



MEETING AGENDA
SESSION OF THE DOWNTOWN AND VINE STREET CRA
CITY OF KISSIMMEE
CITY HALL, COMMISSION CHAMBERS
101 CHURCH STREET, KISSIMMEE, FLORIDA 34741-5054
TUESDAY, SEPTEMBER 27, 2022 AT 5:45 PM

1. MEETING CALLED TO ORDER

2. PLEDGE OF ALLEGIANCE

3. PUBLIC HEARINGS

3.A Public Hearing - Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for Fiscal Year 2022-2023

3.B Public Hearing - Resolution to adopt the Vine Street Community Redevelopment Agency Budget for Fiscal Year 2022-2023

4. HEAR AUDIENCE

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

5. CONSENT AGENDA

None.

6. DISCUSSION ITEMS

6.A Kissimmee Main Street FY 2021-2022 Year-End Update and New Service Agreement for FY 2022-2023

6.B Resolution Adopting the First Amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

7. HEAR CHAIRPERSON AND BOARD MEMBERS

8. ADJOURNMENT

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

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

ITEM 3.A

Public Hearing - Resolution to adopt the Downtown Kissimmee Community Redevelopment Agency Budget for Fiscal Year 2022-2023

Request

Staff requests the Downtown Kissimmee Community Redevelopment Agency Board adopt the fiscal year 2022-2023 budget.

Explanation

Per Florida Statute 163.387, moneys in the redevelopment trust fund may be expended for undertakings of a community redevelopment agency as described in the community redevelopment plan only pursuant to an annual budget adopted by the board of the community redevelopment agency.

The Tax Increment Financing (TIF) revenues for the Downtown Kissimmee CRA are \$2,680,648. The entire budget for the Downtown Kissimmee CRA is \$4,765,539.

In addition to reserves in the amount of \$1,841,645, the budget includes the following:

Professional Services	\$108,000
Operating Costs	\$162,398
General Fund Admin Cost	\$106,840
Capital Outlay	\$850,000
Aid to Private Organizations	\$525,000

The Downtown Kissimmee CRA also funds debt service on previous development and infrastructure projects, sets aside funding for major legacy projects in Downtown Kissimmee, such as the Beaumont Redevelopment project, and includes operating funds for the Downtown Holiday Lighting contract, the Osceola Arts Downtown Mural Program, Kissimmee Main Street, and the Downtown Clean Team. The recently established Commercial Property Improvement Grant and Pioneer Project Incentive Program is funded as well.

Recommendation

Staff recommends the Downtown Kissimmee Community Redevelopment Agency Board adopt the fiscal year 2022-2023 budget.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. CRA Resolution 04-2022 - Resolution for Annual DCRA Budget 2023
2. CRA BH Ad Proof 2022
3. FY2022-2023 Downtown Community Redevelopment Fund

**DOWNTOWN KISSIMMEE CRA
CRA RESOLUTION NO. 04-2022**

**A RESOLUTION ADOPTING THE DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT AGENCY BUDGET FOR THE
FISCAL YEAR 2022-2023**

WHEREAS, the Downtown Kissimmee Community Redevelopment Agency (the “DCRA”) budget is established to identify the projected Tax Increment Trust Fund revenues and allocated expenditures therefrom for the fiscal year beginning October 1, 2022 and ending September 30, 2023, and;

WHEREAS, Florida Statute 163.387 requires that any allocated revenues in the DCRA Trust Fund be expended for redevelopment projects pursuant to an annual budget authorized and approved by the DCRA; and

WHEREAS, a public hearing was held to provide the stakeholders within the DCRA district an opportunity to discuss the operating budget for the 2022-2023 fiscal year on September 13, 2022; and

WHEREAS, the DCRA approves and adopts said budget after the second budget hearing on September 27, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 2. This Resolution shall take effect immediately upon the adoption date below.

ADOPTED by the Downtown Kissimmee Community Redevelopment Agency Board of Directors this 27th day of September 2022.

Olga Gonzalez, Chair

ATTEST:

Linda Hansell, City Clerk

City of Kissimmee
Community Redevelopment Agencies (CRA's)

NOTICE OF PUBLIC HEARING

The City of Kissimmee Community Redevelopment Agencies will meet on Tuesday, **September 13, 2022 at 5:45 p.m.** for the first public hearing, and on Tuesday, **September 27, 2022 at 5:45 p.m.** for the second and final hearing to review, discuss and make a recommendation concerning the CRA's tentative budget for fiscal year 2023. Any interested party wishing to be heard on the issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting at Kissimmee City Hall, City Commission Chambers, 101 Church Street, 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).
September 22, 2022

**CITY OF KISSIMMEE
2023 ANNUAL BUDGET**

DOWNTOWN COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Downtown Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 202
Intergovernmental				
Revenue	\$ 1,316,052	\$ 1,391,840	\$ 1,428,363	\$ 1,585,860
Interest Earnings	10,440	15,000	5,000	10,000
Miscellaneous Revenue	62,196	182,536	66,085	66,085
Transfer from General Fund	908,528	960,847	986,061	1,094,788
Fund Balance Carryover	<u>2,212,568</u>	<u>1,822,310</u>	<u>2,910,482</u>	<u>2,008,806</u>
TOTAL SOURCES	\$ <u>4,509,784</u>	\$ <u>4,372,533</u>	\$ <u>5,395,991</u>	\$ <u>4,765,539</u>
Professional Services	\$ 58,860	\$ 66,250	\$ 55,605	\$ 108,000
Other Operating Costs	33,816	229,863	236,608	162,398
General Fund Admin Cost	101,448	101,752	101,752	106,840
Capital Outlay	495,098	1,280,952	1,507,949	850,000
Aid to Private Organizations	96,462	498,558	498,558	525,000
Transfer to Other Funds	813,618	986,713	986,713	1,171,656
Unrestricted Reserves	<u>2,910,482</u>	<u>1,208,445</u>	<u>2,008,806</u>	<u>1,841,645</u>
TOTAL USES	\$ <u>4,509,784</u>	\$ <u>4,372,533</u>	\$ <u>5,395,991</u>	\$ <u>4,765,539</u>

ITEM 3.B

Public Hearing - Resolution to adopt the Vine Street Community Redevelopment Agency Budget for Fiscal Year 2022-2023

Request

Staff requests the Vine Street Community Redevelopment Agency Board adopt the fiscal year 2022-2023 budget.

Explanation

Per Florida Statute 163.387, moneys in the redevelopment trust fund may be expended for undertakings of a community redevelopment agency as described in the community redevelopment plan only pursuant to an annual budget adopted by the board of the community redevelopment agency.

The Tax Increment Financing (TIF) revenues for the Vine Street CRA are \$1,602,498. The entire budget for the Vine Street CRA is \$3,497,023.

In addition to reserves in the amount of \$2,025,803, the budget includes the following:

General Fund Administration Cost:	\$106,840
Operating Cost:	\$186,580
Capital Outlay:	\$702,800
Aid to Private Organizations:	\$475,000

The Vine Street CRA will be working on upgraded streetlighting, landscaping, demolition of blighted structures and other redevelopment projects along the corridor. The budget includes operating funds, such as the Osceola Arts Mural Program, as well as the recently established Commercial Property Improvement Grant and Pioneer Project Incentive Program.

Recommendation

Staff recommends the Vine Street Community Redevelopment Agency Board adopt the fiscal year 2022-2023 budget.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. CRA Resolution 05-2022 - Resolution for Annual VCRA Budget 2023
2. CRA BH Ad Proof 2022
3. FY 2022-2023 Vine Street Community Redevelopment Fund Budget

**VINE STREET CRA
CRA RESOLUTION NO. 05-2022**

**A RESOLUTION ADOPTING THE VINE STREET COMMUNITY
REDEVELOPMENT AGENCY BUDGET FOR THE FISCAL YEAR 2022-2023**

WHEREAS, the Vine Street Community Redevelopment Agency (the “VSCRA”) budget is established to identify the projected Tax Increment Trust Fund revenues and allocated expenditures therefrom for the fiscal year beginning October 1, 2022 and ending September 30, 2023, and;

WHEREAS, Florida Statute 163.387 requires that any allocated revenues in the VSCRA Trust Fund be expended for redevelopment projects pursuant to an annual budget authorized and approved by the VSCRA; and

WHEREAS, a public hearing was held to provide the stakeholders within the VSCRA district an opportunity to discuss the operating budget for the 2022-2023 fiscal year on September 13, 2022; and

WHEREAS, the VSCRA approves and adopts said budget after the second budget hearing on September 27, 2022.

NOW, THEREFORE, BE IT RESOLVED BY THE VINE STREET COMMUNITY REDEVELOPMENT AGENCY, IN LAWFUL SESSION ASSEMBLED:

SECTION 1. Budgetary and accounting expenditure control will be established at the sub-object level as designated by the State of Florida Uniform Accounting System.

SECTION 2. This Resolution shall take effect immediately upon the adoption date below.

ADOPTED by the Vine Street Community Redevelopment Agency Board of Directors this 27th day of September 2022.

Olga Gonzalez, Chair

ATTEST:

Linda Hansell, City Clerk

City of Kissimmee
Community Redevelopment Agencies (CRA's)

NOTICE OF PUBLIC HEARING

The City of Kissimmee Community Redevelopment Agencies will meet on Tuesday, **September 13, 2022 at 5:45 p.m.** for the first public hearing, and on Tuesday, **September 27, 2022 at 5:45 p.m.** for the second and final hearing to review, discuss and make a recommendation concerning the CRA's tentative budget for fiscal year 2023. Any interested party wishing to be heard on the issue may submit testimony to be read into the official record to CityClerkEmail@kissimmee.gov prior to the start of the meeting at Kissimmee City Hall, City Commission Chambers, 101 Church Street, 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.

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September 22, 2022

**CITY OF KISSIMMEE
2023 ANNUAL BUDGET**

VINE STREET COMMUNITY REDEVELOPMENT FUND

This fund was established to account for the financial activity of the Vine Street Community Redevelopment Agency (CRA). Revenue is received based on the incremental increase in assessed value within the CRA's boundaries.

