



# **CITY OF MILES CITY**

## **PARKS & RECREATION**

**POLICY AND FEE SCHEDULE  
FOR FACILITY USE AND PROGRAMS  
2026**

## Section 1: All Park Reservation Policies

- A. Reservation Types:
  - 1. User Group Agreement- only valid for up to two years, unless council approves otherwise.
    - a. If approved by council there is a Park User Permit that will need to be completed.
  - 2. Special Events Permits
- B. Priorities for use of Park Facilities:
  - 1. City of Miles City events
  - 2. Schools and nonprofit groups
  - 3. Long term user groups in good standing
  - 4. General public
- C. General Park Facilities Reservation Requirements:
  - 1. Request for use applications, User Group Agreements, are due to the Public Works Director or designee for review one month prior to the event start date. Special Event Permit request are due one week prior to the event start date.
  - 2. Fees are due at the time reservations are made.
  - 3. Each group in the priority list is served on a first come, first served basis.
  - 4. Good standing status is required to make a reservation
  - 5. A reservation entitles the user to exclusive use of an assigned area during reserved dates and hours. ALL park policies must be abided by and the park must remain open to the general public unless otherwise approved by the Public Works Director, in writing.  
**ALL PARKS AND IMPROVEMENTS THEREIN BELONG TO THE CITY, NO GROUP HAS AUTHORITY OVER ANY PARK OR FIELD EXCEPT DURING THE TIME RESERVED BY THEIR AGREEMENT OR PERMIT.**
  - 6. Any cost due to damages caused by renter or any person(s) within their party are the sole responsibility of the renter. This includes but is not limited to damage or destruction caused by abuse or misuse of the facility, garbage left at the site, damage to any field; included grass/turf, or equipment which was moved that is not replaced to its original location, such as picnic tables, bases on ball field, bleachers, etc.
  - 7. Reservations are final with completion of the reservation form or agreement. Special Events Permits are finalized after fees are collected and approval from the Public Works Director or designee. User Group Agreements are after fees are collect and approval from City Council.
  - 8. Any request for fee reduction must be submitted 60 days prior to the event and must be approved by the Miles City City Council.
  - 9. The use of public parks or facilities, included any City Right of Way, for personal or business profit is prohibited without first obtain the applicable agreement. Children's lemon-aid stands and the such are exempt from any provisions and is at the discretion of the Public Works Director.
  - 10. All reservations and usage requirements stated in this document apply unless otherwise approved by the Public Works Director and the Miles City City Council.

11. Do not use unapproved motor vehicles in the park. The Public Works Director or designee can approve any and all motor vehicles allowed within a park. If motor vehicles are allowed they must stay on designated areas only.
12. User agrees that it will not conduct activities in which flames, flammable or hazardous materials are involved without the prior approval of the City Fire Department, Public Works Department and the City Council.
13. User agrees that no advertising or sales promotional materials shall be posted or distributed in or about said described facilities or announced or publicized over any loud speaker system without first having obtained the permission of the City.
14. User agrees that repeated failure to use the facility during the days and times scheduled shall result in rescheduling by the City to achieve an optimum level of use.
15. User agrees that it will not use City equipment, tools or furnishings, located in or about described facilities, without first seeking and receiving the approval of the City. User also agrees it will not use other user equipment, tools or furnishings without a mutual agreement between both parties.
16. User understands and agrees that during the term of their event other events may be held in other parts of the described facilities not included in the assigned permit, and User shall so conduct its activities so as not to interfere with other such activities.
17. User hereby indemnifies and holds the City harmless of and free from any and all loss, damage or injury to any person or persons whomsoever, or property, arising from any cause or for any reason whatsoever in or about the described facilities, and the User further agrees to waive all claims against the City on account of any loss, damage or injury from whatever cause which may occur to it and its property in the use and occupancy of said described premises, the giving of this waiver being one of the considerations upon which this User Permit/Special Event Permit is granted.
18. If this event is open to the Public, User agrees to furnish the City of Miles City a CERTIFICATE OF INSURANCE which shall state that no coverage shall be amended, altered, canceled, or reduced without giving at least two weeks (14 days) written notice, by the insurance company, to the insured and the City of Miles City. The limits of liability as referred in Ordinance 1393 and based on the Hazard level and the City of Miles City shall be named on the Certificate of Insurance as a primary additional insured. Said Certificate of Insurance must be filed with the City a minimum of fourteen (14) days prior to the starting date of this agreement, and this agreement shall be signed or put into effect, until the Certificate of Insurance has been received and approved. If alcoholic beverages are to be available at the event, a separate alcoholic beverage permit is required and Insurance Certificate shall also include a liquor liability endorsement in the minimum amount of \$750,000 per claim and \$1,500,000 per occurrence naming the city as a primary additional insured. The permittee's insurance is primary and not excess or contributing with any insurance purchase or maintained by the primary additional insured. The City of Miles City insurance policies will only apply excess of the permittee's primary policy.
19. The undersigned, either as an individual or on behalf of a group or organization, hereby agrees that this permit shall not be used in any manner that would discriminate against

