

winter park



community  
redevelopment  
agency

# agenda

November 13, 2017 at 2:30 pm

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

## CRA board

### 1 administrative items

- a. Approval of workshop and meeting minutes from September 25, 2017

### 2 action items

- a. CRA Capital Improvements Plan update FY2018-2022
- b. Orange Avenue Corridor Plan

### 3 informational items

### 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 November 13, 2017

item type  Administrative  
 Action  
 Information

approved by  City Manager  
 City Attorney  
 N|A  
 Advisory Board

final vote

## CRA board

### subject

Approval of minutes

### motion | recommendation

Approval of the workshop and meeting minutes from September 25, 2017 is requested.

### Background

COMMUNITY REDEVELOPMENT AGENCY  
WORK SESSION  
September 25, 2017

The meeting of the Community Redevelopment Agency was called to order by Vice Chairman Pete Weldon at 1:30 p.m. in the Commission Chambers, 401 Park Avenue South, Winter Park, Florida.

Members present:

Mayor Steve Leary (arrived 1:41)  
Commissioner Greg Seidel  
Commissioner Sarah Sprinkel (arrived 1:41)  
Commissioner Carolyn Cooper  
Commissioner Pete Weldon  
Orange County Rep. Hal George

Also present:

City Manager Randy Knight  
City Clerk Cynthia Bonham  
Planning Director Dori Stone  
CRA Manager Kyle Dudgeon

Kimley Horn Parking Strategy Review

Kyle Dudgeon opened the work session and introduced consultants Brett Wood and Steven Stansbury who provided a PowerPoint presentation regarding the parking strategies and the next steps for the Commission to consider.

Steven Stansbury and Brett Wood, Kimley Horn, addressed the process where they have been connecting with constituents, residents, and business owners. They clarified that this is not a study but is a strategy. Mr. Stansbury summarized the process followed, what they learned through observations and stakeholder input, the 2013 parking study that was consultant led and the data collected, the existing enforcement practices (one parking enforcement officer) and the number of tickets written, downtown employees parking locations and if they have an employee permit, the motivation for enhanced parking strategies (insufficient turnover of prime parking to support equitable access to downtown merchants; utilization of parking resources; and policies and practices do not align with community expectations).

They continued to address what they heard from community input on parking management and parking program recommendations (strategies and action plan). Mr. Wood suggested the City consider hiring a dedicated parking manager to oversee the various elements of the parking program, to coordinate with the departments that impact parking management, and evaluate and alter the parking management strategies as they are implemented. He elaborated on the strategy document delivered to the Agency which describes a number programs and projects for consideration including the need to increase enforcement staff/operations; to define employee only parking areas; to revise the off-street parking and loading regulations that would allow greater flexibility and promote the use of shared parking in a manner that recognizes the value of parking within the downtown area; what could take place in the next two years (invest in advanced technology, implement a graduated fine structure, implement a license plate based employee

permit, implement a centralized Park Avenue valet, and to continue the improvement of wayfinding).

They continued to address what could happen in the next four years: to make time limits more flexible, locations can serve multiple user types, dependent upon the time of day or day of the week; to implement fee-in-lieu options in conjunction with flexible parking minimum requirements; consider paid parking in areas where parking demands are high; and to consider a downtown circulator or a subsidized ride system (to define a city-sponsored system to move patrons from fringe parking areas to the heart of the downtown areas, as well as move between destination areas within the community).

What could happen beyond four years was addressed: build additional parking to support economic development with goals of increased connectivity and walkability as a primary driver. He stressed the importance of realizing combined strategies.

Questions were answered by the consultants regarding other alternatives for arriving to the downtown such as Uber or SunRail and if they see this happening. Mr. Wood stated they do see this happening in constrained environments where the choice to drive your vehicle becomes more challenging or costly. Also discussed was remote and valet parking.

Planning Director Dori Stone concluded that they want to come back in November with a work session to further discuss this and where the CRA Agency wants to go with this.

The CRA Agency meeting adjourned at 2:30 p.m.

---

Chairman Steve Leary

ATTEST:

---

City Clerk Cynthia S. Bonham

COMMUNITY REDEVELOPMENT AGENCY  
September 25, 2017

The meeting of the Community Redevelopment Agency was called to order by Chairman Steve Leary at 2:30 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 Pete Weldon  
Orange County Rep. Hal George

Also present:

City Manager Randy Knight  
City Clerk Cynthia Bonham  
Planning Director Dori Stone  
CRA Manager Kyle Dudgeon

Approval of May 8 and August 14, 2017 minutes

**Motion made by Commissioner Sprinkel to approve the May 8, 2017 and August 14, 2017 minutes; seconded by Commissioner Weldon and carried with a 5-0 vote with Commissioner Cooper being absent for the vote.** No public comments were made.

CRA FY18 budget

CRA Manager Kyle Dudgeon summarized the 10 year historical CRA tax base and revenues; CRA 10 year proforma distribution of expenses and overall revenues; revenues to include TIF revenue; investment revenue and miscellaneous revenue; expenditures to include operating costs with staffing and general operating expenses; community initiatives (social and economic nature of the CRA plan); capital maintenance (covers parking garage agreements and Mt. Moriah property); debt service; and capital projects/programs.

Mr. Dudgeon provided a report on the proposed operating costs and the community initiatives support (Community Center programs, Heritage Center operation, Winter Park Playhouse, Welbourne Nursery Program, Popcorn Flicks, and the St. Patrick's Day parade). The proposed budget for the Community Initiatives programs was summarized to include the Summer Youth Enrichment Program, Organizational Support Grant, and support for the Community Initiatives.

Mr. Dudgeon spoke about the proposed budget for capital expenditures (Programs: Housing Rehabilitation Program, Business Façade Program, Driveway Improvement Program, Commercial Sign Replacement Program, and the Residential Paint-Up Program).

The proposed budget for capital expenditures (Projects: New York Streetscape, West Meadow Ice Rink, Qualified Target Industry Program, CRA Enhancement Fund, and Small Scale CRA Projects) was summarized.

Mr. Dudgeon addressed the three rollover projects: Denning Drive (Project begins mid-October), Park Avenue refresh (CRA contributions for Park Avenue/Central Park upgrades), and W. Morse Boulevard-Orlando Avenue/Morse Boulevard intersection improvements.

Commissioner Weldon asked about the start time of the New York Avenue project. Public Works Director Troy Attaway stated this project will probably begin the Summer of 2018. The New York Avenue project was further discussed.

Commissioner Sprinkel expressed her preference to put dollars into street lighting and trees for the CRA. After discussion, she agreed with \$200,000 out of CRA projects to get started. There was a consensus to budget the \$200,000.

The timing of the electric undergrounding was discussed. Commissioner Weldon asked that CRA funds be used for this in the CRA.

Commissioner Cooper expressed her preferences for the budget: Allocate funds to improve the flooding in the area next to MLK Park (Public Works Director Attaway addressed this and the amount of rain that caused standing water that was out of the ordinary and is currently reviewing this to see if they can help that situation in the future); wanted to see funds for trees and benches put into the PD&E in the CIP (postponed); and wanted to set aside funds for the implementation of the parking strategy (whatever is decided). Planning Director Stone stated this is approximately \$70,000 for equipment and a new parking officer. She stated to look at parking codes and based on Kimley Horn's consultant service dollars, she would try and fine tune how much it would be to look at creating a specific parking code for our downtown area and believed it would be about \$35,000 for a placeholder. After discussion, there was a consensus to put \$100,000 in the budget for parking strategies.

Mr. Attaway further addressed the flooding issues during the hurricane. He stated they are going to investigate and model taking the sinkhole and increase their flood detention by about 30%. Mayor Leary stated this could come out of Reserves if there is a need and a solution and to bring this back to them for approval.

Mayor Leary expressed his preference to reduce the Playhouse funding back to \$25,000 because of concerns that the Welbourne Day Nursery is only receiving \$25,000. Commissioner Weldon supported the funding of \$40,000. Commissioner Seidel stated the Playhouse indicated they have been going to both day nurseries to teach the children so this helps them fund that and adds additional funding for the additional show they just had. Mayor Leary stated he wanted to see some parking solutions for the Playhouse. Commissioner Cooper expressed her support because the Playhouse also supports our senior citizens and assumed this request is just for this year. Orange County Representative Hal George also supported their request for the increase because of what they have done for the community.

Mayor Leary summarized the differences with what was presented by staff for the budget to include: \$100,000 for parking strategies and \$200,000 set aside for street lighting and trees for the Westside.

**Motion made by Commissioner Sprinkel to approve the budget as presented with the additional two items (\$100,000 for parking strategies and \$200,000 set aside for street lighting and trees for the Westside); seconded by Orange County Rep. Hal George.**

The following spoke in favor of increasing the Playhouse budget:

Heather Alexander, Winter Park Playhouse  
Gary Brewer, 1250 S. Denning Drive  
Gerry Shepp, 917 Camellia Avenue  
Julie Zimmerman, 230 Carolina Avenue  
Christopher Leavy, 1950 Killarney Drive

**Upon a roll call vote on the motion, Mayor Leary; Commissioners Seidel, Sprinkel, Cooper and Weldon; and Orange County Rep. Hal George voted yes. The motion carried unanimously with a 6-0 vote.**

The CRA Agency meeting adjourned at 3:30 p.m.

---

Chairman Steve Leary

ATTEST:

---

City Clerk Cynthia S. Bonham



community  
redevelopment  
agency

meeting date November 13, 2017	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 type="checkbox"/> Administrative <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information	final vote

## CRA board

### Subject

5 Year Capital Improvement Plan (CIP) FY2018-2022

### **motion | recommendation**

Consideration of the updated Capital Improvement Plan (CIP) for FY2018-2022 is requested.

### Background

Based on the direction provided by the Agency at the August worksession and September budget meeting, staff has reconciled this information into an updated version of the CRA's Capital Improvement Plan for consideration. Two versions of the CIP are provided in the backup for comparison. The first is identified as the current CIP which includes all existing projects plus direction to allocate dollars for parking strategies and a CRA Lighting and Tree Plan. The second is a proposed update based on existing conditions and future opportunities. Each project in bold below elaborates on the dollars associated which each update to the current CIP. This was reviewed by the CRA Advisory Board at a special meeting on November 9<sup>th</sup>, 2017.

