



Parks & Recreation Advisory Board Regular Meeting

Agenda

April 19, 2023 @ 5:00 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. [Regular Minutes Approval March 15, 2023](#) 2 minutes
 - b. [Work Session Meeting Minutes Approval March 15, 2023](#) 2 minutes
 3. **Public Comments (for items not on the agenda): Three minutes allowed for each speaker**
 4. **Action Items**
 - a. [Howell Branch Preserve Improvements](#) 20m
 - b. [Rollins College Softball Stadium Agreement Revision](#) 30m
 - c. [MLK Community Playground - Renovation and Expansion](#) 20m
 - d. [Chabad Community Fair-Chabad of Greater Orlando](#) 5 minutes
 5. **Non-Action Items**
 - a. [Florida Clean Air Act Update and Impact on city parks and recreation venues](#) 30m
 6. **Staff Updates**
 - a. [Financial Summary thru FY23/Q2](#) 5m
 - b. [Project Update](#) 5m
 7. **Board Comments**
 8. **Upcoming Agenda Items**
 9. **Adjournment**



Parks & Recreation Advisory Board

agenda item

item type	Consent Agenda	meeting date	April 19, 2023
prepared by	Kesha Thompson	approved by	
board approval			
strategic objective			

subject

Regular Minutes Approval March 15, 2023

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[0315.23 Minutes-Draft.pdf](#)



Parks & Recreation Advisory Board Minutes

March 15, 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, Jennifer Adams (virtual), Frank Baker, Krystal Dawkins, Craig Russell

1. Call to Order

Meeting Called to order by Chairman Perelman at 5:37 pm

2. Consent Agenda

a. Approve Regular Meeting Minutes - February 15, 2023

Motion made by Krystal Dawkins to approve the consent agenda; seconded by Frank Baker Jr. Motion carried unanimously.

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

Eric Sanchez, of the American Heart Association presented the board with the Tobacco Free Partnership of Orange County initiative to promote smoke free outdoor shared spaces. During discussion the board has tasked staff with brining back a proposal to promote smoke free shared spaces on the agenda for an action item next month.

4. Action Items

a. Strategic Plan- Programming

Jason presented the board with the programming portion of the Strategic Plan. The board has asked that time lines are where applicable. Once each section is presented staff will provide the complete Strategic Plan for approval. No action was taken.

b. WP Saturday Market - Craft Distillery

Jason provided the board with Florida Statute 565 17 that states permits shall/can be issued to craft distilleries for such tasting and sales. Staff is recommending approval to allow one craft distillery to the Saturday Market with the ability to sell both bottled spirits, and craft beverages that can be consumed while at the Saturday Market within the market space. During discussion the board has asked the staff provides feedback after the six-month trial, and the possibility of expanding beyond one vendor.

Motion made by Michael Perelman to approve staff recommendation for the six-month trial period; seconded by Shannon Sarkarati. Motion carried unanimously.

c. Progress Point Naming

Clarissa Howard, Communication Director; provided the board with the city-wide survey results for the naming of the Progress Point property. The survey was distributed via various social media

outlets, and news coverage. Seven Oaks Park was the name that had the most votes. The results will then be presented to the Commission on March 22 for the official naming of the park. During discussion Leah expressed discontent with a very small number of the city's population participating in the vote. There was a total of 702 votes with 485 of those votes for Seven Oaks Park.

Motion made by Michael Perelman to support the results of the survey with the park naming of Seven Oaks Park; seconded by Frank Baker Jr. Motion carried unanimously.

d. Mini Park Classification

Jason provided the board of definitions of the reclassification of the green spaces that did not meet mini park standards, lake lookout, and streetscape enhancement. Chairman Perelman has asked staff to speak with the Sustainability division on their definition of green space, and how the reclassification would affect the sustainability goals for the city.

Motion made by Michael Perelman to approve the definitions as presented; seconded by Shannon Sarkarati. Motion carried unanimously

5. Non-Action Items -(none)

6. Staff Updates

a. Park Projects

Construction documentation has been received for Howell Branch Preserve. The ribbon cutting for the play space at the Meadows was well attended. The projected start date for the turf conversion is April 3. Public Works has provided a projected start time for field work on baseball 7 in July. The awning, and patio space are current projects taking place at the Winter Park Pines.

b. Programming & Event Update

Staff provided the board with upcoming events.

7. Board Comments

Chairman Perelman has requested to have a continued discussion on the GIS mapping.

8. Upcoming Agenda Items

Smoke Free Outdoor Shared Space

9. Adjournment

The meeting was declared adjourned by Chairman Michael Perelman at 6:36 pm

Minutes approved by the board on: 0419.23
/s/ Kesha Thompson



Parks & Recreation Advisory Board

agenda item

item type	Consent Agenda	meeting date	April 19, 2023
prepared by	Kesha Thompson	approved by	
board approval			
strategic objective			

subject

Work Session Meeting Minutes Approval March 15, 2023

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[0315.23 Joint Work Session Minutes-Draft.pdf](#)



Parks & Recreation Advisory & CRA Board Work Session

March 15, 2023 at 5:00 p.m.

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

Board Members Present

Parks Board: Michael Perelman, Shannon Sarkarati, Leah Bonich, Frank Baker, Krystal Dawkins, Craig Russell

CRA Advisory Board: Maria Bryant (virtual), Linda Washington, Jay Trent

1. Call to Order

Meeting Called to order by Chairman Perelman at 5:02 pm

2. Discussion Item

a. MLK Park - Community Playground

Kyle Dudgeon of the CRA presented the board with the updated playground concept. On Tuesday, February 7th the City of Winter Park and Community Redevelopment Agency (CRA) hosted a third public meeting with regards to improvements at Martin Luther King Jr. (MLK) Park. The purpose of the meeting was to review concepts generated by the City's landscape architecture firm Dix-Hite, and curated from public interaction and stakeholder input. After decades of wear and tear, the playground needs enhancements including improvements to bring the playground into compliance with today's safety standards.

Included in the presentation was a schematic playground design, work shop notes, and community meeting notes. During discussion accessibility, visibility from seating areas, a community garden and the restrooms were topics of interest. Staff informed the board of a potential learning garden over near the library structure to include in their programming. Leah inquired about a pet friendly feature, to include a possible pet friendly water fountain. Viviana Castro of Dix Hite, was present to answer questions.

3. Adjournment

Chairman Perelman adjourned the meeting at 5:26



Parks & Recreation Advisory Board

agenda item

item type	Action Items	meeting date	April 19, 2023
prepared by	Jason Seeley	approved by	
board approval			
strategic objective			

subject

Howell Branch Preserve Improvements

motion / recommendation

Provide recommendation to Commission regarding continued Howell Branch Preserve improvements and the allocation of funds to support a conceptual design addressing stormwater property to the west of the main park and improvements along park frontage adjacent to Howell Branch Rd.

Further detail provided in attachment

background

The Winter Park Land Trust and City have a cooperative agreement that funds a grant writer to pursue grant funding that improves parks, green spaces, connectivity, and related areas. Continued improvements to HBP, more specifically the stormwater property to the west and frontage along Howell Branch Rd, is one of the areas of interest for grants.

Details related to scope and location of potential improvements detailed in attachment.

alternatives / other considerations

fiscal impact

\$98,800

ATTACHMENTS:

[Howell Branch Preserve Phase 2 PRAB Item.pptx](#)

Howell Branch Preserve

Proposal for Continued Improvements –
Stormwater Pond, Kayak Drop Off, and Park Frontage

History and Overview

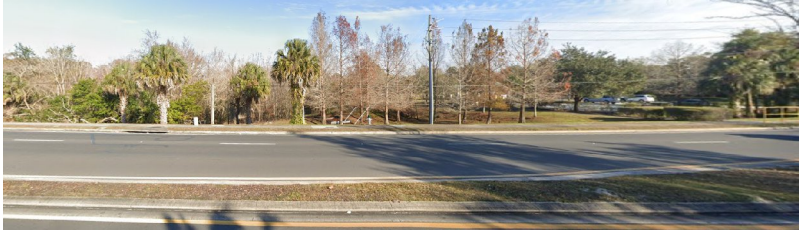
History

- ▶ In 2008 the City of Winter Park developed a 10 acre park art Howell Branch Preserve that is what most residents recognize as the park today. The park consists of a playground, exercise trail, observation deck, restroom, and parking. An additional 55 acres were acquired in 2017 with state funding where the City is currently developing a trail system, kayak launch, and observation deck overlooking Lake Waumpi.

Overview

- ▶ The conceptual design proposal provided by Dix Hite focuses on improvements along the frontage of both the current Howell Branch Preserve Park and the stormwater property acquired from Orange County to the west. The end goal of the design would be to connect the two properties both physically and visually, enhance the functionality and recreational value of stormwater pond and surrounding property, provide creek access with potential kayak launch and drop off lane, improve the walkability(ped safety) along Howell Branch Rd adjacent to properties. and improve aesthetics along the frontage of both properties

Current Conditions



Purpose of Conceptual Design for HBP

The Howell Branch property is the largest single park space within the City of Winter Park and is located in an area that would be considered a gateway to the City. While HBP is the largest park space within our inventory the park is currently an underutilized asset. The proposed conceptual design scope from Dix Hite would result in project that has a significant impact on the recreational value of the park to our residents while also addressing walkability, stormwater management, and general curb appeal for a high visibility gateway to the City.

By having a conceptual design for the property that has completed a public input process allowing for resident input, accepted by appropriate advisory boards, and City Commission the project will be better positioned for various grants and alternative funding sources. Additionally, this would allow for project to be considered in long term capital improvement development.

The Winter Park Land Trust has committed resources in the form of a contracted grant writer specifically tasked with seeking funding for parks, greenways, and other related projects. The community response related to the recent grant funded project at Howell Branch Preserve demonstrated having a conceptual design that has underwent public vetting should occur before pursuing grant funding and not after.

PRAB Member Action for Consideration

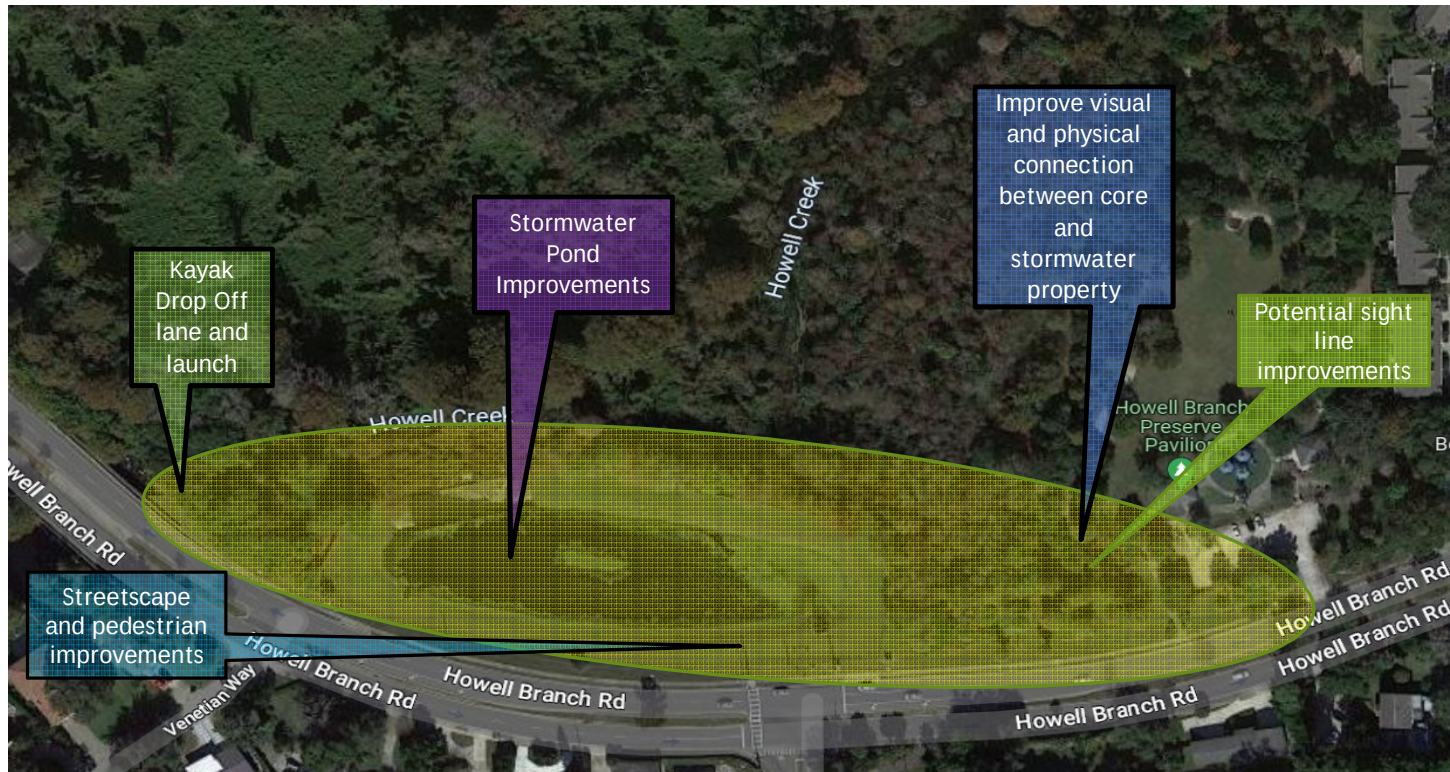
Considerations:

- ▶ Is the project consistent with the long term goals and priorities of City and Parks and Recreation Department?
- ▶ Where does the project fall within existing capital item priorities and what would we be willing to re-prioritize existing CIP items to move this item ahead?
 - ▶ Other planning efforts currently budgeted in 5 Year CIP – Parks and Rec Master Plan

Potential Actions:

- ▶ Approve based on CIP availability

Site Overview



****Improvements will not involve trail additions or enhancements that create increased foot traffic near adjacent residential zones.**

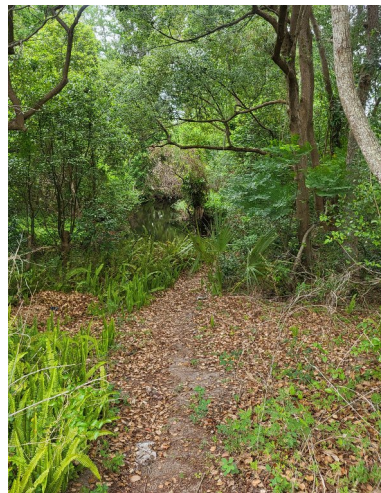
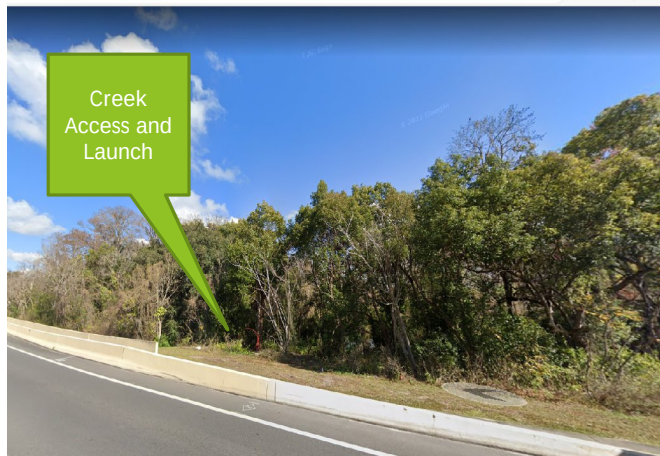
Key Elements of Conceptual Design

- ▶ Aesthetic and functional improvements to existing stormwater pond and surrounding property
- ▶ Kayak launch and drop off at west end of property
- ▶ Improve safety and attractiveness of pedestrian walkways and paths
- ▶ Connection to core park to and from Stormwater property to
- ▶ Aesthetic and functional improvements to park frontage
- ▶ Overall stormwater treatment

Key Element Zoom In

Kayak Launch and Drop Off

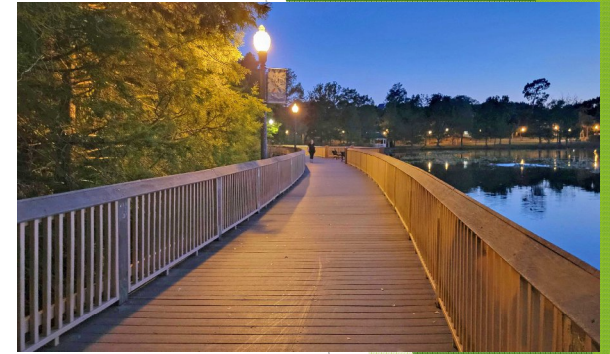
Current Conditions:



Key Element Zoom In

Stormwater Pond Improvements

Current Conditions:



Key Element Zoom In

Physical Connection to park core from SW property

Current Conditions:



Key Elements Zoom In

Howell Branch Road Streetscape and Improved Walkability

Current Conditions:



Additional Conceptual Design Proposal Detail

► Cost: \$99,800

► Meetings/Workshops included in scope:

Kick off Meeting (1 meeting) • Site Analysis Visit (1 visit) • Interview Session (1 - 4-hour session) • Community Workshop Prep and Workshop (1 meeting and workshop) • Review of Community Workshop Feedback (1 meeting) • Concept Review (1 meeting) • Parks Board Meeting (1 meeting) • Stakeholder Presentation (1 meeting)

► Deliverables :

• Discovery Summary • Workshop Prep/ Red Dot /Green Dot Boards; Agenda • Workshop Summary • Refined Program • Conceptual Design (.pdf) Order of Magnitude Cost Estimate



Parks & Recreation Advisory Board

agenda item

item type	Action Items	meeting date	April 19, 2023
prepared by	Jason Seeley	approved by	
board approval			
strategic objective			

subject

Rollins College Softball Stadium Agreement Revision

motion / recommendation

Recommend for approval to commission and/or provide suggested revisions.

background

Rollins College was granted approval by City Commission to construct a locker room facility at the rear of the home dugout. As part of the approval by both Commission and PRAB the contract between the college and City needed to be revised as original contract was not reflecting current realities.

Revision was to reflect current operating relationship for the stadium between the City and the college. Additionally, contract was to include language that creates ability for residents and/or sports organizations that serve our residents the ability to rent or use the field during collegiate softball off-season and demonstrate value to residents since field is on City park land.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Rollins Softball Field Use Agreement - 3-9-2023 - FINAL - clean.pdf](#)

ATTACHMENTS:

[Softball Fieldhouse Construction Agreement \(002\) - FINAL - clean.pdf](#)

City of Winter Park – Amended and Restated Rollins Softball Stadium Agreement

THIS AMENDED AND RESTATED AGREEMENT is hereby made and entered into this ____
th day of _____, by and between the City of Winter Park, a municipal corporation
with its principal offices located at 401 South Winter Park Avenue, Winter Park, Florida, (the
“City”) and Rollins College, a Florida Not for Profit Corporation, with its principal address located
at 1000 Holt Avenue, Winter Park, FL, (the “College”).

WHEREAS, the City owns and operates the facility and grounds known as the Rollins
Softball Stadium, located at 425 Harper Street, Winter Park, Florida (the “Stadium”);

WHEREAS, the Stadium is located at the southwest corner of the City’s Martin Luther
King, Jr. Park, which park is located at 1050 West Morse Boulevard, Winter Park, Florida (the
“Park”);

WHEREAS, since 2004, the College has used the Stadium to host softball games and other
collegiate events pursuant to that certain Softball Facility Agreement dated October 22, 2003
(“Facility Agreement”);

WHEREAS, pursuant to paragraph 10(b) of the Facility Agreement, the Facility Agreement
is perpetual and may be terminated only by written agreement between the City and the College;

WHEREAS, this Agreement supersedes and replaces the Facility Agreement;

WHEREAS, the City has traditionally allotted use of such Stadium so as to accommodate
the College’s softball schedule(s) and other events;

WHEREAS, the City would like to continue to allow the College to continue to use the
Stadium pursuant to the terms and conditions set forth herein; and

WHEREAS, the College would like to continue using the Stadium pursuant to the terms
and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and provisions hereof, and
other good and valuable consideration, the receipt and sufficiency all of which are hereby
acknowledged, the parties desire to be legally bound by the terms and conditions of this
agreement as follows:

1.0 **Recitals.** The foregoing recitals are hereby incorporated herein in their entirety
by this reference.

2.0 **Term of Agreement.** This Agreement will be effective from date of execution by
both parties for a period of 25 years. This Agreement may only be terminated by written
Agreement between City and Rollins for a period of eleven (11) years from the date of execution

by both parties. Thereafter, the parties reserve the right to terminate without cause or penalty so far as each party provides the other party with a minimum of 1 year advance notice prior to termination.

3.0 The College's Use of the Stadium. The College is hereby provided a revocable license for management and priority use of the Stadium for softball events, practices, games, and other events and sporting activities. The Stadium, including its grounds, for which the College is granted access to and use of is depicted within the black square box indicated in **Exhibit A** to this Agreement, which is attached to and incorporated within this Agreement.

In using and managing the Stadium, the College shall develop and utilize a transparent process of sublicensing use of the Stadium to local youth and adult athletic programs ("Third Parties") at reasonable rates (collectively known as the "Process and Rates"). Such sublicensing must occur pursuant to the Process and Rates, which must be approved by the City in writing prior to its implementation. Pursuant to this Agreement, Rollins is granted the discretion to approve the use of the Stadium by Third Parties pursuant to the Process and Rates; however, any such Process and Rates may not unlawfully discriminate against any Third Parties or otherwise be conducted or implemented in violation of local, state, and federal civil rights laws. The College must act in good faith in sublicensing use of the Stadium to Third Parties to ensure appropriate shared use of the Stadium with the local community.

The College further agrees not to commit or suffer any waste of the Stadium or make any change in the use of the Stadium that will in any way increase the risk of fire or other hazard arising out of the College's operation or oversight of the Stadium, take any action that might invalidate or give cause for the cancelation of any insurance policies maintained in connection with the Stadium, or do or permit to be done anything to the Stadium that might in any way impair the value of the Stadium.

In addition to the foregoing, the College must provide the City with access to the Stadium at any time to perform inspections and maintenance of such on an as needed basis. The City shall endeavor to contact the College in advance of any maintenance or inspections to schedule such activities at a mutually agreeable time; however, the City reserves the right to enter the Stadium as may be necessary to mitigate or otherwise remedy structural or other issues that must be addressed on an emergency or exigent basis.

4.0 Maintenance and Improvements. The College is responsible for all operational and maintenance expenses and costs related to the use of the Stadium by the College, including any of its invitees or sublicensees. This includes maintenance of the field, payment of utility costs directly related to operation and use of the Stadium, and janitorial and daily maintenance of the Stadium, including its dugouts, spectator areas, and any other areas of the Stadium and grounds used by the College. Cosmetic, aesthetic, and other improvements to the Stadium unrelated to the underlying infrastructure or safety of the Stadium are to be made pursuant to the sole expense of the College but must be pre-approved by the City prior to implementation. The

College shall be solely responsible for all such costs in lieu of paying a user fee to the City for the use of the Stadium.

Regardless of the foregoing, the City is responsible for the maintenance of infrastructure, including the electrical, plumbing, and structural build of the Stadium. The City will further continue to be responsible for the daily maintenance and all associated upkeep of the public restroom located adjacent to the Stadium. Pursuant to the prior agreement between the parties for use of the Stadium, the expected useful life of the Stadium was 30 years, which will elapse on February 1, 2034 (*i.e.*, the 30th anniversary of the 2004 use agreement between the City and the College). Any maintenance or critical infrastructure items related to the stadium at, within, or beyond the 5 years preceding the end of such 30-year period will require approval and direction from City Commission as to whether further investment in the Stadium should be continued beyond the estimated useful life thereof.

5.0 Safety and Security. Rollins College is responsible for ensuring the safe and proper use of the facility and responsible for reporting any maintenance or safety issues to the City of Winter Park.

Rollins College is responsible for ensuring that clear policy and procedures for use are established and that all users of the stadium follow rules and regulations that allow for safe use of the facility and its amenities. Additionally, Rollins College will ensure proper staffing, oversight, and liability insurance is in place at all times when facility is in use.

Rollins College will not allow any use not directly related to the women's softball program without approval by City of Winter Park. In the event stadium is used for programming or instruction that involves minors, Rollins College is responsible for ensuring appropriate background screening has been conducted for any adults working directly with minors per state law.

6.0 Indemnification / Sovereign Immunity. The College agrees to indemnify, defend, and hold harmless the City, including its elected and appointed officials, officers, agents, and employees, from and against any and all liability, claims, demands, damages, and costs off every kind and nature, including attorney's fees at both the trial and appellate levels, and all court costs arising out of the College's use, occupation, or sublicensing of the Stadium or realty upon which the Stadium is located, including any injury to or death of the College's employees, agents, invitees, guests, spectators, students, or sublicensees, or resulting from the or resulting from the negligence, intentional torts, and criminal actions of the College, its agents, servants, employees, volunteers, members, guests, invitees, spectators, or students.

The College and the City acknowledge and agree that the College is solely responsible for the reasonable supervision, control, protection and safety of the College's agents, servants, employees, volunteers, members, guests, students, spectators, invitees, and sublicensees. The College shall, upon request from the City, defend and satisfy any and all suits arising from the College's use of the Stadium. This paragraph and all indemnification and hold harmless provisions

of this Agreement will survive the termination and expiration of this Agreement. Further, the City expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with § 768.28, Florida Statutes. Regardless of anything set forth in any section or part of this Agreement to the contrary, nothing in this Agreement may be deemed as a waiver of sovereign immunity or the limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

7.0 Insurance. The College shall, at its own cost and expense, keep in force during the term of this Agreement; insurance from an insurance company licensed in the State of Florida and rated “A”, Class “X” or better by A.M. Best. The required insurance must be evidenced by a certificate of insurance, which must be submitted to and approved by the City prior to the effective date of this Agreement. The City must be provided with a thirty-day (30) notice in the event of cancellation, non-renewal or adverse change to any of the policies required hereunder. Such policies must be primary and not be additional to or contributing with any other insurance carried by or for the benefit of the City with any other insurance available to the City.

7.0.1. Commercial General Liability Policy. The College shall provide Comprehensive General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence, \$2,000,000.00 in the aggregate. Such policy may not allow the policy limits to be reduced by defense and claim expenses. The City of Winter Park must be listed as an additional insured under the College’s Comprehensive General Liability Insurance policy. Furthermore, such insurance must be issued on an occurrence basis and include coverage for College’s operations, independent contractors, subcontractors and “broad form” property damage coverages protecting itself, its employees, agents, contractors, or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the College or by any of its subcontractors arising from operations conducted under this Agreement. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly College’s agreement to indemnify, defend, and hold harmless the City as provided in this Agreement. The commercial general liability policy must provide coverage to the City, either by endorsement or pursuant to a blanket additional insured endorsement, for those sources of liability that would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of any

endorsements excluding or limiting coverage for Bodily Injury, Property Damage, Products/Completed Operations, Independent Contractors, Property of the City in College's Care, Custody or Control or Property of City on which operations are being conducted. When the City is added as additional insured by endorsement, ISO Endorsements CG 20 10 and CG 20 37 or their equivalent must be used and must provide such additional insured status that is at least as broad as ISO form CG 20 10 11 85. The College shall require any sublicensees to add the City to their Commercial General Liability policy as an additional insured. The commercial general liability policy must provide a waiver of subrogation in favor of the City.

7.0.2. *Motor Vehicle Liability Insurance.* The College shall also secure and maintain during the term of the Agreement motor vehicle coverage no less than in the combined single limit of \$1,000,000.00 with "Any Auto," Coverage Symbol 1, providing for coverage for all autos operated regardless of ownership, and protecting itself, its employees, agents or lessees, or subsidiaries and their employees and agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

7.0.3. *Insurance Requirements for Vendors, Sublicensees, and Contractors.* In addition to the foregoing, the College shall require any vendors, sublicensees, or contractors operating at the Stadium that are not College staff or volunteers to acquire and maintain \$1,000,000 in general liability insurance with the City listed as an additional named insured. Such vendors, sublicensees, or other contractors must also execute a contractual agreement with the City, in a form prescribed by the City, describing the services or activities that such vendors, sublicensees, or contractors will be providing or otherwise engaged in at the Stadium and agreeing to indemnify, defend, and hold the City harmless from any and all liability arising from their activities on City-owned property. Copies of such contractual agreements and proof of insurance must be kept current by the College and provided to the City upon request. Failure to comply with this paragraph will result in non-compliant vendors, sublicensees, or contractors being barred from City property, including the Stadium, until such time as they comply with the requirements of this paragraph.

Any paid contracted instructors hired by the College must have a signed W9 and waiver holding the College and the City harmless while conducting any classes, programs, or events on City property or within the Stadium. Copies of the W9 and waivers must be kept current by the College and provided to the City upon request.

If the College operates or authorizes a concession facility or in any way distributes or sells food, beverages, candy or foodstuffs of any description, the College agrees to fully indemnify, defend, and hold harmless the City (in accordance with paragraph 6.0) from and against any claim, damages, or costs arising from or in connection with the provision of such foodstuffs.

7.0.4. *Compliance with Insurance Requirements.* Failure to comply with the insurance requirements of this Agreement will result in termination at the election of the City, except that all indemnification, defense, and hold harmless provisions and provisions pertaining to the City's sovereign immunity protections will survive the termination or expiration of this Agreement.

8.0 **Attorney's Fees.** If any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy will be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses, and suit costs, including those associated with any appellate or post-judgment collection proceedings.

9.0 **Non-Waiver.** No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right, will constitute a waiver of that or any other right, unless otherwise expressly provided herein.

10.0 **Notices.** Any notice, request, instruction, or other document to be given as part of this Agreement must be in writing and will be deemed given under the following circumstances: when delivered in person; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; or when transmitted by facsimile or telecopy transmission, with receipt acknowledged upon transmission; and addressed as follows (or to such other person or at such other address, of which any party hereto shall have given written notice as provided herein):

To City: City of Winter Park
Director of the Parks & Recreation Department
401 South Park Avenue
Winter Park, FL 32789
PH: (407) 599-3399

With a copy to: City of Winter Park
City Manager
401 South Park Avenue
Winter Park, FL 32789

To the College: Rollins College

1000 Holt Avenue 2715
Winter Park, FL 32789-4499

11.0 **Modifications/Counterparts.** Modifications of this Agreement shall only be made in writing and signed by both parties. This Agreement may be executed in any number of

counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

12.0 Standard of Care. In using or sublicensing the Stadium, the College shall employ and use that degree of care and skill ordinarily exercised, under similar circumstances by other institutions of higher learning located within the same or similar locality. The College shall undertake all necessary and reasonable precautions to protect the public from being injured when using or sublicensing the use of the Stadium.

13.0 Assignment. This Agreement may not be assigned or transferred in any manner by GCA or the City and any such assignment or transfer is expressly prohibited.

14.0 Binding Agreement. This Agreement is binding upon the parties hereto and their successors and assigns.

15.0 Entire Agreement. Any previously existing oral or written agreements are terminated as of the effective date of this Agreement and will be deemed to be hereafter null and void and of no further force and effect whatsoever.

16.0 Modifications or Amendments. No modifications, amendments, or alterations in the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties.

17.0 Governing Law. This Agreement is governed by and must be interpreted in accordance with the laws of the state of Florida. Any and all legal action arising out of this Agreement will, if in state court, have its exclusive venue in a court of appropriate and proper jurisdiction located in Orange County, Florida, or if in federal court, the Middle District of Florida, Orlando Division.

18.0 Non-Appropriation. To the extent that this Agreement may require an ongoing obligation of the City to expend funds, the City's performance and obligation to pay funds pursuant to this Agreement remain contingent upon an annual appropriation of such funds by the City Commission. Any decision by the City Commission to not appropriate any such funds will be without penalty or further cost to the City.

19.0 Severability. If any terms or provisions of this Agreement, or the application thereof to any person or circumstance is, to any extent, be held invalid or unenforceable, then the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those to which it is held invalid or unenforceable, will not be affected, and every other term and provision of this Agreement will be deemed valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2023.

WITNESSES:

ROLLINS COLLEGE

By: _____

Print Name: _____

Its: _____

Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____. He/She is personally known to me or had produced _____ (type of identification) as identification.

(NOTARY SEAL)

Notary Public

Print Name: _____

My Commission Expires: _____

WITNESSES:

CITY OF WINTER PARK, a Florida municipal corporation

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023, by _____. He/She is personally known to me or had produced _____ (type of identification) as identification.

(NOTARY SEAL)

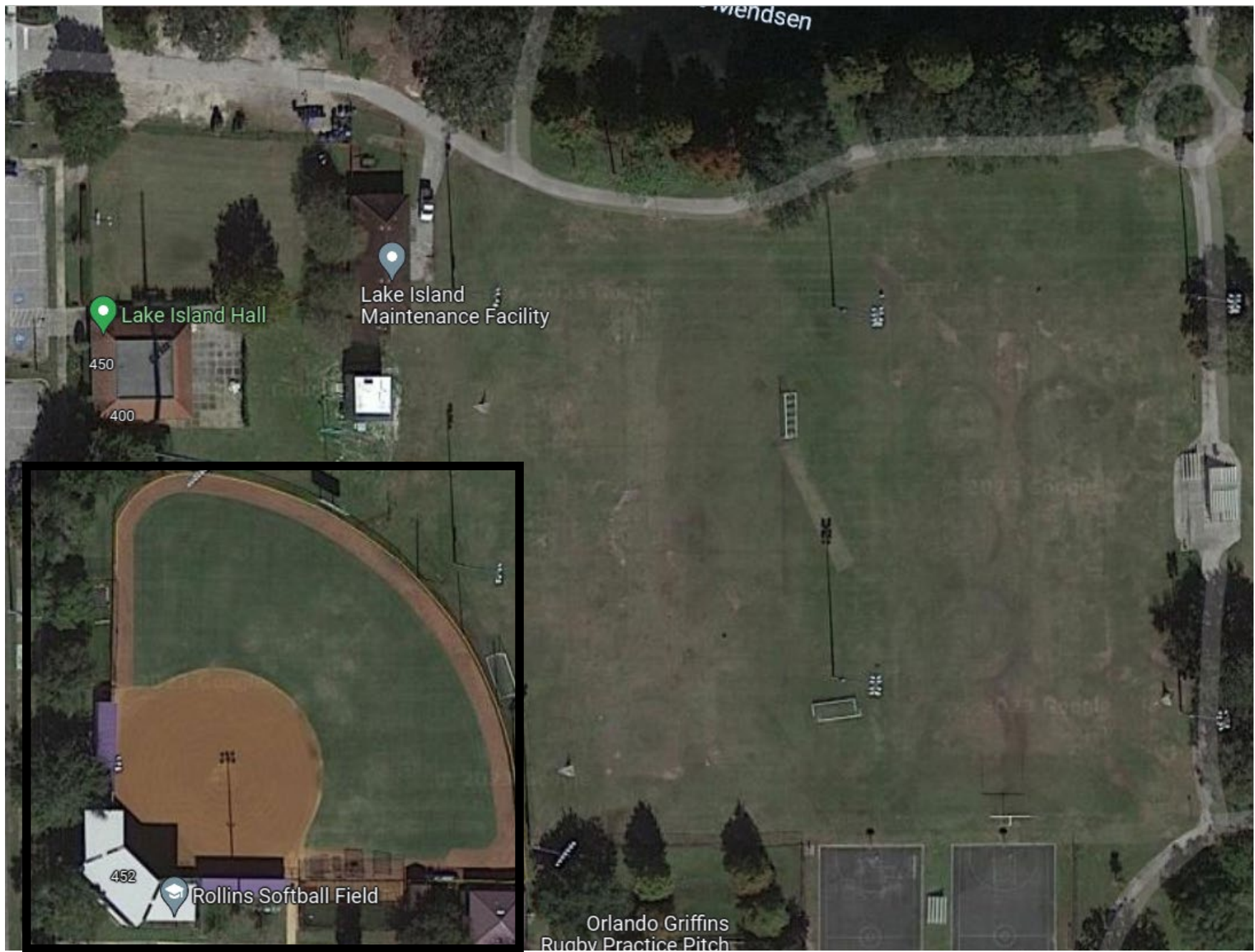
Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

Rollins Softball Stadium @ MLK Jr Park



CONSTRUCTION AGREEMENT FOR SOFTBALL FACILITY FIELDHOUSE

THIS CONSTRUCTION AGREEMENT FOR SOFTBALL FACILITY FIELDHOUSE (the "Agreement") made this ____ day of _____, 2023, by and between CITY OF WINTER PARK, FLORIDA ("City"), a municipal corporation organized and existing under the laws of the State of Florida and ROLLINS COLLEGE, ("Rollins"), a Florida not for profit corporation, organized and existing under the laws of the State of Florida.

RECITALS:

A. The City is the owner of property located at Lake Island Park more particularly depicted in Exhibit "A" attached hereto, which exhibit is by reference made a part hereof ("Property").

B. The City and Rollins previously paid for the construction of a softball field and related improvements (the "Field") on that portion of the Property indicated in the black, square box on the map attached hereto as Exhibit "B" for the mutual benefit of both parties and the Winter Park community.

C. Rollins desires to construct a new fieldhouse facility and related improvements (the "Fieldhouse") on a portion of the Property as indicated in Exhibit "B."

D. Rollins has agreed to pay for the construction of the new Fieldhouse in exchange for preferential use rights to be granted by the City to Rollins under a separate Use Agreement between the City and Rollins for the Field (the "Use Agreement").

E. Upon completion of the Fieldhouse, Rollins shall convey to the City its interest in the improvements constructed by Rollins and in return will be granted preferential use of the Fieldhouse for the Rollins College Women's Softball Team pursuant to the terms set forth in the Use Agreement.

F. The City and Rollins have agreed to enter into this Agreement to set forth their understanding with respect to the following items:

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) each to the other in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereby agree as follows:

1. Recitals.

The foregoing Recitals are true and correct and are incorporated herein.

2. City's Obligation.

The City shall:

- a. Provide and make available the Property for the construction of the Fieldhouse.
- b. Provide reasonable access to Rollins' selected contractor for the purpose of staging materials and equipment on the Property related to the construction of the Fieldhouse.

3. Rollins' Obligation.

Rollins shall:

- a. Prepare construction documents to be approved by both Rollins and the City, including, but not limited to, an appropriate landscape plan.
- b. In coordination with the City and or its contractor(s), obtain all necessary construction permits.
- c. Employ architectural and engineering professionals.
- d. Select the construction company to construct the Fieldhouse.
- e. Administer the performance of its selected contractor while constructing the Fieldhouse.
- f. Install landscaping per the approved landscape plan.

4. Future Rights to Construct Additional Improvements.

Rollins shall have the right, at its sole cost and expense, to construct additional improvements to the Property as more particularly outlined in Exhibit "C". These additional improvements may be done at the sole option of Rollins (subject, however, to the City approving the timing of such improvements so that the City can minimize disruption to other users of the facilities), and Rollins will have no obligation to complete such additional improvements. Any improvements other than those set forth on Exhibit "C" that Rollins may propose in the future are subject to the review and approval of the City.

5. Rollins Conveyance to City.

Upon completion of the Fieldhouse pursuant to construction documents reviewed and approved by the City, Rollins shall convey to the City by Special Warranty Bill of Sale, or otherwise, all of its right, title, and interest in and to the Fieldhouse improvements that it has constructed on the Property, free and clear of all liens and encumbrances.

6. No Liens.

Rollins guarantees to the City that Rollins shall pay for all work done by Rollins in connection with the construction of the Fieldhouse and that it shall indemnify, defend, and hold harmless the City as to any liens that may be placed on the Property as a result of work done and performed by or on behalf of Rollins pursuant to this Agreement. Rollins will not permit any construction or mechanic's lien or liens to be placed upon the Property, and will promptly pay or bond off pursuant to Fla. Stat. s. 713.24 any construction lien that is filed on the Property or on improvements located thereon arising out of Rollins' obligation set forth in paragraph 3 above. The City's interest in the Property is not subject to construction liens for improvements made, or contracted for, by Rollins. Rollins must give written notification to all contractors making any improvements on the Property of this provision.

7. Completion.

- a. Rollins agrees to diligently proceed to obtain necessary permitting and construct the Fieldhouse so that that the Fieldhouse will be completed and ready for use no later than eighteen (18) months after the Effective Date of this Agreement.

8. Effective Date.

This Agreement will become effective as of the date of its execution by the last of the parties as evidenced by the date following the execution portion of this Agreement.

9. Subsequently Enacted State or Federal Law.

If state or federal laws are enacted after the execution of this Agreement, which law(s) is/are applicable to and preclude the parties compliance with the terms of this Agreement, this Agreement will be modified or revoked as necessary to comply with such relevant state or federal laws.

10. Recording.

This Agreement may be recorded among the Public Records of Orange County, Florida.

11. Successors and Assigns.

This Agreement and the terms and conditions thereof are binding upon and inure to the benefit of the City and Rollins and their respective successors in interest. The terms and conditions of this Agreement similarly will be binding upon the Property and run with the title to the same.

12. Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same agreement.

13. Modification Must Be In Writing.

No modification or termination of this Agreement will be valid unless executed in writing and signed by the applicable duly authorized representative of City and Owner.

14. No Waiver.

No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver will be applicable only to the specific instance to which it relates and will not be deemed to be a continuing or future waiver.

15. Captions and Section Heading.

Captions and Section Headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement nor the intent of any provision thereof.

16. Attorneys' Fees.

In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each of the parties shall be responsible for their own attorneys' fees and costs.

17. Waiver of Strict Construction Against Drafting Party.

If any provision of this Agreement becomes subject to judicial interpretation, it is agreed that the court interpreting or considering such provision will not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other legal agent prepared the same, as all parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel and the negotiation of changes in language in any provision deemed unsuitable or inadequate as initially written, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

18. Interpretation.

In case any one or more of the provisions of this Agreement are determined by a court of competent jurisdiction or mutual agreement of the parties to be invalid, illegal, or unenforceable in any respect, the validity of the remaining provisions shall be in no way affected, prejudiced, or disturbed thereby. The use of any gender shall include all other genders the singular shall include the plural and vice versa. Use of the words "herein," "hereof," "hereunder," and any other words of similar import refer to this Agreement as a whole and not to any particular article, section, or sub-section of this Agreement unless specifically noted otherwise in this Agreement.

19. Governing Law.

This Agreement will be governed by, construed, and enforced in accordance with the internal laws of the State of Florida. Venue for and jurisdiction over any cases or controversies arising from this Agreement will be Orange County, Florida, unless such is brought in federal court, in which case, venue for and jurisdiction over such case(s) will be the Florida Middle District, Orlando Division.

20. Third Parties.

This Agreement does not confer any rights upon or inure to the benefit of any third parties, the parties hereto intending by the provisions hereof to confer no such rights, benefits, or status.

21. Calculation of Time Periods.

Whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time will be calculated consecutively without regard to whether any of the days falling in such period of time are a Saturday, Sunday, or other non-business day; provided, however, if the last day of any such time period falls on a Saturday, Sunday, or other non-business day, the last day will be extended to the next succeeding business day immediately thereafter occurring.

22. Notice.

Any written notice, demand, or request that is required to be made under this Agreement must be served in person, or by registered or certified mail, return receipt requested, or by express mail or similar reputable overnight courier service, addressed to the party to be served at the address set forth in the first paragraph hereof. The addresses stated herein may be changed as to the applicable party by providing the other party with notice of such address change in the manner provided in this paragraph. If that written notice, demand, or request is made as provided in this paragraph, then if such notice is returned to the sender by the United States Postal Service or other similar reputable overnight courier service because of insufficient address or because the party has moved or otherwise, other than for insufficient postage, such writing will be deemed to have been received by the party to whom it was addressed on the date

that such writing was initially placed in the United States Postal Service or reputable overnight courier service by the sender.

Copies of notices shall be sent to:

As to City: City of Winter Park
 Attention: City Manager
 401 Park Avenue South
 Winter Park, FL 32789

As to Rollins: Rollins College
 Attention: Ed Kania, Vice President/Treasurer
 1000 Holt Avenue -2717
 Winter Park, Florida 32789

23. Waiver of Trial By Jury.

The City and Rollins intentionally waive the right either may have to a trial by jury with respect to any litigation based hereon or arising out of, under, or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party.

24. Force Majeure.

The parties shall use reasonable diligence to ultimately fulfill the intent of this Agreement but will not be liable to each other or their successors or assigns for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but will not be limited to, Acts of God, or of the public enemy, acts of other governments (including but not limited to obligations hereunder), fires, floods, epidemics, pandemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities. If any provision of this agreement cannot be performed due to any cause beyond the control and without the fault of the parties, then a suitable and equitable provision shall be substituted for the provision which cannot be performed in order to carry out so far as possible the intent and purpose of this Agreement and such non-performed provision.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF WINTER PARK, FLORIDA

Print Name: _____

By: _____

Mayor

Print Name: _____

ATTEST:

City Clerk

Seal

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2023 by _____, Mayor of the City of Winter Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida corporation, on behalf of the corporation. He/she is [] personally known to me or has [] produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida

My Commission Expires:

**ROLLINS COLLEGE, a Florida
not for profit corporation**

Print Name: _____

Print Name: _____

By: _____

**ED KANIA,
Vice President/Treasurer**

Date: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2023 by Ed Kania, Vice President/Treasurer of the ROLLINS COLLEGE, a Florida not for profit corporation, on behalf of the corporation. He/she is [] personally known to me or has [] produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida

My Commission Expires:

EXHIBIT "A"

Rollins Softball Stadium @ MLK Jr Park

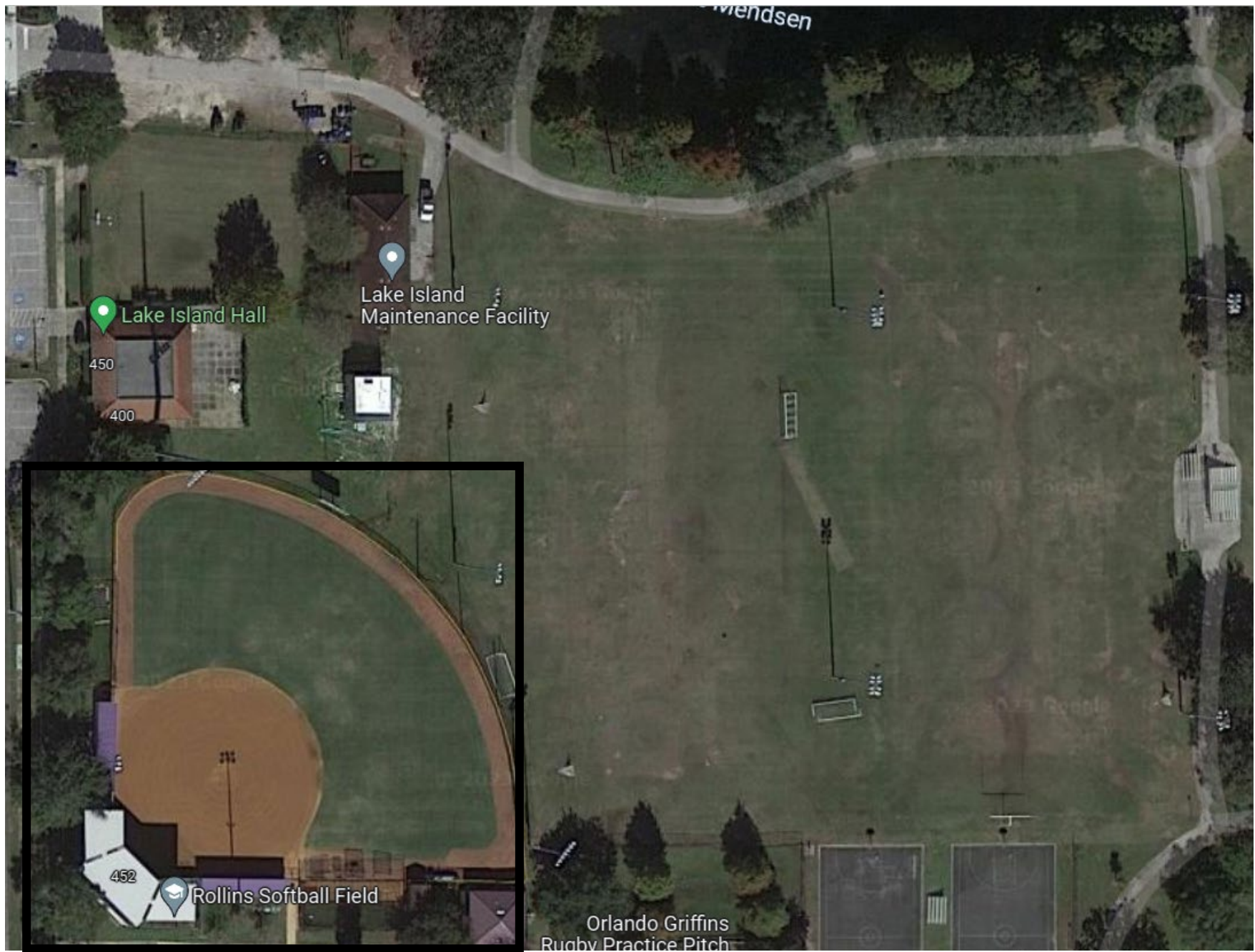




EXHIBIT “C”



SFTBALL FIELDHOUSE

425 HARPER STREET

WINTER PARK, FLORIDA 32789

NOVEMBER 1, 2021

OWNER

ROLLINS COLLEGE
1000 Holt Avenue
Winter Park, Florida 32789
Phone 407.646.2112 Fax 407.646.2434
Jeremy Williamson
jwilliamson@rollins.edu

ARCHITECT

MR2 ARCHITECTURE
4447 Virginia Drive
Orlando, Florida 32814
Phone 407.312.3882
Martin Côté
martin@mr2architecture.com

STRUCTURAL ENGINEER

AB CONSULTING ENGINEERS
301 Thalia Drive
Orlando, Florida 32807
407.275.3050 Fax 407.275.5779
Contact: Ashraf F. El-Bahy
ab@abengs.com

MECHANICAL, ELECTRICAL & PLUMBING ENGINEER

PENINSULA ENGINEERING INC.
2016 Alden Road
Orlando, FL 32803
Phone 407.246.1688 Fax 407.246.1664
Contact: Albert Marques
amarques@peifla.com

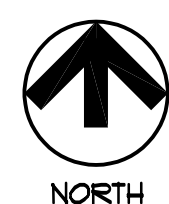
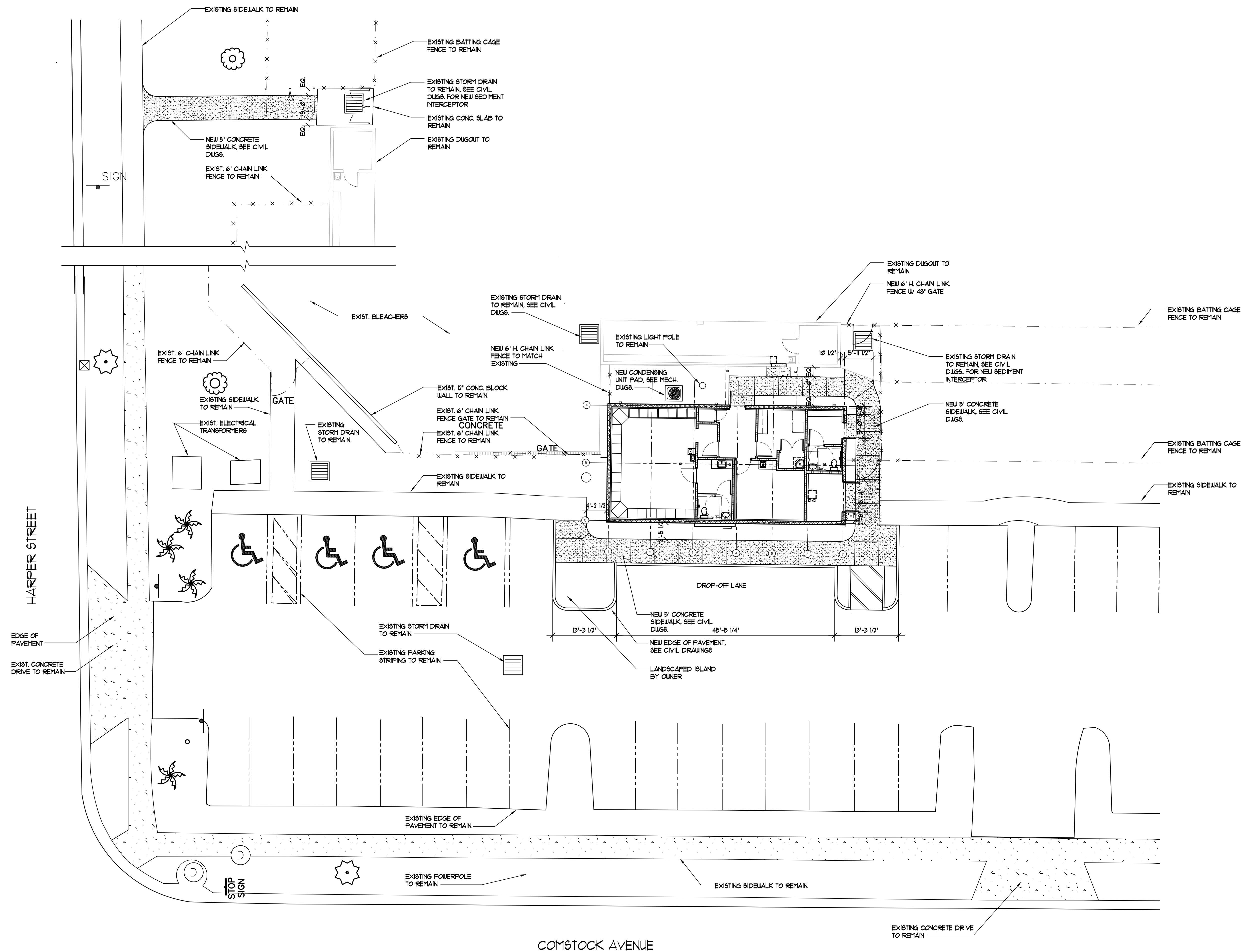
CIVIL ENGINEER

MEI PARTNERS, LLC
964 Lake Bladwin Lane, Suite 200
Orlando, FL 32814
Phone: 407.893.6894
Contact: Kevin Hebert
kevinh@mei-partners.com



65% REVIEW SET





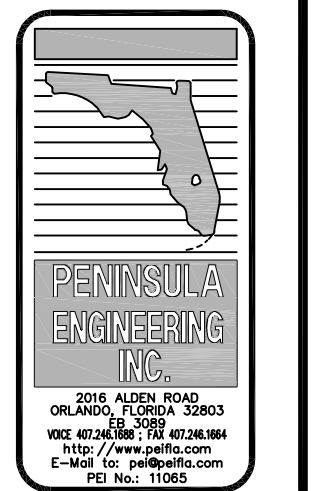
1 ARCHITECTURAL SITE PLAN

SCALE: 1" = 10'-0"

Rev	Date	Description	By

AB
CONSULTING
ENGINEERS

301 Theda Dr.
Orlando, FL 32807
Tel: 407-275-3050
Fax: 407-275-5779
Website: www.ab-engine.com
E-mail: ab@ab-engine.com



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martin cobb, RA, NCARB
martin@mr2architecture.com



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mr2 + architecture
4447 Virginia Dr, Orlando, FL 32814
www.mr2architecture.com
407.312.3882

AA26004034

ROLLINS COLLEGE
SOFTBALL FIELDHOUSE
425 Harper Street
Winter Park, FL 32789
ARCHITECTURAL SITE PLAN

DRAWN	CHECKED
MC	RB
PROJECT NUMBER	2020-6
DRAWING NUMBER	A-002
DATE	11-01-21

PROJECT DESCRIPTION

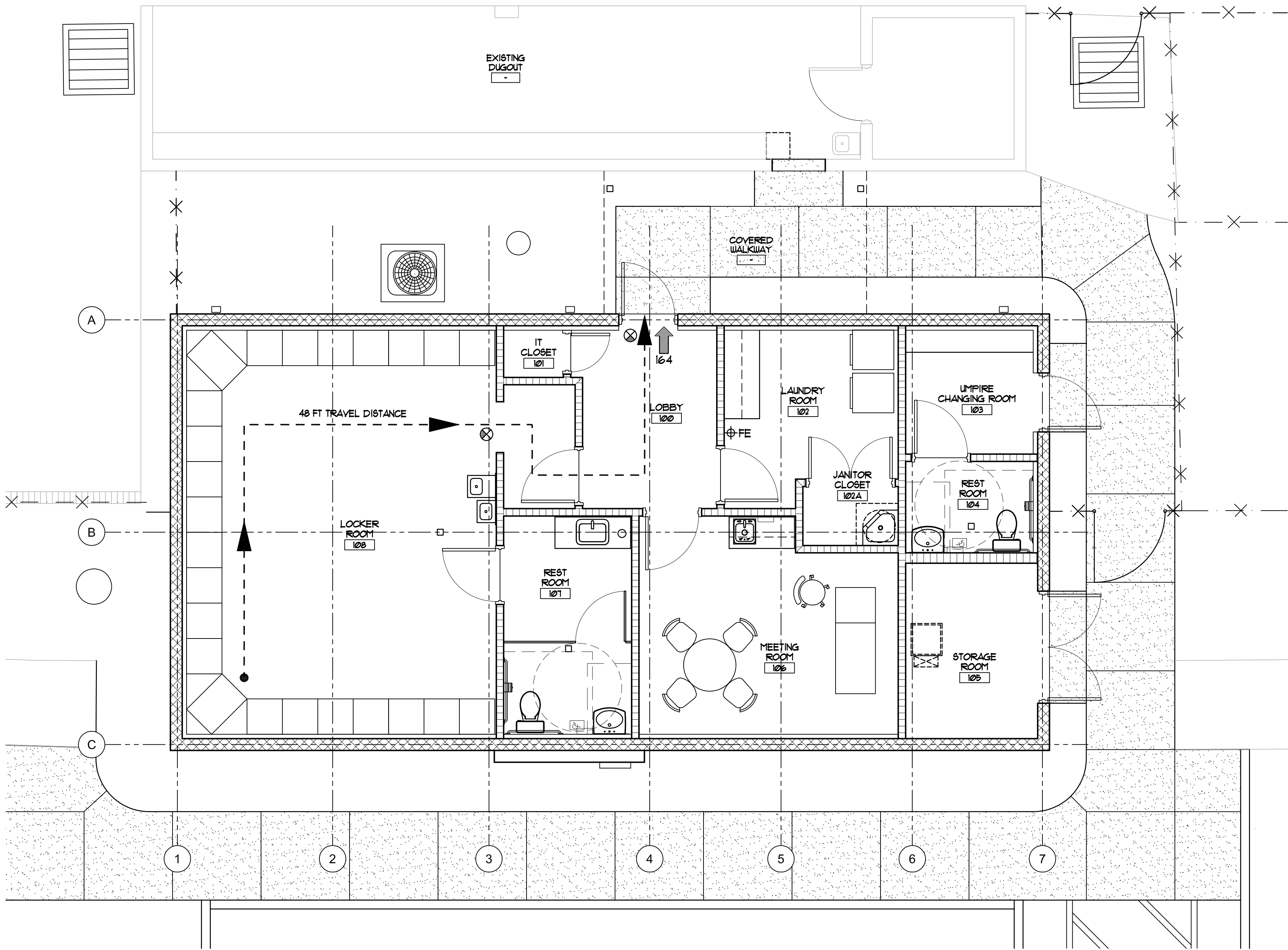
PROJECT IS A SINGLE-STORY LOCKER ROOM FACILITY OF 1050 SF FOR ROLLINS COLLEGE SOFTBALL TEAM. THE NEW STRUCTURE IS MASONRY BEARING WALLS WITH A STEEL ROOF STRUCTURE. TYPICAL INTERIOR FINISHES: FLOORS - RUBBER TILE FLOORING AND PORCELAIN TILE WALLS - PAINTED GYPSUM BOARD, CEILING - TAG WOOD, ACOUSTICAL TILE AND PAINTED GYPSUM BOARD.

