



City of Venice  
Planning & Zoning Department

MEMORANDUM

To: Edward Lavalley, City Manager *EL 3/3/17*  
From: Roger Clark, Senior Planner *RC 3/3/17*  
Date: March 3, 2017  
Re: City Council March 14<sup>th</sup> Agenda Item Request for Special Event  
Venice Mainstreet, Venice Seafood Festival on May 6<sup>th</sup>-7<sup>th</sup>, 2017

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**Request**

Venice Mainstreet (VMS) has approached the city with a proposal for a Venice Seafood Festival event from 10AM-8PM on Saturday and Sunday, May 6<sup>th</sup>-7<sup>th</sup>, in the southern portion of Centennial Park as depicted on the attached site plan. Approximately 60± parking spaces in the park will remain open throughout the weekend. The proposed event area will be closed after midnight on Thursday, May 4<sup>th</sup> and setup will begin Friday morning. A stage, tents, portable restrooms, and other associated items will be installed in the festival area. Bands will begin at 12:30 on both days and continue until 8PM. City staff has worked at length with Venice Mainstreet to ensure the participation of local city businesses and VMS has included an evaluation process based on priorities identified in there event narrative. VMS will also notify the surrounding residents and businesses prior to the event.

All required documentation and applications have been submitted to the city and reviewed by the appropriate staff. Police and Public Works have confirmed their ability to provide the services necessary to secure the area. In addition to required permits, the applicant has executed the City's event agreement confirming all responsibilities and expectations associated with the event. Appropriate insurance documentation will be provided and confirmed. The applicant has agreed to pay all costs for the event and not seek any city sponsorship. This is a new event and requires City Council approval.

**Requested Action**

The applicant respectfully requests City Council approval of this special event.

Attachments: Narrative & Time Line  
Site Plan  
Notice to Surrounding Properties  
Event Agreement  
VPD Security Plan

## **Venice Seafood Festival 2017**

### **Venice MainStreet**

#### **Narrative**

The Venice Seafood Festival is a first time event hosted by Venice MainStreet. This event is in response to recent requests for more family friendly events for the locals to enjoy outside the traditional busy season. This will be a free music and seafood festival held in Centennial Park. The purpose of this event is to highlight local Venice restaurateurs.

Vendors wanting to participate will be evaluated based on the following priorities: 1. Venice MainStreet Partners 2. Venice Farmer's Market vendors 3. City of Venice businesses 4. Just outside the City of Venice (ex: British Open Pub, Captain Eddies) 5. Others (to fill any necessary gaps)

The event will be May 6<sup>th</sup> and 7<sup>th</sup>, 2017. The event times are 10-8pm both days. The event will use a portion of the parking lot of Centennial Park. An additional 8 parking spaces along Nokomis Ave will be closed for the dumpster and portolets. About 66 open spaces available to the public in Centennial Park. Easter is April 16, 2017, after this date business drops dramatically in our downtown area. Businesses will see a nice boost in sales during the festival weekend.

At 12am (midnight) May 4<sup>th</sup>, public works will close off a portion of the parking lot of Centennial Park. Portolets, stage, tents, ice trailer, beer truck, vendors, and possible amusement company will begin setup in Centennial Park in the morning of May 5<sup>th</sup>. Public Works will drop off trash and recycle dumpsters and recycling cans. Vendors will have their own source of electric from generators. VMS will use a local company to tap and meter an electric pole in Centennial Park for those vendors requiring additional electric services. Metered water connection will be used at Nokomis Ave and Tampa Ave. Some vendors will have tents larger than 10x10ft, requiring permits through the city. The festival will open at 10am on Saturday May 6<sup>th</sup>. Live music will start on the stage at 12:30pm Saturday. Music will stop at 8pm on Saturday. Everything will remain setup in Centennial Park that night with overnight security. The festival will open back up for the second day at 10am Sunday May 7<sup>th</sup>.

Live music will start again at 12:30pm and we will have live bands until 8pm. At 8pm the festival will close to the public. Vendors, crew, stage crew, will commence tear down. Tear down will take four hours. Professional cleanup crews will clean the park. The parking lot will be open again at 1am Monday May 8<sup>th</sup>.

#### **Parking**

Parking will be available on site on the other portion of Centennial Park. Vendors will use parking offsite. All other public lots will be open around downtown for parking.

## **Venice Seafood Festival 2017**

**Saturday May 6<sup>th</sup> and Sunday May 7<sup>th</sup>, 2017 10am-8pm**

### **Thursday May 4<sup>th</sup>**

**12:00am** Portion of Centennial Park parking lot and 8 parking spaces along Nokomis Ave close

### **Friday May 5<sup>th</sup>**

**10:00am** Stage and sound set up, rentals and tents set up, portolets and dumpsters dropped off

**5:00pm** 2-person local, private, bonded and insured overnight security detail arrives

### **Saturday May 6<sup>th</sup>**

**5:00am-8:00am** Vendors set up

**9:00am** All vehicles removed from event area to designated off-site parking.

**10:00am** Event opens to the public

**12:30pm** First Band Starts

**7:00pm** 2-person local, private, bonded and insured overnight security detail arrives

**8:00pm** Last band ends

**8:00pm** Day 1 festival closes

### **Sunday May 7<sup>th</sup>**

**5:00am** Vendors onsite

**10:00am** Event opens to the public

**12:30pm** First band kicks off

**8:00pm** Last band ends

**8:00pm** Festival closes

**8:00pm** Tear down begins

**8:30pm** Cleaning crews commence trash pickup and parking lot cleaning

**11:00pm** Final walkthrough of park

**1:00 am** Barricades are taken down and parking lot opens back up

**Contact: Nick Sperry Office: 941-484-6722 Call: 941-960-3769**





**Legend:**

- Barricades
- Portolets
- Dumpsters
- Stage



Tables & chairs

Food vendors

Other vendors & activites



101 W Venice Ave Ste 23 • Venice, FL 34285 • 941.484.6722 • [www.VisitVeniceFL.org](http://www.VisitVeniceFL.org)

*Executive Director* Erin Silk  
*President* Bill Willson  
*Vice President* Rod Nafziger  
*Secretary* Sarah Gilbert  
*Treasurer* Tracy Silver

*Directors* Greg Watkins  
Andy Britton  
Laurie Colton  
Craig Flormann  
Deb Peters  
Carolyn Redlin  
Nick Flerlage

You're invited to celebrate fresh seafood in Venice at the Venice Seafood Festival, a Venice MainStreet Lovin' Our Locals event.

**Details:** On May 6 and 7, 2017 a portion of the Centennial Park parking lot will host fresh seafood, live music and vendors. With a stage, vendors, beer and drinks. Bands will play 12:30-8pm. This is a free event. Parking is available in all public lots, as well as parking in the open parts of Centennial Park.

**Barricades will block:** The southern portion of the parking lot in Centennial Park. Traffic will still flow through the parking lot with about 66 parking spots available to the public. An additional 8 parking spaces along Nokomis Ave will be closed for the dumpster, event trailer, and portolets.

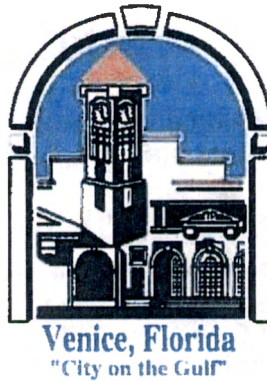
Public Works will place signs saying no parking after a certain time on May 4<sup>th</sup>. Barricades will be placed at 12am (midnight) on May 4<sup>th</sup>. The parking lot will reopen at 1am Monday, May 8<sup>th</sup>.

Join us at this free event to celebrate Venice and its local community!

Should you have any questions, please do not hesitate to contact me at 941.484.6722 or via email at [erin@venicemainstreet.com](mailto:erin@venicemainstreet.com).

Sincerely,

Erin Silk  
Executive Director



**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.

To be valid, this Agreement must be signed, returned and be in the possession of the City Manager's Office by 3/6 20 17, 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 Venice Main Street, a 501C3 whose address is 101 W. Venice Ave. Venice FL 34285 (hereinafter the "Event Holder").

Project Number \_\_\_\_\_

Control Number \_\_\_\_\_



**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 May 6-7 2017, for the purpose of Venice Seafood Festival conducting" The Event at Centennial Park 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 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 cancellation.
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 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).

☐ Deposit required

☒ Deposit not required

3. (a) It is agreed that a deposit of \$ 0 for the Event period shall be used by the City toward any reasonable and necessary costs incurred by the City as a result of said Event, including the providing of Fire protection, Public Works, and for any other purposes that the City deems reasonably proper or necessary that pertain to the Event. The Event Holder also agrees to pay for the stationing of Fire Fighters, as needed, on each day of the Event. The City retains the right to increase or decrease manpower assignments as dictated by crowd influx and other public safety factors, such decision to be made by the City Manager or appointed designee. In case of an emergency, as determined by the City Manager or the appointed designee, the Event Holder shall pay all reasonable, additional costs incurred in the hiring of extra personnel. *All of the above cost conditions apply;*

*unless otherwise stated as a Special Condition. (See Appendix "A: Other Resources/Stipulations").*

(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 any 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 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.
9. 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
10. 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.**

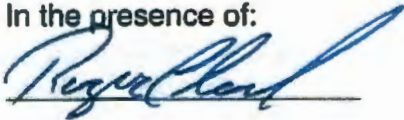
11. The Event Holder agrees and attests to the special Conditions and Event details attached as Appendix "A" along with other Event details including but not limited to an Event narrative, timeline and site plan.

**IN WITNESS WHEREOF**, the City has caused these presents and another of like tenor to be signed and its corporate seal to be hereunto affixed by the Mayor, duly authorized hereunto, and the Event Holder has hereunto caused his Officers, thereunto so duly authorized, to set their hands and corporate seals on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

In the presence of:

\_\_\_\_\_

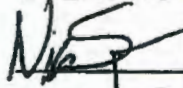
In the presence of:



CITY OF VENICE, FLORIDA

\_\_\_\_\_  
Mayor

EVENT HOLDER

  
\_\_\_\_\_  
Event & Partnership Coordinator  
Title

## APPENDIX "A"

### EVENT INFORMATION

Title of Event: Venice Seafood Festival  
Purpose of Event: Local Seafood Festival Community Event  
Event date/time: May 6-7, 2017 10-8pm both days  
Event Location: Centennial Park  
Event holder/contact information: Venice Main Street Erin Silke & Nick Sperry  
(443) 472-8916 941-960-3769  
Description 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.*

### GENERAL SPECIAL EVENT PERMIT CONDITIONS

If applicable, as indicated by checkmark and noted herein, the following conditions, stipulations and safeguards shall be adhered to:

- ☒ A state liquor license shall be obtained and a copy shall be provided to the City.
- ☒ A security plan approved by the Venice Police Chief or his designee must be provided. (Upon City of Venice Police Chief approval, security can be provided by either City of Venice Police or Sarasota County Sheriff – generally charges for either are \$35/hr. with a 3 hour minimum.)
- ☒ 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.
- ☒ 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.
- ☒ The Event Holder shall be on-site and available via cell phone during set-up and event operating hours, each day of the event.
  - 1) Event signage may be erected one week prior to the event and shall be removed within 24 hours of event conclusion.
  - 2) Event Holder shall coordinate with a designated City staff person on Event set-up and tear down.
- ☒ 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**

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.


## **FEES & CHARGES**

The Special Event identified above is subject to the following estimated fees and charges (indicate cost for each or NA)

Other Department Staffing	\$ <u>NA</u>
Solid Waste & Recycling	\$ <u>547.00</u>
Fire Department Staffing	\$ <u>NA</u>
Equipment Rental	\$ <u>NA</u>
Misc. (cleanup services, etc.)	\$ <u>NA</u>
Festival Grounds Fees (i.e. facility, cleanup)	\$ <u>NA</u>

Costs for water and electric will be billed separately based on usage.

**Total Extended Cost** \$ 547.00

Event Holder Signature:  Date: 3/3/17  
(read and understood)

# CITY OF VENICE POLICE DEPARTMENT

TOM MATTMULLER \* Chief

TO: Special Event Officers

FROM: Captain Rose

DATE: February 28, 2017

SUBJECT: Special Event: 2017 Venice Seafood Festival

Uniform: Summer Uniform and traffic vest

Supervisor: To be determined

Event Date: Saturday 5/6/2017 and Sunday 5/7/17

Start Times: 1000-2000 hours

Event Location: Centennial Park.

Contact: Event Coordinator Nick Perry Venice Mainstreet cell 941-960-3769.

Estimated Participants: 1500-2000

Parking: Downtown

Road Closure: None

Radio: The event officers will be using Channel A2.

Event Assignments:

Saturday (2) Officers work crowd control from 10am until 8pm

Sunday (2) Officers work crowd control from 10am until 8pm and 1 officer remains until 930pm

Cost: 40 hours X 35.00= 1452.50

CC:

Chief Mattmuller

Accreditation

Records