



AB

MEETING NOTICE

Orlando City Hall, Veterans Conference Room, 2nd Floor at 3:00PM

Welcome,

We are glad you have joined us for the February 22, 2023 Community Redevelopment Agency Advisory Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1st floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - a. January 25, 2023 – CRA Advisory Board Meeting
4. Public Comment
5. New Business
 - a. District Gastro Bar License Agreement – David Barilla, Acting Executive Director
 - b. Amendment One to the Amended and Restated Open Space Agreement – David Barilla, Acting Executive Director
 - c. Retail Stimulus Program: Eola Nails Skin Care Bar, Michael Whiteman, Economic Development Coordinator
6. Date of Next Meeting
7. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

MEMORANDUM

TO: Jamie Barati, Chair
Monica McCown, Vice Chair
Eugene Jones
Kimberly Stewart
Rachel Moalli
Doug Taylor
Commissioner Emily Bonilla

FROM: David Barilla, Acting Executive Director of the Downtown Development Board/Community Redevelopment Agency

DATE: February 22, 2023

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, February 22, 2023.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the January 25, 2023 Community Redevelopment Agency Advisory Board Meeting

Public Comment:**New Business:****a. District Gastro Bar License Agreement, David Barilla, Acting Executive Director**

District GastroBar is a full-service restaurant at 532 West Church Street being operated by District Gastrobar Hospitality Group, LLC. The CRA owns the adjacent parcel at 504 West Church Street. District GastroBar would like to use a portion of the CRA's property to construct and operate an outdoor dining area for the restaurant. The proposed license agreement allows for such use and requires District GastroBar to pay a monthly license fee and maintain the area. The license may be terminated by the CRA at any time upon 30 days' notice.

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the License Agreement, subject to review and approval of the City Attorney's Office and authorize execution of the Agreement by the Chair and Executive Director.

b. Amendment One to the Amended and Restated Open Space Agreement, David Barilla, Acting Executive Director

In 2019, the City of Orlando and the Community Redevelopment Agency (CRA) entered into an Open Space Agreement related to open spaces and plazas in the Downtown Community Redevelopment Area. Consistent with Part III, Chapter 163, Florida Statutes

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

and the CRA's Downtown Orlando Redevelopment Plan goals, the agreement addresses the importance of the creation and enhancement of open space, allowing the

CRA to engage in the installation, construction and reconstruction of parks, including planning and design. Earlier this year, the CRA approved an Amended and Restated version of the Open Space Agreement.

This current amendment, Amendment One to the Amended and Restated Open Space Agreement is for the design work related to Phase 1 of the Lake Eola Master Plan. Amendment One will allow the CRA to fund Phase 1 design work to replace two antiquated restroom buildings and to improve the area(s) in their vicinity. Total funding is not to exceed an amount of \$400,000.

Staff requests that the CRA Advisory Board recommend to the CRA approval of Amendment One to the Amended and Restated Open Space Agreement, subject to review and approval by the City's Attorney's Office and authorization for the Chairman and Executive Director to execute such Amendment.

c. **Retail Stimulus Program: Eola Nails Skin Care Bar, Michael Whiteman, Economic Development Coordinator**

In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior

buildouts of new retail establishments within the CRA. In 2020, the Program was amended to allow qualifying businesses to be eligible for up to \$75,000 or 50% of the total cost of tenant improvements related costs, whichever is less, as well as to allow a one-time award of up to \$25,000 to cover rent expenses. The maximum funding amount per eligible business is \$100,000.

Eola Nails Skin Care Bar has applied for funding under the Program to make eligible improvements to the retail space located at 520 E. Church Street, Suite #107, Orlando, FL 32801. Funding received would be used for plumbing, mechanical, electrical, HVAC, lighting, flooring and life safety improvements. The total cost associated with eligible improvements is \$450,000 based on the estimates provided. Under the Program, the applicant is eligible for \$75,000 for tenant improvements and \$25,000 in rent assistance, bringing the total funding amount that Eola Nail Bar is eligible for to \$100,000.

Staff requests that the CRA Advisory Board recommend to the CRA approval the CRA Retail Stimulus Program Funding Agreement between the Community Redevelopment Agency and Eola Nails Skin Care Bar for the business located at 520 E. Church Street, Suite #107, Orlando, FL 32801, subject to review and approval of the City Attorney's Office, and authorization for the Chair of the CRA and Executive Director to execute such Funding Agreement.



AB

Date of Next Meeting:

The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, March 22, 2023 at 3:00PM in the Veterans Conference Room.

Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

REVOCABLE LICENSE AGREEMENT
For Outdoor Dining Area at 504 West Church Street

THIS REVOCABLE LICENSE AGREEMENT (“Agreement”) is made and entered into this twentieth day of March, 2023 (“Effective Date”), by and between the Community Redevelopment Agency of the City of Orlando, a body politic and corporate of the State of Florida and a Community Redevelopment Agency created pursuant to Part III, Chapter 163, Florida Statutes, whose address is 400 S. Orange Avenue, Orlando, Florida 32801 (“CRA”), and District Gastrobar Hospitality Group, LLC, a Florida limited liability company whose address is 534 W. Church Street, Orlando, FL 32805 (“DISTRICT GASTROBAR” or “Licensee”).

WHEREAS, DISTRICT GASTROBAR is the owner of the real property and building located at 532 West Church Street, and more particularly described in Exhibit A attached hereto (“Building”), within which DISTRICT GASTROBAR operates a full service restaurant and bar, with at least 51% of its gross revenue from the sale of food and non-alcoholic beverages (“Restaurant”); and

WHEREAS, the CRA owns certain land immediately adjacent to the east of the Building, and more particularly described as Parcel 1 on the attached Exhibit B, incorporated herein, by this reference (“License Space”); and

WHEREAS, DISTRICT GASTROBAR has requested that the CRA grant a license to DISTRICT GASTROBAR to use the License Space for an outdoor patio dining area for the Restaurant; and

WHEREAS, the CRA has agreed to grant a license of the License Space to DISTRICT GASTROBAR for its construction, operation and maintenance of an outdoor dining patio area, subject to the terms and conditions set forth herein; and

WHEREAS, the CRA has determined that entering into this Agreement with respect to the License Space is in the best interests of the CRA and is provided in pursuit of the legitimate public purpose of encouraging redevelopment and location of retail businesses, and services within the Downtown Orlando Community Redevelopment Area (“Area”), as contemplated by the DTOutlook, the Redevelopment Plan for the Area.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and DISTRICT GASTROBAR agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. License Space. The CRA hereby licenses to DISTRICT GASTROBAR the License Space, Parcel 1 as shown on Exhibit B, for the construction, operation, maintenance, and repair of an outdoor patio dining area as part of the Restaurant (“Outdoor Dining Area”). The License Space shall not be in active use after 12:00 a.m. (midnight) any day. No other use, including parking for the Restaurant, shall be permitted within the License Space without the prior, written consent of the CRA. Additionally, notwithstanding the foregoing, the parties recognize that the easternmost 12 feet of the License Space is

included in the License Space solely for the purpose of providing a buffer to access the transformer as required by Orlando Utilities Commission and not for Licensee's operation of the Restaurant, including the Outdoor Dining Area.

3. Term of License Period. The term of this Agreement shall be for a period of five (5) years ("License Period") commencing on March 20, 2023 ("Commencement Date") and expiring on March 19, 2028 ("Expiration Date"). So long as DISTRICT GASTROBAR has abided by all terms and conditions of this Agreement during the License Period, the License may be renewed for an additional five (5) terms of one (1) year each ("Renewal Period") at the sole option of the CRA. No interest in real property is conveyed to Licensee by this Agreement, and as set forth in section 14 hereof, the license contemplated hereunder is revocable in the discretion of the CRA.

4. License Fee. Beginning on the first day of the month following DISTRICT GASTROBAR's obtaining a certificate of occupancy for the operation of the Outdoor Dining Area in the License Space or on August 1, 2023, whichever is earlier, and continuing throughout the License Period, DISTRICT GASTROBAR shall pay to the CRA a monthly license fee, plus any applicable taxes. During Year 1 of the License Period, DISTRICT GASTROBAR shall pay the CRA a license fee in the amount of six hundred thirty dollars (\$630.00) per month, plus any applicable taxes. For each successive year of the License Period, including any Renewal Period, the license fee shall increase five percent (5%) per year.

