



# AGENDA ITEM REQUEST FORM

Item No. 3p

**Town Manager's Office**

**Bud Bentley**

Department Submitting Request

Assistant Town Manager

**REGULAR**  
**COMMISSION MTG**  
**Meeting Dates - 7:00 PM**

**DEADLINE TO**  
**Town Clerk**

**ROUNDTABLE**  
**MEETING**  
**Meeting Dates - 7:00 PM**

**DEADLINE TO**  
**Town Clerk**

- June 28, 2011
- July 26, 2011

- June 10 (5:00 pm)
- July 15 (5:00 pm)
- \*Subject to Change

- June 14, 2011**
- July 12, 2011

- June 3 (5:00 pm)
- July 1 (5:00 pm)

**SUBJECT TITLE: Discussion of Rental Policies for the Use of Town Facilities and Special Events**

**EXPLANATION:** At the May 24<sup>th</sup> meeting the Commission heard a request from the Property Owners' Association for the Town to change the Code so users of Jarvis Hall would not have to execute the Town Indemnity and Hold Harmless Agreement. The Commission asked for this subject to be scheduled for the June 14<sup>th</sup> Roundtable meeting.

The Code addresses the use of Town property in three sections of the Code:

- 1) Chapter 17, Article VII. – Jarvis Hall (**Exhibit 1**)
- 2) Chapter 17, Article VIII - Special Events (**Exhibit 2**)
- 3) Chapter 14.3 – Parks and Recreation Facilities (**Exhibit 3**)

Each Code section addresses a different type of use and a summary of the use requirements are shown in Table 1.

**Table 1 – Town Use Requirements**

Policy	Jarvis Hall	Special Events	Parks Facilities
Rental Fee	No rental fees. \$100 refundable security deposit be applied against any costs incurred in cleaning and or repairing Jarvis Hall after it is used (Resolution 2008-18).	No rental fee. \$100 application fee. \$250 for fee for an annual permit application.	No user fees or processing fees have been adopted.
Insurance	Insurance certificates or binders establishing proof of coverage of general liability insurance. Amount is not specified.	Insurance certificates or binders establishing proof of coverage of general liability insurance. Amount is not specified.  Fireworks require \$5M coverage	Security, insurance and/or security bonds may be required.
Indemnity and Hold Harmless	Required	Required	Not required
Commission Approval	Required	Required	No. Park Use Permits are required for exclusive (reservation)



Policy	Jarvis Hall	Special Events	Parks Facilities
			or special use
Alcohol	May be approved, requires general liability insurance with a minimum coverage of \$1M per occurrence	May be approved. Insurance amount not specified	Require prior approval in Park Use Permit.
Applicants limited	Yes: LBTS resident LBTS business LBTS civic organization Government entity or agency	No	No

We conducted a telephone survey of several local municipalities regarding their rental procedures for their buildings and the results are shown in Table 2.

**Table 2 – Recreation Center Rental Policies and Procedures**

	City	Indemnity to rent (1)	Insurance Requirement	Alcohol	Vendors	Other
1.	Deerfield Beach	Not required	Information pending	Allow – permit supplied by City	Caterers need insurance	Security deposit
2.	Fort Lauderdale	Required	May be required – City to be named additional insured.	Approved at 3 facilities – others take special authorization. Requires \$1 million insurance. Lessee must hire park ranger or detail police officer	License and insurance	Rental fee plus deposit plus \$80 cleaning fee
3.	Hollywood	Required	Depends on risk - some users are required to have \$1,000,000 certificate of insurance – City purchases insurance (2)			Rental fee
4.	Plantation	Not required	Yes	Requires waiver		
5.	Pompano Beach	Required	Yes (including Non-profits)	Not permitted at any time		Hourly rental fee
6.	Sunrise	Required	Information pending	Allow with prior approval	Caterers need insurance	

(1) Indemnity and Hold Harmless Agreements → See Exhibit 4

(2) Hollywood INSURANCE REQUIREMENTS: Insurance required for parties/showers/reunions, etc. City purchases insurance as following: 1-35 people = \$44; 36-75 people = \$63; 75-150 people = \$95; and, 151-500 people = \$170



**RECOMMENDATION:** Requiring insurance and Indemnity & Hold Harmless Agreements are means by which cities manage the risks involved with the use of public facilities. While it is true that everyone's taxes pay for the operating expenses of the Jarvis Hall, the Town's exposure to risk is from specific people attending a specific event.

