



ORGANIZATIONAL, POLICY, FACILITY OPERATIONS, SEASONAL STAFF, AND REVENUE MANUAL

MISSION STATEMENT

“Moberly Parks and Recreation is committed to providing safe and clean natural areas, recreational amenities, and other public spaces and to offer a diverse selection of activities that will promote an active lifestyle, wellness, conservation, and enrich the quality of life for all the people of the community for current and future generations.”

MOBERLY, MO
UPDATED – October 2024

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PARK AND RECREATION BOARD MEMBERS

Don Burton – President
Harley Mattox – Vice President
Russ Kennison – Secretary/Treasurer
Rachael Grime, Kay Harris, Don Hughes,
Mary Lee Noel, Lindsay Overfelt, Barry Richardson

FT STAFF

Troy Bock – Director
Leslie Keeney – Office Manager
Jenna Kitchen – Recreation Supervisor
Tracey Wilborn – Receptionist/Recreation Assistant
Dirk Miller – Parks Superintendent
Jacob Bunten – Athletic Complex/Sports Manager
Danny Koenig – Parks Maintenance
Kevin Nejedly – Parks Maintenance
Bill Conklin – Parks Maintenance
Tanner Rice – Parks Maintenance
Bill Skinner – Parks Maintenance
Jeff Tucker – Parks Maintenance
Todd Walker – Facilities Supervisor
Laura Herndon – Facilities Maintenance

ARTICLE I

ORGANIZATION AND ADMINISTRATION

Section 1 – Organization

1.1.1 Parks and Recreation Board

In an Ordinance adopted on July 24, 1923, the City of Moberly created its first Mill Tax dedicated for public parks, and thereby the creation of the first Park Board. Since then, the Park Board has operated continuously until the present day.

The membership of the Board shall be nine members appointed to three year terms by the Mayor and City Council and serving until replaced. Board Terms shall be staggered with three members appointed in June of each year. The Board shall have all the powers conveyed to them by the statutes, City Code, and as dictated in the Cooperation Agreement of Understanding established March 18, 2002. The Board shall adopt their own by-laws and elect their own officers once a year and shall meet at least once a month at a regular time and place. All property set aside by the City council and designated as public parks under the jurisdiction of the Parks and Recreation Department shall be under the oversight of the Board, including the Municipal Auditorium.

The Board shall be responsible for administrative oversight of the Parks and Recreation Department. This includes adopting policies and procedures specific to the Department, setting fees and charges relating to parks and recreation activities and facilities, oversight of the Department budget and purchasing, and making recommendations relating to Department operations. Rules, policies, and/or directives issued by the Board shall be in keeping with Federal, State, and Local guidelines.

Board members are expected to participate fully in regular meetings and committee meetings. The Board shall maintain bylaws that govern the body.

1.1.2 Parks and Recreation Director

The City of Moberly shall employ a Parks and Recreation Director who shall supervise all administrative and operational aspects of the Department. Said Director shall possess extensive practical experience and extensive formal training to enable said Director to perform the duties specified to the position. The Director shall meet with the Board at each meeting and advise the board on operations of the Department.

The Director shall be an employee of the City appointed per applicable to State Statute and City Code and consistent with such personnel rules and regulations as the City Council may from time to time adopt.

1.1.3 Other Personnel

All employees of the Department will be governed by the most current Personnel Manual of the City of Moberly. An organizational chart, lines of supervision, duties, and general responsibilities will be established by the Parks and Recreation Director in accordance with the general policies of the City of Moberly. (See Appendix A).

The Director shall exercise supervisory authority with respect to subordinates in the Department, subject to the City Manager's discretion and supervision and the provisions of the Personnel Manual. All Parks and Recreation Department full-time employees including the Director shall receive full City employment benefits

including Worker's Compensation, health insurance, liability insurance, LAGERS retirement benefits, and such other benefits as may be provided to City Employees.

Section 2 – Administration

1.2.1 Rules and Policies – General

All rules and policies set forth by the Board shall be in current form and will be incorporated in a manual or book maintained by the Department. This manual will be available at all times in the Parks and Recreation office for public inspection. The Director or designee has the authority as incidents arise to exercise their professional judgment to address or resolve issues not clearly addressed in this policy manual or to reasonably modify the policy as necessary to address a situation.

1.2.2 General Ordinances of the City

All ordinances, policies, and directives including all sections of the City Code of the City of Moberly, shall govern all operations, facilities, and properties assigned to the Board. The Board shall not make or establish any rules of policies which are contrary to Federal or State statutes or ordinances of the City.

1.2.3 Annual Budget

The Department shall, each year, prepare a budget for all operations of the Department. The Board shall establish a Finance committee to review the budget and make any recommendations. The Board shall approve the budget and recommend to the City Council its adoption into the annual budget of the City. The City Council, after public hearings, shall approve or amend the final budget.

1.2.4 Use of Equipment, Facilities, Land, Devices, etc.

All persons using the park, land, equipment, facilities, and devices provided in the parks, or with the consent of the Board, shall conduct themselves in a careful and prudent manner. No person shall be allowed to make any unusual use of any devices, land, equipment, or facilities that are furnished. All use shall be governed by the rules, policies, and regulations established by the Board. No device, equipment, game, or apparatus shall be set up anywhere in the park for the use of visitors or guests without first having obtained permission from the Director or his/her designee.

1.2.5 Charges – General

The fees and charges for the use of parks, shelters, and facilities shall be determined by the Director and approved by the Board in accordance with Missouri Statute. All fees and charges will be paid to the Department. A Schedule of Fees is attached as Appendix B of this document.

1.2.6 Signs and Displays

Signs or displays other than those erected by the Department shall not be allowed without the prior approval of the Director or designee.

1.2.7 Violations

Any person violating any section or subsection of this manual will be subject to removal from a facility or park or other legal action as deemed necessary and appropriate. The goal of the policy manual is to create an effective, efficient, and family-friendly public environment to ensure the enjoyment of parks and recreation for all. The Zero Tolerance policy (Appendix C) extends to all park users for all facilities, amenities, and park areas.

1.2.8 Vandalism

The Board and Department employees will make reasonable effort to minimize the effects of vandalism. Facilities and equipment will be designed and constructed to minimize vandalism and all vandalism will be

repaired or removed from public view as soon as possible. Full cooperation will be given to the police and other local officials and those caught will be prosecuted to the maximum allowable penalty.

1.2.9 Statement of Non-Discrimination

The Department and Board are responsible for providing leisure services and facilities for all citizens. Board members and employees will not discriminate in any manner or form based on race, creed, national origin, sex, age, sexual orientation, marital status, disabled status, or veteran status. The City of Moberly is an equal opportunity employer and all personnel practices will be in accordance with the most current Personnel Manual.

ARTICLE II

PARK POLICIES, RULES, AND REGULATIONS

Section 1 – Regulations

2.1.1 General

The Board provides area residents approximately 739 acres of parkland. The existing amenities within the park system comprise the majority of the opportunities for outdoor recreation activities in the Moberly area. Therefore, because parks play a vital role in meeting the outdoor recreation needs of area residents, certain regulations must be enforced to ensure that the parks will continue to meet the needs of area residents.

2.1.2 Park Hours

All parks are open to the public from 5:00 a.m. until 11:00 p.m. No overnight stays at the park are allowed except for permitted overnight fishing (see section 4), camping (see section 7), and facility renters who are cleaning up and leaving following a rental. Anyone found in the parks without authorization after 11:00 p.m. will be subject to eviction and law enforcement action for trespassing. Per City Code, some amenities and facilities may be subject to different hours than the general 5:00 a.m. to 11:00 p.m. as determined by the Director in consultation with the Board.

2.1.3 Vehicles

All persons operating any type of motor vehicle in any public park shall do so in a prudent and careful manner so as not to obstruct traffic and shall observe all speed and traffic regulations. All motor vehicles must park in designated areas which include those areas paved, graveled or otherwise marked for parking. For events that require more parking than space available, vehicles will need to be parked at a place that will not obstruct the use or enjoyment of any of the amenities of the park.

All public motor vehicles, which include four wheel drives, ATVs, motorcycles and any other motorized vehicle, must stay on designated roadways at all times. No vehicles, except those work vehicles of the City and other vehicles engaged in maintenance of the park are allowed to drive on non-roadway areas of the park.

Electrically-assisted pedal powered cycle on Trails

(a) For purposes of this section, the following definitions apply:

"Cycle" shall mean any device upon which a person may ride; propelled by human power, having two (2) or more wheels, excluding wheelchairs.

"Electrically-assisted pedal powered cycle" is defined as a device weighing less than one hundred twenty-five (125) pounds, having two (2) or more wheels that are a minimum of sixteen (16) inches in diameter with fully operable pedals upon which a person may pedal the cycle, propelled by human power with the assistance of an electric motor of less than seven hundred fifty (750) watts or one horsepower (1 h.p.), whose maximum speed on a paved level surface, when powered solely by such a motor, is less than twenty (20) miles per hour.

(b) Electrically-assisted pedal powered cycles shall only be operated on the paved trail in Rothwell Park. They may not be used on any other unpaved trail, paved trail, or sidewalk anywhere else in the park system.

(c) Rules applicable to electrically-assisted pedal powered vehicles are:

(1) No person shall operate an electrically-assisted pedal powered cycle on a city trail or in a city park at speeds greater than fifteen (15) miles per hour; and

(2) It shall be unlawful to operate an electrically-assisted pedal powered cycle on a city trail in a careless and imprudent manner.

(3) Users must always yield to pedestrians/hikers, slow to a walking pace when passing, and declare their presence to other trail users prior to passing.

2.1.4 Dumping/Trash

It is unlawful for any person(s) to discard of trash, yard waste, refuse, or any other type of outside waste product on City property, including any City Parks. The Department provides proper trash receptacles throughout the parks and trash created during park use may only be discarded in those receptacles. Violators of this policy may be subject to fines and other penalties as allowed by law in addition to eviction from parks.

2.1.5 Leases of Park Property

It is the practice of the Department and Board not to enter into any land leases of park property with private individuals, firms, corporations, or organizations beyond ordinary facility rentals.

2.1.6 Commercial Operations

Generally, commercial operations are not allowed at any City of Moberly park. Commercial operations are defined as any individual, business, group, or entity that is selling a product or providing a service for a fee.

If an individual, business, group, or entity wishes to engage in a commercial operation, written permission specifically authorizing such activity must be obtained from the Director or his/her designee. If such permission is given, the commercial operator is entering into a contractual agreement to pay the Department a specified percentage of the gross income taken during operations. Typically, it is 10% for a non-profit group, and 20% for a for-profit or commercial operation. The specific percentage can be negotiated by the Director at time of agreement signing. In lieu of a percentage and in certain circumstances a flat fee may be negotiated (cost recovery may also be achieved in an alternative way).

In the case of an individual, business, group, or entity that is renting a facility within the park, the Department must be made aware that selling a product or providing a service for a fee will be taking place.

2.1.7 Rental of Park Property

Persons or groups wishing to rent park property, shelters, or facilities shall do so in accordance with the rules and procedures specified in this manual.

2.1.8 Use of Firearms and Fireworks

No person shall be permitted to carry or discharge any firearms in the park unless specific permission has been granted by the Park Board where it abides by this policy manual and without contradicting City Code.

The discharging of fireworks in the park is not allowed, in compliance of Ordinance 15-229 (10) and City Code. A licensed and insured pyrotechnic company discharge fireworks for special events with the written authorization of the Director and permit from the Moberly Fire Department a minimum of 60 days in advance.

2.1.9 Annoyance of Animals / At-Large Animals

No individual, club, group, or organization shall be permitted to annoy, throw at, trap, or hurt in any way, any animal in the park, whether the animal is in captivity or running at large. Violation may result in loss of park privileges and referral to law enforcement agencies.

No domesticated animal shall be allowed to run loose in the park or allowed to be in the lakes. Animals must be leashed per City Code. Animals found running loose in the parks shall be turned over to Animal Control. Owners of animals found or observed being at-large will have complaints signed against them and they are responsible for any fines and other related costs.

No domestic or exotic animals may be released or allowed to roam free in the park.

Horses are to be used on designated trails only unless expressly authorized by City or State law.

2.1.10 Hunting

It is unlawful for any person to trap or hunt with weapons, dogs, or any other equipment within the boundaries of any park except as authorized by City Code or City Council.

2.1.11 Carnivals, Fairs, etc.

Any carnival, circus, fair, or other similar type of event shall submit a detailed proposal to the Director to review and bring before the Board once satisfactory. The proposal must be submitted a minimum of 60 days in advance. No such event shall be allowed unless first approved by the Board. Any event that advertises and sells tickets and advertising prior to receiving the necessary approval will be automatically denied. The Board reserves the right to establish the dates for an event, establish specific requirements for each event, and expects additional payment and/or deposit to reimburse staff costs, utilities, liabilities, and use of the grounds.

2.1.12 Alcohol

Per Moberly City Code, *“except by permit, it is unlawful for any person to publicly drink any intoxicating liquor...within any public park, square or cemetery, or other public grounds, or within any public building or part thereof or grounds attached thereto, within the city.”*

Groups wishing to either serve or sell alcohol at Rothwell Park must obtain either a Picnic Permit, which is for beer garden types of events, or a Catering Permit if the event will be held in one of the facilities. Please refer to Moberly City Code for full definitions. Refer to the Facility Use Policy for alcohol procedures.

2.1.13 Metal Detectors

It is the interest of the Department and the City to ensure well maintained park grounds for public use. Because opening the door to metal detector use in City parks would lead to issues including increased maintenance, patches of dead grass, and declining aesthetics, the use of metal detectors are prohibited within certain areas of City parks including near any utilities, ball fields, the Aquatic Center, and the Athletic Complex. As well, no digging shall be deeper than 12 inches below surface grade, no digging should occur within 20 ft of a tree canopy, and no tools larger than a hand gardening shovel may be used. Exceptions to this policy may be made by the Director at his/her discretion or through the creation of a designated zone(s) for metal detector use.

2.1.14 Geocaching

Geocaching is allowed in the park as long as you:

- Do not damage property, trees, or wildlife.
- Do not locate cache near facilities or in maintained areas.
- Ensure the cache contents are both safe and appropriate.

2.1.15 Concessions

When possible and reasonable, the Department will try to provide healthy concession options as identified by the Eat Smart in Parks criteria. Concession stands at the Howard Hills Athletic Complex will be open when at least two fields are in play and at the pool during regular hours.

2.1.16 Discharging Weapons

Discharge of archery equipment is allowed during park hours year around at designated archery range located east of the Aquatic Center.

Discharge of archery equipment, bb guns, or air rifles related to a tournament or special event must:

- follow submission of a detailed proposal a minimum of 60 days prior to any event to allow for appropriate staff review, modifications, final mutual agreement, and Park Board approval prior to the

event date(s). Submission 60 days prior to the event date is not a guarantee of approval or a guarantee of sufficient time for review and modification if modifications are required.

- use appropriate targets and/or ranges manufactured for the purpose.
- have restricted areas to allow for safe discharge.
- chief authority of the organization(s) must sign a hold harmless waiver.
- organizing individual(s) or organization(s) must provide the City a certificate of insurance with the City of Moberly listed as an additional insured, an endorsement of policy, and meeting all other requirements of the City of Moberly at the time of proposal.
- event must be restricted to area(s) designated or allowed by Moberly Parks and Recreation so as to minimize safety, avoid conflict among competing park users interests, and for any other reason to ensure a successful and safe event.
- maximum bb speed of 350 feet per second with deviation only allowed within a range that can be verifiably durable to greater.
- appropriate staff and volunteer levels to ensure safety throughout the entire event footprint.
- trained / certified oversight of the event is required by the lead organization, sufficient in numbers to ensure oversight of the event and safety standards where applicable (2 certified instructors for a blow-up bb gun range provided by Boy Scouts of America or successor organizations).

Section 2 – Ball Fields

2.2.1 General Rules

- The first priority for field use will be Department programs, activities, and league practices.
- Practices and games must be scheduled through the Department office, online, or by phone. All requests for reservations must be made no less than 48 hours in advance. Requests will be granted only when they are not in conflict with scheduled Department commitments and appropriate practice times and fields are scheduled. A copy of the reservation form should be taken to the field, and upon request, must be presented to the park supervisors, Park Rangers, or other users.
- Teams or individuals are not permitted to use the fields when they are wet and muddy as this will cause unnecessary damage to the fields. Field conditions will be determined by the Superintendent of Parks or Athletic Complex Supervisor/Sports Manager. The use of private equipment for dragging, scraping, or compacting a wet or muddy field will not be allowed.
- Park employees have the authority to ask anyone to leave if they are abusing the fields or equipment at the fields. No users have permission to move any equipment, including: bases, base holders, pitching plates, or home plate.
- No one is permitted to use any ball field for play or practice that has been prepared for league games.
- Ball fields may not be used for other purposes, unless permission is given by the Department. As such, fields may not be used as dog parks as fields are intended for human use only. Domestic animals are not an intended user of fields and their use results in unnecessary deterioration of the fields.
- The Department will provide field maintenance at tournaments. Rainout dates will not be given for private tournaments, but may be rescheduled if time and schedules permit.
- Moberly Parks and Recreation has a Zero Tolerance Policy at all facilities. Please see Appendix C for our Zero Tolerance Policy.
- Alcohol is not permitted anywhere in the park, unless written authorization is given by the Director and other State and City regulations complied with. Permission is not given for alcohol except at certain facilities. See Section 2.1.12 for City Policy

2.2.2 Rothwell Park

Practices can be scheduled at the following fields in Rothwell Park: Meinert Field, Patrick Field, Groeber Field. These fields are for PRACTICE ONLY unless otherwise authorized by staff when necessary due to field

availability for overflow from the Howard Hills Athletic Complex. Lights are available for night practices for an additional fee. (See Appendix B)

2.2.3 Other Fields

Fox Field at Fox Park is available for practice. All practices must be scheduled through the Department.

2.2.4 Howard Hills Athletic Complex

All baseball, softball, and football/soccer fields are available for games. All games must be scheduled through the Department. If the fields in Rothwell Park are full and with the approval of the Sports Manager, practices can be scheduled for the following fields: Blue 1, Blue 2, Blue 3, Green 1, Green 2, and Green 6.

Grills are not allowed. Food and beverages are available at the Complex Concession Stand.

2.2.5 Tobacco-Free Policy. Moberly Parks & Recreation is committed to providing safe and healthy environments for all staff and visitors. Since there is no risk-free level of contact with secondhand smoke, Moberly Parks & Recreation hereby finds it necessary to limit the use of all tobacco products to protect the health and well-being of Parks & Recreation staff and patrons, especially children, from unsafe exposure. This includes, but is not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco, e-cigarettes, vape pens, medical or recreational marijuana, illicit drugs (according to federal law), and other similar products. This policy applies to all areas of the Complex except in designated areas outside each restroom.

Section 3 – Shelters and Picnic Areas

2.3.1 General Guidelines and Rules

- Individuals or groups using any picnic area or shelter are responsible for cleanup and trash disposal. Trash receptacles are provided at each picnic area.
- Each picnic area is on a first come, first serve basis. All shelters are on a first come, first serve basis as well, unless an individual or group has reserved a shelter in advance. See Section 3.3.2 for more details.
- Users are responsible for any damage to property at picnic areas.
- Decorations and signs may be put up in the shelters, but any tape must be removed at the end of the event. Tacks, staples, nails, screws, or similar items are prohibited.
- Signs, posters, or decorations may not be attached to any trees.
- Picnic tables provided are not to be removed from the shelter where they are located.
- Grilling may only occur at designated areas at each shelter unless express permission is granted by the Department.

2.3.2 Riley Pavilion, Klein Shelter, Lake Pavilion, Fox Park Shelter, Tannehill Park, Lion's Beuth Park, and Shelters # 1, #3, #5

- All general park rules and policies are to be observed during a reservation. Anyone violating park rules may be asked to leave and no refund will be given.
- Reservations cannot be made more than 395 Days, in advance.
- No reservations will be taken with less than seven (7) days notice.
- If a non-reserved party is in process when a reserved party arrives, the renter needs to show their confirmation. If this does not resolve the dispute, renters may call the Park Ranger on duty, or the Department if it is during normal business hours. The Police Department may be called if necessary.
- Reservations are for one day at a time. Reservations including multiple dates are expected to leave at park curfew and return the next day when the facility reopens.

- Online reservations are not confirmed until a confirmation email has been sent . Depending on the type of rental, renters may still need to pick up a confirmation from the Parks and Recreation office. This confirmation needs to be on-site during the reservation.
- If there is damage to any shelter, equipment, or area associated with the reservation, renters forfeit their deposit up to the amount of repair and/or replacement of the damaged item. If the value of the damage is more than the amount of the deposit, the renter may be billed for the difference as determined by the Director. The renter will not be allowed to rent facilities until outstanding bills are paid.

Section 4 – Lake Rules and Regulations

2.4.1 Swimming, Waterskiing, Diving, Ice Fishing and Skating

Swimming, Waterskiing, Diving, ~~Ice Fishing~~, and Ice Skating are prohibited in any body of water within park property.

2.4.2 Fishing

- A Missouri State fishing license is required in accordance with the Conservation code. There is no city fishing license required for Rothwell Lake, Water Works Lake, Deer Pond, or Beuth Pond.
- No jugs, trot lines, or traps are permitted.
- Those fishing are responsible for knowledge of and compliance with all state regulations.
- Trout will be stocked in Beuth Lake annually starting November 2022 according to an agreement between the Missouri Department of Conservation and MPRD. MDC regulations regarding trout must be followed.

2.4.3 Overnight Fishing/After Hours Fishing

- Public areas of the lakes will close 11:00 p.m. to 5:00 a.m. unless an overnight fishing permit has been issued by the Department. These permits are issued at the discretion of the Director and may be obtained at the Parks and Recreation office. Please see the current Schedule of Fees (Appendix B) for the current annual cost.
- Persons with an Overnight Fishing Permit must adhere to all rules and regulations regarding fishing, boating, limits, etc. Violators will lose their permit and no refund will be given. Additionally, violators may be subject to fine and/or arrest for certain infractions.
- Persons caught fishing after hours without an Overnight Fishing Permit may be subject to fine and/or law enforcement action.

2.4.4 Boating

- There is no horsepower limit on boat motors, but all Parks and Recreation Lakes have a no-wake restriction.
- Boats may be used year-round when water is open on Rothwell Lake and Water Works Lake for fishing and leisure purposes only.
- All boats must be properly licensed and permitted in accordance with Missouri state laws.
- All boats must have one (1) United States Coast Guard approved life preserver per person on board. Minors and anyone who is not a strong swimmer must be wearing it at all times.
- All boats shall reduce speed when approaching anchored boats, ramp areas, and shoreline fishermen.
- All boats and boaters shall act in a safe and courteous manner to other boaters, fishermen, and wildlife.
- The rules and regulations of the State of Missouri must be observed at all times.
- Annual boat storage is available. Please see the current Schedule of Fees (Appendix B) for the current annual cost. Boats that are delinquent on payment will be locked up with a City lock and chain. Boats that are delinquent for a significant amount of time may be considered abandoned property.

2.4.5 General

Please respect our lakes and parks. Do not litter. Trash receptacles are provided throughout the park for your convenience. Littering may result in fines and loss of privileges.

LEAVE NO TRACE. Utilize park amenities in a way that leaves no trace of your use when you leave. This ensures the lakes remain a natural resource available for generations to come. Clean up fishing line, food containers, worm containers, plastic bags, etc. before you leave. If you see litter from others, please be a good steward of our natural resources and help clean it up. Natural resources and wildlife are a rare blessing for a community to have access to and we all need to do our part to protect them.

Section 5 – Playgrounds

- All playgrounds maintained by the Department are provided for the enjoyment and play for all citizens and visitors. While we try to inspect and maintain all playgrounds on a regular basis, please call the Department if you notice something that needs our attention so we address it as quickly as possible.
- Each playground is age-specific. As a general rule, playgrounds are designed for children up to 12 years of age. Use by older people can cause injury to the individual and damage to the equipment. Please do not use the equipment if you are too big for it.
- Do not put rocks, mulch, or other debris down the slides, as this causes damage to the slides and potentially can cause injury to users.
- Please pick up after yourself. The Department provides trash receptacles throughout the park. Littering is not only unattractive, but against city code and violators may be subject to fines.
- Please be respectful of others while at the playgrounds.

Section 6 – Tennis / Pickleball Courts

The Department currently provides six (6) tennis courts for public enjoyment, five (5) of which also serve as dual Pickleball courts. The Department also provides two (2) Pickleball courts that are specific to Pickleball only. Two of the Tennis courts are located in Northwest Rothwell Park near the Aquatic Center, and three courts are located in Northeast Rothwell Park on Park Drive and all five include pickleball lines. The Tennis Court that serves as Tennis only is located at Fox Park and the two Pickleball courts that serve as Pickleball only are also located at Fox Park. The following are general rules to be observed when using the tennis courts:

- All courts have a 1 ½ hour time limit if others are waiting to use the court.
- Court lights must be turned off if the courts are not in use.
- Appropriate shoes must be worn while on the courts.
- No skateboarding, biking, or inline skating allowed on the tennis courts.
- Private lessons and instruction need to be cleared by the Parks and Recreation Director before classes occur. A nominal fee will be assessed for anyone running their private business on public tennis courts.
- The Department reserves the right to schedule tournaments, lessons, and league play.
- The Director may set hours as necessary to limit abuse and vandalism.
- Courts are open 8 a.m. to 9 p.m.

Section 7 – Camping

2.7.1 General

Camping is only allowed in the designated camping area within Rothwell Park. No camping is allowed in any other park without the express written permission of the Director or his/her designee.

All campers are responsible for cleanup, following campground rules, and maintenance of their camping areas. Fines may be assessed if a campsite is dirty or littered.

Fees for use of the camping area are listed in Appendix B. Detailed policies are listed in Appendix D.

2.7.2 Thompson Campground

The Lionel Thompson Campground has 24 full hookup sites. Campers are responsible for any damage that occurs through improper use of the amenities provided or to their campsites. All Thompson Campground visitors must have a permanent residence and address. The RV campground may be used on a first come, first serve basis or via reservation. Payment must be made at the time of reservation. Cancellation of reservation at least 24 hours in advance of the first date of the reservation will receive a refund with a penalty fee equal to one night's fee deducted from the total payment. Cancellation 24 hours or less prior to the first date of reservation (check-in time) will not be refunded.

Thompson Campground has a variety of fees in Appendix B. The discounted monthly fee may only apply to up to the first 6 months a camper stays and remains in good standing including abiding by policies and making payment prior to each reservation or extension. After 6 months, campers must pay the nightly rate unless otherwise authorized by the Director.

Additional electric-only "overflow" sites are located near the Lodge for overflow only. An RV dump site is located near the Park Maintenance building, and use of the overflow area includes one free dump. Additional dumps require a fee. The dump station is for paid RVers at Thompson Campground only.

A Group Camp area is located immediately west of the RV area. The group camp will be seasonal - April to October depending on weather - and based on the judgement of MPRD staff. The fee will be designated annually in the fee chart and paid by one individual for the group. Between 10 and 50 campers may rent the area for the designated fee – unless authorized by the Park Board upon mutually agreeable proposal developed between the Group and the MPRD Director. The maximum allowable stay is 7 days with a minimum 90 day hiatus between visits. Adult supervision is required at a 1 to 6 ratio.

2.7.3 Policy Violations

The first violation will result in a verbal warning from the Park Ranger, the second violation will result in a written warning from the Parks Superintendent, and the third violation will result in eviction without refund. See Appendix D for a full list of campground policies. Steps may be skipped depending on the severity of the violation.

Section 8 – Miniature Train

The Miniature Train, "The Magic City Line," is maintained and operated by the Moberly Friends of the Park. The Friends of the Park are a 501(c)3 non-profit organization that operates on behalf of the Department.

The Miniature Train operates May through October. Participants may ride on the train for a fee. Additionally, the train is available for group rentals.

Under no circumstances is anyone allowed to be on or around the train, train tracks, or maintenance building unless they are accompanied or authorized by a member of the Friends of the Park, Board, or Department.

Section 9 – Disc Golf Course

The Moberly Disc Golf Course is free and open to the public. However, if there is a tournament being held-the tournament has priority.

Please respect the Disc Golf Course by following these basic rules:

- Please use the course in the manner for which it is designed. No abuse or destruction of the trails, targets or other players will be allowed
- As with a regular golf course, please do not delay play. If there are other golfers behind you, allow them to play through to avoid any delay.
- Please observe all posted signs on the course.
- Littering is prohibited. Keep all trash with you and dispose of it in proper receptacles.
- If you notice any safety hazards or maintenance issues, please contact the Department. We will resolve it in a timely manner.
- Respect users of disc golfers and users of other adjacent amenities to avoid conflict and ensure a positive experience for everyone. Such respect should be reciprocal. Violators may be asked to leave the park.

Section 10 – Walking/Running/Biking Trails/Horse Riding

Moberly Parks and Recreation provides trails in parks for everyone’s enjoyment. Please observe the following rules and guidelines when using the trails:

- The trails are designed for your safety. Please do not run, walk, or bike on the roadway, as this causes a safety hazard to you and to motorists.
- Please be aware of others on the trail, particularly when walking with a dog.
- If there is a lot of traffic on the trail, please stay to the right.
- Bicyclists should signal when passing another person and observe all rules of the road when using the trail.
- Please ensure dogs remain on their leash/lead at all times for everyone’s safety.
- Please dispose of all trash in designated receptacles.
- No motor vehicles are to be on the trails with the exception of City vehicles when necessary for maintenance and electronically-assisted bicycles as noted in section 2.1.3
- Horses are to be restricted to the horse arena vicinity, West 43 Wilderness area, and the trails designated in orange on the Rothwell Park map with the exception of the south side of Water Works Lake. (Appendix E)
- Because of the intended use of the West 43 Wilderness Area per Article II, Section 13, the trails to and from that area on adjacent park ground (through the forest between the Lodge and Athletic Complex as well as around Water Works Lake) shall remain nature trails, cleared for use, but not surfaced or excavated so as to prevent erosion, violation of DNR regulations, loss of forest canopy and to remain true to the intended undeveloped use of these areas.

Section 11 – 5Ks and Special Events

Any organization or group that is planning a 5K or any other type of special event in Rothwell Park must contact the Department no less than 60 days before the event to avoid scheduling conflicts and secure proper approval. Runs on City streets outside the park or using City streets require City Council approval. Other rules and guidelines that should be observed in planning any kind of race in Rothwell Park:

- A 5K or special event form must be filled out for approval by the Director or Park Board.
- For 5K events with a historical attendance of 100 or more racers, applications may request to hold their 5K on the streets within Rothwell Park. For races with no historical attendance records or those with records of less than 100 racers, those 5K races must remain on the trails within Rothwell Park/Howard Hills Athletic Complex. The Parks and Recreation Department has suggested trail and road routes available for applicants. For 5K events running on the road, written permission must be obtained by both City Council and the Moberly Parks and Recreation Department. For races on the trail only, approval is only required from the Department. Events that do not follow this will immediately be stopped. This is a safety concern for the racers and motorists.

- No paint or other marking on the road or trail allowed unless with temporary paint with a 30 day life or less. Stake markers or other types of direction markers are allowed as long as they pose no safety issues.
- Race organizations should provide safety volunteers at various points along the raceway to guide racers on the correct route and across roadways.
- Race organizers are responsible for ensuring litter and property related to the race are promptly removed following the race.

Section 12 – Aquatic Center

Hours are 12:00-7:00 p.m. daily during the season with the exception of July 4th (12:00-4:00 p.m.) or as weather, contamination, or attendance (fewer than 8 persons for at least 90 minutes) merit exceptions. Policies and fees are as proscribed in Appendix F.

Section 13 – West 43 Wilderness Area

In keeping with the intended use at the time of purchase in October 2011, the West 43 Wilderness Area will be maintained as a wilderness/nature area to ensure access to wilderness and nature by area residents for generations to come. The area shall not be developed or built upon and instead the only enhancement(s) shall be nature trails for hiking, biking, and horse riding within as well as to and from the adjacent areas.

Section 14 – Dog Park

Moberly Dog Park Rules

- Owner must clean up dog feces. This helps prevent the spread of disease and keeps all users happy. Seal waste in the provided plastic bags before disposing in designated receptacles.
- Dogs must be current on rabies vaccinations and license is required upon request of a police, animal control officer or Park Ranger. Tags may serve as proof.
- Dogs must be leashed when entering and exiting the Dog Park, and all dogs must have collars on.
- For the safety of your dog(s) and other park visitors, choke, prong (pinch) and spike collars are strictly prohibited. If you use these types of collars, remove before entering the park.
- No children under the age of 16 are permitted unless accompanied by an adult. Children have a tendency to scream and run when excited, which can trigger a dog's prey drive or natural instinct to chase. For this reason and the safety of your children, we do not recommend bringing small children and infants into the dog park.
- Aggressive dogs are not permitted on the premises. If you have a known aggressive dog, do not come to the dog park. Dogs must be removed at the first sign of aggression.
- Female dogs in heat or puppies less than 4 months old are prohibited from entering the park.
- Dog owners must be in the park and within view of their dog at all times.
- All off-leash dogs must be under voice control of their owners. If you cannot control your dog off-leash, keep your pet leashed at all times.
- Dog owners must keep their leash in hand at all times and there is a maximum of two (2) dogs per adult at any time.
- Please do not bring dog food or human food into the park. Small treats for reward/training purposes are allowed.
- Fill in any holes your dog digs and report any unsafe conditions to a park employee as soon as possible.
- No bicycles, skateboards, rollerblades, or any motor vehicle allowed in the dog park.
- Failure to abide by the dog park rules may result in loss of privileges or owners may be fined.

Section 15 – Shepherd’s Fields

- Shepherd’s fields are owned by the City of Moberly but operated by Moberly Area Soccer Association (MASA).
- The MASA Board establishes policies for the league.

Section 16 – War Memorial

The war memorial area is an amenity intended to recognize servicemembers generally for each American conflict as well as rare figures of preeminent national/international significance and Moberly ties such as General Omar Bradley. As of the writing of this section (December 2022), only one individual monument approved by the Park Board in March 2011. The policy of Moberly Parks and Recreation is not to add any future monuments to individuals unless they are of national/international significance in American military history – of approximate stature of that of General Omar Bradley. Individuals from Randolph County who died in the conflicts recognized have been recognized on some of the war monuments (ex: Korean Monument) rather than having a separate, individual monument to an individual. This approach preserves the integrity of the war memorial area and the significance of the General Omar Bradley statue as the centerpiece of the war memorial area and avoids the slow accumulation of individual monuments to honorable service members that will, over time, result in a cemetery-like appearance at the war memorial, diminishing the monuments to each American conflict and the General Omar Bradley monument.

ARTICLE III

FACILITY USE POLICY

Section 1 – Introduction

3.1.1 Purpose and Philosophy

The purpose of this policy is to standardize the rental and pricing policies for the facilities of Moberly Parks and Recreation. With a standardized policy, the delivery of service to the customers of these facilities will be balanced, equitable, and increase the success of the facility.

All of the facilities within the Department are designed to be multi-use public facilities intended to encourage a variety of uses to meet the economic, social, cultural and recreational needs of the City of Moberly and Randolph County. All events and activities will comply with all federal, state, and local codes, ordinances, and laws.

3.1.2 Definitions

ATTENDEE:

Any person who attends an event or function.

AUTHORIZED CATERER:

A commercial business, civic group, club, or other organization that possesses a state business license and any required permits to serve food and/or alcoholic beverages. Licenses must be displayed when using the facility.

COMMERCIAL/PRIVATE:

A Renter classification that does not receive discounts and is defined as any individual, business, or organization that sells or provides a product or service for a fee and does not have official nonprofit status.

DAY:

A regular day for the James Youth Center is any time period between 10:00 a.m. and 11:00 p.m. and for the Lodge between 10:00 a.m. and 11:59 p.m. unless otherwise authorized by the Director. For shelter and park rentals, it is 7:00 a.m. to 11:00 p.m. For the Municipal Auditorium, it is 8:00 a.m. to 11:59 p.m., unless authorized by the Director.

EVENT:

An activity or series of related activities organized by one Renter and billed under one event name.

FUNDRAISER:

An event classification held by Nonprofit Organizations or Tax Exempt entities. Fundraising events receive money from food sales, ticket charges, raffles, auctions, etc. The Nonprofit rental rate, is applicable if the group provides the necessary documentation to prove their official nonprofit/tax exempt status.

GOVERNMENT/PUBLIC AGENCIES:

Local, state, or federal agencies. A taxpayer-funded and/or governmental body. This classification receives limited discounts (Nonprofit rate).

NONPROFIT ORGANIZATION:

Corporations and Associations officially registered as a nonprofit and in good standing with the Missouri Secretary of State. Groups must provide documentation of nonprofit status to be eligible for the nonprofit rate.

TAX EXEMPT:

Groups that do not possess a nonprofit designation, but do possess a tax exempt certificate are eligible for the Nonprofit/Public rental rate. Documentation of current tax exempt status must be provided to receive the discount.

POTLUCK:

A Renter bringing home-cooked foods and/or non-alcoholic beverages, or a Renter arranging for another provider to prepare take-out food. Transporting and servicing of the food must be by the renter on a volunteer basis. Renters are prohibited from selling potluck food and non-alcoholic beverages.

PUBLIC EVENT:

Any event which allows any member of the public to attend. An event is considered public if there is no admission charge or considered community-wide. This designation also determines foodservice guidelines.

RENTER:

Any business, organization, or person who reserves space/facility.

VENDOR:

An entity which provides goods and/or services at special events. Vendors must complete a Vendor Application or register with the City of Moberly. Vendors must possess a Food Service Permit and comply with food service preparation, handling, and storage guidelines set forth by Randolph County and the State of Missouri if serving food.

Section 2 – Renter Classification**3.2.1 Commercial/Private**

Any Renter not designated by the classifications listed below. Commercial/Private events are not eligible for discounts and instead pay the Regular Rate.

3.2.2 Nonprofit/Public

This classification is for any group or entity that holds a valid nonprofit status or tax exempt status. The Nonprofit/Public rate is 25% of the Regular Rate for most facilities (i.e. non-profit rate does not apply to pool rentals).

3.2.3 Youth-Serving Organizations

Nonprofit or tax exempt groups that directly serve youth may be eligible for free reservations at the James Youth Center and/or MPRD may substitute open air shelters, strictly Monday through Thursday. All other facility policies apply.

Section 3 – General Operating Guidelines**3.3.1 Management Authority**

The Director is invested with the authority to manage and supervise the Moberly Parks and Recreation facilities, monitor scheduling and booking of events, negotiate special written agreements with community renters, to promote events, and to have accountability for all monies involved. This includes responsibility for developing, modifying, and enforcing all policies regarding activities, technical requests, space rentals, and fees. The Board

establishes a framework of fees and policies and reserves the right to refuse the use of the premises that are contrary to public policy or not in the best interest of the Department.

Following are general provisions for use:

- The Fees and Charges listed in Appendix B are incorporated into this policy and may be amended by a majority vote of the Park Board.
- The Department reserves the right to use non-used portions of any facility during setup and tear down periods or before/after event hours, providing areas are in proper order for Renter's use.
- The Department reserves free access and right to enter any portion of the premises. The Department facilities, including the premises rented and all keys shall be under the control and authority of the Director or his/her designees at all time.
- Unless otherwise specified in writing, the Director has the authority to simultaneously schedule unrelated events in areas not specifically used by the Renter without notice to the Renter(s), to best utilize the facility.
- The Director and/or the Board reserves the right to set special conditions, special fees or deposits, or refuse any request for a reservation if the proposed use is considered high-risk.
- Refusal by Renter, agents of Renter, or Caterers to abide by Department directives may be cause for expulsion from the facility for the violator and no-notice, no-refund cancellation of the event.
- The Director has the authority to require chaperones at events where the majority of the anticipated attendees are less than 16 years old. Parents, guardians, or chaperones are required for minors during event set-up, tear down, or during an event where children are present. Minors may not rent a facility; only an adult who will be present at the event may rent the facility and are the responsible party.
- Department staff maintains a Facility Use Guideline (Appendix G) and Activity/Facility Waivers (Appendix H & I) and may update it as needed independently from this manual.
- The marquee sign near the Auditorium may only advertise public events as the sign was originally intended to be used. Private events such as weddings which are invite-only may not be advertised. The priority ranking of public events is as follows:
 1. Public events held at the Auditorium.
 2. Public events organized by Parks and Recreation at Parks and Recreation locations other than the Auditorium.
 3. Public events organized by community partners in the community at locations not under the jurisdiction of Parks and Recreation.

3.3.2 Reservations

Reservations at Department Facilities shall be on a first-come first-serve basis. The following rules and restrictions apply:

- Reservations may be made for most facilities online, over the phone, or in person. Reservations must be paid in full at the time of the reservation. The Municipal Auditorium and The Lodge at Rothwell Park require deposit at the time of reservation with the balance to be paid no less than 90 days from the time of the rental. Failure to pay on time will result in cancellation of the event with no refund of the deposit. Reservations may be made up to, but no more than, 13 months or 395 days in advance. With the exception of ball fields that only allow for two reservations scheduled at one time, no more than three reservations may be scheduled at a time for any other facility.
- If an organization or group cannot pay the rental fee at the time of the reservation, arrangements must be made with the Parks and Recreation Department. This is only allowed in special circumstances.
- Confirmed events may, under extreme circumstances such as inclement or severe weather, public health, acts of God, may be cancelled or rescheduled by the Department. Any deposits would be refunded, and other charges waived in this situation or the reservation may be rescheduled.

- In general, there will be no reservations accepted for Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day, or Easter Day holidays. If - and depending upon staff availability and the Director's authorization - it is necessary to use the facility on those days, **DOUBLE** the regular rates will be charged, regardless of Renter category. There will be no additional charges for facility use on any other designated holiday.

3.3.3 Cancellation Policy

Any renter renting a facility may cancel their event up to ninety (90) days prior to their event and receive a refund minus a transaction fee of \$10. If a renter cancels between sixty-one (61) and eighty-nine (89) days prior to their event, the renter will forfeit their deposit; any rent paid is refunded. Any renter that cancels between thirty-one (31) and sixty (60) days before the time of their rental will forfeit their deposit and 50% of their rent paid. Any renter that cancels zero (0) to thirty (30) days prior to their event, both their deposit and full rent paid is forfeited. Exceptions to this policy may only be made by the Director or Office Manager and it must be under exigent circumstances. All schedule changes must be made two weeks in advance. Any hours booked and not used at the Municipal Auditorium, Lodge in Rothwell Park, and James Youth Center will not be refunded. In extenuating circumstances, staff may authorize exceptions to this policy.

3.3.4 Commercial Vendors

Usually, the only time commercial operations are allowed is when the goods or services are part of another type of event (alcohol for an event, fundraiser, etc.)

When renting a facility, the Department must be made aware that the renter will be selling a product or providing a service for a fee. Specific charges, rules, and manners of operating govern a rental where there will be commercial activity taking place. A Randolph County Food Permit may be required if the product is food (See Section 3.3.5).

3.3.5 Food Service and Catering

All food service operations at the Department facilities, unless it falls under the definition of Potluck (See Section 3.1.2), must comply with all State and County food service guidelines. There are four types of food service classifications: Private, Public, Catered, or Vendor.

- **Private:** This classification is reserved for groups that reserve the facility for private use. If food is to be served to a private group of people, or by invitation only, there is no need for a Temporary Food Permit.
- **Public:** Organizations, groups, or entities that will either sell or serve food to the public, regardless of whether money is charged, is considered a public event. Public events require that the organizing group obtain a food permit from the Randolph County Health Department. Renters must show proof of the food permit to the Department no less than 7 days before their event.
- **Catered:** This classification pertains to restaurant or licensed caterer who provides food service on a contractual basis for a specific events. Caterers must be a State of Missouri licensed Retail Food Establishment or Mobile Retail Food Establishment. Caterers must prominently display their license for the duration of the event and must comply with all local and state standards regarding food preparation, handling, and storage.
- **Vendor:** A Vendor only provides food service at special events. Vendors must obtain a Temporary Food Service Permit from the Randolph County Health Department and prominently display their license for the duration of the event.

3.3.6 Alcohol

Alcohol is only allowed to be served/sold at the Municipal Auditorium, The Lodge, and James Youth Center. No individual may serve, sell, or otherwise distribute alcohol. "BYOB" is also not allowed in any facility or park. Only groups, organizations, or businesses that hold a valid State of Missouri Liquor License, Liquor

Liability Insurance, and any other necessary permits or certifications are allowed to serve or sell alcohol. Renters must coordinate with businesses or organizations that possess such a license. In general, the following steps are to be taken:

- Make reservation for the facility with the Department stating alcohol will be served. Make sure you let us know you will have alcohol.
- Locate a business or group that will provide the alcohol and notify the Department of the vendor selection. If approved, the Department will then prepare a letter to the State Liquor Comptroller with our approval.
- Complete a Catering Permit at City Hall.
- Once approved, the signed permit and the permission letter must go to the State Liquor Comptroller for final approval. Licensing must be displayed during the event.

The Renter is responsible for all activity that occurs during their rental. All alcohol must remain on the premises where the event is being held. All other local, state, and federal laws must be obeyed regarding alcohol sales and consumption. Any violation will result in legal action, fines, and/or other penalties.

For a full description of rules and regulations regarding the sale or distribution of alcohol, please refer to the Moberly City Code.

3.3.7 Cleaning/Damage Deposits

- Cleaning/Damage Deposits are required for the rental of any Parks and Recreation facility. Please see Appendix B (Schedule of Fees) for the specific deposits for each facility.
- The deposit must be paid at the time of the rental. This money will be deposited by the City of Moberly and will be refunded at the end of the rental, providing that the renter has not done damage to the facility or has not failed to clean up properly.
- The Director or his/her designee may require a larger deposit to be made if the proposed event poses a higher risk than normal, or if the renter has a history of damage.
- If the facility and its equipment has been left in the condition that it was found, the full deposit will be returned. If any extraordinary cleaning (more than normal) is required, there will be a \$25 fee plus \$20/person/hour fee for labor that will be taken out of the deposit. If the facility or any equipment has been damaged, the deposit will be used to offset the cost for replacement. If the replacement cost is greater than the deposit amount, the Renter will be billed for the balance due.

Unless otherwise noted by Department staff or the Renter, the premises are accepted as-is with the building and all equipment in good condition. Any noted damage becomes the responsibility of the Renter.

3.3.8 Insurance / Waiver Requirements

Liability insurance and a Hold Harmless agreement – per MIRMA and City of Moberly requirements – may be required for any rental deemed to be high risk or if the nature of the event or use of the facility could result in risk exposure to the City of Moberly, as determined by the Department. The applicable Facility/Activity & Photo waiver must also be signed upon rental. (See Appendices H). If an organization does not provide the required documents, the scheduled event will not take place. The Director may refuse to allow any use of the Department facility during any period when such required insurance is not in force. Any payments already received will be processed according to the refund policy.

3.3.9 Security and Personal Property

The Renter assumes responsibility for the acts and conduct of all persons attending the event or acting for or on behalf of the Renter. The Renter must have on hand at all times such security as the Director may deem necessary for the maintenance of order and protection of persons and property on the premises. The Renter is

responsible for arranging and payment of all security needs. Security personnel must not consume or be under the influence of alcohol or illegal substances while on the premises. The Department reserves the right to eject, for cause, any person or persons from Department facilities. Once a Renter has taken possession of the facility, the physical security of the building is the responsibility of the Renter.

