



**MEETING AGENDA
SESSION OF THE COMMISSION AGENDA
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, MAY 2, 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 Proclamation - National Day of Prayer 2023
- 3.B Proclamation - Foster Youth Connection Month 2023
- 3.C Proclamation - Arab American Heritage Month
- 3.D Swearing In of New Police Chief Betty Holland
- 3.E Retirement of Fire Department Chaplain Peter Zieg
- 3.F Employee of the Month for May - Michael Kane
- 3.G Service Awards for January, February and March

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

- 4.A Public Hearing - First Reading - Proposed Ordinance # 23-03 - Amending the Firefighters Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION III, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-140, DEFINITIONS; AMENDING SECTION 30-143, FINANCES AND FUND MANAGEMENT - ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 30-146, PRE-RETIREMENT DEATH; AMENDING SECTION 30-148, VESTING; AMENDING SECTION 30-156, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-164, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 30-167, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 30-168, PRIOR FIRE SERVICE; AMENDING SECTION 30-170, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

- 4.B Public Hearing - First Reading - Proposed Ordinance # 23-04 - Amending the General Employees Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-87, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING

SECTION 30-90, PRE-RETIREMENT DEATH; AMENDING SECTION 30-93, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 30-98, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-105, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 30-108, PRIOR GOVERNMENT SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

- 4.C Public Hearing - First Reading - Proposed Ordinance # 23-05 - Amending Chapter 22-26, Article II: Noise

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; AMENDING ARTICLE II NOISE, SECTION 22-26 REPLACING SPECIAL MAGISTRATE WITH CITY HEARING OFFICER; REMOVING SECTION 22-26(B); 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 the First Amendment to the License Agreement between the City of Kissimmee and Green Meadows Farm Ltd. for use of a portion of Lancaster Ranch Park
- 7.B Approval of Grant Agreement B-22-CP-FL-0261 between the U.S. Department of Housing and Urban Development (HUD) and the City of Kissimmee for the Berlinsky House Reconstruction Project
- 7.C Kathy's Corner - Final Plat (DRC# SR-22-0012)
- 7.D Approval to accept Interlocal Agreement between City of Kissimmee and Overoaks Community Development District relating to the Right-of-Way Maintenance Agreement for Landscaping
- 7.E Disposal of City Assets
- 7.F First Right of Refusal to Lease Property at the Kissimmee Gateway Airport for Land Development, LLC at Patrick Street
- 7.G First Right of Refusal to Lease Property at the Kissimmee Gateway Airport for T28, LLC at Aviation Way
- 7.H Budget transfer for the Building Division to cover credit card processing cost for FY2023

8. DISCUSSION ITEMS

- 8.A Social Services Funding Awardee Update - Help Now of Osceola, Inc.
- 8.B KUA Board of Directors Appointment

Commission Agenda – May 2, 2023

8.C Advisory Board Vacancy - Planning Advisory Board

8.D Annual Advisory Board vacancies with terms ending May 31, 2023

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 Commission Agenda with respect to any matter considered at such meeting or hearing will need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is made.

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

ITEM 3.A

Proclamation - National Day of Prayer 2023

Request

The request is for the Commission to present a Proclamation to Randy Law, President of National Day of Prayer of Osceola County, Inc.

Explanation

N/A

Department: City Manager

Presenter:

Attachment(s):

1. Proclamation- National Day of Prayer 2023

Proclamation



NATIONAL DAY OF PRAYER 2023

WHEREAS, Americans have turned to God in Prayer for guidance since our nation's founding; and

WHEREAS, throughout the history of our state and nation, we have humbly prayed for guidance, comfort, and protection where needed, and have given thanks for our many blessings which God has graciously bestowed on this nation since its inception; and

WHEREAS, prayer has comforted us in times of sorrow, and given us strength and hope for the future. We ask God to keep His hand upon us and bless the great State of Florida and the United States of America; and

WHEREAS, the National Day of Prayer is a day set aside by Congress for all Americans to pray and reaffirm the spiritual principles upon which this nation was founded; and

WHEREAS, 2023 marks the 72nd Annual National Day of Prayer! The theme this year is; **"PRAY FERVENTLY IN RIGHTEOUSNESS AND AVAIL MUCH"** based on JAMES 5:16B **"THE EFFECTIVE, FERVENT PRAYER OF A RIGHTEOUS MAN AVAILS MUCH"**; and

WHEREAS, on May 4th Americans will unite at specific times in prayer for our nation and state, to acknowledge our dependence upon God, to give thanks for the many blessings our country has received from Him, to recognize our need for personal and corporate repentance and renewal, to invoke God's blessings upon our leaders, and ask God to protect and bless our nation.

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim May 4, 2023 as **"National Day of Prayer"** in the City of Kissimmee.

IN WITNESS, THEREOF, this is signed this 2nd day of May, 2023.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.B

Proclamation - Foster Youth Connection Month 2023

Request

The request is for the Commission to present a Proclamation to Pastor Rupert Henry, founder of Foster Youth Connection.

Explanation

N/A

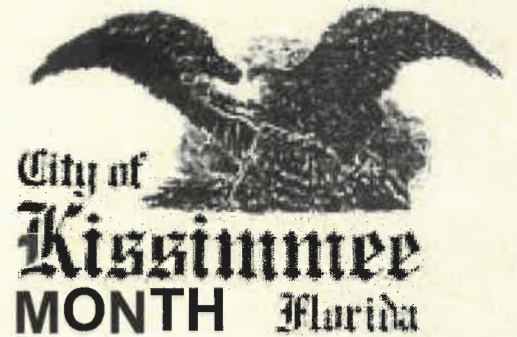
Department: City Manager

Presenter:

Attachment(s):

1. Proclamation- Foster Youth Connection 2023

Proclamation



FOSTER YOUTH CONNECTION MONTH

WHEREAS, Foster Youth Connection is celebrating its 18th year in Osceola County; and

WHEREAS, The Foster Youth Connection Month observation is now in co-partnership with the Greenway Church of Kissimmee and The Surrender All Project, of which is under the nonprofit umbrella of the Yielded Evangelistic Servants Org.; and

WHEREAS, Foster Youth Connection is now an implementing partner with CarePortal.Org., of which is supported by the State of Florida, to help in assisting our Foster Youth and families that are in crisis; and

WHEREAS, The 2023 Foster Youth Connection Month is hear-by dedicated to Mother Elaine Caldwell, the late Homer Caldwell and also the late past Kissimmee City Manager Mark Durbin, for they've all have been a great encouragement and advocate for the Foster Youth Connection over the years; and

WHEREAS, Foster Youth Connection is supported by Local Churches; Local Businesses; Local Organizations and Agencies; and

WHEREAS, Foster Youth Connection under the direction of Evangelist Rupert D. Henry, recognized by the state of Florida as advocate of the year 2007, in support of Foster Youth being released from foster care; In 2018, Evangelist Henry was also recognized nationally by the Pepsico organization for this important work; and

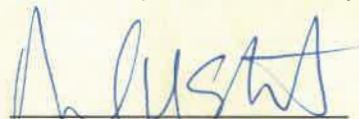
WHEREAS, Foster Youth Connection will host a PRAYER AT THE FLAGPOLE observation for our Foster Youth, conducted during the City of Kissimmee Commissioners meeting at the Kissimmee City Hall, 101 Church St., Kiss., FL 34741 on Tuesday May 2 2023, starting at 5:30pm.

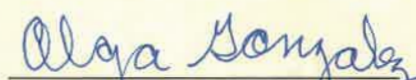
WHEREAS, Foster Youth Connection during the month of May 2023, invites all area churches, business, and youth agencies in Osceola County and surrounding counties to select one Day of worship in the month as Foster Youth Connection Day; and

WHEREAS, Foster Youth Connection will celebrate all our Youth and Foster Youth on Thursday, May 18th 2023 at 8:30pm as a guest on the Agape Interdenominational Fellowship prayer teleconference at: (623)600-3741/PW-982501; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of May 2023 as **"Foster Youth Connection Month"** in the City of Kissimmee and encourage our citizens of all cultures to participate in the events that support our local Foster Youth.

IN WITNESS, THEREOF, this is signed this 2nd day of May, 2023.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.C**Proclamation - Arab American Heritage Month****Request**

The request is for the City Commission to present a Proclamation to Neal Abid, Florida Chapter Lead at the Arab American Foundation.

Explanation**Recommendation****REQUESTED CITY COMMISSION ACTION:**

No Action

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Proclamation- Arab American Heritage Month 2023

Proclamation



ARAB AMERICAN HERITAGE MONTH

WHEREAS, for over a century, Arab Americans have been making valuable contributions to virtually every aspect of American society: in medicine, law, business, education, technology, government, military service, culture; and

WHEREAS, since migrating to the State of Florida, men and women of Arab descent have shared their rich culture and traditions with neighbors and friends, while also setting fine examples of model citizens and public servants; and

WHEREAS, they brought with them to Florida their resilient family values, strong work ethic, dedication to education, and diversity in faith and creed that have added strength to our great democracy; and

WHEREAS, Arab Americans have also enriched our society by sharing in the entrepreneurial American spirit that makes our nation free and prosperous; and

WHEREAS, Arab American issues, such as civil rights abuses, harmful stereotyping, and bullying must be combated in the forms of education and awareness; and

WHEREAS, they join all Americans in the desire to see a peaceful and diverse society, where every individual is treated equally and feels safe; and

WHEREAS, the incredible contributions and heritage of Arab Americans have helped us build a better nation; and

NOW, THEREFORE, we, the City Commission for the City of Kissimmee do hereby proclaim the month of April 2023 as "**Arab American Heritage Month**" in the City of Kissimmee and encourage our citizens to join us in this special observance.

IN WITNESS, THEREOF, this is signed this 20th day of April, 2023.


CITY MANAGER


MAYOR-COMMISSIONER



ITEM 3.D

Swearing In of New Police Chief Betty Holland

Request

The request is for the City Commission to welcome the new Police Chief for the City of Kissimmee, Chief Betty Holland.

Explanation

Upon completion of the internal selection process, Betty Holland was selected by the City Manager to fill the position of Chief of Police. Chief Holland was selected from among five internal candidates for the position. She has served for the past five years as Deputy Chief for the Kissimmee Police Department, and, prior to that, retired as a Captain from the Polk County Sheriff's Office, where she served for 30 years.

Chief Holland's experience in a variety of roles in law enforcement, including acting as Chief in the absence of our former chief, will enable her to step into her new role quickly and seamlessly. Her more than 20 years of supervisory experience in Kissimmee and Polk County, including time as director of the Polk County Sheriff's Police Academy, have well positioned her to continue our quest to build the Kissimmee Police Department into one of the most respected law enforcement agencies in the State.

Chief Holland began her tenure as Police Chief on April 29, 2023.

Department: City Manager
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.E

Retirement of Fire Department Chaplain Peter Zieg

Request

Staff requests recognition of retired Fire Department Chaplain Peter Zieg

Explanation

Pastor Peter Zieg retired from the Kissimmee Fire Department on January 18, 2023.

He started as the Fire Department's Chaplain in 1990. He has been an integral part of the department since that date, and he will continue to be considered a part of the department long after his retirement. KFD Chaplain is a volunteer position, but Pastor Pete always gave it everything he had. During his 32 years serving with the department, he continued to go above and beyond what was expected. I am sure he never anticipated officiating over the funerals of six active firefighters, not to mention the funerals of several retired firefighters. But on the other hand, he also probably never anticipated how many firefighters would ask him to officiate at their wedding! He was quick to help neighboring departments when they needed a pastor for an event and theirs was unavailable. The only time Pastor Pete ever said no to any request was when he would be off on an exciting adventure with his wife, Judy.

Pastor Pete was a vital part of our department. For a good part of his tenure he was employed full-time elsewhere, but he always made the time to come to visit the crews, he showed up at our special events and parties and was always at our new hire ceremonies, promotional ceremonies, etc. He is a kind, compassionate man who has earned the trust of the firefighters, which was vital in his position. The firefighters knew they could trust Pastor Pete and they would open up to him if they were having issues after a particularly rough call, or even if they were having struggles in their personal lives. Pastor Pete is considered a friend to all in the department, and for many of us, he is like family.

Pastor Pete is now retired, but we sincerely hope that does not mean we have seen the last of him. He will forever be a member of the KFD and is welcome in administration or at any station, any time!

We wish Pastor Pete the best in his retirement and hope that with his new set of wheels, he and Judy will be enjoying many more adventures together.

Department: Fire
Presenter: James Walls

Attachment(s):

None

ITEM 3.F

Employee of the Month for May - Michael Kane

Request

That the City Commission join the City Manager in recognizing Michael Kane, Fire Department, as May's Employee of the Month.

Explanation

The City is honored to announce the Employee of the Month for May is Michael Kane, Fire Engineer, Fire Department. Mike has been with the City for over 18 years.

Fire Engineer's duties are to operate and drive the emergency vehicles, and Mike is assigned to Engine 14. Mike also utilizes his paramedic and other fire/rescue skills as needed during operations. In addition, Mike works as the pre-plan coordinator and is spearheading the Department's move to a new online pre-plan program which allows fire companies to develop and verify pre-plans for all commercial properties in a city. Mike's forward thinking was instrumental in the program's integration with the City's CAD and GIS systems. This will greatly increase the number of pre-plans completed and will provide a mechanism for fire crews to visit 'first due' areas on a regular basis (first apparatus arriving on the scene). Meanwhile, Mike has single-handedly developed dozens of pre-fire plans for the Department, utilizing his architectural drafting skills learned in a previous career.

Mike's calm, can-do manner is appreciated wherever he is serving the City. For these attributes, and many more, the City is pleased to acknowledge Mike's contributions.

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.G

Service Awards for January, February and March

Request

Request that the City Commission join the City Manager in recognizing employees who have reached milestones in years of service.

Explanation

Five	Michael Colon	Parks & Recreation
	Edwin Garcia	Police
	Betty Holland	Police
	Felix Pinto	Public Works & Engineering
	Brad Renner	Public Works & Engineering
	Danny Schad	Police
	Oscar Sosa	Public Works & Engineering
	Dennis Vazquez	Police
Ten	Kristina Chavarria	Parks & Recreation
	Nigel Hoyt	Public Works & Engineering
	Yokeenba Jenkins	Parks & Recreation
	Paul McCrimon	Public Works & Engineering
	Jeff O'Dell	Police
Fifteen	Ian Downing	Police
	Matt Fitzgerald	Police
	Elisabeth Richter-Belote	Development Services
	Holly Sparklin	Public Works & Engineering
Twenty	Alberto Aponte	Police
	Jeremy Christ	Fire
	Todd Pascual	Public Works & Engineering
	Travis Yates	Fire
	John McCommon	Fire

Department: Human Resources & Risk Management
Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 4.A

Public Hearing - First Reading - Proposed Ordinance # 23-03 - Amending the Firefighters Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION III, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-140, DEFINITIONS; AMENDING SECTION 30-143, FINANCES AND FUND MANAGEMENT - ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 30-146, PRE-RETIREMENT DEATH; AMENDING SECTION 30-148, VESTING; AMENDING SECTION 30-156, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-164, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 30-167, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 30-168, PRIOR FIRE SERVICE; AMENDING SECTION 30-170, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the First Reading of the Proposed Ordinance #23-03 for the Firefighters Retirement Plan.

Explanation

The proposed ordinance #23-03 and the no impact statement from the Plan's Actuary are attached for approval. The Pension Attorney prepared the proposed ordinance and the Actuary indicated that this will not have an actuarial impact on the cost of the Firefighters Retirement Plan.

This proposed ordinance includes minor changes that accomplish the following:

- 1) Better align language with the Internal Revenue Code (including changing the required distribution date from age 72 to the applicable age provided for in the Internal Revenue Code) and to make clarifying changes;
- 2) Provides for Board discretion in recovering inadvertent overpayments, pursuant to Secure Act 2.0.
- 3) Removes outdated vesting language that does not apply to remaining active members;
- 4) Provides for the option to purchase credited service over a period of time, not to exceed 5 years, by after-tax payroll deduction rather than a one-time lump sum payment; and
- 5) Clarifies and confirms that members who receive share plan distributions are not entitled to a refund of member contributions, and vice versa.

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

1. Firefighter # 23-03 Proposed Ordinance
 2. No Impact Statement for Firefighters 23-03 Proposed Ordinance
- City of Kissimmee

3. Public Notice - Prop Ord 23-03 (Amending Firefighter Retirement Plan) (Gazette 04-27-2023)

PROPOSED ORDINANCE NO. 23-03
ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION III, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-140, DEFINITIONS; AMENDING SECTION 30-143, FINANCES AND FUND MANAGEMENT - ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 30-146, PRE-RETIREMENT DEATH; AMENDING SECTION 30-148, VESTING; AMENDING SECTION 30-156, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-164, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 30-167, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 30-168, PRIOR FIRE SERVICE; AMENDING SECTION 30-170, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 30, Personnel, Article III, Employee Retirement, Division 3, Firefighters' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-140, Definitions, to amend the definition of Salary, to read as follows:

* * * * *

Salary.

- (1) The term "salary" means the total monthly compensation for services rendered to the city as a firefighter, reported on the member's W-2 form, including overtime, longevity pay and incentive pay, excluding lump sum sick leave, lump sum vacation, education reimbursement, car allowance and severance pay and plus all tax deferred, tax-sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions. Notwithstanding the preceding sentence, for members who are employed and have not reached the normal retirement date on February 19, 2013, and members hired on or after that date, salary shall exclude payments for overtime worked in addition to the normal work assignment in excess of 300 hours per calendar year. Lump sum payments of retroactive pay for retroactive pay raises received by a member in connection with a negotiated collective bargaining agreement shall be deemed to be salary earned during the pay period to which the retroactive payments are attributable.
- (2) Compensation in excess of the limitations set forth in Internal Revenue Code § 401(a)(17) as of the first day of the plan year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any plan year beginning on or after January 1, 2002, may

not exceed \$200,000.00, as adjusted for cost of living increases in accordance with Internal Revenue Code § 401(a)(17)(B). The term "compensation" means compensation during the fiscal year, and the fiscal year is considered the determination period. The cost of living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months for all members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12, as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a member's contributions or benefits for the current plan year, the compensation for such prior determination period is subject to the applicable annual compensation limit in effect for that prior period. The limitation on compensation for an eligible employee shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. The term "eligible employee" means an individual who was a member before the first plan year beginning after December 31, 1995.

* * * * *

SECTION 2: That Chapter 30, Personnel, Article III, Employee Retirement, Division 3, Firefighters' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-143, Finances and Fund Management; Establishment and Operation of Fund, subsection (f)(10), to read as follows:

* * * * *

- (10) Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients, or other parties, including the City, based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

* * * * *

SECTION 3: That Chapter 30, Personnel, Article III, Employee Retirement, Division 3, Firefighters' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-146, Pre-Retirement Death, subsection (a)(4), to read as follows:

* * * * *

- (a) (4) A member whose service is terminated by reason of his death not in the direct performance of his duty and prior to attaining ~~five~~ ten years of credited service shall receive the return of his accumulated contribution.

