

## **REQUEST FOR BOARD ACTION**

### **HENDERSON COUNTY BOARD OF COMMISSIONERS**

**MEETING DATE:** September 4, 2007

**SUBJECT:** County Facility Use Policy

**ATTACHMENTS:** Yes

1. Revised County Facility Use Policy
2. List of Optional Considerations

#### **SUMMARY OF REQUEST:**

The purpose of this agenda item is to review the revised policy as per comments from the July 18, 2007 Board of Commissioner Meeting and provide direction to staff. The proposed document establishes the Board's policy on public use of the Counties facilities and grounds. The proposed policy, attached, incorporates existing staff level policies for several County buildings into a Board Policy applicable County wide. Also attached is a list of considerations for the Board intended to reconcile use under the new policy to historic use.

#### **BOARD ACTION REQUESTED:**

The Board is requested to provide direction to staff regarding the proposed policy.

##### **Suggested Motion:**

*Motion to Approve Policy:* I move that the Board approve the County Facility Use Policy.

*Motion to Continue Developing Policy:* I move that staff revise the proposed policy as discussed for consideration at a future meeting.

# County Facility Use Policy - DRAFT

## General Policy Statement

The designated meeting rooms and grounds which are listed below may be reserved for non-county government, public activities, provided certain conditions are met. However for security and operational reasons, the remaining County facilities will not generally be made available for public use. County government functions shall in all cases take precedence over all other activities at any county facility.

## List of Designated Facilities

The designated County facilities available to the public for non-county government use are as follows:

1. Historic Courthouse and Grounds (100 N. Main Street)
2. King Street Office Building (100 N. King Street)
3. Courthouse (200 N. Grove Street)
4. N.C. Cooperative Extension Building (800 Glover Street)
5. County Libraries (Main Library, 301 N. Washington Street)
6. County Parks (Park Office, 801 Glover Street)

## Rules Governing Use of all Facilities and Grounds

1. The applicant requesting the use of a county facility or grounds must be a resident of Henderson County and at least 18 years of age. **[per Commissioner Young: discussion noted- no change recommended]**
2. Only nonprofit educational, civic and cultural groups will be considered. Facilities are not available to exclusive groups; meetings must be open to the public.
3. The County facilities may not be reserved by commercial or partisan political groups. The only exception is for political meetings in accordance with N.C.G.S. 163-99 which allows political meeting for the purpose of biennial precinct meetings, county conventions and district conventions.
4. Solicitation is not permitted within County Facilities or Grounds. **A Community Bulletin Board will be designated at each of the branch libraries for positing of information of interest to the general public. By the close of business on the last business day of the month and regardless of when items are posted, these Community Bulletin Boards will be cleared of all postings. [per Chairman Moyer and Commissioner McGrady]**
5. The county will not accept reservations for **a series of** meetings which would designate any county meeting room as the regular meeting place for any organization. **[per Commissioner McGrady]**
6. Fees and deposits for the Designated Facilities are approved by the Board of Commissioners.
7. The applicant is responsible for any and all damages to any facility or grounds, including costs for cleanup. The applicant shall assume full liability for all accidents or claims of accidents as a result of activities taking place associated with the use and shall agree to hold

## County Facility Use Policy - DRAFT

the county harmless and indemnify the county for any injury or damage to persons or to property. This shall also include the times the area is being readied for the use and for all follow-up activity related to the use. Any damage or accident must immediately be reported to the facility coordinator, or as soon thereafter that the office is open for business.

8. A Statement of Disclaimer must be signed by all facility users unless the Disclaimer is incorporated into the Designated Facilities Specific Application Process.
9. Depending upon the type of event, proof of insurance may be required. If required, a copy of the insurance policy must be submitted with the application. The policy is to be one of comprehensive general liability in the amount of not less than \$300,000.00 for bodily injury per person and \$1,000,000.00 per occurrence and not less than \$100,000.00 for property damage per occurrence. **[per Commissioner Messer - no change recommended]**
10. The county will not provide personnel.
11. Loud and disruptive behavior is prohibited.
12. No eating or drinking is permitted inside facilities unless advance provisions have been approved with the application and comply with all laws and regulations of the state department of human resources, division of health services. **[per Chairman Moyer - no change recommended]**
13. Animals of any kind are not allowed in any facility, except for service animals in the performance of their duties **or with approval in advance. [per Commissioner McGrady]**
14. Open, pit, or any other type of fires are prohibited **except in designated areas. [per Chairman Moyer]**
15. No tobacco, alcoholic beverages, illegal drugs, or contraband will be permitted.
16. No function will be allowed where any member of an organization possesses a gun, rifle, firearm, or other weapon. An exception may be made for a memorial service or special event associated with the recognition of any branch of the military or historical conflict so long as any weapon used is only discharging blanks and the organization has received the appropriate permits and/or permission from any relevant municipality and/or police chief.
17. If used, portable toilets must comply with all laws and regulations of the state department of human resources, division of health services.
18. The applicant is responsible for providing proof of proper disposal of trash and debris in advance.
19. The applicant is responsible for returning any furniture and fixtures to the original configuration immediately after use.

## County Facility Use Policy - DRAFT

20. Signs, decorations, or other attachments may not be hung on any building or permanent structures **in a manner that may potential damage the property. [per Chairman Moyer]**
21. Ingress and egress to the grounds may not restrict the orderly flow of traffic on adjacent roads and arteries, and traffic must comply with all local, state, and federal laws.
22. Parking will be permitted only in designated areas.
23. This policy does not grant permission to use sidewalks or streets that are under the jurisdiction of the local municipality or State of North Carolina.
24. The applicant is responsible for registering the function with the applicable local law enforcement authority as well as determining the need for any crowd control and security enforcement that may be necessary.
25. All uses must be in compliance with local, state and federal laws, including the Americans with Disabilities Act.
26. The applicant must comply with any further or additional restrictions the county chooses to place on the use of the grounds or facility.
27. The county manager, or department director in charge of a facility, may revoke the authorization to use a facility up to or during the use if a violation of this ordinance is discovered.
28. The county manager or designee is authorized to approve applications, and the county manager has the right to waive any subsection of this section when doing so would more effectively serve the public's interest, except where prohibited by law.

### Specific Instructions Governing Designated Facilities and Grounds

1. Historic Courthouse and Grounds
  - a. Point of Contact: Clerk to the Board
  - b. Reference: Template Approval Letter for use of lawn and sidewalks.
  - c. The rooms available are the Commissioner's Meeting Room and the Committee Meeting Room.
  - d. The museum portion of the Historic Courthouse is not available for Public Use.
  - e. Restrooms in the Annex are available to the annual Apple Festival
2. King Street Office Building
  - a. Point of Contact: Clerk to the Board
  - b. Reference: Meeting Room Rules & Regulations (Large Meeting Room, #140)
  - c. The room available is the Large Meeting Room, #140
3. Courthouse
  - a. Point of Contact: Clerk of Court
  - b. Reference: Rules for Use of the Henderson County Courthouse
  - c. The Department of Social Services and Sheriff sponsor an annual Toy Run motorcycle event utilizing the parking lot, steps and porch.

## **County Facility Use Policy - DRAFT**

4. N.C. Cooperative Extension Building
  - a. Point of Contact: Henderson County Center, NC Cooperative Extension Service
  - b. Reference: Building Policy
5. County Libraries
  - a. Point of Contact: Henderson County Library Director or Designee
  - b. Reference: Meeting Room Use Policy
6. County Parks
  - a. Point of Contact: Henderson County Parks and Recreation Director or Designee
  - b. Reference: Park Rules and Contract for Temporary Use of Facilities

### **Attachments:**

1. Template Approval Letter for use of lawn and sidewalks (Historic Courthouse)
2. Meeting Room Rules & Regulations, Large Meeting Room, #140 (King Street Office Building)
3. Rules for Use of the Henderson County Courthouse (Courthouse)
4. Building Policy (NC Cooperative Extension Service)
5. Meeting Room Use Policy (Library)
6. Park Rules (Parks and Recreation)
7. Contract for Temporary Use of Facilities (Parks and Recreation)
8. Statement of Disclaimer

**HENDERSON COUNTY GOVERNMENT  
OFFICE OF THE COUNTY MANAGER**

100 North King Street – Hendersonville, North Carolina 28792  
Phone 828.697-4809 Fax 828.698.6014  
www.hendersoncountync.org

Date

Address Block:

Dear \_\_\_\_\_:

Permission is granted to use the walkway and lawns of the Historic Henderson County Courthouse on Main Street on \_\_\_\_\_ for the \_\_\_\_\_ event. Due to safety concerns, the front porch or steps may not be used to accommodate equipment, materials or individuals. Electricity is available through the extension cord hanging from the window on the front porch of the historic facility.

Permission to blockade or use the public streets, sidewalks or the parking areas surrounding the historic courthouse for this event must be gained from the City of Hendersonville Police Department.

The organizers and participants in the above event are responsible for removing any litter that accumulates around the historic facility as a result of the event.

Best wishes for a successful event!

Avalina B. Merrill  
Administrative Assistant to  
Henderson County Manager Steve Wyatt

Cc: Sheriff Rick Davis Chief Donnie Parks, City of Hendersonville  
Les Capps, Central Services Director Carey McLelland, Finance Director  
Melody Heltman, Travel & Tourism Director

