

The City of St. Helens Park Use Permit Process

Please note: Applications must be **complete** when submitted, including payment of fees and, if applicable, emergency response signatures, insurance, event map, proof of non-profit status, and request to waive park use fees for non-profit organization. All reservations will be considered "tentative" until the complete application is received.

1. **Reserve space tentatively with City staff**

2. **Complete a Park Use Application**

Applications are available at City Hall or online at <http://www.ci.st-helens.or.us>.

All applicants complete Sections 1 & 2.



On the application form, indicate the purpose of your application by checking the applicable box. Note the sections to be completed and advance notice required for specific types of events.

Indicate any additional requests, such as amplified sound, use of electrical connections owned by City, etc. Some additional requests require additional fees (see page 3).

If more than 50 people will take part in your event, please also complete Section 3. (See Fee Schedule on bottom on page 3.) Please remember to complete/attach the additional information requested (approval signatures of emergency response representatives, insurance, an event map, proof of non-profit status, letter requesting waiver of park use fees for non-profit organization) before submitting application. A certificate of insurance, naming the City of St. Helens as an additional insured in the amount of \$1 million, for the dates/period of use, is required for all events with 50 or more participants. NEW: Insurance proof must clearly indicate that the City of St. Helens is an "additional insured" on the policy. The designation "certificate holder" is not acceptable.

Please be sure to initial the bottom of pages 4, 5, and 6.

3. **Submit your complete application**

Submit your application to City Hall at 265 Strand St, St. Helens or by mail to the City of St. Helens, PO Box 278, St. Helens OR 97051, at least 7 days prior to your event and 30 days prior to public assembly or parade/run/walk.

4. **Approval process**

Once submitted, your application will be approved and you will be issued a Park Use Permit. The permit, a receipt for your payment, and a copy of your original application will be mailed to you prior to the event.

We recommend that you post your permit at the site of your event about two days in advance of your event. Please call 503-397-6272 if you have further questions or need more information.

➔ Applications must be complete when submitted, including payment and, if applicable: emergency response signatures, insurance, event map, proof of non-profit status, and request to waive park use fees for non-profit organization.

As per Ordinance Nos. 2003 and 2250 and all amending ordinances.



| FOR OFFICE USE | |
|--|--|
| Date rec'd _____ | <input type="checkbox"/> Insurance (attached) |
| Receipt # _____ | <input type="checkbox"/> Event Map (attached) |
| | <input type="checkbox"/> ER signatures (if applicable) |
| Non-profit organization request for Waiver of Park Reservation fees. Proof of 501(c)(3) AND request for Waiver of Park Use <u>must</u> be attached. | |
| <input type="checkbox"/> Approved <input type="checkbox"/> Denied By _____ Date _____ | |

Purpose of application (check all that apply)

- Park Use**
Complete sections 1 & 2, and Declaration on page 3
- Public Assembly of 50 or more people**
*(30 day notice required) Complete sections 1, 2 & 3 and Declaration. **NOTE:** All events for more than 50 people must include proof of insurance naming the City of St. Helens as "additional insured." See #6, page 3.*
- Parade/Run/Walk**
(45 day notice required) Complete sections 1, 2 & 3
- Athletic Field(s) Reservation**
(Single use or for less than two week period)

Additional requests (check all that apply)

- camping/overnight sleeping
- engage in commercial activity
- amplify sound
- display signs
- use during hours of closure
- use of special use area
- use of electrical connections owned by City
- other _____

See fee schedule on page 3 for applicable fees.

SECTION 1: CONTACT INFORMATION

Applicant name _____ Phone _____
 Company/Group name _____ Company Phone _____
 ON DAY OF EVENT: Contact name _____ Phone _____
 Address _____ City, State, Zip _____
 Mailing address (if different) _____

SECTION 2: LOCATION/EVENT INFORMATION

Half day = 4 hours/full day = 5+ hours

Park _____ Area _____
 Start date _____ End date _____
 Circle day(s) of the week SUN MON TUES WEDS THUR FRI SAT
 Hours from _____ to _____ ***Include hours needed for set-up and clean-up of activity***
 Event title _____ Estimated attendance _____ persons*
 Description of proposed activity _____

SECTION 3: PUBLIC ASSEMBLY *Complete only if event is for more than 50 people**

Please answer all of the questions below that are applicable to your request.

1. Describe physical facility to be used (e.g. park, gazebo, ball field, etc.) _____
2. If applicable, please describe parking provisions and attach event map. _____

**Events with 50 or more participants require insurance; see #6, page 3.*

3. Describe amount, type, and location of sanitary facilities to be used Include on event map
4. Describe preparation and inspection plan for food service* (e.g. potluck, catering)

**If your event is being catered, please provide the following Food Handler's information for the catering crew*

Name _____ Permit No. _____ Expiration _____
 Name _____ Permit No. _____ Expiration _____

5. Describe medical and emergency services plan, including names. Who will call 911? First Aid kit location?
6. Name of Insurer _____ Phone _____

All events with over 50 participants require a Certificate of Insurance/Bond in the amount of \$1 million that names the City of St. Helens as "additional insured" for the specific days and/or duration of the event. Certificate must be attached to this application when it is submitted.

7. Local emergency response approval REQUIRED signatures for event with 50 or more participants.

| Fire District | Date | Police Department | Date | Public Works | Date |
|--------------------|--------------|-----------------------------|--------------|----------------|--------------|
| 270 Columbia Blvd. | 503-397-2990 | 150 S. 13 th St. | 503-397-3333 | 984 Oregon St. | 503-397-3532 |

DECLARATION

By signing this application and initialing the bottom of all three pages of the attached "Agreements and Conditions" and "Rules and Regulations" you declare that you have read and agree to these guidelines for use of City-owned properties including public right-of-ways and that you have submitted the following items:

- Applicable fee(s) Event map, if applicable Proof of insurance/bond, if applicable

Signature of applicant or authorized agent _____ Date signed _____

Half day = 4 hours/Full day = 5+ hours

Fee Schedule

As per Resolution Nos. 1329, 1346 and 1421

| Fee type | Check all that apply | # of days | Amount due |
|---|---|--|------------|
| Park Use/Reservation <i>McCormick Park areas 1, 2, 3, 4 & soccer field Campbell Park areas 1, 2 • Godfrey Park</i> | <input type="checkbox"/> \$20 per half day | | \$ |
| | <input type="checkbox"/> \$35 per full day | | \$ |
| Columbia View Park Gazebo/Amphitheater <i>Includes electrical connection</i> | <input type="checkbox"/> \$30 per half day | | \$ |
| | <input type="checkbox"/> \$40 per full day | | \$ |
| McCormick Park Veterans Pavilion | <input type="checkbox"/> \$30 per half day <input type="checkbox"/> \$40 per full day | | \$ |
| Athletic Fields <i>Not more than 2 weeks use</i> | <input type="checkbox"/> \$5 per day x _____ fields x _____ days | | \$ |
| ADDITIONAL FEES | Use of field lights | <input type="checkbox"/> \$5 per day x _____ fields x _____ days | \$ |
| | Public assembly | <input type="checkbox"/> \$25 | \$ |
| | Parade/Run/Walk | <input type="checkbox"/> \$25 | \$ |
| | Engage in commercial activity | <input type="checkbox"/> \$25 | \$ |
| | Amplify sound | <input type="checkbox"/> \$25 | \$ |
| | Use during hours of closure | <input type="checkbox"/> \$25 | \$ |
| | Use of special use area | <input type="checkbox"/> \$25 | \$ |
| | Use of electrical connections | <input type="checkbox"/> \$20 per day | \$ |
| TOTAL AMOUNT DUE | | | \$ |

AGREEMENTS AND CONDITIONS

1. Applicant, its agents, and employees shall comply with all applicable federal, state, county, and municipal laws while engaged in the above activity.
2. Applicant agrees to clean up all garbage, refuse, and other debris resulting from applicant's use of the designated park or parks. You must carry out garbage exceeding capacity of available trash cans in park/area.

GROUPS OF 100 OR MORE ARE REQUIRED TO RENT A DUMPSTER.

3. The applicant agrees to hold harmless, indemnify, and defend the City of St. Helens, its officers, agents, and employees from any and all liability, actions, claims, losses, damages, or other costs including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the Applicant's activities, except liability arising out of the sole negligence of the City and its employees. Such indemnification shall also cover claims brought against City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.
4. It is understood that the organization, group, or individual is adequately insured for the nature and duration of the activity to be undertaken, and that proof of insurance will be provided to the City Administrator, when required.
5. Any and all structural changes to City buildings or City property by applicant shall be approved in advance by the City Administrator.
6. This permit may be revoked at any time, upon notice to applicant, its agent, or employees, for noncompliance with the terms or conditions of this permit or for the preservation of the public peace, health, safety, or general welfare.
7. The City is not able to provide assistance in moving picnic tables to accommodate your event. If you choose to move tables or your guest(s) choose to move tables, you/they do so at their own risk.
8. Do not drive on or park vehicles on park grounds except in designated parking areas.
9. At the end of your event, remove and dispose of any signs (e.g. directional) used for your event, including any materials used to secure signs.

By my initials, I declare that I
understand the terms listed above:

Applicant Initials

RULES AND REGULATIONS

The Mayor and Council have established and will enforce the following rules and regulations:

1. General

- 1.0 Parks are open for public recreation from Sunrise to Sunset. (Except by permit)
- 1.1 No peddling, soliciting or commercial enterprise is permitted in the park without a permit.
- 1.2 Disorderly conduct, abusive language, noisy disturbances or disregard of these rules and regulations will be grounds for your immediate removal from the park by police or authorized city officials.
- 1.3 Park participants will be held responsible for the conduct of and any damage to the park or its equipment caused by their children.
- 1.4 Children under 10 years of age shall not be left unattended in the park.
- 1.5 No person shall consume or have in their possession any intoxicating beverage or narcotics while in or upon the property of the park. (Except by permit.)
- 1.6 Air rifles, BB guns, bow and arrow or other guns and dangerous objects may not be used in the park.
- 1.7 No swimming is allowed on park property because lifeguards and a suitable designated swimming area is not provided.
- 1.8 Overnight camping is allowed only in designated areas of McCormick Park with a camping permit.
- 1.9 The mayor, council and their employees are not responsible for accidents, injuries or loss of property by fire, theft, wind, flood, or other natural acts which are beyond their control. Equipment furnished on the grounds is solely for your convenience and shall be used at your own risk.
- 1.10 The mayor, council and their employees are not responsible for any personal injury to children or adults using playground equipment. Participants use the equipment at their own risk.
- 1.11 You should immediately notify the Parks Department (503-397-3532) or the Police Department (503-397-1521) of hazardous conditions in the park or of conditions that are in violation of these rules and regulations.

2. Automobiles and Motorized Vehicles

- 2.0 Motor vehicles shall be parked only in the designated areas. Motor vehicles parked elsewhere or on the grass will be towed at the owner's expense. Auto repairs are not allowed anywhere at any time on park property.
- 2.1 The speed limit in the park is 10 MPH and must be observed at all times and drivers must be alert for children and pedestrians.
- 2.2 Bicycles, roller skates, skateboards and other types of non-motorized vehicles must be used properly, safely and without the possibility of injury to others.
- 2.3 Disturbing or careless operation of motorcycles, automobiles or other types of motor vehicles will be grounds for removal from the park and/or citation by City Police.

By my initials, I declare that I understand the terms listed above:

Applicant Initials

3. Park Buildings and Facilities

- 3.0 Park buildings and facilities are provided for your convenience or pleasure. You have a responsibility to use the facilities with respect for others and to keep them neat and clean. Any irregularities should be reported immediately to park management.
- 3.1 No pets are allowed in park buildings at any time.

4. Animals

- 4.0 No person shall ride or lead any horse or pony in the park, except upon roadway or designated parking area or designated bridal path.
- 4.1 Pets are permitted in most City parks only if they are on a leash that is five (5) feet or less in length. Pets shall be kept under supervision at all times and not allowed to run at large or to commit any nuisance in the limits of the park.
- 4.2 All fecal material left by the pet or animal, in the park, must be picked up, placed in a container and removed from the park.
- 4.3 Violation of these regulations will lead to the removal of both animal and owner.

5. Solid Waste Disposal and Fire Protection

- 5.0 Garbage and trash must be placed in the proper receptacles.
- 5.1 No person shall bring any non-park generated garbage into the park for the purpose of discarding or disposing of such garbage or other refuse.
- 5.2 Fires are permitted only in designated fire rings or cookers. No open fires are permitted elsewhere on park property.

6. Vegetative Protection

- 6.0 No person other than a duly authorized City employee in the performance of his or her duty or persons participating in City approved activities shall dig, remove, destroy, injure, mutilate, or cut any trees, plants, shrubs, blooms, flowers, or any portion thereof growing in the park.
- 6.1 Trees and shrubs are not to be climbed, hung-on, or used as poles for game nets or swings.
- 6.2 No signs shall be posted on the trees or shrubs, nor can any nails, screws, or other foreign objects be driven into the plants.
- 6.3 Activities that will damage the grass or flowers such as open fires or unauthorized digging are strictly prohibited.

By my initials, I declare that I understand the terms listed above:

Applicant Initials

City of St. Helens

IMPORTANT INFORMATION REGARDING CERTIFICATES OF LIABILITY (INSURANCE) FOR EVENTS HELD IN/ON CITY OF ST. HELENS PROPERTY

All events held on city property that will have 50 or more participants require a Certificate of Liability (proof of insurance) naming the City of St. Helens as an additional insured.

Certificates must name the City of St. Helens as an "additional insured" for \$1 million, and must also name the date, time and location of the event for which the insurance is valid. The designation of the City of St. Helens as a "certificate holder" will not be accepted unless it is also clearly indicated elsewhere on the certificate that the City is an additional insured.

The designation of the City of St. Helens as an additional insured and information regarding time and location must be clearly stated somewhere on the certificate. If the City is being named as the "certificate holder," please also be sure that the phrase "certificate holder is named as additional insured," appears on the certificate.

Certificates that do not meet this requirement will not be accepted as proof of liability for an event.

If you have any questions about this requirement, please contact City Hall at 503-397-6272.

12/08

Sample Only

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)
6/12/08

PRODUCER
Insurance Producer Name
Address
Phone

FOR SERVICE CALL:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| COMPANIES AFFORDING COVERAGE | |
|------------------------------|----------------------------------|
| COMPANY A | <i>Insurance Company Name(s)</i> |
| COMPANY B | |
| COMPANY C | |
| COMPANY D | |

INSURED
Insured Name
Address
Phone

COVERAGES
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| CD LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | | | | | | | | | | | | |
|--|---|----------------------|----------------------------------|-----------------------------------|---|-----------------------|-----------------|----------------------------|-----------------|------------------------------|-----------------|---------------------------|-----------------|----------------------------|---------------|--------------------------|--------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input type="checkbox"/> INCLUDES ATHLETIC PARTICIPANTS | <i>Policy Number</i> | 6/12/08 | 6/12/09 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000.00</td></tr> <tr><td>PRODUCTS-COMPIOP AGG</td><td style="text-align: right;">\$ 1,000,000.00</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000.00</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000.00</td></tr> <tr><td>FIRE DAMAGE (Any one fire)</td><td style="text-align: right;">\$ 300,000.00</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ N/A</td></tr> </table> | GENERAL AGGREGATE | \$ 2,000,000.00 | PRODUCTS-COMPIOP AGG | \$ 1,000,000.00 | PERSONAL & ADV INJURY | \$ 1,000,000.00 | EACH OCCURRENCE | \$ 1,000,000.00 | FIRE DAMAGE (Any one fire) | \$ 300,000.00 | MED EXP (Any one person) | \$ N/A |
| | GENERAL AGGREGATE | \$ 2,000,000.00 | | | | | | | | | | | | | | | |
| | PRODUCTS-COMPIOP AGG | \$ 1,000,000.00 | | | | | | | | | | | | | | | |
| | PERSONAL & ADV INJURY | \$ 1,000,000.00 | | | | | | | | | | | | | | | |
| | EACH OCCURRENCE | \$ 1,000,000.00 | | | | | | | | | | | | | | | |
| | FIRE DAMAGE (Any one fire) | \$ 300,000.00 | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ N/A | | | | | | | | | | | | | | | | |
| AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> </table> | COMBINED SINGLE LIMIT | \$ | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE | \$ | | | | |
| COMBINED SINGLE LIMIT | \$ | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE | \$ | | | | | | | | | | | | | | | | |
| GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>AUTO ONLY-EA ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>OTHER THAN AUTO ONLY:</td><td></td></tr> <tr><td> EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td> AGGREGATE</td><td style="text-align: right;">\$</td></tr> </table> | AUTO ONLY-EA ACCIDENT | \$ | OTHER THAN AUTO ONLY: | | EACH ACCIDENT | \$ | AGGREGATE | \$ | | | | |
| AUTO ONLY-EA ACCIDENT | \$ | | | | | | | | | | | | | | | | |
| OTHER THAN AUTO ONLY: | | | | | | | | | | | | | | | | | |
| EACH ACCIDENT | \$ | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ | | | | | | | | | | | | | | | | |
| EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM | | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> </table> | EACH OCCURRENCE | \$ | AGGREGATE | \$ | | | | | | | | |
| EACH OCCURRENCE | \$ | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ | | | | | | | | | | | | | | | | |
| WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> INCL <input type="checkbox"/> EXCL | | | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>WC STATUTORY LIMITS</td><td style="text-align: right;">\$</td></tr> <tr><td>OTHER</td><td style="text-align: right;">\$</td></tr> <tr><td>EL EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>EL DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>EL DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$</td></tr> </table> | WC STATUTORY LIMITS | \$ | OTHER | \$ | EL EACH ACCIDENT | \$ | EL DISEASE - POLICY LIMIT | \$ | EL DISEASE - EA EMPLOYEE | \$ | | |
| WC STATUTORY LIMITS | \$ | | | | | | | | | | | | | | | | |
| OTHER | \$ | | | | | | | | | | | | | | | | |
| EL EACH ACCIDENT | \$ | | | | | | | | | | | | | | | | |
| EL DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | | | | | |
| EL DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | | | | | |
| B | OTHER Liquor Liability | | | | \$1,000,000.00 | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
The Certificate Holder below is an Additional Insured with respect to Liability (and Liquor, if applicable) arising out of the operations of the named Insured for event on date

CERTIFICATE HOLDER
City of St. Helens
PO Box 278
265 Strand Street
St. Helens, OR 97051

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Authorized Signature © ACORD CORPORATION 1988

ACORD 25-S (1/85)