### **New York Avenue Streetscape**

Based on the detailed conversation regarding cost as well as the development of the four way stop at Morse and New York, there is potential to re-evaluate the scope of this project. Should the direction to place a four way stop at this location become permanent, a significant cost savings is provided in the removal of mast arms from the project scope. Another cost savings could be incurred due to the decorative lighting element of this project now being considered as part of the CRA Lighting and Tree Plan. An alternative scope includes 22 additional parking spaces, crosswalks at Welbourne and Comstock and a redesign of the left hand turn from Fairbanks to New York.

The original scope of these enhancements may not begin until Summer 2018 until the completion of the Denning Drive complete street project.

### **17-92 PD&E Update**

Each fiscal year, dollars allocated for this project are highlighted in yellow in the CIP. The purpose of this is to show an evolution of the existing CIP projects (intersections of US 17-92 and Fairbanks, Morse, and Webster), with the City's share of the updated 17-92 PD&E. Total share of



\$3,400,000 would be available by FY2021. FY20 dollar value also includes 200K for landscape improvements for Agency consideration. Based on information provided by FDOT, construction would begin in 2022.

### **Parking Strategies**

Staff is requesting an additional \$50,000 to this line item for three identified uses. A parking enforcement officer (parking ambassador) valued at \$68,209 for year one, encumbrance of a scope of services for an evaluation of the city's downtown parking code, and an investment by the CRA for license plate reader technology (LPR) valued between \$25,000-\$50,000. CRA staff is working with the Police Department and IT on a specific scope for software upgrades to be reviewed by the board at a later date. Combined with these items is a review of the current parking ticket fine structure in favor of an increasing graduated system designed to disincentivize repeat offenders. This change could be considered with the next update to the fee schedule. Ongoing funding would need to be committed for staffing the ambassador as well as maintenance costs for the LPR software.

### **CRA Street Lighting/Tree Plan**

Staff is requesting an additional \$61,000 to accommodate phase one of a two year plan. Dollar values are coordinated into the city's undergrounding program, project G. The CRA would cover the hard costs of the lights in the CRA with Electric Utility absorbing the soft costs as they will already be providing work in the area. \$10,000 is earmarked for trees as necessary. Year two of the project valued at \$271,000 encapsulates the remaining areas of the CRA which is predominately project K of electric undergrounding. In total, the scope provides 255 decorative lights in lieu of 145 existing cobraheads. Staff has not allocated dollars for Orlando Avenue as undergrounding of this area is scheduled for FY2025. Total cost of this area is estimated at \$1,200,000.

### **Large Scale Capital Projects**

Identified as any project over \$500,000, this line item provides the Agency an opportunity to act on an item included, or not, in our strategic planning discussion back in August. These items may include MLK Park improvements, Post Office purchase, parking garage, etc. The proposed house and senate bills governing CRA's for this legislative session have language which prevents CRA's from adjusting their budgets mid-year. Beginning this line item in FY19 moving forward allows the Agency to identify capital projects over the next year should this legislation pass. The line item also acts as a larger discretionary fund for projects moving forward.

### **Downtown Bollards**

Staff was presented with an opportunity to enhance the streetscape of downtown by providing a bollard installation package aiding in its pedestrian context. Placed in the street, each set would be pulled up to a lock position when needed and rest below ground when not. The CRA plan speaks to streetscape improvements for several downtown streets. The CRA also has a history of providing functional yet aesthetic enhancements to the area.

Successful urban design facilitates a feeling of comfort while still ensuring safety. The bollards provide an opportunity for enhanced safety features as each proposed location is able to stop vehicular traffic from entering the area during street closures for events such as the art festivals, Dinner on the Avenue, and Winter on the Avenue among others.

This project has yet to be programmed into the CIP but funding may be allocated from reserves, or transferred from a revised scope of work for New York Avenue. Total cost of the project is estimated at \$580,000. Staff is looking for direction on this item.

### **CRA Enhancement Fund**

Staff has been provided a list of projects within the district for ADA improvement valued at \$30,000 from Public Works. Direction at the September 25<sup>th</sup> CRA Agency budget meeting was to bring back any capital item greater than \$20,000 for this project line. This list is provided in the backup material.

### **Welbourne Nursery**

Modification to the request for funding for the Welbourne Nursery from \$25,000 to \$35,000 to match Winter Park Day Nursery support dollars provided by the Winter Park general fund.

Modifications to any line item, project, or program in this or future years can be made during budget time should any change in scope, scale, priority, or through the introduction of new information.

### **fiscal impact**

Financial implications to the CIP and beyond are included as backup and are pending Agency direction.

*winter park*



CAPITAL IMPROVEMENTS PLAN  
(CIP)

community  
redevelopment  
agency

CURRENT

Winter Park CRA 5-Year Capital Improvement Plan

Capital Projects	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total Est. Cost
Park Avenue beautification Project (funded in FY16)	\$0	\$41,692					\$41,692
Kiosks (funded; construction completed in July 2015)	\$1,680						\$1,680
Intersection - US 17-92 & Morse*	\$26,925	\$412,575					\$439,500
Women's Club Renovation							\$0
Intersection-US 17-92 & Fairbanks Avenue			\$750,000	\$535,648			\$1,285,648
Acquisition of 1111 W. Fairbanks Avenue (funded in FY16)							\$0
New York Avenue Streetscape**	\$147,000	\$1,695,183					\$1,842,183
Denning Drive	\$12,458	\$1,847,143					\$1,859,601
Intersection - US 17-92 & Webster					\$717,113		\$717,113
Parking Strategies		\$100,000					\$100,000
CRA Lighting/Tree Plan		\$200,000					\$200,000
<b>Total</b>	<b>\$188,063</b>	<b>\$4,296,593</b>	<b>\$750,000</b>	<b>\$535,648</b>	<b>\$717,113</b>	<b>\$0</b>	<b>\$6,487,417</b>
Events	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY2022	Total Est. Cost
Winter in the Park	\$217,084	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$1,342,084
Popcorn Flicks	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$36,000
St. Patricks Day Parade	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$223,084</b>	<b>\$231,000</b>	<b>\$231,000</b>	<b>\$231,000</b>	<b>\$231,000</b>	<b>\$231,000</b>	<b>\$1,378,084</b>
Programs & Maintenance	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY2022	Total Est. Cost
Summer Youth Employment	\$17,959	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$117,959
Community Center Programs	\$42,878	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$282,878
Welbourne Day	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$150,000
Heritage Center Operation	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$240,000
WP Playhouse	\$25,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$225,000
Small Scale CRA Improvements	\$20,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$220,000
CRA Enhancements Fund		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Microloan Program (funded)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Maintenance of Parking Garages	\$75,441	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$525,441
Qualified Target Industry/TIE Program	\$0	\$109,900	\$0	\$0	\$0	\$0	\$109,900
<b>Total</b>	<b>\$246,278</b>	<b>\$512,900</b>	<b>\$403,000</b>	<b>\$403,000</b>	<b>\$403,000</b>	<b>\$403,000</b>	<b>\$2,371,178</b>
Grants	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY2022	Total Est. Cost
Business Façade Grant	\$18,102	\$119,375	\$40,000	\$40,000	\$40,000	\$40,000	\$297,477
Business Sign Replacement Grant	\$0	\$10,000	\$0	\$0	\$0	\$0	\$10,000
Driveway Renovation Grant	\$11,700	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$131,700
Housing Rehabilitation Grant	\$14,829	\$47,830	\$40,000	\$40,000	\$40,000	\$40,000	\$222,659
Organizational Support Grant	\$2,755	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$77,755
Paint Only Grant	\$5,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$55,000
<b>Total</b>	<b>\$52,386</b>	<b>\$226,205</b>	<b>\$129,000</b>	<b>\$129,000</b>	<b>\$129,000</b>	<b>\$129,000</b>	<b>\$794,591</b>
Operational Expenses	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY2022	Total Est. Cost
Staff & Indirect Costs	\$303,438	\$319,830	\$329,425	\$339,308	\$349,487	\$359,971	\$2,001,459
General Operating	\$78,891	\$89,565	\$92,377	\$93,014	\$93,499	\$96,304	\$543,650
Transfers to General Fund							\$0
Contractual Services	\$114,850	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$864,850
Indirect Costs	\$42,611	\$57,550	\$69,493	\$73,663	\$77,346	\$81,213	\$401,876
Debt Service	\$1,493,552	\$1,496,649	\$1,483,491	\$1,489,029	\$1,489,029	\$1,490,654	\$8,942,404
<b>Total</b>	<b>\$2,033,342</b>	<b>\$2,113,594</b>	<b>\$2,124,786</b>	<b>\$2,145,014</b>	<b>\$2,159,361</b>	<b>\$2,178,142</b>	<b>\$12,754,239</b>

**Winter Park CRA 5-Year Capital Improvement Plan**

<b>Revenue</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY2022</b>
TIF Revenue - City	\$1,822,815	\$2,125,167	\$2,316,432	\$2,455,418	\$2,578,189	\$2,707,099
TIF Revenue - County	\$1,975,328	\$2,196,932	\$2,349,656	\$2,460,635	\$2,558,667	\$2,644,000
Investments	\$31,088	\$35,000	\$30,000	\$30,000	\$30,000	\$30,000
Misc Revenue	\$268,720	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000
Carry Forward	\$1,758,060	\$3,108,866	\$315,673	\$1,603,975	\$3,336,366	\$5,093,748
FY Total Revenue	\$5,856,011	\$7,695,965	\$5,241,761	\$6,780,028	\$8,733,222	\$10,704,847
<b>Total Expenses</b>	<b>(\$2,747,145)</b>	<b>(\$7,380,292)</b>	<b>(\$3,637,786)</b>	<b>(\$3,443,662)</b>	<b>(\$3,639,474)</b>	<b>(\$2,941,142)</b>
Remaining Revenue	\$3,108,866	\$315,673	\$1,603,975	\$3,336,366	\$5,093,748	\$7,763,705

Assumption: TIF year revenues to increase based on FY 2018 Budget Template

CIP Plan is not intended to replace budget for total revenue/expenditure values

\*FY17-18 value includes \$350,000 from CIP as well as \$89,500 in negotiated contributions from developer

\*\*FY2017 show encumbered value for design costs. Value is subject to change based on Agency direction of New York Avenue

