

REPORT

To the Honorable Mayor and City Council
From the City Manager

December 14, 2009

SUBJECT

Courthouse Square Ordinance Implementation

RECOMMENDATIONS

1. Introduce an ordinance adding Sections 33A. 36 – 33A. 41 to Article III, Chapter 33A of the Redwood City Municipal Code pertaining to Use of Courthouse Square.
2. Adopt a resolution establishing Administrative Guidelines and Schedule of Fees for Courthouse Square Event Permits.

BACKGROUND

On October 12, 2009, an update of the proposed Chapter 33A, Article III Courthouse Square Ordinance ("Ordinance") was presented to Council for information only. Staff had described the structure of the Ordinance, which is further described below, and the departmental collaboration (Planning, Housing and Economic Development, Parks and Recreation, Police, Finance, Attorney, and Fire) in the development of the Ordinance which took more than three years. Special events have been allowed since the completion of Courthouse Square as part of the learning process for staff to determine the optimal policies, procedures, and fees appropriate for Courthouse Square. In early October 2009, staff provided an overview of the draft Ordinance and received comments from the Redwood City Downtown Business Group (DBG), whose primary concern is people smoking, skateboarding, and disruptive conduct on the Square. Council had requested the consideration of allowing exclusive (private) events and lowering event fees for non-profit entities, which are now incorporated in the attachments.

The City's existing municipal codes do not currently enable the City to recover costs associated with planning, permitting, securing, and otherwise regulating events at Courthouse Square, which is a unique asset created as the community's gathering space for not only Redwood City but for all the residents of San Mateo County. The City has authority to manage and operate Courthouse Square according to the *Cooperative Agreement between the County of San Mateo and the City of Redwood City for Preservation of the Historic County Courthouse Block, Removal of the South Annex, Reconstruction of the Courthouse Façade and Creation of Courthouse Plaza, and Grant of Easement and License*, dated May 3, 2005.

The Ordinance proposes to allow the City to prohibit specific activities and conduct and to establish permit requirements for certain activities on Courthouse Square to protect the public's health, safety, and welfare by ensuring that: 1) adequate resources and services are provided for the event; 2) details of the proposed activity are provided in order to establish permit requirements; 3) the number and frequency of events are managed; and (4) appropriate insurance is provided to relieve the City of liability from any harm that may occur. The draft Ordinance recommends that prohibited activities

include no smoking or use of tobacco products, no camping or sleeping between midnight and dawn, and no riding or operating a skateboard, bicycle, scooter, in-line skates or other non-motorized vehicles with the exception of wheelchairs, adaptive aides, and strollers.

The Ordinance is supplemented with the Courthouse Square Event Administrative Guidelines and the Resolution Adopting the Cost Recovery Policy of the Proposed Article III Chapter 33A Schedule of Fees ("Resolution"). The Administrative Guidelines contain the rules and procedures for permitted events at Courthouse Square including, but not limited to, the application process, financial and legal responsibilities, and Police and Fire department requirements.

The purpose of the Resolution consisting of the proposed event fees is to assure the City's financial soundness by recovering the cost of public services required to support special events at Courthouse Square. The event fees are divided into three categories: 1) application fee, 2) permit fee, and 3) city department services. The proposed fees for the first two categories reflects research findings of other cities with outdoor public spaces used for special events, including but not limited to, San Francisco, Santa Monica, Long Beach, San Jose, and more specifically Pioneer Courthouse Square in Portland.

Application Fee

The suggested nonrefundable application fee of \$40 is within the range of other cities researched. For example, Santa Monica charges up to \$200 while San Jose does not charge at all.

Permit Fee

The permit fee categories are similar to Portland's Pioneer Square while the proposed permit fee amounts are based on the market rate of similar spaces in other cities. Most cities fees, including San Jose's, do not differentiate between public and exclusive events. Nevertheless, public spaces such as San Francisco's Union Square and Portland's Pioneer Courthouse Square do allow exclusive events and charge an average of \$7,000 per day. The fee for exclusive use events at Courthouse Square was difficult to ascertain since there are no comparable facilities in San Mateo County. Staff then opted to review the rates of locations used for exclusive events in San Mateo County which on average is \$3,900 for a one day rental. For example, the Hiller Aviation Museum in San Carlos charges an average of \$1,800 per day while the Kohl Museum in Burlingame charges \$8,750. Parks and Recreation staff who have been integral in servicing the Square and supporting events have reviewed the range of rates and along with the Planning, Housing and Economic Development Department recommend \$3,900 as a reasonable starting point. In summary, should the Council consider exclusive use at Courthouse Square, the proposed exclusive use permit fee is \$3,900.

City Departmental Services

A special event permittee, under certain circumstances, will be required to pay the City's departmental service charge. The cost recovery rates will be attached to the Courthouse Square Event Application. Events fully funded by the City of Redwood City are proposed to be exempt from paying the fees.

ALTERNATIVES

Approve the ordinance with modifications as deemed appropriate by Council.

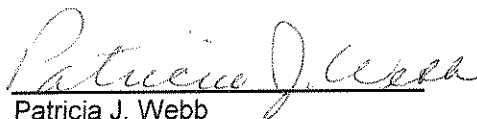
FISCAL IMPACT


The fiscal impact will vary depending on the type of event, event organizer, and number of events throughout the year as summarized in the following table:

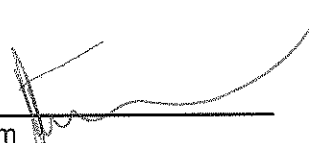
Event Type/Organization	Application Fee	Permit Fee	Refundable Cleaning and Damages Deposit	Total
Minor Event-General Public	\$40	\$150	\$500	\$690
Minor Event-Non-Profit	\$40	\$75	\$500	\$615
Major Event-General Public	\$40	\$500	\$1,800	\$2,340
Major Event-Non-Profit	\$40	\$250	\$1,800	\$2,090
Exclusive Event-General Public and Non-Profit	\$40	\$3,900	\$1,800	\$5,740

The projected impact on the use of City services is difficult to establish at this time as it will be dependent on the type of event, number of events, services provided, and hourly rates by staff.


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ATTACHMENTS

1. Chapter 33A, Article III Ordinance
2. Resolution Adopting the Cost Recovery of the Proposed Article III Chapter 33A Schedule of Fees Related to the Management and Regulations for Courthouse Square
3. Courthouse Square Administrative Guidelines

RELATED DOCUMENTS IN CITY CLERK'S OFFICE

1. Cooperative Agreement between the County of San Mateo and the City of Redwood City for Preservation of the Historic County Courthouse Block, Removal of the South Annex, Reconstruction of the Courthouse Façade and Creation of a Courthouse Plaza, and Grant of Easement and License, May 3, 2005.

ORDINANCE NO. _____

**ORDINANCE ADDING ARTICLE III TO THE REDWOOD CITY
MUNICIPAL CODE CHAPTER 33A RELATED TO REGULATIONS FOR
COURTHOUSE SQUARE**

WHEREAS, the Courthouse Square is a unique community asset and gathering place for the benefit of all of the residents in San Mateo County and shall be used solely as a public plaza according to the Cooperative Agreement between the County of San Mateo and the City of Redwood City for Preservation of the Historic County Courthouse Block, Removal of the South Annex, Reconstruction of the Courthouse Façade and Creation of Courthouse Plaza, and Grant of Easement and License, May 3, 2005; and

WHEREAS, the City of Redwood City ("City") has the authority to manage and operate Courthouse Square; and

WHEREAS, the City's existing Municipal Code does not currently enable the City to permit and otherwise regulate events and behavior at Courthouse Square; and

WHEREAS, the proposed Chapter 33A Article III of the Redwood City Municipal Code governing the use of Courthouse Square allows the City to establish a regulatory framework for use of this public space.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD
CITY ORDAIN AS FOLLOWS:**

**SECTION 1. That Article III of Chapter 33A of the Redwood City Municipal
Code is hereby added to read as follows:**

DIVISION 1. GENERALLY

Sec. 33A.36 Purpose:

Courthouse Square (Square) is a unique community asset created as a gathering place for the benefit of all residents of San Mateo County. The City of Redwood City preserves and operates Courthouse Square as a community resource that may be enjoyed by the public and manages Courthouse Square to ensure the enjoyment, convenience, and safety of the community. The purpose of this Chapter is to determine when a Courthouse Square Event Permit is required, to support the management of Courthouse Square, and to ensure the public safety at the Courthouse Square.

This Chapter is supplemented with the Courthouse Square Event Administrative Guidelines and Courthouse Square Schedule of Fees. The Administrative Guidelines describe the policies and procedures for events at Courthouse Square. The Schedule of Fees, adopted by the City Council, establishes a fee structure for Courthouse Square event permits.

