



agenda

February 23, 2017; 12:00 pm

Chapman Room

401 S. Park Ave. 2nd Floor

CRA advisory board

1 Administrative items

A. Approval of the Meeting Minutes from 1-26-17

2 Action items

- A. Denning Drive Final Design
- 3 Informational items
- 4 Public Comment
- 5 New business items
 - A. CRA Annual Report Photo
- 6 Adjournment
 - A. CRA AB meeting March 23

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."



agenda item

meeting date February 23, 2017	approved by	☐ City Manager
item type ☑ Administrative ☐ Action ☐ Information	арргочей бу	☐ City Manager ☐ City Attorney ☑ N A

CRA advisory board

Subject

Approval of Minutes

motion | recommendation

Motion to approve the January 26, 2017 workshop and meeting minutes is requested.

background

N/A

alternatives | other considerations

N/A

fiscal impact

N/A

CITY OF WINTER PARK COMMUNITY REDEVELOPMENT ADVISORY BOARD

Regular Meeting January 26, 2017
12:00 pm Commission Chamber

MINUTES

Chairman Daniel Butts called the meeting to order at 12:00 pm

BOARD MEMBERS PRESENT: Daniel Butts, Woody Woodall, Tom Hiles, Lance Decuir, Javier Omana, Teri Gagliano

BOARD MEMBERS ABSENT: Alex Trauger, Jeff Stephens

STAFF MEMBERS PRESENT: Dori Stone, Kyle Dudgeon, Lindsey Hayes

ADMINISTRATIVE ITEMS:

Item A: Approval of the 10-27-2016 and 11-17-16 Meeting minutes

Motion made by Javier Omana, seconded by Lance Decuir, to approve the 10-27-16 and 11-17-16 minutes.

ACTION ITEMS:

INFORMATIONAL ITEMS:

Item A: CRA Agency Meeting Review - January 23

Staff provided Board members with the outcome of items presented at the January 23 CRA Agency meeting.

Denning/Orange roundabout was not approved. There was some local consensus on parking garages, undergrounding, and for City Management to research purchasing the post office property which is stated in the CRA Plan.

There was discussion on decorative lighting and general maintenance such as ADA and sidewalk improvements, splash pad repairs. The topic of installing field turf at MLK Park which is mentioned in the CRA Plan and can assist with Parks & Recreation's Master Plan but installation of the new library must be considered. Final item was energy efficiency items for residential properties. Staff suggested creating a line item for maintenance expenditures.

Item B: CRA Side Street Sign Program

Staff reviewed the purpose and intent of the Side Street Sign program and recommends working towards updates to the program that may include design standards and how the program fits into the wayfinding and branding of the Park Ave area.

Item C: Winter in the Park 2016

Staff provided the Board with a summary of the 8th Annual Winter in the Park Ice Rink event including attendance, revenue & expenditures, and the economic impact it had on the downtown area.

Item D: CRAAB calendar 2017

Staff provided the Board members with a calendar of the 2017 CRA AB meeting dates

New Business:

There being no furthe	er business to discu	ss, the meeting adjou	rned at 1:15 p.m.

Chairperson, Daniel Butts
,
Board Liaison, Laura Neudorffer



agenda item

meeting date February 23, 2016	approved by	☐ City Manager
item type ☐ Administrative ☐ Action ☐ Information	approved by	☐ City Attorney ☑ N A

CRA advisory board

subject : Item 2A

Denning Drive final design

motion | recommendation

Motion to approve final Denning Drive design and begin construction phase is requested.

background

At the November 28th, 2016 Agency meeting, the Board motioned to approve the design of Denning Drive including decorative lighting, electric undergrounding, 3" caliper trees with the caveat staff return with documentation from Lynx supporting the design.

The backup material in this item is the Lynx reviewed designs for Denning Drive. Further, Lynx has provided a letter of support for the project stating the current design fits within their programming.

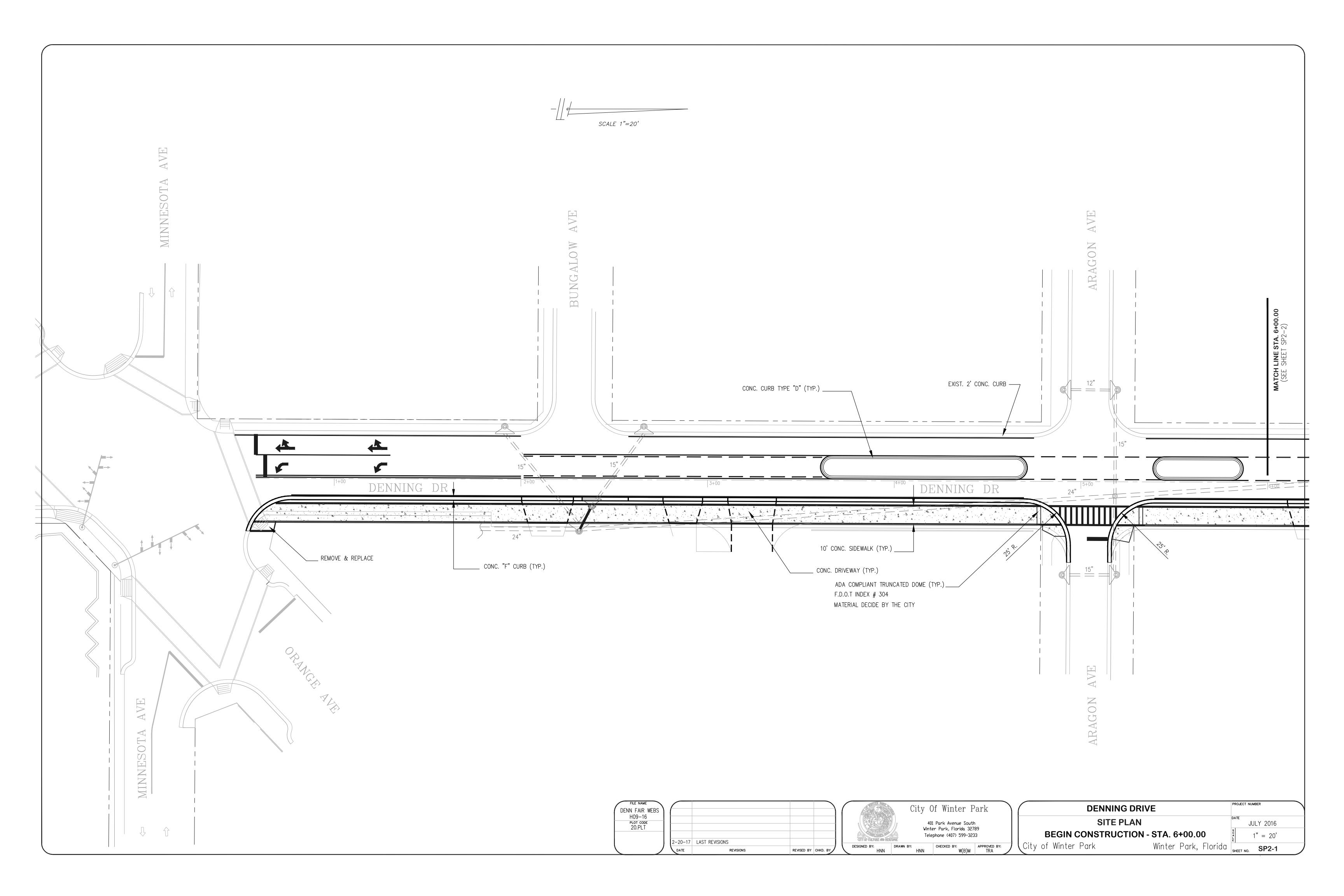
In addition, the design has been reviewed by Comprehensive Engineer Services (CES) to confirm the redesign's operation.

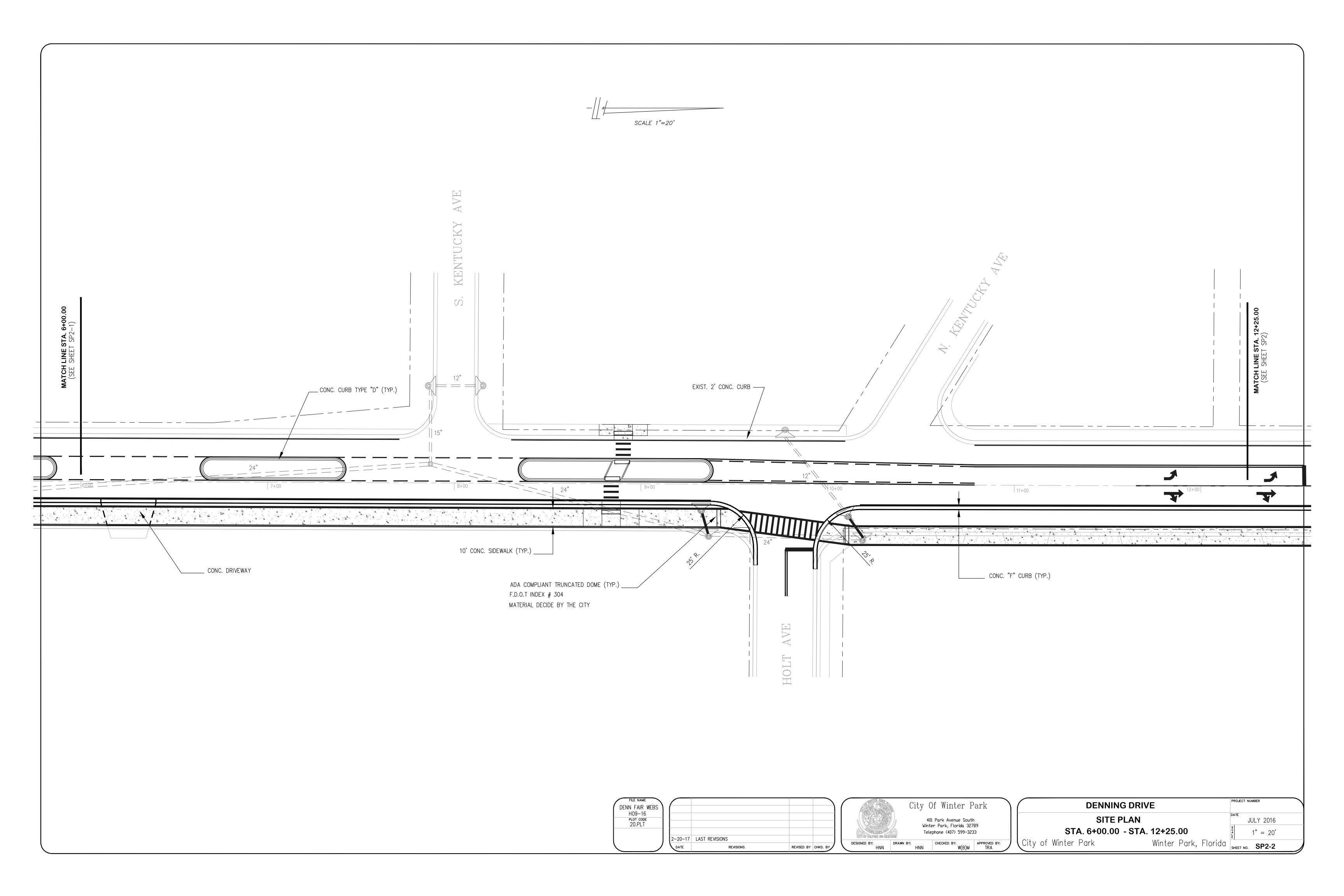
Finally, since a portion of the project lies outside the CRA boundary, an interlocal agreement is required. This agreement provides for the legal backdrop when a CRA partners with other jurisdictions for projects outside the boundary. In this case, the Denning Drive project extends past areas both north and south of the district. The agreement states that the project is a partnership with resources provided by both the City and the CRA. It also provides for good practice and compliance with state law with regard to the continued separation of increment and general fund revenues.

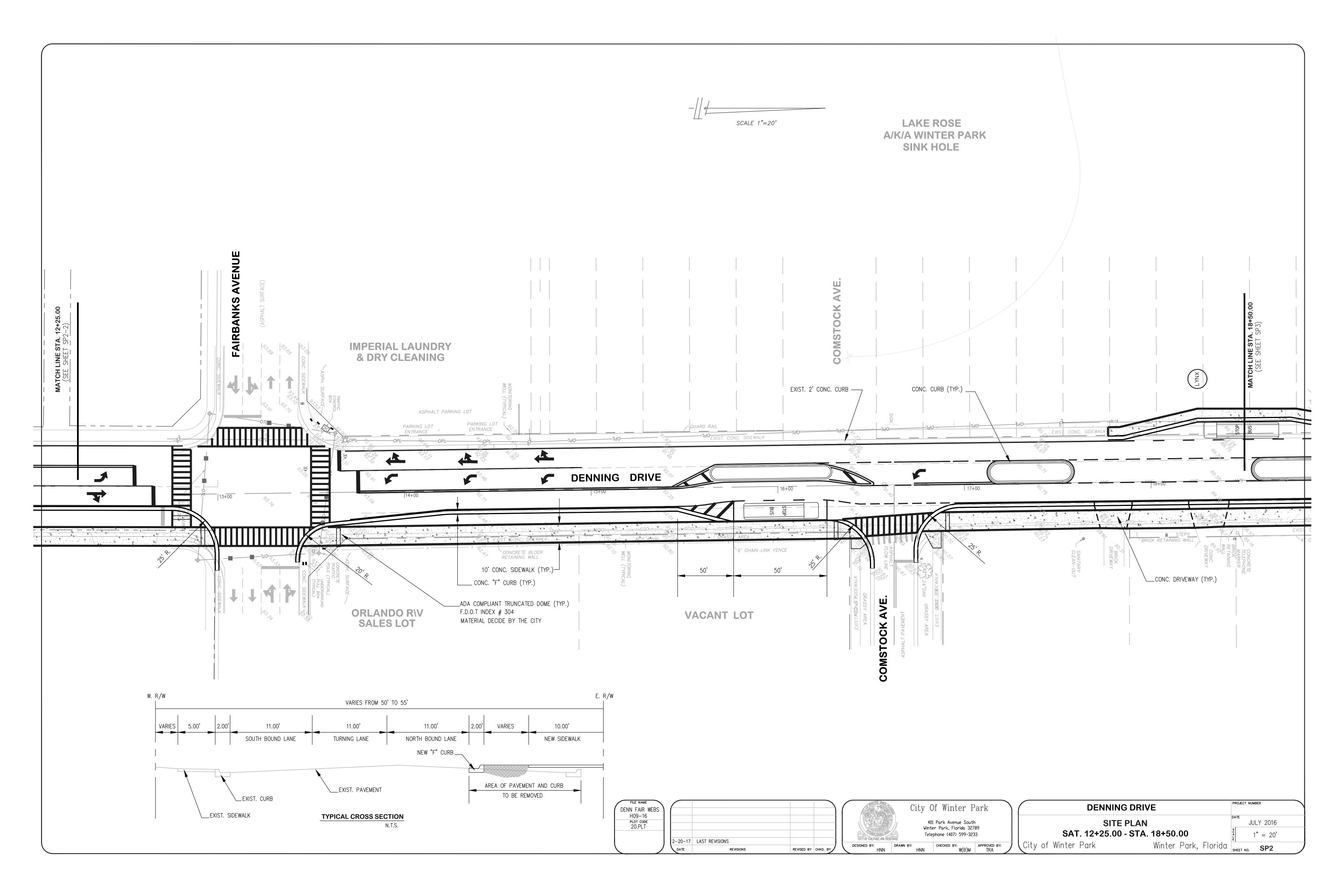
alternatives | other considerations

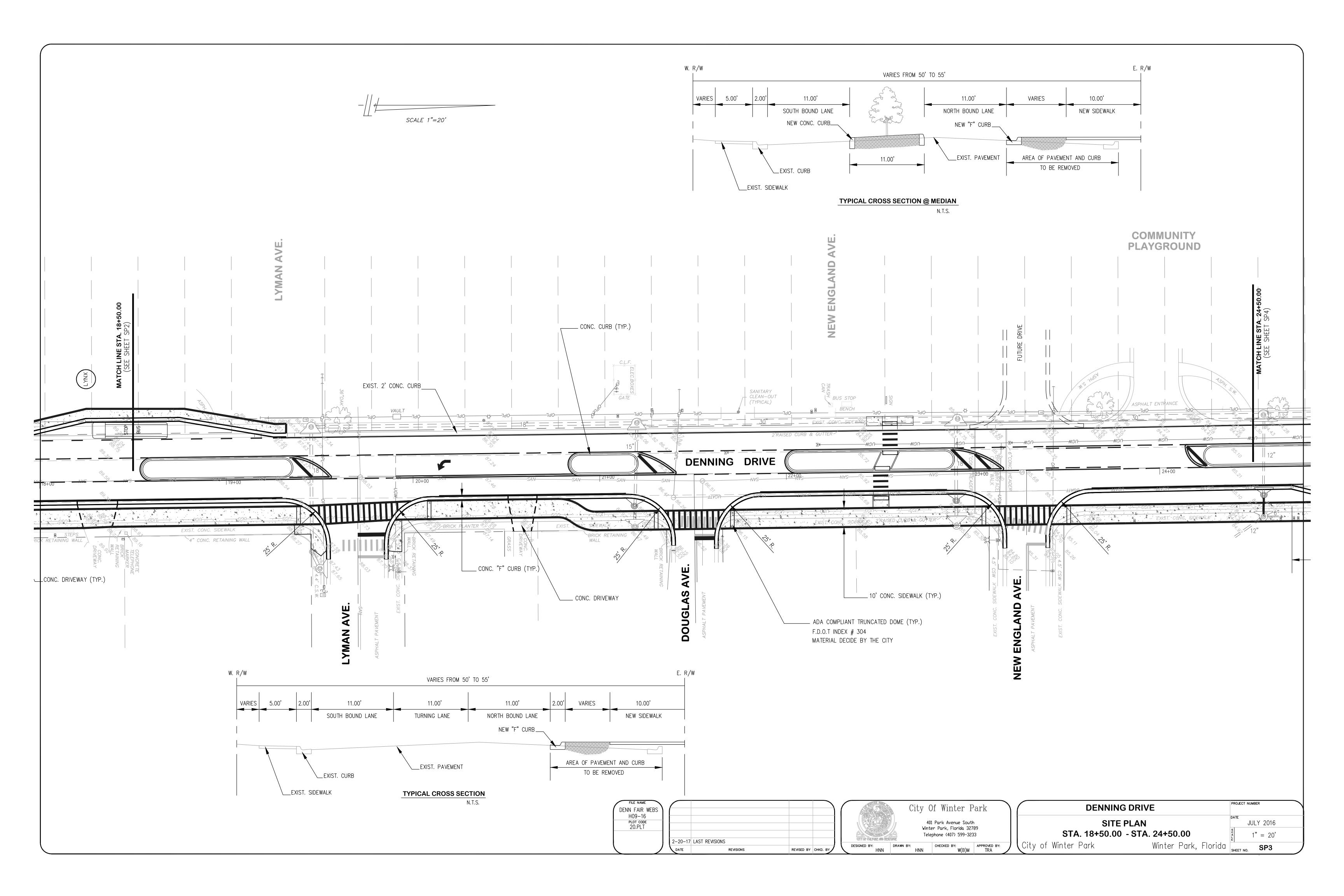
fiscal impact

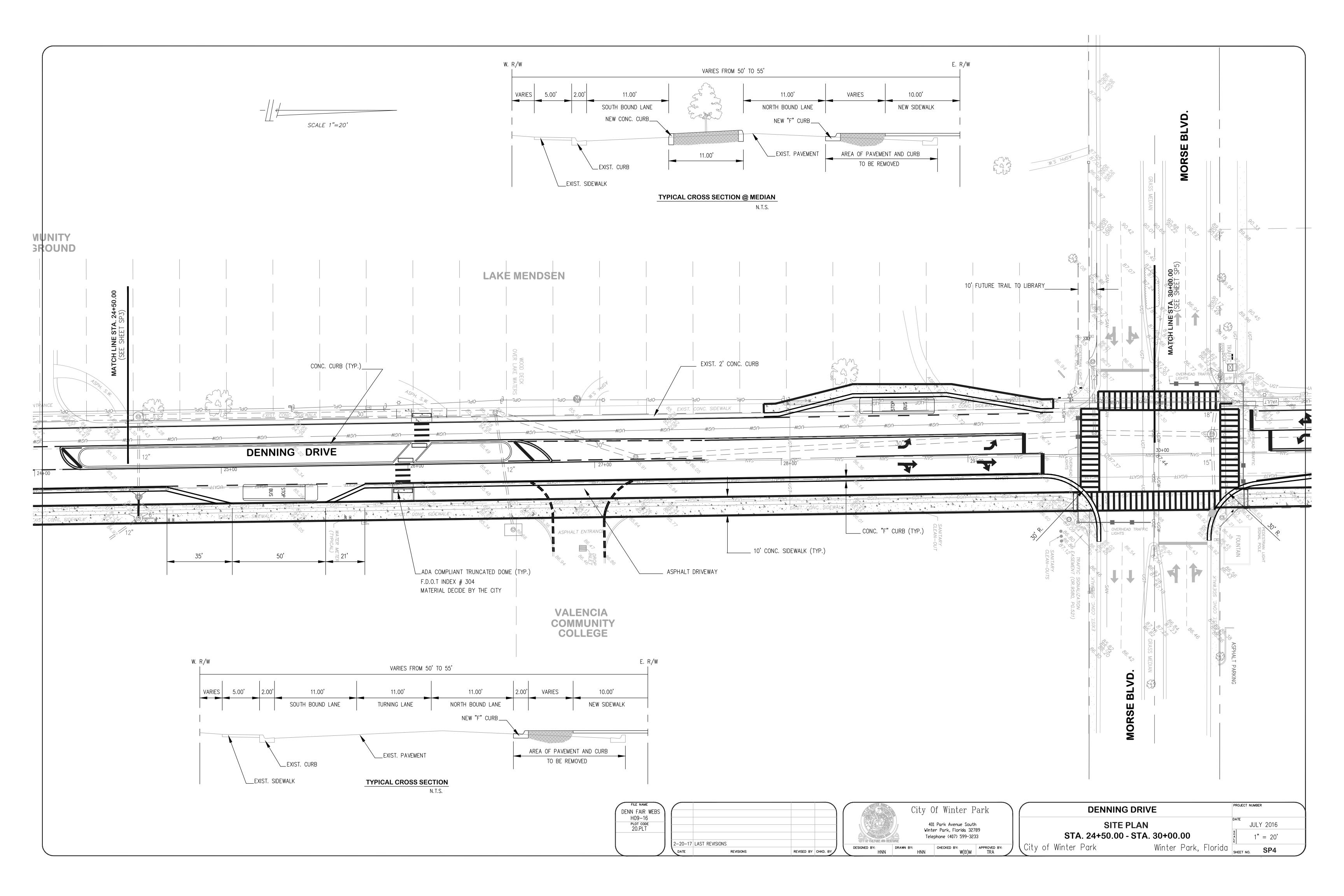
\$1,847,405 for the project was approved at the November 28th Agency meeting

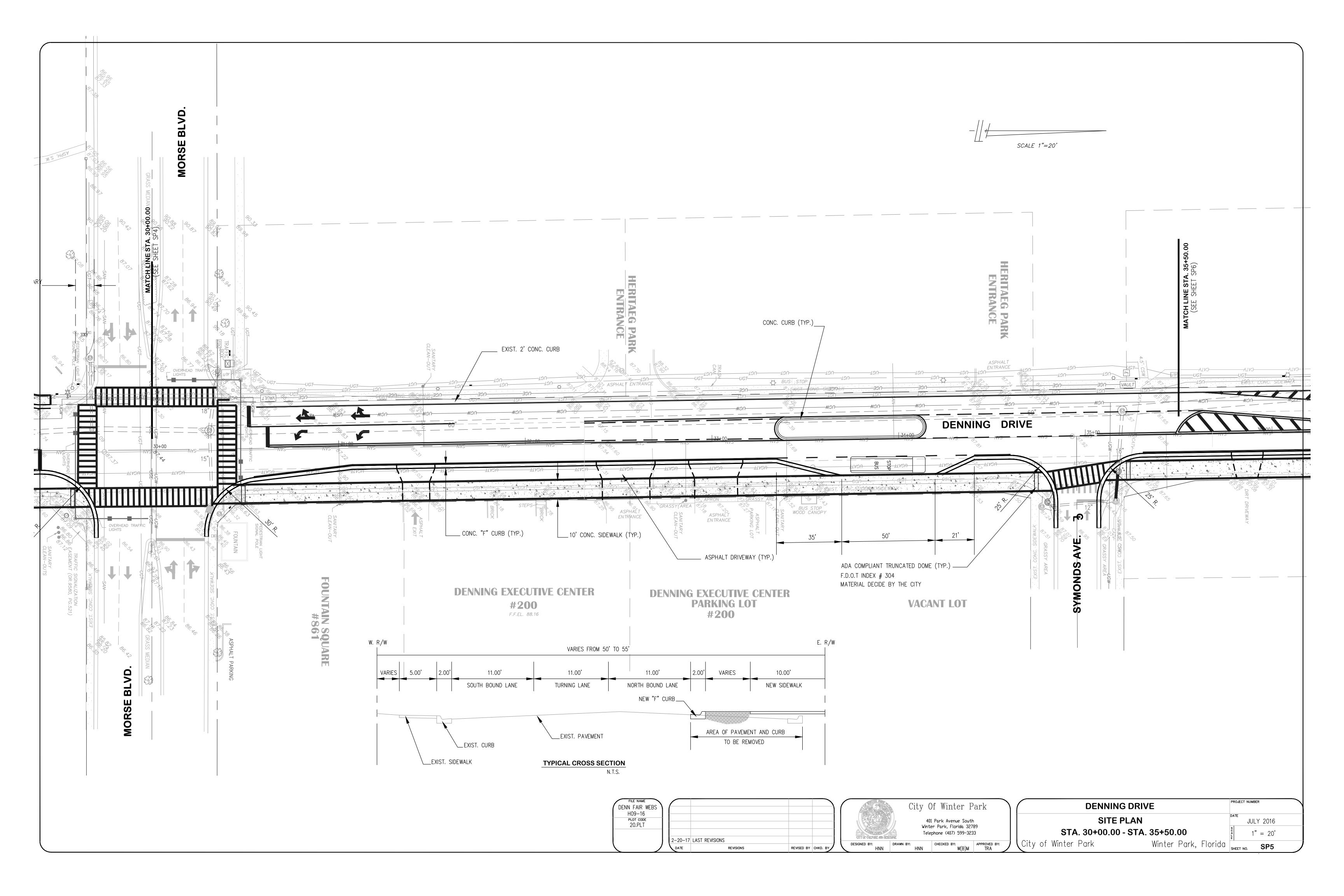


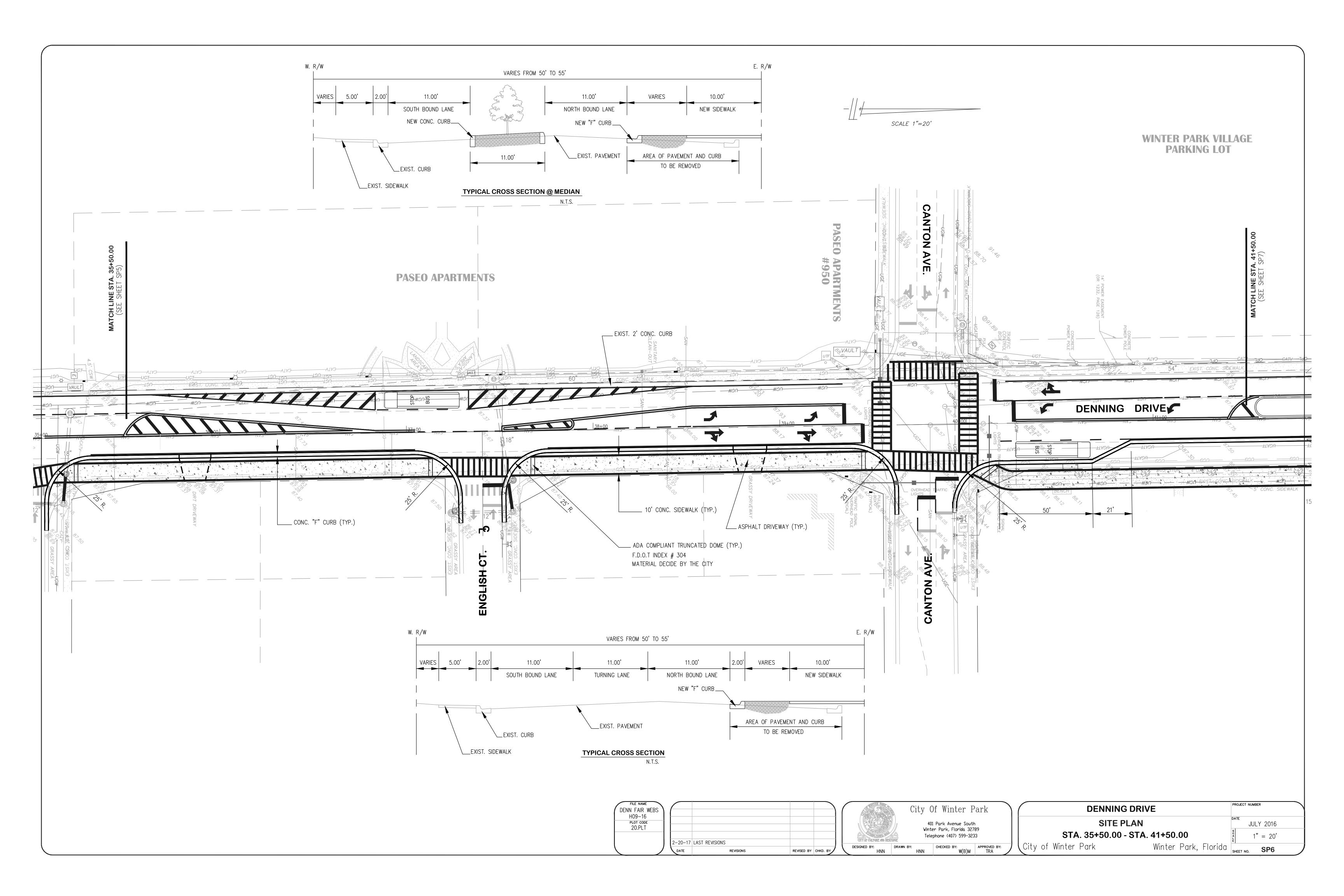


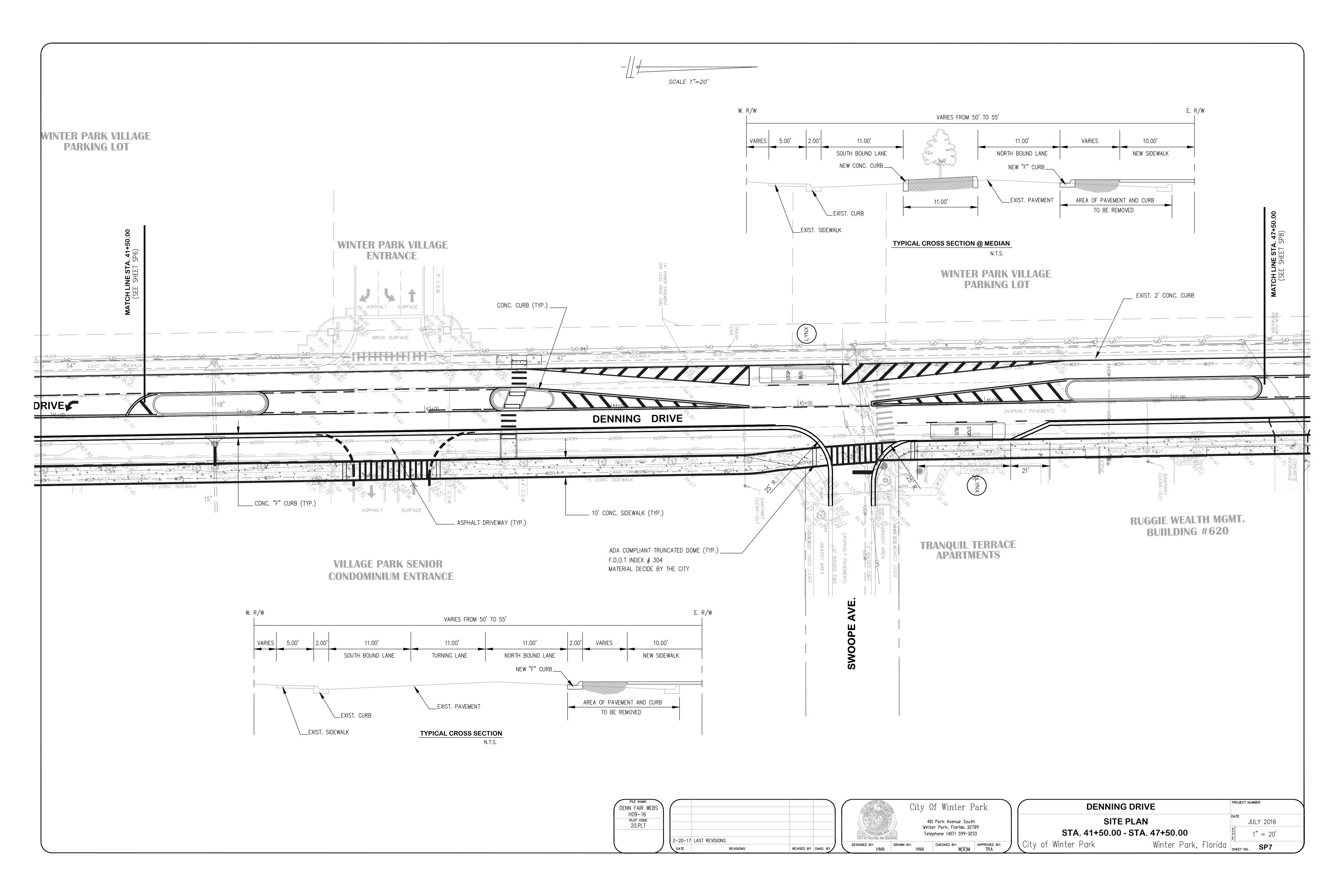


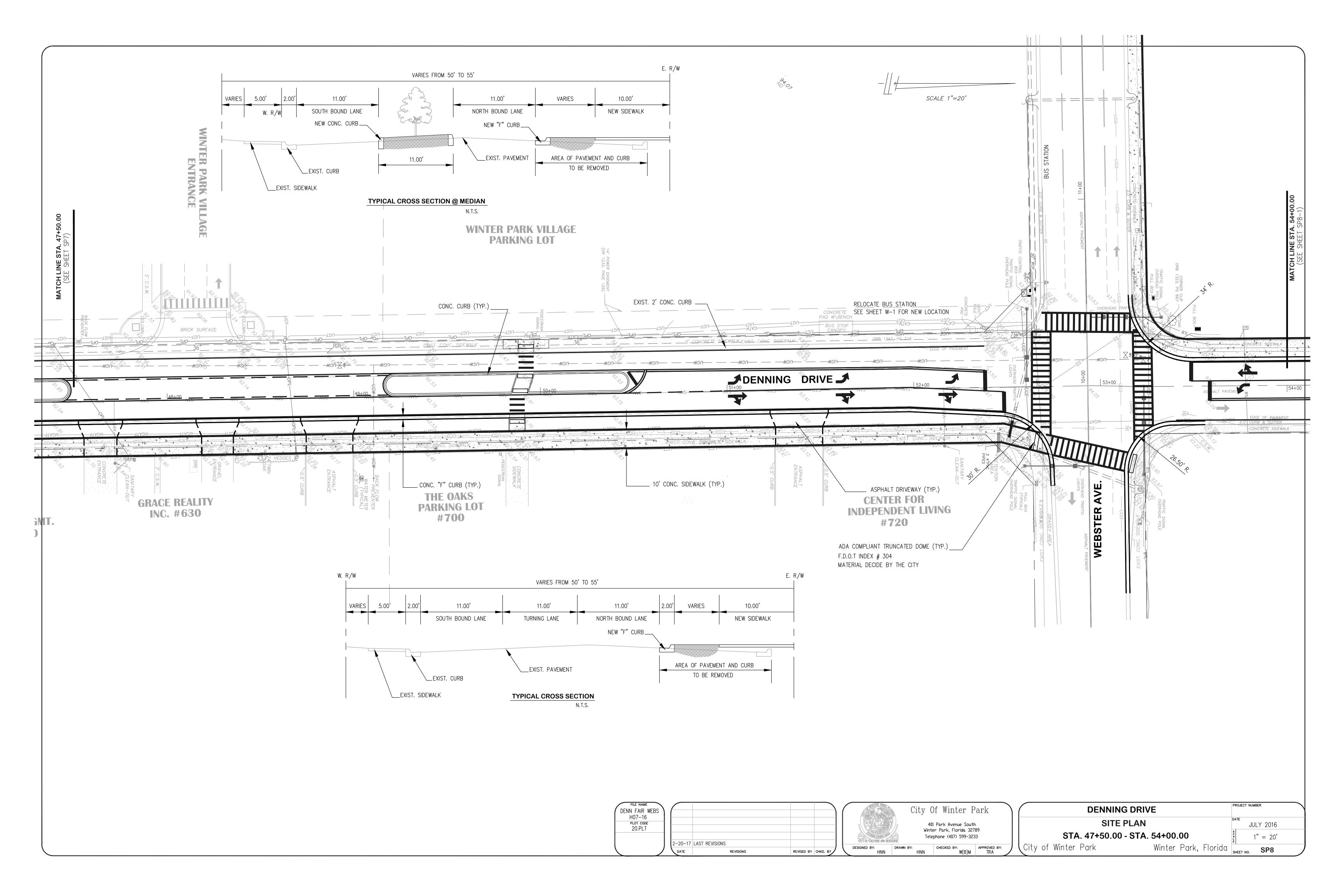


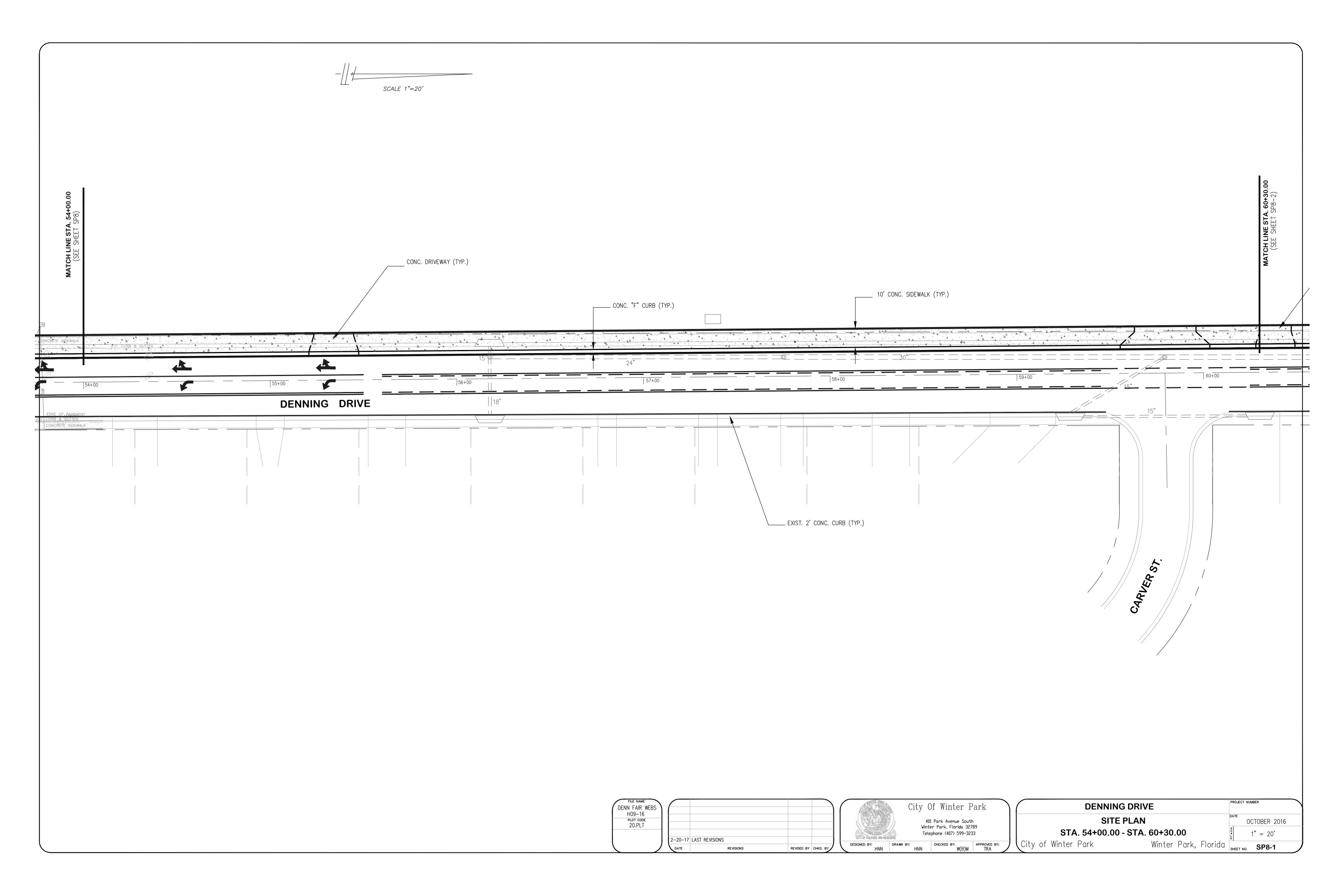


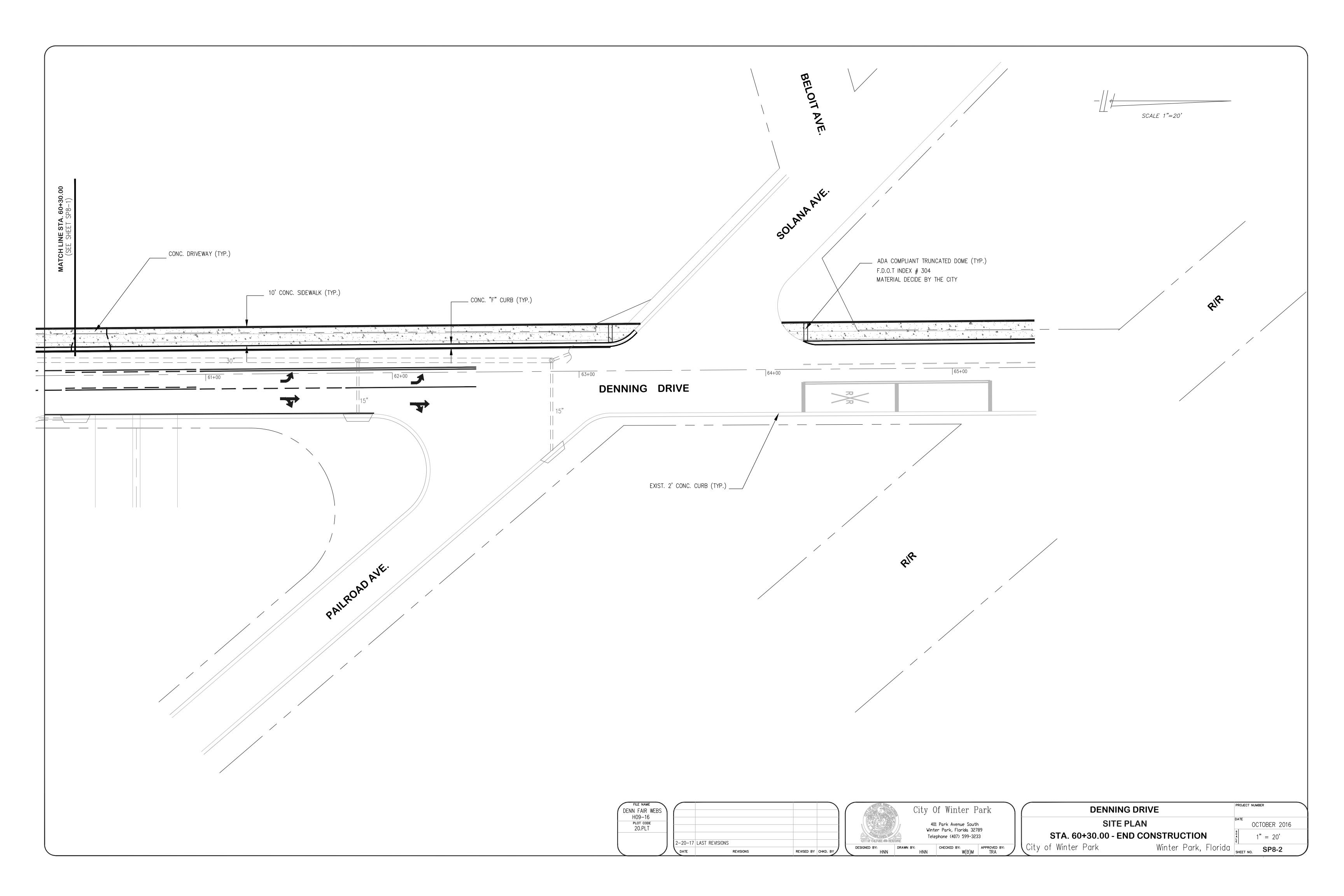


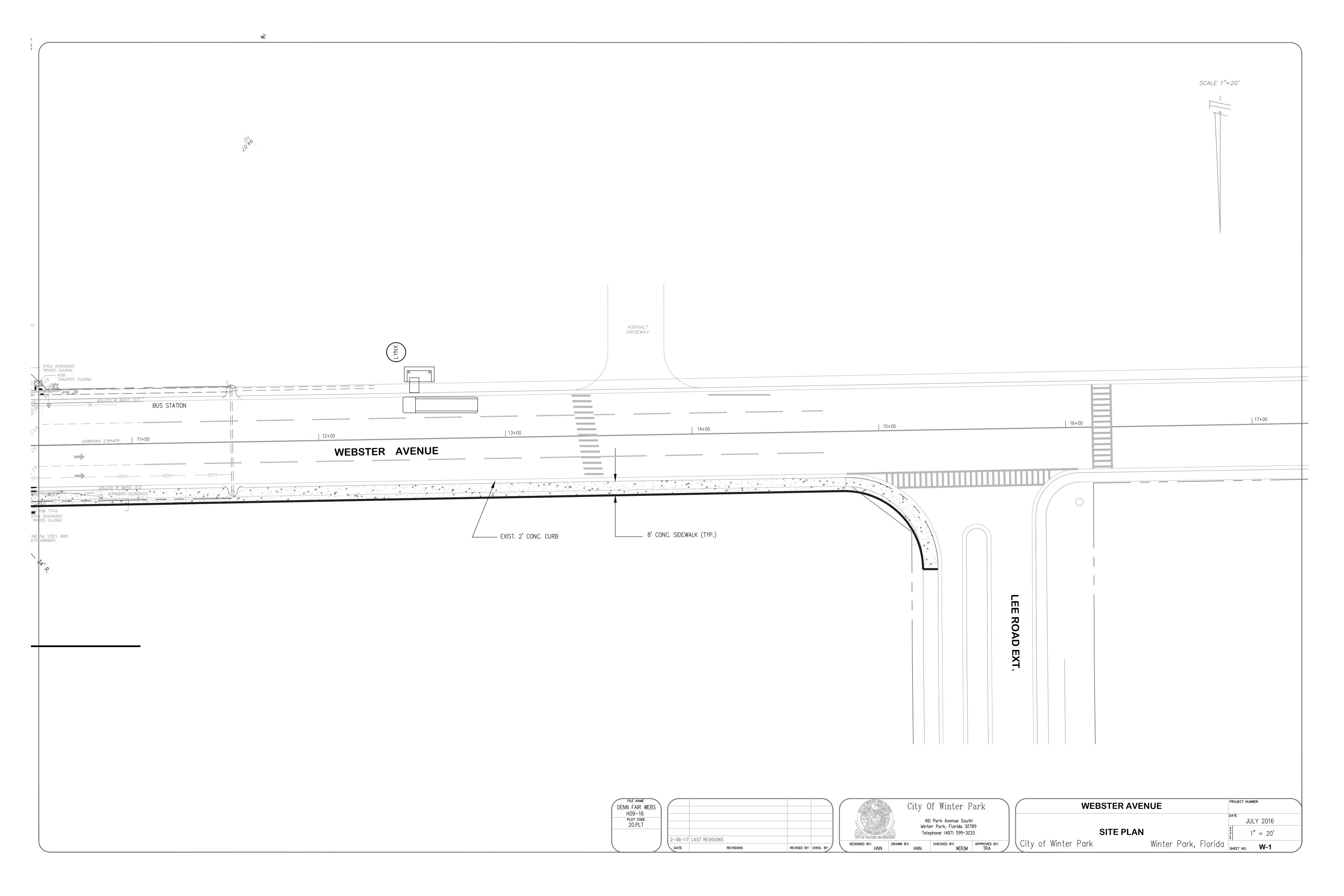












455 N. Garland Ave. Orlando, FL 32801 407.841.LYNX (5969)



February 15, 2017

Winter Park Community Redevelopment Agency 401 Park Avenue South Winter Park, Florida 32792

Dear Winter Park Community Redevelopment Agency,

This letter is in support of the redesign of Denning Drive. The City of Winter Park and LYNX have been working extensively together on a complete streets enhancement to Denning. This coordination has included reviews of concepts for input on initial and final designs. The City has made every effort to include LYNX in the development of this project.

Through our evaluation, we find the design of Denning Drive at a minimum meets with all of our requirements for bus travel including loading, ramping, turning, line of sight, and bus pullout locations.

LYNX feels that this road update will be beneficial as it will continue to ensure efficient travel times throughout the City of Winter Park. We endorse this project for its thoughtfulness and commitment to providing the highest level of service possible to our riders and the community as a whole.

LYNX looks forward to continuing to work on this project as it moves toward construction regarding stop and shelter moves. In addition, LYNX values its relationship with the City of Winter Park and looks forward to working collectively on additional projects in the future

Sincerely,

Jeffrey Thomas Reine

LYNX-Senior Project Manager

INTERLOCAL AGREEMENT BETWEEN THE CITY OF WINTER PARK AND

THE WINTER PARK COMMUNITY REDEVELOMENT AGENCY REGARDING

THE DENNING DRIVE ROAD IMPROVEMENT PROJECT

This Interlocal Agreement (the "Agreement") is entered into by the CITY OF WINTER PARK, FLORIDA, a municipal corporation of the State of Florida (the "City"), and the WINTER PARK COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of Florida (the "Agency"), as of the Effective Date as provided herein.

WHEREAS, the Agency operates pursuant to that certain City of Winter Park Community Redevelopment Area Plan adopted on or about September 13, 1994 by the Winter Park City Commission, as amended on or about February 9, 1999, and as may have otherwise been amended and as may be amended in the future (the "CRA Plan"), which CRA Plan establishes the physical boundaries of the community redevelopment area (the "CRA Area"); and

WHEREAS, the Agency is authorized under the CRA Plan, Chapter 163, Part III, Florida Statutes, and other provisions of law to expend Agency funds for community redevelopment purposes within the CRA Area, including but not limited to improvements to infrastructure such as streetscapes, intersections, landscaping, and other infrastructure improvements; and

WHEREAS, the City and Agency wish to cooperate with respect to certain infrastructure improvements as described in that certain document entitled City of Winter Park Construction Plans for Denning Drive Road Improvement Project, which is hereby incorporated by reference, and as otherwise generally described in the cost estimate documents attached hereto as **Exhibit "A"** (the "Project"); and

WHEREAS, the Project contemplates improvements to an area of the City as depicted on the attached **Exhibit "B"** (the "Project Area."), a portion of which Project Area being located within the CRA Area, with the remaining portion being located outside the CRA Area and within the City's boundaries; and

WHEREAS, the improvements contemplated by the Project within the CRA Area are consistent with the CRA Plan, and the Agency is authorized to expend Agency funds upon such; and

WHEREAS, the Project contemplates three phases of design and build including Webster to Fairbanks ("Phase 1"), Solana to Webster and Fairbanks to Orange Avenue ("Phase 2") and Webster Avenue to the Lee Road Extension ("Phase 3"), as generally described in the attached **Exhibit "A"**; and

WHEREAS, the Agency and City wish to establish an arrangement whereby the City will provide in-kind capital contributions in the form of professional services, including but not limited to

survey and design work, construction management, labor, and equipment, and whereby the Agency will contribute Agency funds to pay for raw materials to be used by the City in carrying out the Project; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is mutually acknowledged, the parties hereby agree as follows:

- 1. **RECITALS.** The above Recitals are hereby affirmed and incorporated as part of this Agreement.
- 2. **SCOPE OF PROJECT.** The scope of the Project shall be as described in that certain document entitled City of Winter Park Construction Plans for Denning Drive Road Improvement Project, incorporated by reference, as otherwise generally described in the cost estimate documents attached hereto as **Exhibit "A."** Substantial modifications to the scope of the Project shall require written approval of the Agency, but the City shall not otherwise be required to obtain Agency approval in carrying out the Project. The parties may at any time modify the scope of the Project by written agreement executed by both parties.
- 3. **CITY CONTRIBUTIONS.** The City agrees to provide and/or obtain professional and other services as the City deems advisable for carrying out all phases of the Project (the "City Contributions"), which services may include but are not limited to: 1) survey and design; 2) construction management and administration services; and 3) construction labor, equipment, decorative lighting labor and equipment, and irrigations and landscape labor. The City may fund the City Contributions by any legally available means, in the City's sole discretion.

4. **AGENCY CONTRIBUTIONS.**

- (a) The Agency agrees to pay for the cost of raw materials as deemed necessary by the City to carry out the Project (the "Agency Contributions"), in an amount up to but not exceeding the total costs of carrying out that portion of the Project located within the CRA Area (the "CRA Area Costs"). The Agency shall remit payment to the City within 30 days of receipt of a written invoice. The Agency may fund the Agency Contributions by any legally available means, in the Agency's sole discretion.
- (b) The costs of raw materials for the Project is estimated to be \$1,847,404, and the parties agree that such amount fairly and accurately reflects and is approximately equivalent to the CRA Area Costs. While the parties acknowledge that moneys paid to the City may be used in relation to services or construction outside the CRA Area, the parties agree that the Agency Contributions constitute consideration only for services and construction performed within the CRA Area.
- 5. **TERMINATION.** This Agreement shall terminate immediately upon 1) the completion of the Project, 2) a determination by either party to no longer participate in the Project, or 3) upon either party declaring its intent to cancel this Agreement. Termination of this Agreement shall not relieve the Agency of the obligation to pay Agency Contributions to the City not exceeding any CRA Area Costs

accrued by the City.

6. **GENERAL PROVISIONS.**

- (a) <u>Validity</u>. The Agency and City each represent and warrant to the other its respective authority and power under Florida law to enter into this Agreement, acknowledge the validity and enforceability of this Agreement, and waive any future right of defense based on any claim of illegality, invalidity or unenforceability of any nature.
- (b) <u>Governing Law; Venue.</u> This Agreement is governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Agreement shall be in Orange County, Florida.
- (c) <u>Full Agreement.</u> This Agreement contains the entire agreement of the parties with respect to the Project. Those portions of any previous agreements and understandings of the parties with respect to the Project that are inconsistent with this Agreement are pre-empted by this Agreement.
- (d) <u>Amendments and Waivers</u>. Any amendments to this Agreement shall only be deemed enforceable if in writing and executed by both parties. No waiver of any provision of this Agreement shall be effective unless in writing and executed by the party against whom it is asserted. Any waiver shall be applicable only to the specified instance to which it relates and shall not be deemed a continuing or future waiver unless expressly deemed otherwise in writing. Failure to enforce a right under this Agreement shall not be deemed a waiver of such right.
- (e) <u>Sovereign Immunity.</u> Nothing contained herein shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes, by either party. Nothing in this Agreement shall be interpreted to require either party to assume any liability for the acts, omissions, and/or negligence of the other party or its respective agents.
- (f) <u>Status of Parties/Liability</u>. To the extent provided by law, the Agency and City are distinct and separate governmental entities, and neither party shall be construed as an agent, contractor, employee, officer, sub-unit, division, or department of the other. No obligation incurred by either party in carrying out the Project or this Agreement shall constitute an obligation of the other party.
- (g) <u>Disclaimer of Third Party Beneficiaries</u>. This Agreement is solely for the benefit of the parties hereto. No right, remedy, cause of action or claim shall accrue to the benefit of any third party who is not one of the parties executing this agreement.
- (h) <u>Headings.</u> The headings or captions of sections or subsections used in this Agreement are merely for the convenience of the parties for reference only and are not intended to define or limit their contents, nor are they intended to affect the construction of or to be taken into consideration in

interpreting this Agreement.

- (i) <u>Severability</u>. If any provision, term, paragraph, subparagraph, clause, or sentence of this Agreement is deemed void or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect unless such would frustrate the purpose of this Agreement.
- (j) <u>Effective Date.</u> This Agreement shall take effect on the date of approval by the Agency's board of commissioners, or on the date of approval by the City Commission, whichever date is later ("Effective Date").

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the Effective Date.

	CITY COMMISSION, CITY OF WINTER PARK
	Steve Leary, Mayor/Commissioner
	Date of Approval
ATTEST:	
Cynthia Bonham, City Clerk	
	BOARD OF COMMISSIONERS, WINTER PARK COMMUNITY REDEVELOPMENT AGENCY
	Signature
	Print Name & Position

Date of Approval

ATTEST:			
Signature	-		
Print Name & Position			

DENNING DRIVE MULTI-USE TRAIL TOTAL COST

DENNING DRIVE AND WEBSTER AVE

	DESCRIPTION		CHANTETY T			
1		UNIT	QUANTITY	UNIT COST (\$)	ITEM COST (\$)	TOTAL COST (\$)
	DEMOLISH ASPHALT AND BASE ISLANDS	SY	1,797	\$5.00	\$8,985.00	
2	DEMOLISH ASPHALT AND BASE LANES	SY	7,162	\$5.00	\$35,810.00	
3	DEMOLISH EXISTING CURB	LF	6,393	\$2.00	\$12,786.00	
4	DEMOLISH EXISTING SIDEWALK	SY	2,913	\$5.00	\$14,565.00	
5	INSTALL TYPE "F" CURB	LF	6,798	\$12.00	\$81,576.00	
6	INSTALL TYPE "D" CURB	LF	2,734	\$12.00	\$32,808.00	
7	BASE REHAB/REPROFILING	LS	1	\$190,000.00	\$190,000.00	
8	ASPHALT REPAVING	SY	21,460	\$5.00	\$107,300.00	
9	NEW SIDEWALK 4"	SF	58,155	\$2.50	\$145,387.50	
10	NEW SIDEWALK 6"	SF	7,950	\$3.33	\$26,473.50	
11	STRIPING	LS	1	\$69,525.00	\$69,525.00	
12	MODIFY EXISTING SIGNALS	LS	1	\$37,016.00	\$37,016.00	
13	MODIFY EXISTING PEDESTRIAN SIGNAL DETECTORS	LS	1	\$18,954.00	\$18,954.00	
14	STORMWATER SYSTEM MODIFICATION	LS	1	\$100,000.00	\$100,000.00	
		CONTINGENCY	Y (10%)	¥200,000,00	7100,000.00	\$88,118.60
			(\$969,304.60
		T				\$969,304.60
15	LANDSCAPING - TREES, SHRUBS, GROUND COVER	LS	1	\$111,100.00	\$111,100.00	
16	IRRIGATION SYSTEM	LS	1	\$33,000.00	\$33,000.00	
17	DECORATIVE LIGHTING	LS	1	\$294,000.00		
18	UNDERGROUND POWER	LS	1	\$440,000.00	\$294,000.00	4070 400 0
		SUBTOTAL	1	\$440,000.00	\$440,000.00	
		JOBIOTAL				\$1,847,404.60
		TOTAL				\$1,847,404.60

DENNING DRIVE MULTI-USE TRAIL PHASE 1

FAIRBANKS AVE TO WEBSTER AVE

	The state of the s		- CONSTRUCTION CC			
1	DESCRIPTION	UNIT	QUANTITY	UNIT COST (\$)	ITEM COST (\$)	TOTAL COST (\$)
1	DEMOLISH ASPHALT AND BASE ISLANDS	SY	1357	\$5.00	\$6,785.00	
2	DEMOLISH ASPHALT AND BASE LANES	SY	4846	\$5.00	\$24,230.00	
3	DEMOLISH EXISTING CURB	LF	3858	\$2.00	\$7,716.00	
4	DEMOLISH EXISTING SIDEWALK	SY	1630	\$5.00	\$8,150.00	
5	INSTALL TYPE "F" CURB	LF	4155	\$12.00	\$49,860.00	
6	INSTALL TYPE "D" CURB	LF	2399	\$12.00	\$28,788.00	
7	BASE REHAB/REPROFILING	LS	1	\$100,000.00	\$100,000.00	
8	ASPHALT REPAVING	SY	14,033	\$5.00	\$70,165.00	-
9	NEW SIDEWALK 4"	SF	32787	\$2.50	\$81,967.50	
10	NEW SIDEWALK 6"	SF	5727	\$3.33	\$19,070.91	
11	STRIPING	LS	1	\$44,425.00	\$44,425.00	
12	MODIFY EXISTING SIGNALS	LS	1	\$25,016.00	\$25,016.00	
13	MODIFY EXISTING PEDESTRIAN SIGNAL DETECTORS	LS	1	\$18,954.00	\$18,954.00	
14	STORMWATER SYSTEM MODIFICATION	LS	1	\$65,000.00	\$65,000.00	\$550,127.41
		CONTINGENC	Y (10%)		7 50,000.00	\$55,012.74
						\$605,140.15
15	LANDSCAPING - TREES, SHRUBS, GROUND COVER	LS	1	\$83,512.00	\$83,512.00	
16	IRRIGATION SYSTEM	LS	1	\$25,000.00	\$25,000.00	
17	DECORATIVE LIGHTING	LS	1	\$220,000.00	\$220,000.00	
18	UNDERGROUND POWER	LS	1	\$440,000.00	\$440,000.00	\$768,512.00
		SUBTOTAL		Ţ / 10,000.00[Ş440,000.00	\$1,373,652.15
						\$1,373,032.13
-		TOTAL				\$1,373,652.15

DENNING DRIVE MULTI-USE TRAIL PHASE 2

FAIRBANKS AVE TO ORANGE AVE

	DESCRIPTION	UNIT	QUANTITY	UNIT COST (\$)	ITEM COST (\$)	TOTAL COST (\$)
1	DEMOLISH ASPHALT AND BASE ISLANDS	SY	440	\$5.00	\$2,200.00	(4)
2	DEMOLISH ASPHALT AND BASE LANES	SY	1600	\$5.00	\$8,000.00	
3	DEMOLISH EXISTING CURB	LF	1261	\$2.00	\$2,522.00	
4	DEMOLISH EXISTING SIDEWALK	SY	235	\$5.00	\$1,175.00	
5	INSTALL TYPE "F" CURB	LF	1356	\$12.00	\$16,272.00	
6	INSTALL TYPE "D" CURB	LF	335	\$12.00	\$4,020.00	
7	BASE REHAB/REPROFILING	LS	1	\$50,000.00	\$50,000.00	
8	ASPHALT REPAVING	SY	4017	\$5.00	\$20,085.00	
9	NEW SIDEWALK 4"	SF	10780	\$2.50	\$26,950.00	
10	NEW SIDEWALK 6"	SF	1421	\$3.33	\$4,731.93	
11	STRIPING	LS	1	\$16,300.00	\$16,300.00	
12	MODIFY EXISTING SIGNALS	LS	1	\$12,000.00	\$12,000.00	
13	MODIFY EXISTING PEDESTRIAN SIGNAL DETECTORS	LS	1	\$0.00	\$0.00	
14	STORMWATER SYSTEM MODIFICATION	LS	1	\$20,000.00	\$20,000.00	\$184,255.93
		CONTINGENC	Y (10%)		7=,000	\$18,425.59
			· · · · · · · · · · · · · · · · · · ·			\$202,681.52
15	LANDSCAPING - TREES, SHRUBS, GROUND COVER	LS	1	\$27,588.00	\$27,588.00	
16	IRRIGATION SYSTEM	LS	1	\$8,000.00	\$8,000.00	
17	DECORATIVE LIGHTING	LS	1	\$44,000.00	\$44,000.00	
18	UNDERGROUND POWER	LS	1	\$0.00	\$0.00	\$79,588.00
		SUBTOTAL			V 0.00	\$282,269.52
		TOTAL				4
11/2		TOTAL				\$282,269.52

DENNING DRIVE MULTI-USE TRAIL PHASE 3

DENNING DRIVE - WEBSTER AVE TO SOLANA AVE / WEBSTER AVE - DENNING DRIVE TO LEE ROAD EXTENSION

	DESCRIPTION	UNIT	QUANTITY	UNIT COST (\$)	ITEM COST (\$)	TOTAL COST (\$)
1	DEMOLISH ASPHALT AND BASE ISLANDS	SY	0	\$5.00	\$0.00	101112 0001 (\$)
2	DEMOLISH ASPHALT AND BASE LANES	SY	716	\$5.00	\$3,580.00	
3	DEMOLISH EXISTING CURB	LF	1274	\$2.00	\$2,548.00	
4	DEMOLISH EXISTING SIDEWALK	SY	1048	\$5.00	\$5,240.00	
5	INSTALL TYPE "F" CURB	LF	1287	\$12.00	\$15,444.00	
6	INSTALL TYPE "D" CURB	LF	0	\$12.00	\$0.00	
7	BASE REHAB/REPROFILING	LS	1	\$40,000.00	\$40,000.00	
8	ASPHALT REPAVING	SY	3410	\$5.00	\$17,050.00	
9	NEW SIDEWALK 4"	SF	14588	\$2.50	\$36,470.00	
10	NEW SIDEWALK 6"	SF	802	\$3.33	\$2,670.66	
11	STRIPING	LS	1	\$8,800.00	\$8,800.00	
12	MODIFY EXISTING SIGNALS	LS	1	\$0.00	\$0.00	
13	MODIFY EXISTING PEDESTRIAN SIGNAL DETECTORS	LS	1	\$0.00	\$0.00	
14	STORMWATER SYSTEM MODIFICATION	LS	1	\$15,000.00	\$15,000.00	\$146,802.66
		CONTINGENC	Y (10%)	1 , ,	420,000.00	\$14,680.27
						\$161,482.93
15	LANDSCAPING - TREES, SHRUBS, GROUND COVER	LS	1	\$0.00	\$0.00	
16	IRRIGATION SYSTEM	LS	1	\$0.00	\$0.00	
17	DECORATIVE LIGHTING	LS	1	\$30,000.00	\$30,000.00	
18	UNDERGROUND POWER	LS	1	\$0.00	\$0.00	\$30,000.00
		SUBTOTAL	-1	\$0.00	\$0.00	\$191,482.93
		TOTAL				\$191,482.93

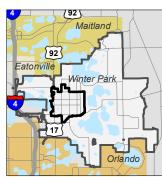


DENNING AVENUE ROAD DESIGN PROJECT BOUNDARY

WITH CRA BOUNDARY

City of Winter Park Florida







Project: CRA20150813

City of Winter Park CRA Source:

