



**MEETING MINUTES
SESSION OF THE CITY COMMISSION
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, AUGUST 15, 2023 AT 6:00 PM**

1. MEETING CALLED TO ORDER

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

Staff Present: City Manager Mike Steigerwald, Deputy City Attorney Kalanit Oded, Deputy City Manager Desiree Matthews, Assistant City Manager Austin Blake, Deputy City Clerk Tameara Crespo

Members Absent: Commissioner Janette Martinez

Staff Absent: City Attorney Olga Sanchez de Fuentes, City Clerk Linda Hansell

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

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

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

3. PROCLAMATIONS AND SPECIAL PRESENTATIONS

3.A Swearing In Four New Police Officers

Swearing in and administering oaths to four new police officers.

Police Chief Betty Holland administered the Oath of Office to Courtney Chapman, Jonathan Irizarry Lugo, Frances Ramirez Camacho, and Christopher Rivera Navarro.

3.B Proclamation and "Ruby Award" Presentation - 50th Anniversary of The Motorcycle Clinic

The request is for the Commission to present a Proclamation to Brian Dady, owner of The Motorcycle Clinic.

City Manager Steigerwald read a proclamation in honor of the Motorcycle Clinic as the Mayor and Commissioners presented the proclamation to Brian Dady, owner, and Brian Davy, Manager, of the Motorcycle Clinic.

Economic Development Director Tom Tomerlin provided a brief overview of the Motorcycle Clinic's business history, which included their establishment in the Kissimmee community in 1973.

Mr. Dady thanked his team, customers, and the community. He remains committed to serving Kissimmee and was grateful for the opportunity to be recognized.

4. PUBLIC HEARINGS - FIRST AND SECOND READINGS

4.A Public Hearing - Second and Final Reading -Proposed Ordinance #23-15 - Amending the Future Land Use Map designation from Industrial Business (IB) to Single Family Low Density Residential (SF-LDR): Carter Case - LUPA-23-0003

AN ORDINANCE AMENDING ORDINANCE NO. 3050 KNOWN AS THE ORDINANCE ADOPTING THE COMPREHENSIVE DEVELOPMENT PLAN FOR THE CITY OF KISSIMMEE, FLORIDA, UNDER THE AUTHORITY OF FLORIDA STATUTE 163.3184; DIRECTING THE CITY MANAGER TO AMEND THE COMPREHENSIVE LAND USE PLAN AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR A PUBLIC HEARING AS REQUIRED BY LAW; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE

Approval of a Land Use Amendment changing the Future Land Use Map designation from Industrial Business (IB) to Single Family Low Density Residential (SF-LDR) on approximately 3.4 acres of land.

Deputy City Attorney Kalanit Oded read Ordinance #3081 by title.

Planner Brenda Ryan reviewed the details of the proposed land use amendment which consists of two (2) parcels, approximately 3.4 acres, adjacent to the airport. She explained that the parcels were tied to the 2019 Small Enclave Annexation Interlocal Agreement with Osceola County. A scrivener's error was found and a request from the property owner that was received prior to the annexation for these changes. The residential designation is compatible with surrounding areas. Staff is recommending approval after holding the Public Hearing.

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

Commissioner Alvarez moved to adopt Ordinance #3081. Commissioner Castano seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Castano	AYE
Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	ABSENT
Mayor Gonzalez	AYE

Motion carried 4 - 0.

- 4.B Public Hearing - Second and Final Reading -Proposed Ordinance #23-16 - Amending the Zoning Map designation from Airport Industrial (AI) to Agriculture and Conservation (AC): Carter Case - ZMA-23-0004

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

Approval of a Zoning Map Amendment to change the Zoning Map designation from Airport Industrial (AI) to Agriculture and Conservation (AC) on approximately 3.4 acres of land.

Deputy City Attorney Oded read Ordinance #3082 by title.

Planner Brenda Ryan reviewed the zoning request which is a companion item of the previously approved land use amendment. She explained that rezoning the property will ensure the property is compatible with the land-use should there be development in the future. Staff is recommending approval after holding the Public Hearing.

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

Commissioner Castano moved to adopt Ordinance #3082. Commissioner Eady seconded the motion.

Upon roll call, the vote was as follows:

Commissioner Eady	AYE
Commissioner Alvarez	AYE
Commissioner Martinez	ABSENT
Commissioner Castano	AYE
Mayor Gonzalez	AYE

Motion carried 4 - 0.

4.C Public Hearing - First Reading - Proposed Ordinance #23-17 - Establishment of a Police and Fire Impact Fee

AN ORDINANCE ADOPTING POLICE AND FIRE IMPACT FEES BY ADOPTING CHAPTER 9, BUILDING AND BUILDING REGULATIONS, ARTICLE X, POLICE AND FIRE IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

Staff requests the approval of the First Reading of the Proposed Ordinance #23-17 for the establishment of a Police and Fire Impact Fee.

Deputy City Attorney Oded read Proposed Ordinance # 23-17 by title.

Assistant City Attorney Curtis McGehee reviewed a PowerPoint presentation and report attached to the agenda providing details on the need for Police and Fire impact fees based upon methodology and a comprehensive study conducted by Raftelis, a consultant hired by the City. This study was previously presented in a public meeting both at the July 18, 2023 City Commission meeting and at a Public Workshop held on July 25, 2023. The consultant's report recommended the City impose Police and Fire impact fees due to inflation costs to provide consistency with surrounding government agencies. The proposal offers the ability to waive the impact fees for affordable housing developments. Staff is recommending approval after holding the Public Hearing.

Mayor Gonzalez announced the Public Hearing and invited Imran Mohammad to the podium for public comment. Mr. Mohamad, President of the Osceola County Association of Realtors, 1105 Cross Prairie Parkway, Kissimmee, spoke in opposition to the enactment of Police and Fire impact fees due to high inflation. He expressed that adding impact fees would negatively impact home prices and ownership opportunities. They are requesting to sit with City staff before this comes to the Commission for final reading.

