



AB

MEETING NOTICE

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

Welcome,

We are glad you have joined us for the April 27, 2022 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. Approval of April 13, 2022 – Community Redevelopment Agency Advisory Board Meeting
4. Public Comment
5. New Business
 - a. Fringe Festival of Central Florida, Inc. Funding Agreement – Thomas C. Chatmon Jr., Executive Director
 - b. Open Space Agreement Amendment III – Thomas C. Chatmon Jr., Executive Director
6. Date of Next Meeting
7. Adjournment

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

MEMORANDUM

TO: Jamie Barati, Chair
Monica McCown, Vice Chair
David Swanson
Eugene Jones
Kimberly Stewart
Doug Taylor
Commissioner Victoria Siplin

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

DATE: April 27, 2022

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for April 27, 2022.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the April 13, 2022 Community Redevelopment Agency Advisory Board Meeting.

Public Comment:**New Business:**

a. **Fringe Festival of Central Florida, Inc. Funding Agreement – Thomas C. Chatmon Jr., - Executive Director**

The City leases the space at Units 201 and 202, 54 West Church Street (Facility) to be operated as an arts space. The City is currently finalizing terms of a sub-lease with International Fringe Festival of Central Florida, Inc. (Fringe), to conduct theatrical and dance performances as well as host concerts and operate an arts accelerator within the Facility. Fringe will be responsible for all costs of operating the Facility including rent, insurance, utilities, maintenance, staffing, labor, and marketing costs. The attached Funding Agreement provides \$307,000 for Fringe to activate the Facility with an arts accelerator and requires Fringe to host a minimum of 150 performances which will feature at least 25 arts organizations and 2,000 individual artists. It is anticipated that the majority of the events will feature local artists and a signature series (about 20% of overall events) will feature recognized names appropriate for the 167-seat theatre. The operation of the Facility within the Downtown Orlando Community Redevelopment Area will help the CRA to achieve its Redevelopment Plan goals of providing diverse arts and cultural events and opportunities as destination

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

activities in the downtown core, operating an arts incubator and developing a progressive arts infrastructure, as well as fostering the creator culture.

Staff recommends that the CRA Advisory Board recommend to the CRA that it approve the Funding Agreement with International Fringe Festival of Central Florida, Inc., in substantially the form attached hereto and subject to review and approval by the City Attorney's Office and authorize the Chairman and Executive Director to execute the Funding Agreement, with such approval contingent upon the City entering into a sub-lease with Fringe.

b. Open Space Agreement Amendment III – Thomas C. Chatmon Jr., - Executive Director

In 2019, the City of Orlando and Community Redevelopment Agency (CRA) entered into an Open Space Agreement related to open spaces and plazas in the Downtown Community Redevelopment Area. The Agreement included funding for work related to design for the Orange Robinson Park. In 2021, the subsequent Amendment Two to the Open Agreement included funding of up to \$3,000,000 towards the construction of the Orange Robinson Park (Art²).

Since execution of Amendment Two, the cost of construction for Orange Robinson Park (Art²) has increased, and although CRA staff has value engineered the project, the previously approved amount will no longer cover the development costs. As a result, this Amendment Three to the Open Space Agreement proposes the inclusion of funding of up to \$4,500,000 towards the construction of the Orange Robinson Park (Art²). The proposed park will provide an activated open space and will include amenities such as a two-story structure with a café, an art gallery, a stage, seating, unique a/v features, space for two food trucks (semi-permanent and revolving), green space for scheduled activities, and a downtown gateway feature.

Staff requests that the CRA Advisory Board recommend to the CRA approval of the Amendment Three to the Open Space Agreement, subject to review and approval by the City Attorney's Office and authorize 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, May 25, 2022 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

**INTERNATIONAL FRINGE FESTIVAL OF CENTRAL FLORIDA, INC. FUNDING
AGREEMENT**

THIS AGREEMENT, effective as of June 1, 2022 (the “Effective Date”), is made and entered into by and between INTERNATIONAL FRINGE FESTIVAL OF CENTRAL FLORIDA, INC. (“FRINGE”), a Florida not-for-profit corporation, and the CITY OF ORLANDO COMMUNITY REDEVELOPMENT AGENCY (“CRA”), a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Part III, Chapter 163, Florida Statutes.

W I T N E S S E T H:

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

WHEREAS, the City Council initially adopted a community redevelopment plan on July 12, 1982, which has most recently been amended on May 4, 2015, pursuant to resolution of City Council (the “Redevelopment Plan”); and

WHEREAS, Chapter 4(D) of the Redevelopment Plan is dedicated to art and culture, noting the need for public art facilities and to support diverse arts and cultural opportunities and a variety of events within the Downtown Orlando Redevelopment Area (the “Area”); and

WHEREAS, an additional goal of the Redevelopment Plan is to support and incentivize business incubators within the Area; and

WHEREAS, the Redevelopment Plan also addresses the need to develop a progressive arts infrastructure and foster a creator culture within the Area; and

WHEREAS, the City is the tenant of the facility at Units 201 and 202, 54 West Church Street (“Facility”), and is sub-leasing the Facility to FRINGE (“Sub-Lease”) for use for live theatre performances, dance performances, concerts, and the general advancement and further development of the arts; and

WHEREAS, the use of the Facility for live theatre and other artistic performances and activities is a high priority activity generator that is considered a destination activity; and

WHEREAS, the location of the Facility on Church Street places it within the CRA's highest priority area for the destination activities and the Cultural Corridor; and

WHEREAS, the operation of the Facility within the Area will help to achieve the Redevelopment Plan goals of providing diverse arts and cultural events and opportunities as destination activities in the downtown core, operating an arts incubator and developing a progressive arts infrastructure, as well as fostering the creator culture; and

WHEREAS, the CRA declares it is in the public's best interest to assist FRINGE by providing funding to FRINGE in the amount of three hundred and seven thousand dollars (\$307,000.00) in accordance with the terms hereof.

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

1. Incorporation of Premises: The preamble of this Agreement set forth above is true and correct and is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.

2. Term: The term of this Agreement shall commence on June 1, 2022 and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2023.

3. Obligations of FRINGE: FRINGE will operate the Facility as generally described in Exhibit "A" and will be responsible for all operational costs thereof including but not limited to, rent, insurance, utilities, maintenance, staffing, labor, and marketing costs, estimated to be approximately four hundred twenty six thousand dollars (\$426,000) annually. Various arts and cultural performances will take place at the Facility and the Facility will also house programs aimed at providing assistance to arts groups desiring to perform at the Facility. FRINGE shall use the funds provided by the CRA pursuant to section 5 below only for the purposes described in this Agreement, including the exhibits attached hereto. FRINGE shall remain in compliance with the performance standards set forth in Exhibit "B" at all times during the term of this Agreement.

4. CRA's Obligations:

a. The CRA shall pay FRINGE, a fixed amount of three hundred seven thousand dollars (\$307,000.00) (the "Funds") to be paid and used pursuant to the terms and conditions set forth herein. FRINGE will be responsible for funding salaries, facility rental, facility maintenance, and other related operational costs of FRINGE and of the facility.

b. The CRA's obligation to make any payment under this Agreement is expressly contingent upon FRINGE's compliance at all times with the performance standards outlined in Exhibit "B". Provided the CRA has determined that FRINGE has complied with the terms and conditions of this Agreement, including compliance with the performance standards in Exhibit "B", the CRA shall make the appropriate payments as provided in subsection c below.

c. The payments shall be paid by the CRA to FRINGE in two (2) equal installments of one hundred and fifty-three thousand five hundred dollars (\$153,500.00), each within thirty (30) days of the CRA's receipt of a written invoice from FRINGE. FRINGE shall submit the first written invoice for payment at any time sixty (60) days or later after execution of the

Sub-Lease with the City and the second invoice at any time during the term of this Agreement and after submittal of the first report required under section 5 below.

d. FRINGE expressly understands that the total amount to be paid by the CRA under this Agreement shall not exceed three hundred seven thousand dollars (\$307,000.00).

e. The CRA shall assist FRINGE with marketing and branding of the Facility and the events taking place therein.

