

MEMORANDUM

Date: December 3, 2019

To: Honorable Mayor and City

From: Paul Davis, Parks and Recreation Director

Through: Chuck Lindsey, City Manager

Subject: Parks and Recreation Monthly Report

PARKS AND RECREATION REPORT

October – November 2019

OCTOBER - NOVEMBER 2019

Special Events

Halloween Haunt and Treat Fest - We had our first annual Halloween Haunt and Treat Fest at the Oceanfront Park on October 5, 2019. It was a huge success with the kids and adults. There were anywhere between 700 to 1000 people who attended this event. Local businesses and community organizations participated by creating scare zones along the haunted trail and provided treats for the guest.

Coral Head Music Festival – This was the first large event to use the resurfaced fields. The set-up went smooth as expected. There was no major wear and tear on the fields. There were some brown spots on the grass due to objects (barrels, center block, port-a-johns, etc.) on the field during and after the event. A tent truck when exiting the field damaged a light box on one of the light poles. The event organizer was made aware of the incident and is working with the company to replace the electric box. The fields were closed for 3 days to fertilize and water the grass and give it time to breath after the event. The majority of the brown spots disappeared.

City of Marathon 20th Year Celebration – the 20th Year City Birthday Celebration was held November 2, 2019. There was a huge turnout from the community. Many local businesses and community organizations volunteered their time to make this event special. There was a beautiful fireworks display at dusk. Former City Council members were recognized and thanked for their service in helping incorporate the City of Marathon. There was anywhere between 800 – 1000 guest to attend this event. This was the second large event to use the fields. There was no major damage to the grass surface. The park was closed for two days to give it time to breathe and recuperate from the event.

Taste of the Islands – BPW held their Taste of the Island event on Sunday, November 10, 2019 from 11:00 a.m. to 5:00 p.m. This event was the largest of any event we have had on the fields so far. There were numerous vendors on both fields (merchandise and food/beverage) and music entertainers on the stage. BPW did have volunteers to escort vehicles onto the field, but some of the vendors were entering through the wrong gate to come onto the fields. The BPW volunteers did speak with those vendors about entering through the wrong entrance. There was a large turnout for their event and there was no significant damage to the fields. The tent company whom set-up the tents did not finish taking down their tents until late that night (9:30 p.m.), which caused me to have a staff member stay later to make sure everything was removed from the field without any damage.

Holiday Lights – we had our annual Holiday Lighting at Community Park on Sunday, December 1, 2019. There was a huge turnout (250-300 people) with lots of treats and drinks. Vice Mayor Gonzalez, escorted Santa and Ms. Claus to their seats to take pictures and handed out goodie bags to the kids. Mr. Marathon Mike Puto did the countdown for the lighting of the lights. We decided to add more lighting at Jesse Hobbs and Rotary Park.

OPERATIONAL

Youth Basketball – we started early registration for the upcoming youth basketball (ages 7-14) season the first week in October and ended registration on November 1st. Jaymie Robinson created a PowerPoint presentation for the coaches to discuss the new rules and regulations for this upcoming season. We conducted basketball evaluations on November 5 and 6th for all age groups. We had our first parent meeting with all the parents who kids are participating in our youth basketball program. We had a huge turnout (50-60 people) for the meeting. We showed the PowerPoint presentation and had a question and answer period for the parents. Our goal was to explain how the program is going to operate this year, so everyone will know what is going on and to provide parents an opportunity to discuss any questions or concerns they may have about the program. We received many compliments for having this meeting.

Home School PE – we are continuing with our Home School PE class on Tuesday. We have 60 students ages 5-18 years of age signed up. We are using three staff members to run this program since the numbers have increased.

AYSO Soccer – the AYSO soccer program ended their season on Saturday, November 16, 2019. The fields held up pretty good. The smaller field showed the most wear mainly in the goalie areas. There was some browning areas because of the soccer goals not being moved on a daily basis. This was discussed with AYSO and next year the nets will be moved daily to lessen the browning those areas.

MHS Soccer – the MHS high school soccer team will be using the soccer fields until the first week in January. They practice Monday – Thursday from 3:30 to 5:30 p.m. The grass has been handling the daily wear and tear without any major issues.

