


TO: Mayor Jerry L. Demings
and
County Commissioners

FROM: Fred Winterkamp, Fiscal & Business Services Division Manager 

DATE: July 24, 2023

RE: **Consent Agenda Item – August 8, 2023**
Tourist Development Tax Grant Application Review Committee Funding Agreement for Orlando Philharmonic Plaza Live Renovations

On November 29, 2016, the Board of County Commissioners (“Board”) adopted Ordinance No. 2016-30 (“Ordinance”), which amended the County’s Tourist Development Plan to authorize funding from available unallocated Tourist Development Tax (TDT) revenue for legally authorized capital projects and events pursuant to a grant application process set forth in Section 25-147 of the Orange County Code (Code). Pursuant to the Ordinance, on October 31, 2017, the Board adopted Resolution No. 2017-M-44, which established the Tourist Development Tax Grant Application Review Committee (ARC) to serve in an advisory capacity to the Board by evaluating applications for excess TDT revenue funding pursuant to established application review criteria and to make recommendations on same.

At the March 15, 2019, ARC meeting, the ARC considered an application from the Orlando Philharmonic (OPO) Plaza Live facility (Plaza Live) for excess TDT revenue and performed an evaluation of the proposal. Plaza Live requested up to \$10,000,000 for two purposes: 1) \$3 million for the City of Orlando (City) to acquire the Plaza Live, and 2) \$7 million for renovations to the Plaza Live facility as part of a larger project. The City acquisition would make the facility publicly owned as required under the TDT legislation, which would then allow for the TDT funded renovations. The City agreed to lease the facility back to OPO and Plaza Live to operate.

Following its evaluations of the grant application, the ARC approved recommending the funding request to the Orange County Tourist Development Council (TDC). On March 27, 2019, the TDC recommended the funding request to the Board. Then, on April 23, 2019, the Board approved the funding request recommended by ARC and TDC and directed staff to develop funding agreements.

At the October 8, 2019, Board meeting, the first OPO Plaza Live funding agreement was approved and thereafter the Plaza Live was acquired by the City and leased back to OPO and Plaza Live for a nominal amount. The pandemic delayed the renovation plans in 2020 and 2021. Now in 2023, the Plaza Live has completed their post pandemic planning and fundraising and indicated they have permits, construction contracts, and matching funds to immediately begin the renovation that includes the \$7 million remaining TDT grant already approved by the Board in 2019, but awaiting a funding agreement. The County Attorney's Office has now drafted the \$7 million renovation funding agreement and the OPO and Plaza Live have executed the agreement. The construction timeline is expected by the Plaza Live team to be from mid-summer to November of 2023. This agreement will allow the Plaza Live to access these previously granted TDT funds which are Board approved and which are specifically contemplated as part of the first Plaza Live funding agreement which was also approved by the Board.

The Board appropriated \$8,000,000 per year beginning in Fiscal Year 2017-18 through Fiscal Year 2022-23 for applicants that apply for funding to the ARC pursuant to Section 25-147 of the Code. The use of TDT revenues for auditoriums and museums is authorized pursuant to section 125.0104(5)(a) 1.b. and c., Florida Statutes, respectively. If approved, the Comptroller will disburse TDT funds in accordance with the terms of the funding agreement. The Office of Management and Budget is submitting the corresponding budget amendments and budget appropriations for this funding agreement.

If you have any questions, please contact me at (407) 836-2920.

ACTION REQUESTED:

Approval and execution of Agreement between Orange County, Florida and the Orlando Philharmonic Orchestra, Inc., and the Orlando Philharmonic Plaza Foundation, Inc. – The Plaza Live

C: Byron Brooks, County Administrator
Jeffrey Newton, County Attorney
Lisa Snead, Assistant County Administrator

AGREEMENT
between
ORANGE COUNTY, FLORIDA
and
THE ORLANDO PHILHARMONIC ORCHESTRA, INC.
and
THE ORLANDO PHILHARMONIC PLAZA FOUNDATION, INC.

THE PLAZA LIVE
(425 North Bumby Avenue, Orlando, FL 32803)

THIS AGREEMENT is made and entered into as of the date of last execution below, by and between ORANGE COUNTY, FLORIDA, a charter county and political subdivision of the State of Florida (“County”), THE ORLANDO PHILHARMONIC ORCHESTRA, INC., a Florida not-for-profit corporation (“Orchestra”), and THE ORLANDO PHILHARMONIC PLAZA FOUNDATION, INC. a Florida not-for-profit corporation (“Foundation”)(collectively, “the Parties”).

WITNESSETH:

WHEREAS, the County currently collects the tourist development taxes authorized by section 125.0104(3)(c), (d), and (m), Florida Statutes (“Tourist Development Tax” or “TDT”), and authorized uses of such Tourist Development Tax include the construction of auditoriums located within the county in which such tax is levied that are publicly owned, but operated by organizations that are exempt from federal taxation pursuant to 26 U.S.C. s. 501(c)(3), and open to the public; and

WHEREAS, on November 29, 2016, the Orange County Board of County Commissioners (“Board”) adopted Ordinance No. 2016-30, which amended the Tourist Development Plan to authorize funding from legally available unallocated TDT revenue for legally authorized capital projects and events pursuant to a grant application process set forth in Section 25-147 of the Orange County Code (“Code”); and

WHEREAS, (i) the Orchestra is a Florida not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and (ii) the Foundation is a Florida not-for-profit corporation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and also is a Type I supporting organization of and for the Orchestra under Section 509(a)(3)(B)(i) of the Internal Revenue Code of 1986, as amended; and

WHEREAS, in 2018, the Orchestra applied for TDT capital funding for (i) the acquisition by the City of Orlando (“City”) of real property from the Foundation known and operated as “The Plaza Live” (the “Property”), and (ii) the renovation of the Property by the Orchestra, both of which are authorized expenditures pursuant to the Local Option Tourist Development Act, codified at section 125.0104, Florida Statutes (2023); and

WHEREAS, on March 15, 2019, the County’s TDT Application Review Committee (“ARC”) evaluated Orchestra’s application and recommended approval to the Tourist Development Council (“TDC”) of TDT funding to City and Orchestra in the total amount of up to Ten Million Dollars (\$10,000,000.00); and

WHEREAS, on March 27, 2019, the TDC recommended approval of Orchestra’s application to the Board, and on April 23, 2019, the Board approved the Ten Million Dollar (\$10,000,000.00) funding request; and

WHEREAS, initial TDT funding in the amount of Three Million Dollars (\$3,000,000.00) was paid to the City pursuant to an Agreement between the County and the City dated October 8, 2019 for the purpose of the City acquiring the Property, and said agreement expressly contemplated this second funding agreement for the remainder of the funding; and

WHEREAS, subsequent to the City’s acquisition of the Property, the City entered into a long-term lease with the Foundation, under which the Foundation will operate the Property as offices and rehearsal space for the Orchestra, and as a venue open to the public for ticketed live concerts and cultural events, all in support of the Orchestra; and

WHEREAS, the remaining funding of up to Seven Million Dollars (\$7,000,000.00) is payable to Orchestra pursuant to the terms and conditions set forth herein for renovation of the Property as set forth in the Grant Application.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County, Orchestra, and Foundation agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein and made a part of this Agreement.

2. County Contribution. Subject to all terms and conditions set forth in this Agreement, the County agrees to contribute to the Orchestra and Foundation a total aggregate amount not to exceed Seven Million Dollars (\$7,000,000.00) solely from Excess TDT Revenue (“County Contribution”). For purposes of this Agreement, “Excess TDT Revenue” shall mean those TDT revenues appropriated by the Board for capital projects that apply for funding to the ARC pursuant to Section 25-147 of the Code. The County Contribution shall be made payable to the Foundation.

3. Restrictions on Use of County Contribution. The Orchestra and the Foundation shall use the County Contribution only to pay for capital costs associated with the design and construction of the Main Theatre in accordance with Section 125.0104(5)(a)1.b., Florida Statutes, and the adjacent public areas supporting the Main Theatre (“Support Areas”), as described in the Orchestra’s “Orange County Tourist Development Tax Capital Project Grant Application” dated November 2018 (the “Grant Application”), on file with the County, and consistent with the project budget, attached hereto as **EXHIBIT “A”**. Capital costs shall include: construction; design and engineering expenses; and furnishings, fixtures and equipment for the Main Theatre and Support Areas. The County Contribution shall not be used for construction cost overruns; operating costs; or maintenance costs of any type whatsoever in

connection with the construction or operation of the Main Theatre. Furthermore, the County Contribution shall not be used or pledged to secure any debt whatsoever.

4. Limitations on County's Obligation. The County's obligation to make the County Contribution shall not constitute a lien on Tourist Development Taxes and will not be on parity with any existing or future debt of the County. The obligations of the County under this Agreement are limited solely to Excess TDT Revenue and no general fund revenues or other funds whatsoever of the County are obligated. Nothing provided herein shall obligate or require the County to levy any ad valorem taxes, fees or assessments whatsoever. This Agreement and any payments provided for in this Agreement are contingent upon the availability of Excess TDT Revenues derived from the tax levied under Section 25-136 of the Code and made available under Section 25-147 of the Code to make the payments hereunder. The County shall not cause such Excess TDT Revenues to be unavailable as a result of dilution of the funds made available through the application process set forth in Section 25-147 of the Code through funding other projects through such process.

5. Disbursement of County Contribution. The County Contribution shall be disbursed following the Orchestra submitting proof of eligible design, architectural, or construction costs with certification from the architect that work invoiced has been satisfactorily performed and signed by an authorized representative of the Orchestra or the Foundation and accompanied by invoices or receipts evidencing completion of work in substantially the form of the cost requisition attached hereto as **EXHIBIT "B."** All such requisitions shall be submitted to the County Administrator or designee on a monthly basis, with a copy to the Orange County Comptroller ("Comptroller") at the notice address set forth in Section 8 herein. After review and approval of each requisition, the County Administrator or designee shall instruct the Comptroller to make payment to the Foundation in the amount of the requisition request within 20 business days thereafter.

No later than 45 days following a disbursement for unpaid invoices, if any, the Orchestra or the Foundation shall provide the County with evidence of payment demonstrating that any such invoice was paid.

6. Orchestra and Foundation Representations and Obligations. The Orchestra and the Foundation have represented that each has received a determination from the Internal Revenue Service that it meets the requirement of Section 501(c)(3) of the Internal Revenue Code and hereby represents that it is in material compliance with the terms of such determination. The Orchestra and the Foundation shall each (i) maintain 501(c)(3) status during the term of this Agreement; (ii) diligently proceed with the design and construction of the Main Theatre in a financially responsible and commercially reasonable manner; (iii) use the Main Theatre as described in the Grant Application; and (iv) shall comply with all federal, state, and local laws, ordinances, rules and regulations relating to the design, construction, funding, operation and maintenance of the Main Theatre.

7. Orchestra and Foundation Audit. The County and the Comptroller (or designee) shall have the right to audit from time to time for compliance with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement, the use of the County Contribution for the design and construction of the Main Theatre. Such right shall extend for a period of five (5) years after completion of the Main Theatre. The Orchestra and the

Foundation each agree to provide reasonable assistance in providing documents, materials, data, information and records to the County and the Comptroller or designee in the performance of these audits as requested by the Comptroller or County during the course of this contract and for a period of five (5) years after the final payment hereunder. In those situations where records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), the Comptroller's representatives shall be provided with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats. Such activity shall be conducted during normal business hours.

8. Notices. Any notices required or allowed hereunder shall be in writing and given by certified mail with return receipt requested, to the addresses below, or in person with proof of delivery to the addresses below, or such other address as the parties shall have specified by written notice to the other parties delivered in accordance herewith:

County:	Orange County Administrator 201 S. Rosalind Avenue, 5 th Floor Orlando, Florida 32801
Orchestra:	The Orlando Philharmonic Orchestra, Inc. 425 N. Bumby Avenue Orlando, FL 32803 Attention: Executive Director
Foundation:	The Orlando Philharmonic Plaza Foundation, Inc. 425 N. Bumby Avenue Orlando, FL 32803 Attention: President, Board of Orlando Philharmonic Plaza Foundation, Inc.
Comptroller:	Orange County Comptroller Director of Finance & Accounting 201 S. Rosalind Avenue, 4 th Floor Orlando, Florida 32801

9. Indemnification. The Orchestra and the Foundation each agree to defend, indemnify, and hold harmless the County, its officials and employees from all claims, actions, losses, suits and judgments, fines, liabilities, costs, and expenses (including attorney's fees) attributable to the respective party's negligent acts or omissions or those of the respective party's officials and employees acting within the scope of their employment or connected in any way or arising from performance under this Agreement. The foregoing shall not constitute an agreement by any party to assume any liability for the acts, omissions and/or negligence of the other parties. This provision shall survive termination of this Agreement.

10. Budget and Reporting Requirements. As a condition of receiving funds pursuant to this Agreement, the Orchestra and the Foundation each acknowledge and agree to comply with their reporting obligations and to timely provide the following to the Comptroller and County Administrator at their respective notice addresses listed in Section 8 hereof:

- (i) audited financial statements for all periods during which the Orchestra and Foundation receive TDT funding under this Agreement within 60 days of completion of the audit, and such audit shall be completed within 180 days of the close of their fiscal year;
- (ii) The Orchestra and the Foundation's IRS Form-990 filing with the Internal Revenue Service for all periods during which the Orchestra and Foundation receive TDT funding under this Agreement, to be submitted at the time of submission to the IRS; and
- (iii) after completion of the Main Theatre, periodic program reports regarding the attendance at the Main Theatre, the economic impact generated by the Main Theatre, and the source of that information.

At the County's or Tourist Development Council's discretion, the Orchestra and the Foundation shall provide a presentation or presentations regarding the Main Theatre as may be requested by the Tourist Development Council or the County.

11. Recordkeeping; Accounting. The Orchestra and the Foundation will utilize accounting procedures and practices in the maintenance of the records of receipts and disbursements of the funds contributed by the County, as well as all receipts and disbursement of funds, and such procedures and practices shall be in accordance with generally accepted accounting principles. All such records shall be open to inspection and auditing by the County, the County's designee, or the County Comptroller during normal business hours during the term hereof, and for a period of five (5) years after completion of the Main Theatre or the termination of this Agreement whichever shall occur later. Any cost incurred by the Orchestra or the Foundation as a result of a County audit shall be the sole responsibility of and shall be borne by the Orchestra and the Foundation. In addition, should the Orchestra or the Foundation provide any or all of the County's funds to sub-recipients, then and in that event the Orchestra and the Foundation shall include in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee for the term of the contract and for a period of five (5) years after the term of such contract. This provision shall survive termination of this Agreement.

12. Term; Termination. This Agreement shall become effective upon execution by each party hereto and shall continue for a period of five (5) years following completion of the Main Theatre. This Agreement may be amended, modified, or terminated at any time during the term of this Agreement by the mutual written agreement of the Parties.

13. Default by Orchestra and/or Foundation. The occurrence of any of the following constitutes an Event of Default by the Orchestra and/or the Foundation:

- (a) Failure to complete construction of the Main Theatre within three (3) years from the date of this Agreement;
- (b) Any material representation is made by the Orchestra or the Foundation in any communication submitted to the County in an effort to induce the

disbursement of Excess TDT Revenues is determined by the County to be materially false, misleading, or incorrect;

(c) The Orchestra's or the Foundation's default in the performance of any material term or covenant of this Agreement not otherwise provided for in this section for a period of more than 30 days after its receipt of a notice of default provided however that if the nature of the default is such that it cannot reasonably be cured within such 30-day period then the defaulting party shall have a reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure;

(d) The dissolution of the Orchestra or the Foundation;

(e) If (i) a petition is filed by the Orchestra or the Foundation seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (ii) a petition is filed against the Orchestra or the Foundation, which is not dismissed within 60 days after filing, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any law relating to bankruptcy or insolvency, or (iii) the Orchestra or the Foundation seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all of the rent, revenues, issues, earnings, profits or income of any part of the Plaza Live, or (iv) the Orchestra or the Foundation makes any general assignment for the benefit of creditors, or (v) the Orchestra or the Foundation is Insolvent (as defined herein); or (vi) any trustee, receiver or liquidator of the Orchestra or the Foundation is appointed who is not discharged within 60 days after its appointment. For purposes of this paragraph, a person or entity shall be deemed to be "Insolvent" if they are unable to pay their debts as they become due and/or if the fair market value of their assets does not exceed their aggregate liabilities;

(f) The loss of the Orchestra or the Foundation status under Section 501(c)(3) of the Internal Revenue Code for a period of more than 30 days after its receipt of a notice of default provided that if it is not commercially reasonable to reinstate such status within such 30-day period then the Orchestra or the Foundation shall have a commercially reasonable period of time to cure such default provided that it diligently undertakes and pursues such cure;

(g) The Orchestra or the Foundation vacating or abandoning the Plaza Live.

In the event of a default by the Orchestra or the Foundation, the County may, at its option, exercise any one or more of the following remedies: (i) declare this Agreement terminated or (ii) exercise any and all remedies available at law and in equity.

14. Default by the County. The following shall constitute a default by the County: the County's continued default in the performance of a material term of this Agreement including but not limited to its obligations for disbursement of the County Contribution in accordance with the requirements of this Agreement for a period of more than 30 days from its receipt of written notice of such default from the Orchestra or the Foundation. In the event of a

default by the County, then the Orchestra or the Foundation, at their option, may exercise any one or more of the following remedies: (i) declare this Agreement terminated; or exercise the remedy of mandamus to require the County's performance under the terms and conditions of this Agreement and/or an action for specific performance. The Orchestra and the Foundation hereby acknowledge and agree that the only remedies available to the Orchestra and the Foundation other than termination are those of mandamus and specific performance, and the County shall bear no liability for direct, indirect, or consequential damages.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statements heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

16. No Assignment. The Orchestra and the Foundation may not assign their rights hereunder, without the prior written consent of the County. Failure to comply with this section may result in immediate termination of this Agreement.

17. No waiver. Continued performance by any party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.

18. Severability. The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

19. Governing Law; Venue. Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida. This Agreement shall be governed by the laws of the State of Florida.

20. Headings. The headings or captions of sections or paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

21. Counterparts. This Agreement may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below:

THE COUNTY:

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*
Jerry L. Demings
Orange County Mayor

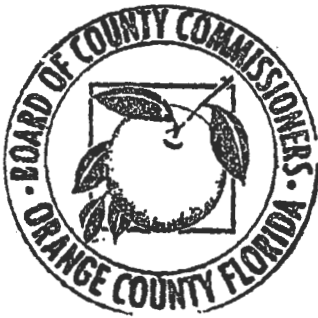
Date: August 8, 2023

ATTEST:

Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: *Jennifer Ann - Kline*
Deputy Clerk

(SEAL)



ORCHESTRA:

**THE ORLANDO PHILHARMONIC
ORCHESTRA, INC.**

By: Melody B. Lynch
Its: President
Date: 7 / 10 / 23

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of July, 2023 by Melody B. Lynch, as President of the Orlando Philharmonic Orchestra, Inc., a _____, She is personally known to me or has produced _____ as identification.

(Notary Seal)

Janie L. Kearse
Notary Signature



Printed Notary Name
Notary Public in and for
the county and state aforesaid.
My commission expires: _____

FOUNDATION:

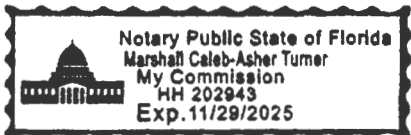
**THE ORLANDO PHILHARMONIC
PLAZA FOUNDATION, INC.**

By: *James C. Grant*
Its: PRESIDENT
Date: 7/10/2023

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of July, 2023 by Louise Grant, as President, of the Orlando Philharmonic Plaza Foundation, Inc., a _____, S/He is personally known to me or has produced _____ as identification.

(Notary Seal)



Marshall Caleb-Asher Turner
Notary Signature

Marshall Caleb-Asher Turner
Printed Notary Name

Notary Public in and for

the county and state aforesaid.

My commission expires: 11/29/2025

Plaza Live			
DCC			
Project Budget			
5/18/2023			
Description		Amount	Amount
	Project	TDT	PLF
	Budget	Portion	Portion
Architectural and Engineering Design @ 7%+			
General Conditions Theater Lobby	\$ 360,693.00	\$ 360,693.00	
Gen Requirments Theater Lobby	\$ 167,879.00	\$ 167,879.00	
Permit Theater Lobby	\$ 46,250.00	\$ 46,250.00	\$ -
Insurance Theater/Lobby	\$ 35,700.00	\$ 35,700.00	
Testing Theater	\$ 5,000.00	\$ 5,000.00	
Final Cleaning Theater/Lobby	\$ 6,295.00	\$ 6,295.00	
Demolition Theater	\$ 108,160.00	\$ 108,160.00	
Concrete Cutting Theater	\$ 16,250.00	\$ 16,250.00	
Concrete Theater	\$ 133,271.00	\$ 133,271.00	
Metal Handrails Theater	\$ 14,040.00	\$ 14,040.00	
Metal Handrails Mezzanine Theater	\$ 17,550.00	\$ 17,550.00	
Structural Steel Allowance Theater/Entrance	\$ 71,500.00	\$ 71,500.00	
Structural Steel Smoke Evac Theater	\$ 7,800.00	\$ 7,800.00	
ACM Soffit & Fascia Entrance	\$ 169,240.00	\$ 169,240.00	
Lobby Bars	\$ 403,000.00	\$ 403,000.00	
Fiberglass Concrete Wall Finish Lobby	\$ 46,800.00	\$ 46,800.00	
Rough Carpentry Lobby	\$ 13,000.00	\$ 13,000.00	
Roofing At Stage Theater	\$ 22,750.00	\$ 22,750.00	
Doors & Frames Lobby	\$ 74,750.00	\$ 74,750.00	
Install Doors & Frames	\$ 10,465.00	\$ 10,465.00	
Entry Storefront Lobby	\$ 142,425.00	\$ 142,425.00	
Drywall Lobby	\$ 215,500.00	\$ 215,500.00	
Acoustical Ceiling Lobby	\$ 11,050.00	\$ 11,050.00	
FRP Lobby	\$ 4,550.00	\$ 4,550.00	

Exhibit A

Spray Ceilings Lobby	\$ 71,214.00	\$ 71,214.00	
Flooring Lobby	\$ 373,958.00	\$ 373,958.00	
Floor Sealing Theater	\$ 76,310.00	\$ 76,310.00	
Slate Wall Veener Lobby	\$ 23,400.00	\$ 23,400.00	
Painting Lobby	\$ 45,422.00	\$ 45,422.00	
Painting Theater	\$ 41,600.00	\$ 41,600.00	
Toilet Accessories & Partitions Lobby	\$ 58,500.00	\$ 58,500.00	
Interior ADA Signage Theater/Lobby	\$ 975.00	\$ 975.00	
Fire Extinguishers Lobby	\$ 3,900.00	\$ 3,900.00	
Windpw Treatments Lobby	\$ 15,600.00	\$ 15,600.00	
Fire Suppression Lobby	\$ 36,400.00	\$ 36,400.00	
Plumbing Lobby	\$ 328,631.00	\$ 328,631.00	
Bar Grease Traps Lobby	\$ 45,500.00	\$ 45,500.00	
HVAC Lobby	\$ 302,600.00	\$ 302,600.00	
Electrical Lobby	\$ 394,920.00	\$ 394,920.00	
Lighting Lobby	\$ 130,000.00	\$ 130,000.00	
Fire Alarm Theater/Lobby	\$ 45,500.00	\$ 45,500.00	
Imported Fill Theater Floor	\$ 16,250.00	\$ 16,250.00	
General Site Work Theater/Lobby	\$ 13,000.00	\$ 13,000.00	
Roofing & Flashing Lobby & Spire	\$ 287,850.00	\$ 287,850.00	
Bond	\$ 60,000.00	\$ -	\$ 60,000.00
Over Head	\$ 268,527.00	\$ 268,527.00	
Profit	\$ 184,963.00	\$ 184,963.00	
		\$ -	
	\$ 4,928,938.00	\$ 4,868,938.00	
		\$ -	
Previous Arch Invoices	\$ 375,000.00	\$ 153,073.00	\$ 221,927.00
Arch Contract	\$ 443,442.00	\$ 443,442.00	
Arch Reimbursable Budget	\$ 20,000.00	\$ 20,000.00	
Arch Permitting Labor Budget	\$ 30,000.00	\$ 30,000.00	
Arch Original 3	\$ 36,960.00	\$ 36,960.00	
Arch Exterior Design	\$ 11,525.00	\$ 11,525.00	
Landscape Design	\$ 5,000.00	\$ 5,000.00	
Parking Lot	\$ 284,445.00	\$ 284,445.00	

DCC.	\$ 287,500.00	\$ -	\$ 287,500.00
Sound	\$ 185,000.00	\$ 185,000.00	
Sound Infrastructure Budget	\$ 75,000.00	\$ 75,000.00	
Light Budget	\$ 150,000.00	\$ 150,000.00	
Light Infrastructure Budget	\$ 75,000.00	\$ 75,000.00	
Spire	\$ 214,109.00	\$ 214,109.00	
DAS System	\$ 58,411.00	\$ 58,411.00	
Duct Sock	\$ 52,099.00	\$ 52,099.00	
Marquee (2)	\$ 200,000.00	\$ 200,000.00	
Patrons Building	\$ 1,100,000.00	\$ -	\$1,100,000.00
Misc	\$ 467,571.00	\$ 137,000.00	\$ 330,571.00
Contingency	\$ 475,000.00	\$ -	\$ 475,000.00
		\$ -	
	\$ 9,475,000.00	\$ 7,000,002.00	\$2,474,998.00
		\$9,475,000.00	

EXHIBIT "B"

**FORM OF DESIGN AND CONSTRUCTION COST REQUISITION
THE PLAZA LIVE**

Date: _____

TO: Orange County Administrator
Orange County Comptroller

The Orlando Philharmonic Orchestra, Inc. and the Orlando Philharmonic Plaza Foundation, Inc. hereby request, pursuant to the Agreement between Orange County, Florida, The Orlando Philharmonic Orchestra, inc. and the Orlando Philharmonic Plaza Foundation, Inc. regarding the construction and design of the Plaza Live Main Theatre and Support Areas dated _____, 2023 (the "Agreement"), disbursement of the following amounts:

Name of Vendor	Nature of Disbursement	Vendor Invoice No.	Amount
----------------	------------------------	--------------------	--------

The undersigned does hereby certify to the County that as of the date hereof: 1) there is no existing breach of the Agreement; 2) the above listed items are properly included as authorized design and construction costs of the Main Theatre and Support Areas as set forth in the Agreement; 3) attached hereto are invoices for the costs requested hereby 4) that the inspecting architect or engineer has made an inspection of and approved the work completed as represented in this requisition; 5) all work being designed and constructed is in accordance with land use restriction agreements, covenants, restrictions, codes or ordinances affecting the site of the Main Theatre and Support Areas; 6) the work for which payment is being requested above has been performed and there has been no previous request and disbursement from TDT Revenues for payment of the work.

By: _____
Authorized Representative of _____