



DDB

Meeting Notice

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

Welcome,

We are glad you have joined us for the December 4, 2025, Downtown Development Board meeting. If you are not on the agenda and would like to speak at the meeting and address the Board, please fill out an appearance request form and hand it to the Board Secretary. The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 3 minutes per item or as set during the meeting.

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

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

Agenda

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes
 - A. October 22, 2025, Downtown Development Board Meeting Minutes
4. Executive Director's Report – David Barilla, Executive Director
5. Public Comment
6. New Business
 - A. Funding Agreement for Creative City Project Inc. – Samantha Levine, Housing and Homelessness Initiatives Manager
7. Date of Next Meeting
8. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development 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 Advisory Board
Orlando City Hall, 6th Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802
Phone: (407) 246-2555 www.downtownorlando.com

Memorandum

To Kimberly Stewart, Chair
Rachel Moalli, Vice Chair
Steve Garrity
Jason Chin
Dr. Robert M. Spooner

From David Barilla, Executive Director of the Downtown Development Board/Community Redevelopment Agency

Date December 4, 2025

Subject Agenda items to be considered at the Downtown Development Board Meeting for December 4, 2025

Approval of Minutes

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the October 22, 2025, Downtown Development Board Meeting.

Executive Director's Report

David Barilla, Executive Director

Public Comment**New Business****A. Funding Agreement for Creative City Project Inc.**

Samantha Levine, Housing and Homelessness Initiatives Manager

Creative City Project Inc. is a not-for-profit corporation that strives to cultivate a thriving arts community in Orlando. From February 20-22, 2026, Creative City will host IMMERSE, a three-day arts festival in Downtown Orlando. Supported by month-long art and technology activations and a first in class digital campaign, IMMERSE will showcase the performing arts over 10 blocks in Downtown Orlando. Creative City anticipates that IMMERSE will bring more than 65,000 guests to the experience, many of whom will also enjoy the offerings of Downtown Orlando's businesses, hotels and restaurants.

Entering into this Funding Agreement will help to achieve the Downtown Development Board's (DDB) goal of making Downtown Orlando a premier arts and culture destination while supporting local businesses. Under the Funding Agreement, the DDB will be contributing \$50,000. Like last year, Orange County has granted Creative City \$1,000,000 for IMMERSE 2026.

Staff requests that the DDB approve the Funding Agreement with Creative City Project Inc., subject to review and approval of the City Attorney's Office, and authorize the Chair and Executive Director to execute the Agreement.

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development 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.



DDB

Date of Next Meeting

The next Downtown Development Board Meeting will be held Wednesday, January 28, 2026, at 3:00 p.m. in Veterans Conference Room.

Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Downtown Development 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.

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FUNDING AGREEMENT FOR CREATIVE CITY PROJECT

THIS FUNDING AGREEMENT (the “Agreement”) , is made and entered into this _____ day of _____, 2025, by and between the **Downtown Development Board of the City of Orlando**, an agency of the City of Orlando created by referendum in December 1972 under the Orlando Central City Neighborhood Development Board Act, Chapter 71-810, Laws of Florida, codified in Chapter 18 of the Charter of the City of Orlando (“Act”), hereinafter referred to as “DDB”, and the **Creative City Project Inc.**, a not-for-profit Florida corporation, hereinafter referred to as "Creative City." (hereinafter singularly referred to by their respective designation contained hereinabove, or as the “Party”, and collectively as the “Parties”)

WHEREAS, Creative City is a not-for-profit corporation that is dedicated to cultivating a thriving arts community in Orlando, nurturing a deeper sense of ownership of and care for Orlando amongst its residents, and shaping the global perception of our city as one known for innovation and creativity; and

WHEREAS, Creative City is planning a three day arts event occurring in February 2026 at various locations within downtown Orlando to feature all types of art, (“Immerse”), as more generally shown and described on Exhibit “A” attached hereto and incorporated herein by this reference; and

