

Parks and Recreation Advisory Board



August 28, 2019 at 5:30 PM

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

1: Consent Agenda

- a. Minutes Approval 0724.19
- b. Mead Botanical Garden Fee Revisions

2: Action Items

- a. Updated Cady Way/Phelps Tennis Court Rules
- b. Updated WP Farmers' Market Rules & Regulations

3: Discussion

4: New Business

5: Staff Report

- **Family Fun/Recreation Update**
 - Summer Camp Recap
 - Fall Event & Programming Update
- **Parks/Projects Update**
 - Review status of current projects & FY20 Projects
 - WPHF Grant Info
- **Orlando Weekly Awards**
 - Saturday Market
 - Best Public Park Renovation- WPTC

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.



Agenda Item Summary

Minutes Approval 0724.19 -

Summary:

Background:

ATTACHMENTS:

Description

0727.19 Board Minutes

Upload Date

8/26/2019

Type

Cover Memo

**PARKS AND RECREATION
ADVISORY BOARD
July 24, 2019**

Chairman Carl Creasman called the meeting to order at 5:30 p.m. at the Winter Park Community Center in conference room D.

Advisory Board Members present:

Carl Creasman
Drew Nasrallah
Chris Morrison
Brian Furey
Taylor Sacha
J Matthew Knight

Staff present:

Jason Seeley
Kesha Thompson
Mike McCosker
Cathleen Daus
Tim Egan

Advisory Board Members absent:

Renee Maloney

Staff absent:

Ron Moore

Guests:

Consent Agenda:

- a) Minutes Approval 6.24.2019
- b) 4 Rivers Foundation/Cows & Cabs
- c) Chabad 2019
- d) WPHS Homecoming Parade
- e) FY20 Fee Schedule
- f) Rules & Regulations for Review

Carl Creasman gained consensus from the board to approve the consent agenda.

Action Item

- a) **Selection of Vice Chair**

A nomination brought forth for Taylor Sacha to serve as the Parks Board vice Chair, the nomination passed unanimously.

- b) **Lighthouse Sight & Sole Fall Fest**

Jane Newnum, Vice President of Lighthouse Central Florida, requested a fee waiver of park rental fees, use of a sound system and approval to host their annual Sight and Sole Fall Fest on the north end of Central Park. Not all of the fee waiver requirements were met; so the board could not approve the fee waiver request.

A motion made by Bradley Doster to approve the use of the north end of Central Park to host the Sight & Sole Fall Festival; seconded by Brian Furey. The motion passed unanimously.

c) Winter Park Music Academy

Staff informed the board with the current partnership that the Parks & Recreation Department has with the Winter Park Music Academy, and is in support of this event.

A motion made by Taylor Sacha to approve the Winter Park Music Academy bi annual student performance in the north end of Central Park; seconded by Chris Morrison. The motion passed unanimously.

d) WPTC Rules & Regulations

Staff presented the current rules that have been implemented at the Winter Park Tennis Center for board approval.

A motion made by Chris Morrison to accept current rules and regulations for the Winter Park Tennis Center as presented; seconded by Drew Nasrallah. The motion passed unanimously.

e) Ward Park Recommendation

A recommendation on behalf of the board to the City Commission to implement a plan to improve the aesthetics of portions of Ward Park.

A motion made by Brian Furey to accept the recommendation as presented; seconded by Drew Nasrallah. The motion passed unanimously.

f) Lease of St. Andrew's Property & Proposed Parking

Staff presented a lease agreement with St. Andrews United Methodist church to use some of their property for parking to alleviate some of the parking concerns at Ward Park, and to reduce the amount of vehicle traffic on the athletic fields. Chris Morrison addressed the lease and recommended that the city clearly outlined specific rights as to the use of the property.

A motion made by Bradley Doster to approve the lease agreement; seconded by Taylor Sacha. The motion passed unanimously.