ACCOUNT	ACTUAL FY 2021	ADJUSTED BUDGET FY 2022	ESTIMATE FY 2022	BUDGET FY 2023
Intergovernmental				
Revenue	\$ 508,371	\$ 545,880	\$ 587,406	\$ 827,354
Interest Earnings	5,617	5,000	2,000	5,000
Miscellaneous		23,160		
Transfer from General				
Fund	476,290	511,432	550,338	775,144
Fund Balance Carryover	<u>1,133,805</u>	<u>1,707,557</u>	<u>1,974,853</u>	<u>1,889,525</u>
TOTAL SOURCES	\$ <u>2,124,083</u>	\$ <u>2,793,029</u>	\$ <u>3,114,597</u>	\$ <u>3,497,023</u>
General Fund Admin Cost	\$ 101,448	\$ 101,752	\$ 101,752	\$ 106,840
Operating Costs	37,782	52,440	52,440	186,580
Capital Outlay		946,500	946,500	702,800
Aid to Private Organizations	10,000	124,380	124,380	475,000
Unrestricted Reserves	<u>1,974,853</u>	<u>\$ 1,567,957</u>	<u>\$ 1,889,525</u>	<u>\$ 2,025,803</u>
TOTAL USES	\$ <u>2,124,083</u>	\$ <u>2,793,029</u>	\$ <u>3,114,597</u>	\$ <u>3,497,023</u>

ITEM 6.A

Kissimmee Main Street FY 2021-2022 Year-End Update and New Service Agreement for FY 2022-2023

Request

A year-end update for fiscal year 2021-2022 and approval of a new service agreement for fiscal year 2022-2023, from October 1, 2022 to September 30, 2023.

Explanation

The City of Kissimmee and CRA have been a longtime proponents of the Kissimmee Main Street Program and its contributions to the vitality of Downtown Kissimmee. Every year, through a Service Agreement between the City, the Downtown Kissimmee Community Redevelopment Agency (CRA) and Kissimmee Main Street, Kissimmee Main Street provides business recruitment and retention services, supporting and furthering small businesses throughout Downtown Kissimmee.

In addition, to attracting significant attention to Downtown Kissimmee with its annual signature events, Main Street has provided downtown businesses with critically needed support services, such as:

- Assisting new businesses with navigating local and state ordinances and regulations
- Assisting with basic business functions, such as business plans, finance and marketing
- Connecting downtown businesses to COVID-19 recovery resources and funding

Main Street has demonstrated its position as a valuable resource partner to the City and CRA. Staff is requesting approval of a new Service Agreement for FY 2022-2023 to allow Main Street to continue to provide business recruitment and retention services in Downtown Kissimmee.

Per the Agreement, Main Street responsibilities are:

A. Business Recruitment:

1. Conduct shopper surveys and market analysis to identify the types of businesses desired within the Main Street District.
2. Develop and implement an effective plan to promote vacant properties within the Main Street District.
3. Maintain current information on downtown business demographics. This information shall be posted on the Main Street website and available to the City's Development Services Department as well as the City's Economic Development Department.
4. Develop a marketing plan that promotes businesses and events in the Main Street District. Main Street shall work and meet regularly with the City's Communication and Public Affairs team to ensure all marketing plans work cohesively with the City's overarching message.
5. Promote and support the New Business Start-Up Grant in partnership with Kissimmee Utility Authority.
6. Work to explain the City building and renovation processes to prospective business owners. Main Street shall work with Development Services and other City Departments to develop a full understanding of the processes for the City's permitting and code enforcement offices.

B. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and City of Kissimmee

promotes downtown events.

2. Coordinate or assist with events and activities with businesses in the area to promote existing businesses in the Main Street District.
3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prosper to provide assistance to small businesses in the Main Street District.
4. Help Main Street District businesses navigate the City's permitting processes, signage processes and act as a general liaison between the City and the Main Street District businesses.

This Agreement also requires the City to provide resources and training to Main Street staff in support of business assistance efforts.

Upon approval of this Agreement, the City and CRA shall provide funding in the amount of One Hundred Forty-Nine Thousand and Seven Hundred Thirty-Four Dollars (\$149,734.00) to Main Street for salary and benefits for two full-time employee positions; the City shall provide One Hundred Nineteen Thousand and Seven Hundred Thirty-Four Dollars (\$119,734.00) and the CRA shall provide Thirty Thousand Dollars (\$30,000.00). These positions are an Executive Director position and a Small Business Liaison position.

The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to Main Street for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments.

The Main Street Board has approved and signed the new Agreement.

Financial Information

Account #	Project #	Increase / Decrease	Budget	Actual
10610508-508282		Decrease	\$50,000	\$50,000

Financial Summary:

The CRA has sufficient funds to support this annual agreement, programmed in the Aid to Private Organizations account.

Recommendation

Staff recommends approval of a new service agreement with Kissimmee Main Street for Fiscal Year 2022-2023, from October 1, 2022 to September 30, 2023.

REQUESTED CITY COMMISSION ACTION:

Approve

Department: Development Services
Presenter: Samia Singleton

Attachment(s):

1. Kissimmee Main Street Annual Report 2021-2022
2. Kissimmee Main Street Funding Agreement (2022-23)

As an essential part of the economic development in Historic Downtown; Kissimmee Main Street plays a critical role in bringing our small businesses and entrepreneurs support and prosperity. It's important now more than ever to protect and continue to aid our local economies.

To assist economic development and local leaders in this important work, we have multiple resources to help with all the processes. This dedication allows us to continue to foster professionals and innovative entrepreneurs to help enhance small businesses in our community.

Kissimmee Main Street continues to find new and innovative ways to highlight Downtown Kissimmee. Through are ever growing events to creative marketing, we take our slogan, "We Welcome the World" seriously.

By hosting several events we invite the community to take part in activities that leave a positive lasting impression of the heart of our city.

Events like:

KISSIMMEE VALLEY FARMERS MARKET

Kissimmee Main Street, in partner with the City of Kissimmee and Love Makes Me Grow, has been seeing continued growth of the Kissimmee Valley Farmers Market. Each month we are seeing increased attendance from both the community and vendors. We receive daily inquiries from small business owners from around Central Florida interested in vendor space. The December 1st market had a wide variety of items available and even a mini petting zoo with pygmy goats. It had 35 vendors and approximately 250 shoppers.

Boo on Broadway

Kissimmee Main Streets signature event, Boo on Broadway, was back in person in with record breaking attendance. After hosting Boo virtually in 2020, we worked tirelessly to bring this community favorite back in a fun and safe way. We partnered with SunRail to advertise this year and they clocked over 900 people use their transportation to come into Downtown Kissimmee that evening. We had over 70 vendors lining the length of Broadway on both sides. Families costumed and ready for a night of fun were entertained by live dance performances from various dance troops, musical acts, a family fun show from a local entertainment company. There was photobooths set up at the Welcome Station, a family game area, Adventures in Booville for the littlest visitors, a stilt walker roamed the street taking photos and interacting with kids. KPD and Parks & Recs staff were on hand throughout the evening and the event ran incredibly smooth despite a little rain at the beginning and towards the end. It is estimated that we saw about 6,000 people at this year's event. A few of our restaurants reported record breaking sales the night of the event.

Kissimmee 5K

The Kissimmee 5K, the only professionally timed 5K that occurs in the city, took place on Saturday, February 12th at the Kissimmee Lakefront Park. The race had just over 300 registered runners. Due to Covid-19, last year's 5k didn't include vendors. However, this year we were happy to have them join us again. In attendance were 2 different local gyms. Camp Gladiator is a returning vendor who once again hosted the race warm up and cool down. We had a new Downtown Kissimmee business, Carrion Chiropractic, participate as a vendor and provide free screenings for racers. Other vendors included the local Kiwanis Club, Authentic Philly Water Ice, Roast & Grind Coffee Makers, Battle Tested Fitness, and Samaritan at the Well. A new Kissimmee Main Street member, Keys Church volunteered and provided water to the runners along the race route. Racers were provided bananas and other nutritious snacks from Kissimmee Main Street. Sponsorship was once again provided by Toho Water Authority, Kissimmee Utility Authority, and the City of Kissimmee. This event allows us to make an annual donation to the American Heart Association.

Post event surveys conducted show that racers visited Downtown Kissimmee businesses including Big John's Rockin BBQ and Carinos Café after the race. 100% of those who participated in the survey stated they plan to attend this event again next year. 100% of those who participated in the survey stated they feel the event was well organized.

4th Annual Hop on Downtown

On April 3rd, Kissimmee Main Street welcomed 1000's of children and their parents to Historic Downtown Kissimmee for our annual Hop on Downtown event. Guests lined up at 421 Broadway where they had their temperatures checked with thermometers generously donated by Advent Health, the events key sponsor. The first children received a free easter bags inside the Welcome Station and all the kids had the opportunity to take photos at several photo booths.

After gathering information maps, they were free to move throughout Historic Downtown Kissimmee to enjoy various activities. Over 6,000 filled eggs were given searched and found as part of our Easter Egg Hunt at both the Kissimmee Police Department and Pleasant Street. Special eggs were identified with a sticker as well and those that found them received a special toy. Our merchants got in on the fun by providing family lunch specials. Several of them once again participated as 'Jellybean Hop Stops' where children could HOP through their door and receive a bag of jellybeans. And our special guest the Easter Bunny had lines wrapped around the corner as they waited to take their picture with him at The Adjusters Group, one of this years sponsors. This is a great way to get new potential customers in our merchants' front doors. There were make and take craft projects at Casa Del Artesano and cookie decorating at Candyland Designs Co. This was all offered for free to event guests. We had a huge amount of help from Kissimmee Christian Church, Keys Church and KPD with egg hunt, Jelly Bean Hop, and the family game area located on Dakin Ave. We are grateful to The City of Kissimmee, Advent Health and Toho Water Authority for their assistance with this always popular event.

We conducted a participant survey after the event. Below is some of the feedback we received:

Liberty University Fire & Ice Wind Symphony Concert

On Thursday, March 17, Kissimmee Main Street was honored to host the Liberty University 55-piece wind symphony. Their director contacted Kissimmee Main Street looking for the perfect location for a live performance in the heart of Kissimmee. After discussions with the city and our downtown business owners and residents, it was decided that a live performance on Dakin Ave would be the perfect location. The event was well attended and the following businesses reported increased sales the night of the event: 3 Sisters Speakeasy, Vintage Vino, 2 Brothers Steakhouse, Breeze, Seafood & Fries Bistro and Matador. Comments on social media from attendees were all very positive with many people stating they would love to see more live performances from an array of musical genres in the downtown. We are currently discussing opportunities to have local schools like OCSA (Osceola County School for the Arts) perform on perhaps a monthly basis in Downtown Kissimmee.

Seniors in the City

Seniors in the City shows continual growth in attendance. Our last event was Binglow. Held at Candyland Designs Co in Downtown Kissimmee, the community came out for a night of glow in the dark bingo. There was neon décor, black lights and a DJ, drinks and snacks all free for participants. We received numerous phone calls ahead of the event with people asking if it was strictly for seniors as they wished to attend as well. We had nearly 20 participants at this event.

Small Business Saturday

In a national campaign sponsored by American Express, Small Business Saturday is designed to encourage communities to come out and support their local small businesses during the holiday season. This event unfortunately didn't take place in 2020 due to the pandemic but we were happy to host it in person in 2021. The event was promoted on social media and our weekly e-newsletter. Visitors were encouraged to stop first at our office where we had photo booths, free breakfast and coffee, shopping bags courtesy of American Express and free pictures with Santa Claus. There was a station for children to write letters for Santa as well. There were specials offered by several of our restaurants and discounts offered at shops such as Lanier's Historic Downtown Marketplace, Awakened Auras and Lakeside Massage and Spa to name a few. In addition, we had approximately 20 vendors set up in the Scooterville lot offering additional items for purchase for holiday shoppers.

Light up DTK/ Parranda Event

In partnership with the City of Kissimmee and KUA, we once again hosted our Light Up Kissimmee event on November 27th. This was done in conjunction with a new event, our Parranda which is a traditional Puerto Rican event where families stroll from home to home caroling and folks join in as they travel. We began at Casa Del Artesano where 100's of participants joined us. The large group traveled to Matadors Tacos and Tapas and 3 Sisters Speakeasy where more participants joined. The group walked to Kissimmee Main Street and gathered around the Christmas tree. There was a dance performance from Downtown Kissimmee dance school Adanse dancers before lit up the tree in front of the Welcome Station. From there, the massive group walked to 1st United Methodist Church on Church where candles

were distributed, and the churches choir sang traditional holiday songs. Afterwards, the group moved to Kissimmee City Hall where we heard from Vice Mayor Felix Ortiz before lighting the tree there. This event overall brought up approximately 350 people, far beyond our expectations for a first-time event. We plan to bring it back next year based on its success.

Additionally, we assist several partnering events.

Kissimmee Main Street was proud to work alongside once again Downtown Kissimmee business owners, residents and volunteers to host our annual Thanksgiving Dinner Downtown. This event is a true testament to the heart this community holds. Volunteers gathered at 3 Sisters Speakeasy on Thanksgiving Day to prepare a traditional holiday meal for the less fortunate in our area. They were greeted by a host, given an option to dine inside or out, offered drinks and coffee and then served a meal offering turkey, ham, potatoes, rice, and more. We fed over 100 people in just over an hour.

We were honored to once again assist Arkeisha Reese, Founder of Team Kareem Memorial Foundation, with her annual Christmas with Team Kareem event on December 19th. This year over 350 children were gifted bicycles, toys, clothes and gift cards. We provide support to this event with venue, logistics planning, advertising and information on sponsorship opportunities.

Kissimmee Main Street worked alongside Commissioner Carlos Alvarez and several volunteers on Christmas Day to provide Christmas dinner to the less fortunate in Downtown Kissimmee. The event was held at Candyland Designs Co at 24B Broadway. In addition to a meal, guests were gifted backpacks and toiletries.

We continue to assist our downtown businesses through services like:

Kissimmee Main Street staff was on hand at two ribbon cuttings. One for the Ruby Plaza grand opening of the second location of Limbhelados. The same morning, we were present for the Lake Toho Marina ribbon cutting.

In Q2 we celebrated no less than three grand openings this quarter. The Sisters Mystical Cube, Essential Spas and The Seafood House.

Marketing

Kissimmee Main Street uses several platforms to market events and downtown businesses. The Main Street Minute is our weekly e-newsletter that is distributed to 5,211 local email addresses. This tool allows us to combine digital flyers for all upcoming events, promotions, and specials our merchants provide us that are happening in the following week. This year we also launched “K-Town Now” which is a text messaging system that allows us to provide immediate information to those who have signed up for the service. We will soon have available a digital, interactive marketing platform at the Kissimmee Main Street Welcome Station that will allow our businesses to share promotions with visitors. This new marketing platform will allow our merchants to provide up-to-date, eye catching visuals with guests.

The Kissimmee Main Street staff prides itself on continuing to build positive relationships with the business owners and staff in the CRA district. Through our efforts to keep in constant communication with them through various means such as our private Facebook page, email, text messaging, face-to-face visits, and our Friday morning coffee club, we believe we can stay aware of their needs and anticipate the best ways to support their businesses. We provide them a direct connection to the various departments within City Hall through our Small Business Liaison who can assist with several topics including but not limited to permitting, zoning, inspections, grants, and signage. Our Marketing Coordinator is here to help with social media and website support, logos, marketing materials, flyers, and one on one training on how business owners can best market their businesses. Between the support provided in these manners, the events we host that bring customers into their businesses, our promotion of their businesses on our social media platforms and the weekly Main Street Minute e-newsletter, we believe we give the small business owners several reasons to remain in Historic Downtown Kissimmee.

We also continue a strong partnership with DiscoverAbility, formerly known as Two 6 Resources, whereby they provide interns to both Kissimmee Main Street and merchants throughout the downtown. This partnership allows for locally owned businesses to receive labor at no cost and the intern the opportunity to be trained in various areas. We have had 7 interns in our office this year because of this relationship.

Kissimmee Main Street now entering it's 25th year as a nonprofit is committed to supporting the vision of the city and assisting the small businesses while meeting our mission of our mission to preserve and enhance Historic Downtown Kissimmee for the enrichment of present and future generations. We believe in preserving the past and shaping the future.

CITY OF KISSIMMEE FUNDING AGREEMENT WITH
KISSIMMEE MAIN STREET PROGRAM

THIS FUNDING AGREEMENT is made and entered into this ____ day of September, 2022, by and between the **CITY OF KISSIMMEE**, a municipal corporation of the State of Florida, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CITY," the **DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a Florida dependent special district, whose address is 101 Church Street, Kissimmee, Florida 34741, hereinafter referred to as "CRA," and **KISSIMMEE MAIN STREET PROGRAM, INC.**, a Florida not for profit corporation, whose address is 421 Broadway, Kissimmee, Florida 34741, hereinafter referred to as "Main Street" and each represent as follows:

RECITALS

WHEREAS, the CITY, CRA, and Main Street share a common vision and mission to promote, preserve, and enhance the City of Kissimmee's historic downtown district; and

WHEREAS, the CITY, CRA, and Main Street wish to work in coordination to address the economic development needs of the CITY consistent with the Downtown Kissimmee Redevelopment Plan dated November 2012; and

WHEREAS, Main Street is capable of promoting, marketing, and communicating with the public and small businesses in furtherance of economic development; and

WHEREAS, the CITY and CRA desire to support business recruitment and retention in the historic downtown.

NOW THEREFORE, in consideration of the mutual benefits, covenants, and promises contained herein, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated as part of this Agreement.
2. **TERM.** The term of this Agreement commences on October 1, 2022 and terminates on September 30, 2023.
3. **CITY/CRA RESPONSIBILITIES.**
 - a. The CITY and CRA shall provide funding in the amount of One Hundred Forty-Nine Thousand and Seven Hundred Thirty-Four Dollars (\$149,734.00) to Main Street for salary and benefits for two full time employee positions; the City shall provide One Hundred Nineteen Thousand and Seven Hundred Thirty-Four Dollars (\$119,734.00) and the CRA shall provide Thirty

12

Thousand Dollars (\$30,000.00). These positions shall be an Executive Director position and a Small Business Recruitment and Retention position.

- b. The CRA shall provide additional funding in the amount of Twenty Thousand Dollars (\$20,000.00) to Main Street for the purpose of administrative expenses, maintaining a website, and recruiting and retaining businesses in the CRA District. This funding shall be distributed quarterly in \$5,000.00 increments, contingent on the CRA's receipt of Quarterly Report from Main Street.
- c. The CITY and CRA staff will provide training to the Main Street staff on all aspects of the CITY's development and permitting process. Furthermore, CITY and CRA staff shall provide Main Street staff with the following resources:
 - i. A referral list of persons, businesses, agencies, and organizations that assist new and growing businesses.
 - ii. Reference materials for businesses that are starting up or looking to expand.
 - iii. CITY and/or CRA staff support when necessary to achieve the objectives of this Agreement.
 - iv. Access to Development Services Software (view only) to assist businesses in tracking and participating in the development review, permitting, inspection, and code enforcement processes.

4. MAIN STREET RESPONSIBILITIES.

- a. Main Street, following the guidelines of the CITY's Economic Development Plan, shall engage in small business recruitment and retention in the CRA District. This shall include but is not limited to:
 - i. Business Recruitment:
 - 1. Conduct shopper surveys and a market analysis to identify the types of businesses desired within the CRA District.
 - 2. Develop and implement an effective plan to promote vacant properties within the CRA District.
 - 3. Maintain current information on downtown business demographics. This information shall be posted on the Main Street website and available to the CITY's Development



Services Department as well as the CITY's Economic Development Department.

