

# SPECIAL EVENT APPLICATION

## City of Starkville

110 West Main Street

Starkville, MS 39759

Ph: 662.323.2525

Email: [events@cityofstarkville.org](mailto:events@cityofstarkville.org)



### APPLICANT'S INFORMATION

Applicant's Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Applicant's Email: \_\_\_\_\_

### EVENT INFORMATION

Event Name: \_\_\_\_\_ Is this a reoccurring event?

Yes  No

Organization's Name: \_\_\_\_\_ Organization Type?

Non-Profit  For Profit

Organization's Address: \_\_\_\_\_

On-Site Contact Name: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

For non-profit organizations, the 501c3 Certificate is attached:  Yes  No

Event Type:  Walk/Run  Procession  Concert  Awareness/Rally  Street Closing Event  Sale/Market

(select all that apply)

If Other Please Specify: \_\_\_\_\_

Estimate the approximate expected attendance at the event:

(Fee is determined by the Application Fee established in the Special Event Policy Section 1.3.1) \_\_\_\_\_

Event Start Date & Time: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
(date) (time) (date) (time)

Event Setup and Takedown Date & Time: (from) \_\_\_\_\_ (to) \_\_\_\_\_  
(date) (time) (date) (time)

Will alcohol (beer and light wine only) be associated with this Special Event Permit request:  Yes  No

#### CITY SERVICES BEING REQUESTED AS PART OF THIS EVENT:

Police Department	Fire Department	Sanitation Department	Park and Rec Department	Utility Department	Street Department
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Trash Collection <input type="checkbox"/> Street Sweeper <input type="checkbox"/> Personnel <input type="checkbox"/> Dumpster	<input type="checkbox"/> Personnel <input type="checkbox"/> Facilities	<input type="checkbox"/> Electrical Service <input type="checkbox"/> Hanging Banner <input type="checkbox"/> Waste Disposal into Sanitary Sewer	<input type="checkbox"/> Placement of Bollards for a street closing

#### SIGNATURES FOR ALL THE REQUESTED SERVICES FROM ABOVE IS REQUIRED FOR APPROVAL (OFFICIAL USE ONLY)

Police Department cost: _____	Sanitation Department cost: _____	Utility Department cost: _____
<small>(signature) (date)</small>	<small>(signature) (date)</small>	<small>(signature) (date)</small>
Fire Department cost: _____	Park and Rec Department cost: _____	Street Department cost: _____
<small>(signature) (date)</small>	<small>(signature) (date)</small>	<small>(signature) (date)</small>

With my signature below, I am affirming that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy:

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF OKTIBBEHA  
**AGREEMENT TO INDEMNIFY**

AS A CONDITION PRECEDENT TO HOLDING AND CONDUCTING THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND AS CONSIDERATION FOR SAME, AND IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICATION AND THE CITY OF STARKVILLE:

\_\_\_\_\_ (name of applicant) (THE "INDEMNITOR") AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND AT ITS SOLE COST AND EXPENSE THE CITY OF STARKVILLE, MISSISSIPPI (THE "CITY"), ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS (IN BOTH THEIR OFFICIAL AND PRIVATE CAPACITIES) (EACH AN "INDEMNITEE") FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, JUDGMENTS, LIABILITIES, PENALTIES, FINES, EXPENSES, FEES, COSTS (INCLUDING ATTORNEYS' FEES AND OTHER COSTS OF DEFENSE), AND DAMAGES (TOGETHER, "DAMAGES") ARISING OUT OF OR IN CONNECTION WITH (A) THE INDEMNITOR'S PERFORMANCE OF THE EVENT, (B) THE USE OF ANY PORTION OR PROPERTY OF THE CITY, BY THE INDEMNITOR OR BY ANY OWNER, OFFICER, PARTNER, SHAREHOLDER, MEMBER, EMPLOYEE, AGENT, REPRESENTATIVE, CONTRACTOR, SUBCONTRACTOR, LICENSEE, CUSTOMER, GUEST, INVITEE, OR CONCESSIONAIRE OF THE INDEMNITOR, OR ANY PERSON ACTING BY OR UNDER THE AUTHORITY OR WITH THE PERMISSION OF THE INDEMNITOR, OR ANY OTHER PERSON UNDER THE EXPRESS OR IMPLIED INVITATION OF THE INDEMNITOR, OR ANY OTHER PERSON OR ENTITY FOR WHOM THE INDEMNITOR MAYBE LIABLE (TOGETHER, "THE INDEMNITOR PARTIES"), OR ANY OF THEM, (C) THE CONDUCT OF THE INDEMNITOR'S BUSINESS OR ANYTHING ELSE DONE OR PERMITTED BY THE INDEMNITOR (OR ANY OF THE INDEMNITOR PARTIES) TO BE DONE IN OR ABOUT ANY PORTION OR PROPERTY OF THE CITY, (D) ANY BREACH OR DEFAULT IN THE PERFORMANCE OF THE INDEMNITOR'S OBLIGATIONS IN CONNECTION WITH THE EVENT, AND (E) WITHOUT LIMITING ANY OF THE FOREGOING, ANY ACT OR OMISSION OF THE INDEMNITOR OR OF ANY OF THE INDEMNITOR PARTIES UNDER, RELATED TO, OR IN CONNECTION WITH, THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, INCLUDING DAMAGES CAUSED IN WHOLE OR IN PART BY AN INDEMNITEE'S OWN NEGLIGENCE.