# HENDERSON COUNTY BOARD OF COMMISSIONERS

100 North King Street

Hendersonville, North Carolina 28792-5097

Phone 704-697-4808 • Fax: 704-697-4536

TDD: 704-697-4580

RENEE KUMOR  
CHAIRMAN  
VOLLIE G. GOOD  
J. MICHAEL EDNEY  
BOB EKLUND  
DON WARD

DAVID F. THOMPSON  
COUNTY MANAGER

## **MEETING ROOM RULES & REGULATIONS**

Large Meeting Room, #140

1. **Room is available to any non-profit group or government agency.**
2. **Room reservation may be canceled if room is needed for government business.**
3. **The user group must provide the name of group and name and phone number of a responsible party.**
4. **Both the User Group and the responsible party are held responsible for locking the building after use, cleaning the room and returning it to the original set up, bagging their trash, and returning the key.**
5. **If meeting is after hours, access key must be picked up before the end of business on day of scheduled meeting. Key must be returned next business day, or sooner.**
6. **Booking allowed month to month for non-profit groups.**
7. **Board & Committees working for the Board of Commissioners can book meetings a year in advance.**
8. **Food and drink are allowed in the room. No cleaning materials supplied by County.**
9. **Room is not available for use on Friday evening, Saturday, or Sunday.**

**FAILURE TO ABIDE BY THESE RULES & REGULATIONS MAY RESULT IN LOSS OF PRIVILEGE FOR FUTURE USE OF THE ROOM!**

**RULES FOR USE OF  
THE HENDERSON COUNTY COURTHOUSE  
200 North Grove Street  
Hendersonville, NC 28792**

- 1. WHO MAY USE:** Use of the Courthouse is on a first come, first serve basis subject to availability of the facility and staffing. Only nonprofit agencies located or having activity within Henderson County may apply for use of the Courthouse. A responsible party must be identified and contact information provided.

- 2. APPLICATION AND FEE:**

Anyone wishing to use the Courthouse will be required to submit an application, which, among other things, describes the intended use, and the dates and times in which the Courthouse is requested. The application must be submitted at least 30 days in advance of the use (except County Manager can waive this requirement for extraordinary circumstances). An application fee as follows must be submitted with the application:

- \$125.00 – covers up to 1 hour (minimum fee)
- \$250.00 – covers between 1 and 3 hours
- \$500.00 – covers between 3 and 12 hours

This fee is nonrefundable unless the event is canceled at least 48 hours in advance. The application fee covers security and janitorial services (which will be provided by the County) and utilities. Cost of any damage or extraordinary janitorial services required (such as carpet cleaning) is not covered in the application fee and will be the responsibility of the user.

- 3. PROHIBITED ACTIVITIES:**

- No illegal activity
- No commercial activity
- No political campaign activity
- No distribution, sale or consumption of alcoholic beverages
- No smoking (except in clearly marked designated areas)

- 4. SECURITY:** Security will be provided by the County through the Henderson County Sheriff's Office. In the event that security is not available, the request will be denied. The user will not be allowed to substitute a private security company.

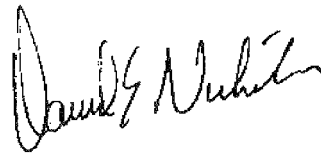
- 5. MAINTENANCE/JANITORIAL SERVICES:** Normal maintenance and janitorial services made necessary by the use of the Courthouse will be provided by the County either by its own employees or by contract. Extraordinary maintenance and/or extraordinary janitorial services made necessary by the use or misuse of the Courthouse will be performed by or at the direction of the County and the associated cost must be paid by the user promptly upon notification.



**RULES FOR USE OF  
THE HENDERSON COUNTY COURTHOUSE  
200 North Grove Street  
Hendersonville, NC 28792**

6. **DAMAGE TO FACILITY/STOLEN ITEMS:** The user will be solely responsible for any and all damages to the Courthouse caused by its use or misuse and for any items stolen during the time of the event.
7. **FOOD AND BEVERAGES:** Consumption of food and beverages is limited to the lounge area located on the Ground Floor. Catering activities must be restricted to that area as well. Extensive on-site food preparation will not be allowed.
8. **SMOKING:** Smoking in the Courthouse is strictly prohibited except in those areas clearly marked designated areas.
9. **AREAS TO BE ACCESSED:** The user must identify in advance the areas which the user intends to occupy. Those areas are subject to approval by the County Manager. Access to private or restricted areas will not be permitted under any circumstances. Any approval of use of the Courthouse is limited to those areas inside and outside of the Courthouse on County property. This approval does not grant permission to use the sidewalks maintained by the City of Hendersonville.
10. **ENTRANCE AND EXIT:** The user will not be provided keys to the Courthouse. The user must identify which doors should be unlocked to permit access during the use of the Courthouse and at what time such access should be granted, subject to approval of the County Manger. Exit from the Courthouse can be gained through any door at any time.
11. **SIGNANGE:** Signage will be allowed as long as the same is not attached in any fashion to any portion of the interior or exterior of the Courthouse.
12. **USE OF EQUIPMENT:** The use of any equipment within the Courthouse is strictly prohibited, except the audio/video equipment for the Founders Vision is accessible to anyone using the Courthouse.
13. **REVISIONS TO RULES:** The County Manager reserves the right to revise these Rules of Use in his sole discretion and without advance notice.

**THIS** the 21<sup>st</sup> day of February, 2001.



David E. Nicholson, Henderson County Manager

**HENDERSON COUNTY GOVERNMENT  
OFFICE OF THE COUNTY MANAGER**

100 North King Street – Hendersonville, North Carolina 28792  
Phone 828.697.4809 Fax 828.698.6014  
www.hendersoncountync.org

**APPLICATION FOR USE OF  
HENDERSON COUNTY COURTHOUSE**  
200 North Grove Street  
Hendersonville, NC 28792

Payment according to the fee schedule stated in Rules of Use **MUST ACCOMPANY APPLICATION!**

**Name Of Applicant Making Request:**

**Date of Application**

**Address of Applicant:**

**Phone Number of Applicant**

Mailing Address, State, Zip Code

(Area Code)

**Purpose for Use of Courthouse:**

Name of Event

**Date of Event**

**Time of Event**

(Beginning Time)

(Ending Time)

The remainder of the application below will be completed by the Office of the County Manager

**PERMISSION GRANTED TO USE COURTHOUSE**

Steve Wyatt, Henderson County Manager

Date Request Approved

**PERMISSION DENIED TO USE COURTHOUSE**

Steve Wyatt, Henderson County Manager

Date Request Approved

**REASON DENIED:**

Date Payment Received	Amount Remitted		Check Number	Check Date
	Cash	Check		

North Carolina Cooperative Extension Service  
Henderson County Center  
Building Policy

Date of Event: \_\_\_\_\_

Name of Group \_\_\_\_\_

Name of Person Responsible \_\_\_\_\_  
(must be an employee of Henderson County Local Government)

County Department \_\_\_\_\_

Phone Number \_\_\_\_\_

**MEETING ROOM RULES & REGULATIONS  
ASSEMBLY ROOM & CONFERENCE ROOM**

1. Room is available to any non-profit group or government agency for meetings related to the business of the non-profit group or government agency. Room is not available for social gatherings.
2. Room reservation may be canceled by the N.C. Cooperative Extension Service if room is needed for government business.
3. The user group must provide the name of group and name & phone number of a responsible party. The responsible party must be an employee of Henderson County Local Government. Henderson County School System is not included.
4. **Both the User Group and the responsible party are held responsible for locking the building after use, cleaning the room and returning it to the original set up, bagging their trash, and returning the key.**
5. If meeting is after hours, access key must be picked up before the end of business on day of scheduled meeting. Key must be returned next business day, or sooner.
6. Booking allowed up to 2 months prior to meeting.
7. Cooperative Extension can book meetings a year in advance.
8. **\*\* NOTE: Food and drink (including coffee, cups, sugar & creamer) must be supplied by user group. No cleaning materials or coffee supplied by Cooperative Extension Service.**

**FAILURE TO ABIDE BY THESE RULES & REGULATIONS MAY RESULT IN LOSS OF PRIVILEGE FOR FUTURE USE OF THE ROOM!**

SIGNATURE OF COUNTY EMPLOYEE RESPONSIBLE:

\_\_\_\_\_

## **MEETING ROOM USE POLICY**

When not being used for Library sponsored activities, the Library's meeting rooms are available for use by non-profit Henderson County based community organizations. Proof of tax exempt status may be required to establish eligibility. Library use of the meeting rooms is a first priority and the Library reserves the right to cancel a reservation if a room is needed for that purpose. Use of the meeting rooms does not constitute an endorsement of the views of the user of the room by the Library. The Library subscribes to the tenets of the Library Bill of Rights, which states in part, *Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.*

### **Eligibility:**

#### **Groups may use a library meeting room if:**

- The organization is non-profit
- The meeting is open to anyone
- No admission is charged

#### **Meeting Rooms cannot be used for:**

- Private parties
- For-profit activities
- Any activity where admission is charged
- For any exclusive group

### **Available meeting spaces:**

#### **Main Library**

- Kaplan Auditorium (Capacity: 160)
- Children's Auditorium (Capacity: 50, Children's Activities Only)
- Study rooms A, B, C, D, and E (First come first serve basis, no reservations)

#### **Fletcher Library**

- Auditorium (capacity: 50)

### **Application Process:**

- A completed Meeting Room Reservation Form must be submitted 7 days prior to the date of the event. Forms are available at Library Service Desks and on the Library's website: [www.henderson.lib.nc.us](http://www.henderson.lib.nc.us)
- Forms must be signed by a representative of the organization who will be responsible for the conduct of the meeting and proper use of the meeting space.
- Reservations are tentative until approved by a Library representative.
- Individual groups may only use a Library facility one time per month.
- Rooms may be booked up to three months in advance, but to avoid monopolization an organization may only have one room at a time on reservation. The Library cannot guarantee or provide a monthly meeting space same time same day.
- Meetings can only be scheduled during the Library's normal operating hours.
- The Main Library Secretary, or appropriate Branch Manager, should be notified if the meeting is cancelled.

### **Room Setup and Usage:**

- It is the responsibility of the user to schedule the room allowing time for setup and takedown. Library staff is not available to assist with room setup.
- Requests for Library equipment must be made on the initial Meeting Room Reservation Form.
- It is the responsibility of the user to meet with the appropriate library staff (by appointment) prior to the day of the meeting to learn how to use the equipment. Staff is not available to assist with equipment at the time of the meeting (unless it is a malfunction of the equipment).

### **Organizations that wish to continue to use Library facilities must abide by the following regulations.**

1. All publicity for meetings must clearly state the meeting is **not** sponsored by the Henderson County Public Library. Copies of the aforementioned **must** be sent to the Main Library Secretary, or appropriate Branch Manager, at least 3 days prior to the meeting.
2. Only pre-approved posters may be placed in the library to advertise meetings and they **MUST** be given directly to a library representative for proper approval and display.
3. Access to the room prior to your scheduled time is not possible.
4. It is not permitted to charge registration fees or to require the purchase of an item as a condition of attending a meeting. Donations may not be solicited nor may any funds be collected, promised or pledged.
5. The use of the name, address, or telephone number of the Henderson County Public Library (or any of its branches) as the address or headquarters of any group using the library for meetings is prohibited.
6. Library staff may attend or observe any meeting or program at any time.
7. Messages cannot be relayed to people attending meetings except in emergencies.
8. Smoking or use of alcohol or malt beverages is not permitted.
9. Groups of young people under eighteen years of age must have the meeting room application signed by a sponsoring adult who must also be present at the meeting.
10. Displays may not be affixed directly to the walls of the meeting rooms without prior consent. Library fixtures may not be removed from the walls. The use of staples or thumbtacks on library walls is prohibited.
11. Staff is not available to assist with meetings or to operate equipment. Prior training on all equipment is required for use of meeting room equipment.
12. Use of Library equipment is a privilege, not a right. In the event of equipment failure it is not the Library's responsibility to find alternative equipment for a meeting.
13. The Library is not responsible for equipment or material owned by a community group and used in the library. Such equipment may not be stored at the library.
14. The Library reserves the right to make special accommodations for other county agencies for their needs.
15. The Library reserves the right to limit or prohibit at any time the use of meeting room spaces which represent a threat to the health or safety of library users, or the orderly use of the library.
16. Users of the Main Library Kaplan Auditorium should request attendees to use the overflow parking to the south of the main parking lot.
17. For and in consideration of the use of the meeting room and library facilities, any person or group using same hereby agrees to indemnify and hold harmless the Henderson County Public Library from any and all actions, suits, relating to its use of such rooms and facilities. Further, such person or group agrees to reimburse the Library for any and all costs for repair of any and all damage as may be caused directly or indirectly to the room and/or facilities by such use thereof. If any organization refuses to pay for the damage, the matter will be referred to the County Attorney for legal action.

**Meeting Room Reservation Form**  
**Henderson County Public Library, Main Branch**

301 N. Washington St. Hendersonville NC 28739 (828) 697-4725 FAX (828) 692-8449  
[www.henderson.lib.nc.us](http://www.henderson.lib.nc.us)



**Contact Name / Organization:** .....

**Address:** .....

**Telephone:** ..... **Email:** .....

**Name of Event:** (All Events will be posted by name on the Library Calendar)

.....

**Website Address of Organization:** .....

**Purpose of Meeting:** (Please describe in detail; attach agenda if available. If there is a speaker, subject of speech)

.....

**Date needed:** .....

**Beginning Time:** ..... **Ending Time:** ..... (Including set up and breakdown time)

**What time does the program/event actually begin?** ..... **and end?** .....

**Anticipated Audience:** .....

**Will literature or press releases be distributed?** ..... If yes, please attach a copy.

**Will refreshments be served?** (Must be pre-approved) .....



# Meeting Room Reservation Form

## Henderson County Public Library, Main Branch

301 N. Washington St. Hendersonville NC 28739 (828) 697-4725 FAX (828) 692-8449  
[www.henderson.lib.nc.us](http://www.henderson.lib.nc.us)



Please circle appropriate room and check off any equipment needed. \*

<b>Main Library, Kaplan Auditorium</b> (capacity 160) <b>Must Be a Public Meeting</b>		
Microphone (on Podium)	<input type="checkbox"/>	CD Player
Microphone (Wireless)	<input type="checkbox"/>	Ceiling Mounted Projector
Microphone (on Stand)	<input type="checkbox"/>	Internet Access (provide own laptop)
DVD Player	<input type="checkbox"/>	Slide Projector
VHS Tape Player	<input type="checkbox"/>	Overhead Projector (for transparencies)

<b>Main Library, Children's Auditorium</b> (capacity 50) <b>Children's Activities Only</b>		
No equipment available		

\*Please note that equipment cannot be moved from room to room. Please schedule an appointment ahead of time to learn how to operate equipment. The Library cannot guarantee that staff will be on hand to assist with equipment set up at the time of your meeting. In the event of equipment failure the Library is not responsible for finding alternative equipment.

I, the undersigned, being eighteen years of age or older, have read the Meeting Room Use Policy and regulations and agree to comply therewith. I agree to be responsible to the Public Library for the use and care of library property and facilities. I understand my responsibilities as the undersigned include:

1. Contacting the Library immediately if my meeting is cancelled.
2. Confirming the Library will be open during inclement weather.
3. Enforcing the meeting room regulations.
4. Paying for any damages to library property occurring during or in connection with the meeting.
5. Cleaning up the room at the conclusion of the meeting.
6. Informing a library staff member that the meeting has ended.
7. Meeting room must be vacated 15 minutes before library is scheduled to close.

