

agenda

Parks and Recreation Advisory Board



May 24, 2017 at 5:30 PM

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

1: Consent Agenda

- a. **New and Outgoing Board Members**
- b. **Minutes Approval April 26, 2017**

2: Action Items

- a. **Saturday Market Manager Contract**
Staff is seeking approval of the Saturday Market Manager contract.
- b. **Track Membership Policies/Application**
Staff is seeking approval of the Track Membership Policies

3: Discussion

- a. **Field Presentation**

4: New Business

- a. **Public Input**

5: Staff Report

- **Golf Update**
- **MLK Master Plan Update**
- **Board Appreciation**
- **Tennis Center Update**

6: Adjourn

Appeals and 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."

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
April 26, 2017**

The meeting was called to order by Chairman Carl Creasman at 5:39 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
Trish Teague
Marnie Spence (5:41pm)

Staff present:

Assistant Director Ron Moore
Assistant Director Brenda Moody
Business Manager Leif Bouffard
Sargent Bruce Robinson– WPPD

Advisory Board Members absent:

Janet Atkins
Taylor Sacha

Staff absent:

John Holland Director
Jason Seeley, Parks Manager

Consent Agenda

- a) Approval of Minutes September 28, 2016

Chairman Carl Creasman gained consensus from the board on approval of the minutes.

Action Items

- a) Hollerbach Octoberfest Event Request Central Park

Eliza Silver, representing Never Stand Alone non profit, introduced the request and the owner of the Willow Tree Restaurant Mr. Hollerbach to go over the general description of the proposed event. Chairman Creasman informed the applicant that the event would be better suited for the West Meadow since there are sales of merchandise, alcohol, food, beverage truck, tents, seating tables, etc. The size of the group is anticipated to be approximately 1500. There was discussion with the board and reciprocal discussion with Ms. Silver and Mr. Hollerbach on the merits of the West Meadow vs. the East side of the park and the appropriateness of the event in which section and controlling the area in which alcohol is served. Bruce Robinson informed the applicant that they would need a police detail in place, two officers.

Motion by Trish Teague to approve the event in the West Meadow. Seconded by Carl Creasman. Motion failed with Gary Diehl, Julio deArcos and Marnie Spence voting no. Trish Teague and Carl Creasman abstained.

- b) Fee Schedule

Brenda Moody outlined for the board the proposed fee changes. She explained that only the proposed tennis fees would be eligible for change in May along with the re-signing the contract with High Performance Tennis Management and the other fees,

which included eliminating the bus rentals and changing the fee structure for continuous rental groups.

Angie Zguna expressed that she had not raised fees since taking over the management of the tennis complex seven years ago.

Motion by Trish Teague to approve tennis fees only. Seconded by Julio deArcos. Motion passed unanimously.

Discussion

New Business

- A group of members and players from the Azalea Lane Tennis Center was in attendance to speak to the board.
 - High Performance Tennis Management owner Angie Zguna expressed to the board members that there are capital needs at the tennis center that are not being met and maintenance needs that are not being met and that her water bills are the highest in the city.
 - Al Morrow, member, stated that the subcontractor needs the tools to do her job, straps and nets and the maintenance of the courts, loose gravel, and lights, cracks in hard courts. A friend broke his hip because of a deficit of court material on the soft courts.
 - Bill Swartz, former city employee and current player of the center brought samples of clay to the board members and told them that there should be a different type of clay and there are dry spots. He stated he had to use a spade to break it up enough to bring a sample. He states the wrong materials is on the courts.
 - Christy Garitty, member stated that there are unsafe conditions, she had earlier tore her ACL on one of the courts, there are cracks, and the courts are dangerous. Out of slant.
 - Another member, whose name was unclear (Annabell Garris?), stated that the plays daily and the toilets do not flush and the courts are dangerous and the lights need repair, cracks in courts. Safety issue. Thinning and dryness and loss of clay on courts.
 - Rose Plumly, member stated that the courts are in disrepair and lights, paint is gone from court.
- Chairman Creasman assured the tennis members that their concerns are heard and that theirs is a board of action. Julio deArcos stated this was his first knowledge of any items of disrepair at the tennis center.
- Brenda Moody stated that she would meet with the subcontractor to go over her concerns.
- Chairman Creasman asked to have this item on the May Agenda and asked the subcontractor to put her issues in writing.

- Heather Caldwell with Mead Botanical Garden, Inc thanked staff for their support of a very successful Duck Derby in the park.
- Mr. Hollerbach with the Octoberfest Action Item asked if his item could be reconsidered for placement in the West Meadow.
 - Chairman Creasman stated that in order to be reconsidered the board members voting no on the motion to have their event in the West Meadow would have to consent to change their vote.