4. Develop a marketing plan that promotes businesses and events in the CRA District. Main Street shall work and meet regularly with the CITY's Communication and Public Affairs Division to ensure all marketing plans work cohesively with the CITY's overreaching message.
5. Promote and support the New Business Start-Up Grant in partnership with the Kissimmee Utility Authority.
6. Work to explain the CITY building and renovation processes to prospective business owners. Main Street shall work with the Development Services and other appropriate CITY Departments to develop a full understanding of the processes for the permitting and code enforcement within the CITY.

ii. Business Retention:

1. Create and distribute a Main Street newsletter that contains relevant business information and promotes downtown events.
 2. Coordinate or assist with events and activities with businesses in the area to promote those businesses in the CRA District.
 3. Work with the University of Central Florida Business Incubator, the Small Business Development Center, and Prospera to aid small businesses in the CRA District.
 4. Help CRA District businesses navigate the CITY permitting process, signage compliance, and act as a general liaison between the CITY and the CRA District businesses.
- b. Main Street shall provide quarterly reports to the Community Redevelopment Agency Manager outlining the efforts made toward business recruitment and retention. These reports shall be submitted by the fifteenth day of the month in January, April, and July. The Annual Report shall cover the quarterly report for October. Furthermore, Main Street shall provide a yearly update to the City Commission on business retention and recruitment efforts within the CRA District.



- c. Main Street shall provide an Annual Report due by October 1, 2023, that outlines the following:
 - i. Summary of website and social media activity.
 - ii. Summary of all events. This shall include events that Main Street hosted as well as events that Main Street participated in but were hosted by business owners in the CRA District.
 - iii. Summary of newsletter distribution.
 - iv. Summary of business recruitment efforts.
 - v. Summary of business retention efforts.
 - vi. Summary of market analysis and shopper surveys.
 - vii. Summary of business membership and past year comparisons.
 - d. Main Street shall continue to perform work necessary for the operation and furtherance of Main Street's not for profit mission.
 - e. The day to day operations of the Executive Director shall be evaluated yearly by the Main Street Executive Board. The Main Street Executive Board shall have hiring authority over the Executive Director consistent with CITY policies and procedures, using CITY's recruitment process. The hiring of all Main Street employees shall be subject to City Manager approval and successful completion of background checks and drug screening. The City Manager shall have authority to terminate Main Street employees for violation of City policies and procedures or dereliction of duty with subsequent notice to the Main Street Executive Board.
 - f. The Main Street Executive Board shall conduct a yearly evaluation of the Executive Director. The Executive Director shall conduct a yearly evaluation of all other Main Street employees.
 - g. The Executive Director shall ensure that the Small Business Recruitment and Retention Employee submits timesheets pursuant to CITY Rules and Regulations. These timesheets shall track comp time, flex time, and overtime.
5. **TERMINATION.** This Agreement shall terminate without action by either Party at the end of the term unless extended as per the terms of this Agreement. The Parties may, upon providing the other party ten (10) days written notice, terminate this Agreement, in whole or in part, at any time, because of the failure of a Party to fulfill any obligation under this Agreement. The Parties may, upon providing thirty (30)



days written notice, terminate the Agreement without cause. Termination shall not excuse breaches of this Agreement which have already occurred, nor be a waiver of any rights which the CITY might have for past, current, or future breaches.

6. **ENTIRE AGREEMENT.** This Agreement shall constitute the entire Agreement of the Parties. Any prior understanding or representation of kind preceding the date of this Agreement shall not be binding on either Party except as incorporated herein.
7. **MODIFICATIONS.** This Agreement may not be modified except by written consent of the Parties hereto.
8. **ASSIGNMENTS AND THIRD-PARTY BENEFICIARIES.** Main Street shall not assign this Agreement without the express written consent of the CITY. If an assignment occurs, all the terms, covenants, and Agreements contained herein shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. There are no third-party beneficiaries to this Agreement.
9. **NO WAIVER OF SOVEREIGN IMMUNITY.** Notwithstanding, nothing in this Agreement shall be construed as a waiver by CITY of its rights to statutory sovereign immunity pursuant to Fla. Stat. §768.28.
10. **WAVIER OF JURY TRIAL/AWARD OF ATTORNEY'S FEES.** It is mutually agreed by and between Main Street and the CITY that each of the Parties do hereby waive trial by jury in any action, proceeding or claim which may be brought by either of the Parties hereto against the other on any matters concerning or arising out of this Agreement. In any such action, each party shall be responsible for their own attorney's fees, including those incurred in appellate proceedings.
11. **VENUE/APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida and venue for any suit brought hereunder shall be litigated in Osceola County, Florida.
12. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.



13. **NOTICES.** Whenever any notice is required by this Agreement to be made, given or transmitted to the parties, such notice shall be served by certified or registered mail with return receipt, addressed to:

<u>Notice as to City/CRA:</u> City of Kissimmee ATTN: Samia Singleton 101 Church Street Kissimmee, FL 34741	<u>Notice as to Main Street:</u> Kissimmee Main Street ATTN: Diana Marrero-Pinto 421 Broadway Kissimmee, FL 34741
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14. **PUBLIC RECORDS.** MAIN STREET acknowledges CITY's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and that the constitutional and statutory provisions control over the terms of this Agreement. As such, MAIN STREET shall keep and maintain public records required by the CITY to perform the service.

If MAIN STREET has questions regarding the application of Chapter 119, Florida Statutes, to MAIN STREET's duty to provide public records relating to this Agreement, contact the Custodian of Public Records at 407-518-2308, cityclerkemail@kissimmee.gov and 101 Church Street, Kissimmee, Florida 34741.

1. If CITY's Custodian of Records requests records from MAIN STREET, MAIN STREET shall provide the City's Custodian of Records with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost charged by CITY, as provided in Chapter 119, Florida Statutes or as otherwise provided by law.
2. MAIN STREET shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the MAIN STREET does not transfer the records to CITY.
3. Upon completion of the contract, MAIN STREET shall transfer, at no cost, to CITY all public records in possession of MAIN STREET or keep and maintain public records required by CITY to perform the service. If MAIN STREET transfers all public records to CITY upon completion of the Agreement, MAIN STREET shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure



requirements. If MAIN STREET keeps and maintains public records upon completion of the Agreement, MAIN STREET shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of CITY. Unless otherwise directed by CITY, all records will be transferred at the conclusion of the Agreement.

4. Upon notice to MAIN STREET of a request to inspect or copy public records relating to CITY's agreement for services, MAIN STREET shall provide the records to CITY or allow the records to be inspected or copied within a reasonable time.
5. If MAIN STREET does not comply with CITY's request for records, such failure shall constitute a material breach and the Agreement shall terminate upon notice by the CITY.
6. If the MAIN STREET fails to provide the public records to CITY within a reasonable time may be subject to penalties under Florida Statutes §119.1

Signature page to follow.



IN WITNESS WHEREOF, the parties hereto have through their duly authorized representatives, approved and executed this Agreement for the purposes stated, herein, as of the date set below.

CITY OF KISSIMMEE:

Mayor

Date: _____

ATTEST:

City Clerk

Approved to form & legality

City Attorney

**DOWNTOWN KISSIMMEE
COMMUNITY REDEVELOPMENT
AGENCY:**

Chair

Date: _____

ATTEST:

City Clerk

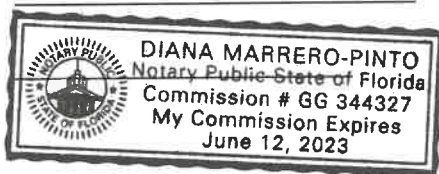
KISSIMMEE MAIN STREET:

John Fields
Chair

STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 26
day of August, 2022, by means of ☒ physical presence or ☐
online notarization,
by John Fields as President for Kissimmee
Main Street, a Florida corporation, who is personally known to
me or has produced identification.

Notary Seal:



Notary: Diana Marrero-Pinto

Print Name: Diana Marrero-Pinto

My Commission Expires:

ITEM 6.B

Resolution Adopting the First Amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

Request

Staff requests the Downtown Kissimmee Community Redevelopment Agency Board approve the resolution adopting the first amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

Explanation

The City has had a long-term goal of adding more housing in the Downtown Kissimmee Community Redevelopment Area (CRA) to increase the number of full-time residents in Kissimmee's Downtown and support the growing number of employers in the Medical Arts District. The Beaumont Redevelopment Site, currently a city-owned property of approximately 20 acres, is located on the south side of Martin Luther King Jr. Boulevard between Central and Clyde Avenues. The City acquired this property in 2018 for the purpose of fostering redevelopment consistent with the City's goals for the CRA and the Medical Arts District, and the Downtown Kissimmee CRA Redevelopment Plan.

In 2020, the City issued RFQ2020-006 to solicit a qualified private sector master developer to spearhead the redevelopment project to include varying medium and high density residential unit types, and mixed use and commercial buildings to compliment the nearby Medical Arts District. On November 2, 2020, the City Commission accepted Skyview's proposal and authorized the City Manager to negotiate with Skyview to acquire and develop the property. On December 21, 2021, the City Commission approved the Master Development Agreement between the City of Kissimmee, the CRA and Skyview.

The purpose of the Master Development Agreement was to establish the responsibilities of the Parties, the development schedule, applicable development regulations and standards, and to memorialize the public-private partnership created for the Beaumont Redevelopment Project, including incentives and associated obligations.

This Amendment seeks to make the following minor modifications to the Master Development Agreement:

- a. Extends the time of performance to allow an extra year to complete construction of the project;
- b. Replaces the Conceptual Site Plan attached as an exhibit to the Agreement with a more specific Site Plan reflecting the Developer's current site improvement plans;
- c. Clarifies the amount and type of workforce housing provided by the Developer within the redevelopment project;
- d. Describes the Developer's intent to abandon specific public ROWs; and
- e. Provides for signatures of both the City and the CRA to approve and ratify the Agreement and the Amendment.

Recommendation

City of Kissimmee

Staff recommends the Downtown Kissimmee Community Redevelopment Agency Board approve the resolution adopting the first amendment to the Master Development Agreement between the City of Kissimmee, Downtown Kissimmee Community Redevelopment Agency and Skyview Kissimmee Developer, LLC regarding the Beaumont Redevelopment Site.

