

ORDINANCE NO. 2018-792

AN ORDINANCE REPEALING ARTICLE XI “PARADES, PROCESSIONS, AND SIMILAR PROCEDURES” IN CHAPTER 25 “TRAFFIC AND VEHICLES” OF THE CODE OF ORDINANCES OF THE CITY OF WACO, TEXAS; ADDING ARTICLE XIV “OUTDOOR EVENTS AND PARADES” TO CHAPTER 13 “LICENSES, PERMITS AND BUSINESS REGULATIONS”; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR A PENALTY; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WACO, TEXAS:

Section 1. That Article XI “Parades, Processions, and Similar Procedures” in Chapter 25 “Traffic and Vehicles” is repealed.

Section 2. That Chapter 13 “Licenses, Permits and Business Regulations” is amended to add Article XIV “Outdoor Events and Parades” and to read as follows:

Article XIV. Outdoor Events and Parades

Sec. 13-480. Purpose.

- (a) There are an increased number of demands upon City resources and infrastructure from applications to hold outdoor events in the City streets, sidewalks and parks and for large outdoor events on private property. In order to conserve and allocate City resources and to adequately protect the public safety of the event participants, neighboring property owners, residents and businesses, it is necessary to regulate the use of the City’s parks, streets and public areas by those desiring to hold outdoor events on public property and to regulate large outdoor events on private property that affect public property.
- (b) The intent of this article is to ensure that the City will have adequate advance notice of outdoor events and the ability to plan and allocate the City services that will be needed while recouping the City’s costs associated with outdoor events, such as personnel, equipment, utilities, maintenance and administrative costs.

Sec. 13-481. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant shall mean the person who has filed a written application for a special event or parade that is responsible for conducting the event and the responsible organization, corporation or other group on whose behalf the individual is requesting the permit.

Attendee or *attendance* shall mean participants, spectators, speakers, performers, entertainers, exhibitors, or other persons at the event.

City shall mean the City of Waco, Texas.

Days shall mean calendar days. In computing any period of time prescribed or allowed by this article, the day of the act, event, or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

Emergency Services and Fire Safety Plan shall mean a plan submitted by the applicant setting forth its plans for providing emergency services and evacuation, including fire prevention and fire suppression on public and private property used for the event, and emergency medical services to attendees.

Event shall mean a special event or parade.

First Amendment activity shall mean all expressive and associative activity that is protected by the United States and Texas Constitutions, including speech, press, assembly, and the right to petition, but not including commercial advertising.

First Amendment Parade shall mean a parade, the sole or principal object of which is First Amendment activity.

First Amendment Special Event shall mean a special event in which the sole or principal object is First Amendment activity.

Hearing Examiner shall mean an attorney, not an employee of the City, who is licensed to practice law in Texas, has experience in Texas municipal law, and is retained to serve as an independent tribunal to conduct hearings under this article.

National Night Out shall mean the annual nationwide community-police awareness event to promote neighborhood spirit and police-community partnerships to generate support for, and participation in, local anticrime programs.

Neighborhood Association shall mean a group of residents of a defined neighborhood that is organized for the purpose of improving the quality of life for residents of the neighborhood. The Neighborhood Association, for the purposes of this article, must: 1) be open for membership to all adult residents of the neighborhood; 2) meet at least twice per year and keep minutes of the meetings; and 3) be registered with the City as a neighborhood association.

Neighborhood Event shall mean an event with less than five hundred (500) attendees at any one time that is sponsored by a neighborhood association and held in the neighborhood of the neighborhood association or a City park adjacent to the neighborhood.

Outdoor Events Manager shall mean the person designated by the city manager to perform the functions under this article.

Parking Plan shall mean a written proposal for the operation and regulation of parking on private and public property.

Parade shall mean an organized procession of people, traveling by whatever means, from one location to any other location on a street or other public right-of-way or anywhere else in the City in such a way as to impede the normal flow or regulation of pedestrian or vehicular traffic.

Person shall mean an individual, firm, partnership, corporation, limited liability company, joint venture, organization, contractor, subcontractor, affiliate, agent, representative, association

or other legal entity of any kind, any lawful trustee, successor, assignee, transferee, heir or personal representative, but shall not mean the City.

Police Services Plan shall mean a plan to provide traffic, crowd and parking control, public security and service calls, including not only the street or streets to be closed but any other streets or public areas in the close proximity that may be utilized for alternative routes or for parking of vehicles of persons attending the event.

Private Property shall mean all property that is located within the boundaries of the City, except for property that is owned by the City, public property, as defined herein, or by another governmental entity.

Public Property shall mean any dedicated or undedicated public land, outdoor park and outdoor recreational facilities, streets, highways, municipal parking lots, parkways or alleys, public spaces and rights-of-way within the City.

Residential Street or block shall mean a street in a single-family residence district, two-family and attached single-family residence district, multiple-family district, or multiple-family residence district.

