

winter park



agenda

REVISED December 14, 2015 at 2:30

City Hall Commission Chambers
401 Park Avenue South • Winter Park, Florida

CRA board

1 administrative items

- a. Approval of Minutes from August 10th meeting

2 action items

- a. Approval of the extension of the Mt. Moriah parking lot lease
- b. Review and accept the 5 Year CIP for CRA Capital Projects

3 informational items

- a. Denning Drive update

4 new business items

5 adjournment

appeals & assistance

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

"Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office (407-599-3277) at least 48 hours in advance of the meeting."

winter park



community
redevelopment
agency

agenda item

meeting date December 14, 2015	approved by <input type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A <input type="checkbox"/> Advisory Board
item type <input checked="" type="checkbox"/> Administrative <input type="checkbox"/> Action <input type="checkbox"/> Information	final vote

CRA board

subject

Approval of Minutes from August 10th meeting

motion | recommendation

Motion to approve is requested

background

N/A

COMMUNITY REDEVELOPMENT AGENCY
August 10, 2015

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

Members present:

Mayor Steve Leary
Commissioner Greg Seidel
Commissioner Sarah Sprinkel
Commissioner Carolyn Cooper
Commissioner Tom McMacken

Also present:

City Manager Randy Knight
City Clerk Cynthia Bonham
CRA Director Dori Stone
CRA Attorney Larry Brown

Motion made by Commissioner McMacken to approve the agenda; seconded by Commissioner Sprinkel and carried unanimously with a 5-0 vote.

1. Administrative Items

Motion made by Commissioner McMacken to approve the minutes of June 8, 2015 and July 20, 2015; seconded by Commissioner Seidel and approved by acclamation with a 5-0 vote.

Regarding the Orange County Representative seat, City Manager Knight explained that the County has to ratify the appointment of Mr. Hal George before it is official.

2. Action Items

a. Review and approval of FY 15/16 budget

CRA Director Dori Stone addressed the revised budget sent to the Commission today that includes funding they were able to find for the Winter Park Playhouse for an annual contribution which will be discussed under organizational support later in the meeting.

Kyle Dudgeon, CRA provided an overview of the proposed FY 15/16 budget. He outlined the 10 year historical CRA tax base and revenues, revenue from years 2013-2015 and the proposed 2016 revenues of approximately \$3.1 million, expenses, expenditures, and debt service. Mr. Dudgeon addressed the CRA projects being proposed in this budget to include 'Winter in the Park', Denning Drive, New York Avenue and small scale CRA improvements. He provided a list of CRA grants worked on by staff and advisory board members which requires minimal financial support to get them off the ground and to determine any interest from those (driveway renovation program, paint only program, housing rehabilitation program, sign replacement to replace pole signs with monument type signs, organizational support (such as Bach Festival, etc.), and community support. Mr. Dudgeon summarized the amount of funding requested for each item.

The Denning Drive allocation of \$500,000 and what is included in that funding was addressed by Mr. Dudgeon. He spoke about the proposal to reallocate the public right-of-way from a 4 lane, to 3 lanes with a turn lane they will come back during the design phase with updates. Ms. Stone spoke about the Denning beautification being a fraction of the cost because of using in-house resources and we are not purchasing right-of-way but that is a resurfacing project moving the curb out. It was clarified that this funding is not entirely for the design but would include sidewalks, resurfacing, and curbing but no bus bays. Upon questioning, Ms. Stone stated they can look at the design to put in a bus bay during the process, bring back design alternatives and include public input. The design brought forward this evening will be utilized as a good place to start but that other designs will be brought forward with public input during the design process. There was a consensus to move forward with this project in this budget year.

Mr. Dudgeon then addressed Phase I of New York Avenue. Ms. Stone clarified this would be a two year phased project because it cannot be fully funded within one year. The need to improve this intersection with Lyman was discussed because of safety concerns. The funding of trees was addressed. Ms. Stone will build trees in the total cost and bring that back to the CRA Agency. She also stated they will review the turning radius at New York Avenue and Fairbanks and will review the right-of-way at Fairbanks to make sure the turning radius there is not reduced (there was a consensus to move forward with this).

Mr. Dudgeon spoke about CRA grants and that they are asking for similar financial contributions to previous years. He stated the community support elements remain relatively consistent as last year. He addressed the Winter Park Playhouse request for funding. Ms. Stone asked that the Welbourne Day Nursery and the Winter Park Day Nursery be granted the same amount; they will adjust the funding at final budget approval for the Winter Park Day Nursery as they are requesting a larger amount of funding.

Discussion ensued regarding traffic adaptive signalization, the Harper Street transmission lines, and if an additional police officer for the CRA area can be funded from CRA funds. Winter Park Day Nursery Executive Director Ali DeMaria spoke about their request and that they have not received funding for the last few years (from approximately 2008-2014).

Electric Director Jerry Warren provided information regarding the Harper Street transmission lines being installed at the corner of Comstock Avenue and Harper Street and the associated costs. Mr. Warren spoke about the need to inform Duke now if the City wishes to underground these lines because of the timing of their request for bids to furnish and install the conduit cable system. He spoke about the increase in cost of about 25% if the City does not do this now. Mayor Leary and Commissioners McMacken and Seidel did not support this at this time because of the large amount of funding required. Commissioners Cooper and Sprinkel supported this.

Motion made by Commissioner McMacken to approve the FY 15/16 budget as presented by staff; seconded by Commissioner Sprinkel.

Motion amended by Commissioner Cooper to add \$80,000 to the Denning redesign for street trees. Motion failed for lack of a second.

Motion amended by Commissioner Cooper to add to the Denning renovation a \$50,000 line item for street trees. Ms. Stone explained the funds already allocated for Denning and asked that they be able to use this funding for both the design and trees. **The motion was withdrawn.**

Motion amended by Commissioner Cooper that the CRA will incorporate the design and the street trees into the budget for the Denning renovation; seconded by Commissioner Seidel.

Motion amended by Mayor Leary to reduce the Playhouse contribution to \$25,000 (from \$35,000) from the CRA (re-stated amendment to change from \$10,000 to \$25,000); seconded by Commissioner Seidel. (The funds are being contributed assuming they will continue the community service activities/programs for the day nurseries and seniors).

Motion amended by Mayor Leary to increase the Welbourne Day Nursery contribution to \$15,000 from their request of \$7,000; seconded by Commissioner Cooper.

Heather Alexander, Winter Park Playhouse, thanked the Commission for their consideration for funding but asked if they can support them for \$20,000 that would help them keep supporting their outreach programs. She spoke about their support for both day nurseries.

Ali DeMaria, Executive Director Winter Park Day Nursery, thanked the Commission for supporting both day nurseries and the Playhouse.

Mary Daniels, 650 Canton Avenue, spoke in support of the Winter Park Playhouse and the Welbourne Day Nursery. She addressed concerns with the number of lanes with the Denning Avenue improvements because of possible increase in traffic.

The following spoke about the improvements to Denning Drive:

Luke Krzeminski, 942 Camellia Avenue (in favor)

Jamie Krzeminski, 942 Camellia Avenue (in favor)

Jeffery Blydenburgh, 204 Genius Drive (in favor)

Forest Michael, 358 W. Comstock Avenue (supports CIP projects with bicycle facilities)

Mary Randall, 100 S. Kentucky Avenue (opposed narrowing Denning)

Michael Poole, 1671 Summerland Avenue (in favor of bike lanes and hoped that New York Avenue would also include bike lanes)

Gerry (James) Shepp, 917 Camellia Avenue (should not narrow down the road)
Joan Cason, Woodcrest Drive, stated she did not have the answer but hoped things were considered such as the number of vehicles, bikes, pedestrians and merchants.

