



City Commission Work Session

Agenda

August 4, 2021 @ 10:00 am

City Hall - Commission Chambers
401 S. Park Avenue

welcome

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please note

Times are projected and subject to change.

1. Call to Order**2. Discussion Item(s)**a. **Progress Point Discussion**

2 hours

- RFP
- Subcommittee Work
- Commissioner Weaver suggestions to site modifications

3. Adjournment



City Commission agenda item

item type Discussion Item(s)	meeting date August 4, 2021
prepared by Bronce Stephenson	approved by Bronce Stephenson, Michelle del Valle, Randy Knight
board approval Completed	
strategic objective	

subject

Progress Point Discussion

item list

- RFP
- Subcommittee Work
- Commissioner Weaver suggestions to site modifications

motion / recommendation

Provide input to the RFP Guide for the activation of the Progress Point property as created by ACi Architects, per their scope of services contract with the City.

Provide any preferred changes from the previously designed site design of Progress Point.

background

In August of 2020, the City Commission approved a multi-faceted Scope of Services with ACi Architects. This scope has resulted in major public input, extensive market and economic analysis, following the direction and vision of the City Commission, visioning of a world-class park with area-wide parking and activation, a conceptual site plan for the park area, and an Request for Proposals (RFP) Guide for the City to use in the consideration of partnership with the private sector on the activation areas, parking and adding additional amenities to the site.

ACi Architects will be bringing their final deliverable of the Progress Point Scope, the guide to the creation of an RFP for mainly the "activation area" of the Progress Point property, where the City will entertain proposals from the private sector to potentially develop on a portion of the property which will result in the activation of the park space with appropriate commercial or related uses.

It is important to note that what is being presented and discussed is not an RFP, but

rather a guide for the Commission to establish parameters for use in the creation of a formal RFP for solicitation of ideas. ACi performed market studies, collected data on the current economic climate of the region, and has provided the Commission with the tools needed to attract a development partner who shares the vision for the site and has a proven track record of successful development.

Additionally, the attachment of the ACi Final Report shows the site plan and general park design that that City Commission chose. At the June 10th OAO work session, the Commission created a subcommittee of Commissioner Weaver and Commissioner DiCiccio. and with 2 tasks: To come to agreement on the possible realignment of Palmetto Avenue; and, To work to bring the cost of the project, specifically the park area, to a budget that would fall within the +/- \$3.1 million that was available for the project. The sub-committee met on June 30th and July 7th and had dialogue and negotiation on a number of topics, and reached consensus on the 2 items.

In addition to meeting the subcommittee goals, the subcommittee also received input from community members about potential alternative designs and uses for the park. As the subcommittee was not tasked with modifying the design and was unable to develop consensus regarding the newly presented ideas, they felt it was best for the full Commission to affirm the tentative design and deal points of the RFP, before moving to the next steps of the project. Included in this packet are new design suggestions developed by Commission Weaver.

Having the full Commission, representatives from ACi & Land Design, and staff at this meeting should provide an opportunity to address all outstanding issues so that the ACi Scope can be completed and there are no delays on getting this project started and completed as expected.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[PP- Progress Point Final Report.pdf](#)

ATTACHMENTS:

[progress-point-property-community-survey-results.pdf](#)

ATTACHMENTS:

[PDF - FINAL CITY EDITS CLEAN - RFP-Progress Point 07-30-2021.pdf](#)

ATTACHMENTS:

[RFPX-21_PP_Redevelopment of City Owned Land_Specification.pdf](#)

ATTACHMENTS:

[WEAVER - PROGRESS POINT MODS.pdf](#)

ATTACHMENTS:

[For 6.29 Subcommittee Packet.pdf](#)

Transforming Progress Point

Redevelopment Guidelines and Action Plan



June 17, 2021

PUBLIC DRAFT #2

Project Sponsor

City of Winter Park, FL

Advisor / Consultant

ACi Architects

City Commission

Mayor	Phil Anderson
Commissioner	Carolyn Cooper
Commissioner	Sheila DiCiccio
Commissioner	Marty Sullivan
Commissioner	Todd Weaver

City Administration

City Manager	Randy Knight
Planning & Transportation	Bronce Stephenson, Director Allison McGillis, Planner III
Public Works	Troy Attaway, Director
Communications	Clarissa Howard, Director
Information Technology	Parsram Rajaram, Director

Consultant Team

ACi Architects:	Development/Planning/Architecture
LandDesign:	Landscape Architecture/Civil Engineering
Charles Wayne Consulting:	Market Analysts
Bruce Stephenson, PhD:	Academic Research, Professor Environmental Studies Rollins College, Author <i>Iconic Planned Communities; Challenge of Change Portland's Good Life: Sustainability and Hope in an American City</i>

Contributors:

David Miller, ASLA:	3D Video Fly-through of Vision Framework
Fred Kent/Kathy Madden:	Founders of <i>The Social Life Project</i> and <i>Project for Public Spaces</i> , Founder of the <i>Placemaking Movement</i>

Methodology/Process

This report’s methodology and process included 750 survey/charrette participants; input from academic and world renowned park/public space experts; assessment of market trends; site visits to other cities; and interviews with Orange Avenue corridor businesses, residential neighborhoods and leaders of the nearby 48-acre Mead Botanical Garden. Commission directives also requested input from the private sector to assess levels of interest and to identify private investment options that could offset public costs and generate income to the city above and beyond its investment. Based on market research of the potential financial value of the proposed redevelopment when completed, the benefits of a public-private approach will be explored through a City “request for proposal” from the private sector.

The following pages represent a summary of the public and private data collected and tabulated. This critical information was used to create a more definitive understanding of how this early vision framework needed to be refined and used as part of the Redevelopment Guidelines described within this report.



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01 Overview

Introduction and Vision Framework

Through a series of scheduled City Commission public work sessions, surveys, market research, targeted users input, private/non-profit investment input, and Commission directives, this report represents the City's groundwork to transform ± 3.54 acres of city owned land known as "Progress Point" within the vision framework and guidelines described herein.

After a decade of redevelopment ideas for Progress Point, multiple groups of citizens volunteered their time (unpaid) to bring forth several ideas and possibilities to the Commission. This Commission led public discussion resulted in specific directives to City Staff to further study the possibilities and bring back detailed refinements. That "Vision Framework" as shown herein, was tied to an overarching vision to transform this strategic piece of city real estate located on a busy state road into a world-class public Park. Similar to the City's downtown Central Park and other great urban street parks, a vision activated with village-scale private development just west of the new 1.5 acre Park. Potential uses to be studied included micro-restaurants, rooftop bar/dining, shops, shared work space, galleries, wellness and education. This vision was to offer the Orange Avenue gateway corridor a unique place-making and economic development opportunity to cultivate a more vibrant village-scale destination. Respecting Commission directives, citizens input and high standards for quality, this document also integrates the unique attributes and specific features of its culture, landscape and architecture. These are a vital part of the park's vision, and very similar to one of Winter Park's greatest assets, Park Avenue and Central Park.



Existing Progress Point Land

The City and surrounding businesses have also documented an appreciable shortage of public customer parking that has stagnated new growth along the Orange Avenue corridor and has caused a major retail destination tenant to leave the area. In the public survey, parking was cited as one of the biggest reasons someone would not go to the proposed new Park. A parking garage also can alleviate adverse impacts to surrounding residential neighborhoods from large community events taking place at the nearby historic Mead Botanical Garden.

Based on non-profit organizations, like the Winter Park Land Trust, and Winter Park's "Sustainability Program" this report also recognizes that improving Winter Park's environmental performance of city-owned land will add value to its capital assets, and at the same time, yield important "quality of life" benefits for Winter Park citizens. As part of the Commission's directives, this report also documents a conceptual design for new greenways within public rights-of-way that can connect the redevelopment of Progress Point's new Park to Winter Park's network of parks and green space known as the 'Emerald Necklace'. Initial plans for integrating this green infrastructure from Progress Point are included in this report as part of the city's future plans and funding opportunities with the new federal infrastructure bill and other sources.

VISION FRAMEWORK FROM EARLY COMMISSION WORKSHOPS

This plan represents an early pro-bono concept and vision for the Progress Point park redevelopment. This concept was based on in-depth discussions between the Commission and public that defined a master plan that include the following program elements:

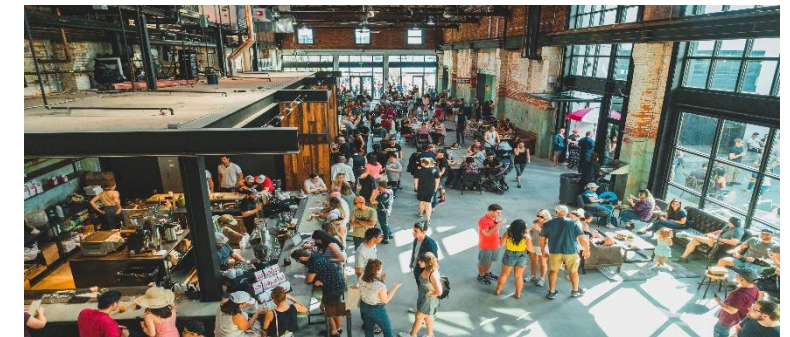
- ± 1.5 acre park
- Realigning Palmetto Avenue to increase contiguous land area
- Public parking to meet project & district needs
- Commercial uses to promote activation of the park
- Strong walkable/bikeable public connectivity
- Gateway to Mead Botanical Garden
- Village scale
- Maximum 2-story buildings 20,000 SF/Floor



VISION FRAMEWORK FROM EARLY COMMISSION WORKSHOPS

These images are representative of the vision for the Park, public space and commercial uses that activate the park. These images contain important planning, design and composition for next steps of a redevelopment program and plan.

- ± 1.5 acre park
- Indoor/outdoor mix of uses including food, drink, gatherings, fitness
- Abundant shade
- Traditional and non-traditional water features
- Safe and family-friendly
- Outdoor spaces that act as “rooms” a variety of uses
- Variety of seating types
- Strong connectivity to walkable/bikeable pathways, trails, greenways
- Rooftop dining to extend park experience



Commission Public Work Sessions Guidance and Directives

These Guidelines and Directives were generated by the Commission following the workshop approval of the Conceptual Masterplan and Vision for the redevelopment of the Progress Point.

- High-level conceptual work to include pathways from Mead Botanical Garden to Progress Point Park-Library-Martin Luther King, Jr. to Central Park and its contemplated future expansion. This effort to be aimed at an expansive Federal scope so we have a better chance to qualify for forthcoming federal infrastructure bill as a shovel-ready project.
 - Role and Responsibilities between City and Private sector.
 - Visual showing importance of “greenway” as a public network connecting Mead Botanical Garden to Progress Point, and Martin Luther King, Jr. Park, and Central Park-Regional SunRail Station.
 - Approximately 1.5 acres contiguous park land (excluding bike path, promenade, buildings/gap between buildings, area south of Palmetto).
 - Sensitivities to hardscape space within Park that follow the park’s vision.
 - No residential on property.
 - City must control the property.
 - City Ownership of land in perpetuity.
 - Contributes to parking needs of small businesses in the area including a garage.
 - Maximum 20,000 SF building ground floor footprint on the land.
 - Maximum 2 stories for a total of 40,000 SF plus rooftop uses.

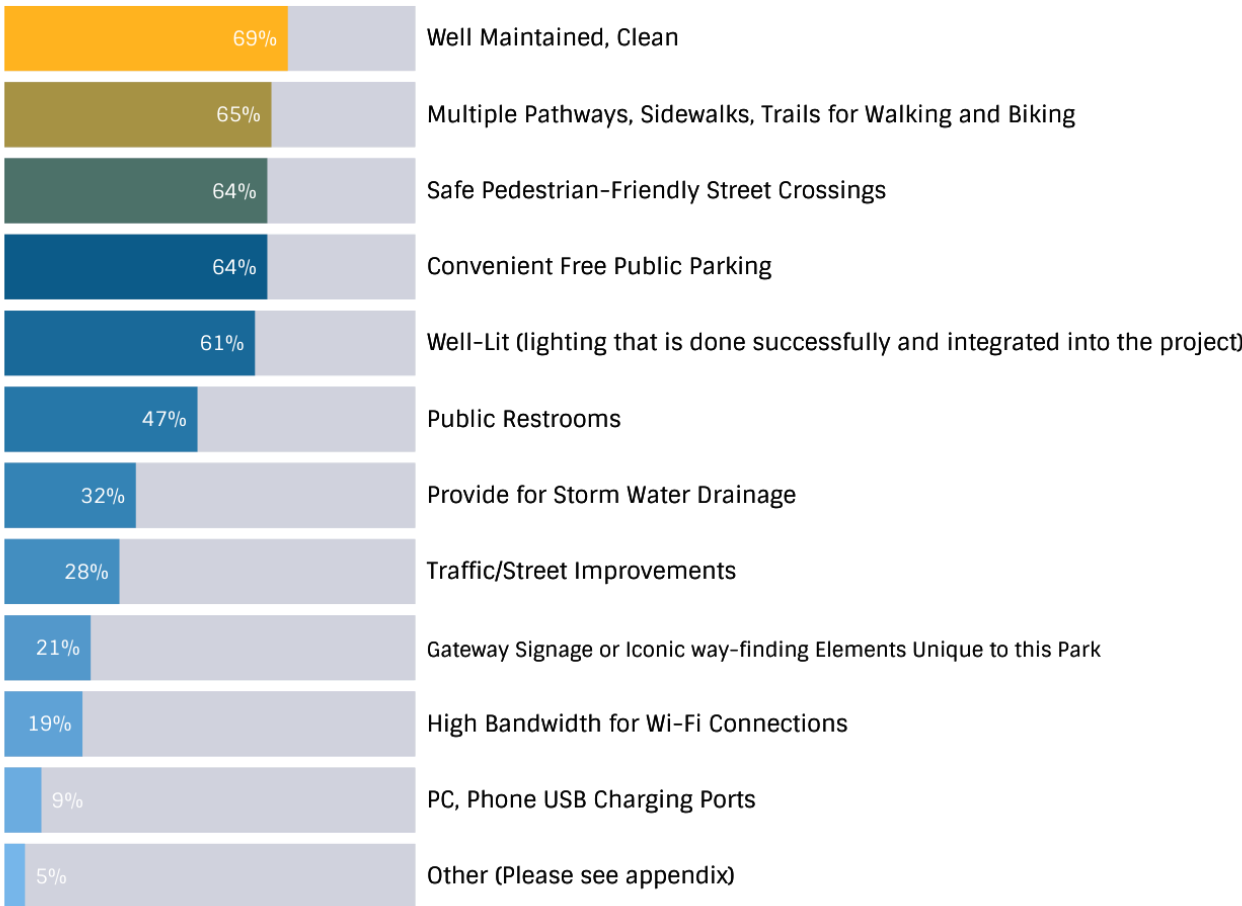


Community Survey and Live Virtual Charrette Input

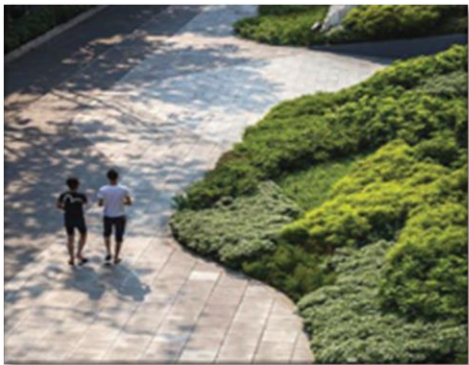
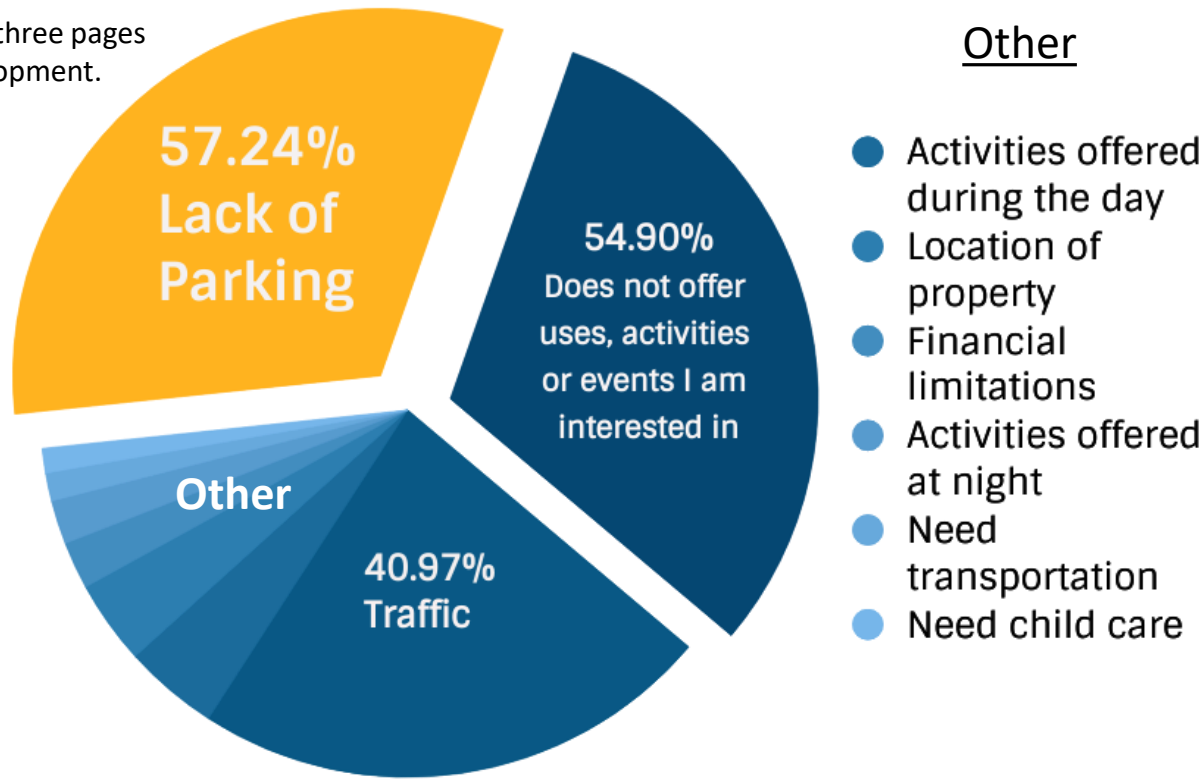
Following the Commission Work Sessions, the City staff and Consultant team facilitated an extensive public effort that resulted in one of the City’s highest public responses from more than 750 participants. The following three pages are a sample of the data that was collected and tabulated providing great direction for the design of the redevelopment.

For full results of the survey, please see the Appendix.

Chosen Features to Enhance the Park and Public-Space*

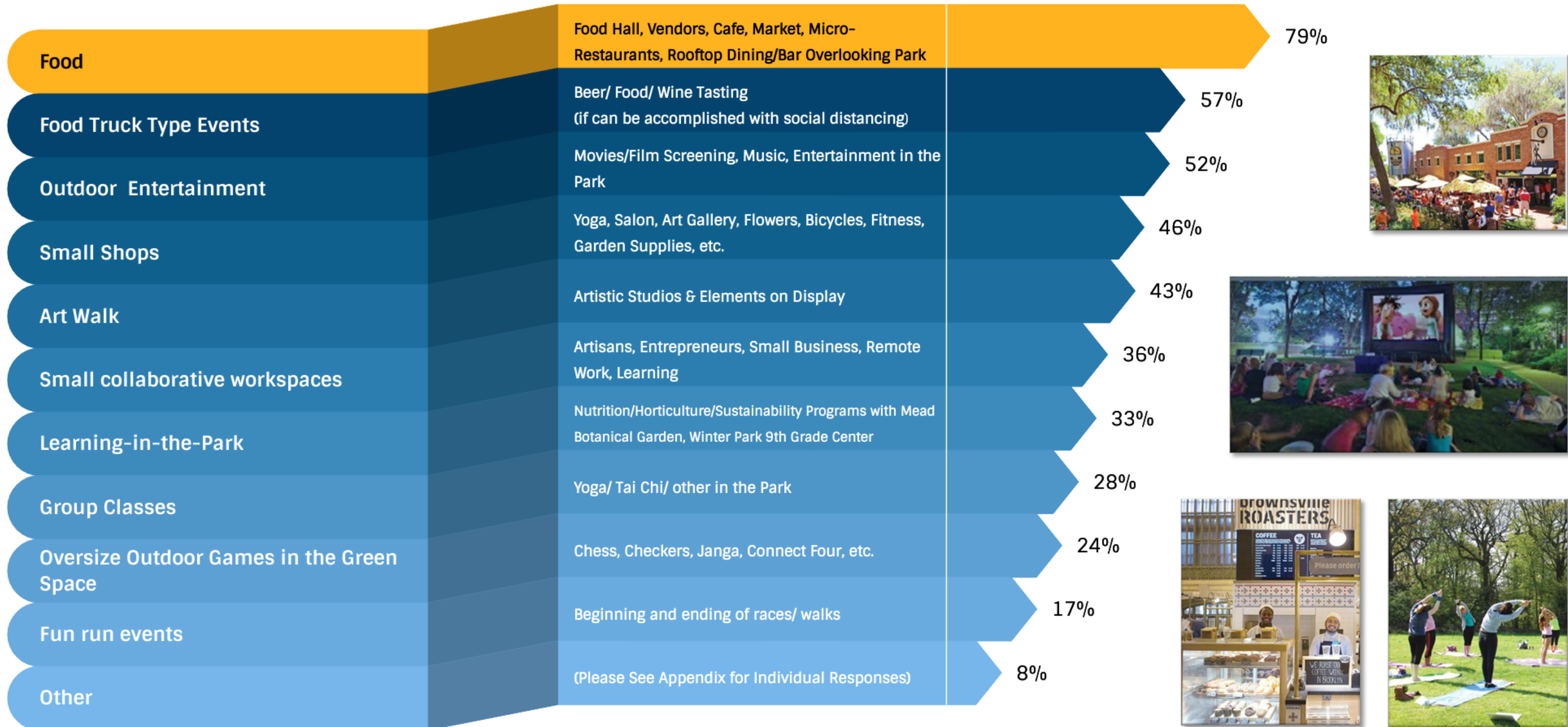


What are barriers that would prevent you from using the Park?*



*Note: Percentages shown are based on the total number of responses to answer choices. See attached Appendix for Survey Monkey results.

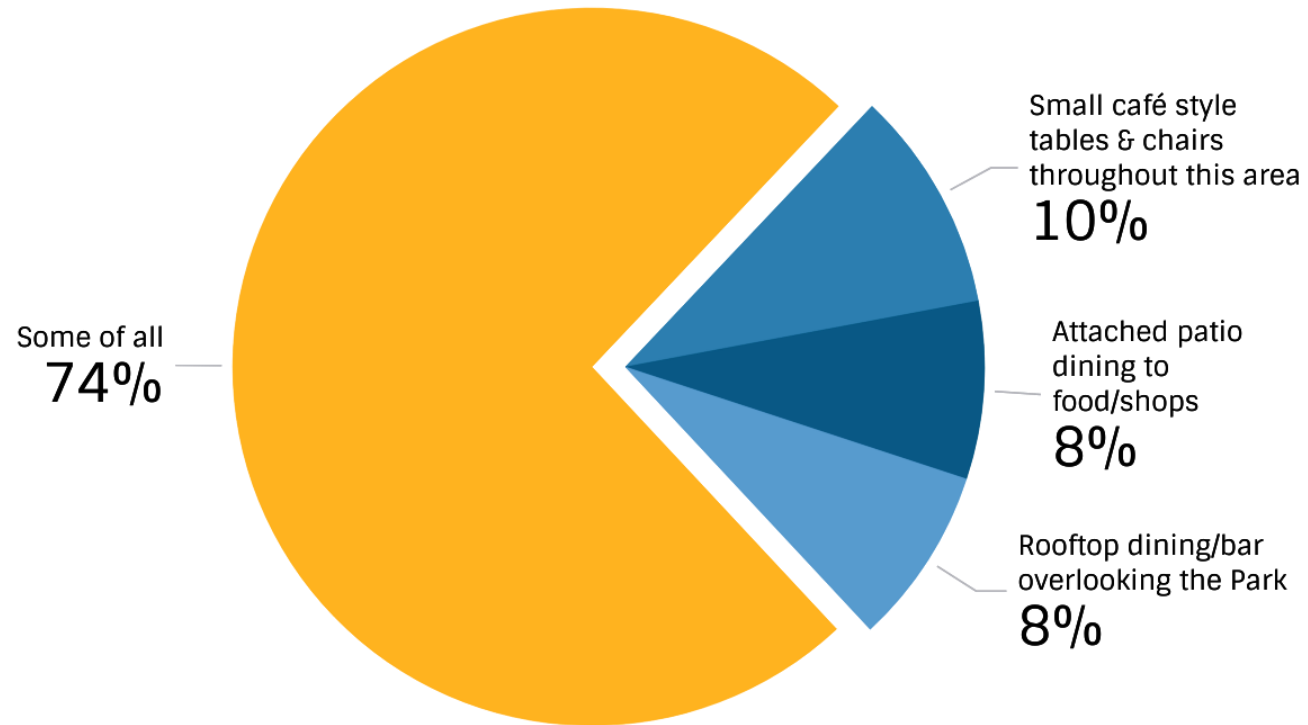
Uses that complement and integrate with the Park*



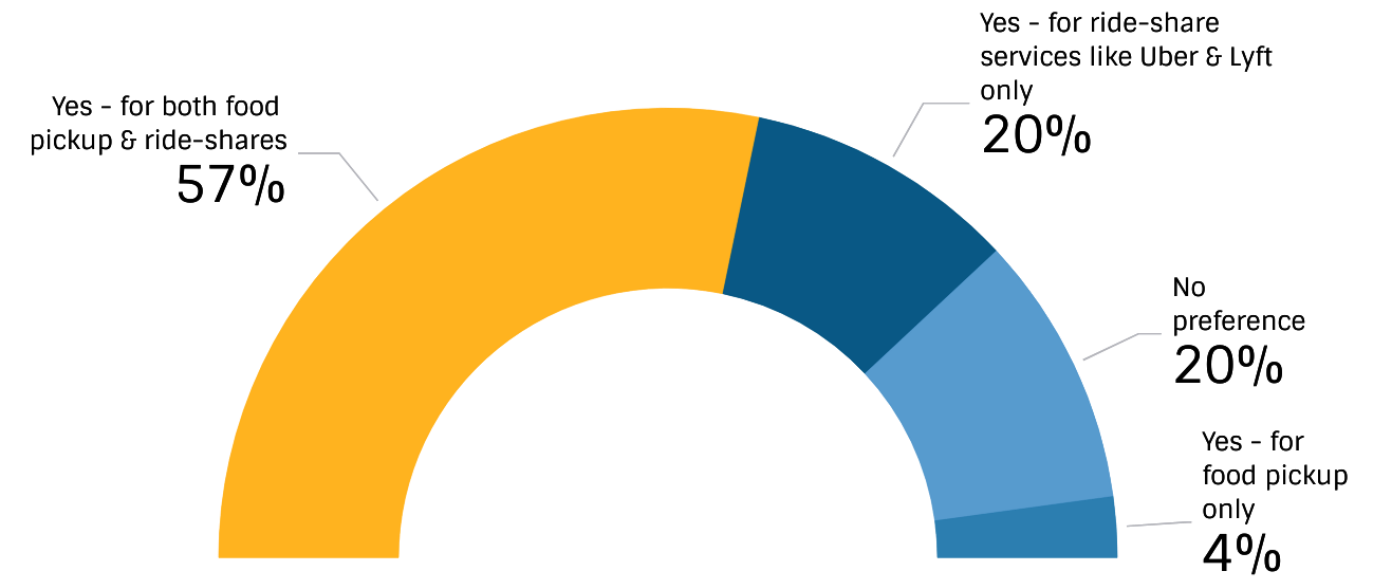
*Note: Percentages shown are based on the total number of responses to answer choices. See attached Appendix for Survey Monkey results.

Activating the Park

What kind of outdoor dining should be in this space?



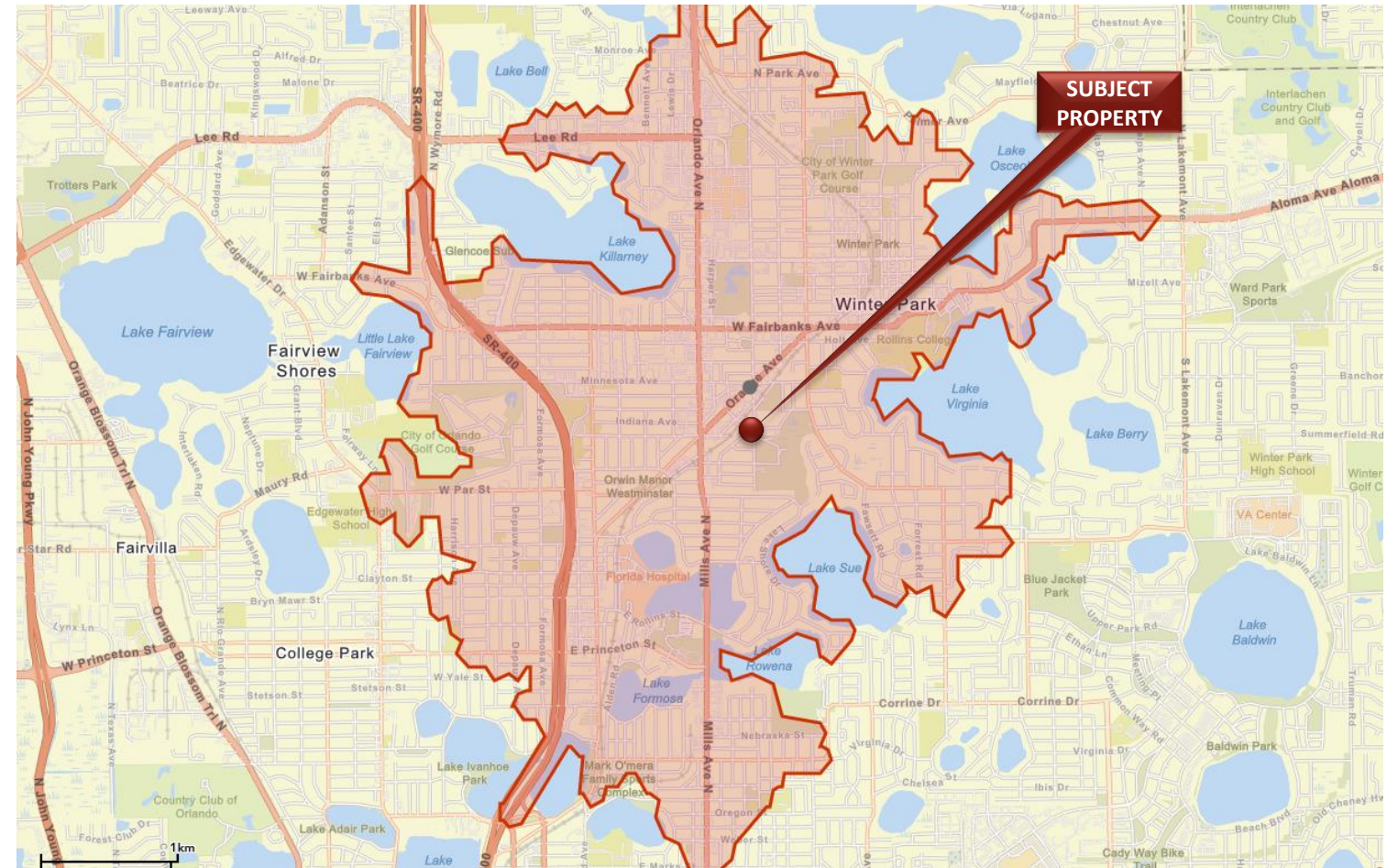
Is a designated area for curbside food pickup and ride-share services important?



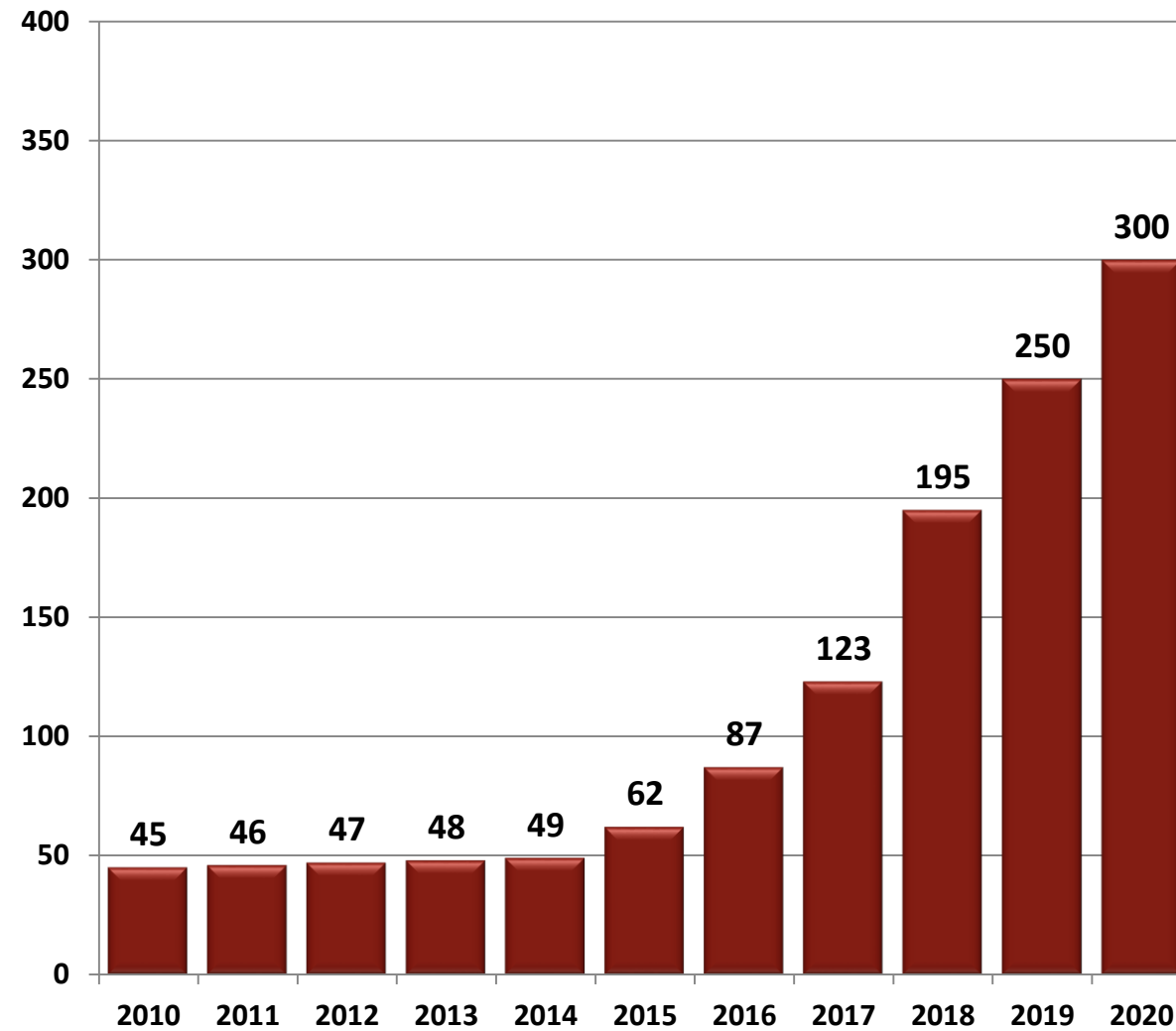
- Winter Park and the location of this specific site, using a trade area within a 5-minute drive, if designed properly offers a high-valued market opportunity to the City and private sector.
- Market metrics shown on the following slides and in the Appendix indicate a strong opportunity for a destination experience that is sustainable and will increase surrounding real estate values.
- The combination of a world-class park with food, micro-restaurants, shared work studios, wellness and fitness is a long term trend that is growing rapidly.
- Good examples of successful village-scale food/brewery style experiences include Crooked Can in Winter Garden, Florida.



TRADE AREA: 5-MINUTE DRIVE TIME



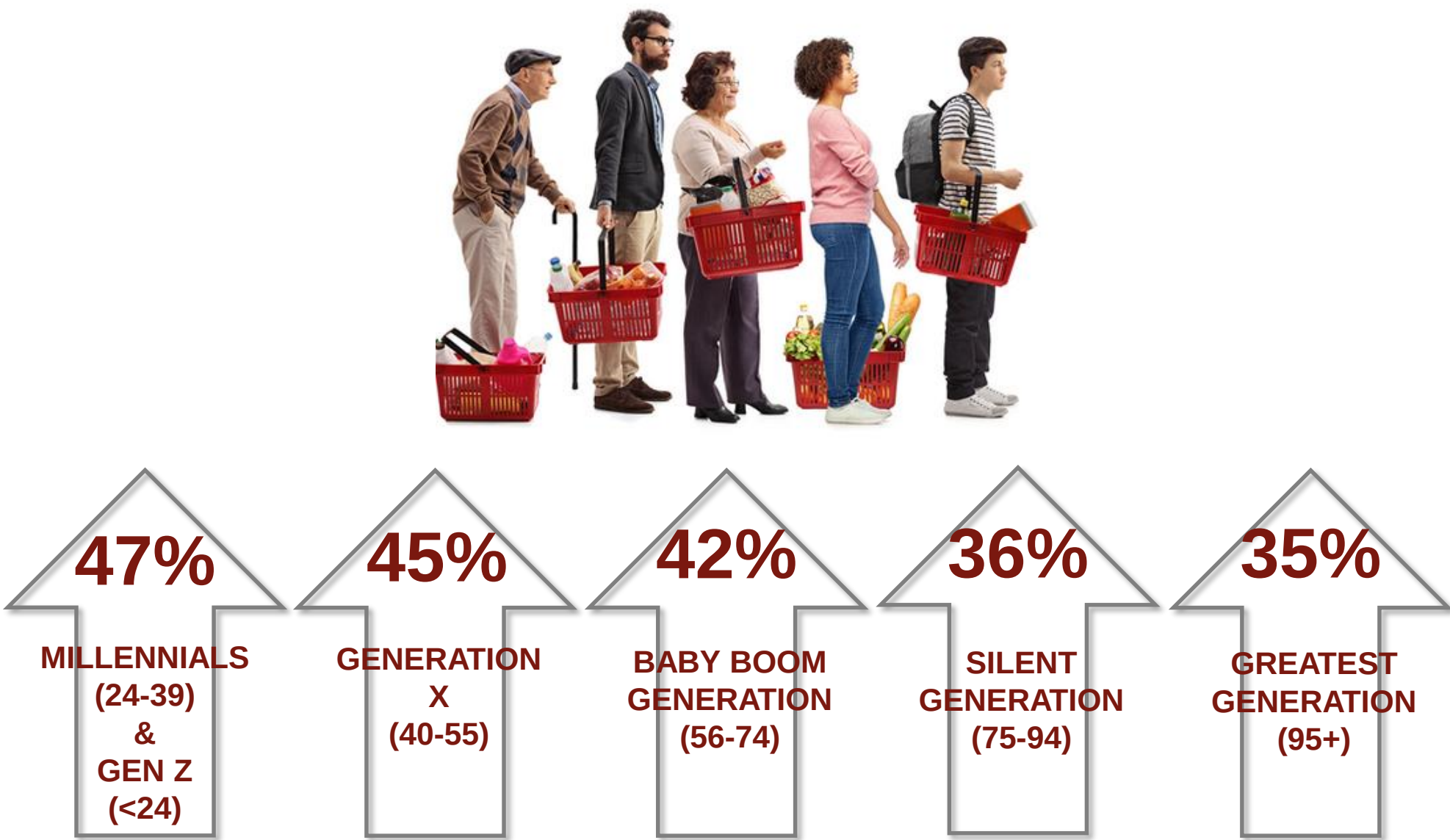
NUMBER OF FOOD/MICRO-RESTAURANTS: U.S.



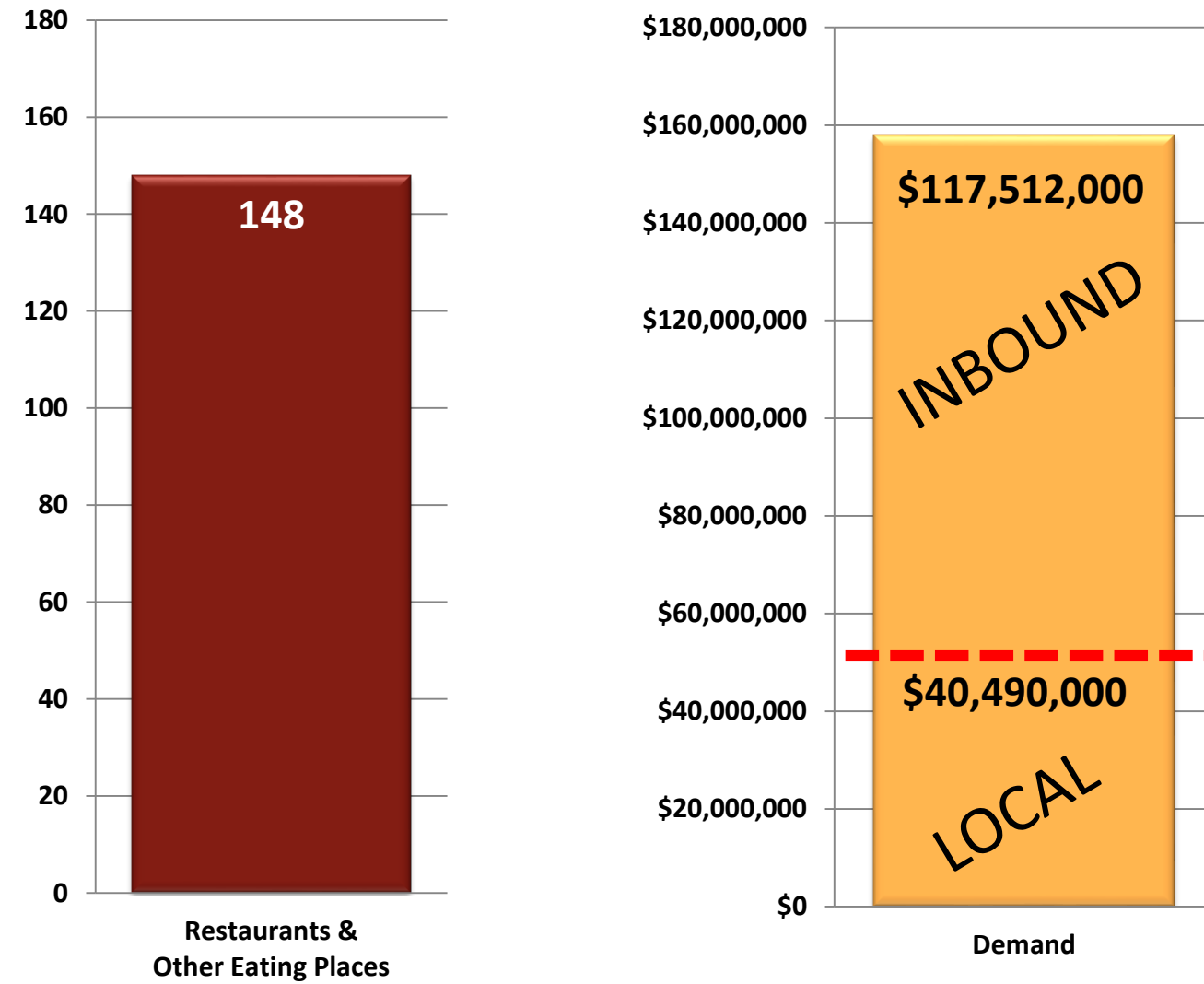
20.9%

**AVERAGE
ANNUAL
GROWTH**

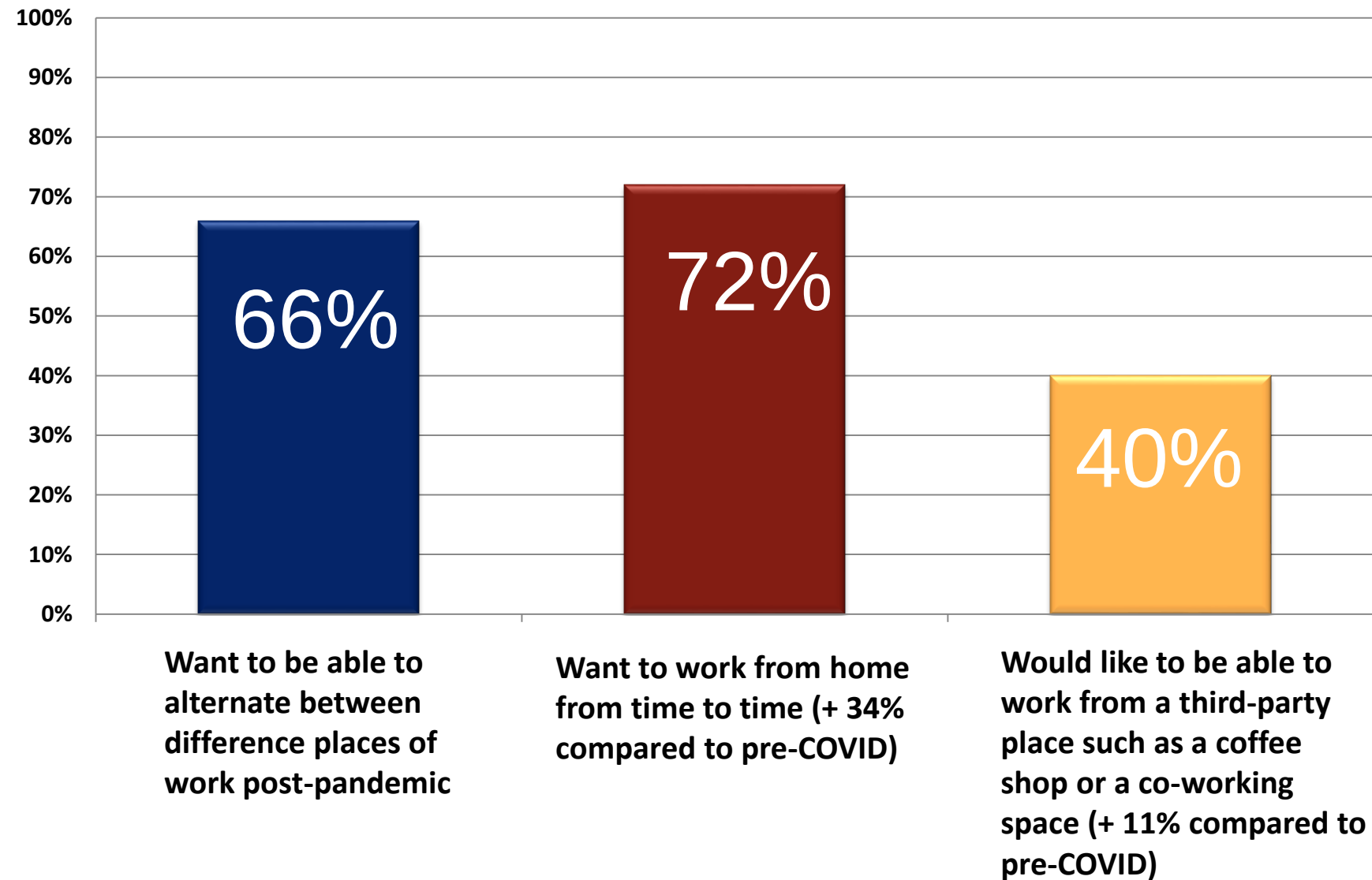
% OF FOOD AWAY FROM HOME BY GENERATION: U.S.



SUPPLY / DEMAND DYNAMICS: 5-MINUTES

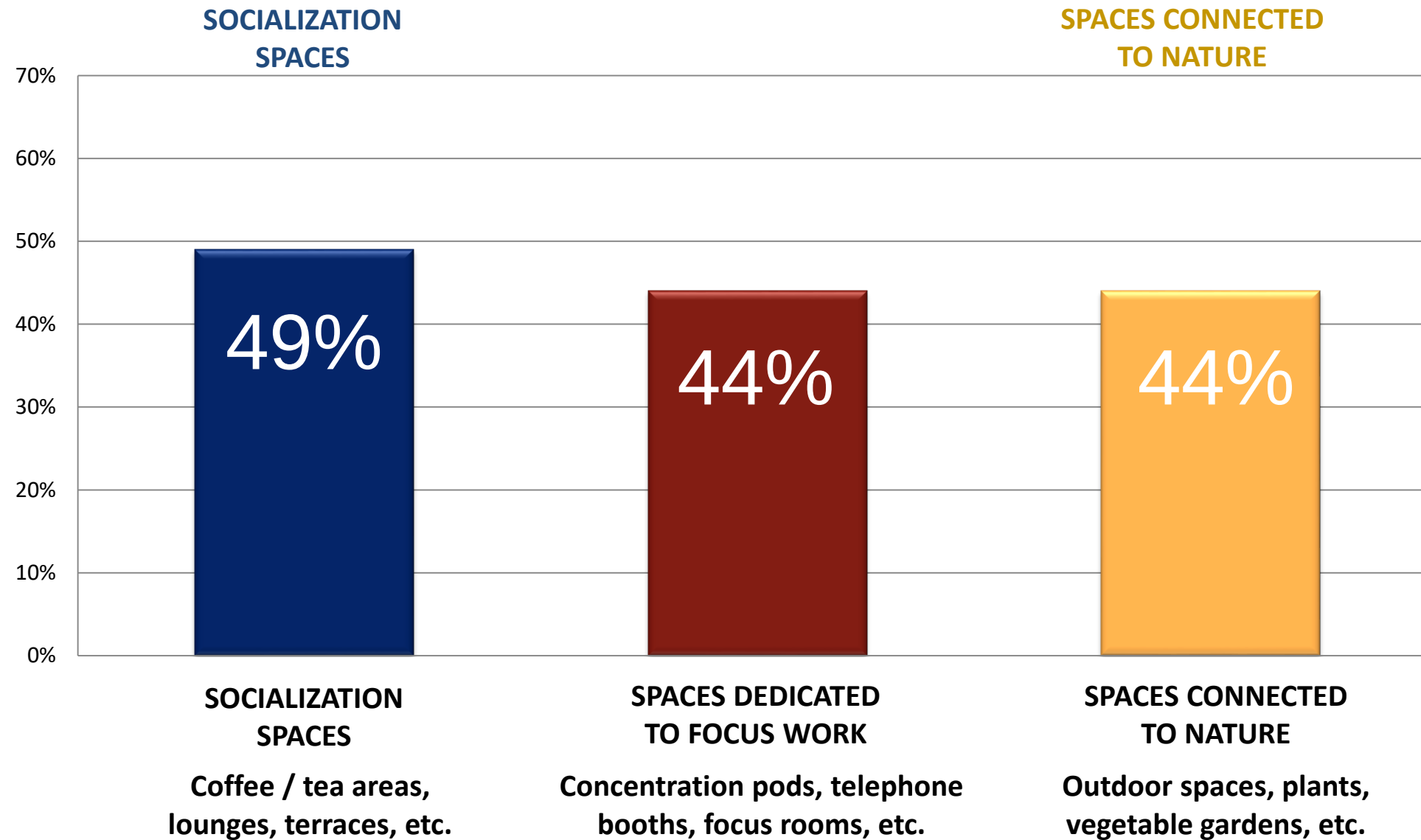


PREFERENCES FOR NEW WORK PATTERNS: 2020 Q2



SOURCE: © JLL, Shaping Human Experience, 2021, Global Office Survey

TOP SPACES TO BOOST THE EMPLOYEE EXPERIENCE: 2020



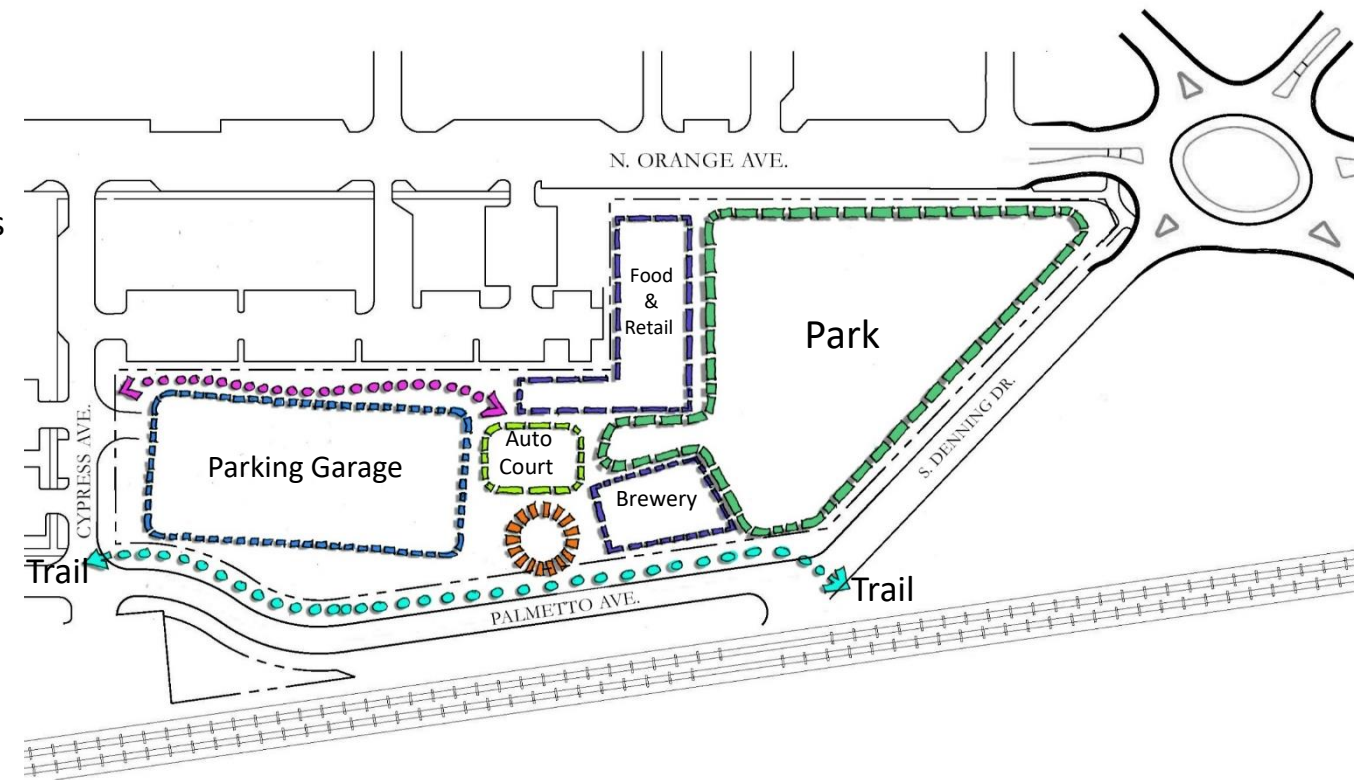
SOURCE: © Jones Lang Lasalle IP, INC. 2020

02 Redevelopment Vision

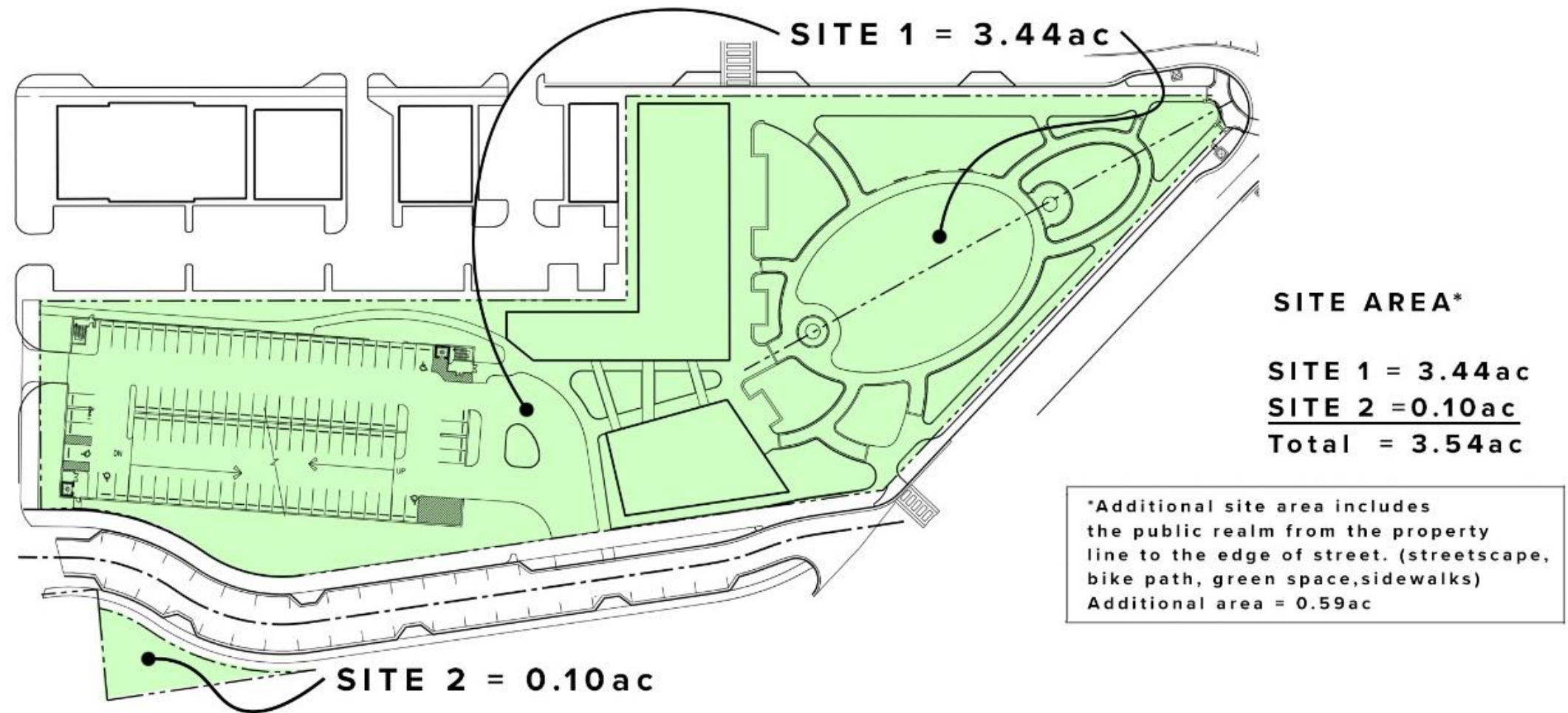
PUBLIC - PRIVATE - MARKET RESEARCH INPUT DIAGRAM

Programming

- Park & public spaces to create a “living room” for Orange Avenue
- Micro-restaurants/craft brewery, shops, shared work, galleries, wellness/fitness
- Rooftop Dining/Bar
- Public shared parking garage
- Stormwater
- Walkable/Bikeable/Trails/Greenways
- Pedestrian Crosswalks
- Denning Avenue/Greenway Master Plan
- Palmetto Avenue realignment to increase contiguous land allocation
- Mead Botanical Garden sign/streetscape

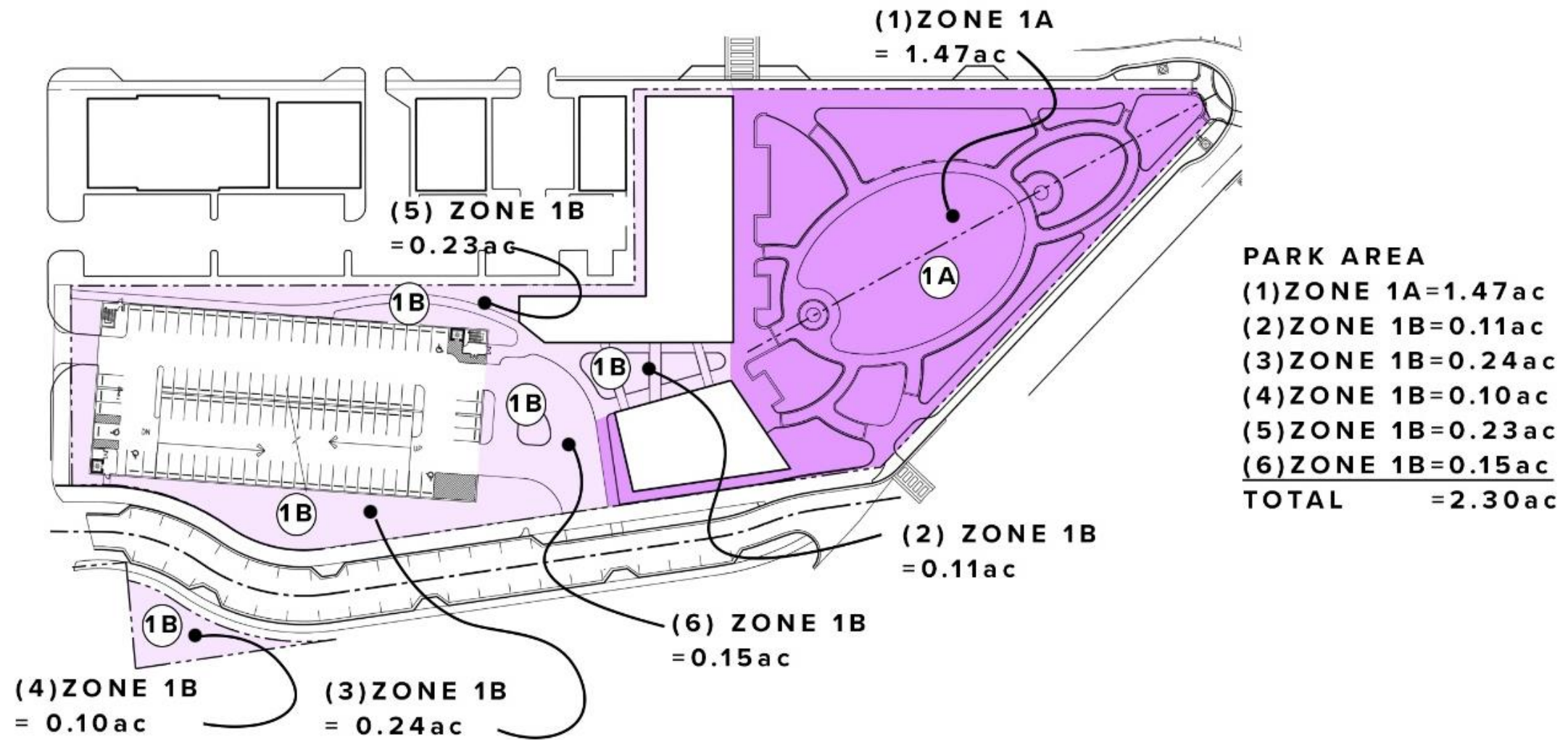


DEVELOPMENT ALLOCATION METRICS



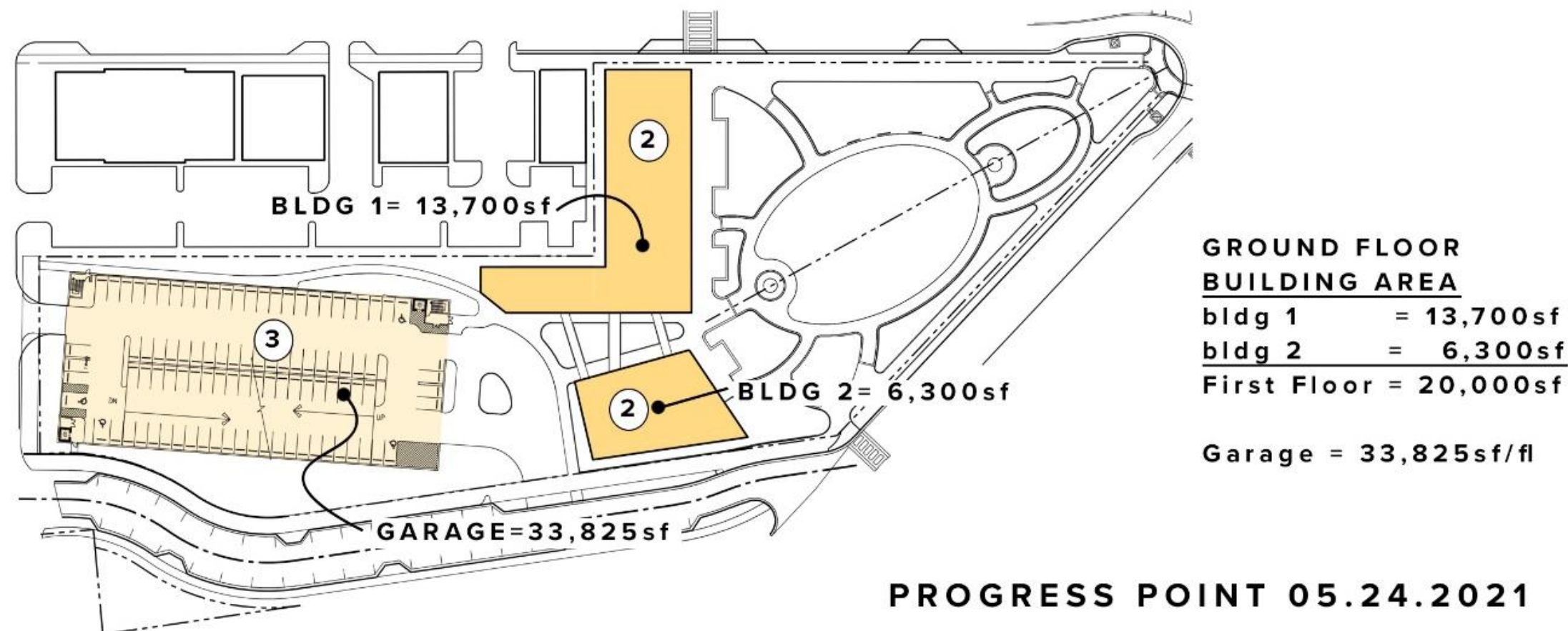
DEVELOPMENT ALLOCATION METRICS

Park Areas



DEVELOPMENT ALLOCATION METRICS

Mixed Use Buildings & Parking Garage Footprint Areas



DEVELOPMENT USES & LAND ALLOCATIONS

	ZONE	APPROXIMATE FOOTPRINT OF LAND AREA	LEVELS	APPROX. SQUARE FEET	ZONING	FLOOR- AREA - RATIO	APPROX. TOTAL GARAGE PARKING	APPROX. GARAGE PARKING FOR PUBLIC	APPROX. GARAGE PARKING FOR MIXED USE BUILDINGS*
CITY PARK	1A	± 1.47 Acres	---	± 64,033 sf	Overlay	---	---	---	---
Park Space - see Development Area Allocation Metrics									
ADDITIONAL LANDSCAPE EDGES, GARDEN TERRACE, OPEN SPACE, PLAZA, PROMENADE	1B	± 0.83 Acres	---	± 36,155 sf	Overlay	---	---	---	---
Pedestrian Walkways to Cypress Ave & Adjacent Businesses Garage Plaza to City Park									
MIXED-USE BUILDINGS- see Development Area Allocation Metrics	2	± 0.46 Acres	2 + Partial Rooftop	± 40,000 sf 20,000/level	Overlay	± 0.26	---	---	---
Food Hall-Micro Restaurants Craft Brewery / Winery Micro Commercial-Retail Studios Partial Rooftop Dining									
PARKING GARAGE – see Development Area Allocation Metrics ± 300-Car Option ± 400-Cars Option	3	± 0.78 Acres	Above grade 2 levels 3 levels (+1 level below grade both options)	33,825 sf/level	Overlay	± 0.44 ± 0.60	± 300 Cars ± 400 Cars	± 80 Cars ± 180 Cars	± 220 Cars* ± 220 Cars*
Auto Court Entry Pedestrian Walkways from Garage to Cypress Ave & Adjacent Businesses Ride Share Food Pickup / Take-out / Valet									
INFRASTRUCTURE – see Land Design Civil Engineering Drawings	4	---	---	---	---	---	---	---	---
Palmetto Realignment Stormwater / ROW / Utilities / Pad-ready Building Sites Denning Ave Streetscape to Mead Botanical Garden									
TOTAL CITY OWNED LAND	---	± 3.54 Acres	---	---	---	---	---	---	---

* Method of calculating parking spaces for restaurant and commercial uses is based on critical market and financing requirements. For this project to be financed, parking will exceed the City parking code.

03 Master Redevelopment Plan & Schematic Design

PARK SCHEMATIC DESIGN



Park as Gateway

Orange Avenue - Denning Avenue - Mead Botanical Garden



DESIGN ILLUSTRATION – Existing Site Looking West From the Point of Orange-Denning Across the Park to Orange Avenue



DESIGN ILLUSTRATION - Looking West From the Point of Orange-Denning Across the Park to Orange Avenue



DESIGN ILLUSTRATION – Park Shaded Rooms with Garden Patios, Restaurants, Shops, Shared Work Studios, Galleries



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Street Scene

The Social Life of Orange Avenue



DESIGN ILLUSTRATION - Existing Site Orange Avenue Looking Southeast



DESIGN ILLUSTRATION - Orange Avenue Looking Southeast at Pedestrian Crossing to Park Arrival Plaza



DESIGN ILLUSTRATION - Orange Avenue Looking Southeast to Park Arrival Plaza, Shade Trellis, Seating Walls



Extending the Park Experience

Day and Night

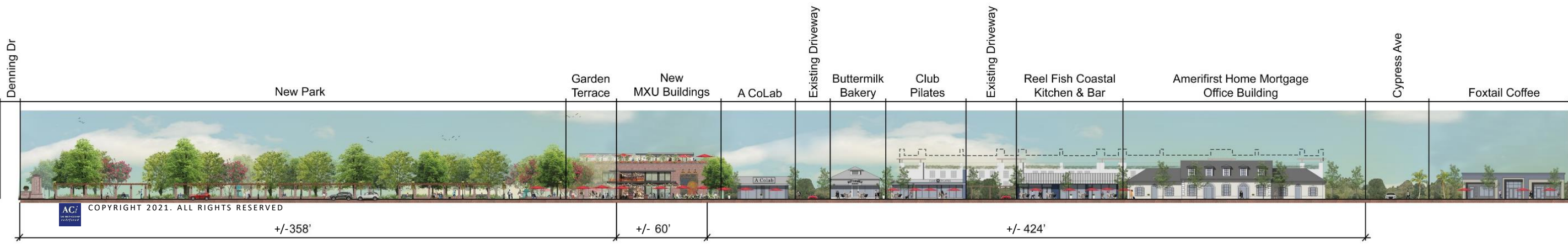


DESIGN ILLUSTRATION - Park Nighttime Event Gathering

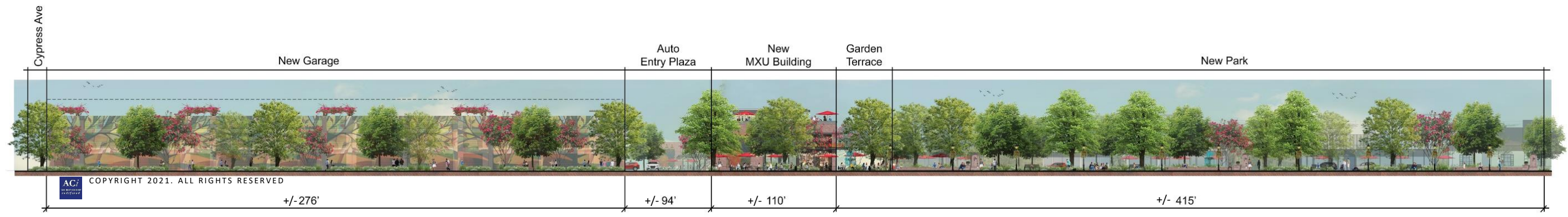


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BUILDING DESIGN PRINCIPLES - Street Sections Showing Building Massings, Adjacencies, and Connectivity

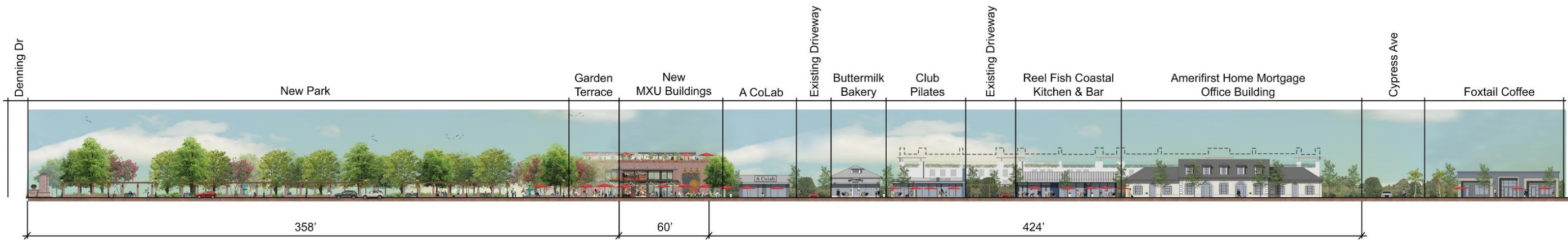


Street Elevation study along Orange Avenue from Denning Avenue to Cypress Avenue



Street Elevation along Palmetto from Cypress Avenue to Denning Avenue

BUILDING DESIGN PRINCIPLES - Street Sections Showing Building Massings, Adjacencies, and Connectivity

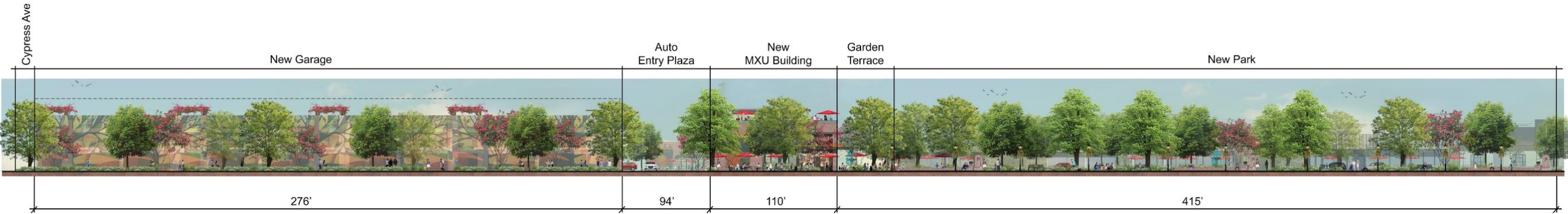


Street Elevation study along Orange Avenue from Denning Avenue to Cypress Avenue



Enlarged view along Orange Avenue

BUILDING DESIGN PRINCIPLES - Street Sections Showing Building Massings, Adjacencies, and Connectivity



View along Palmetto Avenue from Cypress Avenue to Denning Avenue



Enlarged view along Palmetto Avenue

BUILDING DESIGN PRINCIPLES - Street Sections Showing Building Massings, Adjacencies, and Connectivity

Conceptual Garage Elevation
Garage / Walkable-Bikeable Trail / Park Landscape
Palmetto Avenue – South Elevation



Enlarged view of garage

04 Redevelopment Guidelines

REDEVELOPMENT PRINCIPLES INTRODUCTION

At the heart of any successful project is, “**Good Design**”. Good Design is not just what looks good; it must innovate, function, be useful and have an aesthetic that fascinates and immediately appeals to its users’ senses. A well-designed building and its surrounding based on “Good Design” principals has the potential to provide much needed services and amenities to local residents, while contributing significantly to the quality of a neighborhood’s streetscape, economic vitality and integrated park space. The benefits of a well-integrated building and park space will include positive changes to the social, economic, and environment health of the community as whole. The following Design Guidelines are provided to help guide the City and Design Team to make conscious choices in the project’s massing, placement, materials and aesthetic that will reinforce the approved vision for the project as reflected in the park renderings.

ACTIVATING THE PARK

The new 1.5 acre Park will create a “**living room**” of public space and much needed urban green space for this section of Winter Park. The new Park will have a mix of landscaped and hard edges, pathways, formal lawns, soft landscape beds, water fountains and a healthy tree canopy for shade. The success of the Park will depend greatly on the ability of the new commercial space to attract residents to the location through a mix of uses, parking and good design. Design decisions for the commercial space should always be looking for ways that help to activate the Park, add to the overall quality of the space and enhance the qualities of the park. Below are various design opportunities that the commercial space can play towards activating the Park.

- Mix of commercial uses that are active from morning to night.
- Large overhangs that provide additional shading to people in the park.
- Public restrooms for the park.
- Flexible layouts that allow for new uses.
- Easy, accessible parking and flow through the spaces and between buildings.
- The building should be thought of in all three dimensions so there is not an obvious “back door”.
- Loading and Waste should be carefully designed so it does not diminish the park experience.
- Seasonal changes to the commercial spaces and facades to enhance the park experience.
- Programing activities to help activate the park space.
- Positioning the buildings to fully engage the 1.5 acre park space and encourage outside seating and activities.



BUILDING DESIGN PRINCIPLES

The commercial buildings on the site should serve as a supporting anchor for the park. As stated before, all design decisions should always be about finding ways to improve the park and not distract from it. This principle is extremely important when it comes to designing the building. Below are some key principles for the building that must be incorporated in the design. A well-designed ground floor façade contributes to the activation of the street and park space. The design must ensure a high visibility into and out of the ground floor commercial space. A transparent storefront helps to welcome the public, increase natural light, enhance curb appeal and discourage crime.

- The building should have a **village scale feel**.
- Large overhangs of balconies and cornices to provide **shade and shelter** for dining on the park terraces.
- The building should have a contextual contemporary design influence, such as reimagining an industrial space.
- Post and beam style architecture to allow maximum openness along the façade. Emphasizing the vertical columns blends with the tree trunks, while long horizontal planes allow the building to not vertically dominate the park.
- Highly **transparent façade** with large openings of operable doors or overhead doors. The building should embrace the exterior by opening to it. The ground floor should have the ability to be “open” during good weather.
- Ground floor facing the park must be a minimum of 75% transparent between ground and 12’ above the ground and additional transparency on the second level as seen in the renderings.
- Large balconies to allow engagement to the park at the second level as shown in the building section diagrams.
- The façade should have warm materials such as wood, stone, brick, and exposed steel, that reinforce the reclaiming of industrial high-bay space.
- The rooftop plays a crucial part in the activation of the building and the park. The vision for the rooftop consists of groups of seating of various styles, visible landscaping, in pots and planters, string lights, mix of umbrellas and roof planes for shade. The rooftop should be considered an extension of the building uses, i.e. dining, exercise space and bar/lounge space that would look out over the park space.
- The building needs to include restrooms for park patrons.
- All service for the buildings should be well hidden from patrons’ view and experience.
- Any louvers should be flush, decorative style.
- Exhaust vents should be well hidden and not detract from the guest experience or be visible from the ground.
- No side grease exhausts are allowed.
- All rooftop equipment must not be visible from the street and should be behind walls at the rooftop to not interfere with the guest experience at the roof terraces.
- Building bays must be flexible to allow for change in tenants. Large single tenants are not encouraged at the ground floor. Maximum allowable single tenant on the ground floor is 6,300 square feet.



COURTYARD DESIGN PRINCIPLES

The park design was envisioned to run between and around the main buildings, along both sides of the garage and connecting to Cypress Avenue. These interstitial spaces between buildings and property edges can be exciting, dynamic spaces and need to have as much care provided to them as the park itself. The main courtyard is the “arrival courtyard”, located between the two commercial buildings and the garage. This space will have cars circulating, vehicle pick up, take out standing space and pedestrian arrival. The space should follow the guidelines below.

- Building perimeter between the commercial buildings should be activated with large operable openings.
- Large overhangs for pedestrian shade & weather.
- Balconies & rooftops overlooking the courtyard.
- Lighting strung between the buildings.
- Outside dining areas.
- Possible bridge at the second level between buildings.
- Safe walkable zones for pedestrians.
- Large trees and planters.



Successful courtyards allow a blend of activities that includes seating, materials, scale, nature, lighting, and sound.



Palmetto Avenue Parking Arrival Plaza— Partial South Elevation

GARAGE DESIGN PRINCIPLES

Parking garages, while convenient, can be one of the biggest areas of complaint from the users and visually from the neighbors. Great care must be taken to make a garage that is contextual and compatible with the surrounding businesses and the neighborhood. A well-designed garage is easy to find, easy to use, enhances traffic flow, solves parking problems and is aesthetically neutral. What is meant by the term aesthetically neutral is, we recognize that the garage is a large box so it should not try to be something it is not by overthinking it. The optimal design should find a way that the garage and its size are downplayed. One encouraged solution to think of is the garage as an art or cultural canvas. By using a see-thru ventilated perforated fabric on a metal armature, you can create abstract geometries and endless artwork to the exterior of the skin of the garage. The site area allocated for the garage enables optimal dimensions to achieve the most cost-effective systems garage.



Actual examples of the range of design possibilities for façade treatment.



Vision study of 3-level New Garage for South Elevation of Palmetto Avenue with landscaped walkable/bikeable trail, and translucent artistic fabric solar screen.

SIGNAGE PRINCIPLES

Identification, way-finding, marketing and dissemination of information all fall back at some point to signage. The vitality of a place relies on a continuous flow of patrons, and failure of a commercial space, in most cases, is directly related to visual clutter and a lack of understanding of appropriate treatments of signage. The importance of such common elements as wall textures, colors, awnings, canopies and store front signs can never be underestimated. Equally important is the sensitivity of one's establishment to its adjacent neighbor. While the Code of Ordinances for the City of Winter Park contains the basic requirements for signage in the downtown, the special nature and character of the park and this district's integration of the signage within the overall streetscape design will necessitate some special recommendations. This district has some very creative signage as evident on some of the façades you see along Orange Avenue. This project is required to follow the Winter Park signage code but is encouraged to think very creatively on how signs are designed and applied to the buildings.

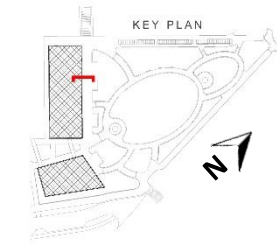
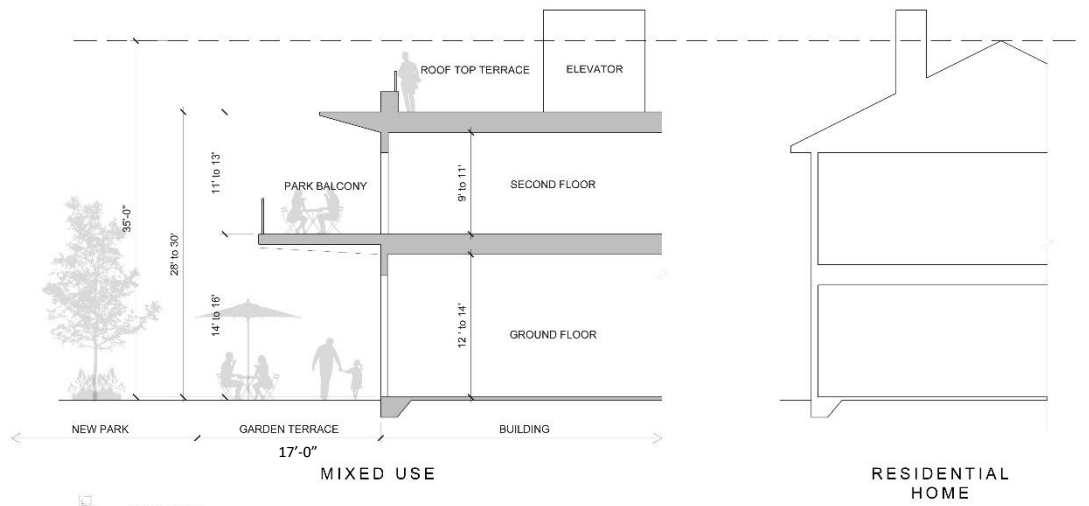
- It is recommended that ground or "tombstone" and other free standing signs shall be limited to the identification of either a building name, address or single business.
- Signs for individual establishments are to be attached to the building.
- Signs shall be designed and scaled to coordinate with a building's architectural style and details.
- Internally illuminated signs are discouraged.
- Hanging and wall-mounted signs shall be externally illuminated, as shall ground signs.
- The source light of any externally illuminated sign shall not create a visible distraction to pedestrians, vehicle operators and park visitors.
- Blade signs are encouraged.
- Wall signs directly painted in a historical fashion are allowed if they fit with the architecture style.



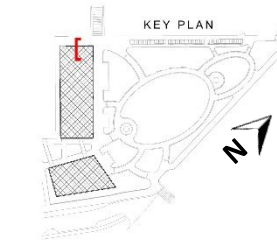
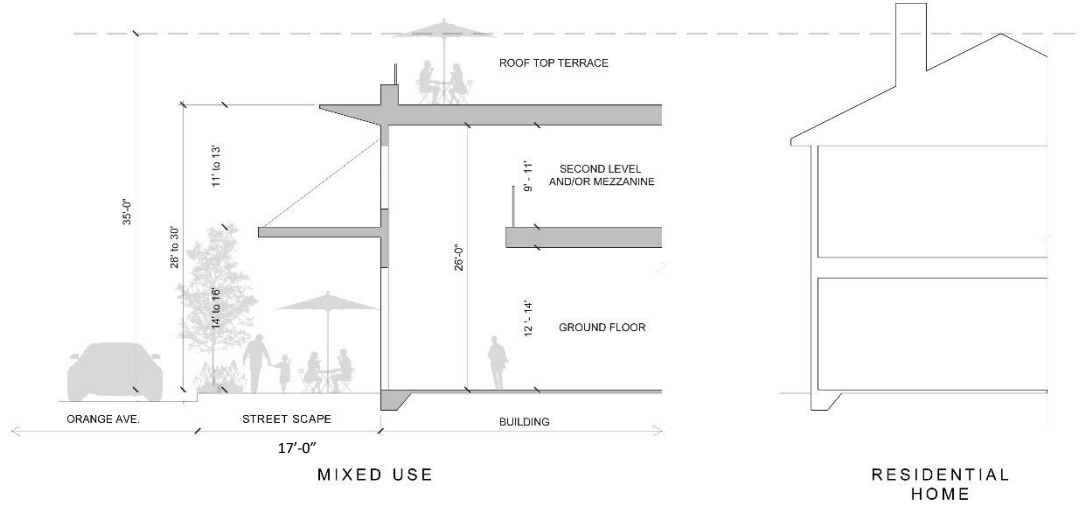
BUILDING PLANNING PRINCIPLES

Below is an excerpt from the City Orange Avenue Overlay Code.

- (3) Subarea C.
- (a) Subarea C Development Standards:
1. Base Floor Area Ratio: 25%
 2. Bonus FAR exclusively for Structured Parking: 65%
 3. Maximum Achievable FAR with Parking Structure: 90%
 4. Total FAR must be divided between multiple buildings
 5. Maximum Height: 2 Stories or 35 feet (including any awnings or shade structures) for Commercial Structures and Parking garage shall be allowed up to 4-levels including the rooftop deck.
 6. Maximum Impervious Coverage: 75%
 7. Setbacks: 0 front setback along Orange Avenue, Denning Drive, or Palmetto Avenue, except front setbacks on Orange must allow for at least a 17-foot wide sidewalk and setbacks on Denning and Palmetto must allow for a 10-foot wide sidewalk and 5-foot landscape buffer on back of curb. Where the building requires an additional setback to achieve a 17-foot sidewalk, the area shall be dedicated as a public access easement: The bike trail may substitute for applicable sidewalk requirements at the discretion of the Director of Planning. Where the building requires an additional setback to achieve the required sidewalk, landscape buffer, or street tree canopy clearance, the area shall be dedicated as a public access easement.
 8. Maximum Residential Density: 0 units per acre
- (b) Intersection and Open Space Viewshed. Due to the unique shape of Subarea C and proximity to a unique intersection, this additional requirement creating a viewshed shall apply. The viewshed area is banded by the lines described as follows: Start where the property lines of Subarea C meet at the intersection of Denning Drive and Orange Avenue; then travel 150 feet southwest along Orange Avenue's southeast right of way line; thence easterly to the point on the west boundary of South Denning Drive that is 150 feet south of the starting point; then north along the west boundary of South Denning Drive to the starting point ("viewshed"). This viewshed shall be an open space area not available for the construction of structures or storage or placement of equipment, material or items otherwise allowed in the OAO.
- (c) Palmetto Re-Alignment. Palmetto Avenue may be relocated to allow for different development scenarios on the site. Protection of on-street parking, maximizing ease of traffic flow for Palmetto Avenue and maintaining the existing 50-foot public right of way shall be matters of priority concern should the roadway be realigned.
- (d) Additional Development Requirements.
- (1) A monument sign at least 3 feet in height and 5 feet in width, set in a landscaped bed, shall be required to be provided at the intersection of Denning Drive, Minnesota Drive and Orange Avenue, which directs the public to Mead Botanical Garden. The City shall approve the design and location of the sign.
 - (2) Include 1.5 acres of contiguous park space plus bicycle/pedestrian trail.
 - (3) No residential use.
 - (4) City to retain ownership of this parcel in perpetuity.
 - (5) Stormwater requirements to exceed code.
 - (6) Contribute to parking needs of small businesses in the area.
 - (7) Walkways that are at least 5 feet wide (paved or bricked) must exist between buildings onsite and extend from the park area to Cypress Ave.



BUILDING SECTION DIAGRAM FACING THE PARK



BUILDING SECTION DIAGRAM ALONG ORANGE AVE

06 High-Level View of Market Demand & Investment

Economics are about people. Ultimately, business models are about creating value for customers, investors, government, and society. The City's Consultant scope included a general high-level assessment of potential forms of private investment that would most likely be anticipated for this type of development involving City-owned land. The thoughts described herein are based on general discussions and information provided by local and national developers, end users, brokers, and private profit/non-profit investment companies.

Basic Key Assumptions based on input from Market, Public Surveys and Private Investment:

- Though relatively small, this is a highly desirable location and will attract quality local, regional and national interest from the private sector.
- The proposed uses are in high demand in the market and increase the future development value of the Orange Avenue Corridor and surrounding real estate.
- Parking requirements are critical to the proposed park and building uses because neighboring businesses' parking demand exceeds the City's minimum building code parking requirements.
- Cost of financing the private sector's land portion under a ground lease (maximum is estimated at $\pm 20,000$ SF of land) will be more expensive to private sector than a land sale.
- Using the proposed uses, the projected net operating income (NOI) and a low capitalization rate for Winter Park offers a valuation that can be applied to help offset the cost to the public sector.
- Based on the above input and report, the highest and best use for this site has been determined to be a mixed-use food-oriented development with second floor shared work studios, galleries, and wellness/fitness anchored by a craft brewery/restaurant with rooftop dining.
- The City will design, engineer and oversee construction of the park and provide an industry standard "pad-ready" site(s) for the commercial buildings.

Summary of most likely responses from the market are expected to be based on:

1. The City retaining ownership in perpetuity of all the land. The land that the private developed buildings will sit on ($\pm 20,000$ SF) would be under a ground lease to a developer or end user. Most developers prefer a sale versus a ground lease because the sale of land is used as collateral in financing. The number of respondents may be limited due to City's lease versus requirements. However, a ground lease may not concern end users as much and give the City more control. Commission guidance has indicated a maximum amount of land the ground floor building sits on cannot exceed 20,000 SF of land.
2. The most achievable way to finance the private investment for the developer or end user is for the City to sell a small portion of the land (20,000 SF or 0.46 acres) to the private sector. This will increase the interest to the private sector.
3. The city could also sell the site for parking and development rights to a developer who would be able to finance the entire site. This makes the deal size a bit larger and gives the developer some control of the parking which could both open up the financing to more lenders on a national scale. The developer could also lease back the garage to the city which would help finance a larger portion of the Project. If the City goes in this direction, ACi recommends the city maintain and oversee the Redevelopment Guidelines described in this report.
4. They city could use bond financing to do the garage, pad sites and park.

PROPOSED GENERAL ROLES AND RESPONSIBILITIES
OF CITY & PRIVATE INVESTMENT

	INFRA- STRUCTURE	PRODUCT DESIGN	PROJECT FUNDING & FINANCING	CONSTRUC- TION	MANAGE- MENT	MAINTEN- ANCE	OWNER- SHIP: LAND	OWNER- SHIP: STRUCTURE
INFRASTRUCTURE: MASS GRADING / UTILITIES TO ALL PARCEL PADS / STORMWATER / TRAILS / SIDEWALKS / STREET LIGHTS / ROAD RELO								
Public Sector	✦	✦	✦	✦	---	---	✦	✦
Private Sector	---	---	✦	---	---	---	---	---
PARCEL 1: CITY PARK								
Public Sector	✦	✦	✦	✦	✦	✦	✦	✦
Private Sector	---	---	---	---	---	---	---	---
PARCEL 2: AUTO ENTRY PLAZA / MICRO-RESTAURANTS–CRAFT BREWERY / SHARED WORK-MAKER SPACE / ROOFTOP BAR & GRILL								
Public Sector	✦	---	---	---	---	---	✦	---
Private Sector	---	✦	✦	✦	✦	✦	---	✦
PARCEL 3: PARKING GARAGE								
Public Sector	✦	✦	✦	✦	✦	✦	✦	✦
Private Sector	---	✦	✦	✦	---	---	---	---

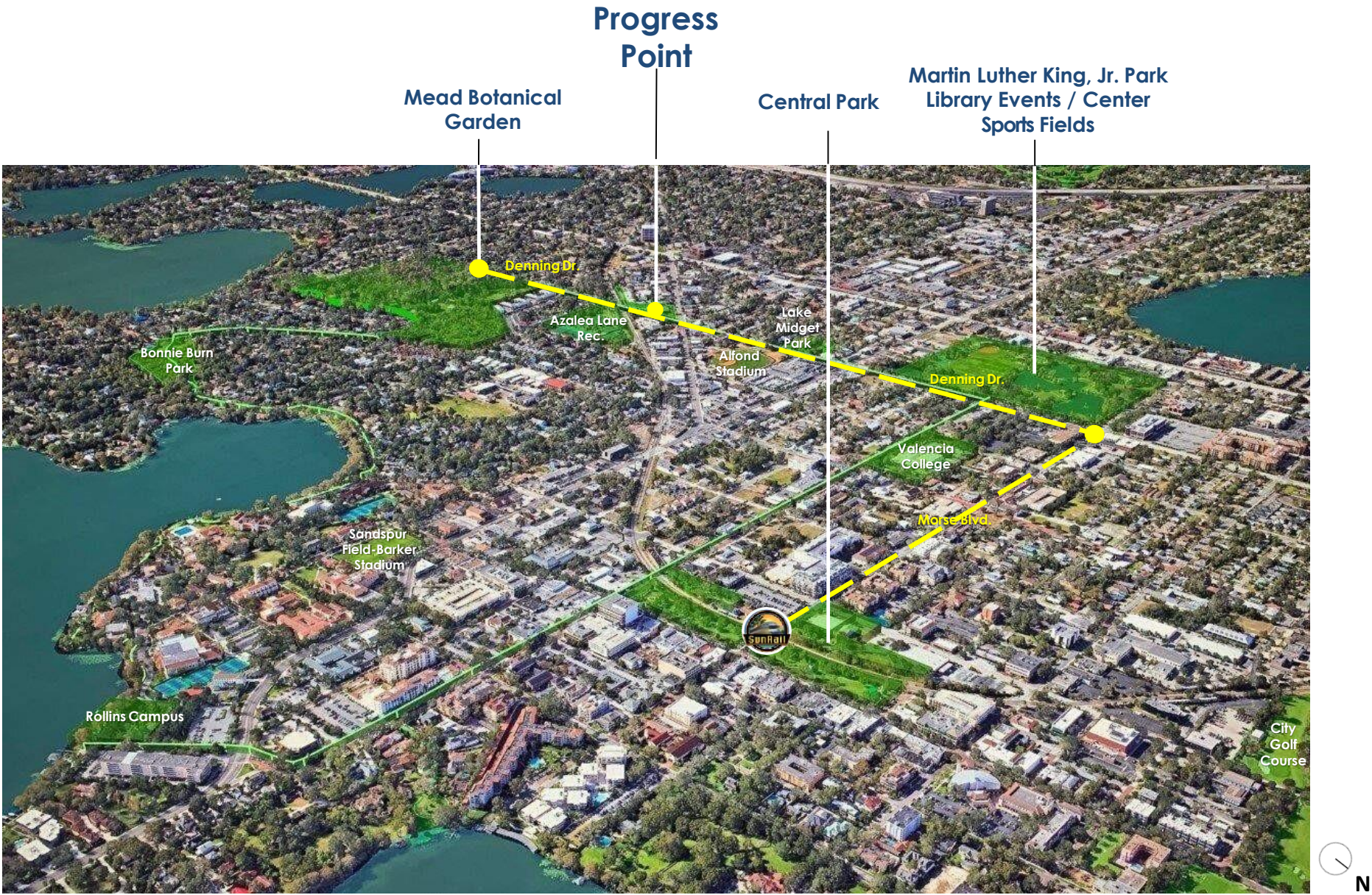
Recommendations for City Action

- Adopt the Redevelopment Guidelines & Action Plan Report
- Approve a City Phasing Plan to Start the Park Component in Accordance with the Redevelopment
- Accept & Issue Proposed Request for Proposal (RFP) for Private/Non-profit Candidates to Submit RFP Responses
- Review RFP Submittals & Evaluate Candidates & Financial Offers
- Award Project

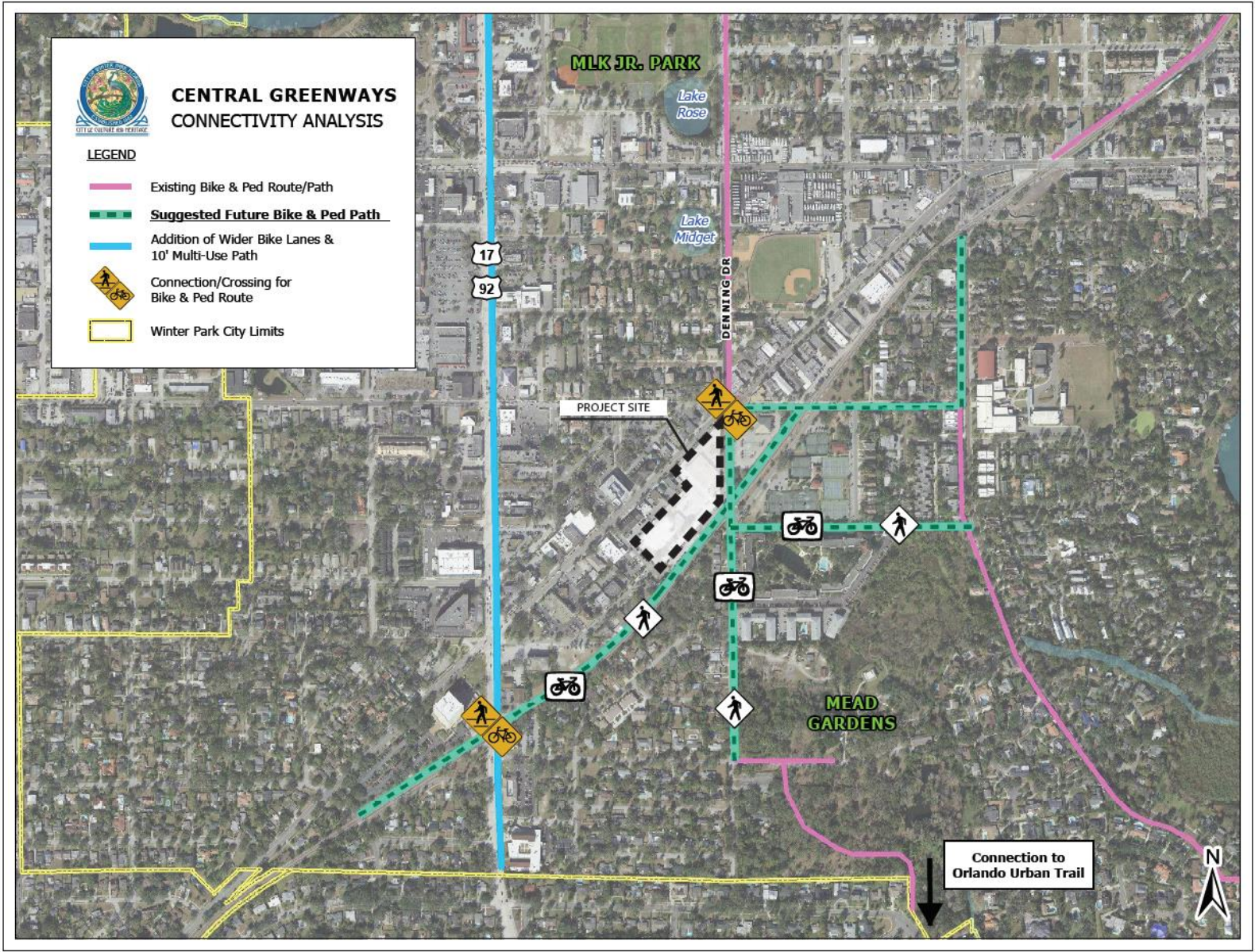


07 Greenways

CONNECTING OUR PARKS & GREENWAYS



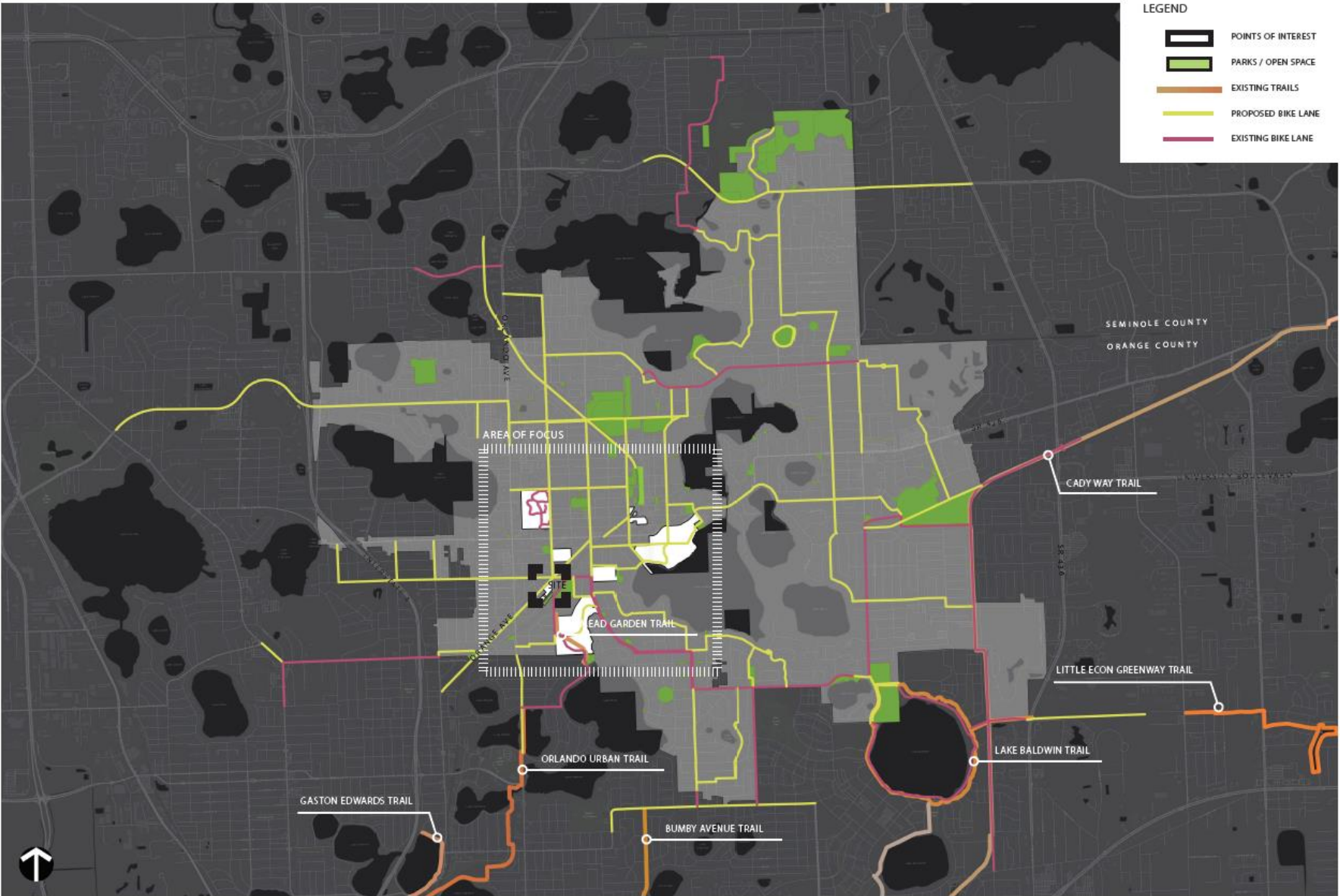
CENTRAL GREENWAYS



SOURCE: CITY OF WINTER PARK



CENTRAL GREENWAYS



PROGRESS POINT • MULTI-USE CONNECTIVITY PLAN • MAP OVERVIEW • 1"=1000'

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CENTRAL GREENWAYS



PROGRESS POINT • MULTI-USE CONNECTIVITY PLAN • CORRIDORS • 1"=250'

PN 8120068 | 05.21.2021



CENTRAL GREENWAYS



PROGRESS POINT • MULTI-USE CONNECTIVITY PLAN • DENNING DRIVE - NORTH • 1"=250'

PN 8120068 | 05.21.2021



CENTRAL GREENWAYS



PROGRESS POINT • MULTI-USE CONNECTIVITY PLAN • DENNING DRIVE - SOUTH • 1"=250'
PN 8120068 | 05.21.2021

CENTRAL GREENWAYS



PROGRESS POINT • MULTI-USE CONNECTIVITY PLAN • MORSE BOULEVARD • 1"=250'

PN 8120068 | 05.21.2021



CENTRAL GREENWAYS



PROGRESS POINT • MULTI-USE CONNECTIVITY PLAN • COMMUNITY CENTER - NORTH • 1"=250'

PN 8120068 | 05.21.2021



DISCLAIMER

This report is based on estimates, assumptions, and other information obtained from our research, our prior experience in other similar assignments, and information received from the client. Recommendations are intended to identify development opportunities. The sources of information and basis of estimates and assumptions are stated herein.

Projections presented within this report are based on an assessment of various data, market characteristics, and documented assumptions. However, since certain estimates and assumptions are inherently subject to variation depending on evolving conditions, ACi does not represent projections as results that will actually be achieved.

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08 Appendix

Case Study - Savannah Public Squares

Public Parks Synergy between Natural & Built Environment

Academic Research, Bruce Stephenson, PhD



Orleans Square, Savannah



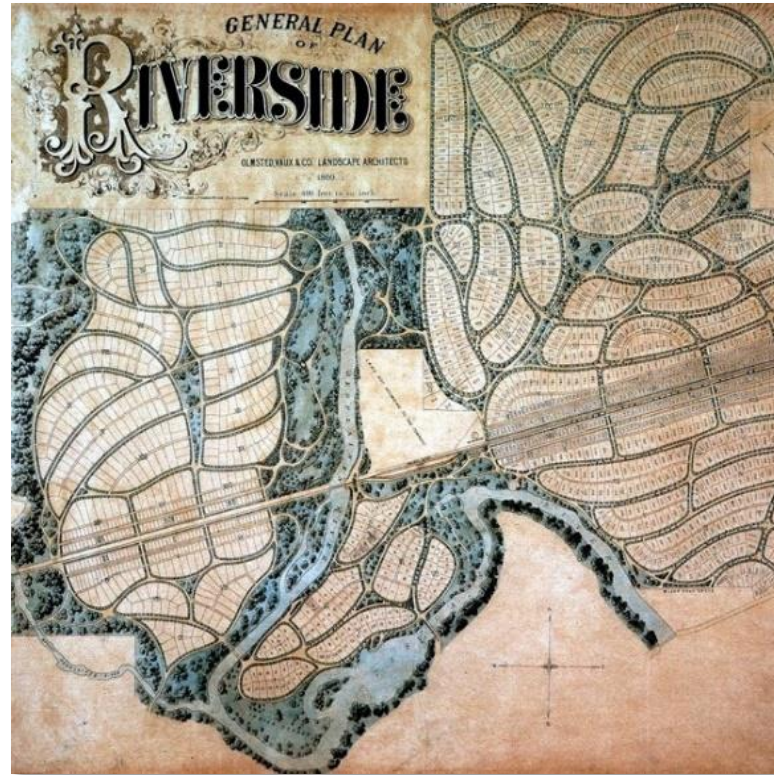
View from Savannah Green

“In Savannah, the **synergy between the natural and built environment nurtures livability** by giving life to the **spaces between buildings and nature**. Narrow rights-of-way, wide sidewalks, **building heights that deliver the feeling of enclosure**, and street trees with canopies that create the ceiling for an “**outdoor room**” produce a permanent beauty that plays to the human senses.

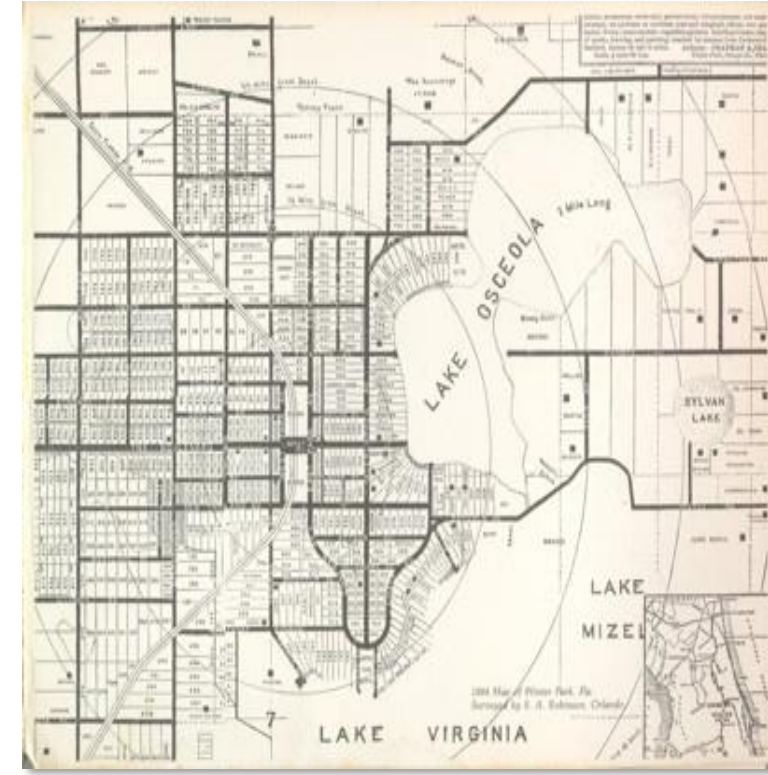
Case Study – Riverside, Illinois

Public Parks Synergy between Natural & Built Environment

Academic Research, Bruce Stephenson, PhD



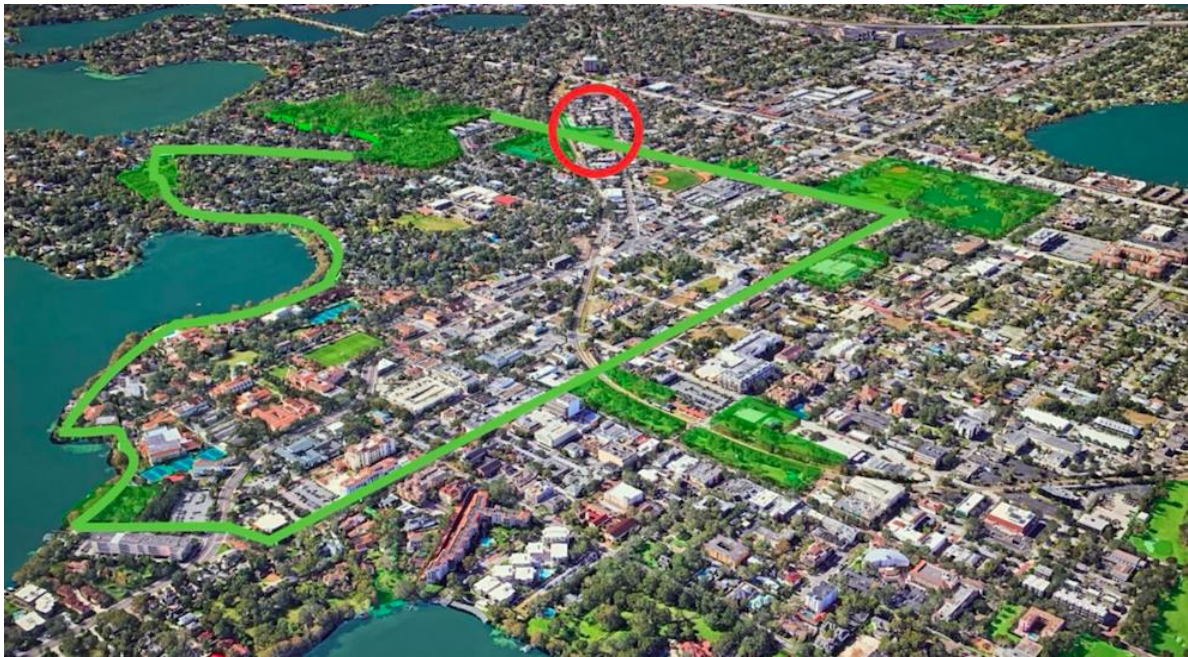
Riverside, Illinois



Winter Park, Florida

“Developing context sensitively, utilizing a variety of building types, heights, design approaches, and transitions in key locations allow great access to amenities and transit for a variety of residents, while addressing surrounding neighborhoods in a sensitive way, redeveloping and reinventing underutilized areas in a manner that represents Winter Park.”

Progress Point:
Reinventing an Underutilized Area into a Jewel in Winter Park's Emerald Necklace



Progress Point: New Jewel in Winter Park’s Emerald Necklace

The park envisioned for Progress Point will center a reinvented Orange Avenue. Sited on a parcel fronting Orange Avenue and contiguous to Denning Drive, it will be a definitive neighborhood green: a blend of urbanism and nature that announces entry into the Garden District, and complements Martin Luther King Park and Mead Gardens, the other park jewels on the Denning corridor. Blending the natural and built environment to create **permanent beauty** is the ultimate test of planning. It demands a plan that noted town planner John Nolen wrote:

provides location and arrangement, the foreground and background, the vistas, balance and symmetry, and it is set to a scale that composes these elements to make them truly and permanently beautiful.

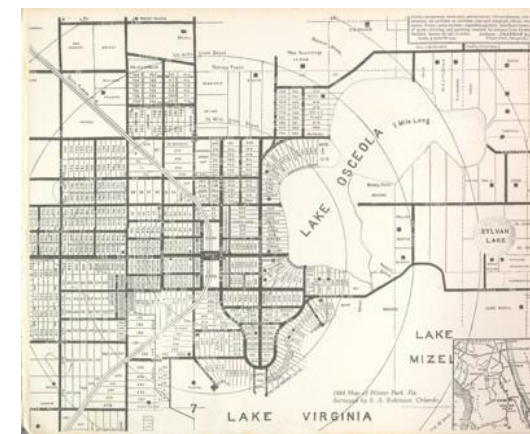
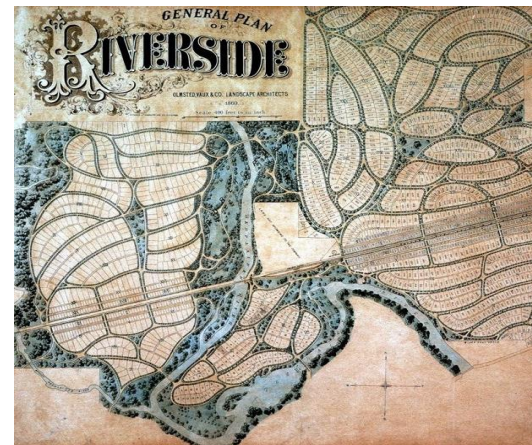
A disciple of Frederick Law Olmsted, Nolen learned his craft studying Riverside, Illinois, the iconic Olmsted suburb outside of Chicago that informed the 1883 plan for Winter Park.

Project Precedents: Frederick Law Olmsted’s Riverside and Boston’s Emerald Necklace

Winter Park was founded on the logic of Riverside, the nation’s first comprehensively designed suburb. Train stations in “Central Parks” are the focal point of both Riverside and Winter Park, commuter rail towns that weave nature into daily life. In fact, one of the “Big Ideas” in the *Winter Park Vision Plan* was to build on Riverside by:

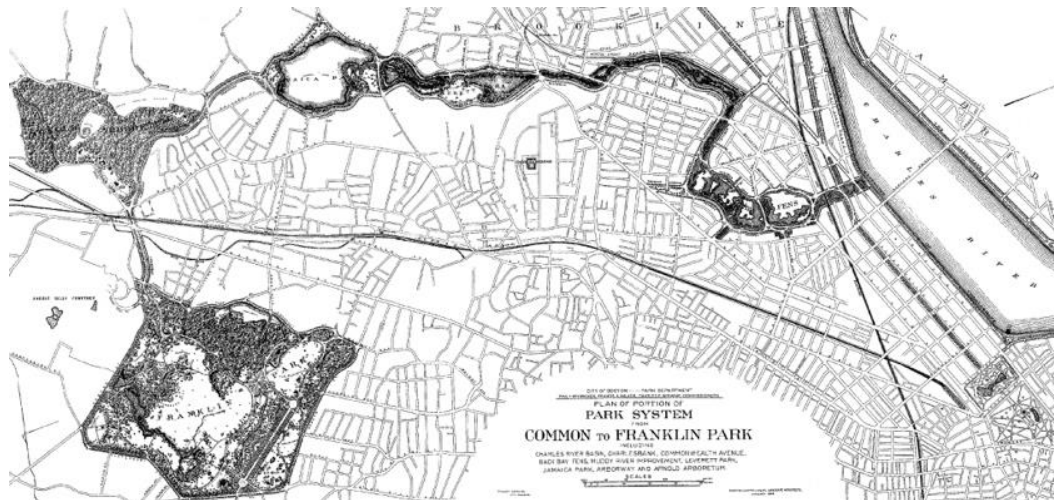
Developing context sensitively, utilizing a variety of building types, heights, design approaches, and transitions in key locations allow great access to amenities and transit for a variety of residents, while addressing surrounding neighborhoods in a sensitive way, redeveloping and reinventing underutilized areas in manner that represents Winter Park.

Progress Point, a “key location in an underutilized area” is envisioned to be “redeveloped and reinvented” into an “amenity for a variety of residents while addressing surrounding neighborhoods in a sensitive way.” Transforming a derelict building site into a green oasis that ripples into the community is a challenge, but it is the reality that cities and historic suburbs across the nation confront. Fortunately, mixing historic precedent with the best practices of sustainability can create a 21st century park “in a manner that represents Winter Park.”

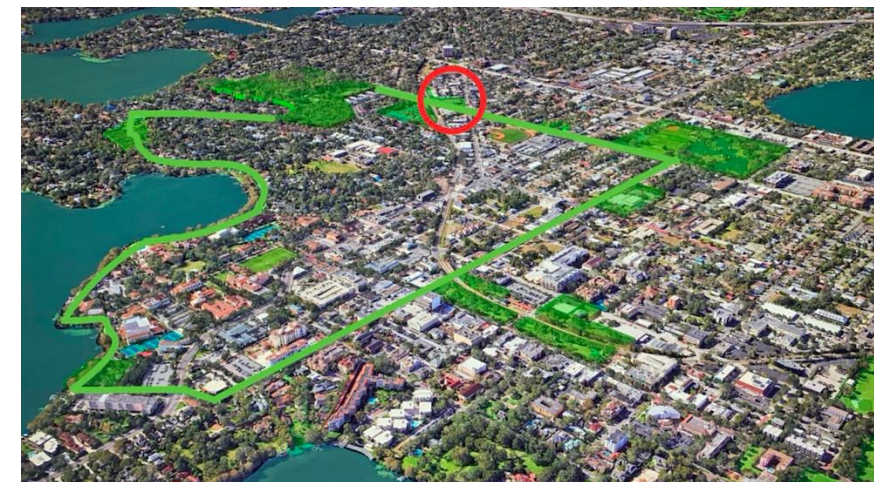


Since the town’s founding, access to nature has been key to Winter Park’s livability. A ten-minute walk to a park reduces the risk of chronic disease and improves brain functions, while physical movement is the surest measure of physical fitness. Moreover, when parks are networked together a cascading set of benefits ensue: reduction of crime, enhanced property values, and increased social capital—the product of the face-to-face interaction that fuels civic society and infused Frederick Law Olmsted’s iconic park network—Boston’s Emerald Necklace.

Olmsted believed that parks were integral to public health and republican democracy, and the Emerald Necklace’s array of parks linked by greenways and pedestrian paths is a vital prototype. Olmsted wanted citizens to have immediate and visceral contact with nature and each other, but the Boston parks were more than transcendental oases; they were part of an organic network that offered residents, like Henry David Thoreau on his nature walks through the Concord countryside, to saunter through the city to their own tune. Winter Park has the potential to craft its own Emerald Necklace, and Progress Point would be a new jewel, a flash point for the special “sense of place” that graces Winter Park.



Boston Emerald Necklace



Winter Park Emerald Necklace

Sense of Place: Winter Park’s Priceless Attribute

We are products of our environment, and experiencing our surroundings defines who we are. Sense of place, then, is best understood in the language of personal relationships. In her lyrical portrait of adapting to life in the remote Florida hamlet of Cross Creek, Pulitzer Prize-winning author Marjorie Rawlings confronted the preternatural longing humans have for place. On her first sighting of the unkempt orange grove and the weathered farmhouse that became her home, she was struck by “some terror, as when one first encounters human love.” Her response reflects the intrinsic “pattern language” that speaks to human affection for the special qualities of a place. This intuitive sense helps people thrive by intertwining their lives with their surroundings. And once such a relationship is struck, “no other place seems possible,” Rawlings wrote. “Just as when truly in love none other offers the comfort of the beloved.”

Over the past half-century, social scientists have reached the same conclusion. “Place attachment,” psychologist Monica Lewicka reports, “is a prerequisite of psychological adjustment and good balance. It helps to overcome identity crises and gives people stability in an ever-changing world.” The experience and memories of place are timeless. They help us reach across history and connect with past generations to celebrate our common humanity. This is why Winter Park’s master plan for Central Park was drawn to keep the park “sacrosanct.”

Synergizing spaces to enhance the senses and the park’s visual dynamism keyed the plan. The Rose Garden was re-sited to define the park’s southern entrance, and it was set on axis with a native garden to secure the interplay between formal and informal displays of nature. A parking lot (north of Morse Boulevard and west of the railroad tracks) was turned into a meadow to highlight the post office site, while the green sections that once defined Morse Boulevard were recreated to celebrate the park and protect pedestrians. Finally, the new train station was scaled and located to play to the pedestrian environment that imbues downtown Winter Park with a unique sense of place.

It should be noted that the redesign of Park Avenue preceded the Central Park Master Plan. It was a significant project: utilities were buried, the street narrowed and bricked, sidewalks extended, and a street tree regimen added. In return, automobile traffic slowed, pedestrian traffic increased, sidewalk cafes appeared, business vacancies dropped, and architectural marvels, such as the McKean Gates, gave Park Avenue a new visual gravitas. This transformation has made downtown Winter Park the prime destination for both SunRail and theme park visitors searching for an authentic sense of place. Transferring the Park Avenue-Central Park synergy to Orange Avenue is key to the Overlay District, which centers on transforming Progress Point into a definitive jewel in the Winter Park Emerald Necklace.

Project Precedent: The Savannah Neighborhood Green



Daffin Park, Savannah

One of John Nolen's early commissions was Savannah's Daffin Park, the first significant park created in the city since Forsyth Park 50 years before. The 80-acre park played to the pattern of Savannah's historic neighborhood greens. "Established through the foresight of Oglethorpe," Nolen wrote, the greens were also valuable, crafting nature into the city to "give them today a valuation of 5 million dollars," Nolen wrote in his 1906 report to the park board. This calculus informed Nolen's *St. Petersburg Today*, *St. Petersburg Tomorrow*, Florida's first comprehensive city plan. It also defined Nolen's plan for Venice, Florida which produced a seminal setting now listed on the National Historic Register. This same formula informs the plan for Progress Point.



Orleans Square, Savannah



Progress Point Rendering

In Savannah, the synergy between the natural and built environment nurtures livability by giving life to the spaces between buildings and nature. Narrow rights-of-way, wide sidewalks, building heights that deliver the feeling of enclosure, and street trees with canopies that create the ceiling for an "outdoor room" produce a **permanent beauty** that plays to the human senses. As Nolen documented, unifying private property and the public realm at a human scale generates both social and fiscal capital. Building on this precept, greening Progress Point will have nature ripple across the site and imbue a set of green buildings to create a sense of place for the 21st century.



View to Savannah Green



View from Savannah Green

Project Precedent: Eco-Trust Building Pearl District (Portland, Oregon)

LEED (Leadership in Environmental and Energy Design) certified green buildings rely heavily on the use of renewable energy, gray water processing, and procedures for recycling industrial goods into building materials. As a result, LEED practices markedly reduce energy use and water use, conserve and reuse materials and resources, and improve indoor environmental quality. Landscaping with drought tolerant native plants is also protocol, a regimen that could merge with park plantings to illustrate ecological efficiency. Moreover, in LEED certified neighborhoods reinvented from grayfields (moribund underused real estate encased in asphalt) such as Portland's Pearl District, native plants top eco-roofs that filter and absorb stormwater.

The Pearl District's Eco-Trust Building, Portland's first LEED gold building, set the prototype. The two-story building has a 6,500 square foot ecoroof that is planted with seven varieties of sedum, creeping ground covers, wildflowers, and fescue. In addition to capturing rainwater, this verdant setting is a focal point of a nonpareil event space. Integrating greenspace and a green building will not only create a unique destination in Winter Park, it will model an investment in sustainability that the future demands.

The 2016 PBS Special, *Ten Towns that Changed America*, featured Riverside and the Pearl District as two of the special places that define American town planning. Adding Savannah and the Emerald Necklace to this mix, reinventing Progress Point will mesh history and innovation to extend Winter Park's sense of place on new and sustaining lines. The investment is significant, but the return is priceless.

Reinventing Progress Point will create a definitive jewel in Winter Park's Emerald Necklace, a public room encased in a neighborhood green designed for human interaction. The nuanced intersection of the urban and natural environment has a magnetic ambiance that will attract events and foster face-to-face encounters—a food tasting, a holiday celebration, a local writer's book fair, or pausing a bike ride for a refreshing drink. Such green enclaves imbue iconic planned communities across the globe, special spaces designed to nurture the "civic instinct." It is here that differences dissolve, attachment to one's surroundings and others intensifies, and people rejoice in being citizens—not mere residents—of a community. Just as in personal relationships, fear of failure dissipates when we gain confidence by engaging others. Since time immemorial, a livable, efficient, and transcendent public realm reveals the shared beauty of a free people, and marks the beloved community that is the lifeblood of a republic.

Submitted by

Bruce Stephenson, PhD

The research supporting this document is found in:

- Stephenson, “Rollins College and Winter Park: Exemplars of the American Renaissance,” *Classicist* (December 2020).
- Stephenson, *Portland’s Good Life: Sustainability and Hope in an American City* (Lexington Books, 2021).
- Stephenson, “Lessons of the Iconic Planned Community’, in Mary Corbin Sies, Rob Freestone, eds., *Iconic Planned Communities: The Challenge of Change* (Philadelphia: University of Pennsylvania Press, 2019).
- Stephenson, “Utopian Plans for the Modern World: John Nolen, Lewis Mumford and the Origins of Sustainability,” *Journal of Planning History* (November 2018).
- Stephenson, *John Nolen, Landscape Architect and City Planner* (Amherst: Library of American Landscape History with the University of Massachusetts Press, 2015).
- Stephenson with Forest Michael, *Winter Park Master Plan* (Winter Park, 2002)

Frederick Law Olmsted

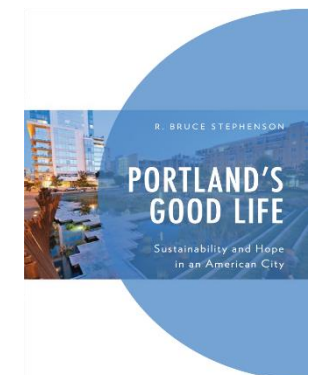
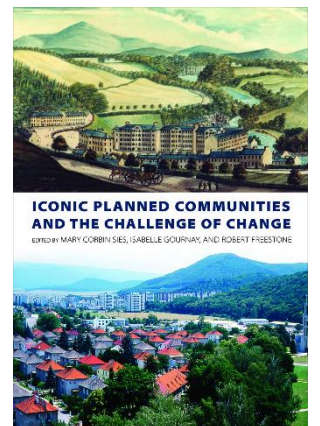
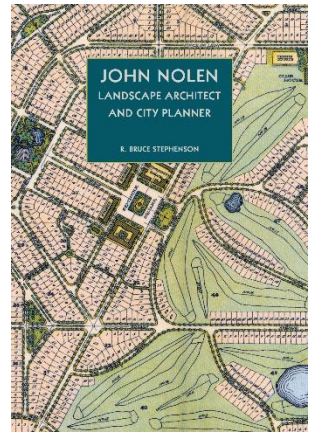
A pragmatic reformer, Olmsted founded the profession of Landscape Architecture as “an art peculiarly suited to American conditions in high service of the American people.” Best known for designing New York’s Central Park, the greatest work of civic art in the 19th Century, Olmsted also planned Riverside, Illinois, the first comprehensively planned suburb in the United States. Olmsted informed the concept of park and suburb for a generation of landscape architects and town planners. His sons built on his legacy, and their work is personified by Bok Tower and Gardens in Lake Wales. Riverside is featured in *Iconic Planned Communities: The Challenge of Change*.

John Nolen

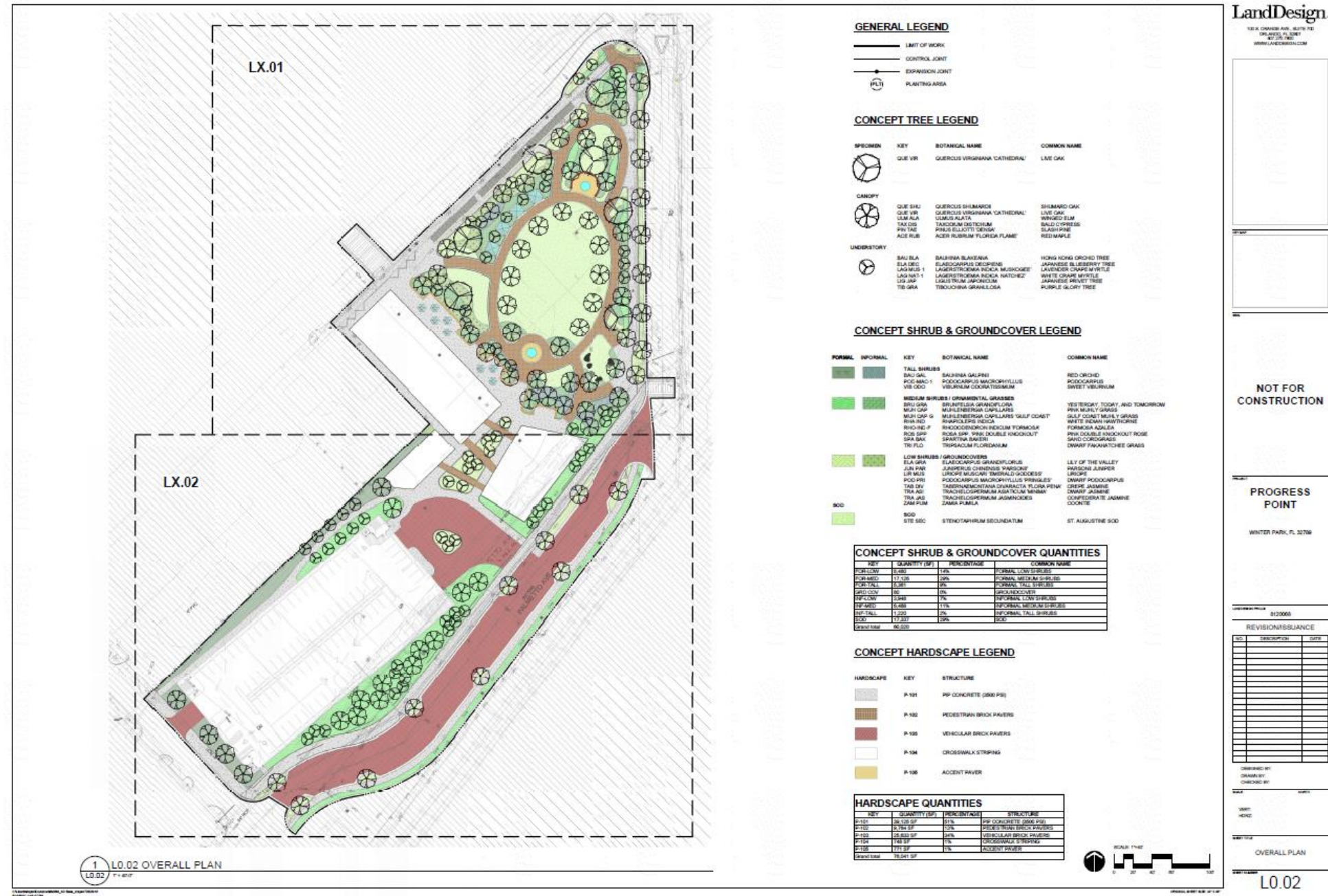
A disciple of Frederick Law Olmsted, Nolen wrote the first biography of the great landscape architect while a graduate student at Harvard University. Nolen, along with the Olmsted Brothers, married European town planning and landscape architecture to found the modern city planning profession. In the 1920s, Nolen considered Florida “a great laboratory” and his commissions informed the new town of Venice, Everglades National Park, and comprehensive plans for St. Petersburg, West Palm Beach, and Sarasota. Nolen’s books have been re-issued and his principles continue to influence planning trends today, particularly the New Urbanism. The Florida Chapter of the Congress of the New Urbanism’s highest award is the John Nolen Medal.

Bruce Stephenson

Bruce Stephenson is a consultant and professor at Rollins College. His 2015 biography, *John Nolen, Landscape Architect and City Planner*, won the JB Jackson book award. Stephenson’s latest work includes the concluding essay in *Iconic Planned Communities and the Challenge of Change*, and “Rollins College and Winter Park: Exemplars of the American Renaissance,” in *The Classicist*. His new book, *Portland’s Good Life: Sustainability and Hope in an American City*, grew out of the author’s service on the Orlando Sustainability Task Force. Portland is a model for Orlando’s *Greenworks Plan*, and *Portland’s Good Life* documents Stephenson’s life after he sells his car and takes up residence in the Pearl District—a prototype urban renewal project—to document the future Orlando envisions. A recipient of the John Nolen Medal and Frey-Graham Award, Stephenson serves on the Pearl District Planning Committee, and is a Trustee of the Winter Park Land Trust.



PARK SCHEMATIC DESIGN



PARK SCHEMATIC DESIGN

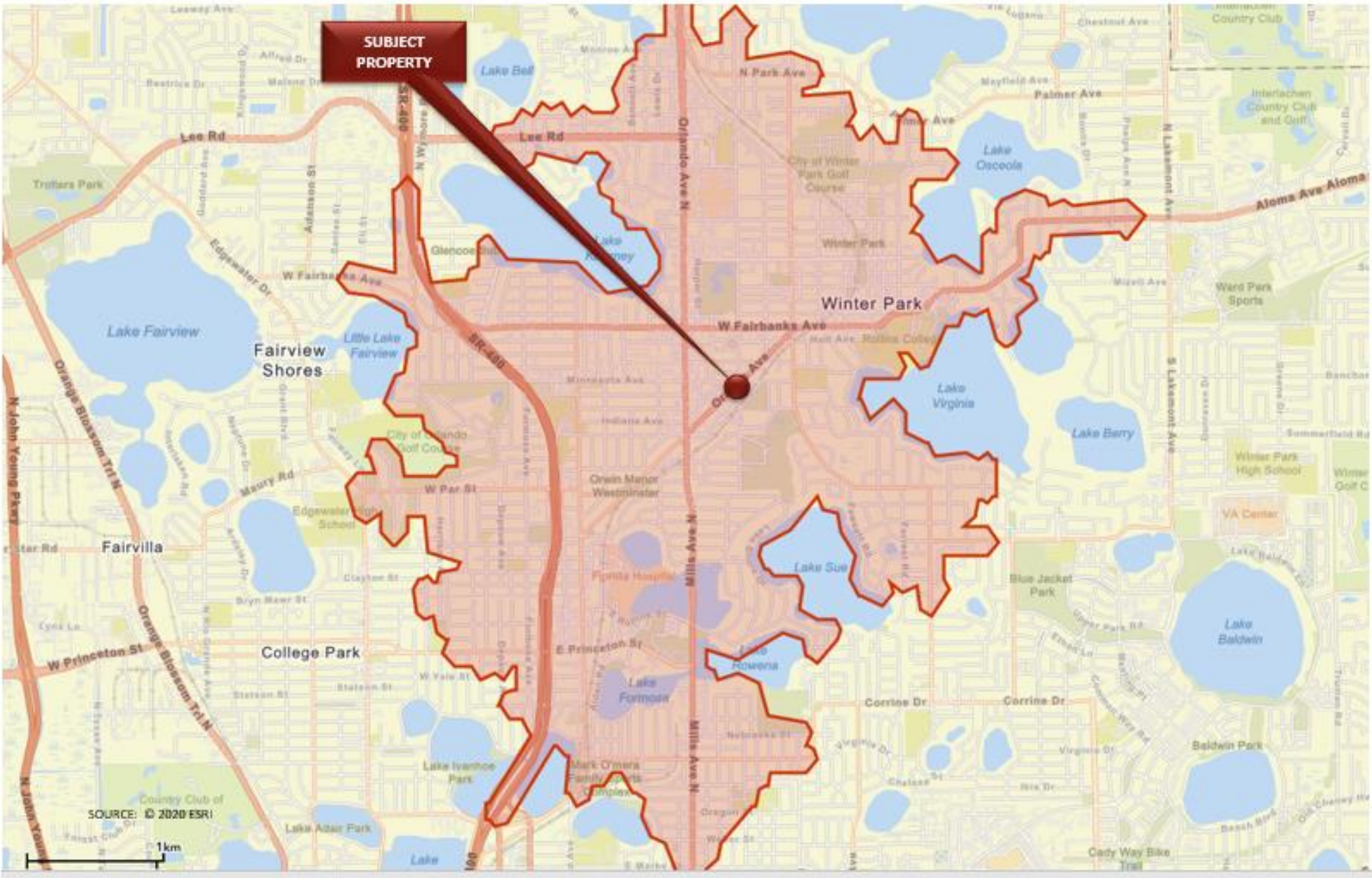




DEMOGRAPHIC PROFILE



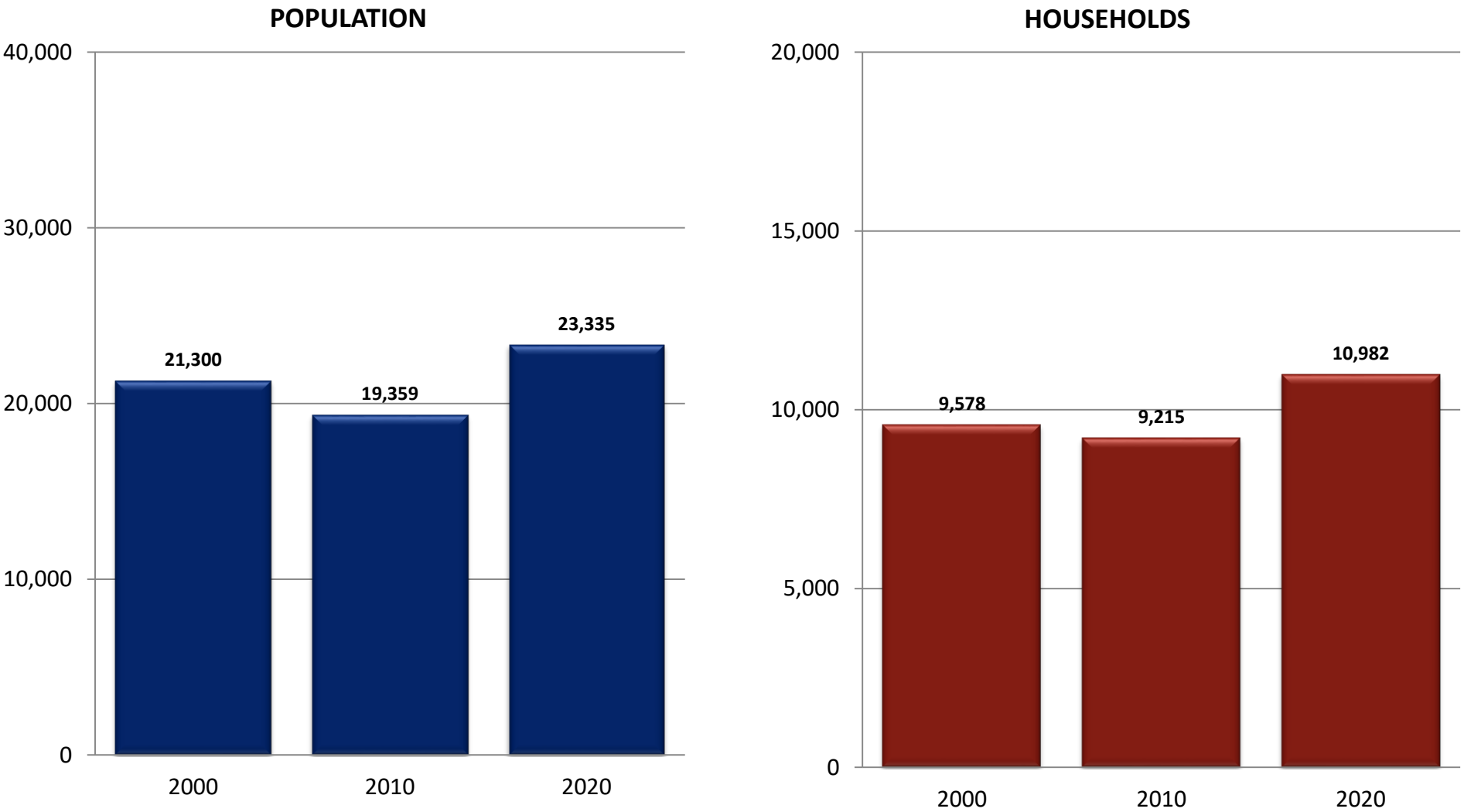
PRIMARY TRADE AREA: 5-MINUTE DRIVE TIME



SOURCE: © 2020 ESRI

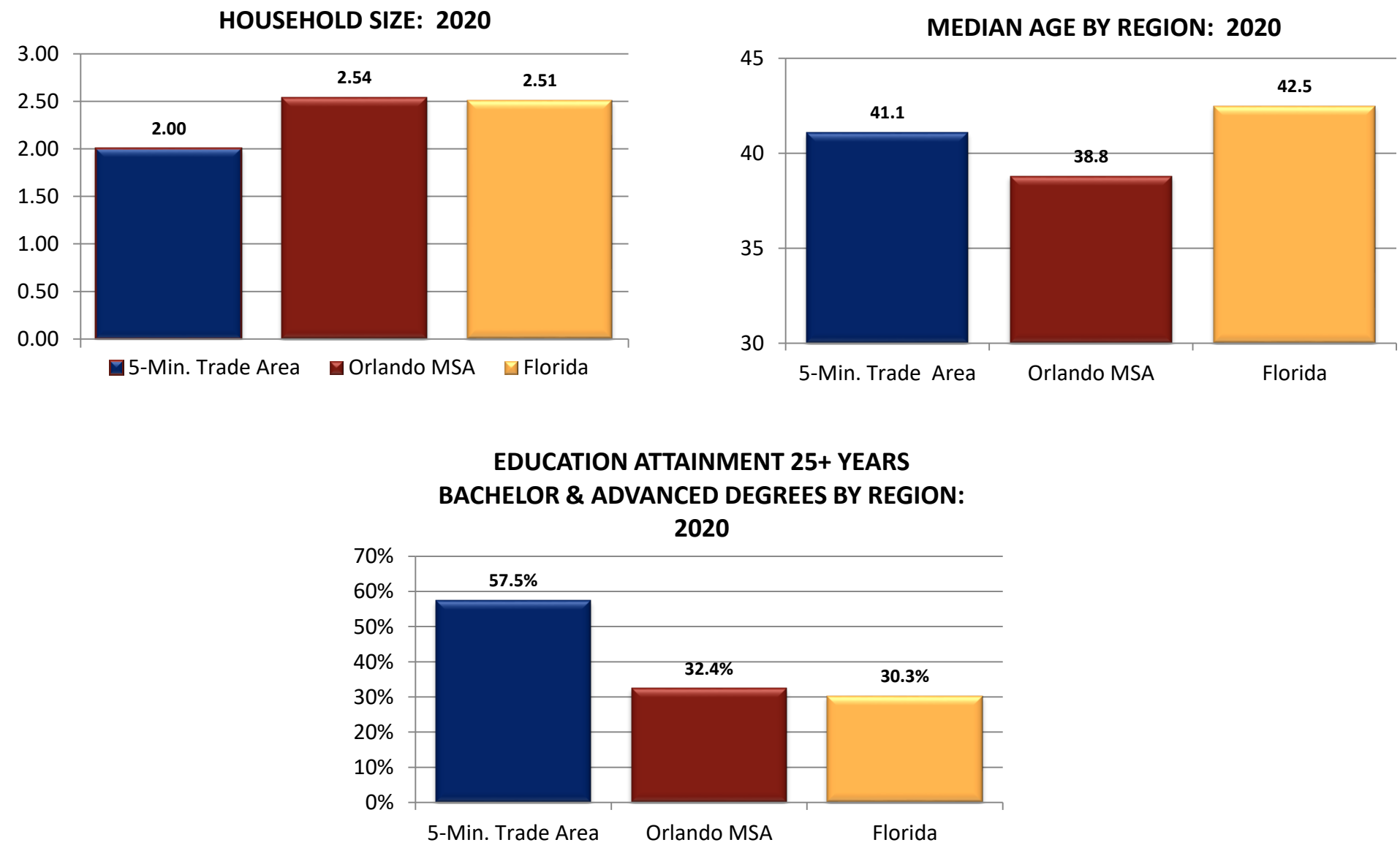


TRADE AREA DEMOGRAPHICS: 2020



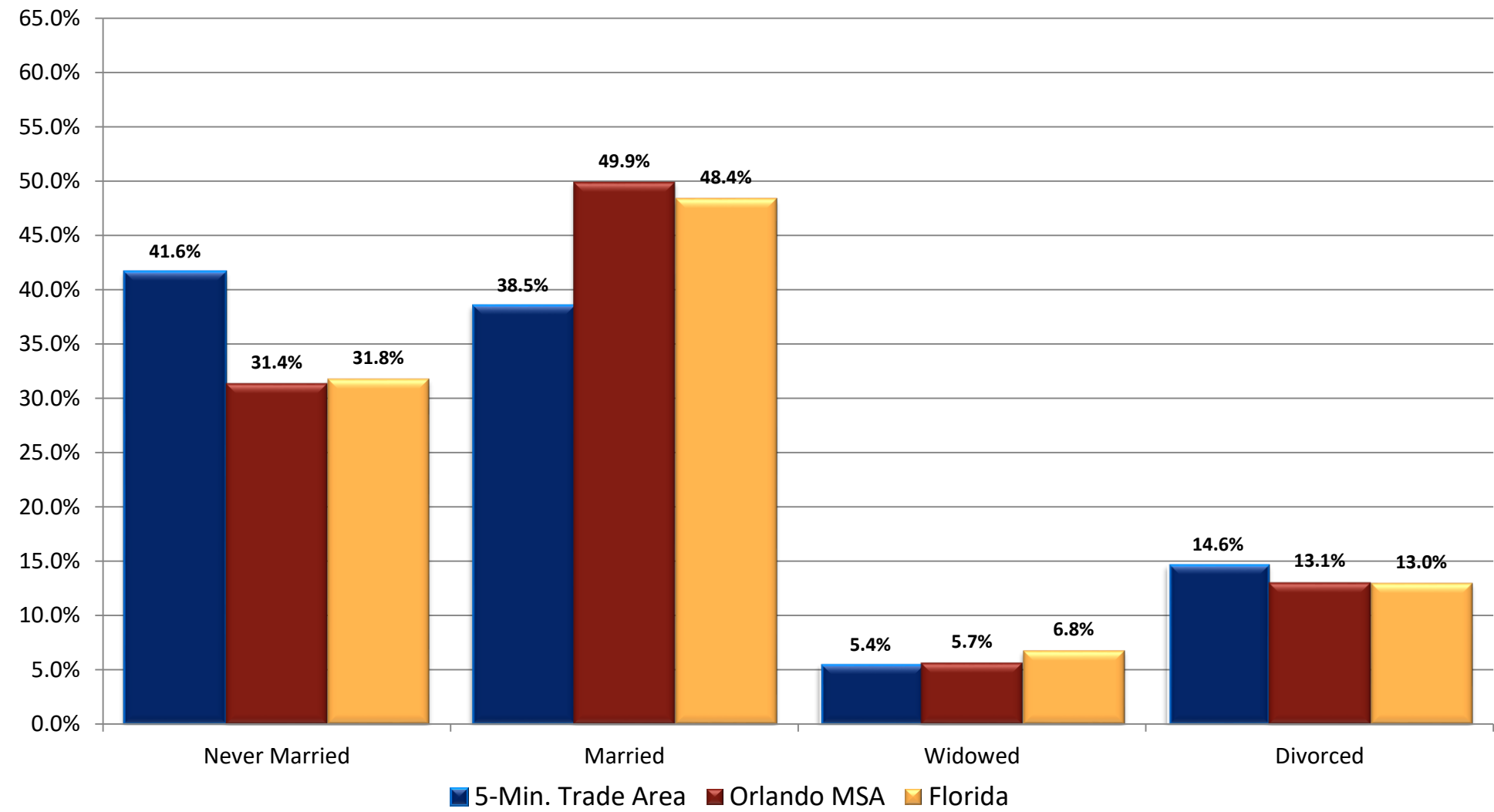
SOURCE: © 2020 ESRI

TRADE AREA DEMOGRAPHICS: 2020



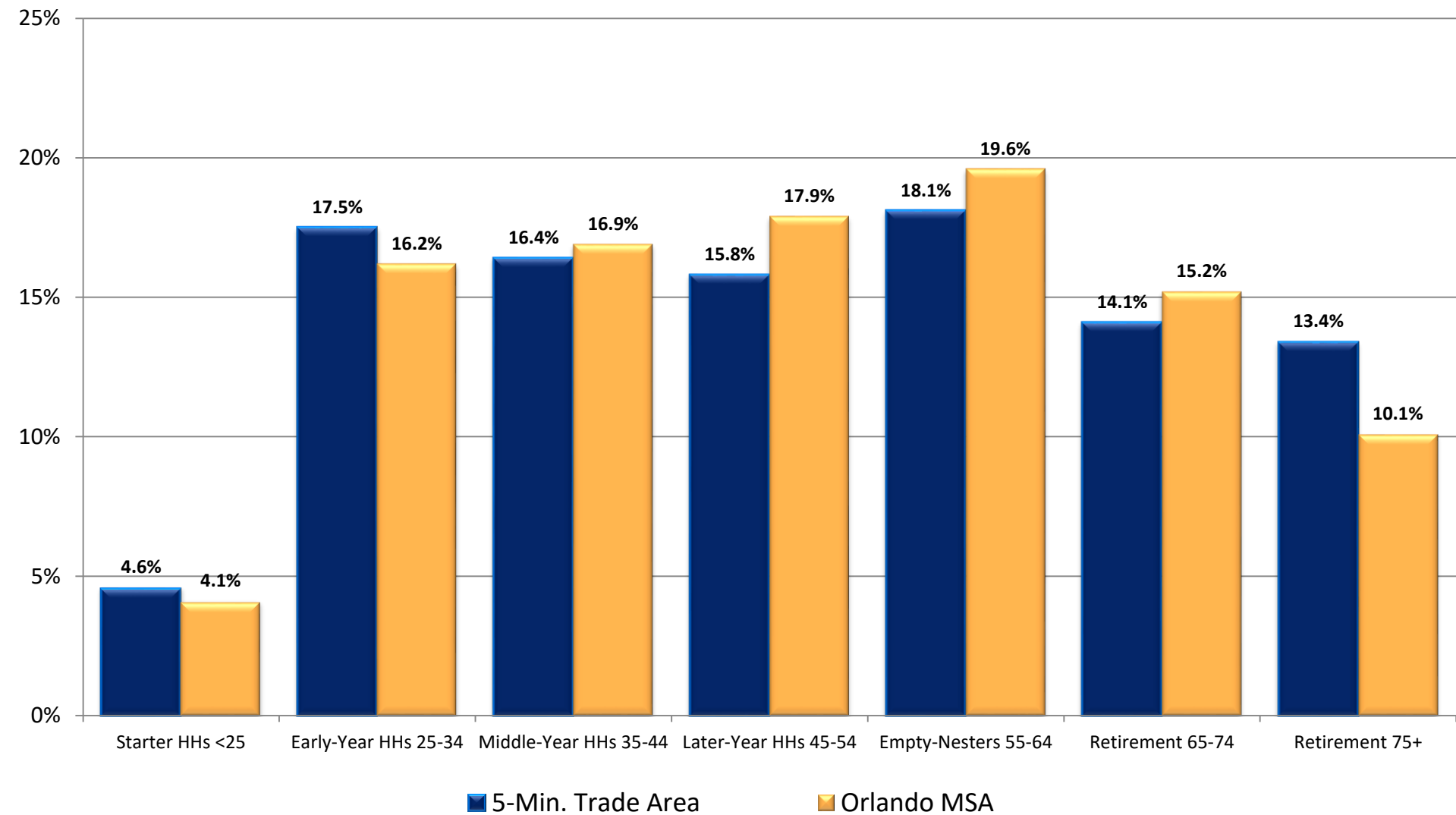
SOURCE: © 2020 ESRI

MARITAL STATUS BY REGION



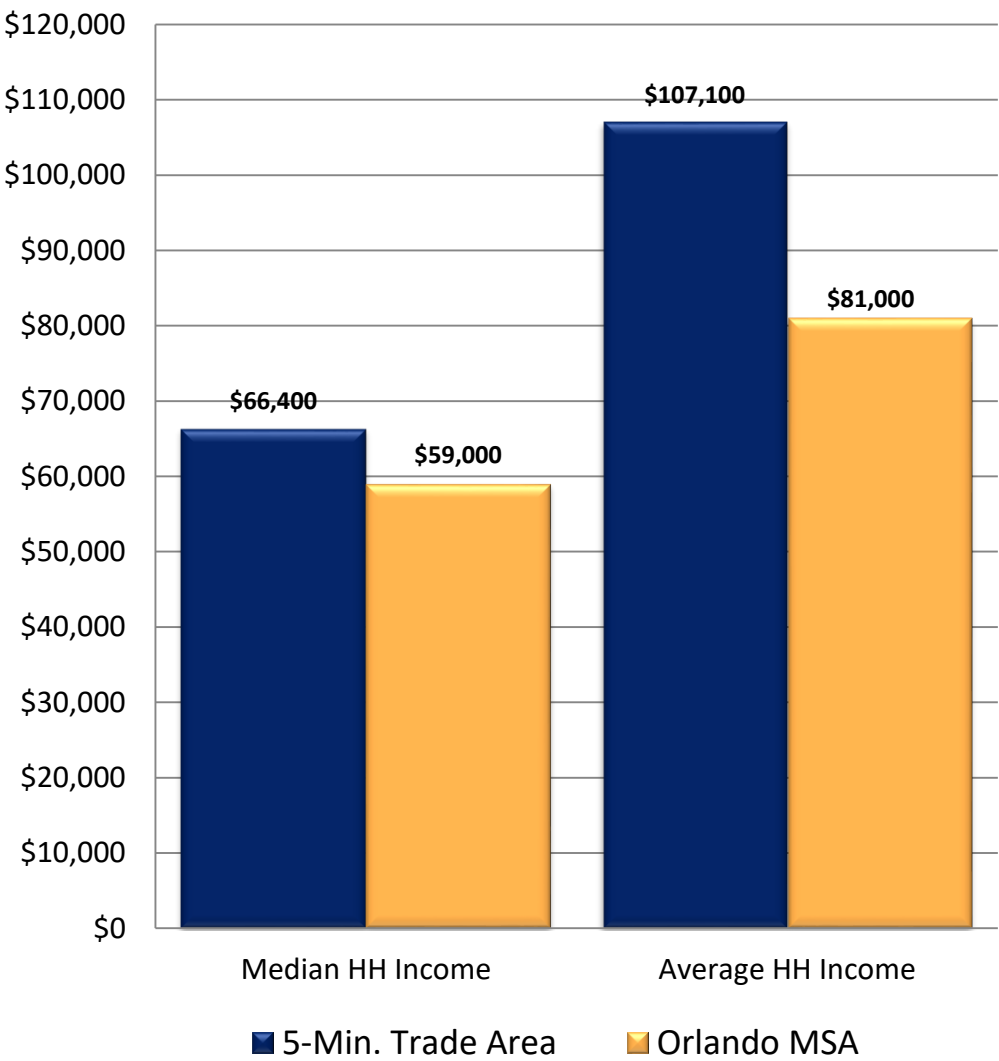
SOURCE: © 2020 ESRI

PERCENT OF HOUSEHOLD TYPES BY AGE OF HOUSEHOLDER: 2020



SOURCE: © 2020 ESRI

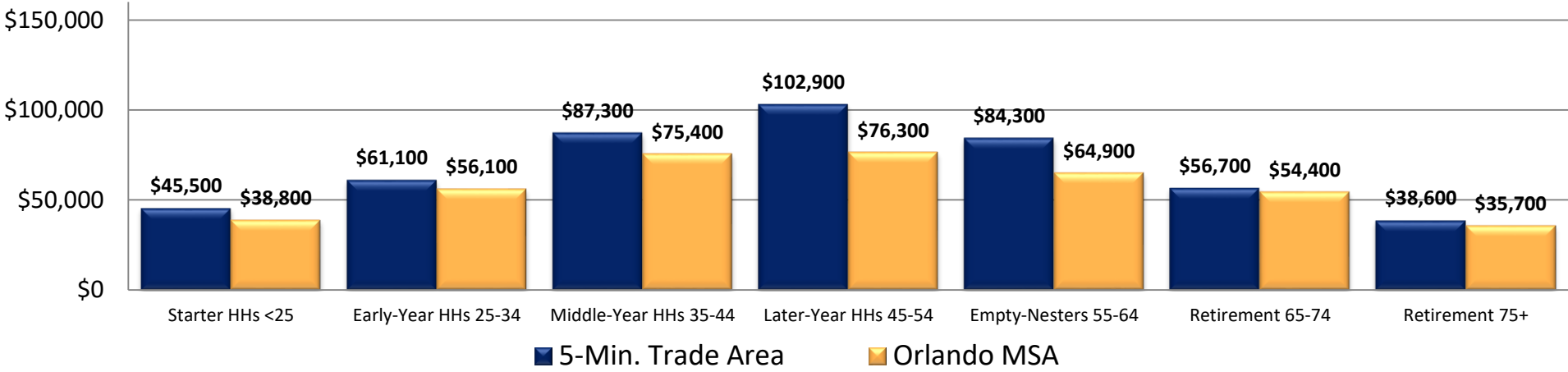
HOUSEHOLD INCOME BY REGION: 2020



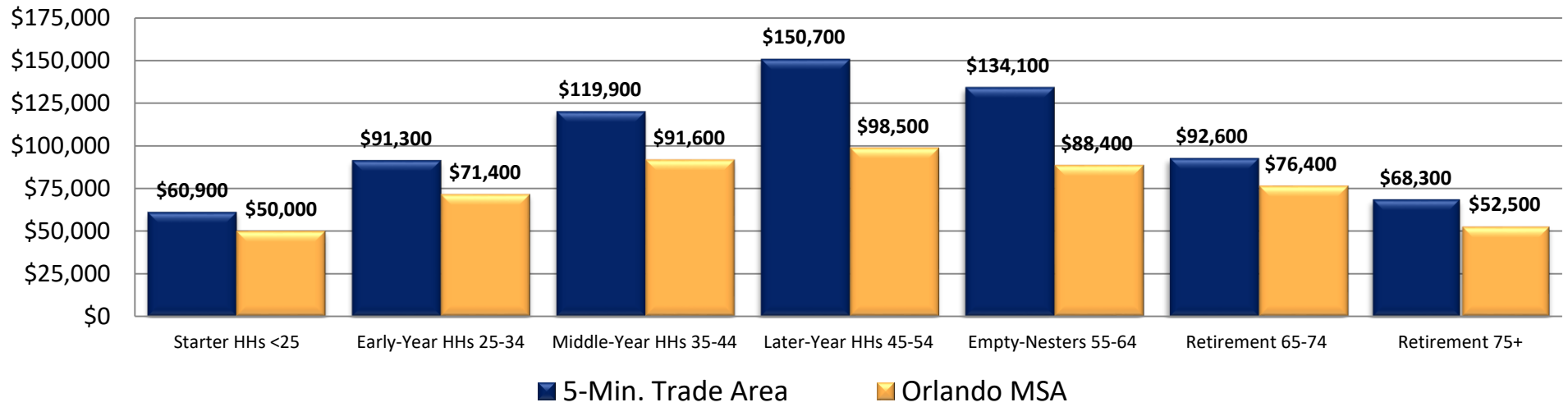
SOURCE: © 2020 ESRI

HOUSEHOLD INCOME BY AGE OF HOUSEHOLDER AND REGION: 2020

MEDIAN HH INCOME BY AGE OF HOUSEHOLDER: 2020

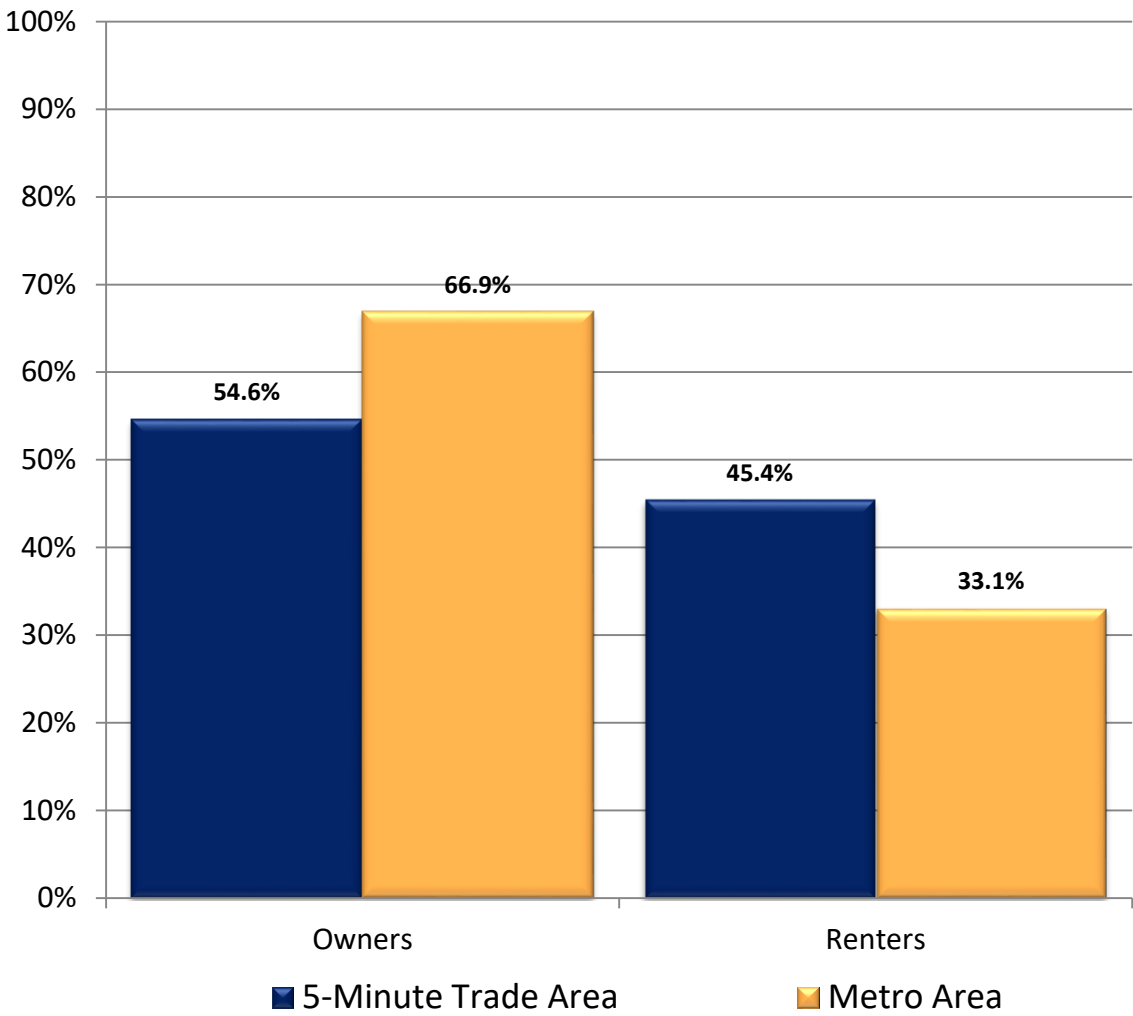


AVERAGE HH INCOME BY AGE OF HOUSEHOLDER: 2020



SOURCE: © 2020 ESRI

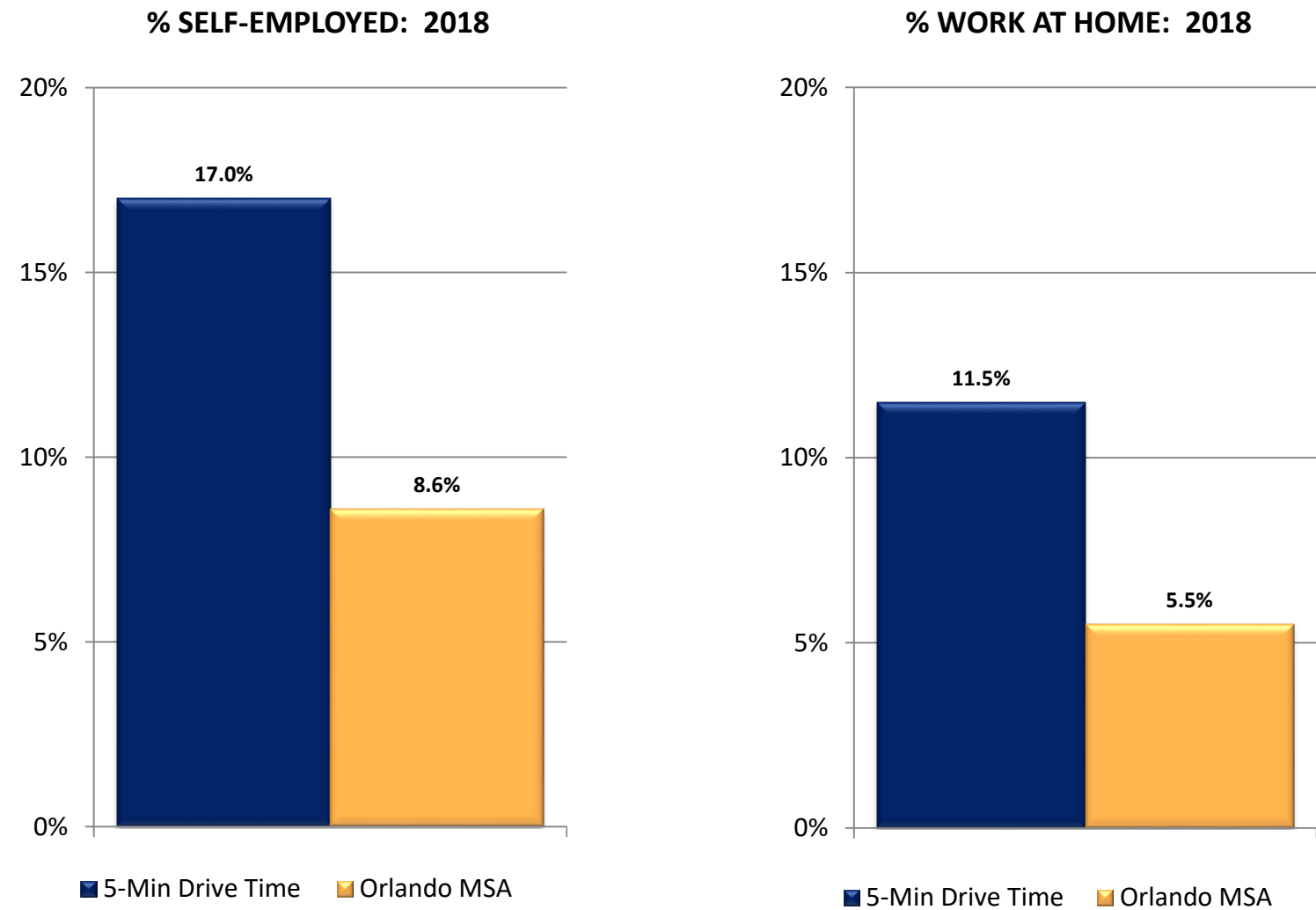
PERCENT OCCUPIED HOUSING UNITS BY TENURE AND REGION: 2020



NOTE: Renter-occupied units include all product types.

SOURCE: © 2020 ESRI

% SELF-EMPLOYED AND % WORK-AT-HOME BY REGION: 2018

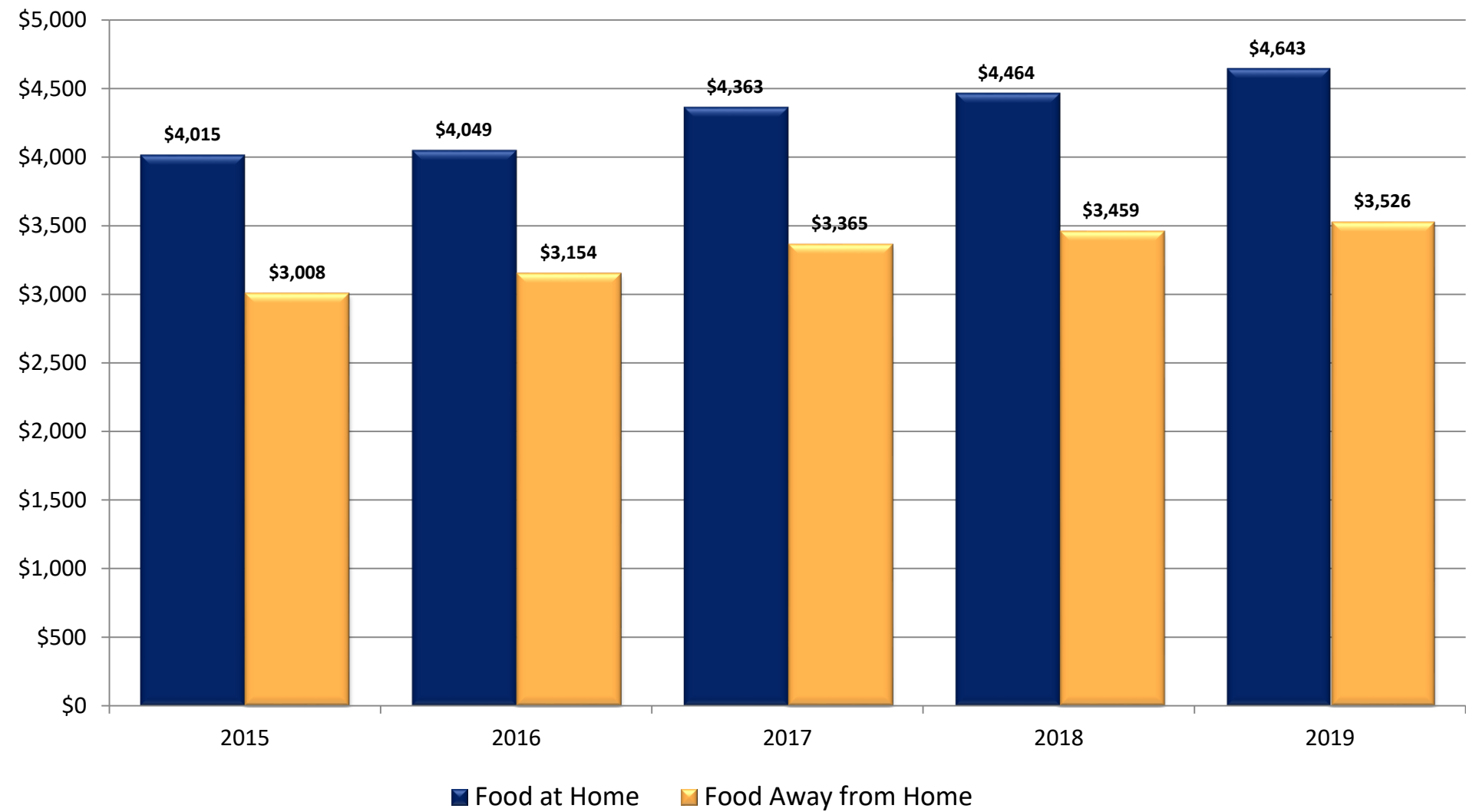


SOURCE: © 2020 ESRI

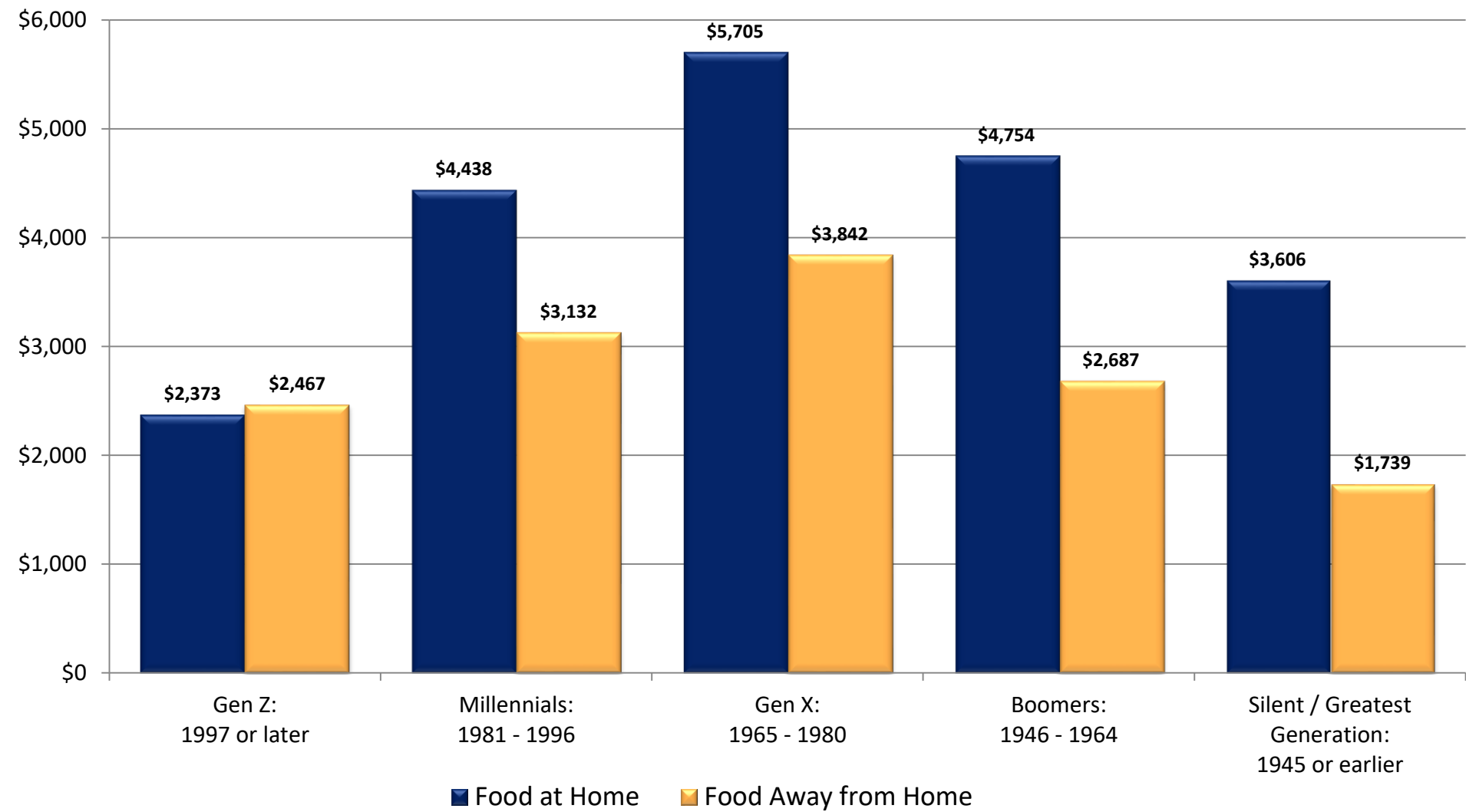
RESTAURANT TRENDS



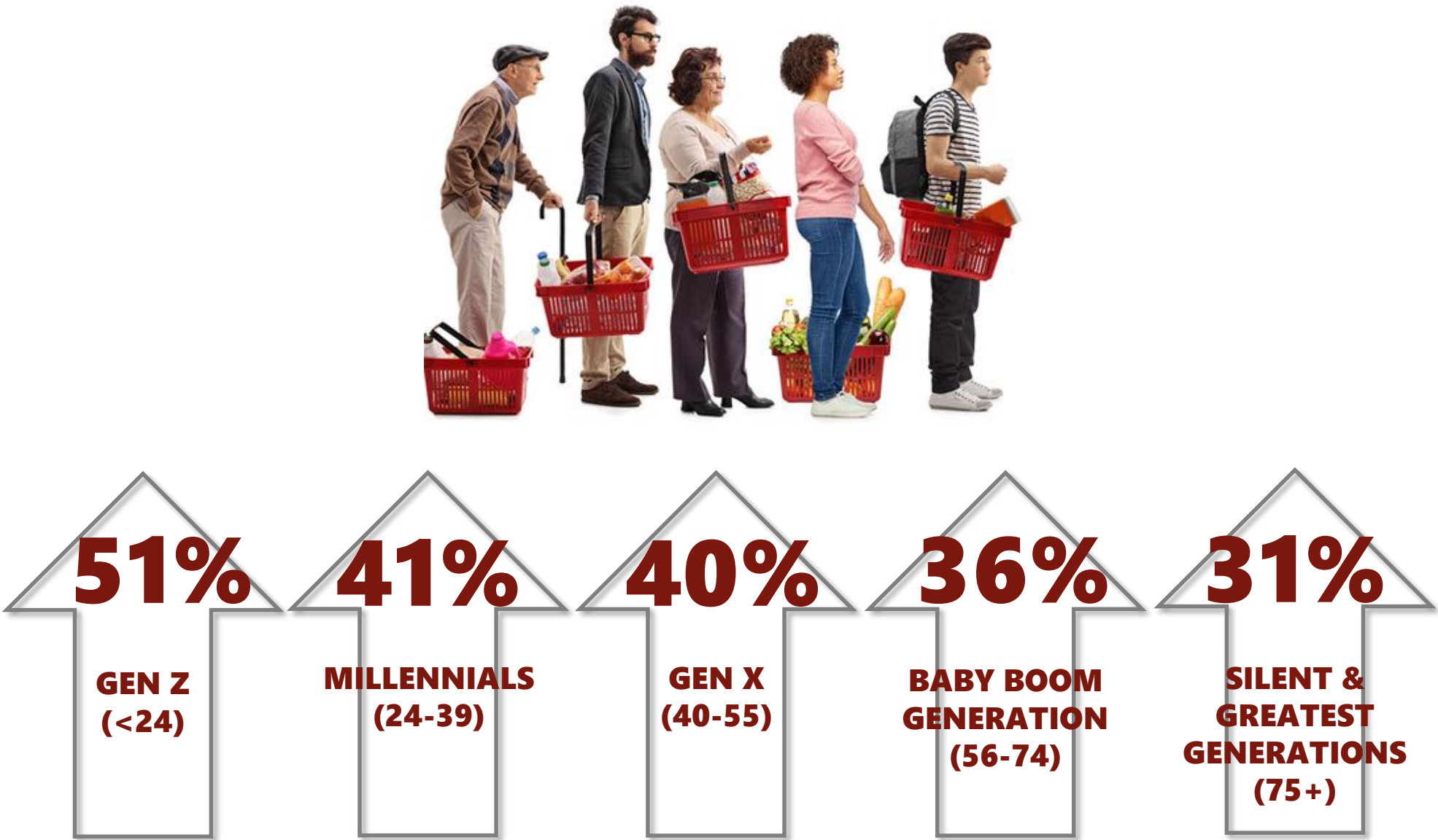
ANNUAL HOUSEHOLD SPENDING ON FOOD AT HOME & AWAY FROM HOME: U.S.



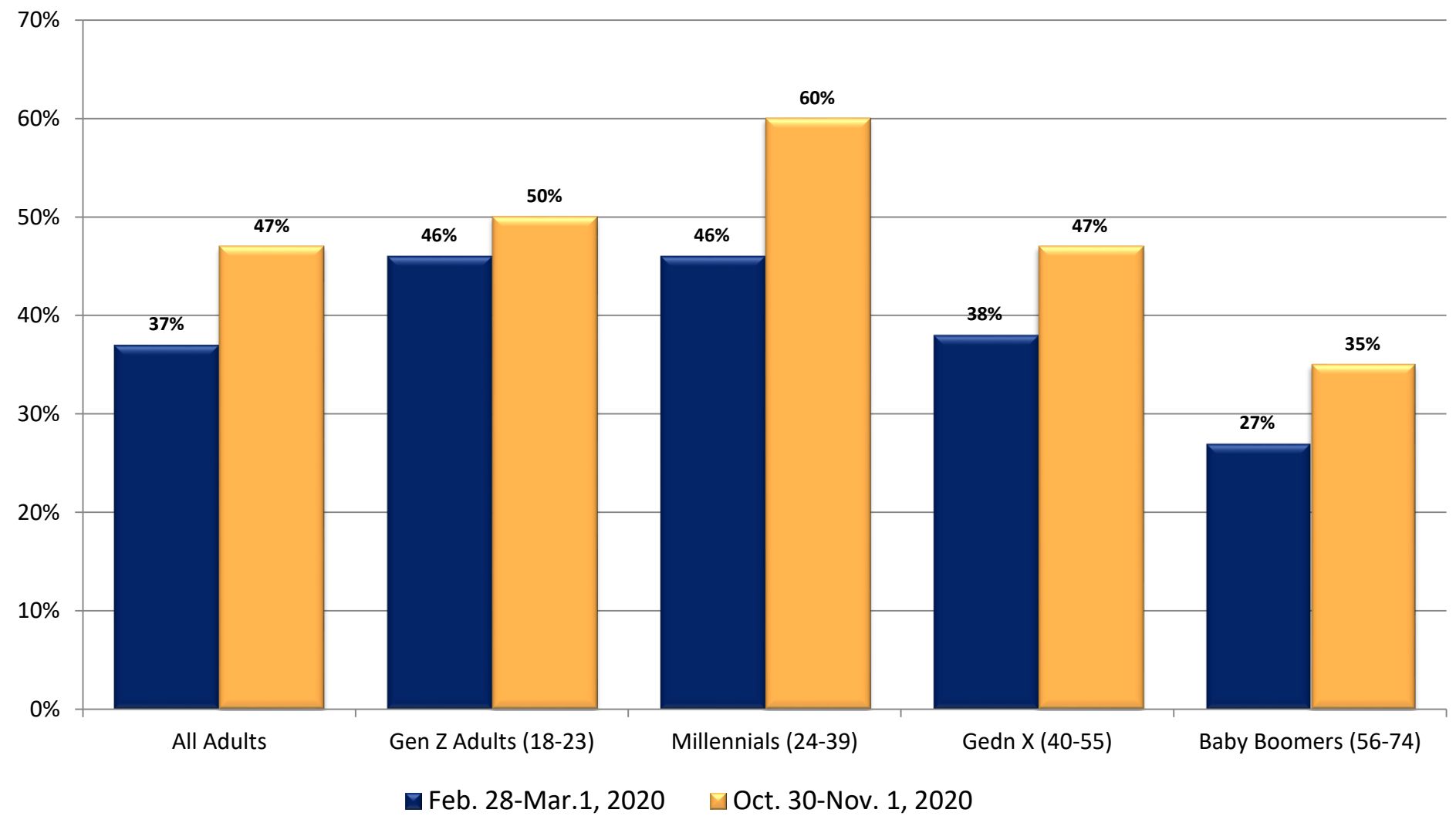
ANNUAL HOUSEHOLD SPENDING ON FOOD AT HOME & AWAY FROM HOME
BY GENERATION: U.S.



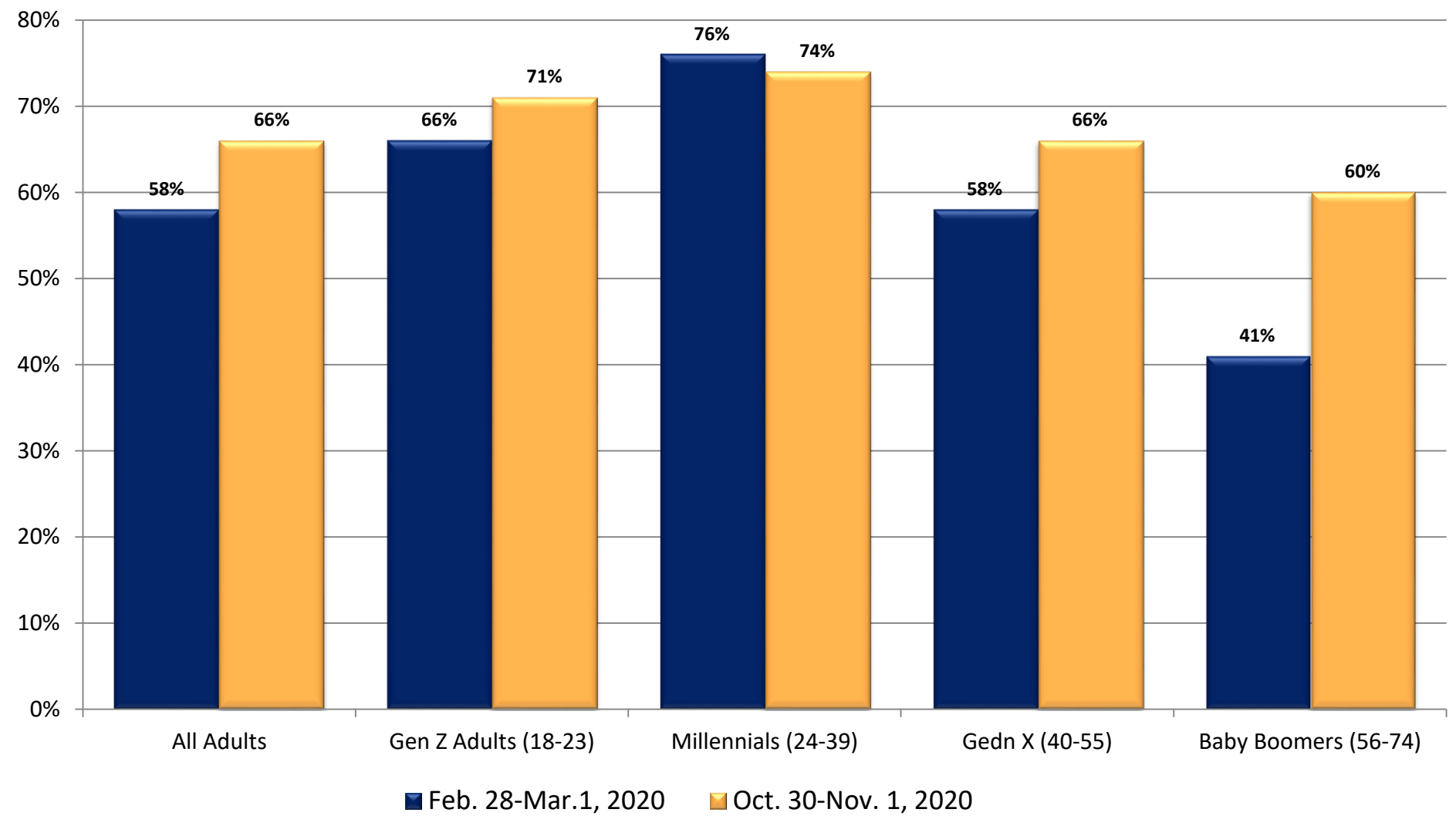
PERCENT OF FOOD SPENDING AWAY FROM HOME BY GENERATION: U.S.



**% OF ADULTS WHO ORDERED TAKEOUT OR DELIVERY FOR “LUNCH”
DURING PREVIOUS WEEK: U.S.**

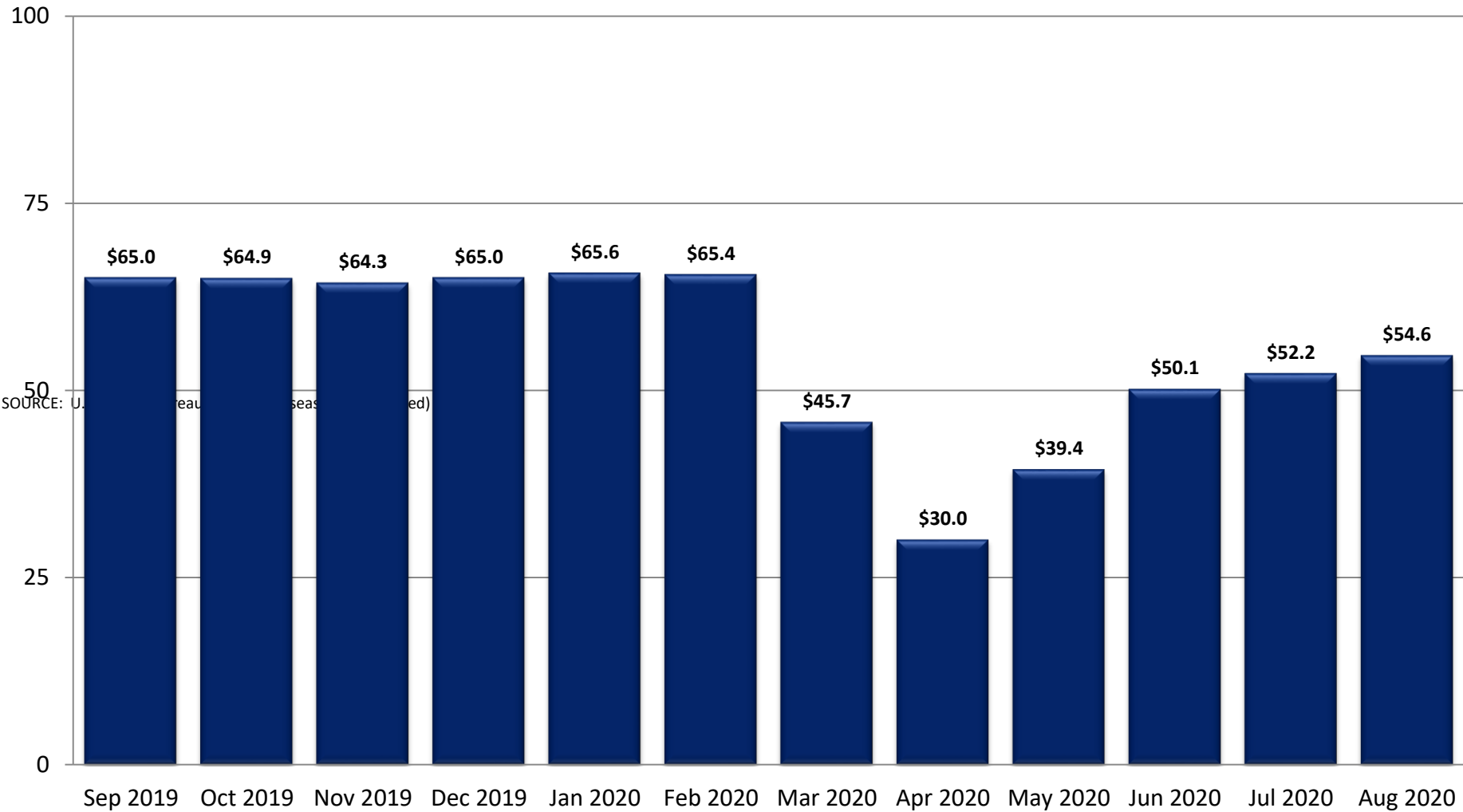


**% OF ADULTS WHO ORDERED TAKEOUT OR DELIVERY FOR “DINNER”
DURING PREVIOUS WEEK: U.S.**



TOTAL EATING & DRINKING PLACE SALES: U.S.

(\$ BILLIONS)

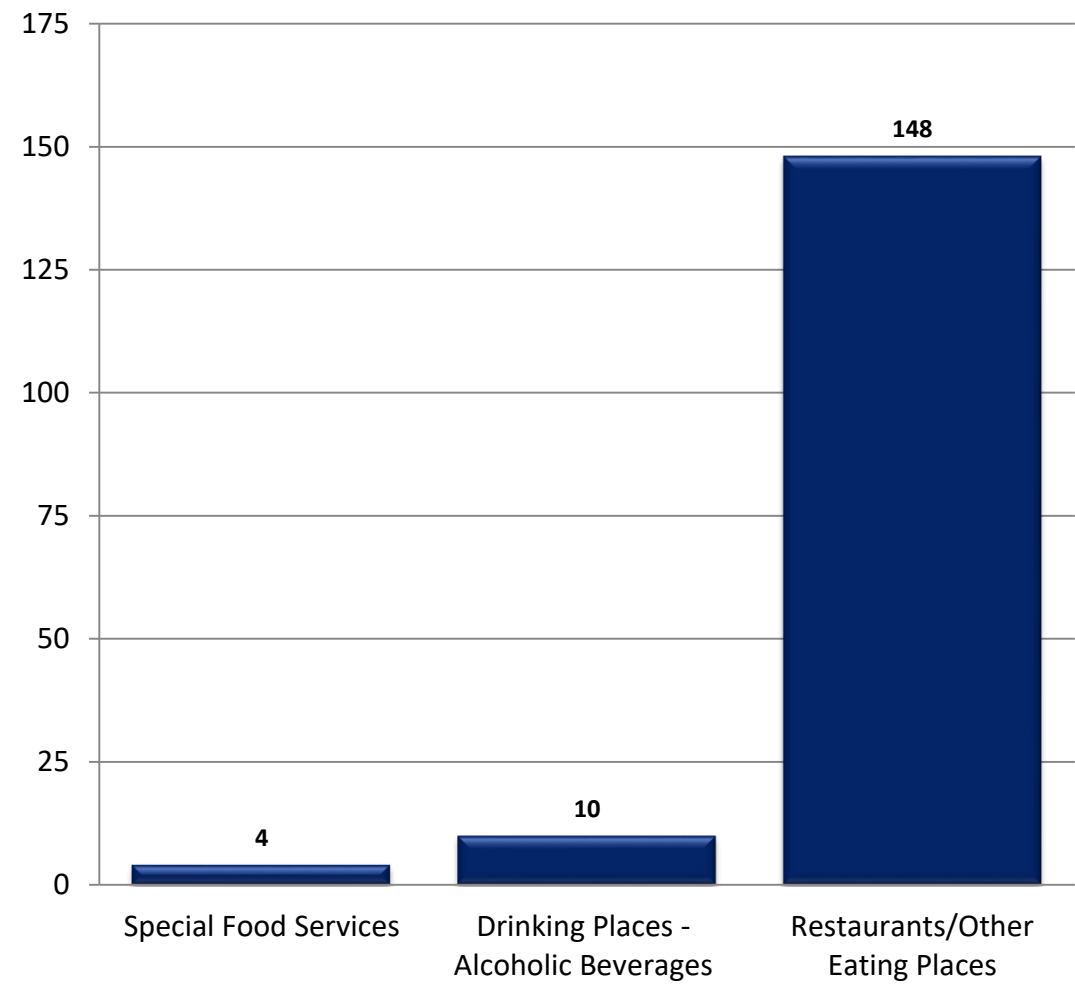


SOURCE: National Restaurant Association (online survey)

FOOD & BEVERAGE TRENDS

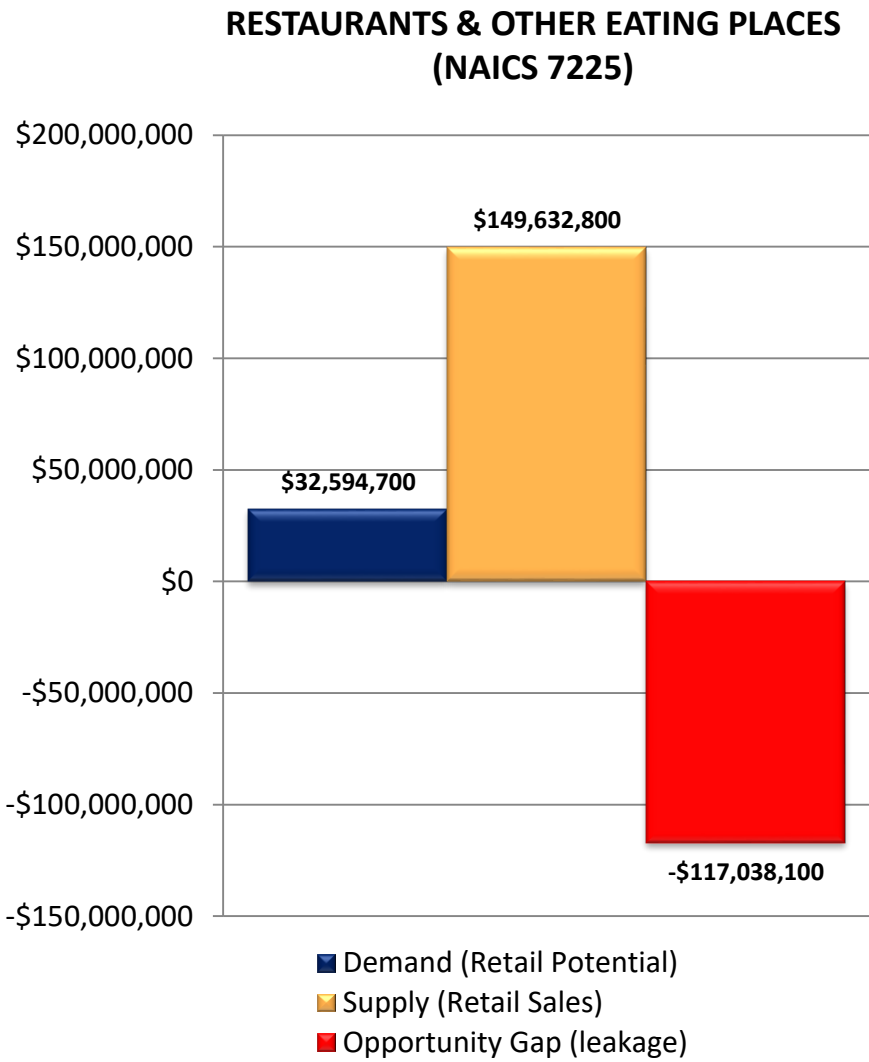
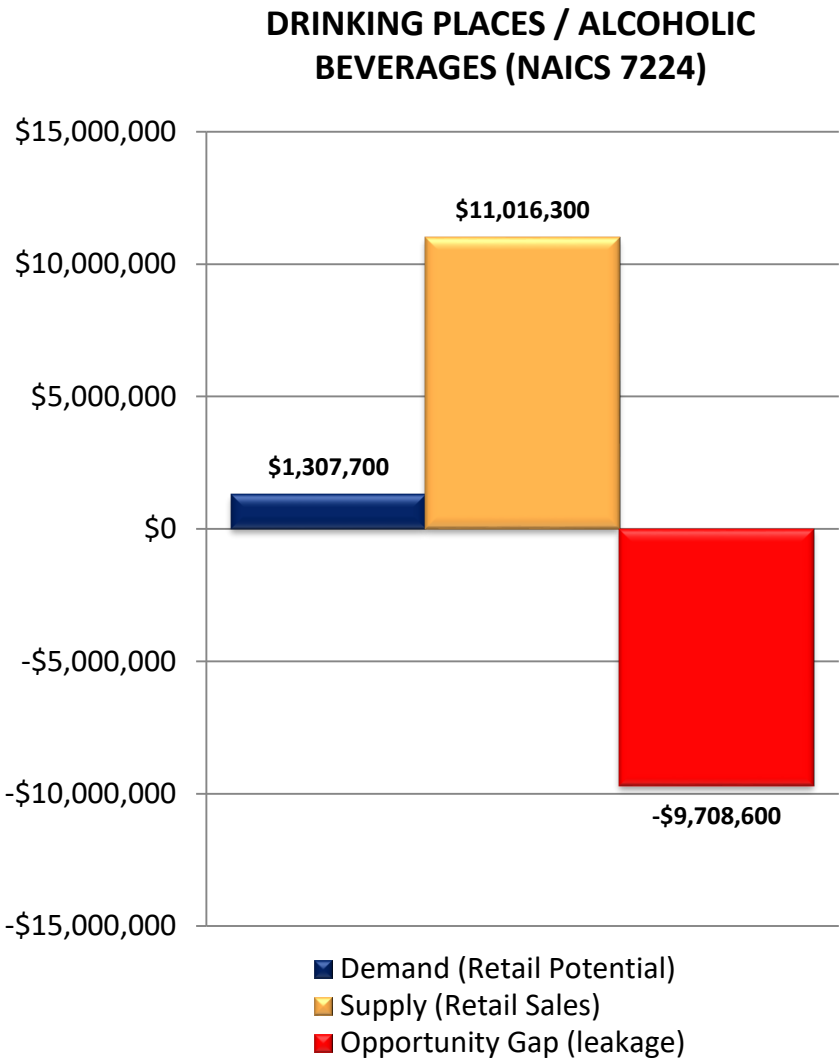


NUMBER OF FOOD SERVICES & DRINKING PLACES: 5-MINUTE TRADE AREA
2020



NOTES: Based on a 5-minute drive time from the subject property.

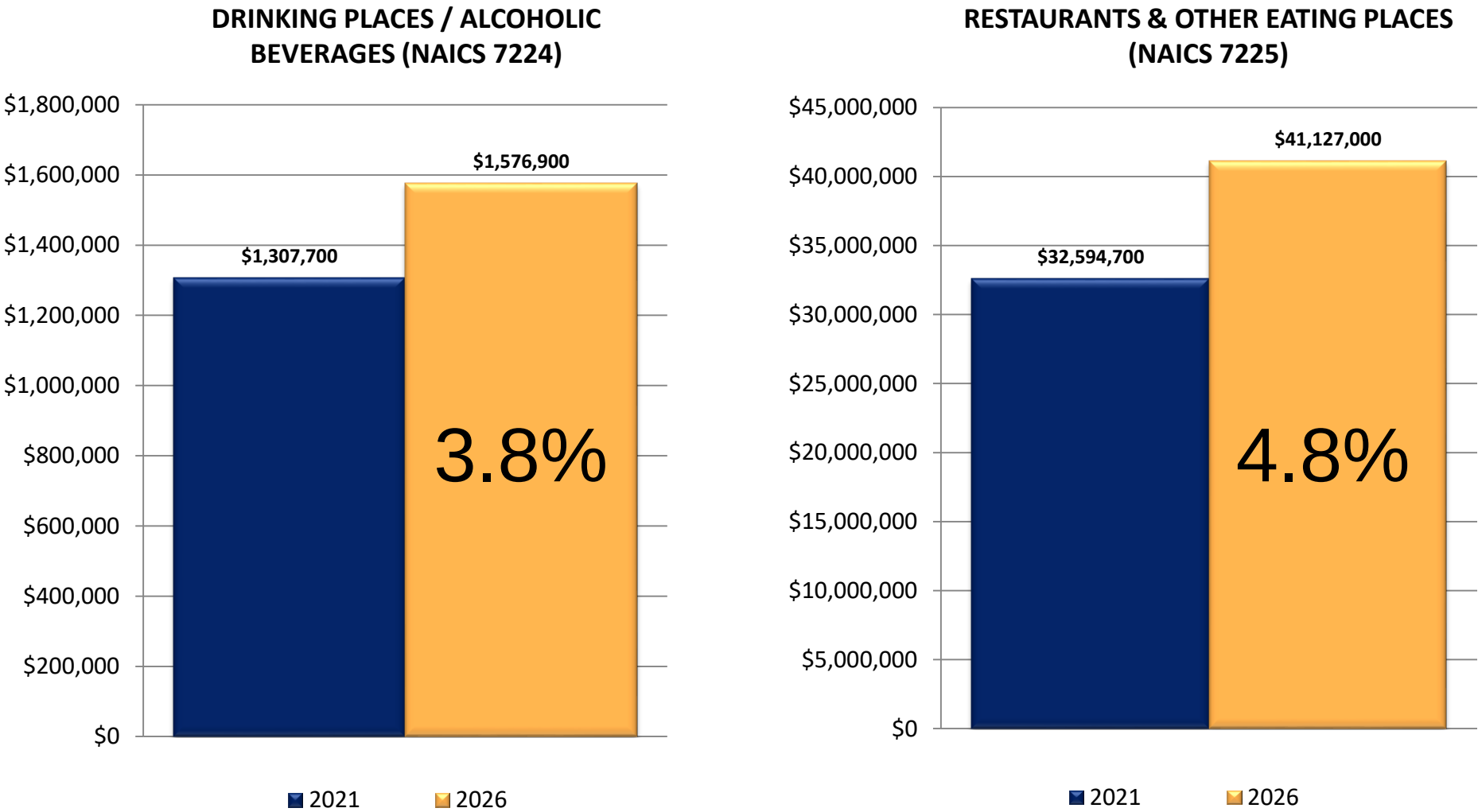
ESTIMATED DEMAND / SUPPLY FOR DRINKING PLACES & RESTAURANTS:
5-MINUTE TRADE AREA



NOTE: A positive value represents leakage of retail opportunity outside the trade area. A negative value represents a surplus of retail sales, a market where customers are drawn in from outside the trade area. The opportunity gap is the difference between demand (retail potential) and supply (retail sales).

SOURCE: © 2021 Claritas, 2021 estimates

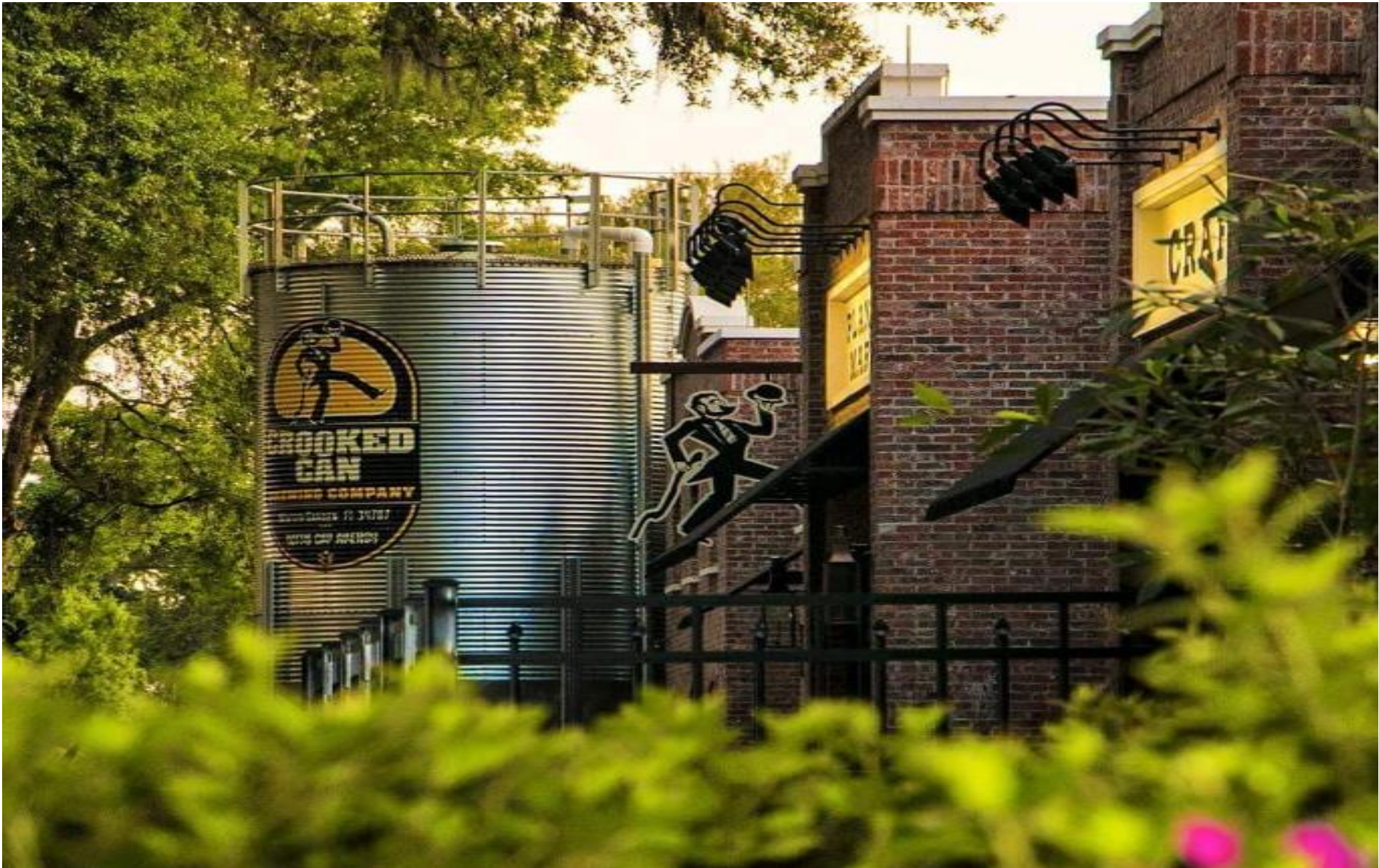
ESTIMATED ANNUAL DEMAND GROWTH FOR DRINKING PLACES &
RESTAURANTS:
5-MINUTE TRADE AREA



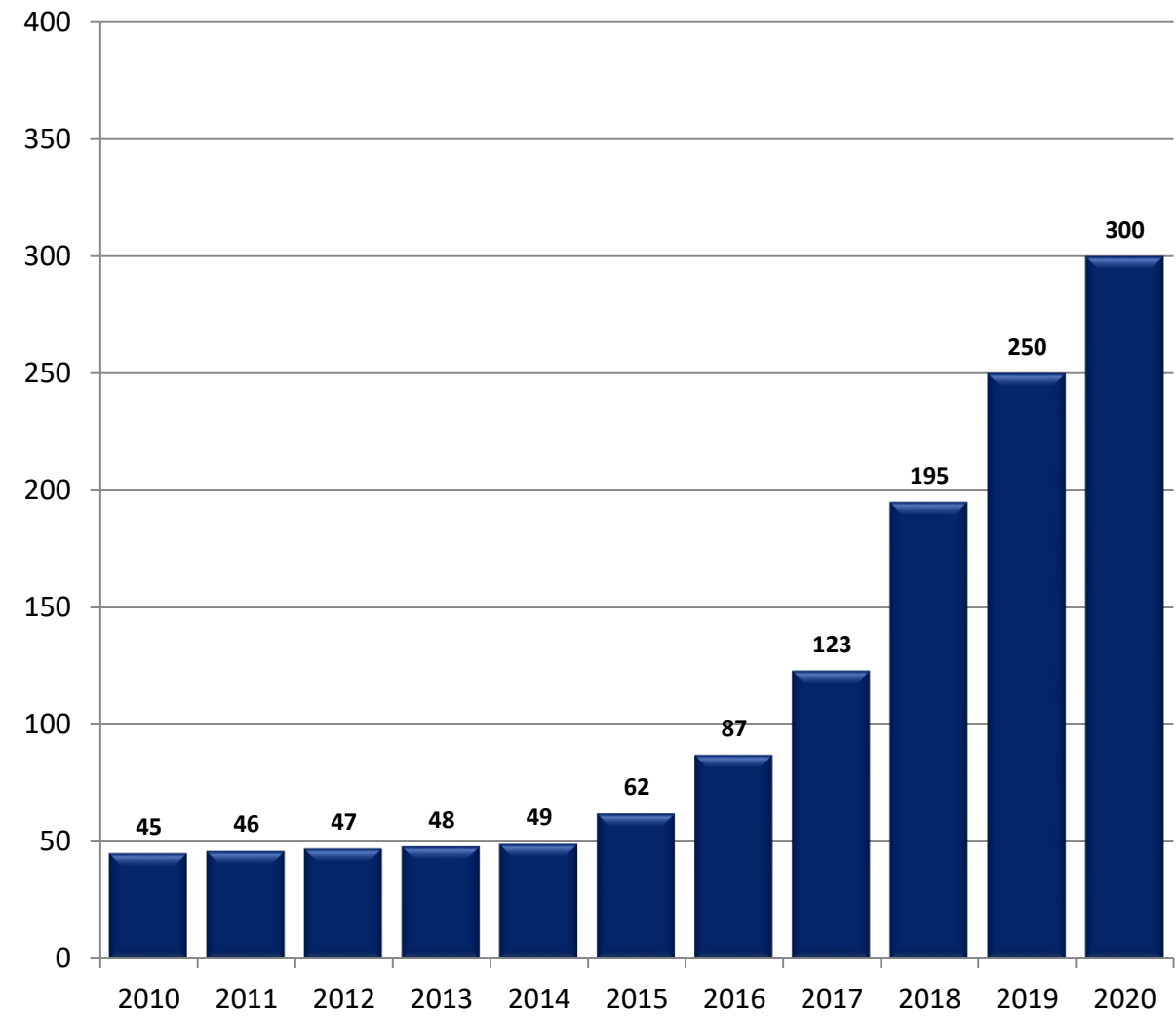
NOTE: A positive value represents leakage of retail opportunity outside the trade area. A negative value represents a surplus of retail sales, a market where customers are drawn in from outside the trade area. The opportunity gap is the difference between demand (retail potential) and supply (retail sales).

SOURCE: © 2021 Claritas, 2021 estimates

FOOD HALL TRENDS

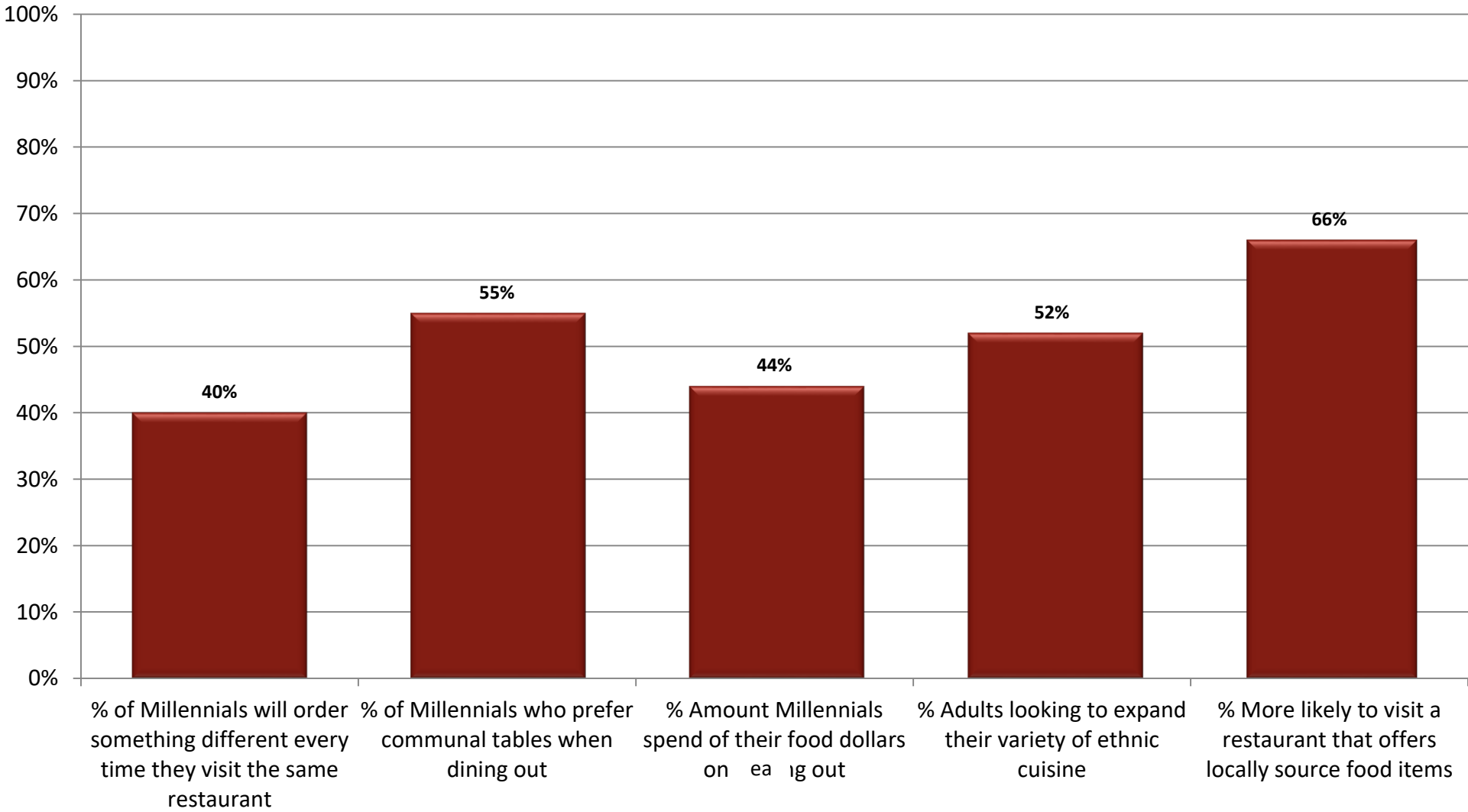


ESTIMATED NUMBER OF FOOD HALLS: U.S.
2010 - 2020

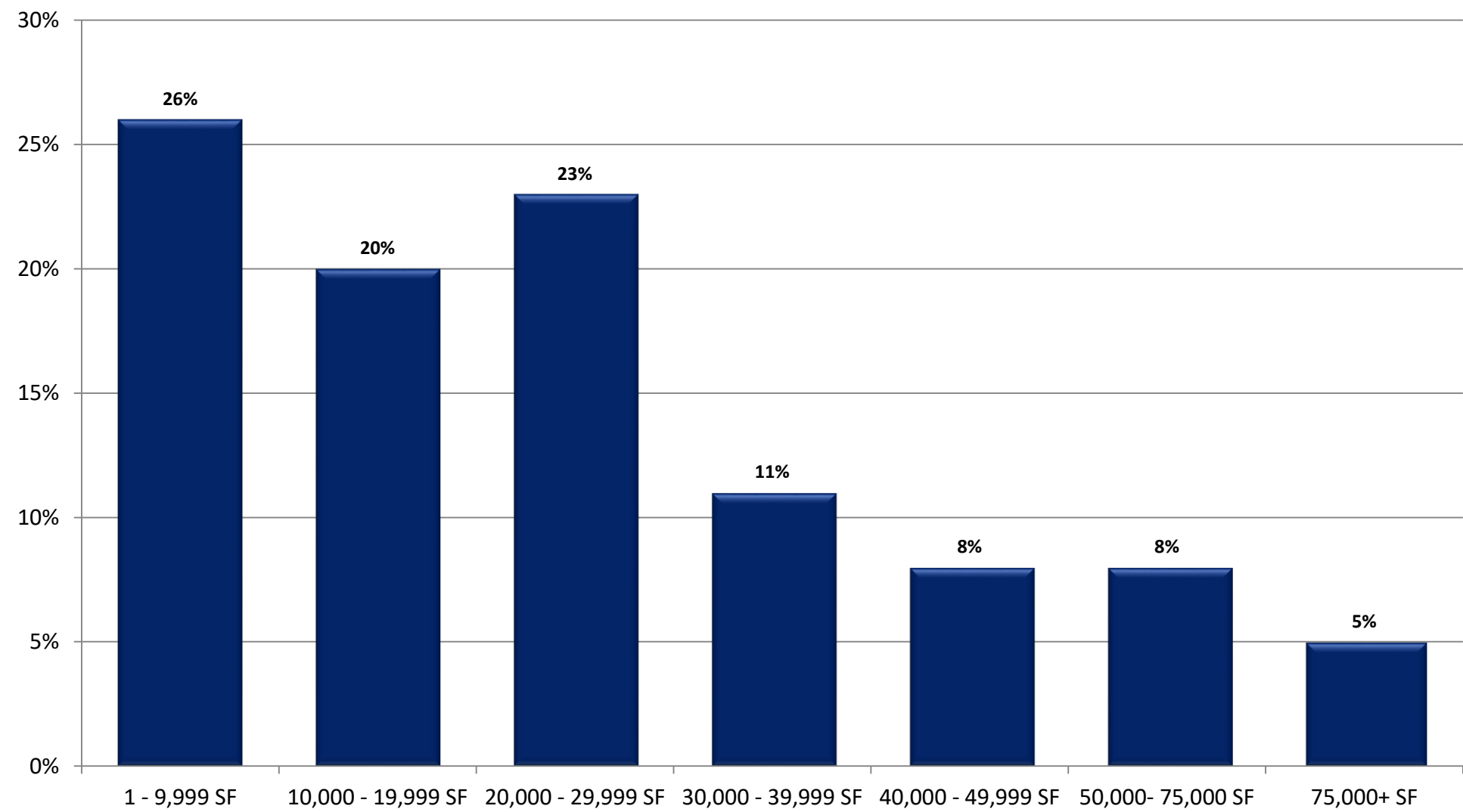


20.9%
**AVERAGE
ANNUAL
GROWTH**

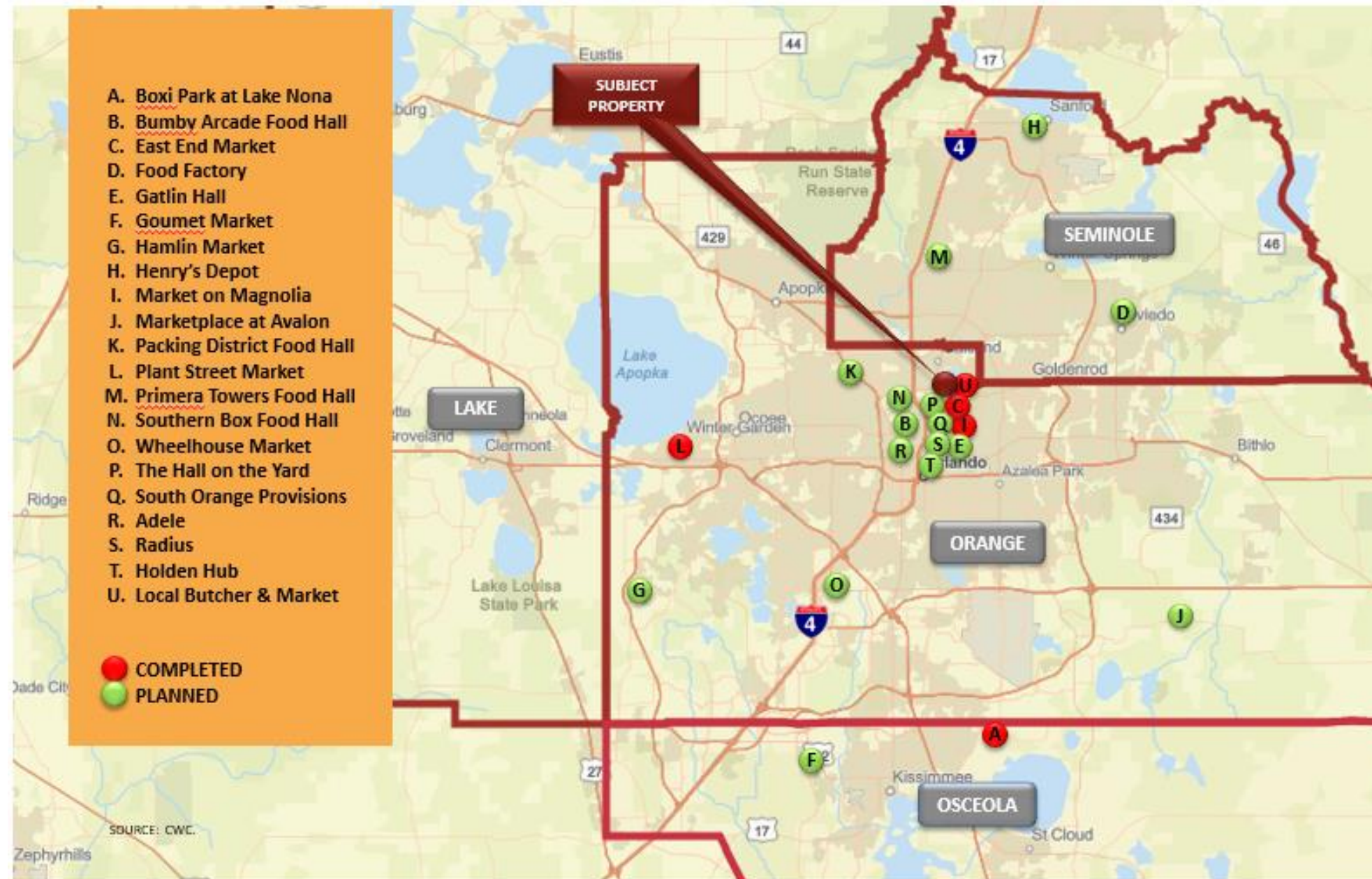
EATING PATTERNS FAVORING FOOD HALLS: U.S. 2017



ESTIMATED AVERAGE FOOD HALL SIZE: U.S.



METRO AREA FOOD HALL MAP: 2020



SOURCE: CWC.

TRADE AREA FOOD HALL MAP: 2020



SOURCE: CWC.



CRAFT BREWING TRENDS



BEER MARKET SHARE BY BARRELS: U.S.
2019

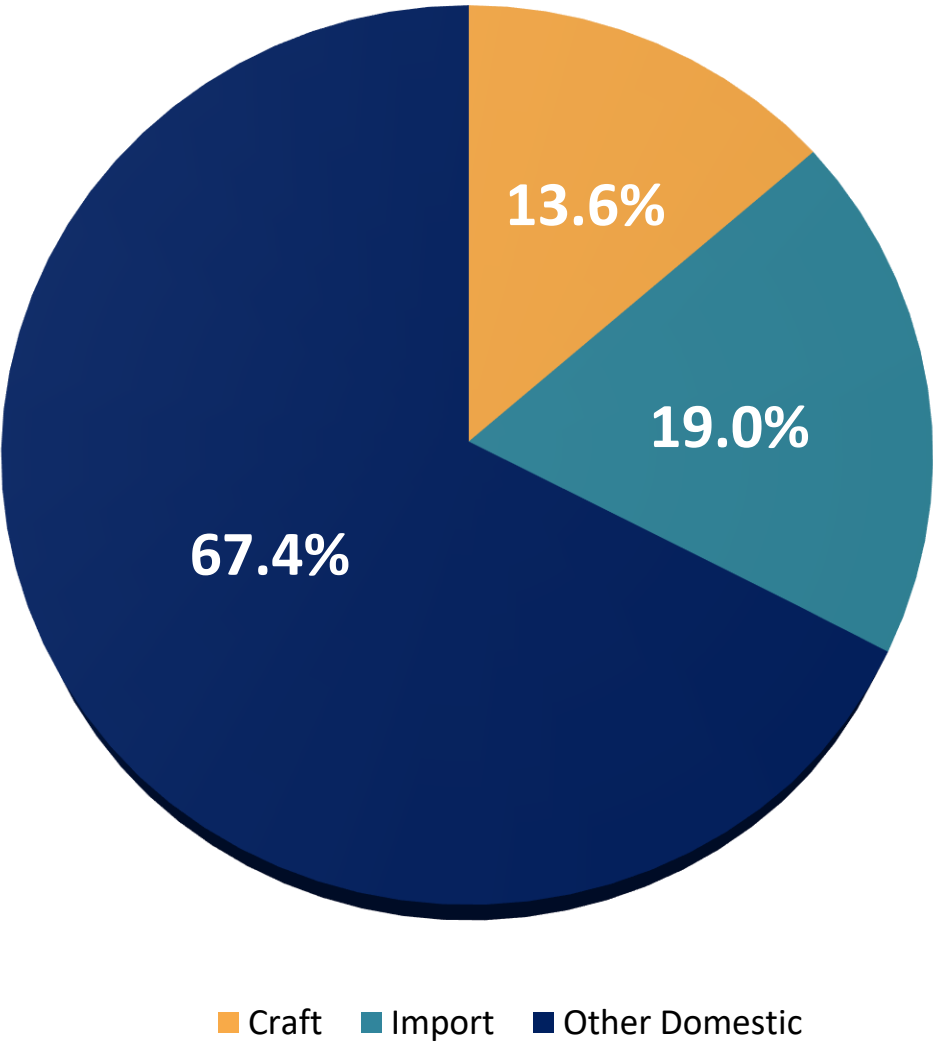
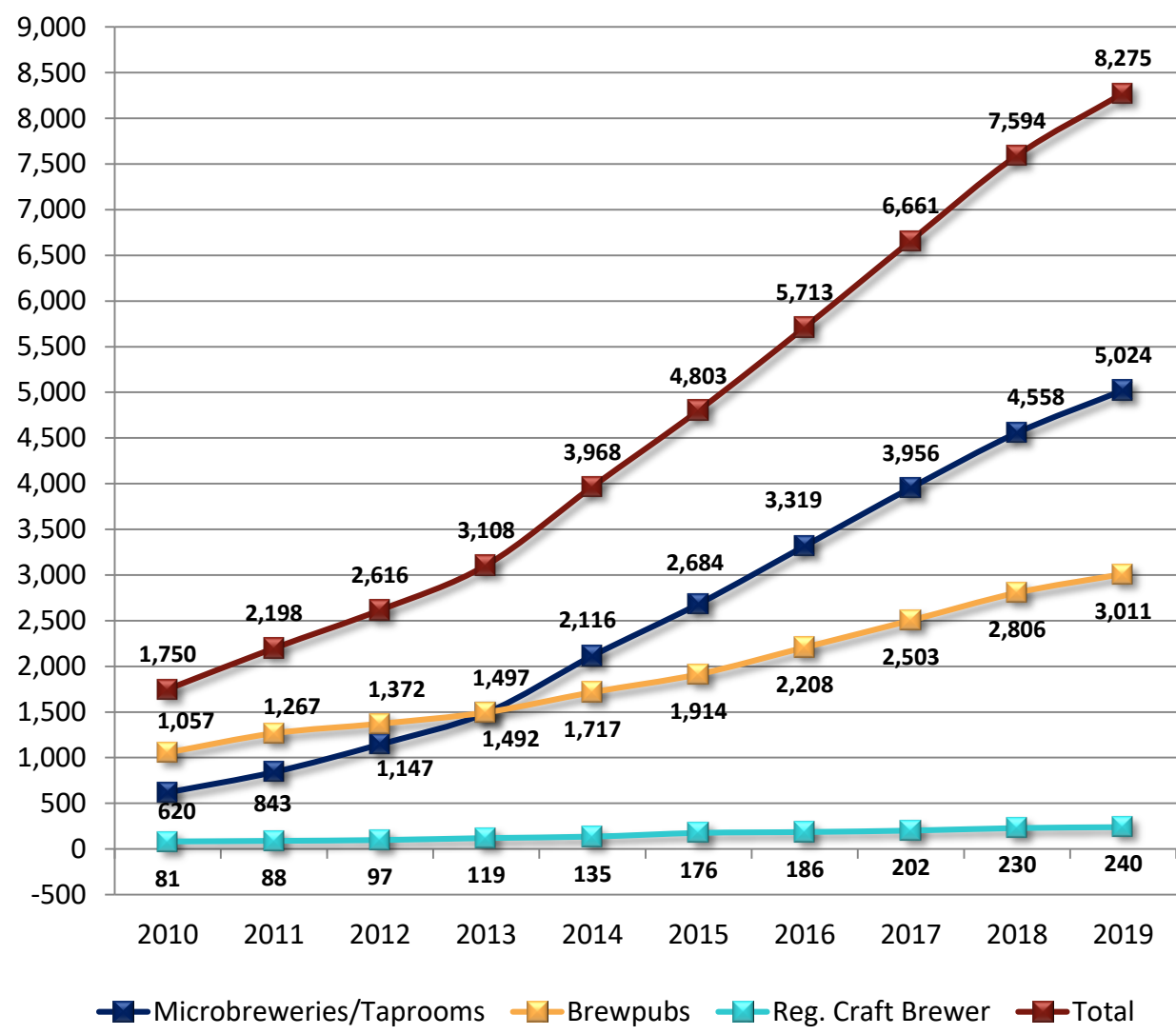


EXHIBIT 28
NUMBER OF CRAFT BREWERIES BY CATEGORY: U.S.
2019

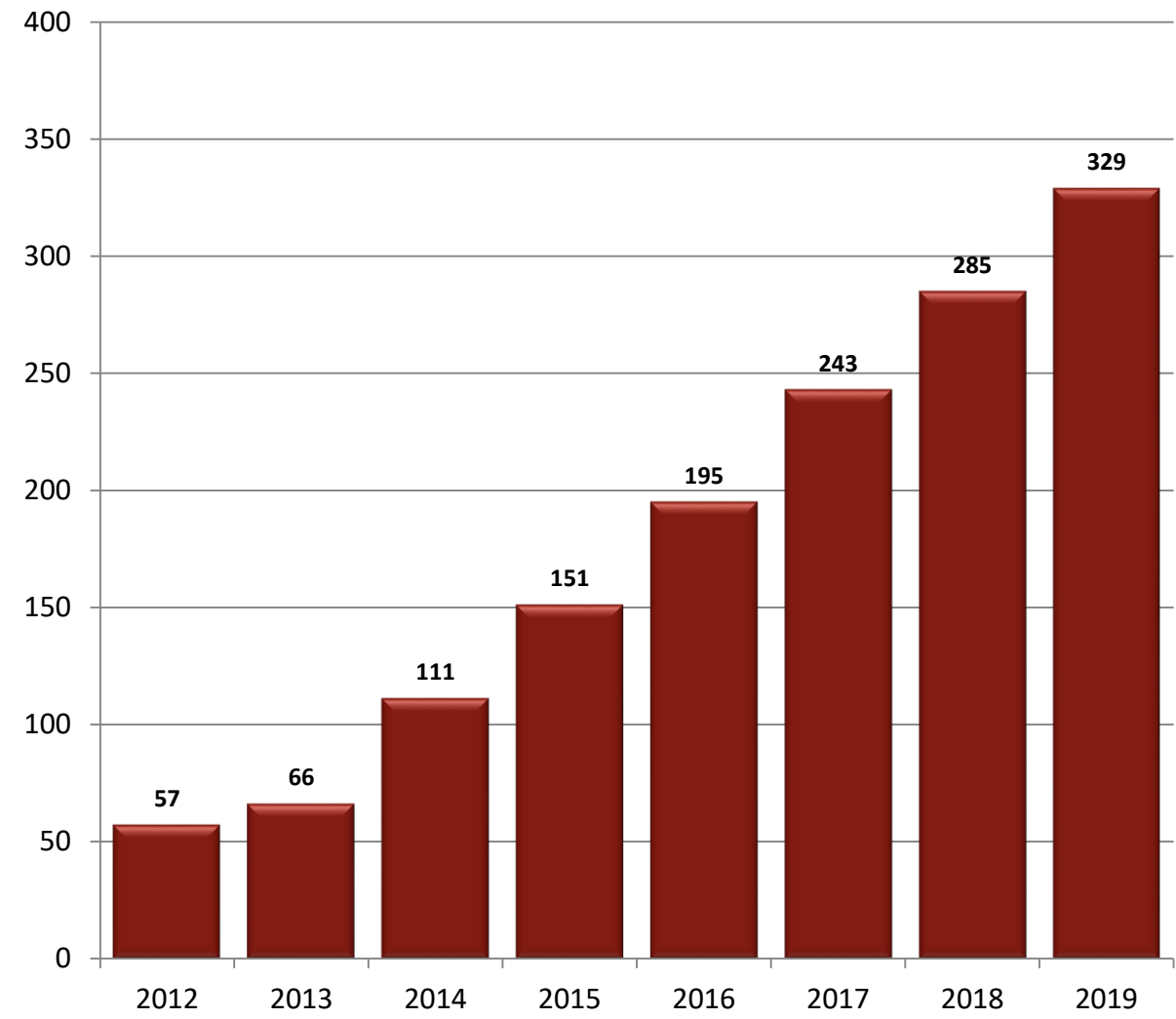


12.3%

**AVERAGE
ANNUAL
GROWTH
IN
BREW PUBS**

NOTE:
Craft breweries are classified into brewpubs,
regional craft breweries and microbreweries.
Brewpubs are restaurants with their own breweries
and sell at least a fourth of beer on location.

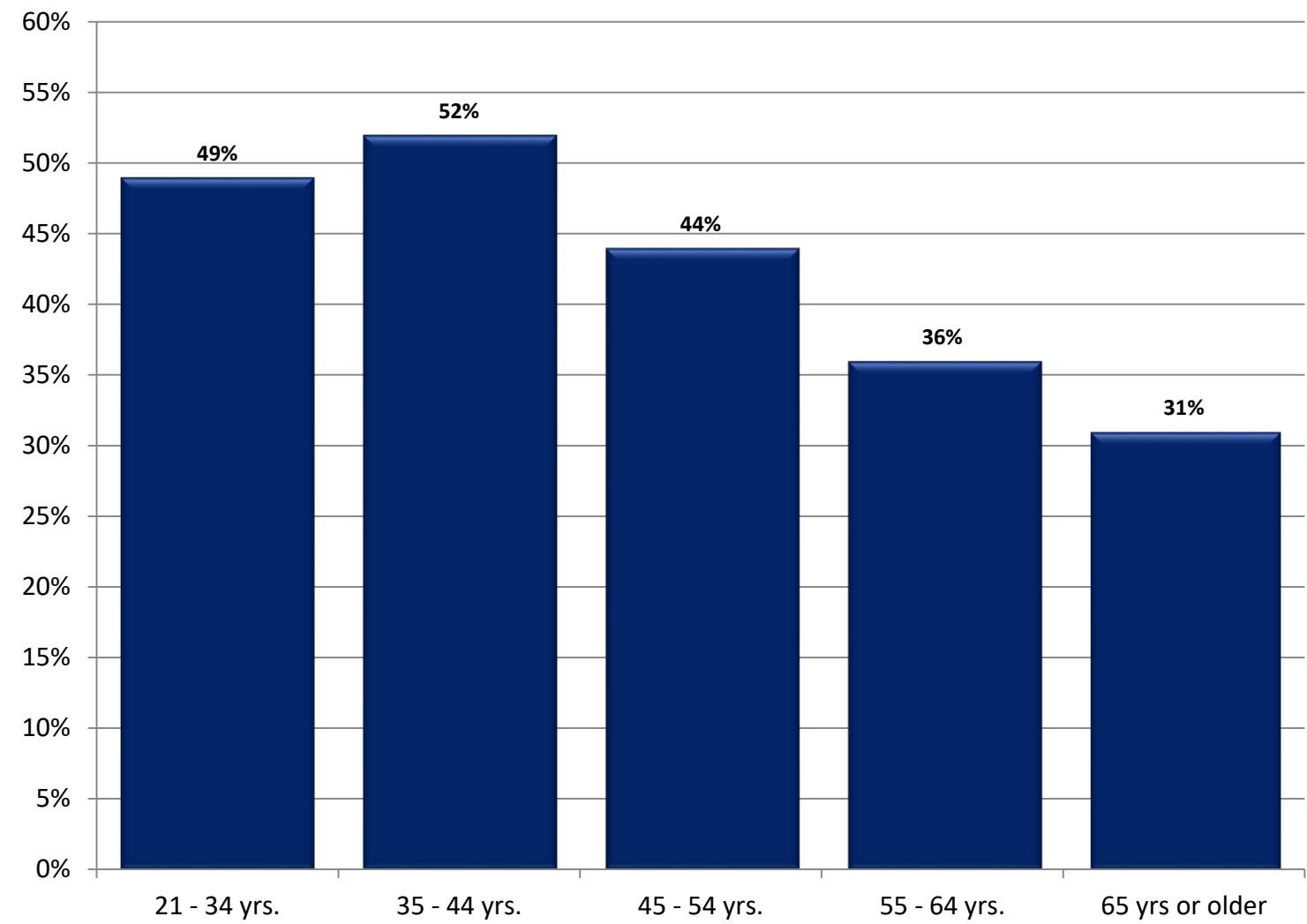
NUMBER OF CRAFT BREWERIES: FLORIDA
2012 - 2019



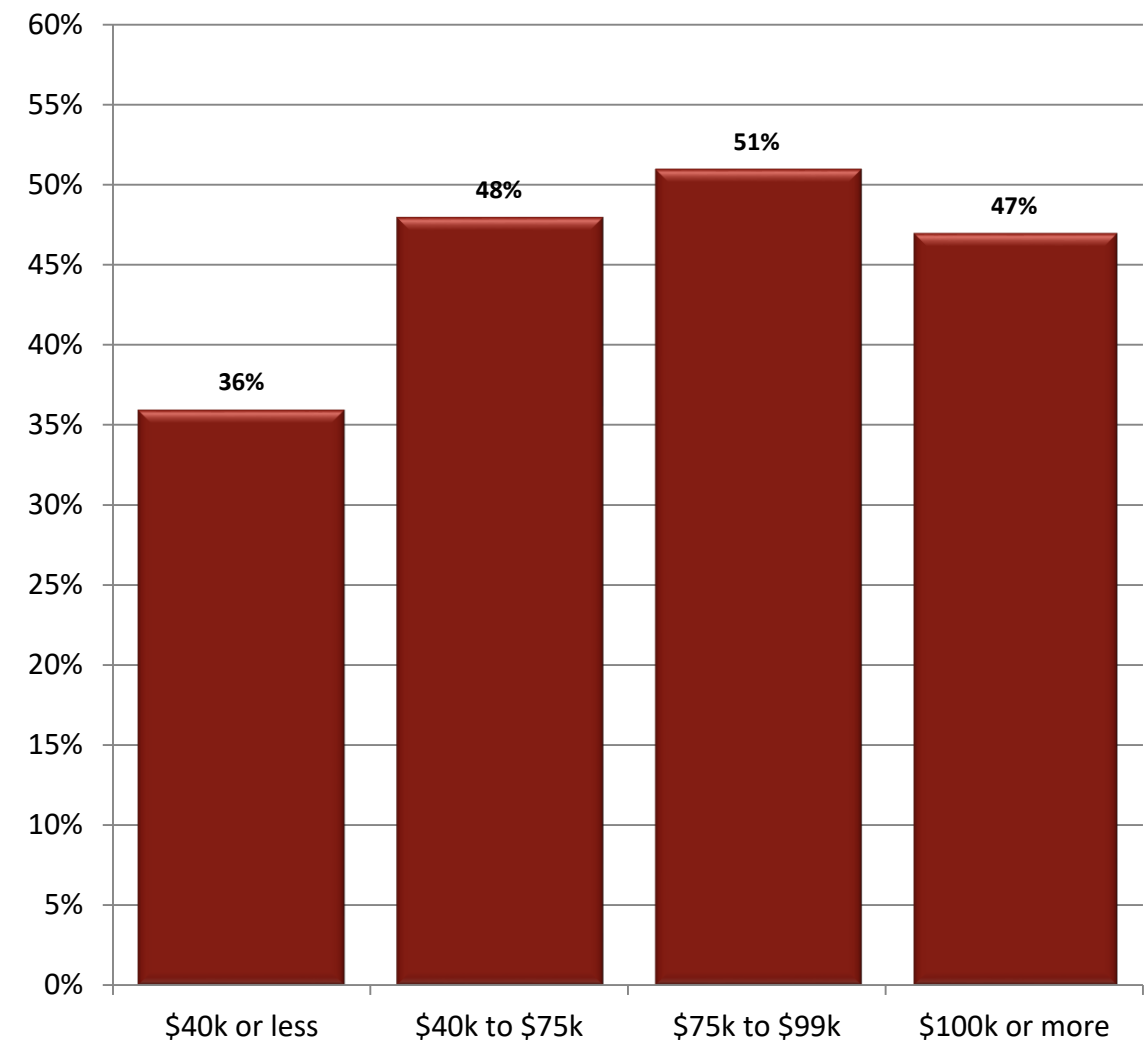
28.5%

**AVERAGE
ANNUAL
GROWTH**

DISTRIBUTION OF WEEKLY CRAFT BEER DRINKERS BY AGE: U.S.
2019



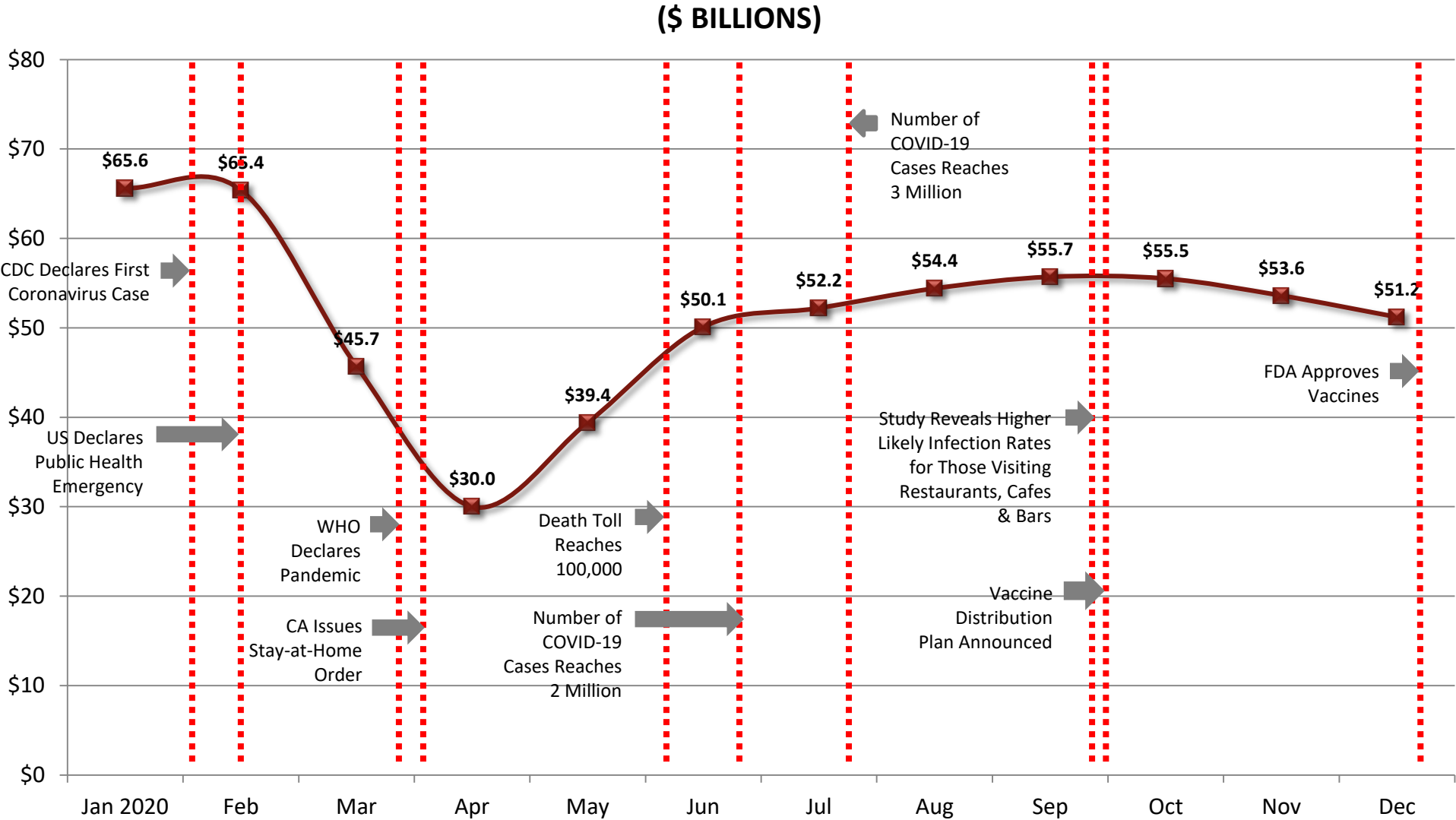
DISTRIBUTION OF WEEKLY CRAFT BEER DRINKERS BY INCOME: U.S.
2019



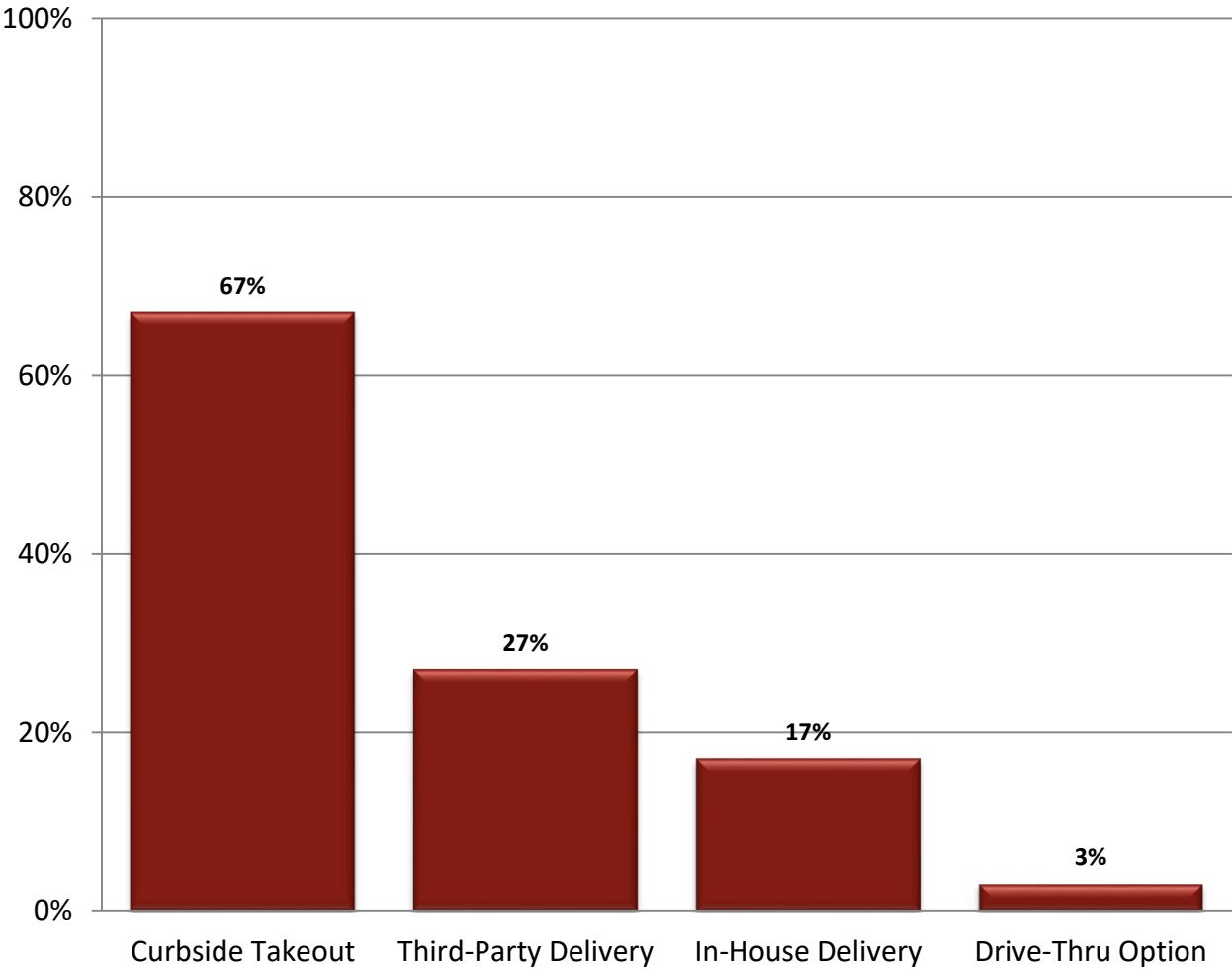
IMPACT OF COVID-19



SALES FOR TOTAL EATING AND DRINKING PLACES: U.S.
2020



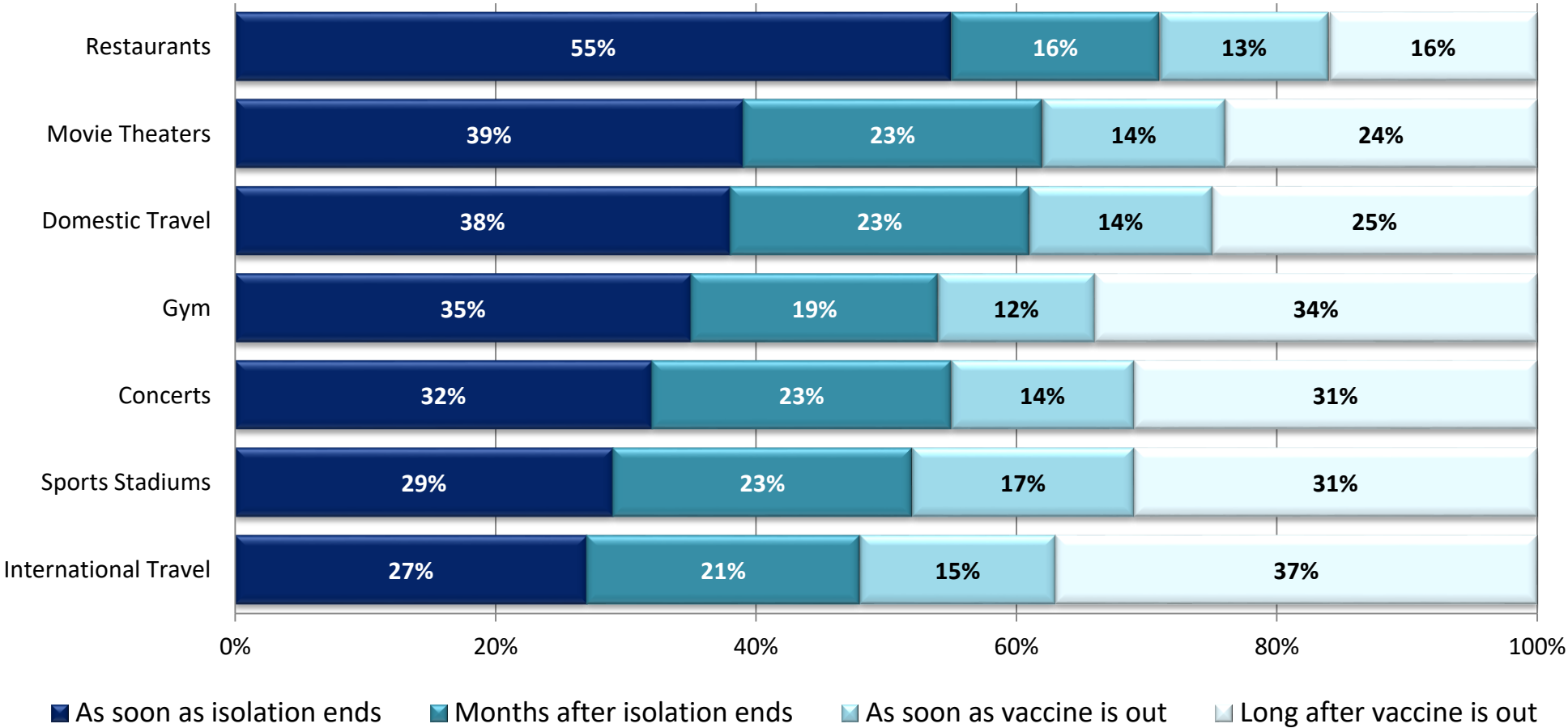
NEW OPTIONS ADDED BY RESTAURANTS DUE TO COVID-19: U.S. 2020



SOURCE: National Restaurant Association. Based on a survey of 3,500 restaurant operators from August 26 – September 1, 2020

POST-COVID 19 RETURN TO SELECTED ACTIVITIES:
GEN Z & MILLENNIALS
2020

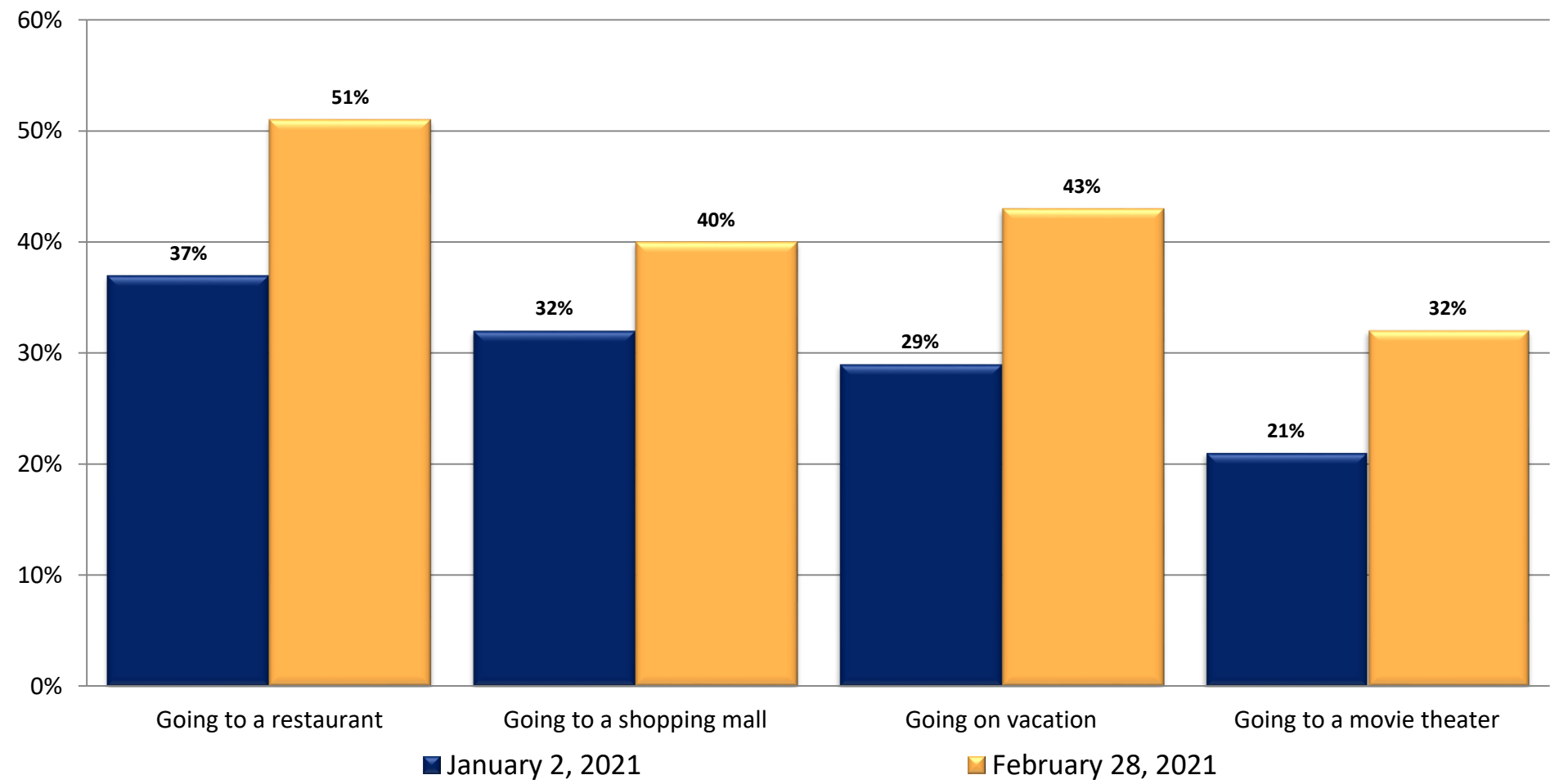
HOW SOON MILENNIALS AND GEN Z WOULD RETURN TO THESE ACTIVITIES:



NOTE: Sample size: 3,265. Margin of Error: 2.37. Respondents: Gen Z and Millennials (16 – 35)

SOURCE: truepublic.com, April 2020

OPTIMISM AMONG AMERICANS OVER VACCINE PROGRESS: U.S.
JAN / FEB 2021

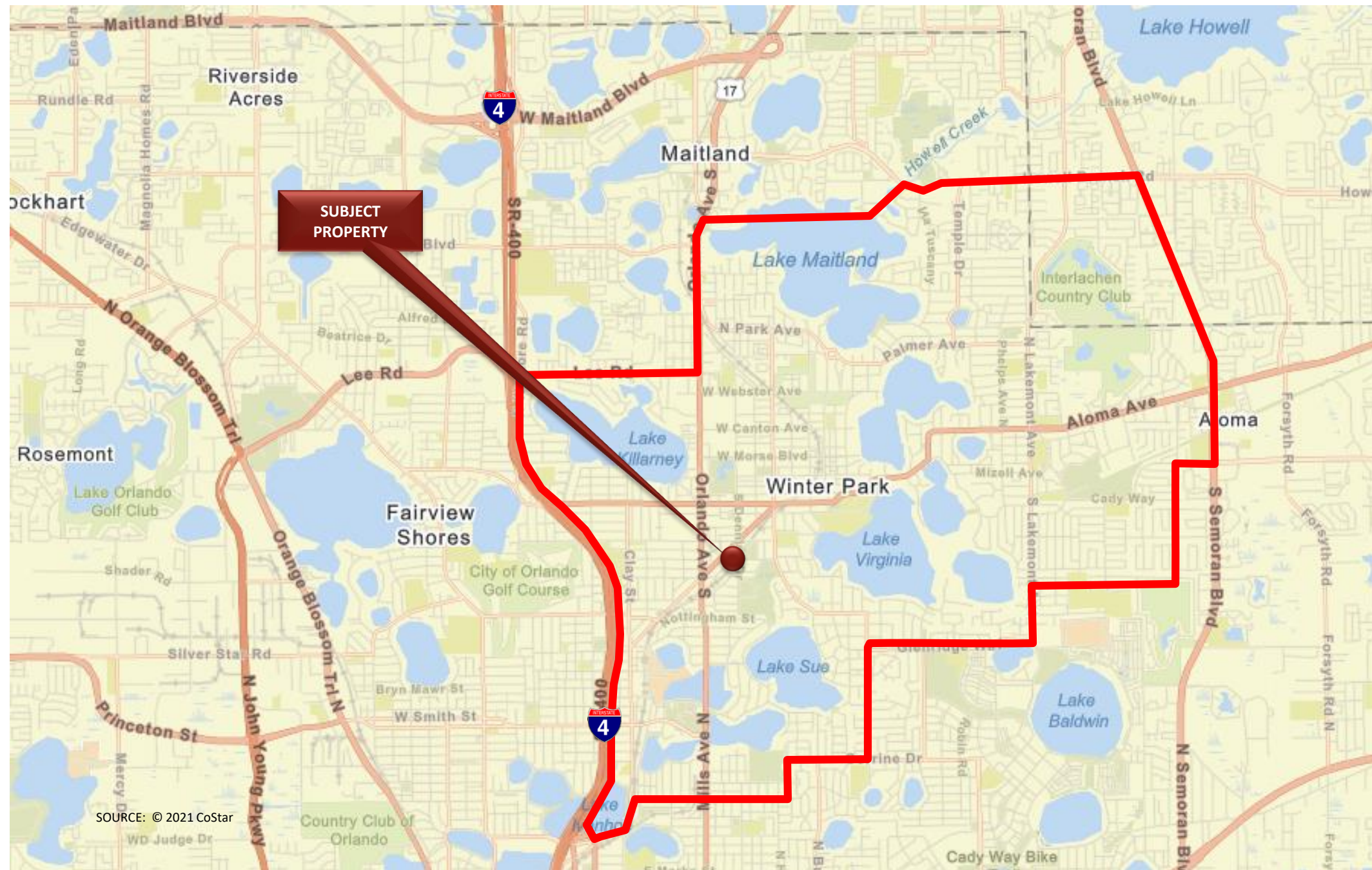


SOURCE: Morning Consult; © Statista 2021

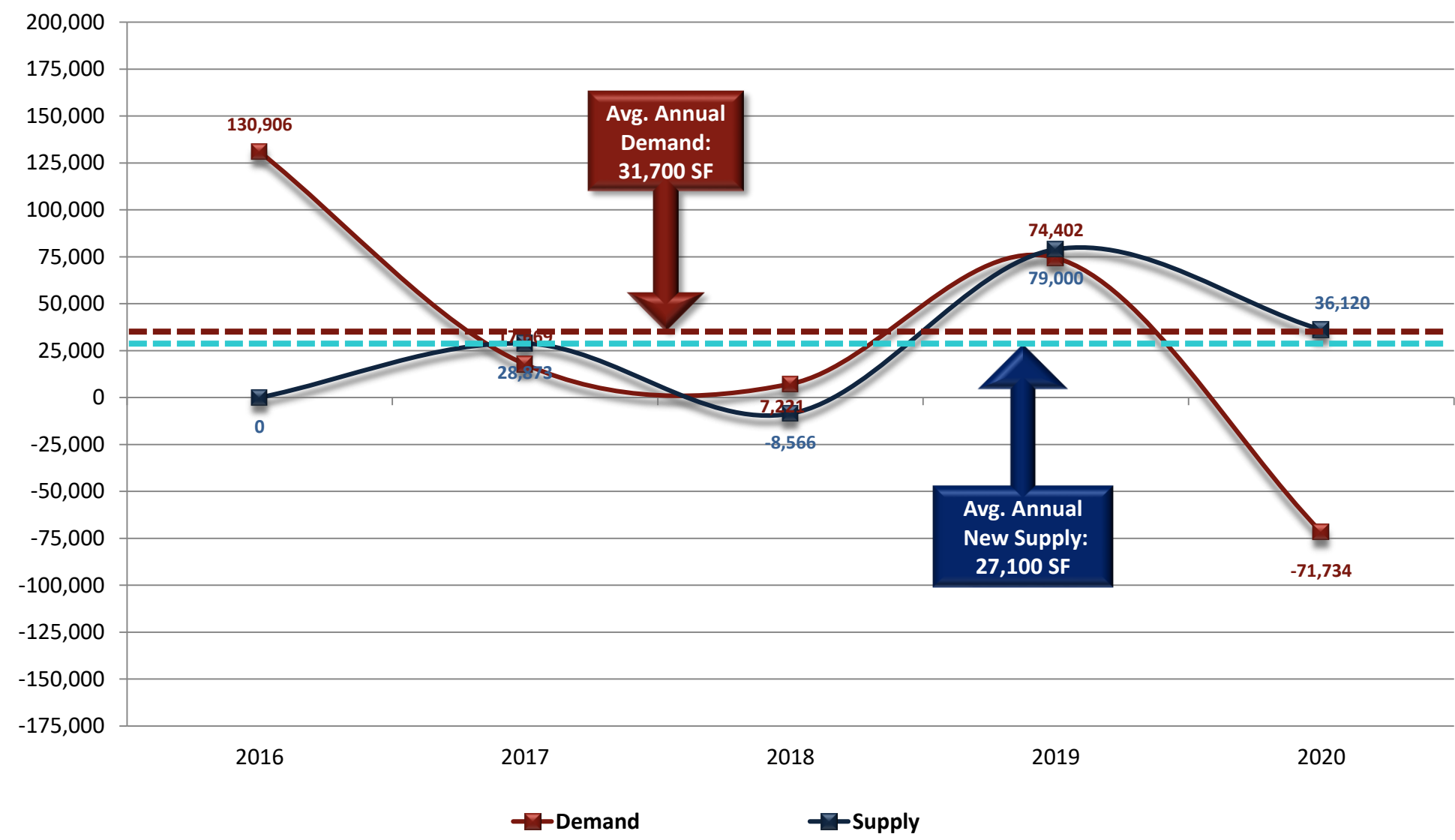
OFFICE TRENDS



WINTER PARK OFFICE SUBAREA MARKET MAP: 2020

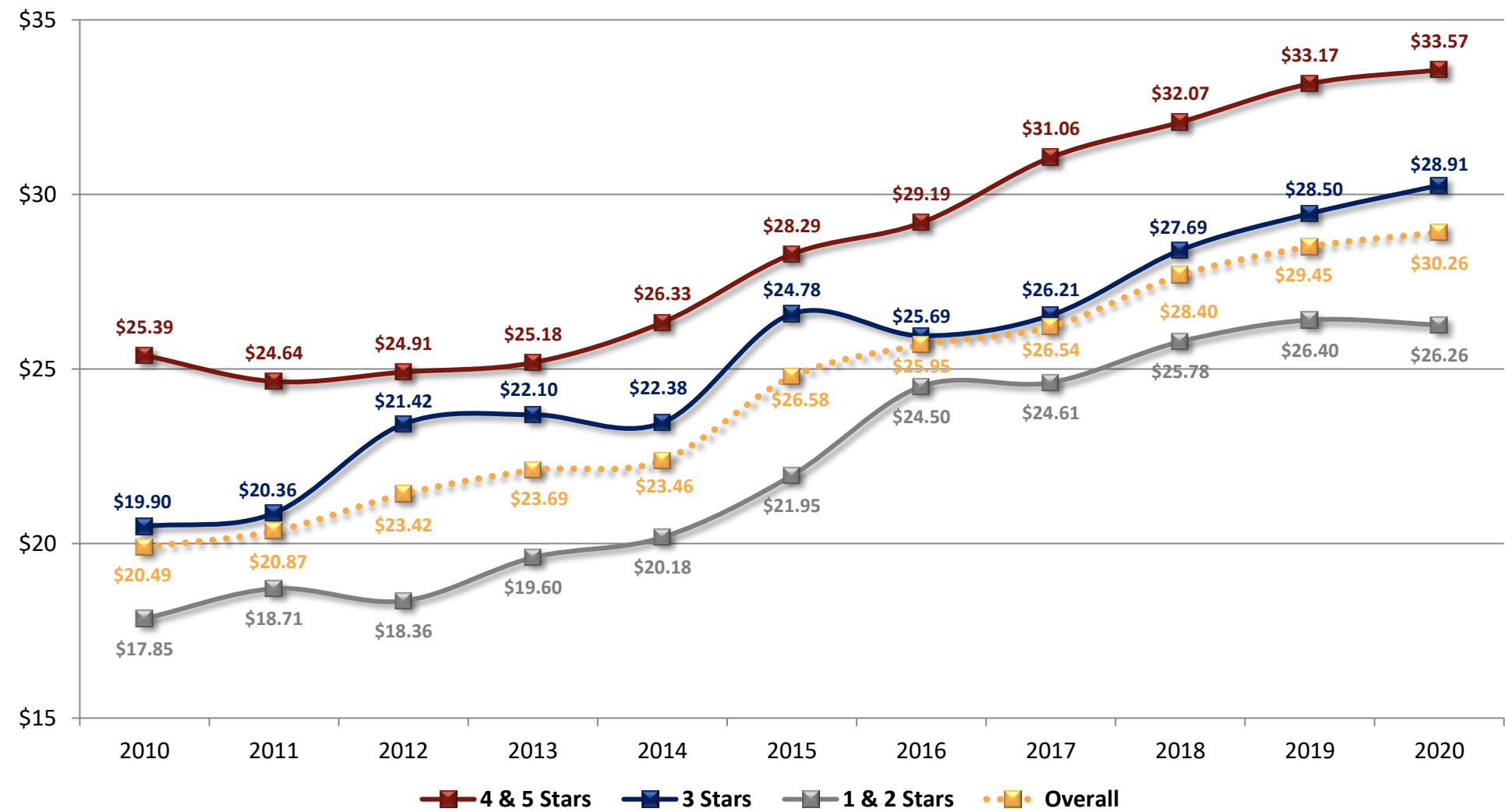


SUPPLY / DEMAND FOR OFFICE SPACE: WINTER PARK SUBAREA MARKET 2016 - 2020



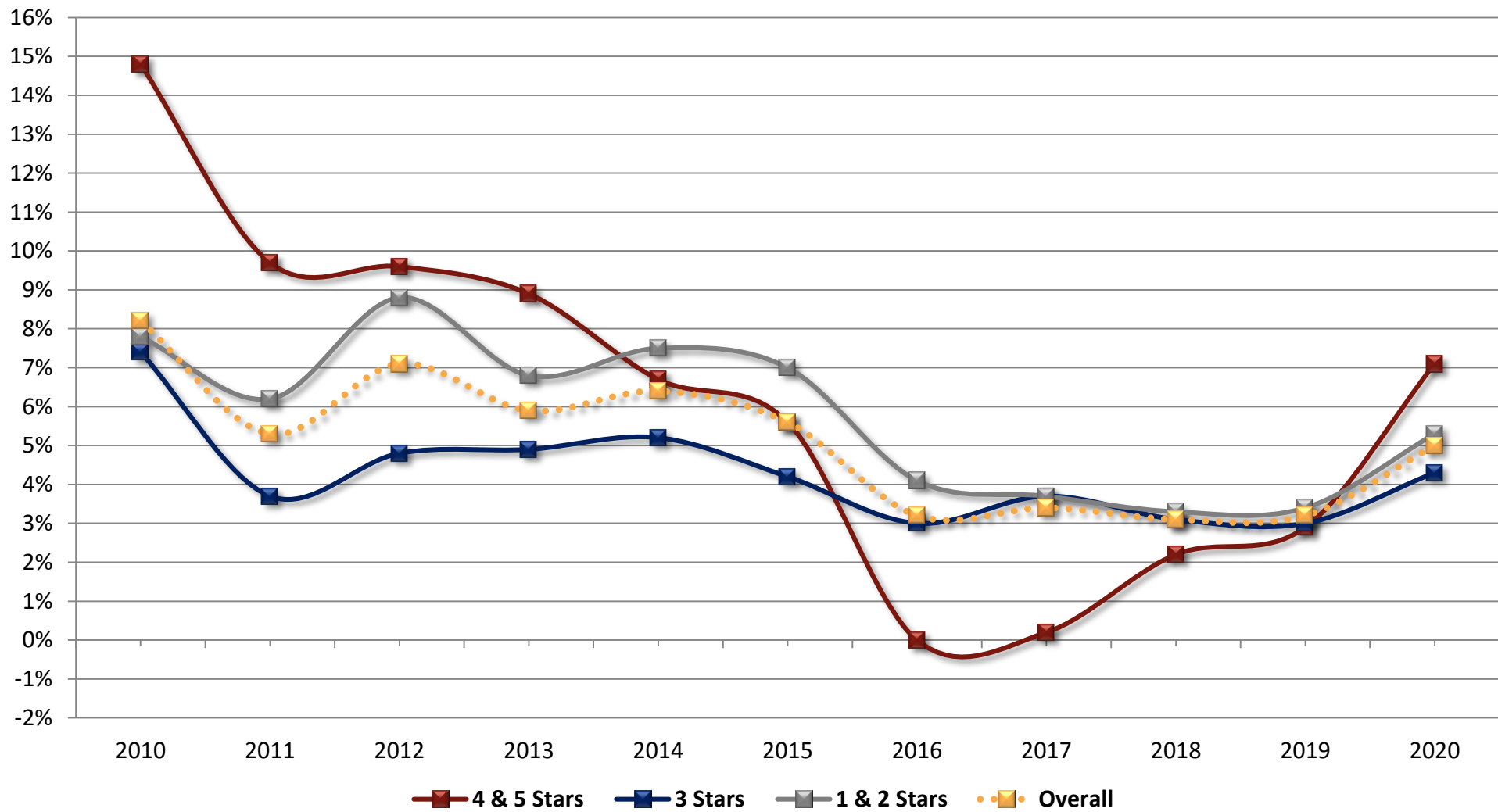
SOURCE: © 2021 CoStar

MARKET RENT FOR OFFICE SPACE BY RATING:
WINTER PARK SUBAREA MARKET
2010-2020



SOURCE: © 2021 CoStar

VACANCY RATE FOR OFFICE SPACE BY RATING:
WINTER PARK SUBAREA MARKET
2010-2020

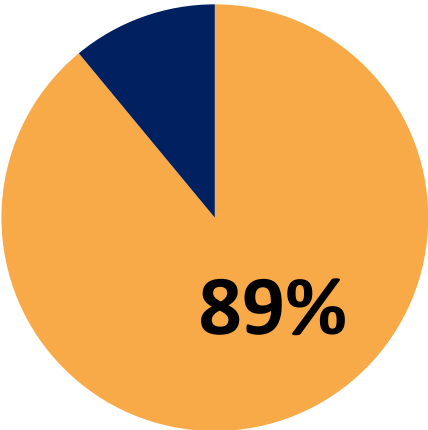


SOURCE: © 2021 CoStar

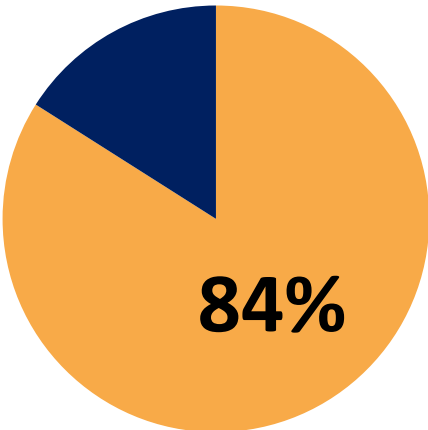
COWORKING TRENDS



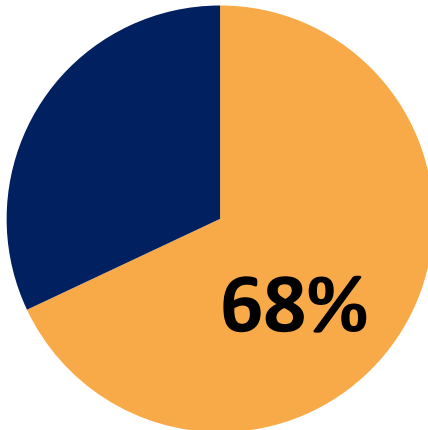
GLOBAL SURVEY: BENEFITS OF USING COWORKING SPACES



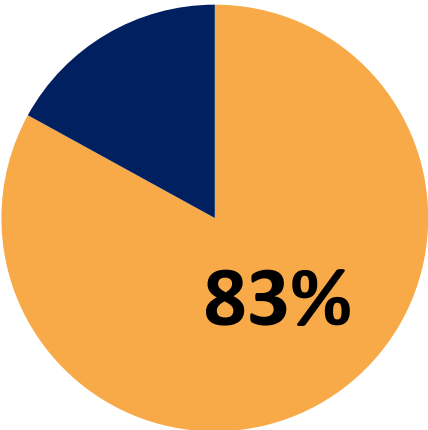
Conveyed higher degrees of happiness



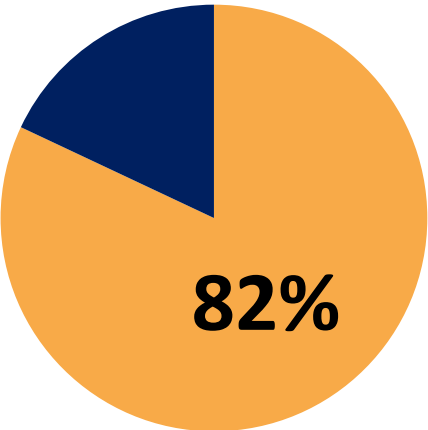
Reported increased engagement and motivation



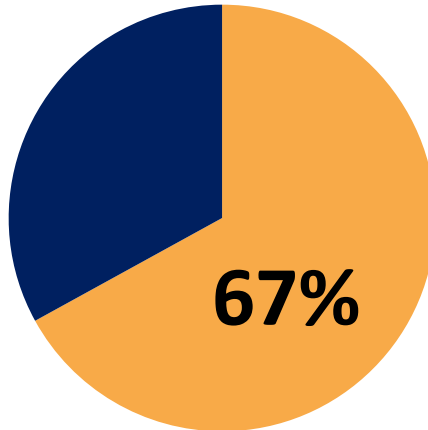
Designated improvements in their existing skill set



Noted a decrease sense of isolation



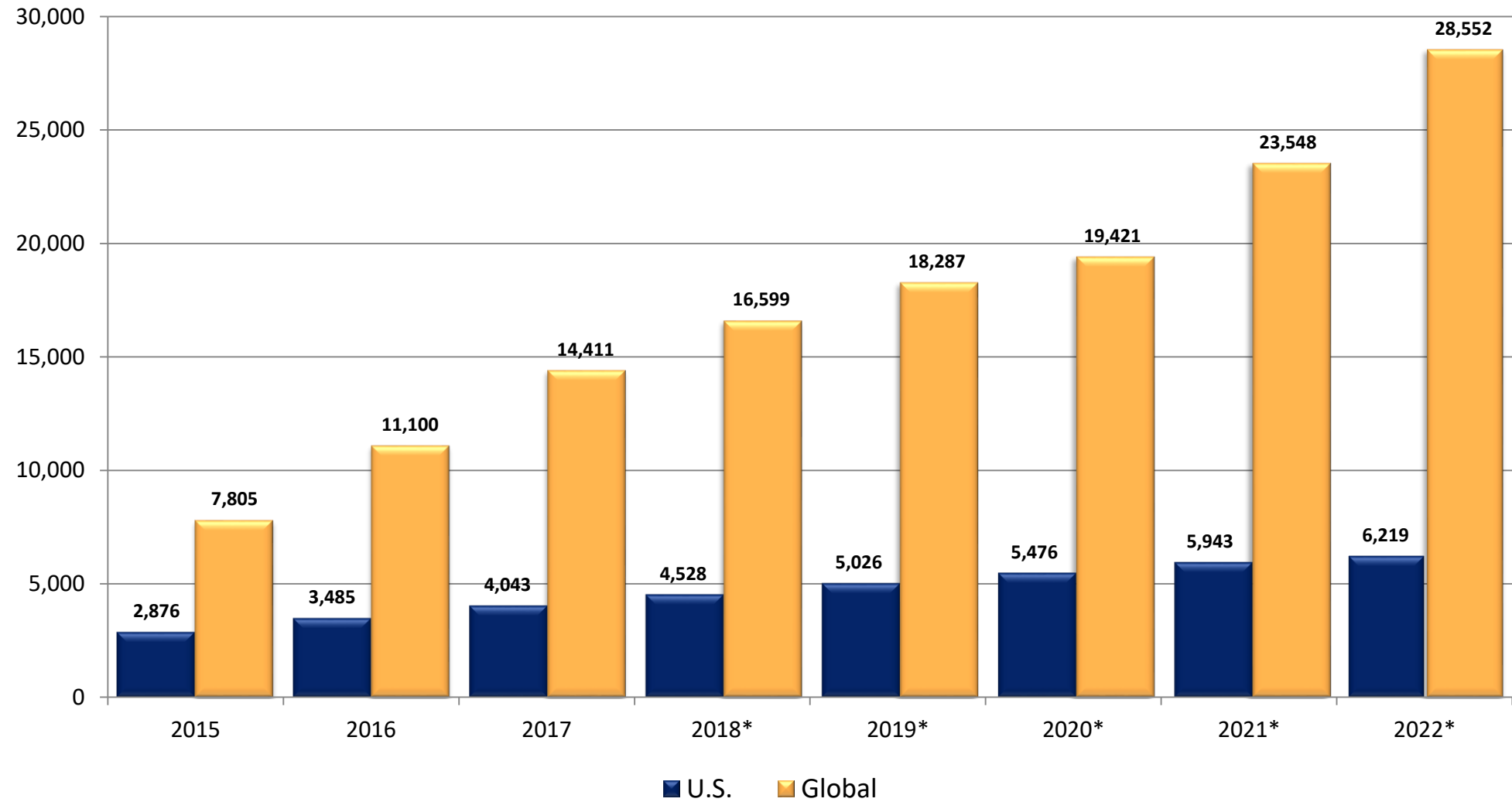
Cited an increase in the size of their business network



Stated improvements in their professional success

SOURCE: GCUC; Emergent Research

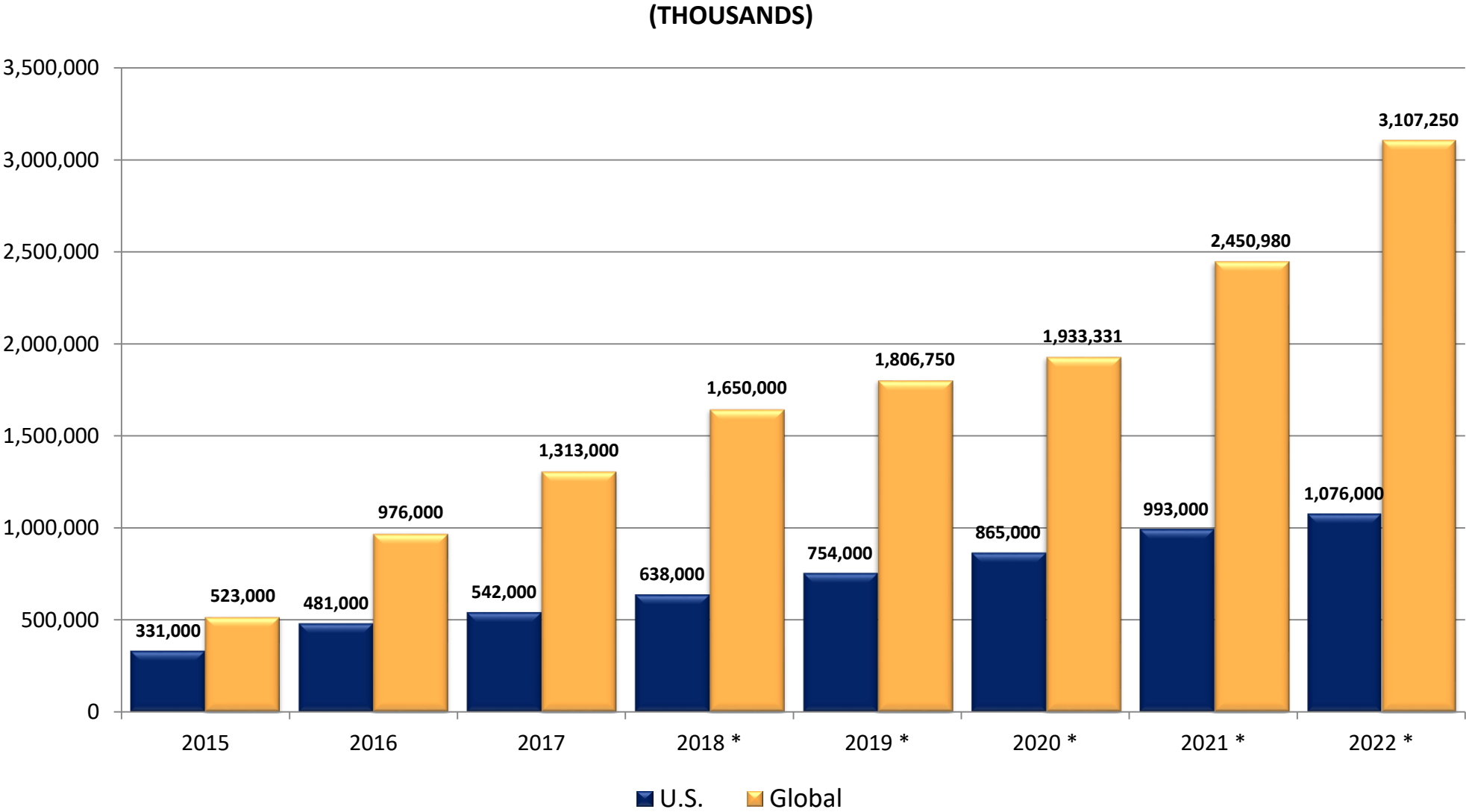
ESTIMATED NUMBER OF COWORKING SPACES: 2015 - 2022



SOURCE: Global Coworking Growth Study 2020; Coworking Resources; Coworker

(*) Estimates

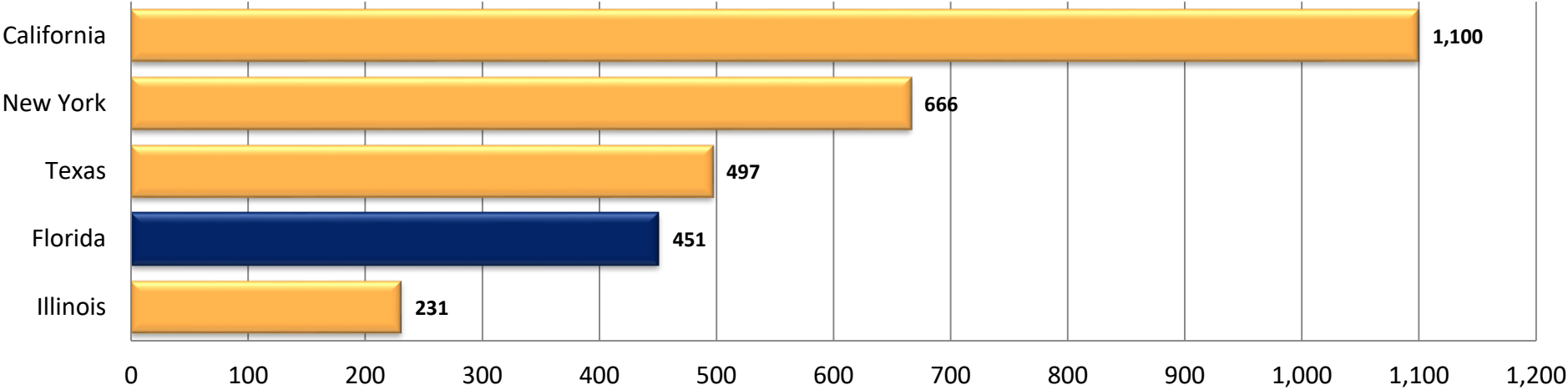
ESTIMATED NUMBER OF COWORKING MEMBERS: 2015 - 2022



SOURCE: Global Coworking Growth Study 2020; Coworking Resources; Coworker

(*) Estimates

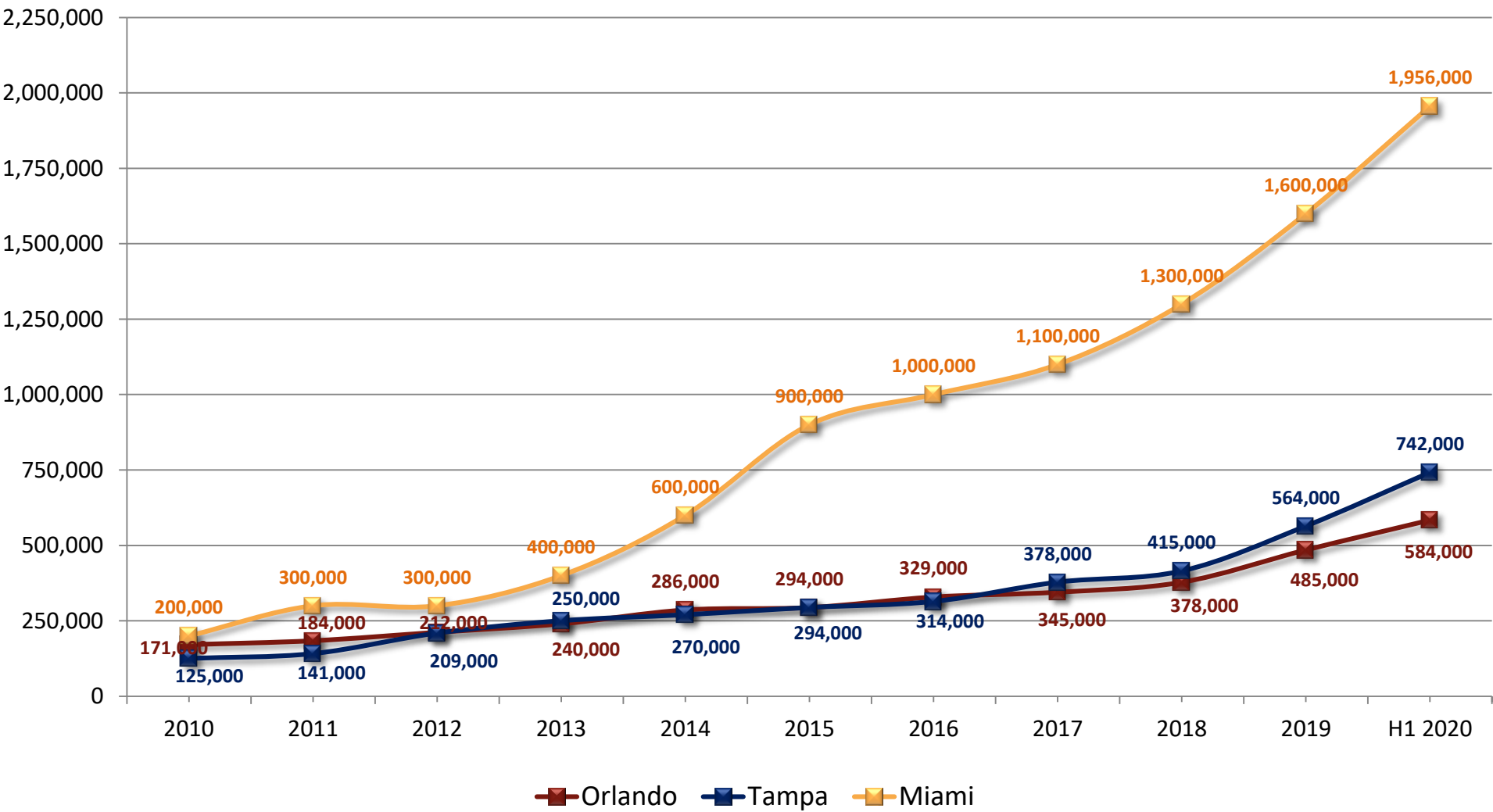
TOP FIVE STATES BY NUMBER OF COWORKING LOCATIONS: 2020



SOURCE: Instant Group; Flexible Workspace U.S. Market Summary 2019, © Statista 2021

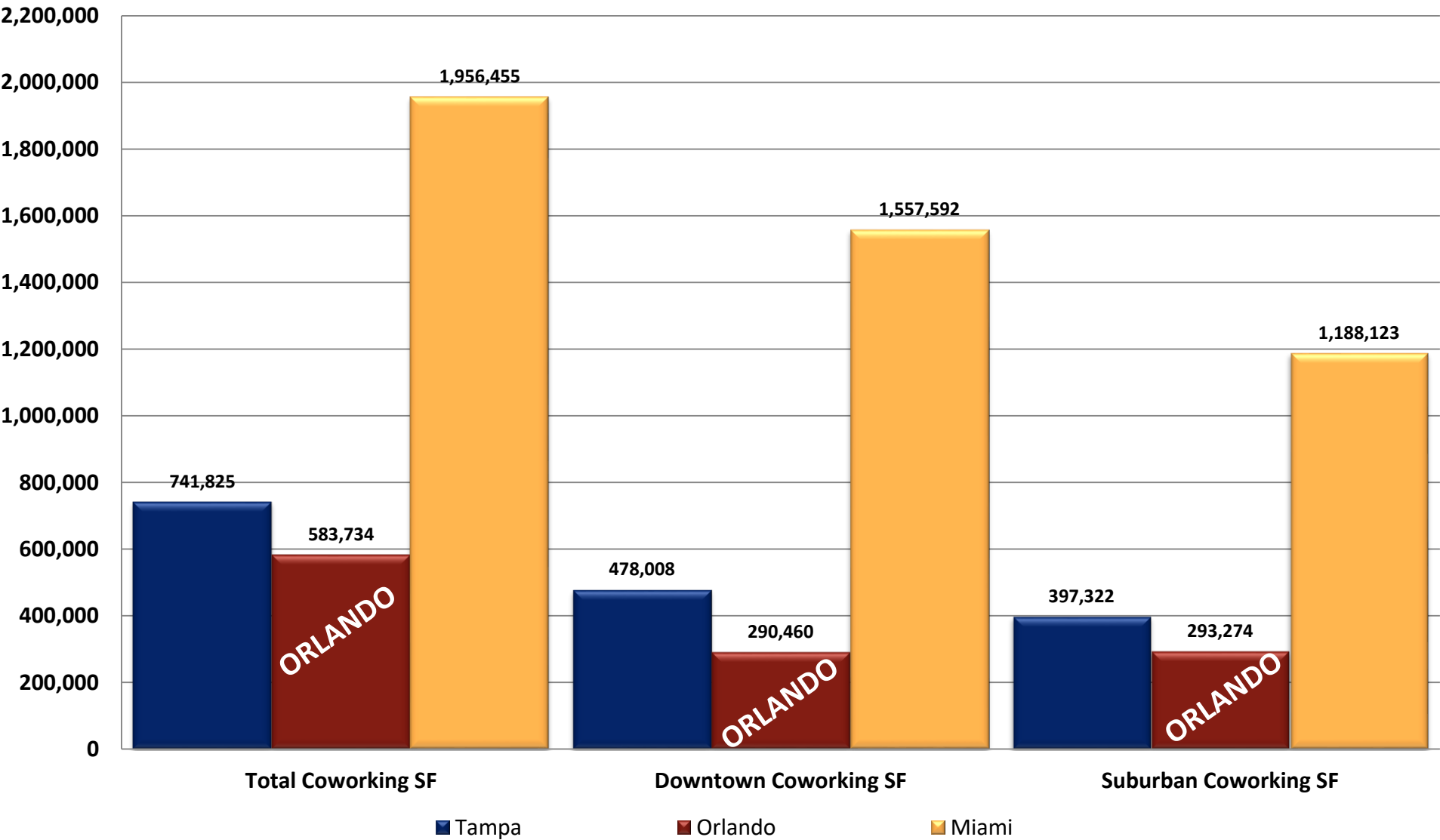


COWORKING SQUARE FOOTAGE IN SELECTED FLORIDA MSAs: 2010-2020



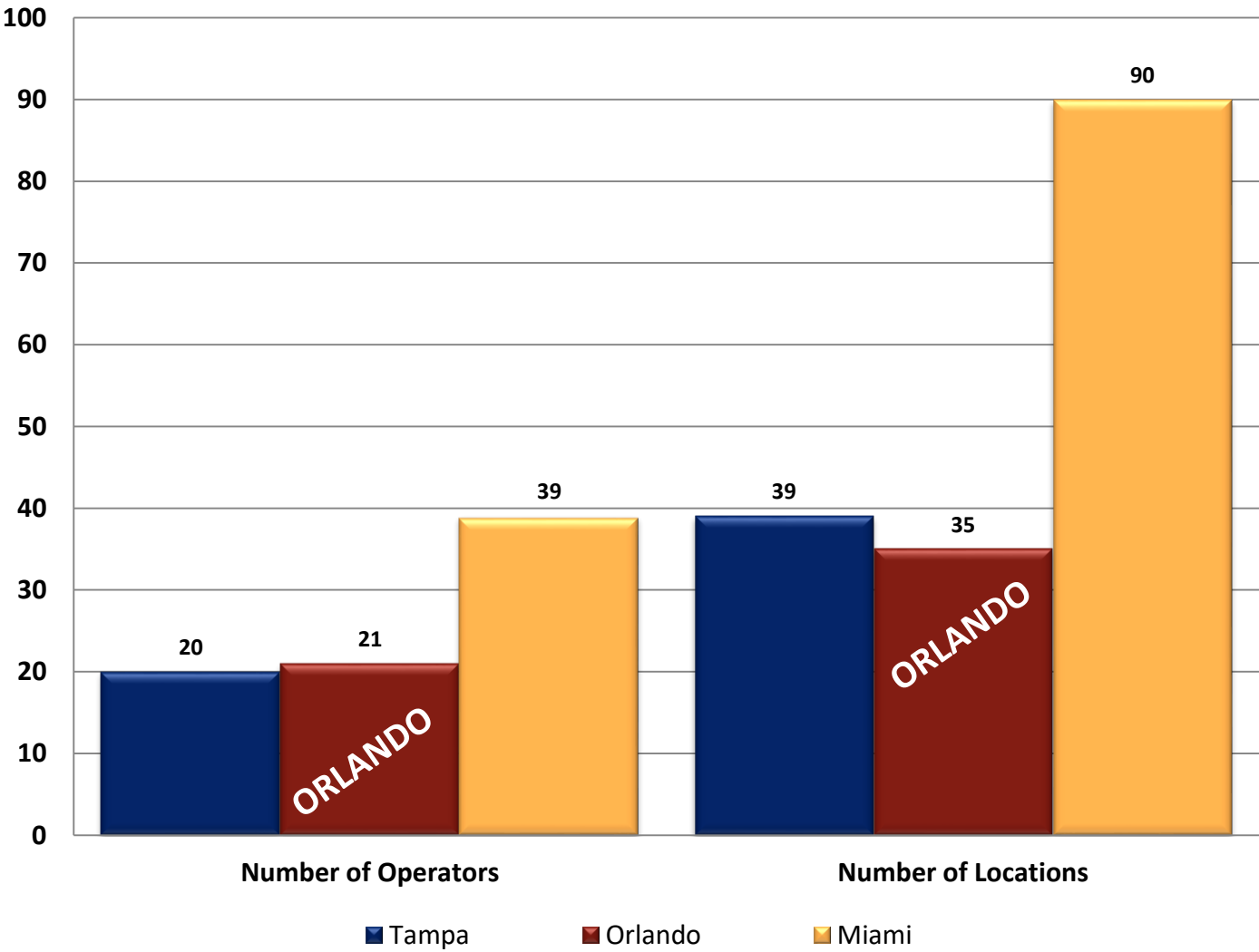
SOURCE: © CBRE (2019 / 2020)

COWORKING SQUARE FOOTAGE IN TOP FLORIDA MSAs: 2020 Q2



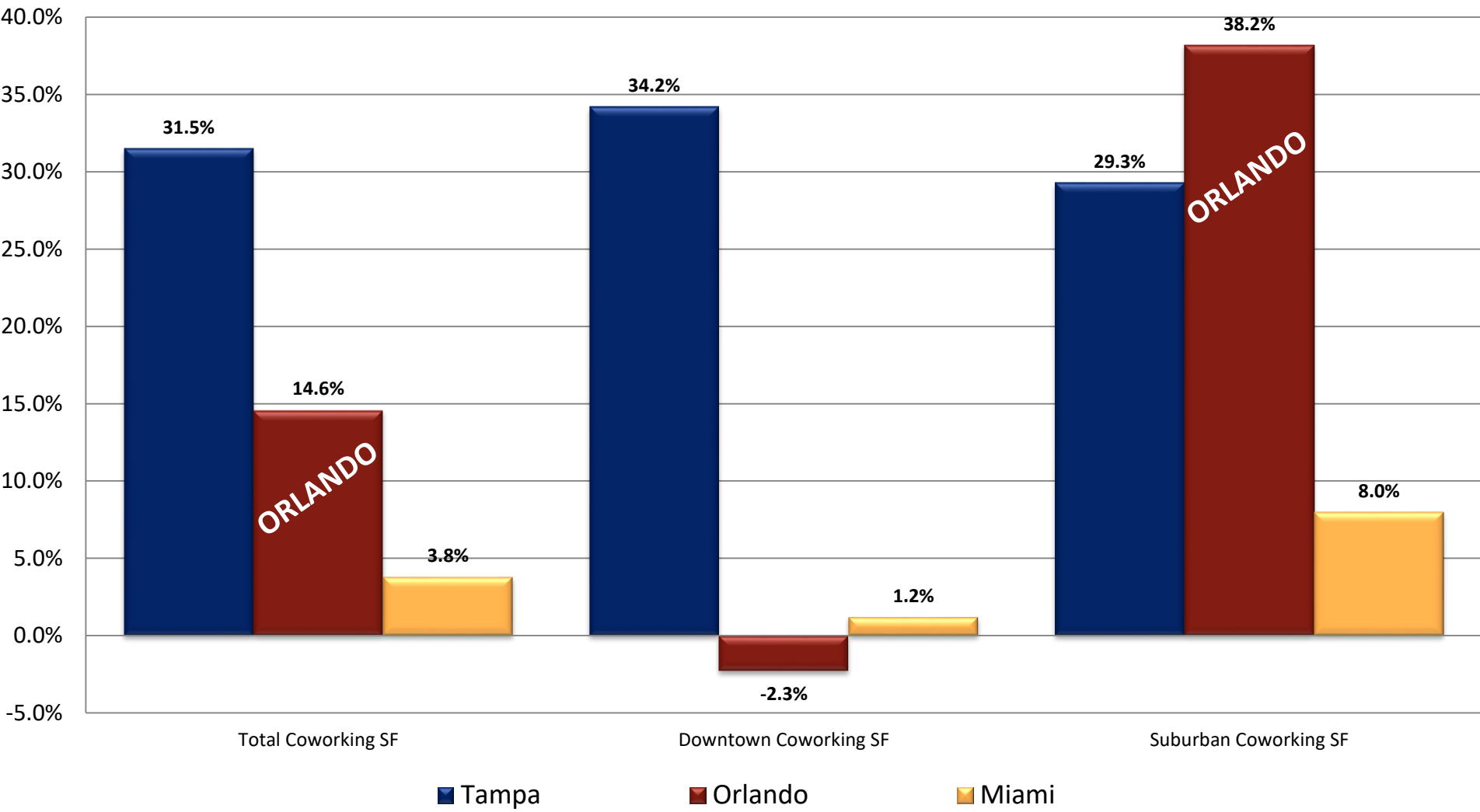
SOURCE: © CBRE (2020)

COWORKING OPERATORS / LOCATIONS IN TOP FLORIDA MSAs: 2020 Q2



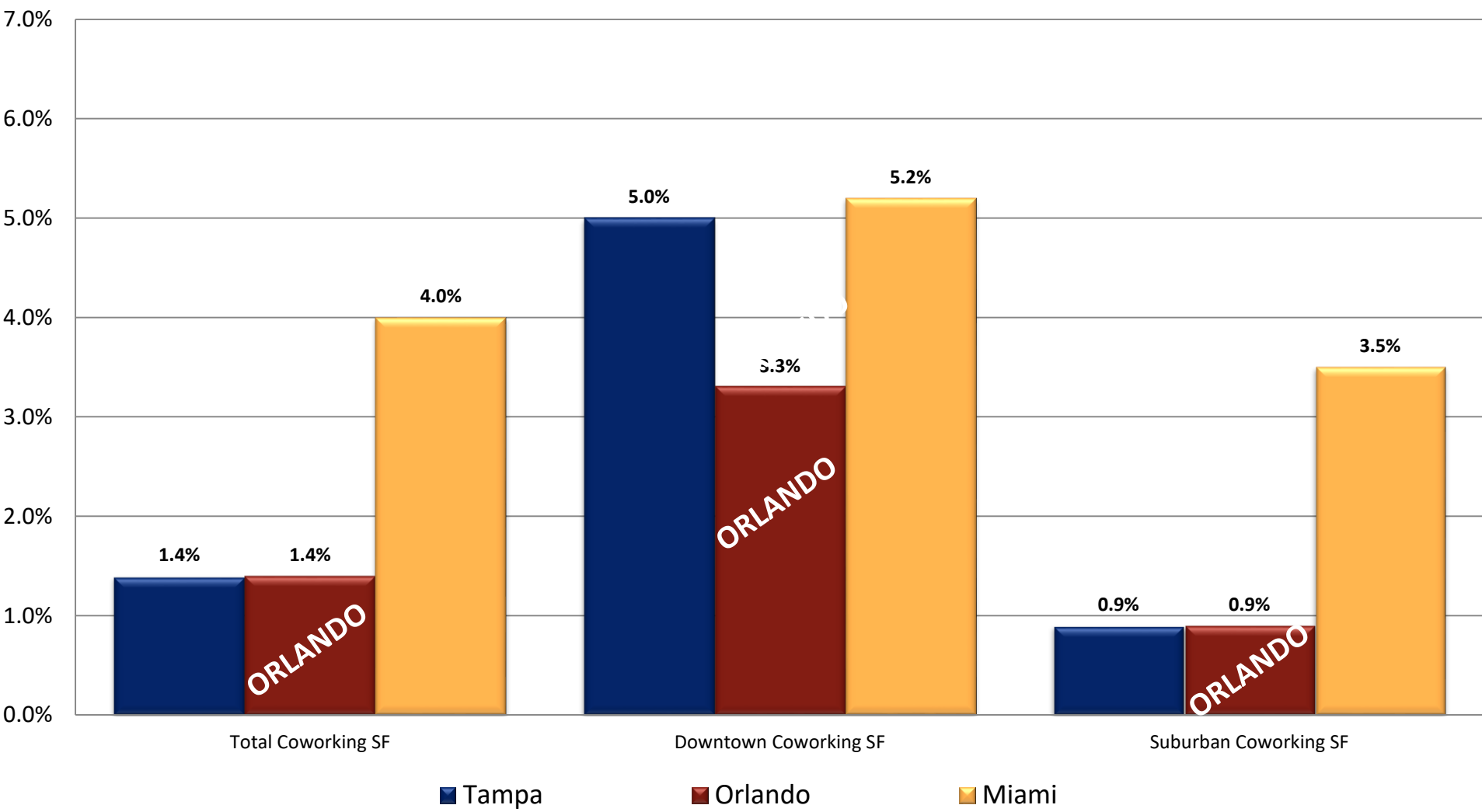
SOURCE: © CBRE (2020)

Y-O-Y GROWTH OF COWORKING SQ. FT. IN MAJOR FLORIDA MSAs:
2019 Q2 - 2020 Q2



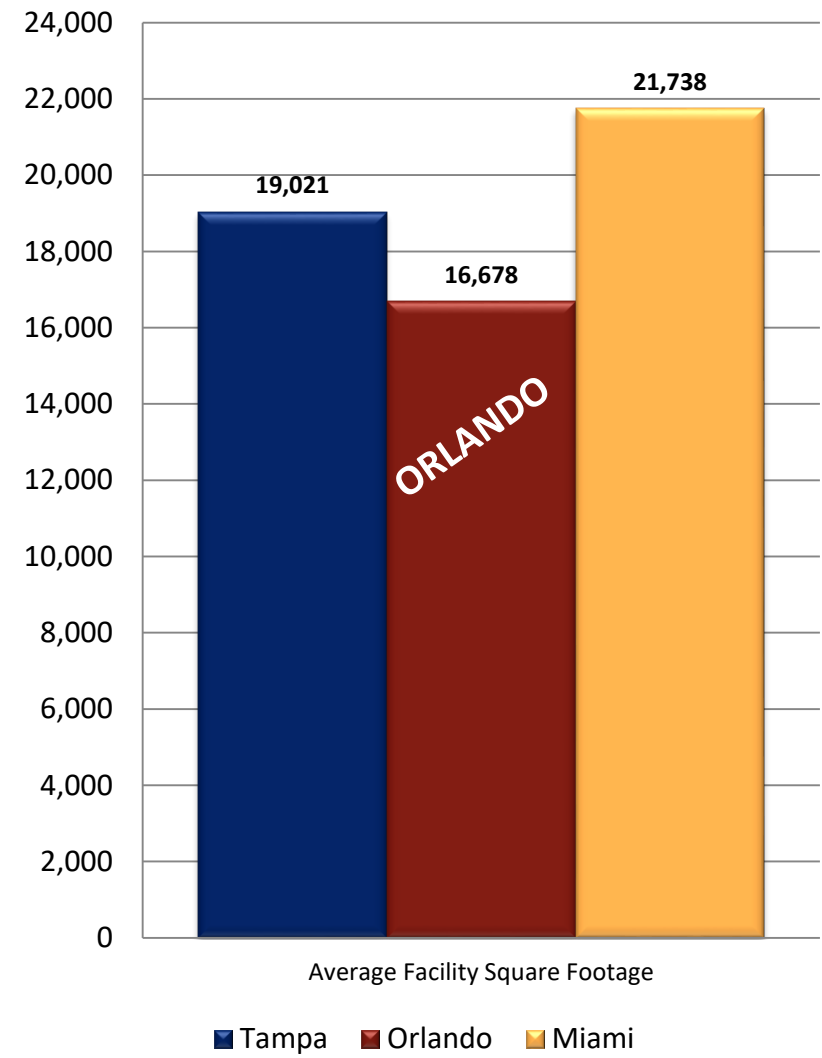
SOURCE: © CBRE (2020)

COWORKING PERCENT OF TOTAL OFFICE SPACE IN SELECTED FLORIDA MSAs: 2020 Q2



SOURCE: © CBRE (2020)

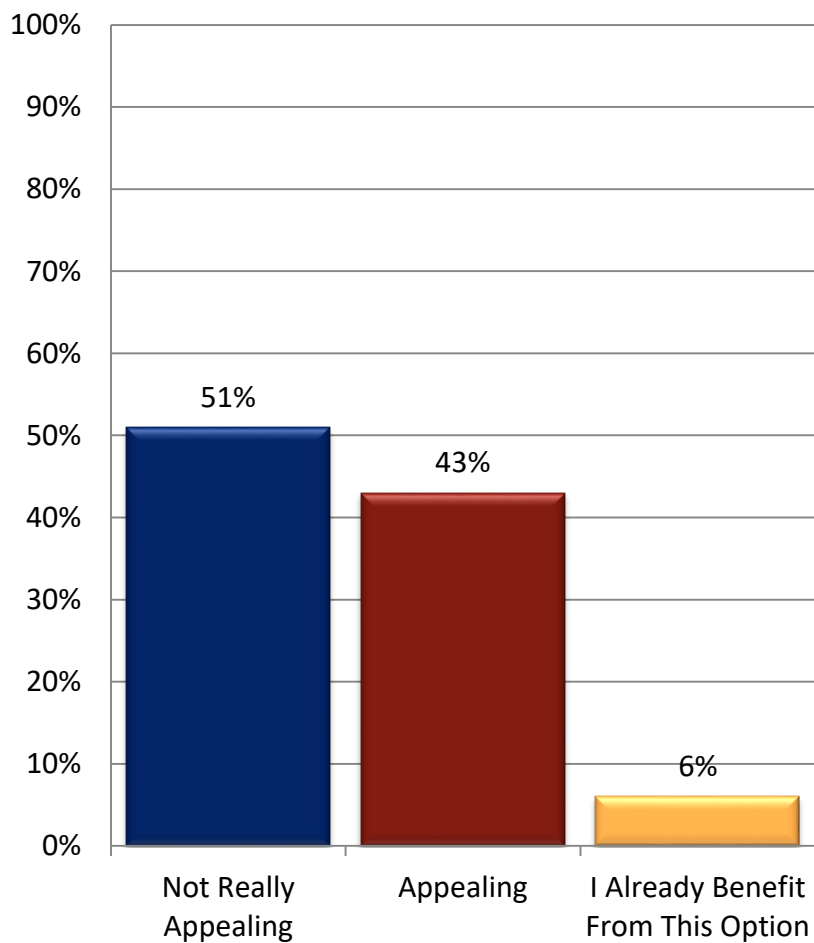
AVERAGE COWORKING SPACE SIZE IN MAJOR FLORIDA MSAs: 2020 Q2



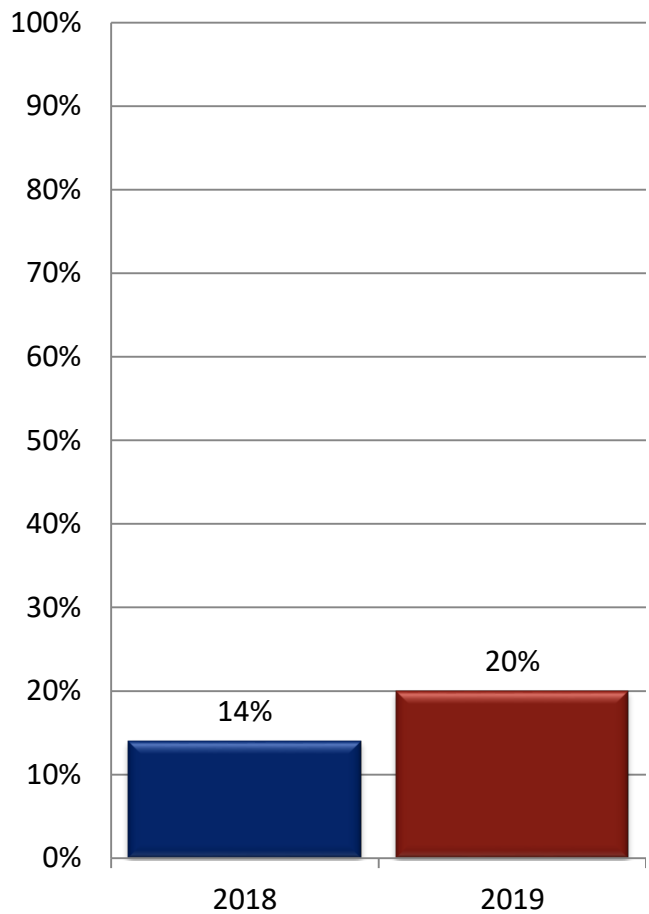
SOURCE: © CBRE (2020)

CORPORATE EMPLOYEE EXPECTATIONS & USE OF COWORKING SPACE: 2020

Corporate survey respondents preferences for access to coworking facility close to my house at least 1 day per week



Workplace survey indicating percentage of corporate employees using coworking space at least 1 day per week

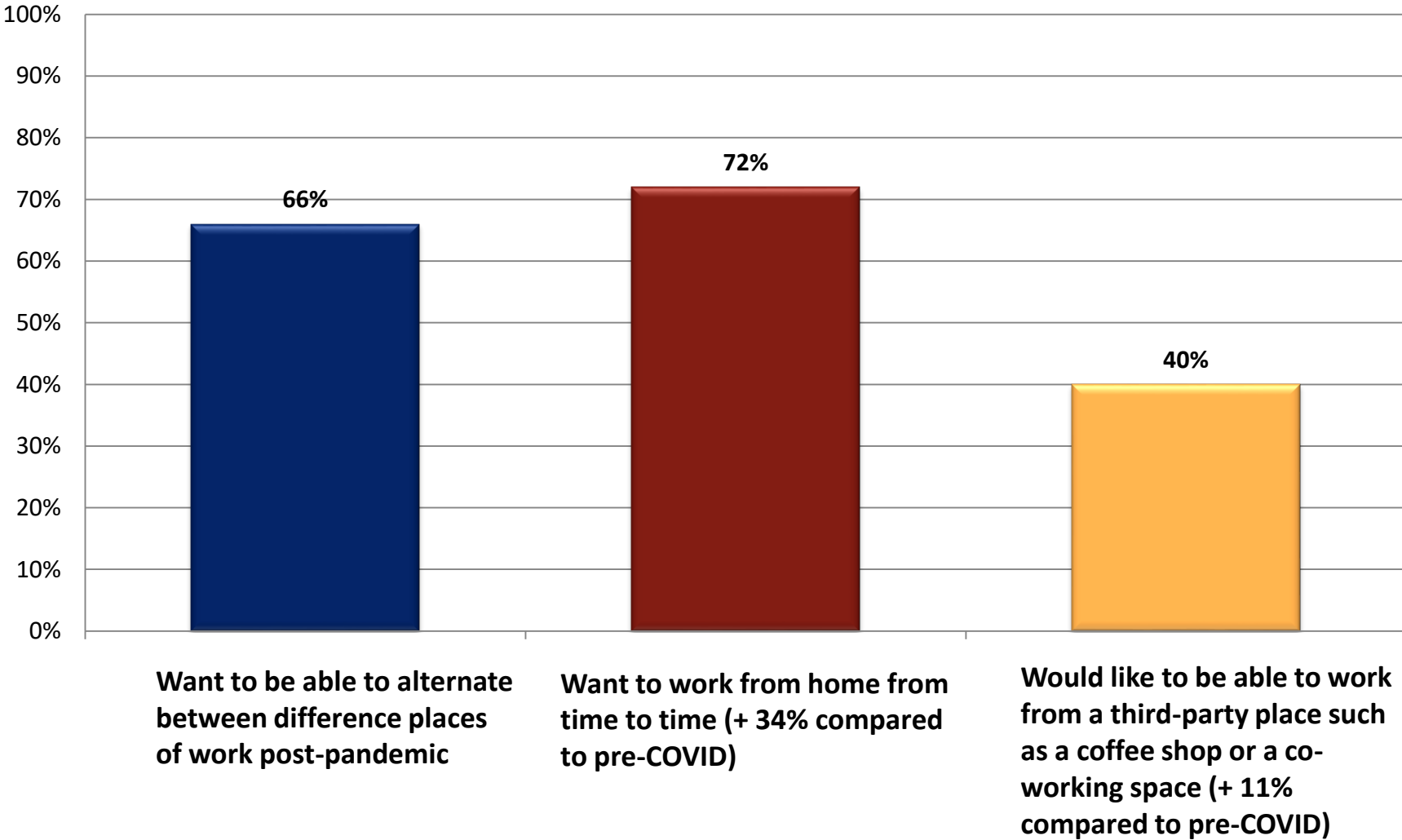


SOURCE: © JLL

SOURCE: © Cushman & Wakefield (2020)

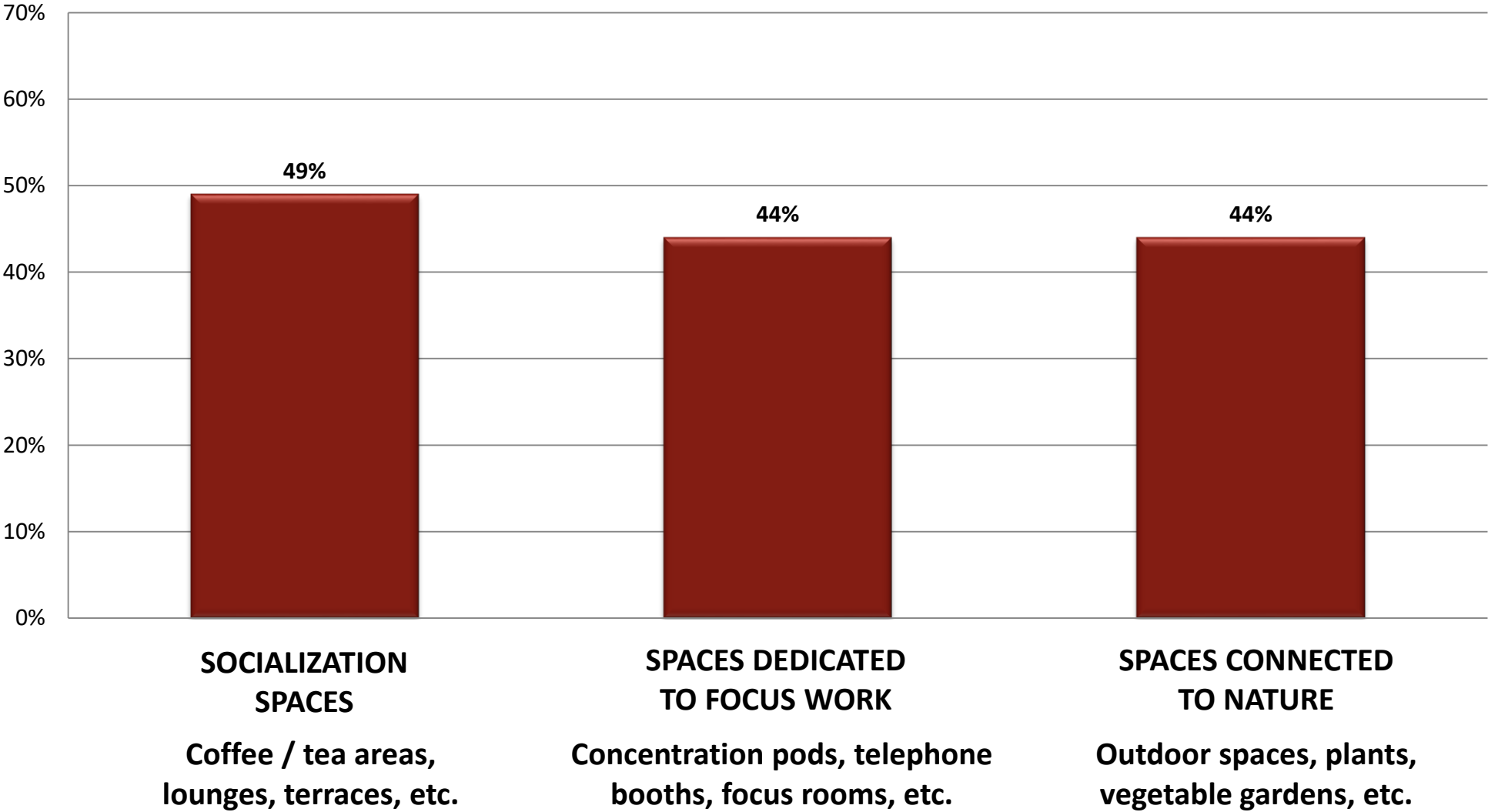


GLOBAL OFFICE EMPLOYEE SURVEY OF PREFERENCES FOR NEW WORKING PATTERNS: 2021



SOURCE: © JLL, Shaping Human Experience, 2021

TOP SPACES TO BOOST THE EMPLOYEE EXPERIENCE IN THE OFFICE:
2020

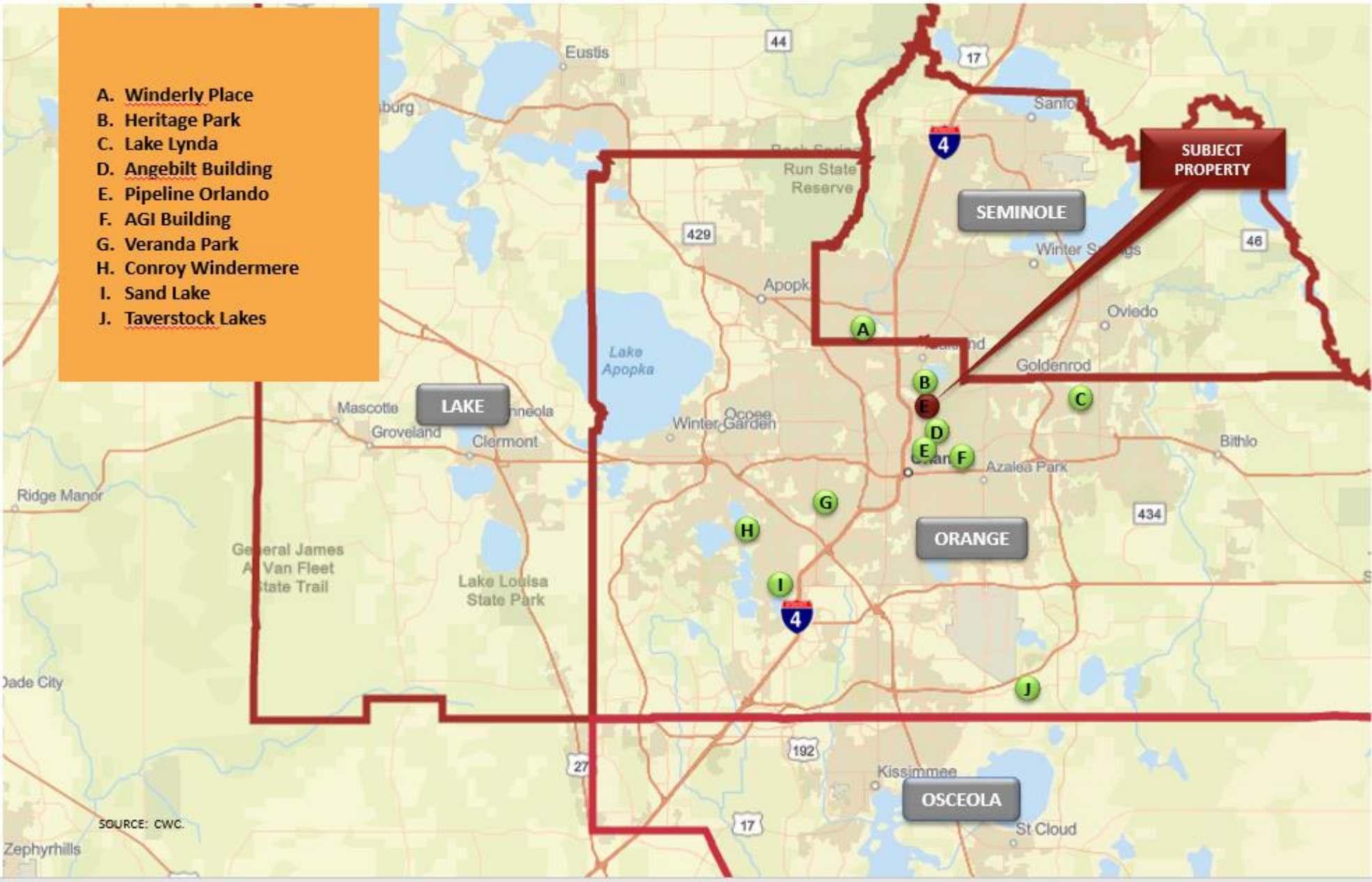


SOURCE: © Jones Lang Lasalle IP, INC. 2020

COWORKING COMPETITIVE ENVIRONMENT

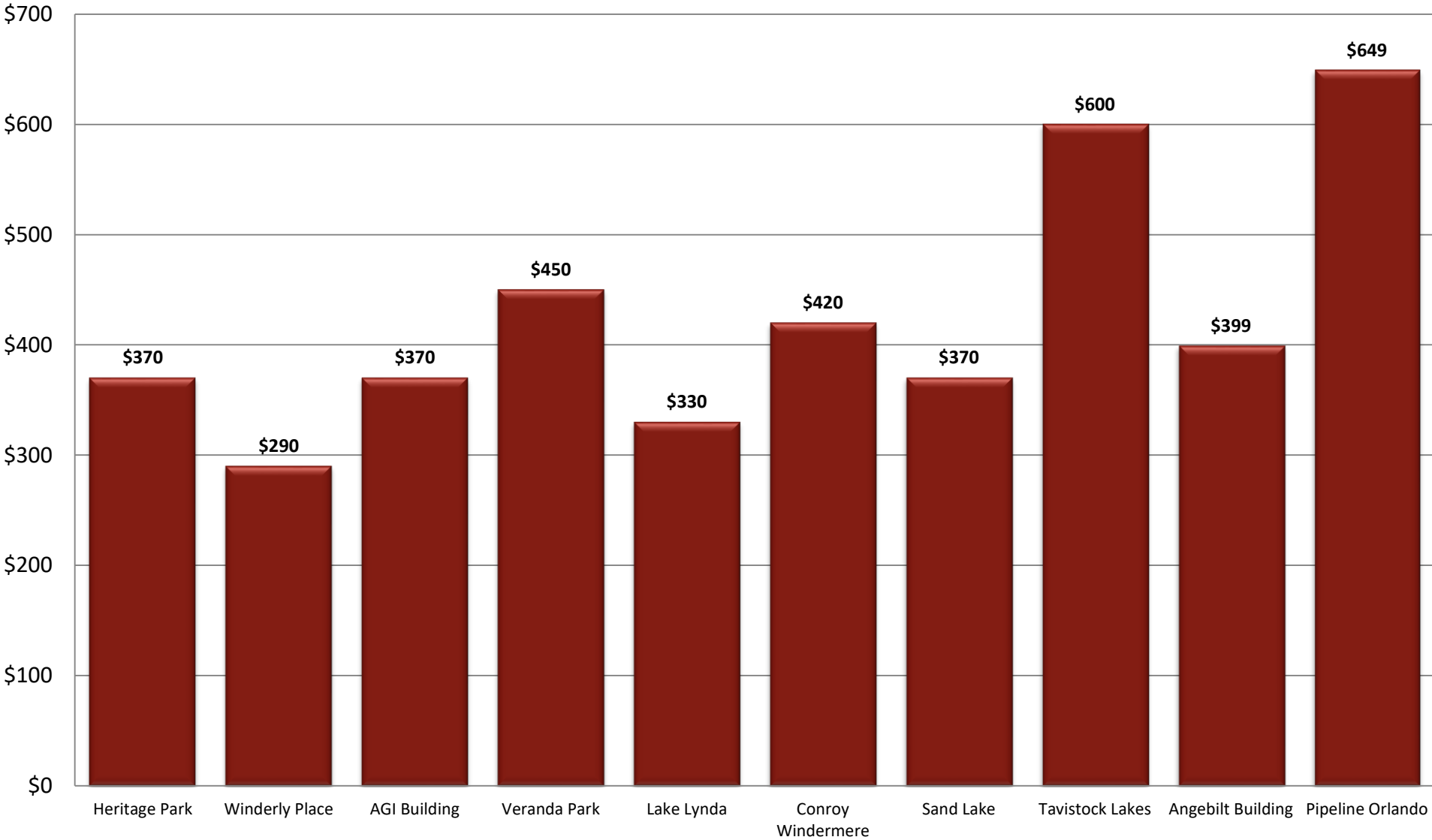


SELECTED COWORKING PROPERTIES: METRO AREA



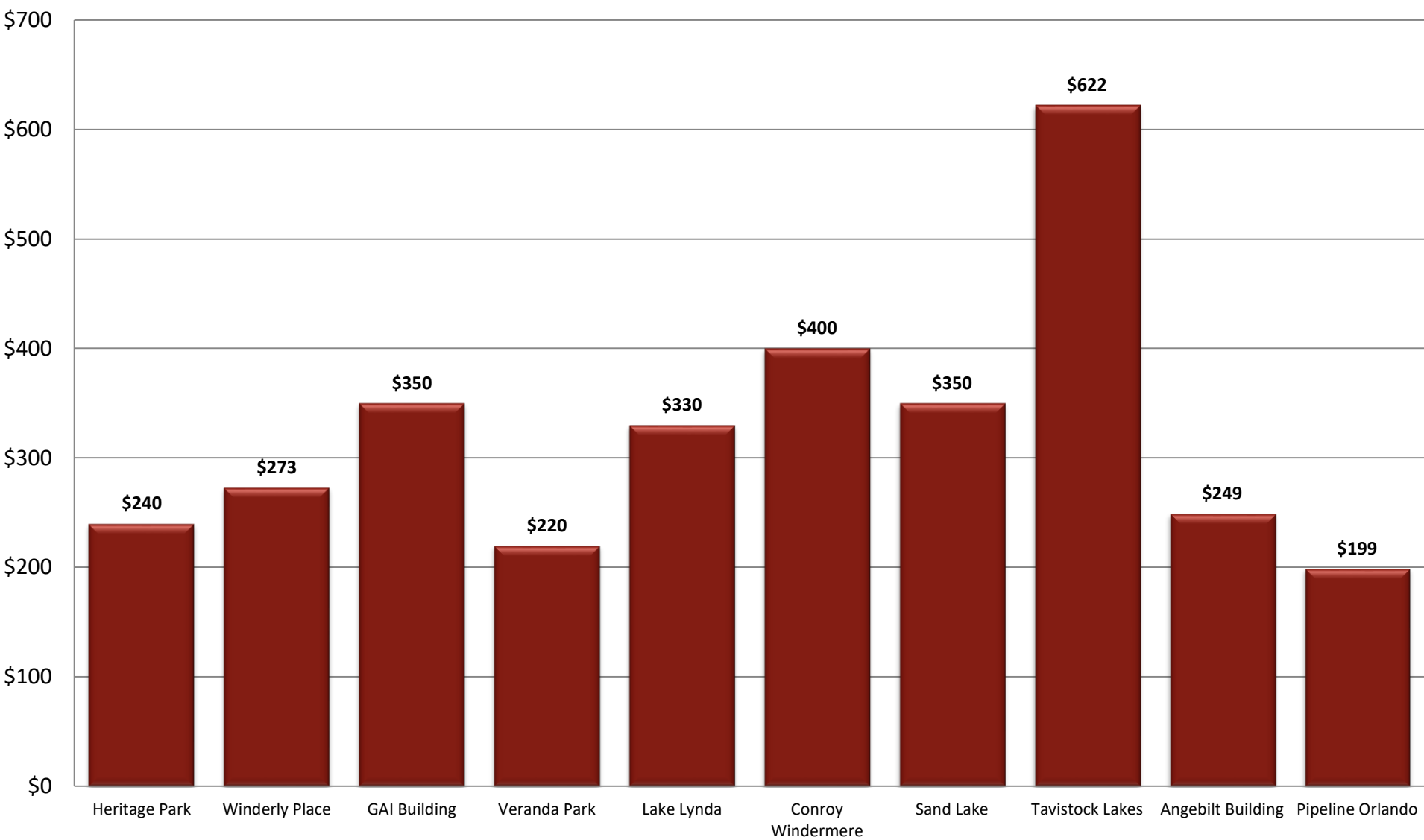
SOURCE: CWC.

SELECTIVE MONTHLY FEES PER PERSON FOR PRIVATE OFFICES
IN COWORKING SPACES-- ORLANDO MSA:
2021



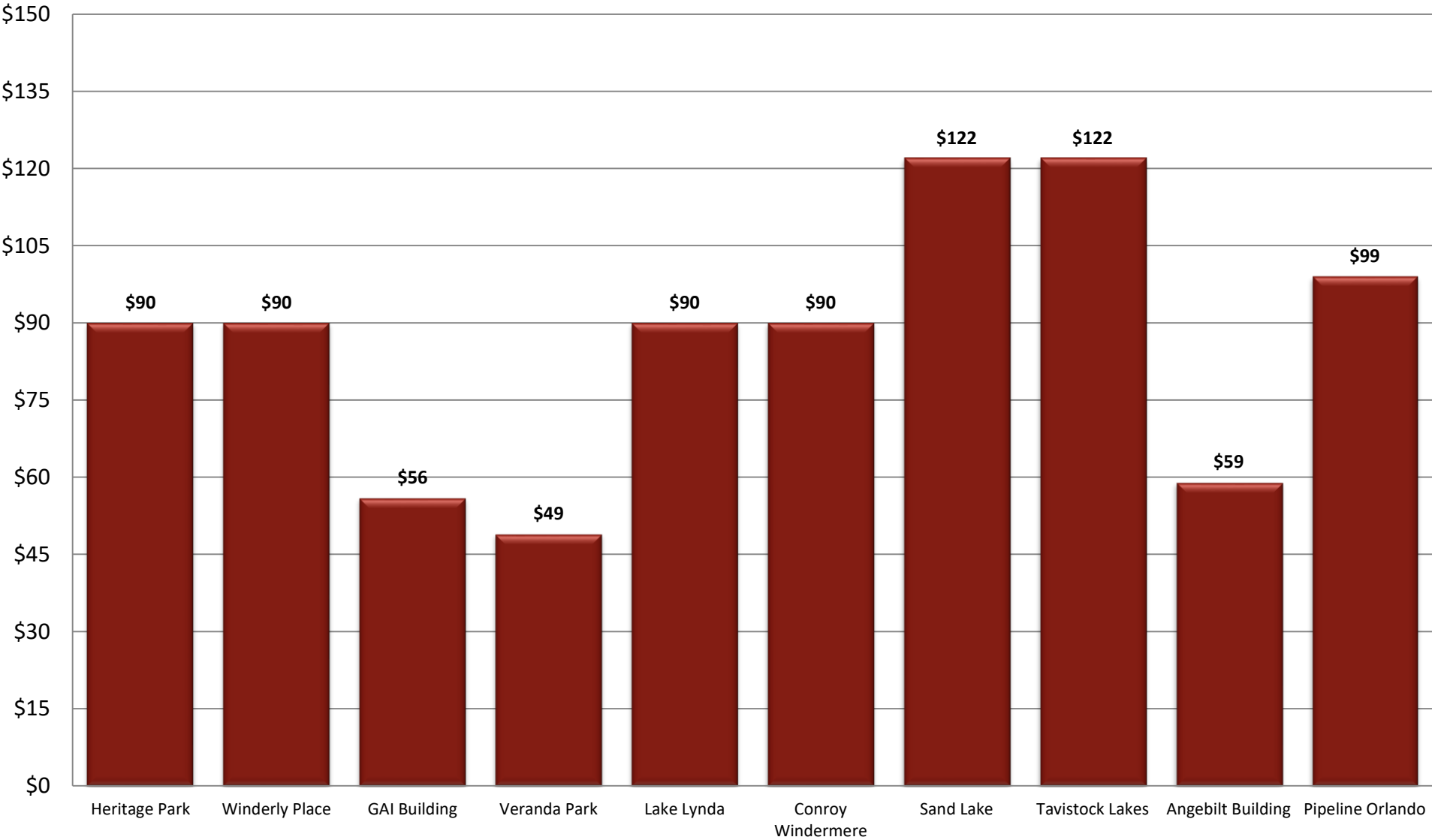
SOURCE: CWC

SELECTIVE MONTHLY FEES PER PERSON FOR ACCESS TO COWORKING DESKS – ORLANDO MSA: 2021



SOURCE: CWC

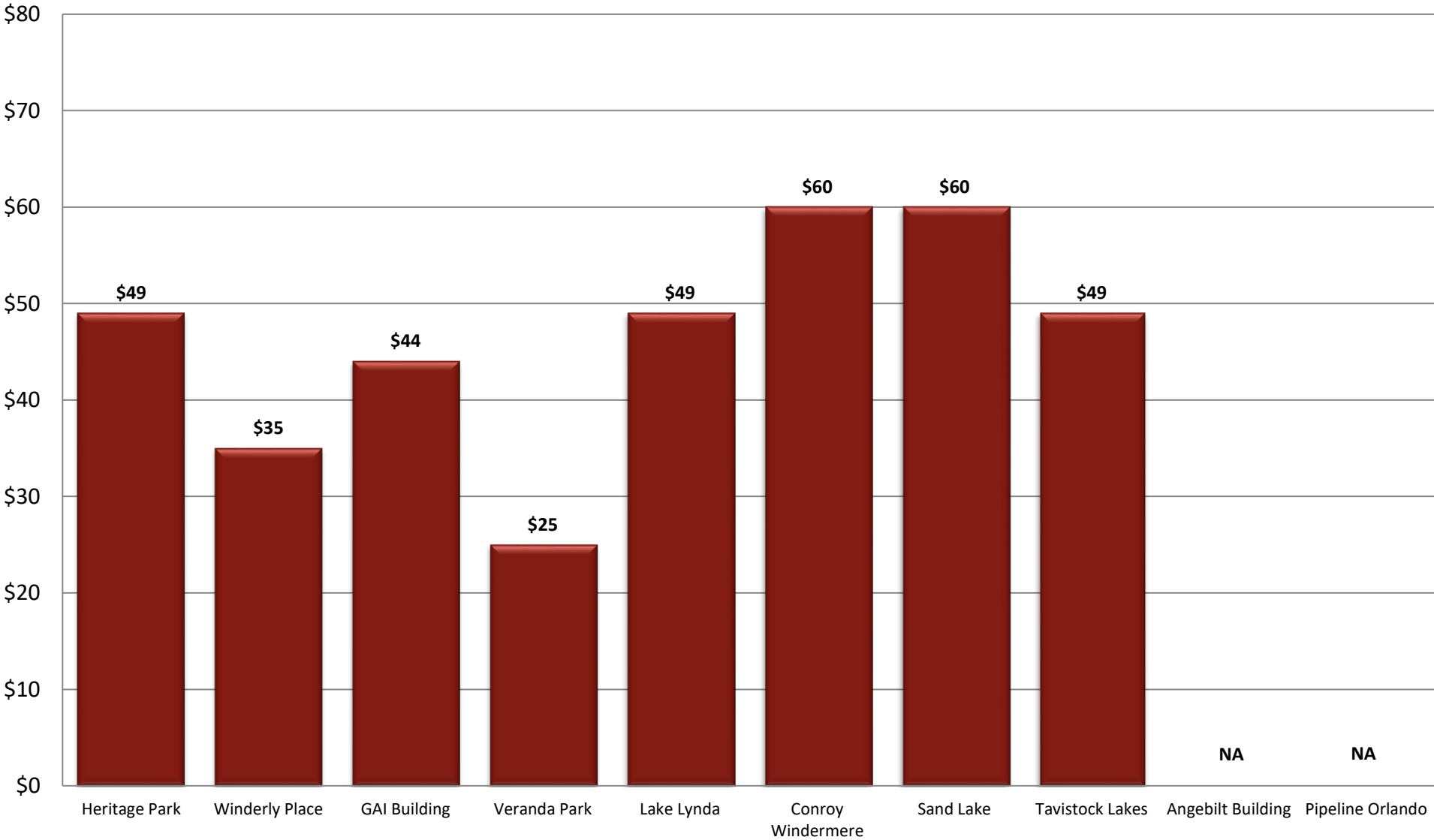
SELECTIVE MONTHLY FEES FOR VIRTUAL OFFICES PROVIDED
BY COWORKING SPACES – ORLANDO MSA:
2021



SOURCE: CWC



SELECTIVE HOURLY FEES FOR MEETING ROOMS
IN COWORKING SPACES – ORLANDO MSA:
2021



SOURCE: CWC

ROOFTOP BAR & GRILL





September 9, 2015

Ms. Dori Stone, Director
City of Winter Park
401 Park Avenue South
Winter Park, FL 32789

Re: An appraisal report of a 3.733 acre parcel of land currently improved with two older office buildings that have no contributory value and which will be razed to make way for new development located on the southwest side of North Orange Avenue, the west side of South Denning Drive, both sides of Palmetto Avenue and the northeast side of Cypress Avenue in the city of Winter Park in Orange County, Florida 32789.

Meridian File No: 15-PIN

Dear Ms. Stone:

This appraisal report is intended to set forth our valuation conclusion pertaining to a 3.733 acre parcel of land currently improved with two older office buildings that have no contributory value and which will be razed to make way for new development located on the southwest side of North Orange Avenue, the west side of South Denning Drive, both sides of Palmetto Avenue and the northeast side of Cypress Avenue in the city of Winter Park in Orange County, Florida. The site address consists of 1150 North Orange Avenue, Winter Park, Florida 32789.

The subject site contains 3.733 gross acres of land area (162,609 square feet) with 3.733 acres of usable land area (162,609 square feet). The subject site is improved with two older office buildings and site improvements supporting these buildings but these improvements have been vacant for a number of years and have reached the end of their economic and useful lives and contribute no value to the land area. There is also a small area on the subject site which has the presence of arsenic which will have to be remediated. The City of Winter Park is currently investigating the cost and method of remediation but the total cost is not yet known. The subject site has frontage along North Orange Avenue, South Denning Drive, Cypress Avenue and Palmetto Avenue. The site is accessible from three of the four roads (no access is available from North Orange Avenue) and access is considered good while exposure is considered very good. The subject site is level, at or slightly above road grade, mostly void of vegetation and is considered typical of the area. The subject property has access to public utilities. The site is zoned O-1, Office District, by City of Winter Park and the future land use designation is Office Professional, which allows a variety of office and professional uses. We have concluded that the highest and best use of the subject property, as if vacant, is for commercial development or a mixed use development of retail/office/multifamily, similar to the surrounding land uses.

The purpose of this appraisal is to estimate the "as is" fee simple market value of the 3.733 acre subject parcel as of the date of valuation considered to be September 3, 2015 our most recent date of inspection of the subject property. The date of this report is September 9, 2015.

The intended use of this appraisal is to provide the client the "as is" fee simple market value of the 3.733 acre subject parcel for internal decision making purposes concerning the asset. The intended user of this report is City of Winter Park, to the attention of Ms. Dori Stone, Director. No other use or users are intended.

The property is further described by both legal and narrative descriptions within the text of the following appraisal report. General Assumptions, Limiting Conditions and certain Extraordinary Assumptions concerning the valuation of the subject project can be found following this section of the report. This appraisal

1331 Sundial Point
Winter Springs, FL 32708
Tel 407.875.6933
Fax 407.875.1061

Ms. DORI STONE
SEPTEMBER 9, 2015
PAGE 2



report was prepared under Standards Rule 2-2(a) and performed under Standard 1 of the Uniform Standards of Professional Appraisal Practice (USPAP).

As a result of our investigations into those matters, which affect Market Value, and by virtue of our experience and training, we have formed the opinion that the "as is" fee simple market value of the 3.733 acre subject parcel as of the date of valuation, September 3, 2015, was:

"AS IS" FEE SIMPLE MARKET VALUE
FIVE MILLION SIX HUNDRED NINETY THOUSAND DOLLARS
(\$5,690,000) *

*** Please see Extraordinary Assumptions and Limiting Conditions.**

The following report was prepared in conformity with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute. As such, it conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) that became effective January 1, 2014. This report meets or exceeds the guidelines of Federal, Financial Institutions Reform, Recovery and Enforcement Act of 1989 (Title XI of FIRREA) and subsequent updates, as amended, as issued by the Office of the Comptroller of Currency and the reporting requirements of City of Winter Park.

This letter of transmittal precedes the appraisal report, further describing the subject property and containing the reasoning and pertinent data leading to the final value estimates.

Respectfully submitted,
Meridian Appraisal Group, Inc.

Angela L. Brown, MAI, Vice President
State-Certified General Real Estate Appraiser RZ 805

John H. Preston IV, Vice President
State-Certified General Real Estate Appraiser RZ 1256



Transforming City-owned Progress Point Land into a New City Park & Community Destination

Public Input Community Survey



“Click here for more information on this community initiative and project”

Survey Context & Background

Recent Winter Park community visioning efforts and City Commission-led work sessions and directives have provided a general framework to create a new city park as a true destination for public uses on a portion of city-owned vacant property (former Progress Energy site) located at the intersection of Denning Drive and Orange Avenue. This transformation is envisioned to clearly express Winter Park's quality of life attributes and convey the values and specific features of this gateway location that are such a key part of Winter Park's unique natural environment and sense of place.

The City Commission has focused its discussions and directives on the importance of activating and integrating the new park (and surrounding properties) with small-scale buildings containing a village-style mix of uses, amenities and events for customers and surrounding neighborhoods. Decades of research has shown the best-used public park spaces act as a crossroads for food, street cafes, restaurants, community gatherings, eating outdoors, rooftop dining, small shops, and collaborative work spaces. This is critical to generating great social interaction amongst pedestrians, workers and residents who feel invited and welcome to a socially active environment.

Mobility and Green Infrastructure are key parts of the framework to provide new public parking and stormwater management in the least visible portions of the site to serve surrounding buildings and events. A key to the park's success is to create connectivity between the subject property and city. This includes a series of new walkable, bikeable pathways connecting the new park to residential neighborhoods, as well as new pedestrian greenways to Mead Botanical Garden, then north to Morse Boulevard and Martin Luther King, Jr. Park, then east to Central Park and Park Avenue.

Your input and ideas are critical. We can only succeed in making our future better by acting together. Only together can we successfully envision Winter Park's future where we all have equal opportunity to interact and experience our public spaces as places that are activated by how we all live, work and play together.

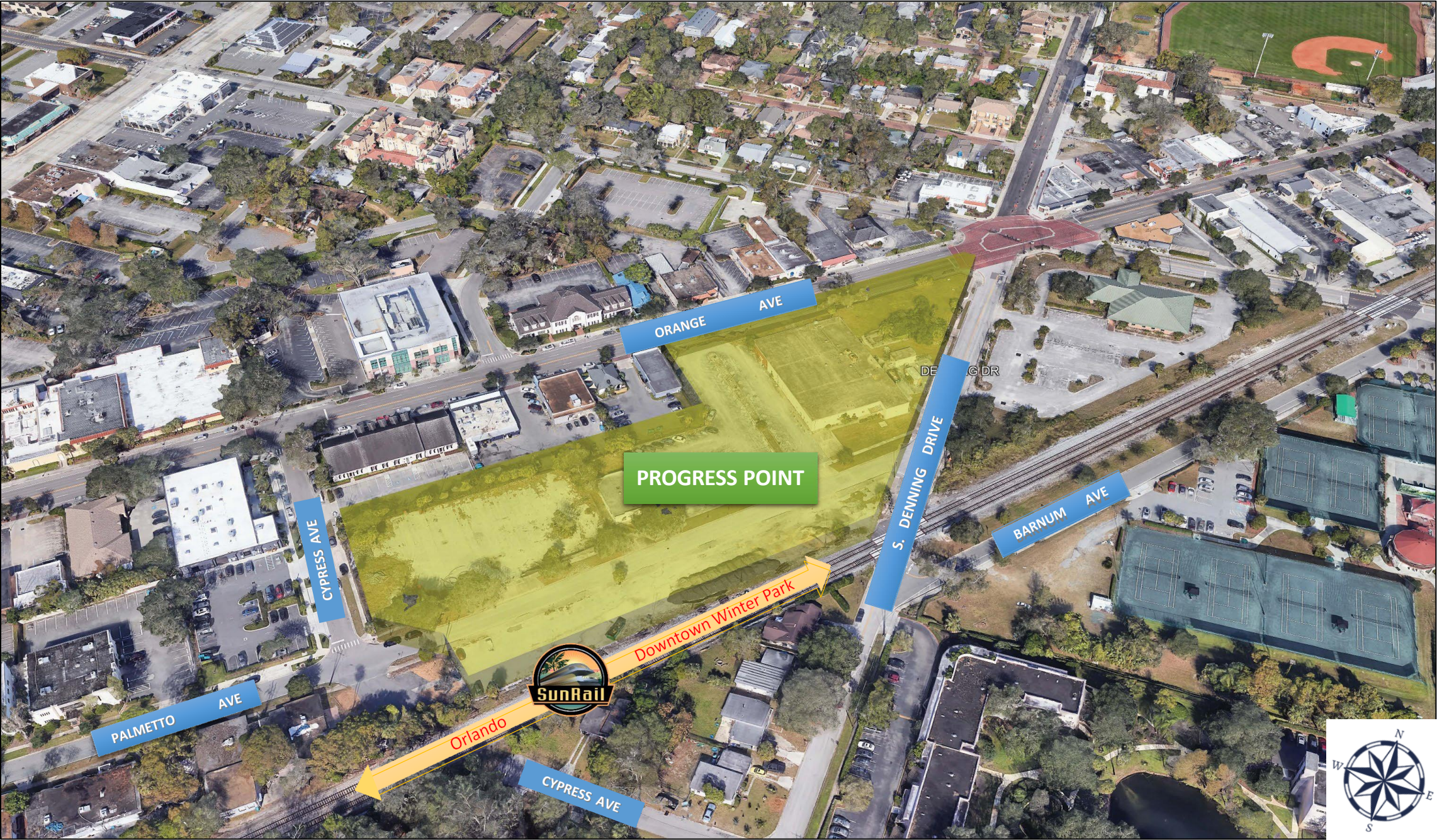
We appreciate your involvement in helping to create the quality of life of a Winter Park that you want to see and experience!

[“Click here to take the Survey!”](#)



VIEW LOOKING SOUTHWEST

Progress Point Land - Aerial View



Transforming City-owned Progress Point Land – Public Input



THE PARK VISION

CONSIDERATIONS

+ FORMAL MEETS FLORIDA - *BUT UNIQUELY*

WINTER PARK

+ EXPERIENCE NATURE - *PLANT COMMUNITIES*

+ LUSH AND FLEXIBLE PARK - *VARIETY OF*

PLANTING, CASUAL, MODERN, REFINED

+ UNEXPECTED SERIES OF PATHS, PERCHES

AND PLACES

+ ADJACENT PRIVATE DEVELOPMENT

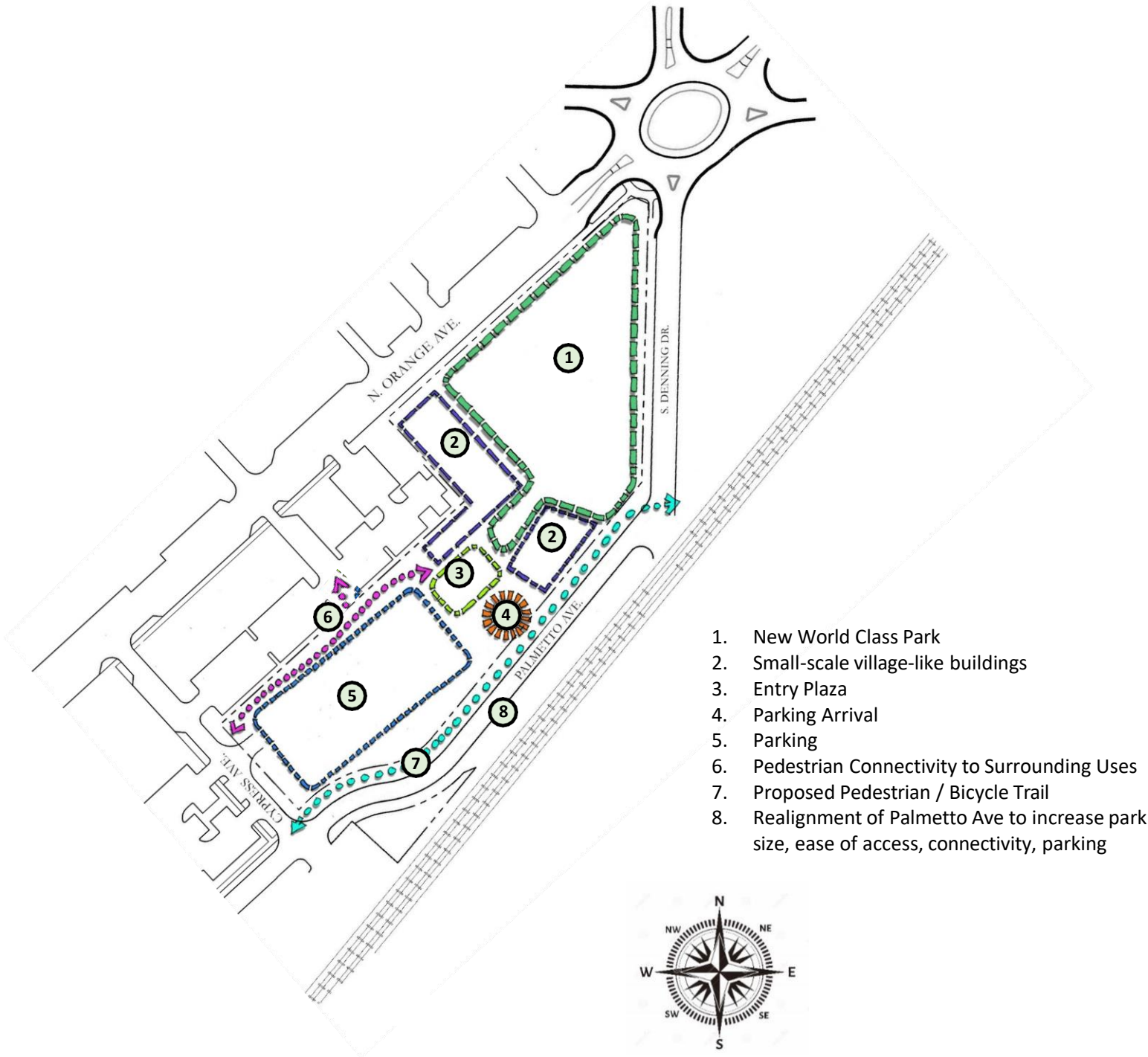
+ RESPONSE TO LOCATION AND ENVIRONMENT

+ LAYERING OF SPACES - *LARGE, MEDIUM,*

INTIMATE ZONES - FLEXIBLE AND TRANSITIONAL

+ STORMWATER CAPACITY

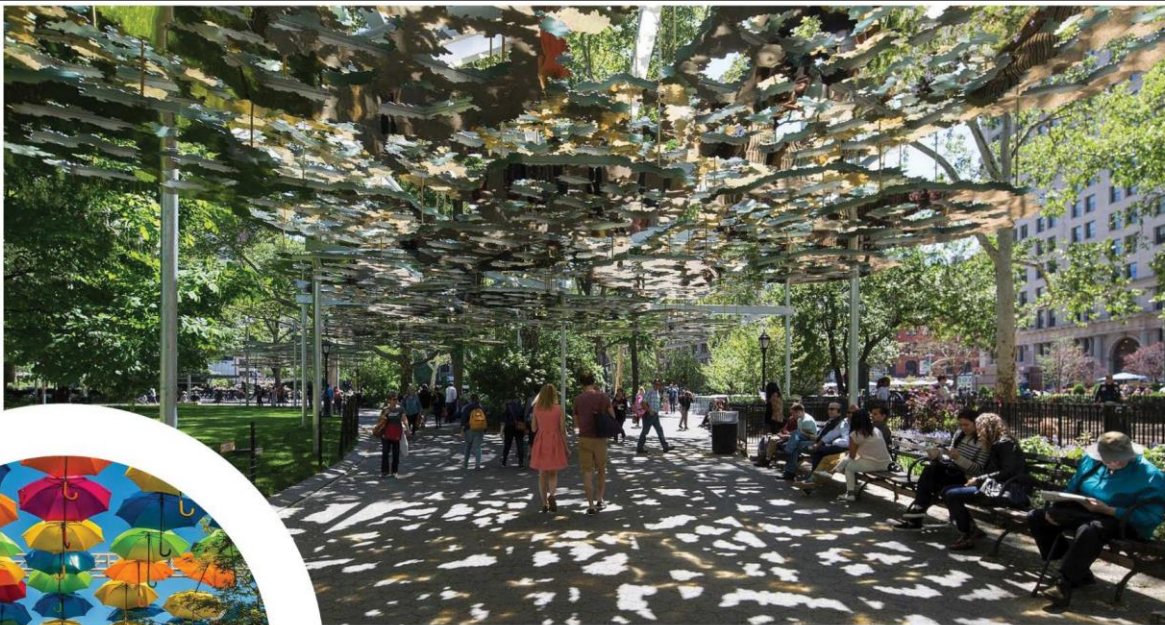
+ EDGES DEFINED DIFFERENTLY



Park / Public Space



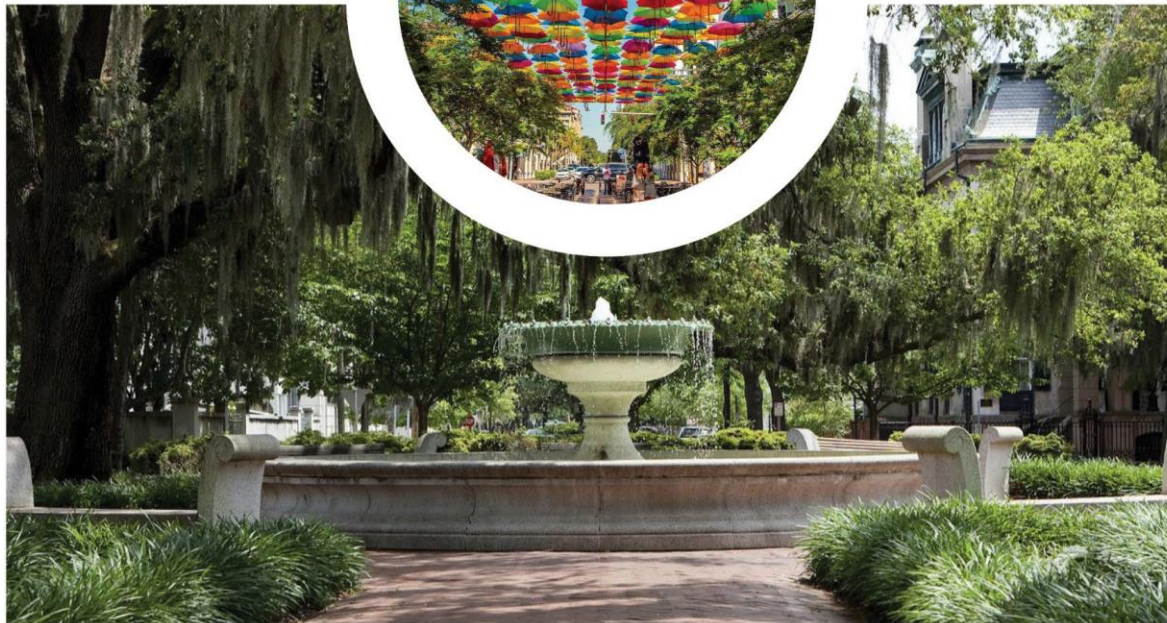
Park Seating



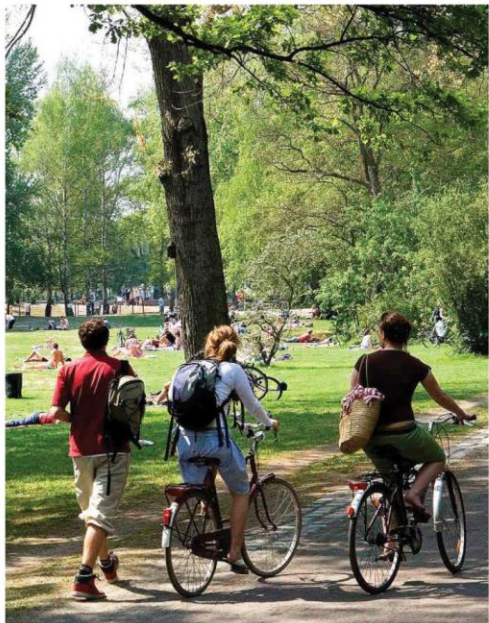
Artistic Shade



Park "Rooms"



Stately Winter Park tree canopy, shade, water features, outdoor "park rooms", park and grass-friendly seating



Walkable / Bikeable Greenways



Community Events



Park / Public Space

Q1: Please select any of the following you feel are important to creating a world-class park and public space that you would use?

- ☐ Shade from trees
- ☐ Shade from built elements (roof overhangs, trellises, canopies, etc.)
- ☐ Grassed Lawns
- ☐ Gardens (ornamental shrubs, flowers, etc.)
- ☐ Native Planting
- ☐ Water features (fountains, bubblers, interactive)
- ☐ Minimal hardscape (other than pathways, small terraces)
- ☐ Accessible/safe entries to and from pathways, sidewalks, bike trails, street crossings
- ☐ Multiple choices for sitting (chairs, benches, small groups, individually, fixed, moveable)
- ☐ Lighting (well-lit, safe, grounds, park and pathways)
- ☐ Public restrooms
- ☐ Well-maintained for appearance and public health
- ☐ Walkable to complimentary uses, activities and events
- ☐ Hi-bandwidth Wi-Fi
- ☐ Family-friendly design (play, educational, interactive, gathering)

Q2: Of the above, please select below the top 5 that are the most important to you.

- ☐ Shade from trees
- ☐ Shade from built elements
- ☐ Grassed Lawns
- ☐ Gardens (ornamental shrubs, flowers, etc.)
- ☐ Water features (fountains, bubblers, interactive)
- ☐ Minimal hardscape (other than pathways, small terraces)
- ☐ Accessible/safe entries to and from pathways, sidewalks, bike trails, street crossings
- ☐ Multiple choices for sitting (chairs, benches, small groups, individually, fixed, moveable)
- ☐ Lighting (well-lit, safe, grounds, park and pathways)
- ☐ Public restrooms
- ☐ Well-maintained for appearance and public health
- ☐ Walkable to complimentary uses, activities and events
- ☐ Hi-bandwidth Wi-Fi
- ☐ Family-friendly design (play, educational, interactive, gathering)
- ☐ Other _____



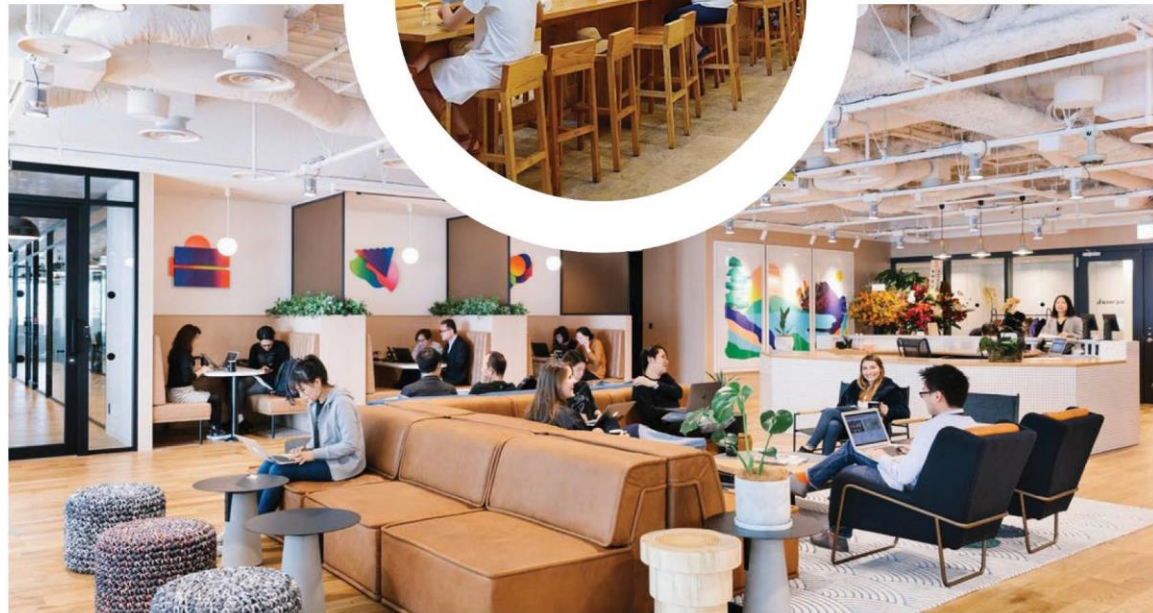
Uses, Activities and Events



Restaurant - Brewery



Parkside Food Hall – Social Community Spaces



Collaborative Shared Workspaces



Rooftop Dining – Bar Overlooking Park & Events



Small - scale Village-like buildings



Micro - Restaurants



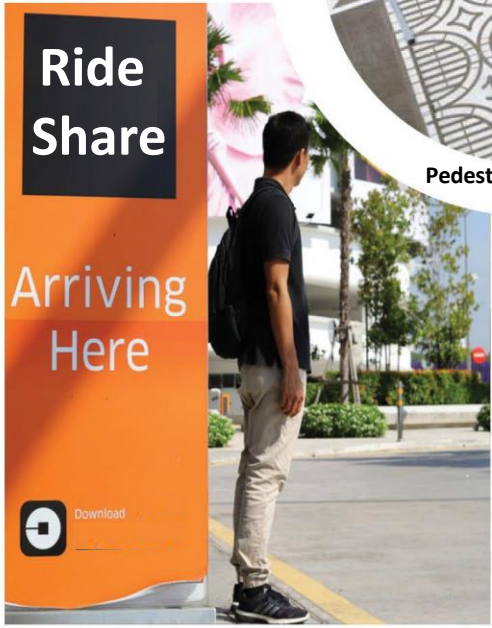
Health - Wellness in the Park

Uses, Activities and Events

Q3: Small-scale village-like buildings are envisioned to help activate the edges of the park similar to our city's Central Park/Park Avenue experience. Please select which of the following uses you would consider that complement and integrate with the park ?

- ☐ Food (food hall, vendors, cafe, market, micro-restaurants, rooftop dining/bar overlooking park)
- ☐ Small Shops (yoga, salon, art gallery, flowers, bicycles, fitness, garden supplies, etc.)
- ☐ Small collaborative workspaces for artisans, entrepreneurs, small business, remote work, learning
- ☐ Outdoor movies/film screening, music, entertainment in the Park
- ☐ Yoga/ Tai Chi/ other in the Park
- ☐ Food truck type events/ beer/ food/ wine tasting if can be accomplished with social distancing
- ☐ Fun run events – beginning and ending of races/ walks
- ☐ Art Walk/ artistic studios & elements on display
- ☐ Oversize outdoor games in the green space
- ☐ Learning-in-the-Park nutrition/horticulture/sustainability programs with Mead Botanical Garden, Winter Park Ninth Grade Center
- ☐ Other _____

Mobility / Green Infrastructure



Bicycle Parking

Ride-Share

Green Solutions – Storm Water Drainage

Greenways to City Parks

Pedestrian Crossings

Mobility / Green Infrastructure

Q4: Please select which of the following you feel are needed to enhance the park and publicspace?

- ☐ Convenient free public parking
- ☐ Multiple pathways, sidewalks, trails for walking and biking
- ☐ Provide for storm water drainage
- ☐ Safe pedestrian-friendly street crossings
- ☐ Gateway signage or iconic way-finding elements unique to this park
- ☐ Traffic/street improvements
- ☐ Well maintained, clean
- ☐ Public restrooms
- ☐ High bandwidth for Wi-Fi connections
- ☐ PC, phone USB charging ports
- ☐ Well-lit (lighting that is done successfully and integrated into the project)
- ☐ Other _____

Learning-in-the-Park, Nutrition, Arts & Culture, Sustainability Partnering Programs*



Early Learning



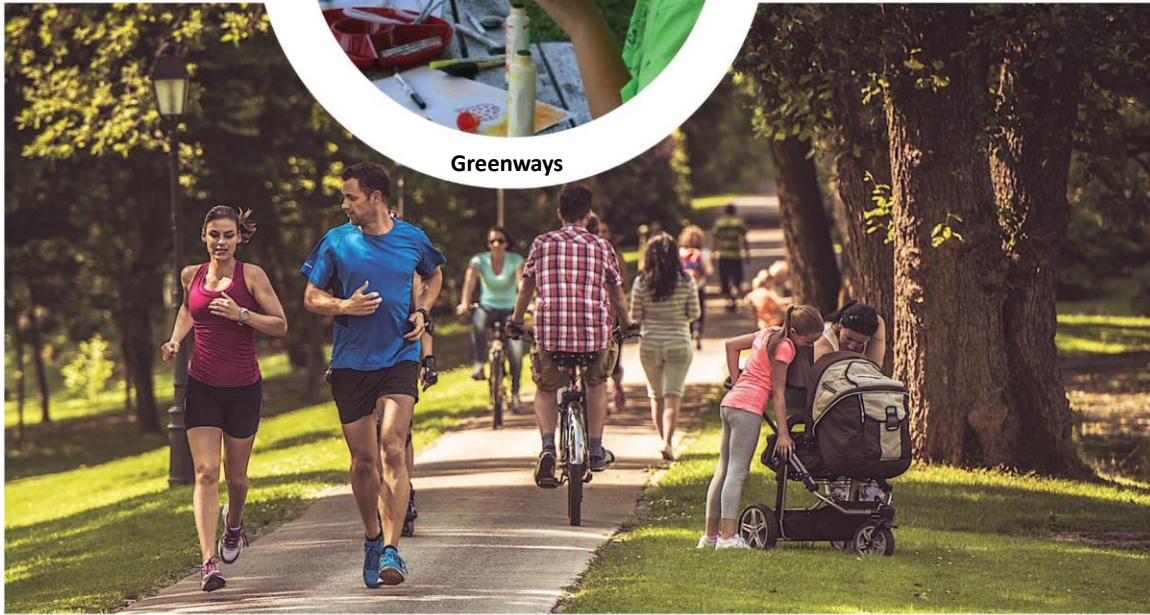
Food Share



Arts in the Park



Greenways



Students Learning to Grow Food



Nature Camps

* Opportunities for partnering programs exist with Mead Botanical Garden, Winter Park High School 9th Grade Center, Rollins College, Valencia College, City of Winter Park & other Community-based arts/cultural organizations



Demographics

Q5: Please write in the number of people in each age group who live in your household:

- 5 & under
- 6-17
- 18-24
- 25-35
- 36-49
- 50-64
- 65+

Q6: What is your median household income?

- Less than \$30,000
- \$30,000 - \$49,999
- \$50,000 - \$69,999
- \$70,000 - \$99,999
- \$100,000 - \$249,999
- \$250,000+

Q7: Please check all that apply for your home:

- ☐ Children in the home and both parents work
- ☐ Children in the home and one parent is stay-at-home
- ☐ Children in the home and both parents are stay-at-home
- ☐ No children in the home, all adults work
- ☐ No children in the home, one or more adults is stay-at-home
- ☐ Work from home
- ☐ Work at office
- ☐ Retired

Transforming City-owned Progress Point Community Survey

Q8: The property is located along the intersection of Denning Drive and Orange Avenue. Please tell us if and how you are familiar with the property. Please check all that apply.

- ☐ I drive past it often (multiple times each week)
- ☐ I drive past it sometimes (a few times each week)
- ☐ I rarely drive by it
- ☐ I never drive by it
- ☐ I live nearby (within 1 mile)
- ☐ I ride my bike, run or walk past it during the week
- ☐ I ride my bike, run or walk past it on the weekend
- ☐ I work nearby (within 1 mile)
- ☐ I am not familiar with the property
- ☐ I frequent businesses or other places in the area during the week
- ☐ I frequent businesses or other places in the area on the weekend
- ☐ Other _____

Q9: Do any members of your household have a disability (visually, hearing, physical movement, wheelchair, walking), or related to what is referred to as an ADA disability (American Disabilities Act) ?

- ☐ Yes
- ☐ No

If you answered “Yes” to the above question, please provide what type of accommodation is needed to serve the disability in your household?

Transforming City-owned Progress Point Community Survey

Q10: What are some barriers that would keep you from going to visit this property?

- ☐ Does not offer uses, activities or events I am interested in
- ☐ Activities offered during the day
- ☐ Activities offered at night
- ☐ Need child care
- ☐ Financial limitations
- ☐ Need transportation
- ☐ Lack of parking
- ☐ Location of property
- ☐ Traffic

Q11: Please prioritize the community spaces and services needed in this area (1 being the highest priority, 6 being the lowest priority):

- ☐ Food
- ☐ Restaurant/Rooftop bar
- ☐ Retail
- ☐ Collaborative workspaces
- ☐ Park space design
- ☐ Outdoor events
- ☐ Outdoor play space
- ☐ Indoor community space
- ☐ Educational/Lecture activities
- ☐ Family-friendly
- ☐ Pet-friendly
- ☐ Sidewalk/Trail connectivity

Transforming City-owned Progress Point Community Survey

Q12: How would you describe the quality of the buildings and public spaces in this area?

- ☐ Not good at all
- ☐ Needs a little improvement
- ☐ Needs a lot of improvement
- ☐ I like things the way they are now
- ☐ Lacks adequate parking
- ☐ Speeding Traffic/Not Pedestrian Friendly

Q13: Please provide any additional comments or ideas that you feel will assist the City and City Commissioners understand what the ideal transformation of the Progress Point property is for you.

Q14: Do you live and/or work in the Winter Park area?

- ☐ Yes
- ☐ No

Q15: Do you live and/or work near the intersection of Denning Drive and Orange Avenue?

- ☐ Yes
- ☐ No

Community Survey & Virtual Charrette Process

In light of COVID-19 and the guidelines set forth by public health authorities, a highly visual online community survey and live public charrette was created by the City's Advisor ACi/Land Design in collaboration with City Planning and Transportation and Communications/IT departments. The purpose of these public conversations was to receive community input involving redevelopment guidelines for transforming the City-owned Progress Point property.

Recent Winter Park community visioning efforts as well as City Commission-led work sessions and directives were provided as a general framework for a visual public survey of a new city park as a true destination for public uses on a portion of city-owned vacant property.

A strongly promoted online community survey went live on the City's website February 14th and closed on March 15th, 2021. On March 17th ACi/Land Design and the City Planning and Transportation Department hosted a Virtual Public Input Charrette. With 54 participants, the conversation included a live session of the vision framework with real time public feedback regarding demographics, mobility, connectivity, complementary uses and events that activate the park, seating types, park features and finishes. This questioner was then made available to the public for additional responses from March 18th to March 26th.

Promotions ran across social channels and media including Facebook, Instagram, Twitter, and E-newsletter.

A total of 725 unduplicated, anonymous public responses were received for the Community Survey with a total of 54 live public participants for the Virtual Charrette.

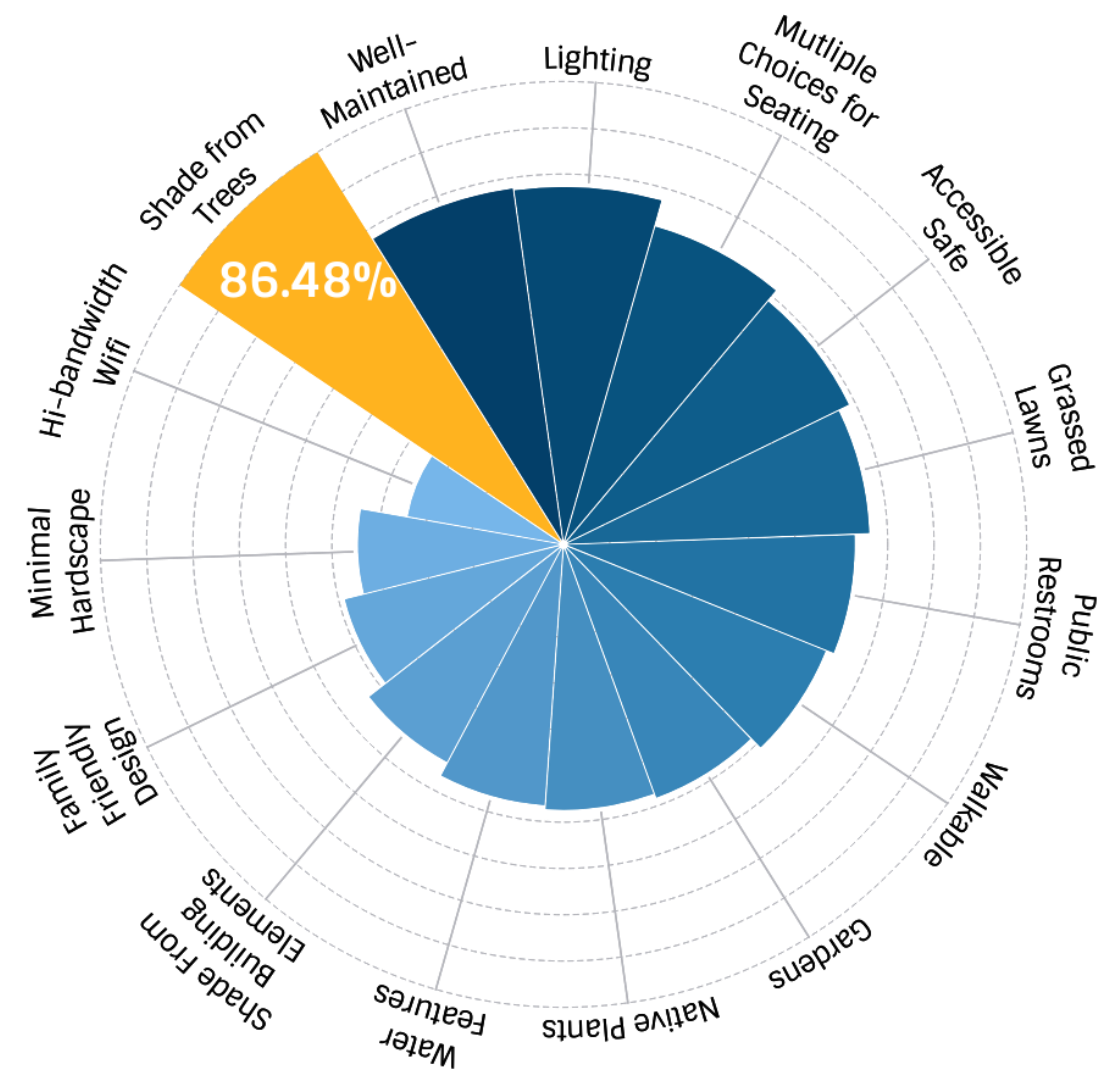
The following is a tabulation of the above process. The raw data can be found on the City website or by contacting the City Planning and Transportation Department.

CITY REDEVELOPMENT GUIDELINES FOR PROGRESS POINT PUBLIC INPUT

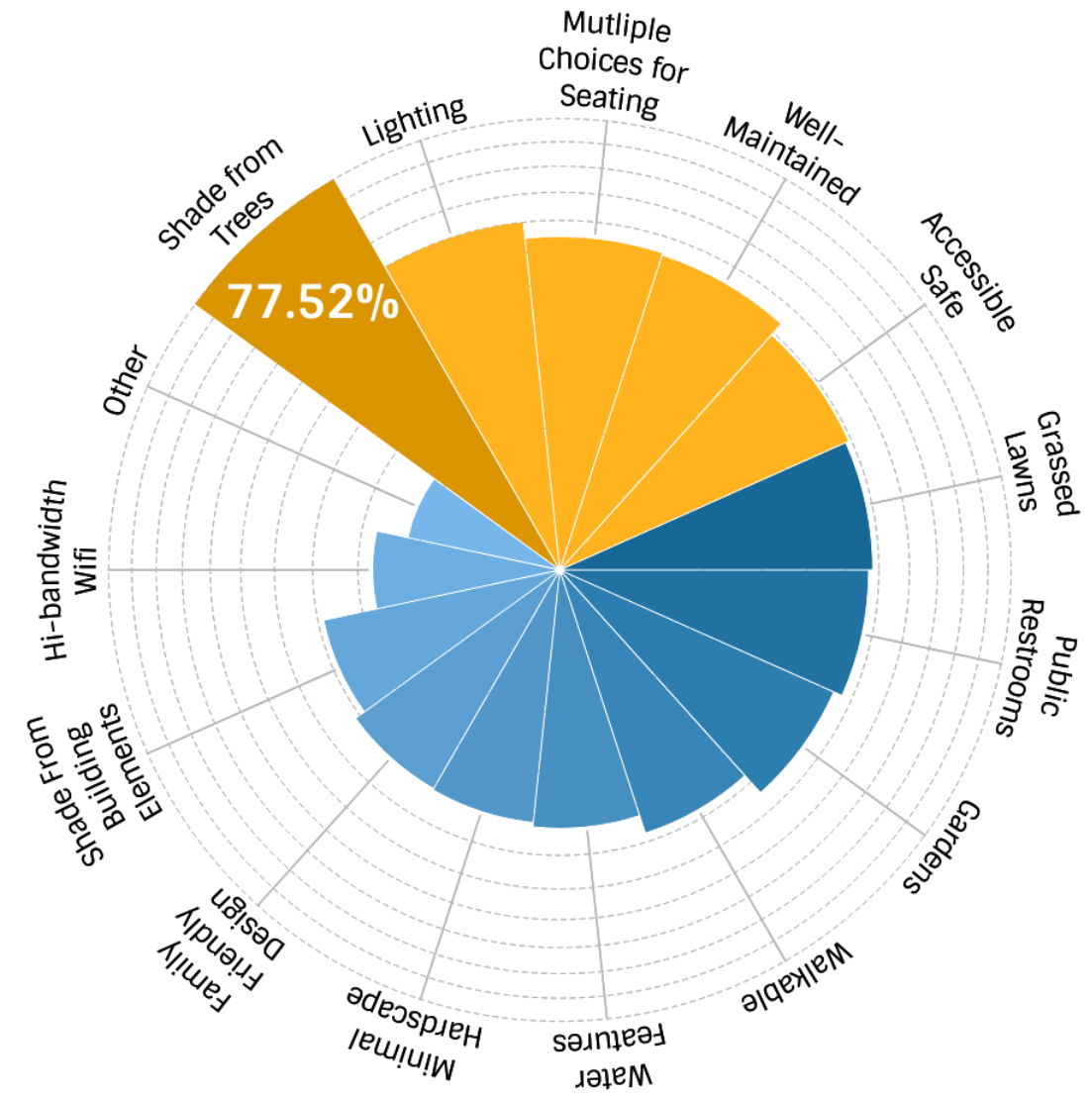
725 (community survey) + 54 (virtual charrette)

- ✓ **SHADE** (trees, trellises, building overhangs, artistic shade)
- ✓ **ACTIVE FOOD HALL/MICRO-RESTAURANTS/COLLABORATION SPACE/SMALL VILLAGE-SCALE SHOPS**
- ✓ **OUTSIDE & ROOFTOP DINING/BAR**
- ✓ **EVENTS/EVENT LAWN**
- ✓ **FAMILY & CHILDREN FRIENDLY**
- ✓ **SEATING VARIETY**
- ✓ **SMOOTH PEDESTRIAN WALKWAYS**
- ✓ **PARKING FOR PUBLIC, NEW BUILDINGS & SURROUNDING USES**
- ✓ **TRAILS-WALKABILITY-BIKEABILITY-CONNECTIVITY-MOBILITY**
- ✓ **SAFE, WELL-LIGHTED & MAINTAINED**

What is important to creating a world-class park and public space?*

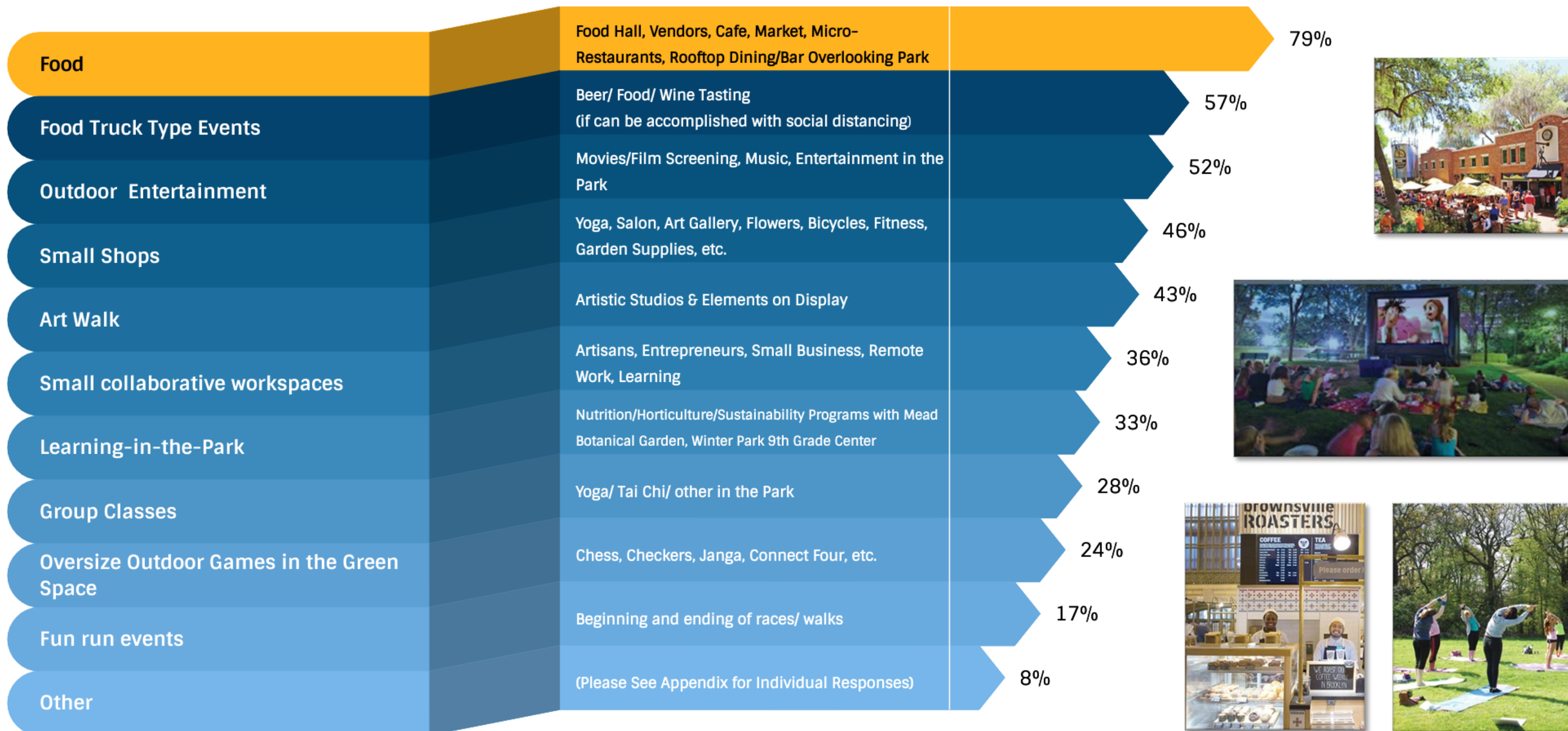


Top 5 features that are the most important to the Community*



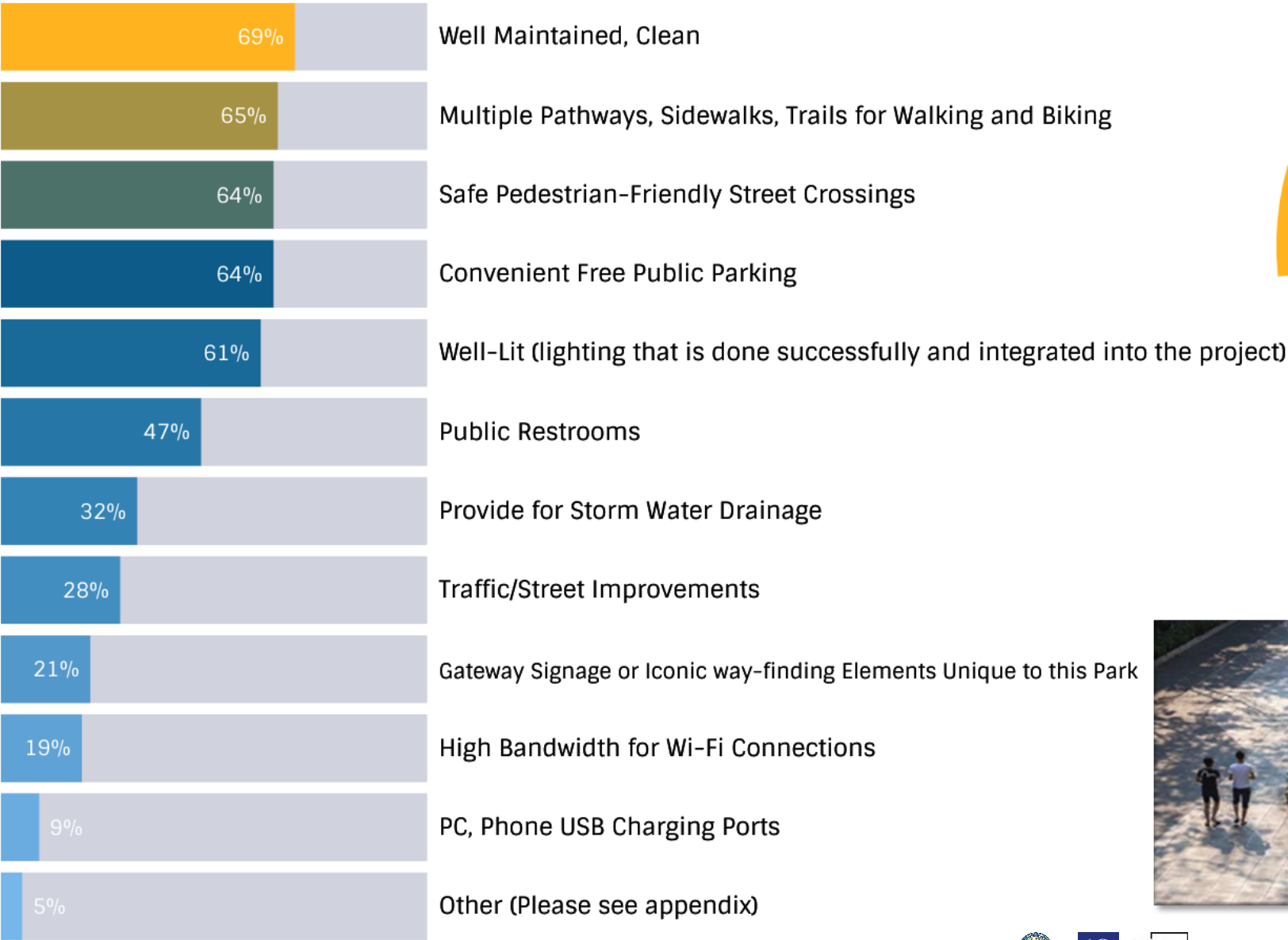
*Note: Percentages shown are based on the total number of responses to answer choices. See attached Appendix for Survey Monkey results.

Uses that complement and integrate with the Park*

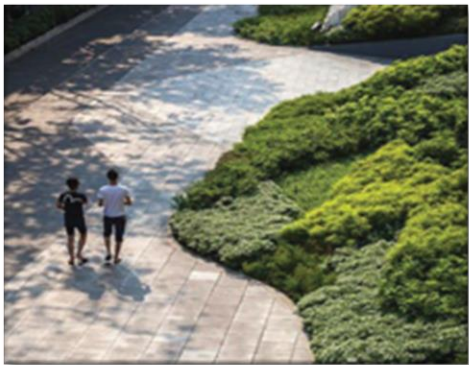
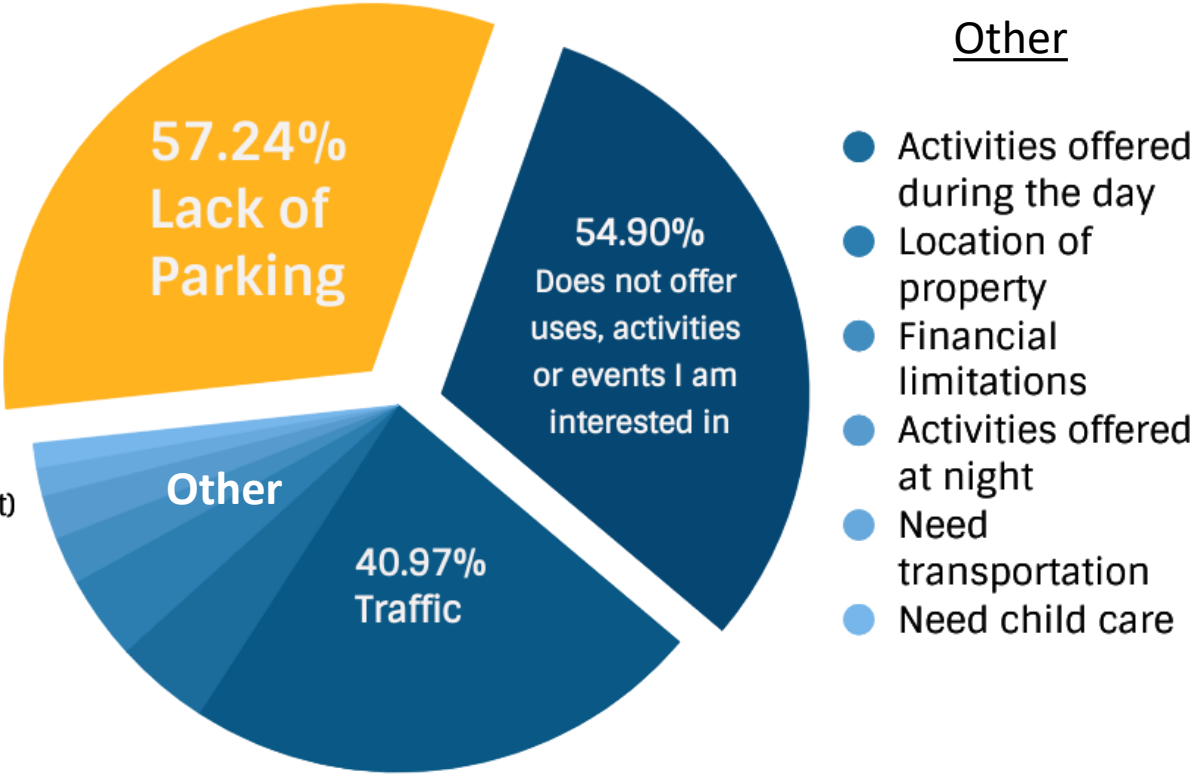


*Note: Percentages shown are based on the total number of respo **165** to answer choices. See attached Appendix for Survey Monkey results. 164

Chosen Features to Enhance the Park and Public-Space*

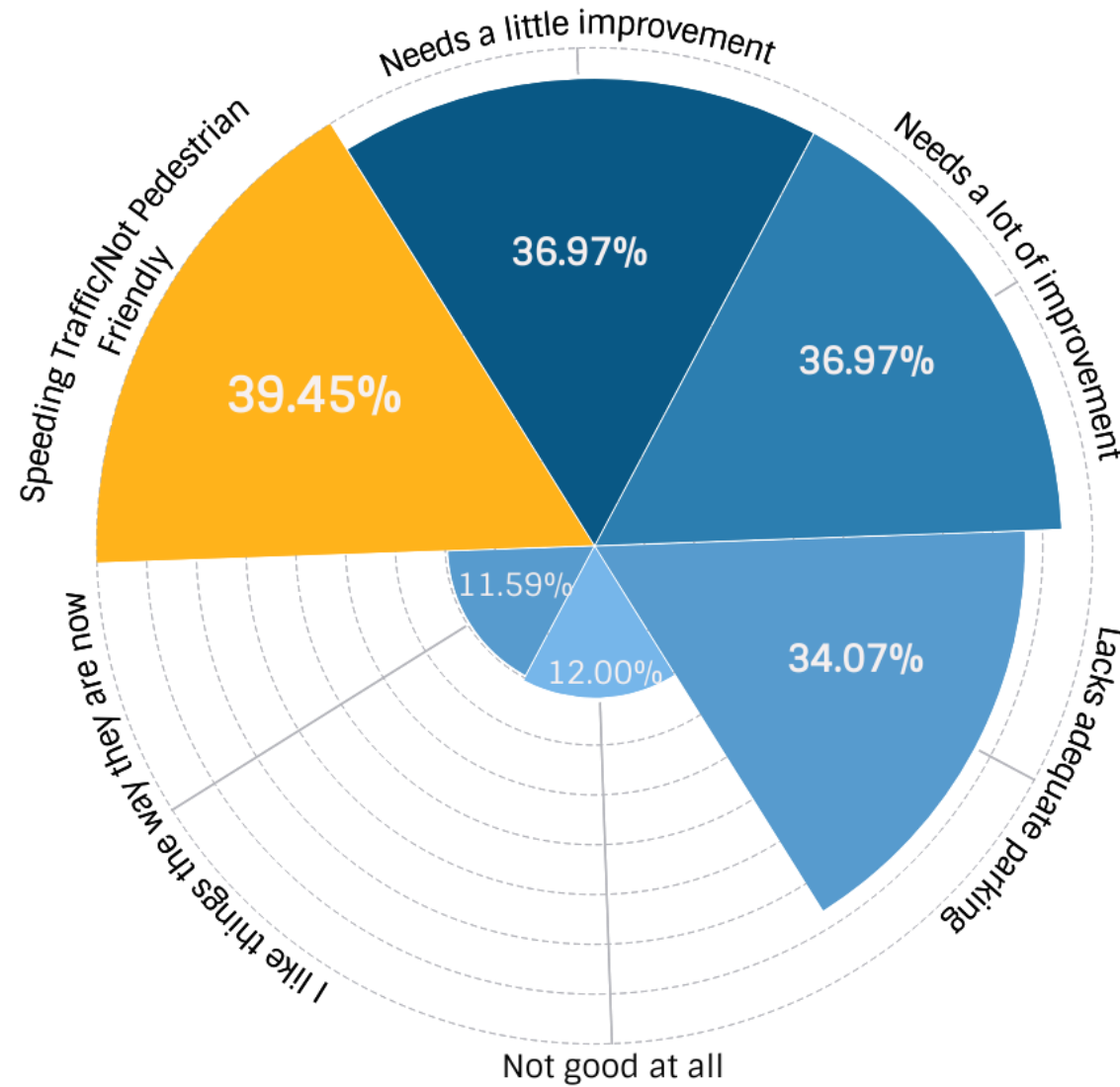


What are barriers that would prevent you from using the Park?*

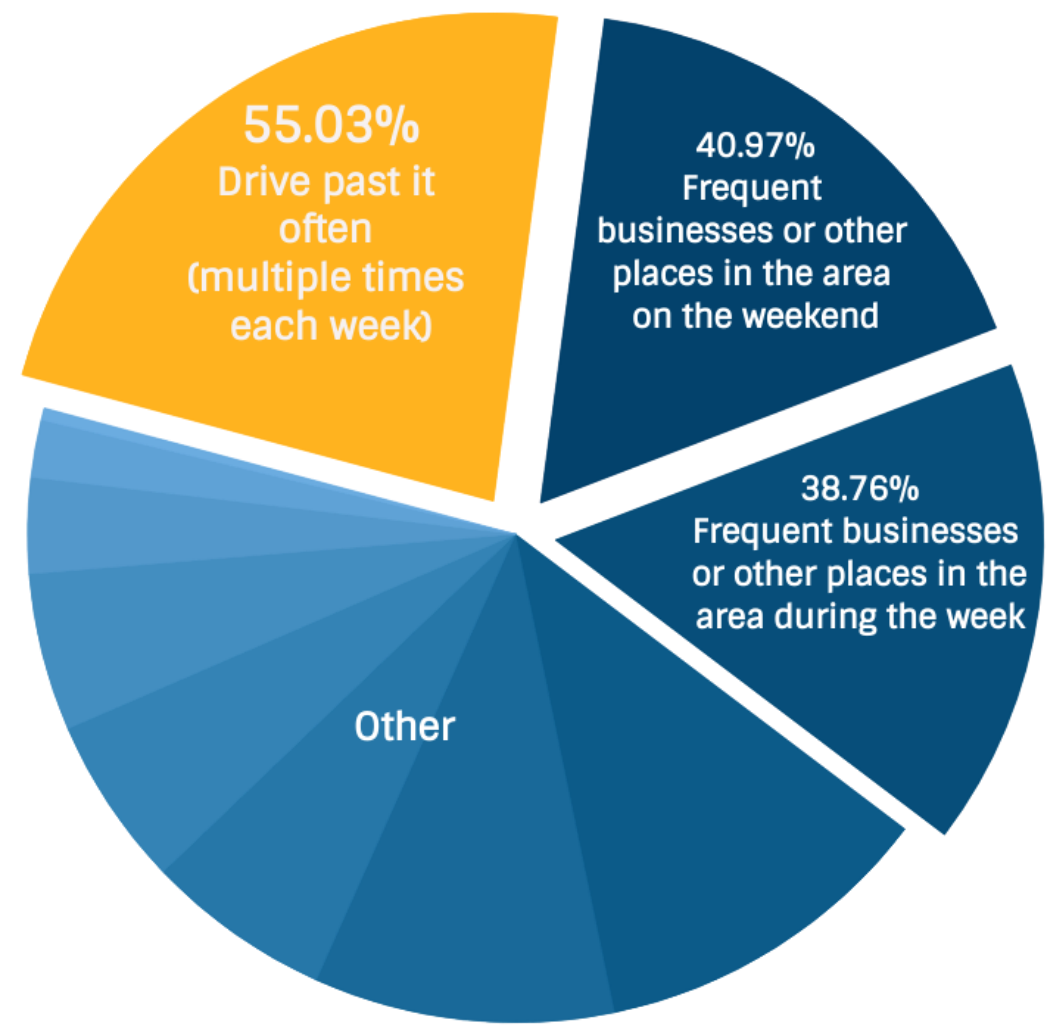


*Note: Percentages shown are based on the total number of responses to answer choices. See attached Appendix for Survey Monkey results.

Quality of the buildings and public spaces in this area*



How familiar are you with the property?*

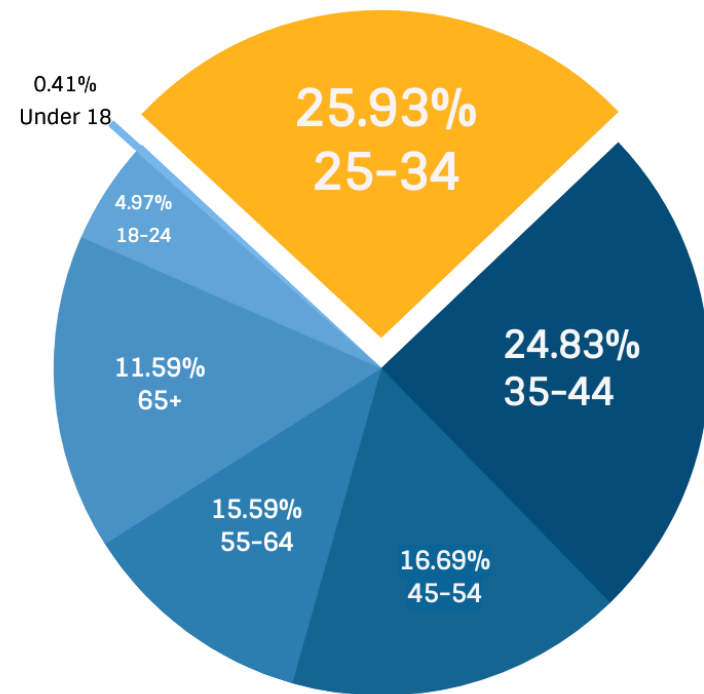


Other

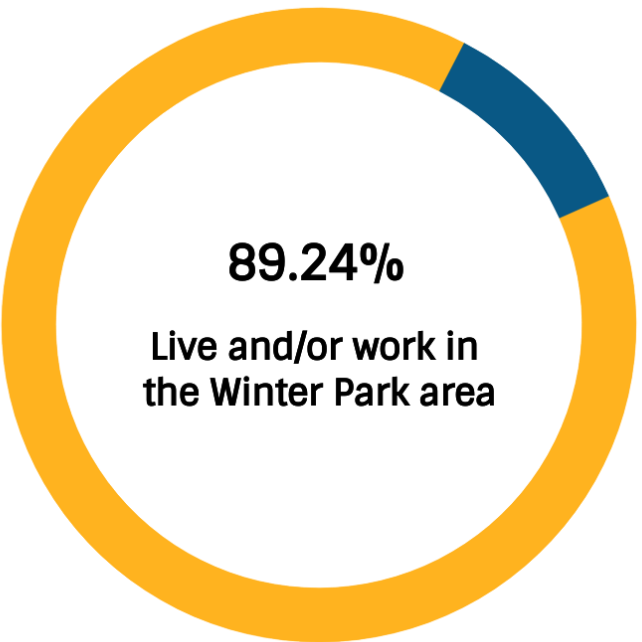
- Drive past it sometimes (a few times each week).
- Live nearby (within 1 mile).
- Ride bike, run or walk past it on the weekend.
- Ride bike, run or walk past it during the week.
- Work nearby (within 1 mile).
- Rarely drive by it.
- Other (please specify).
- Not familiar with the property.
- Never drive by it.

*Note: Percentages shown are based on the total number of responses to answer choices. See attached Appendix for Survey Monkey results. 167

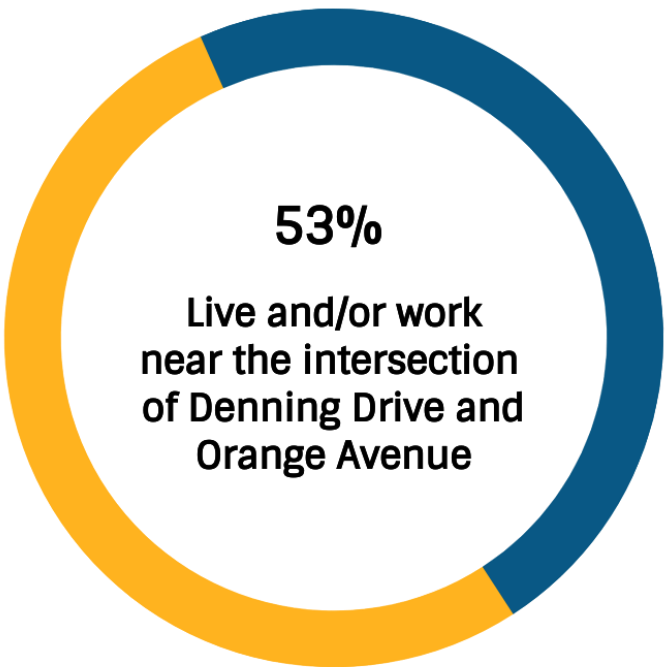
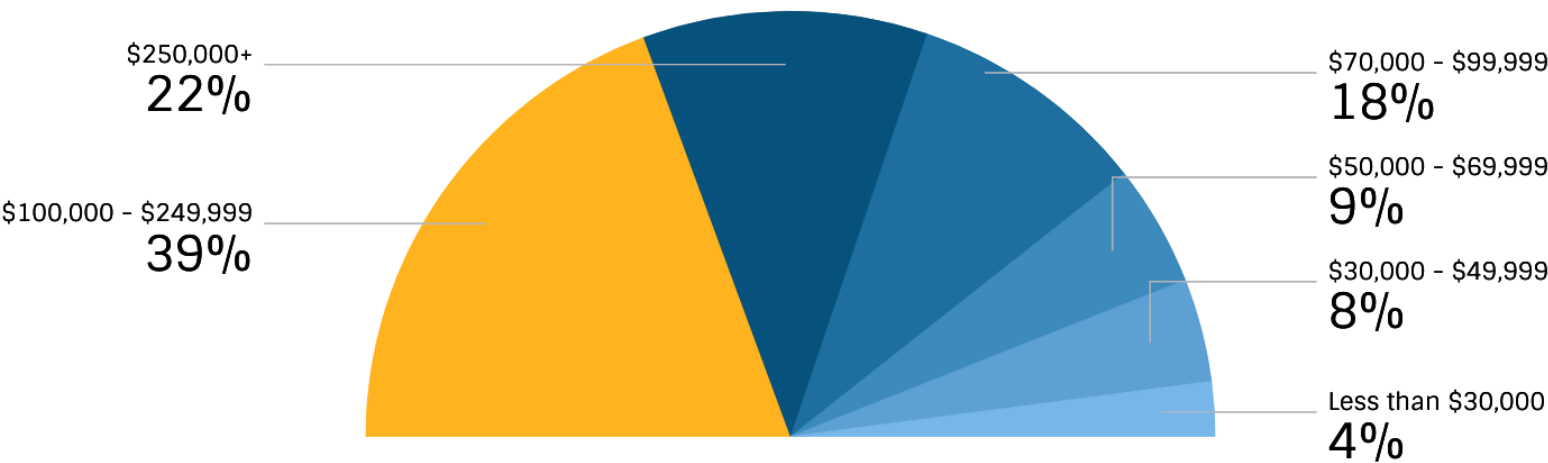
Surveyed Age Groups



Proximity



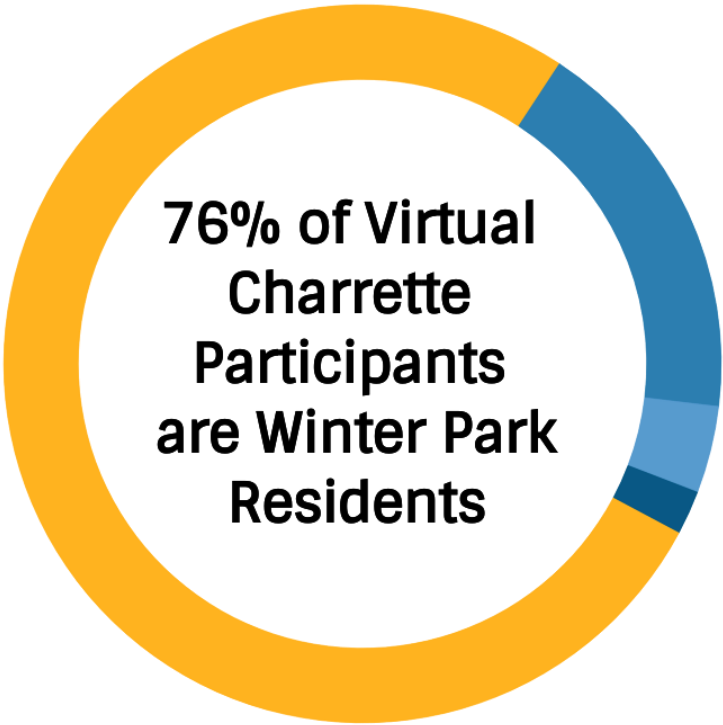
Median Household Income



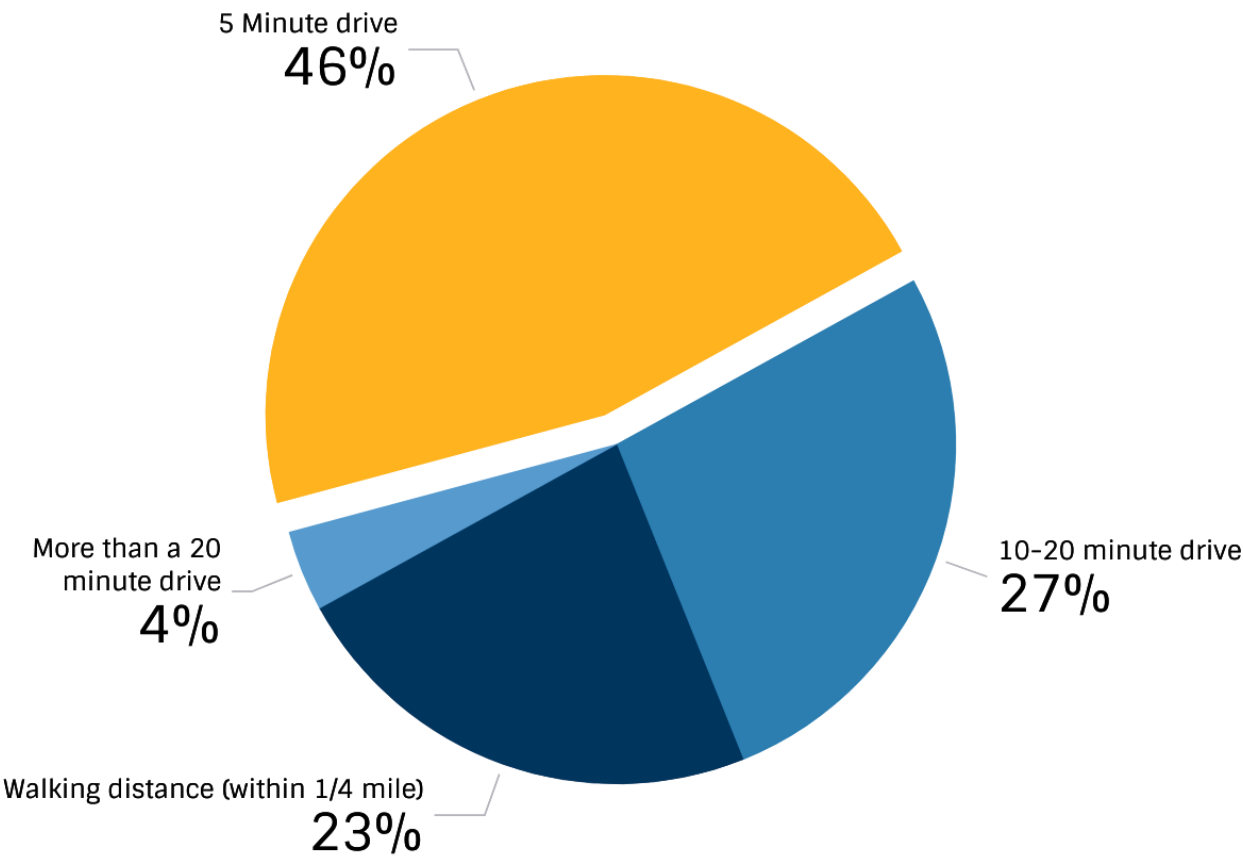
Live Virtual Charrette
(54 Participants)

Winter Park Residents

- Winter Park resident
- Non-Resident, Lives in Central Florida and Works in Winter Park
- Non-Resident, Just a Visiting
- Part-time resident

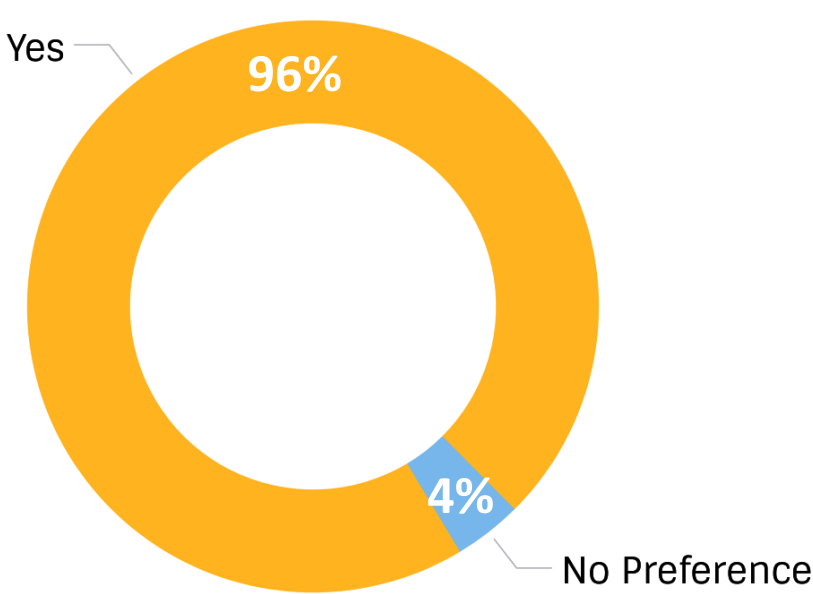


How many minutes away from the project do participants live?

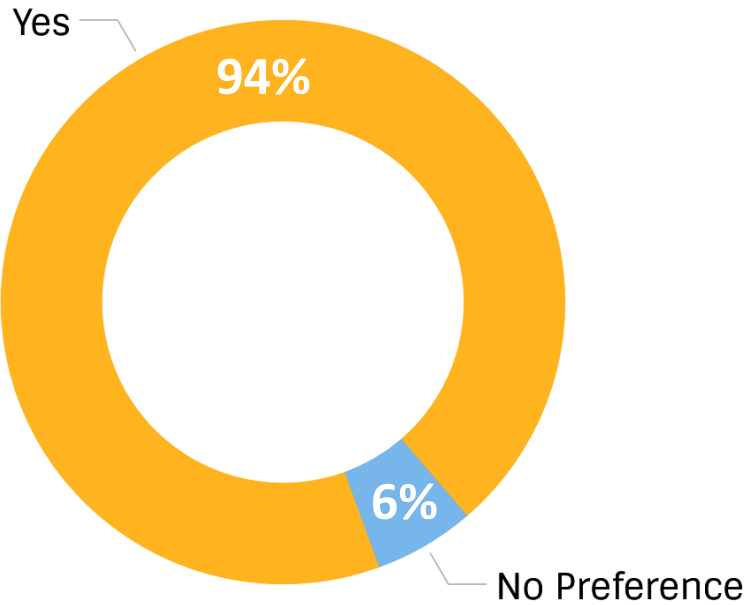


Mobility/Connectivity

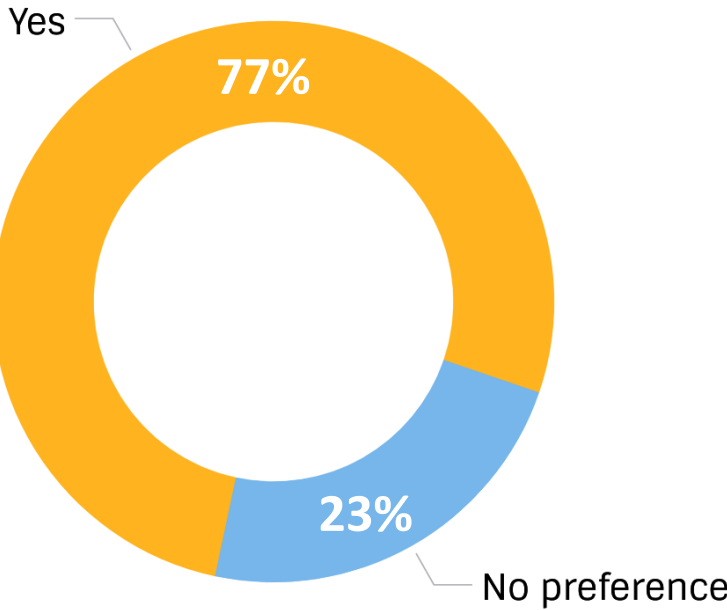
Would you like to see a walkable connection between the Park and surrounding local businesses?



Is it important to have a trail for bikes and pedestrians that creates safe connectivity to the park and other parks throughout the City?

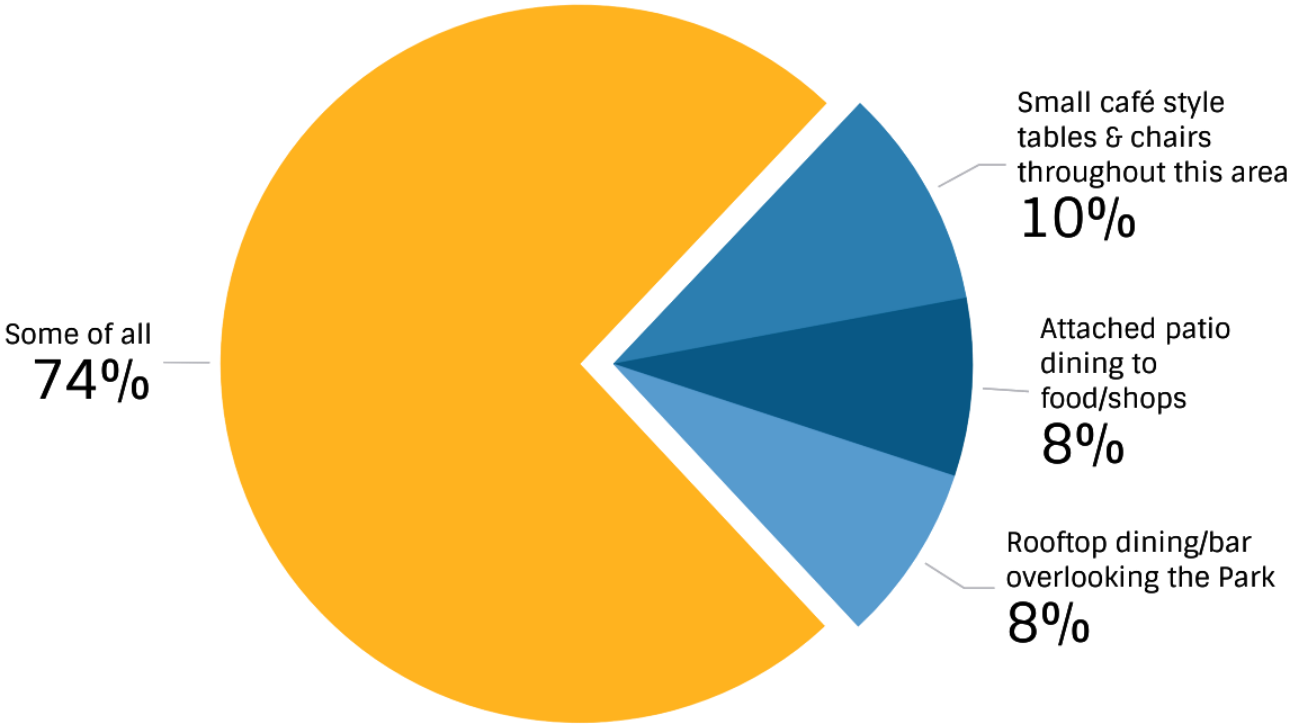


Is it important to have a walkable connection to Mead Botanical Garden, approx. 1/3 of a mile away (5 minute walk)?

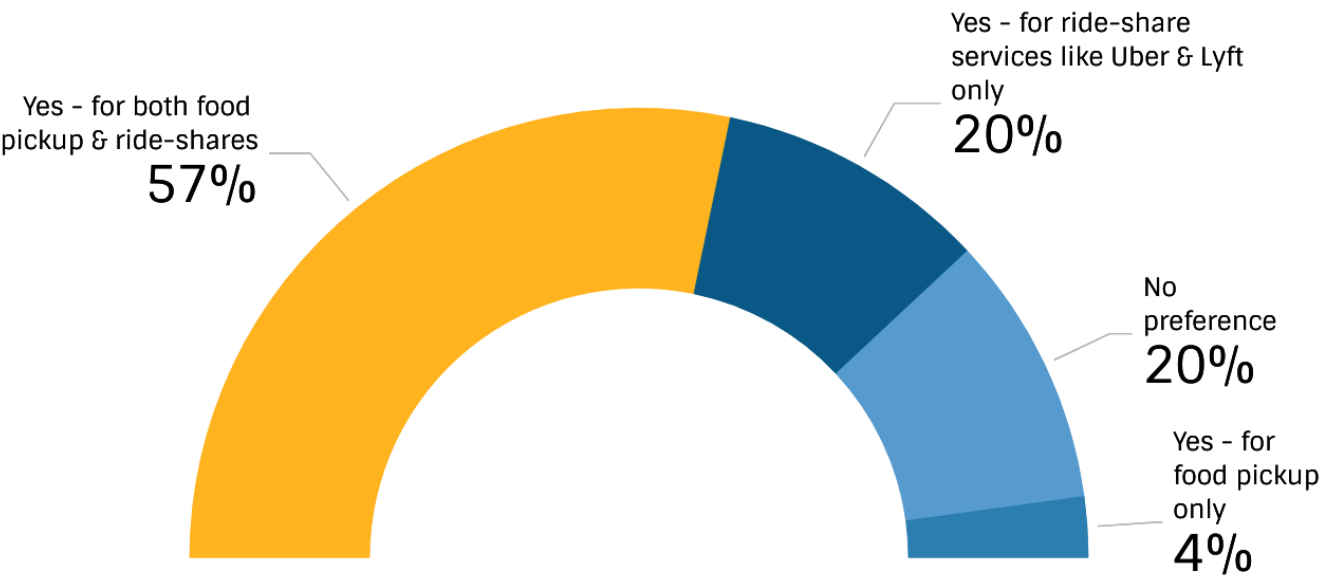


Activating the Park

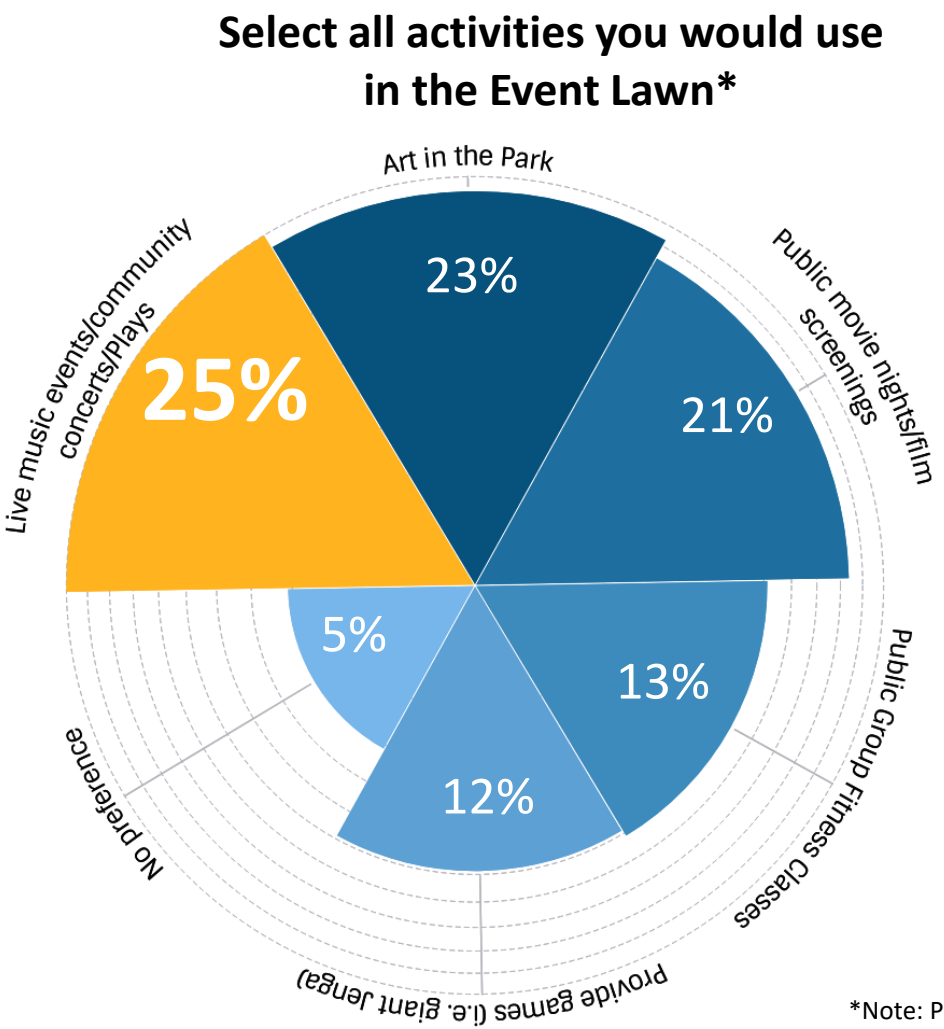
What kind of outdoor dining should be in this space?



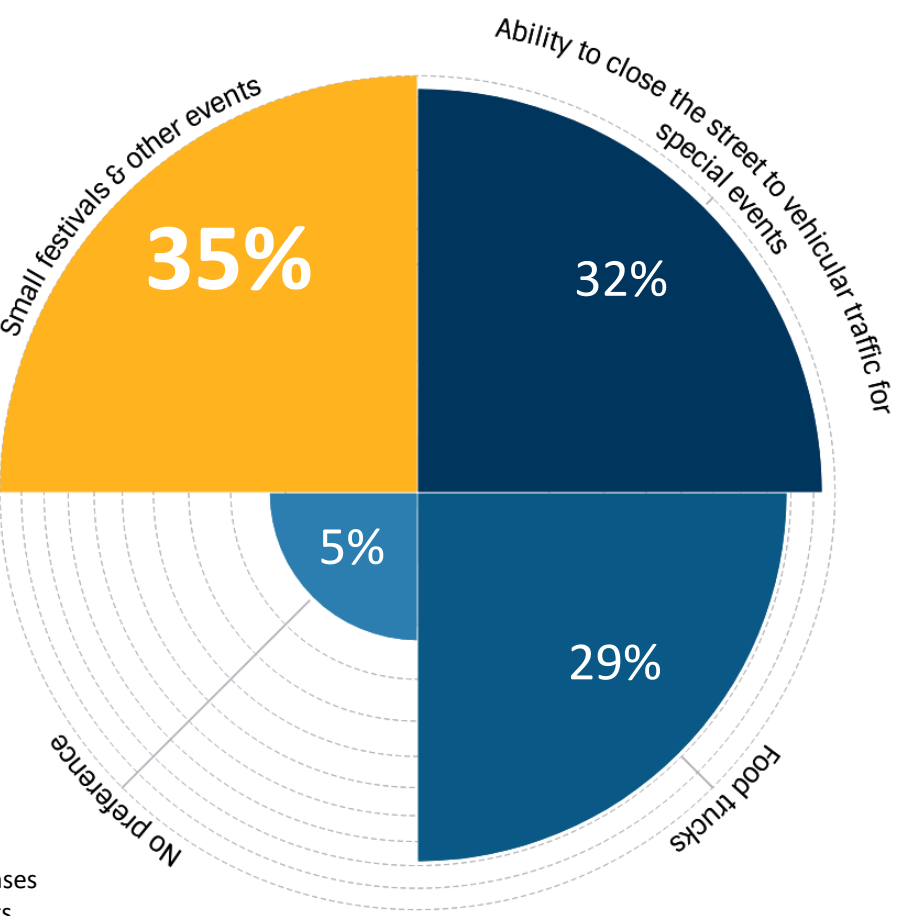
Is a designated area for curbside food pickup and ride-share services important?



Activities in the Park



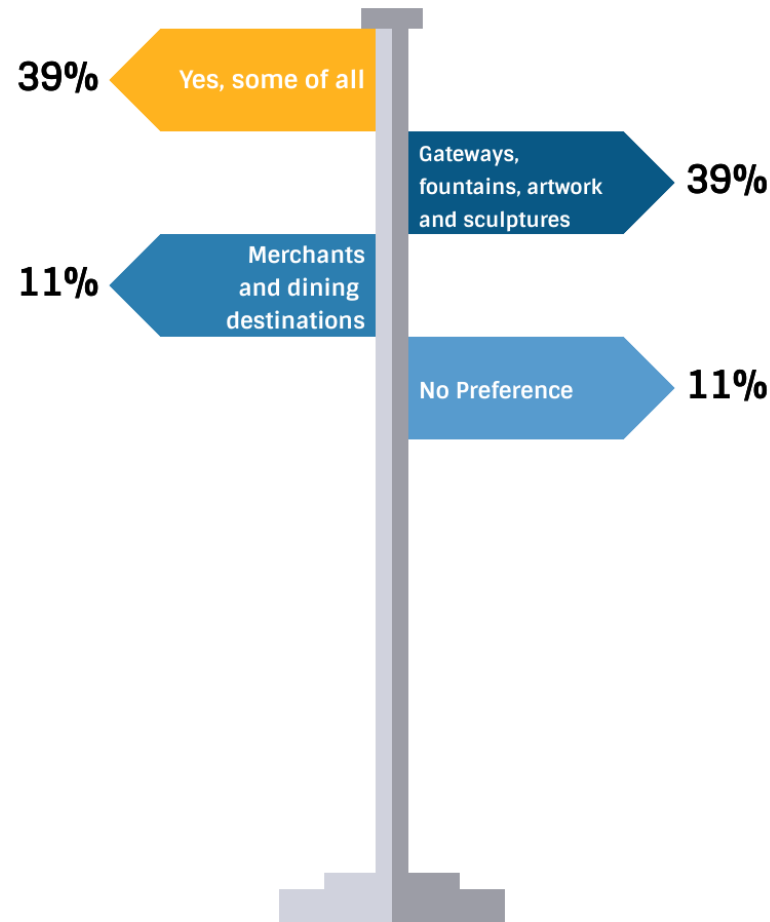
What special events/activities would you like to see on Palmetto Avenue?



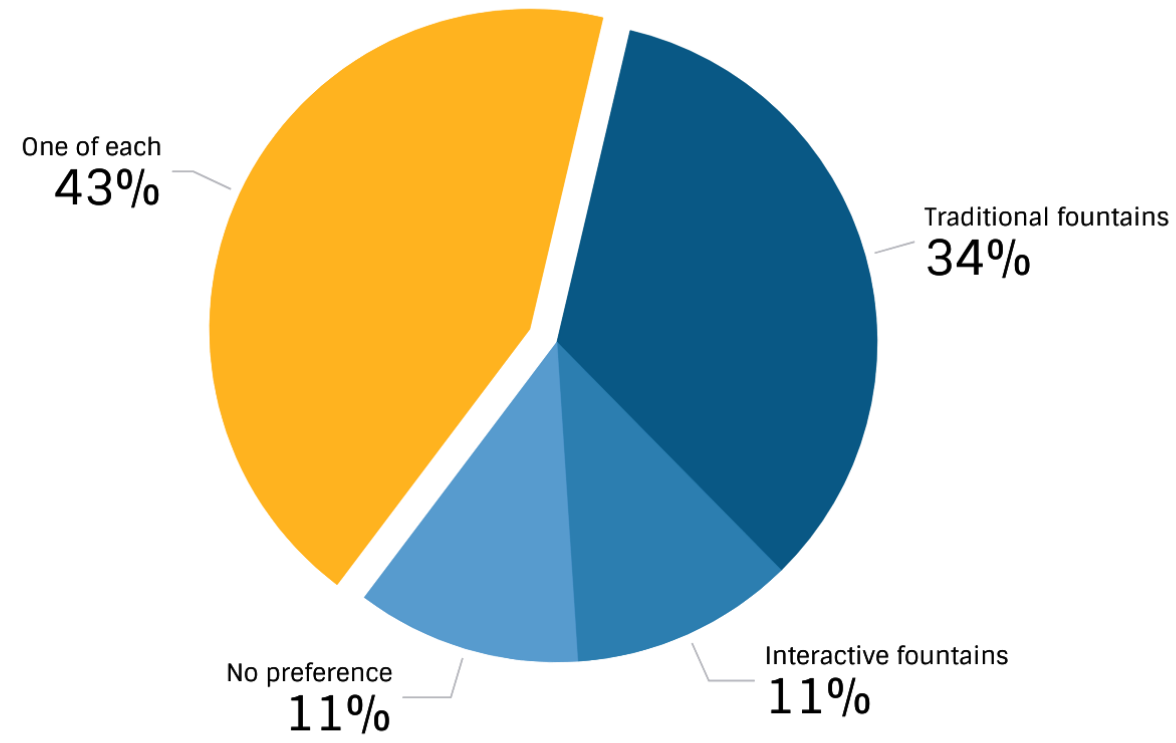
*Note: Percentages shown are based on the total number of responses to answer choices. See attached Appendix for Survey Monkey results.



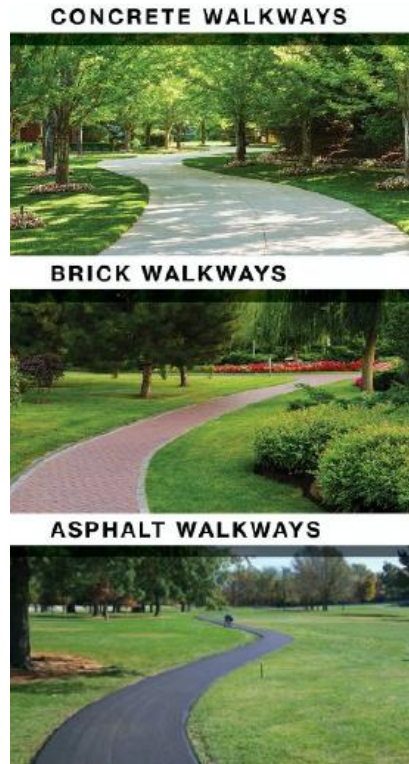
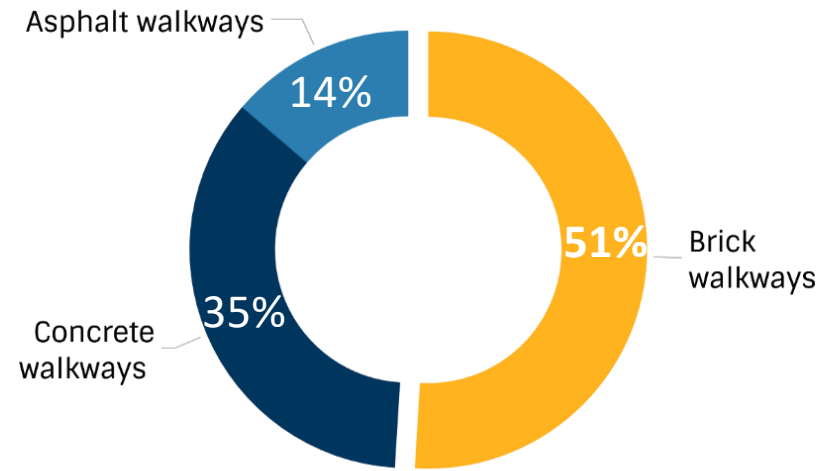
Is it important to have a recognizable spot to meet in the Park?



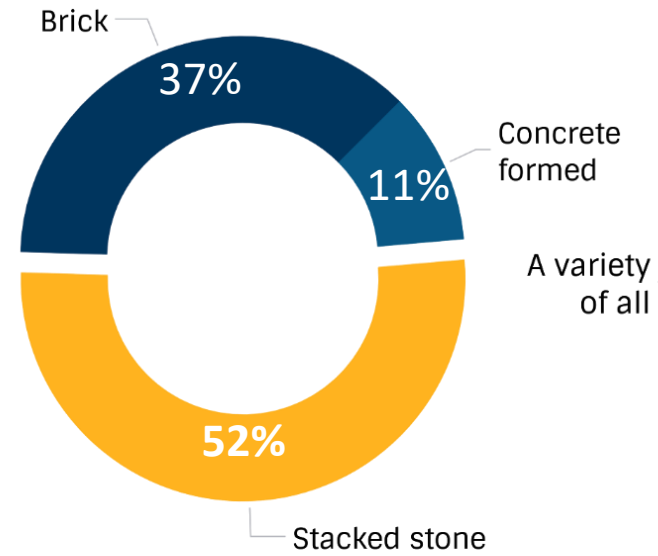
Do you prefer traditional or interactive fountains?



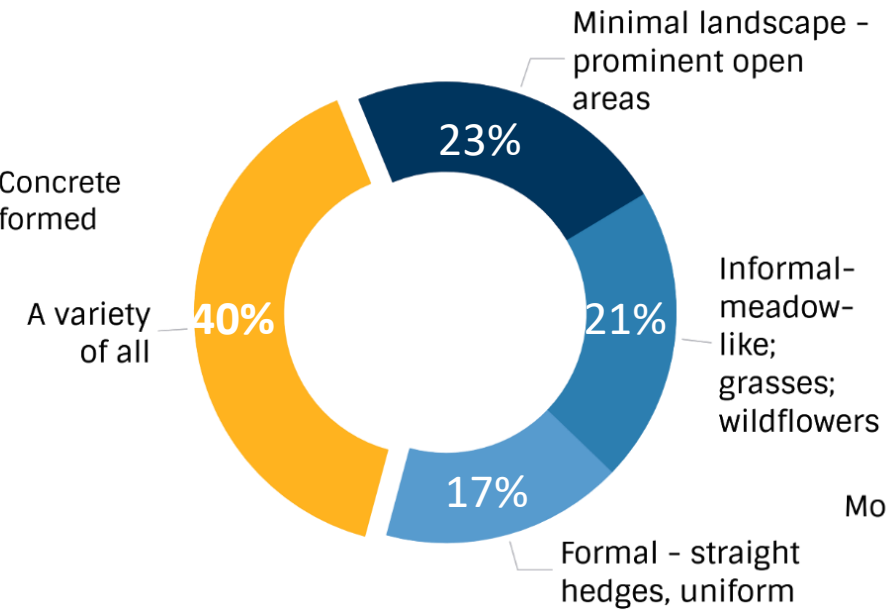
Which walkway surface do you prefer?



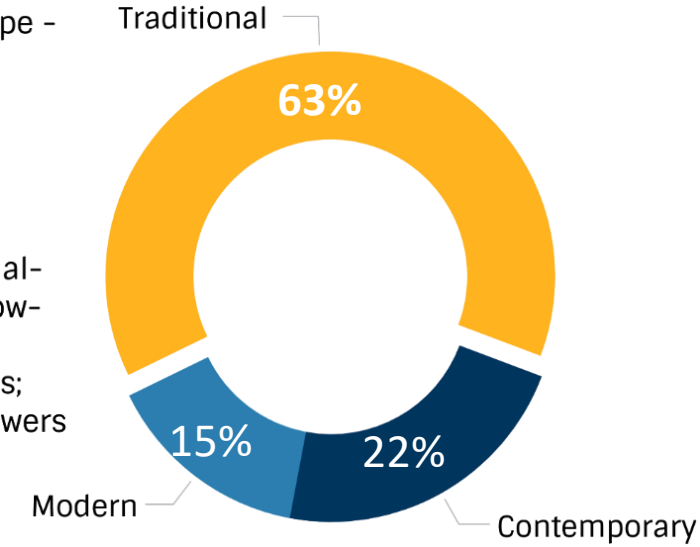
Which seat wall finish do you prefer?



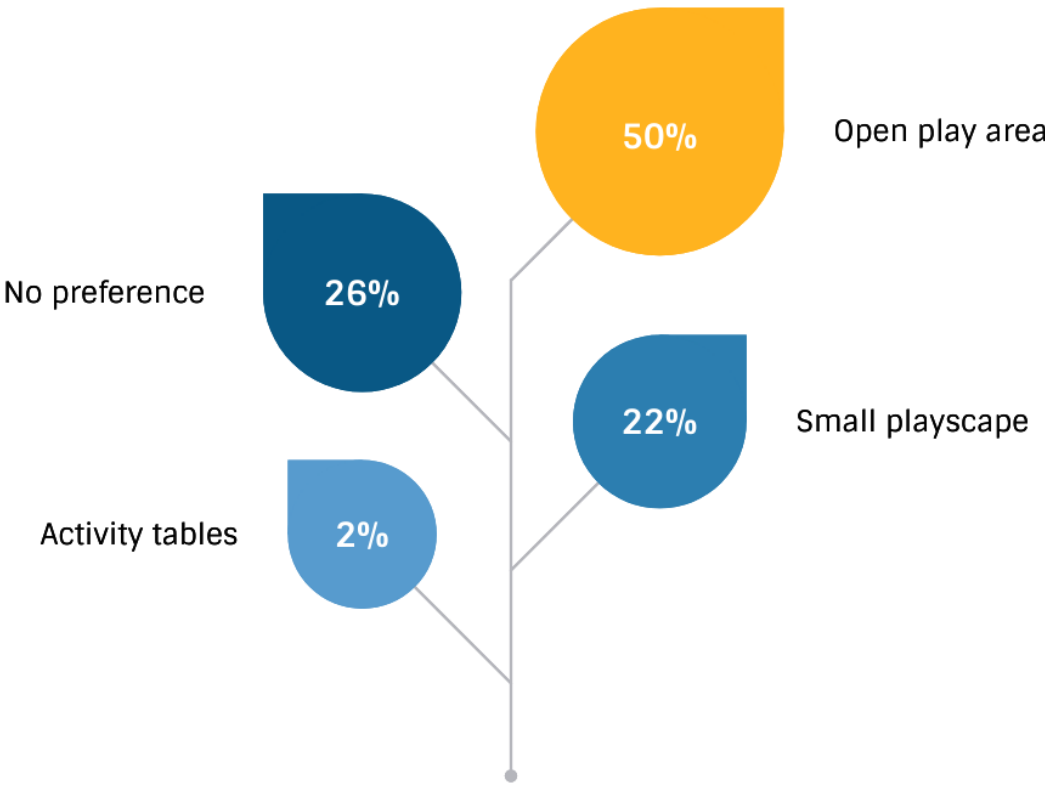
Which landscape do you prefer?



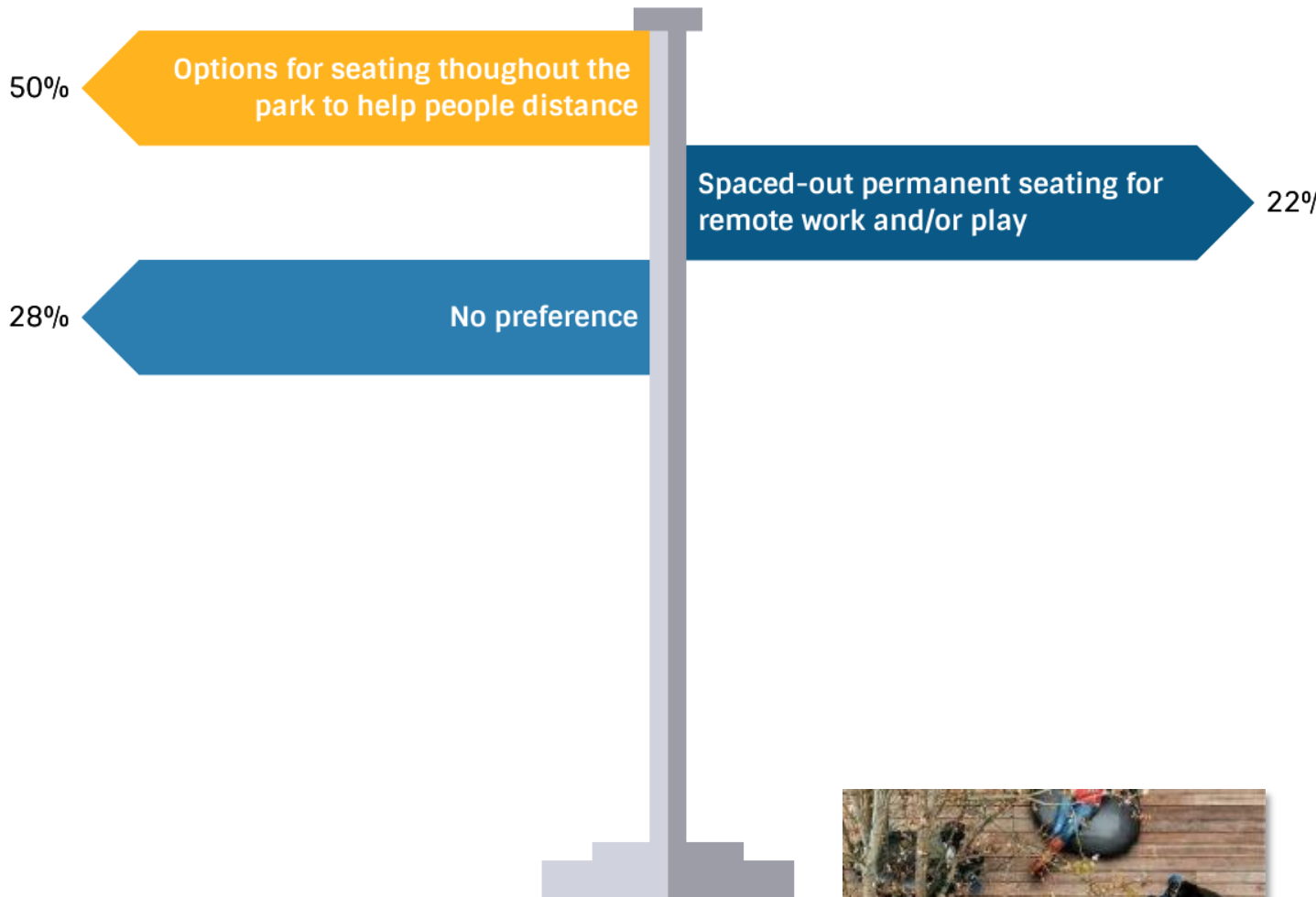
Which seating style do you prefer?



If a children's area should be added, what should it look like?

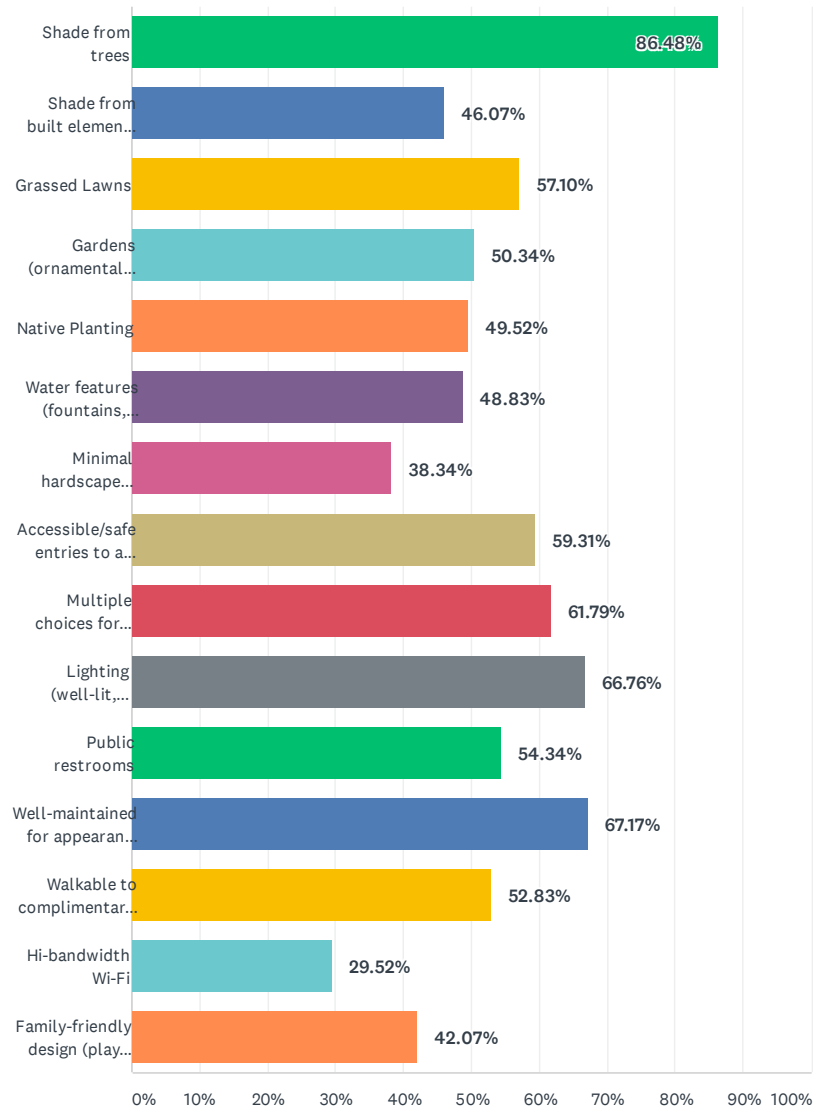


How would you like social distancing to be incorporated into the park?



Q1 Please select any of the following you feel are important to creating a world-class park and public space that you would use?

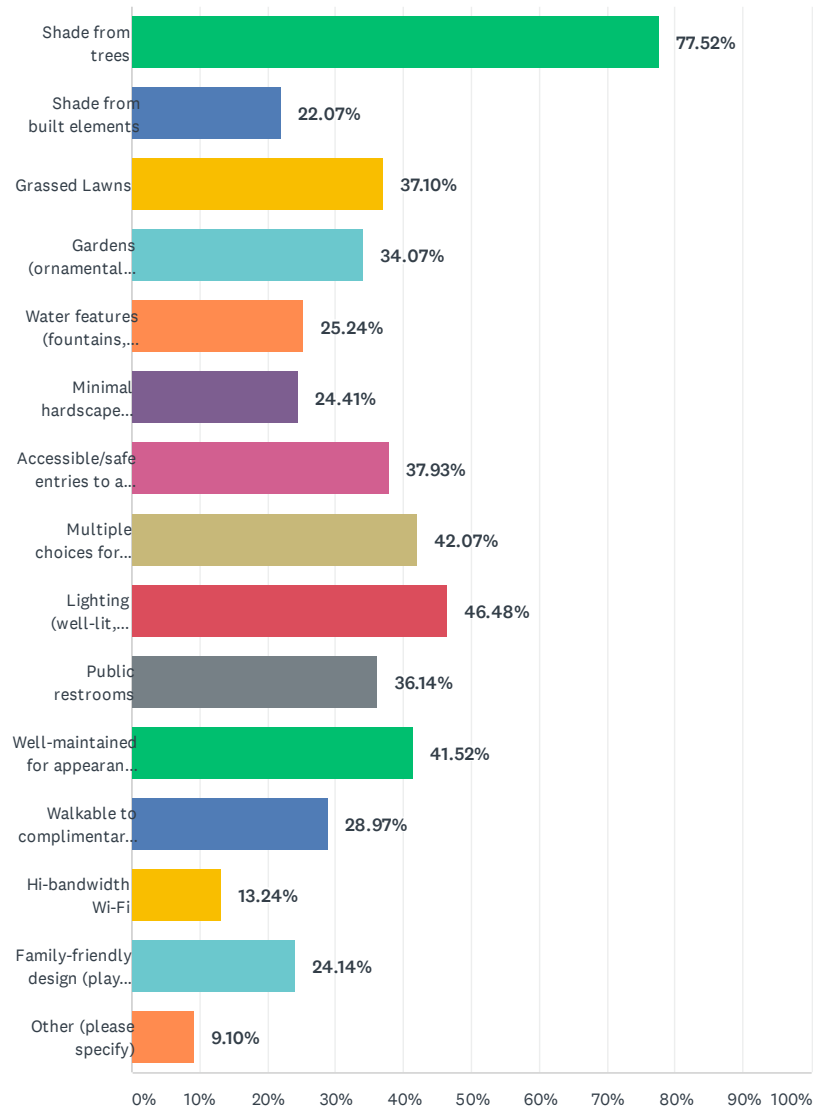
Answered: 725 Skipped: 0



ANSWER CHOICES	RESPONSES	
Shade from trees	86.48%	627
Shade from built elements (roof overhangs, trellises, canopies, etc.)	46.07%	334
Grassed Lawns	57.10%	414
Gardens (ornamental shrubs, flowers, etc.)	50.34%	365
Native Planting	49.52%	359
Water features (fountains, bubblers, interactive)	48.83%	354
Minimal hardscape (other than pathways, small terraces)	38.34%	278
Accessible/safe entries to and from pathways, sidewalks, bike trails, street crossings	59.31%	430
Multiple choices for sitting (chairs, benches, small groups, individually, fixed, moveable)	61.79%	448
Lighting (well-lit, safe, grounds, park and pathways)	66.76%	484
Public restrooms	54.34%	394
Well-maintained for appearance and public health	67.17%	487
Walkable to complimentary uses, activities and events	52.83%	383
Hi-bandwidth Wi-Fi	29.52%	214
Family-friendly design (play, educational, interactive, gathering)	42.07%	305
Total Respondents: 725		

Q2 Of the above, please select below the top 5 that are the most important to you:

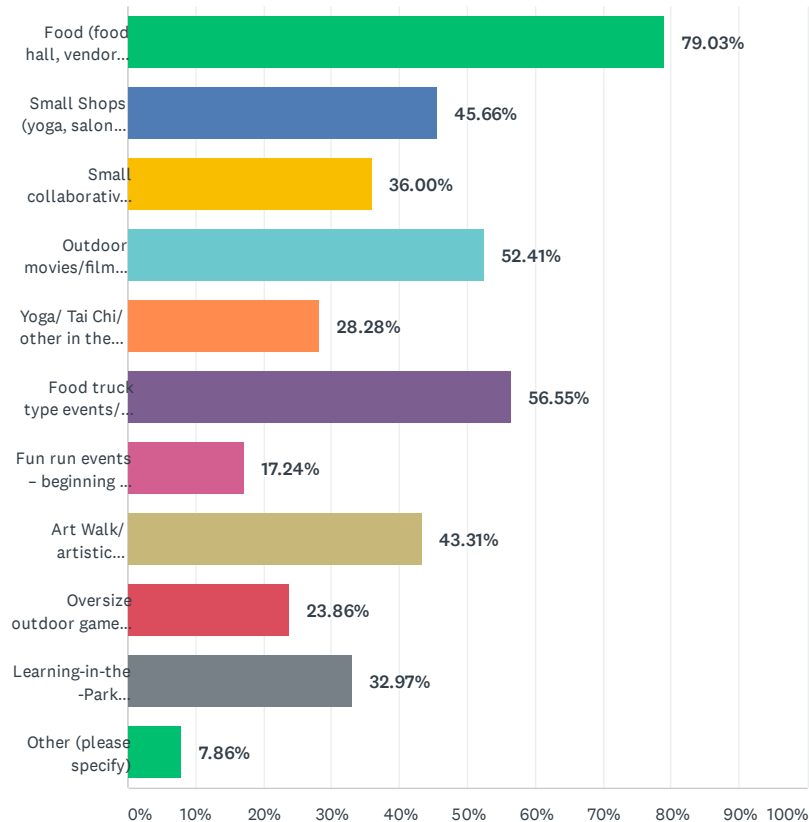
Answered: 725 Skipped: 0



ANSWER CHOICES	RESPONSES	
Shade from trees	77.52%	562
Shade from built elements	22.07%	160
Grassed Lawns	37.10%	269
Gardens (ornamental shrubs, flowers, etc.)	34.07%	247
Water features (fountains, bubblers, interactive)	25.24%	183
Minimal hardscape (other than pathways, small terraces)	24.41%	177
Accessible/safe entries to and from pathways, sidewalks, bike trails, street crossings	37.93%	275
Multiple choices for sitting (chairs, benches, small groups, individually, fixed, moveable)	42.07%	305
Lighting (well-lit, safe, grounds, park and pathways)	46.48%	337
Public restrooms	36.14%	262
Well-maintained for appearance and public health	41.52%	301
Walkable to complimentary uses, activities and events	28.97%	210
Hi-bandwidth Wi-Fi	13.24%	96
Family-friendly design (play, educational, interactive, gathering)	24.14%	175
Other (please specify)	9.10%	66
Total Respondents: 725		

Q3 Small-scale village-like buildings are envisioned to help activate the edges of the park similar to our city's Central Park/Park Avenue experience. Please select which of the following uses you would consider that compliment and integrate with the park?

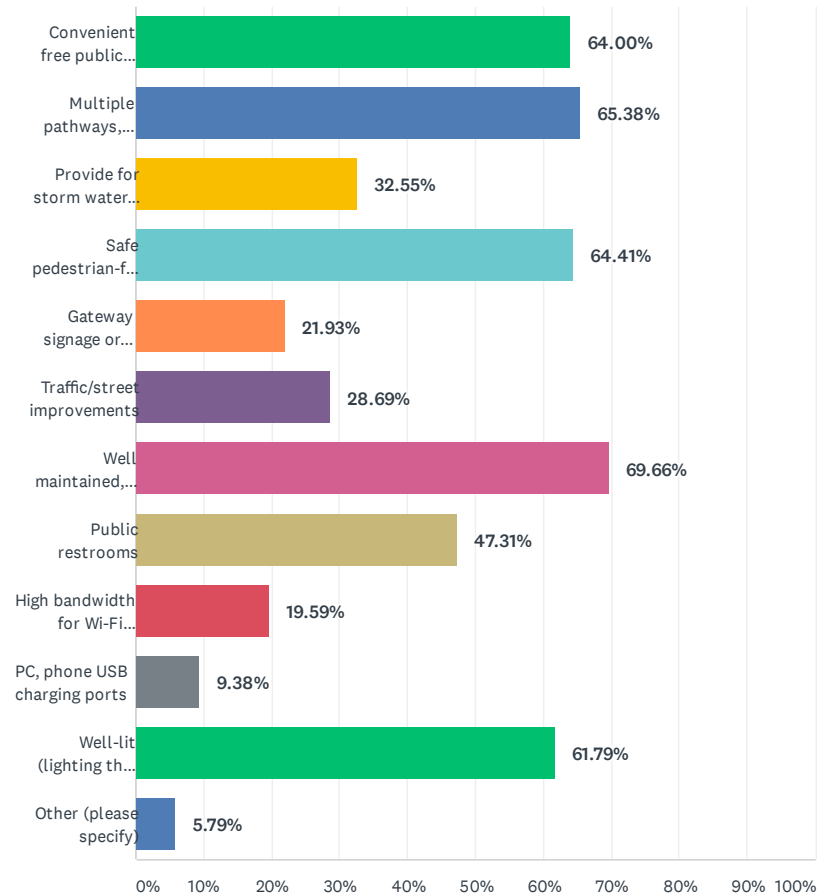
Answered: 725 Skipped: 0



ANSWER CHOICES	RESPONSES	
Food (food hall, vendors, cafe, market, micro-restaurants, rooftop dining/bar overlooking park)	79.03%	573
Small Shops (yoga, salon, art gallery, flowers, bicycles, fitness, garden supplies, etc.)	45.66%	331
Small collaborative workspaces for artisans, entrepreneurs, small business, remote work, learning	36.00%	261
Outdoor movies/film screening, music, entertainment in the Park	52.41%	380
Yoga/ Tai Chi/ other in the Park	28.28%	205
Food truck type events/ beer/ food/ wine tasting if can be accomplished with social distancing	56.55%	410
Fun run events – beginning and ending of races/ walks	17.24%	125
Art Walk/ artistic studios & elements on display	43.31%	314
Oversize outdoor games in the green space	23.86%	173
Learning-in-the-Park nutrition/horticulture/sustainability programs with Mead Botanical Garden, Winter Park Ninth Grade Center	32.97%	239
Other (please specify)	7.86%	57
Total Respondents: 725		

Q4 Please select which of the following you feel are needed to enhance the park and public-space?

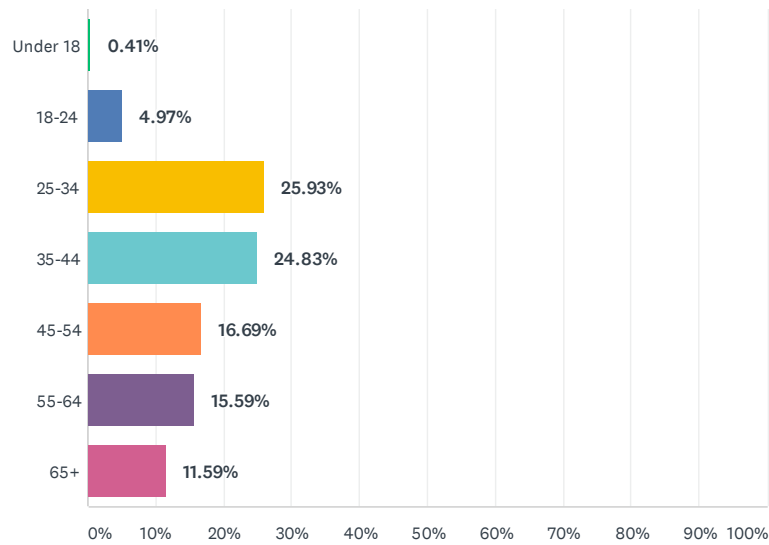
Answered: 725 Skipped: 0



ANSWER CHOICES	RESPONSES	
Convenient free public parking	64.00%	464
Multiple pathways, sidewalks, trails for walking and biking	65.38%	474
Provide for storm water drainage	32.55%	236
Safe pedestrian-friendly street crossings	64.41%	467
Gateway signage or iconic way-finding elements unique to this park	21.93%	159
Traffic/street improvements	28.69%	208
Well maintained, clean	69.66%	505
Public restrooms	47.31%	343
High bandwidth for Wi-Fi connections	19.59%	142
PC, phone USB charging ports	9.38%	68
Well-lit (lighting that is done successfully and integrated into the project)	61.79%	448
Other (please specify)	5.79%	42
Total Respondents: 725		

Q5 Please select your age group:

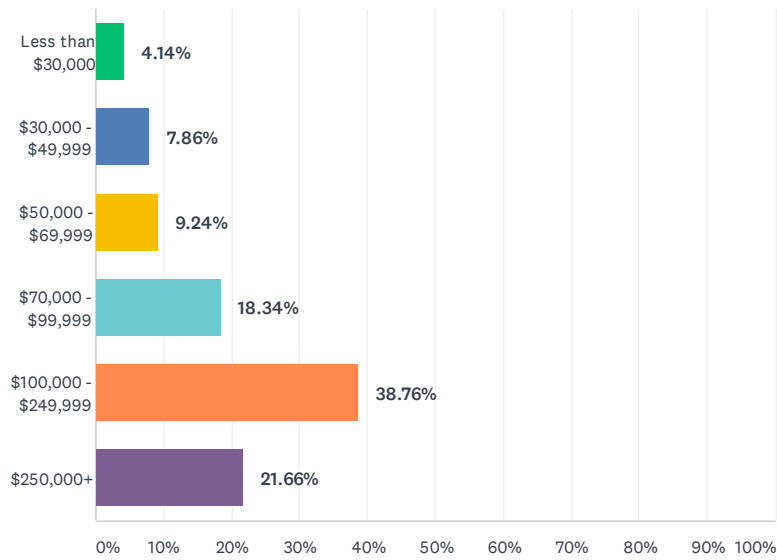
Answered: 725 Skipped: 0



ANSWER CHOICES	RESPONSES	
Under 18	0.41%	3
18-24	4.97%	36
25-34	25.93%	188
35-44	24.83%	180
45-54	16.69%	121
55-64	15.59%	113
65+	11.59%	84
TOTAL		725

Q6 What is your median household income?

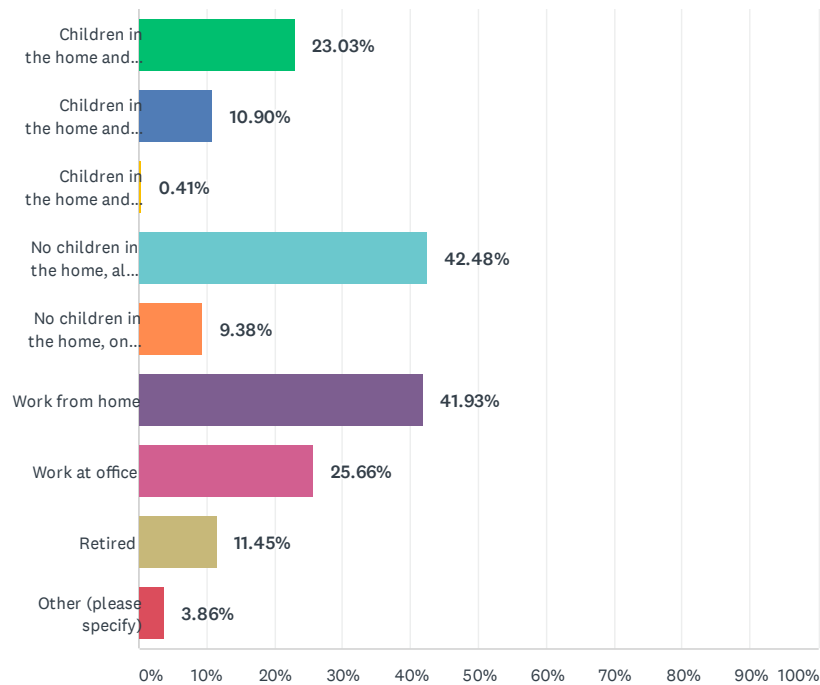
Answered: 725 Skipped: 0



ANSWER CHOICES	RESPONSES	
Less than \$30,000	4.14%	30
\$30,000 - \$49,999	7.86%	57
\$50,000 - \$69,999	9.24%	67
\$70,000 - \$99,999	18.34%	133
\$100,000 - \$249,999	38.76%	281
\$250,000+	21.66%	157
TOTAL		725

Q7 Please check all that apply for your home:

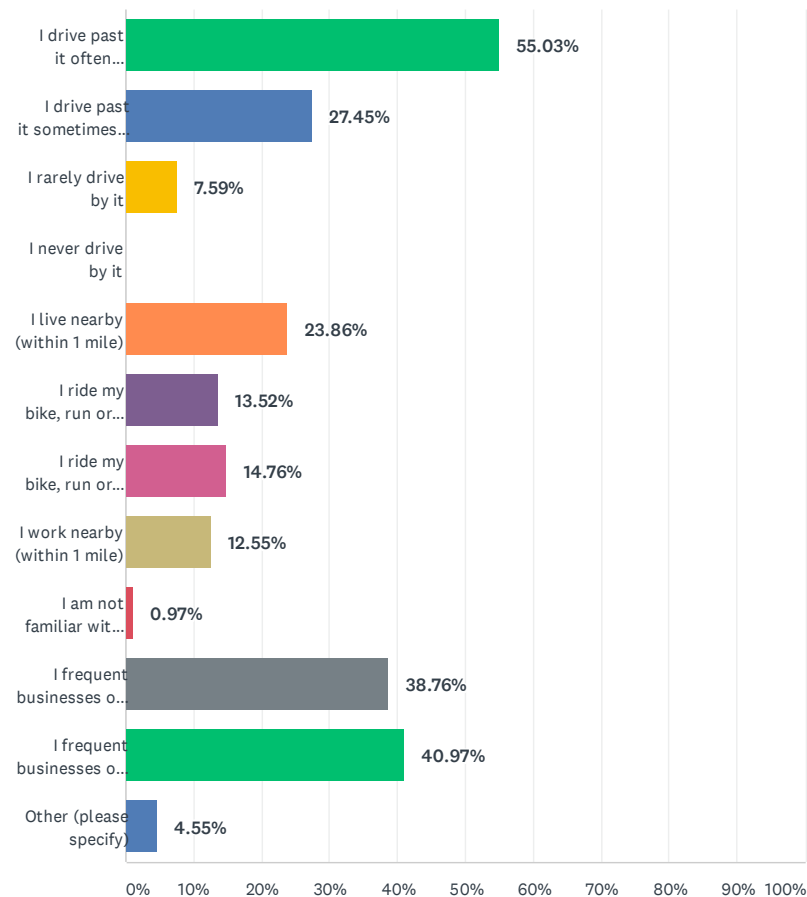
Answered: 725 Skipped: 0



ANSWER CHOICES	RESPONSES	
Children in the home and both parents work	23.03%	167
Children in the home and one parent is stay-at-home	10.90%	79
Children in the home and both parents are stay-at-home	0.41%	3
No children in the home, all adults work	42.48%	308
No children in the home, one or more adults is stay-at-home	9.38%	68
Work from home	41.93%	304
Work at office	25.66%	186
Retired	11.45%	83
Other (please specify)	3.86%	28
Total Respondents: 725		

Q8 The property is located along the intersection of Denning Drive and Orange Avenue. Please tell us if and how you are familiar with the property. Please check all that apply.

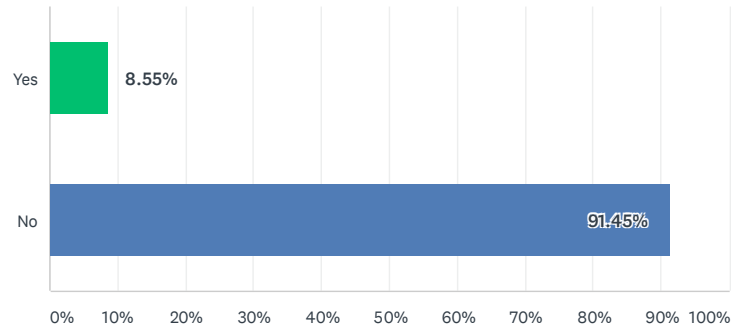
Answered: 725 Skipped: 0



ANSWER CHOICES	RESPONSES	
I drive past it often (multiple times each week)	55.03%	399
I drive past it sometimes (a few times each week)	27.45%	199
I rarely drive by it	7.59%	55
I never drive by it	0.00%	0
I live nearby (within 1 mile)	23.86%	173
I ride my bike, run or walk past it during the week	13.52%	98
I ride my bike, run or walk past it on the weekend	14.76%	107
I work nearby (within 1 mile)	12.55%	91
I am not familiar with the property	0.97%	7
I frequent businesses or other places in the area during the week	38.76%	281
I frequent businesses or other places in the area on the weekend	40.97%	297
Other (please specify)	4.55%	33
Total Respondents: 725		

Q9 Do any members of your household have a disability (visually, hearing, physical movement, wheelchair, walking), or related to what is referred to as an ADA disability (American Disabilities Act)?

Answered: 725 Skipped: 0



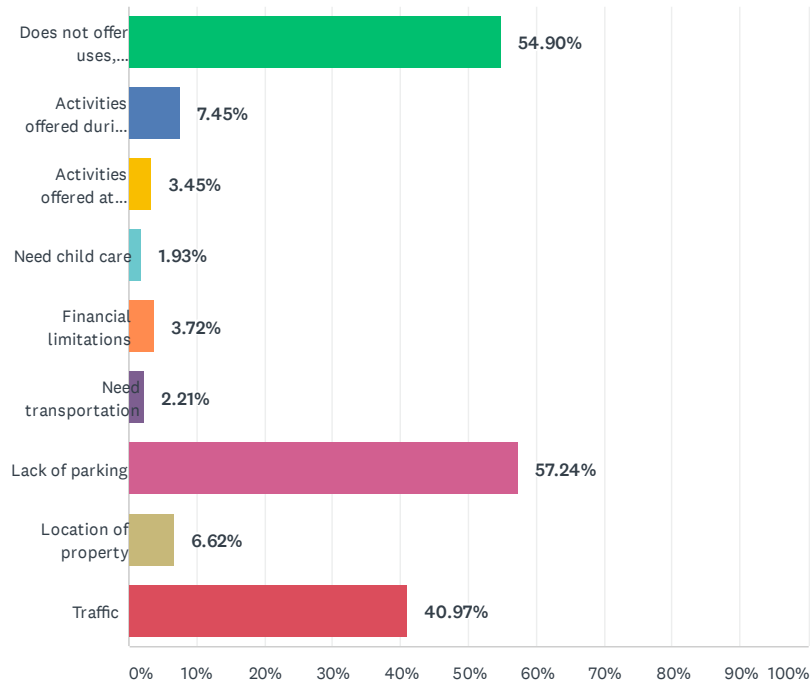
ANSWER CHOICES	RESPONSES	
Yes	8.55%	62
No	91.45%	663
TOTAL		725

Q10 If you answered "Yes" to the above question, please provide what type of accommodation is needed to serve the disability in your household?

Answered: 167 Skipped: 558

Q11 What are some barriers that would keep you from going to visit this property?

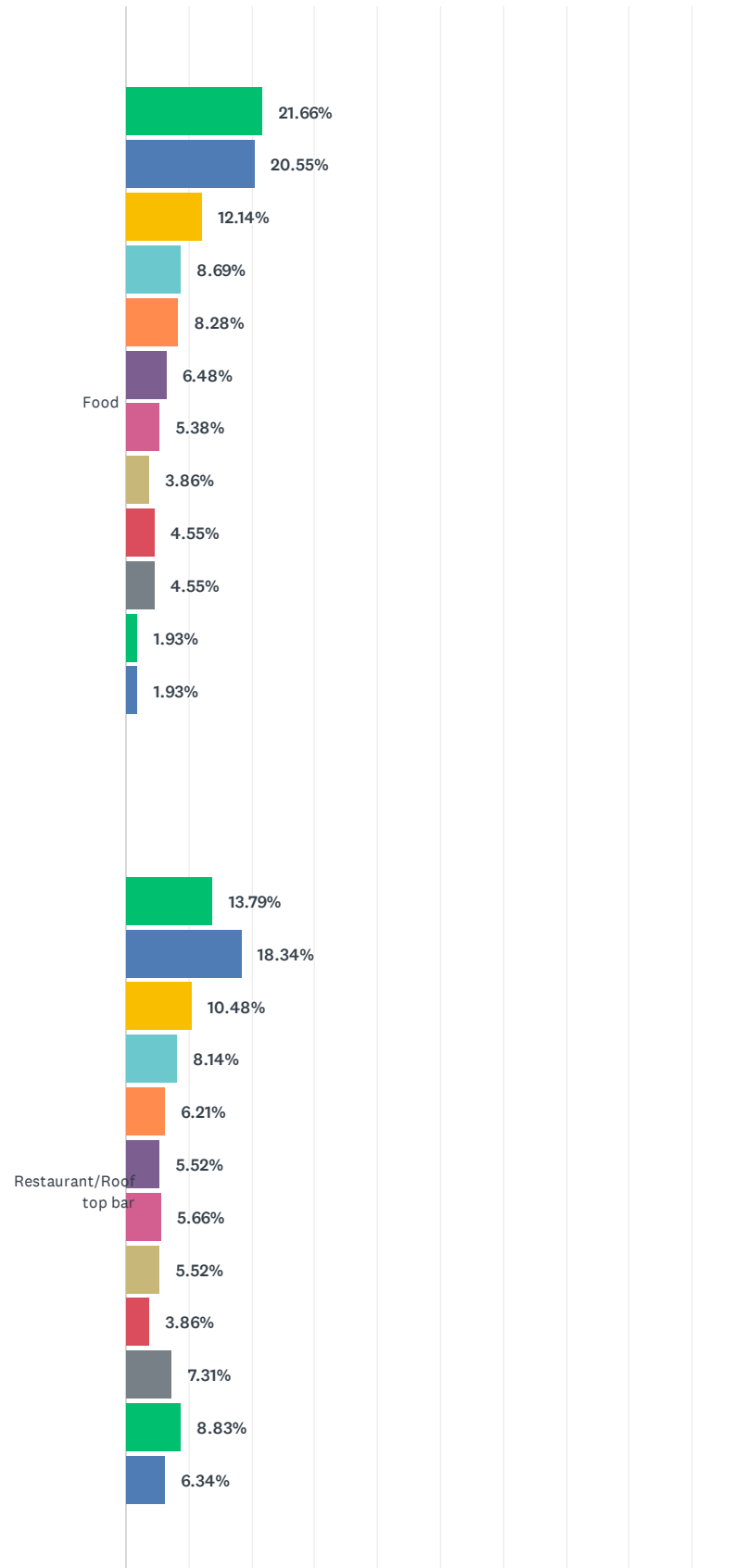
Answered: 725 Skipped: 0

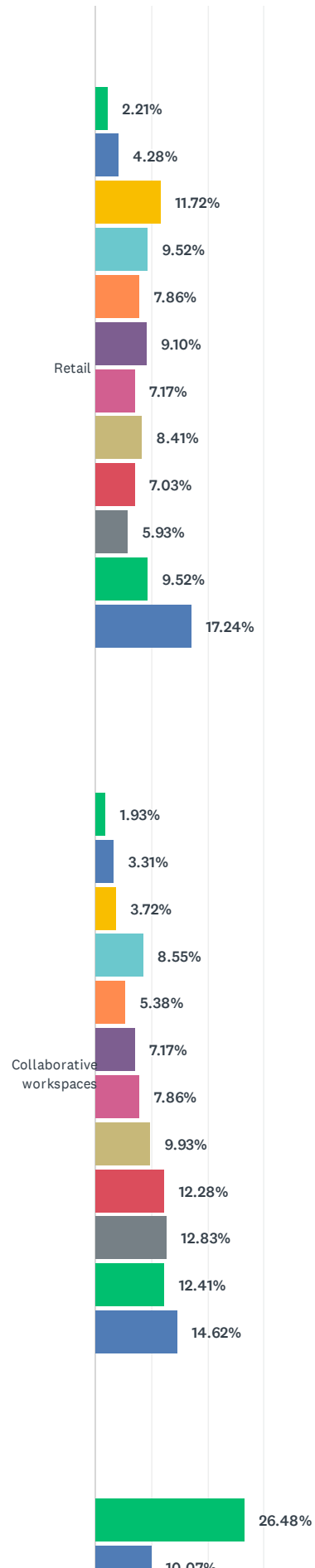


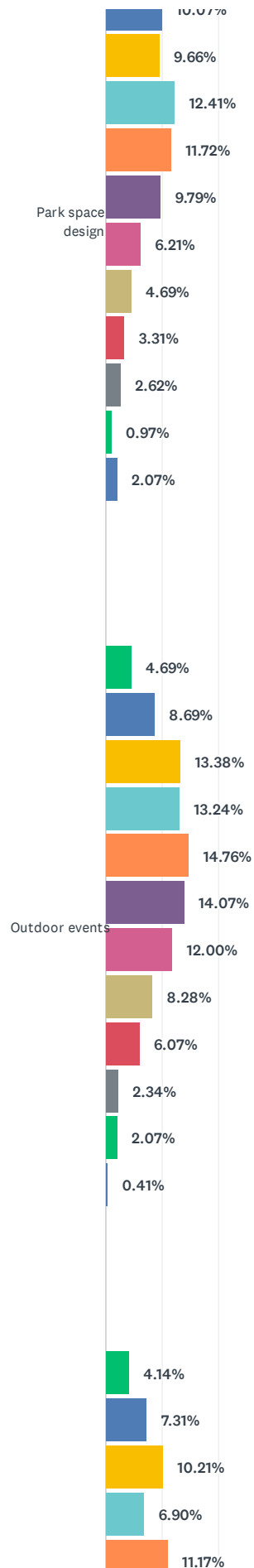
ANSWER CHOICES	RESPONSES	
Does not offer uses, activities or events I am interested in	54.90%	398
Activities offered during the day	7.45%	54
Activities offered at night	3.45%	25
Need child care	1.93%	14
Financial limitations	3.72%	27
Need transportation	2.21%	16
Lack of parking	57.24%	415
Location of property	6.62%	48
Traffic	40.97%	297
Total Respondents: 725		

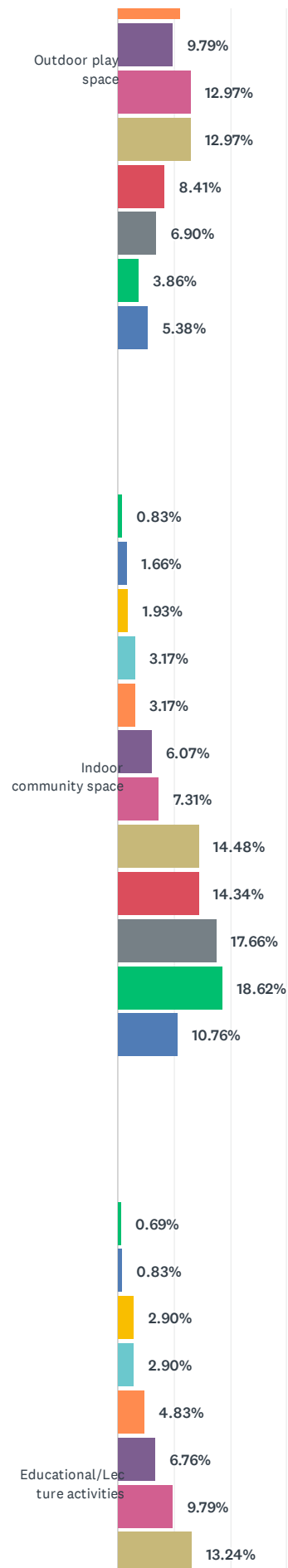
Q12 Please prioritize the community spaces and services needed in this area (1 being the highest priority, 12 being the lowest priority):

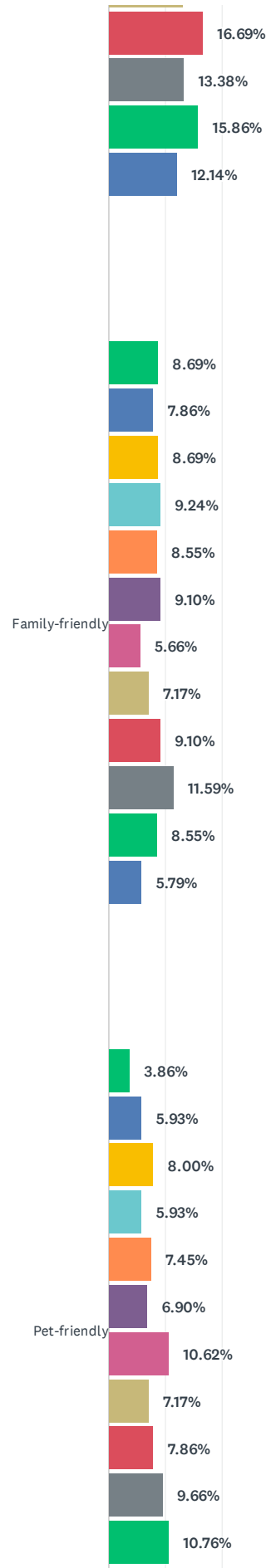
Answered: 725 Skipped: 0

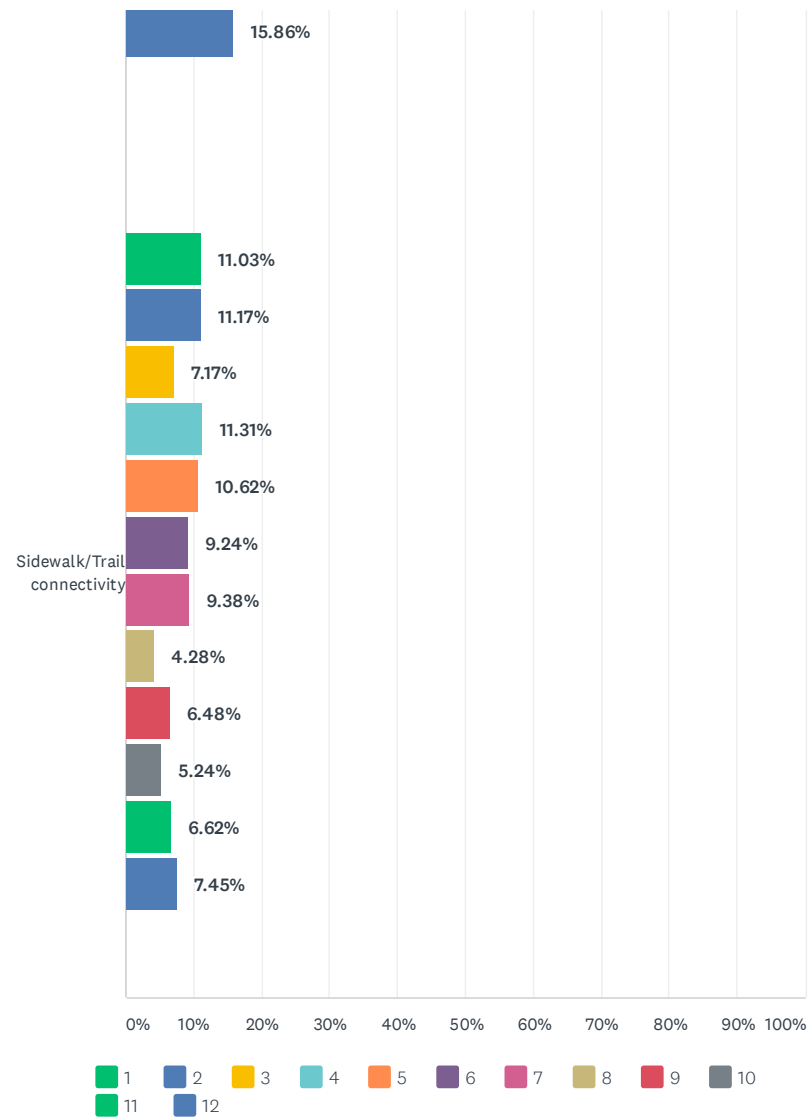








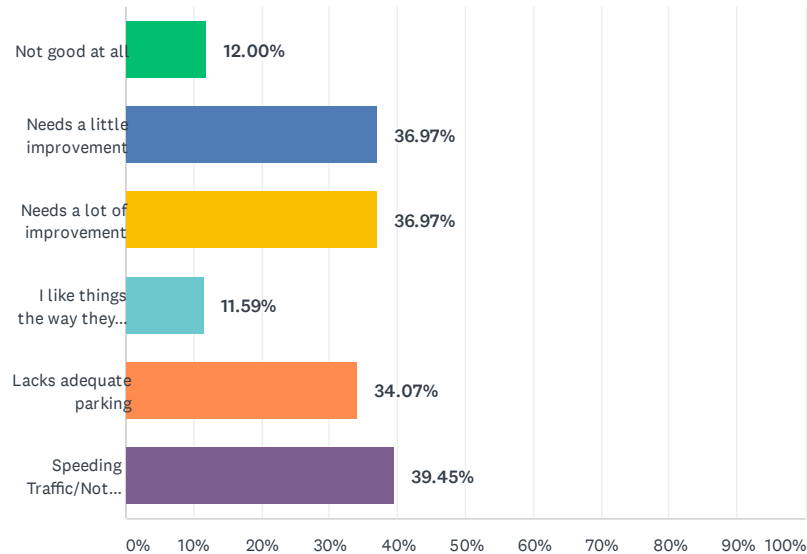




	1	2	3	4	5	6	7	8	9	10	11	12	1
Food	21.66% 157	20.55% 149	12.14% 88	8.69% 63	8.28% 60	6.48% 47	5.38% 39	3.86% 28	4.55% 33	4.55% 33	1.93% 14	1.93% 14	
Restaurant/Rooftop bar	13.79% 100	18.34% 133	10.48% 76	8.14% 59	6.21% 45	5.52% 40	5.66% 41	5.52% 40	3.86% 28	7.31% 53	8.83% 64	6.34% 46	
Retail	2.21% 16	4.28% 31	11.72% 85	9.52% 69	7.86% 57	9.10% 66	7.17% 52	8.41% 61	7.03% 51	5.93% 43	9.52% 69	17.24% 125	
Collaborative workspaces	1.93% 14	3.31% 24	3.72% 27	8.55% 62	5.38% 39	7.17% 52	7.86% 57	9.93% 72	12.28% 89	12.83% 93	12.41% 90	14.62% 106	
Park space design	26.48% 192	10.07% 73	9.66% 70	12.41% 90	11.72% 85	9.79% 71	6.21% 45	4.69% 34	3.31% 24	2.62% 19	0.97% 7	2.07% 15	
Outdoor events	4.69% 34	8.69% 63	13.38% 97	13.24% 96	14.76% 107	14.07% 102	12.00% 87	8.28% 60	6.07% 44	2.34% 17	2.07% 15	0.41% 3	
Outdoor play space	4.14% 30	7.31% 53	10.21% 74	6.90% 50	11.17% 81	9.79% 71	12.97% 94	12.97% 94	8.41% 61	6.90% 50	3.86% 28	5.38% 39	
Indoor community space	0.83% 6	1.66% 12	1.93% 14	3.17% 23	3.17% 23	6.07% 44	7.31% 53	14.48% 105	14.34% 104	17.66% 128	18.62% 135	10.76% 78	
Educational/Lecture activities	0.69% 5	0.83% 6	2.90% 21	2.90% 21	4.83% 35	6.76% 49	9.79% 71	13.24% 96	16.69% 121	13.38% 97	15.86% 115	12.14% 88	
Family-friendly	8.69% 63	7.86% 57	8.69% 63	9.24% 67	8.55% 62	9.10% 66	5.66% 41	7.17% 52	9.10% 66	11.59% 84	8.55% 62	5.79% 42	
Pet-friendly	3.86% 28	5.93% 43	8.00% 58	5.93% 43	7.45% 54	6.90% 50	10.62% 77	7.17% 52	7.86% 57	9.66% 70	10.76% 78	15.86% 115	
Sidewalk/Trail connectivity	11.03% 80	11.17% 81	7.17% 52	11.31% 82	10.62% 77	9.24% 67	9.38% 68	4.28% 31	6.48% 47	5.24% 38	6.62% 48	7.45% 54	

Q13 How would you describe the quality of the buildings and public spaces in this area?

Answered: 725 Skipped: 0



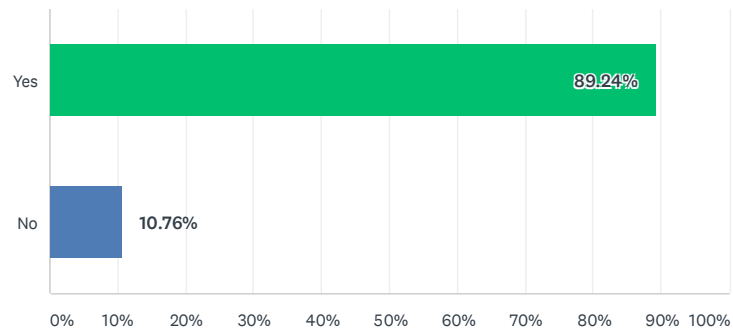
ANSWER CHOICES	RESPONSES	
Not good at all	12.00%	87
Needs a little improvement	36.97%	268
Needs a lot of improvement	36.97%	268
I like things the way they are now	11.59%	84
Lacks adequate parking	34.07%	247
Speeding Traffic/Not Pedestrian Friendly	39.45%	286
Total Respondents: 725		

Q14 Please provide any additional comments or ideas that you feel will assist the City and City Commissioners understand what the ideal transformation of the Progress Point property is for you.

Answered: 725 Skipped: 0

Q15 Do you live and/or work in the Winter Park area?

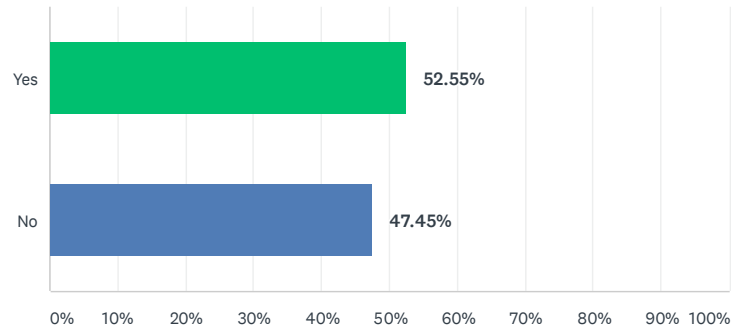
Answered: 725 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	89.24%	647
No	10.76%	78
TOTAL		725

Q16 Do you live and/or work near the intersection of Denning Drive and Orange Avenue?

Answered: 725 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	52.55%	381
No	47.45%	344
TOTAL		725



RFP DRAFT

Redevelopment of City Owned Land

(A.k.a. Progress Point)



Aerial of City Owned Land looking north.

I. Summary of Development Opportunity

The City of Winter Park, Florida (the “City”) is seeking Requests For Proposals (“RFP”) from qualified respondents to partner with the City to transform a ±3.54 acre city-owned property known as Progress Point into a new, world-class ±1.5 acre park (“Park”) that is activated by village-scale mixed-use buildings (“Buildings”) and a regional parking garage (“Parking”). The Park, Buildings and Parking are the anticipated elements that will constitute the “Project”.

Proposals and qualifications submitted to the City shall describe their ability to incorporate the City’s Redevelopment Guidelines and Action Plan (“Guidelines”). The City Guidelines for the site are a part of a large-scale Overlay District known as the Orange Avenue Overlay (OAO). The specific guidelines for the development of this site, (referenced as Subarea “C” in the OAO) are available [on the City website at https://cityofwinterpark.org/departments/planning-transportation/](https://cityofwinterpark.org/departments/planning-transportation/). The Guidelines are a key part of the City’s intent to work with a private and/or non-profit development partner to develop, own, finance, construct and operate the Buildings and potentially the Garage portion of the Project and to explore ways to assist the City with the realization of the Project. Currently, the City has drafted the Guidelines, including the Park’s schematic design, pad-ready Buildings development area, Parking area, design guidelines, preliminary soil borings and groundwater testing, civil engineering construction documents for realigning a portion of Palmetto Avenue from Cypress Avenue to South Denning Avenue, and a rough order of magnitude of cost for the public elements of the Project. The realignment of Palmetto Avenue will enlarge the current area of contiguous land for the new Park, Buildings and Parking. The proposed Parking element of the Project will provide an adequate supply of public and private parking. This is crucial to this area’s future success as a vibrant destination for the Park, Buildings and surrounding mix of commercial businesses, including commercial, health, wellness, office and residents. The Parking constructed will be required to provide excess parking spaces that must be available to lease to small businesses in the surrounding area.

The City’s transformation of this City-owned land and proposed redevelopment will dramatically transform and increase the asset value of this strategic Winter Park gateway as a new cornerstone property for the City and Orange Avenue corridor.. A key aspect of the City’s evaluation for a potential partner will include its response to the following aspects:

- The fair market financial value the respondent will pay the City for the rights to develop the Buildings and how that value is allocated to the land for Buildings and Parking as described in the Guidelines;
- The respondent’s understanding and approach to incorporate the City’s Guidelines;
- The respondent’s ability to pay for and finance the Buildings and Parking portion of the land under a ground lease versus a land sale;
- The respondents design and proposed uses of the Buildings, with emphasis on how the architecture and uses create a shared synergy with the Park area.

The City is seeking to select a qualified Development Team to design the defined portion of the site and work closely with the City through the Request for Proposal process described herein. In addition to the Park, Buildings and Parking, the City’s Guidelines further describe the City’s plans for a new network of trails and greenways to form a network of greater connectivity and mobility for this site with other City parks and destinations. As described by Professor Bruce Stephenson of Rollins College, this Project anchors the opportunity to create a citywide “Emerald Necklace” of new public pathways/greenways to other parks including Mead Botanical Garden, Martin Luther King, Jr. Park, and Central Park.

The City has spent considerable time with the community, surrounding businesses and residents to define the Park, Buildings and Parking in terms of size, location and boundaries to guide and enhance the redevelopment opportunities under this RFP process through:

City and Community Support. Based on the guidance and directives from the City Commission and City Administration that defined the size, location and boundaries of the Park, Buildings and Parking, a detailed community engagement process was created to integrate redevelopment with Winter Park's unique brand and attributes using an in-depth community survey and live charrette (more than 750 participants); discussions with surrounding businesses and residents; historic research of similar type parks; market data; and private/non-profit investment interest. This was applied by the City to create the "Redevelopment Guidelines and Action Plan" ("Guidelines"). Collectively, this input advanced the early vision framework that was further researched and refined to create a set of Guidelines to transform this gateway into a world-class Park and public destination.

The City has a proven track record in supporting redevelopment by partnering with private developers and businesses. This is evident in the numerous City funding grants and incentives supporting redevelopment projects throughout the City over many years including the public-private-partnership that designed and built the Winter Park Chamber of Commerce building; local, state and federal funding for the SunRail/Amtrak Station; and the public-private parking garage in partnership with the Genius Foundation's mixed-use building located on Park Avenue at the northern end of downtown Central Park.

Flexibility. The City supports flexible adaptation of public-private partnership developments that can enhance value to the City. The City will consider proposals including ideas that integrate the private/non-profit sectors approach to integrate City costs for this Project that benefit the Buildings component including realignment of Palmetto Avenue, Parking and the Park. In responses to this Request for Proposals (RFP), respondents are required to address specific details outlined within this document, including but not limited to a specific program proposal, a financial plan, and a detailed management structure for construction and property management of the Buildings component and potential other elements of the Project. The City intends to select one or more teams to enter negotiations to reach a development agreement, with a preferred development partner being selected as soon as possible.

II. Orange Avenue Corridor Poised for Transformation

Project Goals

As part of the City's vision for the Orange Avenue Corridor, Progress Point was identified by the Commission as a major opportunity to strengthen the vibrancy of this important gateway and surrounding businesses and residents. The successful redevelopment of this site represents an important point of connection between the Orange Avenue Corridor and the rest of Winter Park.

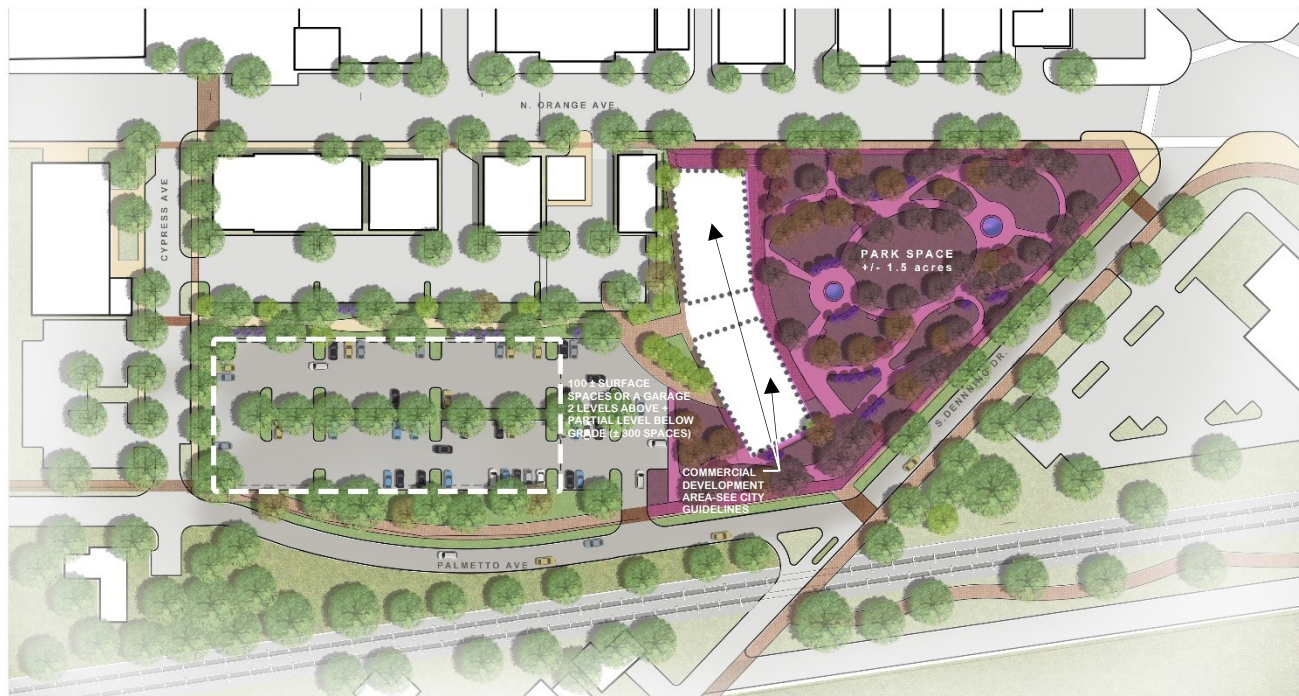
The City has expressed five major project goals for the redevelopment of this City-owned land as listed below.

- 1. Nurtures Winter Park's placemaking brand of integrating nature and village-scale development that is vibrant, innovative, and rooted in the assets of its local residents and businesses.** The City expects this redevelopment will respect and grow the quality of the City's unique attributes and special features of Winter Park while remaining relevant to today's social gathering places like Foxtail Coffee Co. and Shady Park in Winter Park, Plant Street Market/Brewery in Winter Garden, East End Market in Orlando, and Boxi Park in Lake Nona.
- 2. Supports activation of the new Park.** The City's Guidelines are anchored by a new world-class park, which will draw people not just because of the park but do so out of impulse to experience a complementary mix of small scale transparent building spaces that connect and extend the park experience with a series of broad and open entrances to food, drinks, galleries, fitness, wellness, and studios for creative workspaces. The Park, Buildings, Parking, trails and greenways will offer the area a new rendezvous destination increasing Winter Park's inside-outside socially inclusive and purposed public spaces. This can benefit adjacent properties and ensure the park fosters a cohesive social environment that is reflective of Winter

Park's community history and identity.

3. **Improving connections between the Park and surrounding businesses, residents and visitors.** Project will incorporate the City's plan for new mobility improvements including trails, greenways, public street crossings and bus transit stop to enhance the pedestrian experience for businesses, residents and visitors. This knitting together of community encourages civic places that are accessible, locally organized, inclusive, and support network building that accelerates much needed gentrification of the area.
4. **Setting a precedent for future Downtown development.** Progress Point is about transformational placemaking, and the City expects that redevelopment of neighboring properties will follow and be instrumental in the creation of a cohesive vision for a more vibrant Orange Avenue Corridor.
5. **Generating a financial return for the City.** It is the City's desire to retain ownership of the land in perpetuity. The City expects to generate revenues from the disposition and redevelopment of the property, including both revenues from leasing of the parcels and new tax revenues from the Buildings and gentrification of the surrounding area.

