

DATE SUBMITTED 4/14/23  
 SUBMITTED BY ACM  
 DATE ACTION REQUIRED 4/19/23

COUNCIL ACTION (x)  
 PUBLIC HEARING REQUIRED ( )  
 RESOLUTION (X)  
 ORDINANCE 1<sup>ST</sup> READING ( )  
 ORDINANCE 2<sup>ND</sup> READING ( )  
 CITY CLERK'S INITIALS arj

**IMPERIAL CITY COUNCIL  
 AGENDA ITEM**

SUBJECT: <b>DISCUSSION/ACTION: Imperial Public Library Community Room Use Policy &amp; Application</b>	
1. Approval of Resolution No. 2023- 13 Adopting Updates to the Imperial Public Library Community Room and Use Policy.	
DEPARTMENT INVOLVED: City Manager's Office	
BACKGROUND/SUMMARY: The Imperial Public Library wishes to be a resource center and community hub for residents and stakeholders alike. With the resuming of pre-pandemic hours of operation, the Library has had many inquiries from organizations requesting the use of our Community Room. The attached Community Room Use and Reservation Policy was adopted by the City Council prior to the completion of the Library's expansion in 2015. The document still references the Community Room and Council Chambers as a joint facility and makes provisions to allow for-profit rentals. City staff presented the current policy in a work session with the Imperial Public Library Board on March 14, 2023. The Board made recommendations to the sections of Fee Schedule and Facility Rules and Regulations. The Imperial Library Board of Trustees recommended the updated policy for Council action on April 11, 2023. Attached to this staff report is the redline amendments and Resolution to adopt the amended policy.	
FISCAL IMPACT: NO Negative Impact to Municipal Budget	ADMIN SERVICES SIGN INITIALS _____
STAFF RECOMMENDATION: It is the staff's recommendation to review the redline amendments to the Community Room Reservation and Use Policy & Application, and adopt Resolution No. 2023-13 establishing the revised fee schedule.	DEPT. INITIALS <u>arj</u>
MANAGER'S RECOMMENDATION: <p style="text-align: center;"><u>approve</u></p>	CITY MANAGER'S INITIALS <u>JHM</u>
MOTION:	

**SECONDED:**

**AYES:**

**NAYES:**

**ABSENT:**

**APPROVED** ( )

**DISAPPROVED** ( )

**REFERRED TO:**

**REJECTED** ( )

**DEFERRED** ( )

**RESOLUTION NO. 2023-13**

**RESOLUTION OF THE CITY OF IMPERIAL CITY COUNCIL ADOPTING UPDATES  
TO THE IMPERIAL PUBLIC LIBRARY COMMUNITY ROOM USE AND  
RESERVATION POLICY**

**WHEREAS**, the Imperial City Council wishes to ensure the fair and equitable treatment of all Library patrons and customers; and

**WHEREAS**, the City Council believes policies provide the framework for delivery of municipal services; and

**WHEREAS**, the City Council desires that all patrons who periodically use the Community Center are able to enjoy the facility.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The above-referenced recitals are true and correct and are incorporated herein.
2. The Imperial City Council adopts the amendments to the Imperial Community Room Use and Reservation Policy and directs that the policy shall take effect immediately upon adoption of this Resolution.
3. Directs the City Manager to implement the policy in accordance with all local, state and federal laws.

**PASSED, APPROVED AND ADOPTED** at a Regular Meeting of the Imperial City Council on this 19<sup>th</sup> Day of April 2023.

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Katherine Burnworth, Mayor

ATTEST:

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City Clerk



**City of Imperial  
Imperial Public Library**

200 W. 9<sup>th</sup> Street  
Imperial, CA 92251

Phone (760) 355-1332 / Fax (760) 355-4857

## **City of Imperial Community Center**

### **Reservation and Use Policy/Application**

The City of Imperial Community Center, located within the Imperial Public Library at 200 W. 9<sup>th</sup> Street in Imperial, California, may be reserved for public use when City of Imperial programming is not scheduled. It is the City of Imperial's desire that all patrons who periodically use the Community Center (the "Facility") are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

### **Rental Procedures**

1. All groups or persons requesting use of the Facility must file a completed application in person at the Imperial Public Library at least fourteen (14) working days before the requested date.
2. For standing appointments, applications are due at least fourteen (14) working days before the first scheduled event. Standing appointments are defined as a group having regularly scheduled meetings on the same days of the week at the same times.
3. All reservations are taken on a first-come, first-serve basis. Reservations shall be issued in the order of receipt of application and all other necessary paperwork with deposit and full payment, subject to availability.
4. The Facility is not considered rented until (1) Renter delivers to the City the Reservation and Use Policy/Application, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by the City; and (2) the City, in its sole discretion, approves such rental in writing.
5. Reservations will only be issued to responsible adults (age 18 and over) who shall be in attendance at the function for which the application is made.

