



**SPECIAL MEETING
PARKS COMMISSION
Centennial Commons
7210 Olive Blvd**

**Monday, December 4, 2023
6:00 p.m.**

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. APPROVAL OF MINUTES

1) As available.

E. NEW BUSINESS

1) Pavilion Rental Deposit

F. COMMISSION COMMENTS

G. ADJOURNMENT



PAVILION RULES AND REGULATIONS

I. Reservations/Fees/Deposits/Refunds/Cancellations:

1. Reservations:

- a) Pavilions are available for rent seven (7) days per week from 8:00 am to 10:00 pm, with the exception of maintenance and special events, April through October. Please note: Due to temperatures, park restroom facilities will not be available before April 1st and after October 31st.
- b) Reservations are made on a first-come, first-served basis and may be reserved the first business day in January. All reservations must be made at least one (1) week prior to scheduled date. No oral agreements for use of the Facility shall be valid. Dates will not be “reserved” and reservations are not confirmed until all Agreement documents are completed and signed by the Lessee and received by the Parks and Recreation Department and all appropriate fees have been paid.
- c) Lessee must be twenty-one (21) years of age to rent the Pavilion and must be on-site during the entire reservation.
- d) The City of University City through its representatives, agents, and employees may delay, postpone, cancel, or revoke the pavilion reservation at any time if it is determined this pavilion reservation application and/or documents contain any misrepresentation or false statement of the indicated event activity.
- e) Use of Pavilion is non-transferable and no sublet shall be initiated by the Lessee.

2. Fees and Deposits:

- a) Any reservation for which a Rental and Refundable Security Deposit fee is involved, the Rental fee and Refundable Security Deposit must be paid in advance of reservation. Additional charges may be assessed for property damages and extended occupancy periods. Lessee shall pay all charges in excess of the Rental fee and Refundable Security Deposit within a reasonable amount of time once damage estimates have been made. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.

3. Refunds and Cancellations:

- a) Refunds of fees require advance written notice of cancellations thirty (30) days or more prior to the scheduled Rental date. Advanced payments may be credited to a future date, as long as the scheduled permits the Activity to be rescheduled within the same calendar year. Cancellation notice of less than thirty (30) of the scheduled Rental date will result in forfeiture of all Rental fees/security deposits.
- b) Approval of the Agreement will be granted with the understanding that the City reserves the right to cancel the Agreement, with or without notice, and refund all monies paid in the event the Pavilion becomes unavailable because of some physical and/or hazardous condition.
- c) Any unused portion of the damage deposit may be refunded to the Lessee after the Activity. However, the damage deposit may be held at the discretion of the City for any period of time necessary to determine the full extent of damages.
- d) If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate the Rental without notice or refund, and the City may pursue all of its rights and remedies at law or in equity including, without limitation, the right to recover court costs and attorney fees.
- e) City shall refund any amount due within thirty (30) days after scheduled Activity.

II. General Information/Rules:

1. **Park Rules:** All Park Rules and Regulations apply during Rental of the Pavilion.

2. Pavilion Use:

- a) Pavilion occupancy is limited to the amount indicated on the Agreement.
- b) **Rental of the Pavilion ONLY includes the exclusive use of the Pavilion. The Rental of the Pavilion DOES NOT include exclusive use of the restrooms, playground(s), athletic fields, sand volleyball courts, basketball courts, tennis courts, trails, and/or park grounds; nor does it give the Lessee or guest special privileges in any other part of the park.**
- c) **The use of amusement rides, inflatables, bounce houses, petting zoos, pony rides, games, booths, activities, portable barbeque pits, sound systems, bands and/or DJ's etc. ARE PROHIBITED.**
- d) The Pavilion may not be used for the operation of camps, day care, classes, or any other business activity.
- e) No open parties or events are allowed. No admission or other fees may be collected on the premises.
- f) The selling of food and/or beverages (i.e. food trucks) or vendors of any kind **ARE PROHIBITED.**

- g) Only plug in one (1) item into any one (1) outlet at a time, as the circuit will trip.
- h) Food and beverages are allowed; however, glass bottles or containers **ARE PROHIBITED**.
- i) Lessee will be held responsible for all cleanup/takedown, and all damages to the Pavilion and/or surrounding pavilion areas during the scheduled Rental resulting from their usage.
- j) At no time shall furniture or fixtures be moved, removed or rearranged.
- k) The Lessee is responsible for the clearing off of all tabletops and the taking down of any and all decorations.
- l) Grilling must be confined to dedicated park grills. Hot coals must be cooled or doused with water after use. Disposing of coals on grass, at the base of a tree or at any other location is strictly prohibited and failure to comply will result in loss of security deposit.
- m) No decorative or other materials shall be nailed, tacked, stapled, screwed to any part of the Pavilion (Structures, picnic tables, trash receptacles, etc.) Any individual/group using the Pavilion agrees to leave the premises in as good of condition as it was prior to their usage.
- n) The use of balloons, glitter and/or confetti **is prohibited**.
- o) All equipment and decorations used in conjunctions with a Rental at the Pavilion must be free standing. Anchoring equipment and/or decorations to trees, tree grates, lamp posts, hand rails, etc. is not allowed. Any equipment needed for the Rental must be provided by the Lessee and/or rented from a private source.
- p) The City shall assume no responsibility for any property placed on or in the Pavilion or other park facilities and grounds. Further, the City is released and discharged from any and all liability for loss, injury, or damage to persons or property that may be sustained by the use or occupancy of the Pavilion, park facilities and grounds.
- q) Some of the parks have underground irrigation/sprinkler systems and utilities. To protect the irrigation lines and utilities, driving stakes, fence posts, flags, etc. **IS PROHIBITED**.
- r) The placement of equipment (i.e. risers, platforms, tables, chairs, gazebos, arches, alters, speakers, bars, etc.), **IS PROHIBITED** outside of the Pavilion.
- s) All vehicles/equipment must remain in designated parking areas at all times. The use and/or placement of vehicles/equipment on sidewalks and/or grass areas within the park is strictly **PROHIBITED**.
- t) The electrical outlets for pavilions are 15-amp circuits and are not suitable for heavy wattage equipment and University City employees **are not available** to reset the electricity if the circuit breaker trips.
- u) Lessee **MUST** have a copy of the permit with them at the time of the scheduled Rental of the Pavilion.
- v) If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate the Rental without notice or refund, and the City may pursue

all of its rights and remedies at law or in equity including, without limitation, the right to recover damages, court costs and attorney fees.

3. Conduct/Behavior:

- a) The City through its representatives, agents, and employees, reserves the right to control all Activities at the Pavilion, park, facilities, and grounds and to eject any person(s) who is objectionable and causes disfavor to the rules and regulations.
- b) The City through its representatives, agents, and employees, may revoke any Agreement 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 for the in the policies governing the Agreement is not being complied with, or that the safety of the guest/participants in the Rental of the applicant or other patrons of or visitors to the Pavilion is endangered by the continuation of such Activity.
- c) Lessee, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by City rules and regulations.
- d) 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.
- e) 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.
- f) The proposed Rental or use is not to reasonably anticipate inciting violence, crime or disorderly conduct.
- g) The proposed Activity or use will not entail unusual, extraordinary or burdensome expense, police and/or maintenance operation by the City.

4. Liquor Laws: All state liquor laws and regulations must be followed.

5. Laws and Ordinances: All individuals/groups using the Pavilion shall comply with all laws whether they are federal, state, county or local to include all ordinances of the City of University City and all rules, regulations and requirements of the Police and Fire. Fire lanes must remain clear at all times. Any individual/group using the Pavilion shall agree to abide by and conform to all rules and regulations which may be adopted from time to time. Included would be any and all alterations that might be imposed on the operational hours and utilization policies.

6. Lessee's Release and Hold Harmless. In consideration of being permitted to Rent the Pavilion for the Activity, the Lessee agrees as follows:

"No liability either express or implied, will be incurred by the City, its agents, servants, and employees, arising out of the use of the Pavilion by Lessee, its agents, servants, employees, assigns, successors, invitees and licensees, during the date and time specified in the Agreement. Lessee agrees to indemnify and save harmless the City, its agents, servants, and employees, from and against any and all liability for damages arising from injuries to persons

or damage to property occasioned by any negligent acts or other omissions of Lessee its agents, servants, and employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants, and employees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage.”

