

Street or Alley Closure Permit for Events

City Clerk's Office
520 3rd Street, Suite 230
Brookings, SD 57006
(605) 692-6281 phone
bfoster@cityofbrookings.org



Applicant Information

To the City of Brookings, South Dakota, the undersigned hereby makes application to close the following street(s) alley(s) and/or parking space(s):

For the period of _____ to _____ on _____, 20____ and states:
hour hour day or days

- Name of Event: _____
Group or Organization: _____
Name of Applicant: _____
Address: _____ Phone: _____

Applicant and/or Group or Organization EMERGENCY Contact Numbers Contact Numbers During Event – minimum of two (2) required		
Name	Telephone	Cell Phone
1.		
2.		
3.		

- Description of activity to be carried on under this permit:

- Approximate number to participate in activity: _____
- Age of any minors who may participate and the name of the person responsible for them:

- Applicant has notified adjacent property owners (i.e. businesses, neighbors)? ____Yes ____No
(Completion of the notification form is required prior to City approval)
- Are barricades needed? _____Yes ** _____ No
**** If yes, please contact Brookings Street Department @ 692-2016 to make arrangements. Equipment provided only for public events, not private events.**

7. Applicant is required to sign a "Release, Hold Harmless and Indemnification Agreement." An insurance certificate showing evidence of liability coverage may be required if minors will be attending, if a main city thoroughfare will be closed (such as 6th St., Main Ave., Medary Ave., etc.), or as determined by City Risk Management.
8. Submit drawings illustrating the event area to include the following amenities:
 - Portable restroom facilities (If portable restrooms are provided, applicants must comply with Americans with Disabilities Act and provide a minimum of one accessible portable restroom facility.)
 - Stage/platforms
 - Alcohol serving area – This must include appropriate barriers to identify the boundaries of the licensed premises and to separate those who are old enough to purchase and consume alcoholic beverages from those who are not. (No glass containers allowed)
 - Food serving facilities (No glass containers allowed)
 - Garbage collection receptacles
 - List other amenities: _____

I have read and fully understand the attached rules and regulations applying to the approval of this permit.

Dated: _____ **By:** _____

INTERNAL USE ONLY

Reviewed & Approved By: _____ (all signatures required)

Risk Management:	_____	Date: _____
	<i>Insurance Certificate Required?</i>	___ Yes ___ No
Fire Dept:	_____	Date: _____
Police Dept:	_____	Date: _____
Street Dept:	_____	Date: _____
Solid Waste Dept: **	_____	Date: _____
**for alley closings only		
City Clerk:	_____	Date: _____
City Manager:	_____	Date: _____

Other Restrictions imposed by City: _____

- Send Original to Applicant
- Filed with City Clerk
- Email Signed copies to: Fire Police Street Human Resources

BY APPROVAL OF THIS PERMIT, THE CITY OF BROOKINGS ASSUMES NO LIABILITY FOR ANY DAMAGES OR INJURIES SUFFERED BY PARTICIPANTS IN THE STATED EVENT DESCRIBED ABOVE.

Return completed application to:
 Brookings City Clerk – 520 3rd Street, Suite 230, Brookings, SD 57006
 605-692-6281 -- bfoster@cityofbrookings.org

Release, Hold Harmless and Indemnification Agreement

City of Brookings, South Dakota

I, _____ agree to release, hold harmless and indemnify
(User of City building or facilities (the "Premises"))

the City of Brookings and its officers, officials, employees, agents and volunteers, from and against all claims, damages, losses and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the (i) the conduct or use of the Premises by the undersigned or the undersigned's organization or group, (ii) any act, omission, or negligence of the undersigned or the undersigned's organization or group, or the partners, directors, officers, agents, employees and other users and invitees of the undersigned or the undersigned's organization or group, and (iii) any accident, injury or damage whatsoever occurring in or at the Premises while the undersigned or the undersigned's organization or group is using the facilities.

In addition, _____ agrees to hold the City of Brookings
(User of City building or facilities (the "Premises"))

and its officers, officials, employees, agents and volunteers harmless from any and all claims arising out of or resulting from the furnishing of alcohol within the premises. The undersigned acknowledges that the undersigned's organization is the "host" of the event located upon the premises; in complete control of the details of the event, and agrees to follow all laws with respect to service of alcohol at said event and that in no event shall the City of Brookings and its officers, officials, employees, agents and volunteers be liable to any of the undersigned's guests, or to third-parties not attending the event arising out of the service of alcohol by the undersigned's organization upon the premises. Such waiver shall apply, without limitation, to any and all claims for common law negligence as well as any and all claims brought under any other law or theory of recovery. Accordingly, the undersigned and the undersigned's organization releases and agrees to indemnify the city and its officers, officials, employees, agents, and volunteers from any and all claims and liability.

The undersigned shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be

no less than two times the occurrence limit. Such insurance shall add the City of Brookings and its officers, officials, employees, agents and volunteers as additional insureds.

The undersigned shall also maintain business automobile liability insurance with a limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

If alcoholic beverages are consumed or sold, the undersigned's organization shall procure and maintain for the duration of the agreement Liquor Liability Insurance in the amount of \$1,000,000.00 each occurrence. The City shall be named as an additional insured on the Liquor Liability Insurance policy. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on the Premises, with the prior written approval of the City.

Dated this ____ day of _____, 20____.

Applicant

Witness

Role within Group/Organization:

STREET DEPARTMENT EQUIPMENT CHECKOUT FORM

Name of Organization: _____

Person Requesting: _____

Address: _____

Email Address: _____

Home Phone: _____ Cell Phone: _____








Date Needed: _____ Expected Return Date: _____

Date Picked Up: _____ Date Returned: _____

I have received the following equipment from the City of Brookings Street Department. I understand that I am responsible for any loss, theft, or damage occurring while I am in possession of this equipment. I understand I will be responsible for the cost of replacement (purchase cost listed below) and/or cost of repairs if needed. **Failure to return equipment or reimburse the City of Brookings Street Department for any needed repairs or replacement may result in loss of future equipment checkout privilege.**

I have read and agree with the above statement.

Signature: _____ Date: _____

Equipment <i>Equipment provided only for public events (not for private events)</i>	Estimated Value	Quantity Requested	Quantity Returned
28" Cone-Reflective 	\$23.99		
18" Cone-Reflective 	\$16.99		
28" Cone-Non Reflective 	\$16.99		
18" Cone-Non Reflective 	\$10.99		
Type 1 Barricade 	\$160.00		
Type 2 Barricade 	\$60.00		
Type 3 Barricade 	\$300.00		
Type of Sign:			
Type of Sign:			
Other:			

Rules & Regulations for Street & Alley Closures

Brookings, SD

The following rules and regulations for the safety of everyone must be strictly adhered to:

Fire and Police Department Rules

1. Barricades must be easily removable.
2. An unobstructed ten-foot (10') lane running in a straight line must remain available at all times.
3. There must be an unobstructed access to buildings within the closure area.
4. All fire hydrants are to be kept free from any obstruction.
5. No platforms, bandstands, booths, etc. are allowed that cannot be dismantled or moved instantly.
6. No interference or hazing will be tolerated by anyone in the area to any Fire and Police Department personnel in performance of their duties.
7. There must be no interference with the free flow of Fire and Police Department vehicles.

Street Department Rules

1. There shall not be allowed any activity that will cause damage to the street surface, curbs and gutter, sidewalks, or other public and private property within the rights-of-way.
2. There shall not be deposited any material on the streets which will cause damage to the street surface, curbs and gutters, sidewalks, or any other public and private property within the rights-of-way.
3. The applicant shall be responsible for the removal of any and all debris left within the rights-of-way.
4. When a road section is closed to traffic, barricades must be erected at the points of closure. They may extend completely across a roadway and its shoulders or from curb to curb. Since provision must be made to access of equipment and authorized vehicles, the barricades should be movable but discourage public entry. Where access is provided through the barricades, responsibility should be assigned to a person to assure proper closure.
5. All signs or barricades intended to be used during hours of darkness shall be reflective or illuminated.

