



City of Adel Special Event Permit Guidelines & Requirements

As an individual or organization requesting use of City of Adel public property or right-of-way in the conduct of a special event, you have basic responsibilities to fulfill in order to conduct your event with the approval of the City of Adel. However, receiving approval from the City of Adel does not preclude responsibility for any additional permits, approvals, or state and federal regulations. The City reserves the right to impose special guidelines and restrictions based on the nature of the proposed event and its attendant circumstances. A non-refundable application fee must accompany the application. (see fee schedule on the application form)

The following general guidelines and responsibilities apply to activities such as parades, timed events, athletic events, street fairs, outdoor concerts, and / or rallies involving the use of public land.

- 1. If your event will be using any part of the Raccoon River Valley Trail, please fill out the application at www.dallascountyiowa.gov/conservation prior to applying with the City of Adel. You must provide proof of approval from the Dallas County Conservation Board before the City of Adel can accept your application.**
2. Prior to receiving a permit, the applicant must comply with insurance provisions including providing certificate of insurance naming the City of Adel as an additional insured in the following amounts:
 - a. Public Liability Insurance for any one person not less than \$500,000
 - b. Public Liability Insurance for any one accident not less than \$1,000,000
 - c. Each policy and certificate shall list the City of Adel as an additional insured.
3. At the time of application, an Indemnification and Hold Harmless Agreement (prepared by the City of Adel) holding the City of Adel and its Boards, Commissions, Officers and Employees harmless must be executed by the applicant or an authorized representative.
4. The application must include a map of the specific area to be used or route of travel. The map must delineate the City property to be used (Streets/Sidewalks/Trails, etc.), start and finish points and direction of flow, if applicable, as well as location(s) of outdoor toilet and liquor dispensing area(s), if any.
5. The applicant must comply with all federal, state, county, and city laws, ordinances and regulations including all regulations adopted and established by the City.
6. The applicant must assume extra costs associated with public safety and sanitation at the level of service recommended by the City of Adel. This includes street closures (barricades), number of toilets / kybos and trash receptacles, and the number and hours of police officers.
7. If alcoholic beverages are to be sold or if an entrance or admission is charged for an event at which alcoholic beverages will be served, a Liquor Permit and Dram Shop Insurance will be required. This permit, which is not included in the application fee for the Special Event, requires consideration and approval by the Adel City Council and by the State of Iowa. Contact the City Clerk at 515-993-4525 with questions concerning liquor permits.

8. If the event is held in a secured area, allowance must be made for access for fire emergencies including a minimum of two (2) exits. Events held on public streets must include an allowance for a continuous, through traffic lane for use by public safety personnel in an emergency.
9. The use of a tent of more than 200 square feet (enclosed) or canopy style (open on three sides) of more than 400 square feet will require the Adel Volunteer Fire & Rescue Department to review proof of fire retardancy from the manufacturer or supplier as well as the proposed location and intended use of the tent.
10. A building/electric permit will be required for construction, electric, or plumbing work necessitated by the event. The cost of the permit, issued by the Code Compliance Officer, is not included in the application fee for the Special Event.
11. If the event will utilize amplified sound, a sound permit will be needed. As indicated above, the cost of the permit, issued by the City Administrator/City Clerk is not included in the application fee for the Special Event.
12. Type III barricades are always required, with lights added after dark. The barricades must be sufficient so as to completely close the street or roadway but yet be easily and quickly removable solely for emergency vehicle access.
13. The following number of portable toilets/kybos is required in accordance with estimated event attendance:
 - For events with alcohol: 1 toilet/kybo for every 150 people
 - For events without alcohol: 1 toilet/kybo for every 250 people
14. The applicant must utilize police officers if recommended by the Adel Police Department. When alcohol is available at the event, the Chief of Police requires the applicant to have police officers present. Contact the Police Department at 515-993-6723 for details.
15. The applicant must propose a plan to address sanitation/garbage collection for the event and include the plan with their application.
16. A deposit of \$100.00 is required and will be refunded once the event area is fully cleaned up and all barricades, if used, are returned in satisfactory condition.
17. Applications must be submitted with the date requested at least 30 days prior to the event. If the application is received 14-30 days prior to the event, a non-refundable late fee of \$15 will be added. If the application is received less than 14 days prior to the event, a non-refundable late fee of \$30 will be added. Once all required documentation and signatures are received, only then will an application be considered for final approval. A representative is strongly recommended to be present at the council meeting when the application is being considered for approval by the City Council. City Council meetings are held the second Tuesday of the month.
18. The City Administrator or City Clerk is authorized to grant or deny permission for most special events unless arterial streets are closed, the event will go past 9:00 p.m. weekdays / 10:00 p.m. on weekends, or a request for a partial or full fee waiver has been submitted.



