

MEMORANDUM

December 11, 2014

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

FROM: Jennifer Nanek, Assistant to the City Manager/Deputy City Clerk

SUBJECT: 2015 Lake Wales Art Show at Lake Wailes Park
Special Event Permit Application

SYNOPSIS: Approval of this Special Event Application will allow the 44th Annual Lake Wales Art Show to be held in Lake Wailes Park Friday, February 27, 2015 to Sunday, March 1, 2015.

RECOMMENDATION

It is recommended that the City Commission consider taking the following action:

1. Approve the Special Event Permit Application for the 44th Annual Lake Wales Art Show to be held February 27 – March 1, 2015 in Lake Wailes Park
2. Approve the hours as follows: February 27 - set up at 10:00 a.m. and evening festivities beginning at 5:00 p.m. and ending at 8:00 p.m., February 28 and March 1 – 10:00 a.m. to 5:00 p.m.
3. Approve the request for set up by the artists on Friday February 27, 2014 at approximately 10:00 a.m.

BACKGROUND

The Lake Wales Art Council, Inc. submitted a Special Event Permit Application for the 44th Annual Lake Wales Art Show to be held February 27 to March 1, 2015 in Lake Wailes Park. This event would begin on Friday evening, February 27, 2015 at 5:00 p.m. with a barbeque and musical entertainment for the entire family and it will conclude at 8:00 p.m. On Saturday and Sunday the day's activities will begin at 10:00 a.m. and end at 5:00 p.m. The Special Event Permit Application includes a request for the artists to set up on Friday, February 27 at approximately 10:00 a.m. In prior years the artists have been given permission to park RV's for overnight camping on the south side of the park near the retention areas. This year the RV's will be parked at the Methodist Church parking lot.

The Art Council will be using the services of off-duty officers from the Lake Wales Police Department from 6:00 p.m. to 6:00 a.m. during the entire event. This will be paid at 100% by the Art Council. The Field Operations Division will be providing clean up services on Saturday and Sunday with the Art Council paying 25% of those costs. The Arts Council will also be responsible for site set up, obtaining tent permits, providing licensing for food vendors, acquiring sanitary facilities and dumpsters and providing liability insurance for the event.

OTHER OPTIONS

Do not approve the event

FISCAL IMPACT

In-kind services provided by the City were budgeted for FY14-15 in the amount of \$635.00. The Arts Council will be responsible for 25% or \$158.75. Private security will be provided by the Lake Wales Police Department and will be paid at 100% by the Arts Council.

ATTACHMENTS

Special Event Permit Application

Agreement to assume Financial Responsibility

Site Map

City of Lake Wales Application for Special Event Permit

Sponsor Lakewales Arts Council

Name of Event Citizens Bank + Trust Lakewales Arts Festival

Description 4th Annual two day outdoor arts festival

Location Shore of Lake Wales

Beginning Date 2/27/15 Ending Date 3/1/15 Hours of Operation 2/27-5-8:00 BB@ 2/28+3/1-10am-5pm

Sponsor Contact Sean Donaldson Executive Administrator

Mailing P.O. Box 608

City Lake Wales State FL Zip 33859-0608

Sponsor Type non-profit civic Contact Phone # (863) 676-8426
(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 Arts Festival Committee

Parking Citizens Bank + Trust Volunteers

Site preparation Spray for bugs + trim trees 2 days prior

Site clean-up Need city assistance

- Security - need officers 6pm-6am on Fri + Sat
- 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) Food Trucks
 - Will craft or other vendor(s) be utilized? No Yes (Requires county occupational license) artists

- 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.

Sean Donaldson
Signature of Sponsor's Authorized Representative

9/4/14
Date



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

Applicant: Lake Wales Arts Council **Event:** Citizens Bank Trust Lake Wales Arts Festival **Location:** Shore of 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 state of the permit resulting from this agreement, said permit is void.

Jean Donaldson
 Signature of Sponsor or Authorized Representative of Sponsor

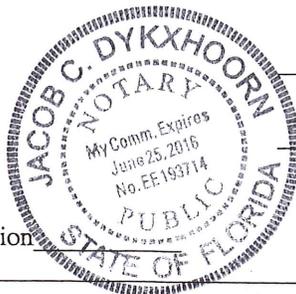
9/4/14
 Date

Jean Donaldson
 Printed Name

State of Florida
 County of Polk

The forgoing instrument was acknowledged before me this 4th day of September, 2014 by

Jean Donaldson



Jacob C. Dykxhoorn
 Signature of Notary Public-State of Florida
Jacob C. Dykxhoorn
 Name of Notary Typed, Printed, or Stamped

Personally Known (NOTARY SEAL) OR Produced Identification
 Type of Identification Produced: _____

The Lake Wailes



Bike Path

Patrons Tent

Entertainment Area

54 55 56 57 58 59 60 61 62

Art-B-Q & Hospitality Tent

36 35 34 33 32 31 30 29 28 27



Public Parking

Artist & Handicapped Parking

48 49 50 51
41 40 39 38
42 43 44 45 46 47

Student Art Show Winners

Information, Purchase Prize and Tee Shirts

Citizens Bank & Trust Tent

First Aid Tent

VIP & Artist Parking

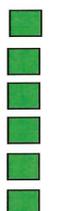
Staff Parking

Food Trucks

Food Trucks

Dumpsters

Handicapped Parking



Toilets/Sink

Artist Unloading

99 98 97

1 2 3 4 5 6 7 8 9 10 11 12

14 15 16 17 18 19 20 21 22 23

94 93 92 91 90 89 88 87 86

84 83 82 81 80 79 78 77 76

27 26 25 24

70 71 72 73 74



Toilets/Sink

North Lakeshore Boulevard

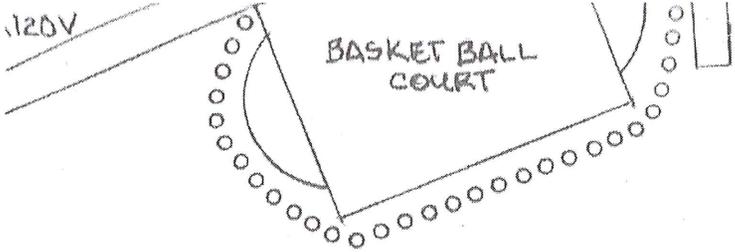
Lake Wales Arts Festival 2014^{FS}

Orange Avenue

Playground

Downtown

Park Avenue



- ☁ TREE, BUSH
- ⊗⊗ POWER LINE, MAIN FEEDER TO TRAP
- OVERHEAD LIGHT
- GUARD RAIL

LAKE WAILES
SCALE 1" = 50'