Discussion

New Business

Commissioner Todd Weaver addressed the board to present some of the things the CRA advisory board have been discussing, some possible options for the current or to replace the splash pad area in Shady Park, thoughts of revisions for the South end of MLK Park, as relates to the south corner of Denning and parking on Comstock Ave.

Staff Report

- **Project Update**
- **Recreation/Family Fun Update**
- **Schedule an upcoming work session, to go over**

Next Meeting – August 28, 2019 @ 5:30 p.m., Parks & Recreation, Community Center.

The meeting adjourned at 6:43pm

Kesha Thompson

Kesha Thompson
Recording Secretary



Agenda Item Summary

Mead Botanical Garden Fee Revisions -

Summary:

Background:

ATTACHMENTS:

Description

MBG Facility Fee Increase Request

MBG Fee Increase Justification

2019 Rental Fee Comparison

Upload Date

8/27/2019

8/27/2019

8/27/2019

Type

Cover Memo

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Cover Memo



**Mead Botanical Garden
Facility Usage Fee Increase Request – Fall 2019**

	<u>Recommended Fee</u>	<u>Current Fee</u>
THE GROVE		
Capacity: 1,000		
less than 400 people	\$1,425 includes stage, lawn and pole barn (8 hours)	\$750
400-1,000 people	\$1,750 includes Discovery Barn and above (8 hours)	\$1650
Refundable Security/Damage Deposit	\$500	
Set-up day for event preparation	75% of small event fee	
THE CLUBHOUSE/RECEPTION HALL		
Capacity: 175		
Tables, chairs, main room, conference room, kitchen, setup, and patio included.		
Refundable Security/Damage Deposit	\$500	\$300
<u>Premiere Season – October through May</u>		
Monday -Thursday, Day	\$125 per hour (3-hour minimum)	\$250 (3 hours)
Monday-Thursday, Evening – after 4pm	\$175 per hour (3-hour minimum)	--
Friday & Sunday	\$1350 (8 hours)	\$900 (6 hours)
Saturday rental	\$1,500 (8 hours)	\$900 (6 hours)
<u>Discounted Season – June through August</u>		
Monday -Thursday, Day	\$300 (3 hours)	\$250 (3 hours)
Monday- Thursday, Evening – after 4pm	\$300 (3 hours)	--
Friday & Sunday	\$1250	\$900 (6 hours)
Saturday rental	\$1,375 (8 hours)	\$900 (6 hours)
*THE HISTORIC LITTLE AMPHITHEATER		
Capacity: 175		
Weekday rental, Monday – Thursday	\$400 (3 hours)	\$300 (2 hours)
Weekend rental, Friday – Sunday	\$500 (3 hours)	\$350 (2 hours)
Refundable Security/Damage Deposit	\$300	
* LEGACY GARDEN		
Capacity: 150	\$750 (4 hours)	\$400 (4 hours)
Refundable Security/Damage Deposit	\$300	\$200
* CAMELLIA GARDEN		
Capacity: 50	\$425 for 4 hours	\$300 (4 hours)
Refundable Security/Damage Deposit	\$300	\$100
COMBINATION PACKAGE DISCOUNT		
	\$200 discount	--
Discount for combined rental of the Little Amphitheatre, Legacy Garden OR Camellia Garden <u>AND</u> The Clubhouse or THE GROVE.		

EACH ADDITIONAL HOUR for The Grove, The Clubhouse, Legacy and Camellia Garden is \$100. Little Amphitheatre is only reserved in 3-hour blocks.

SALES TAX is added to above fees. A 4% processing fee for use of credit card payments.

* Mead Botanical Garden, Inc. will offer a 20% discount to Winter Park Residents, First Responders, and Military for The Grove, Little Amphitheatre, Legacy Garden and Camellia Garden locations. Discount not available for The Clubhouse.

