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## **MEETING NOTICE**

### **Welcome**

We are glad you have joined us for the February 24, 2021 CRA Advisory Board meeting. In response to the COVID-19 pandemic social distancing efforts, City Hall is open to the public with limited seating. We encourage members of the public to participate by watching the virtual meeting online or listening by phone and providing live public comment or submitting written public comment in advance. Options to watch and participate in the meeting while it is occurring is available on [orlando.gov/virtualmeetings](https://orlando.gov/virtualmeetings).

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 5 minutes per item or as set during the meeting.

The City of Orlando encourages courteous, civil discourse in online settings. Persons making public comment are asked to conduct themselves with the same rules of decorum as they would in a traditional public meeting.

### **Live Public Comment**

· [Join the live virtual meeting](#)

Call into the virtual meeting by dialing any of these phone numbers:

- 312.626.6799
- 312.626.6799
- 929.205.6099
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- 346.248.7799
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Once dialed-in and prompted, enter the Webinar ID: 874 7688 1353

- Use the “Raise Hand” feature to request to speak when prompted (or dial \*9 if on the phone)
- Wait to be recognized (either by name or by the last 4 digits of your phone number)
- Provide name and address when called upon

### **Written Public Comment**

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](https://orlando.gov/publiccomments), (2) email to [publiccomments@orlando.gov](mailto: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.**

Anyone requiring assistance to participate in this virtual meeting should contact the City Clerk's Office as soon as possible at 407-246-2251 or [cityclerk@orlando.gov](mailto:cityclerk@orlando.gov)

### AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes - Approval of December 10, 2020
4. Public Comment
5. New Business
  - a. High Wage / High Value Funding Agreement: Sonesta International Hotels Corporation– David Barilla, Assistant Director
  - b. Amendment to City/CRA Open Space Agreement – Thomas C. Chatmon Jr., Executive Director
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

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Downtown Development Board/Community Redevelopment Agency  
Orlando City Hall, 6<sup>th</sup> Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802  
Phone: (407) 246-2558 Fax: (407) 246-3359 [www.downtownorlando.com](http://www.downtownorlando.com)



## **MEMORANDUM**

**TO:** Bill Lambert, Chair  
Jamie Barati, Vice Chair  
Marissa John  
Monica McCown  
Eugene Jones  
Doug Taylor  
Commissioner Victoria Siplin

**FROM:** Thomas C. Chatmon Jr., Executive Director of the Downtown Development Board/Community Redevelopment Agency

**DATE:** February 24, 2021

**SUBJECT:** Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, February 24, 2021.

### **Approval of Minutes:**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the December 10, 2020 Community Redevelopment Agency Advisory Board Meeting.

### **Public Comment:**

### **New Business:**

- a. **High Wage / High Value Funding Agreement: Sonesta International Hotels Corporation–David Barilla, Assistant Director** - On April 17, 2006, the CRA approved the High Wage/High Value Job Creation Program for the purpose of locating targeted industries and targeted headquarters with high-value jobs to Downtown Orlando. In 2013, the program was amended to offer four incentives; Job Creation Incentive, Creative Village Pioneer Incentive, Downtown Living Incentive, and Public Transportation Incentive. In 2021, the program was amended to eliminate the Creative Village Pioneer Incentive, to extend the job creation period from three years to five years, to require companies to lease at least 200 square feet of office space per incented employee, and to require grantees to certify annually that incented employees are physically present in the CRA office location for a minimum of 50% of their working hours. Total incentives are payable up to \$4,000.00 per job.

Sonesta International Hotels Corporation is an owner, operator, and franchisor of hotels. Sonesta has hotels within the United States, Canada, Egypt, the Caribbean, and South America. Sonesta has grown from 43 hotels to 195 in the past five years. The organization has plans for substantial growth, including 290 hotels by 2021-Q1 and approximately 1,200 hotels by 2021-Q2.

Sonesta International Hotels Corporation plans to create a Shared Services Center that will provide support to its corporate headquarters, hotels, and franchises in the areas of accounting,

human resources, benefits administration, and information technology. Sonesta plans to create 80 new high-value jobs over two years with an average annual wage of \$68,355.00, which is more than 115% of the average annual private-sector wage in Orange County. Additionally, the organization is considering leasing approximately 18,000 square feet of office space in Downtown Orlando. Sonesta International Hotels Corporation's total capital investment is estimated to be \$1.05 million in the build-out and equipment over a five year period.

