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##### 5.10.10.010. Purpose.

There has been a lot of research concerning the occurrence of concussions in youth sports and activities. This policy is established to educate participants, parents, volunteer coaches and staff on concussions and head related injuries. We will also give direction to all parties involved on what steps to take to determine if a participant has suffered a concussion or head injury; also the type of medical professionals to see and what steps to follow to return to participation.

##### 5.10.10.020. Recognition of Concussions – Signs and Symptoms.

A concussion is a type of mild traumatic brain injury that interferes with the normal function of a brain and is defined as “a complex pathophysiological process affecting the brain, induced by traumatic biochemical forces.” It occurs when there is a direct blow to the head that causes the brain to be rocked back and forth or twisted inside the skull. It can also occur from an indirect blow, coming from somewhere else on the body and transmitted to the head. A concussion can cause loss of consciousness, but this does not always happen or have to happen to suffer a concussion.

#### A. Observed Signs.

- 1 appears dazed or stunned
- 2 is confused
- 3 forgets plays or instructions
- 4 unsure about events (game, score, opponent, day, month etc.)
- 5 moves clumsily (altered coordination, unstable)
- 6 has balance problems
- 7 shows behavior or personality changes

- 8 responds slowly to questions
- 9 forgets events prior to incident
- 10 forgets events after incident
- 11 losses consciousness (any amount of time)

B. Symptoms.

- 1 headache
- 2 fatigue
- 3 nausea or vomiting
- 4 double vision, blurry vision
- 5 balance problems, dizziness
- 6 sensitive to light or noise
- 7 feels sluggish, hazy, foggy or groggy
- 8 problems concentrating or remembering
- 9 confusion
- 10 does not "feel right"

**5.10.10.030. Concussion Education for Parents, Participants, Volunteer Coaches and Staff.**

A. At time of registration, parents/guardians will be asked if they are aware of Spanish Fork Parks and Recreation concussion policy. They will not be able to register their son/daughter for any program unless they agree to follow the terms and guidelines of the policy.

- 1 Concussion Policy will be posted at the Parks and Recreation Office and online at [www.spanishfork.org](http://www.spanishfork.org).

B. Parents/guardians need to be aware of the additional information entitled "Heads Up: Concussion in High School Sports - A Fact Sheet for Parents."

- 1 CDC's Information Fact Sheet for Parents will also be available at [www.spanishfork.org](http://www.spanishfork.org) and CDC's website: [www.cdc.gov/concussions](http://www.cdc.gov/concussions).

C. Volunteer Coaches will be trained on and reminded of Spanish Fork City's Concussion Policy at all team tryouts, drafts and coaches meetings.

- 1 Coaches will be given a copy of the CDC's "Heads Up: Concussion in High School Sports - A Fact Sheet for Coaches."
- 2 CDC's Information Fact Sheet for Coaches will also be available at [www.spanishfork.org](http://www.spanishfork.org) and CDC's website: [www.cdc.gov/concussions](http://www.cdc.gov/concussions).

- D. Staff will consist of: program coordinators/supervisors, site supervisors, officials and all others that are employees of Spanish Fork City.
- 1 Staff will be trained by use of CDC's "Heads Up" video, information sheet and Spanish Fork City's policy.
  - 2 Staff will be given printed material along with Supervisors training to make decisions in the best interest of the participants.

**5.10.10.040. Removal from Play.**

A. Any participant who exhibits signs, symptoms or behaviors consistent with a concussion (such as loss of consciousness, headache, dizziness, confusion, or balance problems) shall be immediately removed from practice or sporting event and shall not return to participation until cleared by an appropriate health Care Provider.

B. Coaches, parents (not opposing coach or parent) or any Spanish Fork City Staff that suspects a participant of sustaining a head injury or contact that causes signs and symptoms of a concussion will immediately remove the affected individual.

**5.10.10.050. Returning to Play.**

A. To be eligible to return to play, the participant must be seen by a qualified Healthcare Professional who is trained in management of concussions and who:

- 1 is licensed under Utah Code, Title 58, Division of Occupational and Professional Licensing Act; and
- 2 may evaluate and manage a concussion within the healthcare provider's scope of practice; and
- 3 has, within 3 years, successfully completed a continuing education course in the evaluation and management of concussions. HB204, 26-53-301

B. Participant must obtain a written doctor's release from their Healthcare Provider which must be returned to the Spanish Fork Parks and Recreation Office.

- 1 Doctor's release forms must be turned in to Spanish Fork Parks and Recreation Office, not the participant's coach.
- 2 Once the release form is returned to Spanish Fork Parks and Recreation Office, someone from that office will call the coach and tell them that participant is ready to return to play.

## 5.10.20. Special Events Policy.

### 5.10.20.010. Purpose.

### 5.10.20.020. Definition.

### 5.10.20.030. Facilities.

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### 5.10.20.060. Insurance.

### 5.10.20.070. Fee.

### 5.10.20.080. Deposits.

### 5.10.20.090. Prohibitions.

### 5.10.20.010. Purpose.

The purpose of this policy is to designate those public facilities where special events may take place, impose appropriate conditions, establish a fee, and establish a permitting process in order to protect the health, safety, and welfare of the residents of the City.

### 5.10.20.020. Definition.

A special event is defined as a non-city sponsored event which uses City owned facilities in order to accommodate the expected number of participants/spectators. An event which requires additional accommodations, whether or not supplied by the City, such as tents, temporary buildings, etc. is considered a special event. Examples are dances, concerts, company parties, large church gatherings, and similar events. A special event is not a private social gathering (family reunion etc.) which uses a public park, pavilion or other facility at or below its posted occupancy level. An event which anticipates attendance of 200 or more persons will generally be considered a special event.

### 5.10.20.030. Facilities.

Special events which include concerts, dances, or which involve the presence of animals are limited to those facilities located at the Fairgrounds.

### 5.10.20.040. Application Process.

A special events application shall be fully completed and submitted to the Parks and Recreation Department at least 30 days prior to the scheduled event. Each application will be reviewed by each appropriate city department. Each involved department may impose appropriate conditions and requirements to protect the

health, safety, and welfare of the public, which conditions shall also include a time limit, to be no later than 1:00 a.m.

**5.10.20.050. Conditions.**

Conditions imposed may include, but are not limited to, the following:

1. Conditions relating to safety such as:
  - a. Emergency vehicle access;
  - b. Fire protection;
  - c. Use of barricades, cones, no parking signs etc.;
  - d. Internal security, crowd control;
  - e. Lighting, special electrical needs;
  - f. Traffic and parking regulations, and safety;
  - g. Other public safety issues.
  
2. Conditions relating to health and sanitation such as:
  - a. First aid supplies and assistance;
  - b. Emergency medical services, including ambulance and minimum number of medical personnel;
  - c. Trash containers;
  - d. Toilet and sanitary facilities;
  - e. Minimum number of police officers, security officers, and other concerns of public safety;
  - f. A security plan to be approved by the Public Safety Director/designee;
  - g. A Requirement to provide supervisors of at least 21 years of age as determined by the Public Safety Director/designee;
  - h. Other health and safety issues.
  
3. Conditions relating to the environmental concerns such as:
  - a. Mitigation, control, elimination, or prevention of odors, noise, lights, or similar concerns.
  
4. Conditions relating to risk management such as:
  - a. Proof of workers compensation coverage;
  - b. Indemnification agreement;
  - c. Safety/loss control precautions;
  - d. Other risk management issues.

**5.10.20.060. Insurance.**

Liability insurance, with minimum limits of \$1,000,000.00 per occurrence, shall be provided by the applicant of the following types of special events. The City, its officials, officers, employees, and agents shall be named as additional insureds:

1. Concerts;
2. Dances;
3. Events involving animals;
4. Events when the applicant brings its own equipment such as trampolines, rides, games, etc.;
5. Carnivals;
6. Other events as determined on a case by case basis by the Parks and Recreation Director to protect the health, safety, and welfare of the City or its residents.

**5.10.20.070. Fee.**

The applicant shall pay a rental fee, due with the application, as established by the City. An additional fee shall be paid if an ambulance and emergency medical technicians are needed, if police officers are needed, if barricades are needed, if special lighting and/or electrical work is needed, or if other goods/services are needed and are to be supplied by City. Additional fees are due a minimum of seven days prior to the event. Fees for special lighting, electrical work, or for other goods/services must be paid prior to the commencement of the work for the special needs. These fees shall be assessed to applicant based on City's actual cost.

