

# Parks and Recreation Advisory Board



**January 25, 2017 at 5:30 PM**

Winter Park Community Center  
721 West New England Avenue / Winter Park,  
Florida

## **1: Consent Agenda**

- a. **Approval-Minutes December 7, 2016**

## **2: Action Items**

- a. **Outdoor Wedding Rules**
- b. **Kraft Azalea Gardens Rules**
- c. **Official Park Hours of Lake Baldwin Park**
- d. **Joint Use Agreement-Orange County School Board**  
Joint Use Agreement with Orange County Public Schools regarding Lakemont Elementary and Brookshire Elementary.
- e. **Saturday Market Rules & Regulations-Revised**  
Approval of a change on the Rules and Regulations for Saturday Market to include all SNAP & FAB eligible vendors are required to participate in the programs.

## **3: Discussion**

- a. **Martin Luther King Jr Park Master Plan Presentation- Le Huu & Partners Architects**
- b. **Martin Luther King Jr Park Master Plan Presentation- Bellomo-Herbert & Company Architects**

## **4: New Business**

## **5: Staff Report**

## **6: Adjourn**

Appeals and Assistance

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"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."

# Meeting Protocol

The protocol described below is used to conduct an orderly meeting of the Parks and Recreation Advisory Board. It is the Chair's option to follow or deviate from these guidelines during any meeting of the Board.

- Agenda item is brought up by Chair;
- Chair recognizes the staff for department input;
- Staff will present the item and state department recommendation if appropriate;
- The staff or Board Chair may recognize the individual or group requesting the action and present the opportunity to address the Board and present the details of their request. This presentation should be brief (3-5 minutes)
- The Chair will recognize the Board members and provide an opportunity for questions from the item sponsor or department staff;
- The Chair will entertain any motion from the Board regarding the agenda item;
- Once the item has been motioned and received a second, the Chair will ask if there is any public comment about the issue. (Public comment comes before the Board discusses the motion.) Public comment will be held to 3 minutes each;
- The public comments are closed by the Chair once all citizens who wish to speak have been given an opportunity;
- The Chair will recognize the Board members for discussion of the motion. Any Board member may address a question to the sponsor, to the department staff or to a citizen if appropriate;
- Once there is no further discussion, or if the Question has been called (debated and voted affirmative), then the Chair will request the Board moves to a vote.

**PARKS AND RECREATION  
ADVISORY BOARD  
December 7, 2016**

**The meeting was called to order by Chairman Carl Creasman at 5:32 p.m. at the Winter Park Community Center in conference room D.**

Advisory Board Members present:

Chairman Carl Creasman  
Vice Chair Julio de Arcos  
Gary Diehl  
Janet Atkins  
Taylor Sacha

Staff present:

Director John Holland  
Assistant Director Brenda Moody  
Parks & Rec Manager Jason Seeley  
Assistant Director Ron Moore  
Recording Secretary Kesha Jones  
Sargent Bruce Robinson– WPPD

Advisory Board Members absent:

Marni Spence  
Trish Teague

Staff absent:

Business Manager –Leif Bouffard

Guests:

**Consent Agenda**

- a) Approval of Minutes September 28, 2016

**Motion made by Julio de Arcos to approve consent agenda seconded by Gary Diehl. The motion carried unanimously with a 5-0 vote.**

**Action Items**

- a) Implementing the SNAP & FAB Program and MOU for the Saturday Market

Staff provided the board with information for implementing the SNAP and FAB program at the Saturday Farmers' Market, also the MOU with Gather & Grow LLC to run the program.

**Motion made by Janet Atkins to approve action Items agenda item 'a'; seconded by Julio de Arcos. The motion carried unanimously with a 5-0 vote.**

**Discussion**

- b) Field Fee Comparison

Staff provided the board with fee comparisons for surround cities.

- c) Field Maintenance Power Point Presentation

Jason Seeley provided the board with a presentation on current field use, including number of hours, impact on adult vs youth sports. Staff and the board discussed some possible solutions to limit the amount of use, and wear on the fields. Staff will provide the board with ideas of solutions, and the impact they will have on rentals and the demand of fields.

d) Action Plan/Goals

A compiled list of goals and plans of action was presented to the board.

**New Business**

- Matt Giles addressed the board with the Before I Die project to be placed on the next agenda as an action item

**Staff Report**

- Mead Garden Inc. has made an offer to the Winter Park Garden club for their lease.
- Feral Cats at Mead Gardens controversy has been addressed with a trap neuter and release program.

**Next Meeting – January 25, 2017 @ 5:30 p.m., Parks & Recreation, Community Center conference room D.**

The meeting adjourned at 6:42pm.

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Kesha Jones  
Recording Secretary



# Outdoor Weddings

## RULES & REGULATIONS

Parks & Recreation Advisory Board  
Parks & Recreation Advisory Board

> **Scheduled 1/25/2017**

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- Rental arrangements may be made by emailing [recreation@cityofwinterpark.org](mailto:recreation@cityofwinterpark.org) or calling 407-599-3397. Office hours are Monday-Friday 8am-5pm.
- **Event size is limited to no more than 20 guests.**
- Park hours are 8 am to Sunset. Renters may choose a two hour time frame between those hours.
- Deposits are required for all rentals in addition to the rental fee which is charged according to the current City of Winter Park fee schedule.
- All personal equipment and decorations are to be provided, set-up, and removed by the applicant within the rented time frame. Tables and chairs are not permitted unless chairs are specifically necessary for disabled guests. Decorations may not be adhered to any park property including trees or permanent structures.
- The park remains open to the public at all times.
- **Cancellation Policy:** Cancellations made less than 30 days will result in loss of entire rental. Cancellations made with 31-90 day notice will result in loss of deposit. Cancellations made with over 91 days notice will result in loss of \$50 check processing fee. All cancellations or changes must be made in writing.
- All events cancelled due to inclement weather should be reported within 24 hours or one business day and will be refunded the rental fee ONLY if the wedding did not take place on the property. \$50 will be retained from the deposit for check processing.
- These areas are not equipped with electrical outlets.
- The use of confetti, artificial flowers (for throwing), rice, or sparklers is prohibited. Please use bird seed, it is appreciated by the park "residents."
- Alcoholic beverages are prohibited. Dogs (pets) are not allowed in Central Park. Dogs (pets) are permitted in Kraft Azalea Garden but must be on leash.
- Parks are rented as-is. Parking may be very limited and is not guaranteed.