Staff requests the CRA Advisory Board recommend approval of the High Wage/High Value Program Funding Agreement between the CRA and Sonesta International Hotels Corporation, and authorization for the Chairman of the CRA and the Executive Director of the CRA to execute the Agreement, subject to the review and approval of the City Attorney's Office, and approval of expenditures from the Downtown Orlando Community Redevelopment Area Trust Fund in the amount of up to \$220,000.00 in High Wage/High Value Job Creation Program funding for Sonesta International Hotels Corporation.

- b. **Amendment to City/CRA Open Space Agreement – Thomas C. Chatmon Jr., Executive Director** - Through the development of the DTOutlook, the Community Redevelopment Plan for the Downtown Orlando Community Redevelopment Area (Area), the vision for the Bridge District, now known as the Under-I, was borne, as a public open space to better connect the East and West sides of I-4 in Downtown Orlando. The DTOutlook identifies the need for new and enhanced parks and open space as a specific goal of the Plan, to serve the needs of the growing downtown population. In addition, the Plan states a goal of activating vacant and underutilized areas within the Area, particularly noting the Bridge District as one such area.

In the years since the DTOutlook was adopted, City Staff has developed the Under-i from a vision into a full-fledged concept plan, which has received significant community support for its advancement toward construction. In the meantime, the Orlando Utilities Commission (OUC), in partnership with FDOT and SGL Constructors of the Ultimate I-4 project, will be undertaking additional work to provide enhanced utility service connections in the Bridge District area, including water, electric, and sanitary sewer. As part of this work, utility sizing, service laterals, and other such improvements can be added to OUC's scope of work to serve the Under-I project site, without future disruption to roadways and businesses in the immediate area. This enhancement, through a Joint Participation Agreement (JPA) between the City and OUC, is expected to deliver the necessary utility services to the Under-i project while proportionately splitting certain overhead costs, such as General Conditions and Mobilization, thus realizing certain cost efficiencies of this arrangement.

In 2019, the City and CRA entered into an Open Space Agreement related to open spaces and plazas in the Area, and through which the CRA is funding certain Work being performed by the City's contractors on several specified open spaces/plazas owned by the City. This Amendment One to the Open Space Agreement proposes the inclusion of the Under-i project and supporting infrastructure to the existing Open Space Agreement and includes the CRA's funding of up to \$1,000,000 toward the Under-i Infrastructure Improvements within the Agreement.

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

**Date of Next Meeting:** The next CRA Advisory Board meeting will be held March 24, 2021 at 3:00 pm, City Hall, Council Chambers.

**Adjournment**

**HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM AGREEMENT  
BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF ORLANDO AND  
SONESTA INTERNATIONAL HOTELS CORPORATION**

THIS AGREEMENT is entered into by and between the **Community Redevelopment Agency of the City of Orlando**, Florida, a body politic and corporate of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32802 (hereinafter referred to as the “CRA”), and **Sonesta International Hotels Corporation** (hereinafter referred to as “SONESTA”), a foreign corporation registered under the laws of the State of Florida with a principal address of 255 Washington Street, Ste. 230, Newton, MA 02458 and whose Federal Employer I.D. Number is 45-3784316.

**W I T N E S S E T H:**

**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**, the Downtown Orlando Community Redevelopment Area Plan (the “Plan”) provides for the CRA to create economic development programs, specifically including a High Wage/High Value Job Creation Program, and provides incentives under such programs; and

**WHEREAS**, the Plan contains a specific goal of incentivizing job creation in downtown, particularly high wage and sector specific jobs that will support the growth of downtown; and

**WHEREAS**, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Plan, the CRA established the High Wage/High Value Job Creation Program (the “Program”) in order to encourage targeted industries and targeted headquarters to locate high-value jobs to the Downtown Orlando Community Redevelopment Area (the “Area”); and

**WHEREAS**, the Program is intended to provide funding incentives for job creation (“Program Incentives”) to qualified companies upon locating additional high-value jobs to a Downtown Orlando location within the Area; and

**WHEREAS**, the funding shall be contingent upon the number of jobs established and compliance with the terms and conditions of each Program Incentive in which the company is participating; and

**WHEREAS**, as of February 5, 2021, SONESTA is an owner, operator, and franchisor of 234 hotels (1200 hotels by 2021-Q2), and plans to create a Shared Services Center that will provide support to its corporate headquarters, hotels, and franchises in the areas of accounting, human resources, benefits administration, and information technology; and

**WHEREAS**, SONESTA is a targeted industry proposing to create high-value job opportunities in the Area (the “Project”); and

**WHEREAS**, SONESTA anticipates creating 80 new high-value jobs in the Area over a two-year period with an average annual salary of \$68,355.00 (including wages, unrestricted bonuses, and other unrestricted cash compensation) which is more than 115% of the 2019 average annual private sector wage in Orange County; and

**WHEREAS**, the CRA proposes to provide SONESTA funds from the High Wage/High Value Job Creation Program for Program Incentives set forth in **Exhibit “B”** in an amount not to exceed Two Hundred, Twenty Thousand Dollars and No Cents (\$220,000.00) to be paid to SONESTA in annual payments, in arrears, beginning in Fiscal Year (FY) 2021-2022 which will be based on SONESTA’s actual job creation; and

**WHEREAS**, the CRA finds and declares it is in the public’s best interest to award these funds to SONESTA pursuant to this Agreement.

**NOW THEREFORE**, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

1. Recitals. The above recitals are true and correct and form a material part of this Agreement.
2. Incorporation of Premises. The premise of this Agreement is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.
3. Effective Date. This Agreement shall be effective on the date it is last executed by a party hereto, and shall, unless sooner terminated as provided herein, automatically terminate September 30, 2031.
4. Obligations of the CRA:
  - a. The CRA shall appropriate an amount not to exceed the total sum of \$220,000.00 from the High Wage/High Value Job Creation Program for FY’s 2021-2022 through 2028-2029. The CRA shall make annual payments (“Program Payments”) in accordance with the schedule in **Exhibit “B”**, based on the actual number of jobs created as shown in the Annual Report described in section 8 herein, provided SONESTA meets its obligations as set forth in section 5.
  - b. The CRA’s obligations to make the Program Payments shall arise only upon receipt of the following:
    - i. SONESTA’s written request for a Program Payment for the applicable calendar year by March 1 of the following calendar year; and
    - ii. SONESTA’s provision to the CRA of all documents, statements, including the Annual Report as further described in Section 8, and other evidence of completion of the

requirements contained in this Agreement and the applicable Program Incentive(s), as described in **Exhibit “A”**, which is incorporated herein by reference.

- c. Provided the CRA, in its reasonable judgment, has determined that SONESTA has complied with the requirements of this Agreement and the applicable Program Incentive(s), the CRA shall make the appropriate Program Payment within 90 days of receipt of a written request for a Program Payment.
- d. SONESTA expressly understands that the CRA will not accrue obligations for Program Payments for calendar years in which SONESTA fails to provide a written request for payment by March 1 of the following calendar year and acknowledges that failure to submit such request and Annual Report by such date may result in a forfeiture of that year’s Program Payment.

5. Obligations of SONESTA:

- a. SONESTA shall create 80 new jobs over a two-year period, paying an average annual wage of \$68,355.00 not including benefits, in accordance with the schedule set forth in **Exhibit “B”**. The CRA shall pay a prorated portion of the Program Payments referenced in section 4 herein based on the actual number of jobs created as shown in the Annual Report described in section 8 herein.
- b. SONESTA shall maintain its location in the Area and comply with the terms and conditions set forth for each Program Incentive in **Exhibit “A”** in which SONESTA is participating, as listed in **Exhibit “B”**. If SONESTA fails to maintain its location, comply with such terms and conditions, or fails to create the requisite number of jobs, then SONESTA shall receive no Program Payment referenced in section 4 for that particular Program Incentive(s) for that particular year and any remaining year(s).
- c. SONESTA shall comply with all Program requirements, including those related to any additional incentive(s) applied for and the Annual Report, and shall maintain the requisite number of jobs for the ten-year period following the Effective Date of this Agreement. SONESTA shall notify the CRA of any changes to the number of incented jobs during this maintenance period. SONESTA understands that if it fails to maintain the requisite number of jobs for the ten-year period following the Effective Date of this Agreement, then SONESTA must reimburse the CRA a prorated portion of the Program Payments based on the actual time period the jobs were in existence.



