

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Mary Lindley, Parks, Recreation & Community Services Director 

DATE: February 3, 2006 (Meeting of February 15, 2006)

SUBJECT: Consider Resolution Revising Park Rules and Regulations Governing the Use of the Facilities in Public Parkland and Rescinding Resolution No. 2002-2006

SUMMARY

The Council is being asked to rescind Resolution No. 2002-2006 (Rules and Regulations Governing the Use of Facilities in the Public Parkland) and adopt a new resolution (Attachment A), which reflects recommended updates and changes to the existing park rules and regulations and rental fees. The rules and fees were last amended in 2002.

DISCUSSION

At their November 7, 2005, meeting, the Parks and Recreation Commission reviewed the City's existing park rules and rental fees (Resolution 2002-2006) and made several recommended changes for City Council consideration. These recommendations are based on current use practices, improved customer service, and enhanced safety guidelines. Proposed revisions are summarized as follows:

Priority Rental Status for City of Moorpark Residents:

Currently, City residents and non-residents are afforded an equal opportunity to reserve park facilities. Existing policy dictates facility use requests be accepted without consideration to the applicant's resident status, up to 6 months in advance of the rental date. It is typical for most park agencies to offer priority rental opportunities to residents by extending the rental window calendar.

- It is proposed that rental applications for the use of a park facility by Moorpark residents may be requested up to 9 months prior to event date.

- Rental applications for the use of a park facility by non-residents remain at up to 6 months prior to event.
- Rental applicants reserving a park facility more than 6 months prior to the event date must provide proof of residency.

Please note, prior to approving reservations, staff reviews any current rental agreements it has with the various youth sports groups to ensure there are no scheduling conflicts.

Cancellations:

Similar to the provision in the City's agreements with the youth sports organizations, it is proposed that rentals be subject to cancellation by the City in the event of inclement weather, as determined by the Director, or scheduling conflict with a City event with no less than 30-days notice. In such cases, all fees will be refunded.

Special Attractions:

Special attractions are generally defined as bounce houses or other inflatable amusement devices, trampolines, pony rides, dunk tanks, carnival rides, remote controlled airplanes or rockets. The proposed revisions to this section better identifies which special attractions are permitted and under what conditions and guidelines to ensure public safety, limit park property damage, reduce the City liability exposure and allow for cost recovery. Generally, all special attractions are prohibited with the exception of certain inflatable attractions under the following conditions:

- The use of inflatable attractions must be provided by an authorized vendor. An authorized vendor is one that signs a hold harmless and indemnity agreement, names the City as additionally insured on an approved insurance policy, and maintains a cash damage deposit on file with the City.
- Special attraction use fee:
 - Group 1: Direct Costs
 - Group 2: \$10 per use
 - Group 3: \$15 per use
 - Group 4: \$25 per use
- Approved inflatable attractions are limited to 20'H X 17'W X 17'D in size. (A basic "Bounce House").
- Inflatable attractions must have protective mesh netting on all sides to provide for user safety.
- A special attraction is only allowed in conjunction with the rental of a large or small park pavilion.
- A special attraction must be set up within 50 feet of pavilion rented.

- The use of inflatable attractions are limited to the following parks where adequate space is available and access is convenient: Campus Canyon Park, Mountain Meadows Park, Arroyo Vista Community Park, Peach Hill Park, College View Park, Tierra Rejada Park, and Poindexter Park.

Park Rental Group Classifications:

Current group classifications are:

- Group 1 City sponsored or co-sponsored programs.
 - Group 2 City residents, government agencies, and Moorpark non-profit organizations.
 - Group 3 Residents of MUSD and non-profit organizations not covered in Group 2.
 - Group 4 City businesses, for profit organizations (for business purposes), non City residents, organizations, and businesses (for recreational purposes).
 - Group 5 Non City residents, organizations, and businesses (for business purposes)
- It is proposed that the number of group classifications be reduced from 5 to 4 by combining the current groups 4 and 5. Group 1 has been revised to include only City co-sponsored events. The park rules and fees do not apply to City events. The proposed group classifications are as follows:
 - Group 1 ~~City sponsored programs or~~ co-sponsored programs. When deemed a community benefit, the City Council may authorize City co-sponsorship of an activity or event. Fees may involve the City's direct costs including, but not limited to: City and law enforcement personnel costs, lights and utilities, excess trash collection, security, damage to park property, or any other out-of-pocket cost incurred by the City.
 - Group 2 City of Moorpark residents and organizations that are tax exempt under Section 501 (C) (3) of the U.S. Revenue Code chartered within the City limits of the City of Moorpark and other non-profit tax exempt organizations chartered within the City of Moorpark, such as recreation/youth serving organizations, homeowners association meetings, service groups, and churches. Other governmental agencies (the County of Ventura, Moorpark Unified School District, Water Works District I, in which City of Moorpark residents are within the jurisdictional boundaries of those agencies), and their commissions, boards, or departments.

Group 3 Residents of the Moorpark Unified School District boundaries that reside outside of the City limits; non-profit service organizations not covered under Group 2; and City of Moorpark businesses and commercial for profit organizations for activities where no admission fee is charged and no product is sold (i.e.: for recreational purposes).

Group 4 Rentals involving City of Moorpark businesses and for profit organizations conducting business, non City residents not included in Group 3, non Moorpark organizations or businesses.

Rental Fees:

Fees are reviewed, evaluated and revised on a periodic basis. The proposed fee rates are based on costs associated with operations and maintenance costs, balanced with the market rate in the Ventura County and West Los Angeles County areas. The proposed fee schedule does the following:

- Standardizes fee rates based on the facility rented versus group size. The costs incurred by a typical rental for clean up and maintenance is derived by the type of facility rather than size. Fees for large groups are addressed under Additional Fees.
- Eliminates "Tournament Packages". The current fee structure is not customizable to meet the needs of the user and restricts the City's ability to assess fees commensurate with the use.
- Eliminates reservation fees for picnic tables not associated with a pavilion or gazebo.
- Eliminates fee for outdoor basketball court lights. The existing lights are now operated with a coin timer.

The proposed fee schedule can be seen in Attachment A of this Agenda Report.

Additional Fees:

Staff proposes additional fees to recover costs generated from the uses that expose the City to a greater degree of liability. Additional City staffing and law enforcement personnel may be required to mitigate the size and/or nature of a rental to protect lives and public property. The Parks, Recreation, and Community Services Director, at his/her discretion, may require additional fees to cover the cost of additional staff or law enforcement personnel, if in the City's opinion the rental poses a higher than normal risk. Proposed additional fees are as follows:

- The additional hourly fee for City staff and law enforcement personnel will be based on costs plus a percentage.
 - Group 1: Direct costs

- Group 2: Direct costs plus 15%
 - Group 3: Direct costs plus 20%
 - Group 4: Direct costs plus 50%
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- Implement a \$50.00 vendor fee and vendor permit for vendors at events (i.e. tournaments and special events).
 - Assess \$5.00 administration fee to file facility use permit. This fee is applied to all approved applications.

Deposits:

Security deposits for certain rentals are being recommended to provide protection if restitution is necessary in the case of property damage or to offset other direct costs incurred by the City.

- Security deposit for group rentals consisting of 200 or more participants, including tournaments: \$500 to \$1,000 depending on the size and facilities requested (the purpose is to insure the City can cover any damage that may occur as large rental increases risk).
- Security deposit of \$200 when renting large pavilions and \$100 for small pavilions and gazebos.

STAFF RECOMMENDATION

Adopt Resolution No. 2006-_____.

Attachment A: Draft Resolution

RESOLUTION NO. 2006-____

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, RESCINDING RESOLUTION NO. 2002-2006 AND ESTABLISHING PARK FACILITY USE AND RESERVATION FEES AND RELATED RULES

WHEREAS, a Parks and Recreation Commission has recommended revisions to the rules and fees governing the park facility use and reservations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MOORPARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. City Council Resolution No. 2002-2006 (Park Reservation Fee Schedule) is hereby rescinded and replaced with the Resolution herein.

SECTION 2. The general provisions of the Park Facility Reservation Fees and Rules Policy shall read as follows:

Section 2.1 Purpose

The purpose and intent of the City Council in adopting the Park Facility Use and Reservation Fees and Related Rules (Rules) is to provide direction to staff and the public relating to the use and rental of City park facilities. In the event of non-compliance with, or violation of, any provision herein, such shall not be deemed to affect the validity of any action taken, unless otherwise specifically provided by law.

Section 2.2 Definitions

“Director” shall mean the Parks, Recreation, and Community Services Director or his/her designee.

“Park Permit” shall mean an approved rental application, signed by the Director or his/her designee.

“Rental Application” shall mean the City’s rental application form.

Section 2.3 Enforcement

The City Manager or his/her designee is hereby authorized to implement and administer the Policy contained herein.

Section 2.4 Hours

All parks and park facilities operated by the City are available for public use from 6:00 a.m. to 10:00 p.m. The parks are closed from 10:00 p.m. to

6:00 a.m.(MMC 12.16.010). Unless otherwise noted, park restrooms and unlighted tennis courts are closed at dusk. The Director may authorize changes to the closing time for restrooms to accommodate City programs or events of community benefit.

Parks and park facilities are available for rent for a two-hour minimum; all rental time will be rounded to the nearest hour. Parks and park facilities are generally available for rentals between the hours of 8:00 a.m. to dusk. However, certain park facilities may be available for extended rental hours up to 10:00 p.m., or for more restrictive hours depending on the availability of lighting, proximity of the facility to residential units, staff availability, and the type of rental. Standard park facility rental hours are as follows:

Lighted Recreational Amenities at Arroyo Vista Community Park, Peach Hill Park, College View Park, and Miller Park (tennis courts, softball fields, and basketball courts) – 8:00 a.m. to 10:00 p.m.

All other City Parks and Park Amenities – 8:00 a.m. to dusk.

Any deviations from referenced hours must be approved in writing by the Director in the form of a Park Permit.

Section 2.5 Terms of Rental

Park facilities are available for private or personal reservation and use by individuals or groups subject to the issuance of an agreement, payment of all required fees, and any other conditions that may be imposed at the City's discretion. All rental applications must be signed by an adult of 21 years or older who shall agree to be responsible for said use. Rental applications submitted by organizations and businesses, must be signed by an authorized representative. Said groups may be required to show proof of signature authority. Park Permits are immediately revocable if false statements have been made in reserving a facility or if an individual or group willfully violates any rule or regulation established by the City. Fees shall be retained in the event the activity is terminated due to the violation of any rule or regulation, or the falsification of the rental application.

Any individual or group wishing to include a vendor selling merchandise or food for their rental activity must include the request on their rental application and secure a vending permit through the Community Development Department, if applicable. There is an additional rental fee for vendors. If the approved park permit does not include authorization for

a vendor who is subsequently on site at the request of the permittee, the subject Park Permit will be cancelled and any fees collected will be retained by the City.

Section 2.6 Application Window

Moorpark City residents and City of Moorpark non-profit organizations may submit rental applications nine (9) months in advance; all other groups may submit rental applications six (6) months prior to the requested rental date. Individuals and groups submitting rental applications more than six (6) months in advance, must provide proof of their City of Moorpark residency. Applications for use submitted any earlier than nine months (9), must be approved by the Director.

A non-refundable reservation deposit of \$25.00 or an amount equal to the total rental fee, whichever is less, will be charged to secure requested park facility rentals. Reservation will not be processed without the required deposit. Said deposit will be applied toward use fees, which must be paid in full thirty (30) calendar days prior to the rental date. If fees are not paid in full by the specified date, the reservation may be cancelled at the City's discretion. All rental requests are handled on a first come, first served basis in accordance with the resident/non-resident status rule. Requests received less than thirty (30) calendar days may be considered if staff scheduling can be accommodated and all fees paid in full. Rental applications submitted fourteen (14) calendar days prior to the requested date, if approved by the City, must be paid in full with cash, money order, cashier's check, or valid/acceptable credit card. No personal checks will be accepted.

All rentals are subject to cancellation by the City in the event of inclement weather, as determined by the Director, or scheduling conflict with a City or City co-sponsored event with no less than 30-days notice. In such cases, all fees paid will be refunded.

Section 2.7 Security Deposits

A refundable deposit may be required for an activity to be held in a public park facility. All or a portion of the deposit may be retained for clean up of facilities, any damage to the premises, and any additional staffing not included in the fees paid. Should damage or cleanup expenses exceed the amount of the deposit, the permittee shall be billed for the difference.

Section 2.8 Additional Charges

Additional charges may be levied beyond the basic rental rate if, in the opinion of the Director, additional security deposit is needed, or staff is needed to set up or clean up, supervise activities, or if the rental request contains unusual activity or accommodation requests. Such determination shall be made by the Director or his/her designee.

Section 2.9 Refunds and Credits

Park permit fees are non-refundable except under the following conditions:

- A. Cancellations due to inclement weather, at the City's discretion, or such conditions making the facility unusable. In such cases, the permittee is entitled to a full refund.
- B. If a cancellation is made 30 days in advance of the rental date, the permittee is entitled to a full refund, less \$25.
- C. In the event of illness, permittee is eligible for a credit for a future rental up to the amount paid, if the City is notified 72 hours in advance. Said credit is only good for six (6) months from the original rental date and subject to availability. It is the responsibility of the permittee to contact the City of Moorpark to cancel the reservation and request a credit before the rental date. Failure to do so will negate any consideration for a credit or rescheduling.

Section 2.10 Requesting a Reduction or a Waiver Of Fees

City of Moorpark based, Group 2, non-profit organizations may request a reduction or a waiver of fees for the use of a City park facility one time per calendar year. Reduced or waived fees will not include City direct costs, including, but not limited to, lights, staff time, excessive trash removal, or repairs to damaged facilities. Such requests must be made in writing to the Director.

Such requests must include, but not limited to, the following information: name of the organization; organization's non-profit number; purpose of the gathering; expected attendance; requested facility(ies); time and date. All requests will be considered on a case by case and a first-come/first-served basis and depend upon facility availability.

For one-day events involving 3 or less hours, such as year-end school parties or similar activities, Moorpark Unified School District (MUSD) may request a waiver of rental fees provided a park rental application is submitted and signed, and MUSD provides a signed hold harmless and indemnification agreement in a form approved by the City. Additionally, MUSD must ensure that supervision in a ratio of no less than 1 adult to 30 students is provided at all times during the rental and that the rented facility is cleaned after use. MUSD will be charged for City direct costs associated with the rental, including, but not limited to, lights and electricity, staff time if needed, excessive trash removal, or repair to damaged facilities.

Section 2.11 Right of Appeal

A permittee has the right to appeal the decision by City staff to revoke or deny a permit, levy additional charges, and/or deduct a portion of a deposit. An appeal must be filed in writing to the City of Moorpark, 799 Moorpark Avenue, within five (5) days of receiving your notification. The City Manager or his/her designee will affirm or deny the appeal in five (5) days. Any further appeal must be made in writing to the City Council within ten (10) days upon notification of the decision on the appeal to the City Manager.

Section 2.12 Liability

In order to rent a City facility, the permittee must agree in writing to hold the City harmless and indemnify the City from liability for injury or death to persons or property occurring as a result of the rental. The permittee also agrees to be liable to the City for damage to the park, equipment, buildings, or facilities arising from its rental activity. If determined necessary by the Director, certain rentals may be required to provide general liability or special event insurance, naming the City as an additionally insured on the policy. The City may choose to provide necessary insurance on behalf of the permittee, at the permittee's expense.

Section 2.13 Use of Special Attractions

Activities that create loud or distracting noises are not permitted. Amplified sound is not permitted without an approved Amplified Sound Permit. Such a permit will only be issued for City sponsored or co-sponsored events or events deemed, in the opinion of the Director, to provide a community benefit. Persons permitted to use sound amplification equipment shall do so consistent with the Moorpark Municipal Code. Use of amplified sound

without the appropriate permit will be cause to terminate the rental event. In such cases, all fees collected for the subject rental will be retained by the City and the renter will be assessed for any costs incurred to close down the rental activity, including but not limited to City staff and law enforcement personnel.

No attractions, machines, or equipment, including, but not limited to: inflatables, other than the allowed inflatables addressed in this resolution; trampolines; pony rides; dunk tanks; pitching machines; carnival rides; remote controlled airplanes and rockets and any other similar devices and projectiles; may be brought into, or used at a City park.

Inflatable attractions (example – bounce tent) may be permitted in specified parks under certain conditions. Inflatable devices may only be used in conjunction with the rental of a park pavilion and they must be set-up within 50 (fifty) feet of said pavilion. Inflatable attractions permitted for use cannot exceed 15' x 15' in size and must be enclosed to users for safety purposes. Said attractions may only be supplied by a City authorized vendor (a vendor who has signed an agreement with the City, indemnifying and holding the City harmless, provides required insurance naming the City as an additionally insured, as well as maintaining a damage deposit in the amount of \$500 on file at all times with the City). Renters requesting the use of an inflatable attraction must identify the specifications of the inflatable attraction (dimensions and design) and the name of the authorized vendor on their rental application. The inflatable device must be self-contained (inflated by a generator) and transported to the park site by a handcart. Vehicles cannot be used to transport or set up special attractions on park turf. Renters in violation of this section may be cited for violation of the Moorpark Municipal Code in addition to being required to pay for damage to landscaping, sprinklers, and/or turf as applicable.

Inflatable attractions are only allowed at Campus Canyon Park, Mountain Meadows Park, Arroyo Vista Community Park, Peach Hill Park, College View Park, Tierra Rejada Park, and Poindexter Park. The use of unauthorized attractions, machines, or equipment and the like, in a City park will result in the cancellation of the park permit. In such cases, all fees collected for the subject rental will be retained by the City and the renter will be assessed for any costs incurred to close down the rental activity including but not limited to City staff and law enforcement personnel.

Section 2.14 Decorations

All decorations must be approved by the City and must comply with Section 13-143 of the Health and Safety Code of the State of California as to flame proofing of all decorations and materials. The City shall also pre-approve location and method of installation.

Section 2.15 Clean Up

It is the responsibility of the permittee, to clean up decorations and debris from their event. In the event that excessive debris is left after the rental, a fee will be deducted from the security/clean up deposit at a rate of no less than the City's direct cost as identified in the applicable fee schedule. The Director shall make the final decision whether the security/clean up deposit will be returned. In the event the damage resulting from permittee's activity exceeds the security deposit, the City reserves the right to bill permittee for outstanding expenses. Permittee shall reimburse the City the amount due within 10 days of receipt of invoice.

Section 2.16 Responsibility for Damages to the Facility and Equipment

The use of nails, staples, screws, etc. on park walls, lights, or other facilities is prohibited. If the facility or any portion thereof, or any equipment shall be damaged, marred or defaced by the act, default or negligence of the permittee, his/her employee or employees, patron, guests, or any person admitted to the event by the renting party, the permittee will pay to the City from the cleaning/damage deposit such sums as the City shall determine to be necessary to restore the facility or such equipment to its condition prior to such damage. Should charges exceed the amount on deposit, the renting party shall be billed for the difference and allowed fifteen (15) calendar days in which to make payment.

Section 2.17 Park Rules

The permittee, his/her employee or employees, patron, guests or any person admitted to the event by the renting party, is responsible to comply with the Moorpark Municipal Code governing use of parks. Park permits are immediately revocable if any individual or group willfully violates any rule or regulation established by the City. If a park permit is revoked for a said violation, all fees collected for the subject rental will be retained by the City and the renter will be assessed for any costs incurred to close down the rental activity including but not limited to City staff and law enforcement personnel.

Section 2.18 Complaints

Complaints and comments should be sent to the Director at:

City of Moorpark
Parks, Recreation & Community Services Department
799 Moorpark Avenue
Moorpark, CA 93021

SECTION 3. The Park Rental Group Classifications

Section 3.1 Group Classification Definition

- GROUP 1 City ~~sponsored programs or~~ co-sponsored programs. When deemed a community benefit, the City, at its discretion, may co-sponsor an activity or event. Fees may involve the City's direct costs including, but not limited to: City and law enforcement personnel costs, lights and utilities, excess trash collection, security, damage to park property, or any other out-of-pocket cost incurred by the City.
- GROUP 2 City of Moorpark residents and organizations that are tax exempt under Section 501 (C) (3) of the U.S. Revenue Code chartered within the City limits of the City of Moorpark and other non-profit tax exempt organizations chartered within the City limits of the City of Moorpark, such as recreation/youth serving organizations, homeowners association meetings, service groups, and churches. Other governmental agencies (the County of Ventura, Moorpark Unified School District, Water Works District I, in which City of Moorpark residents are within the jurisdictional boundaries of those agencies), and their commissions, boards, or departments.
- GROUP 3 Residents of the Moorpark Unified School District boundaries that reside outside of the City limits; non-profit service organizations not covered under Group 2; and City of Moorpark businesses and commercial for profit organizations for activities where no admission fee is charged and no product is sold (i.e.: for recreational purposes).

GROUP 4 Rentals involving City of Moorpark businesses and for profit organizations conducting business, non City residents not included in Group 3, non Moorpark organizations or businesses.

SECTION 4. The Park Rental/Use Fee Schedule shall read as follows:

Section 4.1 Fees

The City reserves the right to make adjustments or impose additional fees on a case-by-case basis to address rental activities that, in the opinion of the City, could potentially create unusual, extraordinary, or burdensome expense to the City based on the rentals size or nature.

