

**CITY OF ISHPEMING
SPECIAL EVENTS POLICY**

SPECIAL EVENT APPLICATION REQUIRED:

This Policy Statement on Special Events covers all special events in the City of Ishpeming. Any organization wishing to hold a Special Event in the City of Ishpeming will be required to complete the City of Ishpeming Special Event Application.

A special event is defined as any event where a large number of people are brought together to watch or participate. Some other characteristics of special events may include:

- Food Services,
- Alcohol Services,
- Involvement of promoters or entrepreneurs,
- Using temporary stands,
- Setting off fireworks,
- Use of temporary structures and wiring,
- Impact on traffic flows or road closures,
- Potentially creating dangers for spectators,
- Use of volunteers to carry out the event.

Examples of special events may include, but are not necessarily limited to the following: Summer festivals and concerts, races, national celebrations, sporting competitions, exhibitions, tractor pulls and demolition derbies.

A special event within the City of Ishpeming that will be conducted on the streets, parks or other public areas is required to be approved by the City Council. Applications to conduct a special event must be made in writing to the Office of the City Manager. Applications are available from the City Manager's Office and must be submitted to the City Manager's Office no later than forty-five (45) days prior to the date of the actual event.

The City of Ishpeming may hold its own special events, it may contract with one or more organizations to perform special event services, or it may jointly sponsor a special event with one or more organizations. In such cases, the City Administration and the participating organizations shall submit a special event application to the City Council which shall include a presentation of the City's financial participation and the related organizations' financial participation.

The City will provide a complete review of any special event application, including consultation with the applicant as may be reasonably necessary to resolve problems, at a flat, non-refundable fee of \$50.00 to event sponsors.

CITY SERVICES PROVIDED FOR SPECIAL EVENTS:

The City will provide support to special events on the following basis:

- A. City Operated Events: The City will operate certain special events directly and will fund the full cost of these events.
- B. Co-Sponsored events: The City will co-sponsor certain events with other organizations, When the City Council determines that the event is of general interest to the public and advances the City's public image. The City will provide financial support to these events as determined by the City Council. These events must meet the other requirements of the special events policy and must reimburse the City for any City costs in excess of the support level authorized by the City Council.
- C. Other Non-Profit Events: The City will provide up to \$250.00 in City labor and related fringe benefit costs and equipment rental charges, as well as Park/Facility Rental Fees to assist other special events operated by non-profit organizations. These events must meet the other requirements of the special event policy and must reimburse the City for any City costs in excess of this support level. Groups filing an Application as other Non-Profit Event must be able to submit a current IRS 501© (3) Statement or IRS Determination letter under an applicable IRS Section, i.e. the public schools.
- D. Other For-Profit Events: The City will allow other special events operated by for-profit Sponsors who are beneficial to the City and the public, subject to an additional Use Charge for the use of the public property which is approved for each event. In addition, these events must pay 100% of all City costs related to the event. These events must meet the other Requirements of the special event policy and must reimburse the City for any City costs In addition to the payment of the established rent. The minimum additional Use Charge shall be \$250.00 per day.
- E. The City will allow Political or Ballot issue events providing that the political party, Candidate or political organization pays 100% of all costs including a minimum facility fee of \$250.00 per day.

FEES FOR SPECIAL EVENTS:

Fees shall be charged for City services provided to Special Events as follows:

- A. Hourly Rate shall be the hourly cost for any employee working on a special event As established by the City Council. Hourly rate shall include expenses related to the employee including fringe benefits and overhead.
- B. Overtime shall be the hourly cost for any employee working on a special event during a Time period that would be considered overtime for City Payroll records, including the Actual cost for fringe benefits.

C. Attached hereto as **Exhibit A** is a detailed listing of event fees for parks and events outside of city parks.

BILLINGS FOR SPECIAL EVENTS:

Special event billings by the City shall be itemized as follows:

Employee Straight Time/Overtime	\$
Police Employee Overtime	\$
Fire Department Overtime	\$
Facility Fee	\$
Equipment Charges	\$
Purchased Materials	\$
Rented Materials	\$
Sub-Total	\$
Rent/Facility Fee	\$
Less amount of City support	\$
NET TOTAL BILLING	\$

A cash deposit, performance bond or other security acceptable to the City will be required in an amount equal to the amount estimated by the City to be billed for City Fees as described above. Arrangements for the deposit or other acceptable security are to be made by event organizers not less than five (5) working days before the start of the event. It should be noted that the fees listed are ESTIMATES ONLY, actual fees may be higher or lower.

LIABILITY INSURANCE REQUIREMENTS:

In order to comply with the City’s insurance liability carrier, the city shall require that all organizers of special events carry liability insurance with coverage of at least \$1,000,000. The organizer shall be required to provide a valid certificate of insurance naming the City of Ishpeming as an additional insured prior to the event. See Exhibit “B” attached hereto which sets forth the current language mandated by MMRMA (Michigan Municipal Risk Management Authority) the City’s insurance carrier. Minor changes to such language may be authorized by the City if previously approved by MMRMA or its authorized agent.

TRAFFIC CONTROL AND SAFETY REQUIREMENTS:

The organizer shall be responsible for complying with all traffic control and safety procedures required by the City during the event. The requirements will be indicated in the notice of approval, and additional requirements may be made by the City during the event as may be necessary for the safety of the public.

PARTICIPANT WAIVER OF LIABILITY:

The organizer shall be responsible for obtaining all signed indemnification agreements as required by the City.

RESERVATION OF ANNUAL EVENT DATES:

If an event is intended to be an annual event at regularly scheduled dates, the current year's application may include the following year's requested dates. Approval of the current year's application will include reservation of the next year's proposed dates. However, it will not constitute approval of next year's event, which must have its own timely application submitted for City approval.

WRITTEN CONFIRMATION OF CITY APPROVAL:

Upon approval of the special event application a written confirmation as to the action of the City Council will be forwarded to the individual or organization requesting the event by the City Manager's Office. This confirmation will outline any special conditions that must be met if the event is to be held. The City of Ishpeming Special Event Application form must be completed for all special events that take place on public lands or lands that are controlled by the City of Ishpeming.

EFFECTIVE DATE: January 1, 2016

Date Adopted by City Council: June 3, 2015

Revised: July 21, 2015

CITY OF ISHPEMING

SPECIAL EVENT APPLICATION

Please complete this application and return it to the City Manager's Office at least 45 calendar days prior to the starting date of the event.

Organization's Name _____ Phone _____

Organization Address _____

Organization's Agent _____ Phone _____

Agent's Title _____

Agent's Address _____

Event Name _____

Event purpose _____

Event Dates _____

Event Times _____

Event Location _____

1. Type of Event:

- City Operated Event Co-Sponsored Event
- Other Non-Profit Event Other For-Profit Event
- Political or Ballot Issue Event

2. Annual Event: Is this event expected to occur next year? [YES] [NO]

If yes, you can reserve a date for next year with this application. To reserve dates for next year, please provide the following information:

Normal Event Schedule _____

Next year's Specific Dates: _____

3. An Event Map [Is] [Is Not] attached. If your event will use streets and/or sidewalks (for a parade, run, etc.) or will use multiple locations, please attach a complete map showing the assembly and dispersal locations and the route plan. Also please show any streets or parking lots that you are requesting to be blocked off.

4. Vendors: Food Concessions? [Yes] [No] Other vendors? [Yes] [No]

5. Event signs: Will this event include the use of signs? [Yes] [No]

6. Other Requests: _____

7. CERTIFICATION AND SIGNATURE: I understand and agree on behalf of the sponsoring organization that:

a. A certificate of Insurance must be provided which names the City of Ishpeming as an additional named insured party on the policy.

b. Event organizers and participants will be required to sign Indemnification Agreement forms.

c. All food vendors must be approved by the Marquette County Health Department and each food vendor must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

d. All liquor vendors must obtain a liquor license for the event which must be approved by the Michigan Liquor Control Commission and must provide the City with a Certificate of Insurance which names the City as an additional named insured on the policy.

e. The approval of this special event may include additional requirements based on the City's review of this application in accordance with the City's Special Event Policy. The event will be operated in conformance with the written confirmation of approval.

f. The organization will provide a security deposit for the estimated fees as may be required by the City and will promptly pay any billing for City services which may be rendered.

As the duly authorized agent of the organization, I hereby apply for approval of this Special Event, affirm the above understandings, and agree that my sponsoring organization will comply with the City's Special Event Policy, the terms of the Written Confirmation of Approval, and all other City requirements, ordinance and other laws which apply to this Special Event.

Date

Signature of Organization's Agent

Return this Application at least forty-five (45) days prior to the first day of the event to:

City Manager's Office
City Hall
E. Division Street
Ishpeming, Michigan 49849



EXHIBIT A

2018 EVENT FEES

PARKS

I. Large Events

A. A large event is defined as any event that utilizes a significant portion of any park, such that the park may not be used as normal. Activities may include road closures or prohibiting general access or park use in the event area. A large event may or may not require admission costs to enter the event area. (Note that any cleanup bond referred to in this Fees structure is reimbursable upon satisfactory cleanup of rented premises.)

- Fee: \$450 (minimum)
- Cleanup bond: \$250
- Additional fees may apply based on City equipment required. (Signage, barricades, dump truck, etc.)

II. Cross Country Ski Races

- A. Time and materials based on actual effort spent, plus any facilities used (per facility rental fee structure.) Minimum fee: Large event fee and cleanup bond, as indicated above, or
- B. Daily trail pass per competitor/day of competition/practice, plus any facilities used (per facility rental fee structure.) Minimum fee: Large event fee and cleanup bond, as indicated above.

III. Facility Rental Fees (as adopted by City Council annually)

A. Al Quaal/Teal Lake Lodge

	<u>Resident</u>	<u>Non-Resident</u>
1. Rental Rate:	\$110/day	\$165/day
2. Cleanup Bond:	\$100/reservation	\$100/reservation
3. Large Events:	Per Section I above.	

B. Al Quaal Pavilion/Ballfield

1. First Two Hours:	\$60	\$85
2. Each Additional Hour:	\$10	\$15
3. Cleanup Bond:	\$100	\$100
4. Large Events:	Per Section I above.	

C. Lake Bancroft Gazebo

1. Rental Rate:	\$60	\$85
2. Cleanup Bond:	\$100	\$100
3. Large Events:	Per Section I above.	

- IV. Ballfield Fees (Playgrounds, Mather A)
 - A. Adult League Fees: \$350.00/team
 - B. Little League: \$1600.00/year
 - C. Tournaments/Concessions: \$200.00/field/event
\$250.00/field/event (after September 1)
\$100.00 cleanup bond
 - D. Field Usage (non-league): \$30.00/2 hour slot

EVENTS OUTSIDE CITY PARKS

- I. Road Closures/Detours
 - A. Large events per Section I of PARKS (above.)
 - B. Small events on a Time and Materials basis per rental structure indicated below.
 - C. Events requiring MDOT permit shall pay a \$100 non-reimbursable fee to cover administrative costs for permit application.

Equipment Rental Structure

(All deposits shall be reimbursed upon return of equipment in good condition. Rental availability is first come, first serve. DPW operations shall always have precedence.)

Garbage Cans	\$5/can/day (includes garbage bags)
Picnic Tables	\$10/table/day
Tents	\$100/section/event (limited availability)
Cones	\$5/cone/day (deposit)
Barrels	\$25/barrel/day (deposit)
City Barricade	\$10/barricade/day
Type III Barricade	\$50/barricade/day
Detour/Closure Signs	\$25/sign/day
Additional Materials	Actual cost
Dump Truck	\$100/day (plus tipping fees if used for large event garbage collection)
Setup/Teardown	\$100/hour, minimum 2 hours/event
Overtime	Actual cost, including labor, fringes, equipment and materials (applies to all requests for assistance outside DPW working hours.)
All other Equip.	Per DPW equipment rental rate structure
Snow Moving	Actual cost, including labor, fringes, equipment and materials.

Exhibit B

INDEMNIFICATION AND INSURANCE AGREEMENT

The _____ agree(s) to defend, indemnify and hold harmless the City of Ishpeming, from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the _____ by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the City of Ishpeming or by third parties, or by the agents, servants, employees or factors of any of them.

It is further understood and agreed that the City of Ishpeming, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers shall be an Additional insured on the organization’s liability insurance policy. It is further understood and agreed that by naming the City of Ishpeming as an additional insured, coverage afforded is considered to be primary and any other insurance the City of Ishpeming may have in effect shall be considered secondary and/or excess.

It is further understood and agreed that the organization’s liability insurance policy shall be Comprehensive General Liability including contractual coverage with limits in an amount of at least One Million (\$1,000,000) Dollars per occurrence, One Million (\$1,000,000) Dollars aggregate bodily injury and One Million (\$1,000,000) Dollars aggregate property damage or One Million (\$1,000,000) Dollars Combined Single Limit.

It is further understood and agreed that the Certificate of Insurance shall be delivered to the City of Ishpeming, Office of the City Manager, at least forty-five (45) days prior to the scheduled event. In the event that the organization fails to comply with this requirement, the City of Ishpeming will take reasonable steps as may be necessary to advise the organization and the general public that the event will not occur.

Signature: _____

Date: _____

Witness: _____