5. Progress and Financial Reporting: FRINGE shall submit two progress and summary financial reports to the CRA. The first report, for the period from June 1, 2022-December 31, 2022, shall be provided to the CRA by January 15, 2023. The second report shall include information from January 1, 2023- June 31, 2023 and shall be provided to the CRA by July 15, 2023.

Progress reports shall be submitted in a form agreed to by the parties and shall generally include a listing of all performances/events within the applicable time frame, an evaluation of FRINGE's programs, and demonstrated compliance with the performance standards in Exhibit "B", and the number or level of programs provided. The reports should be sent by regular mail to the Community Redevelopment Agency, Attn: Executive Director, 400 South Orange Avenue, 6th floor, Orlando, Florida 32801 and e-mailed to tiffany.stephens@downtownorlando.com, the Division Fiscal Manager of the CRA. Moreover, the reports shall be consistent with the programs and services described in Exhibit "A". Failure to comply with the requirement for submission of such reports shall constitute grounds for termination of this Agreement and may result in the ineligibility of FRINGE to receive the Funds from the CRA.

6. Books and Records/Audit:

a. FRINGE shall maintain books, records, and other evidence relating to the Downtown Incubator program and FRINGE's use of the Funds provided by the CRA hereunder (hereinafter referred to as the "Books and Records") in accordance with generally accepted accounting principles, procedures and practices, which documents the incubation program in a manner that fulfills the requirements of this Agreement.

b. FRINGE expressly acknowledges that the CRA shall have the right to audit the Books and Records from time to time for compliance by FRINGE with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of five (5) years after the term of this Agreement.

c. The CRA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the Books and Records.

7. Repayment of Funds. FRINGE shall be liable for repayment of any Funds dispersed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error, or which are used by FRINGE in violation of this Agreement.

8. Monitoring: FRINGE shall permit the CRA to monitor the operation of the Facility by FRINGE to ensure compliance with the terms of this Agreement. FRINGE shall, to assist monitoring of its programs and operations, provide to the CRA or the CRA's designee access to all client records and such other information related to the Facility operations as the CRA may deem necessary.

9. Termination.

a. If FRINGE breaches any material term of this Agreement and such breach remains uncured, the CRA may terminate the whole or any part of this Agreement. Before the CRA may exercise its right of termination, the CRA shall provide written notice to FRINGE of FRINGE's breach or default and FRINGE shall have thirty (30) days (or longer if mutually agreed upon by all parties) thereafter within which to cure the breach or default.

b. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

c. In the event of termination of this Agreement by the CRA for FRINGE's breach, FRINGE shall return to the CRA all unused Funds as of the date of termination.

d. If the CRA breaches any material term of this Agreement and such breach remains uncured, FRINGE may terminate the whole or any part of this Agreement. Before FRINGE may exercise its right of termination, FRINGE shall provide written notice to the CRA of the CRA's breach or default and the CRA shall have thirty (30) days (or longer if mutually agreed upon by all parties) thereafter within which to cure the breach or default.

e. Waiver by FRINGE of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

f. In the event of termination of this Agreement by FRINGE for the CRA's breach, the CRA shall reimburse FRINGE for all reasonable and provable costs incurred by FRINGE as of the date of termination that FRINGE would have paid with the Funds but for the termination, provided that any unused Funds previously paid to FRINGE shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the CRA.

10. Indemnification: FRINGE agrees to indemnify, defend and hold harmless the CRA, City, their employees, agents and elected and appointed officials, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with any or all of the following: (1) the acts or omissions of FRINGE, its employees, officers, directors, or agents related to this Agreement, (2) the operation of FRINGE's Facility within the Area, or (3) the mere existence of this Agreement itself.

11. Insurance:

a. FRINGE shall have in force during the Term of this Agreement the insurance coverage listed below. FRINGE will provide valid Certificates of Insurance to the CRA, within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the CRA prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, FRINGE shall immediately provide written notice to the CRA upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the “occurrence” type. All FRINGE insurance coverages furnished expect workers’ compensation and employers’ liability shall include the City and CRA and their officers, elected officials, and employees as additional insured with respect to the provision of the programs described in Exhibit “A”. The City and CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. FRINGE shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and CRA and their officers, elected officials, agents and employees.

- i. Commercial General Liability – FRINGE will provide and maintain a commercial general liability policy (“occurrence” type policy) with limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- ii. Commercial Automobile Liability -- FRINGE will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$1,000,000 Combined Single Limit (CSL) each occurrence bodily injury and property damage, or its equivalent.
- iii. Workers' Compensation and Employer’s Liability -- FRINGE will provide full and complete Workers' Compensation coverage as required by Florida state law, as well as Employer’s Liability coverage of not less than \$100,000 each occurrence.

12. Force Majeure: The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

13. Non-assignability: No party may assign its rights hereunder without the prior written consent of the other parties, which assignment may be agreed to, denied, or conditioned in part or in whole as the parties deem appropriate. A successor agency does not automatically have any rights to the Funds disbursed under this Agreement by its position as a successor. A successor agency must

receive prior approval from the CRA before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

14. Controlling Laws:

a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando and the CRA now in effect and those hereinafter adopted.

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

15. Miscellaneous:

a. FRINGE warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

b. FRINGE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin or marital status.

c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing.

d. This Agreement is solely for the benefit of the parties signing hereto and no right, nor any cause of action shall accrue to or for the benefit of any third party.

e. 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 portion hereto.

f. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint ventures between the parties hereto or as constituting FRINGE as the agent or representative of the City for any purpose or in any manner whatsoever.

16. Notices: Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses

below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA: Executive Director
City of Orlando Community Redevelopment Agency
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

With copy to:
City Attorney's Office, 3rd floor
400 South Orange Avenue
Orlando, FL 32801

FRINGE: Alauna Friskics
Executive Director
International Fringe Festival of Central Florida, Inc.
Suites 201 & 202
54 West Church Street
Orlando, FL 32801

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

International Fringe Festival of Central Florida,
Inc.
By _____

WITNESSES:

(1) _____ (2) _____
Print Name: _____ 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 _____, 2022, by _____, as the _____ of International Fringe Festival of Central Florida, Inc.

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 _____:

**CITY OF ORLANDO COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Buddy Dyer
Chairman

ATTEST:

By: _____
Thomas C. Chatmon, Jr.
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 _____, 2022, by Buddy Dyer and Thomas C. Chatmon, Jr., the CRA Chairman and CRA Executive Director, respectively, of the Community Redevelopment Agency of the City of Orlando, Florida, who are both personally known to me.

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 _____:

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
CRA, only.
_____, 2022.

Assistant City Attorney
Orlando, Florida

Exhibit “A”

Exhibit “B”
Performance Standards

FRINGE SHALL:

- Maintain compliance with its lease of the Facility from the City of Orlando
- Activate the Facility with events and performances on at least one hundred and fifty (150) days
- Program the Facility with events and performances aimed towards a variety of target audiences, including families
- Encourage arts groups participating in the Fringe arts accelerator program to locate or remain within the Area.
- Work with at least an estimated 25 arts groups and 2,000 individual artists
- Activate the Plaza area at 54 West with arts related activities
- Provide funding to eligible arts groups to perform at the Facility in compliance with criteria established by Fringe
- Provide educational opportunities for arts groups and individual artists as well as the general public



Fringe – 54 West Proposal

DDB/CRA Request

Orlando Fringe respectfully requests funding to activate the theatrical venue located at 54 West Church Street, in line with the Downtown Outlook Plan, and in anticipation of the City of Orlando leasing the to Orlando Fringe for the purposes of providing theatrical and other performing arts opportunities to underserved artists.

Orlando Fringe is requesting \$307,000 in annual funding to directly pay artists and arts organizations to perform in the venue. The funds would be a pass-through directly to the artists/arts organizations. Orlando Fringe would act as the facilitator and manager of the funds.

Why Fringe

Fringe has a long history of supporting artists across Orlando and doing so in an accessible way that ensures artists are paid for their work. Fringe is one of the few non-producing arts groups in Orlando. This means that when there is a Fringe show it is independently produced by another arts group. As the city was looking to maximize the number of organizations that can use that space it was important to bring in an organization with such a strong history of supporting independent artists.