**5.10.20.080. Deposits.**

In addition to the fee imposed, a deposit in an amount established by the City is also required to be paid, at the time of application. If the premises are returned without damage, in as good of a condition as when obtained, clean, all conditions having been met, and no City crew or police assistance has been requested or dispatched to keep the peace, enforce the criminal laws, or respond to conditions caused by the event, or by the applicant/attendees/participants, the deposit shall be returned.

**5.10.20.090. Prohibitions.**

A. No alcohol nor tobacco, in any form, may be possessed nor consumed at City facilities during special events. No lighted candles, flammable materials, explosives, or fireworks may be brought into nor used in any city indoor facilities. Applicant shall be required to comply with and obey all laws, rules, regulations, and

ordinances, whether Federal, State, or City, including the City noise ordinance. Occupancy limits for the Facilities used must be obeyed.

B. Drinking water for the event is to be supplied by the applicant, if not present at the facility. Concessions require a City Business License and Utah State Sales Tax Certificate and number. Food concessions also require a Food Handlers Permit, issued by the Utah County Health Department, in addition to the other permits.

*Adopted by CC motion 12/21/04*

## 5.20. SPANISH OAKS GOLF COURSE.

### 5.20.10. General Conditions

#### 5.20.10.010. Passes.

#### 5.20.10.020. Rates and Fees

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#### 5.20.10.040. Driving Range

#### 5.20.10.050. Course Opening/Closing

#### 5.20.10.060. Power Carts

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### 5.20.20. Specific Conditions of Use

#### 5.20.20.010. Terms and Conditions of Use

### 5.20.30. Code of Conduct

#### 5.20.30.010. Conduct Goals

#### 5.20.30.020. Conduct Rules

### 5.20.40. Employee Golf

#### 5.20.40.010. Golf Privileges

#### 5.20.40.020. Volunteer/Marshal

#### 5.20.40.030. Employee Dress

### 5.20.10. General Conditions

#### 5.20.10.010. Passes.

Passes are non-transferable and are valid March 1 through November 30 when the golf course is open to the general public. There are no refunds for Season Passes except in the case of serious illness or injury verified by a doctor's certificate. Refunds will be made minus pass holders usage based on information provided by the 4 Reservations point of sale system and the discretion of the Golf Professional.

5 DAY PASSES include Single, Couple, Junior and Senior. They are only valid Monday through Friday when the course is open to the general public for play, not including holidays. A Senior is considered 62 years of age or older and a Junior is 18 years of age or younger.

7 DAY PASSES include single and couple. The bearer is allowed to play golf 7 days a week when the golf course is open to the general public for play. A

Couple is defined as two individuals who are joined by civil marriage or by civil union.

The following will be adhered to by all pass holders:

- All Pass Holders must check in with the Pro Shop Starter prior to teeing off.
- All Pass Holders must pay for a cart when taking a cart.
- All Pass Holders must check with the Pro Shop Staff after finishing their 9 or 18 hole round that they originally signed up for prior to playing additional holes. Carts must be paid for prior to continuing play.
- All pass holders using their own cart must pay a trail fee.
- All pass holders must abide by course policies and procedures.
- Being a season pass holder at Spanish Oaks Golf Course does not confer any right to participate in its management or operation; nor does it convey any ownership interest in the golf course, clubhouse or any other amenities. All season pass fees, dues, green fees, cart fees and other charges, and all rules and regulations are subject to change at any time in the sole discretion of Spanish Fork City.
- Non-pass holders have the same access to the course as pass holders.
- The course may at times be reserved for outings and tournaments which would not allow pass holder access to the course.
- Passes are not valid for outside outing tournaments

#### **5.20.10.020. Rates and Fees.**

All Rates and Fees for the Spanish Oaks Golf Course are set annually by the Spanish Fork City Council. Season Passes are to be paid in full at the time of purchase. Green fees are not to be applied toward the balance of a season or punch pass.

Weekend rates and course use restrictions apply to Friday, Saturday, Sunday and all recognized Federal Holidays.

Rain Checks are to be applied on a pro rated basis based on the number of holes played and issued through the 4 Reservations point of sale system.

#### **5.20.10.030. Reservations Events and Outings.**

Tee times may be reserved 7 days in advance for the general public. Groups of 12 or more may reserve tee times up to 3 months in advance. For groups of 8 or more a credit card number must be taken in the 4 Reservations System.

Men's and Ladies Events are competitive events administered by the Golf Professional or designee. The players shall pay a tournament entry fee and compete for golf shop credit. Some events may require a green fee to be paid. In these events Season Passes are allowed.

Outings are events administered by an outside entity. The outside entity will complete a Tournament Contract and collect the appropriate fees from the players. The outside entity will pay a greens fee for all players whether or not the player is a season pass holder.

**5.20.10.040. Driving Range.**

A player must hit from designated areas on the range. A player may not re-hit balls he/she or anyone else has hit unless approved by the Golf Professional. Range balls and baskets may not be taken off the driving range or onto any other part of the golf course. Anyone found in violation of the range rules will be prohibited from future use of the driving range.

**5.20.10.050. Course Opening/Closing.**

The golf course may be closed for designated tournaments, outings, inclement weather or course maintenance at the discretion of the Golf Professional or his designee. The golf course may delay opening to the general public due to tournaments, outings, maintenance, inclement weather or frost. The re-opening of the golf course is at the discretion of the Golf Professional or his designee.

**5.20.10.060. Power Carts.**

Power carts are to be operated by those individuals who are in possession of a valid driver's license and have reached the age of 16. Only 2 riders are permitted in a cart at a time. No carts are permitted on the greens, tees, or aprons. Carts must stay on the cart path if one is provided. All carts must obey the informational and directional signs placed throughout the golf course. All carts shall not enter any area that is roped or chained off. Anyone found in violation of the power cart rules may be asked to leave and may be prohibited from future use of the power carts.

**5.20.10.070. Spectators or Caddies.**

Spectators or Caddies are permitted on the course at the discretion of the Golf Professional.

**5.20.10.080. Pets.**

Pets are allowed at the discretion of the Golf Professional.

**5.20.10.090. Stray Ball.**

Spanish Oaks Golf Course and Spanish Fork City are not responsible for any damage done by a customer or any stray ball struck by a customer

either on the golf course or driving range. This includes damage done to homes or property surrounding the golf course, cars or pedestrians on Powerhouse Road or River Bottoms Road or Canyon View Park / Trails and other surrounding areas. The customer is responsible for any damage done by his/her golf ball.

#### **5.20.20. Specific Conditions of Use.**

##### **5.20.20.010. Terms and Conditions of Use.**

Any person, by virtue of purchasing a greens fee, season pass or obtaining any other means of access to the Golf Course, consents to the following terms and conditions of use:

- Spanish Oaks is operated for the purpose of golf. During the golf season the golf course shall not be used for any purpose other than golf. Running, walking, jogging, and other non golf activities shall not be allowed. No person shall be entitled to play at Spanish Oaks Golf Course or be on or about the course without first having registered in the PRO SHOP.
- All players must wear proper attire. Denim is ok as are t-shirts and tank tops. Only golf shoes with soft spikes are allowed, no metal spikes. No bear feet, no soccer, baseball, or football cleats allowed. Shirt must be worn at all times. The PRO SHOP or The Golf Professional or his designee may deny any patron access to the course if their attire is considered inappropriate or offensive.
- All play will start from the first tee unless otherwise directed by the Golf Professional or PRO SHOP. All play will continue in a sequential manner.
- All players, with the exception of those with reserved tee times, shall be served on a first come first served basis. Golfers may be grouped by PRO SHOP PERSONNEL into twosomes, threesomes or foursomes as deemed appropriate. Fivesomes will be allowed at the discretion of the PRO SHOP, only when doing so will not substantially impair the play of others or maintenance functions.
- Power carts are to be rented on a per person per ride basis. This allows for single riders in a cart. At no time shall a player who has not paid for a cart rental ride in a cart, even for short distances. Players found to be doing this will be required to pay a cart rental fee regardless of the amount of actual use. The PRO SHOP will group the players into the fewest carts possible to conserve battery use, and wear and tear to the

golf course and golf carts. The customer is responsible to pay for any and all damage done to the cart while in their possession.

- It is the responsibility of the players to repair their ball marks on the greens, to replace their divots on tees, fairways, and rough, to rake footprints and club marks on the bunkers, and to otherwise maintain the course in good playing condition.
- Players are expected to keep pace on the golf course. Slow play will not be allowed. 18 holes should be played in 4:00 – 4:15 or less.
- In the event the MARSHALL / PRO SHOP or Golf Professional or his designee concludes that a match, group or individual is holding up play and said group or individual refuses (or is unable) to speed up play, the match or group may be directed to leave the golf course or to allow other groups to play through.
- No person shall fail, neglect or refuse to comply with, or refuse to obey the lawful directive of any designated employee of Spanish Oaks Golf Course or other authorized personnel, or fail, neglect, or refuse to comply with or obey any instruction, direction, rules, regulation, warning, or prohibition, written, printed, or displayed on the golf course.
- No person shall sell or offer for sale any object, merchandise, food, beverage, or service at the golf course except with the written permission of the Golf Professional.
- The current Golf Professional and his assistants or designees are the only people authorized to teach or instruct players at or on the golf course. All others must have written or verbal permission from the Golf Professional before giving lessons for a fee.

### **5.20.30. Code of Conduct.**

#### **5.20.30.010. Conduct Goals.**

It is the goal of Spanish Fork City and Spanish Oaks Golf Course to provide an enjoyable golf experience for the golfing public. It is required that all pass holders, patrons, and members of the public conduct themselves in a manner consistent with this goal and so as to not interfere with the reasonable enjoyment of the facility by others. Proper decorum is required at all times.

**5.20.30.020. Conduct Rules.**

The Golf Professional or designee may, based on the severity of conduct, direct any pass holder, patron, member of the public to leave the golf course property for the remainder of the day for conduct which is not in the best interest of the Spanish Oaks Golf Course, including, but not limited to, any offense set forth below. Further, the Golf Professional may, based on the severity and/or repeated nature of the conduct, SUSPEND or EXPEL any pass holder, patron, or member of the public for conduct not in the best interest of Spanish Oaks Golf Course, including, but not limited to, any of the offenses set forth below.

- Failure to abide by the rules and regulations set forth herein;
- The use of abusive, vulgar or inappropriate language or behavior toward PRO SHOP PERSONNEL, STARTER, RANGER, CONCESSIONS, MAINTENANCE STAFF, or members of the public including other patrons on the golf course.
- Failure to follow the directives of PRO SHOP PERSONNEL, RANGERS OR STARTERS.
- Flagrant and intentional disregard for golf course signage.
- Endangering the welfare of any person.
- Destruction of City property.
- Unauthorized use or destruction of the personal property of the City of Spanish Fork or others.
- Theft.
- Intentional damage to the golf course, or any improvements thereto, in excess of that which is expected in the normal course of play.
- The operation of a golf cart in an unsafe and/or destructive manner.
- Fighting.
- Littering.
- Violation of rules relating to the use of alcohol on the golf course.
- Use of illegal drugs while on the premises.
- Entering onto the course without first checking in with the PRO SHOP and paying the PRO SHOP PERSONNEL for greens fees or cart fees.
- Any other violation of local, state or federal law.

**5.20.40. Employee Golf.****5.20.40.010. Golf Privileges.**

All Spanish Oaks Golf Course employees shall receive free golf and carts on a space available basis. Golf Course employees shall not attempt to play during busy peak times such as holidays and busy weekend days. Golf Course employee play will be determined by the PRO SHOP STAFF.

Playing privileges may be revoked at any time by the Golf Professional for any reason.

Guests and family of Seasonal / Part time employees must pay for green fees and cart fees.

**5.20.40.020. Volunteer/Marshal.**

All volunteers/marshals will be given a voucher good for 9 holes with a cart for each 2-2.5 hours worked. This voucher may be used anytime and is non-transferable.

**5.20.40.030. Employee Dress.**

A professional and business image must be presented to the customers we serve. All clothing should be in good condition, not torn, ragged, or extremely faded. Collard shirts are required for all pro shop staff. Shorts are OK for cart staff as well as an issued Spanish Oaks uniform staff shirt. Shoes must also be worn by cart staff. No sandals or flip flops.