

**PARKS AND RECREATION ADVISORY BOARD
LONGWOOD CITY COMMISSION CHAMBERS
175 WEST WARREN AVENUE
LONGWOOD, FLORIDA**

**MINUTES
June 7, 2022**

Present: **David Putz, Chair**
 Amanda Sackett, Vice-Chair (arrived at 6:37 p.m.)
 Judi Coad, Member
 Lori Rice, Member
 Teresa Ray, Member
 Rachael Carroll, Member
 Larissa Morgan, Member
 Chris Capizzi, Leisure Services Director
 Ryan Rinaldo, Recreation Coordinator
 Donna L. Alt-Bowes, Recording Secretary

1. CALL TO ORDER. Chair Putz called the meeting to order at 6:33 p.m.

2. PUBLIC INPUT.

Thomas Moncello, 290 Cambridge Drive, Longwood, Florida. He said he has been with Longwood Babe Ruth (LBR) since 2018, a member of the Seminole County/Longwood community since 1977, and has been recently appointed to the Board of Directors. He came on with Longwood Babe Ruth in 2018 as a coach, as a dad, and a coach and took a little while and he saw some things going on that he did not like and abided by the old saying if you don't like it, volunteer. He said we have virtually a new board, a board that has good solid people. Some of the big items, the 501(c)3, the Recreational Program Agreement, the Concession Agreement, and LBR by-laws, are their main concerns right now, the 501(c)3 being the biggest. He said he has heard concerns voiced about the 501(c)3, that bothered nobody more than him. He said that is an issue and they are going to fix it. He said they have consulted both CPAs and tax attorneys and he personally, being a business owner, talked to his CPA group. LBR has been awarded a clear path forward to fix this. He said they (LBR) are not backing out of it, they are not coming up with another remedy, they are fixing this, they are addressing it, back to when it was an issue to today. LBR has done a records request with their financial institution to make sure they are on the up and up with every penny involved. He said those records will then go to their CPA and their CPA will do a comprehensive analysis of what they have and then a submission to the IRS. The IRS will then review, and make their decision, and they will abide by what they hear from the IRS. He volunteered to assure this issue is fixed along with other ones. He said the record request will show that, with the help of the CPA, tax attorneys, and professionals, all will be fixed. He said they are committed to making this right and you guys will see this. He said this will be a non-issue and they can move on to discussing something else like pitching mounds or something fun like that. He said he also feels a strong, ethical obligation to fix the tax issues. He knows many have voiced concerns. He said he has voiced concerns that they

should hear in the Board meetings. He stated he maybe not as nice as he is right now. He said this regained status is going to allow them to accelerate their growth. It is going to not only be good for Longwood Babe Ruth, but it is also going to be good for the City of Longwood, the community, the citizens of Longwood, and to make Candyland Sports Complex a viable area for development, teamwork, learning, and community. He said they look forward to a meeting they are going to have with Leisure Services regarding the Recreational Program Agreement and the Concession Agreement. He said he wants to be open and transparent with the City of Longwood and they will be working together for quite a while.

Warren Brown, 100 Canada Avenue, Altamonte Springs, Florida. He said he has been a member of the Longwood Babe Ruth Board for thirty-one (31) years. He was president for twelve (12) years, is a member of the Board of Directors now as a Past President, and was a member for most of those years. He posed a question to Judi Coad because he knows that she has put the contract on the Agenda. He stated he understands she cannot answer questions now, but during the input for her commission discussion perhaps she would answer this. He asked her why after the City Commission met recently and asked to renew the contract with LBR until November and to have a meeting with city members to write a new contract, why is this issue coming up now? He said the contract is with the City for field use, it is with the State of Florida for their identity, and they have recently changed that to Longwood Babe Ruth Baseball and Softball and with the federal government regarding their financial category, which was already addressed. He said they are aware that they let the 501(c)3 status lapse. He also said they don't owe taxes to the government because they have not generated a taxable profit. He said they have currently filed to reinstate their 501(c)3 status, it is moving forward and handled by a CPA with the consultant of an attorney. He said they are all volunteers and financially have donated to the betterment of Candyland fields approximately \$300,000.00, in just the last twenty (20) years. He said that does not include their contributions/payments to the City for field use and concession use. He said as a community recreation board, they may be interested in that since their inception, LBR youth have played hundreds of thousands of hours and he can prove all of this, on their fields. He said Board members have contributed tens of thousands of hours serving this community and they serve because of the love of youth sports, the community need, and the community betterment. He said all of the years he managed the league, running the concession stand, conducting drafts, sign-ups, managing coaches, and board meetings, all the activities go by season they are proud to have saved the City the expense of running a baseball and softball league. He said he knows that Mr. Capizzi does not want to have to staff all of those items. He asked Mrs. Coad to be more direct about what she needed and how she feels about the league. LBR could poll the past and current LBR families about the effect it has had on the kids and the community. He asked her to please provide her email and phone number to him and he will forward that to the 3,000 LBR past members they have in their league database. He said their successes are known community-wide, Central Florida-wide, statewide, and even nationwide for our national teams. He said they represent Longwood through the many tournaments they have hosted that have brought thousands of people to Candyland resulting in benefits to the area's business. He said in addition to the benefits to our youth of our community, that is it not what this is about, parks and

recreation, serving the community, serving the youth of our community, that is what they are all about.

