

MOBILE PARKLET POLICY

Background

The City of Graham ("City") Graham Recreation and Parks Department ("GRPD") has commissioned, through assistance from Leadership Alamance and Impact Alamance, the creation of a Mobile Parklet (as described below) to be utilized for the enjoyment of the public. A parklet is a small seating area or green space created as a public amenity on or alongside a sidewalk. While most parklets are typically permanent or semi-permanent, as a condition of the funding, the Mobile Parklet commissioned by GRPD, is designed to have the capability of being relocated throughout Alamance County so that other municipalities and locations ("Hosts") may have access. The Mobile Parklet is a 22' x 8.5' feet (22' x 16' with required ramp extended) steel structure that can be loaded onto a truck and moved to designated spaces within Alamance County. The Mobile Parklet will feature public seating, as well as other amenities which may include, but not limited to tables, umbrellas, plants and lighting.

Purpose

It is the purpose of this Policy to: 1) establish ownership and maintenance of the Mobile Parklet; 2) determine the permitted and prohibited uses of the Mobile Parklet; and 3) provide any additional guidelines and policies, as needed, for future locations or additional Mobile Parklet commissions.

Policy

Any Host desiring to use the Mobile Parklet shall agree to be bound by the conditions contained in this Mobile Parklet Policy ("Policy").

- 1. Ownership.** At all times, the Mobile Parklet shall remain the property of the City of Graham. No legal title or any other interest in private property shall be deemed or construed to have been created by anything contained in this Policy.
- 2. Maintenance and Management.** In general, GRPD shall be responsible for the operation, maintenance and management of the Mobile Parklet. While on a Host's site, the Host shall:
 - i. Insure the Mobile Parklet is covered by the Host's insurance policy
 - ii. Maintain the Mobile Parklet in a wholly safe condition
 - iii. Maintain any and all stands, tables, chairs, and other structures, and the grounds within 15 feet of the parklet in a clean manner, free of all waste, rubbish, accumulation of garbage, papers, and debris
 - iv. Perform general maintenance, including trash removal
 - v. Permit free and unobstructed ingress and egress to, from, and around the Mobile Parklet for the protection or facilitation of pedestrian traffic
 - vi. Properly store and dispose of all waste matter and keep the Mobile Parklet and adjacent sidewalk free and clear of rubbish, trash and waste materials
 - vii. Complete, to the satisfaction of the City of Graham, any necessary repairs needed to repair damage incurred to the Mobile Parklet while on a Host's site
- 3. Placement Schedule.** To insure equitable access to the Mobile Parklet, a request to host the parklet shall be completed by all potential Hosts and reviewed by the City or GRPD. Host considerations will include, but not limited to:
 - i. Location within Alamance County
 - ii. Insure a safe location
 - iii. Ability to secure appropriate insurance
 - iv. Maintain access to the general public

- 4. Designated Location.** Placement of the Mobile Parklet shall be approved by representatives of the City of Graham and the potential Host. Decision on the final placement shall be made by the City of Graham. The following will be taken into consideration when determining a site for the Mobile Parklet:
- i. Distance to intersections, driveways, sidewalk ramps, and other transportation infrastructure
 - ii. Grade of potential site
 - iii. Proximity to manholes or other utility access and to fire hydrants or stand pipes
 - iv. Proximity to bus lanes or loading zones
 - v. Location on bridges, NC Department of Transportation (NCDOT) roads, and streets with a posted speed limit of 35 mph or more
 - vi. Adequate space for drop off and pick up
- City of Graham staff shall transport the Mobile Parklet to each Host site. While use of the Mobile Parklet shall be free of charge, a Host will be charged a \$50 transportation fee for each use. A window of one week shall be granted to City of Graham staff for delivery. This timeframe should be considered when scheduling the Parklet.
- 5. Use Restrictions.** Host agrees that it shall:
- i. Prohibit any use of the Mobile Parklet except as specified in this Policy;
 - ii. Prohibit a public nuisance on the Mobile Parklet;
 - iii. Prohibit any hazardous substances on the Mobile Parklet;
 - iv. Prohibit an implied dedication of the Mobile Parklet;
 - v. Prohibit anything that disturbs or damages the parklet, or the public infrastructure;
 - vi. Prohibit commercial advertising of any kind, or non-commercial advertising of any kind without the advance written approval of GRPD;
 - vii. Prohibit any structures on the Mobile Parklet unless specifically permitted by this Policy;
 - viii. Prohibit the use of illegal substances on the Mobile Parklet Location;
 - ix. Prohibit fires or heaters on the Mobile Parklet;
 - x. Prohibit personal property to be stored on the Mobile Parklet unless specifically permitted by this Policy.
- 6. Public Use.** The Mobile Parklet shall at all times be open for public use. The Mobile Parklet shall be designated as a 'No Smoking' area.
- 7. Alterations or Improvements.** Except as otherwise stated herein, Hosts shall not make alterations in or additions to the Mobile Parklet without first obtaining written consent from the City or GRPD.
- 8. Entry.** City or GRPD may enter the Mobile Parklet at any time, for any reason, including inspecting the Mobile Parklet and/or Mobile Parklet location to determine Host's compliance with the terms of this Policy or Applicable Laws.
- 9. Relocation for cause.** If at any time, the City or GRPD determines, in their sole discretion, the Host is not in compliance with the terms of this Policy or Applicable Laws, the City or GRPD may have the Mobile Parklet re-located and may refuse to allow the Host, who breached this policy, future hosting privileges to the Mobile Parklet. The City of Graham also reserves the right to relocate the parklet if access is needed to public infrastructure for maintenance or repair.
- 10. Amendment.** This Policy is subject to change at any time and for any reason at the direction of the City of Graham.
- 11. Disclaimer.** The placement of the mobile parklet shall be at the risk of Hosts, and the City and GRPD shall not be liable for any loss of or damage to the area of placement resulting from any cause whatsoever. Neither the City nor GRPD shall be responsible for any loss or damage to personal property on the Mobile Parklet. The Mobile Parklet is provided as-is, including all defects known and unknown, and the City and GRPD make no representations or warranty, express or implied, as to the nature or

condition of the Mobile Parklet, compliance of the Mobile Parklet with applicable law or any encumbrances, restrictions and conditions which may affect the Mobile Parklet area of placement. Nothing herein contained shall be deemed to confer upon any third person any right against the City or GRPD, or to vest in said third person any cause of action against the City or GRPD, or to authorize any such person to institute any such suit or suits against the City or GRPD, other City Departments, Council, Board, Offices, Employees or Agents.

12. **Insurance.** Each Host of the Mobile Parklet shall provide insurance coverage as specified under the City of Graham Code of Ordinances section 18-2(c)(1)g.
13. **Indemnification and Release.** Host agrees to defend, indemnify, and hold harmless the City or GRPD, its departments, commissions, boards, officers, employees or agents, from and against all actions, causes, suits, demands, losses, and liabilities, including the cost of litigation and reasonable attorney's fees, by reason of injury (including death) to persons and damage to property in any way arising in connection with this Policy.
14. **Headings.** The headings in this Policy are for convenience and reference only and are not intended to, and shall not, define or limit the scope of the provisions to which they relate.