TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 53, SERIES 2019

A RESOLUTION APPROVING A TOWN CENTER BUILDING COMMUNITY SPACE RENTAL POLICY

WHEREAS, the Town Council of the Town of Timnath ("Town") pursuant to C.R.S. § 31-15-103, has the power to pass resolutions; and

WHEREAS, the Timnath Town Center Building was constructed to better serve the residents of the Town of Timnath and includes nearly 50% of the floor area for community space to be used for the enjoyment of Town residents; and

WHEREAS, in order to provide access to the community space, the Town Council finds it appropriate to adopt a policy for its use; and

WHEREAS, attached hereto as Exhibit A is a policy regarding the use of the Timnath Town Center Community Space; and

WHEREAS, the Town Council is familiar with the policy and finds it to be in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

Section 1. Approval
The "Town Center Building Community Space Rental Policy" is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON OCTOBER 8, 2019.

TOWN OF TIMNATH, COLORADO

[Signature]
Jill Grossman-Belisle, Mayor
ATTEST:

Milissa Peters-Garcia, CMC
Town Clerk
SUBJECT: Use of the Community Space in Town Center Building

ISSUE DATE October 8, 2019
EFFECTIVE DATE October 8, 2019

INTENT

The Town Center Building (the “Building”) has significant space for the use and enjoyment of the public. The purpose of this policy is to set forth the guidelines for use of the Building.

POLICY

The community spaces and rules are:

1. Community Room Space. This is a large room that can accommodate gatherings such as weddings or corporate retreats. The room configuration may include the servery but does not have a full commercial kitchen. Options A, B1, B2, and C have large garage doors that open onto a patio area with 4 outdoor tables, each seating 4. The community space can be divided into multiple rooms. The options listed below are configured into a default mode; the Town can provide up to 24 additional chairs at no charge; the renter may also bring in chairs and tables for their event. Maximum occupancy for the full room is 99 as per fire code.

   a. Option A - Full room occupancy (Rooms 113A – 113D): This room has access to the servery and the following default configurations:
      i. 8 Round tables; 48 chairs plus
      2 Conference tables: 12 chairs these tables cannot be moved.

   b. Option B1 - Half room occupancy (113D) – direct access to servery:
      i. 4 Round tables; 24 chairs
c. Option B2- Half room occupancy (113C) with no servery access.
   i. 4 Round tables; 24 chairs

d. Option C - Three-Quarter occupancy (Rooms 113A, 113B, 113C combined) with no servery access.
   i. 4 Round tables; 24 chairs plus
      2 Conference tables; 12 chairs

e. Option D – Meeting rooms combined occupancy (113A and 113B) and no servery access.
   i. 2 Conference tables; 12 chairs

f. Option E - Individual meeting rooms (113A or 113B) with no servery access:
   i. 1 Conference tables; 6 chairs

2. For purposes of these fees, not for profit users are organizations or persons operating under a 501c (3) tax exempt status and hosting an event for the non-profit entity. A resident not for profit includes a 501c(3) organization in which a Timnath resident is a member, board member, employee or other affiliation.

3. Per hour rates are for four hours or less. Daily rates are for more than four hours.

4. Alcohol:
   i. Alcohol service is allowed with the proper application and Town Clerk approval.
   ii. No cash bars or alcohol sales are permitted.
   iii. Alcohol may be served for five hours maximum.
   iv. When thirty (30) or fewer people are in attendance, no off-duty police officer or professional security is required.
   v. When thirty-one to sixty (60) people are in attendance one off-duty law enforcement officer or contracted security professional must be contracted by the rental party.
   vi. When more than sixty (60) people are in attendance, two off-duty law enforcement officers or contracted security professionals must be contracted by the rental party.
   vii. Security must be present thirty minutes prior to the start of the event and remain through its duration.
   viii. Verification of the contracted law enforcement officers or security professionals is needed prior to reserving the room.
   ix. Serving and consumption of alcoholic beverages must be confined to the rental space. Only Options A – C have access to the patio which is included as part of the rental space.

5. Reservations for Options A through D may be made up to one year in advance and at least seven (7) days in in advance. Reservations for Option E can be made the same day as needed but will be on a first come first serve basis. In addition:
a. Rentals shall be for a minimum of two hours except that Option E can be rented for one hour.
b. Rental times shall include set up and tear down times.
c. Rooms may not be available on holidays or when the Town Center is closed.
d. The rooms will have a standard configuration. Renters are responsible for arranging the room differently to suit their needs.

6. Rooms and Servery must be restored to their original condition/arrangement or the renter risks loss of damage deposit. Set up of rooms shall be the responsibility of the renter.
   a. Counters and tables should be wiped down.
   b. Floors should be swept and/or vacuumed.
   c. Broom, dustpan, mop and trash bags will be provided for cleanup.