* * * * *

SECTION 4: That Chapter 30, Personnel, Article III, Employee Retirement, Division 3, Firefighters' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-148, Vesting, to read as follows:

Sec. 30-148. - Vesting.

If a member terminates his employment as a firefighter, either voluntarily or by discharge, and is not eligible for any other benefits under this system, the member shall be entitled to the following:

- (1) If a member has less than ~~five~~ ten years credited service upon termination, the member shall be entitled to a refund of his accumulated contribution or the member may leave it deposited with the fund.
- (2) If the member has ten or more years of credited service upon termination, the member shall be entitled to a monthly retirement benefit, determined in the same manner as for normal or early retirement and based upon the member's credited service, average final compensation and the benefit accrual rate as of the date of termination, payable to him commencing at the member's otherwise normal or early retirement date, determined as if he had remained employed, provided he does not elect to withdraw his accumulated contributions and provided the member survives to his otherwise normal or early retirement date. If the member does not withdraw his accumulated contributions and does not survive to his otherwise normal or early retirement date, his designated beneficiary shall be entitled to a monthly retirement income, payable for ten years certain and life thereafter and beginning on the first day of the month coincident with, or next following, the date of the terminated member's death, which can be provided by the single-sum value of the benefit determined in accordance with section 30-146(a), as of the date of the member's death; provided, however, in lieu of payment of such benefit in the form of monthly income described above, the single-sum value of such benefit may be paid on an actuarially equivalent basis to the member's designated beneficiary in such other manner and from as the member may elect and the board may approve or, in the event no election is made by the member prior to his death, as the beneficiary may elect and the board may approve.
- ~~(2) If a member has five or more years of credited service upon termination, the member shall be entitled to a monthly retirement income to commence on his normal retirement date, determined as if he had remained employed, provided his accumulated contributions remain in the plan. If the member so requests in writing, filed with the board, payment may commence on the first day of any month which is prior to the member's normal retirement date and on or after the date on which the member meets the requirements for early retirement. Such monthly retirement income payable to a member under the provisions of this division shall be equal to the product of the member's vested percentage at the date of his termination of service as provided in subsection (3) of this section and the accrued benefit which he has accrued to the date of his termination of service. If the monthly retirement income is to commence prior to the member's normal retirement date, the benefit in this division shall be determined as provided for in section 30-145(d)(2).~~
- ~~(3) a. Except as otherwise provided herein, each member not otherwise fully vested shall have a minimum vested interest in the amount of his accrued benefit equal to the percentage thereof, as hereinafter indicated, applicable to the number of his years of credited service:~~

Years of Credited Service	Vested Percentage
Less than 5 years	0
5 years but less than 6	25
6 years but less than 7	30
7 years but less than 8	35
8 years but less than 9	40
9 years but less than 10	45
10 years or more	100

- ~~b. Provided, however, a member who meets the early retirement provisions or the normal retirement provisions shall be 100 percent vested regardless of the above schedule.~~
- ~~c. Each member shall at all times and in all events have a fully vested interest in his accumulated contribution. No member's vested interest is to be reduced as a result of any amendment to this section; however, any increase in a member's vested interest will be determined by the vesting schedule in effect at the time of his separation from service.~~
- ~~(4) Notwithstanding subsections (1) through (3) of this section, effective December 3, 2012, a member shall be 100 percent vested upon completing ten years of credited service, and there shall be no vesting percentage for members who terminate employment with less than ten years of credited service except as provided in this subsection. Any member who terminates employment after December 3, 2012, with less than ten years of credited service shall be entitled only to a refund of his accumulated contribution, or the member may leave it deposited with the fund; provided any member who was employed on December 3, 2012, with less than ten years of credited service on that date who subsequently terminates employment with less than ten years of credited service shall be entitled to the vesting percentage provided in subsection (3)a of this section as of December 3, 2012. If a member has ten or more years of credited service upon termination, or is entitled to a vested percentage in accordance with the preceding sentence, the member shall be entitled to a monthly retirement income to commence on his normal retirement date, determined as if he had remained employed, provided his accumulated contributions remain in the plan. If the member so requests in writing, filed with the board, payment may commence on the first day of any month which is prior to the member's normal retirement date and on or after the date on which the member meets the requirements for early retirement. The monthly retirement income payable to a member who was employed on December 3, 2012, with less than ten years of credited service on that date and who subsequently terminates employment with less than ten years of credited service shall be equal to the product of the member's vested percentage on December 3, 2012, as provided in subsection (3)a of this section and the accrued benefit which he has accrued to the date of his termination of service. If the monthly retirement income is to commence prior to the member's normal retirement date, the benefit shall be reduced for early retirement in accordance with section 30-145.~~
- ~~(5) In the event that the terminated member dies prior to the date as of which retirement income payments are to commence as described above, his beneficiary will receive the monthly retirement income, payable for ten years certain and life thereafter and beginning on the first day of the month coincident with, or next following, the date of the terminated member's death, which can be provided by the single-sum value of the benefit determined in accordance with section 30-146(a), as of the date of the member's death; provided, however, in lieu of payment of such benefit in the form of monthly income described above, the single-sum value of such benefit may be~~

~~paid on an actuarially equivalent basis to the member's designated beneficiary in such other manner and from as the member may elect and the board may approve or, in the event no election is made by the member prior to his death, as the beneficiary may elect and the board may approve.~~

SECTION 5: That Chapter 30, Personnel, Article III, Employee Retirement, Division 3, Firefighters' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-156, Minimum Distribution of Benefits, subsections (b)(1) and (b)(2)a., to read as follows:

* * * * *

(b) (1) *Required Beginning Date.*

a. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date. ~~For a member who attains age 70.5 prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age 70.5 or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age 70.5 on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains ~~age seventy-two (72)~~ the applicable age or (ii) the calendar year in which the member terminates employment with the City.

b. Applicable age.

1. For a member who attained age 70½ before December 31, 2019, the applicable age is 70½.
2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.
3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

* * * * *

(b) (2) a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the member would have attained age 70.5, ~~(or age 72 for a member who would have attained age 70.5 after December 31, 2019)~~ if later, the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * * * *

SECTION 6: That Chapter 30, Personnel, Article III, Employee Retirement, Division 3, Firefighters' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-164, Military Service Prior to Employment, to read as follows:

Sec. 30-164. - Military service prior to employment.

The years or fractional parts of years that a firefighter serves or has served in the active military service of the Armed Forces of the United States or the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily, honorably or under honorable conditions, prior to first and initial employment with the fire department shall be added to his years of credited service provided that:

- (1) The first three years shall be added at no cost to the member.
- (2) Additional years may be purchased if the member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of credited service.
- (3) Multiple requests may be made at any time prior to retirement.
- (4) Payment by the member of the required amount shall be made within six months of his request for credit, but not later than his retirement date in any event, and shall be made in one lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (8) below.
- (5) The combined maximum credit under this section and for the purchase of prior fire service other than for the city as provided for in section 30-168 shall be five years.
- (6) Credited service received pursuant to this section shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits or toward the first ten years of credited service required for eligibility for normal or early retirement.
- (7) Notwithstanding the provisions of subsections (1) through (6) of this section, members hired on or after January 1, 2013, shall not be eligible to receive a credit for prior military service until they attain age 55 with ten years of credited service or complete 27 years of credited service regardless of age.
- (8) In lieu of the lump sum payment provided for in paragraph (4) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (2). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
 - a. The principal amount to be paid shall be determined as set forth in paragraph (2) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the

date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.

- c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
- d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
- e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
- f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

SECTION 7: That Chapter 30, Personnel, Article III, Employee Retirement, Division 3, Firefighters' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-167, Deferred Retirement Option Plan, subsection (a)(4), to read as follows:

* * * * *

- (d) (4) *Age ~~70.5~~ of required distribution.* In no event shall the provisions of this subsection (d) operate so as to allow the distribution of a member's DROP account to be later than the member's required beginning date, as provided under section 30-156. In the event a member is required to receive payment while in service under the provisions of this subsection, the member shall receive one lump sum payment on or before his required beginning date equal to the member's entire DROP account balance and annual lump sum payments thereafter of amounts credited to the DROP account during each calendar year. Upon the member's subsequent termination of employment, payment of the DROP account shall be made in accordance with the provisions of subsection (d)(2) of this section.

* * * * *

SECTION 8: That Chapter 30, Personnel, Article III, Employee Retirement, Division 3, Firefighters' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-168, Prior Fire Service, to read as follows:

Sec. 30-168. - Prior fire service.

Unless otherwise prohibited by law, and except as provided for in section 30-140, the years or fractional parts of years that a member previously served as a firefighter with the city during a period of previous employment and for which period accumulated contributions were withdrawn from the fund, or the years and fractional parts of years that a member served as a full-time firefighter for any other municipal, county or special district fire department in the state shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.
- (3) Payment by the member of the required amount shall be made within six months of his request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (7) below.
- (4) The combined maximum credit under section 30-164 and under this section for service other than with the city shall be five years of credited service. Credited service purchased pursuant to this section shall count for all purposes, except vesting, eligibility for not-in-line of duty disability benefits or toward the first ten years of credited service required for normal or early retirement. There shall be no maximum purchase of credit for prior service with the city and such credit shall count for all purposes, including vesting.
- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or special district fire department, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in section 30-154(1)(2).
- (6) For purposes of determining credit for prior service as a firefighter as provided for in this section, in addition to service as a firefighter in the state, credit may be given for federal, other state, county or municipal service if the prior service is recognized by the division of state fire marshal, as provided under F.S. ch. 633, or the firefighter provides proof to the board that his service is equivalent to the service required to meet the definition of a firefighter under section 30-140.
- (7) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:

- a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
- b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
- c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
- d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
- e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
- f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

SECTION 9: That Chapter 30, Personnel, Article III, Employee Retirement, Division 3, Firefighters' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended by amending Section 30-170, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts, subsection (5)b., Termination Benefit, and subsection (6), Payment of Benefits, to read as follows:

* * * * *

(5) b. *Termination benefit.*

- 1. In the event that a member's employment as a firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with section 30-148. If the member receives payment of the value of his share account balance in accordance with either option provided for in subsection (6), below, that member is no longer entitled to receive a refund of his accumulated contributions. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance.
- 2. Such payment shall be made as provided in subsection (6) of this section.

* * * * *

- (6) *Payment of benefits.* If a member or DROP participant terminates employment for any reason or dies and he or his beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection (3) of this section, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than 150 days following the valuation date and shall be paid in one lump sum payment. Notwithstanding the previous sentence, no distribution of a share account will be made for any amount less than \$5.00. Such amounts shall be used in accordance with subsection (4) of this section. If the member receives payment of the value of his share account balance in accordance with this subsection, the member is no longer entitled to receive a refund of his accumulated contributions. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance. No optional forms of payments shall be permitted.

* * * * *

SECTION 10: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Kissimmee.

SECTION 11: If any section, subsection, sentence, clause or phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 12: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 13: That this Ordinance shall become effective upon its adoption.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this _____ day of _____, 20____.

Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

April 12, 2023

VIA EMAIL

Board of Trustees
City of Kissimmee
Firefighters' Pension Board

Re: City of Kissimmee Firefighters' Retirement Plan

Dear Board:

We have reviewed the proposed Ordinance, identified on page 11 as "dm/kiss/fire/03-02-23.ord.rev.03-23-23", providing for the following changes. We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program.

1. Language updates to better align language with the Internal Revenue Code (including changing the required distribution date from age 72 to the applicable age provided for in the Internal Revenue Code) and to make clarifying changes.
2. Providing for Board discretion in recovering inadvertent overpayments, pursuant to Secure Act 2.0.
3. Removal of outdated vesting language that does not apply to remaining active members.
4. Providing for the option to purchase credited service over a period of time, not to exceed 5 years, by after-tax payroll deduction rather than a one-time lump sum payment.
5. Clarifying and confirming that members who receive share plan distributions are not entitled to a refund of member contributions, and vice versa.

Because the above changes do not result in an immediate change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Douglas H. Lozen, EA, MAAA

Cc via email: Scott Christiansen, Plan Attorney

NOTICE OF PUBLIC HEARING
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, May 2, 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, March 16, 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 # 23-03

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION III, FIREFIGHTERS' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-140, DEFINITIONS; AMENDING SECTION 30-143, FINANCES AND FUND MANAGEMENT - ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 30-146, PRE-RETIREMENT DEATH; AMENDING SECTION 30-148, VESTING; AMENDING SECTION 30-156, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-164, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 30-167, DEFERRED RETIREMENT OPTION PLAN; AMENDING SECTION 30-168, PRIOR FIRE SERVICE; AMENDING SECTION 30-170, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 175 SHARE ACCOUNTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

CITY COMMISSION
KISSIMMEE, FLORIDA

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

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

ITEM 4.B

Public Hearing - First Reading - Proposed Ordinance # 23-04 - Amending the General Employees Retirement Plan

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-87, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 30-90, PRE-RETIREMENT DEATH; AMENDING SECTION 30-93, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 30-98, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-105, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 30-108, PRIOR GOVERNMENT SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE

Request

Approval of the First Reading of the Proposed Ordinance #23-04 for the General Employees Retirement Plan.

Explanation

The proposed ordinance #23-04 and the no impact statement are attached for approval. The Pension Attorney prepared the Proposed Ordinance and the Actuary indicated that this will not have an actuarial impact on the cost of the General Employees Retirement Plan.

This Proposed Ordinance makes the following changes:

- 1) Amends the optional forms of benefits to include a social security option;
- 2) Adds payment methods for the purchase of prior service;
- 3) Adds language regarding the Board's discretion on seeking recovery of inadvertent overpayments per the Secure Act 2.0;
- 4) Clarifies the pre-retirement death language;
- 5) Amends the minimum distribution age to the applicable age in the Internal Revenue Code; and
- 6) Amends the timeframe to purchase prior military service, not to exceed 5 years.

Recommendation

Staff recommends approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Human Resources & Risk Management

Presenter: Mike Steigerwald

Attachment(s):

1. General Employees Proposed Ordinance #23-04
2. General Employees No Actuarial Impact Letter Proposed Ordinance 23-04
3. Public Notice - Prop Ord 23-04 (Amending General Employees Retirement Plan) (Gazette 04-27-2023)

PROPOSED ORDINANCE NO. 23-04
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-87, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 30-90, PRE-RETIREMENT DEATH; AMENDING SECTION 30-93, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 30-98, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-105, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 30-108, PRIOR GOVERNMENT SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 30, Personnel, Article III, Employee Retirement, Division 2, General Employees' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended to by amending Section 30-87, Finances and Fund Management; Establishment and Operation of Fund, subsection (f)(10), to read as follows:

* * * * *

- (10) Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled to, shall be paid. Overpayment shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients, or other parties, including the City, based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

* * * * *

SECTION 2: That Chapter 30, Personnel, Article III, Employee Retirement, Division 2, General Employees' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended to by amending Section 30-90, Pre-Retirement Death, subsection (c)(3), to read as follows:

* * * * *

- (3) Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under section 30-98~~(b)(2)~~a.

* * * * *

SECTION 3: That Chapter 30, Personnel, Article III, Employee Retirement, Division 2, General Employees' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended to by amending Section 30-93, Optional Forms of Benefits, subsections (a)(4) and (a)(5), to read as follows:

* * * * *

(4) A retirement income of a modified monthly amount calculated by combining a joint and survivor optional percentage pursuant to paragraph (2) with the social security option pursuant to paragraph (3) above.

~~(4)~~ (5) For members who are eligible for normal retirement and who do not participate in the DROP pursuant to section 30-110, the member may elect a percentage of benefit in a lump sum as follows:

- a. Ten percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 90 percent paid under the normal form or as per subsection (a)(1), (2), ~~or (3)~~, or (4) of this section.
- b. Fifteen percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 85 percent paid under the normal form or as per subsection (a)(1), (2), ~~or (3)~~, or (4) of this section.
- c. Twenty percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 80 percent paid under the normal form or as per subsection (a)(1), (2), ~~or (3)~~, or (4) of this section.
- d. Twenty-five percent of the total actuarial equivalent value of the benefit paid as a lump sum with the remaining 75 percent paid under the normal form or as per subsection (a)(1), (2), ~~or (3)~~, or (4) of this section.

* * * * *

SECTION 4: That Chapter 30, Personnel, Article III, Employee Retirement, Division 2, General Employees' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended to by amending Section 30-98, Minimum Distribution of Benefits, subsection (b)(1) and (b)(2)a., to read as follows:

* * * * *

(b)(1) Required beginning date.

- a. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date. ~~For a member who attains age 70.5 prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age 70.5 or (ii) the calendar year in which the member terminates employment with the city. For a member who attains age 70.5 on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains ~~age 72~~ the applicable age or (ii) the calendar year in which the member terminates employment with the city.

b. Applicable age.

1. For a member who attained age 70½ before December 31, 2019, the applicable age is 70½.
2. For a member who attained age 72 before January 1, 2023, the applicable age is 72.
3. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

* * * * *

- (b)(2) a. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained age 70.5, ~~(or age 72 for a member who would have attained age 70.5 after December 31, 2019) if later,~~ the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * * * *

SECTION 5: That Chapter 30, Personnel, Article III, Employee Retirement, Division 2, General Employees' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended to by amending Section 30-105, Military Service Prior to Employment, to read as follows:

Sec. 30-105. - Military service prior to employment.

The years or fractional parts of years that a member serves or has served in the active military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily, honorably or under honorable conditions, prior to first and initial employment with the city or authority shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.
- (3) Payment by the member of the required amount shall be made within six months of his request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (5) below.

- (4) The maximum credit under this section shall be four years, but such credited service shall not count toward vesting or eligibility for disability retirement.
- (5) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
- a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
 - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
 - d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
 - e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.
 - f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

SECTION 6: That Chapter 30, Personnel, Article III, Employee Retirement, Division 2, General Employees' Retirement Plan, of the Code of Ordinances of the City of Kissimmee, is hereby amended to by amending Section 30-108, Prior Government Service, to read as follows:

Sec. 30-108. - Prior government service.