Four out of the six cities surveyed manage their risks by requiring Indemnity and Hold Harmless Agreements. Fewer cities require insurance, some have flexible insurance requirements and Hollywood actually purchases the insurance on behalf of the renter.

Jarvis Hall recommendations include:

1. Making it easier to use Jarvis Hall by allowing use permits to be approved administratively;
2. Expanding the list of who can use the facility to include out of town users;
3. Establishing rental fees to recover our cost of set-up and clean-up and higher fees for out of Town users; and,
4. Adjusting the policy so the Town Manager may modify or waive insurance requirements or waive indemnity and hold harmless requirements for LBTS residents and civic organizations holding meetings where no alcohol is served.

**EXHIBITS:**

1. Jarvis Hall Code
2. Special Events Code
3. Park and Recreation Code
4. Examples of Indemnity and Hold Harmless language

**FISCAL IMPACT AND APPROPRIATION OF FUNDS:** Minimal except when it comes to defending a law suit, paying damages or paying the increased cost of insurance.

Reviewed by Town Attorney  
 Yes     No

Town Manager Initials   CA

## ARTICLE VII. - JARVIS HALL <sup>[38]</sup>

<sup>(38)</sup> **Editor's note**— Ord. No. 378, §§ 1—7, adopted July 9, 1996, pertained to the use of Jarvis Hall. Such provisions did not specify manner of codification; hence, inclusion as Art. VII, §§ 17-101—17-107, has been at the editor's discretion.

Sec. 17-101. - Use generally.

Sec. 17-102. - Definitions.

Sec. 17-103. - Standards for use.

Sec. 17-104. - Application.

Sec. 17-105. - Review of application.

Sec. 17-106. - Issuance of permit.

Sec. 17-107. - Town-sponsored and co-sponsored events.

Sec. 17-108—17-110. - Reserved.

### **Sec. 17-101.- Use generally.**

(a) The use of Jarvis Hall is limited to:

- (1) A resident of the Town;
- (2) A business that holds a Town occupational license;
- (3) A local civic organization; or
- (4) A local, County, State, or Federal government entity or agency.

(b) Use of Jarvis Hall shall be in accord with the procedures and limitations provided in chapter 17, article VII of the Code of Ordinances.

(Ord. No. 378, § 1, 7-9-96; Ord. No. 2008-10, § 1, 4-8-08)

### **Sec. 17-102.- Definitions.**

[For the purposes of this article:]

*Event* shall mean a meeting, concert, lecture, exhibit, board meeting, or other community or civic event. The use of Jarvis Hall by the Supervisor of Elections as a polling place for any special or general election shall not constitute an event under the terms of this article.

(Ord. No. 378, § 2, 7-9-96)

### **Sec. 17-103.- Standards for use.**

- (a) Local civic organizations which are based in the Town may use Jarvis Hall without charge.
- (b) All other organizations will be charged fees in accordance with the schedule of user fees adopted by Town resolution.
- (c) Service of alcoholic beverages shall be limited to beer and/or wine.
- (d) All organizations conducting events where alcoholic beverages will be sold or served shall provide the Town

# Exhibit 1

PART II - CODE OF ORDINANCES - Chapter 17 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES  
ARTICLE VII. - JARVIS HALL

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with insurance certificates or binders establishing proof of coverage for general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence.

(e) All organizations using Jarvis Hall shall provide the Town with an indemnity and hold harmless agreement, the form of which shall be approved by the Town Attorney.

(f) All events occurring in Jarvis Hall shall be subject to video recording for broadcast or rebroadcast on the Town's governmental access channel if the event is determined by the Town Commission to be of great public importance.

(Ord. No. 378, § 3, 7-9-96)

**Sec. 17-104.- Application.**

All persons or organizations who desire to use Jarvis Hall for any event shall first submit an application to the Town. The application shall provide information regarding the following:

- (1) A detailed description of the event and the hours of operation.
- (2) The names and addresses of all financial sponsors of the event.
- (3) The names and addresses of all charitable or not-for-profit organizations which will receive any portion of proceeds from the event.
- (4) Insurance certificates or binders establishing proof of coverage of general liability insurance.
- (5) An indemnity and hold harmless certificate in favor of the Town in a form approved by the Town Attorney.