- d. SONESTA shall occupy a physical location within the Area that provides at least 200 square feet of space per incensed employee.

6. Termination.

- a. This Agreement shall terminate on September 30, 2031, unless terminated sooner as provided herein.
- b. If SONESTA breaches any material term of this Agreement and such breach remains uncured for a period of thirty (30) days written notice, or such additional period as may be reasonably required to cure such breach, the CRA may terminate the whole or any part of this Agreement and may pursue any and all legal remedies available to seek reimbursement of funds already paid.
- c. Before the CRA may exercise its right of termination, the CRA shall provide written notice to SONESTA of SONESTA's breach or default and SONESTA shall have thirty (30) days thereafter, or such additional period as may be reasonably required to cure such breach, within which to cure the breach or default.
- d. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

7. Records. SONESTA shall maintain books, records, and other evidence relating to the Project in accordance with generally accepted accounting principles, procedures and practices, which documents the Project in a manner that fulfills the requirements of this Agreement.

8. Extension. SONESTA may request in writing to the CRA to push back the initial year of this Agreement for a one-year period if SONESTA is not able to create the required number of jobs in accordance with **Exhibit "B."** In addition, SONESTA may request in writing to the CRA to push back a future one-year period if SONESTA is not able to comply with the terms of this Agreement due to causes beyond its control as provided in Paragraph 14 herein and the CRA may grant the request at the sole discretion of the Executive Director of the CRA.

9. Annual Report. SONESTA shall submit a completed Annual Report to the CRA in the format provided in **Exhibit "C"** for each applicable calendar year that a Program Payment is due as indicated in **Exhibit "B."** The Annual Report shall be reviewed and certified by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA shall be submitted no later than March 1 of the calendar year following the applicable year that a

payment is due. SONESTA shall not receive Program Payments for calendar years in which SONESTA fails to submit a complete and certified Annual Report by March 1.

10. Audit. SONESTA expressly acknowledges that, during the term of this Agreement, the CRA shall have the right to audit, at its own expense, the books and records from time to time to verify compliance by SONESTA with the terms, conditions, limitations, restrictions and requirements of this Agreement. The CRA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the books and records. Any cost incurred by SONESTA as a result of a CRA audit shall be the sole responsibility of and shall be borne by SONESTA.
11. Repayment. SONESTA shall be liable for repayment of any Program Payments dispersed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error.
12. Indemnification. SONESTA shall indemnify and hold harmless the CRA, its agents, employees, and elected and appointed officials, from and against all claims, damages, losses, and expenses (including all attorney's costs and fees, and all attorney's costs and fees on appeal) arising out of or resulting from SONESTA's performance or activities as provided herein.
13. Notification of Address Change. SONESTA shall notify the CRA of any changes to the mailing and principal address of any of its offices within ten (10) calendar days of the official address change.
14. Force Majeure. The parties shall use reasonable diligence to ultimately fulfill the intent of this Agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, hurricanes or wind storms, epidemics, pandemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.
15. Controlling Laws.
  - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CRA now in effect and those hereinafter adopted.

- b. The location for settlement of any and all claims, controversies, or disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

16. Miscellaneous.

- a. SONESTA warrants that it has not employed or retained any company or person, other than a bona fide employee or consultant working for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration that is contingent upon or resulting from the award or making of this Agreement.
- b. SONESTA warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, or marital status.
- c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.
- d. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.
- e. If either party has to file suit to enforce the terms of this Agreement or pursue reimbursement of funds, the prevailing party shall be entitled to attorney's fees.
- f. Upon execution, this Agreement shall be recorded in the Public Records of Orange County, Florida.

