



AB

MEETING NOTICE

Welcome

We are glad you have joined us for the December 10, 2020 CRA Advisory Board meeting. 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 5 minutes per item or as set during the meeting.

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.

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes - Approval of September 23, 2020
4. Public Comment
5. New Business
 - a. Amendment to High Wage High Value Program – David Barilla, Assistant Director
 - b. Streetscape Cost Sharing Program Amendments – Mercedes Blanca, Project Manager
 - c. Thornton Park District Funding Agreement – Thomas C. Chatmon Jr., Executive Director

d. City District Funding Agreement – 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

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



MEMORANDUM

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

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

DATE: December 10, 2020

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Thursday, December 10, 2020.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the September 23, 2020 Community Redevelopment Agency Advisory Board Meeting.

Public Comment:

New Business:

- a. **High Wage/High Value Job Creation Program Guidelines Amendment – David Barilla, Assistant Director-** On April 17, 2006, the 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 2013 the program was amended to offer four incentives; Job Creation Incentive, Creative Village Pioneer Incentive, Downtown Living Incentive, and Public Transportation Incentive, with Total Incentives of up to \$5,000 per job.

The current guidelines require applicants to leverage other state and local incentives some of which are no longer available. As such, staff recommends revising the program guidelines to allow for the incentive to be made available to companies creating jobs in Downtown Orlando regardless of other state and local incentives. In addition, staff recommends making the following general revisions:

- Eliminate the Creative Village Pioneer Incentive.
- Extend the job creation period from three years to five years.
- Reduce the job maintenance period from 13 years to 10 years.
- Change the required minimum per employee contribution for the transportation spending account to \$560.00.

- Require companies to lease at least 200 square feet of office space per incented employee.
- Require grantees to certify annually that incented employees are physically present in the CRA office location for a minimum of 50% of their working hours.
- Require companies to have their annual report certified by a Certified Public Accountant prior to submittal to CRA staff.

Staff requests that the CRA Advisory Board recommend to the CRA that it approve the attached revised High Wage/High Value Job Creation Program Guidelines.

- b. **Streetscape Cost Sharing Program Amendments– Mercedes Blanca, Project Manager** – In an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and further implement the Downtown Orlando Community Redevelopment Plan (Plan) adopted pursuant thereto, in 2008, the CRA adopted and established the Streetscape Cost Sharing Program (Program). Under the Program, which is included within the Downtown Streetscape Guidelines (Guidelines), the CRA provides financial assistance towards certain eligible streetscape projects within the Downtown Orlando Community Redevelopment Area (Area).

On September 26, 2016, the CRA approved changes to the Program, which allowed for reimbursement of several previously excluded items including removal and disposal of prior streetscape materials and trees, sub-base, general conditions, temporary walks, fencing, and MOT costs. Prior to this change, only one application had been received in the decade leading up to the revision. Since this change, the CRA has provided funding for two major streetscape improvement projects, with three additional projects in the pipeline.

In reviewing the projects for which funding has been requested, CRA staff has taken a fresh look at the list of items listed as not eligible for cost sharing, keeping in mind the goal of the Program, to have streetscape consistent with the Guidelines throughout the Area. As currently written, costs for replacement of previously installed streetscape, sidewalk replacement costs, roadway and infrastructure improvements beyond the curb, curb and gutter, storm inlets, and utilities are costs not eligible for cost sharing. However, based on its review, CRA staff is recommending these items also be included as eligible costs, with the roadway and infrastructure improvements beyond the curb and storm inlets only being eligible when included in the project based on a recommendation or request of the City. As the original CRA installed streetscape has aged significantly since its initial installation over 30 years ago, CRA staff feels that replacement of streetscape previously installed by the CRA through this cost-sharing Program is appropriate and in the best interest of the CRA. The recommended changes will generally allow an applicant to receive half of the cost of installation of the new streetscape based on what it would cost for the CRA to install, if proceeding to construct the streetscape on its own.

As recommended by the Project DTO process, the City and CRA staff will revise the Guidelines as part of the Downtown Master Plan, a process which will take place in 2021. However, the task of revising the Guidelines requires a significant amount of work and time to complete. Therefore, prior to completion of the full revision to the Guidelines and Program, staff is recommending that the changes cited above be made to the Program in the interim to encourage use of the Program and continued improvements to streetscape throughout downtown.

Staff is recommending that the CRA Advisory Board recommend to the CRA that until the time of completion of the Downtown Master Plan and accompanying rewrite of the Streetscape Cost Sharing Program, the CRA allow, under the Streetscape Cost Sharing Program, costs for replacement of previously installed streetscape, sidewalk replacement costs, roadway and infrastructure improvements beyond the curb, curb and gutter, storm inlets, and utilities to be costs considered as eligible for cost sharing and that roadway and infrastructure improvements beyond the curb and storm inlets be eligible when included in the project based on a recommendation or request of the City.

c. **Thornton Park District Funding Agreement – Thomas C. Chatmon Jr., Executive**

Director - Thornton Park District, Inc. is a Florida not-for-profit corporation with a mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design. The agreement between the CRA and the District provides funding to the District for activities related to District events, marketing, and programming, public art, the provision of a superior pedestrian experience, and the District's assistance in meeting the Downtown Community Redevelopment Area ("Area") Plan goals. The funding agreement proposed between the CRA and the District includes benchmarks for the District to meet including, but not limited to, maintaining an office in the Area, hosting events, and conducting clean-up/beautification activities.

Staff is requesting that the CRA Advisory Board recommend to the CRA that it approve the funding agreement between the CRA and Thornton Park District, Inc. in the amount of \$50,000 for the FY 2020-2021, subject to review and approval by the City Attorney's Office, and authorize the execution of the Agreement by the Chair and the Executive Director.

d. **City District Funding Agreement – Thomas C. Chatmon Jr., Executive Director -**

Church Street District, Inc. d/b/a City District, is a Florida not-for-profit corporation with a mission to enhance the corridor through marketing and special events to promote the area's establishments. The agreement between the CRA and the District provides funding to the District for activities related to District events, marketing, and programming, the provision of a superior pedestrian experience, and the District's assistance in meeting the Downtown Community Redevelopment Area ("Area") Plan goals. The funding agreement proposed between the CRA and the District includes benchmarks for the District to meet including, but not limited to, maintaining an office in the Area, hosting events, and conducting clean-up/beautification activities.

Staff is requesting that the CRA Advisory Board recommend to the CRA that it approve the funding agreement between the CRA and Church Street District, Inc. in the amount of \$50,000 for the FY 2020-2021, subject to review and approval by the City Attorney's Office, and authorize the execution of the Agreement by the Chair and the Executive Director.

Date of Next Meeting: The next CRA Advisory Board meeting will be held January 27, 2021 at 3:00 p.m.

Adjournment

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.

**CHURCH STREET DISTRICT, INC. D/B/A CITY DISTRICT/ COMMUNITY
REDEVELOPMENT AGENCY FUNDING AGREEMENT**

THIS AGREEMENT , effective as of October 1, 2020 (the “Effective Date”), is made and entered into by and between the, **CHURCH STREET DISTRICT, INC., d/b/a CITY DISTRICT** (“District”), a Florida not-for-profit corporation and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** (“CRA”), an entity created pursuant to Part III of 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, one of the Redevelopment Plan’s goals is encouraging and promoting a variety of events within the Downtown Orlando Redevelopment Area (the “Area”) as well as marketing the Area; and

WHEREAS, the Redevelopment Plan also notes the need for a superior pedestrian experience within the Area; and

WHEREAS, the Redevelopment Plan notes the importance of providing downtown workers the opportunity to connect and sets a specific goal of encouraging more special events and activities to keep workers in the Area after business hours; and

WHEREAS, the Redevelopment Plan establishes goals of supporting “clean and safe” programming within the Area; and

WHEREAS, the District’s mission is to enhance the corridor through marketing and special events to promote the area’s establishments; and

WHEREAS, by locating its offices within the Area, the District is able to conduct collaborative events and initiatives within the Area; and

WHEREAS, the CRA desires to have the District assist the CRA in fulfilling its Redevelopment Plan goals by providing certain programs and conducting certain activities within the Area as contemplated by this Agreement; and

WHEREAS, the CRA finds and declares it is in the public’s best interest to assist the District by providing funding to the District in the amount of fifty thousand dollars (\$50,000.00) contingent upon the District meeting the performance standards set forth in Exhibit “B” attached hereto, and incorporated herein, by reference.

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 October 1, 2020, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2021.

3. Obligations of the District: The District will operate its Downtown offices and provide programs within the Area as generally described in Exhibit "A", attached hereto and incorporated herein by this reference. District shall use the funds provided by the CRA pursuant to section 4 below only for the purposes described in this Agreement, including the exhibits attached hereto, to generally include completing public improvement and beautification projects within the District, marketing and promoting the District, and holding events within the District. The District 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 the District a fixed amount of fifty thousand dollars (\$50,000.00) (the "Funds") to be paid pursuant to the terms and conditions set forth herein.

b. The CRA's obligation to make any payment under this Agreement is expressly contingent upon the District's compliance at all times with the performance standards outlined in Exhibit "B". Provided the CRA has determined that the District 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 the District in two (2) installments during the CRA's Fiscal Year (FY) 2020-2021, each within thirty (30) days of the CRA's receipt of a written invoice from the District. The District shall submit the first written invoice for payment at any time during the term of this Agreement after submittal of the first report required under section five below, and the second invoice at any time during the term of this Agreement and after submittal of the third report required under section 5 below.

d. The District expressly understands that the total amount to be paid by the CRA under this Agreement shall not exceed fifty thousand dollars (\$50,000.00).

5. Progress and Financial Reporting: The District shall submit quarterly progress and summary financial reports to the CRA. The first report, for the period from October 1, 2020-December 31, 2020, shall be provided to the CRA by January 15, 2021. The second report shall include information from the January 2021-March 2021 time frame and shall be provided to the CRA by April 15, 2021. The third report shall include information from the April 2021-June 2021 time frame and shall be provided to the CRA by July 15, 2021. The final report shall include year-end information as well as information from July 2021-September 2021 and shall be provided to the CRA by September 30, 2021. Progress reports shall be submitted on the form attached as Exhibit "C" hereto and shall include an evaluation of the District's programs, demonstrated compliance with the performance standards in Exhibit "B", and the amount 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. 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 the District to receive the Funds from the CRA.

6. Books and Records/Audit:

a. The District shall maintain books, records, and other evidence relating to the District'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 expenditures in a manner that fulfills the requirements of this Agreement.

b. The District expressly acknowledges that the CRA shall have the right to audit the Books and Records from time to time for compliance by the District with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) 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. The District shall be liable for repayment of any Funds disbursed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error, or which are used by the District in violation of this Agreement.

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

9. Termination.

a. If the District 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 the District of the District's breach or default and the District shall have thirty (30) days 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 the District's breach, the District 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, the District may terminate the whole or any part of this Agreement. Before the District may exercise its right of termination, the District shall provide written notice to the CRA of the CRA's breach or default and the CRA shall have thirty (30) days thereafter within which to cure the breach or default.

e. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision 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 the District for the CRA's breach, the CRA shall reimburse the District for all reasonable and provable costs incurred by the District as of the date of termination that the District would have paid with the Funds but for the termination, provided that any

unused Funds previously paid to the District shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the CRA.

10. Indemnification: The District 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 the District, its employees, officers, directors, or agents related to this Agreement, (2) the operation of the District's activities, or (3) the mere existence of this Agreement itself.

11. Insurance: The District shall have in force during the Term of this Agreement the insurance coverage listed below. The District 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, the District 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 insurance coverages furnished except 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. The District 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.

- a. Commercial General Liability – The District 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.
- b. Commercial Automobile Liability – The District 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.
- c. Workers' Compensation and Employer's Liability – The District 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. Nonassignability: The District may not assign its rights hereunder without the prior written consent of the CRA, which assignment may be agreed to, denied, or conditioned in part or in whole as CRA deems appropriate in its sole discretion. 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. The District 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. The District 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 venturers between the parties hereto or as constituting the District as the agent or representative of the CRA 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

AND

Office of Economic Development Director
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

District: Executive Director
201 South Orange Avenue, #102
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.

CHURCH STREET DISTRICT, INC.

By _____

WITNESSES:

(1) _____

(2) _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2020, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Church Street District, 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 _____:

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 _____, 2020, 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.

_____, 2020.

Assistant City Attorney
Orlando, Florida

About Us

The idea for the City District has been over a decade in the making. Conceived during the Great Recession of the early 2010s as merchant association Church Street District to serve businesses along Church Street, the district expanded in October of 2019 and rebranded to City District. City District is comprised of business owners and community partners working together to strengthen the economic vitality of Downtown Orlando. With the support from many of our local merchants, City District has continued to grow as an Orlando Main Street and nationally accredited member of Main Street America. Together, we build better businesses, are good neighbors, and strengthen the community at large.

Mission

City District is a nationally accredited Orlando Main Streets not-for-profit 501(C)(6) organization that promotes and advocates for the stakeholders and businesses within the historic core and urbanized downtown Orlando corridor. The District seeks to serve as a policy influencer and a vehicle for business and community enhancement, while supporting and ensuring economic stability through event programming, design, and heightened community marketing promotions.

Vision

City District aspires to foster activity and prosperity among its stakeholders, and to be the premier downtown Orlando destination for visitors and locals alike by showcasing its homegrown businesses and exceptional surrounding venues. City District has hosted and will continue hosting quality events and preserving the iconic history and culture of our community while embracing extraordinary growth.

City District offices are currently located within the CRA boundaries at the Discover Downtown Information Center on the corner of Orange Avenue and Church Street.

Exhibit “B”
Performance Standards

- The District will uphold its mission to promote and advocate for the stakeholders and businesses within the historic core and urbanized downtown Orlando corridor. The District seeks to serve as a policy influencer and a vehicle for business and community enhancement, while supporting and ensuring economic stability through event programming, design, and heightened community marketing promotions.
- The District will have an office presence within the Area with regular and consistent office hours (or virtual office hours if necessary due to COVID-19) of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- The District will host events related to its strategic priorities (Promotion, Economic Vitality and Design).
- The District will help promote events held by District businesses and downtown technology and art related groups, as well as City/DDB/CRA sponsored events and other relevant events.
- The District will collaborate with the CRA to assist, as appropriate, in implementing the Redevelopment Plan.
- The District will coordinate with the CRA staff to determine a manner in which to assist the DDB/CRA’S Downtown Information Center in welcoming new businesses to the district.
- The District will assist the CRA in clean-up/beautification initiatives.
- The District will provide affordable and/or sponsored membership opportunities for Parramore businesses.
- The District will host quarterly lunch and learn sessions or equivalent events.
- The District will conduct the From the HEART annual district meeting.
- The District will provide the CRA with opportunities to participate in District hosted events and will recognize the CRA as sponsors of selected events, displaying the DDB/CRA logo on event related marketing materials, including spotlights in social media and newsletters. CRA will also be provided a table at the From the HEART annual meeting and two tickets to any lunch and learn or equivalent ticketed event.
- The District may conduct public improvement and beautification projects which may include any of the following:
 - Banners, including installs, removals, and replacements
 - Holiday Decoration Install
 - Plants and Planter Pots
 - Sidewalk Cleaning
 - Special Event Clean up
 - Any other public improvement project or beautification project specifically approved by the CRA’s Executive Director

Exhibit “C”

City District FY20/21 Funding Agreement Benchmarks Report

Term: October 1, 2020 to September 30, 2021

Submitted By: _____

Date Submitted: _____

Reporting Quarter (circle one):

1st

2nd

3rd

4th

<u>Program Benchmarks</u>	<u>Circle one</u>		<u>How? Why? Event. Details.</u>
The District will uphold its mission to promote and advocate for the stakeholders and businesses within the historic core and urbanized downtown Orlando corridor. The District seeks to serve as a policy influencer and a vehicle for business and community enhancement, while supporting and ensuring economic stability through event programming, design, and heightened community marketing promotions.	Yes	No	
The District will have an office presence within the Area with regular and consistent office hours (or virtual office hours if necessary due to COVID-19) of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.	Yes	No	
The District will host events related to its strategic priorities (Promotion, Economic Vitality and Design).	Yes	No	
The District will help promote events held by District businesses and downtown technology and art related groups, as well as City/DDB/CRA sponsored events and other relevant events.	Yes	No	
The District will collaborate with the CRA to assist, as appropriate, in implementing the Redevelopment Plan.	Yes	No	
The District will coordinate with the CRA staff to determine a manner in which to assist the DDB/CRA’S Downtown Information Center in welcoming new businesses to the district.	Yes	No	
The District will assist the CRA in clean-up/beautification initiatives.	Yes	No	
The District will provide affordable and/or sponsored membership opportunities for Parramore businesses.	Yes	No	
The District will host quarterly lunch and learn sessions or equivalent events.	Yes	No	
The District will conduct the From the HEART annual district meeting.	Yes	No	
The District will provide the CRA with opportunities to participate in District hosted events and will recognize the CRA as sponsors of selected events, displaying the DDB/CRA logo on event related marketing materials, including spotlights in social media and	Yes	No	

newsletters. CRA will also be provided a table at the From the HEART annual meeting and two tickets to any lunch and learn or equivalent ticketed event.

The District may conduct public improvement and beautification projects which may include any of the following:

o Banners, including installs, removals, and replacements

o Holiday Decoration Install

o Plants and Planter Pots

Yes No

o Sidewalk Cleaning

o Special Event Clean up

o Any other public improvement project or beautification project specifically approved by the CRA's Executive Director

Exhibit "C"

THORNTON PARK DISTRICT, INC. /COMMUNITY REDEVELOPMENT AGENCY
FUNDING AGREEMENT

THIS AGREEMENT, effective as of October 1, 2020 (the “Effective Date”), is made and entered into by and between the, **THORNTON PARK DISTRICT, INC.** (“District”), a Florida not-for-profit corporation and the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF ORLANDO** (“CRA”), an entity created pursuant to Part III of 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, one of the Redevelopment Plan’s goals is encouraging and promoting a variety of events within the Downtown Orlando Redevelopment Area (the “Area”) as well as marketing the Area; and

WHEREAS, the Redevelopment Plan also notes the need for a superior pedestrian experience within the Area; and

WHEREAS, a goal of the Redevelopment Plan is to encourage public art installations in the Area; and

WHEREAS, the Redevelopment Plan establishes goals of supporting “clean and safe” programming within the Area; and

WHEREAS, the District’s mission is to create a vibrant community for its business owners, residents, and visitors through events, public art, and design; and

WHEREAS, by locating its offices within the Area, the District is able to conduct collaborative events and initiatives within the Area; and

WHEREAS, the CRA desires to have the District assist the CRA in fulfilling its Redevelopment Plan goals by providing certain programs and conducting certain activities within the Area as contemplated by this Agreement; and

WHEREAS, the CRA finds and declares it is in the public’s best interest to assist the District by providing funding to the District in the amount of fifty thousand dollars (\$50,000.00) contingent upon the District meeting the performance standards set forth in Exhibit “B” attached hereto, and incorporated herein, by reference.

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 October 1, 2020, and shall, unless sooner terminated as provided herein, automatically terminate on September 30, 2021.

3. Obligations of the District: The District will operate its Downtown offices and provide programs within the Area as generally described in Exhibit "A", attached hereto and incorporated herein by this reference. District shall use the funds provided by the CRA pursuant to section 4 below only for the purposes described in this Agreement, including the exhibits attached hereto, to generally include completing public improvement and beautification projects within the District, marketing and promoting the District, and holding events within the District. The District 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 the District a fixed amount of fifty thousand dollars (\$50,000.00) (the "Funds") to be paid pursuant to the terms and conditions set forth herein.

b. The CRA's obligation to make any payment under this Agreement is expressly contingent upon the District's compliance at all times with the performance standards outlined in Exhibit "B". Provided the CRA has determined that the District 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 the District in two (2) installments during the CRA's Fiscal Year (FY) 2020-2021, each within thirty (30) days of the CRA's receipt of a written invoice from the District. The District shall submit the first written invoice for payment at any time during the term of this Agreement after submittal of the first report required under section five below, and the second invoice at any time during the term of this Agreement and after submittal of the third report required under section 5 below.

d. The District expressly understands that the total amount to be paid by the CRA under this Agreement shall not exceed fifty thousand dollars (\$50,000.00).

