



**COMMISSION AGENDA
SESSION OF THE CITY COMMISSION TO BE HELD AT THE
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, JUNE 15, 2021
6:00 PM**

1. MEETING CALLED TO ORDER

“As a courtesy to others, please silence all electronic devices during the meeting.”

“Citizens desiring to speak under Hear Audience shall submit a request form for the City Clerk prior to the meeting. Forms are available at the door or from the City Clerk.”

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A PRESENTATION OF RETIREMENT WATCH TO AMY ADY

Presentation of Amy Ady’s retirement watch. Amy is retiring from the City after 30+ years of dedicated service as the Finance Director.

3.B EMPLOYEE OF THE MONTH FOR JUNE - DAVID STOLOFF

That the City Commission join the City Manager in recognizing David Stoloff, Information Technology Department, as June's Employee of the Month.

3.C PRESENTATION OF CERTIFICATE OF COMPLETION - INSTITUTE FOR ELECTED MUNICIPAL OFFICIALS - COMMISSIONER OLGA LUCIA CASTANO AND COMMISSIONER CARLOS ALVAREZ, III

Presentation of Certificates of Completion to Commissioner Olga Lucia Castano and Commissioner Carlos Alvarez, III for the completion of the Institute for Elected Municipal Officials training held May 7, 2021 - May 9, 2021.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - SECOND AND FINAL READING - PROPOSED ORDINANCE #21-07 ENACTING A NEW CITY CODE

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF KISSIMMEE, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE

Approval of the Second and Final Reading of Proposed Ordinance # 21-07 for Recodification of the City's Code of Ordinances.

5. PUBLIC HEARINGS

None.

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 HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the May 4, 2021, May 18, 2021, and June 1, 2021, Commission Minutes.

7.B AUTHORIZATION TO SUBMIT APPLICATION FOR THE FISCAL YEAR 2020 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM MADE AVAILABLE BY THE U.S. DEPARTMENT OF JUSTICE (USDOJ)

Approval to submit an application for the fiscal year 2020 Justice Assistance Grant - Countywide (JAG-C) Program.

7.C THIRD AMENDMENT TO THE HOME PROJECT AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND OSCEOLA COUNCIL ON AGING, INC., AND KISSIMMEE OAKS HOUSING I, INC. - OAKS LEAF LANDINGS APARTMENTS

To approve the Third Amendment to the HOME Project Agreement between the City of Kissimmee and the developer and owner of the Oak Leaf Landings Apartments.

7.D AMENDMENT TO THE CONSORTIUM PROJECT AGREEMENT BETWEEN OSCEOLA COUNTY AND THE CITY OF KISSIMMEE - OAKS LEAF LANDINGS APARTMENTS

To approve the Amendment to the Consortium Project Agreement between Osceola County and the City of Kissimmee for the rehabilitation of the Oak Leaf Landings Apartments.

7.E STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM BUDGET TRANSFER

Approval of a budget transfer in the amount of \$100,088 from the 2017-2018 SHIP Fund to the 2018-2019 SHIP Fund.

7.F AUTHORIZATION TO SUBMIT APPLICATION FOR THE 2021 BULLETPROOF VEST PARTNERSHIP GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

Authorization to submit an application for the 2021 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs.

7.G EXECUTION OF OWNER-OCCUPIED REHABILITATION AGREEMENT FOR 305 TARPON STREET

Approval to execute the State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Construction Agreement between the City of Kissimmee, Habitat for Humanity of Greater Orlando and Osceola County, and Mary A. Wells - 305 Tarpon Street.

7.H DISPOSAL OF CITY ASSETS

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

7.I LETTER OF SUPPORT FOR COUNTYWIDE PROJECT RECOMMENDATIONS FOR FY2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

Commission support of the Osceola Substance Abuse and Violent Crime Policy (SAVCP) Advisory Board's project recommendations for the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants for FY2020 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$82,691.

8. DISCUSSION ITEMS**8.A PRESENTATION ON PUBLIC WORKS AND ENGINEERING'S ANNUAL RESURFACING PROGRAM**

Presentation to the City Commission on the Public Works & Engineering Department's Annual Resurfacing Program.

8.B ANNUAL ADVISORY BOARD APPOINTMENTS/REAPPOINTMENTS AND A VACANCY ON THE HISTORIC PRESERVATION AND PARKS AND RECREATION ADVISORY BOARDS

Commission requested to appoint two replacements to fill the vacancy on the Historic Preservation Board and Parks and Recreation Advisory Board as well as reappointments or replacements to fill annual Board terms expiring May 31, 2021.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

IN ACCORDANCE WITH FLORIDA STATUTES 286.105: ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS MADE.

IN ACCORDANCE WITH FLORIDA STATUTE 286.26, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 101 CHURCH STREET, KISSIMMEE, FL 34741, (407) 518-2309.

ITEM 3.A

PRESENTATION OF RETIREMENT WATCH TO AMY ADY

Request

Presentation of Amy Ady's retirement watch. Amy is retiring from the City after 30+ years of dedicated service as the Finance Director.

Explanation

Amy Ady has served the citizens and fellow employees of the City of Kissimmee for just over 30 years. She began her career with the City on April 29, 1991 as the Assistant Finance Director and was later appointed as Finance Director, a position she has held for the past 23 years. She has seen many changes in the City over her career and has been involved in most of those changes due to the financial component of each project.

The construction of most of the City's current facilities occurred during Amy's tenure including the Civic Center, Police Department, City Hall, Service Center, Fire Stations 11 and 14, Fortune Road, Lakefront Park, Shingle Creek Regional Trail, Toho Square Garage, Public Safety Training Facility as well as a host of other City parks and land for future facilities such as Lancaster Ranch and the Beaumont Property. Amy led the City's effort to finance the construction and/or purchase of these facilities.

When Amy joined the City in 1991, the City budget, excluding the water and sewer operations, was approximately \$47 million and today our total budget is \$205 million. Amy has been instrumental in maintaining the City's financial integrity throughout the creation of every budget during the past 30 years. During the Great Recession, she was an integral part of the team that determined how best to successfully navigate the economic crisis that resulted from the recession. During the pandemic, Amy's team was instrumental in ensuring the City remained in strong financial condition despite the drastic decline in many revenues. The budget process Amy established will leave the City in great shape for the future.

In addition, during Amy's tenure the City has always received a "clean opinion" from the external auditors, signifying that the City is complying with all accounting principles and that its finances are sound. This allowed the City to borrow money or issue bonds at favorable interest rates. The City's audits have included very minimal management letter comments regarding the City's financial processes over the years that Amy has been the director.

Amy has always placed a high degree of importance on integrity and ethics since her position is responsible for overseeing millions of taxpayer dollars. The City has greatly benefitted from this as well as her ability to prudently direct the City's finances over the past 30 years. Her guidance and wisdom in this area will be greatly missed.

The City thanks Amy for her years of dedicated service to the citizens and employees of Kissimmee and wishes her the absolute very best as she and her husband, Marc, embark on a well deserved

City of Kissimmee

retirement.

Department: Finance

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.B

EMPLOYEE OF THE MONTH FOR JUNE - DAVID STOLOFF

Request

That the City Commission join the City Manager in recognizing David Stoloff, Information Technology Department, as June's Employee of the Month.

Explanation

The City of Kissimmee is pleased to announce the Employee of the Month for June, David Stoloff. Dave is a Programmer Analyst with the Information Technology Department and he has been with the City almost 15 years.

Dave has been a key player in the City successfully implementing the new Tyler Enterprise Resource Planning system. His knowledge of data bases and SQL saved the City thousands of dollars, and has helped avoid paying for expensive conversion services. Even the Tyler implementers commented that Dave's skill level enabled the implementation to go more smoothly due to his capabilities. Dave morphs well into new tasks and problem solving due to his curiosity and abilities, and he has become relied on because of his attitude and aptitude.

Dave works long hours, even weekends, to tackle tasks, and lends a calming and positive voice as he assists various teams. Dave's behind-the-scenes support gives our staff the knowledge and tools to effectively use the technology needed for their jobs. He is an important member of the IT team, and the City would like to recognize him for all his contributions.

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

None

ITEM 3.C

PRESENTATION OF CERTIFICATE OF COMPLETION - INSTITUTE FOR ELECTED MUNICIPAL OFFICIALS - COMMISSIONER OLGA LUCIA CASTANO AND COMMISSIONER CARLOS ALVAREZ, III

Request

Presentation of Certificates of Completion to Commissioner Olga Lucia Castano and Commissioner Carlos Alvarez, III for the completion of the Institute for Elected Municipal Officials training held May 7, 2021 - May 9, 2021.

Explanation

Commissioner Castano and Commissioner Alvarez participated in their initial two-day program for elected officials. This program was sponsored by the Florida League of Cities University and was held May 7, 2021 - May 9, 2021. The importance of completing this Institute should be known to key officials and our community.

Commissioner Castano and Commissioner Alvarez will be presented with their certificates and thanked for their dedication and commitment to improving the quality of municipal government in Florida.

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Commissioner Olga Lucia Castano - Elected Municipal Officials (IEMO) May 7-9 2021
2. Commissioner Carlos Alvarez, III - Elected Municipal Officials (IEMO) May 7-9 2021

IEMO



Certificate of Completion

May 7-9th, 2021 • Tampa, FL

Presented to

Olga Lucia Castano

Commissioner

City of Kissimmee



IEMO



Certificate of Completion

May 7-9th, 2021 • Tampa, FL

Presented to

Carlos Alvarez, III

Commissioner

City of Kissimmee

ITEM 4.A

PUBLIC HEARING - SECOND AND FINAL READING - PROPOSED ORDINANCE #21-07 ENACTING A NEW CITY CODE

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF KISSIMMEE, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE

Request

Approval of the Second and Final Reading of Proposed Ordinance # 21-07 for Recodification of the City's Code of Ordinances.

Explanation

Under the tenure of the former City Attorney a decision was made to change vendors for the codification of the City code from American Legal Publishing to Municode. This process was a multi-year project that included review of existing City Code and ordinances and conflicts with state law, case law and constitutional principals.

Municode attorneys provided the conflicts and possible resolutions in a legal manuscript which was discussed with the City Attorney. Following implementation of agreed upon solutions, proofs of the new code were sent and reviewed by staff. Once the proofs were approved, the new Code was indexed and copies were printed. The new code will be posted on-line, and hard copies distributed to Departments upon the adoption of this ordinance after Second and Final Reading.

Municode shall continue to maintain the code as new legislation is enacted by the City Commission.

Recommendation

Staff recommends approval of the Second and Final Reading of Proposed Ordinance # 21-07.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Attorney

Presenter: Olga Sanchez de Fuentes

Attachment(s):

1. Proposed Ordinance No. 21-07 - Adoption and Enactment of New City Code
2. Proof of Advertising - Proposed Ord 21-07 Adopting Enacting New Code for City of Kissimmee

PROPOSED ORDINANCE NO. 21-07
ORDINANCE NO. _____

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF KISSIMMEE, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA IN LAWFUL SESSION ASSEMBLED AS FOLLOWS:

SECTION 1. The Code entitled “Code of Ordinance, City of Kissimmee, Florida” published by Municipal Code Corporation, consisting of Chapters 1 through 48, each inclusive, is adopted.

SECTION 2. All ordinances of a general and permanent nature enacted on or before August 4, 2020, and not included in the Code or recognized and continued in force by reference therein, are repealed.

SECTION 3. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance that is repealed by this ordinance.

SECTION 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding \$500.00 or a term of imprisonment not exceeding sixty (60) days or both a fine and a term of imprisonment. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief, administrative adjudication, code enforcement and revocation of licenses or permits.

SECTION 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the city to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code includes the additions and amendments.

SECTION 6. Ordinances adopted after August 4, 2020, that amend or refer to ordinances that have been codified in the Code shall be construed as if they amend or refer to like provisions of the Code.

Commissioner _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Commissioner _____ and upon roll call on the motion the vote was as follows:

AYES:

NAYS:

Said motion having been duly carried, thereupon, _____, declared said Ordinance duly passed and adopted this _____ day of _____, 2021.

Olga Gonzalez, Mayor-Commissioner

ATTEST:

Linda Hansell, City Clerk

Approved as to form and legality:

City Attorney

OSCEOLA NEWS-GAZETTE

STATE OF FLORIDA COUNTY OF OSCEOLA

Before me, the undersigned authority,
personally appeared Pamela Bikowicz,
who on oath says that she is the
Business Manager of the Osceola News-Gazette,
a twice-weekly newspaper published
at Kissimmee, in Osceola County, Florida;
that the attached copy of the advertisement
was published in the regular and entire
edition of said newspaper in
the following issues:

May 27, 2021.

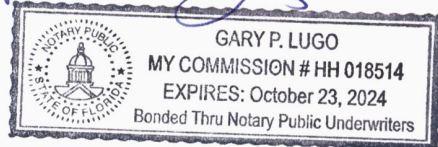
Affiant further says that the
Osceola News-Gazette is a newspaper
published in Kissimmee, in said
Osceola County, Florida, and that the said
newspaper has heretofore been
continuously published in said
Osceola County, Florida, each week
and has been entered as periodicals
postage matter at the post office
in Kissimmee, in said Osceola County, Florida,
for a period of one year preceding
the first publication of the attached copy of
advertisement; and affiant further says that
he has neither paid nor promised
any person, firm or corporation any discount,
rebate, commission or refund for the
purpose of securing this advertisement for
publication in the said newspaper.

Sworn and subscribed before

me by Pamela Bikowicz, who is

personally known to me, this

May 27, 2021



Gary P. Lugo

The City Commission of the City of Kissimmee, Florida will
meet on **Tuesday, June 1, 2021 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, June 15, 2021 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 # 21-07

**AN ORDINANCE ADOPTING AND ENACTING A NEW CODE
FOR THE CITY OF KISSIMMEE, FLORIDA; PROVIDING FOR
THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED
THEREIN; PROVIDING A PENALTY FOR THE VIOLATION
THEREOF; PROVIDING FOR THE MANNER OF AMENDING
SUCH CODE; AND PROVIDING WHEN SUCH CODE AND
THIS ORDINANCE SHALL BECOME EFFECTIVE**

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).
May 27, 2021



Make remittance to: Osceola News-Gazette
22 W. Monument Ave., Suite 5
Kissimmee, FL 34741
Phone: (407) 846-7600 Fax: (321) 402-2946
Email: legalads@osceolanewsgazette.com
You can also view your Legal Advertising on
www.AroundOsceola.com or
www.FloridaPublicNotices.com
Ad#34083

ITEM 7.A
COMMISSION MINUTES APPROVAL

Request

Request Commission approval of the May 4, 2021, May 18, 2021, and June 1, 2021 Commission Minutes.

Explanation

Minutes of the Commission meeting held on May 4, 2021, May 18, 2021, and June 1, 2021 are attached for approval.

Recommendation

Staff recommends Commission approval.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Mike Steigerwald

Attachment(s):

1. Commission Minutes - May 4 2021
2. Commission Minutes - May 18 2021
3. Commission Minutes - June 1 2021



MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION HELD TUESDAY, MAY 4, 2021, AT 6:00 PM AT THE CITY OF KISSIMMEE, CITY HALL COMMISSION CHAMBERS LOCATED AT 101 CHURCH STREET, KISSIMMEE, FLORIDA

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Lucia Castano, Felix Ortiz, Carlos Alvarez, III, Jim Fisher

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

Members Absent: None

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Fisher led the Commission and the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A PROCLAMATION - NATIONAL DAY OF PRAYER

The request is for the City Commission to present a Proclamation in honor of "National Day of Prayer."

City Manager Steigerwald read a proclamation in honor of "National Day of Prayer" as the Mayor and Commissioners displayed the proclamation that will be presented to Ms. Randy Law.

Ms. Law thanked the Commission for the presentation and spoke concerning the importance of prayer in our Country. She invited everyone to attend the National Day of Prayer events being held Thursday, May 6th from 12:00pm -1:00pm at Kissimmee and Saint Cloud City Halls and the Osceola County Courthouse.

3.B PROCLAMATION - FOSTER YOUTH CONNECTION MONTH

The request is for the City Commission to present a Proclamation in honor of "Foster Youth Connection Month."

City Manager Steigerwald read a proclamation in honor of Foster Youth Connection Month as the Mayor and Commissioners displayed the proclamation that will be presented to Rev. Rupert Henry.

Ms. Law spoke on behalf of Reverend Henry and thanked the Commission.

3.C PROCLAMATION - LUPUS AWARENESS MONTH

The request is for the City Commission to present a Proclamation in honor of "Lupus Awareness Month."

City Manager Steigerwald read a proclamation in honor of Lupus Awareness Month as the Mayor and Commissioners displayed the proclamation that will be presented to Denise Rivera.

Ms. Rivera thanked the Commission for recognizing the efforts of the Lupus Awareness Foundation.

3.D PRESENTATION OF THE FLORIDA DEPARTMENT OF TRANSPORTATION'S SOUTH JOHN YOUNG PARKWAY WIDENING PROJECT

Presentation of the Florida Department of Transportation's South John Young Parkway widening project.

Natrevia Gradney-Mitchell, Director of Public Works and Engineering, introduced Ms. Loreen Bobo from the Florida Department of Transportation.

Loreen Bobo, Florida Department of Transportation (FDOT) District 5, introduced FDOT Projects along John Young Parkway. Ms. Bobo introduced Project Manager Naziru Isaac.

Mr. Isaac presented a PowerPoint Presentation that included details of the road projects on John Young Parkway; the presentation was attached to the agenda.

Hatem Aguib, Project Management Office, continued with the FDOT Project presentation and discussed the Flyover Project.

3.E PRESENTATION OF RETIREMENT WATCH TO HEALTH & SAFETY CHIEF KAREN HUNTER

Fire Chief Jim Walls to present retirement watch to Health & Safety Chief Karen Hunter.

Chief Walls presented Health & Safety Chief, Karen Hunter, with her retirement watch for 34 years of dedicated service.

3.F SWEARING IN CEREMONY FOR NEWLY PROMOTED BATTALION CHIEF, LIEUTENANT AND ENGINEER

Staff requests that Eric Gentry, Geoff Miller and Luis Pena be sworn into their newly appointed positions.

Fire Chief Jim Walls administered the Oath of Office (Exhibit "A") to Health & Safety Chief Eric Gentry, Engineer Luis Pena, and Lieutenant Geoff Miller.

3.G SWEARING IN CEREMONY FOR NEW FIREFIGHTER

Staff requests that our newest employee be sworn in as a City of Kissimmee firefighter.

Fire Chief Jim Walls administered the Oath of Office (Exhibit "B") to Firefighter Tommy Hill.

3.H SWEARING IN FOR NEW POLICE OFFICERS (PRE-RECORDED)

Swearing in and administering of oath for new hires not previously sworn in during the COVID-19 Pandemic.

City Manager Steigerwald introduced Chief O'Dell's pre-recorded video of the swearing for new officers with the Kissimmee Police Department.

Chief O'Dell administered the Oath of Office (Exhibit "C") to Officers Joshua Acevedo, Andrew Cason, Djeny Charles, Jonathan Fernandez, Luis Fernandez, Michael Marion, Jaylynn Nieves, Manuel Pepin, Ivan Ramos, Brandon Salgado, Cole Tuttle, and Dariel Quiles-Davila.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - SECOND AND FINAL READING - PROPOSED ORDINANCE #21-03 AMENDING CHARTER SCHOOL ADVISORY BOARD

AN ORDINANCE AMENDING CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, TITLE II ADMINISTRATION, CHAPTER 2-3, BOARDS AND COMMISSIONS, SECTION 23, CHARTER SCHOOL ADVISORY BOARD AMENDING MEMBERSHIP AND QUORUM REQUIREMENTS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of Proposed Ordinance 21-03.

City Attorney Sanchez de Fuentes read Proposed Ordinance #3040 by title.

City Manager Steigerwald reviewed the request and stated this amendment is due to changes in Florida Law. Staff recommends approval after holding the Public Hearing.

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

Commissioner Fisher moved to adopt Ordinance # 3040 (Exhibit "D"). Commissioner Ortiz seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

4.B PUBLIC HEARING - SECOND AND FINAL READING - PROPOSED ORDINANCE #21-04 RELATING TO PEDESTRIAN SAFETY

AN ORDINANCE OF THE CITY OF KISSIMMEE, FLORIDA, RELATING TO PEDESTRIAN SAFETY; CREATING CHAPTER 9-8; PEDESTRIAN SAFETY AND SECTIONS 9-8-1 THROUGH 9-8-5; PROHIBITING PEDESTRIAN ACTIVITY IN CERTAIN MEDIANS; ADOPTING OSCEOLA COUNTY SECTION 18-4 ON CERTAIN PUBLIC ROADS; AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of Proposed Ordinance 21-04.

City Attorney Sanchez de Fuentes read Ordinance # 3041 by title.

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

Commissioner Castano moved to adopt Ordinance # 3041 (Exhibit "E"). Commissioner Fisher seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	NAY
Commissioner Fisher	AYE
Mayor Gonzalez	AYE

Motion carried 4 - 1.

