

AGENDA
SPECIAL MEETING
COMMUNITY ACTIVITIES AND CULTURAL COMMISSION
CARMEL-BY-THE-SEA

Special Meeting
City Hall Council Chambers
East side of Monte Verde
between Ocean & 7th

Thursday
March 17, 2016
9:30 a.m.

Bobby Richards, Chair
Judy Refuerzo, Vice Chair
Dona Jett
Grace Lee
Stacy Meheen

Call to Order and Roll Call

Pledge of Allegiance

Appearances

Thank you for attending the meeting. Anyone wishing to address the Commission on matters not on the agenda, but within the jurisdiction of the Commission, may do so now. Please state the matter on which you wish to speak. Matters not appearing on the Commission's agenda will not receive action at this meeting but may be referred to staff for a future meeting. Presentations will be limited to three minutes, or as established by the Commission. Persons are not required to give their name or address, but it is helpful for speakers to state their name in order that the Secretary may identify them.

Orders of Business

1. Review draft Forest Theater Use Agreement, provide direction / recommendation to City Council as necessary (pp. 1 - 28)
2. Review and discuss draft Special Event Policy, provide direction/recommendation to City Council as necessary (pp. 29 – 71)

Reports from the Chair and Commissioners

Reports from the staff – receive and discuss reports, provide direction as necessary

3. Verbal review of 2016 Special Events
 - Carmel Ribbon Cutting / Centennial Launch, Friday, Friday, January 8, Ocean Avenue
 - 20th Annual Breakfast with the Bunny and Bunnyland, Saturday, March 26, Devendorf Park
 - Monterey Vintners Winemakers' Celebration, Saturday, May 7, Dolores between Ocean and 7th Avenues, 7th Avenue between Dolores and San Carlos
 - 36th Annual Surfabout Contest, May 13, 14, 15, Carmel Beach
 - 22^{3rd} Annual Carmel Art Festival, May 12-15, Mission between Ocean and 6th
 - Memorial Day Ceremony, Monday, May 30, 11:00 am, Devendorf Park
 - 6th Annual Run in the Name of Love, Sunday, June 19, 8:00 am, Race Start on San Carlos Street – Finish at Del Mar.
 - 14th Annual 4th of July Celebration, Monday, July 4, 12:00 pm, Devendorf Park
 - 10th Annual Concours on the Avenue, Tuesday, August 16, various locations and Devendorf Park
 - 19th Annual Pebble Beach Tour d'Elegance, Thursday, August 18, 11:30 am Ocean Avenue and Devendorf Park

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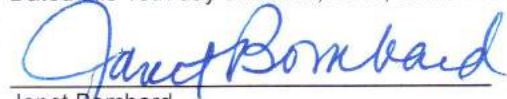
- Carmel Chamber of Commerce Refreshment Lounge, Thursday, August 11, San Carlos between Ocean and 6th
- Carmel High School Homecoming Parade, TBD, Ocean Avenue
- 55th Annual Sandcastle Contest, TBD, Carmel Beach
- 8th Annual Carmel International Film Festival , Wednesday - Sunday, October 19-22 – various locations
- 100th City Birthday Party and Parade, Saturday, October 29
- 2nd Annual Pumpkin Roll, TBD, Ocean Avenue
- Veterans Day Ceremony, Friday, November 11, Devendorf Park
- 46th Annual Homecrafters' Marketplace., Saturday, November 19, 9:00 am to 3:00 pm – Sunset Center North Lot
- Tree Lighting, Friday, December 2, 4:30 pm – Ocean Avenue and Devendorf Park.

11. Adjournment

AFFIDAVIT OF POSTING

I, Janet Bombard, Library and Community Activities Director for the City of Carmel-by-the-Sea, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Carmel-by-the-Sea City Hall bulletin board, posted at the Harrison Memorial Library on Ocean and Lincoln Avenues and the Carmel Post Office and distributed to members of the media on March 15, 2016.

Dated this 15th day of March, 2016, at the hour of 4:00 p.m.



Janet Bombard
Library and Community Activities Director

COMMUNITY ACTIVITIES AND CULTURAL COMMISSION

Staff Report

March 8, 2016

To: Community Activities and Cultural Commissioners
From: Janet Bombard, Community Activities Director
Subject: Review draft Forest Theater Use Agreement, provide direction / recommendation to City Council as necessary

SUMMARY:

Since 2005 two Forest Theater user groups - Forest Theater Guild and Pacific Repertory Theater – have operated under five-year license agreements to use the Outdoor Forest Theater. In 2010, Pacific Repertory Theater was also issued a five-year license agreement for use of the Indoor Theater.

Those contracts have expired, and with the impending reopening of the Forest Theater, staff was directed to write an updated use agreement (the last use agreement was written in 2005) which will be effective for the year 2016 only.

Because one of the powers and duties of the Community Activities and Cultural Commission is to determine the terms of tenancies of the Forest Theater, the updated use agreement is being brought before the commission for review. The use agreement will then go before the City Council for its consideration. Commission recommendations, if any, regarding the license agreement will be forwarded to the City Council to be included in its deliberations.

The draft use agreement, at this point, does not contain language regarding the mandatory accessible managed parking program. The managed parking program will be incorporated into the document as an exhibit after review by the City Council.

The updated Forest Theater User License agreement has been reviewed and approved by the City Attorney.

ATTACHMENTS:

Attachment 1: Draft 2016 Forest Theater Use Agreement
Attachment 2: Expired Forest Theater Use Agreement

FOREST THEATER USE AGREEMENT

THIS LICENSE AGREEMENT, dated _____, 2016, between THE CITY OF CARMEL-BY-THE-SEA, a municipal corporation (hereinafter "CITY") and , < _____ > is made with reference to the following facts:

- A. CITY is the owner of the real property with improvements commonly known as the Forest Theater located at Santa Rita Street and Mountain View Avenue, legally described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. < _____ > (hereinafter "USER") desires to rent the space within the CITY of Carmel-by-the Sea commonly known as the Outdoor Forest Theater during the following dates only: _____. Said season will begin _____ and end _____. The CITY is willing to grant a revocable license to USER to use and occupy the Outdoor Theater of the License Area during the above stated dates for the purposes authorized by this Agreement, subject to all of the terms and conditions hereinafter set forth.

NOW, THEREFORE, it is agreed as follows:

1. **Grant of License.** CITY hereby grants to USER a revocable license to use and occupy the Outdoor Theater portion of the Forest Theater for the purpose of providing public, educational, cultural, entertainment and community events. CITY agrees to use the Outdoor Forest Theater for the following purposes and to limit its use to such purposes: providing public, educational, cultural, entertainment and community events with all of the applicable conditions and requirements set forth in this use agreement.
2. **License Area.** The area to be occupied by USER (hereinafter "License Area") shall be the Outdoor Forest Theater located at Santa Rita Street and Mountain View Avenue, Carmel-by-the-Sea, California (Exhibit A).
3. **Condition of License Area.** Use of the License Area is being granted to USER in its present condition and CITY shall have no obligation to make any alterations or improvements to the License Area to accommodate USER's use. USER acknowledges that CITY has made no representations or warranties concerning the condition of the License Area or its suitability for USER's intended use. It shall be the responsibility of USER to conduct such inspections of the License Area as it deems necessary to satisfy itself that the License Area can be used for the purposes intended by USER. The inspection will be performed prior to the agreed upon move-in date, with CITY staff in attendance and concurrent with a CITY staff checklist and video inspection of the facility, the purpose of which will be to ascertain and document the condition of the facility prior to USER moving in. USER shall provide a detailed list of work that is planned to be performed during the site inspection, including what building materials are proposed to be used, for staff to review. The facility will also be subject to a CITY staff inspection upon the USER moving out the purpose of which will be to identify modifications, damages, potential hazmat disturbances, etc. that may have occurred and to assess the general cleanliness of the facility.
4. **Termination of License Prior to Expiration of Current Term.** USER may terminate the license at any time during the agreement term by giving fifteen (15) day written notice to the CITY Administrator stating the effective date of termination. CITY reserves the right to terminate the license prior to expiration of the term, with respect to all or any portion of the License Area, upon fifteen (15) days prior written notice to USER in the event CITY requires use of the License Area for any public purpose. Should the CITY determine that the operation of the Outdoor Theater is causing damage to the Licensed Area or creates a traffic or health or safety hazard, the CITY may immediately terminate the license agreement. CITY may also terminate the license in the event of any default by USER in the performance of its obligations under this Agreement if such default is not cured

within ten (10) days after written notice thereof delivered to USER, or such other period of time as may be specified in the notice.

5. **Permitted Uses.** The License Area shall be used and occupied by USER solely for the following purposes, and limited to such purposes: providing public, educational, cultural, entertainment and community events.
6. **Submittal of Performance/Rehearsal/Technical Work Schedules.** USER will submit schedules of all performance, rehearsal and technical days with start and finish times to the Community Activities department fourteen days in advance of the scheduled move-in date. Any and all revisions of said schedules must be submitted to the Community Activities Department at least seven days before said revision will take place.
7. **Move-in / Move-out.** USER shall not begin moving equipment, furnishings, other property or personnel onto the Premises prior to the move-in date and time. Any equipment, furnishings, or other property belonging to USER remaining upon the Premises after the move-out date shall be deemed abandoned and may be disposed of by CITY, at such time and in such manner as CITY may determine at its sole discretion. USER agrees to pay to CITY upon demand any and all costs of removal and disposal of abandoned property. USER acknowledges that CITY shall have no liability whatsoever for any loss of or damage to Renter's equipment, materials or other property which may arise as a result of such disposal.
8. **Outdoor Theater Hours of Operation (Restrictions and Limitations).** No work, including rehearsals, performances and construction will begin before 9:00 a.m. With the exception of rehearsals all work, including construction of sets, shall end by 5:30 p.m. All amplification of sound shall be turned off no later than 10:00 p.m. All rehearsals, performances, and after-parties shall end no later than **10:00 p.m.**, and the premises vacated by **10:30 p.m.**
9. **Rental Rates.** USER agrees to rent the Theater and to pay all charges as set forth in Exhibit "B" entitled "Rental Rates and Charges"; attached hereto and incorporated herein by this reference.
10. **Forest Theater Rules and Regulations; Housekeeping Responsibilities.** USER agrees to comply with all Forest Theater Rules and Regulations and Housekeeping Responsibilities as set forth in Exhibit "C"; attached hereto and incorporated herein by this reference.
11. **Building Use Regulations.** USER shall not in any way make alterations or improvements to the Forest Theater without the prior written consent and oversight of CITY. To ensure compliance with the limitation hereby imposed on the USER, CITY reserves the right to place restrictions upon, or prohibit, the installation by USER of any signs, floor coverings or fixtures; or the affixation by USER of any nails, spikes, lighting, posters, signs, or adhesive - backed items such as stickers, tape, etc. to any part of the Outdoor Forest Theater. Additionally, USER agrees to comply with all Forest Theater Rules, Regulations and Responsibilities as set forth in Exhibit "D"; attached hereto and incorporated herein by this reference.
12. **Hazardous Building Materials.** EPA federal law requires that those working in proximity to asbestos must receive a two-hour awareness training. All workers, volunteers, stage hands, riggers, etc. whose work in any way will involve using tools that hammer, screw, drill, etc. must receive the two-hour awareness training. Before occupying the Forest Theater USER will provide to City a list of workers showing attendance of certified EPA 2 hour asbestos training, and provide updated lists on a regular basis as needed. The cost of the training shall be borne by the USER. In case of disturbance of hazardous materials USER agrees to and shall notify the CITY immediately. USER shall be responsible for cleanup of hazardous material pursuant to EPA standard protocols. USER shall be responsible for any damages / costs incurred as a result of

potential exposure to hazardous materials of occupants / workers.

13. **Compliance with Legal Requirements.** USER shall strictly comply with all applicable federal, state and local laws. Further, USER shall strictly comply with all applicable CITY laws, ordinances and regulations. USER agrees to comply with all Forest Theater Rules and Regulations / Housekeeping Responsibilities as set forth in Exhibit C attached hereto and incorporated herein by reference. USER shall have any and all agents, volunteers and employees sign and return to USER a copy of the Forest Theater Rules and Regulations/Housekeeping Responsibilities prior to use of the facility. USER shall also notify all agents, volunteers and employees that they are to comply with all laws, ordinances, and regulations adopted or established by federal, state, CITY or local government agencies.
14. **Indemnity.** USER agrees to indemnify, defend, and hold CITY, and its officers, officials, boards, commissions, employees, and agents, harmless from and against any and all claims, demands, causes of action, liabilities, costs or expenses, including attorney's fees, occasioned by or in any way connected with the condition, use or misuse of the License Area or occasioned by any negligent act or omission of USER or its, agents, volunteers and employees or arising from any breach of this License Agreement by USER or any of its sub-USERS, agents, volunteers and employees. The indemnity obligations of USER set forth herein shall survive and continue beyond the term of this License Agreement.
15. **Liability of USER:** USER shall assume all liability for any injury to persons or damage to property that may arise from any accident that occurs on or about the Outdoor Forest Theater as a result of the use and/or occupancy thereof by USER.
16. **Retention of Deposit:** Any failure by USER to use and/or occupy the Outdoor Forest Theater in the manner herein provided shall not entitle USER to a return of the deposit.
17. **Security:** USER shall provide at USER's expense adequate and appropriate supervision and security as to insure the safety and security of the public, personnel and Outdoor Forest Theater during occupancy.
18. **Inspection:** CITY reserves the right to enter any and all parts of the Forest Theater at times for the purpose of examining same to ensure compliance by USER with the terms of this Agreement
19. **Liability Insurance.** During the term of this License Agreement, USER shall procure and maintain in full force and effect at USER 's expense: (i) comprehensive general liability insurance with an aggregate limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, (\$2,000,000.00 aggregate); automobile liability insurance with a minimum of \$1,000,000.00 limit per accident; and Workers' Compensation Insurance as required by the State of California; and employer's liability insurance with a minimum \$1,000,000.00 limit per accident insuring against all liability of USER and CITY for bodily injury and property damage arising out of or in connection with USER, use and occupancy of the License Area and also insuring performance by USER) of the indemnity provisions set for in Section 10 of this License Agreement. The CITY shall be named as an additional insured. USER shall provide CITY with the necessary Certificates of Insurance evidencing CITY as extra insured to the Community Activities Department. The amount of such general liability insurance shall not limit USER's liability nor relieve USER of any obligations under this License Agreement. The general liability insurance policy shall name CITY, and its officers, officials, boards, commissions, employees, agents, and volunteers as insured parties there under, and shall be endorsed to provide that : (i) the insurance coverage there under shall be primary with respect to CITY; and (ii) no cancellation or reduction in coverage will be made without ten (10) days prior written notice to CITY by the carrier. As a condition precedent to CITY performance pursuant to this Agreement, USER shall file a certificate of insurance with the Community Activities Department two weeks before move-in date showing that they have in effect the insurance required by this agreement. USER shall file a new or amended certificate of insurance promptly after any change is made to any insurance policy which would alter the information on the certificate then on file.

20. **Assignment.** USER shall not assign, sublease or transfer any interest in this Agreement, or permit the use of the Outdoor Forest Theater by any person(s) other than USER, its guests, agents, volunteers and employees without the prior written consent of the CITY.
21. **Books and Records.** USER shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; and the accounting and control systems shall be satisfactory to the CITY. The CITY and the CITY'S auditor shall be afforded access to the USER's records, books, correspondence and other data relating to this Agreement for a period of one (1) year after final payment, or for such longer period as may be required by law. In addition, USER agrees to make said records, books, correspondence and other data relating to this Agreement available to CITY at CITY's principal place of business upon 72-hours written notice.
22. **Attorney Fees.** Shall either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.
23. **Notices.** Any notice required or permitted to be given hereunder shall be in writing and shall be posted by certified mail or personally delivered to the other party.

This agreement is made this day of _____, 201__ by and between the City of Carmel-by-the-Sea, whose mailing address is P.O. Box CC, Carmel, CA 93921, and _____, herein referred to as "User", whose mailing address is _____.

CITY OF CARMEL-BY-THE-SEA

USER: _____

BY: _____

BY: _____

ITS: _____

ITS: _____

FOREST THEATER USE AGREEMENT

Exhibit "A"

Lots One to Fifteen inclusive in Block 85 as shown and so designated on the map of Addition Number 5 to Carmel-by-the-Sea, Monterey County, California, filed on the date of February 9, 1910, now on file and on record in the office of the County Recorder of the County of Monterey, State of California, in Map Book Two, Cities and Towns, at page 22.

DRAFT

OUTDOOR FOREST THEATER USE AGREEMENT
Exhibit "B"

Final payment and Gross Receipts must be made to the City of Carmel-by-the-Sea's office within **five (5)** business days of performance or, in the case of a series, **five (5)** business days of last performance.

RATES AND CHARGES FOR FOREST THEATER

Rental of the Outdoor Forest Theater includes use of dressing rooms, backstage area and box office.

1. Technical work or rehearsals - No admission charged: **\$25.00/day**
2. Admission charged or other consideration, per performance: **(10%)** of Gross Receipts, which is total gate, or \$25.00 per day whichever is greater. Where fees are expressed as a percentage of gate receipts, said receipts shall include all sums from gross ticket sales whatsoever, with no deductions allowable for taxes, costs or other expenses. User shall submit ticket sales receipts for each and every performance along with payments.
3. A clean-up security deposit of \$200 will be required by the City.

SCHEDULE OF PAYMENTS:

In event of cancellation, the city of Carmel-by-the-Sea reserves the right to retain the total payment unless another user reserves the designated space (on that date) in which case the City will retain \$100 to cover the administrative costs including rebooking.

USER agrees to pay the CITY **\$25.00** for each requested use date and on performance dates, a minimum of **\$25.00** for each performance or **ten percent (10%)** of gross receipts whichever is greater. (Gross receipts are defined as total gate.)

The City has provided a schedule of payments due for the 2016 season attached as Schedule "A".

CONTRACT AND PAYMENT

A contract will be drawn up, and only after such contracts have been approved and signed by the User and the City of Carmel-by-the-Sea City Administrator, and only after appropriate advance payments have been made will the agreement become valid. All payments for the use of the theater and/or supplemental facilities will be made in strict accordance with the payment schedule included in the contract. Failure to make any payment as scheduled will terminate the contract forthwith. Any User who charges admission or collection any donation, gift, or other consideration as a condition of admission will make his/her receipts available to the City of Carmel-by-the-Sea City Administrator for inspection and will pay any additional fees [based on ten percent (10%) of gross receipt] due the City. All payments are to be made in cash, check or bank money order. **First payment is to be made prior to access to premises.**

**FOREST THEATER USE AGREEMENT
EXHIBIT "C"**

RATES AND CHARGES FOR INDOOR FOREST THEATER

Rental of the Indoor Forest Theater includes use of the theater under the outdoor stage and the downstairs storage area.

SCHEDULE OF PAYMENTS

USER agrees to pay the CITY \$160.00 per month, due the 5th of each month. Additional scheduling of an outside performer (other than < Name of User Group>) must be approved by the City and not be in conflict with other performances at the Forest Theater.

CONTRACT AND PAYMENT

A contract will be drawn up, and only after such contracts have been approved and signed by the USER and City Administrator representing the CITY, and only after appropriate advance payments have been made will the agreement become valid. All payments for the use of the theater and /or supplemental facilities will be made in strict accordance with the payment schedule included in the contact. Failure to make a payment as scheduled will terminate the contact forthwith. Any USER who charges admission or collects any donations, gift, or other consideration as a condition of admission will make his/her receipts available to the City administrator for inspection and will pay any additional fee (based on ten percent (10%) of gross receipts) due the CITY. All payments are to be made in cash, check or bank money order. First payment is to be made prior to access to premises.

Signed: _____

Date: _____

FOREST THEATER USE AGREEMENT
Exhibit "D"

The facilities will be based in accordance with the conditions and requirements set forth in the "Rules and Regulations for Use of Facilities," a true copy of which is attached hereto, Schedule "C", and User acknowledges that he is aware of these regulations. User Agreement grants the right to use only the facilities, equipment, and services as are specified. User acknowledges that he/she is aware of the extent and kind of such equipment and services.

The City will permit the User to use the facilities herein described for the periods of time herein set out, except that if such facilities are rendered untenable by fire, windstorm, earthquake, or other catastrophe or act of God, this User agreement will be deemed canceled as between the parties; and the City shall have no obligation to User by virtue of the execution of the agreement except for the refund of any advance payment and/or deposit.

User agrees to obtain written permission to perform any material subject to copyright from the owner of the copyright prior to performing the material at FOREST THEATER. User agrees to indemnify and hold harmless the City from any and all claims, damages, or expenses arising from any violation of or infringement upon copyrights by User.

Please notify the City of Carmel-by-the-Sea of any plans for video recording or recording purposes of your performance.

Schedule "B" is attached for Season beginning < >. In the event that major upgrades are required for the Forest Theater facility, Schedule "A" will be revised at the discretion of the City.

PROTECTION OF PROPERTY AND FACILITIES

It is the responsibility of the User to protect all property and facilities in use by User, his/her agents, employees, audiences or anyone else authorized to enter property by User. An appropriate Clean-up and Security deposit may be required of each User. At the close of the contract period, the cost of replacing any loss, repairing any damage or performing any excessive clean-up will be deducted from the deposit. If the cost of such correction exceeds the amount of the security deposit, the deposit shall be forfeit and the remainder due shall become a debt owed by the User to the City and shall be subject to collection as provided by the law. Any unused portion of the deposit will be refunded.

FOOD AND BEVERAGES

No food or beverages or other comestibles can be furnished, sold, or given away anywhere in and about Forest Theater facilities without first obtaining written permission from the City of Carmel-by-the-Sea's City administrator office. Such permission can be revoked at any time. The request for the permit shall state the following:

- a) Type of food, beverage, or other comestibles to be furnished.
- b) The name(s) of the person(s) who will furnish the food, beverages, or other comestibles and operate the space.

- c) The name, address, and telephone number of the responsible person plus the same information for the person(s) responsible for the cleanup of space used.

Health Department Permit # _____

FOREST THEATER USE AGREEMENT

Exhibit "D" continued

AGREEMENTS

User will complete a Forest Theater Event Report for each event. Form to be supplied by the City.

- User will file a set of construction plans and revisions with the City at least (3) weeks prior to the beginning of any set construction. All plans, and revisions for all plans, must be drawn in accordance with standard construction practices and meet all OSHA, Uniform Codes and State safety requirements for stage/set construction at the Forest Theater. Plans and subsequent construction are the responsibility for stage/set Construction at the Forest Theater. Plans and subsequent construction are the responsibility and liability of the user and subject to inspection and approval by the City.
- User will obtain a permit before any work requiring a permit is commenced, sign a notarized Hold Harmless Agreement, and provide a liability insurance endorsement policy in the amount of \$1,000,000.00 adding the City, its employees, elected officials, officers and agents as additionally insured pursuant to the Municipal Code of the City of Carmel-by-the-Sea.
- User will maintain the premises in a clean and neat manner. Keep the grounds and dumpster-area clean and free of trash, waste, and rubbish. Any costs for cleaning incurred by the City will be charged to the user.
- User will provide as needed, responsible accommodation and personnel to assist disabled audience members to and from their theater seats.
- If conflicts or disagreements arise in regard to this Forest Theater use Agreement and are not resolved, the matter will be given to the City Administrator. All decisions by the Community Services Manager are final.

GENERAL PROVISIONS

City will provide to the best of its ability and at its expense, utilities, maintenance of public restrooms, and waste management services. Any mechanical failure will not void this contract; the City will make every effort to correct technical and mechanical problems regarding utilities but cannot be held liable if such problems are beyond City control. Available dressing rooms will be provided at no cost to the User. All other services or conditions will be at the expense of user. User is responsible for contracting the City to arrange deliver and pick-up of a dumpster during set-up/strike. The City will clean the site prior to opening. The user agrees to abide by all rules and regulations as out of the City in Exhibit "D" and Schedule "C".

**OUTDOOR FOREST THEATER USE AGREEMENT
SCHEDULE "A"**

(Highlighted areas will be changed in accordance with user schedules)

SCHEDULE OF PAYMENTS:

In event of cancellation, the City of Carmel-by-the-Sea reserves the right to retain the total payment unless another user reserves the designated space (on that date) in which case the City will retain \$500.00 to cover the administrative costs including rebooking.

USER agrees to pay the CITY \$25.00 for each requested use date and on performance dates, a minimum of \$25.00 for each performance or ten percent (10%) of the gross receipts whichever is greater. (Gross receipts are defined as total gate.)

USER agrees to pay \$ < > (< > tech/rehearsal/load in days) advance payment due no later than July 20, 2005 and further agrees that additional payments will be made as follows:

10% of gross receipts for [name of play] no later than < DATE >
and

10% of gross receipts for [name of play] no later than < DATE >
and

10% of gross receipts for **Concession Stand** sales no later than < DATE >

Signed: _____

Date: _____

**OUTDOOR FOREST THEATER USE AGREEMENT
SCHEDULE "B"
(List Scheduled Performances)**

DRAFT

**OUTDOOR FOREST THEATER USE AGREEMENT
SCHEDULE "C"**

Forest Theater Rules and Regulations

- Smoking** No smoking shall be permitted within any part of the Forest Theater including stage and backstage areas. All programs printed by the User shall bear a statement indicating the regulations on smoking.
- Occupancy** Theater occupancy will be limited to 540 persons; in addition, the number of tickets printed shall not exceed 540 per event. When selecting and producing performances, User shall be sensitive to the neighbors concern for noise and the beauty of the surroundings. No standing or sitting in aisles or on the stairways is permitted. The User will not permit any person to act in any manner, which creates a hazard, an annoyance or a disturbance within any City premises; and the User will immediately take all needful corrective action should such a situation arise.
- Lighting** All legally required lights must be on at all times when facilities are occupied.
- Exits** No exits from any room, theater, stage, backstage or dressing rooms areas shall be blocked or be permitted to be blocked or obstructed in any way.
- Materials** Only non-flammable materials shall be used in the construction of scenery, drops, props, drapes, or decorations, unless they have been treated with flame-retardant material approved by the State Fire Marshal. Any flammable scenery or materials found on the stage, backstage area, or any other area, shall be immediately removed regardless of whether or not a performance is taking place.
- Personnel** All front-of-house and backstage personnel will be subject to the direction of the person in charge. An adult individual (21 years or older) must be present for all activities associated with this use agreement.
- Fire** The **Fire Marshal/Carmel Fire Department** shall be responsible for the enforcement of fire safety regulations. He/she may require the presence of fire marshal, if, in his/her opinion, one is needed.
- Police** The **Police Chief/Carmel Police Department** shall be responsible for enforcement of security regulations. If he/she determines uniformed police are required, User will be required to pay any costs for some.

FOREST THEATER USE AGREEMENT

Schedule "C" – continued

- Parking** User shall NOT be permitted to charge for the use of parking facilities. There shall be no reserved parking.
- Sleeping** Overnight accommodations in house trailers, campers, recreational vehicles, etc on the premises will not be permitted.

HOUSEKEEPING RESPONSIBILITIES

- No structures or sets are to be built unless **specifically** provided for herein
- No trees, shrubbery or other vegetation shall be cut, trimmed or injured.
- Fires will not be permitted except **under** the following **gridlines** established by the **Carmel Fire Department** and the **City**.
 - Fires in the pits are allowed only during full tech rehearsals, dress rehearsals, and performances
 - Only clean, unpainted firewood may be burned
 - No painted, varnished, plywood or particle board may be burned
 - No trash may be burned
 - A garden hose must be available to extinguish the fires in an emergency and after the performance
 - Fires must be extinguished after the performance and the exit of the patrons
 - Fires must be of a size so as not to endanger the vegetation, sets, actors, or audience
 - Fires shall be extinguished immediately if the **Carmel Fire Department** deems then unsafe for any reason
- User will have all vehicles associated with their events (s) parked in areas designated by the City.
- User will provide parking and traffic control for all vehicles as directed by the City and/or the **Carmel Police Department**.
- User will maintain the grounds of the entire outdoor facility during outdoor occupancy in a clean, sanitary and litter free condition and will restore the area to as good or better condition than it was received.
- User shall clean the outdoor ground (including refuse removal to dumpster), seating area and stage immediately after each outdoor performance.
- User shall repair, within five (5) days, any and all damage to the facilities and ground or any other property, which was a result of User's activities as, encompassed by this permit at organization's expense. City will be the sole judge of the extent of damage.
- All lighting cables and wire shall be kept neat and tidy.

Signed: _____ Date: _____

ATTACHMENT 2

FOREST THEATER USE AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of April, 2011, by and between the CITY OF CARMEL-BY-THE-SEA, a municipal corporation, (hereinafter referred to as "CITY") and California not-for-profit corporation, (hereinafter referred to as "USER").

RECITALS:

WHEREAS, CITY owns property with improvements commonly known as the Forest Theater located at Santa Rita and Mountain View, legally described in Exhibit "A" attached hereto and incorporated herein by this reference;

WHEREAS, improvements on the Forest Theater property consist of an outdoor theater with related facilities known as the "Outdoor Forest Theater", and an indoor theater known as the "Indoor Forest Theater" which is located beneath the stage of the Outdoor Forest Theater;

WHEREAS, USER is organized as a California not-for-profit corporation for the purpose of community educational service; and

WHEREAS, both parties desire that Theater be managed and operated as a place for public, cultural, entertainment and community events in accordance with the provisions, terms and conditions as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of mutual covenants, terms, provisions, conditions, and limitations set forth herein, the parties agree as follows:

1. **Premises.** USER desires to rent the space commonly known as the "Outdoor Forest Theater" (hereinafter referred to as "THEATER"). In addition, USER desires to rent the space commonly known as the "The Theater-in-the-Ground" (hereinafter referred to as "INDOOR THEATER").

2. **Agreement Term.** The term of this Agreement shall be for a period of five years commencing on January 1, 2011 and terminating on December 31, 2015, unless terminated sooner in accordance with the provisions of this Agreement.

3. **Use.** USER agrees to use the OUTDOOR THEATER and INDOOR THEATER for the following purposes and to limit their use to such purposes: providing public, educational, cultural, entertainment and community events.

4. **Outdoor Theater Hours of Operation (Restrictions and Limitation).**

A. With the exception of rehearsals all work including construction of sets shall end by 5:30 p.m. and shall not begin until 9:00 a.m. on Sundays.

B. All amplification of sound shall be turned off no later than 10:00 p.m. during rehearsals.

C. All rehearsals and performances shall end no later than 10:30 p.m. and the premises vacated by 11:00 p.m.

5. **Rental Rates.** USER agrees to rent the THEATER and to pay all charges as set forth in Exhibit "B" entitled, "Rental Rates and Charges", attached hereto and incorporated herein by this reference.

6. **Forest Theater Rules and Regulations; Housekeeping Responsibilities.** USER agrees to comply with all Forest Theater Rules and Regulations/Housekeeping Responsibilities as set forth in Schedule C attached hereto and incorporated herein by this reference. USER shall have any and all sub-users sign and return to USER a copy of the Forest Theater Rules and Regulations/Housekeeping Responsibilities prior to use of the facility. Further, USER agrees to comply with all laws, ordinances, and regulations adopted or established by federal, state, city or local government agencies; and USER shall notify all sub-users, agents or employees that they are also to comply with all laws, ordinances, and regulations adopted or established by federal, state, city or local government agencies.

7. **Safety.** It is the responsibility of USER to observe and enforce, and shall notify any and all sub-users of, all safety regulations as set forth in Exhibit "C" attached hereto and incorporated herein by this reference. Failure to do so shall be cause for CITY or its authorized representative, to interrupt, stop or cancel a performance.

8. **Cancellation.** This Agreement may be cancelled by either party upon thirty (30) calendar days prior written notice. In the event USER timely notifies CITY of a cancellation, CITY agrees to refund all deposits and advance payments, if any, to USER and terminate the Agreement. In the event USER does not provide CITY with proper advance cancellation notice then CITY is authorized to retain any and

all deposits or advance payments, except clean-up premise deposits which will be refunded to USER within ten (10) business days, for potential loss of revenue as a result of not renting said space to another USER or the cost of rebooking.

In the event CITY exercises its right to terminate this Agreement as set forth herein, USER agrees to waive any and all claims, including third party claims arising through USER, for damages against the CITY.

9. **Books and Records.** USER shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; and the accounting and control systems shall be satisfactory to the CITY. The CITY and the CITY'S auditor shall be afforded access to the USER'S records, books, correspondence and other data relating to this Agreement. USER shall preserve these records, books, correspondence and other data relating to this Agreement for a period of one (1) year after final payment, or for such longer period as may be required by law. In addition, USER agrees to make said records, books, correspondence and other data relating to this Agreement available to CITY at CITY'S principal place of business upon 72-hours written notice.

10. **Insurance.** USER agrees to maintain a policy or policies of insurance with the following minimum limits of liability:

A. Commercial general liability, including but not limited to premises, personal injuries, death, products, and completed operations, with a combined single limit of liability of \$1,000,000.00 per occurrence, and

B. Comprehensive automobile liability covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services pursuant to this Agreement, with a combined single limit of not less than \$1,000,000.00, and

C. USER shall maintain workers' compensation insurance in accordance with the California Labor Code with a minimum of \$100,000.00 per occurrence for employer liability.

D. USER shall provide and maintain at its own expense, during the term of this Agreement a comprehensive general liability policy, including but not limited to premises, personal injuries, products, and completed operations, of insurance, satisfactory to CITY, with a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence for property damage and for bodily injury or death of persons.

E. All insurance required by this Agreement shall be with a company acceptable to CITY and authorized by law to

conduct insurance business in the State of California. All such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years commencing November 1, 2010.

F. Each insurance policy shall provide an endorsement naming CITY, its officers, agents, employees and volunteers as Additional Insured, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by CITY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the insurance CITY.

G. Each insurance policy shall provide that CITY shall be given written notice at least thirty (30) days in advance of any change, cancellation or non-renewal thereof. Said policy shall provide identical coverage for each sub-user, if any, performing in accordance with this Agreement, or be accompanied by a certificate of insurance showing each sub-user has identical coverage.

H. As a condition precedent to CITY performance pursuant to this Agreement, USER shall file with a certificate of insurance with the City Risk Management Officer, on or before April 6, 2011, showing that they have in effect the insurance required by this Agreement. USER shall file a new or amended certificate of insurance promptly after any change is made to any insurance policy which would alter the information on the certificate then on file.

11. Notification of Taxability of Possessory Interest. Notice is hereby given that in the event any possessory property tax is created USER shall be solely responsible for the payment of any said possessory property tax levied upon the USER'S property interest.

12. Attorney Fees. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), the case shall be handled in Monterey County, California, and the party prevailing in such action shall be entitled to a reasonable attorney's fee which shall be fixed by the judge, mediator or arbitrator hearing the case and such fee shall be included in the judgment, together with all costs.

13. **Defend, Hold Harmless and Indemnification.** USER shall defend, indemnify and hold harmless the CITY and its officers, agents, employees and volunteers and related parties from, any and all claims, losses, damages, injuries, and liabilities arising from the death or injury of any person or persons, or from the damage or destruction of any property or properties including but not limited to activities related to the USER or sub-users use of the premises, including without limitation, reasonable attorney's fees and costs caused by or connected with the performance of this Agreement by USER, their sub-user, agents, contractors, employees or volunteers.

14. **Non-assignability.** USER shall not assign or transfer any interest in this Agreement nor the performance of any obligations hereunder without the prior written consent of CITY, and any attempt by USER to assign or transfer any rights, duties or obligations arising under this Agreement shall be void and of no effect.

15. **Notices and Correspondence.**

A. Notices and correspondence to CITY shall be delivered to them as follows:

City Administrator
City of Carmel-by-the-Sea
Post Office Box CC
Carmel-by-the-Sea, California 93921

B. Notices and correspondence to USER shall be delivered to them as follows:

Pacific Repertory Theater
PO Box 222035
Carmel, CA 93922

16. **Termination.** This Agreement may be terminated by CITY and/or USER by giving written notice to each of the other parties listed in this Agreement no later than thirty (30) calendar days prior to the effective date of the cancellation.

17. **Property and Equipment of User or Sub-User.** Upon termination of this Agreement, USER shall remove all of USER's or sub-user's personal property left in or about THEATER. Any personal property remaining after termination of this Agreement shall be deemed abandoned by USER or sub-user and CITY shall be authorized to dispose of said abandoned property as CITY deems

appropriate in its own discretion with or without notice to USER or sub-user.

Further, USER agrees to pay to CITY upon demand any and all costs of removal and disposal of abandoned property.

18. Agreement Contains All Understandings; Amendment.
This document represents the entire and integrated Agreement between CITY and USER and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and USER.

19. Severability. If any term of this agreement is held invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in effect.

20. Governing law. This agreement shall be governed by the laws of the State of California.

CITY OF CARMEL-BY-THE-SEA

USER: _____

BY: Jean Bull

BY: _____

ITS: Asst City Administrator

ITS: _____

4/8/11

11

FOREST THEATER USE AGREEMENT

Exhibit "A"

Lots One to Fifteen inclusive in Block 85 as shown and so designated on the map of Addition Number 5 to Carmel-by-the-Sea, Monterey County, California, filed on the date of February 9, 1910, now on file and on record in the office of the County Recorder of the County of Monterey, State of California, in Map Book Two, Cities and Towns, at page 22.

OUTDOOR FOREST THEATER USE AGREEMENT

Exhibit "B"

Final payment and Gross Receipts must be made to the City of Carmel-by-the-Sea's office within five (5) business days of performance or, in the case of a series, five (5) business days of last performance.

RATES AND CHARGES FOR FOREST THEATER

Rental of the Outdoor Forest Theater includes use of dressing rooms, backstage area and box office.

1. Technical work or rehearsals-No admission charged: **\$25.00 / day**
2. Admission charged or other consideration, per performance: **(10%)** of Gross Receipts, which is total gate.
3. A clean-up security deposit may be required by the City.

SCHEDULE OF PAYMENTS:

In event of cancellation, the City of Carmel-by-the-Sea reserves the right to retain the total payment unless another user reserves the designated space (on that date) in which case the City will retain \$100 to cover the administrative costs including rebooking.

USER agrees to pay the CITY **\$25.00** for each requested use date and on performance dates, a minimum of **\$25.00** for each performance or **ten percent (10%)** of gross receipts whichever is greater. (Gross receipts are defined as total gate.)

The City will provide a schedule of payments due at the beginning of each season beginning with the 2011 Season and ending with the 2015 Season. **Schedule "B" is attached for the five-year schedule.**

CONTRACT AND PAYMENT

A contract will be drawn up, and only after such contracts have been approved and signed by the User and the City of Carmel-by-the-Sea City Administrator, and only after appropriate advance payments have been made will the agreement become valid. All payments for the use of the theater and/or supplemental facilities will be made in strict accordance with the payment schedule included in the contract. Failure to make any payment as scheduled will terminate the contract forthwith. Any User who charges admission or collects any donation, gift, or other consideration as a condition of admission will make his/her receipts available to the City of Carmel-by-the-Sea City Administrator for inspection and will pay any additional fees [based on ten percent (10%) of gross receipt] due the City. All payments are to be made in cash, check or bank money order. First payment is to be made prior to access to premises.

FOREST THEATER USE AGREEMENT

Exhibit "C"

RATES AND CHARGES FOR INDOOR FOREST THEATER

Rental of the Indoor Forest Theater includes use of the theater under the outdoor stage and the downstairs storage area.

SCHEDULE OF PAYMENTS

USER agrees to pay the CITY \$160.00 per month, due by the 5th of each month. Additional scheduling of an outside performer (other than PacRep/Staff Players) must be approved by the CITY and not be in conflict with the other performances at the Forest Theater.

CONTRACT AND PAYMENT

A contract will be drawn up, and only after such contracts have been approved and signed by the USER and the City Administrator representing the CITY, and only after appropriate advance payments have been made will the agreement become valid. All payments for the use of the theater and/or supplemental facilities will be made in strict accordance with the payment schedule included in the contract. Failure to make a payment as scheduled will terminate the contract forthwith. Any USER who charges admission or collects any donation, gift, or other consideration as a condition of admission will make his/her receipts available to the City Administrator for inspection and will pay any additional fees (based on ten percent [10%] of gross receipts) due the CITY. All payments are to be made in cash, check, or bank money order. First payment is to be made prior to access to premises.

Signed: _____ Date: _____

FOREST THEATER USE AGREEMENT

Exhibit "D"

The facilities will be used in accordance with the conditions and requirements set forth in the "Rules and Regulations for Use of Facilities," a true copy of which is attached hereto, Schedule "C"; and User acknowledges that he is aware of these regulations. User Agreement grants the right to use only the facilities, equipment, and services as are specified. User acknowledges that he/she is aware of the extent and kind of such equipment and services.

The City will permit the User to use the facilities herein described for the periods of time herein set out, except that if such facilities are rendered untenable by fire, windstorm, earthquake, or other catastrophe or act of God, this User Agreement will be deemed canceled as between the parties; and the City shall have no obligation to User by virtue of the execution of the agreement except for the refund of any advance payment and /or deposit.

User agrees to obtain written permission to perform any material subject to copyright from the owner of the copyright prior to performing the material at FOREST THEATER. User agrees to indemnify and hold harmless the City from any and all claims, damages, or expenses arising from any violation of or infringement upon copyrights by User.

Please notify the City of Carmel-by-the-Sea of any plans for video recording or recording purposes of your performance.

Schedule "B" is attached for Seasons beginning 2011 through 2015. In the event that major upgrades are required for the Forest Theater facility, Schedule "A" will be revised at the discretion of the City.

PROTECTION OF PROPERTY AND FACILITIES

It is the responsibility of the User to protect all property and facilities in use by User, his/her agents, employees, audiences or anyone else authorized to enter property by User. An appropriate Clean-up and Security deposit may be required of each User. At the close of the contract period, the cost of replacing any loss, repairing any damage, or performing any excessive clean-up will be deducted from the deposit. If the cost of such correction exceeds the amount of the security deposit, the deposit shall be forfeit and the remainder due shall become a debt owed by the User to the City and shall be subject to collection as provided by the law. Any unused portion of the deposit will be refunded.

FOOD AND BEVERAGES

No food or beverages or other comestibles can be furnished, sold, or given away anywhere in and about Forest Theater facilities without first obtaining written permission from the City of Carmel-by-the-Sea's City Administrators office. Such permission can be revoked at any time. The request for the permit shall state the following:

- a) Type of food, beverage, or other comestibles to be furnished.
- b) The name(s) of the person(s) who will furnish the food, beverages, or other comestibles and operate the space.
- c) The name, address, and telephone number of the responsible person plus the same information for the person(s) responsible for the cleanup of space used.

FOREST THEATER USE AGREEMENT

Exhibit "D" continued

AGREEMENTS

User will complete a Forest Theater Event Report for each event. Form to be supplied by the City.

- User will file a set of construction plans and revisions with the City at least three (3) weeks prior to the beginning of any set construction. All plans, and revisions for all plans, must be drawn in accordance with standard construction practices and meet all OSHA, Uniform Codes and State safety requirements for stage/set construction at the Forest Theater. Plans and subsequent construction are the responsibility and liability of the user and subject to inspection and approval by the City.
- User will obtain a permit before any work requiring a permit is commenced, sign a notarized Hold Harmless Agreement, and provide a liability insurance endorsement policy in the amount of \$1,000,000 adding the City, its employees, elected officials, officers and agents as additionally insured pursuant to the Municipal Code of the City of Carmel-by-the-Sea.
- User will maintain the premises in a clean and neat manner. Keep the grounds and dumpster-area clean and free of trash, waste, and rubbish. Any costs for cleaning incurred by the City will be charged to the User.
- User will provide as needed, reasonable accommodation and personnel to assist disabled audience members to and from their theater seats.
- If conflicts or disagreements arise in regard to this Forest Theater Use Agreement and are not resolved, the matter will be given to the Community Services Manager. All decisions by the Community Services Manager are final.

GENERAL PROVISIONS

City will provide to the best of its ability and at its expense, utilities, maintenance of public restrooms, and waste management services. Any mechanical failure will not void this contract; the City will make every effort to correct technical and mechanical problems regarding utilities but cannot be held liable if such problems are beyond City control. Available dressing rooms will be provided at no cost to the User. All other services or conditions will be at the expense of User. User is responsible for contacting the City to arrange deliver and pick-up of a dumpster during set-up/strike. The City will clean the site prior to opening. The user agrees to abide by all rules and regulations as out by the City in Exhibit "D" and Schedule "C".

OUTDOOR FOREST THEATER USE AGREEMENT

SCHEDULE "A"

SCHEDULE OF PAYMENTS:

In event of cancellation, the City of Carmel-by-the-Sea reserves the right to retain the total payment unless another user reserves the designated space (on that date) in which case the City will retain \$100 to cover the administrative costs including rebooking.

USER agrees to pay the CITY \$ 25.00 for each requested use date and on performance dates, a minimum of \$ 25.00 for each performance or ten percent (10 %) of the gross receipts whichever is greater. (Gross receipts are defined as total gate.)

USER agrees to pay \$1,125.00 (45 tech/rehearsal days) advance payment due no later than July 20, 2005 and further agrees that additional payments will be made as follows:

10% of gross receipts for [name of play] no later than October 7, 2011
and

10% of gross receipts for [name of play] no later than October 21, 2011
and

10% of gross receipts for **Concession Stand** sales no later than October 21, 2011

Signed: _____ Date: _____

OUTDOOR FOREST THEATER USE AGREEMENT

SCHEDULE "C"

Forest Theater Rules and Regulations

- Smoking** No smoking shall be permitted within any part of the Forest Theater including stage and backstage areas. All programs printed by the User shall bear a statement indicating the regulations on smoking.
- Occupancy** Occupancy of Forest Theater will be limited to 540 persons; in addition, the number of tickets printed shall not exceed 540 per event. When selecting and producing performances, User shall be sensitive to the neighbors concern for noise and the beauty of the surroundings. No standing or sitting in aisles or on stairways is permitted. The User will not permit any person to act in any manner, which creates a hazard, an annoyance or a disturbance within any City premises; and the User will immediately take all needful corrective action should such a situation arise.
- Lighting** All legally required lights must be on at all times when facilities are occupied.
- Exits** No exit from any room, theater, stage, backstage or dressing rooms areas shall be blocked or be permitted to be blocked or obstructed in any way.
- Materials** Only non-flammable materials shall be used in the construction of scenery, drops, props, drapes, or decorations, unless they have been treated with flame-retardant material approved by the State Fire Marshal. Any flammable scenery or materials found on the stage, backstage area, or any other area, shall be immediately removed regardless of whether or not a performance is taking place.
- Personnel** All front-of-house and backstage personnel will be subject to the direction of the person in charge. An adult individual (21 years or older) must be present for all activities associated with this use agreement.
- Fire** The **Fire Marshal/Carmel Fire Department** shall be responsible for the enforcement of fire safety regulations. He/she may require the presence of a fire marshal, if, in his/her opinion, one is needed.
- Police** The **Police Chief/Carmel Police Department** shall be responsible for enforcement of security regulations. If he/she determines uniformed police are required, User will be required to pay any costs for same.

FOREST THEATER USE AGREEMENT

- Parking** User shall NOT be permitted to charge for the use of parking facilities. There shall be no reserved parking.
- Sleeping** Overnight accommodations in house trailers, campers, recreational vehicles, etc. on the premises will not be permitted.

HOUSEKEEPING RESPONSIBILITIES

- No structures or sets are to be built unless specifically provided for herein.
- No trees, shrubbery or other vegetation shall be cut, trimmed or injured.
- Fires will not be permitted except under the following guidelines established by the **Carmel Fire Department** and the City
 - Fires in the pits are allowed only during full tech rehearsals, dress rehearsals and performances
 - Only clean, unpainted firewood may be burned
 - No painted, varnished wood, plywood or particleboard may be burned
 - No trash may be burned
 - A garden hose must be available to extinguish the fires in an emergency and after the performance
 - Fires must be extinguished after the performance and the exit of the patrons
 - Fires must be of a size so as not to endanger the vegetation, sets, actors, or audience
 - Fires shall be extinguished immediately if the **Carmel Fire Department** deems then unsafe for any reason
- User will have all vehicles associated with their event(s) parked in areas designated by the City.
- User will provide parking and traffic control for all vehicles as directed by the City and/or the **Carmel Police Department**.
- User will maintain the grounds of the entire outdoor facility during outdoor occupancy in a clean, sanitary and litter free condition and will restore the area to as good or better condition than it was received.
- User shall clean the outdoor grounds (including refuse removal to dumpster), seating area and stage immediately after each outdoor performance.
- User shall repair, within five (5) days, any and all damage to the facilities and grounds or any other property, which was a result of User's activities as, encompassed by this permit at organization's expense. City will be the sole judge of the extent of damage.
- All lighting cables and wire shall be kept neat and tidy.

Signed: _____ Date: _____

COMMUNITY ACTIVITIES AND CULTURAL COMMISSION

Staff Report

March 17, 2016

To: Community Activities and Cultural Commissioners
From: Janet Bombard, Community Activities Director
Subject: Review and discuss draft Special Event Policy, provide direction/recommendation to City Council as necessary

SUMMARY:

In September 2015, Mayor Jason Burnett appointed an ad hoc Event Policy and Event Fee Waiver Policy Review Committee, and charged it with reviewing the current outdated (and sometimes conflicting) policies governing events and fees, and creating an updated, comprehensive policy in their place. The ad hoc committee consisted of Carolyn Hardy, Jim Emery, Jon Wolfe, Dick Stiles, Bob Mulford, Monta Potter and Ken White. City staff support to the committee was provided by Paul Tomasi and Janet Bombard.

In addition to the basic charge, the mayor asked the committee to address the following issues:

- Develop standard criteria for the approval of special events
- Ensure that special event fee waivers, if continued, fit within the budget set by the City Council
- Consider ways in which the special event and fee waiver policies might advance the ethics, character and strategic goals of the community
- Find ways to encourage events during the non-peak tourism months

The ad hoc committee employed a variety of methods to fulfill its charge, including:

- Reviewing, combining and incorporating still-relevant sections of existing City event and fee waiver policies into the new document
- Reviewing other cities' special event policies
- Review of existing statutes that pertain to special events (alcohol and health permits, for example)
- Securing an opinion from the City's insurance carrier as to desired levels and necessary types of coverage for events

With respect to the issue of fee waivers, the committee was of the opinion that a means of encouraging and helping special events should be retained; however, the ad hoc committee determined that limited funding of special events should be limited to the first three years of an event only and that no City funding should be allocated to any event going into its fourth year or more.

The ad hoc committee also learned of a 2008 9th District United States Court of Appeals decision (Long Beach Area Peace Network vs. City of Long Beach) that affects the way in which municipal funds may be allocated to special events.

The Court of Appeals found that allowing a City Council the discretion to fund or waive permit fees without specified criteria for making fee waiver decisions afforded the Council the opportunity to potentially engage in content-based discrimination, for making such a decision allows "the exercise of unbridled discretion" and is therefore unconstitutional.

In April, 2015, the Monterey City Council adopted an ordinance, based on the Court of Appeals finding, regarding city special events and fee waivers. In accordance with the decision, the City of Monterey identified specific criteria for the funding of special events. It also adopted a type of grant process for awarding those funds. The ad hoc committee reviewed the City of Monterey ordinance, and is proposing a similar process for allocating funding to new City special events (see pages 10 – 12 of the draft policy).

City Attorney Don Freeman reviewed the draft policy, and met with both City staff and the Ad Hoc Committee to provide suggestions and clarification during the process. The resulting document is a comprehensive policy that addresses the ad hoc committee's charge from Mayor Burnett, and clarifies and updates the City's special event permitting process.

After the policy has gone through City Council review and final edits have been made, staff will draft a one-page digest / checklist of the policy for use by Special Event applicants.

Staff wishes to thank the ad hoc Event Policy and Event Fee Waiver Policy Review Committee for the many hours and hard work its members put into the drafting of the attached proposed Special Event Policy. Special thanks go to ad hoc committee member Carolyn Hardy for volunteering to undertake the onerous task of creating the first draft of the policy and overseeing it through its many revisions, and participating in additional meetings with both staff and the City Attorney.

ATTACHMENTS:

- Attachment 1: Draft Special Events Policy, Revision 12
- Attachment 2: Email from Mayor Jason Burnett to ad hoc committee
- Attachment 3: Emails plus attachment regarding Special Event Policy insurance
- Attachment 4: Current City policies governing Special Events

City of Carmel-by-the-Sea **SPECIAL EVENTS**

POLICY

Draft



Library and Community Activities Director
Community Activities Department
Carmel-by-the-Sea, CA 93921
(831) 624-1366

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Draft

SPECIAL EVENTS POLICY

Policy No. C16-___

GENERAL

INTRODUCTION

The City of Carmel-by-the-Sea supports and encourages events that have a significant economic, charitable, or community benefit while maintaining the values and unique character of the village.

PURPOSE

The purpose of this policy is to provide guidelines, processes, and regulations for special events that will protect public property and provide safety for participants and residents, and will strike an appropriate balance between the benefits of organized events and their associated impacts on the community and on the environment.

PREVIOUS POLICIES RESCINDED

This policy incorporates relevant information contained in previously adopted City policies pertaining to events and eliminates conflicting policies. For those reasons, the following policies are to be rescinded by City Council resolution: C89-45, C90-01, C95-06 and C12-02.

CRITERIA FOR EVALUATING AND SCHEDULING SPECIAL EVENTS

Careful consideration will be made for each event being held in the City of Carmel-by-the-Sea taking into consideration the following:

COMMUNITY BENEFITS

Special events can create a sense of community by, among other things:

- Providing a social gathering place for residents and visitors.
- Establishing and maintaining local traditions.
- Enhancing and supporting the unique village character and residential values.
- Showcasing talents of local artists.
- Providing cultural, educational and recreational enrichment.
- Enhancing the local economy and the City's reputation as a world-renowned destination.
- Providing funding opportunities for local community-serving, non-profit organizations.

COMMUNITY IMPACTS

Special events can impact the community by, among other things:

- Adding to traffic congestion and exacerbating parking problems.
- Impinging on use of public spaces for passive enjoyment by area residents.
- Having a negative impact on the health and appearance of public landscaping and on the condition of public buildings and property.
- Adding direct and indirect expenses to the City budget for maintenance of public facilities.
- Adding direct and indirect expenses to City operations by diverting staff resources away from other high priority work programs and projects.

CRITERIA FOR EVENT EVALUATION

The City of Carmel-by-the-Sea has the responsibility for determining whether or not any applicant shall be entitled to hold a special event. The City shall take into account the effect

the proposed special event will have upon the community and the environment as defined in the purpose. The City will also consider:

- Whether any inconvenience that the general public may suffer is outweighed by the potential benefit to the community as a whole.
- Whether the holding of the special event as planned would create an undue burden upon the resources of the City.
- The safety of the proposed event.
- The frequency of the same or similar event(s).
- Whether the requested event date coincides with peak tourism periods.
- Whether an event is held during the off-season (typically during periods from November through March).

EVENTS THAT REQUIRE A PERMIT

A formal permit is required for use of public property in the City of Carmel-by-the-Sea for any of the following conditions:

- Exclusive use of any portion of any City property to the exclusion of the general public. (CMC Chapter 17.70 Definition of "Temporary Event")
- Support of any commercial enterprise, e.g., caterer, portable restrooms, etc.
- Sound equipment use requiring greater than a 12-volt system. (CMC Chapter 8, 56.085)
- Erection of any structure, e.g., stage, tents, etc. (CMC Chapter 12, Section 32.060)
- Any request that involves special outside or City support, e.g., traffic control, traffic cones, barricades, signage, extra trash pickup, etc.
- Any request that involves the use of a stationary internal combustion engine, e.g., gas generator.
- A gathering or assemblage of 50 people or more.

Any request for exception from current City codes, rules, regulations, restrictions and policies governing activities on City property requires City Council authorization.

CITY SUPPORT GROUPS

This policy does not apply to City support groups as designated by the City Council and defined in the City's Support Groups Policy. Requests for use of public facilities by City support groups shall be in compliance with the Support Groups Policy C89-47 dated September 21, 1989 (adopted in Resolution No. 89-121) and revised from time to time thereafter.

FACILITY USE

CITY WIDE FACILITIES USE

The City of Carmel-by-the-Sea provides for the use of municipal facilities and public property for city and community groups as set forth in Table 1. Facilities and public properties will be made available at no fee if the event is held by an official City Support Group and/or co-sponsored by the City of Carmel-by-the-Sea. Privately-sponsored group activities may use municipal facilities and public property as listed in Table 1, subject to acceptance of the established criteria and regulations, scheduling and staffing availability, and fees as set forth in this policy.

**TABLE 1
USE OF MUNICIPAL FACILITIES AND
PUBLIC PROPERTIES FOR SPECIAL EVENTS**

FACILITY	AVAILABLE FOR USE BY	RESERVATION INFORMATION	FEES
INDOOR SPACES:			
POLICE, FIRE, PUBLIC WORKS, FOREST & BEACH BUILDINGS	Departmental operations only.		N/A
CITY HALL Council Chambers Conference Room	City departments, special public agency meetings.	Call City Hall 620-2000	NONE
HARRISON MEMORIAL LIBRARY Reading Room Park Branch Youth Services Park Branch Local History	Educational, cultural, historical, departmental uses only, in accordance with Library Board Policy. Departmental uses only, in accordance with Library Board Policy.	Call Library Director 624-1366	NONE
VISTA LOBOS / J O LUMBERYARD COMMUNITY MEETING ROOM	City departments, individuals, community-based organizations, special public agency meetings, educational, cultural events.	Call Community Activities Department 620-2020	FEES VARY
FOREST THEATER	Community-based organizations, educational, cultural events.	Call Community Activities Department 620-2020	FEES VARY
OUTDOOR SPACES:			
DEVENDORF PARK	City departments, educational and cultural events	Community Activities Department 620-2020	FEES VARY
FOREST HILL PARK CARMEL BEACH	City departments, individuals, community-based organizations, special public agency meetings, educational, cultural events.	Community Activities Department 620-2020	FEES VARY

PERMIT PROCESS

On forms provided by the City, a group or individual may make application to hold a special event using public property. Applications for small-scale or special events are to be submitted at least 90 days in advance of the event and evaluated by the Staff Committee. For large-scale events drawing 7,500 people or more, applications must be submitted at least 180 days in advance.

The City is not obligated to accept applications submitted less than 90 days in advance. Special Event Permit applications may not be submitted more than one year in advance of the date of the proposed event. The application may be approved, denied, or approved with conditions by the Staff Committee. Following action by the Staff Committee, the application may be reviewed and/or approved by the Community Activities & Cultural Commission and/or the City Council.

STAFF COMMITTEE

The composition of the Staff Committee includes the following: Community Activities staff, Public Works Superintendent, Police Department staff, Planning Department staff, and Risk Manager. The Staff Committee may be expanded or contracted by enlisting the aid of other City personnel, as determined by event location or other pertinent criteria.

STAFF COMMITTEE REVIEW OF APPLICATION

The Event Organizer will be required to attend a pre-event meeting with the Staff Committee as referenced in the "Required Timeline", Attachment 1.

If the proposed use is deemed by the Staff Committee to potentially impact the community or the general public's wellbeing, the Event Organizer shall provide public notice. For annual or continuing events, the Staff Committee shall decide – taking into consideration factors such as size, complexity, significant or substantive changes, etc. – whether public noticing will be required in subsequent years.

For annual or continuing events the permit may be renewable, provided there are no significant or substantive changes to the event. Following each event the Staff Committee will evaluate the event and determine if permit conditions should be amended and/or whether it will be renewable.

All events that require downtown street closures, have a significant impact on public facilities, require a significant amount of City staff support, or require an exemption from current City codes or policies require City Council approval. City Staff will inform the Event Organizer of the date and time at which the Community Activities & Cultural Commission and/or City Council will review the application. The Event Organizer or a representative shall be present at this meeting to respond to questions.

CRITERIA FOR REVIEW OF APPLICATION

The Staff Committee will take into consideration:

- Consistency with the City's General Plan, Shoreline Management Plan, Ordinances, and Policies.
- Safety of the proposed event.
- Anticipated amount of extra personnel hours required to be furnished by the City.
- Event interference with the flow of traffic in the area and the need to close streets in a safe manner to allow emergency access for fire, police and EMS vehicles.
- Anticipated number of attendees over the entire timeframe of the special event.
- Potential need for notification to impacted neighbors or businesses.

The Staff Committee will also consider the following issues:

- Season of year/time of day/duration of activity.
- Conflicts with other events.
- Staging requirements.
- Parking.
- Street closures.
- Noise.
- Lights.
- Vehicles (trucks/number of vehicles).
- Advertising and signage.
- Sale of merchandise.

With input from the Staff Committee, the City Administrator will make a determination whether the Event Organizer has demonstrated a positive working relationship with the City and staff by:

- Cooperating/collaborating with City staff prior to, during, and after the event.
- Meeting all application deadlines.
- Properly caring for City property and/or City equipment.
- Providing a pre-event budget and post-event financial report to the Community Activities Director.

In reviewing permits, the Staff Committee shall neither discriminate nor infringe on rights related to free speech, protected classes or their Constitutional issue. If such issues arise, the City Attorney will be consulted.

PUBLIC NOTIFICATION

An event can change the normal flow of residential and business activity, potentially causing a negative impact to the community. In such cases the Staff Committee may determine that public notice to the surrounding neighborhood is required prior to reaching a decision. The applicant shall be responsible for distributing such notice.

NOTIFICATION PROCESS

If an event involves a street closure, amplified sound (more than announcements), the sale of alcohol, or more than 200 anticipated attendees, the applicant will be required to notify, in writing, all residents and businesses within 300 feet of the event venue and/or route at least two weeks prior to the Community Activities & Cultural Commission or City Council meeting at which the event will be considered. The notification must include the following information:

- Name of event.
- Description of the event, including anticipated number of attendees.
- Name of person(s) or organization(s) sponsoring the event, with contact information including phone and e-mail.
- Proposed date, time and duration of the event, including setup and tear down.
- Proposed street closure(s) and alternative route(s), if applicable.
- Use of amplified sound, if applicable.
- Sale or serving of alcohol, if applicable.
- City staff contact information.
- Date, time and location of the public meeting(s) at which the event request will be considered.

The notification may be distributed door-to-door or mailed to the impacted area. A distribution list may be obtained from the Community Planning and Building Department. The applicant must also notice the proposed event in the local newspaper, and is encouraged to use other appropriate means of distribution such as e-mail blasts, and posting the notification on community or shared boards and at the Carmel Chamber of Commerce.

To complete the notification requirement, applicant must submit a Notification Certification listing the residents and businesses that were sent the notification, and the method of notification that was used. The Notification Certification form can be obtained from the Community Activities Department.

COMPETING INTERESTS

To avoid overlapping requests for a scarce resource, the Community Activities Department will maintain a calendar to schedule events at specific sites. The following ranked priority list shall be used as a guide by the Staff Committee in resolving conflicts among competing interests:

- Contractual obligations (leases, etc.).
- City Council, Commission, or department activities.
- City-sponsored events.
- Permit renewals for annual events.
- Events to raise funds for city programs.
- New events – non-profit organizations.
- New events – for-profit organizations.

RESOLVING CONFLICTS

If two or more events are proposed within the same priority at the same time and place, the Staff Committee shall use the following criteria for making a recommendation on which event to approve:

- Local organization vs. regional or outside organization.
- Impacts of the event on the community.
- Date of application.
- Ease of rescheduling to another time or place.

APPLICATION APPROVAL / DENIAL NOTIFICATION

After review, the Community Activities Director shall notify the applicant in writing of approval or denial of all special event requests.

All parties whose special event request have been approved shall assume full responsibility for compliance with all conditions, fees, and City, State and Federal laws. They assume responsibility for their actions, and any consequences associated with the special event. The Event Organizer or any event sponsors are advised not to announce, advertise or promote events until a permit has been issued.

Permit applications may be denied at the City's sole discretion. The City may propose alternate locations or dates, or may refuse to issue a permit. If the proposed special event does not satisfactorily pass the assessment in terms of the section "Criteria for Review of Application," the application will be recommended for denial.

APPEALS PROCESS

An Event Organizer whose application is denied, or who objects to the conditions or restrictions placed on the permit, may appeal to the City Administrator by submitting a written request to the Community Activities Director within 10 working days of the date on the City's notification of denial, conditions or restrictions. The appeal must be based on the original submitted application. The appealing party will be notified in writing of the City Administrator's decision or action.

If the appealing party is dissatisfied with the City Administrator's response, the party may appeal to the City Council within 14 working days of receipt of the City Administrator's response. The appeal shall be in writing, including a copy of the appeal to the Community Activities Director and City Administrator and their responses. The appeal must be based on the original submitted application and shall include the reasons for disagreeing with the responses and include any supporting documents.

Upon receipt of the appeal, the City Council will hear the matter at an upcoming meeting. The decision of the City Council is final.

REVOCAION OF PERMIT

Any conditions not met as set out in the approval of the application may be grounds for revocation of the permit by the City.

COST RECOVERY

Through permit review, the Staff Committee will estimate direct costs (labor, equipment and materials) for trash, portable toilets, and City departments Public Safety (Police and Ambulance), Forest and Beach, Community Activities, Public Works and Administration. Permit applications will be billed for staff hours, equipment, and associated costs.

Fees are established by Resolution of the City Council. These fees shall apply to short-term use for special events. Exceptions: Cost recovery will not be required for City-sponsored events (e.g., Fourth of July celebration, Sandcastle contest, Halloween parade and birthday party, Tree-lighting Ceremony).

SPECIAL EVENT SUPPORT PROGRAM

A Special Event Support Program is funded annually through the City’s budget process by a “Community Promotions Fund.” With clearly defined, goals, criteria, and evaluation measures, the program will result in a granting process that provides equal opportunity for all interested Event Organizers, and a reporting process that demonstrates transparency and accountability for public funds.

The number of years for which an organization will be eligible for City special event support for the same event shall be no more than three years from the inception of the event.

TYPE OF EVENTS FOR SUPPORT PROGRAM

- Community & charitable event – Either small- or large-scale event that serves or benefits locally-based organizations and causes, and/or provides recreational, cultural, and social benefits to Carmel residents. City-based organizations and events that serve the Carmel community specifically receive priority in funding.
- Large-scale event – An event based in the City of Carmel that is attended by 7,500 or more people, calls attention to and promotes the City regionally, attracts visitors as well as residents, has a major impact on the commercial and residential communities, and provides measurable economic benefits to the City of Carmel; or one that requires extensive staff time for pre-event processing, preparation, monitoring, and post-event rehabilitation of the village.
- Off-season event – Any event that is held off-season, between the months of November and March (inclusive), when the City is not already impacted by a major event, holiday or peak visitor time also receives priority in funding.

ELIGIBILITY CRITERIA

To be eligible to receive City support, applicants must demonstrate that:

- The event takes place within the City.
- The event is scheduled to take place during the Fiscal Year for which the event was funded and the exact date(s), time(s) and location within the City have been determined.
- The event is not financially dependent upon receiving City support.

- The event directly or indirectly benefits the Carmel community by supporting its schools, cause-related or non-profit organizations.
- The applicant has no outstanding debt due to the City.
- The event is accessible to the community/public, but need not be free of charge.
- Participation in the organization requesting funding not be predicated on a person's race, color, religion, ethnicity, national origin, age, sex, sexual orientation, marital status, political affiliation, disability or medical condition.
- Carmel-by-the-Sea residents are served by the organization .

INELIGIBILITY

The City will not provide support to:

- Individuals.
- Events that benefit for-profit enterprises.
- Invitation-only events that are not open to the general public.
- Events that have been held in the City for more than three years.
- Event Organizers and organizations that have not fulfilled previous special event obligations.

QUALIFICATION CRITERIA

To qualify for consideration to receive City special event support, all applications must comply with the following:

- Are submitted by the deadlines (see Table 3, "Required Timeline"), in the format required, and are 100% complete. Applications that are late, incomplete, or do not fully comply with the instructions will not be considered.
- Must include a copy of the complete event budget with explanation of income and expenses, a proposed promotion/marketing plan and mutually agreed upon performance measures for evaluating the event's marketing and economic impact on the City of Carmel.
- Must show anticipated direct or indirect charitable contributions to the Carmel community in support of its schools, cause-related or non-profit organizations. Additionally, for established events having previously received partial city funding, provide documentation that shows actual charitable contributions since inception of the event.
- Include non-profit tax ID number if the event is organized by a non-profit organization.

EVALUATION MEASURES

After qualification, applications will be reviewed and evaluated based on the following:

Community & charitable events

- The Event Organizers meet the above qualifying criteria.
- The event directly or indirectly benefits the Carmel community by supporting its schools, cause-related or non-profit organizations; offering educational, cultural or arts experiences; or providing recreational or social activities.
- The event benefits a City- or sphere-of-influence-based non-profit organization.
- The event serves, involves, call attention to and promotes the City of Carmel, its residents, non-profits, schools and/or organizations.

Large-scale events

- The Event Organizers meet the above qualifying criteria.
- The event enhances the quality of life within the City with cultural, social, recreational or educational activities of interest to the community.

- The event benefits a City- or sphere-of-influence-based non-profit organization.
- The event attracts visitors to the City.
- The event calls attention to and promotes the City as a highly desirable place to live, visit, work, play, and do business.
- The event directly or indirectly benefits or promotes City of Carmel businesses.

GRANTING PROCESS & SELECTION COMMITTEE

Deadlines for funding requests correspond to the City’s budgeting cycle. The Staff Committee will evaluate all qualified applications received by the deadline and funding recommendations will be made based upon the application and the amount of funding that the City Council allocates to the “Community Promotions Fund”. Results will be presented to the Community Activities & Cultural Commission for review and its recommendations will be given to the City Council for final funding determination. The Council can approve, amend or deny any recommendation.

FUNDING LEVELS

Combined event support shall not exceed the amount budgeted annually for the “Community Promotions Fund” nor exceed the limits in the following categories:

Total funding for all small-scale events	Up to 60% of available funds
Total funding for all large-scale events	Up to 40% of available funds

FUNDING

Grants provide funding support through a “Community Promotions Fund” for qualified events to advertise and promote the City, and/or provide recreational, cultural, social benefits to residents, and offset City fees associated with executing an event in the City of Carmel. The purpose is not to fund the entirety of an event and grant awards may not cover all of an event’s cost.

The City expects to receive more applications and/or requests for grant support amounts in excess of what it can provide. There is no guarantee that the City will be able to provide all, part or any of the financial support requested by each applicant. Thus, applicants should not make commitments on the expectation of receiving City support. Recurring events do not automatically receive funding each year. Event Organizers of recurring events must apply each year to be considered.

Successful applicants will be awarded grants in the form of credits toward their City fees. Grants awarded are not intended to cover all of an Event Organizer’s costs associated with City oversight. If event costs (fees) are higher than the grant funding, the City will be owed the difference. If event costs incurred are lower than was projected during the grant process, the City will keep the difference.

The City shall retain the right to withhold or revoke funds where a recipient violates any terms of this Special Event Support Program policy, or any special event permit requirement. Compliance with this requirement shall be determined by the Community Services Director.

OTHER REQUIREMENTS

Successful applicants (while grants are under review) will be expected to follow the City’s separate Special Event Permit process and submit all necessary forms, insurance and fees as required. Applications that do not meet the requirements and are not submitted within the specified deadlines (see Table 3, “Required Timeline”) risk forfeiting the City’s Special Event support.

Successful grant recipients will be required to enter into an agreement with the City and consent to the City's terms and conditions which will include language granting the City the right to audit financials. The agreement will also include measurable objectives and performance measures for evaluating an event's marketing and economic impact. Event Organizers will be required to demonstrate how the event met, or did not meet, the objectives and measures in a required, post-event report. The Event Organizers who are funded will be required to submit such a report to the City within 60 days of the event's conclusion.

EVENT DETAILS

PERMITS

The Event Organizer is responsible for obtaining all necessary required permits. Depending on the event, these may include, but are not limited to, the following:

- Sign or banner approval from the City's Community Planning and Building Department.
- Encroachment permits from the City's Community Planning and Building Department.
- Monterey County Environmental Health Department permit.
- Department of Alcoholic Beverage Control (ABC) permit.

The Event Organizer is also responsible for ensuring that event vendors obtain all required permits including, but not limited to, Temporary Event Food Permit and Temporary Seller's Permit. Event Organizer must also ensure that event vendors have a current City of Carmel-by-the-Sea business license.

ALCOHOL

The sale of alcohol is allowed by permit only. The Event Organizer:

- Must obtain a permit from the State of California Alcoholic Beverage Control (ABC).
- Must post signs at all exits that "Alcohol is NOT Allowed Beyond this Point."
- Will be responsible for maintaining controls as specified by the Alcoholic Beverage Control Board.

Hours of sale will be regulated by the Carmel-by-the-Sea Police Department. Police may close the sale of alcohol at any time during the event in the interest of public safety or if they determine that these controls are not being followed.

The ABC Permit application must be submitted to the City for approval at least 30 days prior to the event. A copy of the temporary license must be provided to the Community Activities Department at least 10 days in advance of the event.

CROWD MANAGEMENT / EVENT SECURITY / TRAFFIC CONTROL

The Event Organizer must develop an event security plan in cooperation with the Police Department, and should incorporate an on-site private security plan for final Police Department approval. The plan should also include how vehicular and pedestrian traffic will be directed, whether there will be shuttle buses, and location of pick-up and drop-off areas. The City may require the Event Organizer to retain uniformed police personnel as needed for traffic, alcohol control and event security.

STREET CLOSURES

Permits will not be issued for such thoroughfares as San Antonio Street, Junipero Avenue, Carpenter Street, Santa Lucia, or bus/truck routes. Closure of other downtown streets will be considered on a case-by-case basis and will require City Council approval.

For any street closure, the Event Organizer will be required to provide uniformed officers or security officers on site to ensure public safety. Any closure of public streets will require physical barriers (cones, barricades, delineators) to ensure public safety. The number and placement of street barriers will be determined by the City. Rental fees for the barriers will be charged.

The Event Organizer must work with the City to specify the times and locations of all proposed lane closures and develop a traffic control plan that will ensure an adequate level of service on the public streets that remain open.

PARADES / WALKS / RUNS / RACE GUIDELINES

All proposed routes will be reviewed by the Police Department and the City to determine the impact on public safety. Any route that would severely impact public safety or others' rights will not be approved.

The duration of any parade, walk, run or race should not exceed two hours. The Event Organizer will be required to provide sufficient monitors to control the staging area, direct orderly entry from the staging area, ensure continuous forward motion of participants along the route, and direct dispersal.

An adequate number of trash receptacles as determined by the City must line the route.

INSURANCE REQUIREMENTS

The City of Carmel-by-the-Sea requires liability coverage for \$1,000,000 (or \$2,000,000 for large-scale events) for non-City-sponsored special events on City property. All property and locations that are to be utilized and insured must be listed to reflect the City's interest in the insured property.

The policy must read as follows: The City of Carmel-by-the-Sea, its public officials, officers, agents, and employees are named as additionally insured in respect to <EVENT> on <DATE>. This information is typed in the "Description of operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions. A separate, "Additionally Insured" endorsement page, with the same wording as above, is also required.

The policy must specify commencement and expiration dates for coverage of the event. NAME/ADDRESS OF INSURED must read: City of Carmel-by-the-Sea, PO Box CC, Carmel, CA 93921. The name of the insurance company writing the policy, policy number, address, e-mail address, phone and fax must be included. The Insurance Company must be a company doing business in California and must be rated A+ or better. The rating of the company must be attached to the Certificate of Liability/Additionally Insured Endorsement.

The following insurance requirements are standard for special events. The Event Organizer shall furnish the City a "Certificate of Insurance" showing there is in force the following valid policy naming the Event Organizer as insured and showing:

- **Commercial General Liability** – minimum \$1,000,000 (or minimum \$2,000,000 for large-scale events) combined single limit per occurrence for bodily injury and property damage including products and completed operations;
- **Automobile Liability** – (required for parades and car shows) minimum \$1,000,000 (or minimum \$2,000,000 for large-scale events) combined single limit per accident for bodily injury and property damage for all owned, hired or non-owned vehicles.

- **Liquor Liability** – (when alcohol is being served or sold):
 - If the Event Organizer will be supplying alcoholic beverages for no charge, the Commercial General Liability insurance should include host liquor liability coverage.
 - If the Event Organizer is using a caterer or other vendor to supply alcohol, that vendor must have liquor liability coverage with minimum limit of \$1,000,000 per occurrence.
 - If the Event Organizer intends to sell alcohol, either the Event Organizer or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol with minimum liquor liability limit of \$1,000,000 per occurrence.

AMPLIFIED SOUND

Any event using amplified sound requires a permit and must follow the regulations of Municipal Code Section 8.56.010 through 8.56.110 to avoid “unnecessary, excessive and annoying noises from all sources.”

LOGISTICS AND CLEANUP

Portable toilets: The Event Organizer shall be responsible to provide portable toilets and indicate their location on the site diagram. The number of portable toilets will be based on a formula of at least one for every 250 people, or in the case of large-scale events, as determined by the Staff Committee. City facilities will not be substituted for the requirement and shall not be included in the formula. Ten percent of the total number of toilets shall be ADA/handicapped accessible. The goal is to have at least one wheelchair accessible toilet in each grouping of portable restrooms.

Cleanup: The Event Organizer must submit an event cleanup plan and must work with the City’s waste management provider to address recycling and waste diversion. The plan must indicate sufficient staff to handle cleanup throughout the day and after the event, and sufficient equipment placed in effective locations.

- In the case of a street event, streets will remain closed to allow for adequate cleanup. Post-event cleanup must commence immediately after the end of the event.
- Litter and trash control shall include the event site and a one-block radius around the event site.
- Event Organizer shall provide copies of rental agreements for commercial dumpsters and portable toilets.

MERCHANDISE AND ALCOHOLIC BEVERAGES

There is no distinction between “direct sales” and “sale by donation” (e.g., raffles, requesting a donation in exchange for merchandise, alcohol, etc.). Table 2 shall be used as a guide to determine where such sales would be appropriate. In all cases where alcohol is sold or distributed, the operator must have all of the appropriate licenses, permits and insurance coverage.

Authorization to sell merchandise or food/beverages at locations outside the commercial district and outside a fixed place of business is usually prohibited by the Zoning Code, the Business License Code or the General Plan. Granting a permit under this Policy must therefore be limited to special events that are of limited duration, within a defined space and consistent with the following in Table 2:

**TABLE 2
SALES OF MERCHANDISE, FOOD AND ALCOHOLIC BEVERAGES
IN PUBLIC PLACES AND/OR MUNICIPAL BUILDINGS**

Municipal Location	Merchandise	Food	Alcohol
Carmel Beach	No	No	No
Del Mar Parking Lot	No	No	No
Devendorf Park	Yes	Yes	No
Forest Hill Park	Yes	Yes	No
Piccadilly Park	No	No	No
Mission Trail Nature Preserve	No	No	No
Scout House	No	Yes	Yes *
Forest Theater	No	Yes	Yes *
Vista Lobos	No	Yes	Yes *
Indoor city facilities	Yes	Yes	Yes *
Outdoor city facilities	Yes	Yes	No
Commercial streets and parking lots	Yes	Yes	No
Residential streets and parking lots	No	No	No

***Alcohol:** Permittee must have a license for sales and distribution

FOOD PERMIT / FOOD BOOTH REQUIREMENTS

The Health and Safety Code for the State of California states that the organizer of a community or special event which involves temporary food and/or food booth facilities must obtain a health permit. This applies to both selling and giving food away. The Event Organizer is responsible for obtaining all necessary permits – temporary event food and temporary seller’s permits - from the Monterey County Health Department. The Event Organizer is also responsible for ensuring that all event vendors obtain temporary event food and temporary seller’s permits.

The Event Organizer and food vendors must comply with all State and County requirements governing temporary food facilities, as outlined in the California Retail Food Code, Chapter 11 <http://cchealth.org/eh/retail-food/pdf/calcode.pdf>.

To review County requirements and download forms and applications, go to the Monterey County Health Department website at: <http://www.mtyhd.org/index.php/services/environmental-health/applications-permits-forms/>

The Event Organizer must submit a complete list of all food vendors at least 14 working days prior to the event. All participating food vendors must have valid permits from the Monterey County Health Department and a business license from the City of Carmel-by-the-Sea.

The use of single-use carryout plastic bags at any business, restaurant, corporate or individual special event is prohibited (Carmel Municipal Code Chapter 8.74).

The use of CFC-processed food packaging or polystyrene foam food packaging is also prohibited (Carmel Municipal Code Chapter 8.68).

TENT AND CANOPY REQUIREMENTS

Erection of any tent will require a permit and may be inspected by the Fire Department. Article 32 of the State Fire Code requires that permits be obtained for the rental, use, or installation of any tents over 200 square feet in size, and canopies over 400 square feet in size.

When more than one tent or canopy is installed at the same location, adjacent to one another, the total square footage shall be computed for the purpose of enforcing the need for a permit.

When erecting a tent or canopy, no stakes shall be placed into the ground (to prevent damage to streets, irrigation systems or tree roots). Weights, sand bags or barrels of water are suggested alternatives.

STREET BANNER / SIGN REQUIREMENTS

A special event permit will be issued only after a banner and/or sign permit, along with any applicable Coastal Development permit, has been obtained. Applications for those permits must be submitted to the Community Planning and Building Department for review and approval or denial. Policy C95-07 (revised May 7, 2013) "Banners on Public Property" sets forth the duration, installation, monitoring and removal of banners. Carmel Municipal Code Chapter 17.40 sets forth signage requirements and guidelines.

ELECTRICAL REQUIREMENTS

Electrical power is limited by location and the amount of power needed. The City will not be able to provide power in many locations, and in those cases the Event Organizer will need to use "whisper quiet" type generators for power in compliance with noise regulations as outlined in Carmel Municipal Code Sections 8.56.010 through 8.56.110.

AIR JUMPERS ("JUMP" HOUSES)

Inflatable structures such as "jump" houses or air jumpers are not permitted.

DEFINITIONS

For the purpose of this policy, the following definitions apply:

Application processing fee - Charges for staff time and expenses for processing special event permit applications. Application fees are established by the City Council by resolution.

City property - Any City street, sidewalk, parking lot, park, plaza, or any other property owned or controlled by the City.

City-sponsored event - A special event that meets at least one of the following criteria:

1. The event is planned, organized and executed by City staff, either solely or in cooperation with City-sanctioned partners (e.g., Fourth of July celebration, the Sandcastle Contest, Halloween parade and birthday party, and Tree-lighting Ceremony).
2. The event is held by an official City Support Group as defined in City Policy C89-47.

Community & charitable events - Serve or benefit locally-based organizations and causes, and/or provide recreational, cultural, and social benefits to Carmel residents. City-based organizations and events that serve the Carmel community specifically receive priority in funding.

Community organizations - A public or private non-profit organization that is representative of the community or a significant segment of a community, and is engaged in meeting human, educational, environmental, or public safety community needs.

Event - Includes special event.

Event Organizer - Any person or organization that conducts, manages, promotes, organizes, aids or solicits attendance at a commercial or non-commercial special event.

Merchandise - Includes goods, wares, personal property, merchandise or any other similar item that is generally sold.

Large-scale event – An event based in the City of Carmel that is attended by 7,500 or more people, calls attention to and promotes the City regionally, attracts visitors as well as residents, has a major impact on the commercial and residential communities, and provides measureable economic benefits to the City of Carmel; one that requires extensive staff time for pre-event processing, preparation, monitoring, and post-event rehabilitation of the village.

Non-profit organization – A charitable organization (not an individual) that is exempted from payment of income taxes by federal or state law as designated by IRS Code 501(c)3 and has been in existence for a minimum of three months preceding the date of application for a special event permit.

Public notification - If necessary, the Event Organizer provides notice to affected businesses and/or residents of the event's potential impacts. The Event Organizer is responsible for following the Notification Process outlined in this policy.

Public facility - Any property located within the City limits and owned by the City of Carmel-by-the-Sea.

Rental fee - A fixed amount for the rental of all or a portion of a venue, based on the length of the event; where applicable, a maintenance fee for facility rehabilitation/maintenance may be included with the rental fee if appropriate. Rental fees are established by the City Council by resolution.

Sale by donation - Refers to such events as raffles, or to monetary contributions given to offset cost of goods provided (e.g., donations toward wine provided at event for no charge).

Sidewalk - That portion of a street, other than the roadway, set apart by curbs, barriers, markings or other delineation for pedestrian travel.

Small-scale event - An event that, in the judgment of the Community Activities Director, requires less than two hours of total staff time for pre-event preparation and/or post-event rehabilitation of the event venue, does not exceed six hours in duration (including time required for set-up and take-down), and is attended by fewer than 200 people.

Special event - An activity on public property open to the general public, with or without an admission charge. Special events include:

- Any organized formation, parade, procession or assembly of persons, which may or may not include animals, vehicles or any combination thereof that is to assemble or travel in unison on any street that does not comply with normal or usual traffic regulations or controls; or,
- Any organized assemblage of persons at any park or facility, owned by the City that is to gather for a common purpose under the direction and control of a person; or,
- Any other organized activity conducted by a sponsoring organization or person for a common or collective use, purpose or benefit that involves the use of, or has an impact on, City property or facilities and the provisions of city services.

Examples of special events include, but are not limited to concerts, parades, special interest shows or expos, markets, fairs, festivals, block parties, community events or mass participation sports (such as marathons and running events, bicycle races or tours, etc.).

For the purpose of this policy, special events are distinguished from the following:

- Recurring program activities on public property, conducted by the City or by a lessee of City property, where the activity is specifically authorized by use permit and/or by the terms of the property lease; and
- Events on private property.

Special Event Coordinator - The person assigned by the City Administrator to carry out the duties and responsibilities set forth in this policy.

Special event permit - A permit issued under this policy.

Special event venue - That area for which a special event permit has been issued.

Staff Committee – Composition of the City committee includes Community Activities staff, Public Works Superintendent, Police Department staff, Planning Department staff, and Risk Manager.

Street - A way or place of whatever nature publicly maintained and open to use of the public for purposes of vehicular travel.

Support group –Associations of individuals who have voluntarily joined together in a unit whose sole or primary purpose is to provide assistance—monetary, social, cultural or otherwise, but not political—to the City or one of its departments. A group that has been formally designated by the City Council and is recognized to be private body.

Vendor - any person who sells or offers to sell any goods, food, or beverages within a special event venue.

Draft

Table 3
REQUIRED TIMELINE

WHAT ORGANIZER MUST DO PERMITTING PROCESS	DUE DATE
Submit Special Event Application including site map to the City.	At least 90 days (small events) or 180 days (large scale events) before event and no more than 1 year before the event
Submit banner/sign permit application to Community Planning and Building Department.	A minimum of 90 days before event
Submit any partial fee waiver request, accompanied by a pre-event budget.	At least 90 days in advance for consideration by CA&CC and City Council
Attend pre-event meeting scheduled by the City. Develop event security and traffic control plans in cooperation with City Staff.	New events require meeting at least 90 days in advance. Returning events require meeting 60 days in advance
Deliver written notice as need to neighbors and/or businesses.	At least 14 days prior to the public meeting at which the event will be considered
Secure and submit Certificate of Insurance to the City.	14 to 60 days before event
Secure required permits from appropriate departments or agencies.	14 to 60 days before event
Event fee estimates for City services available from the City.	14 to 30 days before event
Submit copies of all applicable permits to the City.	14 to 21 days before event
Submit applicable ABC permit application to City. Submit temporary ABC permit to City.	At least 30 days before event At least 10 days before event
Provide evidence of portable toilet and trash bin arrangements; provide an event cleanup plan.	14 days before event
If required, attend pre-event site walkthrough – arranged by the City staff.	1 to 2 days before event
GRANTING CYCLE	APPLICATION DEADLINE
For events occurring July 1 - Dec 31, Cycle #1	February 1
For events occurring Jan 1 – June 30, Cycle #2	September 1
HOLDING THE EVENT	SCHEDULED EVENT DATE
Clear event site of all remaining litter	Immediately after event
Remove all event equipment from event site (portable toilets, fencing, booths, stage, signs, etc.).	Within 24 hours after event and/or before start of business the next day. Signs are to be removed immediately after event.
If required, post-event site walkthrough – arranged by the City staff.	1 to 2 days after event
Post-event meeting with the Staff Committee.	7 to 30 days after event
Submit post-event financial report reflecting income and expenses.	7 to 30 days after event

Janet Bombard

From: Jason Burnett <jason.burnett@gmail.com>
Sent: Tuesday, September 01, 2015 12:37 PM
To: Jim JamesEmery; Jon Wolfe; Dick and Barbara Stiles; Robert Mulford; Monta Potter; Jean & Ken White; Carolyn Hardy
Cc: Doug Schmitz; Ken Talmage; Janet Bombard; Paul Tomasi
Subject: Event policy and event fee waiver

Jim, Jon, Dick, Bob, Monta, Ken, and Carolyn,
Thank you for being willing to serve on the ad hoc Event Policy and Event Fee Waiver Policy review committee.

The basic charge of the committee is to review the several conflicting and outdated policies that apply to events and fees and seek to create one comprehensive policy that addresses the various problems that we've identified.

Doug and I are quoted outlining the problems
here: <http://pineconearchive.fileburstedn.com/150508PCA.pdf> and
here <http://pineconearchive.fileburstedn.com/150501PCfp.pdf>

From May 1:

"We definitely do have an issue — our policy is not work- ing the way it should, and our implementation of the policy is not working the way it should," [Jason B] said. "We have different documents that are sometimes conflicting, and the public's confused, organizers are confused, our staff are trying to work through those conflicting documents, and it's not fair to any of them." "The goal, [Jason] said, should be to have predictable, fair fees that adequately compensate the city for the resources it uses on events while not over burdening the organizers. And the approval of the events themselves should follow some standard criteria, not whether the city council likes them or not."

Event fee waivers, if continued, must be done in a way that fits within the budget set by the City Council. Doug can provide those figures for this fiscal year.

I'd also encourage the committee to consider ways that the event policy and event fee waiver policy can advance the ethics, character and strategic goals of the community. For example, generally we are at or over capacity for visitors in August and we are not in January. Is there a way to encourage events in our down season and not in our peak season?

Doug has advised that Paul Tomasi and Janet Bombard will help the committee from the staff perspective. By way of this email I am asking Paul and/or Janet to work to schedule a kick-off committee meeting as soon as possible.

Please feel free to contact me with any questions.

Thank you again for serving our community.

Jason

Janet Bombard

Subject: City of Carmel by the Sea Special Event Policy regarding insurance

From: Janet Bombard
Sent: Tuesday, December 29, 2015 4:05 PM
To: 'Joan Crossley' <jcrossley@alliant.com>
Subject: City of Carmel by the Sea Special Event Policy regarding insurance

Hi Joan,

The City has appointed an ad hoc committee to revise our current Special Event Policy. A few questions regarding insurance have come up, and I am hoping that you would be willing to help us.

I know you are familiar with the current policy requiring coverage of \$1,000,000 or more, plus additional workers compensation coverage, if applicable.

I have been researching what other cities in California require and, as you might imagine, it varies greatly. I have attached a document to this email that shows what some other California cities require for their special events.

Our questions are as follows:

1. What triggers the need for additional workers compensation coverage? It would seem all special events, unless put on by one person, would require it.
2. How much additional workers compensation coverage should be required?
3. Is there a difference between volunteers and workers with regard to workers compensation coverage?
4. We have two very large events – both antique automobile shows – that draw between 10,000 and 15,000 spectators each. It seems as though the City should require more coverage than the standard \$1,000,000 for events such as this due to the fact that the automobiles are extremely expensive pieces of equipment and drive through streets thronged with spectators.
5. We have events at which alcohol is sold and served. Should these require additional insurance as well?

We are looking for a recommendation as to what levels and amounts of insurance the City should be requiring for its Special Events? The ad hoc committee and I are extremely grateful for any help you can give us.

Thank you,

Janet

Janet Bombard
Library and Community Activities Director
City of Carmel-by-the-Sea
(831) 624-1366
jbombard@ci.carmel.ca.us

Janet Bombard

Subject: FW: City of Carmel by the Sea Special Event Policy regarding insurance
Attachments: Insurance Requirements for Short Term Rental of Facilities.docx

From: Joan Crossley [mailto:jcrossley@alliant.com]
Sent: Tuesday, January 05, 2016 10:50 AM
To: Janet Bombard <jbombard@ci.carmel.ca.us>
Subject: RE: City of Carmel by the Sea Special Event Policy regarding insurance

Hi Janet,

Attached are Insurance Requirements for Short Term Rental of Facilities. These requirements can be used for special events held on City property (where it reads entity, you can change to City of Carmel-by-the-Sea). These requirements also have a section on Liquor Liability. Also, please see below for responses to your questions. If you have further questions, let me know. Thanks.

1. What triggers the need for additional workers compensation coverage? It would seem all special events, unless put on by one person, would require it.

Most cities do not require Workers' Compensation coverage for special events. When we give insurance recommendations here at Alliant, we do not include Workers' Compensation coverage for special events. Special events are short term, usually only one or two days, and many events are held by private individuals. That being said the City of Carmel can decide to require Workers' Compensation when a business is holding a special event. Workers' Compensation requirements for a business are: Workers' Compensation with statutory limit and Employer's Liability insurance with limit of no less than \$1 million per accident for bodily injury or disease.

NOTE: Sole proprietors with no employees are not required to carry Workers' Compensation coverage.

P.S. I would not use the City of San Diego information on your attached document. Their reference to Workers' Compensation is incorrect; both in terms of the limit and aggregate (there is no aggregate in Workers' Compensation).

2. How much additional workers compensation coverage should be required?
Please see Workers' Compensation requirements under no.1 for a business.

3. Is there a difference between volunteers and workers with regard to workers compensation coverage?
Workers (employees) are covered under Workers' Compensation while volunteers may or may not be covered depending on whether the business elects to cover their volunteers under Workers' Compensation. However, a volunteer who is not covered under Workers' Compensation can file a claim under the Commercial General Liability policy of the business. From the City's standpoint regarding special events, you don't have to worry about volunteers as the volunteers are acting under the direction of the business, not the City of Carmel.

4. We have two very large events – both antique automobile shows – that draw between 10,000 and 15,000 spectators each. It seems as though the City should require more coverage than the standard \$1,000,000 for events such as this due to the fact that the automobiles are extremely expensive pieces of equipment and drive through streets thronged with spectators.

Yes, it's a good idea for the City to require higher limits for larger events. The City can increase the Commercial General Liability insurance limit to anywhere between \$2,000,000 per occurrence to \$5,000,000 per occurrence.

5. We have events at which alcohol is sold and served. Should these require additional insurance as well?

Yes, see below:

If special event holder will be supplying alcoholic beverages for no charge, the Commercial General Liability insurance should include host liquor liability coverage.

If special event holder is using a caterer or other vendor to supply alcohol, that vendor must have liquor liability coverage with minimum limit of \$1,000,000 per occurrence.

If special event holder intends to sell alcohol, either the special event holder or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol with minimum liquor liability limit of \$1,000,000 per occurrence.

****Please note our new address below. Telephone numbers remain the same.****

Joan Crossley, AINS, AIS, CISR, CIC, CRM
Assistant Vice President/Account Executive
Specialty Group
Alliant Insurance Services, Inc.

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www.alliant.com

CA License No. 0C36861



From: Janet Bombard [<mailto:jbombard@ci.carmel.ca.us>]
Sent: Tuesday, December 29, 2015 4:05 PM
To: Joan Crossley
Subject: City of Carmel by the Sea Special Event Policy regarding insurance

Hi Joan,

The City has appointed an ad hoc committee to revise our current Special Event Policy. A few questions regarding insurance have come up, and I am hoping that you would be willing to help us.

I know you are familiar with the current policy requiring coverage of \$1,000,000 or more, plus additional workers compensation coverage, if applicable.

I have been researching what other cities in California require and, as you might imagine, it varies greatly. I have attached a document to this email that shows what some other California cities require for their special events.

Our questions are as follows:

1. What triggers the need for additional workers compensation coverage? It would seem all special events, unless put on by one person, would require it.
2. How much additional workers compensation coverage should be required?
3. Is there a difference between volunteers and workers with regard to workers compensation coverage?

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Insurance Requirements for Short Term Rental of Facilities

Renter shall procure and maintain for the duration of the rental period insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the facilities and the activities of the renter, his guests, agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Commercial General Liability- Coverage shall be at least as broad as Insurance Services Form CG 00 01 on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

If the renter maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the renter. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of the rental of the facility, work or operations performed by or on behalf of the Renter including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Renter's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Renter's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Renter's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Waiver of Subrogation

Renter hereby grants to Entity a waiver of any right to subrogation which any insurer of said Renter may acquire against the Entity by virtue of the payment of any loss under such insurance. Renter agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

Liquor Liability

If Renter will be supplying alcoholic beverages, the Commercial General Liability insurance should include host liquor liability coverage. If Renter is using a caterer or other vendor to supply alcohol, that vendor must have liquor liability coverage with minimum limit of \$1,000,000 per occurrence. If Renter intends to sell alcohol, either the Renter or vendor providing the alcohol for sale must have a valid liquor sales license and liquor liability insurance covering the sale of alcohol with minimum liquor liability limit of \$1,000,000 per occurrence.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Renter shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity *at least five days* before Renter commences activities.

ATTACHMENT 4

POLICY NO. C95-06

SHORT-TERM USE OF PUBLIC SPACES AND MUNICIPAL BUILDINGS FOR SPECIAL EVENTS

GENERAL:

The City of Carmel-by-the-Sea provides for the short-term use of municipal facilities and public property by groups and individuals. Facilities and public properties will be made available at no fee if the event is sponsored or cosponsored by the City. Co-sponsorship with community groups shall be determined on a case-by-case basis by the City Council. Activities may be conducted in or on municipal facilities and public property subject to the permit process and criteria established herein. This policy also applies to the following:

1. Support Group as designated by the City Council which are also regulated by Policy No C89-45.
2. The use of Library facilities, Vista Lobos and Sunset Center, which are also governed by adopted policy.

EVENTS REQUIRING PERMITS

Conditions that require a formal permit for use of public property in the City of Carmel-by-the-Sea are those that include any of the following:

1. A request for the exclusive use of any portion of any City property to the exclusion of the general public; or
2. Any request that involves the support of any commercial enterprise, e.g. caterer, porta-potties, etc.; or
3. A request that involves sound equipment greater than a 12 volt system; or
4. Any request that involves the erection of any structure, e.g. stage, tents, etc.; or
5. Any request that involves special outside or City support, e.g. traffic control, traffic cones, barricades, signage, extra trash pick up, etc.; or
6. Any request that involves a gathering or assemblage of more than 50 people; or
7. Any request that involves the use of any internal combustion engine, e.g. gas generator; or
8. Any request for exemption from current City codes, rules, regulations, restrictions, and policies governing activities on City property.

PERMIT PROCESS

On forms provided by the City, a common activity group or individual may make application to the City to hold a special event using public property. Applications are to be submitted at least sixty (60) days in advance of the event and be evaluated by a staff committee, which shall forward its recommendation to the City Administrator for action. The decision of the City Administrator is appealable to the City Council. The application may be approved, denied, or approved with conditions. The staff committee membership is as follows:

- * Risk Manager – Chairman
- * Police Chief
- * Fire Chief
- * Principal Planner

The committee may be expanded at the discretion of its chairman by enlisting the aid of other City personnel. For example, if the proposed use would occupy a park, the Forest, Parks and Beach Director would be part of the committee.

If the proposed use is deemed, by the committee, to potentially impact a certain segment of the community or the general public's well being, the committee shall provide public notice and an opportunity for comment prior to making its recommendation.

For annual or continuing events (e.g. Surfabout) the permit would be renewable. However, following each event, the staff committee would evaluate the activity and determine if permit conditions should be amended before the next renewal.

For events subject to special City permits (e.g., use permits) or subject to environmental review, the staff committee would make its recommendations to the appropriate City decision-making body. All environmental reviews would be forwarded to the Planning Commission.

PERMIT CONSIDERATION REVIEW GUIDELINES:

In reviewing permits, the Committee would consider the following issues (and may add new issues raised by the particular application):

- ❖ “staging” requirements (space, special equipment, etc.)
- ❖ parking
- ❖ street closures
- ❖ noise
- ❖ lights
- ❖ vehicles (trucks/number of vehicles)
- ❖ season of year/time of day/duration of activity
- ❖ conflicts with other events
- ❖ advertising and signage
- ❖ sale of merchandise
- ❖ General Plan consistency

In reviewing permits, the Committee shall neither discriminate nor infringe on rights related to free speech, protected classes or other Constitutional issues. If such issues arise, the City Attorney would be consulted. The Committee may determine that public notice to the surrounding neighborhood is required prior to reaching a decision. In such cases, the applicant shall be responsible for distributing such notice.

MERCHANDISE AND ALCOHOLIC BEVERAGES:

There is no distinction between "direct sales" and "sale by donation". Table I hereof shall be used as a guide to determine where such sales would be appropriate. In all cases where alcohol is sold or distributed, the operator must have all of the appropriate licenses, permits and insurance coverage.

Authorization to sell merchandise or food/beverages at locations outside the commercial district and outside a fixed place of business are usually prohibited by the Zoning Code, the Business License Code or the General Plan. Granting a permit under this Policy must therefore be limited to special events that are of limited duration, within a defined space and consistent with Table I.

COMPETING INTERESTS:

The Chief of Police will maintain a calendar to schedule events at specific sites. This is intended to avoid overlapping requests for a scarce resource. The following ranked priority list shall be used as a guide by the Committee in resolving conflicts among competing interests:

1. Contractual obligations (leases, etc.)
2. City Council, Commission, or department activities
3. City-sponsored or cosponsored events
4. Permit renewals for annual events
5. Events to raise funds for City programs
6. New-events – nonprofit organizations
7. New events – for profit organizations

RESOLVING CONFLICTS:

If two or more events are proposed within the same priority at the same time and place, the committee shall use the following criteria for making a recommendation on which event to approve:

- Local organization vs. regional or outside organization
- Impacts of the event on the community
- Date of application
- Ease of rescheduling to another time or place

COST RECOVERY:

The City shall not bear financial burdens created by private, short-term use of public spaces unless there is a direct connection to the City through sponsorship or fund-raising. Through permit review, the staff committee will estimate direct costs (labor, equipment and material) for Police, Fire, ambulance, trash, portable toilets, Forest and Beach, Recreation, Public Works and Administration. Permit applications will be billed for actual staff hours, equipment, and associated costs.

Fees are established for the use of certain City facilities by Resolution of the City Council. These fees, which are included in City Policy No. C90-01 and Resolution No. 94-106, shall apply to short-term use for special events.

Exceptions: Cost recovery will not be required for City-sponsored events (e.g., Halloween parade, Parkfest, tree-lighting). Cost recovery will not be required for fund-raising events where at least 80% of the funds raised will be donated to an approved City program.

INSURANCE REQUIREMENTS

The City of Carmel-by-the-Sea will obtain insurance liability coverage for up to thirty-five events at public facilities per year. In determining the allocation of the thirty-five community events, first priority will be given to organizations based within Carmel-by-the-Sea, followed by those based within the greater Carmel area (Sphere of Influence), the Monterey Peninsula and Monterey County.

The determination as to whether or not a waiver of the insurance liability coverage shall apply to a requesting party is left to the responsibility and judgment of the City staff. If thirty-five events have been held under the insurance waiver or, at the determination of City staff, the event should not receive a waiver because of the type of activity, then the group using a municipal facility shall maintain proof of insurance liability coverage for one million dollars (\$1,000,000) and shall name the City, its public officials, and its employees as additional insureds on the insurance policy certificate. In no event will the City's insurance waiver of thirty-five community events per year include an event at which alcoholic beverages are to be served, unless such events has been sanctioned by the City Council.

CRITERIA FOR WAIVER OF INSURANCE REQUIREMENTS

In order for an applicant to receive a waiver of the insurance requirements, the following criteria shall be met:

1. The event to be held in a municipal facility and/or on public property must be primarily a public service to the community and without a commercial objective. The event shall be primarily educational vs. primarily commercial, and will not be for obvious commercial gain.

2. The event shall be open to the general public.
3. Events shall take the form of meetings, speeches, discussions, forums, etc. No event which involves extensive physical exertion or activity will be issued a waiver.
4. The event must be a one-time special event or not part of an ongoing series of activities.
5. No admission charge, fee or donation shall be assessed for the general public's participation at the event.
6. No alcoholic beverages shall be served in conjunction with the event except as specified above.

INSURANCE WAIVER APPLICATION PROCESS

All request for a waiver of liability insurance must be made on a City "Liability Insurance Waiver" form and submitted to the Assistant City Administrator, who shall review all requests and determine whether the application complies with the guidelines and criteria of this Policy. The request for waiver shall then be submitted to the City Administrator for approval and/or a determination to forward the waiver application to the City Council. If the application is to be reviewed and determined by the City Council, the Council's action shall be approved via the adoption of Resolution. The City reserves the right to deny the waiver of liability insurance for any event or activity that, in the City's opinion, poses health, safety or insurance risks.

For insurance requirements related to alcohol, see Policy No. C89-17.

TABLE I

MERCHANDISE, FOOD AND ALCOHOLIC BEVERAGES IN PUBLIC PLACES
AND/OR MUNICIPAL BUILDINGS

Municipal Location	Merchandise	Food	Alcohol *
Carmel Beach	No	No	No
Del Mar Parking Lot	No	No	No
Parks:			
Improved (P-2) (Forest Hill Park, Devendorf and Piccadilly)	Yes	Yes	No
Natural (P-1) (Mission Trail Nature Preserve and Carmel Beach)	No	No	No
Sunset Center Facilities Complex:			
Sunset Center	Yes	Yes	Yes
Scout House	No	Yes	Yes
Cottages	Yes	Yes	No
Forest Theater	No	Yes	Yes
Vista Lobos	No	Yes	Yes
City Facilities:			
Indoor	Yes	Yes	Yes
Outdoor	Yes	Yes	No
Commercial Streets and Parking Lots	Yes	Yes	No
Residential Streets and Parking Lots	No	No	No

* Alcohol: Permittee must have a license for sales and distribution.

CITY OF CARMEL-BY-THE-SEA
CITYWIDE FACILITIES USE POLICY

GENERAL:

The City of Carmel-by-the-Sea provides for the use of municipal facilities and public property for city and community groups. Facilities and public properties will be made available at no fee if the event is sponsored by the City of Carmel-by-the-Sea. Co-sponsorship with community groups shall be determined on a case-by-case basis by the City Council. Privately sponsored group activities may use municipal facilities and public property subject to acceptance of the established guidelines and criteria, scheduling and staffing availability, and fees as set forth in this policy.

RESPONSIBILITY FOR IMPLEMENTATION OF THE POLICY:

City Commissions are provided the authority to hold and schedule events for the community at public facilities for which the Commission is responsible. Requests to the City to cosponsor events will be determined by the City Council on a case-by-case basis. Private parties and organizations desiring to use public facilities shall meet the criteria established herein. A final determination of the request of a private party or organization shall reside with the City Administrator or his designee and will be based upon the adopted criteria and guidelines, as well as the availability of the facility. Requests for use of City facilities for which the adopted criteria and guidelines are not clearly met shall be referred to the City Council.

INSURANCE REQUIREMENTS:

The City of Carmel-by-the-Sea will obtain insurance liability coverage for up to thirty-five events at public facilities per year. In determining the allocation of the thirty-five community events, first priority will be given to organizations based within Carmel-by-the-Sea, followed by the greater Carmel area (Sphere of Influence), the Monterey Peninsula and Monterey County.

The determination as to whether or not a waiver of the insurance liability coverage shall apply to a requesting party is left to the responsibility and judgment of the City staff. If thirty-five events have been held under the insurance waiver or, at the determination of City staff, the event should not receive a waiver because of the type of activity, then the group using a municipal facility shall maintain proof of insurance liability coverage for One Million Dollars (\$1,000,000) and shall name the City of Carmel-by-the-Sea as an additional insured on the insurance policy. In no event will the City's insurance waiver of thirty-five community events per year be applied to an event at which alcoholic beverages are to be served unless such event has been sanctioned by the City Council.

CRITERIA FOR WAIVER OF INSURANCE REQUIREMENTS:

In order for a community group to receive a waiver of the insurance requirements, the following criteria shall be met:

1. The event to be held in a municipal facility and/or on public property must be primarily a public service to the community and without a commercial objective. The event shall be primarily educational vs. being primarily commercial and will not be for obvious commercial gain.
2. The event shall be open to the general public.
3. Events shall take the form of meetings, speeches, discussions, forums, etc. No event which involves extensive physical exertion or activity can receive a waiver.
4. The event must be a one-time special event and not part of an ongoing series of activities.
5. No admission charge, fee or donation shall be assessed for the general public's participation at the event.
6. No alcoholic beverages shall be served in conjunction with the event except as specified above.

INSURANCE WAIVER APPLICATION PROCESS:

All requests for a waiver of liability insurance must be made on a City "Liability Insurance Waiver" form and submitted to the Director of Administrative Services. The Director shall review all requests and determine whether the application complies with the guidelines and criteria of the Policy. The request for waiver shall then be submitted to the City Administrator for his approval and/or a determination to forward the waiver application request to the City Council. If the application is to be reviewed and determined by the City Council, the Council's action shall be approved via the adoption of a Resolution. The City reserves the right to deny the waiver of liability insurance for any event or activity that, in the City's opinion, poses health, safety or insurance risks.

SUPPORT GROUPS:

This Policy does not apply to support groups as designated by the City Council and defined in the City's Support Groups Policy. Requests for the use of public facilities by support groups shall be in compliance with the Support Groups Policy as adopted by the City Council via Resolution No. 89-121 on 3 October 1989 and amended from time to time thereafter.

INFORMATION REGARDING USE OF MUNICIPAL FACILITIES

Facility:	Available for Use by:	Reservation Information:	Fee:
CITY DEPARTMENTS:			
Police			
Fire	Departmental		
Public Works	Operations only		
Forestry & Beach			
FLANDERS MANSION:	Restricted	Call 624-1279 Director of Admin. Services	Fees vary according to event
**			
CITY HALL:	City Departments		none
1) Council Chambers			
2) Conference Room	Community Organizations Special Public Agency Meetings	Call 624-2781 Administrative Secretary	none
**			
YOUTH CENTER:	Carmel Youth Center Board Activities; Recreation Dept./ Recreation Commission Activities	Call 626-1255 Administrative Secretary	fees vary according to event
**			
HARRISON MEMORIAL LIBRARY:	Educational, Cultural, Historical, Departmental Uses Only in Accordance with Library Board policy	Call 624-1366 Administrative Assistant	none
1) Reading Room			
2) Park Branch Youth Services Activity Area			
3) Park Branch Local History Room	Departmental Uses Only		

OUTDOOR SPACES FOR PUBLIC USE WITH NO FEE:

- Devendorf Park
- Forest Hill Park
- Mission Trail Park
- Carmel Beach
- Rowntree Arboretum (donations accepted)

**Scheduling subject to availability of room and staffing

SUNSET COMMUNITY AND CULTURAL CENTER
San Carlos between 8th & 9th
624-3996

All facilities are available free for all City departments, City sponsored organizations and special public agency meetings may have free use of the facility when authorized.

A. THEATER

Theater rental includes use of Room #9 and below stage dressing rooms. Box office staff, stagehands and miscellaneous staff are available at established fees upon request through the Director's office. An insurance certificate for \$1 million public liability and \$1 million property damage is required. The City of Carmel-by-the-Sea and Sunset Center are to be listed as additional insureds on the certificate. A Host Liquor Liability Insurance certificate for the Sunset Center Complex is required if alcohol is to be served.

THEATER RENTAL FEE:

Per day - with <u>no</u> admission charge	\$100
Per day - with collection of admission charge or other consideration	Minimum fee of \$200 or 10% of gross receipts

OTHER FEES:

Rehearsal setup/takedown- no audience permitted	\$15 per hour or \$45 per day for 5 or more consecutive days of rehearsal
Overtime - beyond contract specified time	\$20 per hour for each hour or fraction
Stage manager fee required for both performance and rehearsal	\$15 per hour
Other required personnel	Rate to be agreed upon
Per performance security deposit (refundable)	\$200
Required per performance usher charge (Determined by Municipal Resolution)	\$ 25

Full stage setup/lighting equipment	\$ 45 flat rate per 3 hour use
Per performance intercom rental	\$ 25
Dance floor rental	\$ 40
Per performance Sony reel-to-reel tape deck rental	\$ 25
Per performance projector/projectionist fee	\$ 60 per hour
Per performance portable movie screen	\$ 15
Per performance Follow Spot/Follow Spot operator	\$ 60 -

B. MEETING ROOMS (excluding monthly rental and long term leases)

Rental with collection of admission, tuition or donations constitutes commercial use of room. The rental fee for commercial use is the minimum room rental rate or 10% of the gross receipts (maximum \$750), whichever is greater. A manifest report to the Director's office within 5 working days following use is required. A final report of the total gross income within 5 working days following the last session is required if the room is used more than one time.

MEETING ROOM FEES:

- A. Base Fee (includes standard set up) - \$25 per 4 hour period or any portion thereof Monday through Friday, 8:30 - 5:00. All day use - \$45 per day. Evenings, holidays, Saturday & Sunday - \$30 per 4 hour period or any portion thereof.

Bingham Room #3 47 capacity	Community Room #6 47 capacity
Babcock Room #8 47 capacity	Community Room #10 47 capacity
Chapman Room #4 47 capacity	Room #14B 30 capacity
* Chapman Room kitchen	

Additional Fees:

- Additional room setup arrangement fee - \$20
- * Use of kitchen fee - \$15
- Fee for use after 11:00 pm - \$15 per hour

- B. Base Fee (includes 100 chairs)-\$40 per 4 hour period or any portion thereof Monday through Friday 8:30 - 5:00. Evenings, holidays, Saturday and Sunday - \$45 per 4 hour period or any portion thereof. All day use including evening \$80. Carpenter Hall, all day use - \$80; Scout House, all day use - \$50.

Carpenter Hall #20

150 capacity

*Carpenter Hall kitchen

Scout House

124 capacity

*Scout House kitchen

Additional Fees:

Setup fee for more than 100 chairs - \$20

*Use of kitchen fee - \$15

Fee for use after 11:00 pm - \$15 per hour

OUTDOOR THEATER

East Side Mountain View between Santa Fe & 8th
Sunset Center Administrative Office 624-3996

A. FOREST THEATER COMPLEX

Daily rental for outdoor theater including scene dock,
piano dock, light and sound shed, box office and restrooms \$25

With admission charge or other considerations, per performance or meeting - 10% of total gross receipts, minimum fee \$25
(Manifest, due in the Director's office within 15 working days, is required following occupancy)

B. THEATER IN THE GROUND

Monthly rental fee \$160

APPLICATION FOR REDUCTION OF INSURANCE REQUIREMENTS FOR THE USE OF
CARMEL-BY-THE-SEA MUNICIPAL FACILITIES

With the approval of the City Administrator, the City's one million dollar (\$1,000,000) liability insurance requirement may be reduced for publicly or privately held events in municipal facilities, if the sponsoring group meets the following criteria:

1. The event to be held in a municipal facility must be sponsored by a non-commercial organization.
2. The event must be open to the public.
3. Events must take the form of meetings, speeches, discussions, forums, etc. No physical activity can be associated with the event.
4. The event must be a one-time special event, not part of an ongoing series of activities.
5. No admission charge will be assessed for the event.
6. No alcoholic beverages will be served in conjunction with the event.

REQUESTED MUNICIPAL FACILITY: _____

DATE & HOURS OF EVENT: _____

DESCRIPTION OF EVENT
& ESTIMATED ATTENDANCE: _____

NAME OF ORGANIZATION: _____

NON PROFIT ID NUMBER: _____

CONTACT PERSON: _____

ADDRESS: _____

DAYTIME PHONE: _____

APPLICATION
DATE: _____

THIS APPLICATION MUST BE SUBMITTED TO THE CITY'S RISK MANAGER SIX WEEKS PRIOR TO THE SCHEDULED EVENT.

THE CITY RESERVES THE RIGHT TO DENY REDUCTION OF LIABILITY INSURANCE FOR ANY EVENT OR ACTIVITY THAT, IN THE CITY'S OPINION, POSES COMMUNITY HEALTH, SAFETY OR INSURANCE RISK.

City Council Resolution: _____ Date: _____

City Administrator Approval: _____ Date: _____

Risk Manager Approval: _____ Date: _____

CITY COUNCIL POLICY C12-02
EVENT FEE WAIVERS
Revised July 1, 2014

- I. Purpose
- II. Community Event Fees
- III. Application Process
- IV. Documentation Required with Waiver Request
- V. Additional Documentation Required for Established Events
- VI. Guidelines

I. Purpose

The City supports and encourages events that have a significant economic, charitable, or community benefit. The City will consider waiving certain fees in order to promote the City and special events. The City is regularly being approached to waive fees for Community Events. This policy is designed to outline the process and criteria for the submittal, and review by Council, of fee waiver requests.

II. Community Event Fees

Fees eligible for Waivers:

- Special Event Permit Fee
- Fees associated with street closures
- Fees associated with events on the beach or at City Parks
- Parking stall fees

Fees not eligible for Waivers:

- Grant writing expenses
- Damage deposits
- Overtime costs for City personnel
- Costs for personnel with which the City contracts in order to facilitate the event

III. Application Process

- An applicant shall submit in writing a request for a fee waiver to the Community Activities Director
- All special event fee waiver requests will first be considered by the Community Activities and Cultural Commission (CA&CC) at a regularly scheduled meeting.
 - a. In the case of requests for fee waivers for new events - or established events that have previously received a waiver of fees and are within the three-year window outlined in the Guidelines below - the Community Activities and Cultural Commission may make a formal request to the City Administrator to waive eligible fees up to \$5000 instead of securing Council approval
 - b. Requests for fee waivers from events going into their fourth year or more must come to the City Council after being reviewed by the Community Activities and Cultural Commission.
- The City Administrator shall be given authority to apply this policy for waivers up to \$5000

- Staff or the applicant can appeal a waiver request to the City Council.
- Events proposed for co-sponsorship must be placed on a City Council agenda

IV. Documentation Required With Waiver Request

- Detailed scope of the event
- Proposed budget for the event
- Anticipated economic impact to the City and community
- Anticipated positive and negative impacts of the event on the community
- What charitable contributions will be made (if any), either directly or indirectly, to the community? What is the anticipated amount or percentage of the contribution(s) and to what organization(s) will it be made?
- Written survey of businesses and/or residents affected by the event indicating their acceptance of the proposed event

V. Additional Documentation Required for Established Events That Have Received Fee Waivers

- Past financial statements since inception of event
- Documentation showing actual charitable contributions to organizations within the 93921 zip code area since inception of event

VI. Guidelines

- The number of years for which an organization will be eligible for ongoing waivers of fees for the same event shall be no more than three years from the inception of the event
- Charitable contributions will be made to charitable organizations within the 93921 zip code area
- The total dollar amount of fee waivers authorized each fiscal year shall not exceed \$27,500
- The City shall waive no more than \$5,000 in fees for a special event
- Priority will be given to organizations that provide educational and/or community programs and events that are open to the general public free of charge