5. Progress and Financial Reporting: The District shall submit quarterly progress and summary financial reports to the CRA. The first report, for the period from October 1, 2020-December 31, 2020, shall be provided to the CRA by January 15, 2021. The second report shall include information from the January 2021-March 2021 time frame and shall be provided to the CRA by April 15, 2021. The third report shall include information from the April 2021-June 2021 time frame and shall be provided to the CRA by July 15, 2021. The final report shall include year-end information as well as information from July 2021-September 2021 and shall be provided to the CRA by September 30, 2021. Progress

reports shall be submitted on the form attached as Exhibit “C” hereto and shall include an evaluation of the District’s programs, demonstrated compliance with the performance standards in Exhibit “B”, and the amount 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. 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 the District to receive the Funds from the CRA.

6. Books and Records/Audit:

a. The District shall maintain books, records, and other evidence relating to the District’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 expenditures in a manner that fulfills the requirements of this Agreement.

b. The District expressly acknowledges that the CRA shall have the right to audit the Books and Records from time to time for compliance by the District with the terms, conditions, limitations, restrictions and requirements of this Agreement, which shall extend for a period of three (3) 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. The District shall be liable for repayment of any Funds disbursed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error, or which are used by the District in violation of this Agreement.

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

9. Termination.

a. If the District 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 the District of the District’s breach or default and the District shall have thirty (30) days 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 the District’s breach, the District 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, the District may terminate the whole or any part of this Agreement. Before the District may exercise its right of termination, the District shall provide written notice to the CRA of the CRA's breach or default and the CRA shall have thirty (30) days thereafter within which to cure the breach or default.

e. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other provision 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 the District for the CRA's breach, the CRA shall reimburse the District for all reasonable and provable costs incurred by the District as of the date of termination that the District would have paid with the Funds but for the termination, provided that any unused Funds previously paid to the District shall be applied to such reimbursement, and any unused Funds thereafter shall be returned to the CRA.

10. Indemnification: The District 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 the District, its employees, officers, directors, or agents related to this Agreement, (2) the operation of the District's activities, or (3) the mere existence of this Agreement itself.

11. Insurance: The District shall have in force during the Term of this Agreement the insurance coverage listed below. The District 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, the District 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 insurance coverages furnished except 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. The District 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.

a. Commercial General Liability – The District 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.

b. Commercial Automobile Liability – The District 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.

c. Workers' Compensation and Employer's Liability – The District 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. Nonassignability: The District may not assign its rights hereunder without the prior written consent of the CRA, which assignment may be agreed to, denied, or conditioned in part or in whole as CRA deems appropriate in its sole discretion. 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. The District 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. The District 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 venturers between the parties hereto or as constituting the District as the agent or representative of the CRA 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

AND

Economic Development Department Director
City of Orlando
400 South Orange Avenue, 6th Floor
Orlando, FL 32801

District: Executive Director
100 South Eola Drive
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.

THORNTON PARK DISTRICT, INC.

By _____

WITNESSES:

(1) _____

(2) _____

Print Name: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2020, by _____ (name of person) as _____ (type of authority, (e.g., officer, trustee, attorney in fact, etc.) for Church Street District, 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 _____:

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 _____, 2020, 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.
_____, 2020.

Assistant City Attorney
Orlando, Florida

Exhibit “A”

The Thornton Park District offices are located at:

100 S Eola Drive STE#200

Orlando Fl 32801

Mission - create a vibrant community for our business owners, residents and visitors through events, public art, and design.