any person or persons on the basis of sex, marital status, age, physical or mental handicap, race, creed, religion, color, or national origin.

20. User agrees that the City and/or its designated representatives may enter upon the used facilities as herein before described at all reasonable times to make inspection in conformity with this User/Special Event Permits.
21. Park restrooms open approximately May 15<sup>th</sup> and close approximately October 1<sup>st</sup> each season. Users which start before restrooms open or continue after they close for the year must provide portable toilet facilities at their expense for use by their participants. No portable toilet shall be placed within a park without prior approval from the Public Works Department.

### Section 1.2 User Group & Special Event Policies

- A. Groups and individuals requesting use of a public park for the purpose of implementing fee or non-fee based programs or events are required to obtain a user group agreement or special event permit. The director may enter into agreements with various park user groups, with the fee for such agreements established by the Public Works Director.
  1. Admission fees may be charged for events held in conjunction with a park user group agreement or special event permit if approved by the Public Works Director or their designee and listed in the agreement or permit.
  2. Articles, food, beverages or services may be sold for events held in conjunction with a park user group agreement or special event permit, if so noted in the agreement or permit. An additional fee may be charged.
- B. Types:
  1. User Group Agreement
    - a. These agreements are available for providers to implement their programs or for organizations who hold events multiple time throughout a year, for an agreed upon duration of time. Examples include youth and adult athletic groups, camps, farmers markets and outdoor fitness classes. User group agreements can be submitted up to six months in advance.
    - b. Park User Permit-This is assigned after approval of the Agreement. Renter will provide and follow all regulations within this policy, the Agreement and the Permit. This is used for longer time, over a year, use of a sport field or park.
  2. Special Event Permit
    - a. A one-time (one day) event that requires exclusive use of a park, field, or facility will be subject to the Special Event Permit. Examples include, concert, wedding, car show or festival will be subject to the Special Event Permit. Special Event Permits can be submitted up to 12 months in advance. Any “pay to particulate” event, tournament and/or clinics and camps will be subject to the Special Event Permit and all obligations and responsibilities that go with it. Special Event Permits do not grant exclusive use of the park without written approval from the Public Works Director or designee. An admission fee to a permitted event cannot be charged without written approval from the director. Exclusions to this policy include events covered in an existing user group agreement. No refunds are issued if a special event permit is cancelled.

3. Fees ~~(A 3% increase may be added annually due to inflation)~~
  - a. User Group:
    1. Assessed according to the facility type, Figure 2, or as established by the Public Works Director in the User Group Agreement.
    2. Deposits are \$500/year, the deposit is refundable if facilities and field are cleaned and returned in the condition they were found.
    3. Requires an additional \$25 processing fee for the application and permit. This is nonrefundable.
  - b. Special Event:
    1. Refer to Figure 1 for fee information
    2. Requires an additional \$25 processing fee for events over 100 people
    3. Public Assembly Permit, if applicable.
    4. Deposits are 50% of the reservation fee.

