1 administrative items
   a. Approval of Minutes from July 25, 2011

2 action items
   a. Approval of TIE Program Contract with Ruth’s Hospitality Group Inc.

3 informational items
   a.

4 new business items
   a.

5 adjournment

appeals & assistance

“If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.” (F. S. 286.0105).

“Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk’s Office (407-599-3277) at least 48 hours in advance of the meeting.”
Subject
Minutes from July 25, 2011

motion | recommendation
Recommend approval of minutes from the July 25, 2011 CRA Agency meeting.

background

alternatives | other considerations

fiscal impact

strategic objective
The meeting of the Community Redevelopment Agency was called to order by Vice Mayor Steven Leary at 2:03 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

Members present:  
Mayor Kenneth Bradley  
Commissioner Steven Leary  
Commissioner Sarah Sprinkel  
Commissioner Carolyn Cooper  
Commissioner Tom McMacken  
Orange County Representative Frank DeToma

Also present:  
City Manager Randy Knight  
CRA Attorney Anthony Garganese  
Deputy City Clerk Michelle Bernstein  
CRA Director Dori DeBord  
Assistant CRA Director Peter Moore

1. Administrative Items

Motion made by Representative DeToma to approve the minutes of June 27, 2011; seconded by Commissioner Sprinkel. The motion carried unanimously with a 6-0 vote.

2. Action Items

A. Business Improvement District (BID) Consulting Services

CRA Director Dori DeBord provided background. Creating a Business Improvement District (BID) was listed as the 6th goal and ultimate purpose of the Park Avenue Area Strategic Plan adopted in November 2009. In an effort to continue with the momentum underway with the work being performed by Engauge, reach the summer 2012 goal of establishing BID, and to address the BID research issues brought up by the Task Force in the May 10, 2011 meeting, staff wanted to explore the possibility of hiring a consultant firm to assist with the establishment of a BID.

The BID consultant will draft the required BID plan; build ownership and consensus amongst commercial property owners regarding improvements, programs, services, and management of the BID; assist the Task Force with a proposed budget; determine the formula for property assessments; present the district plan in public meetings; and prepare the property owners and the City for formal establishment of the BID.

Ms. DeBord spoke about the fiscal impact and noted that $150,000 was allocated to the Task Force to accomplish the Park Avenue Area Strategic Plan. There is approximately $30,000 remaining in the Task Force fund. She further explained that staff presented the idea to the CRA Advisory Board at the June 23 meeting and the Park Avenue Area Task Force on their May 24, 2011, meeting. The Advisory Board and Task Force approved the idea allocating $30,000 towards this goal. Staff recommended approving the allocation of $30,000 towards the hiring of a BID consultant. The other alternative is not to hire a consultant and complete the work in-house.

Ms. DeBord then provided a Powerpoint presentation which included what a BID is, what a BID does, why a BID in Winter Park, the legal and financial framework, the assessment formula and fees, bids vs. merchant associations, organization framework, governance examples, required
documents and the bid process. Ms. DeBord answered questions pertaining to potential assessment value, City baseline contributions and resident feedback.

Commissioner Cooper asked that they further define these three items before hiring a consultant: 1) the level of delegation; 2) the composition of the board; and 3) the scope or tasks to be performed. She felt this would be very beneficial for the Commission to have this information before hiring a consultant. Mayor Bradley noted that in terms of recommendation the Park Avenue Area Association should also weigh in on these items as well as the citizens who are already working in this.

**Motion made by Commissioner McMacken to approve the allocation of $30,000 towards the hiring of a BID consultant; seconded by Commissioner Leary.**

Susan Lawrence, 106 S. Interlachen, said the purpose of the bid process is for branding, marketing and promotion, is a true public/private partnership and that marketing is the key in today’s economy. She encouraged the Commission to support the hiring of a consultant to help with this project.

Woody Woodall, 328 N. Park Avenue, mentioned that he does not mind paying the assessment and he is confident that the other property owners will also be for it.

Patrick Chapin, Winter Park Chamber of Commerce, liked the idea and was in support of hiring a consultant.

**Motion amended by Commissioner Cooper that the policy decisions relative to authority, delegation, relative to composition of the board and scope of work come back to the CRA prior to going to the street.** Ms. DeBord advised that the bid will come back to the City Commission since they are the reporting body. **Commissioner Cooper added that it come before the Park Area Avenue Task Force and the City Commission prior to the implementation. Motion failed for lack of a second.**

Mayor Bradley encouraged the Park Avenue Area Task Force to continue to stay engaged as the City goes through this process.

**Upon a roll call vote Mayor Bradley and Commissioners Leary, Sprinkel, McMacken, Cooper and Representative DeToma voted yes. The motion carried unanimously with a 6-0 vote.**

**B. CRA FY 2012 Budget**

Assistant CRA Director Peter Moore provided a Powerpoint presentation on the 2012 budget. Mr. Moore explained that in FY 2011 they saw great stress on the CRA due to the reduction of anticipated TIF funds as part of the significant loss of taxable value of commercial properties throughout the CRA.

FY 2012 will continue to put pressure on revenues due to an 8.8% decline in TIF revenues and reductions in investment income. Debt service payments will ramp up slightly ($50K+) due to the amortization schedule of the community center financing and then should remain at this level for almost the entire life of the CRA. Operational expenditures will decrease by 17% due to further cost cutting to programs and operations.
Some of the changes to the budget include the following: Operational Costs: 16.3% reduction; includes a reduction to labor costs, decrease to operational, consulting, and promotional funds as well; and Community Initiative: 19.6% reduction; includes reducing SYEP student count to approximately 13 vs. 20, as well as reductions to all other funding partners.

