MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JANUARY 20, 2026 AT 6:00 PM

1. **MEETING CALLED TO ORDER**
2. **MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
3. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**
   - 3.A Oath of Office for Fire Department Promotions
   - 3.B Presentation of the 2025 Festival of Lights Award Winners
   - 3.C Proclamation - 2026 National CRNA Week
   - 3.D Proclamation- "Kissimmee, City of Love Day"
4. **PUBLIC HEARINGS - FIRST AND SECOND READINGS**
5. **PUBLIC HEARINGS**
   - 5.A Public Hearing - Resolution to Adopt and Submit the First Amendment of the 2025-2029 Consolidated Plan and the PY25 CDBG Action Plan
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 December 16, 2025 and January 6, 2026 meeting
   - 7.B Investment Advisor Services Agreement with U.S. Bancorp Asset Management
   - 7.C Resolution to Adopt the Fourth Amendment to the Local Housing Assistance Plan
   - 7.D Authorization to Negotiate Construction Engineering Inspection Services
   - 7.E ESRI Small Government Enterprise Agreement
   - 7.F Acceptance of the FY2025 Justice Assistance Grant Countywide Award
   - 7.G Task Order No. 7 for Professional Service Agreement with Avcon Inc.
   - 7.H First Right of Refusal with Sabal Aviation to Lease Property at Kissimmee Gateway Airport for Business AirPark
8. **DISCUSSION ITEMS**
   - 8.A Appeal of the Development Review Committee Decision to Renew a Conditional Use Special Event Permit Approval for Food Trucks at 1985 S. John Young Parkway
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
Oath of Office for Fire Department Promotions

Request

Request that the Fire Department personnel listed below be sworn in to their new positions. All promotions became effective on January 17, 2026.

Explanation

The four Fire Department personnel listed below are being sworn in to their new positions, which became effective January 17, 2026.

Geoff Miller has been promoted to Battalion Chief of EMS & Safety.
Jeff Booher has been promoted to the position of Battalion Chief.
Samson van Olffen has been promoted to the position of Lieutenant.
Bryan Benson has been promoted to EMS Lieutenant.

Department: Fire
Presenter: James Walls

Attachment(s):
1. (S) Fire Department Oaths of Office

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

January 20, 2026

I, Geoff Miller, having been appointed to the position of Battalion Chief of EMS & Safety, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Geoff Miller

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

January 20, 2026

I, Jeff Booher, having been appointed to the position of Battalion Chief, do hereby solemnly swear and affirm that I will support, defend and obey the Constitution of the United States of America; the Constitution of the State of Florida; the Laws and Ordinances of the City of Kissimmee; and the Rules and Regulations of the Kissimmee Fire Department to the best of my ability. So help me God.

Seal

Jeff Booher

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

January 20, 2026

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

Seal

Samson van Olffen

Attest (City Clerk)

Jim Walls, Fire Chief

City of Kissimmee Fire Department
101 Church St.
Suite 200
Kissimmee, Florida 34741-5054
(407) 518-2222 • FAX (407) 933-8604

January 20, 2026

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

Seal

Bryan Benson

Attest (City Clerk)

Jim Walls, Fire Chief

ITEM 3.B
Presentation of the 2025 Festival of Lights Award Winners

Request

Presentation of the 2025 Festival of Lights Award Winners

Explanation

The City of Kissimmee proudly hosted its annual Kissimmee Festival of Lights Parade on Saturday, December 13, 2025. This beloved annual event, generates a positive economic impact for downtown businesses while offering a festive and affordable celebration for the community.

Over 10,000 residents and visitors gathered in the heart of beautiful Downtown Kissimmee to enjoy this cherished tradition. This year's 66-entry procession filled the historic streets with holiday magic, dazzling lights, and joyful performances.

Parade Award Winners:

- Best Lights and Effects — Kissimmee Utility Authority
- Best Walking Group — Victory Charter Schools
- Best Overall — Kissimmee Utility Authority

Department: Parks & Recreation
Presenter: Steve Lackey

Attachment(s):
None

ITEM 3.C
Proclamation - 2026 National CRNA Week

Request

Proclamation presentation to Laura Sanchez in recognition of Certified Registered Nurse Anesthetist Week (CRNA) January 18–24, 2026.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - 2026 National CRNA Week

Proclamation

City of
Kissimmee
Florida

NATIONAL CRNA WEEK

WHEREAS, Certified Registered Nurse Anesthetists (CRNAs), also known as nurse anesthesiologists or nurse anesthetists, are advanced practice registered nurses. Providing anesthesia care to patients in the United States for more than 150 years, CRNAs are among the nation's most trusted professions; and

WHEREAS, Legislation passed by Congress in 1986 made nurse anesthetists/anesthesiologists the first nursing specialty to be accorded direct reimbursement rights by Medicare; and

WHEREAS, CRNAs are primary anesthesia providers in rural and underserved communities and continue to be the primary providers of anesthesia care to U.S. military personnel; and

WHEREAS, CRNAs practice in every setting in which anesthesia is delivered—from traditional hospital surgical suites and obstetrical delivery rooms to critical access hospitals; from ambulatory surgical centers to the offices of dentists, podiatrists, ophthalmologists, pain managements specialists and more; and

WHEREAS, CRNAs are qualified to make independent judgements regarding all aspects of anesthesia care based on their education, training, board certification, and licensure; and

WHEREAS, CRNAs are trusted anesthesia experts, caring for patients safely and compassionately, delivering specialized, cost-effective care to all patients—from newborns to seniors—for every type of procedure in all types of facilities; and

WHEREAS, CRNAs' experience in critical care nursing in addition to anesthesia care, provides the training and education to address unique healthcare challenges of some of our sickest patients, including veterans; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim January 18-24, 2026, as **"National CRNA Week"** in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 20th day of January 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 3.D
Proclamation- "Kissimmee, City of Love Day"

Request

Presentation of "Kissimmee, City of Love Day" Proclamation to Yolanda Bernard, Vice President of the National Chamber of the Arts.

Explanation

N/A

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):
1. Proclamation - Kissimmee, City of Love Day

Proclamation

City of
Kissimmee
Florida

"KISSIMMEE, THE CITY OF LOVE DAY"

WHEREAS, the City of Kissimmee is a diverse and welcoming community that values love, unity, cultural expression, and community engagement; and

WHEREAS, the National Chamber of the Arts has presented the "Kissimmee, The City of Love" initiative to recognize and promote the City of Kissimmee as a symbol of love, unity, cultural expression, and community engagement; and

WHEREAS, the initiative includes the development of the official "Kissimmee, The City of Love" brand, led by the National Chamber of the Arts, designed to foster cultural pride, encourage tourism, and elevate the City of Kissimmee's positive recognition at the local, national, and international levels; and

WHEREAS, establishing an annual community celebration on February 14 provides an opportunity to bring together residents, families, artists, and community members in a positive celebration of love, community unity, and cultural engagement; and

WHEREAS, designating February 14 as "Kissimmee, The City of Love Day" will allow the City of Kissimmee to formally acknowledge this meaningful initiative and its positive impact on community connection, cultural development, and economic vitality; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim February 14th as **"Kissimmee, The City of Love Day"** in the City of Kissimmee, and encourage all residents, organizations, and visitors to recognize this day in a manner that reflects the values of love, unity, cultural expression, and community engagement.

IN WITNESS, THEREOF, this is signed this 20th day of January 2026.

CITY MANAGER

MAYOR-COMMISSIONER

ITEM 5.A
Public Hearing - Resolution to Adopt and Submit the First Amendment of the 2025-2029 Consolidated Plan and the PY25 CDBG Action Plan

Request

Request approval of the Resolution and the Submittal of a Section 108 Loan Application and the Substantial Amendment to the 2025-2029 Consolidated Plan and 2025 Annual Action Plan.

Explanation

Authorized under Section 108 of the Housing and Community Development Act of 1974, the Section 108 program is the loan guarantee component of the CDBG program. The City of Kissimmee intends to submit a Section 108 Loan Application to the U.S. Department of Housing and Urban Development (HUD) in the amount of $3 million. The funds will be used to complete the rehabilitation of Haven on Vine Apartments.

Upon completion, Haven on Vine will provide studio and two-bedroom apartments and emergency beds, along with integrated supportive services to promote long-term housing stability. The Section 108 funds will support the conversion of 43 motel rooms into fully functional studio apartments, each with a kitchenette and renovated bathroom, as well as renovation of office and administrative space, pool conversion, and construction of a community garden and playground. Construction is expected to commence upon HUD approval of the application and the execution of loan documents. Future Community Development Block Grant (CDBG) funds and any program income generated by the property may be used to repay the loan.

A Substantial Amendment to the 2025–2029 Consolidated Plan and the 2025 Annual Action Plan is required to include this Section 108 Guaranteed Loan. After approval of this agenda item, staff will work with the Jacksonville HUD office to submit these amendments. As part of the substantial amendment process, a 30-comment period and Public Hearing are required. The 30-day comment period took place between Friday, December 19, 2025, and Saturday, January 17, 2026. No comments were received. The meeting on January 20, 2026 will serve as the required Public Hearing.

The review and approval process for the loan is expected to take up to 60 days. Once the funds have been approved, staff will bring this item to the Commission again for further updates and approval.

Recommendation

Approval of the Resolution and submittal of the Section 108 Loan Application and a Substantial Amendment to the 2025-2029 Consolidated Plan and 2025 Annual Action Plan.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Frances DeJesus

Attachment(s):
1. Kissimmee - Section 108 Loan Guarantee Application

2. (S) AMENDED RES adopting the First Amendment of the 2025-2029 Consolidated Plan and the PY25 CDBG Action Plan
3. Proof of Publication 12.18.25

CITY OF KISSIMMEE
SECTION 108 LOAN GUARANTEE APPLICATION
REHABILITATION OF THE HAVEN ON VINE PROJECT

I. PROJECT INFORMATION

The City of Kissimmee considers Haven on Vine as a critical investment in the future of Kissimmee. Through thoughtful redevelopment and much collaboration with our community partners, this project will not only provide safe, stable housing but also empower residents with the tools they need to achieve long-term success. This project is aligned with key City priorities related to:

- Expanding affordable housing options
- Preventing and reducing homelessness
- Promoting housing stability through supportive services
- Rehabilitating and reusing underutilized properties for community benefit

Project Summary

The City of Kissimmee is undertaking a transformative redevelopment of the former Super 8 motel and adjacent apartments into Haven on Vine, a mixed-use affordable and supportive housing community. This project directly addresses the City's urgent needs related to homelessness, housing insecurity, and the shortage of affordable housing for low- and moderate-income individuals and families.

Originally constructed in the late 1960s and early 1970s, the property consists of 123 total units—83 motel rooms built in 1972 and 40 apartments built in 1966. Upon completion, Haven on Vine will offer a mix of studio apartments, two-bedroom units, and emergency beds, along with integrated supportive services designed to promote long-term housing stability.

Location and Description

The project involves three parcels located in Kissimmee, Osceola County, Florida, in the vicinity of West Irlo Bronson Memorial Highway (US Highway 192) and Hollywood Street:

Parcel One:
Address: 1815 West Vine Street, Kissimmee, FL 34741
Location: Northwest corner of West Irlo Bronson Memorial Highway and Hollywood Street
Improvement: Constructed in 1972

Parcel Two:
Location: Along Hollywood Street, just north of West Irlo Bronson Memorial Highway
Use: Existing multifamily residential property
Units: 40
Improvement: Constructed in 1966

Parcel Three:

Location: South side of Hollywood Street, north of West Irlo Bronson Memorial Highway
Use: Two buildings not currently in operation
Improvement: Constructed in 1973

The legal descriptions are included as Exhibit A.

Project Objectives

The City of Kissimmee acquired and, as the owner, plans to rehabilitate this project with the following objectives:

- Increase the supply of affordable housing for low- and moderate-income residents.
- Provide bridge housing and critical services to individuals experiencing homelessness.
- Renovate existing structures to meet modern building codes and safety standards.
- Establish a centralized location for supportive services to enhance residents' well-being and self-sufficiency.

Scope of Work

The City's redevelopment plan includes the following components:

1. Phase 1
    - 40 existing motel units will be converted into fully functional studio apartments, each featuring a kitchenette and a renovated bathroom. These units will be designated for bridge housing, providing short-term shelter with wraparound services for individuals experiencing homelessness.
    - A standalone building, formerly a fitness center, will be converted into office space for the bridge housing and the on-site service providers. This space will serve as the hub for the City's social services partners delivering case management, mental health support, job readiness training, and more.
2. Phase 2
    - The 40 existing apartment units will undergo extensive renovation to meet current building and safety codes, improving livability and energy efficiency.
3. Phase 3
    - 40 existing motel units will be converted into fully functional studio apartments, each featuring a kitchenette and a renovated bathroom.
    - Office and Administrative Space Renovation/Pool conversion into open space:
        - Existing office area on the property will be rehabilitated.
        - The existing pool area will be filled in and transformed into an open green space.

Supportive Services and Community Partnerships

A defining feature of Haven on Vine is the integration of supportive services, provided through the City's strategic partnerships with local nonprofits, housing advocates, and public agencies. Services will include:

- Case management and housing navigation
- Mental health counseling and substance use support
- Employment and job readiness programs
- Financial literacy and tenant education

These services will be offered on-site and tailored to meet the individualized needs of residents, particularly those in the bridge housing units.

Target Population

Haven on Vine will serve a diverse population that includes:

- Individuals and families experiencing homelessness
- Low-income households
- Residents at risk of housing displacement due to economic hardship

Anticipated Outcomes

- Creation of 83 new studio apartments with enhanced amenities
- Renovation of 40 apartment units for permanent housing
- Establishment of 40 bridge housing units with case-managed supportive services
- Improved access to integrated services leading to increased housing stability and self-sufficiency
- Strengthened community response to homelessness and housing insecurity

Public Participation Process

Public Hearing required for the Section 108 Loan Guarantee application:

The new City of Kissimmee Public Participation Plan that outlines the citizen participation process for the Loan Guarantee Assistance will be presented to the City Commission for approval during a public hearing on August 5, 2025. The Plan requires that a public hearing take place for the purpose of obtaining the views of the citizens and responding to questions on the application.

The City plans to work with HUD staff for the review of the draft Section 108 Loan Guarantee application. Once the draft application is finalized, it will be available for public review and comment during a 30-day public comment period before the public hearing for the Section 108 Loan Guarantee application. Copies of the final application will be available to the public and may be obtained at the City of Kissimmee Development Services Department - Housing and Community Development Division, and/or on the city's website.

Public Hearing required for the Substantial Amendment Process:
The new 5-Year Consolidated Plan for 2025-2029 and the Annual Action Plan for 2025-2026 will be presented to the City Commission for approval during a public hearing on August 5, 2025. After the initial approval of the plans, a Substantial Amendment will be required to include the Section 108 Loan Guarantee. The amendment process includes a 30-day comment period and a public hearing. The City will hold a joint public hearing to present the Section 108 Loan Guarantee application and the substantial amendments to the 5-Year Consolidated Plan for 2025-2029 and the Annual Action Plan for 2025-2026.

The Loan Guarantee Assistance application will not be submitted to HUD until the 30-day public comment period is completed. Below is a detailed proposed timeline for the submittal of the HUD guaranteed financing and/or expected closing date of the local loan:

Public Comment Period	Dec 19, 2025-Jan 17, 2026
Public Hearing: Application and Substantial Amendments	January 20, 2026
Submit the application to HUD for review and approval	January 21, 2026
HUD review of application (60 days)	Jan 22, 2026 – Mar 23, 2026
Expected closing date of local loan	Mar 24, 2026
Start work covered under Section 108 application	Mar 25, 2026

Estimated timeline for project

The construction agreement with Noble Construction is expected to be presented to the Kissimmee City Commission at their regular meeting on August 5, 2025. For the purposes of construction, the project has been divided into three phases:

Phase 1 – Bridge Housing (units and social services building): Includes the conversion of 40 units into fully functional studio apartments, each featuring a kitchenette and a renovated bathroom as well as the rehabilitation of the standalone building, formerly a fitness center) that will be used as the office space for the bridge housing and the on-site service providers. Expected start date: **August 6, 2025**.

Phase 2 – Apartments: Includes the rehabilitation of existing apartment units. Expected start date: **August 6, 2025**.

Phase 3 (Section 108) – Motel room conversion and office and administrative space renovation, pool conversion, community garden, and playground: Includes the conversion of 43 units into fully functional studio apartments, each featuring a kitchenette and a renovated bathroom as well as the office and administrative space renovation, pool conversion, community garden, and playground. Expected start date: **Soon after the execution of the federal guarantee for the City's promissory note – March 25, 2026.**

Environmental Review Process

The environmental review process for this project has been completed. The project received its Authority to Use Grant Funds (AUGF) on December 11, 2023. According to the AUGF letter, the grant condition requiring the project to be environmentally cleared prior to the commitment of program funds was removed on November 15, 2023. The environmental review encompassed all components of the project, including the rehabilitation portion, which has an estimated cost of $5 million.

Temporary Relocation

The Haven on Vine Apartments are currently occupied. As part of the ongoing redevelopment, the City has adopted a Temporary Relocation Plan for this project, which will be followed during Phase 3 of construction.

During Phase 3, tenants living in the 43 motel units slated for conversion into studio apartments will be temporarily displaced. According to the Relocation Plan, these tenants will be relocated on-site to the newly renovated studio apartments completed during Phase 1 of the project.

Once Phase 3 is complete, the tenants will be relocated back to their original units. The City has allocated budget funds to cover all moving costs for affected tenants.

A copy of the Temporary Relocation Plan is included as Exhibit B (Appendix 1-16).

II. FORM OF ASSISTANCE

The City will utilize the funds itself and carry out the activity through the use of contractors.

III. ORGANIZATIONAL ARRANGEMENTS

The City of Kissimmee, owner of the property, is responsible for the rehabilitation of the Haven on Vine project.

A project team, known as the Haven on Vine Project Team, has been established and is composed of key City staff to oversee the rehabilitation process. The Public Works Department is responsible for managing the rehabilitation, including oversight of the project schedule, budget, procurement process, general contractor performance, payment processing, and inspections. The Housing and Community Development Division ensures compliance with all applicable HUD regulations throughout the duration of the project.

The City conducted a Request for Proposal (RFP) process to solicit bids for the project. Noble Construction was selected based on their strong construction background and relevant experience. The company has also demonstrated a willingness to collaborate with the City on potential scope adjustments to help ensure the project remains financially manageable.

IV. FINANCIAL UNDERWRITING

The City originally intended to utilize the following funding sources to carry out the Haven on Vine project: the American Rescue Plan (ARP), Community Project Funding (CPF), HOME Investment Partnerships Program (HOME), HOME Investment Partnerships

American Rescue Plan (HOME-ARP), and Community Development Block Grant (CDBG) funds.

However, based on the quote submitted by Noble Construction—the selected contractor for the project—we have identified a funding shortfall. In order to complete the project in its entirety and avoid phasing it over time, the City has decided to submit this application for additional funding through the Section 108 Loan Guarantee Program.

The detailed scheduled provided by Noble Construction in their response of the City's Request for Proposals is included as Exhibit C.

Sources and Uses Statement

Sources

CPF	$1,800,000
State of FL – Dept of Commerce	$ 50,000
HOME 2023-2024	$ 241,220
HOME 2024-2025	$ 46,314
CDBG 2018-2019	$ 102,718
CDBG 2020-2021	$ 170,750
CDBG 2021-2022	$ 139,800
CDBG 2025-2026	$ 500,000
HOME-ARP	$ 200,000
Section 108	$3,000,000
	$6,250,802

Uses

Motel Room Conversion – 43 units/ Office and Administrative Space Renovation	$2,670,000
Motel Room Conversion – 40 Units	$1,850,000
Apartments – 40 units	$1,200,802
Pool Conversion into Green Space	$ 65,000
Social Services Center	$ 200,000
Community Garden	$ 10,000
Playground	$ 60,000
Misc. site improvements/contingency	$ 177,600
Section 108 Financing Fee (.58%)	$ 17,400
	$ 6,250,802

Specific Uses of Section 108 funds

	Amount	Funding Source
Motel Room Conversion – 43 units/ Office and	$2,670,000	Section 108

Administrative Space Renovation		
Motel Room Conversion – 40 units	$1,800,000	CPF
Apartments – 40 units	$1,200,802	HOME, CDBG
Pool Conversion into Green Space	$ 65,000	Section 108
Social Services Center	$ 200,000	HOME-ARP
Community Garden	$ 10,000	Section 108
Playground	$ 60,000	Section 108
Misc. site improvements/ contingency (whole project)	$ 169,200	Section 108
Section 108 Financing Fee	$ 17,400	Section 108

Proposed and committed sources of project financing

Community Program Funding (2024) – In Fiscal Year 2024, under guidelines issued by the Appropriations Committee, Congressman Darren Soto secured $1,800,000 in funding for the Kissimmee Hotel-Conversion Affordable Housing project. These funds are currently available for use.

State of FL – Dept of Commerce -The City of Kissimmee received $500,000 from the State of Florida Department of Commerce for the Haven on Vine Apartments. Of that amount $50,000 has been allocated for the rehabilitation of the project.

HOME Investment Partnerships (HOME) Program - The HOME program, administered by the U.S. Department of Housing and Urban Development (HUD), provides federal funds to support the creation and preservation of affordable housing. The City of Kissimmee participates in the Osceola HOME Consortium, with Osceola County serving as the lead agency. The City receives a portion of HOME funds allocated to the County.

Currently, the City has unencumbered HOME funds totaling $241,220 from Fiscal Year (FY) 2023-2024 and $46,314 from FY 2024-2025. These funds are planned to be re-allocated to the Rental Development category to support the rehabilitation of the Haven on Vine Apartments.

Staff have initiated discussions with Osceola County regarding the preparation of a Substantial Amendment to start the substantial amendment process. The process is anticipated to be completed, making the funds available for use, on or around September 2, 2025.

Community Development Block Grant (CDBG) program – The City of Kissimmee, as a HUD Entitlement Community, receives Community Development Block Grant (CDBG) funds to support housing, living environments, and economic opportunities for low- and moderate-income residents. Currently, the City has $413,268 in unencumbered CDBG funds from FYs 2018-2019, 2020-2021, and 2021-2022. These funds are currently being re-allocated through the substantial amendment process for the rehabilitation of the Haven on Vine Apartments. The project is expected to be completed on or around

August 5, 2025. Additionally, the City has announced $500,000 in funding available for this activity in FY 2025-2026, which begins October 1, 2025.

HOME Investment Partnerships American Rescue Plan (HOME-ARP) program – The HOME-ARP program provides funding to HOME Participating Jurisdictions to reduce homelessness, increase housing stability, and offer supportive services to individuals experiencing homelessness, those at risk of homelessness, and other vulnerable populations. The City of Kissimmee has allocated $100,000 for the rehabilitation of the existing building that will house the management and social services for the non-congregate shelter, which is part of the Haven on Vine project. An additional $100,000 will become available upon completion of the substantial amendment process to reallocate funds to this activity, expected on or after August 5, 2025.

Information on estimated revenue and operating expenses

The pro forma is included as Exhibit D. A copy of the Program Income Plan is attached as Exhibit E.

Repayment source(s) for Section 108 loan and collateral

The City of Kissimmee intends to leverage current and future CDBG allocations for the repayment of the funds borrowed under the Section 108 program. In addition, project revenues as well as other future local resources may be also used to pay for the Section 108 loan.

Requested Term of Assistance: 20 years

Collateral: The City's future Community Development Block Grant (CDBG) funds, along with the property—on which HUD holds the sole lien—are being pledged as security for the loan. A copy of the appraisal will be provided prior to funding.

V. PROGRAM REQUIREMENTS

The rehabilitation of the Haven on Vine qualifies under the Community Development Block Grant (CDBG) program by meeting both the Eligibility criteria and the National Objectives.

Eligibility: Rehabilitation of publicly owned residential buildings:

The CDBG program allows for the use of funds to rehabilitate existing housing, including rental properties that serve low-to-moderate income individuals and families. The proposed rehabilitation activities will ensure that the Haven on Vine project meet minimum habitability standards.

National Objective: Benefit Low- and Moderate- Income Persons (LMI)

The housing category of LMI benefit national objective qualifies activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by LMI households. The Haven on Vine project provides rental housing for individuals and families who are homeless or at risk of homelessness. All households residing in the development must meet income eligibility guidelines, with annual incomes not exceeding 80% of the area median income (AMI). (570.208(a)(3))

Eligible Section 108 activity categories

The following activities in the Haven on Vine project will be carried out with Section 108 funds:

- Housing rehabilitation eligible under 570.202 (570.703(h))
- Public Facilities to the extent eligible under 570.201 (c) (570.703(l)
- Payment of fees charged by HUD pursuant to 570.712 (570.703(n))

EXHIBIT A
Legal Descriptions

Tract 1: (Fee Simple Estate)

Being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 16, Township 25 South, Range 29 East. in the County of Osceola. State of Florida, described as follows: Beginning at the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 16, said point lying on the center line of Vine Street 1334.14 feet

Easterly of the centerline of Thacker Avenue, thence along the Easterly line of the Southwest 114 of the Southwest 1/4 of said Section 16, North 00°04'29" West 53.00 feet to the Northerly line of Vine Street, thence along said Northerly line of Vine Street West 319.00 feet. thence North 00°04'29" West 210.00 feet the true Point of Beginning; thence continuing North 00°04'29" West 318.39 feet to the Southerly right-of-way line of Hollywood Drive 50.00 feet wide; thence along said Southeasterly right-of-way line South 43°16'00" West 437.55 feet; thence East 299.99 feet to the Point of Beginning.

Tract 4: (Fee Simple Estate)

Lots 8 through 19. of Block D, of Green Acres, according to the map or plat thereof as recorded in Plat Book 1, Page 361. Public Records of Osceola County, Florida.

Tract 5: (Non-Exclusive Easement Estate)

TOGETHER WITH: Non-Exclusive Easement(s) as set forth and created by that certain Mutual Grant of Easement and Declaration of Covenant Agreement recorded April 21, 2015 in Official Records Book 4767. Page 240. Public Records of Osceola County, Florida, over, under and across the lands described therein.

EXHIBIT B
Temporary Relocation Plan

I. INTRODUCTION

The City of Kissimmee ("City") to meet the housing needs of the residents of Osceola County acquired a former Super 8 Motel, located at 1815 West Vine Street on June 6, 2023. The property was purchased to provide permanent, affordable housing to households earning less than 80% of the area median income and to provide temporary housing in the form of a non-congregate shelter facility for homeless individuals.

The property was initially purchased using various funding sources, including federal funds. A separate Relocation Plan was prepared to address the relocation efforts associated with the acquisition. The City collaborated with staff from the U.S. Department of Housing and Urban Development (HUD) and ICF International, LLC in the development of that Plan.

As the City now moves into the Rehabilitation phase of the project, temporary relocation will be required. With the continued assistance of ICF International, LLC, the City has prepared this updated Relocation Plan to address the relocation needs specific to this phase.

The relocation plan will detail how tenants who will be temporarily relocated during the rehabilitation of the property. The relocation plan sets forth how the City will minimize, to the greatest extent feasible, the hardships to those households currently living in the property, including:

- Providing uniform, fair and equitable treatment of persons who will be required to move temporarily in connection with the rehabilitation project;
- Ensuring relocation assistance is provided to displaced persons to lessen the emotional and financial impact of displacement; and
- Ensuring that no individual or family is displaced unless decent, safe, and sanitary housing is available within their financial means.

The Uniform Relocation Act ("URA") requires that temporary relocation, as well as permanent displacement, include advisory services, reimbursement for moving and related expenses, and relocation assistance. To this end, the Relocation Plan for the rehabilitation of the Haven at Vine Apartments shall serve as evidence the City will comply with all provisions of URA.

A. <u>The Development</u>

The subject property is located within proximity to the West Vine Street corridor. To the north of the subject property, across Bronson Drive, is a single-family residential development. To the south of the subject property is a shopping center that is inclusive of a dry-cleaning business and coin laundry. To the northeast of the subject property are fourplex residential apartments and Meadow Drive. To the east of the subject property across Hollywood Street is an IHOP restaurant and pawnshop. To the west of the subject property is a single-family home, a KFC restaurant, and North Thacker Avenue.

The subject development consists of three separate buildings.

- Building A is located on the northwest corner of West Vine Street and Hollywood Street. This location benefits from having a frontage along one of the area's primary corridors, West Vine Street. The building was constructed in 1972 and has been renovated multiple times throughout its history, most recently in 2023. Building A contains 43 rooms situated across two floors. The parcel for Building A contains a total of 0.83 acres.

- Building B sits on a non-contiguous parcel and is a 40-room exterior corridor hotel and on-site building. These buildings are located on the south side of Hollywood Street, just north of West Vine Street. Building B was constructed in 1973. At the time of the City’s purchase of the property, the units are vacant pending completion of renovations.

- Building C is located along Hollywood Street, just north of West Vine Street (US Highway 192) and is an existing multifamily property containing 40 two-bedroom dwelling units. The site consists of 2.04 acres. The improvements were constructed in 1966.

B. Scope of work

The City's redevelopment plan scope of work includes the following components:

1. Motel Room Conversion:

- 83 existing motel units will be converted into fully functional studio apartments, each featuring a kitchenette and a renovated bathroom. (Buildings A and C)

- 40 of these units will be designated for bridge housing, providing short-term shelter with wraparound services for individuals experiencing homelessness. (Building C)

2. Apartment Rehabilitation:

- The 40 existing apartment units will undergo renovations to meet current building and safety codes, improving livability and energy efficiency. (Building B)

- 3 of the existing apartment units will be converted to meet the accessibility standards of the Americans with Disabilities Act (ADA), ensuring they are physically accessible for people with disabilities.

Most tenants in Building B will not be significantly affected by the unit rehabilitation and, therefore, will not require relocation. Only one tenant will need to be temporarily relocated, and they will be accommodated in another vacant unit within Building B.

However, the rehabilitation phase for the motel room conversion will require temporary relocation of existing occupants from Building A to Building C to ensure safety and facilitate efficient construction activities. This phase includes repairs and improvements of Building A that cannot be completed while units are occupied. As such, the City, in collaboration with ICF International, LLC, has developed a relocation strategy that minimizes disruption to residents while ensuring compliance with applicable federal, state, and local regulations and will move temporarily the tenants to Building C.

The scope of relocation includes:

- Identification of all households and individuals affected by temporary displacement.
- Provision of relocation advisory services and financial assistance, as required.
- Establishment of timelines and communication protocols to keep affected residents informed throughout the process.
- Planning for return to the rehabilitated units once construction is complete.
- This relocation effort is temporary in nature and is designed to support the timely and successful completion of the rehabilitation work, while prioritizing the well-being and housing stability of all impacted residents.

Current Unit Inventory as 8.5.2025

Building	Efficiency	2 Bedroom	Occupied Units	Vacant Units	TOTAL UNITS
A	43	0	11	32	43
B	40	0	0	40	40
C	0	40	24	16	40
TOTAL	**83**	**40**	**57**	**66**	**123**

The City's has converted the property to affordable housing with occupancy limited to households with income less than 80% of the area median income (AMI).

Orlando-Kissimmee-Sanford FL MSA HUD 2025 income limits

Household Size	30% AMI	50% AMI	60% AMI	80% AMI
1	$22,150	$36,900	$44,280	$59,050
2	$25,300	$42,150	$50,580	$67,450
3	$28,450	$47,450	$56,940	$75,900
4	$34,150	$52,700	$63,240	$84,300
5	$36,700	$56,950	$68,340	$91,050
6	$39,200	$61,150	$73,380	$97,800

UNIT MIX AFTER COMPLETION

INCOME CATEGORY	NUMBER OF UNITS	HOME-ARP RENTS	CDBG RENTS	Fair Market Rents
Efficiency	**83 total**			
50%	8	$768.00	$768.00	
60%	25	$922.00	$979.00	
80%	7	$1,230.00	$1,230.00	$1,338.00

2 BRS	**40 total**			
50%	5	$988.00	$988.00	
60%	25	$1,186.00	$1,186.00	
80%	10	$1,582.00	$1,582.00	$1,616.00
TOTAL UNITS	**123**			

NOTE: Apartments include the cost of utilities (gas and electric).

C. Relocation Guidelines and Requirements

The City will be completing its analysis of the household profile data and interviewing the households from to make a determination as to which households will be temporarily relocated or permanently displaced.

The City has tenant records of family income and composition that is current and up to date. This data was used to determine who was eligible to remain in the project after the rehabilitation work is complete, and who may be displaced.

The following households will be considered "permanently displaced" by the project:

1. Households who were in residency as of August 5, 2025, and were not offered an opportunity to remain or return to the project upon completion of the rehabilitation due to their annual income being above 80% of the Area Median Income, (adjusted for family size) the maximum household income; or
2. Households who were not able to remain or return to the project after rehabilitation due to their status as consisting entirely of full-time students who do not meet any of the exceptions allowed under; or
3. Households who would be "rent burdened" by the project. This means that the unit that would be available to a household is more costly than their current unit, and rent and utilities will exceed 30% of adjusted monthly income (for those with incomes below 80% AMI) or 30% of gross monthly income (for those with incomes above 80% AMI); or
4. Households who moved after August 5, 2025, but before being fully informed of their rights and protections under the URA.

The following households will not be considered "displaced" by the project:

1. Households who were lawfully evicted under State or local law and the eviction was not undertaken to avoid relocation benefits;

2. Households who moved prior to August 5, 2025, for any reason;
3. Households who could have been eligible for a rehabilitated unit upon completion of the project, chose to voluntarily move after August 5, 2025, based on various personal reasons unrelated to the rehabilitation project.
4. Any households who move into the Haven at Vine Apartments after August 5, 2025, and who have been provided with a Move-In Notice acknowledging the upcoming renovation.

D. <u>Permanent Relocation Assistance</u>

Households who could be permanently displaced from The Haven at Vine Apartments will be given a Notice of Eligibility for Relocation Assistance that will detail the relocation assistance that they are entitled to receive under the URA. **No households are expected to be displaced as no households are over income or overcrowded, and the anticipated availability of vacant units within the buildings.**

In the event, however, that a household may qualify as displaced, the City will provide at least one (1) (where possible, three or more) comparable replacement dwelling that is available at least ninety (90) days before the required move. The relocation policy that applies to households that will be permanently displaced for

The Haven at Vine Apartments project is outlined below:

1. Permanent Relocation Policy

The City will provide households that will be required to move permanently relocation assistance in accordance with the requirements of the URA. Since there will be no demolition or reconfiguration of units, Section 104(d) will not apply. URA relocation benefits include, but are not limited to, a replacement housing payment, reasonable moving expenses and appropriate advisory services. The City will work with all households identified to relocate permanently to secure a decent, safe and sanitary replacement housing unit.

Households who are permanently displaced will be provided a comparable replacement unit, along with appropriate advisory services to facilitate their move, including transportation. Households who are displaced may move to a unit of their choice, regardless of whether it is one of the comparable units presented by the City. However, to qualify for the replacement housing payment, the replacement unit must be, at a minimum, decent, safe and sanitary and pass a visual inspection to be free of lead-based paint hazards.

2. Method of Payment – Permanent Moves

For households who is deemed permanently displaced, the City will offer to provide direct payment to a qualified moving company to ensure that no resident incur any out-of-pocket expenses in connection with this move, or pay the displaced household, based on the Fixed Payment Schedule. The Fixed Payment Schedule, established by the U.S.

Department of Transportation varies by the number of room of personal property that must be moved.

Currently, the Fixed Payment for Florida is:

Occupant Owns Furniture									**Occupant does not own furniture**	
Number of Rooms of Furniture										
1	2	3	4	5	6	7	8	Add'l room	1 room, no furniture	Add'l room, no furniture
$800	$975	$1,150	$1,350	$1,575	$1,750	$1,950	$2,200	$325	$550	$175

In determining the number of "rooms", the following is the City's policy:

- A kitchen in an efficiency unit is not an "eat-in" room, so the Living Room/Dining Area will be treated as two rooms when a table and chairs are present. Furthermore, bathrooms and closets will not be included in the count. For a two-bedroom apartment, the two bedrooms would each count, plus two rooms for the Living/Dining room for a total of four rooms.

- When a household selects the option of a fixed payment, there will be no deduction if certain large items (such as a hutch or piano) must be professionally moved and the resident asks the City to pay the mover directly. A fixed payment may be made to the household as an advance (for a security deposit, as an example) if requested by the displaced household.

3. Method of Payment – Replacement Housing Payment

For households who are required to move, the City will provide relocation assistance in the form of a Replacement Housing Payment (RHP) if warranted by increased housing costs at the replacement unit. Generally speaking, the RHP is intended to offset the difference in a household's current rent and the rent of a comparable, replacement unit. This RHP will be provided for a forty-two (42) month period to each household that will be required to move and paid in three (3) equal payments, thirty (30) days apart. However, if a displaced household purchases a home, the entire amount of the RHP will be paid at closing.

While an estimate of the potential RHP that a household may be eligible to receive will be provided in the Notice of Relocation Eligibility, the actual amount provided will be based on the lessor of the monthly rent of either the replacement unit or the comparable unit offered.

4. Relocation Resources

All units used as comparable must be available to the displaced person. This means that they are or will be vacant at the time the move is required and the landlord would rent the unit to the displaced person.

The comparable units and replacement units selected by the displaced person must be inspected to ensure they are decent, safe, and sanitary. In addition, if the unit was built prior to 1978, it must pass a visual assessment to determine that there is no peeling, flaking, or chipping paint, dust, or debris (flaking paint chips) within the unit or common area serving it. This is to comply with the Lead Safe Housing Rule (24 CFR Part 35, et al). If the unit fails to meet the required standards, it cannot be approved for a replacement housing payment, until the failed items are corrected, and the unit passes a re-inspection.

Since the General Information Notices were provided by the City to all occupants, no households indicated that they may wish to move out of the property. If a tenant notifies the City or property management staff of their intention to vacate their unit, the household will not be deemed displaced by the project and will not be entitled to any URA relocation benefits.

E. <u>Temporary Relocation</u>

Households who will not be displaced from The Haven at Vine Apartments will be given a Notice of Non-displacement that will discuss their eligibility to continue to reside in property, once the rehabilitation is complete. Included with the Notice of Non-displacement will be the terms and conditions of occupancy post rehabilitation, including the requirement to execute a new lease. The temporary relocation policy that applies to The Haven at Vine Apartments is outlined below:

1. Temporary Relocation Policy

The City will use vacant units on-site as temporary housing while permanent units are renovated. The City does not anticipate that there will be any off-site housing required, as on-site units will be available during the renovation period. The contractors will stage all renovation and remodeling work for the Haven on Vine in such a manner that individual households will only need to vacate their unit for a limited amount of time.

Based on the way the property will be rehabilitated, all of the households located in Building A will need to temporarily relocate from their unit to the newly renovated Building C for an eight (8) month period to accommodate the remodeling and renovations to each unit. Depending on how fast the rehabilitation of Building C is completed, it is expected that renovations will commence around January 2, 2026. However, there is a chance that this date may be advanced.

Exterior improvements and major system replacement (water lines and sanitary stacks), along with any asbestos removal for mechanical/electrical rooms within each building will be conducted separate from individual unit renovations to further reduce the time a household will be required to temporarily move from their unit.

Every household will be provided with written notice fifteen (15) days prior to their short-term move. The on-going construction progress and schedule will be adjusted accordingly to ensure that all households are both fully informed and prepared as the contractors move unit to unit, as detailed previously. All newly renovated units will be decent, safe and sanitary, as evidenced by an inspection prior to their re-occupancy.

Upon completion of the renovations, there will be (X) accessible units (X efficiency and X 2-bedroom). These accessible units will be leased to qualified households, based on the affirmative marketing plan, and the screening and selection criteria for the property.

2. Method of Payment – Temporary Moves

The City will provide a direct payment to a qualified moving company i to ensure that no resident incurs any out-of-pocket expenses in connection with a temporary move. The City will hire a qualified moving company to move each affected resident's personal property and household goods.

The City has determined that it will use $2,500 per household for an efficiency unit as an estimate to guide what they consider as reasonable costs for the moving of personal property and household good, along with the return of the personal property upon completion of the newly renovated unit.

3. Method of Payment – Utilities for Temporary Moves

The City will not require the disconnection and reconnection of any existing electric services, existing telephone services or internet, as these services will remain assigned to each individual unit. Each household will be responsible for continuing to pay their rent as they otherwise would be responsible to pay.

F. <u>Responsibilities of the City</u>

The City will be responsible for the relocation program as follows:

1. Develop and provide for public review the Relocation Plan;
2. Prepare an Existing Tenant Profile that lists all households residing in the property;
3. Prepare a list of all households who resided in the property at the time of rehabilitation, along copies of notices these households received; and
4. Assume the responsibility for the implementation of all actions designated under this Relocation Plan including the relocation of those households who are temporarily relocated; and monitor the displacement of those households permanently displaced.

II. RELOCATION PROGRAM

The City's assistance to temporarily relocated and permanently displaced households will include the following:

- Inform eligible households in writing (i.e. tenants in good standing) at the earliest possible date of the pending rehabilitation, the details of the temporary relocation, and procedures for obtaining assistance;

- Conduct household interviews, determine the needs of all households to be temporarily relocated or permanently displaced;

- Inform those households who are ineligible to reside in The Haven at Vine Apartments due to income guidelines that they are to be permanently displaced and are therefore eligible for permanent displacement benefits;
- Offer each permanently displaced household at least three comparable replacement dwellings, as well as transportation to view the replacement dwellings;
- Inform all households of the eviction policies to be pursued, where warranted;
- Identify the needs of displaced households as well as those that remain on the property and address those needs by using partnerships of local nonprofits in the area (i.e. employment training, jobs, rental financial assistance, financial literary, pre-purchase counseling).
- Provide any services necessary to ensure that the relocation process does not result in different or separate treatment on account of race, color, creed, religion, sex, national origin, family status, handicap, age, ancestry, unfavorably military discharge, receipt of governmental assistance or marital status; and
- Maintain household records for at least a three (3) year period.

A. <u>Eligibility for Benefits</u>

The following criteria will apply to all households in determining eligibility for temporary relocation and permanent displacement benefits:

- The following households will be eligible to remain in the property after rehabilitation and will qualify for temporary relocation benefits:
  - Households with income under the 80% of the Area Median Income (AMI) as determined by the Department of Housing and Urban Development.
  - The City has set aside three (3) studio apartments and two (2) 2- bedroom apartments for current residents who have been determined over-income and want to remain at The Haven at Vine Apartments.
  - Depending on eligibility and household size, residents may have the opportunity to move into a 2-bedroom unit.

The following households will not be eligible to return to the development after rehabilitation, but will be eligible for permanent displacement benefits:

- In general, households whose gross annual household income exceeds 80% of the AMI as determined by HUD.
- The following households will not be eligible for either temporary relocation or permanent displacement benefits:

- Households that move voluntarily from the Development after receiving the General Information Notice, a Three-Day notice regarding nonpayment of rent, or notice of violation of the lease;

- All individuals who are not lawful tenants (i.e. not listed on the lease or are unlawfully occupying a unit);

- Households that are evicted for any breach of the lease provisions, violation of federal, state, or local laws, or other good cause after the effective date for relocation assistance. The only exception under this sub-section is households who are evicted for a violation of a lease that addresses the overcrowding of a unit. In this case, the household will be offered a rehabilitated unit if the household qualifies under Section A (1) above. If the household does not qualify under Section A (1), the household would then be eligible to receive permanent displacement benefits; OR

- Households that move into the development after the effective date for relocation benefits provided such households have received written notice of the impending rehabilitation prior to signing lease. (Move In Notice)

B. <u>Notice of Eligibility of Relocation Assistance</u>

The effective date for eligibility for relocation benefits shall be August 5, 2025.

On _____________, the City notified each household of potential displacement through a General Information Notice (GIN). This notice was personally served. It covered the following:

- Informed the household that the City purchased the property;
- Informed the household not to move prior to the household receiving a notice of notice of non-displacement or a notice of relocation eligibility, and that doing so will jeopardize household relocation benefits;

- Informed the household that no move will be required until the household receives at least 15 days advance written notice;

- Provided a copy of the HUD Informational Booklet on URA which describe the relocation payments for which a household may be eligible, the basic conditions of eligibility, and the procedures for obtaining payments; informs the household that it will receive referrals for replacement housing, advisory services, and assistance in filing claim forms, and other assistance to aid in successful relocation; and

- Described the household’s right to appeal any determination regarding relocation assistance.

C. <u>Occupant Interviews</u>

The City has conducted a personal interview with each household in order to determine each household's specific relocation needs. The interviews were scheduled at the household's convenience.

At the interview, each household has the opportunity to indicate whether it wants to remain in the property. Households indicating a desire to remain in the property were told that approval would be based on household income and size guidelines. They were also informed that they would be notified by the City within a reasonable length of time as to whether or not they met the requirements. Once of the following forms would be provided according to the circumstances: Notice of Non-Displacement; Notice of Eligibility for Relocation Assistance; and Rejection Notice.

If, after repeated attempts, the City is unable to contact a household to schedule a relocation interview/conversation/meeting, the City will document its efforts in connection with the failed notification. These households will not be eligible for benefits.

III. RELOCATION BENEFITS AND ASSISTANCE

All households temporarily relocated and permanently displaced pursuant to the Relocation Plan will be eligible for the following benefits and assistance:

A. Temporary Relocation

While the units in the Development are being rehabilitated, the tenants will need to be temporarily relocated. The City will provide decent, safe, sanitary, and lead safe units available onsite and will be able to absorb all expenses for the relocation process so that residents will not be inconvenienced. If this is not possible for some reason, households will be reimbursed for moving costs to and from the temporary housing.

The City will provide two notices to the tenants eligible for temporary relocation:

(1) Notice of Non-Displacement advising them that they are not being displaced permanently; however, they will be displaced temporarily during the rehabilitation of the project. (2) Temporary Relocation Notice will be sent 30 days in advance to inform the households who will be temporarily relocated of their rights and of the conditions of their temporary move.

B. Permanent Displacement

If the tenant(s) are determined to have a gross annual household income that exceeds 80% of AMI as determined by HUD and there are none market rate units available, they will be displaced and may be eligible for relocation assistance. The City will offer each household eligible for permanent displacement benefits at least three comparable replacement dwellings.

This replacement dwelling must be currently available to the permanently displaced household and must be inspected by a qualified person who is knowledgeable of local housing code in order to determine that it is decent, safe, and sanitary. Inspection of comparable and replacement units will be documented by HUD Housing Quality Standards (HQS) inspection form 52580.

When more than one comparable replacement dwelling is offered to a household, the dwelling that is most representative of the displacement dwelling will be used in establishing the replacement housing payment (see HUD-40061 form -Selection of Most Representative Comparable Replacement Dwelling).

For minority households, if the comparable replacement dwelling used to establish the amount of the replacement housing payment is located in an area of minority concentration, the minority household must also be given, if possible, referrals to comparable replacement dwellings that are not located in an area of minority concentration.

Each permanently displaced household will receive payment for moving expenses

and, if eligible, a replacement housing payment. The following sections explain how moving expenses and replacement housing payments are to be computed for each household:

Moving Expenses

Displaced tenants may choose to receive payment for moving and related expenses either by 1) commercial mover selected through a competitive bids obtained by the City paid directly to the mover or reimbursed to the household; or, 2) reimbursement of actual expenses for a self-move, or 3) receipt of a fixed payment as determined by the federal government (the most recently published moving allowance schedule).

If reimbursement of actual expenses for a self-move is chosen, the City must determine that the expenses are reasonable and necessary and include only eligible expenses, which are:

- Transportation of the displaced person and personal property.
- Transportation costs for a distance of beyond 50 miles are not eligible, unless the City determines that relocation beyond 50 miles is justified.
- Packing, crating, uncrating and unpacking of the personal property.
- Storage of the personal property for a period not to exceed 12 months.
- Disconnecting, dismantling, removing, reassembling, and installing relocated household appliances, and other personal property.
- Insurance for the replacement value of the property in connection with the move and necessary storage.
- The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft or damage is not reasonably available.
- Credit checks.
- Utility hook-ups, including reinstallation of telephone and cable service.
- Other costs as determined by the City to be reasonable and necessary.

