

Downtown South Neighborhood Improvement District
Advisory Council Meeting Minutes
Veterans Conference Room, 2nd Floor, City Hall
March 11, 2015

Members Present

Rex V. McPherson II, Chair
Jon Toothman
Melissa Koch

Members Absent

Shannon Gravitte

Call to Order

Rex McPherson, Chairperson, called the meeting to order at 9:04 a.m.

Public Comment

There was no public comment

Chairperson Rex McPherson opened the floor for additions or corrections to:

Meeting Minutes of January 14, 2015

Hearing no objections, the Chair asked that the Advisory Council accept the minutes, which was done by unanimous voice of those present.

Staff Reports

- a. New Board Member. Jason introduced new Advisory Council member, Melissa Koch, Esq. She is an attorney for Akerman and also co-owns a business in the area with her brother. Her business, Essential Mind and Body, is chiropractic and massage office, yet also provides acupuncture, nutrition and emotion support services. Their office is located at 415 E Michigan Street in Downtown South. They are also owners of the property.
- b. New Executive Director. Jerry Presley has been selected, and has accepted, the new position of joint executive director of the Downtown South NID and Downtown South Main Street program. Pauline Eaton, City of Orlando Main Street Coordinator, introduced Jerry, who will be starting on March 23 in his new position. Jerry explained his recent experience in the Pine Hills NID working with Orange County, as well as his extensive background in smart growth advocacy groups, transportation agency management, and economic development. Jerry also reported to the group on his “pillars of the community” strategy to get more residential and business

involvement in the Pine Hills NID, which was a good fit for gaining more community involvement in Downtown South.

- c. I-4 Palms Agreements. Ken Pelham, Landscape Architect with the City of Orlando, and Jason Burton, Chief Planner, presented draft agreements for 4 properties within Downtown, with the groups concurrence, that are proposed as potential receiving sites for palms that are being removed as part of Ultimate I-4. These palms are the date-palm variety that typically range in the \$6-10K range to purchase. It is proposed that the NID participate in the moving of these palms, where they will be located on private property to serve as “street trees” near the rights of way along Orange Avenue and side streets.

The properties themselves are spread throughout the Downtown South area in hopes of being a noticeable improvement to potentially spur landscape improvements by adjacent properties:

- Iberia Bank (918S Orange Avenue)
- Purdy Site/Hearing Aid Center (1503 S Orange Avenue)
- Pulse Nightclub (1912 S Orange Avenue)
- BB&T Bank (200 E Michigan St)

An RFP has been prepared and released by Purchasing, as three different City entities are considering moving trees (Parks, CRA/DDB and the DSNID); these will be combined into one contract with an estimated cost of \$1500 per tree to move.

Melissa Koch inquired about the maintenance requirements in the agreement, which Mr. Pelham explained; there is an estimated 10% “fatality” rate to palm relocations. The individual property owners will be responsible for maintenance, while we have a reserve of funds to remove any tree within the first year if one should die. Further, we are trying to cooperate with Orange County on relocating palms to Michigan Street near Division Avenue; however, they want a permanent encroachment agreement that the DSNID will maintain the trees in perpetuity (however, the NID is limited to 15 years). We will continue to see if Orange County (which controls and owns Michigan Street) to see if they will accept this improvement.

Jon Toothman moved, and Melissa Koch seconded, a motion to recommend approval to the Board of Directors the draft contracts with the four property owners to relocate palm trees from the Ultimate I-4 construction.

- d. New Development Report. Mr. Burton prepared a powerpoint detailing some of the recent construction activity of private properties, outside of the new ORMC expansion. These improvements include: Amtrack Station (1400 Sligh Blvd), Grant Street Townhomes (103 W Grant Street), Hughes Site Redevelopment (115 W Grant Street), Newton Corner Retail (2121 S Orange Avenue), and construction on the Hampton Inn (39 Columbia Street).

Jon Toothman raised concerns about the terms of the agreement, which is proposed for the remainder of the 2015 calendar year; he had hoped that the arrangement could be for a longer of period of time.

Pauline Eaton, the Main Street Coordinator, responded that the 1 year term was probationary to see if this arrangement is a workable solution to managing the NID and the Main Street simultaneously. If things work out, then the terms could be renegotiated at the end of the agreement for a longer period.

Next Meeting

May 13, 2015 at 9:00 AM, Veteran's Conference Room.

Announcements

None.

Adjourn - Chair McPherson moved for adjournment at approximately 9:46 a.m.

City Staff/Consultant's Present

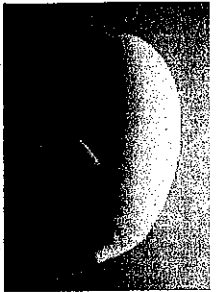
Jason Burton
Pauline Eaton

Members of the Public Present

Jerry Presley (new Executive Director for the DSNID and Main Street)

Attachments

Attendance Sheet
Agenda
Draft example agreement for the palm relocation.



CONFERENCE ROOM: Veterans Manatee Conference Room

MEETING: Downtown South MID

DATE: 8/11/15

SIGN-IN SHEET

| Name (Please Print) | Business / Property | Telephone | Email Address |
|---------------------|---------------------|--------------|-------------------------------|
| Ken Pelham | City Planning | 407-246-3235 | ken.pelham@cityofmiami.net |
| Pauline Eaton | City Bus Dev | 407-246-3259 | pauline.eaton@cityofmiami.net |
| Jerry Presley | N/A Orange County | 407-836-6226 | jerry.presley@ocfl.net |
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CITY OF ORLANDO

Downtown South
Neighborhood Improvement District
Advisory Council

MEETING NOTICE

A meeting of the Downtown South Neighborhood Improvement District (NID) Advisory Council will be held on Wednesday, March 11, 2015 at 9:00 a.m., City Hall, Second Floor, Veterans Conference Room, 400 South Orange Avenue, Orlando, Florida.

AGENDA

1. Call to order and determination of a quorum (Rex)
2. Public comment
3. Review and approval of minutes
 - a. January 14, 2015 – Regular meeting (Motion to approve)
4. Staff reports
 - a. New Board Member (Melissa Koch, Esq.)
 - b. New Joint Downtown South Main Street/NID Executive Director (Jerry Presley)
 - c. I-4 Palms Draft Agreements (Jason Burton, Ken Pelham)
 - i. Iberia Bank (918 S Orange Ave)
 - ii. Purdy Site/Hearing Aid Center (1503 S Orange Ave)
 - iii. Pulse (1912 S Orange Ave)
 - iv. BB&T Bank (200 E Michigan St)
 - d. New Development Report (Jason Burton)
 - i. Amtrak Station (1400 Sligh Blvd)
 - ii. Grant Street Townhomes (103 W Grant St)
 - iii. Hughes Site Redevelopment (115 W Grant St)
 - iv. Newton Corner Development (2121 S Orange Ave)
 - v. Hampton Inn (39 Columbia St)
5. Next meeting: Wednesday, May 13, 2015, City Hall, Veterans Conference Room, 9:00 a.m.
6. Announcements and other business



CITY OF ORLANDO

7. Adjourn

This Instrument Prepared by:
David J. Bass. Esq.
Assistant City Attorney
City of Orlando
400 South Orange Avenue
Orlando, Florida 32801
(407) 246-2295

RIGHT-OF-ENTRY AND RELEASE AGREEMENT FOR INSTALLATION OF TREES

THIS Agreement, made this _____ day of March, 2015, by and between _____, whose mailing address is: _____, (hereafter "Grantor" or "Owner") and **CITY OF ORLANDO, FLORIDA**, a municipal corporation created under the laws of the State of Florida, situated in Orange County, Florida, whose address is 400 South Orange Avenue, Orlando, Florida 32801, and the **DOWNTOWN SOUTH NEIGHBORHOOD IMPROVEMENT DISTRICT**, a dependent special district of the City of Orlando organized under Part IV, Chapter 163, Florida Statutes, whose address is 400 S. Orange Avenue, Orlando, Florida 32801 (together, hereafter referred to as "Grantee") :

RECITALS:

WHEREAS, Grantor is the owner of certain property located at _____, Orlando, Florida (hereafter "Owner Property");
See Exhibit "A", attached hereto and made a part hereof by reference; and

WHEREAS, in conjunction with major reconstruction of nearby Interstate 4 ("I-4"), several large palm trees located within the I-4 right-of-way will need to be removed to facilitate certain roadway improvements; and

WHEREAS, the owner of the roadway (Florida Department of Transportation) has agreed to allow access for the Grantee and/or designated subcontractors to remove the trees prior to construction for the purposes of saving and relocating the trees; and

WHEREAS, the Grantor has expressed a desire for one of the trees removed by the Grantee to be installed on the Owner Property at a location mutually agreeable to Grantor and Grantee at no cost to the Grantor; and

WHEREAS, there is a public benefit for the relocation and installation of the palm trees on the Owner Property, as it will aid in the beautification of the S. Orange Avenue neighborhood within the City of Orlando.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency whereof is hereby acknowledged by the parties, the Grantor does hereby

grant the Grantee a right-of-entry to install the palm trees and all ancillary functions related thereto on the Owner Property.

SECTION 1. **RECITALS INCORPORATED.**

All of the recitals contained herein are true and correct, and are incorporated herein and made a part hereof by this reference.

SECTION 2. **AUTHORIZATION TO ENTER PROPERTY.**

Subject to all terms and conditions herein stated, the Grantor hereby authorizes the Grantee and their agents, representatives, contractors, and subcontractors to enter upon the Owner Property in order to conduct activities necessary to install the palm trees, including, but not limited to, locating underground utilities, excavating a hole for the root ball of the tree, irrigating the root ball hole, installing the tree, bracing the tree with support timbers, backfilling the root ball hole with soil, and mulching. For up to one week after planting, the Grantee and/or their representatives may enter the Owner Property to irrigate and fertilize the trees. To the extent practicable, the Grantee shall take reasonable precautions to not damage the Owner Property nor unreasonably interfere with Grantor's use of the Property. Alteration of the Owner Property incidental to the installation of the trees shall not constitute damage to the Owner Property. Upon completion of the installation of the trees, Grantee agrees to restore the Owner Property outside of the tree trunks and mulched areas to substantially the condition it was in immediately prior to the palm trees installation.

SECTION 3. INDEMNIFICATION AND HOLD HARMLESS.

Subject to the limitations of liability established under Florida law, Grantor releases from responsibility and liability the Grantee, its employees and elected and appointed officials, agents, contractors, and subcontractors, from any claims, losses, suits, damages, costs, expenses and attorneys' fees resulting from, or arising out of, the entry upon the Owner Property for the purposes of fulfilling the obligations of this Agreement, or for any damages caused by the tree after its installation.

SECTION 4. TERM.

The term of this Agreement shall commence upon the date the last of the Parties hereto signs this Agreement (the "Effective Date"), and continues for an initial term of ninety (90) days thereafter. If additional time is required, this term may be extended by mutual agreement in writing of all parties to this agreement.

SECTION 5. ENTIRE AGREEMENT; MODIFICATION.

This Agreement constitutes the entire Agreement between the Parties, and no modification hereof shall be valid except in writing signed by both Parties.

SECTION 6. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 7. GRANTOR'S RESPONSIBILITIES.

After the tree has been installed and irrigated for one week, all maintenance, including irrigation, fertilizing, pruning, and mulching shall be the responsibility of the Grantor.

Owner

Signed, sealed and delivered in
the presence of: two witnesses:

WITNESSES:

Signature

Print Name

Signature

Print Name

Owner

STATE OF _____ }
COUNTY OF _____ }

PERSONALLY APPEARED before me, the undersigned authority, who executed the foregoing instrument and ☐ is personally known by me or ☐ who has produced a as identification, and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this
_____ day of _____, 2015.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

[Signatures Continue Next Page]

City of Orlando

By: _____
Mayor

ATTEST:

Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY for
the use and reliance of the City of Orlando, Florida,
only.

_____, 2015

Assistant City Attorney
Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,
_____ and Alana C. Brenner, well known to me and known by
me to be Mayor _____ and City Clerk, respectively, of the City of Orlando, Florida, and
acknowledged before me that they executed the foregoing instrument on behalf of the City of
Orlando as its true act and deed, and that they were duly authorized to do so.

WITNESS MY hand and official seal this ____ day of _____, 2015.

Notary Public - State of Florida at Large
Print Name: _____
My commission expires:

Downtown South Neighborhood Improvement District

By: _____
Chairman

ATTEST:

Alana C. Brenner, City Clerk

APPROVED AS TO FORM AND LEGALITY for
the use and reliance of the City of Orlando, Florida,
only.

_____, 2015

Assistant City Attorney
Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, the undersigned authority,
_____ and Alana C. Brenner, well known to me and known by
me to be Mayor _____ and City Clerk, respectively, of the City of Orlando, Florida, and
acknowledged before me that they executed the foregoing instrument on behalf of the City of
Orlando as its true act and deed, and that they were duly authorized to do so.

WITNESS MY hand and official seal this ____ day of _____, 2015.

Notary Public - State of Florida at Large
Print Name: _____
My commission expires: