

# City of Milton Parks and Recreation Department:

## Facility and Fields Use Policy

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The City of Milton Parks and Recreation Department (hereinafter referred to as "MPRD") has a variety of facilities and fields located within the City of Milton, Georgia ("City") that are available to rent when not in use for City-sponsored programs or City partner programs. MPRD's mission is to serve the residents of the City, and therefore City residents enjoy the first opportunity to rent available space after other programming needs are met.

MPRD hereby establishes these universal policies and procedures (the "Policy") pertaining to the rental of such fields and facilities for distribution to City employees and the general public as appropriate to ensure consistency in MPRD operations. It should be noted that each rental facility and field is unique and has specific guidelines that renters must adhere to in addition to those listed in this Policy. Rental fees will vary for each specific facility/field.

Facilities include, but may not be limited to, picnic pavilions, meeting rooms, gymnasiums and tennis courts identified by the City of Milton. Fields include, but may not be limited to, baseball/softball fields and multi-purpose rectangular athletic fields identified by City of Milton.

City of Milton facilities and fields are intended to be used by residents of the City, and City residents shall be given first priority to rent after City-sponsored programs or City partner programs. MPRD reserves the right to request participation information (including participant names and addresses) from any individual or group requesting to rent fields or facilities. Factors that may be considered by MPRD in considering a request to rent include the number of City residents involved in the rental activity.

The City of Milton reserves the right to deny facility rental requests based on the following considerations:

1. Non-Compliant Uses

Rentals that violate City zoning regulations, ordinances, or other laws are prohibited. Examples include, but are not limited to:

- Medical clinics or healthcare facilities prohibited by zoning laws.
- Any business operation or activity requiring a license or permit not permitted on civic property.

2. Conflict with Civic Purpose

The City's civic properties are intended to serve the community and align with civic and recreational purposes. Rentals for activities deemed incompatible with the City's mission may be denied, including, but not limited to:

- Activities primarily designed for profit that do not benefit the public or align with community objectives.
- Political events or demonstrations that conflict with the City's commitment to neutrality on partisan matters.

## City of Milton Parks and Recreation Department: Facility and Fields Use Policy

---

### 3. Safety and Security Risks

Rentals that present a risk to public safety, property damage, or excessive strain on City resources may be denied. Examples include, but are not limited to:

- Events with excessive noise, hazardous materials, or high-risk activities (e.g., pyrotechnics, motorized sports).
- Gatherings exceeding venue capacity or violating fire and safety codes.
- Events requiring more security or staffing than the City can reasonably provide.

### 4. Violation of Community Standards

Uses that conflict with the City's standards for inclusivity, decency, and community well-being are not allowed. These include, but are not limited to:

- Events promoting hate speech, discrimination, or exclusionary practices.
- Activities involving illegal substances, gambling, or adult entertainment.

### 5. Conflicts with City Operations

Rentals conflicting with City programs, maintenance schedules, or other operations may be denied. Examples include, but are not limited to:

- Events requiring exclusive use of facilities during times reserved for City-sponsored programs or community events.
- Rentals creating excessive wear-and-tear on facilities that interfere with future use or City-sponsored activities.

### 6. At the City's Sole Discretion

The City retains the right to deny any rental request for any reason, at its sole discretion, to ensure that public facilities are used in the best interest of the community. Decisions may be based on factors not explicitly listed above.

### 7. All decisions made by the City of Milton are final

Rentals will be subject to the following additional restrictions:

1. All rentals, except outdoor athletic facilities, will end no later than 11:00pm. Outdoor athletic facility rentals must end at 10:30pm.
2. Reservations of indoor and outdoor facilities may be made no earlier than six (6) months prior to and no later than three (3) business days prior to the requested event date.

MPRD reserves the right to amend this Policy, including the fee schedule, Rental Requests provisions, Universal Guidelines, and Fields/Facilities below, as deemed appropriate with thirty (30) days prior written notice of amendment by posting on the City's website.

# City of Milton Parks and Recreation Department:

## Facility and Fields Use Policy

---

### Rental Requests

All applicants shall complete a Field Rental Agreement ("Agreement") (exhibit "A") or reserve a facility on the City's online catalog at no cost.

Link below to website catalog

<https://secure.rec1.com/GA/city-of-milton/catalog>

Requests to rent a facility/field shall be treated as follows:

1. Groups or individuals representing a sport (or a certain level of sport) that is not offered by the MPRD may rent a field, facility or court based on availability.
2. Social activities/events may be scheduled on any field, facility, or court as long as the space is available and there would be sufficient time after the rental to prepare/maintain the space for its next scheduled use.
3. In the event a rental request is made that does not fall under item 1 or 2 above, the MPRD Director ("Director") shall determine if the rental request will be allowed.
4. A request related to a program or athletic sport currently offered by MPRD, or its partners, is not permitted, except in special circumstances which requires the prior written permission of the Director of Parks and Recreation or his/her designee.

All requests must be made no more than six (6) months prior to the requested date.

Simultaneous requests for facilities and field usage are prioritized as follows:

- 1) Elected Officials and City Staff for official purposes
- 2) City Boards
- 3) City Program Partners and Non-Profit Organizations
- 4) City of Milton Residents
- 5) Open Rental to any non-residents

In the event of competing dates/times for the same facility or field from the same priority applicant, a drawing will be held to approve the rental. The approved renter will be notified via the contact email on the completed Agreement.

Other Departments of the City will be allowed to reserve MPRD facilities to conduct City business at no cost, depending on availability.

Any individual or group which makes a rental request more than two (2) times in a calendar quarter will require the approval of the Department Director or his/her designee. Separate individuals affiliated with the same group will not be allowed to individually apply in an effort to circumvent these two (2) requests in a calendar quarter restriction.

Upon request, any business (including non-profit organizations) which rents a city field or facility must provide a valid business license number.

Fees and Deposits will be set forth in the Fee Schedule below.

## City of Milton Parks and Recreation Department: Facility and Fields Use Policy

---

The Director shall have the discretion to waive any facility or field use rental fee and/or security deposit for businesses and/or non-profit organizations that are volunteering or performing work which is directly beneficial to the City of Milton.

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# City of Milton Parks and Recreation Department:

## Facility and Fields Use Policy

---

### Fee Schedule

Rentals contracted with non-Milton residents will be charged an out of city fee of an additional 50% of the fees set forth below. Time requested for rental should include set-up and clean-up. All facility and field rentals are subject to a staff approval process.

- Indoor Facilities
  - Bethwell Community Center (two hour minimum)
    - City Resident \$50/HR
    - Non-Resident \$75/HR
    - Refundable Security Deposit \$50
  - Community Place (two hour minimum)
    - City Resident \$50/HR
    - Non-Resident \$75/HR
    - Refundable Security Deposit \$200
  - Milton Community Center at the Milton City Park & Preserve (two hour minimum)  
Applications are submitted at no cost, if approved, the following fees will be required.
    - Resident Rate \$150/HR
    - Non-Resident Rate \$225/HR
    - Refundable Security Deposit \$500
    - Cleaning Fee (as needed) \$160
    - On-Site Staff/Security/Off-Duty Police Officer \$65/HR
- Gymnasiums – Not available for rental per FCBoE agreement.
- Tennis Courts at the Milton Tennis at the Milton City Park & Preserve
  - Resident Rate \$5/HR
  - Non-Resident Rate \$7.50/HR
  - *Outside tennis pros are not permitted to provide private tennis lessons*
- Athletic Field (Diamond) - Fields at Bell Memorial Park, Birmingham United Methodist Church, Hopewell Middle School and Northwestern Middle School
  - Resident Rate \$25/HR
  - Non-Resident Rate \$37.50/HR
  - Light Usage \$12.50/HR
  - Refundable Security Deposit \$100/HR
  - Include drag and line field \$75/field/usage
  - Other fees might be necessary and determined on a case by case basis
- Athletic Field (Rectangular) –Artificial turf fields at Bell Memorial Park
  - Resident Rate \$75/HR
  - Non-Resident Rate \$112.50/HR
  - Light Usage \$25/HR
  - Refundable Security Deposit \$100/HR
  - Other fees might be necessary and determined on a case by case basis

## City of Milton Parks and Recreation Department: Facility and Fields Use Policy

---

- Natural turf fields at Crabapple Crossing Elementary School, Hopewell Middle School, and Northwestern Middle School
  - Resident Rate \$25/HR
  - Non-Resident Rate \$37.50/HR
- Legacy Park Field 1 (Small artificial turf field)
  - Resident Rate \$50/HR
  - Non-Resident Rate \$75/HR
  - Light Usage \$25/HR
  - Refundable Security Deposit \$100/HR
  - Other fees might be necessary and determined on a case by case basis
- Legacy Park Field 2 & 3 (Full size artificial turf fields)
  - Resident Rate \$75/HR
  - Non-Resident Rate \$112.50/HR
  - Light Usage \$25/HR
  - Refundable Security Deposit \$100/HR
  - Other fees might be necessary and determined on a case by case basis
- Milton Pool
  - The pool cannot be rented for private events. However, groups of eight people or larger (e.g. pre-school classes, summer camps, sports teams) may request to attend the pool as a group outing. Advance notice of the request must be submitted 15 days or more before the event date, and group use may be subject to increased rates and lifeguard coverage. Email [parksandrec@miltonga.gov](mailto:parksandrec@miltonga.gov) to request a group outing.
- Broadwell Pavilion (two hour minimum)
  - Resident Rate \$50/HR
  - Non - Resident Rate \$75/HR
  - Refundable Security Deposit \$350
  - Personal Gas Grill usage refundable deposit \$100
- Friendship Park (two hour minimum)
  - Resident Rate \$10/HR
  - Non-Resident Rate \$15/HR

# City of Milton Parks and Recreation Department:

## Facility and Fields Use Policy

---

### **ALCOHOL**

If a renter plans to have/serve alcohol at your rental, the following is required:

- Alcohol permit that is required, and it must be completed in person at the Milton Police Department.
- Completion of a background check
- Secure event insurance for the rental. The City will require proof of insurance with a minimum of \$300,000 personal injury per occurrence and \$100,000 property damage per occurrence against all claims arising from the event and the serving of alcohol selected on the policy. On the document submitted (usually a Certificate of Insurance) the City of Milton must be named as an additional insured.
- Completion of the Public Facility Alcohol Use Waiver form.

### **REFUNDS**

Full refunds will be granted if a rental is cancelled by MPRD. Refunds will be granted if requested by the renter at least ten (10) business days prior to the rental. A \$15.00 administrative fee will be deducted from all approved refunds. Events that are rained out will be offered a full refund or the opportunity to reschedule to another date. If any costs have been incurred by the City prior to the rain out (such as field preparation) those fees will still be billable. Refunds will not be granted if a rental group does not show up for their reserved time without advance notice (at least 10 business days).

### **SECURITY DEPOSIT**

Security deposits will be refunded within 30 days, provided that all trash is stored in receptacles, the facility is clean and there is no damage to any portion of the facility.

### **VACATING THE PREMISIS**

Renters are expected to vacate the facility or field by the end of their approved rental period, including time for setup and cleanup. If renters remain on the premises beyond their designated time, they will incur additional charges. These charges will be applied at the same rate per hour based upon the rented field/facility, with a minimum charge of one hour. Partial hours will be rounded up to the nearest full hour.

The additional time charges will be automatically applied if renters exceed their approved time, and payment will be due upon invoice. Please ensure that all activities, including cleanup, are completed within the scheduled rental period to avoid additional fees.

# City of Milton Parks and Recreation Department:

## Facility and Fields Use Policy

---

### Universal Guidelines

1. No one under the age of 21 years shall be permitted to enter into an Agreement with Department.
2. Renter (person whose name is on the Agreement) must be present during the entire scheduled event. Failure to do so may result in immediate forfeiture of any applicable fees and deposits, and renter may not be allowed to use any City facility in the future for a period up to, but not exceeding, two years.
3. Renter is responsible for ensuring that any guest asked to leave the premises by any City of Milton employee due to misconduct and/or violation of department rules leaves the MPRD property immediately and without incident.
4. The City of Milton reserves the right to cancel, postpone or reschedule any rental. The renter will be given a choice of a refund or to have an alternative date scheduled.
5. For the safety of all, if City of Milton offices are closed due to inclement weather, all facility reservations will be cancelled. The renter will be entitled to a full refund or may reschedule at another time as agreed upon in writing by MPRD and renter.
6. Requested times of use shall include set-up and clean-up times.
7. Per City ordinance, smoking, vaping and the use of all tobacco products is strictly prohibited in City parks, fields and facilities.
8. Per City ordinance, the use of alcohol in City parks, fields and facilities requires a special permit.
9. Except for guide animals, pets are not allowed in or on facilities or fields. Pets are otherwise allowed in the parks if kept on a leash.
10. The renter shall not have the right to assign a rental agreement or any rights hereunder or to sublet City of Milton facilities or fields.
11. Renter must provide at least one (1) adult chaperone for every fifteen (15) youth (i.e. individuals under the age of 18 years) in attendance.
12. Renter shall use only the facilities or fields that have been formally rented as identified in the Agreement. Rental activities shall not hinder or obstruct the activities of the occupants of the facility, or the accompanying or adjacent park areas.
13. The City of Milton has the right to immediately cancel any rental on site if the actions of the group put the group, any member of the group, any City employee, the general public, and/or the facility or field at risk or in danger.
14. Renter is responsible for discouraging participants at the event from the use of offensive language. The City of Milton has the right to order the removal from the premises any guest(s) who engages in physical abuse or threat of physical abuse toward another guest, a City employee or the general public.
15. Upon request, Renter must provide a Certificate of Insurance (\$1,000,000 minimum). The City of Milton should be listed as an additional insured.
16. The City of Milton reserves the right to rent different areas of the same facility or field to different groups at the same time.
17. The City of Milton does not guarantee the use of equipment, tables, chairs, etc. No tables, chairs or other City personal property may be removed from a facility or field.
18. Portable grills of any kind are only permitted in support of concession stand operations at Bell Memorial Park. At the Broadwell Pavilion, a personal portable gas grill may be brought on



## City of Milton Parks and Recreation Department: Facility and Fields Use Policy

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site and used provided an additional security deposit has been paid and the grill is used only in the designated location.

19. Athletic field participants are prohibited from gaining access to any field by climbing over a fence.
20. Only stakes or posts that can be pushed by hand into the ground may be used on any baseball/softball field. No stakes or posts of any kind may be pushed into the surface of the artificial turf fields.
21. Renters are NOT allowed to use any paint or other similar materials on athletic fields unless they have written permission of the Director of Parks and Recreation or his/her designee.
22. Renters are not to use staples, nails, glue, etc. that may leave permanent damage, to hang up any decorations at City of Milton facilities.
23. All advertisement/signage placed on City property during rental use must be previously approved by the Parks and Recreation Director or his/her designee.
24. Food is allowed via catering or self-serve at City of Milton rentable facilities. Food trucks are prohibited.
25. No open flames are allowed at rentable facilities besides propane grills, heaters and small candles.
26. Due to liability concerns and limited space, the City of Milton does not allow inflatable items (such as moonwalks), live animals, dunk tanks, firecrackers, fog machines, food trucks or other items as determined by the City in its sole discretion to be brought on the premises of rentable facilities.
27. All trash and garbage must be placed in the proper receptacles provided by the City.
28. Failure of the City to insist upon strict performance of any term or condition of this agreement shall not be a waiver of any right or remedy the City may have and shall not be a waiver of any subsequent breach of terms or conditions.
29. The City may enter the facilities/fields at any time during the rental period of inspection or supervision as deemed necessary.
30. It is agreed and understood that renters shall indemnify and hold the City, its agents and employees harmless from any and all liability, costs, legal fees, expenses, damage or injury to participants or property, and any claim or causes of action arising out of the performance of this agreement or negligence.
31. Nothing within this agreement shall be construed as a waiver of governmental immunity by the City, its officers, or employees.

# City of Milton Parks and Recreation Department:

## Facility and Fields Use Policy

---

### Facilities/Fields

#### **Bell Memorial Park** (15245 Bell Park Drive Milton, GA 30004)

- Rectangular fields - Field 1 and Field 2: 360' x 160'
- Diamond fields – Field 3 – 290', Field 4 – 190', Field 5 – 200', Field 6 – 200'
- 1 Playground
- Pavilion north of fields 1 & 2
  - 4 Picnic Tables
    - 2 Standard Tables
    - 2 Americans with Disabilities Act compliant Table ("ADA Table")
- Pavilion in front of Concession Stand
  - 2 Picnic Tables
    - 2 ADA Tables
    - Multiple standard tables in close proximity

#### **Bethwell Community Center** (2595 Hopewell Road Milton, GA 30004)

- 1 Indoor facility approximately 1300 square feet, capacity for 55 people
- 1 Outdoor Grill
- 2 Picnic Tables
- 1 Playground
- Restrooms
- 17 parking spots
- 8 Tables
- 55 chairs

#### **Broadwell Pavilion** (12615 Broadwell Road Milton, GA 30004)

- 1 Open Air Facility
- 1 Platform for a Portable Grill (grill not provided)
- 6 Picnic Tables (2 of the tables are Americans with Disabilities Act compliant Table ("ADA Table"))
- 1 Playground
- Restrooms

#### **Community Place** (2006 Heritage Walk Milton, GA 30004)

- 1 Indoor facility approximately 400 square feet, capacity for 25 people
- 1 screen and projector
- 8 tables
- 30 chairs
- Restrooms adjacent to room

## City of Milton Parks and Recreation Department: Facility and Fields Use Policy

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### **Milton Community Center at the Milton City Park & Preserve (Pool/Tennis) (1785 Dinsmore Road Milton, GA 30004)**

- Three separate rooms with a sliding door between the multi – use (middle room) and art room (room with sink)
- 5,550 square feet, capacity for 216
- Restrooms
- 123 parking spots
- 132 chairs
- 40 different types of tables
- 4 Tennis Courts
- Pool

### **Birmingham United Methodist Church Baseball Field (15770 Birmingham Hwy, Milton, GA 30004 – IGA Facility,**

- 240' baseball field
- Batting cage

### **Friendship Community Park (12785 Birmingham Highway Milton, GA 30004) – IGA Facility,**

- 1 Multi-Purpose Rectangular Field approximately ½ acre
- 1 Half-Court Basketball Court with 1 Basketball Goal
- Circular Pavilion – 24 feet x 24 feet
  - 3 Picnic Tables
    - 2 Standard Tables
    - 1 ADA Table

### **Hopewell Middle (13060 Cogburn Rd, Milton, GA 30004) – IGA Facility,**

- 1 Multi-Purpose Rectangular Field approximately 1.5 acres
- 1 Diamond shaped field – 190 feet

### **Northwestern Middle (12805 Birmingham Hwy, Alpharetta, GA 30004) – IGA Facility,**

- 1 Multi-Purpose Rectangular Field approximately 2 acres
- 1 Diamond Shaped Field – 190 feet