

**City of Southlake
Policies and Procedures**

Policy:	Facility Use Policy
Source:	City Council
Category:	Facilities
Effective Date:	March 3, 2010
City Council Approval Date:	March 2, 2010

I. Statement of Purpose

The City of Southlake has several facilities that offer opportunities for public use. The Facilities Use policy is a guideline for the management of these public facilities. The adoption of this policy will replace the Town Hall Use Policy as well as the DPS Use Policy.

For information about available facilities and associated staff contacts, please see Attachment A.

II. Definitions

- a. Business Hours: Business hours for the designated public use rooms in Southlake facilities are 8:00 a.m. – 5:00 p.m., Monday through Friday.
- b. Deposit: Amount established in the City's fee schedule, provided at the time of the room reservation, to be kept by the City in the event that after usage, the facility is damaged beyond normal wear and tear and requires cleaning and/or repair.
- c. Fee Schedule: The annual, City-adopted schedule which lists all fees associated with reserving community rooms.
- d. Not-for-Profit: A group organized for some charitable, civil or other social purpose which does not entail the generation of profits for shareholders.
- e. Off-Duty Officer: City of Southlake Department of Public Safety police officer hired to attend meetings occurring outside of business hours.
- f. Resident: Citizen who lives within the city limits of Southlake.

III. Building Use Disclaimer

Use of all Southlake public facilities shall be for the primary purpose of conducting official business on the behalf of the City of Southlake. Tarrant County also has a priority to use public meeting rooms in Town Hall to conduct its business. Meetings of the City Council and/or Tarrant County, City and/or County Committees, City and/or County appointed boards and commissions and City and/or County departments shall take precedence over other community uses of facilities.

The City of Southlake shall have the authority to schedule priority functions that may necessitate the removal of community use activities previously scheduled. If such change is required, the appropriate staff person shall notify the contact person identified on the reservation request form as soon as possible and will attempt to suggest and offer space in another City facility to hold the event.

As the county is a partial owner in the Town Hall facility, they may schedule events in their areas (identified in the interlocal agreement entered into by the City and County) as desired; however they will coordinate all scheduled meetings outside of their designated areas with the City Manager's Office.

IV. **General Guidelines**

- a. **Building Use:** City facilities are not available to for-profit, for commercial uses or for the promotion or sale of products. Facilities are available for public uses, community benefits and not-for-profit uses, unless otherwise restricted. Approval for events or meetings in city facilities will be considered in accordance with the following criterion:
 - i. The requesting organization is a not-for-profit organization.
 - ii. The request is reasonably related to City or County business.
 - iii. The requesting organization is based in Southlake, that is its Post Office address is a Southlake address, or that a majority of its members, including officers, reside in the City of Southlake, or that the proposed use is deemed a community benefit.
 - iv. The event is requested in sufficient lead time for staff to determine impact on the facility and previously scheduled events.
 - v. The sponsoring organization agrees to indemnify and hold harmless the City and its agents and is capable of carrying sufficient liability insurance as may be required.
 - vi. The sponsoring organization will provide a deposit and any other necessary fees as may be required by the City's fee schedule.
 - vii. The event will not cause detrimental impact to City staff and available resources, or to the physical capacity of the requested location to host the vent including but not limited to:
 1. The parking capacity at the requested location and the potential impact of the requested event on other planned events
 2. The number of planned participants and the traffic impact upon the requested location
 3. Other scheduled events and/or uses of the requested location that increase the usage of the requested location above the recommended capacity.

Appropriate staff as designated by the City Manager or her designee may approve events that meet the criteria described. If the event does not meet these criteria, or the application is denied, the requesting organization may petition the City

Manager for review and recommendation of approval or denial to the City Council. The City Council's decision shall be final.

Use of the City Council Chambers and Executive Conference Room shall be reserved for City of Southlake decision-making and other appointed bodies.