Sec. 33A.37 Definitions:

For the purposes of this Article:

- A. "Administrative Guidelines" means policies and procedures governing the use of Courthouse Square.
- B. "Admission Fees" means fees charged for entry or admission to an event.
- C. "Amplified Sound" means music, speech or other auditory impression, projected or transmitted by electronic or mechanical equipment intended to increase the range, volume, distance, or intensity thereof.
- D. "Applicant" means any person, firm, association, corporation, organization, club, or ad hoc committee seeking a Courthouse Square event permit from the City to conduct or sponsor an event governed by this article. The applicant shall be the individual at least 18 years old who is directly responsible for organizing and/or conducting the event, including event clean up. If alcohol will be served at the event, the applicant must be at least 21 years old.
- E. "Assembly" means a group of persons gathered together for a common reason.
- F. "Camp" means to temporarily live in or occupy an area in the outdoors overnight.
- G. "Canopy" means a temporary structure, enclosure or shelter constructed of fabric or pliable materials supported in any manner, except by air or the contents it protects, and is open without sidewalls or drops on 75 percent or more of the perimeter (See City Fire Code for exemptions).
- H. "Chief of Police" means the Chief of the Redwood City Police Department or the authorized representative(s) of the Chief of Police.
- I. "City" means the City of Redwood City and/or its Redevelopment Agency.
- J. "Council" means the City Council of the City of Redwood City, California
- K. "Courthouse Square" means an easement area bounded by Broadway, Middlefield, Hamilton and the exterior of the County Courthouse building, including adjacent sidewalks as identified in the *Cooperative Agreement Between the County of San Mateo and the City of Redwood City for Preservation of the Historic County Courthouse Block, Removal of the South Annex, Reconstruction of the Courthouse Façade and Creation of a Courthouse Plaza, and Grant of Easement and License*, dated May 3, 2005 and in the First Amendment to this agreement, dated August 24, 2006, which expanded the project to include a restroom facility. The definition of

Courthouse Square includes the public restroom facility provided by the City of Redwood City.

- L. "Courthouse Square Event Permit" means a written approval issued pursuant to this article which allows the permittee to conduct an event on all or part of Courthouse Square, which shall not extend out into Broadway, Middlefield or Hamilton Streets or the adjacent sidewalks unless a Street Closure Permit has been approved by the Police Department.
- M. "Days" means calendar days, unless otherwise stated.
- N. "Donation" means a gift, grant or contribution to a fund or cause, typically for charitable reasons.
- O. "Event" means an organized outdoor assemblage gathering for a common purpose under the direction or control of a person on any portion of Courthouse Square as defined above. Examples of events include exhibitions, concerts, celebrations, festivals, demonstrations, observances, lectures, and entertainment.
- P. "Expressive activity" means conduct, the principal purpose of which is the expression, dissemination or communication by verbal, visual, literary or auditory means of opinion, views or ideas. Examples of expressive activity include public oratory and the distribution of literature.
- Q. "Open to the Public" means an event open to any member of the public with or without an admission fee or charge.
- R. "Permittee" means any event sponsor(s), promoter(s), facility operator(s), facility owner(s) or their respective designee who obtains an approved Event Permit to conduct the event.
- S. "Redwood City Produced Event" means an event developed and implemented in its entirety by the City of Redwood City or its Redevelopment Agency. The City departments and/or its Redevelopment Agency have sole responsibility for the event from inception to completion, including concept development, creative direction, funding and fund development, marketing and media relations, and staffing and support services to directly implement the event.
- T. "Redwood City Co-Produced Event" means an event that has significant Redwood City and/or Redevelopment Agency staff involvement in both the planning and the implementation, together with a non-City or non-Redevelopment Agency entity. To be considered an event co-produced by the City or its Redevelopment Agency, City/Agency staff must be involved in aspects of the event, including but not limited to creative direction, funding and fund development, marketing and media relations, and staffing and support services.

- U. "Temporary Structure" means any structure that can be readily and completely dismantled and removed from the site, such as a sign, table, stage, tent, platform, sets, stand, bandstand, barrier, canopy or fence.
- V. "Tent" means any temporary structure, enclosure or shelter constructed of fabric or pliable material supported in any manner other than by air or the contents it protect (See City Fire Code for exemptions).

Section 33A.38 Administration:

- A. Authority of the City Manager or his or her designee(s). The City Manager or his or her designee(s) has the authority to execute the permitting process and enforce the Administrative Guidelines. The City Manager or his or her designee(s) has the authority to amend the Administrative Guidelines to the extent that the Guidelines are consistent with and further the terms and requirements set forth within this Chapter. All Administrative Guidelines shall be adopted and amended in writing. Permitting fees for events at Courthouse Square shall be adopted by resolution of the City Council. Failure to obey any directive issued by the City Manager or his or her designee(s) pursuant to this section shall be a violation of this Chapter.
- B. Public May be Excluded During an Emergency or as Appropriate. In an emergency or when the City Manager or his or her designee(s), Chief of Police or authorized representative of the City, determines that the public safety, or public health, or public interest demands such action, the Square or rights of way may be closed to the public and all persons may be excluded until the emergency has ceased, and upon the cessation thereof the Square or portion thereof so closed shall again be reopened to the public by order of proper authority.
- C. Enforcement Powers of Peace Officers and City Personnel. Power and authority is given to the City Manager or his or her designee(s), Chief of Police or authorized representative to eject and expel from the Courthouse Square any person who violates any of the provisions of this chapter or any other law, ordinance or rule that may be in effect now or may hereafter be passed or adopted for the regulation and government of the Courthouse Square and surrounding sidewalks and streets.

Section 33A.39 CONDUCT AND ACTIVITIES PROHIBITED:

No person shall engage in the following prohibited activities in Courthouse Square:

- A. Swim, bathe, wade, make contact with or pollute the water of any fountain or body of water;

- B. Climb or lie upon any tree, shrub, fence, pole, building, construction, structure or fountain;
- C. Disturb in any unreasonable manner the Courthouse Square kiosk vendors and their customers and any concert, performance, exhibition, event or other similar activities as approved by the City;
- D. By feeding, encourage the lingering, roosting and/or congregating of non-domesticated animals such as pigeons;
- E. Indulge in disruptive, riotous, offensive, threatening, or indecent conduct;
- F. Interfere with the free passage of event participants or attendees by creating an impassable obstacle at any entrance, aisle, walkway, stairwell, ramp, esplanade, vendor booth, or other area commonly used for public access, egress or ingress, including the County Courthouse building wheelchair lift;
- G. Leave garbage, cans, bottles, papers, refuse or other items elsewhere than in receptacles provided;
- H. Distribute, release or use for decorations helium balloons of any type;
- I. Smoke or use tobacco products;
- J. Use, play or participate in the use or playing of any loud speaker, amplifier or other device between the hours of 11pm and 7am;
- K. Camp or sleep between midnight and dawn;
- L. Store personal property;
- M. Ride or operate a skateboard, bicycle, scooter, in-line skates, or other non-motorized vehicles with the exception of wheelchairs, adaptive aids and strollers;
- N. Leave a bicycle in a place other than a bicycle rack when such is provided and there is a space available.

DIVISION 2. PERMITS

Section 33A.40 Purpose:

The City requires permits for certain activities which occur in Courthouse Square to protect the public's health, safety, and welfare by ensuring that: (1) adequate resources and services are provided for the event, (2) details of the proposed activity are provided in order to establish permit requirements; (3) the number and frequency of events are managed; and (4) appropriate insurance is provided to protect the City from

liability resulting from any bodily injury, damages, or harm that may occur. The City Manager may condition any permit issued pursuant to this chapter with reasonable requirements concerning the time, place or manner of holding such event as is necessary to coordinate multiple uses, protect public safety and preserve historic Courthouse Square, provided that such requirements shall not be imposed in a manner that will unreasonably restrict expressive or other activity protected by the California or United States constitutions. Policies and procedures for Courthouse Square events are prescribed in the Courthouse Square Administrative Guidelines.

Sec. 33A.41 Permits Required:

An Event Permit is required for any activity in the Courthouse Square under one or more of the following circumstances:

1. The activity requires, or is reasonably likely to require, City services including but not limited to: set up and/or clean up; police or fire protection; utilities such as electricity;
2. The activity includes the placement of any temporary structure, including but not limited to any sign, stage, booth, canopy, barrier, fence, table, chair, or tent;
3. The activity includes, but is not limited to:
 - a. Seventy-five or more attendees;
 - b. Driving or placing vehicles (e.g., cars, trucks, vans) onto the Square;
 - c. Using amplified equipment, loud speaker, or other device ten decibels above local ambient sound measured 100 feet from the Courthouse Square property line for more than five (5) minutes between the hours of 7 a.m. to 11 p.m. every day per organization ;
 - d. Selling, bartering, or exchanging goods or services;
 - e. Selling or distributing commercial food, beverage, merchandise or products;
 - f. Charging admission;
 - g. Possessing, serving, consuming, or selling alcoholic beverages; or
 - h. Cooking or creating a fire, using an electric appliance, liquid fuel device or barbeque, or creating any other open flame, except candles which shall be used in accordance with the City's Fire Code;

- i. Obstructing the steps approaching the main entrance to the County Courthouse building;
 - j. Using or demonstrating fireworks or any other pyrotechnic device;
 - k. Releasing balloons that are composed of any material which requires more than five minutes' contact with air or water to degrade, and which are closed by a knot in the stem of the balloon without string, ribbon, or other attachments, except for biodegradable or photodegradable balloons for which the permit applicant shall provide sufficient evidence of the degradability of said balloons in the form of a certificate executed by the manufacturer;
 - l. Hitching, fastening, leading, or releasing any animal including fish or fowl of any kind, except dogs, birds, reptiles or cats which are led by a leash or tether of not more than six feet long and attended at all times;
4. The person or persons engaged in the activity seek to limit attendance, or to have the right to limit the attendance of any member of the public from the activity or from any area of the Courthouse Square, or the activity is such that it interferes with other persons' right to use the Square; or
5. A Redwood City Co-Produced Event.

Sec. 33A.42 Permit Exemptions:

The following activities are exempt from the Courthouse Square Event Permit process but remain subject to all other applicable City or County regulations and/or State or Federal laws:

A. Expressive Activity

- 1. Assembly of persons, if the assembly does not include any of the following: temporary structures, sales of commercial merchandise, food or beverages, or any of the other characteristics of a Courthouse Square Event as described in this chapter, and further provided that the assembly involves fewer than 75 people.
- 2. Spontaneous events which are occasioned by news or affairs coming into public knowledge less than 48 hours prior to such event are permissible at Courthouse Square. If practicable, the organizers should give notice to the Police Department four hours prior to the event.

Sec. 33A.42 Insurance:

- A. Except as otherwise prohibited by law or an exemption is obtained as provided by this Chapter and the implementing regulations, a permittee shall procure and maintain in full force and effect during the term of the permit a policy of insurance which provides the coverage that the City Manager or Finance Director determines to be necessary and adequate under the circumstances. The City Manager or his or her designee(s) may require a permittee to provide commercial general liability, property damage, automobile, and liquor liability insurance, as well as evidence of worker's compensation insurance, with endorsements as may be appropriate to protect Courthouse Square and the public using such area.

- B. Exemptions
 - 1. If the City Manager or Finance Director determines that a particular use, event or activity, including expressive activity, which is for a permit period of no more than one day does not present a substantial or significant public liability or property damage exposure for the City or its officers, agents, employees, or volunteers, the Finance Director may give a written waiver of the insurance requirements of this Section.

Sec. 33A.43 Other Permits and Licenses:

The issuance of a Courthouse Square Event Permit does not relieve any person from the obligation to obtain other permits or licenses required pursuant to this Code or as required by other regulatory agencies. Business licenses are required of all professional event planners and promoters for hire and of all subcontracting supply and service companies or organizations.

Sec. 33A.44 Application Content

- A. The application for an Event Permit shall be made in writing on a form approved and provided by the City. In order that adequate arrangements may be made for proper regulation of the special event, the application shall contain the following information:
 - 1. The name, address and telephone number of the applicant(s). If the special event will be conducted for, on behalf of, or by an organization, the name, address and telephone number of the headquarters of the organization and the local branch office, and of the authorized head of such organization. Where a special event will be conducted by, for or on behalf of an organization, the organization will be considered a co-applicant and all identifying information for the organization shall be provided including the names and addresses of the executive officers of the organization;

2. The name, address and telephone number of all persons who are or will be responsible for the promotion and conduct of the special event, including effective means by which to reach them during the event, such as cell phone and pager numbers and likely location during the special event;
3. A description of the special event, including its purpose and, as far as is reasonably practicable, the number of people expected to attend per day and the total number of people at peak period. These requirements are intended to allow the City to anticipate and provide for additional police services, if necessary, to protect the safety of participants and bystanders;
4. The date(s) of the event;
5. The estimated times that the special event will start and terminate, including set up and break down;
6. The number, type and size of vehicles, animals, chairs, tables, booths, tents, structures, stages, musical instruments, sound units, and any other equipment, including equipment that produces sound or noise during the special event and amplified or otherwise. In the event the applicant seeks a temporary food permit, a temporary liquor license or a temporary structure permit, the application should include copies of the applications for such permits or licenses;
7. Maximum size, placement, and method of attachment of any material used for any signage;
8. A site plan identifying the location of all structures and activities planned for the special event;
9. The number and location of portable sanitation facilities and other equipment and services proposed for participants, if applicable;
10. A description of arrangements that have been made for first aid, or emergency medical services, or both, if applicable;
11. A description of arrangements that have been made for security, including the name and telephone number of the lead contact person for the security contractor including contact information during event hours;
12. Insurance information and documentation, if applicable;
13. An application fee and deposit, if any, as prescribed by resolution adopted by the City Council;

14. Type of City services, if any that are requested by the applicant;
 15. A parking plan, including bicycle parking that is designed to minimize negative impacts of the event parking on adjacent properties. Negative impacts include, but are not limited to, illegal parking, increased traffic congestion, and event parking that preclude parking for neighboring land uses. If the City finds that significant negative impacts are likely to occur due to the location, size and nature of the event and the availability of parking, an adequate parking plan may be required to include, but not be limited to, the following:
 - a. Proof that adjacent property owners were notified of event;
 - b. Proof that the adjacent property owners whose property is proposed for event parking have granted permission for event attendees to park on their property;
 - c. Adequate parking attendants;
 - d. Adequate disabled parking;
 - e. Adequate publicity and signage to direct event attendees to available parking;
 - f. Other efforts to provide shuttle services to and from the event site, and/or to provide information on alternative transportation such as carpooling, bicycling, SamTrans and Caltrain.
- B. Such other information, in conformity with this chapter, as the City Manager or his or her designee may reasonably require.

Sec. 33A.45 Criteria for Approval of Event Permit:

The City Manager or his or her designee shall issue a Courthouse Square Event Permit if it is determined that all of the following criteria have been met:

1. The proposed event follows the provisions of this Code and all other applicable regulations;
2. The proposed event is compatible with the size and use of Courthouse Square;
3. The applicant pays all required fees and deposits, obtains all required permits, licenses and insurance; and agrees to comply with all conditions of the Permit;
4. The proposed event does not conflict with an activity already scheduled for the Square;

5. The preparation for and/or the conduct of the proposed use, event or activity will not unreasonably burden City resources necessary to preserve the public's use of the Square;
6. The proposed event does not pose an unreasonable adverse impact to the physical integrity of Courthouse Square; and
7. The proposed event will not cause other adverse impacts on the health or safety of people in the surrounding area.

In deciding whether to approve an application, no consideration may be given to the message of the event, the content of speech, the identity or associational relationships of the applicant, or to any assumptions or predictions as to the amount of hostility which may be aroused in the public by the content of speech or message conveyed by the event.

Sec.33A.46 Conditions:

The City Manager or his or her designee is authorized to attach reasonable time, place and manner conditions, consistent with this Code to the issuance of a Courthouse Square Event Permit.

Sec.33A.47 Violation of Permit Conditions:

Whenever a Permittee or those under the control of the Permittee violate any condition contained in the permit, the Police Department, or the City Manager or his/her designee may revoke the permit. It shall be unlawful for any person to continue to engage in an activity for which a permit was required and issued after the permit has been revoked pursuant to this Section, provided, however, that no person shall be in violation of this Code until notice has been given that the permit has been revoked.

Sec.33A.48 Permit—Denial or Revocation:

The City Manager or his or her designee may deny any application for a Courthouse Square Event Permit or revoke a Courthouse Square Event Permit based on any of the following grounds:

1. Fraud, misrepresentation, or any false statement or information contained in the application for the Courthouse Square Event Permit or in the carrying out of the Courthouse Square event in a way not consistent with the application;
2. Failure to comply with the provisions of this Code;
3. Failure to comply with the conditions of the Courthouse Square Event Permit, including without limitation, failure to pay applicable fees, or to provide indemnification or insurance documentation or security deposit within the times required, unless exempted, or failure to comply with all other permit

requirements, licensing requirements, or regulations required to conduct the activities described as a part of the Courthouse Square Event Permit, in the permit application or any amendment thereto;

4. Unavailability of the Courthouse Square or any substantial portion of the Square is not available due to fire, casualty, maintenance activity or public emergency;
5. Unavailability of the proposed Courthouse Square event will conflict with due to previously approved scheduled events scheduled by the City for use of the Square; or
6. Damage to City property by the applicant in cases where the City has not been paid in full for such damage, or has other outstanding and past due debts owed to the City.

The notice of decision shall state the grounds for denial of the application or revocation of the Courthouse Square Event Permit.

Sec.33A.49 Application Appeal:

1. Filing - Any person whose application is denied or who is issued a permit and objects to restrictions or conditions included in the permit may appeal the matter to the City Manager.
2. Method of Appeal - Every appeal must be made in writing and filed with the City Clerk within seven (7) days of the final decision or determination of the body or official whose action is being appealed. The appeal shall state the grounds upon which the appeal is made and shall be accompanied by any supporting information the applicant wishes considered during the appeal. If the notice of decision to revoke or deny the permit is issued three or fewer business days prior to the proposed activity, the decision shall be final.
3. Fee - The written notice of appeal shall be accompanied by a reasonable filing fee in an amount as may be established by resolution of the Council. Such filing fees shall not be refundable.
4. Public Hearing - No public hearing need be held on appeals; provided, however, a public hearing may be held if deemed necessary in the public interest by the City Manager.
5. Action on Appeal - The decision of the City Manager shall be final.

Sec. 33A.50 Permit Fees:

- A. Except as otherwise provided by this Chapter or any other applicable law, rule or regulation, or by the terms of a permit, license, lease or contract which has been specifically authorized by the City Council, the permit

application fees and other additional fees and charges for use of Courthouse Square pursuant to this Chapter shall be established by the City Council by resolution.

- B. Any indigent natural person, or organization in which a majority of members meet the criteria for indigent status, who cannot apply for a permit because of an inability arising from such indigence to pay the application fee shall not be required to pay the application or permit fee. Application for indigent status shall be made at the time of permit application and shall be accompanied by such relevant information and documentation as may, in the opinion of the City Manager or his or her designee, be reasonably necessary to verify such status. For purposes of this section, "indigent natural person" includes, but is not limited to, a person eligible for county relief and support as an indigent person under Section 17000 *et seq.* of the California Welfare and Institutions Code or as these sections are amended from time to time.

Section 33A.51 Penalties and Fines:

Any person who intentionally violates any provision of this Chapter or any amendment thereto, or violating the terms of any permit issued pursuant thereto, shall be guilty of an infraction and upon conviction thereof shall be punishable as provided in Chapter 1, Article 1, Section 1.7B.

* * *

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
REDWOOD CITY ADOPTING THE SCHEDULE OF FEES
RELATED TO EVENTS AT COURTHOUSE SQUARE**

WHEREAS, the Courthouse Square is a unique community asset and gathering place for the benefit of all of the residents in San Mateo County and shall be used solely as a public plaza according to the *Cooperative Agreement between the County of San Mateo and the City of Redwood City for Preservation of the Historic County Courthouse Block, Removal of the South Annex, Reconstruction of the Courthouse Façade and Creation of Courthouse Plaza, and Grant of Easement and License*, May 3, 2005; and

WHEREAS, the City of Redwood City ("City") has the authority to manage and operate Courthouse Square; and

WHEREAS, the City's existing Municipal Code does not currently enable the City to recover costs associated with planning, permitting, securing and otherwise regulating events at Courthouse Square; and

WHEREAS, the proposed Ordinance governing the use of Courthouse Square set forth in Chapter 33A Article III of the Redwood City Municipal Code allows the City to establish a fee structure for events and activities that require City services; and

WHEREAS, the proposed Schedule of Fees allows the City to recover costs associated with the departmental review and permitting process for special events at Courthouse Square; and

WHEREAS, the proposed Ordinance set forth in Chapter 33A Article III of the Redwood City Municipal Code and the City's Administrative Guidelines for Courthouse Square require a permittee, under certain circumstances, to pay the City's departmental service charge so that the City may recover costs associated with supporting events; and

WHEREAS, the City wants to ensure that permit applicants bear their share of the cost of public services required to support special events at Courthouse Square, including the associated costs and resources necessary to process the permit and to support, clean up and repair City-operated facilities of Courthouse Square.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDWOOD CITY DOES HEREBY RESOLVE AS FOLLOWS:

1. That the proposed Schedule of Fees for Courthouse Square events attached hereto as Exhibit "A" is hereby adopted.

Exhibit "A"

Schedule of Fees for Courthouse Square Events

SECTION I. APPLICATION FEE

The Applicant is required to pay a \$40 (non-refundable) fee with the completed Courthouse Square permit application. The Application Fee may be waived where an applicant provides sufficient proof that he/she is destitute and/or is otherwise unable to offer payment.

SECTION II. EVENT CLASSIFICATION PERMIT FEE

Both the minor and major event permit fees are based on a daily rate defined as 24 hours. The exclusive use permit fee is based on an eight hour rental. If the minor and major events exceed the 24 hour period, a charge of 1/2 the applicable permit fee rate for each hour or fraction thereof will be applied. If the exclusive use event exceeds the maximum approved reservation period, a charge of 1/8 the permit fee rate for each hour or a fraction thereof will be applied.

Minor Event

Open to the public and all of the following must apply:

- No entry, registration and/or admission fees
- No stage or barricades
- No cooking or food preparation
- No more than two booths or tables or combination thereof
- Fewer than 75 chairs

Fee	Organization/Individual
\$75	Non-Profit
\$150	General Public

Major Event

Open to the public and may involve any of the following:

- Charge entry, registration and/or admission fees
- Cooking or food preparation
- Use of stage and/or barricades
- Road closures
- Generators
- Three or more booths or tables or combination thereof
- Placement of temporary equipment and/or structures
- Vehicle staging

Fee	Organization/Individual
\$250	Non-Profit
\$500	General Public

Exclusive Use Event

Closed to the public and attendance is by invitation only. Any of the following may apply:

- Cooking or food preparation
- Use of stage and/or barricades
- Road closures
- Generators
- Three or more booths or tables or combination thereof
- Placement of temporary equipment and/or structures
- Vehicle staging

Fee	Organization/Individual
\$3,900	Non-Profit
\$3,900	General Public

SECTION III. REFUNDABLE CLEANING AND DAMAGE DEPOSIT

A refundable cleaning and damage deposit is required for any costs associated with the cleaning and/or repairs at Courthouse Square. If the Permittee restores the Square to its original condition, the deposit will be refunded.

Event Type	Deposit
Minor	\$500
Major	\$1,800
Exclusive	\$1,800

SECTION IV. ELECTRICAL POWER HOOKUP

Power	Daily Fee
15 amp plugs	\$20
50 amp circuit	\$40

Permittee shall not be charged for power used during the event.

SECTION V. CITY SERVICES

The Permittee is required to pay the City's departmental service charges associated with supporting events at Courthouse Square. Hourly rates of City personnel are established for each department by City Council resolution. These departmental rates will be available as part of the Courthouse Square Event Application packet.

Courthouse Square Administrative Guidelines

SECTION 1: PURPOSE AND AUTHORITY

The purpose of the Courthouse Square Event Administrative Guidelines is to describe the policies and procedures for permitted events at Courthouse Square.

The objectives of the permit requirements are 1) to coordinate multiple uses of limited space in order to protect public safety and preserve historic Courthouse Square; 2) to prevent dangerous, unlawful or impermissible uses, and 3) to assure the City's financial soundness where events consume services or damage facilities.

Chapter 33A Article III of the Redwood City Municipal Code sets forth the permitting requirements for the use of Courthouse Square. This document provides policies and procedures to supplement the provisions of Chapter 33A Article III and is issued and executed by the City Manager or his or her designee. Chapter 33A III will be referred to as the "Courthouse Square Ordinance" and these policies and procedures will be referred to as "Administrative Guidelines." A copy of the Courthouse Square Ordinance in its entirety is available through the City of Redwood City's website: www.redwoodcity.org and the City Clerk.

SECTION 2: EVENT CATEGORIES

- A. "Minor Event" means an event open to the public at no charge and all of the following apply: no food preparation or cooking; no vehicles on the Square; no stages or barricades; no open flame including wood, charcoal, or liquid fuel device, except candles, which shall be used in accordance with the City's Fire Code; no more than (2) 10' x 10' booths.
- B. "Major Event" means an event open to the public and may involve any of the following: cooking or food preparation; the use of a stage, road closures, generators; the use of three or more tables or booths (or a combination thereof); the placement or use of other equipment and/or temporary structures; staging vehicles on the plaza per Section 6 in the Administrative Guidelines; or by requiring payment as a condition to entry.
- C. "Exclusive Use" means an event that is closed to the public at which attendance is by invitation only and may involve any of the following: cooking or food preparation; the use of a stage, road closures, generators; the use of three or more tables or booths (or a combination thereof); the placement or use of other equipment and/or temporary structures; or staging vehicles on the plaza per Section 6 in the Administrative Guidelines.

SECTION 3: APPLICATION PROCESS

- A. Applicants must complete the Courthouse Square Event Application and provide the non-refundable Application Fee. The application is considered a request for permit only; submission does not mean that the event has been approved.
- B. Depending on the extent of the proposed event, the application may be reviewed by City departments that may be involved in permitting and/or supporting the event. The application will be reviewed by the Courthouse Square Event Team to determine required conditions, the scope and estimated cost of City support services, and required permits. The Courthouse Square Event Team is comprised of representatives of City departments, including, but not limited to the following: City Manager's Office, Parks and Recreation, Planning, Housing and Economic Development, Police, Fire and Finance.
- C. The City will notify the Applicant in writing that the application is preliminarily approved subject to receipt of the Permit Fee and the refundable Cleaning and Damage Deposit.
- D. A Courthouse Square Event Permit will be issued for the Permittee's signature upon submittal of all required permits, licenses, fees, site map, and insurance documentation. After the Permittee's signature is obtained, Parks, Recreation and Community Services Department will sign the permit.
- E. Any misrepresentation in the application or deviation from the final permit conditions may result in immediate revocation of the Event Permit and halting of the event.
- F. Issuance of an Event Permit under this chapter does not exempt the Permittee from, or constitute compliance with:
 - 1. Local, state or federal laws regulating service or consumption of food or alcoholic beverages, or the erection of temporary structures; and
 - 2. Any other applicable local, state or federal law.
- G. Fully completed applications shall be reviewed on a first come, first serve basis. Priority will be given to Redwood City sponsored or co-sponsored events, followed by events that meet the purpose of Courthouse Square as defined in Chapter 33A, Article III.
- H. In order to preserve the nature of Courthouse Square as a public plaza, priority will be given to events open to the public as opposed to those involving private or exclusive use of the property.
- I. Application Deadline:
 - 1. Minor Event – Fourteen (14) calendar days prior to the event date and no more than six months in advance

2. Major Event – Sixty (60) calendar days prior to the event date and no more than nine months in advance.
3. Exclusive Use – Sixty (60) calendar days prior to the event date and no more than nine months in advance.

SECTION 4: NOTIFICATION TO THE APPLICANT

A preliminary review of a completed application for a Courthouse Square Event Permit will be provided to the applicant as follows:

- A. Minor Event, the City will notify the Applicant within five calendar days of receipt of a completed application and non-refundable application fee. The application is preliminarily approved subject to receipt of the non-refundable permit fee and refundable cleaning and damage deposit.
- B. Major Event, the City will notify the Applicant within ten calendar days of receipt of a completed application and non-refundable application fee. The application is preliminarily approved subject to receipt of a non-refundable permit fee and refundable cleaning and damage deposit. The Applicant may be requested to attend a pre-event meeting to discuss the proposed event with the Courthouse Square Event team. Topics to be addressed may include: the number of portable toilets, waste and recycling containers, medical personnel, security personnel, equipment, relevant supplemental permits, ABC permits, street-closure permits, County Health permits and logistical support.
- C. Exclusive Use Event, the City will notify the Applicant within 15 calendar days of receipt of a completed application and non-refundable application fee. The application is preliminarily approved subject to receipt of a non-refundable permit fee and refundable cleaning and damage deposit. The Applicant will be requested to attend a pre-event meeting to discuss the proposed event with the Courthouse Square Event team. Topics to be addressed may include: the number of portable toilets, waste and recycling containers, medical personnel, security personnel, equipment, relevant supplemental permits, ABC permits, street-closure permits, County Health permits and logistical support.

SECTION 5: FINANCIAL AND LEGAL RESPONSIBILITY

The Permittee, its authorized representative and/or co-promoters cited in the approved application will be held financially and legally responsible for all expenses incurred by the City in connection with the event. If any charges remain unpaid within 60 days of receipt of the City's invoice, the Permittee (individual and/or organization) may forfeit the ability to rent Courthouse Square or all other City managed facilities in the future.

Redwood City will accept Visa, MasterCard, cash or check.

- A. The Permittee shall pay all fees, deposits and all appropriate charges as established by the resolution of City Council. This includes an application fee, permit fee, refundable cleaning and damage deposit, and City department service fees.
- B. The Permittee shall be responsible for the actual costs incurred by the City for service charges incurred in connection with or due to the Permittee's activities under the permit for the Courthouse Square Event by City departments.
- C. The Permittee shall be responsible for the actual costs of cleaning, repairs, and other services made necessary by the Permittee's use of Courthouse Square.
- D. The Permittee shall not be required to provide for or pay for the cost of public safety personnel to provide for the protection of a community event and its attendees from hostile members of the public or counter-demonstrations or for general law enforcement in the vicinity of the event.
- E. Upon conclusion of the Courthouse Square Event, the Parks, Recreation and Community Services Department in conjunction with the City's Finance Department shall send an invoice to the Permittee for all fees and charges still due to the City, and for the costs of services provided by City departments and for the costs to the City of any cleaning and/or repairs to Courthouse Square made necessary by the Permittee's use of Courthouse Square.
- F. Within ten business days of the last day of the event as stated in the permit, City departments must submit billings to the Parks, Recreation and Community Services Department for review and approval of costs incurred in providing event support.
- G. Within 30 days of the last day of the event as stated in the permit, the Parks, Recreation and Community Services Department shall determine and transmit to the Permittee an invoice for all costs above and beyond any retained security or cleaning deposits which are or will be incurred by the City in cleaning or restoring the Square or any additional services, which costs were occasioned by, or arose out of, the activity engaged in pursuant to the permit.
- H. The Permittee shall have 30 days from the transmission of such bill in which to pay or request adjustment of the same. Any request for adjustment shall be transmitted in writing to the Parks, Recreation and Community Services Department, who shall determine whether an adjustment is proper.

SECTION 6: REQUIREMENTS FOR ALL EVENTS

Clear and Safe Access

- A. It is the Permittee's responsibility to comply with all City, County, State and Federal Accessibility requirements, which includes equal access to facilities, services and programs for persons with a disability as well as ensuring them comprehensive civil rights protection.
1. All events must be accessible to people with disabilities, or reasonable accommodations made.
 2. A Permittee shall delineate clear path of travel in the Courthouse Square Site Plan to but not limited to, the County Courthouse building, wheelchair lift and the business entrances and service windows of the Courthouse Square kiosks.
 3. Fire Department access/no parking Fire Lanes shall be observed at all times.

Insurance

- A. Insurance is required for most special events, see Attachment II for details. Proof of liability coverage is required in the form of an Acord Certificate of Insurance, and endorsements as deemed necessary. Depending on the event type, worker's compensation, liquor liability and automobile insurance may also be required.

Business Tax

- A. All professional event planners and promoters for hire are required to obtain a business license regardless of whether the event is for charitable purposes.
- B. Subcontracting supply and service companies or organizations, e.g., catering, valet, rental, security services, etc., are required to obtain individual business licenses.
- C. Non-profit charitable organizations are not required to obtain a business license.

Permits to be Exhibited

- A. A Courthouse Square Event Permittee shall carry a copy of the Courthouse Square Event Permit at all times during the course of the approved event.
- B. Any person claiming to have a Courthouse Square Event Permit issued under Chapter 33A Article III of the Municipal Code shall produce and exhibit such permit upon the request of any authorized City staff.

Permits Non-Transferable

Any permit issued pursuant to these regulations shall pertain solely to the Permittee, and shall be void if transferred or assigned in any manner, except with the written consent of the City Manager or his or her designee.

Pre and Post Event Walk-Thru

At the conclusion of the event, Courthouse Square will be inspected by a City representative for additional clean up and damage charges. If the Permittee has not cleaned and/or repaired the Square and restored it to its original condition, the City will clean and/or repair the Square and retain the deposit or portion thereof, and charge the Permittee for amount of actual costs to recover City expenses for site cleanup and repair.

Cancellation of Events

- A. Cancellation for all minor events must be received at least 48 hours in advance of the event to qualify for a full refund of the permit fee, less any actual costs incurred by the City. If cancellation occurs fewer than 48 hours prior to the date of the event, ½ of the permit fee shall be forfeited.
- B. Cancellation for all major events must be received at least ten days in advance of the event to qualify for a full refund of the permit fee, less any actual costs incurred by the City. If cancellation occurs fewer than ten days prior to the date of the event, ½ of the permit fee shall be forfeited.
- C. Cancellation for all exclusive use events must be received at least ten days in advance of the event to qualify for a full refund of the permit fee, less any actual costs incurred by the City. If cancellation occurs fewer than ten days prior to the date of the event, ½ of the permit fee shall be forfeited.
- D. If cancellation occurs, the Permittee will receive a full refund of the cleaning and damage deposit, less any actual costs incurred by the City.
- E. City reserves the right to cancel any events at any time for any reason.

Tape

In order to avoid damage to Courthouse Square, painter's tape or heavy matting is the only permissible method to secure power cords or other fixtures to the Square surface. Other types of tape such as duct and masking tape are not allowed.

Temporary Structures

Temporary structures such as podium, stage, tent poles with a concrete base, table or any other structure shall not be dragged on the surface of the Square. Permittee is required to protect the surface from rust.

Waste Disposal and Clean-Up at Events

- A. A clean-up and waste disposal plan must be provided as part of the Courthouse Square Event Permit Application.
- B. All trash, litter, equipment, signage and other temporary fixtures related to the event must be removed to restore the Square to its original condition.
- C. The Permittee will meet with City staff and the entity responsible for the maintenance, if different from the City, in order to review the clean-up of the Square and to determine if additional clean-up measures are required.
- D. The Permittee is required to pay a refundable cleaning and damage deposit for all costs incurred by the City to clean and/or restore the Square. The Parks, Recreation and Community Services Department will collect and maintain the deposits. If the surface of the Square requires power washing because of stains resulting from the Permittee's activity, the City will provide the power washing services and retain the deposit or portion thereof. If the Permittee restores the Square to its original condition, prior to the event, the deposit will be refunded.

Recycling

- A. A Recycling Plan must be submitted with the Courthouse Square Event Application. This plan will address strategies to reduce and recycle waste generated by the event.
- B. The recycling containers must be properly disposed of throughout the event and at the conclusion of the event.
- C. Failure to follow the recycling plan may forfeit the ability to rent or lease City-owned property for any future use.

Amplified Sound

- A. Authorized use shall be subject to the following conditions: The number of loudspeakers, their location and direction, power output and the hours during which they may be used, shall be subject to written approval of the Parks and Recreation and Community Services Department.
- B. The Permittee shall immediately comply with the direction of the Police Department or onsite City designee's request to reduce the sound generated by the event.

Toilet Facilities

- A. The placement of portable toilets and hand washing facilities in Courthouse Square is prohibited.

- B. Permittee shall provide toilet facilities depending on the event and estimated attendance. If the event is over three hours in length, one port-a-potty shall be required for every 300 attendees.
- C. The City will waive the portable toilet requirement if the Permittee can substantiate the availability of adequate facilities in the immediate area.

Event Monitoring

- A. Major events may require dedicated City staff to be present. The City will determine whether staff presence is needed, and the Permittee will be charged the full cost of the event staff's time.

Signs and Decorations

- A. Signs, banners and decorations may not be affixed within the Courthouse Square unless the Permittee has obtained the written consent of the City and/or the kiosk vendors (where applicable). All such signs shall comply with all City laws and ordinances.
- B. The method of attachment shall not:
 - 1. Damage the structure or pose a hazard due to excessive wind load, or hinder access.
 - 2. Penetrate any tree, plants, poles or any fixed surface.
- C. The Permittee conducting an event is not permitted to use the words, "City of Redwood City" to suggest or indicate that the event is sponsored by the City, or use the Redwood City logo in promotional materials or advertising for the event without the City's written authorization.
- D. No helium filled balloons or "lighter than air" type balloons can be released.

Vehicle Access

- A. No vehicles are allowed within the Square without prior written approval from the City.
- B. Permittee shall remove any tire marks or residue resulting from vehicle use.
- C. The City does not provide parking for events. Paid and free parking is available throughout the City's parking garages, surface lots and on-street parking.

Delivery/Loading

- A. Deliveries must be carried or hand-trucked to Courthouse Square.

On Street "No Parking" Signs

- A. If "No Parking" signs for on-street City parking spaces are requested, the Permittee must obtain approval from the Police Department and the Parks, Recreation, Community Services Department.

- B. The regulations for the posting of "No Parking" signs are as follows:
 1. The Permittee shall obtain and post "No Parking" signs that meet the Police Department specifications or purchase "No Parking" signs to reserve on-street parking spaces for loading or staging of event related vehicles. The "No Parking" signs may be purchased at the Permittee's expense from the Parks and Recreation, Community Services Department.
 2. "No Parking" signs must be posted 72 hours in advance of the parking closure and the signs must state the date and time "No Parking" is to be enforced.
 3. The movement or posting of "No Parking" signs not previously scheduled and approved due to weather conditions, location problems, etc., may not be done without the approval of the Police Department.
 4. Illegally parked autos (in violation of temporary "No Parking" signs) may be cited if the posting is confirmed to be in compliance with the Police Department Guidelines. All efforts to locate owners will be made to avoid towing the vehicle, with the exception of an extreme situation and only then at the direction of the Police Department.
 5. All posting instructions must be followed in order for the posting to be legal.

Street Closure

Permittee must file a Temporary Street Closure Application with the Police Department.

- A. Signatures from property owners or designated representatives of two-thirds of residents and businesses on both sides of the streets to be closed must be obtained and all applicable fees must be paid within 10 calendar days prior to the event.

- B. The Permittee must provide "No Parking" signs announcing the street closure which shall be obtained and posted at least 72 hours in advance of the event.

- C. The "No Parking" signs may be purchased at the Permittee's expense from the City.

- D. If the City posts or removes the signs, the Permittee will be charged for City staff time.
- E. Barricades may be placed near the corner of the intersection to be closed no more than thirty-six (36) hours before the event. All barricades shall be neatly stacked and not obstruct pedestrian movement at the intersection nor visibility from vehicles before the event.
- F. If the City delivers and/or picks up the barricades, the Permittee will be charged for City staff time.
- G. Final placements of barricades are subject to approval and may be moved at the sole discretion of the Police Department.
- H. No permanent barricades to impede upon Fire Department access.

Section 7: POLICE AND PRIVATE SECURITY

- A. Permittee's must submit a security plan for the proposed event and receive approval of the Redwood City Police Department. The approval of the Redwood City Police Department will be based on, but not limited to the following: type of function; service of alcohol, if applicable; traffic control requirements; the number of attendees; anticipated security issues and the history of security issues at the same or similar event in prior years, if applicable. The Permittee's plan must list the proposed number of security personnel, their location, duties, hours of service, contact information for the day of the event and whether they are Redwood City police officers or private security personnel. Permittees are responsible for all costs associated with security.
 - 1. The purpose of Police presence during events is to ensure public safety, keep the peace, and enforce relevant laws, codes and ordinances. More common duties include traffic direction and enforcement of event-specific conditions.
 - 2. Private security performed by the Permittee will include checking IDs to prevent under-aged drinking, collecting tickets at the entry and other appropriate tasks to promote order during the event. Private security must be licensed and insured and provide the same indemnity agreement insurance documentation as the Permittee pursuant to Attachment II.
 - 3. An appropriate balance between Police and private security, including staffing levels will be determined by the City.
 - 4. A contact person representing the Permittee must be at the event for its entire duration, and must have a copy of the Event Permit available for review.

SECTION 8: FIRE DEPARTMENT

- A. A Fire Department review of the application, including type of event and projected attendance will occur to determine if the scope of the event shall require Fire Code Permits. Fire Code Permit Application includes, but is not limited to:
1. Places of assembly (75 or more people);
 2. Tents, canopies and temporary membrane structures;
 3. Tent/structures equal to or greater than 200 square feet;
 4. Canopies equal to or greater than 400 square feet;
 5. Open flame except candles which shall be used in accordance with the City's Fire Code;
 6. Regulations for vender and / or cooking booths;
 7. Parade floats and
 8. Use of generators
- B. A fire safety officer may be required for events that could impact fire and life safety. The size of attendance and potential hazards will be evaluated.

SECTION 9: SALE OR DISTRIBUTION OF FOOD TO THE PUBLIC

General Provisions

- A. If food and beverages are part of the proposed event, the City must approve the food and beverage type. Any alcoholic beverage is subject to the permits and requirements of the State Department of Alcoholic Beverage Control, Redwood City Ordinance and Fire Code Permit.
- B. Food and beverage service must comply with the requirements established by the San Mateo County Health Department and the Redwood City Fire Department.
- C. Protective covers must be placed on the Courthouse Square surface including extending three feet around any area where food and/or beverage service equipment is located.
1. Acceptable covers are plywood, heavy plastic, or indoor-outdoor carpeting. Protective covers other than these must be approved in advance by the Parks and Recreation and Community Services Department.
 2. All protective covers must be of sufficient thickness and weight so that pedestrian passage is not impeded by the covering.

3. The Permittee is responsible for securing the protective covers in a manner that does not impede pedestrian passage, present a hazard, or damage the Courthouse Square surface.

SECTION 10: ALCOHOL

- A. Only a licensed caterer or a non-profit with proof of Liquor Liability Insurance Coverage may serve alcohol with approval from the Police and a permit from the State Department of Alcoholic Beverage Control (ABC).
- B. The Permittee must obtain signature of approval from the Redwood City Police Department before ABC will issue a Permit.
- C. The Permittee must hand deliver a copy of the ABC permit and Liquor Liability Insurance and endorsements, as required in Attachment 2, to the Redwood City Police Department in order to serve alcohol at the event.
- D. During the event, the Permittee is responsible for ensuring that:
 1. Alcohol servers are at least 21 years of age;
 2. No person under the age of 21 years is served alcohol;
 3. No person is served who appears to be intoxicated; and
 4. Alcohol is consumed only within the defined area, as approved by the Police Department
- E. Police may prohibit the sale of alcohol at any time during the event if it is determined that these regulations are not adhered to or in the interest of public safety

Attachment I

STANDARDS FOR OUTDOOR FAIRS AND BOOTHS

These standards apply to individual tents, temporary structures, or membrane structures less than 200 square feet in area, and canopies less than 400 square feet in area used as outdoor fairs and booths. Permits and approval shall be in accordance with requirements of the Fire Department.

A. Definitions

For the purposes of this document, the following definitions shall apply:

Cooking Booth - A booth where food is prepared by a heating or cooking process such as, but not limited to, grilling, frying, barbecuing, flaming, deep fat frying, baking, warming, or boiling.

Deep Fat Frying - Any cooking operation or process whereby the product floats or is submerged in hot oil during the cooking process.

Vendor Booth - Any booth other than a cooking booth.

B. Cooking Booth Construction and Location

1. All fabrics and membranes covering cooking booths shall be certified flame retardant or treated with a fire-retardant paint or spray.
2. Decorative materials shall be inherently fire resistive or shall be treated with a fire-retardant paint or spray.
3. Flooring materials used within cooking booths and cooking equipment shall be non-combustible or fire-retardant. (*Exception: 3/8" plywood or similar material.*)
4. Each cooking booth shall have at least one exit, a minimum of three (3) feet wide and 6'8" high. Booth frames shall not obstruct exit paths.
5. Cooking booths shall have a minimum clearance of ten (10) feet on at least two sides with clearance of at least ten (10) feet from any vendor booth.
6. A minimum ten (10) foot separation shall be provided between every ten connected cooking booths.

Note: For items 1, 2, and 3, a flame test may be required for non-certified flame retardant or treated materials. A field flame test shall require a sample of material measuring 2 inches by 12 inches.

C. Cooking Equipment

1. All interior cooking equipment shall be of an approved type, and open-flame cooking shall be located a minimum of 18 inches from booth back/side drop materials.
2. Camping type stoves may be used only under the following conditions:
 - a. Fuel types shall be approved by the Fire Marshal;
 - b. Kerosene or gasoline shall not be used to fuel stoves;
 - c. Liquid fuel shall not be added to stoves inside booths;
 - d. Fuel capacity for each appliance shall not exceed two (2) gallons;
 - e. Extra fuel shall not be stored inside booths.
3. Butane and propane equipment shall conform to the following:
 - a. Maximum fuel quantity inside each booth shall not exceed ten (10) gallons;
 - b. Shut off valves shall be provided at each fuel source;
 - c. Cooking appliances shall have an ON-OFF valve located far enough away from the appliance to be safely shut off in case of fire;
 - d. The booth operator shall test all connections for leaks with a soap and water solution;
 - e. Fuel tanks shall be protected from damage and secured in an upright position;
 - f. Hoses shall be of a type approved for use with the equipment and fuel type;
 - g. Tanks not in use shall be turned off;
 - h. Extra fuel tanks shall not be stored in booths;
 - i. Unused fuel cylinders shall be stored in a secured position. Maximum outside storage is ten (10) gallons.

Note: Specialized cooking equipment used outside of booths may have larger tanks when approved by the Fire Marshal.

D. Vendor Booth Construction and Location

1. Each vendor booth shall have at least one exit-way, a minimum of three (3) feet wide by 6'8" high. Booth frames shall not obstruct exit paths.
2. Vendor booths shall have a minimum clearance of twenty (20) feet on at least one side, with clearance of at least ten (10) feet from any cooking booth.
3. A ten (10) foot wide separation shall be provided for every 200 lineal feet of vendor booths.

E. Electrical Power

1. Generators shall be placed only in approved locations.

2. Generators shall not be refueled during event hours. Extra fuel shall not be stored during event hours.
3. Smoking and open flames shall be prohibited within 25 feet of refueling operations.
4. Extension cords shall be of a grounded type, and approved for exterior use.

F. Charcoal Cooking

1. Use only an electric starter or commercially sold lighter fluid.
2. Charcoal cooking and storage of lighter fluid is prohibited inside booths.
3. Charcoal cooking shall be located a minimum of ten (10) feet away from booths, in areas away from public access and away from combustible structures and parked vehicles.
4. Coals shall be disposed of in metal containers approved by the Fire Marshal.

G. Deep Fat Frying, Flambé, and Open Flame Cooking

1. Deep fat frying, flambé, and open flame cooking operations shall be located outside of booths and no closer than 18 inches from any combustible material.
2. Cooking areas shall not be accessible to the public.
3. Deep fat frying equipment shall have a temperature regulating device or other method of regulating temperatures approved by the Fire Marshal.
4. Separation shall be maintained with a minimum of three (3) feet clearance between deep fat frying and flambé or open flame cooking.

H. Fire Extinguishers

1. Each cooking booth shall be equipped with a fire extinguisher with a minimum rating of 2A: 10B:C. Booths with deep fat frying or flambé cooking shall be equipped with an extinguisher rated for class "K" fires.
2. Cooking booths shall be equipped with visible and accessible fire extinguishers mounted adjacent to the exit.
3. For vendor booths, the maximum travel distance to a fire extinguisher with a minimum rating of 2A:10B:C shall not exceed 75 feet.

4. Each generator shall be provided with a fire extinguisher with a minimum 40B:C rating. The extinguisher shall be located near the generator and accessible at all times.
5. All fire extinguishers shall be serviced and tagged annually by a State-licensed contractor.

I. Miscellaneous

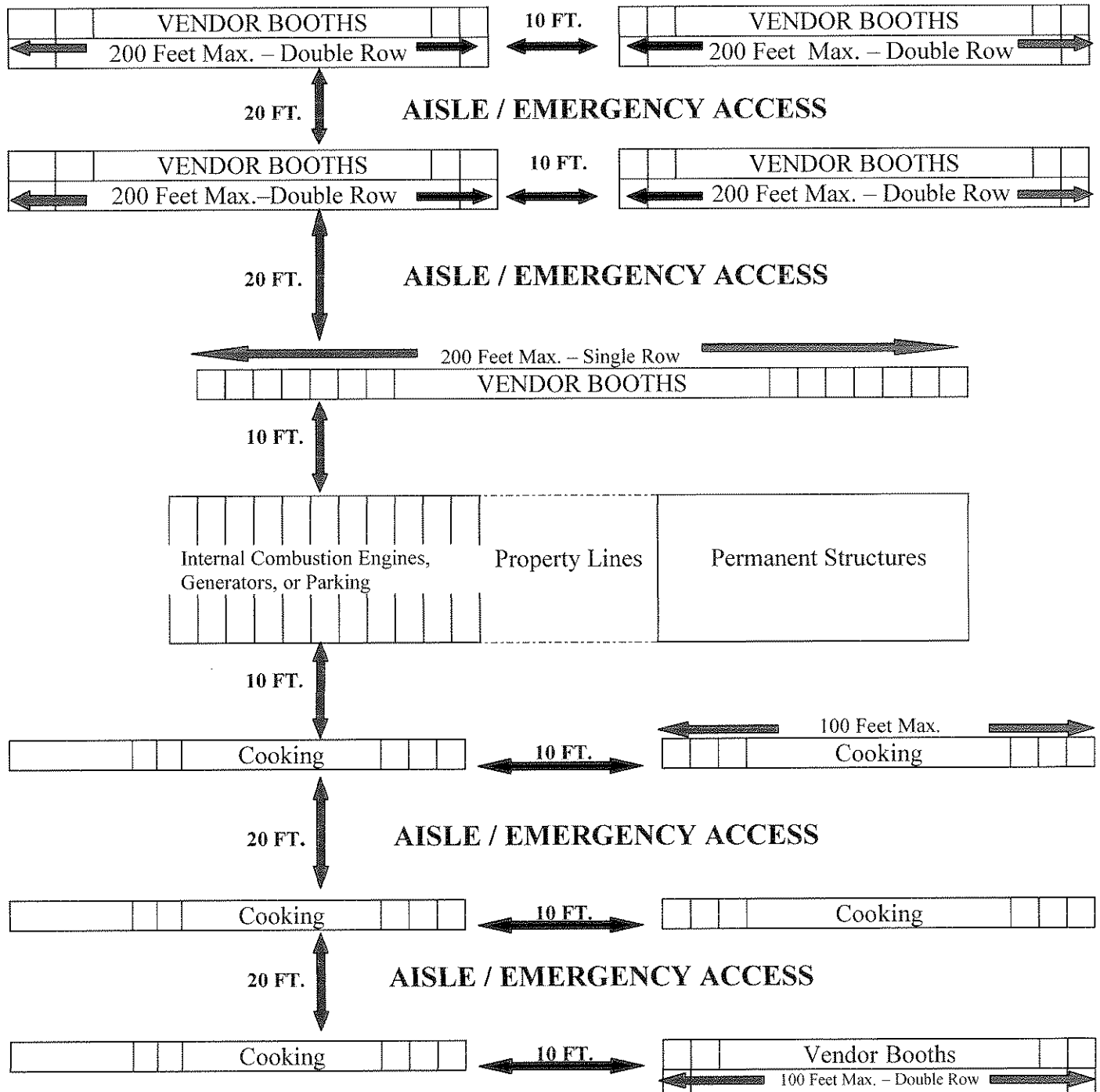
1. All compressed gas cylinders shall be secured in an upright position.
2. All cooking areas shall be cleaned regularly to prevent the build-up of grease.

J. Fire Safety Tips

1. Know where fire extinguishers are and how to use them.
2. Do not leave cooking unattended.
3. Do not wear loose-fitting clothing while cooking.
4. Remove trash regularly.
5. Keep combustible materials away from heat sources.

REDWOOD CITY FIRE DEPARTMENT FESTIVAL VENDOR AND COOKING BOOTH LOCATIONS

Authority Cited: California Fire Code

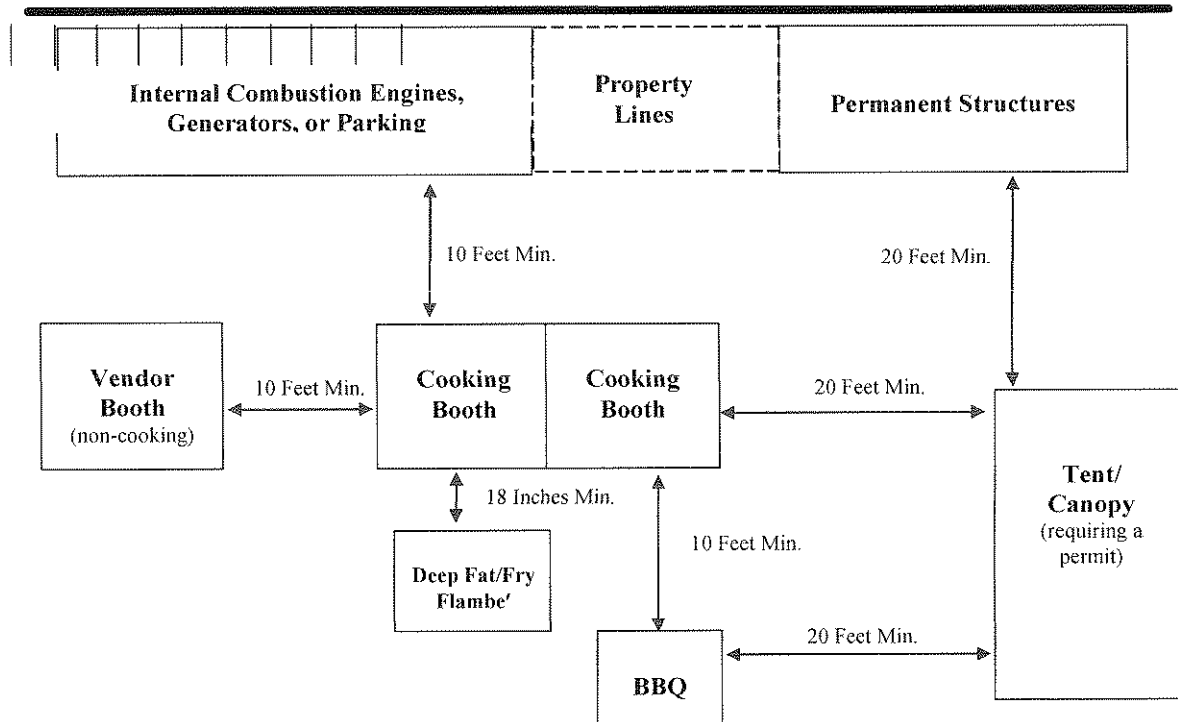
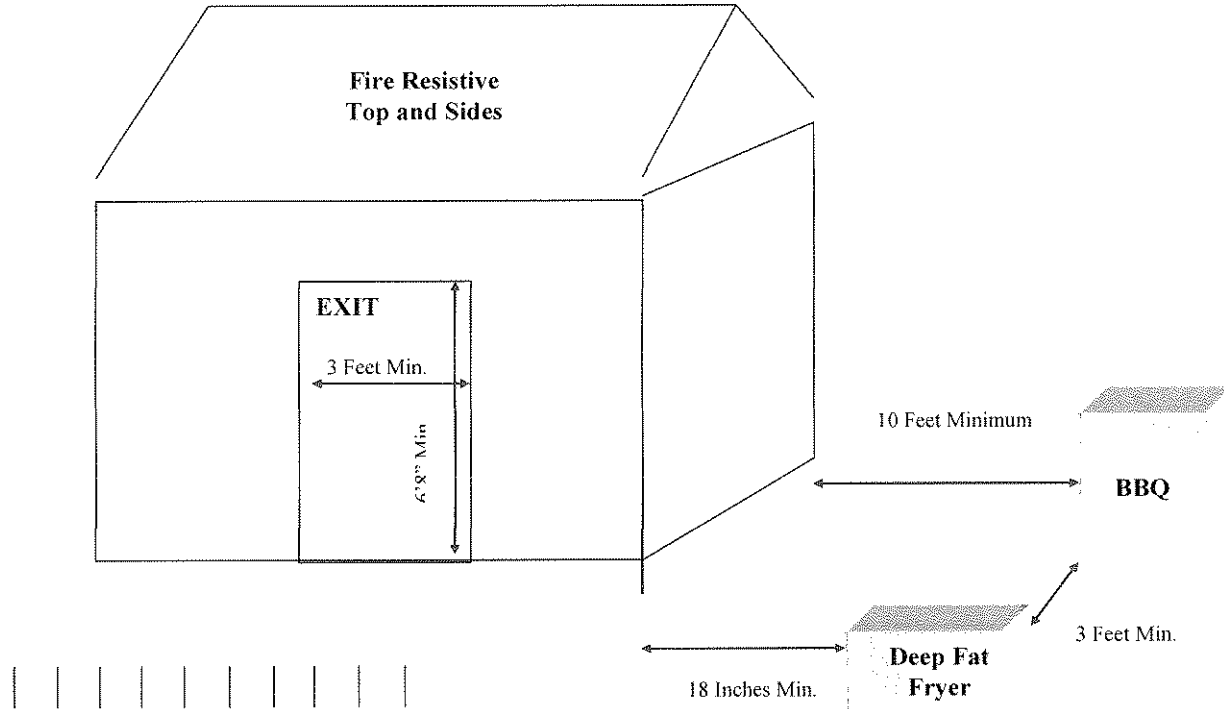


Note: Cooking Booths are limited to single rows only. Back-to-back rows are not permitted. Maximum length of row is 100 feet.

REDWOOD CITY FIRE DEPARTMENT

FESTIVAL COOKING BOOTHS

Authority Cited: California Fire Code (CFC)



Attachment II

INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. Insurance. Unless expressly exempted from such requirement, Event Permittee shall procure and maintain in full force and effect during the term of the permit a policy of insurance which provides the coverage that the Finance Director determines to be necessary and adequate under the circumstances.
 - a. An Applicant seeking to hold an event that involves expressive activity may elect to apply for an exemption from the insurance requirement, unless there is a specific demonstrable history of personal injury or property damage claims being awarded against the applicant attributable to the applicant's conduct of previous events in the City that are similar in nature to the proposed event.
 - b. Applicant must apply for such exemption at the same time as application for a permit. Applicant may elect to: 1) agree to indemnify, protect, defend and hold harmless the City, the Redevelopment Agency of Redwood City, its officers and employees against all claims, damages, expenses, loss or liability of any kind or nature arising out of, or resulting from, the alleged acts or omissions of permittee, its officers, agents or employees in connection with the permitted event or activity; or 2) agree to redesign or reschedule the permitted event to respond to specific risks, hazards and dangers to public health and safety identified by the City Manager or Finance Director as being reasonably foreseeable consequences of the permitted event.

Permittee will obtain and maintain for the duration of the Event, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with the Event by Permittee or Permittee's agents, representatives, employees or subcontracting supply and service companies or organizations. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A-.V."

1.1 Coverages and Limits. Permittee will maintain the types of coverages and minimum limits indicated below, unless Finance Director or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Permittee's indemnification obligations under this Agreement. The City, the Redevelopment Agency, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Permittee pursuant to this Agreement are adequate to protect Permittee. If Permittee believes that any required insurance coverage is inadequate, Permittee will obtain such additional insurance coverage, as Permittee deems adequate, at Permittee's sole expense.

1.1.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property

damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the activities undertaken by Permittee under this Agreement or the general aggregate will be twice the required per occurrence limit.

1.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

1.1.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Permittee has no employees and provides, to City's and Redevelopment Agency's satisfaction, a declaration stating this.

1.2. Additional Provisions. Permittee will ensure that the policies of insurance required to obtain an Event Permit contain, or are endorsed to contain, the following provisions:

1.2.1 For Commercial General Liability Insurance, Liquor Liability Insurance and Automobile Liability Insurance, the City of Redwood City, the Redevelopment Agency, their officers, agents, volunteers and employees will be named as additional insureds.

1.2.2 This insurance will be in force during the life of the Permit and any extensions of it and will not be canceled without thirty (30) days prior written notice to City.

1.3 Providing Certificates of Insurance and Endorsements. Prior to issuance of Event Permit, Permittee will furnish certificates of insurance and endorsements to City.

1.4 Failure to Maintain Coverage. If Permittee fails to maintain any of these insurance coverages, then the City and/or Redevelopment Agency will have the option to revoke Permittee's Event Permit, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. Permittee is responsible for any payments made by the City and/or Redevelopment Agency to obtain or maintain insurance and City and/or Redevelopment Agency may collect these payments from Permittee or deduct the amount paid from any sums due to the Permittee pursuant to the Event Permit process.

1.5 Submission of Insurance Policies. City and/or Redevelopment Agency reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

1.6 Primary Coverage. For any claims related to Permittee's activities under the Event Permit, the Permittee's insurance coverage will be primary insurance with respect to the City, Redevelopment Agency of Redwood City, their officers, agents, volunteers and employees. Any insurance or self-insurance maintained by City or Redevelopment Agency for itself, its officers, agents, volunteers and employees, will be in excess of Permittee's insurance and not contributory with it.

1.7 Reduction in Coverage/Material Changes. Permittee will notify City and Redevelopment Agency thirty (30) days prior to any reduction in any of the insurance coverage required pursuant to Permittee's Event Permit, or any material changes to the respective insurance policies.

2. Indemnification. *Permittee will defend, indemnify and hold harmless the Redwood City Redevelopment Agency, the City of Redwood City and their officers, agents, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the events conducted pursuant to the Event Permit, caused in whole or in part by the willful misconduct or any negligent act or omission of the Permittee,,any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of City and/or Redevelopment Agency.*

Any reasonable payment, attorney's fee, cost or expense City and/or Redevelopment Agency incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost, and this section will survive the expiration or early revocation of the Event Permit.