



AB

MEETING NOTICE

Welcome

We are glad you have joined us for the October 27, 2021 CRA Advisory Board meeting. In response to the COVID-19 pandemic social distancing efforts, we encourage members of the public to participate by watching the virtual meeting online or listening by phone and providing live public comment or submitting written public comment in advance. Options to watch and participate in the meeting while it is occurring is available on orlando.gov/virtualmeetings.

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.

The City of Orlando encourages courteous, civil discourse in online settings. Persons making public comment are asked to conduct themselves with the same rules of decorum as they would in a traditional public meeting.

Live Public Comment

- [Join the live virtual meeting](#)

Call into the virtual meeting by dialing any of these phone numbers:

- 312.626.6799
- 312.626.6799
- 929.205.6099
- 253.215.8782
- 301.715.8592
- 346.248.7799
- 669.900.6833

Once dialed-in and prompted, enter the Webinar ID: 874 7688 1353

- Use the "Raise Hand" feature to request to speak when prompted (or dial *9 if on the phone)
- Wait to be recognized (either by name or by the last 4 digits of your phone number)
- Provide name and address when called upon

Written Public Comment

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.

Anyone requiring assistance to participate in this virtual meeting should contact the City Clerk's Office as soon as possible at 407-246-2251 or cityclerk@orlando.gov

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes - Approval of September 22, 2021
4. Public Comment
5. New Business
 - a. High Wage High Value Funding Agreement: SightPlan Inc – Michael Whiteman, Economic Development Coordinator
6. Date of Next Meeting
7. Adjournment

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

Downtown Development Board/Community Redevelopment Agency
Orlando City Hall, 6th Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802
Phone: (407) 246-2558 Fax: (407) 246-3359 [www: downtownorlando.com](http://www.downtownorlando.com)



MEMORANDUM

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

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

DATE: October 27, 2021

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, September 22, 2021.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the September 22, 2021 Community Redevelopment Agency Advisory Board Meeting.

Public Comment:

New Business:

a. High Wage High Value Funding Agreement: Sightplan Inc. – Michael Whiteman, Economic Development Coordinator

On April 17, 2006, the Community Redevelopment Agency (CRA) approved the High Wage/High Value Job Creation Program for the purpose of locating targeted industries and targeted headquarters with high-value jobs to Downtown Orlando. In 2021, the program was amended to offer three incentives; Job Creation Incentive, Downtown Living Incentive, and Public Transportation Incentive. Total incentives are payable up to \$4,000.00 per job.

SightPlan, Inc. is a software company that provides multifamily management and resident service software designed to help apartment communities optimize operations. SightPlan, Inc. headquarters is currently located in Downtown Orlando and the organization was founded in 2013.

SightPlan, Inc. plans to create 19 new high-value jobs over five (5) years with an average annual wage of \$85,000, which is more than 150% of the average annual private-sector wage in Orange County. SightPlan's total capital investment is estimated to be \$111,157 in the build-out and equipment in 2021. The total funding amount that SightPlan, Inc. is eligible for is \$47,500.00.

Staff is requesting that the CRA Advisory Board recommend to the CRA, approval of the High Wage/High Value Program Funding Agreement between the CRA and SightPlan, Inc., and authorizing the Chairman of the CRA and the Executive Director of the CRA to execute the Agreement, subject to the review and approval by the City Attorney's Office, and approving expenditures from the Downtown Orlando Community Redevelopment Area Trust Fund in the amount of up to \$47,500.00 in High Wage/High Value Job Creation Program funding for SightPlan, Inc.

Date of Next Meeting: The next CRA Advisory Board meeting will be held November 17, 2021 at 3:00 pm

Adjournment



AB

The regularly scheduled meeting of the Community Redevelopment Agency Advisory Board was held on Wednesday, September 22, 2021 at City Hall, 400 South Orange Avenue, Second Floor, Veterans Conference Room, Orlando, Florida. Chair Jamie Barati called the meeting to order at 3:31 p.m. noting a quorum was present.

MEMBERS PRESENT: Jamie Barati, Chair
Monica McCown, Vice Chair
David Swanson
Eugene Jones
Doug Taylor
Commissioner Victoria Siplin

STAFF PRESENT: Thomas C. Chatmon Jr., Executive Director
David Barilla, Assistant Director
Walter Hawkins, Director of Urban Development
Christel Brooks, Fiscal Coordinator
Ashley Edwards, Board Secretary
Liz Nigro, Senior Administrative Assistant
Stacey Adams, Assistant City Attorney
Kelly Allen, Marketing and Communications Manager
Nicole Sisson, Interactive Media Coordinator
Michael Whiteman, Economic Development Coordinator III
Victoria Nguyen, Fiscal Manager
Rose Vignetti-Garlick, Downtown Information Center Manager
Rondale Silcott, Downtown Facilities Supervisor
Mary-Stewart Droege, Project Manager
Chelsey Parrish, Event Coordinator
Mark Rendini, Operations Manager for Block by Block
Maria Korobkoff, Transportation Planning Division Manager
Michelle Robinson, Planning Manager
Kelly Roberts, Strategic Development Manager

Approval of Minutes

- a. A motion was made by Commissioner Victoria Siplin and seconded by Eugene Jones to approve the September 1, 2021 CRA Advisory Board meeting. The motion carried unanimously.

Public Comment: None

New Business:

a. Open Space Agreement Amendment II – 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 construction for the Creative Village Central Park and design for the Orange Robinson Park.

Since execution of the original Agreement and completion of the design and construction of the Creative Village Central Park (now known as Luminary Green), the Community Redevelopment Agency (CRA) would like to add enhanced lighting and architectural enhancements including LED sidewalks, luminary markers of historical and community leaders in the Parramore area, and creative seating. Additionally, since execution of the original Agreement, the design of the Orange and Robinson park, now known as Art², has been completed. The proposed park will provide an activated open space and will include amenities such as a two-story container structure with a café, an art gallery, a stage, seating, unique a/v features, space for two food trucks (semi-permanent and revolving), hammock rentals, green space for scheduled activities, and a downtown gateway feature.

This Amendment Two to the Open Space Agreement proposes the inclusion of funding of up to \$3,000,000 towards the construction of the Orange Robinson Park (Art²) within the Agreement and the inclusion of up to \$3,500,000 towards the construction of the Luminary Green Additional Features.

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

A motion was made by Monica McCown and seconded by Doug Taylor to recommend to the CRA approval of the Amendment Two to the Open Space Agreement, subject to review and approval by the City Attorney's Office and authorization for the Chairman and Executive Director to execute such Amendment. The motion carried unanimously.

b. Art² - Amendment One to Contract – Thomas C. Chatmon, Jr., Executive Director

The DTOutlook, the Orlando Community Redevelopment Area Plan, highlights the need for additional open spaces, diverse arts and entertainment options, and diverse retail options. To meet these and other plan goals and objectives, in 2018, the CRA released a Request for Proposals to identify an entity that could operate and manage a pocket park (Park) that will be developed at 274 N. Orange Ave., a 0.28-acre site at the southwest corner of Orange Ave. and Robinson St. The urban park, which will be named Art², will provide an activated open space and will include amenities such as a two-story container structure with a café, an art gallery, a stage, seating, unique a/v features including an interactive screen, space for two food trucks (semi-permanent and

revolving), hammock rentals, green space for scheduled activities, and a downtown gateway feature.

Ascend Studio, LLC (Ascend) was selected from the above-referenced competitive solicitation process to operate, maintain, and manage the Park. Following that selection, the CRA engaged GAI to design the new Park. On March 4, 2020, the CRA entered into a contract (Contract) with Ascend for their input and services related to the initial design phase of Art² as the future operator of the Park. The proposed Amendment One to Contract addresses Ascend's role in the construction, operation, maintenance, and management of the Park. During the construction phase, Ascend will be responsible for the procurement, installation, programming, and other services related to the Park's a/v equipment, for a cost of \$428,871.52 to the CRA. Following the Park opening date, Ascend's responsibilities would include, but not be limited to, management of Park and café operations, programming of food trucks, maintenance of park improvements and a/v equipment, providing regular event programming, and meeting with and providing required reporting to CRA staff. Costs for the management and operations related activities will be borne by Ascend, however, the CRA will assist with marketing-related activities. The Agreement has a three year initial term and allows for three additional two year extensions.

Staff requested that the CRA Advisory Board recommend to the CRA approval of Amendment One to Contract, subject to review and approval by the City Attorney's Office, and authorization for the Chief Procurement Officer to execute such Agreement and the extensions thereto as described above.

A motion was made by Commissioner Victoria Siplin and seconded by Monica McCown to recommend to the CRA approval of Amendment One to Contract, subject to review and approval by the City Attorney's Office, and authorization for the Chief Procurement Officer to execute such Agreement and the extensions thereto as described above. The motion carried unanimously.

c. Coalition for the Homeless Amendment – Thomas C. Chatmon Jr., Executive Director

In June of 2013, the CRA entered into an agreement with the Coalition for the Homeless of Central Florida, Inc. (Coalition) under which the CRA is providing funding to the Coalition for its assistance in achieving several of its Redevelopment Plan goals, including operation of the Men's Service Center within the Downtown Redevelopment Area. The Downtown Orlando Community Redevelopment Area Plan (DT Outlook or Plan) specifically calls on the CRA to collaborate with homeless service providers related to homeless within the Area, to encourage the creation of permanent supportive housing with wraparound services, and to support programs designed to assist homeless individuals in regaining self-sufficiency. Additionally, the Plan notes the perception of lack of safety within the downtown Area as an impediment to further redevelopment of the neighborhoods within the Area. This First Amended and Restated Funding Agreement modifies the terms of the Agreement to better reflect the movement of the region towards a housing first model and the related services provided at the facility. The terms include \$250,000 in

additional funding in fiscal year 2021-2022, \$250,000 in additional funding in fiscal year 2022-2023, as well as \$200,000 in additional funding for capital improvements to the facility necessitated by wear and tear and attrition, thereby improving the perception of safety of the neighborhood.

Staff requested that the CRA Advisory Board recommend to the CRA approval of the First Amended and Restated Funding Agreement with the Coalition for the Homeless of Central Florida, Inc., subject to review and approval by the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Amendment.

Eugene Jones declared a conflict.

A motion was made by Doug Taylor and seconded by Commissioner Victoria Siplin to recommend to the CRA approval of the First Amended and Restated Funding Agreement with the Coalition for the Homeless of Central Florida, Inc., subject to review and approval by the City Attorney's Office, and authorization for the Chairman and Executive Director to execute the Amendment. The motion carried 5-0, with Eugene Jones abstaining.

d. Third Amended and restated LYMMO Operations agreement – David Barilla, Assistant Director

The proposed Third Amended and Restated LYMMO Operations Agreement has been updated in order to provide updated internal funding for the project. Section 5.e of the operations agreement is proposed to be amended to include funding of an additional \$750,000 per year, for two years, from the CRA (ending September 30, 2023) as well as add the possibility to extend the funding for one additional year (fiscal year 2023-2024) if the CRA's Executive Director and the City's Transportation Director agree. The changes also amend Section 5.a.1 to delete the reference of a City fund no longer in existence and to allow for flexibility in other City funds which may be used for such funding.

Staff requested that the CRA Advisory Board recommend to the CRA, approval of the Agreement, that will also be scheduled for consideration at the October Lynx Board meeting, and authorization for the Chairman of the CRA and the Executive Director of the CRA to execute the subject to the review and approval by the City Attorney's Office.

A motion was made by Doug Taylor and seconded by Monica McCown to recommend to the CRA, approval of the Agreement and authorization for the Chairman of the CRA and the Executive Director of the CRA to execute the subject to the review and approval by the City Attorney's Office. The motion carried unanimously.

e. Sidewalk Café Incentive Program – Michael Whiteman, Economic Development Coordinator

The Downtown Orlando Community Redevelopment Area Plan (DTOutlook) emphasizes the need for the Community Redevelopment Agency (CRA) to pursue opportunities to enhance outdoor

dining and furnishings and pedestrian oriented streetscapes. Additionally, the Plan calls on the CRA to encourage the retention and continued operation of existing businesses.

The Sidewalk Café Incentive Program is designed to encourage downtown businesses to enhance their outdoor sidewalk café spaces to promote a lively, vibrant and consistent streetscape. The Program offers financial assistance to qualified property owners or tenants seeking to make outdoor sidewalk café improvements, including partitions/barriers, furniture, trash receptacles, portable heaters, decorative planters and fabrication costs and fee. The CRA will provide funding of up to \$5,000 or 50% of the total cost of eligible products, whichever is less.

Staff requested that the CRA Advisory Board recommend to the CRA that it approve the CRA Sidewalk Café Incentive Program and authorize the Executive Director of the CRA to execute the Funding Agreements for funding granted under the Program in an amount not to exceed \$5,000 per Agreement.

Doug Taylor declared a conflict.

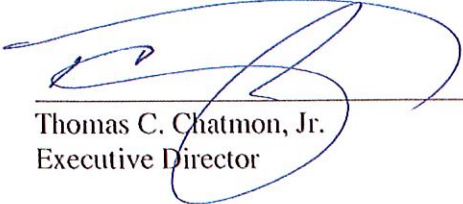
A motion was made by David Swanson and seconded by Commissioner Victoria Siplin to recommend to the CRA that it approve the CRA Sidewalk Café Incentive Program and authorize the Executive Director of the CRA to execute the Funding Agreements for funding granted under the Program in an amount not to exceed \$5,000 per Agreement. The motion carried 5-0, with Doug Taylor abstaining.

Next Meeting

The next scheduled meeting of the Community Redevelopment Agency Advisory Board is Wednesday October 27, 2021 at 3:00 p.m.

Adjournment

There being no further business to come before the Community Redevelopment Agency Advisory Board, Chair Jamie Barati adjourned the meeting at 4:37 p.m.



Thomas C. Chatmon, Jr.
Executive Director



Liz Ngro
Senior Administrative Assistant

**HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM AGREEMENT
BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ORLANDO AND
SIGHTPLAN, INC.**

THIS AGREEMENT is entered into by and between the **Community Redevelopment Agency of the City of Orlando**, Florida, a body politic and corporate of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, FL 32802 (hereinafter referred to as the “CRA”), and **SightPlan, Inc.** (hereinafter referred to as “SightPlan”), a foreign corporation registered under the laws of the State of Florida with a principal address of 618 East South Street, Ste. 620, Orlando, FL 32801 and whose Federal Employer I.D. Number is 46-0656605.

W I T N E S S E T H:

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, the Downtown Orlando Community Redevelopment Area Plan (the “Plan”) provides for the CRA to create economic development programs, specifically including a High Wage/High Value Job Creation Program, and provides incentives under such programs; and

WHEREAS, the Plan contains a specific goal of incentivizing job creation in downtown, particularly high wage and sector specific jobs that will support the growth of downtown; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Plan, the CRA established the High Wage/High Value Job Creation Program (the “Program”) in order to encourage targeted industries and targeted headquarters to locate high-value jobs to the Downtown Orlando Community Redevelopment Area (the “Area”); and

WHEREAS, the Program is intended to provide funding incentives for job creation (“Program Incentives”) to qualified companies upon locating additional high-value jobs to a Downtown Orlando location within the Area; and

WHEREAS, the funding shall be contingent upon the number of jobs established and compliance with the terms and conditions of each Program Incentive in which the company is participating; and

WHEREAS, SightPlan is a software company that provides multifamily management and resident service software that is designed to help apartment communities optimize operations; and

WHEREAS, SightPlan is considering leasing an additional 10,000 square feet of office space in Downtown Orlando for its national headquarters; and

WHEREAS, SightPlan is a targeted industry proposing to create high-value job opportunities in the Area (the “Project”); and

WHEREAS, SightPlan anticipates creating 19 new high-value jobs in the Area over a five-year period with an average annual salary of \$85,000.00 which is more than 150% of the average annual private sector wage in Orange County; and

WHEREAS, the CRA proposes to provide SightPlan funds from the High Wage/High Value Job Creation Program for Program Incentives set forth in **Exhibit “B”** in an amount not to exceed Forty-Seven Thousand, Five Hundred Dollars and No Cents (\$47,500.00) to be paid to SightPlan in annual payments, in arrears, beginning in Fiscal Year (FY) 2021-2022 which will be based on SightPlan’s actual job creation; and

WHEREAS, the CRA finds and declares it is in the public’s best interest to award these funds to SightPlan pursuant to this Agreement.

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

1. Recitals. The above recitals are true and correct and form a material part of this Agreement.
2. Incorporation of Premises. The premise of this Agreement is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby deemed a part hereof.
3. Effective Date. This Agreement shall be effective on the date it is last executed by a party hereto, and shall, unless sooner terminated as provided herein, automatically terminate September 30, 2031.
4. Obligations of the CRA:
 - a. The CRA shall appropriate an amount not to exceed the total sum of \$47,500.00 from the High Wage/High Value Job Creation Program for FY’s 2021-2022 through 2024-2025. The CRA shall make annual payments (“Program Payments”) in accordance with the schedule in **Exhibit “B”**, based on the actual number of jobs created as shown in the Annual Report described in section 8 herein, provided SightPlan meets its obligations as set forth in section 5.
 - b. The CRA’s obligations to make the Program Payments shall arise only upon receipt of the following:
 - i. SightPlan’s written request for a Program Payment for the applicable calendar year by March 1 of the following calendar year; and
 - ii. SightPlan’s provision to the CRA of all documents, statements, including the Annual Report as further described in Section 8, and other evidence of completion of the requirements contained in this Agreement and the applicable Program

Incentive(s), as described in **Exhibit "A"**, which is incorporated herein by reference.

- c. Provided the CRA, in its reasonable judgment, has determined that SightPlan has complied with the requirements of this Agreement and the applicable Program Incentive(s), the CRA shall make the appropriate Program Payment within 90 days of receipt of a written request for a Program Payment.
- d. SightPlan expressly understands that the CRA will not accrue obligations for Program Payments for calendar years in which SightPlan fails to provide a written request for payment by March 1 of the following calendar year and acknowledges that failure to submit such request and Annual Report by such date may result in a forfeiture of that year's Program Payment.

5. Obligations of SightPlan:

- a. SightPlan shall create 19 new jobs over a five-year period, paying an average annual wage of \$85,000.00 not including benefits, in accordance with the schedule set forth in **Exhibit "B"**. The CRA shall pay a prorated portion of the Program Payments referenced in section 4 herein based on the actual number of jobs created as shown in the Annual Report described in section 8 herein.
- b. SightPlan shall maintain its location in the Area and comply with the terms and conditions set forth for each Program Incentive in **Exhibit "A"** in which SightPlan is participating, as listed in **Exhibit "B"**. If SightPlan fails to maintain its location, comply with such terms and conditions, or fails to create the requisite number of jobs, then SightPlan shall receive no Program Payment referenced in section 4 for that particular Program Incentive(s) for that particular year and any remaining year(s).
- c. SightPlan shall comply with all Program requirements, including those related to any additional incentive(s) applied for and the Annual Report, and shall maintain the requisite number of jobs for the ten-year period following the Effective Date of this Agreement. SightPlan shall notify the CRA of any changes to the number of incented jobs during this maintenance period. SightPlan understands that if it fails to maintain the requisite number of jobs for the ten-year period following the Effective Date of this Agreement, then SightPlan must reimburse the CRA a prorated portion of the Program Payments based on the actual time period the jobs were in existence.

- d. SightPlan shall occupy a physical location within the Area that provides at least 200 square feet of space per incensed employee.

6. Termination.

- a. This Agreement shall terminate on September 30, 2031, unless terminated sooner as provided herein.
- b. If SightPlan breaches any material term of this Agreement and such breach remains uncured for a period of thirty (30) days written notice, or such additional period as may be reasonably required to cure such breach, the CRA may terminate the whole or any part of this Agreement and may pursue any and all legal remedies available to seek reimbursement of funds already paid.
- c. Before the CRA may exercise its right of termination, the CRA shall provide written notice to SightPlan of SightPlan's breach or default and SightPlan shall have thirty (30) days thereafter, or such additional period as may be reasonably required to cure such breach, within which to cure the breach or default.
- d. 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.

7. Records. SightPlan shall maintain books, records, and other evidence relating to the Project in accordance with generally accepted accounting principles, procedures and practices, which documents the Project in a manner that fulfills the requirements of this Agreement.

8. Extension. SightPlan may request in writing to the CRA to push back the initial year of this Agreement for a one-year period if SightPlan is not able to create the required number of jobs in accordance with **Exhibit "B."** In addition, SightPlan may request in writing to the CRA to push back a future one-year period if SightPlan is not able to comply with the terms of this Agreement due to causes beyond its control as provided in Paragraph 14 herein and the CRA may grant the request at the sole discretion of the Executive Director of the CRA.

9. Annual Report. SightPlan shall submit a completed Annual Report to the CRA in the format provided in **Exhibit "C"** for each applicable calendar year that a Program Payment is due as indicated in **Exhibit "B."** The Annual Report shall be reviewed and certified by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA shall be submitted no later than March 1 of the calendar year following the applicable year that a

payment is due. SightPlan shall not receive Program Payments for calendar years in which SightPlan fails to submit a complete and certified Annual Report by March 1.

10. Audit. SightPlan expressly acknowledges that, during the term of this Agreement, the CRA shall have the right to audit, at its own expense, the books and records from time to time to verify compliance by SightPlan with the terms, conditions, limitations, restrictions and requirements of this Agreement. The CRA shall, upon reasonable notice, have full access during normal business hours for inspection, review and audit of the books and records. Any cost incurred by SightPlan as a result of a CRA audit shall be the sole responsibility of and shall be borne by SightPlan.
11. Repayment. SightPlan shall be liable for repayment of any Program Payments dispersed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error.
12. Indemnification. SightPlan shall indemnify and hold harmless the CRA, its agents, employees, and elected and appointed officials, from and against all claims, damages, losses, and expenses (including all attorney's costs and fees, and all attorney's costs and fees on appeal) arising out of or resulting from SightPlan's performance or activities as provided herein.
13. Notification of Address Change. SightPlan shall notify the CRA of any changes to the mailing and principal address of any of its offices within ten (10) calendar days of the official address change.
14. 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, hurricanes or wind storms, epidemics, pandemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.
15. 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 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.

16. Miscellaneous.

- a. SightPlan warrants that it has not employed or retained any company or person, other than a bona fide employee or consultant working for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration that is contingent upon or resulting from the award or making of this Agreement.
- b. SightPlan 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. 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 and independent provision and such holding shall not affect the validity of the remaining portion hereto.
- e. If either party has to file suit to enforce the terms of this Agreement or pursue reimbursement of funds, the prevailing party shall be entitled to attorney's fees.
- f. Upon execution, this Agreement shall be recorded in the Public Records of Orange County, Florida.

17. 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
 Community Redevelopment Agency

400 South Orange Avenue, 6th Floor
Orlando, FL 32801

Economic Development Department Director
City of Orlando
400 South Orange Avenue, 3rd Floor
Orlando, FL 32801

SightPlan: SightPlan, Inc.
Joseph Westlake, President & Registered Agent
Post Office Box 4308
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.

SIGHTPLAN, INC., a foreign corporation,

By: _____
Print Name: _____
Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the _____ of above-mentioned corporation, and acknowledged before me that he/she executed the foregoing High-Value Job Creation Program Agreement on behalf of said corporation, as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

By: _____

Chairman

Print Name: _____

Date: _____

ATTEST: _____

Executive Director

Print Name: _____

Date: _____

APPROVED as to form and legality,
for the use and reliance of the
CRA/City of Orlando, Florida only.
_____, 2021.

Assistant City Attorney
City of Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the Chairman of the Community Redevelopment Agency, and acknowledged before me that he/she executed the foregoing High-Value Job Creation Program Agreement on behalf of the Community Redevelopment Agency as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM

OVERVIEW. It is the City of Orlando's and the CRA's intent to attract targeted industries and targeted headquarters with high-wage, high-value jobs to Downtown Orlando by providing the following incentives for the purpose of accomplishing goals such as: Diversifying the local economy, growing high-wage, high-value jobs, and growing targeted industries. Incentives are available for qualified companies that locate high-wage, high-value jobs to a location within the Downtown Orlando Community Redevelopment Area (the "Area").

1. **Job Creation Incentive** - In recognition of a company's job creation, the CRA may provide a job creation incentive payment, as long as funds are available, of up to \$2,000 per job created within a five year period to be paid by the CRA to the company annually, in arrears,. The company will be required to maintain these jobs for a ten (10) year period from execution of an incentive agreement with the CRA.
 - The Job Creation Incentive is contingent upon the company having an established minimum number of employees by the end of Year 1 at a Downtown Orlando location within the CRA and retaining a minimum number of employees at the Downtown Orlando location through Year 10. To qualify for the Program's Job Creation Incentive, the average annual wage must meet one of the following percentages:

Annual Average Wage (AAW)	Per job incentive value of up to
115% of the Orange County or State of Florida AAW	\$750
150% of the Orange County or State of Florida AAW	\$1,500
200% of the Orange County or State of Florida AAW	\$2,000

2. If a company qualifies for the Job Creation Incentive, it may qualify for one or more of the following additional incentives as long as funds are available:

Downtown Living Incentive – An additional incentive of up to \$1,000 per job incented under paragraph 1 herein may be provided to a company having a certain number of employees with a permanent primary residence located within the Area. The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25% in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of residency (i.e. tax record, evidence of a lease agreement, utility bill, etc...) must be provided in accordance with the incentive agreement.

Public Transportation Incentive – An additional incentive up to \$1,000 per incented job under paragraph 1 may be provided to a company which has a certain number of employees who are utilizing a Transportation Spending Account, as defined in the Internal Revenue Code Section 132 and the federal Transportation Equity Act for the 21st Century (“Transportation Spending Account”). The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25 % in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of the employee’s use of a transportation spending account must be provided in accordance with the funding agreement. To qualify for this incentive, each Transportation Spending Account must be funded in an amount of at least \$560 annually.

3. In addition to financial incentives, the CRA may provide successful applicants with assistance in obtaining access to relevant market data, labor force data, and real estate data, in connecting applicants with regional economic development organizations for workforce training, technical assistance, and strategic planning, and in coordinating with respect to permitting processes.
4. The CRA may determine overall incentive recommendations on a case-by-case basis.
5. Cumulative incentives granted to any one company under this Program will not exceed \$4,000 per job.
6. Eligible companies must occupy a physical location within the Area that provides at least 200 square feet of space per incented employee.
7. Eligible companies must sign a written agreement certifying that incented employees will spend at least 50 percent of their working hours in the CRA location.
8. Recipients of the HWHV program funding must submit an annual statement to certify their performance. The annual report must be reviewed and certified by a third-party, Certified Public Accountant (CPA), prior to submittal to the CRA.

