

City of Raeford
Special Event Policy

Section 1. Purpose. The City of Raeford supports Special Events – including festivals, shows, performances, and programs – as these events contribute to the promotion and quality of the community. The City provides general services and operational support for Special Events to ensure public safety, to create an environment for a well-organized Special Event, and to ensure a pleasant experience for participants. Adequate advance planning and coordination are key components to the success and safety of any Special Event.

The City of Raeford has developed this Special Events Policy to facilitate advance planning, coordinate scheduling, and arrange for appropriate city services and support operations to serve the event. Event Organizers are required to secure a Special Event Permit prior to the event.

Section 2. Definitions of Terms.

2-1. Special Event. A Special Event is defined as a pre-planned event, whether publicly and/or privately sponsored, which is proposed to be held on public property, including but not limited to parks, streets and/or sidewalks. All Special Events require a Special Event Permit issued by the City of Raeford.

2-2. City Co-Sponsored Special Events (Signature Events). Events that are created, planned, and implemented by non-City Agencies. Support for the co-sponsored events may include in-kind services from City staff based on regular staff hours, waiver of some or all of the fees, and/or financial support approved in the City's annual budget. Cost recovery expenses are to be paid to the City and may include staff overtime, supplies, materials, and other direct expenses. Signature Events are currently the Fall Festival and Parade, the DRBA annual concert on Main, and Hometown Christmas.

2-3 Non-City Sponsored Special Events. Events that are created, planned, and implemented by non-City Agencies. The City does not provide financial support for these events and expects to be reimbursed for all costs associated with the activity, including overtime expenses, supplies, materials, and permit fees. In the case of Special Events organized by a recognized Non-Profit, the City Manager may exempt the Special Event from fees associated with some City Services upon submission of a current IRS 501(c)(3) statement by the Event Organizer.

2-4. Event Organizer. A representative of the sponsoring organization or the individual in charge of planning and implementing the Special Event. The person submitting the permit application must be an adult age 21 years or older.

2-5. Events and Facilities Supervisor. The City of Raeford staff member who administers the Special Events Policy and permit application process.

2-6. Special Events Permit. An approval document issued by the City of Raeford upon completion of the application process that officially schedules the event and identifies requirements for appropriate city services and operations after payment of any required fees.

2-7. City Services. Services provided by the City of Raeford in support of Special Events, including regular and over-time staff hours, supplies, and/or other services.

Section 3. Application of this Policy. This policy shall apply to all Special Events taking place on public property and/or the public right-of-way or any Special Event for which the Event Organizer is requesting use of city resources, services, or personnel. Special Events include, but are not limited to, festivals, concerts, parades, runs

and rallies. Funeral Processions are exempt from this Special Event policy. Group demonstrations and lawful picketing on sidewalks, as defined by Raeford City Code Section 16-18, are governed by Article II of Chapter 16 of the City Code.

Section 4. Special Events Permit.

4-1. Application Procedure. At the beginning of the event planning process, the Event Organizer should contact the City of Raeford Events and Facilities Supervisor to assess the need for City Services and operational support and to obtain a copy of the Special Events Permit Application.

a. The Event Organizer should complete the application with required attachments and return it to the Events and Facilities Supervisor no later than 45 days prior to an event. Applications for Special Events that include a request for a temporary closure of a state-maintained street are advised that the North Carolina Department of Transportation requires closure notification be submitted to NCDOT for approval no later than 120 days prior to the event. The City will submit this notification to NCDOT following application submission by Event Organizer.

b. The Events and Facilities Supervisor will review the application for completeness and route the application to the appropriate City staff for acknowledgement of service and operations support for the event and for comment. When all requirements listed on the application have been met, the Events and Facilities Supervisor will issue a Special Event Permit to the Event Organizer for the Special Event at the specified times and locations.

c. The City of Raeford reserves the right to deny event activities that, in the City's view, pose a threat to public health and safety and/or if determined that the City or Event Organizer will be unable to provide adequate services to ensure public health and safety during the event. The Events and Facilities Supervisor may convene the appropriate City staff to meet with the Event Organizer prior to issuing the permit and as needed after the permit is issued to facilitate coordination of activities and services.

d. Any amendment or change of information submitted on the permit application should be submitted to the Events and Facilities Supervisor as soon as possible and must be submitted at least three (3) weeks prior to the Special Event. If accommodation for the proposed changes are not feasible, then the Event Organizer must follow the arrangements specified in the original permit application.

Section 5. Locations for Special Events.

5-1. If the Special Event involves the temporary closure of a state-maintained street, the North Carolina Department of Transportation must approve the closure. NCDOT requires 120 days advance notification to approve all temporary closures of a state-maintained street. The city will facilitate this approval process but cannot guarantee NCDOT approval for requests.

5-2. Pre-Designated Routes for Organized Runs or Races. The City of Raeford has several pre-designated routes available for organized runs or races. Run or race Event Organizers are encouraged to utilize one of these pre-designated routes.

5-3. City Facilities. Event Organizers may also consider use of the following City of Raeford public facilities that are available for Special Events subject to approval by City Administration: Constitution Park, McLauchlin Park, Robbins Heights Park, and the Civic Center.

Section 6. Charges and Fees. There is a \$1500.00 fee for any special event with a street closure. The City may collect additional fees for one or more of the activities included with the Special Event. Agencies other than the City of Raeford may also charge fees for required permits and/or services. It is the Event Organizer's responsibility to identify and pay such fees. Payment of all required fees is due to the City prior to receipt of the Special Event permit.

Section 7. Rules, Regulations, and Requirements for Special Events.

7-1. Availability/Visibility of Event Organizers Prior to and During the Event. During setup and the Special Event, the Event Organizer or a designee must be on-site at all times. The Event Organizer should be prepared to handle questions and problems regarding the event, such as resolving disputes among vendors, rain delays, and coordination of City services.

7-2. Care of Public Property. The Event Organizer shall ensure that public property is protected from any damage other than normal wear and tear. The Event Organizer is responsible for the cost to repair any such damage to public property occurring during the period for which the Special Event permit is issued.

7-3. Publicity Items. Publicity items (flyers, banners, posters, temporary signs, etc.) are not allowed to be attached to electric utility poles or to regulatory signs. The Event Organizer is responsible for removal of all publicity items in public areas immediately following the end of the event.

7-4. Permits from Other Agencies. The Event Organizer is responsible for securing any required permits, permissions, or services from agencies other than the City of Raeford that may have jurisdiction over activities at the Special Event. A copy of these permits must be provided to the City.

7-5. Insurance. Special Events require a Certificate of Insurance covering the specific event in the minimum aggregate amount of one million dollars (\$1,000,000.00). Insurance coverage must name the City of Raeford as an additional insured.

7-6. Fire Prevention. Event activities must comply with the City of Raeford and the North Carolina State Fire Code as administered by the City of Raeford Fire Marshal's Office.

7-7. Waste Disposal. It is unlawful to dispose of solid and/or liquid wastes in rivers, creeks, drainage ways, storm sewers, streets, parking lots or park areas. It is the responsibility of the sponsoring organization to arrange for proper disposal of grease and/or hazardous materials generated during the Special Event.

7-8. Portable Restrooms. It is the responsibility of the event organizer to provide adequate on-site restrooms to meet the specific needs of the event. The required number and location of restrooms for any event shall be determined by the City.

7-9. Tents/Canopies: All Tents, Canopies and other Membrane Structures shall comply with Chapter 31 of the North Carolina Fire Code which is Enforced/Inspected by the City of Raeford Fire Marshal's Office.

a. No tents or canopies shall be staked. All tents and canopies shall be secured or weighed down at all corners.

b. No tent or canopy shall be erected within fifteen (25) feet of a Fire Hydrant or obstruct any building exit or doorway. No tent or canopy may entirely block a street

c. For any street closure, a minimum width of 26 feet of Emergency Vehicle Access to the entire event shall be maintained at all times until the event has terminated.

d. All Tents/Canopies shall have a minimum of a 3A:40B:C Fire Extinguisher, Cooking Tents/Canopies and Food Trailers shall have as Minimum Class K Fire Extinguisher and 4A:80B:C Fire Extinguisher. All Fire Extinguishers must have a current Inspection Tag and dated Seal to indicate they have been inspected and serviced within the previous 12 months.

e. All Tents/Canopies and Food Trailers will be subject to permits issued by the City of Raeford Fire Marshal's Office.

7-10. Pets. Nonaggressive pets shall be allowed in any outdoor event area during Special Events so long as the pet is at all times leashed and under the control of the owner, and the owner cleans up any food or waste of their pet. For persons requiring their assistance, trained service animals with proper documentation available on request shall be permitted in all public areas of Special Events. Any animal, service or otherwise, posing a direct threat to others by growling, lunging, or otherwise menacing people can be barred and removed by the Event Organizer or City staff.

7-11. Alcohol. Any Special Events that serve beer, wine, spirits, or other alcoholic beverages must adhere to all North Carolina Alcoholic Beverage Control rules, regulations and requirements.

7-12. Security. The Event Organizer shall coordinate security with the Chief of Police or his designee. Fees may apply for provision of off-duty police officers.

Section 8. Provision of City of Raeford Services and Operational Support to Event. With proper advance notification as outlined in the Special Events Permit process, the City of Raeford can provide the following services and operational support for Special Events:

8-1. Public Safety. The City of Raeford provides routine police and fire services. The Police and Fire Departments will assess the need for traffic and/or crowd control and emergency response in advance based on information provided on the Special Event Permit Application and/or interviews with the Event Organizer. At any time during a Special Event, including set up and tear down, public safety officials may open or close areas or take other action that may impact the event in order to preserve public safety. The City of Raeford reserves the right to suspend an activity or activities if circumstances pose a threat to public health and safety and/or to public or private property. Police and fire personnel stationed on location at the event by the City are subject to being called away for emergencies in other areas of the City. The City of Raeford Police and Fire Departments reserve the right to determine the number of on duty and/or off duty public safety personnel needed to safely accommodate the event. If the City determines that off duty public safety personnel are required to safely accommodate the Special Event, hourly charges will apply for the off-duty personnel as determined by the City Police and Fire Departments.

8-2. Street closings. Upon request, the City can provide barrels, cones, and/or barricades for blocking streets in accordance with the required deadlines prior to the event. The Event Organizer may be required to set up barrels, cones, and/or barricades that the City has delivered to the event venue.

8-3. Solid waste services. Upon request, the City may provide delivery of temporary garbage containers to the event location prior to the event. The Event Organizer may need to place the containers in the desired location. The City will remove temporary containers at the conclusion of the event and may require that the Event Organizer consolidate containers into a single location.

8-4. Electrical and water services. Upon request, the City may provide electrical and water connections for the event.

Section 9. General Restrictions.

9-1. Natural or civil disasters. In the event of natural or civil disasters, the City reserves the right to cancel all outstanding Special Event permits within the City limits. Should evacuation of a street or neighborhood be deemed necessary by fire, police, or other emergency authorities, all outstanding permits for that area are null and void. Permits will be re-granted as soon as possible following a safety evaluation by the City.

9-2. Public Safety. The City reserves the right to change, modify, update, or waive provisions of these policies where necessary for the public's safety.

9-3. Permit Cancellation or Restriction. The City reserves the right to cancel Special Event permits and/or take further restrictive actions where necessary to assure adherence to these standards.

Section 10. Disclaimer of Liability; Indemnity. Every person and/or organization to whom a Special Event Permit is issued acknowledges and agrees that the City of Raeford, its elected officials and employees, shall not be held liable for any injury, loss, damage, liability or obligation arising out of, or connected in any manner with, the planning, permitting, or conduct of a Special Event. Every person and/or organization to whom a Special Event Permit is issued, as a condition of the issuance of the Outdoor Special Events Permit, agrees to indemnify and hold harmless the City of Raeford for any injury, loss, damage, liability or obligation arising out of, or connected in any manner with, the planning, permitting, or conduct of the Special Event.

**CITY OF RAEFORD
APPLICATION FOR SPECIAL EVENT**

315 N. Main Street
Raeford, NC 28376
910-875-8161

PERMIT # _____

AREA/PARK REQUESTED: _____

FEE \$ _____

1. The purpose for this activity is as follows: _____

2. The time requested for such activity is as follows:

DATES: From: _____ TO: _____
TIME: From: _____ a.m./p.m. TO: _____ a.m./p.m.
3. The place of this activity shall be: _____

4. The approximate number of people engaged in this activity is _____ but the number will not exceed _____.
5. State whether or not minors below the age of 18 years will participate in the activity: () yes () no. If so, state the approximate number of such minors: _____
6. The person(s) in actual charge of this activity and who will keep custody of the permit at the site of the activity at all times: _____
7. The activity will have as its principal objective (describe in detail): _____

******NO GRILLING AT McLAUGHLIN PARK******
NO TENTS OR CANOPIES SHALL BE STAKED! ALL TENTS AND CANOPIES SHALL BE SECURED OR WEIGHED DOWN AT ALL CORNERS!

8. The activity will include the use of the following items (please check)
- | | | | |
|--|---|--|---|
| ☐ float | ☐ vehicles | ☐ loud speakers | ☐ street closure |
| ☐ placards | ☐ mechanical devices | ☐ alcohol | |
| ☐ other: explain below: _____ | | | |
- _____

HOLD HARMLESS AGREEMENT

The **contractor/individual/group** agrees to protect, defend, indemnify, and **hold the City of Raeford and its officers, employees, and agents free and harmless** from and against any and all losses, penalties, settlement, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceeding, or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. The **contractor/individual/group** further agrees to investigate, handle, respond to, provide defense for,

and respond to, provide defenses for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

I have read and understand the foregoing instrument:

Signature of Petitioner/Representative Requesting Permit _____

Printed Names: _____ Daytime Phone # _____

Address: _____

Email: _____

NOTARY
North Carolina

_____ County

I, _____, a Notary Public for said County and State, do hereby certify that
_____ personally appeared before me this day and acknowledged the due
execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____, 20 _____. (Official Seal)

**PROVISION FOR SPONSORS OF SPECIAL EVENTS
HELD ON MUNICIPAL PREMISES**

Insurance Provisions:(This section will be completed once the event is reviewed by the City)

(a) Comprehensive General Liability: Coverage shall have a minimum limit of \$1,000,000 per occurrence, combined single limit for bodily liability and property liability. This shall include premises and operations, independent contractors, products and completed operations, and contractual liability.

Required: () yes () no () n/a

(b) Business Auto Liability: Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limits for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

Required: () yes () no () n/a

SPECIAL REQUIREMENTS

(a) The City of Raeford is to be included as an additional insured on both the comprehensive general liability and auto liability policies.

Required: (x) yes () no

(b) Current, valid insurance policies meeting the requirements herein identified shall be maintained during the duration of the **named** event. Renewal certificates shall be sent to the City of Raeford thirty (30) days prior to an expiration date. There shall also be a thirty (30) day notification to the City in the event of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the City of Raeford, statements on the certificate which state that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. It shall be the responsibility of the contractor to insure that all subcontracts comply with the **same** insurance requirements that he/she is required to meet.

Required: (☒) yes (☐) no

Reviewed, dated and initialed by the following Dept. for compliance with City regulations & ordinances:

to call for assistance

Police Department _____

Date _____

911

Public Works Department _____

Date _____

910-303-4996
910-303-2750

Fire Marshal _____

Date _____

911

- ☐ Meet with Public Works Director and secure an application for Special Event Permit
- ☐ Provide map of event to include tents, vendors, stage, etc. as appropriate
- ☐ Contact the Police Chief to determine security needs for event (fees may apply)
- ☐ If applicable, contact the Fire Marshal to determine fire safety provisions (permit may be required)
- ☐ If street closure is required submit a request to the City Clerk. Include map and description
- ☐ If street closures are required submit NCDOT's Special Event Request, sample and instructions are included in packet. City approval will need to be obtained first
- ☐ Secure Certificate of Insurance for event
- ☐ Pay required fees

It is highly recommended that a meeting be requested with City officials to discuss the event in advance. The Public Works Director can assist with coordinating the time, date and location of the meeting.

PW Director- Travis Sutherland, 910-875-5031
Fire Marshal- Terry Tapp, 910-875-5150
Police Chief - Marc Godwin 910-875-4251
City Hall. 910-875-8161

North Carolina Department of Transportation
Special Event Request Form
Effective 7/31/15, Revised 5/16/23

This request form is required for non-governmental entities for all special events requiring a road, lane, and/or shoulder closure, or repurposing a State Highway System facility for something other than its intended use, except where a county or municipality is regulating the use of the highways in accordance with [General Statute §20-169](#). This form must be submitted with a formal request to the appropriate Division Engineer(s) at least sixty (60) days prior to the scheduled beginning of the event. See a listing of the Highway Divisions and their contact information at the following URL:

<https://www.ncdot.gov/divisions/highways/Pages/contact.aspx>

Section A: Event Information

Name of Event: _____

Type of Event: _____

County/Countries: _____

City/Cities: _____

Event Date(s): _____

Event Time(s): _____

Primary Sponsoring Organization: _____

Anticipated number of participants (estimate): _____

Anticipated number of spectators (estimate): _____

Approximate distance in miles: _____

Requested Action(s): ☐ Road Closure* ☐ Lane Closure* ☐ Shoulder Closure*
(Check all that apply) ☐ Repurposing a State Highway System facility for something other than its intended use

*For closures, anticipated time road/lane/shoulder will actually close: _____ and re-open: _____

Section B: Contact Information

Director/Organizer Name: _____ Email: _____

Mailing Address: _____

Telephone 1: _____ Telephone 2: _____ Fax: _____

Responsible Local Government: _____

Local Government Contact: _____ Email: _____

Telephone 1: _____ Telephone 2: _____ Fax: _____

Responsible Law Enforcement Agency: _____

Law Enforcement Contact: _____ Email: _____

Telephone 1: _____ Telephone 2: _____ Fax: _____

Section C: Support Material (check list)

The following support documentation must be attached to this request before it will be considered (as applicable following discussions with the local Highway Division(s))...

- ☐ 1. Detailed location(s) of event including maps indicating proposed route(s) used by the event. Any changes to the proposed routes shall be submitted as soon as the change is made.
- ☐ 2. Detailed description of the event and how it will affect the route(s) used by the event.
- ☐ 3. Written acknowledgement and approval by all local governments whose jurisdiction the event is being held in.
- ☐ 4. Written acknowledgement and approval by local law enforcement and/or the State Highway Patrol.
- ☐ 5. Type, description, and location of any proposed temporary lane closures/interference, road closures/interference, traffic control and signing with appropriate maps, sketches, detour routes, and written acknowledgement from the agency providing the temporary closures/interference, traffic control, and/or signing accepting responsibility for such.
- ☐ 6. Description of notification to residents along the route as a safety and informational service.
- 7. Waiver modification or insurance (select one)
 - ☐ a. Addition of the State of North Carolina and the North Carolina Department of Transportation into participant release waivers (see Appendix A for example). A copy of a blank waiver shall be provided.
 - OR –
 - ☐ b. Certificate of liability insurance as follows:
 - General Liability, Each Occurrence: minimum amount of \$1,000,000
 - Description field: name and type of the event (as indicated in Section A, above)
 - Description field: the State of North Carolina and the North Carolina Department of Transportation named as additional insured parties (this is at the discretion of the individual insurance company)
 - Note – Additional liability insurance may be requested at the discretion of the Department

Section D: Terms and Conditions

The following applies to all approved events...

- 1. Requestor shall be responsible for proper closure of the lanes/roads according to the [Manual on Uniform Traffic Control Devices \(MUTCD\)](#).
- 2. Requestor shall be responsible for providing all necessary traffic control using the appropriate law enforcement agency/agencies or individuals trained in traffic control as set forth in [General Statute §20-114.1](#).
- 3. Requestor shall be responsible for notification of all emergency services and other responders of any impending closures and/or interference.
- 4. Event shall be supported by, or endorsed by, the local governing body/bodies.
- 5. If the event is a bicycle race, requestor shall be responsible for following rules and statutes specific to bicycle racing as provided for in [General Statute §20-171.2](#).
- 6. Requestor shall ensure that all debris, litter, decorations, and other items associated with the event are removed following the event.

Section E: Signatures

Requestor Signature: _____

Date: _____

Appendix AExample of Including the State of North Carolina and the North Carolina Department of Transportation in Release Waivers

*** Only required if not submitting a certificate of liability insurance ***

[EVENT NAME]

AGREEMENT TO PARTICIPATE RELEASE WAIVER

In consideration of being allowed to participate in any way in [Organization Name] related events and activities; the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from the activities involved in [Event Name] is significant, including the potential for permanent paralysis and death; and,
2. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my participation, I will remove myself from participation and bring such to the attention of the nearest [Organization Name] representative; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless [Organization Name], their officers, officials, agents and/or employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the State of North Carolina, the North Carolina Department of Transportation, [County Name] County, [Municipality Name, if applicable], their officers, officials, agents and/or employees, volunteers.
6. I grant to [Organization Name] my permission to use without charge any and all photographs, video reproductions or other like kinds of image productions taken during the event.
7. I understand that [Event Name] and its staff are not responsible for the loss, theft, or any damages to personal property which includes, but is not limited to bicycles, vehicles, tents, trailers, luggage, etc.
8. I understand that I can be removed from the ride at any time for any reason with no refund.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Name

Signature

Date

EXAMPLE ONLY

EXAMPLE ONLY

EXAMPLE ONLY