CODE ANALYSIS

CODES IN EFFECT

FLORIDA BUILDING CODES 2020, 1th EDITION
FLORIDA FIRE PREVENTION CODE, 1th EDITION
NFPA 1 (Life Safety Code) 2020 with FLORIDA AMENDMENTS
NATIONAL ELECTRIC CODE 2011
NFPA 10, 2020
NFPA 12, 2020
NFPA 13, 2020
Applicable State, Federal and Local Codes and Regulations

SUBJECT	REFERENCE - APPLICATION	PROVIDED
OCCUPANCY	SECTION 304.1 - BUSINESS	GROUP B
CONSTRUCTION TYPE	TABLE 601 - TYPE V B	TYPE V B
ALLOWABLE BUILDING AREA MAX (per floor)	TABLE 506.2 - BUSINESS - 9,000 SF PER FLOOR	1,050 SF
AUTOMATIC SPRINKLER	NOT REQUIRED -	UNSPRINKLERED
HEIGHT MAX	TABLE 504.3a - 40 FT	10 FT
EXITS REQUIRED	TABLE 1006.2.1 - 1 - 49 = 1	1
EXIT TRAVEL DISTANCE MAX	TABLE 1012 - BUSINESS - 200 FT (UNSPRINK)	48 FT
EXIT DEAD END LIMIT	CHAPTER 1010.4, EXCP 2 - 50 FT NFPA 101.20.2.5.6 - 20 FT	0'-0"
FIRE RESISTANCE RATINGS	TABLE 601 - 0 HR TABLE 601 - 0 HR TABLE 601 - 0 HR TABLE 601 - 0 HR TABLE 601 - 0 HR TABLE 601 - 0 HR TABLE 601 - 0 HR CHAPTER 1020.1 - 0 HR (LESS THAN 30 OCCUPANTS)	0 HR 0 HR 0 HR 0 HR 0 HR 0 HR 0 HR 0-HR
EGRESS (occupant load)	CHAPTER 1004.5 LOCKER ROOMS: 50 / 50 GROSS = 399 / 35 = 12 PERSONS BUSINESS: 50 / 150 GROSS = 651 / 150 = 5 PERSONS BUSINESS CALCULATION OF WIDTH: 11 x 0.2 = 3.4' REQUIRED	TOTAL OCCUPANTS: 11 PEOPLE BUSINESS 1 EXIT 1 SINGLE DR, 1 X 32.8' x 32.8'
PLUMBING FIXTURE REQUIREMENTS	TABLE 403.1 - FLORIDA PLUMBING CODE	
WATER CLOSETS	BUSINESS 1 / 25 for first 50 1 / 50 remainder	11 / 25 = 1 2 WATER CLOSETS
LAVATORIES	BUSINESS 1 / 40 for first 80 1 / 80 remainder	11 / 40 = 1 3 LAVATORIES
DRINKING FOUNTAINS	BUSINESS 1 / 100	1 HIGH-LOW
SERVICE SINK	BUSINESS 1	1



LIFE SAFETY PLAN

SCALE: 1/4"=1'-0"
ASSUMED ELEVATION 100'-0" EQUALS 88.35' - SEE CIVIL

GENERAL NOTES

- ALL WALLS EXTENDING TO UNDERSIDE OF DECK SHALL HAVE PROVISIONS FOR 1" MOVEMENTS SO AS NOT TO STRUCTURALLY AFFECT WALLS OR DECK.
- ALL WOOD BLOCKING SHALL BE FIRE RETARDANT. PROVIDE BLOCKING AS NECESSARY FOR CODE REQUIREMENT AND PROPER ANCHORAGE FOR MILLWORK, TOILET ACCESSORIES, GLAZING, OFFICE EQUIPMENT, HARDWARE, ETC.
- PROVIDE CODE COMPLIANT PENETRATIONS OF ANY FIRE RESISTIVE OR SMOKE STOPPAGE CONSTRUCTION IN ADDITION TO SEALING WALL AND FLOOR PENETRATIONS.

PRODUCT APPROVAL SCHEDULE						
PRODUCT	OPERATION	MFR	MODEL	GLASS	FLORIDA *	NOTES
ALUM STOREFRONT FRAMES	FIXED	YKK	YES45FI	1" LOW E / GRAY TINTED	FL * 10192	SEE FINISH NOTES
ALUM STOREFRONT DOORS	SLING	YKK	50D	GRAY TINTED	FL * 5051	SEE FINISH NOTES

SYMBOL LEGEND

- FE FIRE EXTINGUISHER BRACKET MOUNTED ON WALL (4-A-60:B.C, 10 LB TYPE). TOP OF EXTINGUISHER 50' AFF. EXTINGUISHERS IN KITCHENS ARE CLASS K.
- FEC FIRE EXTINGUISHER IN RECESSED CABINET. (4-A-60:B.C, 10 LB TYPE) CENTER OF CABINET AT 42' AFF.
- 164 EXIT DISCHARGE POINT AND NUMBER OF OCCUPANTS SERVED
- 60 FT TRAVEL EXIT PATHS AND TRAVEL DISTANCES
- EQUIPMENT ROOM NAME & NUMBER TAG.
- WALL TYPES - SEE SHEET A-501
- EXIT LIGHTS

By	Date	Rev	Description

AB
CONSULTING
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Tel: 407-275-3050
Fax: 407-275-5779
Website: www.ab-engine.com
E-mail: ab@ab-engine.com

PENINSULA
ENGINEERING
INC.

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ORLANDO, FL 32803
102 E. 15th St. Suite 100
Tel: 407-312-3882
http://www.peninsula.com
E-mail: info@peninsula.com
PE No: 11065

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robert@mr2architecture.com
martin cobb, RA, NCARB
martin@mr2architecture.com

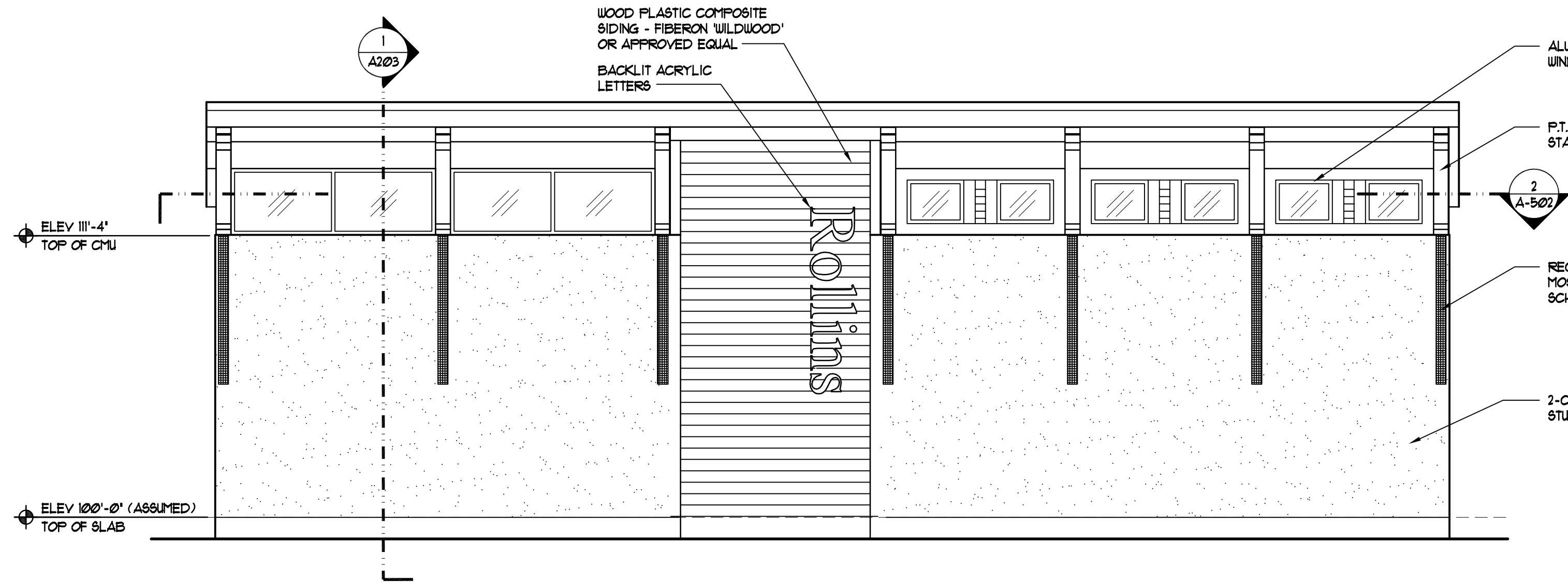
ARCHITECTURE
2

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4447 Virginia Dr, Orlando, FL 32814
www.mr2architecture.com
407.312.3882
AA26004034

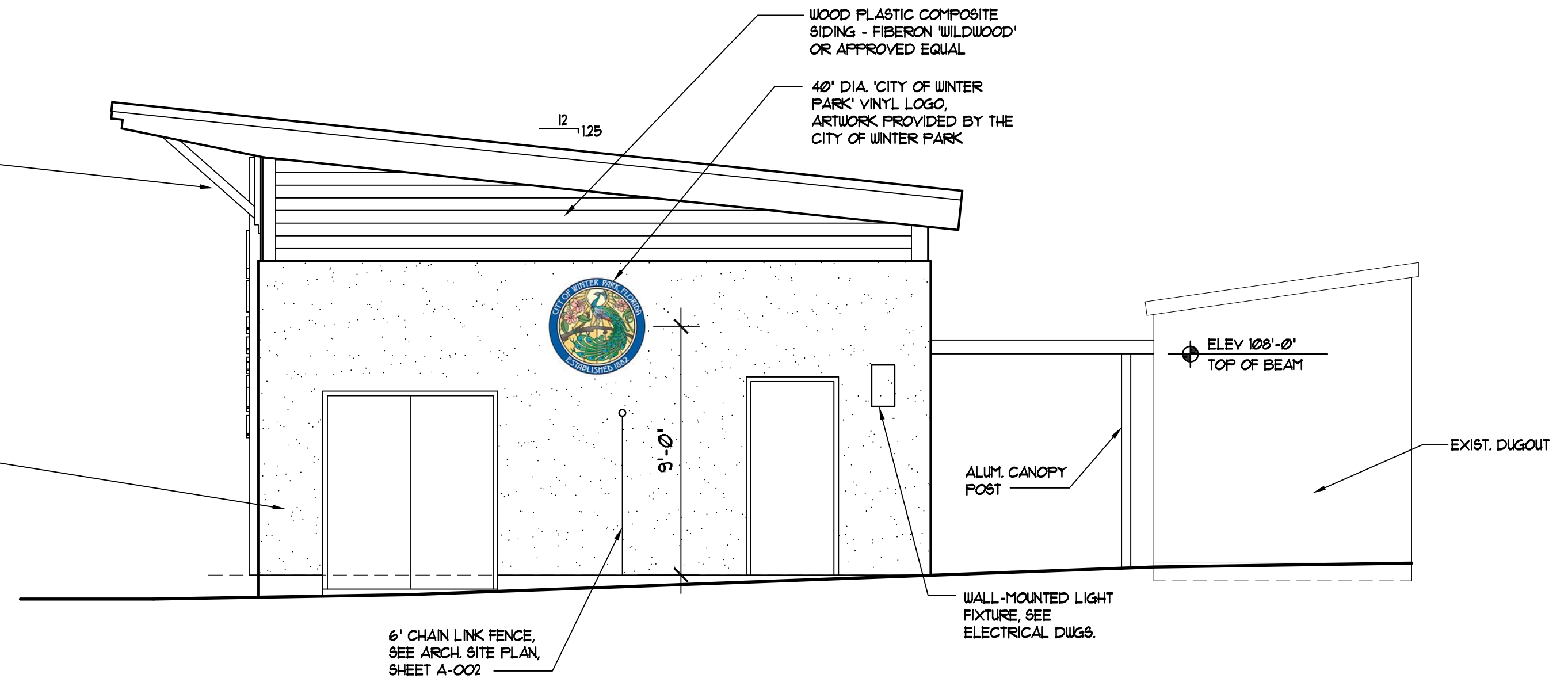
ROLLINS COLLEGE
SOFTBALL FIELDHOUSE
425 Harper Street
Winter Park, FL 32789

LIFE SAFETY PLAN

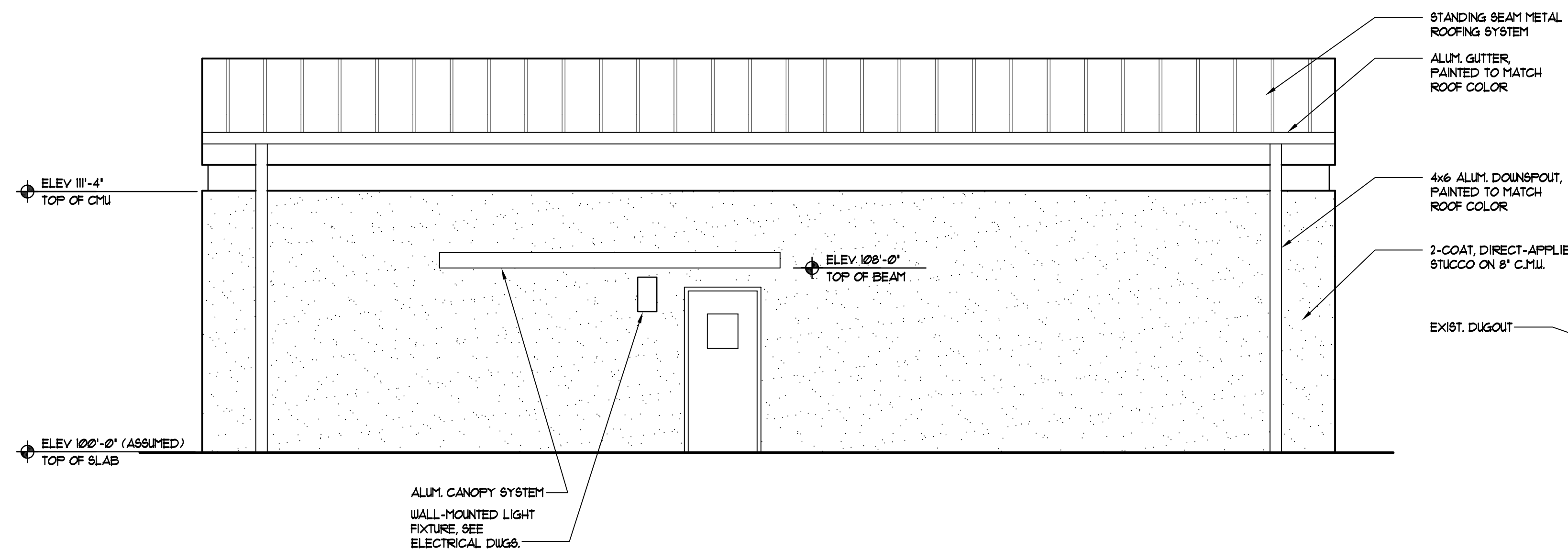
DRAWN	CHECKED
M.C.	R.B.
PROJECT NUMBER 2020-6	
DRAWING NUMBER A-003	
DATE 11-01-21	



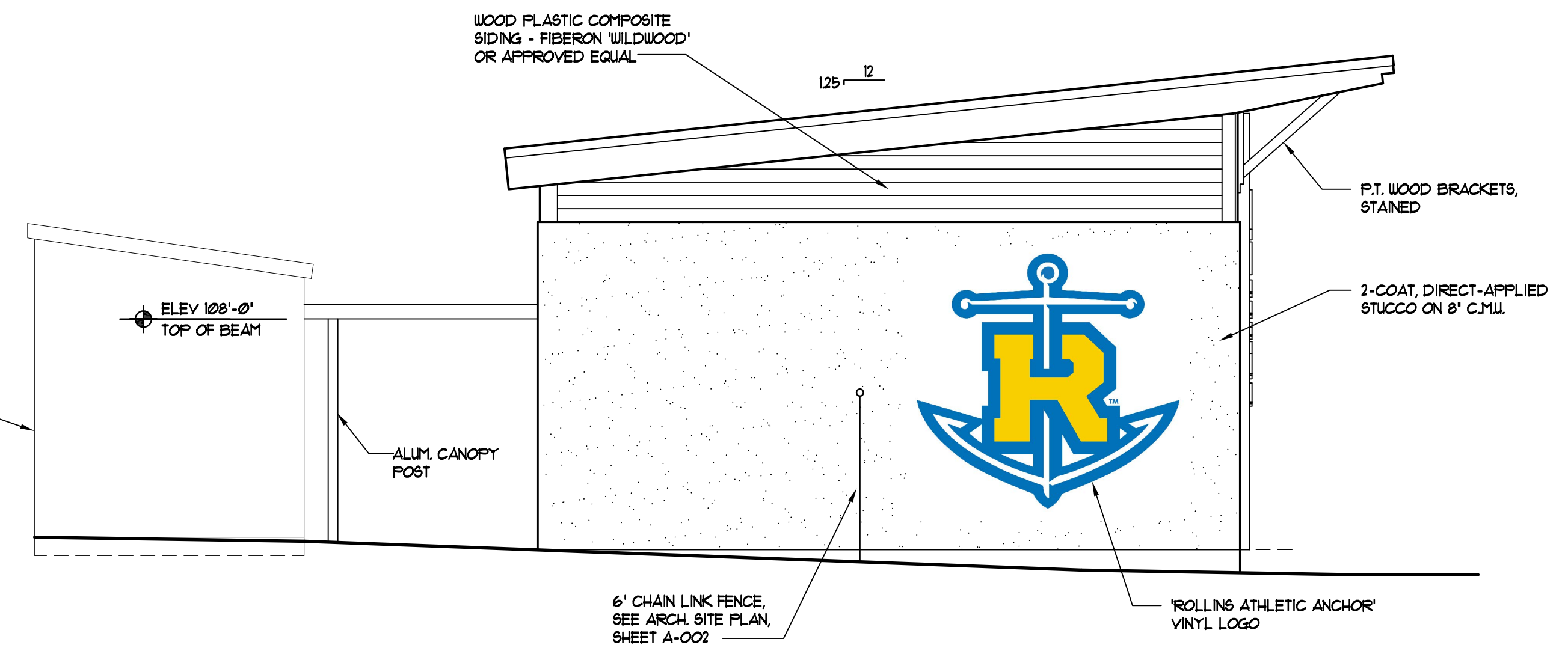
1 SOUTH ELEVATION
SCALE: 3/16" = 1'-0"



2 EAST ELEVATION
SCALE: 3/16" = 1'-0"



3 NORTH ELEVATION
SCALE: 3/16" = 1'-0"



4 WEST ELEVATION
SCALE: 3/16" = 1'-0"

By	
Description	
Date	
Rev	

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Fax: 407-275-5779
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martin cobb, RA, NCARB
martin@mr2architecture.com

ARCHITECTURE
mr2

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AA26004034

ROLLINS COLLEGE
SOFTBALL FIELDHOUSE
425 Harper Street
Winter Park, FL 32789
EXTERIOR ELEVATIONS