(Ord. No. 378, § 4, 7-9-96)

**Sec. 17-105.- Review of application.**

(a) The Town's administrative staff shall review all applications at time of submission. No application shall be accepted if it fails to provide any of the above required information.

(b) Following acceptance of an application, the Town's administrative staff shall investigate the veracity of the information disclosed on the application. If any information is determined to be inaccurate or incomplete, the application shall be returned to the applicant for correction.

(c) Following acceptance and review of the application, the Town Administration shall submit the application, any supporting documentation thereto, together with any recommendation of the administration to the Town Commission for review and approval.

(d) Organizations which intend to have multiple or continuing events may submit one application.

(Ord. No. 378, § 5, 7-9-96)

**Sec. 17-106.- Issuance of permit.**

No permit shall be issued by the Town until the special event has been approved by majority vote of the Town Commission. The Commission may impose conditions on the permit necessary to protect the property and the health, safety and welfare of the participants in the event. No permit shall be issued until the conditions established by the Town Commission are reduced to writing and signed by the applicant.

# Exhibit 1

PART II - CODE OF ORDINANCES - Chapter 17 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES  
ARTICLE VII. - JARVIS HALL

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(Ord. No. 378, § 6, 7-9-96)

**Sec. 17-107.-** Town-sponsored and co-sponsored events.

The Town Commission may agree to sponsor or co-sponsor a special event. If an applicant seeks sponsorship or co-sponsorship by the Town, it shall include in its application a statement of how the Town will benefit from the proposed event, shall project and net revenues from the event, and contain a statement of how the revenues will be distributed. The Town Administration shall estimate the total cost of the proposed event in terms of expenditures, costs, lost revenues where applicable and projected revenues when anticipated.

The Town Commission's approval to act as sponsor or co-sponsor of the event shall include a provision stating the source of funds that the Town will use, if any in support of the sponsorship.

(Ord. No. 378, § 7, 7-9-96)

**Sec. 17-108—17-110.-** Reserved.

## ARTICLE VIII. - SPECIAL EVENTS

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### ARTICLE VIII. - SPECIAL EVENTS

Sec. 17-111. - Permit required.

Sec. 17-112. - Definitions.

Sec. 17-113. - Application.

Sec. 17-114. - Review of application.

Sec. 17-115. - Issuance of permit.

Sec. 17-116. - Town-sponsored and co-sponsored events.

Sec. 17-117. - Records.

Sec. 17-118. - Penalty.

#### **Sec. 17-111.- Permit required.**

It shall be unlawful for any person to advertise to the general public a special event which requires a permit without first obtaining a permit as provided herein. It shall be unlawful for any person to hold a special event as hereinafter defined without first making application to the Town, paying the prescribed fee, and obtaining a permit for such special event. Special events shall not be permitted to be located or operated in the Town except as provided herein.

(Ord. No. 379, § 1, 7-9-96)

#### **Sec. 17-112.- Definitions.**

[As used in this article:]

*Special event* shall mean a concert, festival, race, walk, carnival, show, exhibition, parade, and any other similar outdoor event whether operated totally outdoors, on stage, under tents, or with the use of any temporary building or structure, to which members of the public are invited as participants or spectators.

(Ord. No. 379, § 2, 7-9-96)

#### **Sec. 17-113.- Application.**

All persons interested in conducting special events in the Town shall first submit an application on a form available from the Town Clerk. An application for a special event shall be filed along with a filing fee as hereinafter described, no less than 60 days in advance of the beginning date of the event and shall contain the following:

- (1) A detailed description of the location of the event, the hours of operation, and length (in number of days) of the event.
- (2) If the special event, or any part thereof, is to be held only on private property, an affidavit from the owner(s) of the property on which the event is to be conducted stating that the owner(s) has legal title to the property, consents to the event, and will be responsible for cleanup of the property following the conclusion of the event. If the special event is to be held on public property, in whole or in part, an acknowledgement by the applicant that the applicant is responsible for cleanup of public property unless cleanup is otherwise assumed by the Town.
- (3) If the event will include amusement rides, a copy of any contract between the applicant and any person

## ARTICLE VIII. - SPECIAL EVENTS

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providing a ride, mechanical entertainment or amusement device, together with a valid County or State business license. No carnival operation shall be permitted to begin erecting its activities until the issuance of a special events permit.