A challenge Central Florida arts organizations face is affordable space rental. Fringe's accelerator program (detailed below) works to solve that challenge and give underserved producers stage opportunities unlike any other theatrical facility in Central Florida.

Orlando Fringe is a transparent and equitable-based theatre presenter who exists to create intentional space for amplifying voices. Fringe is a 31-year non-profit with a core mission to advance inclusion, accessibility, and acceptance in the arts. In addition, Fringe has direct connections and relationships to hundreds of emerging artists and producers, and a long history of mentoring and guiding early-career artists.

Fringe has been offered a space to activate. This space does not come free -- we must raise money for utilities, insurance, maintenance, staffing, tools, program costs, etc. This will be a shared space, and Fringe will be the acting facilitator to share as many stories as possible each season.



Executive Summary

For 30 years, Orlando Fringe has brought innovative and unique arts experiences to Central Florida. Orlando Fringe is the longest-running Fringe Festival in the US and one of the largest in North America, drawing over 75,000 people in 14 days to experience 14 theatrical venues, a free outdoor stage, visual art, and activities for people of all ages from all walks of life.

Orlando Fringe is an internationally recognized festival that provides affordable and accessible opportunities to create and consume art and is vital to the health of our community. Orlando Fringe has a proven track record for mentoring, advising and guiding startup artistic companies. Nearly every company established in Orlando in the past 30 years had one of its early experiences as a Fringe show. Fringe keeps participation costs as low as possible to maximize artists' profits. On average, independently producing a show in Orlando is approximately three times more expensive than producing a show at Fringe. Fringe mitigates costs by negotiating discounted venue rates, providing front of house and technical staff, marketing to draw audiences, and providing free housing for visiting artists.

Orlando Fringe attracts many first-time producers. Fringe's goal is to be honest and forthright in understanding the producer's needs and guiding each producer through the best process. In addition to low-cost production offerings, Orlando Fringe has extensive experience mentoring individual artistic companies and other Fringe festivals worldwide. And as the longest-running Fringe in the United States and one of the largest in North America, Orlando is a mentor to other Fringe Festivals, such as Salt Lake City, New Orleans, Saskatoon, Milan and New Delhi. Orlando has the reputation of being financially strong and well-run.

As a beacon for artists producing shows for the first or near-first time, Orlando Fringe has access to eager producers who want to grow their craft.

For these reasons, Orlando Fringe is uniquely positioned to attract, mentor, and elevate startup arts organizations in an incubator setting outside its annual festival. Fringe can also connect with and provide multi-genre performing arts experiences for audiences of all tastes.

Downtown Outlook Plan Connection

This Fringe Proposal for use of the space ties into the Downtown Outlook Plan through its many arts and cultural opportunities and strategies, with great potential for advancing the outlined plan on multiple levels.

Opportunity #1 Support Diverse arts and cultural opportunities

Strategy: Support a wide variety of opportunities, including busking, street art, performance art, art shows, murals and music.



Connection: Orlando Fringe offers a wide variety of artistic offerings, including theatre, dance, music, visual art shows, immersive and interactive installations, busking, performance art, and more.

Opportunity #2: Develop progressive arts infrastructure and technology

Strategy: Support marketing of downtown arts and cultural offerings to ensure that downtown Orlando's image and identity convey that of a strong arts destination.

Connection: The Orlando Fringe Festival has a reputation for being a great place for new and existing artists to premiere new work and try different ideas.

Opportunity #3: Foster a creator culture

Strategy: Recruit and incentivize new and expanding restaurants, art studios, and other creator facilities to diversify Downtown choices.

Strategy: Strengthen connectivity between Downtown and Loch Haven Park

Connection: Orlando Fringe started downtown and moved its audience to Loch Haven. There is a connection that the audience is already familiar with, and an opportunity to continue to strengthen these ties.

Opportunity #4: Encourage and promote a variety of events

Strategy: Support Marketing and programming of the Community Venues to enhance Downtown's success as a world-class sports, entertainment and event destination.

Connection: As an arts festival, Orlando Fringe already presents a wide variety of arts, and has a strong international presence.