Commissioner Castano, Commissioner Eady and the City Manager Steigerwald discussed meeting with the Osceola County Association of Realtors to find a compromise on the impact fees, and the effects of inflation on all organizations, private and public alike, which is the sole purpose for establishing Fire and Police impact fees to offset the raising costs.

Commissioner Eady announced she would not be in attendance for the second reading on September 12, 2023 and she would like to be present for all final votes regarding impact fees. There were no other members of the audience who desired to speak in opposition, therefore City Manager Steigerwald recommended approval of the First Reading and suggested a meeting be scheduled between all parties before the Second Reading scheduled for September 12, 2023 or if the Commission desires, the second and final reading may be continued to September 26, 2023 which would allow for 6-weeks time to meet with those in opposition.

Commissioner Alvarez moved to approve the First Reading of Proposed Ordinance #23-17. Commissioner Eady seconded the motion.

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

NAY: None

Motion carried 4 - 0.

4.D Public Hearing - First Reading - Proposed Ordinance #23-18 - Amendment to the Parks and Recreation Impact Fee Ordinance

AN ORDINANCE AMENDING "THE KISSIMMEE PARKS AND RECREATIONAL IMPACT FEE ORDINANCE," CODE OF ORDINANCES OF THE CITY OF KISSIMMEE; CHAPTER 28, PARKS AND RECREATION, ARTICLE III, IMPACT FEES, DIVISION 2, RECREATIONAL IMPACT FEES; REPEALING ALL ORDINANCES CONFLICTING HERewith AND PROVIDING AN EFFECTIVE DATE

Staff requests approval of the first reading of Proposed Ordinance #23-18 which will amend the Parks and Recreation Impact Fee section of the City Code.

Deputy City Attorney Oded read Proposed Ordinance #23-18 by title.

Assistant City Attorney McGehee, reviewed a PowerPoint presentation and report attached to the agenda providing details on the need for an increase to the current Parks and Recreational Impact fees based upon methodology and a comprehensive study conducted by Raftelis. He explained that these impact fees are separate from the Police and Fire fees previously discussed and allow for funds to be used for equipment and capital improvements related to new parks and recreational facilities with a life expectancy of more than 5-years. The study results indicated that Kissimmee is on the lower side of impact fee costs in the Central Florida region, which demonstrated a need for an increase based upon "extraordinary circumstances" that include large inflationary costs and forecasted growth over the next ten years. Attorney McGehee reviewed the statutory requirements for the ordinance and stated since the fees are assessed on residential properties only there is allowances for an affordable housing waiver. In addition, the

increase in impact fees would require it be adopted by two-thirds vote of the entire Commission. Staff is recommending approval after holding the Public Hearing.

Mayor Gonzalez announced the Public Hearing.

Mr. Mohammad spoke and stated the Osceola Association of Realtors opposes an increase in impact fees.

Commissioner Eady made a motion to continue the First Reading of Proposed Ordinance # 23-18. Commissioner Alvarez seconded the motion. The City Manager and Deputy City Attorney Oded recommended that the motion be amended to include a specific date-certain-so that a legal advertisement could be placed for the general public.

Commissioner Eady amended her motion to continue the First Reading of Proposed Ordinance #23-18 to September 26, 2023 and the Second and Final Reading of Proposed Ordinance #23-18 to October 3, 2023. Staff will prepare a new legal advertisement for the same.

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

NAY: None

Motion carried 4 - 0.

5. PUBLIC HEARINGS

None.

6. HEAR AUDIENCE

None.

7. CONSENT AGENDA

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

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

Motion carried 4 - 0.

7.A Approval of City Commission Minutes from the August 1, 2023 Commission Workshop and Commission Meeting

Request Commission approval of the August 1, 2023 Commission meeting and workshop minutes.

7.B Acceptance of a donation from Osceola County for portable basketball courts and goals

Acceptance of a donation from Osceola County for three basketball courts and six basketball goals which were previously used at Osceola Heritage Park.

7.C Approval of a Resolution to accept a Public Transportation Grant Agreement from the Florida Department of Transportation for Taxiway D Rehabilitation Design

Approval of a Resolution to accept a Public Transportation Grant Agreement (PTGA) from the Florida Department of Transportation (FDOT) in the amount of \$40,000.00 for Taxiway D Rehabilitation Design at Kissimmee Gateway Airport.

7.D Approval for the Purchase of Two (2) Firefighting Apparatus

Approval to make an advanced purchase of two (2) firefighting apparatus scheduled for replacement in FY2026 due to extended manufacturer delivery dates.

7.E Acceptance of Donation from Walmart Foundation for Shop with a Cop

City Commission acceptance of donation in the amount of \$1,000 from the Wal-Mart Foundation for the purchase of Christmas gifts for the "Shop with a Cop" Program.

7.F Approval to use funds from the Law Enforcement Trust Fund for the City-Wide Security Enhancement Project

The Police Department requests that the Commission approve the use of \$182,500 from the Law Enforcement Trust Fund (LETF) to partially fund the first phase of the City-Wide Security Enhancement Project (Project).

7.G Application of the FY 2023 Edward Byrne Memorial Justice Assistance Grant Program – Local Solicitation from the U.S. Department of Justice

Request City Commission approval to submit an application for the FY 2023 Bureau of Justice Affairs (BJA) Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Solicitation from the United States Department of Justice Office.

7.H Interlocal Agreement between the City of Kissimmee and the School Board of Osceola County relating to the Denn John Middle School Gymnasium

Approval of the Interlocal Agreement between the City of Kissimmee and the School Board of Osceola County relating to the Denn John Middle School Gymnasium.

7.I Kissimmee Executive Park Replat - Final Plat (DRC# SR-23-0005)

Approval of the final plat known as Kissimmee Executive Park Replat.

7.J Commission Ratification of Collective Bargaining Agreement Reopeners with the Florida State Lodge Fraternal Order of Police Inc. (FOP) Representing the Police Officers, Corporals and Detectives Unit, and the Contract for the Sergeants Unit

Commission ratification of the amendments to the Collective Bargaining Agreement (CBA) with the Florida State Lodge Fraternal Order of Police Inc. (FOP) representing the Police Officers, Corporals and Detectives Unit, and the Contract for Sergeants Unit.

