



**MEETING AGENDA
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 21, 2023 AT 6:00 PM**

- 1. MEETING CALLED TO ORDER**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND SPECIAL PRESENTATIONS**

3.A Promotion of Michael Porcella to Fire Lieutenant

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

- 4.A Public Hearing - Second and Final Reading - An Ordinance amending Chapter 22, Article II: Noise and amending Chapter 1, Section 1-22: General Provisions - Proposed Ordinance # 23-01

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; REORGANIZING AND UPDATING LANGUAGE IN CHAPTER 22, ARTICLE II, NOISE; AMENDING CHAPTER 1, SECTION 1-22(B) TO ADD FINES FOR REPEAT NOISE VIOLATIONS; REPLACING THE CODE ENFORCEMENT BOARD WITH THE CODE ENFORCEMENT SPECIAL MAGISTRATE IN CHAPTER 1 SECTION 1-22(C); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

5. PUBLIC HEARINGS

6. HEAR AUDIENCE

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

7. CONSENT AGENDA

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

- 7.A Approval of City Commission Minutes from the February 7, 2023 meeting
- 7.B Approval to utilize Federal Justice Department forfeiture funding to fund the start of the Operation Identify Program
- 7.C Resolution to Amend the Local Housing Assistance Plan covering State Housing Initiative Program fiscal years 2022-2023, 2023-2024, and 2024-2025
- 7.D Approval to submit a 2023 Land and Water Conservation Fund Grant application for capital improvements at the Kissimmee Lakefront Park
- 7.E Internship Grant from Florida Airports Council (FAC) for Kissimmee Gateway Airport
- 7.F Extension of Disaster Response Services Contract for debris monitoring with Thompson Consulting Services
- 7.G Extension of Disaster Response Services Contracts for debris removal with Crowder Gulf and Southern Disaster Recovery

7.H Purchase of Mechanical Chest Compression Devices from Stryker Medical

7.I Additional funding for equipment from Stryker Medical for New Rescue 16

8. DISCUSSION ITEMS

CITY COMMISSION RECESSESS AND CONVENES AS CRA BOARD

8.A Termination of the Developer's Service Agreement between the Downtown Kissimmee CRA and Toho Water Authority

CRA ADJOURNS AND RECONVENES AS CITY COMMISSION

8.B Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

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

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

ITEM 3.A

Promotion of Michael Porcella to Fire Lieutenant

Request

Staff requests that Michael Porcella be sworn into his newly appointed position of Fire Lieutenant.

Explanation

On February 18, 2023, Michael Porcella was promoted to the position of Lieutenant. This vacancy was created by the retirement of Glory Seley.

Department: Fire

Presenter:

Attachment(s):

1. (S) Oath of Office for Michael Porcella

City of Kissimmee Fire Department

101 Church St.

Suite 200

Kissimmee, Florida 34741-5054

(407) 518-2222 • FAX (407) 933-8604



February 21, 2023

I, Michael Porcella, having been appointed to the position of Fire 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

Michael Porcella

Attest (City Clerk)

Witness
(Jim Walls, Fire Chief)

ITEM 4.A

Public Hearing - Second and Final Reading - An Ordinance amending Chapter 22, Article II: Noise and amending Chapter 1, Section 1-22: General Provisions - Proposed Ordinance # 23-01

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; REORGANIZING AND UPDATING LANGUAGE IN CHAPTER 22, ARTICLE II, NOISE; AMENDING CHAPTER 1, SECTION 1-22(B) TO ADD FINES FOR REPEAT NOISE VIOLATIONS; REPLACING THE CODE ENFORCEMENT BOARD WITH THE CODE ENFORCEMENT SPECIAL MAGISTRATE IN CHAPTER 1 SECTION 1-22(C); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Request

Requesting approval of an updated and reorganized Noise Ordinance and approval of modifications to Section 1-22 to include fees for repeat offenses of the Noise Ordinance.

Explanation

In November 2021, City staff began working with a consultant, VHB, to update and reorganize the Noise Ordinance (Chapter 22, Article II), which was out of date, difficult for staff to enforce, and not user-friendly for the public. The proposed ordinance updates definitions, decibel levels, measurement methodology, and standards for enforcement, resulting in a modern ordinance that is easier to interpret and easier to enforce. Amendments are also proposed to Chapter 1, Section 1-22: General Penalty, to create a tiered fine for repeat offenses of the Noise Ordinance.

This is accompanied by an internal enforcement guide that breaks the ordinance into highlights that can easily be used in the field when City staff are working with the public on correcting a noise violation. Attached is a draft enforcement policy which will be finalized prior to the effective date of this ordinance and establishes the joint enforcement of the Noise Ordinance between Code Enforcement and the Kissimmee Police Department (KPD). A 90 day effective period was added to allow time for training on the ordinance, sound meter, and to give enough notice to the public of the new regulations.

A minor amendment has been made since the first reading of this item, Section 22-26.B was removed from the ordinance but will be placed in the Enforcement Policy to give enforcement more flexibility on the time needed to comply with the ordinance (if in violation). Removing this section and putting the standards in the Enforcement Policy will allow both KPD and Code Enforcement to follow their own procedures.

Recommendation

Approval to amend Chapter 22, Article II: Noise and Chapter 1, Section 1-22: General Provisions.

REQUESTED CITY COMMISSION ACTION:

Approve
Adopt

Department: Development Services
Presenter: Ashley Cornelison

Attachment(s):

City of Kissimmee

1. (S) - Proposed Ordinance # 23-01
2. Draft Noise Enforcement Policy
3. Sec 1-22 General Provisions - Strikethrough
4. Noise Ordinance - Strikethrough
5. Noise Enforcement Handout
6. Advertisement

PROPOSED ORDINANCE NO. 23-01
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; REORGANIZING AND UPDATING LANGUAGE IN CHAPTER 22, ARTICLE II, NOISE; AMENDING CHAPTER 1, SECTION 1-22(B)(8) TO ADD FINES FOR REPEAT NOISE VIOLATIONS; REPLACING THE CODE ENFORCEMENT BOARD WITH THE CODE ENFORCEMENT SPECIAL MAGISTRATE IN CHAPTER 1 SECTION 1-22(C); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION THAT CHAPTER 22, ARTICLE II, NOISE AND CHAPTER 1 - GENERAL PROVISIONS, SECTION 1-22(C), GENERAL PENALTY ARE HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1.

ARTICLE II. - NOISE

Sec. 22-19. Title.

This article shall be known as the "City of Kissimmee Noise Control Ordinance".

Sec. 22-20. Purpose.

It is the intent of the City to protect the public health, safety, and welfare by establishing regulations for the appropriate levels of noise output. It shall be unlawful for any person or business to produce any noise which disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others within the limits of the City.

Sec. 22-21. Definitions.

A-weighted scale (dBA) means the A-weighting filter network in accordance with the requirements of the American National Standards Institute (ANSI) which reduces the measured sound pressure levels as compared to a linear scale or measurement for the lower frequencies, which under defined conditions, approximates the frequency responses of the human ear.

Commercial area means any area where the current use of the land is for office or business.

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private thoroughfares, structures, utilities, or similar property.

Continual use means operation of a device for a period of time extending beyond fifteen (15) minutes.

Continuous noise means a sound which is present for a period of time extending beyond fifteen (15) minutes. Examples include outdoor music, power generators, and construction.

Decibel (dB) means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.

Designated official means the City Manager of Kissimmee or designated staff official by the city manager.

Impact noise means noise created by a construction related device used for breaking up hard material such as jackhammers, pile drivers, power impact hammers, impact wrenches, riveters, and stud drivers.

Industrial area means any area where the current use of the land is industrial.

Intermittent noise shall mean a sound of greater than one (1) second duration and less than fifteen (15) minutes. Examples of sources of intermittent noise are air compressors, heating and air conditioning units, and PA speakers.

Linear scale means sound pressure level measurements which are not adjusted for some purpose.

Mixed-Use means property that includes a building(s) or structure(s) which contains both commercial (usually on the ground floor) and residential use, where such residential use is located above, behind, below, or adjacent to the commercial use. This category shall also include any area where commercial use abuts residential use or is located immediately or directly across a public right-of-way from residential use. Mixed-Use excludes property which is located in the Downtown Community Redevelopment Area (CRA) as described in section 22-22 herein. Property used for the public benefit such as outdoor concert events, fairs, festivals, athletic fields, and public assemblies is also included in the definition of "Mixed-Use."

Party, party responsible means any individual, association, partnership, or corporation, and includes any officer, employee, department, agency or instrumentality of a state, or any political subdivision of a state.

Plainly audible means any sound that can be detected by a person using his or her unaided hearing faculties who has a direct line of sight and hearing to the source of the noise. The person need not determine particular words or phrases, or the name of any song or artist: the detecting of a rhythmic bass reverberating sound is sufficient.

Property means any parcel of land or structures thereon which are held under title, deed, or other form of legal documentation by a public or private entity. Use of the term "Property" in the Code may refer to the area from which a noise is projecting or the area into which a noise is projecting.

Property line means a line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one (1) person from that owned, rented or leased by another person, excluding intrabuilding real property divisions.

Public space means any real property or structure thereon, normally accessible to the public.

Residential area means any area where the current use of the land is residential.

Right-of-way means the strip of land dedicated for pedestrian and vehicular movement, which may also accommodate public utilities. The term right-of-way includes public and private rights-of-way.

Sound means energy which is transmitted by pressure waves in air or other materials and is the objective cause of the sensation of hearing. Commonly called noise, if unwanted.

Sound amplification device means devices used to amplify sound such as radios, stereos, CD players, DVD players, microphones, drums, turn tables, audio or visual equipment, electronic devices, musical instrument, sound equipment, television sets, interior or exterior speakers, loudspeakers, bullhorn, or similar devices.

Sound level means the level of sound measured with a sound level meter and one (1) of its weighting networks. When A-weighting is used, the sound level is given in dBA.

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels.

Sound pressure means the dynamic variation in atmospheric pressure at a point in space minus the static pressure at that point.

Sound pressure level is numerically equal to twenty (20) times the logarithm (to the base ten) of the sound pressure to the reference sound pressure (the reference sound pressure shall equal twenty (20) micro pascals). Unless otherwise stated, the level is understood to be that of a root mean-square pressure.

Sound level meter weighting network means an electronic filter in a sound level meter which provides different response characteristics to sound pressure levels as a function of the frequency of the sound being measured or considered.

Vessel means a boat as referenced in Article VII, Constitution of the State of Florida, Section 1(b), and includes every description of watercraft, barge, and air boat, other than a seaplane on the water, used or capable of being used as a means of transportation on water. The term vessel additionally includes, but is not limited to, a commercial vessel, a homemade vessel, a live-aboard vessel, a motorboat, a noncommercial vessel, and a personal watercraft, all as defined in F.S. 327.02.

Sec. 22-22. Application.

- A. The requirements of this Article shall apply to all noises (except those specifically named herein or by resolution), including continuous and intermittent noise, tones, impact noise, and noise emitted by speaker boxes, pick-up and delivery trucks and any other commercial or industrial activities which are under the control of the occupant of a building site.
- B. *Exceptions.*
 - 1. Gas-powered equipment (8:00 a.m.—8:00 p.m.); and
 - 2. Noises from motor vehicles such as automobiles, trucks, airplanes, motorcycles, and railroads which are regulated by state and federal law; and
 - 3. Noises from emergency services vehicles, such as fire engines, ambulances, and law enforcement vehicles that are on emergency business.
- C. The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded by any means within any public or private property when measured fifty (50) feet from the property line of the property generating said noise. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.
- D. The noise levels listed in Section 22-24, Tables 1 and 2 may not be exceeded for a cumulative period of one (1) or more minutes in any fifteen (15) minute period. The measurement period shall not be less than fifteen (15) minutes.

- E. Table 1 indicates the maximum noise levels within the City of Kissimmee with exception to the Downtown Community Redevelopment Area (CRA). Table 2 is applicable to the Downtown CRA, as defined in Figure 1.

Sec. 22-23. Method of noise measurement.

- A. All measurements shall be made with a sound level meter which satisfies the requirements pertinent for Class I and II sound level meters in the latest American National Standards Institute (ANSI)/Acoustical Society of America (ASA) standards for sound level meters. Operation of the sound level meter shall be consistent with applicable standards and follow the guidelines established within the "Noise Code Enforcement Reference Sheet". The measurements shall in general be made in accordance with the latest American Society for Testing and Materials (ASTM) standards, entitled "Standard Guide for Measurement of Outdoor A-Weighted Sound Levels."
- B. No sound measuring meter, nor any independent witness shall be required to enforce or prove a violation pursuant to section 22-25.

Sec. 22-24. Maximum noise levels.

The following tables shall be used to determine the maximum noise level, measured in A-weighted decibels, which shall be permitted in the defined locations at the described time periods.

A. *Maximum noise levels by use of land.*

1. Table 1 shall be used to determine the maximum noise level permitted at the property line of the closest use of land in each of the categories below. Sound or noises projecting from one use into another use with a different noise level limit, shall not exceed the limits of the use of land into which the noise is projected.
2. Class B standards apply to noises originating from heavy manufacturing uses as defined in the Land Development Code, Chapter 14-2. Class A standards apply to all other uses.

Table 1

Maximum Noise Levels In A-Weighted Decibels			
Current Use of the Land	Class A Standard 7:00 a.m.—10:00 p.m.	Class A Standard 10:00 p.m.—7:00 a.m.	Class B Standard
Residential	60 dBA	55 dBA	65 dBA
Office	70 dBA	65 dBA	75 dBA
Commercial	70 dBA	65 dBA	75 dBA
Industrial	75 dBA	75 dBA	85 dBA

- B. *Maximum noise levels in the Downtown Community Redevelopment Area (CRA).*

Table 2

Maximum Noise Levels In A-Weighted Decibels		
Downtown CRA	7:00 a.m.—10:00 p.m.	10:00 p.m.—7:00 a.m.
	85 dBA	70 dBA

Sec. 22-25. – Specific Prohibited Noises.

