

MEMORANDUM



DATE: November 21, 2016
TO: Bruce DeGroot , Chair, F&A Committee
FROM: Michael Geisel^{MSJ}, City Administrator
RE: Chesterfield Valley Athletic Complex

As we have discussed, amongst others, the City of Chesterfield enjoys a solid and valuable relationship with both the Chesterfield Baseball & Softball Association (CBSA) and Ascension Athletic Association (AAA). These entities combine under the umbrella organization, the Chesterfield Athletic Association as the original equity partner of the City for the Chesterfield Valley Athletic Complex. Both organizations remain strong, are our largest facility users and serve the Chesterfield Community to ensure that area youth have vibrant athletic leagues. For the most part, the City of Chesterfield operates as a facility provider, renting fields to organizations who do the hard work of registering children, creating leagues, schedules, providing umpires, and all other associated work. They work very closely with our parks staff.

As you also know, the current contract with these organizations is due to expire in 2019. This contract provides for preferred user status which includes priority scheduling and preferred pricing for the CVAC facilities. These organizations are clearly the backbone of youth athletics using the CVAC. Each of these organizations have contributed significant capital to improvements at the CVAC, over and above their charged field rentals.

City Staff works closely with CBSA and AAA and we meet regularly. These organizations are continuously working to develop their long term plans and strategies. Accordingly, each of these organizations need to be able to with these In order to allow ample time for long term planning, they desire that the contract with the City be extended. City staff acknowledges the critical role that these organizations play and acknowledges the impact of the steady player population that they provide to use the CVAC. **Staff recommends that the City Council consider extending the existing contract with both of these organizations for an initial term of five years, with an additional automatic five year extension unless either party elects to "opt out". I request that the Finance and Administration Committee consider this recommendation and forward a favorable recommendation to City Council such that it could be acted upon at the December 5th meeting of Council.**

If you have any questions or require additional information, please advise.

Cc Tom McCarthy, Director of Parks, Recreation and Arts

Mike:

This is the CBSA\Ascension revised contract that you previously signed. I should have had you sign two originals, as one was supposed to go back to CBSA. There are no changes and no edits. I just need a second original.

Please sign and return to me.

Thanks.

✓ MGLS
→ BEISEL
2/26/15

**COOPERATIVE AGREEMENT BETWEEN THE CITY OF
CHESTERFIELD, THE CHESTERFIELD ATHLETIC
ASSOCIATION, CHESTERFIELD BASEBALL AND SOFTBALL
ASSOCIATION AND ASCENSION ATHLETIC ASSOCIATION**

This agreement, made and entered this 3rd day of February, 2015 by and between the City of Chesterfield, Missouri (hereinafter referred to as "City") and the Chesterfield Athletic Association, (hereinafter referred to as "CAA"), Chesterfield Baseball and Softball Association (hereinafter referred to as "CBSA") and Ascension Athletic Association (hereinafter referred to as "AAA").

Whereas The City of Chesterfield owns, operates, and maintains an athletic complex located at 17925 North Outer Forty Road, and is known as the Chesterfield Valley Athletic Complex (CVAC) for the benefit of its residents; and,

Whereas the Chesterfield Athletic Association, the Chesterfield Baseball and Softball Association, and Ascension Athletic Association have successfully cooperated to provide premier facilities and recreational programs for a substantial number of Chesterfield residents; and,

Whereas the Chesterfield Athletic Association and the City of Chesterfield consummated a real estate transaction on April 27, 2000 providing for the conveyance of real estate to the City of Chesterfield for the creation of the Chesterfield Valley Athletic Complex; and,

Whereas the Chesterfield Baseball and Softball Association and Ascension Athletic Association have been the largest user groups, of the Chesterfield Valley Athletic Complex since its inaugural opening in 1999; and,

Whereas the Chesterfield Baseball and Softball Association and Ascension Athletic Association provide opportunities for large numbers of Chesterfield youth and are therefore preferred user groups, of the Chesterfield Valley Athletic Complex since its inaugural opening in 1999; and,

Whereas the City and CCA entered into a Real Estate Contract dated April 27, 2000 ("Contract") pursuant to which CCA agreed to sell and City agreed to purchase approximately 25.77 acres of land, which became a part of the Chesterfield Valley Athletic Complex (CVAC). Section 5(ii) of The Real Estate Contract required that, prior to closing on the Contract, the City and CCA to enter into the Declarations and Covenants to a Cooperative Agreement between the City and the Chesterfield Community Association ("Prior Cooperative Agreement"), replacing the original 1996 Cooperative Agreement. The City and CCA hereby terminate the Prior Cooperative Agreement and enter into a new agreement ("New Cooperative Agreement") as herein stated. The original Real Estate Contract will not be terminated.

Whereas the parties acknowledge that Chesterfield Athletic Association (CCA) is collectively made up of two (2) equity members, Chesterfield Baseball and Softball Association (CBSA) and Ascension Athletic Association (AAA). The parties acknowledge and agree that for the purposes of establishing rights and responsibilities under the terms of this new Cooperative Agreement, it is desirable to identify each equity member separately. Because of CCA's rights under the current Cooperative Agreement and since CCA serves the residents of Chesterfield, the CBSA and AAA will hereinafter be referred to as Preferred User Group individually or Preferred User Groups collectively.

NOW THEREFORE, in consideration of the promises, agreements, covenants set further herein, the parties agree as follows:

1. TERMINATION OF PRIOR AGREEMENT

The City and CCA hereby terminate the prior Cooperative Agreements and enter into a new agreement ("New Cooperative Agreement") as herein stated.

2. PRIORITY SCHEDULING:

Preferred User Groups shall be granted first priority scheduling for the use of the CVAC, for the purposes of conducting adult and/or youth athletic leagues and practices associated with the league use. ("Priority Scheduling"). Priority scheduling does not

include special events, camps, schools, tournaments, charitable events, or events that the City partners or sponsors. Said Priority Scheduling is conditioned upon:

In addition to participants who are residents of the City of Chesterfield, athletic league rosters may consist of participants from surrounding areas. League programs must be comprised of more Chesterfield residents than any other municipality, or unincorporated portion of a County. Upon request by City, Preferred User Groups shall provide to City, proof that athletic league rosters are comprised of more Chesterfield residents, residents than any other municipality, or unincorporated portion of a County. As defined for CBSA, League programs refers to American and Training leagues for both softball and baseball.

In order to enjoy its' Priority Scheduling, Preferred User Groups shall submit all scheduling requests to the City in the following manner:

SPRING PROGRAMS: For all spring and summer programs, ("Spring Programs") schedules shall be provided as follows:

Preliminary Schedules for Spring Programs shall be submitted by November 15th of each calendar year or, if not so submitted, Preferred User Groups previous year's actual schedule for the Spring Programs shall be deemed as the submitted Preliminary Schedule.

Final Reservation Schedules for Spring Programs shall be submitted no later than February 1st of each year. Fifty percent (50%) of the total rental fee is due and payable with submission of the final reservation schedule and under no circumstances later than February 1st of each calendar year. In the event that the final reservation schedule or payment is not received by this time, the City reserves the right to initiate scheduling with alternative users.

Final Financial Commitment Schedule for Spring Programs shall be submitted, along with the payment for such scheduled games, not later than April 7th of each calendar year. In the event that the final commitment schedule or payment is not

received by April 7th, the City reserves the right to contract with alternative users.

Preferred User Groups shall be permitted in all of the schedules to submit intermittent dates for make-up games due to rainouts as defined in Paragraph 5 below. Preferred User Groups shall not be required to remit payment to City for such dates, as same may not be utilized.

FALL PROGRAMS: For all of the Preferred User Groups fall and winter programs, ("Fall Programs"), schedules shall be provided as follows:

Preliminary Schedules for Fall Programs shall be submitted by March 15th of each calendar year or, if not so submitted, Preferred User Groups previous year's actual schedule for the Fall Programs shall be deemed as the submitted Preliminary Schedule.