# Kraft Azalea Garden

## RULES & REGULATIONS

Parks & Recreation Advisory Board  
Parks & Recreation Advisory Board

> **Scheduled 1/25/2017**

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### GENERAL

- A. It is the intent of the City Commission that Kraft Azalea Garden be used primarily as a passive park.
- B. Hours are from 8 a.m. to dusk unless otherwise approved by the Parks and Recreation Commission and / or City Commission.
- C. The park is not permitted bathing area, however no lifeguards on duty.
- D. Parking is extremely limited and parking within the neighborhood is discouraged.
- E. Overnight camping is not permitted.
- F. Available facilities include benches, an exedra (white columns) and a fishing/viewing dock which will remain open to the Public during normal operating hours.
- G. Organized events require rental of the park with the exception of the Exedra area which can be rented for private wedding ceremonies – see rules below.
- H. The business office for park inquiries is located at the Winter Park Community Center, Recreation Division, 721 West New England Avenue, Winter Park, FL 32789
  - a. Office hours are from Monday - Friday 8am to 5pm. Ph. 407-599-3397.
- I. The park is located at 1305 Alabama Drive, Winter Park, FL 32789
- J. Pets must remain on leash at all times City Ordinance Number 2665-06.
- K. Owners must clean up after their pets City Ordinance Number 2665-06.
- L. Alcohol is prohibited in Kraft Azalea Garden.

### WEDDINGS

- A. The Exedra may be rented for wedding ceremonies with 20 guests or less including wedding party.
- B. Tables and chairs for ceremony are prohibited unless for the accommodation of the infirm.
- C. The use of confetti, rice, sparklers or artificial flowers for throwing is prohibited.
- D. Additional regulations:
  - Deposit is required when booking the park.
  - Decorations must be removed at the conclusion of the ceremony.
  - Fee is separate from the deposit.
  - Specific time frames are mandated.

## **FULL PARK EVENT APPLICATION**

- A. Organized events require rental of the park.
- B. The City of Winter Park reserves the right to refuse any events deemed inappropriate for the site which is located within a residential area.
- C. The scheduling of new events shall be limited based upon the condition and the projected impact on the park turf and landscaping, the impact on the neighborhood and adjacent community center.
- D. To provide protection to trees, plantings and turf, limit impact on surrounding homes and businesses, and to allow the public sufficient access for use of the park, the number of special events may be limited.
- E. Considerations may be made for other events in specific areas of the park.
- F. No additional special events will be scheduled in the same area of the park within two weeks of a scheduled large event.
- G. A completed park use application and cover letter must be submitted to the Parks and Recreation Event Management office a minimum of 45 days prior to the event.
- H. A non-refundable fee, amount in accordance with current fee schedule, must be paid and submitted with the application.
- I. The date the application and fee is received by the Parks & Recreation Department shall determine priority for all scheduling.
- J. All applications for special events and food, beverage or merchandise sales and donation boxes shall be reviewed by the Parks & Recreation Commission.

## **RESTRICTIONS ON EVENTS**

- A. All events must consist primarily of cultural, athletic, or entertainment activities beneficial to and acceptable by the general public.
- B. Maximum size of events must not exceed 400 guests.
- C. Events should not be objectionable or offensive to accepted standards of decency that the average person, applying contemporary community standards, would find, taken as a whole, appeals to prurient interests.
- D. Events such as movies, exhibits, company gatherings and other similar events are considered compatible and consistent with the general guidelines for use.
- E. All events are to be open and visible to all people during operating hours. Access may be controlled and admission cannot be charged.
- F. No plant materials, turf or trees may be removed, relocated or disturbed in any way for the sole benefit of an event.
- G. Sponsors of special events are responsible for providing adequate and required traffic control, crowd control, and security, as is appropriate for the event. It is the sponsor's responsibility to coordinate all life / safety issues with the City's Police and Fire Departments as well as the Special Events Division. Conformance with the mandates of Police and Fire Departments is required.



## **ACTIVITIES**

- A. Merchandise to be sold shall be approved by the Parks & Recreation Department. This merchandise shall be limited to items that directly promote the event and/or organization holding the event. Examples of items include: T-shirts, posters, music CD's and other commemoratives.
- B. A merchandise sales site plan shall be reviewed and approved by the Parks and Recreation Department.
- C. Donation container(s) shall be placed only at a merchandise location. Containers shall not be passed or circulated, compete with the event or disturb the participants or persons using the park.
- D. No one shall be required to purchase an item or donate money or goods in order to observe the event.
- E. Verbal requests for donations shall be limited and confined to periods of general announcements within the entertainment.

## **FOOD AND BEVERAGE SALES**

- A. Food and beverage sales shall not compete with the event or disturb the participants or persons using the park.
- B. If food is prepared on site, additional guidelines apply, see Food Permit Guideline.
- C. Food and beverages to be sold shall be approved by the Parks & Recreation Department.
- D. A food and beverage site plan shall be reviewed and approved by the Parks & Recreation Department.
- E. All cooking and/or heating must be done with gas or electricity. Charcoal grills are prohibited.
- F. All waste from cooking materials, supplies and by-products (such as grease) must be disposed of in proper trash containers in an approved environmentally safe manner.

## **AMPLIFIED SOUND**

- A. Amplified sound is allowed only between 8am and dusk during hours of operation, amplified sound levels may be monitored and adjustment may be required, based upon the hour and the day of the event as well as other uses of the park and surrounding areas.
- B. Amplified sound is not allowed from merchandise, food or beverage locations.
- C. The use of any stage, public address system, sound system or other amplified sound will be furnished by the user/renter and the placement of same will be at the discretion of the Parks and Recreation Department.
- D. Any wires, cables or hoses laid across paved walking surfaces must be taped down on the paved surface with duct tape or equal material or covered with stage / electric cord mats and taped to prevent buckling. These measures are to assure the safety of the spectators and participants from tripping hazards.

## GROUP EVENT USER FEE AND DEPOSIT

- A. User fees are based upon the size of the event, the activity and the requirements placed upon City service. User fees and the deposit are payable in advance. If the event is canceled, fees are refundable only to the extent that the City has not incurred costs.
- B. The base user fees cover electricity, basic trash collection, water and stage use. Additional fees, if required, shall be based upon the nature of the event, impact upon the park and extra services required.
- C. The event deposit shall equal the fee and is refundable if the City does not incur costs not covered by the user fee. Extra fees may be required beyond the deposit.
- D. The City may adjust future fees, deposits, and or requirements for any event based upon previous history of the event.
- E. **Fee waivers will not be considered.**

## OTHER

- A. Alcohol use is prohibited unless approved by the City Manager.
- B. Existing parking is limited. The applicant may be required to provide adequate handicap and off-site parking and / or shuttle services.
- C. A parking site plan must be submitted.
- D. All litter shall be removed by the organization or fees shall be deducted from the deposit.
- E. Ponies, horses or other animals such as petting zoos are not permitted
- F. Tents are permitted. A site plan must be submitted and applicable permits issued by the City of Winter Park Code Enforcement Division.
- G. Banners must meet City codes and must be approved by the Parks and Recreation Commission. Banners may only be displayed 24 hours before the event and during the event.

I have read and understand all of the above Rules and Regulations. I agree to abide by all of the above.

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Signed

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Date

## Ronnie Moore

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**From:** Andrea Smith <andreaissuper@gmail.com>  
**Sent:** Wednesday, November 23, 2016 8:03 PM  
**To:** Ronnie Moore  
**Cc:** Joe Brock; Jason Seeley  
**Subject:** Lake Baldwin Dog Park official hours

Hello, Ronnie! Some conclusions from our research of the early morning hours...

On any given weekday morning, you have at least 20 people with their dogs at the park before 8a. On weekend mornings, that number is at least doubled.

There are several reasons why the park availability times should be officially changed to "sunrise to sunset":

1. People work. They have jobs to get to, jobs that often begin before 8a and end well after dark, especially during the fall and winter months. Sunrise is the only time of day they get to exercise not only their dogs, but also themselves. These early morning visits are their only chance during their busy days for self-care, both physically and emotionally.
2. It's hot by 9a during the summer. And sweltering by midday. Far too hot for dogs or people to recreate safely. During most of the year (basically May through mid-October), we have to give people and their pets access to recreation during times when it's safest and most comfortable to exert physical activity.
3. Walkers, cyclists, skaters and runners park their cars in the dog park parking lot beginning at dawn to use the wide sidewalk that circles Lake Baldwin. They also use the public restrooms that are part of the park. With so much activity already happening before 8a, it's natural to include dog park access at that time.
4. Many of the City's other parks in various locations are open from sunrise to sunset. This sets a precedent.

Are there any other data or rationale the Friends of Lake Baldwin Park can provide to help officially change the park times to "sunrise to sunset"?

Please let us know, and thank you for your attention to this matter.  
You're doing a great job!

Andrea Smith  
FoLBP Board Member



## Agenda Item Summary

Joint Use Agreement-Orange County School Board - Joint Use Agreement with Orange County Public Schools regarding Lakemont Elementary and Brookshire Elementary.

### Summary:

### Background:

#### ATTACHMENTS:

Description	Upload Date	Type
Joint Use Agreement - OCPS	1/18/2017	Cover Memo

## **JOINT USE AGREEMENT**

**THIS JOINT USE AGREEMENT** (“Agreement”) is made and entered into as of the Effective Date (hereinafter defined) between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, with its principal offices at 445 West Amelia Avenue, Orlando, Florida 32801 (hereinafter referred to as the “School Board”), and **CITY OF WINTER PARK**, with its principal offices at 401 South Park Avenue, Winter Park, Florida 32789 (“City”).

### **WITNESSETH**

**WHEREAS**, the City and the School Board are interested in and concerned with the development and provision of adequate parks and recreational facilities for their respective use for physical education programs and for the recreational enrichment, human development, and well being of the students and people of the local community; and

**WHEREAS**, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes local governmental entities to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and, thereby, to provide services and facilities in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS**, the School Board owns land and recreational facilities located within the City of Winter Park; and

**WHEREAS**, a cooperative effort between the City and the School Board will enable recreational sites to be utilized without duplication of efforts and expenditures; and

**WHEREAS**, the School Board owns the educational facilities known as Lakemont Elementary School and Brookshire Elementary School as more particularly depicted in **Composite Exhibit “A”** attached hereto and incorporated herein by reference (individually referred to as “School,” and collectively as “Schools”);

**WHEREAS**, subject to the terms herein, the general public will have access to certain playground areas and other open areas and real property located on the Schools and more specifically depicted on the site plans attached hereto as **Composite Exhibit “B”** and incorporated herein by reference (“Site Plan”) after School Hours (hereinafter defined) in accordance with the City’s rules and regulations; and

**WHEREAS**, the City wishes to maintain the School Facilities (hereinafter defined) at the Schools in return for exclusive first priority use of the same during non-school hours; and

**WHEREAS**, the School Board and the City wish to enter into this Agreement, to set forth the terms and conditions regarding use and maintenance of the School Facilities; and

**WHEREAS**, the School Board and the City desire that this Agreement supersede any and all previous agreements setting forth the terms and conditions of the construction, maintenance and use of the Schools and the School Facilities.