PROPOSED

Winter Park CRA 5-Year Capital Improvement Plan

Capital Projects	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	Total Est. Cost
Park Avenue beautification Project (funded in FY16)	\$0	\$41,692					\$41,692
Kiosks (funded; construction completed in July 2015)	\$1,680						\$1,680
Intersection - US 17-92 & Morse*	\$26,925	\$412,575					\$439,500
Women's Club Renovation							\$0
Intersection-US 17-92 & Fairbanks Avenue			\$750,000	\$535,648			\$1,285,648
Acquisition of 1111 W. Fairbanks Avenue							\$0
New York Avenue Streetscape**	\$147,000	\$1,695,183					\$1,842,183
Denning Drive	\$12,458	\$1,847,143					\$1,859,601
Intersection - US 17-92 & Webster					\$717,113		\$0
Parking Strategies		\$150,000					\$150,000
CRA Lighting/Tree Plan		\$261,000	\$271,000				\$532,000
Large Scale Capital Projects***			\$500,000	\$1,000,000	\$1,500,000	\$2,500,000	\$1,500,000
17-92 PD&E Update				\$1,200,000			\$3,615,336
<b>Total</b>	<b>\$188,063</b>	<b>\$4,407,593</b>	<b>\$1,521,000</b>	<b>\$2,735,648</b>	<b>\$2,217,113</b>	<b>\$2,500,000</b>	<b>\$11,267,640</b>
<b>Events</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY2022</b>	<b>Total Est. Cost</b>
Winter in the Park	\$217,084	\$225,000	\$225,000	\$225,000	\$225,000	\$225,000	\$1,342,084
Popcorn Flicks	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$36,000
St. Patricks Day Parade	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$223,084</b>	<b>\$231,000</b>	<b>\$231,000</b>	<b>\$231,000</b>	<b>\$231,000</b>	<b>\$231,000</b>	<b>\$1,378,084</b>
<b>Programs &amp; Maintenance</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY2022</b>	<b>Total Est. Cost</b>
Summer Youth Employment	\$17,959	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$117,959
Community Center Programs	\$42,878	\$48,000	\$48,000	\$48,000	\$48,000	\$48,000	\$282,878
Welbourne Day	\$25,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$200,000
Heritage Center Operation	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$240,000
WP Playhouse	\$25,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$225,000
Small Scale CRA Improvements	\$20,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$220,000
CRA Enhancements Fund		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Microloan Program (funded)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Capital Maintenance of Parking Garages	\$75,441	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000	\$525,441
Qualified Target Industry/TIE Program	\$0	\$109,900	\$0	\$0	\$0	\$0	\$109,900
<b>Total</b>	<b>\$246,278</b>	<b>\$522,900</b>	<b>\$413,000</b>	<b>\$413,000</b>	<b>\$413,000</b>	<b>\$413,000</b>	<b>\$2,421,178</b>
<b>Grants</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY2022</b>	<b>Total Est. Cost</b>
Business Façade Grant	\$18,102	\$119,375	\$40,000	\$40,000	\$40,000	\$40,000	\$177,477
Business Sign Replacement Grant	\$0	\$10,000	\$0	\$0	\$0	\$0	\$10,000
Driveway Renovation Grant	\$11,700	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$59,700
Housing Rehabilitation Grant	\$14,829	\$47,830	\$40,000	\$40,000	\$40,000	\$40,000	\$102,659
Organizational Support Grant	\$2,755	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$32,755
Paint Only Grant	\$5,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$25,000
<b>Total</b>	<b>\$52,386</b>	<b>\$226,205</b>	<b>\$129,000</b>	<b>\$129,000</b>	<b>\$129,000</b>	<b>\$129,000</b>	<b>\$407,591</b>
<b>Operational Expenses</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY2022</b>	<b>Total Est. Cost</b>
Staff & Indirect Costs	\$303,438	\$319,830	\$329,425	\$339,308	\$349,487	\$359,971	\$2,001,459
General Operating	\$78,891	\$89,565	\$92,377	\$93,014	\$93,499	\$96,304	\$543,650
Transfers to General Fund							\$0
Contractual Services	\$114,850	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000	\$864,850
Indirect Costs	\$42,611	\$57,550	\$69,493	\$73,663	\$77,346	\$81,213	\$401,876
Debt Service	\$1,493,552	\$1,496,649	\$1,483,491	\$1,489,029	\$1,489,029	\$1,490,654	\$8,942,404
<b>Total</b>	<b>\$2,033,342</b>	<b>\$2,113,594</b>	<b>\$2,124,786</b>	<b>\$2,145,014</b>	<b>\$2,159,361</b>	<b>\$2,178,142</b>	<b>\$12,754,239</b>

**Winter Park CRA 5-Year Capital Improvement Plan**

<b>Revenue</b>	<b>FY 2017</b>	<b>FY 2018</b>	<b>FY 2019</b>	<b>FY 2020</b>	<b>FY 2021</b>	<b>FY2022</b>
TIF Revenue - City	\$1,822,815	\$2,125,167	\$2,316,432	\$2,455,418	\$2,578,189	\$2,707,099
TIF Revenue - County	\$1,975,328	\$2,196,932	\$2,349,656	\$2,460,635	\$2,558,667	\$2,644,000
Investments	\$31,088	\$35,000	\$30,000	\$30,000	\$30,000	\$30,000
Misc Revenue	\$268,720	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000
Carry Forward	\$1,758,060	\$3,108,866	\$194,673	\$701,975	\$224,366	\$471,748
FY Total Revenue	\$5,856,011	\$7,695,965	\$5,120,761	\$5,878,028	\$5,621,222	\$6,082,847
<b>Total Expenses</b>	<b>(\$2,747,145)</b>	<b>(\$7,501,292)</b>	<b>(\$4,418,786)</b>	<b>(\$5,653,662)</b>	<b>(\$5,149,474)</b>	<b>(\$5,451,142)</b>
Remaining Revenue	\$3,108,866	\$194,673	\$701,975	\$224,366	\$471,748	\$631,705


Assumption: TIF year revenues to increase based on FY 2018 Budget Template

CIP Plan is not intended to replace budget for total revenue/expenditure values

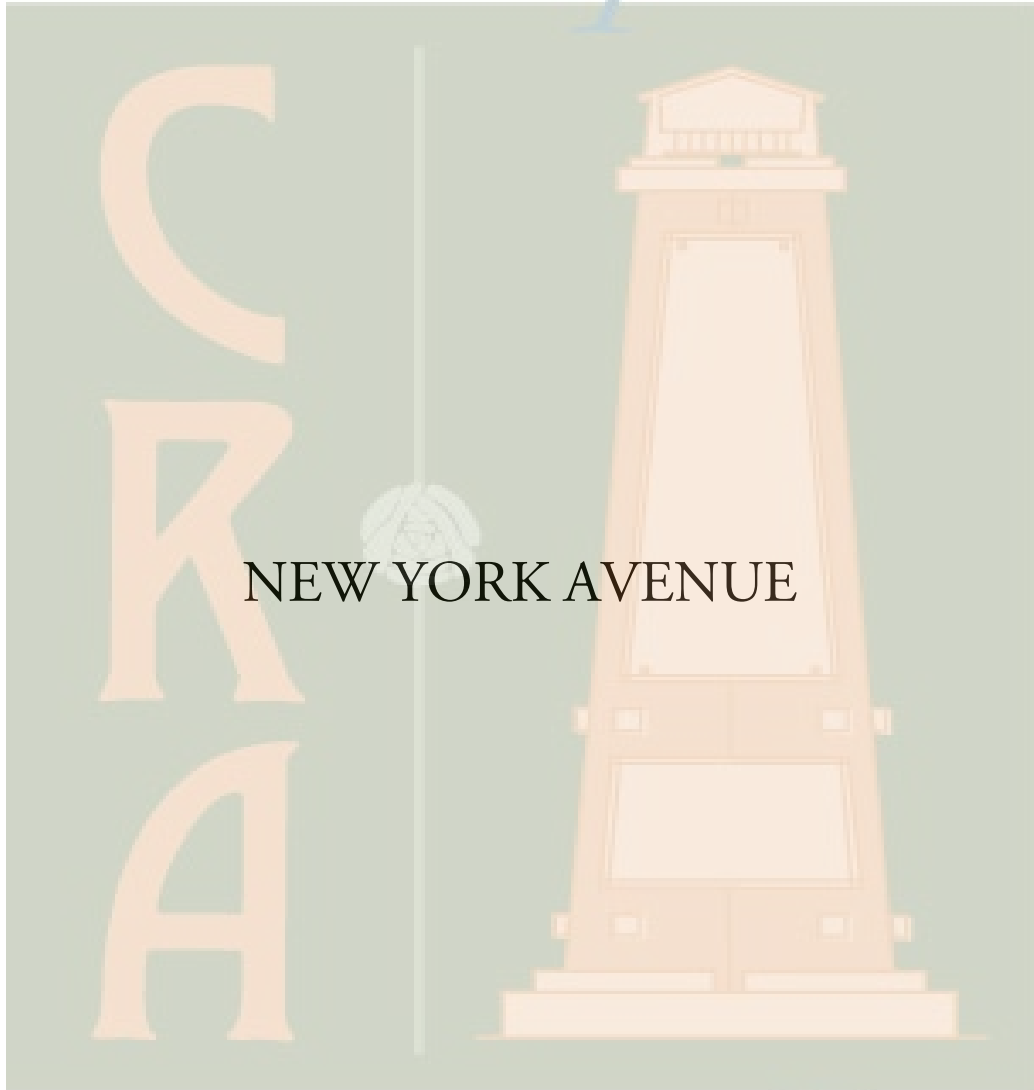
\*FY2018 value includes \$350,000 from CIP as well as \$89,500 in negotiated contributions from developer

\*\*FY2017 show encumbered value for design costs. Value is subject to change based on Agency direction of New York Avenue

\*\*\*Identified as any project over \$500,000.

 - Identifies dollar values associated with PD&E project

*winter park*



NEW YORK AVENUE

community  
redevelopment  
agency



**Project Name: New York Avenue Streetscape Fairbanks to Canton (30% Plan  
6/19/17) Conceptual Probable Cost - City GC**

L. Petersen

**Date: 7/13/2017**

Asphalt milled and resurfaced. Installation of brick crosswalks. Not for Construction - Probable Cost Only.

Roadway length: 2440  
Roadway width: 40  
Total square feet: 97600

Milling	10845 SY	\$	1.65	\$	17,894.25
Asphalt Resurfacing, includes cost of asphalt	9977 SY	\$	10.50	\$	104,758.50
Asphalt/base Demolition for Brick Crosswalks	867 SY	\$	6.85	\$	5,938.95
Brick (sq.ft. x 4.5 plus 8% waste)	35100 2808	\$	0.65	\$	24,640.20
Brick Install labor	97600 SF	\$	1.25	\$	122,000.00
Laticrete mortar	244 EA	\$	14.96	\$	3,650.24
Laticrete admix	24.4 EA	\$	89.81	\$	2,191.36
Sand	7 LOADS	\$	320.00	\$	2,240.00
Base (6" thick concrete agregate)	172 TONS	\$	22.50	\$	3,870.00
Subgrade preparation (compaction)	867 SY	\$	4.75	\$	4,118.25
Concrete aggregate brick base installation	867 SY	\$	7.00	\$	6,069.00
Curb demolition	4880 LF	\$	6.50	\$	31,720.00
New curb labor	4880 LF	\$	7.00	\$	34,160.00
New curb concrete (6" x 16" extruded verical curb)	326.96 CY	\$	125.00	\$	40,870.00
Apron demolition	55.5555556 SY	\$	7.50	\$	416.67
Driveway apron labor	10 EA	\$	250.00	\$	2,500.00
Driveway apron concrete	10 CY	\$	125.00	\$	1,250.00
Curb Ramps - Demo and Replace, includes Concrete Cost	32 EA	\$	725.00	\$	23,200.00
Dumpster	11.14155251 DUMPS	\$	287.71	\$	3,205.54
Port O Let	5 MTHS	\$	225.00	\$	1,125.00
Sod (400 sf pallets, 4- foot curb to sidewalk)	48.8 PALLETS	\$	125.00	\$	6,100.00
Sidewalk demolition	2711 SY	\$	7.50	\$	20,332.50
4" Sidewalk labor (5' sidewalk, both sides of roadway)	24400 SF	\$	2.00	\$	48,800.00
Sidewalk concrete	305 CY	\$	125.00	\$	38,125.00
Asphalt (tie-ins)	TONS	\$	35.00	\$	-

Inlet tops type 1	EA		\$	-
Inlet top type 2	EA		\$	-
Inlet tops type 3	EA		\$	-
Inlet top type 4	EA		\$	-
Inlet tops type 5	EA		\$	-
inlet top type 6	EA		\$	-
Concrete inlet tops	CY		\$ 125.00	\$ -
Rebar #5	0 EA		\$ 8.00	\$ -
Surveying	51.91489362	HR	\$ 180.00	\$ 9,344.68
Compaction testing	4.066666667	EA	\$ 275.00	\$ 1,118.33
Equipment rental - miniexcavator, loader/backhoe	4	MTH	\$ 4,750.00	\$ 19,000.00
Temp Personnel	100	DAY 4TP	\$ 650.00	\$ 65,000.00
Decorative lighting	50	EA	\$ 1,500.00	\$ 75,000.00
Conduit Install - (2) 2" conduit	2440	LF	\$ 32.00	\$ 78,080.00
Irrigation	2440	LF	\$ 7.25	\$ 17,690.00
Trees	31	EA	\$ 500.00	\$ 15,500.00
Landscape planters - pl:	2440	LF	\$ 7.50	\$ 18,300.00
Traffic Signals Fairbanks	1	EA	\$345,000.00	\$ 345,000.00
Traffic singals Morse	1	EA	\$ 325,000.00	\$ 325,000.00

**SUB TOTAL** \$ 1,518,208.47  
 20% Contingency (30% conceptual Plan) \$ 303,641.69  
**TOTAL** \$ 1,821,850.17

## NEW YORK AVENUE NECESSARY IMPROVEMENTS

8-10-2017

1	New York Ave at Fairbanks Ave	Redesign and rebuild the NW corner radius. This requires restringing the traffic signals.	\$75,000
1 alt	New York Ave at Fairbanks Ave	Redesign and rebuild the NW corner radius. Rebuild signals with mastarms.	\$300,000
2	New York Ave at Comstock Ave	Construct enhanced crosswalk with bumpouts.	\$15,000
3	New York Ave at Lyman Ave	Rebuild the NW corner radius to accommodate ADA	\$15,000
4	New York Ave at Welborne Ave	Construct enhanced crosswalk with bumpouts.	\$15,000
5	New York Ave at Morse Blvd	Rebuild the NW corner radius to accommodate ADA and relocate storm inlet	\$20,000
6	New York Ave at Morse Blvd	Restring traffic signal (OLD) New Controller cabinet	\$40,000
6 alt	New York Ave at Morse Blvd	Rebuild signals with mastarms	\$200,000
6 alt 2	New York Ave at Morse Blvd	Remove signal make a 4 way stop	\$5,000
7	New York Ave	Resurface and restripe to gain 22 parking spaces	\$50,000

	\$230,000
with no alternatives	\$230,000
with alternatives, no stop signs	\$615,000
with alternatives at Fairbanks, 4 way stop at Morse	\$420,000

*winter park*



US 17-92 PD&E  
ORLANDO AVENUE

community  
redevelopment  
agency

**408429-2 SR 600 (US 17-92) Winter Park**

**Summary of LRE and Distribution of Cost**

**Note: The latest LRE is Version 2.**

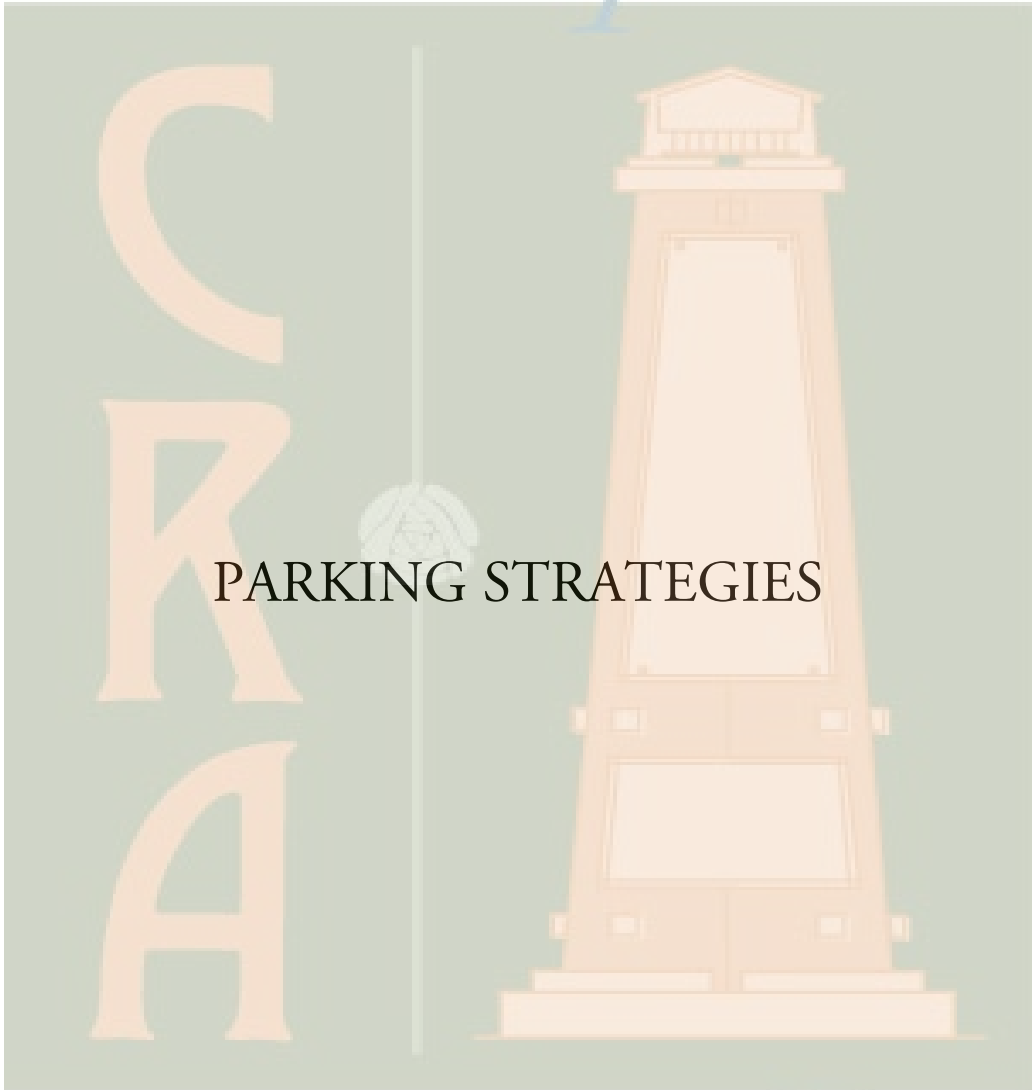
Sequence	Description & Notes	FDOT Portion	City Portion	Total
1	MP 4.8 to 6.6. Projectwide changes to the typical section. Includes the first 6' width of sidewalk, all pedestrian signals, curb ramps, drainage that are essential to the project. Includes Gay Road signal modifications and all corridor lighting.	\$ 5,481,721.66	\$ -	\$ 5,481,721.66
2	Corridor wide, additional 5-ft of sidewalk per side.	\$ -	\$ 237,015.00	\$ 237,015.00
3	Signal Reconstruction for Orange Avenue and Minnesota Avenue. These signals would both be reconstructed by FDOT as box spans, City is responsible for the difference for mast arms.	\$ 287,537.28	\$ 113,750.00	\$ 401,287.28
4	Fairbanks Avenue Intersection - Aesthetics. FDOT portion includes cost of the signal reconstruction with strain poles only. City is responsible for the difference for mast arms.	\$ 160,000.00	\$ 1,025,783.06	\$ 1,185,783.06
5	Morse Avenue Intersection - Aesthetics. FDOT portion includes cost of the signal reconstruction with strain poles only. City is responsible for the difference for mast arms.	\$ 160,000.00	\$ 486,253.34	\$ 646,253.34
6	Webster Avenue Intersection - Aesthetics. This signal does not require reconstruction to accommodate the proposed configuration, thus the City is responsible for the entire signal cost.	\$ -	\$ 595,099.82	\$ 595,099.82
	Subtotal A	\$ 6,089,258.94	\$ 2,457,901.22	\$ 8,547,160.16
	102-1 Maintenance of Traffic (15%)	\$ 913,388.84	\$ 368,685.18	\$ 1,282,074.02
	101-1 Mobilization (10%)	\$ 700,264.78	\$ 282,658.64	\$ 982,923.42
	Subtotal B	\$ 7,702,912.56	\$ 3,109,245.04	\$ 10,812,157.60
	Project Unknowns (10%)	\$ 770,291.26	\$ 310,924.50	\$ 1,081,215.76
	999-25 Initial Contingency	\$ 118,933.73	\$ -	\$ 118,933.73
	<b>Grand Total</b>	<b>\$ 8,592,137.55</b>	<b>\$ 3,420,169.55</b>	<b>\$ 12,012,307.09</b>

Notes:

Sequences 4, 5 & 6: This includes all work shown on the City of Winter Park's CRA Concepts dated 1/20/2015 that are in addition to the base items covered in Sequence 1. Curb, sidewalk, pedestrian signals are not included in the City portion as they are accounted for in Sequence 1.

The unfactored cost of the signal rebuilds as strain poles is \$160,000. The upgrade to mast arms is estimated as \$65,000 per intersection (\$16,250/pole).

*winter park*



PARKING STRATEGIES

community  
redevelopment  
agency

## Parking Ambassador Costs

ITEM	COST
Salary/benefits	\$ 34,401.98
Vehicle	\$ 22,000.00
Gas & maintenance for vehicle	\$ 2,870.14
Citation Writer & Accessories	\$ 4,500.00
Paper - citation writer	\$ 700.00
Envelopes - citation writer	\$ 118.00
Maintenance/software-citation writer	\$ 1,169.64
Pants (5)	\$ 172.00
Short sleeve shirts (5)	\$ 153.00
Long sleeve shirts (2)	\$ 174.00
T-shirts (5)	\$ 30.00
Traffic Vest	\$ 79.00
Rain coat & hood	\$ 312.00
Jacket	\$ 150.00
Body armor	\$ 785.16
Belt	\$ 55.00
Shoes	\$ 120.00
Name plate	\$ 18.80
Car washes	\$ 400.00
<b>Total Cost</b>	<b>\$ 68,208.72</b>



**Parking Fines:**

1<sup>st</sup> Offense – Warning Citation – fine \$0.00

2<sup>nd</sup> Offense – Parking Citation – fine \$25.00

3<sup>rd</sup> Offense – Parking Citation – fine \$50.00

4<sup>th</sup> Offense – Parking Citation – fine \$75.00

5<sup>th</sup> Offense – Parking Citation – fine \$100.00 (Attach boot to vehicle)

\*\*\* This is a progressive fine schedule.





November 7, 2017

Dori Stone AICP  
Director, Planning and Community Development  
City of Winter Park  
401 Park Ave. South  
Winter Park, FL. 32789

Re: Winter Park – Parking Policy Modernization

Dear Dori:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Winter Park (“Client”) for providing an evaluation of existing code requirements and modernization of the City parking codes and ordinances, specifically for the Park Avenue and Hannibal Square areas of the Winter Park community.

### **Scope of Services**

Kimley-Horn will provide the services specifically set forth below.

#### ***Task 1: Diagnostic***

The initial task includes a review of the existing codes and ordinances related to parking within the City, as well as a comparison of code to national best management practices. Kimley-Horn will provide initial findings related to the areas of the City’s codes that need to be updated and strengthened in this modernization exercise. In addition to the code review, Kimley-Horn will conduct a cursory evaluation of parking demand generation in the study area (Park Avenue and Hannibal Square), based on previously collected parking occupancy data from the most recent parking study for the Park Avenue area. Using this demand analysis, Kimley-Horn will provide guidance on optimal parking requirements for the various business types within the Park Avenue area. These optimal requirements will be vetted against national best practices and peer communities in the next task.

#### ***Task 2: General Purpose Parking Rates***

Kimley-Horn will facilitate up to six (6) peer city evaluations, based on selected peer communities by the City. The evaluations will include a review of the communities’ applicable codes and a phone conversation with planning staff in the peer communities to determine strengths and weaknesses of their prescribed codes and policies. Based on these reviews, Kimley-Horn will compare optimal code requirements from Task 1 and provide proposed code and ordinance changes for consideration by the City. These proposed code changes will be delivered in the form of sample code language and updated parking requirement tables.

#### ***Task 3: Shared Parking***

Following the review of off-street parking requirements, Kimley-Horn will also provide guidance on changes to the shared parking components of the City’s codes and ordinances. This guidance will be based on the results of the peer evaluations and national best management practices that support shared parking in denser, walkable settings. The results of this task will include strategies and implementation steps for consideration related to shared parking. The strategies will include guidance

on the primary parameters of shared parking, including defining adequate distances, incentives, partnerships, and decisions based on standard challenges. The strategies will also provide guidance on the City's role in managing, implementing, and operating shared parking. These proposed strategies will be delivered in the form of sample code language and updated parking requirement tables.

#### ***Task 4: FAR and Parking***

Task 4 will evaluate guidance and requirements related to floor area ratio (FAR) the provision of parking on-site or in a shared environment. The task will begin with a review of the City's existing policies and regulations, as well as comparable policies of peer communities and national best management practices. Based on the review, Kimley-Horn will identify preferred strategies and perform a diagnostic evaluation of the strategies to determine if altering strategies will lead to a significant change in parking management and operation in and around proposed developments. Kimley-Horn will develop specific strategies for consideration based on the findings of the diagnostic and peer review information. The strategies and findings will be documented in a white paper for review by the City staff.

#### ***Task 5: Context Options***

Following the completion of Tasks 1-4, Kimley-Horn will develop a contextual representation of the implementation of preferred strategies and code changes. The context scenario will include a "with" and "without" code changes section to show the intended results of the prescribed changes. The scenario will define the opportunities and benefits of implementation, as well as contextual scaling considerations for other area types. The results of the analysis will be presented in a diagrammatic expression of the differences between the "with" and "without" scenarios, as well as documented in a white paper for consideration by City staff.

#### ***Task 6: Communication/Documentation***

Following the completion of Tasks 1-5, Kimley-Horn will compile all of the proposed code changes, policy updates, diagnostic reviews, and contextual examples into a consolidated set of white papers and technical memorandums that represents the findings and proposed strategy changes for the City. Each of the tasks will be represented by basic documentation – either white papers, proposed code changes, and or descriptions of proposed policy impacts – as defined in the individual tasks. The final compiled document will be comprised of each these papers, consolidated for City use and presentation to stakeholders and commissions.

#### ***Task 7: Engagement, Coordination, and Meetings***

Over the duration of the policy review and development process, the Kimley-Horn team will work on site with City staff for outreach and presentation for a total of six (6) trips. These trips are described in concept below, along with potential timeline and expected audience and intended topic.

**Trip 1 (Project Kickoff)** – the kickoff trip will include initial stakeholder outreach through focused and targeted interviews (e.g. with samples of developers, City staff, Planning & Zoning, City Commissioners). The trip will also include a kickoff meeting with City staff to define parameters and milestones of the project. The intention will be to orient the tasks of the project and define primary opportunities and challenges for policy changes and modernization.

**Trip 2** – The second project trip will include a review of initial findings from the parking requirement, shared parking, and FAR diagnostics, as well as an identification of potential emphasis areas (e.g. Park

Avenue, Hannibal Square, etc.) In addition, Kimley-Horn can conduct any additional stakeholder interviews to formalize input into the initial code and policy review. During this trip, Kimley-Horn intends to meet with City staff to review initial findings and conduct a work session with Planning and Zoning Commission.

**Trip 3** – The third project trip will include identification of preferred strategies through a second Planning and Zoning work session and meetings with City staff.

**Trip 4** – the fourth project trip will include finalization of recommendations with City staff, including presenting recommended policies and strategies to Planning and Zoning commission and an initial briefing to the City Commissioners.

**Trip 5** – the fifth project trip will focus on additional Commission briefings and outreach of the preferred strategies to promote community awareness for the potential changes to policy and approach. This trip would likely include a first reading of proposed ordinance language changes to City Commissioners and a facilitated workshop for citizens and stakeholders.

**Trip 6** – the final project trip would focus on final adoption of proposed policy changes, with additional staff meetings and the final reading of proposed ordinance language changes for City Commission.

## **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

## **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

## **Fee and Expenses**

Kimley-Horn will perform the services in Tasks 1 - 7 for the total lump sum fee of \$77,580. All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

## **Closure**

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Winter Park.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_\_ Please email all invoices to \_\_\_\_\_

\_\_\_\_ Please copy \_\_\_\_\_

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Brett Wood, P.E., CAPP  
Project Manager

Stephen Stansbery, AICP  
Vice President

Attachment – Standard Provisions

City of Winter Park, FL

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print or Type Name and Title)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_, Witness

\_\_\_\_\_  
(Print or Type Name)

Official Seal:

## KIMLEY-HORN AND ASSOCIATES, INC.

### STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions: Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this

Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

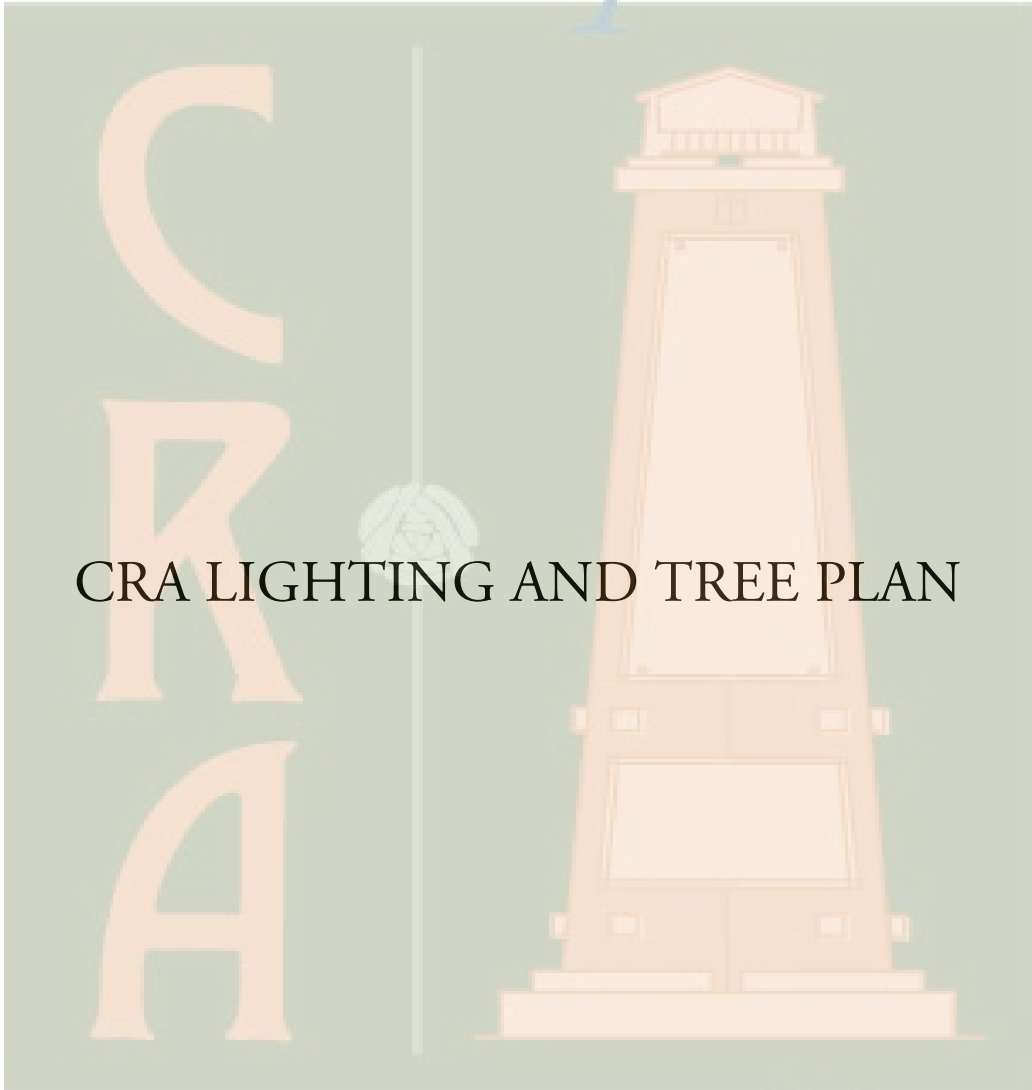
(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



*winter park*



CRA LIGHTING AND TREE PLAN

community  
redevelopment  
agency

# CRA Tree and Lighting Plan

## PROJECT G

Roads	Feet	proposed # of Lights	# existing cobras	cost of Lights &Poles	All other costs per light	Total Costs
Callahan St	600	4	4	\$ 7,120.00	\$ 8,180.00	
Dunbar St	600	4	5	\$ 7,120.00	\$ 8,180.00	
W Swoope Ave	2000	18	7	\$ 32,040.00	\$ 36,810.00	
Depugh St	600	4	3	\$ 7,120.00	\$ 8,180.00	
English Ct	660	5	2	\$ 8,900.00	\$ 10,225.00	
Symonds Ave	1300	10	6	\$ 17,800.00	\$ 20,450.00	
Garfield Ave	1300	12	7	\$ 21,360.00	\$ 24,540.00	
Carolina Ave	1300	12	10	\$ 21,360.00	\$ 24,540.00	
N Capen Ave	3600	16	9	\$ 28,480.00	\$ 32,720.00	
Virginia Ave	1850	15	10	\$ 26,700.00	\$ 30,675.00	
Whipple Ave	500	4	2	\$ 7,120.00	\$ 8,180.00	
New York Ave	4300	16	28	\$ 28,480.00	\$ 32,720.00	
W Canton Ave	3200	21	9	\$ 37,380.00	\$ 42,945.00	
<b>TOTALS</b>		<b>141</b>	<b>102</b>	<b>\$ 250,980.00</b>	<b>\$ 288,345.00</b>	<b>\$ 539,325.00</b>



## CRA Tree and Lighting Plan

### OVERALL

Roads	Feet	proposed # of Lights	# existing cobras	cost of Lights & Poles	All other costs per light
Carver St	980	8	4	\$ 14,240.00	\$ 16,360.00
Carver Ct	210	2	1	\$ 3,560.00	\$ 4,090.00
Railroad Ave	1,400	10	5	\$ 17,800.00	\$ 20,450.00
Callahan St	600	4	4	\$ 7,120.00	\$ 8,180.00
Dunbar St	600	4	5	\$ 7,120.00	\$ 8,180.00
W Swoope Ave	2,000	18	7	\$ 32,040.00	\$ 36,810.00
Depugh St	600	4	3	\$ 7,120.00	\$ 8,180.00
English Ct	660	5	2	\$ 8,900.00	\$ 10,225.00
Symonds Ave	1,300	10	6	\$ 17,800.00	\$ 20,450.00
Garfield Ave	1,300	12	7	\$ 21,360.00	\$ 24,540.00
Carolina Ave	1,300	12	10	\$ 21,360.00	\$ 24,540.00
W Welbourne Ave	400	4	1	\$ 7,120.00	\$ 8,180.00
Douglas Ave	1,300	12	8	\$ 21,360.00	\$ 24,540.00
W Lyman Ave	1,300	12	5	\$ 21,360.00	\$ 24,540.00
W Comstock Ave	1,700	16	13	\$ 28,480.00	\$ 32,720.00
Capen Ave	3,600	29	9	\$ 51,620.00	\$ 59,305.00
Virginia Ave	1,850	15	10	\$ 26,700.00	\$ 30,675.00
Whipple Ave	500	4	2	\$ 7,120.00	\$ 8,180.00
Harper Ave	1,750	12	5	\$ 21,360.00	\$ 24,540.00
Beloit Ave	650	4	0	\$ 7,120.00	\$ 8,180.00



## CRA Tree and Lighting Plan

New York Ave	4,300	32	28	\$ 56,960.00	\$ 65,440.00
Galloway Dr	650	5	1	\$ 8,900.00	\$ 10,225.00
W Canton Ave	3,200	21	9	\$ 37,380.00	\$ 42,945.00
<b>Totals</b>	<b>32,150</b>	<b>255</b>	<b>145</b>	<b>\$ 453,900.00</b>	<b>\$ 521,475.00</b>
<b>miles</b>	<b>6.09</b>				

Orlando Ave    10,500            180            91            \$  
1,260,000.00





# ELECTRIC UNDERGROUNDING PROJECTS WITHIN CRA BOUNDARY

City of Winter Park Florida

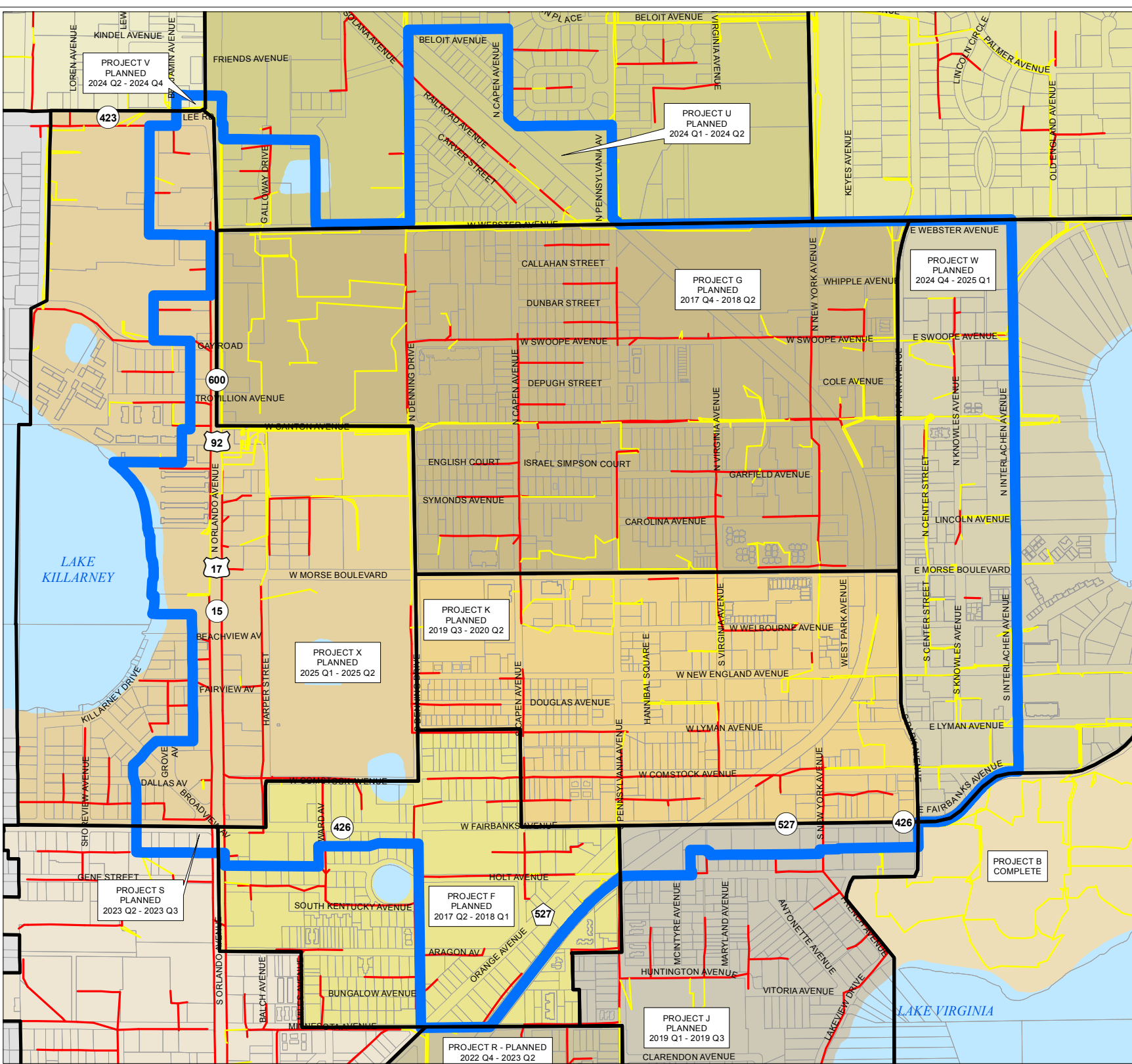
## Legend

- CRA Boundary
  - Electric Projects
  - Primary Conductors
  - Overhead
  - Underground
  - Parcels
  - Water
- |  |   |
|--|---|
|  | B |
|  | F |
|  | G |
|  | J |
|  | K |
|  | M |
|  | R |
|  | S |
|  | U |
|  | V |
|  | W |
|  | X |



0 210 420 630 840 1,050 Feet

Date: 10/18/2016  
 Project: ELEC20161018  
 Source: City of Winter Park



*winter park*



DOWNTOWN BOLLARD INSTALLATION

community  
redevelopment  
agency

*winter park*



CRA ENHANCEMENT FUND

community  
redevelopment  
agency







community  
redevelopment  
agency

meeting date November 13, 2017	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 type="checkbox"/> Administrative <input checked="" type="checkbox"/> Action <input type="checkbox"/> Information	final vote

## CRA board

### Subject

Orange Avenue Corridor Plan

### **motion | recommendation**

Consideration to approve the Scope of Services is requested.

### Background

The city's Comprehensive Plan highlights a number of gateway corridors for study. Since the city owns a significant parcel along the Orange Avenue corridor, staff began examining Orange Avenue as it exists today and the influence that Progress Point as well as other major potential redevelopment may have along the corridor. This, along with a report by Logan Simpson documenting focus group findings from area property owners, tenants and residents as well as a memo and powerpoint were provided to the City Commission on October 23<sup>rd</sup> as a non-action item. The Commission stated they wished to see the next steps in a scope of service prior to additional study of the corridor. The scope, provided as backup material, builds on the previous work collected and documented by staff and consultants and marries their findings into a set of work tasks designed to establish performance expectations for the corridor as well as generate some agreed upon outcomes.

Roughly fifty percent of the proposed scope of work lies within the CRA area. The CRA plan speaks to the importance of a balanced transportation network and economic vitality. The scope targets transportation and parking analysis as a key component in understanding the potential opportunities and limitations of the corridor. It additionally factors in a process for identifying expectations for corridor design, land use, and catalyst sites to mirror desired outcomes within and adjacent to the CRA area. As a partner, the CRA has a history of engaging in this type of work including the Orange Avenue Streetscape and programmed business façade improvements. Staff is recommending consideration of an even-split funding structure between the City and the CRA.

### **fiscal impact**

\$49,875 from Contractual Services line item



November 7, 2017

Dori Stone AICP  
Director, Planning and Community Development  
City of Winter Park  
401 Park Ave. South  
Winter Park, FL. 32789

## **RE: WINTER PARK – ORANGE AVENUE CORRIDOR PLAN**

Dear Dori:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Winter Park (“Client”) for providing corridor planning services for Orange Ave.

### **BACKGROUND**

Orange Avenue serves as a commuter corridor, gateway to Winter Park and has been experiencing a renaissance of investment resulting from increased market demand for mixed-use development. The corridor has been the subject of a ULI TAP and recent visioning effort. While each of these helped identify a potential vision for the corridor, the need remains to memorialize a preferred strategy for items such as roadway design, traffic operations, streetscape, placemaking, public space, multimodal accommodations, urban design, and parking. In addition, it is our understanding that a new mixed-use zoning ordinance for the corridor is imminent and a requirement of the update to the Winter Park Comprehensive Plan. Establishing defined and defensible expectations through the creation of a corridor plan will help set the parameters for the forthcoming mix-use code and create certainty in the market about items related to infrastructure and development. When combined, the resulting corridor plan and mixed-use code (as well as updates to the parking code) will create the opportunity for coordinated investments to occur in the vicinity. The expected result is a corridor that fulfills a variety of community expectations, including economic vibrancy, safety, walkability, and the creation of quality places that generate lasting value.

### **ASSUMPTIONS**

In preparation for a scope of services, the following assumptions have been agreed to with the City as a part of this agreement.

- City leadership will assemble a task force that will provide guidance during the planning process to the Consultant.
- Efforts will be made to leverage the public involvement from past visioning efforts to reduce redundancies and to maintain efficient use of resources allocated to the planning process.
- When considering the urban design of specific locations, existing graphics from recent

- applications or planning activities are expected to be referenced and used.
- Travel associated with this scope will be performed in tandem with the parking code modernization work also being performed by the Consultant in an effort to maximize efficiency.
- The mixed-use development ordinance will be developed during a concurrent timeline.
- A 7-month planning process is assumed.

## Approach and Scope of Services

This process will follow a logical and systematic approach that includes four basic initiatives:

- a) Summarize existing conditions (this serves a baseline for all future comparison)
- b) Identifying performance expectations for the corridor (Task Force led)
- c) Quilting together recent proposals and evaluate to assess likely outcomes
- d) Establishing corridor options and a preferred set of final recommendations

In response to the above the following scope of services has developed.

## PHASE 1 – PROJECT PREPARATION AND INITIATION

Given the variety of interest in the corridor we understand that considering change can create anxiety by community leaders, stakeholders and the public. Therefore, a solid start is imperative and a solid approach to project management is important. Phase 1 will ensure the project starts on solid footing.

### Task 1: Project Work Plan

We intend to maintain a flexible work program, efficient schedule, and open communication between Kimley-Horn, Winter Park, and its partners. Upon notice to proceed, we will submit a consolidated project work plan to streamline communication between the project team, staff, and stakeholders. The work plan will include:

- **Planning Process Overview** that provides an at a glance reference of key tasks
- **Meeting Inventory and Outline** that describes the likely topics that will be covered.
- **Project Milestone Schedule** that ensures both studies maintain pace and predictability

### Task 2: Task Force Identification & Kickoff Meeting

A technical group consisting of city staff and a designated task force will oversee the progress of plan development and will weigh in throughout the process to provide direction and input. The task force will be identified by the City. Their primary responsibility will be to provide guidance to the team, assisting with issue and opportunity identification, and consideration of corridor recommendations. Identifying specific members for the task force during scoping is advised so the first meeting can occur within three to four weeks following notice to proceed. Up to four (4) meetings with the Orange Avenue Task Force are included in this scope of services.

The consolidated kickoff meeting will include a review of the Project Work Plan and discussion of previous planning efforts, data collection, and project goals and objectives. Following the meeting, attendees will take a tour of the corridor to view items brought up during the discussion.

### **Task 3: Data Collection**

An initial step will be to understand baseline conditions along the corridors. Data gathering will employ a comprehensive approach that blends previous planning efforts with mapping and GIS, demographics, land use data, the travel demand model, and existing multimodal conditions as available. We will work with the city to determine the data sources needed for this assessment and will rely heavily on existing and previously assembled datasets from previous planning efforts. A parking supply inventory will be assembled and turning movement traffic counts will be collected at study intersections. Due to our familiarity with Winter Park as well as our extensive background in corridor plan development we will be largely self-sufficient in our data gathering efforts. These efforts will set the stage for the existing condition assessment and analysis in Phase 2. Study area intersections where turning movement counts will be collected include:

- West Fairbanks/Pennsylvania Ave (signalized)
- S. Denning Dr/Minnesota Ave. (signalized)
- Harmon/Orlando Avenue (signalized)

### **Phase 1: Deliverables & Travel**

- *Project Work Plan*
- *Corridor Data Inventory (including parking and traffic and corridor conditions)*
- *Trip #1*

## **PHASE 2 – EXISTING CONDITION ASSESSMENT**

Phase 2 will document existing conditions and provide an understanding of gaps (or opportunities) among land use, transportation, design, and economics. Our team understands that good data and a functional framework (to organize the data) can streamline the workflow of complicated corridor studies. Our understanding of existing conditions and future trends will inform the selection of recommendations that addresses the community needs unique to the corridor. This initial phase includes the following elements and concludes with the first major deliverable for each corridor—the Corridor Foundation Slide Deck (Power Point Slides).

### **Task 1: Corridor Assessment**

The consultant team will consider observations, collected data, and information contained in recent technical studies to assess current conditions, considerations, and opportunities for the corridor. Considerations will include:

- ***Existing Plans, Programs, and Policies***  
We will review existing plans, programs, and policies that are influencing growth, land use, and transportation along the corridor. Relevant information will be communicated to

participants so that they understand this background information as well as how it will be considered during the planning process. We will document goals and expectations from these plans and studies as a baseline for discussion.

- **Land Use Assessment**

The land use assessment will review existing land use patterns and identify areas of concern and opportunity along the corridors. We will layer a review of existing land uses with recent and anticipated entitlement applications. This information will form the baseline upon which land use alternatives will be compared and will be the initial step for identifying potential catalyst sites. This step will be based on information provided by the planning department combined with corridor observations.

- **Market Assessment**

Effective long-range planning requires a solid understanding of the economic conditions and demographic profiles within the study area. We will synthesize existing information in an effort to highlight the corridor area’s strengths, weaknesses, opportunities, and threats (SWOT). This task will be largely based on findings from other recent efforts and current data sets.

- **Mobility Assessment**

We will document the quality and effectiveness of the existing network and seek to understand how the corridor performance aligns with community expectations. Direct coordination with the Winter Park Mobility Plan will occur during this task, ensuring an understanding of the coordinated multimodal strategy for the City and the Orange Avenue corridor.

- **Design Assessment**

A Design Assessment will be conducted to evaluate an inventory of design characteristics with consideration of both the public and private realms. We often refer to design features within the right-of-way as “corridor design” and features outside the right-of-way as “community design.” The purpose of the Design Assessment is to analyze existing corridor conditions in a way that identifies assets and opportunities within a defined study area. We will work with city staff to summarize past assessments and to ensure that the entire corridor is represented.

**Task 2: Corridor Foundation Reporting**

Documentation for the corridor plan will occur throughout the study processes by way of interim deliverables. This initial presentation will be the first interim deliverable intended to summarize key considerations from the initial phases, consider a set of possibilities, and convey a value proposition for the corridor. An emphasis will be placed on clear and concise representation of the data and existing analysis (content will seek to leverage recent studies, plans, and activities rather than generating a multitude of new information).

**Phase 2: Deliverables & Travel**

- *Corridor Foundation Reporting*
- *No travel (except local practitioners)*

### PHASE 3 – TASK FORCE AND CORRIDOR EXPECTATIONS

Given recent/past planning efforts, there is a foundation of information that can be used as a starting point in this process. However, there are a variety of choices that should be given thoughtful consideration prior to the identification of a set of recommendations specific to the corridor. To accomplish this requires community leadership. Therefore, this process will leverage an approach that has proven successful for other topics in Winter Park, the use of a task force to provide guidance on the creation of a preferred corridor strategy. The Orange Avenue Task Force (OATF) will be responsible for ensuring successful corridor representation occurs, participate in identifying corridor expectations, and considering the outcome of different options prior to supporting a coordinated corridor strategy.

#### Task 1: Inventory of Corridor Expectations

This task will involve summarizing what was heard during the first OATF meeting as well as documenting the vision/goals and objectives from past planning initiatives and any other stakeholders that may be identified by the OATF. These discussions will establish a foundation of knowledge, better understand complexities and opportunities, and identify potential barriers to implementation.

#### Task 2: Task Force – Meeting #2

This will be the second meeting of the identified task force (the first being the Kickoff meeting in Phase 1). This second meeting will be used to review the findings in the Corridor Foundation Presentation and Corridor Expectations to engage in an exercise that leads to a clear set of goals and objectives for the corridor plan. The Consultants will collaborate with the City on a specific agenda for this second meeting with the Task Force.

#### Task 3: Draft Corridor Vision

The outcome of Phase 3 will be described in a brief summary document that reviews key themes from the outreach activities and describes the draft vision for the corridor.

#### Phase 3: Deliverables & Travel

- *Inventory of Corridor Expectations*
- *Task Force activity summaries*
- *Draft Corridor Vision (Goals and Objectives)*
- *Trip #2*

### PHASE 4A – PLAN DEVELOPMENT

The Orange Avenue Corridor Plan offers an ideal forum to establish goals associated with land use, transportation, design, and economic development. It also offers an opportunity to advance the City's continued emphasis on integrated land use, urban design, and transportation strategies that benefit broader community objectives. National trends and local preference toward performance-based planning underscore the need to tie potential strategies to community visioning and stakeholder engagement. Phase 4a and Phase 4b (Transportation & Parking Analysis) will be performed concurrently but are represented as separated Phases in this scope for ease of reference.

**Task 1: Task Force – Meeting #3**

At the third OATF meeting, topics areas related to transportation, urban design, parking and public spaces that respond to the identified goals and objectives will be discussed. This will be done to reaffirm the corridor vision and goals prior to the corridor work session. In addition, specific work session topics and schedule will be shared.

**Task 2: Corridor Design Work Session**

The exact format and duration of this activity will be set by the Task Force. Regardless of the duration and format, this event will offer the OATF the opportunity to explore in greater detail corridor options and their likely outcomes. The consultant will provide technical feedback on the likely performance of options so that the task force can develop informed opinions regarding corridor choices. Organizing the work session around specific topics/themes will allow the task force members the opportunity to decide how much individual time to invest in the activity. The Task Force may decide to expand the activity if they determine its important to the success of the plan.

**Task 3: Corridor Themes**

The comprehensive set of corridor themes will be based on the corridor vision and serve as the backbone for a prioritized list of actions. Ultimately, a set of strategies that respond to the identified themes will be generated. While the exact themes will be influenced by the OATF, it's likely that the themes will address the following:

- **Transportation & Infrastructure** - Our team envisions a set of transportation strategies that respond to the existing and changing needs of the corridor. The topic areas likely will include modernization of corridor technology, access management, connectivity, and capacities and operations as well as ways to improve and promote active transportation, transit readiness, and safety. In addition, contemplating creative intersection designs that balance travel demand and place-making qualities will be emphasized.
- **Land Use & Economic Development** - The corridor vision, public engagement, and market economics will influence potential opportunities within the corridor. Following the identification of catalyst sites and high value development/redevelopment opportunities, we will establish strategies to promote the desired use, scale, and form of development along the corridor. We will coordinate closely with staff to ensure the format of these strategies considers existing and future codes and regulations. We anticipate the strategies will fall into one of three categories: 1) regulatory initiatives, 2) incentive-based methods, with the understanding that incentives are not always financial, and c) promotion and community leadership.
- **Community Design** - Considers how incremental changes to the built environment combine to influence our community. How a place looks is part of it, but community design also includes the form, massing, connectivity, and integration with surrounding places. Strategies that align with community design considerations often include regulatory tools, design guidelines, and policies.
- **Corridor Design** - Features need to showcase how to leverage the public realm to bring about a sense of place, arrival, and influence positive behavior (e.g., travel speeds, mode

choice, safety, etc.). Often these strategies include a combination of guidelines, projects, and programs that are focused on corridor design details such as wayfinding, branding, landscaping, lighting, monumentation, etc.

- **Catalyst Sites** - Our team will illustrate the application of strategies to achieve a desired outcome for places along the corridor (up to three locations). The resulting illustrations will be limited to plan-view designs supported by precedent images. Additional 3D renderings may be requested and provided as additional services.

**Phase 4a: Deliverables & Travel**

- *Potential Corridor Strategies*
- *Corridor Design Work Session Outcomes*
- *Catalyst Site Designs*

**PHASE 4B TRANSPORTATION & PARKING ANALYSIS**

The transportation and parking elements will be performed concurrent with Phase 4a and will be summarized in a technical memorandum in time for consideration during the design charrette.

**Task 1 – Data Collection**

A field reconnaissance visit will be performed to document areas of concern and design constraints. Traffic information as available—such as the latest traffic volumes, historical AADTs, turning movement counts at intersections, and crash data—will be reviewed to:

1. Determine existing conditions along the corridors for study area intersections and interchanges as well as the adjacent street network.
2. Begin to identify impediment/constraints.

Note: If turning movement counts from the past year are not available, turning movement counts and signal design plans will be collected for the following three (3) key intersections.

- West Fairbanks/Pennsylvania Ave (signalized)
- S. Denning Dr/Minnesota Ave. (signalized)
- Harmon/Orlando Avenue (signalized)

In addition, corridor specific data will be extracted from the Winter Park Mobility Plan data collection efforts and be supplemented with other locally obtained data sources. This this may include:

- GIS data (including parcel data, street centerline files, Right-of-Way boundaries, utilities, current and future zoning, wetlands, Primary Service Area boundary, etc.)
- Approved development plans located within the study area
- Existing and proposed multimodal facilities



- Historic, current, and future average daily traffic volumes within the study area
- Crash data (last 5 years from FDOT)
- Transit plans/routes/stop locations
- Planned roadway improvements

## **Task 2 – Existing Transportation Conditions**

The first phase of this analysis will focus on determining current transportation performance. Using the data collected in the previous tasks, the Kimley-Horn team will evaluate existing conditions within the study area.

Turning movement counts, intersection geometrics, and signal phasing information will be used to code the Synchro computer model. Travel speed information will be obtained from speed limits and field observations to determine appropriate speeds. All analyses for this project will be performed in accordance with FDOT standards and include intersection queue analysis.

## **Task 3 – Traffic Forecast & Performance Criteria Identification**

The Regional Model will be consulted to identify future year forecasts for an agreed upon planning horizon. Working with the steering committee, Kimley-Horn will develop a set of performance criteria. The performance criteria will represent a quantitative means to assess the performance of each alternative. Similar to MOEs, the criteria will represent discrete categories of measurable performance. The performance criteria developed will be used to create a metric for evaluating the alternatives against one another and will include an assessment of effects on the natural and built environment.

## **Task 4 – Alternative Development and Evaluation**

Using the data collected in the previous tasks, Kimley-Horn will develop a dynamic set of transportation alternatives that will address the existing issues and deficiencies within the study area. With involvement from the City and FDOT, multiple alternatives will be developed, modified, evaluated, and confirmed based on the performance criteria. The most feasible alternative(s) will be proposed for inclusion in the feasibility study. The data generated will contribute to answering basic questions about the corridor:

- Can the corridor support a road diet? If not, what is the most complimentary cross-section for the corridor?
- What effect does the modification and addition of on-street parking have on the corridor?
- Likely impacts of alternatives on safety, pedestrian safety, and propensity for walk and bike trips?
- What is the effectiveness of alternative intersection designs?

Working with the task force, Kimley-Horn will develop a set of performance criteria. The performance criteria will represent a quantitative means to assess the performance of alternatives.

Using the performance criteria outlined above and traditional engineering and planning evaluation tools, each of the alternatives will be evaluated. The relative performance of alternatives will be assessed to determine the most efficient and effective combination of improvements. The performance criteria developed will be used to create a metric for evaluating the alternatives against one another.

### **Task 5 – Capacity Analysis**

Kimley-Horn will use the Synchro capacity analysis software to analyze traffic operations along the local street network throughout the study area. We will evaluate 2017 existing conditions and horizon year background and build conditions for the study area intersections, including weekday AM and PM peak-hour conditions for up to four separate cross-section/intersection scenarios:

- Existing Conditions
- Future Year No Build
- Future Year Alt A & B

### **Task 6 – Parking Considerations**

An initial inventory of parking considerations will be prepared based on existing data and observations. The Winter Park Parking Modernization efforts will be coordinated with the Orange Ave Corridor Plan to determine the likely impacts of on-street parking, modernized parking rates, and influence/appropriateness of shared-use parking provisions. A preferred parking strategy that compliments the preferred urban design and land use for the corridor will be communicated.

### **Task 7 – Technical Memorandum**

Following the completion of Tasks 1-6, the Kimley-Horn team will produce a technical memorandum summarizing the process, preliminary investigation, alternative design concepts, evaluation methodology, and feasible alternatives.

#### ***Phase 4b: Deliverables & Travel***

- *Transportation & Parking Technical Memorandum*
- *Travel by local KH office to support data collection efforts*

## **PHASE 5 – RECOMMENDATIONS COMMUNICATION OF RESULTS**

This final phase requires a thorough vetting of recommendations by the OATF and City Staff; summary reporting, and the communication of recommendations to the City Commission.

### **Task 1: Task Force – Meeting #4**

At their final meeting, the outcomes of the corridor design work session will be discussed and final recommendations will be vetted. In addition, strategies for communicating results to community leadership will be discussed as well as the role of the Task Force in this process.

## **Task 2: Action Plan**

The action plan will be communicated via a strategy board and prioritization matrix. It adds the final layer of detail to the implementation process by including an explanation of initiatives and projects, likely cost, who is best positioned to lead, what partners need to be engaged, potential funding sources, and notable challenges that will be faced. The action plan will be a dynamic tool that allows decision-makers to track progress and schedule future-year improvements.

## **Task 3: Summary Workbook**

A summary workbook will be prepared that includes a summary of the process, project deliverables, recommendations and action plan. This report will be graphically organized and intended for a board audience. Priority will be placed on the communication of results and recommendations. A single draft will be prepared and two rounds of consolidated comments are included in the scope. A print ready digital version will be delivered to the City for reproduction.

## **Phase 5: Deliverables & Travel**

- *Action Plan and Priorities*
- *Trip #4 (final trip) and supporting presentations*
- *Summary Workbook (digital)*

## **Additional Services**

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Coordination beyond the anticipated 7-month timeframe for the planning process.
- Additional design
- Additional travel and meetings requested by the client
- Additional Traffic Modeling such as micro traffic simulation, travel modeling, and scenario modeling
- Additional Parking Analysis
- Additional public engagement
- Additional documentation and reporting

## **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the information provided in the Data Needs Request task.

## Fee and Expenses

Kimley-Horn will perform the task services outlined in Phases 1-5 for the total lump sum fee of \$99,750. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number. The total cost is not to exceed the Total Lump Sum Fee without prior written approval of the Client.

## Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Winter Park.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. Kimley-Horn will provide a paper copy via regular mail if requested by the Client. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

\_\_\_ Please email all invoices to:

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. The Consultant will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Stephen Stansbery, AICP  
Vice President

By: Clif Tate, PE  
Snr. Vice President

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**City of Winter Park Florida**

By: \_\_\_\_\_

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Print or Type Name)

Title: \_\_\_\_\_

(Member or Manager, as authorized)

\_\_\_\_\_

(Email Address)

\_\_\_\_\_, Witness