5. Security Deposit. Upon the Commencement Date, DISTRICT GASTROBAR shall pay the CRA a security deposit in the amount of one thousand two hundred and sixty dollars (\$1260.00) as security for its performance of its obligations under this License.

6. Utilities. DISTRICT GASTROBAR, at its sole cost and expense, shall arrange and pay for all utilities required for the Outdoor Dining Area.

7. Use of the License Space by Licensee. At its sole cost and expense, DISTRICT GASTROBAR shall construct, operate, maintain, and repair the License Space and Outdoor Dining Area. DISTRICT GASTROBAR covenants that the License Space shall not be used for any purposes other than as specifically described herein.

8. DISTRICT GASTROBAR Maintenance and Security Obligations. At its sole cost and expense, DISTRICT GASTROBAR shall be responsible for maintenance of the License Space, including keeping it in a clean and sanitary condition free of trash, garbage, and other debris. DISTRICT GASTROBAR shall also be responsible for repairing any damage caused by its use of the License Space, normal wear and tear excepted. DISTRICT GASTROBAR shall secure for the License Space at all times that the Outdoor Dining Area is not in use or the Restaurant is closed. Such security shall include prohibiting access to the License Space during hours of closure and keeping trespassers off the License Space at all times to the extent feasible.

9. Compliance With Law. The construction, operation, maintenance and repair of the Outdoor Dining Area shall at all times be in compliance with applicable federal, state, and local laws, rules, regulations, codes and ordinances, including, but not limited to, the City of Orlando's Building Code and Land Development Code, and the Americans With Disabilities Act.

10. No Nuisance. Licensee shall not bring to the License Area anything that would create objectionable or unpleasant odors; place or permit any radio, television, loud speaker or amplifier at the Restaurant or within the License Area without obtaining proper permits from the City prior to such use; take any action which in the exclusive judgment of Licensors would constitute a nuisance or disturb or endanger customers or unreasonably interfere with the businesses conducted within the properties adjacent to the License Area; or do anything which in the exclusive judgment of Licensors would tend to injure the reputation of the CRA or City or other buildings adjacent to the License Area.

11. Appearance Review Board Approval/Commencement of Construction. DISTRICT GASTROBAR shall construct the Outdoor Dining Area in accordance with the terms of the Appearance Review Board approval of the Outdoor Dining Area set forth in item ARB 2022-10027 from the Board meeting of July 21, 2022, attached hereto as Exhibit "C" and incorporated herein by this reference. The plans for such construction shall be provided to the CRA Executive Director prior to commencement of construction for his approval. DISTRICT GASTROBAR shall commence construction of the Outdoor Dining Area within three hundred sixty-five (365) days of its receipt of such ARB approval unless otherwise approved by the CRA's Executive Director.

12. Liability/Indemnification. To the extent provided by Florida law, DISTRICT GASTROBAR shall be solely responsible for all liabilities and losses suffered due to DISTRICT GASTROBAR's use of the License Space, and shall indemnify, defend and hold harmless the CRA and the City of Orlando, their elected and appointed officials, officers, agents, and employees from any suits, actions, damages, liability, and expenses in connection with loss of life, bodily or personal injury, property damage or otherwise arising from or out of any occurrence in, on, at, or from the occupancy or use by DISTRICT GASTROBAR of the License Space. Additionally, to the maximum extent this agreement may be made effective according to law, Licensee agrees that the CRA and City shall not be responsible or liable to Licensee, or to those claiming by, through, or under Licensee, for any loss or damage that may be occasioned by or through the actions or omissions of persons using, occupying, or visiting the License Area.

13. Insurance.

A. DISTRICT GASTROBAR shall purchase, maintain, and keep in full force and effect, and good standing insurance written for not less than the limits of liability specified below, or required by law, whichever is greater:

(1) Worker's Compensation and Employer's Liability (if applicable)	(present Florida Statutory Limit)
(2) Comprehensive General Liability	
Bodily Injury	\$1,000,000.00
Property Damage	(Combined single limit)
(3) Liquor Liability	\$1,000,000.00

B. Insurance certificates evidencing all required types of insurance shall be filed with the CRA upon the final execution of this Agreement. The insurance certificates shall be fully acceptable to the CRA in both form and content and shall provide and specify that the insurance coverage shall not be canceled, modified, or coverage reduced without at least thirty (30) calendar days prior written notice

having been given to the CRA. The CRA shall be listed as an additional insured on all insurance coverage required by this Agreement, except Worker's compensation insurance. The failure of DISTRICT GASTROBAR to provide the insurance required by this Agreement shall be considered a material breach of this Agreement and shall be, if not cured within the time-period set forth in Section 15 below, sufficient cause for the CRA to terminate the Agreement.

14. Termination/Revocation of Agreement.

(a). Termination For Cause. This Agreement may be terminated prior to the end of the License Period (as such License Period may be extended in accordance with the terms hereof) in the event of a default by either party to the extent allowed in this Agreement, which default continues beyond any applicable notice and cure period.

(b) Revocation of License/Termination for Convenience. The License granted pursuant to this Agreement is revocable by the CRA, at its sole and absolute discretion; therefore, upon thirty (30) days prior, written notice from the CRA's Executive Director to DISTRICT GASTROBAR that the CRA is exercising its right to revoke this License, this Agreement shall terminate.

15. Surrender of Possession. Upon the expiration, termination, or revocation of this License DISTRICT GASTROBAR shall surrender and peacefully deliver possession of the License Space to the CRA in a good, clean and sanitary condition, normal wear and tear excepted. In addition, upon the expiration, termination, or revocation of this License, at the option of the CRA, DISTRICT GASTROBAR shall either remove all improvements installed within the License Space or leave such improvements. If the CRA requires removal of the improvements, then DISTRICT GASTROBAR shall promptly remove such improvements within fifteen (15) days of notice from the CRA requesting removal, and DISTRICT GASTROBAR shall repair any damage to the License Space caused by such removal. If the CRA requires that the improvements remain, then such improvements shall become the property of the CRA free and clear of any claims or liens. Should DISTRICT GASTROBAR not properly clean or repair the License Space as contemplated by this section 15, the CRA may conduct such cleaning, removal, and repair or cause such cleaning, removal, and repair to occur and DISTRICT GASTROBAR shall be responsible for making payment to the CRA for such costs incurred by the CRA for cleaning, removal, and repair.

16. DISTRICT GASTROBAR Event of Default. The occurrence of any of the events stated in this section shall be a DISTRICT GASTROBAR event of default under this Agreement ("DISTRICT GASTROBAR Event of Default"). A DISTRICT GASTROBAR Event of Default occurs whenever DISTRICT GASTROBAR shall do, or permit anything to be done, whether by action or inaction, contrary to any material covenant or agreement on the part of DISTRICT GASTROBAR herein contained or contrary to any of DISTRICT GASTROBAR's obligations under this Agreement, which DISTRICT GASTROBAR fails to remedy within thirty (30) calendar days after CRA has given DISTRICT GASTROBAR written demand specifying the same.

17. CRA Default Remedies. If DISTRICT GASTROBAR commits a DISTRICT GASTROBAR Event of Default, without further notice or demand, CRA is authorized to exercise the following remedies to the extent permitted by law:

(a) CRA may give DISTRICT GASTROBAR written notice of CRA's intent to end the term of this Agreement on a day no less than thirty (30) calendar days after DISTRICT GASTROBAR's receipt of such notice (the "CRA Termination Date"). This Agreement shall expire and terminate upon the CRA Termination Date as fully and completely and with the same force and effect as if the day so specified were the expiration/termination date specified in this Agreement. At that time all rights of the parties under this Agreement shall expire and terminate; or

(b) Institute legal proceedings to specifically enforce this Agreement.

The right to seek damages is hereby irrevocably waived by CRA, except to the extent specifically provided herein.

18. CRA Failure. So long as a DISTRICT GASTROBAR Event of Default has not occurred and the CRA Executive Director has not revoked the license as permitted by section 14(b) above, the CRA shall perform, honor, and uphold its obligations hereunder. In the event of any failure by CRA to perform, honor and uphold its obligations hereunder, then in such event DISTRICT GASTROBAR shall have the right, in its sole discretion, to pursue injunctive relief and/or specific performance against the CRA to enforce the terms and conditions of this Agreement.

The right to seek damages is hereby irrevocably waived by DISTRICT GASTROBAR.

19. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and delivered by hand, by nationally recognized overnight air courier service (such as Federal Express) or by United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the party's notice address. A notice shall be deemed to have been delivered and received on the earlier of the date actually received (by whatever means sent, including means not authorized by this section) or on the date of transmittal by telecopier, or the first (1st) business day after having been delivered to a nationally recognized overnight air courier service for "next business day" delivery, or on the third (3rd) business day after having been deposited with the United States Postal Service registered or certified mail, return receipt requested. Each party shall be provided a copy of all notices sent pursuant to this Agreement. Addresses for delivery of notice shall be as follows:

To CRA:

Executive Director
Community Redevelopment Agency of the City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801
Telephone: (407) 246-3361
Facsimile: (407) 246-3359
Email: thomas.chatmon@downtownorlando.com

Copy to:

Real Estate Division Manager
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801
Telephone: (407) 246-2653
Facsimile: (407) 246-3129

Email: laurie.botts@orlando.gov

To DISTRICT GASTROBAR: Thomas Bonds, Member
District Gastrobar Downtown Development, LLC
534 W. Church Street
Orlando, FL 32805
Telephone: (407) 832-8070
Email: thomas1.bonds@gmail.com

20. Amendments. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto.

21. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the License Space and the Spaces and shall supersede all prior written or oral agreements or understandings between the parties with respect to such License Space and Spaces.

22. Sovereign Immunity. CRA is a governmental entity that has limits of liability set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of CRA beyond that provided in section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of CRA's sovereign immunity under section 768.28, Florida Statutes.

23. Jury Waiver. CRA and DISTRICT GASTROBAR waive trial by jury in any action, proceeding, or counterclaim involving any matter whatsoever arising out of or in any way connected with this Agreement.

24. Assignment/Subletting. This Agreement, and the rights and obligations hereunder, shall not be assigned by DISTRICT GASTROBAR without the prior, written consent of the CRA.

25. Waiver. No waiver at any time of any of the provisions hereof by Licensor or Licensee shall be construed as a waiver of any of the other provisions hereof, and a waiver at any time of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. No payment by Licensee or acceptance by Licensor, of a lesser amount than shall be due from Licensee to Licensor shall be treated otherwise than as a payment on account.

26. Applicable Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in Orange County, Florida, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES OF PARTIES
APPEAR ON FOLLOWING PAGES.)

IN WITNESS WHEREOF, DISTRICT GASTROBAR and CRA have hereunto executed this Revocable License Agreement-504 West Church Street on the day and year written below.

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Buddy Dyer
Chairman

ATTEST:

David Barilla
Acting Executive Director

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 2023

Assistant City Attorney

SIGNATURES CONTINUED ON FOLLOWING PAGE

**The District Gastrobar Hospitality Group, LLC, a
Florida limited liability company**

By: _____
Casey Preston

WITNESSES:

Sign Name: _____

Print Name: _____

Sign Name: _____

Print Name: _____

EXHIBIT "A"
Restaurant Building Property Description

THE NORTHWEST QUARTER OF LOT 2 AND BEGIN AT NORTHWEST CORNER OF LOT 2 OR W.G. WHITE'S SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK A, PAGE 129, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, RUN WEST 4.86 FEET, THENCE SOUTH 167.70FEET, THENCE EAST 4.36FEET, THENCE NORTH 167.70 FEET, TO THE POINT OF BEGINNING, LESS RIGHT OF WAY FOR CHURCH STREET.

Street Address: 532 West Church Street Orlando, FL 32805 Orange County

Parcel ID: 26-22-29-9268-00-023

LICENSE SPACE-Parcel 1



EXHIBIT A

JOB NUMBER: IS-109641 SOD

DATE: 12/27/22

REVISION DATE(S): (REV.1 12/27/2022)

PARCEL 1

A PORTION OF LOT 2, JACKSON COURT, A REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 136, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 2, JACKSON COURT, A REPLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 20, PAGE 136, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, THENCE RUN ALONG THE NORTH LINE OF LOT 2, SOUTH 89°58'05" EAST A DISTANCE OF 42.14 FEET; THENCE DEPARTING SAID NORTH LINE, RUN SOUTH 00°03'14" WEST A DISTANCE OF 38.34 FEET; THENCE RUN NORTH 89°58'05" WEST A DISTANCE OF 42.14 FEET TO THE WEST LINE OF LOT 2; THENCE RUN NORTH 00°03'14" EAST, ALONG SAID WEST LINE, A DISTANCE OF 38.34 FEET TO THE POINT OF BEGINNING.





EXHIBIT C
Appearance Review Board

Appearance Review Board Staff Report

July 21, 2022

504 W. Church Street The District Outdoor Patio

ARB2022-10027

Applicant

Thomas Bonds

Owner

Thomas Chatmon, Director
Community Redevelop-
ment Agency

Requested Action

Request for a Major Certi-
ficate of Appearance Ap-
proval for the development
of an outdoor patio adja-
cent to the restaurant.

Recommendation

Approval subject to the
conditions in the staff re-
port.

Project Planner

Richard Forbes, AIA
Appearance Review Official



Aerial Photograph

Subject Site

Summary

Project Description

Request for a Major Certificate of Appearance
Approval for the development of an outdoor patio
adjacent to the restaurant.

including outdoor patio space was approved
by the ARB in August of 2017 and the
façade renovations were completed,
however, the outdoor dining was not.

Project Background

- The subject site is located adjacent to the
restaurant located at 532 West Church
Street. The restaurant property is zoned AC-
2/T/PH and the property that is to be used

as the patio is zoned PD/T/PH and is part of
a Planned Development for the Jackson Court
Apartments.

- Property is currently vacant and owned by
the CRA.

- ARB2017-00028 for
Tim's Place Gastro Pub

Public Notice

A placard advertising this ARB meeting was posted at the subject property; as of July 14th no inquiries or comments have been received regarding this application.

Project Overview

The applicant is proposing add an outdoor patio to the east side of the District Restaurant and Bar at 532 West Church Street. The land is owned by the Community Redevelopment Agency and the applicant is in the process of getting approval to use a portion of the property that extends from the east side of the 532 East Church Street building to the larger transformer.

Previous ARB approvals from 2017 for renovations to the building showed various schemes for outdoor dining in the adjacent lot but were never constructed and permission to use the lot was not given. The existing building at 532 West Church Street was constructed in 1922, and is a contributing structure to the Holden-Parramore National Register Historic District.

There are two transformers located in the area of the proposed patio and they are shown to be enclosed with new walls and gates. The proposed patio area also contains a dead palm tree and some Bougainvillea that will need removal. Adjacent to this area is also the Jackson Court apartments and what appears to be a swale. The proposal shows a covered area and it is not clear how water drainage from the roof will occur. The water should drain to the rear and must be accommodated. The floor of the new patio is shown to be a wood deck which is not appropriate to the downtown area and is shown raised up several steps from the sidewalk. The patio deck shows 4 steps up to the floor which seems high considering the floor level of the adjacent building. It would appear that this puts the patio at a much higher level than the interior of the existing building restaurant and bar. Generally the pergola materials are compatible with the existing building. The proposal shows a new fixed window, new double doors from the existing building to the patio and a single door from the interior bar to the exterior bar. Both of these doors and the window will require additional minor review to determine exact location and style. The plans show double gates and a single entry exit gate opening up to the east and into the vacant lot and this area is not part of this proposal. The double gates should be removed and replaced with wall and fence. The single gate may remain as emergency exiting if necessary.

ARB Conditions of Approval

ARB Staff has reviewed the proposed improvements and is recommending approval with the following conditions:

1. ARB Approval

- A. Permits—ARB approval does not grant permission to construct or install improvements. All applicable permits must be obtained prior to commence of demolition and/or construction activities.
- B. Agreements to use the site must be obtained prior to permitting.
- C. Modifications to the approved ARB plans must be submitted to ARB staff for review and approval. Significant modifications may require additional approval by the Appearance Review Board.

2. Dining Patio

- A. Area under consideration is only the area up to the existing larger transformer.
- B. Remove the double gates shown on east side of the patio and replace with wall/fence.
- C. Proposed window and doors on the east side of the building will require additional ARB minor review.
- D. Outdoor Dining Area Canopy—The profile and material of the outdoor dining area canopy shall be compatible with the material and profile of the Church Street canopy.
- E. Final colors and materials along with physical samples will need additional staff approval.
- F. Landscaping shrubs shown at rear of patio shall continue to wall of existing building at 532 W Church St.
- G. Concrete block transformer enclosures shall have a stucco finish to match the existing building.
- H. Use a more durable material for the patio than the wood decking shown such as pavers or concrete.