**Now Therefore**, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) in hand paid by School Board to City, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the School Board and the City hereby covenant and agree to and with each other as follows:

1. **Recitals.** The recitals set forth above are true and correct and are hereby incorporated into this Agreement.

2. **Definitions.** As used in this Agreement, the following words shall have the following meaning:

a. “Principal” means each of the principals of Lakemont Elementary School and Brookshire Elementary School.

b. “School Term” means and includes days during which student classes are regularly scheduled at the School, but shall not include Saturdays, Sundays, holidays or breaks during which time classes are not in session, with the exception of scheduled School-related activities or functions that occur on such days; specifically, “School Term” shall not include winter break, spring break or summer vacation.

c. “Superintendent” means the Superintendent of Orange County Public Schools.

3. **License to Use School Facilities.** The School Board hereby grants to the City a license to occupy and use, subject to the terms and conditions contained herein, certain playground and open areas and real property more particularly identified on the Site Plan as the “School Facilities,” including, without limitation, the playground, open field areas, and ingress and egress from and to the parking area during the School Term (“School Facilities”), subject to the restrictions set forth in Section 4 hereof.

4. **Restrictions on Public Usage of School Facilities.** School Board shall control scheduling of the use of the School Facilities during the School Hours during the School Term and outside the School Hours and School Term as provided herein for any activities, field days, carnivals, home games, meets, practices, or school related events or functions scheduled or sanctioned by the School Board (collectively, “School Sanctioned Activities”) in accordance with the following schedule:

a. The School Board’s restriction of public usage of the School Facilities during the School Term shall be limited to times during which regularly scheduled classes and extended day programs are in session, expected to be approximately between the hours of 7 a.m. to 6 p.m. (collectively, “School Hours”).

b. In the event the School Sanctioned Activities are scheduled outside of the School Hours or School Term, upon thirty (30) days prior written notice to City, or unless otherwise agreed in writing by the City, School Board may further restrict City's access to the School Facilities during the pendency of such School Sanctioned Activities. Notwithstanding the foregoing, prior to the commencement of each school year, the Principal of each School, or Principal's designee, shall deliver to City a written schedule of known or proposed School Sanctioned Activities for the upcoming school year, if available. If said schedule is not available or if are otherwise unknown to the Principal in advance, the Principal, or Principal's designee, shall provide thirty (30) days prior written notice to City of said School Sanctioned Activities.

c. On Saturday and Sunday and at all other times during any summer or winter breaks, as set forth in the School Board's annual calendar, the City shall have use of the School Facilities and shall be responsible for the unscheduled individual use, public access and City recreation programs on the School Facilities and shall control, regulate and sublicense such use. The City shall take any and all actions reasonably necessary to restrict and regulate the use of the School Facilities to ensure the School Facilities are in suitable condition for use by the School Board for the use by the School Board during the School Term and for School Sanctioned Activities, including, without limitation, unlocking and locking the gates around the School Facilities on a morning and nightly basis, posting appropriate signage on the School Facilities restricting the hours of use, limiting the use of the School Facilities by third party organizations on a fee basis, and otherwise imposing or enforcing any other restrictions reasonably required to ensure the School Facilities experience adequate and sufficient rest periods (collectively, "Use Restrictions").

d. Subject to the limitations set forth herein, the School Board shall have the exclusive right and privilege of using or authorizing other third party users, organizations, parties, entities, vendors or any other third party to use the School Facilities (collectively, "Third Party User"), or any portion thereof, for any use not otherwise inconsistent with the use of the School Facilities. In the event the School Board enters into any agreement or understanding with a Third Party User for the School Facilities, the School Board shall have the exclusive right to retain any and all proceeds from the use of the School Facilities by the Third Party User.

4. **Term.** The term of this Agreement shall be for an initial term of one (1) year ("Initial Term") This Agreement may be automatically renewed for four (4) additional one (1) year terms (hereinafter referred to as the "Renewal Term"). Each Renewal Term shall automatically commence on the day after the termination of the preceding term and shall end one (1) year therefrom, unless either party hereto provides written notice to the other party at least ninety (90) days prior to the expiration of the Initial Term or Renewal Term, as applicable, of their intent to terminate this Agreement. School Board may elect, in its sole and absolute discretion, to extend the Agreement for one or more Renewal Terms for one or both of the Schools, provided; however, School Board shall not be required to exercise the option for a Renewal Term for both Schools.

5. **Maintenance of the School Facilities.**

a. **Maintenance of School Facilities.** School Board shall be responsible for the custodial, maintenance, repair and replacement of the Schools and all School Facilities located

thereon. School Board shall be responsible for ensuring that all portions of School Facilities are kept in a clean and neat condition during and after the School Board's use of said School Facilities. At the end of each scheduled use by the School Board of the School Facilities, School Board shall clean the School Facilities upon which trash or litter has been left during the School Board's use. All maintenance, repair and replacement shall be conducted by School Board with first class materials, in a good and workmanlike manner, of the same or similar quality, quantity, and consistent with the maintenance standards for other elementary and middle schools in Orange County, Florida ("School Maintenance Standards"). In the event the School Board elects to provide repair, replacement or maintenance beyond the School Maintenance Standards, the School Board shall bear all costs associated with such repairs, replacement and maintenance. In the event the School Facilities require additional maintenance due to failure of the City to comply with or enforce the Use Restrictions, the City shall bear all costs associated with such repairs, replacement and maintenance.

b. City's Maintenance Obligations. City shall be responsible for ensuring that any and all portions of School Facilities are kept in a clean and neat condition and in good order and repair during and after the City's use of said School Facilities. At the end of each scheduled use by the City or general public of the School Facilities, City shall clean the School Facilities upon which trash or litter has been left during the City's use. In the event any of the School Facilities or improvements located thereon are damaged, destroyed or found in disrepair during or subsequent to the City's use of the School Facilities, the City shall, within thirty (30) days of receipt of written notice from the School Board of a notice outlining such reimbursement costs, reimburse the School Board for any and all costs associated with or incurred by the School Board to replace, repair or maintain the Maintenance Issue (hereinafter defined).

c. Maintenance Request. In the event the City or School Board fail to maintain, repair or replace the School Facilities in accordance with their maintenance or custodial obligations herein, the School Board or City, as applicable, shall promptly provide written notice to the party failing to conduct such maintenance ("Responsible Party") outlining any deficiency, defective or damaged condition, area in disrepair or in need of maintenance or custodial services in or about the School Facilities (collectively, "Maintenance Issue") in or about the School Facilities ("Maintenance Request"). Within thirty (30) days of receipt of the Maintenance Request, the Responsible Party, at its sole cost and expense, shall repair, replace or maintain that certain portion of the School Facilities and the Maintenance Issue more specifically identified and outlined in the Maintenance Request. Notwithstanding the foregoing, in the event any Maintenance Issue shall constitute an emergency condition or impede the School Board's or City's ability to effectively utilize the School Facilities, or any portion thereof, for any use of School Facilities by the School Board, said party, acting in good faith, shall have the right to cure such Maintenance Issue upon such advance notice as is reasonably possible under the circumstances, or if necessary, without advance notice, so long as notice is given as soon as possible thereafter. The Responsible Party shall reimburse the party conducting the work for its reasonable costs of curing the Maintenance Issue ("Maintenance Cure Costs") within thirty (30) calendar days following delivery to the Responsible Party of a demand for such reimbursement, which demand shall include reasonable documentation of such Maintenance Cure Costs. The right to cure the Maintenance Issue shall not be deemed to (i) impose any obligation, liability or responsibility on the party who is not deemed the Responsible Party to do so; (ii) render either of the parties liable to other party or any



third party for an election not to do so; (iii) relieve the Responsible Party from any performance obligation hereunder; or (iv) relieve the Responsible Party from any indemnity obligation as provided in this Agreement.

6. **Improvements to the School Facilities.** Except as otherwise provided in this Agreement, or City shall not construct or install any improvements in the Schools or School Facilities without the prior written consent of the other party. Any improvements approved in accordance with this paragraph and installed on the Schools or within the School Facilities shall be (i) at the installing party's sole cost and expense; (ii) undertaken in a safe and prudent manner, and (iii) comply with all applicable federal, state, and county laws, regulations, and ordinances, and such permits that the School Board requires, with respect to the installation, repair, replacement, maintenance and use of School Facilities. All improvements to the School and School Facilities shall remain thereon and shall not be removed therefrom by City unless prior written consent is obtained from the School Board.

7. **Use Charges.**

a. The City shall be exempt from paying any use fee to the School Board for the annual use of the School Facilities

b. City will be charged for maintenance, repairs, staffing, cleaning and any other function that is a direct cost by their use beyond normal wear and tear items.

c. City shall ensure that no charges shall be made by the City to the School Board for the conduct and administration of its programs at the Schools and no cost, expense or financial burden shall be imposed upon the School Board by the City for or arising from the conduct of such programs.

8. **Signage.** The City agrees to provide, at its own cost and expense, a sign located on, or within close vicinity of the School Facilities to advise the public as to the hours during which the School Facilities are reserved for the exclusive use of the School Board.

9. **Standards of Use.** In addition to the other covenants and undertakings set forth herein, City and School Board hereby agree the following standards of use shall govern the City's use of the School Facilities:

a. **Implementation of Security Measures.** City, at its sole cost and expense, shall take any and all actions reasonably necessary to implement safety and security measures to maintain the safety and security of the Schools, School Facilities, and any and all students, staff or visitors located thereon, including, without limitation, the following: (a) implementing appropriate and adequate supervision mechanisms; (b) restricting access to specific areas within the School Facilities to authorized students, individuals and entities through the implementation of limited security card access and monitoring procedures; (c) implementing and ensuring adherence to visitor registration requirements, as applicable, protocols and procedures reasonably required by the School Board, if applicable; (d) appropriate screening, hiring and training of staff and employees in accordance with any and all applicable federal, state and local requirements

governing the City relating to the supervision of, interaction with and education of minors, including, without limitation, all Florida Department of Children and Family requirements, the Jessica Lunsford Act, and Sections 1012.32 and 1012.465, Florida Statutes, as may be amended from time to time, unless same is waived by the School Board in writing; and (e) any and all other safety and security measures reasonably required by the School Board to provide a safe, secure learning environment for the staff, students and visitors of the Schools. Notwithstanding the foregoing, School Board reserves the right, in its sole and absolute discretion, to require that all staff, volunteers, employees, and agents of the City, or vendors of City that are on-site while children are present, at the sole cost and expense of the City, undergo, and submit to, the appropriate screening requirements exclusively through the City and its approved vendors or provider.

b. Designation of Liaison. City shall designate an individual or contact person who shall be responsible for (“Liaison”): (a) coordinating all use requests details and reviewing and assessing programs and extended learning opportunities with the Principal and School Board on a regular basis in accordance with the terms of this Agreement; and (b) communicating with the School Board all notices required herein. City shall be solely responsible for any and all actions of the Liaison.

c. Personnel. City, at their sole cost and expense, shall be solely responsible and liable for the employing, engaging and providing all administrators, personnel, staffing or volunteers to safely and effectively operate the School Facilities during City’s use of the School Facilities.

d. Supervision Responsibilities. City, at its sole cost and expense, shall be solely responsible and liable for the providing adequate personnel, staffing or volunteers to ensure the proper supervision of any guests, invitees, visitors, parents, participants, students, employees, agents or contractors on or about the Schools as a result, directly or indirectly, the City’s use of the Schools in accordance with the terms of this Agreement, or any ancillary use thereof, or any actions of the agents, employees, staff or vendors of the City, regardless whether such presence on or about the Schools occurs prior to, during or after the School Hours. City shall exercise commercially reasonable efforts to prevent its representatives, participants, guests and invitees from performing any disorderly conduct or committing or maintaining any nuisance on the Schools, violating School Board policies or rules, or using the School Facilities, or any portion thereof, in any way so as to interfere with the operation of the educational activities of the Schools, the exercise by other licenses or privileges which the School Board may grant in the Schools, or persons residing near the School.

e. Incident Reports. City shall provide written notice to the School Board within twenty-four (24) hours of the occurrence of any incident resulting in bodily injury or death to any persons, or any damage or vandalism to property of the School Board or others occurring at any portion of the Schools or adjacent premises or in any way connected with the use of Schools, School Facilities or adjacent premises. The notice must include details of the time, place and circumstances of the incident, and the names and addresses of any person(s) witnessing the incident.

f. Compliance with Rules and Regulations. City, at its sole cost and expense, shall comply with and abide by all laws, ordinances, rules, regulations, policies, directives and procedures of the School Board, State of Florida, federal government, Orange County, City of Winter Park, and any other governmental entity having jurisdiction over the Schools, Schools Facilities, any portion thereof, or City's use of the Schools in accordance with the terms of this Agreement, including, without limitation, all safety and security protocols, food service requirements, visitor registration requirements, any management directives governing the alterations to facilities, energy management directions and any and all requirements of the Jessica Lunsford Act, zoning, health and sanitary conditions, unless otherwise waived in writing by the School Board.

g. Performance of Obligations. Each party shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by such party of its obligations hereunder.

h. Prohibition of Substances, Devices or Materials. Unless otherwise specifically agreed to by School Board in writing, City shall not allow or permit any the use, consumption, storage or possession of any of the following items on the Schools by City, its agents, participants, guests, or invitees: (a) intoxicating or alcoholic beverages, smoking, or illegal or harmful drugs; (b) gambling devices of any kind; (c) any weapons and firearms; (d) hazardous, flammable or explosive materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics; (e) dangerous animals; (f) amusement rides or attractions, including but not limited to, trampolines of any type, enclosed or air supported structures of any type, climbing walls, climbing ropes, firearms or shooting activity, bow and arrow shooting activity or equipment or devices; or (g) any other substance, material or items prohibited by law or ordinances of fire insurance.

i. Removal of Property. City shall not remove or damage any School Board equipment and supplies from any portion of the Schools or School Facilities.

j. Access. The School Board shall provide to the City an access code or key to allow the City ingress and egress from the School Facilities during such time as City is entitled to use the School Facilities under this Agreement. The access code or key shall only allow access into the School Facilities and no other portion of the Schools. The City agrees that it shall only share the code or key with City employees directly involved with programs taking place in the School Facilities. School Board reserves the right to change the access code or key, and upon any change shall notify the City of the new code or provide a replacement key. The City shall be responsible for unlocking and locking the School Facilities at the beginning and end of each use of the School Facilities by the City. In the event the City fails to secure the School Facilities on more than three (3) separate and distinct incidents or occasions, the School Board shall have the right, but not the obligation, to terminate this Agreement with additional notice or right to cure.

k. Complaints. City shall promptly address and respond to complaints of the general public in a reasonable time after the date the City is made aware of the complaint.

l. Discrimination. City shall manage and operate the School Facilities and programs performed on the School Facilities on a non-discriminatory basis.

m. Program Notices. At least twenty-four hours prior to public distribution, City shall provide Principal with copies of any notices or information regarding the programs it conducts on the School Facilities.

10. Indemnification and Insurance. To the fullest extent permitted by law, unless otherwise waived by the School Board in writing, City shall:

a. Exercise its rights and duties hereunder at its own risk and expense.

b. Indemnify, defend and hold harmless School Board, its board members, employees and representatives from and against all claims, damages, losses, and expenses, including but not limited to, economic loss, reasonable attorney's fees and expenses, arising out of, in connection with or as a result of exercise by City or any individual or entity claiming by, through or under City, of its rights and obligations set forth in this Agreement, provided that any such claim, damages, losses, or expenses (i) is attributable to any person(s) claiming personal injury, bodily injury, sickness, disease, or death, or damage to tangible property of a third party including the loss of use; and (ii) is caused or incurred in whole or in part by the City, its invitees, guests, attendees, participants, or any of its subcontractors, agents, or anyone directly or indirectly employed by City, subcontractors or agents, regardless if caused in part by School Board. This indemnification shall not apply to any claims, damages, losses, and expenses arising from the School Board's sole gross negligence or intentional misconduct. Nothing herein shall be deemed a waiver by the School Board or City of its sovereign immunity rights under the laws of the State of Florida.

c. At its sole cost and expense at all times throughout the term of this Agreement, maintain in full force and effect the following insurance, which insurance shall apply to City, its invitees, guests, attendees, participants, employees, agents, and subcontractors, and its use of the School Facilities, or any portion of the Schools and shall require any other Third Party User to purchase and maintain similar insurance coverage (collectively, "City Insurance Requirements"): (a) Workers Compensation insurance in statutory amounts and Employers Liability in an amount not less than One Million Dollars (\$1,000,000) each accident/disease. This insurance shall apply to all City employees who will be engaged in the delivery of services, goods and/or improvements in this Agreement; (b) Commercial General Liability insurance, including products and completed operations and contractual liability, arising from any and all claims for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate. This policy must include the School Board, its officers, employees and agents as additional insured; and (c) Automobile Liability insurance, including all owned, non-owned, and hired vehicles used in conjunction with providing services, goods and/or improvements outlined in this Agreement, for property damage and bodily injury, including death, in an amount not less than One Million Dollars (\$1,000,000) each accident. This policy must include the School Board, its officers, employees and agents as additional insured. All insurance shall be written with an insurance

company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI) and shall be primary and not contributory to any other insurance or self-insurance carried or maintained by the School Board. In the alternative, City may provide evidence satisfactory to School Board that City has in place self-insurance which provides substantially the same coverages and protections. City shall notify School Board's Risk Management Department within thirty (30) days of any material changes or notice of cancellation City receives from its insurer on above required insurance.

d. Furnish and provide evidence of all insurance in the form of a Certificate of Insurance (Acord) and specify any deductible or retention applicable to City Insurance Requirements to School Board with a copy to the Principal prior to the Effective Date of this Agreement and annually thereafter. Failure to have adequate proof of current insurance meeting the requirements of this section or to file such proof with School Board's Risk Management Department shall entitle School Board to immediately suspend the privilege of City to use the School Facilities until such proof is furnished and shall warrant termination of this Agreement, provided; that School Board notifies City of City's failure to deliver such certificate, and further provided that City does not deliver such certificate within ten (10) days after such notice by School Board.

e. Nothing contained in this Agreement shall be deemed or interpreted to operate as a waiver of any party's sovereign immunity as the same may be legally applicable or available to any party.

