



**DDB**

### **Meeting Notice**

Orlando City Hall, Sustainability Conference Room, 2<sup>nd</sup> Floor at 3:00PM

Welcome,

We are glad you have joined us for the December 18, 2024, 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](http://orlando.gov/publiccomments), (2) email to [publiccomments@orlando.gov](mailto:publiccomments@orlando.gov), (3) mail to City Clerk, Public Comment 400 South Orange Avenue, Orlando, FL, 32801, or (4) drop off to the 1<sup>st</sup> 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 23, 2024 – Downtown Development Board Meeting
4. Executive Director's Report – David Barilla, Executive Director
5. Public Comment
6. New Business
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.

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**Downtown Development Board/Community Redevelopment Agency Advisory Board**  
Orlando City Hall, 6<sup>th</sup> Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802  
Phone: (407) 246-2555 [www.downtownorlando.com](http://www.downtownorlando.com)

**Memorandum**

**To** Eugene Jones, Chairman  
Kimberly Stewart, Vice Chair  
Rachel Moalli  
Steve Garrity

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

**Date** December 18, 2024

**Subject** Agenda items to be considered at the Downtown Development Board Meeting for December 18, 2024.

**Approval of Minutes**

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the October 23, 2024, Downtown Development Board Meeting.

**Executive Director's Report**

*David Barilla, Executive Director*

**Public Comment****New Business****a. Agreement with Florida Citrus Sports Events, Inc. – 2025 NFL ProBowl Games**

*David Barilla, Executive Director*

Florida Citrus Sports Events, Inc. (FCS) has been integral in securing the staging of the 2025 NFL Pro Bowl Games (Pro Bowl) at Camping World Stadium in downtown Orlando on February 2, 2025 and is conducting related activities and events at various locations within the DDB Area during the day of the game and the month leading up to it. The Agreement with FCS outlines that the DDB will provide in-kind marketing services and reimburse FCS for activities, pre-approved by the DDB Executive Director, within the DDB Area. These activities will be related to the Pro Bowl and its marketing, with a total combined amount not exceeding one hundred fifty thousand dollars (\$150,000).

Staff requests that the Downtown Development Board approve the Agreement with Florida Citrus Sports Events, Inc.-2025 NFL Pro Bowl Games, subject to review and approval of the City Attorney's Office, authorizing the Chair and Executive Director to execute the Agreement, and authorizing the Executive Director to enter into contracts to provide value in kind services as contemplated in the Agreement for in a total not to exceed amount of \$150,000.

**b. Park DTO Program Extension**

*Justin Eason, Assistant Director*

The retention of small businesses is a key opportunity to ensure the success of the redevelopment within the Orlando Central City Neighborhood Development Area (Area). Additionally, with parking often noted as a barrier to people visiting downtown, there is a

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**DDB**

need to seek opportunities to improve parking accessibility and options for downtown patrons, including the use of innovative solutions.

The purpose of the Park DTO Program (Program) is to encourage the retention of downtown businesses by increasing consumer spending and visitation in the Area by improving parking accessibility by temporarily funding parking costs.

This revision of the Program would provide customers with up to 2 hours of parking paid for by the Downtown Development Board (DDB) at any metered on-street parking spots within the Downtown Development Board Area and allow for up to twelve uses.

Upon creation of the Program the board initially approved \$100,000 in funding and provided an additional \$100,000 in Program funding in 2023. This action will provide an additional \$25,000 in funding. The Program shall end when the allocated funding is expended or on December 31st, 2025, whichever is sooner.

Staff requests that the Downtown Development Board approve the revised Park DTO Program to be effective as of January 1st, 2025 and authorize the Executive Director of the DDB to make expenditures under the Program in an amount not to exceed budgeted amounts, currently \$225,000 in total.

#### **Date of Meeting**

- a. Development Board Meeting will be held Wednesday, January 22, 2024, 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.

A meeting of the Downtown Development Board was held on Wednesday, October 23, 2024, at City Hall, 400 South Orange Avenue, Second Floor, Veterans Conference Room, Orlando, Florida. Chairman Eugene Jones called the meeting to order at 3:02 p.m. noting a quorum was present.

**Board Members Present** Eugene Jones, *Chairman*  
Kimberly Stewart, *Vice Chair*  
Rachel Moalli  
Steve Garrity

**Community Redevelopment Agency Advisory Board Member Present**  
Doug Taylor

**Community Redevelopment Agency Advisory Board Member Absent**  
Emily Bonilla, Orange County Commissioner

**Staff Present** David Barilla, Executive Director  
Stacey Adams, Chief Assistant City Attorney  
Felix Roman, Board Secretary  
Kelly Allen, Marketing and Communications Manager  
Charles Zollars, Economic Development Coordinator  
Mary-Stewart Droege, Project Manager  
Gerhard van der Snel, Facilities Supervisor  
Hareton Tejada, CRA Operations Manager  
Michael Whiteman, Economic Development Coordinator  
Tiffany Stephens, Fiscal Manager  
Christel Brooks, Fiscal Coordinator  
Jeramiah Caret, Project Manager  
Andrea Otero, Public Information Manager  
Walter Hawkins, Contract Employee

### **Approval of Minutes**

A motion was made by Kimberly Stewart and seconded by Rachel Moalli to approve the September 25, 2024, Downtown Development Board meeting minutes. The motion carried unanimously.