Pickle Ball – There was a large number of people requesting the addition of pickle ball at the community park. We currently do not have a pickle ball court at the Community Park, but we have been able to modify the tennis courts with painter’s tape to create pickle ball courts. We also purchased portable pickle ball nets to provide more games to be played at one time without interfering with others playing tennis.

Manhunt – Recreation Specialist Genesis Villatoro came up with the idea to have a Manhunt game at the Community Park. Thirty 30 participants came out for the event between the ages of 8 – 17. The game was a huge hit with the group of participants. Prizes were given to winners of the game. Being that this was our first attempt at the Manhunt game; we learned what we can do to make the game better for all ages. We will be hosting another Manhunt game in January.

Thanksgiving Camp – We had our Thanksgiving camp from Monday, November 24 to Wednesday, November 27, 2019. We had 29 kids who attended the 3-day camp. All three days the kids went on field trips to various locations in Key West and Islamorada.

Dear Applicant:

Thank you for your interest in having your event at our beautiful City of Marathon Community Park. We are excited to have you and look forward to working with you to produce a successful event.

In order to assist you in obtaining the necessary permits and services, it is essential that you complete the attached Special Event Application and return it to the Parks and Recreation main office, **200 36th Street, Marathon, FL 33050**. You may also scan and email your application to parks@ci.marathon.fl.us. Applications are due a minimum of 30 days prior to your scheduled event.

Please note that all special event applications must be approved by the City Council at one of their regularly scheduled meetings. Your event date and time are not secure until you receive that approval. The Parks and Recreation department will contact the applicant in order to review the application details and needs for the event.

- Incomplete applications will not be accepted. Please do not submit the application until you are able to provide all requested information on the application.
- Application fee of **\$0 (processing)** must be submitted before the application will be considered.
- We encourage you to call the Parks and Recreation department office (305)743-6598 if you have any questions before submitting your application.
- The applicant is responsible for obtaining all necessary permits, providing required insurance documents, and signing an event agreement.
- The City of Marathon reserves the right to revoke this application at any time for non-compliance of applicable codes and/or unsafe conditions or acts.
- Applicant must provide letters of approval/coordination from the following:
 - City of Marathon Fire Rescue
 - Monroe County Sheriff's Office
 - Marathon Garbage Services
 - Permit for the sale alcoholic beverages from State of Florida
 - Port-a-johns confirmation (copy of receipt)
- Applicant must be ready to provide site plan with the following information (if applicable):
 - Plan for parking / traffic management
 - Plan for signage
 - Plan for waste disposal
 - Plan for restroom access (including handicap accessibility)
 - List of all participating vendors and locations for each (food/beverages, merchandise, information)
 - List of volunteers with schedule shifts before, during, and after event
 - Plan for security
 - Plan for sale or distribution of alcohol

Special Event Permit Application

Public assemblies are regulated by Chapter 18, Article II, Division 2 – Public Assembly Permits. A public assembly is defined as an outdoor gathering in temporary structures, by individuals of the general public, with or without admission fees, when anticipated daily attendance is expected to exceed 250 people per day, and which occurs on more than one day per calendar month.

Event Name and Organization:

Address: City, State, and Zip:

Phone: Email Address: Fax:

Event Coordinator Name: Will be on site? Yes No

Title: Cell: Email address:

Additional Contact Name: will be on site? Yes No

Title: Cell: Email address:

Type of Event: For Profit Non-profit Private

Purpose of event (check one): Fundraiser Awareness Recreation Other

Expected number of participants: Spectators: Total anticipated attendance:

Has this event been held in the past?

If yes, please list past dates and attendance:

Event Location: (fields/amphitheater/both)

Set-up Date(s): Set-up Times: Clean Up Date/Times:

Event Date(s): Event Hours (open to the public):

Admission Cost: If yes, how much? \$

STREET CLOSURE

In most cases the Monroe County Sheriff’s Office will be required to facilitate the closure. The number of officers will depend on the location, type and nature of the closure. The applicant is responsible for hiring the officers and a separate contract will be issued for their service. In some cases, adult volunteers must be stationed at each closure point during the duration of the street closure (including set-up and tear down times – If applicable). Use of volunteers will be determined by the Monroe County Sheriff’s Department.

Will event require street closure?

Event will occupy: One Lane: Two Lanes: Half of Street: Sidewalk Only:
Start time: End Time:

PARKING PLAN

When planning your event, it is important to consider the impact your event will have on parking in the area. In some cases, a parking management plan will be required if the venue cannot accommodate the number of anticipated attendees. If parking management plan is required, you will be required to identify city owned and/or private parking lots that will be utilized for parking during your event. You must provide letters of approval for any businesses that have agreed to allow you to use their property for parking.

What locations are you planning to use for parking:

ACCESSIBILITY

As an event organizer, you are required to comply with all Federal, State, County and City ADA laws applicable to your event per the Americans Disability Act (ADA). All event venues, structures and activities shall be accessible to persons with disabilities.

You need to consider the following access as you plan your event: first aid, information center, parking, clear paths or travel (to and from, and inside the event), restrooms, seating, signage, access to vendors. If all areas are not accessible, directional signage, a map, or program must be provided to attendees indicating the location of accessible restroom, parking, etc.

ALCOHOL MANAGEMENT PLAN

If you are interested in selling or serving alcohol at your event, you will need to submit an application to the Department of Business and Professional Regulation for a permit for the dates requested for your event (include permit with your application packet).

Are you requesting permission to serve alcohol at your event?

If yes, which? (Check all that apply) Beer Wine

Will the alcohol be sold to the attendees?

Who will serve the alcohol (professional bartenders, volunteers, etc.)?

Is the event open to all ages?

The following rules apply to alcohol service or sales on City of Marathon public property:

If the alcohol area is accessible to all ages, anyone wishing to purchase or consume alcohol must present a current ID, and if that attendee is 21 years or older, they must be issued a non-transferrable wristband. All attendees must present their wristband to be served or consume alcohol.

- Servers must be 21 years of age or older
- Servers may not consume alcoholic beverages while serving.
- Attendees may be served no more than two standard drinks at a time. The City defines one standard drink size as:
 - 12 ounces of beer
 - 5 ounces of wine
- Shots are not permitted
- Alcohol cups must be paper and can be distinguishable from soda cups
- Service must end 30 minutes before the scheduled event end time.
- Non-alcoholic beverages, water and food must be available at the event.

VENDORS

There are three categories of vendors: 1) food/beverage, 2) merchandise and 3) information. Business of Operations Tax (BOT) certificate is required for vendors who wish to sell, expose for sale, or offer for any sale and food/beverage or merchandise in the City of Marathon. You should require each vendor to provide you, the event organizer, with a copy of their BOT (if applicable) and general liability insurance.

Food available for purchase:

Does your event include food vendors: If yes, how many?

Does your event include food trucks? If yes, how many?

Will any of the food vendors or food trucks be cooking or heating food on-site?

If yes, how many?

What method will be used? Gas Electric Charcoal

Food Vendors

According to the City of Marathon Fire Rescue the following are required by all food vendors participating in your event:

- Must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (tag showing inspection within 1 year of event date).
- Vendor deep frying, in addition to the ABC extinguisher, must also have a K-Class extinguisher currently certified and tagged by a licensed extinguisher company.
- Temporary vendor tents or canopies used for cooking or assembly must be fire retardant certified in accordance with NFPA 101, Sec. 10.3.1.
- Concession trailers that are cooking food that produces grease laden vapors will also be required to have a hood and suppression system installed in accordance with NAPA 96.
- The Department of Business and Professional Regulation will inspect vendors prior to opening for business. Event staff will coordinate the overall inspection time.
 - Exceptions:
 - Non-profit organizations. The vendor must have a State of Florida Tax Exempt Certificate, issued in the name of the vendor on site.
 - Vendors selling food items not prepared on site, i.e. pre-packaged.
- Concession stands utilized for cooking shall have a minimum of 10ft of clearance on two sides.
- No fuel containers are allowed on the premises.

What is your plan for disposing of grease, charcoal and/or waste water?

Does your event include merchandise vendors?

If yes, how many?

Does your event include information vendors?

If yes, how many?

Merchandise and Information Vendors

According to the City of Marathon Fire Rescue the following are required by all non-food vendors participating in your event:

- A 12 ft. clear area must be maintained in front of each vendor site. This clear area will allow for the passage of emergency response vehicles.
- Temporary electrical cords and hoses will not cross any street and where crossing sidewalks, will be protected and pose no trip hazard. All electric will be GFCI protected. NFPA 70
- Generators will be located to the rear of a vendor space, have a fire extinguisher and be sound deadened.
- Must have a minimum of a 2A-10BC fire extinguisher currently certified and tagged by a licensed extinguisher company (tag showing inspection within 1 year of event date).