Final Reservation Schedules for the Fall Programs shall be submitted by July 1st of each year. Fifty percent (50%) of rental fee is due and payable with submission of the final reservation schedule and under no circumstances later than July 1st of each calendar year. In the event that the final reservation schedule or payment is not received by this time, the City reserves the right to initiate scheduling with alternative users.

Final Financial Commitment Schedule for Fall Programs shall be submitted, along with the payment for such scheduled games, not later than September 1st of each calendar year. In the event that the final commitment schedule or payment is not received by September 1st, the City reserves the right to contract with alternative users.

Preferred User Groups shall be permitted in all of the schedules to submit intermittent dates for make-up games due to Rainouts as defined in Paragraph 5 below. Preferred User Groups shall not be required to remit payment to City for such dates, as same may not be utilized.

Priority Scheduling shall be enjoyed by the Preferred User Groups as herein provided.

The City shall make every reasonable effort to accommodate those changes or additions to the schedule that occur between the time that the Preliminary Schedules and the Final Schedules are submitted. However, the City does not guarantee to accommodate any such changes, and the Preferred User Groups recognize that City shall be scheduling other events and alternative users to maximize the City's use of the Chesterfield Valley Athletic Complex.

3. FACILITIES:

Preferred Users shall abide by the CVAC Rules and Responsibilities ("Exhibit A") and Park Rules and Regulations ("Exhibit B"), both of which may be revised by City from time to time.

4. TERM:

The Term of the Preferred User Group's Discount (as defined below) is up to and including the 2019 calendar year unless extended as herein provided.

The term of the Preferred User Group's Priority Scheduling shall run with the discount period. It is the intent of all parties that this cooperative priority scheduling relationship shall continue following the discount period, automatically renewable on an annual basis with the mutual consent of both parties, with the exception that the financial discounts will be discontinued after the calendar year 2019.

5. RENTAL RATES AND DISCOUNT:

Preferred User Groups, must be comprised of more Chesterfield residents than any other municipality or unincorporated portion of A county, as discussed in Paragraph 2 of Section 2, above, shall be entitled to use the CVAC at the Residential Rental Rates for league play and related practices, as herein provided.

The City shall periodically review and establish its field rental rates. The review shall include a comparison of rental rates to other rates in the market.

The City reserves its right to establish rental agreements and independent rates for special events, camps, schools, tournaments, charitable events, or events that the City partners or sponsors. This agreement does not limit the City's abilities to contract with other entities for use of the Chesterfield Valley Athletic Complex.

The City agrees that it will not offer or charge other users a rental rate less than those offered to Preferred User Groups, with or without The Discount (defined below) for similar league or practice use. If such rate is so provided to another user, then Preferred Users shall also receive the benefit thereof prior to The Discount (defined below) being calculated in. This provision is applicable for league and related practice usage. This provision is not intended to limit or restrict the City with regard to rental agreements and independent rates for special events, camps, schools, tournaments, charitable events, or events that the City partners or sponsors.

Effective January 1, 2013, CBSA shall receive a discount from the Residential or other applicable Rental Rates for CBSA's usage of the CVAC. The discount to the applicable Rental Rates shall be \$50,000.00 per year, up to and including the 2019 calendar year ("The Discount").

Effective January 1, 2013, AAA shall receive a discount from the Residential or other applicable Rental Rates for AAA's usage of the CVAC. The discount to the applicable Rental Rates shall be \$50,000.00 per year up to and including the 2019 calendar year.

Except as otherwise herein provided, Preferred User Groups shall receive The Discount from the City in the form of a credit toward any rental payment sums due to the City from Preferred User Group in any given calendar year.

The Discount is to be credited against the first sums due and

payable to the City from Preferred User Group in a calendar year. Thereafter, for any scheduled events by Preferred User Group, after having received The Discount credits toward its deposits or fee usage, Preferred User Group shall remit any or all amounts due and payable as defined in the terms of this agreement for usage of the complex. The actual discount provided shall be deducted from the calculated rental payments due by Preferred User Group and any amounts remaining shall be remitted to the City for the continued usage of the CVAC in that year.

If Preferred User Group does not schedule the use of the CVAC fields in any given year in an amount sufficient to warrant the receipt of the full value of The Discount, \$50,000 of rental revenue, then said Preferred User Group shall forfeit any unused portion of the discount not so utilized, and same shall not be able to be recouped in any subsequent year.

The City, however, specifically exempts from any rental rate schedules, upon which Preferred User Groups applicable rental rates are determined, special events, programs, camps tournaments, schools, charitable agencies, any events that the City sponsors or partners in.

The City shall not allow any outside agency, individual or entity, to use the Preferred User Groups to obtain preferred rental rates.

The Preferred User Groups may not transfer or assign rental rates or their discount.

Preferred User Groups shall be the only entities entitled to Preferred User Group rental rates and shall not transfer and/or submit the facilities or allow outside agencies to use Preferred User Group as any kind of straw party or agent.

Preferred User Groups agree that this Agreement shall not be assigned, without City's written agreement and any attempt of assignment by Preferred User Groups shall be null and void.

In the event that CBSA dissolves or becomes defunct for

whatever reason, the benefit of this Declaration or any of the field discounts (the Fifty Thousand Dollar annual discount) under this Agreement are not assignable except as herein provided. For the purposes of this Agreement if CBSA dissolves the City shall have no further obligation to CBSA. The proposed field discount is not to be considered as having any cash value and is only an obligation under the terms of this Agreement.

In the event that AAA dissolves or becomes defunct for whatever reason, the benefit of this Declaration or any of the field discounts (the Fifty Thousand Dollar annual discount) under this Agreement are not assignable except as herein provided. For the purposes of this Agreement if AAA dissolves the City shall have no further obligation to AAA. The proposed field discount is not to be considered as having any cash value and is only an obligation under the terms of this Agreement.

6. RAINOUTS:

The parties understand and acknowledge that from time to time it will be necessary to shut down the athletic fields for use. The parties agree that rainouts will be considered those times which the fields are closed when City, as owner, prohibits the use of the fields because of rain and rainouts shall not be considered shut down periods when a league or Preferred User Group "elects" not to play. To the extent possible, rainouts will be used as times for which the fields will be considered at rest, when possible, on the schedule.

7. INSURANCE:

Preferred User Groups shall maintain, during the term of this Agreement, at its own expense, insurance as follows: A comprehensive general liability insurance to include premises/operations, products, personal injury, completed operations, incidental malpractice and contractual coverages and liquor liability coverage with a minimum limit of Two Million Dollars (\$2,000,000.00) combined for any single occurrence and Three Hundred Thousand Dollars (\$300,000.00) for any single person per occurrence and for property damage. The above coverages

must be written by an insurer having an AM Best and Company Rating of at least A +. Said liability and insurance must cover the premises herein named and all of the activities pertaining to CCA.

Certificates of insurance shall be filed with the City prior to commencement of this Agreement and provided annually hereafter and Preferred User Groups shall submit, during the course of this Agreement, at least fifteen (15) days prior to the expiration of any insurance policy, a certificate indicating and evidencing either a renewal or a new policy. City shall be named as an additional insured and it shall provide that the insurer shall, at least thirty (30) days prior to the expiration, amendment, or cancellation of any such policy, give the City notice in writing of such expiration, amendment, or cancellation.

7. INDEMNIFICATION:

Preferred User Groups shall, at their sole cost and expense, indemnify, hold harmless and protect the City, including its officers and employees, from and against any and all claims, damages, costs or expenses, including court costs and reasonable attorney's fees, for any claims arising out of Preferred User Groups use and activities under this Agreement. This indemnification is not applicable to challenges to the City's authority to enter in this Agreement or its terms.

