

**CITY OF FAIRFIELD, OHIO  
PARKS AND RECREATION BOARD**

**BE IT RESOLVED, that the Fairfield Parks and Recreation**

**Board adopts Resolution 2025-08, replacing Resolution 2024-06, as follows:**

**MISSION STATEMENT**

*“The mission of the Fairfield Parks and Recreation is to enrich the quality of life for the citizens of the community, sustain the City’s natural resources and environment, and provide broad based leisure activities, cultural opportunities, facilities and services for all ages.”*

# **CITY OF FAIRFIELD CHARTER**

## **§8.05 PARKS AND RECREATION BOARD.**

(A) There is hereby created a Parks and Recreation Board consisting of seven members to be appointed as follows:

1. Five members shall be electors of the City and shall be appointed for overlapping three-year terms of office by a majority vote of the members of the Council, provided that the terms of no more than two of such five members shall be for the same three year period and provided further that Council shall appoint at least one elector from each ward of the City from among such five members (Amended 11-3-98).
2. One member shall be appointed by a majority vote of the members of Council from among its membership to serve at the pleasure of the Council, and such member may be removed from membership on the Board, without cause, by a majority vote of the members of the Council;
3. One member shall be appointed by the Board of Education of the Fairfield City School District, by a majority vote of its members, to serve at the pleasure of the Board of Education, and such member may be removed from membership on the Board, without cause, by a majority vote of the members of the Board of Education. Any member of the Board of Education or officer or employee of the School District may be appointed as such member of the Parks and Recreation Board. In the event such Board of Education shall fail to appoint such member within thirty days after this Charter takes effect or a vacancy in such member's office, the Mayor shall appoint a person to serve for one year after which such Board of Education shall appoint the member.

(B) Except as may be otherwise provided in this article and Charter, the Parks and Recreation Board shall have the following powers, duties and functions:

1. To determine the programs and activities of the City regarding parks and recreation. Such programs and activities and the Department of Parks and Recreation shall be administered, operated, maintained, directed, controlled and supervised by the City Manager;
2. The compensation and the number of employees provided for Park and Recreation programs and activities shall be determined by the Council. Upon authorization of the City Manager, employees provided for Park and Recreation programs and activities may be utilized to perform work for the other departments, or sub-units thereof, and boards and commissions of the City;
3. The appointment and/or promotion of the Director of the Department of Parks and Recreation by the City Manager shall be subject to the prior approval of the Parks and Recreation Board.
4. To recommend to the Council that the Council submit additional tax levies and bond issues to a vote of the electors to provide for current operating expenses and permanent improvements for parks and recreation purposes. This division shall not limit or expand the Council's power to levy taxes or to issue bonds for parks or recreation purposes;

5. To authorize expenditures of moneys and the awarding of contracts for the operation and maintenance of the City's parks and recreation programs as provided by Section 9.02 of this Charter;
6. When the City owns or is trustee of property or funds donated to the City for park purposes, such property or funds shall be managed and administered, on behalf of the City, by the Parks and Recreation Board in accordance with the provisions and conditions of the deed of gift, devise, bequest or other instrument making the donation or creating the trust; and the Board shall have, in addition to powers granted by this Charter and the City's ordinances and resolutions, the powers granted to boards of park trustees under Section 755.22 of the Revised Code of Ohio, as it may be amended from time to time, or any successor statute to that Section, to the extent such statutory powers are not in conflict with and are consistent with this Charter;
7. To adopt rules and regulations and systems of streets, boulevards, or parkways as the Board believes to be in the best interest of the efficient and orderly use and operation of the City's parks and recreation areas. Such rules and regulations shall be adopted in the same form and manner provided by this Charter for the adoption of ordinances and resolutions by the Council and shall be effective as an ordinance of the City. Copies of such rules and regulations and the proceedings of the Board relative to their adoption shall be filed with and maintained by the Clerk of Council;
8. Property under the control of the Board shall not be transferred, or used for any but park or recreation purposes except with the consent of the Board. The Board shall have all other powers conferred upon boards of park commissioners by general laws which are not in conflict with this Charter, but Council may modify such laws and may designate boulevards, streets and highways in the parks and parkways as part of the public street and road system of the City, and give to the City Manager supervision over the construction, repair and maintenance thereof. Such action shall be by ordinance which, unless it is approved by the Board of Park Commissioners, shall require a vote of three-fourths of the members elected to the Council;
9. To perform such other powers, duties and functions as conferred on the Board under this Charter or by the ordinances and resolutions of the City.

(C) The Director of Law shall be the legal advisor to the Board, the Director of Finance shall be the chief fiscal officer of the Board, as provided in the provisions of this Charter specifying the powers, duties and functions of the Directors of Law and Finance. The City Manager shall function as, or designate another administrative officer or employee of the City to serve as liaison and coordinator between the Board and the City's other departments or sub-units thereof, boards and commissions.

## **BY LAWS**

The Parks and Recreation Board is comprised of seven (7) members, as established by the City of Fairfield Charter, 1979, constituted as shown in Section 8.05 of the Charter.

The regularly scheduled meeting of the Fairfield Parks and Recreation Board will be held on the third Tuesday of each month at 6:00 PM, at the Fairfield Community Arts Center, 411 Wessel Drive. Special meetings may be called by the Chairman or four (4) members of the Board and shall be announced at least twenty-four (24) hours prior to such meetings. Joint meetings with Fairfield City Council, when necessary, will be scheduled by the Director of Parks and Recreation. The general laws of the State of Ohio pertaining to open meetings of the Parks and Recreation Board shall apply to the Board under the Charter to the extent that they are consistent with the Charter.

In order to conduct business, the Parks and Recreation Board shall organize at its May meeting of each year by electing a Chairman, Vice-Chairman, and Secretary. The Chairman and the Vice-Chairman shall be members of the Board and the Secretary may be elected within or without the membership of the Board. The members of the Parks and Recreation Board, by majority vote, shall appoint one of its members to serve on the Planning Commission, and who may be removed from membership in the Planning Commission, without cause, by a majority vote of the members of the Parks and Recreation Board.

The duties and powers of the officers and secretary of the Parks and Recreation Board shall be as follows:

A. Chairman

1. To preside at all meetings.
2. To call special meeting of the Board.
3. To appoint Ad Hoc Committees of the Board.
4. To sign all ordinances and resolutions passed by the Board.

B. Vice-Chairman

1. During the absence of the Chairman, to perform all the duties of the Chairman of the Board.

C. Chairman Pro Tempore

1. During the absence of both the Chairman and Vice-Chairman, the Board shall elect a Chairman Pro Tempore who shall perform the duties of the Board.

D. Member of the Planning Commission

1. To be the Parks and Recreation Board representative.
2. To serve as liaison between the Planning Commission and the Parks and Recreation Board.

E. Secretary of the Parks and Recreation Board

1. To keep the minutes of the Board and to maintain a file of these minutes.

2. To be custodian of all records of the Board which are to be maintained in the office of the Parks and Recreation Director.
3. To file a copy of the Board's minutes with the Clerk of Council for public inspection.
4. To perform such secretarial duties as may be required.

The Chairman of the Parks and Recreation Board may from time to time appoint ad-hoc committees from within and/or outside its membership to research issue or issues and make recommendations to the Board as a whole. Such committees will be promptly disbanded when their objective has been accomplished.

At any meeting of the Parks and Recreation Board, a quorum shall consist of four (4) members of the Board. No action shall be taken in the absence of a quorum.

At all meetings of the Board, each member attending shall be entitled to cast one vote. Voting will be by voice unless a roll call vote is requested by a Boardmember. In the event that any member shall have a personal interest of any kind in any matter then before the Board, the member shall disclose his interest before any discussions on such matter and shall vacate the meeting upon approval of the Board during the discussion and the taking of the vote. If the Board denies the request, that member shall cast a vote on the issue in question. If the Board approves the request, the Secretary shall so record in the minutes and note that no vote was cast by such member. The affirmative vote of at least four (4) members shall be necessary for the adoption of any motion, ordinance, resolution or other voting matter.

The Secretary will prepare minutes of each meeting and present these minutes to the Boardmembers five (5) days prior to the next meeting. The minutes will be approved at the next regular meeting.

Regular meetings will adhere to Robert's Rules of Order and generally to the following agenda unless agreed upon by a majority of the members in attendance:

**Call to Order**

**Roll Call**

**Request for Executive Session**

**Special Presentations and Citizen Comments**

**Approval of Minutes**

**Reports Other Boards/Ad Hoc Committees**

Planning Commission  
Environmental Commission  
Cultural Arts Advisory Commission  
School Board

Golf Course Ad Hoc Committee  
City Council

**Report from the Director**

**Old Business**

**New Business**

**Meeting Schedule**

**Executive Session (if needed)**

**Adjournment**

The agenda of all regular meetings shall be prepared by the Parks and Recreation Director and submitted to the Board five (5) days preceding the meeting. In addition, all Council members will receive the Parks and Recreation Board agenda for their information.

The members of the Parks and Recreation Board shall not be paid any compensation for services thereon; provided that such members may be reimbursed for their necessary expenses when authorized by an appropriation or ordinance or resolution passed by the Council. This Section shall not prohibit any person who serves on the Board by virtue on in connection with another office or position of employment with the City from receiving compensation for such other office or position of employment.

The City Manager, or his or her designated representative, shall be an ex-officio member of the Parks and Recreation Board. In such capacity, the City Manager, or the designated representative may, but shall not be required to, attend meetings of the Board and may participate in discussions on any matter before the Board but shall not be entitled to vote on any motion before the Board or be counted in determining quorum requirements or the majority required for the Board to take action.

These policies and procedures, other than those sections specified by the Charter, may be amended at any regular meeting of the Board by the majority vote of the entire Board, provided that previous written notice of the nature of any proposed amendment shall be given at least one (1) regular meeting before the action thereon shall be taken.

## **PATRON CODE OF CONDUCT**

In order to maintain a high level of service to our participants, the Fairfield Parks & Recreation Department enforces a Code of Conduct that all participants must follow. Fairfield Parks & Recreation Department supports the belief that all recreational programming and experiences should be positive, friendly and safe with sportsmanship, collaboration and enjoyment the primary goal.

To achieve this goal, participants are expected to act with cooperation in creating a friendly and positive environment for recreation and social opportunities in all facilities and programs. To that end, all participants and spectators must be held accountable for their behavior and violation of this Code of Conduct. By participating in Parks & Recreation Programs or utilizing Parks & Recreation Facilities, participants agree that the use of and participation in Fairfield Parks & Recreation facilities and programming is a privilege that can be rescinded for violations of this Code of Conduct. In addition, participants agree to:

- Treat all parties involved with courtesy and character while respecting the rights, welfare and dignity of all others who are participating in programs or utilizing Parks & Recreation Facilities.
- Use all City property with care and for its intended purpose and consistent with the applicable rules, guidelines or policies.
- Understand and follow all established guidelines, rules, policies and procedures applicable to participation in programming and use of the facilities.
- Follow all instructions or directives of the Parks & Recreation Department staff members.

Participants engaging in inappropriate behavior or violating Parks & Recreation policies are subject to have their privileges of participation and/or membership revoked, either temporarily or permanently, and could potentially face legal action. If Fairfield Parks & Recreation staff determines in its sole discretion that a participant has intentionally, willfully or recklessly violated any guidelines, rules, policies and/or procedures applicable to related programming and facilities, then the participant will be immediately prohibited from further use of the Parks and Recreation Facilities and/or Programs as deemed by the Director.

## **POLICIES AND PROCEDURES**

The Fairfield Parks and Recreation Board enacts the following policies and procedures for Parks and Recreation.

### **Naming of Parks and Recreation Facilities** (Resolution 18-83)

a) The Parks and Recreation Board will name a park, recreation area, or facility within a park or recreation area after a person only after he/she is deceased.

b) The Parks and Recreation Board will name a park, recreation area, or facility within a park or recreation area only after persons who have made a major contribution to the success and welfare of the Board's policies and programs. Recommendations for nominations, where feasible, may be made from associations and organizations involved in conservational,

environmental, or youth activities (e.g., Greentrust, Soccer, Babe Ruth/Little League, Boy Scouts, Girl Scouts, etc.).

c) The Parks and Recreation Board will accept a pre-named new property or facility as a gift.

d) The Parks and Recreation Board will dedicate a new facility or area within a park, recreation area, or building in honor or in memory of an individual only if all or a substantial part of the cost is born by the donor(s) who wish to honor the person.

**Contest Participation Rules / Regulations** (Board action 12/12/2006 meeting)

a) Elected officials, appointed officials and employees of the City of Fairfield and their immediate family members are prohibited from participation in contests sponsored by the Parks and Recreations Department.



## **SITE RULES AND REGULATIONS**

The Fairfield Parks and Recreation Board enacts the following rules and regulations for Parks and Recreation Sites owned or controlled by the City of Fairfield, Ohio. Please note, all applicable Federal, State and City laws apply within any Park or Recreation Site, and all visitors must abide by the Patron Code of Conduct (above).

### **Section 100.01 Definitions**

**Park** shall mean any land owned or controlled by the City of Fairfield, Ohio, under the management and administration of the Fairfield Parks and Recreation Board and devoted primarily to outdoor recreation activities.

**Recreation Site** shall mean any facility, except a park, owned or controlled by the City of Fairfield, Ohio, under the management and administration of the Fairfield Parks and Recreation Board and devoted primarily to recreation activities.

**Board** shall mean the Fairfield Parks and Recreation Board of the City of Fairfield, Ohio.

**Person** shall mean person, persons, associations, and corporations.

**Director** shall mean Director of Parks and Recreation Department, who shall be appointed by the City Manager and responsible for the operations of the Parks and Recreation Department of the City of Fairfield (Fairfield City Charter Section 8.05).

**Village Green Campus Area** means the properties upon which the Fairfield Community Arts Center, the Village Green Park, and the Fairfield Lane Library are situated (Lots 13,357, 12,863 and 12,862 of the City of Fairfield, Butler County, Ohio) including the abutting public right-of-way areas (including sidewalks) for Wessel Drive, City Center Lane, Corydale Drive and Green Drive where such streets abut the above lots. (Passed March 8, 2011 – Parks and Recreation Board)

**Village Green Park Amphitheater Stage Area** means the entire covered and uncovered painted area of the Amphitheater stage including the stairs connecting the stage to the lawn and the painted sidewalk and concrete areas immediately adjacent to the stage. (Passed March 8, 2011 – Parks and Recreation Board)

**DORA** means the Designated Outdoor Refreshment Area in Fairfield Town Center, and all applicable rules and policies.

**Aviation** means any airplane, flying machine, balloon, glider, unmanned aerial vehicle ('drone') and other aerial apparatus.

**Peace Officer** shall mean any Police Officer, Park Ranger, Sheriff or other law enforcement officer.

### **Section 100.02 Preservation of Property and Natural Features**

No person shall injure, deface, disturb, or befoul any part of any Park or Recreation Site nor any building, sign, equipment, or other property found therein; nor shall any tree, flower, shrub, rock, or other mineral be removed, injured, defaced, pruned or destroyed.

#### **Section 100.03 Garbage, Refuse, Ashes, Sewage, and Waste Material**

a) No person shall deposit, permit, or suffer to be deposited, in any part of a Park or Recreation Site, any garbage, ashes, sewage, refuse, or any waste materials whatsoever, other than in receptacles or pits provided for such purposes; nor dump any earth within a Park or Recreation Site without specific written permit from the Director.

b) No person shall, either within or without a Park, discharge into, throw, cast, lay, drop, or leave in any lake, river, brook, stream, storm sewer, or drain flowing into or through the Park, any substance matter or thing, either liquid or solid, which may or shall result in pollution or have a negative impact on the lake, river, brook, stream, ecosystem or wildlife within the Park to such an extent as to unreasonably or improperly prevent or interfere with, or lessening, to an improper or unreasonable degree, the use of said lake, river, brook, or stream for recreational or other proper Park uses, or to endanger the health of visitors in the Park in the proper use and enjoyment of the same.

c) No person shall possess or consume beverages in glass containers in Parks or in Recreation Sites, unless bottled beverages are sold under license at a Recreation Site.

#### **Section 100.04 Wildlife**

Feeding of any wildlife in parks is prohibited.

No person within the confines of the Park, unless authorized by written permit of the Director, shall hunt, pursue with dogs, trap, molest, harm, harass, injure, or take any animal found within the confines of the Park, or therein rob or molest any bird nest or take the eggs of any bird.

#### **Section 100.05 Fires**

No person shall start a fire in a Park except; small fires for cooking purpose in the Park grills, small privately-owned grills, self-contained covered fire pit or fires in places designated as areas approved for such purposes, without written permit from the Director. The Director may, at their discretion, prohibit fires or smoking for limited periods at any location or for any purpose when necessary for the protection of park property. All fires shall be put out by the person or persons starting or using the same before leaving the immediate vicinity of the fire.