- 7. Abusing Policies.** The Director of Parks, Recreation and Public Areas Maintenance and his/her designee reserve the right to effuse any group the privilege of Renting the Pavilion due to abusing policies of the Pavilion, Park or City. In addition, any individual/group charged with a second occurrence of abuse may be barred from making any further reservations. If Lessee violates any of the terms or conditions of the Agreement, the City shall have the right to immediately terminate without notice or refund.

ALL PAVILION RULES ARE SUBJECT TO THE DESCRETION OF THE CITY. THE CITY RESERVES THE RIGHT TO MODIFY OR WAIVE ANY RULES AS IT DEEMS NECESSARY AND IN THE BEST INTEREST OF THE CITY.

FAILURE TO COMPLY WITH PAVILION RULES ANS WELL AS THE CITY’S PARK RULES AND REGULATIONS MAY RESULT IN THE CANCELLATION OF THE ACTIVITY, FORFEITURE OF ALL FEES/DEPOSITS, AND FORFEITURE OF THE RIGHT TO USE THE PAVILION IN THE FUTURE. PERMITS ARE REVOCABLE AT ANY TIME FOR VIOLATION OF RULES, ORDINANCES, FEDERAL, STATE, COUNTY OR LOCAL LAWS.

I have carefully read, voluntarily signed and accept responsibility for this picnic pavilion reservation. I will enforce all park/pavilion policies indicated above and accept full responsibility for both my event and guests. I also understand the City of University City exercises a hold harmless policy for all its pavilions, fields and facilities. This releases the City of University City, its agents, servants and employees from any and all claims which may arise out of any accidents and/or injuries caused by the City of University City, its agents, representatives and employees while using City of University City pavilions, fields and facilities.

LESSEE SIGNATURE _____

LESSEE NAME (print clearly) _____

ADDRESS _____ CITY _____ Zip _____

PHONE NUMBER _____ (C) _____ (H)

EMAIL _____



**FROM THE DESK OF
LYNDA EUELL-TAYLOR
DEPUTY DIRECTOR OF RECREATION SERVICES/FACILITIES**

To: Darin Girdler, Interim Director of Parks, Recreation and Public Areas Maintenance
Cc: Leslie Eutz, Recreation Supervisor, Merric Meehan, Recreation Supervisor
Re: Staff Recommendations – Implementation of Picnic Pavilion Reservation Refundable Security Deposit and Inclusion of Pavilion Rules and Regulation to Management Policies
Date: 14 November 2023

Over the past several years, the Recreation Division has faced challenges related to damages and misuse of picnic pavilions by renters. From grounds being damaged by vehicles parked on wet grass to instances of deceptive rental practices resulting in large, unruly events, these issues have raised concerns regarding the management of our facilities.

To address these challenges, our staff has carefully evaluated the situation and proposes the implementation of a refundable security deposit for all picnic pavilion reservations. This security deposit, set at two hundred dollars (\$200), is intended to serve as a protective measure against potential damages and ensure responsible use of the facilities. We believe that this policy will encourage renters to be more conscientious and considerate during their events.

The proposed policy would take effect Tuesday, January 2, 2024, marking the beginning of the upcoming picnic reservation season. The security deposit can be paid using the same methods as the picnic pavilion reservation itself, including cash, check, or credit/debit cards; though we will strongly encourage the use of credit/debit cards, as this will enable a quicker 24-to-48-hour refund process, provided that no issues are reported by our Public Areas Maintenance staff or the University City Police Department.

In addition to the security deposit, Staff recommends the inclusion of the newly developed Picnic Pavilion Rules and Regulations in the Management Policies. This document will be an integral part of the Picnic Pavilion Reservation packet, which includes the application and liability waiver. Renters will be required to read and sign this document, confirming their understanding and agreement to adhere to the specified rules and regulations.

These proposed changes aim to enhance the overall experience for both renters and our community members, ensuring that our picnic pavilions are utilized in a responsible and respectful manner.