WHEREAS, Creative City anticipates that Immerse will bring over 65,000 members of the public within the boundaries of the Downtown Development Area (“DDB Area”) to experience over 200 artistic experiences; and

WHEREAS, the Project DTO process for visioning downtown Orlando noted the importance of supporting diverse art, cultural, and entertainment opportunities as well as other special events within the DDB area; and

WHEREAS, the DDB has determined that there is a public need for arts-related events within the DDB Area, and that a valid public purpose in promoting the general health, welfare and safety of the citizens of the City would be served by providing funds towards such event; and

WHEREAS, in order to serve the public need and in furtherance of the public purpose, the DDB agrees to provide Creative City with funding in order to offset Creative City’s costs in conducting Immerse; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **INCORPORATION OF PREAMBLE.** The preamble of this Agreement is incorporated herein as if fully set forth below.

2. **FUNDING.**

Funding in the amount of Fifty Thousand Dollars (\$50,000.00) (“DDB Funds”) shall be provided by DDB to Creative City to offset the costs of conducting Immerse. Upon execution of this Agreement and invoice by Creative City, the DDB shall remit Twenty-Five

Thousand Dollars (\$25,000.00) to Creative City. After Immerse has occurred, prior to May 1, 2026, and upon invoice by Creative City, including a report showing compliance with all conditions of funding listed in Section 3 hereof, the DDB shall remit to Creative City the remaining amount of DDB Funds of Twenty-Five Thousand Dollars (\$25,000.00).

3. **CONDITIONS TO FUNDING.** The DDB's obligation to provide the funding provided for herein is expressly contingent upon Creative City's compliance with the conditions described below, and the DDB shall not be obligated to provide the funding provided for herein unless Creative City meets such conditions at all times during the term of this Agreement:

A. Creative City shall plan and conduct a 3-day event within the DDB Area consisting of at least 200 different art experiences.

B. Creative City shall market the event through an extensive plan across the state. A minimum \$40,000 marketing spend is to occur in the following markets:

- Orlando
 - Tampa
 - Miami
 - Gainesville
 - Jacksonville
 - Daytona
 - Lakeland
- and surrounding areas.

Campaigns to include content highlighting artists and program of event, including but not limited to video and photos of:

- Featured Acts
- Cultural Programming
- Immersive and interactive experiences and installations
- Video and photos from past IMMERSE events to give potential guests a glimpse of what the event is like.

Mentioned in ads:

- Downtown Orlando, including logo
- Relevant artists and arts orgs
- AdventHealth (presenting sponsor)
- Other Sponsors, when applicable (i.e. Brightline, Massey Services)

Downtown Orlando will have consistent billing in ad spends.

C. Creative City shall continue to operate as a properly incorporated not-for-profit corporation.

D. Creative City shall have a valid City of Orlando business tax receipt throughout the term of this Agreement.

E. Creative City obtains all obtain all state and local permits or other governmental authorizations and approvals required by law in order to operate Immerse.

4. **PROGRESS AND FINANCIAL REPORTING.**

A. Reports. On or before April 30, 2026, Creative City shall submit a final report and financial report in a form and content acceptable to the DDB. Such report shall include, at a minimum, the number of persons that experienced Immerse, sponsorships and acts, and evidence of compliance with the conditions set forth in section 3 above. The financial report shall outline the revenue and expenses of the event.

B. Audited Financial Statements. At the request of the DDB and at the cost of Creative City, Creative City shall submit audited financial statements showing the revenue and expenses of Creative City as it relates to Immerse.

C. Compliance. Creative City's failure to comply with the requirements of sections 3 and 4 of this Agreement shall constitute a material breach of this Agreement and may result in the DDB requiring that the DDB Funds to be returned to the DDB.

5. **COVENANTS AND REPRESENTATIONS OF CREATIVE CITY**. Creative City hereby covenants, represents, and acknowledges the following:

A. Permits. Creative City has or will obtain all state and local permits or other governmental authorizations and approvals required by law in order to operate the Creative City event.

B. Compliance with City Code. Creative City shall at all times be in compliance with the Orlando City Code, including, but not limited to, code sections pertaining specifically to planning, zoning and permitting. This paragraph is not intended to preclude the City of Orlando from granting Creative City certain waivers, exemptions or variances under the Orlando City Code as allowed therein.

6. **NONPROFIT STATUS; 501(C)(3) STATUS**. Creative City represents and warrants to the City that it has applied for and received tax exempt status from the United States Internal Revenue Service ("IRS") as a 501(C)(3) organization. Creative City will maintain its tax exempt status with the IRS and its status as an active non-profit corporation in good standing with the State of Florida throughout the term of this Agreement. If Creative City should, during the term of this Agreement, lose its IRS tax exempt status or its active corporate or non-profit status with the State of Florida, it will immediately notify the City, and the CITY reserves the right to terminate this Agreement immediately and discontinue payments to Creative City.

7. **NONDISCRIMINATION**. Creative City shall not unlawfully discriminate against any person in and will provide the operate in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated.

8. **BOOKS AND RECORDS**. Creative City will utilize those accounting practices and procedures and maintain those records regarding receipts and disbursements of the funds provided herein as are in accordance with generally accepted accounting principles (GAAP). All such records shall be open to inspection and audit by the DDB or by the DDB's designee during normal business hours during the term of this Agreement. Additionally, Creative City will maintain its books and records, and the DDB will be entitled to audit such books and records for a period of three (3) years from the date of the last payment under this Agreement. Any cost incurred by

Creative City as a result of an audit shall be the sole responsibility of, and shall be borne by, Creative City.

9. **MONITORING.** Creative City shall permit the DDB to monitor the operation of the Creative City event to ensure compliance with the terms of this Agreement. Creative City shall provide to the DDB or the DDB's designee access to such records and information as reasonable to assist in such monitoring.

10. **DEFAULT AND TERMINATION.** The following events shall be a default and breach of this Agreement by Creative City, and shall entitle the City to immediately cease any payments of funding, require the repayment of funding, and terminate this Agreement upon twenty (20) days prior written notice to Creative City:

A. Creative City's failure to comply with the conditions for funding contained in sections 3 and 4 above.

11. **INDEMNIFICATION.** Creative City agrees to indemnify, defend and hold harmless the City and DDB, 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 out of or resulting from Creative City's performance of its obligations under this Agreement, and which are caused in whole or in part by Creative City, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

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

13. **CONSTRUCTION; SEVERABILITY.** This Agreement shall be construed in accordance with the laws of the State of Florida. It is agreed by and between the parties that if any covenant, condition or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenants, conditions or provisions herein contained.

14. **NONASSIGNABILITY.** Creative City may not assign its rights hereunder without the prior written consent of the DDB, which assignment may be agreed to, denied, or conditioned in part or in whole as 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 DDB before it can receive Funds. Failure to comply with this section may result in immediate termination of this Agreement.

15. **THIRD PARTY BENEFICIARY.** 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.

16. **NO JOINT VENTURE.** It is mutually⁴ 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 Creative City as the agent or representative of the DDB for any purpose or in any manner whatsoever.

17. **VENUE.** Exclusive venue in any action to construe or enforce the provisions of this Agreement shall be in the circuit court of and for Orange County, Florida and shall be governed by the laws of the State of Florida. Creative City agrees to notify the DDB in writing within ten (10) business days of the occurrence of any incident or action such as, but not limited to, lawsuits, injuries, or allegations of abuse or neglect filed against Creative City, related to the services provided under this Agreement.

18. **CORPORATE TABLES/TICKETS.** Creative City agrees that, if it holds any fund raising events at which "corporate tables" or tickets for entry into the event are sold, the DDB shall receive, as applicable, one (1) corporate table or tickets in the same number as top level event sponsor, all at no cost in consideration of the contribution provided to Creative City under this Agreement.