Staff Report

- Brenda Moody distributed the 2016 Annual Report
- Ron Moore asked the board to hear once again Mr. Hollerbach with the Octoberfest Action Item who asked if his item could be reconsidered for placement in the West Meadow.
 - Chairman Creasman stated that in order to be reconsidered the board members voting no on the motion to have their event in the West Meadow would have to consent to change their vote.
 - Discussion amongst the board and with the applicant resulted in the following motion:
 - **Motion by Trish Teague to approve the Octoberfest event in the West Meadow. Seconded by Carl Creasman. Motion 4-1 with Marnie Spence voting no.**
- **Bruce Robinson, WPPD informed the board that his new back up board liaison will be Jeff Hersham.**

Next Meeting – May 24, 2017 @ 5:30 p.m., Parks & Recreation, Community Center conference room D.

The meeting adjourned at 6:47pm.

Brenda Moody



Agenda Item Summary

Saturday Market Manager Contract - Staff is seeking approval of the Saturday Market Manager contract.

Summary:

Background:

ATTACHMENTS:

Description	Upload Date	Type
Saturday Market Manager Contract	5/18/2017	Cover Memo

**CITY OF WINTER PARK
FARMERS' MARKET MANAGER
AGREEMENT**

THIS AGREEMENT, make effective as of this _____ day of _____, 2017, between the City of Winter Park, Florida, a municipal corporation organized and existing under the laws of the State of Florida, (the "City") and Karen Ford, 6946 Vintage Ln, Port Orange, FL 32128. ("Manager")

WITNESSETH:

WHERE AS, the City is the owner and operator of the certain Farmers' Market known as the Winter Park Farmers' Market located at 200 W. New England Ave., Winter Park, Florida, and

WHERE AS, the City has undertaken and assumed the responsibilities for the operation, management and maintenance of the Market and the City deems it advantageous to itself and the operation of the Market to enter into an Agreement of certain services of a Manager at he Market.

NOW, THEREFORE, for and in consideration of the foregoing premises, and in consideration of the covenants and agreements hereinafter contained, the City and manager agree as follows:

1. **Service.** The City shall retain and contract with the Manager and he / she shall serve the City as a Manager on behalf of the City at the Market, upon the terms and conditions hereinafter set forth.
2. **Term.** The term of this Agreement shall be for a period of **five (5) years**, commencing on May 1, 2017 and terminating April 30, 2022 subject to prior termination as hereinafter provided.
3. **Independent Contractor.** Manager affirms and acknowledges that she is an independent contractor and is not an employee of the City. City does not wish to hire Manager as an employee and in fact is entering into this Agreement only based on the independent contracting skills and status that Manager has promised to provide. Manager has in the past provided or is currently providing similar management services to other farmer's markets. Manger agrees to provide City of an occupational license.
4. **Duties of Manager.** During the term of this Agreement, Manager agrees duties will include, but are limited to the following:
 - a. Will supervise vendor allocated spaces, collect rent, settle disputes of vendors, enforce rules of the market insure necessary licenses are displayed and certificates are up to date.
 - b. Will act as the City's representative to customers providing courtesy information to potential vendors and settle disputes between vendors and customers.
 - c. Will be available during the week for phone calls and meeting with the City and or Parks and Recreation Advisory Commission and City Commission.
 - d. Will maintain the restrooms, collect trash, clean the facilities, and grounds resulting from the Saturday Market.
 - e. Will devote his / her full time and best efforts to their responsibility as a Manager and to be in attendance at the Market from 5:00am until the market is closed and cleaned.
 - f. Will assist with completing records and accounts in respect to the operation of the Market and shall provide information at any time to the City, its auditors and or Finance Director.
 - g. Will act as liaison between the City, Market patrons and vendors.
 - h. Will provide advice regarding maintenance, safety concerns and improvements to the Market, when appropriate.

- i. Will collect and promptly remit to the City all Market fees collected in connection with the use of the Market.
 - j. Will contact and inform City staff immediately of any injuries or incidents at the Market and provide a written statement of the event.
- 5. **Time to be devoted to Business:** All matters to be performed by Manager, and all services rendered by Manager as designated by this Agreement, are to be rendered by him / her personally or, in their absence, by designee previously approved by the City.
- 6. **Compensation:**
 - a. **Basic Compensation.** As compensation for services rendered as manager under this agreement, the Manager shall be entitled to receive the sum \$225.00 per week. The city will not compensate manager for weekly amount during absence of the Manager or their designee, excluding the spring and autumn Winter Park Art Festival weekend.
 - b. **Benefits.** The manager shall not be considered as having an employee status with the City or be entitled to participate in any plans, arrangements, or distributions by the City pertaining to or in connection benefits, disability benefits, or other similar benefits, for employees of the City.
- 7. **Direction of Manager.** The manager shall be responsible to and shall follow the direction of the Parks and Recreation Director of the City.
- 8. **Termination.** If for any reason, the Manager shall become unfit or incapacitated to serve as Farmers' Market Manager pursuant to this Agreement or shall fail to perform her obligations hereunder or if the City no longer maintains administrative control of the Farmers' Market, the City may terminate this Agreement on thirty (30) days written notice to the Manager.
- 9. **Indemnification of City.** Manager indemnifies the City from all liabilities or claims, demands damages, and costs, for or arising out of any duties performed by Professional under this agreement.