Goals for 2020-2021

- To continue to work directly with our Businesses through this difficult time of COVID to ensure they continue to thrive.
- Marketing the district as a safe and enjoyable experience for all our visitors.
- To identify new creative placemaking areas to brand the district.
- To complete the development of Washington Street through parklets and lighting.

Programs for 2020-2021

- Work directly with the Downtown Ambassadors to supply and inform them with information on our district.
- Welcome committee with Thornton Park Neighborhood Associations for new Residents.
- Welcome committee for TPD Team for new Businesses.
- Quarterly meetings with Neighborhood Watch Teams

Exhibit “B”
Performance Standards

- The District will uphold its mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design.
- The District will have an office presence in the Area with regular and consistent office hours (or virtual office hours if necessary due to COVID-19) of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.
- The District will have its Annual TPD Holiday Window Contest.
- The District will conduct Monthly Wine & Art Walks.
- The District will have weekly Night Markets at the Osceola Circle- Wednesday through Sunday.
- The District will conduct Monthly Jeep Car Shows at Osceola Circle.
- The District will have Bi-Annual Classic Car Shows on Washington Street.
- The District will conduct its Annual Fundraiser for Richard Ulmer Fund benefiting Howard Middle School.
- The District will have a fundraiser for Constitution Green Dog Run.
- The District will host monthly Committee meetings for Business owners and Residents.
- The District will have a Spring Mural painting display at Howard Middle School.
- The District will have a local Artists picnic table painting event at Osceola Circle.
- The District will conduct Quarterly Neighborhood Clean-ups.
- The District will conduct the TPD 7th Annual Putt n’Pour.
- The District will have the TPD 7th Annual Halloween Block Park.
- The District may conduct public improvement and beautification projects which may include any of the following:
 - Banners, including installs, removals, and replacements
 - Holiday Decoration Install
 - Plants and Planter Pots
 - Sidewalk Cleaning
 - Special Event Clean up
 - Any other public improvement project or beautification project specifically approved by the CRA’s Executive Director

Exhibit “C”

Exhibit “C”

Thornton Park District FY20/21 Funding Agreement Benchmarks Report

Term: October 1, 2020 to September 30, 2021

Submitted By: _____

Date Submitted: _____

Reporting Quarter (circle one):

1st

2nd

3rd

4th

<u>Program Benchmarks</u>	<u>Circle one</u>	<u>How? Why? Event. Details.</u>
The District will uphold its mission to create a vibrant community for its business owners, residents, and visitors through events, public art, and design.	Yes No	
The District will have an office presence in the Area with regular and consistent office hours (or virtual office hours if necessary due to COVID-19) of at least 10:00 a.m. to 5:00 p.m. Monday-Friday.	Yes No	
The District will have its Annual TPD Holiday Window Contest.	Yes No	
The District will conduct Monthly Wine & Art Walks.	Yes No	
The District will have weekly Night Markets at the Osceola Circle-Wednesday through Sunday.	Yes No	
The District will conduct Monthly Jeep Car Shows at Osceola Circle.	Yes No	
The District will have Bi-Annual Classic Car Shows on Washington Street	Yes No	
The District will conduct its Annual Fundraiser for Richard Ulmer Fund benefiting Howard Middle School.	Yes No	
The District will have a fundraiser for Constitution Green Dog Run.	Yes No	
The District will host monthly Committee meetings for Business owners and Residents..	Yes No	
The District will have a Spring Mural painting display at Howard Middle School.	Yes No	
The District will have a local Artists picnic table painting event at Osceola Circle	Yes No	

The District will conduct Quarterly Neighborhood Clean-ups. Yes No

The District will conduct the TPD 7th Annual Putt n'Pour. Yes No

The District will have the TPD 7th Annual Halloween Block Park. Yes No

The District may conduct public improvement and beautification projects which may include any of the following:

o Banners, including installs, removals, and replacements

o Holiday Decoration Install

o Plants and Planter Pots

Yes No

o Sidewalk Cleaning

o Special Event Clean up

o Any other public improvement project or beautification project specifically approved by the CRA's Executive Director