



## Legislation Text

File #: 01420, Version: 2

### Fiscal Note

This three-year Agreement requires the event sponsor to reimburse the City for a portion of the costs associated with the Elver Park fireworks celebration. Total costs for 2005 are estimated at \$52,800 to \$62,800, including permits and staff costs. The Police Department share of those costs is estimated at \$50,000 to \$60,000. This Agreement limits the reimbursement by the sponsor to a maximum of \$30,000 in 2005 and \$35,000 in 2006 and 2007 for police costs. The City will absorb the police costs in excess of the maximum reimbursement. The Agreement requires the sponsor to pay in full all permit fees as well as fire, parks and traffic costs (estimated at \$2,800).

### Title

SUBSTITUTE - Authorizing the Mayor and City Clerk to execute a Use Agreement between the City and Capstar Radio Operating Company for the July 4th Celebration at Elver Park.

### Body

WHEREAS, since 1985, the City and sponsoring organizations have worked together to provide Madison area visitors and residents with an Independence Day celebration at Elver Park (the "Event");

WHEREAS, Capstar Radio Operating Company ("Capstar") has offered to sponsor the Event for the years 2005, 2006 and 2007; and

WHEREAS, attendance at the Event has increased and requires substantial City resources to ensure a safe and orderly celebration; and

WHEREAS, the Park Commission has determined that all events in City Parks be self-supporting, and the City will require that Capstar reimburse the City for a portion of the costs related to the Event, including a portion of the cost of police services, which are estimated to be \$50,000 to \$60,000; and

WHEREAS, the parties desire to enter into a three (3) year written Agreement setting forth their responsibilities to provide a safe and orderly Independence Day Celebration at Elver Park.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Clerk are hereby authorized to execute a three (3) year Use Agreement between the City and Capstar Radio Operating Company for Independence day events, subject to the following terms and conditions:

1. Capstar shall pay all required permit fees and a damage deposit of five thousand dollars (\$5,000) no later than ten (10) days prior to the Event each year.
2. Capstar shall reimburse the City, within thirty (30) days of receiving an invoice therefor, for the full costs of fire, parks and traffic services, and for costs related to police services ~~(including fire, parks and traffic)~~, up to \$30,000 for 2005 and ~~2006~~ and up to \$35,000 for 2006 and 2007.
3. Capstar shall insure and require its fireworks subcontractor to insure against liability with policy limits and coverage as determined by the City's Risk Manager.
4. The City shall manage and arrange all aspects of the Event relating to police and fire protection, enforcement of standards for fireworks display, EMS coverage, traffic control and enforcing park rules.
5. Capstar shall arrange and manage the fireworks display and small concessionaires.