

MEMORANDUM

August 6, 2014

TO: Honorable Mayor and City Commissioners

VIA: Kenneth Fields, City Manager

FROM: Katie Kinloch, Administrative Assistant

SUBJECT: Special Event Permit Application for the Annual Kiwanis Club Christmas Parade and temporary road closing, December 13, 2014

SYNOPSIS: Approval of the special event permit application will allow the Lake Wales Kiwanis Club to present the annual Christmas Parade on December 13, 2014 and allow for the temporary closing of several streets.

RECOMMENDATION

The recommendation is for the City Commission to take the following action:

1. Approve the special event permit application from the Lake Wales Kiwanis Club for the annual Christmas parade to be held Saturday evening, December 13, 2014 from 6:00 p.m. to 8:00 p.m.
2. Approve the parade route which will begin at Lake Wailes Park, travel up Central Avenue to Dr. Martin Luther King Jr. Blvd. where it will end
3. Approve the temporary closing of North 5th Street, Orange Avenue, the Horse shoe Drive in Lake Wailes s Park, Lakeshore Blvd. from Orange Avenue to Central Avenue, and from Central Avenue at Lakeshore Blvd. to Dr. Martin Luther King Jr. Blvd.

BACKGROUND

Larry Tonjes, President of the Lake Wales Kiwanis Club submitted a special event permit application for the Annual Christmas Parade to be held Saturday, December 13, 2014 from 6:00 p.n. to 8:00 p.m. Line up for the parade will begin at 4:00 pm. on North Fifth Street and on Orange Avenue and along the Horseshoe Drive of Lake Wailes Park.

The application also includes a request for the temporary closing of several streets as follows: 5th Street, Orange Avenue and the Horse shoe Drive in Lake Wailes Park for the parade line up, Lakeshore Boulevard south to Central Avenue, west on Central Avenue crossing SR17 (Scenic Highway to Dr. Martin Luther King Jr. Boulevard where the parade will end.

The crossing of Scenic Highway requires a permit from the Florida Department of Transportation and this request will be submitted to the Bartow office after commission has approve d the event. Staff reviewed the application and there are no issues with the event or road closings. Lake Wales Police Department and VOICE will be handling pedestrian and vehicular traffic control. The Streets Department will coordinate the street closings and trash clean up. The Kiwanis Club will be responsible for the parade line up and staging and any sanitary facilities that might be necessary. Insurance is being provided by the sponsor as required.

OTHER OPTIONS

Not to approve this event and road closings.

FISCAL IMPACT

The total cost of in-kind services in the proposed budget for FY14/15 is \$1,828.00 with the Kiwanis Club being responsible for 25% of the total cost or \$457.00.

ATTACHMENTS

Special Event Permit Application

Notarized Agreement to Assume Financial Responsibility

Parade Route

City of Lake Wales Application for Special Event Permit

Sponsor Lake Wales Kiwanis Club

Name of Event Christmas Parade
 Description nighttime parade w/ floats and lighted vehicles
 Location Lake Wales @ Central Ave. / Lakeshore to City Hall
 Beginning Date 12/13 Ending Date 12/13 Hours of Operation 6-8
 Sponsor Contact Larry Tonjes setup 4-6
 Mailing P.O. Box 1037
 City Lake Wales State FL Zip 33859
 Sponsor Type non-profit civic Contact Phone # (863) 632-2397
(non-profit civic, professional, educational, religious, etc. / commercial)

Indicate manner in which each will be handled; if City assistance is requested, please indicate. (if item is not applicable, indicate "N/A")

Sanitary facilities Kiwanis
 Parking City
 Site preparation Kiwanis
 Site clean-up City

- Will vehicular traffic control be required? No Yes (Requires coordination with city Police & Public Works departments)
- Will pedestrian control be required? No Yes (Requires coordination with city Police & 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 BFI)
- Will tent(s) be erected? No Yes (Requires building permit & inspection)
- Will temporary structure(s) be erected? No Yes (Requires building permit & inspection)
- Will electrical service be installed? No Yes (Requires electrical permit & 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 Dept of Agriculture & 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; indicate additional attachments)
- Diagram showing site location & layout, parking areas, traffic patterns, electrical, etc
 - 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.

Larry Tonjes - President
 Signature of Sponsor's Authorized Representative parade chair

8/5/14
 Date



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

Applicant: Kiwanis **Event:** christmas parade **Location:** central Ave Lakeshore to City Hall

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 SOLEY 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 excise 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 sate of the permit resulting from this agreement, said permit is void.

Larry Tonjes
Signature of Sponsor or Authorized Representative of Sponsor

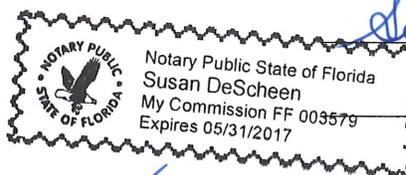
Larry Tonjes
Printed Name

8/5/14
Date

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this 5 day of August, 2014 by

Larry Tonjes



Susan DeScheen
Signature of Notary Public-State of Florida

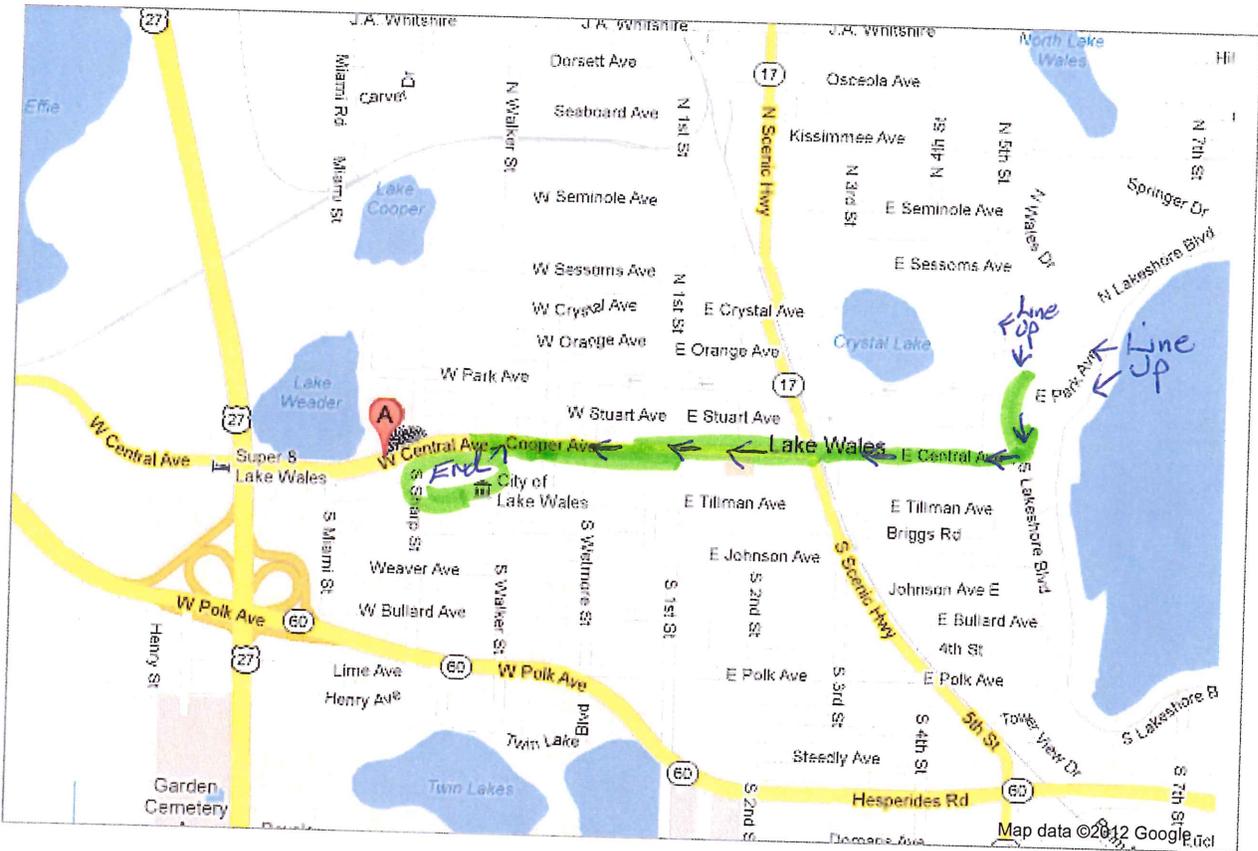
Susan DeScheen
Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

Personally Known _____ OR Produced Identification

Type of Identification Produced: FLDL

LAKE WALES KIWANIS CLUB CHRISTMAS PARADE PARADE ROUTE



The Parade will line up at Lake Wales Park, on Orange Avenue and on 5th Street. Parade will travel south on Lakeshore Boulevard to Central Avenue, turn west on Central Avenue, cross SR17(Scenic Highway) and continue until reaching Dr. Martin Luther King Jr. Boulevard where the parade will end