7.K Consent To Sub-Lease Between Sunstate Aviation Holdings, LLC and Sunstate Aviation Flight School, LLC

Request City Commission approval of Consent to Sub-Lease between Sunstate Aviation Holdings, LLC and Sunstate Aviation Flight School, LLC

7.L Agreement for Traffic Control Jurisdiction between the Cypress Ridge Community Homeowners Association, Inc and the City of Kissimmee

The Police Department requests the Mayor to sign the Agreement for Traffic Control Jurisdiction between The Cypress Ridge Community Homeowners Association, Inc. and the City of Kissimmee.

7.M Authorization to submit an application for the Fiscal Year 2022 Justice Assistance Grant made available by the U.S. Department of Justice

The Kissimmee Police Department requests the Commission review and approve the submittal of an application for the Fiscal Year 2022 Justice Assistance Grant (JAG-C) program.

8. DISCUSSION ITEMS

8.A UCF Small Business Development Center Annual Report and Services Agreement

UCF Florida Small Business Development Center (SBDC) Presentation and request to continue agreement for FY 2023-24.

Economic Development Director Tom Tomerlin reviewed a PowerPoint presentation (Exhibit "A") that focused on four primary areas of economic development. Mr. Tomerlin introduced Mr. Rafael Pratts with the SBDC, who provided the Commission and staff with a packet of information (Exhibit "B") focusing on small businesses' growth and various resources provided by their organization. He invited the City Commission to an upcoming workshop on Credit Reporting & Financial Management on August 31, 2023 at 2:00 p.m. at the Osceola Chamber. Mr. Pratts highlighted some success stories and thanked the City for their partnership.

Commissioner Castano made a motion to approve the service agreement in the amount of \$30,000. Commissioner Eady seconded the motion.

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

NAY: None

Motion carried 4 - 0.

8.B Prospera Annual Report and Services Agreement

Prospera annual report presentation and request to continue agreement for FY 2023-24.

Economic Development Director Tomerlin introduced Katia Medina, Vice President of Prospera and informed the Commission that this year's request is to increase the service contract from \$10,000 to \$20,000 to offset costs for the high demand for services provided by Prospera. Ms. Medina presented a PowerPoint presentation attached to the agenda which reviewed the organization's mission, calendar year impacts, and client testimonials.

Ms. Grisselle Superiano, owner and operator of Gavash, Inc., and a client of Prospera provided comments on her positive experience working with the organization. She explained that Prospera did not just help her business grow financially, but they provided her with vital educational resources and a scholarship opportunity to enhance her personal development.

The Commissioners and Ms. Medina discussed Prospera's mission and target services provided to the community, specifically their focus on assisting the Hispanic and Latino demographic with their Spanish-speaking and bilingual services. Ms. Medina confirmed that Prospera partners with many other agencies including the Black Business Investment Fund ("BBIF") and Small Business Development Center ("SBDC") to provide additional services such as training programs and other lending and funding resources for businesses. She indicated that a large percentage of their clientele is from Osceola County and Kissimmee. Economic Development Director Tomerlin emphasized the importance of diversity in entrepreneurship and endorsed Prospera's business relationships throughout the County.

Commissioner Castano made a motion to approve the service agreement in the amount of \$20,000. Commissioner Alvarez seconded the motion.

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

NAY: None

Motion carried 4 - 0.

8.C Commission Review and Approval of Legislative Priorities for 2024

Commission review and approval of the 2024 Proposed Legislative Priorities.

City Manager Steigerwald reviewed the 2024 Proposed Legislative Priorities list in detail, (Exhibit "C"). He announced the deadline for the appropriations is September. Staff is recommending approval of these initiatives and will report back to our lobbyists pending Commission approval.

Commissioner Eady made a motion to approve the 2024 Proposed Legislative Priorities. Commissioner Castano seconded the motion.

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

NAY: None

Motion carried 4 - 0.

8.D Advisory Board Vacancy: Parks and Recreation Advisory Board

The Commission is requested to make an appointment to fill a vacancy due to the death of a member on the Parks and Recreation Advisory Board.

Mayor Gonzalez requested to make the appointment at the next regularly scheduled Commission meeting for September 12, 2023.

9. **HEAR CITY OFFICIALS**

9.A CITY MANAGER

City Manager Steigerwald introduced a walk-on item to the agenda for Commission approval. He reviewed the intent of selling the Kissimmee Charter School as previously discussed in the Budget Workshop on July 25, 2023. In order to move forward with the sale, Imagine Schools must take possession of the Charter. Staff is recommending approval of the Charter Transfer Agreement (Exhibit "D"). Once the Charter is officially transferred, staff would then need to negotiate a temporary lease so that the school could continue to pay the City rent for the building we own until we are able to finalize the sale. Staff is recommending approval of the Transfer Agreement and for the City Manager to negotiate and execute a temporary lease agreement.

Commissioner Eady made a motion to approve the Charter School Transfer Agreement and to authorize the City Manager to negotiate and execute a temporary Lease Agreement with the Charter School. Commissioner Castano seconded the motion.

AYE: Commissioner Alvarez, Commissioner Eady, Mayor-Commissioner Gonzalez,

Commissioner Castano
NAY: None

Motion carried 4 - 0.

9.B CITY ATTORNEY

9.C CITY COMMISSION

10. ADJOURNMENT

There being no further business to come before the Commission, Mayor Gonzalez adjourned the meeting at 7:34 PM.



ATTEST:

Linda S. Hansell

CITY CLERK

Olga Gonzalez

MAYOR-COMMISSIONER

Exhibit "A"
PowerPoint Presentation
Item 9.A.