Rental Contact: Heather Caldwell, Assistant Director heather@meadgarden.org 407.599.2800



Mead Botanical Garden Inc. Justification for Venue Rental Fee Increase Request Fall 2019

Mead Botanical Garden Inc. is recommending a rental fee increase for the following Garden venues:

- The Grove
- The Clubhouse Reception Hall
- The Historic Little Amphitheatre
- Legacy Garden
- Camellia Garden

Justification for Request for Rental Fee Increase

- Revenue generated from rentals supports the operation of and continued improvement of Mead Botanical Garden
- Market competitive analysis indicates current fees are well below market rates.
- Fees for the Clubhouse and Grove have not been increased in 3+ years.
- Little Amphitheatre hourly rate not increasing; change gives an additional hour for rental, per market request.
- The Clubhouse rate provides renter with 8 hours for event vs. current 6 hours; most renters now purchase two or more additional hours.
- New combination package will incent additional business and benefit the renters.
- Expenses associated with rental operations have increased.

Clubhouse Improvements

New tables and chairs
New floors
New baseboards and casing
New stage
New ceiling
New overhead lights
New front door
Replaced plexiglass windows with glass
Patio market lights
Upgraded landscaping

Historic Little Amphitheatre

New bench seats installed – replaced old painted 2 x 4s with beautiful, long-lasting Brazilian walnut
Created wheelchair accessible viewing area
Relaying of brickwork
Significant landscape improvements including installation of seven large magnolia trees

City Facilities													
Price by Day of Week	MBG Clubhouse Proposed		Capen House	Casa	FL Fed of Garden Clubs	Farmers Mkt	WP Country Club	Comm Center	Woman's Club of Winter Park	University Club	Maitland Venue on Lake		
Saturday	high	high	high	high	high	high	high	high	high	no diff	high		
Friday	mid	mid	mid	mid	high	high	high	high	high	no diff	mid		
Sun	mid	mid	mid	mid	hourly	hourly	high	mid	mid	no diff	mid		
Mon - Thur	hourly	base	base	base	hourly	hourly	hourly	mid	mid	no diff	mid		
Seasonal Windows	MBG Clubhouse Proposed		Capen	Casa	FL Fed of Garden Clubs								
Premium Pricing	Oct - May		Oct - June	Oct - May	Oct - May								
Regular Pricing	June - Sept		July - Sept	June - Sept	June - Sept								
Pricing Premium Season	MBG Clubhouse Proposed		Capen	Casa									
Saturday *	\$1,500	*	\$3,000	\$3,225									
Fri and Sun *	\$1,350	*	\$2,250	\$2,550									
Mon - Thur * Evening	\$175/hr	**	\$1,500	\$2,125									
Mon - Thur Day **	\$100/hr	**	\$400	-									
	* 8 hours		* 8 hrs										
	** 3 hour min		** 4 hrs										
Regular Season Price	MBG Clubhouse Proposed		Capen House	Casa	FL Fed of Garden Clubs	Farmers Mkt	WP Country Club	Comm Center	Woman's Club of Winter Park	University Club Banquet Hall	Maitland Venue on Lake		
Saturday	\$1,375	*	\$2,100	* \$ 2,230	\$ 3,500	* \$2,000	\$1,000 *	^	\$1,275	^	\$1,500 *	1350	\$1,750
Friday	\$1,275	*	\$1,575	* \$ 1,915	\$ 2,500	* \$2,000	\$1,000	^	\$1,275	^	\$1,500 *	1350	\$1,100
Sunday	\$1,275	*	\$1,575	* \$ 1,915	\$ 2,500	* \$200/hr	\$175/hr		\$1,275		\$1,200 *	1350	\$1,100
Sun - Friday	-		-	-	\$995	** -	-		-		-	-	-
Mon - Thur	\$300	**	\$1,050	* \$ 1,600	\$ 1,850	* \$200/hr	\$175/hr	hourly	\$1,200	*	1350	\$1,100	
Mon - Thur Day	\$300		\$500	**					\$450	**		125/hr	
	* 8 hrs		* 8 hrs		* 8 hrs		^ 4 p.m. - midnight	^ 4 p.m. - midnight	4 hours		4 hours	evenings	
	** \$100/hr; 3 hr min		** 4 hrs		* 5 hrs		^ \$200/extra hrs	^ \$400 for kitchen	add' hrs extra		add' hrs extra	6 hours	
					\$225 /extra hrs		^ \$400 parking lot	^ \$100 for audio	** 2 hours			\$125/extra hrs	



Agenda Item Summary

Updated Cady Way/Phelps Tennis Court Rules -

Summary:

Background:

ATTACHMENTS:

Description

Rules for Cady Way/Phelps Park Tennis Courts

Upload Date

8/26/2019

Type

Cover Memo



**CITY OF WINTER PARK
PARKS AND RECREATION DEPARTMENT
RULES AND STANDARDS FOR TENNIS INSTRUCTION
CADY WAY PARK AND PHELPS PARK**

1. Hours:

- A. Phelps Park is open from 8am until dusk.
- B. Cady Way Park is open from 8am until 9pm.

2. Amenities:

- A. Cady Way Park features four hard courts with lighting.
- B. Phelps Park features three hard courts without lighting.

3. General:

- A. One court must be available for public open play at all times at both Cady Way Park and Phelps Park.
- B. Tennis instruction may not take place on (Court 1) at any time for public play.

4. Rules for Instructors:

- A. All Tennis Instructors must register with the Parks and Recreation Department. All instructors must sign a teaching contract
- B. All professional teaching staff shall possess a membership from the United State Professional Tennis Association with a minimum membership rating of Professional 3, with a (NTRP) of not less than 4.0 playing ability. All instructors teaching youth athletes will be required to complete a level 2 background check through the city (at instructors' cost)
- C. All registered professionals must obtain their certificates within six (6) months of the execution of their contract. Failure to do so will result in the termination of the instructor's ability to give lessons at the City facilities.
- D. A maximum of three instructors at Cady Way Park and two Instructors at Phelps Park may be approved.
- E. Tennis court availability will be based on a first come first serve besides leaving open court 1 for public use only.
- F. During lessons, Instructors must display a "reserved" sign that will be provided by the instructor.
- G. All tournaments must be approved 60 days in advance (and such notice will be publicly posted).

- H. Use of courts for lessons, clinics or camps without the approval of the Parks and Recreation Department and a signed contract will result in the termination of the instructor's ability to give lessons. This violation will carry a one year termination period.
- I. Storage will not be provided for the instructor's equipment.

5. Fees:

- A. Each Tennis Instructor will be responsible for a \$125 per month rental fee, once they are approved by the city for work at location.
- B. Instructors shall charge no less than a minimum hourly rate of \$40, and no more than a maximum hourly rate of \$95, whether as a single or clinic lessons.
- C. All monthly payments are due to the Parks and Recreation Administration Office no later than the 15th day of each month for the previous month's revenue collections.



Agenda Item Summary

Updated WP Farmers' Market Rules & Regulations -

Summary:

Background:

ATTACHMENTS:

Description

Current Rules & Regulations

Revised Rules & Regulations

Current FM Agreement

Revised FM Agreement

Upload Date

8/27/2019

8/27/2019

8/27/2019

8/27/2019

Type

Cover Memo

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Saturday Farmers' Market

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 30th.

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 _____

Parks & Recreation Department ■ 721 W. New England Ave. ■ Winter Park, FL 32829 ■ 407.599.3334



Saturday Farmers'

RULES & REGULATIONS

City Commission
Parks & Recreation Advisory Board
City Commission

> **APPROVED 08.07.2013**
> **AMENDED 08.21.2019**
> **APPROVED 08.28.2019**
> **EFFECTIVE 10.01.2019**

GENERAL

- A. The Market will operate on Saturday from 7:00am to 1:00pm.
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- 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 30th.

