

Policy for Reserved Public Use of Monument Square

The Monument Square ~~recently renovated~~ public gathering space is ~~now~~ available for scheduling ~~of~~ public programs and events. The Board of Parks, Recreation and Cultural Services ("the Board") and the Department of Parks Recreation and Cultural Services ("PRCS") shall make Monument Square available to the community to reserve for uses that will fulfill Monument Square's role as an essential community resource and gathering place. Programs scheduled for Monument Square property and facilities shall not be permitted to impede the regular delivery of service in the area, e.g., vehicles that are loading or reloading may not block traffic, entry way or sidewalks.

Permits to use Monument Square do not constitute City of Racine or PRCS endorsement of the policies, beliefs or goals of the Sponsor, nor shall any advertisement or publicity indicate endorsement or sponsorship by the City or PRCS without prior approval of the Board or the City's Common Council.

The Board reserves the right to approve or disapprove each application for the use of its facilities under the standards of this Policy.

The Director of PRCS shall implement procedures for the use of Monument Square property and facilities consistent with the approved policies and procedures. The Board may cancel any planned event or terminate an event when the Director of PRCS or the City determines that the use or proposed use endangers the public health, safety or general welfare. Failure to observe regulations governing the use of Monument Square may result in denial of its use in the future.

1. The Monument Square property and facilities are scheduled on a first-come, first-served basis by the Board or its designee, the Director of PRCS.
2. PRCS activities and those that PRCS jointly sponsors with other organizations will have first priority in scheduling. Scheduling preference will be given to applicants/organizations based in the City of Racine.
3. The Sponsor will be charged any applicable music license fee(s), etc., unless satisfactory proof of the license(s) is provided.
4. Unless approved by the Board, use of Monument Square by an individual or organization on a reservation basis shall not exceed **five events** per year.
5. Established annual events on Monument Square in good standing with the City shall have first right of refusal when conflicting requests to use the site arise **by submitting a completed application, certificate of insurance, and full payment of fee & deposit within (5) five business days of being notified of the conflicting request.**

Application Process

1. Applications for use of Monument Square must be signed by the President or authorized officer of the sponsoring organization or business requesting use of the property and facilities. If applicant is an individual, she/he must be an adult and must agree to be financially responsible for the event and Monument Square property and facilities.
2. Applications must identify the person, firm, partnership, association, corporation, company, or organization; mailing address and telephone number; date; time; and name, address and telephone number of the contact person who shall be responsible for the event.
3. Applications for reservation of Monument Square for public gatherings must be submitted to PRCS in writing at least ~~five (5)~~ **ten (10) business** days prior to event date with activities and events outlined in detail. Details shall include all components of events such as type of event, activities included, expected attendance, staging, tent usage, entertainment, electricity, etc.
4. Applications for reservation of Monument Square for Special **Public** Events must be submitted to PRCS in writing at least ~~twenty (20)~~ **forty-five (45)** days prior to event date with activities and events outlined in detail. Details shall include all components of events such as type of event, activities included, expected attendance, staging, tent usage, entertainment, electricity, etc.
5. The Sponsor shall pay all fees at the time ~~the application is approved~~ **is submitted but or not** no later than ~~one week~~ **ten (10) business days** prior to the program/event.
6. The Sponsor must agree to have and shall have an authorized adult representative in attendance at the event at all times the event is in progress, who shall supervise all persons upon the reserved premises to ensure that the event is conducted in a safe and orderly manner.
7. The Sponsor must agree to accept full responsibility for the property and facilities and to comply with all regulations governing their use. As a condition of the privilege to use such property and facilities, the undersigned business, organization, or individual(s), hereby agree(s) to indemnify, defend, covenant not to sue and holds harmless the City of Racine, its officers, departments, agents, employees and authorized volunteers from and against any and all claims, lawsuits, costs, damages and losses (no limitation), including attorneys' fees, to persons or property due to or arising from the use of the property and/or facilities under the permit applied for herein, and shall defend the City of Racine, its officers, departments, agents, employees and authorized volunteers from any and all suits and claims arising therefrom, except to the extent caused by acts of the City, its officers, agents, or employees. The person(s) signing the permit application has authority to sign on behalf of the business or organization and hereby accepts responsibility for payment of all charges for use of the property and/or facilities and for payment of all damages incurred to the property or facilities while the undersigned party has use of the property and facilities under the permit, and for all liability provided for herein
8. Sponsor shall provide **a certificate of insurance** for events in accordance with PRCS policy **no later than ten (10) business days prior to the event.**
9. The Sponsor is liable for any damage done to the property and/or facilities or equipment resulting from the event.
10. Sponsors shall submit to PRCS ~~a check for~~ \$300.00 as a security deposit, at the time of application **or no later than ten (10) business days prior to the event** which shall be returned **via check within- 15 days** approximately **two (2) weeks** following the event if there is no damage, clean-up is ~~deemed~~ **satisfactory by PRCS and all policies and procedures were followed.**
11. Sponsor shall pay an administrative fee of ~~\$25.00~~ **\$30.00** for processing each application for the use of Monument Square, to be paid upon application. Sponsors who are not residents of the City or, is a business or organization, whose principal place of business is not in the City, will be required to pay an administrative fee of ~~\$50.00~~, **\$55.00** to be paid upon application. Administrative fees are non-refundable.

Requirements for Facilities Use:

1. A Sponsor who intends to serve fermented malt beverages must obtain prior approval by the Board or the Director of PRCS, and must provide PRCS with a copy of permit/licenses, if required. **NOTE: This was stricken from the policies at the time upon PRCS Board approval of these policies. Suggested addition: A sponsor who intends to serve fermented malt beverages must obtain a malt beverage permit through PRCS. If fermented malt beverages are being sold, the sponsor must also obtain proper licensing through the City Clerk's office.*
2. *Should sponsor intend to serve or sell food, the sponsor must obtain proper licensing and permits through the City Clerk's office and the Health Department.*
3. Monument Square contains two 50 amp electrical services for servicing the scheduled events. Use of the electrical source will result in a charge to the Sponsor if PRCS services are required during the scheduled event or program.
4. The Sponsor shall restore the premises to their original condition immediately after the program or event ends.
5. The Sponsor shall bag and remove all trash.
6. The Sponsor shall not use tent stakes, spray paint *or any other permanent/semi-permanent spray or marking materials*, attach any posters, stickers, signs, banners, or materials to bricks, bollards, monuments, lights, electrical cabinets, benches, trash receptacles or parking meters, shall drag, roll, or move any items that may scratch, mark or damage the bricks on Monument Square.
7. The Sponsor shall not charge admission fees for any event and Sponsor shall not close Monument Square off or restrict entrance to Monument Square.
8. The Sponsor shall comply with guidelines and policies established by PRCS for the use of Monument Square.
9. The Sponsor agrees to pay City personnel costs for events that require additional City services.
10. Reservation permits are non-transferable and sub-leasing is not permitted.
11. The Sponsor is responsible for securing safety of its event, monitoring sound levels (City ordinance: maximum noise level of 85 db) and managing crowd control (*1 police officer or security personnel/250 people recommended*).
12. Set-up for gatherings and events may not begin before 7:00am and Sponsor shall clean and restore the site to the original condition not later than 11:00pm.
13. Sponsor agrees to cover area underneath vehicles and hydraulic equipment parked on Monument Square to protect against oil, fuel, and fluid leaks.
14. Program publicity is the Sponsor's responsibility. *Publicity may not begin until Monument Square has been reserved and the use permit has been received.*
15. A Sponsor may request closing Monument Square Drive by submitting the request to the Director of PRCS at the time the application is submitted. This requires the Sponsor to notify the abutting property owners to be notified 72 hours in advance. If the closing is approved, Sponsor will be required to compensate the City for loss of meter revenue and payment of other City costs associated with the closure. *Sponsor must obtain meter bags from the Department of Public Works and is responsible for placement of those meter bags.*
16. A Sponsor may request closing public streets, lanes, or sidewalks outside Monument Square other than Monument Square, by submitting the request to the Mayor/Common Council for referral to the Public Works and Services Committee, and action by the Common Council. If the closing is approved, Sponsor will be required to comply with the conditions of street closing, including payment to the City for loss of meter revenue and payment of other City costs associated with the closure. *Sponsor must notify PRCS upon approval of such street closures.*