Unless otherwise prohibited by law, the years or fractional parts of years that a member previously served as a general employee with the city or authority during a period of previous employment, or as an employee of Kissimmee Utility Authority, or the years or fractional parts of years that a member previously served as an employee for any governmental agency in the United States, including, but not limited to, federal, state or local government service, and for which he does not otherwise qualify for and receive credit under this system, shall be added to his years of credited service provided that:

- (1) The member contributes to the fund the sum that he would have contributed, based on his salary and the member contribution rate in effect at the time that the credited service is requested, had he been a member of the system for the years or fractional parts of years for which he is requesting credit plus amounts actuarially determined such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.
- (2) The request shall be made only once at any time prior to retirement.
- (3) Payment by the member of the required amount shall be made within six months of his request for credit, but not later than his retirement date in any event, and shall be made in one lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (6) below.
- (4) There shall be no maximum credit under this section and credited service purchased shall count for all purposes, including vesting, subject to the 30-year limitation, except that credited service purchased for prior government service other than with the city or the authority, shall not count toward vesting or eligibility for disability retirement.
- (5) In no event, however, may credited service be purchased pursuant to this section for prior service with the Kissimmee Utility Authority or other governmental agency, if such prior service forms or will form the basis of a retirement benefit or pension from a different employer's retirement system or plan as set forth in section 30-97(1)(2) (maximum pension).
- (6) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:
 - a. The principal amount to be paid shall be determined as set forth in paragraph (1) above.
 - b. The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph c. below.
 - c. Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.
 - d. Payments shall be made by payroll deduction from each paycheck on an after-tax basis.
 - e. In the event that a member dies, retires (including entry into the Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.

- f. In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

SECTION 7: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 8: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 9: That this Ordinance shall become effective upon adoption.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this _____ day of _____, 20____.

Mayor-Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney



March 30, 2023

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

Re: City of Kissimmee General Employees' Retirement Plan

Dear Linda:

As requested, we have reviewed the proposed ordinance which would amend the City of Kissimmee General Employees' Retirement Plan as follows:

- Amend Section 30-87, Finances and Fund Management, to add language regarding the Board's discretion on seeking the recovery of inadvertent overpayments from benefit recipients or other parties, in accordance with the provisions of the Secure Act 2.0.
- Amend Section 30-90, Pre-Retirement Death, to update a reference for the required beginning date.
- Amend Section 30-93, Optional Forms of Benefits, to add an additional actuarially equivalent optional form of benefit. The additional optional form is a combination of the social security option with the joint and survivor option.
- Amend Section 30-98, Minimum Distribution of Benefits, to update the required beginning date from age 72 to the applicable age provided for in the Internal Revenue Code.
- Amend Section 30-105, Military Service Prior to Employment, to allow members who purchase prior military service to make payments over a period of time in lieu of a lump sum payment. The payment period would not exceed 60 months from the date of the first payment, and interest at the actuarially assumed rate of return on plan investments would be included in the payments.
- Amend Section 30-108, Prior Government Service, to allow members who purchase prior government service to make payments over a period of time in lieu of a lump sum payment. The payment period would not exceed 60 months from the date of the first payment, and interest at the actuarially assumed rate of return on plan investments would be included in the payments.

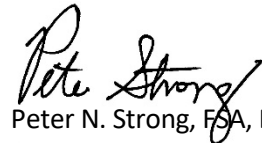
In our opinion, these changes will not have an actuarial impact on the cost of the Retirement Plan for prefunding purposes. It is our opinion that a formal Actuarial Impact Statement is not required. However, we recommend that you send a copy of this letter and the ordinance to the Bureau of Local Retirement Systems.

Ms. Linda Gomez
March 30, 2023
Page 2

Peter N. Strong is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuary is independent of the plan sponsor.

We welcome your questions and comments.

Respectfully submitted,
Gabriel, Roeder, Smith & Company

A handwritten signature in black ink that reads "Pete Strong". The signature is stylized with a large, looped "P" and a cursive "Strong".

Peter N. Strong, FSA, EA, MAAA
Senior Consultant & Actuary

cc: Scott Christiansen

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



NOTICE OF PUBLIC HEARING
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, May 2, 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, March 16, 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 # 23-04

AN ORDINANCE OF THE CITY OF KISSIMMEE AMENDING CHAPTER 30, PERSONNEL, ARTICLE III, EMPLOYEE RETIREMENT, DIVISION 2, GENERAL EMPLOYEES' RETIREMENT PLAN, OF THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; AMENDING SECTION 30-87, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 30-90, PRE-RETIREMENT DEATH; AMENDING SECTION 30-93, OPTIONAL FORMS OF BENEFITS; AMENDING SECTION 30-98, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 30-105, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 30-108, PRIOR GOVERNMENT SERVICE; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

CITY COMMISSION
KISSIMMEE, FLORIDA

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

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

ITEM 4.C

Public Hearing - First Reading - Proposed Ordinance # 23-05 - Amending Chapter 22-26, Article II: Noise

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; AMENDING ARTICLE II NOISE, SECTION 22-26 REPLACING SPECIAL MAGISTRATE WITH CITY HEARING OFFICER; REMOVING SECTION 22-26(B); PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Request

Requesting approval of minor amendments to Section 22-26 of the Noise Ordinance.

Explanation

In February 2023, the City Commission approved an updated and reorganized Noise Ordinance, which included a 90 day effective date to allow training and to finalize details on implementation. As implementation was finalized, it was determined that noise violations processed by the Kissimmee Police Department (KPD) should not go through the Special Magistrate, as it would place other regulations for Code Enforcement onto KPD officers. This amendment would replace the "Special Magistrate" with a "city hearing officer" allowing KPD and Code Enforcement to go through their respective processes.

This request also includes the deletion of section 22-26B, which was erroneously left in the language of the original ordinance.

Recommendation

Approval of the first reading to amend Section 22-26, Article II: Noise.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter: Ashley Cornelison

Attachment(s):

1. Proposed Ordinance # 23-05
2. Advertisement

PROPOSED ORDINANCE NO. 23-05
ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; AMENDING ARTICLE II NOISE, SECTION 22-26 REPLACING SPECIAL MAGISTRATE WITH CITY HEARING OFFICER; REMOVING SECTION 22-26(B); 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, SECTION 22-26 IS HEREBY AMENDED TO READ AS FOLLOWS:

SECTION 1.

ARTICLE II. – NOISE

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. 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. *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. *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~~ a hearing officer. In addition to any fine imposed for a violation of this Article, a hearing officer ~~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 a hearing officer ~~Special Magistrate~~ shall proceed with the hearing and may assess fines and court costs.

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

SECTION 4. This ordinance shall be effective immediately upon its passing.

BE IT ORDAINED, by the City Commission of the City of Kissimmee, this **16th** day of **May**, 20**23**.

Mayor - Commissioner

ATTEST:

City Clerk

Approved as to form and legality:

City Attorney

NOTICE OF PUBLIC HEARING
AND SECOND READING

The City Commission of the City of Kissimmee, Florida will meet on **Tuesday, May 2, 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, May 16, 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 # 23-05

AN ORDINANCE AMENDING THE CODE OF THE CITY OF KISSIMMEE, FLORIDA; AMENDING ARTICLE II NOISE, SECTION 22-26 REPLACING SPECIAL MAGISTRATE WITH CITY HEARING OFFICER; REMOVING SECTION 22-26(B); 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).

ITEM 7.A

Approval of the First Amendment to the License Agreement between the City of Kissimmee and Green Meadows Farm Ltd. for use of a portion of Lancaster Ranch Park

Request

The Parks and Recreation Department is requesting the Commission approve and the Mayor sign the First Amendment to the License Agreement between the City of Kissimmee and Green Meadows Farm Ltd. for use of a portion of Lancaster Ranch Park and authorize the City Manager to approve any further amendments to this License Agreement.

Explanation

On December 21, 2021, the City and Green Meadows entered into a License Agreement to allow Green Meadows to use a portion of the Lancaster Ranch Park site known as the Lackey property for a petting farm. The License Agreement also provided Green Meadows a single-family residence on the Lackey Parcel as the residence for Green Meadow's on-site livestock manager. Construction on Phase 1 of the Lancaster Ranch Park project is scheduled to begin early May. Currently, the Green Meadows staff have begun cleaning, prepping and doing renovations to the portion of the park identified in the License Agreement as the Petting Farm operations area.

Green Meadows intends to move livestock onto the property and occupy the livestock manager's residence beginning June 1, 2023. As this date approaches, the City and Green Meadows decided it was necessary to further clarify and define some of the terms of the License Agreement regarding the livestock managers' residence, specifically, and a few other general provisions, including provisions concerning utilities, tax obligations, insurance and background checks, by entering into a First Amendment to the License Agreement.

Recommendation

Staff recommends approval of the First Amendment to the License Agreement between the City of Kissimmee and Green Meadows Farm Ltd. for use of a portion of Lancaster Ranch Park and providing the City Manager's authorization to approve any further amendments to this License Agreement.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Parks & Recreation

Presenter:

Attachment(s):

1. (S) First Amendment Green Meadows Lancaster Ranch

**FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN THE CITY OF KISSIMMEE AND
GREEN MEADOWS FARM LTD.
FOR USE OF LACKEY PROPERTY**

THIS FIRST AMENDMENT is made this 16 day of April, 2023 by and between the **City of Kissimmee**, a municipal corporation of the State of Florida, 101 Church Street, Kissimmee, Florida 34741 (hereinafter referred to as the “City”) and **Green Meadows Farm LTD.**, a for-profit Delaware corporation, 1881 Jack Calhoun Drive, Kissimmee, FL 34742 (hereinafter referred to as “Green Meadows”), together referred to as the “Parties,” and each represents as follows:

WHEREAS, on December 21, 2021, City and Green Meadows entered into a license agreement to allow Green Meadows to use a portion of the Lancaster Ranch Park Site known as the Lackey Parcel for a petting farm (hereinafter referred to as “License”); and

WHEREAS, the Agreement also provides Green Meadows license to use the structure on the Lackey Parcel known as the livestock manager’s residence (hereinafter referred to as “Residence”);

WHEREAS, the Parties wish to further clarify and define each Party’s rights and responsibilities with regard to the Residence, specifically, and the Licensed Premises, generally, by executing this First Amendment to the License (hereinafter referred to as “Amendment”).

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and value considerations, the receipt and sufficiency of which I hereby acknowledged, each party hereby promises to the other as follows:

1. The foregoing recitals are true and correct and incorporated herein. Additions to the License are shown with underlining, deletions are shown with strikethrough type, and asterisk (***) indicate an omission from the existing text indicating it remains unchanged, as may be necessary.
2. Paragraphs Five, Six, and Nine of the Agreement are hereby amended to read as follows:
5. **COVENANTS OF GREEN MEADOWS.** Green Meadows, for itself, its successors, assigns, grantees, and invitees, covenants and agrees it shall:
 - A. Remain responsible for the maintenance of the property and improvements located thereon so long as Green Meadows is in possession of the Licensed Premises. Specifically, the preparation of the Licensed Premises for guests and continued maintenance of the Licensed Premises will require:
 - 1) Removing scrap equipment, and remodeling two barn structures with City approval for any changes;

- 2) Removing invasive weeds, planting of trees, pruning of all trees up to eight feet and maintaining the landscape of the Licensed Premises.
 - 3) Building pens and fencing the necessary areas on the Licensed Premises to ensure all animals are secure.
 - 4) Providing and maintaining a minimum of two portable restrooms for public; one must be ADA accessible. Providing a minimum of one hand wash station for public use.
 - 5) Operation of an interactive animal experience with the type and number of animals listed in Exhibit "B" ~~including, but not limited to: pony rides, milking a cow, hayrides, feeding animals, and selecting pumpkins in the fall~~ and additional permanent and temporary attractions upon the mutual consent of both parties.
 - 6) Providing a designated livestock manager, who shall be an employee of Green Meadows, who shall reside on the Licensed Premises. Restrict general public access from the building designated as the residence for the livestock manager.
 - 7) Provide bottled water for sale to the general public, in lieu of a water fountain.
 - 8) Securing and paying for utilities required for the Licensed Premises.
- B. Comply at all times and in all respects with all present and future local, municipal, county, state, and federal applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolution, requirements, standards, applications, and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees, or demands of courts, administrative bodies, and other authorities construing any of the foregoing, and Green Meadows shall obtain, maintain, and comply with all applicable Laws. Green Meadows shall not, by any act or omission, render the City liable for any violations thereof.
- C. Not cause or give permission for any hazardous waste, toxic substances or related materials as defined by any law to be used, placed, or misused or disposed of upon, above, or under, or transported to or from the Licensed Premises. City shall not be liable to Green Meadows for any Hazardous Materials Activities caused by Green Meadows, its employees, agents, contractors, licensees, invitees, successors, or assigns. Green Meadows shall be liable to City for any Hazardous Materials Activities or any hazardous spills, fire, or other environmental hazard on the Licensed Premises cause by Green Meadows, its employees, agents, or contractors, or in any way resulting from Green Meadow's use of the Licensed Premises. Green Meadows shall indemnify, defend with counsel acceptable to the City, and hold the City its successors, assigns, and the officers directors, representatives, agents, and employees of each, free, clear, and harmless from and against any claims, damages, costs, and liabilities arising out of any Hazardous Materials Activities, spills, or fire cause by

Green Meadows, its employees, agents, contractors, licensees, or invitees, on, under, through, or across the Licensed Premises.

- D. Not permit any lien to be filed against the Licensed Premises for any labor or materials in connection with work of any character performed or claimed to have been performed on the Licensed Premises, at the direction or sufferance of Green Meadows or its assigns. If any such lien is filed against the Licensed Premises, the City shall have the right (but not the obligation) to cause such lien to be released. Green Meadows shall pay on demand all of the City's costs in connect therewith together with interest thereon at the interest rate set forth herein accruing from and after the date of such demand until the City's receipt of full payment therefore.
- E. Permit inspection of Licensed Premises including Residence by any City, county, state, or federal regulatory agency. Green Meadows shall notify City, in writing within five (5) working days of any notice, inspection, investigation, claim, demand, lawsuit, or other action by any county, state, or federal regulatory agency involving the Licensed Premises. City may be present during any inspection by any county, state, or federal regulatory agency.
- F. Pay for internet, telecommunications, television, and security services, if such services are desired by Green Meadows for the execution of this License. Green Meadows may provide for any security equipment or measures to protect the Licensed Premise including Residence and any equipment, inventory, or property thereon upon written approval of the City. Green Meadows shall not interface or connect Green Meadows' information technology systems with the City's. Green Meadows shall provide its own point of sale equipment, if such equipment is necessary for the execution of this License.
- G. Pay all such rental, sales or similar taxes, fees, or special assessments that are levied upon the Licensed Premises including Residence due to the existence of this License, if any such costs are levied.
- H. Make prompt repayment to City, in the event City pays any monies required to be paid by Green Meadows under the terms of this License. City shall demand repayment from Green Meadows within ten (10) days of payment by City and Green Meadows shall make such repayment to City within ten (10) days of receipt of said demand. Green Meadows failure to timely reimburse shall be deemed a breach of this License.
- I. Exercise reasonable care, including but not limited to taking necessary efforts to maintain, all City-owned equipment on the Licensed Premises including Residence. Some of the City-owned equipment on the Licensed Premises includes appliances, an HVAC system, and two hot water tanks within the Residence and a well water pump and septic tank and pump on the Licensed Premises. The City and the Licensee shall jointly approve a basic inventory listing all City-owned property at the Premises which may be used by Green

Meadows (hereinafter "Inventory") within ten (10) days after the signing of this Amendment by the Parties. The Inventory may be modified in writing with the approval of the Parties. Upon expiration of the term and any additional terms under this License, the Parties shall audit the Inventory to verify its correctness. Upon expiration or termination of this License, Green Meadows shall surrender and yield possession of all items listed on the Inventory to the City, peacefully and without notice, and in good order and condition, but subject to ordinary wear and reasonable use and damage or destruction beyond Green Meadows' control and not due to the Licensee or it's employees' fault or negligence. If any items listed on the Inventory are missing or unreasonably damaged, then the City shall demand reimbursement from Green Meadows within ten (10) days of termination or expiration and Green Meadows shall make such payment within ten (10) days of receipt of said demand.

- J. Obtain prior written approval by the City and comply with local, state, and federal permitting regulations, before making any structural modifications, alterations, improvements, or additions in or to the Licensed Premises, or installing any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment. Green Meadows shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to Premises undertaken by Green Meadows. All such additions, improvements, and fixtures, except movable furniture, shall become property of the City and remain upon the Premises and be surrendered to the City at the end of the License.
- K. Make timely payment for all electricity drawn from the electric meter on the Licensed Premises to be billed monthly by the City. The Licensed Premises receives water from a well and the sewer connects to a septic tank. Green Meadows shall pay for any maintenance or service necessary for the continued safe operation of the well and septic tank. City cannot guarantee the uninterrupted service of electricity, water or sewer for Licensed Premises. City shall not be liable in any manner for damages to Green Meadows' business and/or inventory, or to the personal property of any resident or invitee of Residence, or for any other claim by Green Meadows or any resident or invitee of Residence, resulting from any interruption in electricity, water, or sewer service, unless such interruption was caused by the sole negligence of the City.
- L. Maintain the two barns on Leased Premises in good repair and in a clean, neat, orderly, and sanitary condition and correct in a timely manner any and all structural defects and maintenance issues related to the two barns on the Leased Premises.
- M. Residence. Green Meadows shall have the following rights and responsibilities with regard to the Residence:
 - 1) Maintain Residence in good repair and in a clean, neat, orderly, and sanitary condition by performing all housekeeping and sanitation services within Residence.

- 2) Provide City with prompt written notice of any structural defects, maintenance problems beyond the scope of Green Meadows' responsibility or the need of structural repairs or replacements within twenty-four (24) hours. Green Meadows shall be responsible for any such repairs described in this paragraph if the need for such repairs results from the negligent acts or omissions of Green Meadows, its agents, employees, licensees, customers, or clients, or any resident or invitee of Residence.
6. **COVENANTS OF CITY.** The City, for itself, its successors, assigns, grantees, and invitees, covenants and agrees it shall:
- A. Renovate the livestock manager's residence to ensure compliance with applicable Federal, State and City codes.
 - B. Build roadway access from Pleasant Hill Road to the Licensed Premises and parking lots to accommodate the public.
 - C. Residence. City shall have the following rights and responsibilities with regard to the Residence:
 - 1) Perform preventative and corrective maintenance on facility infrastructure equipment and systems supporting Residence, such as, electric power distribution, HVAC, plumbing, and roofing.
 - 2) Enter the residence for the purpose of inspecting, conducting tests, or making repairs to Residence or to any property owned or controlled by City therein. If feasible, such repairs shall not interfere with Green Meadows' business.
 - 3) Perform inspections of Residence on an annual basis to determine any maintenance needs and operational deficiencies. Such inspections shall be performed by the Facility Management Division, in cooperation with the Parks and Recreation Department, and Green Meadows may participate in the inspections. A copy of inspections reports shall be maintained by the Facility Management Division and available for review by Green Meadows, if requested. To the extent the inspection determines certain maintenance is required, City is only responsible for those items which are considered part of the building or City-owned equipment or other obligations set forth in this License.
9. **INSURANCE.** Green Meadows agrees to obtain and keep insurance coverage of \$1,000,000 for each occurrence and \$5,000,000 general aggregate, as well as the required Auto and Products liability insurance. The City of Kissimmee will be listed as an additional insured for which Green Meadows will annually furnish a certificate to the City. In addition, Green

Meadows will comply with all applicable workmen's compensation requirements. Green Meadows agrees to obtain and keep renter's insurance coverage of at least \$100,000 for all personal property kept with the Residence. All property of any kind that may be on the Licensed Premises during the term of this License shall be at the sole risk of Green Meadows and City shall not be liable to Green Meadows or any other person for any injury, loss, or damage to property or to any person on said Licensed Premises.