Opportunity #5: Encourage funding for the arts

Strategy: Strengthen existing and create new partnerships with the private sector, non-profit institutions, and other public agencies to encourage a broad base of financial support for arts and culture.

Connection: With discounted venue rental and well-established community partnerships, Fringe has access to artistic staff and professionals throughout Central Florida.

Vision Themes

Of the 10 Vision Themes for Downtown Orlando, this project aligns with six of them:

- A Great Place for Business
- A Creator Culture
- Stellar Music, Arts, Sports and Entertainment
- A Community that Takes Care of its Own
- Celebrate our Diverse Culture and Heritage
- A City Built for the Future



Programming Overview

Strategy

1. Create opportunities for underserved and diverse artists and arts organizations to have their stories heard through a Theatre Accelerator program.
2. Activate the space to maximize public performances in areas of theatre, dance, music, and performing arts education.

Strategy #1 - Theatre Accelerator

Purpose

To create a business incubator for the arts that elevates emerging artistic companies by providing resources and facilities to grow their craft and strengthen the economic viability of our community.

Goals

- Foster emerging producing companies and release them into the Central Florida arts community as blossomed and educated producers, elevating the Central Florida arts community.
- Provide intentional space and amplify underserved voices.
- Guide emerging organizations toward sustainable funding eligibility within United Arts and other grantors.

Industry Analysis

According to [Americans for the Arts](#), elements involved in arts incubators have long been around. However, the combination of many aspects - the physical co-location of arts groups focused on organizational development, the shared resources, the intensive technical assistance over a multi-year period, and the emphasis on collaboration - signals a new organization to be recognized as an arts incubator.

Operational Approach

Phase 1: Theatre Performance



Fringe Fronts Production Fees - Organizations submit their show ideas and budget requirements to Fringe. Fringe selects a season from the shows and pays them upfront. We collect admission sales to cover our costs, and then offer a return on admissions after costs. This incentivizes the organization to fill the seats, and allows them to have adequate cash flow to produce their show.

Phase 2: Mentorship

Fringe customizes a mentorship program around the organizations selected for the season, and works with each of them to advance their goals.

Phase 3: Classes and Workshops

Fringe layers in classes and workshops to supplement the program with field experts or potential program partners.

Phase 4: Co-working space

Fringe creates think tank spaces and co-working locations to encourage artistic collaboration.

Participants: Fringe would seek groups with a desire to grow artistically and administratively, and who want to have a permanent presence in the Central Florida arts community, with the end goal of receiving annual, sustainable funding from grantors like United Arts of Central Florida.

Impact

Accelerator participants would come out of the experience with full-run production knowledge, sustainable funding eligibility, increased nonprofit experience, and a solid strategic plan to guide them into the future. They would have administrative tools and resources in fundraising, marketing, operations, strategic planning and financial management. Ongoing services, resources, and opportunities would be available to all past participants in the program.

Strategy #2: Activation of the Space

Purpose

To maximize the use of the space with multi-genre arts that appeal to a wide variety of people and creates a vibrant and busy downtown core.



Goals

- Diversify programming to include multi-genre arts including theatre, dance, music, education and more
- Give each genre a marketed and packaged “season” to promote and celebrate the craft.

Sample Season – Operations Calendar - 48 active weeks

- September:
 - Theatrical Production (3 weeks)
 - Dance weekend (1 week)
- October:
 - Concert Weekend (1 week)
 - Festival weekend (1 week)
 - Fringe show (1 week)
 - Rental (1 week)
- November:
 - Theatrical Production (3 weeks)
 - Dance weekend (1 week)
- December:
 - Concert Weekend (1 week)
 - Fringe show (1 week)
 - Rental (1 week)
 - Closed for Christmas (1 week)
- January:
 - Theatrical Production (3 weeks)
 - Concert Weekend (1 week)
 - Fringe Winter Mini-Fest (1 week)
- February:
 - Theatrical Production (3 weeks)
 - Festival weekend (1 week)
 - Fringe show (1 week)
- March:
 - Theatrical Production (3 weeks)
 - Dance weekend (1 week)
 - Concert Weekend (1 week)
- April:
 - Theatrical Production (3 weeks)



- Dance weekend (1 week)
- May:
 - Orlando Fringe Festival (3 weeks)
 - Concert Weekend (1 week)
- June:
 - Dance weekend (1 week)
 - Educational programming (2 weeks)
 - Rental (1 week)
- July:
 - Educational programming (2 weeks)
 - Closed for maintenance (3 weeks)
- August:
 - Educational programming (1 week)
 - Rental (3 weeks)

Productions and Performances

Given this timeline, the number of public performances can scale from 150 a year up to 250. The maximum use of the space could see as many as 400 performances/year.

