

Parks  
+ Rec  
8-18-14

14-1645

**NOTICE: This application must be on file in the City Clerk's Office a minimum of 30 days prior to the date of the event. Your Certificate of Insurance must be on file in the City Clerk's Office a minimum of 10 days prior to the date of the event.**

**SPECIAL EVENTS APPLICATION FORM**

- 1. Name/Description of Event: Picnic
- 2. Date of Event: 8/2/15 If multiple days, Start Date: 8/2/15 End Date: 8/2/15
- 3. Time Event will start to form: 10:00 AM Actual Start Time: 12:00 PM Finish Time: 3 AM/PM
- 4. Name and complete address of Organization/Individual organizing the Event:

Anshe Poale Zedek Synagogue Sisterhood  
Name of organization, if applicable

Telephone # (920) 68-23623

Karen Rotter  
Name (first, middle, and last) of individual organizing the Event

Business # ( ) -

851 No. 5th St.  
Street Address

Date of Birth  / /  
of organizing individual

Manitowoc, Wis. 54220  
City, State, ZIP

Is the sponsoring organization a 501(c)(3) organization?  Yes  No

5. Email address of organizer: N/A

6. Location of the Event: Please attach a detailed map or diagram of your event. Also, please indicate the direction of the route, if any, including all turns and the number of traffic lanes to be used.

Will the event be held in a Manitowoc park or utilize any park facilities?  Yes  No Which park? Lincoln

Have you reserved the park for this purpose?  Yes  No If no, please contact the Parks Department at (920) 686-3580.

Does the event require streets to be closed?  Yes  No If yes, which street(s):

Will the event be held indoors?  Yes  No If yes, what building? Cabin #1  
Building Name & Street Address

7. Tell us about your Event:

Will food be prepared and/or served at the event?  Yes  No

You are responsible for obtaining any necessary permits for food from the Manitowoc County Health Department.

Will you be having a band or amplified music?  Yes  No

What is the estimated attendance at your event, including observers? 75

How many vendors will be at your event? none How many vehicles? 25

Do you require any special parking restrictions?  Yes  No If yes, what type, when, and where:

**RECEIVED**  
AUG 11 2014  
**DEPT. OF PUBLIC WORKS**

Will any of the following services be required?  Barricades  Clean-up  Street-sweeping  
For help defining your parking, clean-up, and barricade needs, please contact the Department of Public Works at (920) 686-6550.

Will a tent or any other temporary structures be erected?  Yes  No

Will any fireworks or pyrotechnic devices be used during the event?  Yes  No  
Contact the Fire Department at (920) 686-6540 to secure the proper permits for firework usage.

What toilet facilities will be made available to your participants?  Indoor  Outdoor  
Please describe the toilet facilities that will be provided, including their locations and the number of units: 2

Will alcoholic beverages be served/sold?  Yes  No If yes, a "Special Class B" license will allow sale/service of beer and/or wine.  
Please contact the City Clerk's Office at (920) 686-6950 to obtain a license.

### 8. Safety and Security for Your Event:

Do you have the correct level of insurance for your specific event?  Yes  No Not needed  
Please see the Special Events Insurance Form to ensure you have the proper coverage. You must submit the insurance certificate to the City Clerk's Office at least 10 days before your event.

Designated contact person for the event:

Karen Rotter (920) 684-8394 (920) 684-8394  
Name of Day-of coordinator Phone # before event Phone # the day of the event

Is security needed for this event?  Yes  No

\_\_\_\_\_  
Name of Security Coordinator ( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
Phone # before event Phone # the day of the event

Do you have a plan in place to deal with medical emergencies that may occur during your event?  Yes  No

9. **Fees & Reimbursement:** The standard fees for equipment rental and licenses will apply. The City may also require reimbursement for extraordinary expenses for your event. To request a waiver of the extraordinary expenses, please submit a letter detailing your request.

### 10. Legal Notice

I understand the filing of this application does not ensure approval of a Special Event. I also understand that all Special Event organizers and participants must comply with all applicable City ordinances, traffic rules, park rules, state health laws, fire codes, and liquor licensing regulations. Fees for park facilities, liquor licenses, tent and fireworks permits, and other necessary licenses and permits are in addition to the fees submitted for the Special Events Application. I further understand that an incomplete application may be cause for the denial of the event.

The undersigned agrees to indemnify and hold the City of Manitowoc harmless for any and all damage claims or personal injury claims occurring during this event. It is further agreed that all personal property of any kind brought on the premises shall be at the sole risk of the undersigned, and that the City of Manitowoc shall not be liable for any injury, loss or damage to said property or injury to any persons on the premises. The undersigned agrees to be responsible for any damage caused to said facility or equipment by mischief or negligence. By signing, I acknowledge that I have authority to bind the sponsoring organization and acknowledge that I have received, read and understand the Special Events Policy and agree to be bound by all requirements as stated in the Special Events Policy and it is hereby incorporated by reference into this signed agreement.

Signature of Applicant: Judy Sigman Date: 8/11/14

COMMITTEE RECOMMENDATION: \_\_\_\_\_ DATE: \_\_\_\_\_

COMMON COUNCIL APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

DID COMMON COUNCIL WAIVE FEES & REIMBURSEMENT ?  Yes  No

Deborah :

Normally, we would not do any paperwork for an event like this, but our facility contract states that renters cannot collect monies unless approval has been secured by the Park & Recreation Committee. Perhaps it is not necessary for this to go to Council. The group is planning on collecting money in excess of the cost of the picnic, so I thought it should at least go to the Park & Rec Committee according to the wording on our facility contract. See item #10 on page 2.

Sandy  
8/11/14



# FACILITY RENTAL CONTRACT

The City of Manitowoc Parks Department, 2655 S 35<sup>th</sup> St., hereby grants the above named individual or organization permission to use the facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

## CONDITIONS OF USE:

1. **LIABILITY:** The City shall not be liable for any injuries, deaths, or property damage arising out of the use by the Licensee of the rented facilities and equipment, and the Licensee agrees to indemnify and hold the City harmless. The City reserves the right to require a Certificate of Insurance with the City listed as an additional insured. The City reserves the right to set coverage limits on said Certificate of Insurance.
2. **PURPOSE & CAPACITY LIMITATIONS:** The Licensee may use the premises rented hereunder for the purpose listed above and none other. No admission fee, donation, contribution, or other charge shall be collected or be permitted to be collected by the Licensee for any reason, unless prior approval has been secured in writing from the Park & Recreation Committee. The Licensee hereby agrees that the number of persons on the rented premises during the rental period shall not exceed the stated and posted facility capacity.
3. **RENTAL BOOKING PERIOD & FEES:** Facility and equipment rental bookings must be made at least seven (7) days in advance and no earlier than one (1) year in advance. Facility and equipment rental fees are subject to change at any time. All rentals will be subject to the revised facility and equipment rental fee structure, even if reserved prior to the revision. **ENTRY PRIOR TO THE SCHEDULED BOOKING TIME IS NOT PERMITTED.**
4. **SECURITY DEPOSIT:** A security deposit will be collected for each rental of a cabin, fieldhouse, or concession stand. The amount of the security deposit is subject to change without notice. Security deposits paid by credit card will be refunded back onto the credit card, whenever possible. Security deposits paid by cash or check will be refunded by check within 30 days after the facility or equipment rental. Deposits paid by check will not be refunded until a minimum of 10 days has passed.
5. **DECORATIONS & CLEAN-UP:** The Licensee shall not alter, in any way, the interior or exterior of any facility without written approval of the Operations Manager or his/her designee. **GLITTER, CONFETTI, AND PIÑATAS ARE PROHIBITED INSIDE THE BUILDING. THE USE OF STAPLES, NAILS, TACKS, GLUE AND OTHER DAMAGING ITEMS TO SECURE DECORATIONS IS PROHIBITED.** Tables and chairs must be put back in their original storage or set-up positions. It shall be the responsibility of the Licensee to keep the premises, including but not limited to counters, floors, tables, and equipment/appliances, clean and free of debris and restore them to their pre-booking condition. Trash must be picked up, tied in bags, and deposited in the appropriate containers inside or near the facility. Doors and windows must be

securely closed and locked at the completion of the booking. Stove and water faucets must be turned off. The Licensee shall forfeit the security deposit and may be required to pay additional costs for damages or extra staff time required to clean and restore the facilities. This amount will be determined on a cost recovery basis. Snow shoveling is the responsibility of the renters. A shovel is provided in the cabins and fieldhouses.

6. KEYS: Cabin, fieldhouse, and concession stand rentals require the Licensee have a key to gain entry to the facility. The Licensee is responsible for picking up the necessary key(s) at the Parks Department, 2655 S 35<sup>th</sup> St., during normal business hours, Monday – Friday, 7 AM – 4 PM (excluding major holidays). A \$5.00 CASH OR CHECK DEPOSIT FOR THE KEY IS REQUIRED AT THE TIME OF PICKUP! The key deposit will be refunded when the key is returned.
7. PERMIT/LICENSES: It shall be the responsibility of the Licensee to obtain all necessary permits or licenses required for the activity and to abide by all federal, state, and local laws, ordinances, and resolutions. These may include but are not limited to food preparation, alcohol or sellers permits.
8. LOUD NOISE LIMITATIONS: Please keep the volume of public address systems or loudspeakers confined to the immediate area of the participating group. The Police Department has the authority to order a reduction in the volume whenever it becomes a nuisance because of the volume or method in which it is being operated. Waivers of the noise ordinance may be granted by the Park & Recreation Committee.
9. SMOKING & ALCOHOL LIMITATIONS: SMOKING IS PROHIBITED IN ALL CITY-OWNED INDOOR FACILITIES. All applicable laws governing the distribution and consumption of alcoholic beverages must be adhered to. According to the municipal code: “No person shall possess or consume alcoholic beverages, wine, or fermented malt beverages in Washington Park, Union Park, Riverview Park, Pulaski Park, Lincolnshire Park, Schuette’s Park, Custerdale Playground, Union Park Playground, Mariner’s Landing or Municipal Athletic Field, except where the person has obtained possession of fermented malt beverages from the holder of a Class “B” license authorizing the sale of such beverages at such park. This prohibition shall extend to sidewalks in and immediately adjacent to the parks listed above, except that it shall not be a violation of this section if any person possesses wine or alcoholic beverages on such sidewalks in the original, unopened containers.

No person shall possess or consume any alcoholic beverages, wine or fermented malt beverages on the sidewalks surrounding the parks named except that it shall not be a violation of this section if a person possesses the beverages on the sidewalks in their original, unopened containers or if a person has obtained permission from the [Park & Recreation] Committee to possess alcoholic beverages in the above-named parks.”

10. COLLECTION OF MONEY: No admission fees, donations, or contributions or other fare shall be collected or be permitted to be collected by the renter, unless prior approval has been secured in writing from the Park & Recreation Committee.

11. **AUTHORIZED ACCESS TO PREMISES:** The Licensee shall grant that any officer of the law and/or employee of the City of Manitowoc have right to enter the rented premises at any time.
12. **CANCELLATIONS:** A CANCELLATION FEE OF \$15.00 WILL BE CHARGED FOR ALL CANCELLATIONS. Any costs incurred by the City for delivery and pickup of rental items, such as extra tables, or any other special costs incurred for the rental will be deducted prior to issuing a refund.
13. **LOST & FOUND ARTICLES:** The City of Manitowoc is not responsible for personal belongings left, lost, or stolen on the rental premises. Please call the Parks Office at 920-686-3580 for lost and found inquiries.
14. **PROBLEMS/ISSUES WITH FACILITY:** For problems with the facility or issues with cleanliness (outside of regular office hours ), call the Police Department Joint Dispatch Center at 920-683-4470 PRIOR TO YOUR USE OF THE FACILITY. They are able to contact the on-duty person for the Parks Department.
15. **VIOLATIONS & CONDITIONS OF USE:** Violation of any of the above Conditions of Use may result in forfeiture of the security deposit and/or penalty fees of up to \$200.00 for each infraction. These fees shall be cumulative.

#### METROSTAGE WAIVER:

#### USE OF FACILITY:

1. The use of the Metrostage (band shell) is not allowed without prior approval of the Manitowoc Parks and/or Recreation Departments
2. Only officially approved vehicles are allowed within the park. A list of vehicles for entry into the park must accompany the request for the use of the facility.

#### RESPONSIBILITY OF USER:

1. The user will furnish all personnel and equipment necessary to run the event.
2. The user is responsible to notify participants, spectators, and staff associated with the event of department policies and regulations.
3. The user agrees to provide the City with a Certificate of Liability Insurance in an amount to be determined by the City Attorney's Office.
4. No changes in the physical appearance of the area shall take place without prior approval of the Operations Manager.
5. It shall be the responsibility of the renter to maintain the area, including restrooms, throughout the event and to restore all areas and facilities to the condition they were in prior to the event. The renter agrees to pay additional fees for damages or extra time required to clean and restore the facility. This amount will be determined by the Parks Department.
6. It shall be the responsibility of the renter to control spectators, vehicles, and all situations involved with the event. If necessary, additional police staff may be required.

7. It is the responsibility of the user to abide by the noise ordinance and to have the premises vacated by 11:00 PM each evening during the term of the request, unless a waiver has been received by the Park & Recreation Committee.

#### **FEES & CHARGES**

The Metrostage is rented on a per day basis. Equipment, such as additional park benches or picnic tables, may be rented from the Parks Department for an additional fee.

Groups or individuals requesting special consideration for a waiver of all or partial fees ordinarily charged to groups for use of City-owned facilities or equipment must complete a Waiver of Fees Request Form completely, at least 60 days in advance of the event. The request will be reviewed by the Park & Recreation Committee.

The undersigned has read and on behalf of the Licensee agrees to be bound by this permit/license and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this permit/license on behalf of the Licensee and has sufficient power, authority, and capacity to bind the Licensee with his/her signature.

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#### **Disclaimer**

This includes the reserved facility only, unless otherwise specified. It does not include any adjacent facilities, such as but not limited to ball diamonds, tennis courts, open air shelters, concession stands, etc.

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#### **Checklist item**

##### **The Hold Harmless Form**

The undersigned agrees to hold the City harmless for any and all damage, claims or personal injury claims occurring during the term of this contract. It is further agreed that all property of any kind brought on the premises shall be at the sole risk of the undersigned and that the City shall not be liable for any injury, loss, or damage to said property or injury to any person on the premises. The undersigned agrees to be responsible for any damage caused to said building, property or equipment by mischief or negligence.