



Parks & Recreation Advisory Board Regular Meeting

Agenda

June 21, 2023 @ 5:30 pm

City of Winter Park City Hall

401 Park Ave

Winter Park, FL 32789

welcome

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

assistance & appeals

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

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105).

please note

Times are projected and subject to change.

-
1. **Call to Order**
 2. **Consent Agenda**
 - a. [Minutes Approval May 17, 2023](#) 2 minutes
 3. **Public Comments (for items not on the agenda): Three minutes allowed for each speaker**
 4. **Action Items**
 - a. [WP Tennis Center Instructional Contractor RFP](#) 5
 5. **Non-Action Items**
 - a. [Land Use Analysis Final Report](#) 15
 - b. [Shady Park and MLK Unity Corner](#) 10
 - c. [MIni Park Update Action Plan](#) 15
 6. **Staff Updates**
 - a. [Project Updates](#) 5
 7. **Board Comments**
 8. **Upcoming Agenda Items**
 9. **Adjournment**



Parks & Recreation Advisory Board

agenda item

item type	Consent Agenda	meeting date	June 21, 2023
prepared by	Kesha Thompson	approved by	
board approval			
strategic objective			

subject

Minutes Approval May 17, 2023

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[0517.23 Minutes & Maps.pdf](#)



Parks & Recreation Advisory Board Minutes

May 17, 2023 at 5:30 p.m.

City Hall
Commission Chamber
401 Park Ave, South
Winter Park, FL 32789

Board Members Present

Michael Perelman, Shannon Sarkarati, Leah Bonich, Krystal Dawkins, Craig Russell, Bob Bendick (virtual)

1. Call to Order

Meeting Called to order by Chairman Perelman at 5:32 pm
Bob Bendick joined the meeting virtually at 6:07pm

2. Consent Agenda

a. Approve Regular Meeting Minutes - April 19, 2023

Motion made by Michael Perelman to approve the consent agenda; seconded by Krystal Dawkins.
Motion carried unanimously.

3. Public Comments (for items not on the agenda): Three minutes allowed for each speaker

4. Action Items

a. Selection of Chairperson and Vice Chair

Motion made by Shannon Sarkarati for Michael Perelman to remain Chair and Krystal Dawkins to become Vice-Chair; seconded by Leah Bonich. Motioned carried unanimously

b. Update Pavilion Rental Policies Rules & Standards for Use

Staff proposed updated language on requiring bounce houses use electricity when possible, and a quiet generator when electricity is not available; and to limit the size of standard bounce house rentals to 25' high and a 40x30 footprint. Board members also suggested the policies read that the \$25 permit fee be submitted when the request is made.

Motion made by Shannon Sarkarati to support staff's recommendation; seconded by Michael Perelman. Motion carried unanimously.

c. Capital Improvement Project Prioritization

Staff provided recommendation of project prioritization; during discussion board members discussion the Mini Parks, Playground updates, and Howell Branch were moved around on the list. Chairman Perelman suggested moving Howell Branch to the bottom as the board has not agreed upon funding for that park.

Motion made by Craig Russell to prioritize Howell Branch Preserve as 4th, Playgrounds Updates to 5th, and Mini Parks to 6th motion failed for lack of second.

Motion made by Michael Perelman to prioritize Playgrounds as 5 and Howell Branch Preserve to 6 on the priority list; seconded by Krystal Dawkins. Motion failed 2-3 with Leah Bonich, Craig Russell, and Shannon Sarkarati voting no.

Motion made by Craig Russell to prioritize CIP projects to Cady Way Court rebuild 1st, Winter Park Tennis Center Clay courts 2nd, Sports field lighting 3rd, Howell Branch Preserve as 4th, Playgrounds Updates to 5th, and Mini Parks to 6th; seconded by Shannon Sarkarati. Motion passed 3-2 with Krystal Dawkins and Michael Perelman voting no.

5. Non-Action Items

a. Reviewed GIS- City designated parkland analysis

Staff provided a city-wide map and the sustainability action plan that displayed comparison of parkland within ½ mile of residential land. Staff also provided the land use analysis that includes the Winter Park Pines, in comparison land use increased from 475.41 to 573.28; board members suggested classifying passive and active park space.

Staff will meet with Sustainability to determine how they define the boundaries

6. Staff Updates

a. Project Update

Staff provided the board project updates. Dinky Dock parking lot is near completion, beach improvements are scheduled. Turf conversation is currently in progress with a completion projected date of August 1st. Mead Gardens accessibility project is projected to be complete by September 1st. Work is scheduled to begin in June 2023 for the Ward Park concession stand upgrade. The conceptual layout of the MLK playground is scheduled for approval of the CRA Board in June. Howell Branch Preserve has 90% construction plans and is awaiting approval from the St. John Water Management. Board member Leah mentioned a bald eagle family that is living behind Lake Waumpi; staff will pass that information on to Dix Hite for the environmental study. The new awning at Winter Park Pines has been installed, the dredging project is still in progress.

7. Board Comments

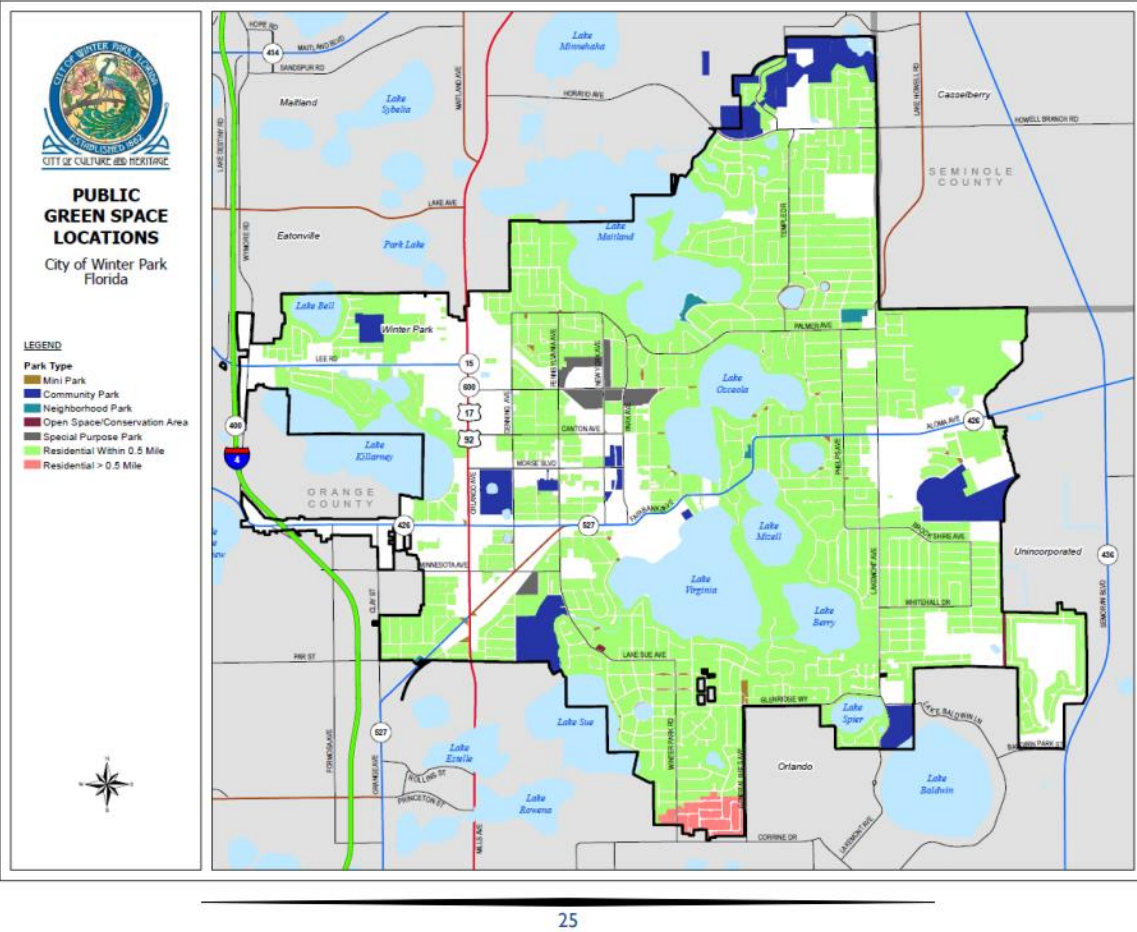
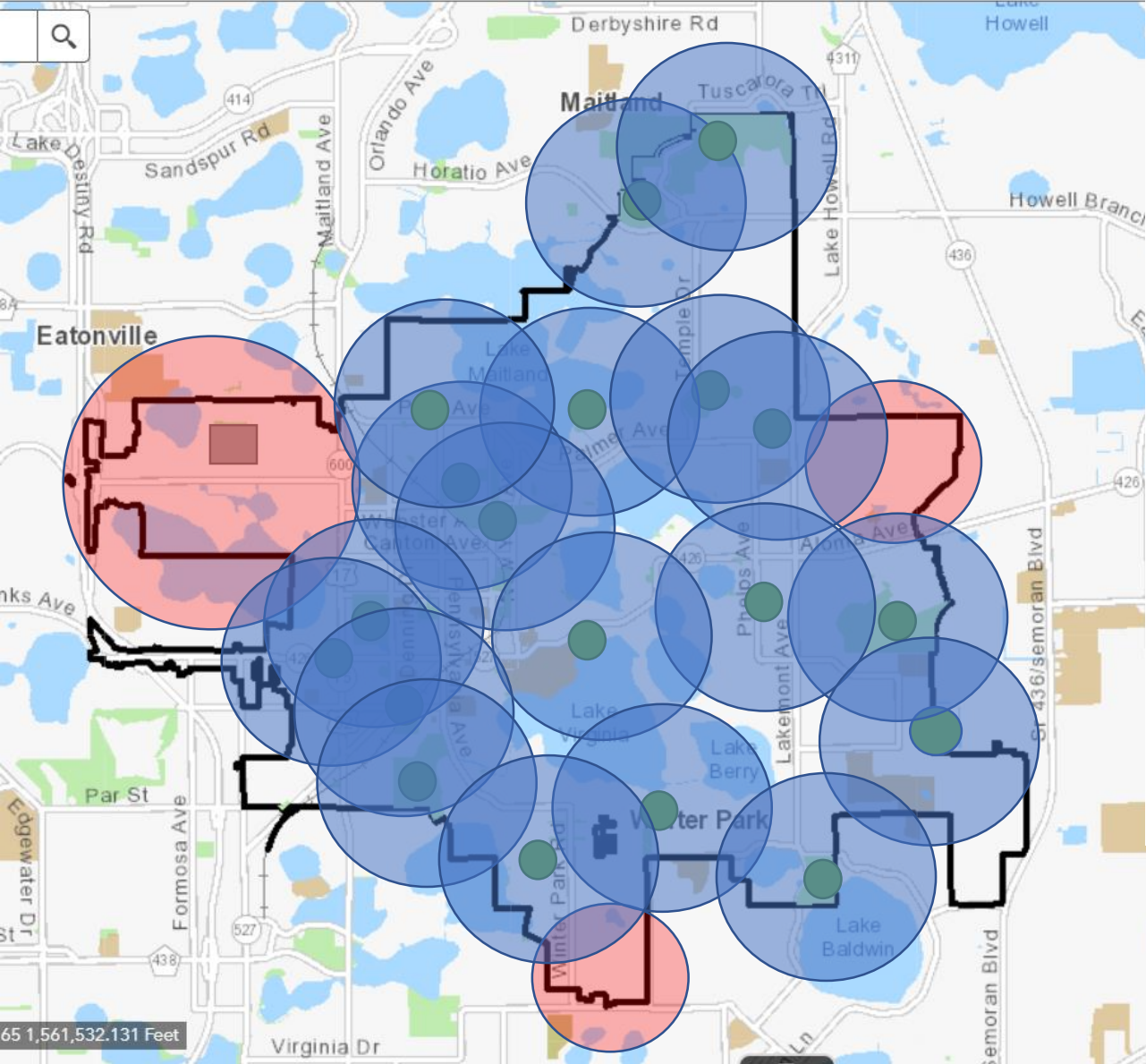
8. Upcoming Agenda Items

9. Adjournment

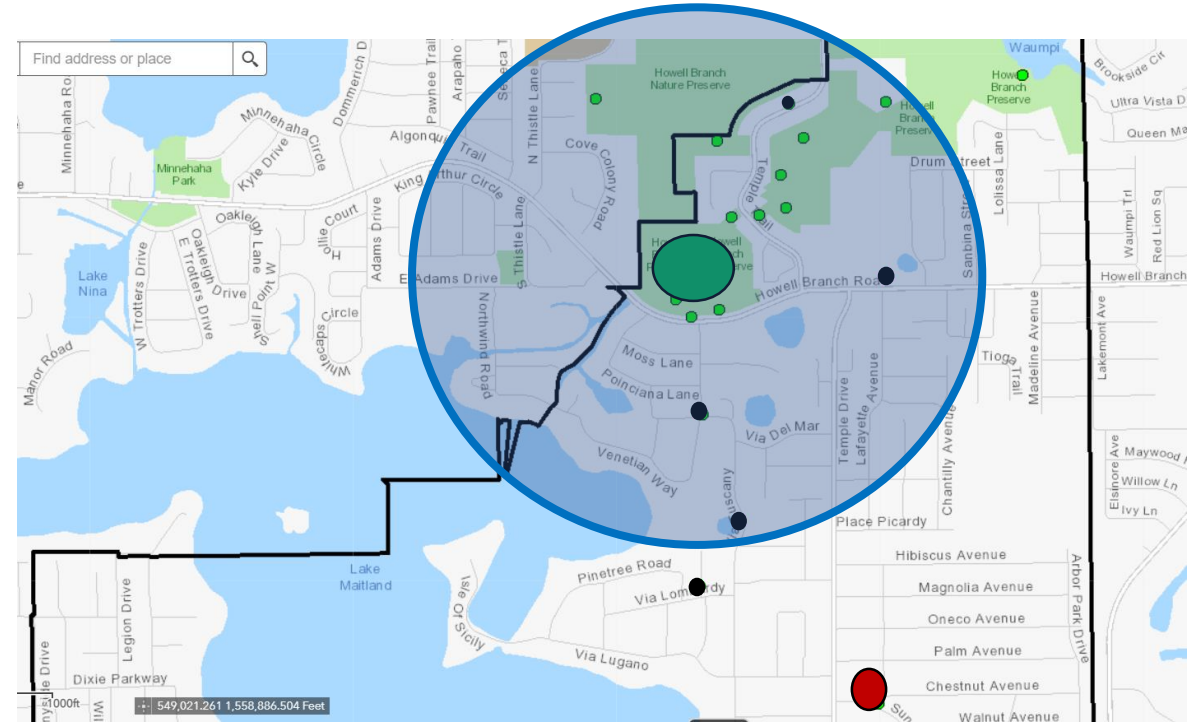
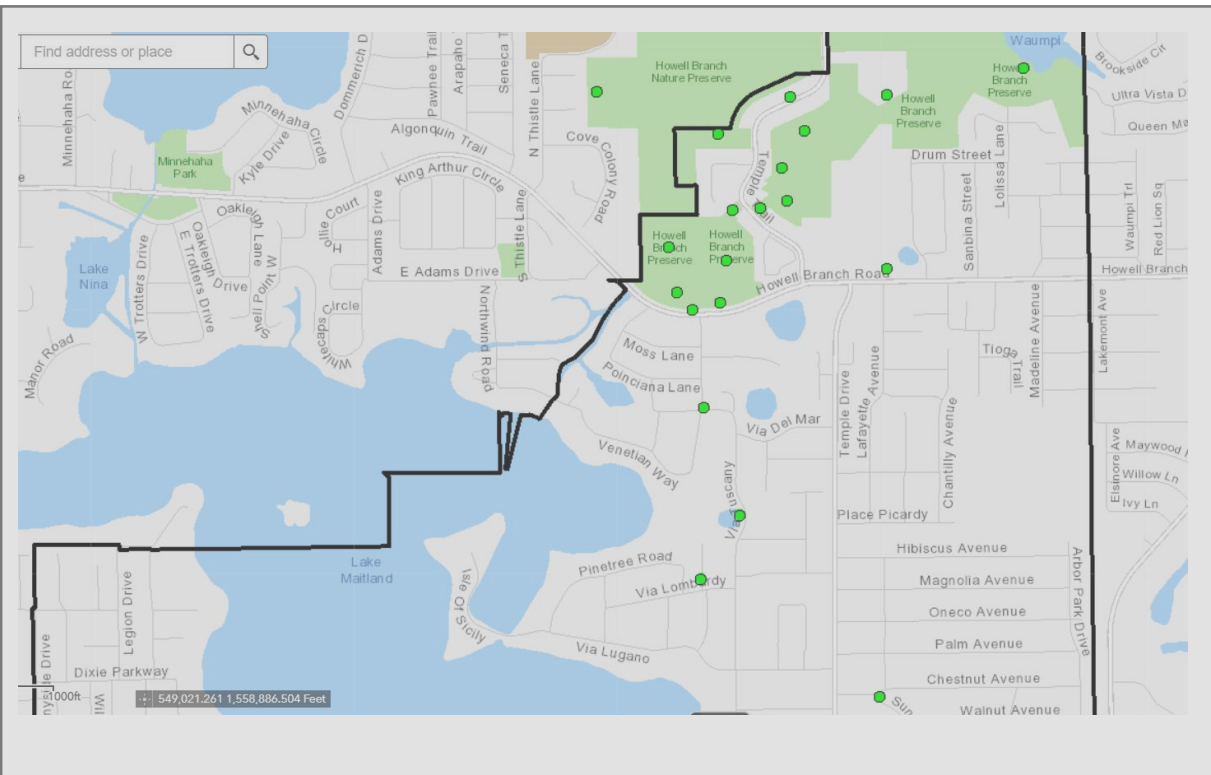
The meeting was declared adjourned by Chairman Michael Perelman at 6:47 pm

