

CITY OF SULTAN  
WASHINGTON  
RESOLUTION NO. 17 – 01

A RESOLUTION OF THE CITY OF SULTAN, WASHINGTON,  
ESTABLISHING A PARK USE POLICY.

WHEREAS, the City Council of the City of Sultan has determined it is in the best interest of the City of Sultan to provide for policies for use of the city parks;

WHEREAS, such policies will better facilitate the effective control of the park use; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SULTAN, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Council hereby adopts the Athletic Field Priorities, Policies and Procedures included as Attachment A.

PASSED AND ADOPTED this 9th day of February 2017.

  
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Carolyn Eslick, Mayor

ATTEST:

  
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Laura J. Koenig, City Clerk

**CITY OF SULTAN**  
**Athletic Field Priorities, Policies, & Procedures**

1. PURPOSE AND SCOPE
  - 1.1. Establish scheduling priorities
  - 1.2. Outline facility-scheduling policies
  - 1.3. Define fees and charges for use of the facilities
  - 1.4. Define rules and regulations regarding use
  - 1.5. To assure equitable distribution and maximum use of the facilities to the public
  - 1.6. Manage the limited number of city athletic fields
  
2. EXPLANATION AND KEY TERMS
  - 2.1. Organization, Club, or Group: Defined as having two (2) or more teams playing in a competitive format.
  - 2.2. Sultan Individual: Anyone who lives within Sultan city limits.
  
3. POLICY ADOPTION
  - 3.1. These Policies are adopted pursuant to SMC 9.09, and shall be interpreted and enforced in accordance therewith.
  
  - 3.2. All users, other than those using athletic fields for incidental use as defined herein, shall be required to sign a Park Use Agreement. The Park Use Agreement shall specify a designated contact with authority to speak on behalf of the user, and shall contain an agreement by the user to indemnify the City as provided herein.
  
4. PRIORITIES: Priority of scheduling the use of the City's athletic fields will be allocated based on the following criteria. These priorities apply equally to all sporting events.
  - 4.1. Field renovation or construction takes priority over all requests and could result in reduced field availability and/or a refund.
  - 4.2. City programs and Special Events. Include events of national, statewide, or regional significance as determined by the City.
  - 4.3. Sultan School District programs.
  - 4.4. Youth leagues, organizations, clubs, and groups with at least 20% of its roster made up of Sultan individuals as defined in 2.2 above. User groups may be required to submit a team roster showing players residency. Returning groups will be given first consideration over new groups.
  - 4.5. Adult leagues, organizations, clubs, and groups with at least 20% of its roster made up of Sultan individuals as defined in 2.2 above. User groups may be required to submit a team roster showing players residency. Returning groups will be given first consideration over new groups.
  - 4.6. To the extent possible, playing time will be divided equally between men/boy and women/girl activities.

4.7. Reservations for games takes priority over reservations for practices.

4.8. The City of Sultan reserves the right to preempt approved, alter time frames of, or make decisions on overlapping applications based on degree of public benefit, historical & other concerns for the common good.

## 5. SCHEDULING POLICIES

5.1. Facilities use for league play is scheduled within two sign up periods each year:

Spring/Summer (March, April, May, June, July, August)

Request for this period will be accepted as follows:

- January 1 through February 15

Fall/Winter (September, October, November, December)

Requests for this period will be accepted as follows:

- June 15 through July 31

All requests after designated sign up periods will be subject to remaining available field space.

5.2. Unscheduled organized play is not permitted on the City of Sultan sport fields except as provided in Section 5.5 below. All requests for field usage must be submitted in writing to the Public Works Department. Applications are available at City Hall. Each user group shall appoint one contact person for communication purposes. Informal communications between members of the Public Works Staff and members of the user group other than the designated representative shall be regarded as informal discussion. No oral communication shall be effective to alter the terms of the Park Use Agreement.

5.3. The City reserves the right to limit the amount of play permitted on the fields during any program period. Play shall not begin prior to 9:00 a.m. without the City's prior approval.

5.4. Incidental uses including football and soccer, may occur during park operating hours, as long as such use does not interfere with scheduled users or field maintenance. Incidental users shall yield the field to scheduled users and park maintenance staff. Incidental use is defined as, but not limited to, non-organized, non-league use such as playing catch with balls or Frisbee's, informal volleyball games, kite flying, or pick-up games of soccer, football, and softball. Participants shall not be in uniforms and participants shall not collect a fee or charge dues to play. Umpires or officials should not be used for incidental uses.

5.5. Users shall reserve only the field time they will actually use. Users reserving more field time than actually needed may receive reduced field time the following year, regardless of priority. This is to insure that during peak times fields are used to the optimum.

## 6. FEES

- 6.1. Fees are assessed for use of the facilities to partially offset administration, operation, and maintenance costs. The fields may be maintained to provide for reasonable appearance; reasonable health and vigor of turf areas and to provide buildings and recreational facilities located on the site with sufficient maintenance which will render them reasonably safe for public use in a reasonably neat and clean condition.
- 6.2. Initial field preparation for softball/baseball may include dragging the fields and water to the best of the City's abilities.
- 6.3. Events requiring extraordinary levels of services such as additional equipment, materials or staffing requested by the applicant and provided by the City may be at the expense of the applicant. Contingency plans for weather and/or field conditions must be discussed with the Parks Manager at least 30 days prior to the event.
- 6.4. Groups requesting individual events must pay in full at time of request.
- 6.5. Fees are stated on the application form.
- 6.6. Fees for athletic field use will not be waived unless otherwise provided by an Interlocal Agreement for Joint Use of Facilities.
- 6.7. Failure to make payment will result in termination of the approved scheduled usage. All payments for fees shall be made by cash or check to the City of Sultan. League play, including games and practices, must be paid in full two weeks prior to scheduled usage.
- 6.8. Admission fees may not be charged without prior written approval from the City of Sultan.

## 7. REFUNDS/CANCELLATIONS:

- 7.1. Field reservations are non-refundable except as stated in 6.3
- 7.2. The City of Sultan reserves the right to limit the amount of play permitted on the facilities and reserves the right to cancel permits in the event of poor weather or field maintenance conditions. This may include, but not limited to, poor playing conditions, damage that would cause hazardous safety conditions for the public, and/or excessive repair work to bring the field back to playable condition. If the City closes a field, every attempt will be made to reschedule subject to agreement by the user. If the event cannot be rescheduled, the City will issue a full refund *less administration fees*.
- 7.3. If an organization's league or game official or sanctioned umpire/referee determines that the fields are unsafe for play (due to weather conditions) and a written determination signed by the league/game official is submitted to the City, the City will make every attempt to reschedule the event subject to field availability.
- 7.4. Rainouts: During periods of inclement weather, field closures may result as determined by the City of Sultan parks personnel and/or umpires. It is the responsibility of the

contact person for the user group, coaches, and players to obtain field closure information. *Failure to abide by field closure decisions or respect "Field Closed" signs may result in loss of future access to city fields.*

- 7.5. All administrative processing fees are not refundable. Applications submitted without the correct application fee will not be processed.

## 8. LIABILITY INSURANCE

- 8.1. Liability Insurance: Proof of liability insurance for leagues shall be provided to the City of Sultan fifteen (15) days prior to use

The sponsoring Individual or group shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the use of the City's premises.

The individual or group shall provide a certificate of insurance evidencing:

General Liability insurance covering premises, products-completed operations, athletic participant, and contractual liability. The City shall be named as an insured on applicant's General Liability insurance policy. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

The insurance policy shall contain, or be endorsed to contain that applicant's insurance coverage shall be primary insurance as respect to the CITY. Any insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be in excess of the applicants insurance and shall not contribute with it.

The applicant shall provide a certificate of insurance and additional insured endorsement evidencing the required insurance before using the CITY'S premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

- 8.2. Indemnification. The sponsoring Individual or group shall sign the Park Use Agreement; which contains an agreement to defend, indemnify and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the City's premises or from any activity, work, or thing done, permitted, or suffered in or about the premises arising directly out of or in connection with the individual or group, except that the individual or group shall not be required to indemnify the City against any liability for damages arising out of the sole negligence of the City. In the event of concurrent negligence of the individual or group, and the City, the individual or group will be required to defend and indemnify the City for all liabilities.