DRAWN	CHECKED
MC	NBB
PROJECT NUMBER	2020-6
DRAWING NUMBER	A-201
DATE	11-01-21

GENERAL NOTES

1. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN ON PLANS.
2. CONTRACTOR SHALL NOT SCALE PLAN, BUT SHALL REFER TO BOUNDARY AND TOPOGRAPHIC SURVEY FOR ALL HORIZONTAL LINE DIMENSIONS.
3. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES AT LEAST 3 WORKING DAYS PRIOR TO CONSTRUCTION AND SUPPLY THEM WITH THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED CONSTRUCTION SCHEDULE, ALL REQUIRED SHOP DRAWINGS AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL COORDINATE AND SCHEDULE HIS ACTIVITIES, AS NECESSARY, TO INTERFACE SMOOTHLY WITH WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES.
5. THE CONTRACTOR SHALL CHECK PLANS FOR CONFLICTS AND DISCREPANCIES PRIOR TO CONSTRUCTION AND SHALL NOTIFY THE ENGINEER OF ANY CONFLICT BEFORE PERFORMING ANY WORK IN THE AFFECTED AREA.
6. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO EXISTING FACILITIES, ABOVE OR BELOW GROUND THAT MAY OCCUR AS A RESULT OF THE WORK PERFORMED BY THE CONTRACTOR CALLED FOR IN THIS CONTRACT.
7. ALL SPECIFICATIONS AND DOCUMENTS REFERRED TO SHALL BE OF LATEST REVISION.
8. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK.
9. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN HAND BEFORE BEGINNING ANY CONSTRUCTION. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND REGULATORY AUTHORITIES. ANY PENALTIES, STOP WORK ORDERS OR ADDITIONAL WORK RESULTING FROM THE CONTRACTOR BEING IN VIOLATION OF THE REQUIREMENTS ABOVE SHALL BE FULLY BORNE BY THE CONTRACTOR.
10. THE CONTRACTOR SHALL NOTIFY SUNSHINE LOCATORS FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING CONSTRUCTION AT 1:00-4:32-4770, MONDAY THROUGH FRIDAY 7:00 AM TO 4:30 PM. CHAPTER 553 - 551 OF THE FLORIDA STATUTES REQUIRES THAT AN EXCAVATOR NOTIFY ALL GAS UTILITIES A MINIMUM OF TWO (2) WORKING DAYS PRIOR TO EXCAVATING. THE DRAWINGS SHOW ONLY THE APPROXIMATE LOCATION OF GAS MAINS (IF ANY) AND DO NOT SHOW SERVICE LINES.
11. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE OVERSIDE SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXPECTED ORGANIC SILT PEAT AREAS, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFF-SITE AND MATERIALS TO BE DISPOSED OF OFF-SITE, ALL OF WHICH WILL AFFECT HIS PRICING. ANY DELAY, INCONVENIENCE, OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL, AND THE CONTRACTOR MAY HAVE TO IMPORT MATERIALS, AT NO EXTRA COST, FROM OFF-SITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.
12. THE CONTRACTOR SHALL NOTIFY THE OWNER WHEN ALL WORK IS LAID OUT (SURVEY STAKED), SO THAT A DETERMINATION MAY BE MADE OF SPECIFIC TREES TO BE REMOVED.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING ANY CONSTRUCTION ACTIVITIES FROM TAKING PLACE OUTSIDE OF THE LIMITS OF CONSTRUCTION SHOWN ON THE PLANS. ANY ON-SITE OR OFF-SITE AREAS DISTURBED SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER. ALL ON-SITE AREAS DISTURBED BY THE CONSTRUCTION SHALL BE STABILIZED WITH SOG (BAHA), UNLESS OTHERWISE NOTED. ALL OFF-SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLACED IN KIND. AT A MINIMUM, ALL PVIOUS OFF-SITE AREAS DISTURBED BY CONSTRUCTION SHALL BE SODDED WITH BAHIA.
14. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE ONE SET OF AS-BUILT DRAWINGS TO THE ENGINEER OF RECORD AND ONE SET TO THE OWNER ONE WEEK AFTER COMPLETING CONSTRUCTION.
15. ALL CONTRACTORS, MUNICIPALITY REPRESENTATIVES, AND UTILITY COMPANIES ARE RESPONSIBLE FOR THEIR RESPECTIVE SURVEYING AND LAYOUT FROM BENCHMARK PROVIDED ON CONSTRUCTION PLANS. ANY SURVEY MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED UPON COMPLETION OF THE WORK BY A REGISTERED LAND SURVEYOR. THE COST FOR REPLACEMENT OF THE MONUMENTATION SHALL BE BORNE BY THE COMPANY RESPONSIBLE FOR DISTURBING SAID MONUMENTATION.
16. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE PERFORMED IN A WORKMAN LIKE MANNER AND IN STRICT ACCORDANCE WITH THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS ADOPTED BY THE MUNICIPALITY, THE PLANS, AND CONSTRUCTION SPECIFICATIONS. WHERE CONFLICTS OR OMISSIONS EXIST, THE MUNICIPALITY'S STANDARDS SHALL DICTATE. SUBSTITUTIONS AND DEVIATION FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE OWNER.
17. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING MATERIALS, ANY MATERIAL, STRUCTURES, ETC. ORDERED PRIOR TO RECEIVING APPROVAL BY THE ENGINEER OF RECORD IS SUBJECT TO BE REJECTED AND REPLACED AT THE CONTRACTOR'S EXPENSE. CONTRACTOR SHALL CONTACT THE ENGINEER FOR A LIST OF MINIMUM SHOP DRAWING MATERIALS TO BE SUBMITTED FOR REVIEW.
18. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ANY DEWATERING PERMIT NECESSARY TO COMPLETE THE WORK SHOWN WITHIN THESE PLANS. ALL DEWATERING COSTS ASSOCIATED WITH THE INSTALLATION AND CONSTRUCTION OF THE UNDERGROUND UTILITIES; STORMWATER PIPES AND MANHOLES; SANITARY SEWER MAINS, FORCE MAINS, MANHOLES, LIFT STATIONS AND STORMWATER MANAGEMENT SYSTEMS SHALL BE INCLUDED AS PART OF THE CONSTRUCTION BID COSTS.
19. PLANS AND SPECIFICATIONS REQUIRE THAT FILL REQUIRED FOR THE COMPLETION OF THE PROJECT SHALL BE COMPACTED. THE BACKFILL PLACED ALONG SIDE OF AND OVER ALL UTILITIES SHALL ALSO BE COMPACTED TO 98% OF MAXIMUM OBTAINABLE DRY DENSITY PER AASHTO T-100 UNLESS OTHERWISE SPECIFIED HEREIN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED TESTS PERFORMED BY AN INDEPENDENT TESTING LABORATORY. THE CONTRACTOR SHALL PAY FOR ALL COMPACTION TESTS AND RE-TESTS. THE ENGINEER AND OWNER SHALL BE COPIED ON ALL COMPACTION TESTS TO VERIFY BACKFILL COMPACTION.

20. HANDICAP RAMPS SHALL BE PROVIDED AT ALL INTERSECTIONS AND BE IN ACCORDANCE WITH STATE REGULATIONS FOR HANDICAP ACCESSIBILITY.
 21. ALL PROPOSED IMPROVEMENTS WITHIN THE ROAD RIGHT-OF-WAY WILL BE DEDICATED TO THE AGENCY HAVING JURISDICTION FOR PUBLIC USE.
 22. CONSTRUCTION OBSERVATION WILL BE PROVIDED BY THE ENGINEER OF RECORD. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
 23. ALL SIDEWALKS SHALL BE HANDICAPPED ACCESSIBLE UNLESS OTHERWISE SHOWN.
- SIDEWALK REQUIREMENTS-**
- THE SIDEWALK CROSS SLOPE SHALL NOT EXCEED 2%.
 - IF THE LONGITUDINAL SLOPE OF THE SIDEWALK EXCEEDS 1:20 (5%), IT IS CONSIDERED A RAMP AND A LEVEL LANDING MUST BE PROVIDED FOR EVERY 30-IN CHANGE IN ELEVATION AND IN SUCH CASES HANDRAILS MAY BE REQUIRED.
- SIDEWALK CURB RAMP REQUIREMENTS-**
- A LANDING MUST BE PROVIDED AT THE TOP OF RAMP WITH SLOPE THAT DOES NOT EXCEED 2% IN ANY DIRECTION.
 - THE CROSS SLOPE MUST NOT EXCEED 2%.
 - THE LONGITUDINAL SLOPE MUST NOT EXCEED 1:12.
 - THE RAMP SHALL HAVE A DETECTABLE WARNING SURFACE THAT SPANS THE FULL WIDTH OF THE DROPPED CURB.
24. PARKING BAYS MEASUREMENT (I.E. "10 SPACES @ 9'-0" FT) IS FROM FACE-OF-CURB TO FACE-OF-CURB.

UTILITY COORDINATION NOTE

1. EXIST. UTILITY INFORMATION SHOWN ACCORDING TO TOPOGRAPHIC AND UTILITY LOCATION SURVEY BY MICHAEL RUDD AND ASSOCIATES, LLC (JOB No. R99-195), DATED 8/26/2021).
2. CONTRACTOR SHALL VERIFY EXIST. UTILITY SIZES AND LOCATIONS PRIOR TO BIDDING AND CONSTRUCTION.
3. CONTRACTOR SHALL USE EXTREME CAUTION WHILE PERFORMING CONSTRUCTION AROUND OVERHEAD POWER LINES AND EXIST. UNDERGROUND UTILITIES. CONTRACTOR SHALL MAINTAIN MIN. COVER REQUIREMENTS OVER EXIST. UNDERGROUND UTILITIES.

NOTE

CONTRACTOR SHALL RESTORE ANY ADJOINING PROPERTY THAT MAY BE DAMAGED DUE TO HIS ACTIVITY TO ORIGINAL CONDITIONS. A PRECONSTRUCTION VIDEO TAPING OF PRE / POST CONSTRUCTION CONDITIONS IS ADVISED.

SITE DATA

NAME OF DEVELOPMENT-
ROLLINS SOFTBALL LOCKER ROOM BUILDING

PARCEL ID. NO.-
01-22-29-4512-03-010

CURRENT ZONING-
PR

SITE DESCRIPTION-

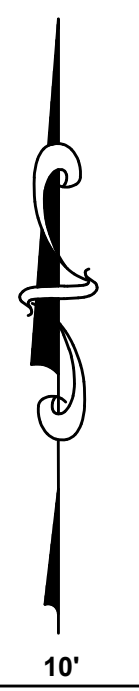
- VEGETATION: THE SITE IS CURRENTLY VACANT. THREE SMALL TREES EXIST ON SITE.
- JURISDICTIONAL LANDS: N/A WITHIN PROJECT AREA.
- DRAINAGE: STORMWATER CONNECTION PROVIDED WITH EXIST. INLETS ON-SITE IN THE REDEVELOPED AREA.
- FEMA FLOOD ZONE(S): THE WHOLE SITE LIES WITHIN ZONE "X" PER THE FEDERAL EMERGENCY MANAGEMENT AGENCY FIRM NO. 1209500255F DATED REVISED SEPTEMBER 25, 2009.

PROPOSED DEVELOPMENT-

- TOTAL PROJECT AREA = TBD-AC
- TYPE OF CONSTRUCTION - BUILD AN APPROXIMATELY 1,225-SF WOMEN'S LOCKER ROOM BUILDING TO THE BACK OF EXIST. DUGOUT.
- ADD IN SIX (6) PARALLEL PARKING SPACES ALONG HARPER ST.
- NUMBER OF PARKING SPACES ADDED = 6 SPACES
- NUMBER OF PARKING SPACES REMOVED = 7 SPACES
- TOTAL PARKING SPACES REMOVED = 1 SPACES

SITE LEGEND

- PROPERTY BOUNDARY
- [Pattern] LIMITS OF NEW ASPHALT PAVEMENT
- [Pattern] LIMITS OF NEW CONCRETE PAVEMENT



JOB NO. 134001	
SCALE: AS NOTED	
START: 11/1/2021	
DESIGN: JRR	
DRAWN: QY	
CHECKED: KSH	
APPROVED: KSH	
REV BY	DESCRIPTION OF REVISION
1	
2	
3	
4	
5	
6	
DATE	

ROLLINS SOFTBALL
LOCKER ROOM BUILDING
W. MORSE BLVD.

FLORIDA
WINTER PARK

SITE GEOMETRY PLAN

MEI PARTNERS
1035 S. Seminole Blvd., Suite 10364
Winter Park, FL 32789
P: 321.203.2852 | F: 321.203.2048
www.mei-partners.com

SHEET
C200

PRELIMINARY

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY -
KEVIN S. HEBERT, PE ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



item type Action Items	meeting date April 19, 2023
prepared by Jason Seeley	approved by
board approval	
strategic objective	

subject

MLK Community Playground - Renovation and Expansion

motion / recommendation

Recommendation for approval of conceptual design as presented at CRA/PRAB joint work session,

background

Over the past year, City staff from both Parks and Recreation and Community Redevelopment, along with Dix Hite have held several community input meetings related to the Community Playground at MLK park. The conceptual design brought forward the joint CRA/PRAB meeting last month preserves key structures and identity of current playground in keeping with the desire of some residents that strongly opposed changes, while also accommodating the desires of other residents that want to see updates and additions such as better visibility and water features (spray play). The design also takes into consideration accessibility, inclusiveness, and modern safety standards.

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Insights for Community Playground Press Release.pdf](#)

ATTACHMENTS:

[Schematic Playground Rev 1 \(1\).pdf](#)



401 South Park Avenue • Winter Park, Florida 32789

Communications

Media Inquiries: Clarissa Howard
407-599-3428 • 407-948-2044 cell

PRESS RELEASE

Public meeting scheduled to review concepts for Community Playground at Martin Luther King, Jr. Park

WINTER PARK, FL, an internationally recognized, award winning city with multiple accredited agencies (January 31, 2023) The [City of Winter Park](#) and its [Community Redevelopment Agency](#) (CRA) will host a community meeting on **Tuesday, February 7, at 6 p.m.**, in the Winter Park Community Center located at 721 West New England Avenue. The purpose of this meeting is to review concepts developed from the public and stakeholder input received regarding enhancements to the Community Playground and surrounding area in [Martin Luther King, Jr. Park](#).



During the summer 2022, the city held public meetings to receive feedback on necessary renovation and upgrades of the [Community Playground](#), also known as Castle Park. After decades of wear and tear, the playground is in need of enhancements including improvements to bring the playground into compliance with today's safety standards.

Martin Luther King, Jr. Park has become enlivened and engaged with the opening of the new [Winter Park Library & Events Center](#) in 2021, which overlooks Lake Mendsen and the 23-acre park. In recent years, the CRA has worked to establish parameters for public investment into the park, including a memorial corner near the intersection of South Denning Drive and West Morse Boulevard, and an overall park concepts package.

For additional information regarding the community meeting, please contact the Parks & Recreation Department at [407-599-3357](#) or MLKParkReno@cityofwinterpark.org.

###

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Certified WCAG 2.1 Level AA compliant and usable with JAWS and NVDA by SWH

Community Playground At Martin Luther King, Jr. Park

Sent

Tue, Jan 31, 2023 3:08 pm

Community Playground at Martin Luther King, Jr. Park

Sent 1/31/23 3:08PM

Overview

1,268 Recipients

Audience: citEnews Winter Park (Segment: City News)

Delivered: Tue, Jan 31, 2023 3:08 pm

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759 Opened	12 Clicked	3 Bounced	1 Unsubscribed
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Successful deliveries	1,265	99.8%	Clicks per unique opens	1.6%
Total opens	1,197		Total clicks	27
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0 Orders	\$0.00 <u>Average order revenue</u>	\$0.00 <u>Total revenue</u>
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Community Playground at Martin Luther King, Jr. Park

Sent 1/31/23 3:08PM

Opens by location

Country	Opens	Percent
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 Canada	2	0.3%
 Romania	2	0.3%
 Brazil	1	0.1%
 Costa Rica	1	0.1%
 France	1	0.1%
	1	0.1%

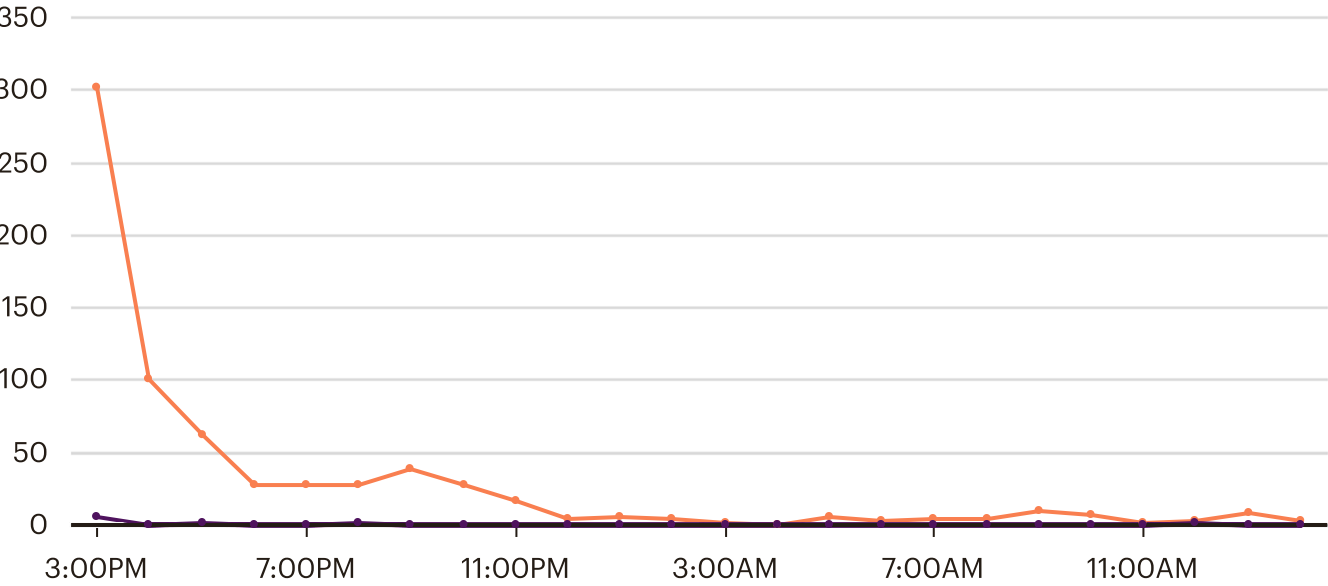
Community Playground at Martin Luther King, Jr. Park

Subscriber activity

Sent 1/31/23 3:08PM

24-hour performance

Opens Clicks



Subscribers with most opens

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chughes@epochresidential.com	6
mikeadloo@gmail.com	7

Community Playground at Martin Luther King, Jr. Park

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Click performance

URL	Total	Unique
https://cityofwinterpark.org/departments/parks-recrea...	8 (29.6%)	6 (35.3%)
https://cityofwinterpark.org/departments/parks-recrea...	4 (14.8%)	4 (23.5%)
https://cityofwinterpark.org/facebook/	4 (14.8%)	1 (5.9%)
https://cityofwinterpark.org/twitter/	4 (14.8%)	1 (5.9%)
https://cityofwinterpark.org/instagram/	3 (11.1%)	1 (5.9%)
https://cityofwinterpark.org/departments/parks-recrea...	2 (7.4%)	2 (11.8%)
https://cityofwinterpark.org/departments/administrati...	1 (3.7%)	1 (5.9%)
https://cityofwinterpark.org/events/	1 (3.7%)	1 (5.9%)
https://cityofwinterpark.org/	0 (0.0%)	0 (0.0%)
https://cityofwinterpark.org/citenews/	0 (0.0%)	0 (0.0%)
https://cityofwinterpark.org/vimeo/	0 (0.0%)	0 (0.0%)
https://cityofwinterpark.org/youtube/	0 (0.0%)	0 (0.0%)
https://goo.gl/maps/cMXU6	0 (0.0%)	0 (0.0%)

Community Playground at Martin Luther King, Jr. Park

Sent 1/31/23 3:08PM

Advanced reports

Email Domain Performance

Domain	Email	Bounces	Opens	Clicks	Unsubs
gmail.com	463 (37%)	1 (0%)	318 (69%)	6 (1%)	0 (0%)
yahoo.com	150 (12%)	0 (0%)	89 (59%)	1 (1%)	0 (0%)
aol.com	117 (9%)	0 (0%)	81 (69%)	2 (2%)	1 (1%)
cfl.rr.com	89 (7%)	0 (0%)	56 (63%)	0 (0%)	0 (0%)
hotmail.com	79 (6%)	1 (1%)	28 (36%)	0 (0%)	0 (0%)
Other	370 (29%)	1 (0%)	187 (51%)	3 (1%)	0 (0%)

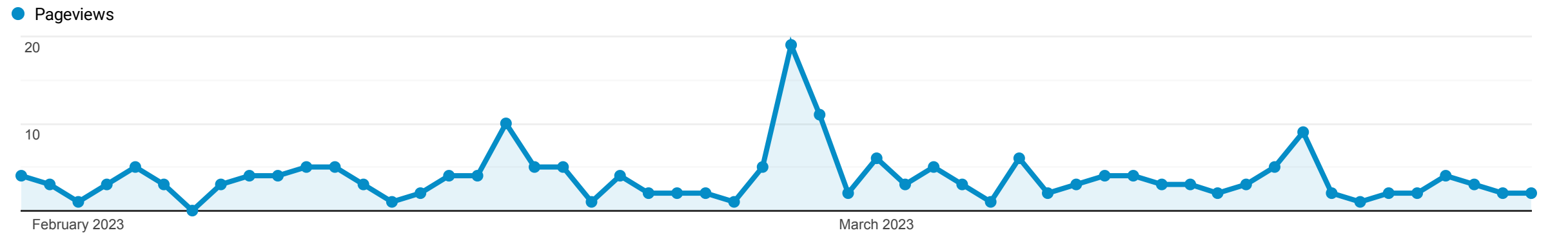
Pages

All Users

100.00% Pageviews

Jan 30, 2023 - Mar 24, 2023

Explorer



⌵ This data was filtered with the following filter expression: `/government/projects/mlk-jr-park-renovations-project/`

Page	Pageviews	Unique Pageviews	Avg. Time on Page	Entrances	Bounce Rate	% Exit	Page Value
	203 % of Total: 0.07% (284,312)	185 % of Total: 0.08% (242,668)	00:03:12 Avg for View: 00:01:53 (69.63%)	65 % of Total: 0.04% (157,593)	44.62% Avg for View: 50.08% (-10.92%)	53.69% Avg for View: 55.43% (-3.13%)	\$0.00 % of Total: 0.00% (\$0.00)
1. /government/projects/mlk-jr-park-renovations-project/	203 (100.00%)	185 (100.00%)	00:03:12	65 (100.00%)	44.62%	53.69%	\$0.00 (0.00%)

Rows 1 - 1 of 1

https://cityofwinterpark.org/government/projects/mlk-jr-park-renovations-project/

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MLK, Jr. Park Renovations Project

