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Meeting Notice

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

Welcome,

We are glad you have joined us for the January 28, 2026, Community Redevelopment Agency Advisory Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

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

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

Agenda

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - A. December 4, 2025, CRA Advisory Board Meeting Minutes
4. Public Comment
5. New Business
 - A. Expansion of the Downtown Orlando Community Redevelopment Area Boundary – Juliana Bernal Guinand, Project Manager
 - B. DTO Outlook – Part III 2026 Plan Amendment - Mary-Stewart Droege, Project Manager
 - C. Approval and Acceptance of Offer from Morgan Stanley Bank, N.A. related to the Community Redevelopment Agency's Issuance of a Tax Increment Revenue Bond (Downtown District), Series 2026A in an aggregate principal amount not to exceed \$160,000,000 in the form of a bank term loan – David Barilla, Executive Director
 - D. Amendment 1 to September 30, 2013 Loan Agreement for the Community Redevelopment Agency Contribution to the 2013 Camping World Stadium Renovation Project – David Barilla, Executive Director
 - E. DTO Restaurant Program Funding Agreement with Hula Mula, LLC – Harmon Wattenbarger, Economic Development Coordinator
 - F. DTO Retail Program Funding Agreement with Dione, LLC and Muberya Saglam Makeup Studio, LLC – Kim C King-Maysonet, Business Development Assistant

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.

Downtown Development Board/Community Redevelopment Agency Advisory Board
Orlando City Hall, 6th Floor, 400 South Orange Ave, P.O. Box 4990, Orlando, FL 32802
Phone: (407)-246-2555 www.downtownorlando.com



AB

Manager

- G. Senior Transportation Funding Agreement – Christina Hyson, Project Manager
 - H. The Canopy GMP Amendment with Whiting-Turner Contracting Company - Christina Hyson, Project Manager
 - I. Second Amendment and Restated Funding Agreement between the City of Orlando, Beacon at Creative Village Partners, Ltd., Beacon at Creative Village-Phase II Partners, Ltd., and Beacon Condo Developers, LLC – Juliana Bernal Guinand, Project Manager
- 6. Date of Next Meeting
 - 7. Adjournment

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Memorandum

To Kimberly Stewart, Chair
Rachel Moalli, Vice Chair
Steve Garrity
Jason Chin
Dr. Robert M. Spooner

From David Barilla, Executive Director of the Downtown Development Board/Community Redevelopment Agency

Date January 28, 2026

Subject Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, January 28, 2026.

Approval of Minutes

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the December 4, 2025, Community Redevelopment Agency Advisory Board Meeting.

Public Comment**New Business**

A. Expansion of the Downtown Orlando Community Redevelopment Area Boundary
Juliana Bernal Guinand, Project Manager

The Downtown Community Redevelopment Agency (CRA) Finding of Necessity Study details the conditions of blight within an approximately 47-acre area (Expansion Area) adjacent to Camping World Stadium. The study finds, through supporting data and analysis, the existence of blight, as defined in Part III, Chapter 163 Florida Statutes, within the Expansion Area. Therefore, it is recommended that the existing Downtown Orlando Community Redevelopment Area boundary be expanded to include the properties surrounding the Stadium as shown in Figure 2 of the Report and the legal description in Map 3 of the 2026 DTOutlook Plan Amendment.

It is requested that the Community Redevelopment Agency Advisory Board approve, forward and recommend to the CRA and City Council for their approval of: 1) the Downtown CRA Finding of Necessity Study supporting the Finding of Necessity for the expansion of the Downtown Orlando Community Redevelopment Area Boundary and the expansion of the boundary to include the area identified in Figure 2 of the Report and 2) the existing City of Orlando Community Redevelopment Agency be designated as the Community Redevelopment Agency for the entire Downtown Orlando Community Redevelopment Area including the Expansion Area.

B. DTOutlook – Part III 2026 Plan Amendment
Mary-Stewart Droege, Project Manager

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The Downtown Orlando Community Redevelopment Area Plan (CRA Plan) is the method by which new activities are identified and prioritized for implementation and funding by the Community Redevelopment Agency (CRA). CRA staff carry out directives given to it by the Agency as detailed in the CRA Plan. Since the last amendment to the CRA Plan in 2023, the City of Orlando and the Community Redevelopment Agency have pursued redevelopment efforts, consistent with the CRA Plan and supported by broad-based research. The present 2026 amendment reflects projects, activities, and strategies developed by the DTO Action Plan, a planning initiative conducted by the City and CRA to further develop multiple strategies of the 2015 Plan. In addition, the 2026 amendment is intended to provide guidance for the CRA on the expansion of the CRA boundary around Camping World Stadium. This 2026 amendment to the CRA Plan, the 2026 DTOutlook, Part III, amends certain parts of the 2015 DTOutlook including Chapter I: Introduction, Chapter 2: Context for the 2026 CRA Plan Amendment, Chapter 3: CRA Planning Districts, Chapter 4: Strategic Analysis of Issues & Opportunities, Chapter 5: Design Framework, Chapter 6: Financial Plan, and Chapter 7: Implementation Plan. These sections have been edited to include the projects, activities, and strategies developed by the DTO Action Plan and provide general plan updates, including the proposed expansion of the CRA boundary.

Staff requests that the Community Redevelopment Agency Advisory Board recommend approval and forward the Downtown Orlando Community Redevelopment Area Plan Amendment-DTOutlook-Part III to the CRA and City Council for their review and approval

C. Approval and Acceptance of Offer from Morgan Stanley Bank, N.A. related to the Community Redevelopment Agency's Issuance of a Tax Increment Revenue Bond (Downtown District), Series 2026A in an aggregate principal amount not to exceed \$160,000,000 in the form of a bank term loan

David Barilla, Executive Director

The City issued a competitive solicitation of offers for a direct purchase bank term loan to fund a portion of the costs of various improvements throughout the Downtown Orlando Community Redevelopment Area (2026A Bond) and pay the costs of issuance related to the 2026A Bond. Projects to be funded by the proceeds of the 2026A Bond include, among others, Lake Eola Area Improvements, Orange Avenue and Rosalind Avenue Roadway Improvements, The Canopy, and Church Street Roadway Improvements.

Three (3) responses were received from JP Morgan, Morgan Stanley and Truist. After comparing the responses and consultation with City staff and the City's financial advisor, PFM, it is recommended that the CRA accept the offer of Morgan Stanley Bank, N.A. (Morgan Stanley). The Morgan Stanley offer is currently anticipated to result in an all-in true interest cost of approximately 4.16% based on current market conditions (subject to change depending on the rating assigned to the 2026A Bond and market conditions at time of pricing). Once the pricing occurs, the interest rate will be fixed for the life of the bond (approximately 16 years). Issuance of the Series 2026A Bond is consistent with the City's Debt Management Policy.

A resolution supplementing CRA Resolution No. 090810406 will be presented to CRA which, in addition to authorizing the issuance of the Series 2026A Bond, will approve the form of and authorize the execution of a Direct Purchase Agreement with Morgan Stanley,

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and authorize the Chairman and Executive Director to approve changes thereto and take other action necessary to complete the transaction (CRA Supplemental Resolution). In addition, a resolution will be presented to City Council to approve the CRA Supplemental Resolution.

Staff requests that the CRA Advisory Board recommend to the CRA that it approve and accept the Morgan Stanley offer related to the 2026A Bond.

D. Amendment 1 to September 30, 2013, Loan Agreement for the Community Redevelopment Agency Contribution to the 2013 Camping World Stadium Renovation Project

David Barilla, Executive Director

On November 4, 2013, the Community Redevelopment Agency (CRA) and City approved the Amended and Restated Orlando/Orange County Interlocal Agreement (Venues Interlocal Agreement) for various Community Venues projects. As part of the financing plan under the Venues Interlocal Agreement, a loan was made from the City to the CRA to provide the CRA's \$21 million contribution to the Camping World Stadium renovation project required by the Venues Interlocal Agreement. The terms of the loan are set forth in the September 30, 2013 loan agreement between the City and CRA (Original Loan).

Amendment No. 1 to the Original Loan re-amortizes repayment of the loan to extend final maturity three (3) years from FY2039 to FY2042, which will generate savings in the first 10 years to improve near term debt capacity. No additional funds are being borrowed.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the Amendment 1 to Loan Agreement, and authorize execution of Amendment 1 by the Executive Director of the CRA, subject to review and approval by the City Attorney's Office.

E. DTO Restaurant Program Funding Agreement with Hula Mula, LLC

Harmon Wattenbarger, 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 to receive reimbursement funding for tenant improvements and rent expenses. Exact funding levels are dependent on program criteria such as location, square footage, and restaurant classification.

Hula Mula, LLC, a non-full-service cafe style restaurant, has signed a ten (10) year lease for the space located at 201 S. Orange Ave, Suite 105. This new restaurant space is 2,753 sq. ft. and will have approximately 44 seats to support its operation as an all-day café, offering a unique dining experience designed to attract both tourists and local residents. In addition to this restaurant, this entrepreneur has operated restaurants in Europe since 2019 and currently owns three locations. In 2024, his Hula Mula located in

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Germany was recognized with an award for Best Hawaiian-Inspired Food Café, highlighting his success and innovation in the international dining market.

The overall build-out of the restaurant space is anticipated to cost approximately \$772,000.00. Hula Mula, LLC qualifies for funding in the amount of \$96,355 for tenant improvements. Funding received would be used for build-out expenses including plumbing, flooring, and electrical. Hula Mula, LLC also qualifies for \$50,000 in rental assistance for the first year of the 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 Hula Mula, LLC, subject to review and approval of the City Attorney's Office and authorize for the Chair of the CRA and Executive Director of the CRA to execute such DTO Restaurant Program Funding Agreement.

F. DTO Retail Program Funding Agreement with Dione, LLC and Muberya Saglam Makeup Studio, LLC

Kim C King-Maysonet, Business Development Assistant Manager

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 Retail Program allows qualifying businesses to be eligible for up to \$150,000 for tenant improvements and \$50,000 for rent expenses, for a potential maximum funding amount of \$200,000. Exact funding levels are dependent on program criteria such as location, square footage, and business type.

Dione, LLC and Muberya Saglam Makeup Studio, LLC, have signed a ten (10) year lease for the space located at 50 South Rosalind Avenue, Suite D, Orlando, Florida 32801. This 2,500 sq. ft. space will offer custom made bridal and wedding party gowns and professional hair and makeup services. These entrepreneurs bring more than ten (10) years of retail ownership and operations experience to this new venture.

The overall build-out of the business is expected to cost \$483,372. Dione, LLC and Muberya Saglam Makeup Studio, LLC qualify for funding in the amount of \$62,500 for tenant improvements. Funding received would be used for build-out expenses including interior electrical, plumbing, HVAC upgrades, flooring, interior drywall, doors, masonry, ceiling, carpentry, and interior life safety improvements. Dione, LLC and Muberya Saglam Makeup Studio, LLC also qualify for up to \$50,000 in rent assistance for the first year of the 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 Dione, LLC and Muberya Saglam Makeup Studio, LLC subject to review and approval of the City Attorney's Office and authorize for the Chair and Executive Director of the CRA to execute such DTO Restaurant Program Funding Agreement.

G. Senior Transportation Funding Agreement*Christina Hyson, Project Manager*

One of the goals of the Downtown Orlando Community Redevelopment Area (CRA) Plan is to provide transit to downtown residents, thereby aiding in reducing traffic congestion downtown and encouraging people to reside downtown. To advance this objective and address the mobility needs of downtown seniors, the CRA and the City of Orlando are requesting approval to enter into an Agreement with Mears Transportation Group (Mears) to provide residents of eleven (11) downtown senior housing complexes with safe, reliable, and ADA-accessible transportation to grocery and retail destinations.

The CRA and Mears began a pilot initiative on November 4, 2025, to assess ridership patterns and develop a service schedule for the downtown senior towers. The service has been operating as a fixed-route shuttle three days per week. The pilot program has received positive feedback from the facilities and senior residents, and ridership numbers demonstrate a continued need for this transportation service. To ensure continuity of service and build upon these successful outcomes, the proposed Agreement will extend the Senior Tran Program with Mears through September 30, 2026, with the option for four (4) one-year renewals.

Staff requests that the CRA Advisory Board recommend that the CRA approve the Agreement between the Community Redevelopment Agency, City of Orlando, and Mears Transportation Group and authorize the Chief Procurement Officer to enter into and execute the Agreement and contemplated renewals on behalf of the CRA, subject to review and approval by the City Attorney's Office.

H. The Canopy Amendment with Whiting-Turner Contracting Company*Christina Hyson, Project Manager*

The Downtown Orlando Community Redevelopment Area Plan (Redevelopment Plan) addresses activating vacant and underutilized areas. Further, the 2023 Amendment to the Redevelopment Plan outlined a strategy for the CRA to achieve this goal through supporting and funding the implementation of the Under-I elements, and supporting features, including infrastructure improvements, amenities, design, construction, wayfinding, associated streetscape and road improvements, to transform the space into a unique outdoor immersive destination environment while accommodating multi-modal transportation and parking needs.

The City entered into a contract with AECOM Technical Services, Inc. in 2023 to design a public space beneath the elevated bridge beams of Interstate 4 (I-4), between W Church Street (south boundary) and W Washington Street (north boundary). Initially referred to as the "Bridge District" then "Under-I", the vision and plans for the project have since developed into The Canopy. The major elements of The Canopy include a festival street and space, significant safety enhancements, projection wall, artistic trees and elements, enhanced lighting, public restrooms, a bike path, streetscape improvements, rideshare zone, and parking. Together, these components will create a distinct urban experience for both residents and visitors strengthening downtown Orlando's economy and providing needed infrastructure support for this area of the city.

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In 2025, The Whiting-Turner Contracting Company (Whiting-Turner) was selected as the top ranked firm to provide Construction Manager at Risk (CMAR) services for The Canopy project. The first phase of the contract was for pre-construction services, whereby Whiting-Turner became an integral part of the project team to provide constructability review, value engineering, cost estimating, and preparation of a detailed construction schedule. As the design phase of the project nears completion, an amendment to the contract is needed to commence the construction phase. This amendment establishes the Guaranteed Maximum Price (GMP) of \$30,000,000 or less for Whiting-Turner to construct the project. The proposed GMP amendment is not only consistent with the goals and strategies provided in the Redevelopment Plan but essential to bringing the project to fruition.

Staff requests that the CRA Advisory Board recommend that the CRA approve the GMP Amendment between the Community Redevelopment Agency, City of Orlando, and The Whiting-Turner Contracting Company for a not to exceed total amount of \$30,000,000 and authorize the Chief Procurement Officer to enter into and execute the Amendment, subject to review and approval by the City Attorney's Office.

I. Second Amendment and Restated Funding Agreement between the City of Orlando, Beacon at Creative Village Partners, Ltd., Beacon at Creative Village-Phase II Partners, Ltd., and Beacon Condo Developers, LLC

Juliana Bernal Guinand, Project Manager

The Community Redevelopment Act, Part III, Chapter 163, Florida Statutes, specifically authorizes CRA expenditures for the development of affordable housing within community redevelopment areas. Additionally, the goals established in the DT Outlook, the CRA's Downtown Orlando Community Redevelopment Area (Area) Plan, include providing affordable housing, improving the variety of housing options, and ensuring long term affordability.

The Beacon at Creative Village is a proposed multi-family residential complex being developed within the Area at Creative Village (Project). On December 9, 2024, the CRA approved the 'Amended and Restated Funding Agreement' to provide overall CRA funding of \$1,220,000 as an affordable housing incentive for the 115-unit project. The Project is receiving 9% low-income housing tax credits and SAIL funding from the Florida Housing Finance Corporation (FHFC). Since the prior agreement was approved, the development and financing plans for the Project have been revised to comply with FHFC requirements and obtain a Credit Underwriting Report (CUR) as approval to proceed with closing. As such, the Project will now provide a total of 115 units in two phases, with 76 units being financed through the 9% tax credits through RFA #2021-202 and the remaining 39 units being funded with the proceeds from a SAIL loan under FHFC RFA #2024-205. The attached Second Amendment and Restated Funding Agreement adjusts the funding source, affordability, and unit mix requirements for the Project based on the revised Project plans, as indicated in the charts below.

Changes in Funding Source			Changes in Affordability			Changes in Unit Mix		
FHFC RFA	CRA Funding Agreement	FHFC CUR	AMI	CRA Funding Agreement	FHFC CUR	Unit Size	CRA Funding Agreement	FHFC CUR
#2021- 202	85	76	30%	17	18	0- BR	5	5
#2024- 205	30	39	60%	65	70	1- BR	60	61
						2- BR		
Total	115	115	80%	24	27		50	49
			120%	9	0			

In addition, the amended funding agreement includes a provision that allows the CRA and the City, acting through their respective staff identified under Section 4.25, to extend the Construction Completion Deadline in the event of delays caused by force majeure.

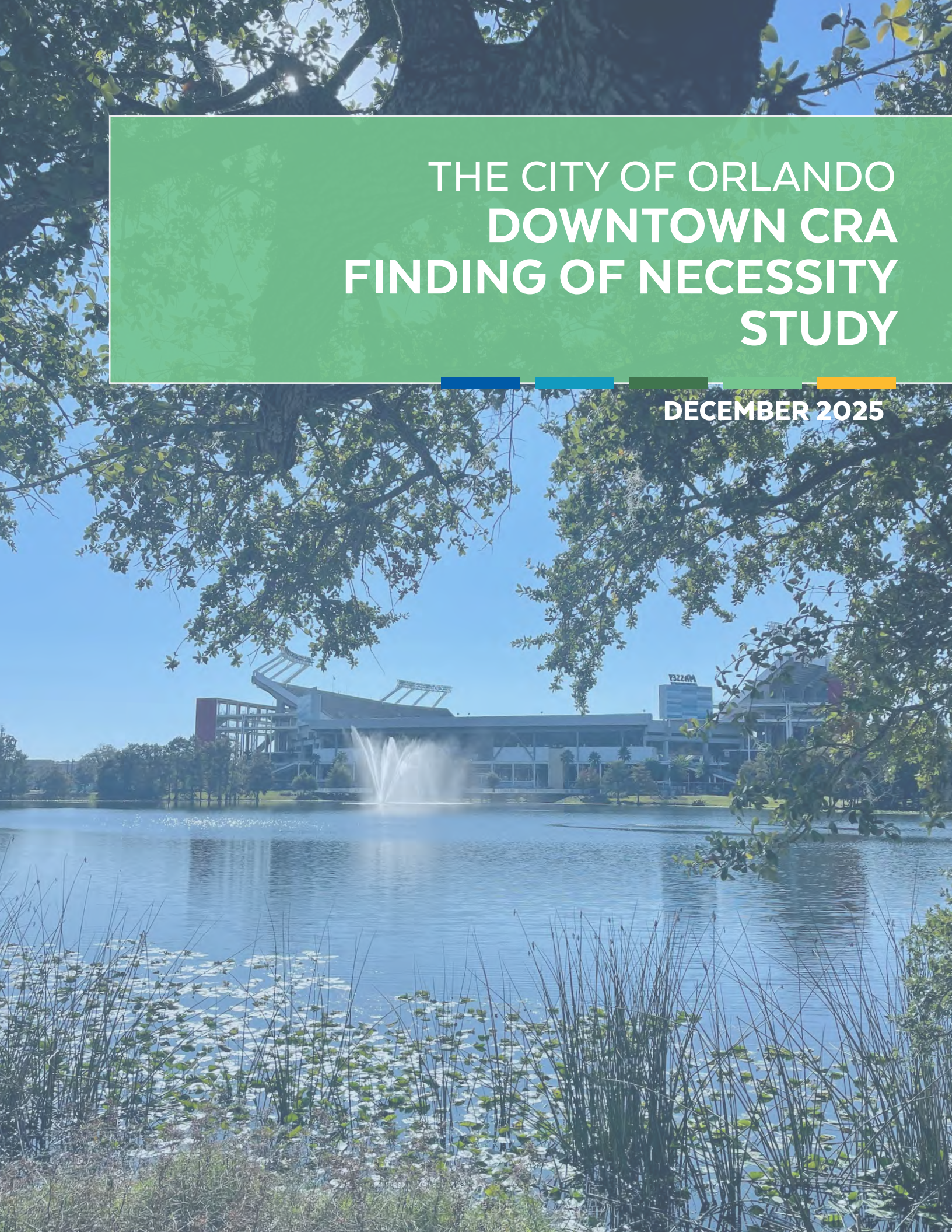
Staff requests that the CRA Advisory Board recommend to the CRA that it approve the Second Amended and Restated Funding Agreement and authorize the Chair and Executive Director to execute the Second Amended and Restated Funding Agreement.

Date of Next Meeting

The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, February 25, 2026, at 3:00 p.m. in the Veterans Conference Room.

Adjournment

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The background of the entire page is a photograph of a large, modern stadium with a distinctive white, angular roof structure. In the foreground, there is a calm body of water with a central fountain spraying water upwards. The water is surrounded by lush green trees and foliage, with some branches framing the top and sides of the image. The sky is clear and blue.

THE CITY OF ORLANDO DOWNTOWN CRA FINDING OF NECESSITY STUDY

DECEMBER 2025

CITY OF ORLANDO

COMMUNITY REDEVELOPMENT AGENCY

FINDING OF NECESSITY STUDY

DECEMBER 2025

PREPARED FOR:

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behalf of the City of Orlando

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PROJECT OVERVIEW

Introduction

The City of Orlando (“City”) initiated a Finding of Necessity (“FON”) study to evaluate the potential expansion of the Downtown Community Redevelopment Area (“Downtown CRA”), as governed by the Orlando Community Redevelopment Agency (“Agency”) and the City. The Agency was created in 1980, and its initial Redevelopment Plan was adopted in 1982. The Agency is set to expire in 2042 at the end of its 60-year operational term. It is responsible for administering redevelopment and revitalization efforts across three Community Redevelopment Areas (“CRAs”): the Conroy Road CRA, I-4 Republic Drive CRA, and Downtown CRA.

Since its inception, the Agency has pursued redevelopment and revitalization initiatives throughout this area.

The purpose of this FON study is to document conditions that may meet the statutory definition of blight under Chapter 163, Part III, Florida Statutes (the “Community Redevelopment Act of 1969”). If such conditions are confirmed, the Downtown CRA may expand its boundary to

incorporate adjacent areas, primarily consisting of publicly owned lands and rights-of-way surrounding Camping World Stadium, as illustrated in the map on the following page.

The proposed expansion seeks to stimulate reinvestment, address existing deficiencies, and identify new funding sources to improve infrastructure and enhance economic vitality. Current conditions—including underutilized development sites, deteriorating structures, and defective lot layouts—impede growth and discourage private investment.

Removing blight is essential for maintaining competitiveness in the regional economic marketplace. This FON study establishes the basis for expanding the Downtown CRA to address present blight conditions in adjacent areas. Following this study, an update to the Community Redevelopment Plan will outline specific improvement projects and implementation strategies, funded in part by tax increment revenues designated for the proposed expansion.

Proposed Expansion Area, Photo Source: Homes.com

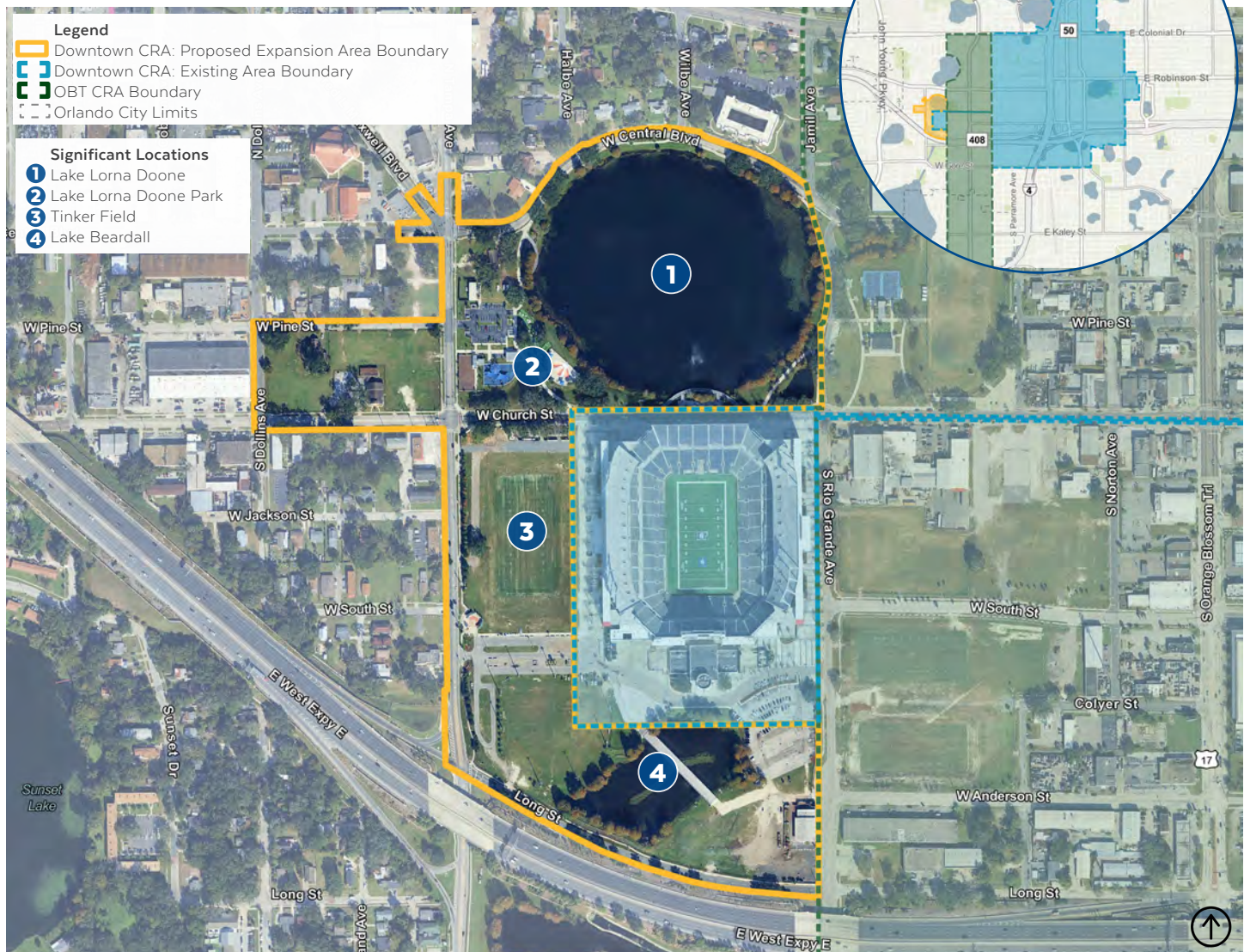


Defining the Area

The City of Orlando is located in central Orange County, FL, and has a population of 329,502 residents and a median household income of \$69,049, as of year-end 2024. The Downtown CRA is centralized in Downtown Orlando and covers 1,664 acres. The Downtown CRA extends north throughout the North Quarter neighborhood to North Orange Avenue and Lake Highland Park. Additionally, the Downtown CRA extends west to North Westmoreland Drive, east to James Avenue, and south to West Gore Street. The Downtown CRA includes the right-of-way containing West Church Street and encompasses the Camping World Stadium.

The Downtown CRA Expansion Area (“Expansion Area”) as proposed is located on the west side of the existing Downtown CRA. It is generally bound by West Central Boulevard to the north, South Rio Grande Avenue to the east, South Dollins Avenue to the west, and Long Street to the south. The proposed Expansion Area includes significant locations such as Lake Lorna Doone, Lake Lorna Doone Park, Tinker Field, and Lake Beardall. The map below illustrates the existing Downtown CRA boundary and the Expansion Area.

Figure 1: Map of Area



Community Redevelopment Act of 1969

The purpose of the Community Redevelopment Act of 1969 is to assist local governments in prevention and elimination of slums and blight that contribute substantially and increasingly to the spread of disease and crime; constitute an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues; substantially impairs growth; hinders the provision of housing accommodations; aggravates traffic problems; and substantially hampers the elimination of traffic hazards and the improvement of traffic facilities.

The following Florida Statutes (“F.S”) define slum and blight conditions, their specific effects, and the intentions of the community redevelopment regime as a tool for implementing policy and programs:

1. **F.S. Chapter 163.335(1)...** [slum and blighted areas], which constitute a serious and growing menace, injurious to the public health, safety, morals, and welfare of the residents of the state; that the existence of such areas contributes substantially and increasingly to the spread of disease and crime, constitutes an economic and social liability imposing onerous burdens which decrease the tax base and reduce tax revenues, substantially impairs or arrests sound growth, retards the provision of housing accommodations, aggravates traffic problems, and substantially hampers the elimination of traffic hazards and the improvement of traffic facilities; and that the prevention and elimination of slums and blight is a matter of state policy and state concern in order that the state and its counties and municipalities shall not continue to be endangered by areas which are focal centers of disease, promote juvenile delinquency, and consume an excessive proportion of its revenues because of the extra services required for police, fire, accident, hospitalization, and other forms of public protection, services, and facilities.
2. **F.S. Chapter 163.335(2)...** certain slum or blighted areas, or portions thereof, may require

acquisition, clearance, and disposition subject to use restrictions, as provided in this part, since the prevailing condition of decay may make impracticable the reclamation of the area by conservation or rehabilitation; that other areas or portions thereof may, through the means provided in this part, be susceptible of conservation or rehabilitation in such a manner that the conditions and evils enumerated may be eliminated, remedied, or prevented; and that salvageable slum and blighted areas can be conserved and rehabilitated through appropriate public action as herein authorized and the cooperation and voluntary action of the owners and tenants of property in such areas.

3. **F.S. Chapter 163.335(3)...** powers conferred by this part are for public uses and purposes for which public money may be expended and police power exercised, and the necessity in the public interest for the provisions herein enacted is declared as a matter of legislative determination.
4. **F.S. Chapter 163.335(5)...** preservation or enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and that the preservation and enhancement of the tax base in such areas through tax increment financing and the levying of taxes by such taxing authorities therefor and the appropriation of funds to a redevelopment trust fund bears a substantial relation to the purposes of such taxing authorities and is for their respective purposes and concerns...

5. *F.S. Chapter 163.335(6)*... there exists in counties and municipalities of the state a severe shortage of housing affordable to residents of low or moderate income, including the elderly; that the existence of such condition affects the health, safety, and welfare of the residents of such counties and municipalities and retards their growth and economic and social development; and that the elimination or improvement of such condition is a proper matter of state policy and state concern and is for a valid and desirable public purpose.

Declarations and Process

The initial step in changing the boundary of a community redevelopment area is to document the existing conditions within the proposed expansion area. This FON study summarizes the extent and effects of blight that deteriorate the economic, social, and physical elements of the Downtown CRA Expansion Area, as proposed.

Finding of Necessity

This Finding of Necessity (“FON”) is intended to be adopted by the City of Orlando to both support the update of the Downtown CRA redevelopment plan and expand the Downtown CRA boundary. The FON, as set forth in Section 163.355 of the Florida Statutes, is a tool for assessing an area on blighting influences and how these conditions affect the area’s economic viability, relative to the City of Orlando and Orange County as a whole.

Two explicit pathways exist for verifying the existence of blight under Chapter 163, sufficient to warrant the full application of redevelopment powers conveyed by such a designation.

Alternative One:

Involves the layering of two tests. The first test is broadly conditional, and the second test is criteria specific. Both tests must conclude that the described conditions exist affirmatively.

- The Alternative One test requires that an area identified as blighted contain a “substantial

number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property.” Recent court decisions affirm that “structures” include infrastructure.

- The second Alternative One test then affirms that the area must be one in “which two or more of the following factors are present”:
 - Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
 - Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
 - Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
 - Unsanitary or unsafe conditions.
 - Deterioration of site or other improvements.
 - Inadequate and outdated building density patterns.
 - Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
 - Tax or special assessment delinquency exceeding the fair value of the land.
 - Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
 - Incidence of crime in the area higher than in the remainder of the county or municipality.
 - Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
 - A greater number of violations of the Florida Building Code in the area than those recorded in the remainder of the county or municipality.

- Diversity of ownership or defective or unusual conditions of title, which prevents the free alienation of land within the deteriorated or hazardous area.
- Governmentally owned property with adverse environmental conditions caused by a public or private entity.
- A substantial number or percentage of properties damaged by sinkhole activity that has not been adequately repaired or stabilized.

Alternative Two:

Involves interlocal agreement or resolution by which all relevant taxing authorities and the Agency agree that the area is blighted. Where

such agreement exists, the jurisdiction seeking to designate a redevelopment area needs to pass a less rigorous test. As in "Alternative One", this test relates to specific criteria, and it must conclude affirmatively that at least one of the factors identified in paragraphs (a) through (o) of F.S. Chapter 163.340(8) are present.

This FON focuses on the requirements of Alternative One, including the first and second tests. The documentation of Downtown CRA Expansion Area's conditions execute the first test and second test of Alternative One (in that order), following the process set forth within F.S. Chapter 163, Part III.

Lake Lorna Doone Park, Photo Source: Homes.com



EXISTING AND EXPANDED AREA

This section assesses the characteristics of the land and developed properties within the Downtown CRA Expansion Area, and documents conditions through location-specific photographs verifying a “substantial number of deteriorated or deteriorating structures.” With reference to blight criteria, it addresses the following:

- Existing Land Use Characteristics
- Building Conditions and Photographic Documentation
- Transportation, Road, and Traffic Conditions

The following details the total parcels and acreages, as indicated by the Orange County Property Appraiser, represented in the Existing Downtown CRA, the Expansion Area, as well as the combined Downtown CRA and Expansion Area (“Expanded Downtown CRA”).

Existing Downtown CRA

The Downtown CRA is approximately 7,274.38 acres within the City of Orlando. Of these acres, the majority are government owned properties and condominiums at 54% and 34% of the total, respectively. The Downtown CRA also has 50.94 million square feet of building area. The Downtown CRA represents a total of \$8.78 billion in just value and \$5.2 billion in taxable value.

Expansion Area

The Downtown CRA Expansion Area encompasses 6 parcels comprising approximately 47.15 acres. Of these acres, the existing land use is as follows: 3.49 acres of stadium parking area, 20.34 acres of stadium area (i.e., Tinker Field), 22.95 acres of city parks, and 0.37 acres of vacant residential.

The stadium area represents the majority of the total square feet of building area at 43% of the total, followed by the stadium parking area and City-owned parks at 37% and 20%, respectively. Additionally, the stadium area had the highest just value at \$3.9 million, representing 68% of the Expansion Area’s total just value.

Table 1 details the Downtown CRA Expansion Area existing uses.

Expanded Downtown CRA

Combined, the Expanded Downtown CRA would encompass approximately 7,321.53 acres and 50.96 million square feet of building area.

Table 1: Downtown CRA Expansion Area Existing Uses

	Total Land Area (Acres)	Total Building Square Feet (SF)	Just Value	Taxable Value
City-Owned Parks	22.95	2,968	\$843,540	\$-
Stadium Area	20.34	6,360	\$3,875,263	\$-
Stadium Parking Area	3.49	5,370	\$854,733	\$854,733 ¹
Vacant Residential	0.37	-	\$90,000	\$90,000 ¹
Grand Total	47.15	14,698	\$5,663,536	\$944,733

Sources: Orange County Property Appraiser Final 2025 Tax Roll; GAI Consultants. Note (1): In 2025, these properties were acquired by the City and will no longer have taxable values in 2026.

EXISTING CONDITIONS

Demographics

Total Population

According to year-end 2024 data from the U.S. Census Bureau (“Census”), the Downtown Orlando Community Redevelopment Area (“Downtown CRA”) had a population of approximately 22,152, which represents roughly 1.5% of Orange County’s (“County”) population and 6.7% of the City of Orlando’s (“City”) population.

From 2010 to 2024, the population within the Downtown CRA increased at a 3.3% Compound

Annual Growth Rate (“CAGR”), adding over 8,500 residents across the 15-year period. The County and the City’s populations have grown at slower rates between 2010 and 2024, at 1.9% and 2.1% CAGRs, respectively.

Table 2 below details the changes in population between 2010 and 2024 for the County, City, and Downtown CRA.

Table 2: Total Population (2010-2024)

	Orange County	City of Orlando	Downtown CRA	CRA as % of County	CRA as % of City
2010	1,145,956	239,744	13,574	1.2%	5.7%
2020	1,429,908	308,075	19,501	1.4%	6.3%
2024	1,515,719	329,502	22,152	1.5%	6.7%
5-Year CAGR	1.2%	1.4%	2.6%	1.4%	1.2%
15-Year CAGR	1.9%	2.1%	3.3%	1.4%	1.2%

Sources: U.S. Census Bureau (2010, 2020); ESRI Business Analyst (2024); GAI Consultants.

Age Distribution

Age distribution is another important factor when examining area characteristics. As of year-end 2024, the median age within the Downtown CRA is approximately 35.6 years old; this is similar to median ages of 35.8 and 36.3 observed within the County and City, respectively.

In the Downtown CRA, approximately 74% of the population are between the ages of 15 to 64, which is defined as the typical working-age population.

Between 2010 and 2024, the working age population minimally increased at a 0.2% CAGR. Additionally, 13% of the population within the Downtown CRA are younger than 20, while 21% are 60 years or older, as illustrated in Table 3 below.

Table 3: Downtown CRA Age Distribution (2010-2024)

	2010	2020	2024	5-Year CAGR	15-Year CAGR
Under 5	3.7%	3.1%	3.2%	1.0%	(1.0%)
5 to 14	8.0%	9.6%	9.8%	0.2%	1.4%
15 to 64	72.0%	74.3%	74.2%	0.0%	0.2%
65 or older	18.9%	16.8%	16.9%	0.1%	(0.8%)
Median Age	37.3	35.0	35.6	0.3%	(0.3%)

Sources: U.S. Census Bureau (2010, 2020); ESRI Business Analyst (2024); GAI Consultants.

Race and Ethnicity

As of year-end 2024, the majority of the population within the Downtown CRA identified as White, representing 50% of the total. The remaining population identified as the following: 25% Black, 5.4% Asian or Pacific Islander, 6.6% Other, and 13% who identified as two or more races. Additionally, Hispanic origin is defined as an ethnicity and therefore can be identified as any race. As of year-end 2024, nearly 22% of the population identified as Hispanic ethnicity.

Conversely, while the majority of the population within the County and the City identified as White, at 43% and 39%, the proportion was significantly less than the Downtown CRA, as of year-end 2024. The County and the City also had higher proportions of the population that identified as Hispanic ethnicity, with each at 34%.

Table 4 below illustrates the racial and ethnic composition within the County, City, and the Downtown CRA as of year-end 2024.

Table 4: Race and Ethnicity (2024)

	Orange County	City of Orlando	Downtown CRA
White	42.7%	39.3%	50.0%
Black or African American	19.3%	23.3%	25.1%
American Indian	0.5%	0.4%	0.3%
Asian	5.8%	4.6%	5.3%
Pacific Islander	0.1%	0.1%	0.1%
Other	12.3%	12.6%	6.6%
2 or More Races	19.3%	19.6%	12.8%

Sources: ESRI Business Analyst; GAI Consultants

Academic Achievement

Academic achievement refers to the level of schooling a person has successfully completed, and only accounts for those 25 years or older. Within the Downtown CRA, 90% of the population have obtained their high school diploma/GED or a more advanced degree, which is similar to the 91% and 92% observed within the County and City, respectively.