Noise Ordinance

Sec. 58-165. Loud and raucous noise.

- (a) *Prohibited generally.* It shall be unlawful for any person to willfully make or cause or allow to be made or allow to be continued any loud and raucous noise. For purposes of this subsection (a), the term "loud and raucous noise" shall mean any sound that, because of its volume level, duration and character, annoys, disturbs, injures or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities within the limits of the city. Quieter standards are expected during nighttime hours. The term includes the kinds of noise generated by the activities enumerated in subsection (c) of this section, except as provided in subsection (d) of this section. The term shall be limited to loud and raucous noise heard in any occupied residential unit which is not the source of the noise or upon the yard or driveway of such occupied residential unit, upon the public sidewalks and streets, school or public building or upon the grounds thereof while in use, upon any parking lot open to members of the public as invitees or licensees, and in any event from a location not less than 50 feet from the source of the noise, measured in a straight line from the radio, loudspeaker, voice or other noise source.
- (b) *Prohibited noise resulting from a gathering of people.* No person in possession and present in any premises shall make or cause or allow to be made or allow to be continued any loud and raucous noise resulting from a gathering of people. For purposes of this subsection (b), the term "loud and raucous noise" resulting from a gathering of people shall mean any sound that, because of its volume level, duration and character, annoys, disturbs, injures or endangers the comfort, health, peace or safety of reasonable persons of ordinary sensibilities within the limits of the city. Quieter standards are expected during nighttime hours. The term includes the kinds of noise generated by the activities enumerated in subsection (c) of this section, except as provided in subsection (d) of this section. The term shall be limited to loud and raucous noise heard in any occupied residential unit which is not the source of the noise or upon the yard or driveway of such occupied residential unit, upon the public sidewalks and streets, in any

public park, in any school or public building or upon the grounds thereof while in use, upon any parking lot open to members of the public as invitees or licensees, and in any event from a location not less than 50 feet from the source of the noise, measured in a straight line from the radio, loudspeaker, voice or other noise source.

(c) *Enumeration.* The following acts, subject to the exceptions provided in subsection (d) of this section, are declared to be public nuisances in violation of subsections (a) and (b) of this section, namely:

(1) *Radios, amplifiers, phonographs, and other devices for producing or reproducing sound.* The using, operating or permitting to be played, used or operated any radio, amplifier, musical instrument, tape player, compact disc, compact tape or phonograph or other device for the producing or reproducing of sound in such manner as to cause loud and raucous noise.

(2) *Yelling, shouting, and prolonged sounds by people.* Yelling, shouting, whistling or singing, or any prolonged sounds made by people at any time or place so as to create a loud and raucous **noise between the hours of 9:00 p.m. and 7:00 a.m. on any day of the week.**

(d) *Exceptions.* The term "loud and raucous noise" does not include noise or sound generated by the following:

(1) Cries for emergency assistance and warning calls.

(2) Radios, sirens, horns and bells on police, fire and other emergency response vehicles.

(3) Activities on or in municipal and school athletic facilities and on or in publicly owned property and facilities, provided that such activities have been authorized by the owner of such property or facilities or its agent.

(4) Fire alarms and security alarms, prior to the giving of notice and a reasonable opportunity for the owner or tenant in possession of the premises served by any such alarm to turn off the alarm.

(e) *Construction; severability.* It is the intent of the city council that this section be construed to secure for the people freedom from unwanted loud and raucous noise as described in this section without violating any of the rights secured by the Constitution to the people. If any provision of this section should ever be determined invalid for any reason, it is the intent of the city council that the remaining provisions continue in effect to the extent that they can be enforced notwithstanding such determination, and, therefore, this section is declared severable.

(Code 1996, § 25-29)

State law references: Unreasonable noise, SDCL 22-13-1.