3. Mechanical Equipment and Utilities

- A. Venting & Exhaust—All restaurant venting and exhaust shall be directed to the roof of the building, unless an acceptable alternative is approved by the Appearance Review Officer. Restaurant venting is not permitted on any street facing façade of the building and must not be visible from the public right-of-way. All other vents and exhaust must be a minimum of 12 ft. above grade and must be integrated into the building design so as to be seamless with the overall architecture of the building. Exterior vents shall be painted to match the color of the façade around them.
- B. Mechanical Equipment—All ground mounted and rooftop mechanical equipment shall be screened to the top of the equipment and meet the screening conditions of the Land Development Code. An interior screen wall or parapet for rooftop mechanical equipment may be required. The interior screen wall or parapet shall be the same height as the installed mechanical equipment height.
- C. Backflow Preventer—Backflow preventer[s] shall be located so as to not be directly visible from the right-of-way and should be screened from view as necessary. They shall be clearly identified on the final utilities plan.
- D. Electric Meters and Switch Boxes — Electric meters and switch boxes mounted to exterior walls shall not be located on street facing facades.

4. Signage

- A. ARB Approval—All exterior signage must be submitted for an ARB Minor Review prior to submittal of sign permits.

Site Photos

ARB



View of 532 W Church St and Patio Site (Limit of Patio Area)



Detail View of Area for Patio

Site Photos

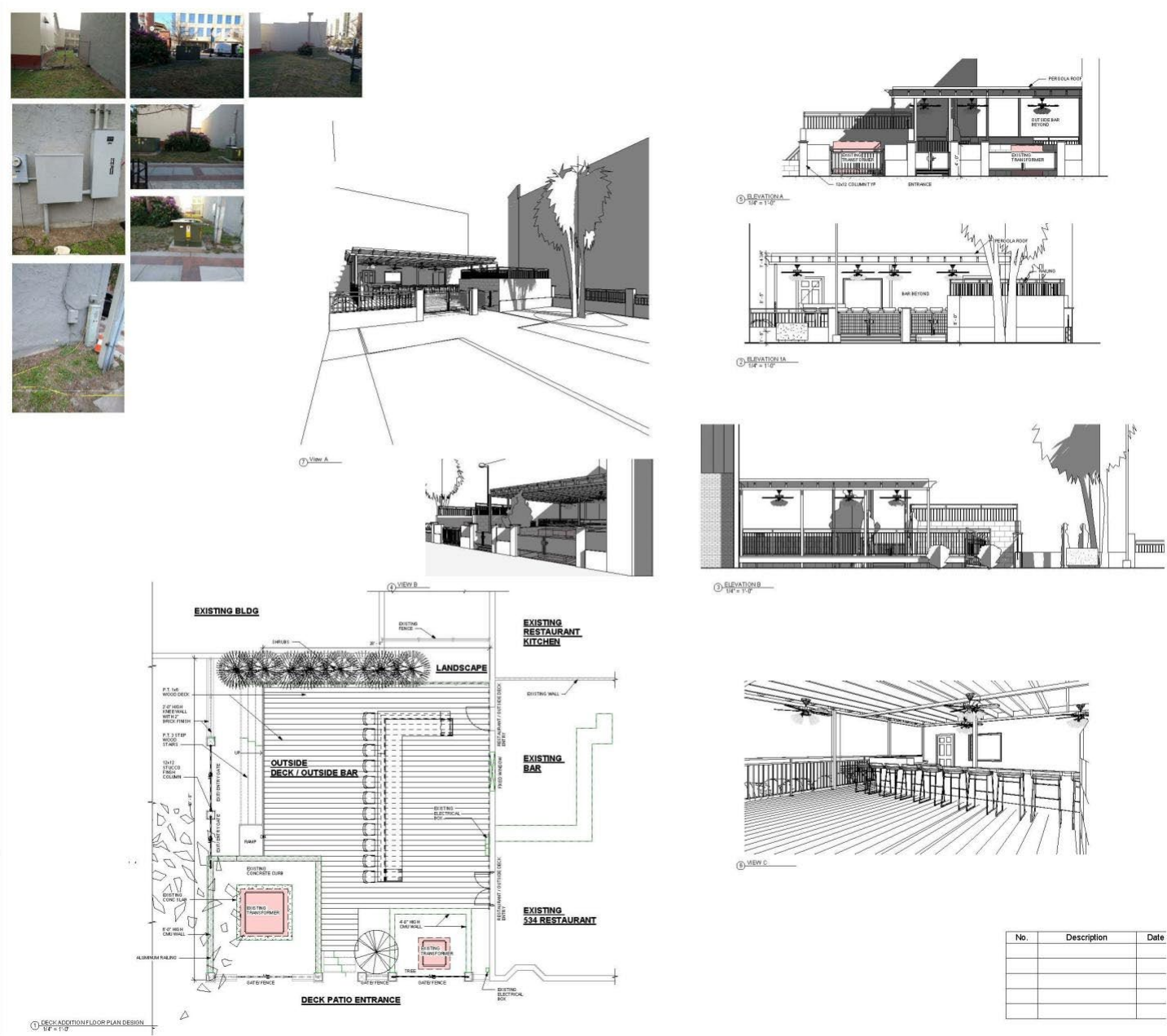


Looking West to site on Church Street.