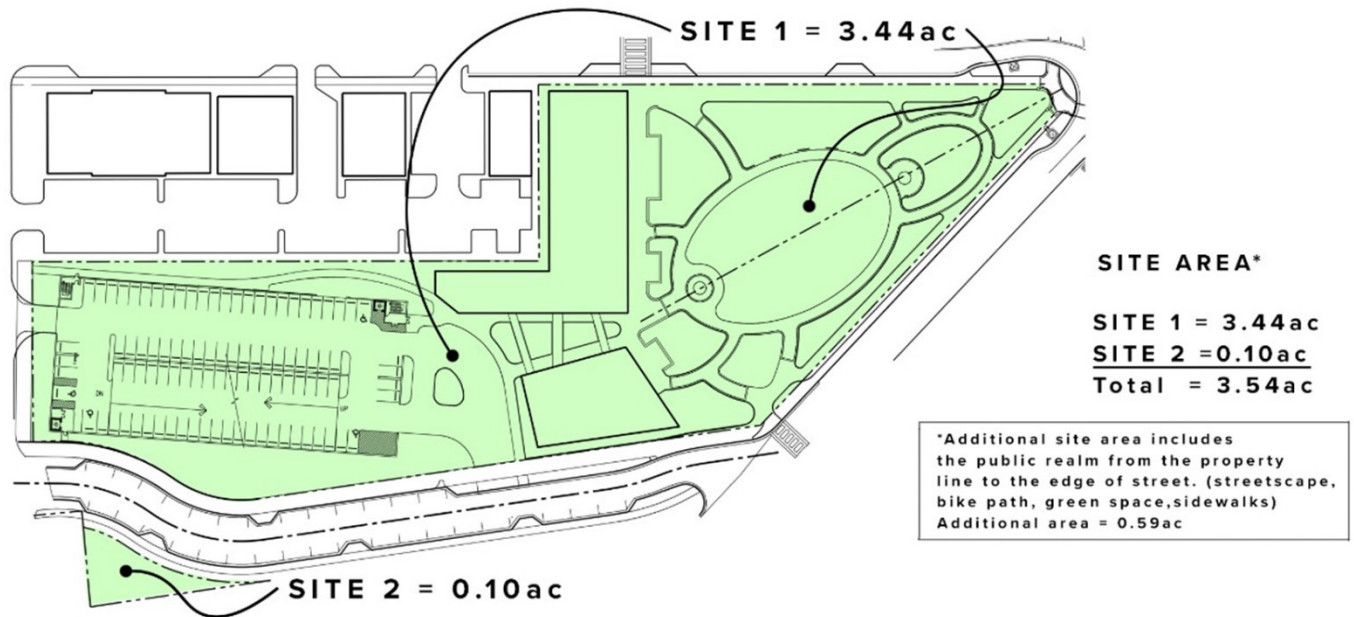
Vision Framework Early Commission Work Sessions



Connecting Our Parks & Greenways

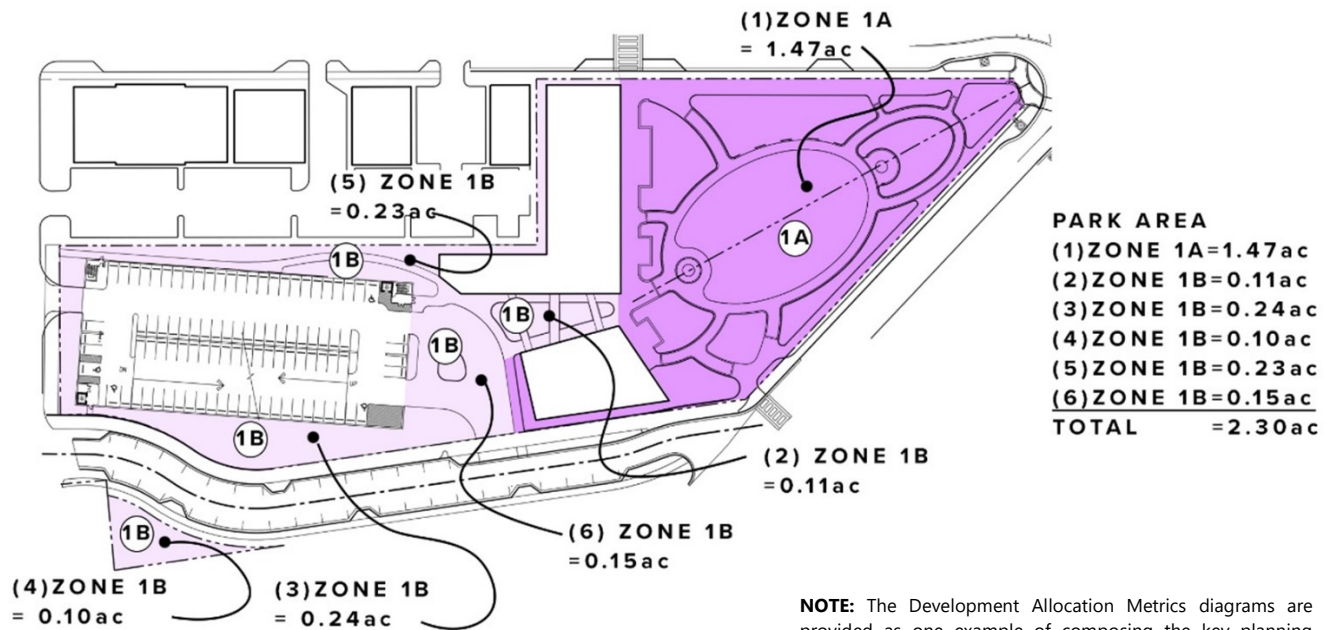


DEVELOPMENT ALLOCATION METRICS

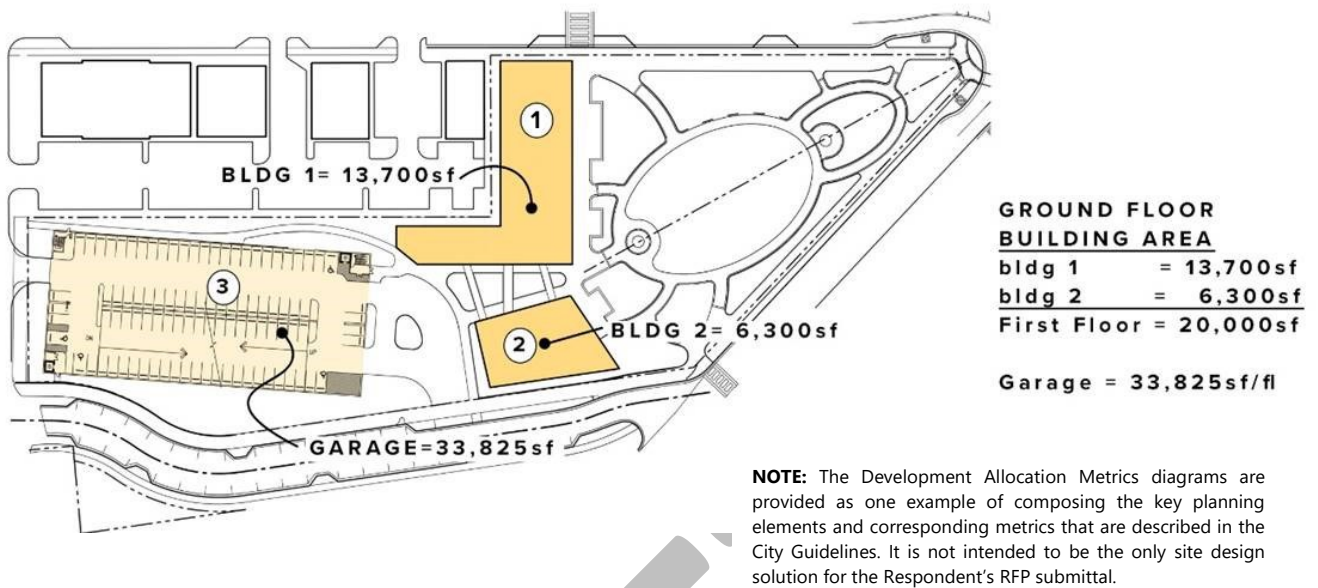


DEVELOPMENT ALLOCATION METRICS

Park Areas



NOTE: The Development Allocation Metrics diagrams are provided as one example of composing the key planning elements and corresponding metrics that are described in the City Guidelines. It is not intended to be the only site design solution for the Respondent's RFP submittal.



III. Regulatory Framework

ZONING CONTEXT

The property has a future land use plan designation based on the City's newly adopted Orange Avenue Overlay District. High-quality urban design and architecture is required per the City's Guidelines for Progress Point. The allowable FAR is per the City Guidelines. Uses have no minimum parking requirements. Refer to the [City's Guidelines](#) for additional details.

Respondents should propose development concepts that harmonize with existing and proposed adjacencies, encourage activation and public connections to the park, and create proper context with the commercial district and its buildings.

IV. RFP Design & Proposal Criteria

The Criteria established herein will be used to create the Final RFP Document sent out by the City of Winter Park Procurement Division, which meets all established City requirements, submittal format and all other City of Winter Park and State of Florida standards for proper solicitation, formatting, requirements for submittal and criteria for the proper review of RFP submittals.

Cover Letter. Responding teams should prepare a cover letter stating their interest in the opportunity, summarizing the suitability of the assembled team and the materials presented to support the RFP response. This letter should also identify the primary contact person for the respondent organization.

Team Introduction and Experience. Respondents should include a description of the development team, the firms' experience and qualifications, and relevant personnel experience and qualifications. The following aspects should be included:

- a. *Development Team.* Description of the key firm(s) comprising the team, including architects, engineers, and other relevant consultant teams, and the role of each in the project. In this section, respondent teams should include: a description of each key organization, its mission, a chart summarizing the overall team structure, and key firm management. For teams led by a joint

venture, include the structure, percentage of ownership held by each lead, and the intended role (e.g., co-developer, limited partner, general partner).

- b. *Operators.* For all uses proposed, respondents should provide detailed information on prospective operating partners, including letters of intent or interest to demonstrate feasibility.
- c. *Firm Experience and Qualifications.* Respondents should include examples of projects that demonstrate the team's experience with the proposed development program (parks, mixed-use, food halls, micro-restaurants, retail, cultural, shared work space, health and wellness) and, if applicable, experience in development partnerships with public and non-profit sector partners. For all projects submitted as examples of relevant previous experience, respondents should provide:
 - i. Project location.
 - ii. Project size and program description.
 - iii. The respondent member's role in the project.
 - iv. Project completion date or expected completion date.
 - v. Public sector involvement, if any.
 - vi. Total project cost and financing structure, if available.
 - vii. A representative image or images of the project.
- d. *Personnel Experience and Qualifications.* Respondents should demonstrate that their teams include personnel with the experience and expertise necessary to deliver a high-quality mixed-use development. Teams should include resumes for identified key personnel within the proposed team, including qualifications (within the current firm or in previous roles).

Development Plan. Teams should include a description of their vision for redeveloping the site as identified in the Guidelines. Respondents should include a development narrative, a vertical development concept, and their approach to a successful public/private partnership if appropriate.

- a. *Development Narrative.* Respondents should provide a narrative accompanied by renderings, illustrations, or simple diagrams to articulate the development approach. The inclusion of these visual representations is required. This section should cover at least the following aspects:
 - i. An overall vision for the site that articulates the vision and preliminary concept, proposed program, design and massing approach, ground floor uses and site integration with the adjacent Park, site and surrounding urban fabric including Orange Avenue and South Denning Avenue and Parking Garage.
 - ii. An approach incorporating good urban design that enhances the attractiveness of surrounding built environment; and
 - iii. Proposed development timeline The overall timeline should include, but not be limited to, the following key project milestones:
 - 1. Projected Project start date;
 - 2. Due diligence and pre-development activities;
 - 3. Construction timeline; and
 - 4. Estimated Date of Completion and Occupancy.

Financial Criteria. Financial Feasibility. Includes the feasibility of the financial plan and assumptions, and the ability to secure financing. Financial Offer. The financial offer will be evaluated based on the fiscal impact to the City.

Development Plan. Teams should include a description of their vision for redeveloping the site or sites.

Respondents should include a development narrative, a vertical development concept, and their approach to a successful public-private-partnership if appropriate.

- e. *Development Narrative.* Respondents should provide a narrative accompanied by renderings, illustrations, or simple diagrams to articulate the development approach. The inclusion of these visual representations is required. This section should cover at least the following aspects:
 - i. An overall vision for the site that articulates the vision and preliminary concept, proposed program, design and massing approach, ground floor uses and site integration with the adjacent Park, site and surrounding urban fabric including Orange Avenue and South Denning Avenue and Parking Garage.
 - ii. An approach incorporating good urban design that enhances the attractiveness of surrounding built environment; and
 - iii. Proposed development timeline The overall timeline should include, but not be limited to, the following key project milestones:
 - 1. Project start;
 - 2. Due diligence and pre-development activities;
 - 3. Construction start and duration; and
 - 4. Initial occupancy.
 - f. *Vertical Development Program & Design Approach.* Teams should include a detailed proposed vertical development program and design approach for the privately owned Buildings. This section should include:
 - i. A description of how the proposed program fits into the adjacent context and overall development vision.
 - ii. A narrative description of the character of the space including how ground floor, potential second floor and potential rooftop uses accomplish the City Guidelines and desire for complimentary uses that integrate with the Park, and approximate total leasable and building gross square footages. If prospective tenants or operators have been identified, letters of intent or interest may be included to demonstrate feasibility.
 - g. *Approach to Public Partners.* Teams should include their approach to working with public stakeholders, including:
 - i. Approach to working with the City on the integration of the private development with the Park, Parking and related infrastructure including drainage, including strategy to help the City manage its portions of implementing the Project.
 - ii. If applicable, approach to drafting a Pre-Development Agreement with the City to be used as a preliminary basis for the future operating agreement and ground lease document.
- 2. Financial Plan.** Teams should provide information on their financial plan. This section should include evaluation of the financial feasibility of their proposal, all assumptions, a description of how they have will effectively secure and leverage significant funding streams from public and private sources, and their experience in assembling financing packages for mixed-use developments. The following aspects should be included:
- a. *Pro Forma.* Teams must provide a pro forma cash flow for the Buildings for a period lasting through the first ground rent reset or the first 10 years, whichever term is longer, including at a minimum:
 - i. *Program and Income Assumptions* such as operating revenues and expenses, development costs, and exit assumptions.
 - ii. *Source Assumptions* such as sources of equity, debt, and subsidies.

- iii. *Use Assumptions* including all hard and soft costs.
- iv. *Preliminary Construction and Permanent Financing Assumptions.*
- v. *Project Schedule and Timing Assumptions* including expected start date, stabilization, and key intermediate milestones.
- b. *Equity and Debt Sources.* Teams should include descriptions of equity and debt sources for financing this project. This should include each investor's equity commitment to the project (including letters of commitment), and satisfactory evidence of respondent's ability to secure project debt (including tentative letters of commitment from prospective lenders).
- c. *Construction Costs.* To the extent available, teams should include a general description of all estimated construction costs, including hard and soft costs,

Tenant and Leasing Approach. Teams should include their approach to tenanting and leasing the building.

3. Financial Offer. Teams should include a description of their financial offer, including intent to propose a ground lease. This section should include the respondent's proposal for ownership strategy using a ground lease, and where applicable, fairmarket valuation, land valuation, conversion rate, and desired schedule. Teams should also state their intention to retain a long-term ownership position in the project or sell the developed project to a third party.

- a. *Property Valuation.* In their proposal, respondents are expected to factor how they approached the fair market value. Respondents must provide an explanation in their proposal describing what value they intend to pay in the form of a ground lease for the Buildings land and access to parking portion only. For comparison reasons only, also provide a value if the land were sold for the Buildings and access to parking portion only.
- b. *Ownership & Fees.* The City will support a flexible payment schedule for lease. The City is responsible for funding all streetscape improvements and will consider, not guarantee reimbursement of impact fees.

V. Evaluation Criteria

The City will only evaluate respondent proposals deemed to be complete and deemed to fulfill the minimum threshold requirements using the scoring described below.

The evaluation will involve a City Staff team ensuring that all criteria of the RFP Requirements are met. RFP's that have been determined to have met the criteria will be have the opportunity to for their design team to present their conceptual project, the proposed uses and their ability to meet the financial requirements to City staff. Staff will then evaluate the projects based on the established criteria and provide the City Commission with a selection of applicants to present their concepts to the City Commission. Staff will provide the Commission with analysis of each proposal, and how their conceptual plans meet the Guidelines established by the Commission for the RFP's. Staff will not make any recommendations to the City Commission on which proposal is determined to be the best fit, leaving the final selection to be an open and transparent process.

- a. **Category Breakdown:**
 - i. **Project Understanding and Concept.**
 - ii. **Organization Expertise and Experience.**
 - iii. **Bonus Points:**
 - 1. **Inclusion of Cultural Amenities:**
 - a. **Application:** Providing cultural amenities that are open to the public, including performance spaces, galleries, community room, museums, art centers, etc.

2. Contributions to Build-out and/or Management of Infrastructure/Park/Parking/Open Space.
 - a. Application: Committing to completing additional park amenities and other infrastructure that are not currently funded.
3. Commitment to Green and Wellness Standards – 5 Points
 - a. Application: Meeting Certified Green Standards that are nationally recognized.
 - b. Implementation of other sustainability initiatives as defined by the developer or development team.

2. Step 2:

- Financial Offer Maximum Points

DRAFT

Appendix 1: Park Schematic Concept Plan



Request for Proposal



RFP-X-2020 **Redevelopment of City Owned Land (Progress Point)**

Proposals Due: **Month Day, 2020 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 I: Standard Terms & Conditions

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.

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 Month Day, 2021**. 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," XXXX (X) 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 his, her, or 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 XX** 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 his/her 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.

1.6 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.

1.7 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.

1.8 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.

1.9 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.

1.10 Contract Term

Unless otherwise agreed in a written document approved and signed by the City, the contract shall be in effect from the date the Mayor or other authorized signer signs the contract on behalf of the City. To be effective and enforceable, any changes in the scope of must be presented by City staff to the City Commission for approval or rejection. Upon written consent of both parties and approval of the City Commission or City Manager.

1.11 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).

1.12 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.

1.13 Taxes

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



1.14 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. If applicable, in case of mistake in extended price the unit price will govern and the Respondent's total offer will be corrected accordingly.

1.15 Contract Award

The City reserves the right to make award(s), 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 most responsive and 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 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.

1.16 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.

1.17 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.

1.18 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.**

1.19 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.

1.20 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.

1.21 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.

1.22 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.

1.23 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 on the attached **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.

1.24 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).

1.25 Termination/Cancellation of Contract

The City reserves the right to cancel the contract, at any time, without cause and without penalty with a minimum thirty (30) days written notice.

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.

1.26 Termination for Default

The City's Procurement Manager or other City representative shall notify, in writing, the successful Respondent of deficiencies or default in the performance of its duties under the Contract, via email, or otherwise, to the address provided by Respondent in its proposal.

Three (3) separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specified elsewhere in the solicitation, whether or not the successful Respondent has received notice of those instances of deficiency. It shall be at the City's discretion whether to exercise the right to terminate. Respondent shall not be found in default for events arising due to reasons classifiable under the category of Force Majeure.



1.27 Termination for City's Convenience

The performance of work under this contract may be terminated in accordance with this clause in whole, or from the time in part, whenever a City representative shall determine that such termination is in the best interest of the City. Any such termination shall be affected by the delivery via email, or otherwise, to the address provided by successful Respondent in its submittal of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. Upon such termination for convenience, successful Respondent shall be entitled to payment, in accordance with the payment provisions, for services rendered up to the termination date and the City shall have no other obligations to successful Respondent.

Successful Respondent shall be obligated to continue performance of contract services, in accordance with this contract, until the termination date and shall have no further obligation to perform services after the termination date.

1.28 Drug-Free Workplace

The Respondent, his/her/its employees, subcontractors, and his/her/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.**

1.29 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.

1.30 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.**

1.31 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.

1.32 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.

1.33 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.

1.34 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 he/she obtains 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.

1.35 Completion Time or Delivery Time

If this is a construction or remodeling project with respect to any City facility, then at the City's option and reasonable discretion, any resulting agreement may contain liquidated damages, final completions, and substantial completion provisions and deadlines in substantially the following form: This project shall be substantially completed and certified in accordance with law as substantially complete **within number** calendar days after the date of the City's Notice to Proceed. Failure to achieve substantial completion within this number of calendar days following issuance of the Notice to Proceed will result in an assessment of liquidated damages of **one thousand dollars (\$1,000) per day** for each day following the required deadline for achieving substantial completion that the vendor/contractor fails to achieve substantial completion.

Within thirty (30) calendar days after achieving substantial completion and certification thereof, the contractor/vendor must achieve final completion in accordance with law.

Failure to achieve final completion within thirty (30) calendar days following the substantial completion of the project as certified, shall result in the imposition of liquidated damages in the amount of **one thousand dollars (\$1,000) per day** until final completion is certified.

The parties agree that these liquidated damages are not a penalty. The parties also agree that the amount of actual damages that would be suffered by the City for failure to achieve substantial and final completion is speculative as of the date of the contract and that the liquidated damages provided for in this document are a reasonable approximation of the actual damages that would be suffered by the City upon such failure to timely complete the project.

If this is a product or service the following prevails: The item(s) must be delivered FOB Destination, Freight Prepaid. Delivery is to be made within a number of days ARO as may be determined by the City.

1.36 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 his or her 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.

1.37 Assignability

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

1.38 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.

1.39 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.

1.40 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.

1.41 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.

1.42 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.

1.43 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.

1.44 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.

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 any resulting 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 the resulting 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.

1.45 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.



1.46 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.

1.47 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.

1.48 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.

1.49 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.

1.50 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.

1.51 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.

1.52 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.

1.53 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;
- b. 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;
- c. 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
- d. 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.

1.54 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.

1.55 Lien

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

1.56 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.

1.57 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.

1.58 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.

1.59 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.

1.60 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.

1.61 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.

1.62 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.
- b. *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.
- c. *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.
- d. *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.



1.63 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.

1.64 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.

1.65 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.

1.66 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 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.



1.71 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.
- iii. 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.

1.72 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 II: Scope of Services

Summary of Development Opportunity

The City of Winter Park, Florida (the "City") is seeking requests for proposals from qualified respondents to join with the City to transform a portion of its ± 3.54 prime acres of city-owned land (A.k.a. Progress Point) into a new world-class ± 1.5 acre park ("Park") that is activated by village-scale mixed-use buildings ("Buildings") and a parking garage ("Parking"). The Park, Buildings and Parking are what is anticipated to constitute the "Project".

Proposals and qualifications submitted to the City shall describe their ability to incorporate the City's Redevelopment Guidelines and Action Plan ("Guidelines") include Date – into their responses. City Guidelines are available at (xxxx.xxxx@citywinterpark.org). The Guidelines are a key part of the City's intent to work with a private and/or non-profit development partner to develop, own, finance, construct and operate the Buildings portion of the Project and, to explore ways to assist the City with the realization of the Project. Currently, the City has completed the Guidelines including the Park's schematic design, pad-ready Buildings development area and design guidelines, preliminary soil borings and groundwater testing, civil engineering construction documents for realigning a portion of Palmetto Avenue, and a random order of magnitude of cost for the public elements of the Project. The realignment of Palmetto Avenue will enlarge the current area of contiguous land for the new Park, Buildings and Parking. The proposed Parking element of the Project will provide an adequate supply of public and private parking. This is crucial to this area's future success as a vibrant destination for the Park, Buildings and surrounding mix of commercial businesses, including commercial, health, wellness, office and residents.

The transformation of this City-owned land and proposed redevelopment will dramatically transform and increase the asset value of this strategic gateway site with a new City Park to be provided by the City. A key aspect of the City's evaluation for a potential partner will include its response to the following aspects:

- The fair market financial value the respondent will pay the City for the rights to develop the Buildings and how that value is allocated to the land for Buildings and Parking as described in the Guidelines;
- The respondent's understanding and approach to incorporate the City's Guidelines;
- The respondent's ability to pay for and finance the Buildings portion of the land under a ground lease versus a land sale;
- The respondents vertical design approach;
- The respondent's ability to utilize the asset value of the Buildings and Parking as an opportunity to join together with the City in the implementation of the overall Project including additions to the Park and the construction of Parking.

The City is seeking to select a qualified Development Team to redevelop the site and work closely with the City through the process described herein. The City has spent considerable time with the community



and surrounding businesses and residents to define the Park, Buildings and parking in terms of size, location and boundaries to guide and enhance the redevelopment opportunities under this RFP process through:

City and Community Support. Based on the guidance and directives from the City Commission and City Administration that defined the size, location and boundaries of the Park, Buildings and Parking an extensive community process was created to integrate redevelopment with Winter Park's unique brand and attributes with an in-depth community survey and live charrette (more than 750 participants); discussions with surrounding businesses and residents; historic research of similar type parks; market data; and private/non-profit investment interest. This was applied by the City to create the "Redevelopment Guidelines and Action Plan" ("Guidelines"). Collectively, this input advanced the early vision framework that was further researched and refined to create a set of Guidelines to transform this gateway into a world-class Park and public destination.

The City has a proven track record in supporting redevelopment by partnering with private developers and businesses. This is evident in the numerous City funding grants and incentives supporting redevelopment projects throughout the City over many years including the public-private-partnership that designed and built the Winter Park Chamber of Commerce building; local, state and federal funding for the SunRail/Amtrak Station; and the public-private parking garage in partnership with the Genius Foundation's mixed-use building located on Park Avenue at the northern end of downtown Central Park.

Flexibility. The City supports flexible adaptation of public-private partnership developments that can enhance value to the City. The City will consider proposals including ideas that can increase and maximize the private/non-profit sectors approach to integrate City costs for this Project that benefit the Buildings component including a potential Parking Garage and additions to the Park area. Respondents are required to address specific details outlined within this document, including but not limited to a specific program proposal, a detailed financial plan, and a detailed management structure for construction and property management of the Buildings component and potential other elements of the Project. **The City intends to select one or more teams to enter negotiations** to reach a development agreement, with a preferred development partner being selected as soon as possible.

Orange Avenue Corridor Poised for Transformation

Project Goals

As part of the City's vision for the Orange Avenue Corridor, Progress Point was identified as a major opportunity to strengthen the vibrancy of this important gateway and surrounding businesses and residents. The successful redevelopment of this site represents an important point of connection between the Orange Avenue Corridor and the rest of Winter Park.

The City has expressed five major project goals for the redevelopment of this City-owned land as listed below.

1. Nurtures Winter Park's placemaking brand of integrating nature and village-scale development that is vibrant, innovative, and rooted in the assets of its local residents and businesses. The City expects this redevelopment will respect and grow the quality of the City's unique attributes



and special features of Winter Park while remaining relevant to today's social gathering places like Foxtail Coffee Co. and Shady Park in Winter Park, Plant Street Market/Brewery in Winter Garden, East End Market in Orlando, and Boxi Park in Lake Nona.

2. Supports activation of the new Park. The City's Guidelines are anchored by a world-class park, which will draw people not just because of the park but do so out of impulse to experience a complementary mix of small scale transparent building spaces with new pathways that extend the park experience with a series of broad and open entrances to food, drinks, galleries, fitness, wellness, and studios for creative workspaces. The Park, Buildings, Parking, trails and greenways will offer the area a new rendezvous destination increasing Winter Park's inside-outside socially purposed public spaces to benefit adjacent properties and to ensure the park fosters a cohesive social environment that is reflective of Winter Park's community history and identity.
3. Improving connections between the Park and surrounding businesses, residents and visitors. Project will include the City's plan for new mobility improvements including trails, greenways, and public crossings to enhance the pedestrian experience for businesses, residents and visitors. This knitting together of community encourages civic places that are accessible, locally organized, inclusive, and support network building that accelerates gentrification of the area.
4. Setting a precedent for future re-development. Progress Point is about transformational placemaking, and the City expects that redevelopment of neighboring properties will follow and be instrumental in the creation of a cohesive vision for a more vibrant Orange Avenue Corridor.
5. Generating a financial return for the City. It is the City's desire to retain ownership of the land in perpetuity. The City expects to generate revenues from the disposition and redevelopment of the property, including both revenues from leasing of the parcels and new tax revenues from the Buildings and surrounding gentrification of the surrounding area.

Regulatory Framework

Zoning Context

The property has a future land use plan designation of the City's newly adopted Orange Avenue Overlay District. High-quality urban design and architecture is required per the City's Guidelines for Progress Point. The allowable FAR 0.20 per the City Guidelines. The maximum height as defined to the top of the roof structure is 35 feet. Refer to the City's Guidelines for additional details.

Respondents should propose development concepts that harmonize with existing and proposed adjacencies, encourage activation and public connections to the park, and create proper context with the business district and its buildings



SECTION III: 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 cover letter indicating your company’s understanding of the requirements/scope of services/specifications of this formal solicitation. The letter must be a brief formal letter from the Respondent that provides information regarding the company’s interest in the opportunity of partnering with the City. A person who is authorized to commit the Respondent’s organization to provide the services included in the proposals must sign the letter. Provide all names, titles, addresses, telephone numbers (including facsimile numbers), and e-mail addresses.



Tab 2. Respondent's Introduction and Experience

Indicate a description of the firm's background, development team, experience and qualifications, and relevant personnel experience and qualifications. The following aspects should be included:

- a. **Development Team.** Description of the key firm(s) comprising the team, including architects, engineers, and other relevant consultant teams, and the role of each in the project. In this section, respondent teams should include a description of each key organization, its mission, a chart summarizing the overall team structure, and key firm management. For teams led by a joint venture, include the structure, percentage of ownership held by each lead, and the intended role (e.g., co-developer, limited partner, general partner).
- b. **Operators.** For all uses proposed, respondents should provide detailed information on prospective operating partners, including letters of intent or interest to demonstrate feasibility.
- c. **Firm Experience and Qualifications.** Respondents should include examples of projects that demonstrate the team's experience with the proposed development program (mixed-use, food halls, micro-restaurants, retail, cultural, shared work space, health and wellness) and, if applicable, experience in development partnerships with public and non-profit sector partners. For all projects submitted as examples of relevant previous experience, respondents should provide:
 - i. Project location.
 - ii. Project size and program description.
 - iii. The respondent member's role in the project.
 - iv. Project completion date or expected completion date.
 - v. Public sector involvement, if any.
 - vi. Total project cost and financing structure, if available.
 - vii. A representative image or images of the project.
- d. **Personnel Experience and Qualifications.** Respondents should demonstrate that their teams include personnel with the experience and expertise necessary to deliver a high-quality mixed-use development. Teams should include resumes for identified key personnel within the proposed team, including qualifications (within the current firm or in previous roles).

Tab 3. Development Plan

Respondents should include a description of their vision for redeveloping the site or sites. Respondents should include a development narrative, a vertical development concept, and their approach to a successful public/private partnership if appropriate.



- a. Development Narrative. Respondents should provide a narrative accompanied by renderings, illustrations, or simple diagrams to articulate the development approach. The inclusion of these visual representations is required. This section should cover at least the following aspects:
 - i. An overall vision for the site that articulates the vision and preliminary concept, proposed program, design and massing approach, ground floor uses and site integration with the adjacent Park, site and surrounding urban fabric including Orange Avenue and South Denning Avenue and Parking Garage.
 - ii. An approach incorporating good urban design that enhances the attractiveness of surrounding built environment; and
 - iii. Proposed development timeline. The overall timeline should include, but not be limited to, the following key project milestones:
 1. Project start;
 2. Due diligence and pre-development activities;
 3. Construction start and duration; and
 4. Initial occupancy.
- b. Vertical Development Program & Design Approach. Teams should include a detailed proposed vertical development program and design approach for the privately owned Buildings. This section should include:
 - i. A description of how the proposed program fits into the adjacent context and overall development vision.
 - ii. A narrative description of the character of the space including how ground floor and second floor uses accomplish the City Guidelines and desire for active retail/food/galleries/shops/shared work studio uses, and total square footage. If prospective tenants or operators have been identified, letters of intent or interest may be included to demonstrate feasibility.
 - iii. For any other uses, a narrative description of the type and integration/location of the user in relation to the remainder of the site, and total square footage. As previously noted, if prospective operating partners have been identified, letters of intent or interest may be included to demonstrate feasibility.
 - iv. For any privately-owned or funded public spaces, a narrative description of how these spaces enhance and connect to the surrounding context, the size, and location.
- c. Approach to Public Partners. Teams should include their approach to working with public stakeholders, including:
 - i. Approach to working with the City, including strategy to help the City manage its portions of implementing the Project.



- ii. If applicable, approach to drafting a Pre-Development Agreement with the City to be used as a preliminary basis for the future operating agreement and eventual lease document.

Tab 4. Financial Plan

Teams should provide information on their financial plan. This section should include evaluation of financial feasibility, all assumptions, a description of how they have effectively secured and leveraged significant funding streams from public and private sources, and their experience in assembling financing packages for mixed-use developments. The following aspects should be included:

- a. Pro Forma. Teams must provide a pro forma cash flow for the Buildings for a period lasting through the first ground rent reset or the first 10 years, whichever term is longer, including at a minimum:
 - i. Program and Income Assumptions such as operating revenues and expenses, development costs, and exit assumptions.
 - ii. Source Assumptions such as sources of equity, debt, and subsidies.
 - iii. Use Assumptions including all hard and soft costs.
 - iv. Preliminary Construction and Permanent Financing Assumptions.
 - v. Project Schedule and Timing Assumptions including expected start date, stabilization, and key intermediate milestones.
- b. Equity and Debt Sources. Teams should include descriptions of equity and debt sources for financing this project. This should include each investor's equity commitment to the project (including letters of commitment), and satisfactory evidence of respondent's ability to secure project debt (including tentative letters of commitment from prospective lenders).
- c. Construction Costs. To the extent available, teams should include a general description of all estimated construction costs, including hard and soft costs.
- d. Tenant and Leasing Approach. Teams should include their approach to tenancing and leasing the building.

Tab 5. Financial Offer

Teams should include a description of their financial offer, including intent to propose a ground lease. This section should include the respondent's proposal for ownership strategy in either a fee simple disposition or ground lease, and where applicable, fair market valuation, land valuation, conversion rate, and desired schedule. Teams should also state their intention to retain a long-term ownership position in the project or sell the developed project to a third party.



- a. Property Valuation. In their proposal, respondents are expected to factor how they approached the fair market value. Respondents must provide an explanation in their proposal describing what value they intend to pay in the form of a ground lease for the Buildings land only. For comparison reasons only, also provide a value if land were sold for the Buildings portion only.
- b. Ownership & Fees. The City will support a flexible payment schedule for lease. The City is responsible for funding all streetscape improvements and will consider, not guarantee reimbursement of impact fees.

Tab 6. 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. Miscellaneous

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

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SECTION IV: Evaluation Procedure

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.

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.

M/WBE Utilization shall be graded in accordance with the following (*State-issued certification required*): Respondent's DBE certification = 5, Respondent's subcontractor DBE certification = 3, no DBE certification = 1.

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Evaluation Criteria

Criteria	Weight	Grade	Maximum Total Points
Experience of Company	0	1 2 3 4 5	0
Meet Criteria & Embrace Vision	0	1 2 3 4 5	0
Qualifications of Proposed Team	0	1 2 3 4 5	0
Professional Contacts	0	1 2 3 4 5	0
DBE Utilization	0	1 2 3 4 5	0

Total Possible Points To Be Earned=100

Total Points to be earned are on a scale of 1 – 100 points, 1 = lowest, 100 = highest

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:

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- (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.

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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.

Tentative Calendar of Events

1	RFP Issue Date	Month Day, 2021
2	Pre-Bid Meeting	Month Day, 2021
3	Proposals Due to Procurement	Month Day, 2021
4	Selection Committee Meeting – Evaluation and Ranking	Month Day, 2021
5	Oral Presentations and Final Ranking	Month Day, 2021
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.

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.

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.

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.

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SECTION V: 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:

- Attachment A: Signature Sheet
- Attachment B: Drug-Free Workplace Affidavit
- Attachment C: E-Verify Affidavit
- Attachment D: Non-Collusion Affidavit of Prime Respondent
- Attachment E: Public Entity Crimes Affidavit
- Attachment F: Public Records Act Affidavit
- Attachment G: 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: Click or tap here to enter text.

Company Address: Click or tap here to enter text.

Click or tap here to enter text.

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: RFP-X-2020

Solicitation Title: Name

Solicitation Due Date & Time (EST): Month Day, 2021 by 2:00 pm

LEGEND

- DRAINAGE BASIN BOUNDARY
- CONTROL STRUCTURE
- DRAINAGE SUB-BASIN BOUNDARY
- TIME OF CONCENTRATION
- EXISTING SURFACE FLOW AND DIRECTION
- PROPOSED DRAINAGE TREATMENT AREAS

PROPOSED				
	A-1	A-2	O-1 & O-2	TOTAL
SUB-BASIN AREA	1.41	2.03	0.64	4.08
IMPERVIOUS				
-SIDEWALK	0.29	0.20	0.01	0.50
-ASPHALT	---	0.66	0.58	1.24
-FOUNDATIONS	---	0.53	0.05	0.58
-PERVIOUS PAVER	0.19	0.21	---	0.40
IMPERVIOUS TOTAL	0.48	1.60	0.64	2.72
PERVIOUS				
PERVIOUS TOTAL	0.93	0.43	0.00	1.36

KEY MAP

SEAL

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

XXXXX XXXXXXXX ### 7/23/21
ENGINEER REG. # DATE

NOT FOR
CONSTRUCTION

PROJECT

PROGRESS POINT

WINTER PARK, FL 32789

LANDDESIGN PROJ.# 8120068

REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

DESIGNED BY: RRW
DRAWN BY: JNS
CHECKED BY: RRW

SCALE

VERT: N/A
HORZ: 1"= 40'

SHEET TITLE

POST-DEVELOPMENT
DRAINAGE SUB-BASIN MAP

SHEET NUMBER

MAP-3

ORIGINAL PLAN

KEY MAP

SEAL

**PRELIMINARY
-FOR REVIEW ONLY-**

THESE DOCUMENTS ARE FOR DESIGN
REVIEW ONLY AND NOT INTENDED FOR
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PROGRESS POINT

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REVISION / ISSUANCE

NO.	DESCRIPTION	DATE

DESIGNED BY: RRW
DRAWN BY: JNS
CHECKED BY: RRW

SCALE

VERT: N/A
HORZ: 1"= 40'
0 20' 40' 80'

SHEET TITLE

POST-DEVELOPMENT
DRAINAGE SUB-BASIN MAP

SHEET NUMBER

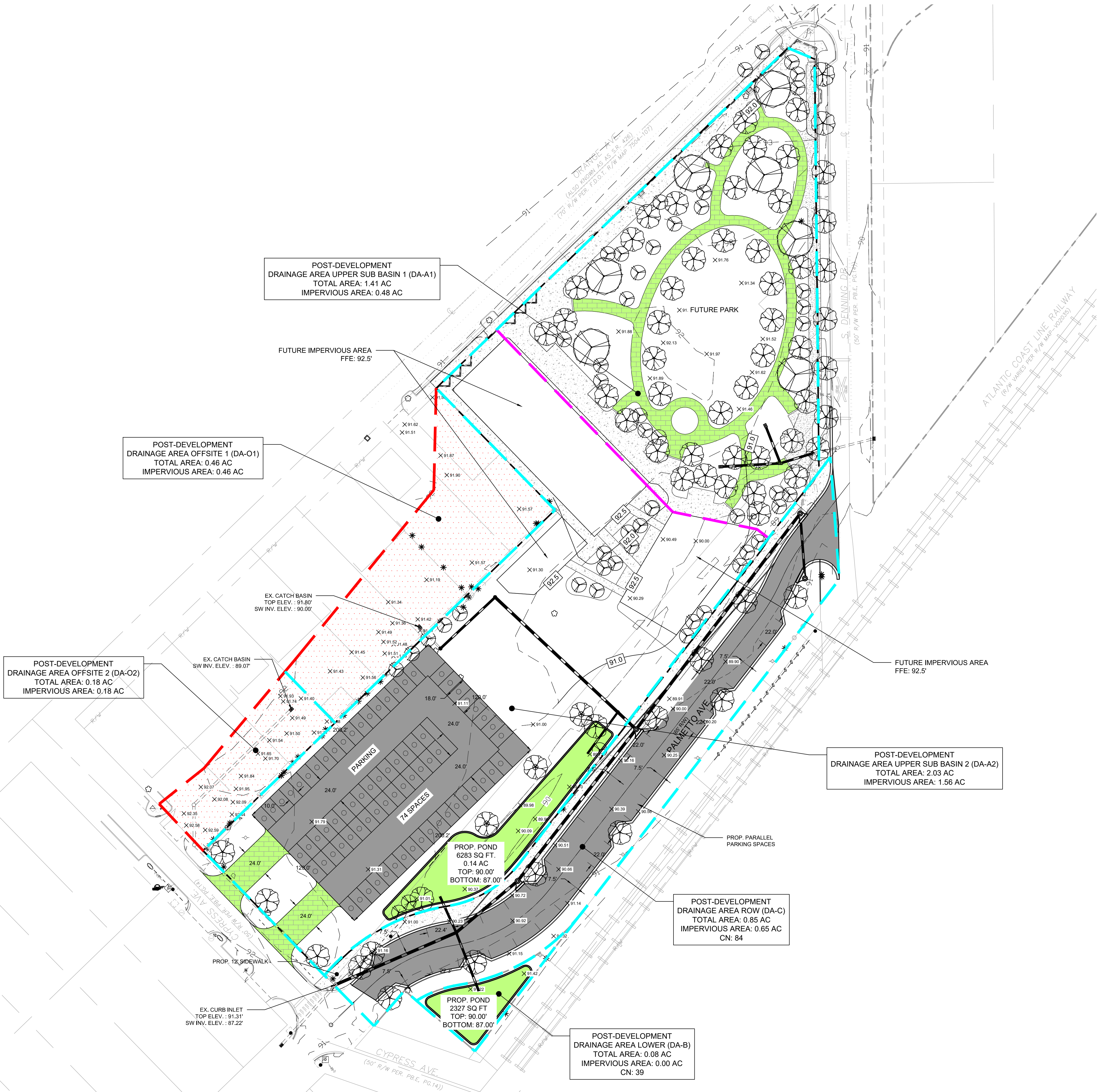
MAP-3

LEGEND

- DRAINAGE BASIN BOUNDARY
- CONTROL STRUCTURE
- DRAINAGE SUB-BASIN BOUNDARY
- TIME OF CONCENTRATION
- EXISTING SURFACE FLOW AND DIRECTION
- PROPOSED DRAINAGE TREATMENT AREAS

PROPOSED				
	A-1	A-2	O-1 & O-2	TOTAL
SUB-BASIN AREA	1.41	2.03	0.64	4.08
IMPERVIOUS				
-SIDEWALK	0.29	0.10	0.01	0.40
-ASPHALT	---	0.55	0.58	1.13
-FOUNDATIONS	---	0.53	0.05	0.58
-PERVIOUS PAVER	0.19	0.05	---	0.24
IMPERVIOUS TOTAL	0.48	1.23	0.64	2.45
PERVIOUS				
PERVIOUS TOTAL	0.93	0.80	0.00	1.63

ALTERNATIVE -1



Commission Public Work Sessions Guidance and Directives

These Guidelines and Directives were generated by the Commission following the workshop approval of the Conceptual Masterplan and Vision for the redevelopment of the Progress Point.

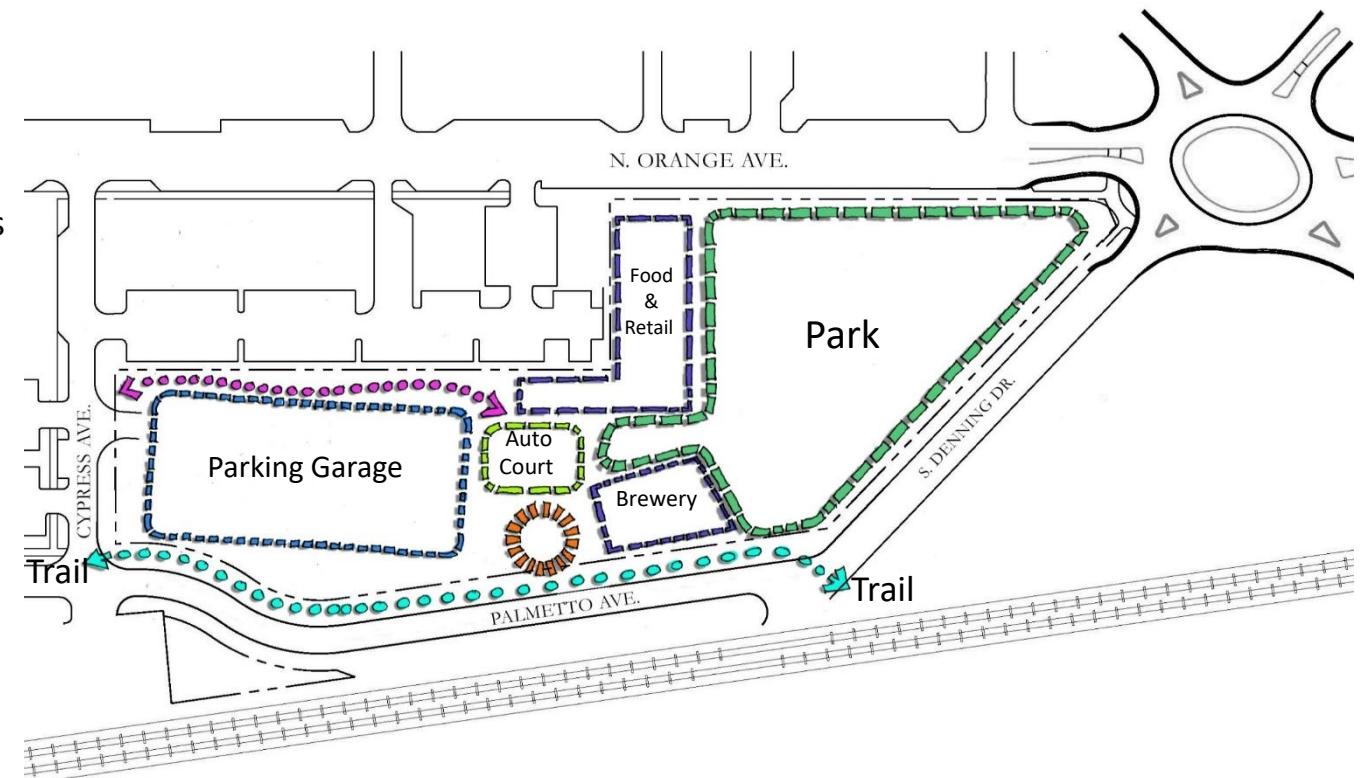
- High-level conceptual work to include pathways from Mead Botanical Garden to Progress Point Park-Library-Martin Luther King, Jr. to Central Park and its contemplated future expansion. This effort to be aimed at an expansive Federal scope so we have a better chance to qualify for forthcoming federal infrastructure bill as a shovel-ready project.
 - Role and Responsibilities between City and Private sector.
 - Visual showing importance of “greenway” as a public network connecting Mead Botanical Garden to Progress Point, and Martin Luther King, Jr. Park, and Central Park-Regional SunRail Station.
 - Approximately 1.5 acres contiguous park land (excluding bike path, promenade, buildings/gap between buildings, area south of Palmetto).
 - Sensitivities to hardscape space within Park that follow the park’s vision.
 - No residential on property.
 - City must control the property.
 - City Ownership of land in perpetuity.
 - Contributes to parking needs of small businesses in the area including a garage.
 - Maximum 20,000 SF building ground floor footprint on the land.
 - Maximum 2 stories for a total of 40,000 SF plus rooftop uses.



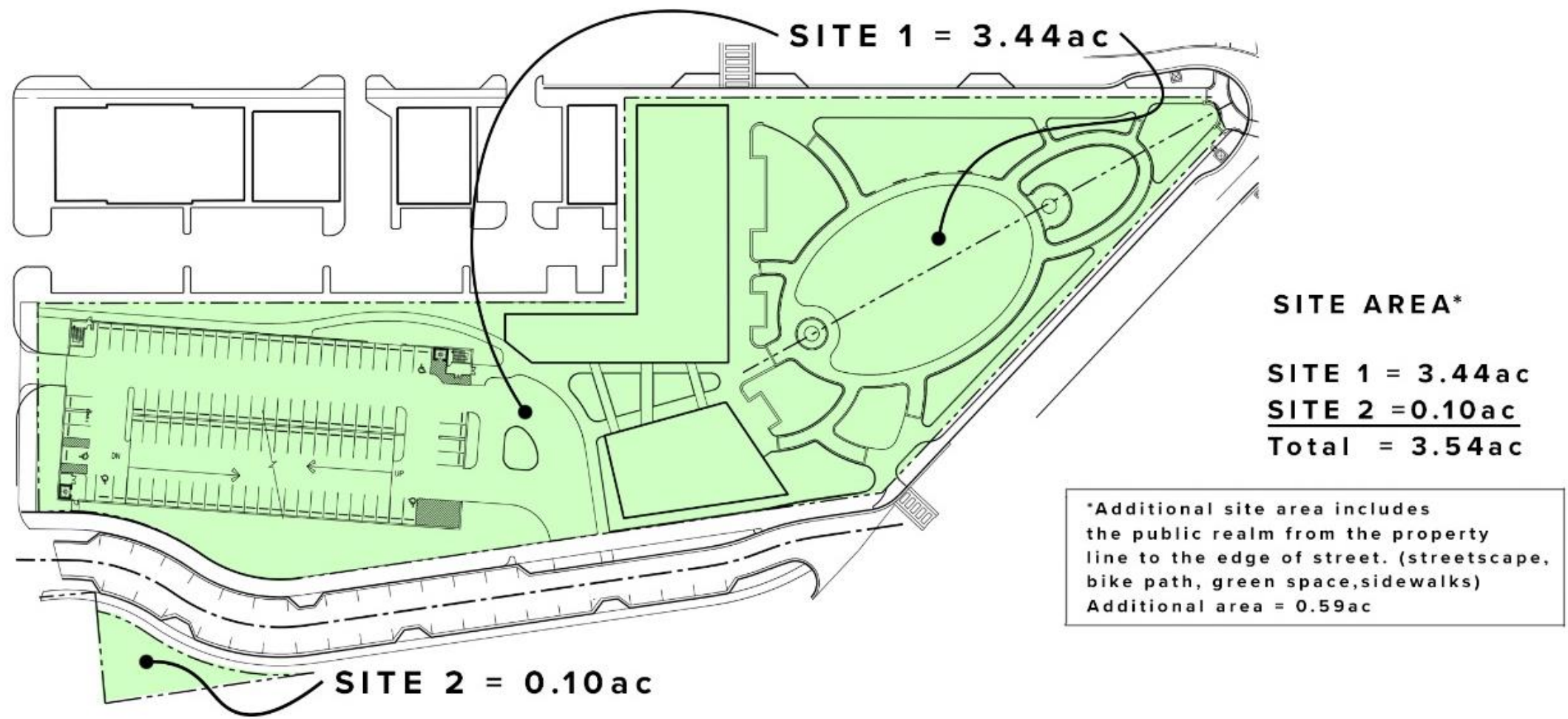
PUBLIC - PRIVATE - MARKET RESEARCH INPUT DIAGRAM

Programming

- Park & public spaces to create a “living room” for Orange Avenue
- Micro-restaurants/craft brewery, shops, shared work, galleries, wellness/fitness
- Rooftop Dining/Bar
- Public shared parking garage
- Stormwater
- Walkable/Bikeable/Trails/Greenways
- Pedestrian Crosswalks
- Denning Avenue/Greenway Master Plan
- Palmetto Avenue realignment to increase contiguous land allocation
- Mead Botanical Garden sign/streetscape

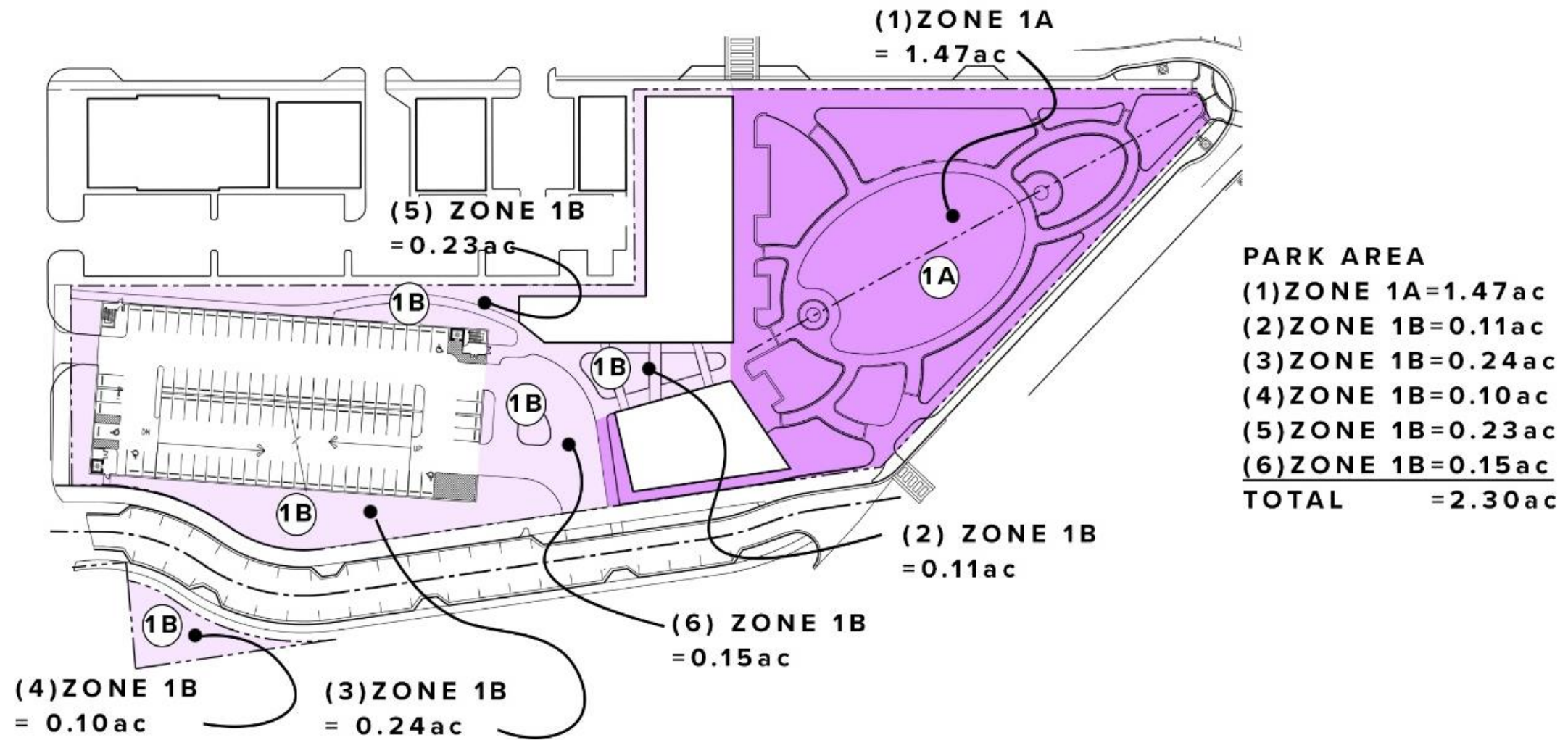


DEVELOPMENT ALLOCATION METRICS



DEVELOPMENT ALLOCATION METRICS

Park Areas



PARK SCHEMATIC DESIGN



REDEVELOPMENT PRINCIPLES INTRODUCTION

At the heart of any successful project is, “**Good Design**”. Good Design is not just what looks good; it must innovate, function, be useful and have an aesthetic that fascinates and immediately appeals to its users’ senses. A well-designed building and its surrounding based on “Good Design” principals has the potential to provide much needed services and amenities to local residents, while contributing significantly to the quality of a neighborhood’s streetscape, economic vitality and integrated park space. The benefits of a well-integrated building and park space will include positive changes to the social, economic, and environment health of the community as whole. The following Design Guidelines are provided to help guide the City and Design Team to make conscious choices in the project’s massing, placement, materials and aesthetic that will reinforce the approved vision for the project as reflected in the park renderings.

ACTIVATING THE PARK

The new 1.5 acre Park will create a “**living room**” of public space and much needed urban green space for this section of Winter Park. The new Park will have a mix of landscaped and hard edges, pathways, formal lawns, soft landscape beds, water fountains and a healthy tree canopy for shade. The success of the Park will depend greatly on the ability of the new commercial space to attract residents to the location through a mix of uses, parking and good design. Design decisions for the commercial space should always be looking for ways that help to activate the Park, add to the overall quality of the space and enhance the qualities of the park. Below are various design opportunities that the commercial space can play towards activating the Park.

- Mix of commercial uses that are active from morning to night.
- Large overhangs that provide additional shading to people in the park.
- Public restrooms for the park.
- Flexible layouts that allow for new uses.
- Easy, accessible parking and flow through the spaces and between buildings.
- The building should be thought of in all three dimensions so there is not an obvious “back door”.
- Loading and Waste should be carefully designed so it does not diminish the park experience.
- Seasonal changes to the commercial spaces and facades to enhance the park experience.
- Programing activities to help activate the park space.
- Positioning the buildings to fully engage the 1.5 acre park space and encourage outside seating and activities.



BUILDING DESIGN PRINCIPLES

The commercial buildings on the site should serve as a supporting anchor for the park. As stated before, all design decisions should always be about finding ways to improve the park and not distract from it. This principle is extremely important when it comes to designing the building. Below are some key principles for the building that must be incorporated in the design. A well-designed ground floor façade contributes to the activation of the street and park space. The design must ensure a high visibility into and out of the ground floor commercial space. A transparent storefront helps to welcome the public, increase natural light, enhance curb appeal and discourage crime.

- The building should have a **village scale feel**.
- Large overhangs of balconies and cornices to provide **shade and shelter** for dining on the park terraces.
- The building should have a contextual contemporary design influence, such as reimagining an industrial space.
- Post and beam style architecture to allow maximum openness along the façade. Emphasizing the vertical columns blends with the tree trunks, while long horizontal planes allow the building to not vertically dominate the park.
- Highly **transparent façade** with large openings of operable doors or overhead doors. The building should embrace the exterior by opening to it. The ground floor should have the ability to be “open” during good weather.
- Ground floor facing the park must be a minimum of 75% transparent between ground and 12’ above the ground and additional transparency on the second level as seen in the renderings.
- Large balconies to allow engagement to the park at the second level as shown in the building section diagrams.
- The façade should have warm materials such as wood, stone, brick, and exposed steel, that reinforce the reclaiming of industrial high-bay space.
- The rooftop plays a crucial part in the activation of the building and the park. The vision for the rooftop consists of groups of seating of various styles, visible landscaping, in pots and planters, string lights, mix of umbrellas and roof planes for shade. The rooftop should be considered an extension of the building uses, i.e. dining, exercise space and bar/lounge space that would look out over the park space.
- The building needs to include restrooms for park patrons.
- All service for the buildings should be well hidden from patrons’ view and experience.
- Any louvers should be flush, decorative style.
- Exhaust vents should be well hidden and not detract from the guest experience or be visible from the ground.
- No side grease exhausts are allowed.
- All rooftop equipment must not be visible from the street and should be behind walls at the rooftop to not interfere with the guest experience at the roof terraces.
- Building bays must be flexible to allow for change in tenants. Large single tenants are not encouraged at the ground floor. Maximum allowable single tenant on the ground floor is 6,300 square feet.



COURTYARD DESIGN PRINCIPLES

The park design was envisioned to run between and around the main buildings, along both sides of the garage and connecting to Cypress Avenue. These interstitial spaces between buildings and property edges can be exciting, dynamic spaces and need to have as much care provided to them as the park itself. The main courtyard is the “arrival courtyard”, located between the two commercial buildings and the garage. This space will have cars circulating, vehicle pick up, take out standing space and pedestrian arrival. The space should follow the guidelines below.

- Building perimeter between the commercial buildings should be activated with large operable openings.
- Large overhangs for pedestrian shade & weather.
- Balconies & rooftops overlooking the courtyard.
- Lighting strung between the buildings.
- Outside dining areas.
- Possible bridge at the second level between buildings.
- Safe walkable zones for pedestrians.
- Large trees and planters.



Successful courtyards allow a blend of activities that includes seating, materials, scale, nature, lighting, and sound.



Palmetto Avenue Parking Arrival Plaza— Partial South Elevation

GARAGE DESIGN PRINCIPLES

Parking garages, while convenient, can be one of the biggest areas of complaint from the users and visually from the neighbors. Great care must be taken to make a garage that is contextual and compatible with the surrounding businesses and the neighborhood. A well-designed garage is easy to find, easy to use, enhances traffic flow, solves parking problems and is aesthetically neutral. What is meant by the term aesthetically neutral is, we recognize that the garage is a large box so it should not try to be something it is not by overthinking it. The optimal design should find a way that the garage and its size are downplayed. One encouraged solution to think of is the garage as an art or cultural canvas. By using a see-thru ventilated perforated fabric on a metal armature, you can create abstract geometries and endless artwork to the exterior of the skin of the garage. The site area allocated for the garage enables optimal dimensions to achieve the most cost-effective systems garage.



Actual examples of the range of design possibilities for façade treatment.

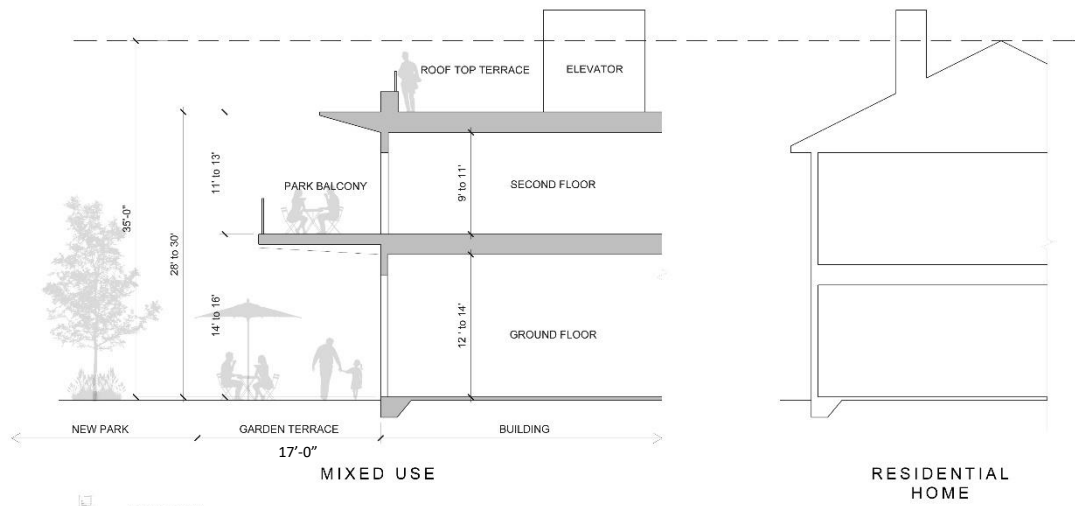


Vision study of 3-level New Garage for South Elevation of Palmetto Avenue with landscaped walkable/bikeable trail, and translucent artistic fabric solar screen.

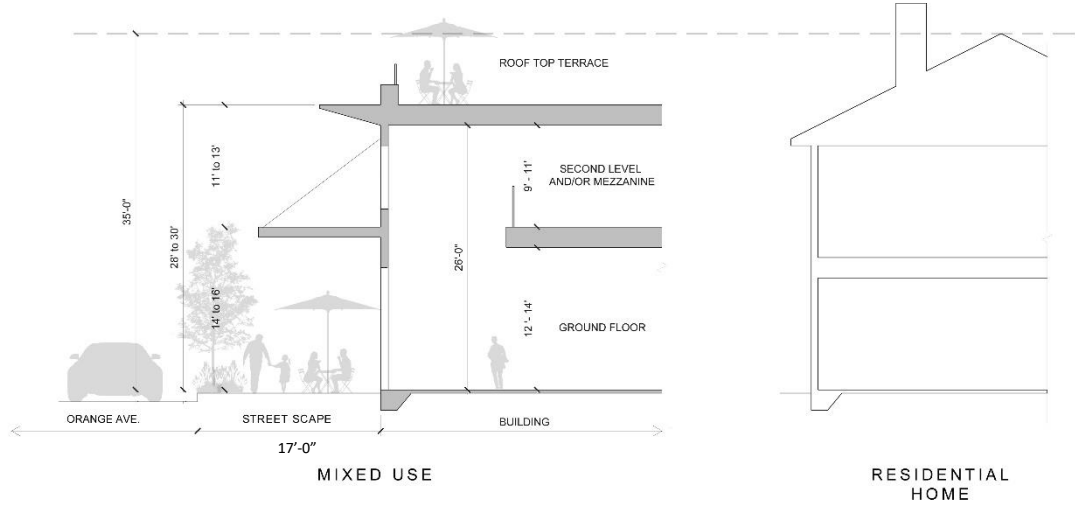
BUILDING PLANNING PRINCIPLES

Below is an excerpt from the City Orange Avenue Overlay Code.

- (3) Subarea C.
- (a) *Subarea C Development Standards:*
1. Base Floor Area Ratio: 25%
 2. Bonus FAR exclusively for Structured Parking: 65%
 3. Maximum Achievable FAR with Parking Structure: 90%
 4. Total FAR must be divided between multiple buildings
 5. Maximum Height: 2 Stories or 35 feet (including any awnings or shade structures) for Commercial Structures and Parking garage shall be allowed up to 4-levels including the rooftop deck.
 6. Maximum Impervious Coverage: 75%
 7. Setbacks: 0 front setback along Orange Avenue, Denning Drive, or Palmetto Avenue, except front setbacks on Orange must allow for at least a 17-foot wide sidewalk and setbacks on Denning and Palmetto must allow for a 10-foot wide sidewalk and 5-foot landscape buffer on back of curb. Where the building requires an additional setback to achieve a 17-foot sidewalk, the area shall be dedicated as a public access easement: The bike trail may substitute for applicable sidewalk requirements at the discretion of the Director of Planning. Where the building requires an additional setback to achieve the required sidewalk, landscape buffer, or street tree canopy clearance, the area shall be dedicated as a public access easement.
 8. Maximum Residential Density: 0 units per acre
- (b) *Intersection and Open Space Viewshed.* Due to the unique shape of Subarea C and proximity to a unique intersection, this additional requirement creating a viewshed shall apply. The viewshed area is banded by the lines described as follows: Start where the property lines of Subarea C meet at the intersection of Denning Drive and Orange Avenue; then travel 150 feet southwest along Orange Avenue's southeast right of way line; thence easterly to the point on the west boundary of South Denning Drive that is 150 feet south of the starting point; then north along the west boundary of South Denning Drive to the starting point ("viewshed"). This viewshed shall be an open space area not available for the construction of structures or storage or placement of equipment, material or items otherwise allowed in the OAO.
- (c) *Palmetto Re-Alignment.* Palmetto Avenue may be relocated to allow for different development scenarios on the site. Protection of on-street parking, maximizing ease of traffic flow for Palmetto Avenue and maintaining the existing 50-foot public right of way shall be matters of priority concern should the roadway be realigned.
- (d) *Additional Development Requirements.*
- (1) A monument sign at least 3 feet in height and 5 feet in width, set in a landscaped bed, shall be required to be provided at the intersection of Denning Drive, Minnesota Drive and Orange Avenue, which directs the public to Mead Botanical Garden. The City shall approve the design and location of the sign.
 - (2) Include 1.5 acres of contiguous park space plus bicycle/pedestrian trail.
 - (3) No residential use.
 - (4) City to retain ownership of this parcel in perpetuity.
 - (5) Stormwater requirements to exceed code.
 - (6) Contribute to parking needs of small businesses in the area.
 - (7) Walkways that are at least 5 feet wide (paved or bricked) must exist between buildings onsite and extend from the park area to Cypress Ave.

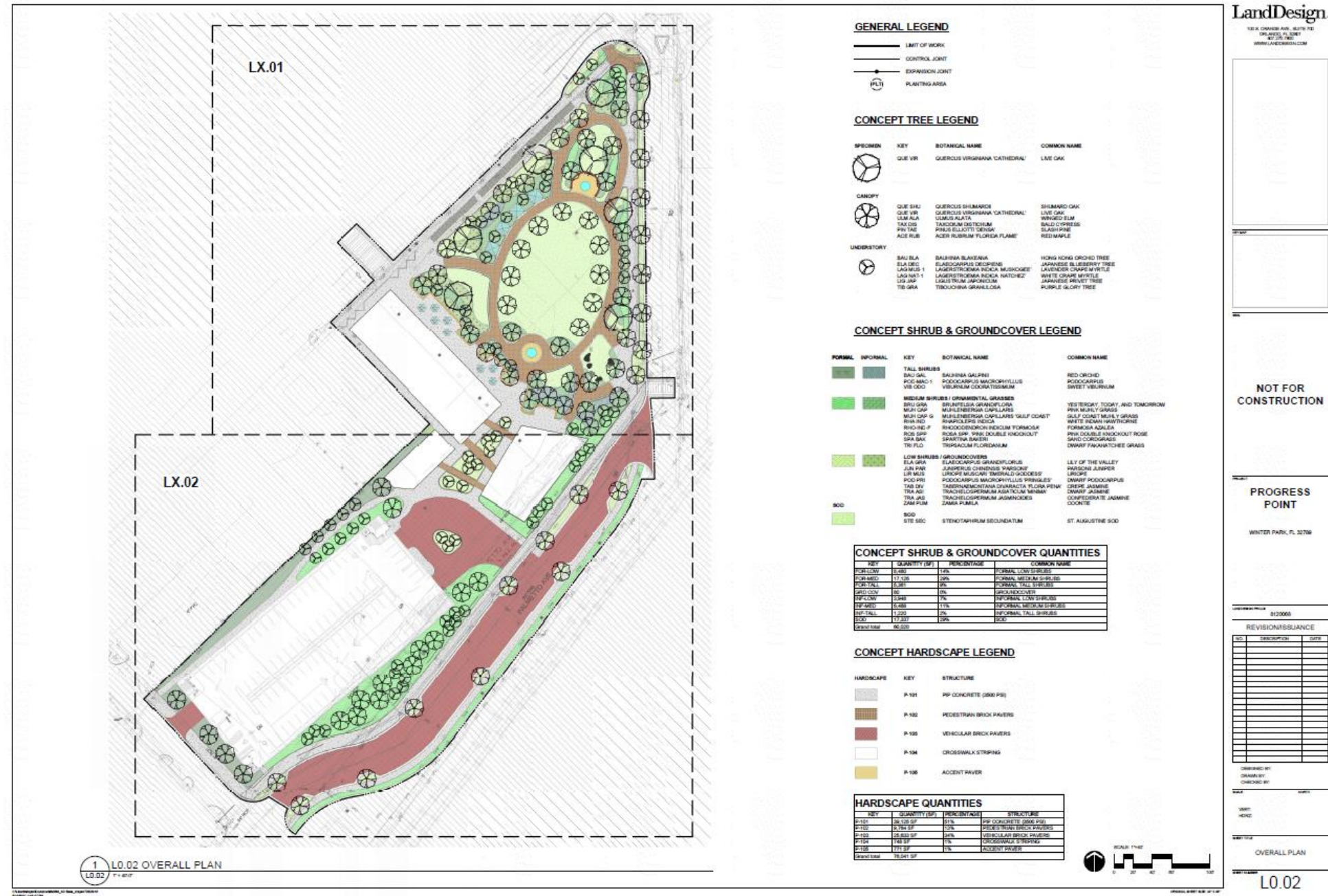


BUILDING SECTION DIAGRAM FACING THE PARK



BUILDING SECTION DIAGRAM ALONG ORANGE AVE

PARK SCHEMATIC DESIGN



PARK SCHEMATIC DESIGN





THE PARK VISION

CONSIDERATIONS

+ FORMAL MEETS FLORIDA - *BUT UNIQUELY*

WINTER PARK

+ EXPERIENCE NATURE - *PLANT COMMUNITIES*

+ LUSH AND FLEXIBLE PARK - *VARIETY OF*

PLANTING, CASUAL, MODERN, REFINED

+ UNEXPECTED SERIES OF PATHS, PERCHES
AND PLACES

+ ADJACENT PRIVATE DEVELOPMENT

+ RESPONSE TO LOCATION AND ENVIRONMENT

+ LAYERING OF SPACES - *LARGE, MEDIUM,*

INTIMATE ZONES - FLEXIBLE AND TRANSITIONAL

+ STORMWATER CAPACITY

+ EDGES DEFINED DIFFERENTLY