Rick Geller, 1750 Carollee Lane, spoke in favor of widening Denning with bicycle lanes

Linda Walker Chappell, 794 Comstock Avenue, opposed adding lanes to Denning
David Erne, 2313 Woodcrest Drive, (in favor with bicycle lanes)

The following spoke in favor of funding for the Winter Park Playhouse:

Brian Wettstein, 329 Park Avenue North (wanted more funding)

Audrey Byllotle, 904 Waterside Drive, Celebration (Playhouse board member)

Gerry (James) Shepp, 917 Camellia Avenue

Gary Brewer, 1250 S. Denning Drive

Michele McArdle and Stacey Johnson, Valencia College, expressed concerns with the ingress/egress with the Denning redesign and asked to be involved with the design process.

Upon a roll call vote on the 1st amendment (that the CRA will incorporate the design and the street trees into the budget for the Denning renovation), Mayor Leary, Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the 2nd amendment (to reduce the Playhouse contribution to \$25,000 (from \$35,000) from the CRA), Mayor Leary, Commissioners Seidel, and Cooper voted yes. Commissioners Sprinkel and McMacken voted no. The motion carried with a 3-2 vote.

Upon a roll call vote on the 3rd amendment (to increase the Welbourne Day Nursery contribution to \$15,000 from their request of \$7,000), Mayor Leary, Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

Upon a roll call vote on the main motion with the amendments, Mayor Leary, Commissioners Seidel, Sprinkel, Cooper and McMacken voted yes. The motion carried unanimously with a 5-0 vote.

b. Review and accept the 5 year CIP for CRA Capital projects

CRA Director Dori Stone explained the CIP will be brought back to the CRA Agency at the November 9 meeting.

The CRA Agency meeting adjourned at 4:02 p.m.

Chairman Steve Leary

ATTEST:

City Clerk Cynthia S. Bonham



agenda item

meeting date December 14, 2015	approved by <input type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advisory Board
item type <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information	final vote

CRA board

subject

Addendum to the Mt. Moriah Church lease on the parking lot located at 411 S. Pennsylvania

motion | recommendation

Approve the extension of the parking lot lease with Mt. Moriah for an additional five years with a seven year option and authorize the Mayor to sign the addendum.

background

The CRA has had a lease agreement with Mt. Moriah Church since 2005 for the parking spaces located south of the city's parking piazza in Hannibal Square. The property, located at 411 S. Pennsylvania has 48 parking spaces which are open to the public. The CRA pays \$30/space in the current lease which expired in September 2015. When discussing the renewal of the lease, the Church leadership agreed to that lease price per space and also agreed to extend the lease for an additional five years with the option for a final seven years which is the life of the CRA.

These parking spaces are frequently filled and this parking provides easy access to the businesses and community features in Hannibal Square.

Staff met with Church leaders on Wednesday December 9, 2015 to negotiate the lease. Based on the timely need to update the lease and provide payment for the past three months, this item has not been to the CRA Advisory Board for review and recommendation. The Board has recommended approval of the past leases and the first addendum which allowed the CRA to lease eight additional spaces acquired by the Church in 2013.

The financial obligation of this lease is budgeted in the FY 2015/16 budget for \$17,280.

Staff worked with the City Attorney on drafting the Second Addendum and would recommend approval. The current lease and the proposed addendum are attached for your review.

SECOND LEASE ADDENDUM

This SECOND LEASE ADDENDUM ("Addendum") is made and entered into this 14th day of December, 2015 by and between Mount Moriah Missionary Baptist Church of Winter Park, a Florida not for profit corporation ("Landlord"), whose address is P.O. Box 2044, Winter Park, Florida 32790, and Winter Park Community Redevelopment Agency, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes ("Tenant"), whose address is 401 S. Park Avenue, Winter Park, Florida 32789, to amend and supplement that certain Lease Agreement between Landlord and Tenant concerning parking spaces, dated as of September 13, 2010, as amended by the First Lease Addendum dated November 4, 2013 (collectively the "Lease").

WHEREAS, the Tenant and Landlord desire to extend the Term of the Lease for an additional five year period and grant Tenant an additional right to extend the Lease for a seven year renewal term thereafter.

NOW THEREFORE, for and in consideration of the agreements contained herein, \$10.00 and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Extension of Term. The Parties agree that the Term of the Lease shall be extended for an additional five (5) year period running from October 1, 2015 to September 30, 2020. Further, Tenant shall have the right to extend the Term of the Lease for an additional seven (7) year renewal term commencing on October 1, 2020 provided Tenant gives Landlord written notice of its intent to renew on or before ten (10) days prior to the expiration of the then current renewal term ending on September 30, 2020. All other terms, conditions, and specifications of the Lease remain unchanged.

2. Effective Date. The Effective Date of this Addendum shall be retroactive back to October 1, 2015. The Tenant will pay rent for the months of October, November and December 2015 on or before when the rent is normally due for January 2016 rent.

IN WITNESS WHEREOF, the Landlord and Tenant hereto have caused this Addendum to be executed by their authorized representatives on the day and year first above written.

WITNESSES:

Print Name: _____

Print Name: _____

LANDLORD:

MOUNT MORIAH MISSIONARY
BAPTIST CHURCH OF WINTER PARK,
a Florida not for profit corporation

By: _____

Print Name: _____

Its: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this ____ day of December 2015,
by _____, as _____ of MOUNT MORIAH
MISSIONARY BAPTIST CHURCH OF WINTER PARK, a Florida not for profit corporation,
on behalf of said corporation. He/she is [] personally known to me or [] produced
_____ as identification.

Notary Public

Print Name

WITNESSES:

Print Name:_____

Print Name:_____

TENANT:

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

By:_____
Steve Leary, its Chairman

Attest:_____
Cynthia Bonham, CRA Clerk

FIRST LEASE ADDENDUM

This FIRST LEASE ADDENDUM ("Addendum") is made and entered into this 4th day of NOVEMBER, 2013 (the "Effective Date") by and between Mount Moriah Missionary Baptist Church of Winter Park, a Florida not for profit corporation ("Landlord"), whose address is P.O. Box 2044, Winter Park, Florida 32790, and Winter Park Community Redevelopment Agency, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes ("Tenant"), whose address is 401 S. Park Avenue, Winter Park, Florida 32789, to amend and supplement that certain Parking Lease between Landlord and Tenant, dated as of September 13, 2010 (the "Lease").

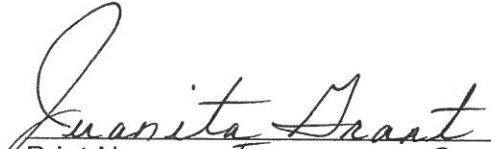
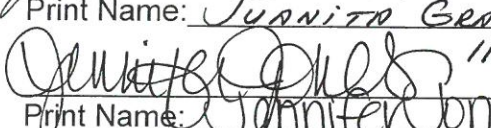
1. Terms. All capitalized terms used in this Addendum that are not otherwise defined herein shall have the same meanings as in the Lease.

2. Amendment of Section 1.3 of the Lease. Section 1.3 of the Lease is hereby amended by adding the following:

"At the Commencement Date of the First Lease Addendum the Landlord shall provide an additional eight (8) standard parking spaces on the Premises. The parties agree that with these additional eight (8) standard parking spaces there are, at the Commencement Date of the First Lease Addendum, forty-eight (48) standard parking spaces on the Premises. During the remaining term of the Lease the rent shall be \$30.00 per parking space"

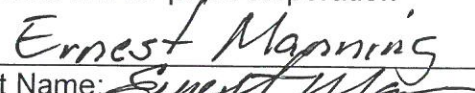
IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum as of the date hereinabove written, each acknowledging receipt of an executed copy hereof.