2. Paragraphs 21, 22, and 23 are hereby added to the original Agreement.
 21. **BACKGROUND CHECKS.** Green Meadows shall complete a Level 1 employment screening check for all employees with access to Premises (hereinafter "Employees"). Green Meadows shall pay for the cost of mandatory employment screening checks for all such employees. The City, at its sole discretion, may determine that an individual is ineligible to work on the Premises.
 22. **DESTRUCTION OF PREMISES.** If the Licensed Premises shall, without fault of Green Meadows, be destroyed by fire, storm, or other casualty or be so damaged thereby as to become wholly or partially untenable, City may, by written notice delivered to Green Meadows within thirty (30) days after such destruction or damage, elect to rebuild or repair Licensed Premises. In such event, this License shall remain in force, and City shall rebuild or repair the Premises within a reasonable time after such election, putting the Premises in as good a condition as they were at the time immediately prior to the destruction or damage. For that purpose, City may enter the Premises, and rent shall abate during the time the Premises are untenable. If City elects not to restore or rebuild, Green Meadows may terminate this License. If either party so elects, this License shall terminate effective the date of said destruction.
 23. **RADON GAS.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
3. All other provisions of the original Agreement remain in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives have executed this License effective the 16 day of April, 2023.

GREEN MEADOWS:

By: Don Keys

WITNESS AS TO GREEN MEADOWS:

By: Peterson Kasigi

CITY OF KISSIMMEE

By: _____
Olga Gonzalez, Mayor – Commissioner/Chair

ATTEST:

Linda Hansell, City Clerk

APPROVED AS TO FORM:

Olga Sanchez de Fuentes, City Attorney

ITEM 7.B

Approval of Grant Agreement B-22-CP-FL-0261 between the U.S. Department of Housing and Urban Development (HUD) and the City of Kissimmee for the Berlinsky House Reconstruction Project

Request

Approval to accept a grant agreement in the amount of \$1,000,000 for the FY2022 Community Project Funding (CPF) award made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

Explanation

On April 19, 2022, Congressman Darren Soto presented to the City Commission a \$1,000,000 grant award for the Berlinsky Community House. On July 18, 2022, the City received a Letter of Invitation (LOI) from HUD grant #B-22-CP-FL-0261. An application to demolish and rebuild the structure was made to the Economic Development Initiative (EDI) for the purposes of Community Project Funding/Congressionally Directed Spending.” All required documentation was submitted to HUD in December 2022 and on March 7, 2023 the agreement between HUD and the City of Kissimmee was received. Staff is currently working on completing the Environmental Review required under 24 CFR Part 58 in order to receive the funds once approved by HUD. In accordance with the Consolidated Appropriations Act, 2022, CPF funds cannot be used to reimburse expenses incurred before the date the CPF grant agreement is executed.

Approval of this agreement will also authorize the City Manager to approve and execute this agreement, in addition to any and all subsequent documents necessary to secure funds under this award.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11125106-506292	ST2117	Increase	\$1,000,000.00	
11100331-331100		Increase	\$1,000,000.00	

Financial Summary:

A new project string will be added to project ST2117 to segregate the federal funding and the City's funds.

Recommendation

Staff recommends approval to enter into an agreement with HUD in the amount of \$1,000,000.00 to demolish and rebuild the Berlinsky Community House. The use of the CPF award is conditioned on

City of Kissimmee

the satisfactory completion of the environmental review and receipt of the Release of Funds from HUD.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager
Presenter:

Attachment(s):

1. (S) Grant Agreement B-22-CP-FL-0261
2. Award Letter B-22-CP-FL-0261
3. HUD Form 1044 B-22-CP-FL-0261

**FY 2022 COMMUNITY PROJECT FUNDING
GRANT AGREEMENT NO. B-22-CP-FL-0261**

Grantee Name: City of Kissimmee

Grantee Address: 101 Church Street Kissimmee, FL 34741

Grantee's Unique Entity Identifier (UEI):

Grantee's Employer Identification Number (EIN)

Federal Award Identification Number (FAIN) B-22-CP-FL-0261

Assistance Listing Number and Name 14.251 Economic Development Initiative,
Community Project Funding, and Miscellaneous Grants

Period of Performance/Budget Period Start Date Date of grant obligation

Period of Performance/Budget Period End Date August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and City of Kissimmee (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

ARTICLE I. Definitions

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

ARTICLE II. Total Grant Amount

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,000,000 available to the Grantee.

ARTICLE III. Award-Specific Requirements

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.

B. Approved Budget. The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

C. Project and Budget Changes. All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

D. Applicable Appropriations Act Conditions. The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

E. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR art 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward, and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

ARTICLE IV. General Federal Requirements

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR art 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR art 58.

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed prior to the Letter of Invitation, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

ARTICLE V. Drawdown Requirements

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in

the document titled “Grant Award Instructions” that accompanies the Grant Agreement. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

D. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

E. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

F. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

G. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

ARTICLE VI. Program-Specific Reporting Requirements

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement; the reasons why established goals were not met, if appropriate; and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

ARTICLE VII. Project Closeout

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds.

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

ARTICLE VIII. Default

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.

ARTICLE IX. HUD Contact Information

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

This agreement is hereby executed on behalf of the Grantee and HUD as follows:

GRANTEE

(Name of Organization)

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)

HUD

BY: _____
Robin J. Keegan,
Deputy Assistant Secretary for Economic Development

(Date)

APPENDIX 1 – Project Narrative

APPENDIX 2 – Approved Budget

APPENDIX 3 – Grantee’s Indirect Cost Rate Information

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ? The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ? The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee’s indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

APPENDIX 4 – Award Term and Condition for Grantee Integrity and Performance Matters

Reporting of Matters Related to Grantee Integrity and Performance

1. General Reporting Requirement

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which Grantee Must Report

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

4. Reporting Frequency

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

APPENDIX 5 – Specific Award Conditions
NONE.

APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

d. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

e. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

f. Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

g. Any other relevant considerations.

6. *Disclosure of potential conflicts of interest.* The Grantee must disclose in writing to HUD any potential conflict of interest.

APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

a. Provisions applicable to a grantee that is a private entity.

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

b. Provision applicable to a grantee other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

c. Provisions applicable to any grantee.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, D.C. 20410-1000

OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT

March 7, 2023

Ms. Kalanit Oded, Esq.
Authorized Representative
City of Kissimmee
101 Church Street
Kissimmee, FL 34741
Email: kalanit.oded@kissimmee.gov

Dear Ms. Oded:

This letter provides important updates concerning your FY2022 Community Project Funding (CPF) award. The recently enacted Consolidated Appropriations Act, 2023, (P.L. 117-328)¹ (the FY2023 Act) includes changes for Fiscal Year 2022 CPF grants initially authorized in the Consolidated Appropriations Act, 2022 (P.L. 117-103) (the FY2022 Act). Additionally, HUD has taken action and determined that all of its FY2022 CPF grants will not be subject to the Build America, Buy America (BABA) provisions.

To account for these changes and clarify the applicable requirements for your grant, HUD has revised its FY2022 CPF Grant Agreement and prepared a new “FY2022 Community Project Funding Grant Guide: Version 2.0” to replace the former grant guide.

This letter provides a brief overview of the changes and the process that FY2022 Community Project Funding grantees should take to fill out and sign the “Revised FY2022 CPF Grant Agreement”. As a clarification, this letter applies only to your FY2022 CPF grant. If you have also been designated to receive a FY2023 CPF grant, HUD will provide a separate correspondence regarding that grant.

The FY2023 Act includes the following changes for FY2022 CPF grants:

- 1) Clarifies that eligible expenses include administrative, planning, operations, and maintenance costs;
- 2) Authorizes the grant funds to be used for reimbursement of otherwise eligible expenses incurred on or after the date of enactment of the FY 2022 Act, and prior to the date of grant execution, some exceptions may apply in accordance with 2 CFR 200.305.
- 3) Expenditures for planning and management development and administration are no longer capped at 20 percent of the grant amount.

¹ The FY2023 Act language related to Congressionally-directed Economic Development Initiative/Community Project Funding is on pages 696-697: <https://www.congress.gov/117/bills/hr2617/BILLS-117hr2617enr.pdf>.

In addition to this letter, we are providing an updated “Grant Award Package” that includes:

- 1) The updated “FY2022 Community Project Funding Grant Guide” (FY22 CPF Grant Guide: Version 2.0) which provides:
 - a. Information on the appropriations-specific and cross-cutting Federal requirements that govern these funds.
 - i. Award instructions that provide guidance for various grant administration-related actions. Please refer to this document as it includes important information and forms for accessing the Disaster Recovery Grant Reporting (DRGR) system which manages the reimbursement process and periodic reporting of project status and accomplishments. Links to the required forms are included in grant guide and on our website:
https://www.hud.gov/program_offices/comm_planning/edi-grants.
- 2) The Revised FY2022 CPF Grant Agreement which:
 - a. Specifies the applicable statutory provisions, regulations, and administrative requirements for this award.
 - b. Should be read carefully, including its incorporated appendices, which contain additional mandatory award terms as well as information specific to your award, such as your organization’s indirect cost information.
 - c. Should be reviewed to ensure all grantee information and award-specific information is entered completely and accurately before signing.
 - d. Must be signed and dated by the Authorized Representative or the grantee’s legal signatory.
 - e. Should also be retained for your records, after submission, pending receipt of the fully executed copy from HUD.

To assist you with understanding the materials that you have received, HUD will be hosting a series of regular webinars and “office hours” to review these changes and support grantees through the grant award process and beyond.

Overview of Changes from the FY2023 Act

To be eligible, expenses must comply with applicable Federal requirements. This includes administrative requirements under 2 CFR Part 200, environmental laws, statutes, and Executive Orders, and other “cross-cutting” federal requirements adhered to by HUD. In addition, environmental reviews are required for all HUD funded programs and project activities. This includes soft costs as well as hard costs.

In keeping with the National Environmental Policy Act (NEPA) and HUD’s NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58, environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by

HUD, as applicable, for all projects prior to taking any ‘choice limiting actions.’²

Environmental reviews must be completed before a grantee can undertake actions that prevent the grantee from taking an alternative action to minimize or avoid environmental harm, or that would have an adverse environmental impact (“choice limiting actions”). This step is required to avoid violations under:

- 24 CFR 58.22 which provides limitations on activities pending clearance; and
- Section 110(k) of the National Historic Preservation Act which prohibits anticipatory demolition or significant harm of cultural and / or historic resources prior to completion of the historic preservation review process known as Section 106 review.

HUD defines the “Federal Nexus” for a program or project as the event that triggers the requirements for federal environmental review under a host of laws, regulations, and Executive Orders, including the prohibition on choice limiting actions.

Under the original process for the FY2022 EDI/CPF grants, given that grantees were not aware of the federal requirements at enactment of the FY 2022 Act and that recipients could not be reimbursed for eligible expenses that occurred before obligation (interpreted to mean the execution of the grant agreement), HUD determined that the Letter of Invitation (LOI) would serve as notification of the federalization of the award.

HUD has determined the federalization date of FY2022 CPF grants as July 18-28, 2022. The exact date for federalization depends on the date of your LOI. This is also referred to as the federal ‘nexus’ date for environmental review for CPF projects. To prevent choice limiting actions from occurring, following the LOI, you may not commit funds or take any actions (outside of existing contracts) until an environmental review is completed. Further explanation of choice limiting actions and the environmental review process, including historic preservation review, is included within the CPF Grant Guide.

Based on the FY2023 language changing the reimbursable expenses for HUD’s FY2022 CPF grantees, HUD evaluated how to increase eligible project costs while ensuring adherence to all “eligibility” requirements. Given that the specific reference to “otherwise eligible expenses” within the FY2023 Act’s language includes compliance with environmental requirements as paramount to project eligibility, the changes broaden costs reimbursement for the HUD CPF FY22 grantees:

1. For soft costs, HUD conducted a nationwide environmental review to clear activities such as administrative, planning, and operations and maintenance costs (including costs to prepare an environmental review). After your Grant Agreement is executed (and your approved budget is changed as necessary to account for these costs), you may use your grant funds to reimburse soft costs incurred on or after the date of enactment of the FY2022 Act (March 15, 2022).
2. For hard costs: After your Grant Agreement is executed (and your approved budget is changed, if necessary, to account for these costs), you may use your grant funds to reimburse hard costs that were incurred:

² Choice limiting actions constitute work such as entering construction contract agreements/commitments and earth-moving activities/clearing/grubbing as well as building renovation/upgrades that can have an adverse impact on cultural and / or historic resources or the environment, or prevent the avoidance, minimization, or mitigation of those impacts. Examples of ‘choice limiting actions’ include, but are not limited to, purchasing land, entering into contracts for property acquisition or construction, or physical work on the project.

- a. after the environmental review process was completed; and
- b. after the date of the LOI.

Process Changes

1) Grantee has sent grant materials to HUD but does not yet have an executed Grant Agreement:

For grantees that have sent your grant materials to HUD but do not yet have an executed Grant Agreement, you have the option, but are not required, to revise your project narrative and budget to take advantage of the changes from the FY2023 Act.

See Section 2.2.1 of the Grant Guide for next steps.

2) Grantee has signed your grant agreement but do not yet have an executed Grant Agreement:

For grantees that have signed their Grant Agreement, but are waiting on the executed Grant Agreement from HUD, you will need to sign a revised Grant Agreement.

In addition, please note, you have the option, but are not required, to revise your project narrative and budget to take advantage of the changes from the FY2023 Act.

See Section 2.2.2 of the Grant Guide for next steps.

3) Grantee has not yet sent grant materials to HUD:

If you have not sent your grant materials to HUD, HUD will send the Grant Award Letter, Grant Agreement, FY2022 Grant Guide: Version 2.0, and standard forms to you.

See Section 2.2.3 of the Grant Guide for next steps.

4) FY2022 Grantees with Technical Corrections

The FY2023 Appropriations Act listed Technical Corrections to certain FY2022 EDI-CPF grants. Grantees with Technical Corrections have received a letter from HUD with guidance for next steps to incorporate the Technical Corrections.

See Section 2.2.4 of the Grant Guide for next steps.

All information required for your grant award should be submitted via email to the dedicated mailbox at CPFGrants@hud.gov. Include your grant number and grant name in **all** email correspondence. In transmitting your information, please copy and paste the bolded information as the subject line of your email: **<Grant Number>: <Grantee Name>**
Submission of Required Grant Materials.

If you, or your staff, have any questions regarding how to complete your amended Grant Agreement or about your grant in general, please feel free to contact Lauren L. Thomas , in the Congressional Grants Division at CPFGrants@hud.gov. Please note while your Grant Officer may change over time, we have a team approach to managing your project. Lauren L. Thomas is the primary point of contact at HUD for this award and will be available to assist you. An updated list of Grant Officers is posted on the program website and available at this link:

<https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf>.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. J. Keegan", is shown within a light gray rectangular box.

Robin J. Keegan
Deputy Assistant Secretary for
Economic Development

ATTACHMENTS:

FY2022 Community Project Funding Grant Guide (Version 2.0)

Revised FY2022 CPF Grant Agreement

Form HUD-1044 - Assistance Award/Amendment Form

Assistance Award/Amendment		U.S. Department of Housing and Urban Development Office of Administration																			
1. Assistance Instrument ☐ Cooperative Agreement ☒ Grant		2. Type of Action ☒ Award ☐ Amendment																			
3. Instrument Number B-22-CP-FL-0261	4. Amendment Number	5. Effective Date of this Action	6. Control Number																		
7. Name and Address of Recipient City of Kissimmee 101 Church Street Kissimmee, FL 34741 EIN: UEI:		8. HUD Administering Office CPD, Congressional Grants Division 451 7th Street, SW, Rm 7146 Washington, DC 20410-7000																			
10. Recipient Project Manager Kalanit Oded		8a. Name of Administrator Lauren L. Thomas	8b. Telephone Number Lauren.Thomas@hud.gov																		
11. Assistance Arrangement ☐ Cost Reimbursement ☐ Cost Sharing ☒ Fixed Price	12. Payment Method ☐ Treasury Check Reimbursement ☐ Advance Check ☒ Automated Clearinghouse	13. HUD Payment Office Chief Financial Officer																			
14. Assistance Amount <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 60%;">Previous HUD Amount</td><td></td></tr> <tr><td>HUD Amount this Action</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>Total HUD Amount</td><td style="text-align: right;">\$1,000,000.00</td></tr> <tr><td>Recipient Amount</td><td></td></tr> <tr><td>Total Instrument Amount</td><td style="text-align: right;">\$1,000,000.00</td></tr> </table>		Previous HUD Amount		HUD Amount this Action	\$1,000,000.00	Total HUD Amount	\$1,000,000.00	Recipient Amount		Total Instrument Amount	\$1,000,000.00	15. HUD Accounting and Appropriation Data <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">15a. Appropriation Number</td> <td style="width: 40%;">15b. Reservation Number EDE 22</td> </tr> <tr> <td colspan="2">Amount Previously Obligated</td> </tr> <tr> <td colspan="2">Obligation by this Action</td> </tr> <tr> <td colspan="2">Total Obligation</td> </tr> </table>		15a. Appropriation Number	15b. Reservation Number EDE 22	Amount Previously Obligated		Obligation by this Action		Total Obligation	
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Amount Previously Obligated																					
Obligation by this Action																					
Total Obligation																					

16. Description

Berlinsky Community House

This Award consists of the following items which are appended to and hereby made part of this Award:

(A) Cover Page - HUD 1044

(B) Grant Agreement

Instructions:

NO PROJECT FUNDS may be committed to the project or drawn down prior to environmental release of funds approval.

Locate your nearest HUD Regional Environmental Officer at

<https://www.hudexchange.info/programs/environmental-review/hud-environmental-staff-contacts/-region-i-regional-and-field-environmental-officers>.

Disclaimer: The information on this form is to be used only for purposes of recordkeeping and facilitating communication between the Recipient identified in box 7 above (which is also referred to as the "Grantee") and the U.S. Department of Housing and Urban Development ("HUD") in relation to the award identified above ("this award").

This document does NOT constitute the grant agreement for this award.

The terms and conditions for this award are as specified in the grant agreement signed by HUD and the Grantee

17. ☐ Recipient is required to sign and return three (3) copies of this document to the HUD Administering Office.	18. ☒ Recipient is not required to sign this document.
19. Recipient (By Name): Ms. Kalanit Oded, Esq.	20. HUD (By Name): Robin J. Keegan
Signature & Title:	Date:
Signature & Title:	Date:

Previous Editions are Obsolete

form HUD-1044 (8/90)
Ref. Handbook 2210.17

ITEM 7.C**Kathy's Corner - Final Plat (DRC# SR-22-0012)****Request**

Approval of the final plat known as Kathy's Corner.

Explanation

The owner of the property, Abe's Electric, Inc., is requesting final plat approval without a guarantee. The property is located at the intersection of Oak Street and Royal Street and is combining multiple lots into two lots for development purposes.

Recommendation

Staff recommends approval of the final plat for Kathy's Corner.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Kathy's Corner Plat
2. Kathy's Corner Vicinity Map

DEDICATION
KATHY'S CORNER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates Easements shown hereon to the perpetual use of the public and said lands and plat for the uses and purposes therein expressed.

I, the undersigned, have caused these presents to be signed and sealed by the person(s) named below on 4-18 2023.

ABE'S ELECTRIC, INC., A FLORIDA CORPORATION

By: Abraham Valentin Title: PRESIDENT

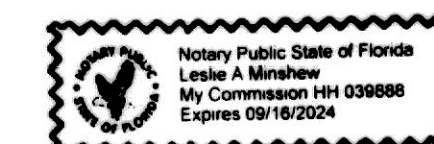
Signed and sealed in the presence of:

Witness: Leslie A. Minshaw Signature: Christina R. Turner
Signature: Christina R. Turner Print Name: Christina R. Turner

STATE OF FLORIDA COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 18th DAY OF April 2023, BY ABRAHAM VALENTIN, AS PRESIDENT, SUCH PERSON ☒ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED AS IDENTIFICATION.

Signature of Person Taking Acknowledgement
NOTARY PUBLIC



CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a licensed and registered land surveyor, does hereby certify that on 10/26/2022 he completed the survey of the lands as shown in the foregoing plat or plan; and said survey was made under his responsible direction and supervision and the survey data complies with all of the requirements of Chapter 177, Florida Statutes; that said plat is a true and correct representation of the lands herein described and platted and subdivided; that permanent reference monuments have been placed as shown thereon as required by Chapter 177, Florida Statutes; and by The Land Development Code of the City of Kissimmee, Florida and that said land is located in Section 22, Township 25 South, Range 29 East.

Osceola County, Florida. Richard D. Brown Registered Professional Surveyor No. 5750
Dated 4/12/23 Registration No. 5750
PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 968
JOHNSTON'S 900 Cross Prairie Parkway
SURVEYING INC. Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

CERTIFICATE OF APPROVAL
BY THE CITY SURVEYOR

THIS IS TO CERTIFY, That onthe Florida Professional Surveyor and Mapper representing the City of Kissimmee reviewed this plat. This plat conforms to Florida Statutes, Chapter 177.

Dated Registration No., P.S.M.

CERTIFICATE OF APPROVAL
BY MUNICIPALITY

THIS IS TO CERTIFY, That onthe approved the foregoing plat

ATTEST: MAYOR

CITY CLERK

CERTIFICATE OF COUNTY CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on

at

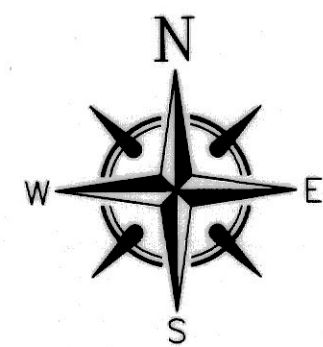
Clerk of the Circuit Court

in and for Osceola County, Florida

BY.....D.C. File No.....

KATHY'S CORNER

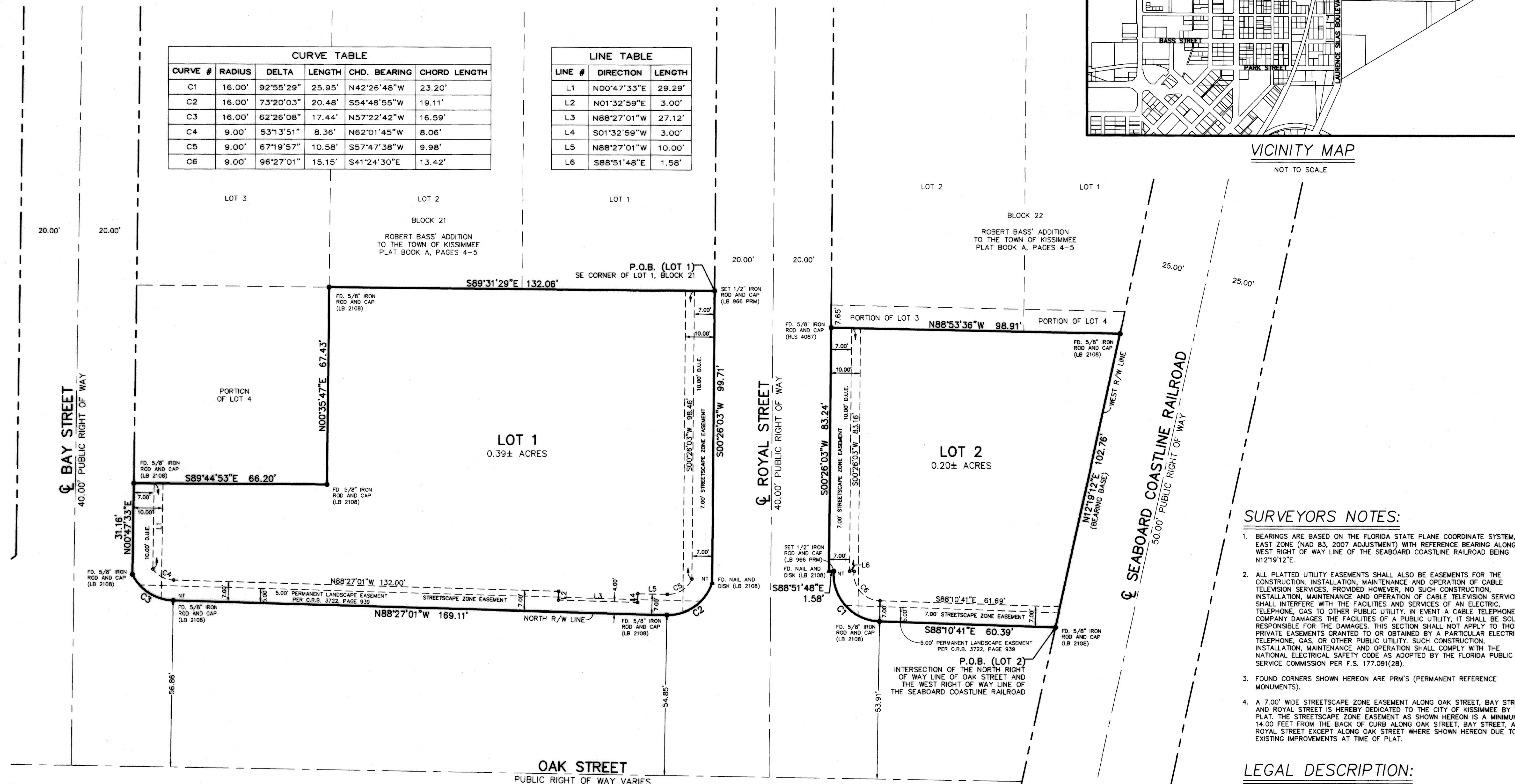
A REPLAT OF A PORTION OF LOTS 4, 5, AND 6, BLOCK 21,
AND A PORTION OF LOTS 3 AND 4, BLOCK 22
ROBERT BASS' ADDITION TO THE TOWN OF KISSIMMEE,
PLAT BOOK A, PAGES 4 AND 5
SECTION 22, TOWNSHIP 25 SOUTH, RANGE 29 EAST
CITY OF KISSIMMEE, OSCEOLA COUNTY, FLORIDA



GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	16.00'	92°55'29"	25.95'	N42°26'48"W	23.20'
C2	16.00'	73°20'03"	20.48'	S54°48'55"W	19.11'
C3	16.00'	62°26'08"	17.44'	N57°22'42"W	16.59'
C4	9.00'	53°13'51"	8.36'	N62°01'45"W	8.06'
C5	9.00'	67°19'57"	10.58'	S57°47'38"W	9.98'
C6	9.00'	96°27'01"	15.15'	S41°24'30"E	13.42'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N00°47'33"E	29.29'
L2	N01°32'59"E	3.00'
L3	N88°27'01"W	27.12'
L4	S01°32'59"W	3.00'
L5	N88°27'01"W	10.00'
L6	S88°51'48"E	1.58'



SURVEYORS NOTES:

- BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE (NAD 83, 2007 ADJUSTMENT) WITH REFERENCE BEARING ALONG THE WEST RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD BEING N12°19'12"E.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS TO OTHER PUBLIC UTILITY. IN EVENT A CABLE TELEPHONE COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION PER F.S. 177.091(28).
- FOUND CORNERS SHOWN HEREON ARE PRM'S (PERMANENT REFERENCE MONUMENTS).
- A 7.00' WIDE STREETSCAPE ZONE EASEMENT ALONG OAK STREET, BAY STREET, AND ROYAL STREET IS HEREBY DEDICATED TO THE CITY OF KISSIMMEE BY THIS PLAT. THE STREETSCAPE ZONE EASEMENT AS SHOWN HEREON IS A MINIMUM OF 14.00 FEET FROM THE BACK OF CURB ALONG OAK STREET, BAY STREET, AND ROYAL STREET EXCEPT ALONG OAK STREET WHERE SHOWN HEREON DUE TO EXISTING IMPROVEMENTS AT TIME OF PLAT.

LEGAL DESCRIPTION:

A PARCEL OF LAND BEING A PORTION OF LOTS 4, 5, AND 6, BLOCK 21, ROBERT BASS' ADDITION TO THE TOWN OF KISSIMMEE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGES 4 AND 5, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, OF SAID ROBERT BASS' ADDITION TO THE TOWN OF KISSIMMEE, RUN S00°28'03"W, A DISTANCE OF 99.71 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 16.00 FEET AND A CENTRAL ANGLE OF 73°20'03"; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.48 FEET (CHORD BEARING = S54°48'55"W, CHORD = 19.11 FEET); THENCE RUN N88°27'01"W, A DISTANCE OF 169.11 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 16.00 FEET AND A CENTRAL ANGLE OF 62°26'08"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.44 FEET (CHORD BEARING = N57°22'42"W, CHORD = 16.59 FEET); THENCE RUN N00°47'33"E, A DISTANCE OF 31.16 FEET; THENCE RUN S89°44'53"E, A DISTANCE OF 66.20 FEET; THENCE RUN N00°35'47"E, A DISTANCE OF 67.43 FEET; THENCE RUN S89°31'29"E, A DISTANCE OF 132.06 FEET TO THE POINT OF BEGINNING.

AND

A PARCEL OF LAND BEING A PORTION OF LOTS 3 AND 4, BLOCK 22, ROBERT BASS' ADDITION TO THE TOWN OF KISSIMMEE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK A, PAGES 4 AND 5, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF OAK STREET AND THE WEST RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD, RUN N12°19'12"E, A DISTANCE OF 102.76 FEET; THENCE RUN N88°53'36"W, A DISTANCE OF 98.91 FEET; THENCE RUN S00°28'03"W, A DISTANCE OF 83.24 FEET; THENCE RUN S88°51'48"E, A DISTANCE OF 1.58 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 16.00 FEET AND A CENTRAL ANGLE OF 92°55'29"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 25.95 FEET (CHORD BEARING = S42°26'48"W, CHORD = 23.20 FEET); THENCE RUN S88°10'41"E, A DISTANCE OF 60.39 FEET TO THE POINT OF BEGINNING.

PROPERTY INFORMATION:

THIS PLAT IS SUBJECT TO THE FOLLOWING ITEMS WHICH ARE BLANKET IN NATURE AND/OR UNPLOTTABLE

- RESTRICTIONS, DEDICATIONS, RESERVATIONS, SETBACKS AND EASEMENTS, IF ANY, AS INDICATED AND/OR SHOWN ON THAT CERTAIN PLAT RECORDED IN PLAT BOOK A, AT PAGE(S) 4, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

- GENERAL PERMIT (EASEMENT) IN FAVOR OF SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY RECORDED 3/4/1948 IN MISCELLANEOUS BOOK V, PAGE 406, OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA.

NOTICE: This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

LEGEND

P.B. PLAT BOOK	• DEGREES
P.C. PAGE	• MINUTES
SEC. SECTION	• SECONDS
TWP. TOWNSHIP	± MORE OR LESS
RNG. RANGE	L.B. LICENSED BUSINESS
COR. CORNER	L.S. LICENSED SURVEYOR
AC. ACRES	ID. IDENTIFICATION
FD. FOUND	P.O.B. POINT OF BEGINNING
P.S.M. PROFESSIONAL SURVEYOR	P.O.C. POINT OF COMMENCEMENT
AND MAPPER	R/W RIGHT OF WAY
R.L.S. REGISTERED LAND SURVEYOR	O.R.B. OFFICIAL RECORDS BOOK
PCM PERMANENT CONTROL POINT	MON. MONUMENT
PRM PERMANENT REFERENCE MONUMENT	CONC. CONCRETE
D.U.E. DRAINAGE AND UTILITY EASEMENT	NT NOT TANGENT
CL CENTERLINE	

JOHNSTON'S
SURVEYING INC.

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

PROFESSIONAL SURVEYING CERTIFICATE OF AUTHORIZATION NO. L.B. 966



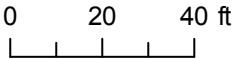
Osceola County, Florida; Eric Harris & Associates, Inc., Osceola County, Florida



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

Kathy's Corner Final Plat (DRC# SR-22-0012)

Date Generated: 4/12/2023



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

ITEM 7.D

Approval to accept Interlocal Agreement between City of Kissimmee and Overoaks Community Development District relating to the Right-of-Way Maintenance Agreement for Landscaping

Request

Approval of an interlocal agreement between the City of Kissimmee and Overoaks Community Development District (CDD) regarding the maintenance of improvements within the City right-of-way.

Explanation

The Public Works and Engineering Department and Overoaks CDD desire to enter into an interlocal agreement for the maintenance responsibility of the landscaping and irrigation within the City right-of-way (ROW) "Maintenance Area". The agreement outlines the City's sole responsibility to maintain the City ROW and the Overoaks CDD's option to exceed the City's maintenance frequency. The agreement also requires the CDD to submit plans for approval to the City to perform improvements of the landscaping and irrigation within the City's ROW and be maintained by the Overoaks CDD.

Recommendation

Approval of an interlocal agreement between the City of Kissimmee and Overoaks Community Development District regarding the maintenance of improvements within the City right-of-way.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Public Works & Engineering

Presenter:

Attachment(s):

1. (S) Interlocal Agt. for ROW Maintenance

Prepared by and return to:
Jan A. Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, FL 32802

INTERLOCAL AGREEMENT FOR RIGHT-OF-WAY MAINTENANCE

THIS **INTERLOCAL AGREEMENT FOR RIGHT-OF-WAY MAINTENANCE** (the “Interlocal Agreement”), dated this _____ day of _____, 2022, is entered into by and between the **CITY OF KISSIMMEE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the “City”), and the **OVEROAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, (the “District”).

WITNESSETH:

WHEREAS, the District is an independent special district and a local unit of special-purpose government which is created pursuant to the Chapter 190, *Florida Statutes* (the “Act”), and is limited to the performance of those specialized functions authorized by the Act and Ordinance 90-31 of the Osceola Board of County Commissioners establishing the District (the “Ordinance”); and

WHEREAS, pursuant to the Ordinance and the Act, the District is presently authorized to construct, acquire, and maintain infrastructure improvements and services set forth in section 190.012(1), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District; and

WHEREAS, the property within the District has been annexed into the City; and

WHEREAS, the District, in accordance with its plan for development, has constructed and/or acquired certain roadway, landscaping and aesthetic improvements in rights-of-way within the District, and associated improvements have been dedicated to, and accepted by, the City (as the “City ROWs”); and

WHEREAS, the City ROWs are depicted on **Exhibit “A”** attached hereto and incorporated herein; and

WHEREAS, the City is ultimately responsible for maintenance of the City ROWs; and

WHEREAS, the City has previously expressed its consent to allow the District to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate and maintain systems and facilities including, but not be limited to, monument or other signage, irrigation systems,

landscaping, trees, sod and other plantings, all within the City ROWs (such improvements that have been constructed by the District and have not been dedicated to the City shall be referred to herein as the “Improvements”); and

WHEREAS, the City has no particular objection to the placement of said Improvements provided that (i) the City has first granted approval of an improvement plan for the subject right-of-way; (ii) the City retains plenary authority to remove the Improvements, or have the Improvements removed, for the benefit of the public should circumstances so require in the future; and (iii) the District receives any necessary right-of-way encroachment agreement, easement, right-of-way permit, or other appropriate instrument, if required in the future; and

WHEREAS, although the City will retain ultimate responsibility for the maintenance of the City ROWs and all Improvements therein, the parties desire that the District shall have the option, subject to the provisions hereof, to maintain all or a portion of the Improvements within City ROWs to a higher standard than the City would otherwise; and

WHEREAS, pursuant to Section 190.012(1)(g) of the Act, installation of the Improvements and associated operation and maintenance may be undertaken by the District if the Improvements are the subject of this Interlocal Agreement between the District and a governmental entity and are consistent with the comprehensive plan of the City; and

WHEREAS, it is in the mutual interest of the City and the District to establish intergovernmental relations that encourage, promote and improve the coordination, overall effectiveness and efficiency of governmental activities and services in and around the District; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969” (hereinafter, the “Cooperation Act”), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities, and

WHEREAS, the City and the District find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, the City and the District desire to exercise jointly their common powers and authority concerning the installation, construction, and maintenance of the Improvements, as well as the maintenance of the City ROWs; the avoidance of inefficiencies caused by the unnecessary duplication of services and facilities; and the clarification of responsibilities, obligations, duties, powers, and liabilities of each of the governmental bodies; and

WHEREAS, this Interlocal Agreement shall serve as the “agreement between the district and a governmental entity” required by section 190.012 (1)(g) of the Act; and

WHEREAS, the Improvements are consistent with the City’s comprehensive plan.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the District agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and form a material part of this Interlocal Agreement.

2. **Maintenance Responsibilities of the City**. The City shall, at its sole cost, perpetually maintain all improvements of any kind currently located within any City ROWs (the “Maintenance Area”), subject to the conditions set forth herein. City maintenance within the Maintenance Area shall occur at a level, intensity, and frequency consistent with all applicable City standards and practices (as those may be amended from time to time), and shall, in any event, be performed at a level, intensity, and frequency commensurate with other City-owned rights-of-way of a similar nature and type. The City’s maintenance obligation, as described herein, includes the right and authority to remove, or terminate the maintenance of, any improvements within the Maintenance Area, if said removal or termination of maintenance is consistent with City standards and policies.