Section 4.2 Park Facility Permit Fees

- A. Ball field (Softball/Baseball):
 - Group 1: Direct Costs
 - Group 2: \$10 per hour
 - Group 3: \$15 per hour
 - Group 4: \$25 per hour

 - B. Ball field (Softball/Baseball) Preparation:
 - Group 1: Direct Costs
 - Group 2: \$25
 - Group 3: \$35
 - Group 4: \$45

 - C. Softball/Baseball Base Rental
 - Group 1: Direct Costs
 - Group 2: \$10*
 - Group 3: \$15*
 - Group 4: \$25*
- *\$100 deposit required*
- D. Ball field (Softball/Baseball) Lights
 - Group 1: Direct Costs
 - Group 2: \$20 per hour
 - Group 3: \$25 per hour
 - Group 4: \$35 per hour

 - E. Athletic (Soccer/Football) Field
 - Group 1: No Charge

Group 2: \$10 per hour
Group 3: \$15 per hour
Group 4: \$25 per hour

F. Outdoor Basketball Court
Group 1: Direct Costs
Group 2: \$10 per hour
Group 3: \$15 per hour
Group 4: \$25 per hour

G. Tennis Court
Group 1: Direct Cost
Group 2: \$10 per hour
Group 3: \$15 per hour
Group 4: \$25 per hour

H. Multipurpose Court (AVCP)
Group 1: Direct Costs
Group 2: \$10 per hour
Group 3: \$15 per hour
Group 4: \$25 per hour

I. Horseshoe Pit
Group 1: Direct Costs
Group 2: \$5 per hour
Group 3: \$10 per hour
Group 4: \$20 per hour

J. Horseshoes
Group 1: Direct Costs
Group 2: \$10*
Group 3: \$15*
Group 4: \$20*
**Deposit required*

K. Picnic Pavilion (Small – 50 people max)
Group 1: No Charge
Group 2: \$10 per hour
Group 3: \$15 per hour
Group 4: \$25 per hour
** Deposit required*

- L. Picnic Pavilion (Large—AVCP Pepper Tree, Poindexter Park)
 - Group 1: Direct Costs
 - Group 2: \$30 per hour
 - Group 3: \$55 per hour
 - Group 4: \$80 per hour
 - * Deposit required*

- M. Gazebo
 - Group 1: Direct Costs
 - Group 2: \$10 per hour
 - Group 3: \$15 per hour
 - Group 4: \$25 per hour
 - * Deposit required*

- N. Open Area
 - Group 1: Direct Costs
 - Group 2: \$10 per hour
 - Group 3: \$15 per hour
 - Group 4: \$25 per hour

- O. Snack Bar
 - Group 1: Direct Costs
 - Group 2: \$15 per hour*
 - Group 3: \$25 per hour*
 - Group 4: \$35 per hour*
 - *Deposit required*

- P. Electricity (electrical use other than ball field lights)
 - Group 1: Direct Costs
 - Group 2: \$5 per hour*
 - Group 3: \$10 per hour*
 - Group 4: \$20 per hour*
 - *Electricity charge shall be based on the duration of the rental agreement.*

- Q. Inflatable Attractions (must be rented in conjunction with a pavilion)
 - Group 1: Direct Costs
 - Group 2: \$10 per use
 - Group 3: \$15 per use
 - Group 4: \$25 per use

Section 4.3 Refundable Security Deposit

- A. Softball/Baseball Bases Rental: \$100 deposit
- B. Horseshoes: \$50 deposit
- C. Small Pavilion and Gazebo Deposit: \$100
- D. Large Pavilion Deposit: \$200
- E. Snack Bar: \$500 deposit
- F. Groups of 200 or more, including sports tournaments: \$500 to \$1,000 depending on the size of the group, activity, and rental facility.

Section 4.4 Additional Fees

- A. An additional staffing and deposit fee may be assessed for events of 200 people or more and/or for rentals that, in the opinion of the Director, require staff assistance or coverage, and/or in the opinion of the Police Chief, law enforcement officers. In determining whether or not additional security fees, staff or law enforcement officers are necessary, the City will consider, but not limited to, the following: size of area for rental use, anticipated attendance, nature of the event, time of day, and location of the rental and its compatibility to the surrounding area.

Fee for additional City staff and law enforcement (hourly):

- Group 2: Direct Costs
- Group 2: Cost plus 15 percent
- Group 3: Cost plus 20 percent
- Group 4: Cost plus 50 percent

- B. A vending fee will be assessed at the rate of \$50.00 per day per approved vendor.
- C. An administration fee of \$5.00 is required to be paid at the time the park use permit is filed for groups 2, 3, and 4.

SECTION 5. The City Clerk shall certify to the adoption of the resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this ____ day of _____, 2006

Patrick Hunter, Mayor

ATTEST:

Deborah S. Traffenstedt, City Clerk