

Parks & Recreation Advisory Board



March 27, 2013 at 5:00 pm (Amended)

WP Community Center • Oak Room
721 W. New England Ave • Winter Park, Florida

1 Consent Agenda

- a. **Approval of Minutes – February 27, 2013 Meeting**

2 Action Items

- b. **Floating Lantern Memorial– Fleet Peoples Park**
- c. **CAP Foundation – Central Park**
- d. **Cady Way Pool Contract**
- e. **Farmers' Market Policy**

3 New Business

4 Staff Report

- f. **Mead Garden Pond**
- g. **Shady Park Pavilion**

5 adjourn

Next Meeting – April 24, 2013 @5:00 p.m., Winter Park Community Center

appeals & assistance

"If a person decides to appeal any decision made by the Commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need 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).

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

March & April

SPECIAL EVENTS 2013

3/15-17 – Sidewalk Art Festival – Central Park

3/30 – Easter Egg Hunt – Central Park

4/6 – British Car Show – Mead Botanical Garden

4/20 – Dinner on the Avenue – Park Ave

**PARKS AND RECREATION
ADVISORY BOARD MEETING
February 27, 2013**

The meeting was called to order by Chairman Blair Culpepper at 5:00 p.m. at the Winter Park Community Center in conference room D.

Advisory Board Members present:

Chairman Blair Culpepper
Vice Chairman Woody Woodall
Janet Atkins
Michael Palumbo
Julio de Arcos
Fred Jones

Staff present:

Director John Holland
Assistant Director Brenda Moody
Assistant Director Ronald Moore
Assistant Director Chuck Trice
Lieutenant Randy Durkee – WPPD
Recording Secretary Nancy McLean

Advisory Board Members absent:

Marni Spence
Joel Roberts

Guests:

Ellie Watson, The Dalmatian Army, Natalie Casey and Doug Heitman, Track Shack Events, Forest Michael, 358 W. Comstock Ave, Muhammad Yousaf, President Ashraf Marketing International, Inc., Brendan O'Connor, KWPB Volunteer Coordinator, Joan Carragher and Amanda Day, Winter Park Health Foundation and Tim Webber, Concourse d'Elegance Executive Director

Consent Agenda:

- a) Approval of Minutes – January 23, 2013

Motion made by Fred Jones to approve Consent Agenda Item 'a'; seconded by Julio de Arcos. The motion carried unanimously with a 6-0 vote. Marni Spence and Joel Roberts were absent.

Action Items:

- b) The Dalmatian Army – Fleet Peoples Park

Lakemont Elementary School student Ellie Watson realized that there is a great need to supply food, leashes, toys and other supplies to homeless shelters that are helping dogs, cats and other animals get adopted. She proposed a donation depot to be placed at Fleet Peoples Park. With the support, assistance, and approval from the city, a waterproof and theft proof container would be placed at the park with a sign indicating that donations of gently used or new pet supplies could be deposited. On a regular basis she and a group of volunteers would collect the

items from the depot and deliver them to animal related charities such as the local ASPCA. Ms. Watson answered questions from the board.

Motion made by Woody Woodall to approve the installation of the donation depot at Fleet Peoples Park; seconded by Fred Jones. The motion carried unanimously with a 6-0 vote. Marni Spence and Joel Roberts were absent.

c) Run for the Trees - Track Shack

Natalie Casey and Doug Heitman, Track Shack Events representatives stated that Track Shack Fitness Club (T.S.F.C) would like to acquire and take over the operations of "Run for the Trees" from the City of Winter Park and the T.S.F.C foundation will provide the city with a check of a specified percentage at the end of the race.

Motion made by Janet Atkins to approve the "Run for the Trees" sponsored by Track Shack Fitness Club; seconded by Fred Jones. The motion carried unanimously with a 6-0 vote. Marni Spence and Joel Roberts were absent.

d) 4th of July Watermelon 5K – Track Shack

Natalie Casey and Doug Heitman explained that Track Shack Events requested moving the July 4th, Watermelon 5k from Mead Gardens to South Central Park. Track Shack Events will provide all equipment and set up necessary for the event and share such items (tents, porta potties, etc) with the city for their celebration.

Motion made by Janet Atkins to approve the race from Mead Gardens to the South Central Park Run on July 4th, pending Police and Fire Department approvals; seconded by Woody Woodall. The motion carried unanimously with a 6-0 vote. Marni Spence and Joel Roberts were absent.

e) West Comstock Request – Forest Michael

Forest Michael, 358 W. Comstock Ave, commented that the city utility yard on Blake Avenue is among several city properties the City Commission is considering for sale. He suggested that the Parks Board recommended that this property not be sold so that more consideration can be provided by Parks and Recreation for its potential use as a parking facility, a cul-de-sac, and a very small neighborhood garden.

Mr. Holland recommended that the parks board take no action and he could write a letter to the City Commission stating that the board is interested in looking at other options for the property.

Motion made by Julio de Arcos that Mr. Holland prepare a letter to the City Commission expressing the parks board's views about selling the property, retaining it for a park, and making it more appealing for the neighborhood and direct further study before action is taken; seconded by Janet Atkins. The motion carried unanimously with a 6-0 vote. Marni Spence and Joel Roberts were absent.

f) Installation of Cricket Playing Surface – MLK Park

Muhammad Yousaf, President Ashraf Marketing International, Inc. stated that the athletic fields at MLK Park are ideal for use as cricket fields. He suggested that the Parks and Recreation Department would build a cricket playing surface 12' x 80' between two soccer fields and the cricket leagues will book the fields every Sunday throughout the year. He added that they will abide by the city's rules and regulations for the athletic fields and parks. Mr. Yousaf and Mr. Holland answered questions.

Motion made by Janet Atkins to approve the installation of the cricket playing surface at MLK Park for a trial period of one year; seconded by Fred Jones. The motion carried unanimously with a 6-0 vote. Marni Spence and Joel Roberts were absent.

g) Farmers' Market Event Programming, Bike Valet & Internet Video Festival– KWPB

Brendan O'Connor, KWPB Volunteer Coordinator explained that Keep Winter Park Beautiful oversees the beautification of Winter Park. Enhancing the city's green spaces, increasing recycling efforts and educating the public on issues related to environmental sustainability are just a few ways that KWPB helps contribute to the city's Florida Green Building Coalition Green Local Government certification.

For one Saturday each month, Keep Winter Park Beautiful will be attending the Winter Park Farmers' Market to disseminate information on upcoming projects and these initiatives mentioned above. KWPB will be partnering with preapproved Winter Park organizations to bring fun and interesting activities to the Farmers' Market.

KWPB will also be providing a bike valet in cooperation with the city's Bike and Pedestrian Board, free of charge for all Farmers' Market attendees as part of their presence at the event.

Motion made by Janet Atkins to approve the Farmers' Market event programming as specified by the Parks and Recreation Department and the bike valet; seconded by Julio de Arcos. The motion carried unanimously with a 6-0 vote. Marni Spence and Joel Roberts were absent.

Mr. O'Connor stated that on the night before Earth Day in the Park and Arbor Day Tree Giveaway, KWPB will be hosting their first ever Internet Video Festival focusing on the theme of

baby animals. KWPB, in partnership with TheDailyCity.com, will be taking submissions of everyone's favorite YouTube videos that feature baby animals and then creating an hour and a half of programming to screen in Central Park. at 7:00 p.m.-8:30 p.m. on April 19th.

Motion made by Janet Atkins to approve the Internet Video Festival; seconded by Michael Palumbo. The motion carried unanimously with a 6-0 vote. Marni Spence and Joel Roberts were absent.

h) Health Week – Winter Park Health Foundation

Joan Carragher and Amanda Day, Winter Park Health Foundation representatives explained that Health Central Florida, a community partnership founded by Florida Hospital and the Winter Park Health Foundation, is proposing to do a fun, non-permanent installation of "giant carrots" in area parks and central areas in Winter Park, Maitland and Eatonville. The giant fiberglass carrots would be approximately 4 feet tall and would loosely hinge closed around trees. With the green tree tops, it creates the appearance of a giant carrot. The large carrots will pop up in different locations throughout the three cities at various times and stay up for a week or less at a time. The goal is to make Winter Park, Maitland and Eatonville the healthiest communities in the nation by encouraging healthy eating and active living. This is a fun, highly visible way to spread that message.

Motion made by Julio de Arcos to approve the installation of giant carrots in Winter Park; seconded by Janet Atkins. The motion carried unanimously with a 6-0 vote. Marni Spence and Joel Roberts were absent.

New Business:

i) Concourse d'Elegance - Update

Tim Webber, Concourse d'Elegance Executive Director gave an update on the November 10, 2013 Concourse d'Elegance. He also thanked the board for their continuous support.

Staff Report:

1. Mr. Holland gave an update on the special events occurring in March. He added that the City of Winter Park, Friends of Fleet Peoples Park and more than 100 residents and volunteers will join forces to build a new playground at Fleet Peoples Park on March 2, 2013.

Non Agenda Item

1. Fred Jones thanked city staff for their assistance with the Rotary Club's Chili for Charity on February 20th.
2. Mr. Palumbo suggested more of a police/park ranger presence at Fleet Peoples Park since there have been recent car break-ins at the park.
3. Woody Woodall suggested that Central Park become a non-smoking park. Mr. Holland explained that there are signs that discourage smoking in the park.

Next Meeting – March 27, 2013 @ 5:00 p.m., Parks & Recreation, Community Center conference room.

The meeting adjourned at 6:37p.m.

Nancy McLean
Recording Secretary

March 18th, 2013

Winter Park - Parks and Recreation Advisory Board

Re: Floating Lantern Memorial at Fleet Peeples Park

Dear Board Members,

We, the undersigned, are requesting permission from the Advisory Board to allow us to host a special lantern floating memorial at Fleet Peeples Park on July 27th, 2013. Following the eastern Asian tradition of placing message-carrying lanterns afloat to honor lost loved ones, we intend to create an event dedicated to the memories of departed canine companions.

As you are very well aware, dogs have long been considered "man's best friend," and they have certainly earned the title. For that reason, few things are more heartbreaking than losing this wonderful relationship. The heart ache and emptiness that wells up inside is very real, and for most of us the pain can linger, for the loss of a pet doesn't break the special bond of love that tied us together.

The aim of Lantern Floating Memorial is to give people a personal moment to allow them to grieve for their pet, to acknowledge the reality of the death and to have others acknowledge it and respect the depth of their grief. It will give them one last opportunity to say goodbye. This event will be a collective experience where families, friends and even strangers will reach out with love and understanding to support one-another.

We intend to create a memorable evening with the common goal of honoring, appreciating, and grieving our beloved, while providing an atmosphere of comfort and peace to those who have lost the unconditional love only a dog can provide.

Floating Lantern Memorial will provide a much needed service, as communities are strengthened when given the opportunity to share common human values and experiences. We can't think of a better place to hold this event than our cherished Fleet Peeples Park, the same park that for nearly a decade has been synonymous with "dog heaven."

The event, coordinated by Encore Events, LLC., will take place from 6pm to 10pm and it anticipates:

- Attendance of up to 400 in its 1st year
- Becoming a source of pride for residents, increasing their sense of connection to our community
- Serve as a showcase for local talent

- Support from our local businesses and community organizations, as well as numerous volunteers and individuals
- A portion of the proceeds to assist in the creation of an organization specifically designed to provide services to pet owners affected by the housing crisis

We are aware that the next meeting of the Board is scheduled for March 27th and we would love for our plans to be reviewed at that time. We live in a great community and, as you know, this did not happen by chance. It was due to wise decisions made over the years and more importantly, the strong relationship between our community and the local government.

We need your help; therefore, we hereby ask the City of Winter Park for permission as well as assistance with resources to help us make the above a reality.

Thanks so much for your attention to this matter.

Sincerely,

Floating Lantern Memorial Team
Jannette matos
Alanna Leaptrot
Elizabeth Mcarthy

**CITY OF WINTER PARK
PARKS AND RECREATION DEPARTMENT
FLEET PEEPLES PARK USE APPLICATION**



454728445

Organization Name: Encore Events, LLC

Contact Name: Jannette Matos

Address: 1510 Lake Baldwin Lane Apt. C

Work Phone: _____ Home Phone: _____ Cell Phone: 561-577-7050

Organization Status: Profit: x Registered Non-Profit: _____ If so, what type? _____

Tax Number: _____ 454728445 Other (specify) _____

Proposed Event Date: July 27th, 2013 Second Choice: July 28th, 2013

Event Time: 6-10pm Set up time: 4pm Break Down Time: 10pm

Are dates/times flexible? NO Alternate Dates: _____

Type of Event: Floating Lantern Memorial Is this a Fundraiser? YES

Describe Event in Detail: _____
(Attach detailed outline)

Area of Park Requested: Amphitheater Stage

Portable Stage?(user provided) YES List Electricity Requirements? not yet determined

Expected size of Crowd: 399 Estimated Parking Requirements? None

Will there be amplified music? YES If Yes, type: _____ Hours: 6-10pm

Amplified Voices: YES If Yes, type: _____ Hours: 6-10pm

Are you proposing tents: NO If Yes, type: _____

***The use of tent stakes in Fleet Peeples is Strictly Prohibited. Tents must be secured with weights.

Is the consumption of alcoholic beverages requested? NO If yes, will it be sold? N/A

Are you proposing to sell anything? YES T-shirts? YES Posters? NO

Other (describe): Vendors will sell their merchandise and/or advertise their business

Are you proposing food sales? NO If Yes, type: _____

Describe in detail? _____

Will there be displays? YES If Yes, type: Posters no larger than 6x3

Are banners/signs requested? YES If Yes, type: No larger than 6x3

Describe banners/signs in detail. What will they say and how many: paper color or vinyl
No more than 5 advertising the event

Please note that the display banners and signs severely limited and subject to zoning and park regulations.

Will there be booths: YES If Yes, type: 10x10

Describe booth contents and numbers in detail: 10 w/pet related items/services

What Sanitation Facilities are planned? Public restrooms + portalets

Fleet Peeples Park has limited restrooms. The City of Winter Park requires two portalets per 300 people if no food or drink is on site. If there is food and/or drink on site, two portalets per 125 people are required. The City does not provide portalets.

What Clean up Arrangements will be made? By event coordinators and volunteers

Have you held this event in the past? NO Where? _____

Size of Crowd at previous event? N/A Date of Last Event? _____

Name and Phone Number of location official at Last Event: N/A

How will event be advertised/marketed? Local advertising and publications in surrounding areas

How many event staff members will you provide, describe duties: 13

Pre-event preparation, Sign-in tables, Welcome committee, Lantern distribution, Customer service, Post-event cleanup

The City of Winter Park charges a fee for use of Fleet Peeples Park, see fee schedule. Further, a deposit equal to the fee is required and is refundable subject to the condition of the park post event. A certificate of insurance may also be required.

"By execution hereof, the undersigned releases and discharges and agrees to hold harmless the City of Winter Park from any and all claims, demands, action, or right of action arising out of or by reason of the use of City Owned Facilities, except due to the sole negligence of the City" **FLEET PEEPLES PARK IS A DOG FRIENDLY PARK**

By signing below, client acknowledges receipt of and understanding of facility rules and regulations on a separate sheet.

Jannette Matos March 21st, 2013

SIGNATURE DATE

For Office Use Only: Parks and Recreation Board Agenda Date (if needed) _____

Dep Ck # _____ Parks and Recreation Board Approval: _____ If Yes, list conditions of approval if any: _____

Deposit Rec # _____

Dep Date: _____ Rental Fee Receipt #: _____ Check Number: _____ Date Paid _____

Refunded _____ Comments: _____

Retained: _____

Date Ref/Ret: _____ STAFF SIGNATURE: _____ DATE: _____



John Miller
Parks & Recreation
Winter Park, PL

Subject: Third World 40th Anniversary Tour – Winter Park, FL

Dear John Miller,

The Caribbean American Passport (CAP) Foundation was founded in 2013 to serve as the platform for the promotion and preservation of our unique Caribbean American culture. CAP Foundation is committed to providing cultural events and activities specifically designed and created to showcase the diversity of the culture that makes us Caribbean American.

CAP Foundation will be hosting the world renowned Third World band during their 40th Anniversary tour as they will be visiting Orlando. The Third World 40th Anniversary tour is being presented under the theme of 'Reggae and Culture up Close'. The live open-air concert is being planned for August 12th 2013 in Winter Park at the Central Park location. This event will be free to the public and will feature the music and the culture of our Caribbean American community.

CAP Foundation is the non-profit arm of the Caribbean American Passport News Magazine and we work with other non-profit community organizations to provide the support necessary for the preservation and promotion of our culture. This event is scheduled to be an early evening cultural extravaganza starting in the evening about 4:00pm and ending about 10:00pm. The expected crowd is between 2,000 to 3,000 people; we plan on utilizing Taylor Rental to supply all white tents; 4 beverage bars and 1 merchandize tent – there will not be any food tents and we will be encouraging our attendees to support the local restaurants and businesses along the Park Ave strip.

This event will be publicized utilizing our multi-media platform including newspaper ads, email/internet marketing, radio ads and printed posters. We anticipate utilizing local street parking along with any/all public parking facilities in the area – a Maintenance of Traffic Plan will be designed and utilized if deemed necessary. The legendary Third World band has been recognized world-wide for the pure, clean, cultural presentation of reggae music. This event is intended to utilize these reggae icons to not just showcase our Caribbean-American culture and

Caribbean American PASSPORT



Dedicated to the Promotion and Preservation of Caribbean Culture

FOUNDATION

style but also to provide a platform to showcase Sun Rail System and their station in Winter Park. We intend to utilize this concert and showcase event to bring about the cultural awareness necessary to bridge the gap between culture, environmental issues and economics. This event is being planned and implemented in conjunction with the local Sun Rail marketing firm as a possible showcase event for Sun Rail systems. We intend to utilize the legendary Third World band to bring the local community into an up-close and personal experience with Sun Rail.

Part proceeds from this event will go directly to community outreach activities, after school programs and community non-profit groups and organizations. We are open to any suggestions for local, Winter Park based, non-profit organizations that are in need of support and we will allocate specific funding to support the specified non-profit.

This strategic partnership and awareness is important for the survival of our culture and our community.

The CAP Foundation and Caribbean-American community looks forward to your support of this event as we strive to showcase the diversity of our community in the greater Orlando area.

Sincerely,

Samuel J Roberts

Samuel Roberts
CFO/Roberts & Roberts Group of Companies
407-810-6435 Cell
407-386-7925 Fax

**CITY OF WINTER PARK
PARKS AND RECREATION DEPARTMENT
CENTRAL PARK USE APPLICATION**



Organization Name: CARIBBEAN AMERICAN PASSEPORT FOUNDATION
 Contact Name: SAMUEL J. ROBERTS
 Address: 1230 HILLCREST ST STE 101, ORLANDO 32803
 Work Phone: 407-427-1800 Home Phone: 407-823-9425 Cell Phone: 407-810-6435
 Organization Status: Profit: _____ Registered Non-Profit: If so, what type? _____
 Tax Number: 80-088-8192 Other (specify) _____
 Proposed Event Date: OCTOBER 5TH Second Choice: OCT 20TH
 Event Time: 4:00 PM Set up time: 2:00 PM Break Down Time: 10:00 AM
 Are dates/times flexible? _____ Alternate Dates: _____
 Type of Event: CULTURAL/REGGAE Is this a Fundraiser? _____
 Describe Event in Detail: THIRD WORLD 40TH ANNIVERSARY DMR & SUN RAIL SHOWCASE
 (Attach detailed outline) EVENT. PROVIDING A COMMUNITY REGGAE UP CLOSE EVENT
 Area of Park Requested: _____

Stage? YES List Electricity Requirements? YES
 Expected size of Crowd: 2000 Estimated Parking Requirements? YES
 Will there be amplified music? YES If Yes, type: LIVE BAND Hours: 5:00 - 9:00
 Amplified Voices: YES If Yes, type: " " Hours: " "
 Are you proposing tents: YES If Yes, type: WHITE POPUP
 ***The use of tent stakes in Central Park is Strictly Prohibited. Tents must be secured with weights. YES
 Is the consumption of alcoholic beverages requested? YES If yes, will it be sold? YES
 Are you proposing to sell anything? YES T-shirts? YES Posters? CULTURAL MERCHANDISE
 Other (describe): FLAGS, CRAFT, ART ETC.

Are you proposing food sales? NO If Yes, type: _____
 Describe in detail? _____
 Will there be displays? YES If Yes, type: ART, CRAFT
 Are banners/signs requested? YES If Yes, type: SPONSORS & PROMOTIONAL
 Describe banners/signs in detail. What will they say and how many: SPONSORS INFO & EVENT DETAILS

Please note that the display banners and signs severely limited and subject to zoning and park regulations.
 Will there be booths: YES If Yes, type: BEVERAGE BAR & MERCHANDISE
 Describe booth contents and numbers in detail: " "
 What Sanitation Facilities are planned? PORT-A-POTTIES
 Central Park has no restrooms. The City of Winter Park requires two portalets per 300 people if no food or drink is on site. If there is food and/or drink on site, two portalets per 125 people are required. The City does not provide portalets.

What Clean up Arrangements will be made? OTHER WILL BE PROVIDED
 Have you held this event in the past? NO Where? N/A
 Size of Crowd at previous event? N/A Date of Last Event? N/A
 Name and Phone Number of location official at Last Event: N/A

How will event be advertised/marketed? MULTI-MEDIA PLATFORM, EMAIL, PRINT, RADIO
 How many event staff members will you provide, describe duties: 20-30 OTHER FOR CROWD CONTROL, CLEAN UP & BASIC SITE CONTROL

The City of Winter Park charges a fee for use of Central Park, see fee schedule. Further, a deposit equal to the fee is required and is refundable subject to the condition of the park post event. A certificate of insurance may also be required. "By execution hereof, the undersigned releases and discharges and agrees to hold harmless the City of Winter Park from any and all claims, demands, action, or right of action arising out of or by reason of the use of City Owned Facilities, except due to the sole negligence of the City"

By signing below, client acknowledges receipt of and understanding of facility rules and regulations on a separate sheet.
Samuel J. Roberts 03-22-13
 SIGNATURE DATE

For Office Use Only:	Parks and Recreation Board Agenda Date (if needed)
Dep Ck # _____	Parks and Recreation Board Approval: _____ If Yes, list conditions of approval if any: _____
Deposit Rec # _____	
Dep Date: _____	Rental Fee Receipt #: _____ Check Number: _____ Date Paid _____
Refunded _____	Comments: _____
Retained: _____	
Date Ref/Ret: _____	STAFF SIGNATURE: _____ DATE: _____

**CITY OF WINTER PARK WINTER PARK
FAMILY Y.M.C.A. CADY WAY POOL
COMPLEX AGREEMENT**

THIS AGREEMENT, made effective as of ____day of _____, 2013 between the City of Winter Park, Florida, a municipal corporation existing under the laws of the State of Florida (the "City"), and Winter Park Family Y.M.C.A., a Florida Corporation not for profit.

WITNESSETH

WHEREAS, the City is the owner of the swimming pool and other buildings located at 2325 Cady Way, Winter Park, Florida ("Premises"); and

WHEREAS, the City deems it advantageous to itself to enter into an agreement regarding the operation of the Premises by Winter Park Family Y.M.C.A; and

NOW, THEREFORE, for and in consideration of the foregoing Premises, and in consideration of the covenants and agreements hereinafter contained, the City and Winter Park Family Y.M.C.A. agree as follows:

- 1.) **Term:** The term of this agreement shall be for a period of three (3) years, commencing on April 13, 2013 and terminating on April 12, 2016 subject to prior termination as hereinafter provided. This contract is renewable upon agreement of both parties.
- 2.) **Duties and Responsibilities of Y.M.C.A.:** During the term of this agreement Y.M.C.A. agrees:
 - (a) To operate a quality-swimming program at their own cost, risk and expense.
 - (b) To staff the pool with an adequate number of qualified lifeguards
· during all hours of operation.
 - (c) To provide the City with proof of certification for all lifeguards.
American Red Cross or Y.M.C.A. certified (or accepted equivalent), required on an annual basis.
 - (d) To provide on an annual basis and maintain during the term of this agreement, at its own expense, a policy of Public Liability Insurance or other coverage satisfactory to the City, protecting the Y.M.C.A. and City against claims for personal injury, bodily injury, death or property damage occurring on, in or about the Premises. Such policy of insurance shall have limits of not less than one million dollars

(\$1,000,000) per occurrence and at least two million dollars (\$2,000,000) in the aggregate. The policy shall name the City as an insured of this agreement with a Certificate of Insurance indicating coverage in favor of City, and each renewal certificate of such policy shall be furnished to City at least thirty (30) days prior to the expiration of the policy it renews. Such policy of insurance shall contain an agreement by the insurer that such policy shall not be canceled without (30) days prior written notice to City. The Y.M.C.A. agrees to provide the City with copies of the paid premium bills on said policy upon demand therefore by City.

- (e) To pay for gas or electricity to heat the pool if the heater is repaired or replaced.
- (f) To pay for all reasonable and necessary pool chemicals, janitorial and bathroom supplies.
- (g) To operate full range of swimming programs. To operate open (Recreational) swimming as delineated by Appendix A. Requests for changes in hours of operation or programs must be submitted in writing by Y.M.C.A. and approved by the Director of Parks and Recreation Department.
- (h) To charge fees as delineated by Appendix B. Requests for changes in fees and or prices must be submitted in writing and approved by the Director of the Parks and Recreation Department and City Commission.
- (i) To maintain the pool, locker rooms and surrounding areas in a clean and safe manner. The Director of Parks and Recreation or his representative will perform periodic inspections.
- (j) To provide and pay for a telephone for the Aquatics Program.
- (k) To provide minor equipment and facility repair to the Premises not to exceed two thousand dollars (\$2,000) per calendar year, except that Y.M.C.A. shall be responsible for all repairs and damages occasioned by its own negligent or wrongful acts or omissions without any limitation.
- (l) To provide an annual financial report with full financial records and accounts in respect to the Cady Way Pool operation, which records and accounts shall at all times be available for inspection by the City, its auditors and Finance Director.

(m) To seek Parks and Recreation Commission approval for special events proposed to extend normal operating hours, excluding the annual "WEEKENDS 5TH Quarter Dance" and Y.M.C.A. "Dive-In Movies".

3.) **Compliance with Laws:** The Y.M.C.A. agrees that it will comply with all present and future laws, ordinances, rules and regulations of the United States, the State of Florida, Orange County, the City of Winter Park, and any and all agencies thereof (including but not limited to those relating to health and sanitary conditions, safety and fire prevention) and will not use or cause the Premises to be used for any illegal, unsafe or immoral purpose.

4.) **Duties and Responsibilities of the City of Winter Park:**

(a) To provide reasonable water at no cost to the Y.M.C.A.

(b) To provide reasonable and necessary electricity, with the exception of that which is used to heat the pool, at no cost to the Y.M.C.A.

(c) To provide reasonable and necessary waste collection at no cost to the Y.M.C.A.

(d) To provide exclusive use of all structures within the Cady Way Pool Complex.

(e) To maintain grounds.

5.) **Termination:** (a) If for any reason the Y.M.C.A. fails to perform its obligations pursuant to this agreement, the City may terminate this agreement upon thirty (30) days written notice to Y.M.C.A. If for any reason, the City is unable to perform its obligations pursuant to this agreement, the Y.M.C.A. may terminate this agreement upon thirty (30) days written notice to the City.

(b) Y.M.C.A. acknowledges and understands that the Cady Way Pool Complex is in an area where a number of developments, redevelopments, and other changes are believed likely to occur over the succeeding years, and perhaps during the term of this agreement. Y.M.C.A. acknowledges and agrees that should the City determine that it is necessary or advisable to terminate this agreement to facilitate changes or improvements to the pool complex, the parks and recreational facilities in the area, the streets or utilities in the area, changes to or relocation of public school facilities, or for other similar reasons, the City in its sole discretion may terminate this agreement upon thirty (30) days' written notice to Y.M.C.A.

6.) **Indemnification of City:** The Y.M.C.A. shall, up to and including the sum of one million dollars (\$1,000,000), indemnify, save harmless and defend City from and against all liabilities, obligations, damages, penalties, claims, attorney's fees and costs, charges and expenses, which may be imposed upon or incurred by or asserted against City by reason or arising out of or in connection with any of the following occurrences during the term of this agreement:

- (a) Any accident, injury or damage to any person or property occurring in, on or about the Premises;
- (b) Any failure on the part of the Y.M.C.A. to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this agreement on the City's part to be performed or complied with; or
- (c) Any failure on the part of Y.M.C.A to comply with any governmental authority;

The City of Winter Park's right to indemnity hereunder shall arise notwithstanding that joint or concurrent liability may be imposed on City by statute, ordinance, regulation or other law.

7.) **No Warranties:** The City makes any representations or warranties regarding the condition of the Premises or its fitness for the particular uses contemplated by this agreement. If the pool on the Premises becomes inoperable due to maintenance or other reasons, this agreement shall abate during any such non- operational period, and City shall not be liable to Y.M.C.A. for any costs or damages incurred by Y.M.C.A. as a result of such abatement.

8.) **Major Repairs:** If any repairs exceeding two thousand dollars (\$2,000) are required to be made to Premises in any calendar year ("Major Repairs"), the Y.M.C.A. shall not be liable therefore, provided the damage necessitating such repairs was not caused by a negligent, wrongful or intentional act or omission of Y.M.C.A. **If** Major Repairs are necessary in order to render pool operable, the City, at its option, may make such repairs or not make such repairs. If City elects not to make such repairs, the Y.M.C.A. may terminate this agreement upon thirty (30) days written notice to City.

IN WITNESS WHEREOF, the City of Winter Park and Winter Park Family Y.M.C.A. have caused this agreement to be executed as of the day and year first above written.

Signed, sealed and delivered In the presence of:	City of Winter Park, Florida
_____	BY: _____
_____	Mayor Kenneth W. Bradley "City"

Winter Park Family Y.M.C.A
A Florida Corporation Not for Profit

_____ BY: _____
Title: _____

**FIRST AMENDMENT TO CITY OF WINTER PARK
FARMERS' MARKET USE AGREEMENT**

THIS FIRST AMENDMENT CITY OF WINTER PARK FARMERS' MARKET USE AGREEMENT ("First Amendment") is entered into this ___ day of _____, 20__, by and between the CITY OF WINTER PARK, ("City"), and _____, ("Vendor").

RECITALS:

WHEREAS, the City and Vendor entered into a CITY OF WINTER PARK FARMERS' MARKET USE AGREEMENT, ("Agreement"), on ___ day of _____, _____;

WHEREAS, the Farmers' Market has been an institution of the City of Winter Park for many years, and the City desires to continue its successful operation;

WHEREAS, the City's capacity for vendors is limited by the space currently available at the location of the Farmers' Market;

WHEREAS, the City has an interest in providing an appropriate variety of products for sale at the Farmers' Market and maintains such variety by allocating vendors among market categories as provided in Vendors Categories Percentage section of the City of Winter Park Farmer's Market Policies;

WHEREAS, the City seeks to ensure that an appropriate variety of products are sold by regulating the assignment of vendor booths to entities that fully own or control Vendor and offer for sale the same or substantially similar product(s) as Vendor;

WHEREAS, the parties now wish to amend the Agreement to provide that Vendor may assign its contract only with the written permission of the City.

NOW THEREFORE, in consideration of the covenants and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **ASSIGNMENT.** Vendor may not assign this Agreement, unless Vendor has obtained written permission of the City for such assignment. Assignment will be at City's sole discretion, and will only be permitted by the City where the assignee is an

entity that has obtained full ownership or control of Vendor and that will offer for sale the same or substantially same product(s) that Vendor listed in the “ITEMS TO BE SOLD” section of the Agreement. Vendor must provide City all written documentation and other information requested by City to ensure, to the City’s satisfaction, that the Vendor fully owns or controls assignee.

This First Amendment is effective as of _____, 20___. The parties agree to the faithful performance of the terms and conditions specified herein and subscribe their agreement by executing hereon.

CITY OF WINTER PARK

VENDOR

By: _____

By: _____

Date: _____

Date: _____

Attest:

By: _____

CITY OF WINTER PARK
FARMERS' MARKET POLICIES

Approved by City Commission 8/8/00
Updated 5/17/2012

1. GENERAL

- A. The Market will operate on Saturday from 7:00am to 1:00pm.
- B. Each vendor must obtain an occupational license from the City of Winter Park.
- C. Vendors must be set up not later than 6:30am, so that there is no interruption in service
- D. Vendors will be limited to the sale of plants, bakery, produce, consumable items, related items sold by Farmer's Market vendors and holiday/seasonal items. The sale of other retail flea market items will not be allowed, crafts and antiques sale will not permitted. Additional Products must be approved by the Parks and Recreation Commission
- E. Vendors must obtain, display and keep current applicable state, county and city licenses. All vendors are required to display business names at all times.
- F. Large trucks, those over 1.5 tons must unload and exit the area no later than 6:00am
- G. Vendors who must use a vehicle as an integral part of their business are limited to a vehicle with a weight of 1.5 tons or less. Using the vehicle as a holding area is not considered integral to the business.

2. VENDOR CATEGORIES

- A. Full time vendors' must pay on the last Saturday of each month or entire upcoming month and will be provided a reserved space. A vendor who participates a minimum of forty weeks a year and is provided a reserved space.
- B. Part-time Vendors are vendors that sell seasonal merchandise and participate on a weekly or part-time basis. Seasonal vendors may receive a stall on a weekly basis with no permanent location or six working days prior to Market date and must pay the Saturday one-week prior to the requested market date.
- C. Due to safety and health reasons, dogs are not allowed in the building. Dogs are however allowed on leashes on the grounds.

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D. The City reserves the right to relocate vendors within the market and to limit the quantity of stall space sold to any vendor.

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E. Vendors are responsible for cleanup in the vicinity of their operations

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F. Space for charitable nonprofit groups shall be limited to one group per week and two times per year per group. These groups will not be required to pay the published fees but submit their request in writing to the Division Chief for approval.

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G. Three consecutive no shows will constitute an automatic termination

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H. First offense of fraction will carry a written warning. A second offense will result in terminating a vendor.

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I. No one vendor may reserve more than 10% of the market space.

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Vendors Categories Percentage:

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- 1. Produce Vendors.....20% of present Market Vendors
- 2. Large Plant Vendors.....25% of present Market Vendors
- 3. Small Plant Vendors.....10% of present Market Vendors
- 4. Bakery Vendors.....10% of present Market Vendors
- 5. Primary Small Vendors.....35% of present Market Vendors
- 6. No more than two primary small vendors may utilize the Market at one given time.
- 7. Secondary items must cover an area no greater than 25% of the total display space assigned to the vendor

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Full Time Vendors Fees:

Part-Time Vendors Fees:

(A) 12x10' space- \$21.00	(A) 12x10' space- \$31.00
(B) Additional 6 feet- \$12.00 per week	(B) Additional 6 feet- \$22.00 per week
(C) 12x10' inside space with or without Electricity- \$27.00 week	(C) 12x10' inside space with or without Electricity- \$37.00 week
(D) Outside space with electricity- \$25.00	(D) Outside space with electricity- \$35.00
Per week	Per week

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Farmers' Market Categories Definition

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Listed below are general guidelines for categories at the Winter Park Farmers' Market. The Winter Park Farmer's Market is one of the few markets in Florida that monitor categorizes the type of vendor it has. General vendors consist of a vendor that is allowed to carry any items that fall under the category of produce, large plants, small plants and bakery. It may also consist of items that are sold by a primary small vendor example; the small plant vendor may sell orchids which are also sold by a primary small vendor that only sell orchids. Below is the list of categories and a brief description.

- **Produce Vendor**- 20% of the present market vendor space
Definition- a vendor that can sell any type of products related to citrus, vegetables, cultivated or naturally grown items of relation to produce (Example: produce vendor may carry citrus in addition to us having two primary small vendors that sell citrus)
- **Large Plant Vendor** – 25% of the present market vendor space.
Definition- a vendor that sells general plant products ranging from large landscaping items to small potted plants, and flowers
- **Small Plant Vendor** – 10% of the present market vendor space.
Definition- a vendor that sells general plant items such as: foliage, potted plants, annuals and flowers. (Example: small plant vendor may sell orchids in addition to us having two small primary vendors)
- **Bakery Vendor** -10% of the present market vendor space.
Definition- a vendor who sells baked goods, dessert, pastries, and pies. (Example: a bakery vendor may sell bread in addition to us having two small primary bread vendors)
- **Primary Small Vendor** – 35% of the present market vendor space.
Definition –these vendors consist of any vendor that falls under the guidelines for the Farmers market, these vendors can only specialize in one product. No More than two primary small vendors may utilize the Market at one given time
- **Seasonal Vendors** – These are vendors that can sell any product two weeks before the following holidays: Valentine's Day, Easter, Mother's Day, Father's Day and out Christmas Holiday Season which is November 1-December 31. These items must be themed related to the particular holiday.

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CITY OF WINTER PARK SATURDAY FARMERS' MARKET USE AGREEMENT

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1. Reservation Hours: Monday-Friday 8am-5pm. Reservation office 407-599.3397.
2. Fees shall be charged according to the current fee schedule as set by the City of Winter Park Commission. All fees are subject to sales tax.
3. Deposits will be refunded only if two weeks notice is given prior to termination of agreement.
4. Three consecutive no shows will result in termination of this agreement and lost of deposit.
5. Checks or Money Orders are accepted, made payable to The City of Winter Park.
6. Spaces reserved should include front and side display area and signs.
7. The City will not be responsible for any articles left at the facility.
8. City property or equipment may be utilized only with permission of the Farmers' Market.
9. Vandalism, breakage, and possible hazardous conditions must be reported to the Farmers' Market.
10. The use of nails, tacks, or staples on City tables, walls, or structures is prohibited.
11. Clean up must include placing all garbage in cans, taking down displays, picking up litter indoors and out.
12. The City of Winter Park reserves the right to cancel any contract with one week's notice.
13. SMOKING IS NOT PERMITTED IN ANY CITY OF WINTER PARK FACILITY.
14. No LP gas or propane in pressurized containers are permitted inside market.
15. Maximum occupant loads are mandated by Fire Marshal and may not be exceeded.
16. Candles or alcohol burning equipment shall be placed on a non-combustible, well-supported base with flame protection.
17. Subletting or loaning a space is prohibited. Violation will result in loss of deposit and forfeit of renewal right.
18. The City of Winter Park reserves the right to refuse rental or to terminate rental with any vendor with refund and return of unused rent when it is deemed in the best interest of the market. Unprofessional, disruptive, disorderly conduct or disobeying rules or general uncooperative behavior are some of the reasons for termination of rental agreement with one week's notice
19. The market is not responsible for any liability arising out of negligent acts of the vendor or their employees or for any injuries sustained by employees of vendors. Vendors should obtain adequate property liability and workmen's compensation insurance to cover their property and liability.
20. All merchandise and signs must be kept within your display area. Signs must deal with vendors merchandise and business. Display racks and boards are allowed if constructed in a safe manner with out damage to City's property. All display, nails, staples, etc. must be removed at the end of the day. All electricity must be approved for amperage.
21. Vendors are required to clean up their rental area at the close of business day and clean up is described above. Rental spaces shall be maintained as neat as possible during the business day. Items may not be left at the Market without permission of Assistant Director.
22. No drugs or drug related paraphernalia shall be bought or sold at the Market.
23. The Farmers Market is CLOSED EVERY THIRD SATURDAY IN MARCH DUE TO THE WINTER PARK SIDEWALK ART FESTIVAL
24. We require that all vendors must have a Sales Tax Number and must collect and report sales tax.

25. All vendors must sign a contract prior to Market operation. This contract may not be assigned, unless Vendor obtains written permission from the City for such assignment. Assignment will be at the City's sole discretion, and will only be permitted by the City where the assignee is an entity that has obtained full ownership or control of Vendor and that will offer for sale the same or substantially same products that the Vendor listed in the "ITEMS TO BE SOLD" section of the Agreement. Vendor must provide to City all written documentation and other information requested by City to ensure, to the City's satisfaction, that the Vendor fully owns or controls assignee.

26. A refundable deposit will be required by all vendors as dictated by the current fee schedule. The deposit or a portion of the deposit will be retained by the City of the reasons listed below. In the event of damage, this amount deducted from the deposit will be determined by the cost of materials and the hours of labor needed for repair; additional billing may occur depending on the extend of damage:

- Damage to building, equipment, property, or excessive cleaning required.
- Coming in the Market area with vehicle prior to closing time.
- Use of space that have no been rented or reserved.
- Misrepresentations of the vendor or the type of product being sold.
- Cancellation with no notice prior to Market time, three consecutive not shows will result in the loss of deposit and contract cancellation.
- Failure to remove all equipment from the Farmers' Market property by the end of scheduled time.
- Violation of contract rules regulations.
- Failure to remove all articles from refrigerator and freezer.
- Placing cardboard boxes in dumpster.

27. For License Information,

- Orange County Business Tax Receipt 407-836-5650
- Division of Plant Industry 888-397-1517
- Annual Food Permit 800-435-7352
- Department of Business & Professional Regulations 850-487-1395

28. By execution hereof, the undersigned releases and discharges and agrees to hold harmless the City of Winter Park from any and all claims, demands, action, or right of action arising out of or by reason of the use of the Saturday Farmers' Market except due to the sole negligence of the City. This contract may not be assigned, unless Vendor obtains written permission of the City for such assignment, which will only be grant, under the conditions specified in paragraph 25 of the City of Winter Park Saturday Farmers' Market Use Agreement.

Signature of Vendor

Date

CITY OF WINTER PARK
FARMERS' MARKET USE APPLICATION

NAME: _____ SS#: _____ PHONE: _____

BUSINESS: _____

BUSINESS ADDRESS: _____

PHONE: _____ REQUESTED START DATE: _____

CHECK THOSE APPLICABLE: _____ OUTSIDE BOOTH _____ INSIDE BOOTH
_____ ELECTRIC NEEDED _____ # BOOTHS REQUESTED
_____ FULL TIME _____ SEASONAL/PART TIME

ITEMS TO BE SOLD: (specify by name) items must be approved Type of carry out bag used?

FOR OFFICE USE ONLY

WEEKLY FEE: _____ CONTRACT NUMBER: _____

VERIFICATION OF LICENCE COPY ON FILE _____ OC BUSINESS TAX RECEIPT _____

DBPR #: _____ ANNUAL FOOD PERMITS: _____

PLANT CERT: _____ WP BUSINESS TAX RECEIPT: _____

DEPOSIT: \$ _____ CHECK #: _____

RECEIPT: _____

By signing below, the undersigned agrees to all of the rules and regulations on the reverse side.

SIGNATURE: _____ DATE: _____

VALID THROUGH: _____ COMMENTS: _____

Authorized by _____ Date: _____

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