Staff is currently meeting with all of its traditional funding recipients such as Enzian, Crealde, Welbourne, the Parks Department, and the Unity Heritage Festival to discuss how funding adjustments could have the least impact on service.

Due to revenue declines the CRA will have to utilize reserves to continue traditional programs and projects like Housing Rehabilitation, the Business Façade Program, street improvements, and events.

Staff’s preliminary budget includes the following projects/programs to be paid from reserves: 1) Housing Rehab: $60,000 would allow for completion of those projects currently on the waiting list and would match what was funded in the prior fiscal year; 2) Business Façade: $25,000 would continue to provide for new and expanding businesses and match what was funded the prior fiscal year; and 3) Winter in the Park: $180,000 would forward fund the ice rink event which is expected to recoup expenses with a total net cost ranging from $0 - $18,000.

It was announced that on June 23, the CRA Advisory Board unanimously approved the budget, recommended that any FY 2011 reserves be allocated to debt service and that staff execute contracts with service providers for items funded in the budget in accordance with the purchasing policy.

From a fiscal impact, current year-end estimated reserves are expected to be $660,000. Assuming a worst case scenario of a loss of $18,000 on the ice rink and assuming staff’s proposed budget is adopted, net reserves would be expected to decrease by $128,000 to approximately $531,000. This amount does not include additional surplus that is available from projects completed under budget which would add back an estimated $250,000, for a total FY 2012 year-end reserve of $781,000.

Mr. Moore answered questions pertaining to project funding, contingency, and restrictive and non-restrictive reserves.

Motion made by Commissioner Leary to approve the CRA FY 2012 budget as presented; seconded by Commissioner Sprinkel. Upon a roll call vote, Mayor Bradley and Commissioners Leary, Sprinkel, Cooper, McMacken and Representative DeToma voted yes. The motion carried unanimously with a 6-0 vote.

3. Informational Items

   A. Presentation by Engauge – Marketing Plan Wrap-up

Engauge Marketing President Barb Scherer and Senior Account Manager Kristen Zucks provided a Powerpoint presentation on the final Marketing Plan for Winter Park Central Business District (CBD).

Ms. Zucks explained the various marketing plan strategies using a combination of paid media (digital ad networks, advertising in local magazines/newspapers, and posters/billboards), owned
media (dining/shopping rewards program, window decals, street flags, Twitter, Facebook, YouTube) and earned media (press releases, CBD editorial calendar, press kit, holiday retail/dining promotion) which will maximize effectiveness and help reach out to both the greater Orlando residents and Orlando visitors.

Ms. Zucks then presented a variety of creative concept templates to be used by the Park Avenue Area Taskforce, the BID, or whoever might be awarded the next step of the project.

Ms. Scherer explained that the next steps would be for the City to possibly go out and do a BID and then appoint an outside agency consultant or campaign manager to implement the tactical plan. She mentioned that their firm will look at the marketing plan elements and provide the City with lower cost/no cost type of recommendations which can be executed in the interim. Ms. Scherer emphasized that the City should get the new logo and tagline out to the marketplace as soon as possible. A few suggestions made were to get the window decals and flags displayed throughout the City, start to develop the rewards program, implement the social media tactics and co-op advertising with the merchants who are eager to participate. Ms. Scherer mentioned their firm would be willing to provide a proposal should the City not get a BID.

Ms. Scherer then presented the final deliverable (the brand video) and advised the Commission that they have secured the rights for the music and lyrics for the first year. She explained that the brand video is a tool that the City can use as a foundation to build upon and the platform for other creative ideas to be developed. It can also be used to get the community to understand and embrace the brand that has been created as “Downtown Winter Park Every Day Exceptional”.

4. **New Business items**

No items to address.

The CRA Agency meeting adjourned at 3:28 p.m.

__________________________
Chairman Kenneth W. Bradley

ATTEST:

_____________________________
City Clerk Cynthia S. Bonham
Subject
TIE Program Contract with Ruth’s Hospitality Group, Inc.

motion | recommendation
Approve the contract with Ruth’s Hospitality Group Inc., providing a grant from the CRA to total $99,000, paid over 5 years, through the CRA/City Targeted Industry Enhancement Program (TIE).

Background
The CRA/City’s TIE Program incentivizes significant high-wage employers (50+ jobs) to relocate to Winter Park. Modeled on the state’s Qualified Targeted Industry and adopted by the CRA and City Commission in February of 2011, the TIE Program provides job creation grants to targeted industries (program guidelines attached). Grants are calculated based upon the number and level of the average salary of the relocating jobs and payouts per job vary from $1,000 to $1,500.

Ruth’s Hospitality Group, Inc. (RGHI) is a leading publicly held restaurant company focused exclusively on the upscale dining segment. Company brands include Ruth’s Chris Steak House, Mitchell’s/Columbus Fish Market and Mitchell’s/Cameron’s Steak House. With 5,628 employees RGHI operates restaurants worldwide, catering to families, special occasion diners, and business clientele. As of June 26, 2011, it operated 130 Ruth’s Chris Steak House restaurants, including 63 company-owned and 67 franchisee-owned. RGHI trades on the NASDAQ under the ticker RUTH.

RGHI, formerly located in Heathrow, FL, has moved their national corporate headquarters to 1030 W. Canton Ave. Winter Park, adding 66 new high-wage jobs and occupying 21,000 SF of vacant office space. The County average wage is currently $40,283 and RGHI’s average stated wage for the 66 jobs is well in excess of 200% or $80,000, all with benefits. Under a negotiated lease with Casto Lifestyles, RGHI plans to remain in Winter Park in excess of 10 years, and plans to spend $400,000 in capital improvements over the next three years. RGHI considered staying in Heathrow as well as moving to Maitland but chose Winter Park primarily for the economic lease terms they were able to negotiate, the ample safe parking, surrounding amenities for employees and visitors, and proximity to Orlando and the airport. RGHI is a strong believer in giving back to the community and has long been a supporter of Habitat for Humanity and is already a corporate
sponsor for this year’s Winter in the Park holiday ice skating event. Winter Park is fortunate to have a company of RGHI caliber in our community.

(Contract, reporting form, application, and support information attached. Please note that some items may be considered confidential by the company under Economic Development statute 288.075 and cannot be considered public record for 1 year.)

The CRA Advisory Board heard this item on October 27, 2011 and voted 5-0-1 to approve the contract and dispersal of funds. Mr. George abstained from voting on this item since he was involved in the relocation to Winter Park.

alternatives | other considerations
None

fiscal impact
In February of 2011 the CRA Agency voted to allocate $100,000 from the QTI budget to fund the TIE Program in anticipation of RGHI’s relocation deliberations. Funding for the program is paid over a 5 year term or $19,800 annually and requires an annual report from the applicant to show that wage and job levels are maintained. Money has already been budgeted and will not affect year-end reserve calculations.

strategic objective
Promotes the tax base by filling vacant office space, provides vibrancy and 66 new high wage jobs well in excess of 200% of the County average wage, and adds an exceptional world renowned company to the roster of businesses that call Winter Park home.
T.I.E. PROGRAM APPLICATION

GENERAL PROJECT OVERVIEW

RUTH'S Hospitality Group, Inc.
Name of Business

Home Office Relocation
Project Title (1-5 word description)

Contact the City of Winter Park to discuss your project and application before submitting a formal proposal. The complete and signed application must be filed with:

Department of Economic Development/CRA
Attn: Department Director
401 Park Avenue S.
Winter Park, FL 32789

Tel: 407-599-3398
Fax: 407-599-3499
E-mail: ddebord@cityofwinterpark.org

FOR CITY USE ONLY

9/2/11
10/19/11
Received Revised Completed
1. BUSINESS INFORMATION

Business Name: Ruth’s Hospitality Group, Inc.
Address: 400 International Parkway
City: Heathrow
State: FL
Zip Code: 32746
Telephone: 407-333-7440
Fax: 407-333-7689
Contact Person’s Name: John F. McDonald, III
Title: Vice President - Legal
E-mail: jmcdonald@rhgi.com
Business Federal Employer Identification Number: 721,060,618
What is the business fiscal year (ex: Jan. 1 to Dec. 31): Jan. 1 to Dec. 31
Is the business minority owned?
☐ Yes ☐ No. If yes, explain:

Has this business, or any related entity, applied for and/or been approved for City incentives in the past?
☐ Yes ☐ No. If yes, explain:

2. PROJECT OVERVIEW

A. Which of the following best describes this business:
☐ New business to Florida
☒ Existing Florida business relocating jobs to Winter Park

B. How many employees (full and part time) are employed by the business worldwide? 5,628

C. How many jobs (full and part time) are being considered for relocation to Winter Park? 66

Why are these jobs moving?

WE ARE MOVING THE HEAD OFFICE LOCATION TO A LEASED FACILITY WITH MORE FAVORABLE ECONOMIC TERMS.

D. Give a full description of this business, including a company overview and the nature and duties of the jobs being relocated to Winter Park:

WE ARE A LEADING PUBLICLY HELD RESTAURANT COMPANY FOCUSED EXCLUSIVELY ON THE UPSCALE DINING SEGMENT. OUR COMPANY BRANDS INCLUDE RUTH’S CHRIS STEAK HOUSE, MITCHELL’S/COLUMBUS FISH MARKET AND MITCHELL’S /CARMEN’S STEAKHOUSE. THESE JOBS REPRESENT THE ENTIRE HEAD OFFICE STAFF WHICH SUPPORTS OUR NATIONAL CORPORATE RESTAURANTS AND NATIONAL AND INTERNATIONAL FRANCHISE RESTAURANTS.
E. In what Targeted Industry(ies) does the relocating business operate? (Check all that apply)

☐ Arts and Culture ☐ Health Care ☐ Corporate Headquarters (USA)
☐ Creative Services ☐ Knowledge Creation ☐ Real Estate Development

F. What 4-digit NAICS code best describes your business activity? 5,812

G. What is the project’s proposed location address:

Address 1030 West Canton Avenue
City Winter Park State FL Zip Code 32713

H. What is the project’s current location address (if different):

Address 400 International Parkway, Suite 325
City Heathrow State FL Zip Code 32746

I. Is the project located within the Community Redevelopment Area of Winter Park? (See attached map)

☒ Yes ☐ No

J. Which of the following describes the applicant’s operation:

☐ Multi-State business enterprise
☒ Multinational business enterprise
☐ Florida business enterprise

K. Which of the following describes this business:

☐ Regional Headquarters Office ☐ International Headquarters Office
☒ National Headquarters Office ☐ This is not a dedicated headquarters office

L. What is the expected length of stay estimated for this business if it relocates to Winter Park?

☐ 5 years
☒ 6 to 10 years
☐ 10+ years

3. JOB AND WAGE OVERVIEW

A. How many total jobs (full and part time) are expected to be relocated to Winter Park as part of this project? 66

B. How many Full Time Equivalent (FTE) jobs are expected to be relocated to Winter Park as part of this project? 66
C. How many relocating employees already live in Winter Park?

D. What is the anticipated annualized average wage (excluding benefits) of the jobs relocated as part of this project? (Cash payments to the employees such as performance bonuses and overtime should be included. The wage reported here is only an estimate of the average wage to be paid and will not be used in the certification, agreement, and claim evaluation process.)

E. What percentage of jobs being relocated include benefits (health care, retirement plans)? 100%

4. CAPITAL INVESTMENT OVERVIEW

A. Describe any capital investment in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment):

Remodel of leased office space; buying new equipment and furniture; ongoing purchases of computer and office equipment.

B. Will this facility be:

- Leased space with renovations or built out
- Land purchase and construction of a new building
- Purchase of existing building(s) with renovations
- Addition to existing building(s) (already owned)
- Other (please describe in 4A above)

C. List the anticipated amount and type of major capital investment to be made by the applicant in connection with this project over the next three years

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Land or Building Purchase</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction/Renovations</td>
<td>300,000</td>
<td></td>
<td></td>
<td>300,000</td>
</tr>
<tr>
<td>Manufacturing Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>R&amp;D Equipment</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Equipment (computers, office furniture, etc)</td>
<td>50,000</td>
<td>25,000</td>
<td>25,000</td>
<td>100,000</td>
</tr>
<tr>
<td>Total Capital Investment</td>
<td>350,000</td>
<td>25,000</td>
<td>25,000</td>
<td>400,000</td>
</tr>
</tbody>
</table>

D. What is the estimated square footage to be occupied by the relocation? 21,211

E. When is the final location decision anticipated (date)? Decision Made

F. What is the anticipated date construction will begin? August 1, 2011

G. What is the anticipated date operations will commence? September 1, 2011
5. **COMPETITIVE LANDSCAPE**

A. What role will the incentive(s) play in the business unit's decision to locate, expand, or remain in Florida? How will the incentive dollars be used by the business?

Any incentives will benefit our landlord and allow landlord to make rental terms including rent and leasehold improvements satisfactory to us for our relocation to Winter Park, FL. Landlord reduced rent and agreed to improvements based on the possibility of receipt of this incentive. Any incentives will be paid to the landlord.

B. What other locations is your company considering for this project?

We considered Heathrow and Maitland, Florida.

C. What advantages or disadvantages offered by these locations do you consider important in your decision?

Economic lease terms

D. What advantages offered by the City of Winter Park do you consider important in your decision to relocate?

Ample safe parking and surrounding amenities for our employees and visitors, proximity to Orlando and OIA, lower rental and leasehold improvements

E. Indicate any additional internal or external competitive issues impacting this project's location decision:

---

6. **CORPORATE RESPONSIBILITY**

A. Provide a summary of past activities in Florida and in other states. For example, what kind of corporate citizen has the applicant been? Also list awards or commendations.

We are dedicated to giving back and being a part of the communities we are located in throughout the globe. We work with organizations that make a difference for our employees, our guests and the citizens in the communities we call home.

B. Provide any additional information you wish to be considered as part of this incentive application or items that may provide supplementary background information on your project or company.

In Winter Park, FL, we are a major supporter of Habitat for Humanity.
7. FINANCIAL STABILITY

A. Please provide the following financial statements and expenditure reports:
   - ☑ Last three (3) years of tangible personal property tax paid by the relocating business
   - ☑ Last three (3) years of utility payments (electric, water, sewer) made by the relocating business
   - ☐ Last three (3) years of audited financial statements indicating ongoing financial viability of the relocating business

   - See our public filings: NASDAQ "RUTH"

B. What is your business Dun & Bradstreet rating?

8. CONFIDENTIALITY

The City of Winter Park understands the sensitivity of this information. To ensure confidentiality you may request that your project information (including information contained in this application) be confidential per F.S. 288.075, which allows Confidentiality of Records for a 12 month period.

Please indicate your confidentiality preference:

☐ Yes
☐ No

9. SIGNATURES

Application completed by:

Name: John F. McDonald, III
Title: Vice President - Legal
Company's Name: Ruth's Hospitality Group, Inc.
Address: 400 International Parkway, Suite 325
City: Heathrow State: FL Zip Code: 32746

Signature: [Signature]
Date: 9/2/11

Authorized Company Officer:

To the best of my knowledge, the information included in this application is accurate.

Name: [Name]
Title: [Title]

Signature (REQUIRED): [Signature]
Date: 9/2/11

Page 6 of 6
TIE PROGRAM CONTRACT
Between
THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF WINTER PARK
And
TIE GRANT RECIPIENT

For adequate consideration, the Community Redevelopment Agency of the City of Winter Park, (hereinafter referred to as the “CRA”), and *Ruth’s Hospitality Group, Inc.*, (hereinafter referred to as the “Grant Recipient”), do hereby agree as follows:

1. TIE Program and Incorporation of Documents.
   a. The CRA has developed a targeted industry enhancement grant program, (hereinafter referred to as “TIE”), and pursuant to this program the Grant Recipient has applied for a grant and has been awarded a TIE grant, subject to all requirements of the program and this Contract. Subject to the Grant Recipient’s continued compliance with the program requirements, the amount of the TIE grant awarded by the Winter Park Community Redevelopment Agency is **Ninety-Nine Thousand Dollars ($99,000.00)**, (said grant being referred to herein as the “Grant”). The Grant will be funded by the CRA in accordance with the schedule provided hereinafter.

   b. The following documents and regulations are incorporated herein by reference and are referred to herein as the “Incorporated Documents”, and are fully binding upon the Grant Recipient:

      i. The Grant Recipient’s application for the Grant.

      ii. The CRA’s regulations and policies concerning the TIE Program.

      iii. State and local laws and regulations concerning or applicable to the targeted industry enhancement program, including any regulations enacted by the City of Winter Park.

