

APPLICATION - CITY PLAZA USE

CITY OF MT. SHASTA

APPLICATION FEE: \$42

305 NO. MT. SHASTA BLVD.

MT. SHASTA, CA 96067

DATE: _____ **(PLEASE PRINT)**

The undersigned hereby applies for permission to use and/or otherwise encroach onto the City Plaza for the purpose of:

If applicable, **please list** any tables, kiosks, and/or other temporary items with dimensions, including any banners or signs that will be placed in the designated areas of the plaza AND, **attach a drawing** of the area you are applying to use, showing placement of such items clearly (not to scale)

Date(s) of proposed usage: _____ Time from _____ am/pm to _____ am/pm.

Prior to issuance of a permit, applicant shall provide proof of liability insurance in the form of a certificate of liability insurance with commercial general liability limits of no less than \$2,000,000 per occurrence and \$4,000,000 aggregate. The underwriter shall endorse and name the City of Mt. Shasta as an additional insured on the policy.

Permittee shall ensure that placement of any items within the City Plaza will allow, at all times, a minimum of four feet (4') of clear passage on the public sidewalk, and that said items do not interfere with the reasonable use of the City Plaza by others.

Permittee agrees that failure to comply with these conditions will result in the denial of use of the City Plaza for the proposed event/function. Permittee agrees to abide by the City Plaza Policy established by Resolution No. CCR-04-57 adopted by the City Council of the City of Mt. Shasta on September 27, 2004. (policy attached)

The signature of the application will serve to indicate and acknowledge that the applicant has read and does understand the provisions set forth herein, and upon affixing said signature, does agree to conform and comply with these requirements, including the attached City Plaza Policy, and specific provisions if added to the permit.

THIS IS AN APPLICATION ONLY
Please Print

Name of Group or Individual Applying

Signature of Group Officer or Individual

Street Address

City, State, Zip Code

Telephone Fax

PLEASE SEE INSTRUCTIONS FOR COMPLETING THIS APPLICATION ON THE REVERSE

CITY PLAZA USE PERMIT APPLICATION INSTRUCTIONS

**CITY OF MT. SHASTA
305 N. MT. SHASTA BOULEVARD
Mt. Shasta, California 96067**

NOTE: If your organized event is only a gathering of people and no tables, banners, or fixed displays will be used, a City Plaza Use Permit may not be necessary.

1. Thoroughly read the City Plaza Policy included with this packet.
2. Complete the Application for City Plaza Use. On a separate sheet, please provide a detailed drawing (not to scale) of where items such as tables, hangers, and signs will be located during your event. Include the dimensions of the items.
3. **Include a payment to the City of Mt. Shasta for \$42.00**, which is the minimum deposit amount. Depending on the scope of the use, additional fees may apply. You will be advised of at the time the permit is approved.
4. Obtain from your insurance company a Certificate of Liability Insurance with a Commercial General Liability of at least \$2,000,000 and \$4,000,000 general aggregate. Your insurance **must also include an attached endorsement** naming the City of Mt. Shasta as the additional insured. This is the insurance underwriter's acknowledgement of the policy change.
5. Deliver or mail your completed and signed form with your payment, and the Certificate of Liability Insurance with the attached endorsement, to City Hall, 305 N. Mt. Shasta Boulevard, Mt. Shasta, California. 96067.
6. The Public Works Director will review the information provided and contact you when the permit is approved. If there is additional information required, you will be notified. **No encroachment** onto a public right-of-way or on City property shall begin without first obtaining the permit; therefore, please allow two to three (2-3) weeks for the approval process.

If you have further questions, you may direct them to the Director of Public Works or City Hall at (530) 926-7510

CITY PLAZA POLICY
CITY OF MT. SHASTA
305 N. MT. SHASTA BOULEVARD
Mt. Shasta, California 96067

Definition: The City Plaza is defined as that area located on the south side of City Hall and in the front and sides of the Police Department, extending on the north side of the Police Department from the inner edge of the sidewalk along North Mt. Shasta Blvd. to the stairway between the public restrooms and the alley, and on the south side from the inner edge of the sidewalks along north Mt. Shasta Blvd. and Lake Street to the east wall of the Fire Department.

Intent: The intent of the City Plaza is to serve as an open public gathering space for casual contact and interaction among all users. The public should enjoy equal ease of access to and use of the City Plaza at all times consistent with existing local ordinances. The rules for its use should be based on the fundamental democratic principles of freedom of speech, assembly and religion.

Rules:

1. Individuals can distribute information, hold signs, sing, play music, give speeches, or otherwise engage in reasonable self-expression between the hours of 9 a.m. and 9 p.m.
2. The City Plaza is to be regarded as a public space and a pedestrian thoroughfare. No individual or group is allowed to engage in activities in the City Plaza that would interfere with the public use of walkways or seating locations. Tables or any other temporary structures may be set up only if they do not interfere with the reasonable use of such space by others. Conducting sales for anything other than non-profit purposes is prohibited.
3. Due to the location of the Plaza immediately adjacent to the Police Department, interference with access to the Police Department, or with the operation of its emergency communication and dispatch operation, is prohibited.
4. To assure that it remains as fully accessible to the public as possible at all times, no individual or group may utilize any portion of the City Plaza for their exclusive use without first getting a permit to do so from the City. Such reservations must be applied for at least five (5) working days in advance of the intended use, and be subject to the following:

- a. Subject to Rule #5, such reservations shall be made on a first come-first served basis subject to the City's determination that the nature and size of any event or gathering – and/or the number of events or gatherings that may occur simultaneously – will comply with Rules # 2 and #3.
 - b. The timeframe and duration of any such reserved event or gathering shall be specified in the permit, but in no case shall begin prior to 7:00 A.M. nor extend past 10:00 P.M. The maximum duration shall be no more than two days in succession, nor more than two days during any thirty-day period whether or not successive.
5. The City of Mt. Shasta reserves the right to have priority to reserve, or permit the reservation of, the City Plaza for special events or functions that, as determined by the City, involve general community participation or celebration. Except for such specific community events or functions, no use of the City's electrical power sources for music amplification or any other purpose will be allowed.
6. The City Plaza may be used for the display by private parties of holiday symbols, whether secular or religious, but only if displayed in a manner that is in compliance with legal requirements that the City is not endorsing any religion in particular or religion in general. Such parties shall also be required to erect a notice along with the display indicating by whom it is erected. The maximum duration for private party displays at the City Plaza shall be no more than two weeks in succession.
7. Posting of items in the City Plaza community bulletin board display case will be conducted by City Hall staff, and will only be allowed, as space is available, for:
 - a. Community events sponsored by local public agencies.
 - b. Events sponsored by non-profit organizations.
 - c. City information of interest to local residents and visitors.
 - d. Events that will be taking place in the local vicinity or greater Siskiyou County region that members of the public may wish to attend, whether or not a fee is charged.

Nonacceptable fliers include:

- a. For profit business flier (e.g., sales, discounts, grand openings, etc.).
- b. Private citizen purposes (e.g., garage sales, items for sale, etc.).

To avoid clutter and keep the bulletin board as accessible as possible for users, notices of events/activities may be posted no more than fifteen (15) days prior to their scheduled date(s), and will be removed within five (5) days following such date(s). All other notices or fliers will be removed after ten (10) days.

CERTIFICATE OF LIABILITY INSURANCE

DATE
7/20/2010

PRODUCER
Business Owner's Insurance Company

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED
Business Owner
405 S. Mt. Shasta Blvd.
Mt. Shasta, CA 96067

INSURER A:
INSURER B:
INSURER C:
INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors Prot GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1CG50274B05			EACH OCCURRENCE \$1000000 FIRE DAMAGE (Any one fire) \$100000 MED EXPENSE (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS-COMP/OP AGG \$2000000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1CA50274705			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	1CW50274B05			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100000 E.L. DISEASE - EA EMPLOYEE \$100000 E.L. DISEASE - POLICY LIMIT \$100000
	OTHER				*10 Days Notice for Non-Pay

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS
RE: ENCROACHMENT PERMIT. CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED, ON A PRIMARY BASIS, PER THE ATTACHED ENDORSEMENT.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
CITY OF MT. SHASTA 305 NORTH MOUNT SHASTA BLVD. MT. SHASTA CA 96067		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Sample