The following are ineligible expenses:

- Refundable security and utility deposits; or
- Interest on a loan to cover moving expenses; or

- Personal injury; or
- Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the City.

A person may choose to receive a fixed moving expense payment as an alternative to a payment for actual reasonable moving and related expenses. The fixed payment does not require that the City document costs, receipts, or payments by the displaced person, nor does the displace person need to account for the use of the fixed payment. The City will use the Residential Claim for Moving and Related Expenses (HUD Form 40054).

Replacement Housing Payments

Replacement housing payments are based on two figures: 1) the base monthly rent paid by the tenant prior to being relocated, and 2) a monthly rent and estimated average monthly utility cost of the final unit. Once these figures are determined, the base monthly rent is subtracted from the monthly rent and estimated average utility cost. The result of this calculation is multiplied by forty-two (42). This final figure is the amount to be received by the household.

The **base monthly rent** is the **lesser** of:

- A less-than-80%AMI household's actual monthly rent and estimated average monthly utility cost at the dwelling from which the household is being displaced; or
- Thirty percent of the gross household income (this figure is to be used for households).

The **monthly rent and estimated average monthly utility costs** is the lesser of:

- The monthly rent and estimated average monthly utilities for the comparable replacement dwelling; or
- The monthly rent and estimated average monthly utility costs for the replacement unit occupied by the displaced household.

As previously stated, the City will offer each eligible household at least one comparable replacement dwelling that is to be inspected by the City. While it is not required that the household accept the comparable replacement dwelling for occupancy, the rental rate at this comparable replacement dwelling will be used in establishing the replacement housing payment to be received by the household.

If the City fails to offer a household a comparable replacement dwelling, the monthly rent and estimated average monthly utility cost will be based on the actual cost of the unit occupied by the permanently displaced household, regardless of the amount of the monthly rent.

Claim for Rental Assistance (HUD-40058 form) must be completed and submitted to the City, as well as checks and other documentation evidencing payment of rental assistance, for each household permanently displaced.

C. Economic Displacement

The City does not intend to create a rent burden by increasing the rent of the current tenants; thus, creating economic displacement.

IV. FORMER OCCUPANTS WHO MOVED WITHOUT APPROPRIATE URA RELOCATION PAYMENTS, NOTICES, AND ADVISORY SERVICES

None of the prior tenants were required to move as a direct result of the project. However, if necessary, the City will make all reasonable efforts to obtain records and contact information, such as forwarding addresses, emergency contacts, and phone numbers from the property owner or management agent involved when the project was undertaken.

When contact information for the former occupant is not available, or such information does not result in establishing contact, the agency should initiate the following actions:

- Place a notice in local newspapers that are circulated in the neighborhood (for at least 30 days), printed in English and Spanish.
- Put an ad in the newspaper.
- Conduct social media and internet searches.
- Hire a “finding service”.

The City will request documentation of previous occupancy for all households who moved from the project, after the applicable initiation of negotiations (ION) date. All evidence of residential occupancy such as leases, rent rolls, receipts, and other personal records to establish a timeline of occupancy for each dwelling within the project will be evaluated. Documentation will be reviewed to determine if the person can demonstrate evidence they were required to move as a direct result of the project.

The City will complete a case-by-case analysis of available occupancy records in context with the date of the submission of an application for HUD assistance and the applicable initiation of negotiations (ION). Program-specific relocation requirements may also apply.

Persons who meet the definition of displaced person and moved permanently from the real property after the ION and did not receive timely and accurate written notices are eligible for URA relocation

V. COMPARABLE REPLACEMENT HOUSING

HOTEL UNITS

	DISPLACEMENT UNIT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
ADDRESS	1815 W VINE STREET	VIVO LIVING APTS	MAINGATE VILLAGE	THE TEALE APTS

LOCATION (ZIP CODE)	34741	34741	34747	34746
YR CONSTUCTED	1972	1988	1974	1980
CONDITION	GOOD	GOOD	GOOD	GOOD
SQ FT AREA	262	350	350	201-287
NO OF ROOMS	1/0/1	1/0/1	1/0/1	1/0/1
RENT	$900.00	$893	$1,195.00	$1,190.00

APARTMENT UNITS

	DISPLACEMENT UNIT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
ADDRESS	1815 W VINE STREET	LA BELLEZA APTS	POLO RUN APTS	PEBBLE CREEK APTS
LOCATION (ZIP CODE)	34741	34741	34741	34744
YR CONSTUCTED	1966	1973	1986	1980
CONDITION	GOOD	GOOD	FAIR	FAIR
SQ FT AREA	850	871	875	1037
NO OF ROOMS	5/2/1	5/2/1	5/2/1	5/2/1
RENT	$1,700.00	$1,675.00	$1,150.00	$1,211.00

VI. BUDGET

The City will establish an account called the Relocation Fund to cover the cost of the relocation benefits and assistance. Relocation benefits will be paid by the City to the household once all required documentation is completed by the household and submitted to the City.

The following is the City’s estimate of relocation costs:

Estimated number of Households to be temporarily relocated	40
Total Estimated Moving Expense	$ 2,500

Total Temporary Relocation Expenses	$100,000
TOTAL	$100,000

TEMPORARY RELOCATION EXPENSES

PERMANENT DISPLACEMENT EXPENSES

Estimated number of Households to be permanently displaced	0
Total Estimated Moving Expense	0
Total Estimated Rent Differential	0
TOTAL	0

RELOCATION STAFF AND EXPENSES $ 0

TOTAL ESTIMATED RELOCATION EXPENSE

Temporary Relocation	$100,000
Permanent Displacement	$0
Relocation Staff and Expenses	$0
TOTAL	$100,000

VII. RECORDKEEPING & NOTICES

- **<u>Correspondence and Notices</u>**

The City must maintain household files that contain the following correspondence and documentation for all households residing in the Development (failure to provide proper notification to all households could cause a household otherwise not eligible for permanent displacement to now be eligible for these benefits);

General

- Residential Relocation Management Report - A household listing that records all households residing in the Development on the effective date for relocation benefits;
- General Information Notice (if the General Information Notice is not submitted for any household or business included on the household, site listing, a written explanation must be included in the file);
- Site Occupant Record (if a Site Occupant Record is not submitted for any household included on the household listing, a written explanation must be included in the file); and
- Household Documentation Checklist For All Temporarily Relocated Households
- Notice of Non-Displacement
- Notice of Temporary Relocation
- 15 Day Move-Out Notice
- Correspondence - any appeals or complaints, along with the City's response, must be included in these files.

For All Permanently Displaced Households

- HUD-40061 form -Selection of Most Representative Comparable Replacement Dwelling;
- 90 Day Move Notice;
- HUD-40054 -Claim for Moving and Related Expenses;
- HUD-40058 form -Claim for Replacement Housing Payment;
- HUD-52580 HQS Inspection form
- Evidence of payment of moving expenses and RHP assistance;
- Correspondence related to appeals or complaints, along with the City's response, must be included in these files.

Households Rejected for Both Permanent and Temporary Benefits

- Rejection Notice; and
- Correspondence related to appeals or complaints, along with the City's response, must be included in these files. All correspondence will be hand-delivered by the City.

Households Rejected for Both Permanent and Temporary Benefits

Recordkeeping

The City will maintain all individual household files for a period of no less than three (3) years from the later of the following dates: 1) the date the household was displaced or 2) the date when the final acquisition payment was received by the City.

APPENDIX 1

Site Occupancy Record

Link to HUD Document: Site Occupant Record - Residential

APPENDIX 2

General Information Notice

Date_________

XXXXXXXXXXX

1815 W Vine Street, #XXX Kissimmee, FL 34741

Dear Resident:

The City of Kissimmee is planning to renovate the property you currently occupy for a proposed project which may receive funding assistance from the U.S. Department of Housing and Urban Development (HUD).

This notice is required by HUD and the purpose is to inform you that you may be temporarily moved in the future as a result of the proposed renovation project. This notice also serves to inform you of your potential rights as a displaced person under a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You may be eligible for relocation assistance, as the project receives HUD funding, if you are displaced as a result of rehabilitation.

- **This is NOT a notice to vacate the premises.**
- **This is NOT a notice of relocation eligibility.**

If you are determined to be eligible for relocation assistance in the future, you may be eligible for: 1) Relocation advisory services including help to find another place to live; 2) At least 90 days advance written notice of the date you will be required to move; 3) Payment for your moving expenses; 4) Replacement housing payments to enable you to rent, or if you prefer to purchase, a comparable replacement home. You will also have the right to appeal the City's determination, if you feel that your application for assistance was not properly considered. The enclosed brochure, "Relocation Assistance To Tenants Displaced From Their Homes" provides an explanation of this assistance and other helpful information.

Pursuant to Public Law 105-117, aliens not lawfully present in the United States are NOT eligible for relocation assistance, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are United States citizen or national, or an alien lawfully present in the United States.

Please be advised that you should continue to pay your rent and meet any other obligations as specified in your lease agreement. Failure to do so may be cause for eviction. If you choose to move or if you are evicted prior to receiving a formal notice of relocation eligibility, you will not be eligible to receive relocation assistance. It is important for you to contact us before making any moving plans.

Again, this is not a notice to vacate the premises and does not establish your eligibility for relocation assistance at this time. If you are determined to be displaced and are required to move from the premises in the future, you will be informed in writing. In the event the proposed project does not proceed or if you are determined not to need to move, you will also be notified in writing.

If you have any questions about this notice or the proposed rehabilitation project, please contact Frances De Jesus, Housing and Community Development Manager by phone at (407) 518-2156 or by e-mail at frances.dejesus@kissimmee.gov.

Sincerely,

D. Matthews

Desiree Matthews Deputy City Manager

Appendix 3

Notice of Relocation Eligibility

Date_________

1815 W Vine Street Kissimmee, FL 34741

Apt. XXX

RE: NOTICE OF ELIGIBILITY (NOE)

Dear _______________:

On a letter dated ___________ the City of Kissimmee notified you of proposed plans to rehabilitate the property you currently occupy at 1815 W Vine Street, Apt. XXX, Kissimmee, FL 34741.

We have followed the Federal guidelines and the process determined that this project will displace you from your current dwelling and make you not eligible to return to this property after rehabilitation. Federal law makes displaced households eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

We advise you: <u>DO NOT MOVE YET</u>. We will notify you in writing of the date by which you must move. We will inform you at least 90 days before you must move that we have identified for you a replacement dwelling comparable to or better than your present one.

Read carefully the enclosed HUD brochure, entitled "Relocation Assistance to Tenants Displaced from Their Homes" (HUD-1042-CPD). It explains your relocation rights, eligibility for payments, and what you must do in order to receive these payments.

(Aliens not lawfully present in the United States do <u>not</u> qualify for relocation assistance – unless such ineligibility would cause exceptional hardship for a qualifying spouse, parent, or child. <u>All</u> persons seeking relocation assistance must certify their United States citizenship, or status as an alien lawfully present in the United States, pursuant to Public Law 105-117.)

Relocation assistance includes:

1) Relocation Advisory Services: Assistance with completing forms, advising of legal rights, locating comparable dwellings, guidance provided throughout entire relocation process.

2) Payment for Moving Expenses. Choose either:

- Reimbursement for actual reasonable moving and related expenses,
- A formula-calculated payment based on the URA Fixed Residential Moving Cost Schedule.

3) Replacement Housing Payment. You may qualify for a replacement housing payment to either rent or buy a replacement home. Factors determining the payment include:

- Monthly rent and cost of utilities for a comparable unit,
- Monthly rent and utilities at your present unit,
- The difference between old (displacement) and new (replacement) housing costs will determine the payment for a one-month period.
- Duration for URA benefits lasts 42 months.

Recommended comparable replacement dwellings

Please consider the following three units we identified for you. If you need assistance, we can arrange transportation to inspect the units.

Name	Address	Rent	Utilities (estimated)	Contact information
.				

*Use as the comparable replacement dwelling.

**Based on Utility Allowance Schedule for 0 BR – Low Rise

"Comparable replacement home" meets the criteria for "Decent, safe, and sanitary housing" (see definition in HUD-1365-CPD).

Our evaluation determined that the unit located at 4018 W Vine Street, Kissimmee represents the best fit for your household. The monthly rent for this unit equal $________– utilities included. We will use this rent to calculate your maximum allowable replacement housing payment.

If you inspect this unit and find it not comparable to your current dwelling, contact us immediately with your objections. We can explain our process for evaluation and selection and discuss your concerns.

Estimated maximum replacement housing payment

We calculate the estimated maximum replacement housing payment based on: the lesser of the rent and utilities at the replacement and the rent and utilities at the comparable replacement dwelling Minus the rent and utilities at the displacement unit. See calculation below:

URA maximum replacement housing = $______________

Moving Expenses

You may choose to receive payment for moving and related expenses either mover selected through a competitive bids obtained by the City paid directly to the mover or reimbursed to the household; or, 2) reimbursement of actual expenses for a self-move, or 3) receipt of a fixed payment as determined by the federal government (the most recently published moving allowance schedule). According to the most recent HUD schedule, you qualify for moving expenses in the amount of $550.

Limitations

Federal law does not require us to adjust replacement-housing payments to reflect future rent increases.

Ownership alternative

Considering your maximum allowable replacement housing payment is $0, this portion of the law does not apply in your case.

Our inspector must verify that any replacement housing meets decent, safe and sanitary standards before we can issue any replacement housing payments.

Before you make any plans to move, please contact our representative with any questions about this letter or your eligibility for relocation assistance:

Name: Frances De Jesus

Title: Housing and Community Development Manager Phone: (407) 518-2156

E-Mail: frances.dejesus@kissimmee.gov

Address: 101 Church Street, Ste. 200 A, Kissimmee, FL 34741

We will guide you through the process and help to preserve your eligibility for all relocation assistance for which you qualify.

We will provide reasonable accommodations for persons with disabilities and persons with limited English proficiency. Please let our representative know if you need auxiliary aides, written translation,oral interpretation, or other assistance in order to fully participate in the relocation process.

We urge you not move or commit to the purchase or lease of a replacement home before discussing with us your eligibility for relocation assistance.

Please retain this letter for your records. Sincerely,

D. Matthews

Desiree Matthews Deputy City Manager

Enclosure/s HUD-1365-CPD

Appendix 4

Notice of Non-Displacement

Date__________

1815 W Vine Street

Kissimmee, FL 34741 Apt. XXX

RE: NOTICE OF NON-DISPLACEMENT Dear ____________

This is a notice of non-displacement. Based on the income information provided on your Tenant Survey and your one-on-one interview with City staff, your annual income is $XXXXX for a household of X which is considered to be within the 50% of the area median income of the Orlando-Kissimmee-Sanford, FL MSA. Please note that based on the description of the City of Kissimmee's project you are not considered a displaced person considering your income makes you eligible to remain on the property.

Please be aware that if you decide to move for your own reasons, you will not receive any relocation assistance.

Please retain this letter for contact Frances De Jesus, Housing and Community Development Manager, at (407) 518-2156 or frances.dejesus@kissimmee.gov.

your records. If you have any questions about this notice or the proposed project, please

Sincerely,

D. Matthews

Desiree Matthews Deputy City Manager

Appendix 5

Notice of Temporary Relocation

Date_________

1815 W Vine Street

Kissimmee, FL 34741 Apt. XXX

Dear ____________:

On ___________ the City of Kissimmee notified you of proposed plans to rehabilitate the Haven at Vine Apartments utilizing funds from the U.S. Department of Housing and Urban Development (HUD). The proposed project will impact the unit that you currently occupy.

As per federal requirements, you are receiving this letter to inform you that on ______________this project was approved by the Department of Housing and Community Development and you will not be required to move permanently as a result of the rehabilitation. Repairs will begin soon.

This is a Notice of Non-displacement. This notice guarantees you the following:

1. Upon completion of the rehabilitation, you will be able to continue to lease and occupy your current unit or another suitable, decent, safe, and sanitary unit in the same building/complex under reasonable terms and conditions.

2. When you move temporarily the City will pay for any relocation expenses, including the cost of moving to and from temporary housing and any increased interim housing costs. The temporary unit will be decent, safe, and sanitary, and all other conditions of the temporary move will be reasonable.

Presently, you are urged not to move. Please continue to comply with the terms and conditions of your lease. Given this is a federally funded project, you are protected by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

The property manager will contact you if/when you must temporarily move. Depending on the schedule of the rehabilitation work, you will not be required to move until you receive a Move Notice.

If you have any questions, please contact frances.dejesus@kissimmee.gov of the Housing and Community Development Office or frances.dejesus@kissimmee.gov his letter should be retained for your records.

Sincerely,

Appendix 6

90 Day Move Notice

Date_________

1815 W Vine Street

Kissimmee, FL 34741 Apt. XXX

Dear ____________:

On (*insert date Notice of Eligibility was issued)* we notified you that you would need to move from the Maplewood Apartments for the renovation project. As you know, we are planning to undertake extensive renovations both inside and out.

<u>This is a 90-Day Move Notice</u>.

You will not be required to move prior (_*enter date)* . As we informed you in the Notice of Eligibility, you are entitled to relocation payments and other assistance in accordance with Federal regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) of 1970, as amended.

If you are interested in moving in advance of (*insert move date)* we are happy to work with you. Please contact us if you have any questions or I can be of any assistance.

Phone # for the Hearing Impaired _____________________

Sincerely,

(name)

(title)

Appendix 7

Move In Notice

Date_________

1815 W Vine Street

Kissimmee, FL 34741 Apt. XXX

Dear ______________:

The current project involves rehabilitation of the Haven at Vine Apartments, located at 1815 W Vine Street, Kissimmee, FL 34741. The City has commenced renovations at the property and will be using Federal funding from the U. S. Department of Urban Development (HUD). This notice is to inform you of the following information **before you enter into any lease agreement and/or occupy the property located at the above address**:

- ♦ You may be displaced by the project.
- ♦ You may be required to relocate temporarily.
- ♦ You may be subject to a rent increase.
- ♦ You will not be entitled to any relocation payments or assistance provided under the Uniform Relocation Act (URA).

If you have to move or your rent is increased as a result of the rehabilitation project, you will not be

reimbursed for any such rent increase or for any costs or expenses you incur in connection with a move as a

result of the project.

Please read this notification carefully prior to signing a rental agreement and moving into the property. If you should have any questions about this notice, please contact __*(Grantee)*___ at __*(address and telephone number).*_ Once you have read and have understood this notice, please sign the statement below if you still desire to lease the unit.

Sincerely,

(name and title)

* *

I have read the above information and understand the conditions under which I am moving into this project.

Print Name of Tenant(s)

Signature(s)

Address and Unit Number

Appendix 8

15-Day Temporary Move Notice

Date_________

1815 W Vine Street

Kissimmee, FL 34741 Apt. XXX

Dear ____________:

This notice is to inform you that the renovations to your apartment is complete and will be able to return within fifteen (15) days of the following date: _______________.

We appreciate your cooperation in move to temporary housing and are excited for you to return in ___ days.

Should you have any questions or need additional assistance in completing your return move, please contact ____*(enter name of landlord or management company)*___at ______________.

Please keep this notice in your files.

Sincerely,

(name)

____

(title)

____

Appendix 9

HUD Brochure

Link to Brochure: 1042cpd.pdf

Appendix 10

Rejection Notice (?)

Appendix 11

5-Day Notice – Non-payment of rent (?)

2021-29pihn:

(2021) This HUD Notice provides **supplemental guidance** to the Interim Final Rule titled

"Extension of Time and Required Disclosures for Notification of Nonpayment of Rent."

It mandates a **minimum 30-day notification period** and outlines required disclosures to

support families at risk of eviction

Appendix 12

Comparable Replacement Housing Worksheet

HUD Form 40061

Link to Form: 40061

Appendix 13

Moving Expense Claim

HUD form 40054

Link to Form: 40054 (1)

Appendix 14

Replacement Housing Payment Claim

HUD - form 40058

Link to Form: 40058 (3)

Appendix 15

HQS Inspection HUD - form 52580

Link to Form: 52580.pdf

Appendix 16

Housing Document file checklist

File No: Haven at Vine Apartments

Name of Household:

PART 1 - HOUSEHOLD INFORMATION	Yes	No	N/A	Comments
General Information Notice				
Certificate of Receipt/Evidence of Delivery				
Resident Interview Form				
Household Income Certification				
Income Certification - Source Documents				
Photo Identification				
HUD Privacy Act Statement (English)				
Legal Residency - Source Documents				
Site Occupancy Record				
Appraisal/Low Value Determination				
PART 2 - URA RELOCATION ASSISTANCE	Yes	No	N/A	Comments
Notification-of-Eligibility-For-Relocation				
Notification of Non-Displacement				
Certificate of Receipt/Evidence of Delivery				
Notice of Temporary Relocation				
90-Day Move Notice				
Certificate of Receipt/Evidence of Delivery				

HUD-Form-40061-Comparable-Replacement-Wksht				
DSS – Comparable Unit(s) - Inspection Form(s)				
Contract-to-Purchase (replacement home)				
Duplication-of-Benefits-(DOB) Analysis				
HUD-Form-40054-Claim-for-Moving Expenses				
HUD-Form-40057-Claim-for-RHP-Homeowner				
HUD-Form-40058-Claim-for-RHP/Down-Payment-				
DSS - Replacement Unit - Inspection Form				
Appeal Documentation				
OTHER:				

EXHIBIT C

Construction Budget/Schedule of Values

(see attached PDF document)

EXHIBIT D
Project Pro forma

Rent:				# Units			2025/26 Budget	
Rentals				**40**	[redacted]	**2023 + 6% annual increase FMR**		
50%	Studio			8	[redacted]	$814	$78,151.68	
60%	Studio			30	[redacted]	$977	$351,835.20	
80%	Studio			2	[redacted]	$1,304	$31,291.20	
							$461,278	
Rentals				40	[redacted]			
50%	Two Bedroom			10	[redacted]	$1,047.28	$125,673.60	
60%	Two Bedroom			25	[redacted]	$1,257.16	$377,148.00	
80%	Two Bedroom			5	[redacted]	$1,676.92	$100,615.20	
							$603,436.80	
Emergency Housing				40	[redacted]	**FMR 2025**		
	Studio			30	[redacted]	$922	$331,920.00	up to FMR
				10	[redacted]		$110,640.00	
					[redacted]		**$442,560.00**	
Subtotal					[redacted]			
					[redacted]			
					[redacted]			
Gross Annual Rent					[redacted]		**$1,507,274.88**	

Less:			[redacted]	
	Vacancy	3%	[redacted]	($45,218.25)
	Bad Debt	5%	[redacted]	($75,363.74)
	Courtesy Officer		[redacted]	($20,123.04)
			[redacted]	$-
Effective Annual Income:			[redacted]	**$1,366,569.85**
Expenses:				
			[redacted]	**25/26**
			[redacted]	
	Personnel (3FTE)		[redacted]	$159,150.00
	Maintenance Payroll		[redacted]	
	Benefits		[redacted]	$63,843.00
	Payroll Taxes		[redacted]	$12,695.00
			[redacted]	
	Total Payroll:		[redacted]	**$235,688.00**
			[redacted]	
	Professional Services		[redacted]	$40,000
	Other Contract Services (lands		[redacted]	$133,000
	Other Svcs (HVAC/Fire Protect		[redacted]	$16,200
	Communications Svc		[redacted]	$33,000
	Postage		[redacted]	$1,000
	Electric		[redacted]	$132,000
	Water/Sewer		[redacted]	$84,000
	Solid Waste		[redacted]	$18,000
	Building and Grounds		[redacted]	$11,000
	Other Equip		[redacted]	$2,500
	Printing		[redacted]	$1,500
	Office Supplies		[redacted]	$500
	Operating Supplies		[redacted]	$64,000
	Cleaning		[redacted]	$1,000
	Chemicals		[redacted]	$1,000
	Tools and Equip		[redacted]	$1,000
			[redacted]	
	Total Operating Costs:		[redacted]	**$539,700**
	Capital Improvements			**$100,000**

Total Annual Operating and Capital Expense	[redacted]		**$875,388**
NOI Before Reserves and Debt Service	[redacted]		***$491,181.85***
Reserves:			
Operating Reserve 20%	[redacted]		$273,313.97
Debt Service	[redacted]		$144,190.00
Program Income	[redacted]		$73,677.28
Cashflow	[redacted]		**$1**

Program Income

15 % program income to be used for Services in Haven Connect Program to fund shelter units

(3) HOME funded units and reserved for property improvements

EXHIBIT E
Program Income Plan

Haven on Vine Policy

Program Income Policy for Haven on Vine CDBG Units
Effective Date: 8/01/2025

Purpose

This policy governs the management and use of Program Income (PI) generated from the Haven on Vine CDBG-funded residential units.
It ensures compliance with HUD regulations (24 CFR 570.500–570.504) and directs program income to support affordable housing, operations, and services benefiting low- and moderate-income households.

Definition of Program Income

For Haven on Vine, Program Income is defined as:

- Rental income received from tenants of the CDBG-funded units.
- Any fees or charges directly attributable to the operation of CDBG-assisted units.
- Proceeds from sale or lease of property or equipment purchased/improved with CDBG funds, if applicable.

Allowable Uses of Program Income

Program income generated from Haven on Vine must be used for eligible CDBG activities that benefit low- and moderate-income residents.
Allowable uses include:

- Operations: Routine operating costs to manage and maintain the CDBG-specified units (e.g., utilities for common areas, property management fees, insurance).

- Services: On-site supportive services for residents (e.g., case management, resident services, financial literacy, tenant workshops). Must remain within the 15% public services cap when combined with other CDBG public service funds.

- Housing Initiatives: Reinvestment in capital improvements, rehabilitation, or additional affordable housing initiatives tied to Haven on Vine.

RESOLUTION NO. __________-2026

A RESOLUTION OF THE CITY OF KISSIMMEE, AMENDING THE ADOPTED 2025-2029 CONSOLIDATED PLAN AND PROGRAM YEAR (PY) 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM ONE-YEAR ACTION PLAN; AUTHORIZING SUBMISSION OF THE AMENDED ACTION PLAN TO OSCEOLA COUNTY FOR INCLUSION IN THE JOINT OSCEOLA COUNTY HOME CONSORTIUM 2025-2029 CONSOLIDATED PLAN AND THE AMENDED PY 2025 ONE-YEAR ACTION PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Kissimmee (the "City") is a Community Development Block Grant (CDBG) entitlement jurisdiction and a member of the Osceola County HOME Consortium for receipt of HOME Investment Partnerships (HOME) Program funding; and

WHEREAS, the City Commission seeks to obtain CDBG and HOME funds in order to administer its CDBG and HOME programs; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires all entitlement communities to annually submit a new Consolidated Plan every five years and a One-Year Action Plan that meets the requirements of applicable federal regulations; and

WHEREAS, the City of Kissimmee is a member of the Osceola County HOME Consortium, and only receives direct allocations of Community Development Block Grant Program funding, much of the data and assessment of our jurisdictions housing needs are more thoroughly explained in the Osceola County HOME Consortium 2025-2019 Consolidated Plan; and

WHEREAS, the City has prepared an amended 2025-2029 Consolidated Plan and PY25 One-Year Action Plan for use of its CDBG funds that includes required federal forms and certifications to apply for the funds from the federal CDBG program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE THAT:

Section 1: The Amended 2025-2029 Consolidated Plan and PY25 One-Year Action Plan, attached hereto, is hereby approved.

Section 2: The City is hereby authorized to submit said Amended 2025-2029 Consolidated Plan and PY25 One-Year Action Plan to Osceola County for inclusion in the Osceola County HOME Consortium 2025-2029 Consolidated Plan and PY25 One-Year Action Plan; and to submit the City's 2025-2029 Amended Consolidated Plan and

PY25 One-Year Action Plan as its request and approval for CDBG and HOME program funding from HUD.

Section 3: The Development Services Department is hereby authorized to administer said CDBG and HOME programs, Action Plans, and Citizen Participation Plans.

Section 4: This Resolution shall take effect immediately upon its passage and adoption.

ADOPTED in Regular Session this 20th day of January, 2026.

Attest:

City Commission
City of Kissimmee, Florida

Tameara Crespo
City Clerk

Jackie Espinosa
Mayor-Commissioner

Approve as to form and legality

City Attorney Date

COLD CASES

Continued from Page 1

it is working; the crimes were committed as many as 33 years ago.

Joshua Levi Burch: On Sept. 5, 2010, deputies found Burch, 20, at a Pleasant Hill Road 7-11 shot while being a passenger in a pickup truck. Burch died from the gunshot wound, and the shooting is believed to be a road rage incident along Pleasant Hill.

Mary Traversa: On May 13, 1997, a body was discovered in a burning vehicle on I-4 in Osceola County. The body was later identified as Traversa, 42, of Plant City. She had been shot and was believed to have been driving home from work.

Lorena Perez: On April 7, 2006, deputies found a deceased female body, later identified as Perez, 29, on Lake Tohopekaliga Road. Police believe the victim had been murdered and had been disposed of at the location.

Ruth Haut: On Feb. 26, 1992, Haut, 41, was reported missing from her office on John Young Parkway (then Bermuda Avenue). Her body was later discovered in an orange grove on the east end of Hickory Tree Road near U.S. Highway 192. Her death was ruled a homicide.

Shelley Jane Sherman: On June 13, 1994, the deceased body of Sherman, 32, was found at Sadina Drive and Kyngs Heath Road in Kissimmee. Her cause of death was listed as asphyxiation and blunt force trauma.

Teresa Hart: On Sept. 16, 1993, the body of Hart, 34, was found on South Lake Avenue, near Narcoossee Road. Her body was found dumped on the dirt road and it is believed that she was killed in the location she was found. She was known to reside in Orlando but take the bus to travel to Osceola County and visit the Brass Rail Bar, located at the corner of Starline Road and Narcoossee Road.

"We're hoping someone can help us and can provide tips into some of these cases," Blackmon said.

OSCEOLA NEWS-GAZETTE (USPS Number 513540)

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High Holiday Honors

A young volunteer places a wreath on a Civil War veteran's grave at Mt. Peace Cemetery Saturday (Photo/Terry Lloyd).

Deceased veterans honored at Wreaths Across America

By Terry Lloyd
For the News-Gazette

On the second Saturday before Christmas across the country, veterans organizations, families, and concerned individuals come together to honor America's deceased veterans by placing a remembrance wreath on veterans' graves. Here in Osceola County, Wreaths Across America events were held Saturday at Kissimmee's Rose Hill and St. Cloud's Mount Peace cemeteries.

At Rose Hill, volunteers, including the U.S. Naval Sea Cadet Corps' Lone Sailor Division from Windemere, placed over eight hundred wreaths on all known veterans' graves in the city-owned cemetery. This is the third year for the event, organized by Kissimmee's American Legion Post 10, and held at 10 a.m. so as not to conflict with the Mt. Peace ceremony, which traditionally starts at noon and has been held in the St. Cloud cemetery since 2017. The Osceola County Veterans Council Honor Guard fired a 21-gun salute and played "Taps" for the solemn occasion.

At noon, the second ceremony commenced at Mt. Peace Cemetery. Pulling double duty, as usual, the Osceola County Veterans Council Honor Guard opened the event by posting the colors. Wreaths were then laid representing veterans from all six branches of the U.S. military and the Merchant Marine. A special wreath was also placed in honor of the 82,000 U.S. military members still unaccounted for from conflicts dating back to World War II.

The guest speaker was St. Cloud Police Chief Douglas Goerke— the son of a veteran.

"It is only the service and sacrifice, freely given by veterans and first responders, who give us the freedoms we enjoy today," said Goerke.

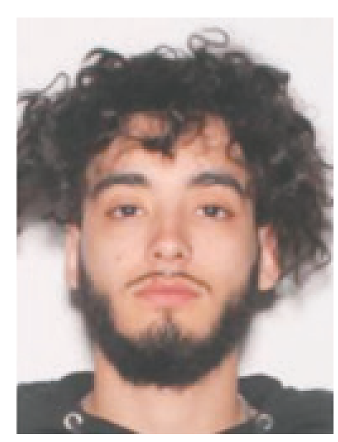
Approximately 1,400 wreaths were placed on veterans' graves across the historic cemetery, with the help of volunteers from over twenty-four different organizations and sponsors, including many youth scouting groups.

For more information about Wreath Across America, see https://bit.ly/3TmzJOO.

Orlando couple arrested in armed robbery, shooting at Kissimmee home

By Kristin Hurst
For the News-Gazette

Adriana Kennett



Jayvyn Lindsey

Two people have been arrested following an armed robbery and shooting at a Kissimmee residence early Nov. 22, according to Osceola County Sheriff's arrest affidavits.

Deputies responded around 3 a.m. to a shots fired call at a Marks Street home, where they contacted two victims, a woman and her boyfriend. Investigators say the female victim had earlier been staying at a friend's home in Orlando when the friend—identified as Adriana Kennett, 19, of Orlando—accused her of stealing $4,000. The victim denied the allegation and told deputies she showed Kennett her belongings and bank records to prove she did not have the money.

Later that night, the victim's boyfriend picked her up and the pair returned to his Kissimmee residence. About an hour later, Kennett allegedly arrived with two masked males and began yelling that the victims had taken money. One of the masked men then produced a rifle and pointed it at the victims.

According to investigators, the boyfriend was pistol-whipped and assaulted by both masked men. When the female victim attempted to intervene, she was also struck, and her phone was taken.

During a struggle over the firearm, a round was discharged, followed by two additional shots—one into the air and one into the ground, reports state. Deputies collected three shell casings from the scene, consistent with the victims' accounts.

Both victims suffered visible injuries consistent with being battered and told deputies they wished to pursue charges.

Reports said the female victim identified one of the masked men as Kennett's boyfriend, Jayvyn Lindsey, 21, of Orlando, saying she recognized him despite the ski mask based on his voice and demeanor. Lindsey is charged with aggravated battery with a deadly weapon, aggravated assault with intent to commit a felony, discharge of a firearm in public, and robbery with a firearm. Kennett is charged with robbery with a firearm and accessory after the fact. Both are being held without bond at the Osceola County Jail.

ITEM 7.A
Approval of City Commission Minutes from the December 16, 2025 and January 6, 2026 meeting

Request

Approval of the December 16, 2025 and January 6, 2026 commission meeting minutes.

Explanation

Minutes of the commission meeting held on December 16, 2025, and January 6, 2026, are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission
Presenter:

Attachment(s):
1. (S) CCM MIN DEC 16 2025
2. (S) CCM MIN JAN 06 2026

MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, DECEMBER 16, 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 Proclamation honoring Tammy Douglas, Executive Director of Help Now

City Manager Steigerwald read a proclamation in honor of Tammy Douglas, Executive Director of Help Now, as the Mayor and Commissioners presented the proclamation. The recipient thanked the City for their support and is greatful for the recognition.

3.B Swearing in Ceremony of Four New Police Officers

Swearing-in Ceremony of Four New Police Officers.

Police Chief Broadway administered the Oath of Office to Yuberki Tavarez, Ta'Heem Davis, D'Angelo Riascos, Juan Morales.

3.C Service Awards for October, November, and December 2025

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

City Manager Steigerwald acknowledged employees who've reached service milestones of five, ten, fifteen, twenty, twenty-five, and thirty years, and presented awards to those who were in attendance.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Final Reading - Proposed Ordinance #25-20 - Amending the Zoning Map designation from Multi-Family Medium Density Residential (RC-1) to Multi Family Medium Density Residential (RC-2): 2220 Fortune Road - ZMA-25-0009

AN ORDINANCE AMENDING ORDINANCE NO. 3110 KNOWN AS THE CITY OF KISSIMMEE LAND DEVELOPMENT CODE, REZONING THE PROPERTY HEREINAFTER DESCRIBED, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Approval of a Zoning Map Amendment to change the Zoning Map designation from Multi-Family Medium Density Residential (RC-1) to Multi-Family Medium Density Residential (RC-2) on approximately 52.59 acres of land.

City Attorney Sanchez de Fuentes read Ordinance # 3127 by title. Planning Manager Brenda Ryan reviewed the project details attached to the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience.

Mayor Espinosa moved to adopt Ordinance # 3127. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5 - 0.

4.B Public Hearing - First Reading - Proposed Ordinance # 25-21 - Land Development Code Text Amendment (Chapter 14-2: Terms Defined and Chapter 14-11: Signs)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING SIGNAGE DEFINITIONS IN CHAPTER 14-2; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE
Amendments to Chapter 14-2 (Definitions) and Chapter 14-11 (Signs) of the Land Development Code.

City Attorney Sanchez de Fuentes read Proposed Ordinance #25-21 by title. Senior Planner Ashley Cornelison presented an overview of the sign code update and summarized the September Workshop, highlighting the legislative requirement that prohibits regulating signs based on content. Mayor Espinosa announced the Public Hearing with no response from the audience

Mayor Espinosa made a motion to approve the Public Hearing and First Reading of Proposed Ordinance # 25-21. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

5. PUBLIC HEARINGS

6. HEAR AUDIENCE *Anything requiring a vote will be heard at a later time.*
Mayor Espinosa opened the floor for public comment. Comment cards ("Exhibit A") were submitted, and those individuals spoke or documented their support of, opposition to, or neutrality of items and topics.

Ray Parsons presented a proposal with potential financial benefits contingent on Toho Water Authority approval. Brief discussion followed on property values and tax impacts.

Two individuals commented on the Business Boost 2.0 grant program, citing concerns about accountability, transparency, and conflicts of interest in the process. Jeremy Fetzer also provided comments regarding allocations received by his spouse’s business.

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.*

Mayor Espinosa made a motion to approve the Consent Agenda in its entirety minus item 7.H. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

7.A Approval of City Commission Minutes from the December 2, 2025 Meeting

Approval of the December 2, 2025, commission meeting minutes.

7.B First Amendment with Premier Lawn Maintenance LLC

Approval of the First Amendment to the Landscape Services Agreement between the City and Premier Lawn Maintenance, LLC. (Contract #20240040)

7.C Advanced Purchase of a Fire Engine from Sutphen Corporation

Approval to proceed with the advanced purchase of a Sutphen Monarch Extreme Duty Engine utilizing SOURCEWELL Contract #113021 for the total sum of $1,089,625.00. If the invoice is paid in full within 30 days of PO acceptance, an $89,894.00 discount is offered, bringing the final cost to $999,731.00. (Contract #20260094)

7.D Authorization to Negotiate Construction Manager at Risk Agreement for Lakeside Fire Station and Durbin Park Community Center

Approval to authorize staff to negotiate an agreement with Core Construction for RFP2025-009, for Construction Manager at Risk services for the Lakeside Fire Station and Durbin Park Community Center Project.

7.E Contract with KUA for the Electrical Line Extension at Mill Run Park Fire Station

Approval to execute a contract with the Kissimmee Utility Authority (KUA) (Contract #20260091) for the permanent electrical line extension to serve the new Mill Run Park Fire Station, in the amount of $229,007, and to authorize the City Manager or their designee to execute any necessary documents to carry out the terms of the agreement.

7.F Sale of Surplus City Property at 1021 W. Oak Street, Kissimmee, FL

Approve the sale of surplus City-owned property located at 1021 W. Oak Street to Alemer Group for $1.31M

7.G Renewal and Fourth Amendment between the City and the Young Men's Christian Association (YMCA)

Approval to renew the agreement between the City and the Young Men's Christian Association (YMCA), (contract #20240322).

7.H First Amendment to First Right of Refusal to Lease Property at the Kissimmee Gateway Airport, Dyer-Thacker Commerce Park

Approval to renew First Amendment to First Right of Refusal, to Lease Airport Property with Kissimmee Place Development Group, Inc. (contract #20250081).

Item was removed from consent and placed on discussion.

7.I Dell Server purchase from Davenport Group

Approval to purchase Enterprise Dell Server equipment from Davenport Group using the NASPO ValuePoint Contract #23004 assigned to Dell Marketing, L.P. (43210000-23-NASPO-ACS), in the amount of $366,775.87 (Contract #20260034) and authorization for the City Manager to execute the Contract.

8. DISCUSSION ITEMS

7.H. First Amendment to First Right of Refusal to Lease Property at the Kissimmee Gateway Airport, Dyer-Thacker Commerce Park.

The City Manager presented an overview of Item 7.H., after which Mayor Espinosa opened the floor for discussion. The language in the agreement permitting a one-year extension was reviewed, and Mayor Espinosa proposed reducing the extension period to four months to establish realistic timelines.

Mayor Espinosa made a motion to approve the agreement with the condition that the extension period be amended from one year to four months. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

Ray Parsons addressed the Commission regarding Item 7.D., expressing concerns about the selection process and criteria. City Manager Steigerwald explained the distinction between professional services and a formal bid process and outlined the local vendor preference policy. Discussion followed on the committee's determination in selecting the vendor, and Mr. Parsons requested that local vendor preference be considered in these types of decisions as well as formal bids.

8.A 2026 City Commission Meeting Calendar

Establish the commission annual meeting calendar for 2026.

City Manager Steigerwald reviewed the proposed annual calendar.

Mayor Espinosa made a motion to approve. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

8.B Acceptance of Sculpture Donation and Authorization of Installation

Approval to accept the donation of a sculpture from the National Chamber of Arts/CAM USA, titled "The City of Love". Staff also requests direction on their request to install the sculpture at Lakefront Park and to authorize the use of Kissimmee Lakefront Park on February 14, 2026, for the purpose of holding a Mass Wedding Celebration of symbolic significance for the unveiling of the sculpture.

City Manager Steigerwald reviewed the request to hold a special event and sought Commission direction on waiving fees. He noted he would provide future updates on event specifications, sculpture size, attendance, and costs. Commission consensus was received to proceed with City coordination of the event.

Mayor Espinosa initiated discussion on opening opportunities in the real estate, finance, and insurance sectors, noting interest from Keller Williams. City Manager Steigerwald reviewed applicable code zoning provisions in the downtown district, which limit first-floor use to specific businesses. Development Services Director Craig Holland stated changes could be achievable by February or March. Commission consensus was received for staff to prepare code amendments for consideration by the Planning Advisory Board and City Commission.

Commission consensus was received to explore hosting opportunities for an NFL Superbowl Live Stream Event next year. Licensing issues were noted, as in the past government property could not be used for broadcast, though arenas and stadiums may be permissible.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald provided updates on upcoming events: Senior Brunch, City Employee Holiday Luncheon, The Haven on Vine Christmas Event, and Breakfast with Santa.

9.B CITY ATTORNEY

City Attorney Sanchez de Fuentes offered holiday greetings and a happy new year.

9.C CITY COMMISSION

Commissioner Martinez reviewed upcoming local events and thanked Luz Nieves for her organizational support. Commissioner Ortiz expressed appreciation to meeting attendees, extended full support to the Police and Fire Departments, and offered holiday greetings, noting the mission to improve the City. Commissioner Eady reported on the successful Festival of Lights Parade and addressed a recent incident involving a resident at her home, noting such actions are unacceptable. Parade attendance was reported to be 8,500, the largest to date. Mayor Espinosa thanked Justin Hetu and Alibeth Suarez for their social media efforts, reviewed the turnout for her bingo event and addressed recent rumors about staff changes by providing clarification.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 7:24 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF
KISSIMMEE
1883

PUBLIC COMMENT CARD

Exhibit "A"

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 12-16-25

AGENDA ITEM #: HEAR THE AUDIENCE

NON-AGENDA ITEM: MAIN ST. IMPROVEMENT

NAME: RAY PARSONS

ADDRESS: 117-B BROADWAY CITY: KISS STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

- [x] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE 3 MINUTES TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

CITY OF
KISSIMMEE
1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 12/16/25

AGENDA ITEM #:

NON-AGENDA ITEM: Business Boost 2.0

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny St **CITY:** Kissimmee **STATE:** FL, **ZIP:** 34741

CHECK ALL THAT APPLY:

- [x] **I WISH TO SPEAK**
- [ ] **I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK**

- [ ] **I SUPPORT THIS AGENDA ITEM**
- [x] **I OPPOSE THIS AGENDA ITEM**
- [ ] **NEUTRAL**

INSTRUCTIONS:

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CITY OF
KISSIMMEE
1883

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 12/16/25

AGENDA ITEM #:

NON-AGENDA ITEM: Buss Boost

NAME: Lillian Evans

ADDRESS: 1715 sunny CITY: st STATE: Fla ZIP: 3474[illegible]

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

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CITY OF
KISSIMMEE
1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 12/16/2025

AGENDA ITEM #:

NON-AGENDA ITEM: Public Comment

NAME: Jeremy Fetzer

ADDRESS: 120 Broadway Ste 304 **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

CHECK ALL THAT APPLY:

- [x] **I WISH TO SPEAK**
- [ ] **I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK**

- [ ] **I SUPPORT THIS AGENDA ITEM**
- [ ] **I OPPOSE THIS AGENDA ITEM**
- [ ] **NEUTRAL**

INSTRUCTIONS:

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CITY OF
KISSIMMEE
1883

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 12-16-25

AGENDA ITEM #: 7-C

NON-AGENDA ITEM:

NAME: RAY PARSONS

ADDRESS: 117-B BROADWAY CITY: KISS STATE: FL ZIP: 34741

CHECK ALL THAT APPLY:

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

- [ ] I SUPPORT THIS AGENDA ITEM
- [x] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

INSTRUCTIONS:
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MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JANUARY 6, 2026, 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 Proclamation - Community Risk Reduction Week

Presenting a proclamation recognizing Community Risk Reduction Week, highlighting the City's commitment to public safety, community preparedness, and risk reduction initiatives in partnership with our Fire Department.

City Manager Steigerwald read a proclamation in honor of Community Risk Reduction Week, which the Mayor and Commissioners presented. Fire Chief Walls, Deputy Fire Chief Donovan, and Battalion Chief Gentry expressed gratitude to the city for its support and invited the community to participate in the upcoming risk-reduction open house events.

3.B Employee of the Month for January

Staff requests that the City Commission join the City Manager in recognizing Daniel Brady of the Airport Department as the Employee of the Month for January.

City Manager Steigerwald introduced Daniel Brady of the Airport Department and reviewed the qualities and attributes that led to their nomination and selection as employee of the month.

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

3.C Presentation of Eric Gentry's Retirement Watch

Staff requests that Eric Gentry be presented with his retirement watch in recognition of his 24 years of dedicated service to the City of Kissimmee.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Final Reading - Proposed Ordinance #25-17 — Amending the Zoning Map designation from Mixed-Use Center (T5-M) to Waterfront (T6): 201 E. Dakin St. Rezoning - ZMA-25-0007

AN ORDINANCE AMENDING ORDINANCE NO. 3110 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.

Approve Final Reading of Proposed Ordinance #25-17 for a Zoning Map Amendment to change the Zoning Map designation from Mixed-Use Center (T5-M) to Waterfront (T6) on approximately 13.62 acres of land on Parcel ID: 22-25-29-1591-0001-0030.

City Attorney Sanchez de Fuentes read Ordinance # 3128 by title. Senior Planner Ryan Altizer presented the project details as outlined in the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience. Mayor Espinosa moved to approve the Public Hearing and adopt Ordinance # 3128. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5-0

4.B Public Hearing - Second and Final Reading - Proposed Ordinance # 25-21 - Land Development Code Text Amendment (Chapter 14-2: Terms Defined and Chapter 14-11: Signs)

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA CODE OF ORDINANCES TITLES; REORGANIZING AND UPDATING CHAPTER 14-11 SIGNS; UPDATING SIGNAGE DEFINITIONS IN CHAPTER 14-2; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

Approve Second and Final Reading of Proposed Ordinance #25-21 for amendments to Chapter 14-2 (Definitions) and Chapter 14-11 (Signs) of the Land Development Code.

City Attorney Sanchez de Fuentes read Ordinance # 3129 by title. Senior Planner Ashley Cornelison presented the project details as outlined in the agenda. Mayor Espinosa announced the Public Hearing with no response from the audience. Mayor Espinosa moved to approve the Public Hearing and adopt Ordinance # 3129. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 5-0

5. PUBLIC HEARINGS

5.A Public Hearing - Pain Management License for Pharm Aid Pharmacy

Approval of a Pain Management License for Pharm Aid Pharmacy located at 1341 E Vine St.

Mayor Espinosa announced the Public Hearing with no response from the audience. Planning Manager Brenda Ryan presented the project details as outlined in the agenda.

Mayor Espinosa made a motion to approve. Commissioner Eady seconded the motion.

Motion carried 5 - 0.

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

Prior to the start of Hear the Audience, Mayor Espinosa reviewed the decorum rules governing public meetings and emphasized that the rules would be enforced. Comment cards (Exhibit A) were submitted, and speakers addressed a range of topics, including ethical concerns involving elected officials, Business Boost 2.0, positive developments within the city, and general enthusiasm for the community's future.

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.*

Mayor Espinosa made a motion to approve the Consent Agenda in its entirety. Commissioner Alvarez seconded the motion.

Motion carried 5-0.

7.A HOME Program Agreement Between the City of Kissimmee and Simpson Crossings, LTD.
Approve and execute the HOME Program Agreement (Contract #20260073) between the City of Kissimmee and Simpson Crossings, LTD., and the accompanying subordination agreements.

7.B Adoption by Resolution of the Development Review fees
Approval of the updated Development Review Fee Resolution.

Resolution #01-2026

7.C Renewal of Contract between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency, Vine Street Community Redevelopment Agency, and Freebee
Approval contract renewal with Freebee for a microtransit service from March 2026 to March 2027 under Contract #20260100 for $421,768.

7.D Land and Water Conservation Fund Program (LWCF) Grant for Lancaster Ranch Park
Approval to amend the budget to include the 2021 Land and Water Conservation Fund Program (LWCF) grant in the amount of $1,000,000 to support the construction of Lancaster Ranch Park Phase 1B (Grant #LWCF735).

7.E First Extension of the Agreements for Water Quality Analysis & Testing Services
Approval of the first one-year extension of the agreements for Water Quality Analysis & Testing Services with the following firms: Advanced Environmental Laboratories, Inc. (Contract #20230312), and Eurofins Environment Testing Southeast, LLC. (Contract #20230220), and to authorize the City Manager or his designee to sign any additional extension.

7.F Architectural Services for the Mill Run Park Fire Station
Approval of the Consultant Services Authorization (CSA) (Contract# 20260102) with The Lunz Group for additional services to support the Mill Run Park Fire Station Project as it

enters the construction phase, totaling $93,535, and authorize the City Manager or their designee to sign any additional documents or change orders needed to carry out the terms of this contract.

7.G Update Drawings for the Berlinsky Community House Project

Approval to amend contract with Baker Barrios Architects, Inc. (BBA) (Contract #20240133, CPO #23000434), for additional design services to update the design documents for the Berlinsky Community House Project, totaling $72,850, and authorizing the City Manager or its designee to sign any additional documents or change orders needed to carry out the terms of this contract.

8. DISCUSSION ITEMS

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A (DKCRA) Downtown Kissimmee CRA Logo Design Public Survey Results

Request the Downtown Kissimmee CRA (DKCRA) Board to approve the logo design for the Downtown Kissimmee CRA, developed by the City's Creative Design Team, following the public survey.

Strategic Communications Manager Josh Daniels presented the results of the community survey regarding the Downtown Kissimmee CRA logo project. Two final options have been prepared for the commission's consideration and approval. Chairwoman Espinosa made a motion to select and approve CRA Logo Design Option #2. Board Member Ortiz seconded the motion.

Motion carried 5 - 0.

8.B (DKCRA) Renewal of Contract between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency, Vine Street Community Redevelopment Agency, and Freebee

Approval of an Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency (DKCRA), the Vine Street Community Redevelopment Agency (VSCRA), and Beefree, LLC d/b/a Freebee, to provide micro-transit transportation services within designated service areas (Contract #20260100).

Chairwoman Espinosa made a motion to approve. Board Member Martinez seconded the motion.

Motion carried 5 - 0.

8.C (VSCRA) Renewal of Contract between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency, Vine Street Community Redevelopment Agency, and Freebee

Approval of an Agreement between the City of Kissimmee, the Downtown Kissimmee Community Redevelopment Agency (DKCRA), the Vine Street Community Redevelopment Agency (VSCRA), and Beefree, LLC d/b/a Freebee, to provide micro-transit transportation services within designated service areas (Contract #20260100).

Chairwoman Espinosa made a motion to approve. Board Member Eady seconded the motion.

Motion carried 5 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.D Advisory Board Vacancy: Affordable Housing Advisory Committee

The Commission is requested to make an appointment to fill a vacancy on the Affordable Housing Advisory Committee.

Commissioner Martinez made a motion to appoint Traci Blue to the Affordable Housing Advisory Committee. Commissioner Alvarez seconded the motion.

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

Motion carried 4 - 1.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the community of the Martin Luther King Day Festival scheduled for Saturday, January 17th, at Lakefront Park.

9.B CITY ATTORNEY

The City Attorney reviewed the department's 2025 achievements, emphasizing request volume and staffing efficiency.

9.C CITY COMMISSION

Discussion took place between Mayor Espinosa and Commissioner Martinez regarding adherence to the rules for public speaking and meeting decorum. Commissioner Ortiz commended Chief Broadway for his work.

A brief discussion followed concerning zoning regulations related to room rentals. City Manager Steigerwald outlined the logistics involved in meeting local and state licensing and permitting requirements. He also provided an update on a pending ordinance scheduled for presentation to the commission in February, which would establish minimal qualifications for potential candidates and require disclosure of criminal background checks and history to voters. It requires a charter change and, if approved after two public hearings, will appear on the August ballot.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 6:55 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

Exhibit "A"

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/6/24

AGENDA ITEM #: OR NON-AGENDA TOPIC:

NAME: Wanda Román

ADDRESS: 120 Vida St CITY: Kissimmee STATE: FL ZIP: 34741

POSITION ON ITEM

- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE A LIMITED AMOUNT OF TIME TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/6/25

AGENDA ITEM #: **OR NON-AGENDA TOPIC:** X

NAME: Maria Virginia Garcia

ADDRESS: 120 Broadway **CITY:** Kissimmee **STATE:** Fl **ZIP:** 34741

POSITION ON ITEM

- [ ] **I SUPPORT THIS AGENDA ITEM**
- [ ] **I OPPOSE THIS AGENDA ITEM**
- [ ] **NEUTRAL**

PUBLIC COMMENT

- [x] **I WISH TO SPEAK**
- [ ] **I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK**

INSTRUCTIONS:

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CITY OF
KISSIMMEE
1883

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/6/26

AGENDA ITEM #: ______ **OR NON-AGENDA TOPIC:** Business Boost

NAME: Katelyn White

ADDRESS: 2330 Meadow Brook Blvd. **CITY:** Kissimmee **STATE:** fl **ZIP:** ~~383~~ 34741

POSITION ON ITEM

- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/6/26

AGENDA ITEM #: ______ OR NON-AGENDA TOPIC: Business Boost

NAME: Stephanie Nelson

ADDRESS: 1715 Sunny St CITY: Kissimmee STATE: FL ZIP: 34741

POSITION ON ITEM

- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

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CITY OF
KISSIMMEE
1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/6/26

AGENDA ITEM #: **OR NON-AGENDA TOPIC:** Business Boost

NAME: DANNY DUBUQUE

ADDRESS: 1841 daniels ST **CITY:** Kissimmee **STATE:** Fl **ZIP:** 34746

POSITION ON ITEM

- [ ] **I SUPPORT THIS AGENDA ITEM**
- [ ] **I OPPOSE THIS AGENDA ITEM**
- [ ] **NEUTRAL**

PUBLIC COMMENT

- [x] **I WISH TO SPEAK**
- [ ] **I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK**

INSTRUCTIONS:

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CITY OF
KISSIMMEE
1883

PUBLIC COMMENT CARD
REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/6/2025

AGENDA ITEM #: Public Comment OR NON-AGENDA TOPIC: Public Comment

NAME: Jeremy Fetzer

ADDRESS: 120 Broadway Ste 304 CITY: Kissimmee STATE: FL ZIP: 34741

POSITION ON ITEM

- [ ] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 1/6/25

AGENDA ITEM #: ______ OR NON-AGENDA TOPIC: Business Boost

NAME: Lillian Evans

ADDRESS: 1715 Sunny CITY: Kiss STATE: Fla ZIP: 34746

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

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ITEM 7.B
Investment Advisor Services Agreement with U.S. Bancorp Asset Management

Request

Request approval of Investment Advisory Services (Contract #20240336) with U.S. Bancorp Asset Management, LLC.

Explanation

On May 21, 2024 the City of Kissimmee entered into a cooperative purchase agreement utilizing Brevard County's solicitation for investment management services awarded to U.S. Bancorp Asset Management LLC formerly known as PFM Asset Management. The extended term of the agreement expired on December 14, 2025. In June 2025, Brevard County issued a new solicitation and U.S. Bancorp Asset Management LLC was awarded the investment advisor contract in October 2025. For continuity, the City of Kissimmee seeks to utilize Brevard's County's solicitation for investment management services awarded to PFM Asset Management LLC to maximize earnings on the City’s investment portfolio of surplus funds again.

Professional management for a portfolio of this size is both cost-effective and in the best interest of the City’s cash management function to maximize earnings on the City’s investment portfolio of surplus funds. As the investment advisor, U.S. Bancorp will present management, investment selection, and procedural change recommendations for the portfolio in accordance with the laws of the State of Florida and the investment policies and procedures established by the City. While under contract, U.S. Bancorp must maintain active status with the Securities and Exchange Commission under the Investment Advisor’s Act of 1940 to provide financial advice in a non-discretionary capacity.

The additional investment earnings realized through professional management is projected to exceed the additional cost of this service.

Recommendation

Approval of the Agreement for Investment Advisory Services with U.S. Bancorp Asset Management, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance
Presenter:

Attachment(s):
1. (S) City of Kissimmee Bancorp

AGREEMENT BETWEEN CITY OF KISSIMMEE
AND U.S. BANCORP ASSET MANAGEMENT, INC

THIS AGREEMENT is made this _______ day of ________________________, 2026 by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741, hereinafter **"CITY"** and **U.S. BANCORP ASSET MANAGEMENT, INC.** dba **PFM ASSET MANAGEMENT,** whose address is 225 E. Robinson Street, Suite 250, Orlando, Florida 32801, hereinafter "**ADVISOR**" and each represents as follows:

WITNESSETH

WHEREAS, the CITY desires to retain the services of a competent and qualified ADVISOR to provide investment research, advice, and assistance, and perform services as investment advisor; 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, the CITY may procure goods and services from bid or proposals from any government subdivisions when its in the best interest of the City of Kissimmee; and

WHEREAS, Pursuant to a competitive bidding and selection process on June 23, 2025, Brevard County, Florida, as a Lead Public Agency, entered into the Agreement RFP-1-25-17 with **U.S. BANCORP ASSET MANAGEMENT, INC,** attached hereto as **Exhibit "A"** incorporated herein and hereinafter the Agreement and Amendments together referred to as "MASTER AGREEMENT"; and

WHEREAS, the CITY has determined that the specifications in the solicitation by Brevard County are similar in nature to the work needed by the CITY, and it is therefore economically advantageous and in the best interest of the CITY to enter into a cooperative purchase contract with ADVISOR; and

WHEREAS, ADVISOR has exhibited that it is capable of providing the required services and is willing to provide such services to the 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:

Section 1. Recitals. The foregoing recitals are true and correct and specifically incorporated herein.

Section 2. Term. The term of this Agreement shall begin upon execution and shall be effective for five (5) years, the date of expiration of the Master Agreement and subsequent amendments. This Agreement may be extended if Brevard County extends their Agreement.

Section 3. Contract Provisions. The Parties hereto agree that the terms and conditions of the MASTER AGREEMENT entered into by Brevard County, Florida and ADVISOR are binding to the Parties, unless otherwise agreed to herein, by this Cooperative Purchase Agreement.

Section 4. Products and Pricing. The ADVISOR will provide services and pricing as specified in Exhibit "B" attached hereto and made a binding part hereof. The CITY shall pay ADVISOR in accordance with the Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statues. ADVISOR shall not apply any late charges, interest or penalties to any invoice or charges for services until 30 days from the CITY'S receipt of the invoice. If this Agreement is terminated for convenience for any reason, then the ADVISOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred to the effective date of termination.

Section 5. Notice. The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the CITY and the ADVISOR. All notices required and/or made pursuant to this Agreement to be given to the CITY and the ADVISOR 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
101 Church Street
Kissimmee, FL 34741

ADVISOR: U.S. Bancorp Asset Management, Inc
225 E. Robinson Street, Suite 250
Orlando, FL 32801

Section 6. Applicable Law, Venue, Jury Trial. The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

Section 7. 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 8. Conflict. To the extent that any conflict shall arise between the CITY Purchase Order or this Agreement and the terms and conditions of the MASTER AGREEMENT, the terms and conditions of this Cooperative Purchase Agreement and/or the CITY Purchase Order shall prevail.

Section 9. Fund Availability and Use of ADVISOR. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forego use of the ADVISOR for any project which may fall within the scope of services listed herein.

Section 10. Employment 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, the ADVISOR 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 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the· Federal Acquisition Register, the ADVISOR 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, except if the ADVISOR is a state or local government, the ADVISOR 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 these requirements in certain subcontracts, 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 11. Sovereign Immunity. The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or -contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

Section 12. 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 13. Equal Opportunity Employer. The ADVISOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The ADVISOR will further ensure that all sub-ADVISORs it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

Section 14. Auditing, Records, and Inspection. In the performance of this Agreement, the ADVISOR 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 ADVISOR's regular business hours by an authorized representative of the CITY with thirty (30) days advance written notice to ADVISOR and no more than once per Agreement year and shall be retained by the ADVISOR for a period of five years after such record was made. The CITY shall retain the right to audit the books during the five-year retention period. ADVISOR's sensitive or confidential information can be viewed by the city at ADVISOR's location or via video conference all, however, the CITY may not record or create copies of ADVISOR's sensitive or confidential information. 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. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine whether the ADVISOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this Agreement based upon its findings in this audit without regard to the termination provision set forth herein.

Section 15. Public Records. Pursuant to Section 119.0701(2)(a) the following applies to this contract for services:

The ADVISOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law, if ADVISOR will act on behalf of the CITY, as provided under section 119.011(2), Florida Statutes and in connection therewith, the ADVISOR is subject to the terms of section 287.058(l)(c), Florida Statutes, and any other applicable legal and equitable remedies.

> IF THE ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ADVISOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS **at 407-518-2308, cityclerkemail@kissimmee.gov, 101 Church Street, Kissimmee, Florida 34741.**

Section 16. Termination. Either party may terminate this Agreement, with or without cause, given sixty (60) days written notice to the other party.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement effective the later of the dates that each party signed this agreement.

U.S. BANCORP ASSET MANAGEMENT, INC.

____
Richard Pengelly, Managing Director

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 12th day of January, 2026, by means of ☑ physical presence or ☐ online notarization, by Richard Pengelly as Managing Director of U.S. BANCORP ASSET MANAGEMENT INC, who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Public State of Florida
Leslie A. Bell
My Commission
HH 225894
Exp. 2/7/2026

____
Notary Public

CITY OF KISSIMMEE

____
Jackie Espinosa, Mayor-Commissioner

Date:______________________________

ATTEST:

____
Tameara Crespo, City Clerk

Approved as to form and legal sufficiency:

____
Olga Sanchez de Fuentes, City Attorney

SUBMIT SEALED PROPOSAL TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940		REQUEST FOR PROPOSALS
PROCUREMENT ANALYST: (321) 617-7390 Mary Bowers Ext. 5-9334 mary.bowers@brevardfl.gov	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX-EXEMPT #59-6000523

PROPOSAL SPECIFICATIONS MAY BE OBTAINED AT: VendorLink.com

RELEASE DATE:	**PROPOSAL TITLE**:	**PROPOSAL NUMBER**:	**PROPOSAL OPENING DATE AND TIME**: July 15, 2025 4:00 pm
June 23, 2025	Investment Advisor Services	P-1-25-17	
PRE-PROPOSAL MEETING DATE, TIME, AND LOCATION: None scheduled.		**QUESTION DEADLINE DATE:** July 8, 2025 at 5:00 pm	**RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED**

▼CONSULTANT MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONSULTANT AND BUSINESS ADDRESS:	**FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):**
TELEPHONE NUMBER/TOLL-FREE NUMBER: ( )	If returning as a "no proposal," state reason:

I certify that this Proposal is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a Proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I certify that I am authorized to sign this Proposal for the Contractor. In submitting a Proposal to Brevard County (the "County"), the Contractor offers and agrees that if the Proposal is accepted, the Contractor will convey, sell, assign, or transfer to the County all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor. **The Contractor has reviewed and agrees to all of the General Conditions, Terms, and Provisions attached hereto, acknowledges that all information provided in this RFP and any attachments hereto is true and correct, and further agrees to provide any required certification under F.S. 287.135(5) as amended, upon entering into a contract with the County. Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including Build America, Buy America Act (BABAA) requirements.**

______________________________ AUTHORIZED SIGNATURE

______________________________ NAME (PRINTED)

______________________________ TITLE

______________________________ DATE

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR PROPOSAL

Sworn to and subscribed before me this _____ day of _____________ 20___.
Personally known: ☐ Or produced identification: ☐ Type of ID:__________

______________________________ SIGNATURE OF NOTARY PUBLIC

__________ STATE

______________________________ NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: ______________________________

(AFFIX SEAL or STAMP)

BOND DATA

CONTRACTOR MUST PROVIDE:			**AMOUNT:**
Yes ☐	No ☒	BID BOND	________
Yes ☐	No ☒	PERFORMANCE BOND	________
Yes ☐	No ☒	PUBLIC CONSTRUCTION BOND	________

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.

   c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear, and use.

   e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.

   f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.

   g. **DUE CAUSE** – An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.

2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.

3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.

4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to Section 120.57(3)(a), Florida Statutes, or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Section 119.071(1) (b) 2, Florida Statutes, as amended from time to time, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **BID TABULATIONS:** Bid tabulations are posted to VendorLink website.

6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.

7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received by the due date and time listed under section "Special Conditions, Item 2 Information and Clarification. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.

8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or

handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.

10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.

12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.

13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.

14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.

16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.

17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.

18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.

19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any items(s) purchased from this bid.

20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.

21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.

22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.

24. **Unless otherwise noted in the bid document, Contractors shall submit *<u>one bid only</u>*.**

25. **CONFLICT OF INTEREST**: The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.

26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).

27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat., as amended from time to time, shall be given preference in the award process.

28. **LOBBYING STATEMENT:** All firms are hereby placed on notice that the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection/Negotiating Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

29. **PUBLIC ENTITY CRIMES:** The Contractor is hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business

with any public entity per Section 287.134(3)(d), Florida Statutes, as amended from time to time.

31. **SCRUTINIZED COMPANIES:** The Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, as amended from time to time. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.

34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.

38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.

41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.

42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., as amended from time to time, persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractors performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.

46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.

47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP products encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.

49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Local Government Prompt Payment Act, Section 218.704, Florida Statutes, et seq., as amended from time to time. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures.

All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07(1), Florida Statutes, as amended from time to time.

51. **UNAUTHORIZED ALIEN WORKERS:** Pursuant to Florida Statute 448.095 Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. Before entering into any contract with the County, the Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible Contractor shall be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, as amended from time to time, and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of Chapter 119 , Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to Section 119.12, Florida Statutes.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with Section 287.082, Florida Statutes, as amended from time to time, whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of Section 165.043, Florida Statutes, as amended from time to time, punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within Section 287.087, Florida Statutes, as amended from time to time;

    b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

   a. **POSTING OF AWARD NOTICES**

   FORMAL SEALED BIDS: No later than three business days after a bid opening, the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the VendorLink website. The apparent responsive low contractor will be the intended award recommendation. If, after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive and that the next lowest contractor is the intended awardee. The time for filing a protest will begin on the date of the later posting.

   b. **PROCEEDINGS**

   Any vendor or contractor who is allegedly aggrieved in connection with the solicitation of the intended award recommendation must file a written protest with the Purchasing Manager no later than 5:00 p.m. on the 5th full business day after the intended award was posted.

   The written protest shall reference the bid, quote, proposal, or qualification number, identify the protestor, and contain a factual summary upon which the protest is based, including full details of adverse effects and the relief sought.

   Within seven (7) business days of receipt of the written protest, the Purchasing Manager will meet with the protester to attempt to resolve the protest. The Purchasing Manager will issue a written decision to the protester on the merits of the protest.

   The protester may appeal the Purchasing Manager's decision in writing no later than 5:00 p.m. on the 5th business day after the date of the written decision by the Purchasing Manager to a Protest Committee. This appeal to the Protest Committee by the protester is a final means of administrative remedy to the protest. Within seven (7) business days after receipt of the protester's appeal, the Purchasing Manager will arrange a meeting of the Protest Committee and the protester.

   The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group to which the user department or group is not assigned, and one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under.

   The Purchasing Manager shall act as a non-voting Hearing Coordinator, and the County Attorney or designee may attend as a non-voting member. Public meeting notices will be posted.

   The Purchasing Analyst will record the meeting and provide any information as the Committee may request. The purpose of the meeting of the Protest Committee is to evaluate the facts and merits of the protest and to reach a final resolution of the protest.

   c. **STAY OF PROCUREMENTS DURING PROTESTS**

   Failure to observe any or all of the above procedures shall constitute a waiver of the right to protest an award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Protest Committee.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:** During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements attached to this RFP.

58. Unless otherwise specified in this solicitation, all contracts are non-exclusive and the County may employ other professional or technical personnel to furnish services for the County, as the County, in its sole discretion, finds is in the public interest. The County reserved the right to assign such work to the Contractors as it may approve in the sole discretion of the County.

59. Section 286.101, Florida Statutes requires all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant

control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year before applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined on the enclosed Foreign Influence Disclosure Form. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

60. Pursuant to Section 287.05701, Florida Statutes, the County shall not consider, give preference based upon, or request documentation regarding a vendor's social, political, or ideological interests when determining the vendor's qualifications.

61. Build America, Buy America Act (BABAA) Requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA):

    a. BABAA requirements apply to projects funded with Federal financial assistance unless the project is 100% funded by the American Rescue Plan Act (ARPA).

    b. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.

    c. Total project costs and revisions thereof should reflect compliance with BABAA requirements.

    d. Contractor shall determine and certify that to the best of their knowledge and belief all iron and steel products, manufactured products, and construction materials referenced in any technical analysis/report; the plans, specifications, and bidding documents; any bid addenda; and change orders comply with all federal requirements, including BABAA.

    e. Contractor shall review and approve, or take action with respect to shop drawings, samples, and other required submittals, including applications for payment, to ensure compliance with BABAA.

    f. Contractor shall review substitutes and "or equals" for conformity with BABAA requirements.

    g. Contractor shall obtain and review manufacturers' and contractors' certifications on compliance with BABAA requirements and maintain copies of certifications in project files.

62. Foreign Country of Concern Attestation: If the Contract or Customer's purchase order issued pursuant to this contract grants the contractor access to an individual's personal identifying information as defined in Section 501.171, Florida Statutes, the Contractor must, prior to execution, extension or renewal of the Contract or Customer Purchase Order, complete and submit to the County the "Foreign Country of Concern Attestation Form", attached hereto.

63. **Commodities produced by forced labor.**

    a. The Florida Department of Management Services will create and maintain a forced labor vendor list.

    b. Contractor has reviewed Section 287.1346, Florida Statutes and acknowledges:

        1. If applicable, a member of Contractor's senior management must certify, in writing, that to the best of her or his knowledge, the commodities offered to County have not been produced, in whole or in part, by forced labor.

        2. Any contract or renewal of a contract for commodities entered into as a result of this bid shall be terminated at the option of the County if Contractor is placed on the forced labor vendor list.

INVESTMENT ADVISOR SERVICES
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TABLE OF CONTENTS

PROPOSER CHECKLIST

The items indicated are required for submission with your proposal. Failure to submit any items indicated as required may result in rejection of the proposal. Offers to provide required items after the date and time designated for the receipt of proposals will not be considered.

- ☐ Three (3) hard copies of the proposal and one (1) full electronic copy on a USB flash drive
- ☐ Signed/Notarized Request for Proposal
- ☐ Signed Professional Fees (one copy in a separate sealed envelope)
- ☐ E-Verify Registration or Memorandum of Understanding (MOU) from the Department of Homeland Security
- ☐ Completed Reference Form
- ☐ Completed Foreign Influence Disclosure Form
- ☐ Completed Contractor Affidavit Regarding Scrutinized Company List Form
- ☐ Certificate of Corporate Officer Form
- ☐ Foreign Country of Concern Attestation Form

Introduction and Submittal Information

1. **INTRODUCTION/PURPOSE:**

Brevard County is seeking an Investment Advisor registered with the Securities and Exchange Commission, (“SEC”) interested in serving as an Investment Manager for the Brevard County Board of County Commissioners (“Board”), to provide advice to the County on its “Long Term Core Investments Portfolio” and the “Long Term Multi-Asset Class Portfolio.” The County’s Short-Term Portfolio is managed by the Brevard County Finance Department, which invests the Short Term (less than 1 year) and bond proceeds.

2. **CONTRACT PERIOD:**

The terms of this agreement shall be effective for five (5) years.

3. **BACKGROUND:**

Brevard County, Florida, encompasses 1,557 square miles and is in the heart of Florida’s east coast. Brevard County prides itself on being the home of NASA’s Kennedy Space Center (KSC), the birthplace of United States manned spaceflight. KSC continues to significantly impact the growth and diversity of the local aerospace industry. The development of the Exploration Park and launch and building facilities leased to aerospace firms assisted in the successful launch and first-stage return of government and commercial satellites. The local diversified economy includes manufacturing electronics, aerospace, communications, agriculture, and tourism. Major private employers include Health First Medical Group LLC, L3Harris Technologies, Inc., and Northrop Grumman Corporation.

The County is the tenth largest in population among the 67 counties in Florida. It has experienced an average population growth rate of 1.4% per year during the last decade. The development of the Space Center, peripheral services, aerospace and high-tech industries, tourism services, and the influx of retired persons have contributed to the population growth. The County’s population is projected to be 648,000 in 2025 and 678,300 in 2030.

Brevard County operates under the Constitution and laws of the State of Florida and operates as a home rule charter county. The Board of County Commissioners is the legislative body for Brevard County, Florida. The Board of County Commissioners establishes policy, and the execution of such policy is the responsibility of the County Manager. Some public services offered by the County to our citizens and visitors include fire protection and rescue, social services, health and welfare, recreation and parks, libraries, solid waste, water and wastewater, environmental protection, comprehensive planning, economic development, and airport operations.

The County has a five-member Board of County Commissioners, which is its legislative and governing body. Each County Commissioner is elected on a district basis. The Commission itself elects a Chair who serves as a presiding officer.

In addition to the Board of County Commissioners (“Board”), five elected constitutional officers are performing specifically designated governmental functions: Clerk of the Circuit Court (“Clerk”), Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector.

The Clerk serves as ex-officio Clerk to the Board of County Commissioners. The duties of the Clerk, as set forth in the Florida Constitution, include those of County auditor, accountant, and custodian of County funds.

4. **CONE OF SILENCE**

Descriptive term for the prohibition in solicitations instructing vendors that once a need is advertised, the vendor is only permitted to communicate with the County's representative noted in the solicitation documents. The Cone of Silence is designed to protect the professional integrity of the public procurement process by shielding it from undue influence prior to the recommendation of contract award. County employees not designated by the representative noted in the solicitation shall refrain from discussing the public procurement while the competition is in progress. The vendors are asked by the terms of the solicitation to refrain from contacting Commissioners, County Officers, employees or agents regarding the pending solicitation until after the notice of award is posted. The Cone of Silence does not apply to the County's designated representative noted in the solicitation or discussion at a duly noticed Pre-Proposal Conference or Public Meeting.

5. **PROPOSAL SUBMITTAL:**

Please submit **three (3) hard copies and one (1) full electronic copy on a USB flash drive** no later than 4:00 p.m. local time July 15, 2025. Paper copies must be provided but should be accompanied by an equivalent electronic PDF file. Sealed proposals must be clearly marked as follows:

"RFP # P-1-25-17, Investment Advisor Services" and returned to:

Purchasing Services
Mary Bowers, Purchasing Manager
Brevard County Government Center
2725 Judge Fran Jamieson Way, 3rd Floor, Suite C303
Viera, FL 32940

All proposals received on or before the due date and time will be opened on the date/time above, at which time, the names of the firms submitting proposals will be read. No details of the proposals or the contents shall be disclosed until notice of intent to award or thirty (30) days after opening of the proposals, whichever occurs first, in accordance with Chapter 119.071 (1), Florida Statutes.

***Note:** Please ensure that if you use a third-party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your proposal only to Purchasing Services on the third *(3rd) floor* at the above address. **Contractors are advised that U.S. Postal Service 1st Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered**, a proposal must be accepted in Purchasing Services no later than the RFP closing date and time**. If the proposal is delivered anywhere else, it may not reach Purchasing Services in time.

4. **PRE-PROPOSAL MEETING DATE AND TIME:**

No pre-proposal meeting is scheduled for this RFP.

6. **INFORMATION OR CLARIFICATION:**

For information concerning procedures for responding to this proposal, contact Mary Bowers, Purchasing Services, at 321-617-7390, extension 59334, or by email at mary.bowers@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services. No interpretation of the meaning of the proposal, any correction of any apparent ambiguity, inconsistency, or error therein, will be made by any proposer orally. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, Florida, 32940, or emailed to the attention of Mary Bowers at mary.bowers@brevardfl.gov To be given consideration, such requests should be received in writing, in order to receive a response, no later than the date/time listed on Page 1 (Question Deadline Date) of the RFP. All such interpretations and supplemental instructions will be in the form of written Addenda to the Proposal. Only the interpretation or correction so given by the Procurement Analyst in writing shall be binding. Any request for additional information should be referred to the County Office of Purchasing Services.

Any addenda will be transmitted by written addendum through Purchasing Services and posted to VendorLink. It is the sole responsibility of the Contractor to check the website before submitting a bid to verify receipt of all documents including written addendum.

Proposals will be reviewed, scored, and ranked by a Selection/Negotiating Committee using the evaluation criteria outlined herein. They may conduct shortlist interviews/question & answers from the top-ranked firms. The Selection/Negotiating Committee will make recommendations to the County Manager or his/her designee, who has the sole authority to make the final determination to award, revise, or reject a contract with the "selected Contractor."

The County will not be bound by oral explanations or instructions given at any time during the competitive process or afterward.

Right to Submitting Material: All responses, inquiries, or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors will become the property of Brevard County.

Contract Negotiation: The County, at its sole discretion, reserves the right to enter into contract negotiations with the Number One Ranked, responsive, responsible Firm. If the County and said Firm cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with the next highest-ranked, responsive, responsible Firm. This process will continue until a Contract acceptable to the County has been executed, or all Proposals are rejected. No Firm shall have any rights against the County arising from such negotiations or termination thereof. The County reserves the right to award a contract to multiple vendors with or without primary/secondary/tertiary designation. The Selection/Negotiating Committee will determine this during their review and discussion of the proposals received.

INVESTMENT ADVISOR SERVICES
P-1-25-17
SCOPE OF SERVICES

Brevard County is seeking a Registered Investment Advisor registered with the Securities and Exchange Commission (SEC). Firms interested in serving as the County's Investment Advisor for the Brevard County Board of County Commissioners ("Board"), to advise the County on "Long Term Core Investment Portfolio" and "Multi-Asset Class Portfolio."

The Investment Advisor will be required to provide monthly statements detailing the "Long Term Core Investment" activity, earnings, the value of the investment portfolio, a portfolio return, mark to market valuation, weighted average maturity, accrued interest by investment type, rating of investment by Standard's & Poor's and Moody's. The selected investment advisor is also to provide monthly reports, including the "Short Term" and "Long Term" portfolio composition, showing the diversity of investments and compliance with applicable investment policies of the County and State of Florida Statutes.

The Investment Advisor will prepare and present Quarterly and Annual Investment reports, including the "Short Term / Bond Proceeds" and "Long Term" portfolios, to the County's Investment Committee and County Commission.

Work with County staff to develop an annual cash flow projection to determine the number of Long-Term Core Investments. Provide advice and training regarding fixed income securities, investments, and treasury operations, and serve as a general resource to county staff on financial market information.

The County intends that the Investment Advisor demonstrate its independence in providing investment advice and has no vested interest or additional financial gain regarding any recommended investments or investment strategy other than the fees contemplated under this contract.

BUSINESS REQUIREMENTS
Brevard County's Investment Policy is attached as Exhibit "B" and Exhibit "C." Permitted Investments are limited to high-quality, short-duration securities, with an overall portfolio (Long Term and Short Term) being limited to a weighted average duration of less than three (3) years. Strict compliance with policy guidelines is required, and compliance is monitored monthly by the Brevard County Clerk of Court's Finance Department. The current "Long Term Core Investment Portfolio" is $510 million, and the "Multi-Asset Class Portfolio" is $104 million to be managed pursuant to this RFP. However, the County makes no explicit or implicit guarantee or warranty on the amount of monies to be invested pursuant to this RFP.

PROFESSIONAL FEES

The professional fees to provide all labor, materials, equipment, transportation, and other facilities as necessary and/or required to execute all of the work described in the RFP shall be as follows:

Portfolio Value	Assets Under Management	Fees
Operating Funds	$0 - $25 Million	
	$25 Million - $50 Million	
	$50 Million - $100 Million	
	$100 Million - $200 Million	
	$200 Million - $300 Million	
	Over $300 Million	

Not-to-Exceed Amount for Professional Fees for Long Term Core Portfolio Only:

Contract Year	Annual Cap
1	$
2	$
3	$
4	$
5	$

NOTE: Pricing shall be completed and submitted in a separate sealed envelope. The terms of this agreement shall be effective for five (5) years. Any adjustments to the pricing, terms, or conditions will not take effect until approved by the County in writing. Such requests should be submitted with justification to the Purchasing Manager.

ACH PAYMENTS

Does your company accept ACH Payment Method? _____Yes / _____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms: _______________________

ADDENDUM ACKNOWLEDGMENT

The contractor acknowledges receipt of Addenda by indicating the addendum number and its issue date.

Add. No.________ Dated_______________ // Add. No.________ Dated_______________

Add. No.________ Dated_______________ // Add. No.________ Dated_______________

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications, and pricing for RFP-1-25-17 Investment Advisor Services:

CONTRACTOR NAME____

ADDRESS____

AUTHORIZED SIGNATURE____

PRINTED SIGNATURE__________________________________DATE_____________________

TELEPHONE #__________________________________FAX #__________________________

EMAIL____

EVALUATION AND SELECTION CRITERIA

Proposals will be evaluated by an evaluation committee comprised of qualified professionals. The committee will evaluate, score, and rank all responsive proposals based on the information and references contained in the proposals submitted. Once each Selection/Negotiating Committee member has scored each proposal and completed an evaluation sheet, a composite is developed, which indicates the Committee's collective ranking of the highest-rated proposal in descending order. Based on the response to this RFP, the Selection/Negotiating Committee will select and/or recommend to the County Manager or his designated representative those firms qualified to provide the County with the services required under this RFP.

Interested firms who would like to be considered for this RFP should submit a Proposal accompanied by pertinent information relating to the company's experience, qualifications, personnel, availability, and capability to provide and perform all the professional services necessary to complete this project effectively and in a timely manner. The Contractor's Proposal shall include:

Submittal Format:

Submittals shall be printed on 8 ½ x 11-inch paper, bound in booklet style or three-ring binder, typed in either Arial, Calibri, or Times New Roman font, with a minimum 11-point font size, with tabs or section dividers to separate sections as defined below. The Table of Contents should be outlined in sequential order in the areas as defined below. **Please provide three (3) hard copies of your response and one (1) copy on a USB flash drive.** The response shall be divided and organized with labeled tabs and sections labeled as follows:

Tab 1. Letter of Introduction and Executive Summary: Yes/No

Containing a summary of the firm's ability to perform the services described in the RFP and confirms that the Firm is willing to perform these services and enter into a contract with the County. This letter must provide the names, title, phone, fax, and email address for the person authorized to provide technical clarification regarding the proposal. This letter must be signed by an officer authorized to obligate the submitting Firm contractually. The table of contents should outline in sequential order the major areas of the proposal.

Tab 2. Firm Profile Possible (30) Points

Provide information requested below that best describes the Respondent's firm profile. The firm overview is to include the following points:

a. Provide a detailed overview of your firm's experience in investment management, highlighting State and Local Government experience.
b. Describe the types of investment research and methodology your firm uses to make investment decisions.
c. Summarize the experience and tenure of your portfolio management team and provide a brief biography of all personnel who would be working on the Board's account.
d. Provide the total assets currently under management by your firm.
e. Include information about your firm's Code of Ethics and whether or not you comply with the CFA ("Chartered Financial Analyst") Code of Ethics.
f. If your firm is GIPS ("Global Investment Performance Standards") compliant, please include this information in your response and the last time your GIPS compliance status was verified.
g. Describe the firm's online reporting capabilities.

h. Describe the firm's knowledge and ability to assist in compliance with current and new GASB pronouncements.

i. Litigation, Claims and Regulatory Action:

   The County will use the information to assess the Respondent's responsibility, which may be grounds for disqualification or rejection.

   Provide detailed information relating to the circumstances and status of:

   a. Any action, suit, proceeding, or investigation before or by any state or federal court, agency, or other authority currently pending against the Respondent that threatens the existence or current stability of the Respondent or its ability to provide any of the Component Services.
   b. During the last five-years, any matter in which the Respondent, any control person, or any key personnel: (a) has been convicted, plead guilty, or plead no contest to any felony, or to misdemeanor involving dishonesty, breach of trust, or financial impropriety; (b) has had an insurance license, revoked by, or surrendered to, any insurance regulatory agency; (c) has been fined, penalized, sanctioned, or subject to any other disciplinary action by any state or federal court, agency or other authority, self-regulatory organization, or professional organization, as a result of such person or entity's activities in the business of insurance, securities, banking, investment banking, real estate, or other licensed profession.
   c. During the last five years, any litigation that the Respondent, any control person, or any key personnel has initiated against the County.

Tab 3. Respondent's Capabilities Possible (30) Points

Provide information that demonstrates the Firm's capabilities to provide the services listed. Additionally, Respondents must specify any area where respondents either **has not** previously provided those services, or **has no** past experience providing those services:

Explain the steps your firm would take to ensure the County's objectives of principal preservation, liquidity, and maximum yield.

Describe your portfolio construction process and propose a simulated portfolio of the County's portfolio pursuant to the County's investment policies.

Provide a summary of assets under your firm's management over the last three years.

Provide historical performance (GIPS compliant) for all accounts managed, such as the Board's investment policies, for the following periods.

a. 1-year return for the period ended December 31, 2024.
b. 2-year return for the period ended December 31, 2024.
c. 3-year return for the period ended December 31, 2024.

Describe the performance benchmarks that would be recommended for the County's portfolio.

Describe general recommendations on any modifications to the County's current investment policy.

Describe how your firm maintains its independence in providing investment advice and prohibits any vested interest or additional financial gain regarding any recommended investments or investment strategy other than the fees contemplated under any contract resulting from this RFP.

Tab 4. References (use form included in this RFP package on Page 22 Possible (20) Points

The firm shall submit as a part of the proposal package, a minimum of three (3) business references with name of the business, address, contact person, telephone number, fax number, and email address that have utilized the services being proposed to the County. ****Note: A contact person shall have personal knowledge of the Contractor's performance for the specific requirement listed. The contact person must have been informed that they are being used as a reference and that the County may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirements*.

Tab 5. Pricing Structure Possible (20) Points

Contractor shall complete and submit with their proposal, PRICE SHEET RESPONSE FORM in a separate sealed envelope. Do not include Price Sheet in your Proposal.

Tab 6. Required Proposal Forms: Yes/No

- Include all required forms as listed on the Proposer's Checklist.

PRICING EVALUATION:

When cost is taken into consideration after the "qualitative" factors have been evaluated, pricing does not need to be evaluated by everyone on the Selection/Negotiation Committee. It will be evaluated by at least two people and discussed with the Selection/Negotiation Committee.

The evaluators will convert the price to points. The Proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest cost proposal. This is determined by applying the following formula:

Price of Lowest Cost Proposal X Maximum Points Available = Award Price Points

The points awarded for the price are combined with the total points awarded for the technical proposal to determine the successful proposal.

QUALITY ASSURANCE

Before making an award, the Purchasing Analyst and the requesting Department must ensure the quality control of the evaluation process by verifying proposal pricing, checking any mathematical computations, and ensuring only those criteria identified in the RFP were considered. An additional Purchasing Analyst will verify the Purchasing Analyst's or Selection/Negotiating Committee's computations on the award document.

The integrity of the process and the County procurement system is grounded upon the Purchasing Analyst and the Selection/Negotiating Committee maintaining their independence and adhering to the procedures and evaluation requirements stated in the RFP.

INDEMNIFICATION
The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent, reckless, or intentionally wrong act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that specific consideration has been received by the Contractor under this Contract for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS
The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $2,000,000 per claim. If policy is written as claims made, coverage shall remain continuous four years post term of the contract.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Cyber Liability Insurance, with limits of not less than $5,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations a Contractor has undertaken by this Contract and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, the release of private information, alteration of electronic information, extortion and network security. This policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

The Contractor shall have five (5) days, after award, to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) and applicable endorsement pages on all insurance policies and renewal in form(s) acceptable to the COUNTY. A COI evidencing such coverage must be submitted before the coverage expiration and indicate that the policies have been endorsed to cover Brevard County, Florida, as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Subcontractor's insurance shall be the responsibility of the Contractor.

REFERENCE FORM

REFERENCES – PROJECTS

List customers for the services specified in the solicitation in the spaces provided below giving the company name, contact person, address, telephone number, and date services were performed, as described.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do NOT list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client:________________________________
Date of Services:________________________________
Description of Services:____________________________
Street Address:__________________________________
City, State, ZIP Code:_____________________________
Telephone #:________________ Fax #:________________
Contact Person: _______________ Email:________________

Ref #2. Customer/Client:________________________________
Date of Services:________________________________
Description of Services:____________________________
Street Address:__________________________________
City, State, ZIP Code:_____________________________
Telephone #:________________ Fax #:________________
Contact Person: _______________ Email:________________

Ref #3. Customer/Client:________________________________
Date of Services:________________________________
Description of Services:____________________________
Street Address:__________________________________
City, State, ZIP Code:_____________________________
Telephone #:________________ Fax #:________________
Contact Person: _______________ Email:________________

Ref #4. Customer/Client:________________________________
Date of Services:________________________________
Description of Services:____________________________
Street Address:__________________________________
City, State, ZIP Code:_____________________________
Telephone #:________________ Fax #:________________
Contact Person: _______________ Email:________________

Ref #5. Customer/Client:________________________________
Date of Services:________________________________
Description of Services:____________________________
Street Address:__________________________________
City, State, ZIP Code:_____________________________
Telephone #:________________ Fax #:________________
Contact Person: _______________ Email:________________

CONTRACTOR NAME____________________________________
ADDRESS____
PRINTED SIGNATURE__________________________________
AUTHORIZED SIGNATURE_______________________________
TELEPHONE #______________ FAX#____________ DATE______________
EMAIL____

DISCLOSURE FORM

FOREIGN INFLUENCE ON CONTRACTS OR GRANTS HAVING A VALUE OF $100,000 OR MORE

Summary of Form: In order for the County to comply with section 286.101, Florida Statutes, all prospective contractors and grant recipients seeking to contract with the County, or receive a grant from the County, where said contract or grant has a value of $100,000 or more must disclose to the County (1) any current or prior interest of, (2) any contract with, or (3) any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern) if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five years. The disclosure is specified below. Within one year <u>before</u> applying for any grant or proposing any Contract, such entity must provide a copy of such disclosure to the Department of Financial Services. Disclosure is not required in certain circumstances, outlined below. A Contract is any agreement for the direct benefit or use of any party to such agreement, including an agreement for the sale of commodities or services. A Gift is any transfer of money or property from one entity to another without compensation. A Grant is a transfer of money for a specified purpose, including a conditional gift. An interest in an entity means any direct or indirect investment in or loan to the entity valued at 5 percent or more of the entity's net worth or any form of direct or indirect control exerting similar or greater influence on the governance of the entity.

I. SECTION I. Please answer yes or no to each statement below:

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE UNDER $100,000. If yes, this disclosure form as been completed. Please sign and date at the bottom.

OR

YES / NO I AM BIDDING ON A CONTRACT/APPLYING FOR A GRANT WITH A POTENTIAL VALUE OF OVER $100,000. If yes, proceed to the next question.

YES / NO I HAVE MADE A FOREIGN INFLUENCE DISCLOSURE ONLINE WITH THE DEPARTMENT OF FINANCIAL SERVICES. If yes, please proceed to SECTION IV and provide the date of the disclosure, your name and address. Then sign and date at the bottom.

II. SECTION II. Please answer yes or no to the statement below:

YES / NO Bidder/Grantee has (1) a current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern (defined as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan Regime of Nicolas Maduro, and the Syrian Arab Republic, or an agency or other entity under the significant control of such foreign country of concern); and (2) such interest, contract, or grant or gift <u>has a value of $50,000 or more;</u> and (3) such interest existed, or such contract or grant or gift was received or in force at any time <u>during the previous five years</u>.

III. SECTION III. If you answered NO to SECTION II, you have completed this form. Please sign/date at the bottom. If you answered YES to SECTION II, then answer YES or NO to the following:

YES / NO This is a proposal to sell commodities through an online procurement programs established pursuant to section 287.057(22), Florida Statutes.

YES / NO This is a proposal from an entity that discloses foreign gifts or grants under section 1010.25 or section 286.101(2), Florida Statutes.

YES / NO This is a proposal from a foreign source that, if granted or accepted, would be disclosed under section 286.101(2) or section 1010.25, Florida Statutes.

YES / NO This is a proposal from a public or not-for-profit research institution with respect to research funded by any federal Agency.

IV. SECTION IV. If you answered YES to any question in SECTION III, you have completed this form. Please sign/date at the bottom. If you answered NO to all of the questions in SECTION III, then you must make the following disclosures online to the State of Florida Department of Financial Services before the County may contract with you or award you said grant. Please disclose the following:

Date Disclosure of the information below was made by Bidder/Grantee to the State of Florida Department of Financial Services online: ___________________________

Name of Bidder/Grantee:_______________________________________

Mailing Address of Bidder/Grantee: _______________________________

Value of the Contract/Grant or Gift: _______________________________

Foreign Country of Concern or the Agency or other entity under the significant

Control of such Foreign country of Concern: ________________________

Date of Termination of the contract or interest with the Foreign Country of Concern:

____

Date of Receipt of the Contract/Grant or Gift: _______________________

Name of the agent or controlled entity that is the source or interest holder: _____________

I verify that the information provided on this form is true and correct, and that I am duly authorized to make said binding disclosures on behalf of myself or my Company, as applicable.

Company Name____

Signature: ____________________________ Date: ___________________________

Title: ____

STATE OF FLORIDA
COUNTY OF _________________
Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of______________, ________, by (name of person making statement).

[Notary Seal]

____
Notary Public

____
Name typed, printed or stamped

My Commission Expires: ___________

_______ Personally Known OR ________ Produced Identification
Type of Identification Produced __________________________

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5), F.S., or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a), F.S., or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4), F.S., are met.

STATE OF FLORIDA

COUNTY OF ________

BEFORE ME, the undersigned authority, personally appeared _________________, who, being by me first duly sworn, made the following statement:

1. The Business address of ______________________________________ (name of contractor) is ____

2. My relationship to ____ (name of contractor) is ________________________ (relationship such as sole proprietor, partner, president, vice president).