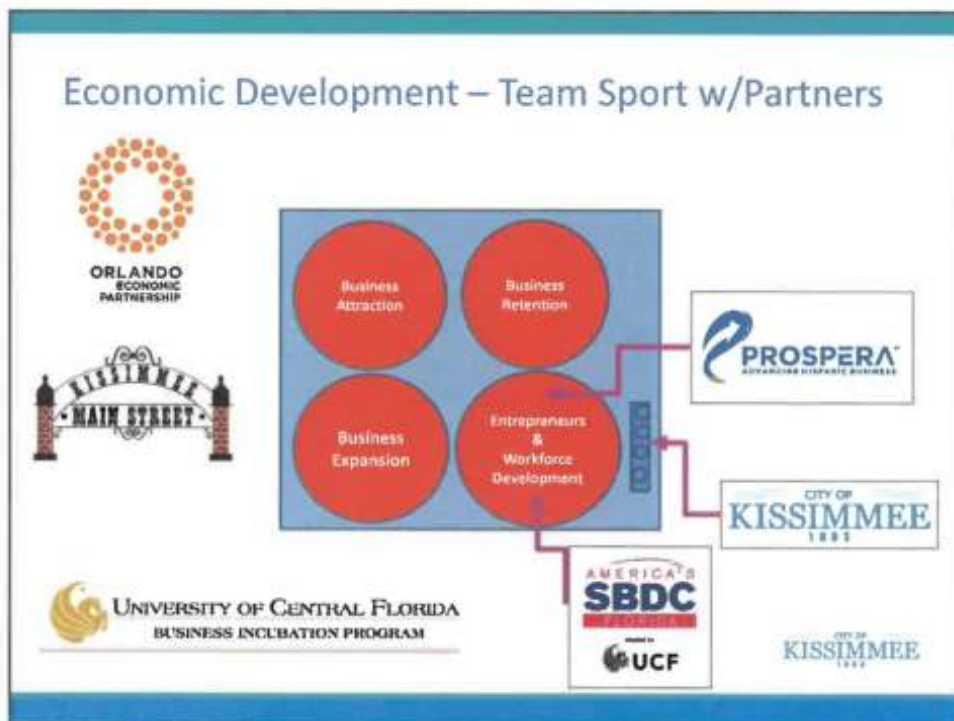
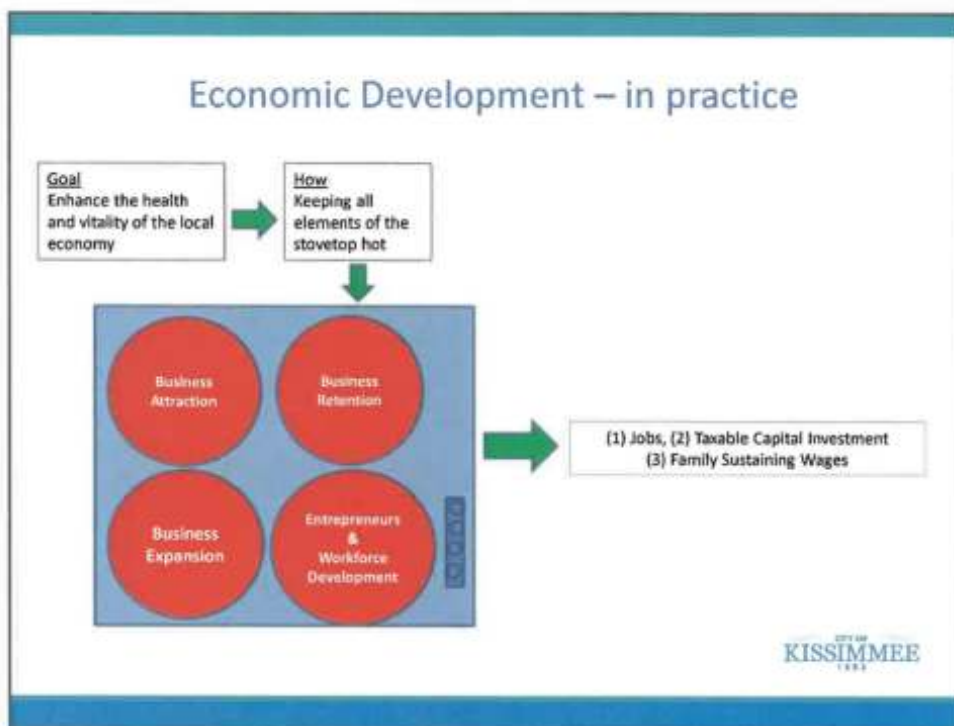


Exhibit "B"
SBDC Packet Information
Item 8.A.



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The Florida SBDC at UCF provides high-quality management advice and comprehensive business training to potential, existing and emerging entrepreneurs in order to promote business formation, capital expansion, sales growth, innovation productivity and improved management capability. Our funding partners include the U.S. Small Business Administration, State of Florida, Osceola County and the City of Kissimmee. Their financial support allows us to offer consulting at **no-cost**, business workshops, and business data & information.

Available Resources:

1. **Business Consulting** | confidential consulting sessions with professional business consultants from the Florida SBDC at UCF. Services: Growth Acceleration, International Trade, Resource Network, Government Contracting, Veteran's Business Outreach, and Business Continuation.
2. **Workshops, Seminars, and Networking** | Educational events provides current and practical information on a wide range of business topics ranging from the basics to advanced business management skills.
3. **Business Data & Information** | Access to high-cost databases and business research resources, including the experts who know how to put the information to work; from interpretation to implementation.

Call 407-847-2452 to schedule an appointment or to learn more about the FSBDC at UCF visit www.sbdcorlando.com/osceolacounty. We look forward in helping your company grow and succeed!

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Growing Businesses to the Next Level

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Please complete the GROWTH XChange online application available at sbdcorlando.com/osceolacounty.

A \$175 non-refundable, administrative fee will be due upon acceptance to the program.

For questions, please contact:

Rafael E. M. Pratts
Program Manager
FSBDC at UCF - Osceola County
1425 E. Vine Street
Kissimmee, FL 34744
407.847.2452
rpratts@ucf.edu

Connecting Executives

Designed specifically for second-stage companies, GROWTH XChange offers a confidential setting for top executives to discuss vital business issues, opportunities and trends with a group of peers.

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GROWTH XChange presents top executives with the opportunity to broaden their business perspective and gain new knowledge by engaging in collaborative thinking and problem-solving – giving them the ability to more effectively lead their companies.

How It Works

A group of more than 12 top executives from non-competing businesses are selected to form a group. Under the guidance of a trained facilitator, the group meets for two and a half hours at breakfast, at least ten times per calendar year. Qualifications for the program include:

- ★ Must be the owner, chief executive officer, president or top-level officer of the company.
- ★ Company has generated \$250,000 to \$1 million in annual sales revenue.
- ★ Company has a goal of growth.
- ★ Willingness to consistently attend and participate in the program for one year.
- ★ Willingness to maintain confidentiality.
- ★ Willingness to listen, learn and network.



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The FSBDC at UCF is a member of the Florida SBDC Network, a statewide partnership program nationally accredited by the Association of America's SBDCs and funded in part by the U.S. Small Business Administration, Defense of Defense, State of Florida and other private and public partners, with the University of West Florida serving as the network's lead host institution. Florida SBDC services are extended to the public on a nondiscriminatory basis. Language assistance services are available for limited English proficient individuals.

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**Helping Businesses
Grow & Succeed**



GROWTH XChange

Connecting Executives...Cultivating Leaders

2023-2024 Schedule

Roundtable Discussions

The GROWTH XChange program will meet every month starting on October 3, 2023 until September 3, 2024.

Meeting Location & Details

The 2023-24 GROWTH XChange program will meet at The Osceola Chamber for our scheduled roundtable discussions. Continental breakfast is included with each meeting.

The Osceola Chamber
1425 E. Vine Street
Kissimmee, FL 34744

FOR MORE INFORMATION CONTACT:

Rafael E. M. Pratts, Program Manager
Florida SBDC at UCF - Osceola County
1425 E. Vine Street
Kissimmee, FL 34744
407.847.2452
rpratts@ucf.edu

October 3	7:30 – 10:00 am
November 7	7:30 – 10:00 am
December 5	7:30 – 10:00 am
January 9	7:30 – 10:00 am
February 6	7:30 – 10:00 am
March 5	7:30 – 10:00 am
April 2	7:30 – 10:00 am
May 7	7:30 – 10:00 am
June 4	7:30 – 10:00 am
July 2	7:30 – 10:00 am
August 6	7:30 – 10:00 am
September 3	7:30 – 10:00 am

Benefits & Services

GROWTH XChange was designed to provide top executives and business owners with the relationships, tools, training, ideas and guidance to succeed.

In addition to the roundtable discussion events, participants receive the following benefits:

- ★ One-on-one consulting and active communication by a Certified Business Consultant throughout the year.
- ★ Invitation to all FSBDC at UCF events, workshops and seminars.
- ★ Invitation to all FSBDC business networking events.
- ★ Information resources, financial analysis, industry research, etc.



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Florida SBDC at UCF - Osceola County **Business Seminars**

Helping Businesses Grow & Succeed

Credit Reporting & Financial Management

**Speaker(s): Naomi Norris & Alicia Hermosa | TRUIST
Lonnie Koyama | U.S. Small Business Administration (SBA)**

August 2023

Join us at this workshop and learn about business credit reports & financial management to improve your understanding of underwriting, credit decisions/analysis and financing options to start or grow your business. Equally important, the workshop will share important steps and best practices to building a better financial future for your business and how to approach your lender for financing.

When: Thursday, August 31th, 2023 from 2:00pm to 5:00pm

Where: The Osceola Chamber
1425 E. Vine Street Kissimmee, FL 34744

Telephone: 407-847-2452

Cost: No Cost

Online Registration: <https://bit.ly/47kJRMw>



Parents Note: We ask you please not to bring children to the workshops or Information sessions who can be a distraction to others. Your cooperation can help us serve you more effectively.



Florida SBDC at UCF - Osceola County

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Dates and times are subject to change.

The Florida SBDC at UCF - Osceola County is a member of the Florida SBDC Network, a statewide partnership program nationally accredited by the Association of America's SBDCs and funded in part by the U.S. Small Business Administration, Department of Defense, State of Florida and other private and public partners, with the University of West Florida serving as the network's lead host institution. Florida SBDC services are extended to the public on a nondiscriminatory basis. Language assistance services are available for limited English proficient individuals. Reasonable accommodations for persons with disabilities and/or limited English proficiency will be made if requested at least two weeks in advance. To request accommodations or financial assistance, please contact the FARM at 407.847.2452.

Exhibit "C"
2024 Legislative Priorities Hand Out
Item 8.C.



LEGISLATIVE PRIORITIES 2024

Bermuda Estates and Lyndell Flood Mitigation Project

Hurricane Ian delivered 15-20 inches of rainfall within a 36-hour period in the city of Kissimmee. It has been documented that the effects of this storm are one of the worst in Kissimmee history. With more than 80k residents and hundreds of businesses, the impacts of Hurricane Ian continue to consume the fears of our community regarding what will be done to mitigate the devastating flood affects in the future. With increased runoff from unprecedented rainfall and ground saturation, stormwater management systems were inundated for longer times resulting in significant flood damage to more than 700 units of housing and dozens of businesses. In addition to the property damage and public health concerns, Osceola County experienced disruption of critical facilities such as Advent Health Kissimmee Hospital and Osceola Regional Medical Center due to flooding. A combination of all these adverse effects have created a public outcry from community leaders and business owners to mitigate future flood impacts with a renewed urgency.

The City has been making improvements to the current stormwater system to mitigate current flood prone areas, in addition to several neighborhoods that experienced significant flooding during the catastrophic events of the storm. The City moved forward with funding the design and engineering costs for the improvements to these neighborhoods. Unfortunately, escalating costs have made constructing the improvements a challenge.

The purpose of this project is to make improvements along a drainage system by upgrading 450 LF of pipe and strategically placed yard drains. In addition, curb inlets and stormwater pipe system improvements will address impacts to homeowners slowly recovering from flood damage and fears of flooding re-occurring.

Funding Request: \$1,155,610
City Match: \$307, 036

Intersection Safety Improvement for Thacker Avenue and Flora Boulevard

Flora Boulevard and Thacker Avenue are located in the northeast quadrant of the city. This intersection is located west of John Young Parkway and South of Osceola Parkway. It is a connection point that creates accessibility to major retail centers such as the Loop and Loop West. More than 3,000 units of housing have been added to the area within a five-year period due to the construction of multiple housing developments. At the time of permitting, a signal was not warranted but traffic safety concerns are rising due to the proximity of Flora Ridge Elementary School and the number of children who walk to school utilizing this intersection. The intersection is currently managed by a four way stop sign which is not adequate for the unrepresented increase in four lane traffic.

The request is for funding to the construction of a signal for this four-lane intersection at Thacker Ave. and Flora Blvd. Development and tremendous growth have hastened the need for a signaled intersection to improve pedestrian and roadway safety. The cost escalations of construction materials and labor have made the funding of this intersection a challenge.

The city is requesting assistance to improve the safety of pedestrians, bicyclists, and motor vehicles entering this busy intersection now operating with a 4 way stop sign.

Funding Request: \$750,000

City Match: \$100,000

Hill Street Pedestrian Improvement Project

Hill Street is a historic neighborhood with a need to improve the walkability of the neighborhood by adding sidewalks. The purpose of this request is to add sidewalks along the northside of the neighborhood from Emory Avenue to John Young Parkway. This improvement will add pedestrian connectivity and another safe walking path for pedestrians walking to the local elementary school and community park. This segment will complete connectivity to the Emory Canal Trail completed in 2021.

Funding request: \$140,000

City match: \$130,000

Kissimmee Gateway Business Airpark South- Utility Improvements

Approximately 163± acres make up the Southwest Quadrant of Kissimmee Gateway Airport (ISM). This property previously operated as a Golf Course, has the potential to become the epicenter of industrial development within the city limits. The City of Kissimmee's vision is to have an employment center of statewide impact developed at this location. It is extremely rare to have acreage of this size, with airfield access and a strategic location become developable. Increasing the median income in the region is a top priority that can only be accomplished through job creation and quality capital investment and the Kissimmee Gateway Airport has a unique opportunity to create new aviation uses.

The airport accommodates general aviation air service 24 hours a day with two paved airport runways at 5,000 and 6,000 feet, respectively. There are two Fixed-Based Operators (FBOs) on-site as well as a number of flight training schools, aviation industry academies, and a new aerospace business park.

The provision of electricity and water to the site will make the land development ready. The property is exceptionally well suited for aircraft manufacturing, maintenance/repair/overhaul operations, flight training, and other aviation related use. Of particular note, is recent interest coming from electric vertical take-off and landing (eVTOL) aircraft manufacturing and assembly operations.

This request is intended to make the site of 163± airport acres ready for development through capital improvements to both the transmission and distribution power network. Any new development will require increased capacity through the addition of a substation and feeder lines within the Kissimmee Utility Authority (KUA) service area. The current capacity is 5MW but needs to be increased to at least 20MW. Several prospective businesses with the potential to add up to 4,000 jobs have identified ISM as a potential site for relocation or expansion but the lack of power capacity prevented further consideration.

This request is intended to advance and fortify site readiness of 163± airport acres by completing 3,500 feet of corridor infrastructure improvements to the site. This work would include the excavation and grading necessary to prepare the undeveloped areas for capital improvements to both the transmission and distribution power network within the Kissimmee Utility Authority (KUA) service area by increasing the power generation and distribution from 5MW to 20MW.

City Request: \$500,000

City Match: \$100,000

LEGISLATIVE SUPPORT (State):

Cyber Security Funding

The City is requesting support for the continuation of State Cyber Security Grants. The State of Florida Digital Services received \$30 million for capability grants provided to local government entities. The City has received Cyber Security software and services valued at more than \$300,000. Continued funding will ensure local government's have security measures and infrastructure in place to prevent threats that could negatively impact government operations.

FDOT Aviation Funding

The State legislature is being asked to fully fund the Aviation Work Program State Funding for the Airport Development Grant Program at current/historical levels. These funds generate a strong return on investment for taxpayers and assists the Kissimmee Gateway Airport in planning, constructing and maintaining aviation facilities.

National airline efforts to reduce the tax rate on aviation fuel has resulted in the rate being cut twice in recent years. The fuel taxes automatically go to the State Aviation Trust Fund to ensure a reliable aviation revenue source. Further attempts to waive, reduce or suspend existing aviation fuel taxes should be opposed.

In addition, clarification is requested of FS 196.012 regarding the exemption of airport leases associated with aviation related services from local ad valorem tax assessments. This exemption should be consistent for all Florida airports to maintain a competitive job-growth environment and assist aviation services to sustain and grow operations.

These issues are extremely important as the Kissimmee Gateway Airport seeks to develop approximately 200 acres of property. State Aviation Funding will be requested for planning and constructing infrastructure to support this growth and economic contribution to the region and state, currently valued at almost \$1 billion in Kissimmee alone.

Emergency Medical Services Issuance of Controlled Substances

The City supports efforts to allow paramedics to administer controlled substances and allow Florida licensed EMS providers to obtain a DEA registration. In 2017, the Protecting Patient Access to Emergency Medications Act (PPAEMA) was signed into law allowing EMS agencies to receive their own DEA registration to administer controlled substances. The PPAEMA also explicitly allows EMS agencies to "administer controlled substances

in schedule II, III, IV, or V outside the physical presence of a medical director or authorizing medical professional." To do so, the EMS agency must (1) be authorized to do so by state law and (2) have a standing order or verbal order from a medical director or an authorizing medical professional. Florida State Statute 893.05 specifically does not allow a paramedic to administer controlled substances in the physical absence of a physician, an advanced practice registered nurse, or a physician assistant. Florida statutes and rule do not allow for the registration of a licensed EMS provider, instead requiring the EMS provider's medical director to obtain such DEA registration.

Funding for Workforce Development and Recruitment

The Florida fire service is experiencing significant challenges in recruiting new firefighters and especially firefighter/paramedics. The City supports efforts through both legislation and funding to help ensure that local communities have the human resources they need to protect and serve their communities through grants, scholarships, and educational assistance programs that encourage recruitment and retention in the fire services.