WITNESSES:


Print Name: JUANITA GRANT

Print Name: Jennifer Jones 11-4-13

LANDLORD:

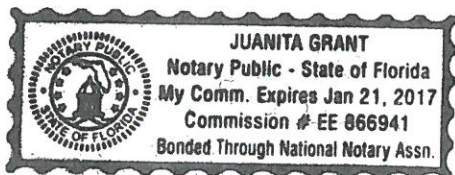
MOUNT MORIAH MISSIONARY
BAPTIST CHURCH OF WINTER PARK,
a Florida not for profit corporation

By: 
Print Name: Ernest Manning
Its: Chairman Trustees

WITNESSES:

TENANT:

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



[Signature]
Print Name: David Rulhuyt

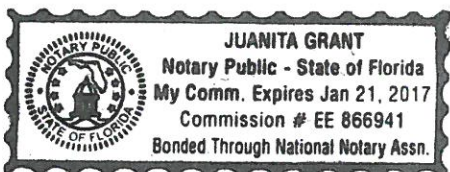
By: [Signature]
Dori Stone, its Director

[Signature]
Print Name: PETER MOORE

Attest:
By: [Signature]
Cynthia Bonham, CRA Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of NOVEMBER, 2013, by ERNEST MANNING, as CHAIRMAN TRUSTEE of MOUNT MORIAH MISSIONARY BAPTIST CHURCH OF WINTER PARK, a Florida not for profit corporation, on behalf of said corporation. He/She is [☒] personally known to me or [☐] produced _____ as identification.

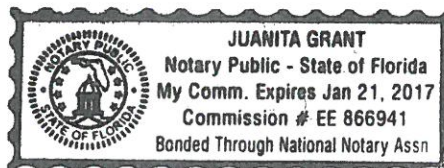


[Signature]
Notary Public
JUANITA GRANT
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 4th day of NOVEMBER, 2013, by Kenneth Bradley and Cynthia Bonham, as Chairman and CRA Clerk, respectively, of the WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes, on behalf of said agency. He/She are [☒] personally known to me or [☐] produced _____ as identification.

[Signature]
Notary Public
JUANITA GRANT
Print Name



LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made effective and entered into this 13th day of September, 2010 by and between Mount Monah Missionary Baptist Church of Winter Park, a Florida not for profit corporation ("Landlord"), whose address is P.O. Box 2044 Winter Park, Florida 32790 and Winter Park Community Redevelopment Agency a body corporate and politic created pursuant to Part III of Chapter 163, Florida Statutes ("Tenant") whose address is 401 S Park Avenue, Winter Park Florida 32789. Said parties, for and in consideration of the sums to be paid as rent in the manner herein provided and the mutual covenants herein set forth do hereby agree as follows:

SECTION 1.0 BASIC LEASE PROVISIONS

1.1 The premises to be leased pursuant to the terms herein is that certain parking area being more particularly described and depicted on Exhibit "A" attached hereto and incorporated herein by reference (the "Premises")

1.2 The term of this Lease ("Term") shall begin on October 1, 2010 (the "Commencement Date") and end on midnight of September 31, 2015. Unless terminated earlier by Landlord as set forth in Section 1.4, Tenant shall have the right to extend the Term for additional five (5) year terms, provided Tenant gives Landlord written notice of its intent to renew on or before ten (10) days prior to the expiration of the then current term.

1.3 The rent for the Premises ("Rent") shall be based on the number of actual standard vehicle parking spaces available for use by the public. At the Commencement Date of the Lease, the parties agree that there are forty (40) standard parking spaces on the Premises. For the first two years under this Lease the rent shall be \$25.00 per parking space. During the remaining three years of the Lease, the rent shall be \$30.00 per parking space. Thereafter the Rent shall be adjusted to a reasonable rate by mutual agreement of the parties. Rent shall be payable every two months in advance beginning on the Commencement Date of this Lease and continuing on the first day of every other consecutive calendar month thereafter at Landlord's address stated above or at such other place as Landlord may designate in writing. Should the date upon which the Term or extended term of this Lease ends be other than the last day of a calendar month then the Rent for the last two months shall be prorated as necessary.

1.4 Landlord and Tenant agree that during the initial five year Term of this Lease neither party shall have the right to cancel this Lease except, however the Lease may be terminated (i) by either party based on a material default by the other party of any provision of this Lease (subject to Sections 5.0 herein) or (ii) by the Landlord with ninety (90) days written notice to the Tenant, if the Landlord obtains building permits to commence construction of a building on the Premises. After the initial five year term of this Lease the Landlord or Tenant shall have the right to cancel this Lease upon sixty (60) days prior written notice to the other party of its intent to terminate.

1.5 Landlord and Tenant agree that all insurance and utilities for the Premises with the exception of costs directly relating to Tenant's obligations set forth in Sections 3.2 and 3.4 shall be borne by the Landlord and not the Tenant.

1.6 Landlord and Tenant agree that if the Premises loses its tax exempt status Tenant shall be responsible for payment of the property tax bill related to the Premises.

SECTION 2.0 POSSESSION OF THE PREMISES

2.1 Tenant shall be entitled to possession of the Premises on the Commencement Date subject to the terms and conditions of the Lease.

SECTION 3.0 TENANT'S USE & OPERATION STANDARD, TENANT'S IMPROVEMENTS

3.1 Tenant agrees to use the Premises solely for public parking. At no time shall tractor trailers and/or staging of construction equipment or materials be allowed.

3.2 Tenant further agrees:

- A. Not to commit waste on the Premises to keep the Premises in a safe, neat, clean and orderly condition and to maintain the Premises to the same or better condition as existed at the Commencement Date.
- B. Not to use the Premises or permit the same to be used in any manner in violation of law that would constitute a nuisance, or that would constitute an extra-hazardous use.
- C. To keep all garbage and refuse off the Premises.
- D. To post tow-away signs on the Premises prohibiting the parking of vehicles from midnight (12) a.m. to five (5) a.m. seven days a week.
- E. To maintain the Premises in good condition, make any necessary repairs or replacements in and to the Premises resulting from Tenant's use, and improve the Premises in accordance with Section 3.4.

3.3 Tenant and Landlord acknowledge that Tenant's use of the Premises is subject to Landlord's right, from time to time to exclusively use the Premises on certain days and at certain times in accordance with this Section. Landlord shall have exclusive use of the Premises every Sunday from five (5) a.m. to Monday at one (1) a.m. during the Term or any extended term of this Lease unless Landlord gives prior notice otherwise to Tenant. Landlord also reserves the right from time to time to exclusively use the Premises on other days provided Landlord gives Tenant at least forty-eight (48) hours prior verbal notice of the time period and date of Landlord's intended exclusive use. At all times during any period of exclusive use by Landlord Landlord shall post visible signage on the Premises indicating such exclusive use. Tenant also reserves the right, from time to time to exclusively use the Premises during City recognized holidays or any City recognized or City supported festivals or events within the City including without limitation the Winter Park Art Festival and the Unity Heritage Festival provided Tenant gives Landlord at least forty-eight (48) hours prior verbal notice of the time period and date of Tenant's intended exclusive use. At all times during any period of exclusive use by Tenant, Tenant shall post visible signage on the Premises indicating such exclusive use.

3.4 Tenant and Landlord agree that Tenant may make improvements to lots 2 and 6 on the Premises similar to existing improvements previously constructed on the east side of the Premises (the "Tenant Improvements"). Tenant shall make full and prompt payment of all costs and expenses of the Tenant Improvements and shall obtain the release or cancellation of any notice, claim or lien filed by any persons whatsoever within five (5) days after notice to Tenant by Landlord. In no event shall the interest of Landlord in the Premises be subject to any mechanic's lien, laborer's or other statutory or common law liens for work done by or at the instance of Tenant. All persons dealing or contracting with Tenant or any employee, agent or contractor of Tenant are hereby put on notice of the foregoing provisions. Tenant agrees to join Landlord at Landlord's written request in the execution of a memorandum of lease to be recorded in the Public Records of Orange County, Florida for the purpose of giving constructive notice of the provisions of this paragraph.

SECTION 4.0 LIMITATION ON LIABILITY, WAIVER OF SUBROGATION

4.1 Tenant agrees that Landlord shall not be liable for any damage to any person or any personal property in or upon the Premises, regardless of the cause therefore during any period in which the Premises is not exclusively used by Landlord, except to the extent such damage is caused by the carelessness negligence or intentional misconduct of Landlord or Landlord's Parties. Landlord agrees that, during Landlord's exclusive use of the Premises any loss by theft or otherwise of the personal property of Landlord or Landlord's employees officers agents contractors subcontractors, independent contractors, guests and invitees ("Landlord's Parties") on the Premises shall be at the risk of Landlord only and during said exclusive period, Tenant shall not be liable for any damage to any person or any personal property in or upon the Premises regardless of the cause therefore, except to the extent directly caused by an obligation of Tenant expressly assumed under the terms of this Lease.

4.2 Landlord and Tenant agree that in the event of loss due to any of the perils for which they have agreed to provide insurance each party shall look first to its insurance for recovery. Landlord and Tenant hereby grant to each other on behalf of any insurer providing insurance to either of them, with respect to the Premises a waiver of any right of subrogation which any insurer of one party may acquire against the other by virtue of payment of any loss under such insurance provided that such waiver of the right of subrogation shall not be operative where the effect is to invalidate such insurance coverage.

SECTION 5.0 TENANT'S DEFAULT, WAIVER & ATTORNEYS FEES

5.1 Should Tenant fail to pay Rent when due then interest shall accrue from five (5) days after the due date at the rate of twelve percent (12 %) per annum but not greater than the maximum rate permitted by law.

5.2 Tenant agrees that if Tenant: (1) fails or refuses to pay Rent under this Lease, at the specified time and place and such default should continue for more than ten (10) days or (2) fails or refuses to keep and perform any of the other Tenant agreements in this Lease and such default shall continue more than fifteen (15) days after written notice thereof by Landlord to Tenant (provided however if the cause of such default involves matters reasonably requiring more than fifteen (15) days to correct or cure Tenant will be deemed in compliance with the written notice so long as Tenant has commenced appropriate correction action within the fifteen (15) days and is diligently prosecuting completion thereof) then Landlord may re-enter and take possession of the Premises remove Tenant's personal property therefrom and store the same at Tenant's expense or at Landlord's option Landlord may immediately terminate this Lease.

5.3 All rights and remedies of Landlord and Tenant specified herein are cumulative and none shall exclude any other rights or remedies allowed by law or equity. No waiver of any agreement of this Lease or of the breach thereof shall be taken to constitute a waiver of any subsequent breach of such agreement, nor to justify or authorize the non-observance of any other occasion of the same or any other agreement hereof.

5.4 In the event suit is brought in connection with this Lease the prevailing party shall be entitled to reimbursement of all costs incurred in connection therewith including reasonable attorneys fees incurred at or before the trial level in any appellate proceedings and in bankruptcy.

5.5 Landlord and Tenant agree that Orange County Florida shall be the venue of any action arising in any way out of this Lease.

SECTION 6.0 TITLE, QUIET ENJOYMENT & ACCESS TO PREMISES

6.1 Landlord warrants that it has lawful title and the right to execute this Lease and agrees if Tenant shall perform all of Tenant's agreements herein specified Tenant shall subject to the terms and conditions of this Lease have the peaceable and quiet enjoyment and possession of the Premises without any manner or hindrance from Landlord or any persons lawfully claiming through Landlord.

6.2 Tenant agrees that Landlord and its agents may inspect the Premises at any reasonable time.

SECTION 7.0 SURRENDER OF PREMISES

7.1 Tenant agrees to deliver up and surrender to Landlord possession of the Premises upon termination of this Lease in as good or better condition and repair (ordinary wear and tear excepted) as the same shall be at the Commencement Date with addition of the Tenant Improvements.

SECTION 8.0 NOTICE & REASONABLE CONSENT

8.1 Any notice or communication or payment which Landlord or Tenant may desire or be required to give to the other party shall be in writing and shall be sent to the other party by 24-hour guaranteed courier or by registered or certified mail to the address specified in the introductory paragraph above, or to such other address as either party shall have designated to the other by like notice, and the time of the rendition of such shall be when same is deposited in an official United States Post Office postage prepaid or with said courier

CRA.

Winter Park Community Redevelopment Agency
401 Park Avenue South
Winter Park, Florida 32789
Attn: Don DeBord, ED/CRA Director
407 599 3665
ddebord@cityofwinterpark.org

Recipient: Mr Ernest Manning

Mount Monah Missionary Baptist Church
PO Box 2044
Winter Park, Florida 32790
321 303 4853
Manningr65@aol.com

8.2 Whenever this Lease specifies that either party has the right of consent, said consent shall be effective only if in writing and signed by the consenting party unless noted otherwise.

SECTION 9.0 LEGAL CONSTRUCTION

9.1 This Lease shall be construed in accordance with the applicable laws of the State of Florida. In interpreting this Lease, there shall be no inference by operation of law or otherwise that any provision of this Lease shall be construed against either party. The Section and Paragraph numbers and captions are inserted only as a matter of convenience and in no way define or limit the scope or intent of such Sections, Paragraphs or this Lease.

SECTION 10.0 ENTIRE AGREEMENT, PROVISIONS BINDING, TIME OF ESSENCE, COUNTERPARTS

10.1 This Lease and any incorporated attachments contain all the agreements between the parties hereto and cannot be modified in any manner other than by agreement signed by the parties.

10.2 The agreements herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. Each agreement, term and provision of this Lease shall be construed to be a promise, covenant and condition. During the Term of this Lease, Landlord represents and warrants that Landlord shall provide any prospective buyer of the Premises a copy of this Lease prior to the execution of any sale and purchase agreement regarding the Premises.

10.3 Time is of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

10.4 This Lease may be executed in any number of counterparts, including facsimile and electronic mail signatures, each of which will be deemed an original and all of which, taken together, will constitute one instrument. The parties may execute different counterparts of this Lease, and if they do so, the signature pages from the different counterparts may be combined to provide one integrated document.

10.5 Nothing contained in this Lease or in any instruments executed pursuant to the terms of this Lease shall be construed as a waiver or attempted waiver by Tenant of its sovereign immunity under the Constitution and laws of the State of Florida.

10.6 During the Term of this Lease, Landlord represents and warrants that Landlord shall provide any prospective buyer of the Premises a copy of this Lease prior to the execution of any sale and purchase agreement regarding the Premises.

10.7 Tenant shall not assign this Lease nor sublet the Premises to any third party; provided, however, Tenant may assign this Lease or sublet the Premises to the City of Winter Park with Landlord's consent.

IN WITNESS WHEREOF Landlord and Tenant have executed this document as of the date hereinabove written each acknowledging receipt of an executed copy hereof

WITNESSES

Ernest Manning
Print Name Ernest Manning
David Sanders Jr
Print Name David Sanders Jr

LANDLORD

MOUNT MORIAH MISSIONARY BAPTIST CHURCH
OF WINTER PARK, a Florida not for
profit corporation

By Robert L Fortier
Print Name ROBERT L FORTIER
Its

WITNESSES

Juanita Grant
Print Name JUANITA GRANT

TENANT

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

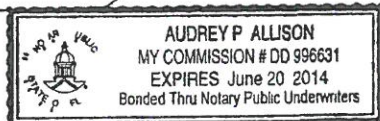
By Kenneth Bradley
Kenneth Bradley its Chairman

Michelle Bernstein
Print Name Michelle Bernstein

Attest
By Cynthia Bonham
Cynthia Bonham CRA Clerk

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 8th day of August, 2010 by Robert Sanders Jr, as Treasurer of MOUNT MORIAH MISSIONARY BAPTIST CHURCH OF WINTER PARK a Florida not for profit corporation on behalf of said corporation He/She is [] personally known to me or [] produced S536-16053086 as identification



Audrey P. Allison
Notary Public
Audrey P. Allison
Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of SEPTEMBER, 2010 by Kenneth Bradley and Cynthia Bonham as Chairman and CRA Clerk respectively of the WINTER PARK COMMUNITY REDEVELOPMENT AGENCY a body corporate and politic created pursuant to Part III of Chapter 163 Florida Statutes on behalf of said agency He/She are [] personally known to me or [] produced _____ as identification

Juanita Grant
Notary Public
JUANITA GRANT
Print Name

M Winter Park Mt Moriah Parking Lease Agreement.doc

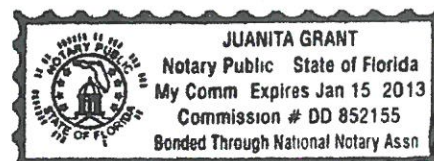


EXHIBIT "A"

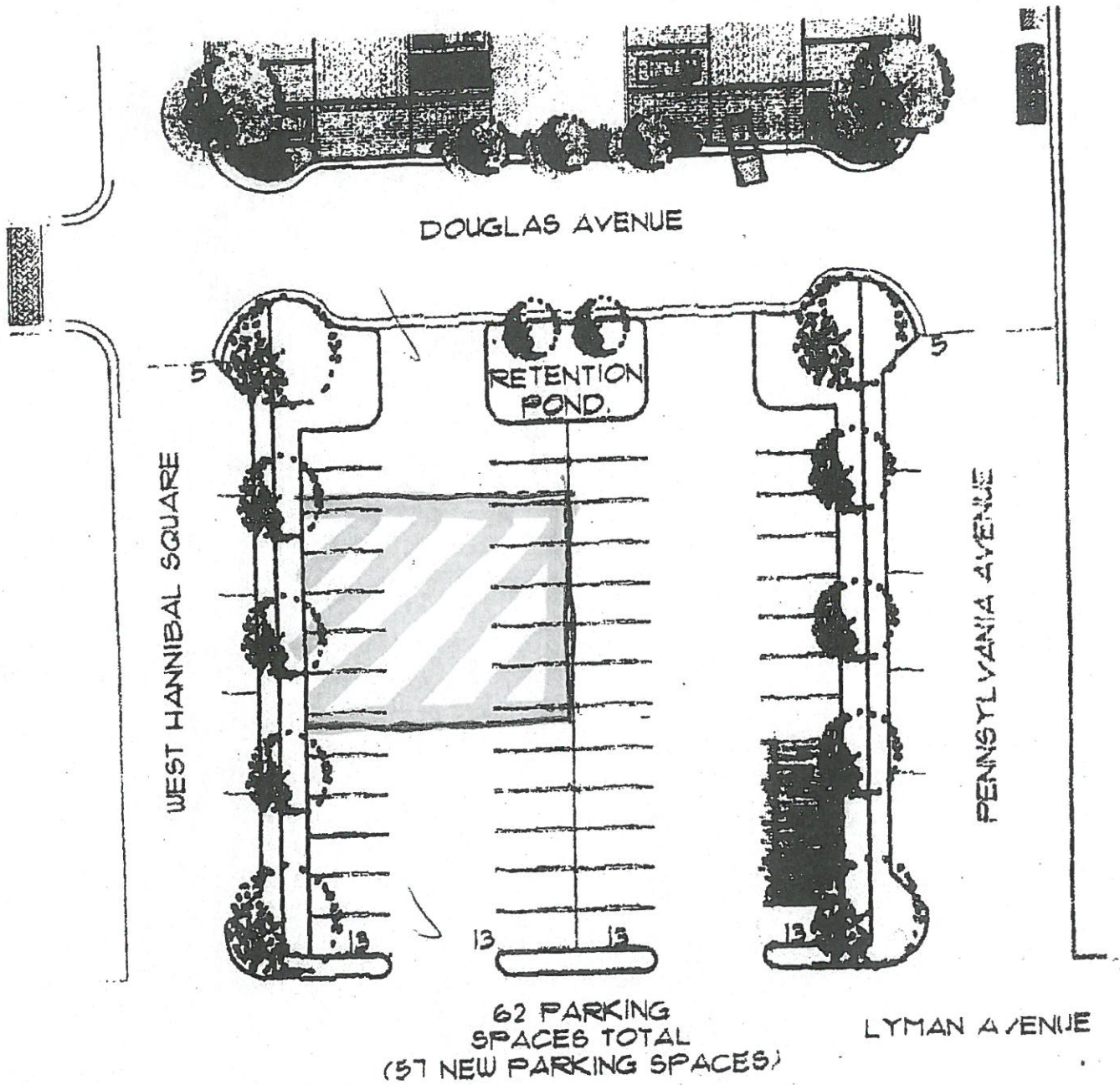
Parcel ID 05-22-30-9400-52-010

Address 411 S Pennsylvania Avenue

Legal Description.

LOTS 1, 2, 4, 5 and 6, BLOCK 52, OF THE REVISED MAP OF THE TOWN OF WINTER PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK "A", PAGES 67 THROUGH 72, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT "B"



Blanket Purchase Order Request

B.P.O. Number:

Date Issued:



City of Winter Park
401 Park Ave. South
Winter Park, FL
USA

32789

Phone: 407-599-3315

Fax: 407-599-3448

www.cityofwinterpark.org

Requested By:

Name:
Date:
Department:
Division:
Phone:
Fax:

Vendor Information:

Vendor #:
Name:
Address:
Address:
State/Province:
Zip/Postal Code:
Phone:
Fax:

Effective Date:

Expiration Date:

Not to Exceed (Dollar Amount)

Commodity #:

Sub Commodity #:

Reason for BPO:

FY 2014/2015 PARKING LOT AGREEMENT WITH MT. MORIAH CHURCH

* If Quotes obtained for BPO, attach copies to this request or explain why there are no quotes in the space below.

* If purchase is to be considered a sole source purchase, a Sole Source Justification form must be filled out and posted by Purchasing for 7 days before a purchase can take place.

* For purchases off of a contract:

Agency Name:

Contract Number:

Additional Information:

Agreement with the CRA for this fiscal year is \$2,880 bi-monthly or \$15,840 annually.

Account #: Amount:

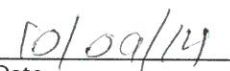
Account #: Amount:

Account #: Amount:

Project #:

[Print Form](#)


Department Head Signature


Date



agenda item

meeting date December 14, 2015	approved by <input type="checkbox"/> City Manager <input type="checkbox"/> City Attorney <input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advisory Board
item type <input type="checkbox"/> Administrative <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information	final vote 7-0

CRA board

subject

2015 CRA Capital Improvement Plan

motion | recommendation

Accept the proposed FY 2015-FY 2020 Capital Improvement Plan.

background

At the July 20th, 2015 workshop, staff reviewed several large scale infrastructure projects with the Agency. These projects build upon a multiyear effort by the CRA Advisory Board, staff, the 2007 CRA Strategic Plan and the public. Based on the workshop, staff was able to further clarify a 5 year Capital Improvement Plan (CIP). The CIP provides a longer view of proposed capital spending and improvements with the intent of providing a timeline for those projects and identifying funding sources. The Agency has the right to reprioritize capital projects throughout the five years, realizing that funding needs to continue to multi-phase projects that are underway.

CIP Plan:

Currently about \$620,000 have been committed to the CIP during the 2014-2015 fiscal year. These include the Park Avenue beautification project, US 17-92 & Morse Blvd improvements, and the adaptive signalization pilot project. Additionally included are \$187,000 previously adopted capital projects including rollover funds from a previous Denning Drive project (\$113,000) and the business façade program (\$36,000) and \$30,000 for the Women's Club restoration grant. Also programmed into the CIP are event costs, programs and maintenance, grants, operational expenses and revenue sources. These costs and revenues are identified because of their significance, but do not supplement all yearly expenditures which separate the CIP from the annually adopted budget.

The remaining four projects are found below, two of which were approved as part of the August 10th meeting budget meeting. Each project has safety, aesthetics, and blight remediation elements. Each of these components have been shown to have significant impact on areas from a social as well as an economic perspective. Projects listed below are concepts only and still would need Agency review as each moves forward.

New York Avenue Streetscape: \$1,762,183

Originally proposed in the 2007 strategic plan but cut due to budget constraints, this concept for New York Avenue proposes new landscaping, aesthetic improvements to the intersections and other safety elements. From Fairbanks to Canton Ave, the street design would allow for bricked intersections with dressed hardscapes including trees, curbing and ADA compliance in the pedestrian right-of-way. Coordination with FDOT will be required to brick the intersection of Fairbanks and New York Avenue.

No parking spaces will be lost as the proposal instead formalizes the existing ones and eliminates illegal parking (such as near the railroad tracks during the Farmer's Market). This is done through 'bulb-outs'. Considered a type of curb extension, successful bulb-outs can:

- Increase pedestrian visibility
- Decrease pedestrian exposure to vehicles by shortening crossing distance
- Increase pedestrian sidewalk/idle space
- Create additional space for street furnishings
- Formalize parking areas

Within these bulb-outs, the concept also proposes new stormwater elements. Flow-through planters are hard-edged stormwater management facilities with an impermeable base. They treat water by allowing runoff to soak through its soil and filter into an underdrain system. An additional \$680,000 also may be proposed for concrete panels to be placed at the New York & Lyman Avenue Intersection to mitigate rough railroad crossings. However, this improvement has not been programmed into the CIP and requires further evaluation of possible revenue sources and design.

PROPOSED CONCEPTS:

- Bricked intersections
- Bulb outs to ensure legal parking
- Landscaping
- Sidewalk beautification

Denning Drive: \$500,000

Staff has collaborated with Public Works, the CRA and Bicycle and Pedestrian Advisory Boards to determine that alternative layouts to Denning Drive may be better suited to provide an appropriate capacity level while including characteristics of a complete streets model.

Based on a study by Comprehensive Engineering Services (CES), right-sizing would not significantly affect traffic flow on Denning. The most recent traffic counts suggest only 7000-9000 cars per day. Four lane roads should be accommodating at least twice that many. In essence, the current cross-section of Denning Drive suggests an oversaturation of roadway for its capacity. Amongst others, a controlled left-turn from Denning for east and westbound traffic would also be examined at the intersections to alleviate congestion and enhance safety.

PROPOSED CONCEPTS:

- Right-of-way reallocation
- Sidewalk on east Denning
- Enhancing the tree canopy
- Maintaining current level of service
- An evaluation of electric undergrounding and lighting

- Others benefits defined through the public and board meetings.

Intersection of US 17-92 & Fairbanks Avenue: \$1,285,648

Proposed scope of improvements includes mast arm traffic signals, landscaping, streetscape improvements, coordination with FDOT and the city to underground utility lines.

The proposed concept looks at aesthetic improvements from several lines of sight including a City marker at the northeast corner, removing the span wire stop signals and replacing them with mast arms, remarking crosswalk locations and appropriate landscaping at each one of the intersection's corners, particularly to the southeast.

In recent years, the City has made several improvements to Fairbanks Avenue and the CRA would be looking to further enhance the corridor by providing gateway elements which maximize the corridors potential from the public realm.

PROPOSED IMPROVEMENTS

- ADA compliant streetscapes
- Curbing
- Landscaping
- Utility signage
- Lighting
- Mast arm traffic signals
- Light poles

Intersection of US 17-92 & Webster Ave: \$717,113

Northern entrance to Winter Park off US 17-92, conceptual improvements include curb repairs, utility signage and lighting, site hardscape improvements and landscaping.

The proposed improvements add depth to the conversation with regards to the northern entrance of Winter Park. Traveling southbound on US 17-92, the streetscape is repetitious with the same concrete and asphalt views. Similar to 17-92 and Fairbanks, gateway improvements provide a cohesive identity and reflect the desired image of the community. Staff will coordinate with FDOT, the public and city departments to ensure appropriate design commensurate with the impacts of the Lee Road extension and Whole Foods development.

PROPOSED IMPROVEMENTS

- Mast arms
- Pedestrian curbing
- Landscaping

Winter Park CRA 5-Year Capital Improvement Plan

Capital Projects	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Est. Cost
Park Avenue beautification Project	\$70,000						\$70,000
Kiosks (funded contructions to be completed in July 2015)	\$85,000						\$85,000
Intersection - US 17-92 & Morse Blvd	\$350,000						\$350,000
Adaptive Signalization Pilot Project	\$200,000						\$200,000
Intersection-US 17-92 & Fairbanks Avenue				\$750,000	\$535,648		\$1,285,648
Intersection-US 17-92 & Webster Avenue						\$717,113	\$717,113
New York Avenue Streetscape		\$762,183	\$1,000,000				\$1,762,183
Denning Drive		\$500,000					\$500,000
Adopted/Budgeted Capital Projects	\$182,339						\$182,339
Total	\$887,339	\$1,262,183	\$1,000,000	\$750,000	\$535,648	\$717,113	\$4,969,944

Events	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Est. Cost
Winter in the Park	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$1,350,000
Popcorn Flicks	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$36,000
St. Patricks Day Parade	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$12,000
Total	\$233,000	\$233,000	\$233,000	\$233,000	\$233,000	\$233,000	\$1,398,000

Programs & Maintenance	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Est. Cost
Summer Youth Employment	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$20,000	\$95,000
Community Center Programs	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$240,000
Welbourne Day	\$7,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$82,000
Heritage Center Operation	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$180,000
WP Playhouse		\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$125,000
Small Scale CRA Improvements		\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$200,000
Microloan Program (funded)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Maintenance of Parking Garages	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$540,000
Total	\$182,000	\$255,000	\$255,000	\$255,000	\$255,000	\$260,000	\$1,462,000

Grants	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Est. Cost
Business Façade Grant	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$200,000
Business Sign Replacement Grant		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Driveway Renovation Grant		\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
Housing Rehabilitation Grant	\$26,998	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$186,998
Organizational Support Grant		\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$60,000
Paint Only Grant		\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
Total	\$66,998	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	\$546,998

Operational Expenses	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	Total Est. Cost
Staff & Indirect Costs	\$298,246	\$330,845	\$342,425	\$354,409	\$366,814	\$379,652	\$2,072,391
General Operating	\$77,004	\$78,324	\$81,334	\$86,774	\$92,377	\$98,148	\$513,961
Contractual Services	\$112,000	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$862,000
Indirect Costs	\$45,905	\$53,323	\$50,000	\$50,000	\$50,000	\$50,000	\$299,228
Debt Service	\$1,498,378	\$1,494,053	\$1,497,545	\$1,496,649	\$1,483,491	\$1,489,029	\$7,470,116
Total	\$2,031,533	\$2,106,545	\$2,121,304	\$2,137,832	\$2,142,682	\$2,166,829	\$10,539,896