REQUESTED CITY COMMISSION ACTION:

Adopt

Department: Development Services

Presenter: Samia Singleton

Attachment(s):

1. CRA Resolution 06-2022 - Resolution First Amendment to Skyview MDA

CRA RESOLUTION NO. 06-2022

A JOINT RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA AND THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, RELATING TO COMMUNITY REDEVELOPMENT WITHIN THE DOWNTOWN REDEVELOPMENT AREA; RATIFYING, AND APPROVING AND AUTHORIZING EXECUTION OF THE FIRST AMENDMENT TO, THE MASTER DEVELOPMENT AGREEMENT BETWEEN THE CITY, THE AGENCY, AND SKYVIEW KISSIMMEE DEVELOPER LLC; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KISSIMMEE, FLORIDA, AND BY THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY, AS FOLLOWS:

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to and under the authority of the City Charter, Section 163.01, Florida Statutes, the Community Redevelopment Act of 1969, codified in Part III, Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, and other applicable provisions of law.

SECTION 2. APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT.

(A) The Agency and City, respectively, hereby approve, authorize and direct execution of the First Amendment to the Master Development Agreement, in substantially the form attached hereto as Appendix A.

SECTION 3. RATIFICATION AND CONFIRMATION. Based upon the findings set forth in the Master Development Agreement, the Downtown Kissimmee Redevelopment Plan (the "CRA Plan") , and the public purpose advanced by redevelopment of the Redevelopment Area, all prior actions by the City and the Agency associated with advancing redevelopment of the Beaumont Redevelopment Parcel are in the public interest, serve public purposes and provide for accomplishing community redevelopment consistent with the CRA Plan. The findings herein and all prior actions and plans of the City and the Agency associated with redevelopment of the Beaumont Redevelopment Parcel, including without implied limitation entering into the Master Development Agreement, are hereby ratified and confirmed.

SECTION 4. GENERAL.

(A) If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or shall for any reason whatsoever be held invalid by a court of competent jurisdiction, then such provisions shall be null and void and shall be deemed separate from the remaining provisions of this Resolution.

(B) It is not the City's intention, and nothing herein shall be so construed, to impair the effectiveness of any prior action or resolution taken or adopted by the City or the Agency, with respect to the creation and establishment of the Agency, community redevelopment, the issuance of any bonds or obligations, or any other associated action taken by such governmental bodies.

(C) This Resolution shall take effect immediately upon its passage and adoption by both the Agency and City.

PASSED AND ADOPTED at a regular meeting of the Board of the Downtown Kissimmee Community Redevelopment Agency on the 27th day of September, 2022.

DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY

[Seal]

By: _____

Chair

Attest:

City Clerk

PASSED AND ADOPTED at a regular meeting of the City Commission on the 27th day of September, 2022.

CITY OF KISSIMMEE, FLORIDA

[Seal]

By: _____

Mayor

Attest:

City Clerk

Attachment: Appendix A

APPENDIX “A”

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

FIRST AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

This First Amendment to Master Development Agreement (“**Amendment**”) is entered into as of _____, 2022 (the “**Amendment Effective Date**”) by **THE CITY OF KISSIMMEE**, a Florida Municipal Corporation, (“**City**”) **THE DOWNTOWN KISSIMMEE COMMUNITY REDEVELOPMENT AGENCY**, a special district created pursuant to Part III, Chapter 163, Florida Statutes, (“**Agency**”) and **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, (“**SkyView**”).

References below to the “Parties” mean all of City, Agency, and SkyView, collectively. References below to a “Party” mean any or each of City, Agency, and SkyView, as appropriate in the context.

BACKGROUND

- A. City and SkyView entered into that certain Master Development Agreement dated as of December 21, 2021 (the “**MDA**”). The MDA details a collaboration among the Parties as authorized by City’s Downtown Kissimmee Community Redevelopment Plan (the “**CRA Plan**”). Pursuant to the MDA, the Parties agree to work in collaboration to develop the Project to compliment the adjacent Medical Arts District, improve overall infrastructure, and catalyze growth on and around the Beaumont Development Parcel.
- B. City approved and entered into the MDA in accordance with all procedural and other legal requirements applicable to City. SkyView also approved and entered into the MDA in accordance with all legal requirements and with SkyView’s charter and other governing documents.
- C. The officials elected to the City Commission also govern as members of Agency’s Board of Commissioners. Although the City considered and approved the MDA, no records exist evidencing the Agency’s approving and ratifying the MDA. Thus, even though Agency is a named party to the MDA, Agency has not signed the MDA.
- D. The Parties have refined the plans for the Project providing details that were not previously known. Those details include, among others, establishing width and alignments for adjacent right-of-ways; identifying areas of existing roads that require vacating; settling the configuration of lots and tracts on the plat; and refining the Beaumont Redevelopment Overall Site Plan.

NOW, THEREFORE, in consideration of the foregoing explanation and of the mutual covenants and agreements set forth below and in the MDA, the Parties hereby modify and amend the MDA as follows:

- 1. **Definitions.** Capitalized terms used but not defined herein shall have the same meanings ascribed therefor in the MDA.
- 2. **Execution and Ratification by Agency.** Agency has executed this Amendment after satisfying all procedural and other legal requirements applicable to Agency. Agency affirms

the MDA and this Amendment thereto meet the objectives and purposes of the CRA Plan and fulfills Agency's mission; and Agency hereby agrees and binds itself to the MDA, as amended and modified by this Amendment, and ratifies the actions heretofore taken in performance of the MDA.

3. **Substitution of Overall Site Plan.** The Exhibit "A" attached hereto replaces and supersedes the Exhibit B (Conceptual Plan Beaumont Redevelopment Parcel) attached to the MDA.
 - a. References in the MDA to "Exhibit B," "conceptual plan," "overall site plan," "Conceptual Plan Beaumont Redevelopment Parcel," and other references to the plan attached as Exhibit B to the MDA shall be deemed to refer to the Exhibit "A" attached hereto.
 - b. The proposed uses and designs depicted on Exhibit "A" attached hereto, including without implied limitation the widths of the right-of-ways, are consistent and comply with City's Comprehensive Plan and CRA Design and Technical Standards, and are compatible with City's adopted Form Based Code, as approved pursuant to DRC application #SP-22-001 on May 3, 2022.
4. **Abandoned Right-of-Way.** Pursuant to Section 5.03 of the MDA, on City's vacation of the right-of-way areas described in Exhibit "B" attached hereto (the "**Abandoned Areas**"), the Abandoned Areas shall be added to and included in the Beaumont Development Parcel and to Phase I thereof.
5. **City Support.** Section 10.03 of the MDA (City Support of Economic Development and Workforce Housing) is amended and restated as follows:

10.03 CITY SUPPORT OF ECONOMIC DEVELOPMENT AND WORKFORCE HOUSING.

In order to facilitate advancing the goals of the CRA Plan, City will provide economic development incentives to SkyView as outlined in Exhibit "D" including but not limited to ~~a reduction or waiver of building permit fees, a reduction or waiver of parks and recreation impact fee credits,~~ additional public parking; funding for completion of the Ancillary Public Improvements; ~~reduction or waiver of mobility fees~~ waiver of all permit fees (for vertical construction permits), all inspection fees, all parks and recreation impact fees, and all mobility fees; and funding pursuant to the available CRA funding, grants and incentive programs. ~~In order to increase the availability of workforce housing located in proximity to the Medical District, the City shall provide economic support for development of 5% of the units in Phase I as workforce housing affordable to household with incomes between 80-120% of Area~~

~~Median Income, with a minimum of sixteen (16) units available for households with incomes at 80% AMI. ("Workforce Units"). City support is described in Exhibit "D". SkyView Kissimmee I, LP, its successors, heirs or assignees, will provide an annual report to the City documenting income verification for residents of Workforce Units.~~

SkyView will lease sixteen (16) units (six studio units, five 1-bedroom units, and five 2-bedroom units) of the 312 total units at rates the Florida Housing Finance Corporation (in its index for Income Limits and Rent Limits) reports are affordable to households with incomes at 80% of Area Median Income (the "80% AMI Units"). SkyView will have the right from time to time to designate the 80% AMI Units; provided, however, all 80% AMI Units shall have the same finishes as are provided in the market rate units. Tenants of 80% AMI Units must pay the same charges other tenants must pay, without discount or reduction, for other services, including without implied limitation, if applicable, parking, pest control, wifi, amenities fees, and trash removal and other valet services. SkyView will provide an annual report to the City documenting income verification for residents of 80% AMI Units. This obligation of SkyView to lease the 80% AMI Units below market rates will expire twenty (20) years after the issuance of a Certificate of Occupancy for Phase I, at which time SkyView will have the right to let all units at market rates. City is not required to provide economic support to SkyView for the 80% AMI Units.

6. **Rights.** City and Agency agree as lands are conveyed to SkyView, City and Agency will not reserve any of the rights, titles, claims, or interests described in Section 270.11, Florida Statutes. City and Agency expressly decline to reserve or retain any such rights, titles, claims, or interests.
7. **Development Schedule.** The Exhibit "C" attached hereto replaces and supersedes the Exhibit E (Development Schedule) attached to the MDA. References in the MDA to "Exhibit E," "Development Schedule," and other references to the schedule attached as Exhibit E to the MDA shall be deemed to refer to the revised schedule attached hereto as Exhibit "C".
8. **Commencement Date and Initial Term.** The Parties agree the "Commencement Date" prescribed in Section 3.01 of the MDA is extended to and shall hereafter be the Amendment Effective Date. As a consequence, the "Initial Term" (which is also prescribed in Section 3.01 of the MDA) shall expire at noon on the date which is five (5) calendar years following the Effective Date of this Amendment.
9. **Ratification.** City and Agency confirm the Findings of Fact set forth in the MDA also justify the modifications to the MDA made by this Amendment. The Parties hereby ratify and

confirm the MDA, subject to the modifications effectuated by this Amendment. All provisions of the MDA not modified by this Amendment will remain in full force and effect and remain unchanged by the terms of this Amendment. As used herein, underlined words indicate additions to existing texts, and ~~stricken~~ words include deletions from the existing text of the MDA. To the extent of any inconsistency between the Amendment and the MDA, the terms and conditions of this Amendment shall control.

