

AN ORDINANCE AMENDING CHAPTER 127-PARKS AND RECREATION OF THE MUNICIPAL CODE OF THE CITY OF MARSHFIELD, WEBSTER COUNTY, STATE OF MISSOURI.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF MARSHFIELD, MISSOURI, AS FOLLOWS:

Section 1: Chapter 127, Parks and Recreation of the Municipal Code is hereby amended to the following:

CHAPTER 127
PARKS AND RECREATION

SECTION 127.010. GENERAL TERMS AND CONDITIONS

- A. It is the renter's responsibility to be aware of, and abide by, all policies, ordinances, rules, and regulations pertaining to use of a park.
- B. Renters are responsible for damages to reserved facilities that occur in relationship to the event and pre- and post-cleanup times.
- C. Parks may be rented from March 15 through October 31 of each calendar year. Requests outside of this date range will be handled on a case by case basis. Operations are under the direction of the Marshfield Board of Aldermen, City administrative staff, and any agents or representatives designated by the City.
- D. All buildings, facilities and equipment are rented "as is." The City's administrative personnel should be contacted immediately if an unsafe situation is found.
- E. Any representative of the City will, at no time, be refused or prohibited from moving in, out, on or about the entire facility while conducting his/her official duties.
- F. The City of Marshfield may refuse event bookings when, in its opinion, the event may cause or have the potential to cause undue hardship on the facility, is incompatible with a previously-booked event, is not of a nature that is consistent with the City's image, when the event poses a security hazard, or when overtime staff, excessive clean-up or the possibility of excessive damage or risk to public safety exists.

- G. Unless the renter has secured the entire Park for an event, there may be times when multiple events are scheduled. The City reserves the right to schedule multiple events without compensation to involved parties.
- H. The City of Marshfield reserves to its agents and representatives the right to interpret rules and regulations and determine all matters pertaining thereto. Violations of this policy shall result in the forfeiture of all privileges, deposits, contracts, and rights to further participation.
- I. Per City Ordinance consumption of intoxicating liquor, beer or wine within City Parks is prohibited: violators will be prosecuted.

SECTION 127.020. RESERVATIONS

An event of two (2) or more consecutive years held on the same corresponding date(s) shall be classified as an Annual Event. Annual Event renters in "good standing" from the previous years, sponsoring events on a regular basis, shall have the first option for the use of facilities on corresponding date(s) in following calendar years. Anyone wishing to rent the facility for an Annual Event must submit, in writing, its desire to continue to hold its event by January 31 of the year the event will be held or the dates will be released and reopen on the calendar.

SECTION 127.030. FIRST-TIME RENTALS

The City reserves the right to require first-time renters to provide sufficient references and/or a refundable damage deposit of up to five hundred dollars (\$500.00) as well as prepayment of all estimated charges and fees.

SECTION 127.040. USAGE FEES

The fee schedule for use of park facilities is as follows:

1. *Individual Pavilions*: For non-public events, individual pavilions may be rented for ten dollars (\$10.00) per hour or forty dollars (\$40.00) for full day sessions lasting from 8:00 A.M. to 10:00 P.M.
2. *Ballfields*:
 - A. Ten dollars (\$10.00) per hour for stadium lights;
 - B. Ten dollars (\$10.00) per hour for practices;
 - C. Seventy-five dollars (\$75.00) per day field charge for tournaments or fundraisers; and

- D. A fifty-dollar (\$50.00) damage deposit shall be required for all tournament and fundraisers, which may be funded, in whole or in part, following post-event inspection by City staff.

3. Fairgrounds: A rental fee of fifty-five dollars (\$55.00) per day will be charged for all events. In addition:

- A. A fee of fifty dollars (\$50.00) will be charged for any event with animals including livestock.
- B. A fee of twenty-five dollars (\$25) per event will be charged for the setup of lights in the barns. This service must be requested by the renter upon booking.
- C. A fee of twenty-five dollars (\$25) per occurrence will be charged to prep the arena for events. This service must be requested at the time of booking.
- D. A security deposit of two hundred dollars to five hundred dollars (\$200-\$500) per event shall be required, which may be refunded, in whole or in part, following post-event inspection by City staff

4. Kitchen:

- 1. The City of Marshfield will maintain the kitchen facility at the fairgrounds. This facility must be rented through City Hall, Parks and Recreation Department, and may be reserved. If an event renting the fairgrounds does not need the kitchen building, it may be rented for a separate, concurrent event.
- 2. Pricing for the kitchen:
 - 1. Large or public events (e.g., fair, rodeo, truck and tractor pull, etc.) are one hundred twenty-five dollars (\$125.00) per day.
 - 2. Individual small or private events (e.g., birthday parties, family reunions, etc.) are seventy-five dollars (\$75.00) per day.
- 3. A damage deposit of one hundred fifty dollars (\$150.00) shall be required for all large events, including, without limitation, fairs, rodeos, and truck and tractor pulls, which may be refunded, in whole or in part, following post-event inspection by

City staff.

SECTION 127.050. LICENSING /PERMITTING

- A. All public events are required to be insured upon booking.
- B. City, County, State, or other permits may be required. It is the responsibility of the renter to secure any additional permits needed/required.

SECTION 127.060. FOOD VENDOR LICENSE

For more information, contact the Webster County Health Unit

SECTION 127.070. WORKERS COMPENSATION INSURANCE

Any Commercial Renter or sub-contractor that has employees working on the grounds must obtain and provide proof of workers' compensation and employer's liability insurance. This documentation must be presented at least one (1) month prior to the event date.

SECTION 127.080. PARKING AND STREET CLOSURE

- A. Parking shall be allowed in the designated parking areas only. No vehicle or trailer may park on the side of any roadway on the grounds, except for loading and unloading (ten-minute limit). In the event of the loading or unloading of equipment or livestock, no roadway may be blocked. When loading/unloading, an attendant must always be with the vehicle. Violators may be ticketed and/or towed at the owner's expense.
- B. Garst Drive shall always remain open for public use unless other arrangements are made with City staff prior to the event. The closure of North Marshall Street directly alongside of the park property for general public use is allowed by authorization of City Staff. Permission to close this section of North Marshall Street must be obtained a minimum of thirty (30) days prior to the first event day. Handicapped parking along this section of roadway must be kept open.
- C. RV's and other camping units (excluding bicyclists) may camp during events only (allowed one day prior to event, during event, and one day post-event with a check-out time of 12:00 Noon, unless prior arrangements are made with City staff during regular business hours.) No water or sewer hook-ups are available, although campers may utilize the gray water dump station if prior arrangements are made by the Renter with the City. No open fires or fireworks are allowed, and all pets must always be restrained

SECTION 127.090. PRE-INSPECTION/POST-INSPECTION

The City reserves the right to require renters to set up a time to meet a city official(s) prior to the set-up of any event, and again for a post-event grounds inspection. These meeting times shall be during normal business hours, with days and times determined by mutual consent; meetings shall take place at least one (1) week prior to the anticipated move-in date of the event and within three (3) business days following the event. Additional or follow-up meetings may be required by the City.

SECTION 127.100. SALES TAX

All persons selling or displaying property for sale or operating a place of amusement or entertainment must be registered with the Missouri Department of Revenue. Renters – as the organizer of the event – are responsible for making sure that the “Application for Temporary Sales Tax License” forms are distributed to all vendors/traders/entertainers, even if they are not liable for Sales Tax in the State of Missouri. If you have vendors subject to this, you must contact the Missouri Department of Revenue. A vendor booth layout must be provided to the City prior to the start of the event.

SECTION 127.110. (Reserved)

SECTION 127.120. USAGE TIMES/NOISE

For events designated as “public,” a reasonable attempt must be made to follow public event usage hours: 5:00 a.m. to 12:00 p.m. Midnight on Friday and Saturday, and 5:00 a.m. to 11:00 p.m. Sunday through Thursday. The City reserves the right to enforce these times strictly. In all other instances, unless a request is granted, the City’s park closing (10 p.m. to 5 a.m.) must be observed.

SECTION 127.130. FINAL PAYMENTS AFTER ANNUAL EVENTS

Final billing for Annual Events will be sent to renters within two weeks following the event. All outstanding balances must be paid within 30 days from the billing date. Any late/non-payments are subject to a late fee of 1.5 percent of the balance due, per month and cancellation of the following year’s scheduled event.

SECTION 127.140. LIABILITY INSURANCE

- A. No organization or group may use any portion of the premises for a public event without submitting to the City of Marshfield a lawfully transacted Certificate of General Liability Insurance in an amount of one million dollars (\$1,000,000.00) Combined Single Limit each

occurrence. The policy should include a minimum fifty thousand dollars (\$50,000.00) for damage to premises rented to you. A statement by the insurance company that it will not cancel said policy or policies without giving ten (10) days prior written notice to named certificate holder must accompany the insurance certificate and a sixty (60) day written notice for any other reason. The dates of the event must be noted, as well as the event itself, on the certificate. The City must be named as a Certificate Holder/Additional insured as follows: City of Marshfield, Attn: Parks Department, 798 S. Marshal, Marshfield, MO 65706.

- B. Renter, at its own expense, must procure the applicable insurance coverage, to be in full force and effect, covering any activities prior to the actual event date, the event proper, and any move-in, set-up or after event activities conducted by Renter or event- affiliated persons. The insurance company must be deemed by the Department of Insurance to be an admitted carrier in Missouri, and phone numbers of the agent and underwriting company must be supplied to the City with the insurance certificate. Renter is responsible for accurately estimating the number of guests who will attend the event. The Certificate of Commercial General Liability Insurance coverage must be submitted to the City no less than thirty (30) days prior to the event.
- C. Requests for waiver of insurance requirements to the Marshfield Board of Alderman must be presented at least sixty (60) days prior to the event.

SECTION 127.150. SAFETY

- A. First aid supplies must be immediately available to all event participants and spectators during the entire rental period. Ambulance stand-by is required for all rodeos and bull rides; first responders must be arranged to be present during all demolition derbies and tough truck contests. Ambulance service or first responder stand-by may be required for other events, at the City's discretion. Fire extinguishers must be secured for all events involving motorized equipment or vehicles.
- B. Flammable/combustible substances (including black powder), and other high pressure/volatile materials are not permitted unless approved by the District Fire Marshal or his/her designated representative. Fuel stoves (wood, corn, etc.) may be used for display purposes only. Fireworks are prohibited unless licensed by the City of Marshfield.

SECTION 127.160. NON-CITY PROPERTY

The City does not own electrical boxes to extend power across the Park

facility; it is the responsibility of the renter to secure any needed extensions. The City also does not own livestock pens; it is the responsibility of the renter to secure any needed pens. For information on the announcer's stand at the fairground's arena, please contact the Parks and Recreation Department.

SECTION 127.170. PERSONNEL

- A. Security. Security is the responsibility of the renter and may be required by the City in select instances. Only Missouri certified and licensed peace officers or Federal law enforcement agents may carry firearms on any park premises.

SECTION 127.180. CLEAN-UP

Under normal circumstances, the City will neatly maintain the park. It is expected to be returned to the City under the same or better condition than received. Clean-up of bedding with events involving livestock will be completed by the City at no additional cost to the event sponsor.

1. The grounds are rented "as is."
2. All user-groups are responsible for their own pre-event setup and breakdown including any temporary fencing that may be needed.
3. The renter is responsible to maintain the cleanliness of the entire facility throughout the event and to remove any debris from the premises immediately after completion of an event. This includes parking areas, barns, arenas, fences, and all other areas on the grounds. It is the responsibility of the user-group to collect all trash, garbage, etc.
4. It is the responsibility of the renter to obtain any dumpsters that are determined to be needed. No trash or debris bagged or otherwise should be left outside those.
5. Any unusual cleanup or damage or removal of debris or soil in connection with an event will result in retainage of the security deposit in part or in whole and additional charges to the renter. "Unusual cleanup" includes, but is not limited to, foreign debris in the arena, litter on the grounds or floors, improperly disposed of trash, fluids or other substances on concrete floors, signs or banners not removed from premises, etc.
6. The renter will be billed for any cleaning that the City participates in not covered by the security deposit; the billing cost shall be the normal actual wages and standard equipment charges.

7. Absolutely **NO** waste grease or other liquid waste is allowed to be dumped on grounds or in the grey water dumping station. Any non-hazardous liquid waste (corn dog batter, grease, etc.) must be placed in sealed plastic bags before being placed in dumpsters.

SECTION 127.190. MODIFICATION/IMPROVEMENTS

- A. Absolutely no modifications to any part of the grounds, buildings or equipment may be made without prior approval of the City. If prior approval has been given for such modifications, any and all modifications will be returned to its original or better condition. No trenching allowed unless approval is received upon booking and special arrangements made for filling trenches.
- B. Any improvements made permanent become the property of the City of Marshfield and shall be utilized or maintained at the discretion of the City.

SECTION 127.200: KEYS

Keys to facilities are not available to renters except at the discretion of the City of Marshfield personnel. Keys shall be picked up during regular business hours at Marshfield City Hall prior to the set-up start date of the event. Any keys checked-out to renters that are not returned will be subject to a replacement fee of twenty-five dollars (\$25.00) per key that may be retained from the security deposit.

SECTION 127.210: ADVERTISING

- A. The City reserves the right to refuse any advertisement it deems inappropriate. Signs should be removed immediately after events unless permission is granted by the City for signs/banners to be left in place.
- B. The City reserves the right to request a copy of all fliers, program books, etc., immediately upon distribution, for event record retention purposes.

SECTION 127.220: ANIMALS AND LIVESTOCK

- A. Any renter utilizing the premises for any activity or event in which live animals are used, exhibited and/or displayed shall comply fully with all applicable government agency statutes, laws, ordinances, rules, regulations and/or orders applicable to the humane care and treatment of animals. Renter assumes full responsibility to meet and satisfy all applicable governmental humane standards relative to the care and treatment of animals, and to be fully informed regarding any and all applicable statutes, laws, rules, regulations and/or ordinances as they relate to those animals under the

Renter's care and control.

- B. All cattle, swine, sheep, goats, equine, poultry, ratites, dogs, cats or other animals on the grounds for any public event are subject to current Exhibition Regulations issued by the Missouri Department of Agriculture, as well as applicable City ordinances and polices, and other government agency statutes, laws, ordinances, rules and regulations. For current Missouri regulations, the public may contact the Division of Animal Health.
- C. An event representative must sign a "Certification of Livestock Inspection." As per State regulations, City policy, and other laws and regulations, current health papers are required and must be shown for all out-of-state livestock, or any event that co-mingles in-state and out-of-state livestock (as of 1996;subject to change).

D. Required Information For All Livestock/Animals.

- 1. A list shall be maintained by all renters that provides the following information for all livestock/animals involved in the event:
 - a. Name, address, phone of exhibitor/owner.
 - b. Livestock breed, age, and permanent identification number;
 - c. Initials of person(s) inspecting animal health papers and/or animals upon arrival.
- 2. A veterinarian health inspection form may substitute for the above list. If any livestock on grounds are present without a permanent identification number or ear tags, a veterinarian must inspect that animal at the site. The city reserves the right to have its agents ask exhibitor to produce, upon request, health papers for any livestock/animals on the premises, if required by the State of Missouri.

E. Bedding that will be allowed shall be limited to sawdust, shavings, and straw. Bedding must be a minimum of four inches (4") in thickness in all stalls.

F. All stalls and walkways must be kept clean and free from hazards.

G. Removal and disposal of dead animals, as well as disinfecting of area, is the responsibility of the Renter, who may pass the cost on to the animal's owner. Notification and cause of death shall be supplied to the City as soon as possible. A licensed veterinarian

must be obtained at Renter's expense to determine if death was infectious in nature and if notification to State authorities is required.

- H. No unauthorized RV's, trailers, vehicles, motorcycles, mopeds, bicycles, skateboards, roller-skates, scooters, etc., will be permitted at any time in the barns, any other building, or in the arena area.
- I. Livestock/animals shall not be left unattended at any time.
- J. Clean out of vehicles/livestock trailers onto City property is prohibited.
- K. Hypodermic needles, medical supplies and veterinarian/ health supplies must be disposed of in a safe manner, per State/Federal regulations.
- L. All animals must be leashed/penned/tied and under control of the owner at all times. Walkways must be kept open without obstruction at all times.
- M. Non-exhibit trailers and vehicles must be parked a minimum of twenty (20) feet away from all buildings and may not be parked on any roadway or street.

SECTION 127.230: MISSOURI AMUSEMENT RIDE SAFETY ACT

Any carnival or other body operating amusement rides, as defined by State Statute, must comply with the Missouri Amusement Ride Safety Act, and any subsequent amendments. A copy of the State Operating Permit, or a letter/fax from the Missouri Division of Fire Safety, must be submitted to the City a minimum of fifteen (15) days prior to carnival set-up. The City reserves the right to inspect any ride at any time while on its premises, including inspection of the ride permit issued by State agencies.

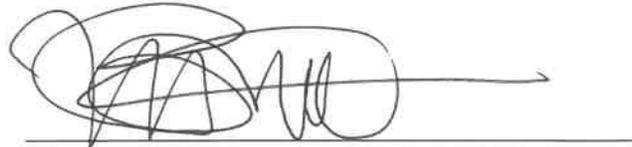
SECTION 127.240: VARIANCE

Any variances not authorized to be granted by City Staff must be presented by the Renter to the Marshfield Board of Aldermen for approval a minimum of sixty (60) days prior to event date.

SECTION 127.250 (Reserved)

Section 2. This Ordinance shall take effect and be in full force and effect from and after its passage by the Board of Aldermen and approval of the Mayor of the City of Marshfield, Missouri.

Read twice by title after proper posting in accordance with the provisions of Section 79.130, RSMo. (1988) and passed by the Board of Aldermen of the City of Marshfield, Missouri, this 25th day of June 2020.

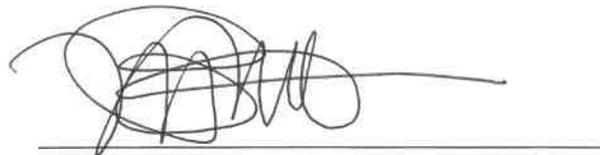


Natalie B. McNish, Mayor

ATTEST:

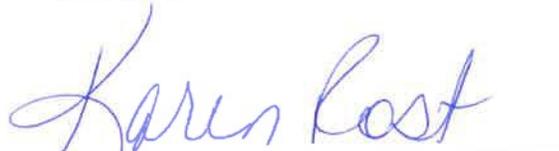

Karen Rost, City Clerk

APPROVED by the Mayor of the City of Marshfield, Missouri, this 25th day of June 2020.



Natalie B. McNish, Mayor

ATTEST:


Karen Rost, City Clerk