

509

Application #: 509

Attached is the permit application for approval for each of the following departments. Initial and date by your department below and place your signature and date on the last page of the application for approval. Please note by approving the application you are then responsible for scheduling the work, man power, clean up that is needed for the event by your department. Forward the application to the next highlighted department listed below your department. When the last department has initialed please return to Terri Phillips, Community Program Manager.

Public Works

Initials: LB

Date: 9-27-22

Lake City Police Department

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SEP 28 2022

Initials: [Signature]

Date: 10/3/22

Growth Management

OFFICE OF THE CHIEF

Initials: [Signature]

Date: 10/4/22

City Manager (parking lot Closures)

Initials: _____

Date: _____

Council (Road Closures)

Initials: _____

Date: _____

City of Lake City Special Event Checklist

Event: Olester Festival Event Date: Feb 17-18, 2023

Contact Name: Faye Bowling Warren Phone #: 386-755-1097

On behalf of the City of Lake City, we thank you for contributing to the spirit and vitality of our City through the staging of your event. If you have any questions, please feel free to contact the Lake City Recreation Department at (386) 758-5427.

Supporting Documentation Checklist

- Letter On Letterhead Requesting Use Of Park Or Facility
- Special Event Application
- Hold Harmless Agreement Signed And Notarized
- Policies/Procedures and General Provisions for use of Wilson Park & Darby Pavilion
- Insurance Documentation
- Temporary Closing and Special Use of State Roads
- Map Indicating Electrical Use At Parks
- Map Indicating Road Closures

Please mail or drop off the completed application along with the supporting documentation to:

City of Lake City
205 North Marion Avenue
Lake City, FL 32055

City of Lake City

Darby Pavilion

Special Events

and Wilson Park

Application

Applicant Information

Organization/Applicant Name: *Blue Grey Army Inc.*

What is Event For?: *Olester Festival*

Contact Name: *Faye Bowling Warren*

Phone: *386-755-1097*

Address: *630 NW Old Mill Drive*

City: *Lake City*

State: *Florida*

ZIP Code: *32055*

Email: *bowlingwarren@comcast.net*

Facility/Park Requested: *Darby Pavilion
Wilson Park*

Date Of The Event: *Feb. 17-18 2023*

Setup of Vendors
Time Requested: *Feb. 16, 2023*

Estimated Attendance: *5,000 - 10,000* *2-day festival*

Darby Pavilion Only

Alcohol: YES NO

Set Up Time: *Thursday - Feb 16, 2023*

Event Time: *9 AM 2/17/23*

Clean Up Time:

Parade Information

Line Up Place and Time: *N/A*

Inclement Weather Date:

Anticipated number of vehicles to be used in the parade:

Parade Start Time:

Location and desired route (state starting point, route and point of termination. Use the appropriate street names and direction. Attach a map of the parade route.)

Event Information

Will you be collecting admissions/donations of any type at this event?: *NO*

Will any items be sold at this event (including food)?: *yes*

What kind?: *Variety festival foods -
hotdogs, hamburgers, etc*

Are you having other vendors participate in this event?: *yes*

Please list: *Arts, crafts and food
with entertainment*

Is this event open to the public?: *yes*

What Activities are planned?: *Various musical
performances*

Will tents be used?: *yes*

Will bounce houses be used?: *yes*

Will you be serving food?: *Approximate 20+ food vendors*

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SEP 28 2022 *st*

OFFICE OF THE CHIEF

Services Requested (Fees Apply)

Security/Crowd Control Requested?: Yes

Clean Up Requested?: Yes

Will you need access to electricity?: Yes If Yes, will you need 20 30 50 Amp Service (please circle one)

Road/Parking Lot Closure Requested: If Yes, please state (using appropriate names) which streets/parking lots are being requested closed; also submit a map showing all road closures or route;

- A portion of Lake Desoto Drive for the Staging.
- Over-flow area for Art & Craft vendors - N. Hernando St.
- Franklin St. - portion used for Parking - Possible display of Antique Cars

Please note clean up, electric, and police presence is an additional fee

Organization Information

Type of Organization (please circle one): Not for Profit (must provide 501c3 letter) For Profit Individual

Federal ID#: 59-1896145 Tax Exempt #: 85-80162555300-4

Fee Schedule

Young's Park: \$50.00 daily fee - \$25.00 electricity fee - under 100 people \$100.00 deposit (refundable after event with satisfactory clean up) 100 or more people \$200.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Olustee Park (Gazebo): \$100.00 daily fee - \$25.00 electricity fee - under 100 people \$50.00 deposit (refundable after even with satisfactory clean up) 100 or more people \$100.00 deposit (refundable after event with satisfactory clean up) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

OLUSTEE PARK IS A PASSIVE PARK RENTED FOR CEREMONIAL EVENTS ONLY SUCH AS, BUT NOT LIMITED TO; WREATHS ACROSS AMERICA, HOMELESS CANDLE VIGIL, NATIONAL DAY OF PRAYER, FALLEN HEROES, WEDDINGS (CEREMONY ONLY), AND OTHER SIMILAR USES

OLUSTEE PARK IS NOT RENTED TO THE PUBLIC DURING THE MONTHS OF NOVEMBER AND DECEMBER

Teen Town: \$40.00 per hour usage fee, \$100.00 deposit -) - \$1,000,000 Liability Insurance required for events with more than 100 people attending, listing the City as "Additional Insured".

Memorial Stadium: \$400.00 per day - \$100.00 per night use of stadium lights - \$200.00 deposit - \$1,000,000 Liability Insurance required listing the City as "Additional Insured".

Rental Guidelines on the above Parks: *NO ALCOHOL PERMITTED ON THE ABOVE LISTED CITY PROPERTIES, *No vehicles allowed in the park, *No tents, poles or signs allowed in the grass area of the parks, *No nails or tape on the gazebo, *All Trash Cans must be emptied by the organizer.

Wilson Park Only
828 NE Lake Desoto Circle
Hours of operation 9am-11pm

Darby Pavilion Only: \$100 daily fee - includes tables and seating for 160 people, trash receptacles, use of restrooms and warming kitchen. - Required Deposits; up to 100 people \$100.00, up to 500 people \$200.00, over 500 people \$300.00 (deposits will be refunded in the form of a check issued by the City of Lake City provided there is no damage or outstanding fees owed) - \$1,000,000 Liability Insurance required "Additional Insured".

THERE ARE NO WAIVERS OF FEE'S OR DEPOSIT'S FOR NON-PROFIT ORGANIZATIONS
ONLY CITY SPONSORED EVENTS ARE WAIVED FROM FEE'S AND DEPOSITS

Fire Pit Water Features: includes wood and City Staff to light 10 lighted pits \$200.00 20 lighted pits \$300.00

Electrician: CITY OF LAKE CITY PERSONNEL ONLY over 110 volts breaker fee \$25.00 per breaker Number Needed?

Extra Security: Security is required for public/private events with 200+ anticipated attendance or if alcohol will be served. All applications are reviewed by the Lake City Police Department and Security determinations are based on recommendations from that department. Fees are based on a \$25.00 per hour (4 hour minimum) per Officer. Security requirements and costs will be negotiated on a case by case basis. Security fees are paid in advance.

3502

Staff Use Only		
Approved (All signatures required for approval)	Deposit Amount:	Map Attached: D.O.T. Approval:
	Date Due:	Proof of Insurance:
Denied	Electricity Needed:	Road Closures:
	Electricity Charge:	Parking Lot Closures:
Rental Fee:	Total Received:	Deposit Returned:
		Date: Amount:
Applicant Signature: <i>Tracey Paulig Warren</i>		Date: <i>8/22/22</i>
Department Approval		
Public Works Official:	<i>Lundie Bell</i>	Date: <i>9/27/22</i>
Police Department Official:	<i>Sgt. A. [Signature]</i>	Date: <i>10/3/22</i>
DOT Release (if applicable)		Date:
City Manager:		Date:
City Council:		Date:
CRA Official:		Date:
Recreation Department Official:	<i>J. Paulig</i>	Date: <i>9/26/22</i>

Hold Harmless Agreement: The Contractor, Vendor, or User hereby promises and agrees to indemnify and save harmless the City of Lake City, a municipal corporation, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for and on appeal of any kind and nature arising or growing out of or in any way connected with the performance of the Agreement whether by act or omission of the Contractor, Vendor, Officers, agents, servants, employees, or other or because of or due to the mere existence of the agreement between the parties.

The applicant will supply a "Certificate of Insurance" reflecting minimum coverage of the amount deemed by City Staff per occurrence for bodily injury and property damage. The City of Lake City, 205 North Marion Avenue, Lake City, FL 32055, must be shown as "Additional Insured" which will be noted on the Certificate. The Certificate will indicate that the applicant's insurance policy will not be cancelled without thirty day prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Lake City Recreation Department no later than five (5) calendar days prior to program/event date.

Copyright Law: Licensee assumes all costs arising from the use of patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights used on or incorporated in the conduct of any event covered under this agreement and licensee agrees to indemnify and hold harmless devices, processes or dramatic rights furnished or used by licensee in connection with the agreement and will defend the City from any such suit or action, regardless of whether it is grounded or fraudulent.

Certification by Applicant: I certify that I have read this application and that all information contained in this application is true and correct. Any falsehoods or misrepresentations will constitute a criminal violation of the Florida State Statute. I agree to comply with and be bound by any and all applicable provisions of the city code. I understand the event may be cancelled by the Chief of Police or the Fire Chief should any conditions of the application or city ordinance or state statute be violated, I certify that I am authorized by the organization named herein to act as its agent for the herein described activity. I also have received the notice informing me of my responsibilities and obligations should I cancel the event.

By filing this application, I and the organization on whose behalf this application is made, contract and agree that we will jointly and severally indemnify and hold the City of Lake City harmless against liability, including court costs and attorney's fees, for trial and on appeal, for any and all claims for damage to property or injury to, or death of, persons arising out of or resulting from the approval of the Special Events application or the conduct of the activity or its participants.

Faye Bowling Warren

Licensee Signature

8/22/22

Date

LICENSEE CERTIFICATION

I hereby certify that all the information contained herein is true and correct to the best of my knowledge. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any approval previously given.

Signature of Applicant: Faye Bowling Warren Date: _____

Subscribed and affirmed 8/22/22 By (Print Applicant Name) Faye Bowling Warren
He/she is personally known to me OR has presented _____ as identification and who did take an oath.

Notary Signature and Seal: Teresa Phillips
My commission Expires: 2/14/26



Americans with Disabilities Act:

The applicant understands and agrees that it will comply with the obligations of Titles II and III of the Americans with Disabilities Act of 1990 in the conduct of the special event, and further agrees to indemnify, hold harmless and defend the City of Lake City, its elected officials, officers, agents, employees and volunteers, from any claims or liability arising out of or by virtue of the Americans with Disabilities Act.

The Program/Event will be terminated should licensee cause any violation of Local, State, or City of Lake City Laws and ordinances.



Hand Delivered

September 3, 2022

Mr. Paul Dyal
City Manager
City of Lake City
205 N. Marion Ave.
Lake City, Fl. 32055

RE: Request to use Darby Pavilion and Wilson Park and Lake
Desoto Drive/Portion of N. Hernando St.

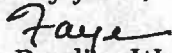
Dear Mr. Dyal,

Enclosed you will find our application to use the above areas for our Annual Olustee Festival which will be held on February 17-18, 2023. The set-up day for the event will be the day before or February 16, 2023.

Some information that you would need and should be passed on to the Public Works Department and Police and Fire Departments in our planning of the festival involves the use of N. Hernando Street (as we did last year), beginning at Halpatter Brewing to N. Franklin Street for the over-flow of the vendors to that area. Since the entertainment stage is to be placed as it was previously, we will need to close a portion of Lake Desoto Drive in front of Wilson Park. We will need street barriers placed at both intersections. Most of the performers will be coming in from the side next to Lake Shore Hospital. This will include school children who will be performing in the school choirs.

We will provide the liability insurance coverage required by the City of Lake City along with the non-profit certification issued by the State of Florida, a map of the site, and hold harmless agreement required in the application. I have also enclosed a letter from our insurance carrier, The Wheeler Agency of Lake City. We will be getting a quote from the City's insurance provider for events to see if we can have the event covered under the TULIP policy. Should you have any question, please call me at 386-755-1097 or my email is bowlingwarren@comcast.net.

Sincerely yours,


Faye Bowling Warren
Executive Director
Blue Grey Army, Inc.

cc: Dr. Tony Buzzella, President
Blue Grey Army, Inc.

DIVISION OF CONSUMER SERVICES
(850) 410-3800



Copy to: Brooke
THE RHODES BUILDING
2005 APALACHEE PARKWAY
TALLAHASSEE, FLORIDA 32399-6500

FBW

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
COMMISSIONER NICOLE "NIKKI" FRIED

August 17, 2022

Refer To: CH11630

BLUE/GREY ARMY, INC.
PO BOX 2224
LAKE CITY, FL 32056-2224

RE: BLUE/GREY ARMY, INC.
REGISTRATION#: CH11630
EXPIRATION DATE: August 29, 2023

Dear Sir or Madam:

The above-named organization/sponsor has complied with the registration requirements of Chapter 496, Florida Statutes, the Solicitation of Contributions Act. A COPY OF THIS LETTER SHOULD BE RETAINED FOR YOUR RECORDS.

Every charitable organization or sponsor which is required to register under s. 496.405 must conspicuously display the registration number issued by the Department and in capital letters the following statement on every printed solicitation, written confirmation, receipt, or reminder of a contribution:

"A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION MAY BE OBTAINED FROM THE DIVISION OF CONSUMER SERVICES BY CALLING TOLL-FREE (800-435-7352) WITHIN THE STATE. REGISTRATION DOES NOT IMPLY ENDORSEMENT, APPROVAL, OR RECOMMENDATION BY THE STATE."

The Solicitation of Contributions Act requires an annual renewal statement to be filed on or before the date of expiration of the previous registration. The Department will send a renewal package approximately 30 days prior to the date of expiration as shown above.

Thank you for your cooperation. If we may be of further assistance, please contact the Solicitation of Contributions section.

Sincerely,

Deleah J Sims
Regulatory Consultant
850-410-3719
Fax: 850-410-3804
E-mail: deleah.sims@fdacs.gov



The Wheeler Agency

622 SW Main Blvd, Lake City, FL 32025

Ph: (386) 752-8660 Fax: (386) 752-9802

www.thewheeleragency.com

08/31/2022

Blue Grey Army, Inc
Faye Bowling-Warren
P.O. BOX 2224
LAKE CITY, FL 32056-2224

RE: Event Liability - Pending - Olustee Battle Festival
02/17/2023 to 02/18/2023

Dear Faye:

Please let this confirm that the attached event liability estimate provided to you through American Specialty Insurance is a short-term special event policy covering the Olustee Festival during the dates captioned above. An additional 5 days of coverage is automatically added before and after the event for set-up and tear-down. Please be advised, the following activities and amusements are excluded:

Inflatables
Animals
Climbing walls
Parades

Because it is not possible to bind coverage more than 45 days prior to the event, we are not able to provide you with a Certificate of Liability at this point. At the time of binding, we will be happy to provide such certificates and additional insured status to the City of Lake City.

Respectfully yours,


John Wheeler

Policies/Procedures and General Provisions for use of Wilson Park & Darby Pavilion

Pavilion/Park/Gazebo

- » All rentals are by the day between the hours of 9am – 11pm.
- » All rental times must include deliveries, decorating, rehearsals, set-ups, break-downs and clean-up time.
(Renter must be cleaned up and out of the pavilion by 12am)
- » Tables must remain within the space of the rented pavilion.
- » The use of rice is not permitted, as it can be harmful to Lake DeSoto wildlife if ingested and is not biodegradable. We recommend the use of rose petals, birdseed, bubbles, or butterflies.
- » Vehicles are not permitted in the park without prior written approval.

Pets/People

- » All pets must be on a leash at all times while in the park.
- » Pet owners accept full responsibility for his/her pet while in the park including cleaning up after them.
- » Because Wilson Park is a public park, visitors may stop and watch your wedding/event.

Catering/Food

- » Leaser's may provide homemade/store bought food, free of charge, to their guests.
- » When hiring a catering company copy of license and registration must be provided.
- » For Public Events only Licensed and Registered Food trucks are permitted to sell food.
- » Grills are **not allowed on the concrete slab** under any circumstances.

Decorations

- » All decorations must be free standing. Decorations cannot be glued, taped, nailed, stapled (or any other way that will leave a residual mark) to any wall, pillar or table. Decorations cannot be suspended or hung from the ceiling. Hardware has been installed at strategic spots throughout the pavilion to allow for proper access for suspending decorations.
- » Renters shall be responsible for any outside vendors that they hire.

Janitorial

- » The City staff will provide **general** cleaning of the rental area before and after the event.
- » The renter is responsible for the clean-up of the area rented. Clean-up must be completed within the rental time frame. The cleaning of the facility is the responsibility of the person signing the rental agreement. You must leave the pavilion as you found it.
- » Renter shall be responsible for the removal of any and all food, beverages, dishes, trash etc. from the building/park.
- » Any cost incurred by the City for excessive trash, decoration removal and/or cleaning shall be charged directly to the renter.

Security Deposit

- » This fee is refundable provided there is no damage or outstanding fees owed.
- » All refunds will be in the form of a check 2-3 weeks after your event. It will be mailed to the contact person and mailing address provided on this application unless otherwise noted.

Cancellations

- » Refunds will not be issued for inclement weather or cancelations. This is an outdoor facility with covering inclement weather needs to be considered when renting this facility.

General Provisions

- » Event reservations are on a first come – first serve basis. **A Reservation is not confirmed until the rental fee and full amount of security deposit is received.**
- » Area is rented as is. We do not rent or set-up any items.
- » Amplifiers, band equipment and or instruments are permitted.
- » Use of personal fireworks is prohibited.
- » Glass bottles or containers are permitted for serving purposes ONLY. Plastic or aluminum containers are required for all drinks and food.
- » Renter shall not leave rented or personal equipment in City park overnight.
- » The renter is liable for any and all damages incurred during the use of the area rented.

Failure to abide by the above stated guidelines may result in termination of rental and be grounds for any future rentals. The City of Lake City reserves the right to terminate any event if it is deemed that a violation has occurred. Should an event extend beyond the approved time, a fee of \$25.00 per ½ hour will be assessed and deducted from the security deposit. Any minute past the ½ hour mark will be rounded up to the next ½ hour for purposes of calculating the late fee.

This facility is located in a public park which is open to the general public. By renting this facility, you agree and understand that the actions of a 3rd party (of the general public) accessing or using the park cannot be controlled by the City. By renting this facility, you agree and understand that the City will not be responsible for any actions of the general public during your rental, financially or otherwise. Examples shall include, but not limited to; interruptions in events; loud music or weather interference.

In consideration of the City of Lake City, hereinafter referred to as the "City", permitting the undersigned to lease, rent or use the property described as 828 NE Lake DeSoto Circle, Lake City, FL 32055, hereinafter referred to as the "Property" on the above requested date. The undersigned has agreed and does hereby agree to indemnify, save and hold harmless the City and their employees for loss of or damage to the property and from any and all liability for damages or injuries, or claims for damages or injuries, to any person or property suffered while on or arising during the use of the property and pay to the City, upon demand, all damages, costs, expenses and Attorney's fees that the City may sustain, or become liable or answerable for, or shall pay, upon or in consequence of the use of the property by the undersigned, individually, or by the employees, licensees, guests members and invitees of the undersigned or by any other person with the consent of the undersigned.

I have read, understand and agree to abide by all policies/procedures and general provisions as outlined above.

Signature: Faye Bowling Warren Date: 8/22/22