10. **Severability**. If any provision of this Amendment is found to be invalid or unenforceable, that provision will be severed from this Amendment and the remainder of this Amendment will continue to be binding and enforceable.
11. **Counterparts**. This Amendment may be executed in multiple counterparts. The signature of any Party to a counterpart shall be deemed to be the signature to, and may be appended to, any other counterpart. A Party shall be bound by this Amendment by executing a counterpart hereof, then transmitting the executed counterpart to the other Parties via email in .pdf or similar format.
12. **Further Assurances**. Each Party will, without additional consideration, sign, acknowledge, and deliver any other document[s] and take any other action necessary or appropriate and reasonably requested by another Party to carry out the intent and purpose of this Amendment and the MDA.
13. **Final Approval**. This Amendment is expressly subject to, and shall not be or become effective or binding on, City or Agency until approved by City's City Commission and Agency's Board of Commissioners and is fully executed on behalf of City and Agency and any appeal period, if applicable, has expired.
14. **SkyView Authority**. The individual executing this Amendment on behalf of SkyView represents and warrants that he or she is duly authorized to execute on behalf of and bind SkyView to this Amendment.
15. **Exhibits**. The following Exhibits referenced above are attached to, incorporated in, and form a material part of this Amendment:
 - a. Exhibit "A" (the Overall Site Plan and the Plat Plan); and
 - b. Exhibit "B" (Abandoned Areas); and
 - c. Exhibit "C" (Revised Development Schedule).

[The Parties have signed on the following pages.]

[Signature page for First Amendment to Master Development Agreement]

ATTEST:

CITY OF KISSIMMEE

By: _____

City Clerk

By: _____

Print name:

Print name: _____

As its: _____

ATTEST:

**DOWNTOWN KISSIMMEE COMMUNITY
REDEVELOPMENT AGENCY**

By: _____

City Clerk

By: _____

Print name:

Print name: _____

As its: _____

WITNESSES SIGNATURES:

SKYVIEW KISSIMMEE DEVELOPER LLC

Signature: _____
Print name: _____

By: _____
Print name: _____

Signature: _____
Print name: _____

As its: _____

STATE OF FLORIDA
COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☐ physical presence or ☐ online notarization on _____, 2022, by _____, as _____ of **SKYVIEW KISSIMMEE DEVELOPER LLC**, a Delaware limited liability company, on behalf of the company. He/She ☐ is personally known to me or ☐ has produced _____, as identification.

SIGNATURE OF NOTARY

PRINT NAME OF NOTARY

(SEAL)

NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires: _____

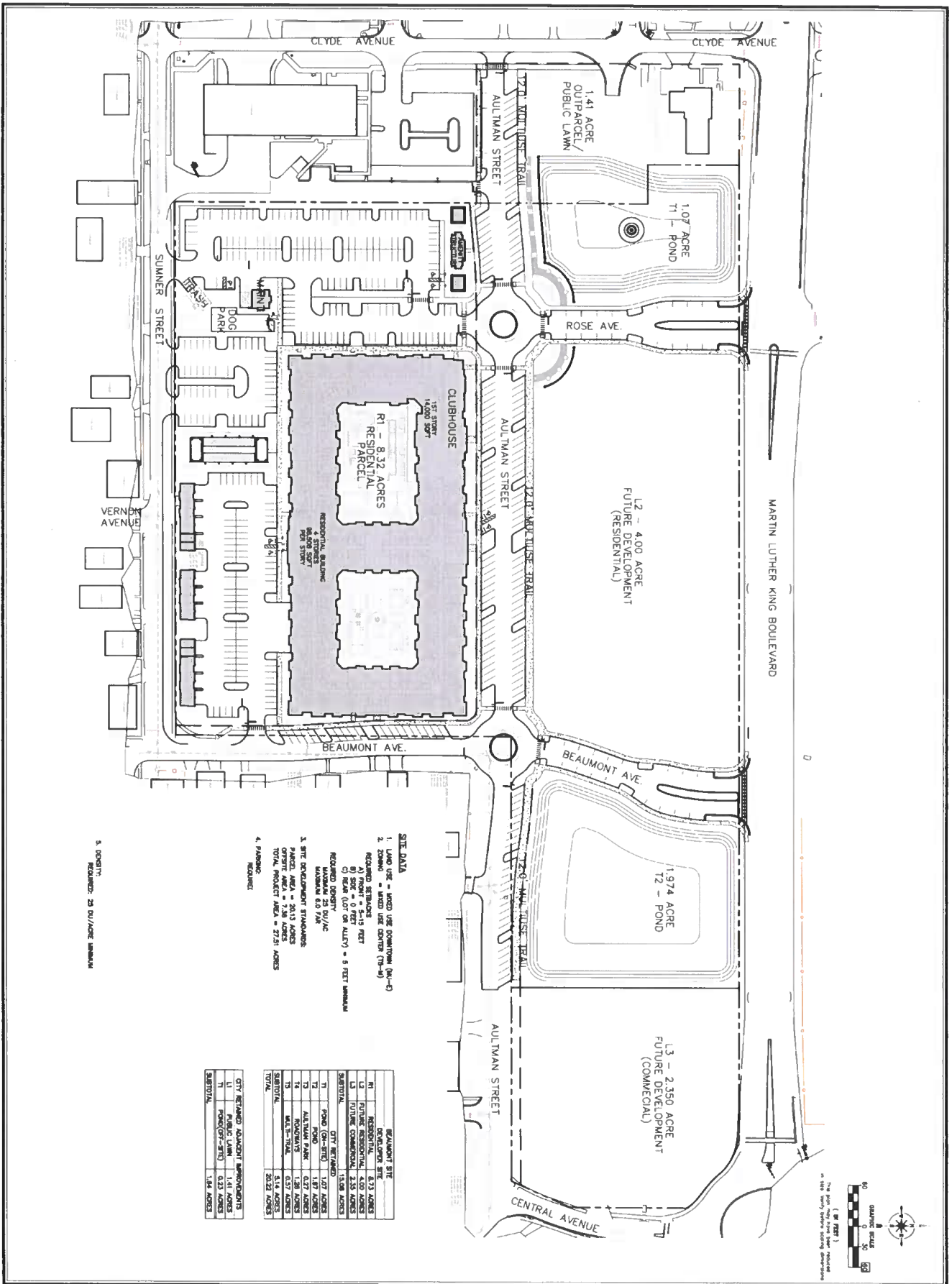
EXHIBIT "A"

AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

COMPOSITE AMENDMENT EXHIBIT A

OVERALL SITE PLAN AND PLAT PLAN

(Following 3 Pages)



- SITE DATA**
1. LAND USE - MIXED USE DOWNTOWN (M-U)
 2. ZONING - MIXED USE CENTER (T3-M)
 3. SITE DEVELOPMENT STANDARDS
 - a) MIN. LOT AREA = 10,000 SQ. FT.
 - b) MIN. LOT FRONTAGE = 100 FEET
 - c) MIN. LOT OR ALLEY = 5 FEET MINIMUM
 4. PARKING REQUIRED: 20 SPACES PER 1,000 SQ. FT.

BEAUMONT SITE	
R1	RESIDENTIAL 8.32 ACRES
L3	FUTURE COMMERCIAL 2.35 ACRES
T1	POND 1.07 ACRES
T2	POND 1.974 ACRES
T3	POND 1.974 ACRES
TOTAL	15.66 ACRES

CITY RETAINED ADJACENT IMPROVEMENTS	
L1	PUBLIC LANE 1.41 ACRES
T1	POND 1.07 ACRES
TOTAL	2.48 ACRES

OVERALL SITE PLAN

Scale: As Noted
 Date: 02/04/2022
 Project No: 7337001

Design: CD
 Drawn: CD
 Checked: AA

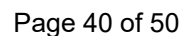
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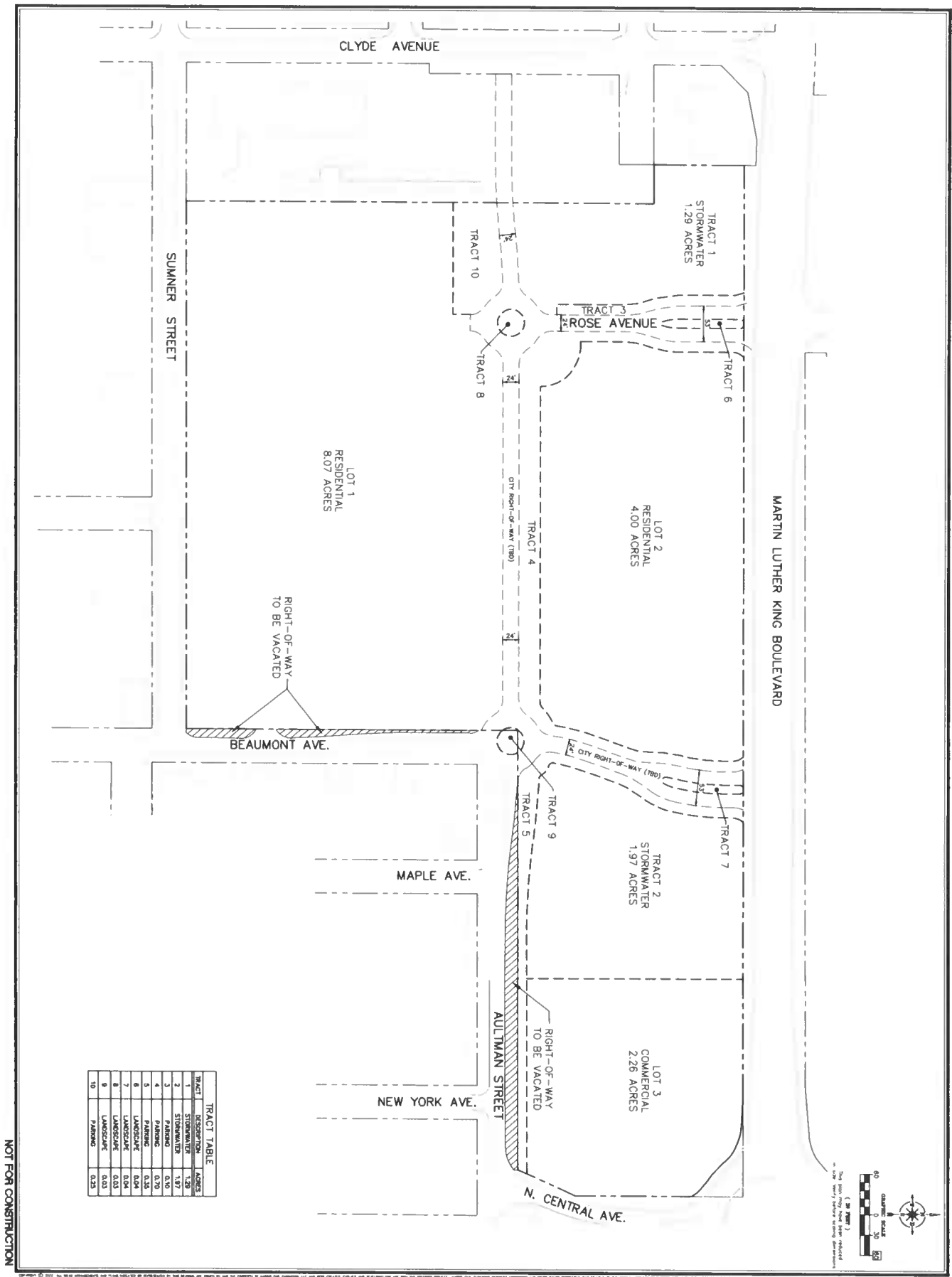
No.	Date	Description
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5		
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7		
8		
9		
10		

BEAUMONT REDEVELOPMENT

CITY OF KISSIMMEE, FLORIDA

HARRIS
 HARRIS CONSULTING, LLC
 1200 E. Highway Street
 Kissimmee, Florida 34759
 Phone: (407) 524-1777
 Fax: (407) 524-1888
 www.harrisconsulting.com
 03/01/14





TRACT TABLE	
TRACT	ACRES
1	1.29
2	1.97
3	0.50
4	0.70
5	0.50
6	0.04
7	0.04
8	0.03
9	0.03
10	0.23

NOT FOR CONSTRUCTION

HARRIS
 Harris Civil Engineers, LLC
 1200 E. Alafia Avenue
 Suite 200
 Kissimmee, Florida 34763
 Phone: (407) 334-1177
 Fax: (407) 334-1888
 www.harrisengineers.com
 03/06/14

North Arrow
 Scale: 1" = 50' (AS SHOWN)
 Note: All dimensions are in feet and inches.

BEAUMONT REDEVELOPMENT PH1
 CITY OF KISSIMMEE, FLORIDA

Revisions:

No.	Date	Description

PLAT PLAN
 Scale: As Noted
 Date: 04/08/2012
 Project No: 7357001
 Design: CD
 Drawn: CD
 Checked: AA

C015
 DHC#22-SKREXX

EXHIBIT "B"

AMENDMENT TO MASTER DEVELOPMENT AGREEMENT

EXHIBIT B ABANDONED AREAS

(Following 7 Pages)

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEETS 2 & 3 OF 3 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Aultman Street, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

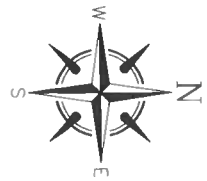
Begin at the Southeasterly corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the West Right of Way line of Central Avenue; thence N89°57'18"W, along the South line of said Lot 1, said line also being the North Right of Way line of Aultman Street, a distance of 579.54 feet; thence departing said North Right of Way line, run S84°48'22"E, a distance of 29.17 feet; thence S84°53'56"E, a distance of 31.01 feet; thence S82°33'44"E, a distance of 44.39 feet; thence S83°19'49"E, a distance of 20.72 feet; thence S84°14'22"E, a distance of 10.64 feet; thence S85°09'55"E, a distance of 21.28 feet; thence S86°23'58"E, a distance of 21.28 feet; thence S87°56'32"E, a distance of 31.92 feet; thence S89°16'46"E, a distance of 89.66 feet; thence N89°49'35"E, a distance of 247.35 feet to the Point of Curvature of a curve, Concave to the North, having a Radius of 51.22 feet and a Central Angle of 39°52'08"; thence run Easterly along the Arc of said curve, a distance of 35.64 feet (Chord Bearing = N69°53'31"E, Chord = 34.93 feet); thence N02°11'36"E, a distance of 6.82 feet to the Point of Beginning.

Containing 9,187 square feet or 0.211 acres, more or less.

REQUESTED BY: SKYVIEW KISSIMMEE DEVELOPER, LLC

SHEET 1 OF 3

DATE OF SURVEY	7/14/2022	REVISIONS	JOHNSTON'S SURVEYING INC. 900 Cross Prairie Parkway, Kissimmee, Florida 34744 Tel. (407) 847-2173 Fax (407) 847-5140  7/15/2022 RICHARD D. BROWN, P.S.M. #5700 (DATE) NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.
SCALE	1" = 60'		
F.B.	PAGE		
SECTION	21		
T&P	25 S. R&G. 29 E		
JOB NO.	20-274A		



SCALE: 1" = 60'

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION

LOT 1
OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED AULTMAN
STREET RIGHT OF WAY
9,187 SF/0.211 AC±

POINT OF
BEGINNING
SOUTHEASTERLY
CORNER LOT 1 &
WEST RIGHT OF WAY
CENTRAL AVENUE

15' D.U.E.
EAST LINE LOT 1
WEST RIGHT OF WAY LINE

CENTRAL AVENUE
R/W WIDTH VARIES



AULTMAN STREET
(60' RIGHT OF WAY)

MAPLE AVENUE
(50.6' R/W)

NEW YORK AVENUE
(50.6' R/W)

BLOCK D

BLOCK C

OSBORN & ONEIL ADDITION
PLAT BOOK 1, PAGE 7

OSBORN & ONEIL ADDITION
PLAT BOOK 1, PAGE 7

- LEGEND AND ABBREVIATIONS**
- TWP. = TOWNSHIP
 - RNG. = RANGE
 - NO. = NUMBER
 - LB. = LICENSED BUSINESS
 - R/W = RIGHT OF WAY
 - P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
 - TEL. = TELEPHONE
 - F.B. = FIELD BOOK
 - PL. = PLAT BOOK
 - ± = PLUS OR MINUS
 - & = AND

JOHNSTON'S
SURVEYING INC.

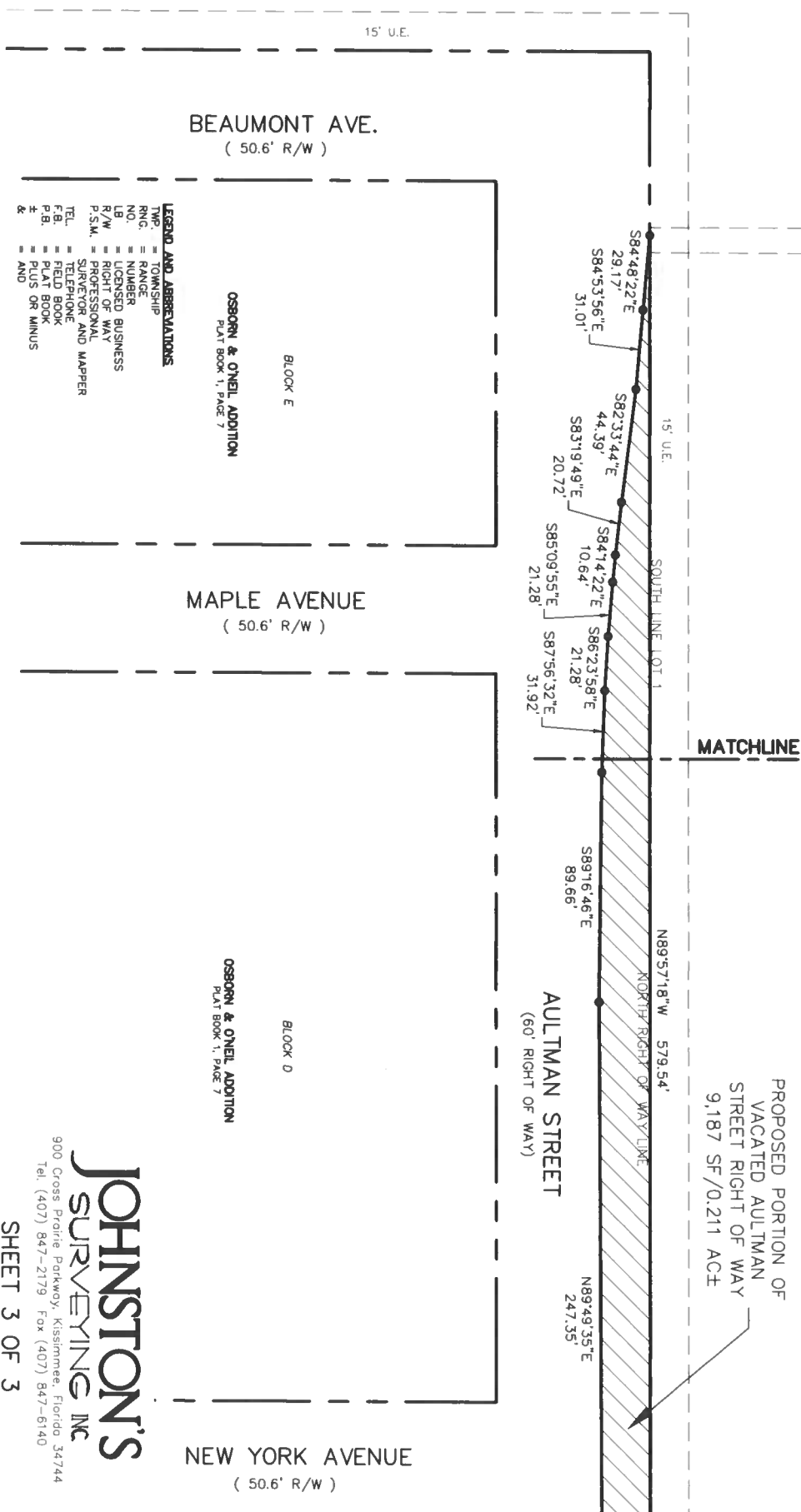
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SHEET 2 OF 3



LOT 1

PROPOSED PORTION OF
VACATED AULTMAN
STREET RIGHT OF WAY
9,187 SF/0.211 AC±



JOHNSTON'S
SURVEYING INC.
900 Cross Pkwy Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 2 OF 2 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Beaumont Avenue, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Southeast corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the North Right of Way line of Sumner Street; thence departing said North Right of Way line, run N00°06'36"E, along the West Right of Way line of Beaumont Avenue, a distance of 133.24 feet to the Point of Beginning; thence continue N00°06'36"E, along said West Right of Way line, a distance of 299.84 feet to a Point on a Non-Tangent Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 31°51'34"; thence departing said West Right of Way line, run Southerly along the arc of said curve, a distance of 13.90 feet (Chord Bearing = S15°49'09"E, Chord = 13.72 feet); thence S00°02'07"E, a distance of 108.24 feet; thence S01°56'08"E, a distance of 25.04 feet to the Point of Curvature of a curve, Concave to the East, having a Radius of 1,041.50 feet and a Central Angle of 03°18'01"; thence run Southerly along the Arc of said curve, a distance of 59.99 feet (Chord Bearing = S03°35'09"E, Chord = 59.99 feet) to a Point of Reverse Curve, Concave to the West having a Radius of 945.23 feet and a Central Angle of 04°15'39"; thence Southerly along the arc, a distance of 70.29 feet, (Chord Bearing = S03°06'20"E, Chord = 70.28 feet) to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 64°16'19"; thence run Southwesterly along the arc of said curve, a distance of 28.04 feet (Chord Bearing = S28°44'22"W, Chord = 26.60 feet) to the Point of Beginning.

Containing 1,967 square feet or 0.045 acres, more or less.

REQUESTED BY: SKYVIEW KISSIMMEE DEVELOPER, LLC

SHEET 1 OF 2

DATE OF SURVEY	7/14/2022	REVISIONS	JOHNSTON'S SURVEYING INC. 900 Cross Prairie Parkway, Kissimmee, Florida 34744 Tel. (407) 847-2173 Fax (407) 847-6110 <i>R.D.B.</i> RICHARD D. BROWNE, F.S.M. #5700 (DATE) 7/15/2022 NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL
SCALE	1" = 60'		
FB	PAGE		
SECTION	21		
TWP	25 S. RNC. 29 E		
JOB NO.	20-274A		



SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SCALE: 1" = 60'

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED BEAUMONT
AVENUE RIGHT OF WAY
1,967 SF/0.045 AC±

20' D.W.E.

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

POINT OF
BEGINNING

POINT OF
COMMENCEMENT

SOUTHEAST CORNER LOT 1,
OSCEOLA COUNTY
GOVERNMENT BEAUMONT
COMPLEX & NORTH RIGHT
OF WAY OF SUMNER STREET

15' U.E.

SOUTH LINE LOT 1
NORTH RIGHT OF WAY LINE

SUMNER STREET
(50.6' R/W)

AULTMAN STREET
(60' RIGHT OF WAY)

L=13.90', R=25.00'
Δ=31°51'34"
CB=S15°49'09"E
CH=13.72'

15' U.E.

S00°02'07"E 108.24'

BEAUMONT AVE.
(50.6' R/W)

BLOCK E

OSBORN & O'NEIL ADDITION
PLAT BOOK 1, PAGE 7

25.04'
S01°56'08"E

N00°06'36"E 299.84'

L=59.99', R=1041.50'
Δ=3°18'01"
CB=S03°35'09"E
CH=59.99'

L=70.29', R=945.23'
Δ=4°15'39"
CB=S03°06'20"E
CH=70.28'

L=28.04', R=25.00'
Δ=64°16'19"
CB=S28°44'22"W
CH=26.60'

WEST RIGHT OF WAY LINE
N00°06'36"E 133.24'

LEGEND AND ABBREVIATIONS

TWP. = TOWNSHIP
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R/W = RIGHT OF WAY
P.S.M. = PROFESSIONAL
SURVEYOR AND MAPPER
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JOHNSTON'S
SURVEYING INC.

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

SHEET 2 OF 2

SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 2 OF 2 FOR SKETCH

LEGAL DESCRIPTION:

A parcel of land being a portion of Beaumont Avenue, lying in Section 21, Township 25 South, Range 29 East, Osceola County, Florida and being more particularly described as follows:

Begin at the Southeast corner of Lot 1, OSCEOLA COUNTY GOVERNMENT BEAUMONT COMPLEX, according to the plat thereof, as recorded in Plat Book 12, Pages 45 and 46 of the Public Records of Osceola County, Florida and the North Right of Way line of Sumner Street; thence departing said North Right of Way line, run N00°06'36"E, along the West Right of Way line of Beaumont Avenue, a distance of 103.33 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 25.00 feet and a Central Angle of 63°36'31"; thence departing said West Right of Way line, run Southeasterly along the arc of said curve, a distance of 27.75 feet (Chord Bearing = S31°05'33"E, Chord = 26.35 feet); thence S00°42'26"W, a distance of 67.08 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 28.58 feet and a Central Angle of 32°09'39"; thence run Southwesterly along the arc of said curve, a distance of 16.04 feet (Chord Bearing = S26°33'08"W, Chord = 15.83 feet); thence N85°26'30"W, a distance of 5.92 feet to the Point of Beginning.

Containing 1,257 square feet or 0.029 acres, more or less

REQUESTED BY: SKYVIEW KISSIMMEE DEVELOPER, LLC

SHEET 1 OF 2

DATE OF SURVEY	7/14/2022	REVISIONS
SCALE	1" = 60'	
P.B.	PAGE	
SECTION	21	
TWP	25 S., RANG. 29 E.	
JOB NO	20-274A	

JOHNSTON'S
SURVEYING INC.

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Tel. (407) 847-2179 Fax (407) 847-6140

R.D.B.

7/15/2022

RICHARD D. BROWNE, P.S.M. #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL



SKETCH OF DESCRIPTION TO VACATE RIGHT OF WAY

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SCALE: 1" = 60'

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

20' D.U.E.

LOT 1

OSCEOLA COUNTY GOVERNMENT
BEAUMONT COMPLEX
PLAT BOOK 12, PAGES 45 & 46

PROPOSED PORTION OF
VACATED BEAUMONT
AVENUE RIGHT OF WAY
1,257 SF/0.029 AC±

POINT OF
BEGINNING

SOUTHEAST CORNER LOT 1,
OSCEOLA COUNTY
GOVERNMENT BEAUMONT
COMPLEX & NORTH RIGHT OF
WAY LINE OF SUMNER STREET

15' U.E.

SOUTH LINE LOT 1
NORTH RIGHT OF WAY LINE

SUMNER STREET
(50.6' R/W)

L=16.04', R=28.58'
Δ=32°09'39"
CB=S26°33'08"W
CH=15.83'

15' U.E.

EAST LINE LOT 1
WEST RIGHT OF WAY LINE

BEAUMONT AVE.
(50.6' R/W)

AULTMAN STREET
(60' RIGHT OF WAY)

BLOCK E

OSBORN & O'NEIL ADDITION
PLAT BOOK 1, PAGE 7

L=27.75', R=25.00'
Δ=63°36'31"
CB=S31°05'33"E
CH=26.35'

LEGEND AND ABBREVIATIONS

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SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
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SHEET 2 OF 2

EXHIBIT "C"

Amendment 1 - Exhibit C - DEVELOPMENT SCHEDULE AND MILESTONES

	Target Start	Target End	Milestone
Development Agreement Signed			Dec-2021
MDA Amendment 1 Signed			Sep-2022
Demolish Buildings in Phase 1 / Phase 1 API footprint	Aug-2022	Sep-2022	
Demolish Buildings in Phase 2 footprint		Jun-2024	
Demolish Buildings in Phase 3 footprint		Jan-2026	
Phase 1 - Multi-Family Apartment Building (20 months)			
Ancillary Public Improvements (API) Engineering and Permitting	Dec-2021	Aug-2022	
API Construction	Sep-2022	Sep-2023	
Building Design and Permitting	Dec-2021	Dec-2022	
Close on Land			Dec-2022
Building Construction	Dec-2022	Jan-2024	
Vertical Building Construction	Jan-2023		Per 6.03
Completion			Jan-2024
Phase 2 - Residential or Mixed Use Building (21 months)			
API Engineering and Permitting	Jan-2024	Jul-2024	
API Construction	Jul-2024	Jan-2025	
Building Design and Permitting	Jan-2024	Jul-2024	
Close on Land			Jul-2024
Building Construction	Jul-2024	Oct-2025	
Vertical Building Construction	Sep-2024		Per 6.03
Completion			Oct-2025
Phase 3 - Mixed-Use Commercial Building (23 months)			
API Engineering and Permitting	Aug-2025	Feb-2026	
API Construction	Feb-2026	Feb-2027	
Building Design and Permitting	Aug-2025	Feb-2026	
Close on Land			Dec-2025
Building Construction	Feb-2026	Jun-2027	
Vertical Building Construction	May-2026		Per 6.03
Completion			Jun-2027
End of Initial Development Term (5 years)			Sep-2027

Exhibit E - DEVELOPMENT SCHEDULE AND MILESTONES

Target Start	Target End	Milestone
		Dec-2021
Mar-2022	Apr-2022	
	Oct-2023	
	May-2025	
Dec-2021	May-2022	
Apr-2022	Apr-2023	
Dec-2021	May-2022	
		Apr-2022
May-2022	Jul-2023	
Jul-2022		Per 6.03
		Jul-2023
Jun-2023	Nov-2023	
Nov-2023	May-2024	
Jun-2023	Nov-2023	
		Nov-2023
Nov-2023	Feb-2025	
Jan-2024		Per 6.03
		Feb-2025
Dec-2024	Jun-2025	
Jun-2025	Jun-2026	
Dec-2024	Jun-2025	
		Apr-2025
Jun-2025	Oct-2026	
Sep-2025		Per 6.03
		Nov-2026
		Nov-2026