City of Adel Special Event Permit Application

Please complete this form and submit it to the City Clerk's Office, 301 South 10th Street, Adel, IA 50003
at least **30 days prior** to the proposed event.

Event Name _____ Date(s) of Event _____

Sponsor / Contact _____

Address _____ City _____ State ____ Zip _____

Day Phone _____ Cell Phone _____

Email Address _____

Type of Event:
Check all that apply

Time of Event:

Parade: _____
Athletic Event: _____
Walk/Run: _____
Fair/Festival: _____
Outdoor Concert: _____
Other: _____

Event Set-up: _____
Event Start: _____
Event End: _____
Event Cleanup: _____

Event Description: *Please attach additional pages if necessary*

Please attach a map of the event layout that includes details like tent locations / kybos / sound/stage, etc.

Estimated Attendance: _____

Admission Registration Fees: Yes _____ No _____ **Amount:** _____

Will alcohol be served or sold? Yes _____ No _____

A liquor permit and Dram Shop Insurance are required for the sale of alcohol to the public during any event where an admission fee is charged. City Council approval is required for sale or service of alcohol. Certified police officers are required by the Chief of Police, at the applicant's expense, for all events requiring an alcohol license. Please contact the Chief of Police to confirm the number of certified police officers needed for your event at 515-993-6723.



City of Adel Special Event Permit Application

✓ **Will you be using outdoor tents greater than 200 square feet? Yes _____ No _____**

✓ **Will you be using an outdoor canopy greater than 400 square feet? Yes _____ No _____**

Location of the tent or canopy must be coordinated with the City Staff. If using a tent, permission must be granted before tent stakes are drilled or pounded into parking lots or grounds, and the applicant must pay for any repairs associated with the installation of the tent.

✓ **Will you be using inflatable rides or devices: Yes _____ No _____**

Location of the inflatable must be coordinated with City Staff.

✓ **Will you need access to a water source? Yes _____ No _____**

If yes, what is the water to be used for? _____

*** Additional charges may apply. ***

✓ **Will you be using live amplified sound? Yes _____ No _____**

If yes, a sound permit is required as noted in City Ordinance Chapter 43. The Sound Permit Form is included in the packet. Please complete and return with fees.

✓ **Will you need access to electricity? Yes _____ No _____**

If yes, please explain. Electricity is limited. Please be specific regarding equipment used and amperage needed. On site power may be insufficient to meet all electrical needs.

✓ **Will your event have fireworks or pyrotechnics? Yes _____ No _____**

If yes, explain the location and type of fireworks/pyrotechnics: _____

List competent Operator's name, phone, and email: _____

✓ **Will you need temporary street closures? Yes _____ No _____ ***Additional fee of \$25 will apply*****

If yes, please list the requested street closures (i.e., Main St between 9th St and 10th St) _____

✓ **Notification of Businesses and/or Residents**

If the event requires street closures, all businesses and residents must be notified of the street closures and directed to contact the City Clerk with any concerns or complaints. Please advise how you plan to notify (door-to-door, mailer/flyer, etc.) If using a mailer/flyer, please attach a copy for review. _____



City of Adel Special Event Permit Application

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

✓ **Is there any special set-up that you will need the City to provide? Yes _____ No _____**
If yes, please explain in detail. Note: Any volunteers/event staff along a race route or road will be required to wear a high-visibility clothes on the outermost part of their clothing.

<u>SPECIAL EVENT PERMIT – FEE SCHEDULE</u>	
NON-REFUNDABLE FEES:	
Special Event Permit Application Fee	\$75.00
Street Closure Fee	\$25.00
Late Fee (application received 14-30 days prior to event)	\$15.00
Late Fee (application received less than 14 days prior to event)	\$30.00
REFUNDABLE FEES:	
Refundable Deposit (<i>separate payment</i>)	\$100.00
TOTAL NON-REFUNDABLE FEES DUE:	
TOTAL REFUNDABLE FEES DUE:	
<i>Please make check payable to the City of Adel</i>	

***** Fees for all City, Chamber, ADM School, and Dallas County events will be waived.
 However, the late fee charges will still apply *****

Request for Fee Waiver

The below criteria must be met in order to be considered for a fee waiver. Only City Council can approve a partial or full fee waiver. **NOTE: Late fee charges will still apply.**

Criteria

- ✓ The event is sponsored by a non-profit agency or organization.
- ✓ Proceeds from the event will benefit a local charity, non-profit organization, fundraisers/benefits for local resident/families, or civic organizations.
(Local = within ADM School District area)

To request a fee waiver, a **written request** must be received with the following information

- Requesting a partial or full fee waiver. If requesting a partial fee waiver, please advise how much you are requesting to be waived.
- The reason for requesting a partial or full fee waiver.
- What local charity or organization will be receiving the proceeds?



City of Adel Special Event Permit Application

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

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

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

It is further understood the City of Adel Administrator or City Clerk has the authority to grant or deny permission for this event unless alcohol is being served or main streets are being barricaded.

Applicant Name	Signature	Date
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<u>CITY USE ONLY – TO BE COMPLETED BY CLERK</u>	
Complete Special Event Permit Application	YES / NO
Map of Event	YES / NO
Certificate of Insurance \$500,000 / \$1,000,000 naming City as additional insured	YES / NO
Indemnification / Hold Harmless Agreement completed	YES / NO
<i>Refundable Deposit Received</i>	YES / NO
<i>Total Non-Refundable Fees Due</i>	\$
Paid	YES / NO
APPROVED	YES / NO
SIGNATURE	DATE
COPIES: City Administrator / Police Chief / Public Works / Fire Chief	



City of Adel Hold Harmless Agreement

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

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

WHEREAS, the City is willing to grant to the Organization the right to use and occupy the location provided the City, its officers, employees and agents, (collectively called "City") are held harmless.

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

1. The City hereby grants to the Organization the right to use and occupy the facilities and grounds identified above for a period commencing the _____ day of _____, 20__, and ending on the _____ day of _____, 20__, for the purpose of the Organization activities.
2. To the extent permitted by law, the Organization shall defend, indemnify, and hold harmless the City from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omission, negligence, or willful misconduct on the part of the Organization, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorney fees, and related costs or expenses, and any reimbursements to the City for all legal fees, expenses, and cost incurred by it.
3. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under Iowa law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under Iowa law.
4. This Agreement shall be governed exclusively by the laws of Iowa, without regard to conflict of law provisions.
5. Any lawsuit or legal proceedings arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in federal and state courts of Iowa. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives that right to challenge this jurisdiction and/or venue as improper

or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

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

Dated this _____ day of _____, 20 ____.

By _____
City Clerk

By _____
Organization Representative



Contact Information

NAME/BUSINESS	EMAIL ADDRESS	PHONE NUMBER
CITY OF ADEL CONTACTS		
1 ST Point of Contact – Chamber/Bike Committee	chamber@adelpartners.org	515-993-5472
Adel City Hall – Carrie Erickson, City Clerk	cerickson@adeliowa.org	515-993-4525
Adel Police Department – Wade Book, Chief	adelpolice@adeliowa.org	515-993-6723
Adel Fire Department – Braden Nemechek, Chief	bnemechek@adeliowa.org	515-993-6723
Mayor – Jim Peters	jpeters@adeliowa.org	515-993-4436
DALLAS COUNTY CONTACTS		
1 ST Point of Contact – Mike Wallace, Dallas Co. Conservation	mike.wallace@dallascountyiowa.gov	515-465-3577
Dallas County Sheriff Office – Chad Leonard, Sheriff		515-993-4567
Dallas County EMS – Mike Thomason		515-229-4409
Dallas County Road Department – Al Miller		515-993-4289