EXHIBIT "B" **Payout Schedule for Each Program Incentive**

SightPlan, Inc. - Phase In Schedule

High Wage High Value Job Incentive	\$ 1,500.00
Downtown Living Incentive	
Public Transportation Incentive	\$ 1,000.00
Total Incentive Per Job	\$ 2,500.00

High Wage High Value Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	19	0	0	0	0	19
2021/2022	\$ -	\$ 7,125	\$ -	\$ -	\$ -	\$ -	\$ 7,125
2022/2023	\$ -	\$ 7,125	\$ -	\$ -	\$ -	\$ -	\$ 7,125
2023/2024	\$ -	\$ 7,125	\$ -	\$ -	\$ -	\$ -	\$ 7,125
2024/2025	\$ -	\$ 7,125	\$ -	\$ -	\$ -	\$ -	\$ 7,125
2025/2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2026/2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2027/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2028/2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total							\$ 28,500

Downtown Living Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	0	0	0	0	0	0
2021/2022	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2022/2023	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2023/2024	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2024/2025	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2025/2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2026/2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2027/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2028/2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total							\$ -

Public Transportation Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	19	0	0	0	0	19
2021/2022	\$ -	\$ 4,750	\$ -	\$ -	\$ -	\$ -	\$ 4,750
2022/2023	\$ -	\$ 4,750	\$ -	\$ -	\$ -	\$ -	\$ 4,750
2023/2024	\$ -	\$ 4,750	\$ -	\$ -	\$ -	\$ -	\$ 4,750
2024/2025	\$ -	\$ 4,750	\$ -	\$ -	\$ -	\$ -	\$ 4,750
2025/2026	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2026/2027	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2027/2028	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2028/2029	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total							\$ 18,000

Total Potential Incentive \$ 47,500

Overall Potential Payout Schedule					
Fiscal Year	High Wage High Value Job Incentive	Downtown Living Incentive	Public Transportation Job Incentive	Total	
2021/2022	\$ 7,125	\$ -	\$ 4,750	\$ 11,875	
2022/2023	\$ 7,125	\$ -	\$ 4,750	\$ 11,875	
2023/2024	\$ 7,125	\$ -	\$ 4,750	\$ 11,875	
2024/2025	\$ 7,125	\$ -	\$ 4,750	\$ 11,875	
2025/2026	\$ -	\$ -	\$ -	\$ -	
2026/2027	\$ -	\$ -	\$ -	\$ -	
2027/2028	\$ -	\$ -	\$ -	\$ -	
2028/2029	\$ -	\$ -	\$ -	\$ -	
Total				\$ 47,500	

EXHIBIT "C"
ANNUAL REPORT

Date:	
Report Period Start Date:	
Report Period End Date:	
Number of New Jobs Created:	
Average Annual Wage of New Jobs (excluding Benefits):	
Location of New Jobs:	
Number of Maintained Jobs previously reported:	
Average Annual Wage of Jobs previously reported: (excluding Benefits):	
Total Number of Jobs in the Area:	
Average Annual Wage of All Jobs in the Area:	
Total Number of Employees making at least the minimum required contribution to a Transportation Spending Account:	
Percentage of Employees making at least the minimum required contribution to a Transportation Spending Account:	
Percentage of Working Hours that incented Employees are spending in the Area (must be at least 50%):	

I have reviewed this Report and any pertinent information related thereto, and hereby certify it to be true and correct.

By: _____

Print Name: _____

Title: Certified Public Accountant (CPA)

Name of Accounting Firm or Business: _____

License No. _____