Tammy Chiriani, 224 High Castle Lane, Longwood, Florida. She said previous speakers have pretty much said much of what she was going to say but she will say this. There was some talk at the City Commission meeting about the contract. She said she has reviewed the contract and it does require that Longwood Babe Ruth organize and provide a baseball and softball league to be held at Candyland Sports Complex. That provides a program for the youth of Longwood and the surrounding communities. She said they have a separate contract for the concession stand that requires that they have a concession stand that is open providing food and beverage during their activities and when requested by the City of Longwood for any additional functions or things that they may be putting on. She said to her knowledge they have performed to those expectations and requirements for the past thirty-four (34) years. She said they have had their up years and down years. She said COVID really put a licking on everybody and those were a tough couple of years. She said Mr. Moncello has already mentioned that the 501(c)3 did, at one point, lapse. She said because they are a volunteer board, they can't walk into a comptroller's office or the accounting manager's office and say "Hey give me the books from 2014". She said she doesn't know who had the books in 2014 for Longwood Babe Ruth. She said prior to the digital age, everything was done by pieces of paper that they passed around. She knows what happened when she was president back in 1998, but she can't tell you what happened to the records in 2014. She said they are attempting to rectify all of that. She said once they found out about it and found a path to solving that problem, they went there. She hopes any disenchantment with the league can be resolved. She hopes that if anyone has questions, they feel free to reach out to them. She said they have got nothing to hide, ask the, what you want to know, and they are happy to address it. They have had a very good relationship with the City of Longwood for thirty-four (34) years and sincerely hope that they can continue that for another thirty-four (34) years, but she won't be here then.

3. ACTION ITEMS.

A. Approve Minutes from May 3, 2022

Member Rice moved to approve the minutes from May 3, 2022, as presented.
Seconded by Member Coad and carried by a unanimous voice vote.

B. Discuss Longwood Babe Ruth Field and Concession Contracts

Chair Putz asked if there was anyone on the Board that wanted to start this discussion.

Member Coad advised Chair Putz that Mr. Capizzi was going to start this discussion for them.

Mr. Capizzi said that everyone has the current contracts in front of them in reference to field usage as well as the Concession Stand Agreement. He said if anybody has any questions in reference to the current contract he will certainly do his best to answer

those. He said as mentioned, they are going to be getting together with members of the Longwood Babe Ruth Board as well as the City Manager, who has input from the Longwood City Commission about a future contract that would go into effect as of January 1, 2023. He said that has not been discussed yet, so he will not opine on anything about the futures contract in this meeting but if there are any questions about the current contract, the Field Use Agreement, as well as the current Concession Stand contract, he is all ears.

Chair Putz asked if anybody had a question.

Member Coad said she does and would lead the discussion. She said as stated, she requested that these be emailed to everybody, which she had previously read before that, and asked that all of the board had a hard copy. Tom Moncello mentioned the tax returns which is the reason the contract was requested to be brought before this board. She said It is part of their board's duties if they read the Charter. She said it covers more than just sponsoring events. She said she knows that the contract is up for review. She said they have not gone over this contract and she thinks it is time that they do so before it goes into further negotiations, so that the Board's thoughts and processes on the contracts can be moved forward via Mr. Capizzi to the City Commission. She said this is not just a contract between their department and Babe Ruth. This is a city contract and as with any other contracts that they have had to review, and/or Commissioners review, they have to take out the personal side of it and decide as Board Members what is best for the City overall. She said that is her request of why she wants the Board to go over this bit by bit. She asked if her position was clear to all of those that sit on the Board. She said she thinks we can start with the Field Use Agreement first and get to the Concession Agreement last.

Chair Putz asked what the board was reviewing.

Member Coad said the Field Use Agreement that they were reviewing is an already signed contract that is effective. It has been extended until the end of this year for LBR. She asked the Board if they had all had an opportunity to read and go through the agreement.

The Board indicated they had.

Member Coad said the first question that she has is under the witness part of the agreement. Where it says the league desires of offering a public recreational/softball program, she asked if we know if this will be moving forward with both programs or is this going to be just baseball as it was before. She said she thinks they had not had softball, lady's softball, or other related softball programs until this year and asked if she was correct.

Mr. Brown replied no.

Member Coad advised him that he cannot speak, she appreciates that, but that she is asking Mr. Capizzi.

Mr. Capizzi replied currently they do have baseball and softball.

Member Coad asked previous to this contract, did they have both.

Mr. Capizzi replied they did have both.

Member Coad's next concern was making sure that whoever the City contracts with in the future has an active 501(c)3 status. She said they need to make that much clearer in the contract moving forward what type of non-profit. She said you can be a non-profit but not a 501(c)3. She said there is a big distinction between the two and originally this contract was a 501(c)3, which has been stated tonight at the meeting. She asked if anyone had any other thoughts on that area. She said she thinks as a Board these are ideas she would like them to write down and take forward.

Vice-Chair Sacket asked if the 501(c)3 lapsed

Member Coad replied yes it did.

Vice-Chair Sackett asked if there was currently one now.

Member Coad replied no, it had lapsed.

Member Coad said she wants them to understand where her concern came from. She said this has not been just something that has happened in the last two (2) or three (3) years, it is a decade-plus that this has been a situation unbeknownst to the City, at whose fault, she is not blaming anybody, why the City did not know. Member Coad discussed the importance of donations being tax-deductible only if an organization has an up-to-date 501(c)3 status. She said it is very important in her eyes too, if they are doing a league that the 501(c)3 status allows the league to fundraise much more heavily. She said it is very, very important and she feels coming from her position on the Board that they need to make that very clear in their contract to whoever they are signing it with.

Member Rice said she thinks it would be simple enough to add these documents as attachments to the contract.

Member Coad said absolutely.

Member Rice said the 501 certifications, any local, state, or federal certifications as well as proof of the general and liability insurance should all just be attachments provided by the league upon signing the contract.

Member Coad agreed and wanted to cover more of that. She asked if they were all in agreement about the documentation for certifications if they are dealing with a league.

Vice-Chair Sackett asked if this was going for any rental for any use going forward.

Member Carroll said that it should.

Member Coad said not necessarily because, and Mr. Capizzi has had this discussion, there are going to be dates or times that a league is not renting the fields. She asked Mr. Capizzi, if they may have the opportunity to rent those fields to somebody else with open dates.

Mr. Capizzi replied they do have the availability to rent the field on certain days of the week.

Member Coad said they, as potential renters, might not be a 501(c)3 but this contract specifically, she believes, is for a 501(c)3 if they are going to go that way. She said if they are going to be called a non-profit, they want to be a 501(c)3.

Member Rice said the other field rentals have their Field Rental Agreement created by the City.

Member Coad said this was correct.

Member Carroll agreed anyone claiming a 501(c)3 status with them should have documentation.

Chair Putz asked why the City cares if LBR is a 501(c)3 or not, they are not the ones raising the money and the City is held harmless in this contract.

Member Coad said if you sign a contract that states you are a non-profit then you must provide documentation and keep the certification up to date.

Chair Putz said they must be a non-profit but they don't have to be a 501(c)3.

Member Coad said they have to be a 501(c)3.

Chair Putz commented about for-profit and not-for-profit.

Member Coad said if you are for-profit, you are not a not-for-profit, where people's donations are tax-deductible then she believes your share of costs and fees should be different than what they are talking about here with the City's proportions.

Chair Putz said if you are a non-profit, then the people that donate are just donating and they aren't going to be able to write it off anyway.

Member Coad said they must be made aware of that and she believes that did not happen in this past year. She asked if anybody else had any other questions. She said her next question is section 3.0.

Mr. Capizzi said he has some corrections. Tim McMullan did make the City aware that Babe Ruth's 501(c)3 status lapsed. He said he asked if that was going to jeopardize the terms of the contract and he said no and it did not. The lapse had no bearing on any contractual obligations.

Member Coad asked if thirteen (13) years ago they were aware.

Mr. Capizzi replied no and it was not thirteen (13) years ago.

Chair Putz stated Mr. Capizzi said it had no bearing on the contract.

Member Coad said she spoke to somebody and if you are not a 501(c)3 it is not tax-deductible. She stated this issue comes into play with the Concession Stand Contract as well. She mentioned tax returns that Mr. Tom had brought up and that they are looking to rectify, but stated that is their issue and not theirs. She stated if there were no other questions she was going to skip down to section 3.0 with questions for Mr. Capizzi.

Vice-Chair Sackett said they will let her keep asking her questions and then they will go from there.

Member Coad said she wants to make sure they are all on the same page and that there are kids playing from age four (4) to thirteen (13) in the league.

Vice-Chair Sackett stated it is boys and girls from four (4) to eighteen (18) and a possibility of three (3) year olds depending on when their birthday is.

Member Coad said she was thinking that the wording might need to be a little different.

Vice-Chair Sackett replied it is in the Longwood Babe Ruth by-laws.

Member Coad said by-laws do not affect our contract.

Discussion ensued about the age range for kids playing Babe Ruth and how the contract might want to have more open-ended wording to allow for some kids of a specific age range.

Member Coad skipped over to page two (2) and said she believes that LBR provides uniforms for the kids in their fee, so that is not an issue. She said section 4.0, they get into the certificates and asked Mr. Capizzi if they get a copy of all of their occupational licenses and certificates necessary for the performance of all of their programs on a yearly basis.

Chair Putz said the City issues the occupational license.

Member Coad said it does not matter, it lists a lot of things. She asked if they get it back and if the staff had it on file.

Mr. Capizzi said the only thing that they get back, or that they require, is the liability insurance. Otherwise, there is nothing necessary for them to require.

Member Coad said she thinks when it comes to program materials and sale of non-items, this crosses over with the Concession Stand contract and she believes they are

two (2) separate contracts. She said she thinks section 5.0 “the league should also be allowed to distribute food or drink items during the course of any program, per the Concession Agreement”, becomes a separate contract and that should not at all be in the use of the fields. She noted this is how she sees this, as a stand-out, and asked if anybody had any questions on that.

Member Rice said she agrees with that because what it then does is marry the two (2) individual contracts.

Member Coad said instead of separate contracts it should be deleted and not be a part of this contract.

Member Rice said she saw no reason to keep it.

Member Carroll said she agrees.

Member Coad said it seems the board has a consensus that it is taken out and moved into a separate contract. She said she has questions about section 6.0.

Member Rice asked if she could go back. She said in reference to section 5.0, she thinks only half of it would be applicable to what the Concession Stand agreement talks about. The programs, pictures, advertising, promotional, that is just part of it.

Member Coad agreed.

Member Rice said that is all the league stuff.

Member Coad said the second sentence, which is what she read, is what she was thinking does not belong in this contract. It really just belongs in the concession contract.

Member Rice replied yes, not the entirety of the paragraph.

Member Coad said she was right and she had said entirety so excuse her error. She said she only has that highlighted on her paperwork. She stated under 6.0. it says that they have the use of Candyland. She said she does not know what other controlled facilities this may be relating to and asked what that is in reference to.

Mr. Capizzi said they have access to the playground and things like that.

Member Coad asked was it not another park or something.

Mr. Capizzi replied no.

Member Coad said she thinks that is great and sees that it requests dates are submitted for the games. She said if there is a date open and whoever has the contract is not using it, it can be rented by somebody else. She asked if anybody has any questions on that.

She then moved to section 7.1 and asked about the \$120 charge per team and how long it has been at that rate.

Mr. Capizzi replied approximately ten (10) years.

Member Coad said she is not going to even get into CPI's in ten (10) years and what that might be. She believes at some point the dollar amount per team, needs to be raised. She asked if anybody had questions on that.

Chair Putz asked if the number of teams has remained the same over time.

Vice-Chair Sackett said no, that changes every year and season depending on how many kids sign up for the league.

Chair Putz asked if it was going up or down.

Vice-Chair Sackett said it is either up or down. She said some years there can be twenty (20) teams, and other years there can be ten (10) teams, so it is different every year.

Chair Putz asked about it currently.

Vice-Chair Sackett said she is not sure, twenty-one (21).

Member Morgan said during the Spring it was up and she would say during the Fall it usually tends to go down.

Member Coad said her question on that whole aspect, is that their concern is how many teams they get. She asked if it was at their discretion to say if you get ten (10) teams you pay this, if you get twenty (20) teams you pay that.

Member Carroll said she thinks it should be a flat rate, but if it's been \$120 for ten (10) years then it needs to be raised because of the cost of the fields and upkeep. She said she sees things going up in cost.

Vice-Chair Sackett said she thinks this fluctuates based on the seasons and the teams. She said she also thinks it is a good amount to keep because this is only for practice and it is not for all the youth. She said some years there could be a lot more teams but then there's a COVID year where it hurts the league and they cannot afford to pay higher rates.

Member Carroll noted it has been \$120 for ten (10) years.

Member Rice asked if this fee included games and not just practices.

Vice-Chair Sackett replied yes it does.

Member Coad asked if the whole \$120 is for per season.

Mr. Capizzi said that is correct and according to the current contract it is \$120 per team.

Member Rice said part of her thought process on that fee brings her to what is in the Concession Agreement regarding mutually sharing the cost of upgrades or maintenance to the fields. She does not know how much the league contributes to that. She said she does know, she heard Mr. Brown talk about a lot of contributions over many years so that would, in her mind, balance out some of the costs.

Discussion ensued about in-kind contributions from LBR playing a role in setting the fees.

Member Rice said she knows the cost to maintain the fields and the upgrades and improvements that have been done. She said she is going to take it that none of these costs presented at a Commission Meeting a couple of meetings ago and emailed to this Board, were paid for by the City or through grants. She then asked if any of those costs were part of a contribution according to the Concession Agreement.

Chair Putz asked if \$120 is the total that they pay for all year, is there anything else that comes into the coffer.

Mr. Capizzi said it is per season. There is a Spring and Fall season. He said according to the current contract it is \$120 per team for each season.

Chair Putz said that's per season, and asked if that is the total amount of money that has not gone up in ten (10) years.

Mr. Capizzi replied that is correct.

Chair Putz asked about the maintenance that is on the sheet that he received, which hasn't gone up in ten (10) years either.

Mr. Capizzi said the maintenance does go up. He said naturally when you have a facility that is older in infrastructure, it is going to have more costs.

Chair Putz said if they were to look at this \$120 and what the City is paying in addition over the last ten (10) years, we might want to make an adjustment.

Mr. Capizzi said certainly and these are things that they are going to discuss with the LBR Board as well as the City Manager.

Member Coad made a motion that the Board recommends the team fee be increased per team per the new contract.

Member Carroll commented not to an exorbitant amount.

Member Rice said they recommend that be reviewed for further consideration.

Vice-Chair Sackett asked if there was a second.

Motion seconded by Member Carroll.

Member Rice said Member Coad has a motion and she can amend her motion if she would like.

Vice-Chair Sackett said a motion was made and she was just asking if there was a second.

Member Coad asked if they wanted her to amend the statement saying that it was a recommendation.

Member Rice asked Member Coad to restate her motion however she would like.

Member Coad restated her motion that the Board recommends that the per team fee be raised. Seconded by Member Carroll.

Chair Putz said he does not see how they can vote on that motion without knowing what the cost increases were over the years. He said he just does not want to go there.

Member Coad said they are not giving a dollar amount, they are just recommending that they raise the fee per team.

Member Carroll said they are asking them to review it.

Member Coad said that is it, they won't have that negotiating power.

Chair Putz asked if they are giving the Commission advice, and asked for confirmation that that is what is being done.

Member Coad replied yes, that is what their job is per the Charter.

Discussion ensued about raising the cost of teams and how things were done before LBR.

Chair Putz asked if there was any other discussion on this motion that Member Coad has made and asked her to repeat the motion.

Member Coad made a motion to recommend that the per team fee is raised. Seconded by Member Carroll and carried by a five-to-two (5-2) vote with Chair Putz and Vice-Chair Sackett voting nay.

Member Coad said she wanted to go to section 7.2 and asked if the league shall also retain copies of all receipts issued to participants of said fees, and that is a bookkeeping issue. She said that is in the contract under section 7.2 and it says, *"The league shall be responsible for collecting all fees necessary for persons who register and participate in the program."* She said it goes on to say, *"The league shall also retain copies of all*

receipts issued to participants for the payment of said fees.” She asked if this was an indefinite time frame.

Mr. Capizzi said he could not tell her, but that it is not a concern of the City.

Member Coad said that it is in their contract, and that is why she asked Mr. Capizzi the question.

Mr. Capizzi said the only thing the City is concerned with is receiving the payment per team for the Field Use agreement.

Member Coad asked why they bother to put that in the contract. She said it is a legitimate question she feels.

Chair Putz said because the City's not responsible for it the league is.

Member Coad asked why do they have it in there.

Chair Putz stated for keeping the receipts.

Member Coad said she gets that but why are they requiring them per the contract. She said they shouldn't if that is not their responsibility.

Chair Putz said somebody has to keep the receipts so let the league keep it.

Member Coad said that is her point, and asked why are they saying that. She asked if anybody had anything between there and section 15.0 where she has her next question. She corrected that it was section 13.0. She said that is why she asked if anybody has read this, and if they have any questions on the material in between.

Chair Putz said from what he has read, he was okay with all of that and asked what the issue was with section 13.0.

Member Coad asked him to hold on a moment and asked if everybody is ready to move forward. She asked Member Rice if she had a question.

Member Rice said she was going to make a statement that she had written about section 10.0. She said as the league operates as an independent contractor under this agreement, and as she previously stated, any items that are within the contract that the league should produce to the City should be as attachments to the contract.

Member Coad asked if in other words she wanted them to say “see attached”, or something.

Member Rice replied that is right. She said she thought there was liability insurance and other items that the City would request of a vendor or an independent contractor, that is applicable to Babe Ruth.

Member Coad stated to Mr. Capizzi that she knows in previous discussions when he was doing the research on behalf of the Commission of options, he talked and looked at other options. She asked what is the standard liability insurance coverage that he found other cities are requiring of whoever they do these contracts with, dollar amount wise. She said this one states a million dollars and she knows million dollars is steady ground for a very long time in business contracts, but she knows that in today's world a lot has changed. She asked Mr. Capizzi what he had found that the other cities are requiring.

Mr. Capizzi replied they did not inquire with other cities however, if they have special event permits, or they have special events and require vendors to supply them liability insurance it is usually a million dollars per occurrence.

Member Coad said that was all her question was.

Mr. Capizzi replied that is standard for vendors.

Member Coad said that is perfect, that is all she needed to know. She then went to section 15.0 which was the big discussion, that Mr. Tom had brought up earlier. *"The league shall comply with all local, state, and federal laws and regulations that are applicable to the operation of its business and in its performance of any program. The league acknowledges and agrees that it will take all reasonable and prudent steps necessary to be informed and advised of all applicable local, state, and federal laws and regulations regarding its business and performance of any program."* She said that gets her back to the biggest discussion for her, the 501(c)3 and the lack of the financial bookkeeping back to the government. She said if they are going to ask this in the contract, she thinks they need to know. She said she doesn't even care what their return says, just proof that they have followed through. She said if they are going to require it here, they must follow through with it. She said she doesn't know who is at fault for not following through. She said maybe one for not doing it and someone else for not saying. She said they should have been looking at this to see that it is not happening and it might have been addressed a long time ago.

Chair Putz asked if he missed something and if there's somewhere in the contract that it is stated the league must be a 501(c)3 organization.

Member Coad replied no and that she did not say that. She said it says, they shall comply, they signed this, with all local, state, and federal laws and regulations.

Chair Putz said that is not necessarily a law that you have to be a 501(c)3.

Member Coad said she did not say a 501(c)3 and she thinks Mr. Tom explained no tax returns or anything have been filed. She said that is the legalese of being in business. She said if they are going to put it in here then they need to make sure it is complied with. She said she does not care what is on it, or what they owe or don't owe. She said if they are going to put it in a contract, it needs to followed through, and if it comes back up in the next contract that they are going to review. She asked if anybody else had any thoughts.

Vice-Chair Sackett said she was confused about exactly what Member Coad is trying to state or get out of that one.

Member Coad said it states that you will be in compliance with the laws, that is all. She said if you are in compliance with the laws, you are required to file a tax return.

Vice-Chair Sackett said if they signed the contract that they are agreeing that they are in compliance with the laws, it is not our job to follow up and check.

Member Coad stated they aren't.

Vice-Chair Sackett said that would void the contract and that is part of that.

Member Coad asked why they bother to have it in the contract.

Vice-Chair Sackett replied because it would be grounds for them to get out of the contract.

Member Coad said that if it is to get out of the contract, and you don't know it is filed, you have no jurisdiction with it. She said that is the catch and she believed Member Sackett is right. She said it is there so they know if they have a way to get out because of something that is not being complied with and the contract requires.

Vice-Chair Sackett said it is a 501(c)3.

Member Coad said she did not say anything about a 501(c)3, and Member Sackett did not hear her say that. She stated she said no tax returns have been filed which Mr. Tom said they are working on getting remedied. She said the contract, that has been signed for a long time, has not been complied with. She said it has nothing to do with if it is a 501(c)3, a partnership, just incorporated, or a subchapter S. If a group signs they are going to comply with all the laws, then the Board should fulfill that. She said if it is not important to them then they delete it, one way or the other.

Vice-Chair Sackett said that is a discussion between the league and the City Manager, not this Board.

Member Coad replied no, and said that it's a discussion because they are reviewing the contract and they do have input and that is per the Charter of what they do. She said this is what the Board has been initiated for and this isn't just a negotiation in that manner.

Vice-Chair Sackett said she thought the contract signing and what goes on the contract was a City Manager discussion.

Mr. Capizzi clarified they all are allowed to make comments about the current contract and if there are things that they want to opine about the current contract that is fine, but stated he cannot go back and forth with them about anything pertaining to the new

contract. All determinations will be made when they meet with the Longwood Babe Ruth Board as well as the City Commission.

Member Coad said that is right, this is just a discussion of what it is about.

Vice-Chair Sackett said okay.

Mr. Capizzi said no decisions are being made in reference to the future contract tonight.

Vice-Chair Sackett commented they can state a recommendation.

Mr. Capizzi replied that is correct.

Chair Putz commented advisory is right in the Board's name.

Vice-Chair Sackett said she was thrown off by what was being said so she was getting clarification.

Chair Putz asked if Member Coad wanted to move on now.

Member Coad said she has no more questions on this and asked if anybody else had questions or thoughts or discussion.

Member Rice said she is sure their legal staff will be assisting with the future contract.

Mr. Capizzi replied that is correct.

Member Coad asked if anybody had any more thoughts or questions on this contract. She went on to the Concession Agreement and said this one is pretty easy for her. She said she am going to state her personal opinion on part of this and going to blame the City for part of this. She said in the Concession Agreement under section 2, the second paragraph, "*...The CITY, at its option, shall have the right to audit the books of account of the LEAGUE concession stand, at the expense...*" "*The records of the LEAGUE shall be kept and maintained for a minimum of three (3) years.*" She said she does not know whether they have or not and asked if they have ever audited the books on the concession stand.

Mr. Capizzi replied they have not.

Member Coad said she thinks it is, in her opinion, since we choose to put it in here or we again delete it, something the City should be doing. She said this gets into the question that Member Rice brought up about the concession stand and she truly believes that doesn't belong here. She said it should be moved to the main contract. It states, "*...The LEAGUE and the CITY have mutually agreed to cost-share improvements to the baseball fields...*"

Member Rice said unless the reason that the preceding paragraphs appear is so justification can be done to come to a mutual agreement on cost-sharing.

Member Coad said okay but they don't talk about what that cost-sharing may be so she was just stating it.

Member Rice replied they don't, but that is a staff job.

Member Coad said in either way it needs to be defined in either direction. She said either it is moved to the other contract, it needs to have some more definition to what that amounts to, or it needs to be deleted. She said that is just her opinion. She said under section 5, it says *"...remove the overall operation of the concession stand from the prior year..."* and asked if this has ever been done. She said it states *"...each year, a select committee of representatives of the CITY and representatives from the LEAGUE shall meet and review the overall operation of the concession stand from the prior year..."* and asked if they have bothered to do that.