VENDOR CATEGORIES/DISTRIBUTION OF OVERALL MARKET SPACE

- A. Produce Vendors.....20% of present Market Vendors
- B. Large Plant Vendors.....20% 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.....40% of present Market Vendors
- F. Certified Organic/Locally Grown.....10% of present Market Vendors
- G. 1 Space will be assigned for Winter Park Nonprofit Organizations upon approval.
- H. 1 Space will be assigned for Open Public Forum upon approval.
- I. 1 Space will be assigned for exhibit, entertainment, demonstration, and promotion upon approval
- J. No more than two primary small vendors **selling similar primary items** may utilize the Market at one given time.
- K. Secondary items **must be approved** and can 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 – 20% 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 – 40% 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. Pop-up Vendors – These are vendors that may sell a unique or interesting product that enhances the experience of market guests and may bring new customers to the market. Primary Small Vendor rules still apply regarding product duplication. A pop vendor is limited to one visit per month and no more than 6 visits per year. No more than 2 spaces will be utilized for pop up vendors.
- H. Food Trucks – Market will have no more than 3 food trucks each week and no more than 2 Full Time food truck vendors contracted to allow for third space to be rotated in order to keep offerings fresh and varied.
- I. Certified Organic/ Locally Grown- 10% of overall market vendor space.
 - 1. Certified Organic -Product must be certified by an accredited certifying agent and is allowed to wear the USDA organic seal.
 - 2. Locally Grown -must be grown in within 100 miles of the market.
- J. All food vendors (prepared/prepackaged) are required to carry a license from the Department of Agriculture/ DBPR.

VENDOR RULES

- A. Each vendor must comply with all state of Florida and Orange County guidelines.
- B. Each vendor must obtain an occupational license from the City of Winter Park.
- C. Vendors must be set up **no later than 30 minutes prior to market start time** so there is no interruption in service.
- D. 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.
- E. Vendors must obtain, display and keep current applicable state, county and city licenses. All vendors are required to display business names at all times.
- F. Large trucks, those over 1.5 tons must unload and exit the area **no later than one hour prior to market start time.**
- G. Vendors who must use a vehicle as an integral part of their business are limited to a vehicle with a weight of 1.5 tons or less. **(must be approved)** Using the vehicle as a holding area is not considered integral to the business.
- H. Full time vendors' must pay on the last Saturday of each month for the entire upcoming month and will be provided a reserved space.
 - Annual Attendance** - Must attend 45 weeks per year (Oct-Sept)
 - Unplanned Absences** - 2 per year - must contact parks office no later than Friday at noon. Fee will not be charged for date missed.
 - Planned Absences** - planned absences should be communicated to the market manager as soon as possible so that substitute vendors can be arranged to assure a positive market experience for all guests.
 - No Show/Last Minute Call Outs** - Failure to show to market with no communication or communication after Friday at noon.
 - **First Occurrence** - Written Warning
 - **Second Occurrence** - Last Chance Notice
 - **Third Occurrence** - Contract Termination
 - **2 Consecutive Occurrences** - Contract Termination
- I. Part-time Vendors are vendors that sell seasonal merchandise and participate on a weekly or part-time basis. Seasonal vendors may receive a space on a weekly basis with no permanent location or six working days prior to Market date and must pay on Saturday, one-week prior to the requested market date.
- J. The City reserves the right to relocate vendors within the market and to limit the quantity of stall space sold to any vendor.
- K. Vendors are responsible for cleanup in the vicinity of their operations
- 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 Parks and Recreation Department for approval.

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 _____

CITY OF WINTER PARK SATURDAY FARMERS' MARKET USE AGREEMENT

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

25. All vendors must sign a contract prior to Market operation. This contract may not be assigned, unless Vendor obtains written permission from the City for such assignment. Assignment will be at the City's sole discretion, and will only be permitted by the City where the assignee is an entity that has obtained full ownership or control of Vendor and that will offer for sale the same or substantially same products that the Vendor listed in the "ITEMS TO BE SOLD" section of the Agreement. Vendor must provide to City all written documentation and other information requested by City to ensure, to the City's satisfaction, that the Vendor fully owns or controls assignee.
26. A refundable deposit will be required by all vendors as dictated by the current fee schedule. The deposit or a portion of the deposit will be retained by the City of the reasons listed below. In the event of damage, this amount deducted from the deposit will be determined by the cost of materials and the hours of labor needed for repair; additional billing may occur depending on the extent of damage:
- Damage to building, equipment, property, or excessive cleaning required.
 - Coming in the Market area with vehicle prior to closing time.
 - Use of space that have not been rented or reserved.
 - Misrepresentations of the vendor or the type of product being sold.
 - Cancellation with no notice prior to Market time, three consecutive no shows will result in the loss of deposit and contract cancellation.
 - Deposits will be refunded only if two weeks' notice is given prior to termination of agreement.
 - Failure to remove all equipment from the Farmers' Market property by the end of scheduled time.
 - Violation of contract rules regulations.
 - Failure to remove all articles from refrigerator and freezer.
 - Placing cardboard boxes in dumpster.
27. For License Information.
- Orange County Business Tax Receipt 407-836-5650
 - Division of Plant Industry 888-397-1517
 - Annual Food Permit 800-435-7352
 - Department of Business & Professional Regulations 850-487-1395
28. By execution hereof, the undersigned releases and discharges and agrees to hold harmless the City of Winter Park from any and all claims, demands, action, or right of action arising out of or by reason of the use of the Saturday Farmers' Market except due to the sole negligence of the City. This contract may not be assigned, unless Vendor obtains written permission of the City for such assignment, which will only be grant, under the conditions specified in paragraph 25 of the City of Winter Park Saturday Farmers' Market Use Agreement.

Signature of Vendor

Date

Policy Approved by Parks and Recreation Board on March 27, 2013

CITY OF WINTER PARK
FARMERS' MARKET USE APPLICATION

NAME: _____ SS#: _____ PHONE: _____

BUSINESS: _____

BUSINESS ADDRESS: _____

PHONE: _____ REQUESTED START DATE: _____

BUSINESS EMAIL: _____

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

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

FOR OFFICE USE ONLY

WEEKLY FEE: _____ CONTRACT NUMBER: _____

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

DBPR #: _____ ANNUAL FOOD PERMITS: _____

PLANT CERT: _____ WP BUSINESS TAX RECEIPT: _____

DEPOSIT: \$ _____ CHECK #: _____

RECEIPT: _____

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

SIGNATURE: _____ DATE: _____

VALID THROUGH: _____ COMMENTS: _____

Authorized by _____ Date: _____

CITY OF WINTER PARK SATURDAY FARMERS' MARKET USE AGREEMENT

1. Saturday Market Office Hours: Tuesday-Friday By appointment. Saturday Market office 407-599.3341 or Parks and Recreation Administration 407.599.3397.
2. Fees shall be charged according to the current fee schedule as set by the City of Winter Park Commission. All fees are subject to sales tax.
3. Two consecutive no shows will result in termination of this agreement and loss of deposit.
4. Checks or Money Orders are accepted, made payable to The City of Winter Park.
5. Spaces reserved should include front and side display area and signs.
6. The City will not be responsible for any articles left at the facility.
7. City property or equipment may be utilized only with permission of the Farmers' Market.
8. Vandalism, breakage, and possible hazardous conditions must be reported to the Farmers' Market staff.
9. The use of nails, tacks, or staples on City tables, walls, or structures is prohibited.
10. Clean up must include placing all garbage in cans, taking down displays, picking up litter indoors and out.
11. The City of Winter Park reserves the right to cancel any contract with one week's notice.
12. SMOKING IS NOT PERMITTED ON CITY OF WINTER PARK PROPERTY/MARKET AREA
13. No LP gas or propane in pressurized containers are permitted inside market.
14. Maximum occupant loads are mandated by Fire Marshal and may not be exceeded.
15. Candles or alcohol burning equipment shall be placed on a non-combustible, well-supported base with flame protection.
16. Subletting or loaning a space is prohibited. Violation will result in loss of deposit, forfeit of renewal right, and/or immediate termination.
17. The City of Winter Park reserves the right to refuse rental or to terminate rental with any vendor with refund and return of unused rent when it is deemed in the best interest of the market. Unprofessional, disruptive, disorderly conduct or disobeying rules or general uncooperative behavior are some of the reasons for termination of rental agreement with one week's notice.
18. The market is not responsible for any liability arising out of negligent acts of the vendor or their employees or for any injuries sustained by employees of vendors.
19. Vendors must obtain adequate property liability and should obtain workmen's compensation insurance to cover their property and liability.
20. All merchandise and signs must be kept within your display area. Signs must deal with vendors merchandise and business. Display racks and boards are allowed if constructed in a safe manner without damage to City's property. All display, nails, staples, etc. must be removed at the end of the day. All electricity must be approved for amperage.
21. Vendors are required to clean up their rental area at the close of business day and cleanup is described above. Rental spaces shall be maintained as neat as possible during the business day. Items may not be left at the Market without permission of the city.
22. No drugs or drug related paraphernalia tobacco, or alcohol shall be bought or sold at the Market.
23. The Farmers Market is CLOSED EVERY THIRD SATURDAY IN MARCH DUE TO THE WINTER PARK SIDEWALK ART FESTIVAL

24. We require that all vendors must have a Sales Tax Number and must collect and report sales tax. All consumable products must be approved and licensed through the State of Florida Agriculture or Business Regulations. The City does not honor the Cottage Food Laws.
25. All vendors must sign a contract prior to Market operation. This contract may not be assigned, unless Vendor obtains written permission from the City for such assignment. Assignment will be at the City's sole discretion, and will only be permitted by the City where the assignee is an entity that has obtained full ownership or control of Vendor and that will offer for sale the same or substantially same products that the Vendor listed in the "ITEMS TO BE SOLD" section of the Agreement. Vendor must provide to City all written documentation and other information requested by City to ensure, to the City's satisfaction, that the Vendor fully owns or controls assignee.
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 - Failure to remove all articles from refrigerator and freezer.
 - Placing cardboard boxes in dumpster.
27. For License Information.
- | | |
|---|--------------|
| • Orange County Business Tax Receipt | 407-836-5650 |
| • Division of Plant Industry | 888-397-1517 |
| • Annual Food Permit | 800-435-7352 |
| • Department of Business & Professional Regulations | 850-487-1395 |
28. By execution hereof, the undersigned releases and discharges and agrees to hold harmless the City of Winter Park from any and all claims, demands, action, or right of action arising out of or by reason of the use of the Saturday Farmers' Market except due to the sole negligence of the City. This contract may not be assigned, unless Vendor obtains written permission of the City for such assignment, which will only be grant, under the conditions specified in paragraph 25 of the City of Winter Park Saturday Farmers' Market Use Agreement.

Signature of Vendor

Date

DRAFT

CITY OF WINTER PARK
FARMERS' MARKET USE APPLICATION

OWNER NAME: _____ SS#: _____ PHONE: _____

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESSPHONE: _____ REQUESTED START DATE: _____

BUSINESS EMAIL: _____

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

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

FOR OFFICE USE ONLY

WEEKLY/MONTHLY FEE: _____ CONTRACT NUMBER: _____

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DBPR #: _____ ANNUAL FOOD PERMITS: _____

PLANT CERT: _____ WP BUSINESS TAX RECEIPT: _____

DEPOSIT: \$ _____ CHECK #: _____

RECEIPT: _____

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

SIGNATURE: _____ DATE: _____

VALID THROUGH: _____ COMMENTS: _____

Authorized by _____ Date: _____



Agenda Item Summary

Family Fun/Recreation Update -

- Summer Camp Recap
- Fall Event & Programming Update

Summary:

Background:



Agenda Item Summary

Parks/Projects Update -

- Review status of current projects & FY20 Projects
- WPHF Grant Info

Summary:

Background:



Agenda Item Summary

Orlando Weekly Awards -

- Saturday Market
- Best Public Park Renovation- WPTC

Summary:

Background: