



# Town of Cortland

## Agenda Request

(SUBMIT FORM TO THE TOWN CLERK NO LATER THAN ONE WEEK BEFORE THE SCHEDULED MEETING)

**ALL REQUESTS ARE SUBJECT TO THE APPROVAL OF THE MAYOR**

☐ RESOLUTION      ☐ ORDINANCE      ☐ INFORMATION      ☒ OTHER

**DATE PREPARED:** 1-17-2025

**FOR MEETING ON:** 1-27-2025

**DESCRIPTION/TITLE:**

Waive fees for open air shelter rental in CCP for the MS Bike Ride

**REQUIRED ACTION:**

Waive Rental Fees

**STAFF/COMMITTEE RECOMMENDATION:**

Waive rental Fees

**STATEMENT OF CONCERN/SUMMARY:**

**AGENDA PLACEMENT:**

☐ BOARD REVIEW OF PENDING BUSINESS      ☒ NEW BUSINESS      ☐ CONCERNS      ☐ STAFF REPORTS  
☐ COMMITTEE OF THE WHOLE      ☐ PRESIDENT'S REPORT      ☐ CONSENT AGENDA      ☐ UNFINISHED BUSINESS  
☐ PUBLIC HEARING

Prepared by: Joel Summerhill

Approved by:

Date 1-17-2025

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**TOWN OF CORTLAND  
PARK SHELTER USE APPLICATION AND AGREEMENT  
TERMS AND CONDITIONS**

This is an agreement between the Town of Cortland and the "Responsible Party" for the use of the Park Shelter located at either:

**Cortland Community Park   Hetchler Community Park  
Suppeland Community Park**

A Resident of the Town of Cortland, 21 years of age or older, may complete and sign this Park Shelter Use Application and Agreement for reservation and use of the park shelter located at one of the aforementioned park locations.

**Responsible Party:** National MS Society

**Home Address:** 525 W. Monroe St., Suite 1510, Chicago, IL 60661   **Phone:** 618-628-9030

**Facility Requested:** Cortland Community Park Pavilion

**Date Requested:** June 21, 2025, 7AM-2PM

**Type of Event/Activity:** Bike Fundraising event   **Number of Invited Guests:** 500

**Are you requesting consideration by the Town of Cortland Special Events Committee to possess and consume alcoholic beverages at this event?** NO

A \$250.00 Security Deposit is required when you submit this completed Park Shelter Use Application and Agreement. This Application and Agreement must be submitted no later than 14 business days prior to your event. If you are approved to possess and consume alcoholic beverages at your event a copy of your Insurance Policy and Certificate of Insurance for your event must be submitted 5 business days prior to your event.

**GENERAL POLICIES AND RULES FOR USE OF PARK SHELTERS**

**Failure to abide by these Policies and Rules will result in the termination of the event and revocation of your Security Deposit.**

- If you indicated there will be no alcoholic beverages being possessed or consumed at your event, and it is found to be untrue, you will forfeit your Security Deposit and be evicted from the park.
- The Responsible Party is responsible for disclosing the intended use of the Park Shelter. Automatic revocation and forfeiture of your Security Deposit will occur in the event that the information provided to the Town of Cortland is found to be false.
- The Responsible Party shall not assign or sub-lease any portion of the premise to another group or person.

- Groups without a Not-For-Profit status are prohibited from using the Park of Park Shelter for the purpose of solicitation, profit making or monetary gain. An Admission Fee is not allowed to be charged. Only non-profit 501c3 organizations are eligible to host fund raising events.
- The Responsible Party must be present during the entire rental time and is responsible for providing supervision during the use of the shelter and shall not permit any unlawful acts or breaches of public peace.
- All activities at the park must terminate at sunset.
- The Responsible Party is financially responsible for damages to Town of Cortland property and facilities incurred during or as a result of the event.
- Activities should not unreasonably interfere in any way with other park patrons or adjacent property owners.
- The Park Shelter must be used in a safe and careful manner, with care taken not to deface, mar, damage, or in any way alter the facility.
- Disc Jockeys, Live Bands, Inflatable Rides/Attractions, Canopies/Tents, are NOT permitted in the Park with this Park Shelter Use Agreement. You may make arrangements for portable toilets to be used by your guests at your expense.
- Music or amplified sound must be kept at a level so as not to interfere with other users of the Park or nearby residents.
- All vehicles are to be legally parked in the street or designated parking areas. Parking on the grass in the Park is prohibited. Consideration and courtesy for the neighbors surrounding our Parks is important and expected.
- The Cortland Police Department will monitor the event to ensure compliance with these rules and policies and enforce local ordinances and state laws. They should be contacted by the Responsible Party should assistance be needed in providing security or safety during the event.

#### **FOOD**

- If your event is being professionally catered, the Responsible Party is responsible for compliance with all DeKalb County Health Department regulations and permitting. Picnic type food and barbecuing, provided by the Responsible Party is allowed in appropriate devices designed for that intent. Bonfires of any type or size are not allowed.

#### **ALCOHOLIC BEVERAGES**

- Chapter 2 Section 7-2-4Q of the Cortland Town Code prohibits alcoholic beverages from being sold, possessed, or consumed in parks within the Town of Cortland. However, exemption to this Town Ordinance may be granted by the Town of Cortland Special Events Committee. That exemption would allow persons of at least 21 years of age, which are invited guests of an organized community function, be allowed to possess and consume alcoholic beverages. That possession and consumption would only be allowed in the Park Shelter. THE RESPONSIBLE PARTY IS RESPONSIBLE FOR REQUESTING CONSIDERATION BY THE SPECIAL EVENTS COMMITTEE FOR EXEMPTION FROM THIS ORDINANCE. THE RESPONSIBLE PARTY IS ALSO RESPONSIBLE FOR OBTAINING A CERTIFICATE OF INSURANCE NAMING THE TOWN OF CORTLAND AS AN ADDITIONAL INSURED PRIOR TO THE EVENT. The insurance must be in the amount of \$1,000,000 for Liability and \$1,000,000 for Property Damage.
- All signs, their size and locations, are to be in compliance with Town Code and must be approved prior to the event.

- The shelter area, inside and outside, should be left in equal or better condition than it was found. If the shelter is found otherwise, the Town of Cortland reserves the right to retain all or portion of the Security Deposit. Damages in excess of the \$250.00 Security Deposit will be billed to the Responsible Party.
- The Town of Cortland is not responsible for weather conditions. If this scheduled event is rained out, the Responsible Party may contact the Cortland Town Hall within 72 hours after the event to reschedule (based on availability) or request return of the \$250.00 Security Deposit.
- Cancellations must be made by the Responsible Party at least 14 days prior to the scheduled event and the Responsible Party will receive full return of the \$250.00 Security Deposit. No refund will be allowed if cancelled less than 14 days prior to the scheduled event.

### HOLD HARMLESS AGREEMENT

The Town of Cortland does not assume any liability for property lost or stolen on the premises during the use of the Park Shelter. The Responsible Party hereby agrees to assume the full risk of any injuries, damages or loss, regardless of severity, that the guests of the Responsible Party may sustain as a result of this Park Shelter Use Agreement. The Responsible Party further agrees to waive and release the Town of Cortland from any and all losses, claims, suits, or judgments or damages that the Responsible Party or his guests might sustain as a result of any and all activities connected with or associated with this Park Shelter Use Agreement.

The Responsible Party agrees to pay the costs, including reasonable attorney fees incurred in any action to enforce the terms of this agreement.

This agreement has been signed this 12th\_\_day of \_\_December\_\_ 2024\_\_

Responsible Party: \_\_Terry Lee\_\_ *Terry Lee* \_\_\_\_\_

Mayor: \_\_\_\_\_  
Town of Cortland

Security Deposit Received: \$ \_\_\_\_\_

Received by: \_\_\_\_\_

Date: \_\_\_\_\_