2. Grant Recipient’s Assurances. The Grant Recipient agrees to comply with and satisfy all requirements and assurances made by the Grant Recipient in the Incorporated Documents, this Contract, and all laws and regulations pertaining to the targeted industry enhancement program. Without limitation, Grant Recipient commits to move into and maintain within the City of Winter Park, at a minimum, the number of full-time equivalency jobs that it represented it would move into or establish in Winter Park as stated in its TIE Program Application, and that the average wage for these jobs moved into or created in Winter Park will meet the average wage threshold requirement as stated in the Grant Application. In the Grant Application, the applicant is
required to identify whether the average wage for the jobs in Winter Park will meet or exceed one hundred fifteen percent (115%), one hundred fifty percent (150%), or two hundred percent (200%) of the Orange County average wage (excluding benefits), with the definition of “average wage” being calculated as total wages divided by the total number of employees being relocated to Winter Park or hired to work within the jurisdictional boundaries of the City of Winter Park. Failure to maintain the required employment shall be a material breach of this Contract by the Grant Recipient.

In addition to the other requirements specified herein and in the Incorporated Documents, the Grant Recipient shall maintain the primary business purpose as stated in the Grant Application during the term of this Contract. If the primary business purpose changes during the term of this Contract, it will be a material breach of the agreement unless the new business purpose also qualifies as a targeted industry that is eligible for the Grant Award.

3. Commitment to Remain In the City And Term of the Contract. Grant Recipient agrees that its business facility will be bona fide located in and operating within the jurisdictional boundaries of the City of Winter Park for a minimum of Ten (10) years from and after the effective date of this Contract. The term of this Contract is therefore Ten (10) years. This term begins with the date of payment of first Grant installment to Grant Recipient.

4. Payment Terms for the Grant. The Grant will be paid in annual installments as provided for hereinafter. The first payment will be in the amount of Nineteen Thousand Eight Hundred Dollars ($19,800.00), and will be paid to the Grant Recipient by the CRA on or before January 1st 2012, subject to the condition that at the time of the first Grant payment, the Grant Recipient shall be in compliance with the requirements in this Contract and the Incorporated Documents, the Grant Recipient shall have all required licenses and will be in compliance with all laws and regulations of the City of Winter Park and will not be indebted to the City of Winter Park with respect to any obligation. Additionally, if the Grant Recipient is leasing its business premises within the City of Winter Park, it will need to provide a copy of its lease and otherwise satisfy the reasonable requirements of the CRA to prove that it has a lease agreement with a lease term that is at least as long as the term of this Contract. Alternatively, if the Grant Recipient is building its facility or occupying a facility that it or an affiliated entity owns, it will need to satisfy the reasonable requirements of the CRA that the facility has been completed with a certificate of occupancy, and is owned by the Grant Recipient or an affiliated or controlled entity. If these conditions are satisfied and the new or relocated jobs in the City of Winter Park are proved to the reasonable satisfaction of the CRA, which will include adequate

---

1 It is a requirement of this Contract that the Grant Recipient will establish and maintain within the jurisdictional boundaries of the City of Winter Park a bona fide business facility, and that the employment qualifying for the grant will be with respect to employees physically working at the Grant Recipient’s business facilities located within the City of Winter Park.
documentation of job creation or relocation, then the first Grant payment shall be made as stated herein.

The subsequent grant payments shall be paid on or before the anniversary of the first Grant payment, subject to Grant Recipient’s continued compliance with the requirements of this Contract and the incorporated documents:

a. Second anniversary of Grant payment, CRA will pay $19,800.00.

b. Third anniversary of first Grant payment, CRA will pay $19,800.00.

c. Fourth anniversary of first Grant payment, CRA will pay $19,800.00.

d. Fifth anniversary of first Grant payment, CRA will pay $19,800.00.

5. **Commitment to Use City Services.** The Grant Recipient, and all of its facilities, subsidiaries, affiliates, holding companies and related organizations shall use City of Winter Park utility services wherever and to the extent such utility services are available, including but not limited to water, sewer and electric services.

6. **Reporting Requirements.** Grant Recipient will report on at least an annual basis, on forms provided by the CRA, information that includes but is not limited to address of facilities within the City of Winter Park, number of qualified employees employed at such facilities in Winter Park, wage data showing average wage paid for the qualifying employment, then-present business being conducted by the Grant Recipient’s operations located in Winter Park, and such other information determined by the CRA to be relevant for determining continued eligibility for Grant payments. Unpaid Grant payments may be deferred or not paid if the Grant Recipient fails to make required reports or if the reports demonstrate a breach of the ongoing requirements for Grant eligibility. The form for reporting is attached as Exhibit “A” to this Contract.

7. **Governmental Issues.**

a. The City of Winter Park is not a party to this Contract and the Grant Recipient does not have privity of contract with the City of Winter Park and shall have no contract remedy against the City.

b. The CRA maintains sovereign immunity pursuant to Section 768.28, Florida Statutes, including limits of liability and other benefits and obligations of sovereign immunity granted to governmental entities pursuant to Florida law. Nothing in this Contract shall be deemed a waiver of the CRA’s sovereign immunity, and therefore nothing in this
Contract shall be deemed to be a waiver of any right of sovereign immunity under Florida law.

c. The CRA will maintain confidentiality of documents provided by the Grant Recipient as permitted by Section 288.075, Florida Statutes, subject to these conditions:

i. Grant Recipient must identify all documents furnished that it maintains are subject to exemption from Chapter 119

ii. The provisions of Chapter 119 and Florida’s Public Records Act (including the Constitutional requirement) shall control and supercede any inconsistent provision in this Contract or in the event of any ambiguity or uncertainty with respect to the status of a document as being exempt from Chapter 119.

iii. Grant Recipient shall identify each item it produces that it asserts is proprietary or a trade secret and therefore temporarily exempt from disclosure as a public record.

iv. The exemption from Florida’s Public Records Act is limited by the provisions of the exemption, and this is not a permanent exemption from the public nature of records received by the CRA. Additionally, nothing herein controls the obligation of the City of Winter Park with respect to its duty to furnish public records for documents that it holds as custodian of public records. This Contract only obligates the CRA and does not bind City of Winter Park.