17. Notices. Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA:                   Executive Director  
                              Community Redevelopment Agency

400 South Orange Avenue, 6<sup>th</sup> Floor  
Orlando, FL 32801

Economic Development Department Director  
City of Orlando  
400 South Orange Avenue, 3<sup>rd</sup> Floor  
Orlando, FL 32801

SONESTA: Sonesta International Hotels Corporation  
Two Newton Place  
255 Washington Street, Suite 300  
Newton, MA 02458  
Attention: CFO and General Counsel

**IN WITNESS WHEREOF**, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

**SONESTA INTERNATIONAL HOTELS CORPORATION**, a foreign corporation,

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED before me, by means of  physical presence or  online notarization, the undersigned authority, \_\_\_\_\_,  well known to me or  who has produced his/her \_\_\_\_\_ as identification, and known to me to be the \_\_\_\_\_ of above-mentioned corporation, and acknowledged before me that he/she executed the foregoing High-Value Job Creation Program Agreement on behalf of said corporation, as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires:

**COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_

Chairman

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Executive Director

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED as to form and legality,  
for the use and reliance of the  
CRA/City of Orlando, Florida only.  
\_\_\_\_\_, 2021.

\_\_\_\_\_  
Assistant City Attorney  
City of Orlando, Florida

STATE OF FLORIDA  
COUNTY OF ORANGE

PERSONALLY APPEARED before me by means of  physical presence or  online notarization, the undersigned authority, \_\_\_\_\_,  well known to me or  who has produced his/her \_\_\_\_\_ as identification, and known to me to be the Chairman of the Community Redevelopment Agency, and acknowledged before me that he/she executed the foregoing High-Value Job Creation Program Agreement on behalf of the Community Redevelopment Agency as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires:

**EXHIBIT “A”**

**HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM**

**OVERVIEW.** It is the City of Orlando’s and the CRA’s intent to attract targeted industries and targeted headquarters with high-wage, high-value jobs to Downtown Orlando by providing the following incentives for the purpose of accomplishing goals such as: Diversifying the local economy, growing high-wage, high-value jobs, and growing targeted industries. Incentives are available for qualified companies that locate high-wage, high-value jobs to a location within the Downtown Orlando Community Redevelopment Area (the “Area”).

1. **Job Creation Incentive** - In recognition of a company’s job creation, the CRA may provide a job creation incentive payment, as long as funds are available, of up to \$2,000 per job created within a five year period to be paid by the CRA to the company annually, in arrears,. The company will be required to maintain these jobs for a ten (10) year period from execution of an incentive agreement with the CRA.
  
- . The Job Creation Incentive is contingent upon the company having an established minimum number of employees by the end of Year 1 at a Downtown Orlando location within the CRA and retaining a minimum number of employees at the Downtown Orlando location through Year 10. To qualify for the Program’s Job Creation Incentive, the average annual wage must meet one of the following percentages:

Annual Average Wage (AAW)	Per job incentive value of up to
115% of the Orange County or State of Florida AAW	\$750
150% of the Orange County or State of Florida AAW	\$1,500
200% of the Orange County or State of Florida AAW	\$2,000

2. If a company qualifies for the Job Creation Incentive, it may qualify for one or more of the following additional incentives as long as funds are available:

**Downtown Living Incentive** – An additional incentive of up to \$1,000 per job incented under paragraph 1 herein may be provided to a company having a certain number of employees with a permanent primary residence located within the Area. The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25% in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of residency (i.e. tax record, evidence of a lease agreement, utility bill, etc...) must be provided in accordance with the incentive agreement.

**Public Transportation Incentive** – An additional incentive up to \$1,000 per incented job under paragraph 1 may be provided to a company which has a certain number of employees who are utilizing a Transportation Spending Account, as defined in the Internal Revenue Code Section 132 and the federal Transportation Equity Act for the 21<sup>st</sup> Century (“Transportation Spending Account”). The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25 % in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of the employee’s use of a transportation spending account must be provided in accordance with the funding agreement. To qualify for this incentive, each Transportation Spending Account must be funded in an amount of at least \$560 annually.