### **Public Comment**

None

### **Executive Director's Report**

*David Barilla, Executive Director*

David Barilla presented a PowerPoint to the Board that provided updates on downtown businesses, the nighttime economy, and recent and upcoming events such as:

- Ride DTO
- State of Downtown
- Urban Ember
- Clean and Safe App
- Come Out with Pride
- DTO Action Plan Update

### **New Business**

None

**Next Meeting**

The next regularly scheduled Downtown Development Board will be held on Wednesday, November 13, 2024, at 3:00 p.m. in the Veterans Conference Room.

**Adjournment**

There being no further business to come before the Downtown Development Board, Chairman Eugene Jones adjourned the meeting at 3:19 p.m.



David Barilla  
Executive Director



Felix Roman  
Board Secretary

**AGREEMENT BETWEEN  
THE FLORIDA CITRUS SPORTS EVENTS, INC. AND THE DOWNTOWN DEVELOPMENT BOARD**

The Florida Citrus Sports Events, Inc. (“FCS”), a Florida not-for-profit corporation with a principal address of One Citrus Bowl Place, Orlando, Florida 32805, and the Downtown Development Board (“DDB”), 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”) with a principal address of 400 South Orange Avenue, 6<sup>th</sup> floor, Orlando, Florida, 32801, collectively referred to as the “Parties”, enter into this Agreement (“Agreement”) related to the 2025 NFL Pro Bowl and related events in downtown Orlando.

WHEREAS, by Section 8(1) of the Act, the DDB has been granted the authority to enter into contracts and agreements; and

WHEREAS, FCS has been integral in securing the staging of the 2025 NFL Pro Bowl Games (“Event”) at Camping World Stadium in downtown Orlando on February 2, 2025; and

WHEREAS, activities related to the Event will be held at various locations within the Orlando Central City Neighborhood Development Area (“DDB Area”) during the day of the Event and the month leading up to the Event; and

WHEREAS, the Event shall showcase the City of Orlando, specifically downtown Orlando, as a destination for international, national, regional, and local sporting events; and

WHEREAS, the Event will provide a focused economic benefit to the businesses within the DDB Area as well as to the City of Orlando generally, with total estimated economic impacts in excess of Fifty Million Dollars; and

WHEREAS, the DDB finds that it is in the public’s best interest and serves a public purpose to assist FCS by promoting the Event and supporting activities occurring in the DDB Area during the month leading up to the Event.

NOW, THEREFORE, the Parties agree to the following:

1. Provision of Value in Kind Services by the DDB.

The DDB will provide value in kind marketing services (“VIK services”) and reimbursement for FCS’s conducting activities within the DDB Area related to the Event and marketing of the Event (“FCS Costs”), specifically including a building wrap of a building located in the DDB Area, in a collective not to exceed amount of one hundred fifty thousand dollars (\$150,000) (“DDB’s Maximum Contribution”). Nothing herein shall be construed as an obligation of the DDB to provide the DDB’s Maximum Contribution, but rather represents a maximum possible contribution by the DDB. The DDB’s Executive Director, or his designee, shall be authorized to approve VIK services for the Event and related activity costs so long as the cumulative total cost does not exceed the limits of the DDB’s Maximum Contribution. FCS will serve as liaison between the Event and DDB to assist in identifying those VIK services and FCS Costs which would benefit both the Event and the DDB’s public purpose, however, the Parties understand that the discretion whether to provide specific VIK services or reimburse certain FCS Costs rests solely with the DDB. On or before December 15, 2024, FCS shall submit a list of VIK services which it would like provided by the DDB as well as a proposal for the costs for a building wrap within the DDB Area and related activity FCS Costs

("Requested Services"). The DDB shall review the Requested Services and shall approve or disapprove the Requested Services in a timely manner. For any building wrap or related activity FCS Costs approved as part of the Requested Services, DDB may pay such amount directly to FCS for reimbursement for such costs should FCS facilitate such activity. Such payment request(s) shall be made by FCS within ninety (90) days of the Event.

2. Obligations to DDB.

FCS will make all reasonable and good faith efforts to provide the DDB with the following media and promotion related to the Event:

- a. Welcome message / logo inclusion on video / Jumbotron from Mayor.
- b. Two (2) PA announcements during the Event promoting downtown Orlando.
- c. Web banner placement on the Event website.
- d. Promo message on external facing Cam.ping World Stadium video board(s), particularly including the board facing SR 408, leading up to and during Event week as well as a sponsors message including the downtown Orlando logo on the day of the Event and during the Event.
- e. Two (2) minutes exposure on any internal Camping World Stadium signage and/or LED fascia ribbon board during any events held during the month prior to the Event and during the Event, , pending NFL approval.
- f. FCS shall provide DDB with the opportunity to provide content to be posted on social media on the Event and FCS social pages.
- g. DDB shall receive a minimum of 8 tickets to the Event and 4 skybox Passes for use in promotion and monitoring of the Event, which the DDB may use or distribute in its sole discretion.
- h. At the DDB's option, DDB shall serve on the Local Organizing Committee for the Event.
- i. FCS shall promote and shall utilize its best effort to advocate for the promotion of the City of Orlando, downtown Orlando, and the DDB throughout the duration of the Event and all associated activities.

3. Further Obligations of FCS. FCS will:

- a. Use its best effort to host and promote at least 2 activations at the Lake Eola Farmers Market, Holiday Market or other community event in the DDB Area promoting the NFL Pro Bowl Games between December 15, 2024 and February 1, 2025
- b. Offer hotel rooms in downtown Orlando, to out of market/out of state visitors and staff.

4. Advertising by DDB or CITY.

FCS hereby grants to DDB and the CITY a limited license beginning on January 1, 2025, and running for the duration of the Event to advertise and promote the Event and its occurrence in the City of Orlando; and in connection with any and all CITY or DDB advertising or other promotional activities for the Event, use, display, and reproduce any and all trademarks associated with NFL, FCS, or the Event.

5. Indemnification.

To the fullest extent permitted by law, FCS shall indemnify, defend, and hold harmless the other parties and their officers, directors, agents, employees, and owners from and against any and all demands, claims, damages to persons or property, losses, and liabilities, including reasonable attorneys' fees (collectively, "Claims"), arising solely out of or solely caused by the FCS's negligence or willful misconduct in connection with or arising out of this Agreement. Nothing contained in this Agreement shall be construed as a waiver of any right to sovereign immunity or other limitations imposed on a party's potential liability under state or federal law.

6. Permits Required.

Nothing herein shall serve as a waiver of any local, state, or federal law, policy, or regulation. FCS shall comply in all respects with all applicable legal requirements governing its duties, obligations, and business practices, and shall obtain any permits or licenses necessary for the Event and associated activities. FCS shall abide by the terms and conditions of all governmental permits obtained for the Event.

7. Term and Termination of Agreement.

The Term of this Agreement shall commence upon the date of execution by the last party signing and shall end on July 1, 2025. Termination of this Agreement may be initiated only when agreed to by the Parties, unless in case or circumstances that one of the Parties defaults under the terms and conditions of this Agreement. In the case of default, the non-defaulting Party must provide written notice to the other party of the default and shall provide a three - (3) day period of time to cure the default.

8. Entire Agreement and Modification.

This Agreement contains the entire agreement of the Parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in this instrument shall be of any force or effect. No amendment, modification or variation of this Agreement or any of its terms or provisions shall be effective, binding or valid unless and until it is reduced to writing and executed by the parties. No failure of any party hereto to exercise any power given to it by this instrument, or to insist upon strict compliance by the Parties of any obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of any Party's right to demand exact compliance with the terms of this Agreement.

9. Venue/Applicable Law.

The venue of any suit or proceeding brought for the enforcement of or otherwise with respect to this Agreement shall always be lodged in the State Courts of the Ninth Judicial Circuit in and for Orange County, Florida; or if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida; or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction, regardless of whether, under any applicable principle of law, venue may also be properly lodged in the courts of any other federal, state or county jurisdiction.. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

10. Successors and Assigns.

The covenants and conditions herein contained shall, subject to the provisions as to



assignment, apply to and bind the heir's successors, executors, administrators and assigns of the Parties hereto.

11. Severability.

If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws (the deletion of which would not adversely affect the receipt of any material benefit or substantially increase the burden of any part hereto) effective during the term of the Agreement, it is the intention of the parties that the remainder of this Agreement shall not be affected. All rights, powers, and privileges conferred by this Agreement upon the parties shall be cumulative but not restricted to those given by law.

12. Construction.

This Agreement has been negotiated at "arm's length" by and between the Parties, each having an opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Agreement; and, therefore, in construing the provisions of this Agreement, no party shall be deemed disproportionately responsible for draftsmanship. No inference shall be drawn from the addition, deletion or modification of any language contained in any prior draft of this Agreement. This Agreement shall create the relationship between the Parties as it relates to the subject matter herein. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between the Parties.

13. Notices.

All notices shall be in writing and shall be delivered personally, by United States certified or registered mail, postage prepaid, return receipt requested, or by a recognized overnight delivery service. Any notice must be delivered to the parties at their respective addresses set forth below their signatures or to such other address as shall be specified in writing by any party according to the requirements of this section. The date that notice shall be deemed to have been made shall be the date of delivery, when delivered personally; on written verification of receipt if delivered by overnight delivery; or the date set forth on the return receipt if sent by certified or registered mail.

14. Force Majeure.

The Parties shall have the right, at its election, to suspend the running of the term of this agreement, and the DDB's, CITY's and the FCS's obligations hereunder, upon written notice to all Parties, if as a result of an act of God, hurricane, earthquake, flood, lightning, water damage, unusually severe weather conditions, accidents to or failure of equipment or machinery, fire, labor controversy, riot, civil commotion, act of public enemy, or major upheaval, law, enactment, rule, order or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness, or incapacity, or other cause of a similar or dissimilar nature not reasonably within the DDB's, CITY's and FCS's control or which the DDB, CITY and FCS could not by reasonable diligence have avoided (each such act specified herein shall be referred to as a "force majeure event") without the DDB, CITY and FCS bearing any liability hereunder.

15. Records Retention.

a. FCS will utilize generally accepted accounting principles and procedures in creating and maintaining records and receipts relating to the utilization of the funds contributed by DDB and the CITY pursuant to this Agreement. FCS shall maintain in a secure and safe manner, complete and identifiable records, files and correspondence on all matters pertaining to the funds provided by DDB and CITY pursuant to this Agreement, and shall provide any party to this Agreement, upon request, with either the original or a copy of same. DDB and CITY representatives shall have access to the aforesaid materials at all reasonable times.

b. Upon the termination or natural expiration of this Agreement, all books, files, correspondence and other records shall be available to the DDB and CITY, at all reasonable times, upon reasonable prior written notice for inspection, audit, examination and transcription for a period of five (5) years following the date of such termination. Notwithstanding any provision of this Agreement, FCS agrees to comply with all requirements of Florida's Public Records Law.

c. The CITY and DDB shall have the right to inspect, audit, examine and copy, or to engage an independent certified public accounting firm, at any time, and from time to time, during normal business hours, all files, books, records, cost and expenses maintained by FCS pertaining to this Agreement. FCS shall cooperate with the CITY and/or its independent certified public accountant in their performance of the audit.

d. The provisions of this section and FCS's obligation to retain records for not less than five (5) years following the termination of this Agreement, shall survive the expiration date or the earlier termination of this Agreement.

(Signatures on next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement on dates indicated below.

**DOWNTOWN DEVELOPMENT BOARD**

By \_\_\_\_\_  
David Barilla  
Executive Director  
Downtown Development Board

Date: \_\_\_\_\_

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**FLORIDA CITRUS SPORTS EVENTS, INC.**

By \_\_\_\_\_  
Steve Hogan  
Chief Executive Officer

Date: \_\_\_\_\_

**Park DTO**  
**Downtown Parking Validation Program**  
**Effective: January 1<sup>st</sup>, 2025**  
**Approved by DDB: December 4<sup>th</sup>, 2024**

**About**

The retention of small businesses is a key opportunity to ensure the success of the redevelopment within the Orlando Central City Neighborhood Development Area (Area). Additionally, with parking often noted as a barrier to people visiting downtown, there is a need to seek opportunities to improve parking accessibility and options for downtown patrons, including the use of innovative solutions.

The purpose of the Park DTO (Program) is to encourage the retention of downtown businesses by increasing consumer spending and visitation in the Area by improving parking accessibility by temporarily funding parking costs.

This Program provides customers with up to 2 hours of parking paid for by the Downtown Development Board (DDB) at any metered on-street parking spot within the Area.

**The Why**

- Support the retention of small businesses and ensure their success in downtown
- Improve parking accessibility for downtown patrons
- Encourage the retention of downtown businesses by increasing consumer spending and visitation by temporarily funding parking costs

**Promotion Codes**

Promotion codes for metered parking will be available for use up to twelve (12) times per ParkMobile account, up to two (2) hours per use.

**Eligible Uses**

Promotion codes are valid seven days a week and 24 hours a day excluding major holidays (Cinco de Mayo, 4th of July, Halloween, Thanksgiving, and Christmas) or emergency situations.

### **Ineligible Uses and Revocation**

Promotion codes for metered parking can be used by anyone visiting downtown Orlando.

### **Program Cost**

The DDB may, from time to time at its discretion, allocate funding for the program. The Executive Director of the DDB is authorized to make expenditures under the Program in an amount not to exceed the Program funding approved by the Board.

### **Program Term**

The Program shall end when the allocated funding is expended or on December 31<sup>st</sup>, 2025, whichever is sooner. The Program may be extended for an additional 60 days by the CRA Executive Director.