



**AB**

## **MEETING NOTICE**

Orlando City Hall, Veterans Conference Room, 2<sup>nd</sup> Floor at 3:00PM

**Welcome,**

**We are glad you have joined us for the March 27, 2024 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](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 1<sup>st</sup> 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. February 28, 2024 – CRA Advisory Board Meeting
4. Public Comment
5. New Business
  - a. Amendment One to Contract with Universal Protection Services, LLC – Mercedes Blanca, Assistant Director
  - b. DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency (CRA) and Qreate Coffee Creative Village, LLC – Michael Whiteman, Economic Development Coordinator
  - c. DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency (CRA) and Gonzales & Co, LLC d/b/a Blu Wave Sushi & Handroll 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:** Monica McCown, Chair  
Eugene Jones, Vice Chair  
Kimberly Stewart  
Rachel Moalli  
Steve Garrity  
Doug Taylor  
Commissioner Emily Bonilla

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

**DATE:** March 27, 2024

**SUBJECT:** Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, March 27, 2024.

**Approval of Minutes:**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the February 28, 2024 Community Redevelopment Agency Advisory Board Meeting.

**Public Comment:****New Business:**

**a. Amendment One to Contract with Universal Protection Services, LLC – Mercedes Blanca, Assistant Director**

On March 10, 2023, the CRA entered into a contract with Universal Protection Service LLC d/b/a Allied Universal Security Services (Allied) to provide downtown ambassador services which focus on hospitality, safety, and homeless outreach. Additionally, in the event of extreme weather events or other atypical situations, the Ambassadors can deviate from their regular services to collaborate with the CRA and serve the CRA community as needed. The annual expenditure for these services per the contract are \$1,307,522.80 and include two daily shifts with roughly seven Ambassadors per shift, covering the hours of 7am to 11pm.

CRA staff is interested in amending the contract with Allied to provide additional ambassador services for major events, as well as cleaning and patrol services. Based on historical information, staff anticipates up to 2,304 hours for event ambassadors annually. To increase the cleanliness and safety of downtown, Allied's Sani-Guards would provide cleaning and patrol services Thursday through Sunday nights focusing on the Entertainment District, and Porters would supplement the Clean Team's services by providing roving cleaning services between the hours of 7am and 11pm. These additional services would cost up to \$338,217.36.

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

Staff requests that the CRA Advisory Board recommend to the CRA approval of Amendment One to the Contract with Universal Protection Service LLC, subject to review and approval by the City's Attorney's Office and authorize the Chief Procurement Officer to execute such Amendment.

**b. DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency (CRA) and Qreate Coffee Creative Village, LLC – 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 2023, the program was amended to allow qualifying businesses under the DTO Restaurant Program to be eligible for up to \$400,000 for tenant improvements, \$50,000 for rent expenses, and \$25,000 for the addition of or improvements to outside seating areas for a potential maximum funding amount of \$475,000. Exact funding levels are dependent on program criteria such as location, square footage, and restaurant classification.

Qreate Coffee Creative Village, LLC, doing business as Qreate Coffee, a non-full-service restaurant, has signed a five (5) year and seven (7) month lease for the space located at 591 Chatham Avenue, Unit 120, Orlando, Florida 32801. This 1,350 sq. ft. restaurant will offer counter service and approximately 29 seats. This restaurateur has five (5) years of restaurant ownership and operations experience to this new venture.

Qreate Coffee Creative Village, LLC has applied for funding in the amount of \$125,000 which includes \$75,000 for tenant improvements, along with \$50,000 in rent assistance. Funding received would be used for build-out expenses including plumbing, electrical HVAC and interior improvements. The overall build-out of the retail space is anticipated to cost approximately \$450,000, with \$75,000 from the CRA under this Funding Agreement.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency and Qreate Coffee Creative Village, LLC, subject to review and approval of the City Attorney's Office, and authorization for the Chair and Executive Director of the CRA to execute such Funding Agreement.

**c. DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency (CRA) and Gonzales & Co, LLC d/b/a Blu Wave Sushi & Handroll 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 2023, the program was divided into two programs, the DTO Retail Program and the DTO Restaurant Program. The DTO Restaurant Program allows qualifying businesses to be eligible for up to \$400,000 for tenant improvements, \$50,000 for rent expenses, and \$25,000 for the addition of or improvements to outside seating areas for a potential maximum funding amount of \$475,000. Exact funding levels are dependent on program criteria such as location,

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square footage, and restaurant classification.

