CITY OF WINTER PARK
COMMUNITY REDEVELOPMENT AGENCY BOARD

November 9th, 2009

City Hall, 401 Park Avenue South
Winter Park, FL 32789

1:30 PM

AGENDA

1. ADMINISTRATIVE ITEMS
   A. Approval of Minutes ------------------------August 10th, 2009

2. INFORMATIONAL ITEMS
   A. Project Budget Update

3. ACTION ITEMS
   A. Community Center Design Approval
   B. Park Ave Area Strategic Plan
   C. W. Morse Blvd. Streetscape (decorative lighting)
   D. Business Façade Program Funding
   E. Enzian Popcorn Flicks Grant Agreement
   F. Bridgebuilders Grant Agreement

4. NEW BUSINESS

5. ADJOURNMENT

“If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hear, 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 included 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 proceeds should contact the City Clerks Office (407-599-3277) at least 48 hours in advance of the meeting.”
CITY OF WINTER PARK
COMMUNITY REDEVELOPMENT AGENCY BOARD

ITEM (1A): Approval of August 10th Agency Board Minutes

DATE: November 9th, 2009

ADMINISTRATIVE ITEM X ACTION ITEM __ INFORMATION ITEM __

ACTION REQUESTED:
Approval of the minutes from the August 10th 2009 Board meeting as attached.

KEY ELEMENTS/FACTS IMPACTING DECISION: NA

ALTERNATIVES CONSIDERED: NA

BUDGET ALLOCATION: NA

STAFF RECOMMENDATION IS:
Approval of the minutes
COMMUNITY REDEVELOPMENT AGENCY
August 10, 2009

The meeting of the Community Redevelopment Agency was called to order by Mayor Kenneth Bradley at 2:00 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

Members present:  
Mayor Kenneth Bradley  
Commissioner Margie Bridges  
Commissioner Beth Dillaha  
Commissioner Phil Anderson  
Commissioner Karen Diebel  
Orange County Representative Stan Roberts

Also present:  
City Manager Randy Knight  
City Attorney Trippe Cheek  
Deputy City Clerk Nancy McLean

1. Administrative Items.

Motion made by Representative Roberts to approve the minutes of May 11, 2009; seconded by Commissioner Bridges. The motion carried unanimously with a 6-0 vote. Commissioner Diebel was absent.

2. Action Items.

A. Holiday Ice Rink in Central Park.

CRA Director Sherry Gutch explained that in cooperation with the Parks Department the CRA is proposing to use the remaining surplus cash reserves for FY 2009 to fund the temporary installation of an ice rink in the Central Business District. This would be a functioning rink that would serve as a great holiday draw for residents and tourists. She commented that other municipalities have tried this in recent years with great success. Staff is requesting that the CRA forward fund this project with the anticipation of making up all or most of the cost in ticket sales and sponsorships. The cost of the project covers the operation and ticket sales of the ice rink.

Initially staff was recommending the southwest corner of Morse and Park Avenue. However, there are some issues with this location so they are in the process of working on that and the Parks and Recreation recommendation will come before the Commission at the August 24 meeting. She commented that the West Meadow already has scheduled events and we need to work on determining if they can be moved or made part of the skating rink. She added that it will open for business on November 20 through January 2 and the use of the rink will be scheduled to coincide with special events such as the Tree Lighting, Santa and the parade as well as other events specifically for the rink. Skating will be $10 per person including skates and a wristband that will be issued after a waiver of liability is signed. The skater may skate as long as they wish for that day and the rink will be operated and managed by the company, Magic Ice USA.

Ms. Gutch stated that this will allow us to host many family friendly and resident oriented events that draw people to the Avenue and support our businesses during the Holiday shopping season. The skating rink is reminiscent of a small village and helps to set Winter Park apart from other town centers where families choose to do their holiday shopping.
She explained that this item is consistent with Goal number 6 of the CRA Strategic plan. Assignment of the $120,000 will cover the CRA's compliance with the statute regarding the allocation of all available cash reserves by the end of each fiscal year. Staff recommends approval of budget allocation of $120,000 out of this current fiscal year cash reserves. Ms. Gutch answered questions.

**Motion made by Representative Roberts to approve the allocation of $120,000 out of this current fiscal year cash reserves; seconded by Commissioner Anderson.** Commissioner Dillaha commented that she supported the idea, but her vote would be contingent on the location of the ice rink. **Representative Roberts clarified his motion that it would be providing that they are able to get the site on the West Meadow; seconded by Commissioner Anderson.** City Manager Knight mentioned that the "Battle of the Bands" will have to move back to the east side of the railroad tracks.

Kenneth Murrah, 1601 Legion Drive, expressed that he was delighted about the consideration of the ice rink location.

Julie Von Weller, Co-owner of Thread, commented that this was important to the merchants and they were excited to help promote the marketing aspect to bring people to the ice rink.

Kevin Coulhart, unknown address, believed that the ice rink was a great idea and urged the Commission to vote yes.

John Tongue, Co-owner of Bangz Park Hair Salon, 228 Park Avenue S., supported the ice rink and encouraged the Commission to support it.

Patrick Chapin, Chamber of Commerce Chairperson, commented that the Chamber will help to promote and advertise the ice rink.

Commissioner Bridges commented that this was not cleared with the Morse and Genius Foundations, but hoped that there will be better ground work next year. She added that the West Meadow will be an ideal location and supported the ice rink. Commissioner Anderson agreed it is a great idea. **The motion carried unanimously with a 6-0 vote.**

**B. Morse Boulevard Streetscape.**

CRA Director Sherry Gutch commented that this streetscape would be from Morse Boulevard from Park Avenue to Interlachen Avenue and is one of the few viable commercial shopping districts off of Park Avenue with a significant number of storefronts. She stated that it is situated on the historic main entryway to Winter Park and with high visibility from the Amtrak rail stop and over 40,000 annual visitors to the Scenic Boat Tour; Morse Boulevard is an important commercial feature of the Central Business District.

She stated that along Orange, New England, Pennsylvania, New England, and Webster the City has systematically upgraded streetscapes to include a removal of overhead wiring, installation of wider pedestrian friendly sidewalks, improved landscaping, improvements to traffic safety, and decorative lighting. The proposed streetscape for Morse Boulevard will include all these standard improvements in addition to the creation of a piazza-like area at the westernmost median to encourage pedestrian access, slow traffic and create an elegant seating area for visitors and residents to enjoy the beautiful downtown.
She explained that if this project is approved staff will start the public process of soliciting input from the affected stakeholders. Work is estimated to begin late spring of next year after the art festival. Consideration was given to performing a special assessment to raise funds but the impact on individual properties was considered too great, especially in this economy, for the amount of funding that could reasonably be expected to be raised. In addition, with the exception of Park Avenue and partial funding of Orange Avenue, the CRA has paid 100% of the streetscape costs.

Ms. Gutch stated that this is a part of the CRA plan and CRA strategic plan. The estimated cost to complete the project is $750,000 and will be paid out of cash reserves for FY 2009. Allocation of this funding to a project is necessary to meet CRA statutes regarding cash reserves. Staff recommendation is approval of the project and allocation of $750,000 for FY 2009. Ms. Gutch answered questions.

**Motion made by Commissioner Anderson to approve the project and allocation of $750,000 for FY 2009; seconded by Commissioner Bridges.** Commissioner Dillaha asked about the price and what it entails. Joe Serrano, Public Works Department responded and answered questions. Commissioner Anderson commented that as a matter of disclosure he is a sub-tenant in one of the buildings on Morse Boulevard. Attorney Cheek stated there seemed to be no direct or indirect benefit to Commissioner Anderson from this vote. The motion carried unanimously with a 6-0 vote.

### C. FY 2010 Budget

Assistant CRA Director Peter Moore explained that fiscal year 2009–2010 is almost complete and staff expects the actual budget figures for FY 2009 to be below original estimates. As discussed in previous board meetings, cost savings are primarily attributed to decreases in legal fees, social program costs, and a property tax saving on a parking garage contract. Overall for the current fiscal year, operational expenditures rose 6.8% while revenues rose 11.1%.

As expected FY 2010 is a difficult budget year. The decline in the real estate market has reduced tax valuations and as the CRA is funded entirely by property taxes this reduces funding available for projects. The tax base declines were not as steep as expected and that staff is proposing budget cuts that will partially mitigate the loss to the operational budget’s bottom line.

The following is a table of the anticipated FY 2009 actual performance and estimated FY 2010 budget given that the budget is accepted as presented.

<table>
<thead>
<tr>
<th></th>
<th>FY 2009</th>
<th>FY 2010</th>
<th>Rate of Change</th>
</tr>
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<tbody>
<tr>
<td>Total Revenues</td>
<td>3,549,207</td>
<td>3,505,582</td>
<td>-1.2%</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>994,421</td>
<td>893,091</td>
<td>-10.2%</td>
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<tr>
<td>Total Debt</td>
<td>837,446</td>
<td>1,711,845</td>
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<tr>
<td>Project Funding</td>
<td>1,717,339</td>
<td>900,646</td>
<td>-47.6%</td>
</tr>
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- Note that these estimates differ slightly from the budget adopted by the CRA Advisory Board in June. This budget incorporates a bond of $9.5 million vs $9 million, and includes the addition of the Central Park Ice Rink as a breakeven cost. These changes were presented at their meeting on July 30th.
Revenues will decrease by approximately 1% ($43,625) given changes in the tax base and some assumptions regarding income earned on investments and the assumption that the Ice Rink venture will break even and receive at least $120,000 in revenues. Expenditures will decrease by 10.2% or a savings of $101,330. The largest expected change in the FY 2010 budget will come from the debt service paid on the proposed $9.5 million bond. This will add (depending upon interest rate) about $874,399 in additional debt service cost doubling our annual debt service payments to about $1.7 million. With all these changes in place we can expect to have an additional $900K in funds available for projects and future debt service (excluding revenues from misc sources and investment income, this number is closer to $500K).

**Staffing Changes:**
This current year many departments were asked to make layoffs and as a result we lost our department staff assistant. Additional layoffs also changed the pro-rata portions of salaries the CRA paid on behalf of the general fund thereby further reducing our staff costs. Overall, staffing costs for the CRA dropped by 8.9% or $47,000.

**Community Center Programming:**
At the beginning of fiscal year 2009 the Boys and Girls Club (BGC) of Central Florida were brought in to run youth programs at the Community Center. Prior to their involvement the CRA had provided $100K a year to supplement youth programs at the center through our Social Program Committee and the competitive grants we offered for providers to operate programs at the center. Many of the services offered to youth are duplicative of the programs offered by the BGC. As a result staff is proposing to end funding for youth programs by the CRA now that the need is being met by the BGC. Staff is now proposing to give $60K to the Parks Department to program the center. The need for adult and senior programs is still great and this allocation of funding will allow the Parks Department to program to meet this need.

CRA staff is proposing to remove the CRA from programming activities so that it may focus on its core goals as outlined in the Strategic Plan. The CRA saves approximately $59,000 while maintaining or even increasing the level of service offered to the community. Youth needs are being met by the BGC and additional programs will have $60K in dedicated funding. If this change is adopted, staff will work with the Parks Department to set up grant guidelines and reporting requirements much like is expected of all our funding partners.

**Funded Partners:**
Staff is proposing to fund at the usual allocations: Bridgebuilders $20,000, Heritage Center $40,000, Enzian $18,000, and Welbourne $7,000. Bridgebuilders and Enzian are on a calendar year reporting cycle. Their agreements will come before the Commission at the next CRA Agency meeting.

**Funding Available for Projects:**
Assuming that the CRA budget is approved as presented, there is approximately $900,000 in cash available for projects. The board has discussed a number of initiatives that have cost considerations that would need to come out of this project funding. The following is a list of projects that may need funding over this next fiscal year and an associated dollar cost if determined:
CRA AGENCY MEETING MINUTES  
AUGUST 10, 2009  
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<table>
<thead>
<tr>
<th>Program</th>
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<tbody>
<tr>
<td>Housing Rehab Program</td>
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</tr>
<tr>
<td>Business Façade Program</td>
<td>$100,000 (recommended now)</td>
</tr>
<tr>
<td>Park Avenue Economic Initiative</td>
<td>$100,000 - $150,000</td>
</tr>
<tr>
<td>Main Street Program</td>
<td>$70,000</td>
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<tr>
<td>UCF Incubator Program</td>
<td>$30,000</td>
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<tr>
<td>Business District Event Program</td>
<td>$10,000</td>
</tr>
<tr>
<td>Wayfinding</td>
<td>$100,000 - $150,000</td>
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</tbody>
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* Note that additional funding is available beyond the $900K if a new bond issue is considered.

Staff is proposing to fund the Business Façade Program and the Housing Rehab Program at $100,000 apiece and to leave the remaining project funds to be allocated as the year progresses and priority projects are identified. This will also ensure that the CRA is not overly committed in case of any surprises regarding expected investment revenues or the cost of debt service on the Community Center.

Overall, staff believes that there will be no change to the level of service offered to the community and that the CRA can comfortably handle a $9.5 million debt issue with project funding to spare. This budget was unanimously approved by the Advisory Board on June 25. (Note that the budget approved by the advisory board in June included a $9 million bond not the revised $9.5 figure. Additionally the Ice Rink proposal was not part of their approved budget but has since been approved by the Advisory Board.) Staff recommendation is approval of the FY 2010 Budget as submitted. Mr. Moore answered questions.

Representative Roberts commented that he sees the $500,000 budgeted for the State Office Building as a separate financial commitment. He believed that we should not be paying interest on that extra $500,000 and to have the money that they borrow exclusively for the Community Center. He wanted the $500,000 spent on the demolition but to get it from somewhere else. He stated that if we do not have it, it should not be done. Mr. Moore explained that the demolition of the State Office Building would be advantageous because they plan on using it as a staging site for redeveloping the Community Center.

Ms. Gutch commented they put these demolitions together due to the economies of scale associated with the Community Center and the State Office Building and it would typically be cheaper.

Commissioner Anderson agreed with Representative Roberts that they were paying interest on a 40 year depreciating asset versus financing a demolition project over 10 or 15 years. Mr. Serrano commented that the price is coming down on the demolition of the State Office Building and he will provide the Commission with another figure shortly.

Commissioner Dillaha asked when they can begin with the pedestrian way finding. Ms. Gutch explained that they are presently working on it and she is meeting with a digital company this week about potentially doing digital kiosks. She added that they are thinking about retrofitting the existing kiosks, but she needs to find out who originally built them and move forward with that.

Commissioner Dillaha suggested funding restrooms with some of the money when they have discussion about funding other projects. She wanted to know if the CRA could pay
for that as opposed to being on the Capital Improvement projects for parks. Ms. Gutch commented that they have provided a matching grant for commuter rail and would like to renovate and clean up the restrooms at that station. However, she could not commit yet because they need to go through a reallocation process with the advisory board. She stated that it is something they are thinking about and funds could be allocated to the upgrade of the station.

Commissioner Diebel asked that this item be tabled until they discuss the Community Center financing item. There was consensus to table.

D. Community Center Financing.

Assistant CRA Director Peter Moore explained that in the spring of 2009, staff issued an RFP soliciting bank loans to obtain fixed rate financing to fund the Community Center. On June 26, the City’s financial advisor, Dunlap and Associates, informed us that banks were showing an unwillingness to commit to long term fixed rate financing. Banks were willing to lock in rates for 5-7 years but wanted a clause added that rates would be renegotiated afterwards. This would expose the CRA to potential interest rate risk which could mean that future payments on debt service could increase significantly.

Due to the advice of our advisor, staff looked into pursuing a traditional bond financing solution. Instead of asking a bank to issue a long term fixed rate loan, the CRA would offer bonds that effectively accomplish the same objective. Bonds have higher initial fixed costs associated with the issue, obtaining insurance, and other fees, but they would also have a fixed rate over the course of the financing. Bonds also typically require a reserve fund that acts as additional security on the bond that would be financed in addition to the $9.5 million. This means that you pay interest on more money than you need which means our actual financed bond issue would be closer to $11 million.

He stated that staff has done some in-house analysis on the two options and believes that the interest rate risk that is reasonably possible to occur is less of a cost than the initial fixed cost and extra financing charges associated with a bond, even though the rate is fixed for the full term. However, staff has asked our financial advisor to prepare an analysis of the two options to determine which is more suitable for our needs.

He gave a brief summary and presentation on the two financing options and their pros & cons.

Regardless of the financing method chosen we will be required to pass a reimbursement resolution which would allow the CRA to start spending reserved cash now for approaching expenses associated with the Community Center but to reimburse itself later out of proceeds of the debt issuance.

Staff has spent considerable time looking into options presented in the bond market including Build America Bonds, and competitive and negotiated bond sales.

The CRA has been advised that the total cost of construction of a turn-key Community Center, including the demo of the state office building as a staging area and demo of the existing Community Center will cost under $9.5 million. The CRA is proposing to fund approximately $400,000 over the fall of 2009 and issue either a bank loan or bond for $9.5 million to pay for the project. Depending upon the method of financing chosen the expected debt service payments will vary between $750K to $1 million annually. Given
the expected range of fixed rate bond financing, this project can be sustained with the CRA's existing capacity.

Mr. Moore explained that staff recommended approval of the reimbursement resolution as a protective measure to make sure that any expenses incurred may be reimbursed by debt to be issued later. Staff was also seeking approval to move forward with the bank loan financing route locking in the lowest rate possible for the longest period possible, making the decision that reasonable interest rate risk is less costly than the fixed costs and finance carrying costs associated with a bond. Mr. Moore and Ms. Gutch answered questions.

Ms. Gutch explained that the CRA purchased the State Office Building and it is a CRA asset. Attorney Cheek explained that the property is deeded in the City's name because it was deeded directly from the cabinet in Tallahassee. However, he wanted to look at this more closely and see who has control of the property. Representative Roberts stated that as the County representative he should be involved with discussions that they have about the future of that site.

Motion made by Commissioner Anderson to approve the reimbursement resolution; seconded by Representative Roberts.

Janie Baker, 650 Northwood Circle, stated that residents on the Westside want this facility in the community and they want to have it demolished so it can be replaced.

Commissioner Diebel commented that she was uncomfortable with committing these funds before we know our source of financing. She stated that they are already fighting the bond issue on the other two funds and was hesitant about going ahead and allocating this before they have confirmed the financing option for the City. She understood that this would potentially have us delay some expenditures for 90 days until we are sure we have a bank loan confirmed or decide to go with the bond issue. She proposed that they delay voting on the resolution until they have that step confirmed. She added that she would rather budget it out of cash reserves then commit to the future bond or bank loan. Mr. Knight, Ms. Gutch and Mr. Moore answered questions.

Mr. Knight commented that there is no downside to adopting this resolution as it gives them maximum flexibility in the future to reimburse ourselves for any money we spend. He stated that if we do not adopt this resolution, everything we spend has to come out of reserves. Commissioner Diebel reiterated that she wanted to know the financing terms before they start the project. Mr. Knight recommended they adopt the resolution, spend the money and continue to simultaneously work on the financing and get the project moving.

The motion carried with a 5-1 vote. Commissioner Diebel voted no.

FY 2010 Budget

Motion made by Representative Roberts to approve the FY 2010 budget; seconded by Commissioner Anderson. The motion carried with a 6-0 vote.
E. **Program Committee Dissolution.**

CRA Director Sherry Gutch explained that staff is recommending dissolving the program committee where the CRA provided program funding for social programming to the Community Center. She stated they are proposing to turn all adult and senior programming back to the Parks and Recreation Department. She commented that they are transferring $60,000 to them if approved today and it is a part of their budget. She added that it was approved by the CRA Advisory Board.

Linda Walker, 794 Comstock Avenue, commented that if they are giving funding to the Parks and Recreation Department to let them disburse this money as they see fit.

**Motion made by Commissioner Dillaha to dissolve the program committee; seconded by Representative Roberts. The motion carried unanimously with a 6-0 vote.**

F. **Straughter Parking Lease.**

Ms. Gutch explained that in the Spring of 2008 the CRA entered into a parking lot lease agreement with the Mount Moriah Church to provide additional parking so that customers of the commercial district in Hannibal Square would not encroach on residential areas by parking their cars along the street.

This agreement secured 40 spaces for the City. It has been the intent of the CRA to secure lease agreements for the entire block so that the entire lot could be improved and made available for parking. Mr. Straughter is the only other owner of the block and staff is proposing entering into a lease agreement with him to secure the 10 additional spaces his land would provide for parking. With the leases in place from both the church and Mr. Straughter, the CRA will be able to begin discussions about improving the entire lot to be more customer-friendly and visually appealing.

This lease agreement is consistent with Goal number 3 in the adopted CRA strategic plan which calls for maintaining the historical integrity of our residential communities by alleviating commercial parking encroachment from local neighborhoods. The annual cost of the 10 additional spaces is $4,800 and has been budgeted for in the FY 2010 budget. Staff recommendation is approval of the lease.

**Motion made by Commissioner Anderson to approve the lease; seconded by Commissioner Bridges. The motion carried unanimously with a 6-0 vote.**

G. **Heritage Center Operating Grant Agreement 09**

Ms. Gutch stated that the CRA Fiscal Year 2009/2010 budget allocates $40,000 to Crealde to be used for managing, programming and operating the Heritage Center. She addressed the 30 year lease with them and staff's recommendation of approval of the agreement.

**Motion made by Representative Roberts to approve the Heritage Center Operating Grant agreement; seconded by Commissioner Anderson. The motion carried unanimously with a 6-0 vote.**
H. Welbourne Avenue Day Nursery Grant Agreement 09

Ms. Gutch explained that the Welbourne Avenue Day Nursery is the oldest nursery in Winter Park. Serving children of low income families, Welbourne is able to allow many parents time to work and provide for their families while receiving quality childcare from an established and well respected provider.

As required in the Fiscal Year 2008/2009 Grant agreement with Welbourne, they have submitted their final report. Staff finds that the Welbourne has expended the money according to the Grant agreement. Under the Fiscal Year 2008/2009 Grant agreement, the funding of $7,000.00 was used to provide for the purchase of storage units, sand and water tables, paint, and mirrors for classroom beautification and the outdoor sensory area.

This year Welbourne plans to use funding from the CRA to replace flooring in classrooms and offices and to repair existing cabinetry. Donation of CRA funds enables Welbourne to keep costs low for working families. She stated that staff recommends approval of the agreement.

Motion made by Commissioner Bridges to approve the Welbourne Avenue Day Nursery Grant agreement; seconded by Commissioner Dillaha. The motion carried unanimously with a 6-0 vote.

3. INFORMATIONAL ITEMS

Ms. Gutch addressed that she would forward a memo on the informational items of the National Historic Designation update and the Park Avenue Study update to the Commission.

4. NEW BUSINESS

No New Business.

The CRA Agency meeting adjourned at 3:35 p.m.

Chairman Kenneth W. Bradley

ATTEST:

City Clerk Cynthia S. Bonham
ITEM (2A): Project Budget Update

DATE: November 9th, 2009

ADMINISTRATIVE ITEM ___ ACTION ITEM ___ INFORMATION ITEM ___

ITEM DESCRIPTION:

In the FY2010 adopted budget the CRA originally had an estimated $900,000 in funding available after accounting for the increase in debt service payments anticipated for the proposed Community Center. Those payments are estimated to total approximately $900,000 annually made up of two payments (typically in January and July). Because financing on the Community Center was delayed we will only be making a single semi-annual payment in FY 2010 which means we will only be paying approximately half of the anticipated new debt service we expected to pay in FY2010. As a result we should expect to have an additional $450,000 available in cash for projects this year making the total cash on hand for projects closer to $1.35 million. On Aug 10th, $200,000 was allocated out of the excess funds with $100K going to both the Housing Rehab and the Business Façade Program. The Board has discussed a number of pending projects that could come out of this project funding and below is an outline of the project funding available in CRA cash for this fiscal year.

Estimated total funding available for projects: $1,350,000
Funding already allocated in FY2010 Budget: -$200,000
(Business Façade and Housing Rehab)

Potential Projects to be funded this Fiscal Year:
Additional Funding to Business Façade (on agenda) - $100,000
(Approved by Advisory Board Oct 29th)

Park Avenue Area Strategic Plan (on agenda) - $150,000
(Approved by Advisory Board Oct 29th)

Wayfinding (estimate) - $100,000

W. Morse Blvd Streetscape (on agenda) - $400,000
(Approved by Advisory Board Oct 29th)

Remaining Funds $400,000
This additional funding will allow increased flexibility in the CRA to take on new projects and programs during this year. Additionally it will allow us to comfortably fund the additional $100K for the Business Façade Program, the $150K for the Park Ave Strategy, and the approximately $400,000 for the W. Morse Streetscape which includes working with Public Works to add new decorative lighting, landscaping, and undergrounding of electric from 17/92 to New York Ave.

**BUDGET ALLOCATION:**
(See above)

**STAFF RECOMMENDATION IS:** N/A
CITY OF WINTER PARK
COMMUNITY REDEVELOPMENT AGENCY BOARD

ITEM (3A): Approval of Revised Community Center Plans

DATE: November 9th, 2009

ADMINISTRATIVE ITEM ___ ACTION ITEM _X_ INFORMATION ITEM __

ACTION REQUESTED:
Approval of the revised Community Center Plans.
(This item was unanimously approved by the CRA Advisory Board on Oct 29th)

KEY ELEMENTS/FACTS IMPACTING DECISION:
In May of 2009 the City released an RFQ to select a design-build team to complete the proposed Community Center project. The team of Turner Construction - Schenkel Shultz (TCSS) was chosen by the Selection Committee to complete the project. As a part of the design-build process, TCSS proposed some reconfigurations to the site plan and building layout to make improvements to program flexibility, operational efficiency, security, and project cost. These refinements made significant alterations to the layout of the previously adopted plan and it was therefore deemed necessary that these changes go through the same consensus building process as the previous plan. As a result staff, TCSS, and a representative of both the CRA Advisory and CRA Agency Board have met weekly to vet the new design with all the stakeholders. The revisions to the plan have met with favorable support when presented to the stakeholders and it is staff’s recommendation that the project proceed using the revised design for the following reasons:

Approval by Stakeholders: Staff responsible for managing the new center, representatives from the CRA Advisory Board, the Boys and Girls Clubs, and Community representatives have all given favorable endorsements/opinions of the new layout.

Maintenance of all Programming Spaces Identified in Original Plan: The new plan keeps all the programming spaces and square footages of the original plan’s program spaces for seniors, office, youth, teens, etc and simply re-configures them within the new layout. All the spaces identified as needed by the stakeholders during the last few years of consensus building of this project, have been maintained.
Building Layout: The previous plan included a long corridor running east/west through the facility. The new plan shortens this corridor while still keeping all the program spaces and uses while removing approximately 1,700 sq ft of corridor space. This provides for a slightly smaller building and more efficient building to operate. Additionally, this shifts the massing of the building away from New England and the residential community and instead pushes it toward the back of the property.

- Gym is now located farther back from New England and takes the most massive element of the facility away from the residences on New England.

Additional Parking: The original plan had 100 parking spaces and this caused some concern from the Planning and Zoning Commission which was worried about users of the Center overflowing into the residential neighborhood. The revised plan provides for 119 spaces an increase of almost 20%. That coupled with the reduction in building size should alleviate parking concerns.

Additional Park Area: The re-configuration of the building also allows for the addition of new green space near the theater stage area.

Removal of Cut-Through Traffic on Welbourne: At the original Community Center meetings, residents raised the concern of cars being able to cut through from Pennsylvania to Capen Ave. The new plan now removes the cut through of the street and allows for expanded pool deck space to move the pool away from proximity to the gym where shade could impact enjoyment of the facility. This change met with favor during community input meetings. The Fire Department has also indicated that this change would not affect their ability to serve the area.

Multi-purpose Rooms Programming Flexibility: TCSS has proposed that the multipurpose rooms be configured to allow for not only single use of the four rooms but to allow for moveable walls which can create large spaces and more opportunities for a diverse mix of events to take place in the center. The previous plan did not have the ability to implement this function and the relocation of the rooms to the Shady Park side of the facility also allow for events to take place that could include both indoor and outdoor components. All of this means improved flexibility for the type and scope of events while also allowing for more diverse revenue generating activities.

Senior Designated Space: Perhaps one of the most favorably viewed changes after meeting with the community has been the addition of private restrooms to the senior space at the facility. In the old plan seniors would have had to exit their room, walk through the main lobby of the center and past the restrooms designated for youth, before reaching the bathrooms made available for their
use. This change allows seniors the comfort and security of not having to leave their designated space while still allowing for curb-side pick up and drop off, access to the kitchen, storage space, and their own external access to the facility away from the major trafficked areas of the center.

**Corridors as Active Spaces:** The long corridor in the original plan served only as a hallway to get from one destination to another. The new plan incorporates the hallways into active space making the corridors now serve as part of the heart of the center where visitors can congregate, read, use interactive media, and have activities. These changes now allow for more flexibility in what can take place in the center while creating a vibrant energetic area instead of a hallway.

**Improved Security:** Both the Boys and Girls Clubs and Staff responsible for running programs at the facility have cited the improved security as a major endorsement of the new plan. The wider shortened corridors and the ability to still maintain a centrally located reception area that can now monitor more of the programming areas than the previous plan, means that supervision and safety will be easier to maintain. As in the old plan, magnetic locks on doors can be used to control ingress and egress points from the building. The new plan also reduces the number of major entrances and exits by one, removing the northern exit and making it the access to the gym (original plan had a north, south, east, and west entrance/exit).

**Separation of Quiet and Loud Spaces:** As in the old plan the new plan maintains the separation of noisy and quiet spaces but removes the inefficiency of the long corridor. Louder spaces are now located to the Northwest of the facility and quieter spaces to the Southwest.

**Gym Access and Exit:** The original plan required that anyone coming to an event at the gym had to first enter into the facility and walk down one of the long corridors. Additionally the emergency exit from the gym opened directly into the pool area which could become a life-safety issue in the event of an emergency. The new layout allows for gym access directly to and from the parking lot. This allows the gym doors to be opened up to serve as the entrance for any games or tournaments and keeps visitors from having to enter the facility to access the gym. This further provides separation of age groups and improves security by allowing youth activities to continue uninterrupted inside the center while a tournament takes place in the gym. In the event of an emergency, people can now exit directly to the parking lot.

**Pool Facility:** The removal of the Welbourne cut-through allows for expanded pool space at the north end of the facility while still maintaining all the features
identified by the community as important: zero entry play area, training/aerobics area, lap lanes, and 6 foot depth.

**Theater Stage:** The revised stage design now allows for the ability to provide both outdoor and indoor stage productions with the use of moveable walls. This will allow the stage area in the gym to be used for large community gatherings while still allowing for outdoor functions in the park.

**Operational Efficiency:** The slightly smaller size of the facility and improved visibility functions (reduced staffing requirements) should allow for a more cost-efficient facility from an operational standpoint.

**Maintains all other Identified Issues in Original Plan:** The new plan still allows for concession areas to serve the Gym, Pool and Park Areas. It still maintains bathroom access for people using the Park or Splash Park, provides the ability to have community art located throughout the facility, and for multipurpose rooms to be built out to accommodate different programming needs (eg. Mirror walls and special flooring for dance programs).

**Budget Neutral:** (see budget section below)

**Area of Community Concern - Tennis Courts:** At the community meeting held on Oct 15th the issue of the tennis courts was raised as something that was desired at the new facility. This issue came up during the initial consensus building process with the old plan and was decided that the tennis court issue could best be met by providing for the proper court striping on the gym floor so that indoor tennis could be played. Some members of the community indicated that they still wanted to see tennis courts at the facility even though they weren’t in the original plan so staff worked with the architect to look at the possibility of adding courts. Two scenarios were investigated, one was adding a single court and one was adding two courts. The two court model meant that parking for the facility would have to be reduced to approximately 74 spaces. This was rejected because the original approval by P&Z had 100 spaces and that still caused concern. Adding just one court still allowed for 100 spaces but it is staff’s recommendation that the additional parking is of more importance than of a single tennis court. During the original consensus building process a survey was issued related to programming. The results of this survey showed that not one respondent regularly used the tennis courts and in a ranking of ten programming items, tennis ranked 6\textsuperscript{th} after items like the double sized gym and pool area. When this issue came up at the original public meeting a year and a half ago, it was determined that the compromise of placing the courts indoors was sufficient because Azalea Lane was in close enough proximity to allow for shuttling of users to the courts provided at that facility. For this reason courts were removed
from the original design, which was already approved, and is not being recommended in the revised design. It is staff's recommendation that the additional parking is of more importance than the addition of a single tennis court.

Building upon the two year process this project has undertaken to develop consensus and create the best facility to serve the City for the next 40-50 years, it is staff's recommendation to approve the revised design so that this project can still continue on schedule. The improved layout, security, and program flexibility will allow the City to use the facility and make changes as programming preferences change over the years while still providing the maximum security for our residents.

PROCESS TO DATE:
May 2009: RFQ for Design Build
Summer 2009: Selection of TCSS approved as top-ranked firm by City Commission
September 2009: Revised plan presented to staff and Boys and Girls Clubs
October 13: Met with community leaders to discuss revised plan (favorable opinion)
October 15: Community meeting to gather input on revised plan (favorable toward layout excepting the issue of the addition of a tennis court)
October 29: Approval by CRA Advisory Board
November 3: Approval by P&Z
November 9: Approval by CRA Agency

ALTERNATIVES CONSIDERED:
As the original design was already approved by the CRA Agency, a negative vote on this new revised plan would mean that it is the desire to move forward financing the old plan.

BUDGET ALLOCATION:
To-date approximately $200,000 has been spent on the Community Center project over the last two years. The original plan's design and construction cost would require the CRA to pursue bank loan financing totaling approximately $9,600,000. The new plan with all the changes and features will not cost more than the original plan and is likely to cost less due to the efficiency of the design. Some of the savings due to the reduction in building size will be offset somewhat by an increase in architectural fees but these fees will still be toward the lower end of industry norms and still result in a cheaper overall commitment from the CRA.
If this design is approved or if it is determined to go with the original plan, Staff will authorize the release of the RFP for bank loan financing in late Nov/early Dec and bring back the results at a TBD special meeting of the CRA Agency in late Jan/early Feb.

**STAFF RECOMMENDATION IS:**
Approval to move forward with the revised Community Center Plans.
Important Issues to Address:

- Relationship to Community
  - Front Door Orientation & Scale
  - Proximity of Gym to Residences
- Safety/Security
- Noise Control
  - Quiet vs. Noisy Areas
- Program Space
Important Issues to Address:
- Relationship to Community
  - Front Door Orientation & Scale
  - Proximity of Gym to Residences
- Safety/ Security
- Noise Control
  - Quiet vs. Noisy Areas
- Program Space

PASSIVE SECURITY
Location of Admin/Reception provides passive observation of circulation spaces
City Of Winter Park
community center

Combining the new concepts with existing program relationships to create something Extraordinary
City Of Winter Park
community center

Main Entry
Main entry off New England Ave.
Welcoming to residential community

Separation of Gym
Maximize separation of large scale building component from neighboring residential

New England Ave.
City Of Winter Park
community center

noise control

LOUD
Gymnasium
Fitness Center

QUIET
Library
Senior Center
Computer Areas
Multipurpose Rooms

New England Ave
Multi Dimensional
Added functionality, uses, and opportunities including connection to Shady Park
## City Of Winter Park

**Community Center Program**

<table>
<thead>
<tr>
<th>Exterior</th>
<th>Design Criteria Program</th>
<th>Proposed Design</th>
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</thead>
<tbody>
<tr>
<td>Playground</td>
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<tr>
<td>Community Garden</td>
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<td>✓</td>
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<tr>
<td>Patios</td>
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<td>Plaza</td>
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<td>Stage</td>
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<table>
<thead>
<tr>
<th>Main &amp; Pool Buildings</th>
<th>Design Criteria Program</th>
<th>Proposed Design</th>
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<tbody>
<tr>
<td>Gym</td>
<td>11,700</td>
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<tr>
<td>Gym Office</td>
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<td>101</td>
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<tr>
<td>Gym Concession</td>
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<td>146</td>
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<tr>
<td>Fitness</td>
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<td>1,209</td>
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<td>Fitness Office</td>
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<td>Fitness Shower</td>
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<tr>
<td>Teen Room</td>
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<td>889</td>
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<tr>
<td>Youth</td>
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<td>Media/Center/Computer Lab</td>
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<td>Administrative Offices</td>
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<tr>
<td>Senior Room</td>
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<td>Senior Storage</td>
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<tr>
<td>Kitchen</td>
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<tr>
<td>Large Multi-purpose Room</td>
<td>3,000</td>
<td>2,945</td>
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### Pool Locker Rooms M&F

<table>
<thead>
<tr>
<th>Pool Office</th>
<th>Pool Guards</th>
<th>Pool Support Spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>175</td>
<td>1,920</td>
</tr>
</tbody>
</table>

### Net Square Footage

- Ancillary, Circulation, & Mech/Elec: 9,530
- Total Gross Square Footage: 39,530

### Total Gross Square Footage

- Winter Park: 39,530
- Proposed Design: 37,762
City Of Winter Park
community center

What you gain...

- Additional Parking Capacity
- Additional Open/Community Space
- Additional Park Area +/- .5 Acre

Bus Drop
NEW ENGLAND AVE.
City Of Winter Park
community center

Maintains Original Concepts
- Same Program Elements –
  Arranged Differently/Less Circulation
- Maintains Entry off of New England
- Maintains separate entry for Seniors
- Maintains separation between “Quiet” and “Noisy” Program Elements

More Secure
- Strategic Location of Office, Reception & Check In
- Increased Transparency & Visibility
- Pool Location Enhances Safety during off hours

More Use / Multi Use
Enhanced Flexibility and Functionality:
- Connectivity to the Park
- Multi-Dimensional Gymnasium
- Multi-dimensional Meeting Rooms
  Increased Revenue Generation Opportunities
- Indoor/Outdoor Stage
- Dedicated restrooms for Seniors

More Efficient
- More Compact Building Plan
- Additional Open/Green Space
- Additional Parking
- Reduced Circulation – Cost Savings
- Staffing Efficiency - All Staff in Building
City Of Winter Park
community center

Preliminary Style Concepts
ITEM (3B): Park Avenue Area Strategic Plan

DATE: November 9th, 2009

ADMINISTRATIVE ITEM ___ ACTION ITEM ___ INFORMATION ITEM ___

ACTION REQUESTED:
Approval of the Park Ave Area Strategic Plan (attached)
(This item was unanimously approved by the CRA Advisory Board on Oct 29th.)

KEY ELEMENTS/FACTS IMPACTING DECISION:
Note on CRA Advisory Board Approval of the Plan from the meeting on Oct 29th:
1) Approve the Plan and full dollar allocation of $150,000 but grant staff permission to spend up to $55,000 to implement time sensitive items such as promotion dollars for the Holiday Ice Rink, Holliday Lighting, special events, and maintenance and atheistic improvements.
2) Once the Taskforce recommended in the plan is created, all funding approval for Plan items must be received from the CRA Advisory Board and CRA Board.

The purpose of the Strategic Plan is to address the strengths, weaknesses, opportunities and challenges of the Park Avenue Area. From vacant storefronts, decreased sales and a general lack of a calculated plan for the Park Avenue Area it is time to take action. Consumer spending and the retail shopping experience have changed drastically over the past five years. The objective of the Strategic Plan is to provide an assessment of the Park Avenue Area through two surveys and six public input sessions resulting in Strategic Goals and Action Items that address the findings. In addition, this plan will lead to the creation of Park Avenue Area Business Improvement District (BID). The BID is contingent on the passage of a referendum by the property owners. The six goals of the plan are as follows:

Goal 1 - Expand Brand and Improve Marketing of the Park Avenue Area
Goal 2 - Implement a Parking and Wayfinding Program
Goal 3 - Nurture and Cultivate Existing Businesses, Identify and Recruit New Businesses
Goal 4 - Increase Maintenance and Aesthetics
Goal 5 - Enhance the Park Ave Area Experience
Goal 6 - Create a Business Improvement District
The strategic planning process has been going on for a year. This process was designed as a participatory process involving all stakeholders within the Park Avenue Area including but not limited to merchants, property owners, elected officials, CRA members, CRA Advisory Board members, the Economic Development Advisory Board, the Winter Park Chamber of Commerce, and City staff. There is overwhelming support for the plan from the stakeholders.

If approved it is the intention of staff to make funding decisions regarding the implementation of the plan until the Park Ave Taskforce can be created. As outlined in the Plan, this group of diverse stakeholders will be a City/CRA appointed board and with staff support, make recommendations regarding the implementation of the Plan. It is anticipated that this board be formed with the input of the new Director of the Community Redevelopment Department which would place a likely creation date in early 2010. This Taskforce will then serve as the precursor to the eventual formation of a Business Improvement District Board if the requisite numbers of property owners agree to create a BID after the third year (see attached plan).

**PROCESS TO DATE:**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Completed Two Surveys of 1,000 shoppers</td>
<td>Finalized in July 2009</td>
</tr>
<tr>
<td>Held Six Public Input Meetings</td>
<td>Ongoing</td>
</tr>
<tr>
<td>Presentation of Draft Plan to Steering Committee</td>
<td>September 23, 2009</td>
</tr>
<tr>
<td>Mayor’s Meeting of Property Owners</td>
<td>October 9, 2009</td>
</tr>
<tr>
<td>Presentation of Draft Plan to Area Stakeholders</td>
<td>October 13, 2009</td>
</tr>
<tr>
<td>CRA Advisory Board Approval</td>
<td>October 29, 2009</td>
</tr>
<tr>
<td>CRA Agency Approval</td>
<td>November 9, 2009</td>
</tr>
</tbody>
</table>

**ALTERNATIVES CONSIDERED:**
During the business outreach, customer survey process and plan development, Staff researched programs and funding alternatives to fill gaps and fund this initiative. If a Business Improvement District is not ultimately created, CRA funds will need to be identified on an annual basis to fund the programs and initiatives in the Park Avenue Strategic Plan going forward.

**BUDGET ALLOCATION:**
The Plan proposes $150,000 to be budgeted from the CRA for FY2010 with the intent of budgeting similar amounts in the following two years. Sufficient funds remain in the CRA for this allocation. After the three year period the concept of a Business Improvement District will be taken to the property owners for a vote. It is not the intention of Staff to recommend funding beyond the three year time period.
STAFF RECOMMENDATION IS:
Approve the Park Avenue Area Strategic Plan and allocation of $150,000 to implement the first year of the Plan. Staff will have approval to spend up to $55,000 toward implementing the goals of the plan with any additional expenditures requiring review by the CRA Advisory Board.
### CITY OF WINTER PARK PARK AVENUE AREA STRATEGY-EXECUTIVE SUMMARY

The City of Winter Park's Park Avenue Area will continue to be the leading destination/lifestyle center and will continue to grow its unique niche to service both residents and visitors alike. The Park Avenue Area is nestled in a region of two million people, only three miles from the urban core, yet embraces and maintains a small town character.

#### Goal 1: Expand Brand & Target Marketing of the Park Avenue Area

1. Expand brand for residents first and foremost and visitors as a supplementary market.
2. Develop a Marketing Plan and Strategy that targets appropriate markets.
3. Create marketing collateral to include all media.

**PLAN BUDGET:** $60,000*  
*Up to $10,000 for Ice Rink*

#### Goal 2: Implement a Parking and Wayfinding Program

1. Complete a parking plan that addresses parking capacity, signage, fee structure, and designated free parking.
2. Implement a Vehicular Way Finding Program that directs vehicles to the Central Business District/Park Avenue Area from our major feeder corridors.
3. Implement a Pedestrian Way Finding Program that directs pedestrians to their destination within the Park Avenue Area.
4. Implement an overall valet program for the Park Avenue Area.
5. Establish an Employee Parking Program within designated areas.

**WAY FINDING TO BE FUNDED SEPARATELY FROM PLAN**  
**CITY AND CRA BUDGET:** $50,000 and $100,000-est. (respectively)

#### Goal 3: Nurture & Cultivate Existing Business & Recruit New Businesses

1. Create a streamlined and business-friendly development and permitting process.
2. Identify and recruit businesses to fill voids and create anchor opportunities and minimize any obstacles to filling voids.
3. Establish programs that are tailored to meet the needs of existing businesses and business start ups.
4. Diversify existing business mix so that Park Avenue can remain competitive.

**PLAN BUDGET:** N/A FUNDED WITH HUMAN CAPITAL

#### Goal 4: Increase Maintenance and Aesthetics

1. Implement maintenance program to ensure the Park Avenue Area maintains its niche i.e. pressure washing of sidewalks, painting of decorative light fixtures, garbage cans, limited kiosks and news paper racks.
2. Enforce codes as it relates to visual clutter of the Avenue; i.e. A-frame signage, exterior displays, sidewalk dining cafe regulations, etc.
3. Provide for enhanced aesthetics and ambiance through a maintenance program addressing street, lighting, signage and storefronts.

**PLAN BUDGET:** $40,000*

*It should be noted the City has already started to implement these projects. The allocation to TBD. Currently, anticipating increased pressure washing and cleaning of Park Avenue, as well as $5,000 for Holiday Lighting.*
**Goal 5: Enhance the Park Ave Area Experience**

1. Create a “Shop Local” program geared to residents.
2. Improve customer service by implementing new programs.
3. Add amenities geared toward enhancing the customer experience.
4. Identify existing and new targeted events.

**PLAN BUDGET: $50,000 (RECOMMENDED FOR SPECIAL EVENTS)**

*It should be noted that $10,000 for the 75th Anniversary of the Bach Festival and $5,000 for the Concourse D’Elegance are being proposed for funding. These events cater to the area demographic.*

---

**Process**

- Created the Park Avenue Steering Committee
- Hired Britt Beemer, America’s Research Group
- Completed Two Surveys
- Held Six Public Input Meetings
- Presentation of Draft Plan to Steering Committee
- Presentation of Draft Plan to Area Stakeholders
- CRA Advisory Board Approval
- CRA Agency Approval

**February 2009**
- January 2009
- July 2009
- Throughout 2009
- September 23, 2009
- October 13, 2009
- October 29, 2009
- November 9, 2009

---

**Funding and Timeline**

- Total Budget for the PAA Strategic Plan is $150,000 per year over a three year period beginning in FY 2010;
- Builds off of the Britt Beemer Surveys and Stakeholder Meetings;
- The estimated budget per goal may shift as they are implemented;
- Next Fiscal Year there may be additional goals identified and ones may be deleted off of this list as they are achieved;
- Staff recommends approval of the Park Avenue Area Strategy by the Community Redevelopment Agency and in FY 2010 establishment of the Park Avenue Business Improvement District Taskforce;
- YEAR 1 - Staff will allocate funding until the Taskforce is appointed. YEAR 2 - City Staff will provide professional support and take/make recommendations to the Taskforce for approval;
- YEAR 3 - City Staff will provide professional support and take/make recommendations to the Taskforce for approval;
- YEAR 3 - Concurrent with YEAR 3 the City will take this Plan to a vote of the property owners for the creation of a Business Improvement District (BID);
- YEAR 4 - Contingent upon a successful referendum the BID will take over and the Taskforce will be dissolved.

---

**Business Improvement District**

A Business Improvement District (BID) is a public/private partnership in which businesses in a defined area pay an additional tax or fee in order to fund improvements within the district's boundaries up and beyond what is typically provided. BIDs provide services, such as cleaning streets, providing security, special events, and marketing the area.

A Business Improvement District is being recommended as the funding mechanism to be adopted in 2012 to fund the PAA Plan activities beginning in year 2013.
INTRODUCTION:

The Park Avenue Area is nestled in a region of two million, only three miles from the urban core, yet continues to embrace and maintain its small town feel and village character. The Park Avenue Area is the jewel of the City of Winter Park. It is recognized throughout the United States as a model other cities emulate.

This lifestyle center provides a unique shopping experience with its eclectic and creative boutique shops and restaurants and we want to keep it that way.
INTRODUCTION CONT.: 

A viable downtown is of primary economic, social and aesthetic concern to all stakeholders.

Unfortunately with the economic times and the rapidly changing market, Park Avenue is facing challenges.

As a result in February of 2009 the CRA approved funding for the Park Avenue Area Strategic Plan (Strategic Plan) and agreed to forward fund the next three years of this initiative, beginning in FY 2010.

PURPOSE AND MEASUREMENTS:

Purpose
The Strategic Plan purpose is as follows:
- To revitalize the downtown area of Winter Park recently impacted by the economic downturn and increasing competition

- Building strength and diversity for the future
- A unified plan for the Park Avenue Area with all stakeholders working together toward common goals; including increased foot traffic to the area and increased sales

Measurements
Success of the Strategic Plan will be measured by the following:
- Decreased vacancy rates
- Increased taxable value per square foot
- Competitive regional lease rates per square foot
- Creation of a BID Plan
- Passage of the referendum to create the BID
PROCESS OVERVIEW:

The Strategic Planning process was designed as a participatory process involving all stakeholders within the Park Avenue Area including but not limited to merchants and property owners, elected officials, CRA members, CRA Advisory Board members, the Winter Park Chamber of Commerce and City staff.

In February of 2009 the City of Winter Park retained Britt Beemer founder of America’s Research Group to assist with this project.

Mr. Beemer is a leading expert on consumer and retail trends. Initially the project conducted two surveys and held six public meetings over a five month period to assess the issues and opportunities facing the Park Avenue Area.

Based on the findings and public input the Strategic Plan was developed.

PROCESS OVERVIEW CONT.:

Phase 1:
- Interviews with 500 shoppers who previously shopped Park Avenue Area stores but have not shopped there in the last 12-18 months.
- The intent is was to find out why our customers left the Park Avenue Area for other locations.
- Findings were released on April 28th.

Phase 2:
- Same methodology but the survey included interviews with 500 shoppers who currently shop Park Avenue Area stores on a consistent basis.

It should be noted in an effort to expedite the process and time needed to commit to this project, a Park Avenue Area Steering Committee (Steering Committee) was selected.

The Steering Committee is all inclusive and represents a broad base of stakeholders. Upon adoption of the Strategic Plan the Steering Committee is dissolved.
APPROVAL PROCESS:

- Completed Two Surveys: Finalized in July 2009
- Held Six Public Input Meetings: Ongoing
- Presentation of Draft Plan to Steering Committee: September 23, 2009
- Mayor’s Meeting of Property Owners: October 9, 2009
- Presentation of Draft Plan to Area Stakeholders: October 13, 2009
- CRA Advisory Board Approval: October 29, 2009
- CRA Agency Approval: November 9, 2009

RESULTS:

- The strategic planning process identified the top five goals for implementation through Fiscal Year 2012.
- Each addresses a desired outcome and is accompanied by a specific action plan for achievement.

1. Expand brand and marketing of the Park Avenue Area
2. Implement a Parking and Wayfinding Program
3. Nurture and cultivate our existing businesses; identify and recruit new businesses to fill voids
4. Increase maintenance and aesthetics
5. Enhance the Park Ave Area Experience
GOAL 1: EXPAND BRAND AND INCREASE MARKETING OF THE PARK AVENUE AREA

• BACKGROUND
  — 71.2% of former customers are watching/reading more sale advertising, only 29% see/hear any advertising from the Park Avenue Area.
  — 70% of customers said they do not see Park Avenue advertised. 43% of former customers and 27.8% of existing customers regularly shopped Jacobson's. Park Avenue Area lost its biggest advertiser when the full-service Jacobson's closed.
  — Over 86% of former customers think of Park Avenue as a great place to buy for special occasions. Park Avenue Area is not seen as a full-service lifestyle center.

IF CUSTOMERS DO NOT KNOW WHAT WE HAVE TO OFFER, WHY WOULD THEY COME!

PROPOSED FUNDING FROM YEAR 1 OF THE PLAN $60,000.
$10,000 PROPOSED FOR PROMOTION OF THE HOLIDAY ICE RINK

GOAL 1 ACTION PLAN (not all items are listed):

• Branding Plan-
  — Find Facilitator
  — Create Brand (Tag Line)
• Inventory of Current Assets
• Create Marketing Plan
  — Determine Target Market
  — Develop Marketing Collateral
  — Develop Print Piece
  — Develop Web-based/Interactive Site
  — Create Print Marketing Strategy
  — Create Digital Marketing Strategy
  — Create an Awareness Drive
• Website Placement
GOAL 2: IMPLEMENT A PARKING AND WAYFINDING PROGRAM

BACKGROUND

- 51% of existing customers find Park Avenue inconvenient;
  - 53% find parking to be a problem on the weekends,
  - 48% find parking to be a problem all the time.
- During the public sessions merchants said parking is the biggest complaint of their current customer base
- Numerous complaints regarding the lack of loading zones for customers

IF CUSTOMERS CAN’T FIND WHERE THEY WANT TO GO, WHY WOULD THEY COME BACK?

$50,000 IN FUNDING FROM THE CITY HAS ALREADY BEEN ALLOCATED. FUNDING FROM THE CRA IS TBD BASED ON THE ACTION ITEMS BELOW. IT IS ESTIMATED THAT THE CRA FUNDING WILL BE $100,000. NO FUNDS ARE ALLOCATED AS PART OF THIS PLAN.

GOAL 2 ACTION PLAN (not all items are listed):

- Implement Wayfinding Program to get vehicles to the Central Business District/Park Avenue Area from our major feeder corridors;
- Implement Wayfinding Program to get pedestrians to their destination within the Park Avenue Area (digital kiosks/screens);
- Implement an overall valet program for the Park Avenue Area;
- Establish Employee Parking Decal Program;
- Revise Commercial Loading Zone Parking codes to address customer loading zone issues.
GOAL 3: NURTURE AND CULTIVATE OUR EXISTING BUSINESSES; IDENTIFY AND RECRUIT NEW BUSINESSES TO FILL VOIDS

Background:
- 83% of existing customers want to see more diversity in the area
- More diversity in price points ranked high in both surveys
- Seen as a special event shopping destination, not a day to day experience
- More diversity in the mixture of uses ranked high in both surveys

Existing Businesses Are The Life Blood of Our Economy... Without Them We Would Not Be Park Avenue

FUNDING FROM YEAR 1 OF THE PLAN - N/A - CITY/CHAMBER/PROPERTY OWNERS/ BROKERS PARTNERSHIP FUNDED WITH HUMAN CAPITAL

GOAL 3 ACTION PLAN (Not all items are listed)

- Nurture and Cultivate Existing Businesses
  - Streamline the processes at the City
  - Create programs that assist the business while spurring redevelopment
  - Complete exit interviews to determine why businesses are leaving the Area
- Diversify Mixture of Uses
  - Assess current uses in the Area
  - Provide for more diversity in price points
  - Create targeted incentives to recruit the "missing" links to the Area
- Recruitment
  - Identify voids in the current mixture of uses identify potential stores: anchors and specialty stores not currently found in the market
  - Recruit stores to the area
  - Create an online searchable database of vacant spaces
GOAL 4: INCREASE MAINTENANCE AND AESTHETICS

Background
- Base level of maintenance was found to be insufficient in the public input sessions and by city staff
- During the public input session lack of maintenance was noted
- Staff walked the area and noted several items that need to be addressed, including painting of light poles, garbage cans, etc.

IF OUR AVENUE IS NOT CLEAN AND APPEALING, THEN CUSTOMERS WON’T COME BACK!

PROPOSED FUNDING FROM YEAR 1 OF THE PLAN $40,000.

IT SHOULD BE NOTED THAT THE CITY IS ALREADY STARTING TO IMPLEMENT THESE PROJECTS. ANTICIPATING INCREASED PRESSURE WASHING AND CLEANING OF PARK AVE AS WELL AS $5,000 FOR HOLIDAY LIGHTING.

GOAL 4 ACTION PLAN (Not all items are listed)

- Increase maintenance
  - Assess current base-level of services
  - Develop detailed maintenance plan Area
- Increase Code Enforcement
  - Send letters to all merchants and restaurants notifying them of the regulations
  - Continual Code Enforcement sweeps
- Provide improved aesthetics
  - Assess current aesthetics
  - Determine priorities for future improvements
  - Create a Dress Up Your Window Program
GOAL 5: ENHANCE THE PARK AVE AREA EXPERIENCE

Background
• 82% of existing customers and 42% of previous customers said they would shop more if special incentives were offered
• 62% of existing customer support Park Avenue being shut down to vehicular traffic for special events and/or quarterly
• 75% of existing customers wanted more kid-friendly amenities and events
• 69% of existing customers indicated that store hours were a problem

IF OUR CUSTOMERS ARE NOT HAPPY THEN THEY WON'T COME BACK!

PROPOSED FUNDING FROM YEAR 1 OF THE PLAN $50,000.

IT IS RECOMMENDED THAT THIS FUNDING BE USED FOR SPECIAL EVENTS.

It should be noted that $10,000 is already proposed for the 75th Anniversary of the Bach Festival and $5,000 for the Concourse D'Elegance.

GOAL 5 ACTION PLAN (Not all items are listed)
• Research, create and implement a Shop Local Program
• Improve Customer Service
  – Provide business improvement workshops to our existing and new businesses on the Avenue which will provide great cross marketing, partnership building and customer service opportunities Develop and implement uniform store hours for merchants
  – Develop return policies on a business-by-business basis
  – Create an incentive program to shop on the Avenues
• Add Amenities
  – Activate Central Park with kid friendly amenities
  – Possibly a small playground that fits into the landscape of the Park
• Identify Existing and New Targeted Events
  – Assess current events for their economic impact
  – Create new events that cater to the targeted demographic
  – Provide more kid friendly events (skating rink)
GOAL 6: CREATE A BUSINESS IMPROVEMENT DISTRICT

Background

- BIDs are an effective tool to create a permanent funding source for commercial corridors
- Allows all stakeholders to work together toward a common goal
- BID creation would occur at the end of the three years proposed in the Plan by a vote of the affected property owners

NO FUNDING IS PROPOSED TOWARD THIS GOAL IN YEAR ONE

GOAL 6 ACTION PLAN (Not all items are listed)

- Creation of Taskforce as a precursor to the BID board
  - Advises on spending issue and helps to craft eventual BID business plan
- Establish BID structure and pass referendum
  - Establish funding methodology
  - Develop Business Plan
  - Educate community
  - Referendum to establish BID
FUNDING PLAN

FY 2010: $150,000* (CRA)  
FY 2011: $150,000* (CRA)  
FY 2012: $150,000* (CRA)  
FY 2013: TBD**

*All items are contingent upon annual allocation of funds from the CRA

**Contingent upon the successful passage of the referendum and the method of assessment chosen

FUTURE PROCESS: Building Towards a BID

Staff recommends approval of the Park Avenue Revitalization Strategy by the Community Redevelopment Agency and during the first year establishment of the Park Avenue Business Improvement Taskforce:

YEAR 1: Staff will allocate funding until the Park Avenue Business Improvement Taskforce in place. It is recommended that the Taskforce be comprised of diverse stakeholders;

YEAR 2: City Staff will provide professional support and take/ make recommendations to the Taskforce for approval and the taskforce, with staff support, will begin to design the Business Improvement District Plan;

YEAR 3: City Staff will provide professional support and take/ make recommendations to the Taskforce for approval. Concurrently, with staff support, the Taskforce will complete the Business Improvement Plan. Staff will take the Business Improvement Plan to a property owner referendum;

YEAR 4: Contingent upon the referendum passage the Business Improvement District will take over and the Taskforce will be dissolved.
LAST BUT NOT LEAST

PARK AVENUE IS THE REAL DEAL

We are all in this together; the City, the Chamber, the Business Associations, the merchants and the landlords. The sum is greater than the parts!

It will take everyone of us working together to benefit the most important thing and what we all rely on—"Our Customer"!
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  - America’s research groups detailed findings are in the community redevelopment department for review by the public; executive summaries of both studies included
  - Park Avenue/Hannibal Square Merchants survey
The Park Avenue Area is located in the center of the Metro Orlando region with a population of two million, only three miles from the urban core, yet continues to embrace and maintain its exceptional urban environment and small town character. The Park Avenue Area is the jewel of the City of Winter Park. It is recognized throughout the United States as a model other cities try to emulate. This lifestyle center provides a unique shopping experience with its eclectic and creative boutique shops and restaurants. While improvements are needed to make the district competitive, the unique charm of the streets and shops will remain.

A viable downtown is of primary economic, social and aesthetic concern to the City of Winter Park, the Community Redevelopment Agency (CRA), the Winter Park Chamber of Commerce, the businesses in downtown Winter Park, and every resident of Winter Park. Unfortunately with the economic recession, more regional competition and changing retail trends, the Park Avenue Area has been met with challenges. As a result, in February 2009 the CRA requested the development of a strategy to address these issues which has led to the development of this plan which considers the allocation of $150,000 annually over a 3-year period.

This plan recommends the creation of a Park Avenue Area Taskforce (Taskforce). With Staff support, the Taskforce will be responsible for the implementation of this plan and the creation of the Park Avenue Business Improvement District (BID) Plan. Concurrent with the third year of plan implementation, property owners will vote on the creation of the Park Avenue Area Business Improvement District.
vision
The City of Winter Park’s Park Avenue Area is the leading full-service destination/lifestyle center in the United States.

mission
The mission of the Strategic Plan is to maintain the Park Avenue Area as a pedestrian orientated village with superior aesthetics, targeted events and a compelling retail mix so that the area can flourish by attracting an increasing number of high-value customers.
The purpose of the Strategic Plan is to address the strengths, weaknesses, opportunities and challenges of the Park Avenue Area. From vacant storefronts, decreased sales and a general lack of a calculated plan for the Park Avenue Area there was a general consensus that it was time to take action. Consumer spending and the retail shopping experience have changed drastically over the past five years.

The objective of the Strategic Plan is to provide an assessment of the Park Avenue Area through two surveys and six public input sessions resulting in Strategic Goals and Action Items that address the findings. In addition, this plan will lead to the creation of Park Avenue Area Business Improvement District (BID). The BID is contingent on the passage of a referendum by the property owners.

The true success of a strategic planning process is measured by the success of the plan through the results it produces.
To revitalize the downtown area of Winter Park recently impacted by the economic downturn and increasing competition

To build strength and diversity for the future

Create a unified plan for the Park Avenue Area with all stakeholders working together toward common goals

Increased foot traffic to the area and increased sales

**success measurements**

- Increased occupancy rates
- Increased taxable value per square foot
- Competitive regional lease rates per square foot
- Creation of a Business Improvement Plan
The Strategic Planning process was designed as a participatory process involving all stakeholders within the Park Avenue Area including but not limited to merchants, property owners, elected officials, CRA members, CRA Advisory Board members, the Winter Park Chamber of Commerce and City staff.

In February 2009, the City of Winter Park retained Britt Beemer, founder of America’s Research Group, to assist with this project. Mr. Beemer is a leading expert on consumer and retail trends. Initially the project conducted two surveys and held six public meetings over a five month period to assess the issues and opportunities facing the Park Avenue Area. Based on the findings and public input the Strategic Plan was developed.
The surveys include the following:

**phase 1**

- The study included interviews with 500 shoppers who previously shopped Park Avenue Area stores but have not shopped there in the last 12-18 months.
- The intent was to find out why customers left the Park Avenue Area for other locations.
- Findings were released in April 2009 and are incorporated into the addendums section.

**phase 2**

- For consistency, the same methodology used in Phase 1 was used in Phase 2, with the exception that the survey included interviews with 500 shoppers who currently shop the Park Avenue Area stores on a consistent basis.
- The intent was to find out the current customer experience in the Park Avenue Area.
- Findings were released in June 2009 and are incorporated into the addendums section.
In order to establish a broad base of support and receive critical input and viewpoints the Park Avenue Area Steering Committee (Steering Committee) was created to advise during the research phases of this project and assist with goal setting. The Steering Committee is all inclusive and represents a broad base of property owners, Hannibal Square merchants, Park Avenue Area Association members, Chamber members, non-Park Avenue Area Association members, and non-Chamber members. A listing of members can be found in the Acknowledgments section located on page 31. Upon adoption of the Strategic Plan the Steering Committee will be dissolved.
In an effort to maintain the existing momentum, if items are identified throughout this process that can be immediately implemented, staff will address those items prior to adoption of the Strategic Plan.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRA Agency Approval</td>
<td>February 9</td>
</tr>
<tr>
<td>CRA retained ARG/Britt Beemer</td>
<td>February 9</td>
</tr>
<tr>
<td>Phase 1 Completed</td>
<td>March 31</td>
</tr>
<tr>
<td>Review Results/Recommendations</td>
<td>April 8</td>
</tr>
<tr>
<td>Steering Committee Meeting</td>
<td>April 8</td>
</tr>
<tr>
<td>Merchant &amp; Property Owner Public Input</td>
<td>April 24</td>
</tr>
<tr>
<td>Phase 2 Completed</td>
<td>May 22</td>
</tr>
<tr>
<td>Review Results/Recommendations</td>
<td>June 5</td>
</tr>
<tr>
<td>Steering Committee Meeting</td>
<td>June 5</td>
</tr>
<tr>
<td>Merchant &amp; Property Owner Public Input</td>
<td>June 19</td>
</tr>
<tr>
<td>Updated Recommendations/Strategic Action Plan</td>
<td>June 30</td>
</tr>
<tr>
<td>Draft Plan Presentation to Steering Committee</td>
<td>September 23</td>
</tr>
<tr>
<td>Property Owners’ Input</td>
<td>October 9</td>
</tr>
<tr>
<td>Mayor’s Meeting</td>
<td>October 9</td>
</tr>
<tr>
<td>Merchant &amp; Property Owner</td>
<td>October 13</td>
</tr>
<tr>
<td>Public Input Meeting</td>
<td>October 29</td>
</tr>
<tr>
<td>CRA Advisory Board Approval</td>
<td>October 29</td>
</tr>
<tr>
<td>Finalization of Draft Strategic Plan</td>
<td>October</td>
</tr>
<tr>
<td>CRA Agency Approval</td>
<td>November 9</td>
</tr>
</tbody>
</table>
The strategic planning process identified the top six goals for implementation through Fiscal Year 2012. These strategic goals will help focus our attention and efforts. Each addresses a desired outcome and is accompanied by a specific action plan for achievement.

**goal 1**  Expand brand and improve marketing of the Park Avenue Area

**goal 2**  Implement a parking & wayfinding program

**goal 3**  Nurture and cultivate existing businesses; identify and recruit new businesses

**goal 4**  Increase maintenance and aesthetics

**goal 5**  Enhance the Park Avenue Area experience

**goal 6**  Create a business improvement district
The basic premise of the goal-setting process was that too many goals is the same as having no goals at all. With limited funds, the Steering Committee and shareholders had to prioritize and make hard choices. This Plan charts the course the Park Avenue Area will follow through 2012. As with all planning documents, this Strategic Plan provides a framework for strengthening the Park Avenue Area. During the implementation process the plan may be revisited, re-evaluated and additional action items may be created. In addition, the Taskforce may find the need to defer from the top six goals. The plan must be fluid, so some changes are to be expected and acceptable as long as there is strong support from the stakeholders.

The Park Avenue Area Strategic Plan demands the commitment and work of Staff, the Taskforce, Elected Officials and Stakeholders to ensure success. Through this plan, the Park Avenue Area will have guidelines from which to work over the next three years. Whenever the City is mentioned, the Taskforce is assumed to be part of the implementation process.
Based on the five goals identified, detailed Action Plans were developed that include:

**basic steps**
The basic steps are the fundamental activities necessary to achieve the goal. When these activities are accomplished, either the goal has been achieved or enough momentum exists so that the achievement can be anticipated.

**first steps**
The first steps are the initial work items required to begin accomplishing the basic steps in the plan. They launch the process and keep the momentum strong for achieving the goals.

**dates**
The dates are a proposed timeline for completion and give staff and other participant’s deadlines to ensure completion.

**implementers**
The implementers identify the organizers, those who will be counted on to take necessary steps to achieve the goal.

**work-in progress notes**
This part of the plan allows the staff to track existing work and make notes for future work.
goal 1: expand brand & increase marketing of the park avenue area

Proposed funding for year one of the plan is $60,000.

It will be important moving forward to brand and market under one umbrella rather than as individual business owners. The Park Avenue brand needs to be refined, target markets identified, and marketing plans developed. One of the most important target markets will be reaching out to the residents of Winter Park. According to the recent customer surveys completed, 70 percent of customers said they do not see Park Avenue advertised. This goal is about targeting and communicating with customers. Building off the Park Avenue reputation, existing brand and website will provide a good launching point to attract new customers.

findings

- 71.2 percent of former customers are watching/reading more sale advertising, only 29 percent see/hear any advertising from the Park Avenue Area.
- 70 percent of customers said they do not see Park Avenue advertised.
- 43 percent of former customers and 27.8 percent of existing customers regularly shopped Jacobson’s. Park Avenue Area lost its biggest advertiser when the full-service Jacobson’s closed.
- Over 86 percent of former customers think of Park Avenue as a great place to buy for special occasions. Park Avenue Area is not seen as a full-service lifestyle center.
<table>
<thead>
<tr>
<th>basic steps</th>
<th>dates</th>
<th>first steps</th>
<th>dates</th>
<th>implementers</th>
<th>work in progress &amp; notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create a brand for the Park Avenue Area</td>
<td>Jan ‘10</td>
<td>1. Find Facilitator</td>
<td>Nov ’09</td>
<td>City/Chamber</td>
<td>In process ~ working on a potential facilitator</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Create Brand (Tag Line)</td>
<td>Jan ’10</td>
<td>City/Chamber</td>
<td>Roundtable discussion on “What Park Avenue Is,” ~ tag line will be incorporated into all marketing</td>
</tr>
<tr>
<td>Assess &amp; create marketing collateral</td>
<td>Feb ‘10</td>
<td>1. Inventory of assets</td>
<td>Nov ’09</td>
<td>City/Chamber</td>
<td>Cultural, historic, retail, restaurants and events</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Develop print piece</td>
<td>Feb ’10</td>
<td>City/Chamber</td>
<td>Build off of existing Park Avenue Area Web site</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Develop Web-based/Interactive Site</td>
<td>Feb ’10</td>
<td>City/Chamber</td>
<td></td>
</tr>
<tr>
<td>Develop a targeted marketing plan</td>
<td>Mar ‘10</td>
<td>1. Identify target markets</td>
<td>Dec ’09</td>
<td>City/Chamber</td>
<td>Complete for region (listed in this plan) ~ need to complete for visitors</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Create print marketing strategy</td>
<td>Feb ’10</td>
<td>City/Chamber</td>
<td>Data of successful print media is located in the Beemer Survey(s)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Create digital marketing strategy</td>
<td>Feb ’10</td>
<td>City/Chamber</td>
<td>Free Web-based Guerilla marketing through Facebook, Twitter, Radio advertising</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Create an awareness campaign</td>
<td>Mar ’10</td>
<td>City/Chamber</td>
<td>Begin implementation of print and digital findings</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. Web site placement</td>
<td>Feb ’10</td>
<td>City</td>
<td></td>
</tr>
</tbody>
</table>
goal 2: implement a parking & wayfinding program

The city has already allocated $50,000 in funding. CRA funding is to be determined based on the action items below ~ estimation is at $100,000. No funds were allocated as part of this plan.

Customers want to be able to easily navigate through the downtown district to reach their desired destination as efficiently as possible. If visitors have a bad experience trying to park, or locating their destination, this will discourage repeat business. Establishing a Wayfinding program that creates friendly signage for pedestrians and vehicles is absolutely critical. Customer surveys and input from merchants and property owners identified this as a major issue. Creating a parking plan that addresses current parking issues such as the creation of a district-wide valet service or an employee decal program, will be critical in making Park Avenue competitive with other regional lifestyle shopping centers.

findings

❖ 51 percent of existing customers find Park Avenue inconvenient; 53 percent find parking to be a problem on the weekends, 48 percent find parking to be a problem all the time.

❖ During the public sessions merchants said parking was the biggest complaint of their current customer base.
goal 2

FDOT does not give a timeline for review ~ estimated at six weeks.

<table>
<thead>
<tr>
<th>basic steps</th>
<th>dates</th>
<th>first steps</th>
<th>dates</th>
<th>implementers</th>
<th>work in progress &amp; notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Update Parking Plan</td>
<td>Feb '10</td>
<td>1. Complete assessment of all parking in the Central Business District</td>
<td>Oct '09</td>
<td>City</td>
<td>Update existing map ~ incorporate into marketing materials</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Identify existing signage at destination</td>
<td>Dec '09</td>
<td>City</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Create and place new signage for those destinations that currently have none</td>
<td>Feb '10</td>
<td>City</td>
<td>Be sure to include directions for valet parking</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Update existing parking map noting fee and free parking</td>
<td>Dec '09</td>
<td>City</td>
<td>Be sure to incorporate directions for valet parking</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. Place information on-line, in kiosks, Chamber, City and Park Avenue Area stores</td>
<td>Dec '09</td>
<td>City/Chamber</td>
<td>Include in marketing materials</td>
</tr>
<tr>
<td>Establish Vehicular Wayfinding</td>
<td>Mar '10</td>
<td>1. Submit vehicular wayfinding to FDOT for review</td>
<td>Aug '09</td>
<td>City</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Respond to FDOT comments</td>
<td>Nov '09</td>
<td>City</td>
<td>In process</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Upon approval manufacture signs</td>
<td>Jan '10</td>
<td>City</td>
<td>Recommend city complete in-house as a cost savings ~ if not may need to go to RFP</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Place signage at the approved locations and additional locations not on state roads</td>
<td>Mar '10</td>
<td>City</td>
<td>In process ~ this will include signage to direct vehicles to the parking lots</td>
</tr>
</tbody>
</table>
FDOT does not give a timeline for review ~ estimated at six weeks.

<table>
<thead>
<tr>
<th>basic steps</th>
<th>dates</th>
<th>first steps</th>
<th>dates</th>
<th>implementers</th>
<th>work in progress &amp; notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establish Pedestrian Wayfinding</td>
<td>Jan '10</td>
<td>1. Identify potential locations</td>
<td>Nov '09</td>
<td>City</td>
<td>Work with property owners &amp; merchants to identify employee parking areas and provide decals</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Determine strategic locations for pedestrian wayfinding</td>
<td>Dec '09</td>
<td>City</td>
<td>In-process</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Upon approval manufacture signs or digital systems</td>
<td>Mar '10</td>
<td>City</td>
<td>Allows time to beta test digital systems</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Place signage at predetermined locations</td>
<td>Apr '10</td>
<td>City</td>
<td>Complete in-house if possible</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. Funding</td>
<td>Jan '10</td>
<td>City</td>
<td>Costs are built into the vehicular wayfinding system</td>
</tr>
<tr>
<td>Establish Uniform Valet Program</td>
<td>Jan '10</td>
<td>1. Assess existing valet locations</td>
<td>Nov '09</td>
<td>City</td>
<td>Numerous valet locations making it confusing for customers</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Implement an overall valet program for the Avenue</td>
<td>Jan '10</td>
<td>City/Chamber/Merchants</td>
<td>Merchants will play a major role in this process</td>
</tr>
<tr>
<td>Establish Employee Parking Program</td>
<td>Jan '10</td>
<td>1. Identify potential locations</td>
<td>Nov '09</td>
<td>City</td>
<td>Several sites have been recommended</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Create program</td>
<td>Jan '10</td>
<td>City/Chamber/Merchants</td>
<td>Work with property owners to enter into an agreement for shared parking</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Educate merchants on the program</td>
<td>Jan '10</td>
<td>City/Chamber/Merchants</td>
<td>Merchants will have to take the lead to ensure their employees are not taking valuable customer parking spaces</td>
</tr>
</tbody>
</table>
goal 3: nurture & cultivate our existing businesses; identify & recruit new businesses

No funding needed ~ this is a business partnership funded with human capital.

Working in partnership with the business community to ensure success has to be the foundation of this plan. Communication must be an ongoing process so that issues and challenges are addressed in a timely fashion and all the stakeholders are working together toward achieving the goals in the plan. Streamlining the development and permitting process has been identified as an important issue that needs to be addressed. Helping individual business owners overcome challenges needs to be the new mantra. Retention and recruitment will be the building blocks for improving the business climate.

findings

- 83 percent of existing customers want to see more diversity in the area.
- More diversity in price points ranked high both surveys.
- Seen as a special event shopping destination, not a day-to-day experience.
### Goal 3

**Basic Steps**
- Establish Recruitment Program
  - Dates: Mar '10/ Ongoing

**First Steps**
1. Identify voids in the current mixture of uses
2. Identify potential stores: anchors and specialty stores not currently found in the market
3. Recruit stores to the area
4. Create an online searchable database of vacant spaces
5. If necessary amend LDC to allow certain uses in specific areas

<table>
<thead>
<tr>
<th>Basic Steps</th>
<th>Dates</th>
<th>First Steps</th>
<th>Dates</th>
<th>Implementers</th>
<th>Work in Progress &amp; Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establish Recruitment Program</td>
<td>Mar '10/ Ongoing</td>
<td>Identify voids in the current mixture of uses</td>
<td>Aug '09</td>
<td>City</td>
<td>In process ~ some were identified as part of the Beemer surveys</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Identify potential stores: anchors and specialty stores not currently found in the market</td>
<td>Dec '09</td>
<td>City/Chamber</td>
<td>In process ~ some were identified as part of the Beemer surveys</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recruit stores to the area</td>
<td>Ongoing</td>
<td>City/Chamber/ Property Owners/ Brokers</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Create an online searchable database of vacant spaces</td>
<td>Jan '10</td>
<td>City</td>
<td>In process ~ EDAB will take the lead on this</td>
</tr>
<tr>
<td></td>
<td></td>
<td>If necessary amend LDC to allow certain uses in specific areas</td>
<td>Mar '10</td>
<td>City/Chamber</td>
<td>More flexibility needs to be allowed from Capen Avenue to Fairbanks Avenue</td>
</tr>
<tr>
<td>Nurture &amp; Cultivate Existing Businesses</td>
<td>May '10/ Ongoing</td>
<td>Streamline the processes at the City</td>
<td>May '10</td>
<td>City</td>
<td>In process ~ Sidewalk cafes, event permitting, noise ordinance and building permitting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Create programs that assist the business while spurring redevelopment</td>
<td>Ongoing</td>
<td>City/Chamber</td>
<td>In process ~ currently have Micro Loan, Business Façade and Special Event Programs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Complete exit interviews to determine why businesses are leaving the Area</td>
<td>Ongoing</td>
<td>Chamber</td>
<td>Identify and inform stakeholders of problems or issues that need to be addressed</td>
</tr>
</tbody>
</table>
### goal details

#### goal 3

<table>
<thead>
<tr>
<th>basic steps</th>
<th>dates</th>
<th>first steps</th>
<th>dates</th>
<th>implementers</th>
<th>work in progress &amp; notes</th>
</tr>
</thead>
</table>
| Diversify Business Mix | Mar ’10/Ongoing | 1. Assess current uses in the Area  
2. Provide for more diversity in price points  
3. Create targeted incentives to recruit the “missing” links to the Area  
4. Consider regulations based on percent of types of uses allowed in a defined area | Mar ’10     | City          | Document voids by business type  
This can be achieved through recruitment  
Create a suite of incentive programs  
This will assist in providing a more diverse experience |
|                      |                |                                                                              | Ongoing     | City          |                                                                                         |
|                      |                |                                                                              | Ongoing     | City/Planning |                                                                                         |
|                      |                |                                                                              | Ongoing     | City/Planning |                                                                                         |
goal 4: increase maintenance & aesthetics

Proposed funding for year one of the plan is $40,000.

Maintaining streets, sidewalks and other hardscape, while not very exciting, is a necessity of life. It does not matter how exceptional the stores and restaurants are if the streets and sidewalks are dirty and the trash receptacles are in disrepair. When customers are not looking at merchandise in a window, they are walking down the street looking at everything around them. The experience on the street needs to match the experience inside the store or restaurant. This goal addresses maintenance and aesthetics at the street level. Identifying an acceptable level of service for pressure washing the streets and maintaining other hardscape, increasing code enforcement to ensure that the street experience is uniform and not cluttered, assessing other factors that influence aesthetics and ambiance such as holiday lighting, ambient music and a Dress Up Your Window Program for vacant storefronts are the essential ingredients of this goal.

findings

- Base level of maintenance was found to be insufficient in the public input sessions and by City staff.
### goal details

#### goal 4

<table>
<thead>
<tr>
<th>basic steps</th>
<th>dates</th>
<th>first steps</th>
<th>dates</th>
<th>implementers</th>
<th>work in progress &amp; notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Establish a maintenance program</td>
<td>Mar ’10</td>
<td>1. Assess current base-level of services</td>
<td>Dec ’09</td>
<td>City</td>
<td>General fund should still be responsible for the base level of services</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Develop detailed maintenance plan</td>
<td>Mar ’10</td>
<td>City</td>
<td>Identify local vendors that can provide this service</td>
</tr>
<tr>
<td>Increase Code Enforcement</td>
<td>Ongoing</td>
<td>1. Send letters to all merchants and restaurants notifying them of the regulations</td>
<td>Sep ’09</td>
<td>City</td>
<td>Complete</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Continual Code Enforcement sweeps</td>
<td>Ongoing</td>
<td>City</td>
<td>Sweep took place on October 15; continues every month even if no complaints have been filed</td>
</tr>
<tr>
<td>Provide improved aesthetics</td>
<td>May ’10</td>
<td>1. Assess the current aesthetics</td>
<td>Oct ’09</td>
<td>City</td>
<td>In process ~ city has already started to improve the look of the area</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Determine priorities of current aesthetic</td>
<td>May ’10</td>
<td>City</td>
<td>Work with stakeholders to determine priorities, such as Holiday Lighting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Consider ambient music along the Avenue</td>
<td>May ’10</td>
<td>City</td>
<td>Only to be played at certain times ~ should not interfere with existing merchants</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Consider a year round lighting program</td>
<td>May ’10</td>
<td>City/Merchants/Property Owners</td>
<td>Develop a capital and operating budget for review and consideration</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. Create a Dress Up Your Window Program</td>
<td>Jan ’10</td>
<td>City/Property Owners</td>
<td>In process ~ assessing different programs throughout the U.S.</td>
</tr>
</tbody>
</table>
goal 5: enhance the park avenue area experience

Proposed funding for year one of the plan is $50,000. It is recommended that this funding be used for special events. The remainder of the items is funded with human capital.

The operative word for this goal is about the “experience.” The Park Avenue “experience” needs to make a lasting impression that is based on an exceptional urban environment, unique shops, outstanding restaurants and welcoming people. In order for this to happen, a connection has to be made with the customer and the place ~ something that stimulates a person’s senses and emotions, making a lasting memory. This goal focuses on creating the experience that makes a positive, lasting impression. The main action steps include reaching out to residents and encouraging them to shop Park Avenue, improving customer service, adding amenities that target specific customers, and holding strategic events that draw customers to the Park Avenue Area.

findings

- 82 percent of existing customers and 42 percent of previous customers said they would shop more if special incentives were offered
- 62 percent of existing customers support Park Avenue being shut down to vehicular traffic for evening events
- 75 percent of existing customers wanted more kid-friendly amenities and events
- 69 percent of existing customers indicated that store hours were a problem
<table>
<thead>
<tr>
<th>basic steps</th>
<th>dates</th>
<th>first steps</th>
<th>dates</th>
<th>implementers</th>
<th>work in progress &amp; notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create a Shop Local Program</td>
<td>Mar ’10</td>
<td>1. Research existing programs and develop program</td>
<td>Dec ’09</td>
<td>City/Chamber</td>
<td>In process ~ currently researching existing programs</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Implement Program</td>
<td>Mar ’10</td>
<td>City/Chamber</td>
<td>Need all merchants to be involved</td>
</tr>
<tr>
<td>Improve Customer Service</td>
<td>Oct ’10/</td>
<td>1. Develop and implement uniform store hours</td>
<td>Apr ’10</td>
<td>City/Chamber</td>
<td>Need all merchants to be involved</td>
</tr>
<tr>
<td>Ongoing</td>
<td>Ongoing</td>
<td>2. Develop better return policies on a business by business basis</td>
<td>Apr ’10</td>
<td>City/Chamber/ Merchants</td>
<td>Need all merchants to be involved</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Provide business improvement workshops</td>
<td>Ongoing</td>
<td>Chamber</td>
<td>Need all merchants to be involved; Chamber should run program Daytime workforce is potential customers to help “sell” the area In process ~ currently researching programs. Need all merchants to be involved; Chamber should run program</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Create newsletter that goes to all area businesses</td>
<td>Ongoing</td>
<td>Chamber</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>5. Create special incentives for shopping on the Avenue through cross marketing</td>
<td>Mar ’10</td>
<td>City/Chamber/ Merchants</td>
<td>Complete ~ provides for great cross marketing and partnership opportunities</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6. Create a Get to Know Your Neighbor Program</td>
<td>Ongoing</td>
<td>Chamber/Merchants</td>
<td></td>
</tr>
<tr>
<td>Add Amenities</td>
<td>Oct ’10</td>
<td>1. Activate Central Park with kid-friendly amenities</td>
<td>Oct ’10</td>
<td>City/Chamber</td>
<td>Playground that will provide families a place to go while they are shopping</td>
</tr>
<tr>
<td>Identify Existing &amp; New Targeted Events</td>
<td>Mar ’10</td>
<td>1. Assess current events for their economic impact</td>
<td>Jan ’10</td>
<td>City/Event Coordinators</td>
<td>Make part of the special event permitting process</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Consider shutting down the area on a quarterly basis for special events</td>
<td>Mar ’10</td>
<td>City/Chamber/ Event Coordinators</td>
<td>Jazz Stroll, Orchid Show, Sidewalk Sale</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Create events that cater to the targeted demographic</td>
<td>Mar ’10</td>
<td>City/Chamber/ Merchants</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Provide more kid-friendly events</td>
<td>Immediately</td>
<td>City/Chamber/ Merchants</td>
<td>Combine with existing and/or new events if it fits ~ holiday ice rink is an example</td>
</tr>
</tbody>
</table>
goal 6: create a business improvement district

It is recommended that a business improvement Taskforce be created to assist in implementing the plan and building consensus for the best funding methodology and approach for the business improvement district. There is no dedicated funding set aside for this goal. It will be funded with human capital. If funding is needed for a future action step, funding from the annual $150,000 may be used.

In order for Park Avenue to be strong and self reliant, a new funding mechanism is required to provide a reliable funding source to implement the goals addressed in the Strategic Plan. It is envisioned that a Taskforce will be created to assist the stakeholders in implementing the three year plan, which includes holding a referendum to create the Park Avenue Area Business Improvement District. If approved, the Taskforce would be dissolved and a new board created to manage the funds generated by the Business Improvement District. Many downtowns throughout Florida and the United States use Business Improvement Districts to pay for marketing, special events, transportation, parking and maintenance within a specific area.
## Goal Details

### Goal 6

<table>
<thead>
<tr>
<th>Basic Steps</th>
</tr>
</thead>
<tbody>
<tr>
<td>Create a BID Taskforce</td>
</tr>
<tr>
<td>Finalize the BID structure, geographic area and funding methodology</td>
</tr>
<tr>
<td>Establish an annual report/meeting that measures performance and details accomplishments</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>First Steps</th>
<th>Dates</th>
<th>Implementers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hold first meeting in March/April</td>
<td>Apr '09</td>
<td>City</td>
</tr>
<tr>
<td>Complete research of BID structure</td>
<td>Dec '10</td>
<td>City/Taskforce</td>
</tr>
<tr>
<td>Complete research of different funding structures and methodology</td>
<td>Mar '11</td>
<td>City/Taskforce</td>
</tr>
<tr>
<td>Analyze budget and determine funding level needed</td>
<td>Jul '11</td>
<td>City/Taskforce</td>
</tr>
<tr>
<td>Create a timeline and communication piece for business and property owners explaining BID process</td>
<td>Jan '12</td>
<td>City/Taskforce</td>
</tr>
<tr>
<td>Establish BID boundary</td>
<td>Jan '12</td>
<td>City/Taskforce</td>
</tr>
<tr>
<td>Ensure performance measures are in place and information is being gathered</td>
<td>Oct '10</td>
<td>City/Taskforce</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Work in Progress &amp; Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taskforce authority and composition approved as part of plan</td>
</tr>
<tr>
<td>Need all the merchants to be involved in making it a success</td>
</tr>
<tr>
<td>Chamber should run this program Daytime workforce are potential customers ~ and they can help “sell” the area to clients</td>
</tr>
<tr>
<td>Measuring progress of plan accomplishments may be done in conjunction with CRA Annual Report</td>
</tr>
</tbody>
</table>
Staff recommends approval of the Park Avenue Area Strategy by the Community Redevelopment Agency and during the first year establishment of the Park Avenue Area Business Improvement Distinct Taskforce:

**year 1**
Staff will allocate funding until the Park Avenue Business Improvement Taskforce in place. It is recommended that the Taskforce be made up of the following:

- One Community Redevelopment Agency Advisory Board Member.
- Two Park Avenue Area Association Members (President or appointee) ~ One member shall be an eating and/or drinking establishment.
- Two non-Park Avenue Area Association Members ~ One member shall be an eating and/or drinking establishment.
- One Winter Park Chamber Representative (President).
- Two Major Landlords (owning three or more parcels of land).
- One Smaller Landlord (owning one or two parcels of land).

**future process**
Staff recommends approval of the Park Avenue Area Strategy by the Community Redevelopment Agency and during the first year establishment of the Park Avenue Area Business Improvement Distinct Taskforce:

**year 2**
City Staff will provide professional support and recommendations to the Taskforce for approval and the Taskforce, with staff support, will begin to design the Business Improvement District Plan.

**year 3**
City Staff will provide professional support and recommendations to the Taskforce for approval. Concurrently, the Taskforce will complete the Business Improvement District Plan. Staff will take the Business Improvement Plan to a property owner referendum.

**year 4**
Contingent upon the referendum passing, the Business Improvement District will create a Board and the Taskforce will be dissolved.

**funding**

| FY 2010-2012: | $150,000 (CRA) |
| FY 2013: | To be determined ~ contingent upon the passage of the referendum and the method of assessment chosen |
The City of Winter Park would like to thank the Park Avenue Steering Committee, Community Redevelopment Agency (CRA) Advisory Board, Community Redevelopment Agency Board, and all stakeholders that participated in this project.

**steering committee**

- Susan Lawrence
  Property Owner/Real Estate Strategies
  Chair & CRA Advisory Board Member
- Tom Harris
  Park Promenade Jewelers
  Park Avenue Area Association President
- Tuni Blackwelder
  Tuni’s
- Paige Blackwelder
  Tuni’s
- Julie von Weller
  Thread
- Michael Schwartz
  Pannullo’s Italian Restaurant
- Pam Abramson
  P.J. Abramson’s, Inc.
- Baxter Mathews
  Florida Frame House
- Wanda Salerno
  Winter Park Scenic Boat Tour
- Hattie Wolfe
  Property Owner/Wolfe-Rizor Interiors
- Aimee Hitchner
  Ginger
- Catherine Hinman
  Charles Hosmer Morse Museum of American Art
- Kyle Taylor
  The Observer
- Mark Johnson
  Professor of Marketing & Ethics/Rollins College
- Margie Varnie
  Interiors WP
- Woody Woodall
  Property Owner
cra advisory board

- Hal George, Chair
- Scott Callahan
- Denise Chatman
- John Dowd
- Susan Lawrence
- Ernest Manning
- Phyllis Moore
- Beverlye Neal

cra board

- Kenneth W. Bradley, Mayor & Chair
- Karen Diebel, Vice Mayor
- Phil Anderson, Commissioner
- Margie Bridges, Commissioner
- Beth Dillaha, Commissioner
- Stan Roberts, Orange County Representative

support staff

- Sherry Gutch, Project Manager & Community Redevelopment Director
- Peter Moore
  Assistant Community Redevelopment Director
- Randy Knight, City Manager
- Michelle del Valle, Assistant City Manager
- Patrick Chapin
  Winter Park Chamber of Commerce President
- Debra Hendrickson
  Winter Park Chamber of Commerce Vice President
addendums

executive summary
study 1
EXECUTIVE SUMMARY

PURPOSE:

This research looks at the challenges facing Park Avenue retailers. Specifically, this study investigated the following areas of concern:

- Frequency of Consumer Shopping
- Park Avenue Shopping
- Park Avenue Restaurants
- Most Likely Shopped Retail Categories
- Advertising
- Most Influential Advertising Media
SPECIFIC POINTS

1. Where are they shopping now

We asked these consumers to tell us which store they shop now for the items they once purchased on Park Avenue and gave them two chances to respond. According to the survey results, JCPenney had the highest combined shopping response of 19.8% and Sears was in second place with a combined shopping response of 18.2%.

2. Why did they leave

According to our study, 19.8% said they are “trying to pay off bills/cut down on spending” is why they no longer shop on Park Avenue. In addition, 15.6% said “concerned about the economy” and 15.0% said they are “only buying the basics today” are reasons for no longer shopping on Park Avenue.

3. What can Park Avenue retailers do to get them back

Over two in five said a 10% off coupon in the mail from Park Avenue retailers would motivate them to return to Park Avenue to shop.

4. How many are advertising driven

The qualified aggregate results reveal that 71.2% of these consumers said they are purposely watching or reading more advertising today in order to see what is on sale.

5. Where do they go for retail advertising

Forty-two percent (42.4%) said they go to the inserts in the newspaper first when they think about advertising by stores.
6. **Which stores did they shop**

We asked these consumers to tell us which stores they shopped and bought at previously on Park Avenue and gave them three chances to respond. The results show that Jacobson’s Department Store received the highest total response of 27.6%, while Ann Taylor had a total response of 16.0% and Lucky Brand received a total response of 14.6%.

7. **How was the store buying experience**

Fifty-nine percent of these consumers said they feel they got very similar treatment from the people working in the Park Avenue stores as they do from the stores they shop at today. About three in ten said they feel the people working in the stores were stand-offish because they might not be spending that much money.

8. **How many left due to an unpleasant shopping experience**

Eighteen percent of these consumers said they had a poor shopping experience on Park Avenue. Of this group, 23.3% said that poor shopping experience had a great deal of influence on them to not shop on Park Avenue again.

9. **What type store would they like to see open on Park Avenue**

We asked these consumers to tell us which retail category they would shop at on Park Avenue if it opened there. According to our research “moderately priced casual women’s apparel” had the highest response of 36.0% as the retail store they would “most definitely shop.” A “neighborhood drug store with a soda fountain” placed second with a response of 21.0% as the retail store they would “most definitely shop.” A “bookstore” placed third with a “most definitely shop” response of 20.6% and a “moderately priced men’s clothing store” was close behind with a response of 19.6% as the retail store they would “most definitely shop.”

10. **How important are restaurants to their shopping**

The qualified aggregate results reveal that 40.0% of the people we interviewed said they have dined at the restaurants on Park Avenue even though they don’t shop there. Of this group, 35.5% said they eat at a restaurant on Park Avenue once every two months.
11. **How many have seen their favorite restaurant or store close**

Of those who have eaten at the restaurants on Park Avenue, 46.3% said some of the restaurants on Park Avenue that they used to eat at closed.

12. **What are the key issues they need to address to improve shopping levels**

The stores must raise their store customer service levels since 59% say they received treatment similar to where they normally go to shop.

Nearly 30% (29.2%) said store employees were stand-offish because they were not sure how much these shoppers would spend.

Of these shoppers, 71.6% have never received a call or thank you note for their purchases from Park Avenue retailers.

A poor shopping experience rating of 18% is three times more than is acceptable, so these stores need to review their store return policies since “difficult to return/not accept returns” is 39% of them rating this as unacceptable.

Amazingly, 42% would return to shop at Park Avenue after receiving a 10% discount coupon.
PROCEDURE

The data obtained in this study was by telephone interviews of a qualified sample in the Orlando area (N=500), with location samples in: Casselberry/Altamonte Springs/Maitland (N=110), Heathrow/Lake Mary/Longwood (N=102), Winter Park (N=91), Orlando/Belle Isle (N=91), Orlando (N=56) and Orlando/Windermere (N=50). The qualified sample was selected by random digit procedure insuring construction of a probability sample. A copy of the questionnaire used in this survey is included in this report. Detailed findings as well as computer cross-tabulations of the responses obtained to each question by selected demographic characteristics are also provided.

The survey began on March 11, 2009 and concluded on March 16, 2009.
KEY OBSERVATION FINDINGS

1. The Casselberry/Altamonte Springs/Maitland region consists of 110 qualified consumers in the following zip codes: 32707, 32714 and 32751.

2. The Heathrow/Lake Mary/Longwood region consists of 102 qualified consumers in the following zip codes: 32746, 32750 and 32779.

3. The Winter Park region consists of 91 qualified consumers in the following zip codes: 32789 and 32792.

4. The Orlando/Belle Isle region consists of 91 qualified consumers in the following zip codes: 32801, 32806 and 32812.

5. The Orlando region consists of 50 qualified consumers in the following zip codes: 32803 and 32804.

6. The Orlando/Windermere region consists of 56 qualified consumers in the following zip codes: 32819 and 34786.

7. This is a qualified study of consumers who have not shopped on Park Avenue in Winter Park in the last year or so, but did shop there more than once a year in the last five years.

8. Four in nine shopped on Park Avenue two to three times a year.

9. On average, consumers shopped on Park Avenue 4.3 times a year.

10. Men’s apparel has a total response of 21.4%.

11. Home accessories has a total response of 15.8%.

12. Shoes has a total response of 15.4%.

13. Women’s shoes has a total response of 14.6%.

14. Linens has a total response of 12.8%.

15. Purses/handbags has a total response of 12.6%.
16. Perfume/cologne has a total response of 12.4%.

17. Nearly one in five said “great place to buy gifts” is what they like most about shopping on Park Avenue.

18. Nearly one in five said “exceptional quality” is what they like most about shopping on Park Avenue.

19. One in five said they are “trying to pay off bills/cut down on spending” is why they no longer shop on Park Avenue.

20. One in two said they shopped and ate when they shopped on Park Avenue.

21. Over three in four said the stores they like to shop are still open on Park Avenue.

22. One in eight first mentioned they now shop at JCPenney for items they once purchased on Park Avenue.

23. One in ten first mentioned they now shop at Sears for items they once purchased on Park Avenue.

24. One in eleven first mentioned they now shop at Kohl’s for items they once purchased on Park Avenue.

25. JCPenney has a total response of 19.8%.

26. Sears has a total response of 18.2%.

27. Kohl’s has a total response of 17.6%.

28. Target has a total response of 15.4%.

29. Macy’s has a total response of 14.2%.

30. Two in five said they attend the Winter Park Art Festival most years.

31. Two in five said they visit the Morse Museum on Park Avenue.

32. Only two in five said they continue to dine today at the restaurants on Park Avenue.
33. Of those who continue to dine today at the restaurants on Park Avenue, over one in three said they eat once every two months at these restaurants.

34. On average, consumers said they eat about once per month at these restaurants.

35. Of those who do not dine today at the restaurants on Park Avenue, nearly two in three said they once ate at the restaurants on Park Avenue.

36. Of those who have dined at the restaurants on Park Avenue, four in nine said some of the restaurants on Park Avenue have closed.

37. Nearly one in five said they have had a poor shopping experience on Park Avenue.

38. Of those who have had a poor shopping experience on Park Avenue, nearly two in five said the store “made it difficult to return item” or “wouldn’t accept a return” is what happened.

39. Of those who have had a poor shopping experience on Park Avenue, seven in eight said that particular shopping experience had “some” or “a great deal” to do with them not shopping on Park Avenue again.

40. One in ten said they would buy “home accessories” if they were to shop on Park Avenue again.

41. One in ten said they would buy “men’s apparel” if they were to shop on Park Avenue again.

42. Over two in five said this economy has affected them and their family’s shopping “a great deal” on Park Avenue.

43. Nearly four in five said they have further reduced their spending in the last 6-12 months.

44. Of those who further reduced their spending in the last 6-12 months, four in five said they are going to different stores selling lower priced merchandise.

45. Five in nine said they regularly shopped at Jacobson’s Department Store.
46. Three in four Jacobson’s Department Store’s former shoppers said they have reduced their overall shopping on Park Avenue due to Jacobson’s Department Store closing.

47. Four in five said they try to shop at stores where they can get the best deal.

48. Over one in two said they feel the stores remaining on Park Avenue are the more expensive ones.

49. Over three in five said they can’t afford to shop on Park Avenue today.

50. Nearly one in two said they think of “a collection of high-end stores” when they think of Park Avenue.

51. Nearly two in three said they see a time when they will shop again on Park Avenue.

52. Of those who see a time when they will shop again on Park Avenue, nearly one in two said it will be sometime this year.

53. Five in nine said they consider Park Avenue to be a combination retail/restaurant area.

54. Nearly one in five first mentioned Jacobson’s Department Store as a store they shopped and bought at previously.

55. Jacobson’s Department Store had a total shopping response of 27.6%.

56. Ann Taylor had a total shopping response of 16.0%.

57. Siegels Clothing Company had a total shopping response of 9.4%.

58. Bebe’s had a total shopping response of 11.4%.

59. Over one in three said they would “most definitely shop” at a “moderately priced casual women’s apparel” store on Park Avenue.

60. One in five said they would “most definitely shop” at a “neighborhood drug store with a soda fountain” on Park Avenue.
61. One in five said they would “most definitely shop” at a “bookstore” on Park Avenue.

62. One in five said they would “most definitely shop” at a “moderately priced men’s clothing store” on Park Avenue.

63. One in sixteen said they would “most definitely shop” at a “Monkey Jo’s/My Gym/Mommy & Me–a kids fitness and fun class store” on Park Avenue.

64. One in seven said “low prices” would motivate them to shop at retailers on Park Avenue in the future.

65. One in eight said “good sale prices” would motivate them to shop at retailers on Park Avenue in the future.

66. Four in nine said they think of the stores on Park Avenue as stores for clothes for special events.

67. Three in ten said a “nice gift for a wedding” is an event that would motivate them to shop on Park Avenue.

68. Only one in five said the lack of nearby parking “very much” affects their shopping on Park Avenue.

69. Over two in five said a 10% off coupon in the mail from Park Avenue retailers would motivate them to return to Park Avenue to shop.

70. Four in nine said they prefer more new stores selling items other than apparel on Park Avenue.

71. Only two in five said they feel the people working in the Park Avenue stores truly cared about them.

72. Three in ten said they feel the people working in the stores were stand-offish because they might not be spending that much money.

73. One in nine said someone from a Park Avenue store called and sent them a thank you note for their business.

74. Over seven in ten said nobody from a Park Avenue store called or sent them a thank you note for their business.
75. Over nine in ten said they feel they got a good value for their money considering the price they paid and the quality they got in return.

76. Nineteen in twenty said they feel the stores they shopped had the latest fashion or styles they wanted to buy.

77. Nineteen in twenty said they feel the stores on Park Avenue carry the merchandise for people in their age group.

78. Seven in ten said they are purposely watching or reading more advertising today in order to see what is on sale.

79. Of those who are purposely watching or reading more advertising today in order to see what is on sale, four in five said they primarily only buy those items on sale.

80. Four in nine said they only shop at stores after seeing or hearing their advertising today.

81. Only three in ten said they have seen or heard advertising from the stores on Park Avenue in Winter Park.

82. Of those who have not seen or heard advertising from the stores on Park Avenue in Winter Park, one in five said not seeing their advertising is why they don’t shop there.

83. Of those who have seen or heard advertising from the stores on Park Avenue in Winter Park, three in five said they saw that advertising in the newspaper.

84. Of those who have seen or heard advertising from the stores on Park Avenue in Winter Park, one in eight said they saw The Gap’s advertising.

85. Pottery Barn has a total advertising response of 14.4%.

86. The Gap has a total advertising response of 13.8%.

87. William Sonoma has a total advertising response of 10.4%.

88. Bebe’s has a total advertising response of 9.0%.
89. Over one in three said they look for “the size of the discount like 50% off” first when they watch store advertising.

90. One in four said they look for a “store wide sale event” first when they watch store advertising.

91. Over two in five said they go first to inserts in the newspaper when they think about advertising by stores.

92. One in four said they are very loyal or loyal to a particular store.

93. Over one in three said they are very loyal or loyal to a particular brand.

94. One in five said they are a good quality buyer.

95. Over three in five said they are a better quality buyer.

96. One in six said they are best quality buyers.

97. One in two said go back to the store where they had a great store experience.

98. Over one in three said they usually just browse to see what is in the store when they shop.

99. Of those who said TV is the most influential to their buying decisions, over one in three said they have cable.

100. Of those who have cable or satellite, one in ten first mentioned ABC is the channel they watch most often.

101. Lifetime has a total viewer response of 28.3%.

102. USA Network has a total viewer response of 21.8%.

103. CBS has a total viewer response of 19.8%.

104. ABC has a total viewer response of 19.1%.

105. CNN has a total viewer response of 17.6%.
106. Fox News has a total viewer response of 16.8%.

107. ESPN has a total viewer response of 15.3%.

108. MSNBC has a total viewer response of 13.1%.

109. NBC has a total viewer response of 9.1%.

110. Of those who have children, over seven in ten said they would “not likely use” a day care for 2-3 hours so they can have time to shop or have lunch by themselves or with friends on Park Avenue if it opened there.
addendums

executive summary
study 2
EXECUTIVE SUMMARY

PURPOSE:

This research looks at the challenges facing the Park Avenue area retailers. Specifically, this study investigated the following areas of concern:

- Frequency of Consumer Shopping in Various Areas
- Park Avenue Area Shopping
- Park Avenue Area Restaurants
- Stores Shopped Most Often
- Adding New Stores
- Advertising
- Most Influential Advertising Media
SPECIFIC POINTS

1. **What items do they buy in the Park Avenue area**

   We asked these consumers to tell us what items they buy in the Park Avenue area and gave them three chances to respond. According to the survey results, home accessories had the highest total response of 22.2%, while casual tops was in second place with a total response of 18.4% and jeans had a total response of 17.8%.

2. **How often do they shop Baldwin Park**

   According to our study, 24.4% of the consumers we surveyed said they shop Baldwin Park less than once a year and 22.2% said they shop that area three times a year. Consumers shop Baldwin Park an average of 3.3 times a year.

3. **How often do they shop Mall of Millenia**

   The qualified aggregate results show that 28.2% of the consumers in our research said they shop Mall of Millenia four to six times a year and 25.4% said they shop that area three times a year. On average, consumers shop Mall of Millenia 4.3 times a year.

4. **How often do they go to the Morse Museum on Park Avenue**

   According to our study, 48.4% of the consumers we surveyed said they go to the Morse Museum less than once a year and 27.0% said they go to that museum once a year. Consumers go to the Morse Museum an average of 1.4 times a year.

5. **How many are advertising driven**

   The qualified aggregate results reveal that 67.2% of these consumers said they are purposely watching or reading more advertising today in order to see what is on sale.
6. **Where do they go for retail advertising**

Twenty-five percent (24.6%) said they go to the offers in their mailbox first when they think about advertising by stores.

7. **Which restaurants do they eat at most often**

We asked these consumers to tell us at which Park Avenue/Hannibal Square area restaurants they eat most often. The results show that Park Avenue Pizza received the highest total response of 21.4%, while Panera had a total response of 18.4% and Dexters received a total response of 14.8%.

8. **How was the store buying experience**

Sixty-four percent of these consumers said they feel they get very similar treatment from the people working in the Park Avenue stores as they do from other stores they shop today. About one-third said they feel the people working in the Park Avenue stores were stand-offish because they might not be spending that much money.

9. **How many left due to an unpleasant shopping experience**

Twenty-nine percent of these consumers said they had a poor shopping experience on Park Avenue. Of this group, 32.9% said they “made it difficult to return item” is what happened.

10. **What type store would they like to see open in the Park Avenue area**

We asked these consumers to tell us which type of new store they would like to see added to the Park Avenue area. According to our research “stores selling items not sold in the Park Avenue area currently” had the highest response of 83.0% as the type of new store they would like to see added to the Park Avenue area. “More apparel stores, but priced lower” placed second with a response of 78.8% and “larger stores selling lower priced items” placed third with a response of 67.6% as the type of new store these consumers would like to see added to the Park Avenue area.
11. **What new store could fit in the Park Avenue area**

We asked these consumers to tell us which new stores could fit in the Park Avenue area. According to our research “an upscale grocery store like Fresh Market” had the highest response of 63.2% as a new store they could fit in the Park Avenue area. “A tween store like American Eagle” placed second with a response of 62.0% and “a toy store like Learning Tree” placed third with a response of 61.4% as the new store these consumers said could fit in the Park Avenue area.

12. **How important are restaurants to their shopping**

The qualified aggregate results reveal that 25.8% of the people we interviewed said they have eaten at a restaurant in the Park Avenue area once a month. In addition, 24.0% said they variety of restaurants in the Park Avenue area “very much” motivates them to shop in that same area.

13. **What are the key issues they need to address to improve shopping levels**

A coupon book with special offers, discounts should be priority #1.

Store returns are a “big problem” for your best customers -- fix it or you will lose more and more over time.

Stores need to decide on uniform times to open and close -- with 9:00 p.m. recommended for closing Monday through Saturday and opening at 9:00 a.m. Monday through Saturday.

Your post-purchase follow-up is incredibly bad and that has cost you much more than you will ever know.

Your store experience is too judgmental and not genuine, you need caring employees!

No dogs in Central Park but a carousel/playground should be a home run.

Weekend events are preferred, but well planned evening events could also work to bring back shoppers.
You lose evening business with dinner buyers not finding stores open when they finish dinner.

More moderate priced stores are needed and ideally stores selling products not currently sold on Park Avenue.

Closing Park Avenue to traffic for special events is definitely recommended.
PROCEDURE

The data obtained in this study was by telephone interviews of a qualified sample in the Orlando area (N=500), with location samples in: Casselberry/Altamonte Springs/Maitland (N=111), Heathrow/Lake Mary/Longwood (N=102), Winter Park (N=90), Orlando/Belle Isle (N=90), Orlando (N=52) and Orlando/Windermere (N=55). The qualified sample was selected by random digit procedure insuring construction of a probability sample. A copy of the questionnaire used in this survey is included in this report. Detailed findings as well as computer cross-tabulations of the responses obtained to each question by selected demographic characteristics are also provided.

The survey began on May 18, 2009 and concluded on May 26, 2009.
KEY OBSERVATION FINDINGS

1. The Casselberry/Altamonte Springs/Maitland region consists of 111 qualified consumers in the following zip codes: 32707, 32714 and 32751.

2. The Heathrow/Lake Mary/Longwood region consists of 102 qualified consumers in the following zip codes: 32746, 32750 and 32779.

3. The Winter Park region consists of 90 qualified consumers in the following zip codes: 32789 and 32792.

4. The Orlando/Belle Isle region consists of 90 qualified consumers in the following zip codes: 32801, 32806 and 32812.

5. The Orlando region consists of 52 qualified consumers in the following zip codes: 32803 and 32804.

6. The Orlando/Windermere region consists of 55 qualified consumers in the following zip codes: 32819 and 34786.

7. This is a qualified study of consumers who have shopped in the Park Avenue area of Winter Park more than three times each year.

8. One in three shopped in the Park Avenue area three times a year.

9. On average, consumers shopped in the Park Avenue area 5.8 times a year.

10. Home accessories has a total response of 22.2%.

11. Casual tops has a total response of 18.4%.

12. Jeans has a total response of 17.8%.

13. Shoes has a total response of 16.6%.

14. Men’s apparel has a total response of 16.0%.

15. One in seven said “exceptional quality” is what they like most about shopping the Park Avenue area.
16. One in four said “fashionable” is how they describe the Park Avenue area.

17. Nine in ten said the Park Avenue area stores are as fashion forward and carry the latest styles today as much as they were years ago.

18. Only one in eight said they shop in the Park Avenue area with nothing in mind a lot of the time and just go to browse.

19. Over seven in ten said they almost always find what they are looking for sold by a Park Avenue area store.

20. Nearly three in ten said they shop in the Park Avenue area less today than 3-5 years ago.

21. Of those who said they shop in the Park Avenue area less today than 3-5 years ago, three in ten said they are shopping at Mall of Millenia for items previously bought from Park Avenue area stores.

22. Of those who said they shop in the Park Avenue area less today than 3-5 years ago, three in ten said “trying to pay off bills/cut down on spending” or “favorite store is closed” is why they are going there less often.

23. Only one in four said they are “very well” acquainted with the variety of stores and restaurants in the Park Avenue area.

24. Only one in nine said they are “very well” acquainted with the variety of stores and restaurants in Hannibal Square.

25. Three in five said they shop stores over many blocks when they shop for an item in the Park Avenue area.

26. Only one in eight said they shop Baldwin Park seven or more times a year.

27. On average, consumers shop Baldwin Park 3.3 times a year.

28. Only one in five said they shop Mall of Millenia seven times or more a year.

29. On average, consumers shop Mall of Millenia 4.3 times a year.

30. Over one in five said they shop other stores that sell the same items as the stores in the Park Avenue area seven times or more a year.
31. On average, consumers shop other stores similar to Park Avenue area stores 4.5
times a year.

32. Under one in two said they attend the Winter Park Art Festival most years.

33. Only one in seven said they go to the Farmer’s Market on Saturday in Winter
Park nearly every Saturday.

34. Four in nine said they typically stay away during those high traffic events like
the Winter Park Art Festival.

35. Three in five said they would shop in the Park Avenue area more if they had
more evening or weekend events.

36. Three in four said they go to the Morse Museum on Park Avenue once a year
or less.

37. On average, consumers go to the Morse Museum on Park Avenue 1.4 times a
year.

38. Only one in four said the existing stores in the Park Avenue area are poorer
than the stores 3-5 years ago.

39. Of those who said the existing stores in the Park Avenue area are poorer than
the stores 3-5 years ago, two in five said “not as many stores” is why they are
not as good today.

40. Three in ten said they eat at a restaurant in the Park Avenue area once a month
or less.

41. On average, consumers eat at a restaurant in the Park Avenue area 2.1 times
during a typical month.

42. Three in ten said they have had a poor shopping experience in the Park Avenue
area.

43. Of those who have had a poor shopping experience in the Park Avenue area,
one in two said they “made it difficult to return item” or “wouldn’t accept
return” is what happened.

44. Nearly one in four said they have had problems returning a purchase from a
Park Avenue area store.
45. Seven in ten said they regularly shopped at Jacobson’s Department Store.

46. Two in five Jacobson’s Department Store’s former shoppers said they have reduced their overall shopping on Park Avenue due to Jacobson’s Department Store closing.

47. Over one in two said they try to shop at stores where they can get the best deal.

48. Seven in ten said they feel the store hours are convenient to their preferred times to shop.

49. Of those who feel the store hours are not convenient to their preferred times to shop, two in five said “all open at the same time” is what they would like to see changed.

50. Two in five said they feel the stores should stay open until either 8:00 p.m. or 9:00 p.m. Monday through Saturday.

51. Three in five said they feel the stores should open at 9:00 a.m. Monday through Saturday.

52. Over one in five said it bothers them “a great deal” that stores in the Park Avenue area open at different times, close at different times, open on Sunday or are closed on Sunday.

53. One in two said they have gone somewhere else “a few times a year” after finding a Park Avenue area store closed.

54. Six in seven said they consider the Park Avenue area to be a combination retail/restaurant area.

55. One in four said the variety of restaurants in the Park Avenue area motivates them “very much” to shop in the Park Avenue area.

56. One in ten first mentioned Panera as a Park Avenue/Hannibal Square area restaurant where they eat most often.

57. Park Avenue Pizza had a total response of 21.4%.

58. Panera had a total response of 18.4%.
59. Dexters had a total response of 14.8%.

60. Over three in five said they eat at a particular restaurant in the Park Avenue/Hannibal Square area more for lunch.

61. Four in nine said they usually shop before they eat lunch in the Park Avenue area.

62. Three in five said they usually shop before they eat dinner in the Park Avenue area.

63. Of those who usually shop after they eat dinner in the Park Avenue area, nine in ten said it is difficult to find stores open later in the evening.

64. Over three in four said they normally go to a number of stores during a typical shopping trip.

65. Two in five said they go to the Park Avenue area to just browse.

66. Three in five said they normally have an item in mind when they go to the Park Avenue area.

67. One in nine first mentioned they shop most often at Talbot’s.

68. Talbot’s had a total shopping response of 26.8%.

69. The Gap had a total shopping response of 18.0%.

70. Pottery Barn had a total shopping response of 17.8%.

71. One in seven said the lack of nearby parking “very much” affects their shopping in the Park Avenue area.

72. Over one in two said they find parking to be a problem in the Park Avenue area on the weekend.

73. Over one in two said the parking in the Park Avenue area is inconvenient.

74. Only about one in three said they feel the people working in the Park Avenue area stores truly care about them.
75. One in three said they feel the people working in the stores are stand-offish because they might not be spending that much money.

76. Over three in five said no one from a Park Avenue area store called or sent them a thank you note for their business.

77. Over three in five said they would like a carousel to be added for entertaining younger children in Central Park on Park Avenue.

78. Over three in five said they would like to keep the dogs out so it is cleaner in Central Park on Park Avenue.

79. Nearly two in three said they would like to see a playground added to Central Park on Park Avenue.

80. Over one in three said they have gone to a Popcorn Flick on the 3rd Thursday evening of each month.

81. Only one in fifty said the sidewalk dining with tables outside “very much” bothers them as a shopper in the Park Avenue area.

82. Four in five said they would like to shop for more items in the Park Avenue area if they were sold by stores there.

83. Nearly four in five said they would like to see “more apparel stores, but price lower” added in the Park Avenue area.

84. Over four in five said they would like to see “stores selling items not sold in the Park Avenue area currently” added to the Park Avenue area.

85. Two in three said they would like to see “larger stores selling lower priced items” added in the Park Avenue area.

86. Three in five said they would like to see “more restaurants” added in the Park Avenue area.

87. Two in three said they would like to see “an affordable family dining restaurant” added in the Park Avenue area.

88. Three in five said they would like to see “a deli-style restaurant like Toojays” added in the Park Avenue area.
89. One in two said they would like to see a store like Mommy & Me open in the Park Avenue area.

90. Three in five said they would like to see a store like Learning Tree open in the Park Avenue area.

91. Over three in five said they would like to see a store like American Eagle open in the Park Avenue area.

92. Over five in nine said they would like to see a store like Claires open in the Park Avenue area.

93. Over three in five said they would like to see an upscale grocery store like Fresh Market open in the Park Avenue area.

94. Three in five said they would like to see a store like TJ Maxx/ Marshalls open in the Park Avenue area.

95. Five in nine said they would like to see a meat market like Petty’s open in the Park Avenue area.

96. Three in five said they would like to see a store like Stein Mart open in the Park Avenue area.

97. Three in four said more families with kids coming to the Park Avenue area would be a positive to them when they go to shop there.

98. Over three in five said closing Park Avenue to vehicular traffic for some evening events would motivate them to shop in the Park Avenue area more on those evenings.

99. Of those who said closing Park Avenue to vehicular traffic for some evening events would not motivate them to shop in the Park Avenue area more on those evenings, two in five said “can’t shop during the evening” is why they would be less likely to shop there on those evenings when Park Avenue is closed.

100. Three in ten said the Holiday Parade motivates them the most to go there to participate and shop before or after the event.
101. Over four in five said they would go to store they don’t currently shop if they received a small book in the mail like those Entertainment books full of coupons from stores in the Park Avenue area or Hannibal Square.

102. Four in five said a message like “shop local–they need your business” would be the kind of message that would motivate them to shop in the Park Avenue area.

103. Two in three said they are purposely watching or reading more advertising today in order to see what is on sale.

104. Of those who are purposely watching or reading more advertising today in order to see what is on sale, over one in two said they are primarily only buying those items on sale.

105. Only one in three said they are only shopping at stores after seeing or hearing their advertising.

106. Three in four said they see or hear advertising from the stores in the Park Avenue area in Winter Park.

107. Over one in four said they get a private customer sale mailer from stores in the Park Avenue area once a month.

108. Over three in five said they would most prefer to be contacted after they leave the store by letter.

109. One in four said they go first to offers in their mailbox or ads in the newspaper when they think about advertising by stores.

110. Three in ten said they are “very loyal” or “loyal” to a particular store.

111. One in two said they buy better quality goods.

112. One in two said they go back to where they have had a great store experience.

113. Over two in five said their typical shopping behavior is to just browse to see what is in the store.
114. Among those with children, two in three said it is easy to have their children with them when shopping on Park Avenue.

115. Of those who have children, one in two said they would “not likely” use a day care for 2-3 hours so they can have time to shop or have lunch by themselves or with friends on Park Avenue if it opened there.
addendums

park avenue/hannibal square merchants survey
Community Redevelopment Department (CRD)
Park Ave. / Hannibal Square Merchant Survey

On January 6 and 7, 2009, the CRD hand delivered 120 surveys to all merchants along Park Avenue and Hannibal Square regarding the numerous events hosted by the city in an effort to gage the impact these special events have on our local merchants. Just under fifty percent of merchants responded to questions which included:

- Business name and location
- Years in operation
- How could events be improved
- Which events were beneficial and which were not
- How business is affected by special events
- What type of events would they like to see

Findings:
• Over ninety percent of responses were positive regarding the city’s special events and would like to see more events
• 10+ years average tenure of operation, with all respondents either retail or restaurants
• The number one event is the art festival, due to its large size, spread out venue, and mix of people it attracts, the second being the film events and the Christmas events.
• Twenty-five percent of merchants would like to see higher class events that bring high end visitors and fewer families.
• Eighty percent of merchants feel events do bring an increase in sales to local merchants for that day as well as an increase in shoppers, and window shoppers.
• Over ninety percent of merchants feel that events keep regular local customers away for that day due to the lack of parking and large number of crowds.
• Location of events is a concern with merchants in Hannibal Square complaining about events focusing primarily on Park Avenue and with Park Avenue merchants on the north and south sides complaining about events primarily happening in the middle of the avenue.
• Over eighty percent of merchants feel that the city needs to increase advertising about events, perhaps implementing a joint advertising effort between the city and the merchants.
• A majority of merchants would like to see a quarterly notice to all merchants providing information on upcoming events.
• The merchants’ number one concern is parking, with closing Park Avenue as second.

Summary:
The results support the continuation and expansion of special events to support local merchants. There are also many opportunities for the city to work with the business community regarding notice and advertisement of events.
CITY OF WINTER PARK
COMMUNITY REDEVELOPMENT AGENCY BOARD

ITEM (3C): W. Morse Blvd Streetscape- decorative lighting improvements

DATE: November 9th, 2009

ACTION REQUESTED:
Approval of $267,000 for the decorative lighting improvements to W. Morse Blvd. Streetscape and approval of an additional $17,000 to cover the potential gap in funding between the cost to repave the blvd and the stimulus grant monies received from FDOT. (Public Works is currently working to see if the grant funding can be increased to cover the gap. If so, the additional $17,000 will not be needed. Staff should have a final answer on this issue prior to this meeting date and will update the Board accordingly.)

(This item was approved by the CRA Advisory Board on Oct 29th.)

KEY ELEMENTS/FACTS IMPACTING DECISION:
The City received a stimulus grant to resurface Morse Blvd from 17/92 to the RR tracks. In conjunction with the resurfacing the Water department will be making infrastructure improvements within the right-of-way to the utility. In recent years the CRA Advisory Board and Agency has pursued the practice of providing additional funding to street improvement projects in an effort to limit the frequency that traffic areas are under construction and to make better use of resources by making all improvements at one time. Staff has been approached by Public Works to consider the possibility of adding decorative lighting, undergrounding of electric, and landscaping improvements to the area. Staff is currently working with each department to determine the total budget required for each of these areas of improvement.

The Water Utility is currently making improvements to the corridor and there are synergies involved with going ahead and laying the conduit for the decorative lighting at this time. In order to take advantage of the Water Utility's existing work, the CRA would need to allocate the appropriate amount of funding to this streetscape project so that the decorative lights can be purchased and the conduit and wire placed. This improvement will remove much of the wiring that is currently visible running parallel with the street as almost all of the wiring is to power the existing light poles.
The decorative teardrop lighting plan is attached and will involve the purchase of 34 double headed style lights placed in the medians to more efficiently light both sides of the street and to keep with the character of lighting planned for installation on the east side of Morse Blvd with the CRA Streetscape that was already approved to run from Park Ave to Interlachen. These lighting improvements will be the latest LED technology and result in the removal of many overhead wires associated with the existing lighting scheme creating a much more fitting ambiance into this historic gateway of Winter Park. The decorative lighting poles will also alternate the inclusion of banner arms and flower baskets.

Additionally the Public Works Dept has asked that the CRA consider funding the potential gap between the cost to repave Morse Blvd and the grant money received for the project. The lowest bid on the project came out to be $17,000 more than the grant money awarded to complete the project. Currently the Public Works Dept is asking the FDOT to consider increasing their grant award to cover this gap however in the event that this increase is not approved, additional funding will be needed. This dollar amount is not outside the range of possibility for the CRA to fund and it is staff’s recommendation that this additional funding be included.

We are currently working with the electric utility on undergrounding options at the major intersections along Morse. Once staff has a menu of underground options available, they will be presented to the Board for their consideration along with landscape improvement plans to reserve funding. Overall staff is estimating that the total cost of the W. Morse Streetscape will be approximately $400,000 - $450,000 depending upon the scope of undergrounding. Streetscape improvements like the one proposed and the ones previously completed on Orange, Webster, and Pennsylvania have greatly enhanced the character of the CRA district and support Goal #2 of the CRA Strategic Plan- Streetscape Improvements.

ALTERNATIVES CONSIDERED:
Alternatives would be to consider encumbering the entire estimated project cost of $400,000 however this would only be an estimate as final figures are not available on undergrounding and landscaping.

The Board could also delay funding this project but could cause some cost inefficiencies involved by not taking advantage of the work of other departments.

BUDGET ALLOCATION:
The estimated cost to complete the decorative lighting portion of the streetscape is $267,000 comprised of the purchase of 34 decorative lights and conduit and wire.

Decorative double headed poles and fixtures- 34 @ $5,500 = $187,000
Install conduit, wire and foundations- 4,000 ft @ $20/ft = $80,000
Total estimated cost of $267,000

The gap in grant funding totals $17,000, bringing the total project allocation for approval to $284,000.

The entire project, taking into account electric undergrounding and landscaping, is estimated at $400K - $450K depending upon the scope of undergrounding approved. Below is an outline of project funding proposed for FY2010 and the impact that funding the W. Morse Streetscape will have on cash reserves available for projects.

Estimated total funding available for projects: $1,350,000
Funding already allocated in FY2010 Budget: -$200,000

Potential Projects to be funded this Fiscal Year:
Additional Funding to Business Façade (on agenda) -$100,000
Park Avenue Area Strategic Plan (on agenda) -$150,000
Wayfinding (estimate) -$100,000
**W. Morse Blvd Streetscape (on agenda)** -$400,000 ($284K req. now)
Remaining Funds $400,000

It is staff’s recommendation that the allocation of $284,000 be made for the decorative lighting component of the W. Morse Streetscape with the expectation that a further request to complete the remainder of the project will follow in Jan 2010. If FDOT raises the grant award and the additional $17,000 is not needed immediately, the excess funding will just reduce the amount allocated in the future once the final costs for the other components are completed. Funding for this streetscape will still leave the CRA with $400,000 in reserves for additional projects.

**STAFF RECOMMENDATION IS:**
Approval of $284,000 for the W. Morse Streetscape to complete the decorative lighting component of the project and provide funding for the remainder of the repaving costs if necessary.
6" DIA. STRAIGHT FLUTED POLE
0.250 WALL THICKNESS
6061-T6 STRUCTURAL GRADE ALUMINUM
POLE WELDED FOR SINGLE UNIT CONSTRUCTION

ACCESS DOOR

18" DIA. BASE, 1" FLOOR THICKNESS
4 ANCHOR BOLTS AND ONE GROUND LUG

HANG STRAIGHT COUPLING
BALLAST COMPARTMENT
ACRYLIC ACORN LENS WITH NIGHTSKY TYPE R SEALED OPTIC
CITY OF WINTER PARK
COMMUNITY REDEVELOPMENT AGENCY BOARD

ITEM (3D): Business Façade Program Funding Allocation

DATE: November 9th, 2009

ADMINISTRATIVE ITEM ___ ACTION ITEM _X_ INFORMATION ITEM ___

ACTION REQUESTED:
Approval of allocating an additional $100,000 to the Business Façade Matching Grant Program due to high demand.

(This item was unanimously approved by the CRA Advisory Board on Oct 29th.)

KEY ELEMENTS/FACTS IMPACTING DECISION:
The Business Façade Improvement Matching Grant Program was created to incentivize merchants/property owners to improve the look of their properties, supporting the success of our CRA businesses and providing for attractive street frontages. The program allows an eligible business up to $20,000 in matching funds to make improvements to facades of the building that are visible from public-rights-of-way.

The program has been phenomenally popular with over 25 businesses taking advantage of funding to improve their properties and applications arriving weekly for new projects. The CRA Agency approved $100,000 for the program for FY 2010 and in the first day all the funds were dedicated to projects with many more applications pending the availability of additional funding. To-date $240,000 has been allocated to businesses through this program, with applications for over $50,000 in additional funding being requested.

Staff is recommending that $100,000 in additional funding be allocated to this program to allow for interested applicants to complete their projects and to help support small businesses throughout the CRA during these difficult times.

ALTERNATIVES CONSIDERED:
The alternative would be to consider a lesser amount of funding or to not add any additional funding to this program.

BUDGET ALLOCATION:
In FY 2009 the CRA allocated $140,000 to the Program and it was all spent with applications exceeding funding available. On Aug 10th, $100,000 was allocated in the budget for the Business Façade Program and use of the program has exceeded funds available. Below is an outline of project funding proposed for FY2010 and the impact that additional funding to the Business Façade Program will have on cash reserves available for projects.
Estimated total funding available for projects: $1,350,000
Funding already allocated in FY2010 Budget: -$200,000

Potential Projects to be funded this Fiscal Year:
**Additional Funding to Business Façade (on agenda)**  -$100,000
Park Avenue Area Strategic Plan (on agenda)  -$150,000
Wayfinding  (estimate)  -$100,000
W. Morse Blvd Streetscape  (on agenda)  -$400,000
Remaining Funds  $400,000

It is staff’s recommendation that the additional allocation of $100,000 to the Façade Program be the final allocation for this fiscal year with the possibility that at the end of the year there may be unreserved funds available for further allocations to this or other programs. Additional funding for this program will still leave the CRA with $400,000 in reserves for additional projects.

**STAFF RECOMMENDATION IS:**
Approval of an additional $100,000 to be allocated to the Business Façade Matching Grant Program, making the total FY 2010 allocation of $200,000.
ACTION REQUESTED: Approval of the Enzian Popcorn Flicks Grant Agreement ($18,000 for this item was already approved as part of the CRA FY 2010 Budget).

(This item was unanimously approved by the CRA Advisory Board on Oct 29th.)

KEY ELEMENTS/FACTS IMPACTING DECISION:
The Enzian Theater has long participated with the CRA and City in producing the Popcorn Flicks in Central Park. This event draws an average of 400 people to the Central Business District each month. Not only do the films entertain, inspire, educate, and connect the community through film, thereby fulfilling Enzian’s mission, but they also provide a free alternative cultural activity in the evening when families have time to spend together and as an added benefit stimulate the economy among the shops on Park Avenue.

Popcorn Flicks in the Park screens free films for the public and provides free popcorn to the audience. At every Popcorn Flick, a guest film expert provides an entertaining and educational introduction, deepening the audience’s experience of the film. Written program notes are distributed to accompany the introduction. These screenings will regularly attract large and diverse audiences.