C. Required Information

1. User Group
  - a. A User Group application is required along with a \$25 processing fee. Please allow 2 weeks for review and up to a month for Council approval.
  - b. Upon approval of a User Group Agreement, the following must be provided by the group:
    1. Signed Park User Group Agreement
    2. Public assembly permit application (if over 75 people for the entire event)
    3. Pre-season walk-through meeting with Public Works Director and staff.
    4. Portable toilets when applicable, along with rental receipt
    5. Deposit (refundable) when applicable
    6. Key deposit (refundable) when applicable
    7. Park Use fee
    8. Liability insurance and endorsement statement (if group size is 75 or more people) Refer to attached Ordinance # 1393
    9. Alcohol waiver, if applicable
    10. List and Approval of any types of events listed and Hazard Level as listed in Ordinance #1393. Any tents, canopies, shade structure prior to assembly, bounce castles or houses or similar structures or activity must be approved in advance.
2. Special Event
  - a. A Special Event Permit application is required along with a \$25 processing fee. Please allow two weeks for review.
  - b. Upon approval of a Special Event Permit, the following must be provided by the group:
    1. Signed Special Event Permit
    2. Public assembly permit application (if over 75 people)

3. Portable toilets when applicable, along with rental receipt
4. Deposit (refundable) when applicable
5. Park use fee
6. Liability Insurance and endorsement statement (if group size is 75 or more) Refer to attached Ordinance # 1393
7. Alcohol waiver, if applicable
8. A run map, if applicable
9. Approval of a Waiver to Sell Good, if applicable
10. List and Approval of any types of events listed and Hazard Level as listed in Ordinance #. Any tents, canopies, shade structure prior to assembly, bounce castles or houses or similar structures or activity must be approved in advance.

#### D. Park Use Policies

##### 1. Condition of Premises

- a. It is expressly understood and agreed upon that renter agrees to maintain and leave all facilities clean, safe and in a sanitary condition. Failure to do so will result in the renter paying all costs incurred by the City of Miles City to return the premises to its original condition at a rate of \$75.00 per hour. The City may apply any deposit received from the user group or special event toward such costs and bill anything over the received deposit.

##### 2. Reservations

- a. There shall be no SUBLICENSING of fields, park or facilities. Sublicensing of a field, park or facility shall be cause for forfeiture of any deposit and termination of the user group agreement or special event permit. Periods not identified as exclusive in the user group agreement or special event permit will be open to the public or may be reserved by another user group.

##### 3. Insurance

- a. Insurance must be valid throughout requested dates of use. If current coverage expires prior to or during the requested dates of use, please attach current certificate of your liability insurance coverage. The application will be processed and your request(s) for use will be considered in scheduling, but the actual permit will not be issued until a renewed certificate is submitted inclusive of the dates requested. The City of Miles City will not follow up to make sure the renewed insurance certificate is received, this is the responsibility of the permit applicant.

##### 4. Alcohol Variance

- a. An Alcohol variance may be submitted for certain events. An alcohol variance may only be applied for within parks which have been designated by the City as alcohol variance permitted parks. There is a \$50.00 fee for the variance and Mayor approval. Renter agrees to indemnify, protect, defend, save and hold harmless the City, its officers, employees, agents and volunteers from or against any and all liability, claims, suits and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent acts, errors, or omissions of renter arising out of alcohol use resulting from any

violation of any federal, state or municipal law or ordinance, the extent caused, in whole or in part, by the willful misconduct, negligent acts or omissions of renter, which occurs related to the use of alcohol.

5. Contacts
  - a. The renter will be responsible for designating an individual who will be the sole contact for the group. A backup contact shall also be provided. They will be responsible for the initial walk-through, final walk-through, keys checked out, and any assessment charged to the user group pursuant to the agreement or permit. In the event the group places storage sheds or containers on any public property the group needs to be assigned a number, which will be placed on the storage shed/container and the groups primary and backup contacts will be placed on a sheet in reference to the storage shed/container. In addition, the renter will provide a list of numbers and email addresses of all officers.
6. Schedule
  - a. The renter shall submit, through their appointed designee, a schedule of events the renter plans to hold on the premises during the term of the agreement or permit.
7. Field Preparation
  - a. It is the sole responsibility of the renter to prepare the fields for game play and practice. On all turf areas, approved athletic field water based paint will be applied. Chalk is prohibited on any turf area. Maintenance and care of the infield/skinned area is the responsibility of the user group. The Public Works Director or designee shall approve all field preparation vehicles and equipment prior to use.
  - b. The Public Works Department must have at least two sets of keys for all facilities located within fields/parks. Failure to supply keys will result in new locks being placed on any facilities at the cost of the renter.
8. Field Lights
  - a. Renters are required to put MDU in the name of their organization during the timeframe of their permit. If multiple organizations use the fields all organizations will be required to work together and split the cost of usage equitably.
9. Restrooms/Litter
  - a. Renters will be responsible for policing grounds, dugouts, and fields for litter and equipment left out, on or near the fields. This includes but is not limited to infield drags, painting machines, hoses, and tarps. The garbage collected will be deposited into the trash receptacles located throughout the park. If there are no garbage receptacles it is up to the user group to provide them. Tarps shall be placed in proper areas. Other equipment shall be returned to building or dugouts.
  - b. Restrooms, locker rooms, crows nest and dugouts will be cleaned after every game or practice.
  - c. A deposit is required for all field and adjoining facility use. Once the cleaning and damage assessment has been completed after your event or season by our

staff, we will process your refund. Any damage to the fields or adjoining facilities, loss of keys, or failure to clean the field facilities to the standards set by the Public Works Department will result in a deduction of the deposit. If the cost of cleaning and/or damage exceeds the deposit amount, the renter will be sent an itemized statement for the remaining cost of cleaning/damage repair. The statement must be paid within 30 days of the date of the statement.

10. Snow Removal

- a. Snow removal by user groups is not allowed on any fields. If snow is plowed off, there will be a charge for damages to irrigation heads, turf, fencing and other related items.

11. Rain

- a. Games shall be postponed in the event of wet, saturated turf. Excessive wear due to play on wet fields will be the responsibility of the user group. Renovations and mitigation will be charged to the renter.

12. Improvements

- a. Permittee shall not construct any improvements upon the permitted premises, nor alter, remodel, or remove any existing improvements upon the permitted premises without the express written consent of the City.
- b. In the event that the Permittee desires to construct, alter, remodel or remove any improvement, Permittee shall submit to the City either written plans showing the proposed construction, alteration, or remodel or a written description of the construction, alteration or remodel, and shall secure the written approval of the plans or basic written description by the City prior to the beginning of construction, alteration, remodel or removal.
- c. In the event that the City approves such construction, alteration, remodel, or removal, in writing, Permittee shall not make any contract for construction, alteration, remodel, repair, or removal on, in, of or to the permitted premises, or any part thereof, for any work to be done or materials to be furnished on or to the permitted premises, or any part thereof, without providing in such contract or agreement that no lien of mechanics or materialmen shall be created or shall arise against the permitted premises or the buildings or other improvements at any time located thereon. All persons furnishing any work, labor or materials, as well as all other persons whatsoever shall be bound by this provision and the notice there from and after the date of this Permit, and notice is hereby given that no mechanic's lien, materialman's lien, or any other encumbrance made by or obtained against Permittee or its interest in the permitted premises or the building or improvements thereon shall in any manner or degree effect the title or interest of the City in such land and building and improvements thereon. To that end, Permittee agrees that it will not make any contract or agreement, either oral or written, for any labor, services, fixtures, materials or supplies in connection with construction, demolition, altering, repairing or improving the permitted premises without providing in such contract or agreement

that the contractor shall waive all rights to a construction lien, and waive all right of any subcontractor's construction liens, by reason of furnishing any labor, services and materials under such contract or contracts whether written or oral, and that a copy of such contract or contracts, shall, upon execution, be immediately furnished to the City.

- d. All alterations, additions and improvements made by Permittee pursuant to this section shall belong to the City and shall remain with the permitted premises upon termination of this Permit, whether by expiration or default. Provided, however, that, so long as Permittee is not in default under the terms of this Permit, Permittee shall be permitted to remove business and trade fixtures upon termination of the Permit if such removal can be made without damage to the permitted premises. Such removal shall be made within fourteen (14) days of expiration of this Permit or the vacating of the permitted premises by Permittee, whichever occurs first. Items not removed within such fourteen (14) day period shall become the property of the City at the expiration of such period without any offset or other compensation to Permittee. At the option of the City, the City may remove such property and store it at the risk and expense of the Permittee and sell such property for such removal and storage charges.
- e. All improvements become the property of the City of Miles City and can not be removed without the City's written consent.
- f. City may undertake, in its sole discretion, such repairs or maintenance of the permitted premises that are not the obligation of the Permittee hereunder, but the City is under no obligation or duty to conduct any repairs or maintenance of the permitted premises.

#### 13. Inflatable Structures

- a. Renter agrees to indemnify, protect, defend, save and hold harmless the City, its officers, employees, agents, and volunteers from or against any and all liability, claims, suits, and causes of action for death or injury to persons, or damage to property, resulting from intentional or negligent acts, errors, or omissions of renter arising out of the setup, use or operation of inflatable bounce houses or other similar inflatable apparatus (the "Inflatable Structure"), or resulting from any violation of any federal, state, or municipal law or ordinance, the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of renter, which occurs related to the setup, use or operation of the Inflatable Structure.

### **Section 1.3 Reservation Policies & Fees**

Below is a list of parks available to rent March 15<sup>th</sup>-October 15<sup>th</sup>, weather dependent, and are offered between the time slots of 8:00am to 10:00pm with half hour times in between each reserved time slot. Areas are used on a first come, first served basis. A public assembly permit and proof of insurance is required for any park reservation with a group size of 50 or more people. Bathrooms will open during the above mentioned time frame. An organization may request a park bathroom be open for their event if it falls outside of this timeframe, but must make the request at least one week in advance. Request maybe be denied by the Public Works Director.

Park Reservation can only be made for one day. Any additional day is deemed a separate permit and must be paid separately. There is no discount if only a partial time slot is used.

A. Parks & Amenities available for reservation\*

1. Anderson Park
2. Bender Park
3. Legion Park
4. Milwaukee Park
5. Pumping Plant Park, alcohol variance allowed
6. Riverside Park, alcohol variance allowed
7. Spotted Eagle Recreation Area
8. Triangle Park
9. Tot Lot Park
10. Wibaux Park
11. Veterans Park

Figure 1: Special Event Permit Fees\*

CAPACITY	RESERVATION FEE
Up to 20 persons resident	\$25.00 ≥ 4 hours
	\$40.00 ≥ 8 hours
Up to 20 person non-resident	\$35.00 ≥ 4 hours
	\$55.00 ≥ 8 hours
Up to 50 person resident	\$50.00 ≥ 4 hours
	\$80.00 ≥ 8 hours
Up to 50 persons non-resident	\$70.00 ≥ 4 hours
	\$110.00 ≥ 8 hours
Up to 100 persons resident	\$100.00 ≥ 4 hours
	\$140.00 ≥ 8 hours
Up to 100 persons non-resident	\$160.00 ≥ 4 hours
	\$224.00 ≥ 8 hours
Up to 200 persons resident	\$200.00 ≥ 4 hours
	\$320.00 ≥ 8 hours
Up to 200 persons non-resident	\$280.00 ≥ 4 hours
	\$450.00 ≥ 8 hours
Over 200 persons resident	\$400.00 ≥ 4 hours
	\$650.00 ≥ 8 hours
Over 200 persons non-resident	\$680.00 ≥ 4 hours
	\$1105.00 ≥ 8 hours

\* Deposit is required for all reservations at half the amount of the reservation fee.

