

MEMORANDUM

May 1, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Jennifer Nanek, Special Projects Manager

RE: Special Event Permit – 4th of July Festival

SYNOPSIS The approval allows the 4th of July Festival to be held on the shores of Lake Wailes.

RECOMMENDATION

The recommendation is for the City Commission to approve the special event permit application for the 4th July Festival to be held on Friday, July 4th from 2pm - 9pm.

BACKGROUND

The 4th of July Festival will include music and games from Parties by Robert, and food and craft vendors. City staff is in the process of arranging additional attractions and events. These might include some bounce houses, the bloodmobile, pony rides, and others. The festival will conclude with the 9pm fireworks.

OTHER OPTIONS

Do not approve the event permit.

FISCAL IMPACT

Fireworks - \$10,000

Other expenses (Parties by Robert, Portolets) - approximately \$1,000

In-kind allocation costs for staff, police, and field operations - \$2,643

ATTACHMENTS

Special Event Application

Map of Lake Wailes Park.

City of Lake Wales Application for Special Event Permit

Sponsor City of Lake Wales

Name of Event Independence Day Celebration – July 4th

Description 4th of July festival w/ music, food, crafts, games and fire works

Location Shores of Lake Wailes

Beginning Date 7/4/2014 Ending Date 7/4/2014 Hours of Operation 2 – 9:30pm

Sponsor Contact Jennifer Nanek

Mailing Address 201 W. Central Ave.

City Lake Wales State FL ZIP 33853

Sponsor Type municipal Contact Phone # 863-678-4182x270
(non-profit, professional, educational, religious, etc./commercial)

Indicate manner in which each will be handled; If City assistance is requested, please indicate. (If item not applicable, indicate n/a)

Sanitary Facilities Party Rentals – 3 portolets

Parking on grass in designated areas

Site Preparation City Staff

Site Clean-up City Staff

Will vehicular traffic control be required? ☒ No ☐ Yes (Requires coordination with city Police and Public Works departments)

Will pedestrian control be required? ☒ No ☐ Yes (Requires coordination with city Police and Public Works departments)

Will city street(s) be closed? ☒ No ☐ Yes (Requires Commission approval)

Will state road(s) be closed? ☒ No ☐ Yes (Requires permit from Dept. of Transportation)

Will add'l trash receptacles be required? ☐ No ☒ Yes (Requires coordination with Florida Refuse)

Will tent(s) be erected? ☐ No ☒ Yes (Requires building permit and inspection) *None over 10x10*

Will temporary structure(s) be erected? ☒ No ☐ Yes (Requires building permit and inspection)

Will electrical service be used? ☐ No ☒ Yes (Requires electrical permit and inspection)

Will live animal(s) be included in event? ☐ No ☒ Yes (Requires coordination with city Code Enforcement Officer)

Will amusement ride(s) be operated? ☒ No ☐ Yes (Requires permit from Department of Agriculture and Consumer Services)

Will food vendor(s) be utilized? ☐ No ☒ Yes (Requires health permit & county occupational license)

Will craft or other vendor(s) be utilized? ☐ No ☒ Yes (Requires county occupational license)

Attachments. (items marked "x")

are required with all applications; ☒ Diagram site location & Layout, traffic patterns, electrical, etc.

indicate additional attachments) ☒ Agreement to Assume Financial Responsibility for Injury or Damage

☐ Legal Description & notarized letter of consent (required for event on private property)

☐ Dept of Transportation Road Closing Permit (required for state road closing)

Sponsor has received a copy of Ordinance 93-02 and understands that Sponsor will be required to show proof of Liability Insurance and will be required to reimburse City for costs associated with Special Event unless such requirements are specifically waived by the City Manager in granting the permit. City occupational license fees are required for some events as specified in Ordinance 93-02.

Signature of Sponsor's Authorized Representative

Date



CITY OF LAKE WALES
FACILITY USE APPLICATION, CONTRACT AND PERMIT FOR
AGREEMENT TO ASSUME FINANCIAL RESPONSIBILITY FOR INJURY OR DAMAGE

Applicant: EAST COAST Pyrotechnics Event: JULY 4th FIREWORKS Location: LAKE OFF OF N. LAKE SHORE DR.

The Sponsor (hereinafter referred to as "the permittee"), shall indemnify, defend, and hold harmless the City of Lake Wales (hereinafter referred to as "the City"), and all of its officers, agents, and employees from any claim, loss, damage, cost, change, or expense arising out of any acts, actions, neglect, or omission by the Permittee, its agent, employees, or subcontractors during the performance of the permitted event, whether direct or indirect, and whether to any person or property to which the City or said parties may be subject, except that neither the Permittee nor any of its agents, employees, or subcontractors will be liable under the agreement for damages arising out of the injury or damage to persons directly caused or resulting from the SOLELY negligence of the City or any of its officers, agents, or employees.

Permittee's obligation to indemnify, defend and pay for the defense or at the City's option, to participate and associate with the City in the defense and trial of any damage claim or suit and any related settlement negotiations, shall be initiated by the City's notice of claim for indemnification to Permittee. Permittee's inability to evaluate liability or its evaluation of liability shall not excuse Permittee's duty to defend and indemnify within seven days after such notice by the City is provided by registered mail. Only an adjudication or judgement after highest appeal is exhausted specifically finding the City SOLELY negligent shall excuse performance of this provision by Permittee. Permittee shall pay all costs and fees related to this obligation and its enforcement by the City. City's failure to notify Permittee of a claim shall not release the Permittee of the above duty to defend.

It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the City's right, title and interest in land to be entered upon and used by the Permittee, and the Permittee will, at all times, assume all risk of and indemnify, defend, and save harmless the City from and against any and all loss, damage, cost, and expense arising in any manner on account of the exercise or attempted exercise by said Permittee of the aforesaid rights and privileges.

During the event, the Permittee shall observe all safety regulations of the City, and the Permittee shall take measures to ensure the safety of the public.

In case of non-compliance with the City's requirements in effect as the approved date of the permit resulting from this agreement, said permit is void.

Jeff Matthews
Signature of Sponsor or Authorized Representative of Sponsor

2.11.14
Date

JEFF MATTHEWS
Printed Name

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this 11th day of Feb, 20 14 by

Jeff Matthews

Terrie Steele
Signature of Notary Public-State of Florida

Terrie Steele
Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

Personally Known ☒ OR Produced Identification ☐
Type of Identification Produced: _____

4th of July Festival