- (4) The names and addresses of all financial sponsors of the event.
- (5) The names and addresses of all charitable or not-for-profit organizations which will receive any portion of proceeds from the event.
- (6) Insurance certificates or binders establishing proof of coverage of general liability insurance.
- (7) An indemnity and hold harmless certificate in favor of the Town in a form approved by the Town Attorney.

(Ord. No. 379, § 3, 7-9-96; Ord. No. 422, § 2, 7-29-99; Ord. No. 2007-06, § 2, 4-10-07)

### **Sec. 17-114.-** Review of application.

(a) The Town's administrative staff shall review all applications at time of submission. No application shall be accepted if it fails to provide any of the above required information.

(b) Following acceptance of an application, the Town's administrative staff may request additional disclosure to substantiate the veracity of the information disclosed in the application. If any information is determined to be inaccurate or incomplete, the application shall be returned to the applicant for correction.

(c) Following acceptance and review of the application, the Town Administration shall submit the application, any supporting documentation thereto, together with any recommendation of the Administration to the Town Commission for review and approval. The Town Administration's recommendation shall address conditions on the operation of the special event including, but not limited to:

- (1) Limitation on the days and hours of operation.
- (2) Posting of surety, letter of credit, or cash bond to cover post-event cleanup, repairs, or unpaid utility charges.
- (3) Provisions for sanitary facilities.
- (4) Provisions for electrical and building inspections.
- (5) Provisions for security.
- (6) Provisions for the regulation of alcoholic beverages.
- (7) Provisions for noise and pollution control.
- (8) Provisions for comprehensive general liability insurance, naming the Town as an additional insured, or other insurance as deemed necessary.
- (9) Provisions for traffic control and street closure.
- (10) Whether, upon considering the location of the proposed special event, the potential impacts upon neighboring properties, and the day of the week on which the special event is proposed to occur, it is in the

# Exhibit 2

## PART II - CODE OF ORDINANCES - Chapter 17 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

### ARTICLE VIII. - SPECIAL EVENTS

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best interests of the Town to allow the playing or broadcasting of live or recorded music until 10:00 p.m.

(d) Notwithstanding the foregoing, the Town Administration may recommend denial of a permit for a special event, and the Town Commission may deny the application, on any of the following grounds:

- (1) The application for permit (including any required attachments and submissions) is not fully completed and executed;
- (2) The application for permit contains a material falsehood or misrepresentation;
- (3) The applicant is legally incompetent to contract or to sue and be sued;
- (4) The application or the person on whose behalf the application for permit was made has on prior occasions damaged Town property and has not paid in full for such damage, or has other outstanding and unpaid debts to the Town;
- (5) For a special event on public property, if a fully executed prior application for permit for the same time and place has been received, and a permit has been granted to a prior applicant authorizing uses or activities which do not reasonably permit multiple occupancy of the particular park, or other public property or part hereof;
- (6) The use or activity intended by the applicant would conflict with planned programs organized and conducted by the Town;
- (7) The proposed use or activity is prohibited by or inconsistent with the uses of the park or other public property;
- (8) The use or activity intended by the applicant would present a threat to the health, safety or welfare of the applicant, other users of the park or other public property, Town employees or the public;
- (9) The applicant has not complied or cannot comply with applicable licensure requirements, ordinances or regulations of the Town concerning the sale or offering for sale of any goods or services;
- (10) The use or activity intended by the applicant is prohibited by law, or ordinances or regulations;
- (11) The applicant or the person on whose behalf the application for permit was made has on prior occasions made material misrepresentations regarding the nature or scope of an event or activity previously permitted;
- (12) The applicant has violated the terms or conditions of prior permits issued to or on behalf of the applicant;  
or
- (13) The applicant has been issued a citation or notice to appear for a violation of section 13-6 "Noise Limitations" of the Code of Ordinances in connection with a prior permitted event;
- (14) The applicant has not complied or cannot comply with the requirement that a display of fireworks, as defined in F.S. § 791.01(4), be reviewed and approved by the Chief of the Fire Department. All of the following requirements shall be met:
  - (i) The applicant shall provide evidence that the fireworks display will be supervised and operated by one or more persons trained in pyrotechnics, and provide applicable licensing information for such operators.