3. In addition to financial incentives, the CRA may provide successful applicants with assistance in obtaining access to relevant market data, labor force data, and real estate data, in connecting applicants with regional economic development organizations for workforce training, technical assistance, and strategic planning, and in coordinating with respect to permitting processes.
4. The CRA may determine overall incentive recommendations on a case-by-case basis.
5. Cumulative incentives granted to any one company under this Program will not exceed \$4,000 per job.
6. Eligible companies must occupy a physical location within the Area that provides at least 200 square feet of space per incented employee.
7. Eligible companies must sign a written agreement certifying that incented employees will spend at least 50 percent of their working hours in the CRA location.
8. Recipients of the HWHV program funding must submit an annual statement to certify their performance. The annual report must be reviewed and certified by a third-party, Certified Public Accountant (CPA), prior to submittal to the CRA.

## EXHIBIT "B" Payout Schedule for Each Program Incentive

Sonesta International Hotels Corporation - Phase In Schedule

High Wage High Value Job Incentive	\$ 750.00
Downtown Living Incentive	\$ 1,000.00
Public Transportation Incentive	\$ 1,000.00
<b>Total Incentive Per Job</b>	<b>\$ 2,750.00</b>

High Wage High Value Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	65	15	0	0	0	80
2021/2022	\$ -	\$ 12,188					\$ 12,188
2022/2023	\$ -	\$ 12,188	\$ 2,813				\$ 15,000
2023/2024	\$ -	\$ 12,188	\$ 2,813	\$ -			\$ 15,000
2024/2025	\$ -	\$ 12,188	\$ 2,813	\$ -	\$ -		\$ 15,000
2025/2026			\$ 2,813	\$ -	\$ -	\$ -	\$ 2,813
2026/2027				\$ -	\$ -	\$ -	\$ -
2027/2028				\$ -	\$ -	\$ -	\$ -
2028/2029					\$ -	\$ -	\$ -
						<b>Total</b>	<b>\$ 60,000</b>

Downtown Living Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	65	15	0	0	0	80
2021/2022	\$ -	\$ 16,250					\$ 16,250
2022/2023	\$ -	\$ 16,250	\$ 3,750				\$ 20,000
2023/2024	\$ -	\$ 16,250	\$ 3,750	\$ -			\$ 20,000
2024/2025	\$ -	\$ 16,250	\$ 3,750	\$ -	\$ -		\$ 20,000
2025/2026			\$ 3,750	\$ -	\$ -	\$ -	\$ 3,750
2026/2027				\$ -	\$ -	\$ -	\$ -
2027/2028				\$ -	\$ -	\$ -	\$ -
2028/2029					\$ -	\$ -	\$ -
						<b>Total</b>	<b>\$ 80,000</b>

Public Transportation Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	65	15	0	0	0	80
2021/2022	\$ -	\$ 16,250					\$ 16,250
2022/2023	\$ -	\$ 16,250	\$ 3,750				\$ 20,000
2023/2024	\$ -	\$ 16,250	\$ 3,750	\$ -			\$ 20,000
2024/2025	\$ -	\$ 16,250	\$ 3,750	\$ -	\$ -		\$ 20,000
2025/2026			\$ 3,750	\$ -	\$ -	\$ -	\$ 3,750
2026/2027				\$ -	\$ -	\$ -	\$ -
2027/2028				\$ -	\$ -	\$ -	\$ -
2028/2029					\$ -	\$ -	\$ -
						<b>Total</b>	<b>\$ 80,000</b>

**Total Potential Incentive**      **\$ 220,000**

Overall Potential Payout Schedule					
Fiscal Year	High Wage High Value Job Incentive	Downtown Living Incentive	Public Transportation Job Incentive		Total
2021/2022	\$ 12,188	\$ 16,250	\$ 16,250		\$ 44,688
2022/2023	\$ 15,000	\$ 20,000	\$ 20,000		\$ 55,000
2023/2024	\$ 15,000	\$ 20,000	\$ 20,000		\$ 55,000
2024/2025	\$ 15,000	\$ 20,000	\$ 20,000		\$ 55,000
2025/2026	\$ 2,813	\$ 3,750	\$ 3,750		\$ 10,313
2026/2027	\$ -	\$ -	\$ -		\$ -
2027/2028	\$ -	\$ -	\$ -		\$ -
2028/2029	\$ -	\$ -	\$ -		\$ -
			<b>Total</b>		<b>\$ 220,000</b>