**Applicant's Signature:** ..... **Date:** .....

**APPROVED:** ..... **DISAPPROVED:** .....



# **PARK RULES**

## **AN ORDINANCE REGULATING THE OPERATION AND USE OF PARKS AND RECREATION FACILITIES OWNED AND OPERATED BY HENDERSON COUNTY**

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### **BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF HENDERSON COUNTY:**

#### **Section 1.**

It shall be unlawful for any person in any park, playground, ballfield, tennis court, or any other recreational facility, and parking facilities thereof, owned and controlled by Henderson County to:

- 1.1 Willfully mark, deface, disfigure, injure, tamper with, or displace or remove any structure, equipment, facilities, or other property, real or personal.
- 1.2 Damage, cut, carve, transplant, or remove any tree or plant or injure the bark or pick the flowers or seeds, of any tree or plant or to dig or otherwise disturb grass areas or in any other way injure or impair the natural beauty or usefulness of any area. This does not preclude employees or authorized agents of Henderson County from performing routine maintenance.
- 1.3 Dump, deposit, or leave any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, wastes, garbage, or refuse or other trash in an unauthorized manner. Under no circumstances will household garbage or waste generated outside the park be permitted to be disposed of in the park facilities or on park grounds.
- 1.4 Fail to obey all traffic officers and recreation department employees, such persons being authorized and instructed to direct traffic whenever and wherever needed in the park.
- 1.5 Fail to obey all traffic signs indicating speed, direction, caution, stopping and parking and all other posted for proper control and to safeguard life and property.
- 1.6 Drive any vehicle on any area except the designated roads or parking areas as may be specifically designated by the Parks and Recreation Director. This does not preclude employees or authorized agents of Henderson County from performing governmental authorized services.
- 1.7 Park a vehicle in other than an established or designated parking area.
- 1.8 Picnic or lunch in a place other than designated for that purpose. The Park and Recreation staff shall have the authority to regulate the activities in such areas when necessary to prevent congestion and to secure the maximum use for comfort and convenience of the public.
- 1.9 Violate the regulation that the use of the picnic tables and benches follows the general rule of "First Come", "First Serve".
- 1.10 Leave the picnic area before fire is completely extinguished and before all trash in the nature of boxes, paper, cans, bottles, garbage and other refuse is placed in receptacles provided. If no such receptacles are available, then refuse and trash shall be carried away from the park area by the user to be properly disposed of elsewhere.
- 1.11 Camp in any area without written permission of the County Commissioners. No person shall set up tents, shacks, or any other temporary shelter for the purpose of overnight camping nor shall any person leave in any park any movable structure or special vehicle to be used or that could be used for such purpose, such as a camper-trailer, house trailer or the like.
- 1.12 Bring or have in his possession, or set off or otherwise cause to be exploded or discharge or burn, any firecracker or other fireworks or explosives or discharge or throw them into any such land or highway adjacent thereto, unless specifically authorized by the Board of Commissioners.



- 1.15 Disturb or interfere unreasonably with any person or party occupying any area, or participating in any authorized activity.
- 1.16 Sell food, beverages, or merchandise or solicit donations for any individual, company or corporation without the permission of the Recreation Director acting in accord with County policy regarding solicitation and the use of the County property for private purposes.
- 1.17 Carry, use, or possess firearms or other dangerous weapons of any nature within any park, or other recreation facility, provided, however, this section shall not apply to law enforcement officers when engaged in the discharge of their duties.
- 1.18 Enter, use or remain within any park between the hours of 11:00 p.m. and 7:30 a.m., Monday through Sunday, unless a written permit therefore has been obtained from the Parks and Recreation Director. Under extenuating circumstances the Parks and Recreation Director may waive the starting hour.
- 1.19 Possess, consume, or deliver alcoholic beverages, fortified and unfortified wines as defined in N.C.G.S. 18A-2.
- 1.20 Possess, consume or deliver non-prescription drugs or illegal substances as defined in N.C.G.S. 90.95.

#### **Section 2.**

The following general rules shall also apply:

- 2.1 No fires allowed except in grills and campstoves. All fires *must* be thoroughly extinguished after use.
- 2.2 No rock throwing shall be allowed.
- 2.3 Flagrant misuse of parks and recreation facilities will result in forfeit of future reservation privileges.
- 2.4 The Parks and Recreation Director has the authority and responsibility to enforce any rules and regulations governing the use and maintenance of parks and recreation facilities as adopted by the Board of Commissioners.

#### **Section 3.**

Any section or part of any park or recreation area or facility may be declared closed to the public by the Parks and Recreation Director at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise) and to certain users.

#### **Section 4.**

The Parks and Recreation Director and any authorized department employee shall have the authority to eject from any recreation facility any person acting in violation of this article, or in violation of rules and regulations enacted pursuant to this article or any other ordinance adopted by the County Commissioners.

#### **Section 5.**

Any person or persons entering into a lease or rental agreement of any recreation facility agrees to hold harmless the County of Henderson and the Parks and Recreation staff of any injuries or deaths incurred while using the facilities. The sponsor shall assume full responsibility.

#### **Section 6.**

Any person who violates any provision of this ordinance may be deemed guilty of a misdemeanor, as provided for in N.C.G.S. 14.4. If any violation continues, each day's violation may be a separate offense. The Henderson County Sheriff's Department or any duly authorized agent of Henderson County may draw warrants, issue citations or take such other legal measures as may be allowed to enforce the terms and provisions of the Ordinance.

#### **Section 7.**

If any part of this Ordinance is held void, it shall be deemed severable, and the invalidity thereof not affect the remaining parts of this Ordinance.

It is hereby ordained that any previous ordinance regulating the operation and use of Henderson County Parks is hereby repealed.



Henderson County Parks and Recreation Department  
801 Glover Street (Jackson Park), Hendersonville, NC 28792  
(828) 697-4884 FAX 697-4886

*Contract Agreement for Temporary Use of Facilities*

North Carolina, Henderson County

Emergency contact #: Park Deputy 606-1963

THIS AGREEMENT, made and entered this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between Henderson County Parks and Recreation Department, a department of Henderson County local government, hereinafter referred to as the LESSOR, party of the first part, and \_\_\_\_\_, herein referred to as the LESSEE, party of the second part.

WITNESSETH:

That for and in consideration of the rental hereinafter agreed to be paid by the Lessee to the Lessor, the Lessor does hereby lease to said Lessee that certain property located on/in \_\_\_\_\_ and known and designated as \_\_\_\_\_ to include only (identify specific areas, rooms, parking facilities, fields, shelters, etc.) \_\_\_\_\_

The parties hereto agree as follows:

- 1) The period of the lease shall be from \_\_\_\_\_ until \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.
- 2) All Lessee's equipment must be cleared of property within six hours of closing.
- 3) The Lessee agrees to use the premises during the above mentioned time only for the purpose of \_\_\_\_\_
- 4) The Lessee agrees that lands, buildings, and equipment which are made available under this agreement will not be used by any person, firm, corporation, or other groups for the purpose of conducting an exhibition, display, entertainment or other event in which persons other than members of such group may participate, with or without charge, unless admission, participation, and use of such lands, buildings, and equipment will be without regard to race, color or national origin.
- 5) No inflammable decorations are to be installed without first securing approval of the Lessor. The driving of nails, tacks or other metal articles into walls or the posting of papers, signs, and the like or otherwise marring property are absolutely prohibited.
- 6) The Lessee shall not have the right to sublease the premises or assign any privileges hereunder to anyone for any purpose.
- 7) The rental for said premises during the above mentioned period of time shall be \_\_\_\_\_ day, with a total rental of \_\_\_\_\_, of which the Lessee has heretofore paid the sum of \_\_\_\_\_, at the time the request for the reservation was made, and which is to be forfeited to the Lessor as liquidated damages in the event this contract is not fulfilled by the Lessee. The balance of the rent in the amount of \_\_\_\_\_, shall be paid to the Lessor prior to use and occupancy by the Lessee.
- 8) A deposit of \_\_\_\_\_ shall be made, in addition to the rent, which will be returned to the Lessee if there is no breakage or damage to the property and if the property is cleaned up to the satisfaction of the Lessor. If damage or breakage occurs, or if the property is not cleaned up properly, the deposit in the amount of \_\_\_\_\_ shall be applied by the Lessor to the total cost of repair of said damage, breakage, or for proper cleaning. Necessary expenses exceeding the deposit will also be borne by the Lessee and will be the subject of reimbursement to the Lessor within a reasonable period of time, not to exceed sixty days following the termination of the lease.
- 9) The Lessee agrees to indemnify the Lessor and hold it harmless from any and all loss, liability, cost, damage, demand, attorney's fees and expense that the Lessor may incur or be held liable for on account of or that may directly or indirectly grow out, or in any manner connected with the use and occupancy of the premises by the Lessee.
- 10) The Lessee agrees not to engage in or permit the premises to be used for any unlawful or offensive purpose, and agrees, in the use and occupancy of the premises, to abide by all regulations of the Lessor, local laws and

ordinances, and laws of the State of North Carolina and of the United States Government.

- 11) The Lessee will provide funds for security personnel if stipulated by the Lessor.
- 12) The Lessee will not be required to furnish janitorial service, other help or assistance during the operations of the Lessee's program. The Lessee will provide necessary personnel for the opening and closing of the facilities and to monitor activities.
- 13) The Lessor assumes no control over the manner or method of the operation by the Lessee of the undertaking herein provided for, or the employment of the Lessee's personnel. The Lessor will not be liable for the loss of or damage to any article belonging to the Lessee regardless of whether such loss or damage is due to the negligence of the Lessor, its officers, agents or employees. The Lessor will not be liable for the loss of or damage to any property handled by the Lessee in the operations of the premises, nor will the Lessor be liable for any injuries to persons or property sustained as the result of anything done or not done by the Lessee.
- 14) The Lessee agrees to deliver up the premises at the expiration of the lease in as good order and condition as at the beginning of the term of the lease, fire or other unavoidable accidents excepted.
- 15) If the Lessee fails to comply with any of the terms and provisions of this contract, then all of its rights hereunder shall terminate at once, and the Lessor may enter the premises and expel the Lessee therefrom without prejudice to other remedies. Notice to quit possession and every other formability is hereby expressly waived by the Lessee in case of default or violation of any of the terms of this contract.
- 16) The rights of the Lessee hereunder do not include any concession privileges except as agreed upon with the Lessor.
- 17) The Lessee agrees to recognize and admit any representative of the Henderson County Parks and Recreation Department upon presentation of credentials.
- 18) Any equipment other than equipment furnished in the facilities shall be brought in, set up and removed at the Lessee's expense. Any equipment destroyed, stolen or abused must be replaced by the Lessee.
- 19) The Lessor will furnish heat, water and electricity, providing the requirements do not exceed normal operating loads. Additional requirements will be predetermined, insofar as possible, noted in the contract and charged for at prevailing rates. The Lessee agrees to support all cost involved in providing these additional utilities.
- 20) **The Lessee will not possess, consume or deliver alcoholic beverages, fortified and unfortified wines** as described in North Carolina Statutes 18A-2, in the aforementioned facilities.
- 21) **The Lessee will not possess, consume or deliver non-prescription drugs or illegal substances** as defined in North Carolina General Statutes 90.95, in the aforementioned facility.
- 22) If the Dana Community Center building is being rented, the Lessee will be responsible for all garbage. The Lessee may leave bagged garbage inside the facility of which the maintenance crew will dispose.
- 22) It is understood and agreed that this contract is subject to cancellation if and when the Lessor, in its discretion, finds any unsafe or unhealthy conditions in existence at the facility, provided that at least one hour before the effective time of such cancellations, Lessee is verbally notified at telephone number \_\_\_\_\_, Address \_\_\_\_\_.
- 23) The Lessee will contact Henderson County Parks and Recreation Department, Lessor, telephone number 697-4884, one week before the rental to make arrangements for occupancy.
- 24) This agreement represents the entire agreement between parties hereto and cannot be altered by any verbal agreement, nor can it be altered by any written agreement unless such alteration is approved by the Lessor.

IN TESTIMONY WHEREOF, the parties named have duly executed this instrument as of the day and year first written above.

IDENTITY OF LESSOR

By: Henderson County Parks and Recreation Department  
Signed: \_\_\_\_\_  
Title: \_\_\_\_\_

IDENTIFY OF LESSEE

By: \_\_\_\_\_  
X Signed: \_\_\_\_\_  
Title: \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, the deposit of \_\_\_\_\_ and fee of \_\_\_\_\_ were received. Receipt # \_\_\_\_\_

\_\_\_\_\_  
Signature of Recipient

**Statement of Disclaimer**  
Public Use Policy  
County of Henderson

In renting, leasing, or making available the County of Henderson's facilities and grounds, neither the Henderson County Board of Commissioners, nor the Henderson County employees, assume any responsibility for the loss of or damage to any property placed on the premises by the user, or for loss or damage of any property or personal effects, including but not limited to, vehicles and its contents, or for any injury to the user, its members, employees, agents, guests, or participants, all of whom, hereby agree to hold the County of Henderson, the Henderson County Board of Commissioners, the County Manager and County employees harmless for any loss or damage sustained while using Henderson County facilities and grounds.

The County of Henderson is committed to providing opportunities in access and employment in all programs, services, activities, grounds and facilities without regard to age, sex, race, color, religion, national origin, creed, political affiliation, or disability.

I have read and agreed to the policy for using the County of Henderson's facilities and grounds.

Organization / Group Representative:

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Signature	Title	Date
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Print Name and Title

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Approved \_\_\_\_\_

Denied \_\_\_\_\_

County Manager or Designee:

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Signature	Title	Date
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Policy on Public Use of Facilities and Grounds  
List of Optional Considerations  
July 18, 2007

The following are items for consideration during the process of establishing a Policy on Public Use of Facilities and Grounds:

1. Proposed Policy Item #3 limits political party use is different than the historic practice in Henderson County, especially during those times when the various political parties don't have permanent headquarters.
2. Within the policy as proposed (Item #3), political candidates will not be permitted to hold fund raising events within County facilities or grounds. Currently, Jackson Park is used for these types of events.
3. The courthouse was used for a wedding a few years ago. This would not be permitted now (Item #2) without a specific motion from the Board.
4. Proposed Policy Item # 10 differs from school's policy. The schools provide maintenance personnel, for whom the user must pay.
5. The Foothills Highland Games have used weapons for historical demonstrations at Jackson Park. With this policy (Item #16), they will need to get a specific motion from the Board to possess weapons for future events.