



**City of Sullivan
Park Policy**

(Adopted by Ordinance #2917 3/2/04)

(Amended 09/16/2008)

(Amended 09/09/2010)

(Amended 01/04/2011)

Regulations of the Sullivan City Parks. The rules and regulations established for the city parks are not to hamper and restrict our citizens, but are adopted so as to allow our citizens and guests maximum use and enjoyment of the facilities without annoyance and discomfort of others. From time to time, the Board of Aldermen shall adopt by ordinance the policies necessary to insure a systematic operation of the park system. Any person convicted of a violation of any rule or regulation herein established shall be deemed guilty of a misdemeanor. Any activity which is likely to result in injury or loss of life is prohibited. The various sports and activities are to be played in the location provided for them and in open areas when such sport or activity will not create a hazard to others.

The following rules and regulations shall apply to all city parks:

1. Hunting. Hunting in city parks is prohibited. No person shall molest, hunt, kill or frighten any wildlife creature or domestic animal in any manner whatsoever.

2. Fishing. Rules and regulation for the purpose of fishing in lakes on city property shall be posted at said sites and shall be enforced by the Parks and Recreation Department and Police Department. Regulations concerning length creel limit and types of fish harvested shall be shanked as per suggestion by the State Conservation Department-Fisheries Management. The Parks and Recreation Department shall not allow any small or large craft or boat of any kind on city lakes with the exception to person obtaining special permission to operate a small craft for a specified legitimate purpose. Swimming in city lakes by any person is expressly prohibited.

3. Presence of Animals. Domestic animals are not permitted in the parks unless the animal is on a leash. Horses may be ridden and kept in the confines of park property during approved fairs and events held on said property.

4. Camping. Overnight camping of any sort, within any type of structure be it permanent or temporary, within any city park, must have prior approval from the Parks and Recreation Department.

5. Peddling. No person or organization other than those obtaining a peddlers license issued by the City of Sullivan shall expose or offer for sale, rent, or trade, any article or service or station, or place any stand, cart or vehicle for transportation, sale or display of any merchandise, within the limits of any park.

6. Picnicking with Fires. Picnicking with or without fires may be done in any area where it will not interfere with other recreational activities. Fires are permitted only within grills. The grills and picnicking facilities are for family and group picnics.

7. Disposal of Trash. All trash is to be deposited in trash containers located within the park boundaries. These trash containers are designated for use only by park users. The use of the containers for any other purpose is forbidden.

Any person convicted of violating the rules and regulations established by this ordinance shall, upon conviction, be fined \$25.00 plus court costs; the fine to be deposited in the General Revenue fund. Vandalism expenses will be paid from the General Fund at the discretion of and after approval by the Board of Aldermen.

Policy Statements

Welcome to the City of Sullivan Parks and Recreation. Our 113 plus acres include auditorium, small conference rooms, indoor and outdoor arenas, livestock barn, tennis courts, swimming pool, skating rink, ballparks, basketball courts, fairgrounds, soccer fields, city lake, trails, and picnic areas for public use. We ask that you adhere to our policies, which allow you the best use of these facilities while protecting the park system for the future.

1. Use of any facility in the parks system is by reservation agreement between the user (tenant) and City of Sullivan. The City of Sullivan is represented by the Parks and Recreation Department.
2. No group may contract for a facility in its name for use by another group. There shall be no “selling” or exchanging dates by any group. All facility reservations shall be arranged solely by the Parks and Recreation Department.
3. There are fees charged for use of the facilities. Fees are reviewed annually and adjusted as needed to reflect changes in operating costs.
4. It is the tenant’s responsibility to be aware of, and abide by all policies, rules, and regulations pertaining to use of the park system. Rules for the use of the facilities are outlined under “Operating Procedures” in this manual.
5. Tenants are responsible for damages to the reserved facilities that occur during the period of the agreement and periods of decorating before the event and clean up after the event.

Major policy changes are reviewed and recommended by the Parks & Recreation Department, subject to the final approval of the City Board of Aldermen.

Definitions

City Area Based Youth Event

An event at which no goods nor products are sold except for food; and which is sponsored in full by an organization based in Sullivan area, and which is made up entirely of youth, 17 years of age or younger, who reside in the Sullivan area, and which has developed and will operate the event. City youth organizations may invite other youth organizations to participate in their event upon approval from the Parks and Recreation Director.

City Department Based Event

An event sponsored by a department of City of Sullivan wherein the attendees are City of Sullivan employees or who are members of a volunteer organization sponsored by a department of the City.

Standard Rate Event

An event at which no goods or products are sold except for food. (May not sub-contract for any component except for food service). This would include any type of meetings, seminars, banquets, weddings and wedding receptions.

Commercial Event

Any event which is open to its membership or the general public for which a fee is charged, donations are collected or at which goods, services or products are sold. This would include fairs, carnivals, and dog shows.

Sports Event

Any event which is open to its membership for which a fee is charged, donations are collected or at which goods, services or products are sold. This would include adult or little league baseball, softball, soccer, football teams or camps.

Tenants of the park system shall be responsible for familiarizing themselves and their vendors with requirements for use of facilities.

Operating Procedures

Reservations: All facilities are reserved on a first-come, first-served basis except for events having an historical date. Prospective tenants must contact the Parks and Recreation Department to determine date availability and to complete an agreement. A nonrefundable deposit is due within two weeks from the date of the reservation and will be applied towards the rental rate. An organization holding the same event with the same facilities during the same time frame for two consecutive years is recognized as having an historical date. To have an historical date the event must be held on the same weekday/weekend of the same month, have the same organization listed as tenant in the agreement, and be the same type of event each year.

The Parks and Recreation calendar is set up by month. Each weekday and each full weekend in the month are designated from one to four and are available for rent.

Payments: Payment in full is required 30 days prior to the scheduled event date.

Cleaning/damage/overtime Deposit and Refund: A cleaning/damage/overtime deposit of \$500.00 (fairgrounds and sports fields) is required 15 days prior to the event. The deposit will be refunded if all Parks and Recreation policies are adhered to, there is no litter or damage to the facilities used, and the tenant and their property, is out of the facility on time. The tenant will be responsible for any cost to clean up litter or repair any damage that exceeds the amount of the deposit. An increased damage deposit may be required under certain circumstances.

Cancellations: Only weather related facility closure or closure caused by City action is eligible for a refund when cancelled within 30 days of the scheduled event date. The Parks and Recreation Department may cancel any Reservation Agreement if the Parks and Recreation Director determines that the facility or any related portion of the Parks is unsafe or otherwise unfit for the proposed use. If the Parks and Recreation Director cancels because of fire, weather, unsafe condition, mechanical breakdown, or other similar reason, the tenant will be provided with another date for the event as available. The Parks and Recreation Department is not liable for any damages, fees, or other expenses incurred by the tenant as a result of such cancellation by the Parks and Recreation Director. Also see inclement weather policy.

Insurance Requirements

All commercial or sports users of the Parks must provide a Certificate of Insurance (insurance application and/or insurance policy may also be required) naming the City of Sullivan as additional insured and indicating the required coverage. Proof of insurance can be obtained from an individual's insurance agent or broker in the form of a current certificate of insurance or other written proof from the insurance agent or broker.

Requirements with no alcohol present

Private parties - Liability limits must be at least \$500,000.

Organizations - Organizations must provide liability limits of at least \$500,000 with limits increasing to \$1,000,000 if more than 100 persons will be attending the event on a general liability policy or a package policy with general liability coverage. If 100 or fewer persons will be attending the event and a professional caterer is utilized or formal meals (breakfast, lunch, dinner or brunch) are served then liability limits of \$1,000,000.00 per occurrence covered under general liability shall apply.

Requirements when alcohol is served (not sold): all tenants

Special events with alcohol present should have limits of \$1,000,000 through a special event policy or endorsement (covering host liquor liability as well as general liability exposures) or a general liability policy with host liquor.

Requirements when alcohol is sold: all tenants

First the individual or group must meet all the current Parks and Recreation Department requirements, policies, and procedures. Once any monetary exchange occurs liquor law liability applies, and coverage for liquor law liability must be obtained. (Host liquor liability applies to the serving and distribution of liquor; once the activity becomes a business enterprise with the exchange of funds, liquor law liability is applicable.) A current certificate of insurance must be obtained for both the general liability and the liquor law liability with limits of \$1,000,000 for both.

Requirements when food is served: all tenants

When a professional caterer is utilized or formal meals (breakfast, lunch, dinner or brunch) are served then liability limits of \$1,000,000.00 per occurrence covered under general liability shall apply. Insurance coverage for catered events can be provided by the caterer if the liability limits are \$1,000,000.00 per occurrence and City of Sullivan is listed as *additional insured*.

Commercial tenants, corporations, and other similar organizations who have employees working on the park grounds must obtain Workers' Compensation and employers' liability insurance, which

shall cover the obligations of the tenant in accordance with the provisions of the Workers' Compensation Act, as amended, of the State of Missouri.

Insurance Certificates must contain a provision or endorsement that these policies may not be canceled, terminated, materially changed, or modified without 30 days prior written notice to City of Sullivan. Such notice must be transmitted to the Parks and Recreation Department office by certified mail, return receipt requested. Insurance must be received three weeks prior to event.

General Policies

Alcohol: Insurance Certificate and or permission from the Board of Aldermen are required if alcohol is to be sold or consumed in the parks. It is the responsibility of the **tenant** who signs this agreement to see that no alcohol is consumed during events covered by this agreement if a permit or permission has not been obtained and if insurance is not in place.

Client representative: Please appoint a responsible liaison to handle important details during your event. This is a serious, important role so you may wish to bring your representative to your planning meeting with the event manager. Your client representative should:

1. Arrive at the beginning of preparation time, introducing oneself to Parks and Recreation staff, caterers and other vendors, coordinate everyone's schedule, and be sure that planned arrangements and Parks and Recreation Department policies are followed.
2. Remind caterers, musicians, and all vendors of prearranged departure times. This liaison needs to leave last and sign out with Parks and Recreation staff.

Decorating/set up: Setup time must be included in the rental time, except for use of the fairgrounds. We do not allow the use of tape, nails, tacks, or staples on the walls, doors, or other surfaces (bulletin boards are provided for this purpose). Do not hang items on the curtains. Only tape provided by the Parks and Recreation Department may be used for the floors. Confetti, birdseed, rice, or similar materials are not allowed for any event. If you have special needs, please ask Parks and Recreation Department staff for help.

Exit doors: All exit doors are emergency doors. Please do not place tables, chairs, or other items so as to impede egress. In most cases a 6 foot pathway must be maintained to each exit door.

Food: It is the responsibility of the tenant who signs this agreement to assure compliance with insurance requirements and Health Department requirements for all consumption of food related to their event. The Event Manager is required to notify the Parks and Recreation Department office prior to the event of any arrangements made pertaining to the consumption of food.

Kitchen and food facilities: Kitchens and concession stands are available for rent. The tenant must provide all foods, beverages, utensils and dishes.

Sale of food: The Franklin County Health Department enforces this policy in the city limits of Sullivan . If you have questions or need an application, please contact the Franklin County Health Department at (636) 583-7300. If the Health Department issues a permit a copy of that permit must be provided to the Parks and Recreation Department Office prior to the event.

Liquid petroleum: Under no circumstances will liquid petroleum (propane, butane, etc.) tanks be allowed in any Parks building or structure.

Telephone/deliveries: The Parks and Recreation Department telephone number is not to be listed on brochures or advertising for an event. If advertising gives the Parks and Recreation Department as the location of the event, it must also contain a telephone number of a representative of the event who can provide information on the event. A recording is not sufficient to meet this requirement. Parks and Recreation Department's telephones are not available for use by vendors or the public, nor will staff take messages. Pay telephones are available at several locations. Parks and Recreation Department staff will not accept deliveries for events.

Pre - and post - event walk - through: A pre-event walk through with Parks and Recreation Department staff and the designated representative is required on the day of the event. The designated representative must be present throughout the event. A post-event walk-through with the same person who did the pre-event walk-through is required at the end of the event, after the clean up, to review the condition of the facilities.

Supervision: A designated representative from your organization will be responsible for assuring the supervision of the activity and the conduct of all persons connected in any way with the activity while they are on Parks property. Children are to be supervised by an adult at all times.

Traffic control: If the traffic generated by the event is such that it requires a permit, a traffic control plan for the park area involved must be developed by the tenant and approved by the Director of the Parks and Recreation. Such a plan may require the employment of off-duty officers to direct traffic at intersections. Other large events may also require a traffic plan.

Parking: Specific facilities have parking areas assigned to them. If additional parking is required, special arrangements are necessary. If parking requirements for your event exceeds the capacity for the facility you have rented, additional charges may be made based on the rental fee of the affected facility. Parking is permitted in designated areas only. Depending on number of expected vehicles and other scheduled events parking attendants may be required. Parking lots are reserved for parking only, any other use must be approved in advance and appropriate fees paid (if applicable).

Restricted parking: No cars or trailers can be parked on the roadways. It is the responsibility of the tenant to enforce the provisions of this regulation.

Vendors: Vendors who are not directly affiliated with and a part of an approved event must sign a vendor agreement, pay appropriate fee, and provide the appropriate insurance (if required) to the Parks and Recreation Department office prior to the event. This policy includes any vendor(s) who utilize the parking lot (i.e., mobile food service providers).

Permits: The tenant is responsible for obtaining all permits otherwise required by law.

Signs: Placement of signs inside or outside the buildings must be approved in advance by the Director of Parks and Recreation.

Smoking: Smoking is prohibited in any City building by city ordinance, except in a designated area as allowed by City Code. This includes the barns, general purpose buildings, livestock arena, shelters and

restrooms. It is the responsibility of the tenant to enforce the provisions of this regulation.

Animals: Animals are not allowed in meeting rooms or auditoriums unless they are working service animals.

Ambulance: Ambulance standby is required for all rodeos and may be required for other events.

Clean up: It is the responsibility of the tenants to place all litter and trash in the trash receptacles prior to closing time. Break down all boxes. If the refuse generated exceeds the dumpster capacity, the tenant will be charged for a special trash service pick-up.

Inclement weather/field condition policy: In the event that inclement weather prohibits a scheduled event from occurring in an outdoor facility, the event may be rescheduled on a space and time available basis by contacting the Parks and Recreation office. Alternative dates will be available for other facilities only if the facilities are closed due to inclement weather. Indoor events will not be re-scheduled.

All rates are subject to change up to 90 days prior to events.

Rental Fees

Please note: all rates are for daily use (unless otherwise noted)

Park User Fees. The following fees are hereby applied to various park and recreational facilities in the City of Sullivan. The Board of Aldermen reserves the right to amend the fees to promote the public good.

1. Swimming Pool Complex.

a. Daily Admission.

Child	(0-12 years)	\$3.00
Adolescent	(13-17 years)	\$4.00
Adult	(18 years & over)	\$4.75

b. Season Passes.

Child	(0-12 years)	\$55.00
Adolescent	(13-17 years)	\$65.00
Adult	(18 years & over)	\$70.00
Family		\$155.00

c. Party Fees.

Under 50 People	\$155.00	non-resident \$185.00
Over 51 People	\$195.00	non-resident \$235.00
Deposit	\$50.00 non-refundable (exception to weather)	

2. Skating Rink.

a. Daily Admission. \$3.00

b. Skate Rental. \$1.00

c. Party Fees.

Under 30 People	\$50.00	non-resident \$70.00
Over 31 People	\$65.00	non-resident \$85.00
Deposit	\$25.00 non-refundable	

d. Private Rink Rental (Non-skating). \$20.00/hour or \$100.00/day
 Deposit \$25.00 non-refundable

3. Ball Fields.

a. Youth leagues.	per child	\$15.00
b. American Legion	per team	\$225.00
c. Adult leagues.	per team	\$225.00
d. Private reservations	without lights	\$7.50/hour
	with lights	\$25.00/hour

13. Livestock barn	Commercial Rate	\$200.00 (8 hours)
	Hourly Rate ½ Barn	\$25.00/hr, 4 hr min)
14. Paved parking lot		
	unswept	\$100.00
	swept	\$150.00
15. Fairgrounds		
	Corporate events (e.g. picnics, customer appreciation days, etc.)	\$200.00
	For profit event	to be negotiated

City Facilities

Sunny Jim Bottomley City Park

29 acres
4 ballfields
2 playgrounds
5 shelter houses
swimming pool with water slide
roller skating rink
2 lighted tennis courts
4 lighted basketball courts
roller hockey court
ballfield with grandstand

City Lake Park

57 acre park
11 acre lake for fishing
shelter house
playground
1 mile walking trail
Saddle Club

City Fairgrounds

17.5 acres
annual Meramec Community Fair (June)
Freedom Festival (July 4th)
dog shows
pavilion and kitchen
stage

Hold Harmless For Use of City Facilities

To the fullest extent permitted by law, renter agrees to indemnify, defend and hold harmless the City of Sullivan, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or alternative dispute resolution costs arising out of, or related to renters use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of renter, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the renter or anyone for whose acts the renter may be liable, regardless or whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

We/I also agree not to allow entrance to the premises or use of the premises by anyone who has not previously been authorized for entrance for use of the premises or who has not previously agreed to the above Hold Harmless Agreement.

We/I also agree to pay for any damages to the premises and/or equipment caused by our use or negligence, excluding normal wear and tear of the premises or equipment.

We/I also agree to notify the City of Sullivan or the Sullivan Police Department of any damages or hazardous conditions immediately, and to discontinue use of the premises, until the condition can be corrected.

The renter shall purchase and maintain the following insurance:

Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.

Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the renter with a combined single limit of \$1,000,000 minimum.

Workers Compensation Insurance with statutory limits required by any applicable federal or state law and employers liability insurance with a minimum of \$1,000,000 per accident.

All policies of insurance must be on a primary basis, noncontributory with any other insurance and/or self-insurance carried by the City.

Prior to activities commencing the renter shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.

No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

All parties listed above MUST sign.

Signature: _____
Printed Name: _____
Date: _____

Signature: _____
Printed Name: _____
Date: _____

Signature: _____
Printed Name: _____
Date: _____