11. **Agreement Review.** At least annually, or as needed, the City and School Board staff shall meet to review the terms of this Agreement. If either party gives the other written notice to set a meeting under this sub-paragraph, the other party shall fully cooperate, and a meeting shall be set as soon as practicable; but in no event shall the meeting occur more than ninety (90) days after written notice has been given unless both parties otherwise agree. If the respective staffs agree to proposed changes or amendments the same shall be transmitted to the City Council and School Board for formal action, except as otherwise set forth in Section 14 hereof.

12. **Notice.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly received as of (i) the date and time the same are personally delivered, transmitted electronically (i.e., facsimile or e-mail); (ii) within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested; or (iii) within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

School Board:	The School Board of Orange County, Florida
	Facilities Services, Real Estate Management Department
	6501 Magic Way, Building 200
	Orlando, Florida 32803
	Telephone: _____
	Facsimile: _____

With copies to: The School Board of Orange County, Florida  
Office of the General Counsel  
445 West Amelia Street  
Orlando, Florida 32801  
Telephone: (407) 317-3700  
Facsimile: (407) 317-3751

Lakemont Elementary School  
Attn: Principal

\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

Brookshire Elementary School  
Attn: Principal

\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

City: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

or to such other address as either party hereto shall from time to time designate to the other party by notice in writing as herein provided. The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

13. **Effective Date.** The Effective Date of this Agreement shall be the date upon which the last of the parties hereto signs this Agreement (“Effective Date”).

14. **Modifications and Amendments.** This Agreement may be amended upon the mutual written consent of the parties hereto. The School Board does hereby confer upon the Superintendent, or Superintendent’s designee, the authority to amend this Agreement, or provide

any consent or notice hereunder, without formal School Board approval, provided such amendment, notice or consent does not substantially alter or modify the terms herein. The right to amend or provide consent delegated to the Superintendent shall include the right of the Superintendent to execute any other agreement, notice, request or documentation resulting from the agreements set forth herein and consistent with the terms and conditions of this Agreement. If, in the sole judgment of School Board, such amendment, notice or consent does substantially alter or amend this Agreement, then School Board shall have the option of declaring the amendment void *ab initio*, thus rendering the amendment without any legal force and effect. Amendments to this Agreement, which shall conclusively be presumed not to substantially alter or modify the terms hereof, are those, which concern the scheduling of hours of use of the School Facilities. Amendments to this Agreement which shall conclusively be presumed to substantially alter or modify the terms hereof are those which concern maintenance obligations of the parties and those which involve monetary obligations. School Board's Chief Facilities Officer, Director of the School Board's Real Estate Management Department, and legal counsel are all, individually or collectively, hereby authorized, on behalf of the Purchaser, to furnish any necessary notice required pursuant to the terms of this Agreement.

15. **Defaults and Remedies.**

a. **Default by City.** In the event City breaches any provision contained herein or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by City under the terms and provisions of this Agreement and does not remedy the failure within thirty (30) days after receipt by the City of written demand from the School Board to do so unless the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the City shall commence such cure within such thirty (30) day period and diligently proceed to cure the breach, provided that in any event, the breach shall be cured within sixty (60) days after receipt from the non-defaulting party, the School Board, in School Board's sole discretion, shall be entitled to (i) exercise any and all rights and remedies available to School Board at law and in equity, including without limitation the right of specific performance; or (ii) terminate this Agreement with only thirty (30) days prior written notice. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

b. **Default by the School Board.** In the event the School Board breaches any provision contained herein or fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by the School Board under the terms and provisions of this Agreement and does not remedy the failure within thirty (30) days after receipt by School Board of written demand from the City to do so unless the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) days, in which case the School Board shall commence such cure within such thirty (30) day period and diligently proceed to cure the breach, provided that in any event, the breach shall be cured within sixty (60) days after receipt from the non-defaulting party, City, in City's sole discretion, shall be entitled to (i) exercise any and all rights and remedies available to City at law and in equity; or (ii) terminate this Agreement with only thirty

(30) days prior written notice. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

16. **Termination or Suspension.**

a. **Convenience.** Except as otherwise specified herein, School Board or City may terminate or suspend this Agreement without cause upon ninety (90) days prior written notice to the other party. In the event of such termination, cancellation or suspension, all rights, obligations and liabilities created thereunder shall be deemed null and void and of no further force and effect.

b. **Agreement Subject to Annual Appropriation.** Pursuant to the Florida Constitution, this Agreement is subject to annual appropriation by the City Council. The City therefore retains the right to terminate this Agreement at the end of each fiscal year. Should the necessary funds not be appropriated to allow this Agreement to continue in effect, the City will give the School Board sixty (60) days' written notice.

c. **Return of Property.** Prior to conclusion of the City's occupancy under the terms of this Agreement, the City shall remove from the Schools all of its personal property and fixtures on the Schools. All other improvements become the property of the School Board and shall not be removed therefrom by the City unless requested to do so by the School Board.

17. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party to the extent incorporated into this Agreement.

18. **Waiver.** The failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall not constitute a waiver of either party's right to demand exact compliance with the terms hereof.

19. **Legal Construction.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida. The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

20. **Governing Law and Venue.** Venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.



21. **Severability.** This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

22. **Attorneys' Fees.** In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the School Board's sovereign immunity, or any defenses thereto, of the State of Florida, or its agencies, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the School Board or City to be sued.

23. **Counterparts and Facsimile Signatures.** This Agreement may be executed in two or more counterpart copies, including facsimile and electronic mail signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

24. **Relationship of Parties.** This Agreement is solely for the benefit of the parties executing the Agreement, and no rights are intended, nor shall any rights accrue, to any third party unless expressly provided in this Agreement.

25. **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns.

26. **Participation.** All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

27. **Third Party Beneficiary.** Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

28. **Timing.** Time is of the essence in this Agreement.

29. **Headings.** The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

**IN WITNESS WHEREOF**, School Board and the City have hereunto caused these presents to be executed the day and year first above written.

**“CITY”**

Signed, sealed and delivered in the presence of:

**CITY OF WINTER PARK,**  
a municipality duly enacted under the laws of the State of Florida

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

As: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by \_\_\_\_\_ as \_\_\_\_\_ of the City of Winter Park, a municipality duly enacted under the laws of the State of Florida, who produced \_\_\_\_\_ as identification or is personally known to me and who acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

*[SEE FOLLOWING PAGE FOR SCHOOL BOARD'S SIGNATURE]*

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**“SCHOOL BOARD”**

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public corporate body and political subdivision of the State of Florida

By: \_\_\_\_\_  
William E. Sublette, its Chairman

Date: \_\_\_\_\_

STATE OF FLORIDA       )  
  ) s.s.:  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by William E. Sublette, Chairman of The School Board of Orange County, Florida a public corporate body and political subdivision of the State of Florida, on behalf of The School Board. He is personally known to me or had produced \_\_\_\_\_ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**WITNESSES:**

**THE SCHOOL BOARD OF ORANGE  
COUNTY, FLORIDA**, a body corporate and  
political subdivision of the State of Florida

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Barbara M. Jenkins, Ed.D.,  
as its Superintendent

\_\_\_\_\_  
Print Name:\_\_\_\_\_

Date:\_\_\_\_\_

STATE OF FLORIDA        )  
                                      ) s.s.:  
COUNTY OF ORANGE     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Barbara M. Jenkins, Ed.D., as Superintendent of The School Board of Orange County, Florida, a body corporate and political subdivision of the State of Florida, on behalf of The School Board. She is personally known to me or had produced \_\_\_\_\_ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.

\_\_\_\_\_  
Notary Public  
Printed Name:\_\_\_\_\_  
Commission No.:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_

Approved as to form and legality by  
legal counsel to The School Board of  
Orange County, Florida this \_\_\_\_ day  
of \_\_\_\_\_, 2016, for its  
exclusive use and reliance.

Reviewed and approved by Orange County  
Public Schools Chief Facilities Officer this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

By:\_\_\_\_\_  
Laura L. Kelly, Esquire

By:\_\_\_\_\_  
John T. Morris, Chief Facilities Officer





## Agenda Item Summary

Saturday Market Rules & Regulations-Revised -

Approval of a change on the Rules and Regulations for Saturday Market to include all SNAP & FAB eligible vendors are required to participate in the programs.

### Summary:

### Background:

#### ATTACHMENTS:

##### Description

Revised Saturday Market Rules & Regulations

##### Upload Date

1/18/2017

##### Type

Cover Memo



# Saturday Farmers'

## RULES & REGULATIONS

City Commission  
Parks & Recreation Advisory Board  
City Commission

> **APPROVED 08.07.2013**  
> **AMENDED 04.22.2015**  
> **APPROVED 09.14.2015**  
> **EFFECTIVE 10.01.2015**

### 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 721 W New England Avenue, Winter Park, FL 32789
  - a. Office hours are from Monday - Friday 8am-5pm. Ph. 407-599-3397.
- D. Due to safety and health reasons dogs are not allowed in the building. However dogs are allowed on leashes on the grounds.
- E. All waiting list applications will expire on September 30<sup>th</sup>.

### VENDOR CATEGORIES/DISTRIBUTION OF OVERALL MARKET SPACE

- 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. Produce Vendor- 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. Large Plant Vendor – 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. Small Plant Vendor – 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. Bakery Vendor -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. 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 our Christmas Holiday season which is November 1-December 31. These items must be themed related to the particular holiday.
- G. Certified Organic- 5% of the present market vendor space.
  - 1. Definition -Product must be certified by an accredited certifying agent and is allowed to wear the USDA organic seal.
- H. Locally Grown- 5% of the present market vendor space.
  - 1. Definition -must be grown in within 100 miles of the market.
- I. All food vendors (prepared/prepackaged) are required to carry a license from the Department of Agriculture/ DBPR.

## **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 be 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.
- O. All vendors eligible under SNAP (Supplemental Nutrition Assistance Program) and FAB (Fresh Access Bucks) guidelines must participate in the programs.

## FEES

Full Time Vendors Weekly Fees	Part Time Vendors Weekly Fees
(A) Outside 12'x10' space, no electricity - \$26.00	(A) Outside 12'x10' space, no electricity - \$36.00
(B) Outside Additional 6', no electricity - \$14.00	(B) Outside Additional 6', no electricity - \$24.00
(D) Outside space with electricity - \$30.00	(D) Outside space with electricity - \$40.00
(E) Outside additional 6', with electricity - \$17.00	(E) Outside additional 6', with electricity - \$27.00
(D) Inside 12'x10' space with electricity - \$35.00	(D) Inside 12'x10' space with electricity - \$45.00
(E) Inside 12'x10' space without electricity - \$32.00	(E) Inside 12'x10' space without electricity- \$42.00
Vendor Deposit - \$50.00	Vendor Deposit - \$50.00

I have read and understand all of the Rules and Regulations. I agree to abide by all of the above and those on preceding pages.

Signed \_\_\_\_\_

Date \_\_\_\_\_