Field and Court Types, refer to Attachment A for list of amenities

1. Bender Park
  - a. Softball fields
  - a. Little guy football fields
2. Bender Park Soccer Complex
  - a. Two full sized soccer fields

- a. Six youth soccer fields
- 3. Denton Field
  - a. Baseball field
  - a. Football field
- 4. Jaycee Field
  - a. Two baseball fields
- 5. Legion Park
  - a. 8 Tennis courts
- 6. Pumping Plant Park
- 7. Tedesco Field
  - a. Baseball field
- 8. Dr. Maurice Hileman Park
  - a. Baseball field-Stanley Field

Figure 2: User Group Agreement Fees\*\*

Field	Reservation Fee
Bender Park-softball	\$250/year
Bender Park-football	\$250/year
Bender Park-Soccer	\$150/year
Denton Field-Baseball	\$350/year
Denton Field-Football	\$350/year
Jaycee Field	\$200/year
Legion Park-Tennis	\$150/year
Stanley Field-Baseball	\$150/year
Tedesco Field	\$200/year
<b>Riverside Park</b>	<b>\$250/year</b>
<b>Wibaux Park</b>	<b>\$250/year</b>

\*\*There is a \$500/year deposit for Sport Reservation Fees. This is refundable if facilities and field are cleaned and taking care of as per this policy.

Refund Policy- When a reservation is cancelled more than 15 days prior to the reservation date, a \$25.00 fee will be held from the paid fees. If the cancellation or change occurs 14 days or less, no refund will be issued.

If an entity requests more than one field, they will be required to only pay the fee of their primary field.

### Section 1.4 User Group Reservation Policies

#### A. Field Requirements and Reservation Information

1. The City of Miles City Park & Recreation Department makes every effort to have fields and parks ready for play or an event at the beginning of each season, weather dependent. The City of Miles City Park & Recreation Department reserves the right to change the starting date for field or park availability. During the month of March, turf is often wet and not actively growing and therefore susceptible to damage from use. Fields and parks may not be available to reserve until March 15, weather and turf conditions dependent. During any month, especially April to June, it is important that

use be cancelled when field are too wet and may be damaged by play or an event. Should damage result from use, repair costs will be deducted from the security deposit. If repair costs exceed the security deposit, the organization will be invoiced the difference. The organization will also be required to reinstate the amount necessary to bring the security deposit to the required amount during seasonal play.

2. Misuse resulting in damage will result in the organizations loss of field or park use and will affect its ability to reserve fields or parks in the future.
3. The Public Works Director or their designee shall approve all field and park preparation vehicles and equipment prior to use.
4. Regulation soccer goals must be secured to the ground for safety, using a weight system approved by the Public Works Director or their designee.
5. Games will be given priority over practices. It is advisable to have a secondary field available for practices. Failure to do so will be at the fault of the organization and they may be asked to move their practice field for a scheduled or makeup game.
6. It is understood that all organizations will do their best to be cordial with other organizations. In the event that an issue arises the Public Works Director shall make the call, which could cause denial of use of the field.
- 4.7. During practices, organizations will be wary of parks crew and will be required to move a safe distance from any parks employees to ensure the safety of employees. Failure to do so will result in denial of field use.

B. Banners and Signs at Sports Facilities and Parks

1. Any signage intended to be affixed to fencing, structures, or to be staked in the ground must be approved by the Public Works Director or their designee. Signs may not block the view of the public or cause a distraction. All signage must be removed upon conclusion of the reservation.

C. Accident Reporting

1. In the event of an accident or emergency, the organization/reservation holder is required to submit an accident report to the City of Miles City Public Works Director within 24 hours of the incident. The report shall include:
  - a. Date of incident
  - b. Those involved
  - c. How the incident occurred
  - d. What was the result of the incident

D. Refunds-Sports Facilities/Parks

1. For a full refund, cancellations must be submitted to the Public Works Director a minimum of 15 working days prior to the start of the reservation. Working days are considered Monday-Friday, 8zm-5pm. Holidays are not considered working days.
2. Security deposits will be refunded if:
  - a. No damage has occurred to the facility or equipment
  - b. All fees were paid in full as stated in the user group agreement
  - c. All user group agreement requirements were met.
  - d. If damage did occur, the deposit fee will not be released until the damages are fixed by the organization and final inspection and approval by the Public Works Director or designee is complete.

- e. If damaged have not been corrected or contracted to be corrected within 14 days of the event, the full deposit will be forfeited.