3. I understand that "Boycott of Israel" has the same meaning as defined in Section 215.4725, F.S., and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring,

developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. __________________________ (name of contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., or is engaged in a boycott of Israel.

6. __________________________ (name of contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

7. __________________________ (name of contractor) is not engaged in business operations in Cuba or Syria.

____
Signature

Sworn to and subscribed before me in the state and county first mentioned above on the ___________ day of ____________________, 20____.

____
Notary Public

My commission expires: ______

(AFFIX SEAL or STAMP)

CERTIFICATE OF CORPORATE OFFICER

STATE OF _______________

COUNTY OF_________

I HEREBY CERTIFY that at a meeting of the Board of Directors of _____________________, a corporation under the laws of the State of Florida, held on ______________, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that ______________________, as ____________________ of the corporation, is hereby authorized to execute the Contract dated *to be determined* between Brevard County, Florida, and this corporation, and that the execution thereof, attested by the ____ of the corporation and with corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

Under penalties of perjury, I declare that I have read the foregoing Certificate and that the facts states in it are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _________ day of ___________________________, 20___.

________________________________	________________________________
(Signature and Date)	(Name/Title)

FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with the Brevard County Board of County Commissioners, a political subdivision of the State of Florida, which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

____________________ (Name of Entity) is not owned by the government of a "Foreign country of concern", as defined in section 287.138, Florida Statutes, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: ________________________

Title: ________________________________

Signature: ____________________________ Date: _______________

EXHIBIT B

City Portfolio Value	City Assets Under Management	Fees
Operating Funds	$0 - $25 million	0.10% (10.0 basis points)
	$25 million - $50 million	0.08% (8.0 basis points)
	$50 million - $100 million	0.07% (7.0 basis points)
	$100 million - $200 million	0.06% (6.0 basis points)
	$200 million - $300 million	0.05% (5.0 basis points)
	Over $300 million	0.04% (4.0 basis points)

Minimum annual fee of $40,000 applies to all accounts

ADVISOR will cap total fees with respect to the Operating Funds only, as follows:

Master Agreement Contract Year	Annual Cap
Year 1	$140,000
Year 2	$155,000
Year 3	$170,000
Year 4	$185,000
Year 5	$200,000

The above referenced fees shall remain the same through the term of this Agreement.

(a) ADVISOR will bill the CITY monthly for the service performed under this Agreement, said bill to indicate the month for which the payment is requested. The CITY shall pay to ADVISOR the amount payable pursuant to this Agreement not later than the 15th day of the month following during which ADVISOR's statement was rendered.

(b) If and to the extent that the CITY shall request ADVISOR to render services other than those to be rendered by ADVISOR hereunder, such additional services shall be compensated separately on terms to be agreed upon between ADVISOR and the CITY.

(c) Assets invested by ADVISOR under the terms of this Agreement may from time to time be invested in (i) a money market mutual fund managed by ADVISOR or (ii) a local government investment pool managed by ADVISOR (either, a "Pool"), or in individual securities. Average daily net asset subject to the fees described above hereof shall not take into accounts any funds invested in the Pool. Expenses of the Pool, including compensation for the ADVISOR and the Pool custodian, are described in relevant prospectus or information statement and are paid from the Pool.

ITEM 7.C
Resolution to Adopt the Fourth Amendment to the Local Housing Assistance Plan

Request

Request approval for the Fourth Amendment to the Local Housing Assistance Plan covering SHIP Fiscal Years 2022-2024 and adopt the accompanying Resolution.

Explanation

The Local Housing Assistance Plan (LHAP) outlines the housing programs adopted by the City of Kissimmee that are funded through the State Housing Initiatives Partnership (SHIP) program. The LHAP also identifies the strategies to be used in the event of a disaster should the City receive a special allocation of Hurricane Housing Recovery Program (HHRP) funds from the Florida Housing Finance Corporation (FHFC). Any revisions to the LHAP must be completed through the formal amendment process.

Staff has identified the need for two technical amendments to the FY 2022–2024 LHAP:

<u>First Technical Amendment – HHRP Funds Clarification</u>
In 2022, the City received $237,026 in HHRP funds to assist households affected by Hurricane Ian. These funds were provided to the Osceola Council on Aging to address storm-related damage at the Oak Leaf Landings Apartments. A recent FHFC audit of the City's use of 2022–2023 HHRP funds identified an inconsistency in the LHAP. While the intent of the Rental Housing Disaster Assistance strategy was to assist owners of affordable multifamily developments, the LHAP narrative referenced assistance to renters and did not explicitly identify multifamily property owners as eligible beneficiaries. FHFC has requested that the FY 2022–2024 LHAP be amended to clarify the intended beneficiaries of this strategy. This amendment does not result in any programmatic changes and is strictly a clarification.

<u>Second Technical Amendment – Owner-Occupied Rehabilitation Program Implementation</u>
The Second Amendment modifies the implementation of the Owner-Occupied (OO) Rehabilitation Program. Currently, the City delivers this program exclusively through nonprofit partners that manage construction activities. This amendment allows the City to engage private contractors when collaboration with nonprofit agencies is not feasible, providing greater flexibility in program delivery.

Because both amendments are procedural and do not alter program intent or funding priorities, it has been determined that they are technical in nature and do not require formal review by the FHFC SHIP Review Committee.

Recommendation

Approve the Fourth Amendment to the Local Housing Assistance Plan covering SHIP Fiscal Years 2022-2024 and adopt the accompanying Resolution.

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

Approve
Adopt

Department: Development Services
Presenter:

Attachment(s):

1. LHAP for 22-24 (fifth)
2. (S) Amended Resolution - 4th amendment

CITY OF
KISSIMMEE
1883

STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

LOCAL HOUSING ASSISTANCE PLAN (LHAP)

COVERING THE YEARS

2022-2023, 2023-2024, 2024-2025

April 19, 2022
(Revision #4: January 20, 2025)

Table of Contents

G. Interlocal Agreement	

I. Program Details:

A. LG(s)

Name of Local Government	**City of Kissimmee**
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2022-2023, 2023-2024, 2024-2025

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through the local newspaper and the city's website in the advertising of the Local Housing Assistance Plan.

H. Advertising and Outreach: SHIP funding availability will be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list has been established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list are notified of their status at least on an annual basis. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

1. Very low with Special Needs 2. Very Low Income

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, and Foreclosure Counseling.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	Administration of the local housing assistance plan will be wholly performed and maintained by the City of Kissimmee.	10%

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

***S.* Project Delivery Costs:** Must state the specific strategies and the specific activities that will be charged as a PDC. *State the percentage and/or maximum dollar amount.*

1. Owner Occupied Rehabilitation
    a. Inspections and write ups – Maximum $1,200
    b. Recording and closing fees – Maximum $1,500
2. Demolition and Reconstruction
    a. Inspections and write ups – Maximum $1,200
    b. Recording and closing fees – Maximum $1,500

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City of Kissimmee will encourage green building requirements in the building specifications for all new construction and rehabilitation projects to include, but not limited to, the following: Energy Star rated windows, appliances, hot water heater and ceiling fans. Low flow plumbing fixtures, insulated exterior doors, increased insulations for walls and ceiling, higher efficiency HVAC units and programmable thermostats.

In building design for redevelopment activities, green building principles will be considered in addition to energy efficiency features. The City will encourage green design features such as native plant landscaping to conserve water; pervious parking surfaces (where permitted); use of gas where available; orientation of buildings to reduce energy demand; and bicycle, pedestrian, and bus amenities to encourage alternatives to automobile transportation. The City will also encourage housing developers to reduce on site impact on natural resources.

V.* Describe efforts to meet the 20% Special Needs set-aside:*) The City of Kissimmee gives preference to persons applying for the different programs who meet the specials needs definition listed in Florida State Statutes 420.0004(13). Depending on availability of funding, the City may provide funding notification to local organizations informing them of opportunities available to provide services to its special needs clients.

W. Describe efforts to reduce homelessness: The City of Kissimmee does not receive direct funding from the McKinney Vento Act program funds; however, the City is an active participant of the Central Florida Continuum of Care. Amongst the efforts to reduce homelessness, the City of Kissimmee provides direct rent assistance and emergency rental assistance (homeless prevention) through the SHIP program. In addition, the City uses CDBG funds to pay for the cost to administer a number of local homeless prevention initiatives. The City Commission has identified as one of their goals for the upcoming years, the design and construction of a non-congregate homeless shelter.

Section II. LHAP Strategies :

A. Purchase Assistance	Code 1,2

a. Summary: This strategy helps homebuyers with funds to reduce the amount needed to purchase a home.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $15,000 for purchase without rehab and $25,000 for purchase with rehab

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
2. Interest Rate: 0 %
3. Years in loan term: 10
4. Forgiveness: Forgiven at 10% per year

5. Repayment: No repayment required as long as the loan is in good standing
6. Default: Loan is due and payable if:
   a. Sale or transfer of property
   b. Loss of homestead exemption status
   c. Conversion to rental property
   d. Failure to occupy the home as primary residence
   e. Foreclosure
   f. Death of all parties on the mortgage
   g. Refinance of first mortgage, in cases where cash out occurs

f. Recipient Selection Criteria:

1. Participants will be selected for assistance based on a first qualified, first served basis with priorities described in Section I.I after submitting an application to the City of Kissimmee and providing all requested written documentation.
2. Participants must be first time homebuyers.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. Funds may be used for down payment and closing cost assistance, prepaid items, mortgage principal reduction. When using this strategy, minor rehabilitation items, at a total cost of no more than $10,000, are also eligible.
2. New construction or existing single family and attached homes are eligible for assistance.
3. Applicants must secure first mortgage by a City approved lender or by a not-for-profit organization such as Habitat for Humanity.
4. The first mortgage must be fixed rate, with no pre-payment penalty, negative amortization, balloon loan, or owner financing.
5. The assistance from this program can be combined with other DPA programs available through the state or locally.
6. Counseling from a HUD approved agency trained in foreclosure counseling is mandatory. Proof of program completion is required before assistance can be provided.
7. The applicant must provide a minimum of $1,000 towards the purchase of the property.
8. Taxes and insurance shall be included in an escrow account established and administered by the first mortgage holder or its agent.
9. Homes must be a single family detached home, townhouse, condominium unit owned fee-simple or manufactured home owned fee simple. Only post 1994 manufactured homes that bear the Florida Department of Economic Opportunity (DEO) Insignia Seal and that are installed according to state guidelines will be eligible for assistance.
10. If additional funds are provided for needed repairs, these repairs must be done by an eligible license contractor/subcontractor. Proof of eligibility and completion of the work must be provided prior to the City disbursing the moneys to the contractor/subcontractor.
11. If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
12. This program is subject to funding availability and may not be available every fiscal year.

B. **Owner Occupied Rehabilitation**	Code 3, 6

a. Summary: This strategy is designed to assist eligible homeowners to make the repairs or improvements needed for safe and sanitary habitation, and/or correction of substantial building code noncompliance of single family detached houses, townhouses, and manufacturing homes when the owner owns the land. The Roof Replacement Program falls under this strategy.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: Roof Replacement: $40,000; Owner Occupied Rehabilitation: $120,000

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
2. Interest Rate: 0 %
3. Years in loan term: 5 for Roof Replacement only and 10 for regular Owner Occupied Rehabilitation
4. Forgiveness: Roof Replacement
   a. Forgiven at 20% per year
   Forgiveness: Owner Occupied Rehabilitation
   a. The loan balance will not decrease during first five years. However, beginning with year 6th to the end of the term, the balance will be forgiven at 20% per year.
5. Repayment: No repayment required as long as the loan is in good standing
6. Default: Loan is due and payable if:
   a. Sale or transfer of property
   b. Loss of homestead exemption status
   c. Conversion to rental property
   d. Failure to occupy the home as primary residence
   e. Foreclosure
   f. Death of all parties on the mortgage
   g. Refinance of first mortgage, in cases where cash out or bill consolidation occurs

f. Recipient Selection Criteria:
1. Participants will be selected for assistance based on a first qualified, fist served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
1. No more than every three (3) years, the City shall seek out one or more non-profit sub-recipient(s) to manage the construction for each rehab job. The agency(ies) will be selected through a Request for Qualification (RFQ) process. The duties and responsibilities are detailed in the contract between the agency and the City. A third party provides the City with an inspection report and a scope of work. The non-profit agency, after doing its own inspection, provides the City with the final cost for the job. After all parties have accepted, the City, the non-profit agency/contractor, and the homeowner(s) enter into an agreement for the rehabilitation of the home.

2. From time to time, when working with a nonprofit agency is not feasible, the City may elect to engage private contractors. These private contractors will also be selected through an RFQ process conducted no more than once every three (3) years.
3. The actual cost of rehabilitating the home and related soft costs (such as closing costs, inspections/testing, and rehabilitation/construction management) are eligible.
4. Homes requiring emergency repairs shall be given priority in the waiting list and receive rehabilitation assistance first. Emergency repairs may include but are not limited to: structural damage, unsafe electrical, plumbing, water damage, mold remediation and issues with lateral water/sewer connections. In certain situations a damaged roof may be consider an emergency (for example, if the roof is leaking profusely or part of the roof or ceiling in the living area of the house comes in). Households with persons with special needs shall also be given priority over all others.
5. All homes eligible for rehabilitation must be owner occupied and owned with fee simple title.
6. All mortgages, taxes, and special assessments must be current.
7. The applicant must maintain sufficient hazard insurance for the term of the SHIP lien. If the homeowner does not have hazard insurance, SHIP funds may be used to purchase hazard insurance for a period not to exceed one year. Insurance must be in place at the completion of the construction project.
8. The property assisted must be free of liens and judgements. Homes with reverse mortgage loans may only participate in the program if the request for rehabilitation is deemed an emergency by the City's inspector, the City Manager or designee may approve on a case-by-case basis.
9. From time to time, the City may receive requests from local social service organizations to assist their clients with emergency repairs. If the client, is either very low income with special needs or very low income they will be considered for emergency repairs assistance; even though, they were not on the waiting list.
10. The loan is not assumable.
11. If the home is foreclosed by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
12. This program is subject to funding availability and may not be available every fiscal year.

C. Demolition and Reconstruction	Code 4

a. Summary: This strategy is designed to provide funding when the home being considered under the Owner Occupied Rehabilitation program is damaged to the extent that is not feasible to repair as determined by an inspection and/or the estimated cost exceeds $120,000.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: $350,000

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
2. Interest Rate: 0 %
3. Years in loan term: Up to 30; depending on amount of assistance provided:

Amount of Assistance	Years
$120,001-152,500	15 years
$152,501-185,000	20 years
$185,001-$217,500	25 years
$217,501-350,000	30 years

4. Forgiveness: The loan balance will not decrease during first five years. However, beginning with year 6th to the end of the term, the balance will be prorated accordingly based on the remaining years of the loan.

5. Repayment: No repayment required as long as the loan is in good standing

6. Default: Loan is due and payable if:
   a. Sale or transfer of property
   b. Loss of homestead exemption status
   c. Conversion to rental property
   d. Failure to occupy the home as primary residence
   e. Foreclosure
   f. Death of all parties on the mortgage
   g. Refinance of first mortgage, in cases where cash out or bill consolidation occurs

f. Recipient Selection Criteria:
1. Participants will be selected for assistance based on a first qualified, first served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
1. No more than every three (3) years, the City shall seek out one or more non-profit sub-recipient(s) to manage the construction for each rehab job. The agency is selected through a Request for Qualification (RFQ) process. The duties and responsibilities are detailed in the contract between the agency and the City. A third party provides the City with an inspection report and a scope of work. The non-profit agency, after doing its own inspection, provides the City with the final cost for the job. After all parties have accepted, the City, the non-profit agency/contractor, and the homeowner(s) enter into an agreement for the rehabilitation of the home.
2. From time to time, when working with a nonprofit agency is not feasible, the City may elect to engage private contractors. These private contractors will also be selected through an RFQ process conducted no more than once every three (3) years.
3. The actual cost of rehabilitating the home and related soft costs (such as closing costs, inspections/testing, rehabilitation/construction management and temporary lodging) are eligible.
4. Homes requiring emergency repairs shall be given priority and receive rehabilitation assistance first. Emergency repairs may include but are not limited to: structural damage, unsafe electrical, plumbing, water damage, mold remediation and issues with lateral water/sewer connections. In certain situations a damaged roof may be consider an emergency (for example, if the roof is leaking profusely or part of the roof or ceiling in the living area of the house comes in). Households with persons with

special needs shall also be given priority over all others.

5. All homes eligible for rehabilitation must be owner occupied and owned with fee simple title.
6. All mortgages, taxes, and special assessments must be current.
7. The applicant must maintain sufficient hazard insurance for the term of the SHIP lien. If the homeowner does not have hazard insurance, SHIP funds may be used to purchase hazard insurance for a period not to exceed one year. Insurance must be in place at the completion of the construction project.
8. Modular homes can be used as replacement housing.
9. The property assisted must be free of liens and judgements.
10. If there is an outstanding first mortgage on the property, the mortgage holder must agree to the demolition and reconstruction.
11. Homes with reverse mortgage loans may only participate in the program if the request for rehabilitation is deemed an emergency by the City's designated inspector, the City Manager or designee may approve on a case-by-case basis.
12. The loan is not assumable.
13. If the home is foreclosed by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
14. This program is subject to funding availability and may not be available every fiscal year.

D. Disaster Assistance – Owner-Occupied Housing	Code 5

a. Summary: This strategy provides assistance to households following a disaster as declared by the President of the United States or Governor of the State of Florida.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: $40,000

e. Terms:

1. Repayment loan/deferred loan/grant: Grant (Purchase of emergency grants, interim repairs, deductible assistance, temporary housing, utility assistance)
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient Selection Criteria:

1. Participants will be selected for assistance based on a first ready, first qualified basis after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. Funds will be used for:
    a. Purchase of emergency supplies for eligible households to weatherproof damages homes (maximum assistance is $500, grant);
    b. Interim repairs to avoid further damage such as tree and debris removal required to make the individual housing unit habitable (maximum assistance is $15,000, grant);
    c. Deductible assistance to make necessary repairs to the structure, including roofs (maximum assistance is $30,000, single family only, grant);
    d. Temporary housing (hotel/motel stays) (maximum assistance is $150 (per night), up to a maximum of $750, grant)
    e. Utility Assistance (up to $400, grant)
    f. Other activities as proposed by the City of Kissimmee and approved by the Florida Housing Finance Corporation.
2. This program will only be implemented in the event of a disaster using any funds that have not yet been encumbered or additional disaster funds issued by the Florida Housing Finance Corporation.
3. If damaged structured is un-insured, it may still qualify for assistance. The maximum assistance is $40,000.
4. This program is subject to funding availability and may not be available every fiscal year.

E. Foreclosure Prevention	Code 7

a. Summary: Assistance under this strategy is to help existing homeowners within the City of Kissimmee to maintain ownership of their homes.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: $16,000
1. Foreclosure Prevention - $10,000;
2. Taxes and Insurance - $5,000; and,
3. Utility Protection - $1,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient Selection Criteria:
1. Participants will be selected for assistance based on a first qualified, first served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
1. Funds may be used to:

a. Provide assistance to homeowners under threat of foreclosure from mortgage holders because of circumstances beyond their control;
b. Pay delinquent property taxes and homeowners insurance in eligible households; and
c. Provide assistance to homeowners who are delinquent in their utility bills and threatened with shut off utilities.

2. The loan must be at least 2 months in arrears. Assistance cannot be provided if foreclosure proceedings against the property have started, before the mortgagor files a Lis Pendens.
3. The payment of attorney fees is not eligible.
4. Property shall have no other liens other than the first mortgage or previous SHIP, CDBG, or NSP lien.
5. Applicant must provide proof of arrearage in the form of notification from the mortgage holder and provide evidence of a hardship that caused the arrearage (health issue, loss of employment/income, death of household member, divorce).
6. The applicant must provide evidence of their ability to resume making payments after the assistance is used.
7. Counseling from a HUD approved agency is mandatory. Proof of counseling is required before assistance can be provided. SHIP funds may be used to pay for the counseling session.
8. Payments to homeowners associations and attorney fees are not eligible.
9. Assistance under this program is restricted to one occurrence within a three (3) year period.
10. This program is subject to fund availability and may not be available every fiscal year.

F. New Construction – Infill Housing	Code 10

a. Summary: This program is designed to increase the stock of affordable housing. The City of Kissimmee will award funds to developers for the construction of single family housing for eligible home buyers.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: $300,000 per unit (for developer); $60,000 (for homebuyer)

e. Terms: Developer:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a note and mortgage until conveyed to the buyer.
2. Interest Rate: 0 %
3. Years in loan term: 2
4. Forgiveness: The loan will be forgiven upon the sale of the unit to an income eligible homebuyer.
5. Repayment: No repayment required as long as the developer transfers the property to an eligible buyer.
6. Default: Failure to receive a certificate of occupancy and transfer ownership to an eligible homebuyer at the agreed sales price within 12 months of receiving the award.

Terms: Homebuyer:
1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred loan secured by a note and mortgage.

2. Interest Rate: 0 %
3. Years in loan term: 10
2. Repayment: No repayment required as long as loan is in good standing.
3. Default: Loan is due and payable if:
   a. Sale or transfer of property
   b. Loss of homestead exemption status
   c. Conversion to rental property
   d. Failure to occupy the home as primary residence
   e. Foreclosure
   f. Death of all parties on the mortgage
   g. Refinance of first mortgage, in cases where cash out or bill consolidation occurs

h. Recipient Selection Criteria (Homebuyer):
1. Assistance shall only be provided to first time homebuyers.
2. Eligible homebuyers will be selected by the Developer/Owner on a first qualified, first served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

g. Sponsor Selection Criteria:
1. Developers will be scored and selected based on their experience, their financial capacity and the merits of the project.
2. Preference will be given to non-profit and for-profit organizations that hire personnel from Welfare transition, Workforce Development initiatives and other employment assistance programs and to projects located near transportation, employment centers, and/or mixed used development will be given preference during the selection process.
3. Applications will be evaluated by a selection committee made up of City staff and AHAC members.
4. The City may act as a developer.

h. Additional Information:
1. The awarded funds may be used to leverage expenses such as:
   a. Land acquisition
   b. Pre-development costs (i.e. mobility fees and parks and recreation impact fees), and,
   c. Vertical construction.
2. Project applications will be available throughout the year.
3. The buyer(s) must qualify and obtain a first mortgage by a lender or by a not-for-profit organization such as Habitat for Humanity.
4. Anyone who is listed on the mortgage must complete at least eight (8) hours of homebuyer's education through a HUD approved housing counseling agency. Proof of program completion is required before assistance can be provided.
5. If the home is foreclosed by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
6. This program is subject to fund availability and may not be available every fiscal year.

G. New Construction – Rental	Code 21

a.	Summary: This program will be used to leverage other available funding to develop rental housing.

The City of Kissimmee will award funds to developers for the construction of multifamily housing for eligible renters. This funding will be used as a local government match for developers participating in the different Florida Housing Finance Corporation programs.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: $50,000 per project and $5,000 per unit

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term: 20
4. Forgiveness: Forgiven at the end of the term
5. Repayment: None required as long as loan is in good standing
6. Default:
   a. Sale, transfer of property
   b. Refinance of first mortgage
   c. Foreclosure

f. Recipient Selection Criteria (Tenant):
1. Eligible tenants will be selected by the Developer/Owner based on a first qualified, first served basis with priorities described in Section I.I after submitting a completed application and providing all requested written documentation.

g. Sponsor Selection Criteria:
1. Project applications will be available throughout the year.
2. Developers will be scored and selected based on their experience, their financial capacity and the merits of the project.
5. Preference will be given to non-profit and for-profit organizations that hire personnel from Welfare transition, Workforce Development initiatives and other employment assistance programs and to projects located near transportation, employment centers, and/or mixed used development will be given preference during the selection process.
6. In the event that the Florida Housing Finance Corporation approves more than one project and local funding is not available, preference will be given to the project that provides the highest percentage of units for very low and low income households as defined by the area median income limits as published by HUD and distributed by Florida Housing Finance Corporation on an annual basis.
7. Applications will be evaluated by a selection committee made up of City staff and AHAC members.

h. Additional Information:
1. Projects awarded these funds must be located in the City of Kissimmee and must have been approved by the Florida Housing Finance Corporation to receive funding.
2. Projects will be monitored annually for 20 years regardless of the units involved. When pairing it with other programs, the monitoring of those other programs may be used to satisfy the SHIP compliance requirement.
3. This program is subject to fund availability and may not be available every fiscal year.

H. **Security and/or Utility Deposits**	Code 23

a. Summary: This program helps renter households to pay for the security and/or utility deposits on their new lease agreements.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: $5,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient Selection Criteria:
1. Participants will be selected for assistance based on a first qualified, first served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
1. All rental units assisted must meet SHIP affordability requirements.
2. Applicant must be able to show proof of Osceola County residency for the prior year. The issuance date of the driver's license or ID shall be used to document residency. Residency requirements will not apply to households seeking assistance as a result of relocating to Osceola County due to a natural disaster.
3. Assistance under this program is restricted to one occurrence within a three (3) year period.
4. If at all possible, the City shall enter into an agreement with the management company or the utility company to be reimbursed for the deposit or any remaining portion of it after the tenant moves out of the rental property.
5. This program is subject to fund availability and may not be available every fiscal year.

I. **Rental Assistance (Tenant)**	Code 13

a. Summary: Also known as the Eviction Prevention program. This program helps renter households because they are delinquent on their rent due to a crisis and/or hardship with up to three months assistance.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: $5,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient Selection Criteria:
1. Participants will be selected for assistance based on a first qualified, first served basis with priorities described in Section I.I after submitting a completed application to the City of Kissimmee and providing all requested written documentation.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
1. Applicant must provide proof of arrearage in the form of notification from the landlord and provide evidence of a hardship that caused the arrearage (health issue, loss of employment/income, death of household member, divorce).
2. There must be a signed lease between the landlord and tenant, with a length of no less than one (1) year.
3. The rental unit must meet SHIP affordability requirements.
4. Applicant must provide evidence of their ability to maintain making their own monthly rental payments after the assistance is used.
5. Assistance under this program is restricted to one occurrence within a three (3) year period.
6. This program is subject to fund availability and may not be available every fiscal year.

J. Disaster Assistance – Rental Housing	Code 16

a. Summary: This strategy provides assistance to ~~renters~~ owners of rental properties following a disaster as declared by the President of the United States or Governor of the State of Florida.

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: $5,000 per unit

e. Terms:
1. Repayment loan/deferred loan/grant: Grant (Purchase of emergency grants, interim repairs, deductible assistance, roof repairs, temporary housing, utility assistance); Loan (insurance deductible)
2. Interest Rate: 0
3. Years in loan term: 15 years

4. Forgiveness: Forgiven at the end of the term
5. Repayment: None required as long as loan is in good standing
6. Default:
   a. Sale, transfer of property
   b. Refinance of first mortgage
   c. Foreclosure

f. Recipient Selection Criteria:
1. Participants will be selected for assistance based on a first ready, first qualified basis after submitting a completed application to the City of Kissimmee and providing all requested written documentation.
2. The City of Kissimmee may also work directly with apartment complexes that have been impacted by the disaster.

g. Sponsor Selection Criteria: N/A

h. Additional Information:
1. Funds will be used for:
   a. Purchase of emergency supplies for eligible households to weatherproof damages homes (maximum assistance is $500; grant);
   b. Interim repairs to avoid further damage such as tree and debris removal required to make the individual housing unit habitable (maximum assistance is $5,000; grant);
   c. Deductible assistance (maximum assistance per unit is $5,000; maximum assistance per project is $100,000; loan)
   d. Roof Repairs (for single family structures, the maximum assistance is $20,000 and for multifamily units, the maximum assistance is $250,000 per project; loan)
   e. Rental Assistance; and/or temporary housing (hotel/motel stays) (maximum amount is $150 per night, not to exceed $750; grant)
   f. Other activities as proposed by the City of Kissimmee and approved by the Florida Housing Finance Corporation.
2. This program will only be implemented in the event of a disaster using any funds that have not yet been encumbered or additional disaster funds issued by the Florida Housing Finance Corporation.
3. This program is subject to funding availability and may not be available every fiscal year.

K. Rapid Rehousing	Code 26

a. Summary: Rapid Re-Housing is an intervention program using a housing first approach for homeless, as defined in s. 420.621, when the person initially qualified for a rent subsidy. This program involves three Core program components that make up a tailored package of assistance including housing identification, rent and move in assistance, and rapid rehousing case management and services (the last one is not paid by SHIP dollars).

b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: $24,000

e. Terms:

1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient Selection Criteria:

1. Participants will be selected for assistance based on a first qualified, first served basis with priorities described in Section I.I after providing all requested information.
2. Applicants who are homeless must be referred by a social service agency that serves homeless populations, preferably through the local Continuum of Care (CoC) Coordinated Entry system and tracked through the Homeless Management Information System (HMIS).
3. Self-referrals are not allowed.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

1. Funds may be used to:
   a. Provide assistance for security and utility deposit assistance ;
   b. Pay for rent subsidies for up to 12 months;
   c. Pay sub-recipient a reasonable service delivery fee, if fee is related to administering the program, and it does not pay for case management.
2. The City of Kissimmee intends to partner with Osceola County or with a non-profit agency that has past experience working with the target population and/or with similar programs and the capacity to implement this program. The agency is selected through a Request for Application process.
3. All rental units assisted must meet SHIP affordability requirements.
4. Applicant must be able to show proof of Osceola County residency for the prior year. The issuance date of the driver's license or ID shall be used to document residency. Residency requirements will not apply to households seeking assistance as a result of relocating to Osceola County after a major hurricane.
5. Case management is an integral part of this program so the program participants are required to meet with their appointed case managers and follow a case management plan.
6. Assistance is individualized, based on need.
7. The period of assistance may not exceed 12 months for an eligible household.
8. The City of Kissimmee and Osceola County have an Interlocal Agreement to allow the use of the City's SHIP funds for Rapid Re-Housing across jurisdictional lines within the unincorporated area of the county.
9. This program is subject to fund availability and may not be available every fiscal year.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing

projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

The current process used to expedite permits is as follow:

1. A developer must provide documentation to the City's Housing Program staff their project has received funding in whole or in part from federal, state, or local agencies and that a portion of the units are to benefit low and moderate income persons as defined by the U.S. Department of Housing and Urban Development.
2. The Housing and Community Development staff will review the documentation submitted by the developer to determine if the project meets the requirements to be considered "affordable housing".
3. The Housing and Community Development staff will then provide the developer with a Notification form (on bright color paper) which details the particulars regarding the project and signed by the Housing and Community Development staff.
4. The Notification form is then submitted by the developer or their contractor with applicable applications for building permits or development permits, which indicate that the project is a publicly funded affordable housing project and that the review process should be expedited to the greatest extent possible.
5. Review staff shall indicate on the forms the date of submission and approval and return the form to the Housing and Community Development staff so that they can track and report the city's efforts to implement the expedited permitting requirement.

This process has been adopted as a policy.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

Provide a description of the procedures used to implement this strategy:

The City of Kissimmee has established a process by which the local government considers before adopting policies, procedures, ordinances, regulations, or plan revisions if it increases the cost of housing. Land Development Code (LDC) amendments and Comprehensive Plan amendments are reviewed by the Planning Division, the Planning Advisory Board, and the City Commission. Final review and approval is by City Commission. Those responsible for reviewing proposed ordinance and policy amendments consider a variety of issues including the reason(s) why the amendment is being proposed and whether the regulations and policies within the LDC and the Comprehensive Plan support the proposed amendment.

One of the recommendations included in the 2021 Annual AHAC Report is for staff from the initiating department/ division shall meet with the Housing staff to discuss the impact of the policy on the cost of affordable housing. During the review of the proposed policy or regulation, the housing staff shall perform research on the impacts of that policy or regulation on housing cost and provide the results in the form of an impact analysis (Housing Impact Statement) to the AHAC at an upcoming meeting. It is expected that staff is going to develop the Housing Impact Statement template for AHAC review in 2022.

C. Other Incentive Strategies Adopted: After the review of the incentives conducted in 2021, the following recommendations were made:

Modification of Impact Fees

a. Existing Strategy: In lieu of an impact fee reduction or reimbursement, the City of Kissimmee includes in its Local Housing Assistance Plan a strategy that gives developers a financial incentive in the amount of $20,000 as a contribution to affordable housing projects if they are participating in the Florida Housing Finance Corporation's funding process. In years when SHIP funding was not available the City Commission has waived building permit fees in the amount of $20,000 as a local government contribution for the construction of affordable housing. However, this is not a standing policy.

b. Proposed Recommendation: Develop a policy to offer reimbursement of mobility fees and park and recreation impact fees for affordable housing developments based on a sliding scale related to the level of affordability and subject to availability of funding.

Flexible Densities

a. Existing Strategy: The Kissimmee City Code allows for a density bonus of 5% if the development sets aside at least 10% of its units as affordable housing. These units must remain affordable for up to 30 years.

b. Proposed Recommendation: In order for developments to be eligible for a density bonus of 5%, the development must set aside at least 20% of its units as affordable housing. These units must remain affordable for up to 15 years.

Affordable Accessory Residential Units

a. Existing Strategy: Accessory dwelling units are permitted in most zoning districts provided they meet the requirements of the Land Development Code.

b. Proposed Recommendation: City should not include attached Accessory Dwelling Units (ADU) in the density calculations for any of the zoning districts; however, the attached ADU should be included in the calculation for infrastructure for the purpose of calculating mobility fees, impact fees and connection fees. In addition, the City should remove the requirement that the principal structure be owner occupied.

Public Land Inventory

a. Existing Strategy: The current list, which was reviewed and adopted in 2019, includes all of the parcels of land owned by the City, not just those that are appropriate for the development of affordable housing.

b. Proposed Recommendation: Housing staff shall prepare the inventory list of surplus land including only those parcels that are appropriate for affordable housing and to draft guidelines for a Surplus Land for Affordable Housing Program. The program shall include guidelines on parcel identification, oversight, disposition procedures, affordability requirements, etc.

Support of Development Near Transportation Hubs

a. Existing Strategy: There is not a strategy to provide financial support of development near transportation hubs at this time.

b. Proposed Recommendation: The City shall encourage housing developments that meet the definition of either affordable housing or workforce housing and are located near transportation, employment centers, and/or mixed used development through available funding sources and/or regulatory incentives.

Other:

Community Land Trust

a. Existing Strategy: There is not a strategy to support community land trusts at this time.

b. Proposed Recommendation: The Community Land Trust model shall be evaluated as a potential program for affordable housing in the City of Kissimmee.

Definition of Affordable and Workforce Housing Developments

a. Existing Strategy: There is not a strategy that defines affordable and workforce housing at this time.

b. Proposed Recommendation: Affordable Housing Developments– Developments in which at least 20% of the units are set aside and meet the definition of affordable housing as defined in Chapter 420 of the Florida Statutes. Workforce Housing – No separate definition was recommended since housing units set aside for persons earning between 80% to 120% are already included in the above definition.

Most of the recommendations listed above are expected to be adopted in 2022.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY OF KISSIMMEE, FLORIDA APPROVING THE AMENDED LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by Section 420.9075, F.S. It is found that *5* percent of the local housing distribution plus *5* percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs; and

WHEREAS, the Development Services Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Kissimmee to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA that:

Section 1: The Kissimmee City Commission hereby approves the Amended Local Housing Assistance Plan, as, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2022-2023, 2023-2024, and 2024-2025.

Section 2: The Mayor or designee, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Amended Local Housing Assistance plan, and to do all things necessary and proper to carry out the term and conditions of said program.

PASSED AND ADOPTED THIS _____ DAY OF ________________________.

Attest:

City Commission
City of Kissimmee, Florida

____

Tameara Crespo
City Clerk

____

Jackie Espinosa
Mayor-Commissioner

Approve as to form and legality

__________________ ____________

City Attorney Date

ITEM 7.D
Authorization to Negotiate Construction Engineering Inspection Services

Request

Approval to begin contract negotiations with the top-ranked firms for Construction Engineering Inspection (CEI) Services, following completion of the Request for Qualifications (RFQ) selection process (RFQ2024-002).

Explanation

In accordance with the City's qualifications-based selection procedures and the Consultant's Competitive Negotiation Act (CCNA), the Procurement Division issued RFQ2024-002 to solicit qualified firms to provide professional CEI services for the upcoming Connect Kissimmee Complete Streets Phase 1 Project.

After evaluation of the submitted qualifications and completion of the selection committee interviews, DRMP was ranked as the most qualified firm to perform these services, followed by Metric Engineering, Michael Baker International, and RK&K, respectively.

The next step in the procurement process, as required by City purchasing policy, is to enter negotiations with the highest-ranked firm to establish a detailed scope of services, fee schedule, and contract terms. Upon successful negotiation, staff will return to the City Commission for approval of the final contract. In the event negotiations are unsuccessful, the City will proceed to negotiate with the next highest-ranked firm.

The CEI services contract will provide professional oversight and inspection for the Connect Kissimmee Complete Streets Phase 1 Project, ensuring compliance with approved plans, specifications, schedules, and quality standards.

Recommendation

Approve authorization to begin contract negotiations with the top-ranked firms for CEI Services.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering
Presenter:

Attachment(s):

1. RFQ2024-002 – Connect Kissimmee Complete Streets Phase 1 CEI Post Committee Score Sheet

Ranking Spreedsheet: RFQ2024-002 Connect Kissimmee Complete Streets Phase 1 Professional Services for CONSTRUCTION ENGINEERING & INSPECTION (CEI)

REVIEWER: All

DATE: 9/19/2024

	WEIGHT	1	2	3	4	
1. Work Task Qualification and Project Understanding/Approach	175	140	136	155	153	
A narrative addressing the work tasks discussed in this request for qualifications shall be submitted. This narrative should discuss the methodology that would be used to accomplish the work tasks and previous experience with similar tasks. A clear project understanding must be conveyed. Ability to meet or exceed time requirements and quality control procedures may be considered.						
2. Experience and Financial Capability	225	207	184	182	175	
Information shall be included regarding consultants background, team experience, competence and qualifications meeting local, state, and federal requirements. The quality, quantity and relevance of the Consultant's previous experience will be considered.						
3. Personnel Background Information	100	86	83	85	90	
Information shall be included regarding the educational background, experience, and specialized expertise of each of the professionals who will be directly responsible for the preparation of work tasks. Also, the workload of each professional who will be directly involved with the work tasks shall be delineated. Information regarding the accessibility of consultant personnel shall be included. The capabilities and adequacy of personnel shall be evaluated.						
TOTAL	500	433.00	403.00	422.00	418.00	

N =

1	**DRMP**	433.00	0.866
2	**Metric Engineering**	403.00	0.806
3	**Michael Baker International**	422.00	0.844
4	**RK&K**	418.00	0.836

	RANKING	
1	DRMP	86.6%
2	Metric Engineering	80.6%
3	Michael Baker International	84.4%
4	RK&K	83.6%

ITEM 7.E
ESRI Small Government Enterprise Agreement

Request

Request approval to renew the three-year Small Government Enterprise Agreement (SGEA) with Environmental Systems Research Institute (ESRI) for $180,900 (Contract #20260137).

Explanation

For the past eighteen years, the City of Kissimmee and Kissimmee Utility Authority (KUA) have jointly participated in an agreement with Environmental Systems Research Institute (ESRI) specifically designed to assist small governments with the software and maintenance costs associated with providing Geographical Information Systems (GIS). The Small Government Enterprise Agreement (SGEA) allows both the City and KUA coverage under one agreement. The combined license count and existing annual maintenance fees make it cost-effective to utilize the SGEA to provide for unlimited installations of ESRI client - server GIS software as well as their cloud offerings.

The current agreement is due to expire in February 2026. The renewal agreement provides for a three-year commitment of $60,300 annually, totaling $180,900. The fee will be divided between both entities. The City's portion will be $30,150 per year and KUA will pay $30,150 annually. The Enterprise agreement will be in the City's name and the City will pay the fee directly to ESRI and then bill KUA for its portion. This payment arrangement is governed by a memorandum of understanding (MOU) between the City and KUA.

By utilizing the SGEA, the City will continue to realize extensive cost savings. Throughout the last eighteen years, the City and KUA have both benefited from adding user and server software at no additional cost; therefore, leveraging each entity's respective investments in GIS. These savings are compounded within the operational budget, as the ESRI annual maintenance fee will not increase as the number of licenses being used increases. Having access to unlimited licensing greatly increases the opportunity to expand GIS throughout other departments without having to expend additional capital dollars on software licenses and without increasing the operational budget for annual maintenance.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
56060103-504647		Decrease	30,250	30,150

<u>Financial Summary:</u>

The City's portion for year one is included in the approved FY 2026 Information Technology operating budget and the two subsequent years will be budgeted in the FY 2027 and FY 2028 operating budgets.

Recommendation

City of Kissimmee

Approval to renew the three-year Small Government Enterprise Agreement (SGEA) with Environmental Systems Research Institute (ESRI) for $180,900.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Information Technology
Presenter:

Attachment(s):
1. (S) SGEA & Addendum - ESRI Signed

Quotation # Q-541626

Date: November 6, 2025

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175   CAGE Code: 0AMS3

Customer # 19753   Contract #

City of Kissimmee
IT Dept
101 Church St
Kissimmee, FL 34741-5054

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 11/6/2025 To: 2/4/2026

ATTENTION: COK GIS
PHONE: 407-518-2191
EMAIL: gis@kissimmee.gov

Material	Qty	Term	Unit Price	Total
193206	1	Year 1	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 2	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
193206	1	Year 3	$60,300.00	$60,300.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$180,900.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$180,900.00

Upon acceptance of the offer, the City of Kissimmee agrees to commit to the three-year term. Esri will invoice the City of Kissimmee for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Wendy McGuire	wmcguire@esri.com	704-541-9810 x8657

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:
Cust. Name City of Kissimmee, FL
Cust. # 19753
PO # ____________
Esri Agreement # 00348222.0

THE SCIENCE OF WHERE

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-3)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	30	ArcGIS Enterprise Contributor User Type	30
ArcGIS Online Mobile Worker User Type	150	ArcGIS Enterprise Mobile Worker User Type	150
ArcGIS Online Creator User Type	150	ArcGIS Enterprise Creator User Type	150
ArcGIS Online Professional User Type	40	ArcGIS Enterprise Professional User Type	40
ArcGIS Online Professional Plus User Type	40	ArcGIS Enterprise Professional Plus User Type	40
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	40 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	40	ArcGIS Location Sharing for ArcGIS Enterprise	40
ArcGIS Online Service Credits	100,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	30

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

City of Kissimmee, a Florida municipal corporation
(Customer)

By: ______________________________
Authorized Signature

Printed Name: Jackie Espinosa

Title: Mayor

Date: ______________________________

CUSTOMER CONTACT INFORMATION

Contact: Peggy Sousa, Director, Information Technology Department, City of Kissimmee

Telephone: ______________________________

Address: 101 Church Street

Fax: ______________________________

City, State, Postal Code: Kissimmee, FL 34741

E-mail: ______________________________

Country: ______________________________

Quotation Number (if applicable): Q-541626

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

   (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
   (2) Order number
   (3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity;
(ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

10.0—Addendum to Small Enterprise Agreement

The Addendum to Small Enterprise Agreement ("Addendum") is attached hereto and incorporated herein by this reference. In the event of a conflict between the terms contained in this Small Enterprise Agreement document and the terms contained in the attached Addendum, the terms in this Small Enterprise Agreement shall take precedence.

Addendum to Small Enterprise Agreement
County and Municipality Government (E214-3)
No. 00348222.0

This Addendum is made and entered into this ______ day of January 2026, by and between the **City of Kissimmee**, a Florida municipality, hereinafter referred to as the “City”, and **Environmental Systems Research Institute, Inc**., hereinafter referred to as “Contractor” or “Esri”, concerning that Small Enterprise Agreement County and Municipality Government (E214-3) No. 00348222.0 (“Agreement” or “Contract” as text requires).

WITNESSETH:

WHEREAS, Section 119.0701, Florida Statutes, requires that certain public agency contracts must include certain statutorily required provisions concerning the Contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Florida Statutes, imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Sections 287.133, 287.135 and 287.138, Florida Statutes, provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists.

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Addendum. This Addendum hereby amends and supplements the terms of the Agreement.

2. Public Records. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency’s custodian of public records, provide the public agency 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 provided in this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, subject to applicable law and ethical rules, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

(e) **If Contractor 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.**

3. Prompt Payment Act. Notwithstanding any other provision in the Agreement, undisputed invoices will be paid in accordance with the Florida Prompt Payment Act (F.S.218.73), within 45 days of the City's receipt of a properly documented invoice. This supersedes any other provisions in the Agreement.

4. E-Verify. By entering into this Agreement, the Contractor is obligated to comply with the E-Verify requirements of Section 448.095, Florida Statutes to the extent applicable. Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees.

5. Prohibition Against Contingency Fees. Contractor confirms that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure its Agreement, and that it has not paid or agreed to pay any persons, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of its Agreement.

6. Equal Opportunity Employer. The City is an Equal Opportunity Employer (EOE), and such encourages all Contractors to voluntarily comply with EOE regulations with respect to race, color, religion, national origin, sex, age, marital status, and handicap or veteran status. Any subcontracts Contractor may enter into shall make reference to its clause and shall encourage the same degree of application. When applicable, Contractor shall comply with all State or Federal EOE regulations.

7. Scrutinized Companies. Contractor certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba. Contractor understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars ($1,000,000) or more, the contract may be terminated at the option of City if the Contractor is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba per Section 287.135, Florida Statutes.

8. Public Entities Crime or Convicted Vendor List. The Contract has a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the convicted vendor list or the Antitrust Violator Vendor List.

9. Arbitration. Any arbitration provisions contained in the Agreement are null and void and will not apply.

10. Human Trafficking. Contractor confirms that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

11. Prohibited Telecommunications Equipment. Contractor certifies that it does not and will not use any equipment, system, or services that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR § 52.204-24 through 52.204-26. By executing this Contract, Contractor certifies that Contractor must not provide or use such covered telecommunications equipment, system, or services for any scope of work performed for the City for the entire duration of this Contract.

12. Environmental and Social Government and Corporate Activism. Contractor is prohibited from giving preference to any subcontractor based on the subcontractor's social, political or ideological interests as mandated in Section 287.05701, Florida Statutes.

13. Attorney's Fees. In the event of any legal or administrative proceedings arising from or related to this Contract, each party shall bear its own costs and attorney's fees.

14. Notice and City Contact. Any and all notices required to be furnished to City under this Agreement shall be in writing and either hand delivered or, if sent by U.S. Mail or overnight delivery shall be addressed as follows:

City of Kissimmee **Peggy Sousa** **Director** **Information Technology Department** **101 Church Street** **Kissimmee, FL 34741**

Additionally, the person named above serves as the Customer Contact for purposes of this Contract.

15. Federal and State Taxes. The City is exempt from Federal Tax and State Sales and Use Taxes and will not be liable for any tax from which it is legally exempt. Upon request, the City will provide an exemption certificate to the Vendor.

16. Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles.

17. Sovereign Immunity. Nothing in this Agreement shall be interpreted as a waiver of the City's sovereign immunity as granted pursuant to Section 768.28 Florida Statutes.

