



**AB**

## **MEETING NOTICE**

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

**Welcome,**

**We are glad you have joined us for the June 28, 2023 Community Redevelopment Agency Advisory Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.**

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

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

## **AGENDA**

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
  - a. May 31, 2023 – CRA Advisory Board Meeting
4. Public Comment
5. New Business
  - a. Retail Stimulus Program: White Rabbit – Michael Whiteman, Economic Development Coordinator
  - b. Amendment Two to Amended and Restated Open Space Agreement – Mercedes Blanca, Assistant Director
6. Date of Next Meeting
7. Adjournment

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

**MEMORANDUM**

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

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

**DATE:** June 28, 2023

**SUBJECT:** Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, June 28, 2023.

**Approval of Minutes:**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the May 31, 2023 Community Redevelopment Agency Advisory Board Meeting

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

a. **Retail Stimulus Program: White Rabbit – Michael Whiteman, Economic Development Coordinator**

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

White Rabbit Restaurant and Bar, a full-service restaurant (more than 51% gross revenue from food & non-alcoholic beverages), has applied for funding under the Program to make eligible improvements to the retail space located at 27 E. Robinson Street, Orlando, FL 32801. Funding received would be used for electrical costs and plumbing expenses of the build-out. The total cost associated with eligible improvements is \$669,188 based on the estimates provided. Under the Program, the applicant is eligible for reimbursement of up to \$75,000 for tenant improvements and \$25,000 in rent assistance, bringing the total funding amount that White Rabbit Restaurant and Bar is eligible for to \$100,000.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the CRA Retail Stimulus Program Funding Agreement between the Community Redevelopment

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



Agency and White Rabbit Orlando LLC, subject to review and approval of the City Attorney's Office, and authorization for the Chair and Executive Director of the CRA to execute such Funding Agreement.

**b. Amendment Two to Amended and Restated Open Space Agreement – Mercedes Blanca, Assistant Director**

In 2019, the City of Orlando and the Community Redevelopment Agency (CRA) entered into an Open Space Agreement related to open spaces and plazas in the Downtown Community Redevelopment Area. Consistent with Part III, Chapter 163, Florida Statutes and the CRA's Downtown Orlando Redevelopment Plan goals, the agreement addresses the importance of the creation and enhancement of open space, allowing the CRA to engage in the installation, construction and reconstruction of parks, including planning and design.

This current amendment, Amendment Two to the Amended and Restated Open Space Agreement, addresses two Lake Eola Master Plan recommended improvements, the addition of 1 N. Rosalind Avenue to the park, and the pausing of Lake Eola Park restroom improvements that were contemplated in Amendment One to the Amended and Restated Open Space Agreement. As some of the design work has been completed for the restrooms, the contractor will be compensated for their work up to a not to exceed amount of \$100,000. The restroom design will be completed at a future date.

Other Lake Eola Park improvements that staff desires to move forward with include the design and associated project management of the overlook and lake wall by The Ting, which is located in the northeast quadrant of the park. The costs for this are not to exceed \$150,000. Additional repairs to the The Ting's structure would be handled by the Facilities Department. Sperry Fountain Plaza, located in the southwest quadrant of the park, would be completed in conjunction with the Legacy of Love Butterfly Garden which will acknowledge the donors that made the purchase of 1 N. Rosalind Avenue possible thanks largely to the efforts of the Orlando Land Trust. The plaza's design and construction costs are not to exceed \$275,000. Finally, design and construction costs associated with One North Rosalind which is located at the northeast corner of the intersection of Rosalind Avenue and Central Boulevard, are not to exceed \$750,000. This space will serve as a pocket park and extension of Lake Eola Park.

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

**Date of Next Meeting:**

The next Community Redevelopment Agency Advisory Board Meeting will be held Wednesday, July 26, 2023 at 3:00PM in the Veterans Conference Room.

**Adjournment**

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

**Community Redevelopment Agency (CRA) Retail Stimulus  
Program Funding Agreement  
White Rabbit Orlando LLC**

This AGREEMENT (the “Agreement”) is made and entered into this 17<sup>th</sup> day of July, 2023, by and between the Community Redevelopment Agency of the City of Orlando, Florida, a body politic and corporate of the State of Florida (hereinafter referred to as the “CRA”), whose address is 400 South Orange Avenue, Orlando, Florida 32802, and White Rabbit Orlando LLC, a Florida Limited Liability Company, whose address is 27 East Robinson Street, Orlando, Florida, 32801 and Speedy Downtown LLC (hereafter referred to as “the Property Owner”), whose address is 2469 N. John Young Parkway Suites C-D, Orlando, Florida, 32804 (hereinafter collectively referred to as “the parties”).

**WITNESSETH**

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

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

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

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

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

**WHEREAS**, the Grantee is presently the tenant of certain real property located within the Area, with such property being more particularly described in Grantee’s Application, **Exhibit “B”**, attached hereto and incorporated herein by this reference (“the Property”); and

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

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

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

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

2. Funding. Subject to the Grantee complying with all terms and conditions contained in this Agreement, including any and all exhibits hereto, the CRA shall award to the Grantee an amount not to exceed the sum of Seventy-Five Thousand Dollars and No Cents (\$75,000.00) for reimbursement of the goods and services Grantee acquired for the Improvements to the Property located at 27 East Robinson Street, Orlando, Florida 32801 as set forth in **Exhibit "B"**. The CRA shall also award to the Grantee an amount not to exceed the sum of Twenty-Five Thousand Dollars and No Cents (\$25,000.00) for rent abatement.

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

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

The CRA reserves the right to deny a request for reimbursement if the completed

Improvements made to the Property substantially deviate from the Improvements originally contemplated in the Program Manager's approval and this Agreement, and the Grantee failed to obtain approval of such deviations from the Program Manager.

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

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

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

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

7. Records and Reporting.

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

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

- a. The Grantee shall at all times be in compliance with the Orlando City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This part is not intended to preclude the City of Orlando from granting the Grantee certain waivers, exemptions, or variances as allowed under the Orlando City Code; and
- b. Grantee shall operate a full-service restaurant with at least 51% of gross revenue from sales of food and non-alcoholic beverages on the Property; and
- c. The Grantee shall maintain occupancy for a minimum of three (3) years from the effective date of the Agreement.

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

- a. The Grantee's failure to comply with any of the terms and conditions of this Agreement and exhibits attached hereto thirty (30) calendar days after receiving written notice from the CRA stating the nature of the violation(s) and the remedy to cure such violation(s). If necessary, an extension of time to cure the violation(s) may be granted at the discretion of the CRA Executive Director, or his or her designee;
- b. The Grantee's abandonment of the Property for any reason;
- c. Grantee not maintaining at least at least 51% of gross revenue from sales of food and non-alcoholic beverages as evidenced by the required reporting in Section 7b. above;
- d. Demolition or removal of the completed Improvements for any reason without prior approval from the CRA, which shall not be unreasonably withheld;
- e. The Grantee or the Property incurs a code enforcement lien; or
- f. Grantee makes a material representation in any certification or a communication submitted by the Grantee to the CRA in an effort to induce the award of the grant or the administration thereof which is determined to be false, misleading or incorrect in any material manner.

10. Remedies. Upon the occurrence of any uncured Event of Default, the CRA shall be free to terminate this Agreement upon ten (10) days written notice, withhold all funding, seek reimbursement of funds already disbursed, and/or exercise all rights and remedies available to it under

the terms of this Agreement, or under statutory law, equity, or common law. All remedies shall be deemed cumulative and, to the extent permitted by law, the election of one or more remedies shall not be construed as a waiver of any other remedy the CRA may have available to it.

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

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

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

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

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

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

a. Commercial General Liability Insurance: If the Property is commercial, the Grantee must secure commercial general liability insurance to include, but not limited to,



bodily injury and property damage coverage. The policy's liability limit amount shall not be less than \$500,000 Combined Single Limit (CSL) per person/per occurrence for bodily injury to, or death to one or more than one person, and not less than \$100,000 per occurrence for property damage.

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

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

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

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

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

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

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

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

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

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

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

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

27. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

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

- a. If to the CRA: Community Redevelopment Agency  
Orlando City Hall  
400 S. Orange Avenue  
Orlando, Florida 32801  
(with a copy to City Attorney's Office)
- b. If to the Grantee: White Rabbit Orlando LLC  
27 E. Robinson Street  
Orlando, Florida 32801
- c. If to Property Owner: Speedy Downtown LLC

2469 N. John Young Parkway  
Suites C-D  
Orlando, Florida 32804

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

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

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

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

[SIGNATURES ON THE NEXT PAGES]

**White Rabbit Orlando 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 \_\_\_\_\_, 2023, who is the \_\_\_\_\_ of White Rabbit Orlando 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: \_\_\_\_\_

**Speedy Downtown 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 \_\_\_\_\_, 2023, who is the \_\_\_\_\_ of Speedy Downtown, LLC, who is the Property Owner. He/she is personally known to me or has produced a  Driver's License or  \_\_\_\_\_ as identification and did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC

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

My Commission Expires:

**COMMUNITY REDEVELOPMENT AGENCY**

\_\_\_\_\_  
Chairman, Buddy Dyer

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Executive Director

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

\_\_\_\_\_, 2023

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

**EXHIBIT “A”**  
Program Guidelines

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

**Program Overview**

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

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

**Eligibility**

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

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

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

#### **Improvements Eligible for Reimbursement**

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

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

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





Before



After

### **Controls & Oversight**

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

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

### **Payment Procedure**

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

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

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

### **Evaluation**

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

### **Default**

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

### **Default Committee**

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

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

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

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

#### **Procedure**

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

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

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

**EXHIBIT “B”**

**Application of Gravity Taproom LLC**

(attached separately and incorporated herein)



**Fiscal Impact Statement**

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

**Description:** White Rabbit Restaurant & Bar is a full service restaurant located at 27 E. Robinson St, Orlando, FL 32801. In 2010, the Community Redevelopment Agency (CRA) created the CRA Retail Stimulus Program to attract strong retail operators and to achieve high-quality interior buildouts of new retail establishments within the CRA. In 2020, the Program was amended to allow qualifying businesses to be eligible for up to \$75,000 or 50% of the total cost of tenant improvements-related costs, whichever is less, as well as to allow a one-time award of up to \$25,000 to cover rent expenses. The maximum funding amount per eligible business is \$100,000.

White Rabbit has applied for funding under the Program to make eligible improvements for plumbing & electrical. The total cost associated with eligible improvements is \$669,188 based on the estimates provided. The applicant is eligible for \$75,000 for tenant improvements and \$25,000 in rent assistance. The total funding amount that White Rabbit is eligible for is \$100,000. The CRA Advisory Board recommends approving the \$100,000 for White Rabbit under the CRA Retail Stimulus Program.

**Expenses**

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

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

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

Comments (optional): (enter text here)

**Revenues**

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

Is this recurring revenue?  Yes  No

Comments (optional): (enter text here)

**Funding**

Expenses/Revenues will be recorded to:

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