All personal property brought to a Department facility by the Renter during the Renter's occupancy is the sole responsibility of the Renter and neither the City of Moberly nor the Department shall be liable for its loss by fire, theft, or otherwise. If the Renter fails to remove any property at the end of the previously agreed upon move-out time and has not made prior arrangements with the Director, a reasonable effort will be made by the Department to contact the Renter for retrieval of items in a timely manner. Additional rental fees may be charged for additional units of time used or, if contact is unsuccessful, the Department shall remove and place of said item(s) in Lost and Found.

3.3.10 Specific Restrictions

The following restrictions apply to the use of the Department facilities and failure to comply may result in loss of deposit, eviction, and/or cancellation of the event:

- **Sublet or Subcontracting:** Renters may not sublet any rented space(s), or in any way assign the rented space(s) to any other person or organization except as provided in the Rental Agreement and/or approved by the Director.
- **"BYOB":** "Bring Your Own Bottle" of alcoholic beverages is strictly prohibited. Alcoholic beverages must be purchased, provided, and served by a Licensed Alcohol provider having appropriate licenses and other City of Moberly and state requirements. See Section 3.3.6 for more details.
- **Solicitation:** Solicitation, collections, requests for donations, or distribution of literature are prohibited unless sponsored by and specific to an approved event. Any donation receptacles must be clearly labeled as to the recipient(s) of the donation.
- **Tobacco:** For the health and safety of all staff and patrons, Moberly Parks & Recreation Facilities are tobacco-free facilities. This includes, but is not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco, e-cigarettes, vape pens, federally prohibited substances, and other similar products. No tobacco use is permitted in any indoor area of the facility or within 20 feet of any ingress/egress (entry/exit). Additionally, no tobacco use is permitted at playgrounds, on all Aquatic Center property (including the parking lot and anywhere within the fence), or at the Howard Hills Athletic Complex, except in designated areas outside each restroom.
- **Public Safety:** Only licensed and bonded security staff or local, state, or federal law enforcement officers may carry guns or other firearms, knives, or other weapons when required to keep the peace.
- **Miscellaneous:**
 - Except in designated RV/Camping areas, the Moberly Parks and Recreation facilities are not to be used as sleeping or lodging accommodations, unless prior written consent is obtained by the Director.
 - Children under 12 years of age must be supervised at all events.
 - Animals are prohibited in the Auditorium, Lodge, and James Youth Center, with the exception of service animals. Any other exceptions must receive Board approval.
 - Cage fights, mixed martial arts, or similar events are allowed per Park Board vote in 2024 on a case-by-case basis with organizer providing an increased deposit, additional security, meeting insurance requirements of the City, reimburse additional MPRD (4) staff, organizer must provide its own staff, and alcohol sales and consumption are prohibited.

Section 4 – Fees and Charges

3.4.1 General Information

The Board will adopt, as part of this overall policy, the Fees and Charges listed in Appendix B. Periodically, the Board will review these Fees and Charges and consider recommendations for changes from the Director.

In the event that Fees and Charges are increased, any event that has reserved a facility prior to the change will be charged at the lower rate. The increase will only apply to groups that reserve a facility after the new Fees and Charges are approved and take effect.

As a taxpayer-funded entity, unrented dates must remain open to public rental. Use of facility is only permissible during the hours rented. Decorating, dropping off materials and other items, etc. is not permissible outside the rented hours unless authorized explicitly by the Office Manager or Director *in writing* detailing the date and time of authorized setup with date and signature of authorization. The renter must have this authorization at the facility at all times.

3.4.2 Nonprofit Events

To be eligible for the reduced rates, Nonprofit Organizations must provide documentation to the City of Moberly of their nonprofit or tax exempt status from the IRS or State agency. For organizations that use the Moberly Parks and Recreation Facilities regularly, a copy of this documentation may be kept on file at the Parks and Recreation offices.

For general meetings in which a Nonprofit Organization that serves youth is not charging admission or otherwise making money from an event, there is no rental charge to the Organization Monday through Thursday at the James Youth Center and open shelters. Nonprofit Organizations cannot reserve any facility for free meetings on Fridays, Saturdays, or Sundays. Nonprofit Organizations that do not specifically serve youth will be charged the nonprofit rate, regardless of the type of event it is holding.

For fundraisers and other events in which the youth serving Nonprofit Organization is making money through ticket sales, admission, etc, the organization will be charged the nonprofit rate.

City events will not be charged rent in the interest of mutually-beneficial cooperation among departments. However, preference should be given first to the James Youth Center when possible.

Practices related to local youth leagues, the Department's sponsored leagues, and local traveling youth teams may be scheduled rent-free if:

- No more than 2 reservations per team are on the books at a time.
- If no field preparation is required.

3.4.3 Requests For Discount / Request For Donation

If an organization can demonstrably show that it fits the criteria for a discount, a Request for Discount Form may be completed (See Appendix J). This form is available at the Parks and Recreation office. The form will be evaluated by staff and, if necessary, brought before the Park Board at the next available meeting. Requests for Discount Forms must be received no less than 60 days prior to their event.

The Park Board may, at their discretion, approve the requested discount, determine another discount amount, or require the full payment. Organizations are not required to attend the meetings, but it is encouraged in order to represent the organization.

Similarly, the Department may donate in-kind items such as pool passes or a campground stay up to a total value of \$50 per calendar year/person and \$1,000 aggregate to nonprofit organizations in our service area. To apply, registered nonprofits must submit a Request for Donation Form (See Appendix K).

ARTICLE IV

FINANCIAL REGULATIONS AND POLICIES

Section 1 - General Overview

4.1.1 Statement of Need

It is the responsibility of the Parks and Recreation Department to offer a comprehensive recreation program, provide public facilities for rental, and provide public parkland. It is necessary to enforce a sound and consistent policy that will continue to generate supplementary revenues in addition to tax dollars to address continued demands for new and expanded services and because of the continual rise in operational expenses.

4.1.2 Authority and Responsibility

Any significant revision to the financial policy must come before the Board for approval unless a revision needs to be made by the Director to ensure compliance with the Finance Department and/or to urgently update best practices to resolve or prevent an issue. The Board has authorized and charged the Parks and Recreation staff with providing oversight in the implementation of the policy and directed the Parks and Recreation Director to establish appropriate procedures to administer the policy's goals and guidelines. The Park Board is responsible for the adoption of all fees and charges of the department (see 1.2.5).

4.1.3 Statement of Philosophy

The basic philosophy of the Moberly Parks and Recreation Department is to offer year-round diversified recreation services, ensuring that all citizens have equal opportunity and participation. It is necessary to charge fees and pursue other supplementary revenues and resources because the demand upon the department is greater than the public funds available.

4.1.4 Annual Review

The Moberly Parks and Recreation Board and staff shall annually review this policy and all fee schedules to ensure that fees and charges are in keeping with current trends and costs.

Section 2 - Fees and Charges/Cost Recovery

4.2.1 Basic Services

The Moberly Parks and Recreation Department will continue to provide some basic park and recreation services at no charge. These services include: entrance into parks, comfort stations, greenways, trails, playgrounds, etc. Public funds will be used to acquire, improve, maintain, and manage all parkland and facilities. Registration and rental fees will be charged for most programs.

4.2.2 General Guidelines

Charging fees is an equitable method of recovering a portion or the full cost of special events, activities, lessons and classes, sports leagues, or other personal recreation services. The following are definitions of the various types of fees the department will collect:

- **Rental Fees:** Rental fees will be charged for the privilege of exclusively using tangible public property. This includes parks, shelters, ball fields, and facilities.
- **Registration Fees:** Registration fees may be charged for any event, sport, or activity in which there are direct costs incurred by the department staff for staffing, materials, utilities, etc.
- **Permit Fees:** Permit fees will be charged for the privilege of camping-or overnight fishing on public property. Permit fees will also be charged for the use of other special services of the department.

- **Admission Fees:** Admission fees will be charged to attend special performances or events that require talent, equipment or extra staffing, or where the proceeds are used to pay for the activity. Admission fees will also be charged for entrance into the Moberly Aquatic Center as a way to offset operational costs associated with that facility.
- **Deposits:** Deposits (in addition to rent) are required for reserving any facility. These deposits are refundable and will be used if there is damage to the facility or to any Parks and Recreation equipment or property associated with the rental, unusual cleanup, or violations of the Facility Use Guidelines.
- **Special Fees/Charges:** Special fees and charges may be applied to a rental or reservation if that event will require extra setup, cleaning or staffing. Examples of these may be: Custodian Fees, Setup Fees, etc.

4.2.3 Cost Recovery

- **Special Events, Activities, Classes, and Facilities**

Staff will attempt to recover direct costs associated with these activities. Direct costs include part-time staff costs, materials, and equipment. Annual events free to the public are designed to allow all residents to be able to attend, while events that are of a more specialized nature that will be designed to recover costs and in rare cases make a small profit for the department. Fees and charges for each event, activity, class, and facility are determined by Department. Fees for special events may be determined by the Director.

- **Concession Operations**

Concessions will be operated as a for-profit activity each year. Due to fiscal year and seasonal differences, staff will maintain a record of profit and loss starting with the first activity of the spring season at the Athletic Complex, usually in April. A profit/loss report will be presented to the Park Board at the end of each season. When possible and reasonable, Moberly Parks and Recreation will try to provide healthy concession options as identified by the Eat Smart in Parks Criteria.

- **Aquatic Center**

Fees for the Aquatic Center are set by the Park Board. Aquatic Center fees are not designed to recover a set percentage of costs but are determined by the amount that is deemed fair based on comparable facilities and current trends.

- **Rentable Areas**

Fees for all rentable areas, including but not limited to: parks, ball fields, the Municipal Auditorium, shelters, and multipurpose buildings are set by the Park Board. Fees for rentable areas are determined by past rental costs and current trends, with the goal of at least recovering the estimated cost during the hours rented.

- **Archery Range and Campground**

Use of the Archery Range requires no fee, but a suggested donation to recover some cost to offset annual maintenance at the range. The donation is set by the Board.

The usage fees at Thompson Campground are set by the Board. The campground is operated to recover all of its maintenance and operational costs in addition to making a profit to assist with the operational costs of the surrounding parkland and amenities. These fees are based on comparable facilities in other locations.

Section 3 - Accounting and Cash Handling

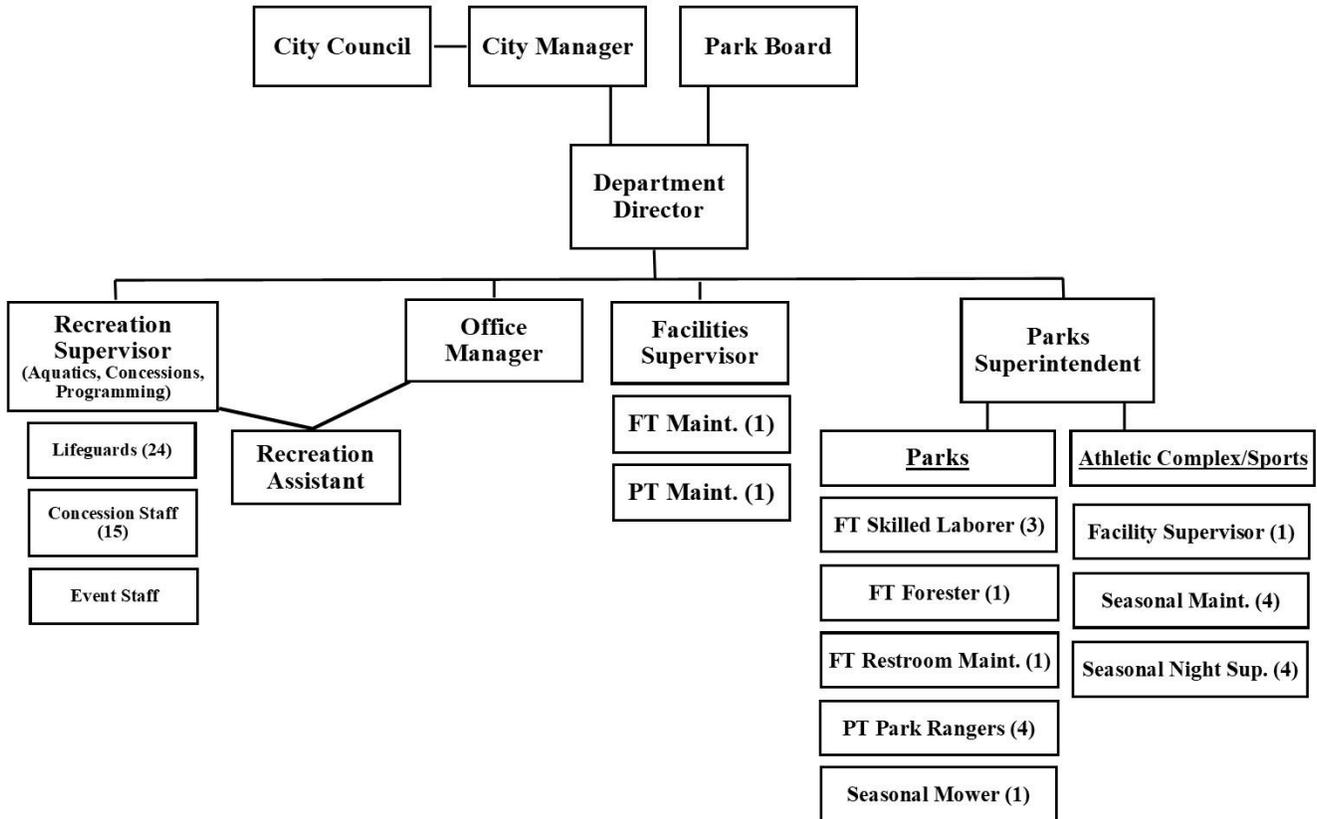
4.3.1 General Guidelines

Moberly Parks and Recreation will be collecting fees and charges, gifts of land or personal property and grant revenues as a result of this policy. The collection, control, record keeping, expenditures, and accountability of all revenues and property will follow state statutes, local ordinances, and internal City and Department policies.

4.3.2 Money Handling Procedures

The Department will maintain internal policies and procedures regulating the way money is handled at specific locations across Department operations.

Appendix A Organizational Chart



City of Moberly Parks and Recreation Organization Chart

Appendix B Schedule of Fees

MPRD Facility Fees

Facility fees and charges are subject to change

	Regular Rate	NP Rate*	Deposit**	Extra Charges
Municipal Auditorium ***	\$70/hr	\$52.50/hr	\$200	
Park Facilities (per day)				
Aquatic Center	\$300/hr		\$200	
Multipurpose Lodge ***	\$45/hr	\$33.75/hr	\$200	
Riley Pavilion	\$200	\$150	\$100	May be rented with the Lodge only
Amphitheater	\$45/hr		\$200	
Solar Pavilion	\$150	\$112.50	\$100	
James Youth Center ***	\$30/hr	\$22.50/hr	\$200	
Klein Shelter House	\$50	\$37.50	\$25	
Lake Pavilion	\$50	\$37.50	\$25	
Shelter #1	\$50	\$37.50	\$25	
Shelter #3	\$50	\$37.50	\$25	
Shelter #5 (Lion's Shelter)	\$50	\$37.50	\$25	
Fox Park Shelter	\$50	\$37.50	\$25	
Tannehill Gazebo	\$20/hr	\$15/hr		
Lion's Beuth Park (Entire Park)	\$500	\$375	\$200	
Depot Park (Entire Park)	\$300	\$225	\$200	
Depot Park Shelter	\$50	\$37.50	\$25	
Equestrian Area	\$200	\$150	\$50	
Legacy Overlook	\$100	\$75	\$100	
Camping				
RV-Full Hookups	\$35/night	\$600/month		(Nightly Rate After 6 Months)
Overflow RV Area	\$25/night			
Group Camping	\$175/night		10-50 people; 7 day max	
Dump Station [Campers Only]	\$20			
Other				
Archery Range	Donation			
Canoe / Small Boat Storage	\$50/calendar year			
Overnight Fishing Passes	\$25/person/year			
Paddleboats	\$10/hr			

* Must be a registered non-profit entity

** If this is a large/high risk event, deposit may be more and insurance may be required, deposit is only refunded if there is no damage to the Facility

*** The Auditorium, Lodge, and James Youth Center rentals must be consecutive hours and a 4-hour minimum

\$100 DEPOSIT FOR PAID FIELD RENTALS

Moberly Parks & Recreation Athletic Field Fees	Type of Field	Non-Profit	General/Private
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All fields (excluding Green 3, 4, & 5 and Red 1 & 2) and courts are available for practice free of charge. Only two practices may be scheduled at the same time.

Rothwell Park Athletic Fields

Groeber Field	Baseball	\$75.00	\$100
Meinert Field	Baseball/Softball	\$75.00	\$100
Patrick Field	Softball	\$75.00	\$100

Howard Hills Athletic Complex Fields

Blue 1	Soccer/Football/T-ball	\$93.75	\$125.00
Blue 2	Soccer/Football/T-ball	\$93.75	\$125.00
Blue 3	Soccer/Football/T-ball	\$93.75	\$125.00
Green 1	Softball/Baseball	\$112.50	\$150.00
Green 2	Softball/Baseball	\$112.50	\$150.00
Green 3	Softball/Baseball	\$112.50	\$150.00
Green 4	Softball/Baseball	\$112.50	\$150.00
Green 5	Baseball	\$112.50	\$150.00
Green 6	T-Ball	\$112.50	\$150.00
Red 1 (Grass infield)	Baseball	\$150.00	\$200.00
Red 2	Baseball	\$112.50	\$150.00

Other

Fox Park Field	Softball/T-Ball	\$37.50	\$50.00
Tennis Courts		\$10/hr	\$10/hr
Pickleball Courts		\$10/hr	\$10/hr
Lights		\$20.00	\$20.00
Additional Field Prep (Football/Soccer)		\$50.00	\$50.00
Additional Field Prep (Baseball/Softball)		\$50.00	\$50.00

Appendix C

City of Moberly Parks and Recreation Zero Tolerance Policy

To ensure a safe, enjoyable, fair, and positive experience for all who use the City's recreational facilities, the following policy is in effect and is fully enforceable by the City of Moberly against all organizations, leagues, and individuals.

This policy addresses inappropriate or disruptive behavior interfering with the enjoyment of all MPRD facilities by parents, participants, officials, spectators, and employees, etc. The policy emphasizes fairness, respect for others, and responsible, mature behavior when responding to emotional or stressful situations.

Our policy is that inappropriate or disruptive behavior will not be allowed or tolerated on the grounds of City recreational facilities. Inappropriate or disruptive behavior shall include, but is not limited to:

- Using loud, obscene, or vulgar language in a boisterous, combative, or confrontational manner.
- Taunting of individuals, coaches, officials, players, employees, or spectators, by means of baiting, stalking, ridiculing, or threatening physical violence.
- Exhibiting behavior detrimental to the physical and/or emotional well-being of participants.

Our staff has been instructed to contact the Moberly Police Department when such behavior occurs and staff or league officials are unable to control the situation. Violators will be escorted from the facility and will not be allowed to return until the City of Moberly Parks and Recreation Department determines if and when the individual(s) will be allowed to return based on totality of the circumstances.

If any person involved, employed, or in association with MPRD, Private Leagues, or other organizations violate the Zero Tolerance Policy (this includes, but is not limited to: all coaches, players, fans, umpires, and scorekeepers), said person shall be immediately removed from proximity of the facility and will be escorted from the property and expelled for the period determined by MPRD (for leagues, a minimum of two games for the first infraction). The second removal of the same individual will result in the banning of said individual from the facility (for leagues, end involvement for the duration of the season). Re-instatement in the future (for leagues, for the next season) is predicated upon the review of the MPRD Director after consultation with the Private League officials, organization, or individual. MPRD, organization, or Private Leagues reserve the right to take action above and beyond this policy including skipping disciplinary steps and pursuing permanent expulsion if the circumstances merit, however this policy provides a minimum standard for discipline.

Please enjoy our facilities and programs. Please support and respect players, coaches, officials, staff, and all attendees in a positive, productive, and sportsmanlike manner.

Appendix D

Rules and Regulations for the Thompson Campground & Primitive/Tent Camping

1. Check-out time is 2 p.m. Check-in time is 3 p.m.
2. Campers are liable for any damages including hitting or backing over water hydrants, utility boxes, picnic tables, or other equipment. Campers are also liable for damages to trees and land.
3. Limited off-site parking is available for trailers and boats.
4. One Vehicle only per camping space. See Ranger for additional parking. No parking at mini-train station.
5. Campsites must be kept orderly and clean. A dumpster is provided for routine consumable garbage derived from camping. Campers are responsible for making special arrangements for large items.
6. Maximum of 2 pets per camping site. Pets must always be leashed and accompanied.
7. Alcohol is not allowed outside of camper.
8. No nails, tacks, staples, etc. in trees.
9. By City Ordinance, all vehicles must be kept on paved or graveled areas only.
10. Full hook-up at sites numbers 1 through 24 are provided with 50amp, 30amp, 110 volt, and water and sewer hook-up.
11. RV campers may stay for recreational camping on a month-to-month basis, paying only a single month at a time. Renewal may be granted only upon complying with all the rules of the campground and City.
12. Clothes lines are permitted if tied around a tree. No fastening into trees.
13. Group camping is allowed only in designated areas. Group camping is allowed from April to October only or as determined by MPRD based on weather and safety conditions. Group campers may only stay for a maximum of 7 days in a 90 day period.
14. **ALL CAMPERS MUST PAY FOR THEIR STAY IN ADVANCE.** Failure to comply may result in eviction, cancellation of reservation, and/or camper may be prohibited from returning.
15. All campers are required to use a heated water supply connection between their camper and Moberly Parks and Recreation's water hydrant during cold weather months. The heated water supply connection should be designed and designated to be temperature rated up to negative 20 degrees Fahrenheit, under constant pressure, and with an insulated wrap on entire hose, to keep the hose from freezing (brands such as Camco, Freeze Ban, Valterra and Pirit are acceptable).
16. Campers **MUST** have their own towing vehicle, tow themselves in, and be able to tow themselves out. **ABSOLUTELY NO RV OR OTHER VEHICLES DROPPED OFF BY ANY THIRD PARTY.**
17. Thompson Campground is a recreational campground, not a substitute for a residence. All campers must have a permanent residence and address. Providing false information is grounds for eviction.
18. All vehicles parked in Thompson Campground must be Recreational Vehicles (campers) that are manufactured and sold strictly for camping purposes. Vehicle must be clean and have proper maintenance, maintenance on campers may **NOT** be done on site.
19. Anyone not following rules, policies, or employee directives will be evicted. (No refund)
20. No local (permanent residence/address within 30 miles) campers for more than 14 days.
21. No outside firewood. Bundled wood is available from the Park Ranger.
22. Quiet time is 10:00pm. No campfires after 10:00pm.
23. Monthly discounted fee of \$600 applies for a maximum of 6 months after which the nightly fee applies.

Charges for Camping

\$35 per night for full hookup

\$20 per night for overflow (electric only)

\$600 per month for full hookup \$175 per night for Group Camping (10-50 people)

Campground Refund Policy: Any renter requesting a refund for dates at least 24 hours in advance will be refunded those dates but charged the fee of one full night's stay at Thompson Campground.

Ranger Hours

Summer

April 17

Monday-Friday

Saturday/Sunday

October 15

3:00 p.m. – 11:00 p.m.

7:00 a.m. - 11:00 p.m.

Winter

October 16

Monday-Friday

Saturday/Sunday

April 16

2:00 p.m. – 9:00 p.m.

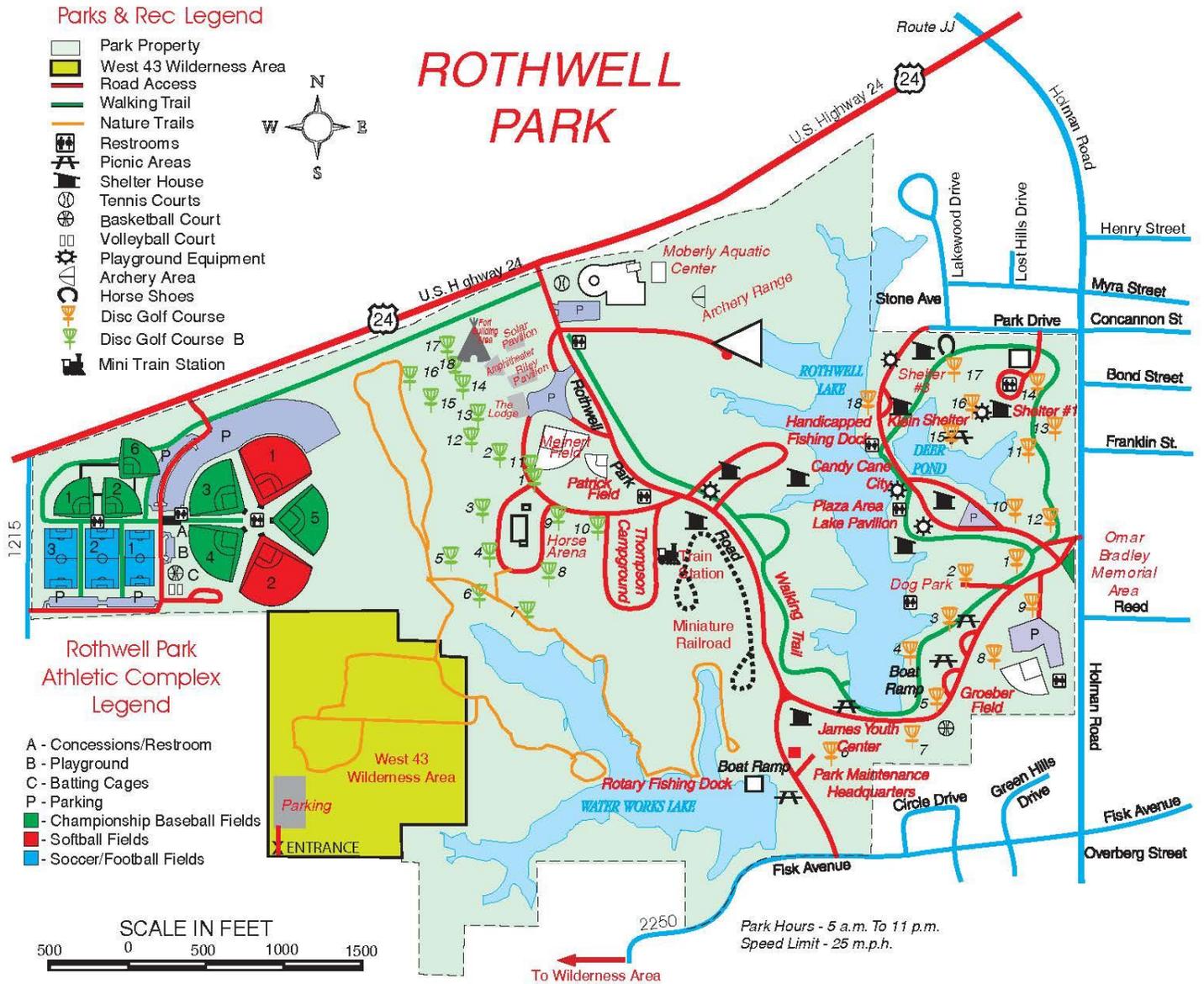
7:00 a.m. – 9:00 p.m.

RV Spot# Camper/Renter (signature)

Camper/Renter (print name)

Date

Appendix E Rothwell Park Map



Appendix F

Aquatic Center Policies and Admission Fees

General Policies

- Max Attendance: 450
- Aquatic Center will closed if attendance drops below 8 people for at least 90 minutes.
- If an incident (rain, lightning, contamination) happens before 3 p.m. rain passes will be given.
- 30-minute delays are observed in the case of lightning and thunder (site &/or sound). Any lightning that occurs during a 30 minute delay, another 30 minutes will be added to the time.
- Aquatic Center will close when air temperature plus water temperature is below 140 degrees.
- Weather, contamination, or other closures are expected and occasionally necessary for public safety. No refund will be provided on season passes as this assumption is accounted for in the price.
- Obey they lifeguards and other posted rules at all times.
- Lifeguards are here for everyone’s safety. Do not distract/harass them.
- For your safety, walk. Do not run.
- Showers must be taken before entering the pool.
- Appropriate swim attire only. No street clothes or footwear, in or around the pool. See posted policy.
- Outside food and drink are not allowed.
- Concession food must be kept in the concession area.
- All children 12 and under must always be accompanied by a person 16 years or older.
- No rough play is allowed in the water or on the deck.
- All organized groups must have a minimum of one adult per 5 children.
- At the discretion of a lifeguard, a swimming test may be required for all young swimmers to swim in the deep water or use the diving board.
- Smoking, tobacco, E-cigarettes, and federally prohibited substances are prohibited at the Aquatic Center, including the parking lot.
- No alcohol of any kind on the premises.
- The City of Moberly is not responsible for lost or stolen items. Use of a locker is strongly recommended.
- The City of Moberly and its staff reserve the right to refuse service and discipline guests up to and including expulsion from the facility at discretion of the facility supervisor.
- All flotation devices must be coast guard approved. All children needing a flotation device must have a parent/guardian within arm’s reach.
- Toys allowed only in zero depth area and will be taken if misused.
- Parents and/or guardians, whether present or not, are responsible for their children’s safety and behavior.
- No animals allowed at the Aquatic Center. Exceptions may be made for service animals, but they may not enter the water.

Policies for Private Pool Parties

- All posted pool rules for open swim will apply during pool parties.
- Everyone attending the party is counted, even if they do not swim.
- Fees for a 1-hour private pool party consist of a \$200.00 cleaning deposit and a \$300.00/hour reservation fee due when the reservation is made. (450 Maximum Attendance)
- MPRD reserves the right to end or cancel a rental due to inclement weather and/or water conditions. If inclement weather or water conditions interfere with completing the rental in the allotted time, rentals may reschedule the event or opt to receive a refund to the nearest whole hour, partial hours used will NOT be refunded.

- Groups are allowed to bring in food and beverages (**no alcohol**) to the facility as long as it remains in the concession stand area. The pool's concession stand will not be open. The rental group is responsible for utensils, napkins, etc. and cleaning of the concession area when party is finished. Failure to clean the concession or pool area may result in loss of entire deposit.

Policies for Sunshade Rental

- Patrons are allowed to rent the west sunshade area for small parties during open swim. Everyone attending must pay regular pool admission fees.
- All posted pool rules for open swim will apply.
- The rental includes the sunshade area and tables under the structure.
- All reservations and rental fees must be made at the MPRD office, online, or the Pool office.
- MPRD reserves the right to end or cancel a rental due to inclement weather and/or water conditions. If inclement weather or water conditions interfere with completing the rental in the allotted time, rentals may reschedule the event or opt to receive a refund to the nearest whole hour, partial hours used will NOT be refunded.
- Groups are allowed to bring in cake as long as it stays within the sunshade area (**cake is the only permitted food**). The rental group is responsible for utensils, napkins, etc. and cleaning of the sunshade area when party is finished.

Appendix G

Facility Use Guidelines

Facility Use Guidelines

We want your rental with Moberly Parks and Recreation to be a pleasant experience. Please read this prior to your rental. Failure to follow any of these rules and guidelines may result in the cancellation of your event, loss of your deposit, and/or additional charges being applied. For a full listing of all of our policies regarding facility use, please request a copy of the Facility Use Manual (Article III) of the Moberly Parks and Recreation Policy and Operating Manual.

Facility Cleaning

The facility will be cleaned and made presentable prior to your rental. Our expectation is that it is returned to us in the same manner. Please obey the following:

- Floors do not need mopped and bathrooms do not need scrubbed, but they should not be covered in spilled food or drinks, debris should be swept, toilets flushed, etc.
- All trash needs to be removed and placed in provided outside dumpsters or barrels.
- Kitchens need to be cleaned with all items and waste removed from the refrigerators/freezers and sinks. Floors need to be swept and counters need to be cleaned.
- Tables need to be wiped off and cleaned.

Prohibited Actions & Materials

The following activities, materials, processes, and equipment are prohibited unless specific written authorization is obtained from the City of Moberly:

- **Screws, nails, hooks, tacks, staples, brads, all tape (except painter's tape), 3M hangers, glue or other adhesives or materials that will injure or mar the walls, floors, ceiling, tables, chairs, or other surfaces/DUCT TAPE IS STRICTLY PROHIBITED**
- Fireworks, firearms, blasting agents or explosives, candles, portable heating equipment, or other items that increase the risk of fire, accident, or injury.
- No painting or alteration should occur at any facility.
- **No unsecured helium balloons allowed. Any balloons found in the ceiling will result in additional clean-up charges.**
- Absolutely NO decorations may be hung from any facility ceiling, including the wooden beams at the Lodge in Rothwell Park.
- **Mounts and other wall decorations may NOT be removed from the walls at the Lodge.**
- Rummage Sales and Garage Sales are not allowed at any park facility. Please check with department staff before holding any type of sale in a park facility, i.e. concession operations, etc. as additional requirements and restrictions may apply.

Miscellaneous

- **All fees are due when the reservation is made with the exception of the Municipal Auditorium and the Lodge in Rothwell Park. The Municipal Auditorium and Lodge may be held with deposit payment, with the full balance of the reservation due 30 days prior to the event.**
- **Hours booked at the Auditorium, Lodge, and James Youth Center must be consecutive; four-hour minimum booking required.**
- Any Equipment, i.e. floor scrubbers, etc., owned by Moberly Parks and Recreation is NOT for use by anyone other than department staff.
- Facility Tables and Chairs must be kept inside the facility.
- Moberly Parks and Recreation is not responsible for items stored overnight or left in facilities following an event.
- **Deposits will be withheld for damage, unusual cleaning, trash not being dumped, etc. according to the following rate: \$25 plus \$20/person/hour for labor. Renter is responsible in full for all damage and any contracted cleaning service costs including any and all costs beyond the deposit amount.**

- Everyone, including all guests, DJs, etc., must be out of the facility rented by time designated on the rental receipt. Failure to comply with this policy will result in additional hourly charges (Auditorium/Lodge in Rothwell Park/James Youth Center)/daily charges (all other facilities) along with loss of deposit.
- For Shelter rentals, the rental area is the shelter only, it does not include playgrounds, parking areas, roadways, or other park areas.
- If renter is planning on doing any decorating that could be considered high risk, i.e. use of outside ladder, Moberly Parks and Recreation must be notified immediately and department approval must be given before decorating occurs.
- The marquee at the Municipal Auditorium will advertise public events only, private events will no longer be advertised, i.e. weddings, etc. Event information is not guaranteed to be placed on the marquee.
- Sound System is provided for use at the Auditorium, Lodge, and James Youth Center. If renter needs a sound person during their event, one must be provided by renter.
- Rental of open air and/or outdoor facilities are at your own risk in terms of weather. Rentals may be rescheduled and transferred to a new date, but the cancellation refund policy applies to the original date. Therefore, if rentals are rescheduled and later cancelled prior to the rescheduled date, there will be no refunds.
- A public event in which music is played may require music licensing. Renter is responsible for determining the need and obtaining any and all necessary licensing required for their event.

Insurance Requirements

Per MIRMA and City policy, insurance may be required for any rental of a facility that could result in high risk exposure to the City of Moberly as determined by the Director or City Hall. A Hold Harmless document and a higher deposit may also be required.

Food Service and Catering:

All food service operations at the Moberly Parks and Recreation Facilities, unless it falls under the definition of Potluck (See Section 3.1.2), must comply with all State of Missouri food service guidelines. See the definitions and requirements below. For questions, contact the Randolph County Health Department at (660) 263-6643.

