



CITY OF THE VILLAGE OF DOUGLAS
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info@douglasmi.gov
Payable Online At: tinyurl.com/PayltOnline

CITY COUNCIL ACTION:	Approved	Denied
POLICE DEPARTMENT:	Approved	Denied
DEPT. PUBLIC WORKS:	Approved	Denied

Fee: \$50
Received by:

APPLICATION FOR SPECIAL EVENT PERMIT

The City of Douglas offers two types of permits for events within the City. A **Special Event** is described as a large gathering of people that covers a broader range of the City, such as, the entire park(s), right-of-ways, trails, street closures, sidewalks, etc. These events also require significant coordination and requests of City resources, such as, Douglas Police Department, Department of Public Works, and Saugatuck Township Fire Department. **Special Event Permits will require approval from City Council and need to be filled out in its entirety and returned to the City Clerk's office a minimum of 60 days prior to the scheduled event.** A **Park Reservation** permit is described as a small gathering confined to a small area of a park and does not require significant City coordination or resources. Park Reservation permits require only City administration approval. Park reservation fee is \$50.

APPLICANT/ORGANIZATION INFORMATION

Applicant/Organization: Rotary Club of Saugatuck-Douglas PH: 614-207-4047
Contact Name: Jim Sullivan PH: [REDACTED]
Street Address/P.O. Box: P.O. Box 211
City/State/Zip Code: Douglas, MI 49046
E-mail: letstalk@saugatuckdouglasrotary.org
CONTACT PERSON ON DAY OF EVENT: Jim Sullivan PH: See above

EVENT INFORMATION

Name of Event: Saugatuck Venetian Fest
Event Date(s): Jul 26-28, 2024 Anticipated Number of Attendees: 3500-4000
Purpose of Event: Summertime celebration of communal life of these waterways--
river, harbor, and lake
Location of Event: Saugatuck and Douglas, Lake Kalamazoo
Event Start & End Hours: 7/26/24: 5pm -11pm, 7/27/24: Noon to 11pm
Estimated Date/Time for Set-Up: 7/25/24 3-5pm, 7/26/24: 9am-midnight
Estimated Date/Time for Clean-Up: 3 hours on 7/27/24 and 7/28/24
Estimated Number of Volunteers: 120

EVENT DETAILS

MUSIC:

Will Music be provided during this event? Yes No

If yes, type of music proposed: Live Amplification Recorded Loudspeakers

Time music will begin: _____ end: _____

FOOD VENDORS/CONCESSIONS: (Contact Allegan County Health Department)

Will Food Vendors/Concessions be available at your event? Yes No

If yes, Provide Copy of Health Department Food Service License

ALCOHOL:

Will alcohol be served at your event? Yes No

If yes, Provide Copy of Liquor Liability Insurance (Listing the City as additional insured)

Provide Copy of Michigan Liquor Control License

Please describe measures to be taken to prohibit the sale of alcohol to minors: _____

All music, food and beverage activities will take place in Saugatuck and they have approved the permit.

NOTE: *It shall be unlawful for any person within the City to consume intoxicating liquor of any kind in any street, alley, park, public building, or other land owned by the City, unless the consumption is authorized under a valid permit issued by the City or its authorized agent. (1995 Code, 42-166) (Ord.43, passed 6-5-1961)*

EVENT SIGNAGE:

City approval is required for any temporary signage in the public right-of-way, across a street, or on City property. Which of the following signs are requested for this event?

Temporary Signs: Number requested: _____ Maximum size is 2'x2'

(Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

Banner Signage: Maximum size is 14'x4'

(Cannot be displayed more than 15 days prior to first day of event and must be removed 24 hours after end of event.)

Signage at Event Site: Location(s): _____

Description of signs: _____

(Signs at event site cannot be displayed prior to the day of the event and must be removed at the end of the event.)

Please see the City Clerk to obtain the correct application based on the event signage requested.

FIREWORKS:

Will fireworks be a part of your event? Yes No

If yes, Provide Copy of Liability Insurance (Listing the City as additional insured)

Council Resolution will be Required – see attached sample

TENTS/CANOPIES/MISC:

Will tents/canopies be installed? Yes No

If yes, Notify the Director of the Douglas Department of Public Works @ 269-857-2763 to discuss placement locations (Irrigation systems are located at Beery Field and Schultz Park)

Fill out the Special Event Requirements for Tent Structures form and/or call the Saugatuck Township Fire Department with questions at (269) 857-3000.

Booths – Quantity _____

Tents – Quantity _____

Awnings – Quantity _____

Tables – Quantity _____

Portable Toilets – Quantity _____

The City of Douglas does not have tents, tables, or chairs available for rental.

MARKETING:

How do you plan to market your event? (Example: Saugatuck/Douglas Area Convention & Visitors Bureau, Local Businesses, etc.) Extensive and ongoing PR and social media notifications for the event overall,

which usually draws 3500-4000 each year

REQUIRED AUTHORIZING PERSONNEL SIGNATURES:

If your event requires City services, please seek proper authorization. Applicable fees may apply depending upon the assistance required by the City.

DEPARTMENT OF PUBLIC WORKS:

Will this event require the use of any of the following municipal equipment?

Trash Receptacles – Quantity _____

Barricades – Quantity _____

Traffic Cones – Quantity _____

No Parking Signs – Quantity _____

Fencing – Quantity _____

Electric

Water

Restroom Cleaning

Approved Denied

Approved with Conditions _____

Authorized Personnel Signature _____

Date: _____

DOUGLAS POLICE DEPARTMENT:

Will this event require additional officers & equipment? Yes No

If yes, please describe & include times: _____

Street Closure: (Use attached map to outline proposed closure)

Street closure date/time: _____

Street re-open date/time: _____

Parade Type: Pedestrian Vehicle

Parade Route: (Use attached map to outline route)

Parade start time: _____ Parade finish time: _____

Approved Denied

Approved with Conditions _____

Authorized Personnel Signature _____ Date: _____

APPLICANT/ORGANIZATION CHECK LIST

- Completed Application
- Event Map (include detailed event layout for food vendors/concessions, booths, portable restrooms, road closures, barricades, music, event signage, etc.)
- Certificate of Insurance (listing the City of Douglas as additional insured – see sample provided)
- Fireworks Resolution – 60 days in advance (if applicable)
- Michigan Liquor Control Commission Special Event License (if applicable) *N/A*
- Health Department Food Service License (if applicable) *N/A*
- Requirements for Tent Structures (if applicable) *N/A*
- Department of Public Works Authorized Personnel Signature (if applicable) *N/A*
- Police Department Authorized Personnel Signature (if applicable)

If document(s) are missing, please explain: _____

The Applicant/Organization understand and agrees to the following:

1. Provide a certificate of insurance with all coverage deemed necessary for the event, naming the City of Douglas as an additional insured on all applicable policies. The certificate shall be submitted to the City Clerk's Office no later than 1 (one) week following notice of the event approval.
2. Comply with all local and applicable State Laws and City policies. Applicant/Organization acknowledges that the special events permit does not relieve the Applicant/Organization from meeting any requirements of law or those of other public bodies or agencies applicable to the event.
3. Applicant/Organization further understands the approval of the event may include additional requirements and/or limitations based on the City's review of this application. The Applicant/Organization understands that it may be necessary to meet with City staff during the review of this application and that City Council approval is necessary before the event may be held.
4. Applicant/Organization understands that he/she is responsible for contacting the Michigan Liquor Control Commission and/or Allegan County Health Department to secure all permits required for this event.
5. Applicant/Organization also agrees to clean-up and leave/restore the area in the condition it was found. The City is not responsible for equipment or personal items left on public property.
6. Prohibit its organization and guests from engaging in profane or inappropriate language or actions.
7. Abide by City of Douglas Ordinance Chapter 95.01 regarding Noise Nuisances.

8. A breach of any of these understandings and agreements may result in the denial of Application or revocation of an approval of the City.

HOLD HARMLESS/INDEMNITY

1. Upon approval of Event Permit, Applicant/Organization agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers, and Contractors from any and all claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:

- A. Acts or omissions by the Applicant/Organization, its agents, employees, servants and Contractors in furtherance of the event, including, but not limited to, acts or omissions alleged to be in the nature of gross negligence or willful misconduct. The Applicant/Organization agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims, or demands arising from the operations of the Applicant/Organization due to the above referenced acts or omissions.
- B. Violations of state or federal law by Applicant/Organization, its agents, employees, servants, and Contractors whether administrative or judicial, arising from the nature and extent of this Application. Permit and/or event.
- C. Other acts of Applicant/Organization or attendees causing personal injury or property damages in connection with this event, unless resulting from the sole negligence of the City, its officers, employees, or agents.

2. The Applicant/Organization agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in the event and the property and materials of the attendees. Further the Applicant/Organization agrees to hold the City harmless for any loss of such property and materials.

3. The Applicant/Organization shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Applicant/Organization further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or sub-Contractor involved in the hosting of this event.

As the Applicant or duly authorized agent of the Organization, I hereby apply for approval of this special event and affirm the above understandings. The information provided on this application is true and complete to the best of my knowledge.

Printed Name of Applicant: JAMES B. SULLIVAN Date: 7/5/2024

Signature of Applicant:  Date: 7/5/2024

HARBOR FIREWORKS LOADING AND SHOOTING AREAS

(Details to be finalized in conjunction with Safety Agencies)



AGREEMENT TO INDEMNIFY AND PROVIDE INSURANCE COVERAGE

This Agreement to Indemnify and Provide Insurance Coverage (“Agreement”) is made this 18th day of July 2024 by and between the Rotary Club of Saugatuck Douglas (“RCSD”); the City of the Village of Douglas, (“Douglas”), and Great Lakes Fireworks (GLF) (collectively, the “Parties”).

RECITALS

WHEREAS, Rotary Club of Saugatuck Douglas desires to contract with Great Lakes Fireworks to facilitate a fireworks display on the Kalamazoo River on July 27th, 2024, (the “Event”);

WHEREAS, Douglas desires to accommodate the Event by granting the necessary approvals:

WHEREAS, given the nature of fireworks displays, Douglas possesses an interest and an obligation to ensure that appropriate insurance coverage is provided for the Event and to ensure that Douglas will not be liable for any loss or damage caused by or attributable to the Fireworks’ performance of the Event.

WHEREAS, the Parties desire to enter into this Agreement to clarify how insurance coverage for the Event will be provided and to establish indemnification obligations for the Rotary Club of Saugatuck Douglas and Great Lakes Fireworks.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

AGREEMENT

1. Cooperation: Douglas shall cooperate in good faith with RCSD and GLF to review and process the necessary permissions and approvals for the Event.

2. Insurance Obligations: The Parties agree that the insurance for the Event will be provided as follows:
 - a. GLF will provide \$5,000,000 in liability insurance for the Event. GLF shall be the primary insured party under that policy Douglas, and the RCSD shall be named as additional insureds. GLF shall provide Douglas, and the RCSD with a certificate of insurance evidencing the same no later than 10 days before the Event, and shall provide Douglas, and the RCSD with a copy of such policy upon request.
 - b. The RCSD will provide \$2,000,000.00 in liability insurance for the Event. Douglas shall be named as additional insured. The RCSD shall provide Douglas with a certificate of insurance evidencing the same no later than 10 days before the Event and shall provide Douglas with a copy of such policy upon request.
3. Application of Insurance Coverage: In the event of any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the Event by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of the Event, the Parties agree that insurance coverage will be provided first through a GLF liability policy and then through the RCSD liability policy.
4. Indemnification: The RCSD and GLF agree to defend, indemnify, and hold harmless Douglas and its respective officials, agents, servants, and employees, from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the Event by reason of any damage to property, personal

injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of the Event, and regardless of which claim, demand, damage, loss, cost, or expense is caused in whole or in part by the negligence of Douglas, or by third parties, or by the officials, agents, servants, employees, or factors of any of them. This obligation shall survive termination of this Agreement.

5. No Waiver: No provision of the Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver by Douglas of any governmental immunity or any other defense that would be available under state or federal law.
6. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Michigan, and should any disputes, disagreements or legal actions result between the parties under this Agreement, then the law of Michigan shall apply.
7. Amendments: This Agreement may not be amended by the parties unless such amendment is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

[Signature Page to Follow]

CITY OF THE VILLAGE OF
DOUGLAS

By: _____

Dated: _____

Its: _____

By: _____

Dated: _____

Its: _____

ROTARY CLUB OF SAUGATUCK
DOUGLAS

By: _____

Dated: _____

Its: _____

GREAT LAKES FIREWORKS

By: _____

Dated: _____

Its: _____