

DELAVAN PARKS & RECREATION DEPARTMENT

Phoenix Park Band Shell Policy

The Phoenix Park Band Shell is owned by the City of Delavan, with the operation of the facility under the direction of the Parks & Recreation Director with assistance from The Friends of the Band Shell Group.

The policies governing the operations of the Phoenix Park Band Shell, have been established by the Parks & Recreation Commission and adopted by the City of Delavan Common Council, in order to provide a safe, organized and neighbor-friendly operation plan for the use of the Band Shell.

Deviations from these policies may only occur with authorization from the Parks & Recreation Commission. Written requests for deviations must be submitted to the Parks & Recreation Director at least one (1) month prior to the start of the scheduled activity or event.

RESERVATION INFORMATION

The Delavan Parks & Recreation Department, under the administration of the Parks & Recreation Director, will handle all reservations and scheduling of events for the Phoenix Park Band Shell. The intended purpose of the Band Shell is for public presentations, performances, concerts, demonstrations, movies, the arts, etc.. The Band Shell is not a picnic shelter and will not be approved for such use.

Band Shell reservations may be scheduled up to one year (365 days) in advance, in order to provide event sponsors adequate time for planning and promotion.

Reservations, information, permits, and keys for the Band Shell may be obtained at:

Delavan Parks & Recreation
123 South Second Street
Delavan, WI 53115
Monday through Friday 8:00 am - 4:30 pm
262-728-5585 Ext 132 or 138

RENTAL FEES

A rental fee and security deposit shall be set and reviewed periodically by the Parks & Recreation Commission. The organizer shall pay all Phoenix Park Band Shell rental fees and all security deposits to the Parks & Recreation Department upon approval of the proposed event.

KEYS & KEY DEPOSIT

Keys will be issued to the organizer of the event on the last normal business day prior to the day of the event. The keys must be returned to the Park & Recreation Department Office by Noon on the first normal business day following the event. Failure to return the keys as required will result in loss of key deposit, and issuance of charges for replacing all affected locks.

A security deposit will be charged at the time keys are issued. The amount of this deposit will be set and reviewed periodically by the Parks & Recreation Commission.

HOURS OF OPERATION

The park hours of operations are 8:00 am - 10:00 pm. The organizer of the event shall be responsible for the orderly dispersal of the crowd following completion of the event, and prior to the 10:00 PM park closing time.

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LAYOUT

A sketch of the layout of the performance and spectator areas, toilet facilities, concession areas, and parking areas, and any other proposed facilities shall be submitted to the Parks & Recreation Department thirty (30) days prior to the date of the event.

NOISE CONTROL

Any event sponsor intending to use amplification must request authorization as specified in the rental agreement. The organizer is responsible for the noise levels of all performances associated with their rental agreement.

The organizer of an event shall ensure compliance with the Loud and Unnecessary Noise Prohibited Ordinance (Section 11-2-5 of the Municipal Code) and any and all other related ordinances established by the City of Delavan. A permit shall be required if loudspeakers and/or amplification devices are to be used in the parks.

If noise levels exceed those provided in the ordinance, the police shall advise the organizer of the event that the volume is to be reduced. If the organizer fails to reduce the sound volume to an acceptable level, after being advised to do so by the Police Department, the organizer shall be subject to citation, the event may be terminated by Police or Parks & Recreation Department staff, and applications for future use of the Band Shell will be denied.

SECURITY AND PROTECTION

The organizer of any event shall be responsible for providing adequate uniformed security personnel. The sponsor shall furnish to the Parks and Recreation Department, at least seven (7) days prior to the date of the event, a list of security personnel or the security agent hired, for the Department's approval.

The determination on the number of security personnel on duty shall be based on the recommendation of the City of Delavan Police Department upon review of the type of event and anticipated attendance.

LIGHTING AND ELECTRICITY

The Band Shell has a 200 Amp service available for events. Additional electrical capacity to support the demands of the performance shall be the responsibility of the organizer.

The cost of additional electrical supply beyond the permanent service in the park shall be borne by the organizer of the event. All necessary precautions shall be taken to protect the existing electrical service at the park from overload and damage.

ALCOHOL

Per Municipal Code (Section 11-4-1), alcoholic beverages may not be consumed in Phoenix Park.

FOOD

The necessary permit(s) and related information for the sale of food shall be obtained from the State of Wisconsin Department of Health & Family Services. State Health Inspector: Jake Pfeifer at (414) 430-7412.

TOILET FACILITIES

In addition to the toilet facilities on the immediate premises, and the nearby Municipal Building, located at 123 South Second Street, portable toilets may be required. Portable toilet facilities shall be provided by the organizer, based on the anticipated peak crowd size in accordance with the following guideline: **One toilet facility for each 200 spectators in attendance.**

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Any portable toilets shall be located the designated areas only. Portable toilets shall be properly enclosed, in good repair, emptied when full, and a minimum distance of 100 feet away from any food preparation area.

All toilet facilities, in use for an event, shall be kept in a clean useable condition by the organizer. This shall include, but not be limited to, the removal of all cigarette butts, paper cups, or other articles that may obstruct the proper function of the facility.

Portable Toilets must be removed from the park on the next regular business day.

ATTENDANT

The organizer shall designate an attendant for the event. The organizer may be the attendant himself/herself. The attendant shall be responsible for holding and issuing the key to the unisex restroom at the back of the band shell.

PARKING

Parking of cars shall be on the street only. No parking shall be allowed in the park. If parking in church parking lots near the park is desired, the organizer shall obtain permission from the churches directly.

Service vehicles and other heavy vehicles shall be allowed only in areas as authorized by the Parks & Recreation Department during loading and unloading only.

The City of Delavan Police Department shall be notified in advance of the event by the organizer if it is anticipated that traffic control is needed on public thoroughfares in the surrounding areas.

TENT, SIGN, FENCE OR OTHER POST PLACEMENT OR DIGGING REQUIRED AMENITIES

No tent, sign, fence or other post placement or digging shall be allowed without written permission from the Parks & Recreation Department.

In the event permission to dig or place a post/spike is granted, the organizer shall contact Diggers Hotline (1-800-242-8511) for all necessary locates, and provide the Parks & Recreation Director with the Digger Hotline ID number and authorized time to proceed prior to installing any materials into City property.

CLEAN-UP - REFUSE - RECYCLING

Cleaning of the park shall be the responsibility of the organizer of the event. The facilities and grounds shall be maintained in a clean and orderly manner throughout the event, and final clean-up shall commence immediately after completion of the event. The organizer shall provide sufficient personnel to complete final clean-up of the park before park closing time.

If final clean-up is not accomplished by the organizer within the required time, clean-up shall be accomplished by City personnel, and the organizer billed for the actual costs (labor, materials and equipment) associated with the clean-up service. In addition, the organizer will forfeit the security deposit, and future usage privileges may be revoked.

All recyclable materials shall be removed from the premises, and disposed of properly, by the event organizer.

If requested by the organizer and authorized by the Parks & Recreation Director, the City of Delavan shall provide personnel, for use in cleaning of the park following conclusion of an event. The City of Delavan shall bill the actual costs (labor, materials and equipment) associated with this service to the organizer of the event.

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If the anticipated attendance at any event exceeds 1000 people, garbage collection service from an outside vendor shall be required.

DAMAGE

Any damage to any part of the park, or Band Shell, its equipment, fixtures or underground facilities, done in the course of preparation, performance, or clean-up of the event shall be cleaned and/or repaired or replaced by the City of Delavan, and all costs billed to the organizer of the event. All such costs shall be paid within thirty (30) days after billing.

No items (signs, posters, decorations) may be affixed to the doors, floor, walls, or ceiling of the Band Shell by the use of nails, tape, screws, tacks, or any other items that will result in any holes, marks, paint removal or residue on any portion of the facility without written permission from the Parks & Recreation Department.

ADMISSION FEES

No fees of any kind may be charged for events on the Band Shell or in the park without written permission from the Parks & Recreation Director. A written request shall be submitted at the time of application for rental if admission is to be charged or a free will offering will be solicited for an event. The written request shall provide a fee schedule and detailed plan for administering the collection of fees including any fencing, barriers, ticket booths or other apparatus required.

SALE OF MERCHANDISE

Per Municipal Code (12-1-1) No person shall sell, or offer for sale, any article, thing, privilege or service in any park without prior written permission from the Common Council or Park and Recreation Commission. This shall include merchandise or concession items. In addition, any approved sales shall require the organizer to obtain any and all permits associated with the sale of said merchandise or concessions.

CANCELLATION POLICY

Any events canceled at least four (4) weeks prior to the scheduled starting date for the event, will receive a 75% refund of the rental fees. Any event cancelled less than four (4) weeks prior to the event *will not* receive a refund of the rental fee. Security Deposits shall be returned in all cancellation situations provided no costs have been incurred by the Parks & Recreation Department. Fees for equipment and services provided by the Parks & Recreation will be returned provided costs have not already been incurred. Decisions related to cancellation policies may be appealed to the Parks & Recreation Commission at their next regular meeting.

The City of Delavan reserves the right to cancel any event at any time or deny future requests should the organizer fail to meet all timelines outlined in this policy, fail to pay all appropriate fees and deposits as directed by this policy, fail to meet any other rule, regulation or provision of this policy before, during or after the event, or violate any city ordinance or state law or mandate.

INCLEMENT WEATHER

Should inclement weather require an event to be canceled, the organizer shall be responsible for all incurred costs, except rental fees, of the rental agreement.

INDEMNIFICATION

The Parks & Recreation Commission, with guidance from the City Attorney, shall review this section periodically to ensure appropriate coverage for the City of Delavan. The Parks & Recreation Department may require the renter to submit a Certificate of Insurance naming the City of Delavan and such other parties that may be injured or damaged as additional insured.

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The organizer of the event shall provide coverage based on the requirements outlined below:

COMPREHENSIVE GENERAL LIABILITY

Limits - \$500,000 each occurrence/\$1,000,000 aggregate for Bodily Injury
\$250,000 each occurrence/\$500,000 aggregate for Property Damage

or

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each occurrence
\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage aggregate

Must include Premises and Operations Liability

Include Personal Injury (Groups A, B, C)

Include Product and Completed Operations Coverage

City of Delavan and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insured

Certificate of Insurance must be on file at the City Clerk's Office

COMPREHENSIVE AUTOMOBILE COVERAGE - (if used before, during, or after the event)

Limits - \$500,000 each person/\$1,000,000 each accident for Bodily Injury

\$100,000 Property Damage or

\$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident

Must cover Owned, Non-owned and Hired Automobiles

City of Delavan and its officers, council members, agents, employees, and authorized volunteers shall be Additional Insured

Certificate of Insurance must be on file at the City Clerk's Office

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

(If required by Wisconsin State Statute or any Workers Compensation Statutes of a different state)

Must carry coverage for Statutory Workers Compensation and Employers Liability with limits of

\$1,000,000 Each Accident

\$1,000,000 Disease Policy Limits

\$500,000 Disease - Each Employee

Include coverage for occupational disease, sickness, and death

Include Broad Form All States Endorsement / other states endorsement

Include coverage for any liability or claim that may be incurred under US Longshoremen's and Harbor Worker's Act, Admiralty (Jones) Act, and Federal Employee Liability Act

Certificate of Insurance must be on file at the City Clerk's Office

NOTE: Proof of the required insurance shall be provided by the organizer to the Parks & Recreation Department before approval shall be granted for use of the park for the proposed event. The City requires thirty (30) day written notice of cancellation, non-renewal, or material change in the insurance coverage.

VIOLATIONS

Any violation of the above rules and regulations may subject all permits to be revoked, and the event to be canceled or terminated by the City of Delavan, without any liability to the City for any anticipated or actual damage or loss incurred. The organizer agrees to hold the City of Delavan, its employees, representatives, or agents harmless for any such damage or loss.

Any violation of these rules may be grounds for the denial of future requests by the organizer for the use of the Band Shell and park facilities.