LEGISLATIVE SUPPORT (Federal):

Kissimmee Gateway Airport Tower

The city is requesting construction funding for a new control tower. Replacement of the existing tower is necessary to meet the Federal Aviation Authority (FAA) criteria regarding the need to increase the tower height and upgrade equipment. The construction estimates for the project total \$16M. In compliance with FAA projects, the city is required to have funds available for the local share match but will request assistance from the State Aviation Fund to meet this requirement.

As of October 2021, more than 154,000 take offs and landings have taken place at KGA, and we are on track to exceed previous year totals. In addition, more than \$7M in investment has occurred over the past five years to improve safety and security. A new tower is critical to ensuring the continued safety for aircraft activity on the airport and residents/businesses surrounding the airport.

Lake Tohopekaliga Water Quality Improvements

As the headwaters to the Everglades, Lake Toho, is an 18,810-acre lake located southeast of the City of Kissimmee. This intricately connected waterbody is affected by water ways from the north and south. Due to the muck build-up and invasives in the lake, water quality and storage has been significantly reduced. The north portion of the lake once provided critical storage and access but is now overgrown with mature vegetation and invasives which need to be removed.

Unfortunately, Osceola County experienced unprecedented flooding and loss of property during the events of Hurricane Ian. Approximately 700 homes experienced major losses, in addition to hundreds more that would have been subjected to the same fate had the lake continued to rise. As a primary storm water storage resource, Lake Tohopekaliga (Toho) mitigates flood impacts such as structural damage, loss of use and overall quality of life as a critical part of our natural stormwater system.

Efforts to protect water quality in Kissimmee, especially at Shingle Creek & Lake Toho are being studied by the Army Corp of Engineers but will be unsuccessful without the ongoing support of state and federal regulators. These precious water bodies provide natural recreation, increase economic benefits, sustain the "live, work, play lifestyle" for our 340K countywide citizens and serve as a destination to hundreds of thousands of visitors annually.

The City is requesting federal support to move forward with the treatment of invasive species and organic material (muck) buildup in Lake Toho's northern most section. Federal assistance is critical to regain vital water storage capacity and preserve water quality while assuring the fiscal vitality of Kissimmee's quality of life. Restoring capacity and managing invasive plants are critical to the health of Florida's ecosystem.

Exhibit "D"
Walk-On Item
Charter School Transfer Agreement
Item 8.C.

Approval of the Agreement between the City, School Board of Osceola County and Imagine Schools, Inc. to transfer of the school charter for the Kissimmee Charter Academy to Imagine.

Request: Commission approval to approve the agreement to transfer the Charter for the Kissimmee Charter Academy (KCA) from the City of Kissimmee to Imagine Schools.

Explanation: This is the first step as part of the process for the proposed sale of the Charter School to Imagine Schools. The charter to operate the school issued by the School District must be assigned to Imagine Schools in order for them to be able to issue bonds to purchase the building. This agreement accomplishes this, and was approved by the School Board at their August 1, 2023 meeting.

Once the charter is transferred, the management agreement between the City and Imagine will be terminated, so a lease will need to be put in place for the building until such time as the sale is completed.

Recommendation: Approval of the agreement to transfer the KCA Charter to Imagine Schools, and authorization for the City Manager to negotiate and execute an interim lease for the charter school.

ASSIGNMENT AND AMENDMENT AND CONSENT TO ASSIGNMENT OF CHARTER RENEWAL CONTRACT

**THIS ASSIGNMENT AND AMENDMENT AND CONSENT TO ASSIGNMENT OF
CHARTER RENEWAL CONTRACT** ("Agreement") is made, entered into, and effective as of
the last date signed by the parties (the "Agreement Effective Date"), by and between

THE SCHOOL BOARD OF OSCEOLA COUNTY, FLORIDA

(hereinafter referred to as "Sponsor"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
817 Bill Beck Boulevard,
Kissimmee, FL 34744 and

CITY OF KISSIMMEE FLORIDA

(hereinafter referred to as "Assignor"),
a body corporate operating and
existing under the Laws of the State of
Florida, whose principal place of
business is 101 N. Church Street,
Kissimmee, FL 34741 and

IMAGINE KISSIMMEE CHARTER ACADEMY, LLC

(hereinafter referred to as "Assignee"),
a Florida not-for-profit limited liability
company, whose principal place of
business is 2850 Bill Beck Boulevard,
Kissimmee, FL 34744

WHEREAS, Sponsor and Assignor entered into a Charter Renewal Contract dated as
of the 1st day of July, 2020 (the "Assigned Contract"), for operation of a charter school known as
the Kissimmee Charter Academy (the "School"); and

WHEREAS, Assignor desires to transfer and assign its rights, duties and obligations
under the Assigned Contract to the Assignee effective as of July 1, 2023 (the "Assignment
Effective Date"), and Assignee desires to assume and accept Assignor's rights, duties and
obligations under the Assigned Contract effective as of the Assignment Effective Date, which
assignment requires the prior written consent of Sponsor; and

WHEREAS, pursuant to Section 12.D. of the Assigned Contract, it may be assigned with
the consent of the parties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants
contained herein and other good and valuable consideration, the receipt and sufficiency of which
is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 – RECITALS

1.1 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.1 **Assignment of Assigned Contract.** Assignor does hereby assign, transfer, convey and set over unto Assignee and its successors and assigns, all of its rights, title and interest in the Assigned Contract effective as of the Assignment Effective Date, subject to all terms, conditions, covenants, and provisions contained in the Assigned Contract.

2.2 **Acceptance and Assumption.** Assignee does hereby accept assignment of the Assigned Contract and does hereby assume all of Assignor's rights, title and interest in the Assigned Contract and agrees to perform the obligations of the charter holder under the Assigned Contract arising therefrom on and after the Assignment Effective Date.