Gonzales & Co LLC, doing business as BluWave Sushi & Handroll Bar, a full-service restaurant, has signed a seven (7) year lease for the space located at 54 West Church Street, Suite 170, Orlando, FL 32801. This 3,038 sq. ft. restaurant space will have table and bar service with approximately eighty (80) overall seats. This restaurateur brings ten (10) years of restaurant ownership and operations experience to this new venture, including BluWave Sushi in the Tampa area.

Gonzales & Co LLC qualifies for funding in the amount of \$100,050 which includes \$50,050 for tenant improvements, along with \$50,000 in rent assistance. Funding received would be used for build-out expenses including plumbing, flooring, mechanical, electrical, HVAC, lighting, and life safety improvements. The overall build-out of the retail space is anticipated to cost approximately \$400,000, with \$100,050 from the CRA under this Funding Agreement. This action supersedes the action taken by the CRA on December 11, 2023 with respect to this applicant.

Staff requests that the CRA Advisory Board recommend approval to the CRA of the DTO Restaurant Program Funding Agreement between the Community Redevelopment Agency and Gonzales & Co LLC, 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 DTO Restaurant Program Funding Agreement.

**Date of Next Meeting:**

- a. The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, April 24, 2024 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

## AMENDMENT ONE TO CONTRACT

**THIS AMENDMENT** (“Amendment”) to Contract, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, is made by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** (“CRA”), an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **UNIVERSAL PROTECTION SERVICE LLC d/b/a Allied Universal Security Services**, hereinafter referred to as the "Contractor".

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

**WHEREAS**, the parties entered into a contract effective March 10, 2023 (“Contract”) pursuant to which the Contractor provides downtown ambassador services to the CRA in the Downtown Orlando Community Redevelopment Area (“Area”); and

**WHEREAS**, the CRA and Contractor desire to enter into this Amendment to the Contract for the Contractor to provide additional downtown ambassador services for events as well as Sani-Guard patrol services and general porter services in the Area as more particularly set forth below; and

**WHEREAS**, the CRA was created as a public body corporate and agency of the City of Orlando (“City”) for the purpose of, among others, carrying out the community redevelopment purposes of Ch. 163, Part III, Florida Statutes; and

**WHEREAS**, under the CRA’s policy and procedure, codified as section 1240.1 of the City’s policies and procedures manual, the Chief Procurement Officer has been authorized by the CRA to serve as the CRA’s principal procurement agent;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

#### **I. SCOPE**

The Contractor shall perform the additional ambassador services to support events in the Area, the Sani-Guard patrol services, and the general porter services (“Additional Services”) as defined in Contractor’s quotes for such services (“Quotes”) attached hereto as Exhibit "A" and incorporated herein by this reference. The hourly allocations shown on the Quote for additional ambassador services to support events in the Area are estimates of the parties and the actual hours that such Additional Services shall be provided by Contractor shall be scheduled in writing (an email shall suffice) by mutual agreement of the parties at least two (2) weeks in advance of the provision of such services. Approval of the scheduling of additional ambassador services for event support may be made by the CRA’s Executive Director or his designee on behalf of the CRA, and by a Manager of Contractor assigned to

this Contract on behalf of the Contractor. Temporary and permanent changes to the schedules for the Sani-Guard services and the porter services shown on the Quote for each service respectively may be made by mutual agreement of the parties in the same manner as such changes are made for general ambassador staffing level and scheduling changes in Section I of the Contract. Except as otherwise specified herein, the Contractor shall perform the Additional Services in accordance with the Quotes and the Contract, and shall furnish all materials, tools, equipment, manpower, and consumables to provide the Additional Services.

## **II. COMPENSATION FOR ADDITIONAL SERVICES**

Additional Services shall be provided at the hourly rates set forth on the applicable Quote and billed to the CRA monthly in arrears based upon actual hours worked together with the additional fixed Monthly Equipment Charges and other monthly charges shown on the Quotes. Notwithstanding the preceding, Contractor shall not provide services or invoice CRA for any of the three Additional Services in excess of the Annual Total or Total Annual Charge shown on the applicable quote without the written approval of the City's Chief Procurement Officer or his designee.

In all other respects, and except as specifically modified and amended herein, the Contract shall continue in full force and effect as written and the parties hereto agree to be bound thereby.

\*\*\*\*\*

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first written above.

COMMUNITY REDEVELOPMENT AGENCY  
OF THE CITY OF ORLANDO, FLORIDA

APPROVED AS TO FORM AND LEGALITY  
for the use and reliance of the CRA, only

By: \_\_\_\_\_  
Chief Procurement Officer, City of Orlando

Date: \_\_\_\_\_, 2024

DAVID BILLINGSLEY, CPSM, C.P.M.  
Name, Typed or Printed

Date: \_\_\_\_\_, 2024

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY  
ORLANDO, FLORIDA

\*\*\*\*\*

**CONTRACTOR**

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

\_\_\_\_\_  
Name & Title, Typed or Printed

CORPORATE SEAL

\_\_\_\_\_  
Name of Company, Corp., etc.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State and Zip

\_\_\_\_\_  
Area Code/Telephone Number

\_\_\_\_\_  
Email Address

STATE OF FLORIDA        }

COUNTY OF \_\_\_\_\_ }

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for \_\_\_\_\_ (name of entity/party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public – State of Florida  
Print, Type, or Stamp Notary Name: \_\_\_\_\_

(Affix Notary Stamp or Seal Above)

\_\_\_ Personally Known or \_\_\_ Produced Identification

Type of Identification Produced \_\_\_\_\_



**EXHIBIT “A”**

**QUOTES FOR ADDITIONAL SERVICES**

August 31st, 2023

Mercedes Blanca  
Assistant Director  
Downtown Development Board/Community Redevelopment Agency  
City of Orlando  
400 South Orange Avenue  
Orlando, FL 32801  
p: 407.246.3625

**Re: Additional Ambassadors for Event Support**

Thank you for contracting Allied Universal regarding additional Ambassador services to be provided via the City of Orlando RFP22-0386 / Downtown Ambassador Services contract. It is our pleasure serving City of Orlando. Per your request, please see the following quote for additional Ambassador Services to support Events in and around the CRA.

Postion	Pay Rate to Employee per hour	Bill Rate Charged to the CRA per hour	Monthly Hours by position	Monthly Services Billing Amount to the CRA by Position
a. Safety Ambassador	\$18/\$20	\$27.17	192	\$5, 216.64
			<b>Monthly Charge to CRA</b>	
f. Total Monthly Services Billing Amount for all Positions shown above				\$5,216.64
i. Vehicle Fuel charge - not to exceed \$300 / month				\$300
<b>Total Monthly Charge:</b>				\$5,516.64
<b>Total Annual Charge:</b>				\$66,199.68

\*Does not include sales tax, if applicable

\*Assumes City will provide parking for assigned personnel.

\*Assumes City will provide storage for bicycles

We look forward working with you. Please feel free to call me with any questions. Your contacts for this service will be as follows:

Downtown Ambassador Account Manager	General Manager   Orlando
Hareton Tejada W: 689-799-2293 Hareton.Tejada@aus.com	Ryan Leneweaver W:321.280.3110   C:407.461.9578 Ryan.Leneweaver@aus.om

Sincerely,



**Ryan Leneweaver**  
General Manager, Orlando

..... Allied Universal  
..... W: 407.461.9578  
..... P: 813.919.6528  
..... [Ryan.Leneweaver@aus.com](mailto:Ryan.Leneweaver@aus.com)  
..... [Ryan.Leneweaver@gmail.com](mailto:Ryan.Leneweaver@gmail.com)  
..... CC: Eric Glasgow



Quote

February 16, 2024

2226 Encompass Drive, Suite 116  
Chattanooga, TN 37421  
(423)260-8336

To: Mercedes Blanca  
Downtown Orlando  
400 South Orange Avenue  
Orlando, FL 32801

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
David Witte	City Portering	Due on receipt	Upon Billing

QTY	DESCRIPTION	UNIT PRICE	MONTHLY TOTAL
56	Porters 7am-3:00pm, 7 days per week @ 56 hr per week	\$24.67	\$ 5,986.59
56	Porters 2:30pm-10:30pm, 7 days per week @ 56 hr per week	\$24.67	\$ 5,986.59
			\$ -
	*motorized trash tub price included		\$ -
			\$ -
	*price includes standard PPE for the proters.		\$ -
			\$ -
	*Scope of Work is included in current Ambassador Contract		\$ -
			\$ -
			\$ -
			\$ -
MONTHLY SUBTOTAL			\$ 11,973.18
SALES TAX			0.00% \$ -
MONTHLY TOTAL			\$ 11,973.18
ANNUAL TOTAL			\$ 143,678.16

Approval: \_\_\_\_\_

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

### 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:** The Community Redevelopment Agency's (CRA) Downtown Orlando Community Redevelopment Area Plan (DTO Outlook) specifically includes the CRA's implementation of Downtown "Clean and Safe" programming, including a Downtown Ambassador program as a way to make the Downtown experience easier and more satisfying. On March 10, 2023, the CRA entered a contract with Universal Protection Service LLC d/b/a Allied Universal Security Services (Allied) to provide downtown ambassador services which focus on hospitality, safety, and homeless outreach. Additionally, in the event of extreme weather events or other atypical situations, the Ambassadors can deviate from their regular services to collaborate with the CRA and serve the CRA community as needed. The annual expenditure for these services per the contract is \$1,307,522.80 and include two daily shifts with roughly seven Ambassadors per shift, covering the hours of 7am to 11pm.

CRA staff is interested in amending the contract with Allied to provide additional ambassador services for major events, as well as cleaning and patrol services. Based on historical information, staff anticipates up to 2,304 hours for event ambassadors annually. To increase the cleanliness and safety of downtown, Allied Universal's Sani-Guards would provide cleaning and patrol services Thursday through Sunday nights focusing on the Entertainment District, and Porters would supplement the Clean Team's services by providing roving cleaning services between the hours of 7am and 11pm. These additional services would cost up to \$323,097.36.

#### 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).

	Current Fiscal Year Cost Estimate	Estimated Annualized Cost Thereafter
Personnel	\$0	\$0
Operating/Capital	\$323,097.36	\$
<b>Total Amount</b>	<b>\$323,097.36</b>	<b>\$</b>

Comments (optional): (enter text here)

#### Revenues

What is the source of any revenue and the estimated amount? N/A 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		(enter text here)
Department /Division	EDV/CRA		(enter text here)
Cost Center/Project/Grant	CRA0016 P		(enter text here)
<b>Total Amount</b>	<b>\$323,097.36</b>		<b>\$0</b>



Quote

February 16, 2024

2226 Encompass Drive, Suite 116  
Chattanooga, TN 37421  
(423)260-8336

To: Mercedes Blanca  
Downtown Orlando  
400 South Orange Avenue  
Orlando, FL 32801

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
David Witte	Sani-Guard Patrol	Due on receipt	Upon Billing

QTY	DESCRIPTION	UNIT PRICE	MONTHLY LINE TOTAL
52	Sani-Guard Patrol	\$37.86	\$ 8,531.12
	*Thu-Sun: 11p-7a and 11p-4a		\$ -
			\$ -
2	Motorized Trash Gondola	\$72.92	\$ 145.84
12	Biohazard Cleanup Kit	\$31.50	\$ 378.00
	*Estimated amount 3 per weekend		\$ -
			\$ -
2	Eponics Mobile8	\$190.00	\$ 380.00
			\$ -
			\$ -
			\$ -
MONTHLY TOTAL			\$ 9,434.96
ANNUAL TOTAL			\$ 113,219.52

Approval: \_\_\_\_\_

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

## DTO Restaurant Program Funding Agreement

Qreate Coffee Creative Village, LLC

This AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_ day of April, 2024, 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 32801, and Qreate Coffee Creative Village, LLC (hereinafter referred to as “Qreate” or “Grantee”), whose address is 591 Chatham Avenue, Suite 120, Orlando, Florida 32801 (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 DTO Restaurant Program (the “Program”) in order to encourage property owners and restaurant owners to rehabilitate and revitalize building structures and façades, particularly in certain focus areas within the Area; and

**WHEREAS**, this Program is intended to attract quality restaurateurs and to achieve high-quality interior buildout of restaurants within the core of downtown by supplementing the tenant improvement allowance made available to tenants by property owners, which will make downtown properties financially competitive; 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 located within the Area, with such property being more particularly described in Grantee’s Application, **Exhibit “B”**, attached hereto and incorporated herein by this reference (“the Property”); and

**WHEREAS**, Grantee’s operation of a non-full-service restaurant with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property qualifies it for the Program; and

**WHEREAS**, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements as shown in **Exhibit “B”** (“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 Two Hundred Fifty Dollars (\$75,000.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 591 Chatham Avenue, Suite 120, 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 Fifty Thousand Dollars and No Cents (\$50,000.00) 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 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 ("Project Completion Deadline"). 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 prior to the expiration of the Project Completion Deadline.

7. Records and Reporting.

- a. 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.
- b. At the end of each year during the Term, Grantee shall submit an Annual Financial Report to the CRA's Division Fiscal Manager at the address in Section 28 below showing evidence of Grantee's operation as a restaurant and specifically showing gross revenue from sales of food and non-alcoholic beverages for such year. The Annual Report shall be reviewed and certified (name, signature and license number included) by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA and shall be submitted to the CRA with such certification no later than March 1 of the calendar year following the applicable year. Grantee shall be required to re-pay to the CRA the prorated portion of the Funding, as set forth in Section 2 above, for any year in which less than 51% of the gross revenue is from sales of food and non-alcoholic beverage or for calendar years in which Grantee fails to submit a complete and certified Annual Financial Report by March 1.

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. Grantee shall operate a non-full-service restaurant open a minimum of ten (10) hours daily, with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property; and
- c. 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. Grantee not maintaining at least at least 51% of gross revenue from sales of food and non-alcoholic beverages as evidenced by the required reporting in Section 7b. above;
- d. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- e. The Grantee or the Property incurs a code enforcement lien; or
- f. 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 \$1,000,000 Combined Single Limit (CSL) per occurrence for bodily injury and 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<br>Orlando City Hall<br>400 S. Orange Avenue<br>Orlando, Florida 32801<br>(with a copy to City Attorney's Office) |
| b. If to the Grantee: | Qreate Coffee Creative Village, LLC<br>591 Chatham Avenue, Suite 120<br>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]

**Qreate Coffee Creative Village, LLC**

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 \_\_\_\_\_, 2024, who is the \_\_\_\_\_ of Qreate Coffee, LLC, 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: \_\_\_\_\_

**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.

\_\_\_\_\_, 2024

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



**EXHIBIT “A”**  
Program Guidelines

**EXHIBIT “B”**

**Application**

(attached separately and incorporated herein)

### 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:** Qreate Coffee Creative Village, LLC, doing business as Qreate Coffee, a non-full-service restaurant, located at 591 Chatham Avenue, Unit 120, Orlando, Florida 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 2023, the program was amended to allow qualifying businesses under the DTO Restaurant Program to be eligible for up to \$400,000 for tenant improvements, \$50,000 for rent expenses, and \$25,000 for the addition of or improvements to outside seating areas for a potential maximum funding amount of \$475,000. Exact funding levels are dependent on program criteria such as location, square footage, and restaurant classification.

Qreate Coffee Creative Village, LLC has applied for funding in the amount of \$125,000 which includes \$75,000 for tenant improvements, along with \$50,000 in rent assistance. Funding received would be used for build-out expenses including plumbing, electrical HVAC and interior improvements. The overall build-out of the retail space is anticipated to cost approximately \$450,000, with \$75,000 from the CRA under this Funding Agreement.

### 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)

	<b>Current Fiscal Year Cost Estimate</b>	<b>Estimated Annualized Cost Thereafter</b>
Personnel	\$0	\$0
Operating/Capital	\$125,000	\$0
<b>Total Amount</b>	<b>\$125,000</b>	<b>\$0</b>

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:

	<b>Source #1</b>	<b>Source #2</b>	<b>Source #3</b>
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>
<b>Total Amount</b>	<b>\$125,000</b>	<b>\$0</b>	<b>\$0</b>

**DTO Restaurant Program Funding Agreement**  
**Gonzales & Co LLC d/b/a BluWave Sushi & Handroll Bar**

This AGREEMENT (the “Agreement”) is made and entered into this \_\_\_\_ day of April, 2024, 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 Gonzales & Co, LLC, a Florida Limited Liability Company d/b/a/ BluWave Sushi & Handroll Bar (hereinafter referred to as “BluWave” or “Grantee”), whose address is 54 West Church Street, Suite 170, Orlando, Florida, 32801, (hereinafter jointly 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 DTO Restaurant Program (the “Program”) in order to encourage property owners and restaurant owners to rehabilitate and revitalize building structures and façades, particularly in certain focus areas within the Area; and

**WHEREAS**, this Program is intended to attract quality restaurateurs and to achieve high-quality interior buildout of restaurants within the core of downtown by supplementing the tenant improvement allowance made available to tenants by property owners, which will make downtown properties financially competitive; 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 located within the Area, with such property being more particularly described in Grantee’s Application, **Exhibit “B”**, attached hereto and incorporated herein by this reference (“the Property”); and

**WHEREAS**, Grantee’s operation of a full-service restaurant with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property qualifies it for the Program; and

**WHEREAS**, the Grantee desires to enter into an agreement with the CRA providing for the provision of financial assistance for improvements as shown in **Exhibit “B”** (“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 Fifty Thousand and fifty Dollars (\$50,050.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 54 West Church Street, Suite 170, 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 Fifty Thousand Dollars and No Cents (\$50,000.00) 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 Grantee’s entering into a lease for the Property extending at least through the end of the Term of this Agreement and upon completion of the work and 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 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 ("Project Completion Deadline"). 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 prior to the expiration of the Project Completion Deadline.

7. Records and Reporting.

- a. 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.
- b. At the end of each year during the Term, Grantee shall submit an Annual Financial Report to the CRA's Division Fiscal Manager at the address in Section 28 below showing evidence of Grantee's operation as a restaurant and specifically showing gross revenue from sales of food and non-alcoholic beverages for such year. The Annual Report shall be reviewed and certified (name, signature and license number included) by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA and shall be submitted to the CRA with such certification no later than March 1 of the calendar year following the applicable year. Grantee shall be required to re-pay to the CRA the prorated portion of the Funding, as set forth in Section 2 above, for any year in which less than 51% of the gross revenue is from sales of food and non-alcoholic beverage or for calendar years in which Grantee fails to submit a complete and certified Annual Financial Report by March 1.

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. Grantee shall operate a full-service restaurant open a minimum of 10 hours daily, serving lunch and dinner, with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property; and
- c. The Grantee shall maintain occupancy at the Property pursuant to a valid lease 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. Grantee not maintaining at least at least 51% of gross revenue from sales of food and non-alcoholic beverages as evidenced by the required reporting in Section 7b. above;
- d. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- e. The Grantee or the Property incurs a code enforcement lien; or
- f. 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.

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- |                       |  |
|-----------------------|--|
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| b. If to the Grantee: | Gonzales & Co, LLC,<br>d/b/a/ BluWave Sushi & Handroll Bar<br>54 West Church Street, Suite 170<br>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.

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

[SIGNATURES ON THE NEXT PAGES]

**Gonzales & Co, LLC**  
**d/b/a BluWave Sushi & Handroll Bar**

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 \_\_\_\_\_, 2024, who is the \_\_\_\_\_ of Gonzales & Co, LLC, 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: \_\_\_\_\_

**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.

\_\_\_\_\_, 2024

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

**EXHIBIT “A”**  
Program Guidelines

**EXHIBIT “B”**

**Application**

(attached separately and incorporated herein)

### 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:** Gonzales & Co LLC, doing business as BluWave Sushi & Handroll Bar, a full-service restaurant, has signed a seven (7) year lease for the space located at 54 West Church Street, Suite 170, Orlando, FL 32801. This 3,038 sq. ft. restaurant space will have table and bar service with approximately eighty (80) overall seats. This restaurateur brings ten (10) years of restaurant ownership and operations experience to this new venture, including BluWave Sushi in the Tampa area. Gonzales & Co LLC was previously approved to receive funding under the DTO Restaurant Program on December 11th, 2023; however, since such approval, it was determined that some components of the build out were erroneously omitted from the lowest contractor bid. Gonzales & Co LLC qualifies for funding in the amount of \$100,050 which includes \$50,050 for tenant improvements, along with \$50,000 in rent assistance. Funding received would be used for build-out expenses including plumbing, flooring, mechanical, electrical, HVAC, lighting, and life safety improvements. The overall build-out of the retail space is anticipated to cost approximately \$XXX, with \$100,050 from the CRA under this Funding Agreement.

### 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	\$100,050	\$0
<b>Total Amount</b>	\$100,050	\$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	(enter text here)	(enter text here)
Department /Division	EDV/CRA	(enter text here)	(enter text here)
Cost Center/Project/Grant	CRA0003 P	(enter text here)	(enter text here)
<b>Total Amount</b>	\$100,050	\$0	\$0