18. Compliance with Laws. Contractor agrees to comply with all applicable laws.

In witness whereof, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC. (CONTRACTOR)

By: A Kazandjian
Annette Kazandjian (Jan 12, 2026 09:37:38 PST)
Signature

Print Name: Annette Kazandjian

Title: Managing Business Attorney

Date: Jan 12, 2026

CITY:

CITY OF KISSIMMEE, a Florida municipal corporation

By:__________________________
Jackie Espinosa
Mayor

Date:___________________

SGEA & Addendum - City of Kissimmee, FL

Final Audit Report 2026-01-12

Created:	2026-01-12
By:	Miranda Carberry (mcarberry@esri.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKuy-BbOe2ajqOraNVdYHFvF7T1vrYTKg

"SGEA & Addendum - City of Kissimmee, FL" History

Document created by Miranda Carberry (mcarberry@esri.com)
2026-01-12 - 5:26:19 PM GMT- IP address: 155.226.129.247

Document emailed to Annette Kazandjian (akazandjian@esri.com) for signature
2026-01-12 - 5:30:14 PM GMT

Email viewed by Annette Kazandjian (akazandjian@esri.com)
2026-01-12 - 5:37:05 PM GMT- IP address: 104.47.51.126

Document e-signed by Annette Kazandjian (akazandjian@esri.com)
Signature Date: 2026-01-12 - 5:37:38 PM GMT - Time Source: server- IP address: 98.37.165.30

Agreement completed.
2026-01-12 - 5:37:38 PM GMT

ITEM 7.F
Acceptance of the FY2025 Justice Assistance Grant Countywide Award

Request

Request approval to accept the Justice Assistance Grant – Countywide (JAG-C) Program for $34,000 (Grant #JAG26) and authorization to amend the budget accordingly.

Explanation

The Kissimmee Police Department began the application process for the JAG-C grant in July 2025 to purchase an Alternative Light Source machine (ALS) for the department's Forensic unit. In December 2025, the Kissimmee Police Department was awarded $34,000, which will be used to partially fund the purchase of an ALS. The $11,400 balance of the purchase will be from the current fiscal year budget.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11500331 331200	JAGC26	INCREASE	$34,000	
11530406 506494	JAGC26	INCREASE	$34,000	
00130403 505455		DECREASE	$10,000	
00130403 505556		DECREASE	$1,400	
00130406 506494	JAG26	INCREASE	$11,400	

Financial Summary:

This is a reimbursement grant. Upon completion, an invoice will be sent for reimbursement.

Recommendation

Approval for the Kissimmee Police Department to accept the $34,000 Justice Assistance Grant Countywide (JAG-C) and update the budget accordingly.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):
1. (S) JG179 – Federal Award - Agreement

State of Florida
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants (CJG)
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Kissimmee

Recipient SAM UEI: DPHBBJP7RHY3

Award Number: JG179

Award Period: 10/01/2025 – 09/30/2026

Award Title: C-JG179: Alternate Light Source

Federal Funds: $34,000.00

Matching Funds: $0.00

Total Funds: $34,000.00

CFDA: 16.738

Federal Award Number: 15PBJA-24-GG-04224-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Kissimmee (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix C)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix E and Appendix F** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: JG179
Award Title: C-JG179: Alternate Light Source
Award Period: 10/01/2025 – 09/30/2026

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: ______________________________ Date: ______________

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Kissimmee

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: ______________________________ Date: ______________

Typed Name and Title: Jackie Espinosa, City of Kissimmee Mayor

Recipient Chief Official Designee

Signature: ______________________________ Date: ______________

Printed Name and Title: ______________________________

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: ______________________________ Date: ______________

Printed Name and Title: ______________________________

Signature: ______________________________ Date: ______________

Printed Name and Title: ______________________________

Appendix A - Scope of Work

Award Number:	JG179
Recipient:	City of Kissimmee
Award Title:	C-JG179: Alternate Light Source
Award Period:	10/01/2025 - 09/30/2026

Problem Identification

The City of Kissimmee Police Department is seeking to replace the alternate light source (ALS) currently being used. An ALS is a crucial tool in forensic investigations as it is used by law enforcement to detect, visualize, and document evidence that is not visible to the naked eye. An ALS allows for preliminary screening without altering or damaging the evidence. This is essential for preserving the integrity of the crime scene and ensuring evidence can be tested further in the lab.

Without this equipment, Investigators and forensic teams will struggle to locate crucial evidence, trace materials like bodily fluids, fibers, or latent fingerprints that are otherwise hard to spot. Without an ALS, such critical evidence could go unnoticed, possibly impacting justice for victims. Additionally, missing or overlooked evidence could affect the accuracy of criminal charges, potentially leading to wrongful accusations or allowing guilty individuals to evade justice. A lack of forensic evidence could weaken cases for both the prosecution and the defense, making it harder to establish guilt or innocence in court.

Currently, the department is using an antiquated ALS that has recently been discontinued and a portable ALS, which is not as powerful and requires a longer period to process items of evidence.

Scope of Work

The City of Kissimmee will use JAG funds to procure an alternate light source (ALS). Having the new, state of the art portable ALS can significantly enhance criminal investigations by improving evidence detection, collection, and analysis.
This equipment will aid in the reduction of crime throughout the city by identifying individuals who are involved in criminal activity, leading to the successful prosecution of these individuals. These prosecutions will reduce local criminal activity, leading to a safer, more fortified community for the residents.

Appendix B - Deliverables

Award Number:	JG179
Recipient:	City of Kissimmee
Award Title:	C-JG179: Alternate Light Source
Award Period:	10/01/2025 - 09/30/2026

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure an alternate light source (ALS).
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $34,000.00.

Appendix C - Approved Budget

Award Number:	JG179		
Recipient:	City of Kissimmee		
Award Title:	C-JG179: Alternate Light Source		
Award Period:	10/01/2025-09/30/2026		
Award Amount:	$34,000.00	$0.00	$34,000.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment				
Item Name	**Description**	**Grant Funded**	**Match**	**Total**
Alternate Light Source	1 Alternate Light Source @ $43,164.10 each.	$34,000.00	$0.00	$34,000.00
			D. Equipment Subtotal:	**$34,000.00**

Appendix D: Award Contacts

Award Number: JG179
Recipient: City of Kissimmee
Award Title: C-JG179: Alternate Light Source
Award Period: 10/01/2025 - 09/30/2026

Recipient Grant Manager (GM)

Name: Johnson, Isabel
Title: Forensic Unit Supervisor
Address: 101 Church Street
Kissimmee, 34741
Phone: 3212172923
Email: isabel.johnson@kissimmee.gov

Recipient Chief Official (CO)

Name: Jackie Espinosa
Title: City of Kissimmee Mayor
Address: 101 Church Street
Kissimmee, 34741
Phone: 407-847-2821
Email: jackie.espinosa@kissimmee.gov

Recipient Chief Financial Officer (CFO)

Name: Pamela Lynch
Title: Financial Analyst
Address: 101 Church Street
Kissimmee, 34741
Phone: 407-847-0176
Email: pamela.lynch@kissimmee.gov

Name:
Title:
Phone:
Email:

Appendix E: Special Conditions

Award Number:	JG179
Recipient:	City of Kissimmee
Award Title:	C-JG179: Alternate Light Source
Award Period:	10/01/2025 - 09/30/2026

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0058	At the time of application, the Recipient indicated their organization is required to create and maintain an EEO Plan. The Recipient must provide a copy of their Utilization Report to the Office of Criminal Justice Grants at monitoring.
S0088	A risk assessment completed at the time of application review determined this project is LOW-RISK. As a result, backup documentation related to all grant-funded expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
W0066	WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for an alternate light source, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must submit a properly executed Telecommunications and Video Surveillance Services or Equipment Certification to the Office of Criminal Justice Grants.
W0067	WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for an alternate light source, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.

Appendix F – FY2024 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. FDLE awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
    https://www.ojp.gov/doj-financial-guide-2022

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
    Subpart A, Definitions
    Subparts B-D, Administrative Requirements
    Subpart E, Cost Principles
    Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: https://www.ecfr.gov/
    2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
    28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
    28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
    28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
    Title 34, U.S. Code, Crime Control and Law Enforcement
    Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
    Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
    https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf and
    https://files.floridados.gov/media/706718/gs2-june-2023.pdf

State of Florida Statutes:
    Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
    Chapter 119, Fla. Stat., Public Records
    Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
    Section 215.97, Fla. Stat. Florida Single Audit Act
    Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
    Section 215.985, Fla. Stat., Transparency in government spending
    Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment,* and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within *(*60*)* days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within (90) days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 General Appropriations Restrictions - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded 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), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

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

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

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

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.

3.0 Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

4.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.

5.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

6.0 Title II of the Americans with Disabilities Act of 1990 - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services**.**

8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.

9.0 **Omnibus Crime Control and Safe Streets Act of 1968 –** Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.

10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us.

13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the

USDOJ Office for Civil Rights and provided the contact information.

16.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE, will be required to complete a two-part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to FDLE for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by FDLE.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 **Project Income (PGI)** - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for FDLE approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.
Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to FDLE for transmittal to the Bureau of Justice Assistance.

9.0 **Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to FDLE, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

10.0 Verification and updating of Recipient Grant Manager contact information - The recipient must verify its Recipient Grant Manager (GM) contact information, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the FDLE grant manager within thirty days of the change.

11.0 Death in Custody Reporting (JAG Program Only) – Recipients of funds under Florida's Justice Assistance Grant (JAG) program are required to report all deaths in custody to the Criminal Justice Grants. A death in custody occurs when a person dies who is detained, under arrest, in the process of being arrested, is en route to incarceration, or is incarcerated at a municipal or county jail, state prison, state-run prison boot camp, contracted prison, or other local or state correctional facility. For more information on the reporting requirements, visit: https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Forms/Forms/DCRA.

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 Assessments and Evaluations - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 Monitoring - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 Property Management - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

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

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by FDLE during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE may withhold award funds, or may impose award conditions or other related requirements, if (as determined by FDLE) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, “Audit Requirements” Section 215.97, Florida Statutes, “Florida Single Audit Act” and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, “Local Governmental Entity Audits” and “Florida Single Audit Act Audits Nonprofit and For-Profit Organizations.”

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that FDLE considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://www.ojp.gov/doj-guide-to-procurement-procedures.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

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

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

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

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

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise FDLE in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to FDLE upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) *(See §* 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial

Guide (https://www.ojp.gov/doj-financial-guide-2022); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 **FFATA Reporting Requirements** - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 **Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 **Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

*"This project was supported by **[Federal Award Number]** awarded by the **[Bureau of Justice Assistance/Bureau of Justice Statistics]**. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."*

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

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

19.0 **Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) **–** Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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

24.0 Whistleblower Protections – An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for FDLE review.

26.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

27.0 **For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE.

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

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

3.0 **National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 **Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 Uniform Relocation Assistance and Real Property Acquisitions Act - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 Limitations on Government Employees Financed by Federal Assistance - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 Text Messaging While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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

11.0 Forensic Genealogy Testing - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 Environmental Requirements and Energy - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 Other Federal Funds - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by FDLE seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 Trafficking in Persons - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

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

16.0 Employment Eligibility Verification for Hiring Under This Award - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

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

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to FDLE, and will resume such obligations only if expressly authorized to do so by FDLE.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

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

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 For PSN: Media-related Outreach - The recipient agrees to submit to FDLE for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 For NCHIP & NARIP: Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

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

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

31.0 For Paul Coverdell: Generally Accepted Laboratory Practices **–** The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner’s office, or coroner’s office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

32.0 For Paul Coverdell: Accreditation **–** The recipient may not obligate, expend, or draw down any funds under this award until the recipient submits documentation sufficient to demonstrate that it is accredited.

33.0 If the recipient is not accredited, the recipient must prepare and apply for accreditation by not more than two years from the award date of this award. If accredited, the recipient must continue to demonstrate such accreditation as a condition of receiving or using these subawarded funds; or, if not accredited, the recipient must use the subawarded funds to prepare and apply for accreditation.

34.0 The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding what BJA will consider to be acceptable documentation of accreditation. The awarded funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that BJA determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient.

The recipient agrees to notify FDLE promptly upon any change in its accreditation status.

35.0 For Paul Coverdell: Gross Income/Revenues **–** The recipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the DOJ Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government sources for the permissible uses of funds listed in the solicitation.

The recipient understands and agrees that program income that is earned during the final one hundred twenty (120) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the one hundred twenty-day (120-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended with one hundred twenty (120) days of the end of the award period must be returned to OJP.

The recipient understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income. Notice must be provided in writing to the BJA grant manager for the award within ten (10) business days of implementation of the change.

36.0 For Paul Coverdell: External Investigations **–** The recipient shall comply with 34 U.S.C. section 10562(4), relating to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors.

The recipient of this subaward acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, BJA assumes that recipients (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The recipient shall submit the following information as part of its final report:

1) The number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award;
2) Information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral);
3) The outcome of such referrals (if known as of the date of the report); and
4) If any such allegations were not referred, the reasons(s) for the non-referral.

Should the project period for this award be extended, the recipient shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the recipient shall submit the required information as to any period not covered by prior reports as part of its final report. The recipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

ITEM 7.G
Task Order No. 7 for Professional Service Agreement with Avcon Inc.

Request

Request approval of Task Order No. 7 of the professional service agreement, Contract #20230139, between the City of Kissimmee and AVCON, Inc., for construction administration and engineering services for site development of Kissimmee Gateway Airport's Parcel 8.

Explanation

The Kissimmee Gateway Airport's Parcel 8 is on the airfield near the intersection of Dyer Boulevard and MLK Jr. Boulevard. The site has been identified for the preparation and expansion of aviation businesses. To prepare the site for facility construction, removal of unsuitable soils and replacement of proper materials is required. In addition, grading will occur to meet the storm water runoff requirements per the South Florida Water Management District Permit. The Florida Department of Transportation (FDOT) has provided grant funding for this project, and competitive bids have been received for the work. AVCON will oversee the work and provide record drawings upon completion.

The professional service agreement between the City of Kissimmee and AVCON, Inc. was executed on February 7, 2023, for engineering services. All hours and expenses are included in Lump Sum Costs as shown in Attachment C of the document provided.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46170106-506393	Par8 Const	Decrease	150,000	150,000
47000331-334410	Par8 Const	Increase	120,000	150,000
47070106-526393	Par8 Const	Increase	30,000	30,000

<u>Financial Summary:</u>

The project cost is $150,000
80% FDOT ($120,000)
20% Local match (Airport) ($30,000)

Recommendation

Approval of Task Order No. 7 of the professional service agreement between the City of Kissimmee and AVCON, Inc., for construction administration and engineering services for the site development of Kissimmee Gateway Airport's Parcel 8.

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

Approve

City of Kissimmee

Department: Airport
Presenter:

Attachment(s):
1. (S) AVCON Task Order No. 7

AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan St., Suite 200
Orlando, Florida 32822
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

TASK ORDER NO. 7
TO THE
PROFESSIONAL SERVICES AGREEMENT

BETWEEN

CITY OF KISSIMMEE
KISSIMMEE, FLORIDA
(SPONSOR)

AND

AVCON, INC.
ORLANDO, FLORIDA
(CONSULTANT)

This is an AMENDMENT entered into, effective this ________ day of ___________ 20___, by and between the parties above described, WHEREAS, the SPONSOR and CONSULTANT have entered into a Master Consulting Agreement (Professional Services Agreement) dated February 7 , 2023, hereinafter referred to as the MASTER AGREEMENT for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto. Except for what is in this AMENDMENT, all covenants, conditions, and obligations of the Master Agreement not in conflict herewith shall remain in full force and effect.

NOW THEREFORE, in consideration of these premises and of the satisfactory performance by the CONSULTANT of the services provided hereinafter and for the payments to be made, therefore by the SPONSOR, the CONSULTANT and the SPONSOR do hereby agree to accomplish the work as follows:

SCOPE OF SERVICES:

Provide technical design engineering services in connection with Attachment A as follows:

PARCEL 8 AIRPARK DEVELOPMENT EARLY EARTHWORKS – CONSTRUCTION ADMINISTRATION

All Man-hours and Expenses are included in Lump Sum Costs as Attached. Reference is made to the Master Agreement for Professional Consulting Services.

The **LUMP SUM COST** of this AMENDMENT is One Hundred Fifty Thousand Dollars and Zero Cents (**$150,000.00**) as detailed in Attachment A. The Client agrees to pay **AVCON** for its services based on approved monthly invoices.

The anticipated construction phase of the physical project improvements is understood to be approximately $4.2 to $4.7 M.

This TASK ORDER AMENDMENT and all referenced attachments shall constitute the complete work order for this assignment.

Client Concurrence:	Consultant Concurrence:
CITY OF KISSIMMEE	**AVCON, INC.**
By: ________________________ Authorized Signature	By: Sandeep Singh Authorized Signature
Honorable Jackie Espinosa	Sandeep Singh, P.E.
___________________________ Mayor - Commissioner	President
Date: _______________________	Date: 12/19/2025

____
ATTEST

Date: ________________________

Approved as to form and legality

____
City Attorney Date

Holly Donath
ATTEST

Date: 12/19/2025

ATTACHMENT A

SCOPE OF SERVICES FOR

CITY of KISSIMMEE GATEWAY AIRPORT

PARCEL 8 AIRPARK DEVELOPMENT EARLY EARTHWORKS – CONSTRUCTION ADMINISTRATION

FDOT FPN: 450681-1

This Scope of Services includes the construction administration services to monitor and document the construction of the early earthworks portion of the Parcel 8 Airpark Development Site Work project. Due to budget constraints, limited storm culvert and excavation and embankment only will be performed. The following terms are utilized: SPONSOR or Airport – City of Kissimmee Gateway Airport; CITY – City of Kissimmee, CONSULTANT – AVCON, Inc; DISTRICT or SFWMD – South Florida Water Management District; FDEP/DEH – Florida Department of Environmental Protection / Department of Environmental Health; ACOE – Army Corps of Engineers, FAA – Federal Aviation Administration, FDOT – Florida Department of Transportation, KUA – Kissimmee Utility Authority, TWA – Tohopekaliga Water Authority, FWC – Florida Fish and Wildlife Conservation Commission.

I. PROJECT DESCRIPTION

This project consists of the construction administration necessary for the construction of airside earthworks improvements to support the Parcel 8 Airpark Development area on the Kissimmee Gateway Airport. The SPONSOR requested that the CONSULTANT's scope of services be limited to the absolute minimum necessary in order to preserve the budget for physical construction items.

This project consists of the excavation of unsuitable on-site soils, backfill with clean material per specifications, limited storm pipe construction, dry pond expansion, and turfing\soil stabilization. The CONSULTANT will provide a limited oversight role through the construction period to include biweekly progress meetings, occasional periodic site visits as needed, regular construction administration services, project and cost administration services, and record drawings. Quality control testing will be provided by the contractor and submitted to the CONSULTANT for review and recording as part of the shop submittal review process. The permitted construction plans will be re-designed and re-packaged to provide the contractor with a limited but usable set of grading, drainage, turfing, safety, and geometric plans tailored to the limited scope of work.

II. TASKS

The construction administration services will be performed by:

CONSULTANT: AVCON, Inc.

The Services performed by the CONSULTANT can generally be described as re-package design, construction administration, project and cost administration, and record drawings.

The Scope of Services for the CONSULTANT is broken into **BASIC SERVICES** and **SPECIAL SERVICES.**

III. BASIC SERVICES includes:

A. Re-package Design

1. Repackage Existing Construction Plans:

   The original design plans and design permits for the Parcel 8 Development have been shelved due to the lack of available funding for construction. The Airport has approximately $4.7M available, and the project team has jointly determined that this is enough to perform an "Early Earthworks" effort with the low qualified bidder (Hubbard Construction). Therefore, work is necessary to re-package the existing design to remove the building and hardscape civil elements, utilities, and other design items, leaving only the excavations necessary to prepare the site for future improvements. The current bid prices will be used from the full project to estimate the cost and formulate a contract. It is presumed by the CONSULTANT that current permits in place for the full construction project should still be valid at the time of the intended work through to the end of construction (about 5 months).

2. Conduct a Plan Review with Sponsor.

   Submit the "Early Earthworks" package to the contractor, FDOT, and Sponsor for review and comment. Incorporate any necessary changes. Re-plot and resubmit for final back-check reviews.

3. Submit 100% "Early Earthworks" Documents

   Generate and print / submit complete "Early Earthworks" construction plans and project manual for the Sponsor to distribute to the FDOT, legal counsel and others, ready for execution and the next available City Commission meeting.

B. Construction Administration Phase. The SPONSOR has requested bare bones construction support so as to contribute as much available funds as possible to the physical construction. The CONSULTANT will provide "heavy" construction administration, with periodic inspections at certain milestones. The team will rely on QC Testing services by the contractor for all earthworks testing, to be examined by the Engineer for review and approval. Specific services to be rendered by the CONSULTANT include:

1. Conduct one Pre-construction conference. The CONSULTANT will coordinate the time, date, and location of the preconstruction conference. The consultant will notify the Owner, the FDOT, and other interested parties of the preconstruction conference and will invite their representatives to attend. The CONSULTANT will conduct the preconstruction conference in accordance with FAA AC 150/5300-9 *Predesign, Prebid, and Preconstruction Conferences for Airport Grant Projects* to ensure that the attendees are aware of the design, construction, and safety requirements of the project and are informed of their individual responsibilities.

2. General Administration - Consultation and advice to the SPONSOR during construction. The consultant will provide general consultation and advice to the Owner during the construction phase of the project. The consultant will provide general coordination between the Owner, FDOT, and the FAA during the construction phase of the project. The consultant will assist the Owner with the preparation and issuance of change orders, recommend construction specification interpretations, and advise the Owner as to the contractor's performance. The consultant will review daily progress reports, monthly construction progress reports, wage survey records, and certified payrolls. The consultant will distribute copies of the monthly construction progress reports to the Owner, the FAA, and the FDOT. The consultant will provide general supervision and support to SPONSOR including, but not limited to, attendance at regular biweekly construction meetings, performing construction contract interpretation, analyzing unusual or unique developments or complications during construction, and communicating and corresponding with the contractor regarding contract administration, project changes, bonding and insurance issues, and other construction related matters. The consultant will communicate and coordinate with the contractor, Owner, FDOT, and others as necessary on a regular basis throughout the construction phase of the project in the form of online meetings, periodic inspecitions, letters, and email as appropriate.

3. Preparation of field sketches required to resolve actual field conditions encountered.

4. Reviewing detailed construction, shop, materials certifications, and erection drawings submitted by contractor for compliance with design concepts. The consultant will review the shop drawings and materials submittals that are furnished by the contractor as required by the construction contract documents. The consultant will either fully approve, conditionally approve, or reject the shop drawings and materials. The consultant will return conditionally approved, revise/resubmit, and rejected shop drawings and materials submittals to the contractor for changes or revisions prior to the use of the materials on the project. The consultant will review up to three (3) resubmissions of a conditionally approved or rejected shop drawing or submittal. The consultant will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The consultant will distribute copies of the submittals and the updated submittal register to the Owner and the contractor.

5. Reviewing and analyzing laboratory and field soils test reports, and delivery certificates for materials and equipment, as necessary and required by the PROJECT scope.

6. Observation of initial operation performance tests and test strips required by specifications.

7. Attend regular biweekly construction progress meetings, virtually on MSTeams, and occasionally in person as needed. Prepare agenda and minutes of the meetings and distribute the project records.

8. Final review of contractor monthly pay applications, including any adjustments necessary, and preparation of the recommendation to pay (as appropriate) letter, with one or more copies of the certified approved version of the application.

9. Preparation and negotiation of change orders and supplemental agreements, Requests for Information (RFI), Engineer's Supplemental Instructions (ESI), or review and approval of field directive change orders.

10. Supervisory Site Visits - The consultant will make supervisory visits to the construction site to observe the progress, safety, and quality of the construction. The consultant will coordinate the site visits with the Owner and representatives of the contractor. The consultant's representatives will meet with the representatives of the Owner and the contractor to discuss the project's progress and to identify areas of concern to facilitate the construction.

11. Substantial and Final Inspection - The consultant will conduct a substantial completion site walk and final inspection of the project to confirm the completeness and quality of the construction. The consultant will coordinate the date and time of the inspections via teleconferences, letters, faxes and email to the Owner, the FAA, the FDOT, the RPR, and the contractor. The consultant will prepare a summary report of the final inspection, including a punch list of work items that the contractor must accomplish to complete the project. The consultant will distribute the summary report to the Sponsor, FDOT, and the contractor. Consultant will attend final inspection of the completed construction and prepare a punch-list report on any deficiencies, corrective actions required, etc., as determined at said inspection.

NOTE: In the performance of construction phase services, the CONSULTANT shall not be responsible for the acts or omissions of any contractor, any subcontractor, or any of the contractor's or subcontractor's agents or employees, or any other persons (except his own employees and agents) on the PROJECT or otherwise performing any of the work of the PROJECT, including the contractor's means, methods, or procedures of construction, or issue directions or be responsible for the safety procedures and programs in connection with the contractor's work.

IV. SPECIAL SERVICES include:

A. Project & Cost Administration

1. In-House Administration – The CONSULTANT will provide general project administration and coordination including in-house staff review of the project's progress, in-house staff communication, and dissemination of project data and information to in-house staff in the form of internal memos, discussions, meetings, and updates to apprise the project team, SPONSOR, and funding agencies of new developments throughout the design phase of the project.

2. Cost and Schedule Administration – The CONSULTANT will prepare a brief work-plan for distribution to the SPONSOR and interested parties to inform them of the goals and objectives of the design phase of the project including sub-consultants and their assignments and duties, project budget, project schedule, and project contacts. The CONSULTANT will notify the SPONSOR and FAA immediately of any impacts to the budget.

3. Accounting Administration – The CONSULTANT will provide general project administration and coordination with staff of their accounting department. The CONSULTANT will prepare any internal close-out forms. The CONSULTANT will verify and reconcile the monthly accounting statements and will prepare memos for adjustments and corrections. The CONSULTANT will process and approve invoices received from sub-consultants and vendors providing services to the CONSULTANT through-out all phases of the project. The CONSULTANT will prepare and submit monthly invoices to the SPONSOR for services provided to the SPONSOR and for costs incurred by the CONSULTANT and its sub-consultants.

4. Other General, Outside, and Miscellaneous Administration – The CONSULTANT will provide miscellaneous project administration and coordination duties which are not specifically addressed or anticipated in other project related tasks including telephone conversations with the SPONSOR, FDOT, the FAA, and other interested parties; disseminating interim project information to the SPONSOR, FDOT, the FAA, and other interested parties; and organizing, maintaining, and archiving the project records for a period of six (6) years.

B. Record Drawings

Prepare record drawings based upon record information submitted by the contractor and RPR, and provide one set of hard-copy black-line drawings on bond paper to the SPONSOR. An updated hard-copy paper black-line bond paper Airport Layout Plan will be delivered to the SPONSOR, FAA, and FDOT at this time as well. This phase includes the FAA project close-out report.

1. Record Drawings - The consultant will prepare one (1) set of paper copies of the record drawings and final quantities representing the completed project and reflecting the actual work accomplished during construction. The consultant will distribute the one (1) set of record drawings to the Owner and the FDOT. The consultant will prepare and distribute one (1) set of bond copies of the record drawings to the Owner after the record drawings have been signed by all parties. The consultant will provide the Owner with electronic files of the record drawings in PDF format. All AutoCAD files, and any other changeable electronic media will remain the property of the CONSULTANT. However, electronic CADD files will be delivered to the SPONSOR at the end of the project under the this task. CADD and other changeable electronic files will be delivered to the SPONSOR upon request at later dates, at no additional cost to the SPONSOR for third party use. CONSULTANT will require an electronic disclaimer be signed by third parties receiving such electronic files and delivered by the CONSULTANT on behalf of the SPONSOR for work product patents, designs, and copyrights.

2. Airport Layout Plan Drawing Update - The consultant will update the electronic versions of the Airport Layout Plan drawing which is identified as Sheet 3 of the Airport Layout Plan drawing set as necessary. The consultant will update the drawing to reflect the actual work accomplished by the project.

3. Project Close Out Report - The consultant will prepare the final project documentation in the form of a project close out report that consolidates the project related information that will be required by the FDOT to formally close out the project. The consultant will include in the close out report all general, fiscal, miscellaneous, engineering and construction information, and submissions/certifications listed on the project closure summary checklist. The consultant will distribute one (1) copy of the project close out report each to the Owner, and the FDOT.

V. ADDITIONAL SERVICES (EXCLUSIONS)

When required by the SPONSOR, or in circumstances beyond CONSULTANT's control, CONSULTANT shall furnish or obtain from others, as circumstances may require additional services of the types listed in paragraphs below. These services are not included as part of Basic or Special Services provided under this AMENDMENT. CONSULTANT shall not provide any such Additional Services without written approval from the SPONSOR.

A. Design Phase Services: No additional design phase services of any kind are to be performed beyond those in this Task Order Agreement.

B. Construction Phase Services: The following specific types of construction phase services **NOT** to be provided by this contract include:

1. Services related to full or part time inspections. Only periodic inspections will be provided at project milestones as agreed to jointly between the SPONSOR and CONSULTANT.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor(s); and services after the award of the construction contract(s) in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor.

3. Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction (2) a significant amount of defective or neglected work of any contractor, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any contractor.

5. Evaluating an unreasonable or extensive number of claims submitted by contractor(s) or others in connection with the work.

6. Services resulting from the contractor's failure to complete his work in the number of days allowed in the contract between the SPONSOR and the selected contractor.

7. Preparation of modifications to the PROJECT requested by the SPONSOR and/or relative to Items 1 through 5 above that would necessitate changes to those permit(s) initially submitted and which would trigger the preparation of permit modifications as may be required for permitting agency compliance.

C. **Special Services:** The following services are NOT to be performed by the CONSULTANT under this AGREEMENT.

1. Biological and Wetlands Investigation - No biological phase services of any kind are anticipated to be necessary to be performed. Those services have already been provided under the design phase.

2. Disadvantaged Business Enterprise Reporting or Methods - Based on recent Florida State legislation and an Executive Order issued by the Executive Branch of the Federal government, all Disadvantaged Business Enterprise requirements have been suspended, and will not be collected, and no summary report or study will be provided.

D. **Other Services:**

Any other services not specifically covered in Sections I through IV, or not compensated for in Exhibit C.

VI. BASIC ASSUMPTIONS

The following is a list of assumptions which forms the basis of CONSULTANT's cost proposal for providing the services for the PROJECT outlined herein. It must be noted that any change to these basic assumptions constitutes a change in the PROJECT scope and may constitute a revision to the fee proposal and corresponding contract addendum.

A. In the absence of other known standards identified herein, all contract documents (front end, technical specifications and construction drawings) will be developed utilizing CONSULTANT'S selected format, which for state and federally funded projects is based on FAA/FDOT standards.

B. All construction drawings will be 34" x 22" or larger and will be created in AutoCAD 2024 (2018 base platform), and Civil 3D versions, or later.

C. Specifications, reports and other word processing letters/memorandums/reports, etc. shall be created in Microsoft Word 2010 or later, while spreadsheets shall be created in Microsoft Excel 2010 or later.

D. CONSULTANT's Project Manager and/or Project Engineer, as necessary, will attend a maximum of the number of meetings identified below during the course of the project phases. These meetings will be held at the airport or SPONSOR Offices, as necessary, and include:

(1) 90% Re-Package Design Review Meeting
(1) Pre-Construction Conference
(1) Substantial Completion Inspection / Pre-Final Inspection
(1) Final Inspection
(10) Periodic Inspections / JCM Meetings by project manager / project engineer

E. All data collection efforts requiring CONSULTANT or its sub-consultants' personnel to be within the safety areas of the Airport Operations Areas (AOA) will be performed during daylight hours with the appropriate taxiways on a safety men working alert basis unless otherwise directed by the SPONSOR or FAA.

F. All as-built drawings necessary for the development of the record drawings for the PROJECT will be compiled by the contractor for incorporation and consideration by the CONSULTANT during the project. The CONSULTANT will utilize the electronic design plans from the design phase as well as the as-built redlines from the RPR and contractor to generate the project record drawings.

G. The work shall be completed in accordance with the schedule provided during PROJECT initiation but will not be less than twelve (12) months from the date of the SPONSOR's Notice to Proceed to the CONSULTANT. Failure of the SPONSOR, FAA and/or FDOT or other agency to meet the deliverable dates for provision of review comments may be justification for obtaining schedule extensions.

H. CONSULTANT will transmit design stage review submissions to the SPONSOR and each submission shall be limited to the number indicated in Section IV.

I. All construction permits required as a result of the PROJECT other than mentioned herein shall be obtained by the successful contractor as appropriate prior to the beginning of the construction of the PROJECT, in accordance with the contract documents.

J. In accordance with the preliminary cost estimates for the PROJECT, the total construction budget for the PROJECT is understood to be approximately **$4.2 M to $4.7M.** If at any time during the performance of these Consulting services it is anticipated that this budget appears to be in jeopardy of being overrun (CONSULTANT will be monitoring project costs), the CONSULTANT will notify the SPONSOR immediately. The construction phase services and construction of the physical features of the project will be performed under a separate agreement, and separate grant application with the FAA and FDOT.

K. The Florida Legislature is expected to enact legislation in early 2020 exempting airports from the requirements prescribed in Florida State Statue 337.14(7) and enabling the design firm to perform Construction Administration or Construction Inspection services.

VII. SPONSOR'S RESPONSIBILITIES

The following SPONSOR functions are critical, so as not to delay the services of CONSULTANT:

A. Designate a person to act as SPONSOR's representative with respect to the services to be rendered under this AMENDMENT. Such person shall have complete authority to transmit instructions, receive information, interpret and define SPONSOR's policies and decisions with respect to the CONSULTANT's services for the PROJECT.

B. Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.

C. Furnish to CONSULTANT, as required for performance of CONSULTANT's Basic Services, the following:

1. The data prepared by or service of others, including without limitation borings, probings and subsurface explorations, laboratory tests and inspections of pavement samples, materials and equipment;

2. Copy of pertinent utility information;

3. Property, boundary, easement, right-of-way, topographic and utility surveys;

4. Other pertinent documents.

D. Furnish to CONSULTANT, all results, reports, data, studies, generated by other consultants retained by the SPONSOR in association with this project, and as specified under “Additional Services”.

VIII. SUMMARY OF DELIVERABLES:

Due to the Conultant’s Green Initiatives to reduce paper waste, the following electronic deliverables will be provided (no hard copies will be provided unless specifically requested by the Sponsor or FDOT).

1. Repackaged “Early Earthworks” design plans – unlimited PDF copies.
2. Pre-Construction Conference Agenda and minutes – unlimited PDF copies.
3. Biweekly construction progress meetings agenda and minutes – unlimited PDF copies.
4. Substantial and Final inspection punchlists - unlimited PDF copies.
5. Periodic inspection reports - unlimited PDF copies.
6. Record Drawings\ALP update - unlimited PDF copies.
7. Close-Out Report - unlimited PDF copies.

EXHIBIT B – CONCEPTUAL PROJECT AREA
EXHIBIT C – PROFESSIONAL SERVICES COMPENSATION
EXHIBIT D – MANHOUR AND EXPENSES BREAKDOWN

EXHIBIT B – CONCEPTUAL PROJECT AREA – KISSIMMEE GATEWAY AIRPORT

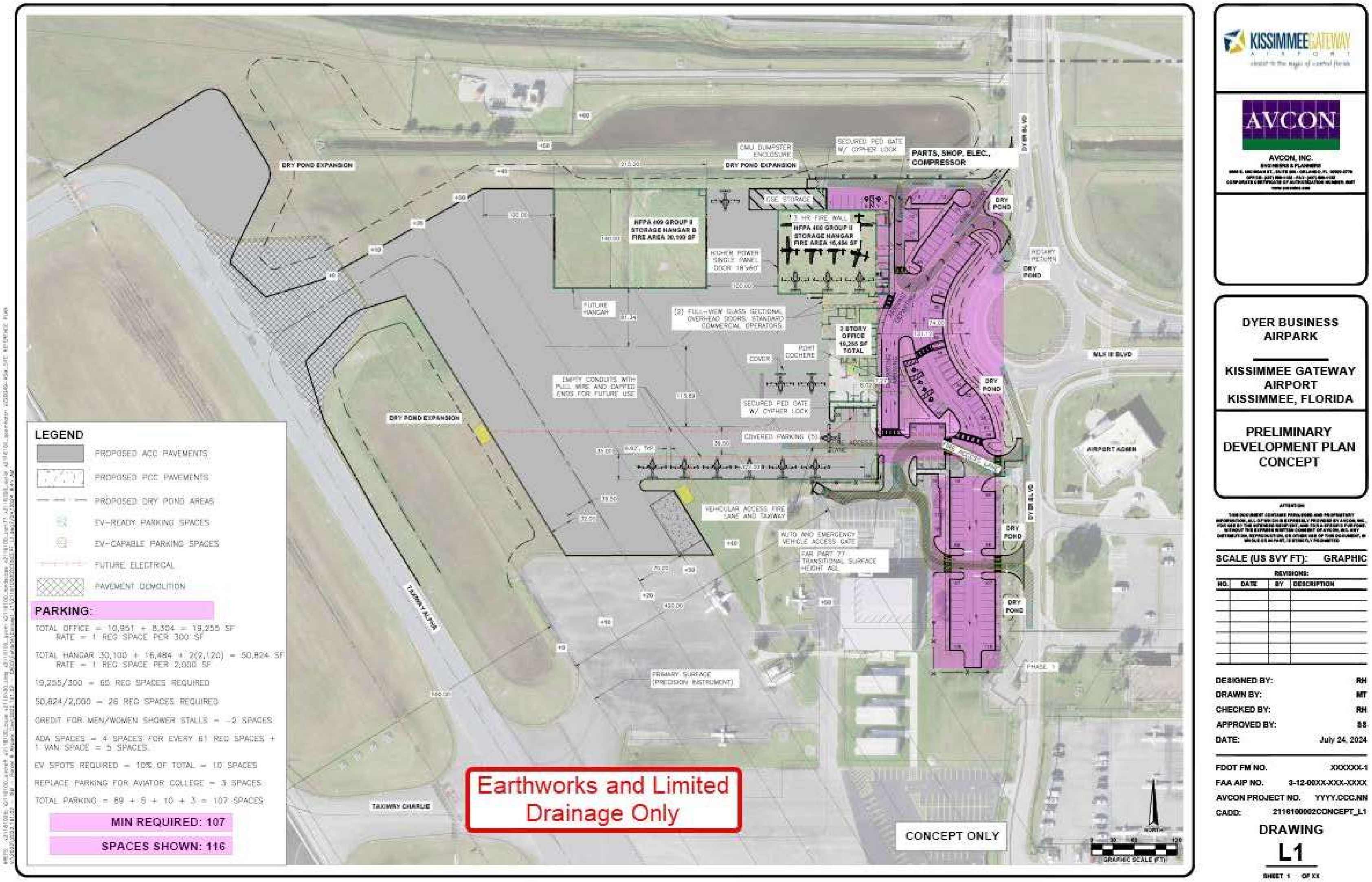


EXHIBIT C

PROFESSIONAL SERVICES COMPENSATION

PARCEL 8 AIRPARK DEVELOPMENT EARLY EARTHWORKS
– CONSTRUCTION ADMINISTRATION
FDOT FPN: 440781-1
KISSIMMEE GATEWAY AIRPORT, KISSIMMEE, FLORIDA

Invoicing shall be made monthly per each phase as they progress to completion on a percent complete basis. The lump sum fees are complete and inclusive of all labor, expenses, overhead, costs, general and administrative costs of doing business, direct costs, and profit.

AVCON Sub-Task		Service Description	Compensation	Method
I. Basic Services				
1	A.	Re-Package Design / Permits	$40,000.00	Lump Sum
2	B.	Construction Administration	$84,000.00	Lump Sum
		SUB-TOTAL Basic Services	**$124,000.00**	
II. Special Services				
3	A.	Project and Cost Administration	$20,000.00	Lump Sum
4	B.	Record Drawings	$6,000.00	Lump Sum
		SUB-TOTAL Special Services	**$26,000.00**	
		GRAND TOTAL All Services	**$150,000.00**	

AVCON

Task Order #7

Kissimmee Gateway Airport (ISM)

Parcel 8 Development - Early Earthworks - Construction Administration

Manhours, Overhead, Profit, and Expenses Analysis

AVON Project # 2026.0161.01	**Tasks**						
Salary Costs	**1**	**2**	**3**	**4**			
Title	*Re-Package Design / Permits*	*Construction Administration*	*Project and Cost Administration*	*Record Drawings*	*Total Hours*	*Billing Rate Per Hour*	*Extended Costs ($)*
Principal	1	1	1	1	4	$300.00	$1,200
Senior Project Manager	40	150	70	6	266	$240.00	$63,840
Project Manager					0	$167.00	$0
Senior Planner					0	$142.00	$0
Planner / DBE Specialist					0	$100.00	$0
Project Engineer I\II	80	140			220	$100.00	$22,000
Resident Engineer		200			200	$135.00	$27,000
CADD Tech / Designer	215			45	260	$88.00	$22,880
Administrative/Clerical Support	40	40	40	4	124	$72.00	$8,928
Total Hours per Phase	376	531	111	56	1,074		
SubTotal Labor	**$39,700.00**	**$80,180.00**	**$19,980.00**	**$5,988.00**			**$145,848**
Expenses	**1**	**2**	**3**	**4**			
Printing (blacklines, Plans, etc)							$0
Travel (mileage IRS 2025, tolls)		$1,768.75					$1,769
Per Diem (IRS 2025)		$1,375.00					$1,375
SubConsultants							$0
Supplies, Misc.,Postage,Photos,Fees	$300.00	$676.25	$20.00	$12.00			$1,008
SubTotal Expenses	**$300.00**	**$3,820.00**	**$20.00**	**$12.00**			**$4,152**
Total Fees	**$40,000.00**	**$84,000.00**	**$20,000.00**	**$6,000.00**			
Grand Total							**$150,000**

Prepared by AVCON, Inc. 16-Dec-25

ITEM 7.H
First Right of Refusal with Sabal Aviation to Lease Property at Kissimmee Gateway Airport for Business AirPark

Request

Approval of First Right of Refusal to Lease Airport Property with Sabal Aviation Kissimmee, LLC. (Contract #20260134)

Explanation

The City has established City Policy 1501, "First Right of Refusal to Lease Property at the Kissimmee Airport." The policy allows a business to lease property for up to two (2) years to enable facility design and permitting for construction. This agreement may be converted to a ground lease at any time during the two years. The First Right of Refusal (FRR) fee shall be $2,500.00 per acre per year. Sabal Aviation Kissimmee Place, LLC, has requested a First Right of Refusal for approximately two and a half (2.5) acres to develop the Business Airpark. The proposed intent is to construct approximately 12 – 50' x 50' aircraft storage "box hangars." The expected lease will be long-term, at fair market value, and enable the design, construction, management, maintenance of the grounds and facilities for the duration of the lease agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
46100344 344100	N/A	Increase	6,250	6,250

Financial Summary:

The First Right of Refusal (FRR) fee shall be $2,500.00 per acre per year totaling $6,250.00 per year until the facilities are constructed at which time approximately $38,000 per year is expected.

Recommendation

Approval of First Right of Refusal to Lease Airport Property with Sabal Aviation Kissimmee, LLC.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport
Presenter:

Attachment(s):
1. (S) SABAL First Right of Refusal 2026

FIRST RIGHT OF REFUSAL AGREEMENT TO LEASE PROPERTY BUSINESS AIRPARK PARK

THIS AGREEMENT made and entered into this _______ day of January 2026 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and SABAL AVIATION KISSIMMEE, LLC, hereinafter referred to as "COMPANY," a corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Company has requested a Right of First Refusal to lease property located at Kissimmee Gateway Airport, such real property shall hereinafter be referred to as the "Option Parcel" and is more particularly described in Exhibit "A"; and

WHEREAS, pursuant to City Policy 1501, Company has submitted an application with a preliminary conceptual site plan which the City has reviewed and determined that it is a satisfactory application; and

WHEREAS, The Parties agree to enter this First Right of Refusal Agreement to provide the Company an opportunity to conduct thorough due diligence to determine the desirability of Leasing the Option Parcel; and

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 COMPANY agree as follows:

1. **Recitals Incorporated**. The forgoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full.

2. **Term**. This Agreement shall commence on the above stated effective date and shall continue for a period of twenty-four (24) months, or until such time as the Company and City enter into a Lease Agreement, being of the form and content attached as Exhibit "B" hereto.

3. **Right of First Refusal to Lease Option Parcel.** Company agrees to pay a fee of $2,500 per acre, per year for the Right of First Refusal to Lease the Option Parcel. A description of the Option Parcel, which consists of approximately two and one-half (2.5) acres of real property is more particularly described in "Exhibit A" attached, and hereby incorporated by this reference. The total Right of First Refusal Fee for the Option Parcel is $6,250 per year. Such fee shall be invoiced to Company and promptly paid by the first of the month, commencing the month after execution of this Agreement for a period of twenty-four (24) months.

4. **Company's Obligations Precedent to Lease Agreement**. As a condition of Leasing the Option Parcel from City, Company specifically agrees to design and prepare to construct the following:

   a. Box hangars comprising a building footprint of approximately 30,000 square feet, used for aircraft storage space, taxi lanes, and associated utilities upon the Option Parcel within twenty-four (24) months of the execution date of this Agreement. The exact quantity and size of the box hangars will be determined by client demand. This design will include the sitework for the hangars, taxi lanes, and associated utilities.

b. Company shall ensure that the design standards, layout, materials and construction of these facilities shall meet all City standards and will be subject to final inspection by the City and all other applicable governmental agencies having approval jurisdiction.

c. Company shall exercise its option to lease by written notice to City whereupon the Lease shall be executed within 30 days after legal approval.

5. **Commencement of Lease Payments**. The new lease payment shall commence upon the occurrence of any one of the following events:

   a. Company exercising their option to Lease and executing a Lease Agreement with the City.

   b. Issuance of a Certificate of Occupancy for improvements.

   c. On the passing of the calendar date which is twenty-four (24) months after the execution date of this Agreement.

6. **Lease Agreement Terms**. The Lease Agreement entered by the Parties shall be based upon the City's current ground lease rates and the following terms.

   a. Kissimmee Gateway Airport Ground Lease Rate:
   Appraised Ground Rental Fair Market Rate currently \$0.35 S.F. or \$15,246 per acre annually.
   Annual Consumer Price Index adjustment not to exceed 3% (no decrease).
   City may appraise ground rental value on the tenth (10^{th}) and twentieth (20^{th}) years in lieu of rent adjustment.

   b. The lease payment shall be calculated on a square footage basis, as determined by an "As-Built" survey to be provided by Company within ten (10) days of receipt of Certificate of Occupancy for the hangar. City will calculate the monthly rental payment based on the total square footage of improvements constructed on the Lease Property (the "Lease Premises"). The Lease Premises shall exclude any land on which Company cannot build on due to existing airport utilities as well as any land currently used as stormwater retention that will not service Company's leasehold. City will notify Company in writing of the new monthly rental payment.

   c. Net Lease. The use and occupancy of the Option Parcel by Company shall be without cost or expense to City. The Company accepts the Option Parcel in its "As Is, Where Is" condition. Company shall keep and maintain the Option Parcel and improvements, pay all taxes, assessments and all applicable fees, pay all casualty, liability and other insurance premiums as required by the City.

   d. The lease term is expected to be thirty (30) years, with the option to renew for two (2) separate additional five (5) year periods.

SIGNATURE PAGE TO FOLLOW

SABAL AVIATION KISSIMMEE, LLC

Thomas R. Brandon, President

STATE OF Florida)

COUNTY OF Brevard)

The foregoing instrument was acknowledged before me this 14th day of January, 2026, by means of physical presence or online notarization, by Thomas. R. Brandon, President of Sabal Aviation Kissimmee, LLC, a Florida corporation, who is personally known to me or has produced identification and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Seal: Belinda Goff Gulick Notary: ____________

BELINDA GOFF GULICK
MY COMMISSION # HH 699231
EXPIRES: August 16, 2029

CITY OF KISSIMMEE

Jackie Espinosa, Mayor-Commissioner

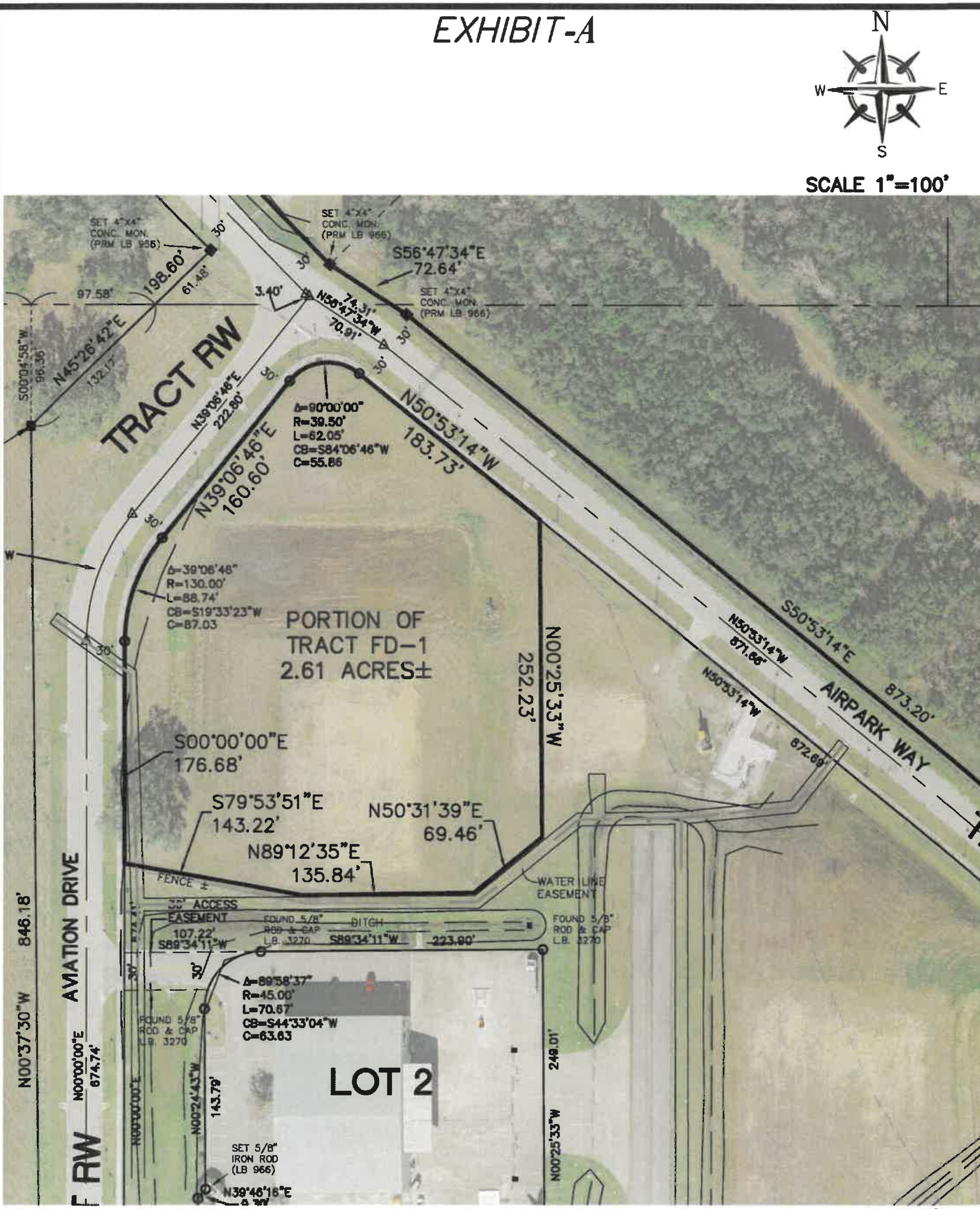
Attest:

City Clerk

Approved as to form & legality.

City Attorney

EXHIBIT-A



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

SKETCH OF DESCRIPTION
PARCEL

LEGAL DESCRIPTION:

A portion of Tract FD-1, KISSIMMEE AIRPORT BUSINESS AIR PARK, as recorded in Plat Book 27, Page 14 of the Public Records of Osceola County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Lot 2, KISSIMMEE AIRPORT BUSINESS AIR PARK, as recorded in Plat Book 27, Page 14 of the Public Records of Osceola County, Florida; thence run N00°25'33"W, a distance of 89.34 feet to the POINT OF BEGINNING; thence continue N00°25'33"W, a distance of 252.23 feet to a point on the Southerly Right of Way of Airpark Way; thence run N50°53'14"W, along said Southerly Right of Way, a distance of 183.73 feet to the Point of Curvature of a curve concave to the South, having a Radius of 39.50 feet and a Central Angle of 90°00'00"; thence run Westerly along the arc of said curve, a distance of 62.05 feet (Chord Bearing = S84°06'46"W, Chord = 55.86 feet) to the Point of Tangency, said point being on the Easterly Right of Way of Aviation Drive; thence along said Easterly Right of Way the following three (3) courses: run S39°06'46"W, a distance of 160.60 feet to the Point of Curvature of a curve concave to the East, having a Radius of 130.00 feet and a Central Angle of 39°06'46"; thence run Southerly along the arc of said curve, a distance of 88.74 feet (Chord Bearing = S19°33'23"W, Chord = 87.03 feet) to the Point of Tangency; thence run S00°00'00"E, a distance of 176.68 feet; thence leaving said Right of Way, run S79°53'51"E, a distance of 143.22 feet; thence run N89°12'35"E, a distance of 135.84 feet; thence run N50°31'39"E, a distance of 69.46 feet to the POINT OF BEGINNING.

Containing 113,797 square feet or 2.61 acres, more or less.

LEGEND

L.B.	LICENSED BUSINESS
SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
Δ	CENTRAL ANGLE
R	RADIUS
L	LENGTH
CD	CHORD DISTANCE
CB	CHORD BEARING
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
EXST.	EXISTING
NAD	NORTH AMERICAN DATUM
F.B.	FIELD BOOK
DEPT.	DEPARTMENT
TEL.	TELEPHONE
NO.	NUMBER
#	NUMBER
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER
R.L.S.	REGISTERED LAND SURVEYOR
C1	CURVE NUMBER
L1	LINE NUMBER
℄	PROPERTY LINE
O	DESCRIPTIVE POINT
S.L.I.C.	SEMINOLE LAND & INVESTMENT COMPANY'S
N&D	NAIL AND DISK
ID	IDENTIFICATION
CM	CONCRETE MONUMENT
(P)	PLAT
C.R.	COUNTY ROAD
P.O.C	POINT OF COMMENCEMENT
P.O.B	POINT OF BEGINNING

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: CITY OF KISSIMMEE GATEWAY AIRPORT

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

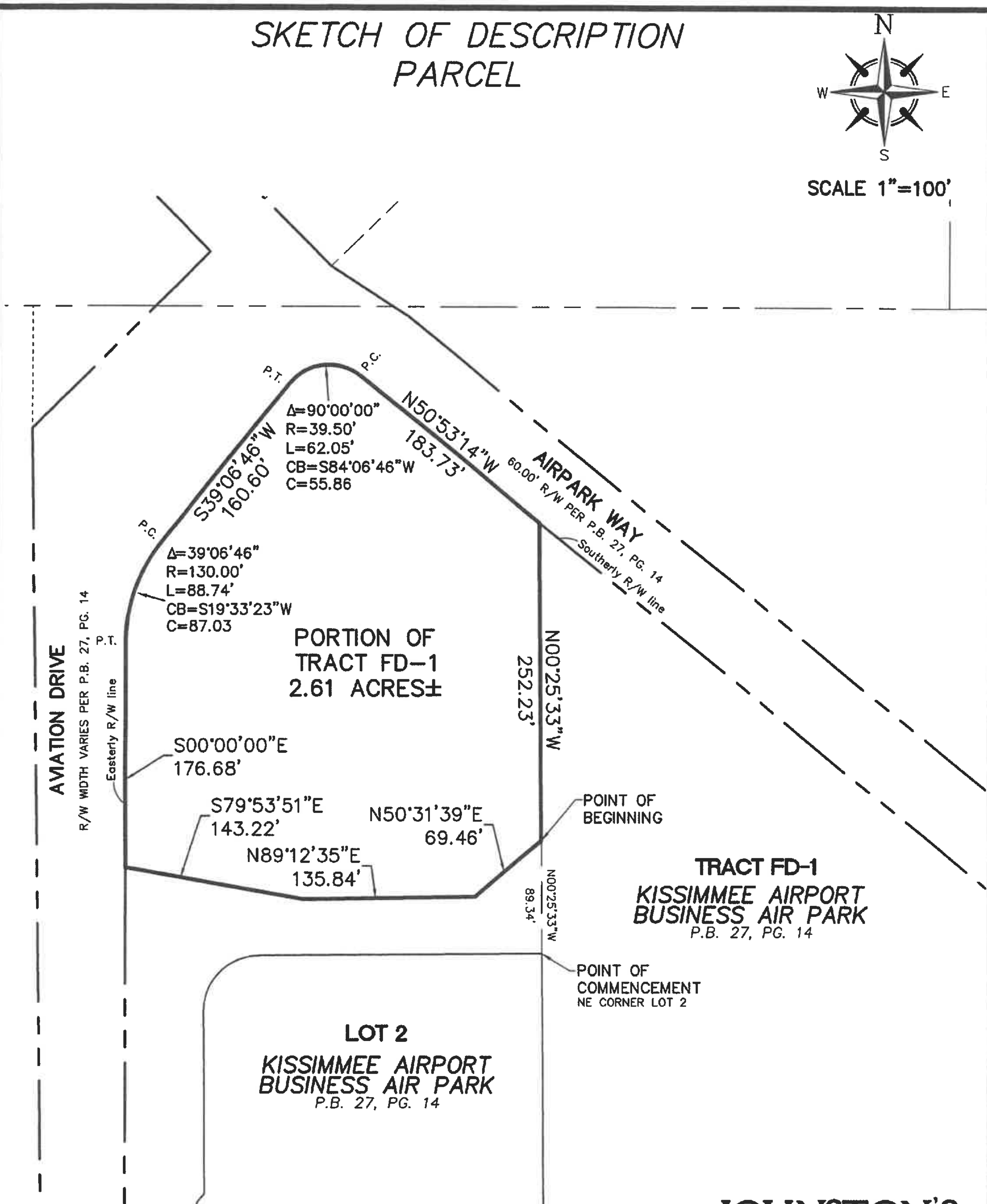
DATE OF SKETCH 9/7/2021	REVISIONS	
SCALE 1" = 100'		
F.B. PAGE		
SECTION 19		
TWP. 25 S., RNG. 29 E.		
JOB NO. 21-237	SHEET 1 OF 2	

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

9/08/21

RICHARD D. BROWN, P.S.M. #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION
PARCEL



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SURVEYING INC.
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Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

NET GROUND LEASE BETWEEN
CITY OF KISSIMMEE AND SABAL AVIATION KISSIMMEE, LLC

THIS NET GROUND LEASE (the "AGREEMENT" or "LEASE") is entered into on this ____ day of _________ 2024 between the **CITY OF KISSIMMEE**, a municipal corporation located within Osceola County, Florida hereinafter referred to as "**Lessor**," "**City**" or "**Sponsor**" and **SABAL AVIATION KISSIMMEE, LLC**, a Florida Limited Liability Company, whose address is _______, Kissimmee, Florida 34741, hereinafter referred to as **"Lessee."**

WITNESSETH:

WHEREAS, Lessor is the owner of certain improvements to real property located at Parcel 19-25-29-1553-0001-FD10, on or about the Kissimmee Gateway Airport, a municipal airport located within the boundaries of the City of Kissimmee, Florida (the **"Airport"**); and

WHEREAS, Lessee is desirous, willing and able to enter into a lease from Lessor for property to develop an aircraft storage hangar, aircraft apron, auto parking lot and related appurtenances and improvements.

PART ONE
DESCRIPTION OF LEASED PREMISES

A. LEASED PREMISES. Lessor leases to Lessee the premises located at the Airport, more particularly described, attached, and hereby incorporated by reference as **Exhibit A**, which consists of approximately 2.5 undeveloped acres as illustrated on the attached Exhibit "A" and Lessee shall provide a survey within 10 days of issuance of a certificate of occupancy by the City. Upon receipt of the survey and approval of the same by the City the parties shall execute an amendment to replace Exhibit "A" with the survey and adjust Rent accordingly (the **"Leased Premises"**). The supplemental amendment to update Exhibit "A" shall be administrative and not require City Commission approval.

B. CONDITION OF LEASED PREMISES. Subject to the terms and conditions of this Lease, Lessee accepts the Leased Premises and any improvements on, about, or associated with the Leased Premises "As Is, Where Is" and in their present condition. Lessee acknowledges that the Lessor has made no representations or warranties relating to the suitability of the Leased Premises for any particular use except as otherwise provided herein, and unless otherwise expressly provided in this Agreement, the Lessor shall have no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Leased Premises.

C. RE-ADJUSTMENT OF LEASED PREMISES. This Lease shall be subject to all restrictions of record affecting the Airport and the use thereof, all federal, state, county and city laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any and all existing agreements between the City and the United States of America, the State of Florida, or the County of Osceola, or their agencies, which are recited on **Exhibit B** attached hereto and made a part hereof. This Lease shall also be subordinate to any future agreements between or among the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal, state, county or City funds for the development of the Airport, or any part thereof; provided, however, the terms of any such future agreements shall neither decrease Lessee's rights under this Lease, nor materially increase Lessee's duties or obligations under this Lease. All provisions hereof shall be subordinate to the right of the United States to occupy or use the Airport, or any part thereof, during time of war or national emergency.

In the event the Federal Aviation Administration or its successors require modifications or changes in this Lease as a condition precedent to the granting of its approval or to the obtaining of funds for the improvement of the Airport, Lessee hereby consents to any and all such modifications and changes as may be reasonably required to the extent that such modifications and changes do not unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease. In the event that any such modifications or changes unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease, then Lessee shall have the option to terminate this Lease.

In the event of: (a) any subsequent agreement between Lessor and the United States of America, the State of Florida, or the County of Osceola, or their agencies, would decrease Lessee's rights under this Lease, or materially increase Lessee's duties or obligations under this Lease; or (b) any modification or change to this Lease required by the Federal Aviation Administration or its successors would unreasonably impede the intended use and benefit of and to Lessee of the Leased Premises and of this Lease, or decrease Lessee's rights under this Lease, or materially increase Lessee's duties or obligations under this Lease; then in the event of either (a) or (b), Lessee shall be entitled to terminate this Lease by written notice to Lessor (the "Termination Notice"). If the Termination Notice is delivered during the Primary Term, Lessor shall pay to Lessee, within thirty (30) days of the date of the Termination Notice, the portion of the costs incurred by Lessee in connection with (1) designing and constructing the Facility, and (2) developing the Leased Premises for Lessee's use pursuant to this Lease (collectively, the "Development Costs), amortized on a straight-line basis over the remainder of the Primary Term.

PART TWO
TERM OF LEASE

A. PRIMARY TERM. The initial term of this Lease (the **"Primary Term"**) shall be for thirty (30) full years, commencing on the first business day of the week (the **"Commencement Date"**) immediately following the earlier of:

1. Final, unappealable approval by the City of the redevelopment of the Leased Premises and construction of the Facility pursuant to Part Five of this Lease; or

2. The first (1st) day of the nineteenth (19th) consecutive month following the later of: (a) the full execution of this Lease; or (b) the Lessor's completion of any environmental

clean-up or remediation of the Leased Premises pursuant to Part Five, Section D.2 of this Lease; or (c) Lessee's receipt of Certificate of Occupancy.

The Primary Term of this Lease shall expire at 11:59 PM, Eastern time, of the last day of the thirtieth (30th) full consecutive year following the Commencement Date (the **"Expiration Date"**), unless renewed in accordance with this Lease.

B. RENEWAL OPTION. Provided Lessee is not in default of this Agreement, Lessee is hereby granted an exclusive first option to renew the Term for two (2) additional periods of five (5) consecutive years (**"Renewal Term"**). These options shall be exercised by written notice to the City (**"Renewal Notice"**) not less than one hundred twenty (120) days prior to expiration of the Primary Term. Upon receipt of a Renewal Notice the parties shall negotiate the rent payable during the Primary Term based on an appraisal as set forth in Part Three, paragraph B. The Primary Term and Renewal Term, if applicable, shall collectively be referred to as the **"Term"** of this Lease.

C. HOLDING OVER. In the event Lessee shall continue to occupy the Leased Premises beyond the term of this Agreement after Lessor gives written notice to vacate, such holding over shall not constitute a renewal of this Agreement but shall be a tenancy of sufferance only. The amount of rent to be paid by Lessee during this hold over period shall equal two (2) times the normal monthly rent as stated in this agreement or the maximum amount allowed by law, whichever is greater.

D. INSPECTION PERIOD. Lessee shall have a period of sixty (60) days following the full execution of this Lease (the **"Inspection Period"**) to inspect the Leased Premises and to determine the suitability of the Leased Premises for Lessee's intended use and occupancy. During the Inspection Period, Lessee may obtain an ALTA Title Commitment for the issuance of a Leasehold Policy of Title Insurance, a survey, and Lessee may perform any other inspections or due diligence necessary or desirable in Lessee's sole discretion. Lessee may terminate this Lease by written notice to Lessor at any time prior to 5:00 PM, Eastern time, of the last day of the Inspection Period if Lessee is not satisfied, in Lessee's sole and absolute discretion, that: (i) the Leased Premises is acceptable for Lessee's intended use and occupancy; (ii) utilities are of adequate capacity and availability to serve the Leased Premises; (iii) construction of the improvements contemplated by Lessee will not require extraordinary, excessive or unusually costly design elements or construction techniques; (iv) drainage of both surface and subsurface water can be accomplished by ordinary construction techniques not involving unusual or excessive costs; (v) the Leased Premises is economically and otherwise feasible for Lessee's intended use; and (vi) the restrictions, covenants and instruments of record encumbering and/or restricting the Leased Premises are acceptable to Lessee and do not inhibit or otherwise prevent construction of the Facility and use of the Leased Premises for Lessee's intended use. In the event Lessee terminates this Lease during the Inspection Period, neither party shall have any further rights, duties or obligations under this Lease, except those which expressly survive the termination of this Lease.

PART THREE
RENT

A. RENT. The Lessor has determined through an appraisal that the initial Fair Market Value for the rental of the Leased Premises is **$_____** per year, payable monthly (**"Annual Rent"**) plus sales tax. Prior to the Commencement Date, the Annual Rent for the Leased Premises shall be **$_______** per year plus sales tax, payable monthly. From and after the Commencement Date, the following sum shall be payable monthly, in advance, in the amount of **$________** (**"Monthly Rent"**) plus sales and use tax. Monthly Rent will be due on the first day of every month (**"Due Date"**) and shall be deemed to be delinquent if not received by the Lessor on or before the tenth (10th) day of every month. The initial Annual Rent and Monthly Rent shall be subject to adjustment as enumerated in Part Three of this Lease.

B. RENT ADJUSTMENTS - City and Lessee recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index - Urban Wage Earners and Clerical Workers ("price index") as published by the United States Department of Labor's Bureau of Labor Statistics. Beginning on the anniversary of the Commencement Date and each anniversary thereafter (except for the tenth (10th) and the twentieth (20th) anniversary)("**Adjustment Date**"), the parties hereto will compare the price index for said year with the price index as of the preceding anniversary of the Commencement Date and the Annual Rent payments shall be increased (or decreased) in the same proportion as said price index has increased when compared with the price index for the Commencement Date for the second lease year and for the prior Adjustment Date thereafter . In no event, however, shall the Annual Rent increase be less than two percent (2%) nor more than three percent (3%) on any Adjustment Date.

C. REAPPRAISAL – On the tenth (10th) and on the twentieth (20th) Adjustment Date, ("Appraisal Years") in lieu of a rent adjustments provided in the paragraph above, City may appraise the Leased Premises to determine the fair rental value of the Leased Premises as aviation use. For purposes of determining the fair rental value, City shall select a qualified appraiser (**"First Appraiser"**) to appraise the Leased Premises and shall provide Lessee with a copy of such appraisal no later than one hundred eighty (180) days prior to the applicable Adjustment Date. If Lessee is not satisfied with First Appraiser's appraisal, Lessee shall notify City in writing of Lesse's selection of a second appraiser (**"Second Appraiser"**) within thirty (30) days after receipt of the First Appraiser's appraisal. If Lessee does not select a Second Appraiser and notify City of such selection within such thirty (30) day period, the First Appraiser's appraisal shall be deemed conclusive as to the the fair rental value applicable to the unimproved Leased Premises. If a Second Appraiser is so selected, the Second Appraiser shall appraise the Leased Premises and deliver a copy of said appraisal to City within thirty (30) business days after the Authority's receipt of Lessee's notice of selection of the Second Appraiser. If the fair rental value determination of the Second Appraiser's appraisal differs from the First Appraiser's appraisal by less than ten percent (10%)

then the First Appraiser's appraisal shall be deemed conclusive as to the fair rental value of the Premises. If the Second Appraiser's appraisal differs from the First Appraiser's appraisal by ten percent (10%) or more, then the First and Second Appraisers shall mutually select a qualified third appraiser (the **"Review Appraiser"**) to provide a review appraisal report which reviews the first two appraisals and sets forth a determination of the fair rental value of the Leased Premises. The determination of the Review Appraiser shall be deemed final and conclusive as to the fair rental value of the unimproved Leased Premises. Each party shall pay the fees and expenses of all appraisers appointed by such party, and the fees and expenses of the Review Appraiser, if any, shall be borne equally by both parties. Any appraiser selected in accordance with the provisions of this Lease (i) shall be designated an "MAI" appraiser by the Appraisal Institute. (ii) shall be disinterested, (iii) shall be licensed under Florida law to appraise real property, (iv) shall be required to follow the Uniform Standards of Professional Appraisal Practice (USPAP), and (v) shall have been actively engaged in the appraisal of aviation use real estate in the State of Florida for a period of not less than five (5) years immediately preceding this assignment. In no event shall the Annual Rent decrease, nor shall the Annual Rent increase by more than twenty percent (20%), on any Appraisal Year.

C. <u>PAYMENT OF SALES AND OTHER TAX</u>. Lessee shall be liable at its sole cost and expense, and the City shall have no liability for, any sales, use, ad valorem, leasehold intangibles, or similar taxes with respect to all rent and other payments made by Lessee in accordance with the provisions of this Agreement. Lessee shall also be liable for assessments (including, without limitation, stormwater utility charges) and impact fees levied against or in connection with the Leased Premises, Lessee's leasehold interest therein, and shall pay when due all taxes and assessments levied against Lessee's personal property located on the Leased Premises or otherwise arising out of Lessee's occupation, use of or operations on the Leased Premises. Lessee shall pay all ad valorem and non-ad valorem taxes and assessments directly to the taxing authority. Lessee shall indemnify, defend, and hold City completely harmless from and against any liability, including any interest and penalties, which might arise in connection with any such taxes. If the Term of this Agreement expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the Term of this Agreement commences on a date other than the first day of such tax year, Lessee shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Agreement was in effect during such tax year by the total number of days in such tax year. If this Agreement is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Lessee shall pay a percentage of the assessment calculated by dividing the number of days this Agreement was in effect during that assessment period by the total number of days in the assessment period. Lessee shall pay sales tax to the City with each installment of Monthly Rent, and Lessee shall pay all other taxes directly to the taxing authority.

D. <u>LESSEE'S TAX RIGHTS</u>. Lessee may exercise any rights provided by law to contest or pay under protest any taxes and shall not thereby be deemed in default under this Agreement, provided that such contest or payment under protest does not result in the imposition of a lien for delinquent taxes on the Leased Premises and Lessee promptly pays all taxes and assessments (and any interest and penalties with respect thereto) ultimately determined to be due. No provision of this Agreement shall be construed as a release or waiver on the part of the City of the right to assess, levy or collect any license, personal property, intangible, occupation or other tax which they, or either of them, may lawfully assess, levy or collect on the business or property of Lessee. Lessee's obligations under this Article shall survive the expiration or earlier termination of this Agreement.

PART FOUR
PAYMENTS

A. TIME AND PLACE OF PAYMENT. All payments of rents, fee, taxes, and other charges are to be made at the Kissimmee Gateway Airport, City of Kissimmee, 401 Dyer Blvd, Kissimmee, FL 34741, or such other place Lessor may direct Lessee in writing.

B. DELINQUENT PAYMENT OF RENT AND FEES. If rent or fees are not timely paid, then the Lessee shall pay to Lessor a penalty of 5% of the amount due commencing sixteen (16) days after the DUE DATE. Lessor shall charge no penalty upon that portion of any debt that, in good faith, is in dispute or charge a penalty that exceeds the then amount permitted under Florida law. All late fees are to be paid to Lessor within 30 days of the initial date of accrual.

PART FIVE
HANGAR PROJECT

A. PROPOSED PROJECT. Lessee desires to construct aircraft storage hangars (**"Facility"**), aircraft taxi lanes, utilities and related appurtenances and improvements on the Leased Premises on the Kissimmee Gateway Airport. Such use will be in accordance with the City's planning and zoning uses. Construction of the Facility shall be completed within twenty four (24) months from the Effective Date of this Lease. Completion of construction shall be determined by the issuance of certificates of occupancy allowing lawful use for the Facility. Within ninety (90) days following the completion of construction of the Facility, Lessee shall, at its sole cost and expense, provide City with record drawings showing the "as built" condition of such Facility and associated improvements constructed by Lessee.

Lessee shall dedicate the Leased Premises to the condominium form of ownership, pursuant to which each aircraft storage hanger shall comprise a unit in the condominium which is managed by a condominium association within the meaning of Chapter 718, Florida Statutes. The condominium association shall become the Lessee of this Lease upon the Commencement Date. Individual units shall be sold to third party purchasers, each of which shall become a unit owner and a member of the association. All provisions of this Lease that conflict with the condominium form of ownership are hereby modified or deleted to facilitate the use and operation of the Leased Premises as a commercial condominium within the meaning of Chapter 718, Florida Statutes.

B. FACILITY SPECIFICATIONS. The Facility dimensions will be approximately 30,000 square feet of hangar space. Proposed dimensions of the structure(s) will be determined.

1. The proposed site plans to be developed and permitted uses for the Leased Premises shall be subject to final approval by the City and in compliance with the City's Codes and Ordinances. The Facility must be in compliance with (i) all City Codes and Ordinances, including but not limited to (a) the City's land Development Code, (b) the Florida Building Code, (c) the Flood Plan Management in place with the South Florida Water Management District at the time of permitting.

2. The Facility shall comply with all applicable City and State building and fire codes. Additional fire protection may be required based on the intended uses of the Facility.

3. The Facility colors must be initially approved by the Director of Aviation and generally match existing buildings adjacent to owned by the Lessee.

4. Any alterations to the Facility must be approved by the City.

C. COST. The cost to construct the Facility, including design, permitting, airspace study, storm water, vehicle parking and street access will be at the sole cost and expense of the Lessee. The minimum investment shall be Two Million Five Hundred Thousand and 00/100 Dollars ($2,500,000.00). The calculation of investment by Lessee may include expenditures by Lessee of "soft costs" not to exceed 8% of the overall investment, including all engineering, architectural and all other applicable professional fees.). Prior to construction, Lessor shall provide its budget for the Facility for review by the City to confirm the minimum investment is being satisfied. Subsequent to completion of construction of the Facility, Lessee shall provide its final costs, in a form acceptable to the City, illustrating it met the minimum investment obligation.

D. SITE PREPARATION.

1. Demolition. The Lessee agrees to prepare the Leased Premises for construction of the Proposed Project.

2. Environmental. The City will contract with an environmental professional to conduct a Phase I Environmental Site Assessment (ESA), to determine the environmental integrity of the Leased Premises prior to Lessee constructing the Facility. Lessee shall not be liable for any clean-up or remediation that is required as a result of the ESA. The City agrees to perform any remediation recommended in a Phase I, prior to construction.

E. USE OF EXISITNG IMPROVEMENTS. Upon the Effective Date of this Agreement, the Lessee will be authorized to have access to the Site and use of the Existing Improvements to determine the design and feasibility of the Proposed Project. Prior to accessing the Site and commencement of any construction activities contemplated hereby Lessee shall obtain, or shall cause its agents and contractors, as applicable, to obtain, and at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly out of such activities. Said insurance shall be issued by solvent, reputable and A-rated or better insurance companies licensed to transact business and in good standing in the state of Florida, naming the City as an additional insured, in a combined-single limit of not less than $1,000,000.00 with respect to bodily injury or death and property damage.

F. RECORD KEEPING. Lessee's project engineer/architect will provide the City with a continuously updated log of all contractor/subcontractor/supplier and other liens and record of payments/lien releases.

G. SURETY BONDS.

i. Prior to the commencement of any improvements greater than $200,000 at the Leased Premises, Lessee shall obtain, or cause to be obtained by its Contractor(s) and deliver to the City and record in the public records of Osceola County, payment and performance bonds in sums equal to the full amount of the construction contract awarded by Lessee for the improvements, as described more fully herein.

ii. Such payment and performance bonds required hereunder shall name the Contractor of Lessee as principal, shall name the City as an additional obligee thereunder through a multiple obligee rider and shall be drawn from such company licensed to do business in the State of Florida, subject to the City's reasonable approval.

iii. All payment bonds required hereunder from any Contractor of Lessee shall be in the sum equal to the full amount of the construction contract awarded by Lessee for the improvements. Such payment bonds shall be conditioned upon the payment of all labor, materials, equipment and supplies used in the performance of said construction contract.

iv. All performance bonds required hereunder from any Contractor of Lessee shall guarantee the faithful performance of said construction contract and shall protect the obligees from losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the obligees sustain because of a default by the Contractor under the contract.

v. Bonds required hereunder shall be submitted in the forms that fully comply, both in form and substance, with the requirements of Section 255.05, Fla. Stat., any successor thereto and any other applicable law or regulation and shall be reasonably acceptable to the Lessor. Lessee shall provide the Lessor with a certified copy of the bonds as evidence of thereof, which shall be recorded by the Lessee, if requested by the Lessor.

vi. Any construction or installation work by or for Lessee at the Airport shall not unreasonably interfere with the operation of the Airport, or otherwise unreasonably interfere with the permitted activities of other tenants and users. Upon completion of approved construction and within sixty (60) days after Lessee's receipt of a certificate of occupancy, a complete set of as-built drawings shall be delivered to the Director of

Aviation in a media type and format reasonably acceptable to the Lessor for the permanent record of the Lessor.

PART SIX
PRIVILEGES

A. USE. The Lessor grants to the Lessee the right and privilege to redevelop the Leased Premises and construct the Facility defined in PART FIVE, PROPOSED PROJECT. The Leased Premises shall be used solely for aircraft storage as defined in the Minimum Aeronautical Service Standards for Aeronautical Tenants at the Kissimmee Gateway Airport as amended from time to time and incorporated by reference into this Lease.

B. PROHIBITED USES. The Lessee shall not use or permit the use of the Leased Premises or any part thereof for any purpose or purposes other than those set forth in Part Five (A) above, unless approved in writing by the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed. Lessee shall not construct any structure, commit or suffer to be committed any waste in or upon the Leased Premises, or maintain any public or private nuisance, nor, without limiting the generality of the foregoing, shall the Lessee use or permit the use of the Leased Premises for any illegal, improper, immoral, or unlawful purposes. Storage of boats, recreational vehicles, campers, and non-aviation materials/equipment/vehicles, unless approved by the Director of Aviation (**"Director"**), is not allowed.

C. INGRESS AND EGRESS. Lessee shall have at all times the full and free right of ingress and egress. Such right also extends to persons or organizations supplying materials or furnishing services to Lessee, as well as employees, customers, guest, and other invitees, who include vehicles, machinery, and equipment reasonably required by such persons or organizations.

PART SEVEN
OBLIGATIONS OF AGREEMENT

A. NET LEASE. The use and occupancy of the Leased Premises by Lessee shall be without cost or expense to Lessor. This Agreement shall be without cost to the City except for the City's obligations set forth or specifically provided elsewhere herein. The Lessee accepts the Leased Premises in its "As Is, Where Is" condition except with regards to items or duties which are expressly agreed to and set forth in writing by Lessor. Lessee shall keep and maintain the Leased Premises as set forth in PART SEVEN (B), pay all taxes in accordance with PART THREE, pay all casualty, liability and other insurance premiums as set forth in PART SEVEN (J), and satisfy all of its other obligations under this Agreement.

B. MAINTENANCE BY LESSEE. Lessee shall be responsible for the following maintenance and repair to the Leased Premises:

1. All upkeep, repair, and maintenance of the Leased Premises including but not limited to the Facility interior walls, doors, locks, windows, flooring, fixtures, ceilings, roofs, lighting, electrical and plumbing systems, fire monitoring and suppression systems, all heating, air conditioning and heating systems. Lessee shall conduct a roof inspection (every 5 years), HVAC servicing annually, fire monitoring and suppression system inspections as required and record keeping is required.

2. Lessee's responsibilities under this section shall also include all other internal, external, and supporting structures and equipment;

3. Upon occupation of the Leased Premises, maintain current landscaping in the area of the Leased Premises, Exhibit A.

4. Lessee will not store or dispose of any debris or waste materials on Airport property, except by means of waste receptacles or containers authorized by Lessor;

5. Lessee shall comply with all federal, state, and local fire codes and regulations. Lessee shall also provide and maintain hand-operated fire extinguishers for the interior of the building in accordance with applicable safety codes;

6. Lessee will comply in all aspects with the City of Kissimmee Code including all planning, zoning, and building codes, regulations, and ordinances. Lessor warrants that the intended use is compliant as to the City's land use and zoning codes.

7. Lessor retains the right to, reasonably in both time and scope, upon written notice to Lessee, require Lessee to undertake maintenance on the Leased Premises. Lessor shall be the sole judge of the due maintenance undertaken by the Lessee and may upon written notice require reasonable specific maintenance work to be completed by Lessee. If such reasonable maintenance is not completed within a reasonable time period, the Lessor shall have the right to perform such reasonable maintenance, and Lessee shall reimburse Lessor for the cost of such reasonable maintenance upon presentation of an invoice of costs occurred by Lessor. Lessee shall pay this amount within 30 days after receipt from Lessor in accordance with PART FOUR above.

8. Lessee agrees that upon the expiration of the term of this Agreement or sooner termination thereof, the Leased Premises shall be delivered to Lessor in the same condition as when the Lessee obtained possession, and reasonable wear and tear. Lessor reserves the right to enter and make periodic inspections of the Leased Premises and improvements thereon during normal business hours. Lessor reserves the right to enter the Leased Premises during such times as necessitated by an emergency or in order to prevent the occurrence of waste to the Leased Premises and its fixtures.

C. CONSTRUCTION, ALTERATIONS, REPAIRS.

1. Subject to the provisions of Part Five of this instrument, Lessee shall not erect any structures, make any improvements or modifications, or undertake any other construction on the Leased Premises, except as previously set forth, nor shall Lessee alter, modify or make additions, improvements, or repairs to or replace any structure which is existing or built, or install any fixtures other than trade fixtures which are removable without causing permanent injury to the Leased Premises without prior written approval of the Lessor, such approval not to be unreasonably withhold, conditioned or delayed.

2. Development and construction will only be permitted in accordance with the guidelines presented in the approved Airport Master Plan. Before commencement of any improvements or modifications to the Leased Premises, the Lessee shall submit a written construction application to the Director, and if the Director requests, the construction application shall be in the form as set forth below. The plans for the proposed improvements or modifications to the Leased Premises shall completely describe the function and design and shall also contain the following: upon request,

   a. A Declaration of Condominium that includes a graphic presentation of the improvements showing exact locations of access and egress to and from the Leased Premises, facilities included and interior layouts and plans.

   b. A basic illustration of the décor of the Leased Premises including construction, furnishings and equipment.

   c. Request for approval of above.

   d. A schedule for completion of each phase of the improvements.

3. Lessor shall attempt to make a timely disposition of each Lessee Construction Application and will not arbitrarily or capriciously withhold or condition approval of the same.

4. Upon approval, the Lessee shall proceed with the construction, with reasonable diligence and at its sole cost and expense.

5. Where such alterations or construction has been made, Lessee shall, within (30) days following completion of the alterations, present to Lessor a complete set of "as-built" drawings including, without limitation, plumbing and electrical systems.

D. UTILITIES. Lessee shall be solely responsible for and pay all charges for utilities for the Leased Premises, including but not limited to all charges pertaining to providing water, sewer, gas, electricity, telephone and internet service. Lessee shall pay utility charges within thirty (30) days of receiving the invoice for said utilities. Lessee will pay all costs of Storm Water fees associated with the paved aircraft parking area. Lessee will pay a proportional cost of any future fees enacted to cover the cost of utility services.

E. TRASH AND GARBAGE REMOVAL. Lessee shall maintain the Leased Premises, improvements, and fixtures at all times in a safe, neat, and aesthetically pleasing condition. Lessee shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises and shall remove such debris to a disposal site off the Airport property. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse caused from its operation. Lessee shall provide and use suitable – covered metal receptacles in an area acknowledged by Lessor for all such garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

F. SIGNS. No signs, billboards, flyers shall be erected or maintained by Lessee except according to the Lessor's requirements for location and use of signs on Airport property. Before erection of any sign, billboard or flyer on city property, Lessee must obtain any applicable permits required by the City.

G. NONDISCRIMINATION. **Exhibit B,** relating to FAA required non-discrimination provisions, is incorporated herein by this reference.

H. HANDLING AND STORAGE OF PETROLEUM PRODUCTS AND OTHER MATERIAL BY LESSEE. Lessee shall handle, use, store, and dispose of hazardous materials, fuel petroleum products, and all other materials, whether hazardous or not, owned or used by Lessee, its agents, contractors, assigns, guests, invitees, or any other person or firm in privity with Lessee on the Airport in accordance with all applicable federal, state, local laws which include but are not limited to Lessor's regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Lessee, the Lessee shall be responsible for the clean-up, containment and otherwise abatement of such contamination at Lessees sole cost and expense. Further, Lessee shall notify the Lessor and all other appropriate government agencies of such an occurrence immediately after said incidence. Should the Lessee fail to comply with any term contained in this section, the Lessor may take any reasonable and appropriate action in the place of Lessee. The Lessee shall promptly pay the full cost of such remedial action incurred by the Lessor due to noncompliance under this section.

I. NO LIENS.

1. Lessee shall keep the Leased Premises free from all liens, including, but not limited to, mechanics liens arising from any alteration or construction work performed or labor or materials supplied to the Leased Premises. Any construction work on the Leased Premises authorized by the Lessee shall be performed pursuant to a "no-

lien" contract and Lessee shall make certain that the Florida Statutes relating to the "no-lien" contracts are complied with in every particular detail.

2. If, at any time, Lessee shall cause any mechanic's, laborers, or material man's lien to be filed against the Leased Premises or any part thereof, Lessee shall cause the same to be discharged either by record, by payment, deposit, bond, order of a court of competent jurisdiction, or otherwise. If Lessee fails to cause such liens to be discharged by payment or through appropriate bond within thirty (30) days from the date said lien is filed, then such failure should be deemed a default in the performance of this Agreement.

3. Nothing in this Agreement shall be deemed or construed in any way as constituting the consent or request of the Lessor, express or implied by inference or otherwise, to any contractor, subcontractor, laborer, or material man for any specific improvement, alteration to or repair of the Leased Premises, or any part of the Leased Premises.

J. INDEMNITY AND INSURANCE BY LESSEE.

1. Indemnification. Lessee further covenants and agrees to indemnify and hold the City, its members, officers, employees, and agents of each, forever harmless from and against all liabilities, claims, judgments, costs, damages, fines, penalties, and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to, or recovered from the foregoing by reason or on account of damages to or destruction of the property of the City, or the property of, injury to, or death of any person, resulting or arising from Lessee' use, occupancy, operation, or maintenance of the Leased Premises, including the work, acts, or omissions of Lessee' officers, agents, employees, contractors, subcontractors, operators, except when proximately caused by the City's negligence. The City will refer to Lessee promptly upon notice thereof, any claim made, or suit instituted against the City which, in any way, affects Lessee or its insurer, and Lessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Lessee shall pay all attorneys' fees and costs incurred by the City in its defense of any such action and in the recovery of all amounts owed by Lessee to the City under this Agreement. Any final judgment rendered against the City for any cause for which Lessee is liable hereunder shall be conclusive against Lessee as to a liability and amount. In addition to and without limiting the generality of any other provisions of this Lease Agreement, Lessee shall and hereby does indemnify and hold the City harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, and costs and expenses of response, remedial and corrective work, and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those terms are defined in Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) and the rules and regulations promulgated thereunder, as from time to time amended).

2. Insurance. Lessee shall procure and maintain in effect, at their own expense, for the term of this Agreement, Workers Compensation Insurance as required by Florida Statutes, or adequate Employee's Liability Insurance; Public Liability Insurance; and Property Damage Insurance covering all of Lessee's activities and the Leased Premises at the Airport. Lessee agrees to maintain general liability insurance coverage of $1,000,000 for each occurrence and over $2,000,000 general aggregate, as well as the required Auto insurance.

The Lessee shall maintain such insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessor. Coverage is to be written on the broadest liability form including but not limited to products liability, blanket contractual, and independent contractors. All policies shall include the City of Kissimmee as an additional insured as its interests appear. Lessee shall furnish Lessor with a Certificate of Insurance from the Lessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessor, shall submit to the Lessor, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessor. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Agreement as compared to similar airports.

K. COMPLIANCE WITH LAW, RULES AND REGULATIONS. Lessee shall, at its sole expense, observe and comply with the ordinances, statutes, rules, and regulations of all governmental authorities including Lessor which are applicable to the conduct of Lessee's business and in addition, those rules, and regulations of the Lessor not inconsistent with the provisions of this Agreement. Any penalties and costs levied as a result of the Lessee's breach of any terms or covenants contained within this Agreement shall be borne by Lessee. Lessee will ensure the integrity of the Airport perimeter security at all times. This includes ensuring all gates, to include pedestrian gates, remain locked at all times unless monitored by an employee of the Lessee. Personnel vehicles of Lessee's employees, customers or contractors will not be parked on the airside.

L. RENOVATIONS.

1. All proposed renovation, refurbishing, alterations, remodeling, and construction shall be reviewed and approved by the Director and may also have to be reviewed and approved by the City Building Official, to include obtaining a Building Permit from the City.

2. The parties agree that all renovations, refurbishments, improvements, additions, fixtures, and alterations to Leased Premises shall be deemed to be attached to the freehold and shall, at the termination of this Lease, become property of the Lessor to the extent as if the Leased Premises and its renovations, refurbishments, improvements, additions, fixtures, and alterations had been erected and installed on the Leased Premises prior to the execution of this Agreement.

3. Lessee expressly assumes full responsibility for all damages and injuries that may result to any person or persons or to adjoining property by reason of the excavation for, and the erection, construction, alteration, renovation, refurbishment, improvement, or maintenance of any building, pursuant to or under this Agreement, and shall indemnify Lessor against any and all claims arising from such actions.

PART EIGHT
OBLIGATIONS OF LESSOR

A. OPERATION AS A PUBLIC AIRPORT. Lessor covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by Lessor to the United States Government under the Federal Airport Act.

B. ENTRY AND INSPECTION. Lessor shall have the right to enter upon and inspect the Leased Premises at any reasonable time, with twenty-four (24) hours' notice during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Lessee. The Lessor shall not, during the course of any such inspection, unreasonably interfere with the Lessee's use and enjoyment of the Leased Premises.

PART NINE
DAMAGE OR DESTRUCTION OF LEASED PREMISES

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm, or other force of the elements or by the public enemy or from any cause not caused by the Lessee or Lessee's agents, assigns, contractors, guests, or invitees, so as to adversely affect the Lessee's use of its exclusive space therein even though not rendering such space untenantable, such damage shall be promptly repaired with due diligence by the Lessee at its own cost and expense. If damage caused shall be so extensive as to render the Lessee's exclusive space untenantable, but nevertheless capable of being repaired and made tenantable within a period of sixty (60) days, the Lessee shall repair the damage at its own cost and expense. The rent payable shall be proportionately paid up to the time of such damage but shall thenceforth cease until such time as such building and space shall restored. If the Leased Premises are completely destroyed or so damaged that it will and does remain untenantable for a period of more than sixty (60) days, Lessee shall have the right to terminate this Agreement upon written notice to Lessor within sixty (60) days from the date so such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Lessee, and Lessee shall, at its own cost and expense, promptly repair with due diligence all such damages resulting from its act of said character. Lessee shall not be obligated to expend more on repair or restoration than the amount of any insurance proceeds received by Lessee.

PART TEN

TERMINATION OF AGREEMENT, ASSIGNMENT, AND TRANSFERS

A. TERMINATION. This Agreement shall terminate without action by either party at the end of the initial term or any renewal term.

B. TERMINATION BY LESSEE. Lessee may terminate this Agreement after:

1. Material default by Lessor in the performance of a covenant or agreement herein required to be performed by Lessor and the failure of Lessor to remedy such default for a period of sixty (60) days after receipt of written notice of default from Lessee. Unless Lessor is diligently attempting to remedy such default in which case Lessor shall be allowed such reasonable time as may be required.

2. Upon Lessee giving ninety (90) days written notice to the Lessor pursuant to PART TWELVE (G) of this Agreement and immediately upon or after the occurrence of either of the following events:

    a. The failure or refusal of the Federal Aviation Administration (FAA) to permit the Lessee to operate into, from, or through the Kissimmee Gateway Airport

    b. The duly enactment and implementation of a City, State, or Federal law, order, rule or regulation which is directly binding on the Leased Premises and the operation of the Lessee which directly results in the inability of the Lessee to use the Leased Premises for a period longer than one hundred eighty days (180) days during which time rent will abate.

C. EXERCISING LESSEE'S RIGHTS OF TERMINATION. Lessee may exercise such right of termination by written notice to Lessor at any time after the occurrence of any such events and the Agreement shall terminate as of the date notice is received by the Lessor.

D. TERMINATION BY LESSOR. Lessor may terminate this Agreement in the event Lessee shall:

1. Be in arrears in the payment of the whole or any part of the rent or other fees, payments, or sums due for a period of sixty (60) days after written notice and the time such payments become due;

2. Make a general assignment for the benefit of creditors;

3. File a voluntary or involuntary petition in bankruptcy;

4. Abandon the Leased Premises;

5. Default in the performance of any of the covenants, agreements and conditions required herein to be kept and performed by Lessee, and such default continues for

a period of thirty (30) days after receipt of written notice from Lessor of said default, unless Lessor is diligently attempting to remedy such default in which case Lessor shall be allowed such reasonable time as may be required;

6. Appoint or to cause the appointment of a receiver for Lessee;

7. Violate local, state, federal, or Lessor's laws, statutes, ordinances, rules, and regulations not inconsistent with the provisions of this Agreement and such default continues for a period of sixty (60) days after receipt of written notice from Lessor of said default.

8. Failure by Lessee to initiate and/or continue to design, engineer, permit, and construct the Facility using commercially reasonable efforts within twenty (20) months of the Effective Date.

E. WAIVER OF STATUTORY NOTICE TO QUIT. In the event Lessor exercises its option to terminate this Agreement upon the happening of any of the events set forth in Section D of this Article, Termination by Lessor, a notice of termination shall be sufficient to terminate this agreement. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessor. Lessor will be given access to leased premises to remove its property following termination.

F. SUBLETTING AND ASSIGNMENT. Subject to the provisions of Article V of this instrument, Lessee may not rent or sublease the Leased Premises without the prior written consent of the Lessor, said consent shall not be withheld, conditioned or delayed. Any sublease shall be in the form substantially similar to the attached **Exhibit "C".** Lessee may, with the prior written consent of Lessor, assign this Agreement; in such event, Lessee shall remain liable to Lessor for the remainder of the term of the Agreement to pay to Lessor any portion of the rental and fees not paid by the assignee when due. The assignee shall not assign the Agreement except with the prior written consent of the Lessor, and any assignment by the Lessee shall contain a provision to this effect. Further, any assignee of the lease shall be bound by the terms and conditions of this Agreement.

PART ELEVEN
RIGHTS UPON TERMINATION

A. LEASED PREMISES. Subject to the provisions of Article Five, of this instrument, it It is the intent of this Agreement that the Leased Premises shall be and remain the property of Lessor during the entire term of this Agreement and thereafter.