## ARTICLE VIII. - SPECIAL EVENTS

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- (ii) The applicant shall provide a detailed description of the proposed location of the fireworks display and demonstrate that the location will not pose a hazard to any structure.
- (iii) The applicant shall provide proof that it holds a liability insurance policy of not less than \$5,000,000.00 per incident for all claims. The Town shall be named as a coinsured and held harmless from liabilities relative to the display of fireworks under the approval.
- (iv) The applicant shall list the approximate number and kinds of fireworks to be discharged.
- (v) Approval of a fireworks display shall be for a time period not to exceed four hours and shall provide with certainty the location and the hours during which the display shall be permitted.
- (vi) The applicant shall comply with any additional conditions as may be required by the Chief of the Fire Department, including attendance of Fire Department personnel during the display. Any costs of providing Fire Department personnel to comply with the conditions of the approval shall be the responsibility of the applicant.

(Ord. No. 379, § 4, 7-9-96; Ord. No. 2008-14, § 1, 6-11-08; Ord. No. 2009-14, § 2, 7-28-09)

**Sec. 17-115.-** Issuance of permit.

No permit shall be issued by the Town until the special event has been approved by majority vote of the Town Commission. In granting approval, the Town Commission shall address the recommendations of the Town Administration.

No permit shall be issued until the conditions established by the Town Commission are reduced to writing and signed by the applicant.

(Ord. No. 379, § 5, 7-9-96)

**Sec. 17-116.-** Town-sponsored and co-sponsored events.

The Town Commission may agree to sponsor or co-sponsor a special event. If an applicant seeks sponsorship or co-sponsorship by the Town, it shall include in its application a statement of how the Town will benefit from the proposed event, shall project any net revenues from the event, and contain a statement of how the revenues will be distributed. The Town Administration shall estimate the total cost of the proposed event in terms of expenditures, costs, lost revenues where applicable and projected revenues when anticipated.

The Town Commission's approval to act as sponsor or co-sponsor of the event shall include a provision stating the source of funds that the Town will use, if any in support of the sponsorship.

(Ord. No. 379, § 6, 7-9-96)

**Sec. 17-117.-** Records.

The applicant shall keep safety inspection and financial records of the event sufficient to document all revenues generated by the event. These financial records shall be open for audit by the Town in the event the Town acts as sponsor or co-sponsor of the event.

(Ord. No. 379, § 7, 7-9-96)

## ARTICLE VIII. - SPECIAL EVENTS

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**Sec. 17-118.-** Penalty.

Each violation of this article shall subject the violator to a fine of \$500.00. Each day that a violation occurs shall constitute a separate violation of this article. Each day that a special event is advertised to the public without a permit being first obtained shall constitute a separate violation of this article.

(Ord. No. 379, § 8, 7-9-97)

### Chapter 14.3 - PARKS AND RECREATIONAL FACILITIES <sup>[27]</sup>

<sup>(27)</sup> **Editor's note**— Ord. No. 2004-3, § 2, adopted May 11, 2004, amended the Code by adding Ch. 17A. In order to conform to the alphabetical order of chapter titles used in this Code, the editor has added the provisions of Ord. No. 2004-03 as a new Ch. 14.3 as herein set out.

Sec. 14.3-1. - Purpose.

Sec. 14.3-2. - Definitions.

Sec. 14.3-3. - Regulation of public use.

Sec. 14.3-4. - Regulation of general conduct—Personal behavior.

Sec. 14.3-5. - Regulations pertaining to general parkland operation.

Sec. 14.3-6. - Protection of property, structures and natural resources.

Sec. 14.3-7. - Regulation of recreation activity.

Sec. 14.3-8. - Enforcement.

#### **Sec. 14.3-1.- Purpose.**

The Town of Lauderdale-By-The-Sea deems it appropriate, reasonable and necessary to provide an ordinance specifying rules and regulations in order to provide for the recreational enjoyment of park areas and facilities; for the protection and preservation of park property, facilities and natural resources of the Town; and for the safety and general welfare of the public.