2.3 **Consent by Sponsor.** Sponsor does hereby grant its unconditional consent to the assignment of the Assigned Contract from Assignor to Assignee, as of the Assignment Effective Date, and on the terms and conditions set forth herein. Sponsor and Assignor each acknowledge and agree that Assignor's duties under the Assigned Contract arising prior to the Assignment Effective Date: (1) are not extinguished by this assignment or Sponsor's consent to this assignment; (2) are not transferred to Assignee by this Agreement; and (3) are not, and do not become, the obligations or responsibilities of Assignee. Without limiting the generality of the foregoing, Assignor remains subject to the Assigned Contract's provisions for auditing of records for duties, responsibilities and obligations of Assignor under the Assigned Contract prior to the Assignment Effective Date.

2.4 **Representations and Warranties of Assignor.** Assignor hereby represents and warrants as follows: (1) the Assignor has fulfilled, and covenants that it will fulfill when due, all obligations of the charter holder and/or School, under the Assigned Contract that were to have been observed or performed from the first day of the Assigned Contract's Term through the Assignment Effective Date; (2) to the best of Assignor's knowledge and belief, as of the Agreement Effective Date, there is no fact, event or condition existing, now or through the Assignment Effective Date, which, with notice or lapse of time or both, would constitute a termination, or good cause for a termination, or any breach or default thereunder; (3) to the best of Assignor's knowledge and belief, that the Assigned Contract is valid, binding and enforceable against Assignor and Sponsor in accordance with its terms; (4) to the best of Assignor's knowledge and belief, that the Assigned Contract is assignable by the Assignor to the Assignee without the consent of any third party other than Sponsor, whose consent is given above; (5) that no monetary consideration under the Assigned Contract has been prepaid by Sponsor to Assignor; and (6) as of the Assignment Effective Date, it has transferred title and possession to all personal property associated with the School to the Assignee.

2.5 **Representations and Warranties of Assignee.** Assignee represents and warrants as follows: (1) it is manager-managed not-for-profit Florida limited liability company in good standing with the State of Florida; and (2) it is a nonprofit organization as required by Section 1002.33(12)(f), Florida Statutes and as set forth in its organizational documents, which consists of its Articles of Organization and Operating Agreement and Bylaws (the "Assignee Organizational Documents").

2.6 **Representations and Warranties of Sponsor.** Sponsor, for itself, its successors and assigns, hereby represents and warrants as follows: (1) that all obligations of Assignor under the Assigned Contract that were to have been observed or performed from the first day of the Assigned Contract's Term through the Assignment Effective Date have in fact been observed, performed or otherwise excused, such that Assignor is not in default under, or in breach of, the Assigned Contract; (2) as of the Agreement Effective Date, there is no fact, event or condition existing, now or through the Assignment Effective Date, which, with notice or lapse of time or both, would constitute a termination, or good cause for a termination, or any breach or default thereunder; (3) that the Assigned Contract is valid, binding and enforceable against Sponsor and Assignor in accordance with its terms; (4) that the Assigned Contract is Assignable by the Assignor to the Assignee without the consent of any third party or governmental authority other than Sponsor, whose consent is given above; and (5) that no monetary consideration under the Assigned Contract has been prepaid by Sponsor to Assignor.

2.7 **Contract in Good Standing.** Assignor, to the best of Assignor's knowledge and belief, and Sponsor, agree, acknowledge and reaffirm that 1) the Assigned Contract is in good standing; (2) neither the Assignor nor the Sponsor is in default of its obligations under the Assigned Contract; and (3) all covenants and obligations of the Assigned Contract have been met and/or satisfied. Assignor and Sponsor agree that, except as expressly set forth herein, the Assigned Contract is ratified and confirmed as written. The Parties hereto acknowledge and agree that this Agreement shall supersede and control any conflicting terms in the Assigned Contract. All other terms and conditions of the Assigned Contract, except as modified herein, shall remain in full force and effect.

ARTICLE 3-AMENDMENT TO ASSIGNED CONTRACT

3.1 **Notices.** The Notices provision of Section 12(K) of the Assigned Contract shall be revised to replace the notice addresses for the School with the following single address: [Imagine Kissimmee Charter Academy, LLC], 2850 Bill Beck Boulevard, Kissimmee, FL 34744.

3.2 **School Name.** The School name will remain Kissimmee Charter Academy.

3.3 **Term of Charter.** The end of the term of the Charter, as set forth in Section 1.B.2. of the Assigned Contract is extended to June 30, 2030.

3.4 **Appendices.** Appendix 3 of the Assigned Contract, relating to the Governance Documents, is replaced by the Assignee Organizational Documents.

3.5 **Savings Clause.** The Assigned Contract, as amended hereby, shall continue in full force and effect.

ARTICLE 4-MISCELLANEOUS PROVISIONS

4.1 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

4.2 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

4.3 **Counterparts.** The Agreement may be executed in several counterparts, each of which shall be deemed an original, all such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Assignment and Amendment and Consent to Assignment of Charter School Agreement as of the Agreement Effective Date.

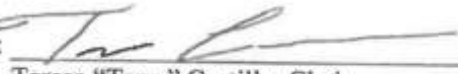
[SIGNATURES ON FOLLOWING PAGES]

FOR SPONSOR

ATTEST (WITNESS):

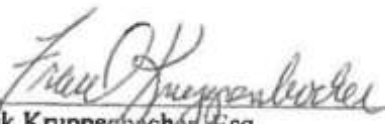
THE SCHOOL BOARD OF OSCEOLA
COUNTY, FLORIDA

By: 
Print Name: Dr. Mark Shanoff
Title: Superintendent

By: 
Teresa "Terry" Castillo, Chair

Date Approved: 8/1/23

APPROVED AS TO FORM:

By: 
Frank Kruppenbacher, Esq.

Date: 8/1/23

FOR ASSIGNOR

ATTEST (WITNESS):

CITY OF KISSIMMEE, FLORIDA

City Clerk

By: _____
Olga Gonzalez, Mayor- Commissioner

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

FOR ASSIGNEE

ATTEST (WITNESS):

IMAGINE KISSIMMEE CHARTER
ACADEMY, LLC, d/b/a KISSIMMEE
CHARTER ACADEMY

By: _____
Print Name: _____
Title: _____

By: _____

Date Approved: _____