8. ROUTINE OPERATIONS AND MAINTENANCE:

It is understood and agreed that City shall pay for all salaries, equipment, materials, and supplies necessary for the operation of the CVAC. Preferred User Groups shall not be required to expend any monies whatsoever for nominal costs of operating the facility. Chesterfield shall operate and maintain the facilities and the complex in accordance with the rules and regulations established by the St. Louis County Health Department and shall comply with all applicable governmental requirements. The City shall keep the premises in a clean and orderly condition and shall see to the proper collection of waste, garbage, and other debris.

9. DISORDERLY CONDUCT:

Preferred User Groups agree that they will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its members or those associated with Preferred User Group.

10. CONTINUOUS USE:

City agrees to continue to use the CVAC as a sports complex for use by Preferred User Groups in accordance with the terms set out herein until 12/31/2019 or as extended hereunder.

If City fails to continue the use of the CVAC for any reason, other than a sale or lease of the CVAC (in whole or part), then the City is obligated to extend the Term of the Discount as defined in Paragraph 3 above beyond 2019 for each season or year that the CVAC is not able to be used by the Preferred User Groups were therefore unable to receive The Discount.

However, upon the sale or lease of the CVAC (in whole or part), to an alternative user, then the City shall remit the remaining amount of The Discount due to Preferred User Groups on an annual basis (not to exceed \$50,000 per year). The maximum payments due will be for the remaining number of years to the original term as defined in Paragraph 3 above. However, if there is a sale or lease for an alternate use that prohibits the Preferred User Group its use under this Agreement and to the extent the City receives compensation therefore, Preferred User Group will receive its remaining discount at the time of sale or lease. Both parties acknowledge that the City Council must appropriate any amounts due under this provision.

If at any time after the Term as defined in Paragraph 3 above, City desires not to use the CVAC as a sports complex, then neither party shall have any obligations to the other under this Agreement except as recorded documents reflect.

11. BINDING EFFECT:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assignors. In addition, the parties expressly agree that the covenants and obligations imposed with respect to the use of the land under this Agreement shall run with the Land for the term set out herein.

12. NOTICES:

All notices and other communications required, permitted or desired to be given hereunder shall be in writing and shall be mailed by registered or certified mail, postage pre-paid, return receipt requested, or delivered by hand-delivery against receipt, or delivered by overnight delivery service to the following addresses:

If to CAA:

Michael Hejna, President
17814 Greyabbey Court
Chesterfield, MO 63005

If to CBSA:

Julie Peterson- Administrator - CBSA
Chesterfield Baseball & Softball Association
PO Box 991
17925 North Outer Forty Rd
Chesterfield, MO 63006

If to AAA:

Cory Kirwan, President
16774 Chesterfield Farms Drive
Chesterfield, MO 63005

With a copy to:

Charles Clemens, Vice President
15282 Signal Knob Court
Chesterfield, MO 63005

If to City:

Michael G. Herring, City Administrator
690 Chesterfield Parkway West
Chesterfield, MO 63017

With a copy to:

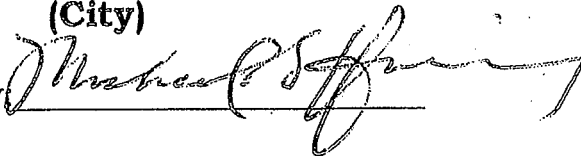
Michael O. Geisel, Director of Public Services
690 Chesterfield Parkway West
Chesterfield, MO 63017.

13. GENERAL PROVISIONS

- (a) In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
- (c) Preferred User Groups and the City agree that this Agreement may be recorded in the Office of the Recorder of Deeds for St. Louis County, Missouri.
- (d) The section headings or captions appearing in this Agreement are for convenience of reference only, are not a part of this Declaration and are not to be considered in interpreting this Agreement.
- (e) This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by a further agreement in writing signed by the parties hereto.
- (f) This Agreement may be executed in any number of counterparts, each of which will, for all purposes, be deemed to be an original, and all of which are identical.

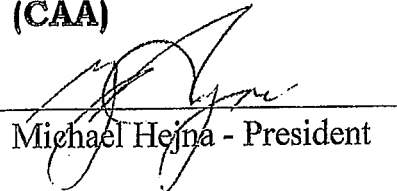
IN WITNESS WHEREOF, City of Chesterfield, CAA and AS have executed this Agreement by their respective duly authorized representative effective as of the day and year first above-written.

City of Chesterfield
(City)

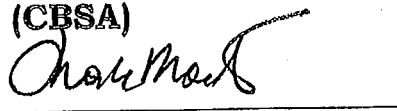
By: 

Michael G. Herring - City Administrator

Chesterfield Athletic Association
(CAA)

By: 
Michael Hejna - President

Chesterfield Baseball and Softball Association
(CBSA)

By: 
Thomas Martin - President


Ascension Athletic Association
(AAA)

By: _____

Cory Kirwan – President

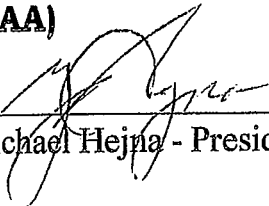
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City of Chesterfield
(City)

By: 

Michael G. Herring - City Administrator

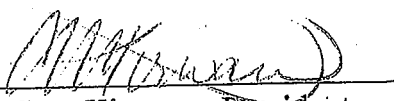
Chesterfield Athletic Association
(CAA)

By: 
Michael Hejna - President

Chesterfield Baseball and Softball Association
(CBSA)

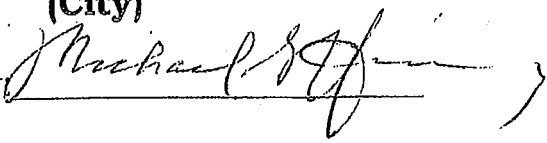
By: _____
Thomas Martin - President

Ascension Athletic Association
(AAA)

By: 
Cory Kirwan - President

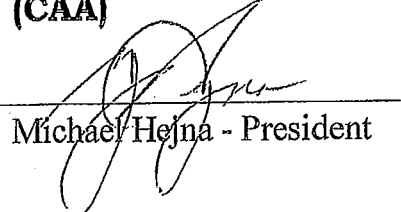
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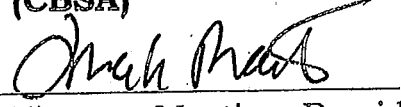
By: 

Michael G. Herring - City Administrator

Chesterfield Athletic Association
(CAA)

By: 
Michael Hejna - President

Chesterfield Baseball and Softball Association
(CBSA)

By: 
Thomas Martin - President

Ascension Athletic Association
(AAA)

By: _____

EXHIBIT A

Chesterfield Valley Athletic Complex Rules and Regulations

GENERAL RULES

A. Reservations/Permit:

1. Information regarding rental of fields at the CVAC may be obtained by contacting the City's Recreation Manager of Facilities at (636) 812-9511 during regular business hours from 8:30a.m.-5:00p.m. on Mondays through Fridays.
2. Field usage is by permit only, unless otherwise designated by the City.
3. The following priorities have been established to ensure the fairest distribution of field usage: City of Chesterfield Programs and/or Partnerships; Returning Users/Organizations that are in good standing; all other users.
4. Both lit and non-lit sports fields (baseball/softball, football, multi-purpose, and soccer) at the CVAC are available by permit for usage by the public when not otherwise scheduled by the City.
5. To reserve a field(s), there must be ten (10) days notice. Sometimes it is possible to accommodate individuals or groups in less time but the best results will be with reservations requested a minimum of ten (10) days prior to the desired date(s) and time(s).

Reservations for field use on an upcoming weekend (Friday evening, Saturday, and Sunday) must be made no later than Thursday by 5:00p.m. of the prior week.

6. During non-prime hours, sports fields are available for reservation and use for a minimum of one (1) hour. During prime hours, fields may only be reserved in two (2) hour increments.

PRIME HOURS are defined as 5:00p.m.-10:00p.m., Monday through Friday and 8:00a.m.-10:00p.m. on Saturdays, Sundays and Holidays. The CVAC Season will range from March through November; weather dependent.

7. The permit and the responsible party (person(s) 21 years of age or older, who officially rented the field(s)) **MUST** be on-site when the field(s) is/are being used. Failure to comply may result in the forfeiture of the permit.

8. The usage of the CVAC shall be subject to the approval of a permit application, and shall be subject to the fees and conditions outlined in the CVAC "Rental Rates".
9. In order to qualify and receive the resident discounted rate, a minimum of one of the following must take place:
 - a) Applicant **MUST** be a Chesterfield resident and/or an organization based in Chesterfield that is recognized by the City.
 - b) League, team or individual **MUST** have a minimum of 51% of its participants being Chesterfield residents.
 - c) Applicant **MUST** submit a current/valid roster(s) that include names and addresses of all participants indicating residents and non-residents.
 - d) Applicant will be charged the general rate (non-resident rate) until a current/valid roster has been verified, approved and on file with the City.
 - e) Any group, organization, individual who cannot verify residency percentages, will be charged the General Rate.
10. Dates and times must be made in blocks for consecutive dates and times unless otherwise approved by the City. Failure by Lessee to adhere to this policy will result in the Lessee being charged for any gaps in the schedule.
11. In the event of inclement weather and/or unplayable field conditions; the decision to cancel the use of the field(s) shall be at the sole discretion of the City. City staff may include information gathered with a soil moisture meter to determine the playability of fields in question. In this situation, the City will make alternate time(s) and date(s) available for make ups at no charge to the Lessee.
12. The Lessee shall leave the field(s) and surrounding areas in a clean, neat condition. All trash and debris must be picked up and deposited into the proper trash receptacles (recycling is highly recommended). If it is necessary for the City to provide cleaning services following the reserved activity, the Lessee may be charged an additional fee of \$25.00 per field per day, and will review whether to permit future use by the Lessee.
13. The reservation is for the designated field(s) only, unless otherwise specified on the permit. The use of the field(s) is limited to the activity specified on the permit (i.e. soccer reservations must take place on the specified soccer fields or field as assigned.). If the Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees, utilize fields not designated on the permit, the Lessee will be charged for the usage of said fields.

14. The City reserves the right to schedule more than one (1) event, league, or tournament at a time, subject to field availability.
15. No apparatus or equipment may be located at the CVAC unless the use and location of equipment has received prior written approval and the facility permit contains that approval.
16. Unless specifically stated on the permit, it is understood that the gathering to be held is not a fundraiser. Also, that no admission/parking fee is to be charged; no tickets will be sold or collections taken; and that no items or services will be sold.
17. The City reserves the right to postpone, cancel or delay any activity at the CVAC.
18. The City must approve all tents, inflatables and canopies within the CVAC.
19. The sale of any merchandise and/or other novelties shall have the prior approval of the City.
20. The usage of the CVAC is non-transferable and no sublet shall be initiated by the Lessee.
21. The City reserves the right to allocate and/or assign all field(s) designations.
22. The City does not allow the charging of admission fees, sale of goods or services, or public solicitation on or in the CVAC without the expressed written consent of the City.
23. Lessee shall be responsible for providing first aid, cool down stations, etc. for all its participants, agents, volunteers, employees, assigns, successors, invitees, and licensees.

B. Facility Usage

1. The City through its representatives, agents, and employees, reserves the right to control all activities at the CVAC and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.
2. The City through its representatives, agents, and employees, may revoke any permit previously granted at any time if it is determined that the application for permit contained any of the following: Any misrepresentation and/or false statement; any condition set forth in the policies governing the permit requested is not being complied with; the safety of the participants in the

activities of the applicant and/or other patrons of visitors to the CVAC is endangered by the continuation of such activity.

3. Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.
4. The Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees, agree to abide by all federal, state, county and municipal laws and ordinances.
5. Lessee is responsible to see that **ALL** activities are properly controlled; **ALL** rules are enforced, and **MUST** have a designated person(s) of authority on site at the CVAC at **ALL** times during activities.
6. Lessee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees and licensees.
7. No private property may be placed on or at the CVAC without the expressed written consent of the City. The City will not assume any responsibility for any private property that may be approved for placement.
8. The City reserves the exclusive right to all concession and vending at the CVAC. The Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees shall not bring in outside food and/or beverages into the CVAC.
9. The City prohibits the use of all types of tobacco products (pipes, cigars and cigarettes) or "vaping" with e-cigarettes, on any City owned property.
10. The City does not allow the use of golf carts and/or utility carts on or in the CVAC without the expressed written consent of the City.
11. The City does allow dogs at the CVAC, however they **MUST** be kept on a leash at all times, well behaved and cleaned up afterwards.
12. The City shall have the sole right to determine any and all decisions regarding the condition of the CVAC.
13. Only City personnel will be allowed to work on and prepare fields.
14. All CVAC policies are subject to the discretion of the City. The City reserves the right to modify or waive any policy as it deems necessary and in the best interest of the City.

15. Failure to comply with CVAC rules and regulations as well as the City's Park rules and regulations may result in the cancellation of the reservation(s), forfeiture of all fees/deposits, and forfeiture of the right to use the CVAC in the future. Permits are revocable at any time for violation of rules, ordinances, federal, state, county or local laws.

C. Liability/Insurance:

1. The City will not be liable for any claims of injury for damages resulting from or arising out of the use of the CVAC or premises adjacent thereto and the Lessee agrees to indemnify the City and hold it harmless against any and all such claims, damages, losses, and expenses.
2. If requested by the City, the Lessee shall carry the following standard insurance policies along with their respective minimum coverage amounts required:
 - a) Commercial General Liability Policy:
 - General aggregate of \$2,500,000
 - Minimum of \$500,000 per occurrence
 - Coverage shall be at least as broad as the most current ISO CG form (as of the writing of this from ISO CG 00 0196)
 - No coverage shall be deleted from standard policy without notification of individual exclusions being attached for review and accepted by the City.

The following are general requirements, which are applicable to all policies:

- i. General Liability shall be written by a carrier with an AM Best Rating of A:VII or higher in accordance with the Best Key Rating Guide.
- ii. Only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted.
- iii. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- iv. Claims-made policies will not be accepted.
- v. The City, its officials, agents, servants, representatives, volunteers, subcontractors, and employees, are to be added as "Additional Insureds" to the General Liability Policy. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, agents, servants, representatives, volunteers, subcontractors and employees.

- vi. Certified copies of all insurance policies and/or certificates of insurance shall be furnished to the City without cost to the City prior to the scheduled complex usage.

LEAGUE RULES

1. These rules are in addition to the *General Rules* and in the event that there are conflicts between the *League Rules* and the *General Rules*, the *League Rules* shall take precedence.
2. Individuals and/or organizations interested in renting any part of the CVAC for league use shall submit a written request to the Recreation Manager - Facilities or designated City representative by January 1st for the year in which the request are being made. Requests shall include the following in order to be considered complete and ready to schedule:
 - a) Name of League Director
 - b) League Director address and phone number
 - c) Requested dates, times, start date, end date, off dates, makeup dates, and number of fields requested
 - d) Anticipated number of teams to participate
 - e) Age group(s) of teams participating
 - f) Special needs (i.e. mounds, pitching machines, goals, lined fields, etc.)
 - g) Field dimensions
 - h) Requested times and dates must be made in blocks for consecutive dates and times unless otherwise approved by the City

Incomplete requests or request received after the deadline could result in the request being denied. If two or more individuals or organizations are requesting the same time(s), date(s), and field(s), the Recreation Manager - Facilities or other designated City representative will revert to the City's priorities listed above.