In addition, approximately 54% of the population within the Downtown CRA has a bachelor’s degree or more advanced degree, which is significantly higher when compared to the 41% and 44% of the population observed within the County and City, respectively. Comparatively, when considering the population without a high school diploma/GED, about 10% of the total population in the Downtown CRA does not have a high school diploma/GED, which is slightly higher than the 8.9% and 7.6% observed within the County and City, respectively.

Table 5 illustrates the educational attainment within the County, City, and the Downtown CRA as of year-end 2024.

Table 5: Educational Attainment (2024)

	Orange County	City of Orlando	Downtown CRA
Less than a High School Diploma	8.9%	7.6%	9.6%
High School Diploma or Equivalent	23.5%	23.4%	21.1%
Some College or Associate's Degree	26.7%	24.8%	15.7%
Bachelor's Degree	26.3%	27.7%	31.7%
Graduate or Professional Degree	14.5%	16.4%	21.9%

Sources: ESRI Business Analyst; GAI Consultants

Housing

Total Housing Units

According to year-end 2024 data from the Census, the Downtown CRA had 14,302 housing units, which represents roughly 2.4% of County’s total housing units and 9.5% of the City’s total housing units. From 2010 to 2024, total housing units within the Downtown CRA increased at a 2.9% CAGR, adding over 5,000 housing units over the 15-year period. The County and the City’s

total housing units have grown at slower rates between 2010 and 2024, at 1.3% and 1.4% CAGRs, respectively.

Table 6 details the changes in total housing units between 2010 and 2024 for the County, City, and Downtown CRA.

Table 6: Total Housing Units (2010-2024)

	Orange County	City of Orlando	Downtown CRA	CRA as % of County	CRA as % of City
2010	487,839	121,992	9,249	1.9%	7.6%
2020	561,851	141,125	12,608	2.2%	8.9%
2024	591,832	150,409	14,302	2.4%	9.5%
5-Year CAGR	1.0%	1.3%	2.6%	1.5%	1.3%
15-Year CAGR	1.3%	1.4%	2.9%	1.6%	1.5%

Sources: U.S. Census Bureau (2010, 2020); ESRI Business Analyst (2024); GAI Consultants.

Housing Tenure

As of year-end 2024, approximately 84% of the occupied housing units in the Downtown CRA were renter-occupied, while 16% were owner-occupied. The proportion of renter-occupied housing units in the Downtown CRA minimally increased at a 0.4% CAGR between 2010 and 2024. Conversely, the

County and City had significantly lower proportions of renter-occupied housing units at 46% and 62%, respectively, as of year-end 2024.

Table 7 on the following page details the changes in housing tenure between 2010 and 2024 for the County, City, and Downtown CRA.

Table 7: Housing Tenure (2010-2024)

	Orange County		City of Orlando		Downtown CRA	
	Owner-Occupied	Renter-Occupied	Owner-Occupied	Renter-Occupied	Owner-Occupied	Renter-Occupied
2010	57.8%	42.2%	39.5%	60.6%	21.0%	79.0%
2020	53.8%	46.2%	35.9%	64.1%	17.5%	82.5%
2024	54.5%	45.5%	37.8%	62.2%	16.1%	83.9%
5-Year CAGR	0.3%	(0.3%)	1.1%	(0.6%)	(1.6%)	0.3%
15-Year CAGR	(0.4%)	0.5%	(0.3%)	0.2%	(1.7%)	0.4%

Sources: U.S. Census Bureau (2010, 2020); ESRI Business Analyst (2024); GAI Consultants.

Household Income

The median household income within the Downtown CRA was approximately \$65,547 as of year-end 2024, which was significantly lower than the County and City’s median household incomes at \$75,628 and \$69,049, respectively. Additionally, the median disposable income within the Downtown CRA is \$55,272, approximately \$7,500 lower than the County’s median disposable income and \$2,970 lower than that of the City. Conversely, the Downtown CRA’s per capita income at \$59,319

was approximately \$19,000 higher than the County’s per capita income and \$15,300 higher than that of the City, as of year-end 2024.

As of year-end 2024, the average home value within the Downtown CRA was \$591,746, significantly greater than both the County and City. The County and City’s average home values were \$496,671 and \$494,007, respectively, over \$97,700 and \$95,000 less than the Downtown CRA’s average, as illustrated in Table 8.

Table 8: Income Characteristics (2024)

	Orange County	City of Orlando	Downtown CRA
Per Capita Income	\$40,226	\$44,005	\$59,319
Median Household Income	\$75,628	\$69,049	\$65,547
Median Disposable Income	\$62,829	\$58,242	\$55,272
Average Home Value	\$496,671	\$494,007	\$591,746

Sources: ESRI Business Analyst; GAI Consultants

Within the Downtown CRA, the largest concentration of households (approximately 39%) have household incomes of less than \$50,000. Conversely, the County and City had the largest concentration of households, 36% and 36%, respectively, with household incomes of \$50,000–\$99,999.

The distribution of household incomes within the County, City, and Downtown CRA are illustrated in the following table.

Table 9: Household Income (2024)

	Orange County	City of Orlando	Downtown CRA
Less than \$50,000	27.7%	31.5%	38.5%
\$50,000–\$99,999	35.9%	35.6%	26.3%
\$100,000–\$199,999	24.0%	21.2%	23.1%
More than \$200,000	12.4%	11.6%	12.1%

Sources: ESRI Business Analyst; GAI Consultants

Housing Vacancy

The Downtown CRA had a housing unit vacancy rate of 13.6% as of year-end 2024. This rate was significantly higher than the County and City’s housing unit vacancy rates of 7.3% and 8.8%, respectively. The housing unit vacancy rate in the Downtown CRA experienced a negative 2.0% CAGR over the past 15-year period, decreasing from 18.5% in 2010 to 13.6% in 2024.

Table 10 details the changes in the housing unit vacancy rates between 2010 and 2024 for the County, City, and Downtown CRA.

Table 10: Housing Vacancy (2010–2024)

	Orange County	City of Orlando	Downtown CRA
2010	13.5%	15.4%	18.5%
2020	7.6%	9.0%	12.5%
2024	7.3%	8.8%	13.6%
5-Year CAGR	(0.7%)	(0.4%)	1.7%
15-Year CAGR	(4.0%)	(3.6%)	(2.0%)

Sources: U.S. Census Bureau (2010, 2020); ESRI Business Analyst (2024); GAI Consultants.

Employment Activity

Total Employment

As of year-end 2024, the Downtown CRA had approximately 96,586 employees, which represented 10.2% of the total employees within the County and 25.4% of the total employees within the City. Between 2010 and 2024, total employees in the Downtown CRA experienced a positive 1.8% CAGR, increasing from 74,388 employees in 2010 to 96,586 employees in 2024. Conversely, total employees in the County and City grew at CAGRs of 2.4% and 2.5% between 2010 and 2024, respectively.

Table 11 details the changes in the total employees between 2010 and 2024 for the County, City, and Downtown CRA.

As of year-end 2024, the Downtown CRA had the highest unemployment rate at 3.9%, while the County and City's unemployment rates were both 3.3%. Additionally, the Downtown CRA had approximately 4,831 businesses within the area, representing 6.8% of the County's total businesses and nearly 20% of the City's total businesses.

Table 11: Total Employees (2010-2024)

	Orange County	City of Orlando	Downtown CRA	CRA as % of County	CRA as % of City
2010	670,367	262,216	74,388	11.1%	28.4%
2020	894,336	356,713	86,607	9.7%	24.3%
2024	951,478	380,342	96,586	10.2%	25.4%
5-Year CAGR	1.2%	1.3%	2.2%	0.9%	0.9%
15-Year CAGR	2.4%	2.5%	1.8%	(0.6%)	(0.7%)

Sources: U.S. Census Bureau, LEHD On The Map Application; GAI Consultants.

Inflow and Outflow

The most recent employment inflow/outflow data produced by the Census is year-end 2022. In 2022, there was an estimated 92,552 employees in the Downtown CRA, of which 98% were employed in the area, but living outside. Approximately 8,099 of the employed population living in the Downtown

CRA are employed outside. This resulted in a positive inflow of 82,942 employees into the Downtown CRA. Finally, 1,511 employees were living and employed in the Downtown CRA, as of year-end 2022, as illustrated in the following table.

Table 12: Downtown CRA Employment Inflow and Outflow (2010-2022)

	2010	2020	2022	3-Year CAGR	13-Year CAGR
Employed in the Selection Area	74,388	86,607	92,552	2.2%	1.7%
Living and Employed in the Selection Area	965	1,353	1,511	3.8%	3.5%
Living in the Selection Area but Employed Outside	4,849	7,583	8,099	2.2%	4.0%
Employed in the Selection Area but Living Outside	73,423	85,254	91,041	2.2%	1.7%
Net Job Inflow (+) or Outflow (-)	68,574	77,671	82,942	2.2%	1.5%

Sources: U.S. Census Bureau, LEHD On The Map Application; GAI Consultants.

Industries

Regarding the total employees within the Downtown CRA, the three major industry sectors by NAICs classification were Educational Services, Public Administration, and Professional and Technical Services. These major industries represented 69% of the total employment, as of year-end 2024. Between 2010 and 2024, Educational Services experienced a 0.1% CAGR, increasing from 29.1% of total employment to 29.8%. Public Administration increased from 21.8% of the total employment to 23.5% over the same period, reflecting a positive 0.5% CAGR. Meanwhile, Professional and Technical Services grew steadily at a 1.1% CAGR, increasing its share of total employment from 13.3% in 2010 to 15.6% in 2024.

Professional employment includes the following industries: Information, Finance and Insurance, Real Estate, Professional Services, Management of Companies, Administration and Waste Management, and Educational Services. These industries represented 61.1% of the total employment within the Downtown CRA as of year-end 2024.

Table 13 below illustrates the breakdown of employment by NAICs Industry Sector for year-end 2024 within the Downtown CRA.

Table 13: Downtown CRA Employment Inflow and Outflow (2010-2022)

	2010	2020	2024	5-Year CAGR	15-Year CAGR
Agriculture	0.0%	0.0%	0.0%	(23.7%)	(x)
Mining	0.0%	0.0%	0.0%	(x)	(x)
Utilities	1.8%	1.6%	1.5%	(1.2%)	(1.2%)
Construction	0.4%	1.8%	1.5%	(3.7%)	9.3%
Manufacturing	0.2%	0.2%	0.2%	0.9%	2.9%
Wholesale Trade	0.8%	0.2%	0.2%	1.4%	(8.7%)
Retail Trade	1.3%	1.0%	0.8%	(5.2%)	(3.3%)
Transportation	1.5%	1.2%	1.3%	2.8%	(0.6%)
Information	3.4%	2.3%	2.2%	(1.3%)	(2.9%)
Finance/Insurance	4.8%	4.8%	4.1%	(3.2%)	(1.0%)
Real Estate	1.7%	2.6%	2.5%	(1.1%)	2.7%
Professional/Tech Services	13.3%	17.2%	15.6%	(2.0%)	1.1%
Management	1.5%	1.4%	1.2%	(2.4%)	(1.7%)
Admin/Waste Management	6.7%	5.8%	5.7%	(0.3%)	(1.0%)
Educational Services	29.1%	30.0%	29.8%	(0.1%)	0.1%
Health Care	4.4%	2.3%	2.8%	4.6%	(3.0%)
Arts/Entertainment/Rec	0.8%	1.3%	1.4%	2.0%	4.3%
Accommodation/Food Services	3.6%	3.7%	4.0%	1.5%	0.7%
Other Services	2.9%	1.8%	1.6%	(2.4%)	(3.8%)
Public Administration	21.8%	20.7%	23.5%	2.5%	0.5%
Total Employees	74,388	86,607	96,586	2.2%	1.8%

Sources: U.S. Census Bureau, LEHD On The Map Application; GAI Consultants.



Downtown Orlando, Photo Source: Homes.com

Property Analysis

City of Orlando

This property analysis relies upon Orange County’s Final 2025 Tax Roll and categorizes uses as commercial and residential, as well as governmental and institutional. According to the 2025 Orange County Tax Roll, commercial properties within the City totaled 137.27 million square feet of space, of which 42% is industrial, 21% retail, 21% office, and 16% hotels. The City had 153,165 residential units, of which 46% are multi-family units, 36% single family, and 19%

condominiums. Finally, for the other property uses, the Downtown CRA has approximately 770.68 million square feet of agricultural, governmental, and institutional space, which represented 93%, 62%, and 0.9% of the total, respectively.

Table 14 below indicates the total just value, taxable value, total living area in square feet, and total land area in acres of the parcels in the City.

Table 14: City of Orlando Parcel Summary Data (2025)

	Total Land Area (Acres)	Total Square Feet (SF)	Total Buildings	Total Residential Units	Just Value	Taxable Value
Office	1,850.83	29,363,319	3,225	-	\$5,072,377,311	\$4,255,937,694
Retail	3,457.91	29,226,936	2,249	-	\$6,197,946,486	\$5,276,152,789
Agriculture	17,655.85	770,677,766 ¹	25	-	\$868,124,309	\$72,368,318
Government	147,594.93	51,793,629	1,724	-	\$18,103,017,667	\$689,764,979
Industrial	4,875.27	57,191,519	2,277	-	\$6,364,567,506	\$4,791,669,994
Hotel	665.81	21,503,429	414	-	\$3,826,980,560	\$3,180,466,247
Institutional	792.14	7,836,998	580	-	\$1,165,845,216	\$308,014,357
Single Family	10,296.92	106,085,371	54,449	54,424	\$25,065,374,130	\$15,027,920,766
Condominium	27,716.63	32,943,030	-	28,331	\$5,912,124,645	\$4,202,220,454
Multi-Family	3,607.00	74,617,518	6,107	70,408	\$10,485,306,550	\$9,212,101,716
Vacant Parcels	176,268.98	3,889	888	-	\$1,218,411,090	\$1,134,225,081
Other ²	7,258.57	17,247,189	635	2	\$996,321,525	\$634,998,888
Total	402,040.85	1,198,490,593	72,573	153,165	\$85,276,396,995	\$48,785,841,283

Sources: Orange County Property Appraiser Final 2025 Tax Roll; GAI Consultants. Note (1): Agriculture is represented in land square feet rather than total living area square feet. Note (2): Other includes Commercial Other and Other Residential. Commercial Other includes airports, terminals and marinas, and transportation hubs. Other Residential includes Condo Associations, cooperatives, retirement homes, and assisted living facilities.

Commercial Property Uses

According to Orange County’s Final 2025 Tax Roll, retail space had the highest average just value per square foot at \$212.06. This was followed by hotels at \$177.97 and office at \$172.75 per square foot. Industrial space had the lowest average just value per square foot.

As for taxable value per square foot, retail space had the highest average taxable value per square foot at \$180.52. Whereas, the average taxable value per square foot for hotel and office space was \$147.91 and \$144.94, respectively. Industrial space has the lowest taxable value per square foot at \$83.78.

Table 15 below shows the just and taxable value per square foot of the commercial parcels in the City.

Table 15: City of Orlando Commercial Property Tax Roll Data (2025)

	Total Square Feet (SF)	% of Total SF	Just Value per SF	Taxable Value per SF
Office	29,363,319	21.4%	\$172.75	\$144.94
Retail	29,226,936	21.3%	\$212.06	\$180.52
Industrial	57,191,519	41.7%	\$111.29	\$83.78
Hotel	21,503,429	15.7%	\$177.97	\$147.91

Sources: Orange County Property Appraiser Final 2025 Tax Roll; GAI Consultants.

Residential Property Uses

According to Orange County’s Final 2025 Tax Roll, single family properties had the highest average just value per unit at \$460,557, followed by condominiums at \$208,860, and multi-family units at \$148,922. Single family units had the highest average taxable value at \$276,127 per unit, followed by condominium properties at \$148,326 per unit. Multi-family properties had the lowest average taxable value at \$130,839 per unit.

The following table shows the just and taxable value per unit for the residential property uses in the City.

Table 16: City of Orlando Residential Property Tax Roll Data (2025)

	Total Units	% of Total Units	Just Value per Unit	Taxable Value per Unit
Single Family	54,424	35.5%	\$460,557	\$276,127
Condo	28,331	18.5%	\$208,680	\$148,326
Multi-Family	70,408	46.0%	\$148,922	\$130,839

Sources: Orange County Property Appraiser Final 2025 Tax Roll; GAI Consultants.

Other Property Uses

When analyzing the other property uses in the City by square foot, government properties had the highest average just value per square foot at \$349.52, followed by institutional at \$111.29. As for taxable value, institutional property uses had the highest average taxable value per square foot at \$83.78, followed by government at \$13.32.

Table 17 below shows the just and taxable value per square foot of the other property uses in the City.

Table 17: City of Orlando “Other Property Uses” Tax Roll Data (2025)

	Total Square Feet (SF)	% of Total SF	Just Value per SF	Taxable Value per SF
Government	51,793,629	6.2%	\$349.52	\$13.32
Institutional	7,836,998	0.9%	\$111.29	\$83.78

Sources: Orange County Property Appraiser Final 2025 Tax Roll; GAI Consultants.



Downtown Orlando, Photo Source: Homes.com

Downtown CRA

In the Downtown CRA, commercial properties totaled approximately 16.01 million square feet of building space, of which 74% is office, 10% hotel, 9.8% retail, and 5.6% industrial. The Downtown CRA contains 13,326 residential units, comprised of 71% multi-family units, 23% condominium, and 6.6% single-family. Finally, the Downtown CRA had approximately 12.96 million square feet

of governmental and institutional space, which represented 93% and 7% of this total, respectively. Notably, the Downtown CRA had zero square feet of agricultural space.

Table 18 provides a summary of property uses for all parcels within the Downtown CRA, based on data from Orange County's Final 2025 Tax Roll.

Table 18: Downtown CRA Parcel Summary Data (2025)

	Total Land Area (Acres)	Total Square Feet (SF)	Total Buildings	Total Residential Units	Just Value	Taxable Value
Office	181.82	11,910,200	545	-	\$1,505,240,093	\$1,444,700,762
Retail	77.25	1,569,815	202	-	\$429,189,868	\$400,993,265
Government	3,954.61	12,053,598	202	-	\$2,800,784,434	\$49,111,380
Industrial	70.19	905,938	146	-	\$84,531,904	\$75,697,929
Hotel	13.63	1,669,155	18	-	\$263,973,347	\$259,997,242
Institutional	67.46	1,895,553	100	-	\$294,417,224	\$38,501,589
Single Family	103.33	1,340,533	883	883	\$328,177,159	\$233,927,780
Condominium	2,455.41	5,102,222	-	3,023	\$1,097,522,121	\$939,574,878
Multi-Family	143.62	12,279,644	519	9,419	\$1,618,747,519	\$1,477,611,891
Vacant Parcels	131.39	-	53	-	\$184,896,077	\$123,429,318
Other ¹	75.68	2,214,302	81	1	\$175,403,864	\$158,551,670
Total	7,274.38	50,940,960	2,749	13,326	\$8,782,883,610	\$5,202,097,704

Sources: Orange County Property Appraiser Final 2025 Tax Roll; GAI Consultants. Note (1): Other includes Commercial Other and Other Residential. Commercial Other includes airports, terminals and marinas, and transportation hubs. Other Residential includes Condo Associations, cooperatives, retirement homes, and assisted living facilities.

Commercial Property Uses

According to Orange County’s Final 2025 Tax Roll, office space represented the highest proportion of commercial square footage within the Downtown CRA at 74%, followed by hotels at 10%, retail at 9.8%, and industrial at 5.6%. Among commercial property types, retail space exhibited the highest average just value per square foot at \$158.15, followed by hotels at \$273.40 and office space at \$126.38. Industrial space reflected the lowest average just value at \$93.31 per square foot. In terms of average taxable value, retail space again ranked highest at \$255.44 per square, followed by hotels at \$155.77 and office space at \$121.30. Industrial space had the lowest taxable value at \$83.56 per square foot.

Table 19 below shows the just and taxable value per square foot for each commercial property category within the Downtown CRA.

Table 19: Downtown CRA Commercial Property Tax Roll Data (2025)

	Total Square Feet (SF)	% of Total SF	Just Value per SF	Taxable Value per SF
Office	11,910,200	74.2%	\$126.38	\$121.30
Retail	1,569,815	9.8%	\$273.40	\$255.44
Industrial	905,938	5.6%	\$93.31	\$83.56
Hotel	1,669,155	10.4%	\$158.15	\$155.77

Sources: Orange County Property Appraiser Final 2025 Tax Roll; GAI Consultants.

Residential Property Uses

According to Orange County’s Final 2025 Tax Roll, residential properties include single-family units, condominiums, and multi-family units. Single-family properties have the highest average just value per unit at \$371,662, followed by condominiums at \$363,057, and multi-family units at \$171,860. In terms of taxable value, condominiums rank first, with an average of \$310,809 per unit, followed by single-family properties at \$264,924 per unit. Multi-family properties have the lowest average taxable value at \$156,876 per unit.

Table 20 below shows the just and taxable values per unit for residential property types within the Downtown CRA.

Table 20: Downtown CRA Residential Property Tax Roll Data (2025)

	Total Units	% of Total Units	Just Value per Unit	Taxable Value per Unit
Single Family	883	6.6%	\$371,662	\$264,924
Condo	3,023	22.7%	\$363,057	\$310,809
Multi-Family	9,419	70.7%	\$171,860	\$156,876

Sources: Orange County Property Appraiser Final 2025 Tax Roll; GAI Consultants.

Other Property Uses

Other property uses within the Downtown CRA are classified as governmental and institutional. In this category, the Downtown CRA contains 12.05 million square feet of government space and 905,938 square feet of institutional space. Governmental properties have the highest average just value at \$232.36 per square foot, compared to \$155.32 per square foot for institutional properties. Conversely, institutional properties have a higher average taxable value at \$20.31 per square foot, while governmental properties average \$4.07 per square foot.

Table 21 below shows the just and taxable values per square foot for these property uses within the Downtown CRA.

Table 21: Downtown CRA “Other Property Uses” Tax Roll Data (2025)

	Total Square Feet (SF)	% of Total SF	Just Value per SF	Taxable Value per SF
Government	12,053,598	93.0%	\$232.36	\$4.07
Institutional	905,938	7.0%	\$155.32	\$20.31

Sources: Orange County Property Appraiser Final 2025 Tax Roll; GAI Consultants.

EXPANSION AREA ASSESSMENT

For the purposes of this FON, a dilapidated structure is defined as one which is not safe for occupation. Dilapidated structures exhibit roof holes and leaks; more than half of the windows boarded up; structural damage; exterior paint has eroded away showing stucco and cracks; rotted wood; fallen fences and property abandonment.

A deteriorated property is defined as one which has been neglected by property owners and needs maintenance to prevent hazardous conditions. These properties exhibit the following: worn roofs; missing tiles or shingles; several roof patches; boarded up or broken windows; littered properties; overgrown grass; faded paint; a lack of swale maintenance; cracked sidewalks, driveways and walkways, and broken fences.

Dilapidated and deteriorated structures were identified through a site inspection of the Downtown CRA Expansion Area conducted in November 2025, these sites within the County and City are identified on the following pages.

The parameters of the survey were based on the definition of a “blighted area” pursuant to F.S. Chapter 163.340. Through windshield survey, structures were viewed for structural deficiencies, landscaping, and upkeep of property. Factors of structural deterioration evident include trash in yards, cracked roads and sidewalks, poor housing conditions, broken/boarded up windows, vacancies, and neglect of landscape. Condition of the buildings and roadway maintenance were two of the main factors considered when examining properties.



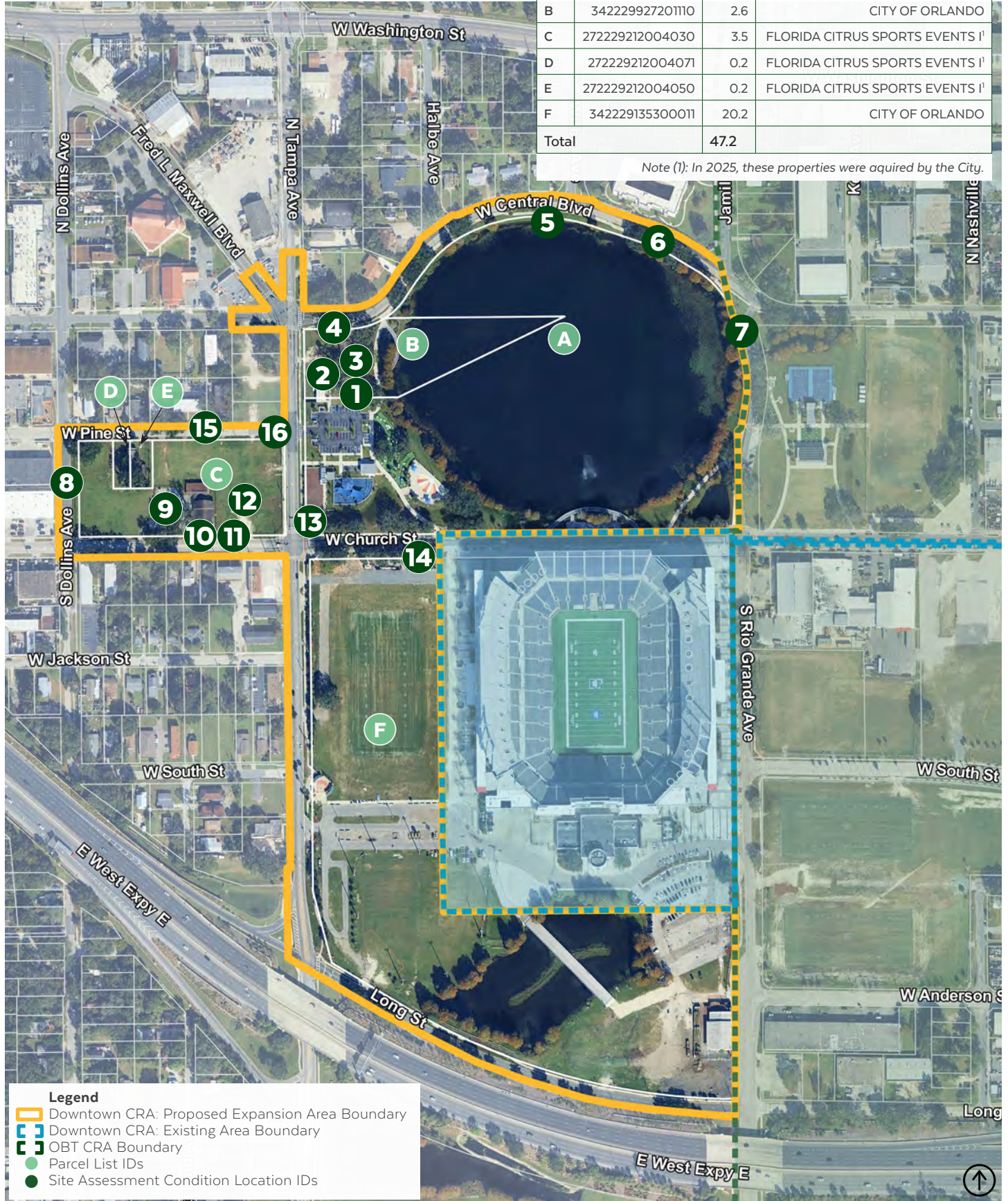
Camping World Stadium, Photo Source: Homes.com

Table 22: Downtown CRA Expansion Area Parcel List

ID	Parcel Number	Acres	Owner Name
A	342229927201010	20.3	CITY OF ORLANDO
B	342229927201110	2.6	CITY OF ORLANDO
C	272229212004030	3.5	FLORIDA CITRUS SPORTS EVENTS I ¹
D	272229212004071	0.2	FLORIDA CITRUS SPORTS EVENTS I ¹
E	272229212004050	0.2	FLORIDA CITRUS SPORTS EVENTS I ¹
F	342229135300011	20.2	CITY OF ORLANDO
Total		47.2	

Note (1): In 2025, these properties were acquired by the City.

Figure 2: Expansion Area Site Map



Slum and Blight Matrix

The following Slum and Blight Matrix summarizes the Slum and Blight conditions that were observed present, and not observed within the Downtown CRA FON Expansion Area. The Expansion Area demonstrated zero (0) conditions of “Slum” present (163.340,(7) (c)) and six (6) conditions of “Blight”

present (163.340, (8) (a),(c),(d),(e),(f) and (k). Based on these observation of the presence of Slum and Blight conditions as defined by Chapter 163.340, (7), (8), there are sufficient findings to consider inclusion of the Expansion Area within the Downtown CRA.

Table 23: Slum Area Conditions Matrix

Slum Area Conditions	Observed	Not observed
(7) “Slum area” means an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:		
(a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;		X
(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code;		X
(c) The existence of conditions that endanger life or property by fire or other causes.		X

Sources: Chapter 163.340 (7), (8), Florida Statutes GAI Consultants.

Table 24: Blight Area Conditions Matrix, Continued

Blight Area Conditions	Observed	Not observed
(8) “Blighted area” means an area in which there are a substantial number of deteriorated or deteriorating structures; in which conditions, as indicated by government-maintained statistics or other studies, endanger life or property or are leading to economic distress; and in which two or more of the following factors are present:		
(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.	X	
(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.		X
(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.	X	
(d) Unsanitary or unsafe conditions.	X	
(e) Deterioration of site or other improvements.	X	
(f) Inadequate and outdated building density patterns.	X	
(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.		X
(h) Tax or special assessment delinquency exceeding the fair value of the land.		X
(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.		X
(j) Incidence of crime in the area higher than in the remainder of the county or municipality.		X
(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.		X
(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.		X
(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.		X
(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.	X	
(o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.		X

Sources: Chapter 163.340 (7), (8), Florida Statutes GAI Consultants.

Site Assessment

- 1** Presence of numerous storage containers suggests inadequate and outdated building density patterns.



- 2** Boarded up building - Unsanitary or unsafe conditions.



- 3** Boarded up building - Unsanitary or unsafe conditions.



- 4** Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

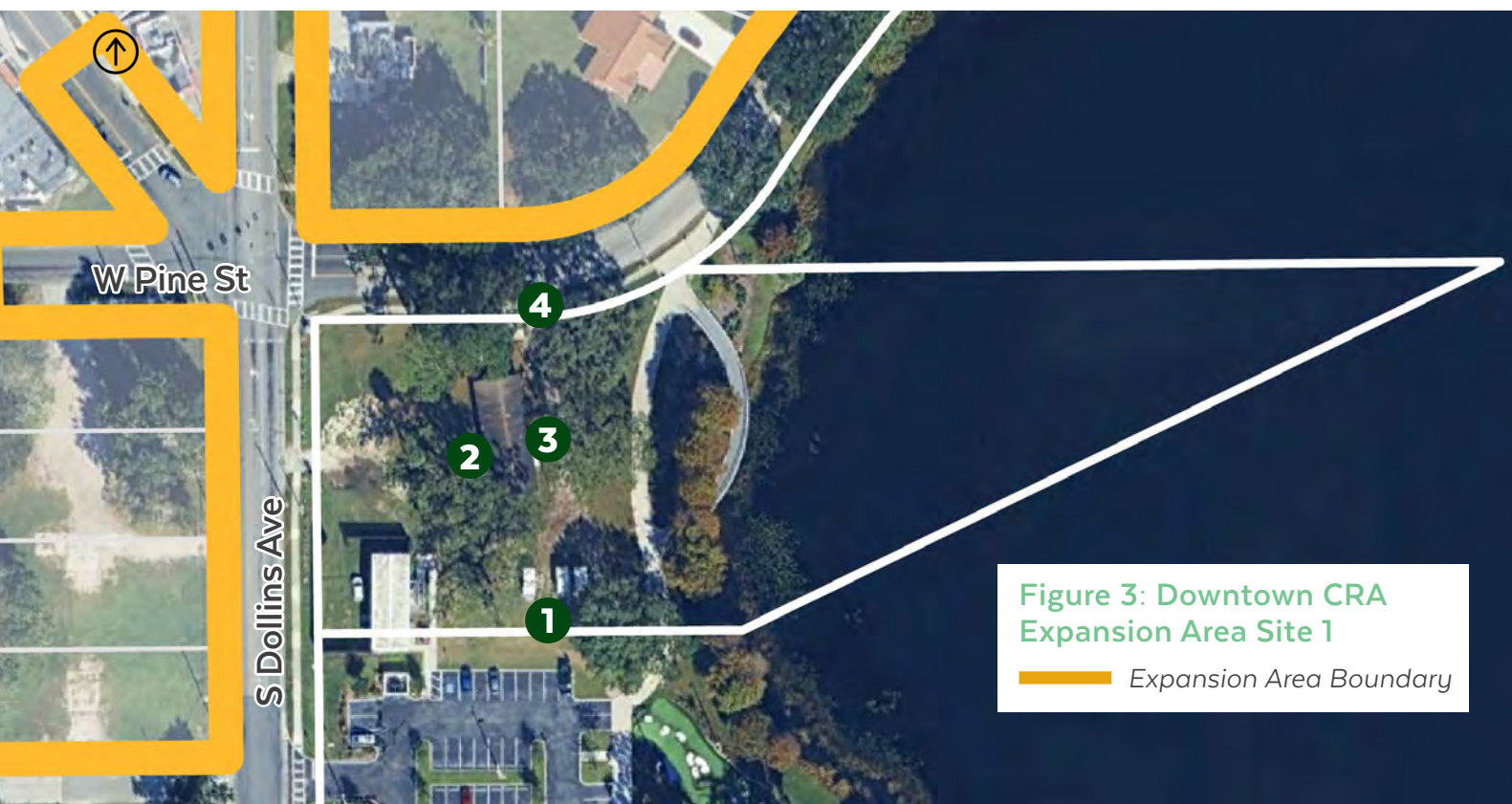


Figure 3: Downtown CRA Expansion Area Site 1

Expansion Area Boundary

5 Deterioration of site or other improvements.



6 Deterioration of site or other improvements.



7 Trash accumulation in lake - Unsanitary or unsafe conditions.



- 8** Predominance of defective or inadequate public transportation facilities.



- 9** Predominance of defective or inadequate street layout, parking facilities, or roadways, and deterioration of site or other improvements.



- 10** Likely code violation of signage upkeep. Deterioration of site or other improvements.



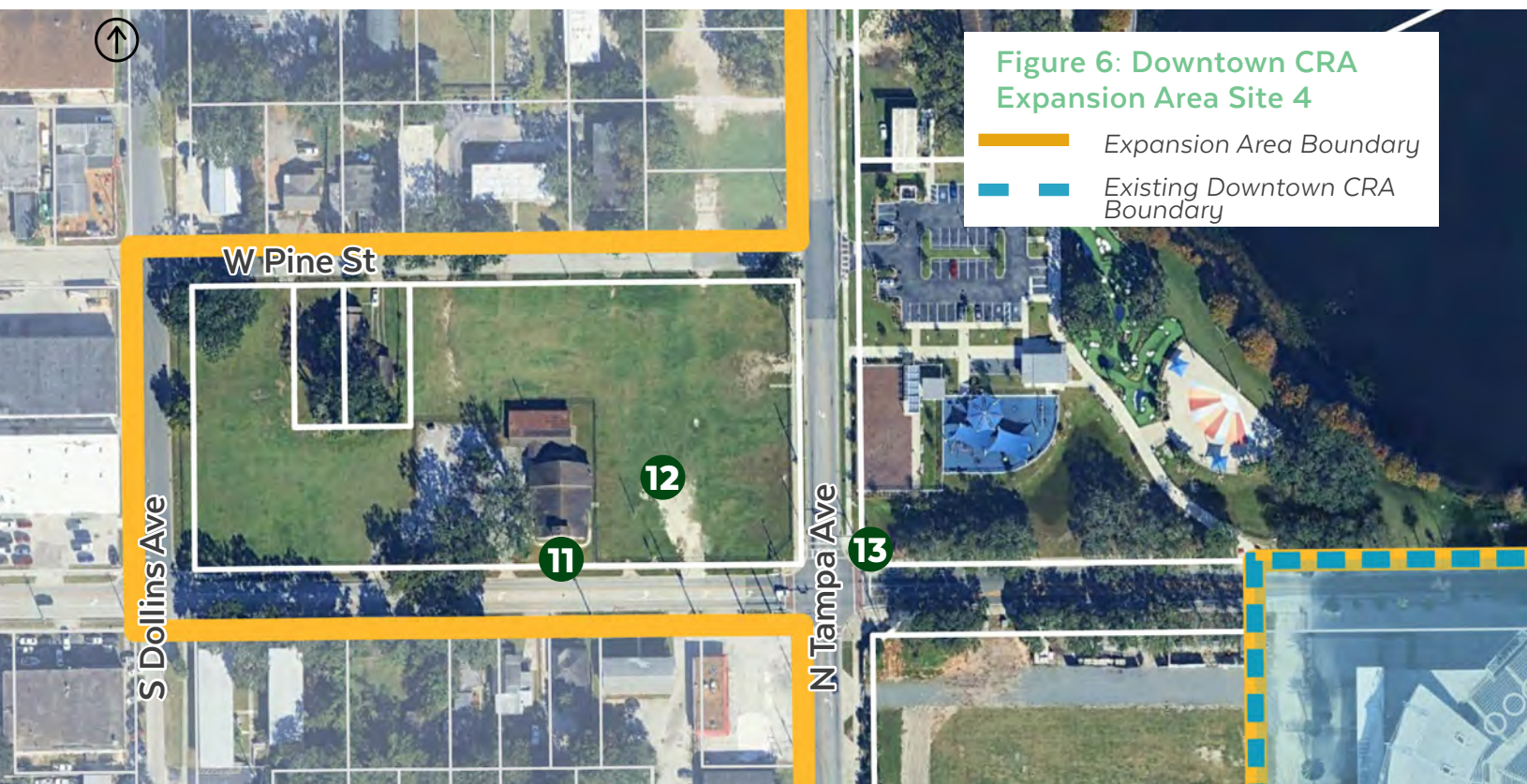
- 11** Likely code violation of signage upkeep.
Deterioration of site or other improvements.



- 12** Predominance of defective or inadequate street layout, parking facilities, or roadways, and inadequate and outdated building density patterns.



- 13** Sidewalk closures and dishevelment - Governmentally owned property with adverse environmental conditions caused by a public or private entity.



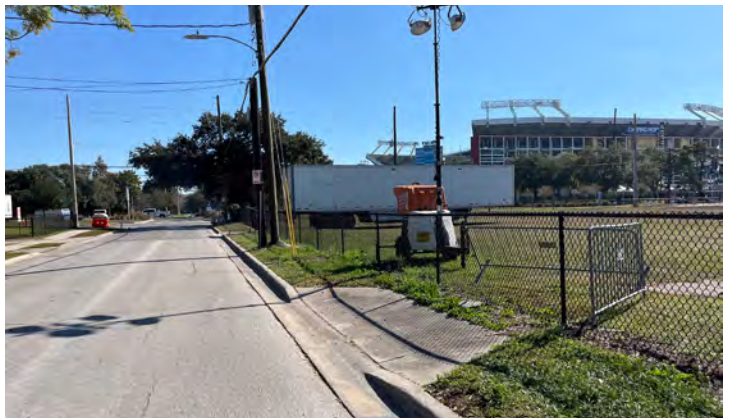
14

Landscaping deterioration -
Governmentally owned property with
adverse environmental conditions caused
by a public or private entity.