8. Grant Recipient’s Remedies Upon Material Breach by the CRA. The Grant Recipient shall have all remedies available pursuant to Florida law for breach of contract if the CRA fails to award the amount of the Grant. However, the obligation of the CRA to fund the Grant is subject to all requirements of this Contract, and there shall be no implied or equitable remedies available to the Grant Recipient; Grant Recipient’s remedies are limited strictly to remedies for breach of the express contract and such remedy will be subject to defenses by the CRA, including the defense that the Grant Recipient is not in compliance with the requirements of the TIE Program at the time a Grant payment would otherwise be due and payable. LIMITATION OF LIABILITY: In no event shall CRA be liable to Grant Recipient under any claim for an amount in excess of the Grant Award. CRA’s liability is hereby limited to the amount of the Grant Award.

9. CRA’s Remedies In the Event of Breach by the Grant Recipient. The CRA shall have all remedies available to it under Florida law if the Grant Recipient fails to remain in strict compliance with the requirements of the Grant, including the requirements set forth in the incorporated documents. If it is
determined by the CRA, either during the term of the Contract or within the period of limitations for breach of an express written contract pursuant to Section 95.11, Florida Statutes, that the Grant Recipient has failed to maintain compliance with the Grant requirements, then the CRA shall have a remedy to recover Grant proceeds paid to the Grant Recipient while the Grant Recipient was not eligible for such Grant payment. In an action by the CRA to recover Grant payments previously paid by the CRA at a time when the Grant Recipient was not eligible for the payment, the Grant Recipient shall not have a defense of waiver or any other defense arising out of the fact that the CRA paid the Grant, either in full or in part. The Grant Recipient will be deemed ineligible for a payment (even if the payment is made) if, at the time of the payment, the Grant Recipient was in default of any of the requirements for Grant eligibility as set out in this Contract or the incorporated documents (including the TIE application), including without limitation:

a. Grant Recipient will be ineligible for any Grant payment and will disgorge all funds paid if at the time of the Grant payment, the number of qualifying jobs was below the required number of qualifying Winter Park jobs as stated in the Grant Application.

b. Grant Recipient will be ineligible for any Grant payment and will disgorge all funds paid if at the time of the Grant payment, the average wage of the qualifying jobs failed to meet the threshold established for the average wage set out in the Grant Application.

c. Grant Recipient will be ineligible for any Grant payment and will disgorge all funds paid if at the time of the Grant payment, the Grant Recipient had relocated its facility outside of the jurisdictional boundaries of the City of Winter Park.

d. Grant Recipient will be ineligible for any Grant payment and will disgorge all funds paid if at the time of the Grant payment, the Grant Recipient had failed to timely pay salary due to its qualifying employees in the City of Winter Park.

e. Grant Recipient will be ineligible for any Grant payment and will disgorge all funds paid if at the time of the Grant payment, the business purpose for the Grant Recipient had changed from that represented in the Grant Application and the purpose at the time of the payment was not one that would render it eligible for a TIE Program Grant.

f. Grant Recipient will be ineligible for any Grant payment and will disgorge all funds paid if at the time of the Grant payment, the Grant Recipient had defaulted on any obligation it owed to the City of Winter Park under any program, law or ordinance, or was otherwise indebted to the City of Winter Park.
In any action by the CRA to recover Grant payments paid to the Grant Recipient at a time when the Grant Recipient was in default of the Grant eligibility requirements, the CRA shall recover the amount of the Grant paid plus legal interest, and the CRA’s reasonable attorneys’ fees and costs incurred in bringing the action. If the responsible officers or owners of the Grant Recipient have taken the Grant funds improperly, then they may be impleaded and will have individual liability to the extent that distributions or other payments were made to the owners or officers of the Grant Recipient under circumstances where, within a reasonable degree of accounting certainty, the Grant Recipient did not have sufficient funds available from other legitimate sources to make such payment or distribution without the revenues derived by the Grant Recipient from the payment of the Grant by the CRA.


a. Venue of any dispute or legal proceeding between the parties shall be in the court of appropriate jurisdiction located in Orange County, Florida.

b. This Contract shall be binding on all successors, devisees, subsidiaries, transferees and assignees of the Grant Recipient. The change of ownership of the Grant Recipient is not a breach of this Contract, subject to the condition that the subsequent owner shall remain fully responsible to comply with the TIE Grant and is subject to the terms and conditions of this Contract. And, the mere filing of bankruptcy by the Grant Recipient or a successor is not in itself a material breach, so long as the qualifying employees are paid on a current basis and the Grant Recipient maintains its business as a qualifying business for a qualifying purpose, in accordance with the TIE Program application, this Contract and the Incorporated Documents.

c. Participation in this TIE Program does not preclude the Grant Recipient from participating in other CRA programs, so long as the Grant Recipient establishes eligibility for such other CRA programs.

d. There are no agreements, express or implied, except as set forth expressly in this Contract. All prior negotiations are merged into this Contract, and this Contract is the complete integration of all prior discussions concerning the subject matter of this Contract.

e. The Effective Date of this Contract is the date on which the CRA signs, hereinbelow, as attested.

Agreed to by the parties as shown by their execution below:
CRA REDEVELOPMENT AGENCY

By: ____________________________
Printed Name: ___________________
Title: __________________________

Attest:

By: ______________________________
Printed Name: _____________________
Title: ____________________________

Date: _____________________________

GRANT RECIPIENT

By: ____________________________
Printed Name: ___________________
Title: __________________________

Attest:

By: ______________________________
Printed Name: _____________________
Title: ____________________________

Date: _____________________________
TIE PROGRAM ANNUAL REPORT FORM

_______________________________, (“Grant Recipient”) is the Grant Recipient in that contract with the community Redevelopment Agency of the City of Winter Park with respect to the TIE Program. The undersigned Grant Recipient certifies that the information provided in this form is true and correct as of the effective date stated below.

1. **Effective Date.** The information provided herein by Grant Recipient is true and correct on this Effective Date of _________________.

2. **Facilities within the jurisdictional boundaries of City of Winter Park:**

   _________________. *(Insert name and address of each facility located in the City of Winter Park)* Please indicate any additional, relocated, expanded or closed facilities as of this Effective Date as compared with the facilities in existence on the date the TIE program contract was entered by Grant Recipient: _________________.

3. **Number of employees employed by the Grant Recipient who work at facilities located within the jurisdictional boundaries of the City of Winter Park:**

   _________________. Average wage paid on an annual basis for each employee (or if less than 10 employees are employed then report the wages paid per each employee on an annual basis), and provide job title for each wage reported – do not indicate the name of the individual: _________________.

   ____________________________________
   ____________________________________
   ____________________________________
   ____________________________________
   ____________________________________

   Report the changes in wages paid as of the Effective Date when compared to the starting date of the TIE Program Contract: _________________.

Page 1 of 3
4. Identify the nature of business, products and services offered for sale: ________________________________.

5. Identify each charitable or civic activity undertaken by management and/or the company within the jurisdictional boundaries of the City of Winter Park as of the Effective Date: (for the period commencing with the Effective Date of the TIE Program Contract or the last annual report, whichever is more recent): ______________
   ________________________________________________________________________.

6. Identify for the annual reporting period (or from the date of the TIE Program Contract being entered) all capital improvements to facilities within the jurisdictional limits of the City of Winter Park: ______________
   ________________________________________________________________________.

7. Identify any awards or recognitions received by the Company during the annual reporting period (or from the Effective Date of the TIE Program Contract): ______________
   ________________________________________________________________________.

8. Identify each lawsuit filed against the Company and any federal or state investigations or enforcement actions against the Company during the annual reporting period (or from the Effective Date of the TIE Program Contract): ______________
   ________________________________________________________________________.

9. Identify any need for expansion space or expanded facilities that the Company anticipates within the next three (3) years from the Effective Date Hereof: ______________. If you are planning to expand, is the Company looking to expand within the jurisdictional boundaries of the City of Winter Park? Yes _____ No _______ Identify any consultant or real estate broker
who will assist you in relocating or expanding, if applicable: _______________________
_____________________________________________________________. Would you be receptive to working with the CRA to discuss expansion within the City of Winter Park jurisdictional boundaries? Yes ____ No ____

The undersigned certifies that the above information is true and correct as of the Effective Date.

______________________________
Grant Recipient

Name

______________________________
By: __________________________
Print Name: ___________________
Title: _________________________
PURPOSE:
The purpose of the TIE Program is to promote the expansion, growth, and development of high wage jobs and maintain the City of Winter Park’s competitiveness as a location for major employers, incentivizing continued long-term investment and involvement in the community.

ELIGIBLE APPLICANTS:
Any private company desiring to locate within the municipal boundaries of the City of Winter Park that meets the Program Guidelines listed below. Governmental or non-profit entities may also be eligible provided that the Applicant does not occupy tax-exempt or tax-abated property.

PROCESS:
Applications are received on a first-come, first-served basis. Applications may be submitted to the City’s Department of Economic Development for review of eligibility. Incomplete applications will not be accepted. Based on that review, City staff will draft a contract with the Applicant for approval by the CRA Agency or the City Commission, depending on the source of funding. No agreement will be considered final until approved by either the CRA Agency or the City Commission. Applicants may be required to attend public meetings to discuss the application.

GUIDELINES:
In order to be considered for the Program, the Applicant should consider the guidelines listed below (see also Table 1: Guideline Matrix). Meeting all the guidelines does not guarantee approval of an application and all terms of any approval are at the sole discretion of the City/CRA:

- The Applicant must have at least 50 full-time equivalent employees on the payroll at the time of application. All applicants will be required to maintain that levels of employment for the term of the agreement with the City/CRA. If a business has multiple locations, only those physically located within the City limits will be considered eligible for the purposes of the application.
- Have an average annual salary per employee at or above 115% of the area Metropolitan Statistical Average (see attached wage sheet). Average wage levels that are substantially higher than the minimum requirements may receive a greater incentive award at the discretion of the City/CRA Board.
- Be a business in the targeted industry cluster listing for the City of Winter Park:
  - Arts and Culture
  - Creative Services
  - Financial & Professional
• Applicant must commit to maintain any jobs created in the City for a period of 5-10 years. Ten years is preferred but may be reduced at the sole discretion of the City/CRA Board.
• Agree to utilize City utilities (Water, Sewer, Electric) where applicable.
• Demonstrate that the business is, and will remain, economically sound over the course of the agreement by submitting financial statements and tax returns as requested.
• Be willing to submit employee information including number of employees, salaries, total payroll, and address information indicating how many jobs are currently held by residents of the City. (Individual employee information will not be disclosed.)
• All licenses must be up to date and all property taxes must be current, with no debts in arrears to the City when a contract is signed.
• If leasing space, the Applicant must provide an extended or new lease with a property owner to be signed once a contract for the TIE Program has been executed with the City/CRA. The lease must meet the minimum term requirements as determined by the City/CRA.
• Indicate that the Program is a major factor in its determination to locate/expand in the City.

COMMITMENT OF FUNDS:
Funds are awarded for every job created by a company where the average annual wage meets or exceeds the definition of a high-wage. High-wage jobs are defined as those paying at least 115% of the average Metropolitan Statistical Area annual wage. (View attached wage eligibility sheet.)

<table>
<thead>
<tr>
<th>Average Wage Rate Category</th>
<th>Incentive per Job</th>
</tr>
</thead>
<tbody>
<tr>
<td>115% of County Average Wage</td>
<td>$1,000</td>
</tr>
<tr>
<td>150% of County Average Wage</td>
<td>$1,250</td>
</tr>
<tr>
<td>200% of County Average Wage</td>
<td>$1,500</td>
</tr>
</tbody>
</table>

Applicants applying for job creation/relocation assistance:
A company with 50 jobs and an average wage at 150% of the County average would receive $62,500 (50 jobs X $1,250). This amount would be paid out based on the Applicant’s stated need and final decision of the City/CRA. Payments would be based on continued adherence to the agreed upon wage level and number of jobs retained.

The maximum grant amount awarded may not exceed 200,000 for any one Applicant over the term of the agreement.

TERM & DISBURSAL OF FUNDS:
The term of the agreement will require the awarded Applicant to maintain any created or retained jobs for a period of 5-10 years. Payout of awarded funds will vary depending upon the needs of the Applicant and type of assistance requested. Prior to the disbursement of any funds the awarded Applicant must provide the City/CRA an executed lease agreement sufficient to meet the required term.

Applicants applying for job creation/relocation assistance:
Payout of program funds will vary depending upon the stated needs of the Applicant but will usually range from 2 – 5 years. Payment terms are more flexible and will be negotiated on a case-by-case basis to account for the varying situations that relocating businesses may encounter. Initial payment is made once the creation of the new jobs is confirmed and subsequent payments will be made annually.

For example, a corporate headquarters wants to relocate 50 high-wage jobs to the City and qualifies for $50,000 in assistance. They require the funding upfront to assist with build-out and payment is agreed to be made in two equal annual installments. A commitment to remain in the City for 10 years is signed and once the company relocates to the City, the initial payment is made for $25,000 with the subsequent payment made on the anniversary of the initial payment.

REPORTING REQUIREMENTS:
Prior to receiving an annual payment the Applicant must submit a report to the Director of Economic Development two months before the anniversary of the contract execution date. Applicant will provide updated figures for employee count, total payroll, and salary information. Once the Director has made a determination that the requirements of the contract have been met, payment will be issued to the Applicant. Any delays in providing the annual report will delay payment. If it is determined that an Applicant has not maintained the level of high-wage jobs outlined in the contract the City/CRA may reduce the grant amount accordingly. If employment levels fall below the minimum requirements of the Program the City/CRA may choose to terminate the contract.

CONTRACTUAL AGREEMENT:
All approved Applicants will execute an agreement with the City Commission or CRA Agency which stipulates the individual terms of the incentive awarded. Any mutually agreed upon contract may include provisions for repayment of City/CRA funds if Program Guidelines are not maintained.

CHANGE IN OWNERSHIP, BANKRUPTCY, RELOCATION OF BUSINESS:
Change of Ownership: If an Applicant’s business changes ownership it will still be eligible for receipt of award funds if the contractual obligations continue to be met.

Relocation of Business: Any Applicant business relocating within the City of Winter Park will still be eligible to receive payments with the proof of a new lease covering the remaining term of the contract agreement. Any Applicant business moving outside of the City of Winter Park will no longer receive annual payments and will have to refund any awarded funds given to-date.
Bankruptcy/Dissolution: If an Applicant’s business declares bankruptcy and is unable to meet the obligations of the contract or if the business is dissolved, no future payment will be made by the City/CRA.

CONFIDENTIALITY:
Financial statements and other information submitted to the City are not considered public records under FL Statute 288.075. However the City may use certain information retained for the purpose of issuing public reports, including the Applicant’s name and business, contact info, description of need, number of full time equivalent jobs created, ratio of employees residing inside the City limits, the amount of any grant award, term of payment, and general wage information gathered for the purpose of determining eligibility.

EXPANSION OF EXISTING BUSINESSES:
Those businesses already located within the City that wish to expand may access the City’s Qualified Target Industry (QTI) Program for assistance.

ADDITIONAL PROGRAM ASSISTANCE:
Participation in this Program would not preclude an Applicant from seeking additional assistance from the City/CRA if approved by the respective bodies.

PROGRAM FUNDING:
Nothing contained in this Program shall be construed to be a guarantee or entitlement to an economic incentive from the City of Winter Park, regardless of an Applicant’s conformity to the Guidelines, financial condition of the City/CRA, or funding budgeted for economic incentives.

For more information on this and other City programs please visit www.cityofwinterpark.org and click on Departments, Economic Development/CRA.
Table 1: Guideline Matrix

<table>
<thead>
<tr>
<th>Guidelines</th>
<th>Job Creation</th>
</tr>
</thead>
<tbody>
<tr>
<td># of Jobs (FTE)</td>
<td>For relocation to the city, at least 50 new jobs</td>
</tr>
<tr>
<td>Average Annual Salary</td>
<td>High wage; minimum of 115% of County Average Wage</td>
</tr>
<tr>
<td>Targeted Industries</td>
<td>Arts &amp; Culture; Creative Services; Financial and Professional; Health Care; Knowledge Creation; Real Estate Development; Corporate Headquarters</td>
</tr>
<tr>
<td>Term of Commitment to Remain in City</td>
<td>5 - 10 years</td>
</tr>
<tr>
<td>Incentive Considered</td>
<td>$1,000 - $1,500 per job created; incentive varies based on level of average wage</td>
</tr>
<tr>
<td>Payout of Incentive Awarded</td>
<td>Varies; no more than 5 years</td>
</tr>
<tr>
<td>Maximum Incentive</td>
<td>No more than $200,000 total over 5 years</td>
</tr>
</tbody>
</table>