

MEMORANDUM

DATE: November 19, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Jennifer Nanek, Assistant to the City Manager

RE: Heritage Fest Application

SYNOPSIS: This is a Special Event Permit Application from the Green and Gold Foundation and Black Entrepreneurs and Leaders Coalition for a Heritage Fest event to be held on Saturday February 21st from 10am-8pm in downtown Lake Wales.

RECOMMENDATION

It is recommended that the City Commission take the following action:

- Approve the Special Event Permit application for the Heritage Fest event to take place on Saturday, February 21, 2015 from 10am-8pm.
- Approve the request for the temporary closing of the following:
 - Stuart Avenue from 1st Street to Scenic HWY (SR 17)
 - S. Market Street from Stuart Avenue to Central Avenue
 - The Marketplace and Marketplace Parking lot.
 - The alley between Stuart Avenue and Park Avenue
 - Central Avenue between 1st and 2nd Streets
 - 2 City lots at the east end of Stuart Avenue at Scenic HWY (SR 17)
- Authorize set-up of stage, tent and tables at 4pm on Friday February 20, 2015

BACKGROUND

Heritage Fest is being sponsored by the Green and Gold Foundation and the Black Entrepreneurs and Leaders Coalition as a Black History Month Celebration. The event will include entertainment, vendors, and other activities.

Set up will begin at 10am and the event will start at noon and continue to 6pm.

Sponsors will be responsible for the cost of 3 off-duty police officers for the duration of the event, for sanitary facilities, and for site set-up and clean-up.

OPTIONS

Do not approve the Special Event Permit.

FISCAL IMPACT

As this is a new event, it has not been budgeted for this fiscal year. All costs will be the responsibility of the sponsor.

ATTACHMENTS

Special Event Permit Application and Notarized Agreement of Financial Responsibility

Description of event

Maps

City of Lake Wales Application for Special Event Permit

Sponsor Green + God Foundation + Black Leaders +
Entrepreneurs Coalition

Name of Event Heritage Fest

Description _____

Location Downtown Lakes (On Street between 1st + Scenic Hwy)

Beginning Date February 21, 2015 Ending Date February 21, 2015 Hours of Operation 10:00am - 8:00pm

Sponsor Contact LaToya Davis-Craig

Mailing 230 B Street

City Lake Wales State FL Zip 33853

Sponsor Type non-profit civic Contact Phone # (863) 679-8091
(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 2, request city assistance

Parking Use downtown parking

Site preparation Sponsor

Site clean-up Sponsor

- | | | |
|---|--|---|
| Will vehicular traffic control be required? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes (Requires coordination with city Police & Public Works departments) |
| Will pedestrian control be required? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes (Requires coordination with city Police & Public Works departments) |
| Will city street(s) be closed? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes (Requires Commission approval) |
| Will state road(s) be closed? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes (Requires permit from Dept of Transportation) |
| Will add'l trash receptacles be required? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes (Requires coordination with BFI) |
| Will tent(s) be erected? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes (Requires building permit & inspection) |
| Will temporary structure(s) be erected? | <input checked="" type="checkbox"/> No | <input checked="" type="checkbox"/> Yes (Requires building permit & inspection) |
| Will electrical service be installed? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes (Requires electrical permit & inspection) |
| Will live animal(s) be included in event? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes (Requires coordination with city Code Enforcement Officer) |
| Will amusement ride(s) be operated? | <input checked="" type="checkbox"/> No | <input type="checkbox"/> Yes (Requires permit from Dept of Agriculture & Consumer Services) |
| Will food vendor(s) be utilized? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes (Requires health permit & county occupational license) |
| Will craft or other vendor(s) be utilized? | <input type="checkbox"/> No | <input checked="" type="checkbox"/> 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.

[Signature]
 Signature of Sponsor's Authorized Representative

9-25-2014
 Date



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

Applicant: Green to Gold Foundation Event: Heritage Fest Location: Downtown Lake Wales

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 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.

[Signature]
Signature of Sponsor or Authorized Representative of Sponsor

9/25/2014
Date

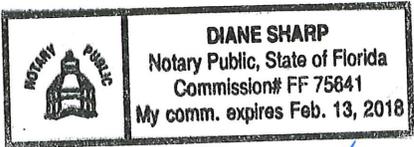
A. LaToya Davis Craig
Printed Name

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this 25th day of Sept, 20 14 by

Andrea Latoya Erica Davis-Craig

[Signature]
Signature of Notary Public-State of Florida



Diane Sharp
Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

Personally Known _____ OR Produced Identification

Type of Identification Produced: Florida Drivers license



Green & Gold Foundation of Lake Wales, Inc.

“B” Street Community Service Center

September 25, 2014

Board of Directors

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Dear City of Lake Wales:

The Green & Gold Foundation (B Street Community Center) and the Black Entrepreneurs and Leaders Coalition (BELC) propose to sponsor “Heritage Fest” on Saturday, February 21, 2015 in the Lake Wales Downtown area between 12:00 pm and 6:00 pm. Event set-up will occur at 10 am and breakdown will begin at 6:00 pm. This event will serve as a Black History Month celebration for the entire family and will feature musicians and vocalists; craft vendors in the Marketplace; Food Trucks; a “Kid Zone” inclusive of train rides, face painting, activities; and a “Heritage Stage” honor local Black pioneers and contributors to the Lake Wales community.

Purpose: To expose Lake Wales and surrounding communities to various forms of black cultural experience (music, dance, arts, oratory), the contributions of blacks to the city of Lake Wales, and to celebrate Black History Month in a manner the whole family can participate in and enjoy.

Local downtown restaurants will have the opportunity to remain open providing a variety of food and refreshments; and local shops will stay open as well giving the public an opportunity to shop while attending the festival.

BELC and G&G are requesting the temporary closing of a portion of Stuart Avenue from 1st Street to Scenic Highway (SR17), the temporary closing of a portion of South Market Street from Stuart Avenue to Central Avenue, the temporary closing of the Marketplace and the Marketplace parking lot, the temporary closing of the alley between Stuart Avenue and Park Avenue, the temporary closing of Central Avenue between 1st Street and 2nd, and the temporary closing of the two city lots on the east end of Stuart Avenue at Scenic Highway (SR17). Permission is requested to begin stage, tent, and table set-up on Friday, at 4:00 p.m.

The sponsoring organizations will be responsible for staffing (volunteers) the event, set-up, and clean-up. In-kind support from the City of Lake Wales is requested for the police coordination of vehicular and pedestrian traffic and patrol from (3) off duty officers, (2) sanitary facilities, and (1) dumpster. The Green & Gold Foundation will provide insurance.

Sincerely,

A. La Toya Davis-Craig, Ph.D.
Executive Director

Directors

C. Deming Cowles, Esq.
Cassandra L Denmark, Esq.*
*(President Elect – 2017/2018)
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Evelyn Lewis
Beverly Lynne
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Advisory Board

Sally S. Cashel
Jesse Jackson
Howard Kay, Esq.

Executive Director

Dr. La Toya Davis-Craig

E Orange Ave



Oriental House

N Market St

Cypress Garden Ln E

E Park Ave



A

F

E Stuart Ave

C

C



Alt 27



Lake Wales

17

N 1st St



E Central Ave

JDA



Map Legend

A. Kidzone (Activities for children)

B. Kidzone (Activities for children)

C. Food Vendors (Food Trucks)

D. Performance (Main Stage)

E. Performance (Step and Dance Stage)

F. Vendors (Various Items)

G. Mobile Restrooms

H: Road Closure