

# Denton County Fresh Water Supply District 1-A Special Event Rules and Regulations

The purpose of these Rules and Regulations is to provide requirements to safeguard life or limb, health, property, and/or public welfare by regulating and controlling the location, duration, hours of operation, and quality of materials and appurtenances for special events within the jurisdiction of Denton County Fresh Water Supply District 1-A.

**I. Definitions:** For the purpose of these rules & regulations, certain phrases and words shall be construed as specified in this section. Where terms are not defined, they shall have their ordinary accepted meanings within the context in which they are used. Denton County Fresh Water Supply District 1-A Rate Order and Rules & Regulations are hereby amended by adding the following definitions:

*Applicant* shall mean any person who has filed a written application for a special events permit.

*Arterial streets* shall mean major streets in the District's street system that serve as avenues for the circulation of traffic into, out of, or around the city and that carry a high volume of traffic.

*Block parties* shall mean one-time outdoor activities that require the partial closing of one or more streets.

*Carnival* shall mean a temporary amusement area featuring rides, games and sideshows.

*Chairperson* shall mean the individual responsible for conducting the special event.

*District or Developer-sponsored* shall mean any permitted special event that is operated by the District, Bright Realty Co. or Castle Hills Master Association.

*Closure* shall mean the time and equipment used to secure one street at one point from curb to curb.

**Commercial outdoor amusement** shall mean an outdoor area, portable building or portable and/or motorized equipment open to or used by the public, which provides entertainment or amusement for a fee or admission charge.

**Exhibits** shall mean temporary displays of static art, artifacts, memorabilia, merchandise or other objects intended for public viewing that extend beyond the normal use of the property or facility.

**Fair** shall mean temporary outdoor activity involving three or more vendors or exhibitions.

**Festival** shall mean a one-time or recurring outdoor program of performances, attractions or competitions requiring temporary street closures.

**Parade** shall mean the assembly of three or more persons or vehicles whose gathering is for the common design and purpose of traveling in procession on a public thoroughfare from one location to another.

**Sidewalk** shall mean a paved path for pedestrian foot traffic.

**Special event** shall mean a temporary gathering of participants using either public property and involving one or more of the following activities:

- (1) Parades, fairs, festivals, exhibits, block parties, street dances, carnivals, circuses, temporary commercial outdoor amusements, outdoor concerts, and sporting events when public or private property is to be used in excess of the intended and permitted use for the property.
- (2) Blocking or restricting use of public property.
- (3) Temporary installation of a full sized stage, in excess of 400 square feet in size with or without overhead structural supports, band shell, portable building, portable and/or motorized equipment (except small generators less than 1200 watts in size), grandstand or bleachers on public or private property.

- (4) Requirement of traffic control, placement of temporary traffic control signs in public rights-of-way, or public safety support, from the District, due to large anticipated crowds of people or traffic congestion beyond the capacity of the premises or surrounding public infrastructure.

*Special events permit* shall mean an official document issued by the District authorizing performance of a special event.

*Street* shall mean a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, road, boulevard, or any other designation.

## **II. Preparation, conduct, etc.**

All special events shall comply with the following requirements unless specific exemptions are noted on the special events permit.

- (1) *Barricades* – The District will provide, place, remove and control all required barricading for street closures.
- (2) *Notice of property owners* – When required, all owners of property abutting a special event location shall be notified in writing by the applicant of any upcoming event that may by scope and nature impact such owners.
- (3) *Parking* – Applicants shall submit evidence of adequate parking. Parking on property not owned by the applicant shall require a written agreement signed by the involved persons.
- (4) *Street closing* – special events that require partial street closing shall be pre-approved by a representative of the District.
- (5) *Tent use/fire lanes* – Special events that include the use of tents, canvas material or any temporary structures shall comply with the requirements set forth in the fire and building codes as adopted by the District. When required, fire lanes shall be provided and

maintained and the site shall be maintained in such manner that fire hazards are not created.

- (6) ***Food service*** – Where food service is provided, each food vendor shall comply with the rules and regulations outlined by the Texas Department of State Health Services (Texas Food Establishment Rules). These rules can be found at [www.dshs.state.tx.us/foodestablishment](http://www.dshs.state.tx.us/foodestablishment).
- (7) ***Sanitary facilities*** – Permanent and/or portable type sanitary facilities can be utilized on the premises; the permit holder is responsible for obtaining, as well as removal of any and all sanitary facilities needed/used.
- (8) ***Animal waste; proximity of animals to other uses*** – Waste from animals used in any event shall be removed immediately by the applicant from public or private property. Animals shall not be kept closer than 300 feet to any residential use districts or commercial use districts during non-operating hours of such event.
- (9) ***Solid waste*** – Solid waste containers/dumpsters shall be required for all outdoor special events. Solid waste containers/dumpsters can be obtained through the District.
- (10) ***Indemnification of District*** – An applicant for any special events permit shall sign an agreement to indemnify and hold harmless the District, its officers, employees, agents and representatives, against all claims and liability in causes of action resulting from injury or damage to persons or property arising out of the special event.

### **III. Prohibitions**

Safe and orderly movement of normal traffic shall not be substantially interrupted. “Substantially interrupted” shall be determined by the District. The event shall not impede

the movement of firefighting equipment or ambulances. An event shall not conflict, in time and location, with any other event for which a permit has been issued.

#### **IV. Restrictions**

An event shall not require the diversion of so great a number of police, ambulances or firefighting equipment that normal emergency services could be hindered. The concentration of people, vehicles and animals at assembly points for any event shall not unduly interfere with fire and police protection or ambulance service to areas near such assembly points. The District may prohibit or restrict, or require additional parking when it is deemed reasonable and necessary.

#### **V. Events Calendar**

The District will maintain a special events calendar of events that have been reviewed and approved for permit.

#### **VI. Violations**

It shall be unlawful for any person to hold a special event or cause the same to be held in violation of these rules & regulations.

#### **VI. Permits**

- (1) **Required** – No special event shall be held without first obtaining a permit from the District.
- (2) **Application** – To obtain a permit, the applicant shall first file an application on a form furnished by the District for that purpose. Every application shall:
  - i. Identify the type of special event to be covered by the permit for which application is made.

- ii. Give the name, address and telephone number of the person, organization or company conducting the event.
- iii. Give the name, address and telephone number of the event chairperson or responsible party.
- iv. Identify the proposed location, parking areas and event dates and hours
- v. For parades and similar events, identify the assembly area, starting point, route, disbanding area and the approximate time to complete the event.
- vi. Indicate the approximate number of persons and vehicles, also the number and type of any animals.
- vii. Indicate the purpose of the event.
- viii. Give such other data and information as may be required to obtain compliance with these rules & regulations.

(3) ***Filing, review, and issuance*** – The application and other such data as may be required shall be filed with the District at a minimum of forty-five (45) days prior to the proposed date of the event. A pre-event meeting shall be scheduled for a maximum of ten (10) days after initial submittal of application. The application shall be reviewed by the District to verify compliance with these rules and regulations and any other applicable laws, ordinances or codes. When it has been determined the special event will conform to the requirements of this article and all other pertinent laws, ordinances and codes, the permit will be issued to the applicant once the all applicable fees are paid.

(4) ***Modifications to event specifications*** – Whenever there are practical difficulties involved with date, time, location or route, the District may propose an alternative

date, time, location or route for special events and the permit applicant shall have two working days to accept or reject the alternate.

(5) **Scope** – The issuance of a permit for a special event shall not be construed to be a permit for any violation of any of the provisions of these rules & regulations or any other code or State law.

(6) **Duration & Frequency** – No single special event permit shall be valid for a period of more than fourteen (14) consecutive days. No more than six (6) special event permits will be issued per calendar year per premise. Frequency for special event permits shall be no less than seven (7) days apart.

(7) **Expiration** – Every permit issued under the provisions of this article shall expire by limitation and become null and void if the special event authorized by such permit is not held on the permitted date. Before such special event can be recommended, a new permit shall be first obtained to do so and the fee shall be one-half the amount required for the first permit, provided the suspension has not exceeded 45 calendar days from the date of the first permit issuance. In order to renew after this expiration, the applicant shall pay a new full permit fee.

(8) **Denial** – an applicant may be denied a special events permit when the District staff determines from the information provided on the application that the special event will not comply with the requirements of these rules & regulations, other codes or laws of the state.

**VII. Fees** The fees for each special event permit listed below shall be set forth in the District's Rate order.

(1) Administration – \$25.00

- (2) Carnival - \$250.00
- (3) Circus - \$250.00
- (4) Parade - \$50.00
- (5) Barricades - 1<sup>st</sup> & 2<sup>nd</sup> \$25.00, each additional \$15.00
- (6) On-site District labor - \$20.00 laborer (per man/per hour); \$40.00/hr Supervisor
- (7) District and Developer events shall be exempt from all fees
- (8) No Waiver of fees may be granted except by the District



## Special Event Indemnity Agreement

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the Indemnitor (“Indemnitor”) enters into this Special Event Indemnity Agreement with Denton County Fresh Water Supply District No. 1-A (“Indemnitee” or “District No. 1-A”) and its designees, successors, assigns or related parties, including any of Denton County Fresh Water Supply Districts Nos. 1-B, 1-C, 1-D, 1-E, 1-F, 1-G or 1-H (with District No. 1-A, the “Districts”), for the right to hold a Special Event within the boundaries of the Districts pursuant to a Special Event Permit requested by the Indemnitor. The Indemnitor jointly and severally agrees to indemnify and hold harmless District No. 1-A and its designees, successors, assigns or related parties, including any of the Districts, from any claim, action, liability, loss, damage, or suit, arising from any Special Event pursuant to a Special Event Permit requested by the Indemnitor.

In the event of any asserted claim against the Indemnitee, the Indemnitee shall provide the Indemnitor reasonable timely written notice of same and thereafter the Indemnitor shall, at its own expense, defend, protect, and hold harmless Indemnities against said claim or any loss or liability arising there under.

In the further event the Indemnitor shall fail to so defend and/or indemnify and save harmless, at its own expense, then in such instance the Indemnitee shall have full rights to defend, pay or settle said claim(s) on their behalf without notice to Indemnitor and with full rights of recourse against the Indemnitor, including all fees, costs, expenses, and payments made or agreed to be paid to discharge such claim(s) without limitation.

It is further agreed that the Indemnitor shall pay all reasonable attorneys' fees necessary to enforce or defend said indemnification.

This Agreement shall be unlimited as to amount or duration, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal agents and representatives.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Indemnitor (Special Event Permit Applicant):**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

**Indemnitee (Denton County Fresh Water Supply District No. 1-A):**

\_\_\_\_\_  
Authorized Designee Printed Name

\_\_\_\_\_  
Signature