3. Each league shall designate to the City one (1) individual as League Director, who at all times shall have the authority to act on the behalf of the league. This individual shall work with the designated City representative on all activities associated with the leagues usage of the CVAC (permits, fees, schedules, rosters, insurance, etc.)
4. A City representative(s), at their discretion, shall be allowed to attend and speak to the Board of Directors and a managers/coaches meeting prior to the start of the season. Failure of the Lessee to adhere to this policy will result in the immediate termination of their contract and the forfeiture of their use of the CVAC for the season.

5. If the Lessee does not adhere to the submitted schedule, where activities were scheduled in blocks for consecutive dates and times, the Lessee will be charged for any and all gaps in the schedule, unless otherwise approved in writing by the City.
6. Leagues shall comply with **ALL** insurance requirements as specified above, and shall submit the certificates of insurance to the City prior to the start of the season.
7. In the event that the league/individual shall cancel any scheduled date(s) or times, for any reason other than inclement weather (as determined by the City), the league/individual shall be required to pay the City in full for said date(s) and times.
8. In the event of inclement weather and/or unplayable field conditions, the decision to cancel the use of the field(s) shall be at the sole discretion of the City. City staff may include information gathered with a soil moisture meter to determine the playability of fields in question. In this situation, the City will make alternate time(s) and date(s) available for make ups at no charge to the Lessee.

If Lessee decides not to make up any or all portion of the games/practices, the Lessee shall be charged in full for all scheduled games/practices as outlined in the League Schedule.

9. Rental of Baseball/Softball fields for games shall include the initial marking of fields, bases, and pitching rubbers. All batting cages and soft toss nets are available at a first-come-first-serve basis, free of charge. However, teams may not use fence areas for soft toss.
10. Rental of Football fields for games shall include the initial marking of fields, goal posts and team benches. It shall be the sole responsibility of the Lessee to provide yard markers, chains, scoreboards etc.
11. Rental of Soccer fields for games shall include the marking of fields, goals, corner flags and player benches. However, teams may not use the goal areas during warm ups or in practices.
12. Rental of Multi-Purpose fields for various sporting games shall include the marking of fields, goals (if available) and player benches. However, teams may not use open space surrounding fields during warm ups.

TOURNAMENT RULES

1. These rules are in addition to the *General Rules* and in the event that there are conflicts between the *Tournament Rules* and the *General Rules*, the *Tournament Rules* shall take precedence.

2. Individuals, groups, or organizations interested in utilizing the CVAC for tournament usage must complete and submit the 'CVAC Application – Tournaments & Special Events' form to the Recreation Manager-Facilities or designated City representative.

Incompletion of the form may result in the denial of the request.

3. In the event that two or more Tournament Host request a specific date(s), time(s), or field(s) the Recreation Manager-Facilities or designated City representative will determine the assignment based on what is in the best interest of the City. However, a preference will be given to that Tournament Host who have demonstrated to the City acceptable administrative practices in preparing for previous tournaments; acceptable on-site tournament management; and that Tournament Host who have not cancelled previous tournaments or had any negative occurrences at previous tournaments held at the CVAC.
4. The City reserves the right to cancel tournament reservations.
5. The City reserves the right to schedule more than one (1) tournament or event at a time, subject to field availability.
6. Selected Tournament Host shall designate to the City one (1) individual as Tournament Director (21 years of age or older), whom at all times shall have the authority to act on the behalf of the Tournament Host. If the Tournament Director is not at the site for any reason, he/she must appoint a Co-Tournament Director (21 years of age or older) and this information must be on file with the City. This individual shall work with the designated City representative on all activities associated with the tournament (permits, fees, schedules, vendors, rosters, insurance etc.)
7. The Tournament Director shall be in communication with the City representative thirty (30) days, fourteen (14) days, and seven (7) days prior to the scheduled tournament to discuss any updates associated with the coordination of the tournament.
8. All outside vendors and vendor locations must be approved by the City. In the event the City approves the use of outside vendors, each vendor must complete a separate contract provided by the City.

All vendors must provide their own supplies (i.e. tables, chairs, portable pop-up tents, extensions cord, and offsite storage) to operate their booth(s).
9. The City shall have the sole right to any sponsorship's that may be associated with the CVAC. This shall include the sole right to solicit and retain any fees, donations, naming rights, etc.

Should the tournament have sponsorship agreements, such sponsorships may be acceptable unless they are directly competitive with City sponsorship agreements. In such event, the City sponsor(s) shall take precedence.

10. Tournament Host is responsible for providing a copy of all marketing and promotional materials including information regarding their activity. Use of the City's logo and/or other trademarked materials may not be used without expressed written consent of the City.
11. Tournament Host at no charge to the City shall provide mailing information (i.e. names, addresses, zip codes etc.) for each team entered into the tournament no later than two (2) weeks prior to the scheduled tournament.
12. Tournament Host will be charged for **ALL** games/activities or portion thereof played in the Tournament(s). However, in the event that scheduled games/activities are canceled due to inclement weather (as determined by the city) the City will provide make up dates and times as outlined in the Original Tournament Schedule.

In the event that the tournament would have to be cancelled in its entirety due to inclement weather (as determined by the City), the following method would be used to refund the Tournament Host for field rental fees:

- a) 100% refund of all rental fees if the tournament is canceled by the City prior to the start of the tournament.
 - b) Once the Tournament has started, the Tournament Host shall pay in full for all games/activities or portions thereof played. The City shall only refund for the amount of those games/activities not played.
 - c) City will provide make-up date(s) and time(s) as outlined in the Original Tournament Rain Date Schedule. However, if the Lessee decides not to make up all or any portion of the Tournament games on the rain dates, the Lessee shall be charged in full for all scheduled games as outlined in the Original Rain Date Tournament Schedule.
13. Tournaments shall comply with **ALL** insurance requirements as specified in the *General Rules*.
 14. In the event that the Tournament Host shall cancel any scheduled date(s) or time(s), for any reason other than inclement weather (as determined by the City), the Tournament Host shall pay the City a penalty fee in addition to their tournament fees at a rate of **\$2,000 per day**.

13. Rental of Baseball/Softball fields for games shall include the initial marking of fields, bases, and pitching rubbers. All batting cages and soft toss nets are available at a first-come-first-serve basis, free of charge. However, teams may not use fence areas for soft toss.
14. Rental of Football fields for games shall include the initial marking of fields, goal posts and team benches. It shall be the sole responsibility of the Lessee to provide yard markers, chains, scoreboards etc.
15. Rental of Soccer fields for games shall include the marking of fields, goals, corner flags and player benches. However, teams may not use the goal areas during warm ups or in practices.
16. Rental of Multi-Purpose fields for various sporting games shall include the marking of fields, goals (if available) and player benches. However, teams may not use open space surrounding fields during warm ups.
15. In all cases, games/activities shall end no later than 12:00 A.M.

PRACTICE RULES

1. These rules are in addition to the *General Rules* and in the event that there are conflicts between the *Practice Rules* and the *General Rules*, the *Practice Rules* shall take precedence.
2. Rental of all fields will be "as is" (The meaning of "as is" will be that the City will not provide lined fields, goals, flags, any field preparations, bases, portable mounds, pitching machines, etc.)
3. Rental of Baseball/Softball fields for practices shall be "as is". Teams may not use fence areas for soft toss or hit into fencing.
4. Rental of Football fields for practices shall be "as is". Teams may not use game field(s) for practices of any kind; including special teams and/or field goal teams.
5. Rental of Soccer fields for practices shall be "as is". The City will not be required to provide goals for any practices.
6. Rental of Multi-Purpose fields for practices shall be "as is". The City will not be required to provide goals for any practices.

