

# SPECIAL EVENT PLANNING GUIDE

The City of Venice has set forth this Special Event Planning Guide to outline the laws, rules, policies, and procedures for holding special events in City parks, on City property, and on public streets and right-of-way. This planning guide is a community resource to assist event organizers and to ensure that all special events are safe and enjoyable gatherings for everyone who operates and attends special events.

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## 1. Introduction

Welcome to Venice, the "City on the Gulf." The City of Venice is a popular vacation destination as well as a wonderful place to live, work and play. The beautifully landscaped historic downtown district is lined with a variety of restaurants, boutiques, and unique shops. There are over 30 public parks, 5 miles of trails along the Intracoastal Waterway (ICW) and 3.5 miles of beautiful beaches including a dog friendly beach. The city has received numerous awards and recognition on lists such as:

- 1. Best Beach Towns to Live In
- 2. America In Bloom
- 3. USA Today Best Coastal Small Town
- 4. Safest Cities in Florida
- 5. Top Fishing Piers in Florida
- 6. Best Places to Retire in Florida
- 7. Top Small Cities to Relocate

A complete list of all our awards and recognitions can be found on the city website here: <u>Awards</u> and <u>Recognition | Venice, FL (venicegov.com)</u>

The shopping, dining, recreation, and natural beauty draws thousands of people to the City each year; making Venice a great place to host special events. Annually, there are 60-80 medium to large events held within the City and over 200 park reservations. These park reservations include smaller activities and events such as concerts at the Centennial Park gazebo.

This comprehensive guide is intended to help applicants plan for a safe and successful event and to assist with navigating the special event permitting process. Reading this document all the way through should answer most special event questions. However, for any additional questions, please contact the City Special Events and Marketing Coordinator (SEMC) (Appendix A: Contacts).

## 2. Definitions

## **Special Event**

An organized activity taking place on public property that invites or is open to the public **and** involves ANY of the following:

- 1. Use of City services beyond gazebo electrical access
- 2. Serving, selling, or consuming alcohol
- 3. Cooking, grilling, reheating of food, or a food truck (excluding normal use of Sarasota County/City installed park grills)
- 4. Activities that require a certificate of insurance
- 5. Higher risk activities such as large gatherings, street closures/impacts on traffic, timed activities, etc.
- \*The City Manager's Office will make the final determination whether an activity is considered a Special Event.
- \*All new Special Events require initial approval from City Council and all Special Events require the issuance of a Special Event permit for each occurrence.

## **Informal Events (Park Reservation)**

Small to medium-size events that occur on public property but require no City services. These types of events may be private or open to the public. Examples may include reunions, birthday parties, ceremonies, and small concerts, and are held with or without a park reservation. Using public space without a reservation can be done on a first-come first-serve basis; however, park reservations will receive priority for the use of the public space.

Please complete a Park and Public Space Reservations (arcgis.com) if:

- 1. You wish to reserve a specific day and time (limited to four hours or less)
- 2. You intend to have over 50 people attending
- 3. You are requesting park electrical access be turned on
- 4. You would like to use sound amplification
- 5. You wish to alter or rearranging park space or amenities in any way (i.e. adding an arbor or chairs)
- 6. You are advertising or wish to post signs

Park reservations can be made through the City of Venice website <a href="www.venicegov.com">www.venicegov.com</a> under the 'Make a Park Reservation' option or by clicking here: <a href="Park and Public Space Reservations">Park Reservations</a> are not considered special events. There are no fees for use; however, the user is responsible for all setup and cleanup.

#### **Other Events and Activities**

Some events may need a staff assessment to determine if they should be completed through the park reservation system and/or include an insurance policy or if they should go through the special event permitting process. If you are uncertain as to what type of process your event or activity falls into, please contact the SEMC (Appendix A: Contacts).

For ADA information, visit <u>A Planning Guide for Making Temporary Events Accessible to People With Disabilities</u> | ADA National Network (adata.org)

## 3. Event Venues

Whether you are thinking of using a park, street, or other space it is important to consider which venue is appropriate for the type, size and scope of your event. Questions to consider are:

- 1. How many people are expected, and will the space provide room to prevent overcrowding as well as adequate parking?
- 2. Will you need dumpsters, trailers, portable restrooms, tents, or other large items, and if so, where is the best location for them?

## Centennial Park: 200 W. Venice Ave., Venice, FL 34285

Centennial Park is in the heart of downtown, between West Venice Avenue and West Tampa Avenue, and is surrounded by unique shops and restaurants. It is often used for concerts and vendor booths. The cost to reserve Centennial Park is summarized in the Public Space Rental Fees section. Please keep in mind that event dates for this location are limited due to an abundance of regularly scheduled annual events.

#### Amenities include:

ADA Accessible Gazebo	Picnic Tables	
Benches	Restrooms	
Interactive Fountain	Shelter(s)/Gazebo	
Veterans Memorial	Pedestrian Walkway	

#### West Blalock Park: 401 Pensacola Rd., Venice, FL 34285

West Blalock Park, located across from the Triangle Inn/Venice Museum and the Venice Community Center has traditionally been used for events that align well with its organic design and purpose. The following are features that make this space perfect for plant sales, nature events, and ceremonies.

#### Amenities include:

Arboretum	Playground equipment
Gazebo	Restroom facilities must be supplied by the event in accordance with the Sarasota County Health Department (see <u>Restrooms</u> )
Benches and Picnic Tables	Trash Receptacles
Pedestrian Walkway	

The cost is summarized in the Public Space Rental Fees section

## Festival Grounds: 675 Airport Ave., Venice, FL 34285

The Festival Grounds at the Venice Municipal Airport offer the largest open event space in the city. The 50-acre area allows for an expansive site plan and a larger number of attendees. The types of public events that have taken place here include festivals, carnivals, arts and craft shows, and race/running events. Types of private events include driving skills tests and car club events.

#### Amenities include:

- 1. Large advertising space easily seen from U.S. 41/Tamiami Trail S.
- 2. Connecting pathway to the picturesque Intracoastal Waterway and Venetian Waterway Park trail.
- 3. It is comprised of paved space often used for vendor tents and walkways as well as open field space often used for parking.
- 4. Utilities (Water & Electricity):
  - Visit this link <u>Festival Utilities (venicefl.gov)</u> to view utility locations and type. Click the legend icon to display water and electrical access locations as well as amps/volts;
  - Fee for electricity used is based on starting and ending reading by Airport staff;
     and,
  - Water use requires the Event Holder to complete a hydrant meter set form (See <u>Utilities</u> section)
- 5. Restroom facilities must be supplied by the event in accordance with Sarasota County Health Department (see <u>Restrooms</u>)

The Festival Grounds are part of the Venice Municipal Airport and are regulated by the Federal Aviation Administration (FAA). Certain conditions and restrictions apply, such as:

- Tall structures may not penetrate Federal Aviation Regulation (FAR) Part 77 Surfaces
   (Appendix B: <u>Height Restrictions at the Festival Grounds/Airport</u>). Objects above the
   maximum heights require an aeronautical study to be completed. Information must be
   received by Airport staff a minimum of 120 days prior to the event.
- All signs and banners must comply with the Special Event Advertising and Sign Policy (Appendix C: <u>Event Sign Terms</u>)
- 3. FAA recommends grass height minimums of six inches. Airport staff maintains the grounds to this specification.
- 4. The event must not pose any aviation safety hazard, including but not limited to, bright lights, smoke and wildlife attractants, especially birds. All lights must be angled less than 25 degrees from horizontal (no lighting may be pointed skyward).
- 5. The event site has paved areas. If used, no holes may be put into concrete or asphalt.
- 6. The Festival Grounds are secured at all times. Entry to the area must be coordinated with the Airport Operations Maintenance Supervisor who will provide Event Holders with a lock code.

The cost to use the Festival Grounds is \$300.00 per day for set-up and tear-down days and \$600.00 per day for event days.

#### **Events at Businesses**

Events taking place at a local business should contact planning and zoning well in advance of your event date to verify whether a permit will be required. Private events on private property will not typically require a Special Event Permit (Appendix A: Contacts)

## Other Public Spaces, Rights of Way (ROWs) and Road Closures

Events such as parades or running and biking events often take place on public roadways or in the right of way (ROW). It is important to ensure use of these spaces are managed to ensure safety as well as minimize disruptions to traffic. If the event requires closure of a roadway, lane, or intersection, or the nature of the event will impact the flow of traffic, the Event Holder will be required to have a Temporary Traffic Control Plan (TTCP, often referred to as Maintenance of Traffic/MOT). The City has adopted several routes to choose from. Routes range from those that remain within a park space and do not require a TTCP/MOT, while others require closures, materials, and hiring professionals to implement them. Visit the events page on the City website to view the routes and TTCP/MOT plans for each.

**Standard 1:** Event Holders will identify if the event requires a TTCP/MOT. A security and traffic plan approved by the Venice Police Chief, or his designee must be provided. Upon Venice Police Chief approval, security and traffic management can be provided by either Venice Police (VPD), Sarasota County Sheriff's Office or other police or private agencies as approved by the VPD. Event Holders will contract with a TTC/MOT company for materials and implementation of a TTC/MOT plan (Appendix A: Contacts).

#### **Venues Managed by Other Entities**

There are many spaces within the City that are managed and/or maintained by other entities, primarily Sarasota County Sarasota, FL - Splash (myvscloud.com). If you are interested in having an event at the following locations and the scope of your event falls within the normal use of that facility, please reach out to the organization listed next to it. If your event does not fall within the normal use of the park/facility, it may be necessary to dually permit the event between the City of Venice and the other entity.

Venice Community Center	Venice Community Center   Sarasota County, FL (scgov.net) 941-861-1380
Venice Train Depot	Call 941-861-1380 for pricing information and to make reservations
All Beach Space/activities	Call Sarasota County at 941-861-5000 or 311
Legacy Park/pavilions/open space	Sarasota County 941-861-5000 or 311

*Special Events at Legacy Park require annual approval by the Florida Communities Trust (FCT) 120 days in advance due to grant terms.	FCT email Bill Bibby – <u>Bill.bibby@floridadep.gov</u>	
Maxine Barritt Park/Brohard Park	Sarasota County 941-861-5000 or 311	
Service Club Park and Venice Beach Pavilion	No reservations are accepted	
Legacy Trail	Sarasota County 941-861-5000 or 311	

## 4. Ensuring Accessibility

The Americans with Disabilities Act of 1990 (ADA) was passed to ensure those with disabilities have the same opportunities as everyone else and does apply to special events. Event organizers are responsible for ensuring ADA compliance in the event space and in all aspects associated with the event. Questions to ask yourself include but are not limited to:

- How will I ensure my event is equally accessible for all to enjoy?
- Have I provided adequate amenities such as ADA compliant restrooms/portables, sinks or wash stations, ramps, or other necessary equipment?
- Do I understand what conditions might create a trip hazard and how to eliminate them?
- Have I visited sites such as https://adata.org/publication/temporary-events-guide?

Additionally, service animals have certain protections under laws as well. It is important to understand the difference between a pet, an emotional support animal and a service animal.

\*Service animals must be housebroken and under the control of their handler at all times.

**Standard 2:** Event Holders will familiarize themselves with all applicable laws pertaining to accessibility and discrimination and ensure full compliance during the special event.

## **5. Special Event Permits**

All Special Events require a permit from the City of Venice. Please be sure you have read the definition of a Special Event (see definitions).

#### **Process Overview and Timeline:**

- 1. Contact the Special Events and Marketing Coordinator (SEMC)
  - a. Request a Special Event Application (Appendix L: Special Event Application)
  - b. Read the Special Event Planning Guide
  - c. Complete and submit an application via email and pay the \$50.00 application fee (Appendix K: Special Event Fee Revenue Transmittal Form)
- 2. City Council Review and Approval
  - a. Required for first time events
  - b. Returning events with significant changes or that were not "successful" during the first year. "Success" is defined as the event meeting all terms and conditions of the permit and reconciling all financial obligations of the permit.
- 3. Attend a planning meeting with City staff if required
- 4. Submit all final event planning documents to:
  - a. The Special Event and Marketing Coordinator
  - b. Other departments for permits/inspections as applicable
- 5. Sign the Special Event Agreement for Public and Community Events in the City of Venice and agree to the code of conduct, special conditions, and fees and charges (Appendix M: Special Event Agreement for Public and Community Events in the City of Venice)
- 6. Receive final Special Event Permit
- 7. Host your event successfully
- 8. Follow up with the SEMC to assess the event and plan for the next occurrence if applicable
- 9. Pay all invoices within 30 days of receipt

1 <sup>st</sup> Time Events: Minimum 120 Days Prior	Completed an Application for Council Review and		
	Approval		
	<ul><li>Narrative</li></ul>		
		<ul> <li>Event Layout/Maps</li> </ul>	
		<ul> <li>Detailed Timeline (if available)</li> </ul>	
		<ul> <li>Proof of Tax Exempt Status/Type</li> </ul>	
		<ul> <li>Proof your agency is able to conduct business in</li> </ul>	
		Florida	
		<ul> <li>Event holder will need to be available and attend</li> </ul>	
		the City Council meeting to answer any questions	
		that arise	
All Events: Minimum 90 Days Prior	Completed Application		
		<ul> <li>Narrative</li> </ul>	
		<ul> <li>Event Layout/Maps</li> </ul>	
		<ul> <li>Detailed Timeline</li> </ul>	
		<ul> <li>Proof of Tax Exempt Status</li> </ul>	
		<ul> <li>Proof your agency is able to conduct business in Florida</li> </ul>	
		<ul> <li>General Liability Policy listing the City of Venice as certificate holder and named as additionally</li> </ul>	
		insured. General aggregate of \$1,000,000.	
		<ul> <li>Supplemental permits/licenses/insurance</li> </ul>	
		<ul> <li>Tent Inspection/Certificates of Flame</li> </ul>	
		Resistance	
		<ul><li>Utility account if using water</li></ul>	
		<ul> <li>Liquor License and Liquor Liability Insurance</li> </ul>	
		for \$1,000,000 added to your General Liability	
		Policy.	
		<ul> <li>Fireworks/other Fire Reviews or Inspections</li> </ul>	
		<ul> <li>Coast Guard/FDOT permits if applicable</li> </ul>	
Minimum 30 Days Prior	•	Update On Site Contacts if changed since application	
	•	Verification of Fraternal Order of Police details	
	•	Final Permit/Special Event Agreement Signed	
Post Event			
POST EVEIL	•	Final Payments will be Invoiced/Paid   Sent from the City within 60 days	
		<ul> <li>Direct Payments to Fraternal Order of Police/Fire/EMS/Water/Electric, etc.</li> </ul>	
	Reserve dates and space for next year		
	After-action review meeting if necessary		
	•	After-action review meeting it necessary	

**Standard 3:** Event Holders will follow the timelines outlined within this guidebook and understand that late or missing items may result in delays or the need to reschedule your event date for a later time.

## **Application**

Please be sure to review the timelines and submit application with payment at least 120 days in advance. New events requiring Council approval are helpful to have as far in advance as possible. It is important to only submit a COMPLETE application, with every question having a response. Event Holders can write N/A for "not applicable" instead of leaving it blank. The application must be:

- OPENED AND SAVED TO COMPUTER OR DEVICE: It is recommended that Event Holders
  do this first to ensure it is working properly the before investing a lot of time into typing
  responses.
- **TYPED:** This document will evolve into your final permit therefore it must remain a working document. Once received, City staff will be adding details of the services Event Holders will receive, delivery dates, etc. into it. Once complete, it is sent for electronic signatures. For these reasons, printed, handwritten, or scanned applications cannot be accepted.
- **ATTACHED IN AN EMAIL:** Please send the completed application PDF and required documents in one email to the Special Events and Marketing Coordinator at <u>contacts</u>. Be sure all required items are attached.

**Required Documents:** Please include the following documents with the application in PDF format:

- o **Narrative:** Tell us about the event, including the following:
  - Information about Event Holder's organization/business
  - Outline of the purpose (is it raising funds? For whom?)
  - Goals/what do you hope to achieve?
  - What will it bring to the City? What is the impact on local businesses and the economy?
  - How will the Event Holder involve local businesses, services, and organizations? Who?
  - Parking Plan: What will be the impact on public parking? Where will vendors/volunteers park or store trailers, and where will the public park? Does it leave room for local businesses to have parking for their patrons?
- Event Map(s) or Site Plan: Depicting a detailed layout for the event. Google has
  excellent satellite images and drawing tools. If hand-drawing a map, it must be
  clear and legible. All Maps must include clearly marked locations of the following:
  - Dumpsters/roll-offs: If an area must be reserved/coned off, please indicate the exact location or parking space(s).

- Restrooms and Handwashing Areas: If an area must be reserved/coned off for portable restrooms, please indicate the exact area or parking space(s).
- Parking Areas
  - Staff and volunteer parking locations (notate if off-site).
  - Where will trailers be parked/stored?
- What is the direction of traffic? (Use arrows)
  - Clearly label points of ingress and egress
  - Ensure signs are provided if the direction deviates from everyday traffic/pedestrian routes
- Ensure there is room for emergency vehicles to gain access to all areas
- If requesting use of the Special Event Trailer, indicate the location we need to park the unit
- Food Service Areas or Mobile Food Trucks
- All areas alcohol will be served/sold/consumed
- Vendor Areas/Booths/Tents/Commercial Generators
  - Tents 10x10 feet do not require a permit. Indicate the general area or preferably specify where each tent will be using squares.
  - Tents 11ft or larger AND Large Commercial Generators require a Minor Work Order/Inspection to be completed in the Building Department (see Tents and Generators)
  - Resource Area (First Aid, Lost and Found, etc.)
- Show any other important resources or relevant event details.
- See Appendix D: Event Sample Map
- Timeline: Include an itemized list of tasks/activities from setup through teardown.
   Be especially detailed if Police, Fire, or EMT services from the City are requested (See Appendix E: Timeline Sample)
- Proof of Tax Exemption Status: If you are a nonprofit, the City will verify the exemption category and expiration dates. Ensure an updated Consumer's Certificate of Exemption is on file. The City will not provide any sponsorship without current documentation of a 501c (3) or (4) status.
- Proof your agency is able to conduct business in the state of Florida (i.e. Sunbiz Annual Report showing Active) <u>Search Records - Division of Corporations - Florida</u> <u>Department of State (myflorida.com)</u>
- Legal Designee Verification: The person signing the final permit, agreeing to the terms and conditions, and entering into an Agreement, must be legally designated to do so on behalf of the organization. Please provide document showing individual listed on the Sunbiz Annual Report or a letter from the board/president/CEO.
- o **Insurance:** If the Event Holders has the proper coverage at this time covering the date of the event, include it with the application. Otherwise, it should be provided

no later than 60 days prior to the event date (see <u>Insurance and Liability</u> section for more information)

**Standard 4:** Event Holders will submit a complete application and required documents as outlined.

## City Council Review/Approval

First-time special events are required to obtain City Council approval. If a returning event has a significant change or is not deemed "successful" it will have to get City Council approval for subsequent approvals. The Special Events and Marketing Coordinator will use information provided in the application to add an item to the agenda. Agenda items and all event documentation must be ready three weeks prior to the council meeting. Event holder will need to be available and attend the City Council meeting to answer any questions that may arise regarding the proposed special event.

## **Planning Process with the City**

Planning Meeting and Cost Estimates: Once the event has been approved by City Council, the Event Holder will work with the SEMC to determine if a planning meeting with the applicable city departments is necessary. If no meeting is required, the Event Holder can proceed with gathering all additional documents, permits, licenses, etc. and submitting them to the SEMC. If a meeting is needed, the SEMC will set it up and attend with the Event Holder. This meeting serves to determine the services the Event Holder will need to ensure a safe and successful event. After the meeting, the SEMC will provide estimates from each department for the cost of their services.

Event applicants are encouraged to engage local volunteers and area interest groups as "partners" in the formation, administration, and execution of their event. Partnerships in the operation of a recycling plan, internal parking plan, and similar operational components are examples of activities where the use of local partners can be mutually beneficial. Event holders are strongly encouraged to use services provided by the City of Venice for their events.

**Draft Permit:** A draft of the Event Holder's permit is created using the information submitted in the application, from the planning meeting and provided to the SEMC. It will include a summary of the services being provided and estimates. If the Event Holder has any revisions to make on the initial application materials (i.e. maps, timelines) or has any remaining documents to submit (i.e. insurance, liquor license) send them to the SEMC within the timeframes specified for each.

**Permit Issued:** The final permit will be sent via email for electronic signatures. The Assistant City Manager first reviews it before signing. It is then automatically sent to the remaining signers in this order: the organizer/legal designee, their witness to signature, the Mayor, and the City Clerk. A final copy is automatically sent to all parties. The event will be reviewed afterward to determine if it was successful per the criteria in the Funding Policy and Heritage Events and to make recommendations

on improvements and enhancements for future events. If the event was successful and all related invoices are paid, the Event Holder may request a 'tentative' date for the following year.

**Termination of Permit:** A Special Event Permit is issued contingent upon the Event Holder using the premises only as authorized by the City, and in compliance with all City rules, regulations, reservation regulations and ordinances, and all state and federal laws. The City reserves the right to cancel the permit at any time for failure to comply with any provision of the permit or due to public safety concerns and the City and/or the City Manager shall incur no liability to the Event Holder as a result of such cancellation. The City retains the authority to determine whether the event should be held or continued in times of inclement weather, civil disturbance, or other conditions deemed unacceptable by City staff.

## **Event Expectations & Management**

#### **Code of Conduct**

The City of Venice's mission is to support events that can be enjoyed by people of all ages and are community friendly.

- Behavior that is disruptive, disrespectful, or degrading to others, including any
  messages, materials, images, or interactions by anyone, in any form, regardless of
  location. This includes but is not limited to in person interactions/speech, written
  communication, apparel, signs/banners, merchandise, etc.
- Harassment or discrimination based on age, ancestry, color, gender identity or expression, national origin, physical or mental disability, religion, sexual orientation, or any other characteristic protected by applicable local laws, regulations, and ordinances.
- We encourage everyone to assist in creating a welcoming and safe environment.
   Please report any concerns, harassing behavior, or suspicious or disruptive activity to the Venice Police Department. For non-emergencies call VPD (941) 486-2444. For emergencies call 911. You can also report it to the nearest officer on site.

**Standard 5:** We expect all participants, sponsors, volunteers, attendees, exhibitors/vendors, and event holders to uphold the principles of our Code of Conduct (Appendix M: Special Event Code of Conduct).

#### **Notifications/Communication**

**Standard 6:** One month prior to the event, Event Holders will notify surrounding businesses, religious institutions, homeowners, and tenants of the event date, time, <u>potential for noise</u>, and anticipated impacts to traffic and other public spaces. During the event, the Event Holder shall be onsite and available via cell phone during setup, event operating hours, tear-down, and cleanup.

**Standard 7:** All Event Holders, their affiliates, and agents are bound by all conditions and stipulations included in this guidebook and permit, and must comply with all federal, state, and local laws, rules, regulations, and requirements. Event Holders are responsible for communicating/distributing all information to all parties.

**Standard 8:** Event Holders shall have alternative plans for inclement weather, red tide, or other unforeseen emergency situations included in the application/permit. This includes but is not limited to alternative locations, times, delays, and cancellation. In the event such changes need to be implemented, inform the SEMC and the City Public Information Officer in writing of the information that should be communicated to the public as soon as possible. This information should be included/updated on your websites and social media platforms as soon as possible to keep the public well-informed.

**Use of Public Property:** The use of public property for events should provide a safe and inviting space for people to gather, that also complies with State and local regulations, provides an economic benefit to the area, and supports the City's strategic goals. Additionally, certain activities and materials are prohibited which may include but are not limited to the following:

- No portable play structures or inflatables (e.g., bounce houses, slides, rock climbing walls, trampolines, etc.)
- No petting zoos or hooved animals (e.g., ponies, goats, cows, pigs)
- No glass, confetti, artificial petals, or materials difficult to remove or harmful to the environment/wildlife.
- No objects that interfere with aviation routes such as balloons, sky lanterns, etc.
- No drones
- Pets are prohibited at the Festival Grounds unless specified by the Event Holder and advertised as pet friendly. Service animals are allowed under the ADA (see <u>Ensuring</u> <u>Accessibility</u>)

**Standard 9:** All necessary permits and inspections required by the City shall be obtained prior to event opening to the public and displayed conspicuously.

**Standard 10:** The Event Holder and/or sponsors shall not deviate from the approved Special Event Permit including, but not limited to, hours of event, vendor locations, road closures, site plan, and related event details. Any deviation may result in revocation of the permit.

**Standard 11:** No modifications or alterations may be made to the City-owned infrastructure including, but not limited to water and electrical systems, benches and park furnishings, and any other City property at the Event Site without prior written approval of the City. Tent stakes may not be driven into the asphalt pavement at any site and stakes within grass areas must verify and avoid any underground utilities. Violators will be charged for the cost of restoring the system to its original condition and may be suspended from future use of the City Event Site. Any Cityapproved improvements made to the Event Site become property of the City at the conclusion of

the Event and may be altered or removed if necessary.

**Standard 12**: All City property and equipment shall be returned in its original or "pre-Event" condition by the Event Holder at the Event Holder's expense. Damage to City property or equipment could result in additional fees and charges to the Event Holder.

**Standard 13:** Event Holder shall comply with <u>Article II</u>. Noise Control of the City's Code of Ordinances.

#### **Event Restrooms**

- Public Restrooms: If utilizing public restroom facilities, City staff will ensure they are
  clean and supplies are stocked prior to the event. Restrooms are checked once daily
  and restocked as needed; however, Event Holders may be required to keep additional
  supplies on hand and restock the facility during the event due to demand. Event
  Holders may be required to supplement existing facilities with restroom attendants,
  portable restrooms, and handwashing stations to meet the event demand and health
  code.
- Portable Restrooms & Hand Washing Stations: The Florida Department of Health-Sarasota County (FDOH) regulates how many restrooms may be required at Special Events. In some cases, for smaller events, any permanent restrooms on-site may be all that is required. The local office can assist in determining how many and what type of units are required as part of their review. They may have the Event Holder complete a Temporary Event Review Form, provide a copy of the contract with the servicing company of their choice, and a review fee.
  - Please note: Portable hand washing facilities shall be provided in a proportion of one hand wash facility to every 10 portable restrooms required and shall be provided at special events and remote locations where food is served, or picnic areas are provided. Except for locations where food is served, hand sanitizers may be used in lieu of hand washing facilities, at the option of the applicant. Check for the most up-to-date information at 64E-6.0101: Portable Restrooms and Portable or Stationary Holding Tanks (Transferred) Florida Administrative Rules, Law, Code, Register FAC, FAR, eRulemaking (flrules.org)

**Standard 14:** All Event Holders and/or sponsors shall coordinate with the FDOH-Sarasota County for the use of portable restrooms and sinks. If needed, any required sanitary facilities are to be provided by the Event Holder. The County Health Department can be reached at 941-861-3310 and is located at 4000 S. Tamiami Trail (Room 121) Venice, FL 34293.

Food Services/Mobile Food Dispensing Vehicles (MFDV): The Florida Department of Business & Professional Regulation (DBPR)-Division of Hotels and Restaurants along with the Florida Department of Agriculture and Consumer Services (FDACS) and the FDOH regulate, license, and inspect temporary food services at events unless otherwise exempt. The division keeps records of all notifications received for proposed temporary food service events and provides appropriate educational materials to the event sponsor.

**Standard 15:** Event Holders will contact the DBPR when food will be cooked, prepared, sold, and/or consumed at the event, and ensure all proper licensing and inspections are obtained. Call 850-487-1395 or email dhr.info@myfloridalicense.com

Hotels and Restaurants – Guide to Temporary Food Service Events – MyFloridaLicense.com

**Standard 16:** Mobile Food Dispensing Vehicles (MFDV), hot dog carts, and certain catering services are required to have an account with the DBPR Division of Hotels and Restaurants to apply for and manage their license and inspections. Event Holders must certify all vendors comply with state and local requirements and communicate expectations from the National Fire Protection Association to those with a MFDV (Appendix F: <u>Venice Fire Department safety</u> <u>Requirements</u> and Appendix G: <u>NFPA Food Truck Safety Fact Sheet</u>)

<u>Hotels and Restaurants – Guide to Mobile Food Establishments – MyFloridaLicense.com</u> <u>Hotels and Restaurants – Guide to Catering – MyFloridaLicense.com</u>

**Standard 17:** The Event Holder will ensure all food service providers are sent information regarding how to properly dispose of solid waste, recycling items, and cooking grease. Cooking grease must be taken off the premises and properly disposed of. Disposal of used cooking oil requires a Florida DEP-approved company to provide the service.

**Alcohol:** Event Holders including the **sale** or **consumption** of alcohol must supply liquor liability insurance in addition to a general liability policy (<u>see Liability and Insurance</u>). The DBPR Alcoholic Beverages and Tobacco (ABT) Division regulates which entities require a permit and what type. This process takes time and has multiple steps; it is recommended to start the process at least 90 days before turning in this application so Event Holders will have the required documents to include with the City of Venice special event application. Questions regarding what license is required should be directed to the local ABT Licensing District Office. The office serving Sarasota County is:

## **Alcoholic Beverages and Tobacco-Fort Myers**

2295 Victoria Ave, Suite 145, Fort Myers, FL 33901 Dominique Sinclair, District Supervisor

Phone: 239-344-0885 Fax: 239-344-0888

Written approval from the City of Venice Planning and Zoning Department is required as part of the state application. Event Holders can email all pages of the form to <a href="relark@venicefl.gov">relark@venicefl.gov</a> for signature or call the Planning and Zoning Administrative Coordinator to schedule an in person signing (941)882-7444. The office is located at City Hall 401 W Venice Ave., Venice FL 34285 (see Appendix A: <a href="Contacts">Contacts</a>)

<u>Alcoholic Beverages & Tobacco – Temporary Permits – MyFloridaLicense.com</u> <u>Alcoholic Beverages & Tobacco – Special Events – MyFloridaLicense.com</u> Tents and Commercial Generators: If using 10x10 foot tents a tent inspection is NOT required. Please ensure tents are properly secured using materials that will not cause damage to surrounding people, objects, or property. During inclement weather, the Event Holder must ensure these tents cannot be blown loose and cause damage to people or property. Tents 11 feet or larger require a tent inspection by the Fire Marshal. Large Commercial Generators also require an inspection. To arrange for inspections, Event Holders complete a Minor Work Order Form through the City Building Department. Printed forms are available in the lobby at 100 S. Harbor Dr., Venice, FL 34285, and can be printed from the City website at <a href="https://www.venicegov.com/government/building-and-code/app-permits-forms">https://www.venicegov.com/government/building-and-code/app-permits-forms</a>.

Please complete one form for multiple tents and/or generators. You will need to provide the following:

- Exact addresses, size of the tent(s), and name of the tent company; and,
- Detailed event map/layout clearly showing locations of tent(s) and/or generators

Forms can be returned in person to the Building Department or emailed to a building department technician (see Contacts). Event Holders will receive an email when it has been reviewed and is complete. Event Holders will pick up the inspection card, schedule the inspection, and pay any fees at the Cashiers Office.

**Solid Waste, Recycling, Grease, Other Debris Waste:** Applicants are encouraged to demonstrate the inclusion of eco-friendly features such as recycled and compostable materials, alternative energy sources, public education, and other environmental conservation measures. All events need a written solid waste and recycling plan. This plan should include the following:

- 1. Where will vendors and volunteers dispose of waste/recycling during set-up and clean-up?
- 2. Where will attendees dispose of waste/recycling?
- 3. Who will monitor and empty receptacles and bags during the event?
- **4.** Will food vendors be equipped with their own grease receptacles? If not, they will need to contract with a private firm.
- **5.** Are there other types of waste to plan for, such as pet waste?

**Standard 18:** Event Holders must plan for the proper disposal of all waste and consult the City's Solid Waste and Recycling Department and Fire Department as applicable. Fees may apply for these services.

**Liability and Insurance:** All Special Events require Event Holders to have general liability insurance and if alcohol is served, it must also include liquor liability. All policies of insurance shall be primary and written on forms acceptable to the City, placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida, and meet a minimum financial AM Best and Company rating of no less than A. No changes are to be made to these specifications without prior written specific approval by the City Manager.

Event Holders are responsible for ensuring a safe environment while utilizing public space, which requires the Event Holder to agree to terms and conditions that Indemnify and Hold Harmless the City of Venice.

**Standard 19:** Event Holder must provide the City with a Certificate of Insurance that includes property and liability with minimum limits of \$1,000,000 general liability per occurrence, and \$500,000 property damage liability. The City of Venice must be named as **Certificate Holder** AND indicated as an **additional insured**. If alcohol is to be provided at the event, the Event Holder shall provide liquor liability with minimum limits of \$1,000,000, naming the City as **Certificate Holder** AND as an **additional insured**. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A. No changes are to be made to these specifications without prior written specific approval by the City Manager.

Event Holders should provide their special event insurance agent with the specifications outlined above and use the following address: City of Venice, 401 W. Venice Ave., Venice, FL 34285.

**Standard 20:** The Event Holder agrees to, at their sole cost and expense, to indemnify, defend and hold harmless the City and its officials, employees, agents and representatives from and against any and all liability, damages, claims and demands which may be imposed upon, incurred by, or be asserted against the City of Venice and its officials, employees, agents and representatives as a result of or in any way connected with this Special Event. In the event it becomes necessary to file legal action to enforce any of the provisions of this Agreement, the parties hereto agree that the prevailing party shall be entitled to recover, as part of the costs of such action, all reasonable attorneys' fees. Venue for any dispute related to shall be in Sarasota County, Florida. Event Holders may be asked to sign a separate indemnification/hold harmless agreement.

Signs and Advertising: Special Event signs and banners are welcome in select areas throughout the city. All signs and banners must comply with local codes. Signs not in compliance risk removal and disposal by Code Enforcement. If advertising at the Festival Grounds, written approval from Airport staff is required. This is to ensure compliance with FAA regulations and that signs do not distract incoming planes. Event information provided will be added to the Event Calendar on the City website. Events can also be promoted through sharing your social media posts. For more information or questions about promotion contact the City Public Information Officer. Other methods include the Venice Gondolier Sun and the Herald Tribune (Appendix A: Contacts)

**Standard 21:** Event Holders agree to follow the placement and size policies set forth in the <u>Event Sign Terms</u> (Appendix C)

**Standard 22:** Event Holders wanting to advertise on the fence at the Airport Festival Grounds or near the airport must contact the Airport Operations Maintenance Supervisor and receive written approval prior to placing signs. Call 941-882-7253 for more information.

## **Post-Event Follow-up**

Within 60 days following the event, Event Holders should submit the post event evaluation. This will let the city know if goals were met, and what aspects could be improved by the Event Holder and the City. It also provides the opportunity to request a tentative date for the following year. The City will notify the Event Holder if an after-action meeting is deemed necessary to share any issues or recommendations observed from the event.

**Standard 23:** Event Holders will complete a post-event follow-up form within 60 days of the conclusion of the event.

## 6. Costs and Payments

The costs associated with each event vary based on several factors including, but not limited to, the venue, use of public space, permits required, and City services provided. All expenses attributed to the event period shall be paid directly by the Event Holder. An estimate for City services is included in the permit; however, the City retains the right to increase or decrease City personnel, materials, and services as dictated by necessity, crowd influx and other public safety factors at the discretion of the City Manager or appointed designee. In case of an emergency, as determined by the City Manager or designee, the Event Holder shall pay all additional costs incurred in the hiring of extra personnel.

**Standard 24:** The Event Holder, in their own name and at their own expense, shall obtain all permits and/or licenses required or needed in connection with any use or Special Event.

**Standard 25:** The Event Holder agrees to pay the City for the furnishing of municipal services that are made necessary because of the influx of people to the City attending the event including, but not limited to, cost of Fire/EMS personnel or vehicle operation, cleaning of litter and debris, placement and removal of barricades and signs, traffic and safety services, use of water and electric, and fees associated with the use of public space. The City may require that the Event Holder deposit a fee towards the cost of these services.

**Standard 26:** Within 60 days after the conclusion of the event, the City shall provide the Event Holder with an itemized statement of all expenses.

**Standard 27:** The Event Holder agrees fees for City Services and equipment shall be paid within 30 days of receipt of invoice. Failure to pay fees on time can result in denial of future Special Event Permit requests or loss of City sponsorship eligibility.

#### **Application Fee**

A Special Event Application and \$50 processing fee is required for every event occurrence. Event Holders will email completed applications to the SEMC, and remit payment to the Cashier's Office. Once payment is processed, the SEMC will review the application and contact the Event Holder regarding the status and next steps. The process for making payments is as follow:

- 1. Complete the Special Event Application Fee Revenue Transmittal form (Appendix L)
- 2. Option 1: Mail the form and check to:

City of Venice Cashier's Office 401 W. Venice Ave. Venice, FL 34285

Make checks payable to: City of Venice

3. Option 2: Pay in person using a check, cash, or card at the Cashier's Office

City of Venice Cashier's Office

401 W. Venice Ave. Venice, FL 34285

#### **Public Space Rental Fees**

Special events that occur on public space create wear and tear of these public facilities, as well as prevent the normal public enjoyment of the space and facilities for designated periods of time. The following rental fee structure has been established by City Council for the use of public space:

- 1. Centennial Park: \$1,500 per day (cost reflects exclusive use of the entire park)
- 2. City Streets: \$500 per day per city block
- 3. Other public spaces: \$35 per hour for every 10,000 square feet
- 4. Airport Festival Grounds: \$300 per day for setup and tear-down days and \$600 per day for event days.

Certain types of events create an increased risk of damaging public property, including vegetation, landscaping, and measurable wear and tear. Accordingly, for events creating a risk of incurring property damage to a public site, the City may require a pre-event security deposit, or appropriately articulated insurance coverage.

## **Sponsorship Funding Policy and Heritage Events**

Resolution No. 2020-18 Section 2. Defines terms of eligibility for subsidizing City costs and reads as follows:

Subsidy of City costs related to a Special Event includes the following prerequisites:

- 1. "City costs" as used herein means costs incurred by the City including, but not limited to, labor and materials provided by the Police Department, Fire Department, and Public Works Department.
- 2. First time events are not eligible for a funding subsidy.
- 3. The Applicant/sponsor entity must be a 501(c)(3) or 501(c)(4) organization.
- 4. An ongoing event meeting the criteria for a successful operation, as defined herein, is eligible for a subsidy of 50% of City costs related to the event, not to exceed \$2,000.
- 5. A "Heritage Event," defined as an ongoing event with ten or more years of successful operation in Venice, is eligible for a subsidy not to exceed \$5,000 for City costs. To be categorized as a "Heritage Event," the event must have reached the 10-year mark of successful operation in Venice no later than January 2020.
- 6. The City's criteria for "successful operation" includes no unpaid debt from previous events, provides a marketing benefit to the City, provides a public benefit, does not present a public health or safety risk, and prior invoices from the City were paid within ninety (90) days of event completion.

Refer to the table below for further clarification on eligible expenses for subsidy:

COV Department/Equipment	Examples	Subsidy Eligible
Fraternal Order of Police	Event security/traffic/safety	No
Fire/EMS	Medical	No
Solid Waste and Recycling	Roll-offs, receptacles	Yes
Public Works	Barricades, cones, trash cans, signs	Yes
Utilities	Water use, hydrant meters, electricity	Yes
Festival Grounds	Space fees (excludes hangars/Airport)	Yes
Public Space Fees	COV maintained property	Yes
Other	Permits, application fees, inspections	No

## **Public Safety-Fraternal Order of Police**

Event Holders in need of event security or traffic control will work with the Special Events and Marketing Coordinator and the VPD to coordinate posting the details with the Fraternal Order of Police (FOP). If the FOP is unable to fill the requested detail, VPD will reach out to subscribing mutual aid agencies to solicit services. If the details are unable to be filled by subscribing agencies, VPD will notify the Event Holder, so they are able to contract with a private company.

## FOP security & traffic details are \$55.00/hour per officer (4 hour minimum)

**Standard 28:** The Event Holder agrees to abide by all rules, regulations and orders of the City Manager or his designee of the City of Venice concerning the public safety within or outside of the permitted premises. Any decision by the City Manager or designee regarding public safety shall be binding on the Event Holder and promptly complied with by the Event Holder.

## Fire Department/EMS

Staff and vehicles such as an ambulance or ATV are included in permit estimates if requested or required. An inspection by the Fire Marshal must be requested for all fireworks, large commercial generators, and for tents over 10x10 feet. Fees may apply (Appendix I: Fire Department Fees)

## Solid Waste and Recycling

City staff will assess requests and create an estimated cost for materials, delivery, pick-up, and processing. They will provide delivery dates for a single drop-off location. Final costs are determined once waste is collected, weighed, and processed.

#### **Public Works**

Public Works has a limited supply of event materials. Use of these materials are currently offered as a courtesy and at no charge; however, the terms of use specify fees for missing, damaged, or misplaced items. (Appendix J: <u>Special Event Trailer Materials and Terms of Use</u>)

## **Utilities (Water and Electric)**

Requests for hydrant meter sets, readings, usage, deposit, fees, and payments are initiated through the Utilities Department. Event Hosts identify the hydrant(s) closest to the desired location and complete a hydrant meter set form. Forms and information can be found at: <a href="Utility Services Forms"><u>Utility Services Forms</a> | <a href="Venice, FL">Venice, FL</a> (venicegov.com)</a> |</u>

## Temporary Traffic Control Plan (TTCP)/Maintenance of Traffic (MOT)

The cost of a TTCP/MOT design and materials to implement a modification to a roadway can be extensive. Consult with a professional MOT company as a first step if the event will impact City, County, or Florida Department of Transportation roadways. Plans do not have to be "certified" but should conform to the FDOT Design Standards 100-600 series (see Contacts for referrals).

#### Other

Any applicable City Permits or inspections:

## **Examples of non-City Expenses**

**Event Insurance:** Event Holder should contact an insurance provider for an estimate.

**Sarasota County Government:** Events using county roadways, bridges, parks, or property within the city limits of Venice. Contact Sarasota County for more information. Examples include the Venice Avenue Bridge, Maxine Barritt Park, Legacy Park, the Train Depot, and Venice Beach.

**Florida Department of Transportation (FDOT):** Events using FDOT roadways or bridges. For example, the Circus Bridge and the KMI Bridge often referred to as Hatchett Creek/North Bridge, or U.S. 41 Bypass and Tamiami Trail/U.S. 41)

**Coast Guard**: Events impacting the waterways in and around Venice including the Intracoastal Waterway.

**Health Department**: Regulation of portable restrooms/wash stations and some food service events/facilities.

#### **Damage**

As outlined in **Standards 11 and 12**, all City property and equipment shall be returned in its original or "pre-event" condition by the Event Holder at the Event Holder's expense. Damage to City property or equipment could result in additional fees and charges to the Event Holder. Additionally, fees may apply for equipment that is not returned to the requested location at the conclusion of the event. Fees in this category are not eligible for the funding subsidy.

## 7. Appendices

#### **APPENDIX A: CONTACTS**

## **City of Venice:**

**Building Department** (Apply for Tent and/or Commercial Generator Inspection/Life Safety Walkthrough)

100 Harbor Drive S., Venice, FL 34285

941-882-7382 (Call to verify an email address if you wish to send information).

**Planning and Zoning Department** (Request zoning signature for a Temporary Sales License) Josh Law, <u>ilaw@venicefl.gov</u> 941-882-7458. Signatures via email should be sent to rclark@venicefl.gov

In person signatures require an appointment. Contact the Administrative Coordinator at 941-882-7444, 401 W. Venice Ave., Venice, FL 34285

Public Information Officer (Event Promotions and Information)

Lorraine Anderson, <u>landerson@venicefl.gov</u> 941-882-7401

## **Special Events and Marketing Coordinator**

Brianne Lorenz, <u>blorenz@venicefl.gov</u>, <u>specialevents@venicefl.gov</u> 941-882-7439

#### **Other Contacts:**

#### FDBPR: Alcohol, Beverage and Tobacco-Area Office is Fort Myers

2295 Victoria Ave, Suite 145, Fort Myers, FL 33901

Dominique Sinclair, District Supervisor

Phone: 239-344-0885 Fax: 239-344-0888

## Florida Department of Environmental Protection, Division of State Lans/Florida Communities Trust

Bill Bibby, FCCM, <a href="mailto:bibby@floridadep.gov">bill.bibby@floridadep.gov</a> 850-245-2783

#### **Local Health Department Office**

**Venice Environmental Health** (for Portable Restrooms/Handwashing)
4000 S. Tamiami Trail, (in the Robert L. Anderson Administration Center), Venice, FL 34293

- 941-861-3310 Environmental Health
- DOHSarasotaInfo@FLHealth.gov

#### **Sarasota County Parks and Recreation**

941-861-5000 or 311 941-861-PARK (7275)

Sarasota, FL - Splash (myvscloud.com)

## Sarasota County Sheriff's Office

#### **Special Detail Coordinator**

Anne Barrett, specialdetail@sarasotasherriff.org

Phone: 941-861-4082

## TTCP/MOT Companies and Rental Equipment (Examples in the Area)

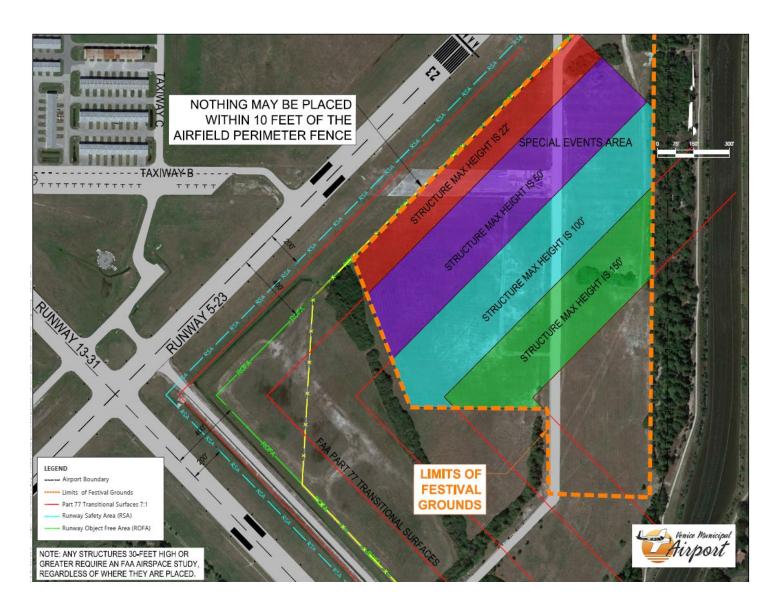
- Lakeshore Athletic Services www.lakeshoreathleticservices.com
- Bob's Barricades www.bobsbarricades.com
- Acme www.acmebarricades.com
- United Rentals <u>www.unitedrentals.com</u>
- Sunbelt Rentals <u>www.sunbeltrentals.com</u>
- Clean Cans LLC (Portable Restrooms) 941-429-9333
- United Site Services (Portable Restrooms) 866-974-2461
   Porta Potty Rentals | Portable Toilet Rental | United Site Services

## **Advertising Options:**

- Visit Sarasota (free to add to their event calendar and may offer other advertising resources)
   www.visitsarasota.com
- Venice Area Chamber of Commerce (promotional) <u>Venice Area Chamber of Commerce</u> (venicechamber.com)
- Venice Gondolier (local Newspaper, ads, editorials) The Gondolier | yoursun.com
- Herald Tribune (Sarasota Newspaper, ads, editorials) <u>Sarasota Herald-Tribune: Local News,</u>
   Politics & Sports in Sarasota, FL (heraldtribune.com)

## APPENDIX B: HEIGHT RESTRICTIONS AT THE FESTIVAL GROUNDS/AIRPORT

Tall structures may not penetrate Federal Aviation Regulation (FAR) Part 77 Surfaces. Objects above the maximums require an aeronautical study to be completed. Information must be received by airport staff a minimum of 120 days prior to the event.



#### **APPENDIX C: EVENT SIGN TERMS**

## Special Event Sign and Advertising Policy

- 1) Banners must not exceed 3ft in height and 6ft in length. All other signs must not exceed 2ft by 2ft and are to be directional in nature (see sample image below).
- 2) Any brand logo or advertising is not permitted on the sign.
- 3) Signs may be placed no earlier than seven days prior to the event and must be removed no later than one day after the event.
- 4) Signs and banners on private property are subject to current zoning codes for the area where the signs are placed.
- 5) All signs and banners placed on public right of way must be placed in locations indicated in the map on the following page.
- 6) All signs that are not in compliance with the stipulations in this policy will be removed by City personnel and disposed of.

## Sample directional Sign (2ftx2ft)



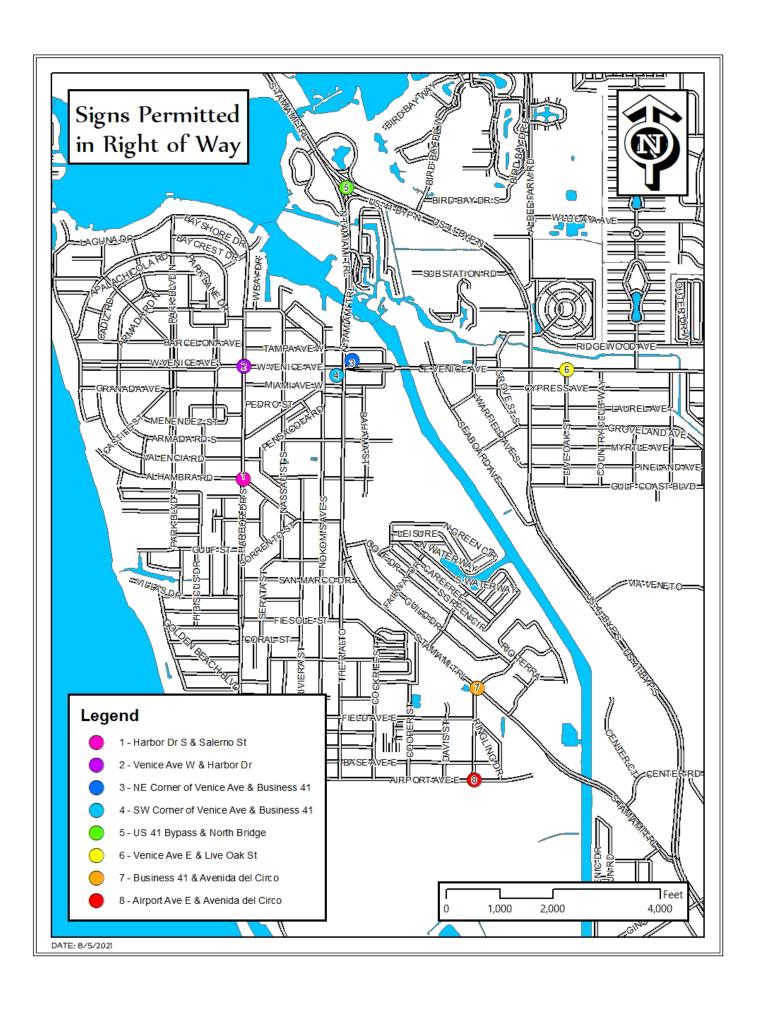
## Signs outside the Festival Grounds Permitted Space Require Approval

(Excludes signs meeting the above criteria)

- 1) Contact the Airport Operations Maintenance Supervisor and submit your request in writing. You must receive written approval prior to placing signs. Call 941-882-7253 for more information.
- 2) Signs never be placed in the areas indicated in red on the map below. The red area poses a distraction to aircraft approaching the runway.
- 3) Event Holders must completely remove all materials which includes string, zip ties, fasteners, and other debris.
- 4) Event Holders must place signs to direct bicyclists and pedestrians away from the Festival Ground vehicle entrance. Signs should be placed at the locations indicated a day prior to the event to help direct cyclists and pedestrians to use the entrance off the Venetian Waterway Trail.

## **Advertising**

Event Holders with an approved event will automatically have the event posted to our website event calendar. Basic information will be posted unless you email a flyer or additional details to the Public Information Officer at <a href="mailto:landerson@venicefl.gov">landerson@venicefl.gov</a>. If you have a Facebook post or other social media promotion you wish to have shared, please communicate that to the PIO. All information must be ready to be shared and not require City staff to alter the information or format. Other ways to advertise include <a href="www.visitsarasota.com">www.visitsarasota.com</a> and local newspapers such as the Venice Gondolier Sun and the Herald Tribune.



## Festival Grounds Permitted Event Area (Approximately 51 Acres)

Signs are prohibited outside of this area \*No items within 10ft of Airport fence.



**Festival Ground Sign Exceptions (permission required)** 

=No Signs Allowed

– 🛑 – '=Approval Required



Festival Grounds Bike Path Signs at Circus Bridge Event Holder places/Signs provided by the City



Festival Grounds Bike Path Signs at Connector Trail

Event Holder places/Signs provided by the City



## **APPENDIX D: EVENT MAP SAMPLE**

Sample Event Map Centennial Park 'Fun Festival'



#### **APPENDIX E: TIMELINE SAMPLE**

#### 45<sup>th</sup> Fun Festival (date)

#### Thursday

No parking after midnight signs put up by the City of Venice Public Works along Nassau, Nokomis, West Entrance of Centennial Park and in area designated for vendor parking.

#### **Friday**

5AM: Solid Waste delivers dumpster to Nokomis and PW delivers special event trailer.

6AM: Temporary barricades are placed at Tampa/Nokomis, Venice Ave/Nokomis and

Tampa/Nassau, Venice Ave/Nassau. Barricades placed to close off west end of Centennial Park.

7AM: Stage arrives and begins setup and Tent Company sets up tent for inspection.

8AM: vendors and Resource area tents begin setup.

11AM: Food truck arrives and tent set up is complete. Fire Inspection was scheduled for this time.

1PM: Temporary barricades on streets are replaced with hardened barricades.

2PM: Safety briefing with all volunteers (at Stage area)

3PM: Band shows up to set up.

4PM-9PM: Event opens to the public. Alcohol begins serving (8:30PM is last call).

#### Saturday

10AM-9PM: Event opens to the public. Alcohol is not served until noon and last call is at 8:30PM.

#### Sunday

10AM-4PM: Event opens to the public. Alcohol is served noon with last call at 3:30PM.

4PM-10PM: Cleanup begins and Nassau/Nokomis reopen once clear. All materials are returned to the event trailer. Recycling and SW containers are returned to the original drop-off location for pickup Monday.

#### Monday

AM: Tent company breaks down and removes tent and portable restrooms are picked up.

#### **APPENDIX F: VENICE FIRE RESCUE SAFETY REQUIREMENTS**

#### **FIRE SAFETY REQUIREMETS**

- 1. All vehicles are subject to a fire inspection by Venice Fire Rescue.
- 2. Restrictions are established prohibiting the parking of mobile food vehicles in the following areas:
  - o Within 20 feet of a crosswalk
  - o Within 30 feet of a stop signs or stop light
- 3. No vehicle shall be parked within 10 feet of a structure or any manner that impedes an exit or entrance of an operating building.
- 4. No vehicle shall be parked within 30 feet of a fire hydrant or fire department connection.
- 5. Mobile food vehicles may park on private property subject to the following conditions:
  - o The vehicle operator has a valid lease with the property owner
  - o Location of the vehicle at the site is in compliance with the provisions of the City of Venice Codes and Ordinances.
- 6. There shall be no more than 100 pounds of propane in/on the vehicle.
- 7. All cooking appliances creating grease laden vapors shall be under an approved type I hood with a suppression system tagged current by a Florida licensed contractor and compliant with NFPA 96 and 17A.
- 8. Shall provide a 2A-10BC and type K extinguisher certified and tagged current by a Florida licensed contractor and maintained per FPA 10.
- 9. The vehicle shall be inspected and maintained by a Florida licensed contractor for fire prevention equipment, and propane tanks on mobile food vehicles, as often as required by NFP A 1 and 58, and copies of the last four maintained reports must be kept in the vehicle at all times while the vehicle is ill use.
- 10. All propane tanks shall be mechanically secured and protected from damage and maintained per NFPA 58.
- 11. A propane leak detection device shall be installed (if applicable) and in operation while in use.
- 12. All gas lines shall be in good condition or be replaced per NFP A 58.
- 13. All electrical wiring shall be in good working order per FP A 70.
- 14. Storage of gasoline is strictly prohibited inside vehicles.
- 15. Portable gasoline generators with separate fill are prohibited.
- 16. Use of portable generators Diesel or propane stored on the vehicle shall be in an enclosed compartment with vents.

# APPENDIX G: NFPA FOOD TRUCK SAFETY FACTS/CHECKLIST

General Safety Checklist
☐ Obtain license or permits from the local authorities.
☐ Ensure there is no public seating within the mobile food truck.
☐ Check that there is a clearance of at least 10 feet away from buildings, structures, vehicles, and
any combustible materials.
☐ Verify fire department vehicular access is provided for fire lanes and access roads.
$\square$ Ensure clearance is provided for the fire department to access fire hydrants and access fire
department connections.
$\Box$ Check that appliances using combustible media are protected by an approved fire extinguishing system.
$\Box$ Verify portable fire extinguishers have been selected and installed in kitchen cooking areas in accordance with NFPA 10.
$oldsymbol{\square}$ Where cooking appliances that use solid fuel, such as charcoal or wood, produce grease-laden
vapors, make sure the appliances are protected by listed fire-extinguishing equipment.
☐ Ensure that workers are trained in the following:
Proper use of portable fire extinguishers and extinguishing systems
Proper method of shutting off fuel sources
Proper procedure for notifying the local fire department
Proper procedure for how to perform simple leak test on gas connections
Fuel & Power Sources Checklist
$\Box$ Verify that fuel tanks are filled to the capacity needed for uninterrupted operation during normal operating hours.
☐ Ensure that refueling is conducted only during non-operating hours.
☐ Check that any engine-driven source of power is separated from the public by barriers, such as physical guards, fencing, or enclosures.
☐ Ensure that any engine-driven source of power is shut down prior to refueling from a portable container.
$\Box$ Check that surfaces of engine-driven source of power are cool to the touch prior to refueling from
a portable container.
$lue{}$ Make sure that exhaust from engine-driven source of power complies with the following:
At least 12 feet in all directions from openings and air intakes
☐ At least 12 feet from every means of egress
☐ Directed away from all buildings
Directed away from all other cooking vehicles and operations
☐ Ensure that all electrical appliances, fixtures, equipment, and wiring complies with the NFPA 70®.

Propane System Integrity Checklist
lue Check that the main shutoff valve on all gas containers is readily accessible.
☐ Ensure that portable gas containers are in the upright position and secured to prevent tipping
over.
☐ Inspect gas systems prior to each use.
<ul> <li>Perform leak testing on all new gas connections of the gas system.</li> </ul>
<ul> <li>Perform leak testing on all gas connections affected by replacement of an exchangeable container.</li> </ul>
$lue{}$ Document leak testing and make documentation available for review by the authorized official.
☐ Ensure that on gas system piping, a flexible connector is installed between the regulator outlet and the fixed piping system.
☐ Where a gas detection system is installed, ensure that it is tested monthly.
Operational Safety Checklist
$\square$ Do not leave cooking equipment unattended while it is still hot. (This is the leading cause of home structure fires and home fire injuries.)
☐ Operate cooking equipment only when all windows, service hatches, and ventilation sources are fully opened.
oxdot Close gas supply piping valves and gas container valves when equipment is not in use.
oxdot Keep cooking equipment, including the cooking ventilation system, clean by regularly removing grease.
Solid Fuel Safety Checklist (Where Wood, Charcoal, Or Other Solid Fuel Is Used)
☐ Fuel is not stored above any heat-producing appliance or vent.
☐ Fuel is not stored closer than 3 feet to any cooking appliance.
☐ Fuel is not stored near any combustible flammable liquids, ignition sources, chemicals, and food supplies and packaged goods.
oxdot Fuel is not stored in the path of the ash removal or near removed ashes.
☐ Ash, cinders, and other fire debris should be removed from the firebox at regular intervals and at least once a day.
$\square$ Removed ashes, cinders, and other removed fire debris should be placed in a closed, metal container.

#### **Learn More**

Get free digital access to NFPA codes and standards at: nfpa.org/docinfo
Read the latest news and updates at: nfpa.org/foodtrucksafety

Review the following and other NEPA resources at: nfpa.org

Review the following and other NFPA resources at: nfpa.org  $\,$ 

- NFPA 1, Fire Code, 2021 Edition
- NFPA 1 Fire Code Handbook, 2021 Edition
- NFPA 10, Standard for Portable Fire Extinguishers, 2018 Edition

- NFPA 58, Liquefied Petroleum Gas Code, 2020 Edition
- LP-Gas Code Handbook, 2020 Edition
- NFPA 70®, National Electrical Code®, 2020 Edition
- National Electrical Code® Handbook, 2020 Edition
- NFPA 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, 2021 Edition
- NFPA 96: Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations Handbook, 2017 Edition

Complete NFPA Food Truck Safety Fact Sheet available at: <a href="https://www.nfpa.org/-/media/files/public-education/by-topic/food-trucks/foodtruckfactsheet.pdf">https://www.nfpa.org/-/media/files/public-education/by-topic/food-trucks/foodtruckfactsheet.pdf</a>

# APPENDIX H: FIRE DEPARTMENT FEES Schedule of Emergency Medical Aid Fees

Service	Cost
Basic Life Support	\$600.00
Advanced Life Support 1	\$600.00
Advanced Life Support 2	\$650.00
Medical Treatment without Transport	\$125.00
Mileage	\$10.00 per mile
Special Events:	
a. Stand-by Time for ambulance and crew, per	a. \$160.00
hour (minimum charge will be for three hours	
and charges will be rounded up to the next	
hour)	b. \$60.00
b. Stand-by Time for vehicle and one	
paramedic, per hour (minimum charge will be	
for three hours and charges will be rounded up	c. \$60.00
to the next hour)	
c. Stand-by Time for crew only (one paramedic,	
one EMT) per hour (minimum charge will be for	
three hours and charges will be rounded up to	
the next hour)	

#### APPENDIX I: SPECIAL EVENT TRAILER MATERIALS AND TERMS OF USE

The City of Venice Public Works Department offers delivery and use of event materials free of charge if the materials are well cared for and returned to the trailer in the same or better condition.

The contents of the trailer are as follows:

- 1. Barricade A-Frames (quantity 48)
  - a. Makes 24 'complete' barricades: Two A-frames on each side with one to two horizontal slats (must be used when blocking an entrance/exit); and,
  - b. 48 if using one A-frame with one slat angled to the ground.
- 2. Barricade Slats (30)
- 3. 36-inch Traffic Cones (10)
- 4. Blue Trash Barrels (55-gallon drums: Require 55-gallon bags) (10)

Replacement cost for Barricades if lost/damaged are sold as a set. \$250.00

Replacement cost for Traffic Cones if lost/damaged are \$45.00 each

Replacement cost for Blue Trash Barrels if lost/damaged or not cleaned are \$35.00 each

If all the items are not returned to the event trailer the event holder will be charged \$250.00.

The code combination for the lock on the back of the trailer for your event will be in your final permit. This code is only for the primary on site event organizer and is not to be shared or distributed to others.

At NO time should the event holder hook to or move this trailer.

The above items are loaned with the assumption they will be used to shape event spaces for functional and temporary safety purposes; however, street closures should be done in conjunction with a professional MOT/TTC company using materials approved for the scope of your event.

All items must be returned to the inside of the trailer as found and depicted below and the lock secured. Thank you and have a safe and successful event!





#### **APPENDIX J: SCHEDULE OF ANNUAL SPECIAL EVENTS**

## **City of Venice Major Events**

Due to a number of factors, events may be postponed, canceled, or modified during the year.

For an updated listing of special events in the City, visit <a href="www.venicegov.com">www.venicegov.com</a>, click on the Events tab at the bottom of the homepage, and More Events to access the full year's calendar.

You can also check with individual event websites.

For questions regarding special events, please call 941-882-7439.

January	YMCA Resolution Run 5K
	Rotary Fine Arts & Craft Festival
	Downtown Venice Craft Festival on W. Venice Ave.
February	Venice Half Marathon
	Italian Feast & Carnival
March	Downtown Venice Craft Festival on W. Venice Ave.
	Shark's Tooth 10K/Shark Fin 5K
	Toast to Venice
	Corvette Show
	Tour de Parks
	Venice Book Fair and Writer's Festival
	AACA Car Show
April	Fools Run 5K
	Eggstravaganza
	Public Safety Day
	Shark's Tooth Festival
	Sharky's Ride the Beaches
May	Venice Museum Day
	Hurricane Expo
June	Downtown Venice Craft Festival on Miami Ave.
July	July 4 <sup>th</sup> Fireworks Show
September	Downtown Venice Craft Festival on Miami Ave.
	Enviro 5K
	Beach Bash Party
October	WineFeast
	Oktoberfest
	Sun Fiesta

	Make a Difference Day
	Children's Halloween Downtown
November	Downtown Venice Craft Festival on W. Venice Ave.
	Turkey Trot for the Twig 5K
	Downtown Holiday Parade
December	Christmas Boat Parade
	VABI Holiday Tree Lighting
	Glow Ride Bicycle Parade
	Sharky's New Year's Eve Fireworks

# APPENDIX K: SPECIAL EVENTS APPLICATION FEE TRANSMITTAL FORM Special Event Application Fee Revenue Transmittal

Event Holder to complete and return with payment before applications will be reviewed.

Event & Date:			
Event Holder's First & Last	Name:		<del>-</del>
Organization/Business Ad	dress:		
Email:	Phone:	Today's Date:	Fee Due \$50.00
Payment Option 1: If maili	ng payment, address cl	hecks to: City of Venice Mail form wi	th payment to:
	•	of Venice Cashier's Office /enice Ave., Venice, FL 34285	
Payment Option 2: Pay in	person using cash, che	ck, or credit/debit card at:	
	•	of Venice Cashier's Office /enice Ave., Venice, FL 34285	

Cashier's Offic	ce Use Only			
Account Number: (	001-0000-349.00-00			
Payment Type:	Cash	Check No.	Credit/Debit (no added fees)	
Date Received:				
	rim Special Events/Marke nicefl.gov when payment	_		

6/23/23

#### APPENDIX L: SPECIAL EVENT APPLICATION

### **City of Venice Florida Special Event Timeline**

Special event applications may be submitted <u>no less</u> than 120 days prior to your event date. First time events require city council approval so the earlier the better. A **Special Event** is an organized activity taking place on public property that invites or is open to the public **and** involves ANY of the following:

- 1. City services beyond gazebo electrical access
- 2. involves alcohol
- 3. includes activities that require a certificate of insurance
- 4. Involves cooking, grilling, reheating of food, or a food truck (excludes everyday use of county/city installed park grills).

## **EVENT TIMELINES**

Minimum 120 Days Prior	<ul> <li>New and Renewal Applications</li> <li>Include all relevant documents and:</li> <li>Florida tax exemption certificate and active no-profit, charitable status.</li> <li>Planning meeting with city staff (if needed)</li> <li>Reserve dates/space</li> </ul>
Minimum 90 Days Prior	<ul> <li>Events with an approved application</li> <li>Final event details/amendments</li> <li>General Liability Policy listing the City of Venice as certificate holder and named as additionally insured. General aggregate of \$1,000,000.</li> <li>Verification of VPD details</li> <li>Supplemental permits/licenses/insurance</li> <li>Tent Permit/Certificates of Flame Resistance</li> <li>Utility account if using water</li> <li>Liquor License and liquor liability insurance for \$1,000,000 added to your General Liability Policy.</li> <li>Firework Permit</li> <li>Coastguard/FDOT permits if applicable</li> </ul>
Minimum 30 Days Prior	<ul> <li>On Site Contacts if changed/updated since application</li> <li>Verification of Fraternal Order of Police details         <ul> <li>Final Permit/Special Event Agreement Signed</li> </ul> </li> </ul>
Post Event-Within 30 days	<ul> <li>Final Payments</li> <li>Invoice from City of Venice to be paid</li> <li>Fraternal Order of Police</li> <li>Reserve dates and space for next year</li> </ul>

# **City of Venice Florida Special Event Application**

. venic dide	
vent location ac	ldress:
Requested set-u	p date(s) and times:
	event is open to the public:
ear down date(	s) and times:
Vhat is your incl	ement weather plan?
vent Type:	Athletic Event/Competition Parade/March/Procession Festival/Carnival
Concert/	Performance Fireworks Auto Show Other:
vent summary	description: Attach additional detailed narrative, daily timeline of events, parking plan and layou
ote: Races/run	s may be required to follow preapproved routes for safety and preservation of city functions
•	s may be required to follow preapproved routes for safety and preservation of city functions year in Venice?YesNo If no, what was your 1st year?
•	
•	
•	year in Venice?YesNo If no, what was your 1 <sup>st</sup> year?
this your first y	vear in Venice?YesNo If no, what was your 1 <sup>st</sup> year?
this your first y	g event, please describe any proposed changes this year.
this your first y	g event, please describe any proposed changes this year.  volunteers/vendors:  Daily Total
this your first y	g event, please describe any proposed changes this year.
this your first y s is a reoccurrin stimated staff/s	g event, please describe any proposed changes this year.  volunteers/vendors: Daily Total  dance of the public (do not include staff/volunteers/vendors): Daily Total
this your first y s is a reoccurring stimated staff/s stimated attendation	g event, please describe any proposed changes this year.  volunteers/vendors: Daily Total  dance of the public (do not include staff/volunteers/vendors): Daily Total
s this your first y s is a reoccurrin stimated staff/s stimated attend vent Holder's fi usiness/organiz	g event, please describe any proposed changes this year.  volunteers/vendors: Daily Total  dance of the public (do not include staff/volunteers/vendors): Daily Total  rst & last Name: ation address:
s is a reoccurring stimated staff/stimated attendated went Holder's financess/organizen-Profit	g event, please describe any proposed changes this year.  volunteers/vendors: Daily Total  dance of the public (do not include staff/volunteers/vendors): Daily Total  rst & last Name: ation address: No Yes Category: If yes, attach proof of type and active status
s is a reoccurring stimated staff/stimated attendated went Holder's financess/organizen-Profit	g event, please describe any proposed changes this year.  volunteers/vendors: Daily Total  dance of the public (do not include staff/volunteers/vendors): Daily Total  rst & last Name: ation address:
this your first yes is a reoccurring stimated staff/vent Holder's fiusiness/organizon-Profit	g event, please describe any proposed changes this year.  rolunteers/vendors: Daily Total  dance of the public (do not include staff/volunteers/vendors): Daily Total  rst & last Name: ation address: No Yes Category: If yes, attach proof of type and active status  ttact: Cell number:
this your first yes is a reoccurring stimated staff/stimated attendations. The stimated attendation on the stimated attendation of the stimate	g event, please describe any proposed changes this year.  volunteers/vendors: Daily Total  dance of the public (do not include staff/volunteers/vendors): Daily Total  rst & last Name: ation address: If yes, attach proof of type and active status  ttact: Cell number:
s is a reoccurring stimated staff/stimated attendations when the staff attendation with the staff attendation and the staff attendation at	g event, please describe any proposed changes this year.  rolunteers/vendors: Daily Total  dance of the public (do not include staff/volunteers/vendors): Daily Total  rst & last Name: ation address: No Yes Category: If yes, attach proof of type and active status  ttact: Cell number:

<b>B. Venice Police Department:</b>	
	YesNo If yes, obtain a Temporary Sales License from the acco and a \$1,000,000 Liquor Liability Insurance policy naming the City of
2. Is alcohol being limited to 2 drinks or less	
	for the timeframe alcohol is served with an additional 30 minutes after
	hrough the Fraternal Order of Police/FOP and are not eligible for
sponsorship funding.	
	Date/timeDate/time
4. Is overnight security being requested?	
5. Will there be exchanges in currency/cash	?YesNo. If so, where?
6. Is security for money drops being reques	ted?YesNo
7. Are there any areas of sensitivity such as	gates, ATMs, points of serviceYesNo
8. Will there be private security for the eve	nt?YesNo
	umber:
*Event Holders may be asked to send r	
·	raffic or the need for lane closures?YesNo
•	Control Plan/Maintenance of Traffic Plan' (TTCP/MOT):
in yes piedse explain the Temporary Trume	control right, wantenance of righter land (Tref) work.
10. Who will implement & provide materia	s for the TTCP/MOT?
TTCP/MOT Contact	
name:	Number(s):
Attach TTCP/MOT if available at the time of	
	y the United States Coast Guard?YesNo
	unteer parking?
	o park?
14. Is there a fee to park?Yes	
15. Is there a fee for admission? Yes	
	sic, or public-address system be used?YesNo
	· · · · · · · · · · · · · · · · · · ·
17. What hours might the event create hold	se and/or require an exception to our code?
Based on the information above, please spe	ecify the dates, times, and services you are requesting VPD to review.
Dates of Detail:	Start time:End time:
Service(s): Traffic Sec	
• •	Start time:End time:
Service(s):	
` ,	Start time:End time:
	tart timethat time
Service(s):	Clark Clark
	Start time:End time:
Service(s):	
Additional Information & City Services:	

<u>C.</u>	<b>Public Works &amp; Utilities</b>					
1.	Irrigation turned off (dates & times)					
2.	Fire ant treatment:No	Yes				
3.	Street sweeper (if applicable):	No	Yes	If yes, date/tir	me	
4.	City garbage roll offs:No	Yes	Size	Quantity	Size	Quantity
	Requesting delivery no late	than: Date		Time	e:	
	Location of delivery (detaile	d description	& labele	d on event layout	t)	
5.	Recycling receptacles: No	Yes	If yes,	how many?		
	Are you requesting use of the Speci		•	•		
	cones (36"), and 24 barricades:	No	Yes	(subject to avai	ilability, terms	of use, and not
	intended to replace Temporary Traf	fic Control/Ma	aintenan	ce of Traffic requ	irements-Secti	on B)
	If yes, mark the trailer location	on the event la	ayout and	d describe below	(requires 2 lin	ear parking spaces):
7.	Does the City need to prevent or lin	nit parking for	set up oi	the delivery of i	tems such as re	estrooms?
	NoYes If yes, i	ndicate where	e, when,	and why. Include	images if nece	essary.
_	NACH the count in the country of the little				If:£.	
٥.	Will the event increase use of public	restrooms?_		ioYes	if yes, specify	wnere:
9.	Does the event require Event Holde	rs to provide F	Port-O-Le	ts according to F	lorida Regulati	on 64E-
	6.0101/Sarasota County Health Dep	artment	Yes	No		
	If yes, how many will be AD	A?	_ How m	any standard?		
	Will there be handwashing	stations:	Yes	No	How Many?	
Uti	lities:					
1	Does the event require use of water?	Yes	No	If ves complete	a Hydrant Met	ter Set form
	lity Services Forms   Venice, FL (venice)		140.	ii yes, complete	a riyarane ivici	ter set form.
	Does the event require use of electric		No.	If yes, please ex	kplain:	
	enerator use is in section D.			, ,,		
u	enerator use is in section b.					
Ad	ditional information and City Services	5:				

<u>D.</u>	Building and Fire Departments
1. 2.	Will there be tents or canopies 10x10 ft or smaller?NoYes
3.	Will there be a stage?No If yes please describe size, set up, electric
5.	Does the event include fireworks?No Will there be open-flame cooking equipment?YesNo If yes, please explain the type and location of the cooking: Will there be Mobile Food Vendors: NoYes How Many:
ь.	Temporary public food service establishments are required to be licensed and inspected by the Division of Hotels and Restaurants of the Florida Department of Business and Professional Regulation (DBPR) per Florida Administrative Code Rule 61C-1.002(5) (a) 4a.
7.	Explain the process for disposing of cooking grease (method, frequency)
Add	ditional Information & City Services:

Event Holder Name\_\_\_\_\_

\_Date\_\_\_

# APPENDIX M: SPECIAL EVENT AGREEMENT FOR PUBLIC AND COMMUNITY EVENTS IN THE CITY OF VENICE

# Special Event Agreement for Public and Community Events in the City of Venice

City of Venice 401 West Venice Avenue Venice, FL 34285

This agreement is for all events held on City of Venice owned and/or maintained property or facilities under the jurisdiction of the City of Venice. The City of Venice retains the authority to determine whether the event should be held or continued in times of inclement weather, civil disturbance or other conditions deemed unacceptable by the staff of the City of Venice.

deemed unacceptable by the staff of the City of Venice.
To be valid, this Agreement must be signed, returned and be in the possession of the City Manager's Office by, 20, along with any required fees.
AGREEMENT AND SPECIAL CONDITIONS
This Special Event Agreement ("Agreement") is made between the City of Venice, a political subdivision of the State of Florida, whose address is 401 W. Venice Avenue, Venice, FL 34285 (hereinafter the "City") and, a, whose address is
(hereinafter the "Event").
WITNESSETH:
WHEREAS, THE City, acting by and through the City Council, did grant a Special Event  Permit to the Event Holder for the dates of, for the purpose of conducting the Event at and;
WHEREAS, the granting of said Special Event Permit by the City is subject to the execution of this Agreement; and
WHEREAS, the Event Holder has complied with and/or is complying with the requirements of the City in connection with the granting of said Permit.
NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties do hereby agree as follows:
1. It is expressly agreed by the parties hereto that the Permit is granted at the discretion of the

2. The Event Holder also agrees to pay the City for said Permit, and for the furnishing by the City of Fire, Public Works, and other municipal services that are made necessary because of the

cancellation.

City and, if in the reasonable opinion of the City Council or the City Manager the public safety demands, said Permit may be canceled at any time by the City or the City Manager and the City and/or the City Manager shall incur no liability to the Event Holder as a result of such

influx of people to the City attending the Event held by the Event Holder including, but not limited to, cost of fire vehicle operation, cleaning of litter and debris, erection and removal of barricades and signs (directional) and regulatory). The City may require that the Event Holder deposit a fee towards the cost of these aforementioned services. (If required, the deposit amount is indicated in the following section)

- - (b) Within sixty (60) days after the conclusion of the Event, the City shall provide the Event Holder with an itemized statement of all expenses incurred by the City and if the amount expended for the Event is less than the amount of the deposit, the difference shall be refunded to the Event Holder. If the amount expended by the City hereunder exceeds the amount of the deposit, the difference shall be paid immediately to the City by the Event Holder.
- 4. It is expressly understood and agreed by the parties hereto that all expenses attributed to the Event period shall be paid directly by the Event Holder, other than Fire protection and other municipal services outside the confines of the Event Holder's leased or assigned premises. Included as direct expenses of the Event Holder shall be all electrical charges, charges for toilet facilities, telephone charges, water charges, and all charges arising from the operation of the Event, unless otherwise denoted in this Agreement.
- 5. Upon the signing hereof and payment of the proper permit fees, the City shall issue or cause to be issued the Special Event Permit to the Event Holder; the fee for which permit is to be paid directly to the City and is separate from the required deposit referenced in this contract.
- 6. Unless otherwise stated in this Agreement, at the discretion of the City of Venice, the Event Holder may have control over and retain revenues from any concessions, parking and refreshment stands, at the assigned premises and shall be responsible for their operation; subject; however, to all laws of the State of Florida and ordinances of the City of Venice and subject to the orders of the City Manager or his designee.
- 7. If needed, any required sanitary facilities are to be provided for by the Event Holder.
- 8. The Event Holder further agrees to abide by all rules, regulations and orders of the City Manager or his designee of the City of Venice concerning the public safety and conduct within or outside of the permitted premises. Any decision by the City Manager or designee regarding public safety shall be binding on the Event Holder and promptly complied with by the Event Holder. Where conflict or risk of confrontation with non-compliant performers, attendees, or other participants is exhibited or threatened, it is the duty of the Event Holder to notify City officials or on-site law enforcement officers to intercede and mitigate non-compliant issues and activities.
- 9. The Event Holder agrees and acknowledges that no part of the Event shall violate F.S. §255.70

relating to public permitting and F.S. §827.11 relating to exposing children to an adult live performance. The Event Holder acknowledges that the City may not issue a permit or otherwise authorize a person to conduct a performance in violation of F.S. § 827.11. Further, the Event Holder acknowledges that the City has relied on Event Holder's acknowledgement and agreement in issuing the Special Event Permit. Finally, the Event Holder acknowledges that if a violation of F.S. §827.11 occurs for a lawfully issued permit or other authorization, the Event Holder commits a misdemeanor of the first degree.

- 10. In the event it becomes necessary to file legal action to enforce any of the provisions of this Agreement, the parties hereto agree that the prevailing party shall be entitled to recover, as part of the costs of such action, all reasonable attorneys' fees. Venue for any dispute related to this Agreement shall be in Sarasota County, Florida.
- 11. The Event Holder agrees, at its sole cost and expense, to indemnify, defend and hold harmless the City of Venice and its officials, employees, agents and representatives from and against any and all liability, damages, claims and demands which may be imposed upon, incurred by, or be asserted against the City of Venice and its officials, employees, agents and representatives as a result of or in any way connected with this Special Event. Unless by exception authorized by the City Manager, the Event

Holder shall provide general liability insurance in the amount of \$1,000,000, naming the City as an additional insured. If alcohol is to be provided at the Event, unless by exception authorized by the City Manager, the Event Holder shall provide liquor liability insurance in the amount of \$1,000,000, naming the City as an additional insured. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A. No changes are to be made to these specifications without prior written specific approval by the City.

- 12. The Event Holder agrees and attests to the special Conditions and Event details attached as Appendix "A" along with other Event details including but not limited to an Event narrative, timeline, and site plan.
- 4. SPECIAL EVENT CODE OF CONDUCT: The Event Holder is responsible for ensuring that all participants, sponsors, volunteers, attendees, and exhibitors/vendors comply with the following Code of Conduct at all times during the event:
  - a) Except as protected by the First Amendment, the use of profane, obscene, or vulgar language, gestures, decorations, accessories, and signs is prohibited.
  - b) Indecent exposure, lewd behavior, sexually explicit nudity, and any material or performance that depicts sexually explicit nudity or sexual activity and that taken as a whole is patently offensive to prevailing standards in the adult community concerning what is suitable and lacks serious literary, artistic, political, or scientific value is prohibited.
  - c) Any activity, attire or conduct inappropriate to the peace and good order of the Event or which may adversely affect the safety of persons or property shall be prohibited.
  - d) There shall be no harassment or discrimination based on age, ancestry, color, gender identity or expression, national origin, physical or mental disability, religion, sexual orientation, or any other characteristic protected by applicable laws, regulations, and ordinances.

14. Failure to comply with any of the terms of this Agreement, including the Code of Conduct, may result in revocation, in whole or in part, of the Special Event Permit and suspension of receiving future special event permits. Any suspension decision may be appealed to the City Council, subject to the time and notice terms of the written notification of suspension.

and its corporate seal to be	hereunto affixed by t I his Officers, thereu	se presents and another of like tenor to be signed the Mayor, duly authorized hereunto, and the Event nto so duly authorized, to set their hands and, 20
In the presence of:		CITY OF VENICE, FLORIDA
City Clerk		
In the presence of:		EVENT HOLDER
Event Holder Witness		Signature
		Title

# APPENDIX "A"

Title o	f Event:
Purpos	se of Event:
How m	nany years have you held this event in Venice?
Description	on of Event: See attached Special Event Application/Site Plan and other applicable documents.
	Event applicants are encouraged to engage local volunteers and area interest groups as local "partners" in the formation, administration, and execution of their event. Partnerships in the operation of a recycling plan, internal parking plan, and similar operational components are examples of activities where the use of local partners can be mutually beneficial. Event holders are strongly encouraged to use services provided by the City of Venice for their event.
GENERAI	L SPECIAL EVENT PERMIT CONDITIONS
	licable, as indicated by checkmark (☑) and noted herein, the following conditions, stipulations and uards shall be adhered to:
	A state liquor license shall be obtained, and a copy shall be provided to the City.
	A security and traffic plan approved by the Venice Police Chief, or his designee must be provided. (Upon City of Venice Police Chief approval, security and traffic management can be provided by either City of Venice Police (VPD), Sarasota County Sherriff or other police or private agencies as approved by the Venice PD.
	An approved recycling plan must be provided. Applicants are encouraged to demonstrate the inclusion of eco-friendly features such as alternative energy sources, public education, and other environmental conservation measures.
	Temporary public food service establishments are required to be licensed and inspected by the Division of Hotels and Restaurants of the Florida Department of Business and Professional Regulation (DBPR) per Florida Administrative Code Rule 61C-1.002(5) (a) 4a.
	All necessary permits and inspections required by the City of Venice shall be obtained prior to event kickoff and displayed conspicuously.
	All event holders and/or sponsors shall coordinate with the Florida Department of Health, the Sarasota County Health Department for the use of portable restrooms and sinks.
	The Event Holder, in its own name and at its own expense, shall obtain all permits and/or licenses required or needed in connection with any use or Special Event or under this Agreement. Unless another land use approval has been obtained, the Event Holder shall obtain, at a minimum, a Special Event Permit approval from the Office of Development Services.
	All fees for City Staff and equipment shall be paid within 30 days of receipt of invoice. Failure to pay fees can result in denial of future Special Event Permit requests.
	All City property and equipment shall be returned in its original or "pre-Event" condition by the Event Holder at the Event Holder's expense. Damage to City property or equipment could result in additional fees and charges to the Event Holder.

including, but not limited to hours of event, vendor locations, road closures, site plan, and related event details. Any deviation may result in revocation of the permit.
The Event Holder shall be on-site and available via cell phone during set-up and event operating hours, each day of the event.
<ol> <li>Event signage may be erected one week prior to the event and shall be removed within 24 hours of event conclusion.</li> </ol>
<ol><li>Event Holder shall coordinate with a designated City staff person on Event set-up and tear down.</li></ol>
Notification to surrounding businesses, religious institutions, homeowners, tenants shall occur one month prior to event.
Event shall comply with Article II. Noise Control of the City's Code of Ordinances.
No modifications or alterations may be made to the infrastructure including, but not limited to water and electrical systems and components, at the Event Site without prior written approval of the City. Violators will be charged for the cost of restoring the system to its original condition and may be suspended from future use of the City Event Site. Any City approved improvements made to the Event Site become property of the City at the conclusion of the Event and may be altered or removed if necessary.
All Event Holders, their affiliates, and agents are bound by all conditions and stipulations included in this Agreement and must comply with all federal, state and local laws, rules, regulations and requirements.
Other Resources/Stipulations:

## **REVOCATION / MODIFICATION**

**FEES & CHARGES** 

Except as otherwise provided in the terms and conditions to a Special Event Permit, the City may revoke a Special Event Permit on five (5) days' advance notice to the Event Holder. The City may modify and abrogate these general conditions and any special terms and conditions imposed on the Special Event Permit at any time.

	\$	
	\$	
	\$	_
	\$	Costs for water, and electricity, if applicable, will be
	\$	
	\$	<u> </u>
Total Estimated Costs of Services	\$	
Public Space Usage Fees: The Special Event is estimated public space usage fees: (indicate cost Centennial Park (\$1,500/day)		
estimated public space usage fees: (indicate cos	st for each or N/A)	_
estimated public space usage fees: (indicate cos Centennial Park (\$1,500/day)	st for each or N/A) \$	
estimated public space usage fees: (indicate cost Centennial Park (\$1,500/day) City Streets (\$500/day/block)	\$\$ \$	<u> </u>
estimated public space usage fees: (indicate cost Centennial Park (\$1,500/day) City Streets (\$500/day/block) Other Public Space (\$35/hour/10,000 square feet)	st for each or N/A)  \$\$  \$\$  of city services and/o	——————————————————————————————————————

#### **APPENDIX N: STANDARDS**

**Standard 1:** Event Holders will identify if the event requires a TTCP/MOT. A security and traffic plan approved by the Venice Police Chief, or his designee must be provided. Upon Venice Police Chief approval, security and traffic management can be provided by either Venice Police (VPD), Sarasota County Sherriff's Office or other police or private agencies as approved by the VPD. Event Holders will contract with a TTC/MOT company for materials and implementation of a TTC/MOT plan (see Contacts).

**Standard 2:** Event Holders will familiarize themselves with all applicable laws pertaining to accessibility and discrimination and ensure full compliance during the special event.

**Standard 3:** Event Holders will follow the timelines outlined within this guidebook and understand that late or missing items may result in delays or the need to reschedule your event date for a later time.

**Standard 4:** Event Holders will submit a complete application and required documents as outlined.

**Standard 5:** We expect all participants, sponsors, volunteers, attendees, exhibitors/vendors, and event holders to uphold the principles of our Code of Conduct.

**Standard 6:** One month prior to the event, Event Holders will notify surrounding businesses, religious institutions, homeowners, and tenants of the event date, time, potential for noise, and impacts to traffic, streets, and other public spaces. During the event, the Event Holder shall be onsite and available via cell phone during setup, event operating hours, tear-down, and cleanup.

**Standard 7:** All Event Holders, their affiliates, and agents are bound by all conditions and stipulations included in this guidebook and permit, and must comply with all federal, state, and local laws, rules, regulations, and requirements. Event Holders are responsible for communicating/distributing all information to all parties.

**Standard 8:** Event Holders shall have alternative plans for inclement weather, red tide, or other unforeseen emergency situations included in the application/permit. This includes but is not limited to alternative locations, times, delays, and cancellation. In the event such changes need to be implemented, inform the SEMC and the city Public Information Officer in writing of the information that should be communicated to the public as soon as possible. This information should be included/updated on your websites and social media platforms as soon as possible to keep the public well-informed.

**Standard 9:** All necessary permits and inspections required by the City shall be obtained prior to event opening to the public and displayed conspicuously.

**Standard 10:** The Event Holder and/or sponsors shall not deviate from the approved Special Event Permit including, but not limited to, hours of event, vendor locations, road closures, site plan, and related event details. Any deviation may result in revocation of the permit.

**Standard 11:** No modifications or alterations may be made to the City-owned infrastructure including, but not limited to water and electrical systems, benches and park furnishings and any other City property at the Event Site without prior written approval of the City. Tent stakes may not be driven into the asphalt pavement at any site and stakes within grass areas must verify and avoid

any underground utilities. Violators will be charged for the cost of restoring the system to its original condition and may be suspended from future use of the City Event Site. Any Cityapproved improvements made to the Event Site become property of the City at the conclusion of the Event and may be altered or removed if necessary.

**Standard 12**: All City property and equipment shall be returned in its original or "pre-Event" condition by the Event Holder at the Event Holder's expense. Damage to City property or equipment could result in additional fees and charges to the Event Holder.

Standard 13: Event Holder shall comply with Article II. Noise Control of the City's Code of Ordinances.

**Standard 14:** All Event Holders and/or sponsors shall coordinate with the FDOH-Sarasota County for the use of portable restrooms and sinks. If needed, any required sanitary facilities are to be provided by the Event Holder. The County Health Department can be reached at 941-861-3310 and is located at 4000 S. Tamiami Trail (Room 121) Venice, FL 34293.

**Standard 15:** Event Holders will contact the DBPR when food will be cooked, prepared, sold, and/or consumed at the event, and ensure all proper licensing and inspections are obtained. Call 850-487-1395 or email <a href="mailto:dhr.info@myfloridalicense.com">dhr.info@myfloridalicense.com</a>

Hotels and Restaurants – Guide to Temporary Food Service Events – MyFloridaLicense.com

**Standard 16:** Mobile Food Dispensing Vehicles (MFDV), hot dog carts, and certain catering services are required to have an account with the DBPR Division of Hotels and Restaurants to apply for and manage their license and inspections. Event Holders must certify all vendors comply with state and local requirements and communicate expectations from the National Fire Protection Association to those with a MFDV (Appendix F: <u>Venice Fire Department safety Requirements</u> and Appendix G: <u>NFPA Food Truck Safety Fact Sheet</u>) <u>Hotels and Restaurants – Guide to Mobile Food Establishments – MyFloridaLicense.com Hotels and Restaurants – Guide to Catering – MyFloridaLicense.com</u>

**Standard 17:** The Event Holder will ensure all food service providers are sent information regarding how to properly dispose of solid waste, recycling items, and cooking grease. Cooking grease must be taken off the premises and properly disposed of. Disposal of used cooking oil requires a Florida DEP-approved company to provide the service.

**Standard 18:** Event Holders must plan for the proper disposal of all waste and consult the City's Solid Waste and Recycling Department and Fire Department as applicable. Fees may apply for these services.

**Standard 19:** Event Holder must provide the City with a Certificate of Insurance that includes property and liability with minimum limits of \$1,000,000 general liability per occurrence, and \$500,000 property damage liability. The City of Venice must be named as **Certificate Holder** AND indicated as an **additional insured**. If alcohol is to be provided at the event, the Event Holder shall provide liquor liability with minimum limits of \$1,000,000, naming the City as **Certificate Holder** AND as an **additional insured**. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A. No changes are to be made to these specifications without prior written specific approval by the City Manager.

Event Holders should provide their special event insurance agent with the specifications outlined above and use the following address: **City of Venice, 401 W. Venice Ave., Venice, FL 34285.** 

**Standard 20:** The Event Holder agrees to, at their sole cost and expense, to indemnify, defend and hold harmless the City and its officials, employees, agents and representatives from and against any and all liability, damages, claims and demands which may be imposed upon, incurred by, or be asserted against the City of Venice and its officials, employees, agents and representatives as a result of or in any way connected with this Special Event. In the event it becomes necessary to file legal action to enforce any of the provisions of this Agreement, the parties hereto agree that the prevailing party shall be entitled to recover, as part of the costs of such action, all reasonable attorneys' fees. Venue for any dispute related to shall be in Sarasota County, Florida. Event Holders may be asked to sign a separate indemnification/hold harmless agreement.

**Standard 21:** Event Holders agree to follow the placement and size policies set forth in the <u>Event Sign</u> Terms (Appendix C)

**Standard 22:** Event Holders wanting to advertise on the fence at the Airport Festival Grounds or near the airport must contact the Airport Operations Maintenance Supervisor and receive written approval prior to placing signs. Call 941-882-7253 for more information.

**Standard 23:** Event Holders will complete a post-event follow-up form within 60 days of the conclusion of the event.

**Standard 24:** The Event Holder, in their own name and at their own expense, shall obtain all permits and/or licenses required or needed in connection with any use or Special Event.

**Standard 25:** The Event Holder agrees to pay the City for the furnishing of municipal services that are made necessary because of the influx of people to the City attending the event including, but not limited to, cost of Fire/EMS personnel or vehicle operation, cleaning of litter and debris, placement and removal of barricades and signs, traffic and safety services, use of water and electric, and fees associated with the use of public space. The City may require that the Event Holder deposit a fee towards the cost of these services.

**Standard 26:** Within 60 days after the conclusion of the event, the City shall provide the Event Holder with an itemized statement of all expenses.

**Standard 27:** The Event Holder agrees fees for City Services and equipment shall be paid within 30 days of receipt of invoice. Failure to pay fees on time can result in denial of future Special Event Permit requests or loss of City funding eligibility.

**Standard 28:** The Event Holder agrees to abide by all rules, regulations and orders of the City Manager or his designee of the City of Venice concerning the public safety within or outside of the permitted premises. Any decision by the City Manager or designee regarding public safety shall be binding on the Event Holder and promptly complied with by the Event Holder.