IN WITNESS WHEREOF, the City and Professional have caused this agreement to be executed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

CITY OF WINTER PARK, FLORIDA

By: _____

“City”

“Manager”



Agenda Item Summary

Track Membership Policies/Application -
Staff is seeking approval of the Track Membership Policies

Summary:

Background:

ATTACHMENTS:

Description	Upload Date	Type
Policies	5/18/2017	Cover Memo
Fees	5/18/2017	Cover Memo
Business Permit App	5/18/2017	Cover Memo
Waiver	5/18/2017	Cover Memo



Showalter Stadium

Track Membership Rules & Regulations

GENERAL

- A. Track memberships is defined as the use of the stadium track individually or training with a trainer or instructor. This includes, running, jogging & exercising.
- B. Hours use for track memberships are Monday - Friday from 7:30am-12pm (August through May) and 7:30am-12pm, 4pm-7pm during the months of June & July. Weekend hours for track memberships are Saturday from 7:30am-12pm and Sunday from 2pm-7pm.
- C. All visitors who wish to use the track for recreational use will be required to have a track membership which can be purchased at the Winter Park Community Center located at 721 W. New England Ave. Winter Park, FL 32789 Ph. 407-599-3275 or 407-599-3397. Hours are Monday – Friday 8am-7pm. Weekend hours are Saturday 9am-7pm and Sunday 10am-5pm.
- D. Recreational use of track is only allowed during membership hours. Track use is not permitted during any Showalter Stadium rentals (track, field or both) or times other than scheduled membership hours.
- E. Animals are not permitted in the stadium or on the track at any time. (Service Animals are an exception).

MEMBERSHIPS

- A. The City of Winter Park reserves the right to refuse any activities deemed inappropriate for the site.
- B. All potential track members must provide proof of residency and fill out/sign an Individual Liability Waiver. Approved fees as defined in the City of Winter Park Fee Schedule must be paid before a membership is granted.
 - a. All membership fees are prorated through September 30th.
 - b. Memberships are non-transferrable.
 - c. Inquiries pertaining to track membership for individuals or instructors can be sent to recreation@cityofwinterpark.org Ph. 407-599-3397 or by visiting the Winter Park Community Center located at 721 W. New England Ave Winter Park, FL 32789. All track membership holders will receive a Rec ID once enrolled. Rec IDs must be present at all times during track use.

- C. Track participants must use jogging/running shoes or track specialized cleats with 1/8" pyramid spikes.
- D. Track memberships do not include any city owned equipment.
- E. Use of the turf field must be approved by the Parks & Recreation Department.
- F. All use of starting blocks for running must be approved by the Parks & Recreation Department prior to use.
- G. Pole Vault and High Jump use is prohibited for track membership use.
- H. Any equipment that can alter or damage the track surface is prohibited.
- I. Tables and chairs cannot be placed on track surfaces at any time.
- J. Children under the age of 11 must be accompanied by an adult at all times

TRAINERS, INSTRUCTORS & GROUPS

- A. Trainers will be required to purchase an Open Space Business Permit with the city in order to hold training events and work out sessions. Permit fees are separate from Track Membership Fees. Track training and boot camps must be approved by Parks & Recreation Department and comply with the Parks Open Space Business Permit Policy.
- B. Trainers who also hold large sessions (Groups larger than 10 people) will be required to rent the track for the allotted time needed for their session. Rental contracts and Open Space Business Permits can be obtained through the Parks & Recreation office located at 721 W. New England Ave or through email @ recreation@cityofwinterpark.org Ph. 407-599-3397.
- C. Each individual in the training group must have a valid track membership.
- D. If trainers or instructors are present during track membership hours, the City of Winter Park will determine the classification.
- E. Organized groups require rental of the stadium (track, field or both).
Definitions: organize teams or league participants, 15 or more participants, uniform, officials, coaches.

OTHER

- A. Any damage done to the track or field surface by track membership holders will result in additional fees.
- B. Alcohol is prohibited.
- C. Memberships can be purchased monthly or yearly for residents and non-residents.