B. REMOVAL OF PERSONAL PROPERTY. Upon the expiration or termination of this Agreement, all buildings, improvements, and fixtures constructed or placed upon Leased Premises shall revert, free and clear of any mortgage or lien, to Lessor. At the termination of this Agreement for any reason, after payment of all rents and charges, Lessee shall have the right, within thirty (30) days thereafter to remove any of its office supplies, goods, furniture, machinery, equipment, and signs installed on the Lease Premises by Lessee, but shall repair at its own expense all damage caused by such removal. Any such personal property not removed by Lessee within such time shall become the property of the Lessor.

C. LANDLORD LIEN. If the Lessee has not fully paid all the rents and charges pursuant to this Agreement, then the Lessor shall be entitled to a landlord lien for the purpose of securing the payment of all rents and charges. Lessor shall have the right to seize, hold, and liquidate such personal property possessed or owned by Lessee to satisfy any obligations of the Lessee and the costs incurred to perfect this landlord lien. Any excess funds from this liquidation shall be turned over to the Lessee.

PART TWELVE
GENERAL PROVISIONS

A. LESSOR'S RESERVED RIGHTS.

1. City reserves the right: (i) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, and provided that City shall use reasonable efforts to preserve Lessee's rights hereunder, City shall be free from any and all liability to Lessee for loss of business or damages of any nature whatsoever to Lessee occasioned by the making of such improvements, repairs, alterations and additions, unless such loss or damages are caused by the negligence or willful misconduct of the City, (ii) to establish such fees and charges for the use of the Airport by Lessee (excluding any additional charge for the use of the Leased Premises) and all others similarly situated from time to time as City may deem advisable, and (iii) for itself and others to utilize and maintain any utility and drainage easements located on the Leased Premises, and (iv) to run water, sewer, electrical, telephone, gas, drainage and other lines under or through the Leased Premises and to grant necessary utility easements therefore, provided that in the exercise of such rights, Lessee's use of the Leased Premises and any Improvements shall not be unreasonably impaired and any damage to the Leased Premises or any Improvements caused by City as a result thereof shall be repaired without cost to Lessee.

2. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the terms relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be reimbursement to Lessor for federal funds for the development of the Airport.

B. NON-INTERFERENCE WITH OPERATION OF AIRPORT. Lessee by accepting this Agreement expressly agrees for itself and its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the reasonable expense of Lessee.

Lessor shall maintain and keep in repair the landing area of the Airport and shall have the right to direct and control all activities of the Lessee in this regard.

C. NONEXCLUSIVE RIGHT.

The Lessee expressly agrees on behalf of itself and its successors and assigns that to the extent it has any rights under this Agreement to conduct any activity on the Airport property, such rights are nonexclusive, and City has reserved the right to grant similar rights to others at the Airport. The provisions of this subsection shall not confer any rights on Lessee which have not been expressly granted to Lessee elsewhere in this Agreement.

D. WAIVER OF JURY TRIAL, VENUE. It is mutually agreed by and between Lessee and Lessor that each of the parties do hereby waive trial by jury in any action, proceeding, or claim which may be brought by either of the parties hereto against the other on any matters concerning or arising out of this Agreement. Venue of all actions shall be Osceola County, Florida.

E. TAXES, LICENSES, AND PERMITS. Lessee shall pay all personal property taxes which may be assessed against merchandise, or other personal property belonging to the Lessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Agreement, such taxes shall be paid by Lessee. Lessee shall obtain and pay for all license, permits, fees, or other authorization or charges as required under federal, state, or local laws and regulations insofar as they are necessary to comply with the requirements of this Agreement and the privileges extended hereunder.

F. PARAGRAPH HEADINGS. The paragraph headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

G. NOTICE. Whenever any notice is required by this Agreement to be made, given, or transmitted, such notice shall be served by Certified or Registered Mail with return receipt, addressed to the Lessor in following manner:

Director of Aviation
Kissimmee Gateway Airport
401 Dyer Boulevard
Kissimmee, FL 34741-4613

and notices, consents and approvals to addressed to Lessee in the following manner:

____
Kissimmee, FL 34741

or such other addresses as the parties may designate to each other in writing.

H. FLORIDA LAW. This Agreement shall be interpreted in accordance with the laws of the State of Florida.

I. SUCCESSORS AND ASSIGNS. All of the terms, covenants, and agreements herein contained shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

J. ATTORNEY FEE PROVISION. In the event that any proceeding at law or in equity arises hereunder or in connection herewith (including any appellate proceeding or bankruptcy proceeding) the prevailing party shall be awarded costs, reasonable expert fees and reasonable Attorney's Fees incurred in connection therewith.

K. RADON GAS NOTICE. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

L. PUBLIC ENTITIES CRIME NOTICE. The Lessee acknowledges the following notice:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of $35,000 for a period of 36 months from the date of being placed on the convicted vendor list.

M. BROKER LANGUAGE. City and Lessee represent and warrant to each other that they have dealt with no broker in connection with this Agreement and the transactions contemplated hereby, and each agrees to indemnify and hold the other harmless in the event its representation and warranty contained herein is not true.

N. ESTOPPEL PROVISION. At the request of either party, the other shall with reasonable promptness deliver to the requesting party a written and acknowledged statement that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that to the best of the responding party's knowledge, the requesting party is not in default under this Agreement (or if the responding party has knowledge that the requesting party is in default, identifying the default), and providing such other information with respect to the Agreement and the relationship between City and Lessee as may reasonably be requested. In addition, at the City's request, Lessee shall promptly execute and return to City a short form memorandum of this Agreement which may be recorded in the public records of Osceola County, Florida in City's sole discretion.

O. ENGINE RUNUPS. Except to the extent that noise restrictions of any governmental City having jurisdiction thereover may preclude or limit the same, Lessee shall have the right to conduct engine runups at the Leased Premises, and/or the nonexclusive right in common with others, to conduct engine runups on the Airport at such location or locations as City may designate from time to time for such purposes, in reasonable proximity to the Leased Premises on the Airport, and subject to the reasonable rules and regulations of City.

P. EFFECTIVE DATE. The Effective Date shall mean the date that the last party fully executes this Agreement.

Q. AUTHORITY. Lessor warrants that it has the right and authority to execute this Lease, and Lessee, upon payment of the required rents and subject to the terms, conditions, covenants contained in this Lease, shall have the right to peaceably and quietly hold and enjoy the Leased Premises during the Term and neither Lessor nor Lessor's agents, nor any party claiming under or through Lessor, shall disturb the Lessee or occupancy of the Leased Premises by Lessee. Lessor warrants that Lessee's intended use does not violate any zoning or other governmental laws or regulations which govern the Leased Premises.

PART THIRTEEN
ENVIRONMENTAL MATTERS

A. HAZARDOUS MATERIALS COVENANTS. Lessee hereby represents and warrants to Lessor that that the Leased Premises will not be used or operated in any manner that will result in the storage, use, treatment, or manufacture, in violation of applicable provisions of applicable Laws (hereinafter defined), of any Hazardous Materials (hereinafter defined) upon the Leased Premises or any portion thereof, or which will result in Hazardous Materials Contamination (hereinafter defined) in violation of applicable provisions of all Laws. Lessee, for itself, and on behalf of all Lessee Parties (hereinafter defined) shall comply with the applicable provisions of all environmental laws or regulations applicable to the Leased Premises (collectively, **"Laws"**). For purposes hereof, the term **"Hazardous Materials"** shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24, §6901, et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) urea formaldehyde; (vi) intentionally omitted; (viii) intentionally omitted; and (viii) any other substance which is defined as hazardous, toxic, infectious, or radioactive by any Laws applicable to the Leased Premises. The term **"Hazardous Materials Contamination"** shall mean and refer to any contamination of the Leased Premises and/or the soil, surface water, ground water, air, or other elements of adjacent lands, or any other property, resulting primarily as a result of a release or discharge of Hazardous Materials by Lessee or any Lessee Parties during the Term.

D. HAZARDOUS MATERIAL INDEMNIIFCATION. In addition to and without limiting the generality of any other provisions of this Agreement, Lessee shall and hereby does indemnify and hold the City harmless from and against any damages, expenses, fees, claims, demands, causes of action, judgments, costs, fines, penalties, and liabilities, including, but not limited to, reasonable attorneys' fees and costs of litigation actually incurred by Lessor, and the actual third-party costs and expenses of response, remedial, and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Lessee or Lessee's employees, agents, delegates, invitees, licensees, concessionaires, contractors, or representatives (collectively, the **"Lessee Parties"**), of any Hazardous materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Leased Premises because of the acts or omissions of Lessee and any Lessee Parties. The provisions of this Section shall survive any acquisition of the Leased Premises by the City, and such provisions shall remain in full force and effect as long as the possibility exists that the City may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs, liabilities, and all losses. Notwithstanding the foregoing or anything to the contrary in this Lease, Lessee shall have no responsibility, obligations for or from, and/or any duty to indemnify, hold harmless, or defend the City or any other person or party, arising from or out of: (A) violations of Laws by any person or entity other than Lessee and/or any Lessee Parties; (B) the discharge or release of any Hazardous Materials by any person or entity other than Lessee and/or any Lessee Parties; (C) any Hazardous Materials Contamination occurring before or after the Term, or by any person or entity other than Lessee and/or any Lessee Parties.

E. ENVIRONMENTAL REPORTS. Upon execution of this Agreement, Lessee is deemed to have accepted the land. Within thirty (30) days of the expiration of this Agreement, Lessee shall deliver an environmental report equivalent to Phase I (and Phase II if warranted by Phase I), to include borings to establish the environmental condition of the Leased Premises as of expiration of the Agreement ("Baseline"). In the event it is determined during the Agreement or as a result of the Baseline that the Leased Premises contains pollutants in amounts which violate any Laws, including any applicable Federal, State or local governmental standards, Lessor shall be responsible for any and all remedial action with respect to any Environmental Problem at the Leased Premises which exists prior to the date of this Agreement.

Signature page to follow

IN WITNESS THEREOF, the parties now sign, agree to, and enter into this Agreement on the day and year first above written.

COMPANY

____
Person

State of ___________)
County of __________)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ______ day of ____________________, 2026, by Thomas R. Brandon, of **SABAL AVIATION KISSIMMEE, LLC**, a corporation organized under the laws of the State of Florida, who is ☐ personally known to me or ☐ who has produced _____________________________ as identification, and acknowledged before me that they executed the foregoing instrument as such officer in the name and on behalf of the corporation.

Seal:

____
Notary Public, State of Florida

CITY OF KISSIMMEE, FLORIDA

____

Jackie Espinosa
Mayor-Commissioner

ATTEST:

____
City Clerk

Approved as to form and legality

____
City Attorney

Exhibit "A"

[Leased Premises Exhibit"]

Exhibit "B"
FAA Required Contract Provisions
GENERAL CIVIL RIGHTS PROVISIONS

If and to the extent applicable as a matter of law, the Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee shall be obligated in the same manner as the Lessee.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964, if and to the extent applicable as a matter of law.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Lessee"), agrees as follows, if and to the extent applicable as a matter of law:

Compliance with Regulations: The Lessee (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The Lessee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-Lessees, including procurements of materials and leases of equipment. The Lessee will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Lessee for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential sub-Lessee or supplier will be notified by the Lessee of the Lessee's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

Information and Reports: If and to the extent applicable as a matter of law, the Lessee will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Lessee is in the exclusive possession of another who fails or refuses to furnish the information, the Lessee will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a Lessee's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Lessee under the contract until the Lessee complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The Lessee will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Lessee will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Lessee becomes involved in, or is threatened with litigation by a sub-Lessee, or supplier because of such direction, the Lessee may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Lessee may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that:

   a. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed herein if and to the extent applicable as a matter of law, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above Nondiscrimination covenants, the Aviation City will have the right to terminate the Agreement and to enter, re-enter, and repossess

said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

1. The Lessee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the Leased Premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities set forth herein if and to the extent applicable as a matter of law.

2. In the event of breach of any of the above nondiscrimination covenants, the Aviation City will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon and hold the same as if said Lease had never been made or issued.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the Lessee agrees to comply with the following non-discrimination statutes and authorities if and to the extent applicable as a matter of law, such may be amended from time to time upon thirty (30) days' advanced written notice to Lessee:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (Prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

Exhibit "C"

[Form Sublease]

KISSIMMEE GATEWAY AIRPORT
SUBLEASE AGREEMENT

THIS KISSIMMEE GATEWAY SUBLEASE AGREEMENT (the "Sublease") is made this ___ day of_____________, 2026_ (the "Commencement Date") by and between ______________________ a ___________________existing by and under the authority of the laws of the State of_____________, whose business address is ____________________ (the "Lessee" or "Tenant") and _______________________, a limited liability corporation existing by and under the authority of the laws of the State of Florida (the "Sub-Lessee").

WITNESSETH

WHEREAS, the Lessee has entered into that certain Lease Agreement (hereinafter "Primary Lease") dated -------- with the City of Kissimmee, a municipal corporation of the State of Florida (hereinafter the "City"), for property at the Kissimmee Gateway Airport, (hereinafter the Leased Premises); and

WHEREAS, the CITY is willing to grant approval of Sublease Agreements, provided that Sublessees' use and occupancy of such space shall be subject to all of the terms, conditions, and limitations of Lessee's Primary Lease Agreement with CITY and those terms and conditions are a binding part of this Sublease Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE 1
LEASED PREMISES

The Lessee hereby subleases to the Sublessee and the Sublessee subleases from the Lessee the Leased Premises more particularly described in **Exhibit "A"** which is attached hereto and made a part hereof by reference.

Sublessee acknowledges that the City reserves the right to reduce or otherwise adjust the area included in the Leased Premises as determined by the for construction of Airport Projects, including, but not limited to the future Air Traffic Control Tower construction. If the rent is based on the area of the Leased Premises, then the rent shall be reduced in proportion to the reduction of the total area.

Sublessee acknowledges that it is accepting the Leased Premises and the improvements located thereon "as is" and that the Lessee has made no representations or warranties respecting the suitability thereof for Sublessees purposes and that, except as specifically provided herein, the Lessee has no obligation whatsoever to repair, maintain, renovate or otherwise incur any cost or expense with respect to the Leased Premises, any leasehold improvements, or fixtures, furnishings or equipment installed or used on the Leased Premises. Lessee does not warrant the availability of any utilities nor when they might be available.

ARTICLE 2
USE

The Leased Premises and the Facility shall be used by Sublessee for the purpose of conducting AIRCRAFT STORAGE activities in strict accordance with the City's Minimum Aeronautical Service Standards for Aeronautical Sublessees at Kissimmee Airport as they do now and may hereinafter exist, for the renting or leasing of automobiles in connection therewith, and for such other uses incidental thereto as the Lessee may from time to time approve in writing but for no other purpose.

ARTICLE 3
TERM

This Sublease term shall commence on ____________________, 2026, and terminate on _____________________ (the "Term").

Sublessee is hereby granted an exclusive first option to renew this Sublease upon all the existing terms and conditions, excluding rent for ground and improvements for one (1) additional term of ten (10) years (the "Option Term"). This Option Term shall be exercised by written notice to the Lessee not less than one hundred twenty (120) days prior to expiration of the existing Term.

In the event Sublessee shall continue to occupy the Leased Premises beyond the Term of this Sublease after Lessee gives written notice to vacate, such holding over shall not constitute a renewal of this Sublease but shall be month-to-month tenancy only. The amount of rent to be paid during this holdover period shall equal one and a half (1-1/2) times the normal monthly rent chargeable at the termination of the Sublease.

ARTICLE 4
RENT

4.1. Base Rent; Late Charge; Sales Tax. Commencing on the Commencement Date, Sublessee agrees to pay Lessee $_______ per month as base rent (the "Base Rent") for the first year of the Sublease. The Base Rent is due on or before the first day of each and every month during the Term of the Sublease, plus the prorated amount of Base Rent for any partial month if the Commencement Date of this Sublease is other than the first day of the month. In addition, Sublessee shall, during the entire Term of the Sublease, and any renewal terns, be responsible for the payment of Operating Expenses[i] (the Base Rent and Operating Expenses shall be considered Rent as that term is used in Florida Statute Chapter 83 and shall sometimes be collectively referred to as the "Rent"). Unless otherwise expressly provided, all monetary obligations of Sublessee to Lessee under this Sublease, of any type or nature, other than Base Rent, shall be designated as "Additional Rent."

In the event the monthly Rent payment is not paid within five (5) days after it is due, Sublessee agrees to pay a late charge of five (5%) percent of the amount of the payment due. Sublessee further agrees that the late charge imposed is fair and reasonable, complies with all laws, regulations and statutes, and constitutes an agreement between Lessee and Sublessee as to the estimated compensation for costs and administrative expenses incurred by Lessee due to the late payment of Rent by Sublessee. Sublessee further agrees that the late charge assessed pursuant to this Sublease is not interest, and the late charge assessed does not constitute a lender or borrower/creditor relationship between Lessee and Sublessee and may be treated by Lessee as Additional Rent owed by Sublessee. The late charge is not intended to cover Lessee's attorneys' fees and costs relating to delinquent Rent. Acceptance of any late charge shall not constitute a waiver of Sublessee's default with respect to such late payment by nor prevent Lessee from exercising any other rights or remedies available to Lessee under this Sublease. Sublessee shall, together with each payment of Rent, pay to Lessee all sales, use or other taxes pertaining to the Rent which shall be remitted by Lessee to the Florida Department of Revenue or other appropriate taxing authority. No security or guaranty which may now or hereafter be furnished to Lessee for the payment of Rent due hereunder or for the performance by Sublessee of the other terms of this Sublease shall in any way be a bar or defense to any of Lessee's remedies under this Sublease or at law. Sublessee's covenant to pay Rent and all other amounts due under this Sublease (including, without limitation, Base Rent and Additional Rent) is independent of all other covenants contained in this Sublease.

4.2. Ownership, operation, management and maintenance of the Building and Property. By way of explanation and clarification, but not by way of limitation, Operating Expenses will include the costs and expenses incurred for the following: Real Estate Taxes. The term "Real Estate Taxes" shall mean all ad valorem and non-ad valorem taxes, assessments, and other charges by any governmental authority, including real and personal property taxes, transit and other special district taxes, franchise taxes, and solid waste assessments that are imposed on the Building on the Leased Premises or on any part or all of the Leased Premises. If a tax shall be levied against Lessee in substitution in whole or in part for the Real Estate Taxes or otherwise as a result of the ownership of the Leased Premises, then the other tax shall be deemed to be included within the definition of "Real Estate Taxes." "Real Estate Taxes" shall also include all costs incurred by Lessee in contesting the amount of the assessment of the Building or Property made for Real Estate Tax purposes, including attorneys', consultants', and appraisers' fees; trash and garbage removal (including dumpster rental) and recycling; security; repairs, maintenance, and alterations of the Leased Premises; amounts paid under easements or other recorded agreements affecting the Leased Premises; improvements required by law; improvements in security systems; landscaping, including fertilization and irrigation supply and maintenance; parking garage and surface parking area maintenance and supply; all utilities servicing the Leased Premises; service and maintenance contracts for the Leased Premises; legal, accounting, and administrative costs; maintenance, repair and replacement of the HVAC systems; and a fuel dumpage fee for each gallon of aviation fuel delivered to the Leased Premises each calendar month.

4.3. Base Rental Adjustment. Lessee and Sublessee recognize and agree that the purchasing power of the United States dollar is evidenced by the Consumer Price Index - Urban Wage Earners and Clerical Workers ("price index") as published by the United States Department of Labor's Bureau of Labor Statistics. Commencing on the first anniversary of the Commencement Date (provided such anniversary date falls on the first day of the month, otherwise on the first day of the following month) and each and every anniversary thereafter, the Base Rent shall increase in the same proportion as said price index has increased when compared with the price index with the previous year to the then current year, including the Option Term, if exercised. In no event, however, shall the Annual Rent increase be more than ten percent (10%) on any Adjustment Year.

4.4 Payment Without Notice or Demand. The Rent called for in this Sublease shall be paid to Lessee without notice or demand, and without counterclaim, offset, deduction, abatement, suspension, deferment, diminution or reduction. Sublessee hereby waives all rights now or hereafter conferred by statute or otherwise to quit, terminate or surrender this Sublease or the Leased Premises or any party thereof, or to any offset, deduction, abatement, suspensions, deferment, diminution or reduction of the Rent on account of any such circumstances or concurrence.

4.5 Place of Payment of Rent. All payments of Rent shall be made and paid by Sublessee to Lessee at ________________ or at such other place as Lessee may, from time to time, designate in writing to Sublessee. All Rent shall be payable in current legal tender of the United States, as the same is then by law constituted. Any extension, indulgence, or waiver granted or permitted by Lessee in the time, manner or mode of payment of Rent, upon anyone (1) or more occasions, shall not be construed as a continuing extension, indulgence or waiver, and shall not preclude Lessee from demanding strict compliance herewith.

ARTICLE 5
OBLIGATIONS OF SUBLESSEE

5.1 Taxes, Assessments and Fees. Sublessee shall, at its own expense and at all times during the term of this Sublease, pay all lawful taxes and assessments and fees levied against the Leased Premises as well as all taxes and assessments levied against the personal property used by Sublessee in its operation on the Leased Premises. None of the terms, covenants or conditions of the Sublease shall be construed as a release or waiver on the part of the Lessee of the right to assess, levy or collect any license, personal, intangible, occupation or other tax which shall be lawfully imposed on the business or property of Sublessee.

5.2 Maintenance and Repair. Sublessee shall be solely responsible, at its own cost and expense, for performing all maintenance, repair and replacement of the Leased Premises and all improvements located on the Leased Premises (including all paved areas, whether now existing or hereinafter constructed) required to keep the same in attractive, safe and sanitary condition, and all such maintenance, repair and replacement shall be of quality at least equal to the original in materials and workmanship. All exterior paint colors shall be subject to the prior written approval of the Lessee.

5.3 Utilities. Sublessee shall be solely responsible for and pay all charges for utilities to the Leased Premises, including but not limited to all charges pertaining to the providing of sewer, water, gas, electric, and telephone service.

5.3 Trash and Garbage Removal. Sublessee shall maintain the Leased Premises in a safe, neat and slightly condition and shall not permit the accumulation of any trash, ashes, or debris on the Leased Premises, and shall remove such debris to a disposal site off of the airport property. Sublessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, of all trash, garbage and other refuse caused as a result of its operation. Sublessee shall provide and use suitable- covered metal receptacles located in an area designated by Lessee for all such garbage, trash and other refuse. Piling of boxes, cartons, barrels, or other similar items in an unsightly or unsafe manner on or about the Leased Premises shall not be permitted.

5.4 Access. Sublessee and their employees and invitees shall, subject to the reasonable rules and regulations of the Lessee and the City, have the right to access, ingress and egress to and from the Leased Premises.

5.5 Security. Sublessee has control access to the Leased Premises and is responsible for limiting access to authorized individuals only. All Sublessee employees and invited persons will ensure gates are secured at all times, to include blocking automatic gates, upon egress and ingress, until the gates are securely closed. Sublessee will comply with all reasonable Lessee requests to preserve and ensure airport perimeter security.

5.6 Minimum Standards/Rules and Regulations. Sublessee covenants and agrees to observe and comply with all Minimum Standards for the Airport as the same may now exist and as they hereinafter be amended or revised, and with all reasonable rules and regulations of the Lessee which now exist or may hereinafter promulgated from time-to-time governing safe conduct on and operations at the Airport and the safe use of its facilities. Sublessee shall be responsible for all expenses in connection with the use of the Leased Premises and exercise of the operating rights granted.

5.7 Non-Discrimination. The Sublessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration thereof, does hereby covenant and agree that (1) no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over or under such land and the furnishing of services therein, no person on the grounds of race, creed, color, national origin, sex, age, or handicap shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination; (3) that the Sublessee shall use the Leased Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-Discrimination in Federally- assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

The Sublessee agrees to furnish service on a fair, equal, and nondiscriminatory basis to all users thereof and to charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the Sublessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

5.8 Handling and Storage of Petroleum Products and Other Materials By Sublessee. Sublessee shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it in accordance with all applicable federal, state, local, Lessee, statutes, regulations, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Airport or property adjacent to the Airport through activities of the Sublessee, the Sublessee shall be responsible for the cleanup, containment and otherwise abatement of such contamination oat Sublessee's sole cost and expense. Further, Sublessee shall notify the Lessee and appropriate governmental agency of such occurrence immediately. Should the Sublessee fail to do so, the Lessee may take any reasonable and appropriate action in the Sublessee's stead. The cost of such remedial action by the Lessee shall be paid by the Sublessee.

5.9 Indemnity and Insurance By Sublessee. Sublessee further covenants and agrees that Sublessee shall indemnify and save forever harmless the Lessee from any and all claims for damages of any kind or nature which may hereafter be made against Lessee on account of any personal injuries (including wrongful death) or property damage resulting from the use of the Leased Premises, and for his purpose Sublessee shall procure and maintain in effect for the term of this Sublease, with insurance carriers acceptable to Lessee, Workers Compensation Insurance as required by the statutes of the State of Florida, or adequate Employee's Liability Insurance; Public Liability; Property Damage covering all of Sublessee's activities and the Leased Premises. Policy limits will be as set forth in the Minimum Aeronautical Service Standards for Aeronautical Sublessees at Kissimmee Gateway Airport. The Sublessee shall maintain such insurance with insurance underwriters authorized to do business in the State of Florida satisfactory to the Lessee. Coverage is to be written on the broadest liability form including but not limited to products liability, hangar keepers' liability, blanket contractual, independent contractors and aviation non-ownership. All policies shall include the Lessee as an additional insured as its interests appear. Sublessee shall furnish Lessee with a Certificate of Insurance from the Sublessee's carrier indicating that there is such insurance coverage as hereinbefore provided, and if requested by the Lessee, shall submit to the Lessee, a true copy of the above insurance coverage. Said Certificate of Insurance shall provide that the policy of policies cannot be canceled or materially modified except upon thirty (30) days advance written notice by registered or certified mail to the Lessee. The dollar amount of liability insurance coverage shall be reviewed on a periodic basis and modified, if necessary, based upon escalating costs and limits for the uses as provided in this Sublease as compared to similar airports.

5.10 Compliance With Law, Rules, and Regulations. Sublessee shall, at its sole expense, observe and comply with the statutes, rules and regulations of all governmental authorities applicable to the conduct of Sublessee's business and in addition, those rules, ordinances, and regulations of the Lessee not inconsistent with the provisions of this Sublease. Any penalties and costs levied as a result of the Sublessee's breach of any of the above shall be borne by the Sublessee.

ARTICLE 6
OBLIGATIONS OF LESSEE

6.1 Operation As A Public Airport. Sublessee covenants and agrees that at all times it will operate and maintain the Airport as a public airport consistent with and pursuant to the Sponsor's Assurances given by the U.S. Government under the Federal Airport Act.

6.2 Entry and Inspection. Lessee and City shall have the right to enter upon and inspect the Leased Premises at any reasonable time during the term hereof for any purpose necessary, incidental to or connected with the performance of its obligations hereunder or in the exercise of its governmental functions and, upon reasonable notice to Sublessee. The Lessee shall not, during the course of any such inspection, unreasonably interfere with the Sublessees use and enjoyment of the Leased Premises.

6.3 Maintenance By Lessee. Sublessee will maintain and keep the Leased Premises in good repair except for the maintenance obligations of Sublessee as set forth in this Sublease. In no event, however, shall Lessee be required to maintain or repair damage caused by the negligent or willful act of Sublessee, its agents, servants, invitees or customers. However, if due to any negligent or willful act by the Sublessee, its agents, servants, invitees or customers, there is a need for maintenance or repair of damage, then Sublessee shall do such maintenance or repair in a prompt, reasonable manner.

ARTICLE 7
DAMAGE OR DESTRUCTION OF LEASED PREMISES

If the Leased Premises shall be partially damaged by fire, flood, lightning, windstorm or other force of the elements or by the public enemy or from any cause not brought about by the Sublessee so as to adversely affect the Sublessee's use of its exclusive space therein even though not rendering such space unleasable, such damage shall be promptly repaired with due diligence by the Sublessee at its own cost and expense. If damage caused shall be so extensive as to render the Sublessee's exclusive space unleasable, but nevertheless capable of being repaired and made unleasable within a period of sixty (60) days, the Sublessee shall repair the damage with due diligence at its own cost and expense. In case the Leased Premises are completely destroyed or so damaged that it will and does remain unleasable for a period of more than sixty (60) days, either party shall have the right to terminate this Sublease upon written notice to the other within sixty (60) days from the date of such damage or destruction. Nothing in this Article shall apply to damages to the Leased Premises caused by the acts of the Sublessee, and Sublessee shall, at its own most and expense, promptly repair with due diligence all such damages resulting from its act of said character.

ARTICLE 8
TERMINATION OF SUBLEASE ASSIGNMENT AND TRANSFERS

8.1 Termination. This Sublease shall terminate without action by either party at the end of the Term or any renewal term.

8.2 Termination By Sublessee. Sublessee may terminate this Sublease after the happening of one or more of the following events: The default by Lessee in the performance of any covenant of the Primary Lease required to be performed by Lessee and the failure of Lessee to remedy such default for a period of sixty (60) days after receipt from Sublessee or written notice to remedy the same.

8.3 Exercising Sublessee's Rights of Termination. Sublessee may exercise such right of termination by written notice to Lessee at any time after the occurrence of any such events and the Sublease shall terminate as of the date notice is received by the Lessee.

8.4 Termination By Lessee. Lessee may terminate this Sublease in the event Sublessee shall:

A. Be in arrears in the payment of the whole or any part of the rent or other payments required for a period of thirty (30) days after the time such payments become due;
B. Make a general assignment for the benefit of creditors;
C. Filing a voluntary or involuntary petition in bankruptcy;
D. Abandon the Leased Premises;

E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of thirty (30) days after receipt of written notice from Lessee or City of said default;

F. Appointment of receiver for Lessee; or

G. Violation of City or Lessee rules and regulations not inconsistent with the provisions of this Sublease and such default continues for a period of thirty (30) days after receipt of written notice from Lessee of said default.

8.5 Waiver of Statutory Notice to Quit. In the event Lessee exercises its option to terminate this Sublease upon the occurrence of any of the events set forth in this Article 8, a notice of termination shall be sufficient to terminate this Sublease. Upon such termination, Lessee agrees that it will forthwith surrender possession of the Leased Premises to Lessee. In this connection, Lessee expressly waives the receipt of any notice to quit or notice of termination which would otherwise be given by Lessee.

8.6 Subletting and Assignment. Except for the storage of aircraft[ii] , Lessee may not rent or sublease the Leased Premises.

ARTICLE 9
RIGHTS UPON TERMINATION

9.1 Leased Premises. It is the intent of this Sublease that the Leased Premises shall be and remain the property of Lessee during the entire term of this Sublease and thereafter.

9.2 Removal of Personal Property. At the termination of the Sublease for any reason, after payment of all rents and charges, Sublessee shall have the right, within thirty (30) days thereafter to remove any of its fixtures, furniture, machinery, equipment, and signs installed on the Leased Premises by Sublessee but shall repair at its own expense all damage caused by such removal. On termination of this Sublease, from whatever cause, the Lessee shall have the right, upon thirty (30) days notice, to require the Sublessee at the Sublessee's own expense to remove any of its fixtures, structures, additions and improvements, as well as all furniture, machinery, equipment and signs installed on the Leased Premises and the Sublessee shall repair at the Sublessee's own expense all damage to the Leased Premises caused by such removal. Any such personal property not removed by the Sublessee within such time shall become the property of the Lessee.

ARTICLE 10
GENERAL PROVISIONS

10.1 Lessee 's Reserved Rights.

A. Lessee at its sole discretion reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent Sublessee from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of Lessee would limit the usefulness of the Airport or constitute a hazard to aircraft.

B. This Sublease shall be subordinate to the provisions of the existing Primary Lease between the Lessee and the City, and any existing or future lease between Lessee, the City and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to Lessee for federal funds for the development of the Airport.

C. Non-interference With Operation of Airport. Sublessee by accepting this Sublease expressly agrees for itself, its successors and assigns that it will not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at the Airport or otherwise constitute a hazard. In the event this covenant is breached, the City and Lessee reserve the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of Sublessee.

D. Lessee shall maintain and keep in repair the landing area of the Airport and shall have the right to direct and control all activities of the Sublessee in this regard.

10.3 Non-Exclusive Right. Nothing contained in this Sublease shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by section 308 (a) of the Federal Aviation[iii] Act of 1958, as amended, and the Lessee reserves the right to grant to others the privilege and right of conducting any or all activities of an aeronautical nature.

10.4 Waiver of Jury Trial. Attorney's Fees and Costs. It is mutually agreed by and between Sublessee and Lessee 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 Sublease. In any such action the prevailing party shall be entitled to an award of attorney's fees and costs, including those incurred in appellate proceedings.

10.5 Taxes, Licenses, and Permits. Sublessee shall pay all personal property taxes which may be assessed against equipment, merchandise, or other personal property belonging to the Sublessee located on the Leased Premises, or other permitted portions of the Airport. In the event any real estate taxes are assessed against the land or improvements on the Leased Premises during the term of this Sublease, such taxes shall be paid by Sublessee. Sublessee shall obtain and pay for all licenses, permits, fees, or other authorization or charges as required under federal, state or local laws and regulations insofar as they are necessary to comply with the requirements of this Sublease and the privileges extended hereunder.

10.6 Paragraphs and Headings. The paragraphs and headings are for convenience in reference and are not intended to define or limit the scope of any provision of this Sublease.

10.7 Notice. Whenever any notice is required by this Sublease to be made, given or transmitted to the parties, such notice shall be served by Certified Mail, Registered Mail, Federal Express, with return receipt, addressed to:

To Lessee:

To Sublessee:

10.8 Florida Law & Venue. This Sublease shall be interpreted in accordance with the laws of the State of Florida. Venue shall be

10.9 Successors and Assigns. All terms, covenants and conditions contained in this Sublease shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

10.10 Time Is Of The Essence. Time is of the essence in the performance of all terms, covenants and conditions set forth in this Sublease.

ARTICLE 11
ENVIRONMENTAL MATTERS

11.1 Storage Tanks.

A. Sublessee agrees to comply with all applicable federal, state and local government regulations regarding above and underground storage tanks effective on the date of execution of this Sublease and as hereafter may be enacted or amended. Specifically, Sublessee agrees that all regulated above or underground storage tanks owned or operated by it and located on the Leased Premises or which might discharge on or under the Leased Premises, shall be registered with the appropriate federal, state and local authorities; shall be constructed of approved materials; shall, if existing, be appropriately retrofitted pursuant to current federal, state and local requirements; shall have an approved method of leak detection; and shall be made available for compliance inspection at all times during normal business hours. ("Approved" for purposes of this provision shall mean "determined to meet applicable federal and state environmental regulatory requirements. ") Further, Sublessee agrees to properly record, maintain and reconcile all inventory records required by appropriate federal, state, and local regulations and to make sure records available for inspection at the Leased Premises at all times during normal business hours.

B. Sublessee shall comply with the financial responsibility requirements set forth in 40 U.S.C. S280 by obtaining at least one million dollars ($1,000.000.00) of third-party liability insurance and one million dollars ($ 1,000,000.00) of restoration (cleanup) insurance as coverage for all petroleum storage tank activities conducted by Sublessee on or adjacent to the Leased Premises. Such insurance must be maintained in effect during the entirety of the term of this Sublease and proof of such insurance must be provided to Lessee prior to the operation or installation of any regulated above or underground petroleum storage tank on the Leased Premises. This insurance requirement may be satisfied by qualification for and compliance with the Florida Petroleum Liability Insurance and Restoration Program as established by Section 376.3072 Florida Statutes.

11.2 Indemnification. Sublessee agrees to indemnify and hold the Lessee, and the members, officers, employees and agents of each, harmless from and against all liabilities, claims, judgment, costs, damages, fines penalties and expenses, including those which arise as the result of administrative action, which may accrue against, be charged to or recovered from the foregoing by reason or on account of damages to or destruction of the property of the Lessee, or the property of, injury to or death of any person, resulting or arising from Sublessee's use, occupancy, operation or maintenance of the Leased Premises, including the work, acts or omissions of its officers, agents, employees, contractors, subcontractors, operators and sublessees, except when proximately caused by the Lessee's negligence or by the joint negligence of the Lessee and any person other than Sublessee, its officers, agents, employees, contractors, subcontractors, operators or sublessees. Lessee will refer to Sublessee, promptly upon notice thereof, any claim made, or suit instituted against it which, in any way, affects Sublessee or its insurer, and Sublessee or its insurer shall have the right to compromise and defend the same to the extent of its interest. Sublessee shall pay all attorney fees and costs incurred by the Lessee in its defense of any such action and in the recovery of all amounts owed by Sublessee to the Lessee under this Sublease. Any final judgment rendered against the Lessee for any cause for which Sublessee is liable hereunder shall be conclusive against Sublessee as to liability and amount.

11.3 Hazardous Materials Covenants. Sublessee hereby represents and warrants to and for the benefit of the Lessee that the Leased Premises will not be used or operated in any manner that will result in the storage use, treatment, manufacture, or disposal of any Hazardous Materials (hereinafter defined) upon the Leased Premises or any portion thereof or which will result in Hazardous Materials Contamination (hereinafter defined). For purposes hereof the term "Hazardous Materials" shall mean and refer to (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. S6901 et sea.), as amended from time to time, and regulations promulgated thereunder, (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 24, S6901 et sea.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos (iv) polychlorinated biphenyls; (v) urea formaldehyde: (vi) any substance the presence of which on the Leased Premises is prohibited by any applicable environmental laws or regulations ("Laws") or by any other legal requirements affecting the Leased Premises; (viii) petroleum-based materials (with the exception of tires affixed to vehicles); and (viii) any other substance which is defined as hazardous, toxic, infectious or radioactive by any laws or by any other legal requirements affecting the Leased Premises. The term "Hazardous Materials Contamination": shall mean and refer to the contamination of the Leased Premises, soil, surface water, ground water, air, or other elements on, or of, the buildings, facilities, soil, surface water ground water, air, or other elements on, or of, any other property as a result of Hazardous Materials at any time emanating from the Leased Premises.

In addition to and without limiting the generality of any other provisions of this Sublease, Sublessee shall and hereby does indemnify and hold the Lessee harmless from and against any and all losses, damages, expenses, fees, claims, demands causes of action, judgments, costs, fines penalties and liabilities, including, but not limited to, attorney fees and costs of litigation, and costs and expenses of response, remedial and corrective work and other cleanup activities, arising out of or in any manner connected with (i) the "release" or "threatened release" (as those term are defined in CERCLA and the rules and regulations promulgated thereunder, as from time to time amended) by Sublessee or Sublessee employees, agents, delegees, invitees, licensees, concessionaires, contractors or representatives, of any Hazardous Materials, or (ii) any occurrence of Hazardous Materials Contamination affecting the Leased Premises. The provisions of this Section shall survive any acquisition of the premises by the Lessee, and such provisions shall remain in full force and effect as long as the possibility exists that the Lessee may suffer or incur any such losses, damages, expenses, fees, claims, demands, causes of action, judgments, costs and liabilities.

ARTICLE 12
MISCELLANEOUS PROVISIONS

12.1 The Airport may from time to time be required by the United States Government, or its agencies, to adopt additional or amended provisions including non-discrimination provisions, concerning the use and operation of Airport, and Sublessee agrees that it will adopt any such requirement as a part of this Sublease.

12.2 If Sublessee shall furnish any services to the public at Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, providing that Sublessee shall be allowed to make reasonable and non- discriminatory discounts, rebates or other similar types of price reductions to volume purchases, if any.

12.3 Notwithstanding anything herein contained that may be or appear to the contrary, it is expressly understood and agreed that, except as to Sublessees exclusive possession of the Leased Premises, the rights granted under this Sublease are nonexclusive.

12.4 Sublessee shall comply with all applicable regulations of the Federal Aviation Administration relating to Airport security and shall control the Leased Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of Airport.

12.5 The Airport reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, for navigation or flight in the said airspace for landing on, taking off from or operating on the Airport.

12.6 Sublessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Leased Premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

12.7 Sublessee agrees to require any lights on the Leased Premises to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing or taking off from Airport.

12.8 Sublessee expressly agrees for itself, its successors and assigns, to prevent any use of the Leased Premises which would interfere with or otherwise constitute an airport hazard.

12.9 Sublessee agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any service on its own aircraft with its own employees (including but not limited to maintenance and repair) that it may choose to perform.

12.9 Except as otherwise provided herein, the provisions of this Sublease shall bind and inure to the benefit of the successors and assigns of the parties hereto.

12.10 Force Majure. Neither party shall be liable for any failure or delay in performance of their obligations under this Sublease to the extent such failure or delay is caused by circumstances beyond their reasonable control, including, but not limited to, acts of God, war, terrorism, civil unrest, strikes, lockouts, fire, flood, or other natural disasters. In the event of any such delay or failure, the affected party shall promptly notify the other party of the circumstances and the expected duration of the delay or failure, and the parties shall use reasonable efforts to mitigate the impact of the delay or failure. If the delay or failure continues for a period of more than thirty (30) consecutive days, either party may terminate this Sublease upon written notice to the other party without liability.

12.11 Dispute Resolution. Any dispute arising out of or related to this Sublease shall be resolved through mediation in accordance with the rules of the American Arbitration Association. If the dispute cannot be resolved through mediation, then the parties agree to submit to binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in the State of Florida and the arbitrator's decision shall be final and binding on both parties. The prevailing party in any such dispute shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with the dispute.

12.12 Severability. Severability. If any provision of this Sublease is held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Sublease, which shall remain in full force and effect.

12.13 Entire Agreement. This Sublease constitutes the entire agreement between the parties hereto and supersedes all prior negotiations, understandings, and agreements between the parties relating to the subject matter hereof. This Sublease may not be amended or modified except in writing executed by both parties. Any waiver of a breach of any term or provision of this Sublease shall not be construed as a waiver of any subsequent breach. This Sublease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

12.14 Amendment. This Sublease may be amended or modified only by a written instrument executed by both parties. Any amendment or modification shall be effective only to the extent specifically set forth in such instrument and shall not otherwise affect the terns and conditions of this Sublease.

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EXHIBIT A

PRIMARY LEASE

EXHIBIT B – PROPERTY DESCIPTION

____

ITEM 8.A

Appeal of the Development Review Committee Decision to Renew a Conditional Use Special Event Permit Approval for Food Trucks at 1985 S. John Young Parkway

Request

Request appeal of the Development Review Committee (DRC) decision to renew a Conditional Use Special Event Permit approval for food trucks at 1985 S. John Young Parkway.

Explanation

This permit was originally approved by the Planning Advisory Board (PAB) on August 20, 2025 as part of a Conditional Use application. The PAB approval included a condition (#2) that the approval was valid only for a period of 90 days (Nov. 20, 2025). After the 90-day period, the permit must come back to the DRC to consider a renewal. On December 16, 2025, the City's Development Review Committee (DRC) reviewed the renewal of the Conditional Use Special Event permit (CU-25-0004) for up to 6 food trucks at 1985 S. John Young Pkwy. DRC approval was withheld until a revised site plan was submitted to the City and approved.

With the re-submittal and review of a revised site plan to address DRC comments, the permit was approved on Jan. 9, 2026. A written appeal of the decision to approve the permit was received on Jan. 12, 2026.

On September 3, 2025, the City Commission voted to implement an immediate moratorium on new applications for special event permits for food trucks until such time a new ordinance is adopted. The new ordinance would require City Commission approval of Conditional Uses and revise section(s) of the Land Development Code (LDC) pertaining to outdoor vendors and special event permit for food trucks.

The DRC renewal of the Conditional Use Special Event permit occurred while the September 3, 2025 moratorium is still in effect because a new ordinance has not been presented or adopted by City Commission. Staff is seeking City Commission direction on whether the Jan. 9, 2026 renewal should be upheld or overturned.

FINDINGS AND REASONS:
Consistent with Section 14-3-21B of the Land Development Code, Development Review Committee (DRC) decisions may be appealed to the City Commission.

Recommendation

Requesing appeal of the Development Review Committee (DRC) decision to renew a Conditional Use Special Event Permit approval for food trucks at 1985 S. John Young Parkway.

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

Commission Direction

Department: Development Services
Presenter: Mike Steigerwald

Attachment(s):
1. Conditional Use Special Event Permit Renewal 01.09.26
2. DRC Appeal Notice 01.12.2026

3. Sept. 3, 2025 City Commission Minutes - Moratorium
4. Aug. 20, 2025 Planning Advisory Board Minutes

SPECIAL EVENT WITH SALES PERMIT

DATE OF ISSUANCE: January 9, 2026 **PERMIT # CU-25-0004**

APPLICANT: Lisandra Roman
1985 S John Young Pkwy
Kissimmee, FL 34741

DATE & HOURS OF EVENT: Wednesdays to Sundays from 7 pm to 12 pm starting January 9th

LOCATION OF EVENT: 1985 S John Young Pkwy, Kissimmee, FL 34741

DESCRIPTION OF EVENT: **Outdoor sales from vehicles as part of a special event at Lechonera el Jibarito.**

THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. Call for a Fire Inspection at 407-518-2202 twenty-four (24) hours in advance of the event.
2. The hours of operation for this special event for outdoor sales from food trucks is: Wednesday to Sunday from 7 pm to 12 pm. No outdoor sales from food trucks shall occur outside of these hours of operation.
3. This special event approval for outdoor sales from food trucks is valid for 90 days only. This Special Event must come back to the Development Review Committee (DRC) to consider a renewal, and/or different hours/days. Land Development Code Section 14-6-28. This renewal will come back to a DRC Meeting on April 7th, 2026.
4. No food trucks, food trailers, or other materials associated with the Special Event may be stored or parked on-site outside of the approved special event hours of operation. A parking agreement may be necessary with surrounding parcels if the parking for the special event is insufficient and poses safety hazard not deemed suitable.
5. No more than the 6 food trucks per night is permitted at this special event.
6. No more than the 6 tents with table and chairs per night is permitted at this special event.
7. The use of any public address or sound projection system shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m., and shall not project sound onto adjacent streets or residential areas, and shall comply with the noise control provisions of Chapter 22, Article II of the Code of Ordinances. No amplified sound equipment is allowed after 10 pm.
8. A copy of all applicable permits and the approved Special Event permit, shall be posted on site in a prominent location during the event and shall be made available for presentation upon request. Failure to obtain proper permits and failure to comply with all applicable code requirements and the conditions of the special event permit shall invalidate the approval and may result in a daily fine and the forfeiture of future event dates.
9. Please be advised that the City reserves the right to limit, alter, or deny special events at any time. The City may deny a special event permit application if it is determined that the activity will adversely impact neighboring businesses or residents, impose a safety hazard, create a noise disturbance that is not appropriate for the location, place the City in a position of liability, or overextends the City's ability to provide services. The City may limit the duration of the event, including the hours of the event and the number of days it may be conducted, to minimize adverse impact caused by the activity that the City cannot manage. Also, be advised that the conditional use shall not unreasonably impact the character of the surrounding area (particularly residential areas) due to the types of activities, intensity of development, placement of facilities, or other factors. Particular attention shall be given to safety, aesthetics, noise, lightning, odors, vibration, and related impacts per LDC Section 14-3-29(F)(3).
10. Alcohol sales is strictly prohibited from being sold or consumed during the special event hours of operation.
11. Event organizers shall be responsible for any outside food vendors. For special events with food vendors, the event organizer shall:
    a. Provide a list of all food vendors and verification of their Florida Department Agriculture and Consumer Services (FDACS) food permit to the City. This list must include all vendors anticipated to participate in the event, as well as a list of alternates that may be substituted in the event an individual vendor is unable to

participate. Failure to comply with this requirement will result in vendors being barred from participation in the scheduled event;

b. Require each vendor to provide their own garbage bags and to keep the area around the vendor's booth clean;

12. Trash cans shall be placed throughout the event area. Immediately after the event, the applicant shall clean the site, adjacent site(s) and rights-of-way of any debris from the event.
13. Every food truck must have a current Business License with the City.

GENERAL FIRE SAFETY

14. No person shall place or keep any post, fence, vehicle, growth, vegetation, trash or storage of other materials that would obstruct a fire hydrant or fire protection appliance and hinder or prevent its immediate use by fire department personnel. FFPC NFPA 1, Chapter 18, Section 18.3, Sub-division 18.3.3.3.1
15. No storage or handling of flammable or combustible liquids or gases shall be permitted at any location where it could jeopardize egress.
16. A licensed/tagged fire extinguisher (2A10BC) must be placed within the tents. The fire extinguishers must be hung between 4 inches and 5 feet off the ground.
17. A minimum of 10 feet clearance around the tent must be maintained free of flammable and combustible materials and vegetation. The clearing work shall be accomplished to the satisfaction of the AHJ prior to the erection of such a tent. The premises shall be kept free from such flammable or combustible materials during the period for which the premises are used by the public. FFPC NFPA 1, Chapter 25, Section 25.2.4.1
18. If tent flaps are used in the down positions, please provide exit signs where the tent flaps come together. Means of egress shall be marked in accordance with Section 7.10.1.1 where required in Chapter 11 through 42.
19. No cooking under tents. All cooking equipment shall have a minimum 10-foot clearance from tent and not infringe on egress from tent. FFPC NFPA 1, Chapter 50, Section 50.2.9.
20. No Open Flame Devices of Pyrotechnics inside tents. This includes PORTABLE PROPANE HEATERS.
21. Decorative or acoustical materials as outlined in NFPA 1, 13.7.4.3.6 such as hay, paper, straw, wood chips, shavings, foams, and plastics are strictly prohibited unless flame retardant and approved by the Fire Marshal's Office.
22. Vehicle parking, display, or use inside the structures is not permitted without prior review and approval by the Fire Marshal.
23. The AHJ shall be permitted to regulate all outdoor events such as carnivals and fairs as it pertains to access for emergency vehicles, access to fire protection equipment, placement of stands, concession booths, and exhibits, and the control of hazardous conditions dangerous to life and property. FFPC, NFPA 1, Uniform Fire Code, Florida 2009 edition, Chapter 10, Section 10.15.2.
24. Please provide clear access to and inside the event for emergency personnel. Access and egress routes shall be maintained so that crowd management, security, and emergency medical personnel are able to reach any individual at any time, without undue hindrance. FFPC, NFPA 101, Life Safety Code, Florida 2009 edition, Chapter 12, Sub-section 12.2.5.4.3.
25. Trash cans shall be placed throughout the event area. Immediately after the event, the applicant shall clean the site, adjacent site(s) and right-of-ways of any debris from the event.
26. All applicable code requirements of the City of Kissimmee Code of Ordinances and conditions of approval shall be adhered to at all times. Failure to comply with the City of Kissimmee Code of Ordinances could result in re-evaluation of this special event request with possible revocation.
27. A copy of all applicable permits, the approval letter, and the approved site sketch shall be posted on site in a prominent location during the event and shall be made available for presentation upon request. Failure to obtain proper permits and failure to comply with all applicable code requirements of the City of Kissimmee Code of Ordinances and the conditions of the permit shall invalidate the approval and could result in a maximum fine of $250 per day.

THIS PERMIT IS VALID ONLY FOR THE DATE, HOURS, LOCATION AND EVENT LISTED ABOVE. FAILURE TO COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS OF THE CITY OF KISSIMMEE CODE OF ORDINANCES AND THE CONDITIONS OF THIS PERMIT AS LISTED ABOVE SHALL INVALIDATE THIS PERMIT, COULD RESULT IN A MAXIMUM FINE OF $250 PER DAY AND MAY IMPACT FUTURE EVENT APPROVALS FOR THIS PROPERTY/ENTITY.

THIS PERMIT SHALL BE KEPT ON SITE IN A PROMINENT LOCATION DURING THE EVENT AND SHALL BE MADE AVAILABLE FOR PRESENTATION UPON REQUEST

Signature of Applicant

Lisandra Román

Printed Name of Applicant

1/9/26

Date

Signature of Planner

01/09/2026

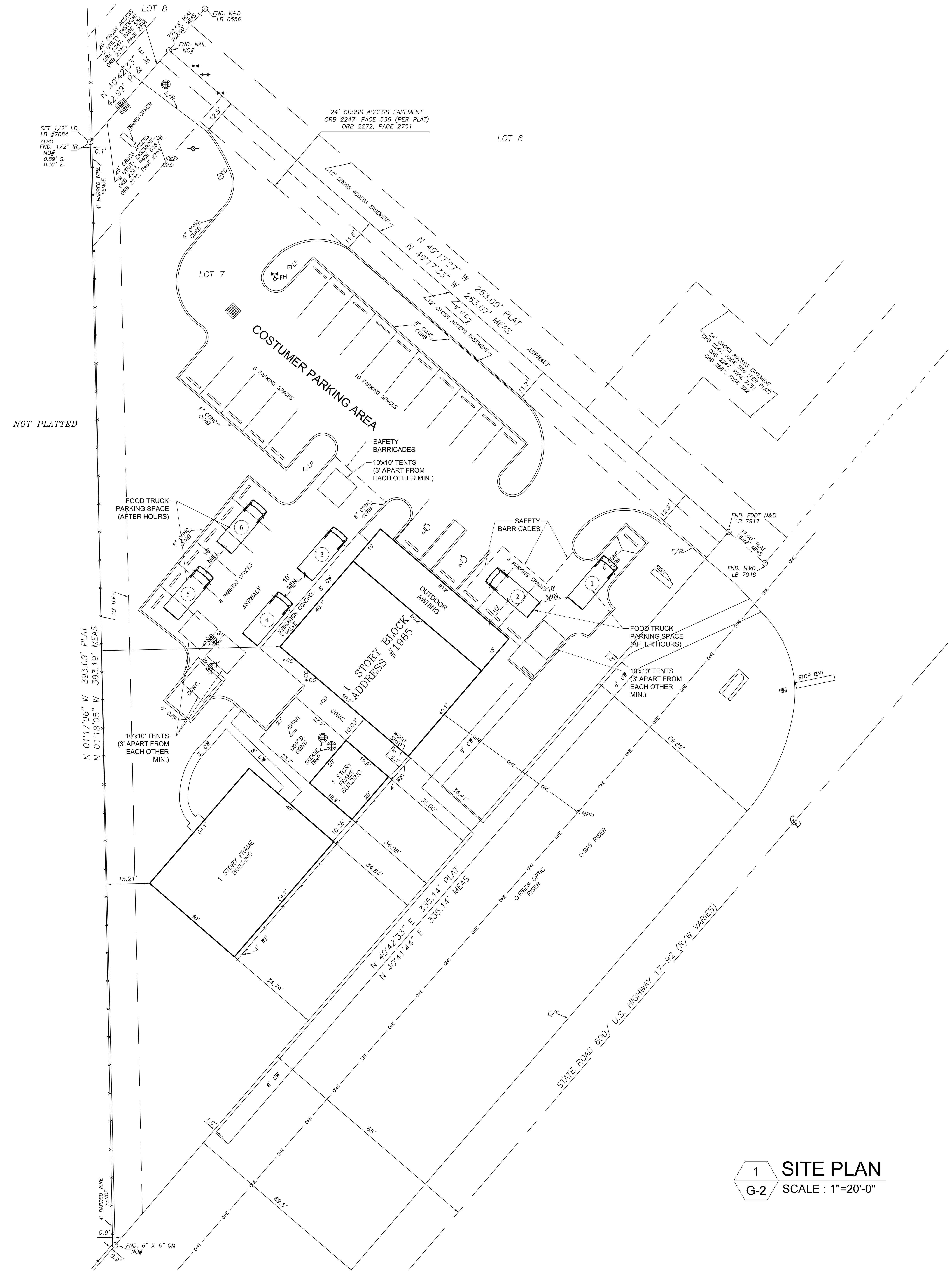
Date

Signature of Building Official or Designee

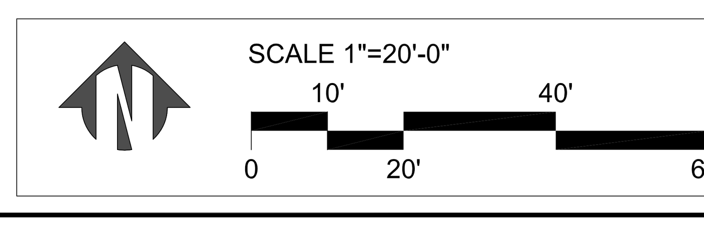
01/09/2026

Date

NOTE
1. THIS PLAN DENOTE PARKING SPACES FOR FOOD TRUCKS AFTER-HOURS.
2. FOOD TRUCK TO USE EXISTING RESTAURANT BATHROOMS.
3. FOOD TRUCK TO USE EXISTING RESTAURANT GREASE DISPOSAL SYSTEM.
4. FOOD TRUCK TO USES INDIVIDUAL ELECTRICAL GENERATOR FOR POWER.
5. 10'x10' TENTS TO BE 3' APART FROM EACH OTHER, MINIMUM.



SITE PLAN
1 / G-2
SCALE : 1"=20'-0"



THE CAD SHOP
FLORIDA
PUERTO RICO
407-575-7156
rlucenap@yahoo.com

REVISIONS	BY
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THE CONTRACTOR SHALL CHECK AT THE SITE ALL DIAGRAMS AND DIMENSIONS SHOWN ON DRAWINGS AND SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES THAT MAY APPEAR. THE CONTRACTOR SHALL NOT PROCEED WITH THE WORK AFFECTED THEREBY UNTIL THE ENGINEER HAS CORRECTED THE DISCREPANCY

PROJECT
PROPOSED FOOD TRUCK LOCATION
Lechonera El Jibarito

OWNER: LISANDRA ROMAN
LOCATION: 1985 S JOHN YOUNG PKWY., KISSIMMEE, FL 34746
PROPERTY ID: 33-25-29-2367-0001-0070

ARCHITECT OF RECORD

THIS STRUCTURE HAS BEEN DESIGNED TO WITHSTAND THE FORCES GENERATED BY 140 MPH WINDS PLUS THREE SECOND GUST FACTOR IN COMPLIANCE WITH SECTION 1600 OF 2023 FLORIDA BUILDING CODE RESIDENTIAL, REVISIONS, AND SUPPLEMENTS

DATE	DESIGN BY
2/4/2025	RL
SCALE	CHECKED BY
AS NOTED	RL
SHEET SIZE	DRAWN BY
24"x36"	RL
JOB #	
21-20240308-02	

SHEET
G-2

DEVELOPMENT PROJECT COMMENT FORM

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

ADDRESS: 1985 S. John Young Pkwy **DATE: 12/12/2025**
PERMIT NUMBER: CU-25-0004
PROJECT NAME: The food truck spot @ Lechonera el Jibarito
REVIEW VERSION NUMBER: V.3 (1st 90-day review)

Review Status:
APPROVED WITH CONDITIONS.

PLANNING DIVISION - Ryan Altizer - 407.518.2107 – Ryan.Altizer@kissimmee.gov

Comments/Conditions:

1. The City is conditioning the hours of operation for another 90 days, where as this Special Event will come back to the Development Review Committee with an update per Land Development Code Section 14-6-28.
2. The same conditions that were approved from the Planning Advisory Board Meeting on August 20th, 2025 will apply, including the hours of operation which are Wednesday to Sunday from 7 pm to 12 pm. For a change to the hours or other conditions, the changes to the conditional use will need to be approved by the Planning Advisory Board.

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.

DEVELOPMENT SERVICES DEPARTMENT

CITY OF KISSIMMEE
101 CHURCH ST; SUITE 120
KISSIMMEE, FLORIDA 34741-5054

TRANSMITTAL FOR PLAN REVIEW

ADDRESS: 1985 S JOHN YOUNG PKWY

DATE: 12/31/2025

PERMIT NUMBER: CU-25-0004

This permit has been

APPROVED WITH CONDITIONS

FIRE DIVISION - Travis Anderson - 407.518.2134 - Travis.Anderson@kissimmee.gov

Please see below the comments/conditions (if applicable):

Advisory comments:

1. Generators are to be stored securely on the food truck or if portable, a minimum of 20 feet away from the food truck and barricaded. (See #4 under Canopies and tents for examples of approved barricades) Traffic cones are not a permitted means of barricading. (NFPA1:25.1.12.2). Please indicate on your plans.

2. Generators and other internal combustion power sources shall be located a minimum of 20 feet away from temporary structures or tents. (NFPA1:25.1.12.2). Please indicate on your plans.

3. No smoking signs are required near the generator, flammable gas and/or solid fuel BBQ grills LP gas cylinder and gasoline containers. (NFPA1:25.2.4.2).

4. The generator shall be protected from public contact by fencing, enclosure, or other approved means. (See item #4 for examples) Traffic cones are not an approved means of barricading. (NFPA1:25.1.12.2).

5. Vendors cooking with flammable gas and/or solid fuel BBQ grills and/or using deep fat fryers shall arrange these items away from their tent/canopy utilizing the 10-foot space behind their tent/canopy. (NFPA1:10.14.9)

6. Any cooking appliance using cooking oil is required to have a Class K fire extinguisher. In addition, a portable 2A10BC fire extinguisher is required. All fire extinguishers must have a current tag issued by the State of Florida licensed contractor. The fire extinguishers must be hung between 4 inches and 5 feet off the ground. (NFPA1:50.5.7)

7.A minimum of one portable fire extinguisher with a rating of 2A-10BC must be provided at the generator. Fire extinguishers must have a current tag issued by a State of Florida licensed contractor. The fire extinguishers must be hung between 4 inches and 5 feet off the ground. (NFPA1:25.1.12.4)
8. Wheel chocks are required for all food trucks/trailers. (NFPA96.17.2.3)

- **Review and approval by the AHJ shall not relieve the applicant of responsibility of compliance with this Code Per NFPA 1 sec-1.14.4.**
- Plans, permits, and the fire comment conditions of approval letter shall be at the job site.
- Inspection requests must be made 24 hours in advance on the self-service portal. This is just a REQUEST. A scheduled inspection will be confirmed via phone call.
- If there is a General Contractor for the job, they shall call in for all trades Fire Finals for the same day.

DEVELOPMENT PROJECT COMMENT FORM

CITY OF KISSIMMEE 1883

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

DATE: 3/26/2025
PROJECT: The Food Truck Spot @ Lechonera El Jibarito
CONDITIONAL USE (DRC) NUMBER: CU-25-0004
REVIEW NUMBER: 1

Review Status:
APPROVED WITH CONDITIONS

ENGINEERING DEPARTMENT - Ryan Kilman - 407.518.2279 - Ryan.Kilman@kissimmee.gov
ADVISORY COMMENTS [CONDITIONS OF APPROVAL] (No Responses Necessary):

- Main drive aisles shall remain clear of obstructions for proper traffic circulation and emergency access.
- Event parking shall be done in approved designated parking areas only. Parking within the rights-of-way is prohibited, unless a right-of-way utilization permit is approved or as the Zoning District allows.
- If you have any questions regarding the comments/conditions above, please use the contact information provided.

###

Brenda Ryan

From: BRENDA.RYAN@kissimmee.gov
Subject: FW: Appeal of CU-25-0004 90 Day Approval

From: Craig Holland <CRAIG.HOLLAND@kissimmee.gov>
Sent: Monday, January 12, 2026 10:43 AM
To: Ryan Altizer <Ryan.Altizer@kissimmee.gov>; Brenda Ryan <BRENDA.RYAN@kissimmee.gov>; Cristian Arias <Cristian.Arias@kissimmee.gov>
Cc: Doug Etheredge <DOUG.ETHEREDGE@kissimmee.gov>
Subject: FW: Appeal of CU-25-0004 90 Day Approval

Craig M. Holland, AICP
Director, Development Services
City of Kissimmee

101 Church Street, Suite 200A
Kissimmee, FL 34741
407.518.2148
Craig.Holland@Kissimmee.gov

CITY OF KISSIMMEE 1883

From: Mike Steigerwald <MIKE.STEIGERWALD@kissimmee.gov>
Sent: Monday, January 12, 2026 10:37 AM
To: Craig Holland <CRAIG.HOLLAND@kissimmee.gov>
Cc: Ryan Altizer <Ryan.Altizer@kissimmee.gov>; Olga Sanchez de Fuentes <OLGA.SANCHEZDEFUENTES@kissimmee.gov>; Desiree Matthews <DESIREE.MATTHEWS@kissimmee.gov>; Austin Blake <austin.blake@kissimmee.gov>
Subject: Appeal of CU-25-0004 90 Day Approval

In accordance with Section 14-3-21(B) of the City Code, please accept this notice to appeal the decision of the Development Review Committee (DRC) made on January 9, 2026 to approve the renewal of the above-referenced Conditional Use permit (CUP). As you are aware, on August 20, 2025, the Planning Advisory Board voted to approve the CUP for 90 days and required the applicant to seek renewal of the CUP by delegating their authority to the DRC per Condition #2 of their approval.

As City Manager, I am making this request to appeal this decision on behalf of the City Commission, which on September 3, 2025, voted 3-1 to implement a moratorium on any new applications for special event permits for food trucks until such time as a new ordinance is adopted. The initial CUP was valid for 90-days and renewal of this CUP is not consistent with the moratorium currently in effect.

Mike Steigerwald, AICP, ICMA-CM
City Manager

City of Kissimmee

101 Church Street
Kissimmee, Florida 34741
407.518.2300 desk
407.846.8369 fax
mike.steigerwald@kissimmee.gov

MEETING MINUTES
SESSION OF THE CITY COMMISSION (1ST BUDGET HEARING)
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, SEPTEMBER 3, 2025, AT 6:00 PM

1. MEETING CALLED TO ORDER

Members Present: Mayor Jackie Espinosa, Commissioners Noel Ortiz, Angela Eady, 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

Members Absent: Commissioner Carlos Alvarez III

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 Eady led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Employee of the Month for September

Staff requests that the City Commission join the City Manager in recognizing John Behrendt of the Airport Department as the Employee of the Month for September.

City Manager Steigerwald introduced John Behrendt of the Airport Department and reviewed the qualities and attributes which led to their nomination and selection as employee of the month.

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

3.B Swearing In of Six New Firefighters

Staff request that our six new employees be sworn in as City of Kissimmee firefighters.

Fire Chief Walls administered the Oath of Office to firefighters' Teddy McCall, Daniel Debrecht, Lauren Diver, Cameron Green, Laedan Yeye Bile, and Otto Drozd.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading - Proposed Ordinance #25-15 - Utilizing Public-Private Partnerships (P3)

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, PROVIDING FOR A POLICY FOR UTILIZING PUBLIC-PRIVATE PARTNERSHIPS (P3) BY AMENDING THE CODE OF ORDINANCES, CITY OF KISSIMMEE, FLORIDA, ARTICLE VI, FINANCE and TAXATION, CREATING A CHAPTER GOVERNING PUBLIC-PRIVATE PARTNERSHIPS (P3); PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approval of the Second and Final Reading of the Proposed Ordinance #25-15, providing for a policy utilizing Public-Private Partnerships (P3). Adoption of the corresponding P3

Review Fee schedule.

City Attorney Sanchez de Fuentes read Ordinance #3122 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Eady moved to adopt Ordinance #3122 and the accompanying Resolution #15-2025. Commissioner Martinez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 4 - 0.

4.B Public Hearing - Second and Final Reading - Proposed Ordinance #25-16 - Amending the Affordable Housing Advisory Committee (AHAC) Membership and Term Requirements

AN ORDINANCE AMENDING THE CODE OF ORDINANCES FOR THE CITY OF KISSIMMEE, CHAPTER 18 COMMUNITY RELATIONS, ARTICLE II, HOUSING, DIVISION 3, AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING SECTION 18-66 TO MODIFY COMMITTEE MEMBERSHIP; AMENDING SECTION 18-67 TO INCLUDE TERM AND TERM LIMITS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE

Approval of the Second and Final Reading of Proposed Ordinance #25-16

City Attorney Sanchez de Fuentes read Ordinance #3123 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Martinez moved to adopt Ordinance #3123. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Eady	AYE
Commissioner Martinez	AYE
Mayor Espinosa	AYE

Motion carried 4 - 0.

5. PUBLIC HEARINGS

5.A Public Hearing - Resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan.

Adopt a resolution to update the Downtown Kissimmee Community Redevelopment Agency Master Redevelopment Plan.

CRA Manager Samia Singleton reviewed the resolution details. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Eady made a motion to approve the Public Hearing and adopt Resolution #16-2025. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

5.B Public Hearing - Adoption by Resolution of the Tentative Millage Levy and Tentative Budget for Fiscal Year 2025-2026

Adoption by Resolution of the Tentative Millage Levy of 4.6253 mills and Tentative Budget of $310,308,019 for Fiscal Year 2025-2026

City Manager Steigerwald reviewed the tentative budget which includes 941 fulltime employees with no increase to the millage for the seventeenth year in a row. He also explained that the tentative budget includes changes discussed at the July Budget Workshop.

City Attorney Sanchez de Fuentes read Resolution #17-2025 by title. Mayor Espinosa announced the Public Hearing and opened the floor for public comment. Comment cards ("Exhibit A") were submitted, and those individuals spoke or documented their support of, opposition to, or neutrality of the item. Comment was received on the need to educate the community on the legislative discussions that propose eliminating property taxes and the impact that would have on city services.

Commissioner Eady made a motion to approve the Public Hearing and adopt Resolution #17-2025. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

City Attorney Sanchez de Fuentes read Resolution #18-2025 by title. Mayor Espinosa announced the Public Hearing with no response from the audience.

Commissioner Eady made a motion to approve the Public Hearing and adopt Resolution #18-2025. Commissioner Ortiz seconded the motion.

Motion carried 4 - 0.

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

Mayor Espinosa opened the floor for public comment (Exhibit “A”). In response to the comment on enforcement of e-bikes and vehicle noise, City Manager Steigerwald confirmed the tentative budget authorizes four new police officer positions to be placed in a new downtown unit.

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.*

Mayor Espinosa made a motion to approve the Consent Agenda in its entirety minus item 7.B. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

7.A Approval of City Commission Minutes from the August 19, 2025 meeting and August 25, 2025 workshop

Approval of the August 19, 2025 and August 25, 2025 commission meeting and workshop minutes.

7.B Business Boost 2.0 - Career Source Agreement Implementing UPSKILL Kissimmee
Approve Contract 20250359 between the City and Career Source of Central Florida to implement UPSKILL Kissimmee, facilitating training and job placement assistance.

Item was removed from consent and placed on discussion.

7.C Reclassification of Funding Sources
Request to reclass Charter School proceeds to the Convention Center Project and designate Series 2024A Proceeds to the Road Paving Project.

7.D Armored Vehicle Purchase from Lenco
Approval to make an advanced purchase of a new armored vehicle in FY25/26 (Contract #20250350).

7.E Acceptance of the State Housing Initiatives Partnership Funding for Fiscal Year 2025-2026
Acceptance of the State Housing Initiatives Partnership (SHIP) Program annual funding in the amount of $595,832 (Grant # SHIP25).

7.F Change Order #2 to Increase the Funding Amount and Extend the Completion Deadline for the Rehabilitation of 814 Robinson Street
Approve Change Order #2, contract number #20240039, increasing the funding amount and extending the completion date for the rehabilitation of 814 Robinson Street.

7.G Construction of Hill Street Sidewalk Extension Project
Approval of Task Work Order No. 5 with American Persian Engineering, Inc. (APEC) (Contract #20240056) to complete the construction of the Hill Street Sidewalk Extension Project in the amount of $233,448.12 from the Gas Tax Fund, and to authorize the City Manager or his designee to sign any additional documents or change orders needed.

7.H Disposal of City Assets
Approval to dispose of the asset items detailed in the attached report.

7.I Acceptance of Grant Funding and Approval to Procure Skydio Drones
Approval to purchase eight (8) American-made Skydio drones and accept a grant from the Florida Department of Law Enforcement (FDLE) to reimburse the City up to $200,000 for the purchase. (Grant #PDDRONE25)

7.J Lease Agreement Gentlemen's Quarters of Kissimmee, Inc. for 1021 W. Oak Street
Approval of a Lease Agreement with Gentleman's Quarters of Kissimmee, Inc. d/b/a Uniform Outfitters for the expansion and consolidation of Suites D & E at 1021 W. Oak Street (Contract #20230126)

7.K Site Access Agreement with Skyview Kissimmee Hotel Development, LLC for Toho Square Site
Approval of a Site Access Agreement with Skyview Kissimmee Hotel Developer, LLC, related to proposed site development activities (Contract # 20250355)

8. DISCUSSION ITEMS

7.B. Business Boost 2.0 - Career Source Agreement Implementing UPSKILL Kissimmee

The Mayor and City Manager discussed the Business Boost 2.0 project, which allocates $1 million to support local small businesses and reviewed the project details. It was clarified that the program is open to all city businesses, not just those in the CRA.

Commission consensus to advertise and open the application portal for September 15th to allow for small business grant assistance and to hold off on contracts with Career Source and UCF Incubator.

CITY COMMISSION RECESSES AND CONVENES AS THE COMMUNITY REDEVELOPMENT AGENCY BOARD

8.A (VSCRA) Public Hearing - Resolution to adopt the Vine Street Community Redevelopment Agency Budget for the Fiscal Year 2025-2026

Approve the Resolution to adopt the Vine Street Community Redevelopment Agency fiscal year 2025-2026 budget.

CRA Manager Samia Singleton reviewed the CRA projects outlined in the budget. Mayor Espinosa announced the Public Hearing with no response from the audience. Commissioner Eady made a motion to approve the Public Hearing and adopt CRA Resolution #01-2025. Commissioner Martinez seconded the motion.

Motion carried 4 - 0.

8.B (DKCRA) Public Hearing - Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for the Fiscal Year 2025-2026

Approve the Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency fiscal year 2025-2026 budget.

CRA Manager Samia Singleton reviewed the CRA projects outlined in the budget. Mayor Espinosa announced the Public Hearing with no response from the audience. Commissioner Martinez made a motion to approve the Public Hearing and adopt CRA Resolution #02-2025. Commissioner Eady seconded the motion.

Motion carried 4 - 0.

8.C (DKCRA) Holiday Lighting Agreement with We Hang Christmas Lights for FY 2025-2026

Request to approve the first renewal to the Agreement, contract #20250096, between the Downtown Kissimmee CRA and We Hang Christmas Lights and authorize the Economic Development Director to add any additional services to the scope of work not to exceed $10,000.

Redevelopment Planner Benjamin Burnett reviewed the contract details; City Manager Steigerwald confirmed it covers holiday lighting for public properties and facilities.

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

Motion carried 4 - 0.

COMMUNITY REDEVELOPMENT AGENCY BOARD ADJOURNS AND RECONVENES AS THE CITY COMMISSION

8.D Advisory Board Vacancy: Affordable Housing Advisory Committee

The Commission is requested to make an appointment to fill a vacancy on the Affordable Housing Advisory Committee.

Mayor Espinosa made a motion to appoint Jesse Boyd to the Affordable Housing Advisory Committee. Commissioner Martinez seconded the motion.

Motion carried 4 - 0

8.E Amendment to Commission Travel Policy

Approval of an amendment to the Commission Travel Policy.

City Manager Steigerwald reviewed the proposed modifications to the commission travel policy that would no longer require board approval.

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

Motion carried 4 - 0.

8.F Development Project Updates

Staff will provide the Commission with an update on the status of major development projects in progress.

City Manager Steigerwald provided a detailed update on each project that was attached to the agenda item.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

City Manager Steigerwald reminded the commission about the Haven on Vine renovation kick-off ceremony scheduled for September 4th.

9.B CITY ATTORNEY

9.C CITY COMMISSION

Commissioner Martinez highlighted Lisandra Roman's business. Commissioner Ortiz met with individuals who will be presenting a branding proposal to be heard at the October 27th workshop. Commissioner Eady discussed the need for the city to shift our focus from downtown to Vine Street, as it also needs our attention.

Mayor Espinosa discussed a planned helicopter ride with Chief Walls and suggested extending the invitation to all commissioners, with media and influencer coverage and highlighted a recent visit with the Puerto Rican Cultural Center. Regarding holiday lighting, Redevelopment Planner Benjamin Burnett provided an update, noting the contract is being finalized and will fall within the City Manager's signing authority.

The commission also discussed qualifications for future candidates. City Attorney Sanchez de Fuentes noted that any changes to the charter would require an ordinance first and a ballot initiative next year; in the meantime, the city can revise the current resolution outlining the proof of residency requirements. City Clerk Tameara Crespo clarified that candidates must reside within city limits for 12 months prior to qualifying, beginning in June 2025 to be eligible for the 2026 election.

The Commission reviewed a recent conditional use matter handled by the Planning Advisory Board (PAB) and discussed the matter with Development Services Director Craig Holland. Concerns were raised about inconsistent food truck regulations, prompting suggestions to revise the ordinance, reconsider the PAB's authority on such matters, and possibly establish a moratorium to pause new applications.

Tom and Kristy Kapp, 14 W. Neptune Rd, Kissimmee, FL spoke on the matter, citing a personal experience when they requested a food truck.

Mayor Espinosa made a motion for staff to revise the relevant sections of the Land Development Code to require conditional uses to come before the city commission, to revise the section of the City Code related to outdoor vendors and special event permits for food trucks and to implement an immediate moratorium on new applications for special event permits for food trucks until such time as the new ordinance is adopted. Commissioner Ortiz seconded the motion.

AYE: Commissioner Eady, Mayor Espinosa, Commissioner Ortiz
NAY: Commissioner Martinez

Motion carried 3 - 1.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Espinosa adjourned the meeting at 8:03 PM.

Jackie Espinosa

MAYOR-COMMISSIONER

ATTEST:

Tameara Crespo

CITY CLERK

Exhibit "A

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 9/3/25

AGENDA ITEM #: ______ OR NON-AGENDA TOPIC: ______

NAME: Tom Wapp

ADDRESS: 14 W Neptune CITY: Kiss STATE: FL ZIP: 34741

POSITION ON ITEM

- ☐ I SUPPORT THIS AGENDA ITEM
- ☐ I OPPOSE THIS AGENDA ITEM
- ☐ NEUTRAL

PUBLIC COMMENT

- ☒ I WISH TO SPEAK
- ☐ I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
- YOU WILL HAVE A LIMITED AMOUNT OF TIME TO VOICE YOUR OPINION, ADDITIONAL TIME PERMITTED ONLY BY AUTHORITY OF THE COMMISSION
- ONCE SUBMITTED, THIS COMMENT CARD BECOMES A PUBLIC RECORD PURSUANT TO FLORIDA STATUTE 119

THE CITY COMMISSIONS RULES OF DECORUM WILL BE ENFORCED. ANY PERSON MAKING PERSONAL,DISRESPECTFUL AND SLANDEROUS REMARKS OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE CITY COMMISSION OR WHILE ATTENDING THE COMMISSION MEETING SHALL BE REMOVED FROM THE ROOM.

CITY OF KISSIMMEE 1883

PUBLIC COMMENT CARD

REQUEST TO ADDRESS THE CITY COMMISSION

DATE: 9/3/2025

AGENDA ITEM #: 5 B **OR NON-AGENDA TOPIC:** 5B

NAME: Jeremy Fetzer

ADDRESS: 120 Broadway Ste 304 **CITY:** Kissimmee **STATE:** FL **ZIP:** 34741

POSITION ON ITEM

- [x] I SUPPORT THIS AGENDA ITEM
- [ ] I OPPOSE THIS AGENDA ITEM
- [ ] NEUTRAL

PUBLIC COMMENT

- [x] I WISH TO SPEAK
- [ ] I DO NOT WISH TO SPEAK AND WAIVE MY OPTION TO SPEAK

INSTRUCTIONS:

- COMPLETE ONE (1) CARD FOR EACH TOPIC; INCLUDE AN AGENDA ITEM IF APPROPRIATE (ABOVE)
- PLEASE SUBMIT YOUR COMMENT CARD TO THE CITY CLERK
- WHEN YOUR NAME IS CALLED, APPROACH THE PODIUM AND STATE YOUR NAME AND ADDRESS FOR THE RECORD
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MEETING MINUTES
SESSION OF THE PLANNING ADVISORY BOARD
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
WEDNESDAY, AUGUST 20, 2025 AT 6:00 PM

1. **MEETING CALLED TO ORDER Members Present:** Board Member Robert Bussiere, Board Member Diana Marrero-Pinto, Board Member Alex Alemi, Board Member Rebeca Marin, Board Member Lynda Roth
Staff Present: Brenda Ryan, Planning Manager, Kalanit Oded, Deputy City Attorney, Samia Singleton, CRA Manager, Cristian Arias, Senior Planner, Ryan Altizer, Senior Planner, Kayla Smith, Planning Technician.
Members Absent: Board Member Aaron Sabino, 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 Bussiere led the audience in the Pledge of Allegiance.

3. **MINUTES**

3.A Approval of June 4, 2025 Planning Advisory Board Meeting Minutes

Board Member Diana Marrero-Pinto made a motion to Approve. Board Member Alex Alemi seconded the motion.

AYE: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin, Board Member Roth
NAY: None

Motion to Approve Passed 5 - 0.

4. **OLD BUSINESS**

5. **NEW BUSINESS**

5.A Amendment to resolution 10-2020, to update the Downtown Kissimmee Community Redevelopment Agency (DKCRA) Master Redevelopment Plan.

Laura Martinez, Project Manager with Inspire Placemaking, introduced herself and her team and presented the Downtown Kissimmee Community Redevelopment Area (CRA) Plan update aimed at fostering a safe, vibrant, and welcoming environment for residents, businesses, and visitors.

Project Manager Martinez shared that the update focuses on identifying areas in need of revitalization and addressing lingering perceptions of safety, noting that more than 120 acres within the CRA remain vacant, offering opportunities for infill and positive growth.

Project Manager Martinez proposed update merges the "Connectivity" and "Public Realm" action points into a single "Unified Mobility Enhancements and Wayfinding" focus area and adds "Enhance Public Safety" as a new priority, emphasizing community policing, infrastructure improvements, and flexible design to support mixed-use development, walkability, and alignment with the City's Comprehensive Plan and CRA mission, with final revisions to be completed before presentation to the City Commission on September 3.

Board Member Alemi expressed support for the master plan update, noting its alignment with the Comprehensive Plan and focus on creating human-scaled, walkable neighborhoods, and suggested revising the language on page 44 regarding corridor studies to reflect recent City Commission discussions reconsidering the Broadway lane reduction.

Project Manager Martinez noted that the team will take Board Member Alemi's comments into consideration prior to presenting the plan before the City Commission.

Board Member Alex Alemi made a motion to Approve. Board Member Lynda Roth seconded the motion.

AYE: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin, Board Member Roth
NAY: None

Motion to Approve Passed 5 - 0.

5.B Public Hearing - Conditional Use with Site Plan to establish outdoor sales at Lechonera el Jibarito – 1985 S John Young Pkwy - CU-25-0004

Senior Planner Ryan Altizer stated this is an approval of a conditional use with site plan to establish outdoor sales from vehicles as part of a special event at Lechonera el Jibarito on approximately 1.11 acres of land with a Highway Commercial (HC) Zoning designation. The subject property is 1985 S John Young Pkwy.

Senior Planner Altizer stated the proposed conditional use creates a special event with up to six food trucks and tents operating after Lechonera El Jibarito closes at 6 p.m., with staff recommending hours of Wednesday to Sunday from 7 to 10 p.m. due to noise ordinance restrictions and nearby residential areas and with the recommended standards and conditions the event is considered compatible with the surrounding area conveniently located on a major thoroughfare and supported by City staff

Staff recommends approval subject to the following conditions:

1. The hours of operation for this special event for outdoor sales from food trucks is: Wednesday to Sunday from 7 pm to 10 pm. No outdoor sales from food trucks shall occur outside of these hours of operation.
2. This special event approval for outdoor sales from food trucks is valid for 90 days only. This Special Event must come back to the Development Review Committee (DRC) to consider a renewal, and/or different hours/days. Land Development Code Section 14-6-28.
3. No food trucks, food trailers, or other materials associated with the Special Event may be stored or parked on-site outside of the approved special event hours of operation. A parking agreement may be necessary with surrounding parcels if the parking for the special event is insufficient and poses safety hazard not deemed suitable.

4. No more than the 6 food trucks per night is permitted at this special event.
5. No more than the 6 tents with table and chairs per night is permitted at this special event.
6. The use of any public address or sound projection system shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m., and shall not project sound onto adjacent streets or residential areas, and shall comply with the noise control provisions of Chapter 22, Article II of the Code of Ordinances. No amplified sound equipment is allowed after 10 pm.
7. A copy of all applicable permits and the approved Special Event permit shall be posted on site in a prominent location during the event and shall be made available for presentation upon request. Failure to obtain proper permits and failure to comply with all applicable code requirements and the conditions of the special event shall invalidate the approval and may result in a daily fine and the forfeiture of future event dates.
8. Please be advised that the City reserves the right to limit, alter, or deny special events at any time. The City may deny a special event permit application if it is determined that the activity will adversely impact neighboring businesses or residents, impose a safety hazard, create a noise disturbance that is not appropriate for the location, place the City in a position of liability, or overextends the City's ability to provide services. The City may limit the duration of the event, including the hours of the event and the number of days it may be conducted, to minimize adverse impact caused by the activity that the City cannot manage. Also, be advised that the conditional use shall not unreasonably impact the character of the surrounding area (particularly residential areas) due to the types of activities, intensity of development, placement of facilities, or other factors. Particular attention shall be given to safety, aesthetics, noise, lightning, odors, vibration, and related impacts per LDC Section 14-3-29(F)(3).
9. Alcohol sales is strictly prohibited from being sold or consumed during the special event hours of operation.
10. Event organizers shall be responsible for any outside food vendors. For special events with food vendors, the event organizer shall: a.) Provide a list of all food vendors and verification of their Florida Department Agriculture and Consumer Services (FDACS) food permit to the City. This list must include all vendors anticipated to participate in the event, as well as a list of alternates that may be substituted in the event an individual vendor is unable to participate. Failure to comply with this requirement will result in vendors being barred from participation in the scheduled event; b.) Require each vendor to provide their own garbage bags and to keep the area around the vendor's booth clean;
11. Trash cans shall be placed throughout the event area. Immediately after the event, the applicant shall clean the site, adjacent site(s) and rights-of-way of any debris from the event.
12. Every food truck must have a current Business License with the City.

Lisandra Roman, owner of Lechonera El Jibarito at 1985 S. John Young Parkway, stated she agrees with all city conditions and supports the project but respectfully requested reconsideration of the event hours to extend from 10pm to midnight due to setup and breakdown time, and emphasizing her commitment to safety and compliance with the noise ordinance while expressing hope the event will create jobs and provide the community with diverse food options

Discussion ensued among the Board Members regarding the applicant's request to extend the event hours.

Board Member Alex Alemi made a motion to approve the request with an amendment to extend the hours of operation from 7pm-10 p.m. to 7pm-12 a.m. Board Member Diana Marrero-Pinto seconded the motion.

1. **The hours of operation for this special event for outdoor sales from food trucks is: Wednesday to Sunday from 7 pm to 12 am. No outdoor sales from food trucks shall occur outside of these hours of operation.**
2. **This special event approval for outdoor sales from food trucks is valid for 90 days only. This Special Event must come back to the Development Review Committee (DRC) to consider a renewal, and/or different hours/days. Land Development Code Section 14-6-28.**
3. **No food trucks, food trailers, or other materials associated with the Special Event may be stored or parked on-site outside of the approved special event hours of operation. A parking agreement may be necessary with surrounding parcels if the parking for the special event is insufficient and poses safety hazard not deemed suitable.**
4. **No more than the 6 food trucks per night is permitted at this special event.**
5. **No more than the 6 tents with table and chairs per night is permitted at this special event.**
6. **The use of any public address or sound projection system shall be prohibited between the hours of 10:00 p.m. and 7:00 a.m., and shall not project sound onto adjacent streets or residential areas, and shall comply with the noise control provisions of Chapter 22, Article II of the Code of Ordinances. No amplified sound equipment is allowed after 10 pm.**
7. **A copy of all applicable permits and the approved Special Event permit shall be posted on site in a prominent location during the event and shall be made available for presentation upon request. Failure to obtain proper permits and failure to comply with all applicable code requirements and the conditions of the special event shall invalidate the approval and may result in a daily fine and the forfeiture of future event dates.**
8. **Please be advised that the City reserves the right to limit, alter, or deny special events at any time. The City may deny a special event permit application if it is determined that the activity will adversely impact neighboring businesses or residents, impose a safety hazard, create a noise disturbance that is not appropriate for the location, place the City in a position of liability, or overextends the City's ability to provide services. The City may limit the duration of the event, including the hours of the event and the number of days it may be conducted, to minimize adverse impact caused by the activity that the City cannot manage. Also, be advised that the conditional use shall not unreasonably impact the character of the surrounding area (particularly residential areas) due to the types of activities, intensity of development, placement of facilities, or other factors. Particular attention shall be given to safety, aesthetics, noise, lightning, odors, vibration, and related impacts per LDC Section 14-3-29(F)(3).**
9. **Alcohol sales is strictly prohibited from being sold or consumed during the special event hours of operation.**

10. **Event organizers shall be responsible for any outside food vendors. For special events with food vendors, the event organizer shall: a.) Provide a list of all food vendors and verification of their Florida Department Agriculture and Consumer Services (FDACS) food permit to the City. This list must include all vendors anticipated to participate in the event, as well as a list of alternates that may be substituted in the event an individual vendor is unable to participate. Failure to comply with this requirement will result in vendors being barred from participation in the scheduled event; b.) Require each vendor to provide their own garbage bags and to keep the area around the vendor's booth clean;**
11. **Trash cans shall be placed throughout the event area. Immediately after the event, the applicant shall clean the site, adjacent site(s) and rights-of-way of any debris from the event.**
12. **Every food truck must have a current Business License with the City.**

AYE: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin, Board Member Roth

NAY: None

Motion to Approve w/ Amended Condition #1 Passed 5 - 0.

5.C Public Hearing - Osceola Village Center PUD Amendment: PUD-23-0001

Senior Planner Cristian Arias stated that this item is a request for approval of a Planned Unit Development (PUD) Amendment to add self-storage facilities as a permitted use and to include regulatory language in the sign standards for the Osceola Village Center Mixed-Use Planned Unit Development (MUPUD) project. Subject property is located at 33-25-29-00U0-0012-0000.

Senior Planner Arias stated the Osceola Village Center MUPUD approved in 2019 as a 161.8-acre mixed-use development includes residential and commercial uses and the applicant is requesting to add self-storage as a permitted use and to modify the sign standards to allow 4-foot by 15-foot monument entry signs for the multi-family development therefore the PUD amendment is needed to include these updates

Staff recommends approval for the following reasons:

1. Compliance with the intent of the MUPUD zoning district as outlined in Sections 14-3-28 and 14-4-8(D) of the Land Development Code (LDC).
2. 2. Compliance with the allowable uses as outlined in LDC Section 14-4-8(D)(3)(b) as the proposed self-storage facility use is an allowed use in the non-residential Zoning Districts, (Highway Commercial).
3. 3. Compliance with Policy 1.2.3.2, Commercial General (CG) Future Land Use Designation, outlined in the Future Land Use Element of the Comprehensive Plan intended to accommodate office uses, general retail sales and services in highly accessible areas adjacent to major thoroughfares and transit facilities that possess the necessary location, site, and market requirements.

Planning staff and Board Members discussed the future land use designation and current regulations regarding the allowed uses within the development

Richard Wohlfarth, Planner and Engineer for Osceola Village Center, 1275 Prince Court, Lake Mary, stated the project is a true mixed-use development with residential, hospital, and retail uses and that the proposed three-story self-storage facility will complement the community, serve residents and nearby businesses, and enhance the site's overall design and functionality.

Board Member Alex Alemi made a motion to remove the Self-Storage conditional use from the Osceola Village PUD Amendment—specifically to strike Item 20 from Part A—while retaining the signage amendments. Board Member Lynda Roth seconded the motion.

AYE: Board Member Alemi, Board Member Roth
NAY: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Marin

Motion to Approve Failed 2 - 3.

Board Member Diana Marrero-Pinto made a motion to Approve. Board Member Alex Alemi seconded the motion.

1. **Compliance with the intent of the MUPUD zoning district as outlined in Sections 14-3-28 and 14-4-8(D) of the Land Development Code (LDC).**
2. **Compliance with the allowable uses as outlined in LDC Section 14-4-8(D)(3)(b) as the proposed self-storage facility use is an allowed use in the non-residential Zoning Districts, (Highway Commercial).**
3. **Compliance with Policy 1.2.3.2, Commercial General (CG) Future Land Use Designation, outlined in the Future Land Use Element of the Comprehensive Plan intended to accommodate office uses, general retail sales and services in highly accessible areas adjacent to major thoroughfares and transit facilities that possess the necessary location, site, and market requirements.**

AYE: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Alemi, Board Member Marin, Board Member Roth
NAY: None

Motion to Approve Passed 5 - 0.

5.D Public Hearing - Resolution to vacate unnamed right-of-way located adjacent to 15 Church St. - ABDN-25-0002

Planning Manager Brenda Ryan stated this is a Recommendation of approval to adopt a resolution to vacate 0.1 acres, more or less, of right-of-way that has a (T4-R), and (T4-0) Zoning designations. The subject property is located at 15 Church Street.

Planning Manager Ryan stated that the 17-foot-wide alleyway established by the 1889 O'Neal and Osborn Addition Plat overlaps the existing First Presbyterian Church built in 1886 and that the proposed vacation will remove the underlying right-of-way to align property boundaries noting similar vacations were approved in 1970 and 1996 with no objections from utility providers.

Staff recommends approval subject to the following conditions:

1. Removal of the rights-of-way or easements does not have an impact or effect on the roadway network and will result in no net loss of connectivity within the City's Multimodal Transportation District (MMTD).
2. Consistent with applicant justification; future development; emergency responses; city services; and other Land Development Code documents.
3. Compliance with Land Development Code Sections 14-3-47 Vacation and Abandonment of Rights-of-Way and Easements, procedures, requirements, and criteria for right of way and easement vacation requests.

Planning staff and Board Members discussed the possibility of a pedestrian easement and downtown master plan enhancements with Planning Manager Ryan stating there is no public interest in establishing a pedestrian easement on private property.

Bob Whidden, RJ Whidden Associates, 8 Broadway Ave, Kissimmee, FL, stated he discovered an alleyway shown through the church building due to a record error and explained the need to vacate it to prevent future ownership or insurance issues while offering an alternative easement if needed and commending city staff for their assistance.

Board Member Diana Marrero-Pinto made a motion to Approve. Board Member Lynda Roth seconded the motion.

AYE: Board Member Bussiere, Board Member Marrero-Pinto, Board Member Marin, Board Member Roth
NAY: Board Member Alemi

Motion to Approve Passed 4 - 1.

6. PUBLIC HEARINGS

7. DISCUSSION

Board Member Alex Alemi discussed adopting Rosenberg's Rules of Order in place of Robert's Rules of Order for the Planning Advisory Board.

Discussion ensued among the Board Members regarding the pros and cons of adopting Rosenberg's Rules of Order.

Board Member Alex Alemi gave public notice that at the subsequent meeting he would make a motion to adopt Rosenberg's Rules of Order.

Planning Manager Brenda Ryan expressed concern that Rosenberg's Rules of Order will not maintain consistency with other City boards, promote more public participation or provide more efficient and effective meetings.

8. HEAR CHAIRMAN AND BOARD MEMBERS

9. ADJOURNMENT

There being no further business to come before the Planning Advisory Board, Chairman Robert Bussiere adjourned the meeting at 08:01PM

Board Chairman

ATTEST:

Board Secretary

In accordance with Florida Statute 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 includes the testimony and evidence upon which the appeal is made.

In accordance with Florida Statute 286.26, persons needing assistance to participate in any of these proceedings should contact the office of the City Clerk at (407) 518-2309 prior to the meeting.