7. Outside food and drink are allowed, see specific alcohol provisions.

8. The Town reserves the right to refuse rental to any party that proves to be disruptive or violates any of the rules promulgated by this policy.

9. Rentals are available 7:30 a.m. to 11 p.m.

10. Projection screens are available in Options A, B2, and C. Option E has access to a TV screen. All other audio-visual equipment is the responsibility of the renter. Password will be provided for complimentary WIFI during rental.

RENTAL FEES

<table>
<thead>
<tr>
<th>Room</th>
<th>Rental Rate</th>
<th>Damage Deposit</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>w Alcohol/ w No</td>
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<tr>
<td></td>
<td></td>
<td>Alcohol</td>
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<tr>
<td>Option A - Full Room (1,242 sq. ft.)</td>
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<tr>
<td>Resident and not for profit resident</td>
<td>$0</td>
<td>$150/$0</td>
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<td>Non-Resident**</td>
<td>$70 per hour</td>
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<td></td>
<td>$200 per day</td>
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<tr>
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<td></td>
<td>$100 per day</td>
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<tr>
<td>Option B1 (460 sq. ft) and B2 (414 sq. ft.) - Half Room</td>
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<tr>
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<td>$0</td>
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<tr>
<td>Non-Resident**</td>
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<tr>
<td>Option C (690 sq. ft.) -Three-Qtr. Room</td>
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<td>$300/$150</td>
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</tr>
<tr>
<td>Resident and not for profit resident</td>
<td>$0</td>
<td>$150/$0</td>
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<tr>
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<td></td>
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<tr>
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<td></td>
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<table>
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<th>Option D (384 sq. ft) Meeting Rooms Combined</th>
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<tr>
<td>Resident and not for profit resident</td>
<td>$0</td>
<td>$0*</td>
</tr>
<tr>
<td>Non-resident**</td>
<td>$35 per hour</td>
<td>$300/$150</td>
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<td></td>
<td>$125 per day</td>
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</tr>
<tr>
<td>Not for profit non-resident**</td>
<td>$20 per hour</td>
<td>$300/$150</td>
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<td></td>
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<tr>
<th>Option E (192 sq. ft.)- Individual Meeting Rooms (2)</th>
<th>$0</th>
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<tbody>
<tr>
<td>Resident and not for profit resident</td>
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<td>$0*</td>
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<tr>
<td>Non-resident**</td>
<td>$25 per hour</td>
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<tr>
<td>Not for profit non-resident**</td>
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*Deposits for Options D & E will be waived for Timnath residents; any damage incurred will be the sole responsibility of the renter.

**Events scheduled outside of regular Town Center business may incur an additional fee for on-site staff of $60 per staff time hour but is not applicable to resident rentals.
11. Renters will be responsible for the costs of repairs to any damages exceeding the damage deposit.

12. Decorations
   a. All decorations must be removed from the room by the end of the rental time.
   b. Decorations may not be nailed or stapled to any part of the walls, ceilings or floors but painter’s tape may be used to display decorations.
   c. Rice, confetti, birdseed, glitter, smoke machines, fog machines, etc. are prohibited in or around the premises.
   d. No open flames are allowed, and all candles must be battery operated.

13. Merchandise sales or similar articles or services may be engaged in or undertaking by the Tenant by prior arrangement with the Town scheduling staff. All businesses must have a valid business license and remit appropriate sale tax as required by the Town Code. (Tax exempt organizations do not require a business license or sales tax remittance – i.e. Girl Scouts, bake sales, etc.). Rental by the same user is limited to once per calendar quarter.

14. Cancellation policy. Cancellations must be made at least 24 hours prior to the reservations for Options A, B, C and D. Cancellations with less notice will not receive any reimbursement for rental fees.

15. All users of the Building agree to release and to indemnify, defend, and hold harmless (“indemnify” meaning protect by reimbursement or payment) the Town, its representatives, directors, employees, agents, and subcontractors with respect to any and all actions, liabilities, suits, and/or claims: (a) brought by or on behalf of the signatory below, their children or a family member, or guests for any injury, damage, death or other loss in any way connected with participation in activities and/or use of the Building by the undersigned, their children or family members, or guests; and/or (b) brought by another user or participant or any other person for any injury, damage, death or other loss to the extent caused, directly or indirectly, by the undersigned, their children or family members, or their guests in the course of using the Building.

16. Trash and recycling. Trash and recycling bins shall be provided by the Town. It will be the renters’ responsibility to take all trash to the outside trash receptacles at the southeast corner of the property.

17. Amplified sound and sound levels must be kept at levels consistent with the Town’s sound level ordinances and must cease by 11 pm.

18. No smoking facility – the entire facility and grounds are non-smoking, including but not limited to cigarettes, cigars, e-cigarettes and marijuana.

19. Animals are prohibited in the community spaces with the exception of certified service animals.

Any issues or rules not governed here shall be resolved at the discretion of the Town Manager.
OPTION B 2
OPTION C