RESOLUTION NO. 2025 - 296

A RESOLUTION APPROVING A COMMUNITY BENEFITS AGREEMENT BY, BETWEEN AND AMONG THE CITY OF TAMPA, TAMPA BAY PERFORMING ARTS CENTER, INC. (D/B/A AS THE "STRAZ PERFORMING ARTS CENTER"), AND TAMPA BAY PERFORMING ARTS CENTER FOUNDATION, INC. ("FOUNDATION"), THAT ESTABLISHES THE MINIMUM COMMUNITY BENEFITS REQUIRED IN CONNECTION WITH A \$25,000,000 GRANT FROM THE CITY OF TAMPA COMMUNITY REDEVELOPMENT AGENCY TO THE STRAZ PERFORMING ARTS CENTER AND FOUNDATION FOR THE CONSTRUCTION OF ALTERATIONS AND ADDITIONS TO THE EXISTING PERFORMING ARTS CENTER; PROVIDING FOR CERTAIN REQUIRED COMMUNITY BENEFITS IN CONNECTION WITH SAID GRANT AND PROJECT, INCLUDING COMMUNITY BENEFITS AFFECTING THE DESIGN, CONSTRUCTION, AND EQUAL BUSINESS OPPORTUNITY OBLIGATIONS FOR WOMEN/MINORITY AND SMALL LOCAL BUSINESS ENTERPRISES, TOGETHER WITH COMMUNITY BENEFITS REQUIRING FUTURE EVENTS, EDUCATION AND OUTREACH AT OR BY THE CENTER FOR VETERANS, CHILDREN AND COMMUNITY PARTNERS; REQUIRING THE IDENTIFICATION OF AN AREA AT THE STRAZ PERFORMING ARTS CENTER TO HONOR GOVERNOR BOB MARTINEZ: AUTHORIZING EXECUTION OF SAID COMMUNITY BENEFITS AGREEMENT BY THE MAYOR; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tampa ("City") and the Tampa Bay Performing Arts Center, Inc. (the "Straz"), entered into that certain Operation of Arts Facility and Lease Agreement dated January 31, 1984, as amended by that certain First Amendment to Lease Agreement dated as of March 17, 2014, and Second Amendment to Lease Agreement dated as of August 29, 2017, also by and between the City and the TBPAC (collectively, the "Lease Agreement"), which provides, in part, for the lease of certain land described therein (the "Land") for the purpose of constructing and operating the existing performing "Arts Facility" and complimentary appurtenances for the promotion, presentation and cultural enhancement of the performing arts for the general public in the Tampa area located at 1010 N. MacInnes Place in the City of Tampa, Florida (the "Existing Performing Arts Center"); and

WHEREAS, the Land, on which the Existing Performing Arts Center is situated is also located within the boundaries of the Downtown Community Redevelopment Area (the "Community Redevelopment Area"); and

WHEREAS, the Lease Agreement allows the Straz to make alterations, additions or improvements to the "Premises", as defined in the Lease Agreement, with the written consent of the City, which shall not be unreasonably withheld; and

WHEREAS, the Straz proposed making significant alterations and additions to the Existing Performing Arts Center and requested \$25,000,000.00 in financial assistance from the Community Redevelopment Agency of the City of Tampa, Florida ("CRA") in achieving such alterations and additions; and

WHEREAS, on or about October 14, 2021, the CRA adopted CRA Resolution No. 2021-24 approving "The Straz Performing Arts Center Funding and Construction Agreement" by, between and among the CRA and the Straz also dated October 14, 2021 (the "Original Agreement"), which Original Agreement established the terms and conditions under which the CRA was willing to provide

\$25,000,000 in financial assistance to the Straz in connection with the proposed alterations and additions to the Existing Performing Arts Center (the "Proposed Project") (the Existing Performing Arts Center as modified by the Proposed Project is hereinafter referred to as the "Center"); and

WHEREAS, the CRA and the Straz have previously amended the Original Agreement three (3) times by virtue of an Amendment approved by CRA Resolution No. 2023-27 on or about September 14. 2023 (the "First Amendment"), a Second Amendment approved by CRA Resolution No. 2023-34 on November 9, 2023 (the "Second Amendment"), and a Third Amendment approved by CRA Resolution No. 2024-22 on or about November 14, 2024 (the "Third Amendment") (the Original Agreement as amended by the First Amendment, the Second Amendment and the Third Amendment is referred to herein as the "CRA/Straz Funding and Construction Agreement"); and

WHEREAS, pursuant to the CRA/Straz Funding and Construction Agreement, the Straz prepared and submitted to the City, after meeting with community groups and the public, a "Community Benefit Impact Report" addressing the Proposed Project's fiscal, employment, utility, traffic, small business, environmental, social/community, health, and sustainability/resiliency impacts; and

WHEREAS, the CRA/Straz Funding and Construction Agreement requires that the City and the Straz negotiate and enter into a separate "community benefits agreement" based on the Community Benefit Impact Report submitted by the Straz prior to the "Conditions Precedent Satisfaction Date" as set forth in the CRA/Straz Funding and Construction Agreement (as the same may be extended by the CRA Director); and

WHEREAS, the CRA Director has agreed to extend the Condition Precedent Satisfaction Date for a short period of time to allow for consideration of this Agreement; and

WHEREAS, both the City and Straz desire to enter into this Agreement to document the community benefits required to be provided by the Straz as partial consideration for the CRA agreeing to fund a portion of the Proposed Project as provided in the CRA/Straz Funding and Construction Agreement including the required community benefits affecting the design and construction of the Proposed Project, equal business opportunity for women/minority and small local business enterprises, and future events, education and outreach at or by the Straz for veterans, children and community partners, together with designating a location at the center to honor Governor Bob Martinez.

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, THAT:

Section 1. The Community Benefits Agreement by, between and among the City of Tampa, the Tampa Bay Performing Arts Center, Inc., and the Tampa Bay Performing Arts Center Foundation, Inc. related to the \$25,000,000 Grant from the City of Tampa Community Redevelopment Agency for the construction of alterations and additions to the performing arts center is hereby approved in the form attached to this Resolution or substantially similar form.

- Section 2. The Mayor of the City of Tampa, Florida is hereby authorized to execute and the City Clerk to attest to and affix the official seal of the City of Tampa to said Community Benefits Agreement.
- Section 3. The proper officers and employees of the City of Tampa, Florida are hereby authorized and empowered to do all things necessary and proper to carry out and make effective the terms of this Resolution.
- Section 5. The City Clerk shall file and maintain a fully executed copy of the attached Community Benefits Agreement in the official records of the City of Tampa as maintained by the City Clerk.

Section 6. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA, ON

MAR 2 7 2025

MURLUN JOH

TY CLERK/DEPLY CLERK-

CHAIR/CHAIR PRO-TEM, CITY COUNCIL OF THE CITY OF TAMPA, FLORIDA

APPROVED FOR LEGAL SUFFICIENCY BY:

Morris Massey (E/S)

Morris Massey, Deputy City Attorney



City of Tampa Agenda Item Request

Department: Economic Opportunity

Council Regular

Submittal Date: 3/05/2025 **Requested Meeting Date:** 3/27/2025

Type of Request: Council Resolution **Contact** Nicole Frey 4-8624

Subject A resolution and agreement approving the Community Benefits Agreement by,

between, and among the City of Tampa, Tampa Bay Performing Arts Center, Inc. (d/b/a as "The Straz Performing Arts Center") and Tampa Bay Performing

Arts Center Foundation, Inc.

Resolution / Ordinance

Ordinand Title A Resolution approving a Community Benefits Agreement by, between, and among The City of Tampa, Tampa Bay Performing Arts Center, Inc. (d/b/a as The "Straz Performing Arts Center"), and Tampa Bay Performing Arts Center Foundation, Inc. ("Foundation"), that establishes the minimum community benefits required in connection with a \$25,000,000 grant from The City of Tampa Community Redevelopment Agency to The Straz Performing Arts Center and Foundation for the construction of alterations and additions to the existing Performing Arts Center; Providing for certain required community benefits in connection with said grant and project, including community benefits affecting the design, construction, and Equal Business Opportunity obligations for women/minority and small local business enterprises, together with community benefits requiring future events, education and outreach at or by The Center for Veterans, Children, and Community Partners; Requiring the identification of an area at The Straz Performing Arts Center to honor Governor Bob Martinez; Authorizing execution of said Community Benefits Agreement by the Mayor; Providing an effective date.

BACKGROUND:

A resolution and agreement to approve a Community Benefits Agreement by, between, and among The City of Tampa, Tampa Bay Performing Arts Center, Inc. (d/b/a as The "Straz Performing Arts Center"), and Tampa Bay Performing Arts Center Foundation, Inc. ("Foundation"). This resolution and agreement establishes minimum community benefits required in connection with a \$25,000,000 grant from The City of Tampa Community Redevelopment Agency to The Straz Performing Arts Center for the purposes of construction and alterations to the existing site. In connection with this grant and project, are requirements that include Equal Business Opportunity obligations for women/minority and small local businesses.

FISCAL IMPACT: No

FISCAL IMPACT STATEMENT:

PROJECTED COSTS: \$

Approver	Timestamp	Role
Nicole Frey	3/5/2025 2:01:41 PM	Submitter
Javier Marin	3/5/2025 3:10:31 PM	Department Head
Javier Marin	3/5/2025 4:48:45 PM	Economic Opportunity
Astonah Turner	3/5/2025 5:20:03 PM	Attorney Coordinator
Morris Massey	3/6/2025 8:57:52 AM	Assistant City Attorney
Cate Wells	3/6/2025 9:03:45 AM	City Attorney
ABBYE FEELEY	3/7/2025 3:14:19 PM	Deputy Administrator DEO
ABBYE FEELEY	3/7/2025 3:14:55 PM	Development and Economic Opportunity
Susan Gobble	3/7/2025 3:41:42 PM	Finance Coordinator
Susan Gobble	3/10/2025 8:33:59 AM	Finance Fiscal and Lead Analyst
Ty Hawthorne	3/10/2025 8:55:08 AM	Budget Operating Manager
Michael Perry	3/11/2025 8:35:23 AM	Budget Officer
Lori Hernandez	3/19/2025 9:35:58 AM	Chief Financial Officer
JOHN BENNETT	3/19/2025 1:31:36 PM	Chief of Staff
JANE CASTOR	3/19/2025 6:24:50 PM	Mayor



Development and Economic Opportunity

Economic Opportunity 306 E. Jackson Street Tampa, Florida 33602

Office: (813) 274-5566

Date:

March 18, 2025

To:

The Honorable Chair Guido Maniscalco and Members of Tampa City Council

Through: Abbye Feeley, Administrator for Development and Economic Opportunit

From:

Javier Marin, Economic Opportunity Director

RE:

Community Benefit Agreement with David A. Straz Jr. Center for Performing Arts;

OnBase Item #12745

Attached, please find the Community Benefit Agreement for David A. Straz Jr. Center for Performing Arts. Pursuant to the second amendment to the Straz Performing Arts Center Funding and Construction Agreement, as requested by the CRA Board, we are seeking approval of a written agreement between the Straz and the City consistent with the requirements outlined in section 1.1. (b) and the amended Exhibit B of the Straz Funding and Construction Agreement.