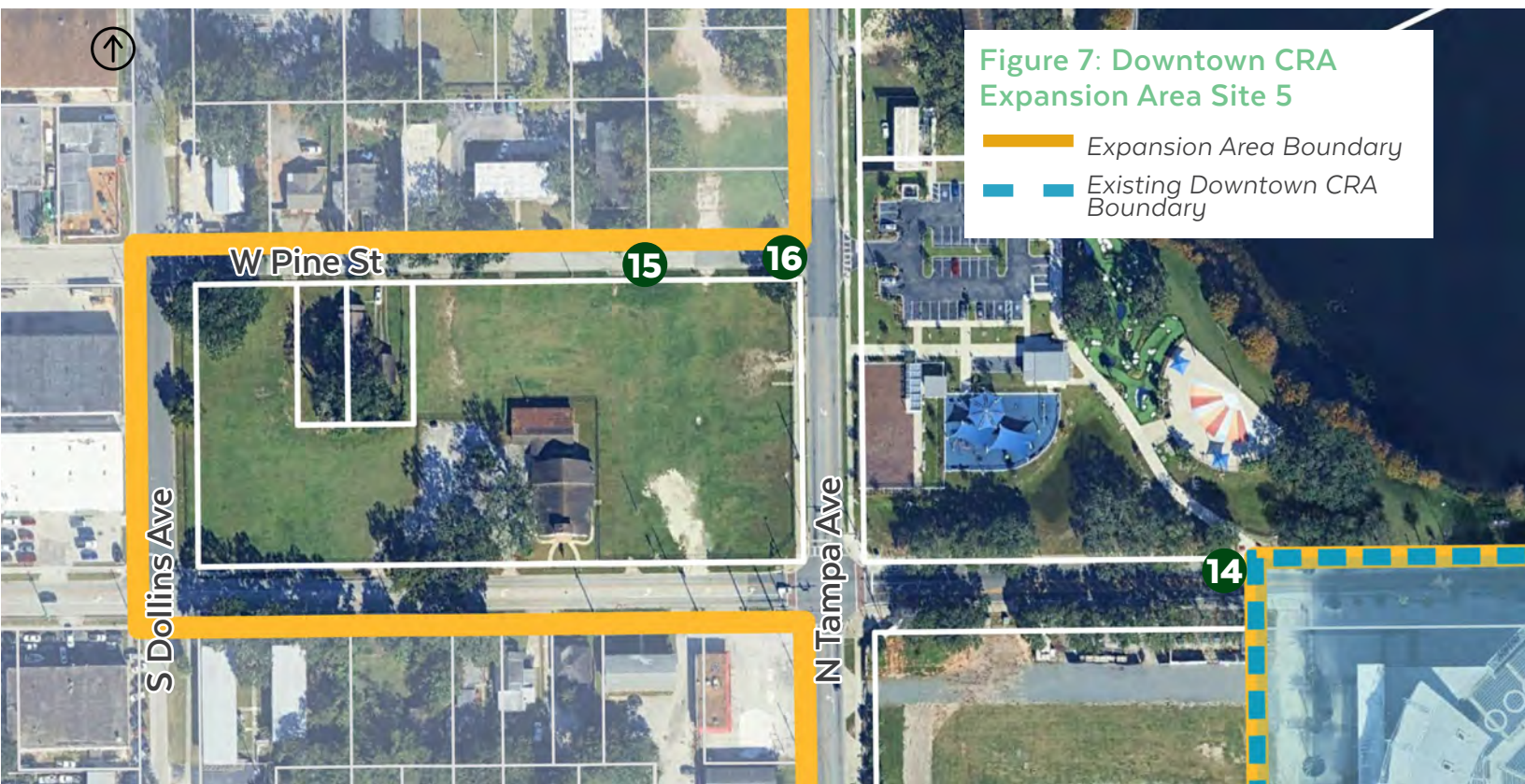
15

Predominance of defective or inadequate street
layout, parking facilities, roadways, bridges, or
public transportation facilities.



16

Deterioration of site or other improvements.



Existing Land Use Characteristics

A visual analysis of the Expansion Area revealed numerous sites that can be classified as deteriorated or dilapidated. Several locations exhibit eroding infrastructure, defective and inadequate layouts that fail to serve their intended purposes, and conditions that are unsanitary or unsafe. The presence of barricades and traffic cones, curb cuts leading to vacant property, and temporary storage containers placed within a public park underscore the need to reevaluate lot configurations and parking facilities to meet the area's needs.

The few existing buildings and structures are in urgent need of exterior refurbishment and signage improvements to ensure safety and sanitation, as evidenced by boarded-up doorways and windows, abandonment, and deteriorated signage. These documented structures can be classified as deteriorated properties due to general neglect by property owners and a clear need for maintenance to prevent hazardous conditions. Additionally, the Expansion Area has an instance of accumulated trash in the lake, further indicating unsafe and unsanitary conditions.

Transportation, Road, and Traffic Conditions

Numerous streets and crosswalk markings throughout the Expansion Area exhibit significant deterioration and lack of routine maintenance. A bus stop within the Expansion Area is not connected to a sidewalk or crosswalk, and lacks essential amenities such as seating or shelter. Additionally, the Expansion Area contains several examples of defective or inadequate street layouts, parking facilities, roadways, bridges, and public transportation infrastructure.

Although Lake Lorna Doone Park has recently undergone improvements, these upgrades are overshadowed by the surrounding roadways and parcels, which remain blighted and underutilized. Immediate redevelopment and targeted investment are critical to restore adequate public mobility, ensure pedestrian safety, and promote equitable access to public spaces. Without intervention, these deficiencies will continue to pose hazards and inhibit economic revitalization.

TAX INCREMENT PROJECTIONS

GAI was retained by the City to conduct a preliminary tax increment analysis for the existing Downtown CRA, as well as the parcels included within the expansion of the Downtown CRA, previously defined as the Expansion Area. The Expansion Area parcels total approximately 47.15 acres within the City. The tax increment revenue projections are based on the anticipated annual growth in taxable value within the Downtown CRA and proposed Expansion Area, as well as anticipated development and redevelopment projects coming online in these areas through the Agency's operational term or "sunset date" in 2042. Accordingly, the tax increment analysis covers a full 18-year projection period from 2025 to 2042 (the "Projection Period"), utilizing 2025 tax increment estimates provided by the Florida Department of Revenue ("FDOR").

The tax increment projections provided in the following pages present a general range and scope of the potential tax increment revenue that might be generated by the existing Downtown CRA with the addition of the proposed Expansion Area ("Expanded Downtown CRA"). This analysis is intended to help support ongoing discussions with Orange County ("County") regarding potential expansion of the Downtown CRA.

Tax Increment Financing Overview

The Community Redevelopment Act authorizes a county or municipality to create a Community Redevelopment Agency as a means of redeveloping areas experiencing slum and blighted conditions. Community Redevelopment Agencies administer

programs and activities consistent with the goals defined within the Community Redevelopment Plan. These programs and activities are primarily funded by Tax Increment Financing ("TIF") Revenue, which is leveraged to attract private investment and incentivize redevelopment activities within the Community Redevelopment Area ("CRA").

TIF revenues are generated from increases in property values above their value at the time the Community Redevelopment Agency was created. TIF revenues accrue into a Redevelopment Trust Fund which is created for that express purpose. The ordinance creating the Redevelopment Trust Fund specifies the base valuation of all property located within the boundaries of the CRA. Thereafter, 95% of taxes assessed by participating taxing authorities on increases in the value of all property contained in the CRA accrue into the Redevelopment Trust Fund.

The Orlando Community Redevelopment Agency ("Agency") was established in 1980, and its initial Redevelopment Plan was adopted in 1982. The Agency is set to "sunset" in 2042 at the end of its 60-year operational term. The Agency is responsible for administering redevelopment and revitalization efforts across its three (3) CRAs, one of which is the Downtown CRA. The Downtown CRA was established in 1981 with a base year taxable value of \$136,557,113. It was subsequently expanded twice: first in 1989 with a base year value of \$400,739,585, then again in 2007 with a base year value of \$985,873. Over the 15-year period from 2010 to 2014, the Downtown CRA generated approximately \$445.4 million in TIF revenues, as depicted in the table on the following page.

Downtown Orlando Aerial, Photo Source: Homes.com



Table 25: Summary of Historic TIF Collections – Existing Downtown CRA

	Total Taxable Value	Tax Increment	County Contribution at 95%	City Contribution at 95%	Total TIF Revenues
2010	\$2,226,160,958	\$1,687,878,387	\$7,110,973	\$9,059,687	\$16,170,660
2011	\$2,103,540,887	\$1,565,258,316	\$6,594,379	\$8,401,524	\$14,995,903
2012	\$2,064,941,524	\$1,526,658,953	\$6,431,761	\$8,194,342	\$14,626,103
2013	\$2,149,014,210	\$1,610,731,639	\$6,785,956	\$8,645,602	\$15,431,558
2014	\$2,278,211,577	\$1,739,929,006	\$7,330,260	\$10,992,001	\$18,322,262
2015	\$2,587,660,418	\$2,049,377,847	\$8,633,957	\$12,946,945	\$21,580,902
2016	\$2,855,810,055	\$2,317,527,484	\$9,763,662	\$14,640,980	\$24,404,642
2017	\$3,177,893,935	\$2,639,611,364	\$11,120,590	\$16,675,745	\$27,796,335
2018	\$3,487,471,364	\$2,949,188,793	\$12,424,829	\$18,631,500	\$31,056,329
2019	\$3,860,716,211	\$3,322,433,640	\$13,997,297	\$20,989,475	\$34,986,771
2020	\$4,185,825,128	\$3,647,542,557	\$15,366,969	\$23,043,350	\$38,410,319
2021	\$4,226,816,007	\$3,688,533,436	\$15,539,662	\$23,302,310	\$38,841,972
2022	\$5,043,539,422	\$4,505,256,851	\$18,980,489	\$28,461,960	\$47,442,450
2023	\$5,459,520,009	\$4,921,237,438	\$20,733,001	\$31,089,918	\$51,822,919
2024	\$5,239,048,793	\$4,700,766,222	\$19,804,164	\$29,697,091	\$49,501,254
15-Year Historic Total (2010-2024)		\$42,871,931,933	\$180,617,949	\$264,772,429	\$445,390,378

Sources: Florida Department of Revenue; Orange County Property Appraiser; City of Orlando; GAI Consultants. Notes: Totals may not add due to rounding.

Based on the current 2025 taxable value estimates provided by FDOR, the existing Downtown CRA is projected to generate approximately \$48,712,353 in TIF revenues. According to Orange County’s Final 2025 Tax Roll, the parcels within the proposed Expansion Area have a combined taxable value of \$944,733, which is expected to serve as the base year value for those parcels. **However, all parcels within the proposed Expansion Area have been acquired by the City in 2025 and will cease to have taxable value or increment revenue as of January 1, 2026. Consequently, they are not expected to generate any taxable revenue for the Downtown CRA during the Agency’s operational term.**

Major Assumptions

This tax increment analysis reflects a projected level of property values and the manner in which these property values are taxed, evaluated,

and collected throughout the existence of the Downtown CRA. *A reasonable and diligent effort has been made to confirm all assumptions.* In the course of estimating TIF revenues, data provided by FDOR, Orange County Property Appraiser, and City of Orlando were considered. The projections reflect levels of tax increment that could be achieved based on expected development and redevelopment which may occur within the existing Downtown CRA, as well as the proposed Expansion Area (“Expanded Downtown CRA”) throughout the Agency’s current operational term, 2042. The following major assumptions were utilized within the projections:

- The average annual increase in taxable value, both existing and new, reflects appreciation from residential and commercial development and redevelopment within the Expanded Downtown CRA, combined with an assumed annual inflation rate of 1.0%.

- Assumes full build-out of new development within 10 years and completion of redevelopment construction within 15 years in the existing Downtown CRA. For the proposed Expansion Area, it is assumed that the two vacant residential parcels and the existing commercial property will be developed or redeveloped within the next decade. These parcels are expected to remain under public ownership and, therefore, continue as non-taxable properties.
- The Downtown CRA was established in 1981 with a base year taxable value of \$136,557,113. It subsequently was expanded twice: first in 1989 with a base year value of \$400,739,585, and again in 2007 with a base year value of \$985,873.
- Ad valorem tax millage rates utilized were 4.4347 for Orange County and 6.6500 for the City, assuming a 95% contribution rate. The millage rates are reflective of the final 2025 millage rates for both the County and the City.

- The Annual TIF Revenues are provided in three scenarios, *high-moderate-low* (“H-M-L”). This model provides a range of potential taxable value and annual TIF collections for the Expanded Downtown CRA.
- The *moderate* projection scenario is considered the ‘most likely’ for any given year, whereas the *low* and *high* projection scenarios present a range of possible outcomes.

In addition, the projections take into consideration the likely components of change in total taxable value from the current taxable value given the composition of properties within the Expanded Downtown CRA. Projected future taxable value is anticipated to be a function of (1) growth in market values of existing improved properties over time (e.g., inflationary growth); (2) redevelopment of some portion of existing improved properties; (3) development of available vacant land area; and (4) additional appreciation in market value on newly developed or redeveloped properties over time. These causes of change are reflected in the following table.

Table 26: Causes of Change

	Expanded Downtown CRA
2025 Taxable Value	\$ 5,165,077,400
Causes of Change	
Base Inflation Growth	\$ 951,947,100
Residential Development & Redevelopment	2,236,852,200
Commercial Development & Redevelopment	916,105,500
New Development & Redevelopment Growth ⁽¹⁾	1,168,415,900
Subtotal Change	\$ 5,273,320,700
2042 Taxable Value	\$ 10,438,398,100

Sources: GAI Consultants; Florida Department of Revenue; Orange County Property Appraiser; City of Orlando. Notes: Totals may not add due to rounding. (1) Reflects inflationary and appreciation growth on new development and redevelopment.

The potential development and redevelopment opportunities for both commercial and residential markets within the Expanded Downtown CRA are based on existing land use data, as well as

an Investment and Redevelopment Opportunity Index (“IROI”) model, as detailed in the subsequent section.

Investment and Redevelopment Opportunity Index

The Investment and Redevelopment Opportunity Index (“IROI”) model included in this analysis has been developed using weighted values that can identify potential investment and redevelopment properties located within a specific area. For the purposes of this analysis, these opportunities were evaluated for both the existing Downtown CRA and the proposed Expansion Area.

The IROI model defines investment opportunities as current for-sale commercial properties or available vacant land, whereas redevelopment opportunities are defined as select properties—including commercial, residential, and industrial/flex—based on FDOR property use codes, with an opportunity index score greater than 80. These redevelopment opportunities generally represent developed properties that may be in active use and are, in most cases, not currently on the market for sale. While many legal, physical, and economic factors ultimately play a role in the viability of redeveloping properties, the general factors used in the IROI model include the following:

- Property utilization in terms of Floor Area Ratio (“FAR”).
- Age of the improvements.
- Relationship between land and improvement value.
- Total market value, including land and improvements per square foot of property.
- Size of the parcels.

Each of these factors for these properties are weighted to provide a measure between 0 and 100. Values closer to 100 reflect factors in favor of redevelopment, and values closer to 0 reflect less favorable indicators for redevelopment. For this analysis, properties scoring 80 or above are considered significant redevelopment targets. The potential taxable value of these redevelopment targets is then estimated and applied to the TIF revenue projection model(s) utilizing the taxable value per square foot of existing properties recently built within the Downtown CRA delineated by property use.

Review of Millage Rates

While the City’s millage rate increased in 2014, it has remained unchanged since that time. Similarly, the County’s millage rate has remained stable since 2010, as illustrated in the table below. In an effort to remain conservative, the tax increment projections apply the 2025 final property millage rates for both the County and the City as a constant 4.4347 and 6.6500 per \$1,000 of taxable real property value, respectively, throughout the full projection period. Although it is likely the millage rates may vary marginally during the projection period, the *moderate* projection scenario remains the ‘most likely’ and reasonable estimate of TIF revenues anticipated to be generated by the Expanded Downtown through 2042.

Table 27: Review of Millage Rates

	Orange County	City of Orlando
2010	4.4347	5.6500
2011	4.4347	5.6500
2012	4.4347	5.6500
2013	4.4347	5.6500
2014	4.4347	6.6500
2015	4.4347	6.6500
2016	4.4347	6.6500
2017	4.4347	6.6500
2018	4.4347	6.6500
2019	4.4347	6.6500
2020	4.4347	6.6500
2021	4.4347	6.6500
2022	4.4347	6.6500
2023	4.4347	6.6500
2024	4.4347	6.6500

Sources: Orange County Property Appraiser; City of Orlando.

Tax Increment Projections

Based on prior rates of growth and change in market driven opportunities throughout the Downtown CRA and Expansion Area, the projection model takes a conservative approach in providing a H-M-L scenario for tax increment generated through 2042. While the *moderate* projection is considered the ‘most likely’ scenario for any given year, the *low* and *high* projection scenarios present a range of possible outcomes for the same period. Conditions assumed to create each path of the *low* and *high* projection scenarios are not mutually exclusive and do not indicate either/or path of potential TIF revenue projections through 2042.

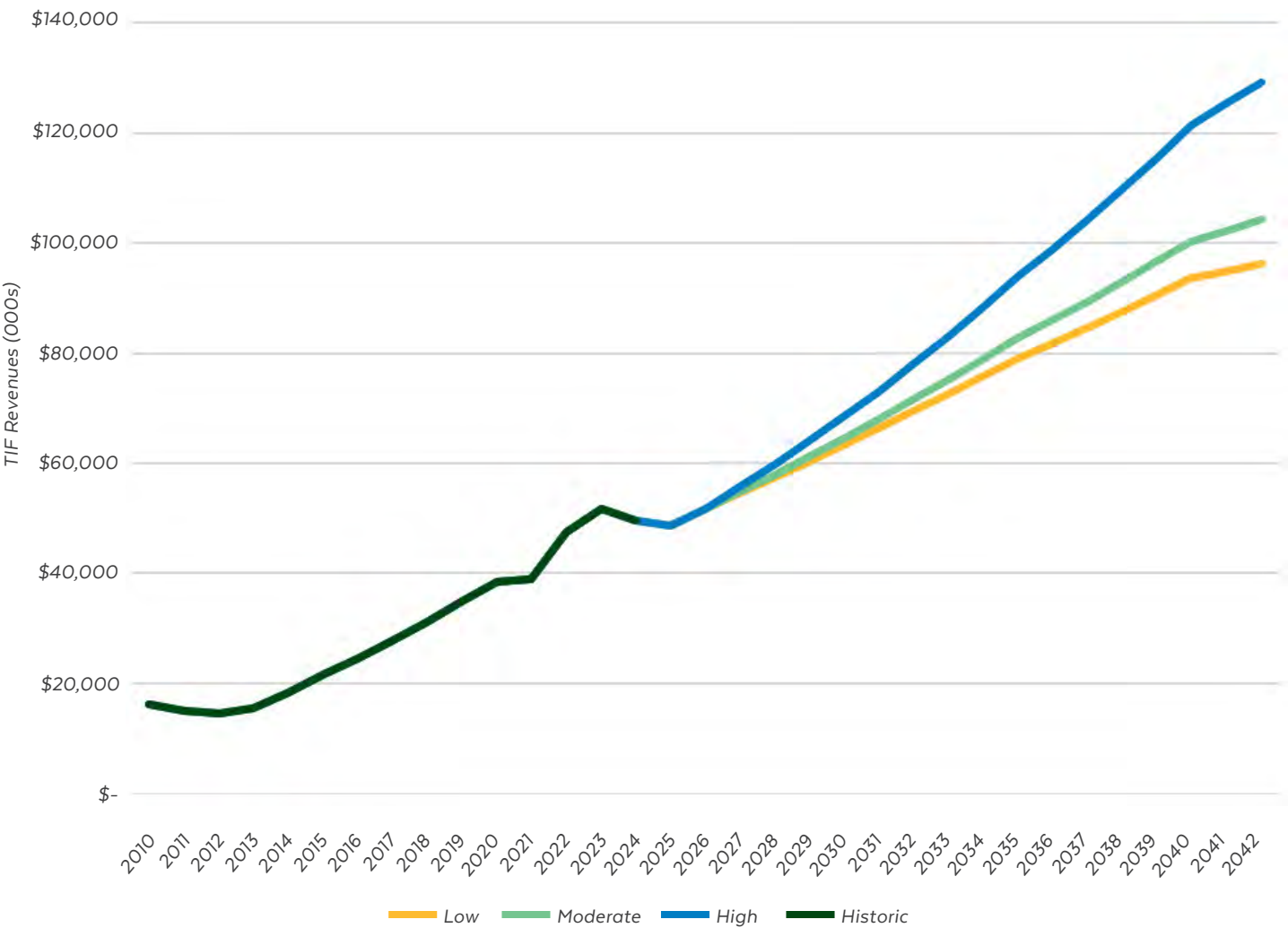
- The *moderate* scenario assumes the continuation of historical inflationary growth, coupled with the development of vacant land and the redevelopment of existing improved properties. These assumptions align with projects currently proposed or under construction within the existing Downtown CRA. Any potential disruptions to economic activity are anticipated to be temporary and to have minimal impact on the region or on the commercial and residential development sectors overall.
- The *low* scenario considers a high possibility of a general U.S. economic recession occurring within the initial years of the projection period as a result of the current economic disruptions followed by long-term, slower market performance as a result of relative commercial and residential development market maturity. The *low* scenario assumes that the Expanded Downtown CRA will be unable to maintain historical growth rates and should be viewed as a worst-case scenario.
- The *high* scenario is the most synergistic of the three scenarios and incorporates the optimal general economic conditions and continued robust market performance. This scenario assumes no disruption of general economic activity in the near-term or an historically short and very shallow U.S. recession followed by relatively robust growth. The *high* scenario also assumes an improved capture of commercial and residential development within the Expanded Downtown CRA compared with other areas of the City and County.

The projection model estimates that taxable value from existing improved land, vacant parcels, and new development within the Expanded Downtown CRA will generate a combined tax increment ranging from approximately \$1.329 billion to \$1.569 billion through the Agency’s current sunset date, 2042. This equates to an annualized average increment between roughly \$73.8 million and \$87.2 million over the 18-year projection period.

The Expanded Downtown CRA is projected to experience a Compound Annual Growth Rate (“CAGR”) between 3.5% and 5.2% in total taxable value throughout the projection period, 2025 to 2042. In addition, the projection model reflects CAGRs in TIF revenues between 3.9% and 5.6% for the Expanded Downtown CRA through the same time frame. These rates of growth are comparable to the growth rates previously achieved within the existing Downtown CRA since 2010.

Historic TIF revenues as well as the H-M-L projected TIF revenues for the existing Downtown CRA and the Expanded Downtown CRA from 2010 to 2042 are illustrated in the figure on the following page.

Figure 9: TIF Revenues (Historic and Projected), 2010 to 2042 Existing Downtown CRA and Expanded Downtown CRA



Sources: Florida Department of Revenue; Orange County Property Appraiser; City of Orlando; GAI Consultants.

The following tables present the H-M-L projection scenarios for total taxable value, total tax increment, the County and City contributions to the Trust Fund, and the aggregate TIF revenues

for both the existing Downtown CRA and the proposed Expansion Area over the full projection period, extending from 2025 through 2042.

Table 28: Summary of TIF Revenue Projections, Expanded Downtown CRA, Low Scenario

	Total Taxable Value	Tax Increment⁽¹⁾	County Contribution at 95%^(2,3)	City Contribution at 95%^(2,3)	Total Annual Tax Increment
2025	\$5,165,077,400	\$4,625,850,100	\$19,488,500	\$29,223,800	\$48,712,400
2026	\$5,450,060,000	\$4,911,777,400	\$20,693,100	\$31,030,200	\$51,723,300
2027	\$5,717,503,300	\$5,179,220,700	\$21,819,900	\$32,719,700	\$54,539,600
2028	\$5,989,832,600	\$5,451,550,000	\$22,967,200	\$34,440,200	\$57,407,400
2029	\$6,267,173,100	\$5,728,890,500	\$24,135,600	\$36,192,300	\$60,327,900
2030	\$6,549,652,900	\$6,011,370,300	\$25,325,700	\$37,976,800	\$63,302,600
2031	\$6,837,403,400	\$6,299,120,800	\$26,538,000	\$39,794,700	\$66,332,700
2032	\$7,130,559,100	\$6,592,276,500	\$27,773,000	\$41,646,700	\$69,419,800
2033	\$7,429,257,800	\$6,890,975,200	\$29,031,400	\$43,533,700	\$72,565,200
2034	\$7,733,640,800	\$7,195,358,200	\$30,313,800	\$45,456,700	\$75,770,400
2035	\$8,043,852,700	\$7,505,570,100	\$31,620,700	\$47,416,400	\$79,037,200
2036	\$8,309,336,000	\$7,771,053,400	\$32,739,200	\$49,093,600	\$81,832,800
2037	\$8,579,941,900	\$8,041,659,300	\$33,879,200	\$50,803,200	\$84,682,500
2038	\$8,855,799,600	\$8,317,517,000	\$35,041,400	\$52,545,900	\$87,587,300
2039	\$9,137,041,500	\$8,598,758,900	\$36,226,300	\$54,322,700	\$90,549,000
2040	\$9,423,803,600	\$8,885,521,000	\$37,434,400	\$56,134,300	\$93,568,700
2041	\$9,548,370,600	\$9,010,088,000	\$37,959,200	\$56,921,200	\$94,880,400
2042	\$9,675,407,300	\$9,137,124,700	\$38,494,400	\$57,723,800	\$96,218,200
Projection Period (2025-2042)		\$126,153,682,100	\$531,481,000	\$796,975,900	\$1,328,457,400

Sources: Florida Department of Revenue; Orange County Property Appraiser; City of Orlando; GAI Consultants. Notes: Totals may not add due to rounding. (1) Assumes 1981 base year of \$136,557,113 for Orlando CRA I (Downtown); 1989 base year of \$400,739,585 for Orlando CRA II (Downtown); and 2007 base year of \$985,873 for Orlando CRA V (Downtown) for the existing Downtown CRA. (2) Applies millage rate of 4.4347 for the County and 6.6500 for the City. (3) Reflects a 95% contribution from both the County and the City.

Table 29: Summary of TIF Revenue Projections, Expanded Downtown CRA, Moderate Scenario

	Total Taxable Value	Tax Increment⁽¹⁾	County Contribution at 95%^(2,3)	City Contribution at 95%^(2,3)	Total Annual Tax Increment
2025	\$5,165,077,400	\$4,625,850,100	\$19,488,500	\$29,223,800	\$48,712,400
2026	\$5,450,060,000	\$4,911,777,400	\$20,693,100	\$31,030,200	\$51,723,300
2027	\$5,743,529,500	\$5,205,246,900	\$21,929,500	\$32,884,100	\$54,813,700
2028	\$6,044,759,700	\$5,506,477,100	\$23,198,600	\$34,787,200	\$57,985,800
2029	\$6,353,973,000	\$5,815,690,400	\$24,501,300	\$36,740,600	\$61,241,900
2030	\$6,671,398,300	\$6,133,115,700	\$25,838,600	\$38,746,000	\$64,584,600
2031	\$6,997,271,400	\$6,458,988,800	\$27,211,500	\$40,804,700	\$68,016,200
2032	\$7,331,835,000	\$6,793,552,400	\$28,621,000	\$42,918,300	\$71,539,300
2033	\$7,675,338,900	\$7,137,056,300	\$30,068,200	\$45,088,400	\$75,156,500
2034	\$8,028,040,400	\$7,489,757,800	\$31,554,100	\$47,316,500	\$78,870,600
2035	\$8,390,204,300	\$7,851,921,700	\$33,079,900	\$49,604,500	\$82,684,400
2036	\$8,708,791,100	\$8,170,508,500	\$34,422,100	\$51,617,200	\$86,039,300
2037	\$9,035,794,500	\$8,497,511,900	\$35,799,700	\$53,683,000	\$89,482,800
2038	\$9,371,455,400	\$8,833,172,800	\$37,213,800	\$55,803,600	\$93,017,400
2039	\$9,716,022,000	\$9,177,739,400	\$38,665,500	\$57,980,400	\$96,645,900
2040	\$10,069,750,000	\$9,531,467,400	\$40,155,700	\$60,215,000	\$100,370,800
2041	\$10,251,940,900	\$9,713,658,300	\$40,923,300	\$61,366,000	\$102,289,300
2042	\$10,438,398,100	\$9,900,115,500	\$41,708,800	\$62,544,000	\$104,252,800
Projection Period (2025-2042)		\$131,753,608,400	\$555,073,200	\$832,353,500	\$1,387,427,000

Sources: Florida Department of Revenue; Orange County Property Appraiser; City of Orlando; GAI Consultants. Notes: Totals may not add due to rounding. (1) Assumes 1981 base year of \$136,557,113 for Orlando CRA I (Downtown); 1989 base year of \$400,739,585 for Orlando CRA II (Downtown); and 2007 base year of \$985,873 for Orlando CRA V (Downtown) for the existing Downtown CRA. (2) Applies millage rate of 4.4347 for the County and 6.6500 for the City. (3) Reflects a 95% contribution from both the County and the City.

Table 30: Summary of TIF Revenue Projections, Expanded Downtown CRA, High Scenario

	Total Taxable Value	Tax Increment⁽¹⁾	County Contribution at 95%^(2,3)	City Contribution at 95%^(2,3)	Total Annual Tax Increment
2025	\$5,165,077,400	\$4,625,850,100	\$19,488,500	\$29,223,800	\$48,712,400
2026	\$5,450,060,000	\$4,911,777,400	\$20,693,100	\$31,030,200	\$51,723,300
2027	\$5,821,608,200	\$5,283,325,600	\$22,258,500	\$33,377,400	\$55,635,900
2028	\$6,209,954,000	\$5,671,671,400	\$23,894,600	\$35,830,800	\$59,725,400
2029	\$6,615,679,100	\$6,077,396,500	\$25,603,900	\$38,394,000	\$63,997,800
2030	\$7,039,385,200	\$6,501,102,600	\$27,388,900	\$41,070,700	\$68,459,700
2031	\$7,481,695,600	\$6,943,413,000	\$29,252,400	\$43,865,000	\$73,117,400
2032	\$7,943,254,700	\$7,404,972,100	\$31,196,900	\$46,780,900	\$77,977,800
2033	\$8,424,729,800	\$7,886,447,200	\$33,225,300	\$49,822,600	\$83,047,900
2034	\$8,926,811,300	\$8,388,528,700	\$35,340,600	\$52,994,500	\$88,335,100
2035	\$9,450,213,700	\$8,911,931,100	\$37,545,700	\$56,301,100	\$93,846,800
2036	\$9,934,367,400	\$9,396,084,800	\$39,585,400	\$59,359,800	\$98,945,200
2037	\$10,437,884,000	\$9,899,601,400	\$41,706,700	\$62,540,700	\$104,247,500
2038	\$10,961,426,500	\$10,423,143,900	\$43,912,300	\$65,848,200	\$109,760,500
2039	\$11,505,681,200	\$10,967,398,600	\$46,205,300	\$69,286,500	\$115,491,900
2040	\$12,071,358,200	\$11,533,075,600	\$48,588,400	\$72,860,200	\$121,448,700
2041	\$12,437,514,000	\$11,899,231,400	\$50,131,000	\$75,173,400	\$125,304,400
2042	\$12,814,425,800	\$12,276,143,200	\$51,719,000	\$77,554,500	\$129,273,500
Projection Period (2025-2042)		\$149,001,094,600	\$627,736,500	\$941,314,300	\$1,569,051,200

Sources: Florida Department of Revenue; Orange County Property Appraiser; City of Orlando; GAI Consultants. Notes: Totals may not add due to rounding. (1) Assumes 1981 base year of \$136,557,113 for Orlando CRA I (Downtown); 1989 base year of \$400,739,585 for Orlando CRA II (Downtown); and 2007 base year of \$985,873 for Orlando CRA V (Downtown) for the existing Downtown CRA. (2) Applies millage rate of 4.4347 for the County and 6.6500 for the City. (3) Reflects a 95% contribution from both the County and the City.

CONCLUSION

This FON assesses conditions of blight in the Expansion Area to aid in the expansion of the Downtown CRA for additional investment.

The 47-acre Expansion Area demonstrated zero (0) conditions of “Slum” present (163.340(7)(c)) and six (6) conditions of “Blight” present (163.340(8)(a), (c), (d), (e), (f), and (k)). Based on these observations of the presence of Slum and Blight conditions as defined by Chapter 163.340(7) and (8), there are sufficient findings to consider inclusion of the Expansion Area within the Downtown CRA under the requirements of Alternative One. Of the six blight conditions identified, four were observed multiple times, providing a strong basis for CRA redevelopment planning. These were:

1. Boarded up building - Unsanitary or unsafe conditions.

This blight condition was observed on two occurrences throughout the Expansion Area. The Expansion Area has several abandoned buildings that are no longer in use. These buildings do not provide commercial or residential usage for the area.

2. Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.

This blight condition was observed twice within the Expansion Area, indicating misuse of space on the parcels. Two parcels within the Expansion Area have parking lots and paved areas that are not utilized effectively, resulting in a lack of adequately used space that reveals potential for investment and redevelopment.

3. Deterioration of site or other improvements.

The deterioration of sites or other improvements was observed on three occurrences throughout the Expansion Area. Predominantly, the deterioration was observed on the roadways, sidewalks, and curbs..

4. Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.

The predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities was the most observed condition within the Expansion Area. This blight condition was observed at an intersection, a bus stop, a parking lot, and on roadways.

Providing the basis for the CRA redevelopment plan, in accordance with F.S. Chapter 163.355, a detailed examination of existing land use characteristics and other indicators is required. Working collaboratively with City and County staff, this report conducted field surveys and analyzed data consistent with statutory requirements. The findings confirm that the Expansion Area meets the criteria necessary to support an expansion of the Downtown CRA to include the Expansion Area.

Prepared By:



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AMENDMENT 1 TO CITY/CRA LOAN AGREEMENT

Project Name: Camping World Stadium (formerly Citrus Bowl) Renovation Project		Original Loan Date: 9/30/13 Amendment Date: 2/9/2026
Contact Person: James Varnado		
Extension: 3615	E-Mail: james.varnado@cityoforlando.net	
Purpose of Loan: Loan from the City to the CRA to provide the CRA contribution of \$21M for the Citrus Bowl Project, per the Venues Interlocal Agreement approved by CRA and City Council on November 4, 2013.		
Purpose of Amendment: Reamortize outstanding loan to generate savings in the next 10 years and extend the loan for an additional 3 years to FY 2042.		
Source of Repayment: CRA Tax Increment Funds		
Estimated Amended Loan Amount: \$14,945,906		
Receiving Fund: 4077_F	Account Number: RB500 Debt Proceeds	
Debt Service Fund Number: 1256_F		
Principal Account: DSD0014_C, SB375	Interest Account: DSD0014_C, SB375	
Original Loan Term: 25 years		
Amended Loan Term: 28 years	Other Terms:	
Principal Amortization of Amended Loan (based on estimated interest rate below): \$14,945,906		
Date Principal Amortization Begins: FY2025		
Date Principal Amortization Ends: FY2042		
Interest Only Period? No	Interest Only Period: None	
Interest Rate: variable, currently estimated at 1.5%		

Additional Notes:

APPROVAL		
Community Redevelopment Agency	Title	Date

City of Orlando	Title	Date

CRA Camping World ILF Re-Amortization Before and After

Fiscal Year	Current				Proposed Re-Amortization under Amendment				
	Principal	Interest*	Balance	Annual Cost	Principal	Interest*	Balance	Annual Cost	Annual DS Change
			14,945,905.85				14,945,905.85		
2025	746,415	218,590	14,199,490.85	965,005.48	746,415	218,590	14,199,490.85	965,005.48	-
2026	776,272	207,170	13,423,218.85	983,442.32	276,272	210,920	13,923,218.85	487,192.32	496,250.00
2027	807,322	195,293	12,615,896.85	1,002,615.37	307,322	206,543	13,615,896.85	513,865.37	488,750.00
2028	839,615	182,941	11,776,281.85	1,022,556.34	339,615	201,691	13,276,281.85	541,306.34	481,250.00
2029	873,200	170,095	10,903,081.85	1,043,295.23	373,200	196,345	12,903,081.85	569,545.23	473,750.00
2030	908,128	156,735	9,994,953.85	1,064,863.27	408,128	190,485	12,494,953.85	598,613.27	466,250.00
2031	944,453	142,841	9,050,500.85	1,087,293.91	444,453	184,091	12,050,500.85	628,543.91	458,750.00
2032	982,231	128,391	8,068,269.85	1,110,621.78	482,231	177,141	11,568,269.85	659,371.78	451,250.00
2033	1,021,520	113,363	7,046,749.85	1,134,882.65	521,520	169,613	11,046,749.85	691,132.65	443,750.00
2034	1,062,381	97,733	5,984,368.85	1,160,114.39	562,381	161,483	10,484,368.85	723,864.39	436,250.00
2035	1,104,877	81,479	4,879,491.85	1,186,355.96	604,877	152,729	9,879,491.85	757,605.96	428,750.00
2036	1,149,072	64,574	3,730,419.85	1,213,646.34	1,500,000	136,942	8,379,491.85	1,636,942.38	(423,296.04)
2037	1,195,034	46,994	2,535,385.85	1,242,027.54	1,500,000	114,442	6,879,491.85	1,614,442.38	(372,414.84)
2038	1,242,836	28,710	1,292,549.85	1,271,545.52	1,500,000	91,942	5,379,491.85	1,591,942.38	(320,396.86)
2039	1,292,550	9,694	-	1,302,243.98	1,500,000	69,442	3,879,491.85	1,569,442.38	(267,198.40)
2040				-	1,500,000	46,942	2,379,491.85	1,546,942.38	(1,546,942.38)
2041				-	1,500,000	24,442	879,491.85	1,524,442.38	(1,524,442.38)
2042				-	879,492	6,596	(0.15)	886,088.19	(886,088.19)
	<u>\$ 14,945,906</u>	<u>\$ 1,844,604</u>		<u>\$ 16,790,510</u>	<u>\$ 14,945,906</u>	<u>\$ 2,560,383</u>		<u>\$ 17,506,289</u>	<u>(715,779.08)</u>

*Estimated at 1.5% based on current ILF rates.

DTO Restaurant Program Funding Agreement

Hula Mula LLC

This AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2026, 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 Hula Mula LLC, a Florida limited liability company (hereinafter referred to as “Grantee”), whose address is 7901 4th Street N, St. Petersburg, Florida 33702 (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 **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 ninety six thousand three hundred fifty five dollars (\$96,355.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 201 S. Orange Avenue, Suite 105, 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 (\$50,000.00) for rent abatement. In no event shall the total funding to Grantee under this Agreement exceed one hundred thousand dollars (\$146,355.00).

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 Improvements 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 of the Improvements 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 this Agreement 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, 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 within ninety (90) days of the Execution Date hereof and completed within one (1) year after the Effective Date hereof ("Project Completion Deadline") unless the Executive Director of the CRA has granted, at his or her discretion, an extension of time to the Grantee prior to the expiration of the Project Completion Deadline. Should the Project not be completed by the Project Completion Deadline (or Executive Director approved extended date made pursuant to the terms hereof), this Agreement shall be deemed automatically terminated upon the date which is one year from the Effective Date. 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.