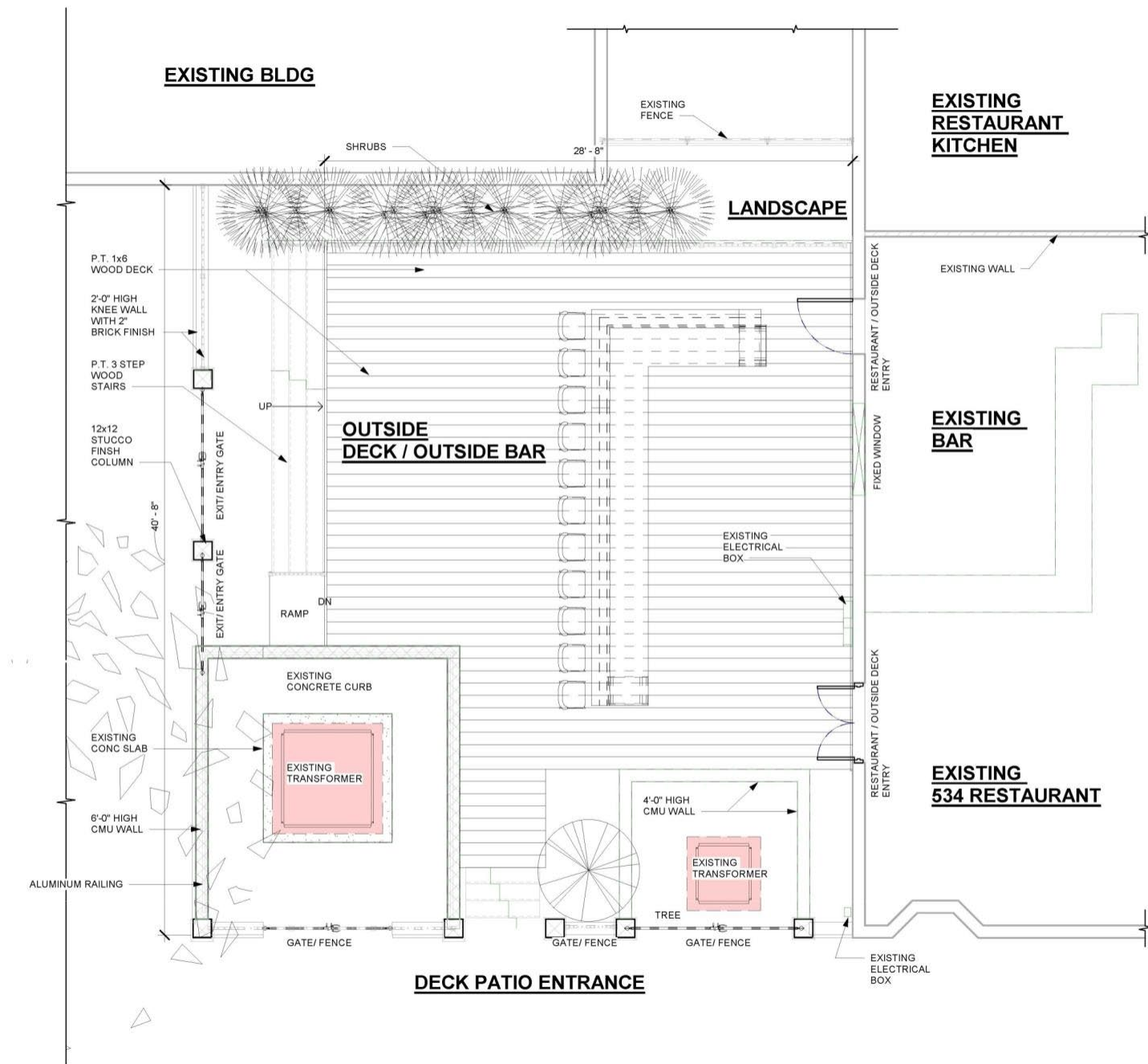
Area of Proposed Work

Plans and Elevations



No.	Description	Date

Enlarged Plan





MAJOR CERTIFICATE OF APPEARANCE APPROVAL

APPLICATION #: ARB2022-10027

SITE ADDRESS: 504 W CHURCH ST

APPLICANT: Thomas Bonds
534 W Church St.
Orlando, FL 32805

OWNER: COMMUNITY REDEVELOPMENT AGENCY
400 S ORANGE AVE
ORLANDO, FL 32801

Pursuant to Florida statute 166.033 the Orlando Appearance Review Board has found the Application sufficient for review and finds that the project adheres to the standards and guidelines outlined in Sec. 65.519, Standards of Review, of the Land Development Code. Therefore the ARB grants permission to the above referenced applicant to secure the appropriate permits for the purpose stated below:

ARB2022-10027-504 W Church St.

1. ARB Approval

A. Permits– ARB approval does not grant permission to construct or install improvements. All applicable permits must be obtained prior to commence of demolition and/or construction activities.

B. Agreements to use the site must be obtained prior to permitting.

C. Modifications to the approved ARB plans must be submitted to ARB staff for review and approval. Significant modifications may require additional approval by the Appearance Review Board.

2. Dining Patio

A. Area under consideration is only the area up to the existing larger transformer.

B. Remove the double gates shown on east side of the patio and replace with wall/fence.

C. Proposed window and doors on the east side of the building will require additional ARB minor review.

D. Outdoor Dining Area Canopy– The profile and material of the outdoor dining area canopy shall be compatible with the material and profile of the Church Street canopy.

E. Final colors and materials along with physical samples will need additional staff approval.

F. Landscaping shrubs shown at rear of patio shall continue to wall of existing building at 532 W Church St.

G. Concrete block transformer enclosures shall have a stucco finish to match the existing building.

H. Use a more durable material for the patio than the wood decking shown such as pavers or concrete.

3. Mechanical Equipment and Utilities

A. Venting & Exhaust– All restaurant venting, and exhaust shall be directed to the roof of the building, unless an acceptable alternative

is approved by the Appearance Review Officer. Restaurant venting is not permitted on any street facing façade of the building and

must not be visible from the public right-of-way. All other vents and exhaust must be a

minimum of 12 ft. above grade and must be

integrated into the building design so as to be seamless with the overall architecture of the building. Exterior vents shall be painted to

match the color of the façade around them.

B. Mechanical Equipment—All ground mounted, and rooftop mechanical equipment shall be screened to the top of the equipment and meet the screening conditions of the Land Development Code. An interior screen wall or parapet for rooftop mechanical equipment may be required. The interior screen wall or parapet shall be the same height as the installed mechanical equipment height.

C. Backflow Preventer—Backflow preventer[s] shall be located so as to not be directly visible from the right-of-way and should be screened from view as necessary. They shall be clearly identified on the final utilities plan.

D. Electric Meters and Switch Boxes – Electric meters and switch boxes mounted to exterior walls shall not be located on street facing facades.

4. Signage

A. ARB Approval—All exterior signage must be submitted for an ARB Minor Review prior to submittal of sign permits.

This Certificate of Appearance Approval does not constitute final development approval. The applicant is responsible for obtaining all necessary permits and approvals from applicable departments before initiating development.

Certificate of Appearance Approval executed August 18, 2022, for and relative to the above referenced site. This Certificate of Appearance Approval will expire one year from date of issuance.


Signature

Richard Forbes, AIA
Appearance Review Official

AMENDMENT ONE TO AMENDED AND RESTATED OPEN SPACE AGREEMENT

THIS AMENDMENT ONE TO AMENDED AND RESTATED OPEN SPACE AGREEMENT is effective as of this 20th day of March, 2023 and is made and entered into by and between the City of Orlando, Florida, a municipal corporation (hereinafter referred to as “the “CITY”), and the Community Redevelopment Agency for the City of Orlando, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as “CRA”).

WHEREAS, on December 9, 2019, the CITY and the CRA entered into an agreement related to open space and plazas within the Area and on January 9, 2023, entered into an amended and restated version of such agreement; and

WHEREAS, section 163.370(2)(c)(3), (d), and (h) contemplate the CRA’s installation, construction, and reconstruction of parks and planning and design thereof; and

WHEREAS, Chapter 4(B) of the Redevelopment Plan is devoted to addressing parks and open space and one of the specific goals stated therein is to create and enhance open space within the Area to serve the needs of the growing population; and

WHEREAS, the CRA and CITY jointly pursued and completed the Lake Eola Master Plan (“Master Plan”), which contemplates a comprehensive redevelopment of Lake Eola Park; and

WHEREAS, the CITY and CRA desire to design the first phase of the improvements contemplated by the Master Plan; and

WHEREAS, the CRA desires for the Work, including the design of these improvements, to be performed in fulfillment of the previously enumerated goals of its Redevelopment Plan; and

WHEREAS, the CRA will fund the Phase 1 design work in the manner and up to the budgeted amounts set forth herein; and

WHEREAS, the achievement of the CRA’s goals through the performance of the Work serves an important and valid public purpose.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and City agree as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if fully set out below.
2. Section 2 of the Agreement, Funding, is hereby amended to include the following new subsection J:

J. Lake Eola Master Plan Phase 1 Design. The CRA agrees that the invoices from the contractor(s) hired by the City for the Design of the phase 1 improvements to Lake Eola as

contemplated by the Master Plan will be paid from the CRA funds designated for the Lake Eola project, up to a not to exceed amount of four hundred thousand dollars (\$ 400,000.00).

4. Except as amended herein, the Amended and Restated Open Space Agreement and its terms shall otherwise remain unchanged and in full force and effect.

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

Signatures on following page

CITY OF ORLANDO

By: _____
Mayor

ATTEST:

Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND LEGALITY
for use and reliance of the City of Orlando only.

_____, 2023
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, Buddy Dyer and Stephanie Herdocia, Mayor and City Clerk, respectively, of the City of Orlando. They are personally known to me or have produced _____ as identification.

Notary Public: _____
My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Buddy Dyer, Chairman

Attest:

David Barilla, Acting Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by Buddy Dyer and David Barilla, the Chairman and Acting Executive Director respectively, of the Community Redevelopment Agency of the City of Orlando, on behalf of the Agency. They are personally known to me or have produced _____ as identification.

Notary Public: _____
My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the CRA only.

_____, 2023.

Assistant City Attorney

**Community Redevelopment Agency (CRA) Retail Stimulus
Program Funding Agreement
Eola Nail Skin Care Bar Limited Liability Company**

This AGREEMENT (the “Agreement”) is made and entered into this 20th day of March, 2023, by and between the Community Redevelopment Agency of the City of Orlando, Florida, a body politic and corporate of the State of Florida (hereinafter referred to as the “CRA”), whose address is 400 South Orange Avenue, Orlando, Florida 32802, and Eola Nail Skin Care Bar Limited Liability Company (hereinafter referred to as “the Grantee”) whose principal address is 520 E. Church Street, #107, Orlando, Florida 32801 and Camden USA, Inc., (hereafter referred to as “the Property Owner”) whose mailing address is Eleven Greenway Plaza, Suite 2400, Houston, Texas, 77046, (hereinafter collectively referred to as “the parties”).