4.C PUBLIC HEARING - SECOND AND FINAL READING - PROPOSED ORDINANCE #21-05 AMENDING TITLE VII, POLICE AND TRAFFIC - PARKING ENFORCEMENT

AN ORDINANCE AMENDING CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, TITLE VII, POLICE AND TRAFFIC, CHAPTER 7-3, PARKING ENFORCEMENT, SECTION 7-3-1, VEHICLE REGULATIONS AFFECTING PARKING IN CITY; REORDERING, ADDING AND MODIFYING PROVISIONS TO CORRESPOND WITH VIOLATIONS LISTED IN SECTION 1-1-99, GENERAL PENALTIES; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of Proposed Ordinance 21-05.

City Attorney Sanchez de Fuentes read Ordinance # 3042 by title.

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

Commissioner Fisher moved to approve the Second and Final Reading of Ordinance #3042 (Exhibit "F"). Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

THE CONSENT AGENDA IS A TECHNIQUE DESIGNED TO EXPEDITE HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

Commissioner Fisher moved to approve the Consent Agenda in its entirety. City Commissioner Ortiz seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the April 20, 2021 Commission Minutes.

7.B AWARD OF CDBG FUNDS TO HABITAT FOR HUMANITY OF GREATER ORLANDO AND OSCEOLA COUNTY, INC FOR ROOF REPLACEMENT PROGRAM

Approval to award Habitat for Humanity of Greater Orlando and Osceola County, Inc. CDBG funding in an amount not to exceed \$72,000 to administer the construction activities of the City's Roof Replacement Program.

7.C CONTRACT AGREEMENT WITH GLOBAL PUBLIC SAFETY, LLC. FOR POLICE DEPARTMENT VEHICLE UPFITTING SERVICES

Approval to enter into a contract agreement with Global Public Safety, LLC. for vehicle upfitting services.

7.D GROUND LEASE FOR LAND AT THE AIRPORT'S BUSINESS AIRPARK WITH MACH1 AVIATION, LLC

Approval of a ground lease to construct an aircraft hangar on a land parcel located at the Airport's Business Airpark.

7.E RATIFICATION OF EXECUTIVE ORDERS 2021-13 AND 2021-14

City Commission ratification of Executive Order 2021-13 issued April 19, 2021, and Executive Order 2021-14 issued April 26, 2021 for the extension of the Local Declaration of Emergency to May 2, 2021.

7.F INTEGRATED SUPPLY AGREEMENT WITH GENUINE PARTS COMPANY (NAPA)

Approval to extend the NAPA agreement for an additional year for Fleet parts and services.

8. DISCUSSION ITEMS

8.A APPROVAL OF THE CITY OF KISSIMMEE STRATEGIC PLAN, ACTION AGENDA, AND DEPARTMENT STRATEGIES FOR FISCAL YEAR 2021-22

Request approval of the updated Strategic Plan, Action Agenda, and Department strategies for fiscal year 2021-22.

City Manager Steigerwald requested approval of Strategic Plan and Department Strategies for FY 2021-2022. City Manager Steigerwald read the priorities for the Commission.

Commissioner Fisher moved to adopt FY2021-2022 Strategic Plan, Action Agenda, and Department Strategies. Commissioner Ortiz seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

8.B ADVISORY BOARD VACANCIES - PARKS AND RECREATION AND BOARD OF ADJUSTMENT

Commission requested to appoint two replacements to fill the vacancy on the Parks and Recreation Advisory Board due to the death of current member Richard H. Jennings and the second vacancy on the Board of Adjustment due to the resignation of Luis A. Martinez, Sr.

City Manager Steigerwald acknowledged the death of a sitting Parks and Recreation Board member and stated Mayor Gonzalez has that appointment. The Board of Adjustment vacancy is due to the Board Member being hired by the City and is no longer eligible to serve on the board; Commissioner Castano has been assigned that appointment. The Commission will have 30 days to make the appointments before requesting an extension.

Consensus of the Commission was to wait for appointments until the applications are reviewed.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

CITY MANAGER STEIGERWALD

City Manager Steigerwald gave an update on the Caribbean Isle Apartments, stating the property owner has a master water and sewer account and the apartment owner has not paid the TOHO Water bill. Toho Water was granted CARES ACT Funding by Osceola County to help with the back payments but there is still over \$80,000.00 due. A notice of disconnection has been given to all residents; the City, Toho Water, and County staff met to assess the situation. Osceola County agreed to assist with 2 weeks of service cost to give residents time to find other accommodations. Kissimmee Utility Authority (KUA) would like to separate the residents' bills since they are able to

monitor the electricity used per unit separately. Once everything is confirmed, staff will provide more information.

9.B CITY ATTORNEY

CITY ATTORNEY SANCHEZ DE FUENTES

Nothing.

9.C CITY COMMISSION

COMMISSIONER CASTANO

Commissioner Castano wished everyone a great night.

COMMISSIONER ORTIZ

Commissioner Ortiz thanked the City Manager for the update on the Caribbean Isle Apartments and is thankful for the City's efforts to assist the citizens.

COMMISSIONER ALVAREZ

Commissioner Alvarez wished everyone a happy Cinco Mayo.

COMMISSIONER FISHER

Commissioner Fisher wished everyone a happy Mother's Day.

Commissioner Fisher commented he would have liked to have the opportunity to ask questions during FDOT's presentation on John Young Parkway.

MAYOR GONZALEZ

Mayor Gonzalez commented that the City is doing such a good job that she got an email from a past citizen wishing they could move back to Kissimmee because she has heard and seen good things going on. The Mayor thanked all City staff for their work.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:47 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Oaths of Office
Health & Safety Chief Eric Gentry, Engineer Luis Pena, Lieutenant Geoff Miller
Item 3.F.

Exhibit "B"
Oath of Office
Firefighter Tommy Hill
Item 3.G.

Exhibit "C"
Oath of Office

Police Officers Joshua Acevedo, Andrew Cason, Djeny Charles, Jonathon Fernandes,
Luis Fernandez, Michael Marion, Jaylynn Nieves, Manuel Pepin, Ivan Ramos, Brandon Salgado,
Cole Tuttle, Dariel Quiles-Davila
Item 3.H.

Exhibit "D"
Ordinance # 3040
Amending Charter School Advisory Board Membership
Item 4.A.

Exhibit "E"
Ordinance # 3040
Relating to Pedestrian Safety and Activity in Certain Medians and Public Roads
Item 4.B.

Exhibit "F"
Ordinance # 3042
Amending Police and Traffic – Parking Enforcement
Item # 4.C.



MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION HELD TUESDAY, MAY 18, 2021, AT 6:00 PM AT THE CITY OF KISSIMMEE, CITY HALL COMMISSION CHAMBERS LOCATED AT 101 CHURCH STREET, KISSIMMEE, FLORIDA

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Lucia Castano, Carlos Alvarez, III, Jim Fisher

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

Members Absent: Commissioner Felix Ortiz

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

After a Moment of Silence, Commissioner Fisher Led the audience in the Pledge of Allegiance.

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A EMPLOYEE OF THE MONTH FOR MAY - YOLANDA HAZLEY

Request the City Commission join the City Manager in recognizing Yolanda Hazley, Development Services Department, as May's Employee of the Month.

City Manager Steigerwald reviewed the attributes of Yolanda's work and provided highlights of her nomination.

City Manager Steigerwald reminded the Commission that individuals are selected by a committee of peers and there is no greater honor.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - FIRST READING - PROPOSED ORDINANCE #21-06 ESTABLISHING A CITIZENS' POLICE REVIEW BOARD

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, TITLE II, ADMINISTRATION, CHAPTER 2-3, BOARDS AND COMMISSIONS, ESTABLISHING A CITIZENS' POLICE REVIEW BOARD; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the First Reading of Proposed Ordinance 21-06.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 21-06 by title.

Police Chief Jeff O'Dell reviewed the information related to the adoption of the ordinance to create a Citizen's Police Review Board allowing the City to stay on the forefront of trends in law enforcement while allowing our citizens to have another avenue to provide the Chief and executive staff with recommendations relating to internal investigation, employee misconduct, and use of force.

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

Commissioner Jim Fisher moved to approve the First Reading of Proposed Ordinance #21-06. Commissioner Carlos Alvarez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	ABSENT
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Mayor Gonzalez	AYE

Motion carried 4 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

THE CONSENT AGENDA IS A TECHNIQUE DESIGNED TO EXPEDITE HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

Commissioner Jim Fisher moved to approve the Consent Agenda in its entirety. Commissioner Olga Lucia Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	ABSENT
Mayor Gonzalez	AYE

Motion carried 4 - 0.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the Revised April 20, 2021 Commission Minutes.

7.B APPROVAL TO PURCHASE A REPLACEMENT SIGN TRUCK FOR THE PUBLIC WORKS TRAFFIC ENGINEERING DIVISION

Approval to purchase a replacement sign truck for the Public Works Traffic Engineering Division via the Florida Sheriffs Association Contract.

7.C ACCEPTANCE OF A PUBLIC TRANSPORTATION GRANT AGREEMENT FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION BY RESOLUTION FOR AN AIRFIELD PAVEMENT MARKINGS PROJECT

Approval to accept, by Resolution, a Public Transportation Grant Agreement (PTGA) from Florida Department of Transportation (FDOT) for an airfield pavement markings project.

Resolution # 10-2021 (Exhibit "A").

7.D AUTHORIZATION TO EXTEND AND EXECUTE CONTRACT WITH ALL CITY MANAGEMENT SERVICES FOR SCHOOL CROSSING GUARD MANAGEMENT SERVICES THROUGHOUT THE CITY OF KISSIMMEE FOR THE 2021-2022 SCHOOL YEAR

Authorization to extend and execute the current contract, in the total amount of \$518,966.88, with All City Management Services for the new 2021-2022 school year.

7.E BUDGET ADJUSTMENT TO THE POLICE SPECIAL OPERATIONS DIVISION'S OVERTIME ACCOUNT

Approval to increase revenues along with the Police Special Operations division's overtime account in the amount of \$9,015 to account for the reimbursement of overtime incurred as part of the High Intensity Drug Trafficking Area (HIDTA) Task Force.

7.F DISPOSAL OF CITY ASSETS

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

7.G AWARD FOR THE CONSTRUCTION OF BUEN VECINO APARTMENTS - OSCEOLA COUNCIL ON AGING

Execute a funding commitment letter to Osceola Council on Aging in the amount of \$500,000 in support the construction of the Buen Vecino Apartments.

7.H CHANGE ORDER FOR LEGAL SERVICES FOR THE WEST OAK STREET WIDENING AND INTERSECTION IMPROVEMENTS PROJECT AT JOHN YOUNG PARKWAY.

Approval of a Change Order to increase the purchase order amount for the West Oak Street Intersection Improvements at John Young Parkway project by \$280,000 for additional legal services.

7.I ASTON SQUARE - FINAL PLAT (DRC#20-00036)

City Commission approval of the final plat known as Aston Square.

7.J AWARD OF THE DESIGN SERVICES CONTRACT FOR THE TRAFFIC SIGNAL AT THE BALL PARK ROAD AND DYER BOULEVARD INTERSECTION TO T.Y. LIN INTERNATIONAL

Approval to award the design services contract for the traffic signal at the Ball Park Road and Dyer Boulevard Intersection to T.Y. Lin International in the amount of \$78,328.00.

8. DISCUSSION ITEMS

8.A PRESENTATION OF THE CITY OF KISSIMMEE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY AND VINE STREET COMMUNITY REDEVELOPMENT AGENCY 2020 ANNUAL REPORT

Presentation of the Downtown Kissimmee Community Redevelopment Agency and Vine Street Community Redevelopment Agency 2020 Annual Report.

Samia Singleton provided a short introduction before showing a video. Ms. Singleton expressed her appreciation to Communications and Access Osceola for their assistance with the video.

8.B ANNUAL ADVISORY BOARD APPOINTMENTS/REAPPOINTMENTS AND VACANCIES FOR PARKS AND RECREATION AND BOARD OF ADJUSTMENT

Commission requested to appoint two replacements to fill the vacancy on the Parks and Recreation Advisory Board and Board of Adjustment as well as reappointments or replacements to fill annual Board terms expiring May 31, 2021.

Commissioner Fisher moved to reappoint Maria Lebron to the Historic Preservation Board and Fatima Santiago to the Planning Advisory Board. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Ortiz	ABSENT
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Mayor Gonzalez	AYE

Motion carried 4 - 0.

Commissioner Alvarez moved to reappoint Andrew Jeng to the Board of Adjustment and Albert Dorsey to the Parks and Recreation Board. Commissioner Fisher seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	ABSENT
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Mayor Gonzalez	AYE

Motion carried 4 - 0.

Mayor Gonzalez moved to appoint Brunilda “Vanessa” Alvarez to the Parks and Recreation Advisory Board, reappoint Debra Rosado to the Historic Preservation Board, and reappoint Jackie Espinosa to the Planning Advisory Board. Commissioner Alvarez seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	ABSENT
Mayor Gonzalez	AYE

Motion carried 4 - 0.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

CITY MANAGER STEIGERWALD

City Manager Steigerwald commented on the new electronics in the Commission Chambers and stated staff has been working out the kinks. We intend to stop the Zoom meeting process and return to only on-line streaming and broadcast. Staff will return to our pre-Covid processes for the first meeting in June and this will allow us to eliminate the additional roll call process.

City Manager Steigerwald informed the Commission that the City Attorney along with various additional staff have been tasked with the review of the Rescue Act Plan funding. A Workshop will be held in June to discuss the allocation as well as discuss the matching funding and publishing of the RFP.

9.B CITY ATTORNEY

CITY ATTORNEY SANCHEZ DE FUENTES

Nothing.

9.C CITY COMMISSION

COMMISSIONER CASTANO

Commissioner Castano wished everyone a good evening.

COMMISSIONER ORTIZ

Absent.

COMMISSIONER ALVAREZ

Nothing.

COMMISSIONER FISHER

Commissioner Fisher questioned whether the City will be moving forward with the July 4th Celebration.

City Manager Steigerwald stated we are moving forward but cutting back on named entertainment. Funding from FY 2019/2020 was unused and will allow us to upgrade the fireworks display this year. The event is planned for Sunday, July 4th.

MAYOR GONZALEZ

Mayor Gonzalez thanked the attendees for being at the meeting tonight and wished everyone a good night.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:26 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Resolution # 10-2021
Acceptance Grant Agreement FDOT Airfield Pavement Project
Item 7.C.



MINUTES OF THE REGULAR SESSION OF THE CITY COMMISSION HELD TUESDAY, JUNE 1, 2021, AT 6:00 PM AT THE CITY OF KISSIMMEE, CITY HALL COMMISSION CHAMBERS LOCATED AT 101 CHURCH STREET, KISSIMMEE, FLORIDA

1. MEETING CALLED TO ORDER

Members Present: Mayor Olga Gonzalez, Commissioners Olga Lucia Castano, Felix Ortiz, Carlos Alvarez, III, Jim Fisher

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

Members Absent: None

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A PRESENTATION OF CERTIFICATE OF COMPLETION - INSTITUTE FOR ELECTED MUNICIPAL OFFICIALS II - MAYOR OLGA GONZALEZ, VICE MAYOR FELIX ORTIZ, AND MAYOR PRO TEM JIM FISHER

Presentation of Certificates of Completion to Mayor Olga Gonzalez, Vice Mayor Felix Ortiz, and Mayor Pro Tem Jim Fisher for completion of the Institute for Elected Municipal Officials II training held April 23-24, 2021.

City Manager Steigerwald presented Certificates of Completion to Mayor Olga Gonzalez, Vice Mayor Felix Ortiz, and Mayor Pro Tem Jim Fisher.

3.B PRESENTATION OF RETIREMENT WATCH TO BILLY MIRANDA

Presentation of Billy Miranda's retirement watch. Billy is retiring from the City after 35 years of dedicated service as a Building Inspector 3.

City Manager Steigerwald reviewed Billy Miranda's career and accomplishments over his 35 years of dedicated service with the City. Billy was presented with his retirement watch in honor of his years of service as a Building Inspector 3.

Billy Miranda thanked the citizens, employees, and contractors for allowing him to work with them; it was an honor.

3.C PROCLAMATION - JUNETEENTH DAY

The request is for the City Commission to present a Proclamation in honor of "Juneteenth Day."

City Manager Steigerwald read a proclamation in honor of Juneteenth Day as the Mayor displayed the Proclamation to be presented to Deloris McMillon.

Deloris McMillon introduced staff from the National Association for the Advancement of Colored People (NAACP) as she explained that it took two years for the news to reach Texas that the slaves were free. Ms. McMillon reminded everyone the first Juneteenth event held in Kissimmee was in 2015; this was the first observation in Osceola County. This is a testimony of what we Proclaim; all citizen should be free and treated equally.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A PUBLIC HEARING - SECOND AND FINAL READING - PROPOSED ORDINANCE #21-06 - ESTABLISHING A CITIZENS' POLICE REVIEW BOARD

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF KISSIMMEE, FLORIDA, TITLE II, ADMINISTRATION, CHAPTER 2-3, BOARDS AND COMMISSIONS, ESTABLISHING A CITIZENS' POLICE REVIEW BOARD; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE

Approval of the Second and Final Reading of Proposed Ordinance 21-06.

City Attorney Sanchez de Fuentes read Ordinance # 3043 by title.

Police Chief Jeff O'Dell is available to answer any questions.

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

Commissioner Fisher moved to approve the Second and Final Reading of Ordinance # 3043 (Exhibit "A"). Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Ortiz	AYE
Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

4.B PUBLIC HEARING - FIRST READING - PROPOSED ORDINANCE #21-07 - ADOPTING AND ENACTING A NEW CITY CODE OF ORDINANCES

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE FOR THE CITY OF KISSIMMEE, FLORIDA; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE; AND PROVIDING WHEN SUCH CODE AND THIS ORDINANCE SHALL BECOME EFFECTIVE.

Approval of the First Reading of Proposed Ordinance 21-07 for Recodification of the City's Code of Ordinances.

City Attorney Sanchez de Fuentes read Proposed Ordinance # 21-07 by title.

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

Commissioner Fisher moved to approve the First Reading of Proposed Ordinance #21-07. City Commissioner Ortiz seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Alvarez	AYE
Commissioner Fisher	AYE
Commissioner Castano	AYE
Commissioner Ortiz	AYE
Mayor Gonzalez	AYE

Motion carried 5 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

THE CONSENT AGENDA IS A TECHNIQUE DESIGNED TO EXPEDITE HANDLING OF ROUTINE MISCELLANEOUS BUSINESS OF THE CITY COMMISSION. THE CITY

COMMISSION IN ONE MOTION MAY ADOPT THE ENTIRE AGENDA. THE MOTION FOR ADOPTION IS NON-DEBATABLE AND MUST RECEIVE UNANIMOUS APPROVAL. BY REQUEST OF ANY INDIVIDUAL MEMBER, ANY ITEM MAY BE REMOVED FROM THE CONSENT AGENDA AND PLACED UPON THE REGULAR AGENDA FOR DEBATE.

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

Motion carried 5 - 0.

7.A COMMISSION MINUTES APPROVAL

Request Commission approval of the April 27, 2021 Commission Workshop Minutes.

7.B AWARD CITY SIGNATURE FESTIVAL/EVENTS PERFORMANCE AND PRODUCTION SERVICES AGREEMENT

Approval and execution of the City Signature Festival/Events Performance and Production Services Agreement with aXis Productions & Events for services described in RFP 2021-003.

7.C AWARD LANDSCAPE SERVICES AGREEMENT FOR KISSIMMEE LAKEFRONT PARK

Approval to award landscape services for Lakefront Park to Groundtek of Central Florida, Inc. in an amount up to \$136,500 and authorize the City Manager to sign the agreement and any subsequent renewals.

7.D ACCEPTANCE OF A FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANT AGREEMENT TO UPDATE THE AIRPORT MASTER PLAN

Approval to accept a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to update the Airport Master Plan for Kissimmee Gateway Airport.

7.E ACCEPTANCE BY RESOLUTION OF A FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT AGREEMENT FOR AN AUXILIARY WEATHER STATION TO SUPPORT THE AIR TRAFFIC CONTROL TOWER

Acceptance of a Florida Department of Transportation (FDOT) Public Transportation Grant Agreement for an auxiliary weather station to support the air traffic control tower at Kissimmee Gateway Airport.

Resolution # 11-2021 (Exhibit "B").

7.F TRANSFER FROM AIRPORT RESERVES FOR AUXILIARY WEATHER STATION TO SUPPORT THE AIR TRAFFIC CONTROL TOWER

Approval to transfer funds from Airport reserves to complete financial requirements for auxiliary weather station to support the air traffic control tower.

7.G AMENDMENT #10 TO THE PROFESSIONAL SERVICE AGREEMENT WITH AVCON, INC. FOR BIDDING AND ENGINEERING SERVICES TO OVERSEE THE CONSTRUCTION OF A WEATHER STATION

Approval of amendment #10 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, for the design, bidding, and construction engineering services for the construction of a weather station.

7.H AMENDMENT #11 TO THE PROFESSIONAL SERVICE AGREEMENT WITH AVCON, INC. TO UPDATE THE AIRPORT MASTER PLAN

Approval of amendment #11 to the professional service agreement between the City of Kissimmee and AVCON, Inc. dated December 19, 2017, to oversee the completion of an update to the Airport master plan.