- b. Application Submission: Written requests in the standard format for reservations shall be submitted to the appropriate staff for review. In order to consider a request, the City of Southlake must receive the Facility Use Request form within at least ten (10) business days prior to the requested time. See Attachment B for form.
- c. Application Review: Staff shall review all requests and notify applicant of approval or disapproval within two business days of submission.
- d. Cancellation and Scheduling of Multiple Dates: The City of Southlake requires notice of any cancellations within a forty-eight (48) hour period prior to the reservation time. Failure to comply will be grounds for the City's denial of the privilege or reserving facilities in Southlake in the future.

In order to maximize the availability of the facility for community use, consideration of requests will be on a case-by-case basis. Multiple dates for community use submitted at one time will not be approved. Community groups that would like to use the rooms on an ongoing weekly or monthly basis may submit one reservation request for three months worth of use. During the last month of the current reservation quarter the group may then submit a request for another three month segment of use.

- e. Alcohol: The use of alcohol at City facilities is not allowed. However, for events held outside of normal business hours, a variance to this requirement may be granted upon request, at the discretion of the City Manager. A variance shall not be granted by the City Manager unless a written request is submitted which demonstrates:
 - i. Special circumstances exist which are particular to the applicant's event,
 - ii. Applicant has agreed to hire an off-duty officer for the duration of the event,
 - iii. That the use of the facility by other groups will not be adversely affected by granting the variance, and
 - iv. The organization has met the following insurance requirements:

Any organization or association that desires to serve alcohol while utilizing public facilities belonging to the City of Southlake shall be required to provide proof of insurance. Such organizations shall have a general liability policy, naming the City as an additional insured for an amount of at least one million dollars (\$1,000,000) for personal injury or death arising out of any one occurrence and property damage insurance in an amount of not less than five hundred thousand dollars (\$500,000) for damage to property arising out of any one occurrence. Organizations subject to this provision shall be required to

submit to the City of Southlake proof of insurance in a form acceptable to the City Attorney prior to approval of requested variance.

- f. Smoking: Smoking is not permitted in City facilities.
- g. Possession of Firearms: Civilian possession of firearms is prohibited in City facilities.
- h. Equipment: Due to the sophisticated systems within City of Southlake facilities and limited staffing, utilization of facilities' audio / visual equipment is prohibited.
- i. Amplification During Business Hours: As community rooms are located in City facilities where the business of the City and County is operated, amplification through the use of microphones and speakers is not allowed during business hours in order to minimize the disruption to those working adjacent to or in close proximity of these community rooms.

V. **Facilities**: See Attachment A for a list of facilities available for public use.

VI. **Fees and Deposit**: A usage fee and deposit, as specified in the City's fee schedule, is to be paid prior to the usage date and within forty-eight (48) hours of application approval.

Proof of payment of the applicable fee must be received by the appropriate staff within a forty-eight (48) hour period from the approval date, or the approved request is subject to be invalidated. Deposits will be returned to the applicant upon staff review and approval of the condition of the areas utilized by the individual and/or organization. If a determination is made that the facility is damaged beyond normal wear and tear, the submitted deposit will be retained by the City.

VII. **Requirement of Off-Duty Police Officer** – At certain facilities, when events are held outside of business hours with no staff member present, the person making the reservation is required to hire an off-duty police officer to be present for the event. See Attachment A for list of applicable facilities.

The organization submitting a reservation request must pay the cost of a Department of Public Safety Police Officer to be present during the reservation period. Approval of requests during non-business hours is subject to the availability of a police officer to be present during this time. Forms for requesting an off-duty police officer are located in Attachment C of this document.

VIII. **Signage and Decoration**

Any interior or exterior decorations and signage may not be affixed to any walls, furniture, finishings, equipment, or be placed in the ground inside or outside the City facility unless prior approval is obtained.

IX. Public Art Displays

The display of public art is a permitted use in City facilities. Public art display requests are subject to the public art guidelines as outlined by the Southlake Arts Council and City Council. The placement of public art is left to the discretion of city staff, and will be addressed in the approval process. Public art is subject to all terms within the Facilities Use Policy.

X. Fundraising Events in Public Facilities

a. **Authorized Fundraising Events:** City-initiated events and events approved by the City Council as a budgeted special event are allowed in City facilities. All other fundraising events by outside organizations must meet the criteria of *Section IV.a*.

b. **Fundraising Events by Not-for-Profit Organizations:** Organizations requesting use of public facilities for fundraising events shall complete and submit an application to the appropriate staff as indicated in Attachment A. Generally, the City will grant approval only for events which meet the criteria listed in *Section IV.a* of this policy.

XI. Individual and/or Group Responsibilities

a. **Facility Setup:** The responsibility for setting up tables and chairs (if applicable) shall remain with the individuals or the organization making the reservation. The City does not provide staffing or materials to aid in the setup or cleanup of the facility.

b. **Damages:** Individuals or groups making reservations are responsible for any damage to the facility during the reservation period, and deposits may be retained by the City for damages that exceed normal wear and tear. In addition, the City reserves the right to assess additional charges for damages as warranted, and that individuals and/or groups are subject to applicable criminal and/or civil penalties. Finally, damages to the facility by individuals or groups may result in the denial of future reservation requests.

c. **Facility Clean-Up:** If applicable, tables, chairs, and any provided equipment must be returned to the original arrangement when the use of the facility is complete. Individuals and organizations must remove all trash, equipment, and other items at the end of the reservation time. Facilities must be left in good, clean condition when the activity is complete. Individuals and/or organizations making the reservation are responsible for turning off all lights and securing the facility.

XII. Compliance with Applicable Procedures, Policies and Pertinent Ordinances

Users of City facilities must comply with procedures, policies, restrictions, and all pertinent ordinances of the City of Southlake. Any questions regarding items not listed in this policy should be referred to the City Manager's Office.

XIII. Intent of Non-Discrimination

The City will not discriminate against any person or persons because of their age, sex, race, religion, color, or natural origin, nor will the City permit the individuals or organizations making the reservations to engage in such discrimination.

XIV. Releases of Liability:

The City assumes no responsibility for personal injury or injury to or loss of property brought or placed in the facility in connection with the use of the facility. By submitting the use application, the applicant agrees to indemnify and hold harmless the City of Southlake, its officers, agents, servants, and employees from and against any and all claims or suits for bodily injury, illness, death, personal injury, or property damage (including, without limitation, reasonable fees and expenses of attorney, expert witnesses and other consultants) arising out of applicant's use of the facility, or arising out of any act or omission committed by the applicant, its officers, employees, agents, guests, and invitees, in connection with the activities conducted under this agreement. **THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT SHALL SPECIFICALLY INCLUDE ANY CLAIMS ARISING FROM THE NEGLIGENCE OF THE CITY, ITS AGENTS, OFFICIALS AND EMPLOYEES.**

Attachment A
List of Available Facilities

<u>Facility</u>	<u>Available Room</u>	<u>Staff Contact</u>
Town Hall	Third Floor Training Rooms	City Manager's Office Assistant
Town Hall	Foyer Area	City Manager's Office Assistant
DPS Headquarters	Community Room	Police Services Office Assistant
DPS West Station	Community Room	Police Services Office Assistant
Senior Activity Center	Meeting room	Community Services Office Assistant
The Lodge	Entire facility	Community Services Office Assistant

Attachment B: Facility Use Request Form

Please Note: All reservations are taken on a first-come, first-served basis. Rental Fee, Deposit, and Off-Duty Officer Reservation (if necessary) are due prior to reservation confirmation.

Town Hall

- Training Room A
- Training Room B
- Training Room C
- Training Room D (kitchen included)
- Foyer

DPS Facilities

- Headquarters Community Room
- West Community Room

Community Services

- Senior Activity Center
- The Lodge

CONTACT INFORMATION

Person Responsible: _____ Phone Number: _____

Cell Phone Number: _____ E-Mail Address: _____

Address: _____ City _____ State _____ Zip _____

Alternative Contact:

Name: _____ Phone Number: _____

EVENT INFORMATION

Requested Date: _____ From: _____ AM/PM To: _____ AM/PM

Type of event/meeting/activity: _____

Detailed Information about the event, including planned activities or any equipment/special needs:*

Number of participants expected to attend: _____

Organization Represented: _____ Non-Profit: Yes _____ No _____

Is this event a fundraiser? Yes _____ No _____ Please explain: _____

Does your organization maintain a Southlake Mailing address or PO Box? Yes _____ No _____

Does your event provide a community benefit? If yes, explain below. Yes _____ No _____

Do a majority of your members, including officers, reside in Southlake? Yes _____ No _____

Will your event cause any impact on City Staff or City resources? Yes _____ No _____

Is your group willing to indemnify and hold harmless the City of Southlake? Yes _____ No _____

Does your organization carry liability insurance? Yes _____ No _____ Amount: \$ _____

Estimated space requirements for this event: _____

Estimated parking requirements _____

Number of planned participants _____

* If more space is needed, please continue on an additional piece of paper and attach to this form.

(continued on next page)

FACILITY USE POLICY COMPLIANCE:

The applicant acknowledges that the City assumes no responsibility for personal injury or injury to or loss of property brought or placed in the facility in connection with the use of the facility. **Applicant agrees to indemnify and hold harmless, and by executing this application and agreement, does indemnify and hold harmless, the City of Southlake, its officers, agents, servants, and employees from and against any and all claims or suits for bodily injury, illness, death, personal injury, or property damage (including, without limitation, reasonable fees and expenses of attorney, expert witnesses and other consultants) arising out of applicant's use of the facility, or arising out of any act or omission committed by the applicant, its officers, employees, agents, guests, and invitees, in connection with the activities conducted under this agreement. THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT SHALL SPECIFICALLY INCLUDE ANY CLAIMS ARISING FROM THE NEGLIGENCE OR THE CITY, ITS AGENTS, OFFICIALS AND EMPLOYEES.**

Please thoroughly read through the Facilities Use Policy attached to this form. By signing below, you are stating that you understand the rules and regulations pertaining to Southlake facilities and their proper use. Furthermore, you fully agree to abide by and uphold these rules throughout your reservation and leave the facility in the same condition in which you found it. Failure to abide by these rules may result in forfeiture of security deposit and denial of future use of City of Southlake facilities.

Signature of Applicant: _____ Date _____

EVENTS REQUESTING TO SERVE ALCOHOL:

With submittal of this application, the petitioner agrees to indemnify and hold harmless the City of Southlake, its officers, agents, servants, and employees, from and against any and all claims or suits for bodily injury, illness, death, personal injury or property damage (including, without limitation, reasonable fees and expense of attorney, expert witnesses and other consultants) arising out of any negligent act or omission committed of the petitioner, its officers, employees, and agents, in connection with the activities conducted under this agreement. This indemnification shall specifically include any claims arising from the negligence of the city, its agents, officials, and employees.

The petitioner at its own expenses, shall obtain and keep in force during the term of the event public liability insurance as will protect the petitioner and the City from all claims for damages to property and person, and such insurance policy shall carry the City of Southlake as an additional insured.

Signature of Applicant: _____ Date _____

IN THE EVENT OF AN EMERGENCY, CONTACT D.P.S. AT 817-743-4524 or 911

FOR OFFICE USE ONLY:

Date Received / Processed by: _____	Rental Fee: \$ _____
Date Approved: _____	Deposit: \$ _____
Approved by: _____	Date of Payment: _____
Off Duty Officer Reservation Rcvd: _____	Check _____ Cash _____ Credit _____
	Amount Refunded: _____
	Date Refunded: _____



CITY OF SOUTHLAKE



Police Department

Off Duty Work Agreement

Off-Duty Request Contacts:

Cpl. Mike Bedrich
600 State Street
Southlake, TX 76092
Phone: 817-748-8137
Fax: 817-748-8374
mbedrich@ci.southlake.tx.us

After Hours Dispatch
817-743-4522

Important Information:

The current off-duty rate is \$40.00 per hour with a two hour minimum. All forms below must be completed and returned either by submitting electronically through the submittal button on the electronic document, or by printing and signing the document and delivering it in person or by fax. If submitting electronically, the following documents are binding agreements by you, the requestor, and the Southlake Departments of Public Safety. Please see the following documents for payment information.

Innovation ♦ Integrity ♦ Accountability ♦ Commitment to Excellence ♦ Teamwork

600 State Street, Southlake, TX 76092, (817) 748-8137



CITY OF SOUTH LAKE



Police Department

Off Duty Work Agreement

The City of Southlake is pleased to offer opportunities to its police officers for off-duty assignments. However, the City must ensure that your business will agree to certain conditions before it will allow the placement of off-duty officers. These conditions are as follows:

- Members of the Southlake Police Department are prohibited from accepting off-duty assignments wherein the actual or potential use of law enforcement powers or other public safety related authority is anticipated unless such assignments are scheduled through the Southlake Department of Public Safety. Therefore, all requests for officers to work such off-duty assignments must be made through the Southlake Police Department by contacting Cpl. Mike Bedrich at (817) 748-8137. Any arrangements made with any individual officer will not be honored.
- Police Officers assigned to work off-duty assignments wherein the actual or potential use of law enforcement powers or other public safety related authority is anticipated will be paid by your business \$40.00 per hour for every hour worked by the officer. The checks should be made payable to the individual officer(s) and forwarded to the Southlake Police Department no later than ten (10) days following the date the off-duty assignment was performed. All checks should be forwarded to Southlake Police, Attn: Cpl. Mike Bedrich, 600 State Street, Southlake, Texas 76092

The Southlake Police Department believes that compliance with these conditions is necessary not only for the benefit of its officers, but also for the benefit of the public as a whole. Therefore, if your business is unable or unwilling to comply with these conditions, the Southlake Police Department may not elect to authorize its officers to work off-duty assignments for you.

Your signature below signifies that you have read this agreement and agree to comply with the conditions set forth herein for the placement of off-duty police officers.

I have read the conditions set forth in this agreement for placement of off-duty police officers and agree that _____ will comply with them. I understand that failure to comply with these conditions may result in the refusal by the Southlake Police Department to authorize its officers to accept off-duty assignments _____ offer(s).

Signature _____ Date _____

Printed Name _____ Title _____

POLICE USE ONLY	
Date Received:	Initials of Receiving Personnel:



CITY OF SOUTHLAKE



Police Department

Off Duty Work Agreement

Date of Request: _____

Company Name / Individual Requesting: _____

Mailing Address: _____

Contact Person: _____

Phone: _____ Cell: _____ Fax: _____

Email: _____

Request Information

Name of Event: _____

Location of Event: _____

Date of Event: _____ Times of Event: _____

Number of Officers Requested: _____

Additional Details:

I agree to pay the officer(s) providing the requested services within 10 business days from the date of service. I understand that I may pay the officer at the time of service, either by cash or check, or forward payment to the officer(s) within 10 business days. I understand that failure to cancel the job at least two hours prior to the vent will result in me/my company being charge the officer's two hour minimum at the current off-duty rate of \$40.00 per hour. I further understand that officers reserve the right to deny future requests for off-duty services if payments are not made within the designated time.

Signature _____ Date _____

POLICE USE ONLY	
Job Number:	Date Received:
Initials of Receiving Personnel:	Cancelled? Date Cancelled: