given in connection with Construction Manager's [monthly/final] Application for Payment No. _____.

Construction Manager:

By: _____

Title: _____

Witnesses

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by means of ☐ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

EXHIBIT "F"

Project Name

Application for Payment

Form shall be AIA Document G702 Application and Certificate for Payment

EXHIBIT “G”

Insert Project Name Here

Final Payment Request Check List / Certificate of Final Completion

Items to be submitted with Construction Manager’s Request for Final Payment

- ___ 1. Pay Request (1 copy with original signatures and original seals, noted as FINAL)

- ___ 2. Final Schedule of Contract Values
- ___ 3. Consent of Surety to make Final Payment (signed and sealed)
- ___ 4. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety)
- ___ 5. Affidavit of Contract Completion (**Exhibit “E”**)
- ___ 6. Satisfactory Conclusion or Release of Lien from all Subcontractors or laborers who have filed Intent to Lien or have indicated non-payment from the Contractor
- ___ 7. Construction Manager’s Guarantee of Construction for one (1) year from the date of Substantial Completion
- ___ 8. Copy of the approval by the Architect/Engineer and the transmittal to the City of Manuals, Shop Drawings, As-Builts (one electronic media and two sets of prints), brochures, warranties, and list of Subcontractors with telephone numbers and addresses
- ___ 9. Verification that City’s personnel have been trained in the operation of their new equipment, attendance lists and videos
- ___ 10. Other special Warranties are required by Specifications in the name of the City

EXHIBIT “G”

CERTIFICATE OF FINAL COMPLETION

Project: _____ City’s Project No.: _____

Contract No.: _____ Contract Date: _____

Notice to Proceed Date: _____ Completion Date: _____

The Work to which this Certificate applies has been inspected by the authorized representatives of the City, Construction Manager and Professional; and that Work is hereby declared to be finally complete in accordance with the Contract Documents on _____. This Certificate of Final Completion applies to all Work under the Contract Documents.

All punch list items have been completed and corrected for compliance with Contract Documents. This Certificate constitutes acceptance of Work as specified and intended in the Contract Documents. Construction Manager retains responsibility and obligation to the City for warranty Work arising after admission and acceptance of final completion. Signatories agree the project is finally complete as of the date of signature such that the project is in complete compliance with Contract Documents and authorized Change Orders.

Construction Manager: _____

By: _____
(Authorized Signature)

(Typed Name & Title)

Date: _____

Professional: _____
(Authorized Signature)

By: _____
(Typed Name & Title)

Date: _____

City: _____
(Division Director)

Date: _____

EXHIBIT "H"
CHANGE ORDER

CHANGE ORDER

City
Engineer
Contractor

PROJECT: CHANGE ORDER NO:
CITY OF KISSIMMEE,
A Municipal Corporation of
the State of Florida INITIATION DATE:
TO CONSTRUCTION MANAGER: ARCHITECT'S
PROJECT NO:
CONTRACT DATE:
CONTRACT FOR: The City of Kissimmee
PROJECT NAME HERE

The contract is changed as follows:

The original (Contract Sum) (Guaranteed Maximum Price) was..... \$
Net Change by previously authorized Change Orders.....\$
The (Contract Sum) (Guaranteed Maximum Price) prior to this change order was.....\$
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased)
(unchanged) by this Change Order in the amount of.....\$
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be..... \$
The Contract Time will be (increased) (decreased) (unchanged) by () days
The date of Substantial Completion as of date of this Change Order therefore is: SUBSTANTIAL COMPLETION DATE HERE

City of Kissimmee Commission
ARCHITECT/ENGINEER CONSTRUCTION MANAGER CITY
ADDRESS ADDRESS 101 Church Street
ADDRESS Kissimmee, FL 34741
By By By
Chairman/Vice Chairman
Or
City Manager or Designee
Date Date Date

To the CONSTRUCTION MANAGER: Your acceptance of this Change Order shall constitute a modification to our agreement and will be performed subject to all of the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.



EXHIBIT "I"
ALLOWANCE AUTHORIZATION RELEASE (AAR)

CITY OF KISSIMMEE,
a Municipal Corporation of
the State of Florida

AAR Number: _____

Contract Number: _____

CONSTRUCTION MANAGER: _____

ARCHITECT/ENGINEER: _____

DESCRIPTION OF ALLOWANCE WORK:

Reason for change: _____

***Not valid until signed by the City, Architect/Engineer and Construction Manager.**

Amount of Allowance Authorization included in this Contract is _____ \$
Amount of Allowance Authorization used to date _____ \$
Amount of Allowance Authorization used this AAR _____ \$
Balance of remaining AAR _____ \$

Original Contract Time _____ days

Amount of the Allowance Authorization time included in this Contract is _____ days

Amount of the Allowance Authorization time used to date _____ days

Amount of the Allowance Authorization time used this AAR _____ days

Balance of remaining Allowance Authorization Time is _____ days

Date of Substantial Completion therefore is _____

(THE TOTAL ORIGINAL CONTRACT AMOUNT REMAINS UNCHANGED)

CONSTRUCTION MANAGER: _____ ARCHITECT/ENGINEER: _____

Date: _____ Date: _____

CITY: _____
City Manager or Designee

Date: _____



EXHIBIT “J”

REIMBURSABLE COST SCHEDULE

1.	Reproduction Cost			
	A.	Regular Copying	Single Side	Double
		Sided		
		8 ½ x 11 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
		8 ½ x 11 (color)	\$ 0.30/page	\$ 0.40/sheet
		8 ½ x 14 (black & white).....	\$ 0.15/page	\$ 0.25/sheet
		8 ½ x 14 (color)	\$ 0.30/page	\$ 0.40/sheet
		11 x 17 (black & white).....	\$ 0.25/page	\$ 0.35/sheet
		11 x 17 (color)	\$ 0.40/page	\$ 0.50/sheet
		9 ½ x 24 Single Side Only.....	\$ 1.00/page	
		17 x 22 Single Side Only.....	\$ 2.00/page	
		18 x 24 Single Side Only.....	\$ 2.00/page	
		24 x 36 Single Side Only.....	\$ 3.00/page	
		30 x 30 Single Side Only.....	\$ 5.00/page	
		32 x 34 Single Side Only.....	\$ 5.00/page	
		Other sizes-per square inch	\$ 0.03/page	
		Compact Digital Disk.....	\$ 6.00/disk	
	B.	Blueprint Copy.....	\$10.00/page	
2.	Subcontractor Services		Actual Costs	
3.	Special Consultants		Actual costs	
4.	Telecommunications			
	A. Local		Non-reimbursable	
	B. Non-Local		Actual Costs	
5.	Computer Services		Non-reimbursable	
6.	Travel Expenses	In accordance with Chapter 112.061, F.S.;		
		and further defined in the City of		
		Kissimmee		
		Employee Handbook		
7.	Postage, Fed Express, UPS		Actual Costs	
8.	Pre-approved Equipment			
	(includes purchase and rental of equipment used in project)		Actual Costs	

EXHIBIT “K”

HOURLY RATE SCHEDULE

EXHIBIT "L"
AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **RFQ2023-007** PROJECT NAME: **Construction Manager at Risk Continuing Service**

THE CITY OF KISSIMMEE WILL NOT INTENTIONALLY AWARD CITY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

CITY OF KISSIMMEE MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY THE CITY OF KISSIMMEE.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature _____	Title _____	Date _____
-----------------	-------------	------------

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by means of ☐ physical presence or ☐ online notarization, by (name of person) as (type of authority) for (name of party on behalf of whom instrument was executed), a Florida corporation, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

**EXHIBIT M
PUBLIC CONSTRUCTION BOND
FRONT PAGE
F.S. CHAPTER 255.05**

BOND NO.: _____

CONSTRUCTION MANAGER NAME: _____

ADDRESS: _____

PHONE NO: _____

SURETY COMPANY: _____

OWNER NAME: City of Kissimmee, a Municipal Corporation of the State of Florida

OWNER ADDRESS: 101 Church Street

Kissimmee, FL 34741

OWNER PHONE NO: (407) 123-4567

OBLIGEE NAME: (if
contracting entity is different
from the owner, the contracting
public entity) _____

OBLIGEE ADDRESS: _____

OBLIGEE PHONE NO: _____

BOND AMOUNT: \$ _____

CONTRACT NUMBER: _____

GENERAL DESCRIPTION
OF PROJECT: _____

PROJECT LOCATION: _____

PUBLIC CONSTRUCTION BOND

KNOW ALL MEN BY THESE PRESENTS: That _____, as Principal, and
_____, as Surety, located at

(Business Address) are held and firmly bound unto the City of Kissimmee, a Municipal Corporation of the State of Florida, as Obligee in the sum of _____ (Dollars) in lawful currency of the United States, for the payment whereof we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract executed between Principal and City for construction of _____, the Contract being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1) Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided in the Contract; and
3. Pays City all losses, damages, expenses, costs, liquidated damages, and attorney fees, including appellate proceedings, that City sustains because of a default by Principal under the Contract; and
4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void, otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

Reference is hereby made to Section 255.05 Florida Statutes, and to the notice and time limitation provisions thereof:

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20 ____.

ATTEST:

Witness

Witness

PRINCIPAL:

BY: _____ (SEAL)
Authorized Signature (Principal)

Printed Name

Title of Person Signing Above

ATTEST:

Witness

Witness

SURETY:

Printed Name

BY: _____ (SEAL)
Attorney in Fact

Printed Name

Business Address

ITEM 7.N

Additional State Housing Initiatives Partnership (SHIP) Program Funding

Request

Acceptance of additional State Housing Initiatives Partnership (SHIP) Program funding in the amount of \$19,622 and amend the FY 2024-2025 budget for the proposed use of the funds.

Explanation

The City of Kissimmee received an additional allocation of \$19,622 to be available for the 2024-2025 fiscal year. These are statewide funds that went unrequested from the \$5 million in funding the Florida Housing Finance Corporation (FHFC) initially holds back each year for potential disasters. The attached chart details the City's original allocation, the additional funding being disbursed now and the new overall total for the fiscal year.

The commitment deadline for these funds is June 30, 2025, and their expenditure deadline is June 30, 2025.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11200335 335500	SHIP2023	Increase	\$310,748	\$19,622
11225103 503434	SHIP2023 Rehab Const String	Increase	\$203,760	\$19,622

Financial Summary:

There is no fiscal impact on the General Fund since this is a grant funded project.

Recommendation

Approval to accept additional State Housing Initiatives Partnership (SHIP) Program funding in the amount of \$19,622 and amend the FY 2024-2025 budget for the proposed use of the funds.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. 2023-2024 Holdback Disbursement

City of Kissimmee

Local Government	Initial Allocation	Holdback Disbursement	Total FY 2023-2024
ALACHUA	1,624,908	32,463	1,657,371
Gainesville	1,669,046	33,345	1,702,391
BAKER	350,000	-	350,000
BAY	1,700,717	31,730	1,732,447
Panama City	415,656	7,754	423,410
BRADFORD	350,000	-	350,000
BREVARD	3,955,164	84,119	4,039,283
Cocoa	228,460	4,859	233,319
Melbourne	998,881	21,244	1,020,125
Palm Bay	1,455,800	30,962	1,486,762
Titusville	568,627	12,093	580,720
BROWARD	3,998,536	79,900	4,078,436
Coconut Creek	664,163	13,272	677,435
Coral Springs	1,547,455	30,923	1,578,378
Davie	1,226,669	24,512	1,251,181
Deerfield Beach	1,003,022	20,044	1,023,066
Ft. Lauderdale	2,168,696	43,338	2,212,034
Hollywood	1,777,879	35,528	1,813,407
Lauderhill	858,442	17,155	875,597
Margate	673,200	13,452	686,652
Miramar	1,585,859	31,691	1,617,550
Pembroke Pines	1,965,381	39,274	2,004,655
Plantation	1,079,830	21,578	1,101,408
Pompano Beach	1,305,736	26,093	1,331,829
Sunrise	1,118,234	22,346	1,140,580
Tamarac	833,593	16,657	850,250
Weston	783,893	15,665	799,558
CALHOUN	350,000	-	350,000
CHARLOTTE	2,035,901	38,479	2,074,380
Punta Gorda	229,484	4,337	233,821
CITRUS	1,818,201	32,819	1,851,020
CLAY	2,593,331	50,146	2,643,477
COLLIER	4,265,312	87,907	4,353,219
Naples	221,184	4,559	225,743
COLUMBIA	819,405	25,787	845,192
DE SOTO	409,546	1,331	410,877
DIXIE	350,000	-	350,000
DUVAL	11,865,266	257,409	12,122,675
ESCAMBIA	3,156,660	64,040	3,220,700
Pensacola	629,212	12,765	641,977
FLAGLER	320,700	7,112	327,812
Palm Coast	1,117,415	24,784	1,142,199

Local Government	Initial Allocation	Holdback Disbursement	Total FY 2023-2024
FRANKLIN	350,000	-	350,000
GADSDEN	513,826	18,956	532,782
GILCHRIST	350,000	-	350,000
GLADES	350,000	-	350,000
GULF	350,000	-	350,000
HAMILTON	350,000	-	350,000
HARDEE	350,000	-	350,000
HENDRY	461,686	10,068	471,754
HERNANDO	2,287,752	43,316	2,331,068
HIGHLANDS	1,184,672	26,229	1,210,906
HILLSBOROUGH	12,845,352	258,985	13,104,337
Tampa	4,609,944	92,944	4,702,888
HOLMES	350,000	-	350,000
INDIAN RIVER	1,892,707	57,351	1,950,058
JACKSON	573,519	4,996	578,515
JEFFERSON	350,000	-	350,000
LAFAYETTE	350,000	-	350,000
LAKE	4,635,509	95,797	4,731,306
LEE	5,702,121	122,613	5,824,734
Cape Coral	2,385,694	51,300	2,436,994
Ft. Myers	1,109,155	23,850	1,133,005
LEON	1,135,109	22,789	1,157,898
Tallahassee	2,300,452	46,184	2,346,636
LEVY	513,826	18,956	532,782
LIBERTY	350,000	-	350,000
MADISON	350,000	-	350,000
MANATEE	4,183,839	86,757	4,270,596
Bradenton	652,969	13,540	666,509
MARION	3,761,744	77,562	3,839,306
Ocala	747,119	15,404	762,523
MARTIN	1,862,934	33,819	1,896,753
MIAMI-DADE	13,280,978	263,471	13,544,449
Hialeah	1,674,277	33,214	1,707,491
Miami	3,366,752	66,791	3,433,543
Miami Beach	612,688	12,155	624,843
Miami Gardens	843,205	16,727	859,932
North Miami	442,834	8,785	451,619
MONROE	968,564	21,399	989,963
NASSAU	1,095,210	31,953	1,127,163
OKALOOSA	1,922,913	48,773	1,971,686
Crestview	316,887	8,038	324,925
Ft. Walton Beach	241,698	6,130	247,828

Local Government	Initial Allocation	Holdback Disbursement	Total FY 2023-2024
OKEECHOBEE	454,280	9,902	464,182
ORANGE	13,294,743	285,136	13,579,879
Orlando	3,691,002	79,163	3,770,165
OSCEOLA	3,237,950	67,199	3,305,149
Kissimmee	945,523	19,622	965,145
St. Cloud	705,475	14,641	720,116
PALM BEACH	12,494,181	240,905	12,735,086
Boca Raton	1,143,600	22,051	1,165,651
Boynton Beach	937,892	18,084	955,976
Delray Beach	770,536	14,857	785,393
Wellington	709,520	13,681	723,201
West Palm Beach	1,377,201	26,555	1,403,756
PASCO	6,804,480	144,281	6,948,761
PINELLAS	5,790,106	125,367	5,915,473
Clearwater	1,365,854	29,574	1,395,428
Largo	965,575	20,907	986,482
St. Petersburg	3,028,294	65,568	3,093,862
POLK	6,851,737	147,102	6,998,839
Lakeland	1,381,848	29,667	1,411,515
Winter Haven	613,073	13,163	626,236
PUTNAM	856,731	11,327	868,058
ST. JOHNS	3,413,194	68,473	3,481,667
ST. LUCIE	892,601	18,218	910,819
Ft. Pierce	549,324	11,211	560,535
Port St. Lucie	2,582,426	52,706	2,635,132
SANTA ROSA	2,265,385	42,816	2,308,201
SARASOTA	4,545,731	94,766	4,640,497
Sarasota	648,796	13,526	662,322
SEMINOLE	5,544,839	116,123	5,660,962
SUMTER	1,609,495	43,448	1,652,943
SUWANNEE	513,826	18,956	532,782
TAYLOR	350,000	-	350,000
UNION	350,000	-	350,000
VOLUSIA	4,576,503	96,849	4,673,352
Daytona Beach	889,693	18,828	908,521
Deltona	1,099,805	23,274	1,123,079
WAKULLA	409,546	1,331	410,877
WALTON	923,831	20,399	944,230
WASHINGTON	350,000	-	350,000
TOTAL	247,000,000	5,000,000	252,000,000

ITEM 7.O

Internship Grant from Florida Airports Council (FAC)

Request

Approval to accept an Internship Grant from Florida Airports Council (FAC) for Kissimmee Gateway Airport. Grant No. AIRFAC25.

Explanation

The Florida Airports Council (FAC) is offering the City of Kissimmee an internship grant for the Kissimmee Gateway Airport. The full grant to the selected intern will be \$5,000 (\$4000 FAC, \$1,000 Airport funds). The City/Airport will be responsible for distributing the grant funds to the intern via the payroll process. The purpose of FAC's program is to produce an intern that will possess the skills necessary to work for an airport at an entry-level position. The intern will work a total of 40 hours per week for a maximum of 8 weeks during 2025 and produce a research project that will benefit the Airport. The Commission gave approval to apply for the FAC grant at the meeting held on 12/17/2024.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170103-503131		Decrease	1,000	
47000337-337410		Increase	4,000	
46170101-501212		Increase	4,000	

Financial Summary:

The City's \$1,000 match will be funded from the professional services account.

Recommendation

Approval to accept an internship grant in the amount of \$5,000.00 from the Florida Airports Council (FAC) for the 2025 internship.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):

1. (S) FAC Internship Grant Agreement

City of Kissimmee



Education Foundation President
Karen Feaster, A.A.E., I.A.P.
Daytona Beach International Airport

Vice-Chairman
James Furiosi
Lee County Port Authority

Secretary/Treasurer
Michael Nonnemacher, A.A.E., I.A.P.
Fort Lauderdale-Hollywood International
Airport

Board of Directors

Rufus James
Fort Lauderdale Executive Airport

Judith-Ann Jarrette, A.A.E., ACE
Greater Orlando Aviation
Authority/Orlando Executive Airport

Scott Knight
Tampa International Airport

Scott Kohut
Boca Raton Airport

Chad Rosenstein, MBA, A.A.E
Punta Gorda Airport

Chris Rozansky
Naples Airport

George D. Speake, A.A.E.
Orlando Sanford International Airport

Mark W. Stuckey, A.A.E., IAP
Sarasota Bradenton
International Airport

Jack Thompson
AVCON

Staff

Tiffany Wilson Garling, CCE, IOM
Executive Director

Jasmine Gerena
Administrative Assistant

January 28, 2025

Shaun J. Germolus, A.A.E.
Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard
Kissimmee, FL 34741

Dear Mr. Germolus,

Please see attached ***Internship Grant Agreement No. 24-02*** between the Florida Airports Council Education Foundation and Kissimmee Gateway Airport.

Once your review is complete, please facilitate the signature of this agreement and return it to us via email. I will sign and return one fully executed copy to you for your files. If you have any questions, feel free to contact me at (850) 559-3451. Thank you for participating in the Internship Program.

Sincerely,

Tiffany Wilson King
Executive Director



INTERNSHIP GRANT AGREEMENT FOR KISSIMMEE GATEWAY AIRPORT

No. 24-02

This Internship Grant Agreement (Agreement) is entered between the Parties, consisting of **Florida Airports Council Education Foundation** (the Foundation) and **Kissimmee Gateway Airport** (Recipient).

Recitals

The Foundation awards Internship Grants to Florida Airports Council Member Airports to help provide work experience for students interested in pursuing careers in Airport Management and to provide a talented workforce for Florida's airports. Grants are awarded to airports that demonstrate a willingness and desire to employ and supervise an intern.

To qualify for this grant, the intern must be attending, or recently (*within one year unless approved by the Foundation*) graduated from a college or university with an emphasis on Airport/Aviation Management, Operations, or a closely related field, and unrelated to any member of the airport management or governing body of the airport. Exceptions to this policy may be made, from time to time, at the discretion of the FAC Education Foundation Board of Directors. Selections are made on a non-discriminatory basis.

1. Duties of the Council

The Foundation agrees to provide matching grants to the Recipient to employ an intern at Kissimmee Gateway Airport. The grant will be issued to the Recipient and not directly to the intern. The intern is not an employee of the Florida Airports Council or Florida Airports Council Education Foundation, and the Foundation is not responsible for supervision of the intern.

2. Duties of Recipient

The Recipient agrees that in addition to providing staff assistance for the airport, the purpose of the grant is to provide on-the-job experience for the intern. The Recipient is responsible for always providing direct supervision of the Intern.

The Recipient agrees to provide the following by **September 30, 2025**:

- **Internship Paper:** The Intern shall draft a final report at the end of the internship period, detailing the type of work assigned, work accomplished, what they learned from the experience and recommendations for future interns.
- **Supervisor Report:** The intern's immediate supervisor will provide a report describing the intention and work plan of the internship, the experience, any deviations from the work plan outlined in the Recipient's original application and any lessons learned or pointers to others.

(Note: Work submitted may be used for advertising purposes.)

- Financial Report: The airport will provide a financial report outlining the compensation paid during the intern's employ. The report shall include:
 - Intern Contact Information: Name address, phone, and email address
 - Educational Information: School attending, degree program, and level of education, e.g., freshman, sophomore, etc. *(If graduated, provide graduation date.)*
 - Financial Information: Start-date/end-date of the internship, Payroll related documentation generated from the Recipient's payroll accounting software, to include hours worked per week, hourly rate of pay, total amount paid to intern, and percentage of time per airport type (C.S. or G.A.).

The Recipient will make every effort to select interns from one of the Florida Airports Council's Educational Member Institutions, when possible. These institutions are Embry-Riddle Aeronautical University, Everglades University, Florida Institute of Technology, Lynn University, Polk State College, and University of South Florida.

3. Distribution of Grant Funds

Foundation's grant funds will be provided upon completion of the internship period and submittal of the three reports required in this Agreement. **Grant funds shall be disbursed as follows:**

- Commercial Service Airports – 50% airport / 50% Florida Airports Council up to \$4,000
- General Aviation Airports – 20% airport / 80% Florida Airports Council up to \$4,000

Foundation's participation is based upon the total amount paid the intern.

**FLORIDA AIRPORTS COUNCIL
EDUCATION FOUNDATION**

RECIPIENT

Tiffany Wilson King
Executive Director

By

Date

Title

Printed Name

Date

ITEM 7.P

Authorization to trade-in pistols with purchase of 10 new pistols

Request

The Police Department is requesting City Commission authorization to trade-in 10 pistols for credit with the purchase of 10 new pistols.

Explanation

The Kissimmee Police Department seeks to trade 10 SIG P290 semi-automatic pistols to Dana Safety Supply, Inc. for a \$1,500 credit to be used towards the purchase of 10 new SIG P365 9mm semi-automatic pistols. This purchase provides the Kissimmee Police Department's undercover officers with new concealable pistols to enhance their ability to conduct undercover operations and remain armed while conducting these operations.

The Police Department will follow all City of Kissimmee policies and procedures regarding disposal of property for trade. As done in prior transactions, Police Department officers will have the ability to purchase these pistols from Dana Safety Supply, Inc. if they decide to do so.

Recommendation

Approval to trade in 10 SIG P290 semi-automatic pistols for credit purchase of 10 SIG P365 semi-automatic pistols.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. Dana Safety Supply, Inc Sales Quote Order No. 510095-B 022425
2. Dana Safety Supply, Inc P290 Trade In List 022425

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Sales Order

Telephone: 800-847-8762

Sales Order No.	510095-B
Customer No.	KISSP

Bill To
KISSIMMEE FLEET MAINTENANCE 100 NORTH ALASKA AVENUE ATT: JOSUE; P/O # KISSIMMEE, FL 34741

Ship To
CITY OF KISSIMMEE 100 NORTH ALASKA AVENUE ATTN: PARTS ROOM /STOCK KISSIMMEE, FL 34741

Contact: Stefanie /JOSUE
Telephone: 407-518-2508
E-mail:

Contact: LAURA NAPIER
Telephone: 407-518-2524
E-mail:

Order Date	Ship Via		F.O.B.	Customer PO Number	Payment Method	
02/05/25	UPS GROUND FREIGHT		QUOTED FREIGHT	P365 10	NET30	
Entered By		Salesperson		Ordered By	Resale Number	
Shane Gosa		SHANE GOSA - ORLAN		George Montgomery, RM	85-8012621610C-8	
Order Quantity	Open Quantity	Tax	Item Number / Description		Unit Price	Extended Price
10	10	Y	W365-9-BXR3P P365, 9MM, 3.1IN, NITRON, BLK, STRIKER, X-RAY 3, POLYM Warehouse: GBOR		393.8400	3,938.40
10	10	N	MISC CT35-0900-RH-D: AG IWB Holster for P365 Warehouse: DROP Cloak Tuck 3.5 IWB Holster - Sig P365 - Right		47.9800	479.80
10	10	N	GUN GUN PURCHASES Warehouse: DROP TRADE-IN Sig P290 9mm		-150.0000	-1,500.00

Print Date	02/05/25
Print Time	01:54:48 PM
Page No.	1

Amount Shipped	0.00
Open Order	2,918.20

Subtotal	2,918.20
Freight	35.00
Order Total	2,953.20

Printed By: Shane Gosa

P290 Trade in List

P290	25B005438*
P290	25B005672*
P290	25B005674*
P290	25B005689*
P290	25B005690*
P290	25B005698*
P290	25B005700*
P290	25B005707*
P290	25B005711*
P290	25B005713*

ITEM 7.Q

Approval of Bridge Housing Agreement with Homeless Services Network

Request

Approval to accept an agreement with Homeless Services Network for Bridge Housing at the Haven on Vine and amend the budget accordingly.

Explanation

The Haven on Vine is pleased to present a strategic partnership opportunity with the Homeless Services Network (HSN) to temporarily house unsheltered families who are actively being navigated into permanent housing. This collaboration will provide bridge housing support to those in urgent need, with the program scheduled to conclude on June 30, 2025.

Through a grant of \$75,000, this initiative will facilitate the necessary resources to bring the housing units online and cover the monthly rent expenses for the households referred to the program. It is important to note that no leases will be issued, as the arrangement is intended as a temporary solution, bridging families to permanent housing. HSN will be billed for rent monthly as the grant is reimbursable.

This partnership offers a significant opportunity to address immediate housing challenges and support our community's most vulnerable families.

Recommendation

Approval for City Manager to execute the agreement and any amendments and amend the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter:

Attachment(s):

1. 1. DCF 2025 Challenge Unsheltered_CoK.v3
2. 2. Attachment B - Budget_CoK.v2

**AGREEMENT BETWEEN
HOMELESS SERVICES NETWORK OF CENTRAL FLORIDA, INC. AND
CITY OF KISSIMMEE for
DCF PROGRAM - GRANT # GPZ47 (2025)**

THIS AGREEMENT ("Agreement" or "Sub-recipient Agreement") is entered into by and between the Homeless Services Network of Central Florida, Inc., a Florida not-for-profit corporation ("HSN"), and **City of Kissimmee**, a political subdivision of the State of Florida, ("Sub-recipient").

Section 1. GENERAL INFORMATION

Purpose: HOMELESS SERVICES

Project Name: DCF CHALLENGE UNSHELTERED GRANT

Sub-recipient Name and Project Contact Information:

CITY OF KISSIMMEE

Desiree Matthews, (407) 518-2302

desiree.matthews@kissimmee.gov

Date of Sub-recipient Agreement: 1/24/2024

Project Start/Contract Effective Date: 1/1/2025

Project End Date: 6/30/2025

Population to be Served: homeless or at risk of homelessness

Activities to be Funded: Non-congregate Shelter Operations

Funding Amount: \$75,000

a. Method of Payment - Funding Sources made available for Sub-recipient Agreement:

Funding Source	Sub-recipient award \$ amount
1. ☐ U.S. Department of Housing and Urban Development ("U.S. HUD"), Emergency Solutions Grant Program ("ESG"), by and through Orange County, Florida, via grant agreement with HSN, Contract #TBD;	\$
2. ☒ Federal ESG, RUSH, TANF Programs, and Florida State appropriations for Staffing and Challenge Grant, by and through Florida Department of Children and Families, via grant agreement with HSN, Contract #GPZ47;	\$75,000
3. ☐ U.S. HUD, ESG Program, by and through the City of	\$

	Orlando, Florida, via grant agreement with HSN, Contract #TBD;	
4.	☐ U.S. HUD, CDBG Program, by and through the City of Orlando, Florida, via grant agreement with HSN, Contract #TBD;	\$
5.	☐ Orange County Supportive Services for Permanent Supportive Housing, Contract # Y24-2224;	\$
6.	☐ Orange County Rapid Rehousing Assistance, Contract #Y24-2223;	\$
7.	☐ Day 1 Family Fund, via grant agreement with HSN;	\$
8.	☐ Any other sources of funding to be made available to the COVID-19 Project via future amendment to this Agreement;	\$
9.	☐ Support Services for Veterans Families (SSVF) - VA Homeless Programs, via grant agreement with HSN, Contract #: 18-FL-023; 18-FL-023LT; 18-FL-023SS	\$
10.	☐ HUD Continuum of Care Grants	\$
11.	☐ HUD Youth Homelessness Demonstration Program (YHDP) Grants	\$

i. For each box checked in paragraph a., Project activities performed by or in coordination with Sub-recipient are to be funded by the corresponding Grant. Said contracts are hereby incorporated into this Sub-recipient Agreement, and copies of the applicable contracts as identified in paragraph A, Method of Payment, shall be supplied to the Sub-recipient.

ii. To the fullest extent not otherwise prohibited by any applicable contract identified in paragraph A, Method of Payment above, activities performed under this Agreement shall be performed in a manner consistent with the following:

- ☐ ESG Interim Rule and the Act. ([ESG Interim Rule](#))
- ☐ CoC Interim Rule and the Act. ([Continuum of Care Interim Rule](#))
- ☐ Support Services for Veteran Families (SSVF) Program Guide ([SSVF Program Guide](#))
- ☐ Orange County guidance from the Office of Homelessness and Mental Health Services and the Orange County Office of the Comptroller.
- ☒ CFCH CoC Plan and/or CoC Written Standards ([CFCH Standards and Policies](#))

iii. Additional funds may be made available under this Agreement for activities performed by or in tandem with Sub-recipient, whether or not such funds are provided directly to Sub-recipient. For example: HSN may make payments for bridge housing, housing, or other expenses on behalf of program participants. Such payments will be coordinated between HSN and the sub-recipient case manager.

b. Attachments reference in Sub-recipient Agreement:

	Attachment ID	Attachment Name	Read Only	Initial and Return to HSN	Sign and/or Return to HSN
☐	A	Project Description/ Project Summary	X		
☒	B	Project Line-Item Budget		X	
☐	C	HMIS-Related Requirements		X	
☐	D	Required Documents and Forms- RRH, PSH, TH-ROPAL, CMO, SSVF	X		
☐	E	Requirements Related to Adoption of a Housing First Approach		X	
☐	F	Interim RRH or PSH Standards and Policies	X		
☐	G	Project Specific Roles and Responsibilities	X		
☐	H	Housing Stability Case Management SoW		X	
☐	I	Bridge Housing Operations Scope of Work		X	
☐	J	Housing Navigation Scope of Work (CES Family Navigation)		X	
☐	K	Street Outreach Scope of Work		X	
☐	L	Housing Placement and Stabilization Facilitation Scope of Work		X	
☐	M	Homelessness Diversion Scope of Work (Family)		X	
☐	N	SSVF Health Care Navigator Functional Statement	X		
☐	O	Non-congregate Shelter Scope of Work		X	
☒	P	DCF Challenge Plus - Initiative 1 or 2, or Challenge Unsheltered	X		
☐	Q	RRH for DV Survivors Scope of Work	X		
☐	R	SSVF Connection to Legal Services		X	
☐	S	TA for creation of a Regional Plan - SoW	X		
☐	T	HMIS-comparable DV Data Standards Req.	X		
☐	V	RESERVED			
☐	X	RESERVED			
☐	Y1	YHDP Case Management Scope of Work	X		

	Attachment ID	Attachment Name	Read Only	Initial and Return to HSN	Sign and/or Return to HSN
☐	Y2	YHDP Drop-In Center Scope of Work	X		
☐	Y3	YHDP Youth Navigation (Sys.Guide.Spec.) SoW	X		
☐	Z	RESERVED			
☐	A-1.1	DCF related requirements		X	
☐	HUD Form 50070	Certification for a Drug Free Workplace			X
☐	OMB Form SF-LLL 0348-0046	Disclosure of Lobbying Activities			X
☐	HUD Form 2922	Certification Regarding Debarment and Suspension			X
☐	CF-1649	DCF Affidavit of Good Moral Character			X
☒	PCMT-05-2021	DCF Florida Employment Screening Affidavit			X
☐	VA Form 40-0895-8	VA Certification Regarding Drug-Free Workplace Requirements			X
☐	VA Form 40-0895-12	VA Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion			X
☐	HIPAA	HIPAA Agreement/ HIPAA Contract/ HIPAA Forms			As directed/regulated by Grantor
☐	IRS 501(c)(3) determination letter	Proof of tax-exempt status			X
☒	Request for Reference Check form (CF 774)	Level 2 Employment Screening			As directed/regulated by Grantor
☒	CF 1123	DCF state Certification Regarding Lobbying			As directed/regulated by Grantor
☒	CF 1125	DCF state Certification Regarding Debarment			As directed/regulated by Grantor
☒	CF 112	DCF state - Access Confidentiality and Nondisclosure Agreement			As directed/regulated by Grantor
☐	CF 114	DCF Security Agreement Form			As directed/regulated by Grantor
☒	Annex	Affidavit concerning employment of unauthorized aliens			As directed/regulated by Grantor
☒	Annex	Units of Deliverables List			X

	Attachment ID	Attachment Name	Read Only	Initial and Return to HSN	Sign and/or Return to HSN
☒	Contract	GPZ-47 contract and associated amendment(s) between HSN and DCF	X		
☐	Annex	TANF Homelessness Prevention - Case Managers Checklist	X		
☐	Annex	TANF Homelessness Prevention - Application & Eligibility Form	X		

Section 2. Definitions.

a. Whenever used in this Agreement:

- i. "Grant funds" mean an award of financial assistance by HSN to Sub-recipient as provided under this Agreement.
- ii. "Grant agreements" means one or more certain agreements between HSN and federal, state, or local government agencies or foundations that give rise to and provide the source of any Grant funds expected to be made available under this Agreement.
- iii. "Participant" means an individual or family receiving housing assistance or services through the Project.
- iv. "At risk of Homelessness" means an individual or family that meets the conditions and/or situations defined in 24 CFR 576.2.
- v. "Literally Homeless" means an individual or family that meets either of conditions (1), (2), (3) or (4) of the definition of homelessness as set forth in 24 CFR 576.2 and meets criteria or requirements of the funding source identified in Section 1a. [Link to 24 CFR 576.2.](#)

☒ (Condition 1) In general terms, a Literally Homeless person currently resides in an emergency shelter, on the streets or in a place not intended for human habitation.

☐ (Condition 2) An individual or family who will imminently lose their primary nighttime residence, provide the individual/family meets situations defined in 24 CFR 576.2.

☐ (Condition 3) Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who meet situations defined in 24 CFR 576.2. Maximum 10% of the funds awarded under YHDP if individual(s) can meet certain requirements described in the HUD YHDP Criteria for Serving Category 3.

☒ (Condition 4) Where the program participant qualified under paragraph (4) of the definition of homeless in 24 CFR 576.2. The program participant was fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence; lacked the resources or support networks necessary to obtain other housing; and had not identified a subsequent residence.

☐ OTHER: A very low income Veteran or a member of veteran family, as described in SSVF Program Guide, II. Program Overview and V. Participant Eligibility

- vi. "Homelessness Response Assistance" means any eligible good or service purchased using Grant funds for the purposes set forth herein.

- vii. "Homeless Management Information System" or "HMIS" means the program participant information system designated by the Continuum of Care to comply with the requirements prescribed by HUD.
 - viii. "Act" means the McKinney-Vento Homeless Assistance Act, as amended by P.L. 107-110 and S.896, The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, as amended.
 - ix. "ESG Interim Rule" means 24 CFR Part 576, as amended.
 - x. "CoC Interim Rule" means 24 CFR Part 578, as amended.
 - xi. TANF (Temporary Assistance for Needy Families) means 45 CFR Part 260, as may be amended or superseded, as well as Section 414.161 Florida Statutes accordingly.
 - xii. YHDP (Youth Homelessness Demonstration Program) means 24 CFR 578, except where they conflict with FY21 YHDP NOFO activities authorized pursuant to I.C.1a. or b. of Appendix A of this NOFO waivers issued by HUD.
 - xiii. DCF Challenge Grants (Challenge) means Section 420.622(4) Florida Statutes.
 - xiv. "CES Registry Management process" means one of any number of processes whereby the CES generates and maintains a prioritized by-name list of applicable individuals or families that meet particular targeting criteria and are matched to appropriate services and housing in keeping with that prioritization.
- b. Terms used but not expressly defined in this Agreement shall have the same meanings as set forth in the ESG Interim Rule, if defined therein.

Section 3. Roles, Responsibilities, Policies, Activities, and Performance Outcomes.

- a. Generally
 - i. Funds are to be made available to Sub-recipient for the performance of the activities set forth in the Project Summary, which is appended hereto as Attachment A, Project Description.
 - ii. Sub-recipient shall use Grant funds furnished by HSN under this Agreement to provide assistance to homeless individuals and/or families in a manner satisfactory to HSN and consistent with the ESG Interim Rule, the Act, and other standards imposed on HSN.
- b. Applicable Standards and Policies

Sub-recipient shall comply with the applicable standards and policies for the activities to be performed, whichever are applicable as identified in Section 1.B, and include but not limited to Attachment F.
- c. Sub-recipient Roles and Responsibilities

Sub-recipient shall have the roles and responsibilities in operating and administering its designated portion of the Project as set forth in the applicable Grant agreements and herein, including but not limited to those set forth in the Project-Specific Roles and Responsibilities, if appended hereto as Attachment G, Project-Specific Roles and Responsibilities, or other relevant attachment, e.g. Scope of Work.

d. Sub-recipient Performance

Sub-recipient shall perform the activities and contribute to the meeting of the performance outcomes set forth in Grant agreements, as may be further defined or adjusted herein, throughout the term of this Sub-recipient Agreement.

Section 4. Grant Term.

- a. For purposes of this Agreement, End Date means 6/30/2025 unless extended as provided for in paragraph c. below.
- b. This Agreement ("Term") shall be effective 1/1/2025 or the last party signature date, whichever is earlier. The service performance period under this Contract shall commence on 1/1/2025 or the effective date of this Contract, whichever is later.
- c. HSN may, in its sole discretion, on one or more occasions during the Term, elect to extend the End Date and provide Notice of same to Sub-recipient, except that Sub-recipient may decline such extension in writing within five (5) business days of receipt of Notice of Extension from HSN.
- If extension declined by the Sub-recipient, the Term shall expire on the current End Date with no further extension.
 - At such time as the End Date is within 21 days, and no extension of the End Date is anticipated, the Parties agree to commence and actively participate in transition planning for those Participants for who are expected to remain enrolled in the Project after the End Date.
- d. Selection below indicates current status of this Sub-recipient Agreement:
- ☒ New sub-recipient Agreement
 - ☐ Renewal sub-recipient Agreement
 - ☐ Extension of sub-recipient Agreement
 - ☐ Renewal, with transition to a different funding source

Section 5. Grant Award.

- a. **T e r m :** Subject to the terms and conditions of this Agreement, HSN shall provide up to ***seventy-five thousand dollars, only (\$75,000.00)*** Grant funds to Sub-recipient during the Term for homeless activities as described at Section 6, Eligible Costs.
- b. **Term Extension:** In the event that the Term of this Agreement is extended pursuant to Section 4, Grant Term, the Notice of extension may include an increased Grant funding award amount that shall automatically supersede the amount provided in paragraph a. above, immediately upon extension of the Term. Sub-recipient may decline the increased funding award amount by providing written Notice to HSN within seven (7) business days of receipt of Notice of Extension from HSN.
- c. **Third-Party Vendors:** In addition to Grant funds made directly available to Sub-recipient under

paragraph a. above, HSN may also reserve an indeterminate but appropriate amount of Grant funds to pay directly to third-party vendors for eligible costs to be incurred assisting Participants assigned to Sub-recipient, as described in 1. a. iii. Payments to be made by HSN to third-party vendors on behalf of Project Participants shall be prepared and issued by HSN in coordination with Sub-recipient to the greatest extent feasible. Payments must be made in compliance with applicable requirements and parameters. Payment requests deemed by HSN to be ineligible will be adjusted or denied.

Section 6. Eligible Costs.

a. Certain types of costs are allowable and eligible to be paid under this Agreement, as indicated in each case by a checked box (☒) for the particular uses and subject to the limits and conditions set forth herein, and as further defined and specified at Project Line-Item Budget, which is appended hereto as Attachment B.

b. Eligible costs are further defined and specified by the specific rule(s) identified in Section 1.a. ii. including:

- ESG Interim Rule and the Act. ([ESG Interim Rule](#))
- CoC Interim Rule and the Act. ([Continuum of Care Interim Rule](#))
- Support Services for Veteran Families (SSVF) Program Guide ([SSVF Program Guide](#))
- Orange County guidance from the Office of Homelessness and Mental Health Services and the Orange County Office of the Comptroller.
- CFCH CoC Plan and/or CoC Written Standards ([CFCH Standards and Policies](#))

c. Eligible Activities

i. ☐ Rental Assistance.

Eligible costs include “rental assistance” and when determining specific costs, the appropriate rules for eligible costs should be used. Ex. SSVF, Continuum of Care and ESG. See 1.a.ii for link(s) to appropriate rules.

ii. Services.

A. ☐ Generally

Eligible costs include certain costs pertaining to the provision of eligible services, as itemized in this paragraph, and defined by the appropriate rule (Section 1. a. ii) and delivered in accordance with the applicable Scope of Work, which may be appended hereto as Attachment H Housing Stability Case Management Scope of Work. Specific costs include salaries and wages for employees directly providing such services and their direct program supervisors, as well as associated fringe benefits provided in accordance with Sub-recipient’s adopted personnel policies and procedures, employer liabilities required by law, work-related mileage costs, eligible office expenses and operating costs, pre-approved training costs, in accordance with Attachment B, Project Line-Item Budget, and if applicable with Attachment G, Project-Specific Roles and Responsibilities.

B. ☐ Housing Stability Case Management.

Eligible costs include certain costs pertaining to the provision of Housing Stability Case Management services, as defined by the appropriate rule (Section 1.a. ii) and delivered in accordance with the Housing Stability Case Management Scope of Work, which is appended hereto as Attachment H.

C. ☐ Housing Navigation.

I. Eligible costs include certain costs pertaining to the provision of Housing Navigation services, in a manner consistent with Section 576.105(b)(2) of the ESG Interim Rule and delivered in accordance with the Housing Navigation Scope of Work, which is appended hereto as Attachment J, Housing Navigation Scope of Work (Family), as applicable. ☐

II. Sub-recipient employees providing Housing Navigation services under this Agreement must also provide Housing Stability Case Management Services as described in paragraph B above. Specifically, from the date of hire until a date to be identified by HSN through the Coordinated Entry System, each such employee shall provide Housing Navigation services to the Project. Effective as of such date, said employee or their successor will subsequently provide Housing Stability Case Management services to the Project until the End Date. ☐

D. ☐ Housing Entry and Stabilization Facilitation Services.

I. The Parties agree that many Participants transitioning from homelessness into permanent housing would benefit from the availability of additional supports and services to increase the likelihood of smooth entry into and stabilization of their tenancy, and that additional demands and stressors associated with this period of assistance warrant the provision of additional resources for the homelessness response system in the form of housing specialist positions.

II. Eligible costs include certain costs pertaining to the provision of Housing Search and Placement Services and/or time-limited Housing Stability Case Management services, as defined:

☐ ESG Interim Rule - 576.105(b)(1) and 576.105(b)(2) of the ESG Interim Rule, and delivered in accordance with the Housing Entry and Stabilization Facilitation Scope of Work (Attachment L) and/or the Housing Stability Case Management Scope of Work, Attachment H. ESG Interim Rule and the Act.

[\(ESG Interim Rule\)](#)

☐ Continuum of Care (CoC) Interim Rule and the Act.

[\(Continuum of Care Interim Rule\)](#)

☐ Special YHDP activities and other options listed at I.C.1 of the YHDP NOFO Appendix A.

[\(YHDP NOFO Appendix A\)](#)

☐ Support Services for Veteran Families (SSVF) Program Guide

(SSVF Program Guide)

☐ Orange County guidance from the Office of Homelessness and Mental Health Services and the Orange County Office of the Comptroller.

☒ CFCH CoC Plan and/or CoC Written Standards (CFCH Standards and Policies)

E. ☐ Homelessness Diversion Services.

I. For purposes of this Agreement, Homelessness Diversion assistance is a form of Rapid Rehousing assistance with the aim of facilitating rapid exits from the homelessness response system, where the duration of the case management relationship with Participants is expected to be brief, and any provision of financial assistance is expected to be one-time or short-term in nature.

II. Eligible costs include certain costs pertaining to the provision of Homelessness Diversion services in a manner consistent with appropriate rule(s) as listed in Section 1.a. ii. and delivered in accordance with the Housing Entry and Stabilization Facilitation Scope of Work, Attachment L, and/or the Housing Stability Case Management Scope of Work, Attachment H.

F. ☐ Street Outreach Services.

I. Eligible costs include certain costs pertaining to the provision of Street Outreach services, as defined in by the appropriate rule(s) as listed in Section 1.a. ii and delivered in accordance with the Street Outreach Scope of Work, Attachment K, or other applicable Attachment to this contract.

II. In addition to the generally eligible costs listed in sub-paragraph A. above, eligible Street Outreach costs include limited engagement costs associated with addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries and, if the agency owns a vehicle to be used for Street Outreach activities, the cost of gas, insurance, taxes and maintenance for the vehicle.

G. ☐ Hiring and Retention Incentive Funding

I. For purposes of this sub-paragraph, “qualifying position” means a position dedicated to the provision of Housing Stability Case Management, Street Outreach, or Housing Navigation services, as described at sub-paragraphs B, C, and F, respectively, where the employee holding such position:

- (a) is generally expected to regularly complete at least a 40-hour work week;
- (b) is paid through the use of Grant funding initially made available to Sub-recipient through an amendment to this Agreement dated after 10/1/2021;
- (c) is initially hired after 11/1/2021; and
- (d) remains employed in the position or other qualifying position for a minimum of 12 consecutive months prior to the End Date.

II. For purposes of Retention Incentive Funding:

- (a) For each qualifying position created and filled by Sub-recipient, HSN will remit to a Sub- recipient an additional payment of up to \$ 4,000 in incentive

funding upon receipt of written request.

b) Upon confirmation by HSN that Sub-recipient has retained an employee in a qualifying position, Sub-recipient is eligible to receive \$ 34,000 dollars (\$) in incentive funding upon receipt of written request.

(c) Upon confirmation by HSN that Sub-recipient has retained an employee in a qualifying position until the End Date, Sub-recipient is eligible to receive an additional four hundred dollars \$4,000 in incentive funding upon receipt of written request.

H. ☐ System Sustainability Standards

I. Generally

It is the intent of the CFCH that the regional homelessness response system be configured and resourced in a manner that promotes continuity and sustainability, and supports a trauma-informed, housing-focused, evidence-driven community of practice. To that end, the Project Line-Item Budget attached hereto provides an amount and allocation of resources expected to be sufficient to recruit, compensate and retain qualified and dedicated service professionals.

II. Specifically

Unless otherwise approved by HSN in writing, Sub-recipient agrees:

- (a) To ensure that all non-supervisory, professional service positions filled using Grant funds are full-time and pay an annualized wage rate of not less than \$35,000; and
- (b) To make all reasonable efforts to provide an appropriate range of fringe benefits to the employees holding such positions, particularly including the opportunity to secure employer-sponsored health insurance coverage.

I. ☐ Emergency Shelter Operations

I. Generally

Eligible costs include certain costs pertaining to the operations of one or more components of the agency's Emergency Shelter activity to the extent authorized under Section 576.102(a) of the ESG Interim Rule, and delivered in accordance with the CFCH Shelter Standards, which are incorporated hereto by reference.

II. Specifically

Specific eligible costs include maintenance (including minor or routine repairs), rent, security, fuel, equipment, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

J. ☐ Homelessness Prevention

I. Generally

Eligible costs include certain costs pertaining to the operations of one or more components of the agency's Homelessness Prevention activities to the extent authorized under Section 576.103 of the ESG Interim Rule, and/or Section 414.161 Florida Statutes and/or VA SSVF Program Guide and delivered in accordance with the CFCH Homelessness Prevention Standards, which

are incorporated hereto by reference.

K. ☐ Health Services

I. Generally

Grant funds may be used to pay the eligible costs of supportive services that address the special needs of the program participants to the extent authorized under Section 578.53 of the Continuum of Care Program or Section 576.102 of the ESG Interim Rule, and delivered accordingly. These include Mental Health Service and Outpatient Health Services, as defined in the regulations cited above.

L. ☐ Legal Services

I. Generally

Grant funds may be used to pay the eligible costs of supportive services that address the special needs of the program participants to the extent authorized under Section 578.53(e)(9) of the Continuum of Care Program, or Section 576.102(a)(1)(vi) of the ESG Interim Rule, or Section 62.33(g) of the SSVF Program, and delivered accordingly. Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with the homeless individual or family's ability to obtain and retain housing.

M. ☐ Access Point and Assessment

I. Generally

Eligible costs include certain costs pertaining to the operations of one or more components of the agency's Access Points activities, delivered in accordance with the CFCH Homelessness Prevention, which are incorporated hereto by reference. Access Points serve as engagement points for persons experiencing a housing crisis, aimed at ensuring that all people in the community have equal access to all crisis response system resources in the CoC. Access points perform a critical role in beginning to determine which intervention will be most appropriate to rapidly connect people to housing.

N. ☐ Rapid Unsheltered Survivor Housing (RUSH)

I. Generally

RUSH funding will be available to support people experiencing pre-disaster homelessness – those living in an emergency shelter, transitional housing, or a place not meant for human habitation – and people at risk of homelessness – those who have below 30 percent of area median income and either live in severe overcrowding, face eviction in the next 21 days, or have another risk factor for homelessness.

II. Specifically

Eligible activities include emergency shelter; rapid re-housing, which provides up to 24 months of rental assistance, financial assistance for move in costs, and supportive services for people currently experiencing homelessness; homelessness prevention, which provides up to 24 months of rental assistance, utility assistance, and supportive services for people at risk of homelessness; and outreach assistance, including assistance to meet urgent needs, for people who are unsheltered.

O. ☐ Temporary Assistance for Needy Families (TANF)

I. Generally

Provide Temporary Assistance to Needy Families through homeless prevention services, including emergency financial assistance to eligible families facing the loss of their current home due to a financial or other crisis. The objective of the TANF Homelessness Prevention Grant is to provide emergency financial assistance to families experiencing a financial or other crisis through the payment of past due rent, mortgage, or utility bills to enable them to remain stably housed and for the provision of case management services.

II. Specifically

Sub-recipient shall operate and administer the TANF Project in a manner satisfactory to Grantee and consistent with DCF standards required as a condition of providing these funds. In particular, Sub-recipient shall comply with, and support compliance by Grantee with applicable requirements of the Grant Agreement, including but not limited to, the specific provisions of DCF Exhibits A, B, C, C4, C-5, D-1.4, D-2.4 (as amended), D-3.4 (as amended), Attachment D4, E-1.4, E-2.5, Attachment E4, F, Attachment F4, Attachment F4.1, and contract Attachments hereto.

P. ☒ Challenge Grant

I. Generally

This funding is used by the CoCs to meet emergency housing needs of the homeless and at-risk individuals and families, especially those needs which cannot be met by any other program. The Continuum of Care lead agency may provide sub-grants to sub-recipient agencies to implement programs or services or provide housing identified for funding by the Continuum of Care lead agency. Additionally, the objective of the Challenge Unsheltered Grant is to mitigate unsheltered homelessness by providing support to homeless individuals and families through mental health and substance abuse treatment at shelter sites, support for emergency and transitional shelters, support for non-congregate shelters, and support for sanctioned camping sites.

II. Specifically

Sub-recipient shall operate and administer the Challenge sub-grant in a manner satisfactory to Grantee and consistent with DCF standards required as a condition of providing these funds. In particular, Sub-recipient shall comply with, and support compliance by Grantee with applicable requirements of the Grant Agreement, including but not limited to, the specific provisions of DCF Exhibits A, B, C, C2, C-5, D-1.2, D-2.2 (as amended), D-3.2 (as amended), Attachment D2, E-1.2, E-2.3, Attachment E2, F, Attachment F2, Attachment F2.1, and contract Attachments hereto.

Q. ☐ Leasing

I. Generally

Grant funds may be used to pay for 100 percent of the costs of leasing a structure or structures, or portions thereof, to provide housing or supportive services to homeless persons for up to 3 years. Leasing funds may not be used to lease units or structures owned by the recipient, sub-recipient, their parent organization(s), any other related organization(s), or organizations that are members of a partnership, where the partnership owns the structure, unless HUD authorized an exception for good cause. Grant funds may be used to pay the eligible leasing costs that address the special needs of the program participants to the extent authorized under Section

578.49 of the Continuum of Care Program.

R. ☐ Protections for victims of domestic violence, dating violence, sexual assault, or stalking

I. Generally

The Sub-recipient will observe the requirements set forth in 24 CFR part 5, subpart L (Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking). The implementation of VAWA requirements applies to all permanent housing and transitional housing for which Continuum of Care program funds are used for acquisition, rehabilitation, new construction, leasing, rental assistance, or operating costs. The requirements also apply where funds are used for homelessness prevention, but only where the funds are used to provide short- and/or medium-term rental assistance. Safe havens are subject only to the requirements in paragraph 24 CFR 578.99 (j)(9).

iii. ☐ Flexible Financial Assistance

Eligible costs include certain purchases of goods or services for or on behalf of Participants that are necessary for housing placement, stabilization, and retention, and are consistent with the appropriate rule(s) as listed in Section 1.a. ii. Subject to the funding source regulations, the eligible costs may include the following categories:

☐ A. Basic Assistance to Project Participants

Financial assistance in the following forms, as may be further defined by the appropriate rule(s) as listed in Section 1.a.ii. and may be provided to or on behalf of a Participant without pre-approval by HSN, provided that the total cost of all such assistance for a Participant does not exceed six hundred dollars (\$600.00):

- (1) Rental application fees;
- (2) One-time utility deposits and connection fees;
- (3) One-time moving costs, such as those pertaining to the rental of a truck or a short-term storage unit; or
- (4) Moving costs.
- (5) Other costs, as defined with 24 CFR § 576.105(a).
- (6) Other costs, as defined with 24 CFR § 578.53
- (7) Other costs, as defined in the YHDP NOFO Appendix A.
- (8) Other costs, as defined in the VA SSVF Program Guide.
- (9) Other costs, as defined with Orange County guidance.

☐ B. Supplemental Assistance to Project Participants

Financial assistance set forth in Flexible Financial Assistance for Participants, which is appended hereto as Attachment B, under the conditions specified therein. Attachment B, is subject to continuous updates throughout the Term, which shall each be effective one (1) business day after receipt of Notice from HSN.

☐ C. Additional Assistance to Project Participants

Financial assistance in the forms and amounts other than those listed in Section 6,

Eligible Costs, sub-sub-paragraphs iii.A. and iii.B., subject to the requirements of applicable rule(s) as listed in Section 1.a.ii, may be provided only with express written approval in advance from HSN.

iv. ☐ Administration

Eligible administrative costs are defined within the applicable rule(s) as listed in Section 1.a.ii. To be eligible for reimbursement, administrative costs must be itemized and documented in the same manner as all other costs to be paid by HSN under this Agreement.

d. Method of Payment for Eligible Costs

HSN shall pay eligible costs incurred under this Agreement as follows:

- i. HSN shall pay any rental assistance (sub-sub-paragraph a.i.) costs via direct payment to eligible vendors.
- ii. HSN shall reimburse Sub-recipient for services (sub-sub-paragraph a.ii.) costs upon receipt of a complete and accurate invoice documenting such services rendered.
- iii. HSN shall pay flexible financial assistance (sub-sub-paragraph a.iii.) costs via:
 - A. Reimbursement of Sub-recipient for invoiced costs; or
 - B. Direct payments to eligible vendors on behalf of Sub-recipient, as set forth in Schedule B.
 - C. HSN shall reimburse Sub-recipients for invoiced administrative costs.

e. Performance Period

Unless otherwise agreed upon in writing by the Parties, to be eligible for reimbursement under this Agreement, costs must be incurred between [1/1/2025](#), or the effective date of this Agreement, whichever is earlier, and the End Date, as may be extended as set forth in Section 5, Grant Award, above.

f. Proportionate Benefit to Project

If Sub-recipient incurs particular costs such that only a portion are eligible to be paid via this Agreement, or such that said costs will not be charged solely to the Project, the assignment of costs to be paid by this Grant must be prorated, based on the amount of time spent on or benefit derived from activities associated with such costs.

g. Ineligible Costs

Payment of certain specific costs are an ineligible use of Grant funds, regardless of whether they

- i. otherwise pertain to the performance of eligible activities described in this section. Such costs include, but are not limited to: gift cards, direct payments to Participants, and other costs prohibited by the appropriated rule(s) as included in Section 1.a.ii or by one or more Grantors. (e.g., mortgage assistance, immigration and citizenship legal services, retainer fees, contingency fee arrangements, rent application administration and/or holding fee).

- ii. Grant funds may not be used to pay any costs that are not consistent with requirements of the relevant funding sources included in Section 1.a.ii. or supplant federal or state funding otherwise available to Sub-recipient during the Term.
- iii. Grant funds may not be used to provide a duplication of benefits. For purposes of this Agreement, “duplication of benefits” means the provision of Grant-funded assistance to a Participant, where such Participant has received assistance with the same costs during the same month, and the total amount received exceeds the total need for such costs. Sub-recipient agrees to work with HSN to establish and maintain adequate procedures to prevent such duplication of benefits.

Section 7. Matching Funds.

If this box is checked, the provisions of this section shall apply to Sub-recipient with respect to this Agreement: ☒

A. Generally

1. Sub-recipient shall provide or demonstrate the provision of the portion of eligible matching funds to the Project that must be provided to comply with 24 CFR §578.73, and/or 24 CFR §576.201, and/or related State and local Grant requirements, and do so in an amount that preserves the proportion of the matchable portion of the award amount to the matchable portion of the total CoC Project award amount.
2. Sub-recipient shall demonstrably furnish matching funds to the Project in an amount not less than **twenty-five percent (25%)** ☒, or **one hundred percent (100%)** ☐ of the amount(s) of Grant funds awarded to Sub-recipient at section 5 above, as may be subsequently amended, or an amount not less than **\$25,000** ☐.
3. Matching funds may be provided in the form of cash or in-kind services, although the provision of in-kind services shall be governed by a Memorandum of Understanding (hereinafter “MOU”) or other agreement between the Parties.
4. Sub-recipient shall submit all documentation for all match recorded during the previous month in the manner instructed by Grantee and on or before the 15th of each month.

B. Cash match

2. Sub-recipient may use funds specifically dedicated to the CoC Project from any source as match, including federal sources other than those prohibited under the CoC Interim Rule, as well as state, local and private sources, provided that funds from such sources are not statutorily prohibited from use as match, and that no other CoC Program-funded activity is simultaneously using or has previously used the same funds as a source of match.
3. Sub-recipient shall ensure that any funds purported to satisfy the match requirements of this section are eligible under the laws governing the funds for a grant awarded under the CoC Program.

C. In-kind match.

1. Sub-recipient may use the value of any real property, equipment, goods, or services contributed to the project as match, provided that, if Sub-recipient were to purchase the same with grant funds, such costs

would have been eligible under the CoC Interim Rule.

2. The in-kind contribution of services as match must be supported by an MOU or other agreement between Sub-recipient and any third party providing such services, whereby the latter attests to the unconditional commitment of the services to the CoC Project, including the specific nature(s) and amount(s) of services to be provided, the profession(s) of any person(s) providing the services, and the value of the services to be provided.
3. Services provided by individuals must be valued at rates consistent with those ordinarily paid for similar work by Sub-recipient. If Sub-recipient does not have employees performing similar work, such rates must be consistent with those ordinarily paid by other employers for similar work in the same labor market.

Throughout the Term of this Agreement, Sub-recipient shall keep and make available for inspection records documenting such provision of services

Section 8. Eligibility of Participants to Receive Assistance.

Only individuals who or households that are homeless are eligible for assistance using Grant funds as defined in paragraphs 1-4, Section 576.2 of the ESG Interim Rule and/or satisfy other funder eligibility requirements:

☒ Section 576.2 of the ESG Interim Rule

☒ paragraph (1)

☐ paragraph (2)

☐ paragraph (3)

☒ paragraph (4)

☐ SSVF

☒ Continuum of Care

☐ Other: Orange County Guidance

☐ Other: YHDP NOFO Appendix A

☐ Other: DCF defined

Individuals or households who are residing in an emergency shelter or in places not intended for human habitation are eligible. See Section 2.A.iv for further information on definitions of homelessness.

Section 9. Payments by HSN to sub-recipient. ☒

a. Generally

Sub-recipient understands and agrees that all requests for payment of Grant funds are to be made in accordance with Section 6, Eligible Costs, above and adopted HSN policies and workflows.

b. Cost Reimbursement ☒

With respect to costs for which Sub-recipient will request reimbursement from HSN:

- i. Sub-recipient shall submit complete and accurate requests for reimbursement on a monthly basis via invoice to be submitted to HSN by the 15th of the month following the end of the calendar month for which expenses are to be reported, using an invoicing form and process to be provided or deemed acceptable by HSN;
- ii. In exceptional circumstances, when sub-recipient is unable to submit complete and accurate requests for reimbursement by the 15th of the month, sub-recipient shall submit an Estimate of the previous month expenses. This Estimate will NOT serve as a base for reimbursement by HSN.
- iii. Failure to submit a complete and accurate requests for reimbursement within 45 calendar days, following the end of the calendar month for which expenses are to be reported, will result in financial consequences to the sub-recipient agency;
- iv. Sub-recipient shall, to the greatest extent feasible, submit a separate and distinct invoice to HSN for each Grant source, described in Section 1.a. and eligible activity described in Section 6.b. from which funds are made available.
- v. Sub-recipient understands and agrees that, while it is the intent of HSN to fully and timely reimburse Sub-recipient for all applicable and eligible expenses, any inability on the part of Sub-recipient to meet said deadline may hamper or imperil HSN's ability in that regard; and

c. Documentation of Sub-recipient Expenses ☒

Documentation of any Sub-recipient expense must accompany the invoice in which the expense is submitted for reimbursement. Appropriate documentation includes an itemized receipt or invoice, a cancelled check or credit card statement, and any other documentation that may be required by DCF, HUD, VA or local jurisdiction. Additionally:

- i. For expenses pertaining to facilities or structures, the applicable address(es) must appear on such documentation;
- ii. For expenses pertaining to staffing and personnel, such documentation must include pay stubs and timesheets; and
- iii. For client services, including deposits, rent, utilities, etc. the participant's HMIS number be visible on the payment receipt, lease, etc.
- iv. Sub-recipient understands and agrees that the availability of funding to be provided as anticipated by this Agreement is contingent upon HSN receiving Grant funds from Grantor(s).

d. Advance Payments of Funding, ☐

- i. When deemed appropriate and feasible by HSN in its sole discretion, HSN shall furnish Sub-recipient with an advance payment of funds to be used for flexible financial assistance for Project Participants as set forth in section 6. c. iii. above, upon receipt of an invoice requesting same. Grant funds may not be used to provide a duplication of benefits as described in Section 6.e., Ineligible Costs.

- ii. HSN shall determine the amount of funding to be advanced to Sub-recipient, if any, and impose any conditions on their use via Attachment B, Project Line Item Budget.
- iii. In the event that the Sub-recipient fully expends the advance payment during the Term, Sub-recipient shall submit a complete and accurate accounting for and documentation of the use of said funds as set forth in paragraph e. below. Upon review of said submission, HSN in its sole discretion shall determine whether to replenish advance funds to Sub-recipient, in whole or in part, upon receipt of invoice from Sub-recipient requesting same.
- iv. Upon the conclusion of the Term, Sub-recipient shall submit a complete and accurate accounting for and documentation of the most recent advance of funding furnished to Sub-recipient and return to HSN any portion of the advance that remains unspent or that is determined to by HSN to have been spent for ineligible purposes.

Section 10. Participation in HMIS

- a. Throughout the Term of this Agreement, Sub-recipient shall participate in the CFCH HMIS, as demonstrated by compliance with the current CFCH HMIS Policies and Procedures, and which are hereby incorporated into this Sub-recipient Agreement by reference. Such requirements include, but are not limited to, timely and accurate entry of mandatory data elements, adherence to system standards and completion of mandatory training, and are included as Attachment C, HMIS-Related Requirements.
- b. If Sub-recipient is a victim service agency, Sub-recipient shall not enter data into HMIS, but rather shall enter data elements into a comparable system that meets the requirements of the published HUD-HMIS standards (see Attachment T or HUD Exchange website for relevant updates). Comparable databases must meet all requirements of an HMIS but must be distinct from the CoC's HMIS. HSN shall provide Sub-recipient with any support and training necessary to ensure such entry.

Section 11. Participation in the Coordinated Entry System.

- a. Throughout the Term of this Agreement, Sub-recipient shall participate in the system of coordinated assessment required by 24 CFR §578.23(c)(9) and established by CFCH as the Coordinated Entry System (hereinafter "CES").
- b. For purposes of this section, "CES Registry Management process" means one of any number of processes whereby the CES generates and maintains a prioritized by-name list of applicable individuals or families that meet targeting criteria and are matched to appropriate services and housing in keeping with that prioritization.
- c. The Parties agree to work in good faith to expediently negotiate and enter into or extend a Memorandum of Understanding itemizing the specific roles and responsibilities of the Parties with regard to the CES, and which upon execution or extension is incorporated into this Sub-recipient Agreement by reference.

- d. Additional roles and responsibilities specifically applicable to this Sub-recipient Agreement are set forth in Attachment G (if attached herewith). Sub-recipient shall comply with the most recently adopted CES Policies and Procedures, which are incorporated herein by reference, and the allocation and assignment of available housing and supportive service resources made available under the CES umbrella. Such compliance requirements shall apply to all individuals providing services on behalf of Sub-recipient and who accepts any assignments through the CES Registry Management process.
- e. In all cases, during the delivery of housing and/or services, the Sub-recipient shall use the forms and documents listed in Required Documents and Forms, which is appended hereto as Attachment D, Required Documents and Forms (RRH, or PSH, or TH-ROPAL, or CMO, or SSVF, etc.), whenever applicable, unless otherwise approved by the CES in writing.

Section 12. Adoption of a Housing First Approach.

Sub-recipient shall use a Housing First approach to housing and service delivery, as set forth in Requirements Related to Adoption of a Housing First Approach, which is appended hereto as Attachment E, Requirements Related to Adoption of Housing First Approach to Project Operations.

Section 13. Alignment with System-wide Housing Location and Retention Initiative ☒

Unless otherwise expressly agreed to in writing by HSN, Sub-recipient shall at all times coordinate and align with efforts to facilitate identification of, application to, placement into, stabilization in, retention of, and management of exits from temporary or permanent housing with those of the CFCH Housing Operations Team system-wide initiative (hereinafter "HLT"). Such efforts shall include, but are not limited to, compliance with the applicable HLT-related policies and procedures contained in Attachment G - Project Specific Roles and Responsibilities (if attached herewith), and appropriate use of all HLT-related forms and documents listed in Attachment D, Required Documents and Forms.

Section 14. Recordkeeping and Reporting.

a. Recordkeeping Requirements

Sub-recipient shall maintain all records associated with the operation and administration of the Program in the manner and for the duration prescribed by the applicable Grantors as noted below:

- ☐ 3 years
- ☐ 5 years
- ☐ 7 years
- ☒ Other 6(six) years

If an audit is performed, records shall be retained a minimum of six years after the audit report is issued, or until the resolution of any audit findings or litigation.

b. Reporting Requirements

- i. Sub-recipient shall fully assist and support HSN with meeting the reporting and invoicing requirements of the relevant Grantors, including use of all applicable documents and forms listed in Attachment D, Required Documents and Forms.

Section 15. Key Requirements

A. Sub-recipient shall comply with the following terms and conditions, as required by the applicable Grantor(s)/Funding Sources listed in Section 1a:

- a. It is the responsibility of the Sub-recipient to review grantor/funding source insurance requirements. Sub-recipient shall maintain, on a primary basis, at all times and throughout the duration of this Agreement, insurance coverage with adequate limits and in forms (including endorsements) necessary to perform the activities that are the subject of this Agreement. Sub-recipient shall promptly provide HSN with proof of such required coverage upon HSN request.
- b. Sub-recipient shall not discriminate against any employee or person served on account of race, color, sex, age, religion, ancestry, national origin, disability, marital status, or any other basis prohibited by law, rule, or ordinance. Sub-recipient shall comply with Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, both as amended, and the Fair Housing Act. Sub-recipient shall promptly provide HSN with proof of such compliance and/or policies upon HSN request. Additionally, DCF sub-recipients commit to comply with DCF CFOP 60-16, Chapters 3 and 4.
- c. Sub-recipient shall comply with all applicable administrative requirements, cost principles, and audit requirements of 2 CFR Part 200.
- d. Dependent on funding source, an authorized representative of the Sub-recipient must sign and return to HSN a copy of the Certification Regarding Drug-Free Workplace (VA Form 40-0895-8), the Disclosure of Lobbying Activities (Standard Form SF- LLL), and the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (VA Form 40-0895-12), or Certification for a Drug-Free Workplace (U.S. HUD Form 50070), the Disclosure of Lobbying Activities (HUD Form SF- LLL 0348-0046) and Certification Regarding Debarment and Suspension (HUD Form 2922), or FL State Certification Regarding Lobbying (CF1123), FL State Certification Regarding Debarment (CF1125) and FL State Access Confidentiality and Nondisclosure Agreement (CF112).
- e. Other requirements specific to the applicable contracts between HSN and the applicable Grantors identified at Section 3b.
- f. Financial Consequences - if the Agency fails to perform in accordance with this Contract or perform the minimum level of service required by this Contract, or the Agency incurs costs that are determined to be ineligible or unallowable, HSN may apply financial consequences for such failure to perform, as per Grantors determination and in accordance with sections 287.058(1)(h) and 215.971(1)(c), Florida Statute, or CFR Part 200 (200.410, et seq.) and 38 CFR Part 62 (62.38, 62.80, et seq.) or other applicable guideline.
- g. Units of Deliverables - if applicable under the governing Grant agreement, the Agency shall

perform all tasks and accomplish agreed units of deliverables, as per the attached Annex (Units of Deliverables) to this Amendment. The units of deliverables represent minimum level of service to be performed, and criteria for evaluating the successful completion of each deliverable.

- h. E-Verify Affidavit - if applicable under the governing Grant agreement, the Agency must provide HSN with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as per section 274A of the Immigration and Nationality Act (8 U.S.C. § 1324a) and section 101 of the Immigration Reform and Control Act of 1986 and in compliance with Florida Statute 448.095(2)(b)1. and (2)(b)2. The subcontractor shall maintain a copy of such affidavit for the duration of the contract. As an Annex to this Amendment, a Sample Affidavit is provided herein.
- i. Anti-human Trafficking - sub-recipient shall comply with Section 787.06(13), Florida Statutes, sub-recipient shall attest under penalty of perjury, that sub-recipient does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.
- j. Inspections and Corrective Action - the Agency shall permit access to facilities, goods and services which are relevant to this contract, by persons duly authorized by the Florida Department of Children and Families.
- k. The sub-recipient shall comply with, and shall ensure that its employees comply with all applicable safety laws or ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes but is not limited to the following: 1. Occupational Safety & Health Act (“OSHA”); 2. National Institute for Safety and Health (“NIOSH”); 3. National Fire Protection Association (“NFPA”); 4. Orange County Safety and Health Manual; and other safety regulations, as requested by funding principles.

Section 16. Default.

- a. Default shall consist of the use of Grant funds for a purpose other than as authorized herein, or any other material breach of this Agreement.
- b. Upon due notice to Sub-recipient of the occurrence of any such default, and the provision by HSN of areasonable opportunity to respond, HSN may take one or more of the following actions:
 - i. Direct Sub-recipient to discontinue or refrain from incurring Project costs;
 - ii. Reduce or recapture the award of Grant funds awarded herein;
 - iii. Direct Sub-recipient to reimburse HSN for costs inappropriately charged to HSN; or
 - iv. Other appropriate action including, but not limited to, any available remedy at law.
- c. If Sub-recipient contravenes any provision set forth in this Agreement that does not rise to the level of a material breach, HSN shall work expediently with Sub-recipient to develop and implement a correctiveaction plan or other form of remediation.

Section 17. Budget Amendment

Except as otherwise set forth in this section, Attachment B, Project Line-Item Budget, may be amended only via written agreement of the Parties.

a. Definitions.

- i. For purposes of this section:
- ii. "Project Budget" means the complete listing of eligible expense types or categories, together with the corresponding listing of total amounts of Grant funding to be made available for each such type or category.
- iii. "Budget line-item amount" means the total amount of funding provided in the Project Budget for a particular expense type or category, taken across all Grant sources.
- iv. "Grant Sub-budget" means a portion of the Project Budget, where the expense types or categories and corresponding funding amounts are restricted to a particular Grant source.
- v. "Budget cell amount" means the amount of funding provided in a Grant Sub-budget for a particular expense type or category.

b. HSN may approve an increase/decrease in a particular budget cell amount resulting from HSN granting Sub-recipient access to Grant funding for an eligible expense for which funding was not previously available.

c. Such approval shall have the immediate effect of increasing/decreasing one or more budget cell amounts under a Grant Sub-budget and the Project Budget total amount.

- i. All proposed amendments to Attachment B, Project Line Item-Budget, via any of the alternative means as described in this section must be approved in writing by HSN but may be initiated either by Sub-recipient or HSN.
- ii. If the amendment is initiated by HSN, HSN shall furnish a notice to Sub-recipient in writing with at least seven (7) days advance notice, which period shall include an opportunity for Sub-recipient to respond prior to the effective date. HSN reserves the right to modify or withdraw the amendment in response to issues or concerns raised by Sub-recipient without an additional notice period.
- iii. If the amendment is initiated by Sub-recipient, Sub-recipient shall furnish a request to HSN in writing and shall provide HSN fourteen (14) days to respond with approval or denial. If approved, HSN shall furnish a revised Attachment B, Project Line-Item Budget to sub-recipient.
- iv. HSN shall periodically or upon request furnish a revised Attachment B, Project Line-Item Budget, reflecting all such increases/decreases.

Section 18. Suspension and Termination.

a. This Agreement may be suspended or terminated by either of the Parties at any time, with or without cause, upon no less than thirty (30) days' notice in writing to the other party. Suspension or termination may also occur if Sub-recipient materially fails to comply with any term or condition of this Agreement. In the event of notice from Grantee that Sub-recipient is in default of any of the requirements of the CoC Program, Sub-recipient must undertake the action required by Grantee.

- c. If Sub-recipient is notified of a violation of a term or condition of this Agreement by Grantee, payment of funds shall be suspended and Sub-recipient shall have ten (10) days to submit a plan of action to correct said violation. Such time may be extended at the sole discretion of Grantee. If a plan of action acceptable to Grantee is not submitted by Sub-recipient within the required time, this Agreement shall be terminated as provided in subsection A above.
- d. In the event the grant is reduced or recaptured by the Grantee as a result of suspension or termination of this Agreement, the amount to be received by Sub-recipient hereunder shall be accordingly reduced. In the event of recapture, Sub-recipient must repay said funds to Grantee.

Section 19. Additional Terms and Conditions.

- a. Each of the Parties agree to indemnify and hold harmless the other from and against all liability, claims, demands, and proceedings and costs of actions of any kind and nature arising or in any way connected with the performance of this Agreement by the other, including attorney fees, whether or not suit is filed.
- b.
 - i. In the event of a conflict between any provision of any applicable Grant contract and any provision of this Agreement, the former shall control.
 - ii. In the event of a conflict between the provisions of any applicable Grant contracts or any other conflict among provisions set forth or referenced herein, HSN shall notify Sub-recipient in writing of the appropriate resolution.
- c. Sub-recipient acknowledges that the funds provided by HSN under this Agreement are those given to HSN by one or more Grantors, and that HSN's ability to furnish said funds to Sub-recipient may be impacted by the said Grantors.
- d. HSN and the Sub-recipient agree that the Sub-recipient, its officers, agents, and employees, in the performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee or agent of HSN.
- e. Except as otherwise set forth herein, This Agreement may only be amended upon written agreement of the Parties.
- f. Notices provided under this Agreement shall be made to the Parties in writing, and shall be hand-delivered to the chief executive of said party or sent by certified mail, return receipt requested, to:

for HSN: **Martha Are, Homeless Services Network of Central Florida, 142 E Jackson St., Orlando, FL. 32801;**

and for Sub-recipient: **Mike Steigerwald, City of Kissimmee, City Hall, 101 Church Street, Suite 500, Kissimmee, FL 34741.**
- g. The invoicing, record-keeping and reporting requirements set forth herein shall survive the termination or expiration of this Agreement.
- h. This Agreement constitutes the entire agreement between the Parties hereto.

- i. The execution date of this Agreement is ____ / ____ /**2025**.
- j. The effective date of this Agreement is the date as stated in Section 4b.

IN WITNESS HEREOF, the authorized representatives of the Parties hereby enter into this Agreement and affix their signatures accordingly:

For: **Homeless Services Network of Central Florida, Inc.,**

Signature of Authorized Representative

Print Name

Title

For: **City of Kissimmee**

Signature of Authorized Representative

Print Name

Title

Attachments: B, P and assorted DCF forms

ATTACHMENT B
PROJECT LINE-ITEM BUDGET: DCF-Challenge Unsheltered Grant

DCF Grant No.: GPZ-47

City of Kissimmee

TERM: 6-months term (1/1/2025 - 6/30/2025)

<u>Eligible Activity</u>		Program Funds Reserved for Sub- recipient	Matching Funds to Be Provided by Sub- Recipient
1	Mental Health and Substance Abuse	\$ -	
2	Emergency and Transitional Shelters	\$ 75,000.00	
3	Support for Non-Congregate Shelters	\$ -	\$ 18,750.00
4	Support for Sanctioned Camping Sites	\$ -	
TOTAL BUDGET		\$ 75,000.00	\$ 18,750.00

Budget Note:

Pursuant to Section 420.622(4)(a) Florida Statutes a match of 25% is required for funds received under this Challenge Grant.

initials

ITEM 7.R

Budget Transfer for plans and document scanning services for the Building Division

Request

Request to transfer funds from the Building Division reserves to fund expenses for the scanning of old documents and plans.

Explanation

Based on State of Florida General Records Law Schedule GS1-SL, government agencies are to retain various documents and plans, particularly Commercial Architectural Building Plans. These are to be retained for the life of the structure.

Prior to 2022, hundreds of thousands of hard copy files and plans were submitted for permit approval and are considered public record. Currently, these documents and plans sit rolled in large boxes waiting to be electronically scanned, meanwhile occupying halls and taking up valuable and limited office space.

In 2020, the Building Division hired a full-time employee who concentrates on scanning these documents. Over the years, she has scanned thousands of documents, yet her time is split among other job tasks. And although progress has been made, there is still a vast number of documents and plans that need to be scanned. Due to limiting storage space and the amount of time it will take for one individual to scan all of these items, a contract between the City's Information Technology Department and MCCI, a records management company, can assist us in scanning these files (Contract number 20-067). In order to fund this, a transfer from the Building fund reserve is necessary. If authorized, MCCI will pick up these files within the next month and scan them, conduct a quality assessment, and destroy the duplicate documents within one year's time. This will relieve the Division from storage limitations, ensure compliance with the law, and will reduce the time it would have taken staff to scan these individually.

The addendum to the scanning contract will be brought to the City Commission at a later date.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10140110 509276		Decrease	\$358,702	
10140103 503434		Increase	\$358,702	

Financial Summary:

Adequate reserves are available in the Building Division to fund this one time expenditure.

Recommendation

Approve the request to transfer funds from Building reserves.
City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. MCCI Agreement

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20067

SCANNING ORDER

Pursuant to Master Services Agreement No. 20067 ("**Agreement**"):

This Scanning Order, designated as Addendum No. 1 is entered into as of _____, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

CITY OF KISSIMMEE ("Client")

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PROJECT SCOPE

GENERAL DESCRIPTION

DOCUMENT SIZE	Regular up to 11" x 17" and Large Format up to 42" wide
DEPARTMENT	Building Department
DOCUMENT TYPES	Permit Files, Registration Files, CO Files,
DOCUMENT/ROLL/FICHE COUNT	19,082
IMAGE COUNT	Regular Format – 106,562 Large Format – 112,740
IMAGES PER DOCUMENT/ROLL/FICHE	Regular Format – 11 Large Format - 12

DOCUMENT PREPARATION

CURRENT STORAGE METHOD	Files are stored throughout the first floor of City Hall in boxes and cabinets. Rolled plans are also stacked or in bins/racks.
CONDITIONS OF DOCUMENTS	Most of the files are in good condition and look typical for this type of file. Plans are rolled and folded. Some sets of plans have screws in them to hold them together. Also a lot of the older plans have seals which will need to be shaded in order to show up on scanned images. Therefore, heavy prep will be quoted for the large format pages.

IMAGE PROCESSING & INDEXING

DPI & COLOR	300 DPI, Black & White
NUMBER OF INDEX FIELDS	Up to 2 Fields
DOCUMENT NAMING CONVENTION	Permit Number
FIELDS TO BE INDEXED	Permits and Plans - Permit Number, Address Registration Files – Contractor Number, Contractor Name CO's – CO#, Address
OPTICAL CHARACTER RECOGNITION	Not Included – Client can OCR in Laserfiche

IMAGE OUTPUT

DELIVERY METHOD	Secure FTP Transfer
OUTPUT TYPE	Laserfiche Briefcase, TIFF/PDFs

MATERIAL HANDLING

SHIPPING LOGISTICS	MCCi Pickup
SHIPPING & DELIVERY TERMS	One pickup trip is included in the pricing. If split into multiple pickups additional charges will apply.
PHYSICAL DOCUMENTS	Secure Destruction

The Scope above has been provided and/or confirmed by Client. Both Parties agree that the estimated Pricing defined herein is based on the Project Scope and the following assumptions. If documents are not as initially represented, additional charges will apply. MCCi will call for authorization to proceed with the project.

MILESTONES, TASKS & DELIVERABLES

Milestone	TASKS / Deliverables
#1: Project Kickoff	Tasks: Client's MCCi salesperson will set up a project kickoff call. During the kickoff call, the MCCi team will walk Client through the project scope and contract. Requirements, timeline, pickup and delivery, and other project specifics will be discussed with Client. Client Deliverables: ▪ Client is responsible for filing of all documents in their document management system ▪ All documents will be boxed and securely closed. ▪ Boxes will not exceed 40 lbs each ▪ Boxes will need to be 95% filled or less ▪ Boxes will need to be accessible without the use of stairs ▪ Boxes will need to be clearly labeled ▪ Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion Assumptions: MCCi may utilize Basecamp to communicate with Client on a regular basis about project progress, issues, etc. MCCi may not conduct Client kickoff for continuations of existing project(s).
#2: Sample Sign-Off	Tasks: Once Client documents are brought into MCCi facility and reviewed, the MCCi team will scan a sample of Client's documents. MCCi will select settings based on the Project Scope, and to make sure Client's documents are being digitized in a manner that preserves as much detail, clarity, and quality as possible. MCCi will deliver these sample scans to Client electronically for review. Once Client agrees that the sample scan quality is satisfactory, the MCCi team will proceed with the rest of the project. Assumptions: Sample scans may not be needed if MCCi and Client have previously worked on similar conversion projects together. Client will review sample scans within two (2) business days of receiving them from MCCi. Client will need to approve or deny image quality samples within two (2) business days of electronic delivery. Delays in approval may cause significant delays in project timeline.
#3: Scheduled Finished Product Delivery	Deliverable: At regular intervals (typically monthly), the MCCi team will electronically deliver the digitized documents that were finished in the previous period. Assumptions: Billing will occur upon completion of this milestone. These documents will have gone through MCCi prepping, scanning, and quality control processes. The delivery schedule will vary based on the size and scope of project.

#4 Physical Document Return	Tasks: Once the last finished product delivery has taken place, Client's documents will be returned in the fashion indicated in the Project Scope. Documents will continue to be treated with care until they are in Client's possession. Documents will be returned to Client in the order they were received, but they will not be placed back into their file folders/envelopes or be re-prepped (unless specifically stated otherwise in the Project Scope). Folders/envelopes may need to be cut for processing. Client should review all returned documents to ensure all originals are back in their possession. If Client has chosen to have MCCi destroy their documents (as opposed to being returned), Client will receive written notification that the documents have been destroyed.
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PRICING



3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill /Ship to: Doug Etheredge
doug.etheredge@kissimmee.gov
cc AP Contact:
Tony.Curtis@kissimmee.gov
Maria.Damas@kissimmee.gov

Client Name: City of Kissimmee

Quote Date: February 14, 2025

Client Address: 101 North Church Street, 5th Floor, Kissimmee, FL 34741

Quote Number: 34898

Order Type: Scanning

<i>Scanning Services Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>OMNIA - NCPA 01-162</i>	<i>Total</i>
MCCI SCANNING SERVICES				
☒ Regular Size Images up to 11x17" (< 250,000) Doc Prep Per Image	106562	\$0.100	\$0.0949	\$10,112.73
☒ Regular Size Images up to 11x17" (< 250,000) Scanning Per Image	106562	\$0.142	\$0.1347	\$14,353.90
☒ Large Format up to 42" Wide (> 100,000) Standard Scan and Prep Per Image	112740	\$2.001	\$1.9010	\$214,318.74
☒ Large Format up to 42" Wide (> 100,000) Heavy Doc Prep Per Image	112740	\$0.528	\$0.5014	\$56,527.84
☒ Indexing Fields Per Index (< 50,000)	38164	\$0.316	\$0.3000	\$11,449.20
☒ Pick Up, Base Fee	1	\$500.000	\$475.0000	\$475.00
☒ Pickup, Per Box (<200)	156	\$15.600	\$14.8200	\$2,311.92
☒ Secure Destruction (Regular Images, Per 1.2 CU Ft Box)	43	\$12.000	\$11.4000	\$490.20
☒ Secure Destruction (Large Format Images, Per 1.2 CU Ft Box)	113	\$12.000	\$11.4000	\$1,288.20
☒ Project Management for Scanning	1	\$18,900.000	\$17,955.00	\$17,955.00
Scanning Services Subtotal				\$329,282.73
GRAND TOTAL - SCANNING SERVICES				\$329,282.73
TOTAL SCANNING PROJECT COST				\$329,282.73

All Quotes Expire in 30 Days

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

OMNIA - NCPA Pricing - The pricing and terms in this statement of work ("SOW") are derivative of the "Not-To-Exceed" digitization rates that were competitively sourced through the National Cooperative Purchasing Alliance (NCPA). The rates and terms listed are based upon the complexity and volume of the project(s) outlined in this SOW. The rates listed may be applied to additional projects that haven't been specifically outlined in this SOW, but MCCi reserves the right to verify the complexity of those projects and if needed modify the rates accordingly.

BILLING SCHEDULE

Deliverables will be billed monthly for work completed during the previous month. Client is responsible for all images processed by the MCCi project team. Any expected overages will be raised with Client before such overage is to occur so that Client can appropriately make arrangements to accommodate for the overages.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

SCANNING ASSUMPTIONS

The following assumptions serve as the basis for this SOW. Any service or activity not described in this SOW is not included in the scope of services to be provided. Variations to the following may impact this SOW's cost and/or schedule and require a change order.

DELIVERABLE ACCEPTANCE CRITERIA

- Both Parties acknowledge that the acceptance period noted herein is in conflict with the Master Agreement and the terms defined below take precedence.
- MCCi's delivery of a Deliverable to Client shall constitute that MCCi has conducted its own review and believes it meets Client's requirements.
- Client shall then have the right to conduct its own review of the Deliverable as Client deems necessary.
- MCCi's acceptable error rate will be less than 0.5% for the overall project, unless otherwise stated in writing. MCCi cannot be accountable for records not reflected in the original inventory report provided by Client. MCCi will correct only those valid discrepancies above the acceptable error rate reported within the Acceptance Period (defined below).
- If Client, in its reasonable discretion, determines that any submitted Deliverable does not meet the agreed upon expectations, Client shall have 30 days after MCCi delivers the Deliverable to Client (the "Acceptance Period") to give written notice to MCCi specifying the deficiencies in reasonable detail.
 - MCCi shall use reasonable efforts to promptly resolve any such deficiencies.
 - Upon resolution of any such deficiencies, MCCi shall resubmit the Deliverable for review as set forth above.
 - Notwithstanding the foregoing, if Client fails to reject any Deliverable within 30 days, such Deliverable shall be deemed accepted.

GENERAL

- Charges apply on a per project basis and are dependent upon size and volume of documents. MCCi requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.
- Client agrees that the work described herein represents MCCi's current best estimate and is subject to possible change due to circumstances beyond MCCi's direct control and/or new or additional information discovered during the course of the project. Further, Client understands and acknowledges that MCCi's ability to meet such work schedule is dependent upon, among other things, the accuracy of the assumptions and representations made by Client, the timeliness of Client business decisions, and the performance of Client and Client's vendor personnel in meeting their obligations for this project and in accordance with this Order.
- MCCi maintains partnerships for the purpose of offering additional capacity and flexibility in meeting Client expectations. In the event partners are used for a project, the management and support of the project will be handled directly by MCCi. Physical documents will never leave the United States, but our partners may utilize offshore resources to handle document indexing, quality control, and other processes.
- Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (<http://www.basecamp.com>) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and Client may be stored in Basecamp.
- Client is responsible for creating and operating any workflows needed to import data. Our import assistance is only for importing into Laserfiche and does not cover any workflow diagnosis or modifications.

DOCUMENTS

- Client understands that MCCi will process every image supplied to MCCi by Client as furnished. Client is responsible for removing any documents before shipping to MCCi for processing.
- Client will furnish MCCi with all hardcopy/electronic documents for its use in preparing the document imaging project for conversion. Upon completion of scanning, MCCi will return the documents to the Client in the order as received from Client but not placed back into their file folders/envelopes or re-prepped unless specifically stated otherwise in the Project Scope.
- Client is required to package all materials per MCCi's instructions prior to shipment/delivery of materials to MCCi's facility. If Client chooses to utilize MCCi's pickup and delivery service (offered in select states), pricing is based on picking up the entire project described in the scope of services in one (1) shipment. At the time of updating or if additional trips are required due to Client not having all the documents ready for pick up, additional charges will be applied. If Client chooses to ship via a certified carrier, Client incurs all shipping costs.

DOCUMENT & DATA STORAGE

- MCCi's facilities contain secure rooms for hardcopy "work in progress" document storage. MCCi will arrange for the return of hardcopy documents to Client after completion of scanning. If documents reside at MCCi facilities for a period longer than 90 days after converted electronic data is delivered to Client, storage charges of \$2.50 per cubic foot per month will apply.
- MCCi is not responsible for maintaining a copy of Client data, with the exception of clients who subscribe to MCCi's Online Document Hosting Services. MCCi periodically reviews and deletes Client data from previous projects. The timing of the periodic review and deletion of data is at MCCi's discretion. If Client requires MCCi to delete copies of its data prior to MCCi's standard process of deleting data, Client is responsible for submitting an official request in writing and for obtaining confirmation of data deletion.

LASERFICHE

Laserfiche system clients with a pre-existing template are required to supply MCCi with a Laserfiche Briefcase of their current folder/template structure, prior to each scanning project.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

ITEM 8.A

Revocation of the March 2024 City Commission Policy on signage at the Kissimmee Civic Center

Request

Per City Commission direction, request consideration to revoke the March 2024 policy allowing signage at the Kissimmee Civic Center placed by the public during specific time periods.

Explanation

In March 2024, the City Commission adopted the attached policy allowing the public to place signage on City property (Civic Center only) during specific times of the year during early voting and on election days. This policy was an exception to the City Code prohibition on signage on any public property or right-of-way within the City Limits, unless placed by a government agency. At a recent workshop, the Commission instructed staff to proceed with the process of revoking this policy.

The revocation of the policy will mean no signs can be placed by anyone other than government agencies on the Civic Center property or abutting rights-of-way in accordance with the City Code. The revocation of the policy will have the following results:

- No signage will be allowed on the Civic Center property, except for official signage placed by a government agency. This prohibition would also include tents and shade structures with screen-printed or attached signage. See City Code of Ordinances Sec 14-11-11(Q).
- No mobile or parked vehicle signs will be allowed per City Code of Ordinances Sec 14-11-11(I) and 14-2, the definition of a parked vehicle sign.
- No persons holding signs will be allowed per City Code of Ordinances Sec 14-11-9(O)(7) and (8).

The Commission will need to determine if shade structures will be allowed during the times the Supervisor of Elections has voting available to the public. In the past, the Parks & Recreation Department has allowed them with approved anchoring. However, the existence of tents at the Civic Center has led to some conflicts in the past.

Recommendation

Approval to revoke the March 2024 policy allowing signage at the Kissimmee Civic Center placed by the public during specific time periods.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Craig Holland

Attachment(s):

1. Civic Center Sign Policy OCSE polling place march 2024
2. Kissimmee Code References



Signage allowed at the Kissimmee Civic Center during Osceola County Supervisor of Elections use of the facility for all elections.

The Kissimmee Civic Center located at 201 E Dakin in Downtown Kissimmee is often used by the Osceola County Supervisor of Elections as a polling place for elections. Polling can occur for several weeks with early voting.

This policy manages the time, size, location, and method of display for signs during the period the Civic Center is being used as a polling place for elections. This policy is not intended to restrict signage erected by the Supervisor of Elections to identify the Civic Center as a polling place.

Nothing in this policy shall prohibit or restrict the language or information on signs.

Sign standards:

- 1) All signs are of a temporary nature and do not require a sign permit.
- 2) Signs cannot be larger than 2' x 2' (4 square feet).
- 3) Signs may be double sided.
- 4) Signs may only be placed in the area designated on Map #1.
- 5) Signs must be mounted in the ground and freestanding on a wire frame. See Illustration #1.
- 6) Signs may be placed once the Osceola County Supervisor of Elections polling location becomes active at the City of Kissimmee Civic Center.
- 7) All signs must be removed within 24 hours of the end of the voting and the polling closes.
 - a. Signs not removed within 24 hours will be collected by the City and disposed of in the appropriate manner.
- 8) Signs may be attached to vehicles.
 - a. Vehicles must be parked within a designated parking space.
 - b. Vehicles cannot be parked or located within a designated drive aisle, landscape area, handicap parking space or across multiple parking spaces.
 - c. Vehicles cannot be parked overnight.

Prohibited signs and method of display:

- 1) Any sign that does not meet the standard above.
- 2) Signs mounted, tied, or affixed to landscaping, street and parking signs, or other structures.
- 3) Signs using a frame or stand other than a wire frame as described above.
- 4) Signs using concrete blocks or similar items to maintain the sign upright.

The City of Kissimmee Civic Center is owned and operated by the City of Kissimmee, and the City reserves the right to remove and dispose of any sign that does not meet the standards or intent of this policy.

Illustration #1



Map #1



March 2024



City of Kissimmee • 101 Church Street • Kissimmee, Florida 34741 • www.kissimmee.gov

14-11-9. Temporary signs.

Temporary signs not expressly listed below are prohibited. Unless indicated otherwise, permits for the signs below shall not be required.

A. *Banner signs (permit required).*

1. *Residential districts.* One banner per development may be displayed for a maximum of 30 days per calendar year for grand opening events only. Banners must be a maximum of six square feet in size.
2. *Non-residential and multi-family districts.* One banner per establishment may be displayed for a maximum of 90 days per calendar year. Banners must be a maximum of 21 square feet in size. Banners for establishments located in multi-tenant centers must adhere to the following:
 - a. Only 25 percent of the licensed business establishments in shopping centers or buildings with multiple business establishments may have a banner sign at any given time.
 - b. A business establishment with multiple city occupational licenses at a single location must only have one banner for 90 days per calendar year.
 - c. Only one single banner sign may be mounted on a permanent monument or pole sign, additional permitted banner signs for other business establishments must be mounted on the building.
3. *Public and semi-public uses.* One banner per establishment may be displayed for a maximum of 60 days per calendar year. Banners must be a maximum of 30 square feet in size. Off-site banners shall be permitted as follows:
 - a. Permitted for special events or fundraising drives held by a semi-public or public use only.
 - b. Must be located on non-residential zoned property with permission of the owner of the property where banner sign is to be displayed.
 - c. An establishment may not have both an off-site and an on-site banner sign concurrently.
4. *Political party and candidate headquarters and offices.* One banner per establishment may be displayed beginning six months prior to the election and must be removed within seven days after the election. Banners must be a maximum of 21 square feet in size.
5. *Illumination.* No illumination is permitted for banner signs.
6. *Location.* All banner signs must be mounted or secured on the façade of a structure, on a permanent monument or pole sign, or on a fence or wall. Banner signs must not be mounted, secured or hung from trees or other landscaping; permanent flag poles; utility poles; light poles; temporary poles or similar type supports constructed of wood, plastic, metal, or wires; or any temporary device used solely for the purpose of supporting a banner sign. Banner signs must not be mounted or secured to vehicles. Banners must not cover windows located on the front of the establishment or the storefront. The bottom of any banner sign mounted or hung over a pedestrian or vehicle traffic area must have a minimum of eight feet of ground clearance.
7. The length of display for any banner sign may be divided into no more than three separate time periods with a minimum length of 30 days, each requiring a separate permit.

B. *Feather banners (permit required).*

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1. Residential districts. One feather banner per development may be displayed for a maximum of 30 days per calendar year for grand opening events only. Banners must be a maximum of six square feet in size and no more than ten feet in height.
 2. Non-residential and multi-family districts. One feather banner per establishment may be displayed for a maximum of 30 days per calendar year. Banners must be a maximum of 21 square feet in size and no more than ten feet in height. Banners for establishments located in multi-tenant centers must adhere to the following:
 - a. Only 25 percent of the licensed business establishments in shopping centers or buildings with multiple business establishments may have a feather banner sign at any given time.
 - b. A business establishment with multiple city business tax receipts at a single location shall only have one banner for 90 days per calendar year.
 3. Feather banners shall not be permitted in the Downtown Form-Based Code area.
 4. Illumination. No illumination is permitted for banner signs.
 5. Location. All feather banners must be set back a minimum of five feet from the front property line and must not be located within sight triangles.
 6. The length of display for any banner sign may be divided into no more than three separate time periods with a maximum length of ten days, each requiring a separate permit.
 7. Feather banners shall not be permitted concurrently with other banners for the same establishment.
- C. *Cold air balloons (permit is required).*
1. Cold air balloons shall be permitted in non-residential and multi-family districts only. Balloons shall not be permitted within the form-based code area except for lots with direct frontage on Vine Street or John Young Parkway.
 2. One cold air balloon per establishment may be displayed for a maximum of 60 days per calendar year, for no less than ten days per display. For multiple-tenant buildings, only one establishment may have a cold air balloon at any given time. No new balloons shall be permitted on the property for at least 20 days after the expiration of the previous permit.
 3. Location. Balloons must meet setback requirements of the zoning district where located, except balloons must be located a minimum of 15 feet or the height of the balloon, whichever is greater, from adjacent rights-of-way, as measured from the property line to the outer edge of the balloon, and must not be located within retention areas, required parking spaces, drive aisles or site triangles.
 4. Cold air balloons must not exceed 25 feet in height from grade.
 5. See section 14-11-3.B for illumination requirements.
- D. *Pedestrian-oriented signs.*
1. One portable pedestrian-oriented sign per ground floor establishment shall be permitted for commercial establishments within the Downtown Form-Based Code area and multi-tenant centers as defined in chapter 14-2.
 2. Size/height. Signs must be a maximum of eight square feet per side for a two-sided sign and no more than four feet in height.
 3. Location.

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- a. All signs must be located within five feet of the entrance of the business which they are advertising or immediately adjacent to associated outdoor dining areas.
 - b. Within the Downtown Form-Based Code area, in addition to the provisions of section a above, signs may be located on a public sidewalk provided that five feet of clear pedestrian access is maintained on the sidewalk.
4. Signs must only be displayed during hours of operation for the business which they are advertising. Signs must be stored inside the business when not in use and must not be left outside or on the public sidewalk after business hours.
 5. Signs must not be secured or otherwise locked to any item within the public right-of-way in a manner that would prevent necessary removal of the sign by the city.
- E. *Temporary window signs.* Temporary window signs, as defined in chapter 14-2, must not exceed more than one-third of the transparent glass area of any window, to be combined with any permanent window signage. Said signs shall be permitted on ground floor establishments only. Merchandise displays without signage shall be exempt from this requirement, but must not block more than 50 percent of the transparent area of the window. Signs displayed in the interior of the building must be non-illuminated and set back a minimum of 15 feet from the glass or opening in order to be exempt from this section. See section 14-11-5.B.6 for additional window transparency requirements.
- F. *Future occupant signs (permit required).* Future occupant signs are intended to assist in advertising businesses that have not yet obtained their certificate of occupancy or business tax receipt. One future occupant sign shall be permitted per establishment. Said signs must be a maximum of 20 square feet in size and must be removed upon business tax receipt issuance or within 120 days of installation, whichever is less. This period may be extended by the development services director upon formal request if a business tax receipt is not issued within 120 days. Future occupant signs must contain only the names and/or logos of future occupants of the site. Future occupant signs must also adhere to the standards outlined in section 14-11-9.A for banner signs.
- G. *Real estate signs.*
1. Residential districts. One sign, a maximum of six square feet in size, shall be permitted per street frontage.
 2. Non-residential and multi-family districts. One sign, a maximum of 32 square feet in size, shall be permitted per street frontage.
 3. Illumination. No illumination is permitted for real estate signs.
 4. Off-site real estate signs shall be prohibited. All real estate advertised must be located on the premises where the sign is located.
- H. *Contractor signs and project signs.*
1. *Residential districts.* One sign per lot may be displayed during remodeling or construction only. Contractor signs may be installed after site plan/permit approval for up to 18 months or the issuance of a certificate of occupancy, whichever is less. Signs must be a maximum of six square feet in size.
 2. *Non-residential and multi-family districts.* One sign per establishment may be displayed during remodeling or construction only. Contractor signs may be installed after site plan/permit approval for up to 18 months or the issuance of a certificate of occupancy, whichever is less. Signs must be a maximum of 32 square feet in size.
 3. *Illumination.* No illumination is permitted for contractor signs.

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- I. *Construction site screening.* Screening of construction site, including mesh or other durable opaque surface, which includes commercial advertisement directly related to onsite activities or directions on entering the site, may be displayed during remodeling or construction only. The screening may be installed after site plan/permit approval for up to 18 months or the issuance of a certificate of occupancy, whichever is less. Screening must be maintained against fading, tearing or otherwise coming loose from the fence to which it is attached. No illumination shall be permitted.
- J. *Model house signs (permit required).*
1. *Maximum number.* One model house sign shall be permitted per model lot and per office lot. In addition, up to three model arrow signs shall be permitted for the development.
 2. *Size.* Model house signs must be limited to six square feet in size. Model arrow signs must not exceed four square feet.
 3. *Location.* For developments with privately maintained rights-of-way, the sign may be displayed in the right-of-way with the permission of the entity responsible for maintenance. For developments with public right-of-way, signs must be located on private property and must be set back a minimum of three feet from the front property line. All signs must be located on a street interior to the development.
 4. *Time.* Signs may be displayed for up to one year after the certificate of occupancy is issued for the last house in the development.
 5. *Illumination.* Exterior illumination only. See section 14-11-3.B for illumination requirements.
- K. *Garage sale signs.* Garage sale signs shall be permitted within residential districts only. One sign per lot may be displayed for a maximum of three days per garage sale. Signs may be up to two square feet in size and must be located onsite where the sale is located. Said signs must not be illuminated.
- L. *Mobile trailer signs (permit required).* One temporary mobile trailer sign may be approved by the building official for each lot in non-residential districts located along street frontages impacted by a road construction project. These signs may be allowed during the construction process in locations where the sign would not create a safety hazard.
- M. *Non-profit off-site directional signs (permit required).* A permit may be issued for temporary signs, located on public lands or rights-of-way, announcing special events for civic and other non-profit organizations by approval of the development services director (or designee) in accordance with the following:
1. A maximum of five off-site signs shall be permitted per event. Additional signs may be considered for road races, parades or similar events, subject to DRC review. In no case shall signs be permitted at a distance greater than 0.5 miles of the event.
 2. Signs may consist of the following:
 - a. Banners no larger than 30 square feet in size and in accordance with section 14-11-9.A for banner placement.
 - b. Feather banners no larger than 21 square feet in size and ten feet in height.
 - c. Pedestrian oriented signs no larger than eight square feet.
 - d. Garage sale signs no larger than four square feet.
 3. Signs shall only be located on roadways under the City of Kissimmee jurisdiction. Placement on county and FDOT roadways shall be prohibited.

4. Signs must be set back a minimum of three feet behind the curb of the adjacent right-of-way and must not be located within ten feet of any private drive or within 25 feet of a public intersection.
5. Any off-site directional sign may be installed up to one week preceding the event and must be removed immediately thereafter.
6. Considerations shall be made for impacts to surrounding properties, rights-of-way, safety and visibility when reviewing proposed signs.

N. *Political signs.* Residential districts are as follows: the RE district, all RA districts, all RB districts, all RC districts, all MH districts, the RPB district, and areas of PUDs that have a residential assignment. All other districts are considered non-residential. Political signs may not be erected on any public property, including road rights-of-way and any utility pole in accordance with section 14-11-3.L. The requirements set forth herein do not apply to political campaign information contained on any commercial signs. In the event a tropical storm or hurricane approaches the City of Kissimmee, code enforcement staff will contact each political candidate or political affiliated headquarters by phone, fax or e-mail informing them that their political signs must be removed by the candidate by the prescribed time. If a political sign is not removed by the time outlined, code enforcement staff will collect them and store them in a central location. The candidates can receive them once the storm has passed, however a \$10.00 charge for each sign collected will be imposed. If the signs are not picked up within ten days after the National Weather Advisory has been lifted, the signs will be discarded.

Political Signs		
	Residential District	Non-Residential District and Multi-Family
Location	On private property only, and only with property owner's consent.	On private property only, and only with property owner's consent.
Number, maximum	For each property, one political sign per candidate, ballot issue, or political issue.	For each property, one political sign per candidate, ballot issue, or political issue.
Area, maximum	Each sign not to exceed 3 square feet in size. Signs may be double sided, each side not to exceed the above stated maximum.	Each sign not to exceed 32 square feet in size. Signs may be double sided, each side not to exceed the above stated maximum.
Height, maximum	Each sign must not exceed 3 feet in height.	Each sign must not exceed 7 feet in height.
Illumination	None.	None.
Time limit	May be displayed for: 30 days prior to an election for any referendum item. 90 days prior to an election for a candidate. Removal must be in accordance with F.S. § 106.1435, as amended. If not removed, the city will remove the sign(s) in accordance therewith.	May be displayed for: 30 days prior to an election for any referendum item. 90 days prior to an election for a candidate. Removal must be in accordance with F.S. § 106.1435, as amended. If not removed, the city will remove the sign(s) in accordance therewith.

O. *Human signs.* The general standards and sign features for human signs in all non-residential districts are as follows:

1. Human signs must be limited to per property.

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2. The sign must not be displayed higher than eight feet from the lowest point of the ground directly below the human being holding it. The human beings must not artificially increase the height by standing on any object.
 3. Human signs must display only a single face. No double-sided, V shaped or multi-faced signs are allowed.
 4. The maximum sign copy area which may be displayed or illustrated is six square feet.
 5. Human signs may be displayed for no more than 90 days per calendar year, and only during day light hours when the business being advertised is open to the public. The days may be divided into no more than six time periods, no less than 15 days for each period. Each time period requires a separate application, fee and permit.
 6. No human sign shall be temporarily or permanently embedded in the ground, nor temporarily or permanently affixed to a building, structure, landscape, sign structure, light pole or other permanently affixed object.
 7. Human signs must be located only on the real property, lot or parcel where the business being advertised is located. No off premises human signs are allowed within the city.
 8. Human signage must not be allowed within any public right-of-way, including, but not limited to, public streets, alley ways, sidewalks, bike paths/lanes or any other dedicated lands dedicated to the public; nor interfere with or physically interact with the motorists, pedestrians or bicyclists using the public rights-of-way.
 9. Human signage must not interfere with the designed traffic and pedestrian walkways on the approved site plan of the business being advertised.
 10. Human signage must not utilize any forms of illumination internal or external, including, but not limited to, flashing, blinking, or rotating lights nor reflection of light by mirrors.
 11. Human signs must not employ any motion of any part, by any means, the illusion of motion or display color changes, nor must the sign be spun, twirled, swung, tossed, gyrated by the human being holding it. There must be no attachments to the sign such as ribbons, flags, balloons or other attention-getting devices.
 12. Human signs must not generate any noise. No shouting, bull horns or amplified sound are permitted.
 13. Human signs must not block or hinder the view of traffic control devices or vehicle site triangles as defined in City Code. No human sign must interfere with the free use of any fire escape, means of egress or standpipes; nor obstruct any building openings, windows or ventilations.
 14. Any human sign that is dangerous must be taken down immediately and made safe according to the code officer or building official
 15. No temporary signage, such as temporary banners or cold air balloons, must be displayed while human signs are displayed.
 16. Before a human sign may be displayed, a permit must be obtained. The permit must be posted at the business advertised, in a conspicuous location. The application fee is due at the time the permit application is submitted is [in] a non-refundable sum of \$50.00. The application must include a detailed description of the human signage, including a plot plan showing where the human sign will be located. Proof of liability insurance approved by the city that specifically identifies coverage of the human signage in coverage amount of \$1,000,000.00 must be provided. Any application submitted that has not received approval for a permit within 30 days of submittal must be deemed, denied.

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(Code 1995, § 14-2-157; Ord. No. 2831, 8-21-2012; Ord. No. 2850, 3-19-2013; Ord. No. 2888, 9-23-2014; Ord. No. 2929, 4-5-2016; Ord. No. 3034, § 1(14-11-9), 8-4-2020)

14-11-11. Prohibited signs.

The following signs are prohibited anywhere in the city:

- A. Abandoned signs. Abandoned signs and/or sign structures which are determined to be nonconforming with the provisions of this chapter shall be required to be removed by the property owner within 30 days after receipt of notification, or refusal to accept delivery of notification by certified mail, that such removal is required. Alternatively, the sign panels within the abandoned sign structure may be removed and replaced with sign panels of neutral color and containing no message.
- B. Signs that move, revolve, twirl, rotate, flash, including animated signs, multi-prism signs, floodlights and beacon lights except when required by the Federal Aviation Agency (FAA) or another governmental agency. Excludes message board signs adhering to section 14-11-3.B.8.
- C. Banner signs except as a temporary sign (see section 14-11-9.A).
- D. Bench signs unless approved by the city commission.
- E. Bunting as defined in chapter 14-2.
- F. Cabinet signs utilizing internal illumination, except channel lettering, or where the individual letters are translucent and the sign face is opaque.
- G. Fence signs other than approved temporary signs.
- H. Illuminated awnings that are designed to call attention to, or advertise, a place or building.
- I. Mobile and parked vehicle signs. For these purposes, mobile vehicle signs include those attached to a vehicle for the sole purpose of advertising a business, product or service and must not be construed to include signage incorporated into the front, sides or rear of a fleet vehicle. See definitions for parked vehicle signs.
- J. Parasite signs.
- K. Portable signs other than authorized mobile trailer signs and pedestrian oriented signs, as outlined in section 14-11-9.
- L. Pole signs.
- M. Roof signs.
- N. Snipe signs.
- O. Swinging signs, except for under-canopy signs.
- P. Signs that wrap around the corner of a building. Each building face is considered a separate sign.
- Q. Signs, other than signs placed or authorized by government agencies, must not be erected on any public property.
- R. Signs that have unshielded illuminating devices or which reflect lighting onto public rights-of-way thereby creating a potential traffic or pedestrian hazard.
- S. Obscene or offensive signs containing statements, words, or pictures of an obscene or indecent character which appeal to the prurient interest in sex, or which are patently offensive and do not have serious literary, artistic, political, or scientific value.

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- T. Notices, placards, bills, flyers, posters, cards, stickers, banners, signs, advertising, or other devices designed to attract the attention of the public that are posted or otherwise affixed upon any street, street furniture, right-of-way, public sidewalk, crosswalk, curb, lamppost, hydrant, tree, alley, telephone pole, public telephone, or lighting system, or other public alarm or communication system, or on private property, except as allowed by this chapter.
 - U. Any sign that could be confused with a traffic signal or sign and signs that obstruct, conceal, hide, or otherwise obscure from view any official traffic or government sign, signal, or device.
 - V. Any private sign extending over a public right-of-way other than those authorized in the form-based code area.
 - W. Any sign emitting audible sound or a visible substance such as smoke or steam.
 - X. Off-site signs, except as permitted under sections 14-11-8 and 14-11-9.M.
 - Y. Any sign not prescribed as a permitted sign by this chapter or not permitted by city building or electrical codes.
 - Z. Any sign that has misleading advertising as defined by F.S. § 817.40.

(Code 1995, § 14-2-159; Ord. No. 2831, 8-21-2012; Ord. No. 3034, § 1(14-11-11), 8-4-2020)

CHAPTER 14-2: TERMS DEFINED

Certain terms or words in this chapter shall be defined as follows unless the text of the article or section in which used clearly indicates otherwise. Terms not defined in this chapter of Code shall be interpreted according to the definition found in a common dictionary based on the context used.

Parked vehicle sign. A sign placed on, painted on or affixed to a vehicle or trailer which is parked on a public right-of-way, public property or private property so as to be visible from a public right-of-way where the apparent purpose is to advertise a product or direct people to a business or activity located on the same or nearby property. However, this is not intended to include a sign placed on or affixed to a vehicle or trailer, such as lettering on motor vehicles, where the sign is incidental to the primary use of the vehicle or trailer and occupies less than 25 percent of any side or the rear of the vehicle. In addition, this term is not intended to include vehicles involved in the delivery or loading of materials at the site which are only at the site for short periods of time.

Vehicles parked onsite for longer periods of time must be parked to the side or rear of the building, must be located outside the first row of parking spaces adjacent to the street, and must meet setbacks from adjacent rights-of-way.

ITEM 8.B

Presentation and renewal of the microtransit services contract with Freebee, LLC

Request

Staff will provide a presentation to update the Commission on the status of the microtransit services provided by Freebee, LLC and request approval to renew the contract with Freebee from March 2025 through March 2026 under contract #20230057 at a cost of \$413,498.00.

Explanation

In September 2022, the City Commission voted to replace the fixed-route Kissimmee Circulator bus service provided by Lynx with a point-to-point microtransit service, Freebee. The intent of this service, as with the original bus circulator, is to provide "last-mile" connectivity between SunRail and downtown businesses, major employers, residential areas, and key points of interest in Kissimmee.

Freebee services began on March 13, 2023, and the first full month (April 2023) resulted in ridership of 394 passengers and the most recent full month of service (January 2025) yielded 2,186 passengers. This represents a 454% increase in ridership since the start of the service. The service area was expanded in April 2024 to include commercial areas west of John Young Parkway, and staff is currently discussing additional expansion with Freebee staff while being considerate of quality of service and wait times.

During the first year, there was no cost increase for continued use of the service; however, for this upcoming year there is a 2% increase proposed bringing the total cost from \$405,390.00 to \$413,498.00. The funding for the program is included in the current budget and is split between the Downtown CRA, Vine Street CRA, and General Funds.

Due to the continued success of this program, staff is requesting approval of a contract to continue the service from March 2025 through March 2026.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00125103-503434		Decrease	\$41,715.00	\$38,063.00
10722203-503434		Decrease	\$125,145.00	\$125,145.00
10622203-503434		Decrease	\$250,290.00	\$250,290.00

Financial Summary:

Sufficient funds are in the above accounts to pay for the next 12 months of the Freebee service.

Recommendation

Approval to renew the contract for the Freebee service from March 2025 through March 2026.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Craig Holland

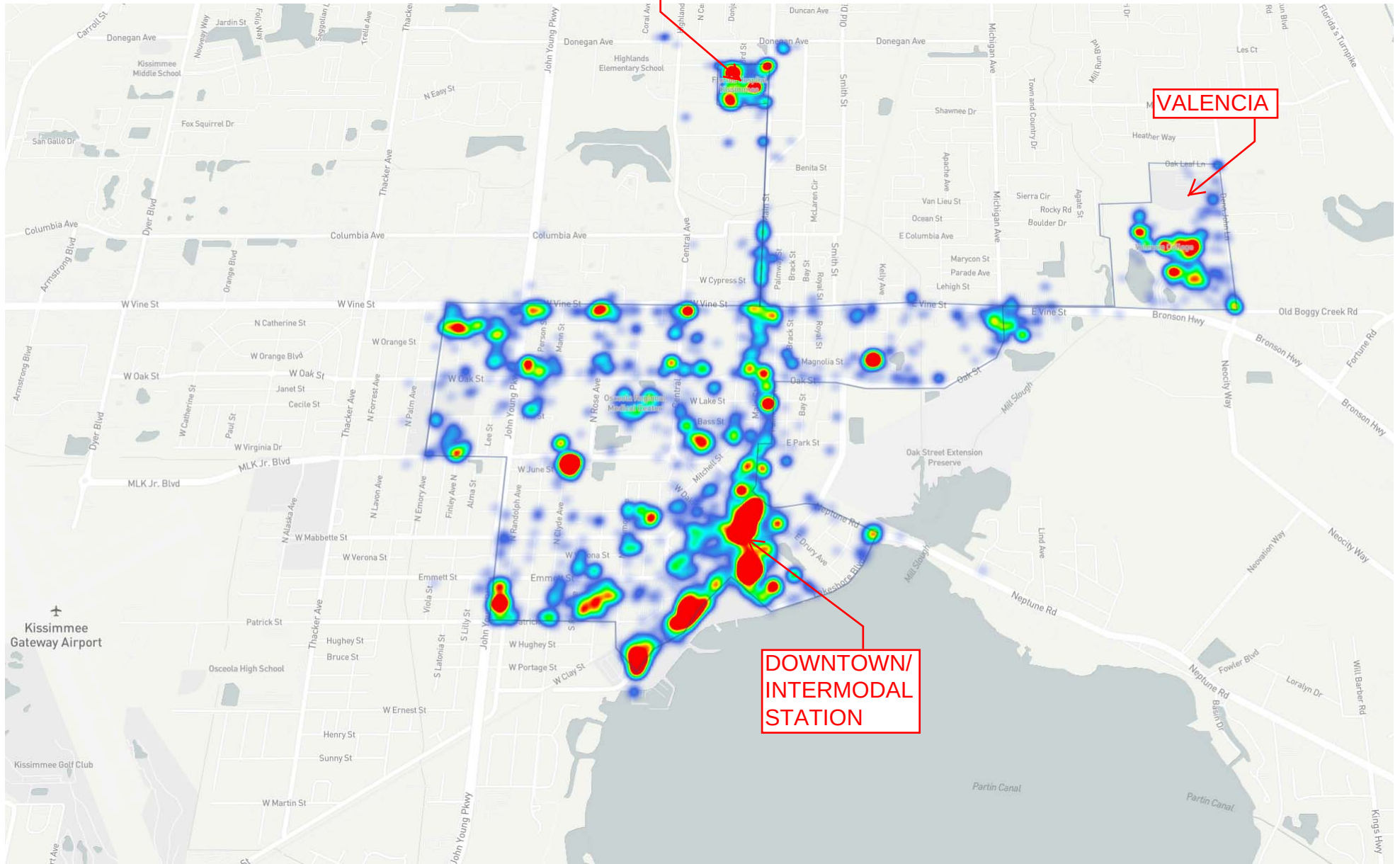
Attachment(s):

1. Freebee Heatmap - 2024
2. Freebee Ridership Report - 2024
3. Freebee Ridership Report - 2023
4. S.Freebee Contract (Piggyback)_FINAL

1/1/2024 - 12/31/2024



RUN REPORT



ZONE SUMMARY

COMPLETED RIDES

18,933

PASSENGERS

25,249

AVG DRIVER RATING

4.9

MEN DRIVEN

16,522

FEMALE DRIVEN

8,727

18.14%

15.64%

31.99%

34.23%

Under 20

21-34

35-50

51-Over

RIDES BY WAITING TIMES

0-10 MIN

13073

10-15 MIN

3393

15-20 MIN

1325

20-30 MIN

886

30+ MIN

256

APP RIDES

17,597

FLAG DOWN RIDES

1,186

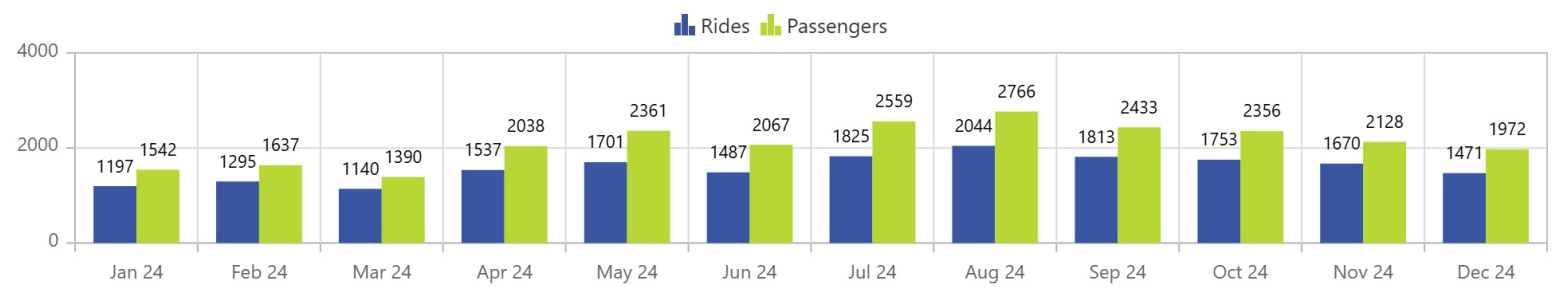
DISPATCH RIDES

150

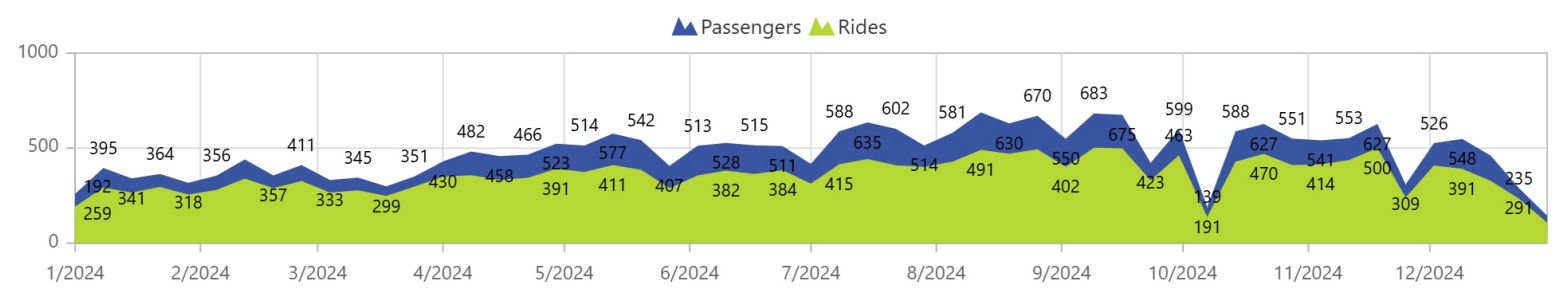
AVG WAIT TIME

8.54

Passengers and Rides by Month (YTD)

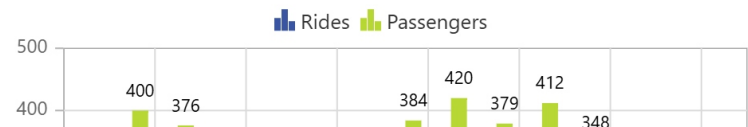


Passengers and Rides by Week (YTD)

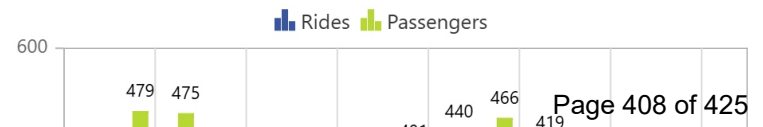


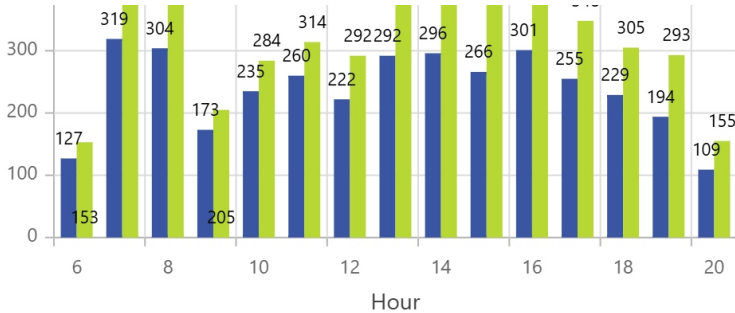
Daily Ridership

Monday

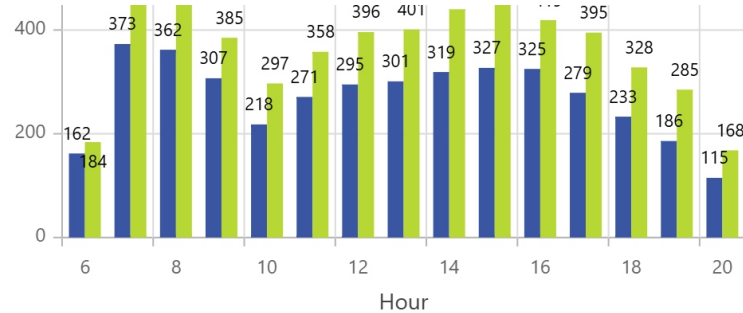


Tuesday

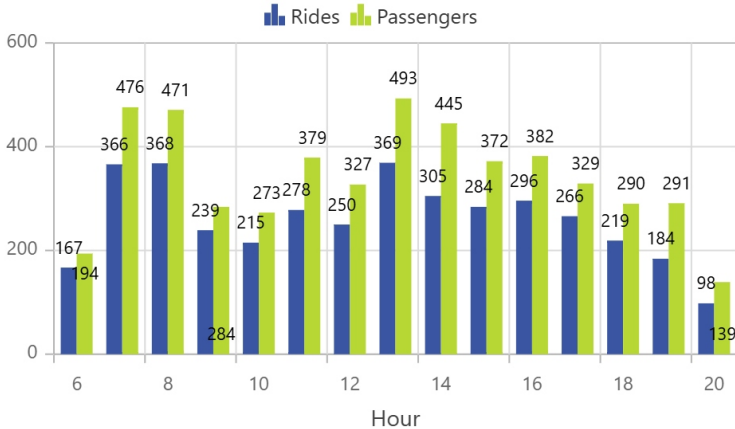




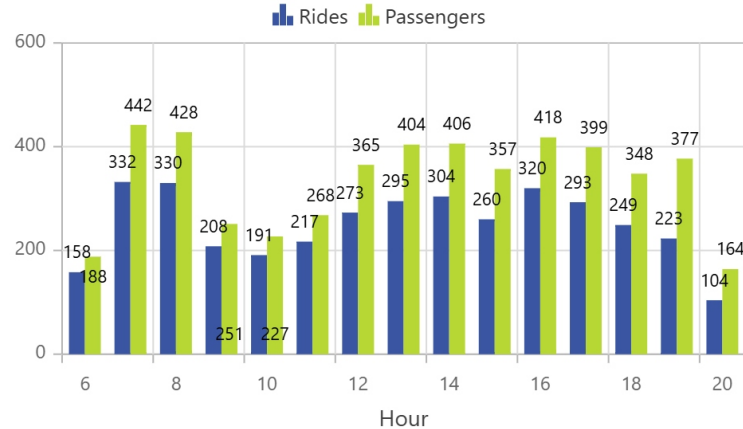
Wednesday



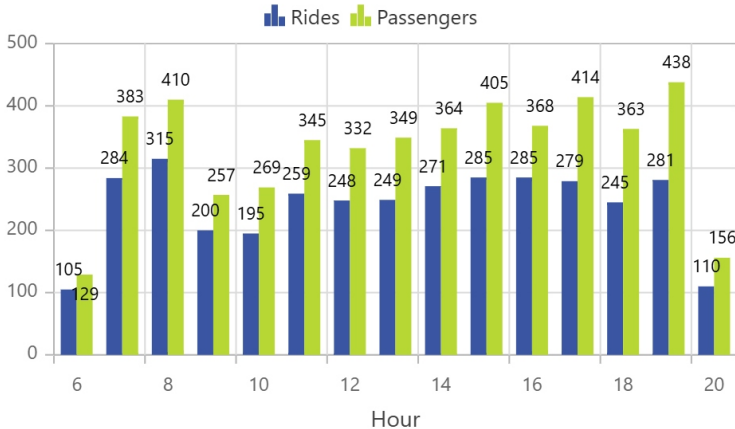
Thursday



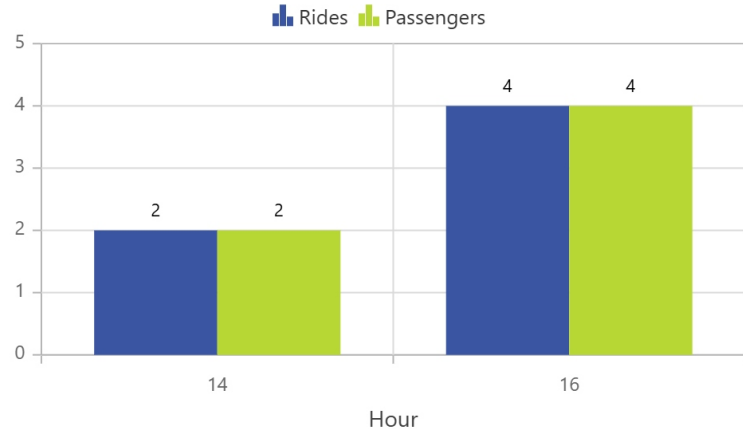
Friday



Saturday



Sunday



ZONE SUMMARY

COMPLETED RIDES

6,841

PASSENGERS

8,761

AVG DRIVER RATING

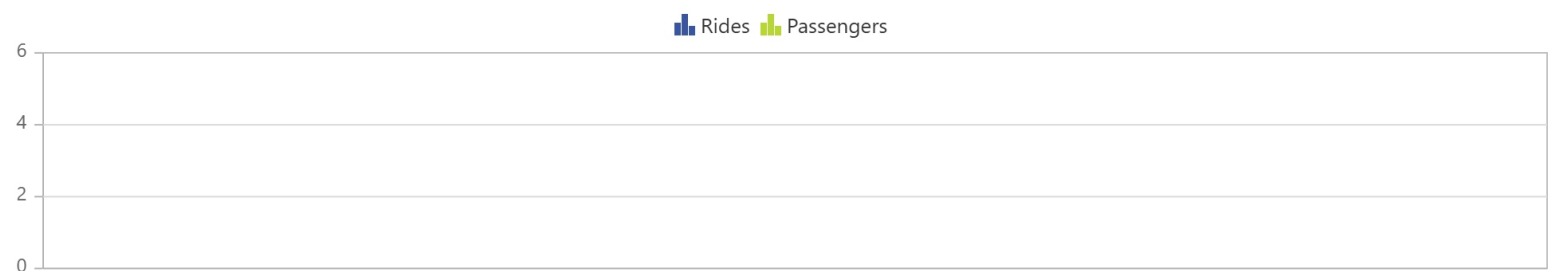
4.9



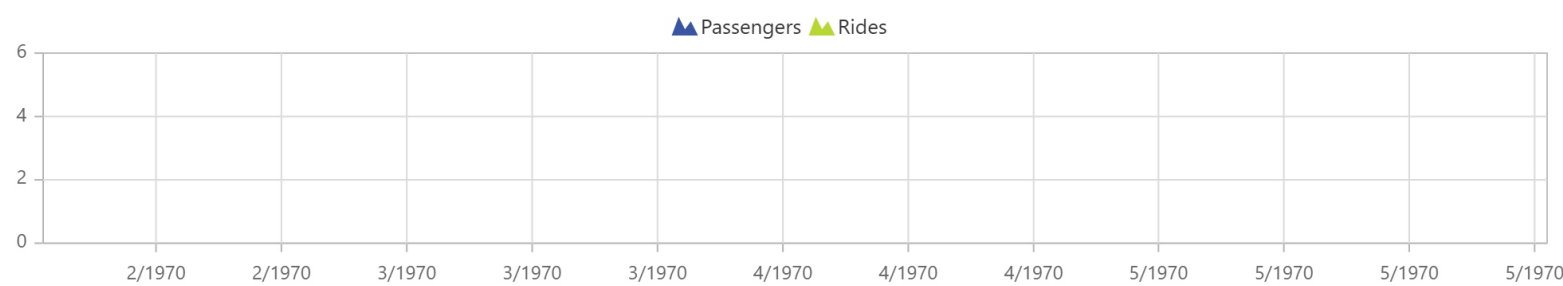
RIDES BY WAITING TIMES	0-10 MIN	10-15 MIN	15-20 MIN	20-30 MIN	30+ MIN
	5266	1040	353	148	34

APP RIDES	FLAG DOWN RIDES	DISPATCH RIDES	AVG WAIT TIME
6,096	683	62	7.38

Passengers and Rides by Month (YTD)



Passengers and Rides by Week (YTD)

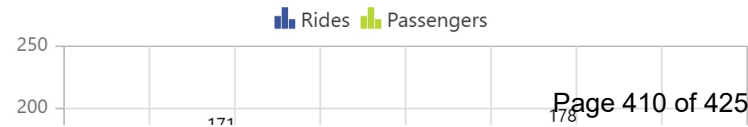


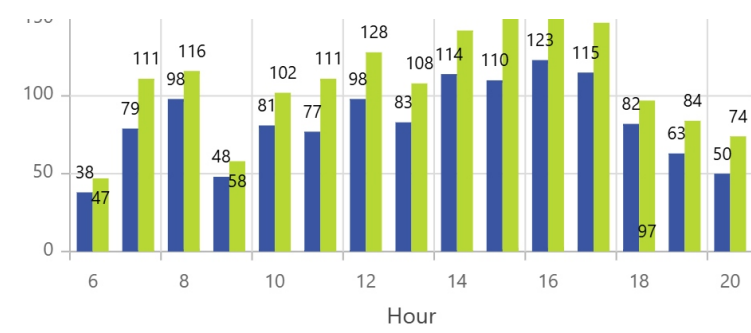
Daily Ridership

Monday

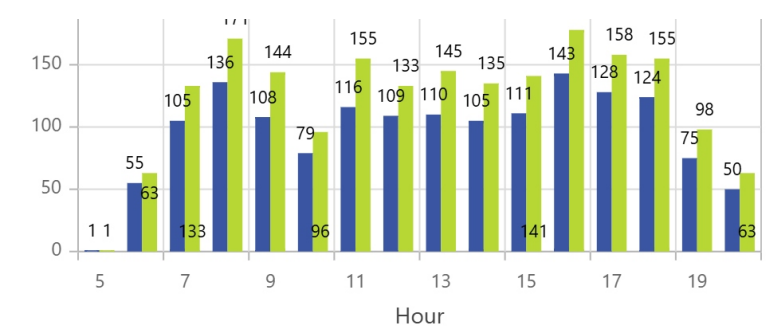


Tuesday

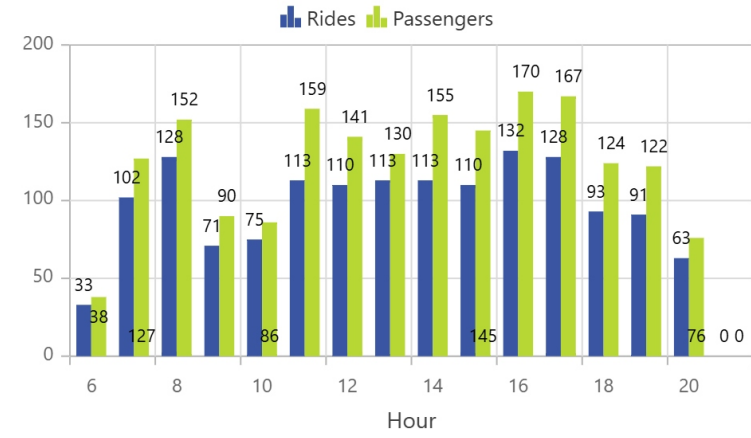




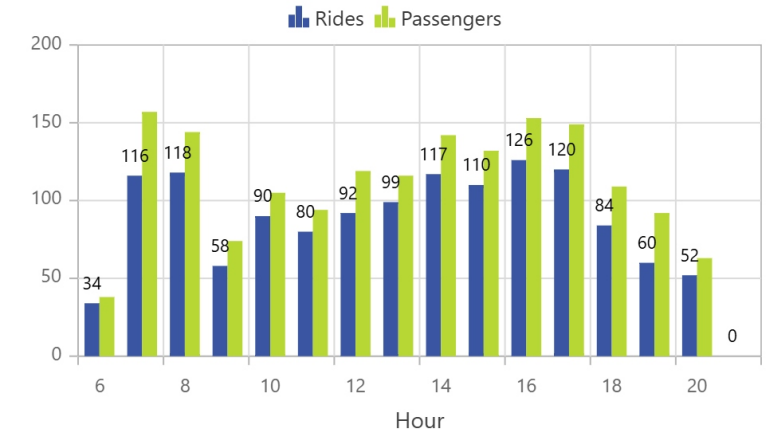
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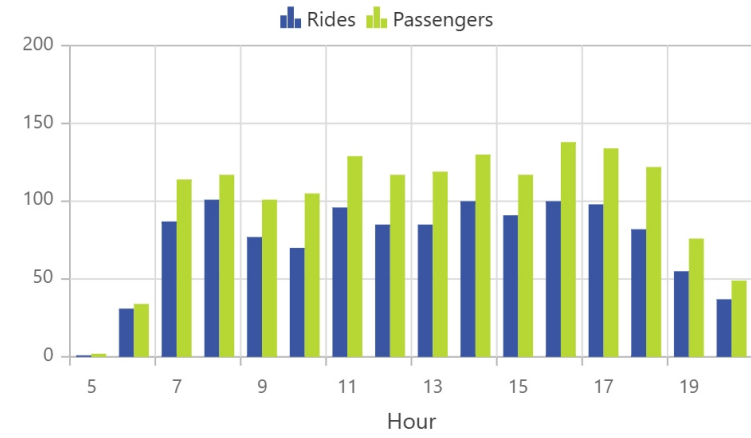
Thursday



Friday



Saturday



Sunday



AGREEMENT between CITY OF KISSIMMEE

and

BEEFREE, LLC, d/b/a/ FREEBEE

THIS AGREEMENT is made this 4th day of March, 2025 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter “CITY” and Beefree, LLC, d/b/a/ Freebee whose address is 371 NE 61st St, Miami, FL 33137 hereinafter “CONTRACTOR” and each represents as follows:

WITNESSETH

WHEREAS, CITY is in need of professional services of CONTRACTOR to provide competitive pricing for the provision of in-city busing services; and

WHEREAS, Chapter 287, Florida Statutes, grants government entities the authority to purchase goods and services as a form of inter-governmental cooperative purchasing in order to reduce administrative time and costs involved in the procurement process (i.e., cost of preparing bid specifications, advertising, etc.); and

WHEREAS, pursuant to 4.3.1.1 of the CITY’s Purchasing Code, CITY may procure goods and services from bids or proposals from any government subdivisions when it proves to be in the best interest of the CITY of Kissimmee; and

WHEREAS, pursuant to a competitive bidding and selection process of the City of Aventura, Florida, as the Lead Public Agency, entered into the “**Agreement Between CITY OF AVENTURA and BEEFREE LLC**” (the “Master Agreement”), originally adopted by Resolution on February 2, 2021, with CONTRACTOR, as the lowest, responsive bidder in accordance with said Master Agreement as amended attached hereto as **Exhibit “A”** and a made a binding part hereof; and

WHEREAS, CITY has determined that the specifications in the Master Agreement are similar in nature to the services required by CITY, and therefore it is economically advantageous and in the best interest of the CITY to enter into this Agreement with CONTRACTOR, who is certified and qualified to provide the necessary services required by CITY.

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

2. **MASTER AGREEMENT.** The Parties hereto agree that the terms and conditions of the “**Agreement Between CITY OF AVENTURA and BEEFREE LLC**” entered into by City of Aventura, Florida and CONTRACTOR on February 2, 2021, are binding to the Parties hereto, unless otherwise agreed to herein, by this Agreement. The portions of the Master Agreement not expressly modified by this Agreement shall have full force and effect upon the Parties hereto. As such, the following modifications to the Master Agreement shall apply:
- a. “City of Aventura” or “City” in the Master Agreement shall refer to the CITY.
 - b. Section 3.0 of the Master Agreement is rescinded in its entirety.
 - c. EXHIBIT “A” of the Master Agreement “**BEEFREE, LLC d/b/a FREEBEE “RATES AND SERVICES ADDENDUM”**” shall be rescinded and replaced in its entirety with the attached Exhibit “B,” attached hereto and incorporated by reference.
 - d. ARTICLE 5 (CONTRACTOR’S INSURANCE) of the Master Agreement shall be rescinded and replaced with the following insurance provisions: CONTRACTOR is required to submit to the CITY Certificates of Insurance naming the CITY of Kissimmee as an additional insured. During the term of this Agreement and any renewals, CONTRACTOR at their sole cost and expenses shall maintain insurance coverage as follows:
 - A. **Workers Compensation:** CONTRACTOR will provide Worker’s Compensation coverage for all of CONTRACTOR’s employees at the site location and shall be in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers’ compensation.
 - B. **Comprehensive General Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles utilized for the provision of services hereunder for limits of not less than \$1,000,000.00.
 - C. **Comprehensive Automobile Liability:** CONTRACTOR will provide coverage for all owned and non-owned vehicles utilized for the provision of services hereunder for limits of not less than \$1,000,000.00.
 - E. **Business Automobile Liability:** CONTRACTOR shall maintain Business Automobile Liability Insurance with a limit not less than \$1,000,000.00 each accident for owned, non-owned and hired automobiles utilized for the provision of services hereunder.
 - e. ARTICLE 13 (CONTRACT DOCUMENTS), Subsection 14.3 (RECORDS) of the Master Agreement shall be rescinded and replaced with the following:

1. CONTRACTOR acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, CONTRACTOR shall keep and maintain public records required by the CITY to perform the service.
 - a. **If CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to CONTRACTOR's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.**
 - b. If CITY's Custodian of Records requests records from CONTRACTOR, CONTRACTOR shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the CONTRACTOR does not transfer the records to CITY.
 - d. Upon completion of the contract, CONTRACTOR shall transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service for a period of four (4) years following completion of the contract. If CONTRACTOR transfers all public records to CITY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.
 - e. Upon notice to CONTRACTOR of a request to inspect or copy public records relating to CITY's agreement for services, CONTRACTOR shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.

- f. If CONTRACTOR does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
 - g. If the CONTRACTOR fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1
 - h. Notwithstanding any of the foregoing, CITY shall maintain the confidentiality of any records or information that constitutes CONTRACTOR's trade secrets or proprietary information and is exempt from disclosure, pursuant to Section 815.045, Florida Statutes. In the event CITY determines that the exemption from disclosure does not apply or that it is required by law or court order to disclose any records which may contain CONTRACTOR's trade secrets or proprietary information, CITY will provide written notice to CONTRACTOR of its determination and the legal basis for its determination prior to disseminating or publicly disclosing such records.
- f. Section 14.6 of the Master Agreement is amended to reflect the following CITY and CONTRACTOR representatives for purposes of Notice:

City: Craig Holland
Development Services Director
City of Kissimmee, FL
101 Church Street
Kissimmee, FL 34741

Copy To: City Attorney's Office
City of Kissimmee, FL
101 Church Street
Kissimmee, FL 34741

Contractor: Beefree, LLC d/b/a Freebee
Attn: Jason Spiegel
371 NE 61st St
Miami, FL 33137

Copy to: Bradley F. Zappala, Esq.
407 Lincoln Road, PH SE
Miami Beach, FL 33139

3. ADDITIONAL OBLIGATIONS OF CONTRACTOR. Obligations of CONTRACTOR shall include, but not be limited to, the following:

A. PURCHASE ORDERS. CITY may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Scope of Services that is found to be needed during the work to be performed and above the anticipated Agreement amount. CONTRACTOR shall not be obligated to perform additional work pursuant to a modification to the Purchase Order unless and until it has executed a copy of such modification. CONTRACTOR must seek approval from the CITY before performing any additional work. CITY must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from CITY and executed by CONTRACTOR, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CITY consent will be evaluated and considered for payment based upon the work's merit. If CITY determines the incidental additional work was not included in the original Scope of Services and are required for the CONTRACTOR's uninterrupted performance in fulfillment of this Agreement, then CITY will approve the CONTRACTOR's request for payment for incidental additional work.

B. APPLICABLE LAWS. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

C. JURY TRIAL WAIVER/VENUE/WAIVER OF ATTORNEY FEES. CONTRACTOR agrees to waive the right to a jury trial in any action, proceeding, or counterclaim. Venue shall be Osceola County, Florida. Each party waives the right to attorney fees in any action to enforce or interpret this Agreement.

(Signature page to follow)

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives,
have executed this Agreement effective 4th day of March, 2025.

BEEFREE LLC, d/b/a FREEBEE

By: Jason Spiegel

Title: Managing partner

Date: 2/21/25

STATE OF FLORIDA
COUNTY OF Miami Dade }

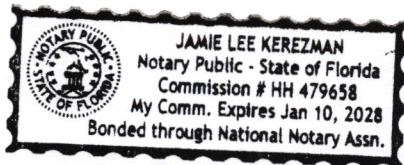
The foregoing instrument was acknowledged before me this 21 day of February, 2025,
by means of ☒ physical presence or ☐ online notarization, by Jason Spiegel, as
Managing Partner for Beefree LLS, d/b/a Freebee, a Florida corporation, who is
personally known to me OR has produced Florida Drivers as identification.

Notary Seal:

Notary: Jamie Lee Kerezman

Print Name: Jamie Kerezman

My Commission Expires: Jan 10, 2028



CITY OF KISSIMMEE

By: _____

Mayor - Commissioner

Date: _____

ATTEST:

City Clerk

Approved as to form and legal sufficiency:

City Attorney

EXHIBIT “A”
MASTER AGREEMENT

CITY OF AVENTURA RESOLUTION NO. 2023-60

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA, SELECTING BEEFREE, LLC D/B/A FREEBEE FOR MUNICIPAL TRANSIT SERVICES PURSUANT TO REQUEST FOR PROPOSALS NO. 23-10-03-3 IN AN AMOUNT NOT TO EXCEED \$668,103.00 ANNUALLY FOR AN INITIAL TERM OF THREE YEARS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE NEXT HIGHEST RANKED FIRM(S), IN ORDER OF RANKING, IF AN AGREEMENT CANNOT BE REACHED WITH BEEFREE, LLC D/B/A FREEBEE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR THE APPROPRIATION AND ALLOCATION OF FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Aventura (the “City”) issued a Request for Proposals No. 23-10-03-3 (the “RFP”) for municipal transit services (“Services”); and

WHEREAS, three sealed proposals were received by the RFP deadline; and

WHEREAS, on October 23, 2023, an Evaluation Committee appointed by the City Manager evaluated the proposals and ranked Beefree, LLC dba FreeBee (the “Contractor”) as the highest ranked firm; and

WHEREAS, the City Manager recommended that the Contractor be selected to provide the Services as further provided in the Staff Memorandum supporting this Resolution; and

WHEREAS, the City Commission desires to select the Contractor to provide the Services and authorize the City Manager to negotiate and enter into an agreement with the Contractor in an amount not to exceed \$668,103.00 annually for an initial term of three years consistent with the Contractor’s proposal attached hereto as Exhibit “A”; and

WHEREAS, the City Commission finds that this Resolution is in the best interest and welfare of the residents of the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF AVENTURA, FLORIDA:

Section 1. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. That the City Commission hereby selects the Contractor for the Services.

Section 3. That the City Commission hereby authorizes the City Manager to negotiate and execute an agreement with the Contractor in an amount not to exceed \$668,103.00 annually for an initial term of three years, consistent with the Contractor’s

proposal attached hereto as Exhibit "A," and subject to the City Attorney's approval as to form, content, and legal sufficiency. If an agreement cannot be reached with the Contractor, the City Manager is authorized to negotiate and execute an agreement with the next highest ranked firm(s), in order of ranking, as provided in the Staff Memorandum supporting this Resolution, until an agreement in the best interest of the City is reached.

Section 4. That the funds to be allocated and appropriated pursuant hereto and for the purpose of carrying out the tenets of this Resolution shall be from Budget Line Item Number 120-5401-541.34-55.

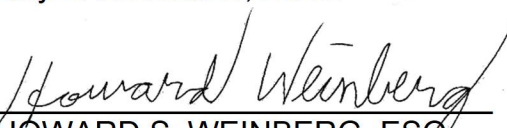
Section 5. This Resolution shall become effective immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Joel, who moved its adoption. The motion was seconded by Commissioner Friedland, and upon being put to a vote, the vote was as follows:

Commissioner Amit Bloom	<u>Yes</u>
Commissioner Rachel S. Friedland	<u>Yes</u>
Commissioner Billy Joel	<u>Yes</u>
Commissioner Dr. Linda Marks	<u>Yes</u>
Commissioner Michael Stern	<u>Yes</u>
Vice Mayor Paul A. Kruss	<u>Yes</u>
Mayor Howard S. Weinberg	<u>Yes</u>

PASSED AND ADOPTED this 7th day of November, 2023.




HOWARD S. WEINBERG, ESQ.
MAYOR

ATTEST:


ELLISA L. HORVATH, MMC
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

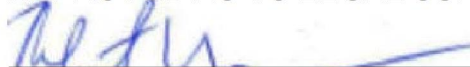

CITY ATTORNEY

Exhibit A
Bid Form

BASE BID				
Items	Unit	Quantity	Rate	Total
Hourly Cost for Fixed-Route Mini Bus Service (Number of Seats: 20-24)	Hour	12,363	\$ 43.52 -	\$ 538,037.76 -
Hourly Cost for Mini Service for As-Needed Travel Programs for Special Events within the City As-Needed (Number of Seats: 20-24)	Hour	120	\$ 43.52 -	\$ 5,222.40 -
			Sub-Total	\$ 543,260.16 -
Profit	%	1	15%	\$ 124,843.08 -
Grand Total				\$ 668,103.00 -

BID ALTERNATE I				
Items	Unit	Quantity	Rate	Total
Hourly Cost for Fixed-Route Mini Bus Service (Number of Seats: 12-15)	Hour	24,726	\$ 36.66 -	\$ 406,455.16 -
Hourly Cost for Mini Service for As-Needed Travel Programs for Seniors and Special Events As-Needed (Number of Seats: 12-15)	Hour	240	\$ 36.66 -	\$ 8,798.40 -
			Sub-Total	\$ 915,257.56 -
Profit	%	1	15%	\$ 139,838.18 -
Grand Total				\$ 1,055,095.74 -


 Signature
 Jason Spiegel
 Print Name
 Beefree LLC
 Name of Company

10/10/2023
 Date
 Managing Partner
 Title

EXHIBIT “B”
RATES AND SERVICES ADDENDUM

EXHIBIT "B"

BEEFREE, LLC d/b/a FREEBEE

"RATES AND SERVICES ADDENDUM"

(Rates and Services Addendum for "Freebee" Transportation Services)

This Rates and Services Addendum ("Addendum") supplements the Agreement between BEEFREE, LLC d/b/a FREEBEE ("FREEBEE") and CITY OF KISSIMMEE ("CITY"), made and entered into 4th day of March, 2025 (the "Agreement"). This Addendum is subordinate to, and fully incorporates the terms and conditions of the Agreement, unless expressly stated otherwise herein. In consideration of the promises and covenants contained herein, and for good and valuable consideration, FREEBEE and CITY (collectively, the "Parties"), intending to be legally bound, hereby agree as follows:

1. Term. The term for the performance of services set forth under this Addendum shall commence upon delivery and deployment of the vehicles within the CITY as set forth in Section 2 below but no later than on a date mutually agreed upon by the Parties, and shall remain in full force and effect for twelve (12) months from March 5, 2025 (the "Term"), unless terminated earlier pursuant to any additional clause(s) in this Agreement. –The Term shall be in effect for a twelve (12) month period pending the renewal of the Master Agreement by the City of Aventura.
2. Services. This Addendum is limited in scope to the following services (the "Services"), which FREEBEE agrees to provide to CITY at the rates specified herein (the "Rates"):
 - a) FREEBEE will provide four (4) "Freebee" vehicles dedicated to CITY (the "Vehicles") for the duration of the Term. Three Vehicles dedicated to CITY will be Tesla vehicles and one Vehicle will be a wheelchair-accessible van. Beyond those identified Vehicles, FREEBEE will otherwise use its best efforts to remain in compliance with all Americans with Disabilities Act ("ADA") requirements as they may pertain to vehicle brands and types. FREEBEE shall be responsible for providing appropriate training to its drivers of wheelchair accessible Vehicle(s), including but not limited to, training as to the operation of the ramping system and securing of wheelchairs.
 - b) FREEBEE will utilize the Ride Freebee mobile app to provide free advertising opportunities for local businesses.
 - c) With the exception of the wheelchair-accessible van, which shall operate as needed to accommodate passenger requests, FREEBEE will operate the Vehicles within the CITY's designated service area at all times during CITY's operating hours (weather and conditions permitting) as reflected in Section 5 below, with the exception of a forty-five (45) minute daily meal break afforded to Freebee drivers. During driver meal breaks, at least one (1) Vehicle will be in operation and FREEBEE will try to limit breaks to downtimes in service. FREEBEE agrees that, to the extent feasible, at all times during CITY's operating hours, a wheelchair-accessible vehicle will be available to accommodate passengers upon request, and FREEBEE will operate the ramping system and secure any wheelchairs to the Vehicle should such an accommodation be requested.
 - d) Prior to commencement of the Term, FREEBEE will provide CITY with at minimum, one (1) fast charger for charging the Vehicles. The fast charger will be retained as FREEBEE's private property but will be available for use by CITY for purposes of charging the Vehicles throughout the duration of this Agreement. At the conclusion of the Term, FREEBEE shall be entitled to retake possession of the fast charger- FREEBEE shall be solely responsible

- for costs and expenses associated with installing and maintaining any and all charging equipment necessary for operation of the Vehicles.
- e) FREEBEE will assist CITY in developing a marketing plan to encourage Vehicle ridership.
 - f) Beginning in the second month of the Term and continuing each month thereafter, FREEBEE will provide CITY with a monthly report showing data and analytics related to ridership for the preceding month(s). FREEBEE will provide these reports within ten (10) business days of the last day of each month, unless another time frame is agreed upon by the Parties.
 - g) FREEBEE agrees that any questions, complaints, or concerns reported to FREEBEE (through its drivers or otherwise) regarding ADA issues will be reported to the CITY within one (1) business day.
 - h) CITY will provide four (4) dedicated parking spaces within the designated service area for charging and storage of Vehicles at no cost to FREEBEE. CITY shall further ensure that FREEBEE is permitted to install and utilize the fast charger in proximity to the parking spaces in order to efficiently charge the Vehicles.
3. Rates. As consideration for the services listed above, CITY shall pay FREEBEE at the following rates:
- a) The total charge for the services provided under this Addendum shall not exceed payment for the services to be provided under this Addendum shall not exceed Four Hundred Thirteen Thousand Four Hundred Ninety Eight Dollars \$413,498.00, with the stipulation that a portion of that outstanding balance may be paid out of advertising revenue, as further described below in Section 5(d).
 - b) The breakdown for the service charges are as follows:
 - i Three Tesla Vehicles;
 - ii Operating Hours: Monday through Friday from 6:00 AM to 9:00 PM;
 - iii Seventy (70) hours per week of operation for each Vehicle in the fleet (weather and conditions permitting);
 - iv Wheelchair Accessible Van shall not have minimum hours requirement but shall be available upon request and on an as-needed basis during regular operating hours.
4. Payment Terms. CITY agrees to pay for the services rendered in monthly installments, as follows:
- a) Twelve (12) payments of approximately \$34,458.17 per month, payable on or before the 5th of each month, beginning upon delivery and deployment of the Vehicles as set forth in Section 2 above.
 - b) The first payment shall be delivered to FREEBEE immediately after City Commission approval and execution of the Agreement, which shall be applied towards the anticipated first month of service to the CITY.
- 5 Additional Terms-
- a) FREEBEE will operate the Vehicles in CITY's designated service area map as delineated in this Exhibit. This service area may be modified or revised revision upon mutual, written consent of the Parties.
 - b) Should state and local law permit FREEBEE to sell advertising space on the Vehicles, and provided FREEBEE is able to sell such advertising space, FREEBEE may enter into separate agreements with advertisers for the placement of advertising on the Vehicles. All advertising shall be subject to CITY's approval prior to its placement on the Vehicles. Any advertising revenue generated from the sale of advertising on the Vehicles during the

Term shall be divided equally between FREEBEE and CITY, with each entitled to 50% of advertising revenue that is generated and actually received. CITY shall be permitted to apply its share of said revenue, if any, towards its monthly payment to FREEBEE for services rendered. Nothing in this section shall not be interpreted as an obligation on FREEBEE to sell any advertising space or generate any revenue by selling advertising on the Vehicles, and CITY hereby expressly acknowledges that no such obligation has been created by enacting this Section.