In the event that the Indemnitor fails or refuses to provide an indemnity and defense as set forth herein, the City shall have the right to undertake the defense, compromise, or settlement of any such claim, lawsuit, judgment, or cause of action, through counsel of its own choice, on behalf of and for the account of, and at the risk of the Indemnitor, and the Indemnitor shall be obligated to pay the reasonable and necessary costs, expenses and attorneys' fees incurred by the City in connection with handling the prosecution or defense and any appeal(s) related to such claim, lawsuit, judgment, or cause of action.

THIS INDEMNITY PROVISION IS SOLELY FOR THE BENEFIT OF THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AND AGENTS, AND IS NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE TO ANY OTHER PERSON OR ENTITY.

THIS INDEMNITY AGREEMENT SURVIVES THE TERMINATION OR EXPIRATION OF THE EVENT, WHICH IS THE SUBJECT OF THIS APPLICATION, AND THE TERMINATION OR EXPIRATION OF ANY CONTRACT BETWEEN THE INDEMNITOR AND THE CITY.

The undersigned officer, representative, and/or agent of the Indemnitor is the properly authorized officer, representative, and/or agent of the Indemnitor and has the necessary authority to execute this Agreement on behalf of and to bind the Indemnitor, and the Indemnitor hereby certifies to the City that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect. In the event of any action hereunder, venue for all causes of action shall be instituted and maintained in Oktibbeha County, Mississippi. The parties agree that the laws of the State of Mississippi shall govern and apply to the interpretation, validity and enforcement of this Agreement; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Mississippi (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.

**AGREED:**

**APPLICANT/INDEMNITOR**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

# ACKNOWLEDGEMENT OF ACCEPTANCE OF SPECIAL EVENT POLICY

With my signature below, I affirm that I have read and understand the City of Starkville's Special Event Policy. I agree to comply with the Special Event Policy and will cooperate in the implementation of the Special Event Policy.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

Organization \_\_\_\_\_



## SPECIAL EVENTS POLICY

The City of Starkville appreciates your interest in hosting a Special Event with us. The City welcomes a wide variety of events that enrich the community for both visitors and residents. Applications submitted for events will be reviewed on a case-by-case basis.

It is the goal of the City of Starkville to be receptive and responsive to the concept of Special Events within our city limits. Well planned, interesting, unique and creative special events allow the City to be showcased in a positive way and are beneficial to the image and development of the City.

The City may provide monetary support, or in-kind services, to a special event through funds designated by the legislature to promote tourism and economic development in the City and by Mississippi Code Sections 17-3-1 and 17-3-3, which allow advertising to bring into favorable notice the opportunities, possibilities, and resources of the City. The City may also provide in-kind services to special events to promote and maintain the health, safety, and welfare of the municipality through Mississippi Code Sections 21-19-1 and 21-19-15.

It is the responsibility of the Applicant to provide the justification for the City to provide services for the special event request. Approval of City expenditures or in-kind participation for special events is the final decision of the Starkville Board of Aldermen.

These guidelines are designed to assist Applicants through the process of applying for a Special Event Permit. The Special Events Committee will review the application and will work with you through this process to help you hold a successful event. In the event that services from City Departments are required, the Board of Aldermen will be required to approve the Special Event Permit request. The City of Starkville does not discriminate on the basis of race, color, creed, national origin, political beliefs, religious beliefs, gender, age, sexual preference or disability.

### REQUIREMENTS TO APPLY FOR A SPECIAL EVENT PERMIT

- Application
- Map of the event area and/or road closures requested
- Mandatory attendance at one Special Events Committee meeting
- Application Fee
- Copy of Insurance Certificate (20 days prior to event)
- Copy of Non-profit, 501c3 Certificate (if required)
- Signed Indemnification Form
- Signed Acknowledgement Form

Applications for a Special Event Permit can be submitted by mail, by email to [events@cityofstarkville.org](mailto:events@cityofstarkville.org) or in person in the Community Development Department located on the 2<sup>nd</sup> floor of City Hall.

Mail or Hand Delivered to:  
City of Starkville  
Community Development Department  
110 West Main Street  
Starkville, MS 39759

Adopted August 21, 2018

## 1. APPLICATION SUBMITTAL REQUIREMENTS AND PROCEDURES

**1.1. Special Event Application**– All Special Events held in the City of Starkville are required to be conducted and held pursuant to a Special Event Permit approved by the Board of Aldermen and processed through the Community Development Department. The following guidelines apply to any Special Event in the City of Starkville.

**1.1.1. Application Submittal Timeline**– The application for a Special Event shall be completed and submitted to the Community Development Department for review by the Special Event Committee no less than 60 days prior to the proposed event; however, the Applicant is encouraged to submit the application at least 90 days prior to the proposed event to allow for ample planning time. The Special Event Committee may waive the 60 day requirement if the application is complete and can be processed in a shorter time period or this is a repeat event. For the expedited process, the Applicant shall have met the majority of requirements in the application to the best of their ability and knowledge. The expedited application will be assessed an additional fee. The Special Event Committee will meet on a Thursday morning within 10 (ten) working days of the submission of the application for the special event. The application shall contain the following information (all such information is public information subject to the Public Records Act and other applicable laws):

**1.1.2. Application Required Information** – Applicant Name, Organization Name, Address, City, State, Zip Code, Email Address, Telephone Number, On-site Contact, Mobile Phone Number of On-Site Contact and Organization Type (non-profit, for profit, institutional, political or religious). If the Organization Type is a non-profit, the Applicant shall submit proof of active status of the 501C-3 organization.

**1.1.3. Event Information** – Event Name, Type of Event, Date of the Event, Date of Event Setup, Event Time, and Takedown Time for the Event. If event has beer or light wine associated with it, it shall be noted on the application.

**1.1.4. Event Site Map** – A conceptual event site map of the premises to be used for the event must be submitted at the time of the filing of an application for a Special Event. An event site map must show a detailed diagram drawn to scale of the event including: the location of any requested street closures, the location of concessions, display booths, portable toilets, dumpsters, location of stages, orientation of loudspeakers, parking plan, locations for electricity, locations for water and other relevant elements. The final event site map will be required to be approved as part of the application by the Board of Aldermen. The use of city bollards will be at the discretion of the city and will be shown on the site map if applicable. The approved event site map cannot be altered without the prior written consent of the City.

**1.2. REVIEW AND CONSIDERATION OF APPLICATION** –The Board of Aldermen shall make the final decision on any Special Event requests that include City services or the closure of any City streets. Prior to the Board of Aldermen meeting, the applicant shall meet with the Special Events Committee to discuss the logistics of the event and to determine the amount of City services that would be required. The cost associated with any proposed services will be forwarded to the Board of Aldermen for consideration. The Community Development Department shall notify the Applicant when the application will go before the Board of Aldermen for final consideration. If the application is approved, the Applicant shall be notified of any specific requirements by the Board of Aldermen and the time frame for completing such requirements. The applicant is expected to attend the Board of Aldermen meeting and respond to any questions.

The Board of Aldermen may consider the following when making a decision about the approval/denial of an application:

- 1.2.1. Does the application establish that there will be ample opportunity to properly plan and prepare for the Special Event?
- 1.2.2. Do the proposed dates and/or location for the Special Event conflict with a current or planned Special Event or activity within the City?
- 1.2.3. Does the Applicant have previous experience with hosting a Special Event of this nature or scope?
- 1.2.4. Has the proposed Special Event been held in the City on a previous occasion?
- 1.2.5. Is the Special Event likely to promote tourism by attracting visitors and tourists?
- 1.2.6. Is the Special Event likely to have a positive economic impact by generating revenue for Starkville hotels, restaurants and other merchants of the City?
- 1.2.7. Will police, fire, and other City services be unduly burdened or adversely affected by the Special Event?
- 1.2.8. Is the Special Event reasonably likely to cause injury to persons or property, to provoke disorderly conduct or create a disturbance?
- 1.2.9. Does the Applicant owe any taxes, fines, or other fees to the City?
- 1.2.10. Any other factors that the Board of Aldermen may deem necessary or important in evaluating an application.

**1.3. FEES**

**1.3.1. Application Fees**

<b>Event Size</b>	<b>Application Fee</b>
Under 100 persons	\$25
100-499 persons	\$50
500-999 persons	\$75
1000-3900 persons	\$100
4000+ persons	\$150

**1.3.2. Interest** – No interest shall be paid on any funds paid to or deposited with the City of Starkville in connection with an application or a Permit for an event. Interest, if any, earned on such shall accrue to the benefit of the City.

- 1.3.3. Taxes** – The Applicant shall pay all taxes and unemployment insurance for persons employed by the Applicant as may now or hereafter be imposed under any state or federal law and shall defend and indemnify the City from any such contributions or taxes or liability therefore.

## **2. INSURANCE REQUIREMENTS**

- 2.1.** The Applicant or host and all contractors and subcontractors shall purchase and maintain insurance at their own expense in the following minimum amounts during the event as well as during setup and teardown periods. Proof of insurance is required a minimum of 20 days prior to the event. All such insurance shall meet the following requirements:

- 2.1.1.** Name and contact for Insurance Provider that is licensed to do business in the State of Mississippi
- 2.1.2.** Policy Number
- 2.1.3.** Statutory Limits of Workers Compensation Insurance (if applicable)
- 2.1.4.** Employers Liability \$1,000,000.00
- 2.1.5.** Commercial General Liability \$1,000,000.00
- 2.1.6.** General Aggregate \$1,000,000.00
- 2.1.7.** Product/Completed Operations Aggregate \$1,000,000.00
- 2.1.8.** Personal & Adv. Injury \$1,000,000.00
- 2.1.9.** Per Occurrence \$1,000,000.00
- 2.1.10.** Medical Coverage \$5,000.00 per person
- 2.1.11.** Fire Liability \$50,000.00 per fire
- 2.1.12.** Liquor Liability Endorsement \$1,000,000.00/per claim
- 2.1.13.** Comprehensive Automobile Liability \$1,000,000.00 (owned, leased, non-owned and hired automobiles)
- 2.1.14.** Name the City of Starkville as an additional insured on a primary basis in all liability coverages and include a waiver of subrogation endorsement in all coverages in favor of Starkville

- 2.2.** The City Attorney shall review the sufficiency of the required policies and, based upon the nature of the event, request reasonable changes or increases in coverages. Upon such request, the Applicant shall immediately increase the limits of such insurance to an amount satisfactory to the City and make other reasonable changes requested. The amount required by the City shall be commensurate with other events of the nature of the subject event.

- 3. INDEMNIFICATION REQUIREMENTS** – The Applicant for a Special Event Permit must execute a written agreement to indemnify the City and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the Special Event. A completed and signed Indemnification Agreement form shall be submitted with all Special Event applications.

## **4. CANCELLATION AND REVOCATION POLICY**

- 4.1.** The City may, in its sole discretion, postpone, cancel, suspend or close any Special Event or revoke a Permit for any of the following reasons: force majeure event (force majeure event means and includes fire, casualty, strikes, inability to procure materials or supplies, failure of power, dangerous or life-threatening weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, strikes, or local, national or



international emergencies, or other reasons of like nature). The City shall have no liability for such postponement, cancellation, suspension, or closing. Further, the City shall have no liability from the failure to postpone, cancel, suspend, or close the event for the above-listed or for any other reason related to public health, welfare or safety.

- 4.2.** The City of Starkville may revoke a Permit at any time due to the failure of the Applicant to comply with any of the terms and conditions of the Permit or any other rules and regulations of the City. The failure by the City to revoke a Permit or to exercise any right, power, or authority shall not constitute a waiver of the terms or conditions of the Permit and shall not affect the rights of the City to enforce against any other or subsequent breach by the Applicant.
- 4.3.** The revocation of a Permit does not prohibit the City from exercising any and all additional rights and remedies available at law or in equity as a result of Applicant's failure to comply with the terms and conditions of the Permit, ordinances, rules or regulations of the City.
- 4.4.** The Applicant shall notify the Community Development Department in writing if he intends to cancel or change the dates of the event. Notice must be made in writing at least 10 working days in advance to qualify for a refund. The application fee may be refunded up to 80%. The security deposit shall be refunded 100%. Groups who fail to cancel permits within at least 10 working days prior to event will forfeit application fees paid but the security deposit shall be refunded 100%.
- 4.5.** If the event is cancelled or postponed due to a force majeure event, the Applicant may reschedule the event at no charge within ninety (90) days following the original date of the event, subject to availability of the scheduled location and city personnel.

## **5. EXCEPTIONS**

- 5.1.** The City of Starkville may hold itself exempt from these guidelines.
- 5.2.** The events that do not fall under the criteria of special events in terms of attendance or dates, i.e. events that are regularly scheduled to occur during a month or season such as a Farmer's Market, and are requesting city services, shall be considered as a single event and shall be treated for the purposes of the policy as a single event. Any request for City participation or a waiver of fees, deposits, etc. shall be considered in the same manner as any event that is held annually or as a one-time event. Said participation, if approved, shall be considered to apply to the entire event timeframe or season unless specifically differentiated by the Board of Aldermen.
- 5.3.** Events that take place entirely within a City park and do not require additional City services beyond services already given by the Parks Department may be exempt from these guidelines. However, the Director of the Parks Department may require a Special Events Permit for any proposed event in the park. The scheduling of Special Events at Fire Station Park shall be coordinated through, and approved by, the Starkville Main Street Association, with such approval not being unreasonably withheld. Events at the Fire Station Park must still be approved by the Starkville Board of Aldermen.

## 6. GENERAL RULES AND REGULATIONS

### 6.1. Event Type - These rules and regulations apply to the following events:

- 6.1.1. **Walk/Run** – Any walk, run or bicycle event that follows a predetermined course that does not involve vehicles or floats that requires a street closure.
- 6.1.2. **Procession** – This includes marches and parades. An event whose primary purpose is the procession of people, animals, vehicles, floats, or combinations upon any public street, sidewalk, alley, or other public place owned or under control of the City. Funeral processions are exempt.
- 6.1.3. **Concert** – An event that includes a live performance(s) for the purpose of entertainment.
- 6.1.4. **Awareness/Rally** – This includes all protest/demonstrations held for political, religious, or other First Amendment related purposes.
- 6.1.5. **Street Closing Event** – Any special event activity which requires the closing of any public street, sidewalk, or alley and which requires rerouting of normal or usual traffic flow.
- 6.1.6. **Sale/Market** – An event whose primary purpose is the sale of food, goods, products or services.

6.2. **City Services** – To best serve the safety and welfare of the public, and to maintain the integrity of the City, it is the general policy of the City that certain services shall be provided by the City. City services include, among other things, police protection, crowd control, fire protection, emergency medical service, street closures, sanitation and traffic and parking control. The Special Events Committee will determine the minimum staffing levels and equipment needed by the City to provide City services for an event. The City of Starkville assumes no liability arising or resulting from the determinations of such minimum staffing levels or the requirements of City services for any Special Event.

#### 6.2.1. Police Department

- 6.2.1.1. **Services Provided** – Public safety, crowd control, overnight security, backstage security, escort for entertainment, escort for transportation of cash, supervision of street closures and parking enforcement. The number of police officers and supervisors required will depend upon the type of Special Event and estimated attendance. All fees for services provided by the Police Department shall be determined by the Special Events Committee.
- 6.2.1.2. **Street Closures** – Certain streets within the Special Event area may be temporarily closed to limit or exclude vehicular and/or pedestrian traffic prior to, during and after a Special Event. The Applicant shall include in the Event Site Map any requests to temporarily close any public street at the time of the Application. The Special Events Committee shall consider such requests in evaluating the application and may recommend additional or fewer street closures. Some street closures may require the coordination and possible consent of businesses and property owners in the adjacent area. The Applicant shall submit for approval a road closure plan showing the layout of all barricades and signs. The City of Starkville Street Department or Police Department shall supervise the placement of all barricades, bollards, and signs placed on public streets or any public rights-of-way. The rental

cost of barricades, bollards and signs shall be the responsibility of and paid for by the Applicant if determined by the Board of Aldermen.

## **6.2.2. Sanitation Department**

**6.2.2.1. Services Provided** – Street sweeping before and after the event, collection and removal debris from event area and supplying dumpsters. The Applicant shall be solely responsible for cleaning in connection with and during and after the event. All arrangements for the collection and removal of garbage, trash and other debris deposited during or related to the event are the sole responsibility of the Applicant. Applicants are required to meet quality sanitation standards by assuring there are an adequate number of litter containers on the site of the event, and by encouraging event patrons to dispose of trash in the proper containers. The Applicant shall line all trash containers with appropriately sized plastic bags. The City of Starkville Sanitation Department shall supervise the placement of all trash receptacles to be located on public streets or any public rights-of-way. The rental cost of such trash receptacles shall be the responsibility of and paid for by the Applicant as determined by the Board of Aldermen.

**6.2.2.2.** Overnight storage of garbage, trash or other debris shall be in containers with lids. All fees for services provided by the Sanitation Department shall be determined by the Special Events Committee.

## **6.2.3. Fire Department**

**6.2.3.1. Services Provided** – Fire prevention, fire protection, emergency medical response, weather monitoring, and closing or postponement of event due to dangerous or life-threatening weather. The number of fire and emergency personnel required will depend upon the type of Special Event and estimated attendance. If the Applicant desires pyrotechnics for an event, a written request for pyrotechnics displays shall be included with the application. Fireworks, open pit fires and bonfires are strictly prohibited. All fees for services provided by the Fire Department shall be determined by the Special Events Committee.

## **6.2.4. Utility Department**

**6.2.4.1. Services Provided for Electric** – Providing electrical connection to permanent City owned power sources and installation of banner signs on Main Street. The Applicant shall use only an electrical contractor licensed by the State of Mississippi or Starkville Utilities Department's electric department personnel for the connection and use of temporary power. Power connection to permanent power sources shall be coordinated with the Starkville Utilities Department. All fees for services provided by the Starkville Utilities Department shall be determined by the Special Events Committee.

**6.2.4.2. Services Provided for Water and Sanitary Sewer** – Providing for the disposal of wastewater (any water from food preparations, handwashing facilities, ware washing facilities, ice water draining from canned or bottled drinks, etc.) in the sanitary sewer. No waste or wastewater is to be dumped into or down the storm sewer or be allowed to pool on or drain into the ground. All fees for services provided by the Starkville Utilities Department shall be determined by the Special Events Committee.

#### **6.2.5. Parks and Recreation Department**

**6.2.5.1. Services Provided**– Providing the rental of park facilities including pavilions, athletic courts, pool, and meeting space. Upon the determination by the Director of Parks, the classification of any event held at any City park facility as a Special Event shall be subject to this policy. All fees for services provided by the Parks and Recreation Department that are Special Events shall be determined by the Special Events Committee. The scheduling of Special Events at Fire Station Park shall be coordinated through, and approved by, the Starkville Main Street Association, with such approval not being unreasonably withheld. Events at the Fire Station Park must still be approved by the Starkville Board of Aldermen.

**6.3. Parking and Transportation** – As part of the application, the Applicant shall submit a comprehensive parking plan which identifies where parking is proposed for event staff, equipment vehicles, event participants, patrons (including parking for handicapped patrons), media and special guests at the request of the Special Events Committee. If the planned event interrupts SMART (Starkville-MSU Area Rapid Transit) bus service, coordination with SMART shall be necessary.

#### **6.4. Signage for Special Events**

**6.4.1. Permanent Signs** – The Applicant shall not remove or cover up any of the permanent signs within the City.

**6.4.2. Event Signs** – Sponsorship and event signs are allowed within the Event area. Event signs may be displayed during the Event until the close of the event.

**6.4.3. Directional and Promotional Signs** - The Applicant shall not use placards or off-site signage in any form outside the event area without approval by the Board of Aldermen. Any such sign displayed without approval may be removed by the City at the Applicant's expense.

**6.4.4. Street Banners** – As part of the application for a Special Event, the applicant can request for one event promotional banner to be hung at the intersection of Main Street and South Washington Street. The banner may be hung for a maximum of 14 days prior to the event and 2 days after the event. Banners shall not exceed three (3) feet high by thirty (30) feet long. The banner shall have perforations to reduce the wind load and have eyelets spaced a maximum of twenty-four (24) inches along the top and bottom for mounting. Approval of the banner shall be based on the availability of the space and at the sole discretion of the Board of Aldermen.

**6.5. Food Service** – Concessionaires and caterers that charge for services as a part of any Special Event shall have proper licenses and/or permits with the City of Starkville. Glass containers are prohibited at all Special Events.

**6.6. Temporary Structures** – The Applicant shall illustrate on the Event Site Map the location of all temporary structures and/or temporary services. Examples of temporary structures or services include, but are not limited to: freestanding tents, stages, fences, bleachers, electrical service, portable lights and telecommunications service.

**6.7. Restroom Facilities** – Portable toilets may be required to be located at the event site by and at the sole cost of the Applicant based on the nature and scope of the event and the estimated attendance at the event. A minimum of one handicap portable toilet is required. Depending on the scope of the event and the area encompassed more may be necessary. Such determination will be made by the applicable federal, state and local codes. The Applicant is responsible for maintenance and cleanup of the permanent restroom facilities and portable toilets. The Applicant may use the following formula as a guideline in determining how many restrooms will be needed at the event; however, additional units may be required depending on various aspects such as female/male ratio, food and beverages served, length of event, attendance, etc.

<b>Attendance</b>	<b>1-4 Hours</b>	<b>5-10 Hours</b>
1-500	1	2
501-1000	2	3
1000-2500	3	4
2501-5000	4	6
5001-7500	5	8
7500-10,000	8	10
10,001-12,500	10	12
12,500-15,000	12	15
15,000+	15	20

**6.8. Animals** – All animals that are part of a Special Event shall be on a leash, within a pen, or under similar control at all times. The Applicant shall maintain responsibility for all animals within the Event area and assumes the liability for any damages that may occur to persons or property from or by any such animal.

**6.9. Carnival Rides** – Carnival rides are restricted to the streets, hard surface parking lots and unimproved fields.

**6.10. Noise** – No loud, excessive or unusual noise is allowed between the hours of Midnight and 7 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the Police Department concerning noise may result in the suspension of all activities associated with the event and possible revocation of the Permit.

## **6.11. City Property**

- 6.11.1.** The Applicant recognizes and acknowledges that other parties may utilize a portion of the City, and the Applicant agrees that its activities shall not interfere with other parties' use of the City facilities and amenities.
- 6.11.2.** Any Permit that confers the privilege to use the City or portion thereof as applied for by the Applicant and approved by the City does not grant any interest or estate in the City or any portion thereof but is a mere personal privilege to do permitted acts of a temporary character within the said portion thereof in accordance with the Permit, these guidelines, and all applicable laws, rules, standards, policies, and regulations of the City of Starkville and any other governmental authority.
- 6.11.3.** Removal or alteration of any City property is strictly prohibited, except as otherwise approved by the Board of Aldermen.
- 6.11.4.** The Applicant shall maintain any portion of the City and all other property and facilities used by the Applicant in connection with the Special Event in a good, first-class condition. It is the responsibility of the Applicant to locate the permanent amenities and fixtures (sprinkler heads, water retention fields, etc.) prior to setup of the event. If the Applicant fails to do so, the City may perform such maintenance or repair of any such portion or property and the Applicant shall pay the City upon demand the reasonable cost of performing such maintenance or repair plus interest thereon at the highest lawful rate. Additionally, if the City performs such maintenance or repair, the City may deduct the cost thereof from the security deposit or additional security (and if such amount is not sufficient to cover such costs, the Applicant shall promptly reimburse the City upon demand the difference between such costs and the amount of any security deposit or additional deposit).
- 6.11.5.** Vehicular traffic is allowed within the Event area during setup and teardown; however, except as may be permitted by the Board of Aldermen, the Applicant shall restrict subcontractors and delivery trucks to the roadways to reduce the likelihood of damage to the City's permanent amenities.

**6.12. Personal Property** – Shall include equipment, tents, portable restrooms and other temporary structures erected for the event. If these items are not removed from the Special Events area after the close of the event within the period required by the Board of Aldermen, then they may be removed and stored by the City at the expense of the Applicant. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any Personal Property. The Applicant shall indemnify the City, its officials, officers, employees and agents against all claims for any such damage or loss.

**6.13. Private Property** – The Applicant shall not damage or disturb any private property. The applicant shall be responsible for any damage that occurs during the Special Event. The City and its officials, officers, employees and agents shall not be liable for any damage to or loss of any Private Property. The Applicant shall indemnify the City, its officials, officers, employees and agents against all claims for any such damage or loss.

#### **6.14. Discrimination**

**6.14.1.** No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in connection with a Special Event based on the grounds of race, color, national origin, political or religious beliefs, gender, age, sexual preference or disability.

**6.14.2.** Americans With Disabilities Act – The Applicant’s Special Event will comply with the Americans with Disabilities Act.

#### **6.15. Compliance with Ordinances, Laws and Regulations**

**6.15.1.** In addition to complying with all conditions of the Special Event Permit and all applicable City ordinances, regulations, rules, policies and guidelines, the Applicant must comply with all applicable federal, state and county laws, rules and regulations. It is the responsibility of the Applicant to obtain all licenses and/or permits necessary to conduct the event and all licenses and/or permits required by other governmental authorities shall be obtained and adhered to.

**6.15.2.** Issuance of a required federal, state or county permit (other than a Special Event Permit) does not authorize permission to hold an event. A City of Starkville Special Event Permit must be issued with the approval of the Board of Aldermen and will constitute authorization from the City to hold the event.

**6.16. Transferability** – The holder of a Special Event Permit shall have no authority to assign, sell, transfer, pledge, encumber or otherwise convey a Special event Permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the City, result in the revocation of the Special Event Permit. No rights granted by a Special Event Permit shall create rights in anyone other than the holder.

#### **6.17. City Personnel**

**6.17.1.** The City through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all premises used in connection with the Special Event for the purpose of inspecting the premises, for observing the performance of obligations hereunder, and for the doing of any act or thing which the City may be obligated to or have the right to do under the Permit or any other applicable City ordinance, rule or regulation.

**6.17.2.** The Special Events Committee or their designee shall have the right, at no cost, to attend and photograph for promotional purposes any Event held in the public spaces of the City.

**6.17.3.** The City of Starkville personnel policies prohibit any employee of the City from accepting loans, advances, gifts, gratuities, or any other favors from anyone doing business with the City.

**7. Definitions** – The following are definitions of the terms used in the Event Guidelines:

- 7.1. Applicant-** means a Promoter, Planner, Organization or host listed on the application for Special Event. The applicant can be an individual, firm, partnership, corporation, association, or other legal entity.
- 7.2. Application Fee-** means a non-refundable fee charged to Applicant for City services incurred by reviewing the Event Application.
- 7.3. Board of Aldermen-** means the legislative body of the City of Starkville.
- 7.4. Contractor or Subcontractor-** means the business entity or person that is performing services, work or furnishing supplies for a Special Event.
- 7.5. City-** means the City of Starkville, Mississippi.
- 7.6. Facilities-** all equipment, materials and apparatus associated with the conduct of the Special Event, including, without limitation, barriers, cables (electrical and otherwise), safety equipment and devices, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the Event. Facilities shall include fencing, barriers and other protection equipment necessary to meet all safety standards. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.
- 7.7. In-kind Services-** means the City of Starkville’s assistance through the use of its facilities, personnel, assets and other valuable consideration.
- 7.8. Special Event-** means an Event held within the city on City property that will require City Services and approval by the Board of Aldermen. Examples of Event Types include: walks, runs, processions, concerts, awareness events, rallies, sales, markets and street closing events.
- 7.9. Special Event Committee-** (The Committee) means a committee consisting of representatives from Community Development Department, Police Department, Fire Department, Sanitation Department, Electric Department, The Parks and Recreation Department, and other such additional City staff as deemed necessary and appropriate by the City.
- 7.10. Special Event Permit-** or Permit means a Special Event has been approved by the Board of Aldermen to hold a Special Event. The Board of Aldermen may impose terms and conditions on approval of a Special Event.
- 7.11. Sponsorship-** means that the City of Starkville shall be an advertised sponsor pursuant to Mississippi Code Sections 17-3-1 and 17-3-3. The City shall make this determination on an application-by-application basis upon the appropriate finding of fact by the Starkville Board of Aldermen. Any such sponsorship shall require that the event include in advertising the City of Starkville at the level that corresponds to the level of in kind services and/or funding provided to the Applicant for the coordination of the event. Notwithstanding the foregoing, the City shall not be an advertised sponsor for any special event such as a procession, march, parade, awareness rally, protest, and/or demonstration held primarily for political, religious, First Amendment or activist purposes. However, the City may provide in-kind services to such an event through Mississippi Code Sections 21-19-1 and 21-19-15 to maintain crowd control and safety.