

Parks & Recreation Advisory Board

April 23, 2014 at 1:00 pm

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



1 Consent Agenda

- a. Approval of Minutes March 26, 2014 Meeting
- b. Radio Disney Central Park

2 Action Items

- c. 2nd Annual Winter Park Canine Memorial Fleet Peeples Park
- d. Request for Fee Reduction for Facility Winter Park Day Nursery
- e. Rules and Standards for Rate Adjustments
- f. Policy Review: Civic Center, Community Center (rentals), Farmers Market Building and Saturday Market

3 New Business

- 4 Staff Report
- 5 adjourn

Next Meeting - May 28, 2014 @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."

PARKS AND RECREATION ADVISORY BOARD WORK SESSION March 26, 2014

The meeting was called to order by Vice Chairman Woody Woodall at 5:00 p.m. at the Winter Park Community Center in conference room C.

Staff present:

Assistant Director Brenda Moody

Assistant Director Ronald Moore

Recording Secretary Nancy McLean

Assistant Director Chuck Trice Lieutenant Randy Durkey - WPPD

Advisory Board Members present:

Chairman Blair Culpepper (arrived 5:14 p.m.)

Vice Chairman Woody Woodall

Michael Palumbo Janet Atkins

Fred Jones (arrived 5:06 p.m.)

Julio de Arcos

Advisory Board Members absent: Staff absent:

Joel Roberts Director John Holland

Marni Spence

Guests:

Gail Robinson, St. Margaret Mary Church, Jill Altomare, Park House Academy, Executive Director Ali DeMaria, Winter Park Day Nursery, Executive Director Tim Webber, Concours d'Elegance, Patrick Chapin, Chamber of Commerce and Rick Frazee, Mt. Vernon Inn

Consent Agenda:

a) Approval of Minutes - February 26, 2014 meeting

Motion made by Janet Atkins to approve consent agenda item 'a'; seconded by Michael Palumbo. The motion carried unanimously with a 4-0 vote. Blair Culpepper, Fred Jones, Joel Roberts and Marni Spence were absent.

b) 15th Annual Pet Costume Contest – Central Park

Motion made by Michael Palumbo to approve consent agenda item 'b'; seconded by Janet Atkins. The motion carried unanimously with a 4-0 vote. Blair Culpepper, Fred Jones, Joel Roberts and Marni Spence were absent.

Action Items:

c) 11th St. Margaret Mary Easter Sunrise Service – Central Park

Representative Gail Robinson requested the use of Central Park for a Easter Sunrise Service on April 20th from 6:30 a.m. to 7:30 a.m. and she stated that there would be amplified sound.

Assistant Director Brenda Moody addressed that there is a noise ordinance in place that prohibits the use or operation of sound amplification devices. The park guidelines also outline specific times that amplified sound is allowed and that amplified sound may begin at 7:00 a.m. for weekend road races. She commented that staff will speak with the City Manager and see if the ordinance can be waived for this particular event.

Motion made by Michael Palumbo to approve a 7:00 a.m. start time pending the City Managers approval for amplified sound; seconded by Julio de Arcos. The motion carried unanimously with a 5-0 vote. Blair Culpepper, Joel Roberts and Marni Spence were absent.

d) Summer Safety Fair – Central Park

Park House Academy representative Jill Altomare requested the use of Central Park on May 17th to host a free and fun Summer Safety Fair for the residents of Winter Park. The Fair will include art, an instrumental soloist and tents highlighting Winter Park businesses encouraging safe summer practices for children. She explained that they are want to provide this event to the community and hope to make it an annual free event for Winter Park residents and visitors.

Motion made by Janet Atkins to approve the Park House Academy Summer Safety Fair on May 17th at the south end of Central Park; seconded by Blair Culpepper. The motion carried unanimously with a 6-0 vote. Joel Roberts and Marni Spence were absent.

e) Request for Free Reduction for Facility – Winter Park Day Nursery

Executive Director Ali DeMaria stated that Winter Park Day Nursery is celebrating its 75 year of service and requested a fee reduction/waiver for the Winter Park Civic Center on October 5th, 2014.

Woody Woodall commented that the board does not grant fee waivers on the weekend, however, applicants who want to present their request can go before the City Commission. Ms. Moody commented that this could go under item h) Rules and Standards for Rate Adjustments. She recommended the board schedule a work session to discuss this item and the rate adjustment policy.

Motion made by Fred Jones to defer this request until a work session is scheduled; seconded by Janet Atkins. The motion carried unanimously with a 6-0 vote. Joel Roberts and Marni Spence were absent.

f) Business Permit Operating before Park Hours

Assistant Director Ronald Moore spoke on behalf of the applicant and stated that Nikki Athletics is requesting the use of a park for a 5:00 a.m. boot camp class on Monday/Wednesday/Friday.

He commented that the City parks and restrooms currently open at 8:00 a.m. The Track Shack is allowed access to Cady Way Park at 5:00 a.m. and has been approved by the parks board. He added that staff will recommend which park she can use and she will be issued an open space business permit if the board approves the request. Staff will also notify the group that no equipment can be used that may cause a potential noise disturbance.

Motion made by Fred Jones to approve the business permit operating before park hours subject to the noise and location being acceptable to the City and the requesting party; seconded by Janet Atkins. The motion carried unanimously with a 6-0 vote. Joel Roberts and Marni Spence were absent.

g) Concours d'Elegance – Golf Course

Executive Director Tim Webber stated that the Concours d'Elegance has grown in stature as one of the best in the southeast. He commented that he spoke with Director John Holland about the possibility of moving the show from Park Avenue to the golf course. He stated that this is a classic car show and some of the car owners have an issue with their cars being parked on the street. He added that he met with city staff and went through the logistics of the event to ensure that it would operate safely in Winter Park. He also discussed the layout of the cars on the golf course, the event route and the location of the perimeter fence. A portion of the event will be free and a portion will have a gate entry fee. Ms. Moody explained that a new policy will have to be written regarding rental of the golf course and neighbors will have to be notified. The board asked Mr. Webber questions regarding the event.

Motion made by Woody Woodall to approve the concept of the Concours d'Elegance moving to the golf course and to ensure that the Parks Director has the authority to negotiate the event details as well as the fee; seconded by Julio de Arcos. The motion carried unanimously with a 6-0 vote. Joel Roberts and Marni Spence were absent.

- h) Rules and Standards for Rate Adjustments Item tabled until a work session is scheduled.
- i) <u>Policy Review: Civic Center, Community Center (rentals), Farmers Market Building and Saturday Market</u>

Fred Jones suggested the board review the policies at the rate adjustment policy work session. There was consensus from the board to do so.

New Business:

Chamber of Commerce President Patrick Chapin suggested that groups provide further information regarding their events to the board so it can be discussed at the rate adjustment policy work session.

Page 4 of 4
PARKS & RECREATION ADVISORY BOARD WORK SESSION
March 26, 2014

Staff Report

Ms. Moody explained that: Mr. Holland will be in and out of the office for the next few weeks due to surgery; the art festival was very successful; the Friends of Fleet Peeples Park received the funds necessary to being the little dog fence area; applications for the National Gold Medal Award and Playful City USA designation have been submitted; renovations of the Civic Center is complete; construction of a large hexagonal pavilion will take place in Shady Park in May; the 35th Anniversary of the Saturday Farmers Market is May 17th; the 100th Anniversary of the Winter Park Country Club is in September; Mr. Woodall's last meeting is next month; Janet Atkins, Marni Spence and Fred Jones have reapplied to be on the board; and the Parks and Recreation budget process begins in the next two weeks.

Next Meeting – April 26, 2014 @ 5:00 p.m., Parks & Recreation, Community Center conference room.

The meeting adjourned at 6:10 p.m.

Nancy McLean Recording Secretary



April 4, 2014

Dear Johnny,

Radio Disney Orlando is seeking to host Radio Disney Live! Win, Lose or Draw edition in Central Park in Winter Park on Saturday, September 20, 2014 10:00 AM - 3:00 PM. Radio Disney Live is a national tour stopping in 15 Radio Disney markets across the country and ending in Orlando. The event will be free and family-friendly featuring an appearance by a Disney Channel star. Guests will have the opportunity to participate in a round of Win, Lose or Draw, enjoy a Question & Answer session and take part in a meet & greet with the Disney Channel star. In between the activities with the Disney Channel star, the Radio Disney Road Crew will dance and play games with the families.

We would like to set up the Safety Zone sponsored by the Florida Department of Transportation. The Safety Zone includes a 12' orange, safety cone with 3 interactive games on it that teach kids about pedestrian & bike safety and distracted driving.

We will have 5-10 sponsors on-site with booths throughout the park. Sponsor booths will consist of a 10x10 tent with table and chairs, all to be supplied by Radio Disney. Sponsors may have promotional items, print materials and samples to distribute to event attendees. Dole Fruit Squishems is confirmed as the national sponsor for the Radio Disney Live! Tour.

Anticipated attendance is 1,500.

We would ask that Garfield be closed from 7:00a until 5:00p on the day of the event.

We will make arrangements to rent port-o-lets, as required by the City based on our anticipated crowd size. Will also make arrangements through the Police and Fire Departments to have security and EMTs on-site as required by the City. Radio Disney will absorb all costs associated with the production of the event.

Respectfully,

Kimberly Munoz Promotions Manager

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	CITY OF WINTER PARK
	PARKS AND RECREATION DEPARTMENT
	CENTRAL PARK USE APPLICATION
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Contact Name:	himberly Lung arrange as he made
Address:	610 Sycamore St Ste 220 Celebration 34747
Work Phone:	407-566 2033 Home Phone: Cell Phone: 407-592-7813
Organization Status:	(Profit:) Registered Non-Profit: If so, what type?
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Are you proposing food	d sales? O If Yes, type:
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* Park Fee would be \$1.65000 if Approved.

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March 21st, 2014.

Dear Board Members,

We, the undersigned, are requesting permission from the Advisory Board to allow us the use of the dock area at Fleet Peeples Park on Saturday July 26th, 2014 from 7pm to 10pm. On this day, we will be holding our 2 nd floating lantern memorial at Harbor Park. As with last year's event, the evening will conclude with a beautiful procession to the *dock area* of the Fleet Peeples Park, where participants will watch their lantern float on to join the hundreds of glowing memorials illuminating the waters of Lake Baldwin.

The 2nd Annual Winter Park Canine Memorial will be coordinated again by Floating Lantern Memorials, Inc. and it anticipates:

- Double the attendance
- Numerous opportunities for companies to gain exposure
- A showcase for local talent to come together, collaborate, and demonstrate their talent
- Support from our community organizations, as well as numerous volunteers and individuals

We are aware that the next meeting of the Board is coming up and would love for our plans to be reviewed at that time. We intend to create another 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.

Hereby, we ask the City of Winter Park for permission as well as assistance with resources to help us make the 2nd Winter Park Canine Memorial a source of pride for residents and visitors alike, increasing their sense of connection to our community.

Thanks so much for your attention to this matter.

Sincerely,

Floating Lantern Memorials team Jannette Matos Alanna Leaptrot

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

Organization Name:

CITY OF WINTER PARK	1
PARKS AND RECREATION DEPARTMENT	
FLEET PEEPLES PARK USE APPLICATION	
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CITY OF CULTURE AND HERITAGE	
1510 LANK KURRELING SE. 5	
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Work Phone:	5301-577-70	(1) Home Phone:		Cell Phone:	413978 1 4111
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Portable Stage?(user provi	des) 1/2 List E	lectricity Requirem	ents?	en ovalor	3.
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741 S. Pennsylvania Ave. Winter Park, FL 32789 407-647-0505

March 5, 2014

Dear City of Winter Park,

Please review and accept this request for a reduction in fees for your facility for our 75th Birthday Party we are trying to schedule for September 2014 or October 2014 at the Winter Park Civic Center. We currently have 9/14/14 and 10/5/14 being held for us. We would like use of the Civic Center from noon till 7pm (times approximate at this time).

Winter Park Day Nursery is celebrating its 75th year of service our amazing community. We are hoping to have a grand Birthday Party with our community to share and thank everyone for their support over the years.

For 75 years, Winter Park Day Nursery has been a foundation of the Winter Park community, providing quality, affordable preschool education for children. The history of the day nursery is interwoven with the history of the city. It began in response to a community need for childcare. Winter Park area mothers worked at local fruit packing plants, leaving their older children at home to care for the younger ones. Out of need for childcare for working mothers, WPDN was born. Since its formation, the day nursery has educated thousands of children, giving them the head start to enter Kindergarten ready to learn.

Then as now, most of our parents work at jobs at the lower end of the pay scale, usually with limited benefits and job security. By providing subsidized tuition on a sliding fee scale, Winter Park Day Nursery helps them access high-quality preschool education for their children, setting them up for success in school and life.

The day nursery is a good corporate citizen, benefiting Winter Park residents and businesses in many ways. We maintain a strong partnership with the city as evidenced by the following:

- Orange Blossom Jubilee, our major fund-raising event of the year, promotes Winter Park businesses through silent and live auctions.
- The leadership of WPDN is heavily invested in Winter Park. It includes vice presidents for the Edyth Bush Charitable Foundation, a senior vice president for Morgan Stanley Smith Barney's Winter Park office, the current president of the University Club of Winter Park, and the CEO of COPC, Inc. (Customer Operations Performance Center), with offices located in the downtown area.

Mission:

The Winter Park Day Nursery provides secure, nurturing and educational environment that is affordable and supports family diversity.

• WPDN brings recognition to the city in its role as a model preschool center. Through this involvement, WPDN will have positive impact far beyond our own walls. Winter Park Day Nursery is a resource for Winter Park as well as the entire Central Florida community.

Winter Park Day Nursery greatly appreciates you considering the day nursery for a fee reduction for use of city facilities. The day nursery received city funding for many years until the city reduced its support to community organizations such as ours due to reductions in tax revenues. By reducing our fees for use of city facilities, the city can impact our financial bottom line in another critical way and we would greatly appreciate it.

Sincerely,

Ali DeMaria

Executive Director

Ple De Maria



City of Winter Park Rules and Standards for Rate Adjustments

Approved by City Commission January 26, 2009
Reviewed by City Commission amendments approved on November 12, 2012

The Parks and Recreation Department is responsible for the collection of established and approved fees for City of Winter Park owned parks or facilities with the following exceptions:

1. City Annual Events PROPOSED CHANGES

Following are specific events which are accommodated with no associated Parks and Recreation facility or park rental fees: (This category established by City Commission.)

Sidewalk Art Festival — Park Rental Central Park

Monthly Meetings -Lake Island

AKA Sorority Monthly Meetings – Community Center

Ivey Academy Meetings - Community Center

Winter Park High School ROTC Banquet – Civic Center

Homecoming ROAR and Parade – Central Park

Picnic in the Park - Central Park

Hannibal Square Community Land Trust Monthly Meetings – Community Center

Winter Park Chamber of Commerce Tree Lighting – Central Park

OAR Economic Update Breakfast- Civic Center
Legislative Political Update Breakfast - Civic Center

Leadership Graduation - Civic Center

Youth Leadership Meetings – Civic Center/Farmer's Market

Community Center

Mayor/City Commission Luncheon

Orange County Commission Luncheon Education Luncheon

Civic Center

Autumn Art Festival – Central Park

Graduation Ceremony - Civic Center Community Center

Christmas Camp – Community Center

Monthly Meetings – Community Center

Winter Park Historical Society Annual Peacock Ball

Morse Foundation Annual Tiffany Window Display – Central Park

Winter Park Sports Hall of Fame Sports Hall of Fame - Community Center

CRA Annual Heritage Festival – Community Center, Shady Park

Valentine Concert (1/2 Waiver) – Central Park St. Pattys Day Activities – Central Park Popcorn Flicks – Monthly Central Park

Ice Rink - Central Park

Should any of the approved events NOT take place in a period of one year, the event will automatically be removed from the list and the group will need to reapply for future events.

This rule was added by Parks Board on 1/22/14

2. Community Based Organization Status

Welborne Avenue Day Nursery

Hoop School

Bridge Builders

Groups may apply for designation in this category on an annual basis. Following are the criteria for application:

- Groups must be 501(c)(3)
- Objective of the organization must be to provide community services to the citizens of Winter Park.
- All meetings, socials, rentals, and events must be free and open to the public.
- Facility fees will not be waived for events, programs, or activities where admission is charged.
- Only the first hour is waived with the second hour and so on discounted.
 - o Discount is determined by size of event and venue.
- Designated meeting spaces will be available on weekdays only.
- The status expires 12 months from date of approval by the City and must be renewed thereafter if applicant wishes to re-apply for reduced or waived fees.



Rachel D. Murrah Civic Center

RULES & REGULATIONS

Parks & Recreation Advisory Board
Parks & Recreation Advisory Board
City Commission

- > APPROVED 04.01.1987
- > APPROVED 00.00.0000
- > APPROVED 00.00.0000

1. GENERAL

- A. It is the intent of the City that the Rachel D. Murrah Civic Center be used primarily as a rental facility for the enjoyment by all Winter Park citizens and visitors.
- B. Office hours are from Monday Friday 8am to noon & 1pm 5pm. Closed 12pm to 1pm. Ph. 407-599-3341 unless otherwise approved by the Parks and Recreation Commission and / or City Commission.
- C. Both the mailing address and physical address of the Center is 1050 West Morse Boulevard, Winter Park, FL 32789
- D. The person signing the contract is responsible for the orderly conduct of attendees.

2. EVENT BOOKING AND PAYMENT

- A. Courtesy holds may be made in person or by phone.
- B. Courtesyholds will expire without notice to customer on the 7th day of the courtesy hold.
- C. Customers with courtesy holds will not be contacted by the reservations office prior to expiration of courtesy hold.
- D. Reservations will not be considered firm until a contract is signed and a deposit accepted by noted deadline
- E. Events must be concluded, cleaned up and everyone off the premises by Midnight.
- F. All Day Rate Hours: Fridays, Saturdays and Sunday: Facility must be rented for entire day rate according to the current fee schedule; the hours of rental are 11am to Midnight.
- G. Hourly Rentals are available Monday through Thursday: A minimum time period of two hours is required.

- H. When renting hourly, each room is rented and charged for separately. The kitchen, and stage are rental rooms and are charged for separately. Each room rented is listed on contract. All rooms must be rented for the same time frame, including the kitchen.
- I. Full building rentals include all rental rooms and patio and kitchen.
- J. All changes to contract for rental dates, times, rooms rented or cancellations must be made in writing.
- K. Rental fees are due 60 days prior to the event.
- L. Rental fees are non refundable without 60 days notice. (Patron will remain responsible forpayment of rental even if the event does not take place.)
- M. Checks may be accepted up to 30 days prior to event. Payable to the City of Winter Park.
- N. Money orders and MasterCard and Visa credit cards are accepted.

3. DEPOSITS

- A. Deposits are required for all rentals.
- B. Deposits are held separate from the rental fees and are not applied toward account balances.
- C. Deposits are refunded 4-6 weeks after the events unless the deposit or a portion of the deposit is retained due to violation of contract rules and regulations such as but not limited to:
 - Damage to building, equipment, property.
 - Use of tape, tacks, staples, nails on walls or furniture is prohibited.
 - Use of confetti or glitter inside or outside is prohibited.
 - Use of sparklers and/or firecrackers inside or outside is prohibited.
 - Excessive cleaning.
 - Entering rental rooms prior to time specified on contract.
 - Failure to vacate facility at time specified on contract.
 - Time used in excess of contracted time is charged at time and one half rate.
 - Smoking inside facility is strictly prohibited.
 - Misrepresentation of the organization or type of event
 - Failure to remove all items from building. No storage allowed.
 - Exceeding posted maximum room capacities
 - Use of rooms that are not specified on contract.
 - The throwing of rice is strictly prohibited.
 - Failure to provide proper alcohol sales permit when selling alcohol.

4. CANCELLATION

A. Cancellation for any reason will result in loss of deposit.

- B. Cancellations must be made in writing.
- C. Cancellations more than 60 days in advance of contracted event will result in refund of room rental fees, if fees have been paid, but loss of entire deposit.

5. EVENT POLICIES

- A. The sale of Alcohol, directly or indirectly such as cover charge, is prohibited.
- B. Teen parties and college club organizations must hire Winter Park Police Officer to attend event. One chaperone per every 15 teens in attendance.
- C. Not responsible for any items left at the Civic Center.
- D. Clean up includes placing all papers in trash cans, cleaning spills from floors, counters, tables, etc. and picking up litter indoors and outdoors and removing all customer belongings from building.
- E. Kitchen clean up must include clearing refrigerators, cleaning counters and center table, cleaning sink and floors, cleaning stove and ovens.
- F. Candles or alcohol burning equipment must be placed in non-combustible, well supported bases with flame protection.
- G. Flammable materials such as hay, burlap is not permitted. Any draping or linens that are on tables with candles or sterno must be flame resistant.
- H. LP gas or propane in pressured containers are not permitted inside building or within 10 feet of building.
- I. Cooking on property in an area other than the kitchen or using equipment for cooking other than that provided in kitchen requires specific permission and a separate form is required. This includes food trucks and barbeque.
- J. Failure to pay fees as outlined above will result in collection procedures.
- K. The City of Winter Park reserves the right to cancel any events/rentals in any City owned facility or park.
- L. The rental of the Civic Center rooms or patio does not include the rental or use of the park, lake or property on which the Civic Center is located.
- M. Other events may take place in the park without notice and which are not controlled by the Civic Center.
- N. The Park amenities and/or landscaping may change without notice.

I have read and uabide by all of the	all	of	the	above	Rules	and	Regulations.	I	agree to
Signed				Date					



Winter Park Community Center

RENTAL RULES & REGULATIONS

Parks & Recreation Advisory Board Parks & Recreation Advisory Board City Commission APPROVED 00.00.0000AMENDED 00.00.0000APPROVED 00.00.0000

General Information

- A. Office hours are Monday- Friday 8am to 8pm 407-599-3275
- B. Offices are located at 721 West New England Ave Winter Park, FI 32789
- C. Available hours for rental are 8am to midnight or availability base on program use.
- D. Events must be concluded, cleaned up and exit premises by Midnight. Music must be off by 11:00pm. Failure to comply with noise ordinance (Sec. 62-92 & 62.97) will result in loss of deposit and city ordinance enforcement.
- E. All rentals receive one hour courtesy for setup and decoration prior to your rental time. Rentals require a two hour minimum time period with the exception on the kitchen when used as a commissary.
- F. All rental rooms are listed on the contract and must be rented for the same time frames, including kitchen.
- G. Kitchen used for commissary purposes requires a community Center Agreement with a 1 hour minimum inspection fee.
- H. All Commissary use of the kitchen requires a Commissary Agreement with the City and Department of Business and Professional Regulation License.
- I. The Building is closed on city holiday's Thanksgiving, $\frac{1}{2}$ day on Christmas Eve, Christmas Day or City Observed Holiday.
- J. The rental of the Community Center rooms or Amphitheater does not include the rental or use of Shady Park.
- K. Other events may take place in the building or in the park without notice.
- L. The Park amenities and /or landscaping may change without notice.

Event Booking and Payment

- A. Courtesy hold will require a rental application.
- B. Courtesy hold will expire without notice on the 7th day.
- C. All changes to your rental must be made in writing, additional fees may apply. Reservation will not be considered firm until a contract is signed & deposit has been received.
- D. All rental fees are in accordance with the City of Winter Park current fee schedule.
- E. Failure to pay fees as outline according to City fee schedule within 14 days of the event will result in cancellation of the function.

- F. Rental fee are due 30 days prior to event. Rental fees are non-refundable without 30 day notice.
- G. Checks may be accepted up to 30 day prior to event and should be made payable to the City of Winter Park
- H. Money Order, Master Card & Visa credit cards are accepted.

Deposits

- A. A refundable deposit will be required for all rentals and dictated by the current fee schedule.
- B. The deposit or a portion of the deposit will be retained by the city for the reasons listed below.
- C. In the event of damage the amount deducted from the deposit will be determined by the cost of materials and hours for labor needed for the repair. Additional billing may occur depending on the existent of damages.
- D. Deposits are not applied toward your rental balance.
- E. Deposits are required for all reservations.
- F. City approved fee waivers must also provide a deposit.
- G. Deposits are refundable 4-6 weeks after the event unless the deposit or a portion of the deposit is retained due to violation of contract rules and regulations such as, but not limited to:
 - o Damage to building, equipment, property or excessive cleaning
 - Use of tape will be allowed on designated areas.
 - o Use of tacks, staples, nails on walls and furniture is prohibited.
 - Use of confetti or glitter inside or outside is prohibited.
 - o Entering rental rooms prior to time specified on contract.
 - o Failure to vacate facility at time specified on contract
 - Smoking inside facility is strictly prohibited.
 - o Misrepresentation of the organization or type of event.
 - o Failure to remove all items from building.
 - Exceeding posted maximum room capacities.
 - Use of rooms that are not specified on contract. (Recreational rooms are not a part of rentals)
 - The throwing of rice is strictly prohibited. (Bird Seed/Sunflower Seeds may be substituted but not inside building)
 - Failure to provide proper alcohol sales permit when selling alcohol.

Cancellation

- A. Cancellation for any reason will result in the loss of fees bases on fee schedule.
- B. Cancellation must be made in writing.
- C. Cancellation or date changes may result in fee changes based on current fee schedule.

Continuous Use Rates

- A. Definition- a group which reserve the same facility at least 6 times in six months on one contract.
- B. Continuous Groups will not be schedule on Friday's after 6:00pm and Saturday's after 2:00pm.

Event Policy

- A. The person signing the contract is responsible for the orderly conduct of attendees.
- B. The City is not responsible for any item left in building.
- C. Candle or alcohol burning equipment must be placed in a non-combustible container, well supported base with flame protection and Non-combustible table mats.
- D. Maximum occupant loads are mandated by Fire Marshal and posted in each room.
- E. City property or equipment may be utilized only with permission of city personal.
- F. LP gas, propane, or hay is not permitted inside building or within 10 feet of building.
- G. Clean up should include placing all papers in trash cans, tables, etc. and picking up litter indoors & removing all customer belonging from building.
- H. All function must be concluded and premises cleared by midnight.
- I. Vandalism breakage or possible hazard condition should be reported to city personal.
- J. Alcoholic beverage cannot be served outside beyond the Community Center Sidewalk/patio. The Patio area is considered part of the building.
- K. Alcohol cannot be served in internal rooms that are coinciding in program activities.
- L. The selling of Alcohol directly or indirectly will require the hiring of a Winter Park Off Duty Police Officer. This must be approved by the City and meet all state required guidelines.
- M. College club organizations which serve alcohol must hire Winter Park Off Duty Police Officer to attend events.
- N. All questions concerning alcohol beverage should be directed to the Alcohol and Tobacco Beverage Division of the State of Florida.
- O. Events that are open to the public and charging admission must hire a Winter Park Police Off Duty Officer.
- P. The customer must reserve the Off Duty Police Officer through the Winter Park Police Department and provide proof of confirmation within seven days of the event.
- Q. Teen parties must have 1 adult chaperones in attendants for every 20 persons attending. The representative who will sign the contract must be over the age of 25years old
- R. Overnight storage of rental equipment must be approved by City staff and comply with fee schedule.
- S. The Community Center is a smoke free facility.
- T. The use of the gymnasium for activities other than athletics is prohibited.
- U. Use of fog machines is prohibited

V. The City of Winter Park reserves the right to cancel any events or rentals.

Ruby Ball Amphitheater General Usage Guidelines

- A. Available time slots are 8am to 10am, 11am-1pm, 2pm-4pm or *5pm-7pm the *5pm-7pm time frame is not available between Mid-October and April 1. The 8am-10am & 11am-1pm time frame on Sunday's must be approved by City staff based on the type of event.
- B. Music/amplified sound must comply to City noise ordinance. Failure to comply with noise ordinance (Sec. 62-92 & 62.97) will result in loss of deposit and city ordinance enforcement.
- C. All rentals, with the exception of weddings, receive a courtesy hour for setup and decoration prior to your rental time.
- D. Wedding functions will receive one hour courtesy for rehearsal prior to wedding date. This rehearsal must be scheduled on a weekday only. This courtesy hour will be based on availability and cannot be reserved until two weeks prior to the rental date. This courtesy hour is not staffed and city equipment is not provided.
- E. All personal equipment and decorations are to be provided by customers.
- F. The set up function and removal for all equipment must take place within the rental time frame.
- G. Personal sound equipment may not be connected to City equipment.
- H. All rentals will include two cord microphones and stereo.
- I. Alcoholic beverage cannot be served or consumed outside beyond the stage (The stage area is considered part of the building)
- J. The serving of Alcohol beyond the stage area will require the hiring of a Winter Park Off Duty Police Officer. Approval for alcohol beyond the stage area must be granted by the City and meet all state required guidelines.
- K. The customer must reserve the Off Duty Police Officer through the Winter Park Police Department and provide proof of confirmation within seven days of the event.
- L. Smoking is not permitted on the stage area.
- M. Alcohol cannot be served in areas beyond the stage area without approval.
- N. Rental Amphitheater does not include the rental or use of Shady Park.
- O. Other events may take place in the building or in the park without notice.
- P. The Park amenities and /or landscaping may change without notice.
- Q. City property or equipment may be utilized only with permission of city personal.
- R. LP gas or propane or hay is not permitted inside building or within 10 feet of building.
- S. Clean up should include placing all papers in trash cans, tables, etc. and picking up litter indoors & removing all customer belongings from the building.
- T. Vandalism breakage or possible hazard condition should be reported to city personal.
- U. The City of Winter Park reserves the right to cancel any events or rentals.

Deposit

Deposits are refundable 4-6 weeks after the event unless the deposit or a portion of the deposit is retained due to violation of contract rules and regulations such as, but not limited to:

- o Damage to stage area, equipment, property or excessive cleaning
- o Use of tape will be allowed on designated areas.
- o Use of tacks, staples, nails on walls and furniture is prohibited.
- o Use of confetti or glitter inside or outside is prohibited.
- o Entering stage area prior to time specified on contract.
- o Failure to vacate facility at time specified on contract
- o Smoking on stage area is strictly prohibited.
- o Failure to remove all items from the stage area.

Cancellation

- ✓ Cancellation for any reason will result in the loss of fees bases on fee schedule.
- ✓ Cancellation must be made in writing.
- ✓ Cancellation or date changes will result in fees base on current fee schedule.
- ✓ All events cancelled due to inclement weather will be refunded the rental fee.
- ✓ If a wedding or event was not completed ½ of the deposit will be retained

Commissary General Usage Guidelines

- ✓ User must have state license
- ✓ Inspection required one hour rental plus a Commissary Agreement from the City.
- ✓ Kitchen must be cleaned prior to end of rental. Cleaning will include:
 - The trash bags removed and taken to dumpster
 - Floors mopped
 - o Counters wiped off
 - o Refrigerator /freezer cleaned out
 - o Sink, oven, microwave and warmer completely cleaned
- ✓ User is responsible for any damage to equipment.
- ✓ First time users will need to complete a Use Tutorial with staff prior to using kitchen and sign acknowledgement that they have been trained on proper use and will held responsible for any damages caused by negligence, misuse, or otherwise.

Deposit

Deposits are refundable 4-6 weeks after the event unless the deposit or a portion of the deposit is retained due to violation of contract rules and regulations such as, but not limited to:

- o Damage to kitchen, equipment, or property.
- o Use of tacks, staples, nails on walls and/or furniture.
- o Entering kitchen area prior to time specified on contract.

- o Failure to vacate facility at time specified on contract
- o Failure to remove all items from the kitchen area.
- o Deployment of Fire Suppression System
- o Failure to sufficiently clean kitchen as listed under General Usage Guidelines.



Farmers' Market

RULES & REGULATIONS

Parks & Recreation Advisory Board Parks & Recreation Advisory Board City Commission APPROVED 05.09.1995AMENDED 00.00.0000APPROVED 00.00.0000

AFFROVED 00.00.0000

GENERAL

- A. It is the intent of the City Commission that the Farmers Market be used primarily as a rental facility for the enjoyment by all Winter Park citizens and visitors.
- B. The facility address is 200 West New England Avenue, Winter Park, FL 32789
- C. The business office for reservations is located at the Rachel D. Murrah Civic Center, 1050 West Morse Boulevard, Winter Park, FL 32789
 - a. Office hours are from Monday Friday 8am to noon & 1pm 5pm. Closed 12pm to 1pm. Ph. 407-599-3341.
- D. The person signing the contract is responsible for the orderly conduct of attendees.

EVENT BOOKING AND PAYMENT

- A. Courtesy holds may be made in person or by phone and will expire without notice to customer on the 7th day of the courtesy hold.
- B. Customers with courtesy holds will not be contacted by the reservations office prior to expiration of courtesy hold.
- C. Reservations will not be considered firm until a contract is signed and a deposit accepted by courtesy hold deadline.
- D. Available hours for rental on Fridays and Saturdays are 4pm to Midnight.
- E. Hourly Rentals are available Sunday through Thursday: A minimum time period of two hours is required.
- F. All changes to contract for rental dates, times, rooms rented or cancellations must be made in writing.
- G. Rental fees are due 60 days prior to the event.
- H. Rental fees are non refundable without 60 days notice. (Patron will remain responsible for payment of rental even if the event does not take place.)
- I. Checks may be accepted up to 30 days prior to event. Payable to the City of Winter Park.
- J. Money orders and MasterCard and Visa credit cards are accepted.

DEPOSITS

- A. Deposits are required for all rentals.
- B. Deposits are held separate from the rental fees and are not applied toward account balances.
- C. Deposits are refunded 4-6 weeks after the events unless the deposit or a portion of the deposit is retained due to violation of contract rules and regulations such as but not limited to:
 - 1. Damage to building, equipment, property.
 - 2. Use of tape, tacks, staples, nails on walls or furniture is prohibited.
 - 3. Use of confetti or glitter inside or outside is prohibited.
 - 4. Use of sparklers inside or outside is prohibited.
 - 5. Excessive cleaning.
 - 6. Entering rental rooms prior to time specified on contract.
 - 7. Failure to vacate facility at time specified on contract.
 - 8. Time used in excess of contracted time is charged at time and one half rate.
 - 9. Smoking inside facility is strictly prohibited.
 - 10. Misrepresentation of the organization or type of event
 - 11. Failure to remove all items from building. No storage allowed.
 - 12. Exceeding posted maximum room capacities
 - 13. Use of rooms that are not specified on contract.
 - 14. The throwing of rice is strictly prohibited.
 - 15. Failure to provide proper alcohol sales permit when selling alcohol.

CANCELLATION

- A. Cancellations must be made in writing.
- B. Cancellation for any reason will result in loss of deposit.
- C. Cancellations more than 60 days in advance of contracted event will result in refund of room rental fees, if fees have been paid, but loss of entire deposit.

EVENT POLICIES

- A. The sale of alcohol, directly or indirectly such as cover charge, is prohibited.
- B. Teen parties and college club organizations must hire Winter Park Police Officer to attend event. One chaperone per every 15 teens in attendance.
- C. Not responsible for any items left at the Farmers Market. All items must be removed from the building upon conclusion of the event.
- D. Events must be concluded, cleaned up and everyone off the premises by Midnight.
- E. Clean up includes placing all papers in trash cans, cleaning spills from floors, counters, tables, etc. and picking up litter indoors and outdoors and removing all customer belongings from building.
- F. Kitchen clean up must include clearing refrigerators, cleaning counters, cleaning sinks and floors.
- G. Candles or alcohol burning equipment must be placed in non-combustible, well supported bases with flame protection.

- H. Flammable materials such as hay, burlap is not permitted. Any draping or linens that are on tables with candles or sterno must be flame resistant.
- I. Cooking on property requires specific permission and a separate form is required. This includes food trucks and barbeque.
- J. LP gas or propane in pressured containers is not permitted inside building or within 10 feet of building.
- K. Failure to pay fees as outlined above will result in collection procedures.
- L. The City of Winter Park reserves the right to cancel any events/rentals in any City owned facility or park.
- M. The parking lot amenities and/or landscaping may change without notice.

I have read and understand all of the Rules and Regulation the above and those on preceding pages.	ons. I agree to ablue by all of
Signed Date	



Saturday Farmers' Market

RULES & REGULATIONS

City Commission
Parks & Recreation Advisory Board
City Commission

> APPROVED 08.08.2000

> AMENDED 03.27.2013

> APPROVED 08.07.2013

GENERAL

- A. The Market will operate on Saturday from 7:00am to 1:00pm.
- B. The facility address is 200 West New England Avenue, Winter Park, FL 32789
- C. The business office is located at 761 Old England Avenue, Winter Park, FL 32789
 - a. Office hours are from Monday Friday 8am to noon & 1pm 5pm. Closed 12pm to 1pm. Ph. 407-599-3297.
- D. Due to safety and health reasons dogs are not allowed in the building. However dogs are allowed on leashes on the grounds.

VENDOR CATEGORIES/DISTRIBUTION

A. Produce Vendors	20% of present Market Vendors
B. Large Plant Vendors	25% of present Market Vendors
C. Small Plant Vendors	10% of present Market Vendors
D. Bakery Vendors	10% of present Market Vendors
E. Primary Small Vendors	25% of present Market Vendors
F. Certified Organic	5% of present Market Vendors
G. Locally Grown	5% of present Market Vendors

- H. 1 Space will be assigned for Winter Park Nonprofit Organizations upon approval.
- I. 1 Space will be assigned for Open Public Forum upon approval.
- J. 1 Space will be assigned for exhibit, entertainment, demonstration, and promotion upon approval
- K. No more than two primary small vendors may utilize the Market at one given time.
- L. Secondary items must cover an area no greater than 25% of the total display space assigned to the vendor.

CATEGORY DEFINITIONS

Contained herein are general guidelines for categories at the Winter Park Farmer's Market. The Winter Park Farmer's Market is one of the few markets in Florida that categorizes the types of vendors 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, for example: the small plant vendor may sell orchids which are also sold by a primary

small vendor that only sells orchids. Below is the list of categories and a brief description.

- A. <u>Produce Vendor</u>- 20% of the present market vendor space
 - 1. 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).
- B. <u>Large Plant Vendor</u> 25% of the present market vendor space.
 - 1. Definition- a vendor that sells general plant products ranging from large landscaping items to small potted plants, and flowers
- C. <u>Small Plant Vendor</u> 10% of the present market vendor space.
 - 1. 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)
- D. <u>Bakery Vendor</u> -10% of the present market vendor space.
 - 1. 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).
- E. Primary Small Vendor 25% of the present market vendor space.
 - 1. 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.
- F. <u>Seasonal Vendors</u> 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 our Christmas Holiday season which is November 1-December 31. These items must be themed related to the particular holiday.
- G. <u>Certified Organic-</u> 5% product must be certified by an accredited certifying agent and is allowed to wear the USDA organic seal.
- H. <u>Locally Grown-</u> 5% must be grown in within the state of Florida or 30 miles of where it's sold.

VENDOR RULES

- A. Each vendor must obtain an occupational license from the City of Winter Park.
- B. Vendors must be set up no later than 6:30 a.m. so there is no interruption in service.
- C. Vendors will be limited to the sale of plants, bakery, produce, consumable items, locally grown produce, certified organic products related items sold by Farmer's Market vendors and holiday/seasonal items. The sale of other retail flea market items, crafts and antiques will not permitted. Additional products must be approved by the Parks and Recreation Commission.
- D. Vendors must obtain, display and keep current applicable state, county and city licenses. All vendors are required to display business names at all times.
- E. Large trucks, those over 1.5 tons must unload and exit the area no later than 6:00 a.m.

- F. 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.
- G. Full time vendors' must pay on the last Saturday of each month for the entire upcoming month and will be provided a reserved space. A vendor that participates (minimum) forty weeks a year is provided a reserved space.
- H. 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.
- I. The City reserves the right to relocate vendors within the market and to limit the quantity of stall space sold to any vendor.
- J. Vendors are responsible for cleanup in the vicinity of their operations
- K. Three consecutive no shows will constitute an automatic termination.
- L. First offense of fraction will carry a written warning. A second offense will result in terminating a vendor.
- M. No one vendor may reserve more than 10% of the market space.
- N. 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.

FEES

Full Time Vendors Weekly Fees	Part Time Vendors Weekly Fees
(A) Outside 12'x10' space, no electricity -	(A) Outside 12'x10' space, no electricity -
\$21.00	\$31.00
(B) Outside additional 6', no electricity -	(B) Outside additional 6', no electricity -
\$12.00	\$22.00
(D) Outside space with electricity - \$25.00	(D) Outside space with electricity - \$35.00
(E) Outside additional 6', with electricity -	(E) Outside additional 6', with electricity -
\$15.00	\$25.00
(D) Inside 12'x10' space with electricity -	(D) Inside 12'x10' space with electricity -
\$30.00	\$37.00
(E) Inside 12'x10' space without electricity	(E) Inside 12'x10' space without electricity-
- 27.00	\$40.00
Vendor Deposit - \$50.00	Vendor Deposit - \$50.00

I have read and understand all of the R the above and those on preceding pages	<u> </u>	I agree to abide by all of
Signed	Date	