WITNESSETH

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Downtown Orlando Community Redevelopment Plan (the “Plan”) by eradicating blight and preserving and enhancing the tax base in the Downtown Orlando Community Redevelopment Area (the “Area”), the CRA established the Community Redevelopment Agency Retail Stimulus Amended and Restated Program (the “Program”) in order to encourage property owners and business owners to rehabilitate and revitalize building structures and façades in certain targeted zones within the Area; and

WHEREAS, this Program is intended to attract quality retail operators and to achieve high-quality interior buildout of retail establishment within the core of downtown by supplementing the tenant improvement allowance made available to tenants by property owners, which will make downtown properties as financially competitive as shopping centers within the Area; and

WHEREAS, such rehabilitation and revitalization will assist in the elimination of blight in the targeted zones and also assist with the retaining and attracting business and economic development, increasing job opportunities, and otherwise promoting the general health, safety, and welfare of the City of Orlando, Florida; and

WHEREAS, the CRA has adopted policies, procedures and conditions for the Program which are applicable to the grant made pursuant to this Agreement and which are attached hereto as **Exhibit “A”** and incorporated herein by this reference; and

WHEREAS, the Grantee is presently the tenant of certain real property more particularly described in **Exhibit “B”**, which is located within the Area (“the Property”); and

WHEREAS, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements (“Improvements”) that will be made to the Property (“the Project”) and rent abatement in accordance with Program guidelines.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the sufficiency and delivery of which are hereby acknowledged and confirmed, the parties agree and promise as follows:

1. Preamble. By this reference, the preamble set forth above is incorporated herein as a meaningful and substantive part of this Agreement.

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of Seventy-Five Thousand Dollars and No Cents (\$75,000.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 520 E. Church Street, Orlando, Florida 32801 as set forth in **Exhibit “B”**. The CRA shall also award to the Grantee an amount not to exceed the sum of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) for rent abatement.

Repayment to the CRA shall be deferred for a three (3) year period and no interest shall accrue upon the principal of the total grant amount. The total grant amount shall depreciate at 33% for the first two years and 34% for the third year of the deferment period. At the end of the three-year period, the grant shall be forgiven in its entirety on the condition that the Improvements are installed and maintained in reasonably good condition and no default or breach of this Agreement has occurred during the deferment period. The grant shall be paid to the Grantee only upon completion of the work and upon proof shown that Grantee has in fact paid for the goods and services for which Grantee seeks reimbursement.

3. Disbursement of Funds. Upon final completion of the Project, the Grantee shall request a final walk-through with CRA staff to confirm construction was completed in the manner approved by the Program Manager and in accordance with the proposed work set forth in **Exhibit “B”**, and to determine compliance with the terms of the Program’s guidelines in **Exhibit “A”** and this Agreement. Upon such determination of compliance, Grantee shall submit a request for reimbursement from the CRA. The request shall be in writing and shall include billing documentation including, but not limited to, invoices, receipts, release of liens, photos of the finished work, and affidavits in order to support the reimbursement request. The CRA shall provide financial assistance in a sum not to exceed 50% of the total Project cost based upon the lowest bid provided by the Grantee or a sum equal to the award amount provided in paragraph 2, whichever is less.

The CRA reserves the right to deny a request for reimbursement if the completed Improvements made to the Property substantially deviate from the Improvements originally contemplated in the Program Manager’s approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the Program Manager.

The CRA shall make rent abatement payments to the Grantee on a quarterly basis upon the CRA's receipt of proof of rent payments made by the Grantee to its landlord for that quarter.

4. Use of Funds. Grantee shall use the funds for eligible improvements as set forth in the Program's guidelines and rent abatement. Funds shall not be used for any new building construction and new building additions, refinancing existing debt, non-fixed improvements, inventory, equipment, payroll, improvements or expenditures made prior to execution of the Agreement, general periodic maintenance, consultant fees, and costs associated with architectural design or preparation of construction documents.

5. Release of Liens. The CRA shall withhold funding until Grantee provides the CRA with Releases of Liens from all contractors, subcontractors, and suppliers and otherwise demonstrates that it has fully complied with the requirements of part 1, Construction Liens, Chapter 713, Florida Statutes, and has fully complied with all the terms and conditions contained in this Agreement.

6. Project Completion Deadline. The Project set forth in **Exhibit "B"** shall be initiated and completed within one (1) year after the Effective Date hereof. Any unspent funds allocated to this Agreement remaining at the end of the first year following the Effective Date shall be returned to the Program and no longer be available for use by the Grantee, unless the Executive Director of the CRA has, at his or her discretion, granted the Grantee an extension of time.

7. Records. The Grantee shall compile and maintain accurate books and records indicating its compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and audit by the CRA staff during regular business hours.

8. Covenants, Representations, and Acknowledgements of Grantee. The Grantee hereby covenants, represents, and acknowledges the following conditions to funding:

- a. The Grantee shall at all times be in compliance with the Orlando City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This part is not intended to preclude the City of Orlando from granting the Grantee certain waivers, exemptions, or variances as allowed under the Orlando City Code; and
- b. The Grantee shall maintain occupancy for a minimum of three (3) years from the effective date of the Agreement.

9. Default. The following shall constitute an Event of Default if occurred during the term of this Agreement:

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the

violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee.

- b. The Grantee's abandonment of the Property for any reason;
- c. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any uncured Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

If the CRA seeks reimbursement of funds, the Grantee shall pay the CRA a pro rata share (using a three-year amortization schedule) of the total grant amount.

11. No Waiver. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. In addition, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present. Furthermore, failure of either party to insist upon the prompt or full performance of any obligation pursuant to this Agreement shall not be deemed a waiver of such obligation or of the right to insist upon the prompt and full performance of such obligation or of any other obligation or responsibility established by this Agreement.

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

13. Modification. Any waiver, alteration, or modification of any part or provision of this Agreement, or the cancellation or replacement of this Agreement shall not be valid unless in writing and executed by the parties hereto.

14. Indemnification. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials and appointed officials, officers, agents, and

employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

15. Insurance. Without limiting Grantee's indemnification, the Grantee shall maintain in force at all times during the performance of this Agreement all appropriate policies of insurance hereinafter described. Certificates with valid and authorized endorsements, evidencing the maintenance and renewal of such insurance coverage shall be delivered to CRA staff thirty (30) days in advance of cancellation or modification of any policy of insurance. The CRA shall be added as an additional insured on all policies of liability insurance. All policies of insurance shall be in a company or companies authorized by law to transact insurance business in the State of Florida. In addition, such policy shall provide that the coverage shall be primary for losses arising out of Grantee's performance of the Agreement. Neither the CRA nor any of its insurers shall be required to contribute to any such loss. The policies and insurance which must be secured are:

a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to, bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$500,000 Combined Single Limit (CSL) per person/per occurrence for bodily injury to, or death to one or more than one person, and not less than \$100,000 per occurrence for property damage.

b. Worker's Compensation Coverage: The Grantee shall provide Worker's Compensation coverage for all employees in accordance with Florida law at the site location, and in case any work is subcontracted, will require the subcontractor to provide Worker's Compensation for all its employees.

16. Agency. The Grantee and CRA, and their respective agents, representatives, officers, employees, contractors, subcontractors, or other related parties, shall perform their respective duties and responsibilities under this Agreement as independent entities and not as agents of each other.

17. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

18. Assignment. The Grantee shall not assign or transfer any interest in this Agreement without the prior written consent of the CRA, which shall not be unreasonably withheld.

19. Acknowledgment. None of the provisions, terms, and conditions contained in the Agreement are meant to modify any existing lease, contract, or agreement between the Grantee or the Grantee's business and the Property Owner. The sole purpose of the Property Owner executing the Agreement is to demonstrate recognition and acknowledgment of any changes, modifications, or

alterations being made to the Property by the Grantee with the funding assistance provided under the terms of the Agreement.

20. No Grant of Vested Rights. This Agreement shall not be construed as granting or assuring or vesting any land use, zoning, development approvals, permission or rights with respect to the Property or any other property owned or leased by Grantee.

21. Severability. Any provision or part of this Agreement that is declared invalid by a court of competent jurisdiction shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable, absurd, or otherwise contrary to the purpose and intent of this Agreement.

22. Controlling law and venue. This Agreement shall be governed and interpreted in accordance with Florida law. All proceedings or actions in law or equity shall be brought and heard in Orange County, Florida.

23. Lawfulness. Grantee shall comply with all applicable laws, ordinances, and codes, including all applicable environmental regulations, and shall, at its own expense, secure all permits and licenses necessary to perform its duties and responsibilities under this Agreement.

24. No Liability or Monetary Remedy. The Grantee hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to the Grantee for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

25. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Grantee, or any portion thereof.

26. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating a partnership or joint venture between the Grantee and the CRA. The Grantee cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors, as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. The Grantee further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by the Grantee as an inducement to entering into this Agreement.

27. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in

an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

28. Correspondence. All correspondence and notice related to this Agreement shall be deemed delivered when (i) hand delivered to the office designated below, or (ii) upon receipt of such correspondence or notice when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed as set forth below, or at such other address as either the CRA, Grantee, or Property Owner shall have specified by written notice to the other delivered in accordance with this part.

- a. If to the CRA: Community Redevelopment Agency
 Orlando City Hall
 400 S. Orange Avenue
 Orlando, Florida 32801
 (with a copy to City Attorney's Office)
- b. If to the Grantee: Eola Nail Skin Care Bar Limited Liability Company
 520 E. Church Street, #107
 Orlando, Florida 32801

29. Authority. The execution of this Agreement has been duly and legally authorized by the appropriate body or official(s) of both the CRA and Grantee. The CRA and the Grantee have complied with all applicable requirements of law, and both have full power and authority to comply with the terms and provisions of this Agreement.

30. Effective Date. The effective date of this Agreement shall be the latest date of execution by the parties.

31. Term. The term of this Agreement shall be three (3) years, commencing on the Effective Date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

[SIGNATURES ON THE NEXT PAGES]

**Eola Nail Skin Care Bar Limited Liability
Company**

By: _____

Print Name: _____

Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me by means of ☐ physical appearance or ☐ online notarization, the undersigned authority, _____, on this ____ day of _____, 2023, who is the _____ of Eola Nail Skin Care Bar Limited Liability Company, who is the Grantee. He/she is personally known to me or has produced a ☐ Driver's License or ☐ as identification and did/did not take an oath.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

CAMDEN USA, INC.

By: _____

Print Name: _____

Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me by means of ☐ physical appearance or ☐ online notarization, the undersigned authority, _____, on this ____ day of _____, 2023, who is the _____ of Camden USA, Inc., who is the Property Owner. He/she is personally known to me or has produced a ☐ Driver's License or ☐ _____ as identification and did/did not take an oath.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

Chairman, Buddy Dyer

Date

ATTEST:

Executive Director

APPROVED AS TO FORM AND LEGALITY

for the use and reliance of the
CRA/City of Orlando, Florida, only.

_____, 2023

Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

Community Redevelopment Agency (CRA)
CRA Retail Stimulus Program
(Revised October 2020)

Program Overview

It is standard practice in the commercial real estate industry for property owners to provide a Tenant Improvement Allowance (“T.I.”) towards construction of a newly leased premise. Often, the amount of the T.I. becomes the determining factor in a retailer’s decision to enter into a lease for a specific property. The CRA Retail Stimulus Program (the “Program”) seeks to make downtown properties as financially competitive as area shopping centers by supplementing the T.I. made available to tenants within the Downtown Orlando Community Redevelopment Area (“Area”) with pre-leasing/leasing agreements and thereby attract quality retail operators to these underserved urban locations. The Program was designed to attract quality retail operators and to achieve high-quality interior buildout of retail establishment within the core of downtown Orlando. Applicants shall be eligible to receive up to \$75,000 or 50% of the total cost of T.I related costs, whichever is less. Applicants shall also be able to receive a one-time award of up to \$25,000 to cover rent expenses. Rent abatement payments are to be made quarterly on a reimbursement basis i.e. a business would receive up to \$6,250 a quarter for a total of \$25,000. The maximum total funding amount under the Program per eligible business is \$100,000. Moreover, the Program is consistent with the redevelopment goals and principles set forth in the Downtown Orlando Community Redevelopment Area Plan, as amended (“DTOutlook” or the “Plan”) related to retail revitalization. Chapter 4F of the Plan specifically calls for the CRA to seize the opportunity to improve the stock of retail ready space and pursue diversification of retail options within the Area. The additional Plan goals which the Program seeks to fulfill are:

- Attracting employers and retailers to downtown Orlando.
- Supporting incentives for restaurant and retail location and expansion within the CRA.
- Promoting and encouraging neighborhood-oriented retail and services in the CRA,
- Supporting retail development through incentive programs and other strategies to reduce barriers to entry in the downtown market.
- Promoting uses that activate storefronts throughout the day, helping to eliminate “dead zones.”
- Supporting renovations and adaptive reuse of existing buildings

Eligibility

The intent of the Program is to establish downtown Orlando as a reputable retail destination. It is the desire of the CRA to create an environment that boasts exceptional tenants, increases

market share, and brands downtown as an authentic and niche urban shopping destination within the Central Florida retail market. The eligibility criteria are as follows:

- Expansions or relocations of businesses currently located within the Area to another location within the Area are eligible for funding only if a business is increasing its space (sq. ft.) by 125% or more based on its current square footage.
- Any property under consideration must be free of all City of Orlando imposed liens (excluding special assessments) and property taxes must be current at the time of application.
- The Program is for retail and consumer service uses. Bars, nightclubs, tattoo parlors, office use, and professional services (i.e. financial services, legal services, insurance, real estate, check cashing) are excluded from consideration.
- City owned properties are excluded from consideration.
- May not be combined with the Downtown Commercial and Residential Building Improvement Program (DCRBIP), or the Minority/Women Entrepreneur Business Assistance Program (MEBA).

Improvements Eligible for Reimbursement

Grant funds cannot be used for non-fixed equipment or inventory. Generally acceptable improvements are those that can be used by a future tenant in the same leased premises and which will remain in the space upon vacation of the premises by the Applicant, such as:

- Electrical Repair/Upgrade
- HVAC / Mechanical Repair or Upgrades
- Plumbing
- Dry Wall
- Feature Walls
- Flooring
- Windows / Doors
- Lighting
- Life Safety Improvements (i.e. sprinklers)
- Permit Fees
- Sewer and Impact Fees
-

Applicants must comply with City of Orlando codes, permits, health regulations, etc. Provided below is an illustration of store design and merchandise layout which the Tenant Improvement Grant seeks to achieve.



Before



After

Controls & Oversight

Throughout the Retail Stimulus Grant Application and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the goal of creating a vibrant, active downtown with a compelling business mix in the program service area along with achieving high-quality architectural design characteristic of successful downtowns. The grant has a 3-year term with the possibility of the full grant amount or partial amount to be repaid if the Grant Recipient vacates the property or changes use. For each year of occupancy by the Grant Recipient, the amount due to be repaid the CRA by Grant Recipient's vacation of the premises or change in use will be pro-rated. Repayment of grant funds is triggered by the Grant Recipient's vacation of the premises and newly created vacant space with no plan to re-lease the property within in a six (6) month timeframe to a business that would otherwise qualify under the Retail Stimulus Grant Program. Additionally, if the Applicant vacates the property or changes use, the CRA Program Manager must be notified.

The first step is a pre-application meeting with the CRA Program Manager where the Program and procedures are explained. When the Applicant completes the application, it is reviewed by the CRA Program Manager to ensure that the application meets the program eligibility requirements. A recommendation is then provided to the CRA for action. The application requires the Applicant to submit a Letter of Intent for the lease from the landlord, proposed design, cost estimate/budget for the T.I., and a letter of credit evidencing financial capacity, and a business. Furthermore, the Applicant or property owner must contribute an amount equal to or greater than the financial contribution of the CRA. Upon the CRA's approval, a Grant Agreement will be entered into between the CRA and the Grant Recipient. Prior to receipt of funding, Property owner will be required to provide written confirmation of an executed lease with a minimum initial lease term of three (3) years. Furthermore, the Applicant is required to maintain a valid City of Orlando Business Tax Receipt.

Payment Procedure

Payment is made to the Grant Recipient on a reimbursement basis. The Grant Recipient must submit invoices with original receipts to the CRA Program Manager for items and services purchased in accordance with the terms of the Grant Agreement. The Grant Recipient will only

be reimbursed for items and services purchased *after* the effective date of the Grant Agreement, unless the CRA approves otherwise. Funds will only be dispersed after the following actions occur:

- The Program Manager verifies that a final lease has been executed
- Applicant has obtained a valid City of Orlando Business Tax Receipt
- Applicant has secured valid City of Orlando Certificate of Occupancy is awarded and Releases of Liens are obtained from any and all contractors/subcontractors involved in making the tenant improvements.
- Applicant presents paid invoices and companion cancelled checks/evidence of payment from a financial institution for eligible work and/or rent and is then reimbursed up to the approved amount as described in the Grant Agreement.
- Applicant is in compliance with other terms of the Grant Agreement.

