



Dear Event Coordinator:

Thank you for considering the City of Kennewick for your upcoming event. Please take a few minutes to review the attached information.

For specific questions and assistance in planning your event in a CITY PARK please contact us at (509) 585-4525 or special.events@ci.kennewick.wa.us, or at the SOUTHRIDGE SPORTS AND EVENTS COMPLEX please contact (509) 585-4279 or brandon.lange@ci.kennewick.wa.us.

Please follow these steps to allow adequate time for processing & preparation for your event

1. Please read the *Special Events Information Guide*
2. Complete the following items and submit them to the Special Events Office at least **60 days** prior to the event date:
 - Application Checklist
 - Application for Use of City Parks
 - Special Event Planning Questionnaire
 - Attachment I – General Terms and Conditions
 - Concerts: References for a minimum of three (3) previous host locations
 - Pay \$270 (\$40 non-refundable application fee and \$230 non-refundable contract administration fee-if applicable)

Please Note - Events requiring the Corps of Engineers approval and/or Coast Guard approval within Columbia Park require an additional 135 days for review. If you are unsure about the applicability of these approvals to your event, please don't hesitate to contact the Special Events Team.

3. There is a 15-day review period for all applications. The Special Events Team will contact you within this time to discuss your event and schedule an initial meeting to review event requirements (permits, logistics, location, fees).
4. All permit applications are reviewed by the City of Kennewick Special Events Team to determine if the requested location can accommodate the permit request and what considerations the special use must adhere to in order to occur. If the requested property is not suitable for the use, its participant capacity, set up needs, parking, traffic, and/or security, the Special Events Team reserves the right to suggest alternative sites. If an alternative site cannot be agreed upon, the permit application will be denied.
5. All fees, permits, insurances and any other requirements are due **30 days** prior to the event in order for the Event Permit to be issued.
6. Some events require a site pre-inspection. This is scheduled 7 days prior to the event date.
7. Damage Deposit – Approximately 15 days after the event a damage deposit refund, partial refund or letter of non-refund is returned to the event coordinator.
8. Event Evaluation Form – Please complete the Event Evaluation Form and return it to the Special Events Team within 10 days after the event.

City of Kennewick Application Checklist 2019

Please ensure you have completed and enclosed the following items. Incomplete applications will not be accepted and will be returned to the Event Coordinator. Applications must be submitted to the Special Events Office at least 60 days prior to the event date.

Event Name _____ Event Date _____

Event Coordinator _____ Telephone # _____

Location _____

Please initial:

1. I have read the *User Information Guide* and understand the requirements for the event. _____
2. The *Application for Use of City Parks* form is fully completed and all activities associated with the event have been fully disclosed. _____
3. The *Special Event Planning Questionnaire* is completed, signed and dated. _____
4. The *General Terms and Conditions* pages have been initialed, signed and dated. _____
5. The \$40 non-refundable application fee and \$230 non-refundable contract administration fee are enclosed payment is accepted by cash, check or credit card). _____
6. *Application Checklist* (this sheet) is signed and dated by the event coordinator. _____
7. For concerts: Three (3) references from past host locations are attached. _____

Event Coordinator Signature _____ Date _____

Please submit the above items:

By Mail (credit card & check payments only)
Southridge Sports and Events Complex
2901 Southridge Blvd. #A
Kennewick, WA 99338

By E-mail (credit card payment only)
Brandon.lange@ci.kennewick.wa.us (SOUTHRIDGE, GRANGE, LAWRENCE SCOTT LOCATIONS)
Drew.tomasino@ci.kennewick.wa.us (ALL OTHER LOCATIONS)

In Person by Appointment or for Questions (cash, check, credit card payments)
Call: 509-585-4293

City of Kennewick Application For Use of City Parks/Facilities 2019

Sponsoring Organization (name): _____

Address, City, ST, Zip: _____

Event Coordinator (contact person): _____

Address, City, ST, Zip: _____

Phone: (hm) _____ (wk) _____ (cell) _____

E-mail: _____ Fax: _____

May we place your event information on the city website? Yes No

Organization/event website link (if applicable): _____

May we place your event information in the Parks & Recreation Program Guide? Yes No

May we list your e-mail contact information? Yes No

EVENT INFORMATION

Location of Event _____

Is this a new event or activity held at a City of Kennewick Park? Yes No

Type of event or activity (picnic, walk, run, etc.): _____

Name of event or activity: _____

Date(s) of event or activity: _____

Requested start date: _____ Requested end date: _____

Requested start time: _____ Requested end time: _____

Requested start/end dates and times are subject to review and approval. Please note all events in City parks must end by 10 pm

Requested Set-Up: Date(s) & Time(s): _____

Requested Take-Down: Date(s) & Time(s): _____

Requested set-up/takedown dates and times are subject to review and approval.

Estimated number of attendees: _____ Local: _____ Out of town: _____

Estimated number of lodging rooms per night: _____

Will alcohol be sold or consumed at the event? Sold? Yes No Consumed? Yes No

If sold, name of the organization that holds the WSLCB

Special Occasions License for Sale of Alcohol: _____

Contact Person: _____

E-mail: _____ Phone: _____

EVENT PROFILE: Please describe in detail your event or activity (type of event, target audience, fundraiser, areas of the park to be utilized, estimated budget for the event, etc.) If additional space is needed use the back of this form or attach additional sheets.