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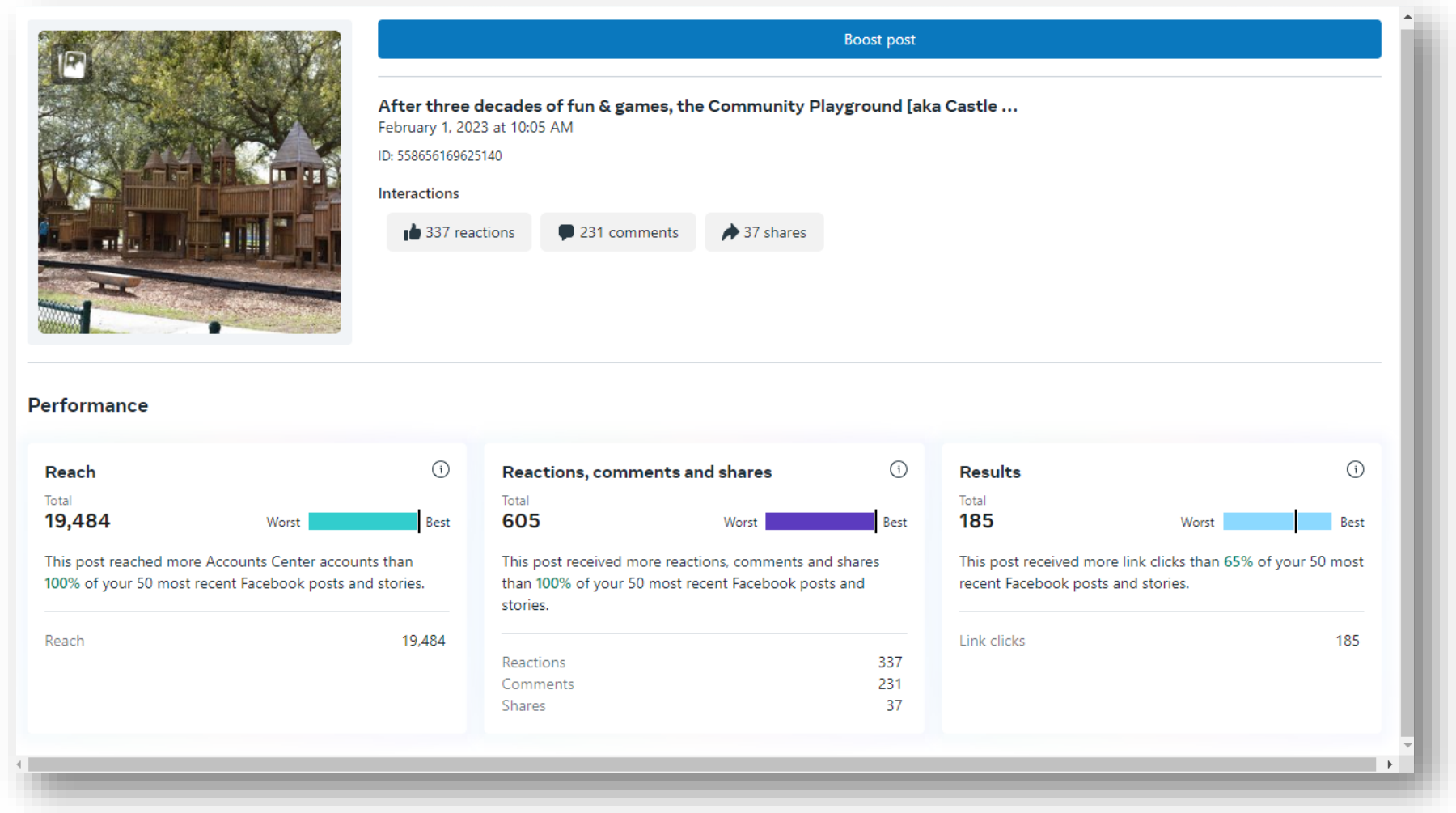
MLK, Jr. Park Renovations Project

Martin Luther King, Jr. (MLK) Park is anchored by a tranquil lake featuring a relaxing fountain and a community-built Unity Bridge. This peaceful setting encompasses 23-acres of beautiful scenery, sports and recreation facilities, and the popular Community Playground. The park is perfect for family picnics, fishing from the bridge, sports outings, or just walking along the half-mile mile trail surrounding the lake.

To further enhance MLK Park while honoring the legacy of Dr. King and the historic Hannibal Square neighborhood, this project is focusing on better neighborhood and internal connections, integrating recreational and cultural programming, and strengthening environmental sustainability.

Social Media Insights

Facebook post



Nextdoor



City of Winter Park ✓

Assistant Director of Communications Craig O'Neil • 31 Jan

...



Public meeting scheduled to review concepts for Community Playground at Martin Luther King, Jr. Park . The City of Winter Park and its Community Redevelopment
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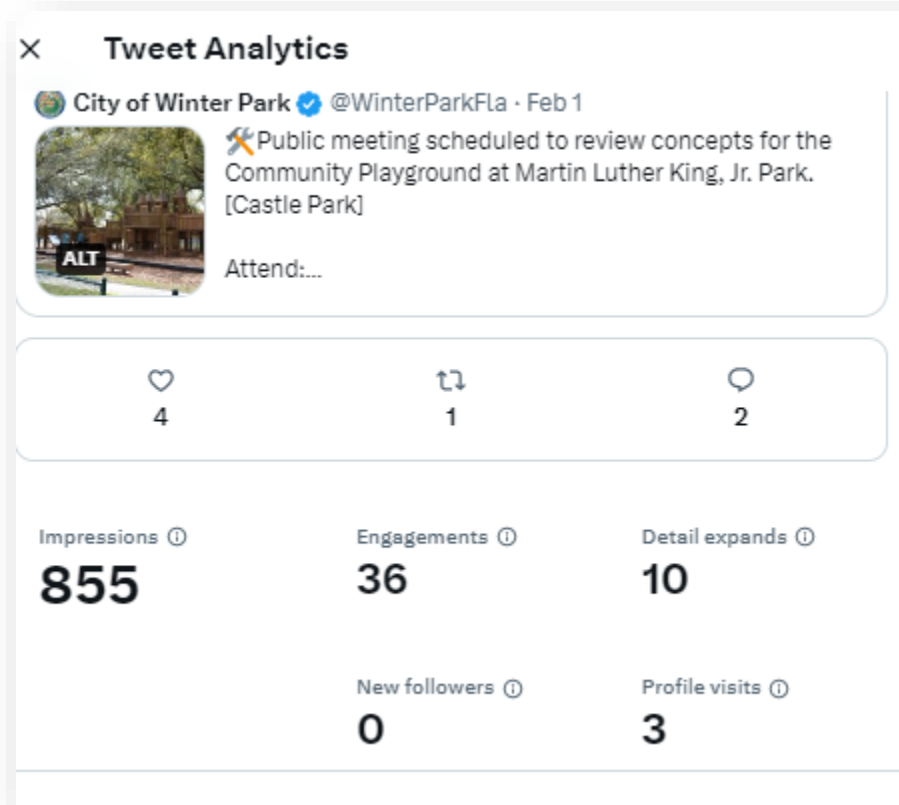
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ARCHITECTURE, ART AND CULTURE, CIVICS AND PARTICIPATION, PARKS, PETITION, QUALITY OF LIFE, WINTER PARK

"Castle Park" playground facing some big changes/upgrades



by **BRENDAN O'CONNOR**
FEBRUARY 6, 2023



PHOTO VIA CITY OF WINTER PARK

A 35-year-old wooden playground in Winter Park could see some big upgrades and possibly even a complete overhaul in the near future.



“Castle Park,” a wooden jungle gym in Martin Luther King Jr. Park has been one of the most beloved public play areas in Winter Park since it was built in 1987 and is one of the last remaining wooden playgrounds in the area. The structure features a series of turret-like towers that helped to give it its nickname and was originally built by volunteers using donated materials and equipment and designed by **Robert Leathers** ([Website](#)).

The City of Winter Park has been mulling over an update for the structure since 2022 when we shared a public meeting notice [HERE](#), saying the city felt that the years of wear and tear had necessitated bringing it up to code.

A public meeting is currently scheduled for Tuesday, February 7 at 6 p.m. at the Winter Park Community Center where city staff will review concepts and renderings that they’ve developed using public input since a series of meetings held last summer. **Click [HERE](#)** for more information.

A petition has been launched on [Change.org](#) in the hopes of convincing the City of Winter Park to repair the current structure and keep it as-is and retain its original character.

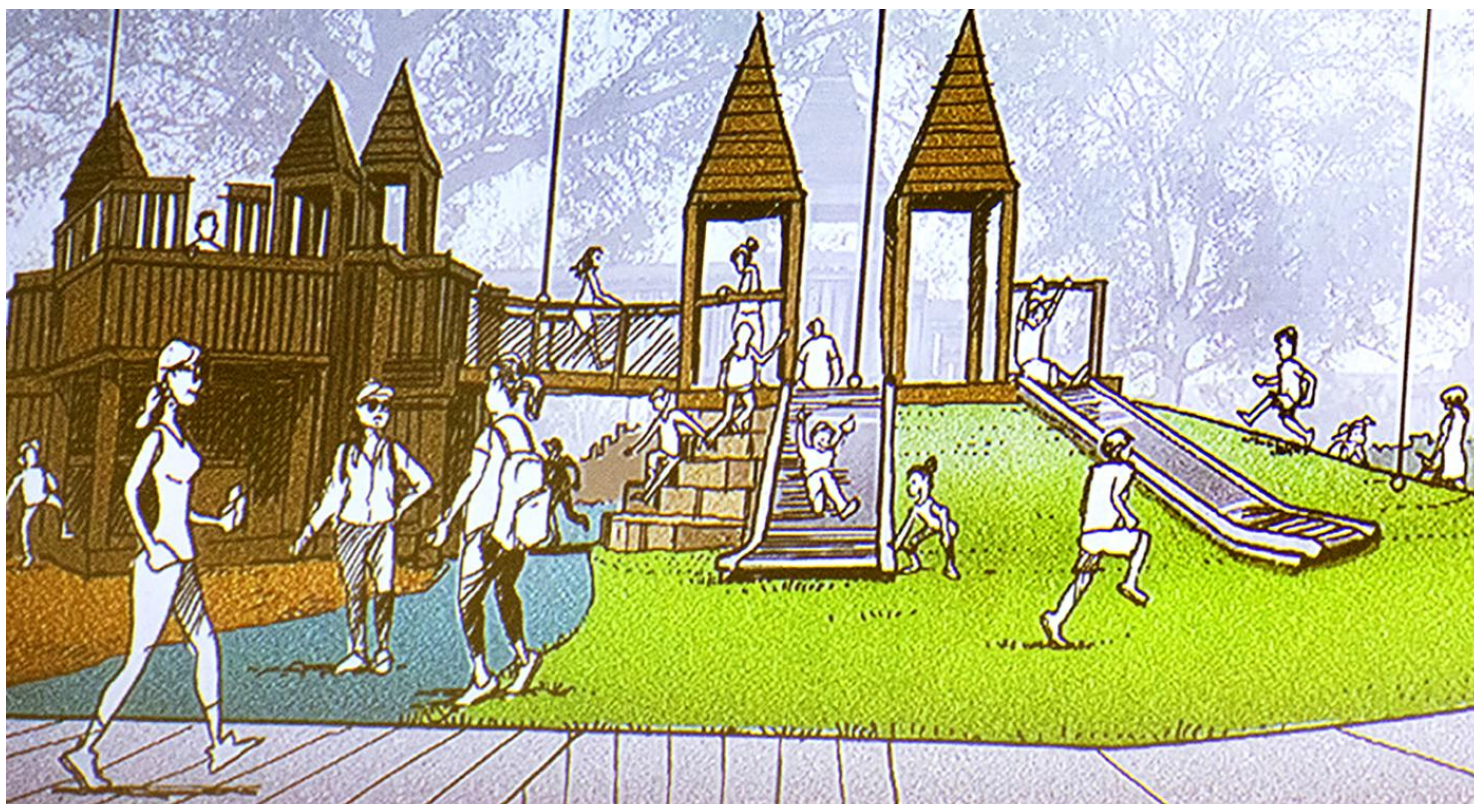
We’ve assembled a Pinterest Board of fun, innovative playgrounds that we’d love to see in Winter Park, that at least have some elements that could be replicated at the Castle.



**In Our Eyes: Women's,
Nonbinary, and Transgender
Perspectives from the Collection**

January 14 – May 14, 2023

Rollins
Museum
of Art



Concepts for the Community Playground redesign were presented at a Feb. 7 meeting. Feedback will guide the design process. Designs created by: Dix Hite + Partners

Playground Upgrades Presented at Community Meeting

By Jim Carchidi | February 13, 2023

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The enhancement of Community Playground at Martin Luther King Jr. Park took another step toward construction as Winter Park's Community Redevelopment Agency and design contractor [Dix Hite + Partners, Inc.](#) revealed a new design concept during a Feb. 7 meeting at Winter Park Community Center.

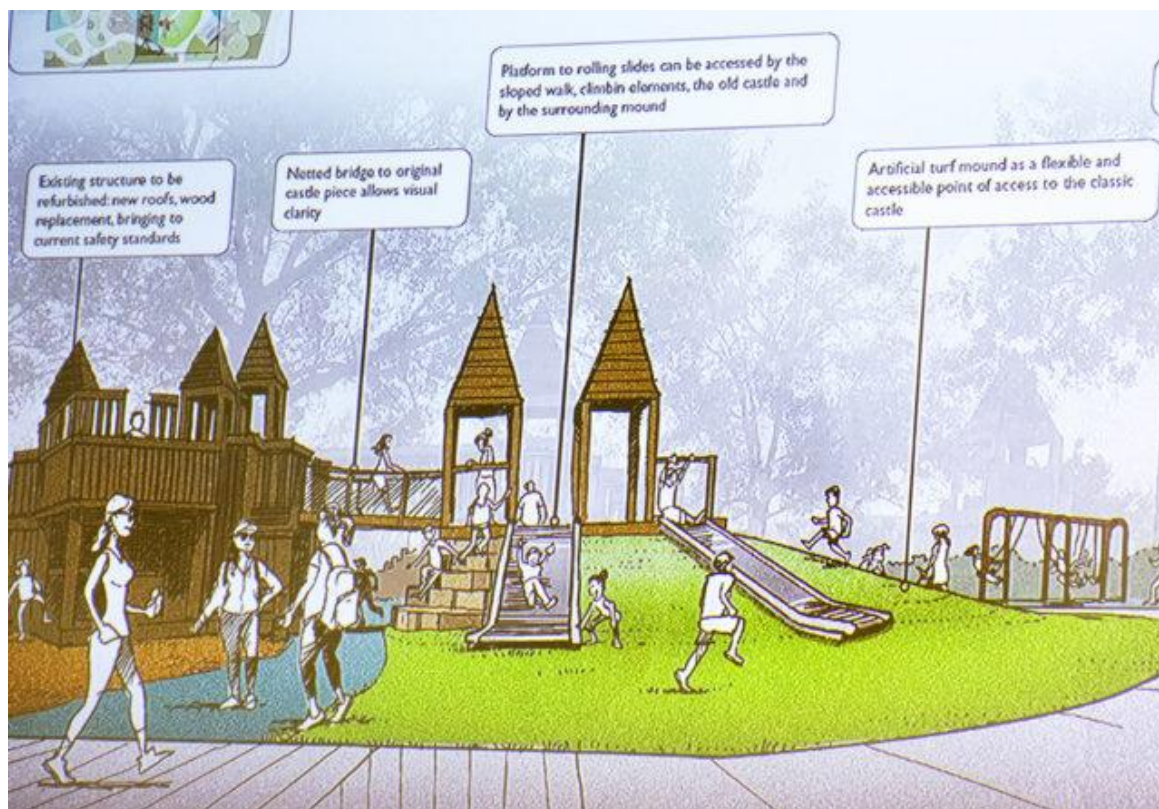
The playground, also known as Castle Park, was built in 1987 using donated materials and equipment. Renovations will remedy years of wear, meet current playground safety standards, and create new play areas.

Renderings presented at the Feb. 7 meeting were the product of input collected at previous meetings, and focused on the castle redesign and a proposed splash pad. Workshops and meetings will continue until a final design is agreed upon.

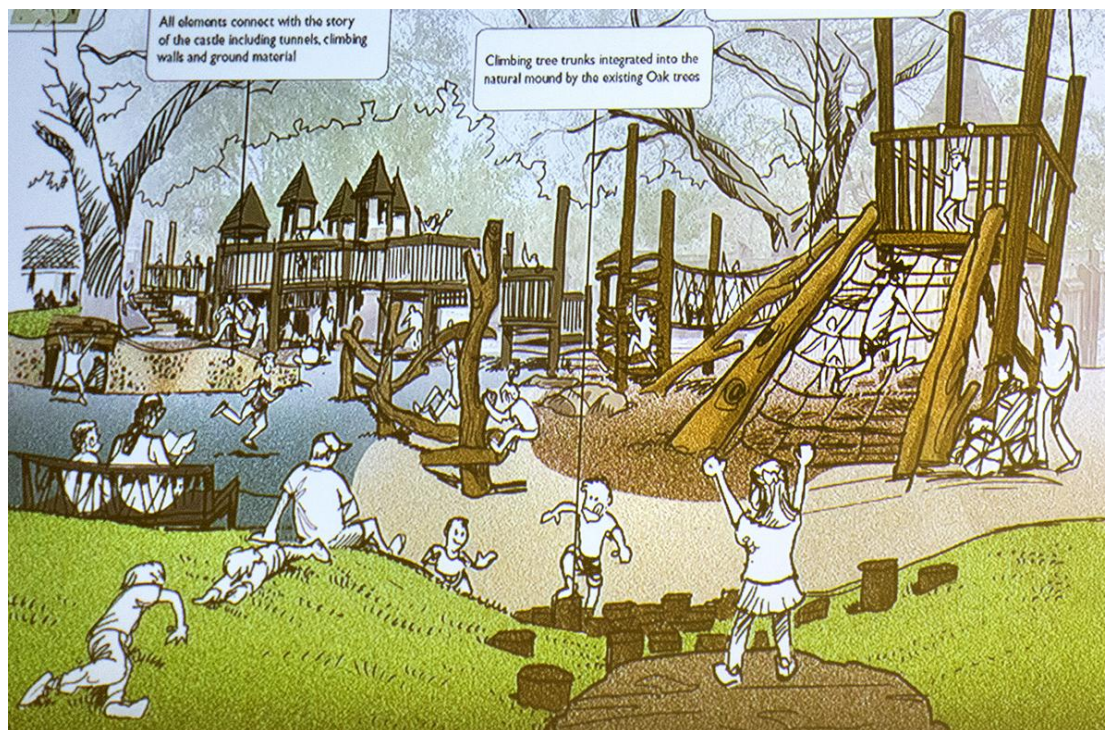


New playground features (illustrated above) incorporate climbing areas, tunnels, slides, and sensory play areas with textured walls and sounds.

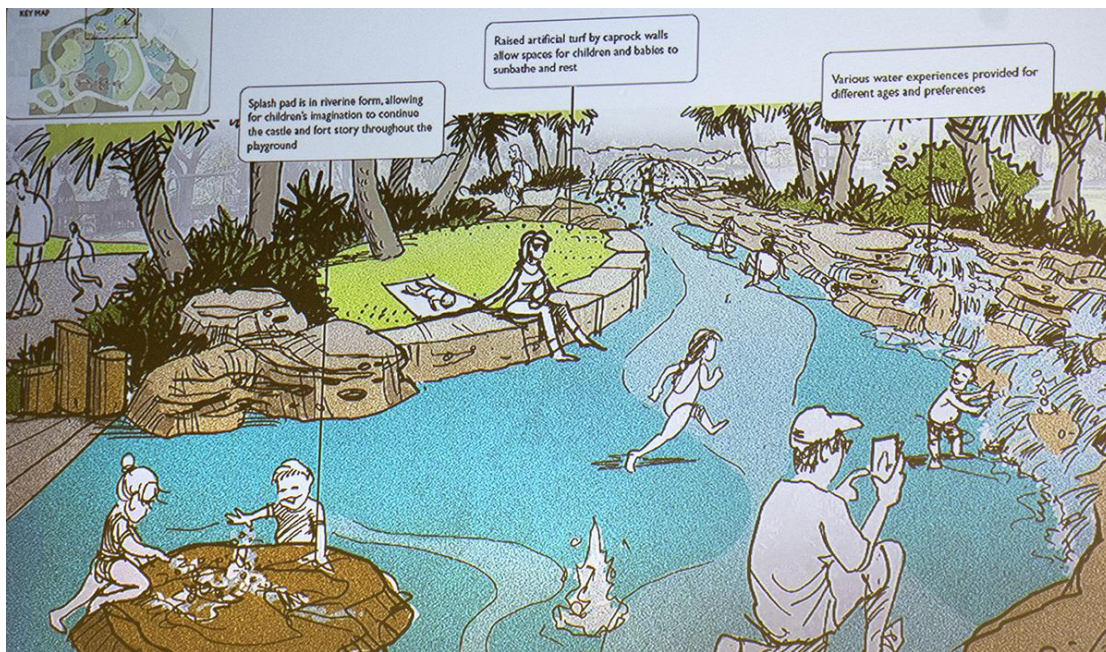
While the original structure is at the center of the project renderings, designers suggested an abbreviated version. “The main castle is what’s so special about this place,” said Dix Hite Landscape Architect Viviana Castro, adding that it, “would require a lot of maintenance, a lot of upkeep to follow today’s standards.”



A reinforced, streamlined castle/fort design would include wheelchair-accessible inclines and roller slides on one side (above); climbing features would be positioned on the opposite side (below).



The splash pad is designed for a range of age groups with fountains, waterfalls and quiet spaces. Additional climbing areas exist within the rock formations and water would continuously move throughout the area.



Attendees had the opportunity to review the designs and offer feedback. Suggested additions included:

- Attendants posted throughout the new playground
- More visibility in the tunnels and climbing areas
- Incorporating more of the original castle
- Additional water fountains and bathrooms
- Replace mulch with more soft surfacing

Designers and city staff will take the feedback from the Feb. 7 meeting into consideration and additional meetings will be scheduled to review changes, and discuss other areas of the new playground design.

Aside from the Community Park redesign, the area by the corner of Denning Drive and Morse Boulevard will receive a Martin Luther King Jr. memorial and community space, called Unity Corner, that will host Winter Park's annual Unity

Heritage Festival. Community meetings will be scheduled as part of the design process.

Future meetings will be posted on the City of Winter Park website. For more information, contact MLKParkReno@cityofwinterpark.org or call 407-599-3357.

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This story was written by Jim Carchidi, one of our collection of writers covering news in Winter Park, Florida. Our staff writers can be reached at news@the32789.com.

RELATED STORIES

DR. MARTIN LUTHER KING, Jr. PARK COMMUNITY PLAYGROUND + SPLASH PAD

SCHEMATIC PACKAGE

Prepared for the City of Winter Park

January 6, 2023

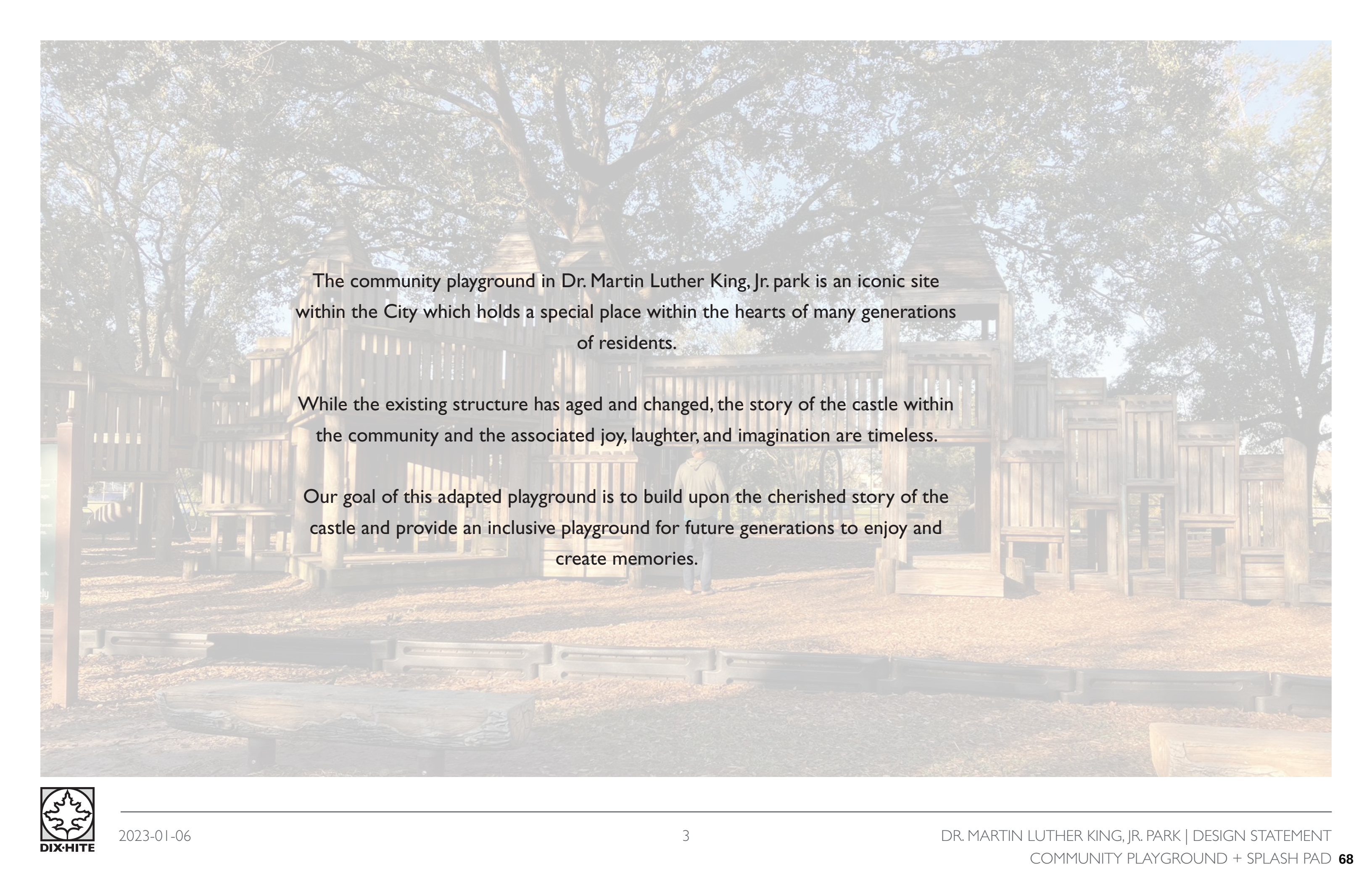
Revised: April 7, 2023



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The community playground in Dr. Martin Luther King, Jr. park is an iconic site within the City which holds a special place within the hearts of many generations of residents.

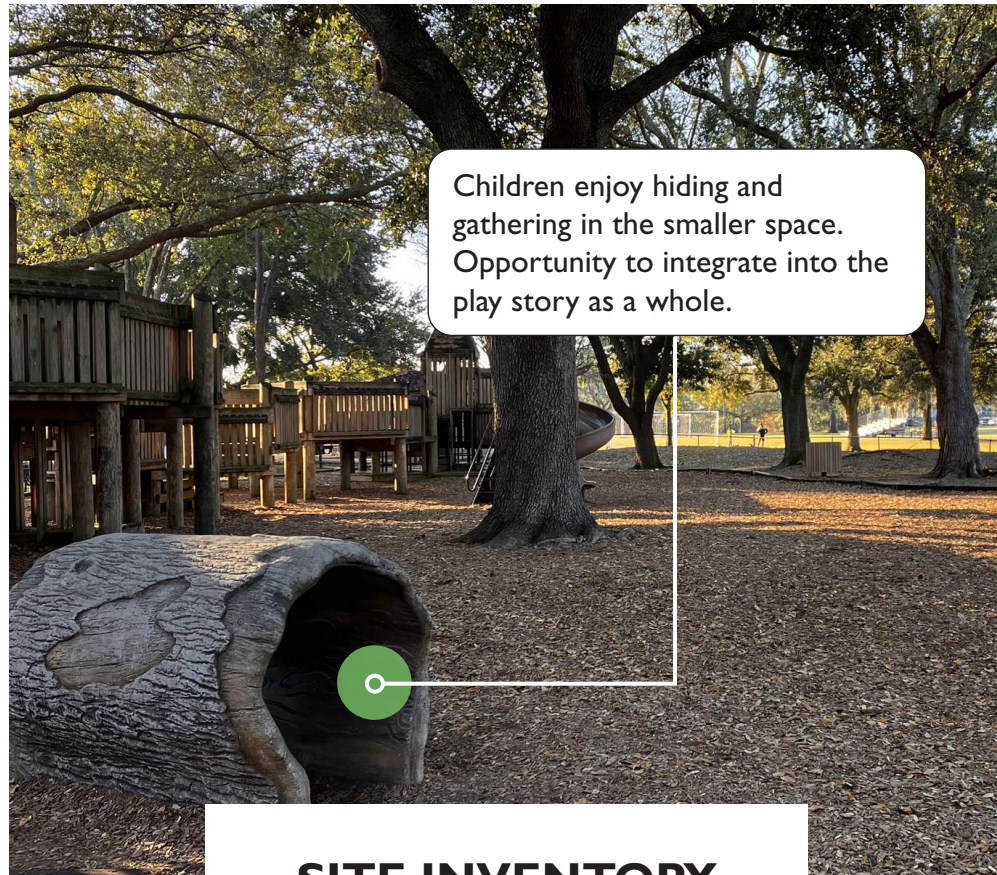
While the existing structure has aged and changed, the story of the castle within the community and the associated joy, laughter, and imagination are timeless.

Our goal of this adapted playground is to build upon the cherished story of the castle and provide an inclusive playground for future generations to enjoy and create memories.



The tower has lost purpose and connection after years of modifications.

Children enjoy the various heights. Opportunity to expand this play element on site.



Children enjoy hiding and gathering in the smaller space. Opportunity to integrate into the play story as a whole.



Existing benches are highly used and can be relocated along the playground for better visibility.



Children enjoy the spiral slide but it is not fully connected with the playground. Opportunity to better integrate the slide experience2.



Access to and from the playground is not safe as one enters from the parking area. Playground lacks safe walks to reach parked cars.



Existing picnic tables throughout the playground are highly used. The shade from existing trees creates comfortable seating opportunities.

SITE INVENTORY + ANALYSIS



2023-01-06

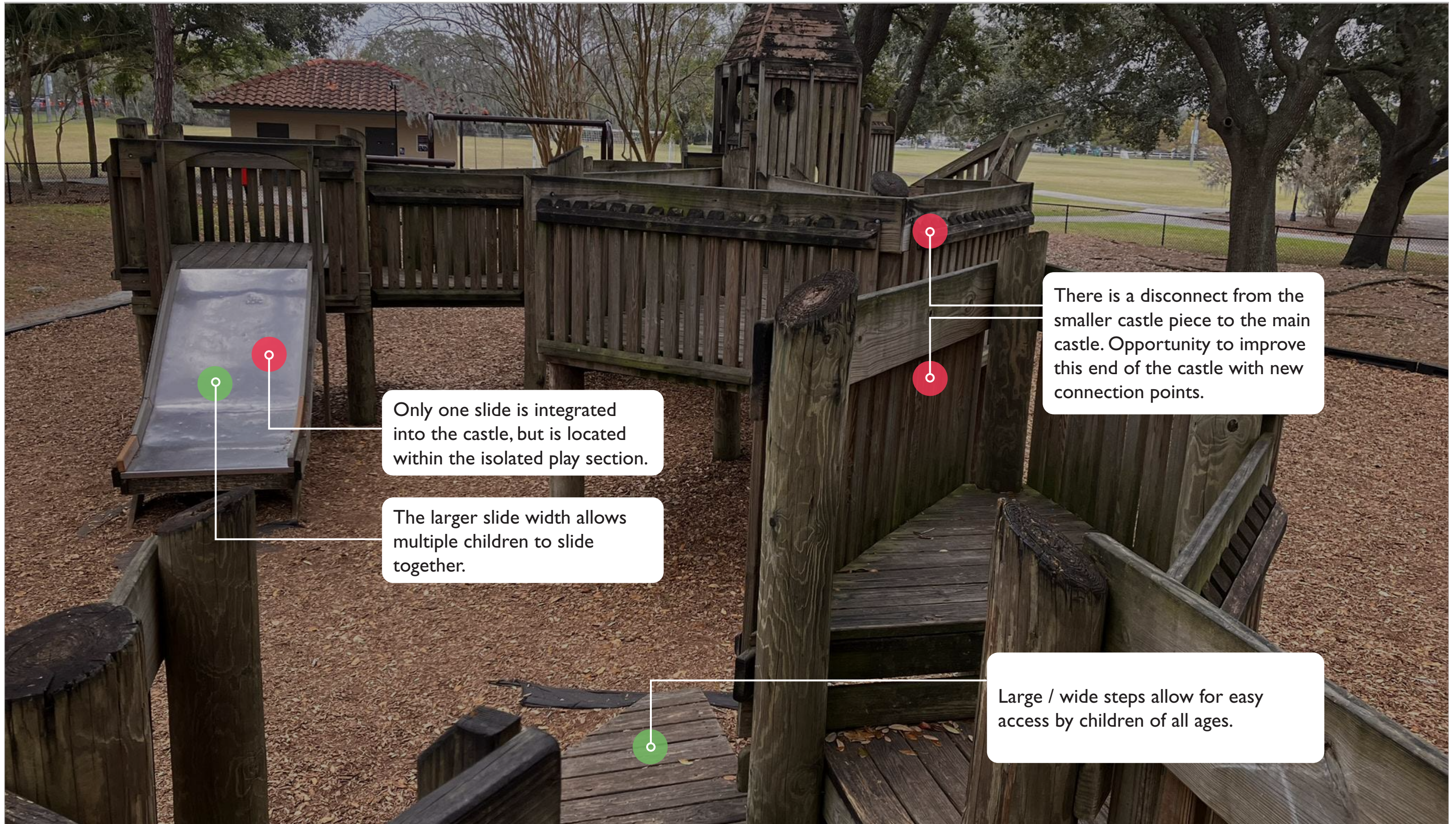


The center pathways of the castle are a unique and a key part of the playground.

Some areas of the castle are in need of substantial maintenance for safety and stability.

Children enjoy the various entry and exit points on the castle.

Overall transitions to the playground and play structures are not accessible to all abilities.



Only one slide is integrated into the castle, but is located within the isolated play section.

The larger slide width allows multiple children to slide together.

There is a disconnect from the smaller castle piece to the main castle. Opportunity to improve this end of the castle with new connection points.

Large / wide steps allow for easy access by children of all ages.



All the swings in the playground provide a variety of experiences in the current playground. There is an opportunity to relocate these swings with the expansion of the play space.



The existing pavilion is highly used for events. Opportunity to better integrate the pavilion with the park and to transitional activity areas.



Existing playground memorial gets lost in the playground. Opportunity to relocate to more prominent location

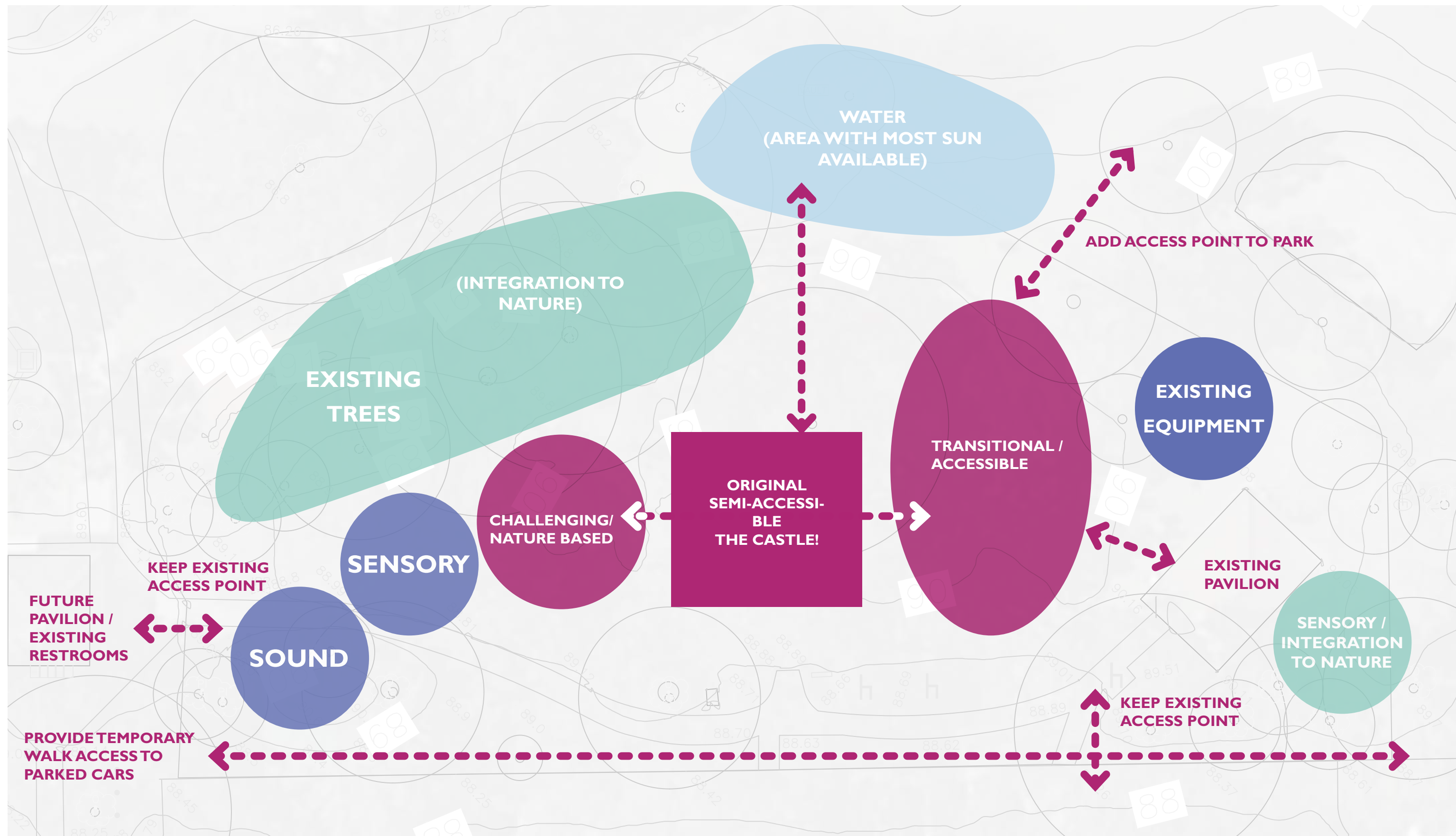
INVENTORY + ANALYSIS

KEY TAKEAWAYS:

- Need for accessible paths and play for children of all abilities
- Opportunity to integrate a splash play in the open/ sunny space
- Need for challenging / climbing opportunities within the park
- Need for additional access points from the northern side of the park into the playground
- Opportunity to integrate part of the existing castle with new, innovative and accessible play systems
- Opportunity to reuse existing play elements
- Opportunity to keep natural play as part of the playground's feature

(For additional takeaways based on workshop feedback, see Appendix A of overall park schematic package)



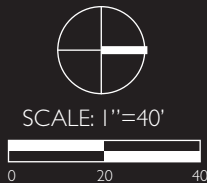


DR. MARTIN LUTHER KING JR. PARK:
PLAYGROUND + SPLASH PAD

- 1 ENTRY FROM PARKING LOT
- 2 EXISTING PAVILION
- 3 NATURE SENSORY STATION
- 4 RECOLATED SINGLE AND GROUP SWINGS
- 5 CASTLE PLATFORM OVER 5' ARTIFICIAL TURF MOUND
- 6 CONCRETE WALK ACCESS TO CASTLE PLATFORM
- 7 ROLLER SLIDES OVER TURF MOUND
- 8 OPEN TUBE SLIDE OVER MOUND
- 9 CLIMBING ROCKS
- 10 BRIDGE CONNECTION TO EXISTING CASTLE
- 11 EXISTING CASTLE PORTION TO REMAIN
- 12 CLIMBING TOWER
- 13 TUNNEL ENTRIES ON SENSORY WALL
- 14 POURED IN PLACE RUBBER PATH
- 15 PLAYGROUND MULCH
- 16 ROPE SWING
- 17 TRUNK STEPS TO SODDED EXISTING MOUND
- 18 SPLASH PAD / RIVERINE
- 19 RELOCATED PICNIC TABLES OVER MULCH
- 20 RELOCATED TODDLER SWINGS
- 21 ARTIFICIAL TURF MOUND WITH SENSORY "ROOMS" AND TUNNEL
- 22 SOUND EQUIPMENT ON ARTIFICIAL TURF
- 23 ENTRY FROM EXISTING RESTROOM
- 24 ENTRY FROM NORTH OF PARK
- 25 PLAYGROUND FENCE
- 26 EXISTING TREES, TYP.
- 27 PLAYGROUND SEATING ,TYP.
- 28 PROPOSED PALM TREES
- 29 SPLASH PAD EQUIPMENT