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 calendar year or portion thereof 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 be responsible for obtaining all governmental approvals and permits required for the Improvements and operation of the specified use and 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 from at least 07:00 a.m. to 06:00 p.m. daily, as well as from 08:00 a.m. to 06:00 p.m. on Saturdays and Sundays, with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property; however, Grantee shall not seek to obtain an AMS permit to sell alcohol after midnight nor sell alcohol after midnight; 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 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; or
- b. The Grantee's abandonment of the Property for any reason; or
- 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; or
- d. Grantee seeking to obtain an AMS permit to sell alcohol after midnight or selling alcohol after midnight; or
- e. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld; or
- f. The Grantee or the Property incurs a code enforcement lien; or
- g. 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 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. Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials, 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, resulting from, or related to 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: 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, 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. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

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

- | | | |
|----|--------------------|--|
| a. | If to the CRA: | Community Redevelopment Agency
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801
Attn: Executive Director
(with a copy to City Attorney's Office) |
| b. | If to the Grantee: | Hula Mula, LLC
7901 4 th St. N. Suite 300,
St. Petersburg, Florida 33702
Attn: Steven Lorenz |

28. 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.

29. No Material Interest. Grantee certifies that no officer or employee of the CRA, nor their spouse or child, serves as an officer, partner, director or proprietor of, no has a material interest in Grantee.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. Human Trafficking Affidavit. Grantee hereby represents, warrants, and certifies that Grantee does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that Grantee has provided the Human Trafficking Affidavit attached hereto as Exhibit "C".

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

33. Term. Unless terminated earlier pursuant to the terms hereof, 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]

Hula Mula 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 _____, 2026, who is the _____ of Hula Mula 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.

_____, 2026

Chief Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

DTO Restaurant Program

A. Program Introduction/Goals

Restaurants are vital for urban environments as they drive economic growth, create jobs, foster a vibrant atmosphere, provide community gathering spaces, and contribute to urban revitalization. The presence of diverse and thriving restaurants can transform downtowns into dynamic and prosperous centers that benefit residents, visitors, and the local economy. Conversely, vacant spaces contribute to the spread of blight within downtown areas. The intent of the DTO Restaurant Program (Program) is to activate spaces within the Downtown Orlando Community Redevelopment Area (Area) and establish the Area within Downtown Orlando as a foodie destination, to attract locals and visitors to visit downtown Orlando as well as attract new restaurants and encourage expansion of existing restaurants by reimbursing costs associated with interior buildout and rent of a newly leased property.

Additionally, it is standard practice in the commercial real estate industry for property owners to provide a tenant improvement allowance towards the construction of a newly leased premise. Often, the amount of the tenant improvement allowance becomes the determining factor in a restaurant's decision to enter into a lease for a specific property. The Program seeks to make downtown properties financially competitive to properties further from the city center by supplementing the funding available for tenant improvements to eligible properties within the Area.

This investment in restaurants in the Area helps to accomplish the Community Redevelopment Agency's (CRA) Downtown Community Redevelopment Area Plan (DTOutlook) goals, including:

- Filling vacant retail spaces within the Area in order to prevent the spread of blight within the Area
- Promoting uses that activate storefronts throughout the day, helping to eliminate "dead zones"
- Supporting renovations and adaptive reuse of existing buildings
- Attracting employers and retailers to downtown Orlando
- Supporting incentives for restaurant and retail location and expansion within the CRA
- Supporting retail/restaurant development through incentive programs and other strategies to reduce barriers to entry in the downtown market

B. Program Structure

1. Building Owner/Tenant Investment Requirement:
 - a. For tenant improvement reimbursement funding, the CRA will match dollar for dollar based on the amount the building owner invests in tenant improvements up to a maximum amount based on the square footage requirements set forth in subsection 2 below. Such matching funding by the building owner and tenant is an eligibility requirement for receiving funding under sections 2 a, b, c, or d Below.
 - b. The tenant must be investing at least 10% of the eligible tenant improvement costs.
 - c. If the total contribution from the building owner's investment, the CRA and the applicant's required contribution of at least 10% of the eligible tenant improvement costs equals more than the cost of the build-out associated with the program's eligible items, the CRA will only cover the difference between the building and restaurant owner's contribution and eligible build-out costs.
2. Funding Eligibility:
 - a. Full-service restaurants located within a Focus Area (see Exhibit A) are eligible to receive up to \$100 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. Full-service restaurants refer to a type of restaurant where customers are seated at tables and fully served by waitstaff at all hours during which the restaurant is open.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
 - b. Food halls, located within a Focus Area (see Exhibit A) are eligible to receive up to \$75 per square foot with a not-to-exceed funding amount of \$400,000 for reimbursement of costs of eligible tenant improvements.
 - i. To be eligible for funding under the Program, a food hall must house at least seven (7) separate food and beverage vendor spaces.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.

- c. Non-full-service restaurants within a Focus Area (see Exhibit A) are eligible to receive up to \$50 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements shown in Additional Information below.
 - i. Non-full-service restaurants refer to all other types of restaurants where customers are not seated and not served by waitstaff.
 - ii. "Focus Area" is defined as a property fronting or abutting either side of the rights-of-way shown on Exhibit A.
- d. All food service restaurants including full-service and non-full-service restaurants, as well as food halls, that are not located in a Focus Area are eligible to receive up to \$25 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- e. Restaurants or food halls that will be adding or making improvements to outdoor seating areas are eligible to receive an additional \$5 per square foot of the outside seating areas with an additional not-to-exceed funding amount of \$25,000 for reimbursement of costs of eligible tenant improvements within the outdoor seating area.
- f. If the building owner does not invest in tenant improvements or if the business is a franchise, the tenant would be eligible to receive up to \$25 per square foot with a not-to-exceed funding amount of \$75,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
- g. All qualifying restaurants and food halls are generally eligible to receive up to \$25,000 to assist with Rent costs and Common Area Maintenance (CAM) costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant outside a Focus Area that has \$4,000 a month rental cost would qualify for \$25,000 would receive up to \$6,250 a quarter).
- h. All qualifying restaurants and food halls located within Focus Areas are generally eligible to receive up to \$50,000 for reimbursement of rental costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A restaurant within a Focus Area that has a \$4,000 a month rental cost would qualify for \$48,000 and would receive \$12,000 a quarter).

Additional Information

1. A restaurant is defined as a commercial establishment that is open to the public where food and drink are prepared for on-site consumption. Take-out or meal delivery may occur but a majority of consumption must occur onsite. Restaurants must be licensed through the State of Florida and derive at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all restaurant operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. Additionally, if serving alcohol, a restaurant must operate under a 4COP-SFS Alcohol License (or 2COP if not eligible for SFS due to square footage requirements) in order to qualify for the incentive.
2. A food hall is defined as a cafeteria like dining setting with multiple eating establishments housed together in an area open to the public and where food and drinks are sold for on-site consumption in a communal environment. All vendors within the food hall must be licensed through the State of Florida. The collective sales of all vendors operating within the food hall must contain at least 51% of gross revenue from sales of food and non-alcoholic beverages. Food shall be continuously ready to be prepared, served, and sold during all operational hours, including when alcoholic beverages are sold, otherwise, the use may be a bar or nightclub, which is not eligible for funding under this program. If alcohol is being served at a food hall it must be sold under a 4COP-SFS Alcohol License or 2COP Alcohol License in order to qualify for the program.
3. Restaurants must be locating to or be expanding in the Area. Restaurants that are currently located within the Area that are relocating to another location within the Area or expanding the existing location are eligible for funding only if a restaurant is increasing its space (sq. ft.) by 25% or more based on its current square footage. (see Exhibit A for Area boundaries).
4. The applicant must have at least five (5) years of restaurant or food hall ownership or operations management experience for eligibility.
5. The applicant must meet a minimum number of operating hours that will be specified in the Funding Agreement.

6. Applicants must agree to work with the CRA to open its restaurant during hours in which it would ordinarily be closed in the case of large-scale special events within the Area (e.g. NFL Pro Bowl, Bowl Games).
7. All proposed exterior improvements (please see eligible improvements) must meet the requirements of the Appearance Review Board (ARB) or, if a landmark property is located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of any DTO Restaurant Program funding.

C. Eligible Improvements/Items

Tenants applying for funding shall provide written permission from the property owner via a signed Owner's Affidavit. Additionally, funding cannot be used for non-fixed equipment or inventory. Generally acceptable improvements are those that can be used by a future tenant in the same leased premises and which will remain in the space when the Applicant vacates the space.

Applicants are eligible for the following permanent improvements and are encouraged to make energy-efficient and sustainability-focused improvements or upgrades, such as energy-efficient upgrades, waste reduction, renewable energy, and water conservation improvements.

1. Tenant Improvement:
 - a. Interior electrical or upgrades
 - b. Interior plumbing or upgrades
 - c. Interior HVAC equipment or upgrades
 - d. Interior or exterior lighting
 - e. Interior improvements for ADA compliance
 - f. Exterior signage and awnings
 - g. Fixtures for prep spaces or bars
 - h. Kitchen equipment
 - i. Grease-traps
 - j. Kitchen hoods
 - k. Walk-in cooler or walk-in freezer
 - l. Interior flooring (carpets are ineligible)
 - m. Improvements to outdoor seating areas including permanent outside seating, permanent railings/fencing surrounding outside seating areas, and permanent outside seating fixtures
 - n. Interior drywall
 - o. Windows
 - p. Doors
 - q. Masonry
 - r. Ceiling
 - s. Carpentry
 - t. Interior life safety improvements (firewalls, sprinklers, egress, fire alarm, exit signs, and automatic lights)
 - u. Bathrooms
 - v. Other improvements as approved by the CRA
2. Rent Abatement:
 - a. Rent cost
 - b. Common Area Maintenance (CAM) cost

D. Ineligible Businesses

Properties used for the following purposes: not-for-profit organizations, non-brick and mortar restaurants, nightclubs, bars, and walk up eating and drinking establishments with no onsite seating, government-owned or occupied buildings, church/religious institutions, health and medical industries, tattoo parlors, body piercing and body art shops, adult entertainment facilities, adult-oriented or adult-themed retail businesses, liquor stores, gun shops, or businesses that sell drug paraphernalia are ineligible.

E. Procedures

The procedure for project review is as follows:

1. Pre-Application Meeting

The applicant is required to meet with the DTO Restaurant Program Manager (Manager) who will review the applicant's plans to determine eligibility based on the Program requirements. The Manager will provide the applicant with general guidance as to whether the proposed project is likely to qualify for Program funding and whether the applicant is sufficiently prepared to move forward to apply.

2. Grant Application Submission

Following the pre-application meeting, the Grant application and all attachments must be submitted to the Manager for formal consideration for funding. The application requires the Applicant to submit a Letter of Intent for the lease from the landlord, proposed design, cost estimate/budget for the Tenant Improvements, and a business. Furthermore, the Applicant and property owner must contribute an amount greater than the financial contribution of the CRA as further specified herein.

3. Review Grant Application

Once an eligible application and the supporting documents are received, the Manager shall then conduct the mandatory criminal background check and review the application to ensure that it meets all program eligibility requirements. In making a recommendation to the CRA, the Manager shall ensure compliance with the eligibility requirements and will consider the strength of the operation, budget, and growth plan described in the business plan. The CRA will approve grants at its discretion based on the applicant's lease term, capital investment amount, experience, business plan, store design, and financial capacity.

4. Final Agreement and Construction

If approved for funding, the applicant shall sign the required Funding Agreement with the CRA. Substantial modifications to final plans or change orders to construction documents that produce material changes in the previously approved items will require review and approval of the CRA Executive Director.

The CRA reserves the right to deny a request for reimbursement if the completed improvements substantially deviate from the improvements originally contemplated in the Funding Agreement or if the applicant failed to obtain approval of such deviations from the CRA Executive Director.

5. Construction Approval

Upon completion of construction, grantees shall submit proof of completion and arrange for an on-site inspection by the Manager to ensure that the terms of the Funding Agreement have been met. Discrepancies will be noted and a time frame for their correction will be established as necessary. Upon final approval by the Manager, the grantee will submit a request for reimbursement to the CRA. Payments will be made to Grantee on a reimbursement basis and in accordance with the City's accounting procedures.

6. Disbursements

Funds will be disbursed by a check payable to the grantee (1) upon the issuance of a Certificate of Completion or Occupancy (if required), and (2) upon verification by the Manager that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects that are completed in a manner not in accordance with the approved plans. Before funds will be disbursed, grantees must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, lien release and evidence of payment of all expenses, including property owner and tenant matching funds. All Grant funds shall be issued to the grantee on a reimbursement basis only.

Funds will only be dispersed after the following actions occur:

- The Manager verifies that a final lease with an initial lease term of at least three years has been executed
- Applicant has obtained a City of Orlando Business Tax Receipt and Certificate of Use
- Applicant has secured a valid City of Orlando Certificate of Occupancy or Certificate of Completion and Releases of Liens are obtained from any and all contractors/subcontractors involved in making the tenant improvements
- Applicant presents paid invoices and companion bank statements or canceled checks/evidence of payment from a financial institution for eligible work and/or rent and is then reimbursed up to the approved amount as described in the Funding Agreement
- Applicant is in compliance with other terms of the Funding Agreement

E. Program Terms

Funding is based on budget availability and will be considered on a “first come, first served” basis. Applying **does not** guarantee funding. Applications must be submitted with a detailed proposal of the improvement work, the cost of which is sought to be reimbursed by this Program. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the Program criteria and conditions will not be eligible for funding. An authorized corporate officer or partners of the applicant’s business must sign the application, in addition to the property owner(s), if the applicant is the tenant. Tenants who are applying for a Grant must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term.

Before consideration for Program funding, the subject property must be free from any liens (except mortgage liens), judgments, or encumbrances (except easements) of any kind, current with all City obligations, and in compliance with all City Code requirements. On a case-by-case basis, the CRA may waive the requirement to be in compliance with City Codes if the proposed improvements are related to achieving code compliance. The CRA reserves the right to contract for a title search and/or ownership and encumbrance report at the CRA’s discretion, the cost for which will be deducted from the Grant funds at the time of disbursement, if Program funding is approved.

All applicants for program funding must submit to a criminal background check, the cost for which will be deducted from the Grant funds at the time of disbursement, if Grant funding is approved. If the applicant is a corporate entity, then the president, director, or manager applying shall submit to a criminal background check. If the entity is a partnership, then all partners must submit to a criminal background check. To be eligible for funding, the applicant must **not** have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial economic crimes within the past ten years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) in their complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for funding.

Any Grant funding awarded will be based on the lowest of at least three (3) qualified bids obtained and submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The CRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and securing proof of their licensing and insurance coverage. If the tenant is unable to receive three (3) qualified bids, the Manager reserves the right to allow for two (2) qualified bids at the tenant’s request.

Program funds will be disbursed in the form of a grant with a limited repayment requirement if the Grantee vacates the property or changes use. To ensure that funds are available, improvements to be made under a Grant must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the effective date of the Funding Agreement. Extensions may be granted by the Executive Director of the CRA given just cause by the applicant (Example: contractor delays, acts of God, etc.). All Grant funds shall be issued to the

Grantee on a reimbursement basis only.

G. Available Funds

The CRA may from time to time in its sole discretion establish annual funding for the program.

H. Previous Participation in the Retail Stimulus Program

If relocating within the CRA or expanding, the grantee who received funding under the previous Retail Stimulus Program may submit an application three years after the executed Funding Agreement date for funding under the revised DTO Restaurant Program.

I. Disclosures

The CRA expressly reserves the right to reject applications or request additional information from any and all applicants and grantees. The CRA retains the right to deviate from the program guidelines or amend the program guidelines, agreements, and application procedures. The CRA also retains the right to display and advertise properties that receive matching funds under this Grant.

Applicants which applied for funding after June 19, 2023 but prior to adoption of this Program on October 23, 2023, may elect whether to seek funding under the former Retail Stimulus Program or this Program. Funding will only be provided under one program.

J. Controls and Oversight

Throughout the Program and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the Program goals. The grant has a 3-year term with the possibility of the full grant amount or partial amount to be repaid if the Grant Recipient vacates the property or changes use. For each year of occupancy by the Grant Recipient, the amount due to be repaid to the CRA by Grant Recipient's vacation of the premises or change in use will be pro-rated. Repayment of grant funds is triggered by the Grant Recipient's vacation of the premises and newly created vacant space with no plan to re-lease the property within a six (6) month timeframe to another restaurant that would otherwise have qualified under the DTO Restaurant Program. Additionally, if the Applicant vacates the property or changes use, the Manager must be notified.

K. Default

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

L. Default Committee

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

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

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

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

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

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

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



EXHIBIT “B”

The parcel address is
201 S. Orange Avenue Suite 105, Orlando, Florida 32801
Parcel ID: 29-22-26-7352-22-009

Improvement Description	Estimated Cost
Interior electrical or upgrades	\$182,839.00
Interior plumbing or upgrades	\$83,850.00
Interior HVAC equipment or upgrades	\$13,552.00
Interior or exterior lighting	\$0
Interior improvements for ADA compliance	\$5,895.00
Exterior signage and awnings	\$0
Fixtures for prep spaces or bars	\$0
Kitchen equipment (Permanent)	\$0
Grease-traps	\$0
Kitchen hoods	\$0
Walk-in cooler or walk-in freezer	\$0
Flooring (carpets are ineligible)	\$72,251.00
Improvements to outdoor seating areas	\$0
Interior drywall	\$26,815.00
Windows	\$9,850.00
Doors	\$5,500.00
Masonry	\$0
Ceiling	\$4,700.00
Carpentry	\$239,099.00
Interior life safety improvements	\$12,947.00
Bathrooms	\$0
Total	\$657,298.00

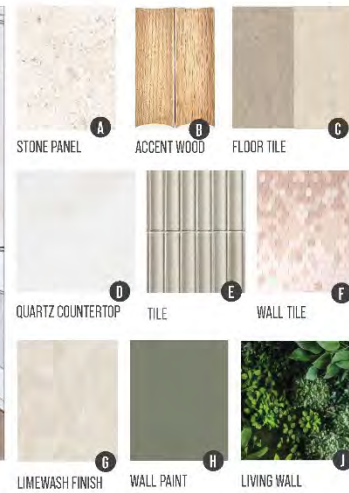
Floor Plan



LITTLE

HULA MULA
RENOVATION

The Instagram Moment



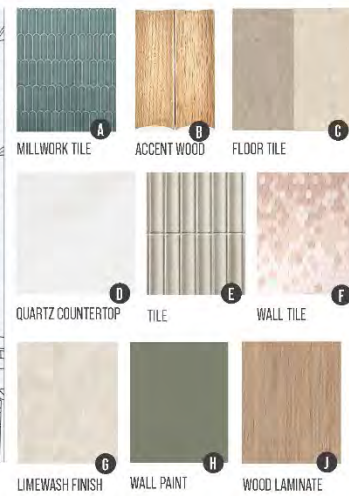
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LITTLE

HULA MULA
RENOVATION

View Towards Counter



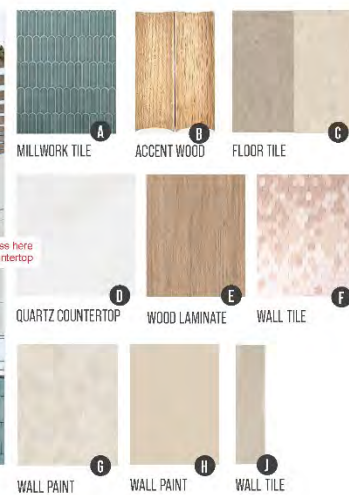
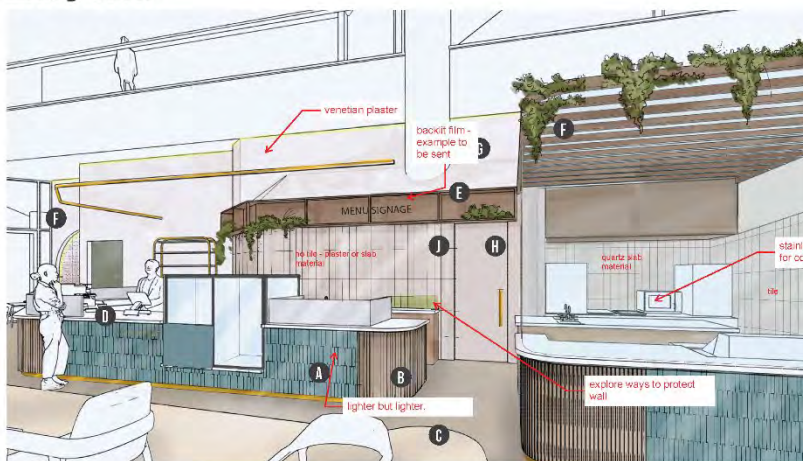
EXISTING



LITTLE

HULA HULA
RENOVATION

Entry View



EXISTING



LITTLE

HULA HULA
RENOVATION

Exhibit “C”

Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the Community Redevelopment Agency of the City of Orlando (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

- **“Coercion”** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
- **“Labor”** means work of economic or financial value.
- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

****Signature on following page****

I, the undersigned, am an officer or representative of the nongovernmental entity named below and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped
My Commission Expires: _____

DTO Retail Program Funding Agreement

Dione Bridal Studio

This AGREEMENT (the “Agreement”) is made and entered into this [REDACTED] day of [REDACTED], 2026, 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 Dione LLC and Muberya Saglam Makeup Studio LLC, Florida liability companies (jointly and severally liable under this Agreement and hereinafter jointly referred to as “Grantee”), whose address is 6581 Lake Pembroke Place Orlando, Florida 32829

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 Retail Program (the “Program”) in order to encourage property owners and retail operators 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 retailers and to achieve high-quality interior buildout of retail spaces 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 retail bridal store selling wedding dresses and related items, including wedding makeup and hair, 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 sixty two thousand five hundred dollars (\$62,500.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 50 S. Rosalind Avenue, Suite D 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 (\$50,000.00) for rent abatement. In no event shall the total funding to Grantee under this Agreement exceed one hundred and twelve thousand five hundred dollars (\$112,500.00).

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, the Property owner, 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 within ninety (90) days of the Execution Date hereof and completed within one (1) year after the Effective Date hereof ("Project Completion Deadline") unless the Executive Director of the CRA has granted, at his or her discretion, the Grantee an extension of time prior to the expiration of the Project Completion Deadline. Should the Project not be completed by the Project Completion Date (or Executive Director approved extended date made pursuant to the terms hereof), this Agreement shall be deemed terminated upon the date which is one year from the Effective Date. 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.

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

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

- a. The Grantee shall be responsible for obtaining all governmental approvals and permits required for the Improvements and the operation of the specified use and 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 bridal studio with associated makeup and hair services on the Property which shall be open a minimum of eight (8) hours daily, Monday-Sunday; 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. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- d. The Grantee or the Property incurs a code enforcement lien; or
- e. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

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

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

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

12. Merger. This Agreement supersedes any and all agreements, whether oral or in writing, between the CRA and Grantee with respect to the subject matter hereof. The CRA and

Grantee acknowledge and agree that no representations, inducements, promises, or statements, whether oral or in writing, have been made by either party, or anyone acting on behalf of a party, which are not expressly set forth herein.

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

14. Indemnification. To the extent permitted by law, the Grantee shall release, indemnify, defend, and hold harmless the CRA, its elected officials and appointed officials, officers, agents, and employees, from and against all claims, damages, losses, and expenses (including all reasonable attorneys' fees and costs, and reasonable attorneys' fees and costs on appeal), or liability arising out of or resulting from the Project, the Grantee's performance under this Agreement, and which are caused in whole or in part by the Grantee, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

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

- a. Commercial General Liability Insurance: 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, 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. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 or Grantee shall have specified by written notice to the other delivered in accordance with this part.

- | | | |
|----|--------------------|--|
| a. | If to the CRA: | Community Redevelopment Agency
Orlando City Hall
400 S. Orange Avenue
Orlando, Florida 32801
(with a copy to City Attorney's Office) |
| b. | If to the Grantee: | Dione LLC and Muberya Saglam Makeup
Studio LLC
6581 Lake Pembroke Place
Orlando, Florida 32829 |

28. 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.

29. No Material Interest. Grantee certifies that no officer or employee of the CRA, nor their spouse or child, serves as an officer, partner, director or proprietor of, no has a material interest in Grantee.

30. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same instrument.

31. Human Trafficking Affidavit. Grantee hereby represents, warrants, and certifies that Grantee does not use coercion for labor or services as defines in Section 787.06 Florida Statutes and that Grantee has provided the Human Trafficking Affidavit attached hereto as Exhibit "C".

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

33. Term. Unless terminated earlier pursuant to the terms hereof, 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]

Dione LLC

By: _____

Print Name: _____

Title: _____

Date: _____

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 _____, 2026, who is the _____ of Dione LLC. 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: _____

Muberya Saglam Makeup Studio LLC

By: _____

Print Name: _____

Title: _____

Date: _____

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 _____, 2026, who is the _____ of Muberya Saglam Makeup Studio LLC. 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.

Assistant City Attorney
Orlando, Florida

EXHIBIT “A”
Program Guidelines

DTO Retail Program

A. Program Introduction/Goals

Retail is vital for the urban core as it drives positive economic growth, creates jobs, fosters a vibrant atmosphere, provides community gathering spaces, and contributes to urban revitalization. The presence of diverse and thriving retail establishments can transform downtowns into dynamic and prosperous centers that benefit residents, visitors, and the local economy. Conversely, vacant spaces contribute to the spread of blight within downtown areas. The intent of the DTO Retail Program (Program) is to activate spaces within the Downtown Orlando Community Redevelopment Area (Area) and establish the Area within downtown Orlando as a retail destination, to attract locals and visitors to visit downtown Orlando as well as attract new retail and encourage expansion of existing retail by reimbursing costs associated with interior buildout and rent of a newly leased property.

Additionally, it is standard practice in the commercial real estate industry for property owners to provide a tenant improvement allowance towards the construction of a leased premise. Often, the amount of the tenant improvement allowance becomes the determining factor in a retailer's decision to enter into a lease for a specific property. The Program seeks to make downtown properties financially competitive to properties further from the city center by supplementing the funding available for tenant improvements to eligible properties within the Area.

This investment in businesses in the Area helps to accomplish the Community Redevelopment Agency's (CRA) Downtown Community Redevelopment Area Plan (DTOutlook) goals, including:

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

B. Program Structure

1. Building Owner/Tenant Investment Requirement:
 - a. For tenant improvement reimbursement funding, the CRA will match dollar for dollar based on the amount the building owner invests in tenant improvements up to a maximum amount based on the square footage requirements set forth in subsection 2 below. Such matching funding by the building owner and tenant is an eligibility requirement for receiving funding under sections 2a or 2b below.
 - b. The tenant must be investing at least 10% of the eligible tenant improvement costs.
 - c. If the total contribution from the building owner's investment, the CRA and the applicant's required contribution of at least 10% of the eligible tenant improvement costs equals more than the cost of the build-out associated with the program's eligible items, the CRA will only cover the difference between the building and restaurant owner's contribution and eligible build-out costs.
2. Funding Eligibility:
 - a. Personal service businesses are eligible for up to \$50 per square foot with a not to exceed funding amount of \$150,000 for reimbursement of costs of eligible tenant improvements.
 - b. Retail businesses, including Intense and Light use Recreational businesses are eligible for up to \$25 per square foot with a not to exceed funding amount of \$100,000 for reimbursement of costs of eligible tenant improvements.
 - c. If the building owner does not invest in tenant improvements or if the business is a franchise, the tenant would be eligible to receive up to \$25 per square foot with a not-to-exceed funding amount of \$75,000 for reimbursement of costs of eligible tenant improvements based on the square foot requirements.
 - d. All qualifying businesses are generally eligible for up to an additional \$25,000 for reimbursement of rental costs incurred during the first year of the term of the Funding Agreement.
 - i. Rent abatement payments are to be made quarterly on a reimbursement basis.

(Example: A business that pays \$2,000 a month in rent would qualify for \$24,000 would receive up to \$6,000 a quarter).

- e. All qualifying businesses located within Focus Areas are generally eligible to receive up to \$50,000 for reimbursement of rental costs incurred during the first year of the term of the Funding Agreement.
- f. Rent abatement payments are to be made quarterly on a reimbursement basis. (Example: A business that pays \$5,000 in monthly rent would qualify for \$50,000 and would receive up to \$12,500 a quarter).

Additional Information

1. Retail is defined as an establishment where the principal use is the selling or renting of goods or merchandise to the general public in small lots (as opposed to bulk quantities) for personal or household consumption and rendering of services incidental to the sale of such goods but does not include Service Uses (except Personal Services), Eating and Drinking Establishments, or any Industrial Use.
2. Intense Recreational Use is defined as an indoor facility where the principal use is the provision of indoor amusements, sports, games, entertainment or similar indoor recreational facilities that do not meet definition of indoor light recreational use. These uses typically involve an entrance fee or ticket, membership, etc. Examples are bowling alleys, game rooms, skating rinks, theaters, and other similar uses.
3. Light Recreational Use is defined as an indoor facility where passive or active exercises and related activities are performed for the purpose of personal physical fitness, improved circulation or flexibility, and/or weight control. Examples are dance studios, exercise studios, health/fitness clubs, fitness training, rock climbing gyms, and other similar uses.
4. If alcoholic beverages are sold on site at a qualifying business, then 51% of revenue must be derived from nonalcoholic sales.
5. Personal services for purposes of this Program are barber or beauty shops, health spas, veterinary services, tailoring, and other similar uses.
6. Businesses must be locating to or be expanding in the Area to be eligible (see Exhibit A for Area boundaries). Businesses that are currently located within the Area that are relocating to another location within the Area or expanding the existing location are eligible for funding only if a business is increasing its space (sq. ft.) by 25% or more based on its current square footage.
7. The applicant must have at least two (2) years of ownership or operations management experience in a similar type of retail business.
8. The applicant must meet a minimum number of operating hours that will be specified in the Funding Agreement.
9. Applicants must agree to work with the CRA to open its business during hours in which it would ordinarily be closed in the case of large-scale special events within the Area (e.g. NFL Pro Bowl, Bowl Games).
10. All proposed exterior improvements (please see eligible improvements) must meet the requirements of the Appearance Review Board (ARB) or, if a landmark property is located within a historic preservation district, the Historic Preservation Board (HPB), if applicable, as well as all other City Code requirements. Approvals or Certificates issued by the ARB or HPB do not guarantee approval of any DTO Retail Program funding.

C. Eligible Improvements/Items

Tenants applying for funding shall provide written permission from the property owner via a signed Owner's Affidavit. Additionally, funding cannot be used for non-fixed equipment or inventory. Generally acceptable improvements are those that can be used by a future tenant in the same leased premises and which will remain in the space when the Applicant vacates the space.

Applicants are eligible for the following permanent improvements and are encouraged to make energy-efficient and sustainability-focused improvements or upgrades, such as energy-efficient upgrades, waste reduction, renewable energy, and water conservation improvements.

1. Tenant Improvement:
 - a. Interior electrical or upgrades
 - b. Interior plumbing or upgrades
 - c. Interior HVAC equipment or upgrades
 - d. Interior or exterior lighting
 - e. Interior improvements for ADA compliance
 - f. Exterior signage and awnings
 - g. Flooring (carpets are ineligible)

- h. Interior drywall
 - i. Windows
 - j. Doors
 - k. Masonry
 - l. Ceiling
 - m. Carpentry
 - n. Interior life safety improvements (firewalls, sprinklers, egress, fire alarm, exit signs, and automatic lights)
 - o. Bathrooms
 - p. Other improvements as approved by the CRA
2. Rent Abatement:
 - a. Rent cost
 - b. Common Area Maintenance (CAM) cost

D. Ineligible Businesses

Properties used for the following purposes: not-for-profit organizations, government-owned or occupied buildings, church/religious institutions, health and medical professional services, tattoo parlors, body piercing and body art shops, adult entertainment facilities, medical marijuana dispensaries, adult-oriented or adult-themed retail businesses, banquet facilities, billiard parlors, clubs and lodges, event centers, rental halls, liquor stores, smoke shops, gun shop, bars, nightclubs or businesses that sell drug paraphernalia are ineligible. Should there be questions regarding the tenant use, the Zoning Official shall issue a Determination.

E. Procedures

The procedure for project review is as follows:

1. Pre-Application Meeting

The applicant is required to meet with the DTO Retail Program Manager (Manager) who will review the applicant's plans to determine eligibility based on the Program requirements. The Manager will provide the applicant with general guidance as to whether the proposed project is likely to qualify for Program funding and whether the applicant is sufficiently prepared to move forward to apply.

2. Grant Application Submission

Following the pre-application meeting, the Grant application and all attachments must be submitted to the Manager for formal consideration for funding. The application requires the Applicant to submit a Letter of Intent for the lease from the landlord, proposed design, cost estimate/budget for the Tenant Improvements, and a business plan.

3. Review Grant Application

Once an eligible application and the supporting documents are received, the Manager shall conduct the mandatory criminal background check and review the application to ensure that it meets all program eligibility requirements. In making a recommendation to the CRA, the Manager will ensure compliance with the eligibility requirements and will consider the strength of the operation, budget, and growth plan described in the business plan. The business type will be reviewed against existing business types in the program area to ensure a diversity of business types. The CRA will approve grants at its discretion based on the applicant's lease term, capital investment amount, experience, business plan, design, and financial capacity.

4. Final Agreement and Construction

If approved for funding, the applicant shall sign the required Funding Agreement with the CRA. Substantial modifications to final plans or change orders to construction documents that produce material changes in the previously approved items will require review and approval of the CRA Executive Director.

The CRA reserves the right to deny a request for reimbursement if the completed improvements substantially deviate from the improvements originally contemplated in the Funding Agreement or if the applicant failed to obtain approval of such deviations from the CRA Executive Director.

5. Construction Approval

Upon completion of construction, grantees shall submit proof of completion and arrange for an on-site inspection by the Manager to ensure that the terms of the Funding Agreement have been met. Discrepancies shall be noted and a time frame for their correction will be established as necessary. Upon final approval by the Manager, the grantee shall submit a request for reimbursement to the CRA. Payments shall be made to Grantee on a reimbursement basis and in accordance with the City's accounting procedures.

6. Disbursements

Funds will be disbursed by a check payable to the grantee (1) upon the issuance of a Certificate of Completion or Occupancy (if required), and (2) upon verification by the Manager that the work was completed as proposed in a satisfactory and professional manner. Funds will not be disbursed on projects that are completed in a manner not in accordance with the approved plans. Before funds will be disbursed, grantees must provide verification, satisfactory to the CRA, of all project costs, including contractor invoicing, lien release and evidence of payment of all expenses, including property owner and tenant matching funds. All Grant funds shall be issued to the grantee on a reimbursement basis only.

Funds will only be dispersed after the following actions occur:

- The Manager verifies that a final lease with an initial lease term of at least three years has been executed
- Applicant has obtained a City of Orlando Business Tax Receipt and Certificate of Use
- Applicant has secured a valid City of Orlando Certificate of Occupancy or Certificate of Completion and Releases of Liens are obtained from any and all contractors/subcontractors involved in making the tenant improvements
- Applicant presents paid invoices and companion bank statements or canceled checks/evidence of payment from a financial institution for eligible work and/or rent and is then reimbursed up to the approved amount as described in the Funding Agreement
- Applicant is in compliance with other terms of the Funding Agreement

E. Program Terms

Funding is based on budget availability and will be considered on a "first come, first served" basis. Applying **does not** guarantee funding. Applications must be submitted with a detailed proposal of the improvement work, the cost of which is sought to be reimbursed by this Program. Applications will be reviewed for completeness and compliance with program criteria. Projects that do not comply with the Program criteria and conditions will not be eligible for funding. An authorized corporate officer or partners of the applicant's business must sign the application, in addition to the property owner(s), if the applicant is the tenant. Tenants who are applying for a Grant must supply proof of a lease for the subject property that identifies at least three (3) years remaining in the lease term.

Before consideration for Program funding, the subject property must be free from any liens (except mortgage liens), judgments, or encumbrances (except easements) of any kind, current with all City obligations, and in compliance with all City Code requirements. On a case-by-case basis, the CRA may waive the requirement to be in compliance with City Codes if the proposed improvements are related to achieving code compliance. The CRA reserves the right to contract for a title search and/or ownership and encumbrance report at the CRA's discretion, the cost for which will be deducted from the Grant funds at the time of disbursement, if Program funding is approved.

All applicants for program funding must submit to a criminal background check, the cost for which will be deducted from the Grant funds at the time of disbursement, if Grant funding is approved. If the applicant is a corporate entity, then the president, director, or manager applying shall submit to a criminal background check. If the entity is a partnership, then all partners must submit to a criminal background check. To be eligible for funding, the applicant must **not** have any of the following: a felony conviction or nolo contendere within the past five (5) years; a felony conviction or nolo contendere for financial economic crimes within the past ten years; or a felony conviction or nolo contendere for violent or heinous crimes (i.e. murder, sexual battery, sexual assault, armed robbery or burglary, carjacking, home-invasion, kidnapping, arson, crimes against children, etc.) in their

complete history. If the background check reveals any of the above, the applicant will be rendered ineligible for funding.

Any Grant funding awarded will be based on the lowest of at least three (3) qualified bids obtained and submitted by the applicant. The owner and/or applicant may elect to choose a contractor other than the one with the lowest qualified bid but shall be responsible for all costs exceeding the lowest qualified bid. In all cases, the selected contractor must be licensed and insured. The CRA will not be responsible in any manner for the selection of a contractor. A property owner and/or tenant should pursue all activities necessary to determine contractor qualifications, quality of workmanship, and reputation. The property or business owner will bear full responsibility for reviewing the competence and abilities of prospective contractors and securing proof of their licensing and insurance coverage. If the tenant is unable to receive three (3) qualified bids, the Manager reserves the right to allow for two (2) qualified bids at the tenant's request.

Program funds will be disbursed in the form of a grant with a limited repayment requirement if the Grantee vacates the property or changes use. To ensure that funds are available, improvements to be made under a Grant must be initiated (secured all necessary permits) within 90 days and completed within one (1) year of the effective date of the Funding Agreement. Extensions may be granted by the Executive Director of the CRA given just cause by the applicant (Example: contractor delays, acts of God, etc.). All Grant funds shall be issued to the Grantee on a reimbursement basis only.

G. Available Funds

The CRA may from time to time in its sole discretion establish annual funding for the program.

II. Previous Participation in the Retail Stimulus Program

If relocating within the CRA or expanding, the grantee who received funding under the previous Retail Stimulus Program may submit an application three years after the executed Funding Agreement date for funding under the revised Program.

I. Disclosures

The CRA expressly reserves the right to reject applications or request additional information from any and all applicants and grantees. The CRA retains the right to deviate from the program guidelines or amend the program guidelines, agreements, and application procedures. The CRA also retains the right to display and advertise properties that receive matching funds under this Grant.

Applicants which applied for funding after June 19, 2023 but prior to adoption of this Program on October 23, 2023, may elect whether to seek funding under the former Retail Stimulus Program or this Program. Funding will only be provided under one program.

J. Controls and Oversight

Throughout the Program and Award process, a number of checks and balances are employed to ensure that the grant investment contributes to the Program goals. The grant has a 3-year term with the possibility of the full grant amount or partial amount to be repaid if the Grant Recipient vacates the property or changes use. For each year of occupancy by the Grant Recipient, the amount due to be repaid to the CRA by Grant Recipient's vacation of the premises or change in use will be pro-rated. Repayment of grant funds is triggered by the Grant Recipient's vacation of the premises and newly created vacant space with no plan to re-lease the property within a six (6) month timeframe to a business with a use that would otherwise have qualified under the DTO Retail Program. Additionally, if the Applicant vacates the property or changes use, the Manager must be notified.