#### **Section 100.06 Firearms, Weapons, and Fireworks**

No person except authorized employees or agents of the City, shall possess or discharge a firearm, deadly weapon, dangerous ordinance, air rifle, sling shot, BB gun, pellet gun, paint gun, air soft gun, gel blaster gun, or missile throwing device, or any type of fireworks within any Park or Recreation Site without specific written permit from the Director.

#### **Section 100.07 Camps**

No person shall establish or maintain any camp or other temporary lodging place within a Park or Recreation Site, without specific written permit from the Director, except in locations especially set aside by the Board as camps.

### **Section 100.08 Disorderly Conduct**

- a) No person shall recklessly engage in conduct that inconveniences or alarms another person or persons within a Park or Recreation Site.
- b) No person shall do any indecent, lascivious, lewd, or improper sex therein.
- c) No person shall enter a toilet room set apart for the opposite sex, except a parent / legal guardian to assist with bathroom use.
- d) No person shall play games of chance, i.e. gambling, within a Park and Recreation Site without specific written permit from the Director.
- e) No person shall obstruct, resist, or be abusive of, or use profanity to, a Park Peace Officer or agent of the Board in and during the lawful discharge of his duties.
- f) No person shall indulge in any noisy, boisterous conduct nor shall any person use any sound amplification device audible more than twenty (20) feet from the device without specific written permit from the Director.
- g) No person shall photograph, videotape or record an unrelated person or persons within a Park or Recreation Site without the consent of the person or persons being photographed, videotaped or recorded. This section does not prohibit photographing, videotaping, or recording within a Park or Recreation Site by City of Fairfield personnel, or Parks and Recreation Department personnel, or by news media, for security or general publicity / marketing purposes. By entering a Park or Recreation Site patrons consent to being photographed, videotaped or recorded by City personnel or Parks and Recreation Department personnel, for security or general publicity / marketing purposes.
- h) Smoking (including cigarettes, vaping, pipes, cigars etc.) is prohibited inside, or within 50ft of, any building within a Park or Recreation Site, and during large events, in crowded areas, or near any playground structure.
- i) No person shall interfere with permitted / formal events at any park and recreation site.

### **Section 100.09 Criminal Trespass**

- a) No person shall remain within a Park and Recreation Site who does not abide by conditions adopted and posted by the Board for the preservation of good order and the protection of property within the Park; and no person shall remain within a Park or Recreation Site who does not abide by the instructions and directions of a duly authorized Peace Officer or agents of the Board, in the lawful performance of their duties. No person shall enter any building that is closed or not available for the public use. Any person directed by a Peace Officer or agent of the Board to leave the Parks shall do so promptly and peaceably.
- b) All persons who take part in any specialized activities for which there is a fee, rental, or admission charge must abide by the regulations adopted by the Board for those specialized activities. No person shall be allowed within the confines of those specialized activities unless they have first paid the fee, rental, or admission charge.

c) No person shall remain in, or use any part of the facilities of the park during the times the park is closed, unless by special written permit of the Director. The parks are open daily to pedestrian traffic from daylight to dusk (one half hour after sunset) and to vehicular traffic 7:30 AM to dusk, unless otherwise posted by the Director. (11-04)

d) No person shall place any boat, canoe, raft, paddleboard, or water craft of any type, upon or in any lake, pond, stream, or other waters within the boundaries of a Park without specific written permit from the Director, except for boats owned and operated by the City of Fairfield or miniature toy watercraft. This section shall not apply to Marsh Park Fishing Lake where non-motorized boating is permitted and is designated as such. Marsh Park Fishing Lake is regulated by the adoption of rules and regulations titled ‘Marsh Park Fishing Lake Rules & Regulations’ (see Appendix A).

e) No person shall swim, bathe, wade, nor enter into any waters in a Park where prohibited or in a manner contrary to regulations prescribed by the Board.

f) No person shall fish, in any manner, in any waters in a Park contrary to regulations resolved by the Board or in water where fishing is prohibited by the Board.

#### **Section 100.10 Traffic**

a) No person shall drive, propel, or cause to be driven or propelled in any area of a Park, any vehicle or device at a greater rate of speed than posted, and in any event, not more than twenty-five (25) miles per hour. This policy shall not apply to temporary speeds above twenty-five (25) miles per hour for mountain bikes (self-propelled only) on mountain bike trails at Harbin Park.

b) No person shall park or store any motor vehicle, motorcycle, bicycle, wagon, device or other vehicle within a Park, except in places designated for such purposes.

c) Laws of the City of Fairfield requiring lights on vehicles shall apply to vehicles within the Park.

d) Vehicles shall be restricted to drives, roadways, paths, and trails established for such purpose; and footpaths or sidewalks designated for pedestrian travel shall not be used for vehicular travel.

e) All ordinances of the City of Fairfield, Ohio, with respect to motor vehicles shall be in full force and effect in the Parks.

f) No person shall ride any horse or other animal within any Park or Recreation Site, except upon bridle paths designated as such.

#### **Section 100.11 Beer and Intoxicating Liquor**

The terms “beer” and “intoxicating liquor” shall be as defined in the Ohio Revised Code.

a) No beer or intoxicating liquor shall be permitted on any Park or Recreation Site without a special permit from the Director except for the Fairfield Greens Golf Courses, Village Green Campus Area (except via DORA rules and policies), and the Fairfield Community Arts Center.

b) Beer and intoxicating liquor may be purchased and consumed at Fairfield Greens Golf Courses, Village Green Campus Area and the Fairfield Community Arts Center as a licensed permit premises. However, no person shall bring beer or intoxicating liquor to Fairfield Greens Golf Courses, Village Green Campus Area (except via DORA rules and policies), and the Fairfield Community Arts Center for consumption on the premises.

c) No person shall possess or consume an open container of beer or intoxicating liquor within twenty feet of any parking area or road on any Park or Recreation Site (except via DORA rules and policies). No person shall possess or consume beer or intoxicating liquor from a glass container at any Park or Recreation Site.

d) No person shall sell, buy, or furnish any beer or intoxicating liquor to a person under the age of twenty-one (21) years on any Park or Recreation Site.

#### **Section 100.11A Controlled Substances**

No person shall possess, obtain, nor use a controlled substance, as defined by Section 2925.01 of the Ohio Revised Code, within a Park and Recreation Site, unless prescribed by a physician.

#### **Section 100.11B Harmful Intoxicants**

No person shall sniff, breathe, nor otherwise use in any way other than the intended use by the manufacturer, any product containing a harmful intoxicant as defined by Section 2925.01 of the Ohio Revised Code within any Park and Recreation Site.

#### **Section 100.12 Commercial Enterprises**

No person shall sell or offer for sale, any article, thing, privilege, or service within any Park and Recreation Site without a permit from the Director, and no person shall do any begging, hawking, peddling, or soliciting therein.

#### **Section 100.13 Signs**

No person shall expose, distribute, or place any sign, advertisement, circular, notice, or statement, or display any banner, emblem, or design within any Park and Recreation Site without specific written permit from the Director.

#### **Section 100.14**

This section intentionally left blank.

#### **Section 100.15 Unleashed Animals Prohibited**

No person shall bring into, have, or keep in the Park, any cat or other animal destructive to bird life, nor shall any person bring into or permit within the Park a dog, unless the same is held in control by a leash no longer than six (6) feet in length. This section shall not apply to the designated “off-leash” fenced in areas of the ‘FurField Dog Park’ where unleashed dogs are permitted. The FurField Dog Park is regulated by the adoption of rules and regulations titled ‘FurField Dog Park Rules and Regulations’ (see Appendix B).

This section shall not apply to service animals as defined by the American with Disabilities Act. Owners / those in control of dogs are responsible for any injury or damage caused by their dog(s).

Owners / those in control of any animal, except guide dogs for blind individuals, shall be responsible for the immediate removal of any feces deposited by their animal / animals on any park site

#### **Section 100.16**

This section intentionally left blank.

#### **Section 100.17 Golf Restrictions**

No person shall hit a golf ball with a golf club or otherwise on any Park, except the Fairfield Greens Golf Courses, without the prior written permission of the Director.

#### **Section 100.18 Disposition of Cremains and Animal Bodies on Park Property**

It is the policy of the Fairfield Parks and Recreation Board that cremains (ash from the cremation of a human body) and the bodies of animals of any kind whether cremated or not may only be buried on any Park property in conjunction with the planting of a tree or other approved shrub or vegetation. Such burial and planting shall only be done with the prior approval of the Parks and Recreation Board and under the direct supervision of the Parks and Recreation Department personnel. No person shall bury, throw, scatter, or otherwise disseminate any cremains or animal body in, on, over or under any Park or Recreation Site, except as such burial is expressly permitted by the above-referenced policy or as otherwise specifically approved by the Parks and Recreation Board.

#### **Section 100.19 Use of the Village Green Campus Area**

a) It is the policy of Fairfield Parks and Recreation Board that only city events and/or city co-sponsored events are permitted at the Village Green Park and/or Amphitheater.

b) No person, except authorized employees or agents of the City or participants in City sponsored or co-sponsored events shall enter or remain upon the Village Green Park Amphitheater Stage area without specific permission from the Director.

c) The possession and/or use of bicycles and skateboards is prohibited on and within the Village Green Park and Lane Library properties excluding only the exterior ring of public sidewalks on said properties.

d) No person under the age of eighteen (18) years is permitted to remain on the exterior portions of the Lane Library property except while entering or exiting the Library building itself unless such minor person is accompanied by a parent, guardian, a licensed teacher or a program instructor of the City of Fairfield or Lane Library. The exterior ring sidewalk around the property is excluded from this section.

e) The Village Green Farmers and Artisan Market is regulated by the adoption of rules and regulations titled ‘Village Green Farmers Market – Regulations’ (see Appendix C)

#### **Section 100.20 Requirements for Aviation**

No person shall operate, take off, or ascend within or from any Parks or Recreation Site in any airplane, flying machine, balloon, glider, unmanned aerial vehicle ('drone'), or other aerial apparatus except with special approval from the Director through a formal application (<https://www.fairfield-city.org/DocumentCenter/View/10596/Aerial-Apparatus-Application>). No person shall voluntarily bring, land or alight, within or upon any Park or Recreation Site in any airplane, flying machine, balloon, parachute, unmanned aerial vehicle ('drone'), or other aerial apparatus except with the permission of the Director.

**Section 100.21 Event Permit Requirements / Commercial Uses also see ('Appendix E')**

An Event Permit is required for ALL **formal activities**. You do not need an Event Permit for an informal activity or usage in the park.

**Informal activities**, or an informal use of a park, is defined as a traditional way of visiting a park. An informal activity – one which does **not** require an Event Permit – is one:

- That has a smaller number of people (generally under 50 people) such as a family picnic.
- That is a limited amount of time (generally less than 2 hours).
- That only utilizes minimal items (a blanket, book, football, etc.) and not a formal set-up process.
- That can use any location in the park that is not already in use by someone else, on a first come, first serve basis.
- Is not organized by, represents or benefits a group, company or organization. Typically organized by an individual.
- That is free to participants.

**Formal activities**, or a formal use of a park, is a rare occurrence, or an untraditional way of utilizing a park. Typical activities that would be classified as a "formal" use would be events such as a concert, car show, runs/rides/walks, fundraiser, sports league (adult rugby, soccer, etc.), paid coaching / instruction, a festival, or any type of special event. These uses of a park are generally disruptive to the informal visitor, and typically displaces / prevents from using the public space.

A formal activity – one which **requires** an Event Permit – is one (not necessarily all examples need to be met):

- Where any amplified sound or public announcement system is planned.
- Where any equipment is brought to the park (tent, staging, portable restrooms, etc.).
- Which is publicly advertised and may or may not require participants to register or pay a fee.
- Which will invite a large number of people (generally over 50).
- Which will impact the normal use of a public park and displace regular visitors.
- Is organized by, represents or benefits a group, company or organization.

Due to the magnitude and impact that formal activities have on a public park in relation to parking, restroom facilities, availability of electric and water, etc., only the following parks will be considered for an Event Permit:

- William Harbin Park
- Waterworks Park (Shelter and Great Miami River Trail ONLY, and dependent on baseball field schedule / parking lot usage)
- Village Green Park

- Gilbert Farm Park

Any event organizers who are found utilizing a Park without an Event Permit in a “formal manner” will be in violation of this rule and subject to penalties as outlined in ‘*Section 100.99 Penalties*’.

**Section 100.99 Penalties**

Whoever violates Section 100.01 through Section 100.21 shall be fined not less than \$100.00 for the first offense including court costs. A second offense will be a misdemeanor of the Fourth Degree. These Rules and Regulations shall be effective as an Ordinance of the City of Fairfield, Ohio, pursuant to Section 8.05 (B) (7) of the Fairfield City Charter, and shall be in effect from and after the earliest date allowed by law.



## **APPENDIX A - MARSH PARK FISHING LAKE RULES AND REGULATIONS**

### **Opening Hours / Times:**

- Year-round general park access (trails, fitness stations, general leisure):
  - Pedestrian access is from daylight to dusk (one half hour after sunset).
  - Vehicle access is from 7.00 a.m. to dusk (one half hour after sunset).
  - Fishing from the shore is permitted year-round.
  - Parking lot gates will be locked each evening.
- Lake use:
  - All boating and fishing permitted Mar 1st – Nov 30th.
  - Dock open for fishing Mar 1st – Nov 30th.
  - We ask all guests to be off the Lake 30 minutes before sunset.
- Bait House Hours:
  - First Friday in March through March 31st: Friday, Saturday & Sunday from 8 am - 5 pm
  - April 1st - September 30th: Open seven days a week from 8 am - 5 pm.
  - Closed: Oct 1st through first weekend in March.

### **General Rules:**

- Marsh Park Fishing Lake is 'catch and release' for all fishing.
- There is an inherent risk in use of the lake. Use of this Park is at your own risk.
- All bait shop sales are final; no refunds.
- Alcoholic beverages are not allowed on premises.
- Glass containers are not allowed on the premises.
- Swimming/wading is not allowed at any time.

### **Fishing:**

- Marsh Park Fishing Lake is 'catch and release' for all fishing.
- A state fishing license is not required.
- Limit of 2 poles per Adult and 1 pole per child (under 18 years of age).
- Children under 16 years of age must be accompanied by an adult.
- Throw and trot lines are not allowed.
- No purchasing or trading of fish is allowed.
- Fishermen catching or possessing any fish will be charged Market Price per fish.
- All vehicles must be parked in the parking lot.
- Snagging/netting of fish is not allowed.
- Frogging is not allowed at any time.
- Cleaning of fish is not allowed in the park.

### **Watercraft:**

- Only hand-powered boats, that have a current and valid registration sticker (OH numbers) OR the alternative registration decal are permitted on the lake. Electric trolling motors are permitted.
- This includes: Kayaks, canoes, rowing shells, rowboats, jon boats, paddleboards.

- Swimming in Marsh Lake is prohibited, therefore, the use of windsurfers is NOT permitted due to the likelihood of a patron being exposed to a swimming situation during the use of this type of vessel.
- Boating is only permitted during park operating hours, in accordance with the Ohio state “dusk” law. Boaters must be off the water and loaded up prior to closing time, not AT closing time, in order for staff to close the park accordingly.
- It is required that each person navigating Marsh Lake by boat to wear a USCG approved PFD at all times.
- Children under the age of 18 must be accompanied by a parent/guardian when boating.

## **APPENDIX B – FURFIELD PARK RULES AND REGULATIONS**

**You are an ambassador for our park being safe for your pet and for other visitors. Please take this responsibility seriously. There is an inherent risk toward you and your dog's safety from visiting a dog park – use the park at your own risk.**

### **Keep everyone safe by observing these standards for our dog park:**

- Only dogs with current registration/licenses, vaccinations that have been dewormed are permitted inside the park.
- Owners must be able to show validation upon request.
- Dogs must be leashed prior to entering and upon leaving the area. Gates to the off-leash areas must be closed after entering and exiting.
- Only 2 dogs per person are permitted to enter the park.
- It is your responsibility to clean up after your dog. DOGS CARRY THE E-COLI BACTERIA.... Please clean up after them and dispose of the waste properly.
- Owners must be in the park and in control of their dog(s) at all times.
- Owners are responsible for any injury or damage caused by their dog(s).
  - If your dog gets in a fight with another dog or injures a person, you must exchange information and exit the park immediately.
  - If your dog is digging holes, please command your dog to discontinue the behavior. If your dog can not discontinue the behavior, please exit the park. Hole digging is destructive to the turf and can be a tripping/safety hazard for humans and other dogs.
- Dogs must be under voice control of an ADULT (aged 18 years or older) at all times.
- Use common sense and common courtesy when visiting the park. If your dog is displaying behaviors that are causing disruption and/or issues, it's a sign that your dog is not socialized enough to be in a dog park. This is your cue to exit.
- Please honor the small dog area size restriction. The small dog area is only for dogs who weigh less than 25 pounds.

### **Never Permitted:**

- Unattended/Unsupervised dogs
- Dogs in heat
- Aggressive and/or unfriendly dogs – Dogs with a known history of, or who exhibit, dangerous behavior, are prohibited
- Dogs who are mounting/posturing other dogs
- Dogs under the age of 12 months
- Dogs who are not registered (registering your dog is a law in Ohio)
- Animal food, human food and treats
- Glass containers
- Alcohol, tobacco products (all varieties) and electronic/vapor cigarettes
- Human swimming in the dog pond

## **APPENDIX C – VILLAGE GREEN FARMERS MARKET RULES AND REGULATIONS**

Purpose: To provide the residents of Fairfield with an opportunity to purchase locally grown and made products directly from the farmers and artisans who produce them. To create an atmosphere of community and fun, where families gather to play, eat, and learn together.

### **Overview**

Vendors are responsible for following all Ohio Department of Agriculture and Butler County Health Department standards and regulations. As host, The City of Fairfield assumes no responsibility for Vendors. Some useful links are below:

- <https://agri.ohio.gov/divisions/food-safety/resources/farm-market>
- <https://agri.ohio.gov/divisions/food-safety/resources/cottage-food>

1. The Village Green Farmers and Artisan Market is a producer only market. All product must follow the general rule of “Make it, Bake it, or Grow it” within 100 miles of the Village Green in the City of Fairfield.
  - a. Fresh produce, fruit or cut flowers must be grown by the vendor from seed or plants.
  - b. All plants, fruit trees, or vines must be grown by the vendor from seed, cuttings or plugs. Re-potting or resale of purchased mature plants is not permitted.
  - c. Honey must be from the vendor’s hives or from hives on the farmer vendor’s property by a beekeeper on a paid or share basis. Processed honey products or bees wax products must be made by the vendor and follow processed food guidelines.
  - d. Artisan products must be made by the vendor using basic raw materials (clay, fabric, weaving materials, yarn, beads, jewelry components, painting supplies, etc.) and have significant “value added” by the work of the artist.
  - e. Food products must be made “from scratch” by vendor.

### **Regulations for all vendors**

1. Application, fees, and certificate of insurance must be presented to the City of Fairfield and approved by the market manager before a space will be assigned.
  - a. Vendors will be approved based on the following criteria:
    - i. Proximity to the market
    - ii. Uniqueness of the product offered
    - iii. Saturation of the market with specific product
    - iv. References from other market managers
  - b. Market Manager has the authority to assign vendor spaces, settle disputes, and enforce rules.
  - c. Market Manager has the right to refuse participation to a new vendor and to refuse the right to sell specific items if the product does not complement the market as a whole.
2. Vendors will be provided a 12ft x12ft space.
  - a. Each vendor will be assigned a booth space for the duration of the market season.
    - i. Market Manager reserves the right to change assignments based on the attendance each week.
3. Vendors will be required to have a 10ft x10ft canopy.

- a. Canopy must be secured with a minimum of 50lb.
  - b. Canopy must have straight legs, no slanted legs.
  - c. Canopy must be put up for every market.
- 4. Vendors must be present at the market at least 30 minutes prior to opening and remain until closing time.
  - a. If vendor will be unable to attend market, they must provide a minimum of 24 hour notice.
    - i. After 3 no-shows or short notices given, vendor will forfeit their space at the market.
  - b. If a vendor is not on site within 30 minutes of market opening, they will be required to carry their wares in from the designated parking area for vendors.
  - c. Vendors should be ready to conduct business transactions by the opening of the market.
  - d. There is to be no sales before the opening of the market.
  - e. Sales may continue after market closes for 15 minutes at the discretion of the vendors present and market manager approval.
  - f. No vendor may pack up and leave early. Leaving early may result in your suspension or expulsion from the market.
  - g. Vendor vehicles will remain onsite on an as needed basis, to be determined by the market manager.
  - h. Other vehicles will be asked to park offsite, about 1 small block away.
- 5. Vendors will make their booth space pleasant and easy to access for the general public.
  - a. Vendors are responsible for supplying all equipment for selling and provide clean, safe tables, baskets, or stands to display products.
  - b. Vendors will have their business clearly identified with signage at least 24 inches by 36 inches.
    - i. All pricing must be clearly displayed.
      - 1. Lowering prices for the purposes of undercutting other vendors is not permitted.
      - 2. There is to be no discounting of goods during market hours.
  - c. Vendors will clean up their area before leaving.
    - i. Removing waste, leftovers, equipment, and personal items.
      - 1. Leftovers may be donated for delivery to the local food bank at the close of business each week.
  - d. Vendors will submit their gross sales on a provided form at the end of each market.
    - i. Information is anonymous and used for economic development purposes only.
- 6. Vendors must comply with Ohio and Federal regulations regarding all food preparation, storage, and labeling.
  - a. Vendors are responsible for providing safety in food preparation, and recyclable materials. Styrofoam is not an acceptable packaging material.
  - b. Ohio Department of Agriculture Cottage industry standards must be adhered to. All labeling must meet the Cottage Industry Standards or be subject to removal from the display and sales.
    - i. Repeat offenders are subject to expulsion from the market.
  - c. All products marked as “organic” or “natural” must have third party certification according to United States Department of Agriculture (USDA) standards.

- i. Certification must be in public view within your booth.
  - d. Food items may not be kept on the ground.
- 7. Vendors must demonstrate respect and professionalism regarding all market members.
  - a. Members include, but are not limited to: Vendors, attendees, city officials, market manager, and city personnel.
  - b. All disputes will be handled professionally and discreetly by the market manager.
  - c. There is to be no smoking on the market premises.
- 8. Vendors must obtain necessary licenses, tax ids, insurance, and permits as outlined by the city, state and federal guidelines regarding their business.
  - a. Sales tax must be collected where applicable.
  - b. All necessary permits, licensure, etc..., must be submitted with the application.
  - c. Vendors must carry a minimum of \$1million liability insurance. Certificate must be submitted with your application.
  - d. "City of Fairfield" should be named as an additional insured.
- 10. Failure to comply with any of the requirements for vendors, herein, may result in suspension or revocation, by the market manager, of the approval for the vendor to participate in the market.
- 11. Weather Cancellation. In case of adverse, forecasted weather (torrential rain, thunderstorms, lightning, high winds etc.) the market manager will attempt to provide as much notice as possible regarding any delay / cancellation of a market via phone call and / or email. Notice will be provided to the public via social media.

## **APPENDIX D – GOLF COURSE POLICIES**

By playing at Fairfield Green's Golf Courses all players, spectators and volunteers agree to abide by all golf course, Fairfield Parks and Recreation, and City of Fairfield rules, regulations, policies and ordinances.

### **Registration**

All players must register in the golf shop prior to play. Fairfield Greens Golf Courses reserves the right to pair you with other players when course conditions and capacity require it.

### **Dress policy**

Shirts must be worn at all times. Proper footwear must be worn at all times.

### **Etiquette, Speed of Play**

Please play "ready golf." Be prepared for each shot.

Replace divots, repair ball marks, and rake sand bunkers.

On average, a foursome should play each hole in 15 minutes or less. 9-hole pace of play is 2 hours and 10 minutes; 18-hole pace of play is 4 hours and 25 minutes.

Groups that are behind our pace of play may be asked to skip a hole to get back on track.

### **Food at Turn**

Food and beverages purchased at the clubhouse during a round must be taken 'to-go' in order to maintain pace/order of play.

### **Golf Carts**

Daily policy and / or golf course conditions may restrict golf carts to path only.

Carts are prohibited from getting closer than 30 feet from all greens.

You must have a valid drivers license to operate cart.

Players and golf cart drivers are responsible for any damage done to golf carts.

Only 2 riders and 2 golf bags per cart.

Golf cart rates are based on 2 per Cart; single players/riders pay full rental rate.

### **Rain Policy**

Rain checks are only given out when inclement weather (not bad light or pace of play) prevents a round from being completed, typically the policy listed below will be followed:

- For an 18-hole round: 0-5 holes completed – rain check for 18-holes
- 6-13 holes completed – rain check for 9-holes
- 14 or more holes completed – no rain check
- For a 9-hole round: 0-5 holes completed – rain check for 9-holes
- 6 or more holes completed – no rain check

### **Alcoholic Beverages**

Alcohol must be purchased from Fairfield Greens Golf Courses. Carry-on alcoholic beverages are not permitted.

### **League Rules & Regulations**

- All League participants must follow all Course Policies (<https://www.fairfield-city.org/374/Course-Policies>) in addition to those listed below.

- League Manager is responsible for informing participants of all rules and regulations.
- Any group/participant that does not abide by the rules and regulations, and/or, ignores Fairfield Green's Staff directions may be asked to leave the course and/or have their league canceled.
- All leagues must be on time and ready for league play at the agreed-upon times. If participants wish to play before their scheduled league play, they will need to make separate tee times in advance.
- All participants must check in with the Pro Shop prior to league play for payment of fees, permission to take carts, and to start playing. League members will be subject to paying greens fees if caught playing without adhering to these rules.
- League Manager will notify Pro Shop/Golf Pro if league play is canceled due to any reason. If League play is to be canceled (especially for non-weather reasons) please give the Pro Shop / Golf Pro as much notice as possible (ideally 3-5 days).
- League Manager may call the Pro Shop for updates or information regarding the closing of the golf course due to weather and/or course conditions.
- League Manager will inform Golf Pro of any end-of-the-year tournaments or banquets to ensure facilities are available.
- Please keep up with the group in front of you. There are a lot of leagues playing simultaneously so please be respectful of the pace of play at all times. Groups that fall more than one hole behind may be asked by Golf Course Staff to skip a hole to catch up.
- Tee off as soon as the fairway clears.
- Please remind all participants to replace divots, follow course signage, and adhere to cart-only rounds when applicable.
- We expect all League participants to respect the golf course, the staff, and other participants/leagues.

### **Winter Play Policies**

Generally, the following guidelines will be used to determine whether the course can open for play between Dec 1st and March 31st:

- No play before 10am.
- Little or no precipitation.
- Temperature must be forecast to reach 40 degrees by noon or earlier.
- We will monitor the forecast at least a week in advance to try and provide an accurate opening schedule.

Signs will be placed at the entrance of the course and the clubhouse, the phone message will be updated, and we will update the online reservation system to reflect opening.

Ultimately, the decision to close / open the course will be made by Golf Course management, based on a variety of factors.

### **Golf Outing Policies**

- A \$200 deposit and signed agreement are required to reserve outing date. Deposit is fully refundable up to 30 days prior to outing.
- A guaranteed minimum is required at least 10 days prior to outing date, along with completed 'Checklist'. Outing will pay fees for the higher of; a) actual number of golfers or b) guaranteed minimum. A maximum of 8 golfers above the guaranteed minimum will be accommodated.



- Outings with less than 72 golfers will not have exclusive use of the course. At least 32 golfers are required for a shotgun start. Outings with between 32 - 48 golfers will shotgun from 9 holes. Outings with more than 72 golfers will have exclusive use of the course for 5 hours from their outing start time.
- Payment is required prior to play commencing (cash, credit card, company check).
- Per Ohio State Law, all alcohol must be purchased at golf course and no alcohol can be brought onto the course. All food and beverage prices subject to Ohio Sales Tax. Groups may bring their own soft drinks for players.
- If course management declares the course 'open for play' the full fees of this agreement will be due. If course management declares the course 'closed for play' and the majority of play has not occurred, rain checks will be issued or, if available, a make-up date can be booked (typically this is not an option due to our busy schedule). Food and beverage fees are due regardless of play.
- Course management reserves the right, for any reason, to delay/cancel/reschedule an event.
- A valid credit card must be on file with the golf course prior to the outing (day of is acceptable) to cover incidentals, extras or damage. Outing Group/Contact are responsible for, and agree to be held liable for any damage to golf course facilities, grounds, and equipment, and will be billed for any damages caused by the outing players, volunteers, or staff.

## **APPENDIX E – PARK RENTALS / EVENTS**

### **Expectations & Responsibilities**

It is the City's expectation that the applicant will be the main contact for all event concerns and must be on site during the event at all times. Applicants representing a third-party organization must disclose such information. It is the applicants responsibility to comply with all City, County, and State requirements. All Event Permits and/or inspections are the applicants responsibility to acquire at their expense (i.e. food license, alcohol Event Permit, etc.).

A site layout must be provided with the Event Permit application. Any changes to the site layout must be approved by the City of Fairfield. Changes will be reviewed up to (14) days before the event.

The applicant shall be responsible for any and all damage to any landscaped areas, such as planting beds, turf/grass, equipment, park amenities and/or the facilities during the course of the period and agrees to reimburse the City of Fairfield for such damage or loss. No vehicles are permitted on turf/grassy areas. Only golf cart/utility carts are permitted during the event, in these areas, with prior approval.

Applicant is responsible for supplying sufficient protection for the pavement from any cooking areas utilizing fryers or grills. It will be required to have tar/roofing paper (only acceptable material) underneath them secured by non-high stick (duct tape prohibited) at all edges. We recommend 6" wide "Gaffers Tape" for best results.

Applicants must comply with the Americans with Disabilities Act (ADA) including maintaining the Permitted use area and all public rights-of-way accessible during the entirety of the event.

It is the responsibility of the applicant to organize proper trash cleanup and removal of trash from the park property by means of dumpster rental, clean up services and/or volunteers. Failure to haul trash out of the park/public space will cause a forfeiture of the security deposit(s).

If tenting will be utilized, proper tethering techniques must be approved by local, county, state codes and approved within the site layout by the City of Fairfield. It is the Event Permit holder's responsibility to contact OUPS (by calling 8-1-1) prior to installing ground stakes for tent tethering purposes.

Any playground and restroom areas must remain open to the public at all times during events and made accessible to the public.

### **Insurance & Indemnification**

The Event Permit holder must supply liability insurance within (30) days of the accepted application. Insurance should cover bodily injury and property damage with limits of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate. The City must be named as an "additional insured" and must cover date of event.

Upon acquiring such coverage, and upon the City's reasonable request thereafter, the Event Permit holder shall provide the City a certificate of insurance evidencing that the Event Permit

holder has liability coverage related to or arising, directly or indirectly out of the Event Permit holders acts or omissions upon or related to its use of City Property.

If alcohol is being planned to be sold on-site, the Event Permit holder will be responsible for furnishing all necessary Event Permits as well as Proof of Liquor Liability Insurance with a minimum of \$2,000,000 coverage naming the City of Fairfield as additionally insured.

The Event Permit holder agrees to defend, indemnify, release and hold harmless the City, its agents, officers, attorneys, employees, departments, boards and commissions from any and all claims, causes of action, proceedings, liabilities, losses, damages, costs and expenses related to or arising, directly or indirectly out of the Event Permit holders acts or omissions upon or related to its use of City Property.

### **Adjacent Property Impact**

The Event Permit holder is responsible for any impact that occurs to adjacent properties taking place from their event including clean up caused by overflow and/or parking usage. Any communication and agreements with adjacent property owners related to the event, (including parking allowances) must be disclosed to the City of Fairfield. Note that these properties are private and owners have the right to control their property boundaries from usage during the event.

### **Sales on Site**

The Event Permit applicant must disclose any and all intentions of selling product (food, alcohol, clothing, novelty items, etc.) on park property. All Board of Health Event Permits must be in place in order to sell food and/or beverages on site. Note that giving away food or beverages does not require an Event Permit from the Health Department, nor does typically selling pre-packaged food or beverages however we recommend contacting the Butler County Health Department (513-887-3043) to discuss any/all food operations.

### **Utilities**

Electric is included with the site rental via 120v receptacles where available. Additional electric needs (such as generators) are the responsibility of the Event Permit holder and acceptable forms of electric generation must be approved by the City. Extension cords will be provided by the Event Permit holder. Extension cords and/or cables must be covered so they are not imposing trip hazards. **Covering cords with tape is not acceptable.** Appropriately sized rugs, mats or cable ramps should be used where a tripping hazard exists.

Reasonable water needs are included with the site rental and can be accessed via hose bibs, however, the appropriate hoses must be supplied by the Event Permit holder.

### **Sound & Amplification**

Amplified Sound is only Event Permitted during the following times unless otherwise approved:

- Sundays through Thursdays from 9:00A to 10:00P
- Fridays and Saturdays from 9:00A to 11:00P

## **APPENDIX F – AQUATIC CENTER**

The following pool rules and regulations have been established for the benefit of all users of the Fairfield Aquatic Center to assure the safe operation of the facility and to provide enjoyable recreation for all.

Patrons are required to cooperate in observing these rules and to obey the instructions of the Fairfield Aquatic Center staff. Failure to follow the Pool Rules and Regulations could result in serious injury and / or ejection from the Fairfield Aquatic Center, without refund and / or temporary / permanent suspension from the Fairfield Aquatic Center.

The Fairfield Parks and Recreation Department reserves the right to refuse admittance into the Fairfield Aquatic Center when the capacity of the aquatic center / pool has been reached, or when otherwise deemed necessary for the health, welfare or safety of the patrons. The Manager on Duty and designated assistants / lifeguards are responsible for the operation of the pool. Their instructions must be followed at all times. Should disagreement arise, patrons are advised to contact the Parks & Recreation Superintendent at 513-896-8439.

### **General Rules**

- All guests using the Fairfield Aquatic Center do so at their own risk.
- No one will be allowed in the swimming area unless the pool is officially open and lifeguards are on duty. Entering the pool facility when it is not open to the public is trespassing and offenders are subject to police arrest.
- All persons entering the pool facility must pay the appropriate admission fee or present proof of a valid season pass or program registration.
- Children under 11 years of age entering the pool facility must be accompanied by a guardian aged 15 or over who is responsible for direct supervision at all times.
- Cash register receipts are not valid for re-entry. Patrons leaving the pool facility and wishing to return that day must have their hand stamped.
- All sales are final. No cash refunds will be given for admission.
- Smoking is not permitted anywhere in the pool facility or within 50 feet of it.
- No person shall photograph, video or record an unrelated person or persons without the consent of the person or persons being photographed, videotaped or recorded.
- The Fairfield Aquatic Center reserves the right to inspect all bags, packages, or containers.
- Pool break or adult swim goes from :00 after to :15 of every hour during open swim. Only those patrons 18 and over are allowed in at this time. Infants under 2 years of age are permitted with an adult.
- Loitering will not be permitted on the pool grounds, within the facility or in the parking lot.

### **Inclement Weather**

In the event of lightning and/or thunder, patrons will be removed from the pool deck for 30 minutes from the last occurrence.

If the Fairfield Aquatic Center closes due to inclement weather, no refunds will be given. If you have been at the facility for one hour and fifteen minutes or less and have a valid receipt, a one day pass will be issued.

If the Fairfield Aquatic Center closes due to inclement weather after 6 p.m., the facility will not reopen that day.

The Fairfield Aquatic Center may close if the air temperature drops below 68 degrees.

### **Attire**

Pool users must wear swimming suits or swimming trunks upon entry into the pool. Swimming suits and trunks must have a liner. Clothing such as cut-offs, gym shorts, board shorts, sports bras and underwear are not permitted as swimwear. Swimwear should not have been worn for exercising prior to pool use. The Fairfield Parks and Recreation Department reserves the right to determine the appropriateness of swimwear.

Clean T-shirts may be worn for modesty or medical reasons but must be tied or tucked into swim suits.

Protective head wear such as hats and visors are allowed if they remain above the water.

Sun bathers swim suit straps must remain tied at all times.

### **Infants & Children Attire**

Infants/children who are not toilet trained and adults who are incontinent, that wish to enter the pool must wear a clean diaper or disposable swim diaper covered by separate rubber/vinyl pants, all of which must fit snugly around the legs and waist. If the diaper becomes soiled, this person must leave the pool immediately, and may not return until he/she has taken or been given a soap shower and has been recovered by a new diaper with clean rubber/vinyl pants. Diaper changing is not permitted on the pool deck.

Diaper changing stations are located in the locker rooms. Swim diapers are available for purchase at the front desk.

### **Health & Safety Policies**

All swimmers must take a shower prior to entering the swimming pool.

No person within the pool grounds (including parking lot) shall behave in such a manner as to jeopardize the safety and health of self and others. Such behavior, including but not limited to; intoxication, profane or inappropriate language, verbal or physical abuse of staff or patrons or inappropriate touching shall be grounds for expulsion and possibly police arrest.

Running, boisterous or rough play, pushing, acrobatics, dunking, wrestling, splashing, yelling, diving or jumping in a hazardous way, snapping of towels, improper conduct causing undue disturbances on or about the pool area or any acts which would endanger any patron are prohibited.

Admission can be refused to persons suffering from sores, inflamed eyes, cold, nasal, or ear discharge, or any communicable disease. Persons with excessive sunburn, open sores, or bandages of any kind will not be permitted in the pool.

Diving into shallow water is prohibited.

Prolonged underwater swimming or breath holding is prohibited.

Spitting, spouting water, blowing nose, urinating, or defecating in the pool is prohibited.

The City of Fairfield and members of the pool staff are not responsible for injuries, illness or disease suffered while on the premises.

Chewing gum is not permitted in the pool area.

Fecal matter related accidents may cause the pool to close for the remainder of the day. Those involved in the incident may be ejected from the pool for the day.

### **Food & Beverage**

No coolers, food, or beverage may be brought into the facility. Food and beverages are available for purchase at the concession stand. Water, medical supplies, and baby food are the only exceptions.

Glass containers, alcoholic beverages and drugs are not permitted on the pool grounds or within the facility.

Food and drinks are not permitted within 15 feet of the pool.

### **Changing / Locker Rooms**

All persons age 6 and older must use gender-appropriate locker rooms.

Food, drink and glass containers are not permitted in locker rooms.

Leave valuables at home. The Fairfield Parks and Recreation Department is not responsible for personal property or valuables at any time. Lost and Found will be disposed of weekly. Lockers are available at the facility. Valuables may not be checked with the cashier or pool staff.

Patrons are not permitted to leave locks on lockers overnight. Locks will be cut off and locker contents will be placed into Lost & Found.

Use of any video, picture or audio recording device is prohibited in all locker rooms and bathrooms.

Children must be accompanied in bathrooms / locker rooms.

### **Equipment & Toys**

As a safety measure, only US Coast Guard approved Type I, Type II or Type III Personal Flotation Devices are allowed and an adult must accompany the child in the water and remain within arms reach. For more information visit: <https://www.dco.uscg.mil/CG-ENG-4/PFDSel/>

No toys, floats, balls, rafts, etc. are permitted in the Main Pool.

Snorkels and fins are permitted in the main pool. Fins are not to be worn while walking on deck.

Kick boards and fins may be used in the lap lane for fitness swim.

### **Novice Swimmers**

Novice swimmers may be asked to pass a swim test by the guard to use diving board and rock wall. The swim test consists of the swimmer, effectively swimming the width of the pool.

Swimmers are not allowed in an area that is not visible to a lifeguard.

### **Diving Board**

Divers must be experienced swimmers and may be required to pass a swim test.

1 person on the board at a time.

1 bounce only on a board.

Forward dives only.

No twists or flips from diving board.

Divers must jump out in the direction of the board, not to the side.

Life jackets and goggles are not permitted.

No one is allowed in the diving area in an attempt to catch a jumper or diver.

To exit the diving well, divers must swim to the wall on their left. They are not to use the back wall.

### **Water Slide**

Riders must be 48 inches tall.

Patrons are to go feet first, laying on their backs and one at a time down the slide.

Life jackets and goggles are not to be worn while riding down the slide.

Riders must exit the slide catch as quickly as possible and are not to wait on or attempt to catch another rider.

### **Climbing Wall**

Climbers must be experienced swimmers and may be required to pass a swim test.

Only 1 participant at a time on the climbing wall.

No swimming under climbing wall.

Feet first entry only into the drop zone. No flips from climbing wall.

Climbing only permitted on the pool / front side of the wall.

Life jackets and goggles are not to be worn while climbing.

### **Play Ground / Splash Pad**

No pushing or rough housing.

No toys, food or beverages allowed in either play area or splash pad area.

Do not attempt to climb or scale the play structure features (are there any that are supposed to be climbed?).

Do not drink the water.

Do not sit or stand on the water jets.

Be respectful of others and take turns.

Surfaces may be hot, footwear is strongly recommended.

Children under age 7 must be accompanied by an adult / guardian.

### **Shelter Usage**

Shelter reservations for groups of 30 or more.

Shelters are on a first come, first served basis unless reserved for a group.

Shelters can not be held or reserved with towels or bags etc.

### **Group Reservations**

Group reservations (15+ people) must be made at least seven (7) days in advance and availability is limited.

Reservations can only be made for weekdays.

If you wish to make a reservation please contact the Fairfield Parks & Recreation Department at 513-867-5348 or at [parks@fairfield-city.org](mailto:parks@fairfield-city.org).

Download the Group Reservation Form [here](#).

## **APPENDIX G – ROOM / FACILITY RENTALS**

### **Reservation**

A 50% deposit is required at the time the booking is confirmed and a Facility Rental Contract is issued. The balance of the rental fee is due no later than 30 days before the event. For reservations less than 30 days before the event, the entire rental fee is due at the time of reservation.

### **Hold the date**

A tentative status request may be made for any available date and holds the date for up to two (2) weeks. All requests will be released after 14 days, without notice, unless the deposit is paid and a Facility Rental Contract is issued. Client is responsible for knowing the expiration date of their tentative hold.

### **Rental Fees**

Weekend rentals are for a period of 5 hours, with additional hours for set-up and break down, unless otherwise specified in the Facility Rental Contract. Weekday rentals are based on number of hours. The client is responsible for all food, decoration, and entertainment and for rental and set-up of any furniture or equipment not owned by the City.

The Facility Rental Fee includes the following:

- Facility and Beverage Attendants on site during event as appropriate.
- Use of area specified on the Facility Rental Contract.
- Free parking (parking may be limited if other events are scheduled).
- Set-up and use of City-owned banquet (60-inch rounds) and buffet (8-foot) tables and chairs.
- Freestanding, event-related, directional welcome signs.

Additional fees may include:

- Clean-up and/or repair of facility beyond normal janitorial service. Fees assessed accordingly.
- \$175 per hour for events running longer than the scheduled time without notice.

The City requires credit card number on file before the event as a security deposit against anticipated damages or overtime charges.

### **Cancellation Policy**

All cancellations must be submitted via email to the Parks and Recreation office or Hospitality Manager.

- Agreements canceled more than 31 days prior to the date reserved, will be refunded any monies paid to date, less a \$50 processing fee.
- Agreements canceled less than 30 days prior to the date reserved will receive a refund of ½ the facility rental fee (deposit).
- Agreements canceled less than 14 days before the reserved date will not receive a refund.



- Agreements canceled by the City the Client will receive a full refund.
- If the Client has not paid the entire rental fee 30 days before the event, the City may consider the event canceled and keep all deposits towards the total fee owed.

### **Termination**

The City reserves the right to terminate immediately at any time, any event which it deems dangerous, harmful, inappropriate, or in violation of any applicable laws or ordinances, or which has violated any of the City policies and procedures. The City will retain all monies paid and will not be liable to the Client's suppliers or vendors for any of the charges generated by, or any deposits made to, providers of services.

### **Set-Up**

The Client is required to notify the Hospitality Manager concerning set-up requirements, furniture, and equipment needs no later than 14 days prior to the event. A final guest count is needed at that time. Any equipment required by the Client that is not listed may be secured through an outside rental company at the Client's expense. If an outside company is used, City technical staff must supervise the set-up and teardown of rented equipment. Additional fees for technical assistance may be assessed. Early drop-off of event supplies prior to event is dependent on staff, storage and site availability.

### **Decorations**

In order to protect the facility, the City must approve all decorations before the event.

- All decorations and signs must be freestanding; taping, tacking, nailing, stapling or otherwise attaching signs or decorations to walls is NOT permitted.
- Large exterior hanging signs are NOT permitted on the walls of the Community Arts Center.
- Ground signs are NOT permitted anywhere on the City lawn or curb.
- Decorations are NOT permitted on the outside balcony railing or inside grand staircase railing.
- Open flames are NOT permitted. Candles are permitted if they are enclosed within a holder made of non-flammable material such as a glass globe or hurricane sleeve. The container must be higher than the tip of the candle's flame.
- Smoke effects, fog machines, explosives, or pyrotechnics are NOT permitted.
- Metallic table scatters, especially stars which may snag in the carpet and cause damage to commercial cleaning equipment, are NOT permitted.
- Glitter, rice, sand, confetti, sparklers, silly string and aerosol fun spray are NOT permitted.
- Paper wish-lanterns are NOT permitted to be released from the Community Arts Center balcony or grounds.

\*The Client is required to remove all decorations immediately following the event. Failure to do so will result in additional clean-up fees.

### **Art Gallery**

We cannot accommodate removing any artwork displayed on Art Gallery walls.

### **Catering**

Only fully licensed Caterers may supply food and non-alcoholic beverages at any City events. The City will consider approval of one-time caterers not currently on the Preferred Caterers list if they meet the proper requirements. Due to health reasons, self-catering is not permitted.

All Weekend events (Friday night, Saturday, and Sunday) in the Community Room must employ a caterer of choice with appropriate staff service for the event, including set up of all food, bussing of tables after the first meal service, and clean up. Early access prior to events for food storage is not available.

### **Bar and beverage service**

The City will administer the liquor license for all events and serve as sole provider for any Alcohol Beverage Service. Deposit for the Beverage Service, with a preliminary guest list, is due 30 days before the event. The remaining balance is due two weeks before the event with a final guest list. Any Beverage Service paid after the two-week deadline must be secured with cash or credit card. Events which are fully non-alcoholic in nature may coordinate their needs with their Preferred Caterer. Fairfield Community Arts Center beverage service requires bartender rate.

The City will not knowingly dispense alcoholic beverages to anyone under the legal drinking age or to parties considered under the influence of alcohol. Therefore, all guests wishing to consume alcohol must present a valid I.D. In addition, Ohio State Law prohibits outside alcoholic beverages to be brought on or in the premises. The only alcohol permitted on the grounds is that served by the beverage attendant provided for your event. All unauthorized alcohol, if unopened, will be confiscated and stored for safekeeping until the end of the event. Open bottles or alcohol in a different container will be disposed of by management.

### **Staffing and labor**

The rental fee includes all City labor required for the set-up of the City's furniture and equipment, normal janitorial service, and coordination of deliveries with outside vendors. In addition, a facility attendant will be on site for the duration of your event. Any additional labor can be determined at cost.

### **Clean up and removal**

The Client is responsible for event clean up and removal of all non-City-owned property from the premises within one hour after the end of the rental. With prior approval, Client may leave property in the FCAC storage area, to be picked up by 10 a.m. the following business day. Failure to adequately clean the event area or remove property as scheduled will result in additional fees being assessed. The City is not responsible for decorations or personal items left behind.

### **Damages**

The Client is responsible for all damages, expenses, and losses, including theft and property loss, caused by any person who attends, participates in, or provides goods and services connected with the use of the facility and all tangible property. Any such costs will be assessed and charged to the Client at the appropriate vendor's billed cost, plus 10%.

The Client may also be responsible for additional clean-up fees, which will be assessed on an as-needed basis based on the vendor's billed costs, plus 10%, and will be addressed in written form included with the damage invoice.

### **Outside Vendor Deliveries**

All deliveries and pick-ups related to the event must load through the Community Arts Center's loading and receiving area, unless special arrangements are made in advance.

The Client is required to provide a delivery and pick-up schedule to the City one week prior to the event. All items must be delivered the day of the event and must be picked up no later than 10 a.m. the following business day. Friday deliveries are acceptable with prior arrangement.

### **Parking**

The Community Arts Center's parking area holds up to 200 vehicles. Please note that there may be other events scheduled at the same time as your event. Parking may be limited.

### **Smoking**

In compliance with State Law and the Smoke Free Workplace Act, smoking is not permitted anywhere inside the FCAC or on attached premises, including the Community Room Balcony, or within 50 feet of any entrance. The balcony attached to the 2nd floor Community Room is a non-smoking area.

### **Indemnity Agreement**

Client expressly agrees to indemnify the City, Parks and Recreation Board, and the City's agents and/or employees harmless from: all liability, damage, loss cost of expense, including, but not limited to attorney fees, that the indemnities may sustain or incur on account of any damage to or destruction of any property that the City may own or in which it may have interest; all liability, damage, loss cost of expense, including, but not limited to attorney fees, due to any damage to or destruction of any property belonging to any person, firm or corporation; and all liability, damage loss, cost of expense, including, but not limited to attorney fees, due to any damage resulting from injury to or death of any person or persons resulting from or in any way connected with the use by the permittee, its agents, or employees, to which the permit/permission pertains.