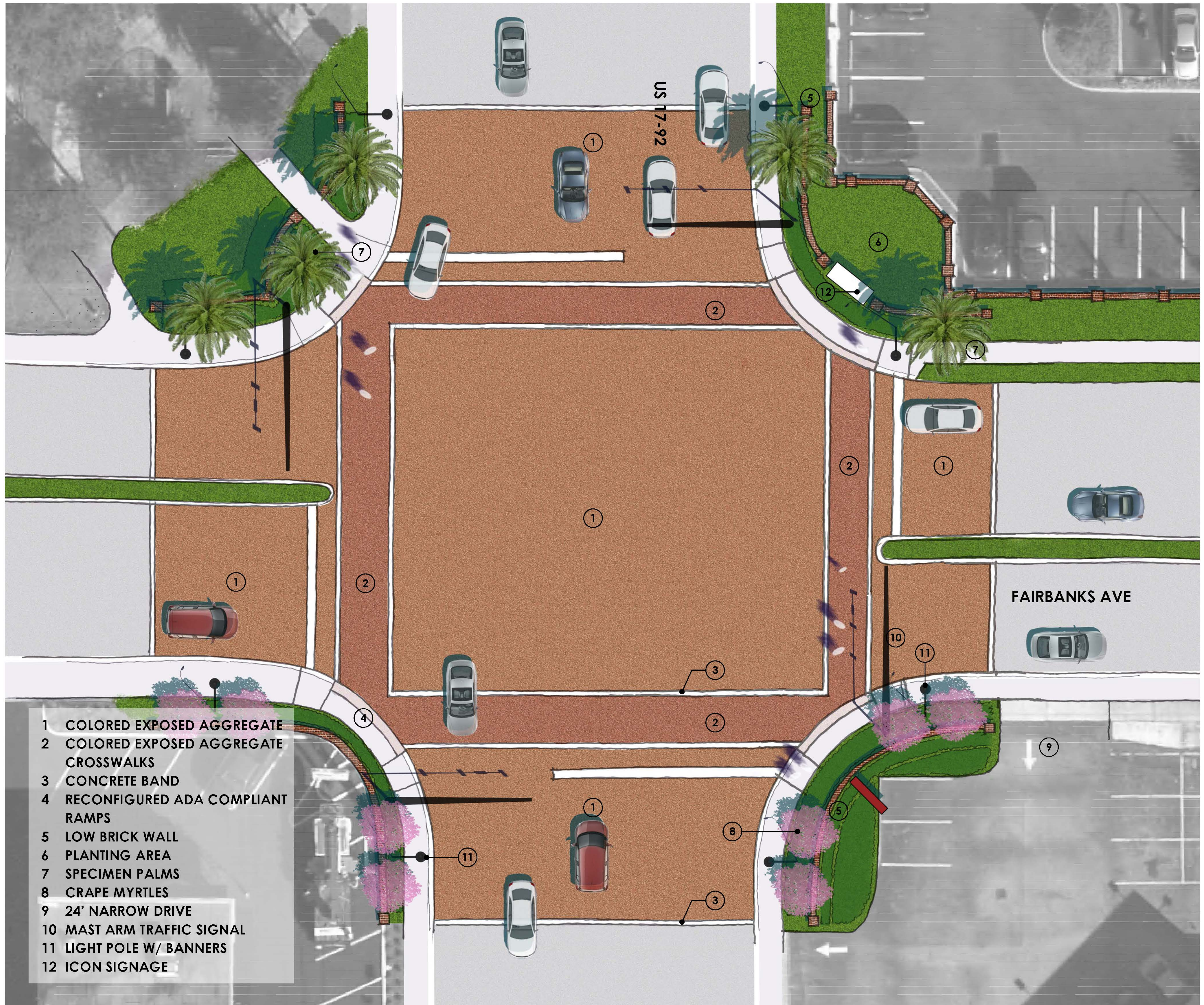
Revenue	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
TIF Revenue - City	\$1,160,162	\$1,390,428	\$1,557,279	\$1,681,862	\$1,782,652	\$1,871,912
TIF Revenue - County	\$1,257,232	\$1,506,764	\$1,687,576	\$1,822,582	\$1,931,937	\$2,028,533
Investments	\$20,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Misc Revenue	\$255,000	\$255,000	\$255,000	\$255,000	\$255,000	\$255,000
Carry Forward	\$1,875,386	\$1,166,910	\$372,374	\$172,925	\$466,537	\$1,179,796
FY Total Revenue	\$4,567,780	\$4,349,102	\$3,902,229	\$3,962,369	\$4,466,126	\$5,365,241
Total Expenses	(\$3,400,870)	(\$3,976,728)	(\$3,729,304)	(\$3,495,832)	(\$3,286,330)	(\$3,496,942)
Remaining Revenue	\$1,166,910	\$372,374	\$172,925	\$466,537	\$1,179,796	\$1,868,299

Assumption: TIF year revenues to increase based on FY 2016 CRA Proforma

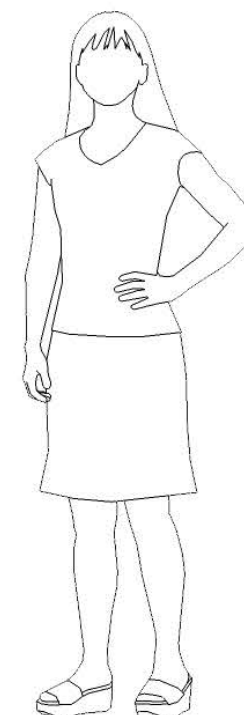
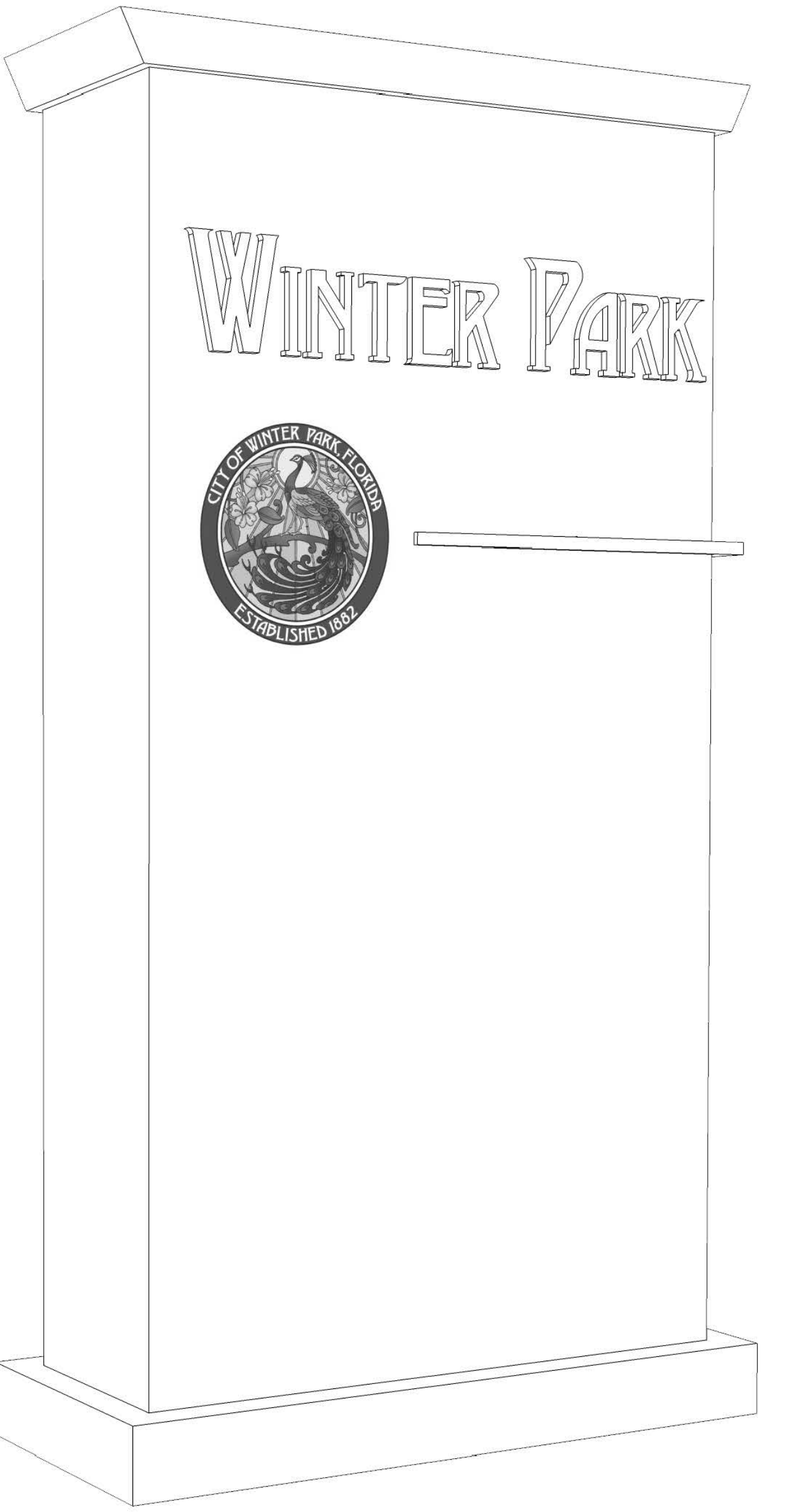




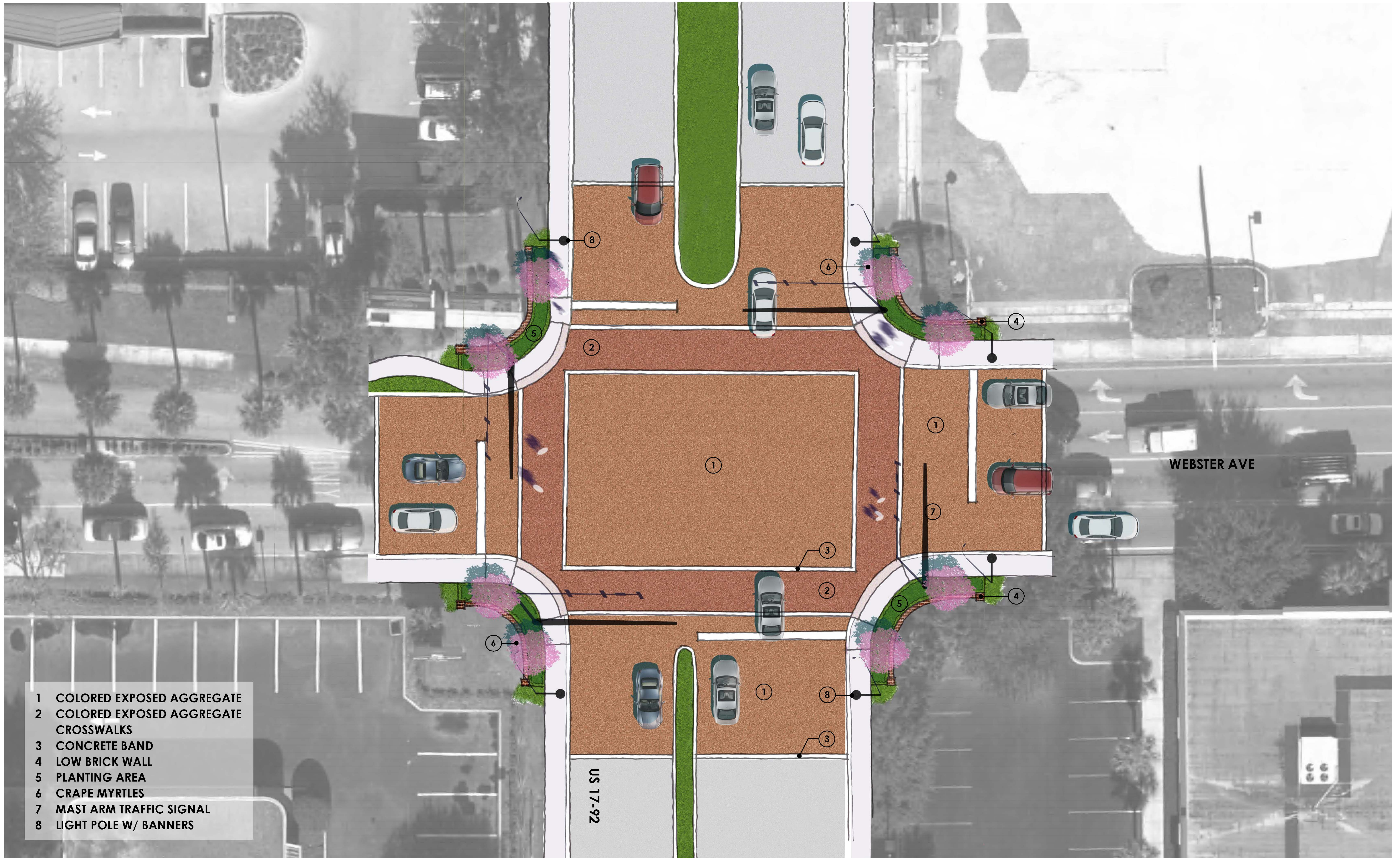




- 1 COLORED EXPOSED AGGREGATE
- 2 COLORED EXPOSED AGGREGATE CROSSWALKS
- 3 CONCRETE BAND
- 4 RECONFIGURED ADA COMPLIANT RAMP
- 5 LOW BRICK WALL
- 6 PLANTING AREA
- 7 SPECIMEN PALMS
- 8 CRAPE MYRTLES
- 9 24' NARROW DRIVE
- 10 MAST ARM TRAFFIC SIGNAL
- 11 LIGHT POLE W/ BANNERS
- 12 ICON SIGNAGE







- 1 COLORED EXPOSED AGGREGATE
- 2 COLORED EXPOSED AGGREGATE CROSSWALKS
- 3 CONCRETE BAND
- 4 LOW BRICK WALL
- 5 PLANTING AREA
- 6 CRAPE MYRTLES
- 7 MAST ARM TRAFFIC SIGNAL
- 8 LIGHT POLE W/ BANNERS

WEBSTER AVE

US 17-92



agenda item

meeting date December 14, 2015

 item type ☐ Administrative
☐ Action
☒ Information

 approved by ☐ City Manager
☐ City Attorney
☐ N/A
☐ Advisory Board

final vote

CRA board

subject

Denning Drive updates

motion | recommendation

N/A

background

Staff met with members of the CRA Advisory Board and Bicycle and Pedestrian Advisory Board (the Denning Drive Subcommittee) to review a potential rightsizing of Denning Drive. Through a study provided by Comprehensive Engineering Services (CES), it was determined that based on several factors including traffic counts, Denning Drive had excess capacity and there is potential to reallocate certain sections of the Right-of-Way (ROW) for other uses.

On November 4th, staff met with the subcommittee to review current conditions and potential for the road. Based on the meeting, the subcommittee was able to determine the following:

- The inconsistent sidewalk on the east side of Denning creates a safety issue for pedestrians.
- Traffic counts on average are less than 10,000 cars a day. Roads needing to be evaluated for a road diet must be less than 20,000.
- With the current zoning and FLU, it is unlikely that significant development will occur and therefore greatly increase vehicular demand for Denning.
- Paseo apartments are currently at 92% occupancy, suggesting the road is accommodating new vehicular demand.
- On a typical weekday, there are 269 bus trips on Denning.
- Private property lines on the west side of Denning Drive limit ROW redesign potential.
- Multimodal designs are attractive from a social and economic perspective.
- Rightsizing on Edgewater Drive in Orlando and Nebraska Avenue in Tampa are appropriate, and successful, case studies for best practices and evaluation.
- A reallocation of the right-of-way can't hinder the quality of the drive on Denning.

The subcommittee also generated a list of features that should be considered for a reconstruction

of Denning Drive:

- Enough ROW for trees
- A connection to trails/bike paths
- Controlled left turn lanes, where appropriate
- The level of service, by FDOT standards, must stay the same
- Light signalization to accommodate a new design
- Accommodation for bus bays that would not impact travel lanes
- If possible, coordinate with undergrounding electric utility
- Evaluate the need for additional street lighting
- Potential for landscaped medians in the ROW where appropriate

Staff has also begun the conversation with the public soliciting comments from private stakeholders and community members. Moving forward, staff will continue coordinating a public input process which will include a public meeting(s) before determining a final cross-section design. At this time, it is anticipated renderings will be available for Agency review at its next public meeting.