K. Default

If a default or breach occurs as defined in the Funding Agreement, the Manager will contact the Grant Recipient in an effort to determine the reason for the default. If the Manager is not successful, he/she will inform the City Attorney's Office of the default. Once the City Attorney's Office confirms the default, the CRA Executive Director shall direct CRA staff to cease further payments to the business owner and instruct the City Attorney's Office to send a letter, notifying the business owner of the default and demanding reimbursement of funds paid to the

business as of the date of the default within thirty (30) days. The letter will also instruct the business owner to contact the Manager to discuss the matter. If the business owner either fails to respond to the demand letter within the requisite time period or does respond and proposes a payment schedule, the Manager will coordinate a meeting of the Default Committee. The Manager will send a letter to the business owner notifying him/her of the date and time of the meeting.

I. Default Committee

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

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

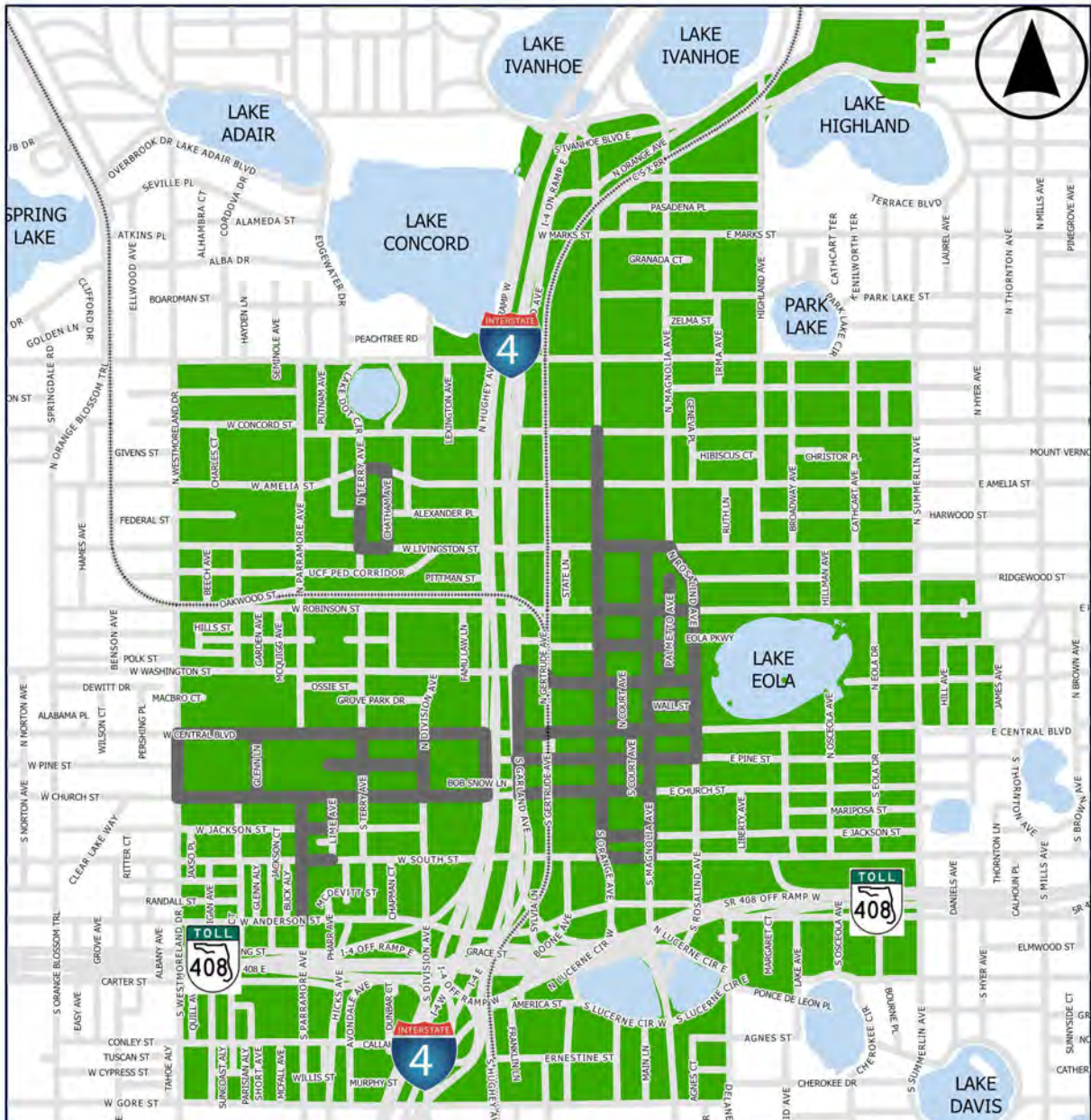
The CRA Executive Director or his/her designee will chair the Committee. The Manager will be a non-voting member of the Committee. The City Attorney's Office will provide legal counsel and advice to the Committee.

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

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

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

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



DTO Restaurant & Retail Programs

Focus Area Right-of-ways*

DTO Restaurant
DTO Retail

*Note: Properties fronting or abutting either side of the right-of-way used as identification are potentially eligible for the Focus Areas funding amount.



EXHIBIT “B”

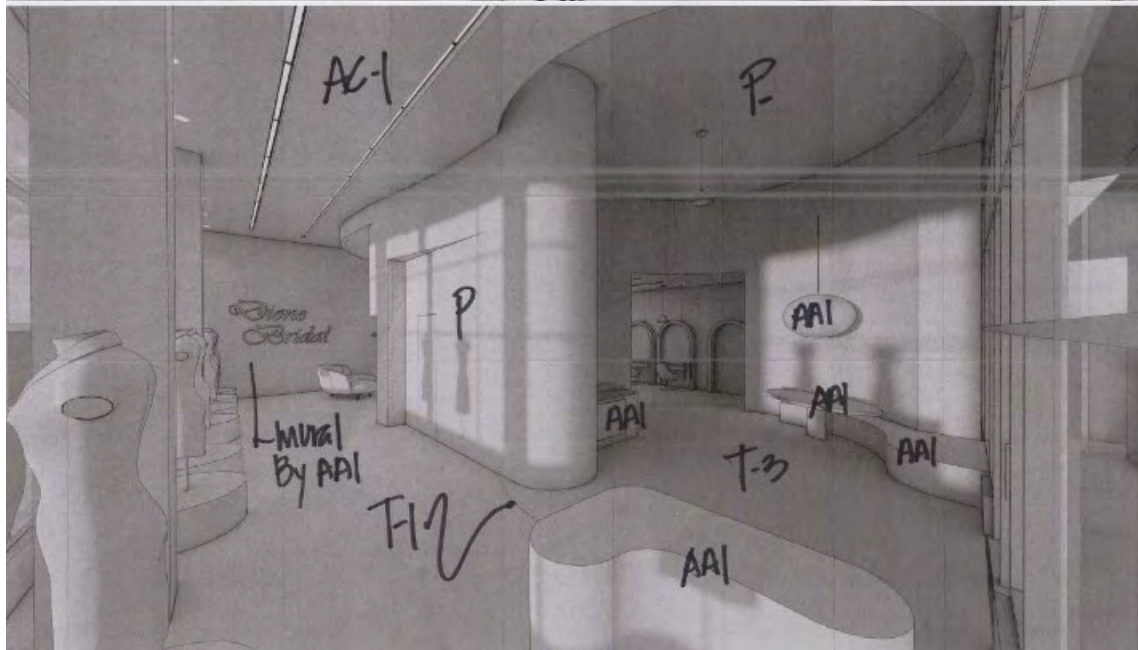
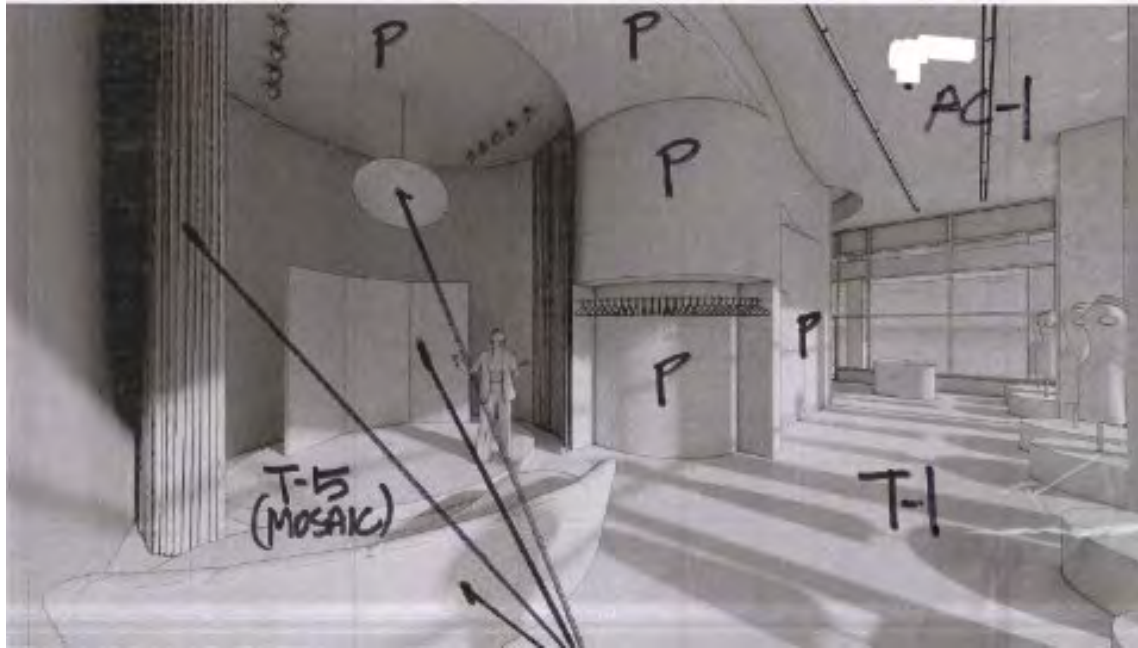
50 S. Rosalind Avenue, Suite D, Orlando, FL. 32801

Parcel ID: 25-22-29-5691-02-000

Improvements include:

Interior Electrical (includes lighting)	\$59,275.00
Interior Plumbing (includes bathrooms)	\$43,350.00
Interior HVAC equipment and system upgrades	\$65,300.00
Flooring	\$49,895.00
Interior Drywall	\$102,125.00
Doors	\$31,895.00
Masonry	\$32,957.00
Ceiling	\$31,525.00
Carpentry	\$41,250.00
Interior Life Safety Improvements	\$25,800.00
Total Bid Estimate	\$483,372.00





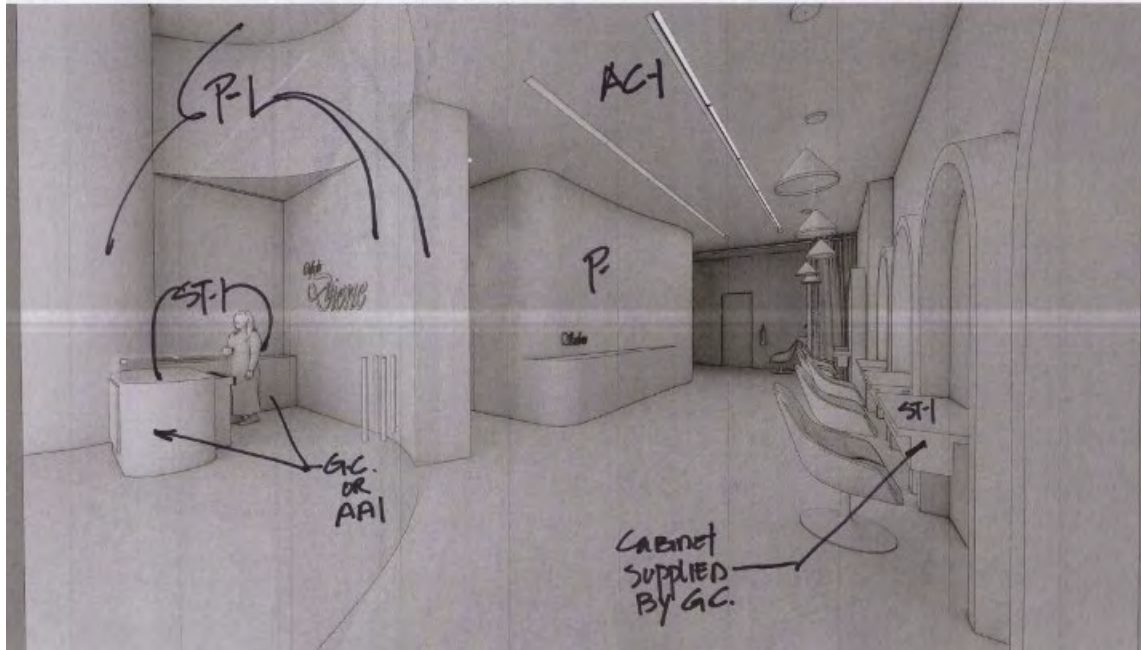




Exhibit “C”

Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the Community Redevelopment Agency of the City of Orlando (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A. Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CRA from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:
- **“Coercion”** means: (1) using or threatening to use physical force against any person; (2) restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; (3) using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; (4) destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; (5) causing or threatening to cause financial harm to any person; (6) enticing or luring any person by fraud or deceit; or (7) providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.
 - **“Labor”** means work of economic or financial value.
 - **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.
- B. Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

****Signature on following page****

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature:

Date: _____

Printed Name:

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____

CONTRACT

THIS CONTRACT ("Contract"), effective as of the ____ day of _____, 2026, is made by and between 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 the "CRA"; the City of Orlando, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City"; and Mears Destination Services, Inc. d/b/a Mears Transportation Group, hereinafter referred to as the "Contractor". 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 is to perform the work ("Work") as defined in the Contractor's proposal to the CRA and City ("Proposal"), which Proposal is attached hereto as Exhibit "A" and incorporated by reference herein and made a part hereof as fully as if herein set forth. Unless otherwise specified herein or in the Proposal, the Contractor is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work.

II. TERM OF CONTRACT

The period of this Contract shall begin on March 1, 2026 and end on September 30, 2026. This Contract may, by mutual written assent of the parties, be extended for four (4) additional one (1) year periods or portions thereof, up to a cumulative total of five (5) years.

III. COMPENSATION

The Contractor agrees to perform the Work and provide the services and materials as specified in its proposal to the CRA and City at the cost specified in said proposal. Unless otherwise provided in this Contract or in any document attached hereto or incorporated herein, any prices specified in this Contract will remain firm for the initial term of the Contract.

IV. PAYMENT

All invoices received by the CRA or City are payable within thirty (30) days from receipt, provided they have first been approved by the using department, and such department has accepted the Work. The CRA and City reserve the right, with justification, to partially pay any invoice submitted by the Contractor when requested to do so by the using department. All invoices shall be directed to the Accounts Payable Section, City of Orlando, 400 South Orange Avenue, Orlando, Florida, 32801-3302.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE CITY CONTRACT NUMBER AS STATED HEREIN.

V. FISCAL YEAR FUNDING APPROPRIATION

A. SPECIFIED PERIOD

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the CRA or City. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the CRA Board or City Council of funds therefor.

B. CANCELLATION DUE TO UNAVAILABILITY OF FUNDS IN SUCCEEDING FISCAL PERIODS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not amortized in the price of the supplies or services delivered under the contract or otherwise recoverable.

VI. GENERAL CONDITIONS

A. PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product or device in performance of the Work, which is the subject of patent rights or copyrights. Contractor shall, at its own expense, hold harmless and defend the CRA and City against any claim, suit or proceeding brought against the CRA or City which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The Contractor shall pay all damages and costs awarded against the CRA and/or City.

B. TERMINATION FOR DEFAULT

1. The performance of Work under this Contract may be terminated by the City's Chief Procurement Officer, in whole or in part, in writing, whenever the Chief Procurement Officer shall determine that the Contractor has failed to meet the performance requirements of this Contract.
2. The Chief Procurement Officer has a right to terminate for default if the Contractor fails to make delivery of the supplies or perform the Work, or if the Contractor fails to

perform the Work within the time specified in the Contract, or if the Contractor fails to perform any other provisions of the Contract.

C. TERMINATION FOR CONVENIENCE

The City's Chief Procurement Officer may terminate the Contract for convenience with advance written notice to the Contractor. In the event of such a termination by the CRA or City, the CRA shall be liable for the payment of all Work properly performed prior to the effective date of termination.

D. [RESERVED]

E. TIME OF COMPLETION

The parties understand and agree that time is of the essence in the performance of this Contract. The Contractor, the CRA, or the City, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, or any other causes, contingencies or circumstances not subject to the Contractor's, CRA's, or City's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the Contractor's, CRA's, or City's contractual obligations, respectively. Any such causes of delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the Contractor's, the CRA's, or the City's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules. However, under such circumstances as described herein, the City's Chief Procurement Officer may at their discretion, cancel this Contract for the convenience of the CRA or City.

F. INDEMNIFICATION AND INSURANCE

1. Indemnity

Indemnification shall be governed by the terms stated in the Contractor's Proposal.

2. Insurance

Prior to commencing and at all times during the performance of any work under this Agreement, Contractor (and any of its subcontractors performing work pursuant to this Agreement) shall maintain the following insurance policies to cover claims, liabilities, and damages arising from Contractor's and any of its subcontractors' activities: (i) Worker's Compensation and Employer's Liability Insurance at the statutory amount; (ii) Commercial General Liability ("CGL") Insurance with combined single limits of

One Million Dollars (\$1,000,000.00) per occurrence; and (iii) Comprehensive Automobile Liability Insurance with a combined single limit of One Million Dollars (\$1,000,000.00). The CRA and City, and the officers, elected officials, and employees of each, shall be added as an additional insured to the CGL policies and such policies shall be considered primary insurance without recourse to or contribution from any similar insurance carried by the CRA or City. Contractor shall provide to the City a copy of the applicable CGL insurance certificate(s) prior to any person entering upon CRA or City property related hereto. The Contractor and its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the CRA and City, and the officers, elected officials, agents and employees of each, and against other contractors and subcontractors.

G. [RESERVED]

H. ACCEPTANCE

The CRA and City will be deemed to have accepted the Work after the City's Chief Procurement Officer is notified by the CRA of its satisfaction that the work is completed.

I. CORRECTION OF WORK

The Contractor shall promptly correct all Work rejected by the CRA or City as failing to conform to this Contract. The Contractor shall bear all costs of correcting such rejected Work.

J. RIGHT TO AUDIT RECORDS

The CRA and City shall be entitled to audit the books and records of Contractor or any subcontractor to the extent that such books and records relate to the performance of the contract or any subcontract. The Contractor and its subcontractors shall retain and maintain financial records and other records relating to the contract for a period of five (5) years from the date of final payment under the contract and by the subcontractor for a period of five (5) years from the date of final payment under the subcontract unless a shorter period is otherwise authorized in writing by the CRA or City. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5-year period, whichever is later.

K. TIME IS OF THE ESSENCE

The parties agree that time is of the essence in the completion of the Work called for under this Contract. The Contractor agrees that all Work shall be executed regularly, diligently,

and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

L. INFORMATION

All information and data furnished to or developed for the CRA or City by the Contractor or its employees, pursuant to this Contract, excluding previously copywritten materials, shall be the sole property of the CRA or City, as appropriate; and all rights therein are reserved by the CRA or City, except that the Contractor may disclose any such information to its corporate affiliates and their agents.

M. EXTRA WORK

1. Requested by City

The CRA and City, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work ordered by the CRA and City shall be authorized by written Addendum to this Contract, and shall be executed under the applicable conditions of the Contract.

2. Additional Work Discovered by Contractor

If the Contractor plans to make a claim for an increase in the Contract price based upon new or unforeseen circumstances which result in the need for additional work outside the scope of the original Work, Contractor shall first before providing any additional goods or services related to such additional work give the CRA and City written notice thereof and secure the prior written approval of the City's Chief Procurement Officer. No claim for extra work will be considered valid by the CRA or City unless first submitted in writing and approved in writing by the Chief Procurement Officer.

N. FAMILIARITY WITH THE WORK

The Contractor by executing this Contract, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. Neither the CRA nor the City will be responsible for any alleged misunderstanding of the Work to be furnished or completed, nor any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the Contractor serves as its stated commitment to fulfill all the conditions referred to in this Contract.

O. TITLE AND RISK OF LOSS

The title and risk of loss to the Work shall pass from the Contractor to the CRA and City upon the CRA's final acceptance of the Work.

VIII. MISCELLANEOUS PROVISIONS

- A. The Contractor shall not employ subcontractors without the advance written permission of the Chief Procurement Officer. This provision shall not require written permission for, or otherwise preclude Contractor from, subcontracting vehicles for Contractor's use as provided in the Proposal.
- B. Assignment of this Contract shall not be made without the advance written consent of the Chief Procurement Officer.
- C. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Chief Procurement Officer or designee.
- D. The Contractor is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- E. All disputes between the parties shall be resolved in accordance with the City's Procurement Code, (Chapter 7 of the City Code).
- F. This Contract is considered a non-exclusive Contract between the parties.
- G. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida.
- H. Any litigation arising out of this Contract shall be had in the Courts of Orange County, Florida.
- I. Contractor shall comply with all applicable federal, state, and local laws in the performance of work under the contract. To the extent applicable, Contractor shall comply with Florida public records laws, including Sections 119.0701(2) (b) 1 through 4 of the Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK OR THE CITY'S RECORDS AND ARCHIVES MANAGER, AT RECORDS@CITYOFORLANDO.NET, TELEPHONE NUMBER (407) 246-2148, 400 S. ORANGE AVE., ORLANDO, FL 32801.

J. **Notices.**

All notices required or permitted to be given under this Agreement must be in writing and must be delivered to a party at the addresses set forth below (or such other address as may

hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

CRA: David Barilla
Executive Director
Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, Florida 32801
Fax: (407) 246-3359
Phone: (407) 246-3703

City: David Billingsley
Chief Procurement Officer
City of Orlando
400 South Orange Avenue, 4th floor
Orlando, Florida 32801
Fax: (407) 246-2869
Phone: (407) 246-2897

Contractor: Daniel W. Ford
Executive Vice President
Mears Destination Services, Inc.
324 West Gore Street
Orlando, Florida 32806
Fax: _____
Phone: _____

- K. Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using a telecopier number provided above, if any (or such other number as receiving party may

have designated in writing), in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the day of transmission is a business day in the City of Orlando, Florida, and the time of transmission is prior to 5:00 p.m. EST, or, if not, the first City business day after the transmission.

- L. The undersigned hereby certifies that this Contract is made without prior understanding, agreement or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to Contractor, the undersigned hereby warrants and certifies that they are authorized to enter into this Contract and to execute same on behalf of the Contractor as the act of the said Contractor.
- M. Contractor certifies that no officer or employee of the CRA or City, nor their spouse or child, serves as an officer, partner, director, or proprietor of, nor has a material interest in Contractor.
- N. If this Contract is for a contract for goods or services of one hundred thousand dollars or more, Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and is not engaged in a boycott of Israel. In addition, if this Contract is for a contract for goods or services of one million dollars or more, Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes and is not engaged in business operations in Cuba or Syria. Contractor shall be required to recertify the aforementioned certifications at each renewal of the Contract. The CRA or City may terminate the Contract if Contractor is found to have submitted a false certification pursuant to this sub-section, is placed on any of these lists by the State of Florida, or engages in business operations in Cuba or Syria.
- O. The Contract is subject to the terms, conditions, provisions and requirements of Section 448.095 of the Florida Statutes which is incorporated herein by this reference, including but not limited to the requirement that Contractor, and any subcontractors thereof, register with and use the E-Verify system to verify the work authorization status of all new employees.
- P. This Contract is subject to the terms, conditions, provisions and requirements of Section 787.06 of the Florida Statutes and Contractor hereby represents, warrants, and certifies that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida

Statutes and that Contractor has provided the Human Trafficking Affidavit attached hereto as **Attachment 1.**

- Q. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto. In the event of any dispute or conflict between the provisions of this Contract and any exhibit or attachment hereto, the terms of this Contract shall control.
- R. The City's Chief Procurement Officer or written designee shall have authority to act on behalf of the CRA and/or City in matters related to this Contract, including but not limited to the sending and receiving of any notices required hereunder.
- S. If any section, sentence, clause, phrase, provision, or other portion of this Contract is, for any reason, held invalid or unconstitutional by a court or other body of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of the Contract.
- T. This Contract is solely for the benefit of the parties to the Contract and no causes of action shall accrue upon or by reason hereof to or for the benefit of any third parties.
- U. This Contract may be executed in one of more counterparts by the parties. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service) shall be deemed original signatures and binding upon the parties.

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

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA
COMMUNITY REDEVELOPMENT AGENCY

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

By: _____

Date: _____, 2026

Chief Procurement Officer
David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2026

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

PROCUREMENT AND CONTRACTS DIVISION
CITY OF ORLANDO, FLORIDA

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

By: _____

Date: _____, 2026

Chief Procurement Officer
David Billingsley, CPSM, C.P.M.
Name, Typed or Printed

Date: _____, 2026

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

Contractor

By: _____
Signature

CORPORATE SEAL

Name & Title, Typed or Printed

Name of Company, Corp., etc.

Mailing Address

City, State and Zip

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”

CONTRACTOR’S PROPOSAL

Attachment 1.
Human Trafficking Affidavit

Instruction: “Vendor”, defined as any person or nongovernmental entity seeking to engage in business with the City of Orlando (“City”) or its Community Redevelopment Agency (“CRA”), must complete the following form.

The undersigned, on behalf of Vendor, hereby attests as follows:

- A.** Vendor understands and affirms that Section 787.06(13), Florida Statutes, prohibits the CRA and City from executing, renewing, or extending a contract to entities that use coercion for labor or services.
- B.** Vendor hereby attests, under penalty of perjury, that Vendor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Vendor. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Vendor: _____

Authorized Signature: _____ **Date:** _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____



Proposal for Senior Transportation Services

1. Introduction

Mears Transportation Group ("Mears") is pleased to submit this proposal to the City of Orlando and the City of Orlando Community Redevelopment Agency (CRA) to provide senior transportation services for downtown residents.

This program will connect senior residents living in eleven downtown housing complexes to key retail and service destinations through safe, reliable, and ADA-accessible fixed-route transportation. The program is designed to enhance mobility, improve access to essential goods and services, and foster independence and social connection among downtown Orlando's senior population.

2. Program Overview

Program Duration: Approximately 7 Months

Start Date: March 1, 2026

End Date: September 30, 2026

Service Days: Tuesday, Wednesday, and Thursday

Service Hours: 8 hours per day

Vehicles: Two (2) ADA-accessible vans operated by Mears

Mears will manage all aspects of the transportation, including routing, driver scheduling, vehicle maintenance, safety compliance, and reporting.

3. Participating Senior Housing Communities

The proposed service will provide transportation to residents of the following eleven (11) senior housing complexes in downtown Orlando:

1. Magnolia Towers
2. Kinneret Apartments
3. Orlando Cloisters
4. Westminster Plaza
5. The Roberts
6. Hillcrest Hampton House
7. William Booth Towers
8. Westminster Towers
9. Orlando Lutheran Towers
10. Jackson Court Apartments
11. Villas at Carver Park

(Locations are subject to change)

4. Service Design: Fixed-Route Shuttle

The service will operate as a fixed-route shuttle, offering convenient and recurring access to shopping, grocery, and service destinations in Downtown Orlando, Colonial Drive, and SoDo areas.

a. Downtown/Colonial Drive Route

Regular stops will include:

- iFresh Market (Colonial Drive)
- ALDI (Colonial Drive)
- Target (Colonial Drive)
- Publix Super Market at the Paramount

b. SoDo Route

Regular stops will include:

- Publix Super Market at The Market at Southside
- Dollar Tree
- Freshfields Farm
- Walmart Neighborhood Market

Additional stops may be added or adjusted in consultation with the CRA's Executive Director or designee, Mears Transportation, or designee to meet resident needs and enhance service convenience.

5. Holiday Schedule

Transportation services will not operate on the following holidays:

- New Year's Day
- Martin Luther King, Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

When a holiday falls on a regularly scheduled service day, affected senior housing complexes will be reassigned to another service day within the same week.

6. Accessibility Commitment

Mears is committed to ensuring full compliance with the Americans with Disabilities Act (ADA). All vehicles used in this program will be ADA-accessible, equipped with lifts or ramps, and operated by drivers trained to assist passengers with mobility devices and special needs.

7. Operations and Oversight

- **Drivers:** Professionally licensed and trained in senior passenger assistance and ADA safety standards.
- **Vehicles:** Regularly inspected and maintained to ensure comfort and safety.
- **Insurance:** Full coverage including liability, vehicle, and workers' compensation per City of Orlando requirements.
- **Coordination:** Mears will work closely with City and CRA staff to refine routes and schedules as needed.

8. Reporting and Evaluation

- Mears will provide monthly ridership statistics
- Mears will provide recommendations for service adjustments

- Mears will provide reports on service failures and safety incidents as they occur

9. Program Goals

This senior transportation initiative aims to:

- Improve access to groceries, pharmacies, and essential services.
- Reduce transportation barriers for older adults.
- Support the health, independence, and quality of life of downtown Orlando’s senior residents.

10. Implementation Schedule

Milestone	Date
Service Start	March 1, 2026
Monthly Reports	The report for each month’s services is due in the first week of the following month.
Final Date of Service	September 30, 2026
Final Summary Report	October 12, 2026

11. Cost Proposal (Exhibit A)

The cost estimate in Exhibit A outlines all operational expenses, including driver labor, vehicle use, fuel, insurance and administrative support for the agreement period.

The total program cost will be based on the number of service days and total operating hours defined in this proposal. Costs subject to change beginning January 2027.

ESTIMATED BILLING SUMMARY - SCOPE OF WORK

DATE	DESCRIPTION OF SERVICES	QUANTITY	UNIT PRICE	TOTAL
MAR 2026 - SEPT 2026	<u>2 ADA Vans for 24 hours per week (8hrs per day) - Tues., Wed., & Thurs.</u>	2	\$93.10	
March 2026				
3/3/26 - 3/5/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
3/10/26 - 3/12/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
3/17/26 - 3/19/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
3/24/26 - 3/26/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
April 2026				
3/31/26 - 4/2/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
4/7/26 - 4/9/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
4/14/26 - 4/16/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
4/21/26 - 4/23/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
4/28/26 - 4/30/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
May 2026				
5/5/26 - 5/7/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
5/12/26 - 5/14/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
5/19/26 - 5/21/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
5/26/26 - 5/28/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
June 2026				
6/2/26 - 6/4/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
6/9/26 - 6/11/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
6/16/26 - 6/18/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
6/23/26 - 6/25/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
July 2026				

6/30/26 - 7/2/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/7/26 - 7/9/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/14/26 - 7/16/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/21/26 - 7/23/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/28/26 - 7/30/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
August 2026					
8/4/26 - 8/6/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/11/26 - 8/13/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/18/26 - 8/20/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/25/26 - 8/27/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
September 2026					
9/1/26 - 9/3/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/8/26 - 9/10/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/15/26 - 9/17/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/22/26 - 9/24/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/29/26 - 9/30/26	2 Vans for 8 hours per day (3 days per week)	16	\$93.10		\$1,489.60
Estimated Program Charges					\$68,521.60

DATE	DESCRIPTION OF SERVICES	QUANTITY	UNIT PRICE	TOTAL
OCT 2026 - SEPT 2027	<u>2 ADA Vans for 24 hours per week (8hrs per day) - Tues., Wed., & Thurs.</u>	2	\$93.10	
October 2026				
10/1/26	2 Vans for 8 hours per day (3 days per week)	8	\$93.10	\$744.80
10/6/26 - 10/8/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
10/13/26 - 10/15/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
10/20/26 - 10/22/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
10/27/26 - 10/29/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
November 2026				
11/3/26 - 11/5/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
11/10/26 - 11/12/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
11/17/26 - 11/19/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
11/23/26 - 11/25/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
December 2026				
12/1/26 - 12/3/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
12/8/26 - 12/10/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
12/15/26 - 12/17/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
12/21/26 - 12/23/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
12/29/26 - 12/31/26	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
January 2027				
1/5/27 - 1/7/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
1/12/27 - 1/14/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
1/19/27 - 1/21/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
1/26/27 - 1/28/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40

February 2027				
2/2/27 - 2/4/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
2/9/27 - 2/11/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
2/16/27 - 2/18/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
2/23/27 - 2/25/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
March 2027				
3/2/27 - 3/4/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
3/9/27 - 3/11/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
3/16/27 - 3/18/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
3/23/27 - 3/25/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
3/30/27 - 4/1/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
April 2027				
4/6/27 - 4/8/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
4/13/27 - 4/15/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
4/20/27 - 4/22/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
4/27/27 - 4/29/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
May 2027				
5/4/27 - 5/6/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
5/11/27 - 5/13/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
5/18/27 - 5/20/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
5/25/27 - 5/27/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
June 2027				
6/1/27 - 6/3/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
6/8/27 - 6/10/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
6/15/27 - 6/17/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
6/22/27 - 6/24/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
6/29/27 - 7/1/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
July 2027				
7/6/27 - 7/8/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40

7/13/27 - 7/15/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/20/27 - 7/22/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/27/27 - 7/29/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
August 2027					
8/3/27 - 8/5/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/10/27 - 8/12/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/17/27 - 8/19/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/24/27 - 8/26/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
September 2027					
8/31/27 - 9/2/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/7/27 - 9/9/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/14/27 - 9/16/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/21/27 - 9/23/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/28/27 - 9/30/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
Estimated Program Charges					\$116,933.60

DATE	DESCRIPTION OF SERVICES	QUANTITY	UNIT PRICE	TOTAL
OCT 2027 - SEPT 2028	<u>2 ADA Vans for 24 hours per week (8hrs per day) - Tues., Wed., & Thurs.</u>	2	\$93.10	
October 2027				
10/5/27 - 10/7/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
10/12/27 - 10/14/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
10/19/27 - 10/21/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
10/26/27 - 10/28/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
November 2027				
11/2/27 - 11/4/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
11/9/27 - 11/11/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
11/16/27 - 11/18/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
11/22/27 - 11/24/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
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11/30/27 - 12/2/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
12/7/27 - 12/9/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
12/14/27 - 12/16/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
12/21/27 - 12/23/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
12/28/27 - 12/30/27	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
January 2028				
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1/11/28 - 1/13/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
1/18/28 - 1/20/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
1/25/28 - 1/27/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
February 2028				
2/1/28 - 2/3/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40

2/8/28 - 2/10/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
2/15/28 - 2/17/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
2/22/28 - 2/24/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
March 2028					
2/29/28 - 3/2/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
3/7/28 - 3/9/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
3/14/28 - 3/16/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
3/21/28 - 3/23/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
3/28/28 - 3/30/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
April 2028					
4/4/28 - 4/6/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
4/11/28 - 4/13/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
4/18/28 - 4/20/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
4/25/28 - 4/27/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
May 2028					
5/2/28 - 5/4/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
5/9/28 - 5/11/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
5/16/28 - 5/18/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
5/23/28 - 5/25/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
5/30/28 - 6/1/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
June 2028					
6/6/28 - 6/8/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
6/13/28 - 6/15/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
6/20/28 - 6/22/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
6/27/28 - 6/29/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
July 2028					
7/3/28 - 7/6/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40

7/11/28 - 7/13/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/18/28 - 7/20/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/25/28 - 7/27/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
August 2028					
8/1/28 - 8/3/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/8/28 - 8/10/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/15/28 - 8/17/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/22/28 - 8/24/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/29/28 - 8/31/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
September 2028					
9/5/28 - 9/7/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/12/28 - 9/14/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/19/28 - 9/21/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/26/28 - 9/28/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
Estimated Program Charges					\$116,188.80

DATE	DESCRIPTION OF SERVICES	QUANTITY	UNIT PRICE		TOTAL
OCT 2028 - SEPT 2029	<u>2 ADA Vans for 24 hours per week (8hrs per day) - Tues., Wed., & Thurs.</u>	2	\$93.10		
October 2028					
10/3/28 - 10/5/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
10/10/28 - 10/12/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
10/17/28 - 10/19/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
10/24/28 - 10/26/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
November 2028					
10/31/28 - 11/2/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
11/7/28 - 11/9/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
11/14/28 - 11/16/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
11/20/28 - 11/22/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
11/28/28 - 11/30/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
December 2028					
12/5/28 - 12/7/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
12/12/28 - 12/14/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
12/19/28 - 12/21/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
12/26/28 - 12/28/28	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
January 2029					
1/2/29 - 1/4/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
1/9/29 - 1/11/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
1/16/29 - 1/18/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
1/23/29 - 1/25/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40

1/30/29 - 2/1/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
February 2029					
2/6/29 - 2/8/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
2/13/29 - 2/15/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
2/20/29 - 2/22/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
2/27/29 - 3/1/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
March 2029					
3/6/29 - 3/8/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
3/13/29 - 3/15/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
3/20/29 - 3/22/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
3/27/29 - 3/29/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
April 2029					
4/3/29 - 4/5/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
4/10/29 - 4/12/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
4/17/29 - 4/19/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
4/24/29 - 4/26/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
May 2029					
5/1/29 - 5/3/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
5/8/29 - 5/10/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
5/15/29 - 5/17/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
5/22/29 - 5/24/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
5/29/29 - 5/31/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
June 2029					
6/5/29 - 6/7/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40

6/12/29 - 6/14/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
6/19/29 - 6/21/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
6/26/29 - 6/28/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
July 2029					
7/3/29 - 7/6/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/10/29 - 7/12/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/17/29 - 7/19/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/24/29 - 7/26/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
August 2029					
7/31/29 - 8/2/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/7/29 - 8/9/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/14/29 - 8/16/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/21/29 - 8/23/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/28/29 - 8/30/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
September 2029					
9/4/29 - 9/6/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/11/29 - 9/13/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/18/29 - 9/20/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/25/29 - 9/27/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
Estimated Program Charges					\$116,188.80

DATE	DESCRIPTION OF SERVICES	QUANTITY	UNIT PRICE	TOTAL
OCT 2029 - SEPT 2030	<u>2 ADA Vans for 24 hours per week (8hrs per day) - Tues., Wed., & Thurs.</u>	2	\$93.10	
October 2029				
10/2/29 - 10/4/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
10/9/29 - 10/11/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
10/16/29 - 10/18/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
10/23/29 - 10/25/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
10/30/29 - 11/1/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
November 2029				
11/6/29 - 11/8/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
11/13/29 - 11/15/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
11/19/29 - 11/21/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
11/27/29 - 11/29/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
December 2029				
12/4/29 - 12/6/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
12/11/29 - 12/13/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
12/18/29 - 12/20/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
12/26/29 - 12/28/29	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
January 2030				
1/2/30 - 1/4/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
1/8/30 - 1/10/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
1/15/30 - 1/17/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
1/22/30 - 1/24/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
1/29/30 - 1/31/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40

February 2030				
2/5/30 - 2/7/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
2/12/30 - 2/14/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
2/19/30 - 2/21/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
2/26/30 - 2/28/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
March 2030				
3/5/30 - 3/7/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
3/12/30 - 3/14/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
3/19/30 - 3/21/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
3/26/30 - 3/28/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
April 2030				
4/2/30 - 4/4/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
4/9/30 - 4/11/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
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5/14/30 - 5/16/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
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5/28/30 - 5/30/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
June 2030				
6/4/30 - 6/6/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
6/11/30 - 6/13/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
6/18/30 - 6/21/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
6/25/30 - 6/27/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10	\$2,234.40
July 2030				

7/2/30 - 7/5/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/9/30 - 7/11/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/16/30 - 7/18/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/23/30 - 7/25/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
7/30/30 - 8/1/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
August 2030					
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8/13/30 - 8/15/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/20/30 - 8/22/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
8/27/30 - 8/29/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
September 2030					
9/3/30 - 9/5/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/10/30 - 9/12/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/17/30 - 9/19/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
9/24/30 - 9/26/30	2 Vans for 8 hours per day (3 days per week)	24	\$93.10		\$2,234.40
Estimated Program Charges					\$116,188.80

12. Terms & Conditions:

I authorize the services detailed above & understand the client is responsible for the greater of the anticipated charges above or the charges for the actual hours/vehicles used subject to the following:

CANCELLATION POLICY:

*** All Other Fleets (Motorcoach, Stretch Limousine, Shuttle Van, and Executive Van):**

No charge if cancelled more than 3 days prior to scheduled pick-up time.

100% charge if cancelled/changed less than 3 days prior to scheduled pick-up time.

Out of State transfers require 7 days' notice.

One Way Transfers - Customers may incur minimum Charter hours applicable to each vehicle type after 15 minutes of wait time from designated pick-up time.

*** Staff policy:**

No charge if cancelled more than 3 days prior.

5 hour minimum if cancelled/changed within 3 days.

IMPORTANT INFORMATION FOR NON-AIRPORT TRIPS:

Mears is not responsible for traffic delays that result in additional time on hourly charter moves and will be invoiced based on actual hours.

ADDITIONAL REQUESTS:

Additional buses added after initial order may result in additional cost or rate changes.

PAYMENT POLICY:

Mears Transportation invoices on a weekly basis, payment terms are NET30 from invoice date.

Pricing applicable for payments made by ACH, Wire or Company Check. We do not assume any charges for ACH or Wire Transfers.

All payments settled by credit card will be subject to 3% processing and convenience fee. Final payment is due 5 days before the first transfer.

Mears Transportation reserves the right, in its sole discretion, to sub-contract vehicles from other transportation entities as needed to meet its obligations under this agreement. Sub-contracted vehicles will be treated as existing shuttle vans for purposes of cancellation policy.

MUTUAL INDEMNIFICATION:

Each Party hereby covenants and agrees to indemnify, save and hold harmless the other Party, its parent company, subsidiaries, affiliates and their directors, officers and employees, free and clear, from and against any and all liabilities, losses, costs, expenses (including reasonable attorneys' fees), judgments, claims, claims of copyright infringement, administration of claims, liens and demands of any kind whatsoever caused by, resulting from or in any way connected with their own (i) negligent acts or omissions, or the negligent acts or omissions of their agents, contractors, employees, members, or attendees in connection with the service provided and/or (ii) their breach of any of the representations or warranties set forth in this Agreement. With regard to the City and CRA, the foregoing indemnification shall not constitute a waiver of the sovereign immunity of either nor of the immunity limits established in Florida Statutes Section 768.28(5)(a), to which limits this indemnification shall be subject whether the foregoing statute shall apply or not.

Vendor: Name: Mears Destination Services, Inc dba Mears Transportation Group Address: 324 West Gore St. Orlando, Florida 32806 _____	_____ Authorized Company Representative Date _____ Print Name
City of Orlando: City of Orlando 400 South Orange Avenue Orlando, FL 32801	_____ Authorized Representative Date _____ Print Name
Community Redevelopment Agency: City of Orlando CRA 400 South Orange Avenue Orlando, FL 32801	_____ Authorized Representative Date _____ Print Name

**GMP AMENDMENT FOR THE
UNDER-I CANOPY PROJECT
BETWEEN THE CITY OF ORLANDO, THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO,
AND THE WHITING-TURNER CONTRACTING COMPANY**

Pursuant to the Agreement for Construction Management Services for RFP25-0070, Under-I “The Canopy” Project (“Agreement”) dated June 13, 2025, between the **City of Orlando, Florida**, hereinafter referred to as “City,” the **Community Redevelopment Agency of the City of Orlando**, hereinafter referred to as the “CRA”, and **The Whiting-Turner Contracting Company**, hereinafter referred to as “Construction Manager”, the City and Construction Manager, in consideration of the promises and mutual covenants herein contained and given one party to the other, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

1. Guaranteed Maximum Price (“GMP”).

1.1 Pursuant to Article 7 of the Agreement, this GMP Amendment for the Under-I “The Canopy” Project is a not to exceed amount of **Thirty Million Dollars (\$30,000,000.00)**.

1.2 This GMP Amendment, and the Guaranteed Maximum Price set forth in Section 1.1, is based upon the drawings and specifications identified in Exhibit A, which are not fully complete and are issued for pricing purposes only. The Parties acknowledge that the GMP has been established prior to the completion of the Construction Documents and is therefore subject to the assumptions, clarifications, exclusions, and allowances set forth in Exhibit B. The Contractor has included in the GMP all Work that is reasonably inferable from the documents listed in Exhibit A and clarified through Exhibit B. Contractor shall not be required to perform work that is neither expressly described nor reasonably inferable, attributable to errors, omissions or inconsistencies in such documents without an adjustment to the GMP. To the extent the final Drawings and Specifications exceed the scope, performance criteria, or assumptions upon which the GMP was based, the GMP shall be equitably adjusted or the scope of work amended to meet the GMP value. Contractor shall provide a reconciliation of the GMP against the completed documents. Notwithstanding anything in the Contract Documents to the contrary, Exhibit B shall take priority in the event of any conflict between the Contract Documents, including without limitation any conflict between Exhibit B and Article 7 of the Agreement.

1.3 This GMP Amendment is contingent upon the full approval of the Florida Department of Transportation (“FDOT”) and Federal Highway Administration (“FHWA”). In the event approval is not given by either FDOT or FHWA, then the Parties may terminate the Agreement in accordance with Article 14 of the Agreement.

2. Schedule and Substantial Completion.

2.1 The City and Construction Manager recognize that time is of the essence of the Agreement and Construction Manager recognizes that the City will suffer financial loss if the

work and certain designated portions thereof is not substantially completed by TBD and incorporated to the GMP by Change Order, plus any extensions thereof allowed in accordance with Article 10 of the Agreement. The parties also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual delay damages (excluding architect-engineering fees and inspection costs) suffered by the City if the work is not completed on time. Accordingly, the Construction Manager agrees to pay City as liquidated damages One Thousand Dollars and zero cents (\$1,000) per day for each day the Construction Manager exceeds the contract time stated above. The Construction Manager shall pay or reimburse, in addition to the liquidated damages specified herein, the City's expenses for architect-engineering fees and inspection costs arising from the Construction Manager's delay in meeting either or both the substantial and final completion dates. The work shall be completed and ready for final payment in accordance with Article 12.2 of the Agreement within thirty (30) days after the actual date of substantial completion, unless agreed to otherwise by both parties in writing.

Dated this _____ day of _____, 2026.

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

CITY OF ORLANDO

By: _____
Chief Procurement Officer, City of Orlando

DAVID BILLINGSLEY, CPSM, C.P.M.

Date: _____, 2026

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

Date: _____, 2026

ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

**COMMUNITY REDEVELOPMENT AGENCY
FOR THE CITY OF ORLANDO, FLORIDA**

By: _____
Chief Procurement Officer, City of Orlando

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

Date: _____, 2026

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

Date: _____, 2026

CHIEF ASSISTANT CITY ATTORNEY
ORLANDO, FLORIDA

CONTRACTOR:
THE WHITING-TURNER CONTRACTING COMPANY

By: _____

Name, Typed or Printed

Date: _____, 2026

WITNESS:

(CORPORATE SEAL)

(Print Name)

STATE OF FLORIDA}

COUNTY OF ORANGE}

PERSONALLY APPEARED before me, the undersigned
authority,
_____, [] well known to me or [] who has produced his/her _____
as identification, and known by me to be the _____ of
the corporation named above, and acknowledged before me that he/she executed the foregoing
instrument 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 _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

**EXHIBIT “A”
DRAWING AND SPECIFICATIONS**

Canopy - Drawing Log

Exhibit A

Drawing Number	Drawing Name	Revision Date
G-01	SHEET INDEX	12-01-2025
C-00	OVERALL SITE PLAN & GENERAL NOTES	12-01-2025
C-01	EXISTING SITE AND DEMOLITION PLAN	12-01-2025
C-02	EXISTING SITE AND DEMOLITION PLAN	12-01-2025
C-03	EXISTING SITE AND DEMOLITION PLAN	12-01-2025
C-04	EXISTING SITE AND DEMOLITION PLAN	12-01-2025
C-05	SITE PLAN	12-01-2025
C-06	SITE PLAN	12-01-2025
C-07	SITE PLAN	12-01-2025
C-08	SITE PLAN	12-01-2025
C-09	GEOMETRY PLAN	12-01-2025
C-10	GEOMETRY PLAN	12-01-2025
C-11	GEOMETRY PLAN	12-01-2025
C-12	GEOMETRY PLAN	12-01-2025
C-13	GRADING AND DRAINAGE PLAN	12-01-2025
C-14	GRADING AND DRAINAGE PLAN	12-01-2025
C-15	GRADING AND DRAINAGE PLAN	12-01-2025
C-16	GRADING AND DRAINAGE PLAN	12-01-2025
C-17	UTILITY PLAN	12-01-2025
C-18	UTILITY PLAN	12-01-2025
C-19	UTILITY PLAN	12-01-2025
C-20	UTILITY PLAN	12-01-2025
C-21	SIGNING AND PAVEMENT MARKINGS PLAN	12-01-2025
C-22	SIGNING AND PAVEMENT MARKINGS PLAN	12-01-2025
C-23	SIGNING AND PAVEMENT MARKINGS PLANS	12-01-2025
C-24	SIGNING AND PAVEMENT MARKING PLANS	12-01-2025
C-25	TEMPORARY TRAFFIC CONTROL PLANS	12-01-2025
C-26	TEMPORARY TRAFFIC CONTROL PLANS	12-01-2025
C-27	TEMPORARY TRAFFIC CONTROL PLANS	12-01-2025
C-28	TEMPORARY TRAFFIC CONTROL PLANS	12-01-2025
C-29	SWPPP - 1 LEGEND AND DETAILS	12-01-2025
C-30	SPPP - 2 NOTES	12-01-2025
C-32	CIVIL DETAILS	12-01-2025
C-33	CIVIL DETAILS	12-01-2025
C-34	CIVIL DETAILS	12-01-2025
L-001	HARDSCAPE GENERAL NOTES	12-01-2025
L100	HARDSCAPE KEY SHEET	12-01-2025
L-011	LAYOUT PLAN 1	12-01-2025
L-012	LAYOUT PLAN 2	12-01-2025
L-013	LAYOUT PLAN 3	12-01-2025
L-014	LAYOUT PLAN 4	12-01-2025
L-111	MATERIAL PLAN 1	12-01-2025
L-112	MATERIAL PLAN 2	12-01-2025
L-113	MATERIAL PLAN 3	12-01-2025
L-114	MATERIAL PLAN 4	12-01-2025
L-121	GRAPHIC PATTERN PLAN 1	12-01-2025
L-122	GRAPHIC PATTERN PLAN 2	12-01-2025
L-123	GRAPHIC PATTERN PLAN 3	12-01-2025

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L-124	GRAPHIC PATTERN PLAN 4	12-01-2025
L-230	FURNITURE DETAILS	12-01-2025
L-231	SITE FURNISHING PLAN	12-01-2025
L-232	SITE FURNISHING PLAN	12-01-2025
L-233	SITE FURNISHING PLAN	12-01-2025
L-234	SITE FURNISHING PLAN	12-01-2025
L-235	SITE FURNISHING DETAILS & SCHEDULE	12-01-2025
L-236	SITE FURNISHING PLAN ENLARGEMENT	12-01-2025
L-237	SITE FURNISHING DETAILS	12-01-2025
L-300	MATERIALS SCHEDULE	12-01-2025
L-601	WALL DETAIL	12-01-2025
L-700	IRRIGATION LEGEND AND NOTES	12-01-2025
L-710	IRRIGATION PLAN	12-01-2025
L-711	IRRIGATION PLAN	12-01-2025
L-712	IRRIGATION PLAN	12-01-2025
L-713	IRRIGATION PLAN	12-01-2025
L-720	IRRIGATION DETAILS	12-01-2025
L-721	IRRIGATION DETAILS	12-01-2025
L-800	LANDSCAPE PLANTING KEY SHEET	12-01-2025
L-810	PLANTING PLAN	12-01-2025
L-811	PLANTING PLAN	12-01-2025
L-812	PLANTING PLAN	12-01-2025
L-813	PLANTING PLAN	12-01-2025
L-820	TREE SCHEDULE	12-01-2025
L-821	SHRUB & GROUND COVER SCHEDULE	12-01-2025
L-822	LANDSCAPE GENERAL NOTES	12-01-2025
L-829	LANDSCAPE DETAILS	12-01-2025
L-830	LANDSCAPE DETAILS	12-01-2025
L-831	LANDSCAPE PLAN ENLARGEMENT	12-01-2025
L-832	LANDSCAPE DETAILS	12-01-2025
L-833	LANDSCAPE DETAILS	12-01-2025
S001	GENERAL NOTES 1	12-01-2025
S002	GENERAL NOTES 2	12-01-2025
S003	GENERAL NOTES 3	12-01-2025
S004	ABBREVIATIONS & SYMBOLS 1	12-01-2025
S005	ABBREVIATIONS & SYMBOLS 2	12-01-2025
S101	RESTROOM FOUNDATION PLAN	12-01-2025
S102	RESTROOM SLAB ON GRADE	12-01-2025
S103	RESTROOM ROOF PLAN	12-01-2025
S201	RESTROOM - SECTIONS	12-01-2025
S301	TYPICAL DETAILS - 1	12-01-2025
S302	TYPICAL DETAILS - 2	12-01-2025
S303	TYPICAL DETAILS - 3	12-01-2025
S304	TYPICAL DETAILS - 4	12-01-2025
S-01	TRUSS FOUNDATION DETAIL	12-01-2025
S-02	TREE FOUNDATION DETAIL	12-01-2025
G-001	PROJECT DATA & SHEET INDEX	12-01-2025
LS-001	LIFE SAFETY PLAN	12-01-2025
A-001	GENERAL NOTES	12-01-2025

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A-002	GENERAL NOTES	12-01-2025
A-003	TYPICAL ADA MOUNTING HEIGHTS	12-01-2025
A-004	TYPICAL ADA CLEARANCES	12-01-2025
A-100	SITE PLAN	12-01-2025
A-101	FLOOR PLAN	12-01-2025
A-102	REFLECTED CEILING PLAN	12-01-2025
A-103	ROOF PLAN	12-01-2025
A-104	WALL GEOMETRY PLAN	12-01-2025
A-105	SLAB GEOMETRY PLAN	12-01-2025
A-106	CONTROL JOINTS PLAN	12-01-2025
A-200	EXTERIOR ELEVATIONS	12-01-2025
A-201	EXTERIOR ELEVATIONS	12-01-2025
A-300	BUILDING SECTIONS	12-01-2025
A-301	BUILDING SECTIONS	12-01-2025
A-302	WALL SECTIONS	12-01-2025
A-400	ENLARGED TOILET ROOM PLANS & ELEVATIONS	12-01-2025
A-401	ENLARGED MEDIA EQUIPMENT ROOM PLANS	12-01-2025
A-500	BATTEN SYSTEM DETAILS	12-01-2025
A-501	HANDWASHING STATION & DRINKING FOUNTAIN DETAILS	12-01-2025
A-502	BABY CHANGING STATIONS DETAILS	12-01-2025
A-503	COMPANION CARE ROOM DETAILS	12-01-2025
A-504	ENTRY GATE DETAILS	12-01-2025
A-505	ROOF DETAILS	12-01-2025
A-600	DOOR SCHEDULE & DETAILS	12-01-2025
A-601	WALL TYPES	12-01-2025
A-602	FIRE RATED ASSEMBLY DETAILS	12-01-2025
A-603	INTERIOR ELEVATIONS	12-01-2025
A-604	INTERIOR ELEVATIONS	12-01-2025
A-800	FINISH LEGENDS AND SCHEDULES	12-01-2025
A-801	SIGNAGE PLAN, DETAILS, & SCHEDULE	12-01-2025
P0-001	GENERAL INFO- PLUMBING	12-01-2025
P1-100	FLOOR PLAN - UNDERSLAB - PLUMBING	12-01-2025
P1-101	FLOOR PLAN - GRAVITY - PLUMBING	12-01-2025
P1-102	FLOOR PLAN - PRESSURE - PLUMBING	12-01-2025
P1-103	ROOF PLAN - PLUMBING	12-01-2025
P1-301	PLUMBING ENLARGED PLANS	12-01-2025
P1-501	PLUMBING DIAGRAMS	12-01-2025
P1-601	PLUMBING DETAILS	12-01-2025
P1-602	PLUMBING DETAILS	12-01-2025
P1-701	PLUMBING SCHEDULES	12-01-2025
M1-001	GENERAL INFO - HVAC	12-01-2025
M1-002	GENERAL INFO - HVAC	12-01-2025
M1-101	MECHANICAL FLOORPLAN	12-01-2025
M1-102	MECHANICAL ROOF PLAN	12-01-2025
M1-801	HVAC SEQUENCE OF OPERATIONS / CONTROLS	12-01-2025
FP1-1	FIRE PROTECTION NOTES	12-01-2025
FA1-101	FIRE ALARM FLOOR PLAN	12-01-2025
E1-001	ELECTRICAL ABBREVIATIONS, LEGENDS & GENERAL NOTES - ELECTRICAL	12-01-2025
ES100	OVERALL SITE	12-01-2025

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ES101	SITE POWER AREA 3 - 277V CIRCUITS	12-19-2025
ES102	SITE POWER AREA 4 - 277V CIRCUITS	12-19-2025
ES111	SITE POWER AREA 3 - 120V CIRCUITS	12-19-2025
ES112	SITE POWER AREA 4 - 120V CIRCUITS	12-19-2025
ES121	SITE POWER AREA 3 - 208V CIRCUITS	12-19-2025
ES122	SITE POWER AREA 4 - 208V CIRCUITS	12-19-2025
ES131	SITE COMMUNICATIONS AREA 3	12-19-2025
ES132	SITE COMMUNICATIONS AREA 4	12-19-2025
E1-101	ELECTRICAL GROUNDING FLOOR PLAN	12-01-2025
E1-102	ELECTRICAL POWER FLOOR PLAN	12-01-2025
E1-501	ELECTRICAL DETAILS	12-01-2025
E1-502	ELECTRICAL DETAILS	12-01-2025
E1-503	ELECTRICAL DETAILS	12-19-2025
E1-504	ELECTRICAL DETAILS	12-19-2025
E1-701	ELECTRICAL PANEL SCHEDULE	12-01-2025
LT-100	LIGHTING KEY SHEETS	12-01-2025
LT-101	LIGHTING PLAN SECTOR 1	12-01-2025
LT-102	LIGHTING PLAN SECTOR 2	12-01-2025
LT-103	LIGHTING PLAN SECTOR 3	12-01-2025
LT-104	LIGHTING PLAN SECTOR 4	12-01-2025
LT-105	LIGHTING PLAN BATHROOM	12-01-2025
LT-106	LIGHTING DETAILS	12-01-2025
LT-107	LIGHTING CONTROL ONE LINE DIAGRAM	12-01-2025
AV110	A/V SYSTEM DESIGN OVERALL SITE PLAN	12-01-2025
AV111	A/V SYSTEM DESIGN DEVICE LOCATIONS SPEAKER ZONES 1 & 2	12-01-2025
AV121	A/V SYSTEM DESIGN PROJECTOR AND MOVING LIGHT LOCATIONS	12-01-2025
AV122	A/V SYSTEM DESIGN TRUSS MOUNTED AV DEVICE LOCATIONS	12-01-2025
AV301	A/V SYSTEM DESIGN EQUIPMENT ROOM LAYOUT	12-01-2025
AV400A	SIGNAL FLOW DIAGRAM ABBREVIATIONS AND LEGEND 1 OF 2	12-01-2025
AV400B	SIGNAL FLOW DIAGRAM ABBREVIATIONS AND LEGEND 2 OF 2	12-01-2025
AV401	SIGNAL FLOW DIAGRAM AUDIO 1 OF 2	12-01-2025
AV402	SIGNAL FLOW DIAGRAM AUDIO 2 OF 2	12-01-2025
AV403	SIGNAL FLOW DIAGRAM PROJECTION AND LIGHTING 1 OF 6	12-01-2025
AV404	SIGNAL FLOW DIAGRAM PROJECTION AND LIGHTING 2 OF 6	12-01-2025
AV405	SIGNAL FLOW DIAGRAM PROJECTION AND LIGHTING 3 OF 6	12-01-2025
AV406	SIGNAL FLOW DIAGRAM PROJECTION AND LIGHTING 4 OF 6	12-01-2025
AV407	SIGNAL FLOW DIAGRAM PROJECTION AND LIGHTING 5 OF 6	12-01-2025
AV408	SIGNAL FLOW DIAGRAM PROJECTION AND LIGHTING 6 OF 6	12-01-2025
AV601	A/V SYSTEM DESIGN EQUIPMENT RACK ELEVATIONS	12-01-2025
AV801	A/V SYSTEM DESIGN SDB-101 DETAILS	12-01-2025
AV802	A/V SYSTEM DESIGN SBB-100 DETAILS	12-01-2025
AV803	A/V SYSTEM DESIGN SBB-200 DETAILS	12-01-2025
AV901	A/V SYSTEM DESIGN LIGHTING POLE WITH SPEAKERS ELEVATIONS	12-01-2025
AV902	A/V SYSTEM DESIGN SPEAKER MOUNTING DETAILS	12-01-2025
AV903	A/V SYSTEM DESIGN TRUSS MOUNTED A/V DEVICE MOUNTING DETAILS	12-01-2025
X-100	TREE TYPES (2) KEY SHEET LARGE & SMALL	12-01-2025
X-101	EXTRA SMALL ADDITIONAL TREE TYPE KEY SHEET	12-01-2025
X-301	TRUNK MODULATION SUMMARY LARGE TREE	12-01-2025
X-302	BRANCH MODULATION SUMMARY LARGE TREE	12-01-2025

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X-303	STRUCTURAL OVERVIEW LARGE TREE	12-01-2025
X-304	STRUCTURAL DETAILS LARGE TREE	12-01-2025
X-305	MAINTENANCE OVERVIEW LARGE TREE	12-01-2025
X-306	TRUNK MODULATION SUMMARY SMALL TREE	12-01-2025
X-307	BRANCH MODULATION SUMMARY SMALL TREE	12-01-2025
X-308	STRUCTURAL OVERVIEW SMALL TREE	12-01-2025
X-309	STRUCTURAL DETAILS SMALL TREE	12-01-2025
X-310	MAINTENANCE OVERVIEW SMALL TREE	12-01-2025
X-311	TRUNK & BRANCH BOLT UPS LARGE & SMALL TREE	12-01-2025
X-312	TYPICAL STRUCTURAL DETAILS LARGE & SMALL TREE	12-01-2025
X-313	TUBE SIZE & BENDING INDEX LARGE & SMALL TREE	12-01-2025
X-314	TRUNK & BRANCH CATALOG LARGE & SMALL TREE	12-01-2025
X-315	MOSS MATERIAL & ATTACHMENT LARGE & SMALL TREE	12-01-2025
X-501	ENLARGEMENTS TREE ELEVATIONS	12-01-2025
X-502	ENLARGEMENTS MOCK UP PHOTOS	12-01-2025

Specifications have not been included. See Qualifications.

**EXHIBIT “B”
GMP PROPOSAL
WHITING-TURNER
CONTRACTING COMPANY**

Exhibit B.1



The Whiting-Turner Contracting Company
800 North Magnolia Ave. Ste 1550
Orlando, FL 32803
407-370-4500
www.whiting-turner.com



Project Name: The Canopy
Type of Estimate: GMP Proposal
Estimate Date: January 15, 2026
Project Location: Orlando, FL

Client: City of Orlando

Architect/Engineer: AECOM

Whiting-Turner Contact: Demetri Stamas

Document Set: See Exhibit A
Project Schedule (Months): See Schedule
Gross Building Area (GSF): 1,955
Site Area (Acres): 14.50



The Canopy

GMP Proposal - 01/15/2026

MASTERFORMAT SUMMARY



DIVISION	RESTROOM			SITE DEVELOPMENT			PROJECT TOTAL		
	1,955	GSF	BLDG	10.9	ACRE	SITE	10.9	ACRE	
	COST	\$/SF	% COW	COST	\$/ACRE	% COW	COST	\$/SF	% COW
01 General Requirements	\$ 18,910	\$ 9.67	0.87%	\$ 2,504,781	\$ 230,630	11.37%	\$ 2,523,691	\$ 232,372	10.42%
02 Existing Conditions	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
03 Concrete	\$ 390,569	\$ 199.78	17.91%	\$ 212,864	\$ 19,600	0.97%	\$ 603,433	\$ 55,562	2.49%
04 Masonry	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
05 Metals	\$ 607,810	\$ 310.90	27.87%	\$ 4,816,647	\$ 443,498	21.86%	\$ 5,424,457	\$ 499,463	22.41%
06 Wood, Plastics, and Composites	\$ 197,854	\$ 101.20	9.07%	\$ -	\$ -	0.00%	\$ 197,854	\$ 18,218	0.82%
07 Thermal & Moisture Protection	\$ 169,134	\$ 86.51	7.75%	\$ -	\$ -	0.00%	\$ 169,134	\$ 15,573	0.70%
08 Openings	\$ 66,189	\$ 33.86	3.03%	\$ -	\$ -	0.00%	\$ 66,189	\$ 6,094	0.27%
09 Finishes	\$ 221,759	\$ 113.43	10.17%	\$ 57,000	\$ 5,248	0.26%	\$ 278,759	\$ 25,667	1.15%
10 Specialties	\$ 70,445	\$ 36.03	3.23%	\$ -	\$ -	0.00%	\$ 70,445	\$ 6,486	0.29%
11 Equipment	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
12 Furnishings	\$ 15,000	\$ 7.67	0.69%	\$ -	\$ -	0.00%	\$ 15,000	\$ 1,381	0.06%
13 Special Construction	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
14 Conveying Systems	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
21 Fire Suppression	\$ 39,100	\$ 20.00	1.79%	\$ -	\$ -	0.00%	\$ 39,100	\$ 3,600	0.16%
22 Plumbing	\$ 162,523	\$ 83.13	7.45%	\$ -	\$ -	0.00%	\$ 162,523	\$ 14,964	0.67%
23 HVAC	\$ 25,500	\$ 13.04	1.17%	\$ -	\$ -	0.00%	\$ 25,500	\$ 2,348	0.11%
25 Integrated Automation	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
26 Electrical	\$ 151,234	\$ 77.36	6.93%	\$ 3,965,236	\$ 365,103	18.00%	\$ 4,116,470	\$ 379,028	17.00%
27 Communications	\$ 23,460	\$ 12.00	1.08%	\$ 1,692,984	\$ 155,883	7.68%	\$ 1,716,444	\$ 158,043	7.09%
28 Electronic Safety & Security	\$ 21,505	\$ 11.00	0.99%	\$ -	\$ -	0.00%	\$ 21,505	\$ 1,980	0.09%
31 Earthwork	\$ -	\$ -	0.00%	\$ 1,438,735	\$ 132,473	6.53%	\$ 1,438,735	\$ 132,473	5.94%
32 Exterior Improvements	\$ -	\$ -	0.00%	\$ 7,096,335	\$ 653,403	32.21%	\$ 7,096,335	\$ 653,403	29.31%
33 Site Utilities	\$ -	\$ -	0.00%	\$ 245,347	\$ 22,591	1.11%	\$ 245,347	\$ 22,591	1.01%
SUBTOTAL - COST OF WORK	\$ 2,180,992	\$ 1,115.60	100.00%	\$ 22,029,929	\$ 2,028,430	100.00%	\$ 24,210,921	\$ 2,229,247	100.00%
Subcontractor Default Insurance (SDI)	\$ 28,353	\$ 14.50	1.30%	\$ 286,389	\$ 26,370	1.30%	\$ 314,742	\$ 28,980	
General Requirements	\$ -	\$ -	Fixed	\$ -	\$ -	Fixed	\$ -	\$ -	
Estimating Contingency	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	
Construction/CM Contingency	\$ 33,140	\$ 16.95	1.50%	\$ 334,745	\$ 30,822	1.50%	\$ 367,885	\$ 33,873	
Escalation Contingency	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	
General Conditions	\$ 274,371	\$ 140.34	Fixed	\$ 2,771,383	\$ 255,178	Fixed	\$ 3,045,754	\$ 280,441	
Liability Insurance	\$ 31,461	\$ 16.09	1.25%	\$ 317,781	\$ 29,260	1.25%	\$ 349,241	\$ 32,157	
Whiting-Turner Bond	\$ 25,483	\$ 13.03	1.00%	\$ 257,402	\$ 23,701	1.00%	\$ 282,885	\$ 26,047	
Whiting-Turner Fee	\$ 128,690	\$ 65.83	5.00%	\$ 1,299,881	\$ 119,688	5.00%	\$ 1,428,571	\$ 131,537	
Builder's Risk Insurance	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	\$ -	\$ -	
PROJECT TOTALS	\$ 2,702,490	\$ 1,382.35 / GSF		\$ 27,297,510	\$ 2,513,448 / ACRE		\$ 30,000,000	\$ 2,762,283 / ACRE	

RESTROOM

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
01 GENERAL REQUIREMENTS					
01742300 Final Clean Up					
Final Cleaning Allowance	1,955	GF	\$ 2.00	\$ 3,910.00	
Restroom & Restroom Finishes Protection	1	ALLOW	\$ 15,000.00	\$ 15,000.00	
TOTAL - DIV 1				\$ 18,910.00	
02 EXISTING CONDITIONS					
TOTAL - DIV 2				\$ -	
03 CONCRETE					
03300003 Cast in Place Concrete Substructure					
WF1 Wall Footing	177	LF	\$ 140.18	\$ 24,830.30	
F1 Column Footing	7	EA	\$ 1,339.83	\$ 9,378.82	
Gate Foundations at Restroom Entry (A-504)	2	CY	\$ 12,000.00	\$ 22,340.21	Assume there are 4 locations. 24" diameter, 48" deep, reinforced.
03300006 Cast in Place Concrete Shell					
S2 - 8" Elevated Slab	1,926	SF	\$ 48.02	\$ 92,470.26	
Parapet Curbs	210	LF	\$ 137.40	\$ 28,837.53	
W1	185	LF	\$ 765.99	\$ 141,930.61	
Concrete Curbs at all Partition Walls	125	LF	\$ 50.00	\$ 6,250.00	No details on drawings are shown. Assumed 6"x6" curb with 2- #5 continuous bars.
Unforeseen Underground Conflicts (Demo/Utility Rework)	1	ALLOW	\$ 30,000.00	\$ -	Excluded.
Concrete Wall Interior Texture	1	ALLOW	\$ 15,000.00	\$ 15,000.00	
Additional Coordination for Intergral Lighting in Concrete Deck	1	ALLOW	\$ 15,000.00	\$ 15,000.00	
03300033 Cast in Place Concrete Slab on Grade (Standard)					
S1 - 6" Slab on Grade	1,828	SF	\$ 18.89	\$ 34,531.00	
03A - Davis Bacon Wages	1	LS	\$ -	\$ -	None expected.
TOTAL - DIV 3				\$ 390,568.73	
04 MASONRY					
TOTAL - DIV 4				\$ -	
05 METALS					
05100000 Structural Steel Framing					
Structural Columns	1	LS	\$ 67,449.00	\$ 67,449.00	
Millwork Section (3&4/A-502)	2	EA	\$ 7,066.00	\$ 14,132.00	
Steel Support for Handwash Stations	2	ALLOW	\$ 5,000.00	\$ 10,000.00	
05A - Davis Bacon Wages	1	LS	\$ -	\$ -	None expected.
05510015 Miscellaneous Metals Interiors					
Interior Misc Metals Allowance - Scope to be Designed	1,955	GF	\$ 1.00	\$ 1,955.00	Allowance per building GSF
05700000 Decorative Metal Fabrications					
Entrance Gate (3/A-504) & Supporting Columns	1	LS	\$ 64,696.00	\$ 64,696.00	
Aluminum Batten	1	ALLOW	\$ 449,578.00	\$ 449,578.00	
05F - Davis Bacon Wages	1	ALLOW	\$ -	\$ -	
TOTAL - DIV 5				\$ 607,810.00	
06 WOOD, PLASTICS, AND COMPOSITES					
06010000 Rough Carpentry					
In-Wall Strapping/Blocking Allowance	1,955	GF	\$ 1.00	\$ 1,955.00	
Plywood at Electrical/Comm Rooms	1	ALLOW	\$ 1,500.00	\$ 1,500.00	
Carpentry Laborers	18	MO	\$ 10,400.00	\$ 187,199.99	
06440005 Interior Ornamental Woodwork					
Solid Surface Countertop with Opening for Baby Changing Station	1	LS	\$ 7,199.00	\$ 7,199.00	
TOTAL - DIV 6				\$ 197,853.99	
07 THERMAL & MOISTURE PROTECTION					
07100000 Waterproofing					
Waterproofing	1	ALLOW	\$ 7,500.00	\$ 7,500.00	None shown, but expected.
07500000 Membrane Roofing					
Roofing	2,046	SF	\$ 62.84	\$ 128,571.00	
07D - Davis Bacon Wages	1	LS	\$ -	\$ -	None expected.
Temporary Opening Waterproofing Measures	1	ALLOW	\$ 4,563.00	\$ 4,563.00	
Roof Blocking	1	ALLOW	\$ 3,500.00	\$ 3,500.00	
Coordination of Roof to Batten System	1	ALLOW	\$ 5,000.00	\$ 5,000.00	
07920015 Joint Sealants Interiors					
Interior Architectural Caulking	1	LS	\$ 20,000.00	\$ 20,000.00	
TOTAL - DIV 7				\$ 169,134.00	
08 OPENINGS					
08100005 Doors and Hardware - Exterior					
Doors & Hardware	1	LS	\$ 35,689.00	\$ 35,689.00	
Final Hardware Coordination	1	ALLOW	\$ 3,000.00	\$ 3,000.00	
Setting of HMF in Concrete Openings	7	ALLOW	\$ 1,000.00	\$ 7,000.00	
Mobilization for Setting Exterior Doors	1	ALLOW	\$ 3,500.00	\$ 3,500.00	
Aluminum Louver	1	ALLOW	\$ 12,000.00	\$ 12,000.00	
00700050 Building Envelope Consultants					
Building Envelope Consultant Allowance	1	ALLOW	\$ 5,000.00	\$ 5,000.00	
TOTAL - DIV 8				\$ 66,189.00	
09 FINISHES					
09211640 Gypsum Wall Board Interior Partition					
Drywall, Framing, Ceilings	1	LS	\$ 85,921.00	\$ 85,921.00	
09A - Davis Bacon Wages	1	LS	\$ 5,000.00	\$ 5,000.00	

RESTROOM

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
Fire caulk of MEP penetrations	1	LS	\$ 2,500.00	\$ 2,500.00	
09600000 Flooring					
Concrete/Grout at Exterior Light Track	1	ALLOW	\$ 3,500.00	\$ 3,500.00	
Aluminum Track for Light Track	1	ALLOW	\$ 2,800.00	\$ 2,800.00	
Coordination of Light Tracks	1	ALLOW	\$ 4,000.00	\$ 4,000.00	
Roof Provisions for Light Track	1	ALLOW	\$ 4,300.00	\$ 4,300.00	
Drainage Provisions for Light Track	1	ALLOW	\$ 2,000.00	\$ 2,000.00	
09600000 Flooring					
Paint Interior Floor with Tnemec Series M222 - Material & Labor	1,950	SF	\$ 15.00	\$ 29,250.00	Product for floors is not defined clearly.
Floor Prep	1,950	SF	\$ 2.00	\$ 3,900.00	
Rubber Base - Material and Labor	267	LF	\$ 15.00	\$ 4,005.00	Product for floors is not defined clearly.
09911300 Painting - Exterior					
Paint Exposed Concrete Walls, Door, Steel Columns	3,883	SF	\$ 4.42	\$ 17,162.86	
Paint Entrance Gate & Gate Structure	1	ALLOW	\$ 7,400.00	\$ 7,400.00	
09G - Davis Bacon Wages	1	ALLOW	\$ 21,000.00	\$ 21,000.00	
09912300 Painting - Interior					
Paint GWB Walls with FRES	1	LS	\$ 24,020.57	\$ 24,020.57	
Misc. Paint Touchup Allowance	1	ALLOW	\$ 5,000.00	\$ 5,000.00	
TOTAL - DIV 9				\$ 221,759.43	
10 SPECIALTIES					
10140000 Interior Signage					
SR01 - Womens Restroom (1)	1	LS	\$ 194.40	\$ 194.40	
SR02 - Mens Restroom (1)	1	LS	\$ 194.40	\$ 194.40	
SCC01 - Companion Care (1)	1	LS	\$ 194.40	\$ 194.40	
S01 - ID Room (4)	1	LS	\$ 244.80	\$ 244.80	
Mens Restroom (6/A-801)	1	LS	\$ 430.00	\$ 430.00	
Womens Restroom (7/A-801)	1	LS	\$ 475.00	\$ 475.00	
Install	1	LS	\$ 675.00	\$ 675.00	
Sales Tax	1	LS	\$ 121.31	\$ 121.31	
10200000 Interior Specialties					
Toilet Partitions, Toilet Accessories, Wall Mounted Changing Platforms	1	LS	\$ 67,916.00	\$ 67,916.00	
TOTAL - DIV 10				\$ 70,445.31	
11 EQUIPMENT					
TOTAL - DIV 11				\$ -	
12 FURNISHINGS					
12200000 Window Treatments					
Window Treatment - Manual shades		SF	\$ -	\$ -	
Window Treatment - Motorized Shades		SF	\$ -	\$ -	
12300000 Casework					
Countertop - Plastic Laminate		LF	\$ -	\$ -	
Countertop - Solid Surface		LF	\$ -	\$ -	
Countertop - Stone/Granite		LF	\$ -	\$ -	
Base Cabinet - Plastic Laminate		LF	\$ -	\$ -	
Base Cabinet - Wood Veneer		LF	\$ -	\$ -	
Wall Cabinet - Plastic Laminate		LF	\$ -	\$ -	
Wall Cabinet - Wood Veneer		LF	\$ -	\$ -	
Full Height Cabinet - Plastic Laminate		LF	\$ -	\$ -	
Full Height Cabinet - Wood Veneer		LF	\$ -	\$ -	
Storage Shelving		LF	\$ -	\$ -	
Custom Reception Desk		LF	\$ -	\$ -	
Casework Allowance - to be designed		GF	\$ -	\$ -	
12480000 Entrance Flooring					
Entrance Floor Grilles - Stainless Steel Grating		SF	\$ -	\$ -	
12500000 Furniture					
Furniture	1	LS	\$ 15,000.00	\$ 15,000.00	All non-fixed furniture presumed by owner
12565300 Laboratory Furniture					
Laboratory Casework and Countertops		LF	\$ -	\$ -	
12610000 Fixed Audience Seating					
Fixed Seating - Lecture Hall - Upholstered Seats & Back w/ Tablet Arms		EA	\$ -	\$ -	
TOTAL - DIV 12				\$ 15,000.00	
13 SPECIAL CONSTRUCTION					
TOTAL - DIV 13				\$ -	
14 CONVEYING SYSTEMS					
TOTAL - DIV 14				\$ -	
21 FIRE SUPPRESSION					
21010000 Fire Suppression					
Sprinklers at Media Equipment Room	1,955	GF	\$ 20.00	\$ 39,100.00	
TOTAL - DIV 21				\$ 39,100.00	
22 PLUMBING					
22010000 Plumbing					
Plumbing	1,955	GF	\$ 76.73	\$ 150,523.00	
Roof Drain	2	ALLOW	\$ 2,500.00	\$ 5,000.00	
Penetration Hole Cutting Allowance	1	ALLOW	\$ 5,000.00	\$ 5,000.00	

RESTROOM

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
22A - Davis Bacon Wages	1	LS	\$ 2,000.00	\$ 2,000.00	
TOTAL - DIV 22				\$ 162,523.00	
23 HVAC					
23010000 Mechanical Systems					
HVAC	1,955	GF	\$ 12.79	\$ 25,000.00	
23A - Davis Bacon Wages	1	LS	\$ 500.00	\$ 500.00	
TOTAL - DIV 23				\$ 25,500.00	
25 INTEGRATED AUTOMATION					
TOTAL - DIV 25				\$ -	
26 ELECTRICAL					
26010000 Electrical					
Electrical for Restroom	1	LS	\$ 151,234.00	\$ 151,234.00	
TOTAL - DIV 26				\$ 151,234.00	
27 COMMUNICATIONS					
27010000 Communications Systems					
Tele/Data Rough In	1,955	GF	\$ 2.00	\$ 3,910.00	
Tele/Data	1,955	GF	\$ 2.00	\$ 3,910.00	
Cable TV Rough In	1,955	GF	\$ 2.00	\$ 3,910.00	
Cable TV	1,955	GF	\$ 2.00	\$ 3,910.00	
Audio Visual Rough In	1,955	GF	\$ 2.00	\$ 3,910.00	
Audio Visual	1,955	GF	\$ 2.00	\$ 3,910.00	
TOTAL - DIV 27				\$ 23,460.00	
28 ELECTRONIC SAFETY & SECURITY					
28010000 Electronic Safety and Security					
Security Rough In	1,955	GF	\$ 1.00	\$ 1,955.00	
Security	1,955	GF	\$ 1.00	\$ 1,955.00	
Access Control Rough In	1,955	GF	\$ 1.00	\$ 1,955.00	
Access Control	1,955	GF	\$ 1.00	\$ 1,955.00	
CCTV Rough In	1,955	GF	\$ 1.00	\$ 1,955.00	
CCTV	1,955	GF	\$ 1.00	\$ 1,955.00	
28310000 Fire Detection and Alarm					
Fire Alarm System	1,955	GF	\$ 5.00	\$ 9,775.00	
TOTAL - DIV 28				\$ 21,505.00	
31 EARTHWORK					
TOTAL - DIV 31				\$ -	
32 EXTERIOR IMPROVEMENTS					
TOTAL - DIV 32				\$ -	
33 SITE UTILITIES					
TOTAL - DIV 33				\$ -	
TOTAL RESTROOM				\$ 2,180,992.46	

SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
01 GENERAL REQUIREMENTS					
01521300 Field Offices					
Office & Planning Room Temporary Office Lease	18	MO	\$ 7,500.00	\$ 135,000.00	
Office Electric Utilities	18	MO	\$ 150.00	\$ 2,700.00	
Office Internet Provider	18	MO	\$ 150.00	\$ 2,700.00	
Office Water Utilities	18	MO	\$ 100.00	\$ 1,800.00	
Office Printer Rental & Maintenance	18	MO	\$ 800.00	\$ 14,400.00	
Office Furniture Rental	18	MO	\$ 1,000.00	\$ 18,000.00	
Office Cleaning	18	MO	\$ 400.00	\$ 7,200.00	
01540035 Survey					
Surveys - Quality Control	1	LS	\$ 144,000.00	\$ 144,000.00	
As-Built Drawings	1	LS	\$ 5,000.00	\$ 5,000.00	
Point Man	1	LS	\$ 26,200.00	\$ 26,200.00	
01332300 Drawings & Specificaitons					
Printing of Drawings & Specificaitons	18	MO	\$ 400.00	\$ 7,200.00	Contractural requirement.
Document Management Software (Autodesk Build, ProCore, etc)	18	MO	\$ -	\$ -	Excluded, assumed to be able to use AECOM license.
01521330 Computer Hardware					
Bluebeam Licences	18	MO	\$ 268.00	\$ 4,824.00	
TouchPlan	18	MO	\$ 927.00	\$ 16,686.00	
01540035 Small Tools					
Small Tool Allowance	18	MO	\$ 1,500.00	\$ 27,000.00	
Permitting					
Permit Costs	1	LS	\$ -		Excluded per owner direction. No Div 1 spec.
01540010 Equipment Rental					
Equipment Rental	18	MO	\$ 18,322.00	\$ 329,796.00	
Fuel for Rental Equipment	18	MO	\$ 1,500.00	\$ 27,000.00	
Jersey Barriers (site drive lane delineation, qty: 200x)	18	MO	\$ 7,000.00	\$ 126,000.00	
01560005 Temporary Barricades					
Temporary Protection & Barriers for Pedestrians	18	MO	\$ 2,500.00	\$ 45,000.00	
01521610 Safety Equipment					
Safety Equipment	18	MO	\$ 2,000.00	\$ 36,000.00	
Safety Signage	1	LS	\$ 10,250.00	\$ 10,250.00	
Safety Events	18	MO	\$ 2,500.00	\$ 45,000.00	
Picnic Tables	10	EA	\$ 500.00	\$ 5,000.00	
Jobsite Drinking Water	18	MO	\$ 500.00	\$ 9,000.00	
01452305 Testing & Inspections					
Inspections (including AHJ & 3rd party / threshold inspections)	1	ALLOW	\$ 90,000.00	\$ 90,000.00	Allowance. No Div 1 specification provided.
01551300 Maintenance of Traffic					
MOT Allowance - Zone 1	1	ALLOW	\$ 45,000.00	\$ 45,000.00	
MOT Allowance - Zone 2	1	ALLOW	\$ 68,000.00	\$ 68,000.00	
MOT Allowance - Zone 3	1	ALLOW	\$ 72,000.00	\$ 72,000.00	
MOT Allowance - Zone 4	1	ALLOW	\$ 72,000.00	\$ 72,000.00	
MOT Allowance - Zone 5	1	ALLOW	\$ 50,000.00	\$ 50,000.00	
01521900 Sanitary Facilities					
Sanitary Facilities	18	MO	\$ 2,950.00	\$ 53,100.00	
01355300 Security Guard					
Gate Guards	36	MO	\$ 10,399.80	\$ 374,392.80	
Security Guard (3rd Shift)	18	MO	\$ 7,500.00	\$ 135,000.00	
01562600 Construction Fence					
8' Chain Link Fence with Scrim	5,290	LF	\$ 35.00	\$ 185,150.00	Install & Teardown, with scrim
8' x 24' Double Swing Chain Link Gate	8	EA	\$ 1,200.00	\$ 9,600.00	
Remobilizations for Fencing Moves	15	EA	\$ 1,500.00	\$ 22,500.00	
Perimeter Jersey Barrier Phasing & Fence Alterations	1	ALLOW	\$ 75,000.00	\$ 75,000.00	
01741900 Dumpsters					
Dumpsters	18	MO	\$ 4,945.00	\$ 89,010.00	
01742300 Final Clean Up					
Final Cleaning Allowance Zone 1	41,016	SF	\$ 0.25	\$ 10,254.00	Site Cleaning/Road Wash down
Final Cleaning Allowance Zone 2	100,160	SF	\$ 0.25	\$ 25,040.00	Site Cleaning/Road Wash down
Final Cleaning Allowance Zone 3	74,094	SF	\$ 0.25	\$ 18,523.50	Site Cleaning/Road Wash down
Final Cleaning Allowance Zone 4	233,393	SF	\$ 0.25	\$ 58,348.25	Site Cleaning/Road Wash down
Final Cleaning Allowance Zone 5	24,424	SF	\$ 0.25	\$ 6,106.00	Site Cleaning/Road Wash down
TOTAL - DIV 1				\$ 2,504,780.55	
02 EXISTING CONDITIONS					
TOTAL - DIV 2				\$ -	
03 CONCRETE					
03300003 Cast in Place Concrete Substructure					
Truss Piers Footings	8	EA	\$ 4,325.41	\$ 34,603.29	
Truss Piers	8	EA	\$ 6,521.85	\$ 52,174.83	
Large Tree Foundations	1	EA	\$ 14,564.88	\$ 14,564.88	
Medium Tree Foundations	2	EA	\$ 11,806.69	\$ 23,613.38	
Small Tree Foundations	4	EA	\$ 9,977.00	\$ 39,907.98	
Hydrovac Excavation for Foundations	6	ALLOW	\$ 8,000.00	\$ 48,000.00	
Unforeseen Underground Conflicts (Demo/Utility Rework)	1	ALLOW	\$ 30,000.00		Excluded.
03A - Davis Bacon Wages	1	LS	\$ -	\$ -	
TOTAL - DIV 3				\$ 212,864.36	
05 METALS					

SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
05500000 Exterior Metal Fabrications					
Queue/Stanchions (1/L-236)	1	LS	\$ 81,560.00	\$ 81,560.00	
Truss System and Installation	1	LS	\$ 88,112.00	\$ 88,112.00	
05A - Davis Bacon Wages	1	LS	\$ -	\$ -	
05700000 Decorative Metal Fabrications					
Large Metal Trees	1	EA	\$ 855,384.00	\$ 855,384.00	
Medium Metal Trees	2	EA	\$ 651,494.00	\$ 1,302,988.00	
Small Tree	4	EA	\$ 277,397.00	\$ 1,109,588.00	
Freight	7	ALLOW	\$ 45,786.14	\$ 320,503.00	Priced with current freight pricing, subject to change.
Metal Tree Mock-Up	1	LS	\$ 50,000.00	\$ 50,000.00	In UAP's Shanghai shop, not onsite.
Fabrication Schedule Acceleration	1	ALLOW	\$ 75,000.00	\$ 75,000.00	
Freight Contingency	1	ALLOW	\$ 35,000.00	\$ 35,000.00	
05700000 Decorative Metal Installation					
Tree Sculpture Installation	1	LS	\$ 833,512.00	\$ 833,512.00	
Structural Grout Allowance	7	EA	\$ 5,000.00	\$ 35,000.00	No details available.
05U - Davis Bacon Wages	1	LS	\$ 30,000.00	\$ 30,000.00	
TOTAL - DIV 5				\$ 4,816,647.00	
09 FINISHES					
09911300 Painting - Exterior					
Paint South I-4 Retaining Wall	9,000	SF	\$ 2.00	\$ 18,000.00	Assumes only dark strips to be repainted.
Paint South I-4 Retaining Wall	9,000	SF	\$ 2.00	\$ 18,000.00	Add to repaint entire wall lighter color.
Paint Truss Foundations	1	ALLOW	\$ 6,000.00	\$ 6,000.00	
Interstate Column Touch-Up Paint	1	ALLOW	\$ 10,000.00	\$ 10,000.00	
09G - Davis Bacon Wages	1	LS	\$ 5,000.00	\$ 5,000.00	
TOTAL - DIV 9				\$ 57,000.00	
26 ELECTRICAL					
26010000 Electrical					
Site Electrical	1	ALLOW	\$ 3,865,736.00	\$ 3,865,736.00	
CCTV Zone 1	1	ALLOW	\$ 49,782.00		Excluded.
CCTV Zone 2	1	ALLOW	\$ 99,564.00		Excluded.
CCTV Zone 3	1	ALLOW	\$ 8,297.00		Excluded.
CCTV Zone 4	1	ALLOW	\$ 8,297.00		Excluded.
CCTV Pole Allowance Zone 1	1	ALLOW	\$ 25,000.00		Excluded.
CCTV Pole Allowance Zone 2	1	ALLOW	\$ 25,000.00		Excluded.
CCTV Pole Allowance Zone 3	1	ALLOW	\$ 25,000.00		Excluded.
CCTV Pole Allowance Zone 4	1	ALLOW	\$ 25,000.00		Excluded.
Camera Equipment Allowance Zone 1	1	ALLOW	\$ 5,000.00		Excluded.
Camera Equipment Allowance Zone 2	1	ALLOW	\$ 5,000.00		Excluded.
Camera Equipment Allowance Zone 3	1	ALLOW	\$ 5,000.00		Excluded.
Camera Equipment Allowance Zone 4	1	ALLOW	\$ 5,000.00		Excluded.
Drainage Rock & Small Footing Allowance at In Grade Lights	1	ALLOW	\$ 9,500.00	\$ 9,500.00	
Temp Power & Generators	18	MO	\$ 2,500.00	\$ 45,000.00	
Adjust/Replace Existing Quazite Box for New Grade	10	ALLOW	\$ 4,500.00	\$ 45,000.00	
Existing Electrical Yard Code Compliance	1	ALLOW	\$ 25,000.00		Excluded.
Existing Site Exposed Wire Code Compliance	1	ALLOW	\$ 25,000.00		Excluded.
TOTAL - DIV 26				\$ 3,965,236.00	
27 COMMUNICATIONS					
27010000 Communications Systems					
Sound System	1	LS	\$ 168,212.00	\$ 168,212.00	
Projection System	1	LS	\$ 1,169,772.04	\$ 1,169,772.04	
Vendor Cost Increase Allowance	1	ALLOW	\$ 55,000.00	\$ 55,000.00	
Show Content Creation Allowance	1	ALLOW	\$ 300,000.00	\$ 300,000.00	Allowance - No information provided in contract documents.
TOTAL - DIV 27				\$ 1,692,984.04	
31 EARTHWORK					
02300000 Subsurface Investigation					
Vac Truck Excavation for Critical Utility Areas	24	ALLOW	\$ 8,000.00	\$ 192,000.00	
GPR for Utility Avoidance	40	ALLOW	\$ 1,250.00	\$ 50,000.00	
31200000 Earthwork					
Earthwork/Site Grading Zone 1	1	LS	\$ 1,105,835.16	\$ 1,105,835.16	
Export Planter Beds & Concrete Paving Zone 1	1	CY	\$ -	\$ -	Included in earthwork.
Existing Utility & Foundation Conflicts	1	ALLOW	\$ 125,000.00		Excluded.
Removal of Existing Light Poles	1	ALLOW	\$ 20,000.00	\$ 20,000.00	
Removal of Existing Fencing	1	ALLOW	\$ 20,000.00	\$ 20,000.00	
Removal of Existing Signage	1	ALLOW	\$ 20,000.00	\$ 20,000.00	
31231900 Dewatering					
Construction Dewatering	1	ALLOW	\$ 20,000.00	\$ 20,000.00	
31250000 Erosion and Sedimentation Controls					
Erosion & Sediment Controls	1	LS	\$ -	\$ -	Included
Maintenance of Traffic	1	LS	\$ -	\$ -	Included
Survey & As-Builts	1	LS	\$ -	\$ -	Included
Reinstall 4,721-LF of Silt Fence	1	LS	\$ 10,900.00	\$ 10,900.00	For phasing with fencing.
TOTAL - DIV 31				\$ 1,438,735.16	
32 EXTERIOR IMPROVEMENTS					
32100000 Roadway Pavement					
Asphalt Paving/Base/4" Sidewalks/Curbs	1	LS	\$ 3,478,884.70	\$ 3,478,884.70	
Cast Iron Detectable Warning Pads	1	LS	\$ 135,185.00	\$ 135,185.00	
32160000 Site Concrete					
6" Gray Concrete, Zone 1	14,029	SF	\$ 13.00	\$ 182,377.00	

SITE DEVELOPMENT

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
6" Gray Concrete, Zone 2	24,664	SF	\$ 13.00	\$ 320,632.00	
6" Gray Concrete with Color Hardener, Zone 1	15,823	SF	\$ 18.40	\$ 291,143.20	
6" Gray Concrete with Color Hardener, Zone 2	38,623	SF	\$ 18.40	\$ 710,663.20	
Mockups	4	EA	\$ 3,750.00	\$ 15,000.00	
Flush Curb Church Street Zone 1	392	LF	\$ -	\$ -	Included.
Flush Curb Church Street Zone 2	388	LF	\$ -	\$ -	Included.
FDOT Type D Curb Zone 2	394	LF	\$ -	\$ -	Included.
FDOT Type D Curb Zone 3	1,711	LF	\$ -	\$ -	Included.
FDOT Type D Curb Zone 4	3,770	LF	\$ -	\$ -	Included.
Furnish Reliance Foundry Bollards (Qty 60)	60	EA	\$ -	\$ -	Included.
Install Reliance Foundry Bollards (Qty 60)	60	EA	\$ -	\$ -	Included.
Hydraulic Bollards	36	ALLOW	\$ -	\$ -	Excluded.
Hardscape Protection (95,000 sq ft)	1	ALLOW	\$ 80,000.00	\$ 80,000.00	
Interstate Column Protection	1	ALLOW	\$ 60,000.00	\$ 60,000.00	
32310000 Fences and Gates					
Zone 1 - 8'H Black Design Master Forte	237	LF	\$ 93.46	\$ 22,150.00	
Zone 1 - 1x -8' W x 8' H Double Swing Gate	1	EA	\$ 5,000.00	\$ 5,000.00	
Zone 2 - 8'H Black Design Master Forte	62	LF	\$ 200.48	\$ 12,430.00	
Zone 2 - 1x Double Gate & 1x Single Gate	1	EA	\$ 7,000.00	\$ 7,000.00	
Zone 3 - 6'H Black Design Master Forte	-	LF	\$ -	\$ -	
Zone 4 - 6'H Black Design Master Forte	1,322	LF	\$ 136.21	\$ 180,070.00	
Zone 4 - 2x 30' W Gates, 2x 26' W Gates & 10x 12' W Gates	1	LS	\$ 30,000.00	\$ 30,000.00	
Zone 5 - 6'H Ameristar Wireworks Plus Zone 5	345	LF	\$ 71.14	\$ 24,545.00	
Zone 5 - 2x 6' W Gates	1	LS	\$ 5,000.00	\$ 5,000.00	
GPR For Fence Installation	1	LS	\$ 15,000.00	\$ 15,000.00	
Underground Conflict with Fence Foundations	1	ALLOW	\$ 25,000.00	\$ -	Excluded.
Fence Layout/Survey	1	LS	\$ 10,000.00	\$ 10,000.00	
32390000 Site Specialties					
Site Furnishings Zone 1 - Benches, Trash Rec, Bike Racks	1	LS	\$ 35,802.33	\$ 35,802.33	
Site Furnishings Zone 2 - Benches, Trash Rec, Bike Racks	1	LS	\$ 35,802.33	\$ 35,802.33	
Site Furnishings Zone 3 - Benches, Trash Rec, Bike Racks	1	LS	\$ 35,802.33	\$ 35,802.33	
Site Furnishings Zone 4 - Benches, Trash Rec, Bike Racks	1	LS	\$ 35,802.33	\$ 35,802.33	
SX-08 Dual Sided Smart City Kiosk	1	EA	\$ 40,000.00	\$ -	Excluded.
32800000 Irrigation					
Irrigation Allowance Zone 1	2,957	SF	\$ 2.58	\$ 7,615.10	
Irrigation Allowance Zone 2	23,449	SF	\$ 2.58	\$ 60,387.73	
Irrigation Allowance Zone 3	13,261	SF	\$ 2.58	\$ 34,150.78	
Irrigation Allowance Zone 4	35,989	SF	\$ 2.58	\$ 92,681.74	
Irrigation Allowance Zone 5	5,144	SF	\$ 2.58	\$ 13,247.24	
Roadway Sleeves	1,126	LF	\$ 13.82	\$ 15,561.32	
Roadway Sleeves Directional Bore	1	LS	\$ 58,173.06	\$ 58,173.06	
32900000 Landscaping					
Landscape Zone 1	5,810	SF	\$ 6.89	\$ 40,036.80	
Landscape Zone 2	23,679	SF	\$ 6.89	\$ 163,172.36	
Landscape Zone 3	10,149	SF	\$ 6.89	\$ 69,936.92	
Landscape Zone 4	36,341	SF	\$ 6.89	\$ 250,426.40	
Landscape Zone 5	7,513	SF	\$ 6.89	\$ 51,772.20	
Import Soil Zone 1	2,957	SF	\$ 5.97	\$ 17,653.29	
Import Soil Zone 2	23,449	SF	\$ 5.97	\$ 139,990.53	
Import Soil Zone 3	13,261	SF	\$ 5.97	\$ 79,168.17	
Import Soil Zone 4	35,989	SF	\$ 5.97	\$ 214,854.33	
Import Soil Zone 5	5,144	SF	\$ 5.97	\$ 30,709.68	
90 Day Maintenance	1	LS	\$ 7,711.11	\$ 7,711.11	
#57 Stone & Landscape Edging at Utility Yard on L-813	1	LS	\$ 9,984.00	\$ 9,984.00	
32E - Davis Bacon Wages	1	LS	\$ 10,812.66	\$ 10,812.66	
TOTAL - DIV 32				\$ 7,096,334.85	
33 UTILITIES					
33110005 Domestic Water Utility Service					
Water Utilities for Restroom Building	1	LS	\$ 58,061.65	\$ 58,061.65	
Utilities - Underground Conflicts	1	LS	\$ 50,000.00	\$ -	Excluded.
33300000 Sanitary Sewerage Utilities					
Sanitary Utilities for Restroom	1	LS	\$ 30,893.55	\$ 30,893.55	
33400000 Storm Drain Utilities					
Storm System	1	LS	\$ 156,391.45	\$ 156,391.45	
Underground Conflict	1	LS	\$ 75,000.00	\$ -	Excluded.
TOTAL - DIV 33				\$ 245,346.65	
TOTAL SITE DEVELOPMENT				\$ 22,029,928.61	

Qualifications & Exclusions from Proposal

General	
1	The GMP value is based on the documents in Exhibit A and is the basis of this cost budget. The budget does not include all aspects of the project documents with the understanding the project scope of work will be amended to meet the budget contained herein. The included scope of work is clarified below and through the attached narrative.
2	Whiting-Turner's GMP excludes costs and time attributable to errors, omissions, or inconsistencies in the GMP Drawings and Specifications identified in Exhibit A. We exclude costs attributable to subsequently issued Drawings and Specifications that were not reasonably foreseeable at the time the GMP was established.
3	Whiting-Turner has included Construction Contingency as outlined in the cost section of this GMP for the sole use by the Contractor. We have not included any Contingency costs or time for unforeseen circumstances including but not limited to utility relocates, underground existing conditions, above-ground existing conditions, soil remediation, existing utility repairs, code upgrades or rerouting, demolishing of any conflicting existing piles, or other general unknown site elements uncovered. These related items will be costed as a Change.
4	In General this GMP value includes only the line items noted in the specific scope breakdown. We have not included cost or time for reasonably inferred construction needed to complete the design intent of the project.
5	Price and Schedule do not include any impacts for changes in taxes, tariffs or other similar changes in law that are enacted after the date of this estimate that adds cost or time above the scope of work contained in the GMP breakdown. Contractor shall be entitled to an equitable adjustment in time and money for delays and/or costs that arise out of any such change.
6	The overall construction schedule (ground breaking to turn-over) based on the Exhibit A - Contract Drawings is 18 months as outlined in our schedule. We did not include time or cost for unforeseen circumstances, errors and omissions, utility relocates, shipping delays, tariffs or customs extended holding, etc. within this schedule duration. Activities as a result of the above mentioned or at no fault by Whiting-Turner, will include extended General Conditions and costs as outlined in Article 10.
7	We have allowed off-hours work only for the road-tie in's as required by road closure mandated work times.
8	MWBE & SBE requirements are not included, but we have included our original MBE, WMBE, and Veteran partners with our General Conditions cost. Percentage of participation will be available if requested.
9	It is acknowledged and agreed that Whiting-Turner shall assume control of the five (5) project blocks concurrently and we have not accounted for an early turn over of areas.
10	Whiting-Turner has not included any costs associated with hazardous materials and waste if found on site/underground during construction.
11	Builder's Risk Insurance is assumed to be by owner so therefore excluded.
12	All permitting costs have been excluded and assumed to not be required, or to be paid for by owner. There is no specification that defined this requirement.
13	Any 3rd Party testing, threshold inspections, and commissioning shall be provided and paid for by the Owner. We will coordinate with Owner's entity for inspections. This cost is excluded from this proposal as there is no requirement defined.
14	Utility consumption costs (electrical and water) are assumed to be paid by owner.
15	Project parking & laydown for contractors is assumed to be contained within the project site. Similar to note 9 above, if parking on laydown onsite is not possible due to Owner requirements, additional compensation for time, inefficiency, and parking and laydown rental costs will become necessary.
16	Storage of Owner Furnish items has been excluded.
17	We have not included any traffic studies or design related changes FDOT or the City could mandate. We exclude Impact Fees, Road Impact Fees, jurisdictional Impact Fees, water, sewer, sanitary, or irrigation impact fees, etc.
18	Security watchman is included as an allowance.
19	P&P bonds are based on a construction cost of \$30,000,000. Change Orders resulting in a value above \$30,000,000 will include .85% of the cost of work for P&P bond extension.
20	The Contractor represents the GMP value includes allowances for certain materials, equipment, and other items for which reasonable price increases were anticipated at the time of bid. These allowances are intended to cover only those increases that were reasonably foreseeable based on market conditions known prior to establishing the GMP value. If actual costs for any such items exceed the included allowances due to price escalations or market conditions beyond the Contractor's control and could not have been reasonably anticipated, the Contractor shall be entitled to an equitable adjustment to the Contract Sum to compensate for the additional costs incurred. Such adjustment shall be made through a Change Order.
21	The Contractor shall not be responsible for any delays, disruptions, or impacts to the Work arising from the actions, inactions, or performance of third-party property owners or utility providers, including but not limited to OUC, FDOT, and any other governmental or private entities with jurisdiction or operational control over adjacent or related properties or utilities. Any such delays shall constitute excusable delays, and the Contractor shall be entitled to an equitable adjustment of the Contract Time and Sum.

22	For many new structures being installed, there is no location or elevation information provided. The Contractor assumes that complete and accurate northing, easting, and elevation information for all underground and above-ground structures—including utilities, foundations, trusses, light poles, and bollards—will be provided. It has also been assumed that coordination of new structures and utilities have been located to not conflict with existing items or impede on FDOT mandated clearance requirements, both in ground and above ground (i.e. exfiltration trench, existing structures, I-4 columns and footings and the interstate deck overhead).
23	The GMP cost is based on utilizing existing site soils for backfill at all foundations, flatwork, and utility backfill. We have not included removal of unsuitable soils or structural backfill.
24	Regarding exterior paint (outside of the restroom facility), we have included only painting of the south wall at the defined projection area. All other existing structures, utilities, poles, etc. are excluded from being painted.
25	Within the estimate, Whiting-Turner has marked materials or installations as Allowances when drawings do not sufficiently define the product or scope.
26	Article 2.3.4 outlines the subcontracting process guidelines. Due to the specialized nature or sole sourced vendors for specific scopes of work, Whiting-Turner may not be able to meet these guidelines as outlined which will be permitted. We will award subcontracts to the most qualified, most complete, and best value for the project.
27	Responses and notes made by the design team through 1/7/2026 in the RFI log in Smartsheet were included in this proposal.
28	The Price and Schedule do not include any impacts for changes in taxes, tariffs or other similar changes in law that are enacted after the date of this GMP. Contractor shall be entitled to an equitable adjustment in time and money for delays and costs that it can provide it actually incurred direction or indirectly that arise out of or relate to such Changes including, without limitation, escalation and/or delay damages, costs to repurchase, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the Changes
29	Structural & Restroom Concrete
30	No waterproofing is shown below slab at the Restroom building. An allowance for subgrade waterproofing for Restroom building concrete walls and footers.
31	Whiting-Turner has included an allowance for GPRS, hydrovac and known utility "day-lighting" during foundation installation.
32	All structural concrete to be standard grey 3,000 psi concrete if not specified, color hardener or topping is excluded for foundations.
33	All top of foundations are assumed to be -1'-0" from finished grade.
34	Parapet curb at restroom are included to be at 1'-1" in height.
35	The board formed form liner is excluded from this proposal. Finish on all exposed interior and exterior concrete walls and ceilings included is: 5.3.3.3(b) Surface finish-2.0 (SF-2.0) - Patch voids larger than 3/4-inch wide or 1/2-inch deep - Remove projections larger than 1/4 inch - Patch Tie holes - Surface tolerance Class B as specified in ACI 117
36	Termite treatment is included only at the restroom facility.
37	All delegated design or engineering is excluded from the concrete scope of work and is assumed to be carried by the AOR/EOR.
38	Epoxy, galvanized, MMEFX and Grade 100 rebar are excluded.
39	Cost for early plant opening fees are excluded. All concrete pours and asphalt installation are assumed to be during 1st shift hours.
40	Concrete related testing, 3rd party inspections, thresholding inspections and AHJ inspections are excluded. Whiting-Turner will coordinate with Owner's 3rd party.
41	Expansion joints and control joints (saw cuts or tooled joints) will be installed as specified by the structural engineer (non shown currently). Whiting-Turner is relying on these expansion joints to minimize random cracking, which is a natural characteristic of poured-in-place concrete. Contractor shall not be responsible for any cracking unless structural properties of the concrete placed do not meet the minimum design. Decorative concrete comes in many different patterns. Some of the straight-line patterns allow saw cuts to be placed in the grout joints, hiding the cuts. Irregular patterns do not allow the saw cuts to be placed in the grout joints; therefore, the saw cuts are more noticeable. Control joint in bands or copings and slab areas will not line up because they are formed, poured, and separately analyzed for cracking from each other and cut accordingly. Whiting-Turner will work with the engineer to insure the expansion joints are installed per plan/design.
42	Concrete is a regular, colored, textured, and/or imprinted concrete product. It, therefore, combines both the limits and advantages inherent of concrete. Variables in color, surface finish and texture, imprinting depth, and surface irregularities common to concrete are likely to exist between pours, trucks, days, and jobs. Concrete products are not glossy by nature. Depending upon the owner's requirements, it may need additional periodic maintenance. Normal weathering of the sealant (when specified) shall not be considered a product defect and is not covered by product warranties.
43	All footings included in this proposal are dirt formed.
44	Steel
45	Queue stanchions and sleeves are included to be stainless steel.
46	Restroom entrance gate is included as aluminum, with an allowance included for finish DTM paint coating as the coating requirements are not defined. Columns for entrance gate are assumed to be galvanized with an allowance included for DTM finish paint.

47	Structural steel columns in restroom are assumed to be galvanized with the HSS columns not receiving additional finish paint. The pipe columns are galvanized with an allowance included for DTM finish paint. Steel fireproofing or intumescent paint is excluded (not shown).
48	The truss system is assumed to be powder coated with a standard factory color, Manufacturer and included model and quantities are: - TAF-USA FTB-M series (255 lf) - FTB-M-5 (7x) - FTB-M-CB-6 (7x) - FTB-M-10 (18x) - FTB-M-8 (8x) - FTB-LMH-BP (7x)
49	Costs for steel related testing, 3rd party inspections, thresholding inspections and AHJ inspections are excluded.
50	Decorative Art Pieces "Trees"
51	This budget includes fabrication and installation of: <ul style="list-style-type: none"> • One (1) Large Tree • Two (2) Small Trees • Four (4) Extra Small Trees <p>The overall artistic intent of the trees is based upon the preconstruction shop drawings and design intent meetings held directly with the design team and Owner. Overall artistic intent is considered accepted and is the basis of cost included.</p>
52	Due to the specialty nature of these Art Pieces, a deposit is required prior to start of fabrication. Whiting-Turner will submit this cost for payment with our corresponding monthly pay application a month prior to when the deposit is due. Late payment by the city for the deposit could impact the overall schedule and add cost. This will be a 30% deposit of the overall subcontracted cost for the "Art Trees" which will be required at commencement of project.
53	Roughly 230 Spanish Moss clusters for the Large Tree, 100 Spanish Moss clusters for the Small Tree, and 50 Spanish Moss clusters for the Extra Small Tree, each comprised of 300 stainless steel zip ties per cluster is included. This moss technique is the artistic vision by the design team and a change to the technique or materials could result in added cost and time impacts.
54	Final engineering of the Extra Small Tree is not yet complete and will be explored in the design development phase and may impact the material selection, scope, and cost. We have included an allowance for the complete fabrication of the small tree.
55	Pricing excludes design, fabrication, and installation of tree "roots". None shown.
56	Assumes powder coated branches may have wear and tear over time from Spanish Moss. Repainting and warranty is excluded.
57	No local storage fees are included for the decorative metal tree. If they cannot be delivered onsite and need to be stored offsite, for any reason an equitable adjustment to cost will be made to Contractor.
58	Pricing includes fabrication of a mockup of a branch section for approval prior to fabrication of the full scope. Visual mockup requirements may change, but current assumptions for the mockup include: <ul style="list-style-type: none"> • Production of the mockup by UAP Shanghai workshop, packaged, and shipped to New York for review by MSP. UAP to design with the client within a maximum budget of \$50,000 USD • Review of a rolled/curved branch tube • Review of a branch bolt-up seam condition • Review of branch metallic powder coat paint finish • Attachment of Spanish Moss to the branch • Review of Spanish Moss cluster and finish
59	There is currently no detail or specification for structural grout for the decorative tree base plates. An allowance for this is being carried.
60	Delegated engineering and design for tree foundations or attachment to foundation are not included. We have included single anchor bolt attachment at each trunk pipe. Structural Engineer of record will need to engineer, size, and specify attachment.
61	Third party weld certification and welding inspections are not included.
62	Tariffs and customs fees beyond the standard 7.5% duty for customs due to the instability of tariff requirements are not included.
63	Attic stock, including "Spanish Moss" is not included
64	Requirements for clearance between decorative trees from existing structures (including I-4 columns and above deck) are assumed to be coordinated and validated by the design team and are not the responsibility of the contractor. Northing, easting, elevation and orientations of tree structures are to be provided to Contractor for installation.
65	Many of the processes of producing various finishes are done by hand. Therefore, there may be some variation between samples provided, including project specific samples, and the finished product.
66	Due to the artistic nature of these trees, many of the clearances between the pipe trunks will exceed the 4" sphere entrapment requirement. In addition, some of the spaces between the pipe trunks narrow down to a point which could be a finger entrapment. Design team and Owner have acknowledged this scenario and Whiting-Turner is not liable for re-engineering of these trees.
67	Freight cost for the decorative trees is included, however due to fluctuating freight costs and tariffs, this cost is subject to change. An allowance is being carried for this, but in the event the cost exceeds the allowance, an equitable adjustment to cost will be made to Contractor.

68	Decorative Metals - Restroom Batten Façade
69	The restroom façade system is a custom design and engineered system. The use of the Knotwood manufacturer mentioned in the drawings is not included in this proposal. If this system is deemed necessary, an adjustment to the cost would need to be made.
70	The system includes design, engineering and installation of 2"x4" and 2"x2" aluminum extrusions and brackets mounted to concrete structure and roof. These will be powder coated with a single color. We assume the Structural Engineer of record has included the attachments with the building loading and wind loading. Architect will need to provide detail for flashing and waterproofing. Whiting-Turner has not included engineering of the attachments at the existing building.
71	There is no detail for attachment of aluminum battens to roof system. We have included a metal plate pedestal and attachment to deck, but have not included cants, additional cross-bracing, or flashings.
72	Due to the delegated design and engineering of this system, it may require additional coordination with AOR and EOR and compromised to be made with surrounding design for integration. This will not be incurred at the cost of the contractor.
73	Provisions for integral lighting into façade system is not included.
74	Roofing
75	Coping cap to be .050 aluminum in a standard color.
76	We have included using PolyISO base layer in lieu of light-weight concrete for tapered insulation layer.
77	Interiors
78	Flooring in the restroom is not clearly defined. This budget includes an allowance for any required slab prep, material and installation of material.
79	No tile is included in the bathrooms as none is shown.
80	Base is not clearly defined throughout the interior. An allowance is being carried for material and installation.
81	The board formed formliner in the restroom is likely not achievable based on the geometry of the poured walls. An allowance has been carried for this but this will require additional coordination with the design team and may need to be removed from the design.
82	Metal framing assumptions: - Interior framing to be 20 ga 33 mil per wall type notes /A-601 - P2 wall types to be 2-1/2" metal framing - P4 wall types to be 3-5/8" metal framing
83	Gypsum drywall assumptions: - Typical gypsum board throughout to be 5/8" glass mat faced type X drywall in restroom - Standard 5/8" Type X drywall in media equipment room - Plywood at wall type P2A to be standard CDX - Level 4 finish at exposed gypsum - Level 1 finish included at concealed gypsum
84	Insulation assumptions: - Typical Insulation to be unfaced fiberglass batts - 4" Foil-faced Polyisocyanurate boards to be installed above ceiling framing in media equipment room
85	Framing engineering and shop drawings is not included. This requirement is not specified.
86	The following coatings are assumed for the below surfaces in the restroom facility. - Drywall walls (Tnemec Enduraton) - Interior ceilings (Tnemec Enduraton) - Interior concrete walls (Tnemec Stranlok 273 Stranlok ML system) - Exterior concrete walls (Tnemec Enduraton) - Hollow metal doors and frames (Tnemec Endura-Shield) - Interior floors (Tnemec Series N222 Deco-Tread) - see note 1
87	All partitions and accessories are carried as stock class B colors unless otherwise noted in drawings.
88	STC ratings assumed to be met by construction details.
89	Door hardware included was Hager Hinges, Corbin Russwin CLX3300 Series Grate 1 locks with standard cylinders, Norton Closers, Reese Weather Stripping and Rockwood flat goods. Hardware with satin chrome finish. At the time of this proposal, hardware schedule was not available. A small allowance is being carried for final hardware coordination.
90	It is assumed that all junction boxes, lighting fixtures, conduit, and restroom accessories are all surface mounted where shown on any concrete walls and ceilings.
91	No electric or automated hardware or card readers are included as it is not shown and there are no electrical or low voltage provisions shown in the drawings.
92	Fire Protection
93	Fire Protection work included is for 2" Pre-Action double interlock sprinkler systems and all associated equipment and materials that will supply (4) sprinklers in the Media room only.
94	No fire protection is included outside of media room.
95	Mechanical/Plumbing
96	Gap warranties are not included.
97	Building automation systems and integration into an existing system is excluded as it is not believed to be required.

98	Burglar bar cages and any other security requirements are not included.
99	Third party systems commissioning, testing, disinfecting and treatment beyond flushing with potable water.
100	Commissioning of mechanical and plumbing system are not included and assumed to be by others, if needed.
101	Permitting and inspection fees are excluded for mechanical and plumbing scopes of work.
102	Electrical
103	Permitting and inspection fees are excluded for the electrical scopes of work.
104	Conduit size and quantity was priced using the ES-100 thru ES-132 drawings. There are discrepancies between these plans and other drawings such as A/V, but the ES series sheets were used as precedence. It is the responsibility of the EOR to show additional conduits if they are needed for voltage or impedance separation required or preferred for any reason.
105	New electrical transformer and pad shown on plans south of Church Street are not included and are assumed to be by others. We have requested secondary power conduits to be stubbed out of the transformer when installed. Whiting-Turner will make connections and has included wire. We have assumed this power supply is installed within 3 months of starting work in the field and have only carried temporary power for the first 3 months.
106	Includes (1) Cat6 OSP as shown on the riser from Rack to lighting controllers. Some fixtures exceed the threshold for Cat6 lengths. Carried Cat6 per drawings as this would require additional equipment not called out on the riser.
107	There are design coordination issues that have been identified with required control equipment but that have not yet been resolved. For instance, Nema rated metal enclosures will be needed (due to maximum cable distances) adjacent to every interstate column south of Pine Street, however there are no provisions for "hiding" or mounting these boxes, as well as coordination with applicable building codes. Whiting-Turner has carried an allowance and will work with all parties to provide solutions for this, but in the event that allowances are exceeded, an equitable adjustment of time and money will be required.
108	Coordination of items on poles is not included in this proposal. It is the responsibility of the AOR, EOR and design team to coordinate spacing, heights, weights, available space, and pole accessories needed to accommodate all items that are intended to be installed on or inside the poles. This is true for all system that may share a pole, including A/V, electrical, lighting, security camera, etc. Similarly, if conduit to separate voltages inside of the pole cavity can not reasonably be installed due to lack of space, and cost or time are incurred in order to rectify, an equitable adjustment of cost and time will be made to the Contractor.
109	Spare parts and attic stock are not included.
110	An allowance is being carried for pole foundations as there was none provided in the set of drawings this proposal was based on.
111	Cables, jacks, equipment and instruments as well as their installation is not included for any owner furnished technology.
112	Audio/Visual
113	Audio system will consist of pole and truss mounted 8" point-source speakers at locations noted on the drawings. A new floor standing equipment rack will be installed in the equipment room along with a digital signal processor (DSP) with redundancy and two 8-channel network amplifiers. The speaker cabling from the rack will terminate to a wall mounted speaker distribution enclosure with lightning suppression (SDB) inside the equipment room. In-ground rated speaker cabling will be run to each pole and truss mounted speaker location through two field located speaker breakout boxes (SBB). The equipment rack will contain a 7" touchscreen for basic system control such as zone volume, mute and source selection. A rack mounted PC will also be installed along with an audio and video monitor for system monitoring and advanced control. The two audio zones will consist of the section South of Church Street as one zone and the area North of Church Street as another zone. The two zones will be tuned, calibrated and optimized. Requirements in addition to the above is excluded.
114	All speakers are assumed to share a pole with a light. No additional provisions were carried for additional poles dedicated to speakers. We have assumed the current design and speaker locations sufficiently spreads clear audio across the project.
115	An allowance of \$300,000 is carried for all components of the show content creation. There is high amounts of variability with a scope dependent on licensing agreements, actual images, music, etc. This allowance includes creation, with owner intent direction, implementation, all cost for any licensed material, programming, and tuning.
116	Fiber, equipment and labor for the security camera scope of work is not included. This system is excluded in its entirety.
117	Coordination of items on poles is not included in this proposal. It is the responsibility of the AOR, EOR and design team to coordinate spacing, heights, weights, available space, and pole accessories needed to accommodate all items that are intended to be installed on or inside the poles. This is true for all system that may share a pole, including A/V, electrical, lighting, security camera, etc. Similarly, if conduit to separate voltages inside of the pole cavity can not reasonably be installed due to lack of space, and cost or time are incurred in order to rectify, an equitable adjustment of cost and time will be made to the Contractor.
118	Hardscape
119	Hardscape scope of work does not include shop drawings.
120	Diamond dowel system, expansion foam and standard colored caulking (only at expansion joints) is included at transitions between colors. Diamond dowels are assumed 1/4" thick every 18" on center. Control joints are assumed to be spaced every 12' on center in a square pattern, and additional expansion joints at 40' in a square pattern. There are currently no details for this.
121	Expansion joint is assumed between 6" concrete paving and existing I-4 columns. Expansion joint is not assumed at 4" paving and interstate columns.
122	It is assumed that the sub-base shown for concrete pavement is existing on-site soil. Proposal excludes new material for sub-base. This is also applicable to 4" pavement where it is shown.
123	4x ea 10' x 10' on site mockups for concrete paving is included.

124	PP-1, PP-2, PP-3 & PP-4 Concrete Paving is included as Natural Gray concrete with a Sponge Finish and Color Hardeners to match the RAL #s shown on L-300 Graphic Pattern Schedule. This is not included as integral colored concrete.
125	Any shoring/sheeting protection of existing soil bearing footings is excluded. Water erosion underneath the foundations caused by natural causes, broken pipes is not accounted for.
126	Perimeter promenade is included as asphalt.
127	The SX-08 Dual Sided Smart City Kiosk is excluded from this proposal.
128	Expansion joints and control joints (saw cuts or tooled joints) will be installed as specified by the structural engineer (non shown currently). Whiting-Turner is relying on these expansion joints to minimize random cracking, which is a natural characteristic of poured-in-place concrete. Contractor shall not be responsible for any cracking unless structural properties of the concrete placed do not meet the minimum design. Decorative concrete comes in many different patterns. Some of the straight-line patterns allow saw cuts to be placed in the grout joints, hiding the cuts. Irregular patterns do not allow the saw cuts to be placed in the grout joints; therefore, the saw cuts are more noticeable. Control joint in bands or copings and slab areas will not line up because they are formed, poured, and separately analyzed for cracking from each other and cut accordingly. Whiting-Turner will work with the engineer to insure the expansion joints are installed per plan/design.
129	Concrete is a regular, colored, textured, and/or imprinted concrete product. It, therefore, combines both the limits and advantages inherent of concrete. Variables in color, surface finish and texture, imprinting depth, and surface irregularities common to concrete are likely to exist between pours, trucks, days, and jobs. Concrete products are not glossy by nature. Depending upon the owner's requirements, it may need additional periodic maintenance. Normal weathering of the sealant (when specified) shall not be considered a product defect and is not covered by product warranties.
130	Layout for hardscape color and pattern that was utilized for this proposal was L-123 & L-124 dated 12-01-2025. There was no scale provided on this page, but the overall quantity of color hardener coated paving included was 54,821 sq ft.
131	Landscape
132	All plant material has been priced based on the tree caliper size and specified container sizes listed on the plant legend. Material height & width specifications may not correlate with the specified container sizes on the plant legend.
133	For planting beds, Whiting-Turner has included an allowance to import and place 2' of soil at all planting beds. Landscape soil is included as an Atlas 3000 planting mix from Atlas Peat.
134	90-day maintenance after final acceptance referenced on Landscape drawings is included. Year warranty terms in the contract do not apply to the plantings.
135	Schefflera arboricola 'Amate Soleil' is only available in a 7-gallon container and is included as such.
136	An allowance for directional boring of irrigation sleeves shown under roadways is included.
137	Irrigation is included for budgetary purposes only. No design was created for the purpose of providing this budgetary figure. Price is subject to change upon issue of approved designs
138	Utility Yard #57 Stone is missing details. Whiting-Turner has assumed size 3/8" at 3" depth, landscape fabric recommended to go under #57 stone, and with metal edging recommended to go between #57 stone and sod.
139	Civil & Utilities
140	It is assumed that all background topography shown on the grading plans is the current grade of the site at which we will inherit, and therefore pricing for earthwork was based on this. Once mobilized, this topography will be checked and if there is a discrepancy, an equitable adjustment of cost may be required.
141	No additional storm lines or underdrain are included for micro grading as there are none shown.
142	Retractable Bollards (Model: ATG SP400 & SP100) and installation are excluded from this proposal.
143	The existing pavement depth of Church Street is not shown and was assumed to be 4" thick. If depth is different and additional demolition is required, a change order will be submitted for additional cost.
144	It is assumed that the limits of the existing asphalt to remain on C-06 are accurate and existing grades were validated during design. If the limits are smaller than what is shown, a change order will be submitted for additional cost.
145	No additional limerock was included in areas that call for base rework.
146	An allowance is being carried for the cast-iron ADA detectable warning plates as there are some uncertainties at the time of this proposal which product is desired and if they will need to be custom, which would increase the cost, primarily if a custom radiused, non-off the shelf, product would need to be used.
147	It is assumed that storm line depths will be no deeper than 5' from existing grade as it is not shown on the drawings.
148	No relocation of existing utility lines or poles is included.
149	All 4" thick paving is priced as broom finished gray concrete.
150	The TTC plans (C-25 thru C-28) shown in the drawings are not sufficient to phase and execute the construction of the job and are not specifically included within this proposal. An allowance for MOT that is believed to be sufficient is being carried, but if Owner mandated phasing or unforeseen conditions require additional MOT, a cost will be submitted for an equitable adjustment.
151	An allowance is being carried for adjustment to existing valve boxes, pull boxes, splice boxes, manhole covers and cleanouts, as well as existing traffic control boxes, traffic signal poles, pedestrian signals, existing signs to remain and streetlights. It is assumed that design has acknowledged locations where this will be needed. If the cost for this work exceeds the allowance, a change order will be submitted for additional compensation.

Exhibit B.3

Canopy - Full Schedule

Data Date: 25-Nov-25

Date Printed: 14-Jan-26

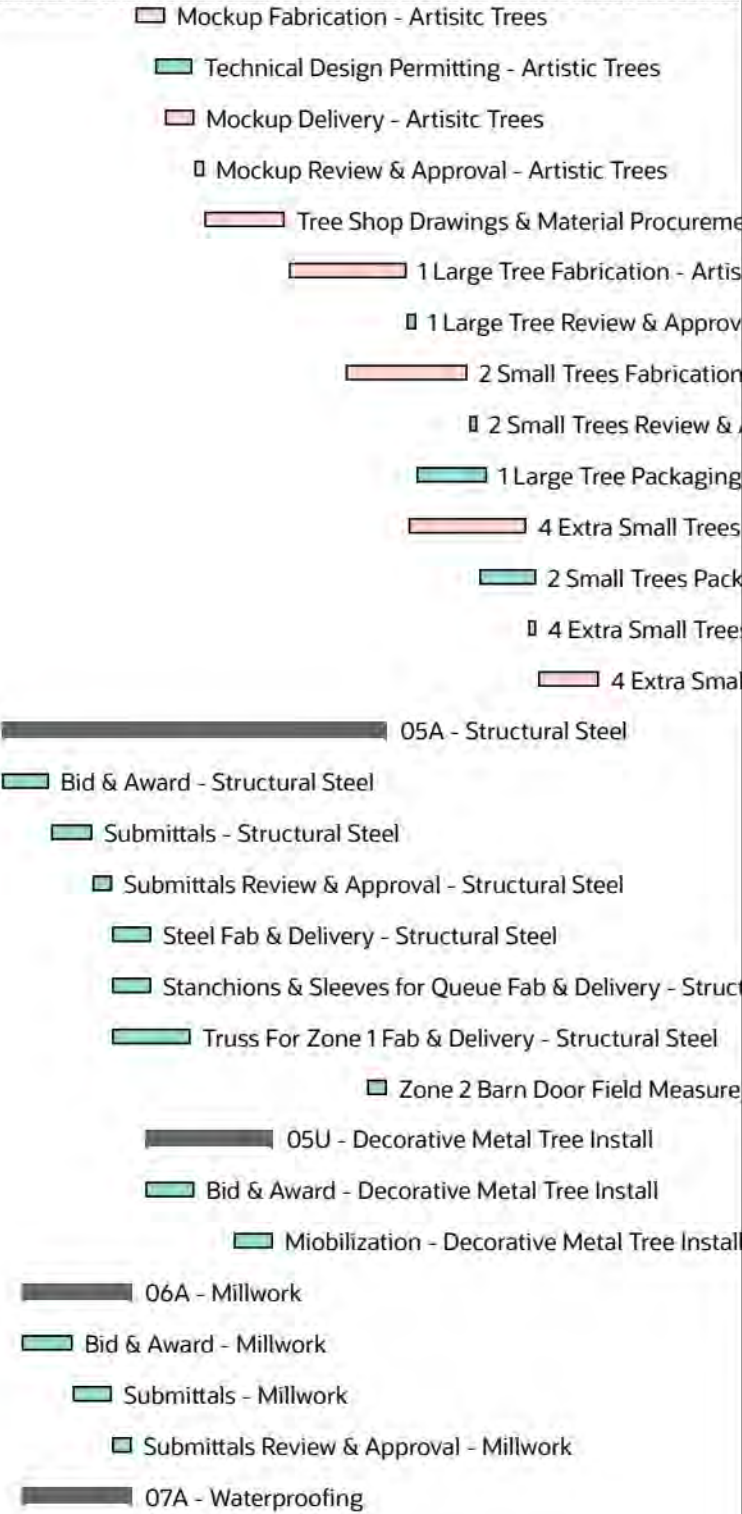


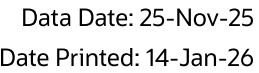
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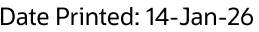


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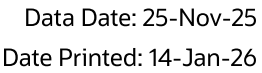




P6 Project ID: 021471
P6 Layout Name: Canopy - Full Schedule



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P6 Layout Name: Canopy - Full Schedule



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P6 Layout Name: Canopy - Full Schedule



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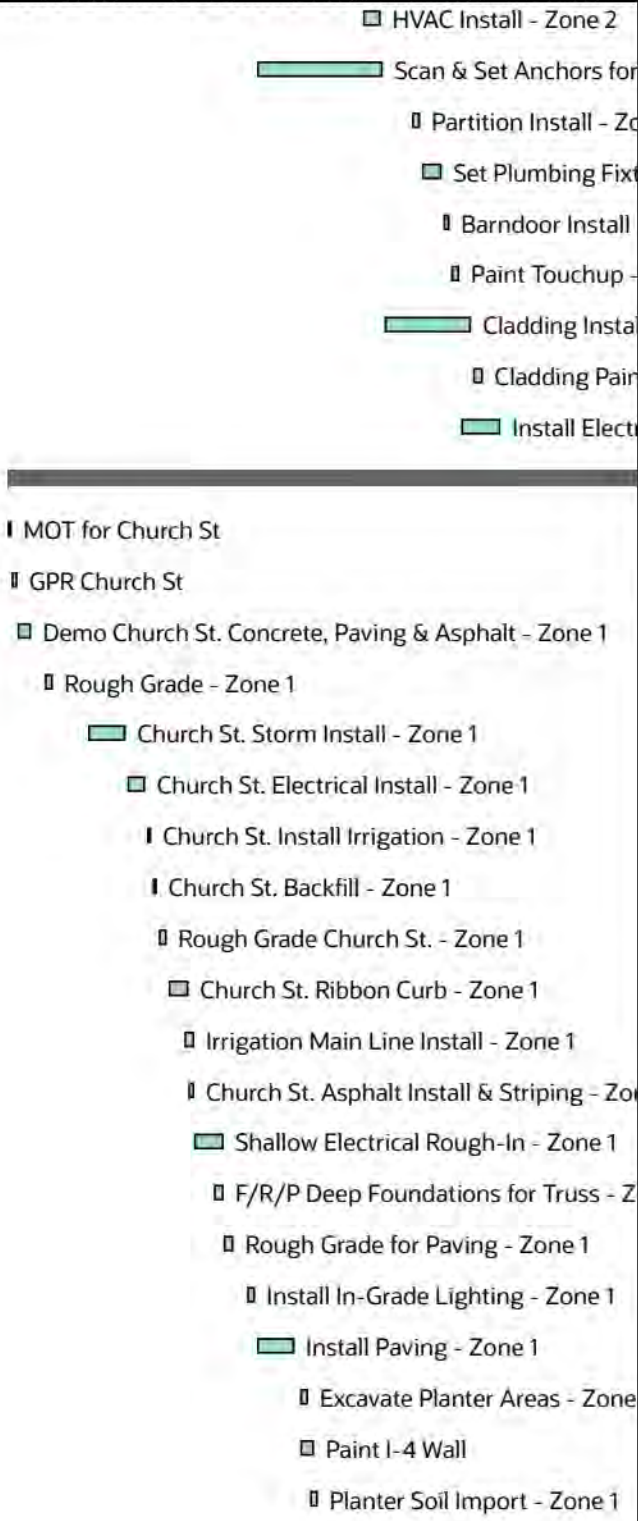


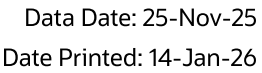
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SECOND AMENDED AND RESTATED FUNDING AGREEMENT

Beacon

THIS SECOND AMENDED AND RESTATED FUNDING AGREEMENT (this "**Agreement**") is made and entered into this _____ day of _____ 2026, (the "**Effective Date**") by and between the City of Orlando, a municipality of the State of Florida ("**City**"), the Community Redevelopment Agency of the City of Orlando, an entity created pursuant to Part III of Chapter 163, Florida Statutes ("**CRA**"), Beacon at Creative Village Partners, Ltd. ("**Beacon I**"), a Florida Limited Partnership, Beacon at Creative Village-Phase II Partners, Ltd. ("**Beacon II**"), a Florida Limited Partnership, and Beacon Condo Developers, L.L.C., a Florida Limited Liability Company ("**Beacon Condo**"). All three Beacon entities are collectively referred to as "**Applicant**". City, CRA, Beacon I, Beacon II, and Beacon Condo may together be referred to herein as the "**Parties**", or individually as a "**Party**".

WITNESSETH

WHEREAS, Beacon I is the contract purchaser of the property located at 630 W Amelia Street, Orlando, FL 32801 (the "**Property**", as shown on **Exhibit "A"** attached hereto and incorporated herein by this reference) and intends to contract with Beacon Condo to develop the Property into a 5-story multi-family residential housing community including, but not limited to, affordable housing containing one hundred fifteen (115) residential units ("**Units**"), including 76 units with funding facilitated by 9% Housing Credits pursuant to Florida Housing Finance Corporation ("**FHFC**") Request for Application (RFA) #2021-202 ("9% Units", also referred to as "**Phase 1 Units**"), and an additional thirty nine (39) housing units to be financed with funding facilitated by an FHFC SAIL loan pursuant to FHFC RFA #2024-205 ("**Phase 2 Units**"), and related structured parking and other related amenities (collectively, the "**Project**"); and

WHEREAS, the Project will help to achieve the City and CRA's shared goal of providing affordable housing within the Area; and

WHEREAS, the Project will fulfill a general goal of the Downtown Orlando Community Redevelopment Area Plan (the "**Plan**") to improve the variety of housing options within the Downtown Orlando Community Redevelopment Area (the "**Area**"); and

WHEREAS, the Florida Housing Finance Corporation ("**FHFC**") issued Request for Application (RFA) #2021-202 for the award of 9% Housing Credits for affordable housing, giving preference to local governments that provide Local Government Area of Opportunity funding commitments and thereby award a Local Government Preference under such RFA;

WHEREAS, through approval of this Agreement, City Council and the CRA agree to provide such Local Government Preference funding amount established by FHFC for RFA #2021-202 towards the portion of the Project being financed by the 9% Housing Credits under the RFA, thereby granting the award of the City's Local Government Preference pursuant to such RFA to the Project, The Beacon at Creative Village and will provide such funds to the City for the City to commit to the Applicant as Local Government Area of Opportunity funding for the 9% Units, thereby awarding the Local Government Preference to the Project; and

WHEREAS, the City and the CRA have identified affordable housing such as that provided by the Project as a matter of importance to the community, the CRA is willing to

provide additional funding towards the development of the overall Project, as described in this Agreement; and

WHEREAS, FHFC has issued RFA #2024-205 for the award of funding in the form of a SAIL loan and Beacon II has been selected for funding under such 2024 RFA; and

WHEREAS, the two phased project, being constructed within a single building, will be developed and constructed by the Applicant, and upon completion, the Phase I Units will be owned by Beacon I and the Phase 2 Units will be owned by Beacon II; and

WHEREAS, Section 163.400, Florida Statutes, encourages cooperation by public bodies in carrying out redevelopment within community redevelopment areas and Sections 163.370(c) and 163.387 (6)(c)(7), Florida Statutes, specifically authorize the expenditure of CRA funds for the development of affordable housing.

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

Article I

BACKGROUND

1.1 Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if fully set out below.

1.2 Benefits to City and CRA. Based upon the specific terms and conditions set forth in this Agreement, the CRA is willing to enter into this Agreement for the purpose of and to allow Applicant to maintain and operate the Project in accordance with the terms and conditions of this Agreement and all applicable ordinances, approvals and permits. The Applicant agrees to undertake the Project with the objective of meeting the City and CRA's goals of establishing and maintaining a variety of high quality affordable housing options to City and Area residents. The construction and operation of the Project as affordable housing will assist the CRA in implementing the Plan by providing additional affordable housing in the Area, thereby enhancing the quality of life in the Area through the eradication of slum and blight in accordance with the Plan and the Community Redevelopment Act, Part III, Chapter 163, Florida Statutes.

Article II

CRA FUNDING

2.1 Funding. To assist with the development of the Project and to demonstrate the CRA's determination of the importance of the Project and provision of additional affordable housing in the Area, the CRA will provide funding for the Project ("Funding") in an amount equal to One Million Two Hundred Twenty Thousand Dollars (\$1,220,000.00). The Funding shall be provided to the City upon Applicant's receipt of final allocation of 9% Housing Credits under RFA #2021-202 and SAIL proceeds under FHFC RFA 2004-2025 and shall be distributed to Beacon Condo upon the City's receipt of an invoice at any time following Construction Completion as defined in §3.2 hereof. Beacon I and Beacon II acknowledge that Beacon Condo is the entity to receive the Funding. Should the Project not reach Construction Completion by December 31, 2026 (the "Construction Completion Deadline"), except as otherwise provided herein, the City shall return the Funding to the CRA.

Article III
PRE AND POST CONSTRUCTION OBLIGATIONS

Applicant agrees to comply with the requirements set forth in this Article III. Failure to do so may result in forfeiture of the Funding.

3.1 Permits. At its sole cost and expense, Applicant shall comply with all applicable laws, regulations, ordinances, permitting, planning, platting, building, engineering, stormwater and land development regulations or the like concerning the development of the Property and shall be responsible for securing or causing to secure all local, state, and federal permits required for all construction activities for the Project at its expense. The Project shall also be subject to all approvals issued by the City/CRA's Appearance Review Board and Municipal Planning Board, City Council and any other governmental authority having jurisdiction or authority over the Property. Any and all street dedications have been made to the public as required by the City.

3.2 Affordability Requirement. For a period of fifty (50) years from completion of construction as evidenced by the Applicant's receipt of a Certificate of Occupancy for the Project ("Construction Completion") the following restrictions shall apply:

- A. No less than sixteen percent (18 units) of the Units will be leased to households earning thirty percent (30%) or less of the average area median income as defined for the Orlando area by the U.S. Department of Housing and Urban Development (HUD) from time to time.
- B. No less than sixty-one percent of the Units (70 units) will be leased to households earning sixty percent (60%) or less of the average area median income as defined for the Orlando area by HUD from time to time.
- C. No less than twenty-three percent of the Units (27 units) will be leased to households earning eighty percent (80%) or less of the average area median income as defined for the Orlando area by HUD from time to time.
- D. The Project shall contain a mix of units, with approximately 5 units being studio apartment units, approximately 61 units being 1 bedroom / 1 bath units, and approximately 49 units being 2 bedroom / 2 bath units.

3.3 Timely Payment of Taxes. Applicant shall pay the annual Orange County Real Property Tax Bill for ad valorem real property taxes levied in Orange County, Florida for the Property before such taxes become delinquent.

3.4 Audit. Applicant shall keep good and accurate books and records demonstrating compliance or non-compliance with the requirements of this Agreement. At any time, beginning on the Effective Date, the CRA shall be entitled to audit Applicant's books and records to the extent such books and records relate to Applicant's performance of obligations under the Agreement. Furthermore, the CRA's audit may be conducted with advance notice at Applicant's place of business or the CRA may require Applicant to provide copies, electronically or otherwise, of any and all books and records to the CRA for review and Applicant shall provide any and all such requested records within seven (7) days after request. The right to audit set forth in this section shall expire three (3) years after Applicant's obligations under this Agreement expire.

Article IV
COVENANTS AND REPRESENTATIONS OF APPLICANT

The Applicant hereby covenants, represents, and acknowledges the following covenants and representations that the CRA has relied upon in agreeing to provide the Funding described herein:

4.1 Ownership. Beacon I is the contract purchaser of the Property and the applicant for development of Creative Village Parcel L, Parcel ID: 26-22-29-1853-02-000.

4.2 Approvals. The Applicant will submit the site plan and plans for the Project to the City and CRA for their review and approval prior to submission to the City's CVDRC, and subsequently City Council, for review and approval of all aspects necessary for development of the Project on the Property.

4.3 Licensed Contractor. The Applicant shall utilize the services of a licensed and qualified contractor(s) to construct and make repairs to the Project (the "Contractor") in a safe and professional manner and in compliance with the terms of this Agreement and in conformance with all applicable federal, state and local laws and regulations, including, but not limited to, the Florida Building Code and the Americans with Disabilities Act.

4.4 Annual Status Reports. Applicant shall submit to the CRA by no later than each April 1st, commencing the first April 1st after execution of this Agreement, annual status reports evidencing and certifying compliance with the terms and conditions of this Agreement. Such annual status reports to be in a form reasonably acceptable to the CRA.

4.5 Orlando Utilities Commission. The Applicant agrees to use the Orlando Utilities Commission ("OUC") to provide electric utilities and water service for the Project pursuant to separate agreement(s) with OUC.

4.6 Indemnification. Beacon I, Beacon II, and Beacon Condo agree to indemnify and hold harmless the City and CRA, their elected and appointed officials, from and against any and all liability, losses, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the design, construction, and operation of the Project by Beacon I, Beacon II, Beacon Condo, or their Contractors, architects, and consultants ("Claims").

4.7 Applicant's Breach. Subject to Force Majeure (as defined in this Agreement), Beacon I, Beacon II or Beacon Condo's failure to comply at all times with their obligations contained herein shall be a material breach of this Agreement. Upon such breach, the City or CRA may seek repayment of all or a portion of the Funding until such breach is cured to the reasonable satisfaction of the City and CRA or seek other remedies available to it under law, including specific performance.

4.8 CRA Breach. In the event that the CRA materially breaches any of its obligations contained herein, including, but not limited to the obligation to provide the Funding, and fails to cure such breach within thirty (30) calendar days from the date of its receipt of written notice of such breach from the City or Applicant, then the City or Applicant shall have the right to require the CRA's specific performance under the terms and conditions of this Agreement.

4.9 City Breach. In the event that the City materially breaches any of its obligations contained herein, including, but not limited to the obligation to provide the Funding, and fails to cure such breach within thirty (30) calendar days from the date of its receipt of written notice of such breach from the CRA or Applicant, then the CRA or Applicant shall have the right to require the City's specific performance under the terms and conditions of this Agreement.

Article V

MISCELLANEOUS

4.10 Binding Effect. This Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, and their respective tenants, agents, licensees, guests and invitees and shall run with the Property. With or without specific reference thereto, the conveyance of any interest in all or a portion of the Property shall be subject to the benefits, burdens and other terms and conditions of this Agreement, to the same extent as if all of the terms and conditions of this Agreement were set forth in full in such conveyance. Notwithstanding the foregoing, the Parties acknowledge and agree that this Agreement: (i) is intended to govern and relate to the construction, use and operation of the Project on the Property; and (ii) shall not be transferable to any other real property.

4.11 Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties signed hereto and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

4.12 Controlling Laws.

4.12.1 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 City now in effect and those hereinafter adopted which are not inconsistent with the specific terms and agreements set forth herein.

4.12.2 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.

4.13 Entire Agreement. 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, including the prior versions of the Agreement entered into by the City, CRA, and Beacon I on July 19, 2021 and December 9, 2024. Amendment to or waivers of the provisions herein must be made by all the Parties hereto, be in writing, and in recordable form.

4.14 Savings Clause. 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 an independent provision and such holding shall not affect the validity of the remaining portions hereto.

4.15 Cost of Recording. Applicant, upon the execution of this Agreement, shall pay to CRA the cost of recording this Agreement in the Public Records of Orange County, Florida.

4.16 Estoppel. Upon the request of Applicant, or Lender(s) for the Project, the CRA and City hereby agree to furnish a letter stating that (i) this Agreement is in full force and effect if true, (ii) there are no defaults under their Agreement or if any identify them, and (iii) such other information as reasonably requested. Such letter shall be furnished within thirty (30) days after request therefor.

4.17 Assignment. This Agreement is personal to the Parties and Applicant shall not be entitled to assign this Agreement, or rights pursuant to this Agreement, without prior written consent of the CRA and the City. Subject to the restrictions on transfer set forth herein, this Agreement shall be binding upon and inure to the benefits of the successors and assigns of the Parties hereto. No assignment shall cause a release of Applicant's obligations pursuant to this Agreement.

4.18 Force Majeure. The Parties shall use reasonable diligence to ultimately accomplish the purposes of this Agreement, but shall not be liable to each other, or their successors or assigns, for damages, for breach of contract or otherwise, for failure, suspension, diminution, or other variations of services occasioned for a delay or occasioned by a cause or causes beyond the control of the Party whose performance is so delayed. Such causes shall include, without limitation: moratoria; severe adverse weather conditions (such as tropical storms, tornados or hurricanes); war-like operations; terrorism; governmental or judicial action/inaction; legislation, or controls (including permitting or approval delays beyond the dates set forth in the Project schedule); acts of other government agencies (regulatory entities or courts) in their sovereign or contractual capacity; fires; floods; epidemics; quarantines; restrictions; strikes or failure or breakdown of transmission or other facilities; material shortages; or acts of God. Without limiting the foregoing, the Parties agree that for delays contemplated by this section, the CRA and the City, acting through their respective staff identified under Section 4.25, will extend the Construction Completion Deadline with respect to such delays. The Parties acknowledge and agree that either Party's incompetence, failure to deploy adequate resources, failure to commence its duties hereunder within a reasonable time frame in accordance with the time frames stated herein or the applicable construction contracts, failure to make payments, or failure to exercise commercially reasonable diligence in the performance of its obligations hereunder shall not be deemed to constitute a force majeure event.

4.19 Disputes. Prior to the institution of any judicial proceedings, the Parties agree to attempt to settle the dispute through mediation and shall follow the procedure set forth below. Any time periods set forth in this Agreement for cure of default shall be extended to the end of the time periods set forth below to permit the Parties to attempt to resolve any disputes.

4.19.1 The Party believing a dispute to exist will give the other party written notice thereof, setting forth in reasonable detail the facts alleged to give rise to such dispute, the relevant contractual provisions, the nature of any claimed default or breach and a statement of the manner in which such Party believes the dispute should be resolved.

4.19.2 Within twenty (20) days after receipt of such notice, each Party against whom relief is sought in connection with such dispute will deliver a written response, setting forth in reasonable detail its view of the facts alleged to give rise to such dispute, the relevant contractual provisions, the nature of the claimed default or breach and a statement of the manner in which such Party believes the dispute should be resolved.

4.19.3 If the Parties do not agree on the manner in which the dispute should be resolved, they will arrange to hold a meeting within twenty (20) days after delivery of the response.

Each Party will have in attendance at such meeting a representative with authority to bind the represented Party to any agreement resolving the dispute. At the meeting (and any adjournments thereof), the Parties will negotiate in good faith in an attempt to agree as to whether a dispute exists, the exact nature of the dispute and the manner in which the dispute should be resolved. If deemed appropriate by any Party, a professional mediator may be engaged to assist in resolving the dispute with mediation costs borne equally by the Parties. Any resolution of the dispute will be evidenced by a written agreement setting forth in reasonable detail the actions to be taken by each Party. If no such written agreement is reached within 30 days after the first meeting, the Parties may pursue any legal remedies available to them with respect to such dispute.

4.19.4 Notwithstanding the provisions of this Article, nothing herein shall prevent or hinder any Party from pursuing and obtaining injunctive relief in a court of law as to matters appropriate for such relief.

4.19.5 Any and all remedies identified in this Agreement are cumulative and not exclusive and shall be in addition to any other remedy which the Parties may have.

4.19.6 City and CRA are Florida governmental entities whose limits of liability are set forth in section 768.28, Florida Statutes, and nothing herein shall be construed to extend the liabilities of City or CRA beyond that provided in section 768.28, Florida Statutes. Further, nothing herein is intended as a waiver of City's or CRA's sovereign immunity under section 768.28, Florida Statutes. Nothing hereby shall inure to the benefit of any third party for any purpose, including but not limited to, anything which might allow claims otherwise barred by sovereign immunity or operation of law.

4.19.7 NEITHER CITY OR CRA NOR APPLICANT OR THEIR AFFILIATES, SUBCONTRACTORS, AGENTS, ELECTED OR APPOINTED OFFICIALS, AND/OR EMPLOYEES SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGES OF ANY NATURE HOWSOEVER CAUSED; AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY OR ANY OTHER THEORY OF THE LAW.

4.20 Time. In computing any period of time pursuant to this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included, but the time shall begin to run on the next succeeding day. The last day of the period so computed shall be included, unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday. Time is of the essence.

4.21 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

4.22 No Liability or Monetary Remedy. The Applicant 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 or City, and that the CRA and City bear no liability for direct, indirect or consequential damages. The only remedy available to the Applicant for any breach by the City or CRA is to require the City or CRA's specific performance under the terms and conditions of this Agreement.

4.23 Effective Date and Term. This Agreement shall become effective on the Effective Date first written above, and end, subject to the termination and severability provisions set forth herein, upon satisfaction in full of all of the obligations of the Parties.

4.24 Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between the CRA or the City and the Applicant. The Applicant cannot create any obligation or responsibility on behalf of the CRA or City or bind the CRA or City 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 advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Agreement or any responsibility or obligation contemplated herein. The Applicant further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the Applicant as an inducement to entering into this Agreement.

4.25 Extensions. The CRA nominates David Barilla., as Executive Director of the Community Redevelopment Agency of the City of Orlando who may in his absolute discretion, act on behalf of the CRA to extend each and every deadline or any timeframe set forth in this Agreement for performance by the Applicant for a period of up to ninety (90) days. The City nominates Oren Henry, as Director of Housing and Community Development, who may in his absolute discretion, act on behalf of the City to extend each and every deadline or any timeframe set forth in this Agreement for performance by the Applicant for a period of up to ninety (90) days.

4.26 Amendment. This Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

4.27 Notices. Any notices required to be given hereunder shall be effective upon receipt and sent by either facsimile, hand-delivery, U.S. mail, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

CRA:

Community Redevelopment Agency of
the City of Orlando, Florida
400 South Orange Avenue
Orlando, Florida 32801
Attn: David Barilla, Executive Director
email: David.barilla@downtownorlando.com

and

Stacey Y. Adams, Assistant City Attorney
City Attorney's Office
400 South Orange Avenue
Orlando, Florida 32801
email: Stacey.adams@orlando.gov

City:

City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
Attn: Oren Henry, Director of Housing and Community Development
email: oren.henry@orlando.gov

and

Lisa Pearson, Assistant City Attorney
City Attorney's Office
400 South Orange Avenue
Orlando, Florida 32801
Email: lisa.pearson@orlando.gov

Beacon I:

Beacon at Creative Village Partners, Ltd.
By: SAS Beacon at Creative Village Managers, LLC
By: Southern Affordable Services, Inc.
335 Knowles Avenue, Suite 101
Winter Park, Florida 32789
Attn: Jay Brock, Executive Vice president
Email: jbrock@sashousing.org

Beacon II:

Beacon at Creative Village-Phase II Partners, Ltd.
By: SAS Beacon at Creative Village-Phase II Managers, LLC
By: Southern Affordable Services, Inc.
335 Knowles Avenue, Suite 101
Winter Park, Florida 32789
Attn: Jay Brock, Executive Vice president
Email: jbrock@sashousing.org

Beacon Condo:

Beacon Condo Developers, LLC
Attn: Paul M. Missigman, Manager
200 East Canton Avenue, Suite 102
Winter Park, Florida 32789
Email: _____

4.28 Captions. The captions and headings of sections or paragraphs used in this Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Agreement.

4.29 No CRA or City Security. This Agreement shall be construed in such manner that in no event shall the CRA or City be required to provide security for repayment

of any portion of any outstanding loans to the Applicant with respect to the Property nor shall the CRA or City be obligated under any mortgage or promissory note as the same relate to the Property.

4.30 Permits. The Applicant shall obtain all state and local permits or other governmental authorizations and approvals required by law in order to construct Project on the Property.

4.31 Compliance with Laws. The Applicant shall at all times be in compliance with all applicable federal, state and local laws, statutes, rules and regulations, including, but not limited to the Orlando City Code and City Code sections pertaining specifically to planning, zoning and permitting. This paragraph is not intended to preclude the City from granting the Applicant certain waivers, exemptions or variances under the Orlando City Code as allowed therein.

4.32 Counterpart Execution. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the City, the CRA, Beacon I, Beacon II, and Beacon Condo have executed this Agreement as of the Effective Date.

SIGNATURES BEGIN ON NEXT PAGE

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

“City”

THE CITY OF ORLANDO, FLORIDA,

By: _____

Mayor

Attest:

City Clerk

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____ 2026, by _____ and Stephanie Herdocia, the Mayor/Pro Tem and City Clerk, respectively, of the City of Orlando, Florida, who are both personally known to me.

Notary Public Signature

My Commission Expires: _____

(Affix Notary Stamp or Seal)

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

“CRA”

**COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF ORLANDO,
FLORIDA,**
an agency organized pursuant to Chapter 163,
Part III, Florida Statutes

By: _____

Chairman

Attest:

David Barilla
Executive Director

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____ 2026, by Buddy Dyer and David Barilla, the Chairman and Executive Director, respectively, of the Community Redevelopment Agency of City of Orlando, Florida, who are both personally known to me.

Notary Public Signature

My Commission Expires: _____

(Affix Notary Stamp or Seal)

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

**BEACON AT CREATIVE VILLAGE
PARTNERS, LTD, a Florida limited
partnership**

By: SAS Beacon at Creative Village Managers,
LLC, a Florida limited liability company,
General Partner

By: Southern Affordable Services Inc.,
a Florida not-for-profit corporation,
member

By: _____
Jay Brock
Executive Vice President

By: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____ 2026, by Jay Brock, as Executive Vice President of Southern Affordable Services, Inc., a Florida limited liability company, as Authorized Member of SAS Beacon at Creative Village Managers, LLC, a Florida limited liability company, as General Partner of Beacon at Creative Village Partners, Ltd., a Florida limited partnership on behalf of the partnership.

Notary Public Signature

My Commission Expires: _____

(Affix Notary Stamp or Seal)
Beacon Condo Execution Page

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

BEACON CONDO DEVELOPERS, LLC, a
Florida limited liability company

By: _____
Paul M. Missigman
Manager

By: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____ 2026, by Paul M. Missigman as Manager of Beacon Condo Developers, LLC, a Florida limited liability company.

Notary Public Signature

My Commission Expires: _____

(Affix Notary Stamp or Seal)

IN WITNESS WHEREOF, the Parties have caused these presents to be executed on the day and year indicated above.

**BEACON AT CREATIVE VILLAGE,
PHASE II PARTNERS, LTD.,** a Florida
limited partnership

By: SAS Beacon at Creative Village Phase II
Managers, LLC, a Florida limited liability
company, General Partner

By: Southern Affordable Services Inc.,
a Florida not-for-profit corporation,
member

By: _____
Jay Brock
Executive Vice President

By: _____

Print Name: _____

By: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____ 2026, by Jay Brock, as Executive Vice President of Southern Affordable Services, Inc., a Florida limited liability company, as Authorized Member of SAS Beacon at Creative Village- Phase II Managers, LLC, a Florida limited liability company, as General Partner of Beacon at Creative Village – Phase II Partners, Ltd., a Florida limited partnership on behalf of the partnership.

Notary Public Signature

My Commission Expires: _____

(Affix Notary Stamp or Seal)

EXHIBIT A

Property

Lot 2, Creative Village - Phase 1, according to the Plat thereof as recorded in Plat Book 93, Page 60, of the Public Records of Orange County, Florida, Section 26, Township 22 South, Range 29 East.