EVENT TYPE: Please check ONE of the following: Private Community Commercial

If applicable, send damage deposit refund to:

Name: _____

Address: _____

City, ST Zip: _____

APPLICABLE FEES: (To be completed by COK staff)

Fee Type	Fee	# of Days	Total
Application Fee (non-refundable)	\$40		
Contract Admin. Fee (if applicable, non-refundable)	\$230		
Special Use Area Fees (Please list areas to be utilized)			
*			
*			
*			
*			
Applicable Run/Walk Fee			
200 Amp Power @ Bandshell (Columbia Park only)	\$100		
Camping Fee (event approved only)	\$15 per day, per camper		
Park Monitor Fee (if required)	\$30/hour		
Equipment fee (use of tables/chairs, pipe and drape, P.A system, spider boxes and stage) (Southridge only)	\$150		
Table Linens (Southridge only)	\$4 each		
Dance Floor (30' x 30') (Southridge only)	\$500		
Building Monitor (outside building operating hours)	\$14.00/hour		
Janitorial (Buildings Only)	\$150		
Damage Deposit			
Set up and take down (Southridge only)	\$25/hr x number of staff		
TOTAL			

Kennewick Parks and Recreation Parks and Facility Use

General Terms and Conditions

ATTACHMENT I - GENERAL TERMS AND CONDITIONS

- 1) **Retain Permit:** User must retain a copy of Special Event Permit on the premises throughout the scheduled event.
- 2) **Laws and Rules:** The User shall comply with all federal and state laws, City ordinances and regulations applicable to activities in City parks.
- 3) **Rental Hours:** Rental time must be pre-scheduled and begins at the start of set-up and ends when the last person related to the event leaves the location. *Events that go beyond the scheduled time will be subject to time-and-a-half costs for location and staff charges.*
- 4) **No Smoking:** There will be no smoking (including vapor devices) allowed inside facilities or within 25 feet of doorways, windows, and playgrounds. All cigarette butts must be picked up and ashtrays emptied from any outdoor smoking areas.
- 5) **Condition of Premises:** The User accepts the premises upon entry into possession. The User may inspect the premises at an earlier, mutually convenient time. Upon expiration or termination of the Permit or an earlier revocation, the User shall promptly return the premises in as good of condition as received, reasonable wear & tear excepted, in a clean appearance, ready for use by another.
- 6) **Set Up/Take Down:** Renters are responsible for set-up and take down of the event, and for cleanup of the event, as stated in the application.
- 7) **Approval Required:** The following activities are NOT ALLOWED without the advanced written approval of the Parks Department: the sale of food, beverages, goods or merchandise; charging admission or fees for services. Any advanced written approval will be included in the Contract or Attachment II of this Permit/Contract.
- 8) **Changes to the Special Event Application:** Should any changes occur prior to your requested use of the facility/property, notify staff immediately so that changes can be made to your rental agreement. Changes may increase or reduce fee amounts, prior to actual use of the facility. Changes must be made 4 weeks in advance of scheduled use.
- 9) **Fees and Charges:** Fees and charges are detailed in the Permit/Contract. Full payment of fees and charges is due 21 days prior to the event date.
- 10) **Damage Deposit:** The damage deposit is required to cover potential damages to the parks grounds and facilities. Upon completion of the activity, the post-activity checklist will be completed by the designated City of Kennewick staff, and based on this the amount of the total damage deposit will or will not be refunded. The damage deposit or a notification of partial or non-refund of the damage deposit will be returned within 10 working days.
- 11) **Cancellation Policy:** Cancellation of an approved event by the Event Coordinator must be received in writing at the Special Events Office.
 - a. A full refund of fees and the damage deposit, with the exception of the application fee and special use area fee will be issued 21 days prior to an activity.
 - b. Events canceled after 21 days forfeit all fees, damage deposit, special use area fee and application fee.

If an activity has to be cancelled due to permit denial, insufficient time to process the application, catastrophic incidents, beyond the control of the City of Kennewick and the Event Sponsor, then a full refund of the fees and damage deposit will be issued, less the \$40 application fee.

Please Initial: _____

- 12) **Responsibility:** The User assumes responsibility for all activities conducted on the premises, including but not limited to supervision and control to prevent injury or damage; maintenance of the premises during use; picking up bottles, debris and refuse; and providing security to maintain order. The City of Kennewick disclaims any liability from, and the User agrees not to hold the City of Kennewick liable for, any occurrences arising from the event as described in this permit.
- 13) **Revocation:** The City of Kennewick may revoke a permit and/or stop a use in progress if the User fails to comply with any Federal and/or State laws, City ordinances, and the terms of this permit. The City of Kennewick may also revoke a permit and/or stop a use in progress if the User fails to secure a necessary permit, disregards a lawful order of an authorized representative of the City of Kennewick, or engages in activity that may cause injury to the public or damage to the premises.
- 14) **No Assignment:** This permit and the permission granted may not be assigned, nor the premises sublet, without the prior written consent of the City of Kennewick.
- 15) **Parking & Motorized Vehicles:** All motor vehicles must remain in public parking spaces and are not authorized in any other portions of the park without prior authorized approval from Kennewick Parks and Recreation. Parking in public parking areas cannot be reserved.
- 16) **Post No Signs:** Signs are not allowed to be taped, hung, stapled, or nailed to any tree, sign post or exterior of a building without written permission.
- 17) **Sanitation:** The City of Kennewick has an exclusive agreement with Waste Management of Kennewick and they must be contacted for additional garbage containers and disposal of waste, unless the service is being donated or Waste Management does not have enough garbage containers in inventory to support the request. Disposal of grease - the event coordinator is responsible for procuring the use of specific "grease disposal containers" for use during an event and for pick up and disposal of same post event. Any contractor may be used for port-o-let services.
- 18) **Insurance:** The User shall be required at its sole cost to secure and maintain continuously a policy or policies of insurance during the term of the Contract, known as: per accident; **Commercial General Liability (CG 00 01)/Comprehensive Personal Liability (HO3) as applicable to User**, and written on an insurance industry standard occurrence form as referenced, or equivalent, including premises/operations; products/completed operations; personal/advertising injury; contractual liability; and independent contractors liability, Liquor Liability/Host Liquor Liability (if applicable). The policy(ies) minimum limits of liability for bodily injury and property damage shall be \$1,000,000 each occurrence and \$2,000,000 general, products/completed operations aggregate.

If any vehicle is used in the conduct of the User's business, a policy **Automobile Liability (Business/Personal)** - written on an insurance industry standard form (ISO form CA 00 01) or equivalent, to include coverage for owned, non-owned, leased or hired vehicles. The minimum limits of liability for Bodily injury and property damage shall be \$1,000,000.

The insurance as provided above shall be endorsed to include the City of Kennewick, its officers, elected officials, employees, agents and volunteers as an Additional Insured on ISO form CG2026 (or equivalent), and shall not be reduced or cancelled without forty-five (45) days prior written notice to the City. The User's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and non-contributing with the User's insurance.