This grant agreement solidifies the partnership between the CRA and the Enzian as it relates to expenditure of funds. The funding Enzian received in Fiscal Year 2008/2009 allows them to show Popcorn Flicks through December of 2009. Therefore, Exhibit “A” in the Grant Agreement is based on the calendar year. (A tentative schedule of movies is attached.)

All marketing of events will continue to be jointly publicized by both the Enzian and the CRA/City.

In the FY 08/09 budget Enzian received $24,000 and met the performance requirements as it relates to the Agreement.
ALTERNATIVES CONSIDERED: Not fund Popcorn Flicks.

BUDGET ALLOCATION: $18,000 already approved in FY 2010 budget.

STAFF RECOMMENDATION IS: Approval of the Enzian Popcorn Flicks Grant Agreement as attached.
<table>
<thead>
<tr>
<th>DATE</th>
<th>TIME</th>
<th>RAIN DATE</th>
<th>FILM</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan 14</td>
<td>7:00pm</td>
<td>Jan 28</td>
<td>FILM – TBA</td>
</tr>
<tr>
<td>Feb 13</td>
<td>7:00pm</td>
<td>Feb 25</td>
<td>Love Story (Special Saturday screening for BACH Festival)</td>
</tr>
<tr>
<td>Mar 11</td>
<td>7:00pm</td>
<td>Mar 25</td>
<td>Fantastic Voyage (Coinciding with Polasek and History Center Sci Fi exhibits)</td>
</tr>
<tr>
<td>Apr 13</td>
<td>8:00pm</td>
<td>Apr 29</td>
<td>FFF 50th Anniversary Film TBA (Tuesday screening for FFF)</td>
</tr>
<tr>
<td>May 13</td>
<td>8:00pm</td>
<td>May 27</td>
<td>FILM – TBA</td>
</tr>
<tr>
<td>June 10</td>
<td>8:00pm</td>
<td>Jun 24</td>
<td>FILM – TBA</td>
</tr>
<tr>
<td>July 8</td>
<td>8:00pm</td>
<td>July 22</td>
<td>FILM – TBA</td>
</tr>
<tr>
<td>Aug 12</td>
<td>8:00pm</td>
<td>Aug 26</td>
<td>FILM – TBA</td>
</tr>
<tr>
<td>Sept 9</td>
<td>8:00pm</td>
<td>Sep 23</td>
<td>FILM – TBA</td>
</tr>
<tr>
<td>Oct 14</td>
<td>7:30pm</td>
<td>Oct 28</td>
<td>FILM – Halloween Inspired TBA</td>
</tr>
<tr>
<td>Nov 11</td>
<td>7:00pm</td>
<td>Nov 25</td>
<td>FILM – TBA</td>
</tr>
<tr>
<td>Dec 3***</td>
<td>7:00pm</td>
<td>Dec 16</td>
<td>FILM – Christmas Inspired TBA (Special Friday screening for Lighting of Christmas Tree)</td>
</tr>
</tbody>
</table>

*** This date will be determined by City to coincide with lighting of the Christmas tree.
CITY OF WINTER PARK
COMMUNITY REDEVELOPMENT AGENCY
GRANT AGREEMENT

THIS CITY OF WINTER PARK COMMUNITY REDEVELOPMENT AGENCY
GRANT AGREEMENT ("Agreement") is made and entered into this ___ day
of__________, 2009 by and between the CITY OF WINTER PARK COMMUNITY
REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of
Chapter 163 of the Florida Statutes (the "CRA"), and ENZIAN THEATER, INC., a Florida not
for profit corporation ("Recipient").

RECITALS

WHEREAS, it is a goal and objective of the CRA to develop and improve social
programs for recreation and cultural enhancement for all residents, to create an environment for
social enrichment, and to enhance the Community Redevelopment Area as the focus of cultural,
educational, social and community activities; and

WHEREAS, it is an objective of the CRA to develop programs and activities that will
encourage resident participation and keep youth involved in constructive and meaningful
activities; and

WHEREAS, the Recipient is a non-profit corporation with the purpose of entertaining,
inspiring, educating and connecting the CRA community through film, and with a history of
providing family friendly, free, inclusive film showings at Central Park; and

WHEREAS, in conjunction therewith, the Recipient has set forth the Program Overview
and Goals in Exhibit "A" attached hereto and incorporated herein by this reference (the
"Objectives"); and

WHEREAS, the CRA desires to enter into an agreement with the Recipient whereby the
Recipient will receive and utilize certain funds of CRA for the purpose of performing the
Objectives to strengthen the CRA community; and

WHEREAS, Recipient shares the aforementioned goals of the CRA, and has agreed to
enter into this Agreement to further the purposes of the CRA; and

WHEREAS, Recipient has or will have available the necessary qualified and trained
personnel, facilities, materials and supplies to perform such Objectives as set forth in this
Agreement.

NOW, THEREFORE, for and in consideration of the promises and provisions contained
herein, and for other good and valuable consideration, the receipt and sufficiency of which are
hereby acknowledged, the City, the CRA, and the Recipient agree as follows:
1. **Recitals.** The above Recitals are true and correct and are incorporated herein as material provisions of this Agreement.

2. **Term.** This Agreement shall be effective upon the execution by all parties (the “Effective Date”) and shall remain in effect, unless terminated sooner pursuant to its terms, until January 1, 2011, in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as provided herein. Notwithstanding the foregoing, the parties agree that the reporting, record and accounting requirements provided for herein shall survive the termination of this Agreement.

3. **Grant.** The CRA, subject to terms and conditions provided in this Agreement and the availability of grant monies, hereby authorizes the award of a grant to the Recipient in an amount not to exceed Eighteen Thousand and 00/100 dollars ($18,000.00) (the “Grant”). Disbursal of the Grant, or any portion thereof, to the Recipient is made in consideration of, and on the condition that the Grant, or any portion thereof, be expended in implementing and performing the Objectives, and the complete and satisfactory performance of the terms of this Agreement. No other use of the Grant, or any portion thereof, may be made without the written consent of the CRA. Disbursal of the Grant, or any portions thereof, to the Recipient shall be disbursed to the Recipient on or before December 31, 2009. Evidence of the amount and date of the Initial Disbursement shall be made by reference to the minutes of the CRA as maintained by the Clerk of the CRA.

4. **Deposit and Utilization of Grant Funds.** Upon receipt of any grant monies from the CRA:

   a. **Deposit.** The Recipient shall deposit said grant monies, or any portion thereof, in a fully insured financial institution and maintain said monies in said financial institution until such time said monies are needed for the purposes of developing, implementing and providing the Objectives.

   b. **Use.** The Recipient shall use said grant monies, or any portion thereof, exclusively for the programs and activities set forth in this Agreement.

5. **Progress and Financial Report.** By August 1, 2010, the Recipient shall submit to the CRA a Report. The Report shall be consistent with the Objectives and shall detail the expenditure of the Funds. Failure to comply with the requirement for submission of the Report may result in the ineligibility of the Recipient to receive any future contributions from the CRA.

6. **Operation of Recipient’s Programs.** Upon the commencement of the term provided for herein, the Recipient shall provide, conduct, operate or otherwise perform the Objectives on the dates and times and at the locations reasonably approved in advance
by the CRA. The Objectives shall be provided, conducted, operated or otherwise performed in accordance with the following criteria, unless the parties shall agree otherwise in writing:

a. **Participant Discrimination.** Recipient agrees that in the provision of the Objectives that Recipient shall not unlawfully discriminate, harass, or allow harassment against any applicant for or participant in the Objectives on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age, nor shall Recipient limit or give preference to participate in or attend the Objectives to persons on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age.

b. **Access.** The Recipient shall allow the CRA, or its representatives, to be present during such time as Recipient is conducting any of the Objectives, and to access and monitor the Objectives to ensure compliance with the terms of this Agreement. Recipient shall, to assist in monitoring, provide the CRA and the CRA’s designee access all relevant records and such other information as the CRA may deem necessary.

7. **Accountability and Oversight.** The Grant, and any portion thereof, covered by this Agreement are public funds and as such are subject to all applicable federal, state, and local laws and regulations pertaining to the use of public funds. The use of any funds provided under this Agreement for a purpose other than those expressly stated herein may subject the Recipient, its officers, employees or agents, to criminal prosecution, administrative sanctions, and liability for repayment of the misused funds. In addition to the foregoing and the other terms and conditions provided in this Agreement, the CRA and Recipient shall have the following obligations pertaining to the use of the public funds and the oversight of the Objectives:

a. **Recipient’s Obligations and Responsibilities.** Recipient hereby agrees as follows:

i. **Financial Statements.** Recipient shall, on August 1, 2010, or within thirty (30) days after written request by the CRA, provide to the CRA Financial Statements for the most recently completed six (6) months or fiscal year, prepared according to generally accepted accounting principles uniformly applied and which has been audited by an outside independent certified public accountant. The Financial Statements must contain information that will permit the reader to evaluate the Recipient’s total administrative costs and whether such costs may be considered reasonable.

ii. **Accounting System.** Recipient shall maintain a separate account system for the Grant, or any portion thereof. The Recipient shall maintain records for every expenditure incurred directly or indirectly by this Agreement; such records shall include, but are not limited to, documentation of all
budgeted expenditures (e.g., time cards, requisitions for payments, rentals, leases, receipts, invoices, and any other documents pertinent to the expenditures) and non-budgeted expenditures. In addition, a log of all expenditures by line item shall be maintained by the Recipient in order for the reader to ascertain how the Grant, or any portion thereof, was expended. Such records shall be maintained in a file and be made available for examination by the CRA, from the Effective Date until five (5) years after the termination of this Agreement, within twenty (20) days of a written request.

iii. Administrative Costs. The costs of operating the Objectives will be reasonable and support efforts toward cost effectiveness. Costs of operating the Objectives will balance the lowest possible administrative costs with overall programming effectiveness and safety. Subject to generally accepted accounting principles, the Recipient will allocate administrative costs in a manner to avoid cross-subsidies between programs that are supported, in whole or part, by the Grant, or any portion thereof, and programs that are not.

iv. Recipient’s Other Funding Agreements. The Recipient shall submit to the CRA a list of all grant or funding agreements entered into between the Recipient and other public or private organizations concerning the programs and activities funded, in whole or in part, under this Agreement and of any termination, default, suspension or disallowed costs under said funding agreements. The Recipient shall inform the CRA in writing of all new sources of funding the Recipient may acquire during the term of this Agreement concerning the programs and activities funded, in whole or in part, under this Agreement. A copy of any of the foregoing agreements shall be furnished to the CRA within twenty (20) days of a written request from the CRA.

v. Requests For Additional Information. The Recipient agrees to respond within twenty (20) days of a written request for additional information from the CRA.

vi. Board of Directors. Within twenty (20) days of receipt of written notice from the CRA, Recipient shall provide a list of the Recipient’s then acting board of directors.

vii. Audit/Records Access. Notwithstanding anything in this Agreement to the contrary, the Recipient agrees that the CRA and City, or their designated representatives, shall have an absolute right of access to all of the Recipient’s records pertaining to this Agreement and to conduct reviews and audits, including, but not limited to, the Recipient’s contractors, subcontractors, vendors and any entity receiving benefit from
the Grant, or any portion thereof. These records pertaining to this Agreement, or any part thereof requested, shall be made available to the designated auditor(s) upon written request for the indicated reviews and audits. Such records shall be retained for at least five (5) years from the termination of this Agreement, or until completion of the action and resolution of all issues which may arise as a result of any litigation or audit, whichever is later.

viii. **Recipient’s Program Evaluation.** Recipient shall, within thirty (30) days after written request from the CRA, provide to the CRA summaries of program accomplishments and shortcomings as it pertains to achieving the goals and objectives of the CRA as stated in the Recitals of this Agreement. Such summaries must include a section which compares the goals to actual outcomes achieved, measured by ongoing program evaluation activities.

ix. **Input.** The Recipient will seek comment from the CRA and from the public on issues related to its performance of the Objectives under this Agreement. Upon written request from the CRA, the Recipient will be required to attend meetings of the CRA or its Advisory Board pertaining to the award of the Grant, or any portion thereof, the Recipient’s Programs, or any other matter relating to or in connection with this Agreement.

x. **Standards of Conduct.** The Recipient will operate under professional standards of conduct and organizational effectiveness, consistent with the public interest and mandates of the Florida Statutes.

b. **CRA’s Obligations and Responsibilities.** The CRA hereby agrees as follows:

i. **CRA Staff Review and Evaluation.** The Community Redevelopment Manager (the “Manager”) or its designee shall, at the request of the CRA, provide to the CRA a review and evaluation of the Recipient’s compliance with the terms and conditions of this Agreement, the effectiveness and benefits derived from the Grant, or any portion thereof, and offer recommendations to improve the efficiency and effectiveness of the Objectives, as measured by the Recipient’s participation therein.

8. **Corporate Operations.** During the term of this Agreement, the Recipient will: (a) preserve its status as a section 501(c)(3) tax-exempt nonprofit corporation, duly organized and validly existing under the laws of the state of Florida; (b) maintain the requisite corporate power and authority to carry on its business; and (c) comply with its articles of incorporation, by-laws, policies, and all applicable laws, regulations, and rules.
9. **Governance Documents.** The CRA acknowledges having received the Recipient’s current articles of incorporation, by-laws and policies. The Recipient represents that such documents are currently in effect and that there have been no changes.

10. **Publicity and Acknowledgement.** The Recipient shall acknowledge the CRA’s support each time any of the Objectives are publicized in news media, brochures or other types of promotional material. Such acknowledgement shall provide the following: “[Insert Name of Recipient] thanks the Winter Park Community Redevelopment Agency for its support by providing funding for this program.” Any deviation of such language of acknowledgement must be approved by the CRA Manager in writing prior to submission to the media.

11. **Funding.** Except as expressly provided in and subject to this Agreement, it is understood and expressly agreed by and between the parties to this Agreement that neither the City nor the CRA are responsible or obligated to provide any additional funding for the Objectives or to approve reductions in the scope of the promised Objectives. The Recipient acknowledges and agrees that Recipient shall bear the sole responsibility to provide the Objectives and to provide any additional funds necessary to provide the Objectives, regardless of the actual costs and even if those costs exceed the Recipient’s cost estimate. Further, any expenditure made by Recipient pertaining to or in connection with the Objectives prior to the Effective Date is undertaken at the Recipient’s sole expense.

12. **Personal Property Acquired With Grant Funds.** All personal property, including equipment and supplies, acquired with the Grant, or any portion thereof, shall be used by the Recipient only for the purposes for which the CRA approved their acquisition for so long as said property is needed for such purposes, regardless of whether the Recipient continues to receive grant funds from the CRA for such purposes. Subject to the obligations and conditions set forth in this section, title to all personal property acquired with grant funds, including equipment and supplies, shall vest upon acquisition in the Recipient.

13. **Staffing.** Subject to the conditions below, the Recipient has the sole responsibility for selecting and providing adequate employees, volunteers, independent contractors or other staffing personal (“Recipient’s Staff”) in compliance with local, state and federal regulations and guidelines for the provision of the Objectives. The Recipient shall be solely liable for all salary, employment benefits, or other compensation or remuneration provided to Recipient’s Staff and shall indemnify and hold harmless the City and the CRA from any and all claims for compensation and for tort liability suffered by Recipient’s Staff arising out of or related to the providing of the Objectives.

Further, the Recipient accepts full responsibility of hiring, utilizing or receiving services from someone who has a prior conviction. It is the Recipient’s full responsibility to select, screen, and train Recipient’s Staff to provide the Objectives
and to protect the health and safety of persons participating in such programs and activities. The Recipient shall be solely liable for any and all harm to the persons participating in the Objectives or others resulting from any action or inaction of the Recipient in conducting screenings or tests on or training of any of Recipient’s Staff utilized to provide the Objectives and shall indemnify and hold harmless the City and the CRA from any claims for compensation and for the full amount of any judgment rendered against any one or more of them as a result of any action or inaction of any of Recipient’s Staff utilized by Recipient to provide the Objectives, or any other harm to persons participating in such programs and activities that arises out of any action or inaction taken pursuant to this Agreement.

Staffing by the recipient is subject to the following conditions:

a. **Background Checks.** The Recipient agrees to perform background criminal checks and provide information (including full name and address and the particulars of the background criminal check) to the City and CRA on all staff, employees, contractors and subcontractors who will participate in any program or activity conducted at City owned property prior to such program or activity being conducted. In addition, the Recipient agrees to provide such additional information on all staff, employees, contractors and subcontractors who will participate in any program or activity conducted at any other City owned property as may be requested by the City or the CRA within twenty (20) days of such written request.

b. **Non-Discrimination.** During the term of this Agreement, the Recipient agrees that it will not unlawfully discriminate, harass, or allow harassment against any employee (or volunteer) or applicant for employment (or volunteer) on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age and will not limit or give preference to persons on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age as it pertains to employment or volunteer opportunities.

14. **Appropriations.** Nothing contained herein shall be construed as binding the City or the CRA to expend in any one fiscal year any sum in excess of appropriations made by the City Commission or the CRA, respectively, or as involving the City or the CRA in any contract or other obligation for the further expenditure of money in excess of or in advance of receipt of appropriation or other funds.

15. **Accuracy of Information.** Recipient warrants and represents that all documentation and information provided by Recipient in connection with this Agreement are and shall continue through the term of this Agreement to be true, complete and accurate in all material respects. Any material changes to such documentation and/or information must be provided to the CRA within twenty (20) days of such changes.
16. **Non-Waiver of Sovereign Immunity.** Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City or as applicable, the CRA, of its sovereign immunity under the Constitution and laws of the State of Florida.

17. **Forfeit of Grant Funds/Repayment of Grant Funds Improperly Expended.** If any or all grant funds are not expended, or have not been expended, in accordance with this Agreement, or if personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the CRA, at its sole and absolute discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Recipient to forfeit the unexpended portion of the grant funds and to repay to the CRA any funds improperly expended.

18. **Remedies.** The rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy. In the event the Recipient breaches any of the terms or conditions of this Agreement, the CRA shall have the following non-exclusive remedies:

   a. **Prior to Payment of Grant.** The CRA reserves the right to withdraw funding and/or terminate this Agreement.

   b. **After Payment of Grant.** The CRA reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including, but not limited to, repayment of the Grant, or any portion thereof. Further, the CRA reserves the right to deem the Recipient ineligible for participation in future CRA grants, loans or projects.

19. **Termination of Agreement.** The Recipient agrees that:

   a. **Actions Required By Recipient Upon Termination.** In addition to any other obligation provided for in this Agreement, upon termination of this Agreement, either by the expiration of term provided for herein, early termination as provided below, or any other reason resulting in the termination of this Agreement, Recipient shall, within thirty (30) days of such termination:

      i. **Final Written Report.** Submit a final written report describing all programs and activities performed by Recipient.

      ii. **Accounting.** Provide an accounting of grant funds expended up to and including the date of termination.

      iii. **Reimbursement.** Reimburse the CRA for any unspent funds.
b. **Early Termination.** Notwithstanding anything to the contrary provided for in this Agreement, upon ten (10) days written notice to the Recipient, the CRA may, in addition to any right permitted by this Agreement or statute, terminate this Agreement prior to the end of the term provided herein upon the occurrence of any one or more of the following events:

   i. The mutual consent of the Recipient and the CRA.

   ii. The Recipient materially defaults in its performance of any of the provisions provided for in this Agreement.

   iii. The Recipient fails to perform in accordance with the Objectives.

   iv. The Recipient declares bankruptcy, is wound up, dissolved or otherwise ceases to exist as a legal entity.

   v. The Recipient fails to obtain or maintain its section 501(c)(3) tax-exempt non-profit status.

   vi. The Recipient fails to comply with any local, state or federal statute, ordinance, rule, order, regulation or requirement.

   vii. The CRA declares or makes a finding that Recipient’s performance under this Agreement is unsatisfactory or inconsistent with the goals and objectives of the CRA.

   viii. The CRA determines, in its sole discretion, that facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant, or any portion thereof, as contemplated infeasible or impractical.

   ix. The CRA determines, in its sole discretion, that there have been material changes in the scope or nature of the Objectives from that which was presented by the Recipient or there have been material delays in the implementation of the Objectives and such material changes or delays have not received prior written approval of the CRA.

   x. Discovery of misuse of the Grant, or any portion thereof, or any other action taken by the Recipient that endangers the life or safety of persons participating in the Objectives.

20. **Indemnification.** Recipient agrees to indemnify, defend and hold harmless the CRA, the City, and their respective elected or appointed officials, agents, employees, volunteers and consultants, from and against any and all liabilities, claims, demands, damage or costs (including attorneys’ fees) arising out of, resulting from, or in any
way connected with or incident to Recipient’s, or Recipient’s officers, employees, agents, contractors, or volunteers, performance or lack thereof of this Agreement, including, but not limited to, the conduct or management of Recipient’s Staff, Recipient’s performance of the Objectives, Recipient’s default in the performance, or lack thereof, of any covenant to be performed pursuant to the terms of this Agreement, or from any act of negligence or intentional tort by or as a result of actions or inactions of Recipient’s Staff.

21. **Recipient’s Waiver of Claims.** The Recipient agrees to waive any and all claims and recourse against the CRA or the City, their respective officials, officers, agents, employees, volunteers and consultants, including, but not limited to, any and all rights to any type of express or implied indemnity or right of contribution from the CRA or the City for loss or damage to persons or property arising out of, resulting from, or in any way connected or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure or condition created pursuant to, or as a result of, this Agreement.

22. **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

23. **Assignment.** This Agreement and the parties’ respective rights, interests and obligations herein are not assignable by either the act or agreement of any other party or by operation of law without the prior written consent of the CRA and the Recipient (or their respective successors and assigns).

24. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or will be construed to confer on any person, other than the parties to this Agreement, any right, remedy, or claim under or with respect to this Agreement.

25. **Notices.** Any notice, demand and communication required or permitted to be given hereunder to any of the parties to this Agreement shall be in writing and shall be given by personal delivery or by certified mail, return receipt requested, postage prepaid to the following:

For the CRA: Winter Park Community Redevelopment Agency
Attn: Community Redevelopment Director
401 Park Avenue South
Winter Park, Florida 32789

For the Recipient: Enzian Theater, Inc.
1300 S. Orlando Avenue
Maitland, Florida 32751
26. **Amendments.** This Agreement may be amended only by an instrument in writing executed by all the parties, which writing must specifically refer to this Agreement.

27. **Relationship of the Parties.** Nothing in this Agreement is intended nor shall be construed to create any form of partnership or joint venture relationship between or among the parties, or to allow either to exercise control or direction over the other.

28. **Further Actions and Assurances.** Each party agrees it will execute, acknowledge or verify, and deliver any and all documents and take any and all other actions that from time to time may be reasonably requested by the other to carry out the purposes and intent of this Agreement.

29. **Time of Essence.** Time is of the essence with respect to all dates and time periods set forth or referred to in this Agreement.

30. **Expenses.** Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear the party's own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement. In the event of any default on the part of any party to this Agreement and the necessity to initiate court action for the enforcement of any right herein, then in such event, the parties in such action shall be responsible for their own respective costs and expenses of such action, including attorney's fees.

31. **Interpretation.** None of the parties shall be considered the drafter of this Agreement for purposes of interpreting this Agreement.

32. **Captions.** The captions contained herein are for convenience and reference only and shall not be deemed a part of this Agreement or construed in any manner limiting or amplifying the terms and provisions of this Agreement to which they relate.

33. **No Waiver.** The rights of the CRA herein shall be cumulative, and failure on the part of the CRA to exercise promptly any rights given herein shall not operate to forfeit any of the said rights nor constitute a waiver thereof as to any future occasion.

34. **Applicable Law/Venue.** The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder shall lie in Orange County, Florida.

35. **Exhibits.** Any exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

36. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement will not be in any way impaired.
37. **Entire Agreement.** This Agreement (including the documents and instruments referred to in this Agreement) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether oral or written, among the parties with respect to such subject matter. No representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein shall be of any force and effect.

38. **Authorized Parties.** Each of the individuals signing this Agreement represents and warrants that he or she has been properly authorized by his or her respective organization to enter into this Agreement and that by their signatures each of the parties does intend and hereby legally bound under the terms of this Agreement.
IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed, the day and year first above written.

WITNESSES:

WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of Chapter 163 of the Florida Statutes

By: _______________________________
   Kenneth W. Bradley, Chairman

ATTEST:

_____________________________
CINDY BONHAM, CRA Clerk

ENZIAN THEATER, INC., a Florida not for profit corporation

By: _______________________________
Print: _______________________________
Its: _______________________________

Print Name: _______________________________

Print Name: _______________________________

Print Name: _______________________________
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of __________, 2009, by Kenneth W. Bradley, as Chairman of the Winter Park Community Redevelopment Agency, a body corporate and politic created pursuant to Part III of Chapter 163 of the Florida Statutes, on behalf of the Agency. He or she is personally known to me or produced the following identification:

__________________________

(NOTARY SEAL)  Notary Public: __________________________
Printed Name: __________________________
Commission No.: __________________________
My Commission Expires: __________________________

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of __________, 2009, by __________________________, as __________________________ of Enzian Theater, Inc., a Florida non-profit corporation, on behalf of the corporation. He or she is personally known to me or produced the following identification: __________________________.

__________________________

(NOTARY SEAL)  Notary Public: __________________________
Printed Name: __________________________
Commission No.: __________________________
My Commission Expires: __________________________
EXHIBIT "A"

The Enzian Theater desires to bring a continuing cultural series of classic films to Downtown Winter Park & recreational areas within Winter Park on a monthly basis at sunset in Central Park, to be known as Popcorn Flicks in the Park. Popcorn Flicks in the Park serves several purposes. Not only do the films entertain, inspire, educate, and connect the community through film, thereby fulfilling Enzian’s mission, but they also provide a free alternative cultural activity in the evening when families have time to spend together and as an added benefit stimulate the economy among the shops on Park Avenue. Popcorn Flicks in the Park screens free films for the public and provides free popcorn to the audience. At every Popcorn Flick, a guest film expert provides an entertaining and educational introduction, deepening the audience’s experience of the film. Often written program notes are distributed to accompany the introduction. These screenings will regularly attract large and diverse audiences.

Location and Frequency: Enzian will provide monthly Popcorn Flicks screenings in Central Park on the second Thursday of each month for a total of 12 showings in Central Park over the term of this agreement.

In the case that inclement weather cancels a scheduled Popcorn Flick screening a follow-up “rain date” will be scheduled 2-weeks from the original date. “Rain date” information will be posted on the Enzian Website and on marketing materials promoting the films and programs.

Attendance: Enzian takes great pride in its ability to bring people together as well, providing a place for the community to gather (both at Enzian and in Winter Park) and celebrate cultural excellence. Perhaps no project achieves these goals in as accessible a way as the Popcorn Flicks program. The Enzian expects an average attendance of 400 at each showing, for a total of 4,800 people over the 12 month contract term.

Marketing: The Enzian and City of Winter Park CRA will work together to market the event in cooperation with each other. All marketing materials and presentations will include a good faith effort to include both the name of Enzian Theater and the City of Winter Park Community Redevelopment Agency.

Enzian Marketing:
Orlando Sentinel event calendars, Enzian Screen, Orlando Weekly upcoming events, and other local papers, as well as on the Enzian website, newsletters, print and email.

City/CRA Marketing:
Winter Park Update, the City website calendar, event posters, utility bill calendars, Chamber of Commerce monthly calendars, monthly media alert, and the event information line, and will add articles and information referring to special programming into the new quarterly publication, The Hannibal Herald.

Under this agreement the funding of $18,000.00 will be used to provide for the Popcorn Flick Program and related educational and cultural activities for the twelve (12) months of January 1, 2010 through December, 31 2010.
ACTION REQUESTED: Approval of the Bridgebuilders of Winter Park, Inc. FY 09/10 Grant Agreement ($20,000 was previously approved for this item as part of the CRA FY 2010 Budget).

(This item was unanimously approved by the CRA Advisory Board on Oct 29th.)

KEY ELEMENTS/FACTS IMPACTING DECISION:
The Bridgebuilders of Winter Park, Inc. (Bridgebuilders) was incorporated on November 5, 2003. It is an independent non-profit organization whose mission is to insure that all persons living in Winter Park work together to create racial harmony, safe and secure neighborhoods and sensitive and informed responses to the needs of the residents.

The CRA FY 09/10 approved budget provides $20,000 to support the Bridgebuilders Scholarship Program. The grant agreement solidifies the requirements of Bridgebuilders as it relates to expenditure of funds. There are specific reporting and performance measures that Bridgebuilders is required to adhere to in Exhibit "A" of the Grant Agreement. It is estimated that eight or more scholarships will be granted using this funding.

In the FY 08/09 budget the Bridgebuilders Scholarship Program received $20,000. Per our FY 08/09 Grant Agreement, Bridgebuilders has met and exceeded the performance benchmarks and provided 10 scholarships, along with official transcripts and copies of cancelled checks.

ALTERNATIVES CONSIDERED: Considered creating our own scholarship program but it is not part of our core business. In addition, Bridgebuilders already has the community network and process established.

BUDGET ALLOCATION: Funds are budgeted and will be drawn from the CRA Fund 104-2306-515.49-01
STAFF RECOMMENDATION IS: Approval of the Bridgebuilders of Winter Park, Inc. Grant Agreement.
BRIDGEBUILDERS FY 2009/2010
GRANT AGREEMENT

THIS GRANT AGREEMENT (the “Agreement”) is made and entered into this 20___
day of __October________, 2009, by and between BRIDGEBUILDERS, INC., a Florida not for
profit corporation, whose mailing address is 311 North Pennsylvania Avenue, Suite 1, Winter
Park, FL 32789 (the “Recipient”), and the CITY OF WINTER PARK COMMUNITY
REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of
Chapter 163, Florida Statutes (the “CRA”).

WITNESSETH

WHEREAS, it is a goal of the CRA to develop neighborhood, business, and
governmental communication networks that foster understanding and bring about change; and

WHEREAS, it is also a goal of the CRA to promote public safety and police/resident
communication to reduce crime and make the CRA a safe and desirable place to live and work; and

WHEREAS, the Recipient is a not for profit corporation with the purpose of (1) insuring
that all persons living in Winter Park CRA community work together to create racial harmony,
safe and secure neighborhoods, (2) making a sensitive and informed response to the needs of the
CRA residents, and (3) empowering the Winter Park CRA community with a vision of what can
be done to change things for the common good; and

WHEREAS, in conjunction therewith, the Recipient has set forth the Program Overview
and Goals in Exhibit “A” attached hereto and incorporated herein by this reference (the
“Objectives”); and

WHEREAS, the CRA desires to enter into an agreement with the Recipient whereby the
Recipient will receive and utilize certain funds of CRA for the purpose of performing the
Objectives to strengthen the CRA community; and

WHEREAS, Recipient shares the aforementioned goals of the CRA, and has agreed to
enter into this Agreement to further the purposes of the CRA; and

WHEREAS, Recipient has or will have a available the necessary qualified and trained
personnel, facilities, materials and supplies to perform such Objectives as set forth in this
Agreement.

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

1. INCORPORATION OF PREAMBLE. The preamble of this Agreement is
incorporated herein as covenants and agreements and made a part hereof.
2. **TERM.** This Agreement shall be effective upon the execution by all parties (the "Effective Date") and shall remain in effect, unless terminated sooner pursuant to its terms, until the Grant has been fully expended by the Recipient, in accordance with and upon the covenants, agreements, promises and conditions stipulated and agreed upon between the parties as provided herein.

3. **GRANT.** The CRA, subject to terms and conditions provided in this Agreement and the availability of grant monies, hereby authorizes the award of a grant to the Recipient in an amount not to exceed Twenty Thousand Dollars ($20,000) (the "Grant"). Disbursement of the Grant to the Recipient is made in consideration of and on the condition that the Grant be expended to provide college scholarships to residents of the CRA, and the complete and satisfactory performance of the terms of this Agreement. No other use of the Grant may be made without the written consent of the CRA.

4. **DISBURSAL.** Subject to the terms and conditions provided in this Agreement, the Grant shall be disbursed to the Recipient within fifteen (15) days after the approval of the final report relating to the Fiscal Year 2009/2010 $20,000 grant due on or before October 1, 2010.

5. **UTILIZATION OF GRANT FUNDS.** Upon receipt of any Grant monies from the CRA:

   (a) **Use.** The Recipient shall use said Grant monies exclusively for providing college scholarships as set forth in this Agreement.

6. **PROGRESS AND FINANCIAL REPORT.** By September 27, 2010, the Recipient shall submit to the CRA a Report. The Report shall be consistent with the Program Overview and Goals as attached in Exhibit "A" and shall detail the expenditure of the Funds. Failure to comply with the requirement for submission of the Report may result in the ineligibility of the Recipient to receive any future contributions from the CRA.

7. **NONPROFIT STATUS.** During the term of this Agreement, the Recipient will:
   (a) preserve its status as a section 501(c)(3) tax-exempt nonprofit corporation, duly organized and validly existing under the laws of the state of Florida; 
   (b) maintain the requisite corporate power and authority to carry on its business; and 
   (c) comply with its articles of incorporation, by-laws, policies, and all applicable laws, regulations, and rules.

8. **NONDISCRIMINATION.** Recipient agrees that in the performance of Recipient’s Objectives that Recipient shall not unlawfully discriminate, harass, or allow harassment against any participant in Recipient’s activities or services on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age, nor shall Recipient limit or give preference to participate in or attend Recipient’s programs to persons on the basis of sex, race, color, ancestry, religious creed, national origin, physical disability, or age.

9. **ACCOUNTABILITY AND OVERSIGHT.** The Grant covered by this Agreement are public funds and as such are subject to all applicable federal, state, and local laws.
and regulations pertaining to the use of public funds. The use of any funds provided under this Agreement for a purpose other than those expressly stated herein may subject the Recipient, its officers, employees or agents, to criminal prosecution, administrative sanctions, and liability for repayment of the misused funds. In addition to the foregoing and the other terms and conditions provided in this Agreement, the Recipient shall have the following obligations pertaining to the use of the public funds and the oversight of the Recipient’s Objectives:

(a) Recipient’s Obligations and Responsibilities. Recipient hereby agrees as follows:

i. Requests For Additional Information. The Recipient agrees to respond within twenty (20) days of a written request for additional information from the CRA.

ii. Input. The Recipient will seek comment from the CRA and from the public on issues related to its performance of Recipient’s Objectives under this Agreement. Upon written request from the CRA, the Recipient will be required to attend meetings of the CRA pertaining to the award of the Grant, the Recipient’s Objectives, or any other matter relating to or in connection with this Agreement.

iii. Standards of Conduct. The Recipient will operate under professional standards of conduct and organizational effectiveness, consistent with the public interest and mandates of the Florida Statutes.

(b) CRA’s Obligations and Responsibilities. The CRA hereby agrees as follows:

i. CRA Staff Review and Evaluation. The CRA Manager, or its designee shall, at the request of the CRA, provide to the CRA a review and evaluation of the Recipient’s compliance with the terms and conditions of this Agreement, the effectiveness and benefits derived from the Grant and offer recommendations to improve the efficiency and effectiveness thereof, as measured by the Recipient’s participation therein.

10. MONITORING. Recipient shall permit the CRA to access and monitor the Recipient’s program related to Recipient’s Objectives to ensure compliance with the terms of this Agreement. Recipient shall, to assist monitoring of its program, provide to the CRA or the CRA’s designee access to all relevant records and such other information as the CRA may deem necessary.

11. OTHER EXPENSES AND FUNDING. Except as expressly provided in and subject to this Agreement, it is understood and expressly agreed by and between the parties to this Agreement that the CRA is not responsible or obligated to provide any additional funding for the Recipient’s Objectives or to approve reductions in the scope of the promised Recipient’s Objectives. The Recipient acknowledges and agrees that Recipient shall bear the sole responsibility to perform the Recipient’s Objectives and to provide any additional funds necessary to perform and achieve the Recipient’s Objectives, regardless of the actual costs and
even if those costs exceed the Recipient’s cost estimate. Further, any expenditure made by Recipient pertaining to or in connection with performing or achieving the Recipient’s Objectives prior to the Effective Date is undertaken at the Recipient’s sole expense.

12. **ACCURACY OF INFORMATION.** Recipient warrants and represents that all documentation and information provided by Recipient in connection with this Agreement, including all representations, statements and information contained therein, are and shall continue through the term of this Agreement to be true, complete and accurate in all material respects. Any material changes to such documentation and/or information must be provided to the CRA within twenty (20) days of such changes.

13. **INDEMNIFICATION.** The Recipient agrees to indemnify and hold the CRA harmless from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys’ fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement by Recipient, Recipient’s performance of the Objectives or because due to the mere existence of this Agreement itself.

14. **FORFEIT OF GRANT FUNDS/REPAYMENT OF GRANT FUNDS IMPROPERLY EXPENDED.** If any or all Grant funds are not expended, or have not been expended, in accordance with this Agreement, or if personal property acquired with Grant funds is not being used, or has not been used, for Grant purposes in accordance with this Agreement, the CRA, at its sole and absolute discretion, may require the Recipient to forfeit the unexpended portion of the Grant funds and to repay to the CRA any funds improperly expended.

17. **REMEDIES.** The rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy. In the event the Recipient breaches any of the terms or conditions of this Agreement, the CRA reserves the right to seek equitable relief and/or all other remedies as available to it under applicable law, including, but not limited to, repayment of the Grant, or any portion thereof. Further, the CRA reserves the right to deem the Recipient ineligible for participation in future CRA grants, loans or projects.

18. **TERMINATION OF AGREEMENT.** The Recipient agrees that:

(a) **Actions Required By Recipient Upon Termination.** In addition to any other obligation provided for in this Agreement, upon termination of this Agreement, either by the expiration of term provided for herein, early termination as provided below, or any other reason resulting in the termination of this Agreement, Recipient shall, within thirty (30) days of such termination:

i. **Final Written Report.** Submit a final written report describing all scholarships awarded by Recipient.

ii. **Accounting.** Provide an accounting of grant funds expended up to and including the date of termination.
iii. Reimbursement. Reimburse the CRA for any unexpended funds.

(b) Early Termination. Notwithstanding anything to the contrary provided for in this Agreement, upon ten (10) days written notice to the Recipient, the CRA may, in addition to any right permitted by this Agreement or statute, terminate this Agreement prior to the end of the term provided herein upon the occurrence of any one or more of the following events:

i. The mutual consent of the Recipient and the CRA.

ii. The Recipient materially defaults in its performance of any of the provisions provided for in this Agreement.

iii. The Recipient utilizes the Grant, or any portion thereof, in violation of this Agreement.

iv. The Recipient declares bankruptcy, is wound up, dissolved or otherwise ceases to exist as a legal entity.

v. The Recipient fails to obtain or maintain its section 501(c)(3) tax-exempt non-profit status.

vi. The Recipient fails to comply with any local, state or federal statute, ordinance, rule, order, regulation or requirement.

vii. Prior to the expiration of this Agreement, the CRA declares or makes a finding that Recipient’s performance under this Agreement is unsatisfactory or inconsistent with the goals and objectives of the CRA.

viii. The CRA determines, in its sole discretion, that facts have arisen or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant, or any portion thereof, as contemplated infeasible or impractical.

ix. The CRA determines, in its sole discretion, that there have been material changes in the scope or nature of the Recipient’s Objectives from that which was presented by the Recipient or there have been material delays in the implementation of the Recipient’s Objectives and such material changes or delays have not received prior written approval of the CRA.

x. Discovery of misuse of the Grant, or any portion thereof, or any other action taken by the Recipient that endangers the life or safety of persons participating in the Recipient’s activities, programs or services.

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

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

21. NONASSIGNABILITY. The Recipient may not assign its rights hereunder without the prior written consent of the CRA. Failure to comply with this section may result in immediate termination of this Agreement.

22. EXPENSES. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear the party’s own expenses in connection with the preparation, execution, and performance of this Agreement and the transactions contemplated by this Agreement. In the event of any default on the part of any party to this Agreement and the necessity to initiate court action for the enforcement of any right herein, then in such event, the parties in such action shall be responsible for their own respective costs and expenses of such action, including attorney’s fees.

23. NO THIRD PARTY BENEFICIARIES. Nothing in this Agreement, express or implied, is intended to or will be construed to confer upon any person, other than the parties to this Agreement, any right, remedy or claim under or with respect to this Agreement.

24. NO JOINT VENTURE. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in anyway creating or establishing the relationship as partner or joint venture between the parties hereto or as constituting Recipient as the agent or representative of the CRA for any purpose or in any manner whatsoever.

25. VENUE. Any litigation occurring as a result of this Agreement shall be held in the courts of Orange County, Florida and shall be governed by the laws of the State of Florida. The Recipient agrees to notify the CRA of an occurrence of any incident or action filed against Recipient, such as but not limited to, lawsuits, injuries, or allegations of abuse or neglect.

26. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof; any representations or statement heretofore made with respect to such subject matter, whether verbal or written, are merged herein. No other agreement, whether verbal or written, with regard to the subject matter hereof shall be deemed to exist.

27. NOTICE. Any notices to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) deposited in the United States Mail, addressed to a party at the addresses set forth opposite the party’s name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:
CRA: Winter Park Community Redevelopment Agency  
Attn: Community Redevelopment Director  
401 Park Avenue South  
Winter Park, Florida 32789

Recipient: Bridgebuilders of Winter Park, Inc.  
Attn: Janie Baker, President  
311 North Pennsylvania Avenue, Suite 1  
Winter Park, FL 32789

29. **EXHIBITS.** Any exhibits referenced in this Agreement are a part of this Agreement as if fully set forth in this Agreement.

30. **AUTHORIZED PARTIES.** Each of the individuals signing this Agreement represents and warrants that he or she has been properly authorized by his or her respective organization to enter into this Agreement and that by their signatures each of the parties does intend and hereby legally bound under the terms of this Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed these presents and have set their hands and seals the day and year first above written.

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**WITNESSES:**

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**CITY OF WINTER PARK COMMUNITY REDEVELOPMENT AGENCY,** a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes

By: ________________________________
   Kenneth W. Bradley, Chairman

ATTEST:

______________________________
   CYNTHIA BONHAM, CRA Clerk

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**WITNESSES:**

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**BRIDGEBUILDERS, INC.,** a Florida not for profit corporation

By: __ Janie Baker
Print Name: ___________________________  Print:  _Janie Baker

______________________________

Title: _President

Print Name: ___________________________
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of __________, 2009, by Kenneth W. Bradley, as Chairman of the City of Winter Park Community Redevelopment Agency, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes, on behalf of the CRA. He or she is personally known to me or produced the following identification:

____________________________________

(NOTARY SEAL) 

Notary Public:

__________________________

Printed Name:

__________________________

Commission No.:

My Commission Expires:

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ___ day of __________, 2009, by __________________________, as __________________ of Bridgebuilders, Inc., a Florida not for profit corporation. He or she is personally known to me or produced the following identification:

____________________________________

(NOTARY SEAL) 

Notary Public:

__________________________

Printed Name:

__________________________

Commission No.:

My Commission Expires:
EXHIBIT “A”

Program Overview and Goals

The Bridgebuilders are a 501(C)3 incorporated on November 5, 2003. The purpose of Bridgebuilders is to insure that all persons living in Winter Park work together to create racial harmony, safe and secure neighborhoods and make a sensitive and informed response to the needs of the residents. Bridgebuilders seeks to empower people with a vision of what can be done to change things for the common good. Bridgebuilders focuses on the following program areas:

- Brotherhood Award Dinner
- Recognition of Community Activist and Scholarship Recipient
- Voters Registration
- Black History Program and Recognition of Early Settlers Ancestors
- Political Forums
- Community Awareness and Participation
- Education and Social Endeavors

Bridgebuilders provides a Scholarship Program. The funding of $20,000.00 will be allocated to fund scholarships for students who live in the CRA District and maintain a C or above grade point average. The student must complete an application and meet the above mentioned qualifications. The scholarship funds are then mailed directly to the university.

- The goal is to award a minimum 8 scholarships using this funding.

- Additionally it is required that Bridgebuilders markets the program throughout the CRA community and creates a flyer on the Program which identifies the parameters and how to apply.