(Ord. No. 2004-3, § 1, 5-11-04)

#### **Sec. 14.3-2.- Definitions.**

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Amusement contraptions* means any contrivance, device, gadget, machine or structure designed to test the skill or strength of the user or to provide the user with any sort of ride, lift, swing or fall experience including, but not limited to, ball-throwing contest devices, pinball type devices, animal ride devices, dunk tanks, ball and hammer devices, trampoline devices and the like.

*Area* or *areas* means a specified place within a park.

*Town* means the Town of Lauderdale-By-The Sea.

*Director* means the Director of Public Works.

*Employee* means any Town or full or part-time regular or temporary worker hired by the Town.

*Hiking* means traveling on foot, i.e., walking, running or with an assistive mobility device.

*Laser* means any device, which emits a coherent, monochromatic beam of light.

*Law Enforcement Officer* means those individuals that are licensed as Florida Law Enforcement Officers by the [those] vested with the legal authority to enforce laws and ordinances.

# Exhibit 3

## CODE OF ORDINANCES - Chapter 14.3 - PARKS AND RECREATIONAL FACILITIES

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*Motor vehicle* means every device in, upon, or by which any person or property is or may be transported or drawn upon a roadway, except devices moved by human power or used exclusively upon stationary rails or tracks.

*Natural resources* means all flora and fauna within the Town and the physical factors upon which they depend, including air, water, soil and minerals.

*Park* means any land, water area, or trail corridor and all facilities thereon, under the jurisdiction, control or ownership of the Town.

*Permit/special use permit* means written permission obtained from the Town to carry out certain activities.

*Person or persons* means individuals, firms, corporations, societies or any group or gathering whatsoever.

*Pest* means any plant, animal, or microorganism that is determined to be undesirable because it conflicts with park management objectives, creates an annoyance to park guests, or has the potential to create a health hazard.

*Pesticide* means a chemical or biological substance intended to prevent or destroy a pest; and/or a substance to be used as a plant regulator, defoliant, or desiccant. Repellents are not considered pesticide.

*Pet* means a domestic animal who is accompanied by a person in the immediate vicinity of the animal.

*Pollutant* means any substance, solid, liquid or gas, which could cause contamination of air, land or water so as to create or cause a nuisance or render it unclean or noxious or unpure so as to be actually or potentially harmful or detrimental or injurious to public health, safety or welfare, or that of wildlife or vegetation.

*Possession.*

(1) *Physical possession:* Having a controlled substance on one's person with knowledge of the nature of the substance.

(2) *Constructive possession:* Having once possessed a controlled substance or continuing to exercise dominion and control over the substance up to the time of arrest, or aiding and abetting another in possessing a controlled substance.

*Property* means any land, waters, facilities or possessions of the Town.

*Responsible person* means the parent, guardian, or person having lawful custody and control of a juvenile.

*Rollerskater* is any person riding or propelling oneself by human power or gravity on wheeled devices that are worn on a person's feet or stood upon by a person. Such devices specifically include, but are not limited to, rollerskates, in-line skates, rollerskis, skateboards and scooters.

*Weapon* means all those weapons, including firearms, defined as requiring a license or permit under State statute, but also includes spears, crossbows, bows and arrows, sling shots, paintball guns or any other dangerous weapon or projectile.

*Wildlife* means any living creature, not human, wild by nature, including, but not limited to, mammals, birds, fish, amphibians, insects, reptiles, crustaceans and mollusks.

(Ord. No. 2004-3, § 2, 5-11-04)

# Exhibit 3

## CODE OF ORDINANCES - Chapter 14.3 - PARKS AND RECREATIONAL FACILITIES

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### **Sec. 14.3-3.- Regulation of public use.**

#### (a) *Park hours.*

(1) Parks shall be open to the public from 7:00 a.m. until 10:00 p.m. Children's playground areas shall be open from 7:00 a.m. to 7:00 p.m. (8:00 p.m. during Daylight Savings). It shall be unlawful for any person to enter or remain in a park at any other time without a use permit except when the park area or facility is otherwise designated by the Town, or the park area or facility is being used as part of an authorized Town program.

(2) The Town Manager, his/her designee or an on-duty Law Enforcement Supervisor is authorized to close any park or portion thereof at any time for the protection of park property or the public health, safety or welfare.

#### (b) *Permits.*

(1) Town permits shall be required for the exclusive or special use of all or portions of park areas, buildings or trails or for the use of park areas and facilities when they are otherwise closed to the public.