Evidence of Insurance - Property Use will not be permitted until the City receives a certificate of insurance and the appropriate additional insured endorsement(s) in connection with the described work.

Subcontractors - User shall include all subcontractors performing any work included under this contract as an insured under its policies **or** shall furnish separate evidence of insurance as stated above for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

Please Initial: _____

19) **Hold Harmless:** I agree to defend, indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the Premises or from any activity, work or thing done, permitted or suffered by me or the organization I represent in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

20) **Agreement:** I further state that I am 18 years of age or older, am legally competent to sign this agreement, and am authorized on behalf of the organization I represent to sign this agreement. I understand these terms are contractual and not a mere recital, and that I have signed this document as my own free act.

I make application to the City of Kennewick for the use of the facility and/or property described above and have read and understand the terms and conditions and accept responsibility for the General Terms and Conditions stated. I certify the information is correct. I agree to exercise care and safety in use of the facility and property, to hold harmless the City of Kennewick from all liability and medical expenses resulting from the use of the facility/ property, and agree to adhere to the General Park rules of the City of Kennewick. I understand that the consumption of alcoholic beverages is not permitted in Columbia Park, the Southridge Sports and Events Complex, or any other City Parks or Building, unless the Event Coordinator of either a public or private activity is granted written approval from the City of Kennewick (Permit to Consume Alcohol in City Parks form and Hold Harmless form), and a temporary license through the Washington State Liquor and Cannabis Board (WSLCB) is granted (Section 2.10 of Special Events User Information Guide).

I further agree to pay in advance any fees associated with the request. Cancellations are to be received in writing by this office per 2.26 of the "User Guide."

Signature of Authorized Representative: _____ Date: _____

Print Name: _____

City of Kennewick Special Event Planning Questionnaire 2019

Please answer the questions below as fully as possible
and return to the Special Events Team with your application

Question	Yes	No	If "yes," a copy of the Kennewick Municipal Code will be provided upon application approval	City of Kennewick (COK) responsible department or other agency
Will any type of structure be erected? (Please circle) Temporary Stage	<input type="checkbox"/>	<input type="checkbox"/>	Ch 18.75 Ch 15.08 Ch 18.69	Community Planning Department/Building Safety; Fire Dept.
Tent	<input type="checkbox"/>	<input type="checkbox"/>		
Booth	<input type="checkbox"/>	<input type="checkbox"/>		
Canopy	<input type="checkbox"/>	<input type="checkbox"/>		
Will a theater screen be erected?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 18.75 Ch 15.08	Community Planning Department/Building Safety
Will concessions be available? (food, services, goods)	<input type="checkbox"/>	<input type="checkbox"/>		Customer Service; Benton Franklin Health Dept.; Community Planning Department
Will food be served?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 9.16	Customer Service; Benton Franklin Health Dept.
Will music and/or PA system be used?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 6.47, Ch 9.52	Police Department
Is the music live?	<input type="checkbox"/>	<input type="checkbox"/>		
Is the music via a stereo device?	<input type="checkbox"/>	<input type="checkbox"/>		
Will roads need to be closed?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 6.49	Public Works
Will footpaths, bridges, limited access areas be closed?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 6.49	Parks and Recreation
Will signage of any type be used? (directional, promotional, advertising)	<input type="checkbox"/>	<input type="checkbox"/>	Ch 13.12 Ch 18.65 Ch 15.24	Community Planning Department Public Works - Traffic
Will any type of banner be hung?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 13.20	
Will admission fees be charged?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 3.50	Customer Service
Will donations be collected?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 6.27	Customer Services
Will solicitation take place?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 6.23, Ch 6.27	Customer Service
Will electricity be needed?	<input type="checkbox"/>	<input type="checkbox"/>		Parks and Recreation
Will City water be needed?	<input type="checkbox"/>	<input type="checkbox"/>		Parks and Recreation
Will any type of watercraft be used?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 11.88	U S Coast Guard
Will there be any type of boat testing on the river?	<input type="checkbox"/>	<input type="checkbox"/>		
Does the event include swimming or underwater diving?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 11.88	US Coast Guard; Parks and Recreation

City of Kennewick Special Event Planning Questionnaire Continued

Question	Yes	No	If "yes," a copy of the Kennewick Municipal Code will be provided upon application approval	City of Kennewick Responsible Department or Agency
Will animals be present?	<input type="checkbox"/>	<input type="checkbox"/>		Parks and Recreation
Will outdoor lighting be used?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 15.26, Ch 18.76.030	Community Planning Dept.
Does the event include a circus or carnival? Does your event feature amusement rides, a rock-climbing wall or inflatable device?	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	Ch 6.47 Dept. of Labor & Industries letter regarding certification	Police Dept.; Customer Service Dept. of Labor & Industries – WA State Electrical Program 360-902-5249
Does the event include a concert or musical assembly?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 6.47	Police Dept. Fire Dept.; Customer Service
Will the concert be in an enclosed area with seating?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 6.47	Police Dept. Fire Dept.
Will any type of auction or sale of used goods/items take place?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 6.17	Customer Service
Will there be any type of raffle at the event?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 3.6	WA State Gambling Commission 1-800-345-2529
Will the event include a trade show, exposition or fair?	<input type="checkbox"/>	<input type="checkbox"/>	6.08.250	Customer Service
Will there be dancing open to the public?	<input type="checkbox"/>	<input type="checkbox"/>	6.33	Police Dept.; Fire Dept.; Customer Service
Will fireworks be part of the activity?	<input type="checkbox"/>	<input type="checkbox"/>	Ch 15.30.180-190	Fire Department
Will additional parking be required?	<input type="checkbox"/>	<input type="checkbox"/>		Parks and Recreation
Does your event include alcohol?	<input type="checkbox"/>	<input type="checkbox"/>		City of Kennewick Wa State Liquor & Cannabis Board
Does your event include any fabric or material that will extend into the air. (i.e. pipe and drape, cardboard, etc.)	<input type="checkbox"/>	<input type="checkbox"/>		Fire Dept.

I acknowledge I have read the KMC Chapters and Ordinances that may apply to the event being planned. I accept and agree to abide by all conditions of the KMC and Ordinances and I am responsible for obtaining all permits that are required for the event. I will provide proof of all permits required to the City of Kennewick 21 days prior to the event date.

