

ORDINANCE NO. 2020-07

AN ORDINANCE OF THE CITY OF IOWA COLONY, TEXAS, PROVIDING FOR PERMITS AND REGULATIONS OF SPECIAL COMMUNITY EVENTS; PROVIDING THAT A VIOLATION OF THIS ORDINANCE SHALL BE A MISDEMEANOR PUNISHABLE UPON CONVICTION BY A FINE OF UP TO \$500 PER DAY; AND PROVIDING A SAVINGS CLAUSE, SEVERANCE CLAUSE, AND EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF IOWA COLONY, TEXAS:


1. "Special Community Event" herein means a temporary event or gathering of 25 or more persons for a common purpose under the direction or control of a person or entity, using either private or public property that involves one or more of the following activities:
 - a. Closing of a public street;
 - b. Blocking or restriction of public property, including public rights-of-way;
 - c. Sale of merchandise, food, or beverages on public property;
 - d. Placement of a tent or canopy on public property;
 - e. Installation of a stage, band shell, trailer, portable building, grandstand or bleachers on public property or on private property where otherwise prohibited by ordinance;
or
 - f. Placement of temporary informational signs including, but not limited to: no parking, directional, identification or special event signs or banners in or over a public right-of-way or on private property where otherwise prohibited by ordinance.
2. The City of Iowa Colony, Texas ("the City") hereby adopts the attached form of the City of Iowa Colony Permit for Special Community Event, with its attached Special Event Application and Indemnity Agreement. The City hereby adopts the regulations therein and further authorizes the regulations described therein.
3. No person shall participate in conducting a Special Community Event except in compliance with the terms of a valid, unexpired, unrevoked Special Community Event Permit issued pursuant to this ordinance.
4. Any violation of this ordinance shall be a misdemeanor punishable upon conviction by a fine of not less than \$500. Each day or portion of a day that a violation continues shall be a separate offense.
5. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this ordinance shall remain in full force and effect.
6. This ordinance shall be effective immediately upon its passage and approval.

PASSED and APPROVED on this 17th day of February, 2020.



Michael Byrum-Bratsen, Mayor
City of Iowa Colony, Texas

ATTEST:



Kayleen Rosser, City Secretary
City of Iowa Colony, Texas



ATTACHMENT

**CITY OF IOWA COLONY PERMIT FOR SPECIAL
COMMUNITY EVENT**



**CITY OF
IOWA
COLONY**

Special Event Application

12003 IOWA COLONY BLVD., IOWA COLONY, TEXAS 77583 | PHONE: 281-369-2471 | FAX: 281-369-0005 | WWW.CITYOFIOWACOLONY.COM

Activity / Event: _____

Location of Event: _____

Sponsoring Agency: _____

Date(s) of Event: _____

Time(s) of Event: _____
(Please Include set-up and take-down time)

Contact Person: _____

Contact Address: _____

Contact Phone Number: _____ Contact Email: _____

Property Owner: _____ Phone Number: _____

Tents: yes / no (please circle one) Please indicate whether the tents will be enclosed or open: _____

Proposed number of tents: _____ Will any food vendors be present? _____

Will tents be using electricity? _____ Will generators be used? _____

Property Owner Approval

I, _____ the owner of the property gives permission to the applicant for the event specified above to use my property on the declared dates and times.

Property Owner Signature Date

Special Event Applicant Signature Date

- Attach site plan to application that includes display / tent area, parking, and nearby roads.
- Provide General Liability Insurance
- Application fee of \$50 due at the time of application
- Incomplete applications will not be processed

FOR CITY USE ONLY:

RECEIVED BY: _____

APPROVED BY PUBLIC WORKS (IF APPLICABLE): _____

APPROVED BY PERMIT DEPARTMENT: _____

APPROVED BY POLICE CHIEF OR DESIGNEE: _____

**CITY OF IOWA COLONY
PERMIT FOR SPECIAL COMMUNITY EVENT**

1. The City of Iowa Colony hereby grants this permit for the Special Community Event ("the Event") described on the attached Application.
2. For purposes of the event, the City authorizes the temporary closure of the portions of streets described in the Application or stated in writing by the City Manager or Police Chief, provided, however, that provisions shall be made for persons to reach their own property without unreasonable delay.
3. In addition to the fees described in the Application, the Applicant must pay the City upon request and in advance all costs of the event, including but not limited to traffic barricades, other security devices, and additional police services for the event.
4. Applicant must execute and deliver to the City the attached Indemnity Agreement.
5. Any use of a City park must be in compliance with existing policies and regulations.
6. Applicant shall carry the following minimum insurance:
 - a. Full coverage in compliance with the Worker's Compensation Laws of the State of Texas;
 - b. Comprehensive General Liability Insurance in the minimum amount of \$1,000,000.00 for any one person in any one incident and in the minimum amount of \$1,000,000.00 for any one incident;
 - c. Excess liability umbrella insurance in the amount of \$5,000,000;
 - d. Upon each and every unit of automotive equipment operated or used by Applicant in the performance of this contract, as follows:
 - i. Automotive Public Liability Insurance in the amount of \$1,000,000.00 for any one person in any one incident, and \$1,000,000.00 for any one incident;
 - ii. Automotive Property Damage Insurance in the amount \$1,000,000.00.

All policies must include as insured the City and the Applicant. All Certificates of Insurance shall be furnished and approved by the City.

All such insurance shall be carried in or by companies licensed to provide insurance in the State of Texas by the State Board of Insurance and approved by City. Applicant shall furnish City a certificate or certificates properly executed by the insurance carrier, showing all such insurance to be in force, with no reductions to coverage due to any pending claim or claims paid, showing the City as an additional insured. The certificate or certificates shall permit the cancellation or amendment of such policies only after thirty (30) days written notice to City, which such certificate or certificates shall be furnished City prior to the commencement of any operations under this Agreement. The insurance required by this contract shall provide that it is the primary coverage.

7. All arrangements for the event must be satisfactory to the Mayor, City Manager, and Police Chief, and those officers are authorized to establish requirements, regulations, and conditions for the Event and for the exercise of the rights under this Permit.

8. The Mayor, City Manager, or Police Chief is authorized to revoke this Permit at any time for any violation of any requirement, regulation, or condition the Event. This Permit is issued strictly subject to that right of revocation.

CITY OF IOWA COLONY

Date: _____

By: _____
Michael Byrum-Bratsen,
Mayor

I certify that the information contained in this Permit for Special Community Event is true and correct to the best of my knowledge and belief, that I understand, and agree to abide by all the regulations, provisions and rules governing Special Community Events as set forth by the City of Iowa Colony. I understand that this Permit is made subject to the rules and regulations established by the Iowa Colony City Council, Mayor, City Manager, or Police Chief. I have read the entire Permit and agree to abide by these rules and further certify that, on behalf of the Applicant, I am authorized to commit that organization. I further agree that the organization shall not discriminate against any person or persons because of race, age, gender, religion, color, national origin, sexual orientation, or disability.

ACCEPTED:

APPLICANT:

NAME OF ORGANIZATION:

Date Signed: _____

By: _____
Signature
Printed Name: _____
Title: _____



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INDEMNITY AGREEMENT

1. The Applicant named below has applied for a Special Event Permit ("the Permit) from the City of Iowa Colony, Texas ("the City"). In consideration for the issuance of the Permit, Applicant hereby agrees to INDEMNIFY and HOLD HARMLESS, the City, its officers, agents, employees, and representatives of any nature from and against all suits, actions, claims, losses, liability or damage of any nature whatsoever, and from and against all costs and expenses including attorney fees and other costs of defense or litigation of the matters indemnified against, under any theory of recovery, and arising wholly or partly, directly or indirectly, from the Permit or the Event for which the permit was granted, regardless whether in compliance of in violation of the Permit.

2. **THIS AGREEMENT INDEMNIFIES THE INDEMNITEES AGAINST THE CONSEQUENCES OF THEIR OWN NEGLIGENCE.** However, this agreement does not indemnify the indemnitees against the consequences of their own gross negligence.

3. THIS INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF TEXAS, AND IF ANY PORTION IS HELD INVALID, THEN IT IS AGREED THAT THE BALANCE SHALL STILL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

4. This written Indemnity Agreement contains the entire agreement of the Applicant and the City concerning this indemnity and may not be modified or altered without the express written consent of the City of Iowa Colony.

5. This Indemnity Agreement shall be governed by Texas law and is performable for all purposes in the County of Brazoria, State of Texas.

6. The person signing this Indemnity Agreement on behalf of the Applicant organization personally represents and warrants that he or she is fully authorized to do so on behalf of the Applicant organization and to bind the Applicant organization to this Indemnity Agreement.

APPLICANT:

NAME OF ORGANIZATION:

Date Signed: _____

By: _____

Signature

Printed Name: _____

Title: _____