3. **District’s Optional Maintenance**. Notwithstanding anything herein, the District shall have at the District’s sole cost and expense, the option but not the obligation, to perform all or a portion of the City’s maintenance obligations with respect to the Improvements (and other services, such as irrigation, fertilization and pest control) within the Maintenance Area at intervals more frequent than the City’s regularly scheduled maintenance in order to enhance the aesthetic quality of the Maintenance Area. The performance of this additional maintenance by the District shall be completely within the District’s sole discretion and shall not relieve or supplant, in any way, the City’s obligations, either under this Interlocal Agreement or currently existing, to maintain the Maintenance Area.

4. **Right of Entry**. Subject to the limitations described in paragraph 2 above, the City hereby grants the District a right of entry authorizing District to enter upon the City ROWs, as necessary, to accomplish District’s optional maintenance under this Interlocal Agreement.

5. **Improvements; Additional Landscaping or Irrigation**. The Improvements shall be or have been installed in conformance with plans submitted to the City. The Improvements shall be, or have been, installed, constructed, and maintained in such a manner as will not interfere with the use of the roadway by the public, maintenance by the City, or create a safety hazard on such roadway. If the City reasonably determines that the Improvements do create a maintenance problem or safety hazard, then the District, at its sole expense, shall be responsible for relocating the offending Improvements in such a manner so as to eliminate the problem or hazard, to the reasonable satisfaction of the City. In ascertaining whether a maintenance problem or safety hazard is evident, the City may require the District to retain an appropriately qualified design professional to perform an investigation. The City may use the investigatory report of the design professional in determining whether a District Improvement must be removed or reconfigured. The District may, in its sole discretion, submit an engineer’s plan to the City describing the potential installation of additional landscaping and/or irrigation within the Maintenance Area. City shall, within thirty (30) days of the submittal, either approve the plan, reject the plan or provide a revised plan for District’s consideration. District shall have the authority, at its sole cost, to install

and maintain additional landscaping and/or irrigation within the Maintenance Area, as approved by the City.

6. Priority of City ROWs. The Improvements within the Maintenance Area shall not be installed or maintained in such a manner so as to interfere, in any way, with the City's operation or maintenance of any City ROWs. It is understood between the parties hereto that the Improvements covered by this Interlocal Agreement may be removed, relocated, or adjusted by the City, without liability to the District, at any time in the future as determined to be necessary by the City, in its sole discretion. In addition to the foregoing, should the City determine, within its reasonable discretion, and request in writing to the District that the volume, duration, manner, or frequency of irrigation within the maintenance area should need to be changed in order to preserve the integrity of the City's infrastructure within the Maintenance Area, the District must comply with such written request, but only after the parties hereto have met in good faith to discuss any reasonable potential alternatives and found none to be sufficient to alleviate the City's concerns. The District will ensure that any rain sensor on an irrigation clock is maintained in good working order at all times, and that the rate of irrigation water used complies with the City and South Florida Water Management District standard irrigation policies.

7. Indemnification. Subject to, and specifically restricted by, the limited waiver of sovereign immunity set forth in the applicable Florida Statutes, the District agrees that it shall release, indemnify, and hold the City, its representatives, employees and elected and appointed officials harmless from and against all claims, damages, loss and expenses of any sort, including reasonable attorney's fees and costs including appeals, arising out of or resulting from any tort, intentional action, negligent act or omission of the District, its representatives, employees, agents, contractors, subcontractors, or anyone for whose act or acts any of them may be responsible or liable, for acts or omissions occurring in the Maintenance Area and resulting from District's activities as authorized. Notwithstanding the foregoing, nothing herein shall act or be construed to indemnify the City to the extent of any tort, intentional action, negligent act or omission of the City, its representatives, employees, agents, contractors, subcontractors with respect to the operation of City ROWs or any of the City's activities within the City ROWs.

8. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically (i.e., by telecopier device) or within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City: City of Kissimmee, Florida
101 Church Street
Kissimmee, Florida 34741
Attention: City Engineer & City Attorney
Telephone: (407) 847-2821

District: Overoaks Community Development District
c/o Inframark, LLC
313 Campus Street
Celebration, Florida 34747
Attention: District Manager
Telephone: (407) 566-1935

With a copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel
Telephone: (407) 481-5872

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided.

9. Modification. This Interlocal Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the parties and recorded in the Official Records of Osceola County, Florida.

10. Successors and Assigns. The terms and conditions of this Interlocal Agreement shall constitute covenants running with the land, and all rights and privileges granted herein shall be appurtenant to the lands herein described and, except as hereinafter set forth, shall run with said lands forever and be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors and assigns of the parties hereto and shall continue in perpetuity, unless otherwise modified in writing by the parties hereto.

11. Entire Agreement. This Interlocal Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior understandings or agreements between the parties.

12. Attorneys' Fees. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties of the Interlocal Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Interlocal Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

13. Relationship Between the Parties. The parties acknowledge and agree that the relationship created hereby is solely as a result of and arising from the relationship of District and City as the entities responsible for the operation and maintenance of adjacent properties, respectively. It is not intended hereby, and nothing contained herein shall be construed, to establish any other relationship between the parties. Specifically, nothing contained in this Interlocal Agreement, nor the relationship between the parties which may arise as a result of the provisions

of this Interlocal Agreement, are intended to, or shall be construed as, creating a partnership, joint venture, or other such relationship as between the parties.

14. Section Headings. The section headings as used herein are for convenience of reference only and shall not be deemed to vary the content of this Interlocal Agreement or the covenants, agreements, representations and warranties herein set forth, or limit the provisions or scope of any section herein.

15. Severability. This Interlocal Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Interlocal Agreement or the application thereof to any person, entity or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Interlocal Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

16. Recording of Agreement. The District shall be responsible for recording this Interlocal Agreement (including all costs associated therewith) within the Official Records of Osceola County, Florida and shall send a copy of said recorded Interlocal Agreement to the City within thirty (30) days of the Effective Date of this Interlocal Agreement.

17. Counterpart Execution. This Interlocal Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

18. Governing Law. This Interlocal Agreement shall be governed by and construed under the laws of the State of Florida.

19. Compliance with Laws. The parties to this Interlocal Agreement agree to comply with all applicable federal, state and local laws, ordinances, rules and regulations.

20. Legal Counsel. The District and City acknowledge that they have had ample opportunity to seek and consult with independent legal counsel prior to executing this Interlocal Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right.

21. Negotiation. The parties to this Interlocal Agreement acknowledge that all terms of this Agreement were negotiated at arm's length and that this Agreement, and all documents executed in connection herewith, were prepared and executed without undue influence by any party or on any party. Further, this Interlocal Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions or provisions of this Interlocal Agreement in favor of or against any person or party who drafted this Interlocal Agreement.

22. Sovereign Immunity. Nothing in this Interlocal Agreement shall be deemed a waiver of sovereign immunity or limit of liability of the District or the City, including their respective supervisors, commissioners, officers, agents or employees, beyond any statutory limited waiver of

immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

23. Termination of Agreement. The City and the District both retain the right to terminate this Interlocal Agreement upon thirty (30) days' notice by notifying the other party in writing of such termination at the address listed in Section 10 of this Interlocal Agreement. The City shall maintain the Maintenance Area in accordance with Section 2 hereof, after a termination of this Interlocal Agreement.

24. Effective Date. The effective date of this Interlocal Agreement (the "Effective Date") is the date on which the last party executes this Interlocal Agreement and delivers a fully executed counterpart hereof to the other party.

[Signature pages to follow]

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT
FOR RIGHT-OF-WAY MAINTENANCE**

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be made and executed as of the day and date first above written.

“CITY”

CITY OF KISSIMEE, FLORIDA,
a municipal corporation organized
and existing under the laws of
the State of Florida

ATTEST:

By: _____
Name: _____
Title: City Clerk

By: _____
Mayor
Date: _____

Approved as to form and legality for the use and
reliance of the City of Kissimmee, Florida only

_____, 2022

By: _____
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization, this ____ day _____, 2022 by _____, as
_____ who is ☐ personally known to me or who has ☐ produced
_____ as identification.

[SEAL]

Printed Name: _____
Notary Public, State of Florida
My Commission Expires: _____
My Commission No.: _____

**SIGNATURE PAGE FOR INTERLOCAL AGREEMENT
FOR RIGHT-OF-WAY MAINTENANCE**

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be made and executed as of the day and date first above written.

"DISTRICT"

**OVEROAKS COMMUNITY
DEVELOPMENT DISTRICT,**
a Florida community development district

ATTEST:

By:

Print:

Angel Montagna
Secretary/Asst. Secretary

By:

Print:

Penny Dickerson
Chairman/Vice Chairman, Board of
Supervisors

Date:

5/10/22

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 10 day May, 2022, by Penny Dickerson as Chairman of the Board of Supervisors of the Overoaks Community Development District, a Florida community development district who is ☒ personally known to me or who has ☐ produced _____ as identification

[SEAL]



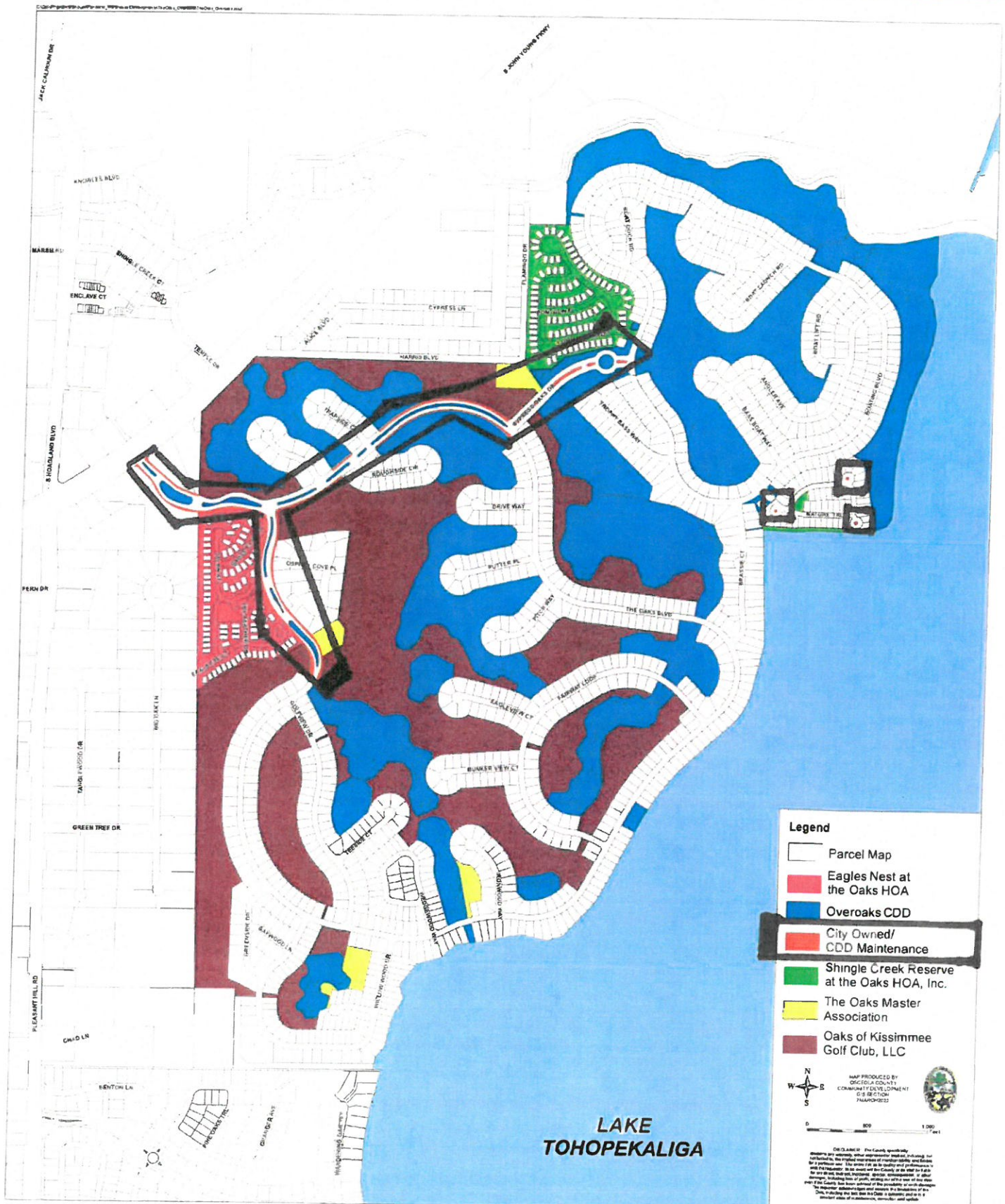
Printed Name: Angel Montagna
Notary Public, State of Florida
My Commission Expires: 6-16-24
My Commission No.: HH011166

EXHIBIT “A”

**MAP ILLUSTRATING THE “CITY ROWS” AND
MEDIANS CONSTITUTING “MAINTENANCE AREA”**

EXHIBIT "A"

Overoaks CDD



ITEM 7.E

Disposal of City Assets

Request

Approval to dispose of the asset items detailed in the attached report.

Explanation

The Charter states that the City Manager “shall not dispose of property belonging to the City, except on authority of the City Commission.” Therefore, staff is requesting approval to dispose of the items included on the attached list.

The items included on the attached list are slated to be auctioned or junked and have not previously been approved for disposition by the City Commission. These items will be placed up for auction via George Gideon Auctioneers, Inc. live auction or George Gideon Auctioneers, Inc. online auction. All items from the City's Information Technology Department will go to auction via A-1 Assets.

Recommendation

Staff recommends Commission approval to remove these items from the City's equipment inventory listing and to send those items to the auction for disposition.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Finance

Presenter:

Attachment(s):

1. May 2023 Asset Disposal

City of Kissimmee
Surplus Property Auction List
May-23 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PD467	2008 FORD CROWN VIC PD467		2FAHP71V78X151132	20680
POLICE	MISC ITEMS FROM PD467			N/A
PD511	2011 FORD CROWN VIC PD511		2FABP7BV1AX123286	20742
PD717	2020 DODGE CHARGER PD717		2C3CDXBG9LH186355	26019
CITY MANAGER	IBM ELECTRIC TYPEWRITER		4592304	13017
IT	RAPID ID FINGERPRINT SCANNER		BC2U63129	23994

City of Kissimmee
Surplus Property Auction List
May-23 A-1 ASSETS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
INFO TECH	DELL DESKTOP	Optiplex 3050	6HTNMN2	24473
INFO TECH	DELL DESKTOP	Optiplex 3050	bbw7mn2	24685
INFO TECH	DELL DESKTOP	Optiplex 3050	3W9S8N2	24613
INFO TECH	DELL DESKTOP	Optiplex 3050	3W9V8N2	24612
INFO TECH	DELL DESKTOP	Optiplex 3050	3W9W8N2	24611
INFO TECH	DELL DESKTOP	Optiplex 3050	3W9Y8N2	24614
INFO TECH	DELL DESKTOP	Optiplex 3050	3W9X8N2	24615
INFO TECH	DELL DESKTOP	Optiplex 3050	6GB49N2	24618
INFO TECH	DELL DESKTOP	Optiplex 3050	3W9T8N2	24616
INFO TECH	DELL DESKTOP	Optiplex 7040	61FFCH2	24062
INFO TECH	DELL DESKTOP	Optiplex 7040	61FZBH2	24061
INFO TECH	DELL DESKTOP	Optiplex 7040	3X87HH2	24219
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	4B5MQP2	24702
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	198QMN2	24714
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	197RMN2	24716
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	197SMN2	24718
INFO TECH	DELL DESKTOP	Optiplex 3040	FMT5LH2	24371
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	4B3NQP2	24701
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	198RMN2	24717
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	198SMN2	24719
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	197TMN2	24713
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	198TMN2	24715
INFO TECH	DELL DESKTOP	Optiplex 9020	3DQRP52	23614
INFO TECH	HP DESKTOP	Z240	2UA7071FY0	24067
INFO TECH	HP DESKTOP	Z240	2UA7071FXY	24066
INFO TECH	DELL DESKTOP	Optiplex 9020	bltrvr1	22178
INFO TECH	HP DESKTOP	Z240	2ua81415w8	24883
INFO TECH	HP DESKTOP	Z240	2UA81324M6	24877
INFO TECH	DELL DESKTOP	Optiplex 3030 AIO	D26WCH2	24048
INFO TECH	DELL DESKTOP	Optiplex 3030 AIO	8NZ2CH2	24050
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	4B43DP2	24707
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	4B4NQP2	24710
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	4B4PQP2	24706
INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	4B44DP2	24705

INFO TECH	DELL DESKTOP	Optiplex 3050 AIO	4B55DP2	24711
INFO TECH	DELL DESKTOP	Optiplex 3030 AIO	9PS9X52	23615
INFO TECH	DELL LAPTOP	Latitude E5550	g1s7v32	23475
INFO TECH	MICROSOFT LAPTOP	1796	0044443682553	24906
INFO TECH	MICROSOFT LAPTOP	1807	034329781953	25360
INFO TECH	DELL LAPTOP	Inspiron 5150	8WPDT31	18366
INFO TECH	DELL LAPTOP	Latitude Rugged 5414	15MQSG2	24458
INFO TECH	DELL LAPTOP	Latitude Rugged 5414	9GWRG92	24075
INFO TECH	DELL LAPTOP	Latitude Rugged 5414	5GWRG92	24073
INFO TECH	DELL LAPTOP	Latitude Rugged 5414	B8NRG92	24059
INFO TECH	DELL LAPTOP	Latitude Rugged 5414	68NRG92	24057
INFO TECH	DELL LAPTOP	Latitude Rugged 5414	88NRG92	24058
INFO TECH	HP LAPTOP	Zbook 15u G3	5CG814008G	24720
INFO TECH	DELL LAPTOP	Latitude E5550	h1fz662	23631
INFO TECH	HP LAPTOP	ProBook 450G4	5CD712CZBR	24262
INFO TECH	DELL LAPTOP	Latitude E6430	0xpcg3	22660
INFO TECH	DELL LAPTOP	Latitude Rugged 5414	7twng92	24241
INFO TECH	DELL LAPTOP	Latitude Rugged 5414	8twng92	24242
INFO TECH	DELL LAPTOP	Latitude Rugged 5414	gtwng92	24243
INFO TECH	DELL LAPTOP	Latitude 5480	DBSK4M2	24463
INFO TECH	DELL LAPTOP	Latitude E5530	2mn59w1	22520
INFO TECH	DELL LAPTOP	Latitude E6430	58JQZW1	22606
INFO TECH	GETAC LAPTOP	B300	RJA05B0704	25325
INFO TECH	ZEBRA PRINTER (3)	520		N/A
INFO TECH	BROTHER PRINTER	HL-L3210CW	U65174A9N242405	N/A
INFO TECH	LEXMARK PRINTER	MS312DN	35S3592R05L1503130380	TC-0106
INFO TECH	HP PRINTER	Color LaserJet Pro MFP M479FDN	CNCRND1GK6	N/A
INFO TECH	BROTHER PRINTER	HL-3140CW	U63476G7J281682	N/A
INFO TECH	TRIPP-LITE		sm6284	N/A
INFO TECH	TRIPP-LITE		9850qy0sm680300018	N/A
INFO TECH	APC	Backup-UPS Pro 1500	3B1206X33898	N/A
INFO TECH	TRIPP-LITE	Smart 1000RM2U	2244cy0sm826700034	N/A
INFO TECH	Cisco	1800 Series	449174	19219
INFO TECH	Cisco	Catalyst 2950 Series	442103	18346
INFO TECH	Cisco	2800 Series	451479	N/A
INFO TECH	Apple	Secound Gen iPad PRO 12 Inch	DLXVW1LXHP34	24679
INFO TECH	Apple	Fifth Gen iPad	GCJV6DL7HLF9	TC-0181
INFO TECH	Apple	iPad PRO 10.5	DMPWL6LCJ2D1	tc-0209
INFO TECH	Apple	Secound Gen iPad PRO 11	F6QGL00RPPV16	26807
INFO TECH	Apple	iPad 11 INCH	GG7G5GXMQ16M	tc-0356

INFO TECH	Apple	DESTROYED	V50330YCETU	21205
INFO TECH	Apple	iPad Air	DMPLTX5PF4YD	TC-0052
INFO TECH	Apple	Secound Gen iPad PRO 12 Inch	DLXVR4NUHP34	24665
INFO TECH	Apple	MC773LL/A	DLXFWEUSDFJ1	21835
INFO TECH	Apple	DESTROYED	GB035FBHETU	20972
INFO TECH	3M	BC2U	bc2U63129	
INFO TECH	Apple	Secound Gen iPad PRO 12 Inch	DLXXJ3TVHP34	24934
INFO TECH	Apple	Secound Gen iPad PRO 12 Inch	DLXVR3LFHP34	24683
INFO TECH	Apple	Secound Gen iPad PRO 12 Inch	DLXVW\$AKHP34	24677
INFO TECH	Bosch	LTC1461/20		N/A
INFO TECH	Cisco (6)	CIVS-IPC-8630		N/A
INFO TECH	Cisco (2)	CIVIS-IPC-3620		N/A
INFO TECH	Cisco (3)	CIVIS-IPC-8620		N/A
INFO TECH	Axis (3)	Q3515-LVE 22MM		N/A
INFO TECH	Apple	Iphone X	G0NZ20QEKPFP	N/A
INFO TECH	Apple	Iphone X	G0NZKWMKKPFP	N/A
INFO TECH	Dell (6)	Docks		N/A
INFO TECH	Apple	iPhone 11	DX3GD3VT0DXT	N/A
INFO TECH	MONITORS (26)			N/A
INFO TECH	GETAC CAR DOCKS (2)			N/A
INFO TECH	Cisco (3)	7965 IP Phones		N/A

City of Kissimmee
Surplus Property Auction List
May-23 JUNKED

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
CITY MANAGER	NIKON D-610 CAMERA		3033316	N/A
CITY MANAGER	NIKON D-610 CAMERA LENS		56066386	N/A
CITY MANAGER	SONY CYBER SHOT		DSC-F-717	N/A
CITY MANAGER	NIKON D40 CAMERA		6007075	N/A
CITY MANAGER	NIKON D40 CAMERA LENS		6227075	N/A
CITY MANAGER	NIKON D40 CAMERA LENS		2439849	N/A
CITY MANAGER	SONY HVL-F32X		2724262154	N/A
CITY MANAGER	SONY STAMINA MAUAL FOCUS ZOOM RING		1343987	N/A
CITY MANAGER	VIDEO BAG NIKON D40			N/A
CITY MANAGER	MISC BAG OF COMPUTER CABLES AND CAMERA CABLES			N/A
CITY MANAGER	OLD SWITCHBORD PHONE			N/A

ITEM 7.F

First Right of Refusal to Lease Property at the Kissimmee Gateway Airport for Land Development, LLC at Patrick Street

Request

Request Commission approval of a First Right of Refusal to Lease Airport Property with Land Development, LLC.

Explanation

The City has established City Policy 1501, "First Right of Refusal to Lease Property at the Kissimmee Airport." The policy allows an airport business seeking to develop a business location to lease property for up to two (2) years to allow for facility design and permitting for construction. This agreement may be converted to a ground lease at any time during the two-year period. The fee for the First Right of Refusal (FRR) shall be \$2,500.00 per acre per year.

Land Development, LLC, has requested a FRR for seven (7) acres to redevelop the former Kissimmee Jet Center property located near Patrick Street. The proposed intent is to construct a minimum of three (3) 15,000 S.F. aircraft hangars, office spaces, associated utilities and automobile parking. The FRR allows for an additional 18,000 S.F. aircraft hangar to be constructed within this space. The hangars will support maintenance and operations for aviation businesses.

Recommendation

Staff recommends the Commission approve the First Right of Refusal to Lease Airport Property with Land Development, LLC, at Patrick Street.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) - First Right of Refusal LD Patrick Street 2023

**FIRST RIGHT OF REFUSAL AGREEMENT TO
LEASE PROPERTY
PATRICK STREET BUSINESS AIRPARK**

THIS AGREEMENT made and entered into this _____ day of May, 2023 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and LAND DEVELOPMENT, LLC, hereinafter referred to as "COMPANY," a Limited Liability Corporation organized and existing under the laws of the State of Massachusetts.

WITNESSETH:

WHEREAS, Company has requested a Right of First Refusal to lease property located at Kissimmee Gateway Airport, such real property shall hereinafter be referred to as the "Option Parcels" and is more particularly described in Exhibit "A"; and

WHEREAS, pursuant to City Policy 1501, Company has submitted an application with a preliminary conceptual site plan which the City has reviewed and determined that it is a satisfactory application; and

WHEREAS, The Parties agree to enter into this First Right of Refusal Agreement to provide the Owner an opportunity to conduct thorough due diligence to determine the desirability of Leasing the Option Parcels; and

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

1. **Recitals Incorporated.** The forgoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full.
2. **Term.** This Agreement shall commence on the above stated effective date and shall continue for a period of Twenty-Four months, or until such time as the Company and City enter into a Lease Agreement.
3. **Right of First Refusal to Lease Option Parcels.** Company agrees to pay a fee of \$2,500 per acre, per year for the Right of First Refusal to Lease the Option Parcels. A description of the Option Parcel, which consists of approximately seven (7) acres of real property is more particularly described in "Exhibit A" attached, and hereby incorporated by this reference.

The total Right of First Refusal Fee for the Option Parcel is \$17,500 per year or \$1458.34 per month. Such fee shall be invoiced to Company and promptly paid by the first of the month, commencing the month after execution of this Agreement for a period of Twenty-Four (24) months. If the Company exercises its right prior Twenty-Four (24) months and a Lease is executed, the fee will no longer be collected.

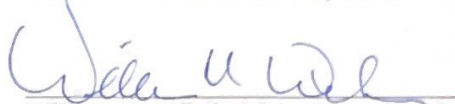
4. **Company's Obligations Precedent to Lease Agreement.** As a condition of Leasing the Option Parcel from City, Company specifically agrees to design and prepare to construct the following:
 - a. A minimum of three (3) 12,000 S.F. aircraft storage hangars, office spaces, associated utilities and automobile parking upon the Option Parcels within twenty-four (24) months of the execution date of this Agreement. This design will include the sitework for three (3) 12,000 S.F. hangars and sitework for an additional one (1) 18,000 S.F. aircraft storage hangar, office spaces, utilities, and automobile parking.
 - b. An additional 18,000 S.F. hangar within sixty (60) months of the execution date of this Agreement.
 - c. Lessee shall ensure that the design standards, layout, materials and construction of these hangars shall meet all City standards and will be subject to final inspection by the City and all other applicable governmental agencies having approval jurisdiction.
5. **Commencement of Lease Payments.** The new lease payment shall commence upon the occurrence of any one of the following events:
 - a. Company exercising their option to Lease and executing a Lease Agreement with the City.
 - b. Issuance of a Certificate of Occupancy for improvements.
 - c. On the passing of the calendar date which is twenty-four (24) months after the execution date of this Agreement.
6. **Lease Agreement Terms.** The Lease Agreement entered by the Parties shall be based upon the City's current ground lease rates and the following terms.
 - a. Kissimmee Gateway Airport Ground Lease Rate:
Aeronautical Land: \$0.30 per square foot annually (1 acre = \$13,068.00 per year)
Aircraft Parking Apron: \$0.35 per square foot annually. The \$0.05 will be placed in a maintenance fund to be contributed to the rehabilitation or replacement of the

aircraft parking apron once the pavement deteriorates below a 50 PCI rating.

- b. The lease payment shall be calculated on a square footage basis, as determined by an "AS-BUILT" survey to be provided by Lessee within ten (10) days of receipt of Certificate of Occupancy for the buildings. Lessor will calculate the monthly rental payment based on the square footage of the Lease Premises. Lessor will notify Lessee in writing of the new monthly rental payment.
- c. Company will pay all additional assessments and all applicable fees. Company agrees that the current rate of sales tax is seven percent (7%). The new payment for Lease Premises and corresponding taxes, assessments, and fees shall be paid in advance and in equal monthly installments. Such payments, taxes, assessments, and fees are due on the first (1st) day of each month and shall be deemed delinquent if not paid in full by the fifteenth (15th) day of every month and shall subject Company to the following penalty each month: 5% of the total amount due after the fifteenth (15th) day of the month.
- d. The lease term is expected to be thirty (30) years, with the option to renew for two (2) separate additional ten (10) year periods.

SIGNATURE PAGE TO FOLLOW

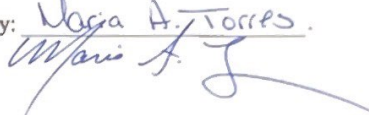
LAND DEVELOPMENT, LLC


William M. Whelan, Manager

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 24th day of April, 2023, by means of ☒ physical presence or ☐ online notarization, by William M. Whelan as Manager of Land Development LLC, a Massachusetts corporation, who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Seal:

Notary: Maria A. Torres




Maria A. Torres
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG978085
Expires 7/5/2024

CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Attest:

City Clerk

Approved as to form & legality.

City Attorney

ITEM 7.G

First Right of Refusal to Lease Property at the Kissimmee Gateway Airport for T28, LLC at Aviation Way

Request

Request Commission approval of a First Right of Refusal to Lease Airport Property with T28, LLC.

Explanation

The City has established City Policy 1501, "First Right of Refusal to Lease Property at the Kissimmee Airport." The policy allows an airport business wishing to develop a site for business purposes to lease property for up to two (2) years to allow time for facility design and permitting for construction. This agreement may be converted to a ground lease at any time during the two-year period. The fee for the First Right of Refusal (FRR) shall be \$2,500.00 per acre per year.

T28, LLC, has requested a FRR for three (3) acres in the Airport Business Park located near Aviation Way. The proposed intent is to construct a 12,000 square foot aircraft hangar, office spaces, associated utilities and automobile parking. The FRR allows for an additional 10,000 square foot aircraft hangar to be constructed within this space. The hangars will support maintenance and operations for an aviation charter business.

Recommendation

Staff recommends the Commission approve the First Right of Refusal to Lease Airport Property with T28, LLC, at Aviation Way.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Airport

Presenter:

Attachment(s):

1. (S) - First Right of Refusal T28 Aviation Way 2023

**FIRST RIGHT OF REFUSAL AGREEMENT TO
LEASE PROPERTY
AVIATION WAY BUSINESS AIRPARK**

THIS AGREEMENT made and entered into this _____ day of May, 2023 by and between the CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and T28, LLC, hereinafter referred to as "COMPANY," a Limited Liability Corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, Company has requested a Right of First Refusal to lease property located at Kissimmee Gateway Airport, such real property shall hereinafter be referred to as the "Option Parcels" and is more particularly described in Exhibit "A"; and

WHEREAS, pursuant to City Policy 1501, Company has submitted an application with a preliminary conceptual site plan which the City has reviewed and determined that it is a satisfactory application; and

WHEREAS, The Parties agree to enter into this First Right of Refusal Agreement to provide the Owner an opportunity to conduct thorough due diligence to determine the desirability of Leasing the Option Parcels; and

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

1. **Recitals Incorporated.** The forgoing recitals are incorporated in and made a part of this Amendment to the same extent as if herein set forth in full.
2. **Term.** This Agreement shall commence on the above stated effective date and shall continue for a period of Twenty-Four months, or until such time as the Company and City enter into a Lease Agreement.
3. **Right of First Refusal to Lease Option Parcels.** Company agrees to pay a fee of \$2,500 per acre, per year for the Right of First Refusal to Lease the Option Parcels. A description of the Option Parcel, which consists of approximately three (3) acres of real property is more particularly described in "Exhibit A" attached, and hereby incorporated by this reference. The total Right of First Refusal Fee for the Option Parcel is \$7,500 per year or \$625 per

month. Such fee shall be invoiced to Company and promptly paid by the first of the month, commencing the month after execution of this Agreement for a period of Twenty-Four (24) months. If the Company exercises its right prior to Twenty-Four (24) months and a Lease is executed, the fee will no longer be collected.

4. **Company's Obligations Precedent to Lease Agreement.** As a condition of Leasing the Option Parcel from City, Company specifically agrees to design and prepare to construct the following:

- a. A minimum of one (1) 12,000 S.F. aircraft storage hangar, office spaces, associated utilities and automobile parking upon the Option Parcels within twenty-four (24) months of the execution date of this Agreement. This design will include the sitework for one (1) 12,000 S.F. hangar and sitework for an additional one (1) 10,000 S.F. aircraft storage hangar, office spaces, utilities, and automobile parking.
- b. An additional 10,000 S.F. hangar within sixty (60) months of the execution date of this Agreement.
- c. Lessee shall ensure that the design standards, layout, materials and construction of these hangars shall meet all City standards and will be subject to final inspection by the City and all other applicable governmental agencies having approval jurisdiction.

5. **Commencement of Lease Payments.** The new lease payment shall commence upon the occurrence of any one of the following events:

- a. Company exercising their option to Lease and executing a Lease Agreement with the City.
- b. Issuance of a Certificate of Occupancy for improvements.
- c. On the passing of the calendar date which is twenty-four (24) months after the execution date of this Agreement.

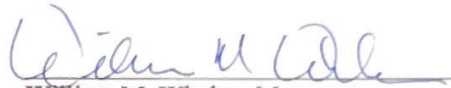
6. **Lease Agreement Terms.** The Lease Agreement entered by the Parties shall be based upon the City's current ground lease rates and the following terms.

- a. Kissimmee Gateway Airport Ground Lease Rate:
Aeronautical Land: \$0.30 per square foot annually (1 acre = \$13,068.00 per year)
Aircraft Parking Apron: \$0.35 per square foot annually. The \$0.05 will be placed in a maintenance fund to be contributed to the rehabilitation or replacement of the aircraft parking apron once the pavement deteriorates below a 50 PCI rating.

- b. The lease payment shall be calculated on a square footage basis, as determined by an "AS-BUILT" survey to be provided by Lessee within ten (10) days of receipt of Certificate of Occupancy for the buildings. Lessor will calculate the monthly rental payment based on the square footage of the Lease Premises. Lessor will notify Lessee in writing of the new monthly rental payment.
- c. Company will pay all additional assessments and all applicable fees. Company agrees that the current rate of sales tax is seven percent (7%). The new payment for Lease Premises and corresponding taxes, assessments, and fees shall be paid in advance and in equal monthly installments. Such payments, taxes, assessments, and fees are due on the first (1st) day of each month and shall be deemed delinquent if not paid in full by the fifteenth (15th) day of every month and shall subject Company to the following penalty each month: 5% of the total amount due after the fifteenth (15th) day of the month.
- d. The lease term is expected to be thirty (30) years, with the option to renew for two (2) separate additional ten (10) year periods.

SIGNATURE PAGE TO FOLLOW

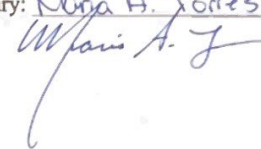
T28, LLC


William M. Whelan, Manager

STATE OF Florida)
COUNTY OF Seminole)

The foregoing instrument was acknowledged before me this 24th day of April, 2023, by means of ☒ physical presence or ☐ online notarization, by William M. Whelan as Manager of T28, LLC, a Florida corporation, who is personally known to me or has produced identification, and acknowledged before me that they executed the forgoing instrument as such officer in the name and on behalf of the corporation.

Notary Seal:

Notary: Maria A. Torres




Maria A. Torres
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG978085
Expires 7/5/2024

CITY OF KISSIMMEE

Olga Gonzalez, Mayor-Commissioner

Attest:

City Clerk

Approved as to form & legality.

City Attorney

ITEM 7.H

Budget transfer for the Building Division to cover credit card processing cost for FY2023

Request

The City Commission authorize a budget transfer from the Building Fund Reserves to the Other Contract Service line item to pay for credit card processing fees.

Explanation

Over the past several years, there has been a shift from customers writing checks for permits to the utilization of credit cards, almost exclusively. Because of this shift, credit card processing fees have averaged \$32,000 a month for Fiscal Year 2023. Starting May 1, 2023, the City will be switching to the Tyler Cashiering software module, which will reduce the fees and add e-check services for a small fee.

The plan is to amend the fee ordinance to incorporate these fees into the cost of the permit. However, this takes an ordinance amendment and will take approximately 90 days to complete. There are already fees from October 2022 forward that need to be paid.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10140100-509276		Decrease		\$250,000
10140103-503434		Increase		\$250,000

Financial Summary:

The transfer will cover past costs and future costs. Any funds left over after the fees have been paid will be transferred back to the Building Fund Reserve.

Recommendation

The City Commission authorize a budget transfer from the Building Fund Reserves to the Other Contract Service line item to pay for credit card processing fees.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

City of Kissimmee

None

ITEM 8.A**Social Services Funding Awardee Update - Help Now of Osceola, Inc.****Request**

Help Now will provide an update to the Commission on the impact of City of Kissimmee funding on their services and ongoing agency needs.

Explanation

Help Now of Osceola, Inc. is a non-profit agency that provides a temporary safe shelter for survivors of domestic abuse who are in danger and experience fear of abuse through the operation of an emergency safe shelter, an outreach advocacy center and a 24-hour crisis line that allows victims and survivors access to services for safety and support. The City Commission awarded \$37,796.81 for FY2022-23 in funding to provide domestic violence shelter and services and advocacy assistance to victims of domestic violence and their children.

Tammy Douglas, CEO, will make a presentation to the Commission and will be available to answer questions.

Recommendation

No recommendation. For informational purposes.

REQUESTED CITY COMMISSION ACTION:

No Action

Department: City Manager

Presenter:

Attachment(s):

None

ITEM 8.B

KUA Board of Directors Appointment

Request

Consideration of Appointment to KUA Board of Directors due to an unforeseen vacancy.

Explanation

The City was notified of Director Raymond Sanchez's resignation on April 3, creating a vacancy. Director Ethel Urbina is willing and able to fill the remainder of former Director Sanchez's term, which runs from May 3, 2023 through September 30, 2025. Due to KUA's Resolution 01-01, Rule of Thirteen Years for Board Nominees, Director Urbina is eligible to complete this partial term. Furthermore, if the City Commission appoints Ethel Urbina to serve this partial term, her current term would then be vacant and need to be filled for the remainder of her term, which ends September 30, 2023. The City would then have 30 days from May 2 to fill that term, which would be June 1, 2023.

Recommendation

The Board is asking that the City Commission consider Ethel Urbina to fill this vacancy. The KUA Charter provides for the Kissimmee City Commission to fill any unforeseen vacancy on KUA Board within 30 days of the vacancy.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Letter to COK - BoD Interim EU 20230406 (003)



Brian Horton
President & General Manager

1701 W. CARROLL STREET
KISSIMMEE, FLORIDA 34742-3219
407/933-7777 – FAX 407/933-2655

April 6, 2023

Mike Steigerwald
City Manager
City of Kissimmee
101 Church Street
Kissimmee, FL 34741

Dear Mike,

At the April 5 meeting of the KUA Board of Directors, the Board voted to recommend that Ethel Urbina fill the unforeseen vacancy that was created by Director Raymond Sanchez's resignation on April 3.

Director Ethel Urbina expressed she would be willing and able to fill the remainder of former Director Sanchez' term, which runs from May 3, 2023 through September 30, 2025. Director Urbina is eligible to complete this partial term under KUA's Resolution 01-01, Rule of Thirteen Years for Board Nominees, as her total successive service would be well within the 13 year limit. The Board is asking that the city commission consider Ethel Urbina to fill this vacancy.

The KUA Charter provides for the Kissimmee City Commission to fill an unforeseen vacancy on the KUA Board within thirty (30) days of the vacancy. I, therefore, ask that you put this on the agenda for the May 2 city commission meeting for their consideration.

Furthermore, if the city commission appoints Ethel Urbina to serve this partial term, her current term would then be vacant and need to be filled for the remainder of her term, which ends September 30, 2023. The City would then have thirty (30) days from May 2 to fill that term, which would be June 1, 2023.

KUA staff will continue with its board recruitment process that is currently taking place. The candidates that are interviewed will be asked to fill the partial term and their own full five-year term, which would be effective October 1, 2023. KUA will forward the names of the top three candidates on May 3 and ask to place this on the agenda for the May 16 city commission meeting for their consideration in order to meet the thirty (30) day deadline.

Thank you for your time, attention and assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian Horton", is written over a horizontal line.

Brian Horton

cc: KUA Board of Directors

ITEM 8.C

Advisory Board Vacancy - Planning Advisory Board

Request

The Commission is requested to make an appointment to fill the vacancy on the Planning Advisory Board

Explanation

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 Commissioner 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 #3 - Alvarez <i>Two applications on file.</i>	2/21/2023 3/21/2023 4/18/2023 5/16/2023	Planning Advisory Board	05/31/2023 (requesting filling of partial term, plus new three (3) year term, ending 05/31/2026	Member must be a City resident.

Recommendation

Staff recommends the Commission make appointments to fill the vacancy on the Planning Advisory Board.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Manuel Gomez - PAB Application
2. Alexander Alemi - PAB Application

City of Kissimmee Advisory Board Member Application

Name *

Manuel

First

Gomez

Last

PAB Applicant - City Resident

Address *

2513 Tohope Blvd

Street Address

Kissimmee

City

Florida

State/Region/Province

34741

Postal / Zip Code

United States

Country

Phone *

718-790-1725

Email *

manuelmannygomezjr@gmail.com

Name of Employer *

State Attorney's Office

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I live in the City of Kissimmee
- ☐ No, I do not live in the City of Kissimmee

Do you own/operate a business in the City of Kissimmee? *

- ☐ Yes, I own/operate a business in the City of Kissimmee
- ☒ No, I do not own/operate a business in the City of Kissimmee

City of Kissimmee Advisory Board Member Application

Please select all advisory boards you wish to serve on: *

- ☐ Board of Adjustment
- ☐ Citizens' Police Review Advisory Board
- ☐ Historic Preservation Advisory Board
- ☐ Kissimmee Charter Academy Board
- ☒ Parks & Recreation Advisory Board
- ☐ Pension Board - Fire
- ☐ Pension Board - General Employee
- ☐ Pension Board - Police
- ☐ Planning Advisory Board

Also wants to be
considered for PAB

Please select your highest level of education you have obtained. *

Bachelor's degree

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

Do you have any special skills or certifications?

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Please attach your resume or proof of qualification and/or licenses.

 mannygomezresume2023_2_.docx

Certification & Requirements Acknowledgement

By filing this application with the City of Kissimmee and placing my signature below,
I do hereby acknowledge the following:

City of Kissimmee Advisory Board Member Application

1. This Application, when completed and filed with the Office of the City Clerk, is a PUBLIC RECORD under Chapter 119, Florida Statutes, and is open to public inspection.
2. I am responsible for keeping the information on this form current and that any changes or updates will be provided to the Office of the City Clerk.
3. I consent to filing the Statement of Financial Interests (Form 1) for the Board of Adjustment, any Pension Board, and the Planning Advisory Board upon the appointment to such board. <http://www.ethics.state.fl.us>
4. If appointed to a board/committee, I acknowledge that it is my obligation and duty to comply with Florida Sunshine Law and the Code of Ethics for Public Officials. More information about compliance can be found in the [online Guide to Sunshine Amendment and Code of Ethics](#).
5. I understand the responsibilities associated with being a board/committee member, and will have adequate time to serve on this board/committee.

Signature

By typing your name below you attest that the information provided on this form is true and correct, and consent is hereby given to the City Commission or its designated representative to verify and and/or all information provided.

Manuel Gomez

2513 Tohope Blvd, Kissimmee, FL 34741 
(718) 790-1725 
manuelmannygomezjr@gmail.com 
ww.linkedin.com/in/mannygomezjr 

Manuel “Manny” Gomez

Dynamic professional with 8 years of paralegal experience in civil, immigration & criminal law. Proven leadership in various community organizations. Fluent in Spanish.

EDUCATION

Bachelor of Arts in Political Science
Stony Brook University, Stony Brook NY – August 2018

Associates in Applied Science in Paralegal Studies
Suffolk County Community College, Selden, NY - June 2015

PROFESSIONAL EXPERIENCE

State Attorney’s Office, 9th Judicial Dist. of FL 2 Courthouse Sq., Kissimmee, FL 347431
Felony Paralegal, Intake Bureau - 10/18/2021 to Present

- Compiled & analyzed investigative reports, sworn statements, and evidence from law enforcement in felony cases to prosecute & assist in preparation for trial.
- Tasked law enforcement agencies for evidence needed to prosecute cases.
- Conducted legal research & analysis for attorneys on cases involving criminal law.
- Contacted victims in preparation for trial.

Emerald Isle Immigration Center (EIIC) 5926 Woodside Ave., Fl. 2, Woodside, NY 11377
Bilingual Immigration Paralegal 11/12/2018 to 07/31/2021

- Interviewed clients to determine eligibility for immigration benefits.
- Prepared & filed immigration forms for clients under attorney supervision.
- Conducted legal research & analysis on immigration law.
- Drafted memoranda, affidavits & other documents for attorneys.
- Participated in person & virtual CLE trainings regularly.
- Conducted in person and virtual community presentations on immigration topics.

Arnold A. Arpino & Associates, P.C. 155 Main Street, Smithtown, NY
Litigation Paralegal 10/22/2014 to 06/20/2017

- Maintained client files & deadlines.
- Drafted pleadings, memoranda, motions & other documents for attorneys.
- Conducted legal research & analysis for attorneys on cases involving civil litigation.
- Managed trial calendar, prepared witnesses, & set up for civil trials & arbitrations.

VOLUNTER EXPERIENCE

Board Member, Suffolk County Hispanic Advisory Board (SCHAB)
Volunteer Firefighter, Brookhaven Fire Department
Immigration Intern, Central American Refugee Center (CARECEN)
Volunteer Citizenship Paralegal, CUNY Citizen Now
Community Organizer, New York Civil Liberties Union (NYCLU)

City of Kissimmee Advisory Board Member Application

Name *

Alexander

First

Alemi

Last

Address *

424 Lakeshore Blvd

Street Address

Kissimmee

City

FL

State/Region/Province

34741

Postal / Zip Code

United States

Country

Phone *

6692103866

Email *

alexalemi@gmail.com

Name of Employer *

Alex Alemi

Are you a resident of the City of Kissimmee? *

- ☒ Yes, I live in the City of Kissimmee
- ☐ No, I do not live in the City of Kissimmee

Do you own/operate a business in the City of Kissimmee? *

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City of Kissimmee Advisory Board Member Application

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- ☐ Citizens' Police Review Advisory Board
- ☐ Historic Preservation Advisory Board
- ☒ Kissimmee Charter Academy Board
- ☒ Parks & Recreation Advisory Board
- ☐ Pension Board - Fire
- ☐ Pension Board - General Employee
- ☐ Pension Board - Police
- ☒ Planning Advisory Board

Please select your highest level of education you have obtained. *

Professional/graduate degree

Please list any community activities, including organizations for which you have volunteered or any boards you have served on.

I am new to the Kissimmee area and haven't volunteered in the city, but I was involved in various educational outreach programs as a graduate student.

Do you have any special skills or certifications?

I'm a research scientist in machine learning with a PhD in physics, so I value education and have experienced a good deal of it.
With regards to planning, I've been trying to learn more and have read several books about city planning and am currently undergoing an online course that will gain AICP credits.

Examples: Engineer, Contractor, Teacher, Historian, Tradesman, etc.

Please attach your resume or proof of qualification and/or licenses.

 AlexLicense.pdf

 alemi-resume.pdf

What do you consider to be the role of a school in your child's overall development? *

Schools have an obligation to raise an informed citizenry. The modern world is complex, and schools have an obligation to teach students the skills they need to navigate the modern world and be effective decision-makers. Education allows us to better ourselves, achieve our potential, and learn to respect our neighbors and other members of the community.

What do you consider to be the positive features a charter school has that other public schools do not? *

Charter schools operate with more autonomy than most, this affords a unique opportunity for charter schools to try out new techniques. They can more easily make changes to address issues they have locally. I believe in local decision-making, that the school itself is in the best position to make changes to improve the school. A local school has a better sense of its unique challenges and opportunities than a far-off state legislature does.

City of Kissimmee Advisory Board Member Application

What do you consider to be negative aspects a charter school has that other public schools do not?*

The same advantage that charter schools have of greater autonomy can also be their weakness. With less oversight, with poor leadership, a charter school has more opportunities to fail its students. I believe both some of the best and worst schools in the country are charter schools, and the difference lies in their leadership, which is part of why I think the charter school advisory board has such a crucial role to play.

Describe aspects of current public schools you would like changed? Please be specific and explain how they should be changed. *

Speaking generally, currently I believe public schools in the United States do a particularly poor job of teaching when it comes to STEM areas. As a scientist myself, I believe understanding science and mathematics is important for understanding the world around us, and in particular in a world in which more and more of our lives are dependent and reliant on technology, schools have a duty to give students a fundamental understanding of that technology in order to make best use of it. Technology should be a tool to improve our lives, but to make effective use of that tool we need to understand it.

Specifically in the math and sciences, I fear there is too much of a focus on rote learning of 'facts', rather than a focus on understanding. Even Harvard college graduates, when polled couldn't explain how the seasons worked or when handed a battery, small bulb, and a battery didn't know how to get the bulb to light up. This screams that there has been some kind of fundamental disconnect between the practice of teaching science and math and the goal of understanding. I saw it myself when I was a graduate student teaching undergraduates at Cornell University. For what was supposed to be some of the brightest students in the country, they seemed to lack even a basic understanding of physics.

How should this be addressed? That feels like a million-dollar question and one that I don't think has a simple enough answer that I could write it in this text box, but overall I think the direction to move things is toward a form of science and math instruction that focuses more on projects, peer instruction, concepts, experiments, etc. Science and math curricula should resemble a lot more the 'practice' of doing science and math than just memorizing some list of facts about those subjects. For a more detailed exposition, an essay I found pivotal in my own views and which is easily accessible online is "A Mathematician's Lament" by Paul Lockhart. For science, we are currently using the Building Foundations of Scientific Understanding curriculum, by Dr. Nebel, which I think does a fantastic job of focusing on understanding.

What is your philosophy regarding establishment of a standard of dress for students?*

I think there is definitely a place for it. I think that's a decision that should be up to each school and its community.

Please explain your philosophy regarding student discipline. *

It is important for schools to provide a safe and effective environment for learning. This does require maintaining a certain sense of order and discipline. I know that this is something I always struggle with as a parent, so it is hard for me to pretend as though I have the answers, especially for what teachers should do in their classroom, but here again, I think it is clear that discipline is required and its also clear that punishments could go too far. For instance, I don't think corporal punishments have a place in public schools.

Are you interested in your child attending the Kissimmee Charter School? If so, please explain why.*

Currently, we are homeschooling our 6 and 3-year old, in large part do to the frustrations my wife and I feel about the public school system. We are new to Kissimmee and excited to learn more about the school and whether it would be a good fit for our children.

Collection of Demographic Information

Florida Statute encourages the diversification of various advisory boards and committees pursuant to Florida Statute 760.80. This chapter also requires annual reporting of the demographics for some types of advisory boards.

City of Kissimmee Advisory Board Member Application

Are you a member of any of the following minority groups? *

- ☐ Hispanic
- ☒ White, non-hispanic
- ☐ Black or African American
- ☐ American Indian or Alaska Native, non-hispanic
- ☐ Asian
- ☐ Native Hawaiian or other Pacific Islander

What is your gender? *

- ☒ Man
- ☐ Woman

Are you physically disabled? *

- ☐ Yes, I am physically disabled
- ☒ No, I am not physically disabled

Certification & Requirements Acknowledgement

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Signature

By typing your name below you attest that the information provided on this form is true and correct, and consent is hereby given to the City Commission or its designated representative to verify and and/or all information provided.

City of Kissimmee Advisory Board Member Application

Alexander A Alemi

Alexander Alemi

EMAIL: alex.alemi@gmail.com

URL: alexalemi.com

SCHOLAR: [google scholar](#)

CV: [Curriculum Vitae](#)

WORK: [google ai](#)

GITHUB: [alexalemi](#)

BLOG: thephysicsvirtuosi.com (0.5M pageviews)

PHYSICS.SE: [alemi](#) (second most popular answer)

EDUCATION & EXPERIENCE

2018-present	SENIOR RESEARCH SCIENTIST at Google.
2016-2018	SOFTWARE ENGINEER and Machine Learning Researcher at Google.
2015-2016	POSTDOC at Disney Research, Boston.
2015	PHD in Theoretical Physics, Cornell University. Advisor: Jim Sethna
2015	RESEARCH INTERNSHIP for Google.
2014	CONSULTANT for Disney Research.
2014	INTERNSHIP at Disney Research, Boston. Advisor: Jonathan Yedidia
2012	MS in Physics, Cornell University.
2009	BS in Physics, California Institute of Technology, with honors.

EXPERTISE

Information Theory • Machine Learning • Neural Networks • Bayesian Statistics • Numerical Methods • Python • Condensed Matter Physics

PROGRAMMING

Daily:	Python • JAX • (Numpy/Scipy/Matplotlib)
Proficient:	$\LaTeX$ • Mathematica • Nim • Julia • Rust • Go • Javascript • Lua • HTML • CSS • C • SQL • Linux • Git • Vim • TensorFlow

RESEARCH

Current:	Information Theory and Deep Learning: Attempting to understand and improve deep networks by understanding the intersection of information theory and deep learning.
Past:	Graph Embeddings • Variational Autoencoders • Variational Information Bottleneck • Image Classification • Classification of the arXiv • Zombie Modelling • Structure of Neural Networks • Smooth Robot Trajectory Optimization • OpenKIM.org Developer • Nonlinear Elasticity of Graphene • Stock Market Structure • Defect Modelling in Atomic Sheets • Elastic Model of Skin Cancer • Nanoelectromechanical Oscillators • Near-field Heat Transfer • Venus' Missing Moon
Ask Me About:	Advent of Code • Sounds of Coins • Effectiveness of Speeding • Twitter Compression

Last updated: April 20, 2023 • Typeset in $\LaTeX$
resume.alexalemi.com

ITEM 8.D

Annual Advisory Board vacancies with terms ending May 31, 2023

Request

The Commission is requested to make appointments to appoint/reappointment members to boards with terms ending on May 31, 2023.

Explanation

The following board member terms are expiring May 31, 2023. All current board members responded that they were seeking reappointment to continue serving on their respective boards. The assigned Commissioner will have thirty (30) days to make an appointment. At the end of the 30-day assignment, Commissioners who have active vacancies will need to request an extension or the appointment will automatically rotate to the next Commissioner in the rotation.

Commission Assignment	Commission Appointment Expires	Board	Expiration of Board Term
Seat # 5 Current Board Member: Carlos Angarita is seeking reappointment	06/07/2023	Board of Adjustment	05/31/2026
Seat # 1 Current Board Member: Joseph Billittier is seeking reappointment	06/07/2023	Citizens Police Review Board	05/31/2025
Seat # 2 Current Board member: David Bracy is seeking reappointment	06/07/2023	Citizens Police Review Board	05/31/2025
Seat # 3 Current Board member: Kristen Camero is seeking reappointment	06/07/2023	Citizens Police Review Board	05/31/2025
Seat # 4 Current Board Member: Kimberly Murray is seeking reappointment	06/07/2023	Historic Preservation Board	05/31/2025
Seat # 5 Current Board Member: Adriana Serrano is seeking reappointment	06/07/2023	Historic Presentation Board	05/31/2025

Seat # 1 Current Board Member: Hannan M. Khan is seeking reappointment	06/07/2023	Parks and Recreation Board	05/31/2026
Seat # 2 Current Board Member: Seewat "David" Anderson is seeking reappointment	06/07/2023	Parks and Recreation Board	05/31/2026
Seat # 3 Current Board Member: Robert Bussiere is seeking reappointment	06/07/2023	Planning Advisory Board	05/31/2026

Recommendation

Staff recommends the Commission appoint/reappoint members to boards with terms expiring on May 31, 2023.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None