The Straz Center hosted two public meetings on April 23 and June 3, 2024, to gather community feedback on the desired benefits associated with its expansion and renovations. The resulting agreement incorporates both the community's input and the outcomes of collaboration and negotiation between the City of Tampa and the Straz Center for the Performing Arts, including the following commitments:

- Project Design: Incroporates green infrastructure, continues access to the Riverwalk, and enhances 5G internet in public areas.
- Equal Business Opportunity ("EBO") Participation: Target of twenty-four percent (24%) participation for Women and Minority Business Enterprises ("W/MBE") and Small Local Business Enterprises ("SLBE") in connection with all tiers and trades related to construction of the Proposed Project.
- Governor Bob Martinez Monumentation: Agreement includes naming a public space and installing signage and/or monumentation in honor of Governor Bob Martinez, who as Mayor of the City of Tampa, was responsible for the original construction of the Straz Center.
- Programming After Construction Completion:
 - Veterans Programming: Annual "Military Family Night," multidisciplinary arts instruction (Civilian Arts Ensemble/Arts in Health), and National Veterans Creative Arts Festival at no cost, if requested.

 Student Programming: Discounted and no cost programs in coordination with the Hillsborough County School District and other community partners. Programs include, but are not limited to, arts education program, free arts training and instruction, performance tickets to select Straz Center performances, as well as scholarships to Patel Conservatory prioritizing children in Grades K – 12 from Hillsborough County.

• Additional Community Benefits:

- Facilitating eight art/cultural events annually open to the public at large at no cost;
- Partnering with the City to provide space at the Center for non-shelter emergency use whenever feasible;
- City use of meeting spaces or venues at the Center 3 times per year; and
- Commitment to be recertified as a "Bike Friendly Business" by the League of American Cyclists as part of the biennial recertification process.

Please contact me at 813-274-8812 with any questions or concerns.

CC:

John Bennett, Chief of Staff
Shirley Foxx-Knowles, City Clerk
Rebecca Johns, Assistant City Attorney

Community Benefits Agreement (CRA/Straz Funding and Construction Agreement)

This Community Benefits Agreement (the "CBA" or the "Agreement") is made effective as of this day of ________, 2025 ("Effective Date"), by, between and among the City of Tampa, a municipal corporation organized and existing under the laws of the State of Florida (the "City"), the Tampa Bay Performing Arts Center, Inc., a Florida not-for-profit corporation (the "TBPAC") doing business as the David A. Straz Jr. Center for the Performing Arts, whose address is 1010 N. W.C. MacInnes Place, Tampa, Florida 33602, and the Tampa Bay Performing Arts Center Foundation, Inc., a Florida not-for-profit corporation (the "Foundation"), whose address is 1010 N. W.C. MacInnes Place, Tampa, Florida 33602 (the TBPAC and the Foundation are collectively referred to herein as the "Straz").

RECITALS:

WHEREAS, the City and the TBPAC entered into that certain Operation of Arts Facility and Lease Agreement dated January 31, 1984, as amended by that certain First Amendment to Lease Agreement dated as of March 17, 2014, and Second Amendment to Lease Agreement dated as of August 29, 2017, also by and between the City and the TBPAC (collectively, the "Lease Agreement"), which provides, in part, for the lease of certain land described therein (the "Land") for the purpose of constructing and operating the existing performing "Arts Facility" and complimentary appurtenances for the promotion, presentation and cultural enhancement of the performing arts for the general public in the Tampa area located at 1010 N. W.C. MacInnes Place in the City of Tampa, Florida (the "Existing Performing Arts Center"); and

WHEREAS, the Land, on which the Existing Performing Arts Center is situated is also located within the boundaries of the Downtown Community Redevelopment Area (the "Community Redevelopment Area"); and

WHEREAS, the Lease Agreement allows the TBPAC to make alterations, additions or improvements to the "Premises", as defined in the Lease Agreement, with the written consent of the City, which shall not be unreasonably withheld; and

WHEREAS, the Straz proposed making significant alterations and additions to the Existing Performing Arts Center and requested \$25,000,000.00 in financial assistance from the Community Redevelopment Agency of the City of Tampa, Florida ("CRA") in achieving such alterations and additions; and

WHEREAS, on or about October 14, 2021, the CRA adopted CRA Resolution No. 2021-24 approving "The Straz Performing Arts Center Funding and Construction Agreement" by, between and among the CRA and the Straz also dated October 14, 2021 (the "Original Agreement"), which Original Agreement established the terms and conditions under which the CRA was willing to provide \$25,000,000 in financial assistance to the Straz in connection with the proposed

alterations and additions to the Existing Performing Arts Center (the "Proposed Project") (the Existing Performing Arts Center as modified by the Proposed Project is hereinafter referred to as the "Center"); and

WHEREAS, the CRA and the Straz have previously amended the Original Agreement three (3) times by virtue of an Amendment approved by CRA Resolution No. 2023-27 on or about September 14. 2023 (the "First Amendment"), a Second Amendment approved by CRA Resolution No. 2023-34 on November 9, 2023 (the "Second Amendment"), and a Third Amendment approved by CRA Resolution No. 2024-22 on or about November 14, 2024 (the "Third Amendment") (the Original Agreement as amended by the First Amendment, the Second Amendment and the Third Amendment is referred to herein as the "CRA/Straz Funding and Construction Agreement"); and

WHEREAS, pursuant to the CRA/Straz Funding and Construction Agreement, the Straz prepared and submitted to the City, after meeting with community groups and the public, a "Community Benefit Impact Report" addressing the Proposed Project's fiscal, employment, utility, traffic, small business, environmental, social/community, health, and sustainability/resiliency impacts; and

WHEREAS, the CRA/Straz Funding and Construction Agreement requires that the City and the Straz negotiate and enter into a separate "community benefits agreement" based on the Community Benefit Impact Report submitted by the Straz prior to the "Conditions Precedent Satisfaction Date" as set forth in the CRA/Straz Funding and Construction Agreement (as the same may be extended by the CRA Director); and

WHEREAS, the CRA Director has agreed to extend the Condition Precedent Satisfaction Date for a short period of time to allow for consideration of this Agreement; and

WHEREAS, both the City and Straz desire to enter into this Agreement to document the community benefits required to be provided by the Straz as partial consideration for the CRA agreeing to fund a portion of the Proposed Project as provided in the CRA/Straz Funding and Construction Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are true and correct and are incorporated herein by this reference, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Straz hereby agree as follows:

I. <u>Purpose</u>. This Agreement constitutes the Community Benefits Agreement or CBA between the Straz and the City as required under the CRA/Straz Funding and Construction Agreement, and establishes the required community-focused benefits to be provided by the Straz as part of the design, construction, and operation of the Proposed Project to be developed and included as part of the Center located on that certain parcel of real property described in <u>Exhibit A</u> attached hereto, which is being funded, in part, by way of a \$25,000,000 grant from the CRA.

- II. <u>Definitions.</u> Unless otherwise specifically defined herein, all capitalized terms in this CBA will have the same meaning as provided in the CRA/Straz Funding and Construction Agreement.
- III. Community Engagement/Community Benefit Impact Report. Prior to the Effective Date of this CBA, the Straz hosted a number of community engagement meetings to solicit feedback from the community in connection with the Community Benefit Impact Report it was required to submit to the City under the CRA/Straz Funding and Construction Agreement. A summary of the community input together with the Community Benefit Impact Report submitted by the Straz is included as Exhibit B hereto and is incorporated herein by this reference.
- IV. <u>Required Community Benefits.</u> The Straz shall be required to provide all of the following "Community Benefits" in connection with the Proposed Project:
 - A. <u>Design:</u> The Proposed Project shall address and incorporate all of the following as required "Design Element of the Community Benefits":
 - Where feasible, the Proposed Project will (a) incorporate "green infrastructure" (such as cool roofs), (b) include the use of building material and systems that benefit the environment and health of occupants, and (c) implement other "green" building and resilience measures.
 - 2. The design of the Proposed Project shall comply with all applicable government regulations including the City's building code and all applicable FEMA regulations.
 - 3. The design of the Proposed Project includes and maintains public access to the Riverwalk where appropriate.
 - 4. The design of the Proposed Project will include infrastructure necessary to support free WiFi and 5G internet service to members of the public within the Center, and, to the extent feasible, to members of the public in the outdoor areas located and incorporated as part of the Center after completion of the Proposed Project.
 - B. <u>Construction</u>: During construction of the Proposed Project, the Straz agrees to implement and comply with all of the following as required "Construction Element of the Community Benefits":
 - The Straz will require its contractor to closely coordinate construction activities related to the Proposed Project with all applicable City departments including (a) the Mobility Department as to public streets, parking and events at the Existing Performing Arts Center during construction, (b) the Parks and Recreation Department as to impacts of Proposed Project on the Riverwalk, nearby City parks and public events like Gasparilla, (c) Construction Services Division as to permitting and inspections for Proposed Project, and (d) Tampa Police Department, as needed.
 - 2. The Straz will require its contractor to minimize any closure of the Riverwalk or City streets due to the construction of the Proposed Project.

- 3. The Straz shall require its contractor to develop an action plan acceptable to the City's Parks and Recreation and Mobility Departments in connection with any need to temporarily close a portion of the Riverwalk during construction of the Proposed Project at least ninety (90) days in advance of any such closure. This action plan must include an alternate route to ensure reasonable continuity of service for members of the public who would otherwise have used the closed portion(s) of the Riverwalk.
- 4. Without limiting the foregoing, the Straz and/or its contractors shall provide the City Mobility and Parks and Recreation Departments, at least 15 days' advanced notice of any temporary encroachment on the Riverwalk, that will not prevent public access to or passage along the Riverwalk.
- 5. The Straz will require its contractor to also prepare and file an acceptable Maintenance of Traffic ('MOT") plan with the City, that includes prior notification requirements to affected City departments (including the Tampa Police Department, the Mobility Department, Parks and Recreation Department, Construction Services Division and the Communications Department), the Tampa Downtown Partnership, the University of Tampa, any affected property owners and all registered neighborhood groups located in the Central Business District north of Kennedy Boulevard, of any anticipated construction activities associated with the Proposed Project that will impact, limit access to or result in the temporary closure of any City streets or parks, the Riverwalk, and/or access to any surrounding unrelated property or facilities (public or private).
- 6. The Straz will be solely responsible for repairing, at its sole cost, any damage caused by the construction of the Proposed Project to City or privately owned facilities or improvements including, without limitation, City streets, infrastructure and the Riverwalk.
- 7. The Straz will be solely responsible for any damage claims resulting from the loss of use caused by the construction of the Proposed Project arising from damage to City or privately owned facilities or improvements including, without limitation, City streets, infrastructure and the Riverwalk.
- 8. The Straz will be responsible for its contractor's failure to comply with this Construction Element of the Community Benefits or any portion thereof.
- C. Equal Business Obligations Related to the Construction of the Proposed Project: The City's Equal Business Opportunity ("EBO") Department has established a target of twenty-four percent (24%) participation for Women and Minority Business Enterprises ("W/MBE") and Small Local Business Enterprises ("SLBE") in connection with all tiers and trades related to construction of the Proposed Project (collectively, the "EBO Targets for the Proposed Project"). In connection therewith, the Straz agrees to all of the following as the required "EBO Element of the Community Benefits" associated with the Proposed Project:
 - 1. The Straz will require its contractor to use all good faith efforts to meet or exceed the EBO Targets for the Proposed Project in connection with all tiers of

- subcontractors and trades engaged by the Straz or its contractor in connection with the Proposed Project.
- 2. The Straz will require its contractor to timely prepare and submit all EBO forms and information required by the EBO Department in connection with the Proposed Project in conformance with or promulgated pursuant to Chapter 26.5, Tampa City Code, to evidence its good faith efforts to meet or exceed the EBO Targets for the Proposed Project for both W/MBE and SLBE.
- 3. The Straz will be responsible for its contractor complying with this EBO Element of the Community Benefits.
- D. Honoring Governor Martinez as a Community Benefit: The Straz agrees to name a public space and install signage and/ or monumentation that is part of the Center or the leased premises of the Center (design to be mutually agreed upon by the City and the Straz, with the signage cost being borne by the Straz and any monumentation cost to be paid for by the City as described in Section IV.D.1) in honor of Governor Bob Martinez, who as Mayor of the City of Tampa was responsible for the original construction of the Straz Center. The name of this area will not be changed on the signage and/or monumentation. The associated signage installed by the Straz will not be removed by the Straz unless mutually agreed upon and with express written consent of the City by way of an amendment to this Agreement. The provisions of this Sub-Section IV. shall hereinafter be referred as the "Martinez Naming Element of the Community Benefits".
 - The City shall be responsible for the monumentation cost associated with honoring Governor Martinez. The Straz will obtain three bids for the monumentation portion and provide the quotes to the City for review. The City will cover the cost of the lowest bidder, unless otherwise mutually agreed upon by all Parties.
- E. Community Benefit Requirements After Completion of the Proposed Project. For at least ten (10) years commencing upon completion of the Proposed Project, the Straz agrees to provide all of the following Community Benefits in connection with its operation of the Center (collectively, the "Post-Construction Element of the Community Benefits") to maintain and expand public access to the Center:

1. For Veterans:

- a. The Straz shall provide at least one (1) "Military Family Night" or similar event, annually, offering the Tampa Bay military community free or discounted access to world class artistic and/or touring performances at the Center. These events shall be marketed through appropriate parties. including, but not limited to, MacDill Air Force Base, Blue Star Families, The Valor Network and local Veteran's Affairs Hospitals and facilities including the J.A. Haley and Bay Pines facilities.
- b. The Straz will provide and maintain multidisciplinary arts instruction by experienced teaching artists to veterans through programs such as the "Civilian Arts Ensemble" and the "Arts in Health" at no charge to veteran participants.

c. If requested, the Straz will provide a venue at the Center for the National Veterans Creative Arts Festival at no cost (no more than one festival per year based on availability).

2. For Students:

- a. The Straz will provide school field trips through coordination with the Hillsborough County School District (the "District") at an 85% discount to the District and consisting of a minimum of 10 shows (300 tickets per show) annually at the Center for children in grades K through 8 attending one of the District's public schools.
- b. The Straz will provide Arts education programs to community partners as selected by the Straz. The City's Administrator of Neighborhood and Community Affairs or designee will be invited to serve on or otherwise participate in the selection of community partners by the Straz. Programs with selected community partners include, but are not limited to:
 - Free arts training and instruction both on-site and off-site, which
 is tailored to the needs of the community partner.
 - 2. Free performance tickets to select Straz Center performances.
 - 3. Community partners will be selected through an annual application process.
- c. The Straz will provide a minimum of 1,000 free tickets (in addition to the tickets provided in Section IV.E.2.a above) annually to children in Grades K 12 to both ticketed and non-ticketed events and select performances at the Center through coordination with the District and selected community partners.
- d. The Straz will provide a minimum of 300 scholarships to Patel Conservatory students per year, prioritizing children from Hillsborough County, Florida, in Grades K – 12.

3. Other Community Benefits:

- a. The Straz will host and facilitate a minimum of eight (8) art or cultural events at the Center open to the public at large at no cost to the public, annually.
- b. The Straz will partner with the City to provide space at the Center for non-shelter emergency use (e.g., reunification space for families during large scale events or emergency situations) whenever feasible, subject, however, to pre-existing programming commitments and activities at the Center.
- c. The Straz shall permit the City to use meeting spaces or venues at the Center (based on availability) up to three (3) times per year at no rental cost to the City, which will also include parking access to the Center (based on availability). However, all other costs associated with such usage of the Center including, without limitation, catering services and equipment rental, shall be paid by the City.

d. The Existing Performing Arts Center is currently certified as a "Bike Friendly Business" by the League of American Cyclists, and the design of the Proposed Project shall incorporate improvements as may be reasonably required for the Center, as modified by the Proposed Project, to be recertified as a "Bike Friendly Business" by the League of American Cyclists as part of the biennial recertification process. The Straz shall obtain all applicable permits, prior to recertification as a "Bike Friendly Business".

V. Compliance and Enforcement.

- A. <u>Evidence of Compliance with Community Benefit Elements and Monitoring Requirements.</u> The Straz shall submit the following information to the City to evidence its compliance with the different elements of the Community Benefits listed in Section IV above, and the City shall review and monitor the information submitted by or on behalf of the Straz for compliance as follows:
 - 1. <u>Design Element.</u> At or prior to issuance of final building permits for the Proposed Project by the City, the Straz will provide the City's Administrator of Development and Economic Opportunity with evidence of compliance with the Design Element of the Community Benefits described in Sub-Section IV.A. above. If the City's Administrator of Development and Economic Opportunity finds any failure or deficiencies in the information provided by the Straz, then she will notify the Straz in writing and specify any deficiencies in the design of the Proposed Project. The Straz and the City's Administrator of Development and Economic Opportunity will thereafter mutually agree on design changes that should be made in the Proposed Project prior to its completion to ensure compliance with the Design Element of the Community Benefits.
 - 2. Construction Element and EBO Element. The Straz, either directly or by and through its general contractor, shall submit to the City all reports, plans, MOTs or other information required in connection with both the Construction Element of the Community Benefits and the EBO Element of the Community Benefits as detailed in Sub-Sections IV.B. and IV.C. above when due pursuant to the terms of this Agreement or City Code, whichever is more stringent. These reports, plans, MOTs or other required information shall be provided to the City on forms or in a format as may be required by the City.
 - 3. <u>Martinez Naming Element.</u> The Straz and the City shall have agreed on a public space within the Center or on a portion of the Premises leased to the Straz for naming in honor of Governor Martinez as provided in Sub-Section IV.D. prior to the issuance of a Certificate of Occupancy.
 - 4. Monitoring Reports Design, Construction, EBO and Martinez Naming Elements.

 The Straz shall provide written monitoring reports to the City to evidence the

Straz's compliance with the Design, Construction, EBO and Martinez Naming Elements of the Community Benefits described in Sub-Sections IV.A., B., C., and D., above, on at least a quarterly basis until completion of the Proposed Project as evidenced by the issuance of a Certificate of Occupancy or Completion by the City. Said monitoring reports shall be in a form required by the City and shall contain such information and include such back-up information as may be reasonably required by the City.

- 5. Post-Construction Element. The Straz shall submit an annual monitoring report detailing its compliance with the Post-Construction Element of the Community Benefits as described in Sub-Section IV.E., above, commencing one (1) year after the issuance of the Certificate of Occupancy or Completion for the Proposed Project by the City, and thereafter each year for ten (10) consecutive years. Said monitoring report shall be submitted on or before the annual anniversary date of the issuance of the Certificate of Occupancy or Completion for the Proposed Project by the City. This monitoring report shall be in a form as may reasonably be required by the City to confirm the Straz's compliance with the Post-Construction Element of Community Benefits identified in Sub-Section IV.E., above. In addition, said reports and all back-up information supporting said reports shall be subject to audit and inspection by the City.
- B. Event of Default and Enforcement. In the event that the Straz fails to timely provide such written reports or fails to provide any of the Community Benefits described in Section IV above, such failure shall constitute an event of default under this Agreement, whereupon the City shall have all rights and remedies available to it under the Agreement or at law or in equity in case of such a default. In addition, the City may, at its discretion, notify the CRA of the event of default, and the Straz agrees that the CRA may thereafter withhold further funding of the grant from the CRA as provided under the CRA/Straz Construction and Funding Agreement until the default under this Agreement is cured by the Straz. Further, the Straz agrees that if the CRA withholds such funding until the event of default is cured by the Straz, the same does not and will not constitute a default by the CRA under the CRA/Straz Construction and Funding Agreement.

VI. <u>Audit.</u> The City shall have access to, and the right to audit, examine, or reproduce, the financial books and records of the Straz related to the required Community Benefits described in Section IV of this CBA. The Straz must retain all such records for a minimum period of six (6) years from completion of the Proposed Project, or for such longer period of time as required by federal or state law or in connection with the completion of any audit in progress. The Straz must keep all financial records in a manner consistent with generally accepted accounting principles. Access must be provided to the City or its agents during normal business hours to review the requested records no later than ten (10) calendar days after the written request is made by the City or its authorized representative. Construction contracts related to the required Community Benefits described in Section IV shall also include the

same right to audit the records of the general contractor engaged by Straz in connection with the Proposed Project in favor of the City.

VII. Miscellaneous Provisions. The City and the Straz also agree as follows:

- A. <u>Successors and Assigns</u>. The terms contained in this Agreement shall bind and inure to the benefit of each party hereto, and its respective successors and assigns. However, the Straz may not assign this Agreement without the prior written consent of the City, which consent may be withheld or denied by the City, at the City's sole and absolute discretion.
- B. Notices. All notices or other communications required or permitted to be given pursuant to the provisions of this Agreement shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person to the intended addressee, or by prepaid facsimile or email so long as evidence of receipt by facsimile or email is provided. Notice so mailed shall be effective upon its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be as set forth above, provided however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party(ies) in the manner set forth above.
- C. <u>Severability</u>. If any term, provision or condition contained in this Agreement shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision and condition to this Agreement shall be valid and enforceable provided that the severed term, provision or condition does not materially affect the delivery of the Community Benefits described in Section IV of this Agreement.
- D. <u>Applicable Law, Interpretation and Venue</u>. The laws of the State of Florida shall govern the validity, performance and enforcement of this Agreement. This Agreement shall not be deemed to have been prepared by the City or the Straz, but by all parties hereto. Venue for any action related to this Agreement shall be in Hillsborough County, Florida.
- E. <u>Captions</u>. The section headings and captions of this Agreement are for the convenience and reference of the parties and in no way define, limit, or describe the scope or intent of this Agreement or any part thereof.
- F. <u>Complete Agreement; Amendments; Effective Date.</u> This Agreement, and all the terms and provisions contained herein, and the other agreements and documents

referred to herein, constitute the full and complete agreement among the parties hereto with respect to the subject matter hereof and supersede and control over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. This Agreement cannot be amended or revised except by written consent of the parties. This Agreement shall be deemed effective as of the Effective Date first set forth above.

- G. <u>Attorneys' Fees and Costs</u>. In the event of any dispute regarding this Agreement, the prevailing party in any litigation shall be entitled to receive from the non- prevailing party all costs and expenses incurred by the prevailing party, including reasonable attorneys' fees. Each party shall have all remedies available at law and in equity including the right to seek and obtain injunctive relief.
- H. <u>Cooperation</u>. The parties hereto agree to cooperate fully in the execution of any documents or performance in any way which may be reasonably necessary to carry out the purposes of this Agreement and to effectuate the intent of the parties hereto.
- I. Public Records. In accordance with Section 119.0701, Florida Statutes, the Straz shall:
 - Keep and maintain public records required by the City to perform the Community Benefits;
 - Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for (i) the duration of the term of this Agreement and (ii) following completion of its obligations under the terms of this Agreement if the Straz does not transfer the records to the public agency; and
 - 4. Upon completion of its obligations under the terms of this Agreement, transfer, at no cost, to the City all public records in its possession or keep and maintain public records required by the City to perform the service. If the Straz transfers all public records to the City upon completion of its obligations under the terms of this Agreement, it shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Straz keeps and maintains public records upon completion of its obligations under the terms of this Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE STRAZ HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE STRAZ'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (813) 274-8397, CITYCLERKSTAFF@TAMPAGOV.NET, OFFICE OF THE CITY CLERK, 315 EAST KENNEDY BLVD., 3RD FLOOR, TAMPA, FLORIDA 33602.

J. Compliance with Applicable Laws and Regulations.

- 1. This Agreement shall require that the Straz make a good faith effort to comply with the City's Equal Business Opportunity Program ordinances and policies including the City's women and minority business enterprise program and small local business enterprise program (the "City's EBO Ordinance Programs") in connection with the construction of the Proposed Project (both horizontal infrastructure and vertical improvements). The Straz or its contractor shall provide the City with reports as required in the Agreement in a form approved by the City regarding its good faith efforts to comply with City's EBO Ordinance Programs.
- 2. Pursuant to the City's Ethics Code, the Straz acknowledges and agrees that no officer or employee of the City, nor any member of their immediate family or close personal relation, either individually or through any firm of which they are a member, or through any corporation of which they are a stockholder, or through any business entity of which they have a controlling financial interest, shall receive any substantial benefit or profit out of this Agreement, or have any direct or indirect financial interest in effecting this Agreement.
- Nothing in this Agreement shall be construed or interpreted as exempting the Straz and/or the Proposed Project from compliance with any applicable laws, ordinances, rules and regulations.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

ATTEST:

CITY OF TAMPA, FLORIDA

The execution of this document

was authorized by Resolution No. 2005 - 296

Morris Massey, Deputy City Attorney

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28 day of april, 2025, by Jane Castor as the Mayor of City of Tampa, Florida, a Florida municipal corporation, on behalf of said City, and she is personally known to me.

Signature of Notary

Notary Public State of Florida Conchl I Tilton My Commission HH 148860 Expires 09/06/2025

Name of Notary (type or print)

NOTARY PUBLIC

State of Florida at Large

Serial Number: ## 148860

TAMPA BAY PERFORMING ARTS CENTER, INC., a Florida not for profit corporation,

Name: Gregory Holland Title: President & CEO

STATE OF FLORIDA **COUNTY OF HILLSBOROUGH**

edas ider	ntification.
	May C. Dillow
	Signature of Notary
	MARY C. Dillow
MARY C. DILLON Notary Public - State of Florida	Name of Notary (type or print) NOTARY PUBLIC
Commission # HH 430191 My Comm. Expires Aug 6, 2027	
my comm. Expres Aug 0, 2027	State of Florida at Large
	Serial Number: H# 430191
	My Commission Expires:

TAMPA BAY PERFORMING ARTS CENTER FOUNDATION, INC., a Florida not for profit corporation,

Name: Jack Kirkland Title: Chairman

STATE OF FLORIDA **COUNTY OF HILLSBOROUGH**

2025, by Jack I	Kirkland, as the Chairman profit corporation, on be	acknowledged before me this at day of fine , no of Tampa Bay Performing Arts Center Foundation, Inc., a shalf of said corporation. He is personally known to me or entification.
	MARY C. DILLON Notary Public - State of Florida Commission # HH 430191 My Comm. Expires Aug 6, 2027	Signature of Notary MARY C. D. How Name of Notary (type or print) NOTARY PUBLIC State of Florida at Large Serial Number: HH 430191 My Commission Expires:

EXHIBIT A

Legal Description of the Existing Performing Arts Center

COMPOSITE EXHIBIT "A"

LEGAL DESCRIPTION (STRAZ LEASE AREA):

PARCELS 8 AND 10A OF RIVERFRONT SUBDIVISION EAST, AS PER MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 42 ON PAGE 56 OF THE PUBLIC RECORDS OF HILLSBORGUGH COUNTY, FLORIDA AND PORTIONS OF THE LAND LYING BETWEEN THE COMBINED PIERHEAD AND BULKHEAD LINE AND THE CONCRETE BULKHEAD LINE PERMIT # SAJSP 66-251, LYING ADJACENT TO PARCEL 10A AND DOYLE CARLTON DRIVE ALSO SHOWN IN SAID RIVERFRONT SUBDIVISION EAST, AS PER MAP OR PLAT THEREOF CARLTON DRIVE ALSO SHOWN IN SAID RIVERFRONT SUBDIVISION EAST, AS PER MAP OR PLAT THEREO AS RECORDED IN PLAT BOCK 42 ON PAGE 56 OF THE PUBLIC RECORDS OF HILLSBORGUGH COUNTY, FLORIDA AND THOSE VACATED PORTIONS OF PUBLIC RIGHTS OF WAY OF DOYLE CARLTON DRIVE, FORTUNE STREET AND TYLER STREET VACATED BY CITY OF TAMPA, FLORIDA, ORDINANCE NO. 8443-A PASSED ON DECEMBER 28TH, 1883, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF INTERSECTION OF THE CURVED RIGHT-OF-WAY AT THE SOUTHEAST CORNER OF PARCEL 8, RIVERFRONT SUBDIVISION EAST PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 42, PAGE 56 OF THE PUBLIC RECORDS OF HILLSBORDUGH COUNTY, FLORIDA, SAID POINT BEING AN INTERSECTION OF THE PUBLIC NECORDS OF HILLSBURGUIGH COUNTY, FLORIDA, SAID POINT BEING AN INTERSECTION OF THE PROLONGATIONS OF THE NORTHERLY RIGHT-OF-WAY LINE OF ASHLEY DRIVE, AND RUN THENCE SOUTH 69"04" 12" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND THE EASTERLY PROLONGATION THEREOF, 430.38 FEET TO THE POINT OF CURYATURE OF SAID NORTHERLY RIGHT-OF-WAY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY, SOUTH 69" 04" 12" WEST, ALONG A PROLONGATION OF THE PREVIOUS COURSE, 11.98 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF A LINE BEING 50.00 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY FACE OF AN EXISTING MASONRY BUILDING; THENCE CONTINUE ALONG A PROLONGATION OF THE PREVIOUS COURSE, SOUTH 69"04"12" WEST, 188.00 FEET TO A POINT OF INTERSECTION WITH A LINE BEING 238.00 WESTERLY OF AND PARALLEL WITH SAID FACE OF AN EXISTING MASONRY BUILDING; THENCE NORTH 21°00'03" WEST, ALONG BAID PARALLEL LINE, 109.11 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF TYLER STREET AS ESTABLISHED BY CITY OF TAMPA ORDINANCE NO. 8443-A, AS RECORDED IN OFFICIAL RECORD BOOK 4264, PAGE 867, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE SOUTH 36°38'38' WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF TYLER STREET, 71.83 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 35°38'38' WEST ALONG SAID LINE, A DISTANCE OF 6.02 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 188.00 FEET; THENCE 71.88 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 21°50'48", AND A CHORD OF 71.25 FEET WHICH BEARS SOUTH 67°08'58" WEST TO A POINT ON THE EASTERLY PROJECTION OF THE SOUTHERLY BOUNDARY OF PARCEL 10A OF SAID RIVERFRONT SUBDIVISION EAST; THENCE ALONG SAID LINE AND ITS WESTERLY PROLONGATION NORTH 86°24'11" WEST, A DISTANCE OF 134.50 FEET TO A POINT ON THE CONCRETE BULKHEAD LINE PERMIT # SAISP 68-251 AS SHOWN IN SAID RIVERFRONT SUBDIVISION EAST; THENCE ALONG SAID CONCRETE BULKHEAD LINE PERMIT # SAISP 68-251 THE FOLLOWING 4 CALLS, 1) THENCE NORTH 31°33'00" WEST, A DISTANCE OF 187.85 FEET; 2) THENCE NORTH 21°16'26" WEST, A DISTANCE OF 218.64 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET AND A CENTRAL ANGLE OF 32°48'26"; 3) THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 400.81 FEET, HAVING A CHORD OF 395.36 FEET, WHICH BEARS NORTH 04°52°14° WEST TO A POINT LYING ON THE EASTERLY COMBINED PIERHEAD AND BULKHEAD LINE AS SHOWN IN SAID RIVERFRONT SUBDIVISION EAST; 4) THENCE NORTH 11°31°59° EAST, A DISTANCE OF 188.18 FEET TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF DOYLE CARLTON DRIVE AS SHOWN ON SAID RIVERFRONT SUBDIVISION EAST; THENCE SOUTH 78°28'01" EAST, A DISTANCE OF 30.00 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 125.00 FEET; THENCE 198.35 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 80'00'00", AND A CHORD OF 176.78 FEET WHICH BEARS SOUTH 33"28"01" EAST TO A POINT LYING ON THE WESTERLY PROLONGATION OF THE NORTHERLY SOUTH 35"2801" EAST TO A POINT LYING ON THE WESTERLY PROLONGATION OF THE NORTHERLY SOUTH 78"28"01" EAST ALONG SAID LINE, A DISTANCE OF 255.75 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 57*17*17*; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 49.98 FEET, HAVING A CHORD OF 47.94 FEET, WHICH BEARS SOUTH 48*49*22* EAST; THENCE ALONG THE EASTERLY BOUNDARY OF SAID PARCEL 8 AND ITS SOUTHERLY PROJECTION SOUTH 21*10*44* EAST, A DISTANCE OF 402.12 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY PROLONGATION OF A LINE BEING 4.09 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY FACE OF SUPPORT COLUMNS OF A COVERED WALKWAY SERVING AS ACCESS TO THE STRAZ CENTER; THENCE ALONG SAID LINE SOUTH 68°50'07" WEST, A DISTANCE OF 280.54 FEET; THENCE SOUTH 21°00'03" EAST, A DISTANCE OF 218.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 328,807 SQUARE FEET OR 7.6607 ACRES, MORE OR LESS

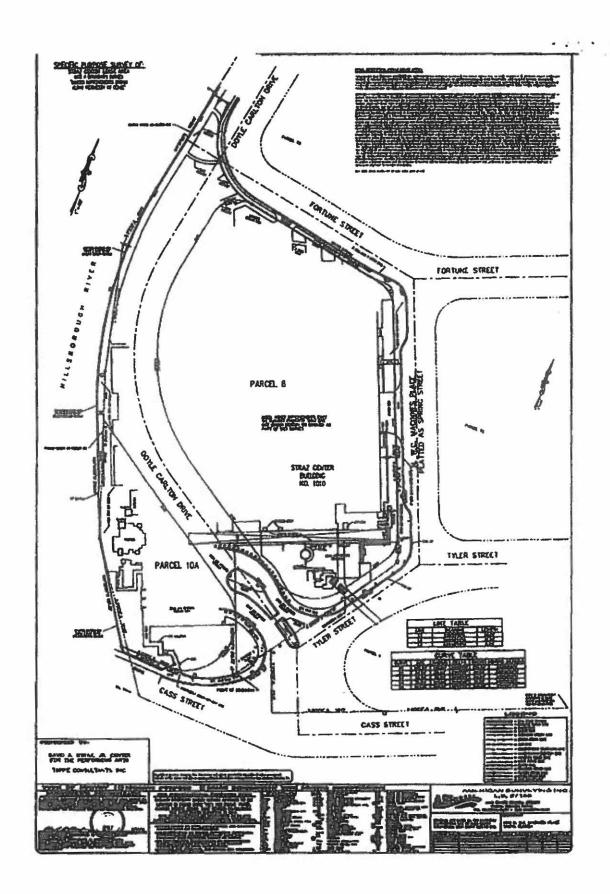
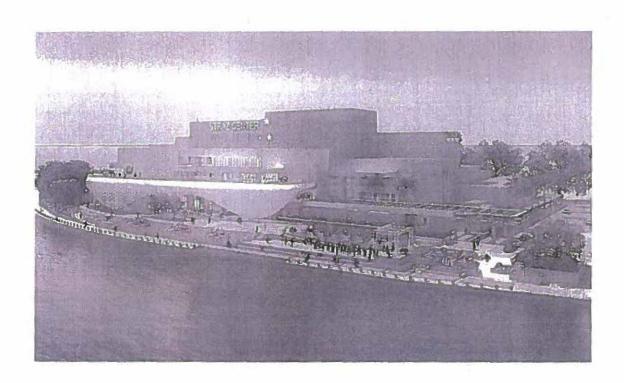


EXHIBIT B

Community Benefit Impact Report and Summary of Community Meetings



COMMUNITY BENEFIT AGREEMENT SUMMARY OF COMMUNITY ENGAGEMENT FEEDBACK AUGUST, 2024



STRAZ CENTER FOR THE PERFORMING ARTS





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Public Meeting Flyer representation

Public Meeting Presentation

Public Meeting News Releases

Public Meeting Survey

Public Meeting Survey Results

Creative Contractors Equal Business and Opportunity Program compliance letter

Community Partnership List FY24/25

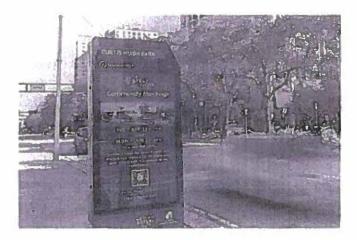
On January 21, 2021, the Straz Center made a presentation regarding an expansion and renovation project to the City's Community Redevelopment Agency ("CRA"). The Straz Center requested that the CRA provide \$25 million from the Downtown Community Redevelopment Area Tax Increment Funds ("TIF") over 5-years. The City CRA Board adopted a motion requesting that the CRA staff explore the potential of providing financial assistance to the Straz Center in connection with the construction of this project.

On October 14, 2021, the CRA approved this request. Included with this contract are required conditions precedent. One of which is the creation of a Community Benefit Agreement ("CBA"). This document provides information as requested to fulfill the CBA.

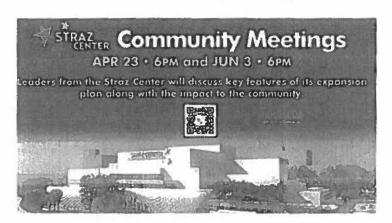
Community Meeting 1

Marketing and Outreach:

- A community meeting information website was created: https://www.strazcenter.org/events/2324-season/voices-of-the-community/community-meetings/
- Survey with QR code and active link available on the information page.
- Rotated the message on outdoor and indoor kiosk at Straz Center's campus continuously from 3/25/2024 through 6/03/2024
- Rented 5 IKE with Downtown adding 5 additional for free to advertise the meeting to the downtown area = 10 total IKE rotating notices
 - o Ran 3/25/2024 4/21/2024



 Distributed 500 Community Meeting Rack cards to businesses and apartment buildings within a .5 mile radius of the Straz Center. Examples of locations: Uptown Tampa Diner, Duckweed Urban Grocery, Taps, Kia Bar and Grille, Peterborough Chocolatier, Element, Street Crust Artisan Cookery, Ulele, Tampa River Center, The Barrymore Hotel.





- Press Release sent out to media contacts and community calendars. Picked up by:
 - ABC Action News
 - o Fox

- o Bay News 9
- o Channel 8 On Your Side included interview with Greg Holland
- o Your Tampa Kind of News (ran in the April edition)

Meeting Attendance and Format

Held April 23, 2023 at 6pm, ending at 8pm

- Location: Ferguson Hall Lobby at Straz Center
- · Free parking on the Arrival Plaza, which was advertised
- Presentation by Greg Holland, President and CEO of the Straz Center via Power Point
- Available for questions and present: John Toppe, Architect, serving as the Owners Representative, Lorrin Shepard, COO, Straz Center
- Attendance: 11 community members attended.
 - o 5 questions asked (see Appendix)
 - o 2 registered online (see Appendix)

Public Input conclusion: Not enough data or attendance to support evaluation.

Results: The Straz Center asked the CRA staff if the Tampa Theater, Tampa Museum of Art, and Straz Center hold a combined information and community impact meeting. This would capitalize on all three organizations' marketing to their donors, with the expectation that the attendance would increase. The next Straz Center meeting of June 3rd was decided to be used for this purpose. The CRA staff agreed to this. The caveat that each organization had their own specific presentation, and ability for audience members to discuss any questions directly with the staff at each representative art agency. This was accomplished.

Community Meeting 2

Marketing and Outreach:

- A community meeting information website was updated: https://www.strazcenter.org/events/2324-season/voices-of-the-community/community-meetings/
- Survey with QR code and active link available on the information page and all marketing material
 and presentations. It was also available in paper copy at the meeting for those who preferred
 that version.
- Rotated the message on outdoor and indoor kiosk at Straz Center's campus continuously from 3/25/2024 through 6/03/2024.

- Rented 5 IKE with Downtown adding 5 additional for free to advertise the meeting to the downtown area = 10 total IKE rotating notices and included the Tampa Theater and Tampa Museum of Art logos to highlight the collaborative meeting.
 - Ran 2 weeks prior to the June 3rd meeting. Picture below.



- Press Release sent out to media contacts and community calendars. Picked up by:
 - o ABC Action News
 - o Fox, interview with Greg Holland at the June 3rd meeting
 - o Bay News 9
 - Channel 8 On Your Side included interview with Greg Holland
 - Your Tampa Kind of News (ran in the April edition)

Meeting Attendance and Format

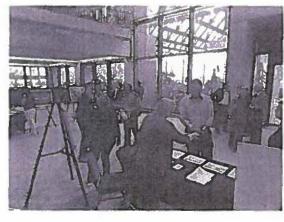
Held June 3rd at 6pm, ending at 8pm

- · Location: Ferguson Hall Lobby at Straz Center.
- · Free parking on the Arrival Plaza, which was advertised.
- Presentation by Greg Holland, President, and CEO of the Straz Center via Power Point.
- Presentation by John Bell, Tampa Theater via Power Point.
- Presentation by Bill Faucett, Tampa Museum of Art via Power Point.
- Individual questions were asked at each organization's table, with two foam board pictures for closer inspection.
- · Attendance: 21 community members signed in.
 - 34 community members registered online.

The in-person meeting had roughly 25 members in attendance, with 21 signing in. After the visual presentation of all three presentations, the attendees were invited to address their impressions and questions to the staff assembled from the three organizations.







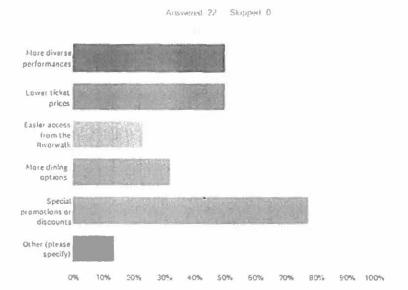


Following the visual presentation, attendees were asked to participate in a survey which included ample space for additional comments. Attendee comments were also recorded on site as they were asked during the presentation or in one-on-one conversations.

Public Input

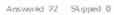
All of the results of the survey are included in the Appendix section of the summary. However, a few examples of the type of feedback received are shown in the three graphics below.

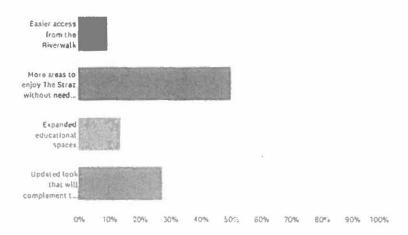
Q5 What would encourage you to attend more events at the Straz Center (select all that apply)?



ANSWER CHOICES	RESPONSES	
More diverse performances	50 00%	11
Lower ticket prices	50 00%	£1
Easier access from the Riverwalk	22.73%	5
More dining options	31 82%	7
Special promotions or discounts	77 27%	17
Other (please specify)	13 64%	3
Total Respondents 22		

Q6 What would you prefer to see renovated/expanded at the Straz Center that would improve your experience?

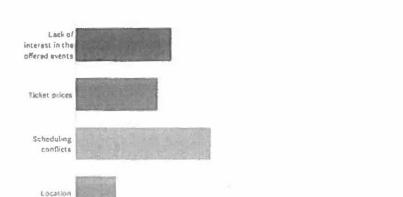




ANSWER CHOICES	RESPONSES	
Easier access from the Riverwalk	9 09%	2
More areas to enjoy The Straz without needing a ticket	50 00%	11
Expanded educational spaces	13 64%	3
Updated look that will complement the Riverwalk	27 27%	Б
TOTAL		22

Q3 If you don't attend, what are the main reasons? (select all that apply)

Answered 22 Skipped 0



ANSWER CHOICES	RESPONSES	
Lack of interest in the offered events	31 82%	7
Ticket pinces	27 2796	ti.
Scheduling conflicts	45 45%	10
Location	13 64%	3
Total Respondents: 22		

The following were additional responses under other:

Current venue looks worn and outdated especially the event tent.

Update to interior

Really need better access for those with mobility challenges or using walkers, etc

Parking

Decon7 sanitizer for clean, disinfected air

Easier access to parking and handicapped access

Parking

Community Benefits

Employment Related Benefits:

<u>Apprenticeships:</u> Creative Contractors will rely on its trade partners to implement such plans on the project. Many of Creative's skilled trade partners (electrical, mechanical/plumbing, steel, etc.) have company-sponsored apprenticeship programs which have been utilized on its projects. Oftentimes these are through the Associated Builders and Contractors Florida Gulf Coast Chapter (https://abcflgulf.org/). Creative will certainly also work with the CDC of East Tampa or other local organizations. During the bidding process Creative will ask for all subcontractors to submit information on their ability to have apprentices work on the project which will be part of the selection process.

SBE/MBE Participation: The Straz and Creative Contractors understand the importance of not only providing opportunities for diverse firms but also our combined role in driving dollars back into the community. To that end Creative developed a "Community Impact Report" that quantifies the involvement of MBE/WBE/VBE/SDVBE firms, tracking the jobs created and people employed by the trades involved with projects. Creative Contractors and the Straz are optimistic that together we can provide many opportunities to the MBE/WBE/SDVBE contractors, vendors and consultants for the Straz Center Master Plan Expansion Project. Creative will break-up bid packages to maximize opportunities for smaller contractors. Creative will draw on its own extensive database of diverse vendors established through 50 years working in the region along with Kenstruction Dynamics' network of diverse suppliers and subcontractors. Additionally, they will pull resources from agencies that have directories of diverse suppliers including Moffitt Cancer Center, University of South Florida, Hillsborough County School District, City of Tampa, and Hillsborough County.

Creative's minority construction partner, <u>Bakari Kennedy</u>, <u>President of Kenstruction Dynamics</u>, will conduct workshops (3 weeks in advance) and place advertisements (3 weeks in advance) to notify the MBE/WBE/VBE/SDVBE community of this project. Creative will discuss all the opportunities to be part of the Straz team, including small work packages and teaming up with other subcontractors.

Creative will also set up a plan for all non-MBE/WBE/VBE/SDVBE subcontractors to encourage participation and purchase material and services from the MBE/WBE/VBE/SDVBE vendors. Additionally, Creative will provide business assistance support (insurance and bonding) to help enable participation. Creative anticipates a 1st tier and 2nd tier spend with MBE/WBE/SDVBE percentage of 15%-20%.

<u>Apprenticeship Program:</u> Creative Contractors will rely on its trade partners to implement such plans on the project. Many of Creative's skilled trade partners (electrical, mechanical/plumbing, steel, etc.) have company-sponsored apprenticeship programs which have been utilized on its projects. Oftentimes these are through the Associated Builders and

Contractors Florida Gulf Coast Chapter (https://abcflgulf.org/). Creative will certainly also work with the CDC of East Tampa or other local organizations. During the bidding process Creative will ask for all subcontractors to submit information on their ability to have apprentices work on the project which will be part of the selection process.

Employ Local Residents for Job Opportunities: Creative Contractors is experienced in meeting local and minority goals. Creative anticipates that there will be between 60 and 180 workers on site daily. Overall, Creative estimates that the project will have a direct and indirect impact of 750 jobs.

Other Negotiated Benefits:

- Provide a responsible wage with benefits.
- Incorporate some green roof, LED lighting and sustainable materials and low VOC products which will reduce utility impact.
- · Improve building hardening for increased shelter protection.
- Expand the free Wifi for those enjoying the outdoor Straz Center area.
- Provide bike parking accessibility.

Other possible impacts:

- Temporary closure of streets during construction may impact small businesses owners and residents of adjacent apartment buildings.
 - o Good communication with impacted residents and businesses will help inform them of changes and estimate the length of time.
- The adjacent Arrival Plaza may be blocked at different times during construction, this will impact the Straz Center only. Otherwise, no parking impact is expected.
- Increased foot traffic to and around the Straz Center is expected and may have a
 positive impact on small businesses within a walking distance.

Strategic Plan Analysis

In 2022 the Straz Center engaged the services of Andrea Stevenson, from the Stevenson Wallace group to guide the organization through a new strategic plan, which is currently being implemented and fully actionable through 2028. Andi Stevenson is the founder of Stevenson Wallace LLC and a consultant, trainer, and speaker with 27 years of nonprofit sector experience. Andi has previously served as President of Community School of the Arts (Charlotte) and Vice President of the Kimmel Center for the Performing Arts (Philadelphia). Earlier, she worked in development for the Amon Carter Museum of American Art (Fort Worth) and in operations, sales and client service for the Nancy Lee and Perry R. Bass Performance Hall (Fort Worth) and the Dalias Center for the Performing Arts Foundation.

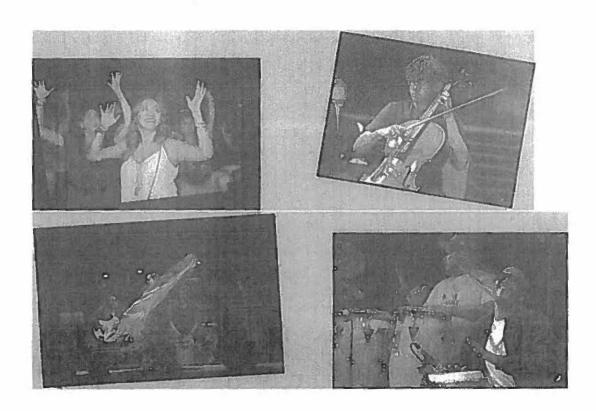
During FY2022-FY2023 multiple discussions with stakeholders occurred, both face to face and online. The following is a distilled representation of responses in areas that cross over the Master Plan.

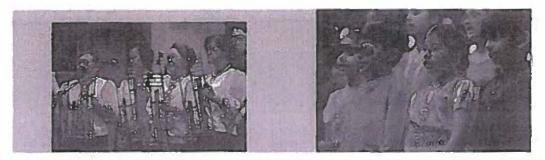
<u>Free Programming</u> was the #1 dominant theme around programming and in terms of what people wanted more of from the Center. Stakeholder research found extraordinary support for our current programming mix and a strong desire for the Straz Center to provide its excellent programming for more people by breaking down financial barriers.

