

## **MEMORANDUM**

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**DATE:** April 22, 2014

**TO:** Honorable Mayor and City Commission

**VIA:** Kenneth Fields, City Manager

**FROM:** Jennifer Nanek, Assistant to the City Manager

**RE:** Charter School Reception - Kirkland Gymnasium

**SYNOPSIS:** The approval will allow the Lake Wales Charter Schools to host a reception for the 100<sup>th</sup> Anniversary of Public Education at the Albert Kirkland Sr. Gymnasium on Thursday, May 28, 2015 from 6pm-8pm. The event will include alcohol.

### **RECOMMENDATION**

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

- Approve the Special Event Permit application for the Lake Wales Charter School event to take place on Thursday, May 28, 2015 from 6pm-8pm.
- Approve the request to serve and consume alcohol in the Albert Kirkland Sr. Gymnasium during the reception.

### **BACKGROUND**

The Lake Wales Charter Schools is organizing a reception to celebrate 100 years of public education in Lake Wales. They would like to hold the event in the 1939 high school gymnasium and serve and consume alcohol as part of the event.

The sponsor will coordinate with the Citrus Center Boys & Girls Club and City Staff on issues regarding set-up, clean-up and parking as needed.

### **OTHER OPTIONS**

Do not approve the Special Event Permit.

### **FISCAL IMPACT**

None. All costs will be the responsibility of the sponsor.

### **ATTACHMENTS**

Special Event Permit Application and Notarized Agreement of Financial Responsibility



## SPECIAL EVENT APPLICATION

City of Lake Wales  
201 W. Central Ave.  
Lake Wales, FL 33853  
863-678-4182x270

### Applicant Information:

Organization Name: Lake Wales Charter Schools

Address: 130 Central Avenue East Phone: (863) 679-6560

Lake Wales, FL 33853

### Event Contact Information:

Name: (First & Last): Tammy Atmore

Mailing Address: P.O. Box 3309

City, ST, ZIP: Lake Wales, FL 33859-3309

Phone#: (863) 679-6560 ext. 227 Email: Tammy.Atmore@LWCharterSchools.com

### Event Information:

Name of Event: Reunite, Renew & Restore Reception in honor of the 100th Anniversary of Public Education in the City of Lake Wales

**Please note: All events requesting a street closure must have approval from the City Commission.**

- Festival - an organized public gathering in a park or downtown e.g. Art Show
- Organized Competitive Event - a planned race, walk, tournament or other contest
- Parade/Walk - a public or private march, run, walk or parade of any kind.
- Circus or Carnival
- Other \_\_\_\_\_

A 2-hour reception/reunion of teachers, parents, alumni, and community to  
Event Description: celebrate a 100 years of public education in the City of Lake Wales.

Event Start Date: May 28th Time: 6:00pm      Event End Date: May 28th Time: 8:00pm

Set up Date: May 28th Time: As early as we are allowed or by 12 noon.      Take Down Date: May 28 Time: 8pm-9pm

Gated/Ticketed     Open to the Public     Private    Other: Open to public, but we will need attendees to RSVP.

Location of Event:

Lake Wailes Park     Downtown Market Place     Kiwanis Park

Stuart Park     Crystal Lake Park     Other Albert Kirkland Sr. Gymnasium

### Site Plan Requirements:

Please attach a clear and legible site plan/map with the following indicated:

1. Depiction of the area (streets, park, etc) where the event will be held.
2. The overall event area such as parking and requested street closures.
3. The location and dimensions of all physical equipment being placed; such as stages, vendors, booths, tents, barricades, restrooms, dumpsters, etc.
4. Disabled parking and handicapped access clearly defined.
5. Location of temporary alcohol sales where both sales & consumption will occur.  
(Sale or consumption of alcohol requires additional permitting from the state and hiring of at least 2 off-duty police officers )

### Event Components:

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Alcohol - (Special Permit Required)* | <input type="checkbox"/> Amplified Sound                                     |
| <input type="checkbox"/> Portolets                                       | <input type="checkbox"/> Stage   |
| <input type="checkbox"/> Sales/Distribution/Display                      | <input type="checkbox"/> Inflatables (bounce houses)                         |
| <input type="checkbox"/> Food Distribution/Sales                         | <input type="checkbox"/> Concerts/Live Music                                 |
| <input type="checkbox"/> Use of electric outlets                         | <input type="checkbox"/> Installation of additional outlets                  |
| <input type="checkbox"/> Use of water spigots                            | <input type="checkbox"/> Tents (permit required for tents larger than 30x30) |
| <input type="checkbox"/> Live animals                                    | <input type="checkbox"/> Boat Racing   |
| <input type="checkbox"/> Temporary Structures                            | <input type="checkbox"/> On-Site Cooking                                     |
| <input type="checkbox"/> DJ  | <input type="checkbox"/> Amusement rides                                     |

Other The reception will consist of lite hor d'oeuvres, soft drinks, and wine (if we are permitted to serve alcohol at the gym during the event. This will be an adult event.

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\*Events involving the sale and consumption of alcohol must have a designated area where the sale and consumption of alcohol will take place. Sponsor must get an additional permit from the State Division of Alcoholic Beverages and Tobacco and requires the presence of a police detail.

Other Information:

Will City Streets be closed?  yes  no Requires Commission Approval

Please list all affected streets: \_\_\_\_\_

Will any alleys, parking lots or other public places be closed?  yes  no

Please describe: \_\_\_\_\_

Will State Roads be closed? (SR 17)  yes  no Requires FDOT Permit

Please describe State Roads to be closed: \_\_\_\_\_

Will you need additional trash receptacles from the City?  yes  no

Will you need clean-up assistance from the City throughout the event?  yes  no

**Note: For unbudgeted events the organization must reimburse the City 100% of costs for use of Public Services and Police Department.**

Any other requested assistance from the City? Since this is a public event to celebrate

100th Anniversary of Public Education in the City of Lake Wales and the LWCS and the

LWCS Foundation are both non-profit organizations, we would like to request that the City of Lake Wales waive any fees associated with the gym and be one of our sponsors/supporters

Any additional information:  
of this event. Also, any additional support the City of Lake Wales can provide for this special celebration will be welcomed. Thank you in advance for your support.

Insurance Requirements:

Liability Insurance is required for all special events involving City property and must name the City of Lake Wales as an additional insured. For events requesting the sale or consumption of alcohol, liability insurance in the amount of \$1,000,000.00 is required. All proof of insurance must be submitted to the City of Lake Wales a week before the event. Failure to provide acceptable insurance will result in the cancellation of the event.

## Agreement to Assume Financial Responsibility for Injury or Damage

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 elected or appointed officials, 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 SOLELY from the negligence of the City or any of its elected or appointed officials, 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 Certified Mail. Only an adjudication or judgment 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.

By signing this application, it represents the information provided to be true and correct and signifies a binding agreement to comply with the rules and regulations of the City of Lake Wales. Should the City grant approval and a permit be issued, it is further agreed the Permittee will comply with any other requirements provided by Federal, State, and Local Law.

By execution hereof, the undersigned affirms that he or she is vested with full right and authority to bind the Permittee to the terms of this Agreement.

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

Tammy Atmore  
Signature of Sponsor or Authorized Representative of Sponsor

4/14/15  
Date

Tammy Atmore  
Printed Name

State of Florida  
County of Polk

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public-State of Florida

\_\_\_\_\_  
Name of Notary Typed, Printed, or Stamped

(NOTARY SEAL)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_