



6-6

MEMORANDUM

TOWN OF PONCE INLET, TOWN MANAGER DEPARTMENT

The Town of Ponce Inlet staff shall be professional, caring and fair in delivering community excellence while ensuring Ponce Inlet citizens obtain the greatest value for their tax dollar

To: Jeaneen Witt, Town Manager
From: Amy Zengotita, Parks/Rec & Museum Educator
Date: September 9, 2016
Subject: *REQUEST FOR CO-SPONSORSHIP OF SHAPE UP! PONCE INLET*

MEETING DATE: September 22, 2016

BACKGROUND:

Shape Up! Ponce Inlet is an annual fitness event, a fun way for residents to enjoy the Town's parks. The event is organized by Cherise Wintz, owner of Cherise's Heavenly Fitness and organizer of the annual Operation Changing Lives 5K. The proposal includes one-hour yoga sessions beginning at 8:30 a.m. on three consecutive Saturdays in November (5th, 12th, & 26th, November 19th is the Operation Changing Lives event) at Davies Lighthouse Park or at Timucuan Oaks Garden. Participants will be required to sign liability waivers. Each participant will provide his/her own towel, mat and water. There is no cost to participate and organizers volunteer their time and expertise.

Ms. Cherise Wintz, Organizer is requesting Town Council's support and co-sponsorship of this event which is scheduled for each Saturday in November 2016. The Town Council supported and approved co-sponsorship in the past for this event.

SUMMARY:

Request for co-sponsorship of *Shape Up! Ponce Inlet* program to be held on November 5th, 12th, & 26th, 2016; their co-sponsorship request is for the use of the Town's means of advertising to include publication on the Town's website, Facebook and on the water bills; waiver of the special event permit fee (\$150); and waiver of the amplified sound permit fee (\$50). The insurance requirement is requested to be waived and participants will be required to sign and return waivers (which will be available for download from the Town's website) and are attached for your information.



Amy Zengotita, Parks/Rec & Museum Educator

September 9, 2016

Date

Attachments:

1. Application Packet 9/7/16



Town of Ponce Inlet
 Planning & Development Dept.
 4300 S. Atlantic Avenue
 Ponce Inlet, FL 32127
 386-236-2181 (voice)
 386-322-6717 (fax)

SPECIAL EVENT PERMIT APPLICATION
 Pursuant to Chapter 51 of the Code of Ordinances

Submittal Receipt # and Date: ~~8/23/2016~~ 9/7/2016
 Application #: 2016-0752
 FEE PAID: N/A

APPLICATIONS MAY BE UP TO 9 MONTHS IN ADVANCE OF THE EVENT, BUT NO LATER THAN 45 DAYS PRIOR. Please provide the following information with your application:

- *A site plan of the event area(s) with all applicable info below shown should be attached.
- *If event is on town property, a certificate of insurance showing the town as additional insured in the amount of \$ _____ is required.
- *A completed application for permit for each itinerant merchant must be attached.

SECTION 1: EVENT INFORMATION

Event Location	Davies Lighthouse Park (Timucuan Oaks Gardens if available)		
Event Name	Shape Up Ponce Inlet (A <i>Positively!</i> Ponce event)		
Date of Event (Including rain date)	November 5 th , 12 th , & 26 th 2016	Start Time:	8:30 a.m.
		End Time:	9:30 a.m.
Brief Description of Event	Various exercise programs		
Reservation fee amount paid (if Town-owned property):	Deposit fee amount paid (if Town-owned property):		

SECTION 2: APPLICANT INFORMATION

Event Organizer	Cherise Wintz		
Mailing Address	119 Anchor Drive, Ponce Inlet		
Contact Person	Cherise Wintz	Email Address	Cherises39@Yahoo.com
Phone Number	386-383-2686	Fax Number	386-760-2055

SECTION 3: ADDITIONAL INFORMATION (Provide on a separate sheet if needed)

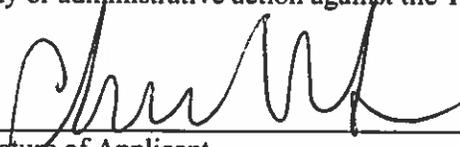
Is traffic control required? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If yes, list locations and provide clear map/plan	Is Amplified sound to be used? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
Will you be holding a parade? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If yes, provide a clear map of the parade, including all streets to be closed.	
Will you be using non-contiguous off-site parking? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If Yes, provide location and agreement with property owner(s)	
Will you be providing shuttles to transport? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If Yes, provide location and route	
Will you be using a private security firm? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If yes, provide name of firm: _____	Will you require additional Police Department assistance? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If yes, list type of help needed:

Names of Vendors (*Each vendor must submit a completed Application for Itinerant Merchant Vendor Permit*):

NO VENDORS; local health groups will be distributing free health & product information at the pavilion in Davies Lighthouse Park

Will fireworks be used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If Yes, a permit must be obtained from the Police Department		Serving alcohol? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If yes, provide liquor license number	
Serving food? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If yes, mark location clearly on site plan	Will food be prepared on-site? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Portable grill being used? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (Includes all portable cooking devices)	
Will you need additional assistance from the Fire Dept? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If yes, list type of assistance needed:			
Will you require any of the following:			
Public Works Staff? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Barricades? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Additional trash receptacle? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Portable restrooms? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
How do you plan to remove trash and litter during and after the event?		Volunteers and on-site trash cans	
Will you be placing temporary signs or banners within the Town limits? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If Yes, a sign permit must be obtained; see Resolution 2011-03 for regulations.			
<i>To prevent signs from interfering with public utilities, call Sunshine State One call at 1-800-561-6720 before you dig.</i>			
Will you be using tents or other temporary structures? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO *If yes, a building permit may be required along with a site plan clearly showing the number, location(s), and size(s).			
Please explain the purpose for tent(s) or temporary structure(s): N/A			

I hereby state that the above information is true and accurate to the best of my knowledge. I further understand and agree to any and all conditions and costs of the required permits. I understand that the Town of Ponce Inlet assumes no liability for this event. I hereby agree to defend, hold harmless, and indemnify the Town, at the Town's option, from any and all demands, claims, suits, actions and legal proceedings brought against the Town in connection with this event, whether threatened or otherwise, to the full extent as permitted by the law of the State of Florida. This provision shall survive the term of the Agreement and shall remain in full force and effect until the expiration of the time for the institution of any action at law or equity or administrative action against the Town under either federal law or the laws of Florida.


Signature of Applicant

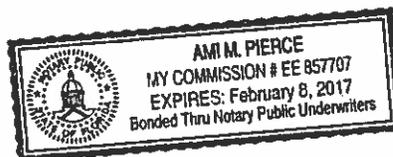
9/7/16
Date

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

Affirmed and subscribed before me this 9 day of September, 2016 by _____, who is personally known to me or who has produced _____ (type of ID) as identification.

Notary stamp/seal


Notary Public's signature



The issuance of an Amplified Sound License grants permission to the applicant(s) for the location and type of sound, as per section 34-97 of the Town of Ponce Inlet Ordinances. The Amplified Sound License may be revoked by an agent of the Town of Ponce Inlet at any time. An Amplified Sound License does not waive applicant's responsibility to ensure compliance with all applicable requirements. Applicant(s) agrees to hold the Town of Ponce Inlet, its agents and employees, harmless for any damages that may incur from failure to meet all Town codes.

CERTIFICATION STATEMENT (As required by Chapter 34, Ponce Inlet Code of Ordinances)

As applicant, I understand that I shall monitor the use and operation of all amplified sound equipment to ensure that it is operated within the decibel levels permitted by Chapter 34, §34-93, Ponce Inlet Code of Ordinances.

Dated this 7th day of September 2016.

Applicant's Printed Name: Cherise Wintz

Applicant's Signature: *Cherise Wintz*

FOR OFFICE USE ONLY:

Town of Ponce Inlet Business Tax Receipt holder: YES NO N/A

Fees (License Fee) = \$50.00 Amount Paid: _____

Application received by: _____ Date: _____

POLICE DEPARTMENT: Approved Denied _____

Inspection Required: Yes No

Previous violations of sound ordinance? Yes No

Comments: _____

By: *F. G. Fairly*

Date: 9-7-16

**2016 SHAPE UP PONCE INLET
TOWN OF PONCE INLET RELEASE AND WAIVER**

In consideration of the permission granted me by the Town of Ponce Inlet to participate in the 2015 Shape Up Ponce Inlet Event (the "Event") and any and all activities or events related thereto, I the Undersigned for myself, my heirs, assigns and administrators, HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE THE TOWN OF PONCE INLET AND ITS AGENTS, OFFICERS AND EMPLOYEES from all liability to the Undersigned, my heirs, assigns and administrators, of and from all claims and demands, actions and causes of action of any kind (inclusive of claims for personal injuries and property damage), damages, losses and liabilities, loss of property, costs, expenses and unknown, foreseen and unforeseen damages and consequences thereof, caused by or arising out of my participation in the Event.

INITIAL _____

I acknowledge that participation in the Event may result in an extreme test of my physical and mental limits that carries with it inherent risks of physical injury, including but not limited to risk of death and/or serious injury. I understand and acknowledge that these risks may cause harms including, but not limited to: bodily injury, ranging from minor to severe; physical and/or mental effects of exposure to extreme conditions and circumstances, ranging from minor to severe, temporary or permanent disability, paralysis, eye injury, heat stroke, heart attack, death, and property damage or loss. I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in the Event.

INITIAL _____

I certify that I am not, and on the dates of the Event will not be, under the influence of alcohol, any illegal drug, or any medicinal drug(s) that would in any way impair my ability to safely participate in the Event. I certify and warrant that I am in good physical condition and am able to participate in the Event and any and all activities or events related thereto, and do agree to do so at my own risk.

INITIAL _____

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND WAIVER AND KNOW THE CONTENTS THEREOF AND HAVE SIGNED THIS RELEASE AND WAIVER AS MY OWN FREE ACT.

INITIAL _____

I expressly agree that this Release and Waiver is intended to be as broad and as inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding continue in full force and effect.

INITIAL _____

I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE TOWN OF PONCE INLET AND ITS AGENTS, OFFICERS AND EMPLOYEES from any and all expenses incurred and claims made that relate to my participation in the Event. I hereby agree to indemnify, defend, and hold harmless THE TOWN OF PONCE INLET AND ITS AGENTS, OFFICERS AND EMPLOYEES from any and all expenses incurred and all claims made by myself or others (including but not limited to court

costs, attorneys' fees and litigation expenses) that arise out of or result directly or indirectly from my participation in the Event, my failure to follow any rules or directions, and/or any of my actions or inactions which cause injury or damage to myself or any other person or property.

INITIAL _____

I understand that this agreement to indemnify, defend and hold harmless operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

INITIAL _____

I understand and agree that this Waiver is intended to be as broad and inclusive as is permitted by the State of Florida, and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Waiver and does not affect the validity and enforceability of any remaining provisions.

INITIAL _____

This Release and Waiver contains the entire agreement between the Undersigned and the Town of Ponce Inlet and the terms of this Release and Waiver are contractual and not a mere recital.

INITIAL _____

In Witness Whereof, I have executed with Release and Waiver on _____ of _____, 2015.

BY:

(Signature of Participant)

BY: Parent/Guardian _____
Parent/Guardian _____
(Signature of **BOTH** Parents/Legal Guardian of Participant if under 18 years old)