Minutes approved by the board on: 06/21/2023
/s/ Kesha Thompson

City Wide – Areas in Red = No park within half mile



Section 1 – Northern Boundary

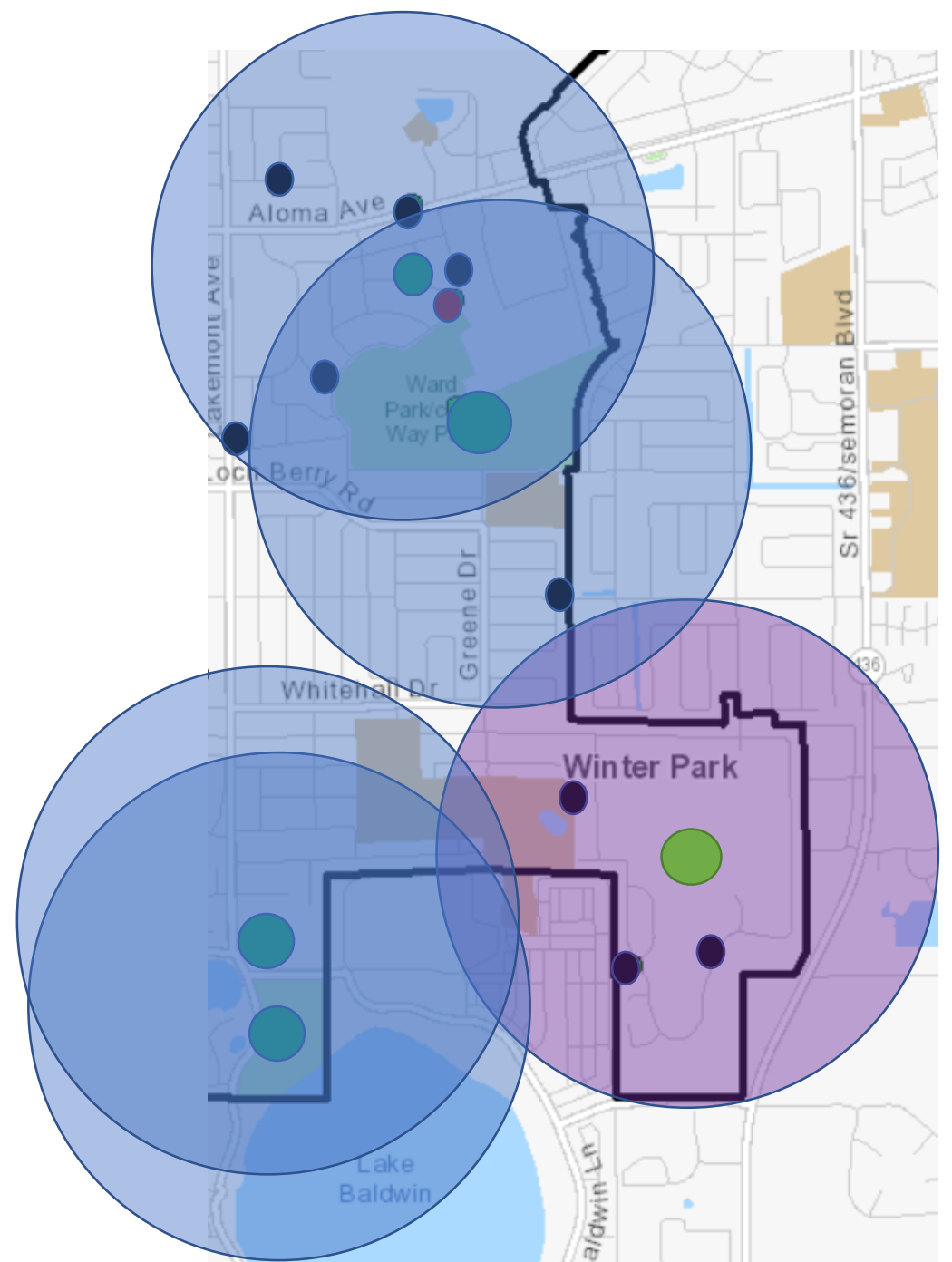


- Main Park Howell Branch Preserve
- Mini Park in red was changed to Streetscape Enhancement

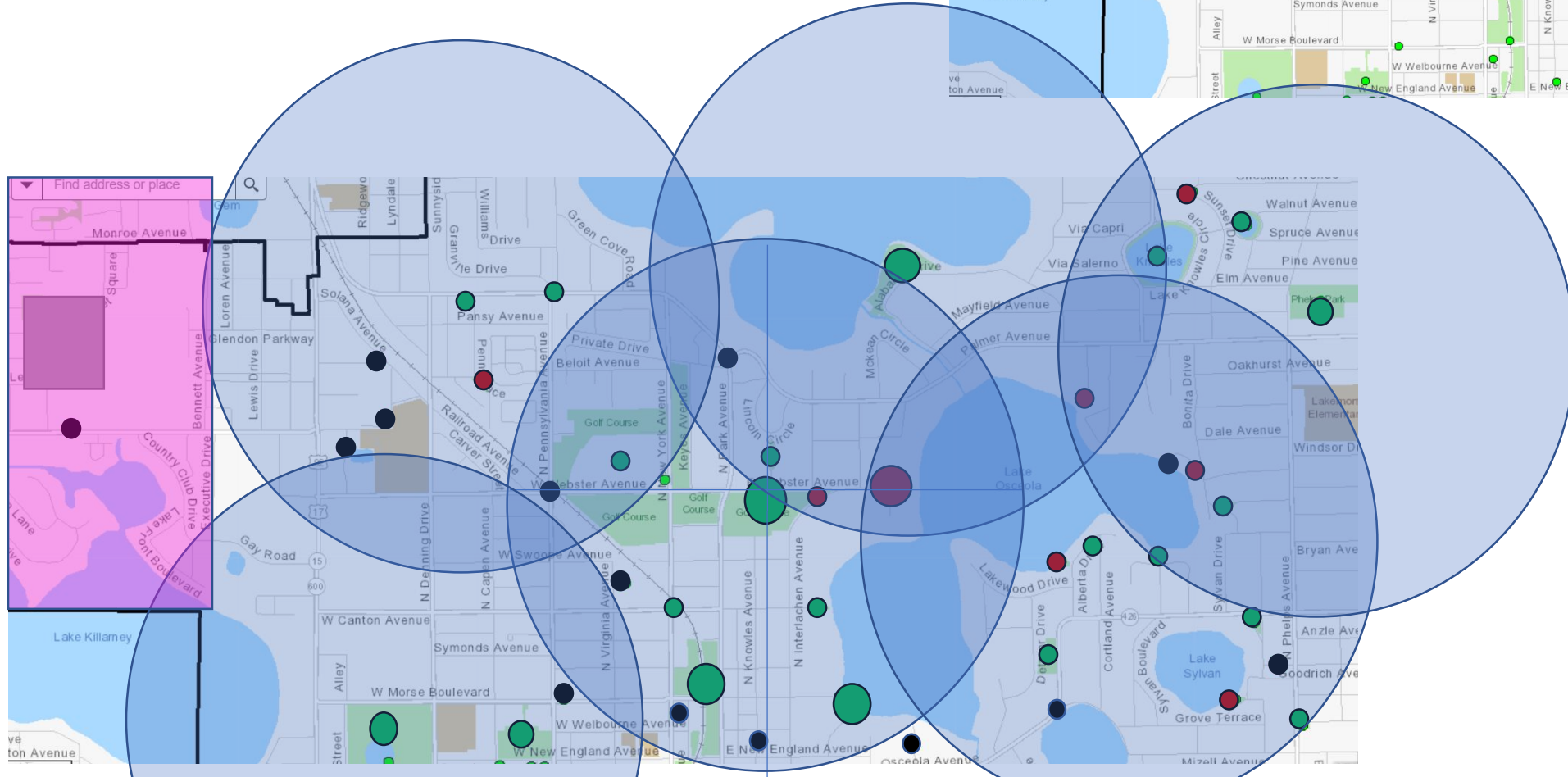
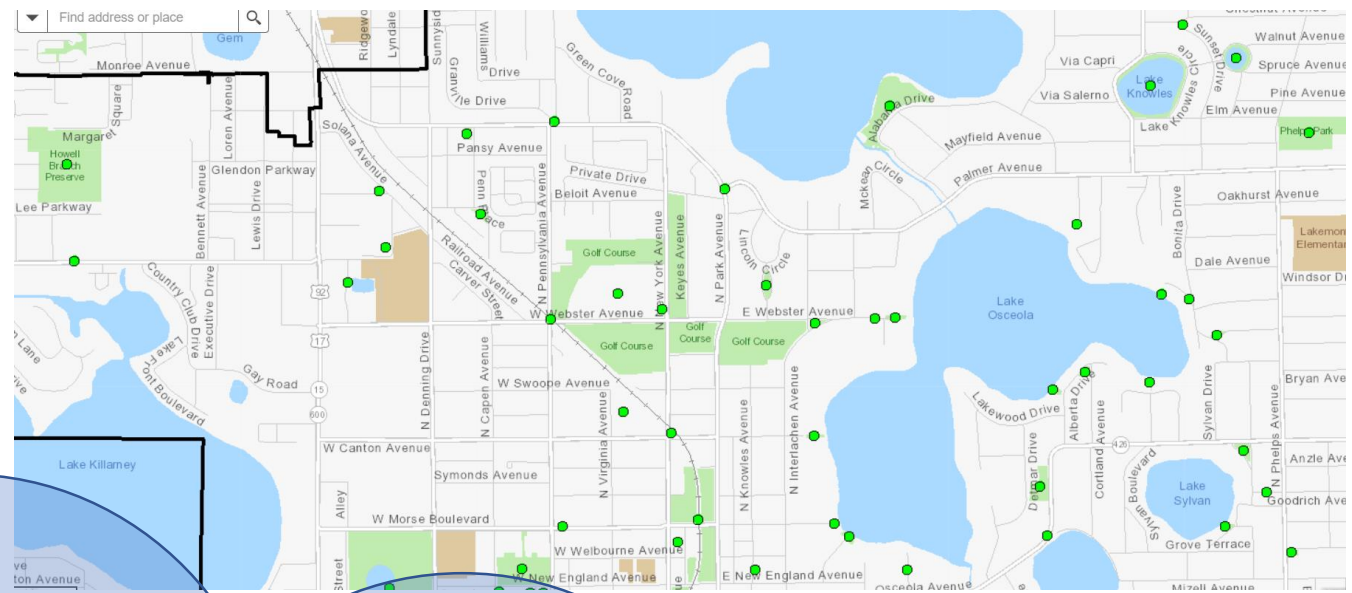
Section 2 Far Eastern Boundary



- **Main Parks – Ward Park and Lake Baldwin**
- **Mini Park changed to Parking Lot**
- **Added WP Pines**

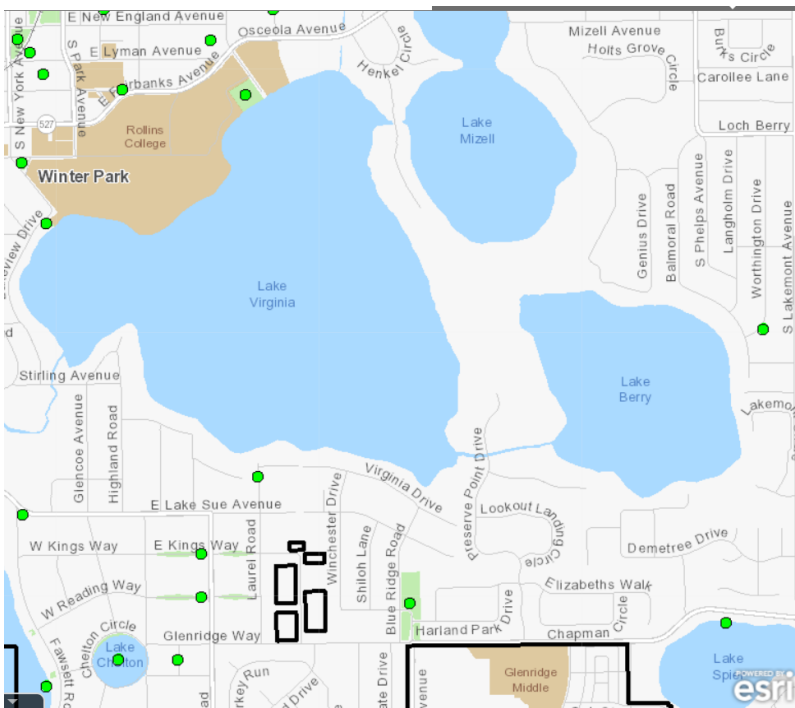


Section 3 –Core to W Boundary

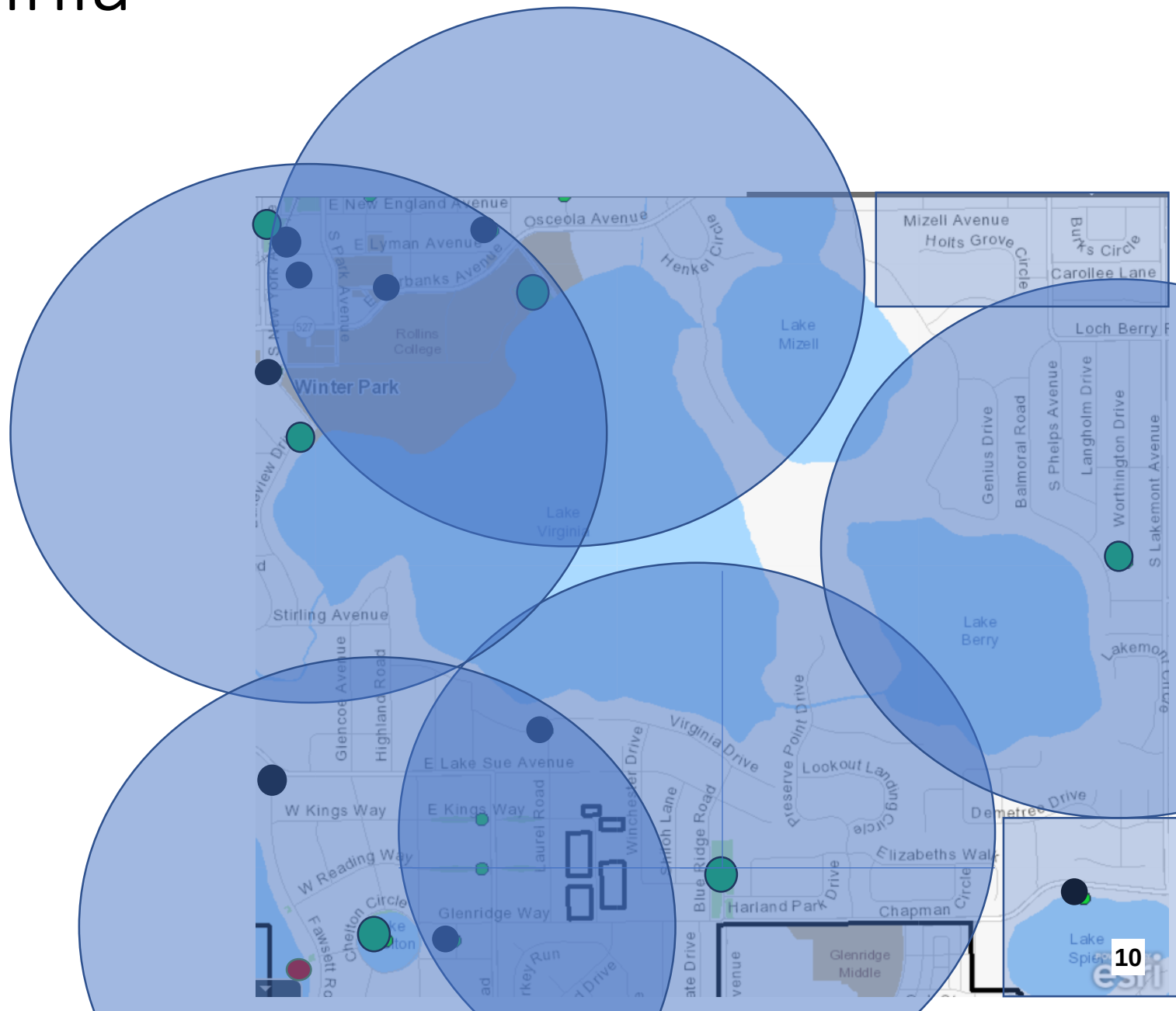


- Numerous Parks in section...
- Removal of Tree Farm leaves deficiency in far west region shaded in purple.

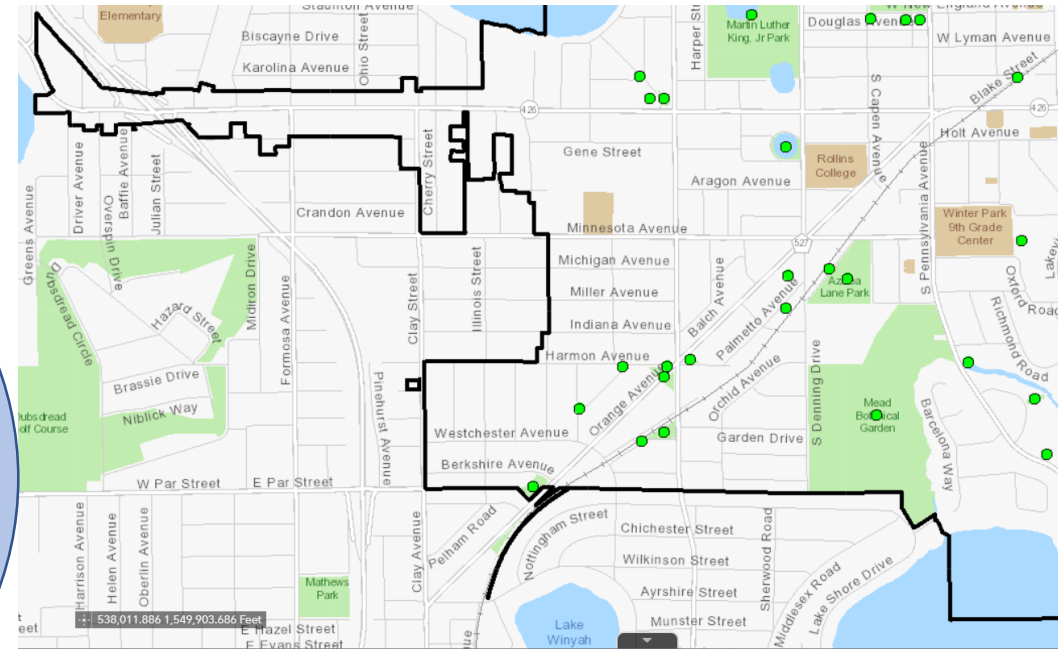
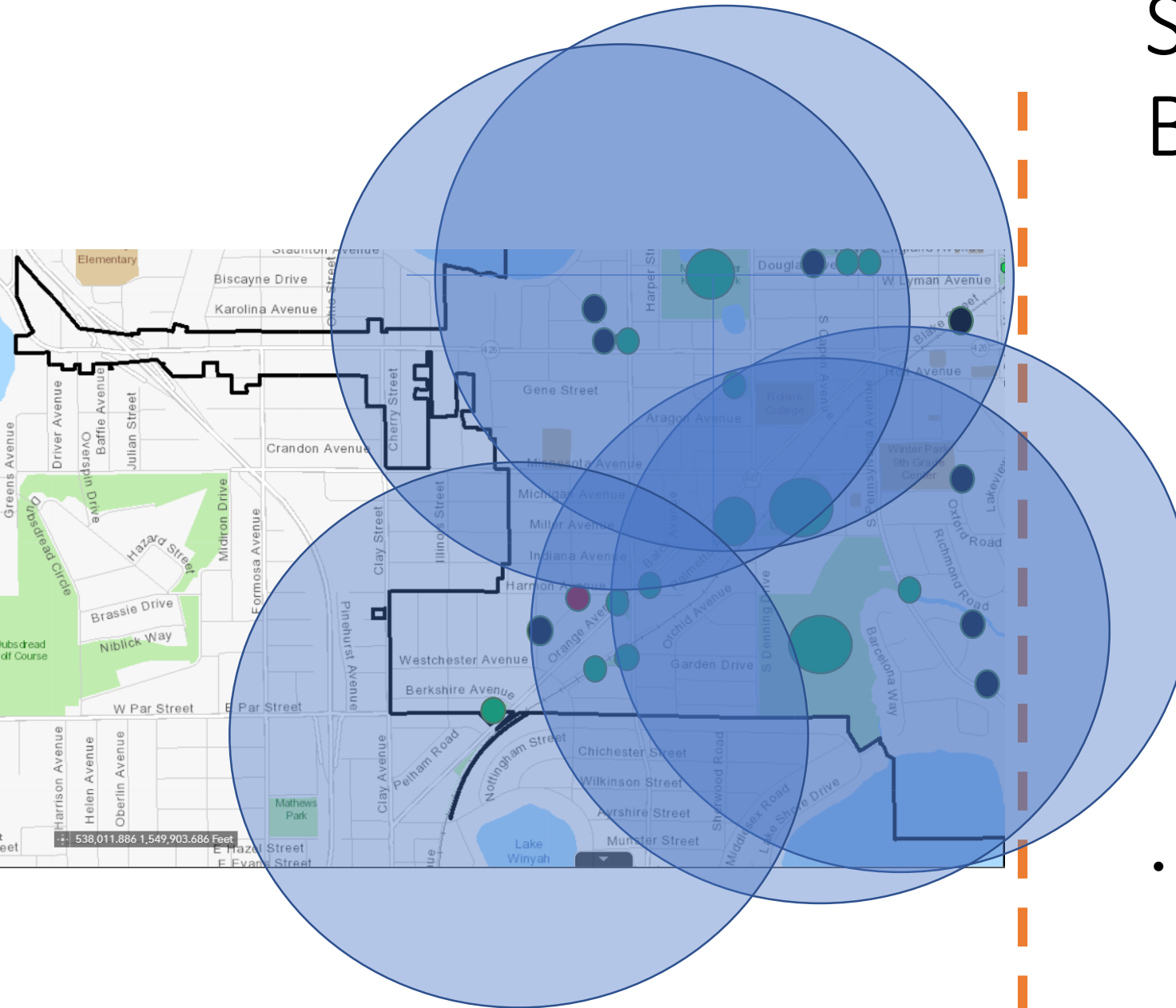
Section 4 – Lake Virginia and S Boundary



- Lake Baldwin, Ward Park, and Central Park all bordering this section.
- Harland Park (Windsong) services southern most residents
- Blue Jacket Park consideration



Section 5 South/SW Boundary



- Far Western area along lacks close park space, but contains minimal residential property.



Parks & Recreation Advisory Board

agenda item

item type	Action Items	meeting date	June 21, 2023
prepared by	Jason Seeley	approved by	
board approval			
strategic objective			

subject

WP Tennis Center Instructional Contractor RFP

motion / recommendation

Review of RFP with majority of focus on section 3

background

The City of Winter Park owns and operates the Winter Park Tennis Center. Under the operational model city staff manage facility maintenance, customer/member services, and business operations for the facility while contracting the instructional element to private business through a revenue share agreement.

The current contract is set to expire this fall and per City policy is required to go back out for competitive bid.

Sections 3 and 5 of the attachment should be the areas of focus for PRAB members.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Tennis Center Instruction Contractor RFP.docx](#)



RFPX-23

TENNIS PROGRAMMING AND INSTRUCTIONAL SERVICES

DEADLINE FOR QUESTIONS: August 3, 2023

RESPONSE DEADLINE: August 10, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/%7Bproject.government.code%7D/projects/%7Bproject.id%7D>

Sealed proposals must be received and time stamped on or before the date and time referenced above electronically via City's e-Procurement Portal. Any responses received after 2:00 pm on said date will not be accepted under any circumstances. Under no circumstances shall the City be responsible for untimely submissions, late deliveries, or delayed response.



City of Winter Park
REQUEST FOR PROPOSAL

Tennis Programming and Instructional Services

I.	Introduction.....
II.	Proposal Preparation & Submittal.....
III.	Scope of Services.....
IV.	Proposal Format.....
V.	Evaluation Procedure
VI.	Evaluation Phases
VII.	Standard Terms & Conditions
VIII.	Summation of Insurance Requirements
IX.	Vendor Requirements & Acknowledgement.....



1. INTRODUCTION

1.1. Summary

Electronic submissions must be received and time stamped by the City of Winter Park's [Procurement portal](#) on or before 2:00 pm Thursday, August 10, 2023. Any responses received after said time and date will not be accepted under any circumstances. Official time will be measured by the time stamp from the Procurement portal, which shall be scrupulously observed. Under no circumstances shall the City of Winter Park be responsible for untimely submissions, late deliveries, or delayed responses.

The City of Winter Park desires to contract with a qualified firm or individual(s) to provide tennis programming and instructional services at the City's Azalea Lane Recreation Center located at 1075 Azalea Lane, Winter Park, FL. The Successful Respondent shall provide for the scheduling of and supervision of private and group instruction; tennis equipment repair services (i.e. Racquet stringing); and management and oversight of sanctioned tennis tournaments. Successful Respondent shall assume responsibility for tennis programming effective October 11, 2023

1.2. Background

Azalea Lane Recreation Center has sixteen (16) outdoor tennis courts, eight (8) of which are hard court and eight (8) of which are soft court. There is a tennis-center building located right at courtside with bathroom facilities, pro shop, and registration desk.

1.3. Contact Information

Michael Hall
Procurement Agent
Email: mhall@cityofwinterpark.org
Phone: [\(407\) 599-3414](tel:(407)599-3414)

Department:
Procurement

Department Head:
Jennifer Maier
Procurement Manager

1.4. Timeline

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.

RFP Issue Date	July 5, 2023
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Pre-Proposal Meeting (Non-Mandatory)	July 19, 2023, 2:09pm City Hall (Chapman Room), 401 S Park Avenue, Winter Park, Florida 32789
Question Submission Deadline	August 3, 2023, 5:00pm
Proposals Due to Procurement	August 10, 2023, 2:00pm
Selection Committee Meeting – Evaluation and Ranking	August 24, 2023, 1:30pm
Oral Presentations	August 31, 2023, 1:30pm
Final Ranking	August 31, 2023, 4:30pm
Anticipated Commission Award	TBD

2. PROPOSAL PREPARATION & SUBMITTAL

2.1. Obtain Documents

Documents can be downloaded by visiting the [City of Winter Park's Public Procurement portal](#). If you experience any problems downloading the document, please contact the OpenGov system support via the Tech Support chat on the website, email at procurement-support@opengov.com, or by phone at (650) 336-7167.

2.2. Electronic Proposals Due

Electronic responses must be submitted via City's Procurement portal by 2:00 pm Thursday, August 10, 2023. It is the Respondent's responsibility to ensure for any reason, are not so delivered will not be considered. All proposals received after 2:00 pm Thursday, August 10, 2023 will not be accepted. Under no circumstances will City of Winter Park be responsible for late proposals or submissions.

All proposals will be opened and acknowledged immediately following proposal due date and time.



2.3. Optional Pre-Proposal Meeting

An optional Pre-Proposal Meeting will be held in the City Hall (Chapman Room), 401 S Park Avenue, Winter Park, Florida 32789, at 2:09 pm on Wednesday, July 19, 2023. The purpose of this Pre-Proposal Meeting is to review the requirements and specifications for the above.

2.4. 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.

2.5. 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 electronic copy in the [City's Procurement Portal](#). Proposals shall be submitted electronically by the Respondent. Where the Respondent is a corporation, limited partnership, limited liability company, or other entity other than an individual. A respondent may be requested to present evidence of its experience and qualifications and the entity's financial ability to carry out the terms of any resulting contract.

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "Redacted". An electronic copy (Microsoft Word or Adobe) shall be submitted in within the [#Vendor Questionnaire](#) .

2.6. Proposal Submittal

Proposals shall be submitted directly to the [City's Procurement Portal](#). Submit proposals in accordance with the instructions listed herein regarding the time, place, and date required. Responses received after the time requirement will not be opened and will not be considered for award. It is the respondent's sole responsibility to be sure its response is delivered directly to the [City's Procurement Portal](#) by 2:00 pm Thursday, August 10, 2023 and that the response is properly labeled as required. The City will not be responsible for any proposal delivered incorrectly or to the wrong location.

All proposals must be prepared and submitted in accordance with the instructions provided in this Request for Proposal (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, and 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.

3. SCOPE OF SERVICES

3.1. Firm's Responsibilities

Successful Respondent agrees to provide the City with sufficient qualified staff over the age of 16 that have completed a full federal law enforcement background check (at the Successful



Respondent's expense). A complete listing of staff and background reports must be provided at least thirty (30) days prior to start of operation.

- A. Identification: Each employee of the Successful Respondent shall wear a shirt that identifies them as an employee of the Successful Respondent with a name tag prominently displayed. Workers found to have criminal offenses for drug use, violent offenses with a weapon, child abuse, domestic violence or sexual abuse shall not be permitted to provide services under this contract. Successful Respondent shall provide an updated staff roster, background check report and credentials to the Parks & Recreation Department prior to starting any new employee or staff change.
- B. Licenses and Certifications: Successful Respondent shall obtain all necessary licenses and permits as required by law. Business licenses (City and County) must be included in your response. Successful Respondent shall abide by all Federal, State and local health and safety regulations. Successful Respondent must be a current member in good standing, of the United States Professional Tennis Association with a minimum membership rating of Professional 1, and an NTRP of not less than 4.5. Successful Respondent must maintain Professional 1 Certification for the duration of the contract. Copy of Professional 1 certification and proof of NTRP 4.5 rating must be included with your proposal to be considered responsive. The professional teaching staff and their aides shall possess a membership in the United States Professional Tennis Association with a minimum membership rating of Professional 3, with an NTRP (National Tennis Rating Program) of not less than 4.0 playing ability of an NTRP (National Tennis Rating Program) of not less than 4.0 and demonstrated abilities in the instruction of tennis. Copies of Professional 3 certifications and proof of NTRP 4.0 ratings must be provided within three (30) days of execution of contract.
- C. Successful Respondent agrees to provide the public with tennis instruction and to promote the same as follows:
 1. Private Lessons: Promote and teach lessons in the game of tennis to individuals. Such instruction will be defined as "private lessons" for one person or "semi-private lessons" for more than one person but less than four persons.
 2. Group Lessons: Promote and teach lessons to individuals in a group of four (4) or more persons. Such instruction will be defined as a "group lesson" for both adults (age 18 and over) and juniors (ages 4 to 18).
 3. Junior Development and Training Program: Promote a development and training program.
 4. Clinics: Promote and teach lessons in groups of not less than six (6) or more than ten (10) persons per instructor. Such instruction will be defined as a "clinic". Fees for



- the various types of clinics that can be conducted will either be “fee” or “free” depending upon mutual advance written agreement by the Successful Respondent and City.
5. Sanctioned Youth Tournaments: Host at least two (2), no more than four (4) sanctioned junior tennis tournament programs per year at the Tennis Center, if directed by the Parks and Recreation Department.
 6. Sanctioned Adult Tournaments: Host at least one (1), no more than four (4) sanctioned adult tournaments per year, including participation in establishing specific needs for individual tournaments. A written schedule of tournament dates, types and levels shall be provided and approved by the City six (6) months in advance of the tournaments.
 7. Youth Tennis Camp: Promote a Youth Summer Tennis Camp, ages 6 to 15, one week in duration per skill level. Coach tennis teams sanctioned by and at the Tennis Center. Such service will be defined as “coaching”.
 8. Demonstrations and Free Tennis Promotional Events: Offer demonstrations of aspects of the game of tennis in promotion of the Tennis Complex free of charge twice a year.
- D. Meetings: Successful Respondent shall meet in person a minimum of once per week on property with the Parks & Recreation Department designee to discuss operations and resolve any issues that may have arisen. Successful Respondent shall participate in any meeting (within reasonable notice) related to this Contract convened by the City. Successful Respondent shall implement City approved fee structure.

3.2. City's Responsibilities

This City shall manage all aspects of court usage and scheduling, league play, membership services, and member events.

- A. Hours or Operation: The facilities shall be open for tennis play between the hours of 7:00a.m. and 10:00p.m., Monday through Friday and 7:00 a.m. and 6:00 p.m. Saturday and Sunday. The City shall be responsible for opening and closing the park to include the front gate, tennis court Successful Respondent shop and restroom facilities.
- B. Access to Facility: City will ensure that facility is open and ready for Successful Respondent use as follows:
 - o Monday – Friday: 7:00 a.m. to 10:00 p.m.
 - o Saturday/Sunday: 9:00 a.m. to 6:00 p.m.



The City will make special accommodations for special events and tournaments. Successful Respondent must submit request for early or late access in writing to the Tennis Center Manager a minimum of 30 days in advance and will be subject to availability.

C. Maintenance: City will keep the complex free of trash, debris, sand and water, and maintain the overall cleanliness of complex facilities. Maintenance shall include daily dusting, mopping, cleaning and vacuuming of the Pro Shop, restrooms and removal of trash, soft and hard court daily maintenance (irrigation, raking and rolling of soft courts).

The City shall provide the Successful Respondent with a minimum of 14 calendar day's written notice for any scheduled court closures or maintenance. For emergency or unscheduled repairs the City will provide immediate notice of any court closures and make reasonable accommodations to not disrupt program schedule. The City will not be financially responsible for any loss suffered by the Successful Respondent for closures.

3.3. Dedicated Courts

It is the purpose of this contract to provide for both a high-level instruction and development program as well as provide for an exceptional member experience. In achieving this goal, both parties must understand and appreciate the need to work cooperatively to balance the needs of our entire tennis community. The following provides a schedule of court use for lessons by the selected Successful Respondent. Additional court space is not guaranteed, but may be requested through the Tennis Center Manager.

Monday - Friday:

	Non – Instructional Use		Instructional Use	
Court Type	Hard Court	Soft Court	Hard Court	Soft Court
Time				
07:00a - 12:00p	4	8	4	0
12:00p - 06:00p	2	4	6	4
06:00p - 10:00p	2	6	6	2

Saturday & Sunday:

	Non – Instructional Use		Instructional Use	
Court Type	Hard Court	Soft Court	Hard Court	Soft Court
Time				
07:00a - 12:00p	2	8	6	0
12:00p - 06:00p	2	4	6	4

3.4. Operational Decisions

League play and the number of teams will be determined by City and Tennis Center Manager.



The fee structure for tennis programming and instruction will be provided by the Successful Respondent but must comply with pricing guidelines provided in Fees and Fee Schedule and be approved by the City of Winter Park.

3.5. Advertisement and Promotion

The City may promote the Tennis Center and the services of the Successful Respondent. By submitting a response to this RFP, the Successful Respondent shall authorize the City to use the Successful Respondent's name for any advertising or promotional material. The City of Winter Park seal will appear on all promotional and advertising materials and must have prior approval from the City's Communication Department. The cost of advertising for promotion promulgated by the City will be met by the City. The Successful Respondent will be authorized to advertise and promote the facilities and services offered under the contract. The cost of all advertising and promotion promulgated by the Successful Respondent shall be paid by the Successful Respondent. All public information will require prior approval from the City's Communication Department.

3.6. Revenue Share

In exchange for the right to exclusive instructional and programming rights at the Winter Park Tennis Center, a percentage of the total sales of instruction, lessons, clinics, demonstrations, tournaments, equipment repair and other community tennis related services (less sales tax) received each month shall be paid to the City. All membership fees, court use fees, merchandise/food and beverage revenues will go to the City of Winter Park solely.

A. Successful Respondent Compensations:

The following revenue share model will be used for calculating compensation to Successful Respondent and City.

1. \$1 - \$349,999 – City 35%/Successful Respondent 65%
2. \$350,000 - \$499,999 – City 25%/Successful Respondent 75%
3. \$500,000 or more - City 10%/Successful Respondent 90%

As shown above, revenue share will adjust once benchmarks are reached by Successful Respondent. First \$350,000 Successful Respondent would receive 65% of all programming and instruction revenues. Once Successful Respondent revenues exceed \$350,000 for the fiscal period additional revenue earned by Successful Respondent, Successful Respondent compensation would increase to 75% of revenue up until Successful Respondent reaches the threshold of \$500,000 in annual revenue. Any revenues for the fiscal year beyond \$500,000 would be shared at a rate of 90% to Successful Respondent and 10% to City.

3.7. Accounting Procedures

All payments and monies related to Winter Park Tennis Center will be collected by the City of Winter Park and processed and recorded using the City's recreation software, RecTrac.



Each Monday, Winter Park Tennis Center staff will provide Successful Respondent with a registration and financial report for the current month. In addition, designated Successful Respondent staff will be offered the ability to utilize software for review of the tennis programming related financial and registration reports.

Tennis Center staff will provide a monthly report with registration and financial data no later than the 4th day of the following month for Successful Respondent review and approval. Payment to Successful Respondent for the previous month will be made by the City no later than the 15th of each month.

3.8. Programming Fees

A. Program Maximum Allowed Fees:

1. Group Lessons (Fee max based on per class fee standard time of 45-60m)
 - a. Adult Group Lessons - Max Fee/Class: \$20
 - b. Youth Group Lessons – Max Fee/Class: \$18
2. Junior Development and Training
 - a. Jr Training/Pre-Tournament Training – Max Fee/Class: \$45 (Fee max based on per class fee standard time of 60-90m)
 - b. Elite Training/Competition Training – Max Fee/Class: \$55 (Fee max based on per class fee standard time of 90-120m)
3. Clinics and Private/Semi Private
 - a. Group and Team Clinics – Max Fee/Hour: \$125 (Fee max based on per group per hour)
 - b. Private Lessons – Max Fee/Hour: \$100 (Hourly rate per person)
 - c. Semi-Private Lessons – Max Fee/Hour: \$60 (Hourly rate per person)
4. Youth Tennis Camps
 - a. Recreation Level (over 5 hours): Full Day – Max Fee/Day: \$55; Half Day – Max Fee/Day: \$40
 - b. Competition Level: Full Day (over 5 hours) – Max Fee/Day: \$65; Half Day (under 5 hours) – Max Fee/Day: \$55
5. Tournaments
 - a. Youth Tournaments (sanctioned) – Max Fee - \$50
 - b. Adult Tournaments (sanctioned) – Max Fee - \$50



B. Miscellaneous and Non Specified Programming:

Successful Respondent may offer programming or instructional component not listed above, but will require approval of associated fees by City.

C. Resident and Non- Resident Pricing:

Due to the facility being a City facility which operation and upkeep is funded by tax revenues, residents of Winter Park will receive 20% reduction on set prices.

D. Fee Approval and Increases:

Fee and programming schedule should be submitted to the Tennis Center Manager for review and department and City approval by July 1st of each contract term for the subsequent contract renewal period. Maximum fee may be recommended for increase annually as part of budget process and City fee reviews. Any recommend fee increase should be submitted with justification for increase.

4. PROPOSAL FORMAT

Respondents must respond in the format delineated below.

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 is is pertinent to the headings as listed herein may be added to the end of each section. However, the 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 a proper index as to the subject matter contained therein. Any Addenda are to be acknowledged on the City's Procurement Portal.

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 Proposal does not and shall not commit the City or its agents to enter into any agreement, to pay any costs incurred in the preparation of the submittals, or to procure or contract for services or supplies.

Tab 1. Letter of Interest (Non-Scored)

The response shall contain a letter signed by a person who is authorized to commit the firm to perform the work included in the request and should identify all materials and enclosures being forwarded in response to this RFP. The Letter of Interest must be signed by a duly authorized officer(s) of your Firm, Corporations website at: www.sunbiz.org. Your firm must provide a copy of your Firm's Sunbiz following Letter of Interest in order to verify the duly authorized officer(s). The letter should also provide a brief description of the firm's ability to meet the requirements of the RFP in the form of concise summary level description of the company, its capabilities, and distinctive competitive attributes. The letter shall identify the name and contact information of



the primary point of contact for questions related to this RFP, and the name and title of the signatory who is authorized to commit the firm to the work.

In accordance with F.S. 287.055 (3) (d), when securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451. In this section, identify whether the firm is a minority business enterprise in accordance with Florida Statute.

Include the following licensure documentation in this Section:

State	of	Florida	Business	License
State	of	Florida	Professional	License

Certified Minority Business Enterprise – The submitted certification will be validated using the Certified Vendor Directory from the Florida Department of Management Services Office of Supplier Diversity website: <https://osd.dms.myflorida.com/directories>

Tab 2. Table of Contents (Non-Scored)

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 3. Respondent's Qualifications & Experience

Provide a statement of Qualifications and Experience as they relate to this service. The information submitted in your response must specifically include:

- Professional credentials and experience of Proposer (for the purposes of this RFP, the proposer shall also be the professional responsible for the overall management of tennis programming and instruction) including:
 - o Proof of current membership in the United States Professional Tennis Association with a minimum membership rating of Professional 1, and an NTRP of not less than 4.5.
 - o Locations of Tennis Clubs and number of years as a player/teacher including tournaments played and types of coaching experience worked at each location.
 - o Description of experience and qualifications as it pertains to leading a team of professional tennis instructors.
 - o Description of experience as it pertains to marketing, promoting, and implementing recreational level and tournament level tennis programming.
 - o A minimum of three letters of recommendation that relate specifically to proposers abilities to perform comprehensive tennis management services. At least two of the letters must be a business reference. Each letter shall contain the name, address, telephone number and email address of the reference.



- o A completed Federal Background Check for proposer.
- o A 2022 Annual Financial Report for proposing firm (or more recent if available).

Tab 4. Revenue and Programming Proposal

Submit a comprehensive programming plan that includes expected schedule of programming and description. Submit a projected annual enrollment and corresponding revenue estimation.

Tab 5. Connection to Local Tennis Community

Describe in detail your current involvement with the tennis community within Central Florida and how you will leverage this relationship to not only maintain, but to increase tennis programming and instruction participation and revenues at the Winter Park Tennis Center.

Define your strategy on how you would further engage our local community to increase overall interest in the game of tennis for all ages, but with a specific goal of reaching the 10 and under market.

Tab 6. Marketing and Customer Focus

Provide a detailed proposed marketing plan. Identify your plans to market and advertise the tennis programs to increase and maintain your customer base to provide a comprehensive tennis instruction and training program.

Describe your customer service philosophy and importance of customer/member retention. Provide a specific plan on how you will engage your customers regarding performance of your programs and instructors.

Tab 7. Vendor Requirements and Acknowledgement

Fully acknowledge and include the Drug Free Workplace Acknowledgment, E-Verify Acknowledgment, Non-Collusion Statement of Prime Respondent, Public Entity Crimes Affidavit, Public Records Act Acknowledgment & Copy of Business Certificate in the Vendor Requirements and Acknowledgement section.

Tab X. Miscellaneous

Additional information the Respondent feels will assist the evaluation should be included in this Section.

5. EVALUATION PROCEDURE

5.1. Evaluation

It is the intent of the City that all firms responding to this RFP that 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.



5.2. Criteria

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

Further, each proposal will be evaluated for full compliance with the RFP instructions to the Respondents and the terms and conditions set forth within the RFP document. Proposals will be scored and ranked in accordance with the weighting and grade specified in the following table. Proposals will be evaluated, and an award will be 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 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.

5.3. Selection Process

The selection process is as follows:

- A. The Selection Committee will evaluate all proposals which have been determined to be responsive.
- B. 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 shortlist.
- C. After oral presentations are conducted from the shortlisted firm(s), a post-presentation ranking will be conducted to determine the overall top-ranked firm.
- D. The Procurement Division will prepare an agenda item for the award recommendation to the City Commission.
- E. 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.

- F. The City and the selected Respondent will enter into a contract incorporating this RFP's requirements and 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 disagree with the contract terms. The City reserves the right to reject a Respondent, even a Respondent awarded the contract, before complete contract execution.

5.4. Formal Oral Presentations/Interviews

The City may conduct formal interviews with or receive oral presentations from three or more 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 before 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 allow 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.

5.5. 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 before 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.



6. EVALUATION PHASES

A. Scoring Definitions

- o 1 = Poor: Lacking or inadequate in most basic requirements, specifications, or provisions for the specific criteria.
- o 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.
- o 3 = Average: Adequately meets the minimum requirements, specifications, or provisions of the specific scope and is generally capable of meeting the City's needs.
- o 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.
- o 5 = Excellent: Exceeds minimum requirements, specifications, and provisions in most aspects for the specific criteria.

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

- A. the honesty, reputation, and integrity of a Respondent necessary to a faithful performance of the Contract;
- B. a Respondent's skill and business judgment;
- C. Respondent's facilities, labor force, and equipment for carrying out the Contract properly and expeditiously;
- D. Respondent's previous conduct under other contracts with the City and contracts with any other parties that the Respondent has provided work or services;
- E. the quality of Respondent's previous work for the City and any other parties that the Respondent has provided work or services;
- F. Respondent's pecuniary ability and financial stability;
- G. the Respondent's previous and existing compliance with laws, ordinances, and regulations;
- H. Respondent's maintenance of a permanent place of business;
- I. Respondent's appropriate successful contractual and technical experience in similar work;



- J. The proportional amount of the work Respondent intends to perform with its own organization as compared with the portion it intends to subcontract;
- K. the qualifications of subcontractors whom each Respondent proposes to use;
- L. the proximity of Respondent's labor force, equipment, and business operation in relation to the City,
- M. Respondent's ability to meet and/or maintain scheduling requirements
- N. Respondent's quoted prices for services, and
- O. Respondent's responsiveness to this Request for Proposals.

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

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

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	Respondent's Qualifications & Experience Respondents are evaluated based on their qualifications and experience on with tennis programming and instruction, locations of Tennis Clubs and number of years as a player/teacher including tournaments played and types of coaching experience worked at each location, experience and qualifications as it pertains to leading a team of professional tennis instructors, experience as it pertains to marketing, promoting, and implementing recreational level and tournament level tennis programming, and their current membership level in the United States Professional Tennis Association.	0-100 Points	6 <i>(30% of Total)</i>
2.	Revenue and Programming Proposal Respondents are evaluated based on the proposed comprehensive programming plan that includes expected schedule of programming and description with a projected annual enrollment and corresponding revenue estimation.	0-100 Points	5 <i>(25% of Total)</i>
3.	Connection to Local Tennis Community Respondents are evaluated based on their current involvement with the tennis community within Central Florida and how they will leverage this relationship to not only maintain, but to increase tennis programming and instruction participation and revenues at the Winter Park Tennis Center and their strategy on how they would further engage our local community to increase overall interest in the game of tennis for all ages.	0-100 Points	4 <i>(20% of Total)</i>



4.	Marketing and Customer Focus Respondents are evaluated based on their detailed proposed marketing plan and how well it plans to market and advertise the tennis programs to increase and maintain your customer base to provide a comprehensive tennis instruction and training program and their specific plan on how they will engage customers regarding performance of their programs and instructors.	0-100 Points	4 <i>(20% of Total)</i>
5.	DBE Utilization A current certificate issued by the State of Florida is included with submitted materials.	0-100 Points	1 <i>(5% of Total)</i>

7. STANDARD TERMS & CONDITIONS

7.1. Basis of Response/Proposals

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

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

7.2. Submission of Supporting Documents

The Successful Respondent shall furnish all required documents within ten (10) business days after notification of the award. If the Successful Respondent fails to furnish the required documents within ten (10) business days, the City may withdraw the award and award to the next lowest responsive, responsible respondent whose bid provides the best value to the City.

7.3. Proposal Prices

The Respondent warrants by virtue of bidding that the prices, terms, and conditions quoted in this proposal will be firm for ninety (90) days from the date of the proposal opening unless otherwise specified by the Respondent and shall not be amended after the date and time of the bid opening. Any attempt by a Successful Respondent to amend said proposal 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 bid/proposal package set forth by the City of Winter Park.

7.4. Contract Term

Unless otherwise agreed in a written document approved and signed by the City, the contract shall be in effect for twelve (12) consecutive months from the date the Mayor or other authorized signer signs the contract on behalf of the City.

There shall be the option of renewal for a possible second, third, fourth, and fifth 12-month period, not to exceed sixty (60) months in total, after the written consent of both parties and approval by the City Commission or City Manager. Approximately forty-five (45) days before the expiration of the initial contract period, the successful Respondent will be notified by the City if it seeks an extension. To be effective and enforceable, any changes in the scope of services or prices intended to apply in a renewal or extension period 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, the contract will be renewed for the second, third, fourth, or fifth term.

7.5. 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. The City shall make payment 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. The invoices are in all respects satisfactory to the City and appropriate for payment. All invoices shall bear the purchase order number or RFP number. Payment and disputes involving invoices and payments shall be governed in accordance with Part VII, Chapter 218, Florida Statutes (Local Government Prompt Payment Act).

7.6. 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 via purchasing card like other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

7.7. Taxes

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



7.8. 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 Respondents extra payments for conditions that can be determined by examining the site and documents. In case of a mistake in the extended price, the unit price will govern, and the Respondent's total offer will be corrected accordingly.

7.9. Contract Award

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

The City further reserves the right to consider matters such as, but not limited to, the 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 concerning any proposal or submission from one or more Respondents. Such request shall be furnished to all Respondents. Failure to respond or to provide adequate information in response shall be grounds for disqualification at 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 making an award.

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

This formal solicitation expressly limits acceptance of the terms of this document. If the respondent submits a bid that contains additional terms and conditions, then, at the option of the City, it may award the contract to such respondent but without the contractual terms that were included in the bid and which are inconsistent with or different from the language in this invitation, and the bid specifications and this document so long as the bid is otherwise responsive to this document and the bid specifications with the inconsistent language stricken. The respondent hereby agrees that by making a bid based upon this invitation, any term or condition inconsistent with this document or the bid 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 attorney's 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 bid 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 bid 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, included but not limited to delay damages.



7.11. Modifications & Withdrawals

Proposals may be modified at any time prior to the bid open date and time. To change a Proposal, log in to your vendor account: <https://procurement.opengov.com/login>, and go to your submitted Proposal. Select "Unsubmit Proposal," make the required changes and submit the Proposal again.

Proposals may be withdrawn any time before the bid open date and time. To withdraw a bid, log in to your vendor account: <https://procurement.opengov.com/login>, and go to your submitted Proposal. Select "Unsubmit Proposal."

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.

7.12. Disqualifications

The City of Winter Park reserves the right to disqualify bids/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.

7.13. Proposal Costs

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

7.14. Protests & Procurement Policy

If a protest is filed, it shall be in accordance with the procedures outlined for bid protests in the City's Procurement Policy. The Procurement Policy is incorporated herein by reference and is available online on the City of Winter Park [Procurement Division](#) page.

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 bid 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 kind shall be due to or recovered



by the prevailing vendor in a bid protest, even if the City awards the contract to another respondent if the bid 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 bidding for any reason, including the 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. The bid 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 before the contract award. 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.

7.15. 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.

7.16. 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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or Respondent 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 accepted, 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 when the purchasing agency tenders final payment to Respondent.



7.17. Certificate of Insurance

The Successful Respondent and any subcontractors of the vendor shall require their insurance carriers, concerning 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 Workers' 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 [Summation of Insurance Requirements section](#). 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 Workers' 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 at the City's discretion and may be grounds for disqualification if the information is not in order.

7.18. Licenses, Permits and/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 with 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 they may impose. This does not include waiving school impact fees or Competency Card License fees when applicable.

The successful Respondent must obtain all necessary inspections, including building, plumbing, mechanical, and electrical. The Certificate of Occupancy must be obtained before occupancy, as the Winter Park Building Department requires.

All other related Land Development Code requirements related to building projects must be observed, including, but not limited to, landscape, irrigation, lighting, and stormwater provisions. All required licenses and permits shall be disclosed by a true and correct copy thereof upon submission of the proposal and, after that, shall be readily available for review by the City (a reference to the "City" herein shall also mean any official or employee of the City acting in proper authority on behalf of the City).



7.19. Termination/Cancellation of Contract

The City reserves the right to cancel the contract, at any time, without cause and without penalty, with a minimum of 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., that are 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 Successful Respondent prior to the termination of the contract.

7.20. Termination for Default

The City's [Procurement Division](#) shall notify, in writing, the respondent of deficiencies or default in the performance of its duties under the Contract via email or otherwise to the address provided by the Successful 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 respondent has received notice of those instances of deficiency. It shall be at the City's sole 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.

7.21. Termination for City's Convenience

The work performance under this contract may be terminated in accordance with this clause in whole or from the time in part whenever a City representative determines that such termination is in the City's best interest. Any such termination shall be communicated by the delivery via email or otherwise to the address provided by Successful Respondent in its response to a Notice of Termination specifying the extent to which work performance 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, per the payment provisions, for services rendered up to the termination date. The City shall have no other obligations to Successful Respondent.

Successful Respondent shall be obligated to continue the 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.

7.22. Drug-Free Workplace

The Successful Respondent, its employees, subcontractors, and its employees are prohibited from unlawful drug or alcohol possession and the use, manufacture, or dispensation of controlled substances while at work and while traveling to or from work. If any employee reports to work under the influence of alcohol or drugs, the Respondent shall immediately remove the employee from the City premises. The Successful 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 bid. See Drug-Free Workplace Acknowledgment in [Vendor Requirements & Acknowledgment](#) section.

7.23. Indemnification

The Successful Respondent 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:

Successful 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 expenses, 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 Successful Respondent or persons employed or utilized by the Successful Respondent in the performance of any services or work rendered under this Agreement. If the type of services or work being performed under this Agreement requires 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 Successful Respondent agree bears a commercially reasonable relationship to this Agreement; otherwise, there is no maximum limit of indemnification.

Successful Respondent shall indemnify and hold harmless the City from and against any 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 Successful 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 Successful Respondent or any subcontractor under any Workers' 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 under Florida law.

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



7.24. 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 inferior materials used in the work, or otherwise related to the project (see [Summation of Insurance Requirements](#)).

7.25. 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 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 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 or services. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event of any litigation or claim between a respondent on this RFP and the City, including but not limited to any claim or litigation related to an agreement resulting from this bid 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 shall be used in the adjudication.

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

7.26. Communications

To ensure fair consideration for all prospective respondents throughout 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 bid or any future bid.



The sole exception to the foregoing rule is that any questions relative to the interpretation of specifications or the bid process may be submitted using the [project page](#). Questions of a material nature must be received no later than seven (7) business days from the date and time of the public opening.

7.27. 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. The Cone of Silence/Blackout Period for award requiring the City Manager's approval concludes upon issuance of a Notice of Intent to Award.

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.

7.28. Addenda

Questions or revisions that arise and affect the solicitation will be posted as an Addendum on the project page. All Respondents are strongly encouraged to follow the project to receive notifications or contact the City's [Procurement Division](#) at least seven (7) calendar days before the date fixed to verify information regarding Addenda. In its sole discretion, the City may delay and change the scheduled due dates indicated herein. Addenda information can be downloaded by [accessing the project page](#) and Addenda & Notices tab. It is the sole responsibility of the respondent to ensure they obtain information related to Addenda.

Unless otherwise specified, all addenda must be acknowledged to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the bid response.

7.29. Subcontractors

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

Such request will only be issued to remove a person if the City Manager or designee has a reasonable basis, as determined in their discretion, that the presence of such person on City property or at a City jobsite is not in the best interest of the City, or its employees, guests, visitors, or citizens. Additionally, a person may be directed to be removed if the person is reasonably deemed to be under the influence of drugs or alcohol or behaves 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.



7.30. Assignability

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

7.31. 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.

7.32. 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 the City Commission of funds before entering an agreement.

7.33. 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.

7.34. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods

When funds are not appropriated or otherwise made available to support the continuation of performance in a subsequent fiscal period, the City may cancel the resulting contract. 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.

7.35. 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 this Request for Proposal and the responses thereto are in the public domain. However, the respondents are requested to identify specifically any information contained in their response that 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.



7.36. Compliance

All companies doing business with the City must do so in English and make bids or other money quotations in United States currency. No customs, duties, or import fees shall be added to the cost shown in the response. 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.

7.37. Equal Opportunity Employment

The Successful 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 Successful 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 Successful Respondent agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 USC 4082)(c)(2), or most recent.

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

7.38. Fair Labor Standards Act

Successful Respondent is required to pay all employees no 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 occasionally.



7.39. Unauthorized Aliens

The City shall consider the employment by the Successful 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 the determination by the City of a non-responsive bid. This requirement shall be contained in any contract executed pursuant to this RFP.

7.40. False Claims

If the Successful 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, the 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.

7.41. Reductions in Work

The City shall have the sole right to reduce or eliminate, in whole or in part, the [Scope of Services](#), 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 before the effective date stated in the City's notification of the reduction.

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

7.42. 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 the respondent for any liability whatsoever.

7.43. 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 laws, 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.



7.44. Compliance with Occupational Safety & Health

Respondent certifies that all material, equipment, etc. contained in this formal solicitation meets all Occupational Safety and Health Administration (“OSHA”) 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 OSHA 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 OSHA and state safety regulations and requirements.

7.45. Severability

If any term, provision, or condition contained in this RFP or 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.

7.46. 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 Successful Respondent's control and possession, including sub-Respondents 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, Successful Respondent specifically agrees it shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the City 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 Successful 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 compatible with the City's information technology systems.



It is further agreed that any record, document, computerized information, program, e-mail, electronic file, memo, drawing, audio or video tape, photograph, or other writing of the Successful Respondent and its employees, sub-Respondents, 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 Successful Respondent, including subRespondents and subcontractors unless an exemption or exception under applicable law applies. Such records, documents, computerized information, programs, e-mails, electronic files, memos, drawings, audio or video tapes, photographs, or other writings of the Successful Respondent are subject to the provisions of Chapter 119, Florida Statutes, and applicable retention schedules. They may not be destroyed without the specific written approval of the City Clerk. While in the possession and control of the Successful 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 Successful 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 normal working hours, 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 Successful Respondent by the Public Records Law, Successful Respondent agrees that it shall, under no circumstances, withhold possession of any public records, including originals, copies or electronic images thereof when such is requested by the City, regardless of any contractual or other dispute that may arise between Successful Respondent and the City. Successful Respondent hereby indemnifies the City concerning any claims, damages, suits, judgments, losses, expenses, and penalties arising out of or concerning Successful Respondent's and its sub-Respondents' and subcontractors' violation of Public Records Law or this section, including for the City's attorney's 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 407-599-

3277, CITYCLERK@CITYOFWINTERPARK.ORG, CITY OF WINTER PARK, ATTN. CITY CLERK, 401 SOUTH PARK AVENUE, WINTER PARK, FLORIDA 32789.

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

7.47. Counterparts

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

7.48. Lien

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

7.49. 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 the City Manager may enter a particular procurement or type of purchase pursuant to an Ordinance of the City.

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



Unless otherwise prohibited by law, in the event the Successful Respondent 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 the City determines such to be in the City's best interest.

7.51. Limitations on Damages

If the Successful 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 the 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 indicate that the Respondent has considered normal local weather conditions (daily and monthly variations) for the previous ten (10) years from the submission date 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.

7.52. Ethics

The Successful 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), 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 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 the respondent has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the 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.

7.53. Dispute Resolution

Dispute resolution shall be by pre-suit mediation and litigation in Orange County, Florida. Mediation shall be initiated by any party by serving a written request for the 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 selecting 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:

- A. 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,
- B. 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.

7.54. 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 reserves the right to reject all respondents and to resolicit or not, in its sole discretion.

A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a respondent. A recommendation of contract award does not constitute a contract. The award of a contract to a 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.

7.55. 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 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 one million dollars (\$1,000,000) or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is:
 1. 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
 2. is engaged in business operations in Cuba or Syria.
 3. 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) 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) 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 is:
1. 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.

7.56. Electronic Signatures

In accordance with Section 668.001 through 668.06, Florida Statutes, the City utilizes and accepts electronically filed and signed documents regarding the execution of solicitations, contracts, and contract-related documents meeting the requirements as stated in the City's Procurement Policy.

7.57. 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 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 the 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 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.

7.58. Tobacco-Free Campus

Successful Respondent agrees that the performance of all work and services for the City shall be tobacco-free. Accordingly, Successful Respondent agrees that all of Successful Respondent's employees, agents, and those performing work and services for the City at the Successful



Respondent'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. Successful Respondent 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:

- A. Smoking or inhaling from pipes, cigars, cigarettes, cigarillos, any form of rolled tobacco, vaping, or e-cigarettes;
- B. Utilizing chewing tobacco, plug tobacco, dip or other smokeless tobacco, snuff, or any other form of leaf tobacco product.

7.59. Background Check Verification

Successful Respondent agrees to perform a Level I (Past five 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 before any assignment or work on City property. The Respondent shall bear the cost of the background checks. The respondent will certify that, in accordance with Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of their official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

7.60. Title IV Compliance

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

- A. it shall comply with Section 601 of Title VI of the Civil Rights Act, 42 USC 2000, set forth above;
- B. it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract and shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. The failure by Respondent to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as City deems appropriate as set forth below, and
- C. in the furnishing of services to City hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in



regard to this Contract on the grounds of such person's race, color, creed, disability, national origin, religion or sex.