Event Coordinator Signature _____ **Date** _____

City of Kennewick Special Events Contact Information

Agency Name	Location	Telephone #
City of Kennewick website	go2kennewick.com	
Kennewick City Hall	210 W. 6 th Avenue Kennewick, WA 99336	(509) 585-4200
City of Kennewick Special Events Team	2901 Southridge Blvd. Kennewick, WA 99338	(509) 585-4293
Kennewick Parks & Recreation Main Office	2901 Southridge Blvd. Kennewick, WA 99338	(509) 585-4293
Kennewick Community Center	500 S. Auburn St. Kennewick, WA 99336	(509) 585-4303
City of Kennewick Police Department	211 W. 6 th Avenue Kennewick, WA 99336	Information (509) 585-4208
City of Kennewick Fire Department	210 W. 6 th Avenue Kennewick, WA 99336	Information (509) 585-4302
City of Kennewick Customer Service	210 W. 6 th Avenue Kennewick, WA 99336	(509) 585-4266
City of Kennewick Public Works Dept.	1010 E. Chemical Drive Kennewick, WA 99336	(509) 585-4419
City of Kennewick Parks & Facilities	1010 E. Chemical Drive Kennewick, WA 99336	(509) 585-4295
City of Kennewick Planning & Zoning	210 W. 6 th Avenue Kennewick, WA 99336	(509) 585-4416
Benton County PUD	2721 W. 10 th Avenue Kennewick, WA 99336	(509) 582-2175
Benton/Franklin Health Department	7102 W. Okanogan Pl. Kennewick, WA 99336	(509) 460-4200
Benton County Sheriff Department	7122 W. Okanogan Pl. #A, Kennewick, WA 99336	(509) 735-6555
Ben Franklin Transit	1000 Columbia Park Trail, Richland, WA 99352	(509) 735-4131
Toyota Center	7000 W. Grandridge Blvd, Kennewick WA 99336	(509) 737-3700
U.S. Coast Guard	434 Clover Island Kennewick, WA 99336	(509) 586-0978
Washington State Dept. of Transportation	1655 Fowler St. Richland, WA 99352	800-695-7623 (509) 222-2402
Waste Management of Kennewick	1611 S. Washington, Kennewick, WA 99336	(509) 586-7555
Washington State Liquor and Cannabis Board (WSLCB)	License & Regulation Division P.O. Box 43085 Olympia, WA 98504-3085	www.lcb.wa.gov
Call Before You Dig		811

EMERGENCY CONTACTS

Police, Fire		911
Non Emergency –	Police/Fire	(509) 628-0333
City of Kennewick Maintenance Non Emergency – weekends or after 5pm weekdays (sprinklers, bathroom plugged, etc.)		(509) 585-4419

City of Kennewick Events Information Guide 2019



KENNEW!CK
WASHINGTON
Parks & Recreation

**Southridge Sports and Events Complex
2901 Southridge Blvd. #A
Kennewick, WA 99338
(509) 585-4293
www.KennewickRecreation.com**

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SECTION 1

Reservation and Special Use Permit Process For Park Facilities, Pathways, and Green Space Areas

1.1 What Is a “Special Use”

A “Special Use” is defined as any organized activity, gathering, or demonstration involving 25 or more people that is held as a public event open to the public or a private event, that is closed off to the general public, which is held or has an impact upon park grounds or facilities (excepting ball field rentals for practice and tournaments as covered under KAC 9-36):

- a. On a single date, in one or more locations.
- b. A series of activities promoted as one event held on successive days in one or more locations.
- c. A single activity held on the same day of the week for successive weeks in one or more locations.

1.2 The Purpose of a Special Use Is To:

- a. Increase the level and variety of activities available to the public.
- b. Enhance the leisure and recreational experience of Park guests.
- c. Increase the revenue potential for the City Parks system.

1.3 Definition of Terms

- “Event Coordinator” is defined as the activity organizer, promoter or representative responsible for coordinating the public or private use activity within any City of Kennewick park and/or facility. In order to make application to the City of Kennewick for a “Special Use,” the event coordinator must be 18 years of age or older.
- “Special Use Permit” is defined as a contract or reservation agreement issued by the City of Kennewick Special Events Team.
- Special Use Categories:
 - Festivals
 - Concerts –
 - Columbia Park only (outdoors)
 - Toyota Center (Indoors - contact directly 509-737-3700)
 - Walks, runs, cycling uses
 - Corporate picnics/uses
 - Athletic Activities
 - Commercial Filming and/or Photography
 - Landing of helicopter – At Columbia Park and Southridge Sports and Events Complex only
 - Other uses that may impact park operations or adversely impact normal park usage

Special Use Locations and Use Categories:

Park Site	Use Type	Amenities
Columbia Park	Concerts, festivals, walks, runs, cycling, sports tournaments, picnics (church, corporate), commercial filming/photography	356 acres (rentable by area), access to potable water and power (east end), restrooms
Keewaydin Park	Picnics (family reunions, church, corporate), festivals	9 acres located near downtown Kennewick, next to the Kennewick Senior Center
Eastgate Park	Picnics (family reunions, church, corporate),	14 acres, restrooms, horseshoe pits, open space
Lawrence Scott	Small picnics (family reunions, church, corporate) less than 300 attendees	8 acres open space
Grange Park	Small picnics (family reunions, church, corporate) less than 300 attendees	Playground, restrooms, water playground, rose garden, open space
Southridge Sports and Events Complex	Indoor events (fundraising dinners, expos, corporate). Outdoor sporting events.	30,000 sq. ft. indoor pavilion, ball fields, playground, water playground, plaza areas

A “Public Right of Way Permit” is required if an activity is conducted on or within City streets or sidewalks.

SECTION 2

Terms and Conditions for All Public and Private Special Uses in the Kennewick Park System

The terms and conditions apply to all special uses that occur within the boundaries of Columbia Park and/or any other City of Kennewick Park and/or facility that impact Park property and/or facilities.

It is the sole responsibility of the event coordinator to ensure participants have knowledge and are in compliance with the following terms and conditions:

2.1 Prohibited Activities

Any activity that is prohibited by Federal and/or State Law, the U.S. Army Corps of Engineers & the City of Kennewick.

NOTE: Excavation of any area within Columbia Park is prohibited. Portions of Columbia Park are located within the Tri-Cities Archaeology District and are included in the National Register of Historic Places.

2.2 Laws, Rules and Regulations

- Special Use Permit is required for any organized activity, gathering, or demonstration which qualifies as a "Special Use" as defined in Section 9-20-020(1).
- Sponsors will comply with all Federal and State Laws, City Ordinances, Park Codes and Regulations governing the use of the Kennewick Parks system for public or private special uses. Said Laws, Rules, and Regulations as applicable shall be available to sponsors during the application process.
- Except for the Tri-Cities Memorial Committee's nationally recognized annual commemorative ceremonies on Armed Forces Day, Veteran's Day, and Time of Remembrance Day, no Special Use Permits may be issued authorizing special uses as defined in Section 9-20-020(1) to occur within the Regional Veteran's Memorial, as defined in 9-20-020(5).
- Except for the nationally recognized annual memorial ceremony on September 11th, no Special Use Permits may be issued authorizing special uses as defined in Section 9-20-020(1) to occur within the 9-11-01 Memorial Monument, as defined in Section 9-20-020(6).

2.3 Approval of Special Use Permit

A Special Use Permit is not approved until a Contract or Reservation Agreement is signed by all parties, and documentation is provided stating all necessary permits have been applied for, cash deposits, use fees, Certificate of Insurance and/or other requirements are presented to the Kennewick Special Events Team, **no later than 21 days prior to the activity date.**

1. The City may condition the issuance of a Special Event Permit by imposing reasonable requirements concerning time, place, and manner of the event; and such requirements are necessary to protect the safety and rights of persons and property and control of traffic.
2. A Special Event Permit may be denied or conditioned based upon a determination that:
 - a. The event as proposed would seriously endanger public safety; or the event will substantially interfere with the safe and orderly movement of pedestrians and vehicular traffic in the area;
 - b. The event as proposed would conflict with another proximate event or interfere with construction or maintenance work in the immediate vicinity;
 - c. There is not sufficient safety personnel or other necessary City staff to accommodate the event;
 - d. The applicant failed to complete the application form after being notified of the additional information or documents required;

- e. The applicant cannot meet, or is unwilling to meet, all of the requirements of this section or any special conditions imposed by any of the reviewing agencies; or
- f. Failure to prepay fees/deposits.

NOTES:

1. A condition of the Columbia Park Lease by the Corps of Engineers states that, “The lessee agrees to administer the land and water areas included in the lease for public parks and recreation purposes...” The City (and the Corps of Engineers) retains the right to approve or deny a request based upon its determination whether or not the event is deemed to be in support of the requirement that the park be used for “public parks and recreation purposes.”
2. Some activities may require an extended processing time prior to the activity in order to complete any additional requirements that may be necessary. Activities requiring the Corps of Engineers approval within Columbia Park require an additional 135 days for review. The “Event Coordinator” will be notified of this once the application is received at the Kennewick Special Events Office.
3. Requested set-up/take down and start/end dates are subject to review and approval. All events must end by 10 pm in city parks.

2.4 Reservation of Annual Event (Community and Commercial) Dates:

The City will not approve special event dates more than one year in advance, unless approved by the City Manager or designee.

Preference for scheduling shall be given in the following order:

1. City Sponsored Events
2. City Co-sponsored Events
3. Community Non-Profit Events
4. Commercial (for profit) Events
5. Walk/Run/Race Events

2.5 Conditions of Premises

The event coordinator will accept the premises to be used for the special use activity in its present condition and at the times designated on the Special Use Permit. Upon termination or revocation of the Special Use Permit, the sponsor will leave the property in the same condition as it was immediately prior to the activity.

NOTE: Pre-arranged inspection of the premises is required for all special and public events and is coordinated through the Special Events Team at (509) 585-4293.

2.6 Special Use Site Plan

A site plan is required for all events and must be submitted by the designated deadline outlined in the Event Letter or Event Agreement. The site plan must include all elements of the activity, any special set-ups such as fencing, booths, tents, canopies, stages, inflatables, first aid stations, lost and found area, portable restrooms, vehicles which remain on site, beverage gardens, parking, etc. The plan may require the approval of other City Departments, County, State and Federal agencies.

Events do not have permission to control public walkways, trails, roads or parking lots. No booths, tables, signs, fencing or private security should be on the public “ways” except by written permission of the City and issued as a part of the permit for the event.

The City of Kennewick retains the right to modify site plans if deemed necessary to meet safety, health, and park operation needs.

2.7 Runs/Walks/Races

It is the intent of the City to recognize the substantial community benefits that result from community walks/runs/races. The Event Coordinator must provide event staff to assure the safety of the participants throughout the route, this may also include the need for certified flaggers and traffic control devices at the cost to the event organizer. Participants must stay on the roads and paths in the park, and any markings or traffic control devices used to designate the route must be removed within 2 hours of the end of the run. Runs and walks that start and/or end in a park will be required to pay the special area use fee(s) for all areas used.

The City reserves the right to change the routes of runs/walks/races if, at the discretion of the Special Events Team, the event conflicts with another event or to insure that turf conditions can support the activity. In most locations, roads cannot be closed to traffic and the use of park trails is encouraged. The City has developed a number of alternatives for run/walk/race courses and applicants are encouraged to work with the Special Events Team before submitting the *Application for a Special Use Permit*.

Road Closure – If a road closure is required by the City of Kennewick, please complete the *Parade, Demonstration, Street Closure Permit Application* and submit it to the City of Kennewick 30 days prior to the event.

2.8 Use of Vehicles (See Dept. Policy on Park Vehicle Access – Section 3)

Private vehicles are not allowed on grass areas or limited access areas without prior permission, in the form of a vehicle permit, which is issued through the City of Kennewick Special Events Team. Proof of insurance will be required before a vehicle permit is issued. Vehicle permit requests must be submitted along with the reservation request. Vehicles may not remain on grass areas or in limited access areas in any City park during an event unless deemed essential to the special use activity, by the Kennewick Special Events Team. To remain on site a vehicle must:

- Have a vehicle permit displayed in the front window
- Be shown on the site plan
- Not interfere with normal Park operations

Citations may be issued by Police for vehicles not abiding by the Vehicle Policy.

All damages to park grounds or facilities caused by vehicles will be deducted from the damage deposit.

2.9 Insurance Requirements/Hold Harmless

The Event Coordinator must agree to hold harmless the City of Kennewick from all liability resulting from the use of the property. For some “Special Uses,” commercial general liability insurance or its equivalent is required. **Evidence of insurance in the form of an ACORD Certificate of Liability Insurance or its equivalent must be submitted at the time of application.** The sponsor is required to provide and maintain commercial general liability insurance in the amount of \$1 million (\$1,000,000) each occurrence with an annual aggregate of \$2 million (\$2,000,000) naming the City of Kennewick as an additional insured. Certain special uses may require a higher limit of insurance including, but not limited to Product and Automobile Liability.

2.10 Alcohol Policy

The consumption of alcoholic beverages is not permitted in Columbia Park or any other City Parks or Buildings, unless the Event Coordinator of either a public or private activity is granted written approval from the City of Kennewick (Permit to Consume Alcohol in City Parks form and Hold Harmless form), and a temporary license through the Washington State Liquor and Cannabis Board (WSLCB) is granted.

Special conditions in which the Event Coordinator must adhere to, in order to allow alcohol use:

- Arrangements must be made for professional, licensed and bonded security to be present during the activity. The City of Kennewick will assist in determining the number of security personnel for each event.
- All areas where alcohol is being consumed must be enclosed by walls or double fencing spaced a minimum of 5 feet apart.
- No minors are allowed within the alcohol designated use area.
- All attendees consuming alcohol must remain in designated secured areas.
- The Event Coordinator must provide and maintain liquor liability insurance in the amount of \$1 million (\$1,000,000) and name the City of Kennewick as an additional insured.
- The vendor or company providing and serving the alcohol at the event must be licensed and provide and maintain liquor liability insurance in the amount of \$1 million (\$1,000,000) each occurrence and \$1 million (\$1,000,000) aggregate naming the City of Kennewick as an additional insured.
- The crowd control company/organizer must be licensed and bonded, and must provide and maintain commercial general liability insurance in the amount of \$1 million (\$1,000,000) each occurrence and \$2 million (\$2,000,000) annual aggregate naming the City of Kennewick as an additional insured.

Non-compliance of any of the above conditions or associated conditions required by the City of Kennewick and the WSLCB will be cause for immediate permit revocation and closure of the activity.

2.11 Restrooms

While most park areas are equipped with restroom facilities, these may not be adequate for larger events. For information on the exact number of restrooms required for an event contact the Benton/Franklin Health District. Additional restrooms are at the expense of the sponsor, and must be identified on the site map. Five per cent (5%) of restrooms must be ADA accessible.

Any contractor of choice may be used for additional restroom services.

2.12 Garbage, Waste Water, Grease Disposal

The site plan must include plans for the disposal of excess garbage or other waste directly related to the special use. Storm drains, manholes, restrooms, grass/shrubbery or the river are not to be used for this disposal. Proper disposal methods will be strictly enforced. The event coordinator will pay for additional trash cans and disposal of waste.

Disposal of grease - the event coordinator is responsible for procuring the use of specific “grease disposal containers” for use during an event and for pick up and disposal post event.

The City of Kennewick has an exclusive agreement with Waste Management of Kennewick and they must be contacted for additional garbage containers and disposal of waste, unless the service is being donated by another provider or Waste Management does not have enough in inventory to support the request.

Disposal of excessive waste or any damage, which occurs as a result of improper disposal, will be deducted from the damage deposit.

2.13 Music/Public Address Systems/Noise Ordinance

When music or a public address system is necessary for a special use activity, City of Kennewick approval is necessary. The Event Coordinator must review and comply with Kennewick Municipal Code Ch. 6.27, 6.47, 9.52. When music or a P.A system is used during an event, the Event Coordinator must:

- a. Obtain approval from the City of Kennewick
- b. Adhere to vehicle policy
- c. Coordinate with City staff in locating power requirements
- d. Adhere to start and end times
- e. Ensure the use of approved staging
- f. Pay for all extra services and equipment as necessary
- g. Minimize the noise impact on the adjacent properties by angling the speakers towards the ground.

2.14 Security, Parking, Crowd and Traffic Control

For certain activities the Event Coordinator may be required to provide a Crowd and Traffic Control Plan. Crowd control and/or security company/organizer must be licensed and bonded. It is the intent of the City of Kennewick to maintain free public access to Park facilities and grounds. However under certain circumstances, restricting public access to park facilities and areas is permissible under the Special Use Permit. It is the responsibility of the sponsor to provide appropriate signs directing the public to alternative routes, not impacting the limited access area.

There are several parking areas within park areas.

Parking is not allowed on bike, footpaths, roadways and bridges or in limited access areas. The sponsor is responsible for providing security for the activity. Adequate personnel for crowd control, vehicle travel and parking is required.

Security must be provided for all areas rented including but not limited to parking, staging areas, event areas.

2.15 Emergency Situations

In the event an emergency occurs during the activity, contact emergency services at 911.

2.16 Non-Emergency Situations

If a problem occurs during the activity and is non-emergency in nature, for example, a sprinkler starts, call (509) 585-4419 during weekends and after 5:00 p.m. on weekdays and they will dispatch the appropriate personnel.

2.17 Zoning

Columbia Park and most park sites are zoned "Open Space." The Southridge Sports and Events Complex does have sports fields that are not available for all special events.

2.18 Utilities

Power and water services are available in at the Southridge Sports and Events Complex, Columbia Park and some other City of Kennewick parks and facilities. For location and use of services, coordinate with the City of Kennewick Special Events Team (509) 585-4293. Please refer to the parks amenities map on the City of Kennewick website: www.go2kennewick.com

200 amp power is available at the Bandshell area. There is an additional cost associated for access to this power. A licensed electrician must be used to hook up to the power and an L&I inspection is also required.

All additional electrical runs are required to have an L&I inspection. Proof of permit must be provided. Failure to do so may be cause for cancellation of event. All inspections and approvals must be completed by the event deadline established in the Event Letter or Event Agreement.

2.19 Concessions/Vendors

Some Park facilities have permanent concession facilities, and concession applications are approved/disapproved on a case-by-case basis. For regulations and licenses for food concessions contact the Benton/Franklin Health District. The event coordinator must ensure all concessionaires, including food and non-food concessions, obtain a valid City of Kennewick Business License, available through City of Kennewick Customer Service (509) 585-4268. This must be done at least 10 working days before your event.

- Mobile Food Vendors (Vehicle) - Needs to have an annual Inspection conducted by Fire Department prior to Event. Contact Fire Department to schedule an inspection.
- Mobile Food Vendors (Trailer) - Needs to have an annual Inspection conducted by Fire Department prior to Event. Contact Fire Department to schedule an inspection.
- Mobile Food Vendors (Stand-Alone) - Inspection may be conducted on-site after set-up

Tents greater than 400 sqft. will be fire resistant and labeled with that information. Tents need to be at least 20' from other tents, lot lines, combustibles, etc.

*(IFC Chapter 31 Denotes the requirements)

2.19.1 Fire Extinguishers

Events may be required to have a fire extinguisher(s) on site. General requirements are:

- Any cooking which creates grease laden vapors shall have a Class K extinguisher within 30' (Trailer or Stand-Alone)
- Any cooking which creates grease laden vapors and it's vehicle based needs to have suppression system, and have had it tested within last 6 months
- All extinguishers to be current (tested within 12 months of event, or tagged new extinguisher)

2.20 Camping

Camping in City parks is prohibited. Requests for a security trailer or an exception to this condition must be submitted in writing to the Kennewick Special Events Team with the application form, and must be included on the site plan.

Camping fee for approved event participants will be \$15 per night per camper.

2.21 Fees

Fees are charged to provide a system for recovery of the cost to City Taxpayers to host activities in City Parks. Fees include the costs for application, administration, maintenance, utilities, space and or facility usage, police, fire, public works cost, and any other miscellaneous expenses. Fees for Commercial Events are “market driven;” in other words, public land should not be used to provide competition to similar private and quasi-public venues within the Tri-Cities. All fees are due and payable for all event dates including set up and take down, 21 days prior to the event. All fees are reviewed annually (calendar year) and adjusted as necessary to meet costs.

2.21.1 Fee Schedules

Runs/Walks/Races – permitted in all City Parks

- Runs, walks and races that originate outside of a park and only pass through the park (primarily Columbia Park) shall only be assessed the application fee.
- Runs, walks, and races that begin and end within a park utilizing parking, restrooms etc., shall be assessed the application fee plus a \$53 usage fee.
- Runs, walks, and races that begin and end within the park and include auxiliary activities such as, but not limited to, a picnic, information booths or vendors, etc., are assessed the application fee plus a \$53 usage fee. Any auxiliary area must be rented in conjunction with the event to guarantee use of the facility. If the event starts at a normally reserved area, that facility must be rented in conjunction with the event. The use fee will be charged for auxiliary areas used.

2.21.2 Park Fees

- **Community Events** - (produced and organized by non-profit group/club/community group), \$230 contract administration fee, a \$40 non-refundable application fee plus Special Use Area Fees.
- **Private Events** - Not open to the public (such as, but not limited to, weddings, family reunions, church services, family/company picnics). The \$40 non-refundable application fee, plus the Special Use Area fees. Please note private events with 100+ attendees will be assessed the \$230 contract administration fee also.
- **Commercial Events** - Produced and organized by private group or as a commercial venture \$230 flat fee, plus \$40 non-refundable application fee, plus Special Use Area fees.
- **Special Use Area Fees** - Area Fees assessed in addition to flat fees as described in #1 & #2 above. Assessments for Area Fees are per day fees (unless otherwise stated) and shall include set up and take down time.
- **Large Community Events** - shall be individually negotiated with the City of Kennewick.

The \$230 contract administration fee is due at the time of application and is non-refundable.

Columbia Park		Acres	Private/ Community Fee	Commercial Fee
Concerts, festivals, walks, runs, cycling, sports tournaments, picnics (church, corporate)				
Multi-Use Field		20	\$317	\$1,887
Multi-Use Field		10	\$160	\$1,887
Riverfront East		6	\$90	\$569
Riverfront West		11	\$172	\$1,035
Bandshell		16	\$354	\$1,549
Memorial East		3	\$50	\$281
Memorial West		3	\$50	\$281
Lampson Pits		-	\$50	\$281
Fishing Pond East		6	\$88	\$554
City of Kennewick Parks and Open Space		Acres	Private/ Community Fee	Commercial Fee
available for events				
Keewaydin Park - Picnics (family reunions, church, corporate), festivals, weddings		9	\$134	\$797
Eastgate Park – Picnics, family reunion		14	\$208	\$1238
Lawrence Scott – Small picnics (family reunions, church, corporate)		8	\$119	\$708
Other Fees				
Application Fee			\$40	\$40
Contract Administration Fee – (If Applicable) payable at the time of application			\$230	\$230
200 Amp Power @ Bandshell			\$100	\$100
Camping Fee (per day per camper)			\$15	\$15
Run/walk/bike races that begin and end in the park			\$53	\$54
Run/walk/bike races that pass through the park			\$41	\$42
Park Monitor Fee (per event based on scope/scale/noise level monitoring)			\$30/hour	\$30/hour
Expedited Fee – applications received 30 days or less prior to event			\$250	\$250
Damage Deposit				
Low Impact – no ground penetration, no vehicles on turf			\$100	\$100
Medium impact - no ground penetration, vehicles on turf			\$500	\$500
High Impact - ground penetration, vehicles on turf			\$1000	\$1000
Severe Impact - based on the scope/scale of the event			scope/scale	scope/scale
Southridge Sports & Event Complex				
Pavilion	Private/ Community Fee	Commercial Fee	Janitorial	Damage Deposit
Whole Pavilion Rental (Includes the Courts and Conference Room)	\$2,500/day (incl. park use fees)	\$5,000/day	included	Based on scope & scale
Multi-Court (3)	\$87.50/per hour		\$150 (if serving food)	Based on scope & scale
Tournament Fee: See tournament packet for details				
Court Rate	\$35/hr.			
Conference Room	\$40/hr.		\$50	\$75

			(if serving food)	(if serving food)
Facility set-up and take-down	Min. \$25/hr.			
Birthday Parties (conf. room for 1 hour and a court rental for 1hour)	\$100/2hrs.		included	\$75
Pavilion Concessions/Café	\$80/day	\$160/day		
Equipment	\$150			
Plaza South				
	Private/ Community Fee	Commercial Fee	Janitorial	Damage Deposit
Plaza Area	\$40/hr.			Based on scope & scale
Meeting Room	\$25/hr.		\$30 (if serving food)	\$75 (if serving food)
Parking Lot	\$1,000/day	\$2,000/day		Based on scope & scale
Plaza North				
Plaza Area	\$30/hr.			Based on scope & scale
Parking Lot	\$750/day	\$1,500/day		
Multi-Use Fields				
Fields 1 – 4 for Sport Rentals	\$14/hr. \$20/hr. w/lights			
Fields 5 & 6 for Sport Rentals	\$14/hr.			
Gazebo				
City Resident	\$12/hr.			
Non-City Resident	\$18/hr.			
Park Monitor	\$14			
Vendors Market				
Electricity (separate agreement required)	\$100/weekend (Fri. - Sun.)			
No Electricity (separate agreement required)	\$75/weekend (Fri. – Sun.)			
Walking Paths				
Run/walk/bike races that begin and end in the park	\$53	\$54		Based on scope & scale
Run/walk/bike races that pass thru the park	\$41	\$42		Based on scope & scale
Park Monitor Fee	\$50	\$50		Based on scope & scale
Storage				
Maintenance storage area	\$60/month			\$200
Linen rentals				
All rentals with food using our tables must use tablecloths. Tablecloths can be provided by the complex for a fee or you may use your own. • Tablecloth colors: white or ivory.	85" x 85": \$4 ea 114" x 52": \$4 ea Napkins: \$.25 ea			

<ul style="list-style-type: none"> • Napkins colors: white, ivory, seafoam (light green), red, gold, navy, black, burgundy, royal blue, brown and forest green. 				
Additional Amenities				
30' x 30' slate black floor with a premium marble look and industrial-grade top.	\$600/day, includes set up/take down.			
8' x 16' stage	\$400 (set up included)			
20' x 24' stage	\$600 (set up included)			
Portable JBL 2 microphone sound system	\$400			

2.22 Damages/Left Items

All damages including excessive turf damage, as a result of special use will be deducted from the damage deposit. A pre- and post-activity inspection is required with City staff for designated park areas. All items must be removed from the park by the end date stipulated on the event confirmation letter and/or event agreement. If items are not removed by the event coordinator they will be removed and/or discarded at the event coordinators expense.

2.23 Damage Deposit

The damage deposit required to host an activity is determined by the size and type of the activity including the potential impact to underground improvements. The damage deposit is required to cover potential damages to the parks grounds and facilities.

- Low Impact – no ground penetration, no vehicles on turf areas. \$ 100
- Medium Impact – no ground penetration, vehicles permitted on turf. \$ 500
- High Impact – ground penetration and vehicles permitted on turf or with alcohol. \$1,000
- Severe Impact – use of 2 or more areas - Based on the scope/scale of the event.

Upon completion of the activity, the post-activity checklist will be completed by the designated City of Kennewick staff, and based on this the amount of the total damage deposit will or will not be refunded. The damage deposit or a notification of partial or non-refund of the damage deposit will be returned within 10 working days.

2.24 Issuance of Keys

Keys may be issued to the event coordinator if specific types of access are required. The event coordinator checks keys out through the Parks and Recreation Dept. (509) 585-4293 and a key card must be completed by the event coordinator.

Keys must be returned the first full working day after the event to the Special Events Team. If the key is lost or is not returned to the Special Events Team on the first full working day after the event \$25 will be deducted from the damage deposit.

2.25 Cancellation Policy

Cancellation of an approved event by the Event Coordinator must be received in writing at the Special Events Office.

Cancellation Schedule:

- a. A full refund of fees and the damage deposit, with the exception of the application fee and special use area fee will be issued 10 days prior to an activity.
- b. Events canceled after 10 days forfeit all fees, damage deposit, special use area fees and the administrative fee.

If an activity has to be cancelled due to permit denial, insufficient time to process the application, catastrophic incidents, beyond the control of the City of Kennewick and the Event Sponsor, then a full refund of the fees and damage deposit will be issued.

2.26 Fee Reduction Policy

Upon written request from the sponsor, park fees and charges may be considered for a one time reduced rate if the activity meets one or more of the following criteria:

- a. The event is deemed to be of overriding public service.
- b. The event is put on by an outside agency as a benefit to the park, and the proceeds are donated to the Park Development Fund.

Please Note: The City of Kennewick does not co-sponsor events that provide alcohol to the public. Therefore there is no reduction in fees for events that provide alcohol to the public but meet the above criteria.

2.27 Activities on the Water

Activities that take place on the Columbia River (this includes swimming and underwater diving events and activities) require the approval of the U.S Coast Guard and notification to the Benton County Sheriff's Department. Application is made directly to the Coast Guard Office and takes a minimum of 135 days to process (some minor water activities may be processed in less time). A copy of the approval notice must be on file at the Kennewick Recreation office 21 days prior to the event.

General Park Rules (KAC 9-44)

- ☑ Closed a half hour after dusk to 6 am, except by written permission or as scheduled (lighted facilities).
- ☑ Pet leash law enforced, pet waste to be removed from grounds.
- ☑ Destroying, damaging, defacing or misusing public property is prohibited.
- ☑ Areas being serviced are closed.
- ☑ No littering, deposit all waste in trash receptacles.
- ☑ Alcohol is not allowed.
- ☑ Playing golf is not permitted.
- ☑ Trespass notification citations shall be issued to persons suspected of committing a crime or infraction while in a city park.
- ☑ Play equipment for children 12 years old and under only.
- ☑ No smoking 20 feet from playground equipment and children's play areas.
- ☑ No skateboarding, skating or bike riding on park equipment.
- ☑ No vehicles on grass, pathways, bike trails or in limited access areas.