Evaluation

The application is reviewed by the CRA Program Manager. In making a recommendation to the CRA, the CRA Program Manager will ensure compliance with the eligibility requirements and will consider the strength of the operation, budget, and growth plan described in the business plan. The business type will be reviewed against existing business types in the program area to ensure a diversity of business types. The CRA will approve grants at its discretion based upon the applicant's lease term, capital investment amount, experience, business plan, store design, and financial capacity.

Default

If a default or breach occurs as defined in the Retail Stimulus Grant Agreement, the Project Manager will first contact the Grant Recipient in an effort to determine the reason for the default. If the Program Manager is not successful, he/she will inform the City Attorney's Office of the default. Once the City Attorney's Office confirms the default, the CRA Executive Director shall direct CRA Staff to cease further payments to the business owner and instruct the City Attorney's Office to send a letter, notifying the business owner of the default and demanding reimbursement of funds paid to the business as of the date of the default within thirty (30) days. The letter will also instruct the business owner to contact the Program Manager to further discuss the matter. If the business owner either fails to respond to the demand letter within the requisite time period or does respond and proposes a payment schedule, the Program Manager will coordinate a meeting of the Default Committee. The Program Manager will send a letter to the business owner notifying him/her of the date and time of the meeting.

Default Committee

The Default Committee will meet on an as-needed basis and will make recommendations to the CRA regarding the appropriate action to take with regard to seeking reimbursement of funds already paid to the business owner. The Default Committee will be comprised of the following officials or their designees:

- The Executive Director of the CRA or his/her designee
- City of Orlando Business Development Division Manager or his/her designee
- City of Orlando Chief Financial Officer or his/her designee

The Executive Director of the CRA or his/her designee will chair the Committee. The Program Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

The Committee shall have the authority to do the following: (1) recommend that the City Attorney's Office initiate litigation in the event the business owner fails to respond to the demand letter or refuses to reimburse the CRA; (2) discuss and vote on the terms of a settlement agreement in the event the business owner proposes a payment schedule; or (3) decide to write-off the debt entirely. The Committee's decision will be reported by the Executive Director to the CRA for approval.

Procedure

If a settlement agreement is recommended, the City Attorney's Office will draft such an agreement for signature by the business owner and the CRA. The Executive Director will present the settlement agreement to the CRA for approval. If the business owner defaults on the terms of the settlement agreement, the Program Manager will coordinate a meeting of the Default Committee to determine further action.

If the business owner proposes settlement after a claim has been filed in the courts and the proposal is accepted by the Committee before a judgment is entered by the court, the case will be dismissed once the settlement agreement is approved by the CRA. However, litigation may be reinstated if the business owner defaults on the terms of the settlement agreement.

If the Grant Recipient proposes settlement after a final judgment has been entered and the proposal is accepted by the Committee, the judgment and any corresponding lien will remain in force until the terms of the settlement agreement have been completely met. Once the terms of the settlement agreement are met, the City Attorney's Office will file a Notice of Satisfaction of Judgment with the court and any lien will be released.

EXHIBIT “B”

Application of Eola Nail Skin Care Bar Limited Liability Company

(attached separately and incorporated herein)

Retail Stimulus Program



Submission date: **10 May 2022, 1:20AM**

Receipt number: **11**

Related form version: **13**

Getting Started

Is your business located (or will be located) within Community Redevelopment Agency (CRA) boundaries? **Yes**

Do you own or lease the property? **Lease**

Business operations

Please upload a copy of your business plan. [EOLA Nail Bar.pdf](#)

Corporation Officers and Titles **Eola nail skincare care bar, LLC**

Please upload resumes for Principals and Management. [Nguyen Lai Resume_May2022.docx](#)

FEIN ID **881785888**

Date of incorporation **4/6/2022**

Please upload a copy of your Orlando Business Tax Receipt (if applicable) [Clean Lease- Nail Salon.pdf](#)
[1FA243B1-CBF5-49D4-930D-E59ED0AFEE21.jpeg](#)

Please upload: Business tax returns for the last two fiscal years - [COLIN HUYNH NGUYEN LAI.pdf](#)
or- principal/owner tax returns for the last two years. [Colin Huynh-Nguyen Lai.pdf](#)

About your business

Business name **Eola nail skincare bar**

Business Phone Number **4079289598**

EIN (Employer Identification Number) **881785888**

What is the business type? **Pedicure manicure and skincare**

Mailing address **520 E Church street #107.Orlando, FI 32801 No coordinates found**

Phone number

4079289598

Email address

kasinhatphi77@yahoo.com

Downtown location

Store/location address

520 E Church St, #107.Orlando, FL 32801 [Map](#)
(28.540388, -81.3707246)

Targeted opening date

November

Build-out estimated time

6 months

Build-out estimated cost

800k

Does your business have more than one location?

No

Please list the other locations

Property information

Property owner

Camden USA Inc

Please upload the property owner's affidavit

[Clean Lease- Nail Salon.pdf](#)

Store location

Camden Lake Eola No coordinates found

Square footage

3128 sqt

Monthly rent

11,052.00

Length of lease

10 years

Are you seeking rent abatement under this program?

Yes

Please upload a copy of your Lease / Letter Of Intent outlining lease terms.

[Clean Lease- Nail Salon.pdf](#)

Scope of work

List the general scope of work

Leader construction, LLC

What best describes the type of improvements you're seeking?

Electrical Repair/Upgrade

HVAC / Mechanical Repair or Upgrades

Plumbing

Dry Wall

Feature Walls

Flooring

Windows / Doors

Lighting

Life Safety Improvements (i.e. sprinklers)

Do you have a build-out allowance?

Yes

How much is the build-out allowance?

172,000.00

Do you have a build-out time allowance?

Yes

How many months is your build-out allowance?

7 months

Please upload designs, drawings, and/or renderings

[EOLA Nail Bar.pdf](#)

Contractor bid #1

[F83B17B7-7D03-4EAA-A1E4-A16E94B4B04C.jpeg](#)
[0C509C50-C3B2-447F-88DF-1EF084EB8719.png](#)

Contractor bid #2

[D8348415-DD36-4205-AAE2-73893F837A6C.jpeg](#)

Contractor bid #3

[A0D90535-567F-4802-8B33-AAF33C587B40.jpeg](#)

How can we contact you?

What is your full name?

Nguyen Lai

What is your email address?

kasinhatphi77@yahoo.com

What is your phone number?

407 928 9598

What is your address?

301 clay st winter park, FL 32789 No coordinates found

Acknowledgements



[Link to signature](#)

Fiscal Impact Statement

Indicate the **Total Fiscal Impact** of the action requested, including personnel, operating, and capital costs. Indicate costs for the current fiscal year and annualized costs. Include all related costs necessary to place the asset in service.

Description: Eola Nail Skin Care Bar LLC is a retail space located at 520 E Church St., suite #107, Orlando, FL 32801.

In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of new retail establishments within the CRA. In 2020, the Program was amended to allow qualifying businesses to be eligible for up to \$75,000 or 50% of the total cost of tenant improvements-related costs, whichever is less, as well as to allow a one-time award of up to \$25,000 to cover rent expenses. The maximum funding amount per eligible business is \$100,000.

Eola Nail Bar has applied for funding under the Program to make eligible improvements for plumbing, mechanical, electrical, HVAC, lighting, flooring and life safety improvements. The total cost associated with eligible improvements is \$450,000 based on the estimates provided. The applicant is eligible for \$75,000 for tenant improvements and \$25,000 in rent assistance. The total funding amount that Eola Nail Bar is eligible for is \$100,000. The CRA Advisory Board recommends approving the \$100,000 for Eola Nail Skin Care Bar LLC under the CRA Retail Stimulus Program.

Expenses

Will the action be funded from the Department's current year budget? ☒ Yes ☐ No

If No, please identify how this action will be funded, including any proposed Budget Resolution Committee (BRC) action(s). (enter text here)

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$0	\$0
Operating/Capital	\$100,000	\$0
Total Amount	\$100,000	\$0

Comments (optional): (enter text here)

Revenues

What is the source of any revenue and the estimated amount? (enter text here) Amount \$0

Is this recurring revenue? ☐ Yes ☐ No

Comments (optional): (enter text here)

Funding

Expenses/Revenues will be recorded to:

	Source #1	Source #2	Source #3
Fund	1250 F	<u>(enter text here)</u>	<u>(enter text here)</u>
Department /Division	EDV/CRA	<u>(enter text here)</u>	<u>(enter text here)</u>
Cost Center/Project/Grant	CRA0003 P	<u>(enter text here)</u>	<u>(enter text here)</u>
Total Amount	\$100,000	\$0	\$0