MP impact: Expanding the veil area to incorporate more covered space looking toward the river. Including multiple areas of programming that are free and accessible to anyone. This includes:

- Military Family Nights Offering our military community opportunities to experience world-class artistry and touring performances each year at no cost. Market through:
 - J.A. Haley and Bay Pines VA hospitals
 - Valor Network
 - Blue Star Families
 - MacDill Air Force Base
- Veteran Civilian Arts Ensemble (VCAE) will expand with two full semesters of multidisciplinary arts instruction guided by experienced teaching artists at no charge in 2025.
- National Veterans Creative Arts Festival regional event host (free).
- School field trips consisting of 10 shows, grades K-8 through Hillsborough County School District.
- Community Partnerships with 50 organizations serving youth and adults (specific list included in the Appendix, last page). Providing:
 - 500+ Patel Conservatory scholarships, which will increase once the new 3-story education building is complete.
 - Free performance tickets.

- Free on-site performing art instruction.
- Free Wifi available outdoors.
- Free cultural events such as, but not limited to:
 - Arts Legacy Remix
 - Hispanic Heritage Celebration
 - Juneteenth Commemoration
 - A Journey Across India
 - Straz Jazz Project
 - A Journey Across India
 - o Mabuhay Fiesta- Filipino Culture
 - Celebrate MENA (Middle East and North Africa)
 - Voices of Our Community Town Hall Series





Playwright Elijah Seay and Straz Center artist in-residence Fred Johnson introduce Seay's "Time's Testimony," read by students from families flying in transitional housing at Metropolitan Ministries.



<u>Facility Upgrades and Master Plan</u> Stakeholder research found strong demand not just for facility expansion and more open and inviting public areas, but also upgrades to existing spaces that make the guest experience more comfortable. Patrons, staff and volunteers cited more dining options, lobby space, informal performance spaces, and unprogrammed gathering space as critical needs, in addition to regular ongoing maintenance upgrades.

<u>MP impact:</u> Increase community and patron space outward, toward the river. Increase interior and exterior bathroom availability, more dining options, and create unprogrammed gathering space inside and outside.

<u>Value of Education and Community Building</u> Donors selected education as the #1 theme for why they donated to the Straz Center. The Straz Center was seen in the research as a champion for accessible arts education and making lessons and instruction available in Tampa in a way that no one else does or can.

Education and Community Outreach was the dominant reason donors responded to the survey and supported the Straz Center.

MP impact: Increase education space by the construction of a new 3-story addition to the Patel Conservatory.

Scope of the Surveying and Information Gathering

STAKEHOLDER RESEARCH PROCESS



Core Themes Across Stakeholder Groups

CORE THEMES ACROSS STAKEHOLDER GROUPS

Celourlat carved figures of Instrumens

- * Extraordinary affirmation of The Straz's core operations and programming
- · Need to address the urban site challenge: parking, traffic, accessibility
- Strong praise for staff, volunteers and the welcoming environment they create
- Dominant theme among staff: living wages
- Desire for more free programming and activities for non-ticketed guests
- · Value of education and community-building as reasons for supporting The Straz
- Importance of facility upgrades and implementation of the Master Plan
- Challenge of attracting and appealing to next-generation audiences
- Requests to diversify the board and senior leadership team

Stakeholder Description of Straz Center Core Purpose

DESCRIBING THE CENTER'S CORE PURPOSE

(REPRESENTATIVE EXAMPLES)

"The Straz Center lifts the community by providing an inclusive environment where performances and arts education flourish."

"Entertain, educate, inspire and help Tampa create a sense of place."

"To inspire and educate through entertainment and the performing arts while bringing the community together."

"To keep the cits as a central experience for lumpo and the region and to remind the region that the arts still have an important place in the human experience."

"To help our communities appreciate the wonders of the performing arts and learn more about them, as well as participate in local events and expand their arts knowledge base."

Priorities and Needs Over The Next 2-3 Years

PRIORITIES AND NEEDS OVER THE NEXT 2-3 YEARS

Address parking challenges

Offer education programs in locations outside of downtown

Expand F&B options and accessibility

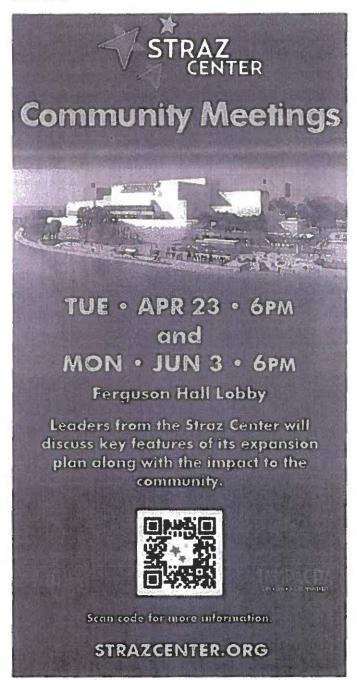
Activate the building during the day and for non-ticket-holders

Offer more concerts, live music and guest speakers

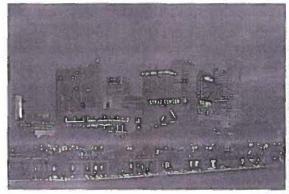
Build relationships and mentoring with grassroots arts groups

APPENDIX

Rack Card

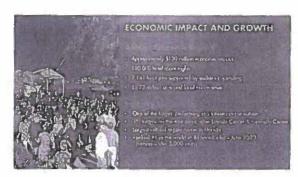


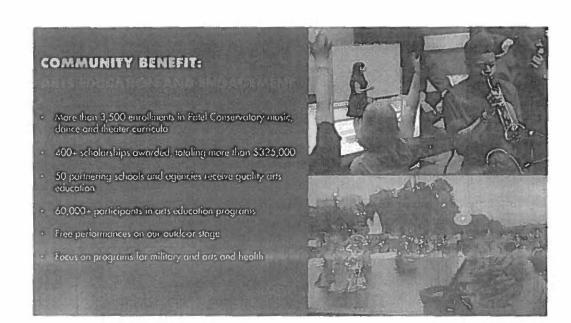
Community Meeting Presentation





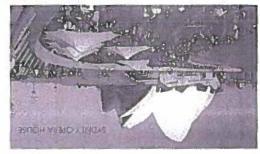






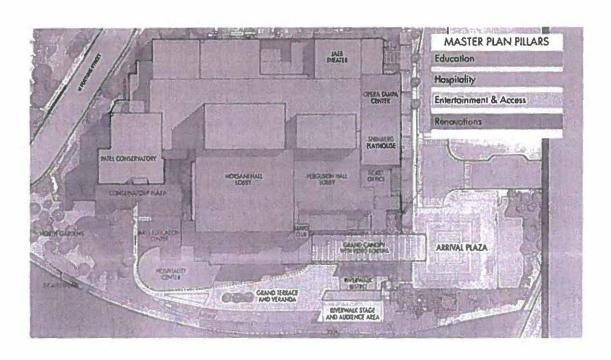


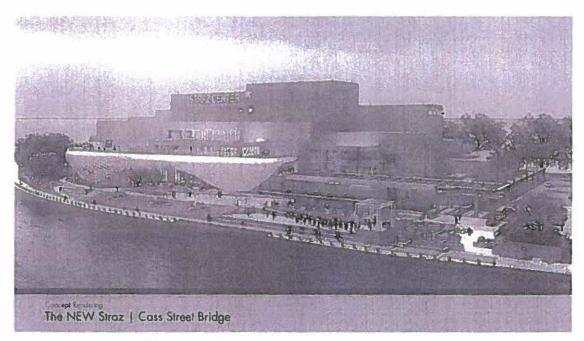


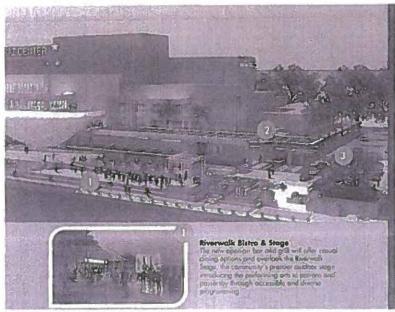










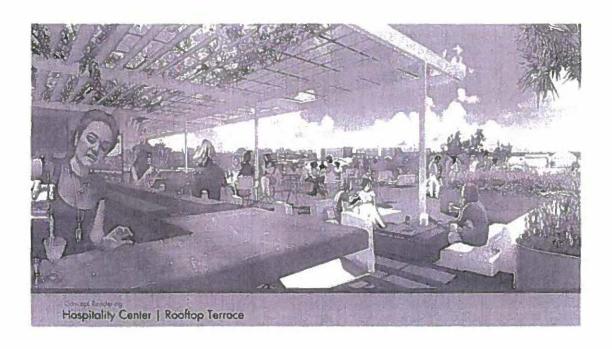


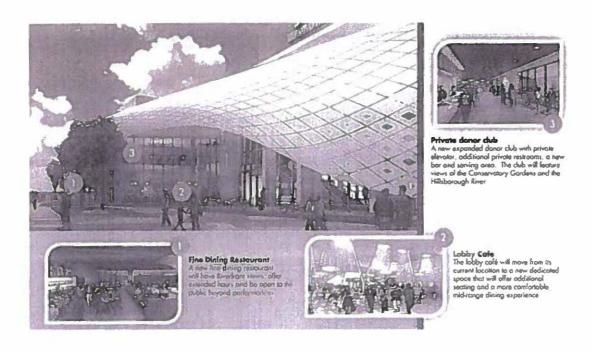


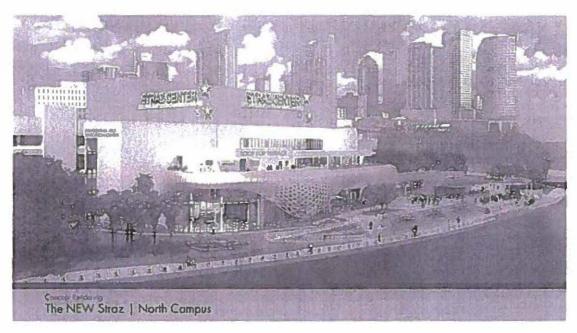
Grand Canopy
The Grand Canopy will feature new video acreens, velocining patrons to The Straz and cracing a vibrant "fires Square" feel A new filluminated architectural veil wraps the inventor