Special Event shall mean a single, temporary, daily, organized, outdoor gathering or a temporary celebration or series of related consecutive outdoor daily gatherings or celebrations, sponsored by a person, that:

- (a) Is expected to draw one-hundred fifty (150) or more attendees at any one time held on public property;
- (b) Is expected to draw fifty (50) or more attendees and involves any of the following on public property:
 - (1) The sale or distribution of merchandise, food or beverages;
 - (2) Installation of a stage, band shell, truck, trailer, van, portable building, booth, grandstand or bleachers to support the event;
 - (3) Placement of portable restrooms to support the event; or
- (c) Is on public or private property that includes one or more of the following:
 - (1) Partial or full closure of a street;
 - (2) Obstruction of the flow of traffic upon a street, sidewalk, or other public right-of-way;
 - (3) Blocking or restricting access to public property; or
 - (4) Placement of temporary no-parking, directional, oversize or identification signs or banners in or over a public right-of-way, or on private property where otherwise prohibited by ordinance.

Sidewalk shall mean the portion of a street between the curblines, or lateral lines of the roadway, and the adjacent property lines intended for the use of pedestrians, which area may or may not be improved by use of concrete, cement, asphalt or other material.

Street shall mean the entire width between the boundary lines of every way publicly maintained, when any part thereof is open to the use of the public for purposes of vehicular traffic.

Traffic Control Plan shall mean a written proposal for the operation and regulation of traffic-control devices used to facilitate vehicular and pedestrian traffic safely and efficiently through a temporary traffic control zone, that is stamped and approved by a licensed, professional engineer, and approved by the City.

Sec. 13-482. Exceptions.

The provisions of this article do not apply to:

- (a) Property owned or controlled by the City subject to a use agreement, contract, lease, or management or operation agreement with a private party in which the agreement addresses outdoor events;
- (b) Processions of vehicles operated in compliance with ordinary traffic laws;
- (c) Processions of vehicles for a funeral operated in compliance with the Texas Transportation Code and Chapter 25;
- (d) Processions of pedestrians in public parks, along or upon sidewalks, or on private property as long as the normal flow of traffic upon a street, sidewalk, or other public right-of-way is not impeded or obstructed;
- (e) First Amendment activity conducted entirely on sidewalks, on the non-paved portion of public right-of-way, in public parks, or on private property as long as the normal flow of traffic upon a street, sidewalk, or other public right-of-way is not impeded or obstructed and as long as other persons are not prevented from using the public park;
- (f) Events held for National Night Out provided that the event does not involve:
 - (1) The closure of non-residential streets; or
 - (2) The use, occupation, or full or partial closure of more than two (2) City blocks.
- (g) Events conducted under the supervision of or with the permission of a governmental entity on property owned, leased or operated by a governmental entity other than the City, if the event does not require the closing or rerouting of a street, the entity employs certified peace officers to provide security for the event, and the entity adopts and provides to the City, a written plan addressing emergency services, crowd, traffic, and parking control.

Sec. 13-483. Permit Required.

- (a) A person commits an offense if he engages in, participates in, aids, or commences a parade or special event without making written application for and receiving a permit from the City.
- (b) This section shall apply to all aspects of permitting events in the City.
 - (1) No permit shall be denied nor shall the applicant be given less favorable treatment as to time, manner or place based upon race, color, religion, national origin, gender, or any other protected class as interpreted by the United States Supreme Court, or political affiliation of the applicant and/or the participants of the event.
 - (2) No permit shall be denied nor shall the applicant be given less favorable treatment as to time, manner or place based upon the message of the event, nor based on the identity or associational relationships of the applicant and/or participants.
 - (3) No permit shall be denied nor shall the applicant be given less favorable treatment as to time, manner or place based upon any assumption 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, provided that reasonable accommodation as to time, manner and place may be required in order for the City to provide the resources necessary for police, fire and emergency services protection.

Sec. 13-484. Permit Application.

- (a) An application for a parade or special events permit must be made to the outdoor events manager on the form prescribed by that official. The application must include:
 - (1) The name, address, and daytime telephone number, fax number, and cellular number, if applicable, of the applicant;
 - (2) If the event is proposed to be conducted for, on behalf of, or by an organization, the names, addresses and telephone numbers of the headquarters of the organization and of the authorized and responsible heads of such organization;
 - (3) The name, address, and telephone number of the person who will be the parade or special event chairman and who will be responsible for its conduct and will be at the site during the entirety of the parade or special event;

- (4) The date(s) and times of the event, including set up or assembly and removal;
- (5) Projected Attendance Estimate;
- (6) For a parade,
 - a. The route to be traveled, including the exact street address of the starting point and the termination point of the proposed parade, or the street to be used for the activity;
 - b. The location by streets of any assembly areas;
 - c. The interval of space to be maintained between units of such parade or special event;
 - d. A map reflecting the route;
- (7) For a special event,
 - a. A description of the special event, including any historical or promotional information;
 - b. The location;
 - c. A noise mitigation plan that addresses noise impacts on surrounding businesses and residences if amplified sound is to be utilized;
 - d. Details of how applicant will clean up the area after the special event;
 - e. A statement as to whether pyrotechnics will be used;
 - f. A statement as to whether alcohol is going to be sold or distributed, the vendors, and any applicable license by Texas Alcoholic Beverage Commission;
- (8) A site plan that details the electrical, street barricade, and traffic needs and the location of tents, generators, stages, booths, utility poles, stands, disbanding areas, signs, banners, vendors, portable restrooms, orientation of amplifiers and loudspeakers, lighting, disability access, and viewing stands, if any;
- (9) The number and type of any animals which will participate, and the number and description of any vehicles which will be used, and the basis on which this estimate is made;

- (10) A statement as to whether the event will occupy all or only a portion of the width of the streets, sidewalks or other public rights-of-way proposed to be traversed;
 - (11) A public safety plan as detailed in Section 13-486;
 - (12) Proof that the applicant possesses or is able to obtain all licenses and permits required by the City or state law;
 - (13) If the event is free admission, charges admission, the actual price of admission if admission is charged, and whether the event is a public or private event; and
 - (14) Any additional information related to health and safety that the City finds reasonably necessary to make a determination as to whether a permit should be issued.
- (b) No application for an event permit may be made earlier than three hundred sixty five (365) days prior to the parade or special event.
- (c) An application must be filed no later than forty-five (45) days before the event, except:
- (1) If the expected attendance is in excess of five thousand (5,000) people, the application must be filed no later than one hundred eighty (180) days before the event;
 - (2) If the expected attendance is between five hundred and one (501) and four thousand, nine hundred, ninety-nine (4,999) people, the application must be filed no later than sixty (60) days before the event; or
 - (3) For a First Amendment Parade or First Amendment Special Event which must be filed no later than five (5) days before the event or parade.

Sec. 13-485. – Projected Attendance Estimate.

For purposes of this article, attendance estimates by the applicant shall be accompanied by an affidavit stating the basis of the estimate. Each estimate shall be based upon all the relevant factors known at the time, including, without limitation, past attendance at similar functions having the same and similar performers, both in the City and comparable communities, the price of admission, if applicable, and the extent of advertising and promotion planned. The City may accept the applicant's affidavit if it appears to be based on realistic and appropriate information. If the City rejects the attendance estimates, the City shall substitute a reasonably determined estimate for the applicant and the applicant shall be responsible for all attendant costs and requirements associated with the revised estimate. If, for unforeseen reasons, an estimate did not in fact reflect the actual and necessary resources for the event, the City may seek cost recovery from the applicant as determined by the City.

Sec. 13-486. – Public Safety Plan.

(a) The applicant for an event is required to submit a public safety plan with the application. The public safety plan shall contain the following:

- (1) Emergency services and fire safety plan;
- (2) Parking plan;
- (3) Police services plan;
- (4) Traffic control plan; and
- (5) Plan for water safety if boating and/or swimming is part of the event.

(b) The applicant is required to provide and pay for emergency medical services, in accordance with subsection (d) and the following schedule:

		MINIMUM NUMBER OF EMERGENCY MEDICAL PERSONNEL/VEHICLES REQUIRED (based on number of participants and spectators at the special event)					
Type of Emergency Medical Personnel or Vehicle Required	1 - 500 attendees	501- 2,500 attendees	2,501- 5,000 attendees	5,001- 10,000 attendees	10,001 - 25,000 attendees	25,001 - 50,000 attendees	Over 50,000 attendees
Medic/EMT	0	1	2	4	8	8	10
EMS Supervisors	0	0	0	1	1	1	1
Emergency Medical Vehicles	0	0	0	1	1	2	2

(c) The applicant is required to provide and pay for law enforcement services for security, crowd control, and traffic, in accordance with subsection (d) and the following schedule:

Number of attendees	Minimum Number of Law Enforcement Officers Required
0 to 250	0
251 to 1,500	2

1,501 to 3,000	4
3,001 to 5,000	6
over 5,000	6 plus 1 law enforcement officer for every 1,000 participants and spectators over 5,000 at the special event

- (d) The outdoor events manager, upon recommendation of the chief of the fire department, may require a number of emergency medical personnel and emergency medical vehicles, or upon recommendation of the chief of the police department, may require a number of law enforcement officers, in addition to those required in Subsections (b) and (c), if:
- (1) Any alcoholic beverage is sold, served, or otherwise made available at the event;
 - (2) Special needs for increased security, crowd control, or traffic control are created by:
 - a. The topography or size of the event location;
 - b. Weather conditions at the event; or
 - c. The time of day during which the event is conducted;
 - (3) The event requires street closures or rerouting of vehicular or pedestrian traffic; or
 - (4) The history of the particular event indicates that a greater number of law enforcement officers are required to protect the public health, safety, and welfare.
- (e) The applicant is required to provide and pay for any law enforcement officer, firefighter, lifeguard, or other personnel needed for the event. Such payment shall be made directly to the personnel that are not on-duty for the City of Waco on or before the day of the special event or parade.
- (f) The outdoor events manager, in consultation with the City's Police, Fire and Public Works departments, shall be responsible for determining whether to approve, modify or deny the respective plan. In evaluating the plans, the outdoor events manager shall not take into account any of the factors set forth in Section 13-483 (b).
- (g) Compliance with the public safety plan.
- (1) If the outdoor events manager, the chief of police or the fire chief, or their designees determine that the services being provided at the event do not comply with the approved plans and should this determination be the event's first violation of its approved plans, the outdoor events manager shall contact

the applicant or his or her designee and shall provide him or her with one (1) hour in which to bring the services into full compliance with the approved plans. The outdoor events manager, if approved by the chief of police or the fire chief, or their designees, may allow additional time for compliance provided health and safety is not compromised. As soon as possible after this contact, the outdoor events manager shall prepare written detailed documentation of the name of the event contact, the time of the conversation, and the corrective action required of the applicant.

- (2) If the applicant does not comply in a timely manner, the City may either cancel the event or provide the necessary services and will include the full cost of providing these services in a supplemental services fee.
- (3) If the violation is the event's second or greater violation of its approved plans, the City may either cancel the event or provide the necessary services without giving the applicant an opportunity to take corrective action, and the City will include the full cost of providing these services in a supplemental services fee. As soon as possible after finding the violation, the outdoor events manager shall prepare written detailed documentation of the nature of the violation and the corrective action taken by the City.
- (4) If the chief of police or the fire chief, or their designees, determine that the services being provided at the event are not sufficient, given the actual circumstances of the event, the applicant or his or her designee shall be notified of such determination. The chief of police, or the fire chief, or their designees, using their sole judgment regarding the immediacy of the need to have additional emergency services, shall determine whether to allow the applicant to provide additional emergency services or whether to have the City provide additional emergency services. As soon as possible after the contact with the applicant or his or her designee, the chief of police or the fire chief, or their designees, shall prepare written detailed documentation of the name of the event contact, the time of the conversation, the findings of the chief of police or the fire chief, or their designees regarding the need for additional emergency services, the corrective action required, and who will provide the corrective action. This written documentation shall be provided to the outdoor events manager within five (5) business days after the conclusion of the event. Where the City provides the additional emergency services, the City will include the full cost of providing these services in a supplemental services fee.

Sec. 13-487. – Notification Requirements.

- (a) No later than fifteen (15) days before the special event or parade, the applicant shall provide written notice, at applicant's expense, to all owners of property, as shown by the current tax roll, along all the block faces of the special event or parade. Notice shall also be sent to the outdoor events manager. Notice shall include the special

event or parade hours, location or route, date, and street closures. Notice may be provided by U.S. mail, electronic mail, or door hangers.

- (b) The applicant shall file an affidavit with the outdoor events manager within ten (10) days of the event showing that notice has been provided as required above. Submittal of the affidavit to the outdoor events manager shall be proof of notification required in this article, and the outdoor events manager shall not be responsible for verifying the information submitted by the applicant.
- (c) At the request of the outdoor events manager, any questions or concerns from residents, business or property owners shall be addressed by the applicant prior to issuance of a permit.

Sec. 13-488. – Fees and Costs.

- (a) An application for a parade or special event must be accompanied by an application fee to be set by Council in the annual fee schedule.
- (b) The applicant is required to provide and pay for the services required by Section 13-486.
- (c) The applicant is required to pay for City services for the event in excess of what the City would provide to the general public in the ordinary course of its daily operations. Such costs include costs of set up, clean up, placement of traffic barriers, but do not include on-duty police officers. The applicant is required to pay a rental fee for City equipment and property, including but not limited to barricades and street fixtures, used by the applicant for the event.
 - (1) A current list of charges and fees for City services must be maintained in the outdoor events manager's office and made available for public inspection during normal business hours.
 - (2) Not less than fifteen (15) days before the event, the outdoor events manager shall provide the applicant an estimate of all City costs.
 - (3) Not less than ten (10) days before the event, the applicant shall pay:
 - a. The full cost of real property rental, if any; and
 - b. A security deposit to the City that is equal to one-third of the remainder of the estimated City costs and fees in this subsection.
 - (4) The applicant shall pay any remaining fees owed the City for the event within sixty (60) days after the event ends. The applicant may, upon written request to the outdoor events manager, obtain a refund of any fee deposited with the

outdoor events manager for a service that the City did not provide for the special event.

- (d) First Amendment Parades and First Amendment Special Events are exempt from the payment of the fees for staff time required by this section, except that an applicant for a First Amendment Parade or First Amendment Special Event shall be required to pay all fees for street closures to conduct specific activities in conjunction with or as part of a First Amendment Parade and First Amendment Special Event. Fees for First Amendment Parades and First Amendment Special Events on public streets shall not be in excess of the City's cost to close the street(s) for traffic control. No security deposit is required for First Amendment Parades and First Amendment Special Events.
- (e) The City will absorb the first \$1,000.00 in City fees and City costs required by this section for one Neighborhood Event that is held each year. A Neighborhood Event will not be eligible to receive this waiver of City fees and costs in the following circumstances:
 - (1) The event involves the closure of non-residential City streets;
 - (2) The event involves the use, occupation, or full or partial closure of more than two (2) City blocks as part of the event;
 - (3) The event is to be held on a City Holiday;
 - (4) A fee is charged for attendance or admission to the event; or
 - (5) The event requires the use, occupation, or full or partial closure of a residential street, sidewalk or public right-of-way, and less than sixty percent (60%) of all owners of property, as shown by the current tax roll, along all the block faces of the closed, residential block fail to consent to the closure.

The neighborhood association shall comply with all other provisions of this article.

- (f) An applicant shall be required to pay all fees for permits and licenses required by other City ordinances to conduct specific activities in conjunction with or as part of an event.

Sec. 13-489. – User Agreement.

- (a) The applicant shall enter into a user agreement with the City prior to the event, in which the applicant agrees to bear all costs of clean up and restoration of the public property upon the conclusion of the event and to reimburse the City for costs related to any damage or use beyond normal wear and tear on the public property. The user agreement shall require the applicant to provide full reimbursement to the City within sixty (60) calendar days of the conclusion of the permitted event. The assessed reimbursement amount shall be subject to the procedures for appeal contained in this article.

(b) The user agreement shall include the following:

(1) *Indemnification.* Applicant shall assume full responsibility and liability for and indemnifies, defends and holds the City harmless against:

- a. All liability, claims for damages and suits for or by reason of any injury to any person, including death, and damage to any property for every cause in any way connected with the holding of the event, including the preparation, set-up, teardown and cleanup; and
- b. All expenses incurred by the City for public safety, sanitation and transportation personnel and resources required to preserve public order and protect public health, safety and welfare, together with any other expenses or costs that may be incurred by the City as a result of the event. The applicant shall indemnify the City against all charges, expenses and costs, including the City's legal department services incurred on account of or by reason of any such injuries, damages, liability, claims, suits or losses and all damages growing out of the same.

(2) *Insurance.*

- a. An applicant must provide to the outdoor events manager, a certificate of general liability insurance in the following amounts:

Type	Amount
Workers' Compensation (If the applicant has no employees, this requirement may be waived by the outdoor events manager upon receipt of an affidavit to that effect.)	Statutory
Employer's Liability	\$1,000,000.00
General Liability Including: <ul style="list-style-type: none"> • Contractual Liability • Injury Liability 	<u>Bodily Injury</u> \$250,000.00 per occurrence; \$500,000.00 aggregate <u>Property Damage</u> \$100,000.00 per occurrence; \$100,000.00 aggregate
Automobile Liability <ol style="list-style-type: none"> a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles 	<u>Bodily Injury</u> \$250,000.00 per occurrence; \$500,000.00 aggregate <u>Property Damage</u> \$100,000.00 per occurrence; \$100,000.00 aggregate

- b. An applicant for a permit to hold an event where alcohol is to be sold must provide to the outdoor events manager a certificate of insurance in the amount of \$1,000,000 as liquor liability insurance, in addition to the general liability insurance requirements.
 - c. An applicant for a permit to hold an event where any fireworks or other special effects are displayed at the event, then separate additional general liability insurance must be provided by the pyrotechnics company in an amount of not less than \$3,000,000 for each claim.
 - d. In addition to the insurance requirements of Subsection (a) of this section, the outdoor events manager may require additional insurance for a special event if such additional insurance is recommended by the City's risk manager as being necessary for the protection of the City or the public health, safety, and welfare.
 - e. At least ten (10) days before the event, the applicant must submit to the outdoor events manager certificates or copies of the insurance policy. All required insurance must:
 - 1. Be effective for the entirety of the event;
 - 2. Be issued by a company authorized to conduct business in the state of Texas;
 - 3. Name the City of Waco, its officers, officials, volunteers, and employees as additional named insureds (except for Workers' Compensation Coverage); and
 - 4. Shall not be subject to subrogation under any circumstances against the City of Waco, its officers, officials, volunteers, and employees.
 - f. Federal, state and local government agencies may submit a statement of self-insurance which shall be acceptable in place of insurance requirements of this section.
- (c) Execution of a user agreement shall be waived for First Amendment Special Events that do not involve:
- a. The use of motor vehicles;
 - b. Road closures;
 - c. Rental of real property of the City; or

- d. The use of City equipment.

Sec. 13-490. Permit application review and rules.

- (a) The outdoor events manager is responsible for the processing, issuance, and management of all permits. The outdoor events manager shall consult with individuals for the following departments or sections in considering the issuance of a permit under this article:
 - (1) Police;
 - (2) Fire, including Emergency Management;
 - (3) Public Works; and
 - (4) Parks and Recreation.

If the event involves food, the outdoor events manager shall consult with the Waco-McLennan County Public Health District. If the event involves street closures, the outdoor events manager shall consult with Waco Transit. The outdoor events manager may consult with other departments, including Legal, Risk Management, and Municipal Information, as is necessary.

- (b) With the approval of the city manager, the outdoor events manager may develop and adopt additional guidelines, policies, and procedures not in conflict with this article or federal law.
- (c) After consultation with the affected departments, the outdoor events manager shall approve the permit, deny the permit or approve the event application with restrictions or conditions as to time, manner and place, if the outdoor events manager deems such restrictions are necessary. These modifications shall be made when the outdoor events manager and the affected departments, based upon review of the application, find compelling reasons related only to public safety, health or the environment, or to scheduling conflicts with other permitted uses at the time or place requested.

Sec. 13-491. Permit Issuance.

- (a) After consideration of the application and other information as may be otherwise required, an event application will be approved and a permit issued if, upon review, the outdoor events manager finds that:
 - (1) The application contains all of the information required by Section 13-484;
 - (2) The application fee has been paid;
 - (3) The user agreement has been executed;

- (4) The applicant has complied with the requirements of this article;
 - (5) The event complies with the provisions of this article and all other laws;
 - (6) The event does not:
 - a. Conflict with an event for which a prior application for a permit for the same time and place has been received and the permit has been or will be granted and the applicant did not accept alternative dates, times and location offered by the outdoor events manager;
 - b. Conflict with previously planned programs conducted by the City at the same time and place as determined by the outdoor events manager;
 - c. Present an unreasonable danger to the health or safety of the applicant, participants, residents, or visitors to the City;
 - d. Interfere with proper fire and police protection or ambulance service to the area contiguous to the event and alternative means of service acceptable to the City is not available;
 - e. Place such a burden on the police, fire or emergency services that they would be unable to provide normal services to the remainder of the City; or
 - f. Substantially interrupt the safe and orderly movement of pedestrian and vehicular traffic near the event location or route;
 - (7) There will be adequate sanitation and other required health facilities made available in or adjacent to the event; and
 - (8) The event is not being conducted for an unlawful purpose.
- (b) For a First Amendment Parade or First Amendment Special Event that is filed within five (5) days of the event, the outdoor events manager shall act upon an application within three (3) days after the filing of the application. For all other events, the outdoor events manager must act upon the application for an event permit within ten (10) business days after the filing of the complete application.
 - (c) The applicant must have the permit, and all other required permits and approvals, if any, present at the event during the entire duration of the event, including but not limited to set-up, teardown and clean up. Failure to abide by this provision may result in the revocation of the event permit.

Sec. 13-492. Denial, modification, or revocation of the permit.

- (a) If the application for a permit is denied or modified, the denial shall state the reasons for the denial of the application. All notices required under this section shall be in writing and sent by certified mail, return receipt requested, through the United States Postal Service, or hand delivered.
- (b) The outdoor events manager may revoke an event permit if:
 - (1) The applicant violates the rules set forth in this article after the applicant has received the permit;
 - (2) The event poses an immediate threat to health or safety;
 - (3) The applicant has failed to obtain any other permit required by this article, state law or the City code; or
 - (4) When by reason of disaster, public calamity, riot or other emergency, it is determined that the safety of the public or property requires revocation.

Sec. 13-493. Appeal of a denial, modification, or revocation of the permit.

- (a) An applicant or permittee (respondent) may appeal a denial, modification, or revocation of a permit by submitting in writing no later than ten (10) days after the action being appealed. The notice of appeal must be in writing and state the grounds for the appeal and why the determination should be reversed or modified. The notice of appeal must be delivered to the office of the outdoor events manager. If no appeal is received by the outdoor events manager within ten (10) days of the decision, the decision shall be deemed final.
- (b) If the respondent makes a timely, written request for appeal, then the outdoor events manager shall, within ten (10) days after the submission of the request, send a notice to the respondent indicating the date, time, and place of the hearing. The hearing shall be conducted by the hearing examiner not less than ten (10) days nor more than twenty (20) days after the date that the hearing notice is issued. The City shall provide for the hearing to be transcribed.
- (c) At the hearing, the respondent shall have the opportunity to present all relevant arguments and to be represented by counsel, present evidence and witnesses on his or her behalf, and cross-examine any of outdoor events manager's witnesses. The outdoor events manager shall also be represented by counsel, and shall bear the burden of proving the grounds for denying, modifying, or revoking the permit. The hearing shall take no longer than two (2) days, unless extended at the request of the respondent to meet the requirements of due process and proper administration of justice. The hearing examiner shall issue a final written decision, including specific

reasons for the decision pursuant to this chapter, to the respondent within five (5) days after the hearing.

- (d) If the decision is to deny, modify, or revoke the permit, the written decision shall advise the respondent of the right to appeal such decision to a court of competent jurisdiction, and the decision shall not become effective until the thirtieth (30th) day after it is rendered. If the hearing examiner's decision finds that no grounds exist for denial, modification, or revocation of the permit, the hearing examiner shall, contemporaneously with the issuance of the decision, order the outdoor events manager to immediately withdraw the denial, modification, or revocation of the license and to notify the respondent in writing by certified mail of such action. If the respondent is not yet permitted, the outdoor events manager shall contemporaneously therewith issue the permit to the respondent.

Sec. 13-494. – Restrictions on parades and special events that involve street closures or obstructions.

- (a) No parade or special event that involves the partial or full closure of a street or obstruction of the flow of traffic upon a street, sidewalk, or other public right-of-way may occur between the hours of midnight and 6 a.m.
- (b) No parade or special event that involves the partial or full closure of a street or obstruction of the flow of traffic upon a street, sidewalk, or other public right-of-way shall cross or utilize as a route or location or a portion thereof any of the following:
 - (1) Jack Kultgen Expressway (Interstate Highway 35) (excluding frontage roads);
 - (2) State Highway 6/Loop 340 from the west City limit near Speegleville Park to the east City limit at Bagby Avenue;
 - (3) State Highway 6 from the southeast City limit to the South Loop Drive (U.S. 77 and U.S. 81) merge point;
 - (4) South Loop Drive (U.S. 77 and U.S. 81) from the State Highway 6 merge point to Interstate Highway 35;
 - (5) North Loop Drive (U.S. 77 and U.S. 81) from Interstate Highway 35 to the north City limits at Bellmead;
 - (6) Valley Mills Drive (Loop 396) from Interstate Highway 35 to Bosque Boulevard;
 - (7) Loop 340 from U.S. 77 to the City limit near Camp Ground Road at Bellmead; or

- (8) Bosque Boulevard from 300 feet east of North Valley Mills Drive to the Woodway City limit.
- (c) No parade or special event that involves the partial or full closure of a street or obstruction of the flow of traffic upon a street, sidewalk, or other public right-of-way shall utilize as a route or location or a portion thereof Waco Drive (U.S. 84).

Sec. 13-495. – General Conduct of Parades or Special Events.

(a) *Portable restrooms.*

- (1) All events that provide portable toilets must indicate on the special event or parade site plan the exact location where the portable restroom(s) shall be placed.
- (2) If the portable restrooms are not placed at the location designated on the event site plan, the outdoor events manager or his or her designee shall give the applicant oral or written notice to move the portable restroom(s) to the proper location. The applicant must have the portable restroom(s) moved immediately, but in no case later than four (4) hours after notice. Should the applicant fail to meet this requirement, the applicant shall be subject to the penalties set forth in this article.
- (3) The event site plan shall state the time that the portable restroom(s) shall be removed. In the event that the portable restrooms are not removed by the time set forth in site plan, the applicant shall be subject to the penalties set forth in this article. Where the applicant provides evidence of a good faith effort to have the portable restroom owner remove the portable restrooms in a timely manner, the City shall not subject the applicant to the penalties, but shall instead provide written notice to the portable restroom owner requiring removal of the portable restrooms within twenty-four (24) hours of receiving the City's written notice. Should the owner fail to meet this requirement, the owner shall be subject to the penalties set forth in this article.
- (4) If portable restrooms are placed on public property for an event that is not permitted, the outdoor events manager shall require the owner of the portable restrooms to remove the portable restrooms within twenty-four (24) hours of receiving the written notice. Should the owner fail to meet this requirement, the owner shall be subject to the penalties set forth in this article.
- (5) The provisions of subsection (a) shall not apply to events held entirely on private property, providing placement and use of the portable restrooms are not affecting adjacent property owners or tenants and it meets the requirements of the City code.

- (b) *Alcohol permit.* No alcohol may be sold at any event unless the applicant receives an alcohol permit as required by the Texas Alcoholic Beverage Commission. If the Texas Alcoholic Beverage Commission otherwise requires a permit, e.g. when alcohol is made available only to paying guests or only to guests who bought a ticket to the event, then no alcohol may be served at the event unless the applicant receives an alcohol permit. Permits must be posted and visible to the public.
- (c) *Food permit.* It will be the responsibility of the applicant to contact the Waco-McLennan County Public Health District to obtain necessary permits and information on proper dispensing and handling procedures for any food that is being provided or served at the event.
- (d) *Barricades.* Any barricade that is not required to be manned by peace officer must be staffed at all times during the event with at least one person at least eighteen (18) years of age who is wearing a reflective safety vest. All barricades shall be deployed as designed.
- (e) *Recycling.* Recycling at events is strongly encouraged, but is not mandatory.
- (f) *Use of City logo or name.* An applicant may not use or allow its event to use the words "City of Waco," "The City of Waco" or the City's logo or a combination thereof in any manner that would imply an official endorsement of the event by the City without written authorization from the city manager.
- (g) *Placement of tents or structures on the non-paved portion of public right-of-way.* No tent or structure may be placed on the non-paved portion of the public right-of-way that is adjacent to private property without the permission of the owner or occupant of the private property.

Sec. 13-496. - Public Conduct during Parades.

- (a) *Interference.* No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or parade assembly or with any person, vehicle or animal participating or used in a parade or any other permitted activity.
- (b) *Driving through parades.* No driver of a vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and such parade has been authorized pursuant to this article.
- (c) *Parking on parade route.* The chief of police or the traffic engineer shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street or part thereof constituting a part of the route of a parade. The traffic services division shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof. No person shall be liable for parking on a street unposted in violation of this chapter.

Sec. 13-497. – Offenses and Penalties.

- (a) A person commits an offense if he or she commences or conducts an event:
 - (1) Without a permit;
 - (2) Knowingly makes a false statement in connection with an application; or
 - (3) In violation of any provision of a permit, this article, additional rules or regulations as promulgated by the city manager or any other City ordinance or applicable law.
- (b) Except as otherwise provided in this article, a culpable mental state is not required for the commission of an offense under this article.
- (c) A person who violates a provision of this article or a requirement of a permit is guilty of a separate offense for each day or part of a day during which the violation is committed or continued.
- (d) Each offense is punishable by a fine not to exceed:
 - (1) Two thousand dollars (\$2,000.00) for a violation of a provision of this article or a requirement of a permit governing fire safety, zoning or public health and sanitation, including dumping or refuse; or
 - (2) Five hundred dollars (\$500.00) for all other violations of this article or requirements of a permit.

Section 3. That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. That if any provision of this ordinance shall be held to be invalid or unconstitutional, the remainder of such ordinance shall continue in full force and effect the same as if such invalid or unconstitutional provision had never been a part hereof.

Section 5. That it is the intention of the City Council and is hereby ordained that the provisions of this ordinance shall become and be a part of the Code of Ordinances of the City of Waco, Texas, and that sections of this ordinance may be renumbered or relettered to accomplish such intention.

Section 6. That nothing in this ordinance shall be constructed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or prior ordinance; nor shall any legal right or remedy of any character be lost, impaired, or affected by this ordinance.

Section 7. That this ordinance shall take effect on October 1, 2018.

Section 8. That this ordinance shall apply to all applications filed after October 1, 2018.

Section 9. That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public and that public notice of the time, place, and purpose of said meeting was given as required by law.

FIRST READING: this 21st day of August, 2018.

SECOND READING: this 4th day of September, 2018.

DocuSigned by:

Kyle Deaver, Mayor
City of Waco, Texas

ATTEST:

DocuSigned by:

Esmeralda Hudson, City Secretary



APPROVED AS TO FORM & LEGALITY:

DocuSigned by:

Jennifer Richie, City Attorney

Certificate Of Completion

Envelope Id: C02981FF58C643C3B5B6367B3CD4E7AC

Status: Completed

Subject: You have a pending request to eSign a document

Source Envelope:

Document Pages: 22

Signatures: 3

Envelope Originator:

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Initials: 0

Nita Mays

AutoNav: Enabled

2633 Camino Ramon Ste 500

Envelopeld Stamping: Enabled

San Ramon, CA 94583

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

nitam@wacotx.gov

IP Address: 66.135.61.17

Record Tracking

Status: Original

Holder: Nita Mays

Location: DocuSign

9/10/2018 11:35:52 AM

nitam@wacotx.gov

Signer Events


Jennifer Richie

jenniferr@wacotx.gov

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:



Signature Adoption: Uploaded Signature Image
Using IP Address: 72.48.177.50

Timestamp

Sent: 9/10/2018 11:35:53 AM

Viewed: 9/11/2018 11:16:19 AM

Signed: 9/11/2018 11:16:28 AM

Electronic Record and Signature Disclosure:

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Kyle Deaver

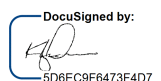
wacomayor@wacotx.gov

Mayor

City of Waco

Security Level: Email, Account Authentication
(None)

DocuSigned by:



Signature Adoption: Drawn on Device
Using IP Address: 67.198.0.34

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Signed: 9/24/2018 10:56:46 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Esmeralda Hudson

ehudson@wacotx.gov

City Secretary

City of Waco

Security Level: Email, Account Authentication
(None)

DocuSigned by:



Signature Adoption: Uploaded Signature Image
Using IP Address: 72.48.177.50

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Viewed: 9/24/2018 1:59:08 PM

Signed: 9/24/2018 1:59:12 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Nita Mays nitam@wacotx.gov eSign Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>COPIED</div>	Sent: 9/24/2018 1:59:14 PM

Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	9/24/2018 1:59:14 PM
Signing Complete	Security Checked	9/24/2018 1:59:14 PM
Completed	Security Checked	9/24/2018 1:59:14 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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Consequences of changing your mind

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Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

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