19. **CREDITS.** Creative City shall give written credit to the DDB as a sponsor/financial supporter in all acknowledgments, brochures, catalogues, invitations, press releases, printed materials, and all other marketing, promotion, and advertising relating to Immerse. The form and manner of such written credit shall be mutually agreed to by the parties.

20. **INSURANCE.** Creative City will have in force during the term of this Agreement the insurance coverage listed below. Creative City will provide valid Certificates of Insurance to the City/DDB within ten (10) days of the effective date of this Agreement to verify such coverage. The insurance coverage shall contain a provision which forbids any cancellation, changes or material alterations in the coverage without providing 30 days written notice to the DDB. The City and DDB shall be added as additional insureds.

a. Commercial General Liability -- Creative City will provide coverage for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits will not be less than \$1,000,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.

b. Commercial Automobile Liability -- Creative City will provide coverage for all owned, non-owned and hired vehicles for limits of not less than \$500,000 Combined Single Limit (CSL) bodily injury and property damage, or its equivalent.

c. Workers' Compensation -- Creative City will provide Workers' Compensation coverage for all employees at the site location and, in case any work is subcontracted, will require the subcontractor to provide Workers' Compensation for all its employees. The limits will be statutory for Workers' Compensation and \$100,000 for Employer's Liability.

d. Employee's Honesty Insurance -- Creative City will provide coverage of not less than \$10,000 per occurrence.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statement heretofore made with respect to such subject matter, whether verbal or written, are merged herein.

No other agreement, whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

22. **TERM.** The term of this Agreement shall commence on December 4, 2025 and end on June 30, 2026, unless this Agreement is terminated earlier.

23. **HUMAN TRAFFICKING AFFIDAVIT.** Creative City hereby represents, warrants, and certifies that Creative City does not use coercion for labor or services as defined in Section 787.06, Florida Statutes and that Creative City has provided the Human Trafficking Affidavit attached hereto as Exhibit B.

24. **NOTICE.** Any notices to be delivered hereunder shall be in writing and shall be deemed to be delivered:

- (i) when hand delivered to the person hereinafter designated,
- (ii) on the date of deposit in the United States Mail, return receipt requested, or
- (iii) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

addressed to a party at the address set forth below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

If to DDB to: David Barilla
DDB Executive Director
400 South Orange Avenue, 6th floor
Orlando, Florida 32801

Creative City Melyssa Marshall
Executive Director
PO Box 4346
Orlando, Florida 32802

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement for as of the day and year first above written.

DOWNTOWN DEVELOPMENT BOARD

By: _____
Chair

ATTEST:

Executive Director

APPROVED as to form and legality,
for the use and reliance of the DDB of the
City of Orlando, Florida only.

_____, 2025.

Chief Assistant City Attorney
City of Orlando

CREATIVE CITY PROJECT, INC.

BY: _____

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED, before me by means of [] physical presence or [] online notarization the undersigned authority, _____, who is the _____ of Creative City Project, Inc. and acknowledged before me that they executed the foregoing instrument on behalf of said corporation as its true act and deed, and that they were duly authorized so to do. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2025.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

Exhibit “A”

IMMERSE + CITY OF ORLANDO



WHAT IS IMMERSE?

IMMERSE

3-day festival (Feb 20-22, 2026) across 10 city blocks, supported by month-long art and technology activations and a best-in-class paid digital campaign

- Global artists and more than 200 local and regional partners come together to present artistic experiences
- 65K+ guests during 3 days, plus hundreds of thousands more who experience art throughout the month, and millions online.



**SUPPORTED BY A UNITED COALITION
OF GOVERNMENT, CORPORATE &
NONPROFIT PARTNERS**

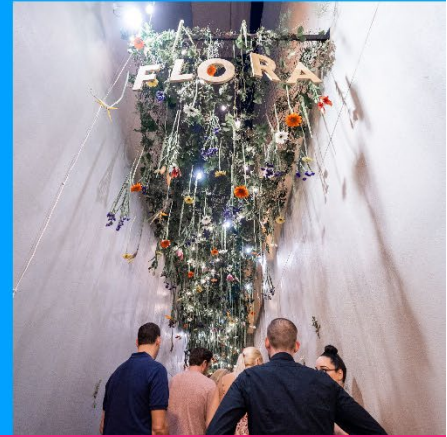


We are currently planning with:

Artist Applications currently being vetted - 162

Artists/Orgs in conversation outside of the application process :

- Blue Man Group
- UCF (Jeff Redding)
- MESH - Loud Live Entertainment
- Brendan O'Connor
- Orlando Science Center
- Central Florida Community Arts
- OCPS - Marching Bands
- Maven Creative
- The Renaissance Theatre Company
- Orlando International Fringe Festival
- 4 Wall Entertainment
- Halsey
- Orlando Vocal Collective



EXISTING INVESTMENT

EXISTING MUNICIPAL INVESTMENT

As of October 10, 2024, Orange County BCC approved a 5-year investment into IMMERSE:

2025 - \$1,000,000
 2026 - \$1,000,000
 2027 - \$1,250,000
 2028 - \$1,500,000
 2029 - \$2,000,000



Additional Sponsors & Supporters

- AdventHealth- \$200,000
- Massey Services- \$95,000
- OUC- The Reliable One- \$10,000
- Visit Orlando
- Brightline
- Pozek Group
- Palm Coast & Flagler Beach CVB



IMMERSE 2026 BUDGET

**Festival Expenses
Aligned with County Funding**

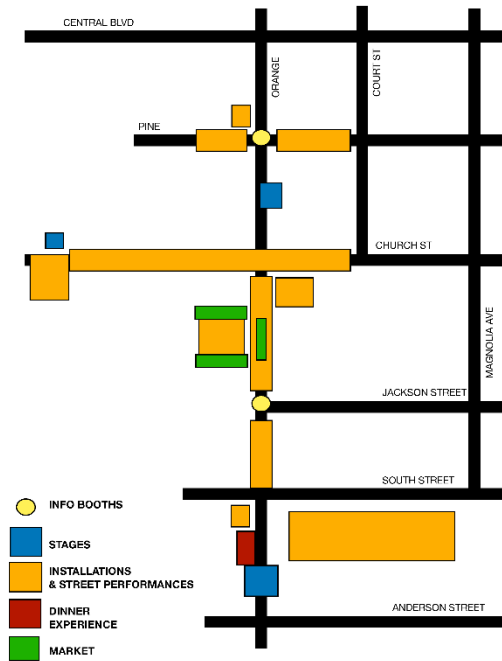
Tech/AV/Staging	\$110,000.00
Artist Payments	\$350,000.00
Technicians/Industry Professionals (Build, Event Staff, Strike)	\$231,650.00
Program Ops Services (OPD, Traffic Control, Fire & Safety, etc.)	\$135,150.00
Festival Assets & Materials	\$93,200.00
Marketing & Content Creation	\$80,000.00
	\$1,000,000.00

**Additional Expenses
Funded by Other Sources**

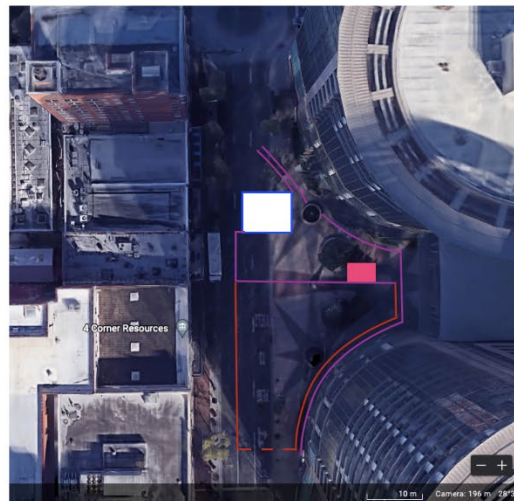
Additional Tech/AV/Staging	\$274,550.00
Festival Operations & Management	\$250,000.00
Month-long Installation Arts	\$168,000.00
Festival Sites Rentals	\$95,000.00
Additional Program Expenses	\$41,950.00
Insurance, Legal Services, Licenses & Permits	\$34,350.00
Contingency (percentage)	\$85,000.00
	\$948,850.00

2025 Total: \$1,948,850.00

**18A
CLOSURE REQUEST**



The Plaza



Church Street Stage

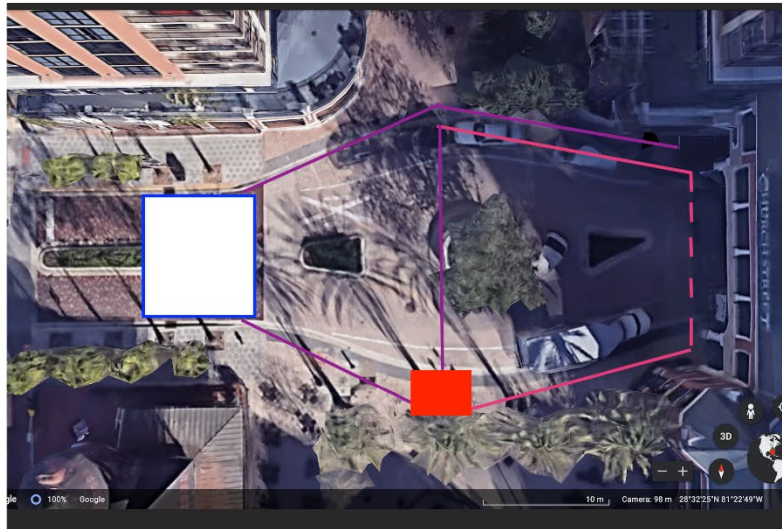


Exhibit "B"
Human Trafficking Affidavit

Instruction: “Agency”, defined as any person or nongovernmental entity seeking to engage in business with the Downtown Development Board (“DDB”), must complete the following form.

The undersigned, on behalf of Agency, hereby attests as follows:

A. Agency understands and affirms that Section 787.06(13), Florida Statutes, prohibits the DDB from executing, renewing, or extending a contract to entities that use coercion for labor or services, with such terms defined as follows:

1.

- **“Coercion”** means: **(1)** using or threatening to use physical force against any person; **(2)** restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will; **(3)** using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined; **(4)** destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person; **(5)** causing or threatening to cause financial harm to any person; **(6)** enticing or luring any person by fraud or deceit; or **(7)** providing a controlled substance as outlined in Schedule I or Schedule II of Section [893.03](#), Florida Statutes, to any person for the purpose of exploitation of that person.

2.

- **“Labor”** means work of economic or financial value.

3.

- **“Services”** means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

B. Agency hereby attests, under penalty of perjury, that Agency does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes.

I, the undersigned, am an officer or representative of the nongovernmental entity named below, and hereby represent that I: make the above attestation based upon personal knowledge; am over the age of 18 years and otherwise competent to make the above attestation; and am authorized to legally bind and make the above attestation on behalf of the Agency. **Under penalties of perjury, I declare that I have read the forgoing document and that the facts stated in it are true.** Further Affiant sayeth naught.

Signature on following page

Agency: _____

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20 ____, by _____, as _____ on behalf of the company/corporation. They ☐ are personally known to me or ☐ have produced _____ as identification.

Signature of Notary Public

Name of Notary Typed, Printed or Stamped

My Commission Expires: _____