**EXHIBIT "C"**  
**ANNUAL REPORT**

<b>Date:</b>	
<b>Report Period Start Date:</b>	
<b>Report Period End Date:</b>	
<b>Number of New Jobs Created:</b>	
<b>Average Annual Wage of New Jobs (excluding Benefits):</b>	
<b>Location of New Jobs:</b>	
<b>Number of Maintained Jobs previously reported:</b>	
<b>Average Annual Wage of Jobs previously reported: (excluding Benefits):</b>	
<b>Total Number of Jobs in the Area:</b>	
<b>Average Annual Wage of All Jobs in the Area:</b>	
<b>Total Number of Employees Living within the Area:</b>	
<b>Percentage of Employees Living within the Area:</b>	
<b>Total Number of Employees making at least the minimum required contribution to a Transportation Spending Account:</b>	
<b>Percentage of Employees making at least the minimum required contribution to a Transportation Spending Account:</b>	
<b>Percentage of Working Hours that incented Employees are spending in the Area (must be at least 50%):</b>	

I have reviewed this Report and any pertinent information related thereto, and hereby certify it to be true and correct.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Certified Public Accountant (CPA)

Name of Accounting Firm or Business: \_\_\_\_\_

License No. \_\_\_\_\_

## AMENDMENT ONE TO AGREEMENT

THIS AMENDMENT ONE TO AGREEMENT is effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021 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

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, Chapter 4(B) also states a goal of activating vacant and underutilized areas within the Area, specifically noting the bridge district, the area underneath the newly constructed I-4 between Church Street and Washington Street (“Bridge District”) as one such area; and

WHEREAS, Chapter 4(A) of the Redevelopment Plan also notes the lack of connectivity as a barrier to a fully thriving downtown; and

WHEREAS, the City, through an Airspace Agreement with the Florida Department of Transportation (“FDOT”), has the ability to conduct certain activities within the Bridge District; and

WHEREAS, the Redevelopment Plan specifically identifies a goal of activating the Bridge District into a new destination, connecting the East and West sides of I-4, to be used for a variety of uses, including recreation and events; and

WHEREAS, a preliminary design for this new space within the Bridge District has been created, and the space is referred to as the Under-i (“Under-i”); and

WHEREAS, in connection with the Ultimate I-4 project, the Orlando Utilities Commission (“OUC”) is undertaking certain improvements to the water mains and related infrastructure within the Bridge District and cross streets; and

WHEREAS, while undertaking such improvements, OUC will be undertaking additional work to provide utility service connections necessary for the development of the Under-i, including water, electric, and sanitary sewer connections (“Under-i Infrastructure Improvements”); and

WHEREAS, the CRA desires for the Work, including the design and construction of the Under-i, including the Under-i Infrastructure Improvements, to be performed in fulfillment of the previously enumerated goals of its Redevelopment Plan; and

WHEREAS, the CRA will fund the Under-i Infrastructure Improvements 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. The definition of "Work" as contemplated by the Agreement is hereby amended to include the design and construction work related to the Under-I, including the Under-i Infrastructure Improvements contemplated in Section 2 (F) hereof.
3. Section 2 of the Agreement, Funding, is hereby amended to include the following subsection F:  
  
F. Under-I Infrastructure Improvements. The CRA agrees that the invoices from the contractor(s) hired by OUC for construction of the Under-I Infrastructure Improvements as contemplated in the Task Order #1 for Joint Participation Agreement between the City and OUC dated \_\_\_\_\_ will be paid from the CRA funds designated for the Under-i project, up to a not to exceed amount of \$1,000,000.00
3. Except as amended herein, the 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.

\_\_\_\_\_, 2021  
Assistant City Attorney

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, 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:

\_\_\_\_\_  
Thomas C. Chatmon, Jr., Executive Director

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2021, by Buddy Dyer and Thomas C. Chatmon, Jr., the Chairman and 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.

\_\_\_\_\_, 2021.  
\_\_\_\_\_  
Assistant City Attorney