- D. In the event of a breach of any of the nondiscrimination and other covenants described in this paragraph, such breach shall constitute a breach of this Contract, and City shall have the right to immediately terminate this Contract in whole or in part, without liability, or seek such other remedies as City deems appropriate, including but not limited to suspension or debarment from future City contracts. In addition to City, the United States shall also have the right to enforce such laws and regulations. This nondiscrimination is in agreement with Title VI of the Civil Rights Act of 1964, 78 Statute 252, 42 USC 2000d to 2000d-7 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination 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.

7.61. ADA Compliance

Respondent shall ensure that any deliverables provided to the City and the public, including any 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 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 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 arising from or in connection with the acts or omissions of the Respondent in providing services and deliverables in accordance with this paragraph.

8. SUMMATION OF INSURANCE REQUIREMENTS

Consultant shall ensure that all subconsultants and/or subcontractors comply with the same insurance requirements that he/she is required to meet. Consultant shall provide the City via myCOI with certificates of insurance meeting the required insurance provisions.

The City of Winter Park must be included as an ADDITIONAL INSURED on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Park.

8.1. Worker's Compensation

Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits

8.2. Employer's Liability

\$500,000.00 each accident, single limit per occurrence



- 8.3. Commercial General Liability (Occurrence Form) patterned after the current ISO form
- \$1,000,000.00 single limit per occurrence
 - \$2,000,000.00 aggregate for Bodily Injury Liability & Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
- 8.4. Automobile Liability
- \$1,000,000.00 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
 - \$2,000,000.00 each accident; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.

9. VENDOR REQUIREMENTS & ACKNOWLEDGEMENT

9.1..... Re
spondent Proposal (without Cost)*

Please refer to [Proposal Format](#) for the content of the Proposal.

DO NOT INCLUDE COST.

*Response required

9.2..... Sta
tement of E-Verify Requirements Compliance*

By confirming, I, the duly authorized representative/agent of the firm I am representing for this bid hereinafter referred to as Successful Respondent, by this Affidavit attest to the following:

The Successful Respondent acknowledges that Section 274A of the Immigration and Nationalization Act and other relevant provisions of law prohibit the employment of unauthorized aliens; that the U.S. Department of Homeland Security has established an E-Verify System that allows employers to verify employee eligibility in an efficient manner; and that the Office of the Governor of the State of Florida has issued Executive Order 11-116, encouraging public agencies not under the control of the Governor to include as a provision of contracts for the provision of goods or services a requirement that contractors and subcontractors utilize the E-Verify System to verify employee eligibility. Successful Respondent hereby affirms and agrees that Successful Respondent is in compliance and shall at all times comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens. Successful Respondent shall verify the eligibility of its current and prospective employees utilizing the U.S. Department of Homeland Security's E-Verify System during the term of this Agreement.



Successful Respondent shall include in all contracts with subcontractors related to this Agreement a provision requiring the subcontractor to comply with Section 274A of the Immigration and Nationalization Act and other provisions of law with respect to the hiring of unauthorized aliens and to verify the employment eligibility of all the subcontractor's current and prospective employees using the U.S. Department of Homeland Security's E-Verify System. The Successful Respondent shall maintain records showing its compliance with the requirements of this paragraph, and shall provide copies of all such records to the City upon request. Failure to comply with any requirement of this paragraph shall constitute a breach of this Agreement for which the City may immediately terminate the Contract without penalty. In the event of such breach or termination, the Successful Respondent shall be liable to the City for any costs incurred by the City as a result of the breach.

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

☐ Please confirm

*Response required

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

Please download the below documents, complete, and upload.

- [Sworn Statement Under Secti...](#)

*Response required

9.4..... Drug-Free Workplace Statement*

By confirming, the respondent, in accordance with Florida Statute 287.087 hereby certifies that the firm they are representing for this bid does the following:

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

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



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

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

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

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

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

☐ Please confirm

*Response required

9.5..... Pu blic Records Act/Chapter 119 Requirements*

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

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



electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

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

☐ Please confirm

*Response required

9.6..... Ba
ckground Check Verification*

SECTION 1: REQUIREMENTS

The Respondent/Vendor shall Agree to the following:

1.1 Respondent/Vendor shall perform a Level I (Past 5 years) FDLE Computerized Criminal History (CCH) (FDLE CCH Website) background check in accordance with all applicable state and local laws, on any assignee being assigned and prior to assignment with the City. All background checks shall be accomplished prior to any assignment or work taking place on City property. The cost of the background checks shall be borne by the Respondent/Vendor. The contractor

1.2 If the Respondent/Vendor has employed officials that have a current Level 2 Background Screening which was completed by a local government, school board, the Florida High School Activities Association, the Contractor agrees to provide a list of those officials to the City.

1.3 Respondent/Vendor agrees to make its officials sign a sworn statement affirming that they have not pled guilty to or convicted of any of the crimes listed in Section 2: Prohibited Offenses, prior to any assignment. This information shall always be kept current. The Respondent/Vendor shall be in complete compliance within 30 days after award.

1.4 Respondent/Vendor shall require its officials to report to the Contractor immediately if they have been convicted of any of the crimes listed in Section 2: Prohibited Offenses. Respondent/Vendor shall not use that official, unless they have been cleared of the crime.

SECTION 2: PROHIBITED OFFENSES

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



Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

- Section 393.135 - sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
- Section 394.4593 - sexual misconduct with certain mental health patients and reporting of such sexual misconduct
- Section 415.111- adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
- Section 741.28 - criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
- Section 782.04 - murder
- Section 782.07 - manslaughter, aggravated manslaughter or an elderly person or disabled adult, or aggravated manslaughter of a child
- Section 782.071 - vehicular homicide
- Section 782.09 -killing an unborn quick child by injury to the mother
- Chapter 784 - assault, battery, and culpable negligence, if the offense was a felony
- Section 784.011 - assault, if the victim of offense was a minor
- Section 784.03 - battery, if the victim of offense was a minor
- Section 787.01 - kidnapping
- Section 787.02 - false imprisonment
- Section 787.025 - luring or enticing a child
- Section 787.04(2) - taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
- Section 787.04(3) - carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
- Section 790.115(1) - exhibiting firearms or weapons within 1,000 feet of a school
- Section 790.115(2) (b) - possessing an electric weapon or device, destructive device, or other weapon on school property
- Section 794.011 - sexual battery
- Former Section 794.041 - prohibited acts of persons in familial or custodial authority



- Section 794.05 - unlawful sexual activity with certain minors
- Chapter 796 - prostitution
- Section 798.02 - lewd and lascivious behavior
- Chapter 800 - lewdness and indecent exposure
- Section 806.01 - arson
- Section 810.02 - burglary
- Section 810.14 - voyeurism, if the offense is a felony
- Section 810.145 - video voyeurism, if the offense is a felony
- Chapter 812 - theft and/or robbery and related crimes, if a felony offense
- Section 817.563 - fraudulent sale of controlled substances, if the offense was a felony
- Section 825.102 - abuse, aggravated abuse, or neglect of an elderly person or disabled adult
- Section 825.1025 - lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
- Section 825.103 - exploitation of disabled adults or elderly persons, if the offense was a felony
- Section 826.04 - incest
- Section 827.03 - child abuse, aggravated child abuse, or neglect of a child
- Section 827.04 - contributing to the delinquency or dependency of a child
- Former Section 827.05 - negligent treatment of children
- Section 827.071 - sexual performance by a child
- Section 843.01 - resisting arrest with violence
- Section 843.025 - depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
- Section 843.12 - aiding in an escape
- Section 843.13 - aiding in the escape of juvenile inmates in correctional institution
- Chapter 847 - obscene literature
- Section 874.05 (1) - encouraging or recruiting another to join a criminal gang



- Chapter 893 - drug abuse prevention and control only if the offense was a felony of if any other person involved in the offense was a minor
- Section 916.1075 - sexual misconduct with certain forensic clients and reporting of such sexual conduct
- Section 944.35 (3) - inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
- Section 944.40 - escape
- Section 944.46 - harboring, concealing, or aiding an escaped prisoner
- Section 944.47 - introduction of contraband into a correctional facility
- Section 985.701 - sexual misconduct in juvenile justice programs
- Section 985.711 - contraband introduced into detention facilities

SECTION 3: CERTIFICATION

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

☐ Please confirm

*Response required

9.7..... By confirming, the respondent attests to their authority to execute this submittal and to bind the company herein named to perform as per agreement. Further, by confirming, the respondent attests to the following:*

- The Respondent is financially solvent and sufficiently experienced and competent to perform all of the work required of the Respondent in the contract;
- The facts stated in the Respondent's response pursuant to this Invitation for Bid are true and correct in all respects;
- The Respondent has read and complied with, and submits their response agreeing to all of the requirements, terms and conditions as set forth in the Invitation for Bid;



- Respondent will supply all labor, materials, equipment and supplies as set forth in this Invitation for Bid;
- Respondent understands that all information listed above may be checked by the City of Winter Park and Respondent authorizes all entities or persons listed in submittal to answer any and all questions. Respondent hereby indemnifies the City of Winter Park and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

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

☐ Please confirm

*Response required

9.8..... Pro
of of Insurance*

Consultant shall ensure that all subconsultants and/or subcontractors comply with the same insurance requirements that he/she is required to meet. Consultant shall provide the City via myCOI with certificates of insurance meeting the required insurance provisions.

The City of Winter Park must be included as an ADDITIONAL INSURED on the Insurance Certificate for Commercial General Liability where required.

The Certificate Holder shall be named as City of Winter Park.

*Response required

9.9..... No
n-Collusion Statement *

- He/she is the representative of the firm, the respondent that has submitted the attached response.
- He/she is fully informed respecting the preparation and contents of the attached solicitation and of all pertinent circumstances respecting such solicitation.
- Such solicitation is genuine and is not a collusive or sham solicitation.
- Neither the said respondent nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other respondent, firm or person, to submit a collusive or sham response in connection with the Agreement for which the attached response has been submitted or to refrain from bidding in connection with such Agreement, or has in any manner, directly or indirectly, sought by



Agreement or collusion or communication or conference with any other responder, firm or person to fix the price or prices in the attached solicitation or of any other respondent, or to fix any overhead, profit or cost element of the proposed price or the proposed price of any other responder, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Winter Park, Florida, or any person interested in the proposed Agreement.

- E. The price or prices quoted in the attached response are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

☐ Please confirm

*Response required

9.10..... Re
dacted Bid containing any information deemed confidential?

If your response contains any information deemed confidential, provide an additional redacted version of your response labeled "Redacted". An electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

9.11..... Aut
horized Signatory

*9.11.1. Name and Title of the Authorized Signatory**

*Response required

*9.11.2. By clicking confirm, the authorized signatory is confirming that they are authorized to bind the entity to the contract. **

☐ Please confirm

*Response required



item type	Non-Action Items	meeting date	June 21, 2023
prepared by	Jason Seeley	approved by	
board approval			
strategic objective			

subject

Land Use Analysis Final Report

motion / recommendation

Review document; discuss any potential recommendations or further actions to be taken based on data,

background

Over the past year, staff with the assistance of City GIS Manager and PRAB, have completed analysis of City owned park land in order to provide a more refined understanding of our property inventory beyond # of acres and # of parks that is typically referenced.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Park_Land_Use_Updated_June_23.pdf](#)

PARKTYPE	SITENAME	LANDUSE	SQUARE FEET	ACRES
CEMETERY	PALM CEMETERY		616,869.12	14.16
CEMETERY	PINEY WOOD CEMETERY		434,252.52	9.97
CITY BUILDINGS/PROPERTIES	9TH GRADE CENTER RETENTION POND	Lakes Property/Non Park Space	72,411.02	1.66
CITY BUILDINGS/PROPERTIES	CITY HALL	Open Park Space	19,518.05	0.45
CITY BUILDINGS/PROPERTIES	CITY HALL		102,659.82	2.36
CITY BUILDINGS/PROPERTIES	FIRE STATION 62		40,748.31	0.94
CITY BUILDINGS/PROPERTIES	FIRE STATION 64		14,971.08	0.34
CITY BUILDINGS/PROPERTIES	HANNIBAL SQUARE HERITAGE CENTER		7,697.65	0.18
CITY BUILDINGS/PROPERTIES	PENNSYLVANIA AVE/FAWSETT LOT		5,862.78	0.13
CITY BUILDINGS/PROPERTIES	PROGRESS POINT PROPERTY		34,922.48	0.80
CITY BUILDINGS/PROPERTIES	PROGRESS POINT PROPERTY		87,104.64	2.00
CITY BUILDINGS/PROPERTIES	PUBLIC SAFETY FACILITY		148,895.94	3.42
CITY BUILDINGS/PROPERTIES	VIA LOMBARDY EXFILTRATION LOT		10,101.11	0.23
CITY BUILDINGS/PROPERTIES	WELCOME CENTER		12,479.77	0.29
CITY BUILDINGS/PROPERTIES	WINTER PARK LIBRARY		72,760.50	1.67
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Maintenance Use/Parking	2,896.16	0.07
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	21,104.04	0.48
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	93,255.17	2.14
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	102,293.88	2.35
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	125,670.48	2.88
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Recreational Facilities	2,198.64	0.05
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Conservation/Wetland/Natural Spaces	6,251.12	0.14
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Conservation/Wetland/Natural Spaces	11,574.57	0.27
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Maintenance Use/Parking	14,106.94	0.32
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Maintenance Use/Parking	56,727.83	1.30
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Playgrounds/Picnic Areas	47,850.00	1.10
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Recreational Facilities	69,910.90	1.60
COMMUNITY PARK	DINKY DOCK PARK	Maintenance Use/Parking	11,538.13	0.26
COMMUNITY PARK	DINKY DOCK PARK	Open Park Space	55,750.89	1.28
COMMUNITY PARK	DINKY DOCK PARK	Recreational Facilities	1,019.04	0.02
COMMUNITY PARK	FARMERS' MARKET GROUNDS	Maintenance Use/Parking	20,763.07	0.48
COMMUNITY PARK	FARMERS' MARKET GROUNDS	Open Park Space	8,886.95	0.20
COMMUNITY PARK	FARMERS' MARKET GROUNDS	Recreational Facilities	7,410.58	0.17

COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	17,141.20	0.39
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	18,057.18	0.41
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	105,240.11	2.42
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	117,909.38	2.71
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	179,267.94	4.12
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	208,291.91	4.78
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	309,090.87	7.10
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	347,781.80	7.98
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	385,309.24	8.85
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	1,149,877.88	26.40
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	1,576,137.96	36.18
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Maintenance Use/Parking	10,553.24	0.24
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Maintenance Use/Parking	115,906.56	2.66
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Open Park Space	91,438.82	2.10
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Playgrounds/Picnic Areas	14,045.92	0.32
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Recreational Facilities	1,040.70	0.02
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Recreational Facilities	1,160.76	0.03
COMMUNITY PARK	HOWELL BRANCH PRESERVE (Tree Farm)	Non Park Space	147,077.08	3.38
COMMUNITY PARK	HOWELL BRANCH PRESERVE (Tree Farm)	Non Park Space	617,394.40	14.17
COMMUNITY PARK	LAKE BALDWIN PARK	Conservation/Wetland/Natural Spaces	414,897.22	9.52
COMMUNITY PARK	LAKE BALDWIN PARK	Lakes/Water Bodies	151,836.25	3.49
COMMUNITY PARK	LAKE BALDWIN PARK	Maintenance Use/Parking	67,945.86	1.56
COMMUNITY PARK	LAKE BALDWIN PARK	Open Park Space	87,481.43	2.01
COMMUNITY PARK	LAKE BALDWIN PARK	Open Park Space	305,694.82	7.02
COMMUNITY PARK	LAKE BALDWIN PARK	Recreational Facilities	1,725.24	0.04
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Athletic Space/Specific Use	363,839.66	8.35
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Lakes/Water Bodies	27,306.72	0.63
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Lakes/Water Bodies	210,602.54	4.83
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Maintenance Use/Parking	22,988.46	0.53
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Maintenance Use/Parking	34,428.98	0.79
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Maintenance Use/Parking	38,795.73	0.89
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Open Park Space	31,466.33	0.72
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Open Park Space	331,702.75	7.61
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Playgrounds/Picnic Areas	22,632.82	0.52

COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Recreational Facilities	9,044.06	0.21
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Recreational Facilities	182,227.69	4.18
COMMUNITY PARK	MEAD BOTANICAL GARDEN		2,073,995.52	47.61
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	5,134.52	0.12
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	26,398.74	0.61
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	46,271.37	1.06
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	159,047.34	3.65
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	261,675.98	6.01
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	1,166,036.50	26.77
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	64,215.66	1.47
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	64,905.85	1.49
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	110,323.07	2.53
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	121,043.43	2.78
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	10,081.49	0.23
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	57,181.78	1.31
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	249,546.43	5.73
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	551,431.70	12.66
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Recreational Facilities	756.75	0.02
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Recreational Facilities	1,105.68	0.03
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Recreational Facilities	34,250.05	0.79
MINI PARK	ALBERTA DRIVE MINI PARK	Open Park Space	13,454.36	0.31
MINI PARK	ALBERTA/CORTLAND MINI PARK	Open Park Space	10,530.61	0.24
MINI PARK	ALBERTA/JOALCA MINI PARK	Open Park Space	1,914.49	0.04
MINI PARK	ALEXANDER PLACE MINI PARK	Open Park Space	15,805.42	0.36
MINI PARK	ALFRED J HANNAH MINI PARK	Open Park Space	10,885.56	0.25
MINI PARK	BONITA DRIVE MINI PARK	Open Park Space	3,215.16	0.07
MINI PARK	BONNIE BURN MINI PARK	Open Park Space	9,650.34	0.22
MINI PARK	CANTON / INTERLACHEN MINI PARK	Open Park Space	7,871.11	0.18
MINI PARK	CANTON / NEW YORK MINI PARK	Open Park Space	3,115.91	0.07
MINI PARK	CAVENDISH / HARMON MINI PARK	Open Park Space	1,341.10	0.03
MINI PARK	CHELTON CIR MINI PARK	Lakes/Water Bodies	117,582.81	2.70
MINI PARK	CHELTON CIR MINI PARK	Open Park Space	106,061.32	2.43
MINI PARK	FAIRBANKS AVE / ORLANDO AVE MINI PARK	Open Park Space	9,726.47	0.22
MINI PARK	FAWCETT ROAD MINI PARK	Open Park Space	11,684.14	0.27

MINI PARK	GOLFVIEW MINI PARK	Open Park Space	23,865.57	0.55
MINI PARK	HAMILTON PLACE MINI PARK	Open Park Space	15,956.87	0.37
MINI PARK	HARLAND MINI PARK	Open Park Space	118,187.71	2.71
MINI PARK	HARRIS CIRCLE MINI PARK	Open Park Space	11,298.15	0.26
MINI PARK	HOOPER MINI PARK	Open Park Space	22,806.03	0.52
MINI PARK	JAY BLANCHARD MINI PARK	Open Park Space	20,696.44	0.48
MINI PARK	KINGS WAY MINI PARK	Open Park Space	34,593.60	0.79
MINI PARK	KIWI / WEBSTER MINI PARK	Open Park Space	10,437.32	0.24
MINI PARK	LAKE KNOWLES MINI PARK	Lakes/Water Bodies	370,263.89	8.50
MINI PARK	LAKE KNOWLES MINI PARK	Open Park Space	80,354.00	1.84
MINI PARK	LAKE MIDGET MINI PARK	Lakes/Water Bodies	30,429.46	0.70
MINI PARK	LAKE MIDGET MINI PARK	Open Park Space	39,943.92	0.92
MINI PARK	LAKE WILBAR MINI PARK	Lakes/Water Bodies	42,754.55	0.98
MINI PARK	LAKE WILBAR MINI PARK	Open Park Space	31,094.20	0.71
MINI PARK	LAKEVIEW MINI PARK	Open Park Space	8,383.23	0.19
MINI PARK	LASBURY / MAIDEN MINI PARK	Open Park Space	9,427.77	0.22
MINI PARK	LAUGHLIN MINI PARK	Open Park Space	3,723.03	0.09
MINI PARK	LEITH MINI PARK	Open Park Space	28,023.68	0.64
MINI PARK	LOCH LOMOND / ST ANDREWS MINI PARK	Open Park Space	16,232.31	0.37
MINI PARK	MARVIN SMILEY MINI PARK	Open Park Space	8,095.26	0.19
MINI PARK	MORSE BV MINI PARK	Open Park Space	5,070.98	0.12
MINI PARK	ORANGE / HARMON MINI PARK	Open Park Space	8,378.69	0.19
MINI PARK	PARK GROVE MINI PARK	Open Park Space	5,229.51	0.12
MINI PARK	PUCIFER/INTERLACHEN MINI PARK	Open Park Space	10,903.05	0.25
MINI PARK	READING WAY MINI PARK	Open Park Space	34,608.59	0.79
MINI PARK	SUNSET / CHESTNUT MINI PARK	Open Park Space	4,547.69	0.10
MINI PARK	TYREE LANE MINI PARK	Open Park Space	9,508.30	0.22
MINI PARK	VIA BELLA MINI PARK	Open Park Space	3,682.65	0.08
MINI PARK	VILLA VIEW MINI PARK	Open Park Space	12,819.46	0.29
MINI PARK	WORTHINGTON COURT MINI PARK	Open Park Space	1,486.67	0.03
NEIGHBORHOOD PARK	KRAFT AZALEA GARDEN		228,932.26	5.26
NEIGHBORHOOD PARK	PHELPS PARK	Athletic Space/Specific Use	4,533.63	0.10
NEIGHBORHOOD PARK	PHELPS PARK	Athletic Space/Specific Use	19,311.42	0.44
NEIGHBORHOOD PARK	PHELPS PARK	Maintenance Use/Parking	22,639.61	0.52

NEIGHBORHOOD PARK	PHELPS PARK	Open Park Space	179,130.00	4.11
NEIGHBORHOOD PARK	PHELPS PARK	Playgrounds/Picnic Areas	35,556.20	0.82
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Maintenance Use/Parking	2,853.70	0.07
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Open Park Space	31,196.50	0.72
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Playgrounds/Picnic Areas	716.58	0.02
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Playgrounds/Picnic Areas	983.12	0.02
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Playgrounds/Picnic Areas	1,404.42	0.03
NEIGHBORHOOD PARK	TRISMEN PARK	Open Park Space	60,994.63	1.40
OPEN SPACE/CONSERVATION	1620 S PENNSYLVANIA AVE	Conservation/Wetland/Natural Spaces	35,885.19	0.82
OPEN SPACE/CONSERVATION	CADY WAY BIKE TRAIL	Recreational Facilities	162,203.00	3.72
PARKING LOT	HANNIBAL SQUARE PIAZZA PARKING LOT		15,572.24	0.36
PARKING LOT	KNOWLES AVENUE PARKING LOT		32,766.32	0.75
PARKING LOT	WINTER PARK TRAIN STATION PARKING LOT	Maintenance Use/Parking	59,843.83	1.37
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Athletic Space/Specific Use	125,597.22	2.88
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Conservation/Wetland/Natural Spaces	6,075.59	0.14
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Conservation/Wetland/Natural Spaces	40,838.78	0.94
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Maintenance Use/Parking	10,403.94	0.24
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Maintenance Use/Parking	12,570.49	0.29
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Maintenance Use/Parking	29,484.38	0.68
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Playgrounds/Picnic Areas	21,699.57	0.50
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Playgrounds/Picnic Areas	22,324.91	0.51
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Recreational Facilities	10,078.99	0.23
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	173,260.83	3.98
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	267,252.44	6.14
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	274,543.55	6.30
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	432,387.45	9.93
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	475,904.16	10.93
SPECIAL PURPOSE PARK	GOLF COURSE	Maintenance Use/Parking	2,008.00	0.05
SPECIAL PURPOSE PARK	GOLF COURSE	Maintenance Use/Parking	24,703.41	0.57
SPECIAL PURPOSE PARK	GOLF COURSE	Maintenance Use/Parking	37,544.26	0.86
SPECIAL PURPOSE PARK	GOLF COURSE	Open Park Space	18,094.39	0.42
SPECIAL PURPOSE PARK	GOLF COURSE	Recreational Facilities	25,172.99	0.58
SPECIAL PURPOSE PARK	GOLF COURSE	Recreational Facilities	46,265.28	1.06

PARKTYPE	SITENAME	LANDUSE	SQUARE FEET	ACRES
CEMETERY	PALM CEMETERY		616,869.12	14.16
CEMETERY	PINEY WOOD CEMETERY		434,252.52	9.97
CITY BUILDINGS/PROPERTIES	9TH GRADE CENTER RETENTION POND	Lakes Property/Non Park Space	72,411.02	1.66
CITY BUILDINGS/PROPERTIES	CITY HALL	Open Park Space	19,518.05	0.45
CITY BUILDINGS/PROPERTIES	CITY HALL		102,659.82	2.36
CITY BUILDINGS/PROPERTIES	FIRE STATION 62		40,748.31	0.94
CITY BUILDINGS/PROPERTIES	FIRE STATION 64		14,971.08	0.34
CITY BUILDINGS/PROPERTIES	HANNIBAL SQUARE HERITAGE CENTER		7,697.65	0.18
CITY BUILDINGS/PROPERTIES	PENNSYLVANIA AVE/FAWSETT LOT		5,862.78	0.13
CITY BUILDINGS/PROPERTIES	PROGRESS POINT PROPERTY		34,922.48	0.80
CITY BUILDINGS/PROPERTIES	PROGRESS POINT PROPERTY		87,104.64	2.00
CITY BUILDINGS/PROPERTIES	PUBLIC SAFETY FACILITY		148,895.94	3.42
CITY BUILDINGS/PROPERTIES	VIA LOMBARDY EXFILTRATION LOT		10,101.11	0.23
CITY BUILDINGS/PROPERTIES	WELCOME CENTER		12,479.77	0.29
CITY BUILDINGS/PROPERTIES	WINTER PARK LIBRARY		72,760.50	1.67
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Maintenance Use/Parking	2,896.16	0.07
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	21,104.04	0.48
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	93,255.17	2.14
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	102,293.88	2.35
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	125,670.48	2.88
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Recreational Facilities	2,198.64	0.05
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Conservation/Wetland/Natural Spaces	6,251.12	0.14
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Conservation/Wetland/Natural Spaces	11,574.57	0.27
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Maintenance Use/Parking	14,106.94	0.32
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Maintenance Use/Parking	56,727.83	1.30
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Playgrounds/Picnic Areas	47,850.00	1.10
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLEX	Recreational Facilities	69,910.90	1.60
COMMUNITY PARK	DINKY DOCK PARK	Maintenance Use/Parking	11,538.13	0.26
COMMUNITY PARK	DINKY DOCK PARK	Open Park Space	55,750.89	1.28
COMMUNITY PARK	DINKY DOCK PARK	Recreational Facilities	1,019.04	0.02
COMMUNITY PARK	FARMERS' MARKET GROUNDS	Maintenance Use/Parking	20,763.07	0.48
COMMUNITY PARK	FARMERS' MARKET GROUNDS	Open Park Space	8,886.95	0.20
COMMUNITY PARK	FARMERS' MARKET GROUNDS	Recreational Facilities	7,410.58	0.17

COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	17,141.20	0.39
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	18,057.18	0.41
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	105,240.11	2.42
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	117,909.38	2.71
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	179,267.94	4.12
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	208,291.91	4.78
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	309,090.87	7.10
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	347,781.80	7.98
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	385,309.24	8.85
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	1,149,877.88	26.40
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	1,576,137.96	36.18
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Maintenance Use/Parking	10,553.24	0.24
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Maintenance Use/Parking	115,906.56	2.66
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Open Park Space	91,438.82	2.10
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Playgrounds/Picnic Areas	14,045.92	0.32
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Recreational Facilities	1,040.70	0.02
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Recreational Facilities	1,160.76	0.03
COMMUNITY PARK	HOWELL BRANCH PRESERVE (Tree Farm)	Non Park Space	147,077.08	3.38
COMMUNITY PARK	HOWELL BRANCH PRESERVE (Tree Farm)	Non Park Space	617,394.40	14.17
COMMUNITY PARK	LAKE BALDWIN PARK	Conservation/Wetland/Natural Spaces	414,897.22	9.52
COMMUNITY PARK	LAKE BALDWIN PARK	Lakes/Water Bodies	151,836.25	3.49
COMMUNITY PARK	LAKE BALDWIN PARK	Maintenance Use/Parking	67,945.86	1.56
COMMUNITY PARK	LAKE BALDWIN PARK	Open Park Space	87,481.43	2.01
COMMUNITY PARK	LAKE BALDWIN PARK	Open Park Space	305,694.82	7.02
COMMUNITY PARK	LAKE BALDWIN PARK	Recreational Facilities	1,725.24	0.04
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Athletic Space/Specific Use	363,839.66	8.35
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Lakes/Water Bodies	27,306.72	0.63
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Lakes/Water Bodies	210,602.54	4.83
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Maintenance Use/Parking	22,988.46	0.53
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Maintenance Use/Parking	34,428.98	0.79
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Maintenance Use/Parking	38,795.73	0.89
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Open Park Space	31,466.33	0.72
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Open Park Space	331,702.75	7.61
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Playgrounds/Picnic Areas	22,632.82	0.52

COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Recreational Facilities	9,044.06	0.21
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Recreational Facilities	182,227.69	4.18
COMMUNITY PARK	MEAD BOTANICAL GARDEN		2,073,995.52	47.61
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	5,134.52	0.12
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	26,398.74	0.61
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	46,271.37	1.06
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	159,047.34	3.65
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	261,675.98	6.01
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	1,166,036.50	26.77
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	64,215.66	1.47
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	64,905.85	1.49
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	110,323.07	2.53
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	121,043.43	2.78
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	10,081.49	0.23
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	57,181.78	1.31
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	249,546.43	5.73
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	551,431.70	12.66
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Recreational Facilities	756.75	0.02
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Recreational Facilities	1,105.68	0.03
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Recreational Facilities	34,250.05	0.79
MINI PARK	ALBERTA DRIVE MINI PARK	Open Park Space	13,454.36	0.31
MINI PARK	ALBERTA/CORTLAND MINI PARK	Open Park Space	10,530.61	0.24
MINI PARK	ALBERTA/JOALCA MINI PARK	Open Park Space	1,914.49	0.04
MINI PARK	ALEXANDER PLACE MINI PARK	Open Park Space	15,805.42	0.36
MINI PARK	ALFRED J HANNAH MINI PARK	Open Park Space	10,885.56	0.25
MINI PARK	BONITA DRIVE MINI PARK	Open Park Space	3,215.16	0.07
MINI PARK	BONNIE BURN MINI PARK	Open Park Space	9,650.34	0.22
MINI PARK	CANTON / INTERLACHEN MINI PARK	Open Park Space	7,871.11	0.18
MINI PARK	CANTON / NEW YORK MINI PARK	Open Park Space	3,115.91	0.07
MINI PARK	CAVENDISH / HARMON MINI PARK	Open Park Space	1,341.10	0.03
MINI PARK	CHELTON CIR MINI PARK	Lakes/Water Bodies	117,582.81	2.70
MINI PARK	CHELTON CIR MINI PARK	Open Park Space	106,061.32	2.43
MINI PARK	FAIRBANKS AVE / ORLANDO AVE MINI PARK	Open Park Space	9,726.47	0.22
MINI PARK	FAWCETT ROAD MINI PARK	Open Park Space	11,684.14	0.27

MINI PARK	GOLFVIEW MINI PARK	Open Park Space	23,865.57	0.55
MINI PARK	HAMILTON PLACE MINI PARK	Open Park Space	15,956.87	0.37
MINI PARK	HARLAND MINI PARK	Open Park Space	118,187.71	2.71
MINI PARK	HARRIS CIRCLE MINI PARK	Open Park Space	11,298.15	0.26
MINI PARK	HOOPER MINI PARK	Open Park Space	22,806.03	0.52
MINI PARK	JAY BLANCHARD MINI PARK	Open Park Space	20,696.44	0.48
MINI PARK	KINGS WAY MINI PARK	Open Park Space	34,593.60	0.79
MINI PARK	KIWI / WEBSTER MINI PARK	Open Park Space	10,437.32	0.24
MINI PARK	LAKE KNOWLES MINI PARK	Lakes/Water Bodies	370,263.89	8.50

NEIGHBORHOOD PARK	PHELPS PARK	Athletic Space/Specific Use	4,533.63	0.10
NEIGHBORHOOD PARK	PHELPS PARK	Athletic Space/Specific Use	19,311.42	0.44
NEIGHBORHOOD PARK	PHELPS PARK	Maintenance Use/Parking	22,639.61	0.52
NEIGHBORHOOD PARK	PHELPS PARK	Open Park Space	179,130.00	4.11
NEIGHBORHOOD PARK	PHELPS PARK	Playgrounds/Picnic Areas	35,556.20	0.82
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Maintenance Use/Parking	2,853.70	0.07
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Open Park Space	31,196.50	0.72
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Playgrounds/Picnic Areas	716.58	0.02
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Playgrounds/Picnic Areas	983.12	0.02
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Playgrounds/Picnic Areas	1,404.42	0.03
NEIGHBORHOOD PARK	TRISMEN PARK	Open Park Space	60,994.63	1.40
OPEN SPACE/CONSERVATION	1620 S PENNSYLVANIA AVE	Conservation/Wetland/Natural Spaces	35,885.19	0.82
OPEN SPACE/CONSERVATION	CADY WAY BIKE TRAIL	Recreational Facilities	162,203.00	3.72
PARKING LOT	HANNIBAL SQUARE PIAZZA PARKING LOT		15,572.24	0.36
PARKING LOT	KNOWLES AVENUE PARKING LOT		32,766.32	0.75
PARKING LOT	WINTER PARK TRAIN STATION PARKING LOT	Maintenance Use/Parking	59,843.83	1.37
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Athletic Space/Specific Use	125,597.22	2.88
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Conservation/Wetland/Natural Spaces	6,075.59	0.14
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Conservation/Wetland/Natural Spaces	40,838.78	0.94
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Maintenance Use/Parking	10,403.94	0.24
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Maintenance Use/Parking	12,570.49	0.29
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Maintenance Use/Parking	29,484.38	0.68
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Playgrounds/Picnic Areas	21,699.57	0.50
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Playgrounds/Picnic Areas	22,324.91	0.51
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Recreational Facilities	10,078.99	0.23
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	173,260.83	3.98
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	267,252.44	6.14
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	274,543.55	6.30
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	432,387.45	9.93
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	475,904.16	10.93
SPECIAL PURPOSE PARK	GOLF COURSE	Maintenance Use/Parking	2,008.00	0.05
SPECIAL PURPOSE PARK	GOLF COURSE	Maintenance Use/Parking	24,703.41	0.57
SPECIAL PURPOSE PARK	GOLF COURSE	Maintenance Use/Parking	37,544.26	0.86
SPECIAL PURPOSE PARK	GOLF COURSE	Open Park Space	18,094.39	0.42

SPECIAL PURPOSE PARK	GOLF COURSE	Recreational Facilities	25,172.99	0.58
SPECIAL PURPOSE PARK	GOLF COURSE	Recreational Facilities	46,265.28	1.06

Use	Acres
Playground/Picnic	3.84
Open Space	113.79
Recreation Facilities	12.75
Atheltic Fields and Specific Use (Golf Courses)	180.36
Lakes/Water Bodies	21.83
Cemetery	24.13
Conservation/Wetlands	122.35
Parking/Maintenance	25.45
Unspecified Park Property	17.08
	521.58

COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK CO	Playgrounds/Picnic Areas	47,850.00	1.10
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Playgrounds/Picnic Areas	14,045.92	0.32
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Playgrounds/Picnic Areas	22,632.82	0.52
NEIGHBORHOOD PARK	PHELPS PARK	Playgrounds/Picnic Areas	35,556.20	0.82
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Playgrounds/Picnic Areas	716.58	0.02
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Playgrounds/Picnic Areas	983.12	0.02
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Playgrounds/Picnic Areas	1,404.42	0.03
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Playgrounds/Picnic Areas	21,699.57	0.50
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Playgrounds/Picnic Areas	22,324.91	0.51

3.84

CITY BUILDINGS/PROPERTIES	CITY HALL	Open Park Space	19,518.05	0.45
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	21,104.04	0.48
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	93,255.17	2.14
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	102,293.88	2.35
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Open Park Space	125,670.48	2.88
COMMUNITY PARK	DINKY DOCK PARK	Open Park Space	55,750.89	1.28
COMMUNITY PARK	FARMERS' MARKET GROUNDS	Open Park Space	8,886.95	0.20
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Open Park Space	91,438.82	2.10
COMMUNITY PARK	LAKE BALDWIN PARK	Open Park Space	87,481.43	2.01
COMMUNITY PARK	LAKE BALDWIN PARK	Open Park Space	305,694.82	7.02
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Open Park Space	31,466.33	0.72
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Open Park Space	331,702.75	7.61
COMMUNITY PARK	MEAD BOTANICAL GARDEN	Open Park Space	1,637,995.00	37.60
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	10,081.49	0.23
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	57,181.78	1.31
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	249,546.43	5.73
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Open Park Space	551,431.70	12.66
NEIGHBORHOOD PARK	KRAFT AZALEA GARDEN		228,932.26	5.26
NEIGHBORHOOD PARK	PHELPS PARK	Open Park Space	179,130.00	4.11
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Open Park Space	31,196.50	0.72
NEIGHBORHOOD PARK	TRISMEN PARK	Open Park Space	60,994.63	1.40
SPECIAL PURPOSE PARK	GOLF COURSE	Open Park Space	18,094.39	0.42
MINI PARK	ALBERTA DRIVE MINI PARK	Open Park Space	13,454.36	0.31
MINI PARK	ALBERTA/CORTLAND MINI PARK	Open Park Space	10,530.61	0.24
MINI PARK	ALEXANDER PLACE MINI PARK	Open Park Space	15,805.42	0.36
MINI PARK	ALFRED J HANNAH MINI PARK	Open Park Space	10,885.56	0.25
MINI PARK	BONNIE BURN MINI PARK	Open Park Space	9,650.34	0.22
MINI PARK	CANTON / NEW YORK MINI PARK	Open Park Space	3,115.91	0.07
MINI PARK	CHELTON CIR MINI PARK	Open Park Space	106,061.32	2.43
MINI PARK	FAIRBANKS AVE / ORLANDO AVE MINI PARK	Open Park Space	9,726.47	0.22
MINI PARK	GOLFVIEW MINI PARK	Open Park Space	23,865.57	0.55
MINI PARK	HARLAND MINI PARK	Open Park Space	118,187.71	2.71
MINI PARK	HOOPER MINI PARK	Open Park Space	22,806.03	0.52
MINI PARK	JAY BLANCHARD MINI PARK	Open Park Space	20,696.44	0.48

MINI PARK	KINGS WAY MINI PARK	Open Park Space	34,593.60	0.79
MINI PARK	LAKE KNOWLES MINI PARK	Open Park Space	80,354.00	1.84
MINI PARK	LAKE MIDGET MINI PARK	Open Park Space	39,943.92	0.92
MINI PARK	LAKE WILBAR MINI PARK	Open Park Space	31,094.20	0.71
MINI PARK	LAKEVIEW MINI PARK	Open Park Space	8,383.23	0.19
MINI PARK	LASBURY / MAIDEN MINI PARK	Open Park Space	9,427.77	0.22
MINI PARK	LAUGHLIN MINI PARK	Open Park Space	3,723.03	0.09
MINI PARK	LEITH MINI PARK	Open Park Space	28,023.68	0.64
MINI PARK	LOCH LOMOND / ST ANDREWS MINI PARK	Open Park Space	16,232.31	0.37
MINI PARK	MARVIN SMILEY MINI PARK	Open Park Space	8,095.26	0.19
MINI PARK	MORSE BV MINI PARK	Open Park Space	5,070.98	0.12
MINI PARK	ORANGE / HARMON MINI PARK	Open Park Space	8,378.69	0.19
MINI PARK	PARK GROVE MINI PARK	Open Park Space	5,229.51	0.12
MINI PARK	VILLA VIEW MINI PARK	Open Park Space	12,819.46	0.29
MINI PARK	WORTHINGTON COURT MINI PARK	Open Park Space	1,486.67	0.03

113.79

Lake Lookout	ALBERTA/JOALCA MINI PARK	Unspecified	1,914.49	0.04
Lake Lookout	CANTON / INTERLACHEN MINI PARK	Unspecified	7,871.11	0.18
Lake Lookout	FAWCETT ROAD MINI PARK	Unspecified	11,684.14	0.27
Lake Lookout	HARRIS CIRCLE MINI PARK	Unspecified	11,298.15	0.26
Lake Lookout	KIWI / WEBSTER MINI PARK	Unspecified	10,437.32	0.24
Streetscape Enhancement	CAVENDISH / HARMON MINI PARK	Unspecified	1,341.10	0.03
Streetscape Enhancement	BONITA DRIVE MINI PARK	Unspecified	3,215.16	0.07
Streetscape Enhancement	PUCIFER/INTERLACHEN MINI PARK	Unspecified	10,903.05	0.25
Streetscape Enhancement	VIA BELLA MINI PARK	Unspecified	3,682.65	0.08
Streetscape Enhancement	READING WAY MINI PARK	Unspecified	34,608.59	0.79
Streetscape Enhancement	SUNSET / CHESTNUT MINI PARK	Unspecified	4,547.69	0.10
Streetscape Enhancement	TYREE LANE MINI PARK	Unspecified	9,508.30	0.22
Streetscape Enhancement	HAMILTON PLACE MINI PARK	Unspecified	15,956.87	0.37
	Tree Farm Property (Durham Rd)	Unspecified	617245	14.17

17.08

COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Recreational Facilities	2,198.64	0.05
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK CC	Recreational Facilities	69,910.90	1.60
COMMUNITY PARK	DINKY DOCK PARK	Recreational Facilities	1,019.04	0.02
COMMUNITY PARK	FARMERS' MARKET GROUNDS	Recreational Facilities	7,410.58	0.17
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Recreational Facilities	1,040.70	0.02
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Recreational Facilities	1,160.76	0.03
COMMUNITY PARK	LAKE BALDWIN PARK	Recreational Facilities	1,725.24	0.04
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Recreational Facilities	9,044.06	0.21
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Recreational Facilities	182,227.69	4.18
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Recreational Facilities	756.75	0.02
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Recreational Facilities	1,105.68	0.03
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Recreational Facilities	34,250.05	0.79
OPEN SPACE/CONSERVATION	CADY WAY BIKE TRAIL	Recreational Facilities	162,203.00	3.72
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Recreational Facilities	10,078.99	0.23
SPECIAL PURPOSE PARK	GOLF COURSE	Recreational Facilities	25,172.99	0.58
SPECIAL PURPOSE PARK	GOLF COURSE	Recreational Facilities	46,265.28	1.06

12.75

SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	173,260.83	3.98
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	267,252.44	6.14
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	274,543.55	6.30
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	432,387.45	9.93
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	475,904.16	10.93
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Athletic Space/Specific Use	125,597.22	2.88
NEIGHBORHOOD PARK	PHELPS PARK	Athletic Space/Specific Use	4,533.63	0.10
NEIGHBORHOOD PARK	PHELPS PARK	Athletic Space/Specific Use	19,311.42	0.44
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	5,134.52	0.12
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	26,398.74	0.61
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	46,271.37	1.06
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	159,047.34	3.65
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	261,675.98	6.01
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Athletic Space/Specific Use	1,166,036.50	26.77
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Athletic Space/Specific Use	363,839.66	8.35
SPECIAL PURPOSE PARK	GOLF COURSE	Athletic Space/Specific Use	4,055,436	93.10

180.36

COMMUNITY PARK	LAKE BALDWIN PARK	Lakes/Water Bodies	151,836.25	3.49
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Lakes/Water Bodies	27,306.72	0.63
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Lakes/Water Bodies	210,602.54	4.83
MINI PARK	CHELTON CIR MINI PARK	Lakes/Water Bodies	117,582.81	2.70
MINI PARK	LAKE KNOWLES MINI PARK	Lakes/Water Bodies	370,263.89	8.50
MINI PARK	LAKE MIDGET MINI PARK	Lakes/Water Bodies	30,429.46	0.70
MINI PARK	LAKE WILBAR MINI PARK	Lakes/Water Bodies	42,754.55	0.98

21.83

COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COM	Conservation/Wetland/Natural Spaces	6,251.12	0.14
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COM	Conservation/Wetland/Natural Spaces	11,574.57	0.27
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	17,141.20	0.39
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	18,057.18	0.41
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	105,240.11	2.42
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	117,909.38	2.71
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	179,267.94	4.12
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	208,291.91	4.78
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	309,090.87	7.10
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	347,781.80	7.98
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	385,309.24	8.85
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	1,149,877.88	26.40
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Conservation/Wetland/Natural Spaces	1,576,137.96	36.18
COMMUNITY PARK	LAKE BALDWIN PARK	Conservation/Wetland/Natural Spaces	414,897.22	9.52
OPEN SPACE/CONSERVATION	1620 S PENNSYLVANIA AVE	Conservation/Wetland/Natural Spaces	35,885.19	0.82
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Conservation/Wetland/Natural Spaces	6,075.59	0.14
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Conservation/Wetland/Natural Spaces	40,838.78	0.94
SPECIAL PURPOSE PARK	MEAD BOTANICAL GARDEN	Conservation/Wetland/Natural Spaces	400,000.00	9.18

122.35

SPECIAL PURPOSE PARK	GOLF COURSE	Maintenance Use/Parking	2,008.00	0.05
SPECIAL PURPOSE PARK	GOLF COURSE	Maintenance Use/Parking	24,703.41	0.57
SPECIAL PURPOSE PARK	GOLF COURSE	Maintenance Use/Parking	37,544.26	0.86
SPECIAL PURPOSE PARK	GOLF COURSE	Maintenance Use/Parking	65,000.00	1.49
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Maintenance Use/Parking	10,403.94	0.24
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Maintenance Use/Parking	12,570.49	0.29
SPECIAL PURPOSE PARK	AZALEA LANE PARK	Maintenance Use/Parking	29,484.38	0.68
PARKING LOT	HANNIBAL SQUARE PIAZZA PARKING LOT		15,572.24	0.36
PARKING LOT	KNOWLES AVENUE PARKING LOT		32,766.32	0.75
PARKING LOT	WINTER PARK TRAIN STATION PARKING LOT	Maintenance Use/Parking	59,843.83	1.37
NEIGHBORHOOD PARK	PHELPS PARK	Maintenance Use/Parking	22,639.61	0.52
NEIGHBORHOOD PARK	THE PARK AT ORWIN MANOR	Maintenance Use/Parking	2,853.70	0.07
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	64,215.66	1.47
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	64,905.85	1.49
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	110,323.07	2.53
COMMUNITY PARK	WARD PARK/CADY WAY PARK	Maintenance Use/Parking	121,043.43	2.78
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Maintenance Use/Parking	22,988.46	0.53
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Maintenance Use/Parking	34,428.98	0.79
COMMUNITY PARK	MARTIN LUTHER KING, JR PARK	Maintenance Use/Parking	38,795.73	0.89
COMMUNITY PARK	LAKE BALDWIN PARK	Maintenance Use/Parking	67,945.86	1.56
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Maintenance Use/Parking	10,553.24	0.24
COMMUNITY PARK	HOWELL BRANCH PRESERVE	Maintenance Use/Parking	115,906.56	2.66
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLE	Maintenance Use/Parking	14,106.94	0.32
COMMUNITY PARK	COMMUNITY CENTER/SHADY PARK COMPLE	Maintenance Use/Parking	56,727.83	1.30
COMMUNITY PARK	DINKY DOCK PARK	Maintenance Use/Parking	11,538.13	0.26
COMMUNITY PARK	FARMERS' MARKET GROUNDS	Maintenance Use/Parking	20,763.07	0.48
COMMUNITY PARK	CENTRAL PARK/WEST MEADOW	Maintenance Use/Parking	2,896.16	0.07
COMMUNITY PARK	MEAD GARDENS	Maintenance Use/Parking	36,000.00	0.83

25.45

CEMETERY	PALM CEMETERY		616,869.12	14.16
CEMETERY	PINEY WOOD CEMETERY		434,252.52	9.97

24.13



Parks & Recreation Advisory Board

agenda item

item type Non-Action Items	meeting date June 21, 2023
prepared by Jason Seeley	approved by
board approval	
strategic objective	

subject

Shady Park and MLK Unity Corner

motion / recommendation

Update from staff on progress of each project; opportunity for board members to ask questions or provide comment.

background

City Commission approved both MLK Unity Corner project and Founders memorial as part of Shady Park update in fiscal year 2022. CRA and P/R staff have been meeting regularly with Hannibal Square stakeholders group and respective artists contracted to complete design of each project.

alternatives / other considerations

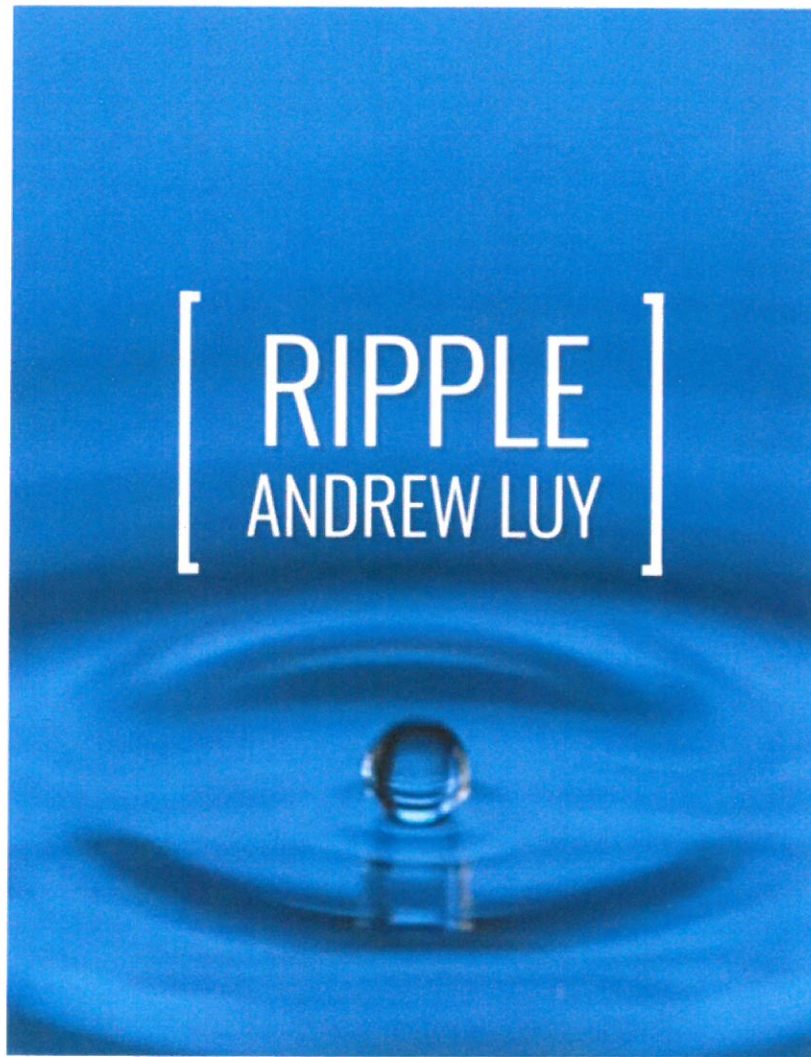
fiscal impact

ATTACHMENTS:

[MLK Unity Corner.pdf](#)

ATTACHMENTS:

[Shady Park.pdf](#)



Rev. Dr. Martin Luther King, Jr. Project

WINTER PARK, FLORIDA 2023

Andrew Luy | "Ripple" | March 16, 2023

Narrative

As arguably the most prominent individual for civil rights in the 20th century, Dr. Martin Luther King Jr.'s impact and legacy still reverberates today. The installation "Ripple" was borne of his teachings of non-violent protest and social equality for all people. Just as a single drop of water creates multiple expanding waves, so too does Dr. King's influence. This is a physical representation of what he fought bravely for, from the visual echoes of the curved seating to his pose. His outstretched hand is not only a gesture he frequently made while speaking, but it also symbolizes his calm, non-violent movement. Others might see a blessing or inviting outreach. His left hand clutches a book, representing his service as a scholar, educator, and preacher.

The entire installation is meant to be contemplative, reverberating King's message in his continuing wake for equality and justice.

As we've seen, progress ebbs and flows in waves against the back current of receding tides of violence, oppression, and unrest.

Ideas are expansive, and I want this installation to continue to echo his ideals and continue an extending wave of progress.

As the centerpiece, figuratively and literally, Reverend King, larger than life-size, stands in the middle of the installation on a circular black granite plinth facing the park's Denning Drive/Morse Boulevard corner.

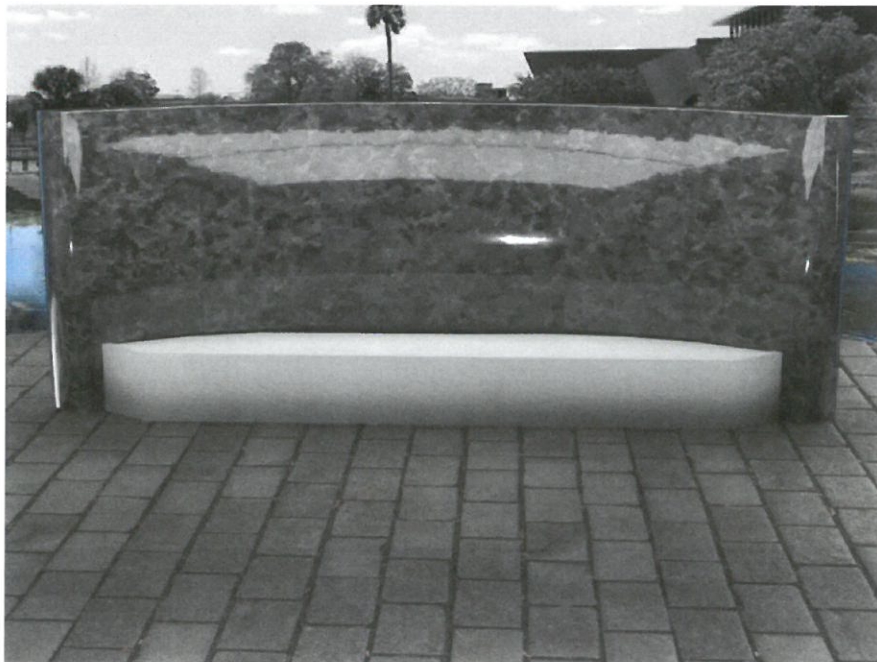


3.5' x 9' bronze



Included are small clay sketches outlining the initial approach to the sculpture. The piece will then be hand sculpted in realistic detail full scale. Molds will then be created, and the bronze poured at the foundry. It will include hidden protruding bars beneath the feet to secure the sculpture to the granite plinth.

On both sides of Dr. King black granite memorial walls with inscriptions of the displaced families on the inner walls, and quotes by MLK on the outer walls. Concentric seating made of gray granite will be surrounding the centerpiece:



15' L x 6'H x 8"D Black Granite
13.5'L x 20" H x 34"D Light Gray Bench

In front and behind the statue are black granite walls with light gray granite seating built into the inner wall:



15' L x 30"H x 8"D Black Granite
13.5'L x 20" H x 34"D Light Gray Bench

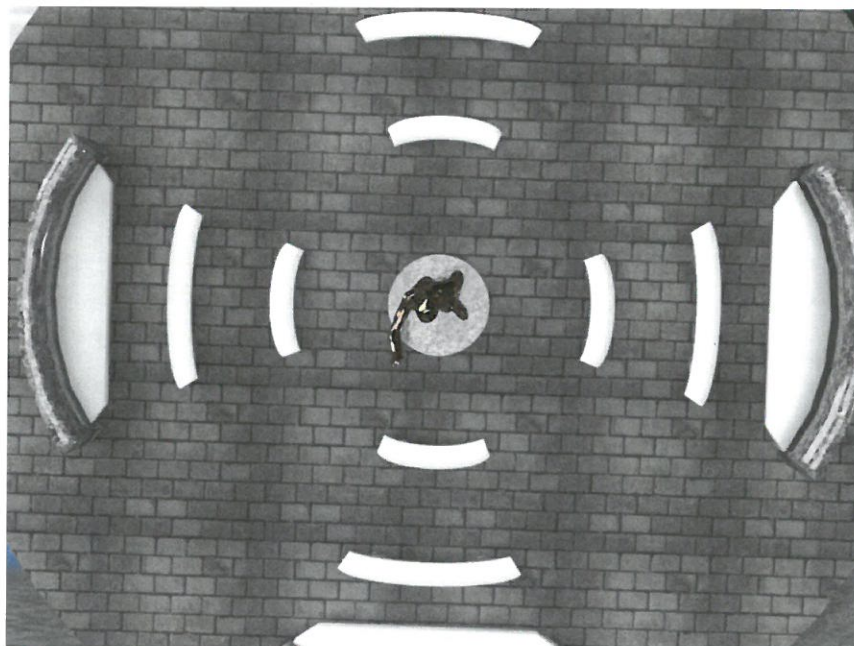
Gray granite sample:



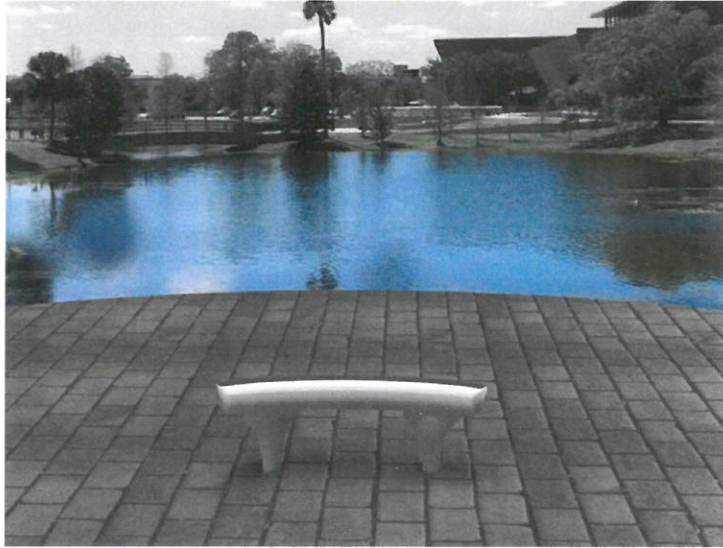
Concentric seating made of light gray granite surrounding the centerpiece:



Top-down view of the installation area:

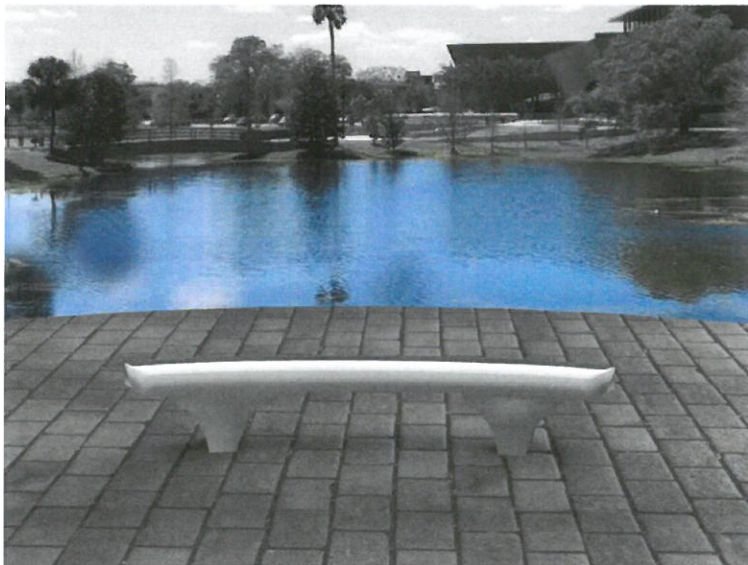


Small bench:



67" x 20" x 20"

Medium bench:



109" x 20" x 20"

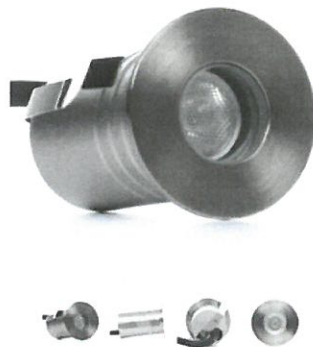
Circular plinth:



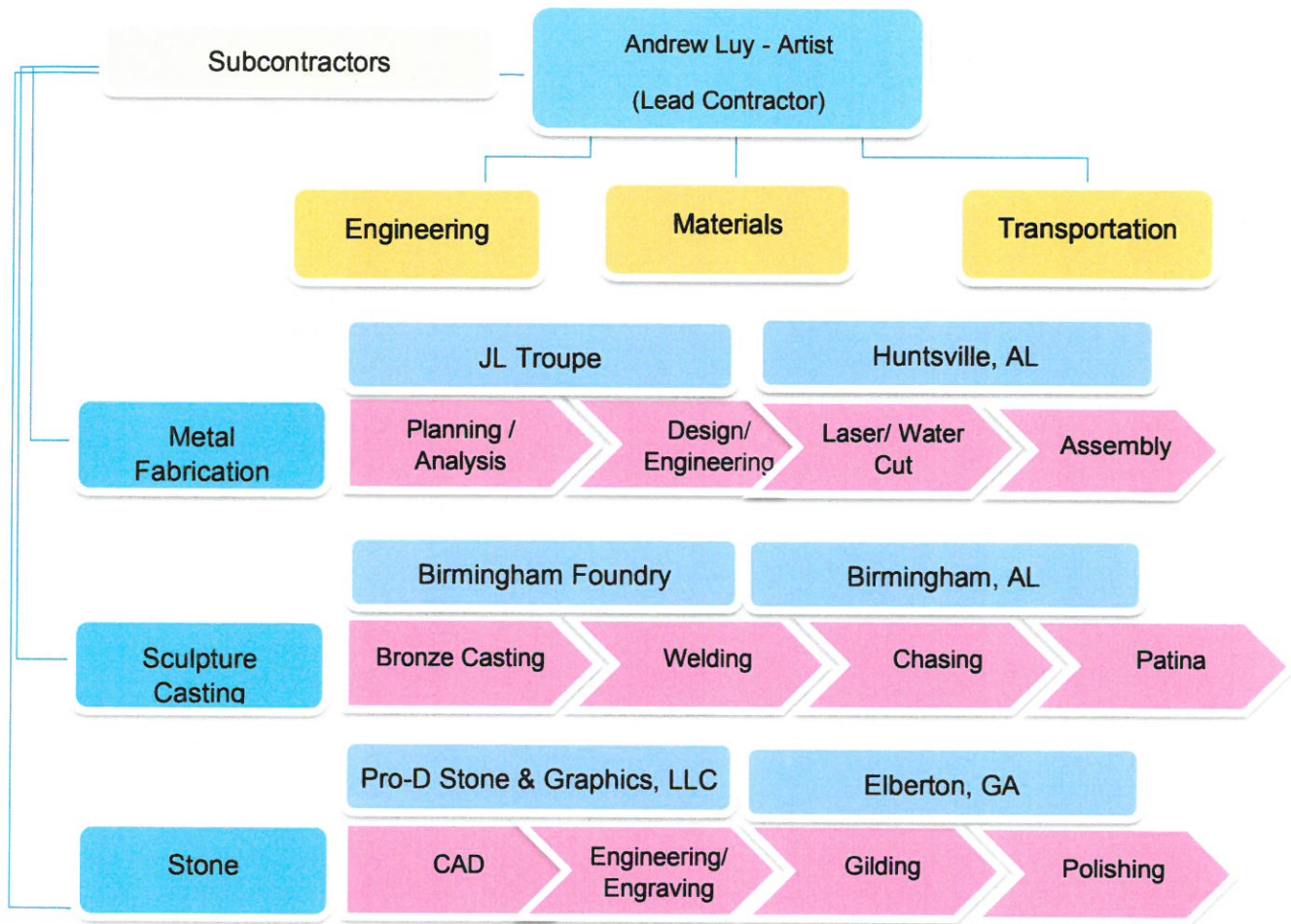
5' x 2'
Black Granite

Recessed LED lighting for MLK sculpture and walls:

Compact In-Ground/In-Wall LED Light (Flat Bezel) - Ultra Bright (3W)



Sub-Contractor Chart



Fabrication Partners



MLK Project Timeline

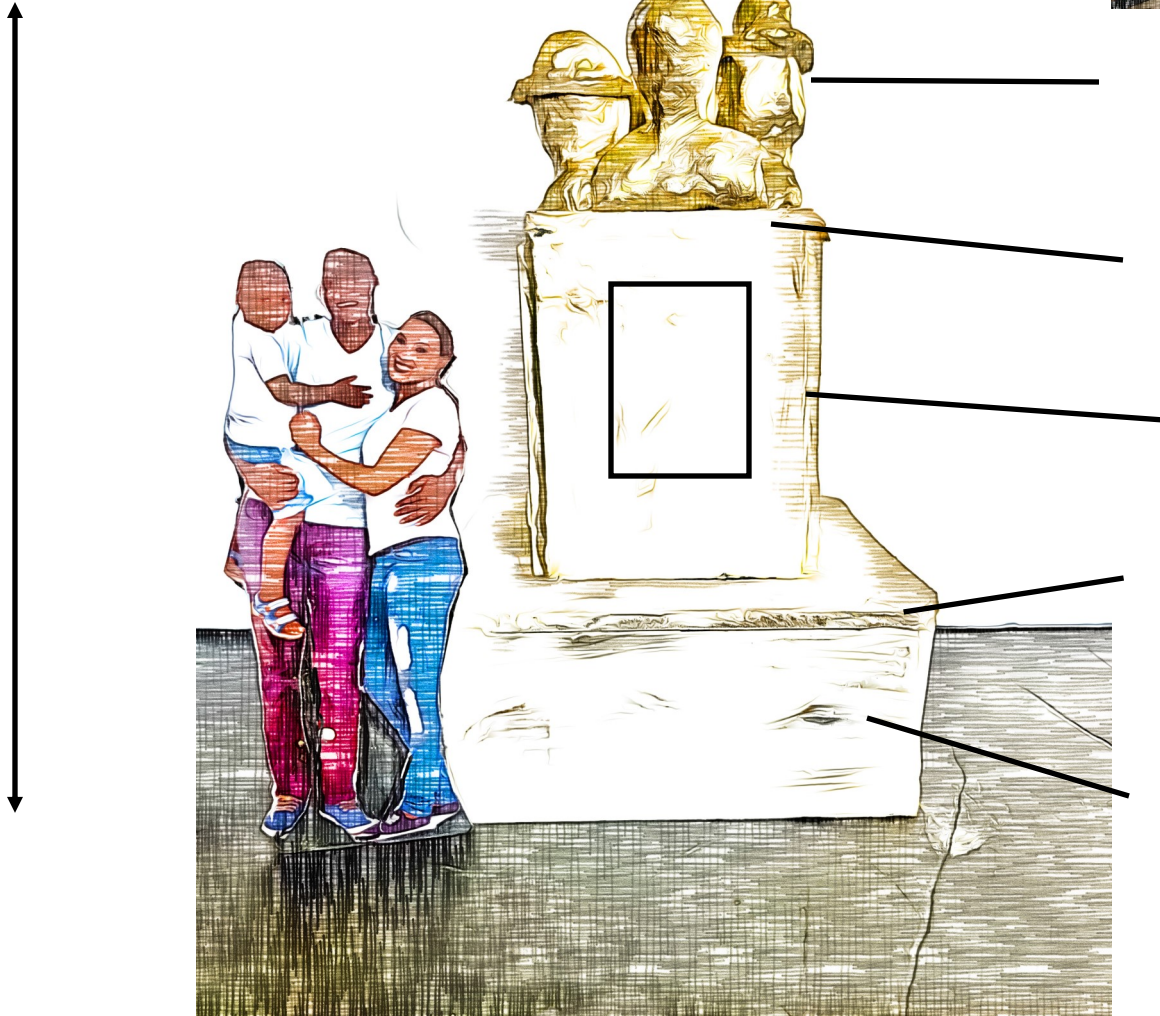
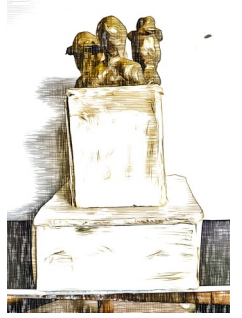
Month	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	2	3	4	5	6	7	8	9
Design	➡								
Permits	➡								
Insurance	➡								
Engineering	➡								
Stone Order & CAD	➡								
Clay & Mold Making Supplies	➡								
Armature Build	➡								
Hardscape Order*	➡								
Sculpting		➡							
Stone Cutting & Sandblasting		➡							
Mold Making				➡					
Rework Wax Casting					➡				
Electrical Rough-in					➡				
Electrical Approval						➡			
Bronze Casting						➡			
Bronze Chasing & Patina								➡	
Stone Polishing							➡		
Hardscape Install*		➡							
Stone Anchor Installation						➡			
Stone Delivery								➡	
Sculpture Delivery								➡	
Stone Installation									➡
Sculpture Installation									➡
Lighting Installation									➡

* = If necessary

Pennsylvania Location



Historical Figure Conceptual Design



Lettering Samples



Sankofa

The Sankofa Bird is an Adinkra symbol from the Ashante people of Ghana, West Africa, and is said to represent "positive reversion". The bird signifies the importance of returning in time to bring to the present proven values, which need to be revived and sustained, even today and into the future. The symbol teaches the wisdom in learning about the past, which helps in building the future, maintaining and cherishing cultural values.

Fort Lauderdale's historical African American Community was built on a pillar of sustainable values and events:

- A sense of family and the importance of sticking together to help each other.
- Thriving black entrepreneurship in various trades, a comprehensive medical facility at Provident Hospital, and entertainment establishments such as, The Pride of Fort Lauderdale Elk's Lodge #652, and The Windsor Club on Fifth Avenue.
- Migration first from the Bahamas, then Georgia, and South Carolina took place, bringing workers via the Henry Flagler railroad to work the railroad and the bean fields.
- The churches and places of worship were the anchors in the community.
- Educators such as Ms. Estelle Pinkett and Mr. Clarence Walker amongst others played a vital role in the development of the community children at the Old Dillard High School which was opened in 1924 as Fort Lauderdale's first "Colored School".

This monument is dedicated to those who made significant contributions to the historic Fifth Avenue Corridor, the Sistrunk Corridor, and to the entire City of Fort Lauderdale and its African American Community - past, present and future, ensuring a lasting legacy.

Gratitude and thanks go to the Trailblazers of Broward County, Inc. for their commitment and tireless effort to make this monument a reality.

"Remembering the Past, Embracing the Present, Preparing for the Future"



Bauregard Cummings, President
Sonya Burrows, Vice President
George Gadson, Artist

SISTR



THE AFRICAN-AMERICAN RESEARCH LIBRARY AND CULTURAL CENTER RECOGNIZES THE HERITAGE OF PEOPLE OF AFRICAN DESCENT. IN 1930 THE CITY OF FORT LAUDERDALE BLACK RESIDENTS PETITIONED THE NEGRO CHAMBER OF COMMERCE TO LOBBY THE CITY FOR A PLACE TO HOUSE A COMMUNITY LIBRARY. IN THE 1940'S IVORY MIZELL A LEADING COMMUNITY ACTIVIST, ESTABLISHED A COLLECTION OF BOOKS IN AN OFFICE AT THE DIXIE COURT APARTMENTS. IN 1951, THE CITY OF FORT LAUDERDALE HIRED MARY LOU BARNER, A DILLARD HIGH SCHOOL GRADUATE, AS THE FIRST BLACK LIBRARIAN SERVING DIXIE COURT. THE BOOK COLLECTION CONTINUED TO GROW THROUGH DONATIONS FROM BLACK AND WHITE BROWARD COUNTY RESIDENTS. TWO YEARS LATER, MRS. BARNER AND THE LIBRARY WERE MOVED TO SUNLAND PARK THE COMMUNITY'S FIRST PARK. THE LIBRARY MOVED TO A BUILDING ON NW 6TH STREET AT 10TH AVENUE AND LATER TO A LARGER FACILITY LOCATED AT 1409 NW 6TH STREET.

LED BY ETHEL PAPPY, COMMUNITY RESIDENTS FORMED THE FRIENDS OF THE VON D. MIZELL LIBRARY AND LATER NAMED THE 1409 NW 6TH STREET FACILITY FOR DR. VON D. MIZELL. MRS. ETHEL PAPPY, MRS. ELLYN WALTERS AND THE FRIENDS OF THE VON D. MIZELL LIBRARY HELPED TO SUPPORT LITERACY AND CULTURAL PROGRAMS. AFTER MORE THAN 60 YEARS THE VISION TO HAVE A LIBRARY AND INSTITUTION TO PRESERVE THE HISTORY, CULTURE AND ARTIFACTS OF THE BLACK COMMUNITY BEGAN IN EARNEST UNDER THE LEADERSHIP OF SAMUEL F. MORRISON, THE BROWARD COUNTY LIBRARY DIRECTOR. THE FRIENDS OF THE VON D. MIZELL LIBRARY, THE BROWARD PUBLIC LIBRARY FOUNDATION, BROWARD COUNTY LIBRARY STAFF, ALONG WITH LOCAL PHILANTHROPISTS AND OTHERS SUCCESSFULLY RAISED SUFFICIENT FUNDS TO MATCH COUNTY FUNDS TO BUILD THIS 60,000 SQUARE-FOOT RESEARCH LIBRARY AND CULTURAL CENTER. MRS. ELLYN WALTERS AND MRS. MAUDE STORR LED THE COMMUNITY FUNDRAISING EFFORT RESULTING IN NEARLY \$1 MILLION. THE NAMES OF OTHER SUPPORTERS CAN BE FOUND ON THE BRICKS, COLUMNS, AND WALLS IN THE HERITAGE VILLAGE AND INSIDE THE LIBRARY. THE VISION WAS REALIZED ON OCTOBER 26, 2002. THE AFRICAN-AMERICAN RESEARCH LIBRARY AND CULTURAL CENTER WAS OPENED TO THE PUBLIC.

"ORDINARY PEOPLE DOING EXTRAORDINARY THINGS."



THE AFRICAN-AMERICAN RESEARCH LIBRARY AND CULTURAL CENTER RECOGNIZES THE HERITAGE OF PEOPLE OF AFRICAN DESCENT. IN 1930 THE CITY OF FORT LAUDERDALE BLACK RESIDENTS PETITIONED THE NEGRO CHAMBER OF COMMERCE TO LOBBY THE CITY FOR A PLACE TO HOUSE A COMMUNITY LIBRARY. IN THE 1940'S IVORY MIZELL A LEADING COMMUNITY ACTIVIST, ESTABLISHED A COLLECTION OF BOOKS IN AN OFFICE AT THE DIXIE COURT APARTMENTS. IN 1951, THE CITY OF FORT LAUDERDALE HIRED MARY LOU BARNER, A DILLARD HIGH SCHOOL GRADUATE, AS THE FIRST BLACK LIBRARIAN SERVING DIXIE COURT. THE BOOK COLLECTION CONTINUED TO GROW THROUGH DONATIONS FROM BLACK AND WHITE BROWARD COUNTY RESIDENTS. TWO YEARS LATER, MRS. BARNER AND THE LIBRARY WERE MOVED TO SUNLAND PARK THE COMMUNITY'S FIRST PARK. THE LIBRARY MOVED TO A BUILDING ON NW 6TH STREET AT 10TH AVENUE AND LATER TO A LARGER FACILITY LOCATED AT 1409 NW 6TH STREET.

LED BY ETHEL PAPPY, COMMUNITY RESIDENTS FORMED THE FRIENDS OF THE VON D. MIZELL LIBRARY AND LATER NAMED THE 1409 NW 6TH STREET FACILITY FOR DR. VON D. MIZELL. MRS. ETHEL PAPPY, MRS. ELLYN WALTERS AND THE FRIENDS OF THE VON D. MIZELL LIBRARY HELPED TO SUPPORT LITERACY AND CULTURAL PROGRAMS. AFTER MORE THAN 60 YEARS THE VISION TO HAVE A LIBRARY AND INSTITUTION TO PRESERVE THE HISTORY, CULTURE AND ARTIFACTS OF THE BLACK COMMUNITY BEGAN IN EARNEST UNDER THE LEADERSHIP OF SAMUEL F. MORRISON, THE BROWARD COUNTY LIBRARY DIRECTOR. THE FRIENDS OF THE VON D. MIZELL LIBRARY, THE BROWARD PUBLIC LIBRARY FOUNDATION, BROWARD COUNTY LIBRARY STAFF, ALONG WITH LOCAL PHILANTHROPISTS AND OTHERS SUCCESSFULLY RAISED SUFFICIENT FUNDS TO MATCH COUNTY FUNDS TO BUILD THIS 60,000 SQUARE-FOOT RESEARCH LIBRARY AND CULTURAL CENTER. MRS. ELLYN WALTERS AND MRS. MAUDE STORR LED THE COMMUNITY FUNDRAISING EFFORT RESULTING IN NEARLY \$1 MILLION. THE NAMES OF OTHER SUPPORTERS CAN BE FOUND ON THE BRICKS, COLUMNS, AND WALLS IN THE HERITAGE VILLAGE AND INSIDE THE LIBRARY. THE VISION WAS REALIZED ON OCTOBER 26, 2002. THE AFRICAN-AMERICAN RESEARCH LIBRARY AND CULTURAL CENTER WAS OPENED TO THE PUBLIC.

"ORDINARY PEOPLE DOING EXTRAORDINARY THINGS."

20th Anniversary of Black Excellence
With deep gratitude, for your commitment to preserving
our History, Culture, and Excellence in our community.
Burdette Norrie-Weeks and
Aaron Weeks Foundation
October 22, 2022



Parks & Recreation Advisory Board

agenda item

item type Non-Action Items	meeting date June 21, 2023
prepared by Jason Seeley	approved by
board approval	
strategic objective	

subject

MIni Park Update Action Plan

motion / recommendation

Review action plan related to recently concluded Mini Park analysis. Confirm use of Streetscape Enhancement and Lake Lookout.

background

Action Plan a result of analysis conducted that provides tasks, timeline for completion, and estimated cost related to improvements at each property.

alternatives / other considerations

fiscal impact



Parks & Recreation Advisory Board

agenda item

item type	Staff Updates	meeting date	June 21, 2023
prepared by	Jason Seeley	approved by	
board approval			
strategic objective			

subject

Project Updates

motion / recommendation

NA

background

Update on current and upcoming parks department capital projects

alternatives / other considerations

fiscal impact