The following acts, among others, are declared to be unlawful, loud, disturbing and unnecessary noises in violation of this section, but said enumeration shall not be deemed to be exclusive. Where a provision of this section conflicts with other provisions in this Article, the more stringent provision shall apply.

A. On Residential Property.

1. The creation of noise between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of fifteen (15) feet from the property line of the building or structure in which the noise is located shall be a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.

B. On Mixed-Use Property.

1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-24, Table 1.
2. The playing, using or operating, or permitting to be played, used, or operated, of any machine or device for the producing or reproducing of sound which is cast upon the public or private street or directed toward any open entrance or exit, or other similar opening in the building or structure.
3. Yelling, shouting, hooting, whistling, or singing on the public or private streets at any time or place so as to exceed the maximum noise levels established under Section 22-24, Table 1.
4. The creation of such a noise or operation of any such device between the hours of 10:00 p.m. and 7:00 a.m. in a such manner as to be plainly audible at a distance of fifty (50) feet from the property line of the building or structure in which it is located shall be prima facie evidence of a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.

C. Schools, courts of law, churches, hospitals, governmental meeting.

1. The creation of an excessive noise on any street adjacent to a school, institution of learning, church, court of law, or governmental meeting while the same are in use, or adjacent to any hospital, that unreasonably interferes with the workings of such institution or that unreasonably annoys or disturbs patients in the hospital.

D. In the Downtown CRA.

1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-

amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-24, Table 2.

2. Any such machine, instrument, speaker, or device being used inside of a building, structure, room, chamber, or other similarly defined area that is located within twenty (20) feet from any open entrance or exit, or any window or other similar opening in the building, structure, room, chamber, or other similarly defined area shall be oriented toward the interior and pointed opposite and away from such openings.

E. *Construction or repairing of buildings.*

1. The erection (including excavation), demolition, alteration, or repair of any building or site may occur between the hours of 7:00 a.m. and 6:00 p.m. on Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. Any noise resulting from such activity shall not exceed the maximum noise levels established under Section 22-24, Table 1.
2. If the designated official should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building, site, or the excavation of streets and highways between the hours specifically prohibited by this section, a permit may be granted for such work to be done.
 - a. As a condition of the permit, notice shall be sent of the proposed activity to all property owners adjacent to the site where the work will occur. The notice shall include contact information for the project representative who will be available to respond to questions and complaints throughout the duration of the proposed activity. The designated official may at their discretion place additional conditions on the permit to ensure public health and safety is maintained.
 - b. Failure to comply with the requirements of this subsection, including neglecting to respond to questions and complaints from adjacent property owners, may result in the disapproval of future permit requests.

Sec. 22-26. Enforcement.

- A. The Code Enforcement Division and Kissimmee Police Department (KPD) shall have the joint responsibility of enforcing violations of this ordinance in accordance with the "Noise Ordinance Enforcement Policy."
- B. *Liability for payment of noise citation.*
 1. Any person issued a citation under this Chapter shall be deemed charged with a noncriminal infraction and shall have thirty (30) days from the date of the violation to request a hearing to contest or pay the citation.
 2. Failure to request a hearing or pay the citation within thirty (30) days of the date of violation shall result in an additional late penalty and the citation shall be sent to collections.
- C. *Hearing to contest noise citation.*
 1. If a person elects to contest the noise citation through a hearing, the City shall set a hearing date and time before the Code Enforcement Special Magistrate. In addition to any fine imposed for a violation of this Article, the Special Magistrate may assess court costs not to exceed \$100.00 if the Special Magistrate deems necessary.
 2. If a person fails to appear at the hearing set by the City, the Special Magistrate shall proceed with the hearing and may assess fines and court costs.

Sec. 22-27. Use of Mechanical Loudspeakers or Amplifiers Out of Doors

A. Applicability.

1. *Temporary/special event use.* Use of any mechanical loudspeaker, or other sound amplification device out of doors on public or private property for temporary use at a special event shall be permitted as part of the special events permit process under Section 14-6-28 of the Land Development Code.
2. *Continual use.* Use of any mechanical loudspeaker, or other sound amplification device out of doors on public or private property for continual use shall be allowable provided the standards of this section are met.
3. *Exceptions.* The following are exempt from the requirements of this section:
 - a. Sound amplification devices for personal use including but not limited to cellphones, personal computers, televisions, and Bluetooth speakers, provided that the activity otherwise complies with Sections 22-22 through 22-25 of this Article.

B. General Standards.

1. Continual use of any mechanical loudspeaker or other sound amplification device out of doors shall comply with the following conditions:
 - a. Will not interfere with any governmental function or with any event previously permitted, or with any event scheduled through the Parks and Recreation Department; and
 - b. Is not located within 1,000 feet of an activity or another location previously permitted for a temporary/special event under Section 14-6-28 of the Land Development Code; and
 - c. Is not for a fully enclosed restaurant, bar, or other similar establishment that does not have a permitted sidewalk café or other approved designated outdoor space for patrons; and
 - d. Will not operate between the hours of 10:00 p.m. and 7:00 a.m., except as provided in subsections (B.2.) and (C.3.) below.
2. *Extended hours.* The City Manager or their designee may approve and authorize extended hours for use of a loudspeaker or other sound amplification device provided that the proposed activity otherwise complies with the provisions of subsections (B.1.) and (C.1.) and the sound levels and standards prescribed in sections 22-22 through 22-25 herein.

C. Use specific standards.

1. *Schools, courts of law, churches, hospitals, governmental meetings, public transportation facilities.* No person shall use a loudspeaker or other sound amplification device out of doors within 1,000 feet of any school, court of law, hospital, governmental meeting, or public transportation facility as defined in § 496.425(1)(b), Florida Statutes, during normal business hours of operation of that entity without the permission from that property owner.
2. *Downtown Community Redevelopment Area (CRA).* The Downtown CRA, as described in Figure 1, is exempt from the prohibitions contained in subsection (C.1.). Within said Area, loudspeakers or other sound amplification devices may be used out of doors without regard to the other prohibitions set forth in subsection (C.1.) above. However, sections (B.1.d.) and 22-22 through 22-25 set forth herein shall still apply.
3. *Sidewalk cafes.* Except for loudspeakers and sound amplification devices installed by the City, such speakers and devices that are permitted for continual use out of doors under this section shall not be located within the public rights-of-way,

including the air space above such public rights-of-way, unless such use is for a permitted sidewalk café or for space that is part of an encroachment agreement with the City. In that instance, such speakers and devices shall not face or direct the sound upward toward airspace or toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers or devices, whether permanently mounted or affixed to the exterior of the building or structure, shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in section 22-22 through 22-25 herein.

4. *Restaurants, bars, and similar establishments.* Any person, business, or property owner that is operating a restaurant, bar, or other similar establishment at a fixed location that is providing designated outdoor space to its patrons on private property (i.e. patio, rooftop, etc.) may utilize loudspeakers or sound amplification devices for continual use out of doors as long as such speakers and devices comply with the standards herein. Such speakers and devices may be permanently mounted or affixed to the exterior of the building or structure or free-standing and shall not face or direct the sound upward toward airspace or outward toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers and devices shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in sections 22-22 through 22-25 herein. If the speakers or devices are free-standing, they shall not be elevated more than five (5) feet off of the ground.

Figure 1



Sec. 22-28 – 22.49. Reserved.

SECTION 2.

CHAPTER 1 – GENERAL PROVISIONS

Sec. 1-22. – General Penalty.

(b) The following list of fines shall be imposed for violation of the provisions contained in this Code, to wit:

(8) Noise (chapter 22, article II): \$50.00 to \$500.00.

- a. First violation within one year: \$50.00.
- b. Second violation within one year: \$100.00.
- c. Third violation within one year: \$250.00.
- d. All subsequent violations in one year: \$500.00.

(c) Code Enforcement Special Magistrate fines.

(1) In accordance with F.S. § 162.09(2)(d), the Special Magistrate has the authority to impose the following fines:

- a. Fines not to exceed \$1,000.00 per day per violation for a first violation.
- b. Fines not to exceed \$5,000.00 per day per violation for a repeat violation. A repeat violation is a violation of a code or ordinance by a person who has been previously found by the Special Magistrate, or any other quasi-judicial or judicial process, to have violated or who has admitted to violating the same provision within five years prior to the violation. The violation can occur at any location within the city.
- c. Fines not to exceed \$15,000.00 per violation if the Special Magistrate finds the violation to be irreparable or irreversible in nature.

(2) The Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes, including clerical and administrative costs. The fine may also include any cost the City incurred to bring the violation in to compliance.

(3) In determining the amount of the fine, the Special Magistrate shall consider the following factors:

- a. The gravity of the violation;
- b. Any actions taken by the violator to correct the violation; and
- c. Any previous violations committed by the violator.

(4) Any cost to the city to repair the violation and bring it into compliance.

(5) Time and effort made by the Special Magistrate and other City staff on the violation.

SECTION 3. All ordinances in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall take effect 90 days upon its passage.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this 21st day of February, 2023.

Mayor - Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney



Title: Policy Template

Effective Date:

Revised Date:

Policy: It is the purpose of this policy to establish standards for the enforcement of the Noise Ordinance.

100.01 Responsibilities: The Code Enforcement Division and Kissimmee Police Department (KPD) shall have the joint responsibility of enforcing violations of the Noise Ordinance, Article II, Noise of the Kissimmee Code of Ordinances. For fines, please see Chapter 1, Section 1-22

The Code Enforcement Division shall enforce the Noise Ordinance where the disturbance is tied to the use of the land and/or where provisions in Florida Statute (F.S.) Chapter 162 permit Code Enforcement action. The Kissimmee Police Department shall enforce all other noise disturbances and those identified in Section-22-22(B) in accordance with Florida Statutes. When a situation arises where it is unclear if the Kissimmee Police Department or Code Enforcement Division should enforce the Noise Ordinance, the Police Chief and the Development Services Director (or their designees) shall meet to discuss which department shall be responsible for enforcement.

1. Examples of situations that would require Code Enforcement action:
 - a. A business has mechanical equipment with noise that is causing a disturbance to an adjacent neighborhood.
 - b. A restaurant with outdoor dining has a live band playing during Code Enforcement operating hours and the noise is causing a disturbance to the property next door.
2. Examples of situations that would require Kissimmee Police Department action:
 - a. There is a residential house party on the weekend causing a disturbance to surrounding neighbors.
 - b. A restaurant is holding an event outside of Code Enforcement hours and noise is causing a disturbance to the property next door.

Mike Steigerwald
City Manager

City Clerk

Sec. 1-22. General penalty.

- (a) Whenever in this Code or in any ordinance of the city an act is prohibited or is made or declared to be an unlawful offense or whenever in such Code or ordinance the doing of any act is required and the failure to do any such act is declared to be unlawful, or where no specific penalty is otherwise provided, the violation of any such provision of this Code or ordinance shall be punished by a fine not exceeding \$500.00 or imprisonment. Each day any violation of any provision of this Code or of any ordinance shall continue shall constitute a separate offense.
- (b) The following list of fines shall be imposed for violation of the provisions contained in this Code, to wit:
- (1) Junk/debris/abandoned property: \$100.00.
 - (2) Construction permits (failure to obtain): \$100.00.
 - (3) Mobile home setup permit: \$100.00.
 - (4) Structures within city right-of-way: \$100.00.
 - (5) Lot grading: \$150.00.
 - (6) Lot mowing (section 9-328): \$150.00.
 - (7) Signs: \$150.00.
 - (8) Noise (**chapter 22, article II**): \$50.00 to \$500.00.
 - a. First violation within one year: \$50.00.
 - b. Second violation within one year: \$100.00.
 - c. Third violation within one year: \$250.00.
 - d. All subsequent violations in one year: \$500.00.
 - (9) Vehicle for hire (nonemergency medical transport) (chapter 46): \$250.00.
 - (10) Commercial vehicles in residential: \$150.00.
 - (11) Occupational license (chapter 40, article VI): \$250.00.
 - (12) City of Kissimmee zoning regulations (chapters 50 through 80): \$250.00.
 - (13) Excavation or fill of properties: \$150.00.
 - (14) Animals running at large (section 6-20(a)): \$100.00.
 - (15) Domestic fowl running at large (section 6-20(b)): \$100.00.
 - (16) Consumption of alcoholic beverages in a restaurant only (chapter 4): \$100.00.
 - (17) Open burning (sections 24-50 through 24-55): \$100.00.
 - (18) Temporary fence for pools: \$50.00.
 - (19) Failure to obtain electric permit: \$100.00.
 - (20) Secondhand dealers and rentals.
 - a. First violation within one year: \$50.00.

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- b. Second violation within one year: \$100.00.
 - c. Third violation within one year: \$250.00.
 - d. All subsequent violations in one year: \$500.00.
- (21) NFPA 101 Life Safety Code: \$200.00.
- (22) NFPA Codes/Standards: \$150.00.
- (23) Florida Fire Prevention Code: \$150.00.
- (24) Uniform Fire Safety Rules and Regulations: \$150.00.
- (25) Stop work order (failure to comply): \$200.00.
- (26) Violations of the residential minimum maintenance ordinance (chapter 9, article V) and commercial minimum maintenance ordinance (chapter 9, article VI), not otherwise listed in this section: \$100.00.
- (27) Parking signs (section 38-23): \$25.00.
- (28) Parking violations (section 42-31).
- a. Parking by disabled permit only: \$250.00.
 - b. Parking in access aisles designated for use by persons who have disabled parking permits: \$250.00.
 - c. Parking in fire lane: \$50.00.
 - d. Blocking fire hydrant: \$50.00.
 - e. Parking on yellow or red curb: \$50.00.
 - f. Permit parking only: \$25.00.
 - g. Parking in loading zone: \$25.00.
 - h. Parking overtime (limit authorized in zone): \$25.00.
 - i. Parking over line: \$25.00.
 - j. Parking prohibited by sign: \$25.00.
 - k. Parking on sidewalk: \$25.00.
 - l. Parking on crosswalk: \$25.00.
 - m. No parking — Blocking dumpster: \$25.00.
 - n. No parking — Blocking driveway: \$25.00.
 - o. Improper parking — Obstructing traffic: \$25.00.
 - p. Improper parking — Parking with front of vehicle facing driving lane: \$25.00.
 - q. Parking violation where penalty amount not specified: \$25.00.
 - r. Failure to request hearing or pay parking citation within 30 days of the violation: \$25.00.
 - s. Parking a vehicle on a residential street without a current license plate affixed to the vehicle: \$25.00.

(c) ~~Code enforcement board~~Special Magistrate fines.

- (1) In accordance with F.S. § 162.09(2)(d), the ~~code enforcement board~~Special Magistrate has the authority to impose the following fines:
 - a. Fines not to exceed \$1,000.00 per day per violation for a first violation.
 - b. Fines not to exceed \$5,000.00 per day per violation for a repeat violation. A repeat violation is a violation of a code or ordinance by a person who has been previously found by the ~~code enforcement board~~Special Magistrate, or any other quasi-judicial or judicial process, to have violated or who has admitted to violating the same provision within five years prior to the violation. The violation can occur at any location within the city.
 - c. Fines not to exceed \$15,000.00 per violation if the ~~code enforcement board~~Special Magistrate finds the violation to be irreparable or irreversible in nature.
- (2) The ~~code enforcement board~~Special Magistrate may impose additional fines to cover all costs incurred by the city in enforcing its codes, including clerical and administrative costs. The fine may also include any cost the city incurred to bring the violation in to compliance.
- (3) In determining the amount of the fine, the ~~code enforcement board~~Special Magistrate shall consider the following factors:
 - a. The gravity of the violation;
 - b. Any actions taken by the violator to correct the violation; and
 - c. Any previous violations committed by the violator.
- (4) Any cost to the city to repair the violation and bring it into compliance.
- (5) Time and effort made by the ~~code enforcement board~~Special Magistrate and other city staff on the violation.

(Code 1976, § 1-9; Code 1995, § 1-1-99; Ord. No. 1887, 3-23-1993; Ord. No. 2297, 8-17-1999; Ord. No. 2324, 1-25-2000; Ord. No. 2394, 9-9-2001; Ord. No. 2474, 7-8-2003; Ord. No. 2506, 3-2-2004; Ord. No. 2614, 10-10-2006; Ord. No. 2773, 8-17-2010; Ord. No. 2950, § 9, 3-7-2017; Ord. No. 2953, § 2, 5-2-2017; Ord. No. 3000, § 6, 2-19-2019; Ord. No. 3030, § 2, 6-16-2020)

ARTICLE II. - NOISE

Sec. 22-19. Title.

This article shall be known as the "City of Kissimmee Noise Control Ordinance".

Sec. 22-20. Purpose.

It is the intent of the City to protect the public health, safety, and welfare by establishing regulations for the appropriate levels of noise output. It shall be unlawful for any person or business to produce any noise which disturbs, injures, or endangers the comfort, repose, health, peace, or safety of others within the limits of the city.

Sec. 22-21. Definitions.

A-weighted scale (dBA) means the A-weighting filter network in accordance with the requirements of the American National Standards Institute (ANSI) which reduces the measured sound pressure levels as compared to a linear scale or measurement for the lower frequencies, which under defined conditions, approximates the frequency responses of the human ear.

Commercial area means any area where the current use of the land is for office or business.

Construction means any site preparation, assembly, erection, substantial repair, alteration, or similar action, for or on public or private thoroughfares, structures, utilities, or similar property.

Continual use means operation of a device for a period of time extending beyond fifteen (15) minutes.

Continuous noise means a sound which is present for a period of time extending beyond fifteen (15) minutes. Examples include outdoor music, power generators, and construction.

Decibel (dB) means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base ten (10) of the ratio of the pressure of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.

Designated official means the City Manager of Kissimmee or designated staff official by the city manager.

Impact noise means noise created by a construction related device used for breaking up hard material such as jackhammers, pile drivers, power impact hammers, impact wrenches, riveters, and stud drivers.

Industrial area means any area where the current use of the land is industrial.

Intermittent noise shall mean a sound of greater than one (1) second duration and less than fifteen (15) minutes. Examples of sources of intermittent noise are air compressors, heating and air conditioning units, and PA speakers.

Linear scale means sound pressure level measurements which are not adjusted for some purpose.

MultiMixed-Use means property that includes a building(s) or structure(s) which contains both commercial (usually on the ground floor) and residential use, where such residential use is located above, behind, below, or adjacent to the commercial use. This category shall also include any area where commercial use abuts residential use or is located immediately or directly across a public right-of-way from residential use. MultiMixed-Use excludes property which is located in the Downtown Entertainment Area Community

Redevelopment Area (CRA) as described in section 22-224 herein. Property used for the public benefit such as outdoor concert events, fairs, festivals, athletic fields, and public assemblies is also included in the definition of "~~MultiMixed~~-Use."

Party, party responsible means any individual, association, partnership, or corporation, and includes any officer, employee, department, agency or instrumentality of a state, or any political subdivision of a state.

Plainly audible means any sound that can be detected by a person using his or her unaided hearing faculties who has a direct line of sight and hearing to the source of the noise. The person need not determine particular words or phrases, or the name of any song or artist: the detecting of a rhythmic bass reverberating sound is sufficient.

Property means any parcel of land or structures thereon which are held under title, deed, or other form of legal documentation by a public or private entity. Use of the term "Property" in the Code may refer to the area from which a noise is projecting or the area into which a noise is projecting.

Property line means a line along the surface, and its vertical plane extension, which separates the real property owned, rented or leased by one (1) person from that owned, rented or leased by another person, excluding intrabuilding real property divisions.

~~*Public right-of-way* means any street, avenue, boulevard, highway, sidewalk, alley or similar place normally accessible to the public which is owned or controlled by a governmental entity.~~

Public space means any real property or structure thereon, normally accessible to the public.

Residential area means any area where the current use of the land is residential.

~~*Right-of-way* means the strip of land dedicated for pedestrian and vehicular movement, which may also accommodate public utilities. The term right-of-way includes public and private rights-of-way.~~

Sound means energy which is transmitted by pressure waves in air or other materials and is the objective cause of the sensation of hearing. Commonly called noise, if unwanted.

Sound amplification device means devices used to amplify sound such as radios, stereos, CD players, DVD players, microphones, drums, turn tables, audio or visual equipment, electronic devices, musical instrument, sound equipment, television sets, interior or exterior speakers, loudspeakers, bullhorn, or similar devices.

Sound level means the level of sound measured with a sound level meter and one (1) of its weighting networks. When A-weighting is used, the sound level is given in dB~~B~~(A).

Sound level meter means an instrument which includes a microphone, amplifier, RMS detector, integrator or time average, output meter, and weighting network used to measure sound pressure levels. ~~The output meter instrument is of Type 2 or better, as specified in the American National Standards Institute Publication s1.4-1971, or its successor publications.~~

Sound pressure means the dynamic variation in atmospheric pressure at a point in space minus the static pressure at that point.

Sound pressure level is numerically equal to twenty (20) times the logarithm (to the base ten) of the sound pressure to the reference sound pressure (the reference sound pressure shall equal twenty (20)

~~micropascals~~micro pascals). Unless otherwise stated, the level is understood to be that of a root mean-square pressure.

Sound level meter weighting network means an electronic filter in a sound level meter which provides different response characteristics to sound pressure levels as a function of the frequency of the sound being measured or considered.

Vessel means a boat as referenced in Article VII, Constitution of the State of Florida, Section 1(b), and includes every description of watercraft, barge, and air boat, other than a seaplane on the water, used or capable of being used as a means of transportation on water. The term vessel additionally includes, but is not limited to, a commercial vessel, a homemade vessel, a live-aboard vessel, a motorboat, a noncommercial vessel, and a personal watercraft, all as defined in F.S. 327.02.

~~Weekday means Sunday beginning at 2:00 a.m. through Thursday ending 11:59 p.m.~~

~~Weekend means Friday beginning at 12:00 a.m. through Sunday ending at 1:59 a.m.~~

Sec. 22-22. Application.

- A. ~~Application.~~ The requirements of ~~section 22-23 through 24~~this Article shall apply to all noises (except those specifically named herein or by resolution), including continuous and intermittent noise, tones, impact noise, and noise emitted by speaker boxes, pick-up and delivery trucks and any other commercial or industrial activities which are under the control of the occupant of a building site.
- B. *Exceptions:*
 - 1. ~~Lawn mowing~~Gas-powered equipment (87:00 a.m.—~~8~~10:00 p.m.); and
 - 2. Noises from motor vehicles such as automobiles, trucks, airplanes, motorcycles, and railroads which are regulated by state and federal law; and
 - 3. Noises from emergency services vehicles, such as fire engines, ambulances, and law enforcement vehicles that are on emergency business.
- C. The noise levels listed in Section 22-~~24~~3, Tables 1 and 2- may not be exceeded by any means within any public or private property when measured fifty (50) feet from the property line of the property generating said noise. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.
- D. The noise levels listed in Section 22-24, Tables 1 and 2 -may not be exceeded for a cumulative period of one (1) or more minutes in any fifteen (15) minute period. The measurement period shall not be less than fifteen (15) minutes.
- E. Table 1 indicates the maximum noise levels within the City of Kissimmee with exception to the Downtown ~~Entertainment Area~~CRA. Table 2 is applicable to the Downtown ~~Entertainment Area~~CRA, as defined in Figure 1.

Sec. 22-23. Method of noise measurement.

- A. All measurements shall be made with a sound level meter which satisfies the requirements pertinent for Class I and II sound level meters in the latest American National Standards Institute (ANSI)/Acoustical Society of America (ASA) standards for sound level meters. Operation of the sound level meter shall be consistent with applicable standards and follow the guidelines established within the "Noise Code Enforcement Reference Sheet". The measurements shall in

general be made in accordance with the latest American Society for Testing and Materials (ASTM) standards, entitled "Standard Guide for Measurement of Outdoor A-Weighted Sound Levels."

B. No sound measuring meter, nor any independent witness shall be required to enforce or prove a violation pursuant to section 22-25.

Sec. 22-243. Maximum noise levels.

The following tables shall be used to determine the maximum noise level, measured in A-weighted decibels, which shall be permitted in the defined locations at the described time periods.

A. Maximum noise levels by use of land.

4.—Table 1 shall be used to determine the maximum noise level permitted at the property line of the closest use of land in each of the categories below. Sound or noises projecting from one use ~~district~~ into another use ~~district~~ with a different noise level limit, shall not exceed the limits of the use of land ~~district~~ into which the noise is projected.

1.

2. Class B standards apply to noises originating from heavy manufacturing uses as defined in the Land Development Code, Chapter 14-2. Class A standards apply to all other uses.

Table 1

Maximum Noise Levels In A-Weighted Decibels			
<u>Current Use of the Land Use</u>	Class A Standard 7:00 a.m.—10:00 p.m.	Class A Standard 10:00 p.m.—7:00 a.m.	Class B Standard
Residential	60 dBA	55 dBA	65 dBA
Office	70 dBA	65 dBA	75 dBA
Commercial	70 dBA	65 dBA	75 dBA
Industrial	75 dBA	75 dBA	85 dBA

B. Maximum noise levels in the Downtown CRA.

Table 2

Maximum Noise Levels In A-Weighted Decibels		
Downtown <u>CRA Entertainment Area</u>	7:00 a.m.—1 01:00 ⁵⁹ p.m. 85 dBA	1 02:00 ⁰⁰ p.m.—7:00 a.m. 70 dBA
	<u>85 dBA</u>	<u>70 dBA</u>
	7:00 a.m.—1:59 a.m. 85 dBA	2:00 a.m.—7:00 a.m. 70 dBA

Sec. 22-254. – Specific Prohibited Noises.

The following acts, among others, are declared to be unlawful, loud, disturbing and unnecessary noises in violation of this section, but said enumeration shall not be deemed to be exclusive. Where a provision of this section conflicts with other provisions in this Article, the more stringent provision shall apply. :

A. *On Residential Property:*

- ~~1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-23, Table 1.~~
- ~~2. The shouting and crying of peddlers, hawkers and vendors that exceed the maximum noise levels established under Section 22-23, Table 1.~~
- ~~3.1.~~ The creation of ~~such noise or operation of any such device~~ between the hours of 10:00 p.m. and 7:00 ~~a.m.~~ in such a manner as to be plainly audible at a distance of ~~fifteen~~ (15) feet from the property line of the building or structure in which the noise is located shall be ~~prima facie evidence of~~ a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.

B. *On ~~MultiMixed~~-Use Property:*

1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-~~24~~3, Table 1.
2. The playing, using or operating, or permitting to be played, used, or operated, of any machine or device for the producing or reproducing of sound which is cast upon the public or private street or directed toward any open entrance or exit, or other similar opening in the building or structure.
3. Yelling, shouting, hooting, whistling, or singing on the public or private streets at any time or place so as to exceed the maximum noise levels established under Section 22-24, Table 1.
4. The creation of such a noise or operation of any such device between the hours of 10:00 p.m. and 7:00 a.m. in a such manner as to be plainly audible at a distance of ~~fifty~~ (50) feet from the property line of the building or structure in which it is located shall be prima facie evidence of a violation of this section. In the case of multiple owners or tenants within the same lot, parcel, or building, the measurement distance shall be from the shared wall or boundary.

C. *Schools, courts of law, churches, hospitals, governmental meeting:*

1. The creation of an excessive noise on any street adjacent to a school, institution of learning, church, court of law, or governmental meeting while the same are in use, or adjacent to any hospital, that unreasonably interferes with the workings of such institution or that ~~disturbs or unduly~~unreasonably annoys ~~or disturbs~~ patients in the hospital.

D. *In the Downtown ~~Entertainment Area~~CRA:*

1. The playing, using or operating, or permitting to be played, used or operated, of any radio receiving set, musical instrument, television, electronic device, sound-amplification

device, or other machine or device for the producing or reproducing of sound in such manner as to exceed the maximum noise levels established under Section 22-24, Table 2.

2. Any such machine, instrument, speaker, or device being used inside of a building, structure, room, chamber, or other similarly defined area ~~shall~~ that is located within twenty (20) feet from any open entrance or exit, or any window or other similar opening in the building, structure, room, chamber, or other similarly defined area shall be oriented toward the interior and pointed opposite and away from such openings.
3. ~~The operation of any such machine, instrument, speaker, or device between the hours of 12:00 a.m. and 7:00 a.m. on weekdays and 2:00 a.m. and 7:00 a.m. on weekends in such a manner as to exceed the applicable sound level limit set forth in Table 22, and as measured in section 22-22 shall be prima facie evidence of a violation of this section.~~

E. Construction or repairing of buildings:

1. The erection (including excavation), demolition, alteration, or repair of any building or site may occur between the hours of 7:00 a.m. and 6:00 p.m. on weekdays Monday through Friday and 8:00 a.m. and 5:00 p.m. on Saturday. Any noise resulting from such activity shall not exceed the maximum noise levels established under Section 22-24, Table 1.
2. If the designated official should determine that the public health and safety will not be impaired by the erection, demolition, alteration, or repair of any building, site, or the excavation of streets and highways between the hours specifically prohibited by this section, a permit may be granted for such work to be done.
 - a. As a condition of the permit, notice shall be sent of the proposed activity to all property owners adjacent to the site where the work will occur. The notice shall include contact information for the project representative who will be available to respond to questions and complaints throughout the duration of the proposed activity. The designated official may at their discretion place additional conditions on the permit to ensure public health and safety is maintained.
 - b. Failure to comply with the requirements of this subsection, including neglecting to respond to questions and complaints from adjacent property owners, may result in the disapproval of future permit requests.

Pile drivers, hammers, and the like:

~~The operation between the hours of 6:00 p.m. and 7:00 a.m. of any pile driver, steam shovel, pneumatic hammer, derrick, steam or electric hoist or other appliance, the use of which is attended by loud or unusual noise.~~

Sec. 22-~~25~~26. Enforcement.

- A. The Code Enforcement Department and Kissimmee Police Department (KPD) shall have the joint responsibility of enforcing violations of this ordinance in accordance with the "Noise Ordinance Enforcement Policy". ~~It shall be the responsibility of the Code Enforcement Department to enforce all violations of this ordinance during business hours. The Kissimmee Police Department (KPD) shall enforce all violations occurring outside of business hours.~~ violation
- B. ~~A Notice of Violation shall be issued for any violations of this ordinance. Responsible parties shall have fifteen (15) minutes to desist the noise violation. If the noise violation has not desisted, or if the noise violation reoccurs at any time after the initial notice within a twenty-four (24) hour~~

~~period, a Citation shall be issued consistent with Section 1-22(b)(8). This citation shall be issued to the party responsible for the noise violation and shall state the violation for which the party is being cited.~~

~~C.B.~~ B. *Liability for payment of noise citation.*

1. Any person issued a citation under this Chapter shall be deemed charged with a noncriminal infraction and shall have thirty (30) days from the date of the violation to request a hearing to contest or pay the citation.
2. Failure to request a hearing or pay the citation within thirty (30) days of the date of violation shall result in an additional late penalty and the citation shall be sent to collections.

~~D.C.~~ C. *Hearing to contest noise citation.*

1. If a person elects to contest the noise citation through a hearing, the ~~municipal court clerk~~City shall set a hearing date and time before the city hearing officer. In addition to any fine imposed for a violation of this Article~~the fine~~, the city hearing officer may assess court costs not to exceed \$100.00 if the city hearing officer deems necessary.
- ~~2.~~ If a person fails to appear at the hearing set by the City, the city hearing officer shall proceed with the hearing and may assess fines and court costs.

~~3.~~ **Sec. 22-26. Method of noise measurement.**

~~(a) All measurements shall be made with a sound level meter which satisfies the requirements pertinent for Type 2 Sound Level Meters in the American National Specification for Sound Level Meters, S1.4-1983. The sound level meter shall preferably have an AC output port to permit the use of headphones. The sound level meter shall be calibrated following the meter manufacturer's recommendations within an acoustical calibrator or a piston phone calibrator. A windscreen shall be utilized with the sound level meter. The measurements shall in general be made in accordance with American Society for Testing and Materials ASTM E1014-84, entitled "Standard Guide for Measurement of Outdoor A-Weighted Sound Levels." The A-weighting scale of the sound level meter shall be utilized. Impact noises shall be measured utilizing the fast response on the sound level meter, and other noises using the slow response.~~

~~(b) No sound measuring meter nor any independent witness shall be required to enforce or prove a violation pursuant to section 22-24, or subsection (a) of this section.~~

~~4.2.~~

Sec. 22-27. Use of Mechanical Loudspeakers or Amplifiers Out of Doors

A. ~~Permit required~~Applicability.

1. Temporary/special event use. ~~Unless exempt pursuant to subsection 22-27(C.2.), it~~ Use of is hereby made unlawful to use any mechanical loudspeaker, or other sound amplification device ~~on a truck, or other moving vehicle, or~~ out of doors on public or private property for temporary use at a special event shall be permitted as part of the special events permit process except under a permit issued by the City of Kissimmee under Section 14-6-28 of the Land Development Code.
2. Continual use. Use of any mechanical loudspeaker, or other sound amplification device out of doors on public or private property for continual use shall be allowable provided the standards of this section are met.
3. Exceptions. The following are exempt from the requirements of this section:

a. Sound amplification devices for personal use including but not limited to cellphones, personal computers, televisions, and Bluetooth speakers, provided that the activity otherwise complies with Sections 22-22 through 22-25 of this Article.

a.—

B. Permit application~~General Standards.~~

1. Continual use of any mechanical loudspeaker or other sound amplification device out of doors shall comply with the following conditions: ~~Application requirements:~~

a.—~~Each permit application shall include the name, address, and telephone number of the permit applicant.~~

b.—~~The applicant shall submit a plan showing the following:~~

c.—~~proposed location and orientation of the loudspeaker(s) or sound amplification device(s) to be used,~~

d.—~~the street address and specific location at that address for the proposed use,~~

e.—~~the hours of operation of the loudspeaker(s) or sound amplification device(s),~~

f.—~~a description of the loudspeaker(s) or sound amplification device(s) including its decibel level.~~

g.—~~Permit approval. The Chief of Police or Planning Official shall approve a permit application provided that the proposed use and speaker or device:~~

h.—~~Complies with subsections (B—second subsection above) through and including (J—second to last section) of this section as applicable; and~~

i.a. Will not interfere with any governmental function or with any event previously permitted, or with any event scheduled through the Parks and Recreation Department if the proposed use of the speaker or device is temporary for a special event; and

j.b. Is not ~~for a location~~located within 1,000 feet of an activity or another location previously permitted for a temporary/special event under ~~this S~~section 14-6-28 of the Land Development Codefor the same date and time if the proposed use of the speaker or device is temporary for a special event; and

k.c. Is not for a fully enclosed restaurant, bar, or other similar establishment that does not have a permitted sidewalk café or other approved designated outdoor space for patrons; and ;

l.d. Will not operate between the hours of 10:00 p.m. and 7:00 a.m., eExcept as provided in subsections (B~~C.2.~~), (B~~B.5.~~), and (C.3.) below, ~~no person shall use a loudspeaker or other sound amplification device on a truck, or other moving vehicle, or out of doors on a public or private property between the hours of 10:00 p.m. and 7:00 a.m.~~

m. Will not operate between the hours of midnight and 7:00 am weekends (Friday and Saturday nights) and 10:00 pm and 7:00 pm weekdays for special events within the Downtown Area.

a.—Conditions for temporary permits. If the loudspeaker(s) or sound amplification device(s) is being used out of doors temporarily for a special event, the permit application must be submitted to the Chief of Police at least sixty business days, excluding holidays, in advance of the installation of the equipment and must be accompanied by a permit fee set by resolution of the City Commission. ~~Such~~

~~usage must comply with this Chapter unless a request for an exemption is submitted. City Commission may approve such request following a recommendation from the Chief of Police, or his or her designee. If the use of such speaker or device out of doors will be continual, the permit application must be submitted to the Planning Official prior to the installation of the equipment(B.4.).~~

- ~~a. Conditions for continual permits. If the use of the loudspeaker sound amplification device is not temporary for a special event, but instead is continual, the Permit shall be valid for a period of 12 months from the date of issuance, at which time the City may renew the permit for the next 12-month period under the same conditions provided the renewal fee is paid and the number, type, and location of the speaker(s) or device(s) has not changed.~~
- ~~b. The City may also consider the number of citations that had been issued, if any, to the applicant for violations under this Chapter during the prior 12-month period when determining renewal of the permit.~~
- ~~c. If, at the time of renewal, the number of speakers or devices has increased or the type or location of the speakers or devices has changed, the permit application process shall begin anew.~~
- ~~d. Annual renewal of the permit is the responsibility of each permit holder.~~
- ~~e. If the loudspeaker or sound amplification device is being used continually at a fixed location on a daily basis, the permit must be posted in a conspicuous place upon the premises at which the speaker or device is being used.~~

2. *Extended hours.* ~~Notwithstanding the prohibition contained in subsection (B.2.e.), t~~The City Commission Manager or their designee may approve and authorize extended hours for use of a loudspeaker or other sound amplification device provided that ~~a permit application is filed which contains the information specified in subsection (B.1.) and that the proposed activity otherwise complies with the provisions of subsections (B.1.) and (C.2.1) and the sound levels and standards prescribed in sections 22-22 through 22-254 herein. This subsection does not apply to loudspeakers or sound amplification devices that are permitted for continuous use within the Downtown Entertainment Area as described in subsection (C.2.).~~

C. ~~Additional Use specific standards requirements.~~

1. ~~Schools, courts of law, churches, places of worship, hospitals, courts of law, and transportation facilitiesgovernmental meeting, public transportation facility. N~~No person shall use a loudspeaker or other sound amplification device out of doors within 1,000 feet of any school, ~~physical place of worship at which a religious organization regularly conducts religious services~~court of law, hospital, ~~court of lawgovernmental meeting~~, or public transportation facility as defined in § 496.425(1)(b), Florida Statutes, during normal business hours of operation of that entity without the permission from that property owner.
2. ~~Downtown AreaCRA. The Downtown CRA, as described in Figure 1, is exempt For the purpose of providing an exemption~~The Downtown CRA, as described in Figure 1, is exempt from the prohibitions contained in subsections (B.2.e.), and (C.1.), ~~there is hereby created a Downtown Entertainment Area which is described in Figure 1. Within said Area, loudspeakers or other sound amplification devices for non-continual use may be used out of doors between 7:00 p.m. and 12:00 a.m. on~~

~~weekdays and 7:00 p.m. and 2:00 a.m. on weekends and~~ without regard to the other prohibitions set forth in subsections ~~(B—time limit...)~~ and ~~(C.1.—sensitive area)~~ above. However, sections ~~(B.1.d.)~~ and 22-22 through 22-254 set forth herein shall still apply.

2.

3. ~~*Sidewalk cafes. (sidewalk café exemption)*~~ Except for loudspeakers and sound amplification devices installed by the City, such speakers and devices that are permitted for continual use out of doors under ~~this subsection (A)~~ shall not be located within the public rights-of-way, including the air space above such public rights-of-way, unless such use is for a permitted sidewalk café or for space that is part of an encroachment agreement with the City. In that instance, such speakers and devices shall not face or direct the sound upward toward airspace or toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers or devices, whether permanently mounted or affixed to the exterior of the building or structure, shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in section 22-22 through 22-254 herein.
4. *Restaurants, bars, and similar establishments.* Any person, business, or property owner that is operating a restaurant, bar, or other similar establishment at a fixed location that is providing designated outdoor space to its patrons on private property (i.e. patio, rooftop, etc.) may utilize loudspeakers or sound amplification devices for ~~temporary or~~ continual use out of doors as long as such speakers and devices ~~are permitted under subsection (A)~~ comply with the standards herein. Such speakers and devices may be permanently mounted or affixed to the exterior of the building or structure or free-standing and shall not face or direct the sound upward toward airspace or outward toward any adjacent businesses, streets, alleys, rights-of-way, or property. Instead, such speakers and devices shall be set in such a way that the sound is directed downward and inward toward patrons and complies with the sound levels and standards set forth in sections 22-22 through 22-254 herein. If the speakers or devices are free-standing, they shall not be elevated more than five (5) feet off of the ground.

~~D.—Permit revocation.~~

- ~~1.—The City shall revoke a permit issued for continuous use under subsection (B.) upon the issuance of a third civil citation within a 12-month period for utilizing a loudspeaker or sound amplification device in violation of this Chapter. However, if a citation is ultimately dismissed it will not count toward the requisite number of citations for revocation. The City shall send written notice of the revocation to the violator named in the citation and to the property owner. The permit shall be revoked for the remainder of the 12-month period for which the permit was issued. During this time the speaker(s) or device(s) shall be removed or disconnected and not used out of doors. After the revocation period has expired, an application for a new permit may be submitted in accordance with subsections (B.1.) and (B.2.) herein.~~
- ~~2.—Any applicant shall have the right to appeal the denial of a permit or the revocation of a permit by immediately requesting review with a court of competent jurisdiction or by appealing the decision to the City's Chief Administrative Officer (CAO). The appeal to the CAO shall be taken by the applicant within five (5) days after receipt of the notice of denial or revocation, by filing a written notice with the Office of the Chief Administrative Officer with a copy to the City Clerk. The CAO, or his/her designee, shall render a decision~~

~~no later than ten (10) days following receipt of the notice of appeal. If the permit was denied, the CAO, or his/her designee shall direct the responsible department to issue a permit if the applicant has met the criteria set forth in this Chapter for issuance of a permit. If the permit was revoked, the CAO, or his/her designee, shall uphold the revocation if the criteria set forth in this Chapter for revoking a permit has been met. If the applicant is not satisfied with the decision of the CAO, the applicant may file a request for immediate review by the City Council with the City Clerk within five (5) days from the date the CAO's written decision was rendered.~~

Figure 1





Sec. 22-28 – 22.49. Reserved.

NOISE CODE ENFORCEMENT REFERENCE SHEET

The following handout is to be used as a guide for application of the City of Kissimmee Noise Ordinance, as amended, and is for internal use only. The following content is provided:

- 1 Noise Measurement Overview
- 2 Noise Code Overview
- 3 Noise Complaint Response Step by Step Guide

1. Noise Measurement Overview

What is Noise?

Noise is defined as an unwanted sound which is potentially harmful or injurious. Sound is energy which is transmitted by pressure waves in air or other materials that causes the sensation of hearing.¹

Why is Noise Measured?

Local governments are given the authority to establish and enforce noise ordinances through the state government, which has authority to regulate public safety and health (including noise related issues) by the 10th Amendment of the Constitution.¹

At the Federal Level, noise is regulated by the Noise Control Act of 1972 which pre-empts noise from vehicles used or sold in interstate commerce including aircraft, railroad, and motor vehicle noise sources.¹

Historically, Florida has left the authority to regulate noise to local government. However, a recent state law, § 316.3045, Fla. Stat. (2022), pre-empts local noise legislation related to motor vehicles by prohibiting noise from soundmaking devices in motor vehicles on a street or highway that is plainly audible at a distance of 25 ft.²

How is Noise Measured?

In the Noise Code, noise is measured using A-weighted decibels, or dB(A), using a logarithmic scale. Compared to a linear scale which increases in equal increments, a logarithmic scale increases by powers of the base number (typically 10). In other words, an increase in the dB(A) of a noise from 80 to 90 dB(A) is about 10 times as loud.³

Sounds are measured using a sound level meter which is an instrument that is sensitive to minute sound pressure fluctuations.

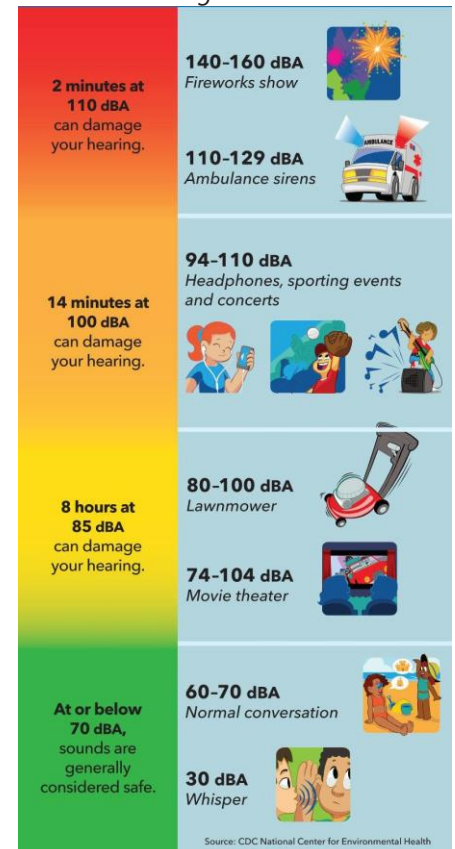
The A-weighted decibel more closely represents how sound is received by the human ear and is the preferred weighting network for noise ordinances.³ Figure 1 provides a decibel level scale for common noise sources.

Objective vs. Subjective Measures

Noise codes provisions commonly include both objective and subjective measures. Objective measures (i.e., maximum noise levels) provide a fixed measurement of noise disturbance and are useful for both stationary and non-stationary noises.¹

Subjective measures (i.e., "plainly audible") are based in the concept of nuisance and can be applied without use of a sound level meter. These measures act as a safety net to the maximum noise level provisions providing an alternative solution for complaints that aren't easily measured using a sound level meter.¹

Figure 1



1 Chanaud, Robert C., Ph.D. (2014). Noise Ordinances: Tools for enactment, modification and enforcement of a community noise ordinance.

2 F.S. § 316.3045. (2022). Operation of radios or other mechanical or electronic soundmaking devices or instruments in vehicles; exemptions.

3 National Institute on Deafness and Other Communication Disorders (2019). How is sound measured?

2. Noise Code Overview

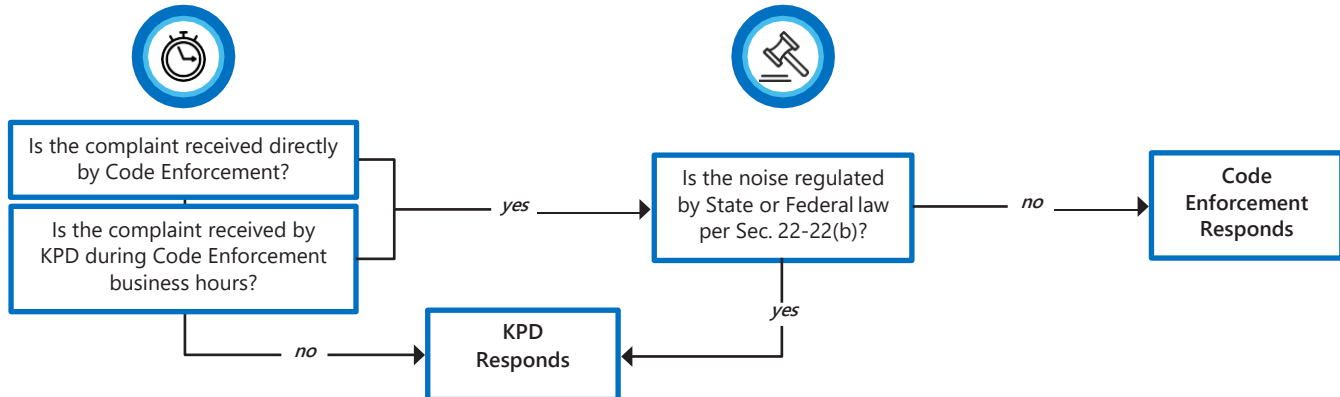
The following describes the key elements of the noise code and where to find them.

<u>Element</u>	<u>Description</u>	<u>Location(s)</u>
 Terms & Definitions -	Use during enforcement paying particular attention to the following: ● Terms defining land uses (Commercial, Industrial, Mixed-Use, Public space, Residential) ● Subjective measurement terms (Plainly audible) ● Objective measurement terms (Property line, Sound level)	Sec. 22-21
 Applicability -	Use to determine which noises and areas the code applies to. ● The Noise Code applies to all noises within the City of Kissimmee city limits (unless specifically exempted). ● The code is applied by land use and time of day. ● Specific standards are provided for the Residential, Mixed-use, the Downtown CRA, noise sensitive areas (schools/ courts/ churches/ hospitals/ government meeting), and construction activities	Sec. 22-22 Sec. 22-23 Sec. 22-24
 Exceptions -	Identifies noises not regulated by the Noise Ordinance including noises regulated by other agencies. ● Gas-powered equipment - not restricted 8am to 8pm ● Noise from motor vehicles in motion - Code Enforcement will not respond to complaints related to motor vehicles since they are regulated by state and federal law ● Noise from emergency vehicles - not regulated by code at any time	Sec. 22-22
 Noise Measurement -	Includes objective and subjective measurements. ● Objective - Maximum noise levels based on time of day and land use. The Downtown area additionally specifies maximum levels by weekday and weekend. ● Subjective - Specific prohibitions for certain noises that are "plainly audible" at a given distance by time of day.	Sec. 22-24 Sec. 22-25
 Downtown CRA -	A special area is established within Downtown Kissimmee with specific noise standards. ● Maximum noise levels for this area are greater than the remainder of the city. ● The code gives specific instructions for the orientation and distance of speakers to a building entrance.	Figure 1 Sec. 22-24 Sec. 22-25
 Use of Loudspeakers -	Establishes specific standards for loudspeakers and sound amplifiers ● Specific instructions for the permitting, use, and restrictions of outdoor loudspeakers and amplifiers.	Sec. 22-27

3. Noise Complaint Response Step by Step Guide

The following provides step by step instructions for how to respond to a noise complaint using the Code and general best practices.

1) Who should respond to the complaint?



2) Should the noise be measured using an objective (sound level meter) or subjective (human hearing) method?

The type of measurement device used depends on the location, noise source, and time of day.

Location	Noise Source	Time of Day	Distance to Source or PL	Measurement Device
Downtown CRA; noise that is within or projects into a property with a Commercial, Office, or Industrial land use	Any noise	All hours	50 ft	
Any location	Class B noises	All hours	50 ft	
Within or that projects into a property with a Residential land use	Any noise	7 am to 10 pm	50 ft	
		10 pm to 7 am	15 ft	
Within or that projects into a property with a Multi-Use land use	Any noise	7 am to 10 pm	50 ft	
		10 pm to 7 am	50 ft	
Any location	Construction Noise	7 am to 6 pm (Mon - Fri) & 8 am to 5 pm (Sat)	50 ft	
		6 pm to 7 am (Mon - Fri) & 5 pm to 8 am (Sat)	Any distance	
Proximate to a school, church, hospital, court of law or public transportation facility	Any noise	All hours	From adjacent street	
	Loudspeaker or sound amplifying device	All hours	1,000 ft	
Any location	Gas-powered equipment	8 am to 8 pm	Any distance	
Any location	Noises from emergency services vehicles	All hours	Any distance	

Legend: = measurement with sound level meter, = measurement with human hearing,

= prohibited at specified location and time (no measurement needed), = permitted at specified location and time (no measurement needed)

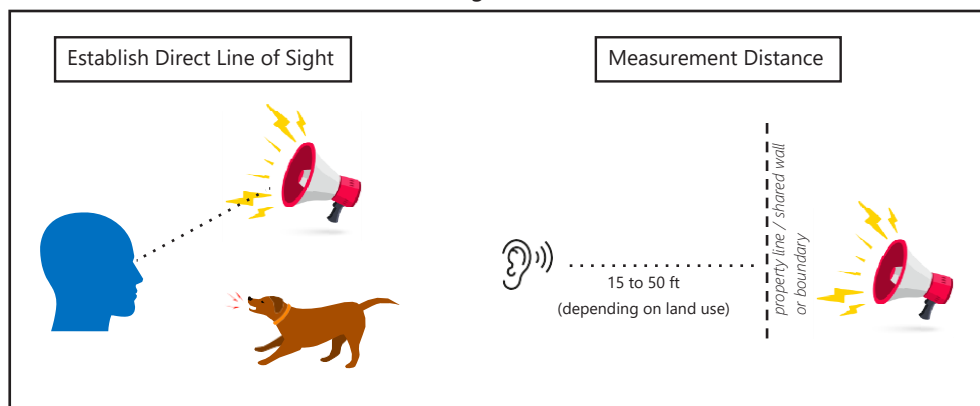
Figure 2

Figure 3

2b) Measurement with human hearing (subjective measurement)

- When human hearing is used to measure a noise to determine whether it is “plainly audible” a distance of 15 ft from the property line, shared wall or boundary shall be used for Residential noises and 50 ft from the property line, shared wall or boundary for Mixed-Use uses. The following guidelines should be followed when completing a “plainly audible” measurement as depicted in Figure 4.
1. **Locate noise source and establish direct line of sight.** It’s important to establish a direct line of sight to ensure the correct noise is being measured. If a direct line of sight is not possible at the required distance, move closer to the sound until a direct line of sight is established then resume the required distance.
 2. **Measurement distance.** As established by code for the particular location and noise source.
 3. **Normal hearing required.** The officer responding to the complaint must have normal hearing abilities, without the use of a listening device.
 4. **Measurement tolerance.** A noise is considered “plainly audible” if the noise source can be identified without distinguishing individual words or rhythm. For example, noise from a voice is considered plainly audible if it can be identified as a voice regardless of if individual words can be identified. Identification of bass sounds for music related noise is sufficient to determine a noise is plainly audible.

Figure 4



**Published Daily
ORANGE County, Florida**

Sold To:

City of Kissimmee - CU00056318
101 Church St
Kissimmee, FL 34741-5054

Bill To:

City of Kissimmee - CU00056318
101 Church St
Kissimmee, FL 34741-5054

**State Of Florida
County Of Orange**

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

The matter of 11150-Public Hearing Notice
Was published in said newspaper by print in the issues of, or by publication
on the newspaper's website, if authorized on Jan 28, 2023.

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



Rose Williams

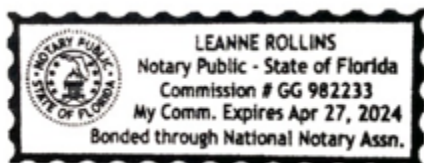
Signature of Affiant

Name of Affiant

Sworn to and subscribed before me on this 30 day of January, 2023,
by above Affiant, who is personally known to me (X) or who has produced identification ().



Signature of Notary Public



Name of Notary, Typed, Printed, or Stamped

7366467

**NOTICE OF PUBLIC HEARING AND SECOND
READING**

The City Commission of the City of Kissimmee, Florida will meet on Tuesday, February 7, 2023, at 6:00 p.m. in the City Commission Chambers, Municipal Administration Building, 101 Church Street, Kissimmee, Florida, to hear the FIRST READING and will meet on Tuesday, February 21, 2023, at 6:00 p.m. to hear the SECOND AND FINAL READING and consider the passage of the proposed ordinance as set forth below. The proposed Ordinance may be inspected in the Office of the City Clerk at the Municipal Administration Building, 101 Church Street, Kissimmee, Florida. All interested parties may appear and be heard on the above dates.

PROPOSED ORDINANCE # 23-01

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; REORGANIZING AND UPDATING LANGUAGE IN CHAPTER 22, ARTICLE II, NOISE; AMENDING CHAPTER 1, SECTION 1-22(B)(8) TO ADD FINES FOR REPEAT NOISE VIOLATIONS; REPLACING THE CODE ENFORCEMENT BOARD WITH THE CODE ENFORCEMENT SPECIAL MAGISTRATE IN CHAPTER 1 SECTION 1-22(C); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

**CITY COMMISSION
KISSIMMEE, FLORIDA**

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

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

1/28/2023 7366467

7366467

ITEM 7.A**Approval of City Commission Minutes from the February 7, 2023 meeting****Request**

Request Commission approval of the February 7, 2023 Commission Minutes.

Explanation

Minutes of the Commission meeting held on February 7, 2023 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Commission

Presenter:

Attachment(s):

1. February 7, 2023 City Commission Minutes



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, FEBRUARY 7, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

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

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

Members Absent: Deputy City Manager Desiree Matthews

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Donation of Nord Truck Equipment

Presentation by Mr. Jay Wheeler, President of Underground Refuse Systems to the City Commission.

City Manager Steigerwald explained that Jay Wheeler, President of Underground Refuse Systems, planned to be present to make a presentation to the Commission on the donation of \$5,000 in equipment to the City for the Nord trucks. Unfortunately, Mr. Wheeler was unable to attend tonight, but City Manager Steigerwald requested the Commission consider the approval of the donation since the equipment is scheduled to be delivered prior to the next Commission meeting.

Commissioner Eady made a motion to accept the donation of \$5,000 worth of equipment for Nord trucks. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

3.B Proclamation-African American History Month

The request is for the Commission to present a Proclamation in honor of African American History Month.

City Manager Steigerwald read a proclamation in honor of African American History Month as the Mayor and Commissioners presented the proclamation to Deloris McMillon.

Ms. McMillon thanked the City Commission and stated that African American history is American history and it is relevant to the history of Florida and it has educational value.

3.C Swearing In of New Firefighters

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

City Manager Steigerwald requested the Commission delay the swearing in due to one of the Firefighters being delayed. The Commission continued on to the Employee of the Month presentation and will revisit the swearing in when all are present.

Chief Jim Walls administered the oath of office to Firefighters Israel Rodriguez, Juan Mejia, Joshua Tyrrell, Josias Kimble, Preston Archie, Jack Calvetti, and Derick Ferreira.

Firefighter Klebert Charles arrived at 6:22 p.m. and was sworn into office with his family by his side.

3.D Employee of the Month for February

That the City Commission joined with the City Manager in recognizing Anna Rae Miller, Parks & Recreation, as February's Employee of the Month.

City Manager Steigerwald introduced Anna Rae Miller from the Parks & Recreation Department and reviewed the attributes in her nomination. Anna goes above and beyond to help our citizens and assisted with all needs at the Civic Center after the hurricane when we temporarily housed individuals who were displaced due to flooding. As a reminder to our audience, the Employee of the Month is not selected by management or the Commission, it is done by a committee of peers and there is no greater honor. Congratulations Anna!

Ms. Miller thanked everyone for the honor and expressed how appreciative she was to work for her hometown; it is an honor to serve like her father and grandfather, who both worked for the city in the 1950's and 1960's. She continued by thanking the Parks & Recreation Team, her husband and daughter, and family.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - First Reading - An Ordinance amending Chapter 22, Article II: Noise and amending Chapter 1, Section 1-22: General Provisions - Proposed Ordinance # 23-01

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; REORGANIZING AND UPDATING LANGUAGE IN CHAPTER 22, ARTICLE II, NOISE; AMENDING CHAPTER 1, SECTION 1-22(B) TO ADD FINES FOR REPEAT NOISE VIOLATIONS; REPLACING THE CODE ENFORCEMENT BOARD WITH THE CODE ENFORCEMENT SPECIAL MAGISTRATE IN CHAPTER 1 SECTION 1-22(C); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

Requesting approval of an updated and reorganized Noise Ordinance and approval of modifications to Section 1-22 to include fees for repeat offenses of the Noise Ordinance.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 23-01 by title.

Ashley Cornelison, Senior Planner, presented the First Reading of the new noise

ordinance and displayed a sound meter to give the Commission a better understanding of the monitoring process. Staff is requesting tiered violation fees that increase based on the number of violations and in an effort to eliminate violations. Public meetings were held to allow the citizens to discuss concerns with staff and ask questions about the administration of the Noise Ordinance. This entire process was a joint effort between Development Services, Code Enforcement, Police, and City Attorney Departments; enforcement of the ordinance will be administered jointly by Code Enforcement and Police. Additionally, a 90-day effective period was added to allow time for training on the ordinance and the equipment (sound meter). After holding a Public Hearing, staff recommends approval and they are present to answer any questions.

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

Commissioner Castano made a motion to approve the First Reading of Proposed Ordinance # 23-01. Commissioner Alvarez seconded the motion.

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

Motion carried 5 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

Dr. Ann Tyler, 602 Lee Street, Kissimmee, FL 34741-4877, praised the Kissimmee Utility Authority for the assistance they provided her after being in the hospital. They were able to locate a leaking hot water heater which saved her thousands of dollars in repairs after being told she needed to re-pipe her house. Dr. Tyler expressed her appreciation of KUA and commented on the current working relationship between KUA and Toho Water.

Mayor Gonzalez stated she will be attending the KUA Board meeting and will be sure to pass on Dr. Tyler's comments.

7. CONSENT AGENDA

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

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

Motion carried 5 - 0.

- 7.A Approval of City Commission Minutes from the January 17, 2023 meeting
Request Commission approval of the January 17, 2023 Commission Minutes.

- 7.B Agreement with EnRange, Inc. for Public Safety Training Center lead mitigation services
The Police Department (KPD) requests the Commission to approve and the Mayor to sign the Agreement between the City of Kissimmee and EnRange, Inc. for lead mitigation services at the Public Safety Training Center (PSTC). Additionally, KPD requests the Commission authorize the City Manager to sign and execute any option to renew the Agreement.
- 7.C Approval to Accept financial assistance from the Florida Urban and Community Farming Pilot Program Grant for a Community Garden
Acceptance of financial assistance to build a Community Garden from the Florida Urban and Community Farming Pilot Program through the Florida Department of Agriculture and Consumer Services and to amend the budget accordingly.
- 7.D Approval to purchase a ST-Genesis Series Fire Apparatus Driving Simulator from Sim-Tech
Staff requests approval to purchase a ST-Genesis Series Fire Apparatus Driving Simulator from Sim-Tech with funds previously approved in our FY23 Capital Budget, Project ST2300.
- 7.E First Amendment to Agreement for Professional Services with RS&H, Inc. for the Woodside Drainage Improvement Project
Approval of the First Amendment to the Agreement for Professional Services with RS&H, Inc. for the Woodside Drainage Improvement Project.
- 7.F Purchase of New Rescue Unit (Rescue 16) and Transfer of Funds
Kissimmee Fire Department is requesting to have Excellance, Inc. manufacture a Rescue Unit utilizing a 2023 Freightliner M2 Chassis and to transfer the necessary funds.
- 7.G Approval of the Third Amendment to the Tapestry Annexation, Planning, and Development Agreement
Approval of the Third Amendment to the Tapestry Annexation, Planning, and Development Agreement amending the Design Guidelines section with SAVI Investments, Inc.
- 7.H First Amendment to the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement (110 N. Palm Avenue)
Approve and execute the First Amendment to the State Housing Initiatives Partnership (SHIP) Owner Occupied Rehabilitation Agreement for the property located at 110 N. Palm Avenue.
- 7.I Amend Rates & Charges Policy for Kissimmee Gateway Airport
Staff requests Commission approval to amend the Rates & Charges Policy for Kissimmee Gateway Airport (KISM) approved on October 20, 2020.
- 7.J 2023 EMS Awards Grant
Approval for the acceptance of the 2023 EMS Awards Grant, the utilization of the funds as outlined below, and the establishment of grant accounts for these purchases..
- 7.K Approval of a Permanent Right-of-Way Easement between the Mexican Market & Restaurant, Inc. and the City of Kissimmee
Approval of a Permanent Right-of-Way Easement between the Mexican Market & Restaurant, Inc. and the City of Kissimmee to accommodate streetscape zone

requirements at 2160 and 2170 W. Columbia Avenue.

7.L Additional State Housing Initiatives Partnership (SHIP) Funding for the Fiscal Year 2022-2023

Acceptance of additional SHIP funding for the Fiscal Year 2022-2023 grant allocation in the amount of \$79,230 and approval to amend the budget for the proposed use of the funds.

7.M Federally Funded Public Assistance State Agreement – Hurricane Ian

Commission approval of the Federally Funded Public Assistance State Agreement between the State of Florida, Division of Emergency Management and the City of Kissimmee for Hurricane Ian.

7.N Continuing Consultant Agreements for Airport Engineering and Planning

Request Commission approval of Selection of Continuing Consultants for Airport Engineering and Planning

7.O License Agreement with Osceola County for Intelligent Transportation System (ITS) Fiber Interconnect

Approval of a license agreement that allows fiber interconnectivity between the City of Kissimmee and Osceola County's Intelligent Transportation System (ITS).

8. DISCUSSION ITEMS

8.A Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

Mike Steigerwald confirmed no motion was necessary tonight as these appointments will not expire until February 21, 2023.

Commissioner Castano stated she would be absent from the February 21, 2023 meeting and she would like to request an extension tonight.

Commissioner Eady made a motion to approve a 30-day extension for the Seat # 1 vacancy on the Board of Adjustment. Commissioner Castano seconded the motion.

Commissioner Martinez asked if there was an urgency to get this appointment made quickly and staff informed the Commission that the Board of Adjustment does not meet frequently.

Motion carried 5 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

Nothing.

9.B CITY ATTORNEY

Nothing.

9.C CITY COMMISSION

Commissioner Castano wished everyone a wonderful evening.

Commissioner Eady requested Commission approval for her use of \$250 travel and

training funds to attend the Florida Black Caucus of Local Elected Officials being held at the Embassy Suites on March 2, 2023 and March 3, 2023.

City Manager Steigerwald reminded the Commission that funds are set aside in the budget for the Commission to attend functions throughout the year. Any requests for Commission use of funds not previously listed as a line item in the budget requires Commission approval.

Commissioner Alvarez made a motion to approve the request for \$250 in travel funds to attend the Florida Black Caucus function. Commissioner Martinez seconded the motion.

Motion carried 5 - 0.

Commissioner Alvarez wished everyone a good evening.

Commissioner Martinez thanked the Commission for allowing the Firefighter who was late for the meeting to celebrate his appointment to a position as a Firefighter with the City with his family. As parents, we know how much this means and we appreciate it being made possible for them tonight.

Mayor Gonzalez wished everyone a good evening.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:33 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

ITEM 7.B

Approval to utilize Federal Justice Department forfeiture funding to fund the start of the Operation Identify Program

Request

The Police Department is requesting the Commission approve the use of Federal Justice Department forfeiture funding to fund the initial purchase needed to begin the Operation Identify program.

Explanation

Operation Identify would allow first responders to have the ability to identify any non-verbal, unconscious, or cognitively challenged individuals who may be lost via a unique identifying wristband. The wristband is embedded with NFC technology along with a QR code and a unique serial number. The wristband is for identification purposes only and does not track the location of the wearer.

Police Legal Advisor Curtis McGehee was contacted about the use of Federal Asset Sharing Trust money for the initial purchase of the wristbands and beginning of the project. Police Legal Advisor McGehee certifies that this request complies with the current version of the U.S. Departments of Justice and Treasury's "Guide for Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies".

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
01430743 505252		Increase	\$15,000.00	
01430730 509275		Decrease	\$15,000.00	

Financial Summary:

Funding is available through the Federal Justice Department Forfeiture fund.

Recommendation

Staff recommends approval of the use of Federal Justice Department forfeiture funding to fund the start of the Operation Identify Program at the Police Department.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police
Presenter:

Attachment(s):

City of Kissimmee

None

ITEM 7.C

Resolution to Amend the Local Housing Assistance Plan covering State Housing Initiative Program fiscal years 2022-2023, 2023-2024, and 2024-2025

Request

Approve and adopt by Resolution the proposed changes to the Local Housing Assistance Plan (LHAP) for FY 2022-2023, 2023-2024, and 2024-2025.

Explanation

On April 19, 2022, the City of Kissimmee adopted its most recent Local Housing Assistance Plan covering fiscal years 2022-2023, 2023-2024, and 2024-2025 by Resolution. Since then, the City has amended the Plan once to include additional strategies in response to Hurricane Ian and Nicole. Additional changes are needed to the implementation of the Owner Occupied Rehabilitation Program and the Demolition and Reconstruction Program.

Increase Maximum Award Limits:

Price increases in construction materials and labor have had a major impact on construction costs. If the awards are not increased, the City's rehabilitation programs may suffer due to the lack of nonprofit and contractor interest in working with the City.

1. Roof Replacement Program - From \$20,000 to \$30,000
2. Owner Occupied Rehabilitation Program - From \$70,000 to \$120,000
3. Demolition and Reconstruction - From \$165,000 to \$250,000

Change in terms of Demolition and Reconstruction strategy:

By increasing the maximum award limit to \$250,000, it is necessary to change the years required in the City's construction lien.

1. Demolition and Reconstruction - Change in number of lien term years depending on the amount of assistance: From \$120,001 to \$152,500 - 15 Years; From \$152,501 to \$185,000 - 20 Years; From \$185,001 to \$217,500 - 25 Years; and From \$217,501 to \$250,000 - 30 Years.

Minor modifications to the management of the waiting list:

1. Give priority status on the waiting list to households with special needs seeking assistance through the programs listed above.

Construction Management by Non-Profit Organization:

In the past, the City has partnered with only one nonprofit organization to assist with rehabilitation programs. COVID demonstrated that a best practice would be to expand the list of eligible nonprofits to allow the City more flexibility.

1. Allow for the selection of one or more non-profit agencies to act as the construction manager for the project on a more frequent basis than every three years, if necessary.

The Florida Housing Finance Corporation has the final authority to approve and accept the requested changes.

City of Kissimmee

Recommendation

Approve and adopt by Resolution the proposed changes to the Local Housing Assistance Plan for FY 2022-2023, 2023-2024, and 2024-2025.

REQUESTED CITY COMMISSION ACTION:

Adopt

Approve

Department: Development Services

Presenter:

Attachment(s):

1. Local Housing Assistance Plan (22-25)_Rev. 2.23
2. (S) Amended Resolution_Rev.2.23



STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM

LOCAL HOUSING ASSISTANCE PLAN (LHAP)

COVERING THE YEARS

2022-2023, 2023-2024, 2024-2025

April 19, 2022

(revised ~~October 2022~~ February 21, 2023)

Table of Contents

Description	Page #
Section I, Program Details	3
Section II, Housing Strategies	6
A. Purchase Assistance	6
B. Owner Occupied Rehabilitation	8
C. Demolition and Reconstruction	9
D. Disaster Assistance – Owner Occupied	11
E. Foreclosure Prevention	12
F. New Construction – Infill Housing	13
G. New Construction – Housing for Rent	14
H. Security and/or Utility Deposits	15
I. Rental Assistance (Tenant)	16
J. Disaster Relief – Rental Housing	17
K. Rapid Rehousing	18
Section III, Incentive Strategies	19
A. Expedited Permitting	19
B. Ongoing Review Process	20
C. Other Incentive Strategies	20
Exhibits	22
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	
F. Ordinance: (If changed from the original creating ordinance)	

G. Interlocal Agreement	
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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
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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: \$30,000; Owner Occupied Rehabilitation: \$70,000~~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 yearForgiveness: 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, 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. ~~Not more than e~~Every three (3) years, the City ~~shall~~ seeks out ~~a one or more~~ non-profit sub-recipient(s) ~~to that will~~ manage the construction for each rehab job. The agency ~~(ies)~~ ~~is will be~~ selected through a Request for Application 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. The actual cost of rehabilitating the home and related soft costs (such as closing costs, inspections/testing, and rehabilitation/construction management) are eligible.
 3. 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.
 4. All homes eligible for rehabilitation must be owner occupied and owned with fee simple title.
 5. All mortgages, taxes, and special assessments must be current.
 6. 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.
 7. 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.
 8. 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.
 9. The loan is not assumable.
 10. 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.
 11. This program is subject to funding availability and may not be available every fiscal year.

C. Demolition and Reconstruction	Code 4
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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 \$70,000.
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b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025

c. Income Categories to be served: Very low and low

d. Maximum award: \$~~165,000~~250,000

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
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\$70,001— \$95,000 <u>\$120,001-152,500</u>	15 years
\$95,001— \$120,000 <u>\$152,501- 185,000</u>	20 years
\$120,001— \$145,000 <u>\$185,001- \$217,500</u>	25 years
\$145,001— \$165,000 <u>\$217,501-250,000</u>	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:

- Sale or transfer of property
- Loss of homestead exemption status
- Conversion to rental property
- Failure to occupy the home as primary residence
- Foreclosure
- Death of all parties on the mortgage
- Refinance of first mortgage, in cases where cash out or bill consolidation occurs

f. Recipient Selection Criteria:

- 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:

- ~~Not more than e~~Every three (3) years, the City ~~shall seeks~~ out ~~aone or more~~ non-profit sub-recipient(s) ~~to that will~~ manage the construction for each rehab job. The agency is selected through a Request for ~~Application-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.
- 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.
- 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.

4. All homes eligible for rehabilitation must be owner occupied and owned with fee simple title.
5. All mortgages, taxes, and special assessments must be current.
6. 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.
7. The property assisted must be free of liens and judgements.
8. If there is an outstanding first mortgage on the property, the mortgage holder must agree to the demolition and reconstruction.
9. 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.
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.

D. Disaster Assistance – Owner-Occupied Housing	Code 5
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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: \$20,000
- 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 (maximum assistance is \$20,000, 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. This program is subject to funding availability and may not be available every fiscal year.

E. Foreclosure Prevention	Code 7
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a. Summary: Assistance under this strategy is to help existing homeowners within the City of Kissimmee to maintain ownership of their homes.
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- 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
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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.
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- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low and low
- d. Maximum award: \$25,000 per unit
- 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 2 years 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.

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
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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.
 - 4. 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.
 - 5. 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.
 - 6. 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
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- | |
|---|
| 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
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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.
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- 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
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a. Summary: This strategy provides assistance to renters 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 \$50,000; loan)
 - d. Roof Repairs (maximum assistance is \$20,000; single family structures only; 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
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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).
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- b. Fiscal Years Covered: 2022-2023, 2023-2024, 2024-2025
- c. Income Categories to be served: Very low and low
- d. Maximum award: \$15,000
- 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 #: _____

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.

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 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, 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.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 21st DAY OF FEBRUARY, 2023.

Mayor

(SEAL)

ATTEST:

City Clerk

ITEM 7.D

Approval to submit a 2023 Land and Water Conservation Fund Grant application for capital improvements at the Kissimmee Lakefront Park

Request

Approval to submit a 2023 Land and Water Conservation Fund Grant application for capital improvements at the Kissimmee Lakefront Park and request for authorization to allow the City Manager to sign documents related to this grant.

Explanation

The Florida Department of Environmental Protection provides funds through the Land and Water Conservation Fund program (LWCF) for competitive grants to assist with the construction and development of recreational facilities. The Kissimmee Lakefront Park projects under consideration are a new amphitheatre shade structure, playground safety surface replacement and fishing pier repairs. The grant request amount is \$200,000 with a City match of \$200,000.

The Parks and Recreation Department is confident the City can obtain a high ranking for grant consideration as these projects are in alignment with the Commission's strategic initiatives and identified in the 5-year capital budget.

Recommendation

Staff recommends approval to submit a 2023 Land and Water Conservation Grant application to assist with capital improvements at the Kissimmee Lakefront Park and authorize the City Manager to sign documents related to the grant.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

None

ITEM 7.E

Internship Grant from Florida Airports Council (FAC) for Kissimmee Gateway Airport

Request

Commission approval to accept an Internship Grant from the Florida Airports Council (FAC) for Kissimmee Gateway Airport.

Explanation

The Florida Airports Council (FAC) is offering the City of Kissimmee an internship grant for the Kissimmee Gateway Airport. The full grant to the selected intern will be \$5,000 (\$4000 FAC, \$1,000 Airport funds). The City/Airport will be responsible for distributing the grant funds to the intern via the payroll process.

The purpose of FAC's program is to produce an intern that will possess the skills necessary to work for an airport at an entry-level position. The intern will work a total of 40 hours per week for a maximum of 8 weeks during 2023 and produce a research project that will benefit the Airport.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
470000337-337410		Increase	4,000	
46170103-503131		Decrease	1,000	
46170101-501212		Increase	4,339	
46170101-502121		Increase	383	
46170101-502424		Increase	278	

Financial Summary:

The City's \$1,000 match will be funded from the professional services account.

Recommendation

Staff recommends Commission approval of accepting an internship grant from the Florida Airports Council (FAC) for 2023.

REQUESTED CITY COMMISSION ACTION:

Approve

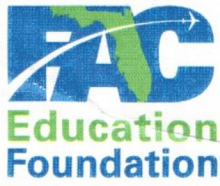
Department: Airport

Presenter:

Attachment(s):

City of Kissimmee

1. (S) - FAC Intern Grant Offer 11-8-2022



Education Foundation President

Roy Sieger

Flagler Executive Airport

Chairman of the Board

Kerry Keith

Naples Airport Authority

Vice-Chairman

Karen Feaster

Daytona Beach International Airport

Secretary/Treasurer

Chad Rosenstein

Lee County Port Authority

President/CEO

Lisa Lyle Waters

Board of Directors

Mark Cervasio

Venice Municipal Airport

James Furiosi

Lee County Port Authority

Rufus James

Fort Lauderdale Executive Airport

Sierra LePore

Vanassee Hagen Brustlin (VHB)

Michael Nonnemacher, A.A.E.

**Fort Lauderdale-Hollywood
International Airport**

James W. Parish, P.E.

Punta Gorda Airport

Scott Knight

Tampa International Airport

Scott Kohut

Boca Raton Airport

November 8, 2022

Mr. Ramon Senorans

Airfield Manager

Kissimmee Gateway Airport

401 Dyer Blvd.

Kissimmee, FL 34741

Dear Mr. Senorans,

Enclosed for signature are two copies of *Internship Grant Agreement No. 22-01* between the Florida Airports Council and Kissimmee Gateway Airport. Please make sure to review the agreement thoroughly, as there was a change implemented in 2020 to the distribution of funds.

Once your review is complete, please facilitate the signature of both copies and return them to our office in Orlando. I will sign both and return one fully executed copy to you for your files. If you have any questions, feel free to contact me at (407) 745-4161. Thank you for participating in FAC's Internship Program.

Sincerely,

A handwritten signature in blue ink that reads 'Lisa L. Waters'.

Lisa L. Waters

President/CEO



INTERNSHIP GRANT AGREEMENT FOR KISSIMMEE GATEWAY AIRPORT

No. 22-01

This Internship Grant Agreement (Agreement) is entered between the Parties, consisting of **Florida Airports Council** (the Council) and **Kissimmee Gateway Airport** (Recipient).

Recitals

The Council awards Internship Grants to FAC member airports to help provide work experience for students interested in pursuing careers in airport management and to provide a talented workforce for Florida's airports. Grants are awarded to airports that demonstrate a willingness and desire to employ and supervise an Intern.

To qualify for this grant, the Intern must be attending, or recently (*within one year unless approved by the Council*) graduated from a college or university with an emphasis on airport/aviation management, operations, or a closely related field, and unrelated to any member of the airport management or governing body of the airport. Exceptions to this policy may be made, from time to time, at the discretion of the FAC Board of Directors. Selections are made on a non-discriminatory basis.

1. Duties of the Council

The Council agrees to provide matching grants to Recipient to employ an intern at Kissimmee Gateway Airport. The grant will be issued to Recipient and not directly to the Intern. The Intern is not an employee of the Florida Airports Council, and the Council is not responsible for supervision of the Intern.

2. Duties of Recipient

The Recipient agrees that in addition to providing staff assistance for the airport, the purpose of the grant is to provide on-the-job experience for the Intern. The Recipient is responsible for always providing direct supervision of the Intern.

The Recipient agrees to provide the following by **August 31, 2023**:

- Internship Paper: The Intern shall write a final report at the end of the internship period, detailing the type of work assigned, work accomplished, what they learned from the experience and recommendations for future interns, if any.
- Supervisor Report: The intern's immediate supervisor will provide a report describing the intention and work plan of the internship, the experience, any deviations from the work plan outlined in the Recipients original application and any lessons learned or pointers to others.

- Recipient's Financial Report: The Recipient will provide a report detailing the following:
 - Name of intern and contact information
 - School attending and degree program (*If graduated, provide graduation date.*)
 - Start-date/end-date of the internship
 - Hours worked per week
 - Hourly rate of pay
 - Total amount paid to intern
 - Percentage of time per Airport Type

The Recipient will make every effort to select interns from one of FAC's Educational Member Institutions, when possible. These institutions are: Embry-Riddle Aeronautical University, Embry-Riddle Aeronautical University – Worldwide, Everglades University, Florida Institute of Technology, Lynn University, Polk State College, and University of South Florida.

3. Distribution of Grant Funds

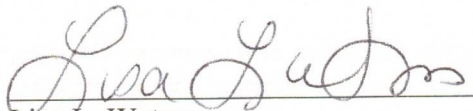
FAC's grant funds will be provided upon completion of the internship period and submittal of the three reports required in this Agreement. **Grant funds shall be disbursed as follows:**

- Commercial Service Airports – 50% airport / 50% Florida Airports Council up to \$4,000
- General Aviation Airports – 20% airport / 80% Florida Airports Council up to \$4,000

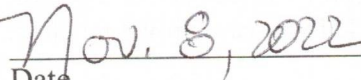
FAC's participation is based upon the total amount paid the intern.

FLORIDA AIRPORTS COUNCIL

RECIPIENT


 Lisa L. Waters
 President/CEO

By _____


 Date

Title _____

Printed Name _____

Date _____

ITEM 7.F

Extension of Disaster Response Services Contract for debris monitoring with Thompson Consulting Services

Request

Approval to extend the Disaster Response Services Contract for debris monitoring with Thompson Consulting Services for one year.

Explanation

On March 17, 2020, the City Commission approved the selection of Thompson Consulting Services for the Disaster Response Services Contract for Debris Monitoring. This contract was for one year with the option of four (4) one-year extensions. The contract will expire on March 23, 2023. Under this contract, Thompson Consulting Services will work hand in hand with the debris removal contractor(s) to ensure that all debris is properly accounted for and processed in the correct way so that the City will be eligible for federal/state reimbursement.

Staff would like to request approval to extend this contract for one-year with a new expiration date of March 23, 2024.

Recommendation

Staff recommends City Commission approval to extend the Disaster Response Service Contract for debris monitoring with Thompson Consulting Services for one-year with a new expiration date of March 23, 2024.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Thompson - Contract Extension Agreement

Contract Extension Agreement

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

WITNESSETH

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

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

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

1. The parties agree to extend the term of the Contract Agreement for a period of 1 year (s), which shall be from the extension effective date to March 23rd, 2024.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

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

CITY OF KISSIMMEE, FLORIDA

THOMPSON CONSULTING SERVICES, LLC

BY: _____

BY:  _____

TITLE: _____

TITLE: President

DATE: _____

DATE: 01/05/2023

ITEM 7.G

Extension of Disaster Response Services Contracts for debris removal with Crowder Gulf and Southern Disaster Recovery

Request

Approval to extend the Disaster Response Services Contracts for debris removal with Crowder Gulf and Southern Disaster Recovery.

Explanation

On March 17, 2020, the City Commission approved the selection of Crowder Gulf and Southern Disaster Recovery for the Disaster Response Services Contract for debris removal. These contracts are currently for one year with the option of four (4) one-year extensions. The contracts will expire on March 23, 2023.

Staff requests approval to extend both contracts for one year with a new expiration date of March 23, 2024.

Recommendation

Staff recommends City Commission approval to extend the Disaster Response Service Contracts for debris removal with Crowder Gulf and Southern Disaster Recovery for one-year with a new expiration date of March 23, 2024.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Crowder Gulf - Contract Extension Agreement
2. (S) Southern Disaster Recovery - Contract Extension Agreement

CrowderGulf

Disaster Recovery and Debris Management

5629 Commerce Boulevard East
Mobile, Alabama 36619

Office: (800) 992-6207
Fax: (251) 459-7433

Contract Extension Agreement

This **Extension Agreement**, made and entered into this ____ day of _____, 20__ by and between the **City of Kissimmee**, a Florida Municipal Corporation hereinafter termed the "Owner", and **CrowderGulf Joint Venture, Inc.**, hereinafter termed the "Contractor".

WITNESSETH

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

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

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

1. The parties agree to extend the term of the Contract Agreement for a period of 1 year (s), which shall be from the extension effective date to March 23rd, 2024.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

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

CITY OF KISSIMMEE, FLORIDA

BY: _____

TITLE: _____

DATE: _____

CROWDERGULF

BY: Ashley Ramsay-Naile

TITLE: President

DATE: 11/30/2022

Contract Extension Agreement

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

WITNESSETH

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

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

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

1. The parties agree to extend the term of the Contract Agreement for a period of 1 year (s), which shall be from the extension effective date to March 23rd, 2024.
2. This extension Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

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

CITY OF KISSIMMEE, FLORIDA

SOUTHERN DISASTER RECOVERY

BY: _____

BY:  _____

TITLE: _____

TITLE: Member

DATE: _____

DATE: 01/10/2023

ITEM 7.H

Purchase of Mechanical Chest Compression Devices from Stryker Medical

Request

Staff requests approval to purchase three (3) mechanical chest compression devices (Lucas Device 3.1) from Stryker Medical for the amount of \$56,078.46.

Explanation

Included in the Fire Department's approved FY23 Capital Budget, Project FD2310, are three (3) mechanical chest compression devices (Lucas Device 3.1). We are requesting approval to make this purchase from Stryker Medical.

These devices perform automated CPR compressions in place of department personnel having to perform them. The CPR provided by these devices has proven to provide more consistent compressions than a human can provide. The device also provides continuous CPR while the patient is being carried, even up or down stairs. It also offers a level of safety for our crews as they do not have to try to stand and do compressions in the back of a moving rescue. We currently have these devices on several of our rescues. This purchase will allow us to carry this device on each of our front-line rescues.

The cost of the Lucas Device, batteries and a charger is \$18,692.82 each, for a total purchase price of \$56,078.46. This is a sole-source purchase.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
00135203 506494	FD2310		\$56,744.00	\$56,078.46

Financial Summary:

Included in the Fire Department's approved FY23 Capital Budget, Project FD2310.

Recommendation

Staff recommends approval of this purchase using funding from the Fire Department's approved FY23 Capital Budget, Project FD2310.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

City of Kissimmee

Attachment(s):

1. Sole-Source Letter - dynamic date37
2. Lucas Device (3) Quote

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. and Canada for the following products:

- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole-source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,



Matt Van Der Wende, Vice President, Americas Sales

Copyright © 2022 Stryker
M0000008130 REV AB

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

stryker

Purchase Order Date	10/31/22
---------------------	----------

Expected Delivery Date	TBD
------------------------	-----

Customer PO Number
(if available)

Deliver To	Customer #	1263817
Company Name	KISSIMMEE FIRE DEPT	
Contact or Department		
Street Address	101 N CHURCH ST STE 200	
Add'l Address Line		
City, ST ZIP	KISSIMMEE, Florida, 34741	
Phone		

Authorized
Customer Initials

Description		Quantity	Total
Reference Quote:	10586484	1	\$ 56,743.53
Total			\$ 56,743.53

www.strykeremergencycare.com/terms

ITEM 7.I

Additional funding for equipment from Stryker Medical for New Rescue 16

Request

Staff requests approval to add \$566.77 to the purchase price of new equipment from Stryker Medical for New Rescue 16.

Explanation

On December 20, 2022, the Commission approved the purchase of new equipment from Stryker Medical in the amount of \$106,977.29. These funds came from the approved Sales Tax Project, ST2303. The Commission also approved the transfer of these funds from account 10435206 5006495 to account 10435206 5006494.

The cost of some of the accessories for the LifePak 15 Monitor, totaling \$566.77, was omitted from the December 20th agenda item. Therefore, staff requests approval to increase the amount of the LifePak 15 Monitor, case, batteries & charger purchase by \$566.77, bringing the total for that item to \$38,010.34 and the total purchase price for the new equipment for New Rescue 16 to \$107,544.06.

The items being purchased for New Rescue 16 and the corrected amounts are as follows:

Stretcher, batteries & charger	\$ 26,645.22
Fastening (Lift) system	\$ 22,638.92
LifePak 15 Monitor, case, batteries & charger	\$ 38,010.34
Lucas CPR Device, batteries & charger	\$ 15,712.01
Modem	\$ 1,011.07
Stair Chair	<u>\$ 3,526.50</u>
Total Purchase Cost:	\$107,544.06

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10435206 506495	ST2303	Decrease	567.00	
10435206 506494	ST2303	Increase	567.00	

Financial Summary:

\$567.00 is being transferred to 10435206 5006494 from 10435206 5006495, all within Project ST2303, for the additional equipment that will be placed on the new Rescue.

Recommendation

Staff recommends approval to increase the amount of the new equipment purchased from Stryker Medical for New Rescue 16 by \$566.77, bringing the new total to \$107,544.06.

City of Kissimmee

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Fire

Presenter:

Attachment(s):

None

ITEM 8.A

Termination of the Developer's Service Agreement between the Downtown Kissimmee CRA and Toho Water Authority

Request

Approve the Termination of the Developer's Service Agreement between the Downtown Kissimmee CRA and Toho Water Authority.

Explanation

In 2011, the Downtown Kissimmee Community Redevelopment District and the Toho Water Authority ("Toho") entered into a Water and Wastewater Developer's Service Agreement. The intent of the Agreement was to provide water at the site for a community garden on the Beaumont property. The City did not establish a community garden on the property, therefore the terms of that Agreement will be nullified by approval of the Termination of the Developer's Service Agreement. Skyview, the developer of the Beaumont site, will contract with Toho directly for the necessary water and wastewater systems needed for the redevelopment of the property as they begin construction of Phase I.

Recommendation

Approve the Termination of Developer's Service Agreement between the Downtown Kissimmee CRA and Toho Water Authority

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. (S) Termination of DSA_Downtown Kissimmee Community Redevelopment

Document Processing Form
(This form should remain with the document throughout processing)

Date: 2/8/23 Requestor's Name: K. Cundiff
 Department: Legal Extension: ext. 5120
 Title of Document: Termination of Developer's Service Agreement
 Project Number: _____ Project Name: _____

Requested Processing:	
Check all that apply	
☒	Board Signature: Board Meeting Date: <u>2/8/2023</u> Agenda Item No.: <u>7M</u>
☐	Executive Director's Signature
☒	Notary
☐	Forward to Legal Administrative Assistant for Recording
Check all that apply	
☐	Forward to County Clerk for Recording. Select the applicable County or Counties: ☐ Osceola ☐ Orange ☐ Polk
☐	Scan to Laserfiche & Notify Requestor
☒	Return to Requestor
☐	Dispose of Original

To be Completed by Processor	
Processed By: (Initial)	Date:
Executive Assistant to process:	
Legal Administrative Assistant Notes:	

Comments:

to be returned to City of Kissimmee City Attorney's Office for placement on
City Council meeting Agenda for approval and execution

Prepared by:

James R. Pratt, Esquire/ Gidget
Burr & Forman LLP
200 S. Orange Avenue, 8th floor
Orlando, Florida 32801

And returned to:

General Counsel
Toho Water Authority
591 Martin Luther King Blvd.
Kissimmee, Florida 34741

space above this line for recording information

TERMINATION OF DEVELOPER'S SERVICE AGREEMENT

THIS TERMINATION OF DEVELOPER'S SERVICE AGREEMENT ("**Termination**") is made and entered into as of the date that both parties hereto have signed this Termination, by and between **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT DISTRICT** (also known as "CRA City of Kissimmee"), a public entity created by the City of Kissimmee, Florida, pursuant to Chapter 163, Florida Statutes, ("**Developer**"), and **TOHOPEKALIGA WATER AUTHORITY** ("**Toho**"), an independent special district created by Special Act of the Florida Legislature pursuant to Chapter 189, Laws of Florida, with reference to the following facts:

BACKGROUND

In anticipation of development and operation of a community garden on real property described in Exhibit "A" to the DSA (the "Property"), as defined below, within the City of Kissimmee, Developer and Toho executed the Tohopekaliga Water Authority Water and Wastewater System Developer's Service Agreement (the "**DSA**") dated January 28, 2011, and recorded in Official Records Book 04152, beginning at Page 2053 in the Public Records of Osceola County, Florida.

Developer did not develop or operate the community garden, and has no plans to do so in the future. Furthermore, Developer never (i) constructed any water facilities related to the project described in the DSA, (ii) paid impact fees, connection fees, or other utility fees or charges relating to this project; (iii) granted or conveyed to Toho any easements or rights-of-way related to the provision of water service for the project; nor made any contributions-in-aid-construction. At this time, Developer has no need or desire for water service to the Property for the project described in the DSA, and requests the termination of the DSA.

Developer and Toho desire to terminate the DSA.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Developer and Toho hereby terminate the DSA and declare it of no further force or effect, and expressly release for all purposes the real property described in the DSA from it and from its operation and effect.

[Toho signature page of Termination of Developer's Service Agreement]

IN WITNESS WHEREOF, this Termination has been executed as of the date first above written.

TOHOPEKALIGA WATER AUTHORITY

By: 
Henry Thacker, Chair
Name & Title

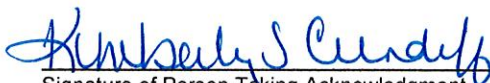
Date: February 6, 2023

ATTEST:

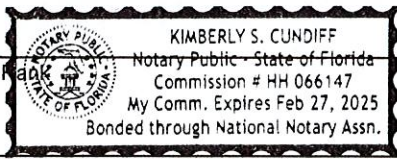
By: 
William Land, Secretary
Name & Title

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by ☒ physical presence or ☐ online notarization this 06 day of February, 2023, by Henry Thacker, as Chairman of Board of Supervisors of the TOHOPEKALIGA WATER AUTHORITY, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature, on behalf of the Board. He or she is ☒ personally known to me or ☐ has produced _____ identification.


Signature of Person Taking Acknowledgment

Kimberly S Cundiff
Name of Acknowledger Typed, Printed or Stamped

Title or Notary Public

Serial Number, if any.

[Developer signature page of Termination of Service Agreement]

WITNESSES:

DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT DISTRICT

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by Olga Gonzalez as Chair of DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT DISTRICT. She ☐ is personally known to me or ☐ has produced _____, as identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

ITEM 8.B

Advisory Board Vacancies: Board of Adjustment and Planning Advisory Board

Request

The Commission is requested to make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

Explanation

Commissioner Castano appointed Jeniffer Salas to the Board of Adjustment on October 18, 2022, pending review of an application that was to be filed. Ms. Salas' application was received, but upon review she did not qualify for the position. She was notified and submitted a second application with changes but she still did not qualify for the position on the grounds she is not a City resident and does not own or operate a business in the City. Since the term expiration date for this vacancy is set for May 31, 2023, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026. Commissioner Castano requested a thirty-day extension at the February 7, 2023 Commission Meeting due to her inability to attend the February 21, 2023 Meeting. The new deadline for the Seat #1 appointment is March 21, 2023.

Seat #1 was originally assigned the Board of Adjustment vacancy and it has been reassigned to Seat #1 due to the applicant not qualifying for appointment.

Planning Advisory Board Member, Jackie Espinosa missed more than half of the scheduled meetings for the calendar year of 2022 and also missed three consecutive scheduled meetings. City Code Section 2-146, states that "in the event that an appointee misses three consecutive meetings or at least one-half of the meetings of the calendar year, he shall be considered to have resigned and a new replacement may be appointed."

Seat #2 has been assigned this Planning Advisory Board vacancy.

Planning Advisory Board Member, Jeffrey Wolff missed more than half of the scheduled meetings for the calendar year of 2022. City Code Section 2-146, states that "in the event that an appointee misses three consecutive meetings or at least one-half of the meetings of the calendar year, he shall be considered to have resigned and a new replacement may be appointed." Mr. Wolff's term is set to expire on May 31, 2023. When an appointment is made, City staff requests that the appointment be made for the remainder of the term, plus an additional three (3) full year term, expiring on May 31, 2026.

Seat #3 has been assigned this Planning Advisory Board vacancy.

The Commissioners will have 30 days to make an appointment. If no extension is requested, the appointment will automatically roll over to the next Commissioner in the rotation.

Commissioner Rotation:	Appointment Expires:	Advisory Board:	Board Term Expires:	Requirements:
Seat #1 - Castano <i>*No applications currently on file*</i>	4/17/2023- 2/21/2023 3/21/2023	Board of Adjustment	05/31/2023 (requesting filling of partial term, plus new three (3) year	City Resident and must have a Florida License as an Engineer, Architect, Surveyor or

			term, ending 05/31/2026	Contractor. Members may be a resident or non-City resident; non-residents must either own real property or maintain a business office within the City.
Seat #2 - Eady <i>*No applications currently on file*</i>	2/21/2023	Planning Advisory Board	05/31/2024	Member must be a City resident or maintain a business office within the City.
Seat #3 - Alvarez <i>*No applications currently on file*</i>	2/21/2023	Planning Advisory Board	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026	Member may be a resident or non-City resident; non-residents must either own real property or maintain a business office within the City.

Recommendation

Staff recommends the Commission make appointments to fill vacancies on the Board of Adjustment and Planning Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None