2022-05-10

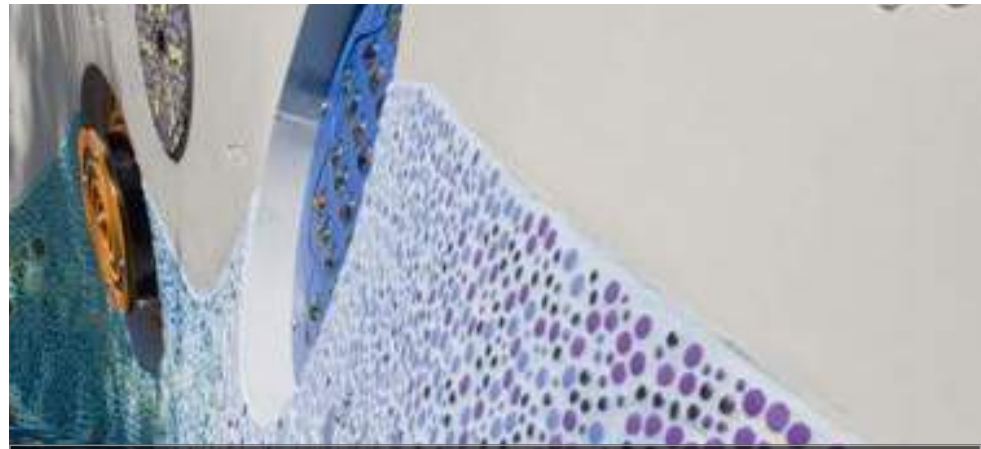




COMPOSITE WOOD + CARGO NET



CASTLE CHARACTER



SENSORY WALLS



SOUND



ROLLING SLIDE ON LAND MOUND



SPLASH PAD / RIVERINE



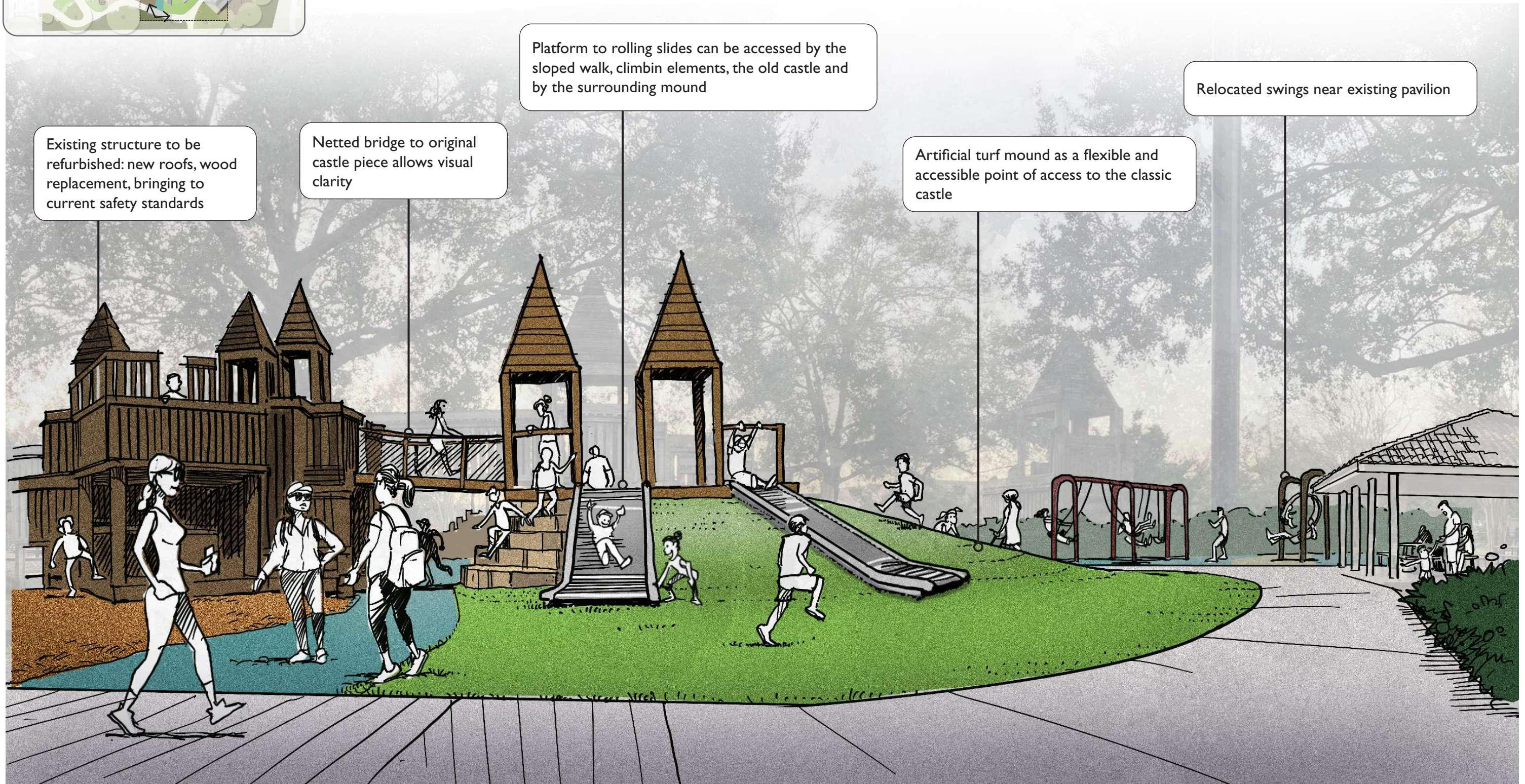
CLIMBING ROCKS ON LAND MOUND



LEVELED TRUNKS



INTEGRATED TUNNELS



All elements connect with the story of the castle including tunnels, climbing walls and ground material

Climbing tree trunks integrated into the natural mound by the existing Oak trees

Climbing tower connects to the south point of the castle, with sensory elements at various levels

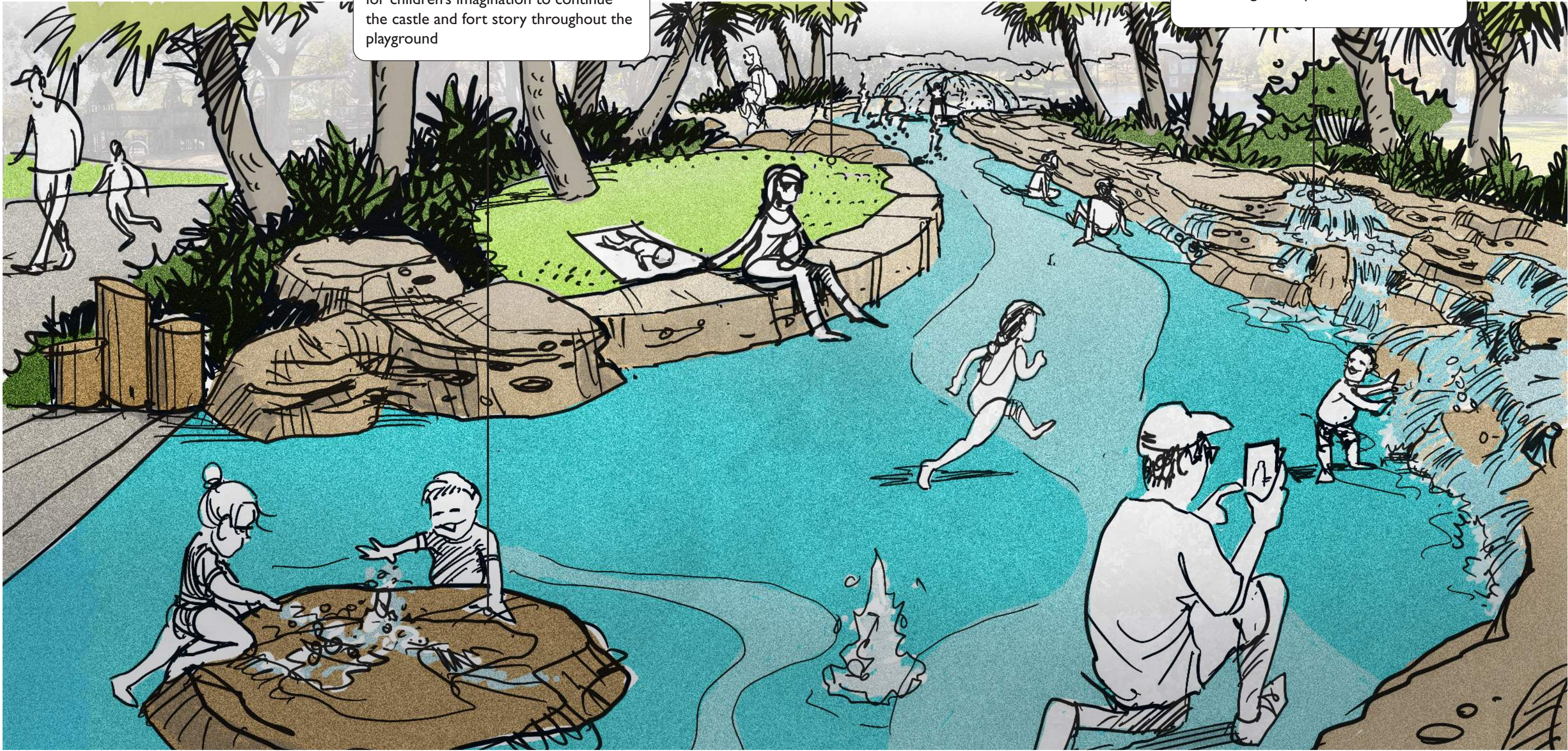




Splash pad is in riverine form, allowing for children's imagination to continue the castle and fort story throughout the playground

Raised artificial turf by caprock walls allow spaces for children and babies to sunbathe and rest

Various water experiences provided for different ages and preferences



SITE FURNISHINGS

PICNIC TABLE



EXISTING TABLES TO BE RELOCATED IF IN GOOD CONDITION



IF TABLES ARE TO BE REPLACED, USE MONOLINE CAROUSEL TABLE
MANUFACTURER: SITE PIECES
COLOR: TBD

SEATING



EXISTING LOG BENCHES TO BE RELOCATED IF IN GOOD CONDITION



ALL OTHER BENCHES TO FOLLOW EXISTING CITY STANDARD

TRASH RECEPTACLE



EXISTING TRASH RECEPTACLES TO BE RELOCATED IF IN GOOD CONDITION

BIKE RACK



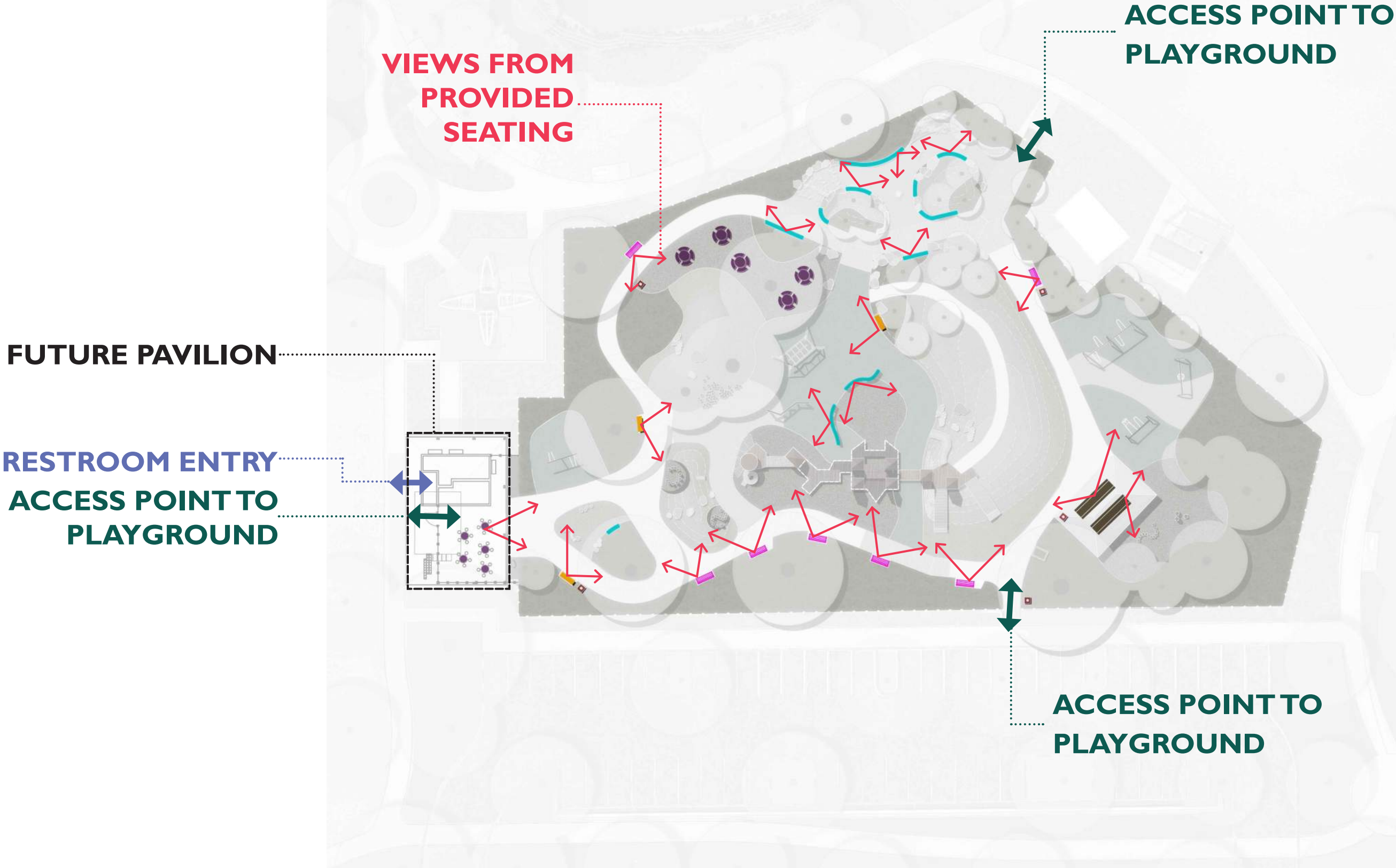
ROUND RACK
MANUFACTURER: DERO
COLOR: TBD

LEGEND

-  PICNIC TABLES
-  STANDARD CITY BENCH
-  LOG BENCH
-  CAPROCK SEAT WALL
-  EXISTING PICNIC TABLE
-  TRASH RECEPTACLES
-  BIKE RACK



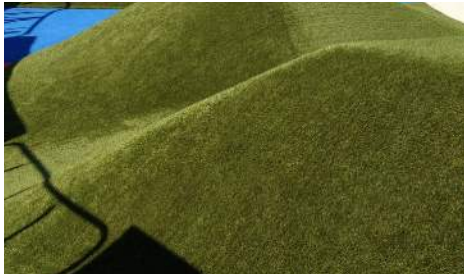
ACCESS AND VIEWS



MATERIALS PALETTE



POURED IN PLACE RUBBER



ARTIFICIAL TURF



FLORIDA STONE WALLS



CONCRETE ROCK FORMATION



BOARD FORMED / STAMPED CONCRETE



EXPOSED AGGREGATE CONCRETE



SHREDDED HARDWOOD MULCH

LEGEND

- POURED IN PLACE RUBBER
- ARTIFICIAL TURF
- FLORIDA STONE WALLS
- CONCRETE ROCK FORMATION
- BOARD FORMED / STAMPED CONCRETE
- EXPOSED AGGREGATE CONCRETE
- SHREDDED HARDWOOD MULCH



LANDSCAPE MATERIAL



SABAL MINOR
DWARF PALMETTO



MUHLENBERGIA CAPILLARIS
MUHLY GRASS



NEPHROLEPIS BISERRATA
MACHO FERN



VIBURNUM OBOVATUM Densa
DWARF WALTER'S VIBURNUM



ILEX VOMITORIA
DWARF YAUPON



TRIPSACUM DACTYLOIDES
FAKAHATCHEE GRASS



HAMELIA PATENS
FIREBUSH





Parks & Recreation Advisory Board

agenda item

item type	Action Items	meeting date	April 19, 2023
prepared by	Kesha Thompson	approved by	
board approval			
strategic objective			

subject

Chabad Community Fair-Chabad of Greater Orlando

motion / recommendation

Staff recommends approval

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[SKM_C450i23041815120.pdf](#)

PARKS & RECREATION: APPLY FOR AN EVENT PERMIT

Contact name

Dovid Dubov

Company

Chabad of Greater Orlando

EmailRabbidovid@chabadorlando.org**Primary phone**

(407) 970-3040

Secondary phone

(407) 970-3040

Address

708 Lake Howell Rd
Maitland, Florida 32751-5220
United States

Name of event

Chabad community Fair

Address of event

150 W Morse Blvd, Winter Park, FL 32789

Specific location of event

Central Park

Date of event (from)

05/09/2023

Date of event (to)

05/09/2023

Time of event (from)

06:00 pm

Time of event (to)

08:00 pm

Set up time

02:00 pm

Permit type

Non-Profit – Must provide proof of IRS Code 501(c)(3)

Upload proof of IRS Code 501(c)(3)

- [20220829_153450.jpg](#)

Estimated attendance of the event

250

Provide a detailed event description

Hi Kelsi,

This community event is scheduled for Tuesday, May 9, 2023.

This event will very much replicate the annual program we have at Central Park on Hanukkah as a Fun Fair/ Carnival Style for the general community and Winter Park residents.

Will this event take place within the boundaries of a city park?

Yes

Upload the completed and signed "Park Use Application"

- [Screen-Shot-2023-03-29-at-10.53.19-AM.png](#)

Please select the city park or facility

- Central Park

Explain how the event will benefit the residents and businesses of Winter Park in a brief description

Our organization has helped bring warmth, love, meaning and inclusivity to the city of Winter Park with our annual events and partnerships with the Chamber of Commerce. We hope we can continue to bring the community together once again on Tuesday, May 9th.

Please upload a site plan detailing the general layout of the event

- [Screen-Shot-2023-03-29-at-11.08.18-AM.png](#)

Will there be substantial parking available? Please describe proposed arrangements for all off-street parking on site of the event or on adjacent property

Yes, there is always enough space available on Park Ave.

Describe the proposed use of temporary structures, arrangement and duration of structures

N/A

Describe the proposed plan for sanitation, including disposal of waste and placement of portable toilet facilities

We have a full process of operation. This routine has been set up for every event we do on Central Park (Hanukah, Purim etc.)

Those applications will address the proposal at length.

Does the event require any street closures?

No

Does the event require electrical access?

Yes

Please describe specific electrical needs

Band Stand

Will there be a drone in use?

No

Does the event require city staff?

No

Will there be any type of amplified sound?

Yes

Please describe it in detail

There will be a DJ/Band

Are there any active construction sites within the area of this event?

No

Is alcohol being served?

No

Is alcohol being sold?

No

Will there be any use of tents?

Yes

How many tents?

7

Will any tents be larger than 10 x 10 ft.?

No

Will there be any pyrotechnics?

No

Will food trucks be present?

No

Will there be any cooking, warming or serving of food, aside from food trucks?

Yes

Do you want your event listed on the city's website event calendar?

Yes

Agreements

Upload the general liability insurance certificate in the amount of \$1,000,000 naming the city as additional insured

- [Screen-Shot-2023-03-29-at-11.14.52-AM.png](#)

Acceptance

- I understand that I must obtain the actual permit **BEFORE** the event is held.

Event Notification

- I agree to provide the city with signed notification forms from neighboring properties and property owner authorization

letter by downloading and using the form available below.

Hold Harmless Agreement

- I agree to protect, indemnify, defend, save and hold harmless the City of Winter Park, its officers, and employees from any and all claims, liability, lawsuits, damages, and causes of action which may arise out of the permit or the permittee's activity on the permitted premises in accordance with **Ordinance No. 58-54(u)(3)a.8&9** of the City of Winter Park Code of Ordinances.

Date

03/29/2023

Applicant/Contact signature

A handwritten signature in black ink, appearing to be "J. G. G.", written over a light gray signature line.



Parks & Recreation Advisory Board

agenda item

item type Non-Action Items	meeting date April 19, 2023
prepared by Jason Seeley	approved by
board approval	
strategic objective	

subject

Florida Clean Air Act Update and Impact on city parks and recreation venues

motion / recommendation

Staff would like PRAB input on scope, enforcement, and communication of potential no smoking policy for parks and recreation venues. Staff will use the input from PRAB to develop policy with input from other City departments that may need to play a role in policy change.

background

A 2022 change to the Florida Clean Air Act allows local governments to enact policies to restrict smoking in outdoor shared spaces that they own or operate. Parks currently discourages smoking in such spaces but strong messaging and enforcement not possible until the recent update.

Link to applicable state statute: [Statutes & Constitution :View Statutes : Online Sunshine \(state.fl.us\)](#)

alternatives / other considerations

fiscal impact



Parks & Recreation Advisory Board

agenda item

item type	Staff Updates	meeting date	April 19, 2023
prepared by	Jason Seeley	approved by	
board approval			
strategic objective			

subject

Financial Summary thru FY23/Q2

motion / recommendation

NA

background

Cost Recovery status of applicable Divisions/Cost Centers

alternatives / other considerations

fiscal impact



Parks & Recreation Advisory Board

agenda item

item type	Staff Updates	meeting date	April 19, 2023
prepared by	Jason Seeley	approved by	
board approval			
strategic objective			

subject

Project Update

motion / recommendation

NA

background

Update regarding status of various department CIP projects

alternatives / other considerations

fiscal impact