E. Field Preparation

1. Field preparation and infield maintenance on all athletic fields is the responsibility of the renter. This includes weed pulling, dragging, base placement, striping, etc. Only water based paint is approved by the Parks & Recreation Department is allowed on all fields. Chalk is prohibited.
2. Renter is responsible for the removal and spraying of weeds in all batting cages, along fences, nets and perimeter of fields.

F. Non-Programmed Park Space

1. In order to support the demand for field space for a variety of organized field sports, certain non-programmed park areas may be reserved for practices. The field areas are not meant to have official legal games or sports events. Non-programmed park space may also be reserved for camps and fitness classes through a user group agreement.

G. Tennis and Pickleball Courts

1. Reservations for general public, single court use are not accepted. Use is on a first come, first served basis. A 1-hour of play for singles and 1.5 hour for doubles rule is in place on all tennis and pickle ball courts when others are waiting. Court reservations are only available for schools sponsored and special events and camps.

H. Facilities

1. All facilities are the property of the City of Miles City. The City uses some facilities as storage during the winter for their equipment. Renters may use these facilities during sport season, if available, but must have all equipment out within 14 days after end of season. Any equipment left behind will be forfeited to the City.

I. Vendors

1. Vendors that are selling in relation to an event will need to identify the event and contact person on a separate permit for the event to ensure that the event holder consents to a permit being issued. Vendors cannot be at parks/fields that have been approved for an event without prior consent and approval from the event holder. Failure to receive consent from the event holder can result in removal from the event. Consistent warnings and removals could result in loss of use of public parks/fields.

## Section 2 Recreation Facilities Reservation Policies & Fees

A. There are 5 (amenities) facilities available for reservation through the Parks:

1. Riverside Park Gazebo\*
2. Riverside Park Lions Covered Shelter\*
3. Riverside Park Ryno Amphitheater\*
4. Spotted Eagle Covered Canopy area
5. Wibaux Park Covered Shelter

For fees associated with these amenities refer to Special Event Permit Fees, Figure 1.

\* Riverside Park is the only park where alcohol is allowed with a variance. There is a \$50 fee for the variance before mayor approval.

B. Recreation Facility Reservation Polices:

1. You must be 18 years of age or older to reserve a recreation facility. You must be at a minimum 21 years of age to have alcohol at your event.
2. The time block you've paid for is the only time you may be in the facility, including your guest, you caterer and rental companies. All rental equipment must be pickup before your reservation end time listed above. An additional reservation time may be needed.
3. A deposit is required for facility use. Once the cleaning and damage assessment has been completed after your event by our staff, we will process your refund. Any damage to the facilities or failure to clean the facilities to the standards set by the Public Works Department will result in a deduction of the deposit. If the cost of cleaning and/or damage exceeds the deposit amount, the renter will be sent an itemized statement for the remaining cost of cleaning/damage repair. The statement must be paid within 30 days of the date of the statement.
4. All items must be removed from the facility by the end of the reservation time listed on the agreement. After the inspection by the Public Works Department the deposit (or remainder thereof) will be mailed to the renter by the City of Miles City Finance Department within three weeks.
5. Public drinking or display or exhibition of open alcoholic beverages (open containers) is prohibited in public parks and recreational facilities. A waiver of this requirement may be granted for certain facilities and parks. A separate application and fee are required.
6. A 'safety supervisor' is required for events with 75 or more adults (minimum 18 years of age) where alcohol is served.
7. Selling of goods, alcoholic beverages, or charging admission to attend a function is prohibited without approval of the Public Works Director.
8. The renter is responsible for the conduct and actions of the individuals attending the function. Attendees shall not mark, deface, or remove any tables, chairs, benches, equipment, signs, or other city property.
9. Recreation facilities are located by residential areas. Music may be placed with the volume adjust so it does not disturb the surrounding area and shall end by 10:00pm Sunday through Thursday and 11:59 pm on Friday and Saturday, with exception of downtown events associated with the Miles City Bucking Horse sale which occurs during and preceding the 3<sup>rd</sup> weekend in May and which shall conclude no later than 2:00am. If we receive a complaint from the neighbors after 10:00 pm or police are called, renter will lose their deposit. City of Miles City Noise Ordinance, Chapter 26, applies to all facilities and fields.
10. Animals are not permitted in any public facilities or park except service animals authorized under the Americans with Disabilities Act.
11. Vehicles shall park in designated parking areas only.
12. Overnight stay and camping is prohibited.
13. All functions in recreation areas must end by 11:00 pm. Renter is responsible to clean the facility immediately after the function according to the clean-up list and remove all personal effects. Cleaning must be completed within 30 minutes after the end of your reservation time.
14. Renter shall pick up all glass and litter in and around the facility and deposit in the dumpsters.
15. Renters shall report all damages to the Public Works Department. All non-reported damage or violations of these policies may result in the loss of privilege to rent in the future.

16. The entire deposit will be forfeited if excessive cleaning is required or unsanitary conditions exist upon inspection. This includes any bathroom within the adjoining area that was used during the event.
17. Any police officer shall have full authority to void facility rental permits should the activity hereby approved become disruptive or abusive to disrupt the peace of the area or involve any violations of park or facility rules and regulations. Violation of rules, regulations or laws may result in denial of future reservation requests.
18. It will take 2-3 weeks for your deposit to be returned to you via a check in the mail.

### **Section 3 Pools**

The City of Miles City offers three different types of aquatic facilities open to the general public:

1. Rivens-Laird Aquatic Center-Oasis pool
2. Wibaux Park Frog Pool
3. Wibaux Park Splash Pad

These facilities are open to the public June through August, weather dependent. These facilities are not available for private reservations.

#### **A. Pool Rules**

1. The main drains must be clearly visible and sharply defined from any point on the side of the pool. Anything else requires management to close the pool. This applies to the Splash pad and Frog pool only.
2. Please do not use any of the pool facilities if you have had diarrhea or any other diseases transmittable by the water in the past two weeks.
3. Swimmers who are not toilet trained must wear a swim diaper with waterproof pants and elastic openings for the legs and waist.
4. Do not change diapers within the fenced areas at the Wibaux Park Frog Pool or Splash Pad. Please use changing rooms at the Oasis Pool.
5. No animals allowed within any of the pool areas except as required under the American with Disabilities Act.
6. Offensive or unsanitary behavior is prohibited.
7. Non-swimmers and children under the age of 10 shall not use the Oasis Pool without a responsible adult in attendance. Adults must be 18 or older. Children under the age of 6 are only allowed in the Frog Pool with adult supervision.
8. No hitting with the noodles (people or the water)
9. Lifeguards may ask kids to take swim test/put on lifejacket
10. Diving allowed only off of the diving boards. If diving off of dock dive feet first.
11. No rough play
12. No running on the docks or concrete around Frog and Splash pad.
13. Groups must provide one adult, 18 years or older, for every 10 kids under the age of 10.
14. Patrons must be respectful of lifeguards, fellow patrons, the facility and its rules.
15. Patrons may not distract the lifeguards from their surveillance duties
16. Failure to comply with the pool rules and codes may result in suspension from all facilities

### **Section 4: Alcohol Policies & Fees**

All forms and documents must be submitted at least two weeks in advance. All alcohol waivers must be attached to a reservation, whether it be for a facility, park, special event, or user group. Alcohol waivers will not be approved without a reservation. A \$50.00 fee is required for an alcohol waiver along with

proof of liability insurance as stated in Miles City Ordinance# 1393 Chapter 26. Alcohol variances are only allowed within parks which have been designated by the City as alcohol variance permitted parks. Alcohol variances may be approved for sporting/special events within fields and courts pending Mayor approval, this does not include excluded parks.

Section: Vending Policies

Vending of any kind in or around public parks on public property and in recreation facilities is prohibited without approval by the Public Works Director. With Director approval, vending is only allowed when attached to a user group agreement, special event, or reservation. A waiver to sell good form must be submitted a minimum of two weeks prior to the event.

**ALL PARKS AND FIELDS BELONG TO THE CITY OF MILES CITY. ALL POLICIES APPLY TO ALL FIELDS, PARKS, AMENITY AND OTHER CITY PROPERTY. PLEASE REMEMBER THESE PARKS ARE FOR EVERYONE, LETS TAKE CARE OF THEM.**