Estimated number of arts organizations served each year ranges from 30 to over 75, with an estimated 2,500-4,000 individual artists impacted each year.

Additional Programmatic Opportunities

Other mission-aligned uses of the space could include:

- Activation of the Plaza area outside on Church Street
- Late-night performance offerings (standing weekly shows)
- Visual Art Gallery Space
- Digital Recording Theatre of Live Public Performances (on demand and/or live feed)
- Artistic Community Meeting/Gathering Space
- Film events/partnerships
- Literary events/partnerships
- Rotating Artists in Residence



Leadership Team

Fringe is in the process of developing an Advisory Board, with task forces focused on Fundraising, Technical, Branding and Marketing, and Programming/DEI. The current board of directors is a diverse group from a variety of backgrounds. The Advisory Board will be reflective of the purpose and intention of the space.

Alauna Friskics, Executive Director -- Orlando Fringe Executive Director Alauna Friskics is uniquely positioned to lead this project. As founding Executive Director of the Garden Theatre in historic downtown Winter Garden, she led the renovation, reconstruction, and launch of the landmark 299-seat theatre. Alauna led the \$4 million capital campaign and \$12M project, receiving over \$8M in community support and in-kind services. She worked closely with the City of Winter Garden, who subsidized the venue space in a uniquely negotiated lease allowing the Garden Theatre organization to run the theatre as an “operating tenant” with performance standards and annual operational and facility financial support. The City of Winter Garden wholeheartedly embraced that having a vibrant cultural presence was key to a thriving downtown core. Alauna developed a successful programming model that allowed strategic growth in a community new to the performing arts. Alauna continued with the Garden Theatre for 12 years - two years of construction, planning and opening, and its first ten seasons of operations. Today, Garden Theatre is one of the largest professional theatres in Central Florida and a proud large budget partner at United Arts of Central Florida. Since joining Orlando Fringe in 2017, Alauna has grown the budget by 35% and worked to bring new diversity initiatives to the organization. She has spoken at international conferences in Canada, Scotland and Australia, and currently sits on the executive board of the Canadian Association of Fringe Festivals in the role of Vice President.

Alauna’s passion for arts incubator programs stems from the early 2000s at ArtsBridge in Chicago, IL. ArtBridge was the first arts business incubator in the country, and Alauna learned first-hand the inner workings and best business practices of administrative arts collaboration.

Matt Broffman , Board President - Matt is a strategic activator who excels at developing and executing innovation and transformation projects strategies that generate revenue, enhance the customer experience and provide transformative change for the business. He uses design, technology, data, consumer insights and financial planning but more importantly a problem-solving mindset to lead organizations through transformational projects. As former Director of Innovation for the City of Orlando, Matt was responsible for creating and leading the



city's innovation portfolio and team. A crucial part of the role is identifying strategic opportunities and leading cross-functional teams to activate projects. Currently, in his role with Public Policy at Liliium, an air mobility company, Matt's leadership and innovation skills are ideal for a project of this nature.

Financial Plan

Start-Up/Capital Campaign Costs:

- Redesign layout of the facility (if needed)
- Theatre equipment and capital
- Supplies and office equipment
- Marketing launch of the program

Total Start-up Costs: Undetermined until after May 31, 2022. This proposal relies upon having a production-ready theatre, equipped with necessary equipment to bring quality entertainment to the venue.

Annual Operating Costs (responsibility of Orlando Fringe):

- | | |
|---|-----------|
| ● Facility costs (including rent/insurance/licenses/utilities, etc) | \$92,500 |
| ● Facility maintenance, Ongoing supplies/equipment | \$20,000 |
| ● Labor - Facility/Program manager, Technicians, Front of House staff | \$150,000 |
| ● Indirect Labor - Executive, Admin, Marketing, Development | \$150,000 |
| ● Marketing | \$13,500 |

Total Annual Operating Costs: \$426,000

These annual costs would be covered with earned revenue (admissions income, rental income, concessions) as well as contributed income (grants/foundations/donations).

Annual programmatic Costs (requested from CRA/DDB):

- Theatrical Series (Full Productions)
- Dance Series
- Concert Series
- Education Series
- One-Weekend Festivals (not Fringe produced)



The pass-through amount for these programming costs is \$307,000 annually. The organizations will be selected and fostered through Orlando Fringe to ensure a successful run. The theatrical series will focus on Strategy #1 - Theatre Accelerator, while the other series will pepper in a mix of local and touring acts. Some acts can be part of a Signature Series, pulling in recognized names appropriate for a 167-seat house. These boutique experiences will offer audiences an unparalleled opportunity for entertainment in downtown Orlando.

Timing

As negotiations are active with the lease agreement with the City of Orlando, Orlando Fringe would look to use Summer 2022 to assess the contents and layout of the space, develop and launch a branding and marketing campaign, and strategize and book programming. There is a potential to begin partial activation of the space starting in the fall, with the full blown season beginning in January.

AMENDMENT THREE TO AGREEMENT

THIS AMENDMENT THREE TO AGREEMENT is effective as of this ____ day of _____, 2022 and is made and entered into by and between the City of Orlando, Florida, a municipal corporation (hereinafter referred to as “the “CITY”), and the Community Redevelopment Agency for the City of Orlando, a body politic and corporate of the State of Florida and a community redevelopment agency created pursuant to Chapter 163, Part III, Florida Statutes, (hereinafter referred to as “CRA”).

WHEREAS, Chapter 4(B) of the CRA’s Downtown Orlando Community Redevelopment Plan (“Redevelopment Plan”) is devoted to addressing parks and open space and one of the specific goals stated therein is to create and enhance open space within the Area to serve the needs of the growing population; and

WHEREAS, on December 9, 2019, the CITY and the CRA entered into an agreement (“Agreement”) related to open space and plazas within the Area; and

WHEREAS, the Agreement has previously been amended twice, the second amendment which included the construction of Orange Robinson Park into the Work to be performed under the Agreement and allocated funding in the amount of \$3,000,000 towards such construction; and

WHEREAS, the cost of construction has increased since the execution of Amendment Two to Agreement; and

WHEREAS, the CRA desires for the Work, including the construction of the Orange Robinson Park, to be performed in fulfillment of the previously enumerated goals of its Redevelopment Plan; and

WHEREAS, the achievement of the CRA’s goals through the performance of the Work serves an important and valid public purpose.

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

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if fully set out below.
2. Section 2 of the Agreement, Funding, is hereby amended to include the following revised subsection H:
 - H. Orange Robinson Park Construction: The CRA agrees that the invoices from the contractor(s) hired by the City for construction of the Orange Robinson Park will be paid from the CRA funds designated for such project, up to a not to exceed amount of \$4,500,000.00.
4. Except as amended herein, the Agreement and its terms shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

CITY OF ORLANDO

By: _____
Mayor

ATTEST:

Stephanie Herdocia, City Clerk

APPROVED AS TO FORM AND LEGALITY
for use and reliance of the City of Orlando only.
_____, 2022
Assistant City Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, Buddy Dyer and Stephanie Herdocia, Mayor and City Clerk, respectively, of the City of Orlando. They are personally known to me or have produced _____ as identification.

Notary Public: _____
My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Buddy Dyer, Chairman

Attest:

Thomas C. Chatmon, Jr., Executive Director

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Buddy Dyer and Thomas C. Chatmon, Jr., the Chairman and Executive Director respectively, of the Community Redevelopment Agency of the City of Orlando, on behalf of the Agency. They are personally known to me or have produced _____ as identification.

Notary Public: _____
My Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY
For the use and reliance of the CRA only.
_____, 2022.

Assistant City Attorney