(2) Permits shall be required for an entertainment, tournament, exhibition or any other special use which can reasonably be expected to have 25 or more persons involved or potentially have a detrimental effect on park property or other park users. Security, insurance and/or security bonds may be required and paid by permit holder prior to usage.

It shall be unlawful for a person to violate any provision of a permit.

(c) *Use fee; failure to pay use fee.* It shall be unlawful for any person to use, without payment, any facility or area for which a permit is required and user fee charged, unless the payment is waived by permit.

(Ord. No. 2004-03, § 3, 5-11-04)

### **Sec. 14.3-4.- Regulation of general conduct—Personal behavior.**

#### (a) *Drug and alcohol use.* It shall be unlawful for any person to:

(1) Use, possess or sell any alcoholic beverage in violation of State statutes or Town Code chapter 3, or unless expressly approved by Town permit or license.

(2) Consume or display any alcoholic beverage at sites where the Town or its agent is a licensed vendor of alcoholic beverages, unless purchased at that site, or authorized by special permit.

(3) Possess or bring beer or wine into a park in kegs, barrels, or other bulk tap quantities, except by Town permit.

#### (b) *Public nuisance/personal safety.* It shall be unlawful for any person to:

(1) Engage in fighting or exhibit threatening, violent, disorderly or indecent behaviors.

(2) Make unreasonable coarse utterance, gesture or display.

(3) Address abusive language tending to incite a breach of the peace or to be inimical to the peace of any person present.

# Exhibit 3

## CODE OF ORDINANCES - Chapter 14.3 - PARKS AND RECREATIONAL FACILITIES

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(4) Engage in any course of conduct or participate in any activity in any park after he or she is advised by a Law Enforcement Officer or other park employee or park patrol agent having authority to regulate or manage the area, that such conduct or participation is unreasonably and unnecessarily hazardous to the personal safety of said person or another person; or impairs or limits the lawful use and enjoyment of the facility or area by other persons.

(c) *Property of others.* It shall be unlawful for any person to:

(1) Intentionally disturb, harass or interfere with a park visitor's property.

(2) Leave or store personal property on Town property.

(d) *Littering.* It shall be unlawful for any person to deposit, scatter, drop or abandon in a park any bottles, cans, broken glass, hot coals, ashes, sewage, waste or other material, except in receptacles provided for such purposes.

(e) *Possession and use of firearms/weapons/fireworks.* Except for a licensed Law Enforcement Officer, it shall be unlawful for any person to:

(1) Have in his/her possession within any Town park, fire or discharge, or cause to be fired or discharged across, in, or into any portion of a park, a firearm or to possess a weapon, as those terms are defined in F.S. § 790.001.

(2) Possess, set off or attempt to set off or ignite any firecracker, fireworks, smoke bombs, rockets, black powder guns or other pyrotechnics without a Town permit.

(3) Shine a laser in the face of another person,

(f) *Interference with employee performance of duty.* It shall be unlawful for any person to impersonate or pretend to be any employee of the Town or interfere with, harass or hinder any employee in the discharge of his/her duties.

(Ord. No. 2004-3, § 4, 5-11-04)

**Sec. 14.3-5.-** Regulations pertaining to general parkland operation.

. . .

**Sec. 14.3-8.-** Enforcement.

. . .

## ***Catherine Harding***

Resume'

### **Florida State Licenses Held:**

Standard Building Code Administrator, #BU1045; Standard Building Inspector, #BN3650; Standard Plans Examiner, #PX1639; Florida Real Estate Broker, #BK3038567; Single Resort Dwelling, #DWE5402976; FEMA Certified Level 7

### **Education:**

Masters Program, Corporate Communications, Fairleigh Dickinson University, N.J.  
Bachelor Degree, Construction Code Enforcement, English, Fairleigh Dickinson University, N.J.

### **Municipal Positions Held:**

2005-2009 Community Development Director, Village of Tequesta, Florida; Building Official, Code Compliance, Business Tax Receipts, Planning, Community Relations.  
2004-2005 Director of Building Services, Islamorada, Florida; Building Official, Code Compliance, Business Tax Receipts, Zoning.  
1999-2001 Director of Building and Zoning, Key West, Florida; Building Official, Code Compliance, Zoning, Business Tax Receipts.  
1978-1983 Construction Code Official, Chester Township, New Jersey; Building Official, Zoning.

### **Private Sector:**

2001-2004 Development Consultant, Florida Keys  
1996-1999 Quality Assurance Division Director, Calton Homes, Inc., N.J.  
1983-1990 Builder, Passive Plus, Inc., N.J. (a wholly owned company)

### **Other:**

Commissioner, State of N.J. Fire Safety Study Commission; Chair, Public Education Advisory Director, Building Official Association of New Jersey; Chair, Legal Committee, Arbitrator, American Arbitration Association  
Conciliator, National Academy of Conciliators

### **Personal Interest:**

Building Restoration  
Golf  
Travel and Education

1 Bunker Place  
Tequesta, Florida 33469  
Cell: 561-236-0312 Home: 561-743-7034 E-mail: [catherine-harding@att.net](mailto:catherine-harding@att.net)

# Exhibit 4

- Fort Lauderdale: Applicant/Organization agrees to indemnify and hold harmless CITY, as well as its employees and agents, against any and all damage of any nature whatsoever including but not limited to death or injury, property damage, claims, suits, actions, judgments, attorney fees and court costs arising out of, attributable to or in any way connected with the use of the facility pursuant to this application or activities arising out of or related to this application.
- If Applicant/Organization is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, as may be amended from time to time, the above indemnification provision does not apply and they agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.
- Pompano Beach: The undersigned does hereby agree to indemnify, defend and hold harmless the City of Pompano Beach and all of its officers, officials, directors, managers, employees, commissioners, agents, staff, volunteers, advisors and/or representatives from and against any and all liabilities, claims, demands, causes or action and loss (including attorney's fees) which may be brought or imposed on or incurred by any of them, arising from any negligence or other acts or omissions of the undersigned, its agents and/or its employees, and/or any event participants, alleged to have caused in whole or in part any injury to any person(s) or damage to any property occurring during participation in, or caused as a direct or proximate result of, this event.
- Hollywood: Applicant agrees to indemnify and hold harmless the City, its agents, officers, and employees, from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this facility use permit for any personal injury, loss of life or damage to the property sustained by reason of or as a result of the use of the facility for which this facility use permit is entered into. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of this recreational use permit. Nothing in this recreational use permit shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.
- Sunrise: Hold Harmless: Reservee assumes all risk in use of the site and shall be solely responsible and answerable in damage for all accidents and injury to person or property. Reservee covenants and agrees to indemnify and hold harmless the City from any and all claims, suits, losses, damage or injury to person or property.

# Exhibit 4

Fort Lauderdale: Applicant/Organization agrees to indemnify and hold harmless CITY, as well as its employees and agents, against any and all damage of any nature whatsoever including but not limited to death or injury, property damage, claims, suits, actions, judgments, attorney fees and court costs arising out of, attributable to or in any way connected with the use of the facility pursuant to this application or activities arising out of or related to this application.

If Applicant/Organization is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, as may be amended from time to time, the above indemnification provision does not apply and they agree to be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

Pompano Beach: The undersigned does hereby agree to indemnify, defend and hold harmless the City of Pompano Beach and all of its officers, officials, directors, managers, employees, commissioners, agents, staff, volunteers, advisors and/or representatives from and against any and all liabilities, claims, demands, causes or action and loss (including attorney's fees) which may be brought or imposed on or incurred by any of them, arising from any negligence or other acts or omissions of the undersigned, its agents and/or its employees, and/or any event participants, alleged to have caused in whole or in part any injury to any person(s) or damage to any property occurring during participation in, or caused as a direct or proximate result of, this event.

Hollywood: Applicant agrees to indemnify and hold harmless the City, its agents, officers, and employees, from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this facility use permit for any personal injury, loss of life or damage to the property sustained by reason of or as a result of the use of the facility for which this facility use permit is entered into. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause action, including the investigation thereof and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. These provisions shall survive the expiration or earlier termination of this recreational use permit. Nothing in this recreational use permit shall be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

Sunrise: Hold Harmless: Reservee assumes all risk in use of the site and shall be solely responsible and answerable in damage for all accidents and injury to person or property. Reservee covenants and agrees to indemnify and hold harmless the City from any and all claims, suits, losses, damage or injury to person or property.