7.I CITY OF KISSIMMEE PARTICIPATION IN THE OSCEOLA COUNTY HOME CONSORTIUM

Authorization for the Mayor to sign a letter renewing participation in the Osceola County Consortium for Fiscal Years 2022-2024.

7.J AMENDMENT TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT AGREEMENT FOR DESIGN OF THE WOODSIDE DRAINAGE IMPROVEMENT PROJECT

Approval of an amendment to extend an Florida Department of Environmental Protection (FDEP) grant agreement to allow additional time for design of Phase II of the Woodside Drainage Improvement Project.

7.K POLICE DEPARTMENT EVIDENCE ROOM RENOVATION BY GROVE CONSTRUCTION

Approval to utilize the City's master agreement with Grove Construction to complete renovations to the evidence area at the Police Department in the amount of \$70,153.13.

7.L POLICE DEPARTMENT SERGEANT'S OFFICE RENOVATION BY GROVE CONSTRUCTION

Approval to utilize the City's master agreement with Grove Construction to complete renovations to the sergeant's office at the Police Department in the amount of \$55,360.62.

7.M DEVELOPER AND ESCROW AGREEMENT BETWEEN FIRST INDUSTRIAL, L.P., KELLY PROPERTIES, CHICAGO TITLE INSURANCE COMPANY AND THE CITY OF KISSIMMEE REGARDING FLORA RIDGE PROJECT

Approval of Developer and Escrow Agreement.

8. DISCUSSION ITEMS

8.A ANNUAL ADVISORY BOARD APPOINTMENTS/REAPPOINTMENTS AND A VACANCY ON THE BOARD OF ADJUSTMENT AND HISTORIC PRESERVATION BOARD

Commission requested to appoint two replacements to fill the vacancy on the Board of Adjustment and Historic Preservation Board as well as reappointments or replacements to fill annual Board terms expiring May 31, 2021.

Commissioner Castano requested a motion to appoint Carlos Angarita to the Board of Adjustment.

Commissioner Ortiz made a motion to appoint Carlos Angarita to the Board of Adjustment. Commissioner Fisher seconded the motion.

Motion carried 5-0.

Commissioner Castano made a motion to appoint Diana Marrero to the Planning Advisory Board. Commissioner Alvarez seconded the motion.

Motion carried 4 - 1.

Commissioner Fisher stated for the record that Thomas Kapp, current Planning Board Member, did inform the Commission of his interest in being reappoint to the board.

Commissioner Ortiz made a motion to reappoint Niles Chalifoux to the Board of Adjustment. Commissioner Fisher seconded the motion.

Motion carried 5 - 0.

Commissioner Ortiz made a motion for an extension for his Seat # 2 appointment but was informed that the motion was not necessary as he has until July 6, 2021 to make the appointment.

Motion died.

9. HEAR CITY OFFICIALS

9.A CITY MANAGER

CITY MANAGER STEIGERWALD

City Manager Steigerwald announced the Commission will be in Executive Session for Collective Bargaining immediately following the Commission Meeting.

9.B CITY ATTORNEY

CITY ATTORNEY SANCHEZ DE FUENTES

Nothing.

9.C CITY COMMISSION

COMMISSIONER CASTANO

Commissioner Castano wished everyone a good evening.

COMMISSIONER ORTIZ

Nothing.

COMMISSIONER ALVAREZ

Nothing.

COMMISSIONER FISHER

Commissioner Fisher thanked Sergeant Breuer, KPD Officers, Deputy City Manager Desiree Matthews, and Rod Bargaineer and Parks and Recreation staff for their assistance during the food drive that was held in conjunction with NAACP on Tuesday. The Food Share Event was sponsored by NAACP and over 15,000 pounds of food was distributed.

Commissioner Fisher stated in recognition of Memorial Day he wished to express his feelings of gratitude for his father and older brother for their service to this Country; they are resting In Arlington National Cemetery.

MAYOR GONZALEZ

Mayor Gonzalez stated she attended Memorial Day Services and expressed her appreciation for our servicemen and women for giving us our freedom.

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 6:22 PM.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

Exhibit "A"
Ordinance # 3043
Establishing a Citizen's Police Review Board
Item 4.A.

Exhibit "B"
Resolution # 11-2021
Acceptance of FDOT Grant for Auxiliary Weather Station
to Support Air Traffic Control Tower
Item 7.C.

ITEM 7.B

AUTHORIZATION TO SUBMIT APPLICATION FOR THE FISCAL YEAR 2020 JUSTICE ASSISTANCE GRANT (JAG) PROGRAM MADE AVAILABLE BY THE U.S. DEPARTMENT OF JUSTICE (USDOJ)

Request

Approval to submit an application for the fiscal year 2020 Justice Assistance Grant - Countywide (JAG-C) Program.

Explanation

The Osceola County Board of County Commissioners has received notification from the Florida Department of Law Enforcement (FDLE) of the Justice Assistance Grant - Countywide (JAG-C) allocation for fiscal year 2020. The total amount of JAG funding made available to Osceola County is \$82,691. The purpose of the funding is to address the problems of illegal drug use, violent crimes and improvements to the criminal justice system.

Due to the timing of the grant application period, the Police Department submitted the application by the May 21, 2021 deadline. If the Commission decides not to pursue this opportunity, the City's application will be withdrawn.

Recommendation

Staff recommends approval to apply for the Justice Assistance Grant - Countywide (JAG-C) allocation for fiscal year 2020.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter: Jeffrey Odell

Attachment(s):

1. JAG-C-FY-2020-Application-fillable



Osceola County Board of County Commissioners

Edward Byrne Memorial Justice Assistance Grant - Countywide (JAGC) Program Instructions and Application for Funding Fiscal Year 2020

The Osceola County Board of County Commissioners has received notification from the Florida Department of Law Enforcement (FDLE) of the Justice Assistance Grant (JAG) allocation for fiscal year 2020. The total amount of JAG funding made available to Osceola County is \$82,691.00 and is made available by the U.S. Department of Justice (USDJ). This grant funding is intended to assist state, local, and tribal efforts to prevent or reduce crime and violence.

Program Strategy and Purposes

JAG funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice for any one or more of the following purpose areas:

1. Law enforcement programs
2. Prosecution and court programs
3. Prevention and education programs
4. Corrections and community corrections programs
5. Drug treatment and enforcement programs
6. Planning, evaluation, and technology improvement programs
7. Crime victim and witness programs (other than compensation) and
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

Application Deadline

Agencies that wish to apply for these funds are required to submit the completed application and supporting documents by the **application deadline of 4:00 p.m. on Friday, May 21, 2021** to Osceola County Human Services, 1392 E. Vine Street, Kissimmee, Florida 34744. Questions regarding this funding opportunity must be submitted in writing and emailed to grants2@osceola.org.

Application Submission Requirements

- 1) One original signed grant application and one copy of the Power Point presentation
Deliver to: Attn: Dexter Westbrook II/Grants Compliance Analyst
Osceola County Human Services
1392 E. Vine Street
Kissimmee, Florida 34744
- 2) An electronic version of your application and Power Point presentation should be e-mailed to:
grants2@osceola.org.
- 3) Presentation to the Substance Abuse Policy Advisory Board (SAPAB) on:
Wednesday, June 2, 2021.

In order for an application to be considered complete, it must contain the following sections and attachments:

- Section I:** Cover Sheet - Signed by an authorized Executive Officer for the agency
Section II: General Project Information - including: Project Title; Problem Identification; Project Summary/ Scope of Work; and Timeline
Section III: Budget Narrative, Project Budget, and Budget Section Questions
Attachment I Project Presentation - PowerPoint format attached

***Please note that a separate application and presentation are required for each project being proposed.**

Project Presentation

Presentation must adhere to the attached format. Presentations will be limited to seven (7) minutes, not including time required to respond to questions from the Substance Abuse Policy Advisory Board members.

Project Presentation to SAPAB Members

SAPAB will review project grant funding proposals and presentations on **Wednesday, June 2, 2021** at Osceola County Human Services Department, located at 1392 E. Vine Street, Kissimmee, Florida 34744.

SAPAB Project Recommendation(s)

In the event the SAPAB recommendation for funding differs from the submitted application, the applying agency is responsible for submitting a revised application within the requested time frame to ensure a timely submission to FDLE. A hard copy of the revised application including the adjustment to the project budget must be resubmitted no later than **Wednesday, June 9, 2021**, and emailed to the Grants Analyst at **grants2@osceola.org.**

Match Requirements

JAG does not have a match requirement.

Grant Term

JAG awards are typically for a period not to exceed twelve months, beginning on October 1st and ending on September 30th. Projects approved for funding must be implemented and funds expended within this time frame, extensions beyond September 30, 2022 expiration date will not be considered at time of application.

Prohibited Uses

JAG funds cannot be used directly or indirectly for security enhancements or equipment to non-governmental entities not engaged in Criminal Justice or Public Safety. JAG funds may not be used to supplant state or local funds; this includes overtime pay, uniforms, clothing allowances, etc. for a given activity. Items listed below are strictly prohibited and cannot be approved for JAG programs under any circumstances as per Executive Order 13688 on Federal Support for Local Law Equipment Acquisition:

- 1) Tracked armored vehicles
- 2) Weaponized aircraft, vessels and vehicles of any kind
- 3) Firearms and/or ammunition with a caliber of .50 or higher
- 4) Grenade launchers
- 5) Bayonets
- 6) Camouflage Uniforms (digital pattern) – woodland and desert patterns are allowable based on operational needs. Camouflage may not be worn in urban or populous areas.

Under extraordinary and exigent circumstances, the USDOJ, Bureau of Justice Assistance (BJA) may allow the following items to be procured with JAG funds so long as prior approval is obtained from BJA:

- 1) Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicle (UAV)- to utilize JAG funds for UAS, UA, and/or UAV purchases award recipients must adhere to the UAS Guidance found here: <https://www.bja.gov/Publications/BJA-UAS-Guidance.pdf>
- 2) Armored Vehicles (wheeled)
- 3) Command and/or Control Vehicles (bus, recreational vehicle, etc.)*
- 4) *Boats
- 5) *Tactical and/or passenger SUVs, vans, trucks, and sedans (excluding SUVs and sedans that are used for police patrol)
- 6) Manned aircraft, fixed and/or rotary wing
- 7) Specialized firearms and ammunition under .50 caliber (excludes firearms/ammunition for routine duties)
- 8) Breaching Apparatus (battering ram or similar entry device)
- 9) Riot helmets, shields and/or batons (excluding service-issued telescopic or fixed length straight batons)
- 10) Explosives and pyrotechnics
- 11) Luxury items and real estate
- 12) Construction Projects (other than penal/correctional institutions)
- 13) *Segway, ATV, and golf cart (non-police patrol)

*Controlled Expenditure request is required if the vehicle is not being used in the ordinary course by police forces in the United States for patrol activities. Additionally, Segway's, ATVs and golf carts never require a controlled expenditure request in states which do not require licensing and registration for those vehicle types.

If an agency wishes to use JAG funds for a controlled item and/or project at the time of application, the agency must submit a letter with their application. The letter must be in their agency's letterhead, from the chief official, should be addressed to the FDLE OCJG Bureau Chief and address or include an enclosure with all elements outlined in the JAG controlled expenditures justification template. For a list of controlled expenditures and the 11 elements that must be addressed in the letter, please visit: <https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf>.

Osceola Board of County Commissioners
Edward Byrne Memorial Justice Assistance Grant - Countywide (JAGC)
Fiscal Year 2020
Section I- Cover Sheet

Implementing Agency: _____

Project Title: _____

**Project
Manager/Contact:** _____

Address: _____

City, State, Zip Code: _____

E-mail Address: _____

Telephone: _____ Fax: _____

Chief Executive Officer: _____
Name/Title

Address: _____

City, State, Zip Code: _____

E-mail Address: _____

Telephone: _____ Fax: _____

Total Funding Request: \$ _____

Proposed

Implementation Plan

Start date: October 1, 2021

End Date: September 30, 2022

Chief Executive Officer: _____ **Date:** _____

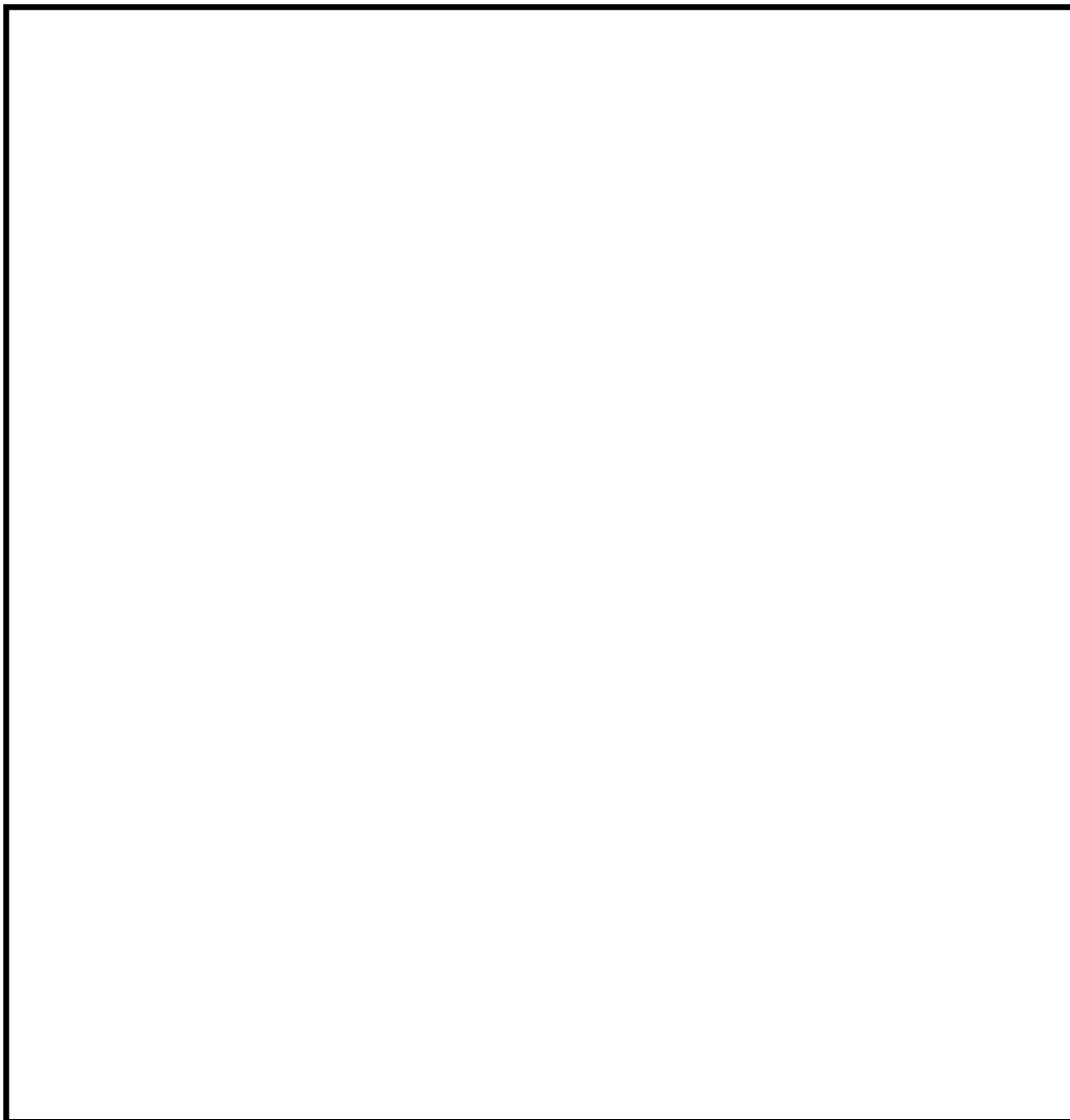
Print Name: _____

Title: _____

Project Summary/Scope of Work (7,000-character limit)

The Project Summary is a brief description of how the proposed project will focus on the problem. Be sure to address any of the following items that are relevant to your project:

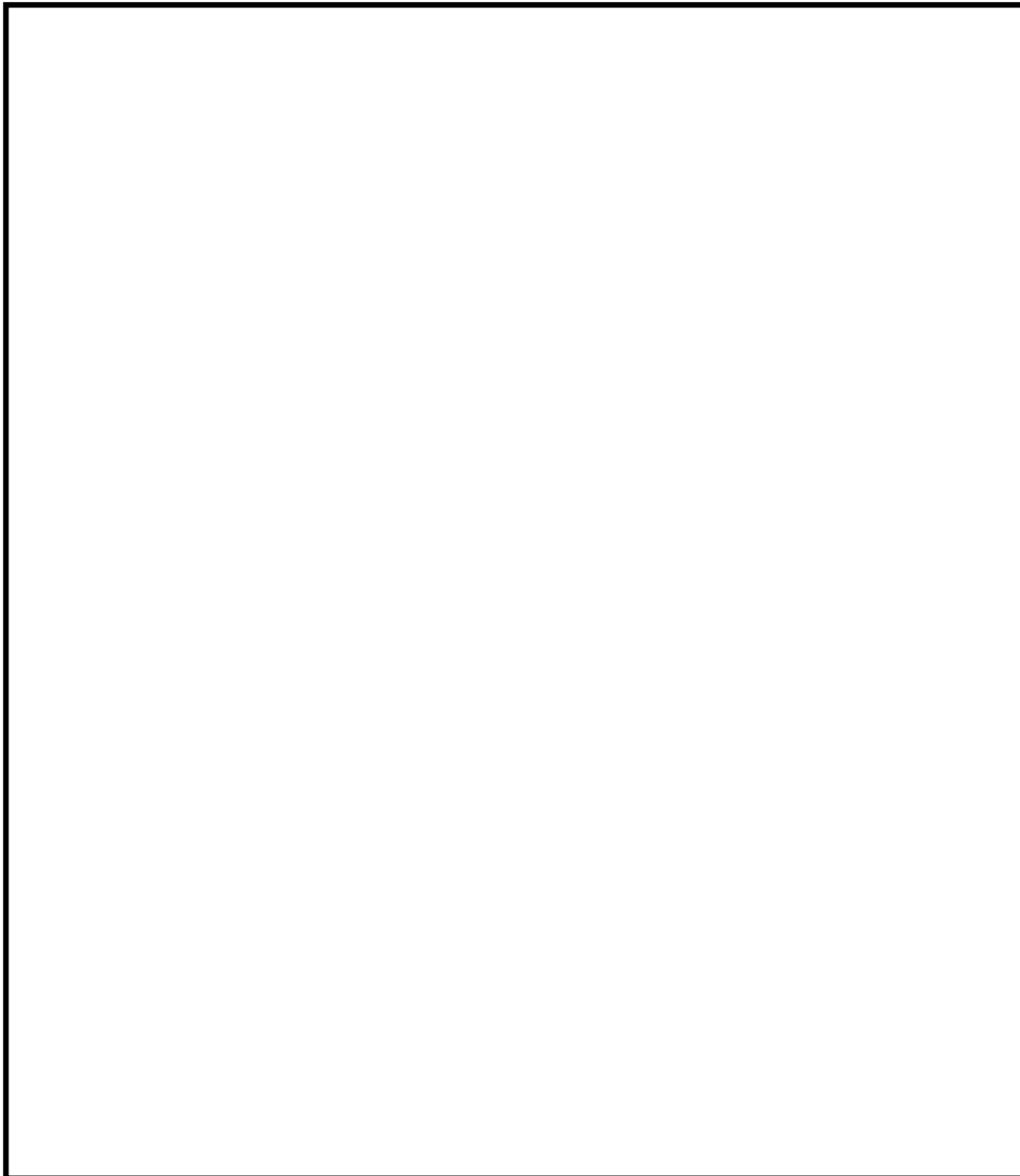
- What will your project accomplish?
- Who will receive services? (Participants must be involved with the criminal justice system.)
- Who will provide services?
- What other agencies will participate? For a multi-jurisdictional task force, provide a copy of the task force agreement. The agreement must address how assets will be divided if the task force is disbanded.
- If your project includes significant equipment purchases, describe the equipment to be purchased and how it will be used in project operations.
- State what documentation will be provided to document variables.
- Do NOT use brand or model names and do NOT include quantities or dollar amounts.
- Give a general description of costs to be covered by grant funds.



Performance Measures and Goals (500-character limit)

Projects funded by the JAG program are required to report progress on meeting accomplishments according to performance measures set by the U.S. Department of Justice. Agencies will be required to report on meeting outcomes and goals on a quarterly basis, and the specific details of the report will vary according to the program being funded. The USDOJ has revised the performance measures for projects that will begin after October 1, 2019, and agencies selected for funding will receive additional training in those requirements after acceptance of the application by FDLE. For the purpose of this application, please provide answers to the following:

Please briefly describe what your program's accomplishments will be. Also, include any benefits or changes to be observed as a result of JAG-funded activities, such as program completion, or changes in attitudes, skills, knowledge, or conditions.

A large, empty rectangular box with a black border, intended for the user to provide a response to the prompt above it. The box is currently blank.

Section III- Budget Narrative

Budget Narrative

Provide a descriptive narrative of the specific project expenses related to your application. Enter the specific type of items to be purchased and the associated costs. Provide sufficient detail to demonstrate a relationship to the scope outlined in "Section 2- General Project Information". Identify any equipment or supplies to be purchased by a general name description; do not use brand or model numbers in your narrative.