6. Renter shall provide the City Manager or his/her designee with a single contact who is to serve as the representative for Renter's activities.
7. Renter shall be responsible for securing all required permits and licenses.
8. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
9. Renter shall not use the City's name to suggest endorsement or sponsorship of the event without prior written approval of the City Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
10. Reservations are made for the Community Center only. Doors between the Community Center and the Council Chambers are to remain closed. ~~No use of Council Chambers is permitted without prior permission from the Library Administrator.~~
11. Keys will not be issued to Renters. City staff will be on hand fifteen (15) minutes before and after the event to open and secure the facility. Any event starting or ending before or after regular facility hours will require a charge of \$ 25.00 per instance for staff to open and secure the facility.
12. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the City.
13. The City reserves the right to cancel any reservations. When cancellations are necessary, the department will endeavor to give the Renter group a ten (10) day notice. Cancellation of an event by the City will result in a refund of fees paid.
14. Notice of cancellation of an event must be submitted in writing. Cancellations made seven (7) days prior to the scheduled event will be fully refunded upon written request to the library director. Cancellations made less than seven (7) days before the scheduled event will result in only a 50% refund of fees, upon written request to the Library Director.
15. When an event is cancelled by a Renter, the Renter may select another available date. If a satisfactory date cannot be arranged and the request for cancellation is received no later than seven (7) days prior to the scheduled event, a refund of the fees may be obtained upon written request to the Library Director.
16. Reservation fees and deposits must be paid with cash or cashier's check. Personal checks will not be accepted.
17. The City may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.

18. The security deposit shall be returned if the facility is left in a satisfactory condition as determined by City staff, no City property is missing or damaged, and the group leaves on time. Deposits shall be returned, by a check from the City, within seven (7) working days.

## **Indemnification and Insurance**

1. Renter shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the City, its officers, employees, or agents.

2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the City's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name the City, its officers, employees, and agents as additional insureds prior to the rental date of the Facility. Renter shall file certificates of such insurance with the City, which shall be endorsed to provide thirty (30) days notice to the City of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, the City may deny access to the Facility.

3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the City's facilities and adjoining property to the City Manager or his/her designee, in writing and as soon as practicable.

4. Renter waives any right of recovery against the City, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the City, its officers, employees, or agents.

5. Renter waives any right of recovery against the City, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the City, its officers, employees, or agents seek recovery against Renter.

## Security

1. The City, at its sole discretion, may require a certain number of security officers for the event. Renter shall be responsible for procuring and paying for security officers through the City or a private security agency.
2. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The City is not responsible for providing this supervision. However, the City may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

## Set Up / Clean Up / Decorations

1. Renter shall be responsible for all set-up and break-down of equipment and furniture.
2. The City does not provide coffee, condiments, or any other beverages or food items, linens, china, silverware, glassware, or serving dishes/utensils.
3. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
4. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
5. Decorations for any program must be free standing or placed on tables. Do not tape, stick, staple, glue or tack anything to the floors, walls or ceilings. Glitter, confetti, rice, birdseed, hay, etc. are not allowed. Renter shall also not drive or permit to be driven nails, hooks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
6. For fire safety, use of open flame is prohibited within the facility. Electrical extension cords and decorations shall be UL approved. Also, all exits shall be kept free of obstructions and exit doors shall remain unlocked while the facility is being used.
7. Renter shall be responsible for all ~~clean-up~~clean-up of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. This includes but is not limited to removal of cups, bottles, place settings and other items from tables, floors, counters, etc. and placing it in trash cans; ~~clean-up~~clean-up of spills on tables, chairs, floors, counters, etc.; and removal of any and all decorations. Renter shall also leave all fixtures, if any, in good working condition.

8. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the City Manager or his/her designee. The City does not assume responsibility in case of loss or damage to personal property. The City is not responsible for lost or stolen items.

9. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the City as a result.

## **Equipment / Accessories**

1. Renter shall not remove, relocate, or take City property outside of the Facility for any reason without the prior written approval of the City Manager or his/her designee.

2. Renter shall not use City equipment, tools, or furnishings located in or about the Facility without the prior written approval of the City Manager or his/her designee.

3. ~~Renter shall not drive motorized vehicles on field or green space.~~

4. City owned equipment may be used with permission of the Library ~~Director~~ Administrator only, at no additional charge. Any damage to City-owned equipment will be charged to the Renter, and if necessary, deducted from the security deposit.

5. Renter shall secure the approval of the City before using audio/visual systems, public address systems, and live or recorded amplified music. Renter shall not record, televise, or broadcast the event or any portion thereof without prior written approval of the City Manager or his/her designee.

6. Loudspeakers and/or amplified equipment must be reasonably used. Requests from City staff to reduce volume must be honored. Failure to reduce the volume of noise or sound which City staff determines to be offensive will result in immediate revocation of facility use privileges and forfeiture of all fees and deposits.

7. No adjustments or changes may be made to settings of thermostats or any other City-owned equipment in the facility. Equipment settings found to be changed after an event can and may result in deposit forfeiture.



## Fee Schedule

<u>Room</u>	<u>Capacity</u>	<u>Cost (up to 4 hours)</u>	<u>Cost (each additional 4 hours or part thereof)</u>
Community Center	50	\$75.00 per event	\$75.00 per event
Council Chambers (with permission only)	70	\$100.00 per event	\$100.00 per event
Combined Rooms (with permission only)	120	\$175.00 per event	\$175.00 per event
Refundable Cleaning/Damage deposit		\$100.00 per event	
Weekly Renter Rate — Community Center	50	\$25.00 per event	\$25.00 per event
Weekly Renter Rate — Council Chambers (with permission only)	70	\$50.00 per event	\$50.00 per event
Weekly Renter Rate — Combined Rooms (with permission only)	120	\$75.00 per event	\$75.00 per event

## Non-Profit Fee Schedule

<u>Room</u>	<u>Capacity</u>	<u>Cost (up to 4 hours)</u>	<u>Cost (each additional 4 hours or part thereof)</u>
Community Center	50	\$45.00 per event	\$45.00 per event
Council Chambers (with permission only)	70	\$60.00 per event	\$60.00 per event
Combined Rooms (with permission only)	120	\$100.00 per event	\$100.00 per event
Refundable Cleaning/Damage deposit		\$100.00 per event	
Weekly Renter Rate – Community Center	50	\$15.00 per event	\$15.00 per event
Weekly Renter Rate — Council Chambers (with permission only)	70	\$20.00 per event	\$20.00 per event
Weekly Renter Rate — Combined Rooms (with permission only)	120	\$35.00 per event	\$35.00 per event

## Facility Rules and Regulations

1. The Facility is available for use Monday thru ~~Saturday~~Friday. The facility is not available for use on ~~Saturdays~~, Sundays or regularly scheduled City holidays. All facility rentals and activities must cease by ~~4007~~:00 p.m.
2. Any activity conducted in the Facility will be conducted according to all local, state and federal laws and must conform to the written rules and regulations of the City of Imperial and Imperial Public Library
3. Any group violating the regulations and conditions governing the use of the facility shall be subject to immediate revocation of facility use and privileges. All fees and deposits previously paid will be retained by the City.
4. As per Ordinance No. 676 passed and adopted on April 7, 2004, the City of Imperial does not allow any alcohol use in or on any City facilities at any time by anyone. Failure to abide by this requirement will result in forfeiting of use of the facility and any or all fees and deposits paid.
5. City staff shall have full access to all activities, at any time, in order to ensure that all rules, regulations, and City and State laws are being observed. Renter must obey instructions of City staff on duty.
7. All minor children attending a non-City activity in the Facility must be supervised by their parent/guardian or by a designated adult chaperon.
8. Renter is responsible for keeping all guests/participants in rented areas.
9. The Facility is a non-smoking facility. ~~There is a designated smoking area in the alcove on the North side of the building.~~ The grounds will be checked before and after the event by City staff and the Lessee; cigarette butts found on the premises after an event will result in deposit forfeiture.
10. The Renter group must appear within thirty (30) minutes after the time specified on the application or the permit will be cancelled and all fees forfeited.
11. There shall be no admission charge, no ticket sales and no collections or donations solicited except by advance permission from the City Manager, or designated staff.
12. Firearms are prohibited in the facility and on the premises.
13. No animals are in the facility or on the premises with the exception of certified assistance animals.
14. Profanity and fighting are not permitted in the facility or on the premises.

15. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility, and in no event shall the Renter exceed the capacity set forth in the fee schedule.

~~16. Gambling of any kind is not permitted at the Facility~~

~~17.16.~~ If Renter violates any part of this agreement or reports false information to the City, the City may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.

~~18.17.~~ The City may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.

~~19.18.~~ Any person aggrieved by the City's decision with respect to this agreement may appeal to the City Manager or his/her designee in writing no later than five (5) days after the City's decision has been communicated to the aggrieved party.

~~20.19.~~ If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.