

ORDINANCE NO. 1101-09

AN ORDINANCE TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE BY PROVIDING POLICY AND PROCEDURE FOR PARK USAGE WITHIN THE CITY OF FOLEY

WHEREAS, there is a need to update the park usage Ordinance 830-05 to include the Horse Arena and the use of inflatable's, and

WHEREAS, there is a need to require applicants sign a hold harmless agreement before using the Horse Arena or Inflatable's

WHEREAS, these documents have been drafted by the City Attorney.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FOLEY, ALABAMA, as follows:

POLICY AND PROCEDURE FOR PARK USAGE ORDINANCE

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to reserve outdoor facilities at Foley's municipal parks and to establish a fee structure for such use to partially defray the cost of administering these services and the additional costs and expenses to maintain these parks.

This policy is applicable to all public parks listed below:

- John B. Foley Park
- Heritage Park
- Foley Kids Park
- Griffin Park
- Mel Roberts Park aka Cedar Street Park
- Aaronville Park
- Beulah Heights Park
- Foley Soccer Park
- Evans Park
- Foley Horse Arena

PERMITTED USE

Only the following uses and activities are permitted in City parks:

1. Performing Arts events when sponsored by a nonprofit organization for the benefit of the nonprofit organization or the public.
2. Weddings, catered receptions, and banquets.
3. Festivals. A "festival" shall be an event with the primary theme being subject of a national, ethnical, artistic, biographical or seasonal theme. Food may be offered in conjunction with a festival when sponsored by a nonprofit organization or public agency in compliance with permits and regulations of the City of Foley revenue office and the Baldwin County Health Department.

Non-profit organizations, when planning a public event, will be exempt from all fees; however; they are responsible for security, clean-up and any damage fees.

RESERVATIONS

A user is responsible for adhering to and complying with all rules and regulations pertaining to the use of city parks. Any violation may result in additional fees.

Reservations are on a first come, first serve basis. All fees are required in advance to secure your reservation. The dates requested cannot be guaranteed until payment is received.

Final event details must be submitted at least 2 weeks before the scheduled event. Details are to include all components of the event such as type of event, expected attendance, staging, tent usage, name of rental companies, entertainment, electricity needs, etc. (SEE ATTACHED APPLICATION FORM)

INFLATABLES

Any group or individual requesting to use an inflatable in a public park must complete the attached Inflatable Reservation and Hold Harmless Agreement (SEE ATTACHED FORM) and provide the required proof of insurance for the equipment.

HORSE ARENA

Any group or individual requesting to use the Foley Horse Arena must complete the attached Foley Horse Arena Hold Harmless Agreement (SEE ATTACHED FORM) and provide the required proof of insurance.

INSURANCE REQUIREMENTS

Any group or individual using a public park by signing the Application acknowledges the Agreement of the indemnity and hold harmless agreement. The City of Foley, at its discretion, reserves the right to require the group or individual to obtain a special event insurance policy.

Other fees may apply for personnel and damage to property.

PERMIT FEES

A usage fee of \$225 will be charged for 3 hours and \$75 for each additional hour. All fees include security.

ELECTRICAL/WATER

If electrical/water services are required a one time fee of \$50 will be charged. If a representative of the electrical department is called out after hours or on the weekend, the user will be charged a fee for service rate. All electrical needs should be taken care of with your City of Foley event coordinator prior to the event.

Only one event per day will be scheduled in each park.

Other fees may apply for personnel and damage to property.

SET-UP/CLEAN-UP

Set-up for events cannot begin before 7 a.m. Events involving entertainment or sound equipment must end by 9 p.m. Breakdown and clean-up must end by 10 p.m.

Clean-up must be done during the events as needed and litter picked up. All trash accumulated during the event must be placed in receptacles for city pick-up.

At the conclusion of the event, a representative of the City will inspect the area. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.

ALCOHOLIC BEVERAGES

ALCOHOLIC BEVERAGES ARE NOT PERMITTED IN PUBLIC PARKS.

RESTROOMS

Restroom facilities are not located in all of our parks. If portable toilets are to be used, please indicate this on your application form. Portable restroom facilities must be set-up and removed with 24 hours of the event. Location will have to be coordinated with the City of Foley Public Works Department or your City events coordinator.

The attached “Application for Permission to Use Heritage Park Pavilion” and the “Rules for Reserved Use of Heritage Park Pavilion” are made a part of this ordinance upon its adoption.

The terms and provisions of this ordinance are severable. If any part or portion of this ordinance is declared invalid, void, or unconstitutional, that portion shall be deemed severed, and the remaining portions of the ordinance shall remain in full force and effect.

All ordinances or parts of ordinances, in any manner conflicting herewith are hereby repealed.

This ordinance shall become effective upon its publication as required by law.

PASSED, ADOPTED AND APPROVED THIS 8th day of September, 2009.

John E. Koniar, Mayor

ATTEST:

A. Perry Wilbourne, CMC
City Clerk/Administrator

“I certify that the foregoing Ordinance was published in the Foley Onlooker, a newspaper of general circulation in the City of Foley, in its issue of _____.

A. Perry Wilbourne, CMC
City Clerk/Administrator

Return to:
City of Foley Parks Department
120 West Verbena Avenue
Foley, Alabama 36535
Phone: 251-971-6013
Fax: 251-943-7432

CITY OF FOLEY, ALABAMA
APPLICATION FOR PERMISSION
TO USE HERITAGE PARK PAVILION

Applications Must Be Received at Least Two (2) Weeks Prior to the Event.

NAME: _____

ADDRESS: _____

PHONE NO.: _____ FAX
NO.: _____

TYPE OF EVENT: _____

DESCRIPTION OF ALL ACTIVITIES/FACILITIES INVOLVED (include whether food or
beverages will be served, tents erected, music, power requirements, etc.):

_____.

DATE OF EVENT: _____

TIME OF EVENT: FROM _____ TO _____ (including set up and clean
up)

MAXIMUM NUMBER OF PERSONS: _____

**I have read and I understand the Rules on the reverse side which
govern my application and use of the Pavilion and Park, and I hereby agree
and consent to the same.**

SIGNATURE OF APPLICANT: _____
DATE: _____

NON-REFUNDABLE USAGE FEE DUE WITH APPLICATION:
\$225.00 minimum for first three (3) hours and \$75 per hour for each additional hour.

FOR CITY USE ONLY

Date Application and Fee Received: _____

Application is: Approved / Denied (circle one)

If Approved, Special Conditions (if any):_____.

If Denied, Date Fee Returned to Applicant: _____

City Official _____ (Name) Date:_____

_____ (Signature)

RULES FOR RESERVED USE OF HERITAGE PARK PAVILION

1. Applicants must be over 18 years of age, and permittees and their guests must fully comply with the requirements of any special conditions attached to the Permit, these Rules, all local ordinances, codes and regulations, as well as all state and federal laws. **Permittees must have a copy of the signed Permit with them at the event.**
2. Applications will be considered on a first come, first served basis from the actual date and time a completed application and fee are received by the City Parks Department. Fees must be paid by a check or money order in the proper amount four weeks in advance of the event.
3. The City reserves the right to deny a permit to anyone so it or another public agency can use the Pavilion or so the Pavilion can remain open to the general public. Use of the Pavilion is primarily for City of Foley residents or groups which are based in the City of Foley. The City reserves the right to deny a permit to anyone if it finds that the event is likely to be of an inappropriate character. The City reserves the right to deny a permit to anyone if it finds that the event is likely to be contrary to the public health, safety and welfare of the community or if it finds that the use is likely to damage the Park, the Pavilion, or other public property. The City will deny the issuance of a permit to any applicant or organization which discriminates against any person due to race, religion, sex, age, national origin, or disability.
4. Permittees shall make proper arrangements to clean all paper and other debris from the Park and the Pavilion and leave the Park and Pavilion in the same or better condition than when it was in prior to their event.
5. The following are **PROHIBITED** at the Park and the Pavilion: fires; grills; alcoholic beverages; fireworks and glass bottles.
6. **NO REFUNDS WILL BE GIVEN FOR CANCELLATIONS FOR ANY REASON.** Usage fees are non-refundable and non-transferrable for permits that are issued. If an application is denied, the usage fee submitted with the application will be returned.
7. The subleasing or transfer of a permit is prohibited.
8. The Permittee hereby agrees to indemnify and hold the City and its officers, employees and agents harmless for any and all claims for damages or injuries to persons or property resulting from the issuance of the permit or their use of the Park or Pavilion, and the Permittee will be responsible for the group's behavior and actions at all times.
9. The City assumes no liability or responsibility for loss of property or for injury or damage to person or property that may be sustained while on the Park or Pavilion premises, and the Permittee hereby releases and agrees to hold the City harmless from the same.
10. The City expressly disclaims any warranty or representation as to the suitability or condition of the Park or the Pavilion, and the Permittee and Permittee's guests enter at their own risk.
11. Permittee shall provide adequate and sanitary portable restroom facilities from a company licensed by the Baldwin County Health Department in such quantity and type as required by all applicable federal, state or local laws. Said portable restroom facilities are required to be present and operational at all times during the event, but they may be installed immediately prior to the scheduled event and removed within a reasonable time after the conclusion of the event without incurring additional rental charges from the City. All portable restroom facilities shall be relocated or moved at the request of the City to minimize their disruption on the public or their unsightliness. The Permittee is responsible for contacting the Baldwin County Health Department to find out if they comply with the Health Department's rules and regulations.
12. The Permittee shall obtain all necessary permits or approvals from the Baldwin County Health Department prior to the event.
13. If a tent or other temporary facility will be used or erected in the Park, the Permittee shall obtain all necessary permits or approvals from the City of Foley Building Inspection Department prior to the event. A Permittee is allowed to erect or locate a tent or temporary structure immediately prior to the scheduled event and to leave the tent or temporary structure in place after the conclusion of the scheduled event for a reasonable time without incurring additional rental charges from the City so long as its presence does not conflict or interfere with the City's, the public's, or another permittee's use of the Park or the Pavilion.
14. The permit is a revocable license to the Permittee to use the Pavilion at the time and in the manner specified on the application. The permit may be revoked or terminated at any time by the City if the Permittee breaches any of these Rules, violates any other laws, ordinances, rules, or regulations, or if the City, in the exercise of its sole and absolute discretion, deems it necessary to revoke the permit to ensure the public's health, safety, welfare, or enjoyment of the public property.
15. No nails, tacks, brackets or self-adhesive tape will be allowed on or in walls, ceiling, floors or any material that will deface, mar or damage a finished surface. (This includes silly string.) No painting of any type will be permitted. Only wax based or mechanical waxed based candles will be allowed. No decorations and/or banners will be placed on the pavilion prior to the day and

time of use as outlined in the Application form. All decorations will be removed from the pavilion at the end of rental hours. Any person(s) caught damaging or defacing any part of the pavilion will be prosecuted to the fullest extent of the law.

16. Permission will be required for any person or group to bring onto the pavilion and use an electrical device with special power requirements.
17. Religious groups may use the pavilion but will not be permitted to use the facility as a permanent sanctuary on a regular Sunday or weekday basis. The pavilion will not be used for funerals or other related activities.
18. The Permittee is responsible for pavilion area to be cleaned up after use. Garbage cans are available upon request.

RESERVATION AND HOLD HARMLESS AGREEMENT
(Inflatable Children’s Entertainment Devices)

The City of Foley, an Alabama municipal corporation (hereinafter the “City”), and _____ (“User”), on this ____ day of _____, 200__, hereby agree as follows:

1. Facilities and Uses. User has hereby reserved, and User is hereby granting a limited, non-exclusive license to use the following areas and/or facilities of the City:

(the “Licensed Facilities”) for the purpose of having a party with an inflatable entertainment device, water slide or “moonwalk” (hereinafter generically referred to as the “Equipment”). The City will not allow the User to have said Equipment on the Licensed Facilities except under the terms contained herein.

2. Period. The license and reservation made herein is only for the following date(s) and times:

Date: _____; Beginning time: _____; Ending time: _____.

Set up of the Equipment cannot begin before the 7 a.m., and removal of the Equipment must be complete by the 10 p.m. on the date indicated.

3. Provider. The Equipment will be provided by _____ (“Owner”) whose address and _____ phone number is _____.

4. Insurance. The User is responsible for advising the Owner and ensuring that, as a condition precedent to this license, that the Owner names the City as an additional insured on the Owner’s policy of liability insurance. The User is responsible for providing proof of adequate insurance acceptable to the City.

5. Indemnity; Hold Harmless; Release. The User agrees that the City is to be free from any and all liability or potential liability, and in consideration for the granting of this license by the City, the User hereby agrees and will forever release, defend, indemnify and hold harmless the City and its officers, employees and agents from all liability, claims, losses, costs (including attorney’s fees and court costs), damages and expenses of any kind and nature by reason of property damage, personal injury or death to persons from whatever cause which arises from, is related to, or otherwise would not have occurred but for the User’s exercise of its rights under this License, including, but not limited to, injury, damages or death arising out of or related to the Equipment or any other use by User or injury, damages or death arising out of or related to the condition, maintenance or dangers associated with the Licensed Facilities. User’s obligations hereunder extend to cover injury, damages or death to User, User’s invitees, agents, representatives, employees, participants, spectators, and to any other persons who are present on the Licensed Facilities. User’s obligations hereunder continue to exist in full force and effect even in the event that the City is alleged or deemed to be negligent or otherwise in breach of some duty.

City of Foley, Alabama:

User:

By: _____
Its.: _____

Signature

Print Name

RESERVATION AND HOLD HARMLESS AGREEMENT
FOLEY HORSE ARENA

The City of Foley, an Alabama municipal corporation (hereinafter the “City”), and _____ (“User”), on this ____ day of _____, 200__, hereby agree as follows:

1. Facilities and Uses. User has hereby reserved, and User is hereby granted a limited, non-exclusive license to use the Foley Horse Arena for the purpose(s) of _____ (the “Permitted Use”).

2. Period. The license and reservation made herein is only for the following date and times: Date: _____; Beginning time: _____; Ending time: _____.

3. Indemnity; Hold Harmless; Release. The User agrees that the City is to be free from any and all liability or potential liability, and the User hereby agrees and will forever release, defend, indemnify and hold harmless the City and its officers, employees and agents from all liability, claims, losses, costs (including attorney’s fees and court costs), damages and expenses of any kind and nature by reason of property damage, personal injury or death to persons from whatever cause which arises from, is related to, or otherwise would not have occurred but for the User’s exercise of its rights under this License, including, but not limited to, injury, damages or death arising out of or related to the Permitted Use or any other use by User or injury, damages or death arising out of or related to the condition, maintenance or dangers associated with the Licensed Facilities. User’s obligations hereunder extend to cover injury, damages or death to User, User’s invitees, agents, representatives, employees, participants, spectators, and to any other persons who are present on the Foley Horse Arena because of User’s activities hereunder. User’s obligations hereunder continue to exist in full force and effect even in the event that the City is alleged or deemed to be negligent or otherwise in breach of some duty.

Signature

Print Name