

MEMORANDUM

DATE: February 11, 2015

TO: Honorable Mayor and City Commission

VIA: Kenneth Fields, City Manager

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

RE: Jewel of the Ridge Jazz Festival April 11, 2015

SYNOPSIS: This Special Event Application is for the Jewel of the Ridge Jazz Festival hosted by the Lake Wales Arts Council and the PSC Arts Center on April 11, 2015 in Lake Wailes Park.

RECOMMENDATION

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

1. Approve the special event permit application for the Jewel of the Ridge Jazz Festival to take place on Saturday April 11, from 3pm -9pm with set up to begin at 8:00am
2. Approve alcohol sales within a designated area on the map.

BACKGROUND

The Lake Wales Arts Council in cooperation with the PSC Arts Center has applied for a special event permit to hold a jazz festival on April 11, 2015. The set-up will begin at 8:00am and the event will take place from 3:00pm – 9:00pm.

The sponsors request permission to establish a designated area to serve and consume alcohol.

The Lake Wales Arts Council and the PSC Arts Center will utilize services of off-duty officers from the Lake Wales Police Department during the entire event. This will be paid by the sponsors.

OTHER OPTIONS

Do not approve the special event application.

FISCAL IMPACT

As this was unbudgeted the sponsors will cover 100% of the costs for Police and Public Services for the event.

ATTACHMENTS

Special Event Application
Site Map

City of Lake Wales Application for Special Event Permit

Sponsor: Lake Wales Arts Council + PSC Arts Center

Name of Event: Jewel of the Ridge Jazz Festival

Description: Jazz Bands & Food Trucks in the park

Location: Lake Wales Park

Beginning Date: April 11, 2015 Ending Date: April 11, 2015 Hours of Operation: 3 pm to 9:00 pm Setup: 8:00 a.m.

Sponsor Contact: Jean Donaldson / Osubi Craig

Mailing Address: P.O. Box 608

City: Lake Wales State: FL Zip: 33859-0608

Sponsor Type: Non-profit Contact Phone #: 863 298-6883
(non-profit civic, professional, educational, religious, etc/commercial) (Osubi or Nicara)

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: Portable Toilets

Parking: PSC volunteers will handle parking

Site Preparation: N/A

Site Clean-up: Volunteers & city employees

- 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 Department 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) stage
- Will electrical service be installed? No Yes (Requires building 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 & notatized letter of consent (required for event on private property)
 - Department 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

Jan. 30, 2015
 Date

Vice President LWAC



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

Applicant: LW Arts Council Event: Jazz Festival Location: Lake Wales Park

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

Jan. 30, 2015
Date

Barbara Jaeggi Connor
Printed Name

State of Florida
County of Polk

The forgoing instrument was acknowledged before me this 30th day of January, 20 15 by

Barbara Jaeggi Connor

JENNIFER BEAUDUA
Notary Public, State of Florida
My Comm. Expires Mar. 2, 2015
Commission No. EE 60978

[Signature]
Signature of Notary Public-State of Florida
Jennifer Beaudua
Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

Personally Known OR Produced Identification
Type of Identification Produced: _____

The Lake Wailes

Bike Path

Stage

Food Tables
Beer Tent

Children's
Tent

Construction
Trailer

Musician
Drop off

Handicapped
Parking

Food Trucks

Toilets

Block Traffic

Handicap
Park

North Lakeshore Boulevard

Orange Avenue

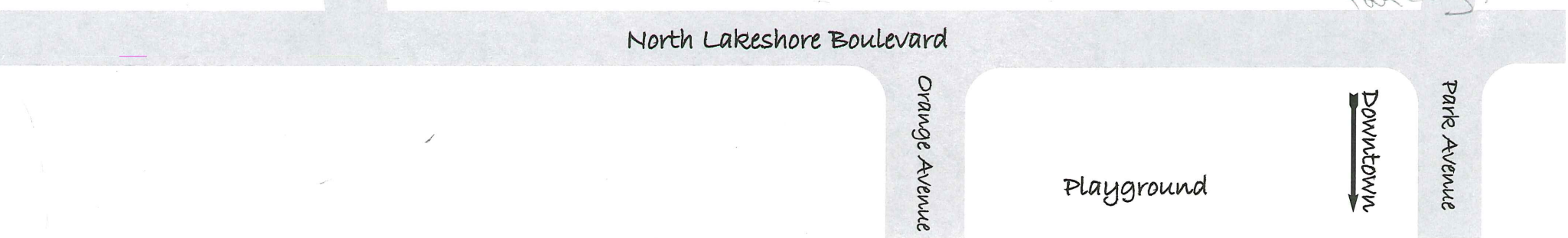
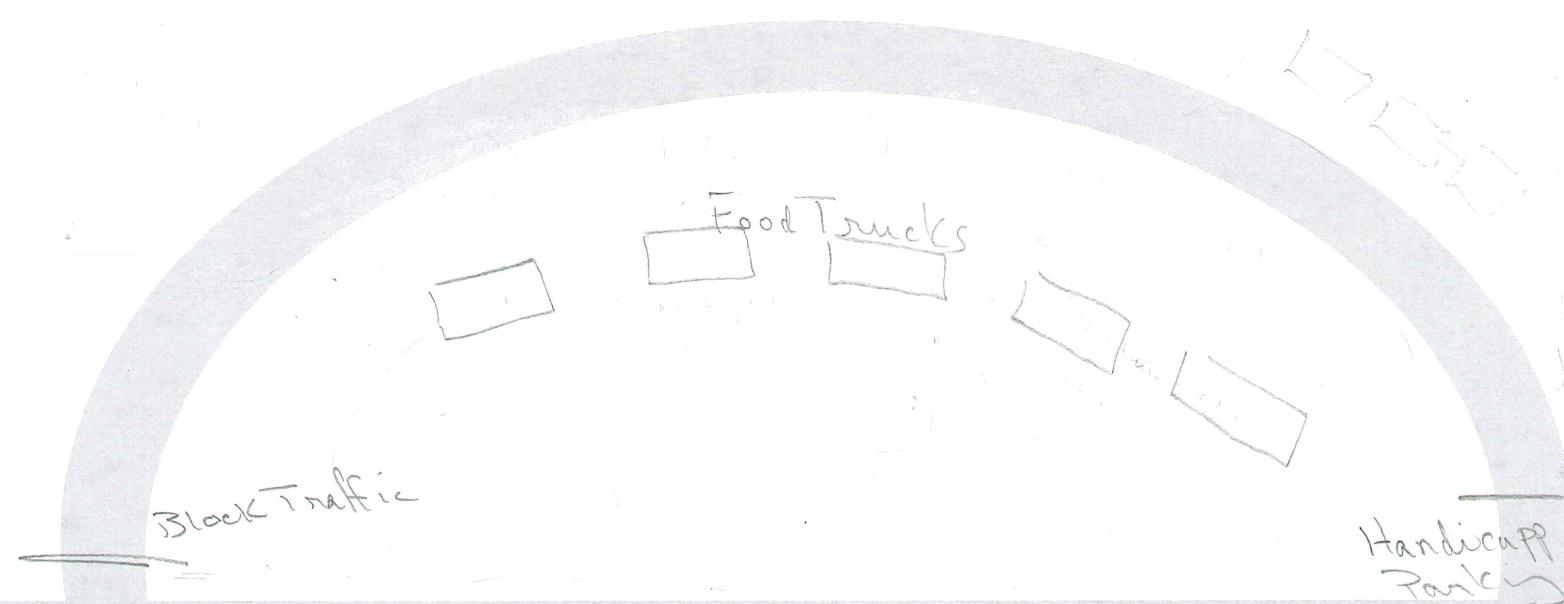
Playground

Downtown

Park Avenue



Entrance



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/14/2014


PRODUCER Edward Lamb & Associates, Inc. P.O. Drawer 1559 146 E. Stuart Ave. Lake Wales FL 33859		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Lake Wales Arts Council, Inc. PO Box 608 Lake Wales FL 33859		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Travelers Property Casualty Company Of An	
		INSURER B: Great American Ins. Co.	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS						
A		GENERAL LIABILITY	X - 6603B730460 - TIL - 14	03/01/2014	03/01/2015	EACH OCCURRENCE	\$ 1,000,000					
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000					
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 5,000					
						PERSONAL & ADV INJURY	\$ 1,000,000					
						GENERAL AGGREGATE	\$ 2,000,000					
						PRODUCTS - COMP/OP AGG	\$ 2,000,000					
		GEN'L AGGREGATE LIMIT APPLIES PER:										
		<input type="checkbox"/> POLICY				<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					
		AUTOMOBILE LIABILITY								COMBINED SINGLE LIMIT (Ea accident)	\$	
		<input type="checkbox"/> ANY AUTO									BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$					
<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$					
<input type="checkbox"/> HIRED AUTOS												
<input type="checkbox"/> NON-OWNED AUTOS												
GARAGE LIABILITY						AUTO ONLY - EA ACCIDENT	\$					
<input type="checkbox"/> ANY AUTO						OTHER THAN AUTO ONLY: EA ACC	\$					
EXCESS/UMBRELLA LIABILITY						AGG	\$					
<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS MADE					EACH OCCURRENCE	\$					
<input type="checkbox"/> DEDUCTIBLE						AGGREGATE	\$					
<input type="checkbox"/> RETENTION \$							\$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	OTH-ER					
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	\$					
If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$					
						E.L. DISEASE - POLICY LIMIT	\$					
B		OTHER										
		Directors & Officers	EPP8184239	10/09/2013	10/09/2014	\$1,000,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER City of Lake Wales P O Box 1320 Lake Wales, FL 33859-1320	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE  <JC>
--	---