



Special Events Permit Application

The City of Windsor Heights
1145 66th Street
Windsor Heights, IA 50324
515-645-6821

Special Events Permit Application Guidelines and Requirements

Windsor Heights, IA

The City of Windsor Heights would like to thank you for considering our community as a host site for your Special Event. Please submit this application, along with the other required materials, to the Windsor Heights Parks and Recreation Coordinator at least **60 days** prior to the date of the event. Please submit, if required, all proof of insurance and/or other certificates, permits, and/or licenses listed below, at least **30 days** prior to the date of the event. All events will be approved by the Windsor Heights City Staff and/or the Windsor Heights Council if a resolution is required. The Special Event Application states the conditions required for approval. A \$50.00 non-refundable application fee must accompany the application. Submission of an application does not guarantee issuance of a permit.

City approval of a Special Event Application does not preclude responsibility for any additional permits, approvals, or state and federal regulations. The City may cancel the event with notice, impose special guidelines and/or restrictions; included but not limited to: the nature of the proposed event, its attendant circumstances, weather forecasts, the event being deemed hazardous to public safety and/or public or private property.

The City of Windsor Heights Special Event Application is necessary for the use of private property, public property and/or park property that is open to the public, or requires right-of-way usage or temporary street closures: parades, runs/walk, fairs/festivals, outdoor concerts/amplified sounds, athletic events, Horse carriage, fundraisers, farmer's markets, fireworks/pyrotechnics, demonstrations, exhibitions, temporary structures (tents, canopies, stages, inflatables), (excluding block parties). Please refer to the Windsor Heights Code of Ordinances, for more detailed information, regarding Panhandler, Peddlers, Solicitors & Transient Merchant, Temporary Structure, Temporary Use, Noise, Signage, and other permits which may be required for the specified event.

Submit With Application:

- Read all material within this booklet
- Complete the application
- Complete the Hold Harmless Agreement
- Complete the site Map and weather plans including the proposed position of;
 - Tents, canopies, inflatables, vendors, portable toilets, signage electricity requests, barricades etc.
- Submit proof of insurance, noting the City of Windsor Heights as additional insured for event
- Complete the Transient Merchant Permit application for vendors who will work the event (If applicable) Application fees associated with food or beverage will apply per vendor.
- Completed Windsor Heights Rental Agreement, including Alcohol Agreement
- Application Fee (non-refundable) \$50.00

Insurance Liability

Upon issuance of the permit, the applicant must comply with insurance provisions stated in the Windsor Heights Code Ordinance for Temporary Uses and Structures, requiring a certificate of comprehensive general liability coverage and contractual liability insurance by an insurance company licensed to do business in the State, naming the City of Windsor Heights and its Boards, Commissions, Officers and Employees as Additional Insured on a primary and non-contributory basis, per written agreement/contract.

1. Liability Insurance for each personal injury accident and/or death not less than 1,000,000
2. Liability Insurance for each aggregate personal injury and/or death not less than \$1,000,000
3. Property Damage Accident not less than \$1,000,000
4. Each policy and certificate shall have endorsed thereon:
 - a. No cancellation of or change in this policy shall become effective until after (30) days written notice by registered mail, return receipt requested to: City Clerk, City of Windsor Heights, 1133 66th St, Windsor Heights, IA 50324

Hold Harmless Agreement Required

Upon issuance of the permit application, an Indemnification and Hold Harmless Agreement (prepared by the City of Windsor Heights) holding the City of Windsor Heights and its Boards, Commissions, Officers and Employees harmless must be executed by the applicant or an authorized representative.

Map of Event Site

Applicant must include a map of the specific area to be used or route of travel. The map must delineate the City property to be used (Streets, sidewalks, Trails, etc.) start and finish points and direction of flow, if applicable, as well as location(s) of outdoor toilet and liquor dispensing areas, if applicable, tents, canopies, inflatables, vendors, signage, barricades, etc.

Permits and Licenses

The applicant must comply with all federal, state, county and city laws, ordinances and regulations including all regulations adopted and established by the City. The applicant and vendors would obtain and maintain, during the term of this agreement, all necessary permits and licenses for the event. In addition to the event permit, other types of permits or licenses may be required and are subject to inspection and restriction. Potential permits may include but are not limited to; pyrotechnics, alcohol license, noise, temporary structure, vendor permits, etc.

Public Safety

The applicant may assume extra costs associated with the dispensing of alcohol and/or sanitation at the level of service required by the City of Windsor Heights. This may include the number and type of barricades, number of toilets/kybos and trash receptacles, and the number of off- duty officers and hours of police/security officers.

Dispensing of Alcohol

Whenever liquor, wine or beer is sold or their cost is recovered in any manner, an alcohol beverage license is required and Dram Shop Insurance is required for on-premises consumption. Anytime alcohol is to be dispensed an Alcohol Responsibility Agreement is required. Please refer to the ***Alcohol Responsibility Agreement*** for more detailed information, regarding the requirement of contracted off-duty officers. Alcohol beverage licenses require state and city council approval. Additionally, the applicant will need to secure approval by the Park and Recreation Coordinator before the City Council will consider the sale or service of alcoholic beverages or dispensing from kegs in the City Parks by individuals/organizations in the park area and park facilities.

Emergency Vehicle/ Traffic Management

If the event is held in a secured area, allowances must be made for access for fire emergencies including a minimum of two (2) exits. Events held on public streets must include an allowance for a continuous, through traffic lane for use by public safety personnel in an emergency. Traffic and parking should be utilized in an unobstructed and non-disruptive manner and include accessibility for persons with disabilities. If this information is not known at the time of application, the applicant may pay the full \$50.00 application fee, with the understanding that an additional fee would be required prior to the final paperwork being submitted to City Council for review. (Call for a special council meeting is \$57.00 per council member)

Tent/Signs

Free standing tents are allowed in the City park areas. Please include a diagram of the proposed location for all canopies or tents. All tents or canopies must be secured by weighted bags. **NO** stakes are allowed in the park area. Any other stabilizing options will require the approval of the Windsor Heights Public Works Director. Any damage caused by tents will be the responsibility of the applicant. All tents, canopies, dunk tanks, inflatables, etc. are subject to a permit application, per Section 152.03 of the Windsor Heights Building Code and Fire Code requirements outlined in the Windsor Heights Fire Code Ordinance. Banners and signage may also require a permit and must be approved by the Windsor Heights Zoning official, per code 175 of the Windsor Heights Zoning Code. The fee for Tents and/or Sign Permits is not included in the Special Event fee.

Electricity

Power may be available to vendors in the park area when compatible with current and available electricity source in the park and pavilion area. Include proposed locations and requests for electricity in the event diagram, provided with the application. The cost of additional permits is not included in the application fee.

Noise Permit

If the event will utilize amplified sound, (please refer to Windsor Heights City Code 54.08 Regulation of Sound Equipment and Amplified Equipment) a sound permit may be required and the cost of the permit is not included in the application fee.

Portable Toilets

The number of portable toilets/kybos will be dependent upon the estimated guest count. Please refer to the direction of the Portable Toilet Company selected for the required structures, in accordance with estimated event attendance:

- a. In addition, Windsor Heights provides a public restroom in the park area; additional fees may apply for bathroom supplies. Please refer to the Park Cleaning Checklist for a specific list of cleaning requirements.

Police Security

The applicant must utilize police officers when recommended by the Windsor Heights Police Department. When alcohol is available at the event, the applicant must be in accordance with the Alcohol Responsibility Agreement. Off-duty officers require a fee, per officer, stated on the Alcohol Responsibility Agreement.

Fire Code Safety

Applicant is responsible for complying with all applicable fire codes along with all food vendors and regulations set forth in Open Air Food Vendor Fire Safety Requirements.

Weather Plan

The applicant must provide the City with a weather plan. An onsite contact person capable of making decisions related to postponing/cancelling of the event in the case of severe weather. If the event is cancelled due to weather or unforeseen reason, there is no refund of the special event permits or any permits or rental fees in conjunction to the event. This is the responsibility of the event organizer to contact appropriate social media and media outlets in the event of cancellations.

Clean-Up/ Damage Deposit

The applicant must propose a plan to address the cleanup of the site; sanitation/garbage collection, recycling and grease for the event and following the event. A damage deposit of \$250.00 will be required for the park area. A separate \$250 damage deposit will be required for the Community Event Center.

- a) The applicant is responsible for the removal of all waste and recycling from the event area, including waste in the existing city-owned receptacles in the event area and in accordance with the detailed City Park Special Event Cleaning Checklist.
 - a. Renter acknowledges, if all cleaning requirements have not been performed in a manner as to bring the Park area to satisfactory condition directly following event, the Windsor Heights City staff will be dispatched to clean the Park at the applicants expense. A minimum fee of \$50 will be collected from the damage deposit and is not in conjunction with any other fees specific to damages incurred.
- b) Windsor Heights City Staff will evaluate the site following the event. If there are no damages the damage deposit will be refunded. Damages exceeding the amount of the damage deposit will be billed directly to the event applicant.
- c) Wastewater Disposal shall be collected and disposed in a manner acceptable to the City and shall be explained in the application for permit.
- d) It is the responsibility of the applicant to notify staff of any deficiencies or defective items prior to the scheduled event.

Vehicles on City Property

No Vehicles may be driven on the grass area of Colby Park. Confirm acceptable travel paths for Pavilion access with the Windsor Heights Public Works Department or the Parks and Rec Coordinator. All Trails must remain open to the public at all times and all temporary fence requests will require a copy or number of the corresponding Iowa One Call Locate ticket. Any obstructions require approval through a Temporary Obstruction Permit application. The costs of any additional permits are not included in the application fee.

Windsor Heights Special Event Permit Application

Please complete this form and submit along with a \$50.00 non-refundable fee to the City Clerk's Office at 1145 66th street, Windsor Heights, IA 50324

Event Name _____ Date of Event _____

Contact Information:

Sponsor/Contact: _____

Address: _____

City: _____ State: _____ Zip _____

Day Phone: _____ Cell Phone: _____ Other: _____

Email Address: _____

Type of Event: Check all that apply

<input type="checkbox"/>	Parade	<input type="checkbox"/>	Athletic Event	<input type="checkbox"/>	Walk/Run
<input type="checkbox"/>	Fair/Festival	<input type="checkbox"/>	Outdoor Concert	<input type="checkbox"/>	
<input type="checkbox"/>	Other <i>Please explain</i>				
Event Description:					

Time of Event:

Event Set –Up Time	
Event Start/End Time	
Event Tear Down Time	

❖ Please include a map of the event layout, including details such as; tent locations, kybos, sound/stage, etc.

Estimated Attendance: _____ **Number of:** Pedestrians: _____ Animals: _____ Vehicles: _____

Is an Admission Fee or Registration Fee for your event? YES NO If yes explain _____ structure: _____

Will products be sold on site? YES NO If yes, product liability insurance may be required for sales of food and drinks. All applicants must obtain licensing, liquor permits, certificates of inspection, or any other documentation necessary to comply with all applicable requirements of the State, County or City regarding health standards, whenever applicable. Transient Merchant Permit may be required Chapter 122-126

Explain: _____

Will alcohol be served or sold? YES NO If yes, please refer to the Alcohol Agreement for specific requirements. If alcohol is served, additional facility requirements may be required. Off duty WH Police officers will be hired to meet the facility requirements for the event.

- a. Perimeter control is required for the sale of alcoholic beverages during an event. The area where alcohol is served must be clearly defined from non-permitted areas. The applicant is responsible for marking and maintaining the perimeter and must ensure no alcoholic beverages be removed from the area. Perimeter control must be done in a manner which does not damage the grounds on city property and public right-of-way.

Will you be using outdoor tent/canopy? YES NO If yes to either, a Temporary Structure permit is required. Location of the tent or canopy must be coordinated and approved by City Staff. If using a tent, permission must be granted to the location and manner in which the structures will be secured in parking lots or grounds. The applicant must pay for any repairs associated with the installation of the tent. Please explain:

Will you be using inflatable rides or devices: YES NO If yes, a Temporary Structure permit is required. Location of the inflatable must be coordinated with City Staff and included on the Site Map.

Will there be additional signage within Colby Park or city streets? YES NO If yes, please provide an explanation: _____

Will you need access to a water source? YES NO Explanation: _____

Will you be using amplified or live sound? YES NO If yes, a Noise Sound permit may be required.

Will you need access to electricity? YES NO
Explanation: _____

Please be specific, as on site power may be insufficient to meet all electrical needs.

Is there any special set up you would like to request the City Provide? YES NO
Explanation: _____

Additional fees may apply and requests will be reviewed on an individual basis, due to potential staffing conflicts.

Sanitation: Number of portable toilets/kybos provided: _____
Garbage collection plans: _____

Please review the clean-up requirements associated with a special event and the required \$250 damage deposit.

I hereby certify the above statements are true and correct, to the best of my k knowledge, and that false statements(s) may be grounds for denial of the application. It is understood the activities at all times during the event shall comply with all applicable City ordinances. It is further understood the individual and the organization or association will be responsible for any and all damages arising as a result of this event.

In accordance with the executed Indemnification and Hold Harmless Agreement, the applicant herby waives any and all claims which the applicant may have as a result of this event against the City of Windsor Heights, Iowa its officers, agents, employees, or board members. It is further understood a certificate of public liability insurance will be required before conducting the proposed event.

I have been advised of the requirements for the conduct of a special event in Windsor Heights and I, or the organization I represent, have met or will meet all requirements established by the City. Further, I understand that if all requirements are not met, the Special Event Permit can be canceled by the City at any time, including at the start of or during the event. If this event is sponsored by an organization, I hereby certify I have the legal authority to represent the applicant and /or the participants, and I have read the requirements for issuance of the permit and the Hold Harmless Agreement, understand their provisions, and freely and voluntarily sign this application.

Is it further understood the City of Windsor Heights City Clerk has the authority to grant or deny permission for this event.

Applicants name (please print) Signature Date

Calculate Estimated Fees: (please refer to the Fee Schedule provided at www.Windsorheights.org) for confirmation of most current fee structures)

PERMITS	FEES
Special Events Application	\$50.00 non-refundable and submitted with application form
Temporary Structure Application	\$50.00
Sound-Noise Permit	\$20.00
Sign Permit	\$15.00 + \$1.00 per square foot
Transient Merchant Permit	\$20.00/1 day \$25.00/ per each additional peddler

Windsor Heights

Hold Harmless Agreement

Whereas, the City of Windsor Heights, Iowa (City) owns certain real property and public right-of-way which are under the direction and control of the Windsor Heights City Council.

Whereas, (the "Organization") desires to use and occupy certain property containing the facilities and grounds at _____(Location)

Whereas, the council is willing to grant to the Organization the right to use and occupy the location provided the City, its officers, employees and agents, (collectively called "City" and any applicable Boards and its Board Members, (collectively called "Board").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, the City and the Organization agree as follows:

1. The City hereby grants to the Organization the right to use and occupy the facilities and grounds identified above for a period commencing the _____ day of _____ 20____, and ending on the _____ day of _____ 20____, for the purpose of the Organization activities.
2. In consideration of the use and occupancy of the facilities and grounds the Organization does hereby agree to protect, indemnify, save, defend and hold harmless the City, its officers, employees and agents, (City) and/or the Board, its Board Members, employees and agents from and against any and all liability, losses, damages, injury, bodily injury, property damage, costs, expenses, attorney fees, judgements, awards, claims, suits, actions or other things whatsoever developed, brought or asserted by any person, firm, corporation, entity or estate, against the City of Boards which the City and the Boards may suffer, incur, or sustain by reason of, occasioned by, arising out of, resulting from or relating to directly or indirectly from the performance, undertakings, activity, omission, negligence, fault or misconduct by the Organization, its officers, employees, agents, contractors, or the failure of the Organization to pay taxes, assessments, sales tax, withholding taxes or other public charges levied or assessed by reason of the operation of the activities or programs by the Organization.

Words and phrases herein shall be construed as in the singular or plural number, and as masculine feminine or neuter gender, according to context.

Dated the _____ day of _____, 20____

By _____ City Clerk

By _____ Organization