The Budget Narrative should include budget category; description of items or services purchased for each budget category; unit cost per item; total costs; source and availability of leverage funds.

The Budget Narrative must reflect all costs associated with the project, including grant funded and leverage funds and the total project cost must be provided. If the total project cost will exceed the available grant funding, include a statement that all costs in excess of the approved grant budget will be the responsibility by the agency.

Project Budget

Fill in the following table with totals by expense category:

Budget Category	<i>Grant</i>	<i>Leverage</i>	<i>Total</i>
Salaries and Benefits*			
Contractual Services			
Expenses*			
Operating Capital Outlay*			
Indirect Costs**			
Totals			

**Not applicable for non-profit organizations*

***Indirect costs are not assignable to a particular project and are only an allowable expense if applicant has a current indirect cost plan approved by the U.S. Department of Justice.*

Budget Section Questions: Provide responses to the following questions:

1. Will this project earn project generated income (PGI)? Yes ___ No___
2. If salaries and benefits are included in the budget as actual costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the previous Byrne program?
3. If benefits are to be included, are they reflected in the budget narrative?
4. If indirect cost is included in the budget, indicate the basis for the plan, and provide documentation of the appropriate approval of this plan.
5. If the budget includes services based on unit costs, provide a definition and cost for each service as part of the budget narrative for contractual services. Include the basis for the unit costs and how recently the basis was established or updated.

ITEM 7.C

THIRD AMENDMENT TO THE HOME PROJECT AGREEMENT BETWEEN THE CITY OF KISSIMMEE AND OSCEOLA COUNCIL ON AGING, INC. AND KISSIMMEE OAKS HOUSING I, INC. - OAKS LEAF LANDINGS APARTMENTS

Request

To approve the Third Amendment to the HOME Project Agreement between the City of Kissimmee and the developer and owner of the Oak Leaf Landings Apartments.

Explanation

The original HOME Project Agreement between the City of Kissimmee and Osceola Council on Aging, Inc. (developer) and Kissimmee Oaks Housing I, Inc. (owner) was approved by the City Commission on October 15, 2019 to rehabilitate the Oak Leaf Landings Apartments which consists of 50 units for the elderly. Originally the Council on Aging approached the City requesting \$139,188 to replace the flooring in common areas, replace the windows, and pave the parking lot. The City entered into a HOME project agreement with the developer and the owner and only awarded \$92,254 because the full amount of requested funds was not available at the time. The deadline to spend the funds was set for June 30, 2021.

A few months later, when additional funds became available, the City executed an amendment to increase the funding to \$139,188. This was the first amendment to the HOME Project Agreement. The deadline to spend the funds stayed the same - June 30, 2021.

On November 3, 2020, Council on Aging approached the City to request an additional \$20,247 to install new cabinets, countertops, and appliances in the community kitchen. The City approved to increase the award from \$139,188 to \$159,435. This was the second amendment to the HOME Project Agreement. The deadline to spend the funds stayed the same - June 30, 2021.

Unfortunately this project has encountered some construction delays and the work has not been completed as expected. Nationwide, the construction industry is experiencing delays due to the shortage in materials amid COVID 19 pandemic. Thus, Council on Aging has requested an extension of their expenditure deadline. Staff is recommending to extend the expenditure deadline from June 30, 2021 to December 31, 2021.

Recommendation

Approve the Third Amendment to the HOME Project Agreement between the City of Kissimmee and the developer and owner of the Oak Leaf Landings Apartments.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. Third Amended Project Agreement Oak Leaf Landings

**THIRD AMENDMENT TO THE HOME PROGRAM AGREEMENT BETWEEN
THE CITY OF KISSIMMEE AND OSCEOLA COUNCIL ON AGING, INC. AND
KISSIMMEE OAKS HOUSING I, INC., DBA OAK LEAF LANDINGS
OAK LEAF LANDINGS APARTMENTS**

This **Third Amendment to the HOME Program Agreement** (hereinafter referred to as the “Third Amended Agreement”) is entered into on June 15, 2021, by and between the **City of Kissimmee**, a Florida municipal corporation with a principal address of 101 Church Street, Florida 34741 (hereinafter referred to as “City”), **Osceola Council on Aging**, a Florida not for profit organization, with a principal address of 700 Generation Point, Kissimmee, Florida 34744 (hereinafter referred to as “Developer”), and **Kissimmee Oaks Housing I Inc., DBA Oak Leaf Landings**, with a principal address of 2350 N. Central Avenue, Kissimmee, Florida 34741 (hereinafter referred to as “Owner”).

WITNESSETH:

WHEREAS, on October 15, 2019 City, Developer, and Owner entered into HOME Program Agreement Between the City of Kissimmee and Osceola County on Aging, Inc. and Kissimmee Oaks Housing I, Inc., d/b/a Oak Leaf Landings Oak Leaf Landings Apartments (Original Agreement); and

WHEREAS, on February 18, 2020 the parties entered into the First Amended Home Program Agreement Between the City of Kissimmee and Osceola Council on Aging, Inc. and Kissimmee Oaks Housing I, INC., DBA Oak Leaf Landings Oak Leaf Landings Apartments for additional funding in the amount of Forty-Six Thousand Nine Hundred Thirty-Four Dollars (\$46,934.00); and

WHEREAS, on November 3, 2020, the City Commission approved to provide an additional Twenty Thousand Two Hundred Forty-Seven Dollars (\$20,247.00) to install new cabinets, countertops, and appliances in the community kitchen;

WHEREAS, the construction material shortages due to COVID-19 has created a backlog making it impossible to meet schedule requirements; and

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

1. All references in the Original Agreement, First and Second Amended Agreements to the expenditure deadline of June 30, 2021 shall be amended to December 31, 2021.
2. All other provisions of the Original Agreement remain in full force and effect.

The rest of this page is intentionally left blank.

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

Signed in the presence of two witnesses:

DEVELOPER

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

Signature

Print Name: _____

By: _____

Signature

Name: _____

Print Name: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Osceola Council on Aging, Inc., a Florida not for profit agency. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

Signed in the presence of two witnesses:

OWNER

**Kissimmee Oaks Housing I, Inc., DBA
Oak Leaf Landings,** a subsidiary
organization

Signature

Print Name: _____

By: _____

Signature

Name: _____

Print Name: _____

Title: _____

CORPORATE ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING was acknowledged before me this _____ day of _____, 2021 by _____, as _____ of Kissimmee Oaks Landings I, Inc., DBA Oak Leaf Landings, a subsidiary organization. He/She ☐ is personally known to me or ☐ who has produced _____ as identification.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

ATTEST:

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

By: _____
Linda Hansell, City Clerk

By: _____
Mayor
Date: _____

ITEM 7.D**AMENDMENT TO THE CONSORTIUM PROJECT AGREEMENT BETWEEN OSCEOLA COUNTY AND THE CITY OF KISSIMMEE - OAKS LEAF LANDINGS APARTMENTS****Request**

To approve the Amendment to the Consortium Project Agreement between Osceola County and the City of Kissimmee for the rehabilitation of the Oak Leaf Landings Apartments.

Explanation

As a member of the Osceola County HOME Consortium, the City of Kissimmee receives HOME funds in order to carry out eligible activities. Each time the City awards HOME funds to a project, the City is required to enter into an agreement with Osceola County (Consortium lead agency) to describe how the City intends to use the HOME funds on the particular project. The agreement, known as the Consortium Project Agreement, provides information about the project and outlines all of the specific project requirements. This is in addition to the required HOME Project Agreement with the developer/owner.

The Consortium Project Agreement for the Oak Leaf Landings Apartments in the amount of \$92,254 was initially approved by the Commission and executed by the County on October 25, 2019 to rehabilitate the 50 unit elderly housing complex. The City amended the original Consortium Project Agreement with Osceola County to account for additional funding awarded to the project in the amount of \$67,181. Even though these changes were adopted by the City in two separate amendments to the original HOME Project Agreement between the City, the developer, and the owner, these amendments were combined into one amendment to the Consortium Project Agreement approved by the Commission on November 3, 2020.

Now since the City is amending for the third time the Oaks Leaf Landings Project Agreement with the developer and the owner (see Item 7.C) to extend the term from June 30, 2021 to December 31, 2021, the HOME Consortium Agreement for Oak Leaf Landings must also be amended. This is the second time the HOME Consortium Agreement is amended.

Recommendation

Approve the Amendment to the Consortium Project Agreement between Osceola County and the City of Kissimmee for the rehabilitation of the Oak Leaf Landings Apartments.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

Presenter:

Attachment(s):

1. Consortium Agreement (Second Amendment) Oak Leaf Landings

**SECOND AMENDMENT TO THE OSCEOLA HOME CONSORTIUM
PROJECT AGREEMENT BETWEEN OSCEOLA COUNTY AND
THE CITY OF KISSIMMEE
OAK LEAF LANDINGS APARTMENTS**

This **SECOND AMENDMENT TO THE OSCEOLA HOME CONSORTIUM PROJECT AGREEMENT** (hereinafter referred to as the "First Amended Agreement") is entered into on _____, 2021, by and between the OSCEOLA COUNTY, a political subdivision of the state of Florida, hereinafter referred to as the "COUNTY", and the CITY OF KISSIMMEE, a municipality, hereinafter referred to as the "CITY".

WITNESSETH:

WHEREAS, on October 25, 2019, Osceola County and the City of Kissimmee entered into the Osceola HOME Consortium Project Agreement between Osceola County and the City of Kissimmee Oak Leaf Landings Apartments (Original Agreement) for the rehabilitation of fifty (50) units in the amount of Ninety-Two Thousand Two Hundred Fifty-Four Dollars (\$92,254.00) of CHDO Set Aside HOME funds;

WHEREAS, the funding for this project increased as a result of two subsequent amendments made to the project agreement between the City and the Osceola Council on Aging (developer) and Kissimmee Oaks Housing I, Inc. (owner): the first dated February 18, 2020 increased the allocation by Forty-Six Thousand Nine Hundred Thirty-Four Dollars (\$46,934.00) and the second dated November 3, 2020 increased the total allocation by Twenty Thousand Two Hundred Forty-Seven Dollars (\$20,247.00); and

WHEREAS, the City has agreed to extend the project term because the construction work has been delayed due to high demand and shortage of materials.

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

1. All references in the Original Agreement and the First Amendment to the expenditure deadline of June 30, 2021 shall be amended to December 31, 2021.
2. All other provisions of the Original Agreement remain in full force and effect.

The rest of this page is intentionally left blank.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Second Amendment to the Original Agreement effective the ____ day of _____, 2021.

**BOARD OF COUNTY COMMISSIONERS
OSCEOLA COUNTY, FLORIDA**

By: _____

County Manager/Designee

Print: _____

Date: _____

CITY OF KISSIMMEE

By: _____

Title: _____

Print: _____

Date: _____

ATTEST:

By: _____

Linda Hansell, City Clerk

ITEM 7.E**STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) PROGRAM BUDGET TRANSFER****Request**

Approval of a budget transfer in the amount of \$100,088 from the 2017-2018 SHIP Fund to the 2018-2019 SHIP Fund.

Explanation

The State Housing Initiative Partnerships (SHIP) program requires local governments close out fiscal years. Any revenue remaining in a SHIP account must be transferred to the subsequent SHIP fiscal year and will become part of the next budget year.

There is \$100,088 remaining in the 2017-2018 SHIP fund; therefore, this amount must be transferred to the 2018-2019 SHIP fund. These monies will be used to fund an owner occupied rehabilitation project.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11225108-503434	11218	Decrease	\$100,088	
11225108-508282	11219	Increase	\$100,088	

Financial Summary:

There is no fiscal impact to the General Fund since all monies to be transferred are within the SHIP program.

Recommendation

Staff recommends approval of a budget transfer in the amount of \$100,088 from the 2017-2018 SHIP Fund to the 2018-2019 SHIP Fund.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services

City of Kissimmee

Presenter:

Attachment(s):

None

ITEM 7.F

AUTHORIZATION TO SUBMIT APPLICATION FOR THE 2021 BULLETPROOF VEST PARTNERSHIP GRANT FROM THE UNITED STATES DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

Request

Authorization to submit an application for the 2021 Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice Programs.

Explanation

The City is eligible to submit a request for \$24,780 via the Fiscal Year 2022-2023 Bulletproof Vest Partnership Grant from the United States Department of Justice Office of Justice Programs. These monies will be allocated for the partial funding of bulletproof vests as outlined in the grant application. The balance of the monies needed for the remainder of the bulletproof vests will continue to come from Police Department's budget in the General Fund.

Recommendation

Staff recommends authorization to submit the required application for the 2021 Bulletproof Vest Partnership Grant from the United States Department of Justice Office of Justice Programs.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Police

Presenter:

Attachment(s):

1. BVP 2021 Application

 An official website of the United States government, Department of Justice.
[Here's how you know](#)



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS

[Home](#) / [Patrick Leahy Bulletproof Vest Partnership](#)

Patrick Leahy Bulletproof Vest Partnership

Notice: Critical Program Information (Click here.)

Overview



The Patrick Leahy Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998 is a unique U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement.

ONE MILLION VESTS: Since 1999, the BVP program has awarded more than 13,000 jurisdictions a total of \$522 million in federal funds for the purchase of over one million vests (1,441,013) as of November 2020.

NEW: The Bureau of Justice Assistance (BJA) is pleased to announce the Fiscal Year (FY) 2021 BVP application funding period. **Applications for FY 2021 BVP funds will be accepted beginning April 29, 2021. All applications must be submitted online by 6:00 p.m. (Eastern Time), June 14, 2021. A SAM registration is required for 2021 BVP applicants.**

[Login to Apply](#)

[Top](#)

NEW: The Fiscal Year 2020 BVP awards have been announced. See the complete list of [FY 2020 BVP awards](#).

System for Award Management (SAM) Registration Requirement: Jurisdictions must be registered in SAM in order to receive access to FY 2018-2020 BVP award funds.

Jurisdictions not registered with SAM are strongly encouraged to access the SAM website at <https://www.sam.gov/SAM/> as soon as possible in order to obtain information on and complete the online SAM registration process. For more information about renewing and updating your existing SAM registration, or registering in SAM as a new entity, please visit https://fsd.gov/fsd-gov/answer.do?sysparm_number=KB0011081. The SAM Helpdesk can be reached at 866-606-8220.

Documentation Requirement: Grantees are required to keep documentation to support the BVP vest application and payment requests for at least a three year period.

Other Federal Funds: Justice Assistance Grant (JAG) funds or other federal funding sources may not be used to pay for that portion of the bullet proof vest (50%) that is not covered by BVP funds. JAG or other federal funds may be used to purchase vests for an agency, but they may not be used as the 50% match for BVP purposes.

Uniquely Fitted Armor Vest Requirement - Jurisdictions receiving funding for reimbursement of body armor purchases must have in place a uniquely fitted vest requirement when the FY 2019 BVP applications are submitted.

In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of: 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer. In support of the Office of Justice Programs' efforts to improve officer safety, the American Society for Testing and Materials (ASTM) International has made available the *Standard Practice for Body Armor Wearer Measurement and Fitting of Armor* ([Active Standard ASTM E3003](#)) available at no cost. [The Personal Armor Fit Assessment checklist](#), is excerpted from ASTM E3003.

In addition, a certification section has been added to the 2019 application (in the BVP s Top) stating the jurisdictions and law enforcement agency are aware of and will comply with this

requirement.

[NEW! UPDATED Mandatory Wear FAQs](#)

Following two years of declining law enforcement officer line-of-duty deaths, the country realized a dramatic 37 percent increase in officer deaths in 2010. Fifty-nine of the 160 officers killed in 2010 were shot during violent encounters; a 20 percent increase over 2009 numbers. The U.S. Department of Justice is committed to improving officer safety and has undertaken research to review and analyze violent encounters and law enforcement officer deaths and injuries. Due to the increase in the number of law enforcement officer deaths, coupled with our renewed efforts to improve officer safety, beginning with FY 2011, in order to receive BVP funds, jurisdictions must certify, during the application process, that all law enforcement agencies benefitting from the BVP Program have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any FY 2011 funding can be used by the agency. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. BJA strongly encourages agencies to consult the International Association of Chiefs of Police's Model Policy on Body Armor and to strongly consider all recommendations within that policy. This policy change was announced in October 2010 by Attorney General Holder after consulting with and receiving input from the law enforcement community.

The IACP has very generously provided both its Body Armor Model Policy and position paper to the BVP program. In order to obtain a copy of the Model Policy and position paper, jurisdictions must be registered with the BVP program. To obtain a copy of the Model Policy, contact the BVP Customer Support Center at 1-877-758-3787 or email vests@usdoj.gov.

For additional information regarding this new BVP program requirement, click [here](#).

NIJ Advisory and Safety Notices

[Current National Institute of Justice Body Armor Standard 0101.06](#)

[NIJ Certification Mark](#)

[NIJ Body Armor Standard 0101.06 Vest List](#)

[NIJ Selection and Application Guide 0101.06 to Ballistic-Resistant Body Armor](#)

Body Armor Labels: When In Doubt Check It Out ([Click here for additional information](#))

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Closed NIJ Advisory Notices and Safety Notices

1-16-20: NIJ Advisory Notice:

- [Survival Armor, Inc model TKU-FEM-IIIA](#)

1-7-20: NIJ Safety Notice:

- [Hesco Armor, Inc., model 3610](#)

6-18-19: NIJ Advisory Notice:

- [Power Hit S.A. de C.V. model – PHXP](#)

6-3-19: NIJ Advisory Notice:

- [Hesco model - 3610](#)

2-27-19: NIJ Advisory Notice

- [Craig International Ballistics, model CIB-XP-IIIA](#)

12-10-18: NIJ Advisory Notice

- [NIJ Advisory Notice Hardwire, LLC model – HW-LWP-III](#)

11-29-18: NIJ Safety Notice #01-2018:

- [Pacific Safety Products Ballistic Body Armor Model GPAll-2-F4 \(November 29, 2018\).](#)

5-17-16: NIJ Safety Notice #1-2016

- [Pacific Safety Products model – GPBII-3-F2 \(May 17, 2016\).](#)

5-5-17: NIJ Safety Notice

- [Angel Armor Ballistic Body Armor Model Rise, Premium, Female, II](#)

10-13-15: NIJ Safety Notice

- [Paraclete model – LXIIIA-1](#)
- [Gall's model – LXIIIA-1](#)
- [PACA model – LXIIIA-1](#)
- [Protective Products model – LXIIIA-1](#)
- [Point Blank Body Armor model – LXIIIA-1](#)
- [Paraclete model – LXIIIAF-1](#)
- [Gall's model – LXIIIAF-1](#)
- [PACA model – LXIIIAF-1](#)

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- [Protective Products model – LXIIIAF-1](#)
- [Point Blank Body Armor model – LXIIIAF-1](#)

Previous National Institute of Justice Body Armor Alerts

2-25-16: NIJ Advisory Notice

- [PACA model – CIIIA-2](#)
- [Galls model – CIIIA-2](#)
- [Point Blank Enterprises model – CIIIA-2](#)

9-15-15: NIJ Advisory Notice

- [U.S. Armor Corporation model - 5226](#)

8-27-15: NIJ Advisory Notice

- [Central Lake Express model - SERFG-B-II](#)

10-24-13: NIJ Advisory Notice

- [Safariland, LLC Models BA-2000S-HP02F and BA-2000S-SX01F](#)
- [American Body Armor Models BA-2000S-HP02F and BA-2000S-SX01F](#)
- [Second Chance Models BA-2000S-HP02F](#)

6-28-13: NIJ Advisory Notice

- [Safariland, model 2220-1](#)

6-13-13: NIJ Advisory Notice

- [Pacific Safety Products Inc. Ballistic Body Armor Model 06UG2A8H](#)

4-17-13: NIJ Safety Notice

- [Point Blank Body Armor, model CB-S2-BII](#)
- [Point Blank Body Armor, model CB-S3-BIIIA-2](#)

[Body Armor Safety Initiative Archive](#)

**All media contacts should be directed to the [Office of Justice Programs, Office of Communications](#).

For immediate assistance, please call us toll-free at 1-877-758-3787. You may also reach us by email at vests@usdoj.gov

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Latest Advisories

1-19-21: NIJ Advisory Notice: [Safariland, LLC. – Model NS02-2020S-ME](#)

12-4-20: NIJ Advisory Notice [Beijing V-Great International Co., Ltd. model – VGNIJ3A-2](#)

6-11-20: NIJ Advisory Notice: [Survival Armor, Inc model TKU-FEM-IIIA](#)

1-7-20: NIJ Safety Notice: [Hesco Armor, Inc., model 3610](#)

6-18-19: NIJ Advisory Notice: [Power Hit S.A. de C.V. model – PHXP](#)



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Top

AGENCY INFORMATION

Instructions: Before selecting save, please be sure to update the officer count as well as the population of the jurisdiction to the latest available data. This information is important for the BVP application and must be accurate to ensure correct award amounts.

[Application Profile](#)[Application](#)[NIJ Approved Vests](#)[Submit Application](#)

AGENCY INFORMATION

Name: KISSIMMEE CITY

Agency Type: City/Municipality

Government ID Number: 102049001

*** Tax Payer ID Number:** 

9 Digit DUNS: 070481952

DUNS 4:

Number of Existing Population: 74800

*** Number of Current
Population:** 

**Total Number of Officers from
Application:** 0

Number of Existing Full Time 150

Officers:**Number of Existing Part Time** 0**Officers:***** Number of Current Full
Time Officers:***** Number of Current Part
Time Officers:****OFFICE ADDRESS***** Address Line 1:**

101 CHURCH STREET

Address Line 2:*** City:**

KISSIMMEE

State:

FL

*** Zip:**

34741-5054

By selecting 'Save', I certify that the population, banking and officer data provided in this BVP application are in keeping with all BVP program and statutory requirements. I further understand that inaccurate, misleading, or fraudulent information provided on this form may result in various sanctions or corrective actions, including the application being disapproved, the award amount being recalculated, or awarded funds being returned to DOJ.

CANCEL

SAVE

AGENCY CONTACTS

Please verify your agency contact information.

Note: The role of Primary Point of Contact (POC) is critical to the success of this program. The POC will be required to review and approve the online application and all requests for payment. You will also be making various assurances and certifications with respect to key program guidelines and requirements. **If you feel these responsibilities exceed your authority, please STOP at this point and resume once your authority has been more clearly established.** If you are the Chief Executive, then you will also be acting as the Primary Point of Contact for your jurisdiction.

- o Successfully Updated Agency



ASSOCIATED USER INFORMATION [HIDE](#)

Name ⬆	User Id ⬆	Phone Number	Email ⬆	Status ⬆
Roy Nava	mava@kissimmee.org	(407) 518- 2236	mava@kissimmee.org	Associated

CONTACTS

Chief Executive Officer

* First Name:

Michael

* Last Name:

Steigerwald

*** E-mail:**

MIKE.STEIGERWALD@kissimmee.gov

Fax:

(407) 846-8369

*** Phone:**

(407) 518-2300

 Chief Financial Officer*** First Name:**

Amy S.

*** Last Name:**

Ady

*** E-mail:**

AMY.ADY@kissimmee.gov

Fax:

(407) 518-2208

*** Phone:**

(407) 518-2220

 Point of Contact*** First Name:**

Roy

*** Last Name:**

Nava

*** E-mail:**

roy.nava@kissimmee.gov

Fax:

(407) 518-2208

*** Phone:**

(407) 518-2236

OFFICE ADDRESS

*** Address Line 1:**

101 Church Street, 4th Floor

Address Line 2:

City of Kissimmee Finance Department

County:*** City:**

Kissimmee

*** State:**

FL ▼

*** Zip:**

34741-5054

CANCEL

SAVE

APPLICATION PROFILE



Application Profile



Application



NIJ Approved Vests



Submit Application

Please enter your application profile information.

APPLICATION PROFILE

Vest Replacement Cycle:

Under normal conditions, the number of years you allow an officer to wear body armor before it is replaced. 5

Number of Emergency Replacement Needs:

Number of Emergency Replacement Needs cover vests that are potentially defective, vests that have been lost, stolen, or damaged, and vests needed as a result of unanticipated Number of Officer Turnover occurring within the last 3 to 6 months. It DOES NOT include tactical vests or routine agency needs for new or replacement vests unless those vests contain Zylon® and must be replaced immediately.

* Number of Stolen or Damaged

* Number of Officer Turnover

Required fields are denoted by *.

SAVE

CANCEL

SEARCH FOR VESTS

[Application Profile](#)[Application](#)[NIJ Approved Vests](#)[Submit Application](#)

You may search the vest catalog by any single or combination of criteria below. Remember, the more criteria you search by, the more specific your search results will be. Because of the large number of vests in this catalog, we recommend that you use at least one search criteria such as threat level or manufacturer name.

SEARCH FOR BALLISTIC VEST

[Manufacturer
Name](#)

4M Systems a.s.
ALPHATEC INDUSTRIES LTD
AR500 Armor
ARMOR AUSTRALIA PTY LIMITED
ASPETTO Armor
AT Armor LLC
ATEK Defense Systems
ATT Tactical

[Vest Type](#)

Choose Threat Level:
☒ All ☐ I ☐ II-A ☐ II ☐ III-A ☐ III ☐ IV ☐ Special

[Gender](#)

☒ All ☐ Male ☐ Female ☐ Neutral

SEARCH FOR BALLISTIC VEST

SEARCH FOR STAB VEST

[Manufacturer Name](#)

American Body Armor, LLC
Applied Fiber Concepts
Armor Express, Inc.
ArmorShield USA
ArmorWorks Canada, Inc.
ArmorWorks, Inc.
Be Safe International
Composite Armor Services LLC

[Vest Type](#)

Choose Protection Class:

☒ **All** ☐ **Spike** ☐ **Edged Blade**

[Gender](#)

☒ **All** ☐ **Male** ☐ **Female** ☐ **Neutral**

SEARCH FOR STAB VEST

ADD VESTS

Application Profile

Application

NIJ Approved Vests

Submit Application

Please enter how many vests you would like to add to your application and the costs associated with them.

Manufacturer Name	Point Blank Body Armor
Vest Model Name	AXII
Threat Level	II
Gender	M

ADD VESTS TO APPLICATION

Quantity	Unit Price 	Tax, Shipping & Handling Costs
		0
ADD TO APPLICATION		

ITEM 7.G**EXECUTION OF OWNER-OCCUPIED REHABILITATION AGREEMENT FOR 305 TARPON STREET****Request**

Approval to execute the State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Construction Agreement between the City of Kissimmee, Habitat for Humanity of Greater Orlando and Osceola County, and Mary A. Wells - 305 Tarpon Street.

Explanation

Mary A. Wells, homeowner of the property located at 305 Tarpon Street, has been qualified and meets all of the requirements of the City's Owner Occupied Rehabilitation Program. The approved general contractor for the City's program, Habitat for Humanity of Greater Orlando and Osceola County (Habitat), has inspected the home and determined that the house is in disrepair and a substantial rehabilitation is required. In January 2020 (pre-COVID), Habitat provided a construction estimate of \$107,800. However, it is expected that this cost is going to increase since construction costs have risen within the last year due to COVID-19. The City currently has a regular Owner Occupied Rehabilitation Program with a maximum limit of \$70,000 and a Demolition and Reconstruction Program with a maximum award of \$165,000. The rehabilitation work on this property falls in between these two programs since the house needs more improvements than what a regular rehabilitation requires. The house is built from concrete; therefore, it does not need to be completely demolished. Habitat proposes to demolish the internal structure of the house and reconstruct as necessary.

Habitat is updating its construction estimate; however, in order to commit the funds and meet program deadlines, \$120,884 has been set aside to complete the project. A maximum of \$119,384 will be used for the construction work and \$1,500 to pay for closing costs. The amount of the mortgage will be adjusted accordingly if the rehab cost and/or the closing cost ends up being less when the job is completed.

Per the program's guidelines, a deferred mortgage in the amount of \$120,884 (\$119,384 + \$1,500) will be recorded and remain on the property for a period of 30 years. Default on the loan during those 30 years will occur if: (1) the property goes into foreclosure; (2) death of all recipients on the mortgage; (3) rental of property; (4) sale of property prior to the ten (10) year anniversary of closing on property; or (5) cash equity is taken out within the ten (10) year loan term. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence.

The rehabilitation of this property is being funded by the State Housing Initiatives Partnership (SHIP) program. Funds from SHIP FY 2018-2019 are being used to pay for this project. While the normal expenditure deadline is June 30, 2021, the state granted the City an extension to the expenditure deadline and completion of the project until September 30, 2021.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
11225108-508282	11219	Decrease	\$120,884	\$120,884

Financial Summary:

There is no fiscal impact to the General Fund since this is a grant funded project. Monies will be available in the 11219 project based upon approval of the previous agenda item for transfer of funds from the 2017-2018 SHIP Fund to the 2018-2019 SHIP Fund.

Recommendation

Staff recommends approval to execute the State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Construction Agreement between the City of Kissimmee, Habitat for Humanity of Greater Orlando and Osceola County, and Mary A. Wells - 305 Tarpon Street.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Frances DeJesus

Attachment(s):

1. Construction Agreement - 305 Tarpon Street
2. 305 Tarpon St Proposal_HabitatforHumanity

STATE HOUSING INITIATIVES PARTNERSHIP (SHIP) HOUSING REHABILITATION CONSTRUCTION AGREEMENT

THIS AGREEMENT is made the _____ between the **MARY A. WELLS** residing at 305 Tarpon Street, Kissimmee, Florida 34744, (the "**OWNER**"), and Habitat for Humanity of Greater Orlando and Osceola County, Inc., a Florida corporation whose address is 4116 Silver Star Road, Orlando, FL 32808 ("**HABITAT**") and the City of Kissimmee, a municipal corporation whose address is 101 Church Street Kissimmee, Florida 34741, hereinafter known as the "**CITY**."

WITNESSETH:

WHEREAS, City adopted the Local Housing Assistance Plan (LHAP) and participates in the State Housing Initiatives Program (SHIP) as well as other federal, state and local funding programs to make affordable housing available to very low income and low income citizens of the City; and

WHEREAS, City can provide a grant to qualified homeowners to make particular home repairs; and

WHEREAS, **OWNER** applied for financial assistance for the substantial rehabilitation of her primary residence through the SHIP Program, administered by the City; and

WHEREAS, **OWNER** desires to engage **HABITAT** to perform certain work at **305 Tarpon Street, Kissimmee, Florida 34744** (the "Project Address"); and

WHEREAS, the **OWNER** desires to utilize all services provided by the City of Kissimmee, in connection with said Project; and

WHEREAS, so far as this Agreement is concerned, the "City" shall mean the City of Kissimmee, acting through the Housing & Community Development Division.

NOW THEREFORE, the Parties hereto do mutually agree as follows:

Section 1. Employment of Contractors: The **OWNER** hereby engages **HABITAT** to perform the services and supply the materials (sometimes referred to as "work") set forth in this Agreement and the Exhibits described in Section 2 below.

Section 2. Scope of Services: It is understood that except as otherwise specifically stated in this Agreement, **HABITAT** shall provide and pay for all materials, labor, tools, equipment, transportation, superintendents and construction labor of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the term of this Agreement. The parties to this Agreement acknowledge and hereby agree to comply with the provisions of the following Exhibits attached hereto, all of which are made a part of this Agreement.

1. Scope of Work
2. Mortgage Deed and Promissory Note

Section 3. Certification: **OWNER** hereby certifies that she received, read, and understands the rehabilitation contract terms, the scope of work, the rehabilitation and construction process, and the services to be offered and performed on the subject property.

Section 4. OWNER Responsibilities:

a. The **OWNER** shall grant access to her property during normal business hours to all parties involved in the rehabilitation process, including **HABITAT**, anyone hired by **HABITAT** to perform services, and the City. **HABITAT** shall have easy access in and around the area of the home for operation of equipment necessary for the rehabilitation process. **OWNER** shall secure all pets at the location so as to not interfere with the construction process and allow **HABITAT** to fulfill the requirements of the Agreement. Failure to allow **HABITAT** access may result in termination of this Agreement and require repayment by the **OWNER** of all funds advanced to **HABITAT** on the **OWNER's** behalf and any additional damages **HABITAT** seeks from the City.

b. Owner shall provide **HABITAT** the use of power and water as needed to complete the repairs at no cost to **HABITAT** or City.

c. **OWNER** shall be responsible for moving personal possessions from the areas where work will be

completed. Neither **HABITAT** nor the City shall be responsible for any damage caused to **OWNER's** personal property resulting from **OWNER's** failure of removing it from the construction area. City may provide **OWNER** with a portable onsite storage container for safekeeping of belongings during construction. City and **HABITAT** are not responsible for any damage that may occur to **OWNER's** personal property due to the use of a portable onsite storage container.

d. Before any repair work begins on the property, **OWNER** shall participate in a walk-through with a representative from the City and **HABITAT** to determine:

1. Final assessment of work that will be done at the residence;
2. Contractor's work schedule at the residence;
3. Specifications, materials, and methods that will be used; and
4. Removal of debris and surplus material from the property.

e. Owner shall sign, post, and record with the Clerk of the Circuit Court and post a Notice of Commencement as required by F.S. Ch. 713.13, attached hereto as Exhibit "D," before any work under this Agreement commences.

f. Owner shall cooperate with City and **HABITAT** to achieve the goals and objectives set out in this Agreement.

Section 5. City Responsibilities:

a. City's duties under this Agreement are limited to approving the scope of work to be performed, providing final approval of the completed work, and rendering direct payment to **HABITAT** for the agreed upon repairs.

b. City represents that as of the date of this Agreement it has available, sufficient SHIP funds to make payment for the repair work in the actual amount invoiced up to but not exceed **ONE HUNDRED NINETEEN THOUSAND THREE HUNDRED EIGHTY FOUR DOLLARS AND 00/100 CENTS (\$119,384.00)** and that it will retain said funds to pay for the agreed upon repair to **OWNER'S** principal residence. **HABITAT will be paid directly from the City for the completed work.**

c. City shall not be responsible for any cost overruns in excess of the **ONE HUNDRED NINETEEN THOUSAND THREE HUNDRED EIGHTY FOUR DOLLARS AND 00/100 CENTS (\$119,384.00)** stated in subsection (b) above or for any work not expressly approved by City as set forth in Exhibit "A".

d. The City shall charge the **OWNER** an additional **ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 CENTS (\$1,500.00)** to pay for closing costs. This amount is only an estimate and it may be adjusted in the total mortgage when the work is completed.

e. City shall cooperate with **OWNER** to achieve the goals and objectives set forth in Exhibit "A".

Section 6. HABITAT'S Responsibilities:

a. **HABITAT** agrees to protect, defend, and indemnify the **OWNER** from any claims for work, labor, or materials with respect to the **HABITAT's** performance. Final payment shall not be due until **HABITAT** has delivered to City a complete release of all liens or a conditional release indicating balances owed and indemnifying the City from any further claims by any person for work completed, arising from, or related to, the **HABITAT's** performance.

b. Work and Completion Time: **HABITAT** agrees to direct, supervise and manage all labor, accept and approve materials, provide equipment, obtain permits, maintain licenses, and co-ordinate other services for the proper rehabilitation of the above identified property. All work shall be satisfactorily completed after the notice to proceed is received. All work shall be completed in a workmanlike manner according to standard practices. The estimated completion date for this project is on or about September 30, 2021, or approximately 90 days from issuance of the first City permit. **OWNER** shall continue to occupy the property during construction if feasible; therefore, reasonable operating hours shall be established between the **OWNER** and **HABITAT**.

c. Time of Commencement: **HABITAT shall not commence any work** until the City issues the written Notice to Proceed. Work shall begin no later than five (5) days after the receipt of the Notice to Proceed.

d. Contractor's Insurance: **HABITAT** shall be responsible for all damages to persons or property that occur on the job site or adjacent thereto as a result of the **HABITAT's** fault or negligence in connection with this Agreement. **HABITAT** shall, prior to commencing work, furnish evidence to the City of required comprehensive liability insurance in an amount not less than \$1,000,000.00 naming **OWNER** and City as additional insured.

e. Subcontracts: All Subcontractors shall be bound by the terms and conditions of this Agreement insofar as it applies to their work, but this shall not relieve **HABITAT** from any responsibility to the Owner for the proper completion of all work to be executed under this Agreement, and **HABITAT** shall not be released from any

responsibility resulting from all sub-contractual agreements between **HABITAT** and a third party for completion of the work. **HABITAT** shall be required to furnish to Owner and City, in writing, a list of names of all subcontractors proposed for the principal parts of the work within five (5) days of the Notice to Proceed.

f. **HABITAT** shall conduct, supervise, and direct the work using the **HABITAT** 's best skills and attention without interruption or interference.

g. **HABITAT** shall provide **OWNER** with evidence that **HABITAT** has secured and paid for all licenses and permits necessary for the proper execution of the work, and upon completion of the job shall provide evidence that all work has been inspected and approved by the appropriate local building inspectors.

h. **HABITAT** shall not employ any unfit or underage person or anyone not skilled in the task assigned to it.

i. **HABITAT** shall not assign this Agreement without the express written consent of the **OWNER** and City.

j. **HABITAT** shall be responsible for the acts and omissions of its contractors and employees, and all subcontractors, their agent and employees, and all other persons performing any of the work on the above described project under this Agreement or as provided for in any approved change order.

k. **HABITAT** shall at all times coordinate the protection of the **OWNER**'s personal property, including, but not limited to appliances, electronics, furniture, clothing, and other household property, with the **OWNER**, and shall keep the premises free from the accumulation of waste materials or rubbish caused by the **HABITAT**'s work on a daily basis. All waste materials and debris from the rehabilitation work shall be in an area outside, designated by **OWNER** at the pre-construction conference or otherwise in writing and be removed upon completion of the work.

l. **HABITAT** shall permit the appropriate City employees to examine and inspect the work performed pursuant to this Agreement at any reasonable time and in any reasonable manner.

m. **HABITAT** shall be liable for any inspection or re-inspection fees.

n. **HABITAT** shall obtain the **OWNER**'s approval of all finish material, products and colors as described in Exhibit "A" to be used in this rehabilitation. All colors chosen by the **OWNER** and **HABITAT** shall be of a neutral color.

Section 7. Subcontracting: **HABITAT** shall not be required to employ any subcontractors against whom it has a reasonable objection. **HABITAT** agrees that it is as fully responsible to **OWNER** for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by it, as it is for the acts and omissions of itself or of any persons directly or indirectly employed by it. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the **OWNER**.

Section 8. Equal Employment Opportunity: During the performance of this Agreement, **HABITAT** agrees as follows: (1) **HABITAT** will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. **HABITAT** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. **HABITAT** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause; (2) **HABITAT** will, in all solicitations or advertisements for employees placed by or on behalf of **HABITAT**, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin; (3) In the event of **HABITAT** 's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and **HABITAT** may be declared ineligible for further contract with the City in accordance with procedures authorized

in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Section 9. Time for Performance: All work to be performed by **HABITAT** shall be completed by **September 30, 2021**. If the **HABITAT** refuses or fails to perform the work or fails to complete said work within such time, the **OWNER** (or the City on behalf of the **OWNER**) may, by written notice to **HABITAT**, terminate its right to proceed with the work or such a part of the work as to which there has been delay. In such event, the **OWNER** may take over the work complete performance of this Agreement, and the Contractor, and his surety, if any, shall be liable to the **OWNER** and the City for any excess costs occasioned the **OWNER** or City. If **HABITAT**'s right to proceed is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances and facilities as may be on the site of the project and necessary therefor. If the Owner does not terminate the right of **HABITAT** to proceed, **HABITAT** shall continue the work, in which event the actual damage for the delay will be impossible to determine and in lieu thereof, **HABITAT** shall pay to the Owner as fixed and agreed-upon liquidated damages in the sum of one hundred dollars (\$100.00) for each calendar day of delay until the work is completed or accepted; and **HABITAT** and his surety, if any, jointly and severally, shall be liable for the amount thereof, provided that the right of **HABITAT** to proceed shall not be terminated nor the Contractor charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of **HABITAT**, including acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather, if **HABITAT** shall within 10 days from the beginning of any such delay, notify **OWNER** in writing of the cause of delay.

Section 10. Changes: It is agreed by the parties hereto that all changes mutually agreed upon shall be in writing and signed by the parties.

Section 11. Lien On Property. The Owner acknowledges and understands that the City shall place a mortgage lien upon his/her property. The lien amount shall equal the total cost of rehabilitation plus, at the discretion of the City, the cost of documentary stamps, recording fees, surveys, title searches and any other fees or closing costs related to the rehabilitation process. In the event of any transfer, devise or change in ownership voluntarily or otherwise within the term of Thirty (30) years, the mortgage shall become due and payable.

Section 12. Mortgage Modification. In the event the final cost of rehabilitation exceeds the note and mortgage executed on even date hereof, Owner covenants and agrees to execute a Mortgage Modification Agreement for the final principal amount of assistance. Said Mortgage Modification Agreement shall be prepared by the City of Kissimmee and recorded in the Public Records of Osceola County, Florida.

Section 13. Release of Liens: **HABITAT** shall submit to the **OWNER** and the City proof of payment of all potential ' liens and a release of all liens prior to final payment of the consideration set forth herein.

Section 14. Compensation: The **OWNER** agrees to compensate **HABITAT** the actual amount invoiced up to but not exceed **ONE HUNDRED NINETEEN THOUSAND THREE HUNDRED EIGHTY FOUR DOLLARS AND 00/100 CENTS (\$119,384.00)** for the services and materials provided herein, which sum shall be disbursed by the City on behalf of the **OWNER**.

Section 15. Methods of Payment: The **OWNER** agrees to pay **HABITAT** in accordance with one of the following Options:

Option A. - Payment in full after final approval and acceptance of all the work by the City and the **OWNER**, for contracts of \$5,000 or less.

Option B. - For contracts of more than \$5,000, **HABITAT** may receive no more than three (3) partial payments for up to seventy-five percent (75%) of the Agreement amount with ten percent (10%) retention at each draw for completed work in place. No payment shall be made for stored materials. Progress payments shall be made by the City within 20 working days of receipt of an invoice for completed work acceptable to the **OWNER** and the City.

Final payment shall be made upon completion of all work to the satisfaction of the **OWNER** and the City, receipt of all required releases of liens from **HABITAT**, subcontractors, laborers and materialmen, evidence of the City's Building Department's approval of work covered by permits, and an invoice from **HABITAT**. All invoices shall list and briefly describe items of work completed and show the cost of each item as reflected in the bid proposal and change orders (if applicable). **HABITAT** shall also furnish **OWNER** with all manufacturers' and suppliers' guarantees and warranties covering materials and equipment furnished under this Agreement.

Section 16. Disputes: City shall, within a reasonable time, make decisions on all claims of the **OWNER** or **HABITAT** and on all other matters relating to the execution and progress of the work or the interpretation of the Agreement. City's decisions on all matters related to this Agreement shall be final.

Section 17. Workmanship: The work provided hereunder by **HABITAT** shall be executed as indicated by the specifications, floor plans and drawings in the most sound and workmanlike manner. All work shall be performed in accordance with applicable local codes. All materials shall be new unless otherwise expressly set forth in this Agreement. Until acceptance of the work by **OWNER**, **HABITAT** shall be responsible for all work and shall take every necessary precaution against injury or damage to the work. **HABITAT** shall rebuild, repair, restore and make good, at his own expense, all injuries or damages to any portion of the work occasioned by any natural causes before its completion and acceptance. Materials and equipment that have been removed and replaced as part of the work shall belong to the **HABITAT** unless specifically retained by the **OWNER**.

HABITAT shall be responsible for a general clean-up of the site after completion of the work. Trash, debris and excess materials must be hauled away and the premises cleaned and graded to a condition at least equal to that existing at the start of construction. Failure to comply fully with this requirement will result in withholding or delaying payment.

Section 18. Permits and Fees: **HABITAT** shall furnish and pay for all permits and licenses necessary to perform under this Agreement.

Section 19. Inspection of Work: City shall at all times have access to the work. If the specifications, plans, instructions, laws, ordinances, or any public authority requires any work to be specifically inspected, tested or approved, **HABITAT** shall give the City timely notice of its readiness for inspection, and if the inspection is to be made by another authority, the City shall promptly notify the other authority. If any work should be covered without approval or consent of the City, it must, if required by the City, be uncovered for examination at **HABITAT**'s expense. If such work should be found not in accordance with the Agreement documents, including incorporated plans and specifications, **HABITAT** shall make the necessary corrections. If the **OWNER** deems it inexpedient to require **HABITAT** to correct work injured or not performed in accordance with this Agreement, an equitable deduction from the Agreement price shall be made. **OWNER** and/or City may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any previous payment to such extent as may be necessary to protect the **OWNER** from loss on account of defective work not remedied, claims filed, or responsible evidence indicating probable filing of claims, failure of **HABITAT** to make proper payment to its subcontractors or for materials and labor.

Section 20. Defects After Completion: Neither the final payment nor any provision in this Agreement nor a partial or entire use or occupancy of the premises by **OWNER** shall constitute an acceptance of work not done in accordance with this Agreement or relieve **HABITAT** of liability in respect to any express warranties or responsibility for faulty materials or workmanship. **HABITAT** shall remedy any defects in the work and pay for any damages to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of the work, unless a longer period of time is specified. Final acceptance of the work shall start from the date of acceptance by **OWNER** and the City.

Section 21. Non-liability of the City: The rights of all contractors, subcontractors, sub-subcontractors, laborers, suppliers, and materialmen performing any work in connection with this Agreement, or furnishing any services, labor or materials thereto or to the project address, shall be subordinate and inferior to any rehabilitation lien of the City. The City shall not be liable to any materialmen, contractors, subcontractors, sub-subcontractors, laborers, suppliers or others for goods or services delivered by them in or upon the property or employed in the construction of any improvements thereon, or for any debts or claims accruing to any of said parties against the Owner or against the property; and it is distinctly understood and agreed that there is no contractual relation, either express or implied, between the City and any materialmen, contractors, subcontractors, sub-subcontractors, laborers, materialmen or any other persons supplying any work, labor or material. **OWNER** is not, and shall not be, the agent of the City for any purpose; nor shall City be the agent of the **OWNER** for any purpose, except, as to both, as may be specifically set forth herein. It is understood and agreed that no Party shall be a third party beneficiary hereunder, except and unless it is specifically provided herein that any portion shall operate or inure to the use and benefit of a party, i.e., no subcontractor, sub-subcontractor or materialmen, laborer or supplier shall have any rights hereunder against the City, or be entitled to the protection of any of the covenants herein contained, although such parties hereto shall be construed to create a partnership or joint venture between **OWNER** and City with respect to the funding provided by the City.

OWNER will not convey, encumber or impose a security interest on the property in any way without the consent of City (except for any lien in favor of the City and all advances made and to be made hereunder), except for those permissible conveyances made with the consent of the City, nor shall the **OWNER** assign any

rights under this Agreement or any advance or portion of any advance to be made hereunder without the City's prior written consent.

The authority herein conferred upon the City and any action taken by the City or the City's agents or employees in making inspection of the premises, procuring sworn statements and waivers of liens, approving contracts and subcontracts and approving plans and specifications, will be taken by the City and its agents or employees for its own protection only, and neither the City nor its agents or employees shall be deemed to have assumed any responsibility to the **OWNER** or any contractor or any other person or entity with respect to any such action herein authorized or taken by them or with respect to the proper construction and equipping of the Project, performance of this Agreement by the **OWNER** or prevention of claims for mechanics or materialmen's liens.

To the fullest extent permitted by law, the **OWNER** hereby agrees to protect, indemnify, defend and hold harmless the City and its agents and employees from and against any and all liability, expense or damage of any kind or nature and from any suits, claims, or demands, including legal fees and expenses on account of any matter or thing or action or failure to act by the City, whether in suit or not, arising out of this Agreement or in connection herewith unless such suit, claim, or damage is caused solely by any act, omission or willful negligence of the City, its agents and employees.

Section 22. Notice: Notices to be given by **OWNER** or City to **HABITAT** shall be considered given for the purpose of this Agreement if mailed by regular mail to **HABITAT**.

Section 23. Prohibition and Use of Lead-Based Paint and Elimination of Lead-Based Paint Hazard:

A. GOVERNING LAWS AND REGULATIONS. The following laws and regulations apply to the this project:

- 40CFR Part 745 Lead-Based Paint Poisons and Prevention in Certain Residential Structures (EPA)
- 24CFR Part 35 Lead-Based Paint Poisoning Prevention in Certain Residential Structures (HUD)
- Lead Based Paint Poisoning and Prevention Act (42 U.S.C. 4822)
- Title X Lead-Based Paint Hazard Reduction Act of 1992

B. APPLICABILITY - Renovations in pre-1978 housing must be compliant with the laws and regulations described in this Section.

C. LEAD BASED PAINT PROHIBITED - Neither **HABITAT** nor its subcontractors shall use or permit the use of lead-based paint in any home.

D. PROCEDURES - Notification, evaluation, reduction and on-going maintenance procedures shall be in accordance with the regulations. **HABITAT** is responsible for lead hazard reduction when reduction measures are necessary and specified. All defective paint conditions in pre-1978 dwellings shall be assumed to involve lead-based paint and thus constitute health hazards that must be corrected, unless testing shows that lead is not present in painted surfaces at a level above 1.0 percent.

E. TREATMENT - All applicable surfaces testing positive for lead as defined herein shall be addressed and treated using methods prescribed in the regulations in order to prevent the ingestion of the contaminated paint

F. DEFINITIONS

(i) "Applicable surface." All intact and nonintact interior and exterior painted surfaces of a residential structure.

(ii) "Lead-based paint surface." A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 mg/cm².

Section 24. Attorney's Fees and Costs: In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including fees and costs on any appeals and in any bankruptcy actions.

ESTIMATED COMPLETION DATE: September 30, 2021

THIS AGREEMENT AND ALL EXHIBITS HEREIN ARE APPROVED AND ACCEPTED AS OF THE DATE FIRST WRITTEN ABOVE.

CITY OF KISSIMMEE, FLORIDA

BY: _____
Olga Gonzalez, Mayor

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for Olga Gonzalez, as mayor of the City of Kissimmee, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

Witnesses:

CONTRACTOR:

HABITAT FOR HUMANITY OF GREATER
ORLANDO AND OSCEOLA, INC., a Florida
corporation

Signature By: _____

Print Name

Signature

Print Name

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by means of ☐ physical presence or ☐ online notarization, _____ as _____ for Habitat for Humanity of Greater Orlando and Osceola County, Inc., who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

Witnesses:

Signature

Print Name

Signature

Print Name

OWNER:

Mary A. Wells

**STATE OF FLORIDA
COUNTY OF OSCEOLA**

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for Mary A. Wells, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____

Print Name: _____

My Commission Expires: _____

**Exhibit 1
Scope of Work**

**TBD - Scope of Work is
currently being updated,
Work shall not exceed
\$119,384**

Exhibit 2
Mortgage Deed

PREPARED BY AND RETURN TO:
City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

MORTGAGE DEED FOR SHIP
REHABILITATION ASSISTANCE PROGRAM
City of Kissimmee, Florida

THIS MORTGAGE DEED, is made and entered into this _____ of _____, 20____, by Mary A. Wells, a single person hereinafter "MORTGAGOR", whose current mailing address is 305 Tarpon Street, Kissimmee, Florida 34744, in favor of CITY OF KISSIMMEE, a municipal corporation of the State of Florida, hereinafter "MORTGAGEE", whose address is 101 Church St. Kissimmee, Florida 34741.

W I T N E S S E T H:

1. That for good and valuable consideration and in particular the sum of ONE HUNDRED TWENTY THOUSAND EIGHT HUNDRED EIGHTY FOUR DOLLARS AND 00/100 CENTS (\$120,884.00) through the issuance of that certain SHIP Program Mortgage Promissory Note in said amount and of even date herewith, attached hereto as Exhibit A (the "Note"), MORTGAGOR hereby grant, bargain, sell, promise, convey and confirm unto MORTGAGEE all of MORTGAGOR'S interest in that certain parcel of real property, together with all improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property located at 305 Tarpon Street, Kissimmee, Florida 34744, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

Lot 43, Benita Park, according to the plat thereof as recorded in Plat Book 2, Page(s) 59, of the Public Records of Osceola County, Florida.

Parcel Identification No: 15-25-29-1075-0001-0430

2. TO HAVE AND TO HOLD THE SAME, together with the tenements, hereditaments, appurtenances thereto belonging and the rents, issues and profits thereof, unto MORTGAGEE, in fee simple.

3. MORTGAGOR COVENANTS that MORTGAGORS are lawfully seized of the estate hereby conveyed and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. The MORTGAGORS hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except for a valid first and second mortgage previously approved by MORTGAGEE.

AND MORTGAGORS covenant with MORTGAGEE that MORTGAGORS are indefeasibly seized of said Property in fee simple; that MORTGAGORS have good right and lawful authority to convey said land as aforesaid; that MORTGAGORS will make such further assurances to perfect fee simple title to said land in MORTGAGEE as may reasonably be required; that MORTGAGORS hereby fully warrant the title to said Property and will defend the same against the lawful claims of all persons whomsoever; and that said Property is free and clear of all encumbrances other than those of record as reflected in the Public Records of Osceola County, Florida as of the date hereof and/or the title insurance policy issued in connection with MORTGAGORS' granting of this Mortgage.

4. MORTGAGORS further covenant to use the improved Property as their occupied residence and that the Property shall not be sold, leased, conveyed, transferred or refinanced, which shall be deemed to include any new or additional financing without the prior, written consent of MORTGAGEE, for at least THIRTY (30) years from the date hereof except as otherwise provided in the Note, and applicable statutes and regulations.

5. MORTGAGORS covenant and agree to pay promptly when due the principal and interest, if any, under the Note secured hereby, provided; however, no payments shall be due so long as the Property remains occupied by

MORTGAGORS as their personal residence and the Property is not refinanced leased, subleased, rented, transferred or conveyed to any other persons during the Affordability Period.

6. If MORTGAGORS shall fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, then this Mortgage and the estate hereby created with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled on the THIRTY (30) years anniversary of this Mortgage.

7. MORTGAGORS covenant and agree to pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on the Property. In the event MORTGAGORS fail to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of this Mortgage and the Note, MORTGAGEE may pay the same, without waiving or affecting the option to foreclose or any other right hereunder, and all such payments shall, subject to applicable Federal and State laws and regulations, bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

8. MORTGAGORS covenant and agree to keep the Property in good repair and to permit, commit or suffer no waste, impairment or deterioration of the Property or any part thereof, except for reasonable wear and tear.

9. MORTGAGORS covenant and agree to keep the buildings now or hereafter existing on the Property fully insured in a sum of not less than market value. Said insurance shall be made through a company or companies acceptable to MORTGAGEE per the written authorization of MORTGAGEE. Said insurance policy or policies shall be held by and payable to MORTGAGEE and in the event any sum of money from such insurance policy or policies become payable, MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured. MORTGAGEE shall account to MORTGAGOR for any surplus monies received by MORTGAGEE.

10. MORTGAGORS covenant and agree to pay or reimburse all costs, charges and expenses, including attorney's fees and title searches reasonably incurred or paid by MORTGAGEE because of the failure of MORTGAGORS to promptly and fully comply with this Mortgage, the Note or any other agreements, stipulations, conditions and covenants regarding the Property. Failure of MORTGAGORS to comply with any of the terms and conditions of any such instruments or covenants shall be deemed an event of default hereunder.

11. MORTGAGORS shall not execute an assumption or in any way transfer, assign or convey their obligations under this Mortgage and the Note secured hereunder without the proper written consent of MORTGAGEE.

12. Failure by MORTGAGEE to exercise any of the rights herein provided shall not constitute a waiver of any rights under said instruments accrued or thereafter accruing.

13. If each and every agreement, stipulation, condition and covenant of either this Mortgage or the Note are not fully performed, complied with and abided by, then the outstanding, unforgiven principal balance of the Note shall forthwith or thereafter, at the option of MORTGAGEE, become due and payable. If MORTGAGORS fail to pay the sums then due, MORTGAGEE may seek all remedies allowed by law and equity to collect the full amount of the Mortgage Note, including but not limited to initiating foreclosure proceedings, obtaining a deficiency judgment against MORTGAGORS, and sale of the property.

14. REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST. MORTGAGEE requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give notice, at MORTGAGEES' address set forth on page one of this instrument, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE. Except for any notice required under applicable law to be given in another manner: (a) any notice to the MORTGAGORS provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified or registered mail, postage prepaid, addressed to the MORTGAGORS at the Property Address, and (b) any notice to the

MORTGAGEE shall be given by certified or registered mail, postage prepaid, sent to the City of Kissimmee; ATTN: City Attorney; 101 Church Street; Kissimmee, Florida 34741-5054, or to such other address as may hereafter be designated by written notice from the MORTGAGEE to the MORTGAGOR.

15. In the event a senior mortgagee or other senior lienholder, its successors or assigns shall acquire the Property by foreclosure proceedings or by a deed in lieu of foreclosure, any lien, security interest or other provision in this instrument or the Note shall no longer be of any force or effect and such persons shall take title free and clear of all such liens..

16. Whenever used, the terms MORTGAGORS and MORTGAGEE shall include all Parties to this instrument, their heirs, successors, legal representatives and assigns and references to any Note shall mean all notes secured by this Mortgage, if more than one exists.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day and year first above written.

WITNESSES:

MAKER / MORTGAGOR:

Signature

Signature

Print or Type Name

Print or Type Name

Signature

Print or Type Name _____

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for Mary A. Wells, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

(End of Mortgage - Deferred Payment Promissory Note Attached as Exhibit A)

EXHIBIT "A"

PREPARED BY AND RETURN TO:

City Attorney
City of Kissimmee
101 Church Street
Kissimmee, Florida 34741

This Instrument is given to City of Kissimmee, Florida and is exempt from payment of the nonrecurring intangible personal property tax pursuant to Section 199.183(1), Florida Statutes.

**DEFERRED PAYMENT PROMISSORY NOTE FOR
SHIP REHABILITATION ASSISTANCE PROGRAM
City of Kissimmee, Florida**

PRINCIPAL AMOUNT: ONE HUNDRED TWENTY THOUSAND EIGHT HUNDRED EIGHTY FOUR DOLLARS AND 00/100 CENTS (\$120,884.00)

DATED DATE: _____

MATURITY DATE: _____

MAKERS: Mary Wells
305 Tarpon Street
Kissimmee, Florida 34744

HOLDER: CITY OF KISSIMMEE, FLORIDA
101 Church St.
Kissimmee, Florida 34741

1. FOR VALUE RECEIVED, MAKERS promise to pay to the order of HOLDER the sum of ONE HUNDRED TWENTY THOUSAND EIGHT HUNDRED EIGHTY FOUR DOLLARS AND 00/100 CENTS (\$120,884.00) on _____ 20____, in lawful money of the United States, at 101 Church Street, Kissimmee, Florida 34741, or at such other place as HOLDER may designate in writing.

2. This Promissory Note (the "Note") is secured by that certain Mortgage of even date herewith given by MAKER on certain real property, the address of which is 305 Tarpon Street, Kissimmee, Florida 34744, hereinafter the "Property", the legal description and parcel identification number for which are as follows:

Lot 43, Benita Park, according to the plat thereof as recorded in Plat Book 2, Page(s) 59 of the Public Records of Osceola County, Florida.

Parcel Identification No: 15-25-29-1075-0001-0430

3. If MAKERS fully perform, comply with and abide by each and every agreement, stipulation, condition and covenant regarding the Property under this Mortgage and the Note, for a period of THIRTY (30) YEARS, then this Note and the Mortgage security interest with respect thereto shall cease, determine, be deemed fully satisfied, forgiven and be canceled according to the terms and conditions contained herein.

4. If MAKERS fail to use the Property in the manner as required by this instrument and the attached Mortgage or shall be in default for any of the reasons set forth below or in default of any covenant of the Mortgage Deed, then all outstanding sums due under this Note. Payment in full shall be made within thirty (30) days of the declaration of default.

5. Beginning with year 6, the balance on the loan will be prorated with a deduction of four percent (4%) per year;

6. MAKERS shall use the proceeds of this Note only for the purpose of rehabilitation of the Property in the manner as represented to HOLDER.

7. An event of default shall also include the following:
- (a) Failure of MAKERS to use the Note proceeds for rehabilitation of the Property.
 - (b) Failure to pay the outstanding principal amount hereof or any other sum due under this instrument at the stated maturity or due date, or full payment at the time the Property is refinanced, rented, leased, subleased, sold, transferred, conveyed or transferred or MAKERS otherwise cease to occupy the Property as their residence prior to the maturity date or the expiration of the THIRTY (30) YEAR Affordability Period, as defined in the Mortgage Deed.
 - (c) Leasing or renting any part of the property within THIRTY (30) YEAR of the date of execution of this Note and the Mortgage securing it.
 - (d) Refinancing the property without prior consent from the CITY.
 - (e) The destruction or abandonment of the improvements on the subject Property by MAKERS or their successors.
 - (f) Failure to pay applicable property taxes on the Property and improvements.
 - (g) Failure to maintain adequate hazard insurance on the Property and improvements.
 - (h) Failure to comply with the terms, conditions and use restrictions of this Note and the accompanying SHIP Mortgage Deed of even date herewith, the terms of which are incorporated herein by reference.
 - (i) Failure to comply with the terms of the any other mortgage on the Property.
8. MAKERS reserve the right to prepay, at any time, all or any part of the principal amount of this Note without the payment of penalties or premiums and thereby remove and satisfy the Mortgage on the Property securing this Note, provided that the cost of removal of said Mortgage, plus all other fees involved, will be borne by MAKER.
9. MAKERS waive presentment, demand, protest and notice of maturity, non-payment and all other requirements necessary to hold it liable as a MAKER and endorser.
10. MAKERS agree to pay all costs of collections incurred by HOLDER, including reasonable attorney's fees, in case the principal of this Note or any other payment thereon is not paid at the respective maturity or due date thereof or in case it becomes necessary to protect the security hereof, whether suit be brought or not. The parties agree to waive any right to trial by jury arising under this NOTE and further agree that the law to be applied in interpretation shall be the law of the State of Florida. Any action shall be heard in the appropriate court of Osceola County.
11. Upon default in payment of the principal when due or any other default under the terms of the Mortgage Deed and this Note, the whole sum of principal and any other remaining unforgiven and unpaid amount hereunder shall, at the option of HOLDER, become immediately due and payable.
12. Whenever used herein the term "HOLDER" or "MAKER" should be construed in the singular or plural as the context may require or admit.

[The balance of this page intentionally blank; signatory page follows]

IN WITNESS WHEREOF, the said MAKER has hereunto signed and sealed these presents the day and year first above written.

WITNESSES:

MAKER / MORTGAGOR:

Signature

Signature

Print or Type Name

Print or Type Name

Signature

Print or Type Name _____

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by means of ☐ physical presence or ☐ online notarization, by _____ as _____ for Mary A. Wells, who is personally known to me or has produced identification.

Notary Seal:

Notary: _____
Print Name: _____
My Commission Expires: _____

(End of Deferred Payment Promissory Note)



4116 Silver Star Rd • Orlando, FL 32808 • Phone: 407-648-4567 • Fax: 407-648-4450

Well, Mary
 Phone: Renee 407-361-7992
 Cell: Alishia 321-746-1842

305 Tarpon Street
 Kissimmee, FL 34744

Print-date: 1-8-2020

Habitat for Humanity of Greater Orlando will perform the following repairs/work on my home. I, _____ and _____, (the undersigned) understand the repairs are limited to the work listed below.

Scope of Work

Description	Builder Total Cost	Markup %	Markup Amount	Price
Replace HVAC unit. add filter grill. Replace ducts in attic and move registers to more efficient placement. Replace registers with new ones. Replace exhaust fan in hall bath. add duct to roof it doesn't already exist. Add duct for range hood in kitchen through attic to exit out roof.	\$10,000.00	10.00	\$1,000.00	\$11,000.00
Add insulation in attic to bring it from R-3 to R-38	\$950.00	10.00	\$95.00	\$1,045.00
replace Breaker panel main line going to meter box outside. Rough in new electrical system. Trim out electrical after walls are painted.	\$13,700.00	10.00	\$1,370.00	\$15,070.00
Install new supply lines in whole house. Replace drain lines where they are not PVC.	\$6,000.00	10.00	\$600.00	\$6,600.00
Trim out plumbing after drywall is painted and counter tops are in. Replace outside hose bibs and main supply shut off valve. New water heater.	\$2,700.00	10.00	\$270.00	\$2,970.00
New walk in acrylic shower with walls.	\$3,300.00	10.00	\$330.00	\$3,630.00
Replace all flooring in house with vinyl plank.	\$4,500.00	10.00	\$450.00	\$4,950.00
Replace kitchen cabinets and bathroom vanity	\$3,300.00	10.00	\$330.00	\$3,630.00
Replace kitchen and bathroom counter tops.	\$1,000.00	10.00	\$100.00	\$1,100.00
Replace all the windows with white vinyl single hung double pane, with screens. Will not put back bars if they currently exist, because code says we are not allowed to. Price based on 14 windows.	\$8,400.00	10.00	\$840.00	\$9,240.00
Replace the exterior doors. 2 of them. Paint them. new hardware. And replace screen doors for both.	\$3,000.00	10.00	\$300.00	\$3,300.00
Replace all interior doors. With white hollow core 6 panel doors. Includes new hardware and painting of each door. This house has lots of doors.	\$4,500.00	10.00	\$450.00	\$4,950.00
New drywall on whole house. mud and texture.	\$4,500.00	10.00	\$450.00	\$4,950.00

Carpentry to install trim on columns in carport	\$800.00	10.00	\$80.00	\$880.00
Repair plastic fence in 5 sections around the yard. And repair the gate behind the carport.	\$1,500.00	10.00	\$150.00	\$1,650.00
Pressure wash and paint outside of house.	\$3,500.00	10.00	\$350.00	\$3,850.00
Demolition of inside of the entire house. leaving in place the framing everywhere we can and where it is in good shape.	\$2,000.00	10.00	\$200.00	\$2,200.00
Framing inside house where needed.	\$1,000.00	10.00	\$100.00	\$1,100.00
Insulate in whole inside of house. after passing rough in trade inspections	\$1,700.00	10.00	\$170.00	\$1,870.00
borate treatment for termites.	\$300.00	10.00	\$30.00	\$330.00
Drywall installed, mudded and textured.	\$5,000.00	10.00	\$500.00	\$5,500.00
Inside of house primed and then painted Habitat off white. including trim after it is installed.	\$4,000.00	10.00	\$400.00	\$4,400.00
After doors go in install 4.25 Ogee base board in whole house.	\$1,000.00	10.00	\$100.00	\$1,100.00
Permit fees	\$750.00	10.00	\$75.00	\$825.00
Architect fees and engineering fees	\$300.00	10.00	\$30.00	\$330.00
Dumpster	\$1,000.00	10.00	\$100.00	\$1,100.00
Portable toilet	\$350.00	10.00	\$35.00	\$385.00
Storage unit	\$1,000.00	10.00	\$100.00	\$1,100.00
Temp. electric	\$750.00	10.00	\$75.00	\$825.00
window sills installed after drywall.	\$500.00	10.00	\$50.00	\$550.00
New fridge, glass top stove, micro/hood, washer, dryer. This is only if we decided it is necessary.	\$3,000.00	10.00	\$300.00	\$3,300.00
bath acc. like mirrors, towel bars. but also white wire shelves in closets.	\$700.00	10.00	\$70.00	\$770.00
blinds for windows. faux wood white. cordless	\$500.00	10.00	\$50.00	\$550.00
Replace soffit all around house. before painting the house.	\$2,500.00	10.00	\$250.00	\$2,750.00

Total Cost: \$98,000.00

Total Markup: \$9,800.00

Total Price: \$107,800.00

Please remember to keep these things in mind on the day(s) volunteers or subcontractors will be at your house.

1. The homeowner or a representative designated by the homeowner must be onsite OR available the entire time Habitat Greater Orlando or their volunteers or subcontractors are onsite with keys and authority to make decisions. Our preference is that someone be home while subcontractors are working on your home, or make arrangements for you to be accessible while you are away.
2. Dogs must be kept inside or secured away from volunteers or subcontractors. Also, animal waste must be cleaned up from yard prior to volunteers or subcontractors arriving.
3. Volunteers and subcontractors will need to use the homeowner's water and electricity with no restrictions on usage. This is the homeowner's responsibility and Habitat Greater Orlando will not reimburse for this cost.
4. Please move any items in the way of any work which needs to happen before the date the work is scheduled. If you need help with large items, please let us know.

I hereby release Habitat for Humanity of Greater Orlando Inc. and its volunteers, trustees, staff, officers and assignees from any and all liability related to the work/repairs being completed.

Habitat Greater Orlando Staff

Signature

Date

I confirm that my action here represents my electronic signature and is binding.

Signature

Print Name:

Date:

ITEM 7.H
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. Auction COK06'21

City of Kissimmee
Surplus Property Auction List
Jun-21 GIDEON AUCTIONEERS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
PW/ENG	2 DRAWER CREAM CABINETS			N/A
PW/ENG	4 DRAWER CREAM CABINETS			N/A
PW/ENG	2 BLACK CABINETS			N/A

City of Kissimmee
Surplus Property Auction List
Jun-21 A-1 ASSETS

AUCT#	ITEM & DESCRIPTION	MODEL	SERIAL #	CITY #
IT	DELL DESKTOP COMPUTER	OPTIPLEX 3030 AIO	4l1s382	23775
IT	DELL DESKTOP COMPUTER	OPTIPLEX 3030 AIO	7ccc182	23647
IT	DELL DESKTOP COMPUTER	OPTIPLEX 3030 AIO	7cc9182	23645
IT	DELL DESKTOP COMPUTER	OPTIPLEX 3030 AIO	b5mg482	23868
IT	DELL DESKTOP COMPUTER	OPTIPLEX 3030 AIO	7TC1GB2	23786
IT	DELL DESKTOP COMPUTER	OPTIPLEX 3030 AIO	B5MK482	23867
IT	DELL DESKTOP COMPUTER	OPTIPLEX 3030 AIO	B5MH482	23779
IT	DELL DESKTOP COMPUTER	OPTIPLEX 3030 AIO	HYQG382	23773
IT	DELL DESKTOP COMPUTER	OPTIPLEX 960	80pbnn1	21805
IT	DELL DESKTOP COMPUTER	OPTIPLEX 9010 AIO	1f6kdx1	22637
IT	DELL DESKTOP COMPUTER	OPTIPLEX 3030 AIO	3GDZZ72	23620
IT	DELL DESKTOP COMPUTER	OPTIPLEX 755	JNY2MJ1	20935
IT	HP COMPUTER	Z240	2ua81415w4	24886
IT	DELL DESKTOP COMPUTER	OPTIPLEX 3010	6507dx1	22621
IT	DELL DESKTOP COMPUTER	OPTIPLEX 3030 AIO	5sw9382	23765
IT	Apple COMPUTER	B300	QP1122GFDAS	21643
IT	Getac LAPTOP	B300	RH705B0013	24389
IT	Getac LAPTOP	B300	RH705B0011	24387
IT	Getac LAPTOP	B300	RH705B0010	24386
IT	Getac LAPTOP	B300	RG163B0146	23836
IT	Getac LAPTOP	B300	RHC05B0057	24581
IT	Getac LAPTOP	B300	RHC05B0045	24571
IT	Getac LAPTOP	B300	RH705B0016	24392
IT	Getac LAPTOP	B300	RHC05B0055	24579
IT	Getac LAPTOP	B300	RH705B0018	24394
IT	Getac LAPTOP	B300	RHC05B0062	24586
IT	Getac LAPTOP	B300	RHC05B0044	24570
IT	Getac LAPTOP	B300	RHC05B0066	24590
IT	Getac LAPTOP	B300	RHC05B0064	24588
IT	Getac LAPTOP	Surfcae	RHC05B0067	24591
IT	Microsoft LAPTOP	LATTITUDE E5550	10764351653	23477
IT	DELL LAPTOP	LATTITUDE E5550	8ZYY462	23624
IT	DELL LAPTOP	LATTITUDE E5550	C1CJR72	23896
IT	DELL LAPTOP	LATTITUDE 14 RUGGED 5404	JVTNF72	23651

IT	DELL LAPTOP	LATTITUDE 14 RUGGED 5404	3wgrny1	23767
IT	DELL LAPTOP	LATITUDE E6430 ATG	dwgrny1	23766
IT	DELL LAPTOP	LATITUDE E6430 ATG	2p2c9w1	22532
IT	DELL LAPTOP	B300	0xpcg3	22531
IT	Getac LAPTOP	B300	rhc05b0047	24573
IT	Getac LAPTOP	B300	rhc05b0050	24574
IT	Getac LAPTOP	LATTITUDE E5550	rhc05b0063	24587
IT	DELL LAPTOP	B300	gsv5q72	23787
IT	Getac LAPTOP	B300	rh705b0017	24393
IT	Getac LAPTOP	B300	rh705b0006	24382
IT	Getac LAPTOP		rhc05b0054	24578
IT	PRINTER		A088979173360008	24882
IT	PRINTER		A082419054710003	24453
IT	PRINTER		AO82419054710036	24454
IT	PRINTER		AO82419054780058	24456
IT	PRINTER		a088979173460027	24880
IT	PRINTER			24455
IT	PRINTER			25233
IT	HP	Prolient DL360e gen 8	MXQ3370648	22671
IT	HP	Prolient DL360e gen 8	MXQ337004Z	22669
IT	DELL	PowerEdge R520	F0R4K02	22974
IT	HP	Prolient DL360e gen 8	MXQ337064B	22670
IT	LogRhythem	LR-XM4300-Series	1.84102E+12	N/A
IT	HP		USE135N7MB	21991
IT	HP		MXQ734005N	20030
IT	Apple	iPad	DLXVV4CQHP34	24673
IT	Apple	iPad	DLXVW1KLHP34	24675
IT	Apple	iPad	DLXVV4JFHP34	24669
IT	Apple	iPad	DLXVV4GGHP34	24671
IT	Apple	iPad	DLXVV4GNHP34	24674
IT	Apple	iPad	DLXVR4NRHP34	24662
IT	Apple	iPad	DLXVW3LDHP34	24670
IT	Apple	iPad	DLXVR4G1HP34	24666
IT	Apple	iPad	DLXVV4H8HP34	24676
IT	Apple	iPad	DLXVV33AHP34	24672
IT	Apple	iPad	DLXTF2C3GMW6	24221
IT	Apple	iPad	DLXVV4TLHP34	24668
IT	Apple	iPad	DLXVV4EWHP34	24667
IT	Apple	iPad	DLXTQ2AQGMW6	tc-0179
IT	Apple	iPad	GCGV79EJHLJJ	TC-0190

IT	38 phones			N/A
IT	12 monitors			N/A

ITEM 7.I**LETTER OF SUPPORT FOR COUNTYWIDE PROJECT RECOMMENDATIONS FOR FY2020 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)****Request**

Commission support of the Osceola Substance Abuse and Violent Crime Policy (SAVCP) Advisory Board's project recommendations for the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants for FY2020 Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$82,691.

Explanation

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) has allocated funding in the amount of \$82,691 to be used to address problems of illegal drug use, violent crimes and improvements to the criminal justice system within Osceola County.

The availability of this funding was advertised by the Osceola County Board of County Commissioners who serve as the coordinating unit of government in this County. The projects below were presented by the applicants before the Substance Abuse and Violent Crime Policy Advisory Board on June 2, 2021 for review and selection of projects to be funded.

This process requires 51% of the local governments within the County to support the recommendations of projects made by the Substance Abuse and Violent Crime Policy Advisory Board. As such, the City is being asked to provide a letter of support to be included in the application. As a local municipality, the City has a representative from the Kissimmee Police Department on the Board. The recommended projects as decided by the SAVCP Board are as follows:

Sub-recipient	Title of Project	Proposed Award
Osceola County Corrections	Safety Equipment	\$23,998.92
Osceola County Sheriff's Office	K-9 Fence	\$19,750.00
Osceola County Sheriff's Office	Patrol Equipment	\$16,892.08
Osceola County Sheriff's Office	Stun Cuffs	\$ 4,050.00
Kissimmee Police Department	Variable Messaging Board (VMS)	\$18,000.00
Total Federal Funds		\$82,691.00

This grant does not require a local match.

Recommendation

Staff recommends Commission support of recommendations for projects associated with the 2020

City of Kissimmee

funding allocation for the Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) in the amount of \$82,691.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: City Manager

Presenter: Desiree Matthews

Attachment(s):

1. 2020JAG Letter of Support



June 15, 2021

Cody Menacof, Bureau Chief
Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, FL 32308

Re: Letter of Support for FY 2020 Edward Byrne Memorial Justice Assistance Grant

Dear Mr. Menacof:

In compliance with State of Florida *Rule 11D-9*, F.A.C., the City of Kissimmee approves the distribution of **\$82,691.00** of Federal Fiscal Year 2020 Edward Byrne Memorial Justice Assistance Grant Countywide (JAGC) funds for the following project within Osceola County:

<u>Sub-Recipient</u>	<u>Title of Project</u>	<u>Award</u>
Osceola County Corrections	Safety Equipment	\$23,998.92
Osceola County Sheriff's Office	K-9 Fence	\$19,750.00
Osceola County Sheriff's Office	Patrol Equipment	\$16,892.08
Osceola County Sheriff's Office	Stun Cuffs	\$4,050.00
Kissimmee Police Department	Variable Message Sign (VMS)	\$18,000.00
Total Federal Funds		\$82,691.00

Sincerely,

Olga Gonzalez, Mayor

Cc: Osceola County Board of County Commissioners
City of St. Cloud



ITEM 8.A

PRESENTATION ON PUBLIC WORKS AND ENGINEERING'S ANNUAL RESURFACING PROGRAM

Request

Presentation to the City Commission on the Public Works & Engineering Department's Annual Resurfacing Program.

Explanation

Ashley Willis, City Engineer, will give a presentation to the City Commission on the Annual Resurfacing Program.

Department: Public Works & Engineering

Presenter: Ashley Willis

Attachment(s):

1. Resurfacing Program_2021 (2) (1)

RESURFACING PROGRAM

“The Public Works & Engineering Department is responsible for maintaining 160 center-line miles of streets throughout the City.”

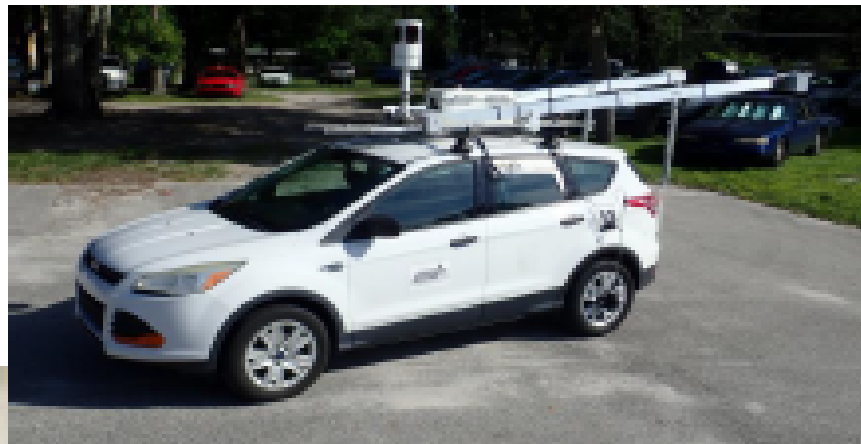


Pavement Inventory & Management Report

Pavement Inventory and Management Report of City of Kissimmee

Roadway Segments

Prepared for:
Public Works & Engineering
City of Kissimmee
September 2020



6500 All American Blvd Orlando, FL 32810

GUIDING TOOL

1. Project Planning
2. Project Budgeting
3. Project Tracking

Pavement Assessment Method

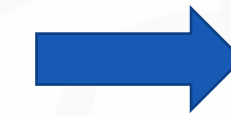
MicroPaver Program

- ◆ Originally Developed by the US Army Corp of Engineers
- ◆ Administered by the American Public Works Association (APWA)
- ◆ Robust Analytical Capability & Used by over 600 Agencies throughout the US & Canada

Category	PCI Range
Very Good	95-100
Good	90-94
Satisfactory	80-89
Fair	70-79
Poor	55-69
Very Poor	40-54
Serious	20-39
Failed	0-19

City Streets Pavement Condition Report

- ◆ 43 miles (Very Good Condition)
- ◆ 14 miles (Good Condition)
- ◆ 18 miles (Satisfactory Condition)
- ◆ 35 miles (Fair Condition)
- ◆ 30 miles (Poor Condition)
- ◆ 10 miles (Very Poor Condition)
- ◆ 8 miles (Serious Condition)
- ◆ 2 miles (Failed Condition)



69%

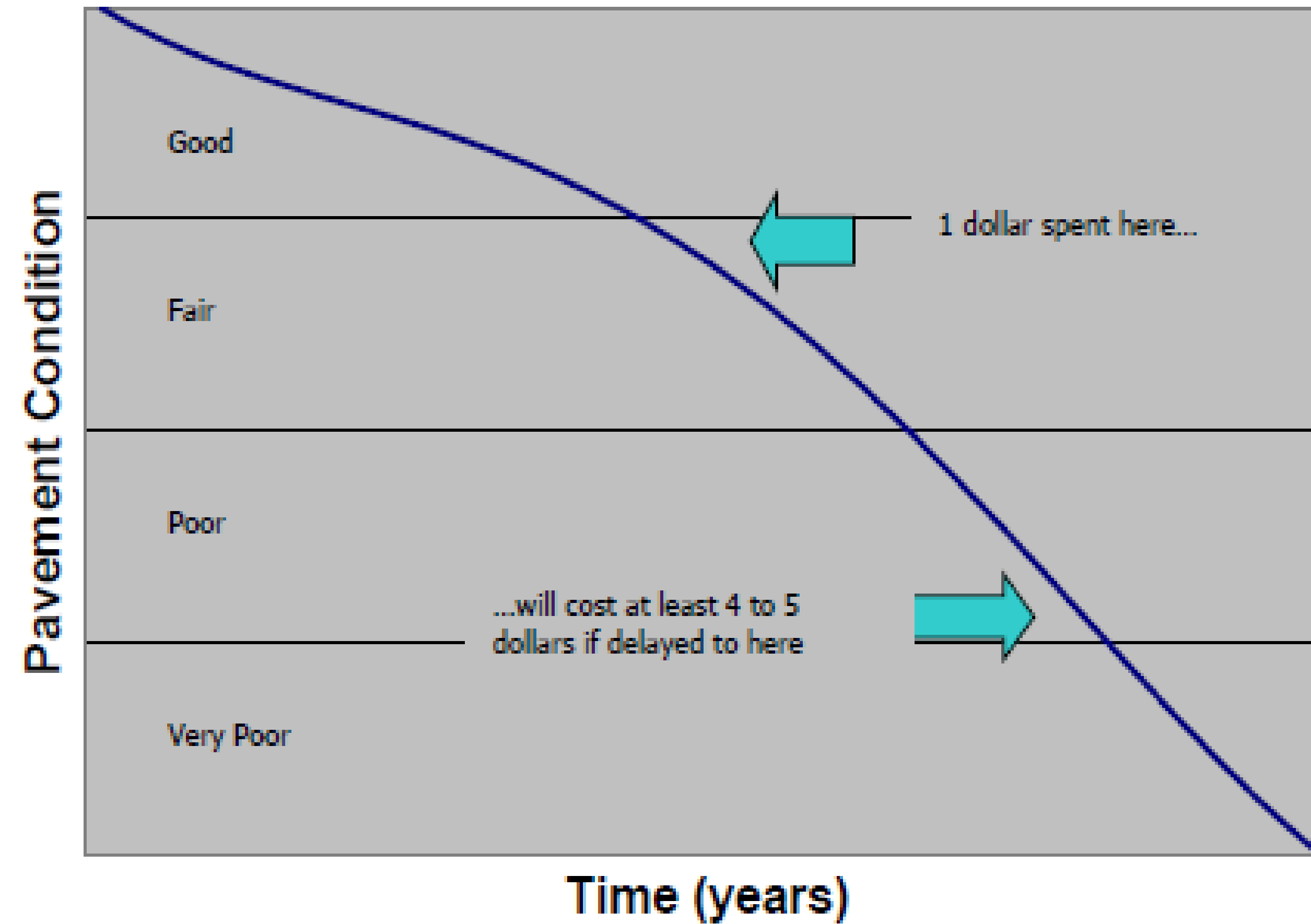


31%

Unfunded due to revenue losses from Covid-19 impacts

**Columbia Avenue
Dyer Boulevard
Denn John Lane**

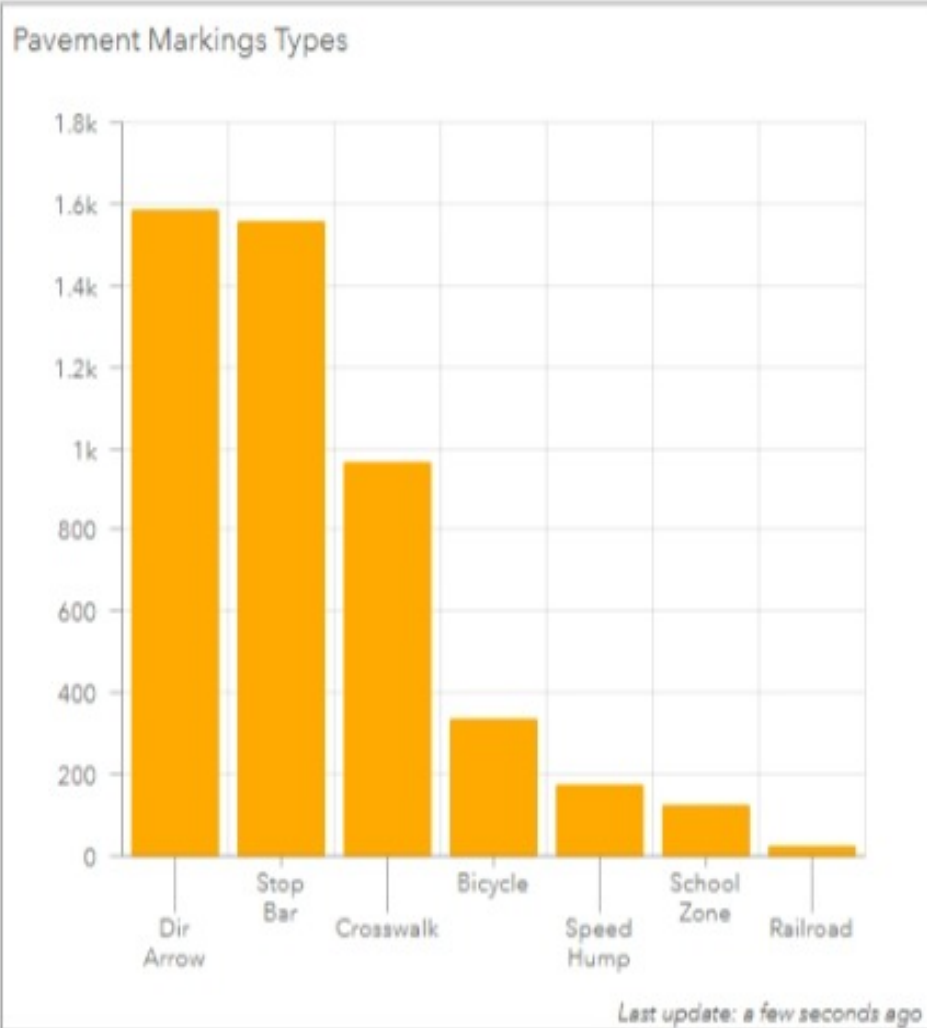
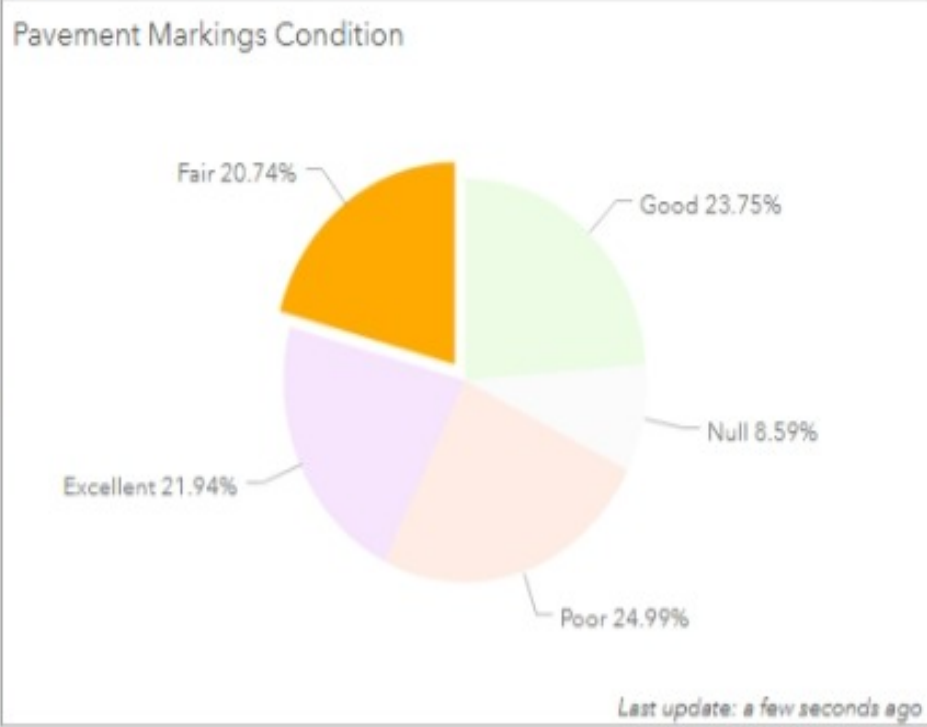
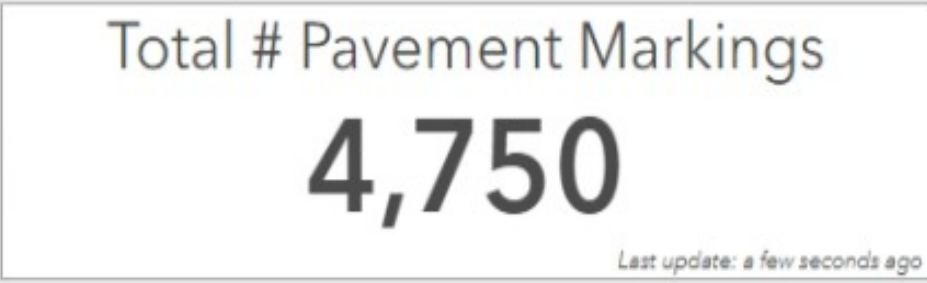
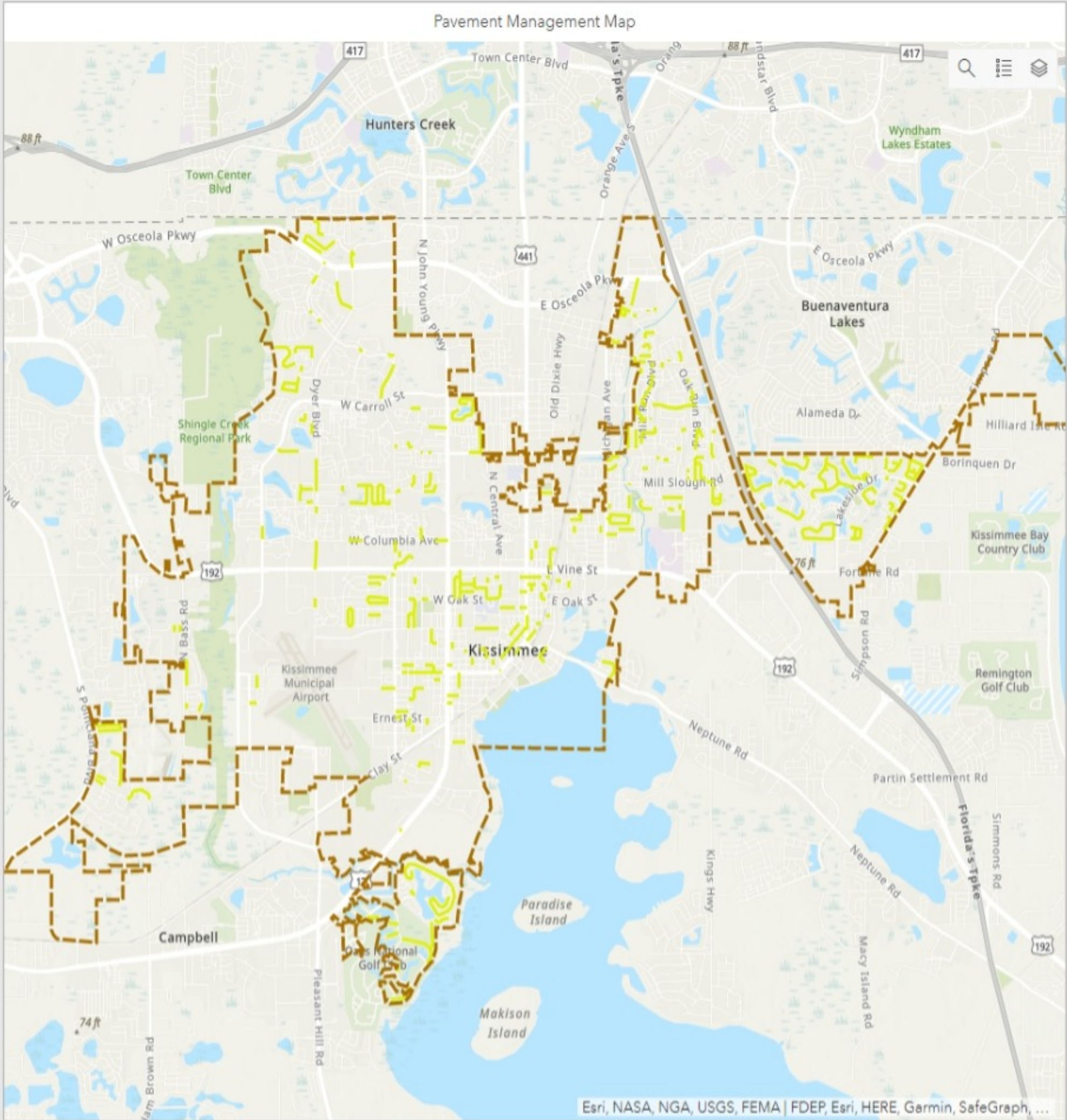
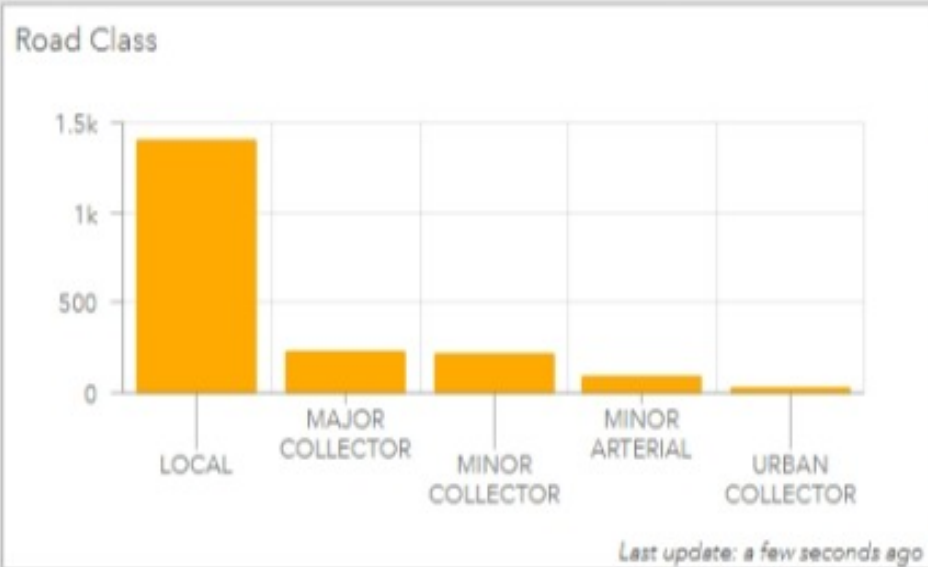
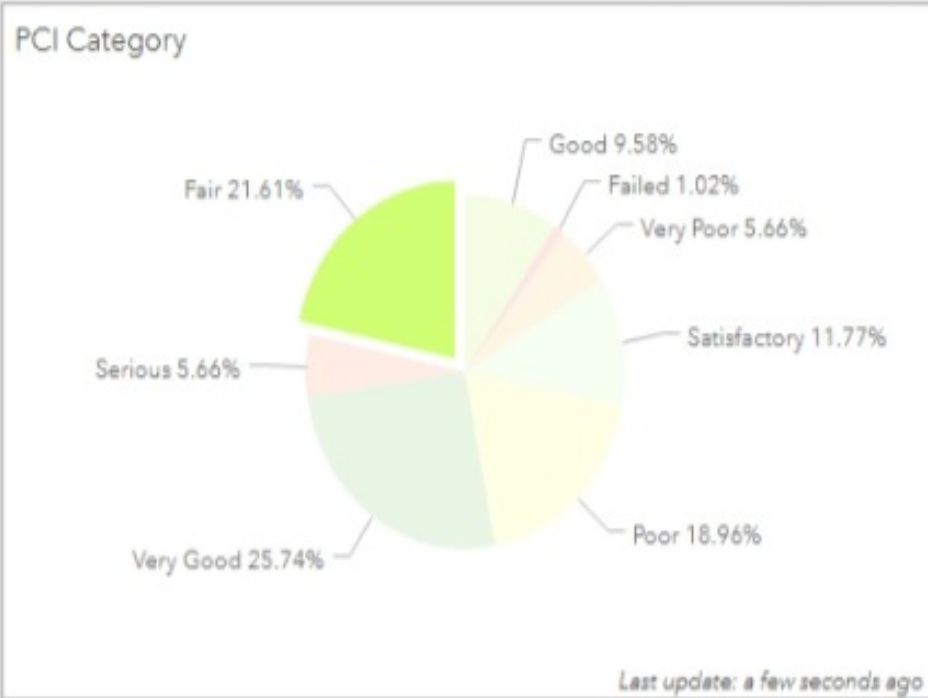
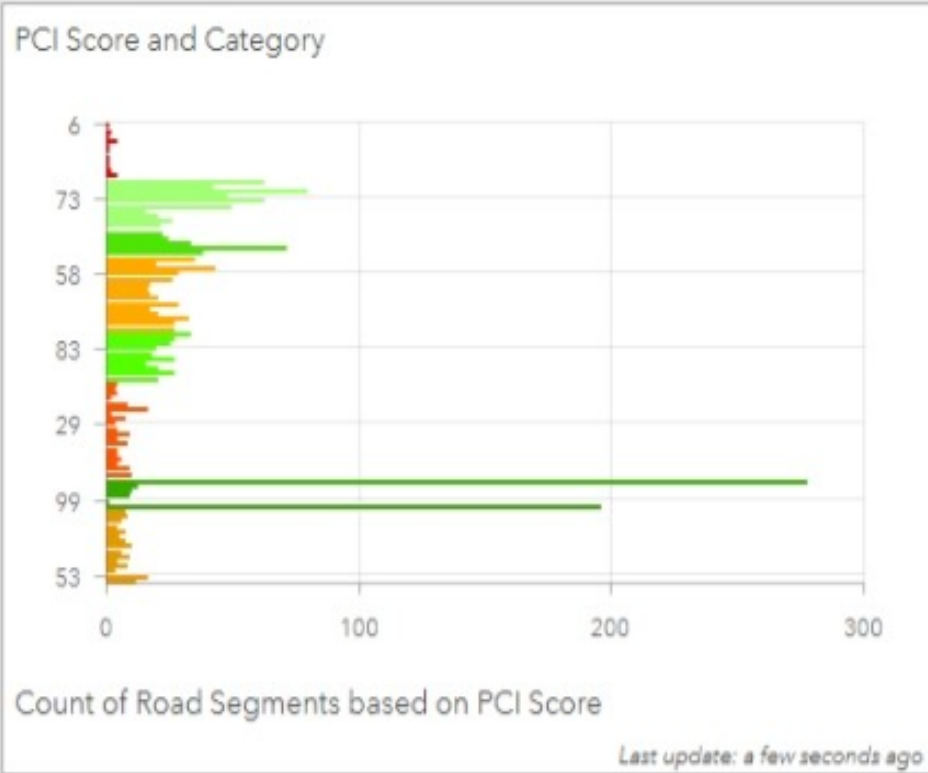
Timely Maintenance = Less \$ Spent



Rehabilitation Strategy

PCI Range	Unit Cost (\$/yd^2)	Rehabilitation Strategy
95-100	\$0.00	None
90-94	\$0.00	None
80-89	\$2.92	Double Micro-Surface Treatment
80-89	\$6.30	Hot-In-Place Recycling
80-89	\$5.81	1" Overlay
70-79	\$5.81	1" Overlay
70-79	\$8.06	1" Mill & Overlay
55-69	\$8.82	2" Mill & Overlay
40-54	\$8.82	2" Mill & Overlay
40-54	\$19.21	Cold-In-Place Recycling
20-39	\$19.21	Cold-In-Place Recycling
0-19	\$19.21	Cold-In-Place Recycling

Pavement Dashboard



Resurfacing Program Budget

Current Annual Funding - \$500K (Red Light Cameras)

- ◆ PCI (70-79) = 35 miles of Resurfacing
- ◆ 1" Mill & Overlay Process = \$3,980,572.00
- ◆ \$114K/Mile of Resurfacing
- ◆ $\$500\text{K} / \$114\text{K} = 4.4 \text{ Miles}$





Thanks!



| @CityofKissimmee

ITEM 8.B

ANNUAL ADVISORY BOARD APPOINTMENTS/REAPPOINTMENTS AND A VACANCY ON THE HISTORIC PRESERVATION AND PARKS AND RECREATION ADVISORY BOARDS

Request

Commission requested to appoint two replacements to fill the vacancy on the Historic Preservation Board and Parks and Recreation Advisory Board as well as reappointments or replacements to fill annual Board terms expiring May 31, 2021.

Explanation

On May 14th staff received notification on that Board Member John Link had passed away unexpectedly and on June 3rd we received notification that Christopher May had resigned from the Parks and Recreation Advisory Board. Both of these vacancies occurred outside of the annual appointment process.

In additional, the annual board appointments are due for terms expiring May 31, 2021 on the following boards:

Historic Preservation Board
Parks and Recreation Advisory Board

Appointments are assigned to individual Commissioners in order of rotation. Seat # 2 has been assigned the Historic Preservation vacancy in the rotation and Seat # 3 has been assigned the most recent vacancy for the Parks and Recreation Board. All qualified applications will be provided to each of the Commissioners making these appointments.

Each Board has individual requirements for residency as well as additional positions such as architects, engineers, business owners, etc. You will find the qualifications for the board member on the attached list as well as the responses on whether they would like to continue serving on their current board.

The Commission will have 30-days to make these appointments or an extension will be necessary. Seat # 1 and Seat # 2 will need to request an extension if appointments for the Historic Preservation and Park and Recreation Board are not completed at the June 15th meeting. If no extension is requested, the appointment will automatically rollover to the next Commissioner in the rotation.

Recommendation

Staff recommends the Commission make appointments to fill both existing vacancies and reappoint or replace members with terms expiring on May 31, 2021.

REQUESTED CITY COMMISSION ACTION:

Appoint/Reappoint

Department: City Manager

City of Kissimmee

Presenter: Mike Steigerwald

Attachment(s):

1. Appointments by Seat 6-15-2021

APPOINTMENTS BY SEAT

DATE: June 15, 2021

Commission Seat	Board (Position Filled)	Residency Requirement	Appointment/ Extension Expires	Request Reappointment
Seat # 2 Ortiz	Historic Preservation Board John Link <i>Non-Resident (Architect)</i> <i>(Business Owner)</i>	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office within the City, with preference in a historical district) Wherever possible, Architect, Landscape Architect, Planner, Structural Engineer, Historian, Folklorist, Curator, Archaeologist related disciplines, Realtor, Broker or related financial, Operate a business in the City, 2 General Public with special interest or knowledge in historical preservation.	07/06/2021	No (Deceased)
Seat # 3 Alvarez	Parks & Recreation Advisory Board Christopher May <i>Resident</i>	7 of 9 Members must be City Residents (Non-Residents must reside in Osceola County) Board: No member may serve on any other appointed board of the City	07/20/2021	No (Resigned 6/3/2021)
ANNUAL APPOINTMENTS				
Seat # 1 Castano	Historic Preservation Board Penny Dickerson <i>Resident</i> (Business Person)	5 of 7 Members must be City Residents (Non-Residents must either own real property or maintain a business office within the City, with preference in a historical district) Wherever possible, Architect, Landscape Architect, Planner, Structural Engineer, Historian, Folklorist,	06/15/2021	Yes

		Curator, Archaeologist related disciplines, Realtor, Broker or related financial, Operate a business in the City, 2 General Public with special interest or knowledge in historical preservation.		
Seat # 2 Ortiz	Parks & Recreation Advisory Board Roy Oddo <i>Resident</i>	7 of 9 Members must be City Residents (Non-Residents must reside in Osceola County) Board: No member may serve on any other appointed board of the City	06/15/2021	Yes