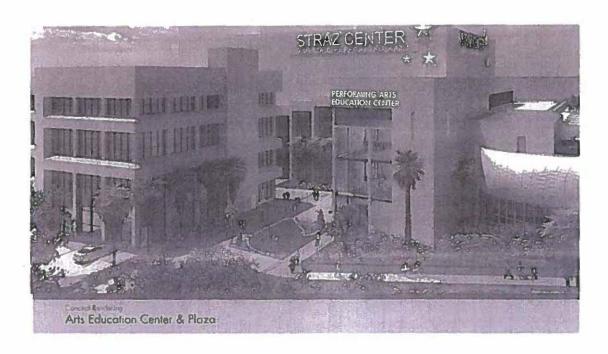


Arrived Place
The arrived place will be expanded for additional parking, assert traffic flow an newly renovated entrance to the Shoz Center

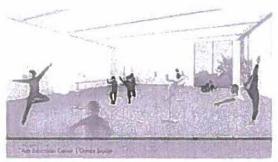




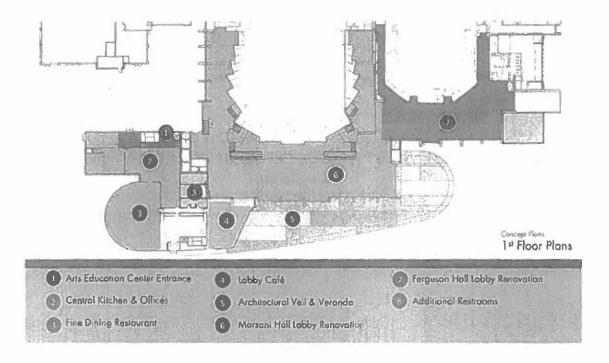


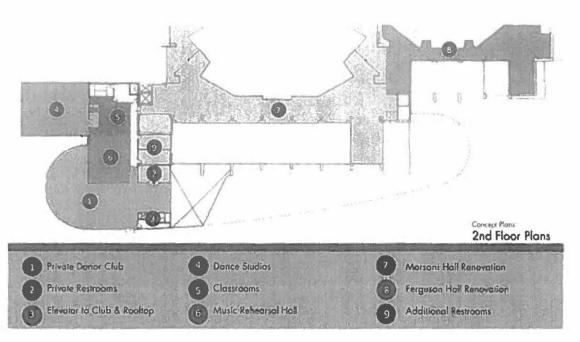


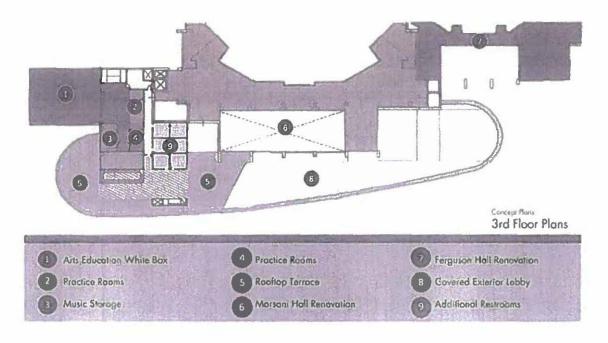








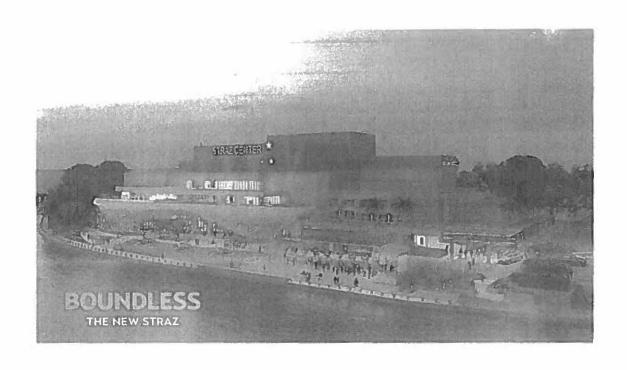






OUR BOUNDLESS POTENTIAL

- E-pand performance and event apportunities along our overfront
- Create new spaces for our innovative, nationally recognized arts education programs
- · Offer unequalled haspitality experiences
- · Welcome the entire community and the world to a vibrant cultural destination
- Transform the Straz Center and our community for a new generation



Verbal Audience questions from 4/23/2024 community meeting:

Q: Will the floor level of Morsani/Ferguson extend to the river?

A: Yes, the Grand Terrace will extend outward to the Riverwalk

Q: What does this mean to the Straz?

A: Expanding education outreach spaces by 30%; expect 20% expansion in first year.

Increasing service from 600,000 to 720,000 people annually.

Increasing jobs from 600 to 720 staff

Q; What is the total cost of the project

A: With CRA's \$25 million help, all construction and design costs will total \$80 million. However, our campaign in \$100 million – to include programs and endowment.

Q: How are you planning to continue services while construction is going on?

A: In planning, we carefully review our Sept — April season, to design, schedule and build core programs in the 5 theater spaces active 8 or 9 months during the year.

We can protect and shield theater entrances while construction happens. The Riverwalk stage will come down while construction is underway, but we are planning to keep performers working during construction by taking free performances that would normally be on the Riverwalk stage outward into the community – "Straz in the Streets"

Q: Regarding public access to the Riverwalk - how much of it will stay open during construction?

A: John Toppe (Architect and Owners Rep) agrees with Greg that the Riverwalk will stay open, although there may be brief periods when small sections must be detoured during construction.



MEDIA ADVISORY

FOR RELEASE: March 19, 2024

CONTACT: Paul Bilyeu - paul bilyeu@strazcenter org, 813-222-1050 or Natasha Brown - natasha brown@strazcenter.org, 813-222-1059

Straz Center Holds Community Meetings on proposed Master Plan

:OHW

Straz Center for the Performing Arts

WHAT:

Community Meetings

WHEN

Tuesday, April 23, 6-8 p.m. Monday, June 3, 6-8p m.

WHERE:

Ferguson Hall at the Straz Center

DETAILS: The Straz Center will hold two community meetings to share updates on the proposed Master Plan. Leaders from the performing arts center will discuss key features of the project along with its community impact. This will be an opportunity to provide feedback and explore areas of common interest in an open community forum.

> Straz Center President and CEO Greg Holland will be on hand at both meetings to present an overview of the Master Plan and to answer questions from community members.

The is a free event. Parking will be available at no charge on the Arrival Plaza on a first-come, first-served basis.

For more information and for access to a community survey on the project, visit https://www.strazcenter.org/community-impact/community-meetings/

For more information about the Straz Center for the Performing Arts and its upcoming events, visit www.strazcenter.org

Events, days, dates, times, performers and prices are rubject to change without notice

FW. Your Tampa Kind of News 77 April 2024



Learn about the Siraz Center Expension



Receive an update on the Staz Center's expension plan and how its proposed ktester Plan well impact the community. The first meeting takes place on Tuesday, April 23 tedowed by a second meeting on Monday, June 3. Buth meetings will begin as 6 p.m. at the Strax Center.



- https://baynews9.com/fl/tampa/news/2024/06/03/straz-center-expansion-meeting-scheduled-for-today

https://www.abcactionnews.com/news/local-news/upcoming-community-meeting-to-discuss-expansion-of-the-straz-center-for-the-performing-arts

https://www.fox13news.com/video/1465522

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November 9, 2021

Mr. Lorrin Shepard, Chief Operating Officer David A. Straz, Jr. Center for the Performing Arts 1010 North W.C. Macinnes Place Tampa, FL 33601-0518

Dear Mr. Shepard,

We have throughly reviewed and understand the City of Tampa's Equal Business and Opportunity Program (City Code of Ordinances Chapter 26.5). We will comply with all requirements of the program in the bidding/procurement process and construction of the Master Plan Expansion Project.

Should you wish to discuss our approach to this further, let me know.

Sincerely,

Joshua Bomstein President

Dem Bourt -

cc: John Toppe Dionne Christian Donna McBride



2024-2025 Community Partners

Advanced

- Academy Prep Center of Tempa Bay
- · A Kids Place
- · Firehouse Cultural Center, Inc.
- Metropolitan Ministries, Inc. & Patricia J Sultivan Elementery School
- Pepin Academy
- St Joseph Cetholic School
- . St. Peter Claver Catholic School

Intermediate

- . Ben Hill Middle School
- · Champions for Children; Layla's House
- First Baptist Church of College Hill
- Flonde Institute for Community Studies (FICS)
- Gigi's Playhouse
- · Out of Zion.
- Remoelle K-8 Downtown Perinership School
 We Rock the Spectrum
 Woodbridge Elementary School

General

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 Alonso High School (NEW)

 Big Brüthers Big Sisters of Tampe Bay

 Brandon High School

 Buchanan Middle School (NEW)

- First Baptist Church of College Hill
- Gracepoint CAT Team
- Incamation Cetholic School (NEW) Life Enrichment Center
- **MacDonald Training Center**
- New Tempa Players (NEW) RCMA Wimauma/Leadership Academy
- Sulphur Springs YMCA
- Sunsiate Orchestral Program
- Tempa Housing Authority
 The Spotlight Industrie (NEW)

Affillate

- Hillel Academy
- Hillsborough County Department of Aging Services Molfitt Cencer Center Molfitt Healthy KIDZ Program
- Pasco County School District
- Positive Spin, Inc.
- University Area Community Development Corporation (UACDC)
 Weinberg Village Assisted Living
 Youth and Family Alternatives, Inc (NEW)

Professional Learning Community

Hillsborough County Public Schools - Magnet Office
Elementary Schools

- Muller Magnet Elementary School
- Philip Shore Magnet Elementary School Middle Schools

- Orange Grove Middle Magnet School
- Progress Village Middle Magnet School High Schools

- . Howard W. Blake High School
- Gibbs PCCA High School
- Seminole High School
- FAME Academy at River Ridge High School (NEW) Charter Schools

Manatee School for the Arts

Walton Academy for the Performing Arts Charter School