CATCH 22 MIRACLE FIELD

1. The Catch 22 Miracle Field will be made available at no charge, to all recognized organizations that have been qualified and pre-approved by the City, as long as they meet the following criteria:

- a) The group in question must be recognized as an organization that specializes and/or works with individuals with disabilities and/or special needs
 - b) The activity and/or function must be for individuals with a disability and/or special needs
 - c) One hundred percent (100%) of the participants involved must be diagnosed or recognized as an individual with a disability and/or special needs (This does not include administrators, coaches, parents or buddies)
2. The following priorities have been established to ensure the fairest distribution of field usage:
- a) City of Chesterfield Programs and/or Partnerships dealing with individuals with a disability and/or special needs
 - b) Outside groups/organizations that conduct leagues that are inclusive to all individuals with a disability and/or special needs
 - c) Outside groups/organizations conducting camps, clinics, tournaments, demonstrations, that are inclusive to all individuals with a disability and/or special needs
 - d) Outside groups/organizations conducting leagues that are for individuals with a specific form of disability and/or special needs
 - e) Outside groups/organizations conducting camps, clinics, tournaments, demonstrations, for individuals with a specific form of disability and/or special needs
 - f) City of Chesterfield Programs and/or Partnerships
 - g) All other users
3. Use of the Miracle Field is by permit only. All uses must be approved and scheduled through and by the City. Times and dates will be made as availability in the schedule permits.
4. The scheduling of the Miracle Field will be prioritized each year in the following manner:
- a) Returning Users/Organizations that are in good standing
 - b) All other users
5. Soft soled rubber shoes (tennis shoes, running shoes, basketball shoes) will be the only footwear allowed on the Miracle Field.
6. No food or beverages other than water will be permitted on the Miracle Field.

EXHIBIT B
PARK RULES & REGULATIONS

ARTICLE I. IN GENERAL

Sec. 22-1. Unlawful to operate motor vehicles in certain areas of City parks.

No person shall operate a motor vehicle upon any unpaved area within a Chesterfield City park unless the area is specifically designated and posted to permit the operation of such vehicles in that area.

Sec. 22-2. Buses and certain trucks prohibited in City parks.

Trucks larger than a three-fourth (3/4) ton pickup truck and buses are prohibited from entering into a City park unless specific permission for same is obtained from the Director of Parks and Recreation or his/her designee. Trucks and buses having secured permission must park in areas so designated by the Director of Parks and Recreation or his/her designee or Police.

Sec. 22-3—22-15. Reserved.

ARTICLE II. PARKS RULES AND REGULATIONS

Sec. 22-16. Operating rules.

The Director of Parks and Recreation is hereby authorized to establish rules, which he/she determines are necessary to properly maintain, operate, develop, or construct City parks, facilities and/or trail areas, or to assure the safety of users of said parks and recreation facilities.

Sec. 22-17. Hours of operation.

City parks, facilities, and trail areas shall be open for public use during the period from sunrise to sunset with the exception of special use facilities such as aquatic centers, athletic complexes, amphitheaters; and in instances of special events and festivals, etc. It shall be unlawful for any person or persons (other than City personnel and/or concession/vending operators conducting City business therein) to occupy or be present in said park during any hours in which the park is not open to the public, unless written permission for extended use has been obtained from the Director of Parks and Recreation or his/her designee.

Sec. 22-18. Park, facility, and trail usage.

The City through its representatives, agents and employees, reserves the right to control the use of all City parks, facilities, and trail areas. In general, all City parks, facilities, and trail areas are to be open for the use by its residents; however, the City reserves the right to restrict the use of City parks, facilities, and

trail areas or portion thereof for programs, special events, festivals, rentals, construction, and ongoing maintenance and operations.

No organized programs, camps, special events, festivals, walks, runs, rides, etc. shall take place in a City park, facility and/or trail area without the expressed written consent of the Director of Parks and Recreation.

The City through its representatives, agents, and employees, reserves the right to control all activities at any City park, facility and/or trail area and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.

Park patrons, lessee's agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by all federal, state, county and municipal laws and ordinances.

No private property may be placed on or in City parks, facilities and/or trail areas without the expressed written consent of the Director of Parks and Recreation or his/her designee.

The City will not assume any responsibility for any private property that may be approved for placement.

The City shall have the sole right to determine any and all decisions regarding the condition and usage of the parks, facilities and trail areas.

Sec. 22-19. Meetings, Exhibitions, Parades, etc.

No person shall, without a permit:

- (1) Conduct a public assembly, parade, picnic, or other event involving more than twenty (20) individuals;
- (2) Conduct any exhibit, music or dramatic performance, fair, circus, concert, play, radio or television broadcast, other than a news transmission;
- (3) Create or emit any Amplified Sound, except from a radio, recorder or other device possessed and used by an individual for his/her own enjoyment and operated in such a manner so as not to interfere with the use and enjoyment by another person;
- (4) Station or erect any building, tent, canopy, stand, bandstand, stage, tower, scaffold, sound stage, platform, rostrum or other structure. Permits may be obtained from the Director of Parks and Recreation. Permits may be issued pursuant to the guidelines set forth in Section 22-20.

Permits. 22-20

A permit for the use of a specific park, park area, facility or trail area may be obtained by applying to the Parks and Recreation Department in advance of the date for which the use of a specific park, park area, facility or trail area is sought. Persons issued a permit for the use of a specific park, park area, facility or trail area shall have preference to the use of the specific park, park area, facility or trail area reserved upon the dates and during the times indicated on the permit. A permit shall generally be issued when:

- (1) The proposed activity or use of the park, facility or trail area will not reasonably interfere with or detract from the general public's enjoyment of the park, facility and/or trail area.
- (2) The proposed activity or use is not reasonably anticipated to incite violence, crime or disorderly conduct.
- (3) The proposed activity or use will not entail unusual, extraordinary or burdensome expense, and/or police/maintenance operation by the City.
- (4) The location for the proposed activity or use is in an area deemed suitable by the Director of Parks and Recreation.
- (5) The issuance of such permit shall not result in crowded or congested conditions due to the issuance of prior permits for the same day, or due to the anticipated number of attendees for the planned event.
- (6) The proposed activity, use and/or equipment are deemed not to be a safety or liability issue.

Lessee is responsible to see that all activities are properly controlled; all rules are enforced, and must have a designated person(s) of authority on site at all times.

Lessee agrees that he/she will, to the extent possible, take every action necessary to prevent any and all disorderly or boisterous conduct or immoral practices of any kind and/or about the premises by its agents, servants, employees, assigns, successors, invitees and licensees.

The City through its representatives, agents, and employees, may revoke the usage of any permit previously granted at any time if it is determined that the application for permit contained any misrepresentation or false statement, or that any condition set forth in the policies governing the permit requested is not being complied with, or that the safety of the participants in the activities of the applicant or other patrons of or visitors to the park, facility and/or trail area is endangered by the continuation of such activity.

Sec. 22-21. Domestic animals.

- (a) No person shall bring any animal into areas of a park, facility and/or trail area that have been marked by signs bearing that animals/pets are not allowed.
- (b) No person shall bring any animal into playground areas.
- (c) No person shall permit the running of a domestic animal at large, unless in a designated area such as a "Dog Park" or an "Off-Leash" area.
- (d) Except as part of an organized, authorized, or supervised Parks and Recreation program or in a designated area such as a "Dog Park" or an "Off-Leash" area, all domesticated animals where permitted shall be restrained by a leash no more than six feet in length and held by a competent person.
- (e) No vicious animal of any kind shall be brought into the park, facility and/or trail area at any time even though restrained as described above.
- (f) No person shall ride or otherwise bring any horse, mule, pony or other such riding animal in any of the parks, facility and/or trail area, except where posted for use of special trails etc. or unless special written permission for said use is obtained in advance from the Director of Parks and Recreation.
- (g) Where permitted, horses shall be thoroughly broken and properly restrained, and ridden with due care, and shall not be allowed to graze or go unattended.
- (h) No animal shall be tethered to any bush, tree, shrub, or to any park structure.
- (i) Any person bringing an animal into the parks, facilities and/or trail areas shall remove and dispose of all feces left by such animal.

Sec. 22-22. Disposal of trash.

- (a) No person shall throw, discharge, or otherwise place or cause to be placed in the waters of any fountain, pond, lake, stream, storm sewer or drain flowing into such waters, any substances matter or thing, liquid or solid, which will or may result in the pollution of the waters.
- (b) No person shall litter or cause to be littered any of the grounds, driveways, buildings or other structures of the parks, facilities, and/or trail areas by scattering, dumping, or leaving paper, garbage, cans, broken glass, bottles, ashes, rubbish, waste, or other trash. All such rubbish or waste shall be

placed in the proper receptacles where they are provided. Where receptacles are not provided, all rubbish or waste shall be carried away from the park, facility and/or trail area by the person responsible for its presence and properly disposed of elsewhere.

(c) No person shall bring in or dump, deposit or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse, or other trash.

Sec. 22-23. Fires.

- (a) No person shall build or attempt to build a fire in a park, facility and/or trail area except in an approved container and with written approval from the Director of Parks and Recreation.
- (b) No person who has built any fire shall leave the place where the fire was built without first completely extinguishing the fire.
- (c) No person shall drop, throw, or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material, within any park, facility and/or trail area.

Sec. 22-24. Tobacco and smoking.

No person shall smoke or use tobacco products in any City park, facility and/or trail area, with the exception of parking lot areas.

Sec. 22-25. Camping.

Camping, whether in vehicles or not, is prohibited in City parks, facilities and/or trail areas unless where specific written approval has been made by the Director of Parks and Recreation.

Sec. 22-26. Tents, awnings and canopies.

No person shall erect, hang, or construct any tent/awning/canopy in any City park, facility and/or trail area unless where specific approval has been made by the Director of Parks and Recreation or his/her designee.

Sec. 22-27. Damaging property.

No person in a City park, facility and/or trail area shall;

- (1) Willfully mark, deface, disfigure, injure, tamper with, displace or remove any building, bridge, table, bench, fireplace, railing, paving or paving material, water line or other public utility or parts or appurtenances thereof; sign, notice, or placard whether temporary or

permanent; monument, stake, post or other boundary marker; or other structure or equipment, facility, trail or park property or appurtenances whatsoever, either real or personal.

(2) Dig or remove any soil, rock, stone, sand, shrub, tree or plants, downed timber or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency.

(3) Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon or across such lands, except on special written permit by the Director of Parks and Recreation.

(4) Damage, cut, carve, transplant or remove any tree or plant, or injure the bark thereof; or pick the flowers or seeds of any tree or plant; or attach any rope, wire or other contrivance to any tree or plant; or dig in or otherwise disturb grass areas; or in any other way injure or impair the natural beauty or usefulness of any area.

(5) Climb any tree or walk, stand or sit upon monuments, vases, fountains, railings, fences or upon any other property not designated or customarily used for such purposes.

Sec. 22-28. Weapons prohibited.

No person shall carry or have in his/her possession any firearm, air pistol, air rifle, bow and arrow or any other instrument capable of launching or firing any projectile or noxious substance, whether propelled by gunpowder, gas, air, spring, or any other means, while within any park, facility, trail area, roadway, driveway, or other public place of the department. This section shall not apply to any law enforcement officer authorized by law to carry a weapon within the parks, facilities and/or trail areas.

Sec. 22-29. Bicycles.

(a) No person shall bring a bicycle(s) into any areas of a park, facility and/or trail areas that have been marked by signs bearing that bicycle usage is prohibited.

(b) It is required that children under the age of 17 wear an approved helmet (Snell or ANSI standards) when riding a bicycle in a City park, facility and/or trail area.

(c) No person shall leave a bicycle in a place other than a bicycle rack when such is provided and space is available.

(d) No person shall leave a bicycle lying on the pavement or in any place or position where other persons may trip over it or be injured by it.

(e) No person shall ride a bicycle on other than a graveled, wood chipped or paved vehicular road or path designated for that purpose, except a bicyclist may wheel or push a bicycle by hand over any grassy area or wooded trail or on any paved area reserved for pedestrian use.

(f) No person shall fail to comply with all traffic rules and regulations as apply to the operation of bicycles on City streets.

Sec. 22-30. Skateboards, in-line skates, coasters, scooters etc.

(a) No person shall ride or otherwise bring any skateboards, in-line skates, coasters, scooters or any other such riding apparatus in any parks, facilities and/or trail areas except where posted for designated use (designated trails/pathways, skateboard parks etc.).

(b) It is required that children under the age of 17 wear an approved helmet (Snell or ANSI standards) when riding skateboards, in-line skates, coasters, scooters or any other such riding apparatus in a City park, facility and/or trail area.

Sec. 22-31. Solicitations prohibited.

No person shall solicit alms or contributions for any purpose whatsoever, whether public or private within any of the parks, facilities, and/or trail areas, except by written permission of the Director of Parks and Recreation, when such solicitations are of direct benefit to the Parks and Recreation Department's purposes and programs.

No person shall offer to sell or exchange any article or thing, or do any hawking, peddling or soliciting of sales, or buy or offer to buy any article or thing in any of the parks, facilities, and/or trail areas, except when acting in pursuant to a concession/vending contract or with the written permission of the Director of Parks and Recreation or his/her designee.

(c) No person shall paste, glue, tack, place signs on windshields of cars or otherwise post any sign, placard, advertisement or inscription whatsoever, or to erect or cause to be erected any sign on any public lands or highways or roads adjacent to a park, facility and/or trail area without the expressed written consent of the Director of Parks and Recreation.

(d) No person shall announce, advertise or call the public attention in any way to any article or service for sale or hire without the expressed written consent of the Director of Parks and Recreation.

(e) No person shall campaign or solicit for petition whether public or private within any of the parks, facilities, and/or trail areas, except by written permission of the Director of Parks and Recreation, when such solicitations are of direct benefit to the City's purposes and programs.

Sec. 22-32. Concessions and vending.

The City reserves the exclusive right to all concession and vending at all parks, facilities and/or trail areas. This shall include, but not limited to food/beverage operations, bicycle and boat rentals, t-shirt and novelty sales etc.

Sec. 22-33. Closed areas.

No person shall enter an area or roadway in a park, facility and/or trail area closed to public access, unless authorized by the Director of Parks and Recreation or his/her designee.

Sec. 22-34. Traffic and motor vehicles.

(a) Persons operating a motor vehicle within a City park, facility and/or trail area shall operate the same in a careful and prudent manner.

(b) No person shall drive any motor vehicle on a driveway located in any of the City parks, facilities and/or trail areas at any speed over the posted speed limit.

(c) No person in a park, facility and/or trail area shall drive any vehicle on any area except the graveled or paved park and/or facility roads or parking areas provided for that purpose, or such other areas as may on occasion be specifically designated as temporary parking areas by the Director of Parks and Recreation.

(d) No person in a park, facility and/or trail area shall park a vehicle in other than an established or designated parking area, and such use shall be in accordance with the posted directions thereat and with the instruction of any attendant who may be present.

(e) No person shall leave, park or stop a motor vehicle within any City park, facility and/or trail area after the designated closing time unless authorized by the Director of Parks and Recreation or his/her designee.

(f) No trucks, buses, or other commercial vehicle exceeding a gross weight of (8,000 lbs) may enter any City park, facility and/or trail area unless specific permission in writing is obtained from the Director of Parks and Recreation or his/her designee. This does not include vehicles delivering to or coming from the parks, facility and/or trail area, or vehicles engaged in work for the City.

(g) No person shall leave a parked vehicle in a City park, facility and/or trail area for the purpose of carpooling or the advertisement to sell said vehicle.

(h) No person shall operate a golf cart and/or utility cart on or in a City park, facility and/or trail area without the expressed written consent of the Director of Parks and Recreation or his/her designee.

Sec. 22-35. Glass bottles or containers prohibited.

No person shall bring into any City park, facility and/or trail area any glass bottles or containers.

Sec. 22-36. Gambling.

No person shall gamble, or participate in or abet any games of chance in a park, facility and/or trail area.

Sec. 22-37. Amusement rides, games, booths, activities, DJ's

The use of amusement rides, inflatables, games, booths, activities, portable barbèque pits, bands and DJ's etc. are prohibited in any City park, facility and/or trail area unless specifically approved in writing by the Director of Parks and Recreation or his/her designee.

Sec. 22-38. Swimming.

It shall be unlawful for any person in a park, facility and/or trail area to swim, bathe or wade in any waters or waterways in or adjacent to any park, facility, and/or trail area, except in such waters and at such places as are provided therefore, and in compliance with such regulation as are herein set forth or may be hereafter adopted. Nor shall any person frequent any waters or places customarily designated for the purpose of swimming or bathing, or congregate thereat, when such activity is prohibited by the Director of Parks and Recreation or his/her designee upon finding that such use of the water would be dangerous or otherwise inadvisable.

(a) Certain hours. It shall be unlawful for any person in a park, facility and/or trail area to frequent any waters or places designated for the purpose of swimming or bathing, or congregating thereat, except between such hours of the day as shall be designated by the Director of Parks and Recreation or his/her designee for such purposes for each individual area.

(b) Bath houses and Restrooms. It shall be unlawful for any person in a park, facility and/or trail area to dress or undress on any beach, or in any

vehicle or other place, except in such restrooms, bathing houses or structures as provided for that purpose.

(c) No person shall be indecently exposed or nude in a park, facility and/or trail area unless in a Bath house or Restroom.

Sec. 22-39. Boating.

No person shall bring into or operate any boat, raft or other water craft, whether motor-powered or not, upon any waters, except at places designated for boating by the Director of Parks and Recreation, or as part of an organized, authorized, or supervised Parks and Recreation program/special event or when acting pursuant to a concessions/vending contract. Such activities shall be in accordance with applicable regulations as are now or may hereafter be adopted.

Sec. 22-40. Ice skating.

No person shall go onto the ice on any body of water in any park, facility or trail area.

Sec. 22-41. Sledding and snow boarding.

No person shall sleigh ride or snow board on/in any City park, facility and/or trail area.

Sec. 22-42. Fishing.

Except as otherwise provided herein, fishing is allowed in waters or waterways in or adjacent to any park, facility and/or trail pursuant to the Missouri Conservation Commission rules R.S. Mo. Ch252.

(a) No person shall fish off-shore in a park, facility and/or trail area, except where such locations have been specifically designated for such activity.

Sec. 22-43. Hunting.

(a) No person shall hunt, molest, harm, trap, kill, shoot at any animal, reptile or bird; or remove the eggs or nest or young of any bird; except snakes known to be deadly poisonous in any City park, facility and/or trail area.

(b) No person shall give or offer to give any animal or bird any noxious substance.

Sec. 22-44. Intoxicating beverages.

(a) The use of intoxicating beverages within the parks, facilities and/or trails is acceptable, with exception of where specifically prohibited by the Director of Parks and Recreation.

(b) No person shall enter any of the parks, facilities and/or trails while in an intoxicated condition nor shall that person remain therein while in an intoxicated condition whether intoxicated at the time of entering the parks, facilities and/or trail area or becoming intoxicated after entering.

(c) No one shall sell alcoholic beverages of any kind in a park, facility and/or trail area except when acting pursuant to a concession/vending contract.

(d) No minor shall possess or consume any intoxicating beverages at any time in any park, facility and/or trail areas.

Sec. 22-45. Fireworks and explosives.

Except as expressively permitted by the Director of Parks and Recreation, no person in a park, facility and/or trail shall bring or have in his/her possession, or set off or otherwise cause to explode or discharge or burn, any firecracker, torpedo, rocket, or other fireworks or explosives of inflammable material; nor shall any person throw them into any such area from land or highway adjacent thereto. This prohibition includes any substance, compound, mixture, or article that in conjunction with any other substance or compound would be dangerous.

Sec. 22-46. Games and activities.

(a) No person in a park, facility and/or trail area shall take part in or abet the playing of any games involving thrown or otherwise propelled objects such as stones, arrows, javelins, lawn darts, flying disc, golf, model airplanes, kites, bocce ball, dodge ball and horseshoes except in areas set apart for such forms of recreation or upon the written approval of the Director of Parks and Recreation.

(b) No person in a park, facility and/or trail area shall take part in or setup/construct the playing of any games involving the use of volleyball/badminton nets/poles; baseball, softball, stickball, whiffle ball, and kickball; soccer, lacrosse, field hockey, football, and cricket; except in areas set apart for such forms of recreation or upon the written approval of the Director of Parks and Recreation.

Sec. 22-47. City trails.

(a) Definitions and rules of construction. The following definitions and rules of construction apply to this section.

“City Trail” means any trail maintained or operated by the Parks and Recreation Department for use by pedestrians or cyclists.

“Cycle” means any device, other than a wheelchair, which is propelled by human power and has one or more wheels at least twenty (20) inches in diameter and a frame size of at least fourteen (14) inches.

“Pedestrian” includes any person walking, jogging, running, in-line skating or riding in a wheelchair.

“Wheelchair” means a chair mounted on wheels for use by disabled individuals.

(b) Trail use by motorized equipment/vehicles.

All motorized vehicles (cars, trucks, motorcycles, go karts, segways, toy vehicles, etc.), except for electrically assisted powered-mobility devices for persons with disabilities (wheelchairs and scooters) shall not use any trail, except for official and emergency vehicles.

(a) Trail use by cyclists.

(i) It is required that children under the age of 17 wear an approved helmet (Snell or ANSI Standards) when riding a bicycle on a City trail.

(ii) Every person operating a cycle upon a City trail shall ride as near to the right side of the trail as practicable, exercising due care when passing a pedestrian or other cyclist.

(iii) Persons operating cycles upon a City trail shall ride, single file when passing a pedestrian or other cyclist.

(iv) No person shall operate a cycle upon a City trail at a speed greater than 20 mph and as is reasonable and prudent under conditions then existing.

(v) Every person operating a cycle upon a City trail shall give an audible signal before passing a pedestrian or another cyclist.

(vi) Every person operating a cycle upon a City trail shall at all times exercise the highest degree of care to avoid colliding with another trail user, and shall always yield to pedestrians.

(b) Trail use by pedestrians.

(i) Pedestrians on a City trail shall remain as near to the right side of the trail as practicable.

(ii) Every pedestrian on a City trail shall give an audible signal before passing another pedestrian or cyclist.

(c) Trail use by dogs.

(i) All dogs shall be restrained by a leash no more than six (6) feet in length. The dog shall be reined in to within four (4) feet of the responsible person whenever it approaches or is approached by another trail user.

(ii) Any person bringing a dog onto a City trail shall remove and dispose of all feces left by such dog.

(d) Trail use by horses.

It shall be unlawful for any person in a park, facility and/or trail area to ride a horse, except on designated bridle trails. Where permitted, horses shall be thoroughly broken and properly restrained, and ridden with due care, and shall not be allowed to graze or go unattended, nor shall they be hitched to any rock, tree or shrub.

Sec. 22-48. Photos, Film and Video.

No person(s) in a park, facility and/or trail area shall take part in the taking of organized photo, film or video shoots etc., without the expressed written consent of the Director of Parks and Recreation or his/her designee.

Sec. 22-49. Provisions not applicable to employees.

The provision of these rules and regulations shall not be applicable to City employees or contractors of the City, while actually engaged in their official duties, nor shall the provisions of these rules and regulations be applicable to City officials while attending to park business.