Mr. Capizzi replied it has been done. He said LBR has conducted the concession stand, correct.

Member Coad stated they have sat down and done that. She went on and said she gets down to employees and volunteers of the league. She said she thinks she knows the answer to this but she thinks it needs to be stated. She then asked if they are insured by the league or their company. She said she is sure they are, but she thinks it needs to be put in about whoever is working that concession stand falls under the umbrella policy because it's not addressed there.

Member Rice said there must be some insurance clause.

Member Coad requested it be shown to her and she will be fine.

Mr. Capizzi replied it is number thirteen (13).

Member Coad said they have not gotten that far yet. She said every year, she is just asking the question because it seems like nobody ever knows what is going on. She asked if this insurance had been done and it is on file with the City.

Mr. Capizzi stated we have insurance from Babe Ruth.

Member Coad said the last question she has after doing some research is does the concession stand collect sales tax on their products. She noted she saw an LBR member nodding his head. She asked if they file their monthly sales tax statements and quarterly sales tax and do they reconcile that. She thanked the LBR members for nodding their heads. Hearing that they are going to a 501(c)3, which is tax-deductible, is fantastic. She said the Concession Contract should be a separate contract from whoever is renting the league such as. For example, they have pickleball opening up and are going to have lots of activity there. She said they need a concession stand running and have other things opening up. She asked Mr. Capizzi to tell her what feedback he got on how other cities are managing their concession stand.

Mr. Capizzi said according to the Concession Stand Agreement if there is something that they need Babe Ruth to be open for they will do it, if they are informed in advance of the event. He said if there is a pickleball tournament in the future on a certain day that the league might not be functioning, we can request that they be open and serve food and drink/beverages. Lake Mary goes through a separate vendor and they have an agreement most leagues are very similar to ours in that they have a Field Use Agreement and a Concession Agreement. He said Lake Mary goes through an actual vendor who used to come to our Farmer's Market. This vendor operates the concession stand for them. They pretty much do everything that Babe Ruth does, but it is their own company. Boombah Sports Complex contracts with the Hilton. He stated this is not apples to oranges in comparison with what we do. The Hilton does tournaments and at Soldier's Creek, they partner with an outside vendor as well. This vendor is not the Hilton but it is another vendor contracted by the county. The county's softball complex hires an outside vendor as well. The Soldier's Creek and Boombah concession stands are usually open only for the tournaments and the weekends and then the softball complex, is open every day but one (1). He said it is common to have outside vendors come and work the concession stands because of staffing.

Member Coad said they get paid currently \$3,000 overall, \$1,500 for each season or session, and asked what is the feedback on how the other cities run things and how they have their finances structured.

Mr. Capizzi replied he does not have that information.

Chair Putz said he does not have that information, so I think probably we are done with this.

Member Coad said she was just curious and that she had one more note.

Chair Putz asked if she had not finished that and if we were going back to discuss something.

Member Coad said she just missed one item and that she was on the same contract. She asked in section ten (10) if the concession stand had been repainted inside recently. She noted she saw a head-nodding in the crowd and that answers her question.

Chair Putz said he would like to end this discussion.

Member Rice asked whether the Concession Agreement covers two (2) seasons and asked if they will be available year-round to operate and open the concession stand if it is the middle of the summer when teams are not playing. If pickleball might be having a tournament, would the league have the volunteers available and would this contract apply year-round.

Mr. Capizzi said it would if they gave them a schedule and they could plan that ahead. He said a lot of times there might be downtime but practices are going on when the league is not necessarily in play and with games. He said many times they do have Babe

Ruth staff over there so they can collaborate with them and it is in the contract that they can request a certain date to have the concession stand operational.

Member Rice said she does not recall that they have ever requested them to be open for different types of events.

Mr. Capizzi replied they have in the past and years ago they did for National Night Out.

Member Carroll asked if it was something that could happen.

Mr. Capizzi replied yes.

Member Rice said she was wondering about year-round, not limiting it to Fall season or Spring season because that was her question. She thanked Chair Putz for allowing the time.

4. BOARD MEMBER REPORTS.

Member Carroll reported about the rock project she would like to start. She said they were talking about the rock paintings in Longwood and possibly making it part of the summer camp program. She also said she does have some rocks, which she passed around, and they were from her backyard.

Discussion ensued about the rock painting idea and how to get it off the ground.

Member Coad moved to take the project of painting rocks for a month and Mr. Rinaldo will be in charge of doing them with camp this year. Seconded by Member Carroll and carried by a unanimous voice vote.

Member Morgan reported and asked staff where they were with everything and said she keeps getting asked about volunteers, a lot of people want to volunteer.

Mr. Capizzi said we are looking good for the luau. He went over what they have scheduled for the event and the vendors that will be in attendance.

Discussion ensued about the luau vendors, inflatables, food vendors, and volunteers.

Member Ray reported and advised she did not have a report but wanted to know about the Fourth of July event.

Member Coad advised they would do that under Staff Report.

Member Rice reported and said the Board banquet dinner was very nice and thanked the City for recognizing all of the volunteers of the city on the various boards. She said it was nice that they could get back together in one room again. She said Raven Park has a lift station in front of it and they have done some work on that. The park sign and a couple of other signs are laying on the ground. She said she does not know, she thinks the contractor

is finished with his work and asked staff to make sure those signs are not destroyed before they get put back in.

Mr. Capizzi replied they would check it out.

Member Coad said they are laying off to the side. She said she has been thinking about the courts at Candyland Park because of pickleball, and she said she remembers the days when there was more bench seating inside of the fence. There were also awnings on the fence for shade. She said there was a couple of corner round tables with umbrellas as well. She thinks those courts need some seating and said the metal benches that are in there are the worst to sit on.

Mr. Capizzi said they are planning on getting some benches out there after the pickleball courts are installed. He said they don't want to put anything in now because the entire court is being resurfaced.

Member Rice said that is what she is saying, when it is all finished, hopefully, you have plans for some seating, eventually, maybe a sponsor will come along that wants to put up some awning off of the fence.

Mr. Capizzi replied that is a great idea.

Member Rice said she heard at the Commission Meeting last night that the Community Building rentals are up and congratulated staff and thanked Mrs. Alt-Bowes for her efforts there. She said she spent a little time introducing both of these gentlemen to using a product called D2 at Reiter Park. She said it is a biocide that is ph neutral and does not contain any chlorine, acid, or ammonia, so it is virtually harmless to natural stone. It is used in cemeteries which is how she is familiar with it and she knew it would also be useful in Reiter Park, specifically on the Florida field stone, which she believes is mostly limestone.

Mr. Capizzi replied that was correct.

Member Rice said they brushed some moss off, sprayed, and within days you can see a difference, but part of the beauty of this product is that it continues working as long as it doesn't rain within about twelve (12) hours. She said you get about six (6) months of working with this product. She said she knows they just did a mini section and she doesn't know if any of the guys have gotten a chance to get out there and scrub some more.

Mr. Capizzi said that they intend to do the rest of that semi-circle and they appreciate her showing them. He said he thinks it cleaned up those rocks.

Member Rice said it is amazing the difference in just a couple of days. She said it makes you remember what they looked like when they were first put in. She thanked staff for sending them the budget and said she will take that time under Staff Report to ask any questions.

Vice-Chair Sackett reported and said as always, she would like to hear the update on the pickleball court and how that is going. She said she would wait for the report on that. She said seeing about, going forward, better parking spaces, the lines, the wood, or whatever

we wanted to do at Candyland Park. Her other improvement suggestion would be better water fountains. She said if we can get the ones that fill the water bottles, because the current water fountains need to be gone. She said she does not know if that is something that can be looked at as a future improvement.

Discussion ensued with regard to the water fountains at Candyland Sports Complex.

Vice-Chair Sackett said she kind of wants to start a new project. She said she would like to do a Taste of Longwood. She said she maybe in September or something along those lines where local businesses come. She said she doesn't know if it would be a paid event and was curious about how some of the other cities have done it. She doesn't know exactly how to make it work but thinks with all that Longwood has in it (Nan & Pop's, Bay Ridge, and Thailicious) it would be nice to have a night that features all Longwood restaurants.

Mr. Capizzi said they have gone around and asked local restaurants about doing something like this. It is a great idea and they would love to do it. The only hold-up is that a lot of these mom-and-pop places do not have the capability to send staff to an event on a Friday, Saturday, or Sunday. These are the busiest times for the restaurants and they cannot sacrifice the staff to come to the event. There lies the problem with the Taste of Longwood and that is why we do something similar with the Food Truck Battle. He said it's not the Taste of Longwood, but it is something food-oriented.

Discussion ensued about doing a Taste of Longwood event.

Member Coad reported and said happy birthday to Mr. Rinaldo. She said they missed him at the dinner and it was nice to have a picture with everybody. She asked where staff was in reference to the budget.

Mr. Capizzi said they are still working on the budget. He said they have turned things into the Finance Director; however, they are still tweaking it. It is good that they are turning everything in early for the budget, however with prices changing, sometimes it is tough when you get a quote to do something that you want to budget for in the next fiscal year and then have to wait for five (5) or six (6) months. You risk the prices increasing and it is a big issue. He said he has already had to re-work a couple of things. He said they have increased the budget for the 131 fund a little bit. The pages that he sent the board show where it has increased. He said that he did include the rentals and leases line item as well. He said they stay well within their budget for a lot of their events. They did have to increase Celebrate the Season.

Discussion ensued concerning the 131 Fund budget for the coming fiscal year.

Member Coad mentioned the banners that go on the poles in the intersection by the historic district. She said she knows they now have five (5) foot banners and brought up an idea to enlarge them to six (6) feet, so they don't have to take the brackets down. They could then possibly move the other ones inside the city.

Discussion ensued regarding buying and installing new banners and what the price is.

Member Coad said she sent Mr. Capizzi pictures of the costumes for Celebrate the Season that she was interested in purchasing, because we haven't done any for a couple of years. There is a Christmas tree and a gingerbread man and the other one was a set of Mickey and Minnie.

Discussion ensued about the costumes for Celebrate the Season.

Mr. Capizzi said they will be able to get a few of them, but that availability might be an issue.

Member Coad said she was not surprised.

Mr. Capizzi replied yes, he thinks they will be able to purchase some more costumes.

Member Coad asked what the status was on the fountain in the pond at Reiter Park.

Mr. Capizzi said they will not know until they see the impact fees which will be able to determine what they can afford. He said once the impact fee money is available they will be able to determine what kind of fountain they can put in the park. He said they are very expensive, but ideally, he would like to put two (2). The fountain off of Oleander Avenue and Church Avenue are beautiful but he found out that it would not be large enough for Reiter Park after talking to the Public Works Director.

Discussion ensued with regard to the impact fees available for the fountain in the pond.

Member Rice asked Member Coad if the costumes were mascot-style costumes and asked if they all have a hard head.

Member Coad said they are all mascot-style costumes and all have a hard head except for the Christmas tree because it is one of the blow-up ones since there is no Christmas tree with a hard head.

Discussion ensued with regard to the type of costumes that were provided to staff by Member Coad for purchase.

Vice-Chair Sackett commented on volunteering for the 4th of July event since this is their last meeting until after the event.

Mr. Capizzi said they can hit that on the staff report if she wants.

Vice-Chair Sackett said she wanted to put it out there to email the board about volunteering.

Chair Putz reported now that it is summertime, the biggest question he gets is about Reiter Park shade.

Discussion ensued with regard to shade at Reiter Park and the cost of installing a shade structure over the splash pad and where to get that money from.

Chair Putz passed around pictures of sails he saw at a church in downtown Orlando.

Member Rice said the Orlando Health Sponsorship for the amphitheater, she sees their sponsorship really always promoted as the concerts in the park and that is where that money is currently going even though you have concerts as a separate line item.