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

Signed

Date

Track Membership Proposed Fees

Showalter Track Membership October 1 through September 30 Prorated

Monthly Resident	20.00 (M)
Monthly Non Resident.....	30.00 (M)
Annual Resident	150.00 (M)
Annual Non Resident	225.00 (M)

Trainer/Instructor: Less than 10 students, October 1 through September 30 Prorated

Monthly	50.00 (M)
Yearly	500.00 (M)

Application for Parks Open Space Business Permit
City of Winter Park
Parks and Recreation Department

Business Name: _____	Date: _____
Business Manager: _____	Title: _____
Business Address: _____ _____ _____	
Business Phone: _____	Cell: _____
Email Address: _____	Fax: _____
Park Requested: _____	Area: _____
Type of Activity: _____	
Describe in Detail: _____ _____ _____	
Number of Expected Participants: _____	Ages of Participants: _____
By signing below, applicant acknowledges receipt of rules and regulations. Applicant has read rules and regulations and agrees to abide by same.	
Signature: _____	Date: _____
FOR OFFICE USE ONLY:	
Proof of Insurance ? : _____	Proof of Orange County Tax Certificate: _____
Proof of Background Checks if Applicable: _____	Liability Waivers on File?: _____
Director of Parks and Recreation Signature of Approval: _____	
Business Permit Number: _____	Amount Paid: _____
Expiration Date: _____	Approved Park: _____

INTENT:

The Parks Open Space Business Permit shall be issued to licensed businesses or individuals engaging in business on the open space areas of City parks. Types of businesses this policy is intended to address include personal trainers, fitness instructors, martial arts instructors, personal coaching, summer camps, program instructors, and the like. Concessionaires require an additional application form.



City of Winter Park

Individual Liability Waiver

NAME: _____ BIRTHDATE: _____

ADDRESS: _____ CITY: _____ ZIP: _____

PHONE NUMBER: _____

EMAIL: _____

RELEASE AND WAIVER OF LIABILITY (READ CAREFULLY)

In consideration of being permitted to engage in the above activity, I hereby ASSUME THE RISK OF PERSONAL INJURY OR DEATH AND I, FOR MY HEIRS, EXECUTORS, REPRESENTATIVES AND ADMINISTRATORS, HEREBY AGREE TO RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE CITY OF WINTER PARK, THE CITY OF WINTER PARK'S EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES, EXPENSES, FEES, SUITS, PROCEEDINGS, CAUSES OF ACTION, COST OF ACTIONS, INCLUDING ATTORNEY'S FEES, FOR TRIAL AND APPEAL, WHICH I MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE ACTIVITY LISTED ABOVE. I UNDERSTAND THAT THIS RELEASE AND WAIVER INCLUDES ANY CLAIMS BASED ON NEGLIGENCE, GROSS NEGLIGENCE, ACTIONS, OR INACTIONS OF THE CITY OF WINTER PARK, IT'S EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES.

I HAVE READ THIS CONTRACT BEFORE SIGNING.

NAME (PRINT)

DATE

SIGNATURE

DATE OF BIRTH

WITNESS NAME (PRINT)

DATE

WITNESS SIGNATURE



Agenda Item Summary

Public Input -

Summary:

Background:

ATTACHMENTS:

Description

Letter to Parks Board

Upload Date

5/23/2017

Type

Cover Memo



Jeffrey Blydenburgh To the Parks and Recreation Advisory Board

My wife, Jill, and I each attended one of the MLK Park planning sessions earlier this month. While we appreciated the opportunity to comment on the future of this important park, there were two constraints placed on the meetings that we believe handicapped the usefulness of the discussion—we were not supposed to talk about the relationship of the new library to the park or to include the former bowling alley property in our recommendations.

Despite these instructions the people in both of our discussion groups concluded that the former bowling alley property should be included in the planning for MLK Park's future. That seemed to be the conclusion of most of the people attending. This is logical given the heavy use of the park's recreation facilities, the loss of some park land to the library, the growing population of the city and the accompanying demand for recreation space, and the goal, stated within our recently adopted Comprehensive Plan revision, to improve the appearance of the Fairbanks Avenue gateway to the downtown area.

So, we recommend: 1) that the City of Winter Park refrain from selling the bowling alley property at this time, 2) that the bowling alley land be included in the MLK Park planning process, and, 3) if that process identifies an important use of the land in the final MLK Park plan, that the City should retain the bowling alley land and incorporate it into the park.

We hope the Parks and Recreation Advisory Board will make this recommendation or one like it to the City Commission. Thank you for your consideration.

Bob and Jill Bendick

1211 Oxford Road, Winter Park

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