Will any items or services sold at your event present any unique liability issues (massages, tattooing, piercing, ax throwing, etc.)?

If yes, explain:

Electricity needed for the event:

* Electricity will be available in designated areas.

Entertainment:

If yes, what type of entertainment will be there?

Any notable performers?

Will your event include amplified sound?

If yes, what days and times are you requesting amplified sound?

Days (Please circle): MON TUES WED THUR FRI SAT SUN

Start Time:

End Time:

Describe the sound equipment that will be used at the event:

Will your event include the installation of stages or platforms?

If yes, how many stages or platforms?

Does your event require fencing or barricades?

*Include proposed fencing/barricade in your site plan proposal.

WASTE MANAGEMENT/RECYCLING

You are responsible for properly disposing of all waste and garbage throughout the term of your event. Immediately upon conclusion of the event, the area must be returned to a clean condition. Should you fail to perform adequate cleanup or damage occurs to the City property, your initial deposit for damage, clean-up will be used to cover the cost for the clean-up, damage, etc. caused.

Trash containers will be available for use during the event. It is the event organizer responsibility to make sure the trash containers are emptied throughout and at the conclusion of the event.

Will the event encourage Recycling and Sustainability?

Applicant will need an approval letter from recycling and waste management company Marathon Garbage (305)743-5165).

RESTROOMS

You are required to provide restroom accommodations for event attendees. The City of Marathon recommends portable toilet (port-a-johns) for anticipated attendees over 250. When portable toilets are provided, at least one toilet must be ADA accessible. The total number of portable toilets you provide should also take into consideration event duration, whether alcohol and/or food will be served, if children are attending the event and patron gender.

*** All Port-a-johns must be removed within 24 hours after the event has ended.**

TENTS/CANOPIES/TEMPORARY STRUCTURES

The standard 10x10 canopy is allowed at events without a special permit. There must be a 12 foot space between each cluster of canopies. Canopies can be grouped into groups of 8. Tents that are larger than 200 square feet and canopies that are larger than 400 square feet must be permitted and inspected by the City of Marathon Fire Department. A 12ft clear area must be maintained in front of each vendor site. Temporary vendor tents and/or canopies of 200 sf or less and without food preparation are exempt from fire retardant requirements.

***No STAKES FOR TENTS OR CANOPIES can be used. Either water weights or blocks must be used.**

Will your event include tents or canopies?

If yes, indicate the number of corresponding size (please include on site map)

SECURITY/SAFETY PLAN

You may be required to hire Monroe County Sheriff's Deputies in order to obtain your permit. The number deputies needed will depend on anticipated attendance, location of the event, presence of alcohol, history of the event, nature of event, and street closures.

If you are required to hire MCSO deputies, contact MCSO at (305)289-2430. Please attach letter of coordination with your site plan.

FIRE RESCUE/EMS:

If Fire Rescue is scheduled for the event, you must contact the Fire Department to determine the number of Fire Rescue workers are needed for the event. If the event is canceled then an event representative must call each department at least 24 hours before the event to notify them the event has been canceled.

CITY USE ONLY	
Approved: (Initial and Date)	
Parks and Recreation Director: _____	Sheriff's Dept.: _____
Public Works: _____	Fire Department: _____
Legal: _____	City Manager: _____

EVENT SET-UP AND BREAKDOWN PROCEDURES

Park staff will be onsite to monitor and provide assistance for event organizers during the event, during set-up and breakdown.

ENTRANCE / SET-UP

1. Vendor vehicles will enter from the SW side of the park near the tennis courts for setup.
2. There will be two volunteers (provided by the event organizer) at gate #1 (near baseball fields) to escort vendors on the field for set-up. (other entry gates may be available at the discretion of event organizer and park staff)
3. Only six (6) vehicles are allowed on the field at one time. (Golf carts will be available for use for set-up at the organizer's expense).
4. Vendors will exit on the southeast side (gate #4) near the amphitheater once they have dropped off their supplies.
5. Large vehicles (semi-trucks, large trailers, etc.) will be escorted to designated areas agreed upon by the event organizer and park staff for setup and during the event.
6. All vehicles must be off the field 30 minutes prior to the start of the event.

BREAKDOWN

1. Vendors need to be completely broken down before the vehicle enters the field at closing of the event.
2. Gates #1 (southwest side) and gate #2 (southeast side) will be used as exit gates after the event is complete. (other exits gates may be available at the discretion of organizer and park staff)
3. Trash cans must be emptied and taken to the dumpster (nightly) or at the conclusion of the event.
4. No one can drive on or off the field until all patrons have left the field.
5. Port-a-johns must be removed off the park grounds no later than 24 hours after the event has ended.

EVENT ITEMS AVAILABLE FOR USE

- Extension cords
- 10x20 Tents & weights
- Tables
- Small bleachers
- Chairs
- Water hose
- Trash cans
- Squares for under water barrels
- Barricades (plastic and metal)
- Recycle bins
- Cigarette butt cans

Indemnification and Hold Harmless Agreement

This Use, Indemnification and Hold Harmless Agreement (the "Agreement") dated this _____ day of _____, 20____, executed by _____ (the "Indemnitor") in favor of The City of Marathon, Florida (the "City").

WITNESSETH

WHEREAS, the Indemnitor has applied to the City for a Permit to hold an event on City property located at _____ (the "Property"); and

WHEREAS, as a condition of approval of the Permit, the Indemnitor has agreed to provide this indemnification and Hold Harmless to the City, including the insurance provisions.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and such other valuable consideration the receipt and sufficiency of which is hereby acknowledged, Indemnitor agrees:

1. Indemnification and Hold Harmless The Indemnitor covenants and agrees that it will indemnify, defend and hold harmless the City, its elected officials, its employees, agents consultants, legal counsel, and volunteers from any and all claims including bodily injury or property damage, liabilities, losses, damages, fines, costs, fees, and expenses including attorney's fees and costs (at both the trial and appellate levels) arising out of or in any way relating to the Indemnitor's activities upon the Property, including, without limitation claims of third parties for property damage or for bodily injuries and any and all expenses or obligations including reasonable attorneys' fees and costs.
2. Insurance The Indemnitor hereby represents to the City that it has obtained the required insurance naming the City as an additional insured for the minimum coverage amounts specified by the City Manager and has provided the City with a Certificate of Insurance. The Indemnitor further represents that the Insurance Certificates delivered to the City are in full force and effect and shall not be cancelled prior to the event.
3. Clean-up The Indemnitor shall be responsible for maintenance of the Property during the event period. The Indemnitor shall remove all trash and debris accumulated during the event period from the Property and shall return the Property to the Contractor in the same condition as received. If the Property is not returned in the same condition, Indemnitor agrees to pay actual costs of clean up.
4. Personal Property All personal property placed at the Property by the Indemnitor shall be at the risk of the Indemnitor and the City shall not be liable for any loss or damage to the Indemnitor's personal property located thereon for any reason whatsoever. The Indemnitor's agrees and understands that the City does not and shall not carry liability, theft or fire insurance on said property to cover the Indemnitor's interest therein.
5. Survival of Terms The hold harmless and indemnifications provided in this Agreement shall survive termination of the event.
6. Release The Indemnitor shall additionally hold harmless and release the City Manager or his designee from any claims for damages, including but not limited to economic consequential or other monetary damages suffered by the Indemnitor, in the event that the City Manager or his designee revokes the Permit or otherwise stops the event due to the Indemnitee's violations of any conditions of the Permit, applicable laws or City regulations.
7. Successors or Assigns. This Agreement shall be binding on the Indemnitor's successors, assigns or heirs and run in favor of City's successors and assigns.

IN WITNESS WHEREOF, Indemnitor has executed

This Agreement. INDEMNITOR:

Signature	Date	Signature	Date
Print Name	Print Name	Print Name	Print Name

NOTARY STATE OF _____

COUNTY OF _____

Before me, this _____ day of _____, personally appeared _____
 Who executed this foregoing instrument, and acknowledged before me that same was executed for the purposes therein expresses.

Personally Known or Produced ID: _____

 Signature of Notary Public – State of _____ My Commission Expires: _____