Mr. Capizzi said they do have the splash pad, they are right there too so they promote that as Orlando Health Splash Pad, but yes, she is correct.

Discussion ensued about funding the concerts in the park, where the Orlando Health money went and how it is being spent, and putting out a Request for Proposal (RFP) for the splash pad.

5. STAFF REPORT.

Mr. Capizzi said they have gone over the Longwood Luau, the Downtown Longwood Cruise-In Car Show is going to be this Saturday, June 11th from 5:00 p.m. until 8:00 p.m., on the same day as the Luau. He said the Flag Retirement Ceremony is on June 14th at Reiter Park from 6:00 p.m. until 8:00 p.m. He said they will have Longwood law enforcement, representatives from the police department as well as the Sheriff's Department out there. He said they will be taking down and raising the flag at the fire department and they also will be retiring flags in a fire bowl. This will be done correctly and will show people how to retire flags properly. They are taking two (2) gigantic bins full of flags that have been put into the flag mailboxes to a gentleman that has offered to fold them properly for them and they are going to be bringing them back on that Tuesday to retire the flags. He said it should be a pretty quick event but it should be a good one too. The Senior Matinee is going to be on June 15th from 1:30 p.m. until 4:00 p.m. and the movie is *The Marksman*. The Father/Daughter Dance will occur the same day from 7:00 p.m. until 9:00 p.m. He said that has sold out and said it was sold out within a week after they started advertising it.

Member Coad asked how many tickets were sold.

Mr. Capizzi replied with on hundred (100) tickets.

Chair Putz confirmed this was the Father/Daughter Dance.

Mr. Capizzi replied that is correct, the Father/Daughter Dance at the Community Building.

Mr. Capizzi said he did bring some flyers for the Juneteenth event. He said Liane Cartagena, our marketing and media relations manager, provided them with some of those and that is going to be a celebration of Juneteenth which is when the emancipation of the slaves occurred in Florida. He said there is going to be a terrific band, Silkee Smoove, a twelve (12) person band. He said they have met them, have heard some of their music, they are terrific, and they are of African American heritage. There are going to be vendors out there and some good food options. He said it should be a good day. This is the first time they have done an event for Juneteenth and Mrs. Cartagena wanted to take this and run with it. He stated Mr. Rinaldo and himself steered her in the right direction as far as logistics go at

the park. She said if you all would like to pass those flyers around, feel free to do so. They have had tons of advertising for that just like they had for the Luau. They're will be food Trucks, June 24th at Reiter Park from 5:30 p.m. until 8:30 p.m. and then of course the one that they are all are waiting for, the Rock, Freedom, and Fireworks, our Fourth of July Celebration on July 2nd will occur from 5:00 p.m. until 9:00 p.m. at Reiter Park. They did secure the same firework vendor that they hired last year with the same price which is incredible because usually, the price goes up after the initial event. The fireworks will be twelve to fifteen (12 – 15) minutes and they are going to be shooting them off from the boardwalk. He said they have a huge action plan that they are meeting weekly on. There is going to be an EOC at the police department during the event.

Member Rice said she is really happy to hear about all this.

Discussion ensued concerning the Fourth of July event and all of the vendors, marketing, entertainment, volunteers, and food trucks.

Chair Putz asked Mr. Rinaldo and Mr. Capizzi if they were done with their report.

Member Rice said she had a couple of questions for staff.

Chair Putz asked how many questions Member Rice had and advised that Member Coad has one (1), Member Carroll has two (2) and Member Rice has two (2).

Member Coad asked how the noise problem issue with the neighbors has been and asked where they are at now. She said she knows they are going to have some professionals out here about that.

Mr. Capizzi replied yes, they have consulted acoustical engineers and have gotten one (1) company that does not want to touch the project because there has been a threat of a lawsuit, but they did find somebody willing to give us two (2) different options. He said one (1) is an assessment where they come out and assess the noise and provide us a few different options of what could be done. Option two (2) is about eight (8) times the price of the first one and is an analysis where they have machines set up for over twenty-four (24) hours to measure the ambient noise. He said they also provide a speaker system to blast out music so the machines can measure various things. He said it takes them about a month to get the study done, once they have the results. They did work on an amphitheater down in Jupiter which seemed effective. He said they are going to at least go for option one (1) which is about \$4,000 but will most likely have to find three (3) different quotes for the service. Staff has been out, and he knows Member Rice has seen them multiple times measuring decibel levels at the events and at Lemon Lane.

Discussion ensued about the noise and volume level of events at Reiter Park.

Member Carroll asked about the events and said if they will need volunteers, and if staff wants the board, to email the times they are available and then they can coordinate through you.

Mr. Capizzi replied yes.

Member Rice said her first question is regarding the budget and said she sees Car Show DJ Don is getting an increase and asked if this will be a guaranteed twelve (12) months.

Mr. Capizzi replied that is rain or shine we pay him.

Discussion ensued regarding DJ Don and the car show.

Member Rice asked what the approximate budget is for the Juneteenth event and which line item Mr. Capizzi is using. She said she knows new events are probably where the new Luau event is coming out of and asked how much it cost and where is it coming from.

Mr. Capizzi said we are looking at a little over \$3,000 for the Juneteenth event. He said that is how much the band is going to cost and that is coming out of leftover funds from the Fall Festival or the Arts and Crafts Festival.

Member Rice said she did not think we had partnered with Longwood Aquatics this year.

Mr. Capizzi replied we did not.

Member Rice asked if he made that adjustment to the lines of the new events on the basis of not partnering.

Mr. Capizzi replied that is correct.

6. ADJOURNMENT.

Chair Putz moved to adjourn. Seconded by Member Morgan and carried by a unanimous voice vote.

Meeting adjourned at 8:49 p.m.

Minutes approved by the Parks and Recreation Advisory Board: 07-05-2022

David Putz, Chair

ATTEST:

Donna Alt-Bowes, Recording Secretary