



City Commission Special Meeting

Agenda

August 11, 2022 @ 1:00 pm

City Hall - Commission Chambers
401 S. Park Avenue

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/bpm and include virtual meeting instructions.

assistance & appeals

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

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed 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).

please note

Times are projected and subject to change.

-
1. **Call to Order**
 2. **Action Item**
 - a. [Review of old library building reuse proposal.](#) 120 minutes
 3. **Adjournment**



City Commission agenda item

item type Action Item	meeting date August 11, 2022
prepared by Randy Knight	approved by Randy Knight
board approval Completed	
strategic objective	

subject

Review of old library building reuse proposal.

motion / recommendation

Provide guidance on the terms and authorize staff to negotiate a contract with Harbert Realty Services.

background

The City issued RFP 18-22 seeking proposals for the reuse of the old library building located at 460 E. New England Avenue. The RFP was based upon the parameters set by the City Commission. Those parameters included that the respondents must agree to a land lease (not a sale), must reuse the existing structure and the use must be compatible with the surrounding residential neighborhood.

On June 16, 2022 the City received one proposal which met the conditions of the RFP. The selection committee, made up of Peter Moore, John Harbilas and Randy Knight reviewed the proposal and found it to be in substantial compliance with the terms of the RFP. The committee voted to advance the proposal to the Commission for consideration.

The proposal is from Harbert Realty Services. The proposal (attached) includes the following terms:

- * Harbert will enter into a long-term master lease for the property and provide 100% of the capital to reimagine the building.
- * Harbert states that it has already signed a nationally branded tenant for the entire top two floors with a company that provides shared workspaces, meeting and training rooms, huddle rooms and a variety of private as well as open seating office space.
- * The ground floor is proposed to be a host of wellness related companies that may included nutrition, exercise, rehabilitation and an overall wellness and health delivery of services.
- * The ground floor would also include a healthy café.
- * Harbert anticipates investing approximately \$10.5 million in improvements to the

building.

* Harbert has proposed a 60 year term during which they would pay \$250,000 per year with a 10% rent escalation every 5 years. They have proposed four 10-year renewal options.

During the oral interviews with Harbert and their team, they expressed a willingness to negotiate a shorter term than the 60 years, perhaps as short as 30 years with renewals.

Overall, the selection committee feels this is a good proposal meeting the restrictive requirements placed in the RFP by the City. As we have always known, parking is limited on this site and does not meet code requirements for most uses of the 30,000+ square foot existing building. Harbert has indicated that they can slightly increase the onsite parking and will provide cross parking agreements with neighboring properties to help offset the additional needs. As proposed, their parking needs will be primarily Monday - Friday during the daytime hours and the neighbors' needs are more nights and weekends. With that said, there may need to be a variance granted to allow the cross parking agreements to be counted toward code.

Staff recommends the Commission provide any proposed modifications to the terms and authorize staff to negotiate a contract with Harbert that would come back to the Commission for final approval.

There were many parties that showed interest in the facility but the two big limiting factors that kept others from proposing was our unwillingness to sell the property and the requirement to reuse the existing building. If this proposal is not accepted by the Commission, it will likely take a change to at least one of those two conditions to get more interest.

alternatives / other considerations

The Commission could reject this proposal and revise the parameters of the RFP as stated above.

If the Commission wishes to increase the financial return on the property, the highest and best use (from an appraisal standpoint) would be to allow multi-family residential. The property is currently zoned R-4.

fiscal impact

The proposal provides an annual cash flow of \$250,000 (plus escalation every five years) to the City plus puts the property on the tax rolls. In addition there will be the positive economic benefit of the uses in the building. If the property remains vacant it will continue to be a drain on financial resources.

ATTACHMENTS:

[460 E New England Ave RFP.pdf](#)

ATTACHMENTS:

[RFP18-22_Specification.pdf](#)

ATTACHMENTS:

[RFP18-22_Exhibit A.pdf](#)

ATTACHMENTS:

[RFP18-22_Exhibit B.pdf](#)

ATTACHMENTS:

[RFP18-22_Exhibit C.pdf](#)

ATTACHMENTS:

[RFP18-22_Exhibit D.pdf](#)



REQUEST FOR PROPOSAL - RFP18-22

Lease & Reimagine City-Owned Building and Property at
460 E. New England Avenue
June 16th, 2022



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RFP18-22

**ATTN: Procurement Division City Hall West Wing
401 South Park Avenue
Winter Park, Florida 32789**

June 16, 2022

To the City of Winter Park:

It is with great pleasure that we submit our proposal to the city of Winter Park for the former Library building located at 460 E New England, Winter Park, Florida 32789. Much time, energy and thought has gone into this proposal package by the Harbert Realty Services team to provide the city and surrounding community with the redevelopment of this iconic city-owned asset. This redevelopment will allow this property to be repositioned & activated for its highest & best use as well as compliment to the micro submarket known as downtown Winter Park. Harbert Realty Services will enter a long-term master lease for this property and will provide 100% capital to reimagine this building and the variety of new uses proposed within our package. Harbert is a boutique commercial real estate company that is extremely strong and very well capitalized. Based in Birmingham Alabama – Harbert has operated throughout the southeastern United States and specifically Florida since the 1950's. Harbert is deeply rooted in Winter Park with an office on Park Avenue and is the exclusive advisor to Rollins College and 100% of the Rollins owned commercial property in downtown Winter Park. Harbert is extremely active in the Winter Park commercial real estate market and understands the demand for a variety of uses that are contemplated for the 460 E New England asset. It is with this deep understanding of the downtown Winter Park market that Harbert is proposing the highest & best uses for this asset.

The proposal included within this bid package outlines, in detail, the uses contemplated for this asset. Harbert has already signed a nationally branded tenant for the entire top two floors of the building. This tenant will provide shared workspaces, meeting & training rooms, huddle rooms and a host and variety of private as well as open seating office space. This building will act as an incubator to some of the space users but will also act as an established location that will allow for collaboration, exchange of ideas and a location for gathering and thought exchange. The ground floor will be a host of wellness related companies that will include nutrition, exercise, rehabilitation and an overall wellness & health delivery of services.

The Harbert team includes Brasfield & Gorrie and Hunton Brady. Harbert will be the lead reimagining and redevelopment company & owner. Harbert will rely on Hunton Brady for all aspects of design & drawings as well as Brasfield & Gorrie for estimations, value engineering and construction. Our team is extremely excited about this opportunity and look forward to advancing to the live presentations. The depth of knowledge, experience and history we have as a team is unparalleled. Thank you for your time and consideration.



Damien Madsen
Senior VP and Managing Director

The Authorized Team Representative
and main point of contact is as follows:

Damien Madsen
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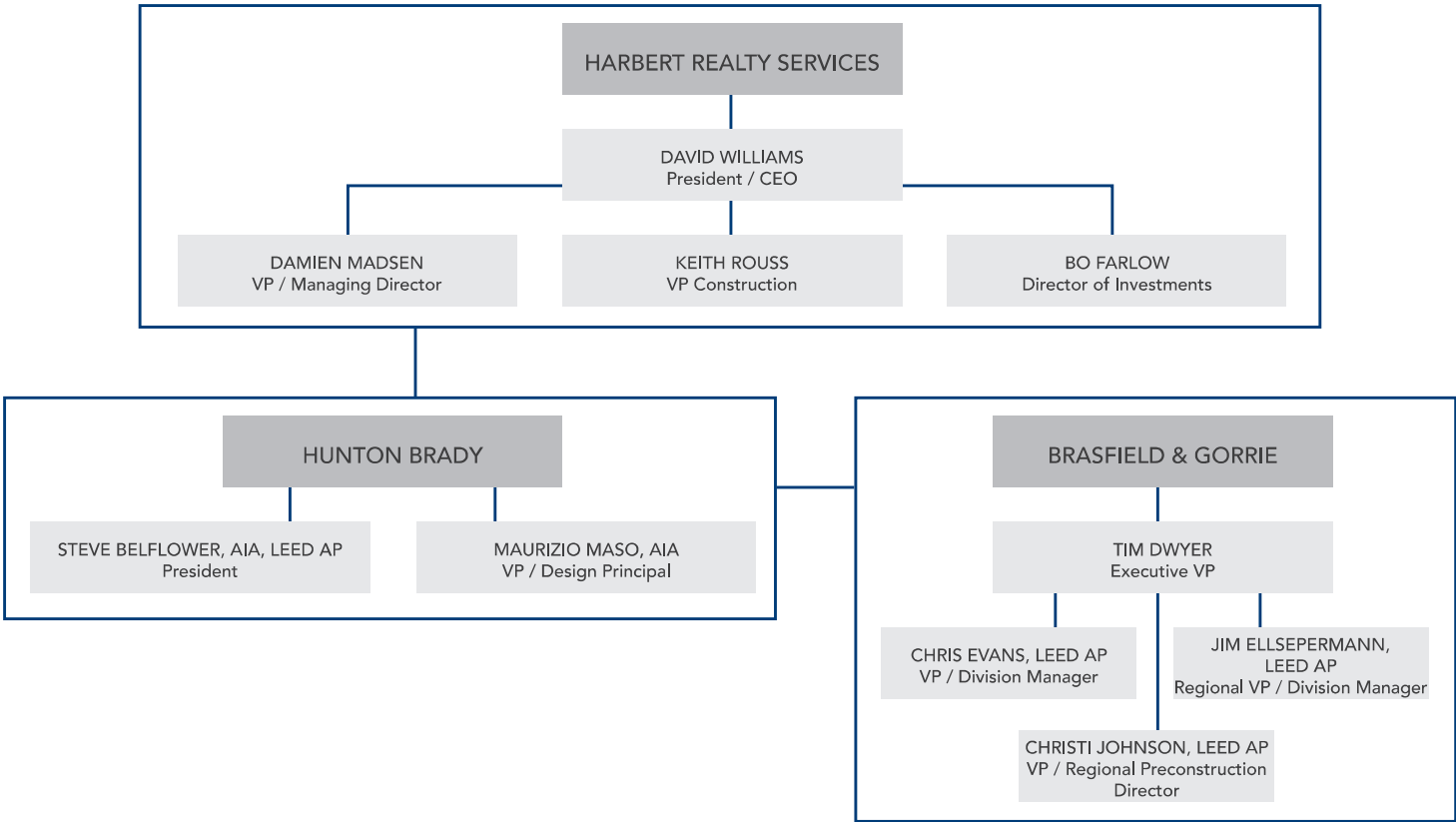
II. ORGANIZATION & PERSONNEL EXPERIENCE

TEAM STRUCTURE

DEVELOPER	Harbert Realty Services
GENERAL CONTRACTOR	Brasfield & Gorrie
ARCHITECT	Hunton Brady Architects



OWNERSHIP CHART BELOW. PLEASE REFER TO INDIVIDUAL TEAM MEMBER BIOS FOR FURTHER DETAIL.



KEY CONTACT



The Authorized Team Representative and main point of contact is as follows:

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NAMES, ADDRESSES, TELEPHONE NUMBERS, AND E-MAIL ADDRESSES OF ALL KEY TEAM MEMBERS.

DEVELOPER

HARBERT REALTY SERVICES

David R. Williams

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ARCHITECT

HUNTON BRADY

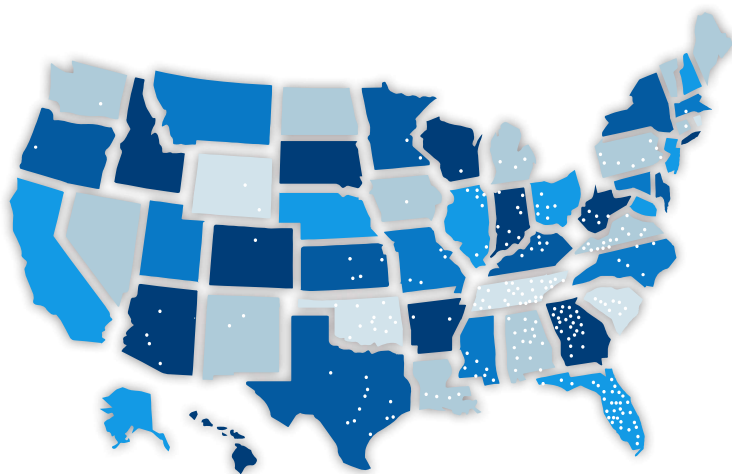
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HARBERT REALTY SERVICES



HRS is one of the largest privately held, full service commercial real estate firms in the Southeast. HRS was founded with a main focus on bringing value to our customers and clients. For over 40 years, we have built a business around this focus and have strived to achieve this in every transaction we encounter.

TRANSACTION & MARKET EXPERIENCE

As a majority owned subsidiary of Harbert Management Corporation, we have the strength and flexibility afforded by our parent company's approximately \$7.7 billion in committed capital and regulatory assets under management, with eleven office locations, including U.S. and international offices. Our mix of experience, resources and reach allows us to offer clients a comprehensive array of customized services in the commercial real estate industry.



TRANSACTION SERVICES

We have the expertise, team and process to implement a comprehensive and client centric platform of Transaction Services for both leased and owned facilities by Clear Channel Outdoor. This would include new lease transactions, lease renewals, lease expansions, amendments, terminations, sublease, buy-outs and property acquisitions/dispositions.



ASSET/PROPERTY MANAGEMENT

We have represented, managed or leased more than 10 million square feet of office, retail and industrial space for owners located across the United States.



DEVELOPMENT

We develop properties for our own account, which means our interest in each project's profitability is personal.



LEASE ADMINISTRATION

We can provide a secure centralized repository for all your lease and supporting data with easily accessible programs and systems, leading to enhanced portfolio insight, reduced operating costs and vastly improved data integrity.



INVESTMENT SALES

We provide consulting, execution and investment management services to clients engaged in buying, selling, building, financing or investing in commercial real estate.

FAMILY OF COMPANIES





Education

Bachelor's Degree in Finance
from the University of Central
Florida

DAMIEN MADSEN

Senior Vice President and Managing Director

Mr. Madsen is a prominent local commercial real estate broker and has extensive experience and knowledge in office leasing, investment sales and general real estate services. He is returning to Harbert as Senior Vice President and Managing Director after nearly two decades away and brings a wide-ranging network of owners, tenants, and market participants with him to help drive Harbert's growth and brand awareness in Central Florida. Mr. Madsen has completed nearly 6 million SF of transaction volume valued at \$1.5 billion over his career.

Prior to joining Harbert, Mr. Madsen served as Senior Vice President, Office Brokerage for Lincoln Property Company. Mr. Madsen started his career in 1990 with Harbert as Director of Leasing and moved through a series of progressively responsible commercial real estate roles during the 1990s.



Education

Bachelor of Arts in Architecture,
University of Michigan

Master of Real Estate Finance,
Georgia State University

DAVID R WILLIAMS

President / CEO

Mr. Williams joined HRS in 1998 as Vice President/National Accounts Manager. He was promoted to Executive Vice President and Managing Director of Corporate Services in 2000. In November 2005, Mr. Williams was promoted to Executive Vice President and Chief Operating Officer. Mr. Williams was promoted to President and Chief Executive Officer of HRS effective January 1, 2016.

Before joining Harbert Realty Services, Inc., Mr. Williams was with Ford Motor Land where he had finance and management responsibilities for Ford's global corporate and investment real estate portfolio. Prior, Mr. Williams was with Arthur Anderson – the world's largest accounting and consulting firm specializing in operational and strategic consulting to the capital markets, public and private real estate owners and investors.



Education

Degree in Finance and Investor
Management, University of
Alabama

BO FARLOW

Director of Investments

Mr. Farlow joined Harbert Realty Services in 2017, as Director of Investments. Mr. Farlow oversees the underwriting, equity, debt and asset management of firm owned assets. To date, Mr. Farlow has led firm investments in retail, multifamily and office investments including both ground up developments and acquisitions.

Prior to joining the Harbert Team, Mr. Farlow started his career in fixed income finance before transitioning to multifamily brokerage.



Education

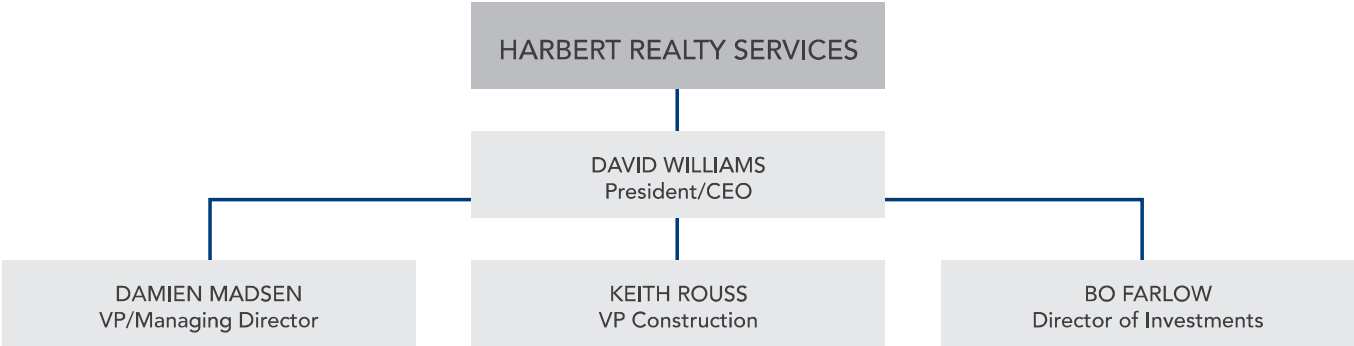
Bachelor of Science in Building Science, Auburn university

KEITH ROUSS
Vice President Construction

Mr. Rouss joined Harbert Realty Services in 2005, to lead and direct the Construction Services Group. Since joining HRS, Mr. Rouss has overseen the construction of many projects for HRS and numerous clients in several different locations throughout the Southeast. These projects include site entitlement only, site development only, renovations/additions, new retail and office construction, and office tenant improvements.

Before joining the Harbert team, Mr. Rouss served in a similar capacity with Equity Resources, a Birmingham based Real Estate Developer. During this time, Mr. Rouss was responsible for several large-scale development projects in Alabama and Florida. In addition to his development background, Mr. Rouss also brings experience in commercial construction project management, having served as Project Manager and Senior Project Manager for two Southeast regional general contractors. Mr. Rouss brings years of hands-on expertise in all types and sizes of construction, from “Ground Up” high-rises to Interior Renovation projects.

HARBERT REALTY SERVICES TEAM ORGANIZATION



Harbert Realty Relevant Experience



**St Vincent's Trussville MOB
ASCENSION HEALTH**

LOCATION: 7201 Happy Hollow Rd
Trussville, AL 35173

DELIVER YEAR: 2017

TOTAL COST: \$12 Million

SIZE: 30,000 sq/ft.

Description

The facility is a multi-purpose medical clinic including outpatient services, primary care, after hours/urgent care, wellness services and physical therapy. Several physician practices located their offices at the new facility including Andrews Sports Medicine and Orthopaedic.

Team Involvement

David Williams
Developer

Keith Rouss
Construction / Development Management

Harbert Realty Relevant Experience



Historic Federal Reserve HARBERT REALTY SERVICES/ CAPSTONE INVESTMENTS JV

LOCATION: 1801 5th Avenue N
Birmingham, AL 35203

DELIVER YEAR: 2018

TOTAL COST: \$25 million

SIZE: 85,000 SF



Description

Historic Federal Reserve is an 85,000 SF historic office redevelopment in the heart of Birmingham's CBD. The building was formerly home to the Federal Reserve Bank branch, which vacated the building in 2000. The historic property underwent a complete renovation in 2018 and is now home to a variety of office tenants including Graham, Hand Arendall and Robertson Bank.

Team Involvement

David Williams
Developer

Keith Rouss
Construction Management / Development



Red Mountain Theatre Campus
RED MOUNTAIN THEATRE

LOCATION: 1600 3rd Ave South
Birmingham, AL 35233

DELIVER YEAR: 2021

TOTAL COST: \$25 Million

SIZE: 53,107 SF

Description

Red Mountain Theatre campus is the new home to Red Mountain Theatre Company. The campus will house a 10,000 square-foot Education Center, 100-seat Discovery Theatre and full-service bar, among other spaces to bolster local productions. LIVE Design Group was the architect. Brasfield & Gorrie was the general contractor. The project allowed the nonprofit to house all its operations under one roof as it looks to increase efficiency and effectiveness in its mission to engage the community through art.

Team Involvement

David Williams
Developer

Keith Rouss
Construction Management / Development

Harbert Realty Relevant Experience



Artisan Flats **FIFTH SOUTH PARTNERS LLC**

LOCATION: 2722 5th Ave. South
Birmingham, AL 35203

DELIVER YEAR: 2023

TOTAL COST: \$25 million

SIZE: 89,218 SF

Description

Harbert Realty Services is the developer on the premier, 120-unit multifamily development – Artisan Flats – in the Birmingham, AL. Artisan Flats will be a Class-A community located in the Lakeview District, one of Downtown Birmingham’s most vibrant and sought-after neighborhoods. The project will feature top of the market unit finishes and community amenities.

The development will be located at 2722 5th Avenue South, ideally situated within short walking distance to both Lakeview and Pepper Place. The project will begin construction November 2021 with the deconstruction of the existing buildings. A portion of the materials will be repurposed within the new development. The Artisan Flats will feature state of the art amenities including an elevated resort style pool, outdoor grilling stations and fire pits, high-tech package room, luxury pet spa, scenic roof terrace, controlled access, 24/7 fitness center with private studio, managed WiFi throughout with 1 GB internet, and covered parking.

The 120 units will feature luxury finishes including stainless steel appliances, quartz countertops, kitchen islands, smart home technology, wood plank vinyl floors, large walk-in closets and private patios/balconies.

Team Involvement

David Williams
Developer

Keith Rouss
Construction Management / Development

Harbert Realty Relevant Experience



Parkside on Dolly Ridge **DOLLY RIDGE HOLDINGS, LLC**

LOCATION: 4317 Dolly Ridge Road
Birmingham, AL 35242

DELIVER YEAR: 2022

TOTAL COST: \$6.2 million

SIZE: 15,205 SF

Description

Parkside on Dolly Ridge is a two-story retail/medical development located in the Cahaba Heights neighborhood of Vestavia Hills, a highly sought after submarket in the Birmingham Metro. Grandview Medical and Biscuit Love are already signed as tenants.

The development is located in the heart of Cahaba Heights along Dolly Ridge Road. The site benefits from high traffic counts and high visibility.

Team Involvement

Keith Rouss

Construction Management / Development

Harbert Realty Relevant Experience



One721 Office Building **HARBERT REALTY**

LOCATION: 1721 3rd Ave North
Birmingham, AL 35203

DELIVER YEAR: 2019

TOTAL COST: \$3.4 million

SIZE: 14,000 SF

Description

One721 is a historic office building redevelopment located in the Theatre district of downtown Birmingham. Built in 1911, the ±14,000 square foot building was originally the Seals piano store, has been completely renovated with modern finishes and a unique design. Alabama Futures Fund– a seed-stage venture capital fund focused on supporting and growing entrepreneurial activity and economic development in Alabama– occupies space on the second floor.

The historic qualities of One721 include brick and beam design. Features such as hardwood floors, beadboard ceilings, dramatic ceiling heights, and second floor skylights have been retained and restored. The property also features a new vaulted lobby and all new building systems.

Team Involvement

David Williams
Developer

Keith Rouss
Construction Management / Development

BRASFIELD AND GORRIE

Winter Park Library and Event Center
Winter Park, Florida



\$11 billion

IN SUCCESSFULLY
COMPLETED COMMERCIAL
PROJECTS



98%

OF COMMERCIAL
CLIENTS SAID WE MET
OR EXCEEDED THEIR
EXPECTATIONS



Commercial

PROJECT TYPES



CLUBHOUSES



INTERIORS AND TENANT WORK



OFFICES



PARKING



RELIGIOUS



RETAIL

Our rich history in the commercial market dates back to our beginning in 1964. Since then, we've supported our clients in growing, changing, and evolving—just as we ourselves have evolved. We've transformed city skylines and built world-class corporate headquarters, all while building our own business.

Every step of the way, we've worked hand in hand with our clients to help them succeed. Why? Because we get it: We know what it means to take this journey. Helping clients renew communities with religious and retail projects and providing solutions for tenant improvements and parking facilities—that's just a snapshot of our diverse commercial work.

How do we know we can help you grow? From our roots as a commercial general contractor, Brasfield & Gorrie has grown into a recognized leader in commercial construction.



TIM DWYER

EXECUTIVE VICE PRESIDENT

Although Tim earned a degree in civil engineering, he knew he wouldn't be a typical engineer. Having grown up working several construction-related jobs, he valued the sense of accomplishment he had felt at the end of each day and knew that construction was his calling. He is passionate about making sure our employees and jobsites are safe, and he loves seeing Brasfield & Gorrie buildings throughout the country and takes pride in the part our team played in those facilities. Tim excels at understanding how the various elements of a project must come together for optimal value and efficiency—from how the numbers relate to the bottom line for our clients to determining how to build projects better while maintaining their budgets. With a competitive nature, he views each project as if it were his own, considering everything from the efficiency of the design to how the money is being spent. He is known for his intelligence and his positive personality.

Tim is responsible for building business and maintaining strong relationships with our clients. He works with the executive team to develop our corporate strategy for growth. Tim focuses on establishing long-term partnerships that allow us to serve our clients as a trusted resource when they plan for new projects and as their contractor when they are ready to build.

SELECTED EXPERIENCE

Heritage Park Office Building, Winter Park, FL — \$10.4 million

Three-story, 88,400 sq ft office building constructed of cast-in-place concrete with post-tensioned beams

Brasfield & Gorrie Heritage Park Build-Out, Winter Park, FL — \$2.2 million

Two-floor, 39,000 sq ft build-out for a new Brasfield & Gorrie office building in Winter Park, Florida

Alfond Inn at Rollins College, Winter Park, FL — \$25.3 million

Five-story, 112,797 sq ft hotel with 112 rooms, a restaurant, ballrooms, meeting rooms, a bar, and an elevated pool deck; located adjacent to the Rollins College campus

Rollins College - Mills Memorial Hall, Winter Park, FL — \$14 million

40,000 sq ft student housing and educational facility

AdventHealth Winter Park Rehab Hospital, Winter Park, FL — \$15.4 million

Two-story, 60,000 sq ft build-out of rehabilitation hospital; both the fourth and fifth floors feature a therapy gym, dining, activity, and common areas, plus 27 beds on each floor for a total of 54 beds

Rollins College Bush Science Center, Winter Park, FL — \$24.2 million

84,615 sq ft renovation to an existing science building and a three-story, 18,965 sq ft addition

The Julian, Orlando, FL — \$78 million

14-story, 381,000 sq ft multifamily development with 409 units, and a 10-level, 234,000 sq ft parking garage

Lake Nona Performance Club, Orlando, FL — \$31.6 million

Three-story, 130,000 sq ft mixed-use health and wellness facility

AdventHealth Winter Park - Site Beautification, Winter Park, FL — \$1.5 million

Two-acre site beautification including new landscaping/irrigation, site lighting, paving, and hardscape; relocation of an oxygen farm in preparation for beautification.



YEARS IN INDUSTRY: 36

YEARS WITH FIRM: 36

EDUCATION

Auburn University
B.S., Civil Engineering

TRAINING & CERTIFICATIONS

OSHA 30-Hour Construction
Certification

REFERENCES

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Jeff Eisenbarth
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AFFILIATIONS

Associated Builders &
Contractors

Boys & Girls Club of Florida

NAIOP

United Way

CHRIS EVANS, LEED AP

VICE PRESIDENT/DIVISION MANAGER

A math and science enthusiast, Chris started the University of Florida as an engineering major, but he quickly realized that he preferred the hands-on involvement and tangible results of construction to the abstract nature of design. After receiving his degree in construction management, he started work for Brasfield & Gorrie as an assistant project manager. Chris is drawn to attacking the new challenges that each project presents and enjoys the diverse group of people it takes to accomplish the common goal of completing a project. He particularly enjoys cultivating relationships with our clients and subcontractors and believes that following the Golden Rule of treating others as you would like to be treated has allowed us to build a strong and consistent team of subcontractors and to maintain positive working relationships with our clients.

As the Orlando office's Commercial division manager, Chris oversees all projects in the division from an executive level. With an extensive knowledge of construction, he optimizes value for our clients by ensuring that projects are appropriately staffed and have access to the resources they need to maximize quality and efficiency. Chris focuses on establishing long-term partnerships that allow us to serve our clients as a trusted resource when they plan for new projects and as their contractor when they are ready to build.

SELECTED EXPERIENCE

Winter Park Library Relocation, Winter Park, FL — \$34.7 million
55,500 sq ft new library and event center

Rawlins Hall at Rollins College, Winter Park, FL — \$14 million
40,000 sq ft student housing and educational facility

MetWest III Office Building, Tampa, FL — \$44.3 million
10-story, 263,000 sq ft core and shell high-rise office building with a 1,221-space expansion to the existing precast parking garage; seeking LEED certification

The Julian, Orlando, FL — \$78 million
14-story, 381,000 sq ft multifamily development with 409 units, and a 10-level, 234,000 sq ft parking garage

Leonard & Marjorie Williams Family YMCA, Orlando, FL — \$12.2 million
Two-story, 31,970 sq ft family wellness facility

EA Orlando, Orlando, FL — \$31 million
Five-story, 175,000 sq ft core and shell tilt-wall office building with a precast parking garage

**Second Harvest Food Bank Office Building and Warehouse
Orlando, FL — \$10.9 million**
Single-story, 101,000 sq ft warehouse that includes a 24,000 sq ft mezzanine office component and 5,200 sq ft of shell space

Village on the Green, Longwood, FL — \$40.8 million
14-acre senior living addition/expansion project; includes a 99,706 sq ft resident care building, with 36 assisted living apartments, 18 memory care suites, and 44 skilled nursing beds; a wellness center; and 20 independent living villas

Summit Consulting Inc., Lakeland, FL — \$37.3 million
Nine-story concrete-frame building consisting of a five-level, 162,000 sq ft parking deck topped with a four-story, 135,000 sq ft office building



YEARS IN INDUSTRY: 14

YEARS WITH FIRM: 14

EDUCATION

University of Florida
B.S., Building Construction

TRAINING & CERTIFICATIONS

OSHA 30-Hour Construction
Certification

LEED AP

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Associated Builders and
Contractors of Central Florida

United Way

U.S. Green Building Council

NAIOP

JIM ELLSPERMANN, LEED AP

REGIONAL VICE PRESIDENT/DIVISION MANAGER

BACKGROUND

From the time he was very young, Jim was interested in how things fit together. Always motivated by a challenge, he was driven to fix everything from bicycles to cars. He went to work for a commercial roofing company one summer during high school to prove to a relative that he could handle construction work. Later in high school and over summers throughout college, he worked for an uncle in residential construction. Jim likes that every project provides new opportunities and challenges. He believes that building a team before building a project is the first step to success and loves seeing the combined efforts of a group and the result of those efforts. A natural leader, Jim excels at ensuring that project teams are strong and that projects are successful for all team members.

Jim oversees the Orlando office's Commercial and Corporate Services divisions. He is responsible for securing the division's work and supporting its project teams from an executive level. Jim has several years of hands-on construction experience and knows his team members' strengths well. He uses this information to staff and provide appropriate resources to the division's projects, setting them up for success. Jim focuses on establishing long-term partnerships that allow us to serve our clients as a trusted resource when they plan for new projects and as their contractor when they are ready to build.

SELECTED EXPERIENCE

Winter Park Library Relocation, Winter Park, FL – \$34.7 million

55,500 sq ft new library and event center

Alfond Inn at Rollins College, Winter Park, FL – \$25.3 million

Five-story, 112,797 sq ft hotel with 112 rooms, a restaurant, ballrooms, meeting rooms, a bar, and an elevated pool deck; located adjacent to the Rollins College campus

329 Park Place, Winter Park, FL – \$10 million

Three-story, 50,000 sq ft office building with a five-level garage

Heritage Park Office Building, Winter Park, FL – \$10.4 million

Three-story, 88,400 sq ft office building constructed of cast-in-place concrete with post-tensioned beams

Rollins College Bush Science Center, Winter Park, FL – \$24.2 million

84,615 sq ft renovation to an existing Science Building and a three-story, 18,965 sq ft addition

MetWest III Office Building, Tampa, FL – \$44.3 million

10-story, 263,000 sq ft core and shell high-rise office building with a 1,221-space expansion to the existing precast parking garage; seeking LEED certification

Lockheed Martin Office Building, Orlando, FL – \$44.4 million

Six-story, 255,475 sq ft mid-rise office building oriented on a 16-acre site; design-build

AdventHealth Support Center, Altamonte Springs, FL – \$52 million

Five-story, 165,000 sq ft new office building

AdventHealth Solutions Center, Altamonte Springs, FL – \$46.2 million

Six-story, 200,000 sq ft office building with video conferencing studios, a cafeteria, and a 5,000 sq ft N+1 data center



YEARS IN INDUSTRY: 26

YEARS WITH FIRM: 26

EDUCATION

University Of Florida
B.S., Building Construction

ACCREDITATIONS AND TRAINING

OSHA 30-Hour Construction
Certification

LEED AP

REFERENCES

Steve Belflower
President
Hunton Brady Architects P.A.
407.839.0886
sbelflower@huntonbrady.com

AFFILIATIONS

Associated Builders and
Contractors of Central Florida

United Way

NAIOP

CHRISTI JOHNSON, LEED AP

VICE PRESIDENT/REGIONAL PRECONSTRUCTION DIRECTOR

BACKGROUND

Fascinated from childhood by how things go together, Christi found her love of construction through an interest in architecture. She was always intrigued by how buildings are put together, and she was motivated by the challenge of entering a career path atypical for women. A natural leader who works well with many different types of teams, Christi is passionate about starting with a napkin sketch of a project and working with the design team to create an accurate, best-value budget. She excels at finding innovative ways to build economically while maintaining quality. Christi's ultimate goal is to provide an optimal level of value for our clients.

As regional preconstruction director, Christi oversees all projects in the region from an executive level. With an extensive knowledge of construction, she optimizes value for our clients by ensuring that projects are appropriately staffed and have access to the resources they need to maximize quality and efficiency. Christi focuses on establishing long-term partnerships that allow us to serve our clients as a trusted resource when they plan for new projects and as their contractor when they are ready to build.

SELECTED EXPERIENCE

Winter Park Library Relocation, Winter Park, FL – \$34.7 million

55,500 sq ft new library and event center

Alfond Inn at Rollins College, Winter Park, FL – \$25.3 million

Five-story, 112,797 sq ft hotel with 112 rooms, a restaurant, ballrooms, meeting rooms, a bar, and an elevated pool deck; located adjacent to the Rollins College campus

Rollins College Bush Science Center, Winter Park, FL – \$24.2 million

84,615 sq ft renovation to an existing Science Building and a three-story, 18,965 sq ft addition

Brasfield & Gorrie Heritage Park Build-Out, Winter Park, FL – \$2.2 million

Two-floor, 39,000 sq ft build-out for the new Brasfield & Gorrie office building

Heritage Park Office Building, Winter Park, FL – \$10.4 million

Three-story, 88,400 sq ft office building constructed of cast-in-place concrete with post-tensioned beams

Interlachen Country Club Renovations & Additions, Winter Park, FL – \$7.5 million

28,500 sq ft demolition, addition, and renovation to the clubhouse, pool, and fitness center

AdventHealth Support Center, Altamonte Springs, FL – \$52 million

Five-story, 165,000 sq ft new office building

AdventHealth Solutions Center, Altamonte Springs, FL – \$46.2 million

Six-story, 200,000 sq ft office building with video conferencing studios, a cafeteria, and a 5,000 sq ft N+1 data center

500 TownPark Office Building, Lake Mary, FL – \$12.5 million

Four-story, 141,259 sq ft Class A office building in the TownPark development. The project is seeking LEED Silver certification



YEARS IN INDUSTRY: 20

YEARS WITH FIRM: 20

EDUCATION

University of Florida
B.S., Building Construction

ACCREDITATIONS AND TRAINING

LEED AP

OSHA 30-Hour Construction
Certification

REFERENCES

Craig Ustler
President
Ustler Development
407.841.3266
custler@ustler.net

Londa Brady
SVP Project & Development
Services
Jones Lang LaSalle
407.982.8550
londa.brady@am.jll.com

AFFILIATIONS

United Way

Associated Builders and
Contractors of Central Florida

U.S. Green Building Council



WINTER PARK EXPERIENCE



90

CONSTRUCTION PROJECTS



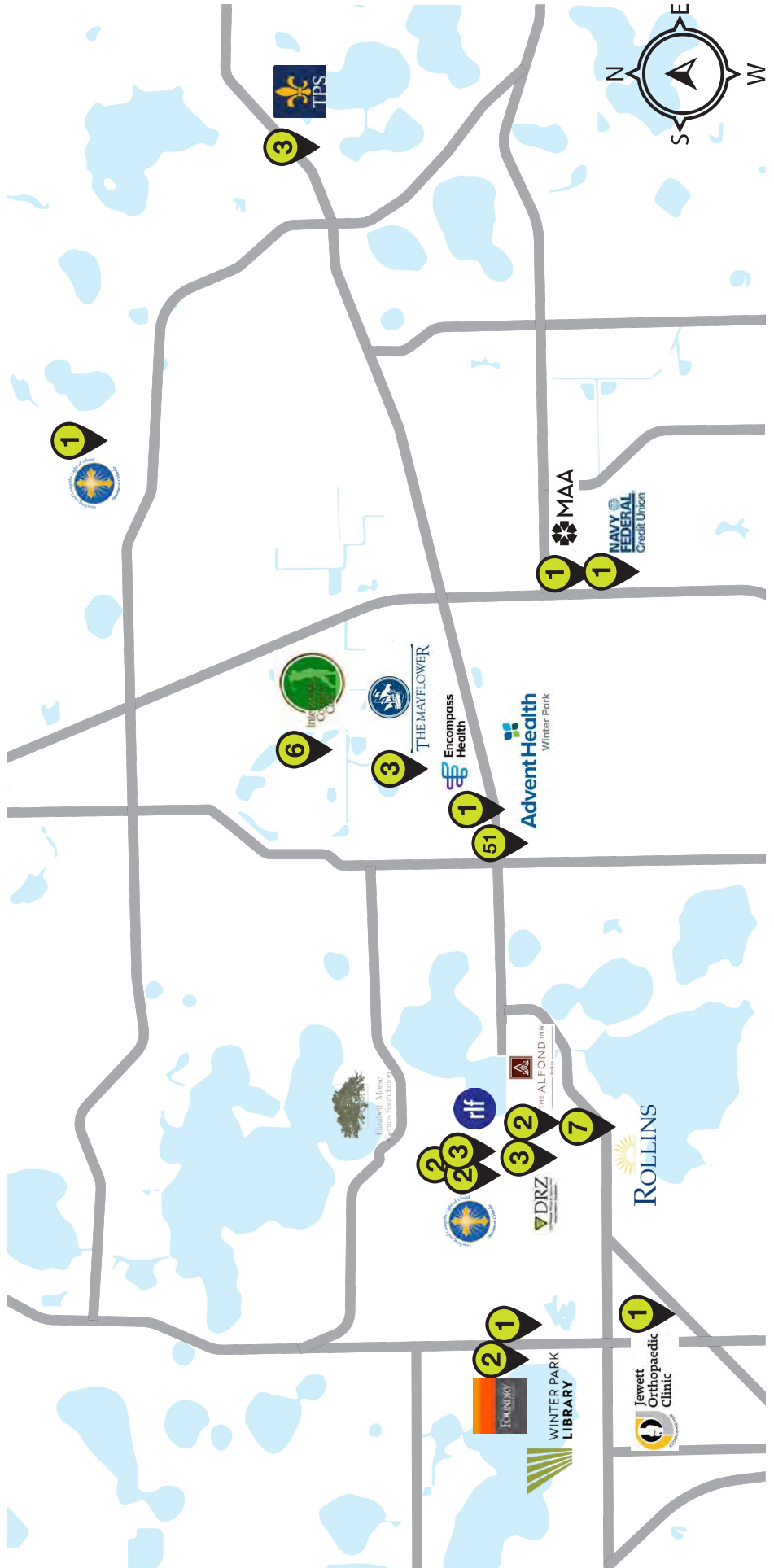
2.1 million

SQUARE FEET



\$482 million

IN CONSTRUCTION



Brasfield and Gorrie Relevant Experience



HERITAGE PARK OFFICE BUILDING WINTER PARK, FL

PROJECT DESCRIPTION

CNL Heritage Park is an 88,400 SF, three-story commercial office building located on the corner of Morse Boulevard and Denning Avenue in Winter Park. The structure is cast-in-place concrete with post tensioned beams. The exterior envelope is architectural precast panels by Gate Precast and Kawneer curtain wall systems by Kelly Glass. The main project features include the curtain wall rotunda located at the project street intersection as well as another curtain wall feature at the main lobby entrance from the project parking lot. Lobby features granite floors and walls with a curved porcelain tile wall cutting through the lobby. The project structure is comprised of conventional shallow foundations, cast in place concrete frame, lightweight concrete roof deck, architectural precast panels and glass curtainwall. The entry lobby includes granite flooring, architectural wood panel ceilings with coffered lights and a random pattern radius wall of porcelain tile.

PROJECT DATA

Start: August 2012
Completion: October 2013
\$10.4 million
88,248 sq ft

OWNER

Mark Meyer
Project Director
Foundry Commercial
407.466.0988
mark.meyer@foundrycommercial.com

ARCHITECT

Tommy Haygood
Project Manager
HuntonBrady Architects
407.839.0886
thaygood@huntonbrady.com

Brasfield and Gorrie Relevant Experience



WINTER PARK LIBRARY & EVENTS CENTER WINTER PARK, FL

PROJECT DESCRIPTION

Brasfield & Gorrie completed the 55,500 sq ft Winter Park Library relocation. The 2-story library also has a 2-story Event Center adjacent to the library, as well as a new parking lot.

The buildings were designed by renowned architect, Sir Adjaye, and is a concrete slab and steel structure. The skin is mostly curtainwall and architectural precast. There is an additional porte cochere structure that is designed to match the unique architecture of the other two buildings.

The building features multiple interactive youth and children's areas, with purposeful social zones and expansive book collections. What's more, an education and performance space with the capability to seat up to 120 people, houses a wide range of events such as speakers' series, live performances, films, and storytimes. The new Winter Park Events Center includes a grand ballroom which can fit 250 people seated at tables, or 316 seated theater-style. The second floor offers a rooftop meeting room for up to 49 guests, and a rooftop terrace with beautiful views and capacity for gatherings up to 129 guests.

PROJECT DATA

Start: March 2020
Completion: September 2021
\$34.7 million
55,500 sq ft

ARCHITECT

Maurizio Maso
Vice President
HuntonBrady Architects
407.839.0886
mmaso@huntonbrady.com

OWNER

Randy Knight
City Manager
City of Winter Park
407.599.3399
rkinght@cityofwinterpark.org

Designing Excellence

Established in Orlando, Florida in 1947, HBA is an award-winning architecture and interior design firm specializing in healthcare, commercial, education, and civic markets. For the past 75 years, HBA has stood on the principal of creating outstanding architectural design solutions that respond to the needs of our clients. We listen, learn, and work to build understanding so that our clients become engaged and collaborative partners in the design process.

Today, our buildings form a integral part of the landscape of Florida. We plan our approach to design with rigor and logic, while also integrating thoughtful and responsive features that convey life and purpose. Our talented and passionate designers seek to create meaningful environments and connections as people work, learn, and heal. At HBA, we emphasize originality in architecture, passion for design, and a close partnership for success.

Market Service Areas

Master Planning
Education
Healthcare
Commercial
Interior Design

Leadership

Steve Belflower, AIA, LEED AP
President

Maurizio Maso, AIA

Vice President, Principal

Paul Macheske, FAIA, FACHA

Vice President, Principal

Greg Braithwaite, AIA, ACHA

Vice President, Principal

Danny Gordon, AIA, LEED AP

Principal

Aurelio Posada, AIA, ACHA

Principal

Tom Wannen

Associate Principal

Locations

333 S. Garland Ave.
Suite 1100
Orlando, FL 32801
407.839.0886

400 North Ashley Drive
Suite 1015
Tampa, Florida 33602
407.839.0886

Size of Firm

Registered Architects	31
Revit Technicians	10
Graduate Architects	29
Interiors	6
Construction Administration	4
Administration/Operations	15
Total Staff	95



Principal in Charge



Steve Belflower, AIA, LEED AP

Mr. Belflower joined HuntonBrady Architects in 1994 and has managed commercial, education, and healthcare projects representing millions of square feet. His experience with developers has lead him to great opportunities for speculative and build-to-suit commercial office projects. Mr. Belflower is an active member of our community and serves on several Boards. He graduated from the University of Florida with masters degrees in both architecture and building construction.

Education

Master of Architecture,
University of Florida
Master of Building
Construction, University of
Florida
Bachelor of Architecture,
University of Florida

Registrations

Registered Architect, FL

Associations/Affiliations

American Institute of Architects
(AIA)
Young Architects Forum, Past
President and Committee
Member

Project Experience

Carrier-Center for Intelligent Buildings. Palm Beach Gardens, FL. Flexible office space, product showcase customer experience focus, food services, parking garage, central energy plant, LEED Platinum.

Truist Plaza at Church Street Station. Orlando, FL. 25-story mixed-use building with office, hotel, retail, SunRail station, and parking garage.

City of Doral, City Hall. Doral, FL. Administrative offices, meeting rooms, commercial kitchen.

NASA Central Campus Headquarters - Phase 1 & 2. Cape Canaveral, FL. Multi-story office tower.

Avaalex Technologies Headquarters. Gulf Breeze, FL.

Sea Harbor Office Building Renovation. Orlando, FL.

Lake Nona Gateway Office Building. Orlando, FL.

Maitland Preserve II Office Building. Maitland, FL.

Manulife Westwood Office Bldg. and Parking Garage. Orlando, FL.

Orange County Utilities Administration Building. Orlando, FL.

AdventHealth Fish Memorial – Medical Office Building. Orange City, FL.

Design Architect

Maurizio J. Maso, AIA

Mr. Maso has been with HuntonBrady Architects for almost 40 years. He sets the creative direction for the firm and leads design efforts. He is involved in every facet of the architectural design process, including programming, site studies, and master planning. Mr. Maso has received recognition for design excellence on numerous projects that have been undertaken by the firm. He is the recipient of the 2008 University of Florida Distinguished Alumnus Award and the 2012 Orlando AIA Medal of Honor. He has overseen the following projects as principal in charge:

Project Experience

City of Winter Park Library. Winter Park, FL. Commercial kitchen, large flex meeting space, computer/tech lab, conference rooms.

Carrier-Center for Intelligent Buildings. Palm Beach Gardens, FL. Flexible office space, product showcase customer experience focus, food services, parking garage, central energy plant, LEED Platinum.

Truist Plaza at Church Street Station. Orlando, FL. 25-story mixed-use building with office, hotel, retail, SunRail station, and parking garage.

Seminole State College Renovations of Buildings L and F, Sanford-Lake Mary Campus. Sanford, FL.

Orange County, Juvenile Justice Center Facility. Orlando, FL. Architectural design of judicial building.

Orlando Utilities Commission, Pershing Operations Center. Orlando, FL. Master plan, programming, architectural design of office/warehouse complex.

United States Postal Service Facilities. Branches in Rockledge, Sandlake, Placida, FL. Architectural design of post office locations.

University of Central Florida, College of Medicine. Orlando, FL. Classrooms, conference rooms, computer/tech labs.

Valencia College, Careers in Technology Building. Kissimmee, FL. Computer/tech labs, administrative offices, classrooms.



Education

Bachelor of Architecture,
University of Florida
Master of Architecture,
University of Florida

Registrations

Registered Architect, FL

Associations/Affiliations

American Institute of Architects
(AIA)

City of Winter Park Library



Location

Winter Park, FL

Completion Date

2021

Cost

\$37 Million

Size

50,500 SF

Program

Computer/tech lab
Educational spaces
Flexible collaborative spaces
Spaces for children of all ages
Large open event hall
Auditorium
Rooftop terrace
Administrative offices

Team

Our team designed this project Adjaye Associates. HuntonBrady Architects served as Architect of Record.

Hunton Brady Relevant Experience



Project Description

The design of the Winter Park Library consists of a micro-village of three pavilions, each of different scale and function but sharing a common formal language. Inspired both by local fauna and the region's vernacular architecture, arched canopies span the perimeter to provide shade and shadow on the exterior and, on the interior, form sweeping windows that allow natural light deep into the building. The pavilions respectively house the new library, event center, and welcome pavilion, resting on a raised belvedere that offers privileged, dramatic views onto the lake, increases connectivity to the park, and supports exterior community spaces that run between the three buildings.

Carrier-Center for Intelligent Buildings



Hunton Brady Relevant Experience



Project Description

HuntonBrady was commissioned to design a headquarters building for one of the largest providers of building technologies. Located in Palm Beach Gardens, Florida, the Center for Intelligent Buildings is a 224,000 SF innovation and technology experience center. It is a modern and connected workspace for about 500 employees, built to US. Green Building Council's Platinum Standards.

As a global headquarters for a leading provider of heating, ventilation, air conditioning and refrigeration, building controls and automation, fire, and security systems, the building consists of two five-story wings flanking a four-story atrium. Abundant natural light permeates through the atrium, which can be used as a collaborative space, pre-function space for the conference center, or as a main entry point for visitors. The atrium also serves as a main reference point from any area in the building. The program called for an 224,000 GSF, a parking structure for 600 cars, and a Central Energy Plant.

Location

Palm Beach Gardens, FL

Completion Date

\$93.5 SF

Size

224,000 SF

Cost

\$93 Million

Truist Plaza at Church Street Station



Hunton Brady Relevant Experience



Project Description

A gateway to downtown Orlando, this 28-story building houses a 180-room hotel on the top floors, 200,000 SF of office space, 10,000 SF of meeting space, and 7,500 SF of retail space. There is also a 10-story parking garage with a capacity for 586 cars. The building provides much needed office space for a growing tech community, as well as parking on nights and weekends for patrons of Downtown's bustling new arts scene spurred by the nearby Dr. Phillips Performing Arts Center.

A horizontal, carved-away element delineates the commercial office floors of the building from the hotel floors. An outdoor terrace and bar on the 18th floor is a sought-after gathering space for the public.

Location

Orlando, FL

Completion Date

2018

Size

217,000 SF

Cost

\$71 Million

Seminole State College Building L and F



Hunton Brady Relevant Experience



Project Description

Buildings L and F form the central campus quad on the Seminole State College, Sanford Lake Mary campus. The original 1969 precast panel clad structures, with open perimeter covered walkways, underwent a 21st Century renovation. The scope of work includes both floors of two-story Building F, the exterior plaza that connects the two perpendicularly arranged buildings, and the third floor of three-story Building L. HuntonBrady improved the image of the entire complex, as seen from the two adjoining courtyards.

- Building L (38,000 SF) – 22 general purpose classrooms, student lounge, student study/gathering spaces on third floor.
- Atrium (15,000 SF) – “Opened up” by removal of walls and addition of a roof-top cupola to let in light and promote air circulation. This covered exterior plaza serves as a link between the Buildings L and F and is utilized for student gathering space.
- Building F (16,000 SF) – 29 faculty offices, conference rooms, student waiting areas, second floor. Print shop and mail room/receiving, first floor.

Location

Sanford, FL

Completion Date

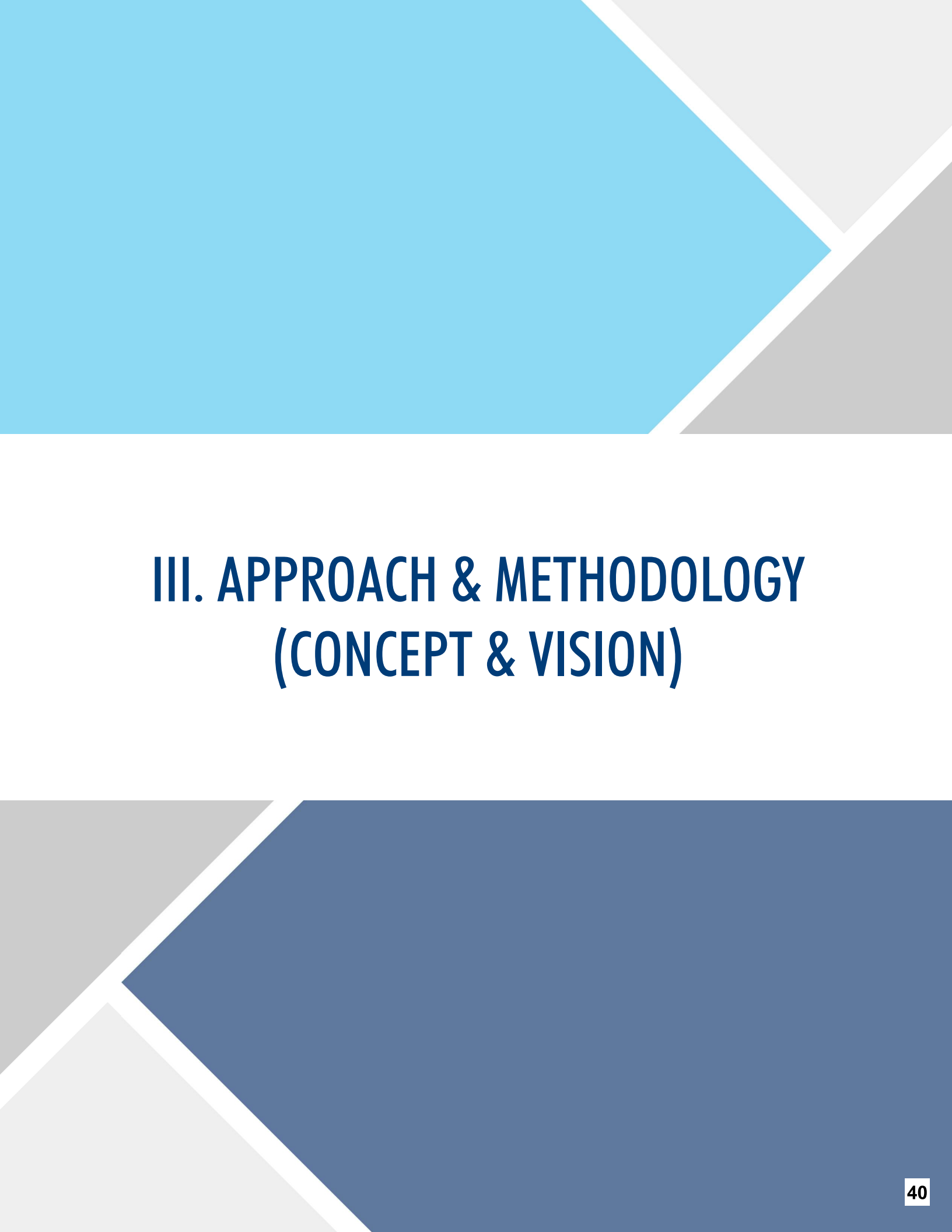
2019

Cost

\$6.8 Million

Size

59,500 SF



III. APPROACH & METHODOLOGY (CONCEPT & VISION)

Respondent Team (Harbert) proposes to thoughtfully re-purpose and transform the former Winter Park Library building and site to new, modernized contributory asset for the City of Winter Park through both:

-  **1** A significant improvement and rehabilitation design and program for the physical plant and site, and
-  **2** A use that contributes both to the adjacent commercial neighborhood and Rollins College while being sensitive to the surrounding residential neighborhood.





Building Vision

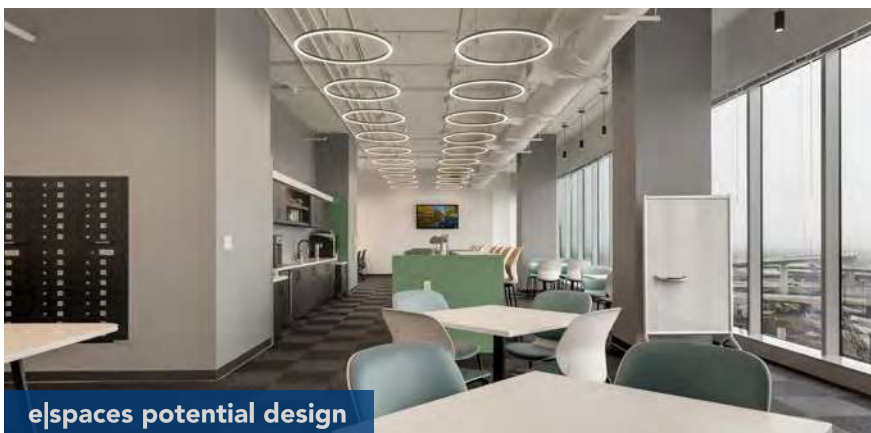
Building Interior - the interior of the building would be demolished and completely renovated with new and efficient building systems including but not limited to: new HVAC, elevator(s), stairs, rest rooms, lobby areas, LED lighting and life safety systems all ADA compliant. All interior spaces would be finished with Class A office and retail tenant improvements. Approximately \$320 psf (\$10,560,000,) of improvements would be made to the building.

Building Exterior - The exterior of the building would be modernized with all new wind load compliant windows and additional windows would be added in certain area to increase natural lighting. The building will be painted to match and compliment the architecture colors of the neighborhood and Winter Park. The site would be re-landscaped with ecological plantings that complement the neighborhood and to Central Florida ecosystem. Enhanced landscape and security lighting would be added.



Uses and Concepts

The second (2nd) and third (3rd) floors would be transformed to a modern and efficient co-working/incubator space for smaller local companies and individuals. These 2 floors would be leased to e|spaces and would provide a much needed flexible and affordable office space options to the Winter Park community. The first floor would be programed as a Health and Wellness space with a variety of users such as urgent care, a nutritionist, physician practitioners, health providers general wellness providers, a healthy café, all uses that would serve both the Winter Park and Rollins College communities.





HuntonBrady
ARCHITECTS

HUNTONBRADY ARCHITECTS

0' 25' 50'

EXISTING - SITE PLAN

WINTER PARK LIBRARY
OLD-LIBRARY RENOVATION



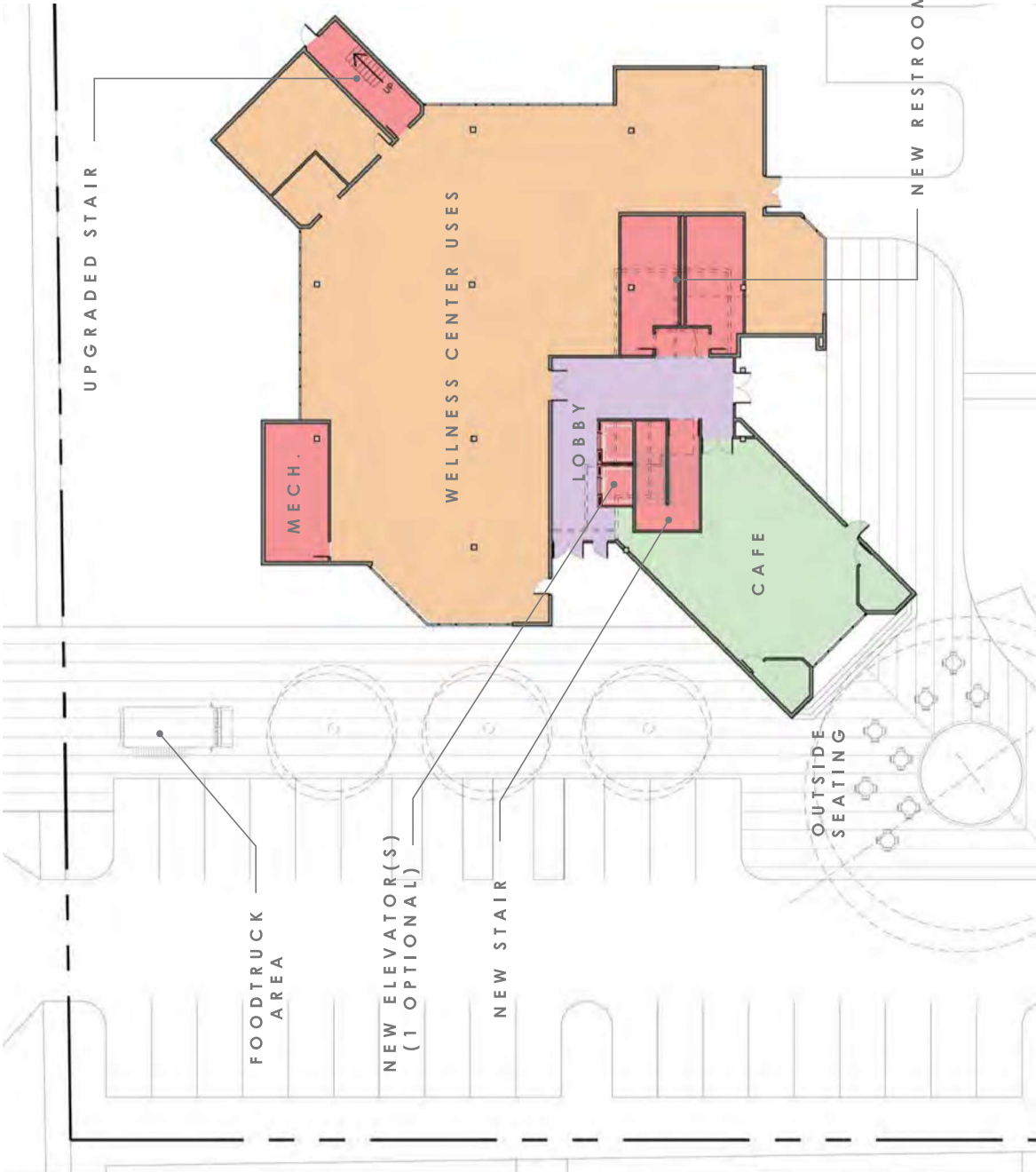
WINTER PARK LIBRARY
OLD-LIBRARY RENOVATION

PROPOSED - SITE PLAN

0' 25' 50'

HUNTONBRADY ARCHITECTS

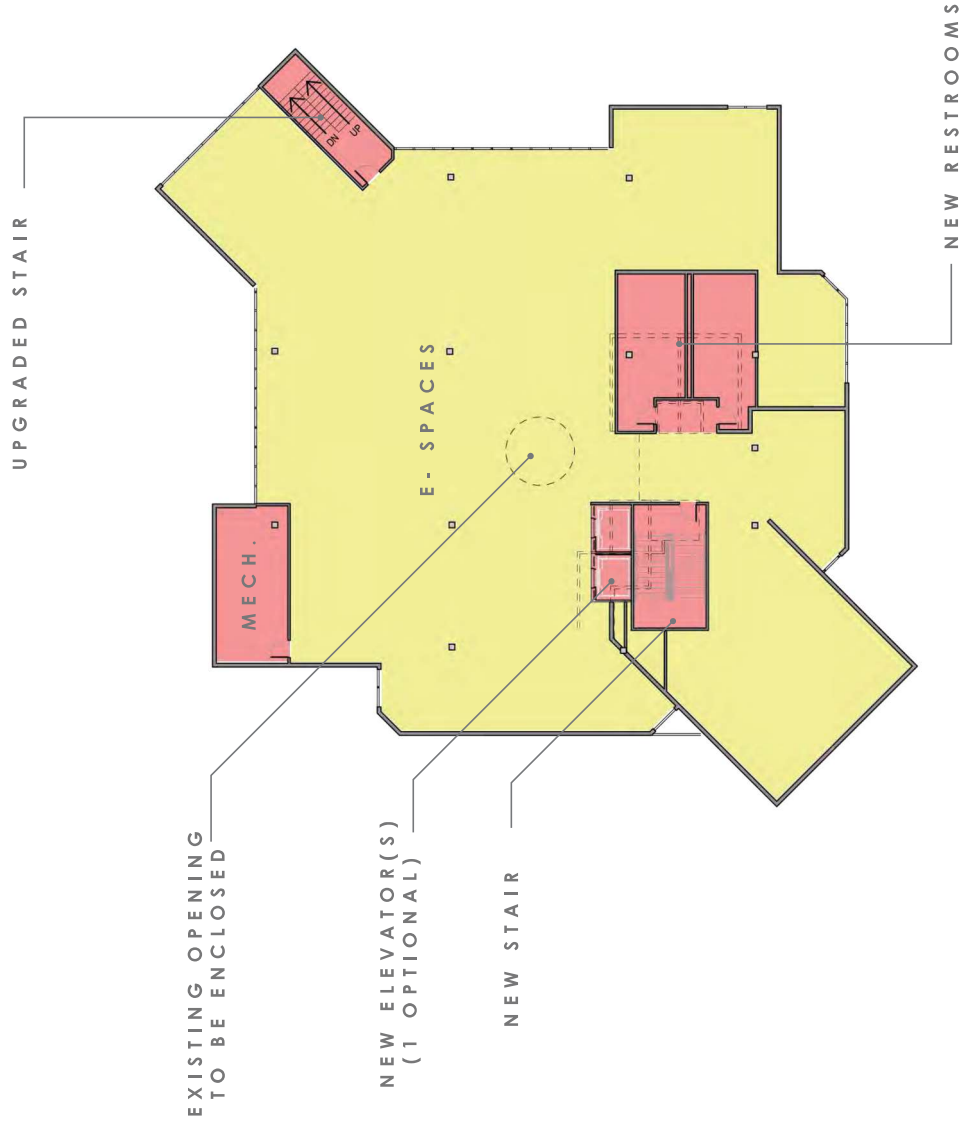
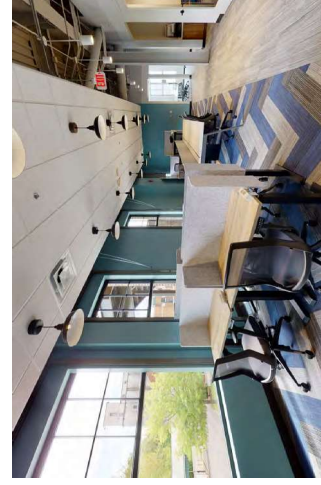
* Harbert has advanced conversations with Rollins College regarding a cross-parking arrangement with the Alford Inn.

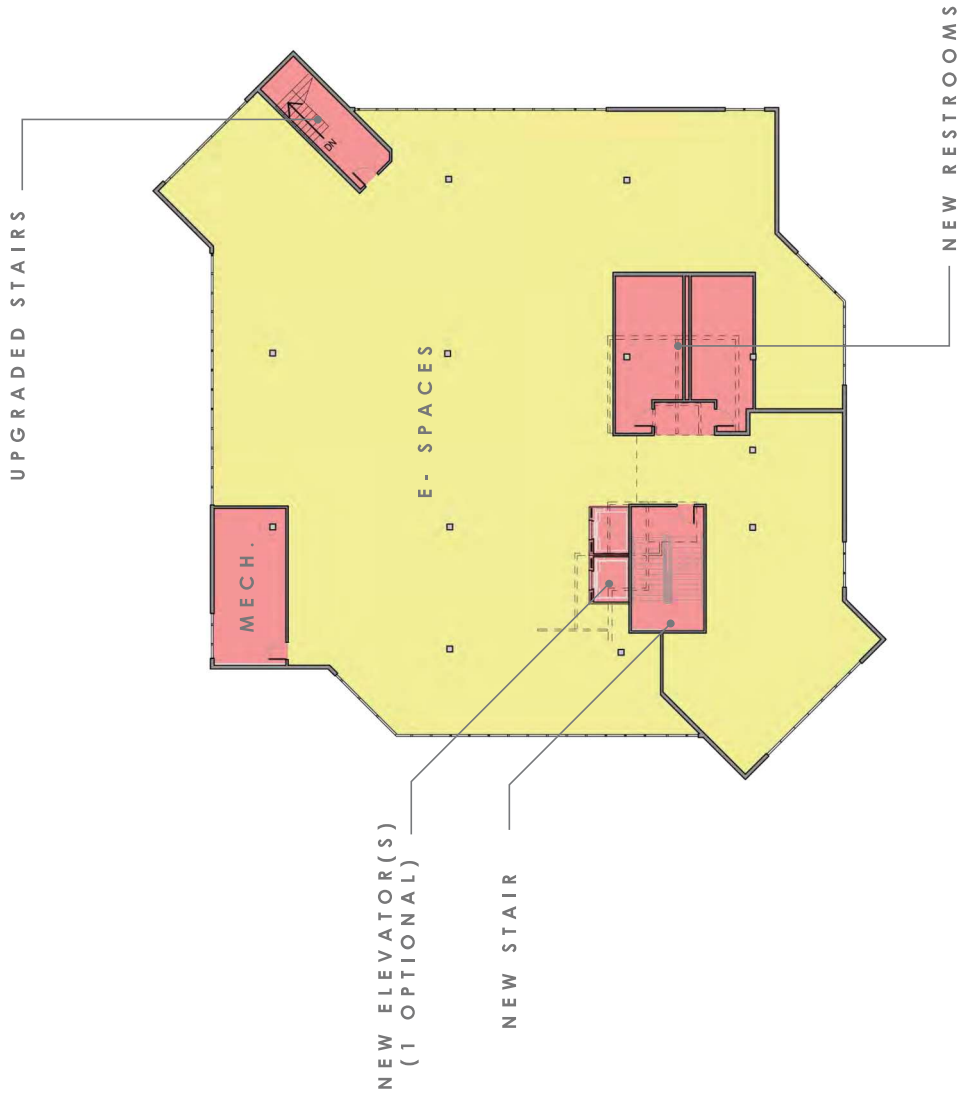


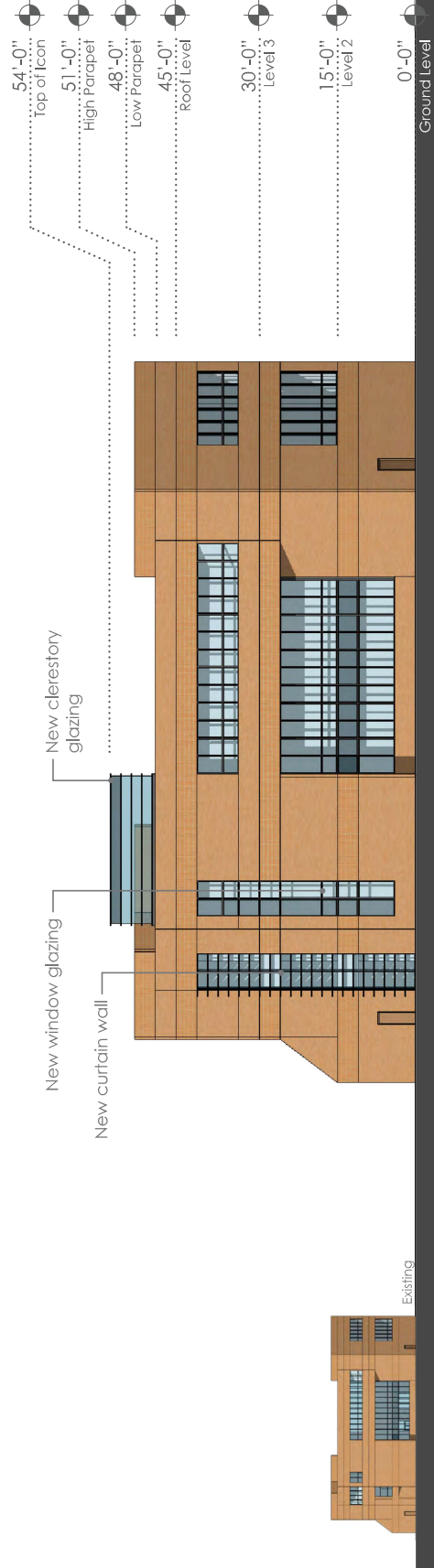
WINTER PARK LIBRARY
OLD-LIBRARY RENOVATION

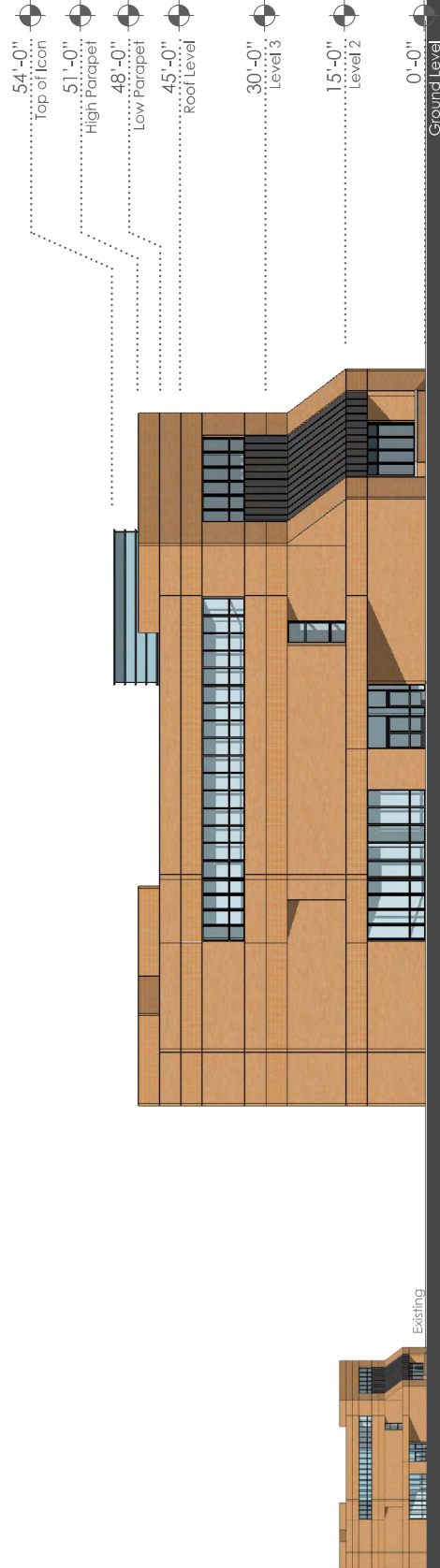
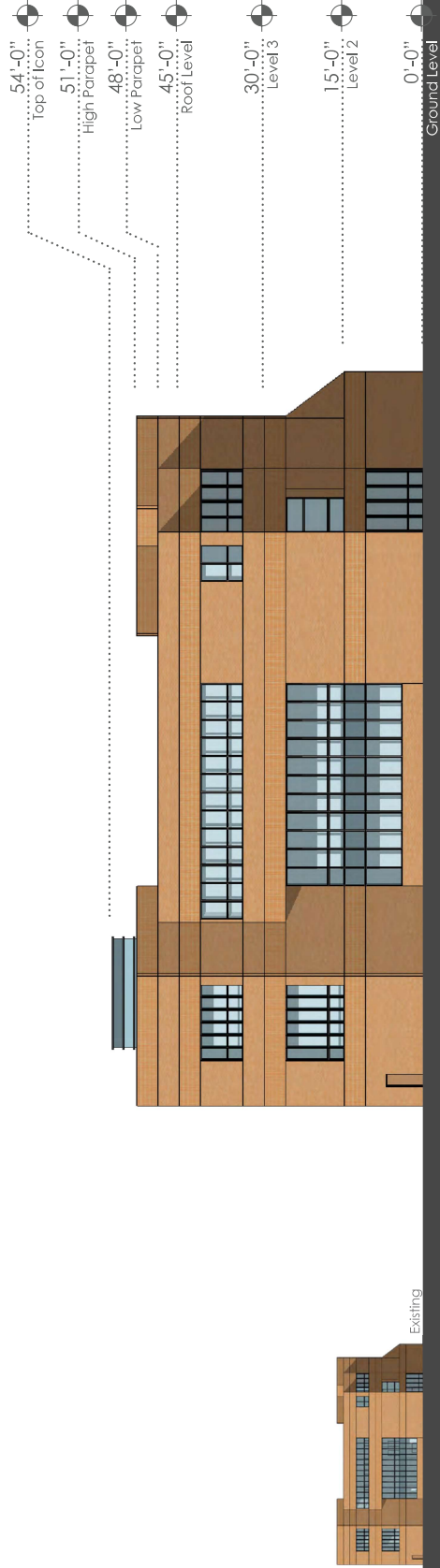
PROPOSED GROUND FLOOR

E - SPACES













HuntonBrady
ARCHITECTS

WINTER PARK LIBRARY
OLD-LIBRARY RENOVATION

PROPOSED

HUNTONBRADY ARCHITECTS
22.002.00
06.10.2021



IV. FINANCIAL CONSIDERATION

Harbert is proposing a NNN lease for the property with the following terms:



Premises - 33,000 gross square foot building including the 1.75 acre site in which it is located



Rate - \$250,000 per year (\$7.50 psf per gross building area)*



Term – 60-year initial term



Options – 4, 10-year options



Rent Escalation – 10% every 5 years



Lease Commencement - At lease execution



Rent Commencement - 360 days from lease execution



As-Is - Harbert to accept premises As-Is, not requiring the City to make the \$300,000 of improvements to building

*Rate is subject to a hard cost construction cap of \$225 psf (\$7,875,000) for core and shell improvements.



V. REQUIRED FORMS

City of Winter Park

401 S Park Ave, Winter Park, FL 32789
407-599-3237

BUSINESS CERTIFICATE

Business Name: Harbert Realty Services

Business Type(s): 531210 Offices of Real Estate Agents and Brokers

Business Location: 400 S PARK AVE 225
WINTER PARK, FL 32789

Mailing Address: 400 S PARK AVE 225
WINTER PARK, FL 32789

Owner: Damien Madsen

Certificate Number: BC-001393-2021

License Type: Business Certificate

Issued Date: 9/30/2021

Classification: General

Expiration Date: 9/30/2022

Fees Paid: \$182.00

General Business Classification: Real Estate office (1-5 agents)

TO BE POSTED IN A CONSPICUOUS PLACE

State of Florida

Department of State

I certify from the records of this office that HARBERT REALTY SERVICES OF FLORIDA, LLC is a limited liability company organized under the laws of the State of Florida, filed on December 23, 2014, effective July 5, 1994.

The document number of this limited liability company is L14000195066.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on March 28, 2022, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of June, 2022*




Secretary of State

Tracking Number: 7621447178CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Solicitation Submission Acknowledgement

The undersigned attests to his or her authority to execute this submittal and to bind the company herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

The Respondent is financially solvent and sufficiently experienced and competent to perform all of the work required of the Respondent in the contract;

The facts stated in the Respondent's response pursuant to this Request for Proposal are true and correct in all respects;

The Respondent has read and complied with, and submits their response agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposal;

Respondent will supply all labor, materials, equipment and supplies as set forth in this Request for Proposal;

Respondent understands that all information listed above may be checked by the City of Winter Park and Respondent authorizes all entities or persons listed in submittal to answer any and all questions. Respondent hereby indemnifies the City of Winter Park and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Respondent agrees to provide myCOI with all necessary insurance documents. Respondent verifies that the following email address is current, monitored, and is acceptable for City use.

Respondent Email: dmadsen@harbertrealty.com

Submitted on this 16th day of June, 2022.

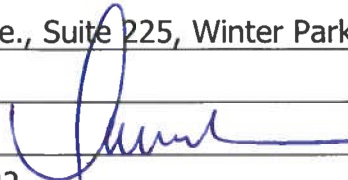
Company: Harbert Realty Services

Name: Damien Madsen

Address: 400 S Park Ave., Suite 225, Winter Park, FL 32789

Phone: 407.256.2844

Email: dmadsen@harbertrealty.com

Authorized Signature: 

Title: Managing Director/SR Vice President

Solicitation #: RFP 18-22

Addendum Acknowledgement

The respondent shall acknowledge all addenda issued to this formal solicitation, if any. Failure to acknowledge all addenda may be cause for rejection of the response.



Drug-Free Workplace Affidavit

The undersigned respondent, in accordance with Florida Statute 287.087 hereby certifies that

Harbert Realty Services does the following:

Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

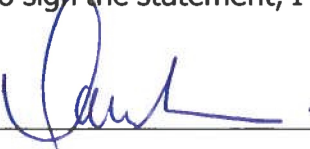
Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the Drug-Free statement.

Notify the employees that as a condition of working on the commodities or contractual services that are under bid, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

Authorized Signature: 

Print: Damien Madsen

Title: Managing Director/Senior Vice President

Date: 6/16/22

Solicitation #: RFP 18-22



Affidavit of E-Verify Requirements Compliance

I, the duly authorized representative/agent of Harbert Realty Services hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement. Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

IN ACCORDANCE WITH § 837.06, FLA. STAT., SUCCESSFUL RESPONDENT ACKNOWLEDGES THAT WHOEVER KNOWINGLY MAKES A FALSE STATEMENT IN WRITING WITH THE INTENT TO MISLEAD A PUBLIC SERVANT IN THE PERFORMANCE OF HIS OR HER OFFICIAL DUTY SHALL BE GUILTY OF A MISDEMEANOR OF THE SECOND DEGREE, PUNISHABLE AS PROVIDED IN § 775.082 OR § 775.083, FLA. STAT.

Authorized Signature: 

Title: Managing Director/Senior Vice President

Solicitation #: RFP 18-22

Print: Damien Madsen

Date: 6/16/22



Non-Collusion Affidavit of Prime Respondent

STATE OF Florida

COUNTY OF Orange

Damien Madsen, being duly sworn, deposes and says that:

1. They are Managing Director/SR VP of Harbert Realty Services, the respondent that has submitted the attached response.
2. They are fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
3. Such solicitation is genuine and is not a collusive or sham solicitation.
4. Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Park, Florida, or any person interested in the proposed Agreement.
5. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

[Signature]

Authorized Signature

Managing Director/Senior Vice President

Title

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16th day of June 2022. Personally known ☒ OR Produced identification _____

Notary Public - State of Florida My commission expires February 26, 2026

(Printed typed or stamped Commissioned name of Notary Public

Michelle M. Hoffman

Solicitation #: RFP 18-22



MICHELLE M. HOFFMAN
Commission # HH 226987
Expires February 26, 2026



Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes

This sworn statement is submitted to the City of Winter Park by Damien Madsen for Harbert Realty Services whose business address is 400 S Park Ave., Suite 225 Winter Park, FL 32789 and (if applicable) its Federal Employer Identification Number (FEIN) is 63-1126826 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), **Florida Statutes**, means:

A predecessor or successor of a person convicted of a public entity crime; or

An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

Procurement Division

CITY OF WINTER PARK, FLORIDA



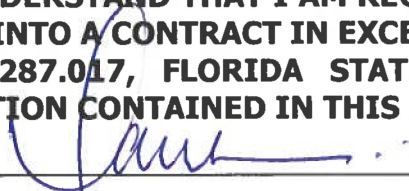
Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[indicate which statement applies.]**

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


Authorized Signature

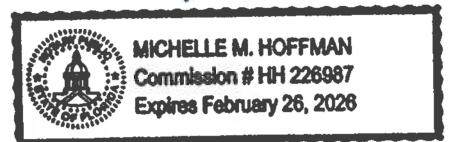
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16th day of June 2022. Personally known ☒ OR
Produced identification _____

Notary Public - State of Florida My commission expires February 26, 2026

(Printed typed or stamped Commissioned name of Notary Public)

Michelle M. Hoffman

Solicitation #: RFP 18-22



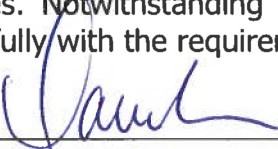


Public Records Act/Chapter 119 Requirements

Successful Respondent agrees to comply with the Florida Public Records Acts to the fullest extent applicable, and shall, if this engagement is one for which services are provided by doing the following:

1. Successful Respondent shall keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Successful Respondent shall provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes or as otherwise provided by law;
3. Successful Respondent shall insure that public records that are exempt or that are confidential and exempt from the public record requirements are not disclosed except as authorized by law; and
4. Successful Respondent shall meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the Successful Respondent upon termination of the contract and shall destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

The parties agree that if the Successful Respondent fails to comply with a public records request, then the City must enforce the contract provisions in accordance with the contract and as required by Section 119.0701, Florida Statutes. Notwithstanding any other requirement herein stated, the Successful Respondent shall comply fully with the requirements of Florida Statutes 119.0701.

Authorized Signature: 

Title: Managing Director/Sr Vice President

Solicitation #: RFP 18-22

Print: Damien Madsen

Date: 6/16/22



Background Check Verification

SECTION 1: REQUIREMENTS

The Respondent/Vendor shall Agree to the following:

- 1.1 Respondent/Vendor shall perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the Respondent/Vendor. The contractor
- 1.2 If the Respondent/Vendor has employed officials that have a current Level 2 Background Screening which was completed by a local government, school board, the Florida High School Activities Association, the Contractor agrees to provide a list of those officials to the City.
- 1.3 Respondent/Vendor agrees to make its officials sign a sworn statement affirming that they have not pled guilty to or convicted of any of the crimes listed in Section 2: Prohibited Offenses, prior to any assignment. This information shall always be kept current. The Respondent/Vendor shall be in complete compliance within 30 days after award.
- 1.4 Respondent/Vendor shall require its officials to report to the Contractor immediately if they have been convicted of any of the crimes listed in Section 2: Prohibited Offenses. Respondent/Vendor shall not use that official, unless they have been cleared of the crime.

SECTION 2: PROHIBITED OFFENSES

Respondent/Vendor certifies that its officials/employees have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

- Section 393.135 - sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section 394.4593 - sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section 415.111- adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section 741.28 - criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section 782.04 - murder
- Section 782.07 - manslaughter, aggravated manslaughter or an elderly person or disabled adult, or aggravated manslaughter of a child
- Section 782.071 - vehicular homicide
- Section 782.09 -killing an unborn quick child by injury to the mother
- Chapter 784 - assault, battery, and culpable negligence, if the offense was a felony



- Section 784.011 - assault, if the victim of offense was a minor
- Section 784.03 - battery, if the victim of offense was a minor
- Section 787.01 - kidnapping
- Section 787.02 - false imprisonment
- Section 787.025 - luring or enticing a child
- Section 787.04(2) - taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section 787.04(3) - carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Section 790.115(1) - exhibiting firearms or weapons within 1,000 feet of a school
- Section 790.115(2) (b) - possessing an electric weapon or device, destructive device, or other weapon on school property
- Section 794.011 - sexual battery
- Former Section 794.041 - prohibited acts of persons in familial or custodial authority
- Section 794.05 - unlawful sexual activity with certain minors
- Chapter 796 - prostitution
- Section 798.02 - lewd and lascivious behavior
- Chapter 800 - lewdness and indecent exposure
- Section 806.01 - arson
- Section 810.02 - burglary
- Section 810.14 - voyeurism, if the offense is a felony
- Section 810.145 - video voyeurism, if the offense is a felony
- Chapter 812 - theft and/or robbery and related crimes, if a felony offense
- Section 817.563 - fraudulent sale of controlled substances, if the offense was a felony
- Section 825.102 - abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- Section 825.1025 - lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- Section 825.103 - exploitation of disabled adults or elderly persons, if the offense was a felony
- Section 826.04 - incest
- Section 827.03 - child abuse, aggravated child abuse, or neglect of a child
- Section 827.04 - contributing to the delinquency or dependency of a child
- Former Section 827.05 - negligent treatment of children
- Section 827.071 - sexual performance by a child
- Section 843.01 - resisting arrest with violence
- Section 843.025 - depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
- Section 843.12 - aiding in an escape
- Section 843.13 - aiding in the escape of juvenile inmates in correctional institution
- Chapter 847 - obscene literature
- Section 874.05 (1) - encouraging or recruiting another to join a criminal gang
- Chapter 893 - drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
- Section 916.1075 - sexual misconduct with certain forensic clients and reporting of such sexual conduct

Procurement Division

CITY OF WINTER PARK, FLORIDA



- Section 944.35 (3) - inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40 - escape
- Section 944.46 - harboring, concealing, or aiding an escaped prisoner
- Section 944.47 - introduction of contraband into a correctional facility
- Section 985.701 - sexual misconduct in juvenile justice programs
- Section 985.711 - contraband introduced into detention facilities

SECTION 3: CERTIFICATION

I hereby certify that I will utilize FDLE Computerized Criminal History (CCH) system in accordance with the terms governing the use of the system to confirm eligibility of the individuals being assigned and prior to assignment with the City. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Company: Harbert Realty Services

Solicitation #: RFP
18-22

Authorized Signature

Managing Director/Senior Vice President

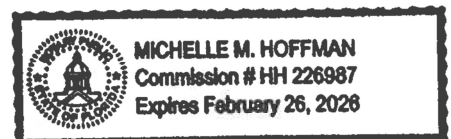
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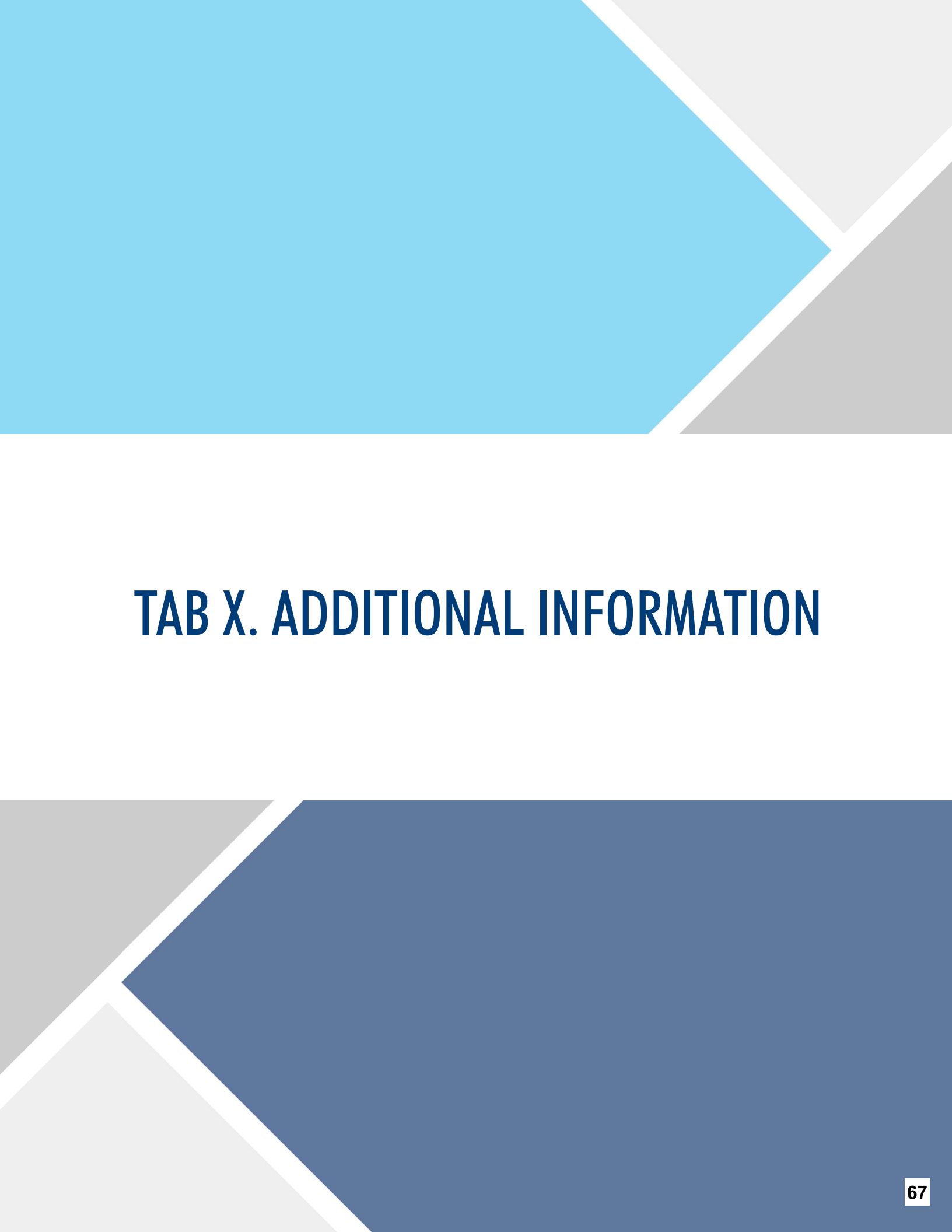
Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16th day of June 2022. Personally known ☒ OR
Produced identification _____

Notary Public - State of Florida My commission expires February 26, 2026

(Printed typed or stamped Commissioned name of Notary Public

Michelle M. Hoffman





TAB X. ADDITIONAL INFORMATION



Lease & Reimagine City-Owned Building and Property at 460 E. New England Avenue

Harbert Realty Services (Harbert) is extremely excited about this project and has provided a proposal based on the parameters given in the RFP/ 18 -22. The team that Harbert has assembled clearly has more experience working, living and playing in Winter Park – more than any other team being considered. The key principles at Harbert, Brasfield & Gorrie and Hunton Brady all live and work in Winter Park. Harbert has provided a plan and concept that will allow the highest & best for this asset – it will be re-introduced to the community with very minimal impact on the surrounding overall business and residential communities. This asset, reimaged, will serve to enhance the adjacent property owners and will only compliment this community with the intended uses. In effect, this will be a brand new – Class “A” building that the entire community will use now and well into the future. It will serve the community and will complete the overall fabric of the downtown Winter Park market. The overall intent is to reposition and repurpose this asset so that it works financially for all parties and most importantly it needs to work for the community at large. If the financial modeling needs to be modified or adjusted to make this more feasible Harbert is open to having a dialogue. If the intended uses needed to be modified or adjusted Harbert is open to having a dialogue.

Harbert principal Damien Madsen has been a part of the Winter Park community his entire life. He attended Lakemont Elementary School, Winter Park Junior High and Winter Park High School. His first job was on Park Avenue in downtown Winter Park and currently offices in downtown Winter Park. There is no one else in commercial real estate that has invested more time in Winter Park or has more experience in the commercial real estate arena than Damien Madsen. He is a very visible figure in the community – has attended countless public hearings for Winter Park projects and has been an advocate for cautious, careful and mindful well-planned projects throughout the City of Winter Park. On a personal level Mr. Madsen is raising two (2) boys in Winter Park and they both attend the Winter Park public school system.

In short, Harbert and the proposed team is the best suited developer and owner for the former Winter Park Library. This is by no means the largest of highest dollar project that Harbert is currently working on but it is without a doubt the most meaningful, impactful and most important project Harbert intends to complete.

Thank you for allowing us to propose the reimaging and repositioning of this iconic asset. We are ready to get started!!



EXISTING



PROPOSED



Request for Proposal



RFP18-22

Lease & Reimagine City-Owned Building and Property at 460 E. New England Avenue

Pre-Proposal Building Tours: **May 12, 2022 at 10:30 am**

June 2, 2022 at 10:30 am

Proposals Due: **June 16, 2022 at 2:00 pm**

ATTN: Procurement Division

City Hall West Wing
401 South Park Avenue
Winter Park, Florida 32789

Sealed proposals must be received and time stamped by the Procurement Office on or before the date and time referenced above either by mail or hand delivery. Any proposals received after 2:00 pm EST on said date will not be accepted under any circumstances. Official time will be measured by the time stamp in the Procurement Office, which shall be scrupulously observed. Under no circumstances shall the City be responsible for untimely submissions, late deliveries, or delayed mail.

questions

Procurement Division

401 S. Park Ave. ■ Winter Park, FL 32789 ■ p 407-643-1627 ■ f 407-599-3448
procurement@cityofwinterpark.org ■ cityofwinterpark.org/procurement



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SECTION 1: Proposal Preparation & Submittal

1.1 Obtain Documents

Documents are available for download at:

<http://www.cityofwinterpark.org/procurement> - select Active Solicitations.

If you experience any problems downloading the document, call 1-800-510-4452 or 800-510-4452.

1.2 Proposals Due

Sealed proposals will be received by Procurement in City Hall, 401 South Park Avenue, Winter Park, Florida 32789-4386, **until 2:00 pm on June 16, 2022**. It is the Respondent's responsibility to assure that your proposal is delivered at the proper time to the Procurement Office. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted. Under no circumstances will the City be responsible for late proposals or submissions.

All proposals will be opened and acknowledged immediately following proposal due date and time. Pursuant to Florida Statute 119.071 (1)(b)1. a., sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

1.3 City is Not an Administrative Agency

To the fullest extent allowed by law, the City of Winter Park is not an administrative agency subject to the formal solicitation procedures specified in Section 120.57(3), Florida Statutes, as it may be amended.

1.4 Preparation of Proposals

Proposals shall be made on **unaltered** forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit **one (1) original clearly marked on the outside of the envelope – "ORIGINAL," three (3) COPIES, and one (1) electronic copy on a USB Flash Drive** for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11-inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Proposals shall be signed electronically or in ink with the name of the Respondent typed below the signature. Where the Respondent is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A Respondent may be requested to present evidence of its experience and qualifications and the entity's financial ability to carry out the terms of the contract.



1.5 Proposal Submittal

Proposals shall be submitted directly to the Procurement Office in City Hall, in an opaque, sealed envelope or box. Respondents shall affix the Sealed Proposal Envelope Label located on page 38 to the outside of their envelope or box. Submit proposal in accordance with the instructions listed herein regarding time, place and date required. Proposals received after the time requirement will NOT be opened and will NOT be considered for award. It is the sole responsibility of the Respondent to be sure their proposal is delivered directly to the Procurement office by the required time and date, and that the proposal is properly sealed and labeled as required. The City will not be responsible for any proposal delivered incorrectly or to the wrong address or location.

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if it is responsive to the submission requirements outlined in the RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

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SECTION 2: Scope of Services

Purpose & Goals

The purpose of this RFP is to solicit developers, end-users, and interested parties to submit a proposal to lease and reimagine the city-owned building and property located at 460 E. New England Avenue for a public-private partnership opportunity. Proposals should create vibrancy and promote creative reuse of this municipally owned property. Goals of this RFP include a market rate lease offer for the existing building which allows for the renovation and enhancement of this unique property to be a place of excitement and community gathering space in the heart of downtown Winter Park. The city will not consider a sale or demolition of the existing building.

History & Background

The property located at 460 E. New England Ave., has been exclusively used for municipal purposes since 1979 as the former site of the Winter Park Library. Significant public investment was made to a new Library and Event Center leaving the future use of the property up for discussion. In 2015 and in 2019, this site was the subject of task force deliberations to determine what should be done. The 2015 task force focused on the need and potential options for finding a future home for the Winter Park Public Library that has called 460 E. New England Ave. home since its construction in 1979. The 2019



report focused on soliciting public and stakeholder interest in what the existing site could be used for once the Winter Park Public Library relocates to its new location. The 2019 report primarily considered using the former library site for relocating all or a portion of City Hall operations, however that determination has largely been discarded and the secondary recommendation of the task force included looking at imaginative reuse opportunities that could catalyze on food hall, micro-food service, co-work, incubator, art & cultural, and entrepreneurial opportunities. Many of these opportunities were discussed as part of the 2019 report and a copy is included as Exhibit A.

Public Support & Considerations

The City Commission has recently held a number of public worksession discussions regarding the purpose and use of the site and reached consensus across a broad range of concepts that could affect the favorability of any submitted proposal.

Preservation of the Existing Building: The existing brick building is unique in its shape and style and there is not a willingness to demolish the property in favor of new construction. This preservation only extends to the external look of the building and does not preclude proposals that wish to add more windows for natural lighting or that completely redesign the internal layout.



Parking Capacity: Parking constraints have traditionally limited discussion regarding alternative uses for the site. Currently there are 68 surface parking spaces on the property giving a parking ratio of approximately 2 per 1,000 SF of building space. During the 2019 task force review, it was believed that 15 more spaces could be easily added, while some have suggested that parking spaces could exceed 100 if retention areas and current greenspace were converted to surface parking. Any proposal should consider the required parking ratios for applicable types of uses and be able to demonstrate how the property could be properly parked. The city may also consider that given the constraints of the usable square footage inside the building due to the unusual shapes of the original construction, that proposers may make a case that some of the stated square footage space should be excluded from code considerations. Proposers may also take advantage of the parking code that allows for the securitization of excess parking spaces through a lease that are within 750 feet of the subject property.

Parking Garages: It is a preference of the city that structured parking is not a component of any proposal.

Zoning, Code Compliance & Capital Investment: The city recognizes that the building may need varying degrees of capital investment dependent upon the uses that any proposer may bring forward. The property has been exclusively utilized as a public library and different uses may trigger the need to bring the building into code compliance. Additionally, the introduction of food service components may have implications regarding permit and net new impact fees, as well as structural issues such as proper venting, fire suppression, and wastewater treatment. Lastly, different proposed uses may require a change in zoning from the current R-4 designation. It is the responsibility of any respondent to be familiar with the city's code requirements and to perform any research necessary to submit an accurate proposal.

Financial Considerations & Cost Neutrality: The city has set aside \$300k to make improvements to the building; most notably the HVAC system and roof repair. The city would contribute this amount to any selected respondent as part of any capital investment in the building. It is an overall goal of the city that submitted proposals not rely on continued operating and maintenance subsidies from the city and that projects are able to stand on their own financially.

Proximity to Residential: The site is located next to single family residential property to the north and consideration for those residents should be factored into any proposal.

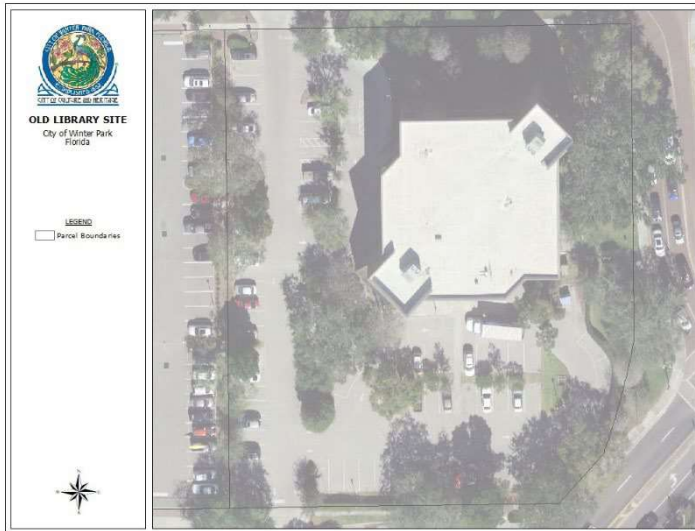
Permit & Impact Fees: The city reserves the right to offer impact fee waivers and permit fee waivers, as allowable by law, to any respondent as part of negotiation. Proposals should highlight the need for any consideration of waivers and the benefit to the city of granting them. It is a respondent's duty to make sure that they are familiar with all applicable fees that may be triggered as part of any proposed use of the building.

Rooftop: There have been some discussions in the past regarding the ability of this building to support some rooftop element or activity. Discussions with structural engineers have indicated that this is extremely unlikely and would require significant restructuring of the building's foundations and supports to accommodate any kind of use of the rooftop. Any proposal that includes a rooftop element should also include proof of structural integrity.

Tree Impact: Proposals should highlight any impact to existing trees. A tree survey will be provided by the city as an addendum to this solicitation.



General Location & Property Characteristics



Located at 460 E. New England Avenue (Parcel ID# 05-22-30-9400-60-010) in the heart of downtown Winter Park, FL, the property is bounded by East Lyman to the south, E New England Avenue to the north, Chase Avenue to the east and adjacent to the Alford Inn to the west. It is a short walk to Rollins College across the street, and only a few blocks from historic Park Avenue's world-renown shopping and dining, and public parks. Downtown Winter Park is a premier shopping and dining district while also being home to a number of financial and professional services firms. Winter Park has some of the lowest vacancy rates with the highest rental rates in the region and has recovered from the pandemic faster and

stronger across the office and retail sectors. Attached to this document in Exhibit B is a map of the area as well as an economic and demographic profile of the area.

The subject property is 1.75 acres in size with an approximate 33,000 SF building on the site. A description of the site and its applicable details related to zoning and land use, are located in Exhibit C.

The building is made up of three large floor plates each approximating about 11,000 SF. Used as a public library since its construction, the internal floor plans are largely wide open with high ceilings. Existing floor plans of the building are attached as Exhibit D. While originally constructed in 1979, the third floor was added much latter to accommodate space needs. It is likely that if the building is repurposed for other uses that there will be significant needs to bring the building up to applicable codes. The building also has a single elevator that may also need to be brought up to code. Any respondent should perform their own due diligence as part of a proposal.

Conceptual Development & Vision

During the 2019 task force process, the concept of a multi-tenant space that could act as a vibrant location for commerce and entrepreneurship while also supporting traditional office space elements, was presented.

There are many models for these types of structures and have most notably been seen in the rise of food halls, makers markets, arts communes, and co-work entrepreneurial and business incubator spaces. Access to the downtown Winter Park market is difficult given the high cost of rental rates, so offering smaller scale opportunities for products to be tested in the market, may lower the barrier to entry for entrepreneurial activity.

The City Commission is interested in hearing proposals that make use of these new trends that can repurpose older civic buildings and create unique activity centers for residents and visitors to enjoy. The old library building could be reborn as an active and diverse collection of tenant spaces that facilitate entrepreneurial spirit and engaging gathering spaces, where revenue generating activities could offset arts, cultural and non-profit elements. The Commission has highlighted a number of components of a favorable proposal.

- Ancillary smaller dining or restaurant concepts
- Limited cafés or boutique food service establishments
- Incorporates arts, cultural, and non-profit components
- Small scale retail
- Office space
- Co-work or incubator spaces
- Uses that facilitate walk-up and pedestrian visitor traffic
- Proposals should only utilize surface parking, no parking structures
- Preference against residential use



Photo Credit: Oxford Exchange

Conceptual comparisons could be made with the Oxford Exchange in Tampa, FL. This site repurposed a historical hotel built in 1891 to become a community gathering place, blending together restaurants, bookstores, gift stores, co-working space, a design studio, and event space. Information about the Oxford Exchange can be found at oxfordexchange.com.



Photo Credit: Armature Works

Photo Credit: Armature Works

Other conceptual comparisons include the Armature Works, also located in Tampa, which repurposed an old Tampa Electric building built in 1910 that used to be the site for the storage and maintenance of streetcars. The facility is a 73,000 SF mixed-use commercial space consisting of a public market, event spaces, co-work space, and food service options. Information can be found at armatureworks.com.



Concepts that also incorporate cultural elements into their repertoire could include the Seattle Center Armory in Seattle, WA. Originally a vertical mall, constructed in 1939, it has housed a children's museum, exhibit center, free family entertainment and activities, as well as events, and eating and dining locations. Information can be found at seattlecenter.com/explore/attractions/armory.



These offer a few of the concepts that exist around the country and highlight the potential opportunity envisioned for the city's old library building. The city anticipates that it will enter into a long-term triple net lease for the use of the existing building and property in its current condition.

Photo Credit: Theater Puget Sound (Seattle Armory)

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SECTION 3: Proposal Format

Respondents must respond in the format delineated below.

Submit one (1) original clearly marked on the outside of the envelope – “ORIGINAL,” three (3) COPIES, and one (1) electronic copy on a USB Flash Drive for document management purposes. All proposals, and copies, are to be submitted on 8½ x 11-inch paper, bound individually. If your proposal contains any information deemed confidential, provide an additional version of your proposal labeled “REDACTED.” Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

Each directive listed will require an individual index tab in your proposal package to indicate the information as requested is listed behind its specific tab. Any other information pertinent to the headings as listed herein may be added to the end of each section. However, required information must be listed first in each section. If further materials are necessary to complete your proposal and are not noted under any of the headings listed below, add a **TAB —X** tab to the end of your proposal with proper index as to the subject matter contained therein. Any Addenda are to be acknowledged on the Signature Sheet.

Failure to submit this information will render your proposal non-responsive. Each Section is to be preceded with a Tab delineating the information after the Tab.

Note: The City shall not be responsible for any costs incurred by the Respondent in preparing, submitting or presenting its proposal to the RFP. This Request for Proposals does not and shall not commit the City or their agents to enter into any agreement, to pay any costs incurred in preparation of the submittals or to procure or contract for services or supplies.

Table of Contents

Clearly outline and identify the material and proposals by the tab and page number. Outline in sequential order the major areas of the proposals, including enclosures. Tabs should be used to separate each tabbed section. All pages must be consecutively numbered and correspond to the table of contents.

Tab 1. Cover Letter

Provide a brief cover letter indicating your company’s understanding of the scope of services, and the familiarity and interest of this formal solicitation. A person who is authorized to commit the Respondent’s organization to provide the good/services included in the proposals must sign the letter. Provide all names, titles, addresses, telephone numbers, and e-mail addresses.

Tab 2. Organization and Personnel Experience

Provide the qualifications and experience of the firm and in particular the key experience of key personnel and their function as it relates to the scope of work; Organization structure and project team members proposed to be assigned to the project. If you intend to subcontract some of the proposed work to another firm, similar information should be provided for each subcontractor/sub consultant.



Proposal should provide a description of comparable projects (similar in scope of services to those requested herein) which the Respondent has either ongoing or completed within the past five years.

Indicate specifically the members of the firm who will have primary responsibility for this project.

Provide the designated team person that will have the primary responsibility of managing the day-to-day oversight of this account, indicating relevant qualifications and experience. Indicate the role that each of the key personnel will be playing in the development of the requested work products. Provide a resume for each. Provide an organizational chart for the team working on this project.

Tab 3. Approach & Methodology (Concept & Vision)

The proposal should include the proposed strategy for use of the site, preliminary site and floor plans, highlight special features, and parking accommodation. The Respondent is encouraged to provide additional information that the City should consider to accomplish its objectives and additional activities or services for a successful delivery or implementation of the project scope.

Provide a timeline of how long your firm will take to implement the phases described in this RFP.

Tab 4. Financial Consideration

Provide the lease price offer per square foot on a triple net basis, desired length of lease term, escalation clause for annual rent increases, consideration of impacts and permit fees or city support requirements.

Tab 5. Required Forms

Include fully executed Signature Sheet, Drug Free Workplace Form, E-Verify Affidavit, Non-Collusion Affidavit of Prime Respondent, Public Entity Crimes Affidavit, Public Records Act Affidavit & Copy of Business Certificate in this section. Also include a copy of your firm's Certificate of Good Standing from the State of Florida under this tab.

Tab X. Additional Information

Additional information, which the Respondent feels will assist in the evaluation, should be included.



SECTION 4: Evaluation Procedure

4.1 Evaluation

It is the intent of the City that all firms responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible submittals received in its evaluation and award process.

4.2 Criteria

Firms submitting a proposal along with the required information and documentation will have their proposal evaluated and scored based on the evaluation criteria set forth herein.

Further, each proposal will be evaluated for full compliance with the RFP instructions to the Respondents and the terms and conditions set forth within the RFP document. Proposals will be scored and ranked in accordance with the weighting and grade specified in the following table. Proposals will be evaluated and an award made to the Respondent who is determined to be responsible and responsive to this Request for Proposals and whose proposal is the most advantageous to the City in terms of quality of service, the Respondent's qualifications and capabilities to provide the specified services and comply with the applicable conditions of this Request for Proposals and Contract, and who in the judgment of the City will best serve the needs and interests of the City.

The following represent the principal selection criteria, which will be considered during the evaluation process. Points are determined by multiplying the weight by the grade. Shortlisting of firms will be based on converting each Committee Member's Total Score into a ranking with the highest score ranked first, second, highest ranked score, etc. Once converted, the Committee Member's ranking for each firm will be entered into a shortlist summary. The Total Score recorded on the summary sheet will determine the ranking and shortlisting.

4.3 Evaluation Criteria

Criteria	Weight	Grade	Maximum Total Points
Organization & Personnel Experience	3	1 2 3 4 5	15
Vision & Concept	8	1 2 3 4 5	40
Financial Consideration	5	1 2 3 4 5	25
Timeline	3	1 2 3 4 5	15
Responsiveness	1	1 2 3 4 5	5
Total Possible Points 1 = lowest, 100 = highest			100



4.4 Scoring Definitions

- 1= **Poor** – Lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.
- 2= **Below Average** – Meets many of the basic requirements, specifications, or provision of the scope, but is lacking in some essential aspects for the specific criteria.
- 3= **Average** – Adequately meets the minimum requirements, specifications, or provisions of the specific scope, and is generally capable of meeting the City's need.
- 4= **Above Average** – More than adequately meets the minimum requirements, specifications, or provision of the specific scope, and exceeds those requirements in some aspects for the specific scope.
- 5= **Excellent** – Exceeds minimum requirements, specifications, provisions in most aspects for the specific criteria.

In evaluating the Proposals, the City shall have the discretionary power to render decisions on:

- (i) the honesty, reputation, and integrity of a Respondent necessary to a faithful performance of the Contract;
- (ii) a Respondent's skill and business judgment;
- (iii) Respondent's facilities, labor force, and equipment for carrying out the Contract properly and expeditiously;
- (iv) Respondent's previous conduct under other contracts with the City and contracts with any other parties that the Respondent has provided work or services;
- (v) the quality of Respondent's previous work for the City and any other parties that the Respondent has provided work or services;
- (vi) Respondent's pecuniary ability and financial stability;
- (vii) the Respondent's previous and existing compliance with laws, ordinances and regulations;
- (viii) Respondent's maintenance of a permanent place of business;
- (ix) Respondent's appropriate successful contractual and technical experience in similar work;
- (x) Proportional amount of the work Respondent intends to perform with its own organization as compared with the portion it intends to subcontract;
- (xi) the qualifications of subcontractors whom each Respondent proposes to use;
- (xii) the proximity of Respondent's labor force, equipment and business operation in relation to the City,
- (xiii) Respondent's ability to meet and/or maintain scheduling requirements
- (xiv) Respondent's quoted prices for services, and
- (xv) Respondent's responsiveness to this Request for Proposals.



The above factors may be determined by Respondent's past performance of services/work for supplied references and other parties Respondent has performed services/work, information submitted as part of the proposal or in response to an inquiry by the City, and information otherwise known or discovered by the City, or any combination thereof. The City may conduct detailed examinations of Respondents, including of Respondent's personnel, place of business and facilities, compliance with federal, state, and local laws and all relevant licensing and permitting requirements, and other matters of responsibility germane to the procurement process. The failure of a Respondent to supply information in connection with an inquiry in a timely manner, at the City's discretion, may be grounds for rejecting such Respondent and its proposal.

PROSPECTIVE RESPONDENTS ARE PROHIBITED FROM CONTACTING ANY MEMBER OF THE SELECTION COMMITTEE, EMPLOYEE OR PUBLIC OFFICIAL (EXCEPT THE FACILITATOR) AT ANY TIME DURING THE FORMAL SOLICITATION PROCESS, UP TO THE TIME OF CONTRACT AWARD. ANY ATTEMPTED CONTACT MAY BE GROUNDS FOR DISQUALIFICATION.

4.5 Tentative Calendar of Events

1	RFP Issue Date	April 29, 2022
2	Pre-Bid Tours	May 12, 2022 & June 2, 2022
3	Proposals Due to Procurement	June 16, 2022
4	Selection Committee Meeting - Evaluation & Shortlist Ranking	June 30, 2022
5	Oral Presentations and Final Ranking & Recommendation	July 12, 2022
6	Anticipated Commission Award	TBD

All times, dates and actions are subject to change. In accordance with F.S. 286.0113, portions of the meetings may be exempt from public meetings requirements. All interested parties are welcome to attend the non-exempt portions of the public meetings.

4.6 Selection Process

The selection process is as follows:

1. The Selection Committee will evaluate all proposals which have been determined to be responsive.
2. The Selection Committee will then rank the proposals of those firms based on their submittals, with an emphasis on City needs and in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act, to determine a short list.
3. After oral presentations are conducted from the short-listed firm(s), a post-presentation ranking will be conducted to determine the overall top ranked firm.



4. The Procurement Division will prepare an agenda item for the award recommendation to the City Commission.
5. The City Commission of the City of Winter Park will make the final selection after considering the recommendations and rankings of the Committee. The City Commission is not required to accept the recommendation and rankings of the Committee. The City Commission's decision will be final.
6. The City and the selected Respondent will enter into a contract incorporating the requirements of this RFP and with other terms acceptable to the City. The City reserves the right to negotiate the terms and conditions of the contract with the selected Respondent. The City has the right to rescind the contract award to the selected Respondent if the City and the selected Respondent do not agree upon the contract terms. The City reserves the right to reject a Respondent, even a Respondent awarded the contract, at any time prior to full contract execution.

4.7 Formal Oral Presentations/Interviews

The City may conduct formal interviews with, or receive oral presentations from, three or more of the short-listed firms. Oral presentations/Interviews will be held in accordance with F.S. 286.0113 and will adhere to the following guidelines:

The City's Procurement Division will establish the schedule and Respondents will be notified at least five (5) calendar days in advance of the date, time and place of the presentations/interviews. The specific format of each presentation/interview will be provided to Respondents with the notifications.

The City will allot equal time for each Respondent divided into two sequential parts: formal presentations, and questions and answers. Each Respondent interviewed may be asked differing questions.

Oral presentations will provide an opportunity for the Respondents to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

4.8 Post Award Termination

Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the City through this RFP is terminated early or suspended from further work or services by the City for a default in the performance under the contract, or in the event the City rescinds a contract award to the selected Respondent prior to execution of a contract, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent (if applicable), contract with the next lowest responsive and responsible Respondent that is willing and able to complete the work or services if such is determined by the City Commission to be in the City's best interest. In awarding a contract to the next lowest responsive and responsible Respondent that is willing and able to complete the work or services, the City may accept such Respondent's original proposal pricing or negotiate a price more consistent with the original pricing submitted by the defaulting Respondent or the Respondent's whose contract award was rescinded.



SECTION 5: Standard Terms & Conditions

5.1 Basis of Response/Proposals

The words "RESPONSE" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Respondent will include all cost items; failure to comply may be cause for rejection. No segregated proposals, or assignments will be considered. It is the intent of the City to promote competition.

It shall be the responsibility of the Respondent to advise the Procurement Division of any language, requirements, etc. or any combination thereof, which the Respondent feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least seven (7) working days prior to opening date and time of the proposal.

5.2 Submission of Supporting Documents

The successful Respondent shall furnish all required documents within ten (10) working days after notification of award. If the successful Respondent fails to furnish the required documents within ten (10) working days, the City may withdraw the award and award to the next lowest responsive, responsible Respondent.

5.3 Proposal Prices

The Respondent warrants by virtue of proposing that the prices, terms and conditions quoted in this proposal will be firm for a period of ninety (90) days from the date of the public opening unless otherwise specified by the Respondent, and shall not be amended after the date and time of the public opening. Any attempt by a successful Respondent to amend said prices except as otherwise provided herein shall constitute a default.

Amounts specified herein are for fixed price work or products, including all prices for equipment, labor and materials required to perform the work or deliver the product(s) specified herein. The Respondent, having familiarized itself with the local conditions, and conditions listed here, proposes to furnish all labor, materials, equipment and other items, facilities and services, without exception, for the proper execution and completion of the contract, and if awarded the contract, to complete the required work or deliver the required product(s) as specified within the proposal package set forth by the City of Winter Park.

5.4 Delivery

All prices shall be F.O.B. Destination, Winter Park, Florida. Delivery date and warranties must be written out and submitted with proposals. We insist delivery dates, as specified, be met. There will be no additional charge for multiple delivery locations.

5.5 Contract Term

The city is willing to enter into a long-term lease agreement for the use of the property. As part of any proposal the Respondent should indicate the desired minimum lease term that they would be willing to accept. The city considers term to be negotiable and ultimately settled in any final contract document that is executed by both parties.



5.6 Invoicing & Payment

Unless otherwise agreed to by the City, payment terms will be thirty (30) days net from receipt of invoice unless an appropriate prompt payment discount is provided and accepted. Payment shall be made by the City only after the items awarded to a vendor have been received, inspected and found to comply with award specifications, free of damage or defect and properly invoiced, and the invoices is in all respects satisfactory to the City and appropriate for payment.

All invoices shall bear the purchase order number or RFP number. Payments and disputes involving invoices and payments shall be governed in accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act).

5.7 VISA Acceptance

The City of Winter Park has implemented a purchasing card program, using the VISA platform. Successful Respondent may receive payment from the City by the purchasing card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

5.8 Taxes

The City is exempt from Federal Excise and Sales taxes. Tax exemption number: State #85-8012621708C-8.

5.9 Mistakes

Respondents are expected to examine the specifications, delivery schedule, prices, extensions and all other instructions provided herein. **Failure to do so will be at the Respondent's risk.** The City is not obligated to give successful Respondent extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the Respondent's total offer will be corrected accordingly.

5.10 Contract Award

The City reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the formal solicitation; reject any or all proposals; or waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible Respondent who submits a proposal meeting specifications in a way deemed most advantageous and best value to the City in the City's sole discretion.

The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous proposal. The City reserves the right to make an award to more than one Respondent. The City reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more Respondents. Such request shall be furnished to all Respondents. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City. Information received upon such request for additional information or clarification may be relied upon by the City in determining the most advantageous proposal for purposes of making an award.



5.11 Proposal or Contract Terms at Variance with This Document and the RFP or Specifications

This formal solicitation expressly limits acceptance to the terms of this document. If the Respondent submits a proposal that contains additional terms and conditions then, at the option of the City, it may award the contract to such proposal but without the contractual terms that were included in the RFP and which are inconsistent with or different from the language in this invitation, and the specifications and this document so long as the proposal is otherwise responsive to this document and the specifications with the inconsistent language stricken.

The Respondent hereby agrees that by making a submission based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:

- a. Any provision that changes the venue for any type of dispute resolution to a location outside of Orange County, Florida.
- b. Any provision that applies the law of any jurisdiction other than the law of Florida.
- c. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Orange County, Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Orange County, Florida).
- d. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.
- e. Any provision that limits the remedies and warranties available to the City under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded. It is the intent of the parties that the City shall reserve all of its rights of warranty and remedies available to the fullest extent under Florida law, without limitation.
- f. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the specification shall be inconsistent and stricken.
- g. Any provision that provides for the City to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- h. Any provision that, to any extent waives, alters or modifies, or purports to do so, the sovereign immunity rights of the City shall be deemed to be inconsistent with this formal solicitation and shall be stricken.
- i. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.



- j. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.
- k. Any provision that purports to establish liability against the City for any indirect, incidental, special, or consequential damages, including but not limited to, delay damages.

5.12 Modifications & Withdrawals

Proposals cannot be modified after submitted to the City. Respondents may withdraw proposals at any time before the public opening. **HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING** and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the City the services set forth in this formal solicitation, or until one or more of the proposals have been awarded. If an RFP or RFQ procurement, including but not limited to a procurement under CCNA (s. 287.055), the City may negotiate a contract or purchase that deviates from the proposal submitted in the interest of the City.

5.13 Disqualifications

The City of Winter Park reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the Respondent. Respondent also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein. **See attached Non-Collusion Affidavit.**

5.14 Proposal Costs

Costs related to the preparation of a proposal to this formal solicitation are solely those of the Respondent, and the City assumes no responsibility for any such costs incurred by the Respondent.

5.15 Protests & Procurement Policy

If a protest is filed, it shall be in accordance with the procedures outlined for protests in the City's Procurement Policy. The Procurement Policy is incorporated herein by reference and is available online at <https://cityofwinterpark.org/procurement-policy>.

In the event of any inconsistency or ambiguity between the terms of the Procurement Policy as compared with the terms of this document and the specifications at issue, the terms of this document and the specification at issue shall govern and control.

If a Respondent prevails in a protest action, the City of Winter Park's liability shall be limited to reimbursement of the actual submittal costs (as defined in the section above entitled "Proposal Costs") proven to have been incurred and paid by the Respondent. No other damages, including but not limited to damages for lost profits, lost business opportunity and/or compensatory or consequential damages of any type or special damages of any type shall be due to or recovered by the prevailing vendor in a protest, even if the contract is awarded by the City to another Respondent, if the protester has failed to obtain an injunction against making such award.



Any party responding to a formal solicitation issued by the City, that contends that another Respondent is disqualified from submitting for any reason, including allegation that the other entity is not legally qualified to respond or lacks appropriate visa or citizenship status, may also raise such issue through the means of a protest, and the protest shall be handled in the manner specified herein and in accordance with the terms of the Procurement Policy and Florida law applicable to municipal protests. With respect to any assertion that another Respondent is not legally constituted or lacks proper citizenship or visa status, the protesting party shall offer proof of such fact prior to the award of the contract, and such proof shall be subject to the requirements of admissible evidence under Florida law as determined by the City Attorney during the course of the protest proceedings.

5.16 Agreement

The resulting Agreement or Contract, which shall include these General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement/Contract shall be deemed to exist or to bind either party hereto.

All proposed changes must be submitted to the City in writing, and approved by the City Manager, Assistant City Manager and/or City Commission in writing prior to taking effect.

5.17 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY TWO, for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Respondent shall provide a certification of compliance regarding the public crime requirements.

In submitting a proposal to the City of Winter Park, the Respondent offers and agrees that if the proposal is acceptable, the Respondent will convey, sell, assign or transfer to the City of Winter Park all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Winter Park. At the City of Winter Park's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to Respondent.

5.18 Certificate of Insurance

The successful Respondent and any subcontractors of the vendor shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City. The City of Winter Park has contracted with 'myCOI' to track and establish insurance compliance with the contract terms.



If awarded a contract the successful Respondent shall be required to register with myCOI. Respondent must submit certificates or other documentary evidence to the City via myCOI, attesting to insurance coverage for Worker's Compensation Insurance as required by the Florida Statutes, Public Liability, Property Damage Insurance, Professional Liability Insurance in the amount of one million dollars (\$1,000,000), and other requirements, as summarized on and in the amounts specified in the Summation of Insurance Requirements. The successful Respondent shall not commence work under any agreement until obtaining all insurance coverage under this section and until the City has approved such insurance.

The City of Winter Park shall be included as an ADDITIONAL INSURED on all certificates and policies pertaining to this project, except for Worker's Compensation and Professional Liability Insurance policies. Insurance companies must be licensed to do business in the State of Florida with a Best's Key Rating Guide rate of no less than "A." This information will be verified in the City's discretion, and it may be grounds for disqualification if the information is not in order.

5.19 Licenses, Permits, or Fees

It shall be the responsibility of the successful Respondent to obtain all licenses and permits, as required, to complete this service at no additional cost to the City. Permits and the payment of related fees are required from the City within the scope of work in these specifications. Said fees paid for required building permits may be reduced by thirty-three percent (33%) for the City only. Fees paid for trade permits including plumbing, electrical, gas, mechanical, and demolition permits cannot be waived.

The successful Respondent is required to obtain the permits; however, the successful Respondent may inform the Building Division they are under contract to the City, and request a reduction of the required fees as referenced above.

Payment of these fees does not relieve the successful Respondent from the financial responsibilities or other requirements imposed by other governmental agencies relating to permits, licenses, or fees which they may impose. This does not include waiving school impact fees or Competency Card License fee when applicable.

The successful Respondent is required to obtain all necessary inspections including building, plumbing, mechanical, and electrical inspections and the Certificate of Occupancy must be obtained prior to occupancy as is required by the Winter Park Building Division. All other related Land Development Code requirements related to building projects must be observed including, but not limited to, landscape, irrigation, lighting, and storm water provisions. All required licenses and permits shall be disclosed by true and correct copy thereof upon submission of the proposal, and thereafter, shall be readily available for review by the City (reference to the "City" herein shall also mean any official or employee of the City acting in proper authority on behalf of the City).

5.20 Termination/Cancellation of Contract

Termination or cancellation of the contract will not relieve the Respondent of any obligations for any deliveries entered into prior to the termination of the contract (i.e. reports, statements of accounts, etc., required and not received).

Termination or cancellation of the contract will not relieve the Respondent of any obligations or liabilities resulting from any acts committed by the Respondent prior to the termination of the contract.



5.21 Drug-Free Workplace

The Respondent, its employees, subcontractors, and its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs the employee shall be immediately removed from the City premises by the Respondent.

The Respondent will be held responsible for any damages, loss or extra expenses caused by delays incurred by such actions.

The Respondent shall certify that the firm has a drug free workplace policy in accordance with section 287.0878, Florida Statutes. Failure to submit this certification shall result in the rejection/disqualification of the proposal. See attached Drug-Free Workplace Affidavit.

5.22 Indemnification

The selected Respondent(s) shall be required to provide certain indemnifications in favor of the City and its employees and elected and appointed officials and officers in substantially the following form:

Respondent agrees to indemnify and hold harmless the City, its employees and elected and appointed officials, and officers, from all claims, judgments, damages, losses, and expense, including reasonable attorneys' fees, experts' fees and litigation costs incurred at all trial and appellate levels with attorneys and experts selected by the City, arising out of or resulting from the performance or nonperformance of the work or services provided within the scope of this Agreement to the extent caused in whole or part by any negligence, recklessness, or intentional wrongful misconduct of the Respondent or persons employed or utilized by the Respondent in the performance of any Services rendered under this Agreement. If the type of services being performed under this Agreement require a maximum monetary limit of indemnification under general law, then the maximum monetary limit under this section and other indemnifications contained within this Agreement shall be two million dollars (\$2,000,000) per occurrence, which the City and Respondent agree bears a commercially reasonable relationship to this Agreement; otherwise there is no maximum limit of indemnification.

Respondent shall indemnify and hold harmless the City from and against any and all claims against the City, or any of its officials, officers, and employees, by any employee of the successful Respondent or of any subcontractor arising out of or concerning the services or work performed under the Agreement between the City and the Respondent.

The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

In the event these indemnification provisions or any other indemnification provision of the Agreement is deemed inconsistent with any statutory provision or common law principle, such indemnification provisions shall be severable and survive to the greatest extent possible to protect the City and the City's employees and elected and appointed officials and officers.

The required indemnifications shall survive the termination, cancellation, or expiration of the Agreement, and shall not be limited by reason of any insurance coverage.



5.23 Accidents & Claims

The successful Respondent shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims, and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be put or exposed, for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project. See also Summation of Insurance Requirements.

5.24 Laws & Regulations

The successful Respondent at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Winter Park against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

The successful Respondent is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event of any litigation or claim between the Respondent/vendor on this formal solicitation and the City of Winter Park, including but not limited to any claim or litigation related to an agreement resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Orange County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Winter Park shall be used in the adjudication.

All proposals, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company's information as submitted.

5.25 Communications

To ensure fair consideration for all prospective Respondents throughout the duration of the formal solicitation process, the City prohibits communication, whether direct or indirect, regarding the subject matter of the RFP or the specifications by any means whatsoever, whether oral or written, with any City employee, elected official, selection committee member, or representative of the City, from the date of first publication or issuance of the specifications until the Commission makes the award. Communications initiated by a Respondent may be grounds for disqualifying the offending Respondent from consideration for award of the RFP or any future RFP.



The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the solicitation process may be addressed to employees in the City's Procurement Division, in writing via email or through VendorLink, and, the person sending the question agrees that the Procurement Division may furnish a copy of the question to all other plan holders and other persons who have registered an interest in responding to the formal solicitation. Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

5.26 Cone of Silence

A Cone of Silence/Lobbying Blackout Period begins upon issuance of a solicitation. For awards requiring City Commission approval, the Cone of Silence/Lobbying Blackout period concludes at the meeting which the City Commission will be presented the award(s) for approval or a request to provide authorization to negotiate a contract.

However, if the City Commission refers the item back to the City Manager and/or Procurement Division for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Blackout Period will be reinstated until such time as the City Commission meets to consider the item for action. The Cone of Silence/Blackout Period for award requiring the City Manager approval concludes upon issuance of a Notice of Intent to Award.

5.27 Addenda

When questions arise that may affect the proposal, the answers will be distributed in the form of an Addendum, which will be posted on the City's website. All Respondents should check the City's website or contact the City's Procurement Division at least seven (7) calendar days before the date fixed to verify information regarding Addenda. The City, in its sole discretion, may delay and change the scheduled due dates indicated herein. Addenda information will be posted on the City's website at <http://www.cityofwinterpark.org/procurement> - select "Active Solicitations." It is the sole responsibility of the Respondent to ensure they obtain information related to Addenda. All addenda must be acknowledged on the Signature Sheet to be considered.

Unless otherwise specified, all addenda must be acknowledged on the Signature Sheet to be considered responsive. Failure to acknowledge all appropriate addenda may result in the disqualification of the proposal.

5.28 Subcontractors

The successful Respondent shall not employ subcontractors without the advance written permission of the Procurement Manager or Project Manager. The successful Respondent shall be fully responsible for the services and work provided by a subcontractor under the terms of this formal solicitation. The successful Respondent agrees that any employee or agent of the Respondent and any agent/employee of a subcontractor to the Respondent shall be removed from the City jobsite or City premises upon request by the City Manager or designee.

Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis, as determined in their discretion, that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors, or citizens.



Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol, or is behaving in any manner reasonably determined to be unacceptably disruptive, or in violation of any criminal or civil law or regulation as reasonably determined by the City.

5.29 Assignability

Assignment of the contract, or any portion of the contract, cannot be made without the advance written consent of the City's agent.

5.30 Waiver, Alterations, Consent & Modification

No waiver, alterations, consent or modification of any of the provisions of the resulting contract shall be binding unless in writing and signed by the City Manager, Assistant City Manager and/or City Commission.

5.31 Fiscal Year Funding Appropriations

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation, and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation by City Commission of funds prior to entering agreement.

5.32 No General City Obligation

In no event shall any obligation of the City under any resulting agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

5.33 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the resulting contract may be cancelled by the City and the successful Respondent will be entitled to reimbursement for the reasonable value of any nonrecurring costs incurred but not advertised in the price of the supplies delivered under the contract, renewal, or otherwise recoverable.

5.34 Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all Respondents should be aware that Request for Proposals and the proposals thereto are in the public domain. However, the Respondents are requested to identify specifically any information contained in their proposal which they consider confidential, trade secrets, and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting or confidentiality laws that apply.



5.35 Compliance

All companies doing business with the City of Winter Park must do so in the English language and make proposals or other monetary quotations in U.S. currency. There shall be no customs, duties, or import fees added to the cost shown in the proposal. In the event of any legal disputes, the laws of the State of Florida and, where appropriate, the United States of America shall prevail.

Venue for any court proceedings arising out of or related to this RFP, or any resulting contract or purchase, shall be in a court of competent jurisdiction in Orange County, Florida.

5.36 Equal Opportunity Employment

The Respondent agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Each employee of the Respondent shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The Respondent agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 4082) (c)(2), or most recent.

By entering into this Contract, the Respondent becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Pursuant to § 448.095(2)(d), Florida Statutes, any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. Failure to abide by § 448.095, Florida Statutes, makes the Respondent liable for any additional costs incurred by the City as a result of the termination of the Contract pursuant to such statute.

5.37 Fair Labor Standards Act

Respondent is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

5.38 Unauthorized Aliens

The City shall consider the employment by Respondent of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended, and shall be considered a basis for determination by the City of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.



5.39 False Claims

If the selected Respondent is unable to support any part of its claim and it is determined that such inability is attributable to misrepresentations of fact or fraud on the part of the Respondent, Respondent shall be liable to the City for an amount equal to such unsupported part of the claim in addition to all costs to the City attributable to the cost of reviewing said part of Respondent's claim. The City and successful Respondent acknowledge that the "Florida False Claims Act" provides civil penalties not more than ten thousand dollars (\$10,000) plus remedies for obtaining treble damages against contractors, or persons causing or assisting in causing Florida Governments to pay claims that are false when money or property is obtained from a Florida government by reason of a false claim. Respondent agrees to be bound by the provisions of the Florida False Claims Act for purposes of any resulting agreement, and the work or services performed hereunder.

5.40 Reductions in Work

The City shall have the sole right to reduce or eliminate, in whole or in part, the Scope of Work, any Project, or any Service Authorization at any time and for any reason, upon written notice to the successful Respondent specifying the nature and extent of the reduction. In such event the Respondent shall be fully compensated for the work or services already performed, including payment of all Project-specific fee amounts due and payable prior to the effective date stated in the City's notification of the reduction.

The Respondent shall also be compensated for the Services remaining to be done and not reduced or eliminated on the Project. However, Respondent will not be entitled to compensation for services or work not performed or that are eliminated from any resulting agreement relating to this RFP by City.

5.41 Disclaimer of Liability

The City will **not** hold harmless or indemnify any Respondent or any of its agents, employees, or persons or entities acting on behalf of or at the direction of Respondent for any liability whatsoever.

5.42 Sovereign Immunity Reserved

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity or any other privilege, immunity or defense afforded by law to the City and its employees, officials and officers, including but not limited to, such sovereign immunity protections set forth in section 768.28, Florida Statutes.

5.43 Compliance with Occupational Safety & Health

Respondent certifies that all material, equipment, etc. contained in this formal solicitation, meets all O.S.H.A. requirements. Respondent further certifies that if awarded as the successful qualifier, and the material, equipment, etc. delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the day of delivery, all costs, necessary to bring the materials, equipment, etc. into compliance with the aforementioned requirements shall be borne by the qualifier. Respondent certifies that all employees, subcontractors, and agents shall comply with all O.S.H.A. and State safety regulations and requirements.



5.44 Severability

If any term, provision or condition contained in this RFP or in any resulting agreement relating thereto shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law, the remainder of this RFP or any resulting agreement relating thereto, or the application of such term or provision shall otherwise be fully enforceable.

5.45 Public Records

For any resulting agreement relating to this RFP, the successful Respondent shall be required to abide by the following provisions as to Florida's Public Records Law and requirements as set forth in chapter 119, Florida Statutes: Successful Respondent acknowledges and agrees that the City is a public entity that is subject to Florida's public records laws and as such, documents in Respondent's control and possession, including sub-consultants or subcontractors, relating to the Project and work and services performed for the City are subject to inspection pursuant to chapter 119, Florida Statutes, unless otherwise exempt, excepted, or a record does not meet the definition of a public record under applicable law. In accordance with section 119.0701, Florida Statutes, Respondent specifically agrees it shall:

- a. keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service or the work for the project;
- 6 provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or otherwise provided by law;
- 7 ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- 8 meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Respondent upon termination of the resulting agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to City in a format that is compatible with the information technology systems of the City. It is further agreed that any record, document, computerized information and program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Respondent and its employees, sub-consultants and associates related, directly or indirectly, to the resulting agreement, are likely considered to be Public Records whether in the possession or control of the City or the Respondent, including sub-consultants and subcontractors, unless an exemption or exception under applicable law applies. Such records, documents, computerized information and programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Respondent are subject to the provisions of chapter 119, Florida Statutes, and applicable retention schedules, and may not be destroyed without the specific written approval of the City Clerk. While in the possession and control of the Respondent, all public records shall be secured, maintained, preserved, and retained in the manner specified pursuant to the Public Records Law. Upon request by the City, the Respondent shall at its expense, within three (3) business days, supply copies of said public records to the City.



All books, cards, registers, receipts, documents, and other papers in connection with the resulting contract shall, at any and all reasonable times during the normal working hours of the Engineer, be open and freely exhibited to the City for the purpose of examination and/or audit. Since the City's documents are of utmost importance to the conduct of City business and because of the legal obligations imposed upon the City and Respondent by the Public Records Law, Respondent agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such are requested by the City, regardless of any contractual or other dispute that may arise between Respondent and the City.

Respondent hereby indemnifies the City concerning any claims, damages, suits, judgments, losses, expenses and penalties arising out of or concerning Respondent's and its sub-consultants' and subcontractors' violation of Public Records Law or this section, including for the City's attorneys' fees and costs at all trial and appellate levels.

IF THE SUCCESSFUL RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City Clerk, City of Winter Park, 401 South Park Avenue, Winter Park, Florida 32789; e-mail: cityclerk@cityofwinterpark.org; telephone no.:(407) 599-3277.

Additionally, the Respondent shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of work or services under any resulting agreement. All-time records and cost data shall be maintained in accordance with generally accepted accounting principles.

The Respondent shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance of work or services under any resulting agreement relating to this RFP and the date of final payment for said work or services, or date of termination of this Agreement.

The City reserves the right to unilaterally terminate any resulting agreement if the Respondent refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the Respondent in conjunction, in any way, with any resulting agreement or this RFP.

If Federal, State, County or other entity funds are used for any services or work under any resulting agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Orange, or any representative, shall have access to any books, documents, papers, and records of the Respondent which are directly pertinent to services or work provided or performed under any resulting agreement for purposes of making audit, examination, excerpts, and transcriptions.

The Respondent agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.



5.46 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

5.47 Lien

No lien or security interest in any City property may be created in relation to this Agreement.

5.48 Authority to Bind City

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with section 286.011, Florida Statutes (the Florida Sunshine Law), shall be required to bind the City to the terms of this formal solicitation. This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

5.49 Breach

Notwithstanding any limitation of warranty or remedy, the City reserves all remedies available under Florida law in the event of a breach of the terms of this RFP. Without limitation it will be a material breach if the successful Respondent delivers non-conforming goods or goods or services not reasonably fit for the intended purpose.

Notwithstanding any limitation of warranty, the successful Respondent warrants that the goods, services, and products sold or provided to the City will be fit and useful for the intended purpose for which such products or services were sold or provided to the City and the successful Respondent warrants that the goods and services are in conformance with the representation made during the RFP process or are of a quality consistent with the prevailing standard for similar products and services in the commercial market.

Unless otherwise prohibited by law, in the event the Respondent who is awarded a contract by the City is terminated or removed from further work by the City for a default in the performance under the resulting agreement, the City may, without commencing a new competitive procurement process and without waiving any rights or remedies against the defaulting Respondent, contract with the next highest ranked Respondent that is ready, willing, and able to complete the work or services if such is determined by the City to be in the City's best interest.

5.50 Limitations on Damages

If the Respondent is delayed in completing its services or work through no fault or negligence of its own, and, as a result, will be unable to complete performance fully and satisfactorily under the provisions of any resulting agreement relating to this RFP or any services authorization, then, in the City's reasonable discretion, and upon the submission to the City of evidence of the causes of the delay, the Respondent may be granted an extension of its Project schedule equal to the period the Respondent was actually and necessarily delayed, as Respondent's sole and exclusive remedy.



In no event shall the City be liable to the Respondent for damages caused by delays, impacts, disruption, acceleration, resequencing, mobilization, demobilization, remobilization, and/or interruptions regardless of the cause. Respondent expressly agrees that the foregoing constitutes its sole and exclusive remedy for delays in performance of the work or services, and Respondent expressly waives any and all other remedies for any claim for increase in any resulting agreement relating to this RFP's Contract price or sum, damages, expenses, losses, or additional compensation. Any submission to this RFP shall be an indication that Respondent has considered normal local weather conditions (daily and monthly variations) for the previous ten (10) years from the date of the submission as compiled by the National Weather Service and measured at the Orlando International Airport.

Respondent should consider and include the impact of weather conditions and inclement weather, including but not limited to, the possibility of hurricanes and tropical storms and related adverse weather conditions common to central Florida, for purposes of any construction scheduling, sequencing, and similar items in preparation of a submission. No claims shall be made or allowed upon the schedule impact or requirements of mobilization, demobilization, or remobilization due to local weather conditions.

IN NO EVENT SHALL THE CITY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL DAMAGES, DELAY DAMAGES, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, OR LOSS OF USE, OR COST OF COVER INCURRED BY RESPONDENT OR ANY THIRD PARTIES ARISING OUT OF THE AGREEMENT AND/OR CONCERNING THE PERFORMANCE OF SERVICES BY THE RESPONDENT OR BY THE CITY UNDER THE AGREEMENT OR UNDER A SERVICES AUTHORIZATION ISSUED UNDER THE AGREEMENT.

5.51 Ethics

The selected Respondent shall not engage in any action that would create a conflict of interest in the performance of the actions of any City official, officer, employee or other person during the course of performance of, or otherwise related to, this RFP or any resulting agreement or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

Respondent hereby certifies that no officer, agent or employee of the City has any material interest (as defined in section 112.312 (15), Florida Statutes), as over five percent (5%) either directly or indirectly, in the business of the Respondent to be conducted here, and that no such person shall have any such interest at any time during the term of any resulting agreement.

Respondents and the selected Respondent shall warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for Respondent to solicit or secure any resulting agreement relating to this RFP and that Respondent has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Respondent, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of any resulting agreement relating to this RFP. For the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability.



5.52 Dispute Resolution

Dispute resolution shall be by pre-suit mediation and litigation held in Orange County, Florida. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within fifteen (15) days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator, then the City shall select the mediator who, if selected solely by the City, shall be a mediator certified by the Supreme Court of Florida. No suit or other legal proceeding shall be filed until:

- i. the mediator declares an impasse, which declaration, in any event, shall be issued by the mediator not later than sixty (60) days after the initial mediation conference; or
- ii. sixty (60) days has elapsed since the written mediation request was made in the event the other party refuses to or has not committed to attend mediation. The parties shall share the mediator's fee equally. If pre-suit mediation does not resolve the dispute, then the dispute shall be resolved by litigation before the County Court or Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida. Each party shall bear its own costs and fees in any mediation and litigation arising out or concerning the Agreement, except as may be allowed pursuant to an indemnification provision of the Contract.

5.53 Procurement Decision

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. The City shall have the right to select who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject any Respondent who has previously failed in the proper performance of a contract or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. Additionally, the City, in its sole discretion, reserves the right to reject all Respondents and to resolicit, or not.

A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected Respondent. A recommendation of contract award does not constitute a contract. The award of contract to the selected Respondent is subject to City Commission approval and the execution of an Agreement with terms acceptable to the City.

The City staff makes recommendations to the City Commission, and the City Commission ultimately has the authority to award contracts, including the right to re-rank Respondents differently than recommended by the City staff.

5.54 Scrutinized Companies

- a. *Generally.* Pursuant to section 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of: 1) any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or 2) one million dollars (\$1,000,000.00) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract,



the company is: (a) on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes; or (b) engaged in business operations in Cuba or Syria. A violation of this subsection shall constitute grounds for the City to reject any bid or proposal submission and shall constitute grounds for the City to immediately terminate any resulting contract or agreement relating to same.

- 9 *Contract or renewal of contract for goods or services of one million dollars (\$1,000,000.00) or greater.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of one million dollars (\$1,000,000.00) or more that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) submits a false certification as attached herein or as may be otherwise required under section 287.135(5), Florida Statutes; 2) is currently or has been subsequently placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or 3) is currently or has been determined to be engaged in business operations in Cuba or Syria.
- 10 *Contract or renewal of contract for goods or services of any amount.* Proposer expressly agrees that, pursuant to section 287.135, Florida Statutes, the City shall have the exclusive right, at the City's option, to immediately terminate any contract for goods or services of any amount that is renewed or entered into on or after July 1, 2018, if the Proposer: 1) is found to have been placed on the Scrutinized Companies that Boycott Israel list; or 2) is engaged in a boycott of Israel.
- 11 *False certification.* If the Proposer submits a false certification as may be required under section 287.135, Florida Statutes, then the City shall have all remedies afforded by law, including but not limited to, the filing of a civil action as authorized in section 287.135(5), Florida Statutes, which expressly authorizes the payment of certain penalties, all reasonable attorneys' fees and costs incurred by the City, and all costs for investigations that led to the finding of false certification.

5.55 Electronic Signatures

In accordance with §§ 668.001 through 668.06, Florida Statutes, the City will accept electronically filed and signed documents in regards to execution of solicitations, contracts and contract related documents meeting the requirements as stated in the City's Procurement Policy.

5.56 Independent Contractor

Successful Respondent is, and shall be, in the performance of all work, services, and activities set forth in this RFP, an independent contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed as set forth herein or relating to this RFP or as part of any resulting agreement regarding this RFP shall at all times and in all places be subject to Respondent's sole direction, supervision, and control. The Respondent shall exercise control over the means and manner in which it and its employees perform the work or services, and in all respects the Respondent's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City.



The Respondent does not and shall not have the power or authority to bind the City in any promise, agreement, or representation except as may be otherwise expressly provided herein.

5.57 Tobacco-Free Campus

Proposer agrees that the performance of all work and services for the City shall be tobacco free. Accordingly, Proposer agrees that all of contractor's employees, agents, and those performing work and services for the City at the Proposer's direction or control shall refrain from utilizing tobacco in any form within or about any City parking lots, parks, break areas, worksites, and any other public property during the term of this Agreement. Proposer agrees that this is a material term of this Agreement, and the City shall have all available applicable remedies under Florida law in the event that this provision is violated, up to and including, termination of this Agreement.

For purposes of this subsection, the term "tobacco" shall include, but not be limited to, the following:

- 1) smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or e-cigarettes; or
- 2) utilizing chewing tobacco, plug tobacco, dip or other smokeless tobacco, snuff, or any other form of leaf tobacco product.

5.58 Background Check Verification

Successful respondent agrees to perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) ([FDLE CCH Website](#)) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the respondent. Respondent will certify that, in accordance with F.S. 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

5.59 Title IV Compliance

Title VI of the Civil Rights Act, 42 USC 2000, provides in Section 601, that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance." Respondent, for itself, its delegates, successors-in-interest, its assigns, and its subcontractors, and as a part of the consideration hereof, does hereby covenant and agree that:

- a. it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 USC 2000, set forth above;
- b. it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The failure by Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate as set forth below; and



- c. in the furnishing of services to City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex.
- d. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Contract and City shall have the right to immediately terminate this Contract in whole or in part, without liability, or seek such other remedies as City deems appropriate, including but not limited to suspension or debarment from future City contracts. In addition to City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation. Disadvantaged business enterprises are defined in 49 CFR Part 26. Respondent shall require that all of its subcontractors agree and comply with the requirements of this paragraph.

5.63 ADA Compliance

Respondent shall ensure that any and all deliverables provided to the City and the public, including any and all services provided on behalf of the City, complies with the applicable provisions of the Americans with Disabilities Act and any regulations promulgated pursuant thereto. For the purposes of this paragraph, services or deliverables offered via the internet or intranet, in digital format, or via another online or software platform must comply with WCAG 2.0 AA in order to be deemed ADA compliant. Respondent agrees to indemnify, defend, and hold the City harmless from and against any damages, sanctions, penalties, or awards claimed or awarded against the City, which claims, sanctions, penalties, or awards arise from or in connection with the acts or omissions of the Respondent in providing services and deliverables in accordance with this paragraph.

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SECTION 6: Required Forms

Respondents should use the following check list as a guide to assist in their submittal. This checklist is intended to be used as a tool; not a substitute for Respondents' obligation to read and understand the provisions of this Request for Proposals. Additional items may be required to be submitted by the terms of this Request for Proposals which are not listed below:

- Signature Sheet
- Drug-Free Workplace Affidavit
- E-Verify Affidavit
- Non-Collusion Affidavit of Prime Respondent
- Public Entity Crimes Affidavit
- Public Records Act Affidavit
- Background Check Verification

Sealed Proposal Label:

The label provided below, with all appropriate information completed, should be used for the proper processing of the RFP submittal. The label will facilitate the Procurement Office to properly handle the sealed envelope without revealing the contents until the solicitation is opened.

SEALED PROPOSAL ENCLOSED

Company Name: _____

Company Address: _____

Company Telephone Number: [Click or tap here to enter text.](#)

City of Winter Park
 Attn: Procurement Division
 401 South Park Avenue
 Winter Park, FL 32789

Solicitation No: RFP18-22

Solicitation Title: Lease & Reimagine City-Owned Building and Property at 460 E. New England Avenue

Solicitation Due Date & Time (EST): June 16, 2022 by 2:00 pm

Exhibit A



Old Library Site Reuse Task Force Recommendations & Findings

September 2019



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Executive Summary

The Task Force appointed by the City Commission of Winter Park was appointed on March 11, 2019 for the purposes of evaluating the reuse of the library site located at 450 East New England Avenue. Since its inception, the committee has held ten public meetings, interviewed numerous stakeholder groups, and solicited comment both at the meetings and through the city's website and social media.

Recommendations

The Task Force primarily recommends study of the feasibility and options of relocating a majority of City Hall to the old library site, either temporarily or permanently.

- Maintains the ceremonial heart of city function at the current City Hall site, while moving a low impact use to the old library site.
- Allows the property to be retained in keeping with public comment received regarding the site.
- This is a stated municipal need in the Five Year Capital Improvement Plan for the City of Winter Park.
- Provides an efficient and financially responsible way to provide temporary or permanent space sufficient for the office needs of City Hall.
- Offers the flexibility and opportunity to pursue the numerous interesting non-profit, arts, cultural, business, and educational ventures brought by the stakeholders and citizens.

Findings

- The city is fortunate to have many services and offerings available provided by government, private market, and non-profit partners. While there are no crucial holes in service offerings in the city, there may be interesting gaps that the city could explore accommodating through its existing assets.
- The old library site offers numerous opportunities but the question of purpose of the site from a financial standpoint should be reviewed. Determining if the purpose of the site is to maximize financial return or utilize the site for a community purpose, would greatly simplify any ultimate choice of use.
- While the primary recommendation is studied, continuing efforts to formulate consensus through public outreach, are encouraged.



Task Force Members

The City Commission appointed five members to the Old Library Site Reuse Task Force. Together they represent over 125 years of residency in the city along with their career highlights and accomplishments.

Miguel de Arcos

Managing Partner at Central Parc Group Commercial Real Estate Development

Winter Park Resident for 23 years.

John Caron

Former Chief Marketing Officer for Darden and Past President of Olive Garden

Winter Park Resident for 17 years.

David Lamm

CEO Lamm & Company Partners

Winter Park Resident 30

John “Jack” Miles

Former Secretary of the Florida Department of Management Services. Member of the Executive Advisory Boards of DocuSign Inc and Global Mentor Network.

Winter Park Resident for 19 years.

Marjorie Bekaert Thomas

President of Ivanhoe Broadcast News

Winter Park Resident for 37 years.

Staff Liaisons:

Kyle Dudgeon, Assistant Division Director Economic Development/CRA

Jennifer Kissel-Guittard, Budget Analyst

Peter Moore, Division Director of the Office of Management & Budget

Description of Site & Study History

Site Description Details

The old library site, located at 460 E. New England Avenue, is 1.75 acres in size with an approximate 33,000 SF building on the site. A description of the site and its applicable details related to zoning and land use, are located in Appendix A.

Former studies and findings

The Task Force reviewed a number of previous studies and efforts related to the site in order to build context and a better understanding of former concepts. A brief explanation of these documents as well as a link to all documents utilized by the Task Force during the study period are located in Appendix B.

The 2019 Site Appraisal

The 2019 Appraisal was completed by Meridian Appraisal Group and provided two values for the property. The first valuation of the property at \$8.7 million, was based on selling the property for its highest and best use which according to current zoning would be luxury condominiums. Under the R-4 zoning, the size of the property could be expanded to over 70,000 SF and with the addition of a parking deck, forty-one condos could be built on the site. If the property was sold as-is, then the value would be \$3.2 million. This appraisal highlighted the difficult of the site to generate considerable revenue from a sale unless it was used for more denser applications. Currently the R-4 zoning is a grandfathered use at the site, but has been removed from the zoning code and will no longer be allowed in the future. The lower valuation reflects the market reality of needing to provide substantially more parking and renovation for a traditional office user of the existing structure.

While appraisers are required to deliver an opinion on highest and best use in dollar terms, an appraisal should not be viewed as an endorsement for any development type but a framework to understand relative value. Put simply, if the property was to be used for another use, or a lesser intensity, then the sale value would decline.



Public Comment & Stakeholder Review

Citizen and public comment was solicited at all ten public meetings as well as provision for comments advertised through the city's website and social media. Numerous public comments were made in person or through email regarding the efforts of the Task Force and those have been summarized in Appendix C.

The old library site played quite strongly in the memories and nostalgia of many people in the city. Often expressions of happy times spent at the library were expressed. Overwhelming, most public comment related to maintaining some sort of city control over the site. It was unclear as to whether the passion for the site meant the building and land, or if just retaining ownership of the land was important. Few people spoke to any aesthetic benefit of the structure, but many did speak to keeping property for city and community use. Many non-profit or social services related functions such as, museum space, theater, seniors programs, youth activities, branch



library, business incubator, event center, restaurant, additional park greenspace, and rooftop venue were all mentioned.

As part of the Task Force process some stakeholders contacted the Task Force while others were asked to attend. Often these groups were suggested because of their historic association with the property or because they were experts in fields related to areas of potential use.

Below are summary highlights of stakeholders that provided information or presented at public meetings regarding their interest or opinions related to the site. These summary highlights have been approved by the stakeholders and the dates of attendance have been added so that an interested reader may access minutes associated with the meetings or request public audio recordings.

Winter Park Public Library (May 22, 2019)



The Winter Park Public Library (WPPL) represented by Interim Director Cynthia Wood and Assistant Director Sabrina Bernat, attended the public meeting to address Task Force member questions regarding any potential needs of the library. The WPPL stated that the process of developing the new library space at the Canopy will be more than sufficient to meet their needs and is being designed to accommodate future growth so they do not foresee any need for maintaining space at the old

library site location. The Task Force had received public comment that perhaps a branch location could be maintained at the old library site location but the WPPL stated that it would create operational difficulties for staffing, create additional costs to support both locations, and would still require significant funds to renovate the old site to make it usable over the long-term.

Parks & Recreation Department (June 5, 2019)

The Parks & Recreation Department of the City of Winter Park was represented by Parks & Recreation Director Jason Seeley and Family Services Manager Cathleen Daus. The Task Force asked the Parks Department to attend in order to gauge the interest in adding to park space as well as better understanding the social programs offered to all ages by the Parks Department as there had been public comment regarding creating space for senior programs. The Parks Department stated that the concurrency requirement for parkland in Winter Park was that 10 acres of greenspace should be provided for every 1,000 residents. Currently the city is exceeding that goal with a ratio of 13.1 acres per 1,000. They also stated that the ten-to-one goal is already considerably higher than the area norm which tends to be half that figure. In addition to Dinky Dock Park across the street from the old library site, there are two more parks just to the east on Fairbanks/Aloma and then Central Park just a few blocks to the west. With the proximity to the main road of Fairbanks, and limited parking availability nearby, making it a visited park space would also be difficult. They did mention that beautifying the view shed along Fairbanks would be a good idea and creating that connectivity along the north side for pedestrian traffic, would be advisable. If the goal of adding parkland was of significant interest then they suggested that if the site is sold, the proceeds could go to benefit or expand existing parks, or purchase additional parkland elsewhere.

In response to Task Force and public comments about programming provided by the City of Winter Park, the Parks Department stated that they had not had any space

constraints in their ability to offer programs at the existing Community Center and they also provided a summary of the programs they offer. Much like the WPPL, they said that trying to split program offerings between the existing Community Center and the old library site would incur significant staff costs as well as renovation funding to make the split site programming work. Currently the Community Center recovers half its annual operating cost of \$800,000 and this is considered quite good in the industry.

Rollins College (June 19, 2019)

Rollins College has often been discussed as a logical buyer for the old library site. The proximity to their campus and existing portfolio of properties make it a convenient location. The Task Force invited Ed Kania, Vice President of Business and Finance & Treasurer for the college to attend and comment on the site. Mr. Kania stated that Rollins had no plans to purchase the property and that they rarely entered into long-term leases, generally preferring to buy property outright. He stated that the school is currently in the midst of their longer term capital planning which included the new dorm and parking garage construction, expansion of the Alford Inn, as well as their plans for the Innovation Triangle, which could potentially include them moving The Crummer School and the Cornell Museum to their property holdings at the Lawrence Center site. They stated that all their parking needs for this project should be accommodated by freed up spaces in the SunTrust parking garage and that they may end with surplus spaces that could be considered for municipal use. Mr. Kania also said that he could see Rollins partnering with the city in innovative town-and-gown projects and programs dealing with the arts, businesses, or incubators, but that he did not have any specific suggestion at this time.



Winter Park Historical Association (July 17, 2019)



Susan Skolfield, the Executive Director of the Winter Park Historical Association came and spoke to the Task Force. Currently the Historical Association has about 17,000 visitors annually and is provided 1,000 SF at the Farmers' Market for their exhibition area and has office space provided by the Morse-Genius Foundation just off of Interlachen Ave. She stated that they would prefer to remain in their current location as they are concerned that attendance at the museum would decline if they were not in close proximity to the higher traffic areas of Park Avenue and the Farmers' Market. However, they added that if they had additional space at the old library site, then they would consider a permanent exhibit space of about 1,000 SF in addition to their space at the Farmers' Market. If they had to relocate, having 2,500 SF of space would be helpful to them so that they could have a permanent display space of 1,000

SF, a rotating exhibit space of 1,000 SF, and 500 SF for workspace and a meeting room.

City Management (July 17, 2019)

City Manager, Randy Knight, attended at the request of the Task Force to address any municipal needs that the current site could accommodate. Mr. Knight said that a new or renovated City Hall is the only municipal need listed in any long-term plans and that the library site could likely accommodate some or all of the current functions performed at City Hall. There have been proposals in the past to look at rebuilding a denser project on the City Hall site that would allow for refurbished office space but also add some retail elements to the block. While this would aid economic activity in the area, it would likely be controversial. Staff has looked into potentially relocating some functions to the old library site but has not performed in-depth study on this option. The square footages of the two properties are similar and most of the functions in City Hall could be run out of the old library site while potentially preserving the ceremonial features, like the Commission Chambers, on the current City Hall site. The city's Capital Improvement Plan has \$12.5 million identified for City Hall but with recent voted debt service issued to support the Canopy, the likelihood of additional voted debt passing, is low. If the old library site renovation is accomplished for about \$5 million, the city can raise \$2.5 million in debt without a referendum and fund additional improvements from reserves.

Winter Park Playhouse

Staff held conversations with the Winter Park Playhouse and while they liked the site as a prospect for a build-to-suit, where they would demo the existing building and build a theater as well as partner with other non-profits. Unfortunately, their 2-3 year timetable for needing new space would not match the city's availability for the site and so they declined to pursue the property at this time.



Edyth Bush Charitable Foundation

David Odahowski, President and CEO of the Edyth Bush Charitable Foundation, attended a number of the Task Force meetings and submitted a letter with his thoughts regarding the site. His letter outlines some questions the city would need to consider especially as it concerns utilizing the site as a haven for non-profit groups. These thoughts included concerns about how would selection of non-profits be evaluated, what kinds of non-profits should be pursued, the financial constraints of non-profits to pay market rent, and the public relations difficulty of removing non-profits if lease terms were not met. Overall, he stated that the current property is unremarkable and any reuse of this property should take into consideration its contribution as a gateway into the downtown. A copy of that letter is attached as part of Appendix C.

Development Community

The Task Force did not receive any in-person presentation from the private market or development community but did receive some email and telephone inquiries. The developers that built the Douglas Grand at New York and Morse, called and said that they would potentially be a buyer of the site with the intention to refurbish the existing building, turn the first two floors to office, and provide some sort of residential concept on the third floor. They did not offer a price but did disclose that they thought somewhere within the range of the appraisal was agreeable. City staff also received inquiries from a tenant looking to renovate the building to become a two story climbing gym. The Task Force declined to recommend moving forward with any public solicitation that could gauge private market interest, preferring to review municipal and community concepts first, as public comment regarding the property, consistently argued against selling the site. Ground leases were also discussed by the Task Force, however a lease would need to be for forty years or more to be considered comparable to an outright sale.

The Exchange (August 28, 2019)



A group represented by John Rivers (owner of 4Rivers), John Rife (founder of East End Marketplace), Wade Miller (architect with ACi), and Tracy Liffey (owner of New General) presented a concept for a multi-leveled program and business model that would include community gathering spaces (food, café, retail, art and theater), office co-work space and rooftop amenities. Their idea grew out of volunteer meetings that they coordinated with nine other

community and business leaders/entrepreneurs across disciplines of private business, education, non-profit, technology, design, and architecture. They stated a need for an indoor place in Winter Park to gather, work, interact and share ideas. Their concept is to adaptively reuse the existing Library building, programming the space with market-driven monetary “anchors” such as a restaurant/food hall, café, retail, book store, art gallery and office space (City Hall, offices/Co-Work) to support art and culture programming such as a community theater and arts space, maker space, skill-building incubator space, lending library, history museum and teaching garden. Because of the cost of space along Park Avenue is so high, they felt this space would provide multi-generational entrepreneurs opportunity to test innovative concepts in a supportive market environment. They also suggested utilizing the rooftop to collect solar energy, become a teaching garden space, and provide a public view of the surrounding landscape. They suggested several parking options, namely shared/leased spaces with Rollins/Alfond, existing surface parking, or the addition of a 2-story lined parking structure along Fairbanks. They stressed the above uses are financially viable markets that are underserved in Winter Park and can ignite new community driven destinations in this and other potential redevelopment locations throughout Winter Park. The group suggested the Task Force consider this concept

and further explore it to determine its viability and develop more specifics of how the building can fit and function with this proposed business model. A copy of their presentation to the Task Force can be found by following the historical files link located in Appendix B.

Winter Park Day Nursery (September 11, 2019)

The Winter Park Day Nursery attended and explained their operation and perceived interest in the old library site. They provide childcare services to sixty-four children out of their existing site to families that either live or work in Winter Park, with the majority being at or below 200% of the poverty line. They have been constrained by space and often have a waiting list that exceeds their total capacity. At 5,000 SF, they are looking to expand to 10,000 SF as well as approximately 2,000 SF for an outdoor playground area. They said that their interest in the existing site is flexible and that they would be happy to take up space in the existing old library building, or partner with other non-profits and demolish the existing building and build-to-suit. They indicated that they would be willing to discuss a lease of the land and that they did not need to be the owners of the property. They also disclosed that they had spoken in past years with the Winter Park Playhouse about the synergies of partnering together at the site, as their services normally conclude by the time the Playhouse would become active at the site, thereby reducing parking demand.





Examination of Uses

The Task Force discussed many types of uses that could potentially be located on the old library site and debated the feasibility and constraints of these different options.

Retail

Retail vacancy rate in Winter Park is one of the lowest in the region at 3.4% and an average lease rate of \$32.06 per SF. Compared to the Metro area's rate of 4.5% and lease of \$17.56, the city commands a premium and this use could do well in the city. However, like many of the other uses, parking, noise, and traffic flow could become a problem. In addition, there is little adjacency to the major shopping node of Park Ave. and retail may struggle to attract foot traffic at this location. Most retail concepts are successful because of adjacency to other food uses, and restaurants would aggravate the negatives of this site for retail. Like office, parking would have to double to accommodate code; however, a careful look at tenancy may mitigate noise pollution. If retail use was desired, the city could still retain ownership through a long-term ground lease or have the improvements managed and rent the property directly.

Restaurant/Food Hall

Winter Park is well known for being a restaurant and dining location and a number of public comments were received about food related activities at the site. While restaurant and food hall concepts certainly fit within the dining niche that largely defines Winter Park and could be easily accessed by both Rollins College and the Alford Inn, the location poses some difficulties, such as parking constraints, proximity to neighbors, and traffic flow. The parking constraints would need to be addressed, as a single restaurant user would not need the entire 3-story building, there would be other tenancy needing parking spaces that the existing sixty-eight would not be able to accommodate. The building could be removed and a single restaurant built on site, that would correct the parking issue, but the impact to neighbors would still be a concern and the cost to a potential buyer to purchase the property for a single tenant restaurant would be prohibitive.

Event Space

Some public input reflected the desire to consider this location as additional event space. Overall, event space in the city is limited, and any venue close to the downtown would likely do well. However, the property suffers the same constraints that parking issues, noise, hours of operation, and traffic flow would bring.

There were public comments about the concept of utilizing the roof of the existing structure to provide a rooftop venue space. This could be coupled with any of the other uses and provide potential event and gathering space, with a view. Unfortunately, the structural engineers that were part of the roof expansion third floor, indicated that the roof was not designed to ever hold any weight and that numerous, significant improvements would need to be made all throughout the core structure of the building, affecting the trusses, stairwells, elevator shaft, columns, and foundation of the building. Beyond the practical considerations of trying to retrofit



the building, the issues of noise and parking would still remain and need to be addressed.

Luxury Condos

Luxury Condos or high-end residential housing was listed in the appraisal as the highest-and-best-use option to maximize return on a sale of the property. However, the scale of any property built to R-4 zoning caused concerns for the Task Force. While residential condo use would provide the smallest parking impact and fit within the density of the Alford Inn just to the west it would be difficult to retain any control or ownership over the property as residential projects are difficult on a ground-lease format.

Office

Office Class	Winter Park			Metro Orlando Area		
	# Units	Vacancy %	Rate per SF	# Units	Vacancy %	Rate per SF
A	8	3.7%	\$ 26.36	228	7.3%	\$ 27.13
B	159	2.8%	\$ 28.15	3,411	7.3%	\$ 20.37
C	416	2.7%	\$ 21.53	5,262	4.8%	\$ 18.53
Total	583	2.8%	\$ 25.83	8,901	6.6%	\$ 21.32

Winter Park has one of the lowest vacancy rates (2.8%) coupled with one of the highest lease rates (\$25.83 per SF) in the Metro Orlando Area. With a lack of Class A office space (1.4% of total) and an aging office inventory, new office in Winter Park would be marketable. Additionally, office offers a lower impact of use based on peak demand hours as well as quantity of visitors and impact on traffic. Due to the lower peak demand parking requirements, the fact that most office users have left by the evening hours, and that traffic flow and noise pollution would be light, office would work well at the old library site. Despite the lower parking impact, office still requires about four parking spaces per 1,000 SF of building space. With 68 current spaces, the number of spaces would have to be doubled to attract most conventional office tenants. If office use was desired, the city could still retain ownership through a long-term ground lease or have the improvements managed and rent the property directly.

Greenspace/Park

With the city's association and focus on parks, it is conceivable that simply demolishing the existing building and providing greenspace, is an option. As mentioned previously, the city already exceeds its desired greenspace standard and there are other park locations nearby. However, turning the site to greenspace is probably one of the cheapest ways to retain ownership of a site where no clear immediate need has been determined for its use. It would cost approximately \$70,000 - \$120,000 to demo the building and sod the lot. This would be the most inactive use of space, so traffic, parking, and noise are not an issue.



Municipal Uses

City Hall is approximately 30,000 SF and is listed in the city's Capital Improvement Plan as a long-term project estimated to cost \$12.5 million. The old library site could provide either temporary or permanent space of a good portion of City Hall's space needs, while being a low impact user of the site. This would also offer flexibility to reimagine the current City Hall site and take advantage of monetizing the better asset. Moving portions of City Hall to the old library site would still require addressing parking concerns, however the demand for parking needed by City Hall would be about eighty – ninety spaces. Noise pollution would be similar to regular office use and traffic flow would be light. This would also allow the city to keep both sites under ownership and provide a credible use of the scale of the property at the old library site.

Incubators/Accelerators

These business concepts are often developed in an attempt to create entrepreneurial activity, lower barriers to entry into a market, provide educational and business assistance, and develop networking opportunities. Many incubators already exist in the region, the largest being those provided by UCF and their many satellite locations throughout the Orlando Metropolitan Area. Often they are structured as public-private partnerships, or sponsored by educational or large private companies. They typically require significant subsidy to operate and also require onsite management staffing. While an incubator could certainly fit within one of the floor plates of the existing library structure, a sponsor would be needed to make this option viable. If Winter Park desired to launch its own incubator, inquiries with the larger institutional players such as Rollins, Full Sail, Advent Health, or some of the non-profit foundations, would need to be made.

Throughout the region there are a number of existing incubator, accelerator, and co-work concepts. The following chart outlines the majority of the major sites and their locations.

Central Florida Incubator & Accelerator Space

Name	Type	Location	Name	Type	Location
Seminole State College Business Incubation Program	Incubator	Sanford, Florida	Co.World (Canvs)	CoWorking Space	Winter Park, Orlando
Florida High Tech Corridor	Accelerator	Heathrow, Florida	WeWork	CoWorking Space	Winter Park, Orlando
InBIA (International Business Innovation Association)	Accelerator	Orlando, Florida	Regus	CoWorking Space	Winter Park
Starter Studio	Accelerator	Orlando, Florida			
Orlando Tech	Accelerator	Orlando, Florida			
Prospera	Accelerator	Orlando, Florida			
National Entrepreneur Center	Incubator	Orlando, Florida			
University of Central Florida	Incubator	Apopka, Daytona Springs, Kissimmee, Orlando, Winter Springs			
			*Source: Florida Trend, Florida Business Incubator Association		

Social Services

For the purposes of classification, social services discuss those types of use that are encompassed by youth, adult, and senior programs. This may mean children's programs, senior events and activities, community sporting and recreational areas, health and fitness, and community aid. The city already provides a robust number of programs for all ages at the Community Center as well as health, fitness, and recreational options throughout the numerous playing fields and athletic venues. The recently completed Center for Health & Wellbeing also offers a host of fitness and wellness options and is just up the road from this site. The Parks Department also mentioned that trying to offer additional services at another location would cause additional cost and operational difficulties. While social services are of community benefit, there would be little opportunity for financial sustainability and if the city retained ownership of the property and provided space for services, those would have to be actively managed and maintained. In an attempt to look at proximity of services and area offerings, the map below shows the immediate adjacency of the municipal, religious, cultural, and institutional partners that already offer services in the area.



Site Constraints & Concerns

The Problem with Parking

Parking remains perhaps the biggest impediment to any re-imagining of the old library site. With only sixty-eight spaces currently provided, the existing building with 33,000 SF of space only has a parking ratio of two spaces per 1,000 SF of space. Any redevelopment of the site would require a renovated or new building to meet parking code. At a Floor-Area-Ratio (FAR) of 45%, the constraints of parking for a traditional office user desiring a four to one ratio would only allow a building of 15,000 – 20,000 SF with surface parking.

Previous work done through the 2015 study by the WPPL or rendering concepts by local architects, have all looked at the possibility of providing a parking deck or garage fronting Fairbanks. This would allow the existing sized structure to potentially be within code but may cause issues with FAR rules as parking structures are counted towards FAR requirements. There is an exception that parking that is for public use, would not count towards FAR requirements, however the parking used to meet code requirements of any user, would still be included. In addition to the code issues related to structured parking, the presence of a deck would add massing along Fairbanks Avenue and limit landscaping and greenspace connectivity along the north side of the road.

In 2018, the City Commission amended the parking code to allow developments to use available parking capacity in other lots or areas to count towards requirements as long as they are within 750 feet. Unfortunately, there is limited parking availability that is not already spoken for with the Alford Inn next door and Rollins College's new garage to the south of Fairbanks. It is likely that the SunTrust garage, also owned by Rollins, could have available spaces for lease once the college's redevelopment plans are completed, however that garage is just outside the parking code radius at 850 feet.

If there is any desire to attempt to create more parking at the old library site for any potential reuse, there are a couple of options that could be considered:

- a) Construct Structured Parking: This is expensive at \$20,000 – 30,000 per space, and would add massing to the property while creating potential conflicts with code as it relates to maximum FAR. However it would be the most effective method of providing convenient required parking space.
- b) Add Surface Parking: The existing site has significant hardscape areas that could be reduced to potentially add an additional 14-16 spaces. While this does not get near the four to one ratio that is often minimally provided, it would add some new space at almost no cost.
- c) Change the Parking Code: The code was expanded last year to allow 750 feet, adding 100 feet would allow the site to access additional capacity in the SunTrust garage. While this is simple in suggestion, it may be difficult to effect as other impacts city-wide would need to be considered. Additionally the



distance to the parking would allow reuse to meet code, but it may not end up being utilized due to its inconvenient distance.

- d) Partner with Hotel Valet: Perhaps viewed as a mitigating factor, it may be possible to explore if the valet offered at the Alford Inn next door could be utilized by any user of the old library site. This would be a convenient partnership but it would have to be considered whether this could count toward any code requirements.

Traffic & Noise

After parking concerns, hotly debated issues of traffic and noise pollution, remain a concern. With Fairbanks Ave., being a state road controlled by the Florida Department of Transportation (FDOT), the local ability to make any structural changes, is limited. Adjacent to the site, sits residential single-family homes for which traffic impacts and noise pollution are a real concern. Unfortunately, there is little that can be done to mitigate noise and traffic issues other than carefully considering which types of uses would bring the least amount of impact to the area. Uses such as Retail, Event/Performance, and Restaurants would likely create peak parking and traffic concerns, and the hours of operation could have unwelcome noise impacts during the evenings on the nearby residents. Uses such as Office, Residential, and Municipal, would have lower impacts and would likely cause less interference.

It should be noted that currently, about 700 people a day do visit the old library site, even with its limited parking. In addition, a major hotel sits across the street and actively runs a valet and many special events. This is an area of town that is used to a certain level of activity and any considered use should be evaluated on being better or worse than the current situation.

"Unremarkable" The Existing Building

The existing 33,000 SF building has been called unremarkable in its architecture. Not ugly, but not anyone's favorite either. Built in 1978, it has some different design features that make the existing 33,000 SF less efficient. Wall angles that are more or less than 90 degrees, create odd interior spaces, and the pass-through circle which used to house the tree growing in the middle of the building, causes noise impacts between the floors and uses up floor space. The exterior may also need to be updated and additional windows would add more natural light. It is unclear from public comment received if the passions regarding keeping the property pertain to the building itself or just to the city retaining ownership of the land. If the building is to be kept and reused, the constraints of the building design may limit function and also the value of the leasable space.

Contrary to the concerns mentioned, there are niche markets and uses that like to take authentic structures and repurpose them. Farmers' Markets and Food Halls are notably for doing this and there may be users of this site that would find it appealing.



Task Force Recommendation

The Task Force primarily recommends study of the feasibility and options of relocating all or a portion of City Hall to the old library site, either temporarily or permanently. Of all the needs presented, the renovation or rebuild of City Hall was the only reuse that provided financial sustainability, sufficient occupancy to utilize the existing site, mitigated many of the constraints at the site, still preserves opportunity for viable partnerships, and was an existing stated need.

- **Stated Need & Financial Considerations:** A rebuilt or renovated City Hall is listed in the 5-Year Adopted Capital Plan and estimated at a total of \$12.5 million. Reviews by Lamm & Co as well as historic studies have estimated that \$4.5 - \$5.5 million may be sufficient to renovate the existing old library site for generic office use. These were not formal estimates but provide general guidelines for the scope of any rehabilitation and factors such as associated landscaping, parking, technology, and exterior façade changes, would all add to this amount.

At about \$5 million, providing office space at the old library site would cut in half the planned capital cost of providing for City Hall's future accommodation. With the recent passage of additional voter debt service to fund the Canopy project, it is unlikely that any new voter debt would be feasible in the near future, and funding \$12.5 million in improvements would deplete reserves.

- **The Right Fit:** Many suggestions brought forward by the community and various stakeholders required only smaller portions or pieces of the site to accommodate their stated interests. At 33,000 SF, the old library site is a large facility to program for any use that does not involve turning the property over to the private market either through sale or lease. City Hall's comparable size, and some preliminary space needs study work, shows that much of the city's functions (excluding the chamber) could be accommodated at the site with approximately 4,000 to 5,000 of SF of unassigned space left over. This space needs fit should not be considered a final plan but rather an attempt to see if the majority of the office functions of City Hall can be accommodated at the old library site. If the recommendation of this Task Force is taken to move forward with further investigation, the specific details of the feasibility of the relocation of offices and functions can be further explored. The space needs fit study is attached as Appendix D.
- **Mitigates Site Constraints:** City Hall, as an office user, would be a low impact use and improving upon traffic, noise, and parking at the old library site. Given that the library current receives about 700 visitors daily, relocating City Hall would actually be a reduction in overall traffic impact to the area. With approximately sixty-five to seventy-five employees on site at any one time, the limited parking capacity would be tight but could accommodate function. Some examination of the current hardscape at the old library site could also



yield about fourteen to sixteen additional parking spaces bringing the total available to about eighty-four. This would provide enough space for employees as well as visitors. The issue of noise and proximity to neighbors is also improved as City Hall functions predominately between the weekday working hours of 8 AM to 5 PM.

- **Retains the Property:** Utilizing the old library site for City Hall allows the property to be retained for municipal use and fits within comments received by the public. Through public comment and email, a predominate theme was that the site should not be sold but retained for some public/community use. While many comments could be considered expressions of fear of change, a number of interesting proposals and uses were submitted for consideration, and examining these options seems important to the community.
- **Honors History:** City Hall site is a contributing building on the national register of historic places. Keeping a portion of City Hall, either architecturally, ceremonially, or functionally at the current City Hall site honors the history of City Hall at its current location while moving the back of house functions of running the city, to the old library site. Careful consideration of how this is actually handled, as complete space needs studies and managerial discussions regarding how to optimize city functions when portions of City Hall are split to multiple locations, may effect what portions can move and which should stay.
- **Preserves Flexibility:** Whether City Hall moves temporarily or permanently to the old library site, exploration of this option preserves the ability to be flexible in continuing to pursue partnerships and shared use concepts brought forward by the community. Not only is there potential for shared use with City Hall at the old library site, dependent upon the space needs required, but it also allows the City Hall site to be considered as part of the solution when it comes to considering the best use of city assets and community good. Having two sites to consider allows uses to be placed where they are most feasible and beneficial to the city and its stakeholders.

The Task Force proposes looking at two potential scenarios:

- Temporarily relocate City Hall functions to the old library site while the existing City Hall is renovated. The availability of swing space allows municipal functions to continue with limited disruption while maximizing the efficiency of renovating the existing site without having to work around employees in an occupied building. Minimal investment could be made into the old library building to make it functional while City Hall is renovated.
- Permanently locate most of the functions of City Hall to the old library site while retaining the ceremonial heart of the city at its traditional location. At similar sizes, the old library building could likely accommodate the office needs of City Hall, while the entry features, some offices, and Commission Chambers



could be retained at the current City Hall site. It is also conceivable that a floor or half a floor would still be available in the old library building to accommodate community partner uses that would mix well with City Hall functions, such as a museum, bookstore, incubator, or art display space. This locates a low impact tenant to the old library building, mitigating concerns about parking and noise, retains both sites under city ownership, and provides flexibility to continue to explore partnership and community improvement opportunities at the old library and City Hall sites.

The Task Force proposes the following Next Steps:

- Perform studies to determine the renovation scenarios and space needs options available for the temporary and/or permanent relocation of City Hall. This will lay the groundwork for applying solid data to the operational and financial considerations of this recommendation.
- Determine policy guidelines from the City Commission regarding the issues that are outlined in Task Force Findings.
 - Interesting Gaps
 - Financial Flexibility
 - Continued Public Dialogue

Task Force Findings

Interesting Gaps

The Task Force found that there was no single gap in the community offerings already available in the City of Winter Park that the old library site needs to accommodate. Greenspace already exceeds requirement. Numerous non-profits, religious, and municipal sources already provide active children, adult and senior programs. The city is in excellent financial standing with reserves expected to top \$15 million in the city's General Fund or over 26% of annual reoccurring operating expenses, so there is no pressure to maximize the profit on the property. Similarly, no compelling need was brought forward that any sale of the property could support. Many residents and stakeholders brought forward ideas for concepts that may be interesting, but few of them were viable on their own without significant subsidy and most only needed smaller portions of the existing site to be able to function. Making the suggestions become reality would require a model for their viability and a champion to push them forward.

This highlighted for the Task Force, the presence of these many interesting options that still need to be explored but were not viable on their own. If City Hall moved to a portion of the old library site, perhaps there are other non-profit, educational, or institutional partners that could share remaining space. As highlighted by The Exchange proposal, there are interesting ways to reimagine both the old library and current City Hall site that would facilitate the arts, culture, education, dining, and attractive gathering places that were desired by those that made public comment. However, absent a large tenant, such as City Hall, the ability to sustain a building as large as the 33,000 SF of the old library, is difficult.



Financial Flexibility Determines Use

Policy direction on the purpose of the old library site will greatly facilitate the ability to determine the best use and make efficient use of public process. All of the discussions regarding arts, culture, non-profit, and educational uses are unlikely if financial gain is paramount. This creates a decision tree depending upon the choice to maximize profit or maximize purpose. Uses such as selling the property, or putting the property out for public bid on a ground lease, would yield the greatest financial return. However many of the alternative interesting purposes proposed by stakeholders and the community such as arts & culture, social services, and incubators, all require a willingness to fund some degree of subsidy. To narrow down the issue of need, the issue of financial support needs to be addressed. Does the city desire to maximize or at least break-even in any venture involving the site, or is the city willing to greatly subsidize uses for the purpose of realizing some community benefit? Clearly any proposed use has nuances that influence financial sustainability, however the diagram below makes a general classification of where they might fall.

Continued Public Dialogue

Many uses brought forward by the community deserve continued exploration. Continuing conversations with non-profit partners or business groups like The Exchange, could be facilitated concurrent to investigating the feasibility of moving City Hall. Whether it is determined that moving City Hall should be temporary or permanent, the city will still have public assets available to continue to pursue the options brought forward by the community. This could be community workshops once preliminary findings are concluded or asking stakeholders to present concepts to the Commission.

Appendix A - Site Description Details

Overview

The old library site is located at 460 E. New England Avenue in Winter Park, FL. The current zoning of the property is R-4 which is a discontinued use in the zoning code but is grandfathered on this property. The general information is sourced from the Orange County Property Appraiser and City of Winter Park.

General Information

Acreage (Sq. Ft.)	1.75 (76,127)
Building Size (gross)	33,794
Building Date	1979
Zoning	R-4
Future Land Use	Institutional
Height	3 stories (existing max is 55 feet)
Floor Area Ratio	200%
Existing Parking	68 spaces
Ownership Type	Deed (no restrictions known)
Traffic Counts	~35,000 ADT (East Fairbanks)
Assessed Value (2018)	\$6,078,602





Appendix B - Former studies and findings

The Task Force reviewed a number of documents related to the site and past study efforts. These documents included:

- The 2014 renovation estimate provided by Douglas Company
- The 2015 Library Task Force Report
- Excerpts from the 2009 Plan the Possibilities
- Some site planning concepts provided by ACi in 2014

These documents as well as all documents that the Task Force had access to are electronically available at:

<https://wpclouds.cityofwinterpark.org/index.php/s/8xMQ8WQwMkm518O>

In 2014, The Douglas Company provided an evaluation for the estimated cost of renovating the library site. Total renovations were valued at \$5.1 million. This provided the Task Force an early look at the cost considerations of fully renovating the site.

In 2015, a library task for was commissioned to make recommendations on the need, location, costs, and funding strategies for a new or remodeled library facility. Final recommendation by the committee was for 50,000 square feet of space and location to be moved to the north sector of the Civic Center/Martin Luther King Jr Park site. The report also discussed numerous other options such as building a larger building on site and adding a parking deck, as well as looking at concepts for how the City Hall site ties into the project. Probably the most comprehensive effort related to the site, this report also included summaries of numerous social and educational programs currently provided in the region.

Plan the Possibilities was an attempt to masterplan the location and needs of major venues such as the Library, Post Office, City Hall, and various city land holdings. Pertinence to the current Task Force is limited but provides some context that issues regarding the location and use of assets in the city has been under consideration for some time.

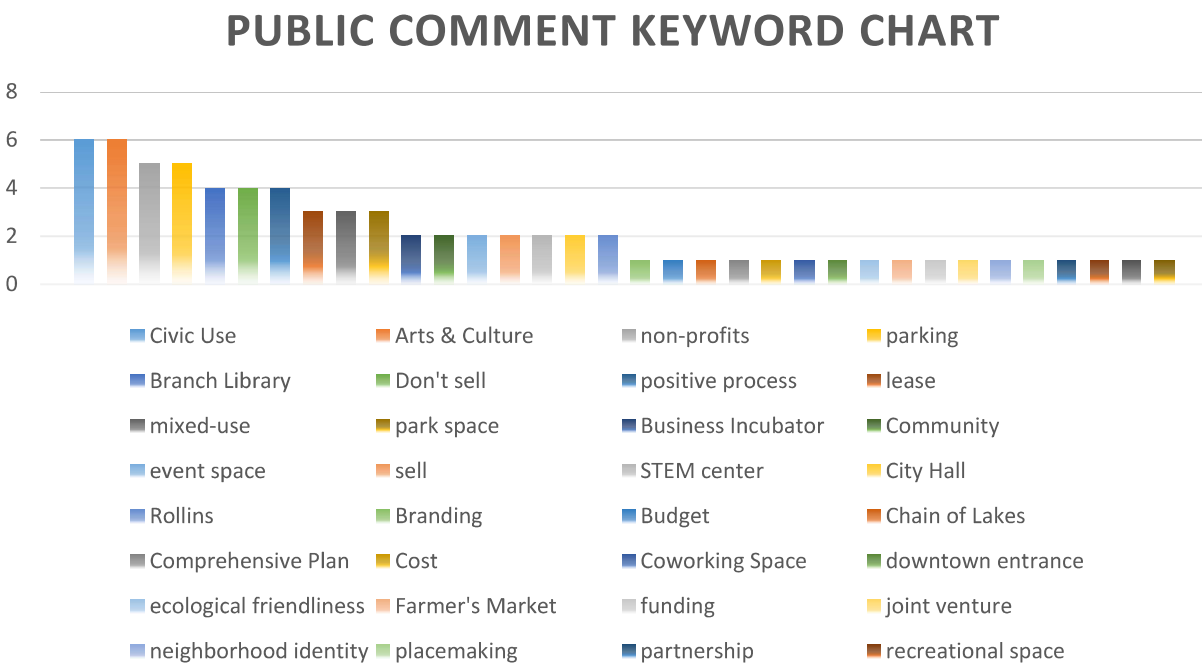
ACi performed work around the time of the 2015 Library Task Force and included site concepts that showed what a library expansion at the old site could look like. This provided the Task Force with context to understand how the current site could be maximized if it was deemed necessary.

Appendix C – Public Comments

In response to the Board's desire to actively engage residents, businesses, and stakeholders, the process focused on public involvement and feedback. These included:



The chart below emphasizes a listing of key words throughout the process. They represent the diverse dialogue had between the board and the public on a number of issues and ideas.



Full public and digital comments can be found on the following pages.



#	Date	Comment
1	4/24/2019	the city should find a public use for the site and not sell it.
2	4/24/2019	the site may be used as a branch to the new library, or for event space use.
3	4/24/2019	not to sell the property
4	4/24/2019	the city may find an opportunity to lease the site perhaps for rental or event space given its proximity to private lodging.
5	4/24/2019	concerns over selling the property, and questioned whether it could be used as a revenue generator for the city. She also suggested talking to John Rife about a West-end Market style development.
6	4/24/2019	suggested four options/considerations for the site including: creation of rooftop park, sell the Library site to buy the Genius Park, events center on rooftop, pedestrian bridge across Fairbanks to the new Rollins parking garage.
7	4/24/2019	shared comments on the city's previous visioning process including its emphasis on arts and culture.
8	4/24/2019	stated he would like to see the process answer the question of what do we want for the city, and how could this site make it better.
9	4/24/2019	shared concerns on new construction in the city and ecological friendliness. She also suggested whether the site was a good place for a business incubator, whether the Library would like to keep it as a branch office, or a restaurant.
10	4/24/2019	stated the city should be conscious of neighborhood identity, placemaking, and branding when considering the site.
11	4/24/2019	stated the city is a community with a college but not a college town.
12	4/24/2019	suggested that the Library may keep the old site as a branch location.
13	5/8/2019	stated there were several opportunities at the site including the possibility of an incubator space, STEM center, or senior center at this location. He provided written notes to the board
14	5/22/2019	asked how the old library site could be integrated into overall library programming. He questioned how the site could be used, while considering the overall budget, and how that could impact the city.
15	6/5/2019	stated that because the city is losing park space at MLK Park then the old library site should become park space.
16	6/5/2019	said that she was concerned about stormwater at the new library site. She also said that the comprehensive plan for the city says that if we lose park land, we must replace it. She added that a previous task force has commissioned a report by the Douglas Company that said the old library building was not usable as a renovated building. Staff clarified that the task force had been given that original report and that it did not say the building could not be renovated but that it would be expensive, at approximately \$5 – 6 million.
17	6/5/2019	expressed concern about the age of statistics regarding park space in the city as well as traffic safety and the view-shed importance of the property as an entrance to the city. Staff commented that parks area stats are updated quarterly.
18	6/19/2019	stated the property should be kept for city use. He added the potential of coordinating with the lifestyle of the chain of lakes within the city including Dinky Dock Park and including a rooftop experience at the property.
19	6/19/2019	commented that it should be kept for city use. She emphasized a premium on the property and should be considered for city or multiple civic-use purposes.
20	6/19/2019	said the site should be used for a public space and has the opportunity as a prime site to beautify Winter Park
21	6/19/2019	commented that the property should be kept for city use

22	6/19/2019	felt the city shouldn't be rushing to sell city property, and it should be kept for city use.
23	6/19/2019	shared information related to the new library tourism grant. She commented on a potential of a partnership with Rollins College for joint venture use.
24	6/19/2019	provided ideas on multiple uses for the site. They included rental space, co-working opportunities, and civic uses.
25	7/14/2019	It could be park space. It could be mixed use in that part could be green space, part could have an open venue structure that could be utilized by the city or rented to groups, residents. Rather like the Farmer's Market (minus the majority of paved area) is utilized for events.
26	7/17/2019	stated the property should be kept in city hands. She understood the city was strong financially so items such as open space or coworking should be considered.
27	7/17/2019	commented on the Historical Museum and total parking at the Farmer's Market.
28	7/17/2019	asked about the Historical Museum and if it could use the stage at the library.
29	7/17/2019	stated the Historical Museum has additional items they'd like to show in a permanent space, and could be organized decade by decade.
30	7/17/2019	said that if there was space at the library for the Historical Museum, she would make the trip as part of a circuit through downtown
31	7/17/2019	asked about the Historical Museum's cost of additional space and exhibitions.
32	7/17/2019	asked about the Historical Museum and if there was any synergy between their current archival function and the library's.
33	7/24/2019	1. Sell the property for fair market value so that the sale funds can go towards the new library and library programs. 2. Divide the building into office suites and lease them at a discounted rate to not for profit groups, charitable organizations, or use for small business start up incubators. The lease funds can go toward the new library and library programs.
34	7/25/2019	I recently read about a request on Nextdoor app that was calling for ideas for the existing Winter Park Library. Are there any any detailed design related parameters, such as CAD/PDF drawing files of the existing building/survey, that you could distribute to assist in developing and portraying ideas for the existing library? If there are any other known or possible pertinent constraints or related contextual information regarding adjacent buildings, that would most helpful to know too. I am a new resident (and proud library card holder) of Winter Park and also currently a freelance architectural designer with past institutional/educational/commercial design experience in both the Northwest panhandle and in Boston since 2007- 2017. I would love to brainstorm some possibilities and share with the city any ideas I come up with. It would be great to contribute as a new resident of Winter Park!
35	7/25/2019	An outdoor music venue would be great! IF that is not possible because of noise ordinance, it should be a musical theatre! Smaller venues for musical performance are so much more enjoyable then large arena style venues and it would appeal to all!



why don't we send a couple of well-fashioned suggestions for the reuse of the old library site to OldLibrarySite@cityofwinterpark.org
The committee seems to not have come up with anything, so they are looking for feedback thru Next Door & Facebook.
How about reusing the old site for a branch library or just a remodeled library with more parking? Or a children's library (since there are many nursery schools who walk to it now)

36 7/26/2019 They are asking for suggestions again!!

1) How about a Science and Technology Center .. displays, interactive projects, and classes..
2) Offer Science Fair Project technical assistance ?
3) Reach out to the WP community for volunteers with backgrounds in related topics to participate, contribute, support and teach ??

37 7/28/2019

I read that The City of Winter Park is looking for ideas for the Winter Park Library site on GrowthSpotter this morning. I happen to have a tenant requirement in Orlando for VITAL Climbing Gym and feel that this site might be a viable option for them if the City is willing/interested in leasing to a private entity and the cost that is associated with such (building improvements, construction, TI's, commissions, etc).

38 7/31/2019

stated the order of options within the summary report outline should be of importance to the board. He suggested that the order establishes priority based on how information is received, and the board should take note of that.

39 8/14/2019

advocated for activism space including art driven installations at the site, and even ideas that could be socially conscience. This may also include a learning space, flex space, or research on public initiatives. She acknowledged leadership and funding sources as would need to be identified.

40 8/14/2019

stated the current library is in disrepair, which was a reason for the library to be moved in the first place. He commended on demolishing the old library site and selling it in order to renovate the City Hall property. He also mentioned All Saints Church as a potential partner for shared parking.

41 8/14/2019

stated drawings are needed to articulate the vision for the new library. He agreed City Hall should be discussed as part of the discussion for the site. He also expressed concerns over traffic flow.

42 8/28/2019

advocated for coordination with schools on art advocacy and engagement to be a consideration of the site.

43 8/28/2019

appreciated the work of the task force, and commented on the importance of dialogue for the regeneration of city assets. He also agreed on a balance between business viability and community need at the site.

44 8/28/2019

addressed her thoughts on the function and process of the board including it operating as a healing mechanism from the new library process. She also expressed gratitude to the board members and speakers regarding a positive process.

45 8/28/2019

thanked staff for their work with the task force and stated that the Exchange proposal from the prior meeting may be too adventurous and dramatic and may have elements that are too difficult to practically implement, such as the rooftop venue.

46 9/11/2019



- 47 9/11/2019 said that she used to live in Winter Park and that she would love to see space for artists and painters and perhaps studio concepts. As well as the provision of meeting space for art groups to come together or to perform and present.
-
- 48 9/11/2019 said that childcare facilities are consistent with arts and culture and education clusters in the area and that she likes the idea of kids and education.

Letter from the Edyth Bush Foundation as described on page 10:



**EDYTH BUSH
CHARITABLE FOUNDATION**

August 13, 2019

Mr. Peter Moore
Division Director, Office of Management & Budget
City of Winter Park
401 Park Avenue
Winter Park, FL 32789

Dear Peter:

I have a conflict with attending the Old Library Re-Use Task Force Meeting. I was asked to make comments about the possible reuse of the Old Library for nonprofits.

The Edyth Bush Charitable Foundation is 46 years old, and we have had experience leasing space to nonprofits. We created the Arts and Community Service Center in the 1980s. It was located at 1900 N. Mills Avenue in Orlando. It housed the Heart of Florida United Way, Orlando Celebrity Concert Association, Consumer Credit Counseling, Florida Symphony and other organizations. It was sold in the 1990s. The Foundation also owned the Hamilton Holt building on South Knowles and leased it to Rollins College until we sold it to Rollins in the 1990s. As a side note, the Foundation owned the right of first refusal on the old four-story Pioneer Federal Building (now known as the Lawrence Center) and transferred it to Rollins to secure the entire Lawrence Center block. The Foundation also has experience funding capital costs, lease obligations and moving costs for many nonprofits.

Here are my comments along with a report from GuideStar, a database for nonprofits. Additionally, I have included a First Quarter Office Vacancy Report from Cushman and Wakefield.

1. The attached report from GuideStar lists 750+ nonprofits that list Winter Park, Florida as their mailing address or location. A cursory examination of the report indicates that there are some duplicate entries and some entries of organizations that are no longer in existence. It would be reasonable to estimate that 600+ of the entries are valid. What would be the criteria for a nonprofit to be housed in the old Library space?
2. I could not find a survey of Orlando nonprofits indicating their average rent per square footage. I did find a 2015 survey of the Denver metro area which showed that nonprofit organizations are paying an average of \$15 per square foot full-service gross. So, if you have a need for 5,000 square feet in Denver, you would likely spend \$75,000 annually or \$6,250 per month. The Cushman and Wakefield report shows current rents and vacancy levels for Orlando.

Address: 199 E. Welbourne Avenue, Suite 100, Winter Park, FL 32789

Phone: (407) 647-4322 | Fax: (407) 647-7716 | Web Address: www.edyrbush.org

Edyth Bush Charitable Foundation is honored to administer the following Funds:

Richard J. Conlee Fund | H. Clifford Lee Fund

Mr. Peter Moore
August 13, 2019
Page Two

3. Ted Haddock has an initiative called Kaley Square <http://kaleysquare.org/#about> housing nonprofits. I have requested information from Ted on this effort.
4. Nonprofits provide important goods and services to a community that enhances the quality of life. Most nonprofits rely on contributed income, and nonprofits do not run surpluses or have endowments to smooth out the highs and lows of their budgets. Most nonprofits look for donated space or "friendly terms," before they engage in commercial lease activity. Would the City of Winter Park be prepared to evict a nonprofit tenant for nonpayment of rent?
5. Does the current old Library space give nonprofits access to its target client base? Homeless? Health Clinic? Social Services? Education? Arts? Is there a benefit to Winter Park to provide shared space? Is this the right location? Are centralized services something that is needed, or should nonprofits be located closer to their clients? Library patrons have very simple needs.
6. The old Library is neither attractive nor objectionable. It is, quite frankly, a very large, unremarkable brown brick building that is now located in a high-end residential neighborhood, next to a 5-star hotel and sits on property that should be a gateway to Winter Park. Its reuse should benefit its immediate surroundings and the City of Winter Park overall.

I have asked more questions than I may have answered. If I can be of further assistance to you or the Task Force, please feel free to call on me.

Sincerely,



David A. Odahowski
President and CEO

Enclosures



Appendix D – Preliminary Site Fit Study

The following Site Fit Study has been provided to show that the old library site can accommodate the majority of City Hall functions (excluding the Commission Chambers). While it designates preliminary concepts on office location and layout, this is not a final plan and further study would be required to work out the details of the site and operational considerations that any relocation would require.



Winter Park City Hall - Conceptual Space Allocation Program

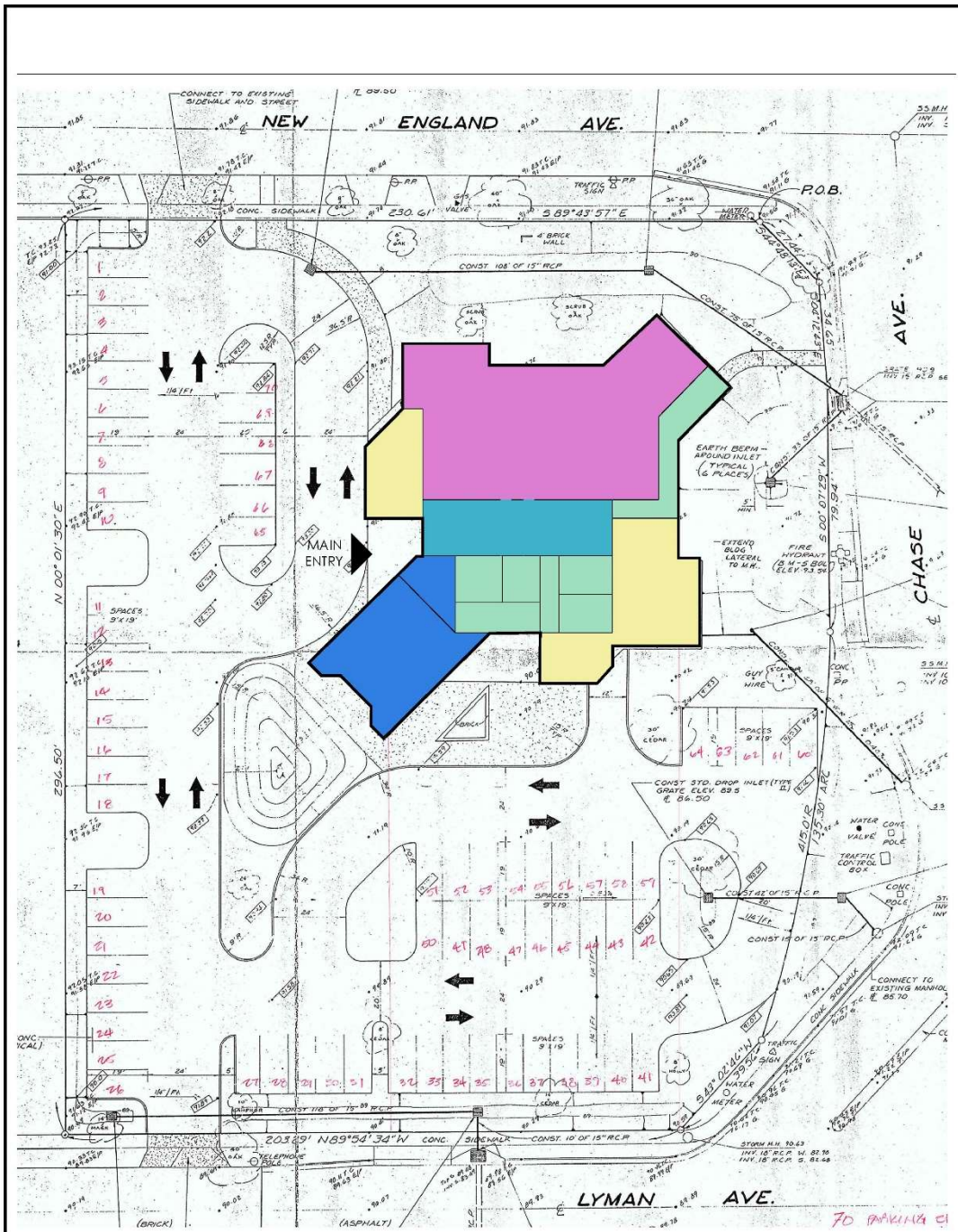
Legend - Departments						Updated: 9/23/2019
	Finance, Utility Billing, Cashiers					
	Chapman Conference 30 Seat					
	Building Permitting, Planning + Community Dev.					
	Communications, I T					
	Mayor's Office, City Manager, City Clerk					
	Procurement, Office Of Mgmt, CRA					
	Lobby					
	Core-Stairs, Elev, Circulation, Mech, Break, Restrms, Mail/Copy, Stor.					
	Unassigned				*See note on Cover Page	
Department / Space	*Adjusted Add'l Unit NSF	Existing Unit NSF	Staff	Office Type	Comments	
FIRST FLOOR						
Finance	760	760	9	Open Office		
Utility Billing Cashiers	2,618	2,618	11	Open Office		
Circulation	1,013					
Subtotal	4,391	3,378				
Chapman Conference	1,200	460		24-30 Seats	Min SF for 30 seat + credenza, circulation	
Breakout Space	270				Used for pre-function / break-away space	
Subtotal	1,470	460				
Lobby 1st Floor + Reception/ Security	1,000	869	1			
Monumental Stair, Egress Stair, Elev, RR	1,270					
Egress Stair, Corridor	500					
Subtotal	1,770	0				
Unassigned	580					
Unassigned	1,450					
Subtotal	2,030	0				
TOTAL - First Floor	10,661	8,545	21		*See note on Cover Page	



Department / Space	*Adjusted Add'l Unit NSF	Existing Unit NSF	Staff	Office Type	Comments
SECOND FLOOR					
Planning & Comm. Development	740	740	5	Open Office	
Sm. Conf - Fairbanks (Planning)	200	120		4-8 Seats	Min SF for ea. 4-8 seat conf
Copier Room (Planning)	300	80		Copy	Sugg for room w/ shred/ plot/ layout
Building Permitting Services	1750	1,750	18	Open Office	
Copy/ File	80	80		Copy	
Waiting/ Pre-function Area	300				Waiting area for guests/ Break-away during/after mtg's.
Circulation	1,011				
Subtotal	4381				
Communications	1,000	1,000	6	Open Office	
Lg Conf - Knowles (Communications)	650	300		13-19 Seats	Min SF for 19 seat conf.
Information Technology	1,150	1,150	11	Open Office	
Circulation	840				
Subtotal	3,640				
Lobby 2nd Floor	920	360			
Monumt. Stair, Egress Stair, Elev, RR, Mech	1,580				
Egress Stair, Corridor	500				
Subtotal	2,080				
TOTAL - SECOND FLOOR	11,021	5,580	40		*See note on Cover Page
THIRD FLOOR					
Mayor's Office	140	88	1	Private Office	Min SF for desk w/ 2 guest chairs
Sm Conf - Temple+Mayor's Conf. Rm	200	120		4-8 Seats	Min SF for 8 seat conf
City Manager & Risk	1300	1,185	4	Offices	Offices-2sm, 2lg & support spaces
Lg Conf - Chase	700	400		24 Seats	Min SF for 24 seat conf
City Clerk	180	180	1	Private Office	
Circulation	756				
Subtotal	3,276				
Procurement	500	500	3	Open Office	
Mail/ Copy/ File (Procurement)	80	80		Copy	
Office of Management & Budget	400	400	2	Open Office	



Department / Space	*Adjusted Add'l Unit NSF	Existing Unit NSF	Staff	Office Type	Comments
CRA	590	590	3	Open Office	
Sm. Conf - Rollins (CRA)	200	160		6-8 Seats	Min SF for ea. 6-8 seat conf
Copier/ File (CRA)	80	80		Copy	
Circulation	555				
Subtotal	2,405				
Lobby 2nd Floor	600	360			
Monumt. Stair, Egress Stair, Elev, RR, Mech	1,580				
Egress Stair, Corridor	500				
Subtotal	2,080				
Unassigned	720				Third Floor
Unassigned	440				Third Floor
Unassigned	1,080				Third Floor
Subtotal	2,240	0			
TOTAL - THIRD FLOOR	10,601	4,143	14		<i>*See note on Cover Page</i>
*Conceptual Space Allocation Program					
	32,283	<i>*See note on Cover Page</i>			



SITE REFERENCE PLAN



SCALE: 0 10' 30' 50'

WINTER PARK CITY HALL

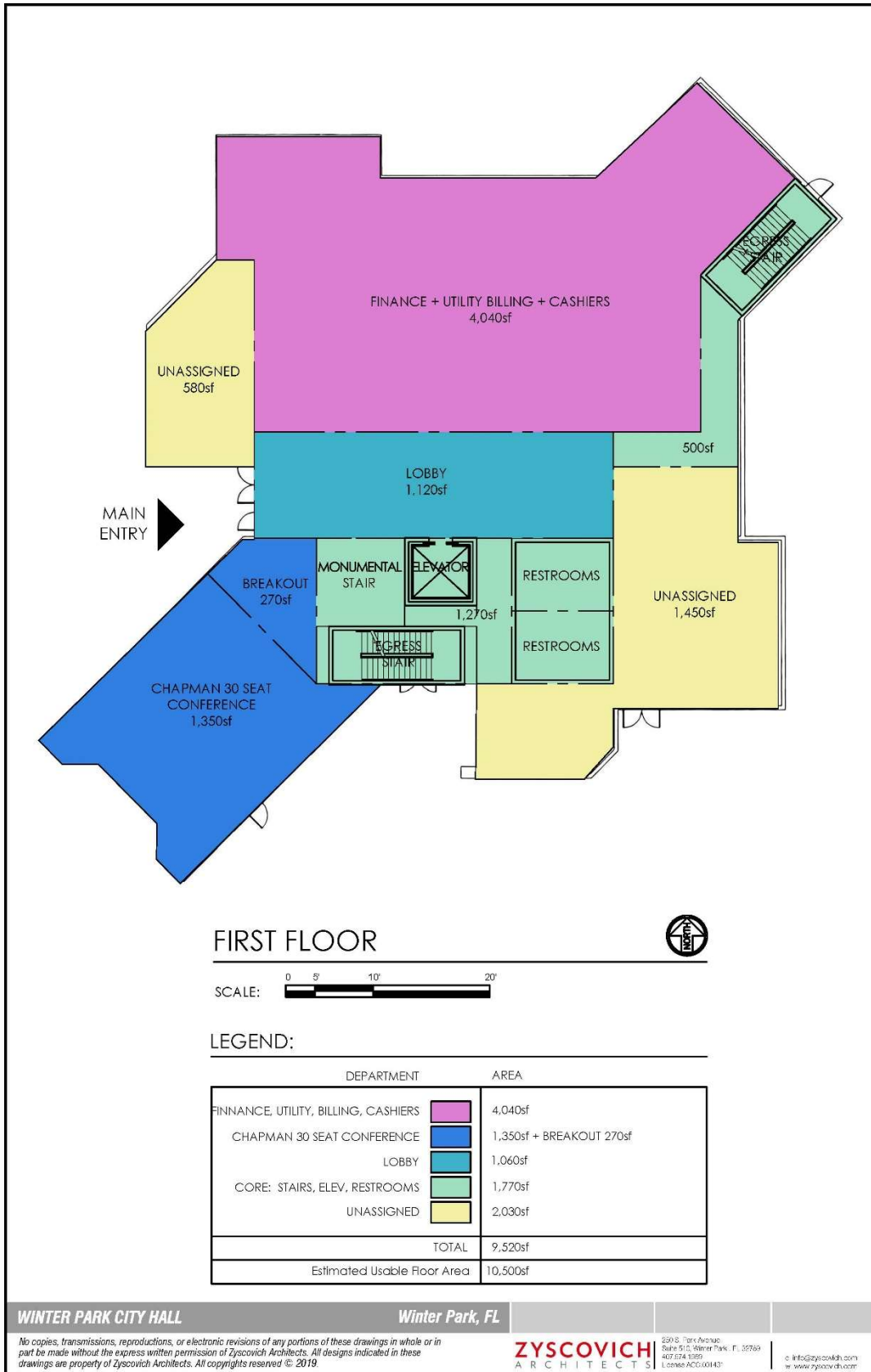
Winter Park, FL

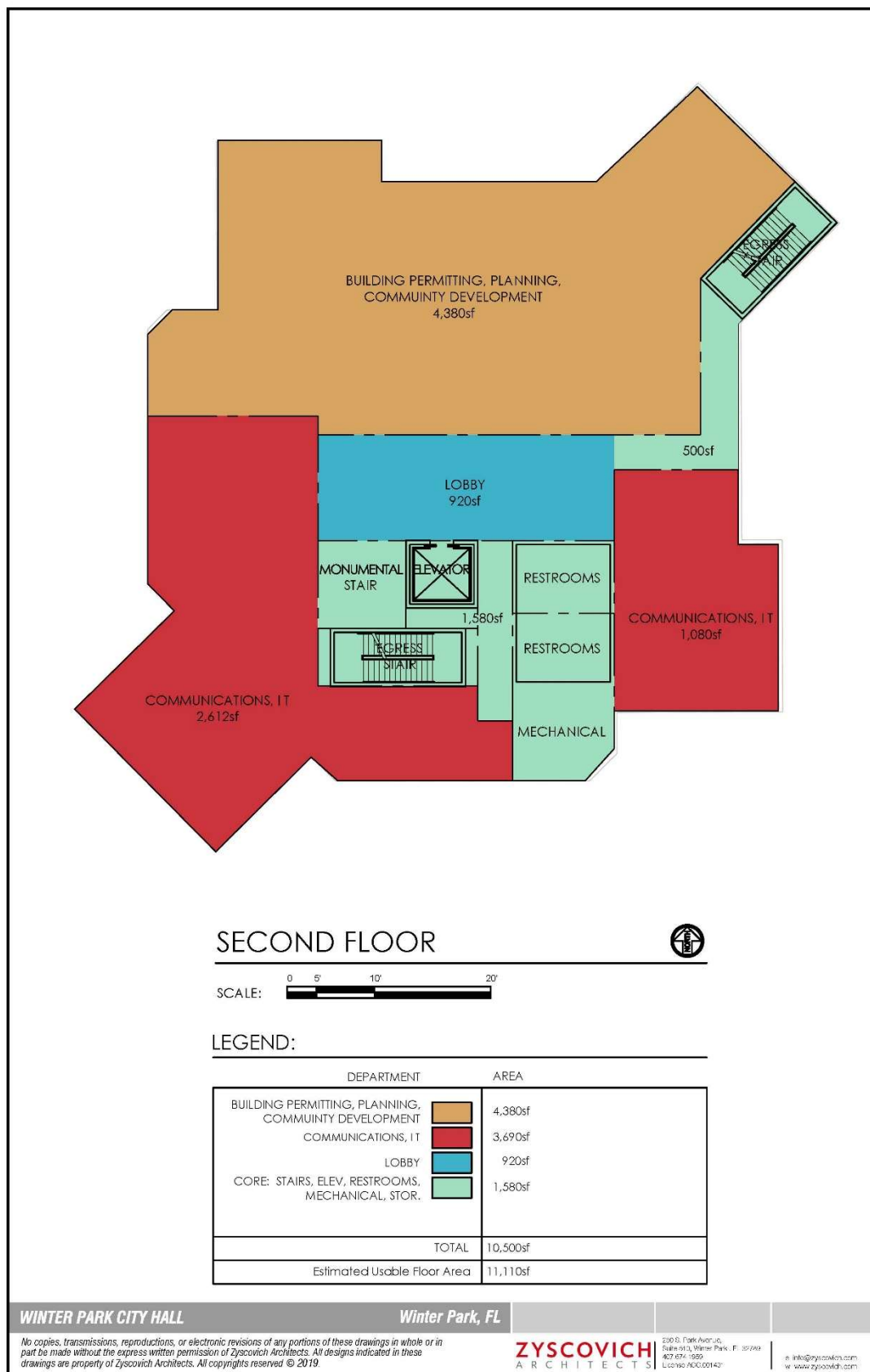
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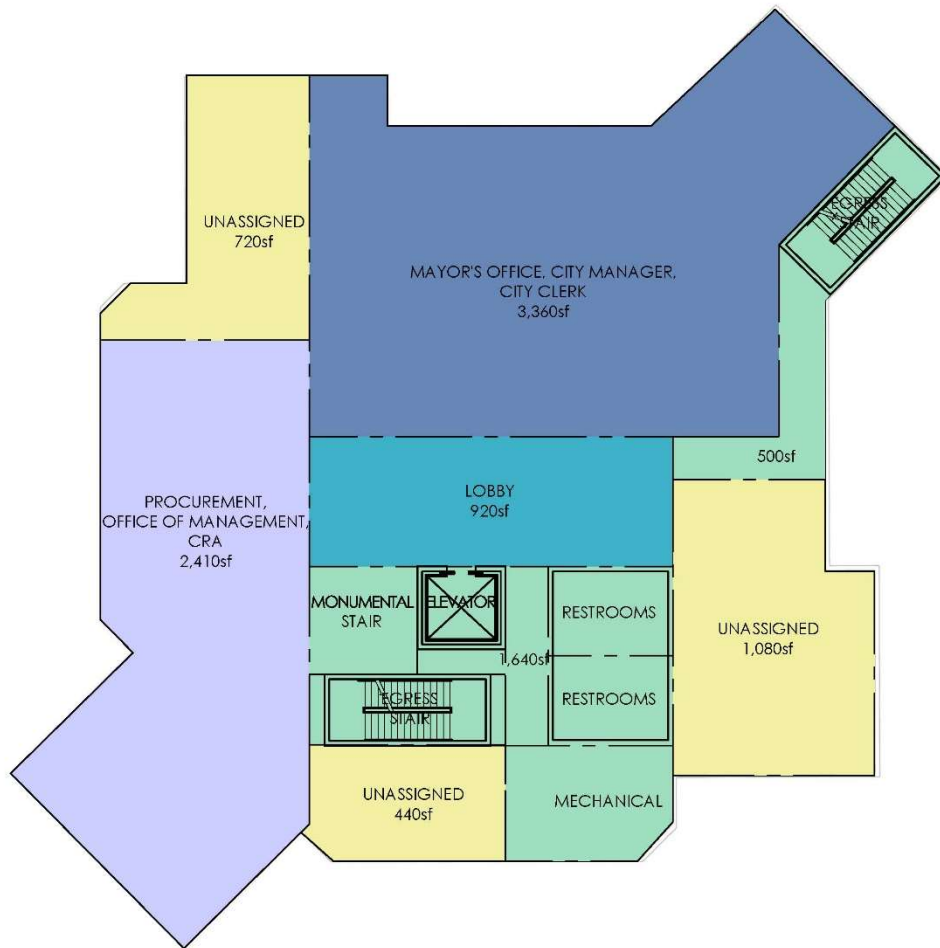
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ARCHITECTS

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THIRD FLOOR



SCALE: 0 5' 10' 20'

LEGEND:

DEPARTMENT	AREA
MAYOR'S OFFICE, CITY MANAGER, CITY CLERK	3,360sf
PROCUREMENT, OFFICE OF MANAGEMENT, CRA	2,410sf
LOBBY	920sf
CORE: STAIRS, ELEV., MECH. BREAK, RESTROOMS, MAIL/COPY, STOR.	1,950sf
UNASSIGNED	2,240sf
TOTAL	10,500sf
Estimated Usable Floor Area	10,500sf

WINTER PARK CITY HALL

Winter Park, FL

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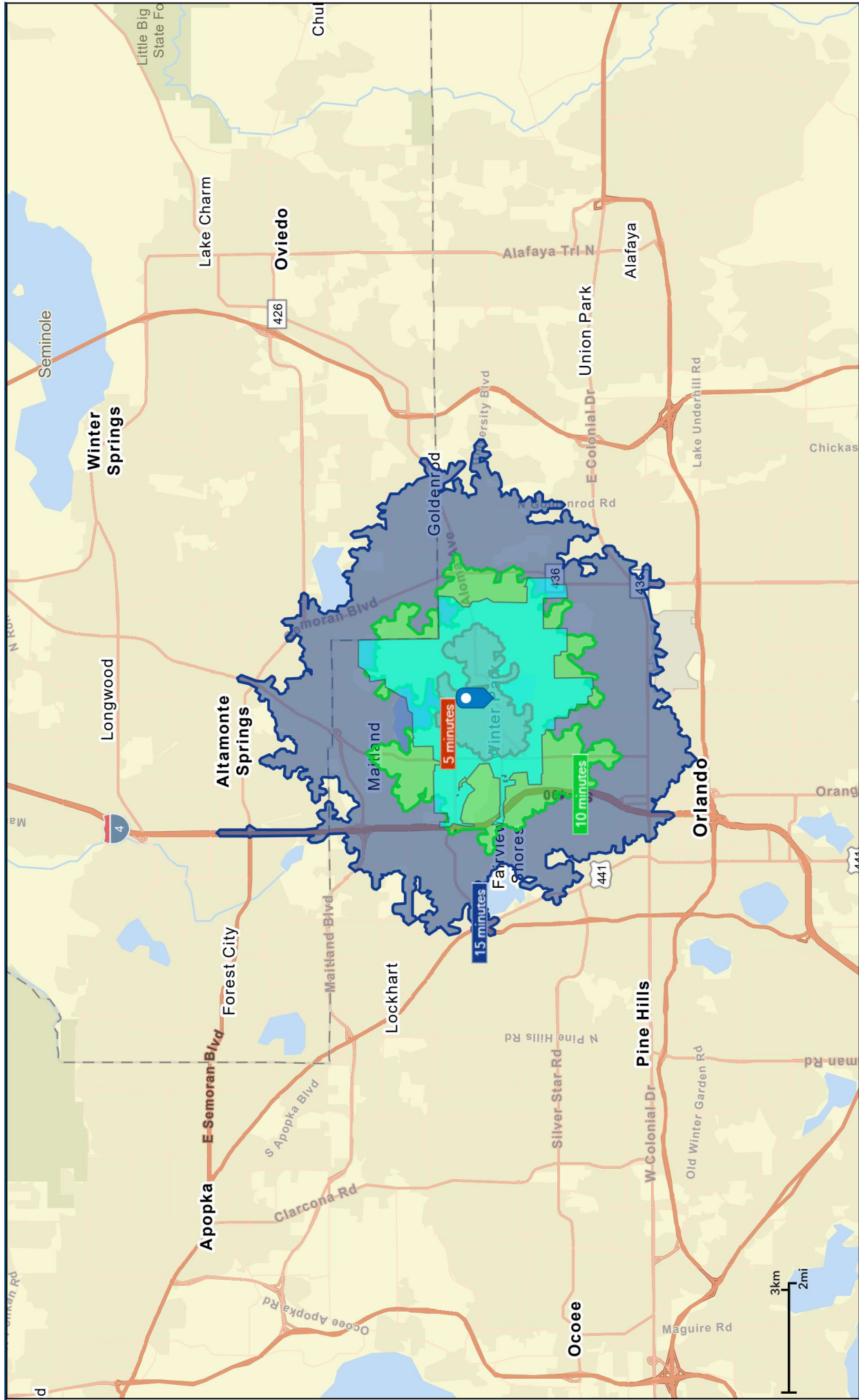
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Exhibit B

Old Library Site

Drive Times





Community Profile

Winter Park Old Library Site (drive time)
460 E New England Ave, Winter Park, Florida, 32789
Drive Time Bands (2/28/22, 4:52 PM GMT-05: 00): 0-5, 5-10, 10-15 minute

Prepared by Esri
Latitude: 28.59567
Longitude: -81.34625

	0 - 5 minute	5 - 10 minute	10 - 15 minute
Population Summary			
2000 Total Population	8,603	38,304	99,090
2010 Total Population	8,681	38,073	101,793
2021 Total Population	9,688	45,499	117,485
2021 Group Quarters	1,204	817	1,432
2026 Total Population	10,173	49,521	127,050
2021-2026 Annual Rate	0.98%	1.71%	1.58%
2021 Total Daytime Population	19,027	68,337	139,693
Workers	13,024	43,559	79,064
Residents	6,003	24,778	60,629
Household Summary			
2000 Households	3,609	17,051	43,785
2000 Average Household Size	2.11	2.13	2.24
2010 Households	3,615	17,379	46,392
2010 Average Household Size	2.09	2.15	2.16
2021 Households	4,059	20,710	53,685
2021 Average Household Size	2.09	2.16	2.16
2026 Households	4,285	22,582	58,194
2026 Average Household Size	2.09	2.16	2.16
2021-2026 Annual Rate	1.09%	1.75%	1.63%
2010 Families	1,846	9,082	23,192
2010 Average Family Size	2.80	2.87	2.88
2021 Families	1,999	10,561	26,156
2021 Average Family Size	2.84	2.91	2.91
2026 Families	2,088	11,362	28,113
2026 Average Family Size	2.85	2.92	2.91
2021-2026 Annual Rate	0.87%	1.47%	1.45%
Housing Unit Summary			
2000 Housing Units	3,920	17,948	46,334
Owner Occupied Housing Units	57.4%	57.0%	50.9%
Renter Occupied Housing Units	34.7%	38.0%	43.6%
Vacant Housing Units	7.9%	5.0%	5.5%
2010 Housing Units	4,186	19,845	51,795
Owner Occupied Housing Units	53.4%	51.3%	46.0%
Renter Occupied Housing Units	32.9%	36.3%	43.6%
Vacant Housing Units	13.6%	12.4%	10.4%
2021 Housing Units	4,607	23,323	59,193
Owner Occupied Housing Units	50.1%	46.4%	41.3%
Renter Occupied Housing Units	38.1%	42.4%	49.4%
Vacant Housing Units	11.9%	11.2%	9.3%
2026 Housing Units	4,875	25,434	63,911
Owner Occupied Housing Units	51.0%	45.6%	41.3%
Renter Occupied Housing Units	36.9%	43.1%	49.8%
Vacant Housing Units	12.1%	11.2%	8.9%
Median Household Income			
2021	\$84,973	\$73,801	\$63,158
2026	\$98,738	\$81,404	\$70,265
Median Home Value			
2021	\$543,651	\$391,495	\$288,549
2026	\$546,683	\$415,398	\$318,871
Per Capita Income			
2021	\$62,934	\$53,018	\$40,542
2026	\$68,171	\$57,835	\$45,226
Median Age			
2010	41.8	41.3	36.2
2021	43.4	42.7	38.1
2026	44.1	42.7	38.7

Data Note: Household population includes persons not residing in group quarters. Average Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026 Esri converted Census 2000 data into 2010 geography.

February 28, 2022



Community Profile

Winter Park Old Library Site (drive time)
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Prepared by Esri
Latitude: 28.59567
Longitude: -81.34625

	0 - 5 minute	5 - 10 minute	10 - 15 minute
2021 Households by Income			
Household Income Base	4,059	20,710	53,685
<\$15,000	9.5%	8.2%	9.7%
\$15,000 - \$24,999	6.1%	7.3%	6.6%
\$25,000 - \$34,999	6.7%	7.2%	8.4%
\$35,000 - \$49,999	8.3%	10.9%	12.9%
\$50,000 - \$74,999	16.6%	17.0%	19.9%
\$75,000 - \$99,999	6.4%	10.9%	14.2%
\$100,000 - \$149,999	16.0%	15.3%	14.9%
\$150,000 - \$199,999	6.2%	8.8%	5.9%
\$200,000+	24.2%	14.4%	7.5%
Average Household Income	\$148,030	\$116,228	\$88,961
2026 Households by Income			
Household Income Base	4,285	22,582	58,194
<\$15,000	8.0%	6.6%	8.0%
\$15,000 - \$24,999	5.3%	6.0%	5.5%
\$25,000 - \$34,999	6.0%	6.4%	7.3%
\$35,000 - \$49,999	7.6%	10.3%	12.0%
\$50,000 - \$74,999	16.7%	17.1%	20.0%
\$75,000 - \$99,999	6.7%	11.6%	15.2%
\$100,000 - \$149,999	17.7%	16.8%	16.7%
\$150,000 - \$199,999	7.2%	10.3%	7.2%
\$200,000+	24.9%	14.9%	8.2%
Average Household Income	\$159,192	\$126,581	\$99,063
2021 Owner Occupied Housing Units by Value			
Total	2,306	10,821	24,464
<\$50,000	0.2%	0.4%	0.9%
\$50,000 - \$99,999	0.4%	1.0%	2.7%
\$100,000 - \$149,999	0.7%	1.9%	5.1%
\$150,000 - \$199,999	2.3%	6.5%	13.0%
\$200,000 - \$249,999	2.5%	7.9%	15.9%
\$250,000 - \$299,999	6.3%	12.8%	16.0%
\$300,000 - \$399,999	18.2%	21.1%	20.7%
\$400,000 - \$499,999	16.4%	15.0%	10.6%
\$500,000 - \$749,999	16.4%	15.9%	10.0%
\$750,000 - \$999,999	10.3%	8.8%	2.7%
\$1,000,000 - \$1,499,999	10.5%	4.6%	1.5%
\$1,500,000 - \$1,999,999	5.3%	1.6%	0.4%
\$2,000,000 +	10.3%	2.2%	0.5%
Average Home Value	\$814,865	\$522,040	\$354,230
2026 Owner Occupied Housing Units by Value			
Total	2,486	11,610	26,360
<\$50,000	0.0%	0.1%	0.3%
\$50,000 - \$99,999	0.0%	0.2%	1.0%
\$100,000 - \$149,999	0.2%	0.7%	2.4%
\$150,000 - \$199,999	1.1%	3.8%	9.1%
\$200,000 - \$249,999	1.8%	6.1%	15.0%
\$250,000 - \$299,999	6.0%	12.6%	17.6%
\$300,000 - \$399,999	19.5%	23.9%	24.3%
\$400,000 - \$499,999	18.3%	17.4%	13.2%
\$500,000 - \$749,999	16.4%	17.0%	11.8%
\$750,000 - \$999,999	10.8%	8.6%	2.9%
\$1,000,000 - \$1,499,999	10.5%	5.1%	1.4%
\$1,500,000 - \$1,999,999	5.3%	2.2%	0.4%
\$2,000,000 +	10.0%	2.4%	0.6%
Average Home Value	\$820,052	\$554,632	\$383,353

Data Note: Income represents the preceding year, expressed in current dollars. Household income includes wage and salary earnings, interest dividends, net rents, pensions, SSI and welfare payments, child support, and alimony.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026 Esri converted Census 2000 data into 2010 geography.

February 28, 2022



Community Profile

Winter Park Old Library Site (drive time)
460 E New England Ave, Winter Park, Florida, 32789
Drive Time Bands (2/28/22, 4:52 PM GMT-05: 00): 0-5, 5-10, 10-15 minute

Prepared by Esri
Latitude: 28.59567
Longitude: -81.34625

	0 - 5 minute	5 - 10 minute	10 - 15 minute
2010 Population by Age			
Total	8,684	38,071	101,793
0 - 4	3.3%	5.0%	5.2%
5 - 9	4.2%	5.1%	4.9%
10 - 14	4.2%	5.2%	4.8%
15 - 24	23.2%	12.6%	15.8%
25 - 34	9.0%	14.0%	17.6%
35 - 44	9.6%	12.9%	13.8%
45 - 54	13.5%	15.7%	14.4%
55 - 64	14.6%	12.1%	10.9%
65 - 74	9.4%	7.3%	6.1%
75 - 84	5.7%	6.2%	4.5%
85 +	3.2%	3.8%	2.0%
18 +	85.3%	81.2%	81.8%
2021 Population by Age			
Total	9,689	45,499	117,485
0 - 4	3.1%	4.5%	4.7%
5 - 9	3.6%	4.5%	4.5%
10 - 14	3.9%	4.9%	4.6%
15 - 24	20.2%	10.9%	13.2%
25 - 34	11.6%	15.2%	18.3%
35 - 44	9.1%	12.6%	13.7%
45 - 54	10.3%	12.1%	12.1%
55 - 64	14.5%	14.0%	12.3%
65 - 74	13.1%	10.8%	9.1%
75 - 84	7.0%	6.3%	4.9%
85 +	3.7%	4.1%	2.4%
18 +	87.0%	83.1%	83.3%
2026 Population by Age			
Total	10,173	49,523	127,050
0 - 4	3.2%	4.6%	4.8%
5 - 9	3.6%	4.5%	4.5%
10 - 14	3.7%	4.4%	4.4%
15 - 24	19.7%	10.7%	13.2%
25 - 34	9.5%	15.9%	17.6%
35 - 44	11.2%	12.8%	14.0%
45 - 54	9.7%	11.3%	11.7%
55 - 64	13.3%	12.4%	11.5%
65 - 74	13.4%	11.9%	10.0%
75 - 84	8.7%	7.6%	6.0%
85 +	4.0%	4.0%	2.4%
18 +	87.2%	83.9%	83.7%
2010 Population by Sex			
Males	4,050	18,435	51,217
Females	4,631	19,638	50,576
2021 Population by Sex			
Males	4,547	22,117	59,337
Females	5,142	23,383	58,147
2026 Population by Sex			
Males	4,771	23,991	63,894
Females	5,402	25,530	63,156

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026 Esri converted Census 2000 data into 2010 geography.

February 28, 2022



Community Profile

Winter Park Old Library Site (drive time)
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Prepared by Esri
Latitude: 28.59567
Longitude: -81.34625

	0 - 5 minute	5 - 10 minute	10 - 15 minute
2010 Population by Race/Ethnicity			
Total	8,682	38,074	101,792
White Alone	82.0%	85.1%	79.0%
Black Alone	13.1%	7.3%	9.9%
American Indian Alone	0.1%	0.2%	0.4%
Asian Alone	1.8%	3.1%	3.4%
Pacific Islander Alone	0.0%	0.0%	0.1%
Some Other Race Alone	1.1%	1.9%	4.2%
Two or More Races	1.8%	2.3%	3.0%
Hispanic Origin	6.2%	10.1%	17.8%
Diversity Index	39.0	40.1	55.1
2021 Population by Race/Ethnicity			
Total	9,687	45,499	117,485
White Alone	77.8%	79.9%	73.8%
Black Alone	15.9%	10.0%	11.9%
American Indian Alone	0.1%	0.3%	0.4%
Asian Alone	2.3%	3.8%	4.1%
Pacific Islander Alone	0.0%	0.0%	0.1%
Some Other Race Alone	1.6%	2.8%	5.8%
Two or More Races	2.4%	3.2%	3.9%
Hispanic Origin	9.5%	15.0%	24.5%
Diversity Index	47.8	51.5	64.7
2026 Population by Race/Ethnicity			
Total	10,173	49,521	127,049
White Alone	77.4%	79.2%	73.0%
Black Alone	16.3%	10.4%	12.3%
American Indian Alone	0.1%	0.3%	0.4%
Asian Alone	2.2%	3.9%	4.2%
Pacific Islander Alone	0.0%	0.0%	0.1%
Some Other Race Alone	1.6%	2.9%	6.0%
Two or More Races	2.4%	3.3%	4.1%
Hispanic Origin	9.6%	15.2%	25.5%
Diversity Index	48.2	52.4	65.9
2010 Population by Relationship and Household Type			
Total	8,681	38,073	101,793
In Households	87.0%	98.0%	98.7%
In Family Households	60.9%	70.1%	68.1%
Householder	21.6%	23.9%	22.7%
Spouse	16.7%	17.8%	15.4%
Child	19.2%	24.3%	24.0%
Other relative	2.1%	2.5%	3.6%
Nonrelative	1.3%	1.7%	2.4%
In Nonfamily Households	26.1%	27.9%	30.6%
In Group Quarters	13.0%	2.0%	1.3%
Institutionalized Population	0.7%	1.3%	0.6%
Noninstitutionalized Population	12.3%	0.7%	0.8%

Data Note: Persons of Hispanic Origin may be of any race. The Diversity Index measures the probability that two people from the same area will be from different race/ethnic groups.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026 Esri converted Census 2000 data into 2010 geography.

February 28, 2022



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	0 - 5 minute	5 - 10 minute	10 - 15 minute
2021 Population 25+ by Educational Attainment			
Total	6,713	34,211	85,653
Less than 9th Grade	1.6%	1.8%	2.7%
9th - 12th Grade, No Diploma	2.3%	2.6%	5.3%
High School Graduate	12.0%	12.2%	17.2%
GED/Alternative Credential	1.7%	2.6%	2.7%
Some College, No Degree	12.0%	13.8%	17.1%
Associate Degree	6.9%	9.4%	10.5%
Bachelor's Degree	32.1%	31.4%	28.1%
Graduate/Professional Degree	31.6%	26.1%	16.6%
2021 Population 15+ by Marital Status			
Total	8,668	39,162	101,217
Never Married	39.9%	34.3%	41.5%
Married	44.1%	45.0%	40.5%
Widowed	5.1%	7.3%	5.2%
Divorced	10.8%	13.4%	12.8%
2021 Civilian Population 16+ in Labor Force			
Civilian Population 16+	3,805	21,607	59,981
Population 16+ Employed	96.7%	96.4%	95.5%
Population 16+ Unemployment rate	3.3%	3.6%	4.5%
Population 16-24 Employed	11.3%	7.8%	11.0%
Population 16-24 Unemployment rate	4.1%	7.2%	11.8%
Population 25-54 Employed	57.5%	67.9%	69.1%
Population 25-54 Unemployment rate	4.1%	3.0%	3.3%
Population 55-64 Employed	19.1%	17.6%	14.4%
Population 55-64 Unemployment rate	1.8%	4.5%	4.2%
Population 65+ Employed	12.1%	6.7%	5.5%
Population 65+ Unemployment rate	0.9%	2.5%	4.5%
2021 Employed Population 16+ by Industry			
Total	3,679	20,835	57,289
Agriculture/Mining	0.4%	0.1%	0.2%
Construction	5.2%	6.5%	6.9%
Manufacturing	3.4%	4.4%	4.3%
Wholesale Trade	3.6%	3.0%	2.3%
Retail Trade	6.8%	7.3%	11.4%
Transportation/Utilities	4.8%	3.6%	3.8%
Information	1.3%	2.5%	2.7%
Finance/Insurance/Real Estate	12.5%	11.1%	10.5%
Services	59.6%	58.3%	55.2%
Public Administration	2.5%	3.1%	2.9%
2021 Employed Population 16+ by Occupation			
Total	3,679	20,835	57,289
White Collar	87.9%	79.6%	73.4%
Management/Business/Financial	33.9%	25.0%	20.4%
Professional	34.2%	34.6%	29.1%
Sales	9.9%	11.5%	12.4%
Administrative Support	9.8%	8.6%	11.5%
Services	4.9%	10.4%	12.8%
Blue Collar	7.2%	10.0%	13.8%
Farming/Forestry/Fishing	0.0%	0.0%	0.0%
Construction/Extraction	1.5%	2.7%	4.2%
Installation/Maintenance/Repair	0.8%	1.2%	1.9%
Production	0.4%	1.4%	2.2%
Transportation/Material Moving	4.5%	4.7%	5.4%

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026 Esri converted Census 2000 data into 2010 geography.

February 28, 2022



Community Profile

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Drive Time Bands (2/28/22, 4:52 PM GMT-05: 00): 0-5, 5-10, 10-15 minute

Prepared by Esri
Latitude: 28.59567
Longitude: -81.34625

	0 - 5 minute	5 - 10 minute	10 - 15 minute
2010 Households by Type			
Total	3,615	17,379	46,392
Households with 1 Person	38.9%	37.1%	36.0%
Households with 2+ People	61.1%	62.9%	64.0%
Family Households	51.1%	52.3%	50.0%
Husband-wife Families	39.6%	38.9%	33.9%
With Related Children	12.7%	15.7%	13.7%
Other Family (No Spouse Present)	11.4%	13.4%	16.1%
Other Family with Male Householder	3.1%	3.4%	4.5%
With Related Children	1.5%	1.8%	2.2%
Other Family with Female Householder	8.3%	10.0%	11.5%
With Related Children	4.7%	5.8%	6.9%
Nonfamily Households	10.0%	10.6%	14.0%
All Households with Children	19.0%	23.5%	23.2%
Multigenerational Households	1.8%	1.7%	2.7%
Unmarried Partner Households	5.7%	6.7%	8.9%
Male-female	4.5%	5.4%	7.4%
Same-sex	1.3%	1.4%	1.5%
2010 Households by Size			
Total	3,613	17,378	46,392
1 Person Household	39.0%	37.1%	36.0%
2 Person Household	36.7%	34.3%	34.7%
3 Person Household	11.7%	13.7%	14.4%
4 Person Household	7.8%	9.6%	9.2%
5 Person Household	3.5%	3.9%	3.7%
6 Person Household	1.0%	1.1%	1.3%
7 + Person Household	0.4%	0.4%	0.7%
2010 Households by Tenure and Mortgage Status			
Total	3,615	17,379	46,392
Owner Occupied	61.9%	58.6%	51.3%
Owned with a Mortgage/Loan	38.5%	40.7%	38.0%
Owned Free and Clear	23.4%	17.9%	13.3%
Renter Occupied	38.1%	41.4%	48.7%
2021 Affordability, Mortgage and Wealth			
Housing Affordability Index	86	104	122
Percent of Income for Mortgage	26.8%	22.3%	19.2%
Wealth Index	194	131	82
2010 Housing Units By Urban/ Rural Status			
Total Housing Units	4,186	19,845	51,795
Housing Units Inside Urbanized Area	100.0%	100.0%	100.0%
Housing Units Inside Urbanized Cluster	0.0%	0.0%	0.0%
Rural Housing Units	0.0%	0.0%	0.0%
2010 Population By Urban/ Rural Status			
Total Population	8,681	38,073	101,793
Population Inside Urbanized Area	100.0%	100.0%	100.0%
Population Inside Urbanized Cluster	0.0%	0.0%	0.0%
Rural Population	0.0%	0.0%	0.0%

Data Note: Households with children include any households with people under age 18, related or not. Multigenerational households are families with 3 or more parent-child relationships. Unmarried partner households are usually classified as nonfamily households unless there is another member of the household related to the householder. Multigenerational and unmarried partner households are reported only to the tract level. Esri estimated block group data, which is used to estimate polygons or non-standard geography.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026 Esri converted Census 2000 data into 2010 geography.

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Community Profile

Winter Park Old Library Site (drive time)
460 E New England Ave, Winter Park, Florida, 32789
Drive Time Bands (2/28/22, 4:52 PM GMT-05: 00): 0-5, 5-10, 10-15 minute

Prepared by Esri
Latitude: 28.59567
Longitude: -81.34625

	0 - 5 minute	5 - 10 minute	10 - 15 minute
Top 3 Tapestry Segments			
1.	Urban Chic (2A)	Retirement Communities (9E)	Emerald City (8B)
2.	Golden Years (9B)	Old and Newcomers (8F)	Old and Newcomers (8F)
3.	Old and Newcomers (8F)	Emerald City (8B)	Young and Restless (11B)
2021 Consumer Spending			
Apparel & Services: Total \$	\$13,659,181	\$55,565,568	\$113,548,268
Average Spent	\$3,365.16	\$2,683.03	\$2,115.08
Spending Potential Index	159	127	100
Education: Total \$	\$12,057,450	\$47,041,570	\$93,508,546
Average Spent	\$2,970.55	\$2,271.44	\$1,741.80
Spending Potential Index	172	132	101
Entertainment/Recreation: Total \$	\$20,602,366	\$82,860,108	\$164,987,533
Average Spent	\$5,075.72	\$4,000.97	\$3,073.25
Spending Potential Index	157	124	95
Food at Home: Total \$	\$34,773,448	\$140,277,228	\$283,570,334
Average Spent	\$8,567.00	\$6,773.41	\$5,282.11
Spending Potential Index	157	124	97
Food Away from Home: Total \$	\$24,388,467	\$98,918,063	\$202,330,064
Average Spent	\$6,008.49	\$4,776.34	\$3,768.84
Spending Potential Index	158	126	99
Health Care: Total \$	\$39,601,992	\$158,617,852	\$312,639,674
Average Spent	\$9,756.59	\$7,659.00	\$5,823.59
Spending Potential Index	156	123	93
HH Furnishings & Equipment: Total \$	\$14,479,074	\$58,065,280	\$115,689,137
Average Spent	\$3,567.15	\$2,803.73	\$2,154.96
Spending Potential Index	158	124	96
Personal Care Products & Services: Total \$	\$5,895,732	\$23,769,909	\$47,502,248
Average Spent	\$1,452.51	\$1,147.75	\$884.83
Spending Potential Index	162	128	99
Shelter: Total \$	\$133,967,771	\$538,797,540	\$1,075,389,628
Average Spent	\$33,005.12	\$26,016.30	\$20,031.47
Spending Potential Index	164	129	99
Support Payments/Cash Contributions/Gifts in Kind: Total \$	\$15,689,471	\$61,626,056	\$119,245,872
Average Spent	\$3,865.35	\$2,975.67	\$2,221.21
Spending Potential Index	162	124	93
Travel: Total \$	\$16,752,652	\$66,265,221	\$128,167,360
Average Spent	\$4,127.29	\$3,199.67	\$2,387.40
Spending Potential Index	163	127	94
Vehicle Maintenance & Repairs: Total \$	\$7,003,343	\$28,164,739	\$57,956,473
Average Spent	\$1,725.39	\$1,359.96	\$1,079.57
Spending Potential Index	156	123	97

Data Note: Consumer spending shows the amount spent on a variety of goods and services by households that reside in the area. Expenditures are shown by broad budget categories that are not mutually exclusive. Consumer spending does not equal business revenue. Total and Average Amount Spent Per Household represent annual figures. The Spending Potential Index represents the amount spent in the area relative to a national average of 100.

Source: Consumer Spending data are derived from the 2018 and 2019 Consumer Expenditure Surveys, Bureau of Labor Statistics. Esri.

Source: U.S. Census Bureau, Census 2010 Summary File 1. Esri forecasts for 2021 and 2026 Esri converted Census 2000 data into 2010 geography.

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Old Library Site

460 East New England

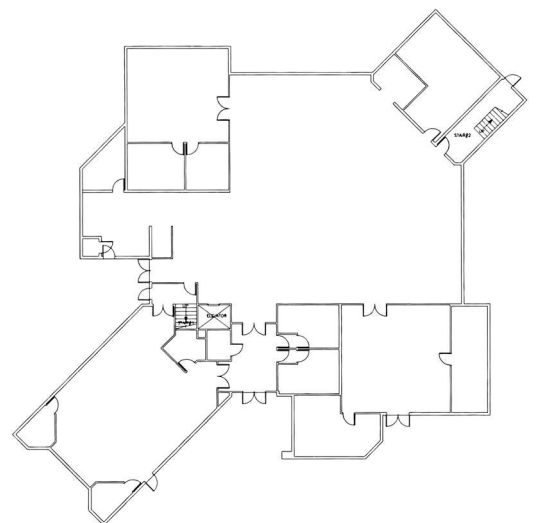
Exhibit C

Purpose

The general intent of this briefing sheet is to provide basic information on the property for discussion purposes only.

General Information

Acreage (Sq. Ft.)	1.75 (76,127)
Building Size	32,636
Building Date	1979
Zoning	R-4
Future Land Use	Institutional
Height	3 stories (existing max is 55 feet)
Floor Area Ratio	200%
Existing Parking	68 spaces
Ownership Type	Deed (no restrictions known)
Traffic Counts	~35,000 ADT (East Fairbanks)
Assessed Value (2021)	\$6,446,111



Old Library Site

460 East New England Avenue



Exhibit D