- **Private:** This classification is reserved for groups that reserve the facility for private use. If food is to be served to a private group of people, or by invitation only, there is no need for a Temporary Food Permit.
- **Public:** This Classification pertains to organizations, groups, or entities that will either sell or serve food to the public. Even if no money changes hands, if it is being given out to members of the public, it is considered a public event. Public events require that the organizing group obtain a food permit from the Randolph County Health Department.
- **Catered:** This classification pertains to a restaurant or licensed caterer who provides food service on a contractual basis for a specific event. Caterers must be a State of Missouri licensed Retail Food Establishment or Mobile Retail Food Establishment.
- **Vendor:** A Vendor only provides food service at special events. Vendors must obtain a Temporary Food Service Permit from the Randolph County Health Department and prominently display their license for the duration of the event.

Alcohol

Alcohol is only allowed to be served/sold at the Auditorium, Lodge, and the James Youth Center. **No individual may serve, sell, or otherwise distribute alcohol nor is "BYOB" allowed in any facility.** Only groups, organizations, or businesses that hold a valid State of Missouri Liquor License, Liquor liability insurance, and any other necessary permits or certifications are allowed to serve or sell alcohol. Renters must coordinate with a compliant business or organization. For a full description, please refer to the Moberly Parks and Recreation Facility Use Manual.

****Renter must follow any verbal instructions given by Moberly Parks and Recreation Department staff. Any omissions/errors shall not be construed as not having such a policy.****

Appendix H

Facility/Activity & Photo Waiver

Activity Waiver

I, for myself, my dependents, and my personal representatives hereby assume all risk of personal injury or death from whatever causes arising, while I am participating in City of Moberly Parks and Recreation activities, which may be dangerous and risky, and release the City of Moberly, its officers, agents, lessees, invitees and employees from any liability therefore, directly or indirectly, and will defend, indemnify and save harmless the City, its officers agents, lessees, invitees and employees from any such liability, including sickness, disease and Acts of God, whether or not arising out of negligent or willful actions or the failure to act, including the City's own negligence. The consideration for my agreements herein is my or my dependents being allowed to engage in the activity identified above. Further, I certify that I am over 18 years of age. I/we also will follow the rules and regulations set by Moberly Parks and Recreation and above names parties.

Facility Waiver

To the fullest extent permitted by law, Renter agrees to indemnify, defend and hold harmless the City of Moberly, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to Renter's use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death, sickness, disease and Acts of God), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Renter, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Renter or anyone for whose acts the Renter may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees. No provision of this condition of coverage, endorsement, or this policy, will constitute a waiver of this company's right to assert a defense based on the doctrines of sovereign immunity, qualified immunity, and/or official immunity. I/we also will follow the rules and regulations set by Moberly Parks and Recreation and above-named parties.

Facility Policies

Decorations may be used, but facility property must be protected. Alcohol in the Municipal Auditorium, Lodge, and James Youth Center require a licensed liquor vendor and written authorization from the Parks and Recreation Director. All fees are due when the reservation is made with the exception of the Municipal Auditorium and the Lodge in Rothwell Park. The Municipal Auditorium and Lodge may be held with deposit payment, with the full balance of the reservation due 90 days prior to the event. Additional charges will apply for any additional employee hours, equipment, or costs resulting from your reservation. Set-ups for the Municipal Auditorium and Lodge in Rothwell Park are due one week prior to your reservation. Only one set-up per reservation. Failure to submit the facility set-up one week prior to your reservation will result in loss of that service. Any renter renting a facility may cancel their event up to ninety (90) days prior to their event and receive a refund minus a transaction fee of \$10. If a renter cancels between sixty-one (61) and eighty-nine (89) days prior to their event, the renter will forfeit their deposit; any rent paid is refunded. Any renter that cancels between thirty-one (31) and sixty (60) days before the time of their rental will forfeit their deposit and 50% of their rent paid. Any renter that cancels zero (0) to thirty (30) days prior to their event, both their deposit and full rent paid is forfeited. Exceptions to this policy may only be made by the Director or Office Manager and it must be under exigent circumstances. All schedule changes must be made two weeks in advance. Any hours booked and not used at the Municipal Auditorium, Lodge in Rothwell Park, and James Youth Center will not be refunded. In extenuating circumstances, staff may authorize exceptions to this policy. See Facility Use Guidelines for detailed listing of facility policies.

Photo Waiver

I do hereby grant and give the City of Moberly and the Parks and Recreation department the right to use my or my child(s) photograph or image with or without my or my child's name, both singly and in conjunction with other persons or objects and presentations, advertising, publicity, and promotion relating thereto.

Photographs and videos are taken by staff members, supervised volunteers, and City authorized photographers. Photographs and videos taken during these programs, activities, meetings and events will become the property of the City of Moberly and may be used on print and digital marketing materials and documents to advertise City programs, activities, meetings and events and may be used on presentations and/or may be displayed in City of Moberly facilities, community facilities, on news media and/or social media and on the City of Moberly, Parks and Recreation and/or the authorized photographer's website or partnered website.

Your registration hereby irrevocably authorizes the City of Moberly and the listed City authorized photographer to photograph, video, copy, exhibit, publish or distribute any and all such images and audio of you and any child under 18 years of age that you are the guardian of wherein you and/or your child appear, including composite or artistic forms and media, for purposes of publicizing City programs, events or for any other lawful purpose. In addition, you waive any right to inspect or approve the finished product, including written copy, and wherein your likeness appears.

With your registration, you represent and acknowledge that you will receive no compensation for the use of such images, recordings, audio and digital media; and you release and waive any claims or rights of compensation or ownership regarding such uses. You hereby hold harmless and release and forever discharge the City of Moberly and any City authorized photographer from all claims, demands and causes of action which you, your heirs, representatives, executors, administrators or any other persons acting on your behalf or on behalf of your estate have or may have by reason of this authorization.

Appendix I

Facility/Activity & Photo Waiver – Ball Fields

Activity Waiver

I, for myself, my dependents, and my personal representatives hereby assume all risk of personal injury or death from whatever causes arising, while I am participating in City of Moberly Parks and Recreation activities, which may be dangerous and risky, and release the City of Moberly, its officers, agents, lessees, invitees and employees from any liability therefore, directly or indirectly, and will defend, indemnify and save harmless the City, its officers agents, lessees, invitees and employees from any such liability, including sickness, disease and Acts of God, whether or not arising out of negligent or willful actions or the failure to act, including the City's own negligence. The consideration for my agreements herein is my or my dependents being allowed to engage in the activity identified above. Further, I certify that I am over 18 years of age. I/we also will follow the rules and regulations set by Moberly Parks and Recreation and above names parties.

Facility Waiver

To the fullest extent permitted by law, Renter agrees to indemnify, defend and hold harmless the City of Moberly, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to Renter's use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death, sickness, disease and Acts of God), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Renter, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Renter or anyone for whose acts the Renter may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees. No provision of this condition of coverage, endorsement, or this policy, will constitute a waiver of this company's right to assert a defense based on the doctrines of sovereign immunity, qualified immunity, and/or official immunity. I/we also will follow the rules and regulations set by Moberly Parks and Recreation and above-named parties.

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By signing this waiver, I hereby acknowledge and agree to, in full, the above waivers and policies and understand this acknowledgement applies to all practice field reservations and uses, by renter, for the current (2024) calendar year.

Photo Waiver

I do hereby grant and give the City of Moberly and the Parks and Recreation department the right to use my or my child(s) photograph or image with or without my or my child's name, both singly and in conjunction with other persons or objects and presentations, advertising, publicity, and promotion relating thereto.

Photographs and videos are taken by staff members, supervised volunteers, and City authorized photographers. Photographs and videos taken during these programs, activities, meetings and events will become the property of the City of Moberly and may be used on print and digital marketing materials and documents to advertise City programs, activities, meetings and events and may be used on presentations and/or may be displayed in City of Moberly facilities, community facilities, on news media and/or social media and on the City of Moberly, Parks and Recreation and/or the authorized photographer's website or partnered website.

Your registration hereby irrevocably authorizes the City of Moberly and the listed City authorized photographer to photograph, video, copy, exhibit, publish or distribute any and all such images and audio of you and any child under 18 years of age that you are the guardian of wherein you and/or your child appear, including composite or artistic forms and media, for purposes of publicizing City programs, events or for any other lawful purpose. In addition, you waive any right to inspect or approve the finished product, including written copy, and wherein your likeness appears.

With your registration, you represent and acknowledge that you will receive no compensation for the use of such images, recordings, audio, and digital media; and you release and waive any claims or rights of compensation or ownership regarding such uses. You hereby hold harmless and release and forever discharge the City of Moberly and any City authorized photographer from all claims, demands and causes of action which you, your heirs, representatives, executors, administrators, or any other persons acting on your behalf or on behalf of your estate have or may have by reason of this authorization.

By signing this waiver, I hereby acknowledge and agree to, in full, the above waivers and policies and understand this acknowledgement applies to all practice field reservations and uses, by renter, for the current (2023) calendar year.

Appendix J

Application for Discount Form

Fill out this form thoroughly. Only the information on the application will be used to determine eligibility for a discount. **Write legibly** – applications that are unable to be read will not be processed. This request will be reviewed by staff and will be scored on several criteria below:

- Whether the event fits and/or fulfills the mission of MPRD
- Whether the applicant partners with MPRD
- The degree of financial burden on the applicant
- Whether the applicant is in the MPRD service area
- Whether the event is open to the public
- Whether the applicant is a not-for-profit/public or a for-profit/private
- Whether the event attracts people from outside the Moberly Area
- The frequency of the applicant’s discount applications

Below are a series of questions related to the criteria being considered. “Applicant” refers to the person or organization seeking a discount on a rental. Each request will be scored based on the response. The applicant’s score on each will determine eligibility for a discount. Please be as detailed and accurate as possible. If additional space is needed, feel free to attach additional sheets.

Individual Requesting Discount

Phone Number:

Event Name:

Requesting Organization:

Venue Requested:

Event Date/Time:

I. How does the event fulfill the MPRD mission:

“Moberly Parks and Recreation is committed to providing safe and clean natural areas, recreational amenities, and other public spaces and to offer a diverse selection of leisure activities that will promote wellness and enrich the quality of life for all the people of the community for current and future generations.”

II. In what way(s) does the applicant partner with MPRD on events or projects (provides volunteers or other contributions?)

III. Describe the applicant’s ability to pay.

IV. Is the applicant within the MPRD service area (15 mile radius of Moberly?)

V. Is the event open to the public? (Which groups is the event open to / Are fees charged and, if so, what are the rates?)

VI. Is the applicant a not-for-profit/public entity or a for-profit/private entity?

VII. To what extent will your event bring people from outside the Moberly Area into the area?

VIII. How frequently does your organization request a discount? Has the applicant received a discount from MPRD in the last twelve months? If so, please describe.

Inaccurate information will result in the application not being considered. Inaccurate information found after the discount is approved will result in the applicant being required to pay the full price for the reservation(s) and/or registration(s). By signing below, applicant certifies that all the information provided is true and accurate, that they have read and understand the application and all conditions therein, and that applicant agrees to all the terms herein.

Signature

Print

Date

Title

Organization

Appendix K

Moberly Parks and Recreation Request for Donation Form

Name of Organization: _____
Name of Organization Representative: _____
Organization Address & Phone: _____

Please circle item wishing to be donated:

Aquatic Center 10 Punch Pass

Aquatic Center Day Pass

Campground Rental _____

Other _____

Please briefly explain in the box below how your organization intends to use the donated item.

Signature of Applicant: _____

Printed Name: _____

Date: _____

This request will be reviewed for approval by the Moberly Parks and Recreation Department. Please note there is a \$40/organization cap on donation requests. If this form is not filled out in its entirety, it will not be considered. For questions, please call the Moberly Parks and Recreation Office at (660) 269-8705 Ext. 2040 during normal business hours.

For Office Use Only

Approved/Denied

Notes: