

PARK RULES

Houghton Township/Keweenaw County Resolution 2021-1

This is a resolution to adopt Park Rules, Require Posting of Summary Rules, Adopt a Form of Rental Agreement, and Appoint Agents.

It is hereby resolved: That the Park Rules attached to this resolution as Attachment A are hereby approved and adopted to govern use of the township hall, pavilion and adjoining park, and facilities;

It is further resolved: That the township park committee is directed to prepare signs summarizing the park rules and erect them at prominent locations in the park;

It is further resolved: That the township building, pavilion, and grounds may be reserved by groups or individuals, subject to limitations established by this Board, upon the execution of the Township Facilities Rental Agreement, the form of which is attached to this resolution as Attachment B;

It is further resolved: That each township elected official and each township employee is hereby appointed an agent of the township for purposes of notifying any person on or in the township hall, pavilion, or adjoining park whom the agent concludes is in violation of the park rules that such person must depart the township land or premises, as contemplated in the Michigan criminal trespass statute, MCL 750.552(1)(b); and in the agent's discretion, report any person who refuses to depart to the county sheriff for enforcement. The Township Clerk declared the resolution: Passed Date: May 17th, 2021

Attachment A: Houghton Township Square Park Policies

Section 1: Public Use and Hours

The Park is open to use by the general public during daylight hours unless it is already rented.

A. Park season

The pavilion restrooms and sports field equipment are available from Memorial Day to mid-October.

B. Hours

No person or vehicle shall remain in the Park or Parking lots between one hour after sunset and sunrise excepting for extensions granted by the Township Board for special events. Restrooms are only open during the daylight hours posted near the door.

C. Rental permits required for exclusive or special use

Any group or gathering of 8 or more persons may use certain areas within the Park to the exclusion of others after entering into a standard rental agreement and having paid a fee.

1. Applications to reserve Park space shall be made with forms furnished by the township clerk or on the township website.
2. Application shall be made at least 7 days in advance of the time of the reservation.
3. In the event more applications for reserved space are received than spaces available, such applications shall be considered in the chronological order received.
4. The Township Board may, upon written application, grant specific use permits for special uses.

D. Fees and charges

1. Fees and charges may be assessed by the Township Board for the use of any facility, land, area, or program on township Park property.
2. Persons who have not obtained a permit may not exclude anyone from any facility, land or area for which a fee or charge has been established by the Township Board.

Section 2: Personal conduct

A. Reservations. The Township has established a procedure for members of the public to reserve the Park or parts of the Park for private functions. Reserved areas and times will be posted and only guests of the person reserving the area may enter the reserved area during reserved times.

B. Pets- all pets must be on a leash or otherwise in direct physical control of its handler except when a dog is inside the fenced dog exercise area (Dog Run). The Dog Run is not supervised nor designed to contain all animals. Dogs should never be left unattended and owners must supervise their dogs at all times. Owners assume all risks to themselves, their pets, or others associated with using the Dog Run. All pet waste must be picked up and removed from the Park by the handler or deposited in the specifically-labeled animal waste receptacle near the Dog Run gate

C. Alcoholic beverages- Subject to state of Michigan liquor laws, alcoholic beverages are allowed in the Park.

D. Drugs - No person shall sell, use or have in his possession any drug or narcotic; the sale, use or possession of which is prohibited by the state law.

E. Abusive behavior -Violent, abusive, loud, boisterous, vulgar, lewd, wanton, obscene or otherwise disorderly conduct is not permitted in the Park.

F. Gambling- No form of gambling, lottery or game of chance is permitted in the Park.

G. Loud Noise- It is against park rules to use a loudspeaker, public address system or amplifier within or upon Park property unless Township consents.

H. Firearms-No person shall discharge, or set off anywhere upon said properties, a revolver, pistol, shotgun, rifle, air gun, water gun or any gun, rifle, firearm or bow or other weapon nor brandish any such weapon.

I. Littering -Park visitors may not discard or deposit refuse of any kind or nature in or upon Park property except in containers provided for such purpose. Household refuse may not be disposed of in the Park.

J. Drones and radio controlled aircraft are prohibited without the consent of the Township.

Section 3: Protection of Property

A. Destroying or defacing buildings, markers, monuments and other Park property is not permitted.

B. Destruction of plant life and natural surroundings is not permitted.

C. NO Fires or grills are permitted in the Park except with the prior written permission of the Township.

D. No Alteration of the Park or Park facilities is permitted.

Section 4: Protection of Wildlife

Hunting, feeding and harassment of wildlife are not permitted in the Park, except with the prior written consent of the township and consistent with state laws and rules.

Section 5: Sports, Games, and Other Uses

Informal playing fields and equipment are available on a first-come-first served basis unless the park has been reserved for exclusive use. Games or other activities that may pose a public safety hazard are prohibited.

Section 6: Restrooms

- A. Restrooms are only open from Memorial Day to mid-October for the hours posted near the restroom doors.
- B. Restrooms will be closed when the waste generation exceeds the septic system design.
- C. Restroom trash containers are not to be used for household waste or human waste.

Section 7: Camping

Camping in the Park or Parking lots is not permitted.

Section 8: Vehicles and Parking

- A. Bicycles, scooters, skates, skate boards cannot be used in the park.
- B. Walkers and wheelchairs are allowed.
- C. Snowmobiles, all-terrain vehicles, off-road vehicles, and dirt bikes are not permitted in the Park, INCLUDING the designated parking areas.
- D. No parking is permitted in the Park except in designated parking areas.
- E. Overnight parking is not permitted in the Park.

Section 9: Trash and garbage

- A. Park visitors are encouraged to take the trash or garbage that they create in the park with them when they leave.
- B. Do not deposit trash or garbage in the park that was generated outside the park.
- C. Do not deposit trash or garbage in the park except inside the trash receptacles provided near the northwest picnic area and the plaza. If those are already full park visitors must take the material with them.

Section 10: Response to rule violations

Park officials and employees are authorized by the Township Board to inform any person believed to be violating these Park rules to cease and desist or leave the park immediately. Users who do not comply will be trespassing and subject to criminal penalties.

Section 11: Definitions

- A. "Park" shall mean the area in the Houghton Township property bounded by M26, Pine Street and 4th street in Eagle River Michigan excluding the township hall and garage.
- B. "Camping" means the overnight lodging or sleeping of person or persons on the ground or in any manner, or in any sleeping bag, tent, trailer-tent, trailer coach, vehicle camper, motor vehicle, boat or in any other conveyance erected, parked or placed in the Park.
- C. "Rules" shall mean these rules adopted by the Houghton Township Board.

Attachment B: HOUGHTON TOWNSHIP PARK LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made this day of , By and between Houghton Township, a Michigan Township, hereinafter known as the "Township", and _____,

Hereinafter known as the "USER". The TOWNSHIP hereby authorizes the USER to exclusively use [check all those that apply]() the Houghton Township Community Building;() the pavilion;() the park grounds (the "FACILITIES"), located at 5059 4th St., Eagle River, Michigan.

TYPE OF EVENT:

PERIOD of USE: Beginning at _____ (A.M.) (P.M.) on _____ (Month) (Day) (Year) 20__

Ending at _____ (A.M.) (P.M.) on _____(Month) (Day) (Year)20__

USER FEE:

❖: Select the fee listed below for the combination of facilities you wish to rent

- 1. _____\$100 per day for the **Community Building** _____\$150 per day with **Park***
- 2. _____\$100.00 per day for the **Pavilion** _____\$150 per day with **Park***
- 3. _____\$150.00 per day for the **Pavilion and Community Building** _____\$200 per day with **Park***

*Includes exclusive use of Township Square plaza and deck, sports fields and equipment. Rental fees include a package of blue township garbage bags. Fees and security deposit must be paid in full prior to the date of the event. Township personnel will oversee setup and cleanup.

SECURITY DEPOSIT: Equal to rental fee up to \$500 to be paid in advance to reserve the facility and/or the grounds – refundable within 10 days if conditions listed below are met to the satisfaction of the Township

CONDITIONS of USE:

- 1. If ALCOHOL is to be included as part of the occasion, USER, by signing this agreement, releases the Township of any liability arising out of the following:
 - a. At the request of TOWNSHIP,

- b. Compliance with all applicable State liquor laws.
 - c. Assuring that intoxicated persons are not served and maintaining orderly conduct on the premises;
 - d. Preventing minors from consuming alcoholic beverages
2. USER shall provide TOWNSHIP with evidence satisfactory to TOWNSHIP that it has legal authority to serve alcohol and has obtained insurance indemnifying TOWNSHIP against all risks associated with alcohol.
 3. In general, USER shall conduct a safe and orderly event.
 4. USER acknowledges that the FACILITIES are provided as is and the TOWNSHIP makes no representation regarding their condition, safety or fitness for USER's intended use.
 5. SMOKING shall not be allowed in the Community Building.
 6. No candles or other open flames shall be used.
 7. No tacks, nails, hangers, tape or other fasteners shall be applied to painted walls, woodwork, doors, other finished wood surfaces, windows or light fixtures.
 8. Community Building and Pavilion, including kitchen and bathrooms, are to be left clean with floors swept and mopped, counters and appliances wiped down. Tables are to be washed and returned to the storage building, and the chairs stacked.
 9. Ice brought into the Community Building and Pavilion shall be kept in leak-proof containers and disposed of prior to leaving the building. Any liquids accidentally spilled shall be promptly cleaned up to prevent damage to the premises.
 10. Trash must be removed from the Community Building prior to departure and/or deposited in dumpster wrapped securely in light blue Township plastic garbage bags. (additional blue Township garbage bags are available for a fee of \$2.00 from the Eagle River Store or the township office), or USER must remove garbage from the hall and grounds. Only blue township garbage bags are permitted in the dumpster.
 11. Any supplies (plates, napkins, etc.) brought in by USER must be removed at departure.
 12. USER shall use only the main floor of the Community Building (stairs leading to the upper floor and the upper floor itself are not to be occupied by USER.)
 13. The Community Building and Pavilion must be locked when not occupied and key returned to township personnel at completion of the event.
 14. Activities in building and on the grounds must cease at 11 p.m.
 15. Failure to follow park rules results in forfeiture of deposit.
 16. USER received a copy of Houghton Square Policy.

INDEMNITY BY TENANT

USER agrees to indemnify the TOWNSHIP and hold it harmless from any and all loss, liability, cost, damage, attorney's fees, and/or expenses that the TOWNSHIP may incur to be held or be held liable for on account of, or which may directly or indirectly grow out of or in any manner be connected with, the use and occupancy of the premises by USER.

Signed: _____ Date: _____ Houghton Township
 Signed: _____ Phone: _____ Date: _____ USER

Address for return of security deposit:

Please remit rental fee and security deposit to:

Houghton Township Treasurer
 5059 4th St., Eagle River, MI 49950
 Check made out to Houghton Township

Community Building Seating Capacity: 75

(revised July 2017 and 4/19/2021)

Rental Agreement Version 4/19/2021