

**MOORPARK CITY COUNCIL
AGENDA REPORT**

TO: The Honorable City Council

FROM: Mary Lindley, Parks, Recreation & Community Services Director
BY: Stephanie Shaw, Recreation Supervisor 

DATE: January 21, 2009 (Meeting of February 18, 2009)

SUBJECT: Consider Resolutions Revising the Rules and Regulations Governing the Rental Use of City Facilities and Fees for the Use of City Facilities and Rescinding Resolution No. 2002-2027 and Resolution No. 2002-2028

SUMMARY

The Council is being asked to rescind Resolution No. 2002-2027 (Rules and Regulations Governing the Use of City Facilities) and Resolution No. 2002-2028 (Fees for the Use of City Facilities) and adopt new resolutions (Attachments A and B), which reflect recommended revisions to the existing rules and regulations and rental fees. These rules and fees were last amended in 2002.

DISCUSSION

Revisions to the Rules and Regulations Governing the Use of City Facilities:

In addition to adding definitions and general tightening of the language for clarification and better enforcement, proposed revisions to the Rules and Regulations Governing the Use of City Facilities (Facility Use Resolution) are summarized as follows:

Rental Group Classifications:

In 2006, the park rental group classifications were revised. The proposed Facility Use Resolution redefines group classifications in order to be consistent with park rental group classifications. This includes reducing the number of group classifications from 5 to 4 by combining the current groups 4 and 5, and revising Group 1 to include only City co-sponsored events (facility rules and fees do not apply to City events). In addition to revisions to provide consistency with the park group classifications, the revised Facility Use Resolution defines non-profit organizations as 501 (c) (3), (4), (6), and (19) instead of the current 501 (c) (3) only.

Priority Rental Status for City of Moorpark Residents:

Currently, City residents and non-residents are afforded an equal opportunity to reserve City facilities. Existing policy dictates rental applications 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 agencies to offer priority rental opportunities to residents by extending the rental application window.

- It is proposed that rental applications for the use of a City facility by Moorpark residents may be submitted up to 9 months prior to event date.
- Rental applications for the use of a City facility by non-residents may still be submitted up to 6 months prior to the event date.
- Rental applicants submitting an application more than 6 months in advance of the rental date must provide proof of residency.

It should be noted that prior to approving reservations, staff reviews current agreements with youth sports organizations to ensure there are no scheduling conflicts. Additionally, the City has use priority and may relocate or reschedule a private rental that conflicts or interferes with City business or programs.

Cancellations:

When rentals are cancelled with short notice, the City does not have the opportunity to secure a new renter, reducing potential revenue. Additionally, sometimes renters will secure a City rental to hold the facility as they continue to look for other rental opportunities. They may cancel their rental with the City if they find something more desirable, leaving the City with little opportunity to secure another paying renter. To discourage this practice, staff recommends the following revision. Under the current resolutions, cancellations must be submitted in writing 30 days prior to the rental date. Rental cancellation fees are set at \$10 with 30 or more days notice and \$25 with less than 30 days notice. The proposed Facility Use Resolution establishes cancellation fees that are more consistent with other public agencies renting facilities.

- 90 or more days notice: \$25 processing fee
- 15-89 days notice: \$100 cancellation fee + \$25 processing fee.
- Less than 15 days notice: Only security deposit may be refunded, less any costs incurred by the City and a \$25 processing fee.

Security Deposit Waivers:

Under the current resolution, security deposits may be waived by the Parks, Recreation & Community Services Director when the rental is categorized as a meeting and has less than 50 in attendance. The proposed Facility Use resolution reduces the attendance limit for a security deposit waiver from 50 to 25.

Insurance Requirements:

Currently, renters without their own general liability insurance policy are required to purchase insurance coverage through the City. The current coverage amounts are \$500,000 without alcohol and \$1,000,000 if alcohol will be served. These coverage amounts are no longer adequate. The proposed Facility Use Resolution increases the required coverage amounts to \$1,000,000 without alcohol and \$2,000,000 with alcohol. Businesses and organizations with their own general liability coverage may still submit proof of insurance, with the City named as additional insured, in lieu of purchasing coverage through the City.

Hours:

City facilities are currently available for rental from 7:00 a.m. to midnight. The proposed Facility Use Resolution establishes the hours facilities are available for rental as 7:00 a.m. to 10:00 p.m. Our experience has been that as rentals move into the later evening hours, our facilities sustain greater misuse. Additionally, the necessary cleanup and set up time for the following day's activities requires staff to work up to early morning hours.

Terms of Use:

Terms of Use have been added to the proposed Facility Use Resolution to better protect City property as follows:

- **Vendors/Contractors:** Requires renters to disclose any vendors or contractors working their rental, and gives the City the right to require insurance and/or a Moorpark Business Registration from any vendor or contractor.
- **Storage:** States storage space is not available to renters, with the exception of use of the refrigerator/freezer during the hours of their rental if the kitchen is rented.
- **Lost or Stolen Items:** Declares City not responsible for lost, stolen, or damaged property belonging to the renter or any person participating in the renter's event.
- **Attendance and Facility Capacity:** Requires the renter to agree that the number of attendees will not exceed the number listed on the reservation application or the posted room capacity.
- **City Access and Compliance with Laws:** Requires renter to agree to abide by all City policies, rules, and ordinances, and State, and Federal Laws, and gives City the right to access all facilities at any time.
- **Tips and Gratuities:** States City policy against any employee receiving cash, gifts, tips, or gratuities.

The Term of Use "Responsibility for Damages to the Facility and Equipment" was removed, as this language is already included under the security deposit and liability sections.

Prohibited or Restricted Activities:

The following prohibited or restricted activities have been added or revised:

- Smoking: Revised to include a prohibition on smoking within 20 feet, or the minimum required by law, whichever is greater, of exterior doors and windows.
- Gambling: Removes examples of gambling and prohibits it as defined by any Federal, State, or local law.
- Bird Seed, Rice, and Straw: Added to prohibited items. Also prohibits use of confetti, hay, sand, glitter, and similar substances.
- Arroyo Vista Gym restrictions: Added restriction of no food or beverages (other than water) allowed in gym.
- Magnolia Conference Room Restrictions: Section added to restrict room to use by Moorpark non-profit organizations for meetings, and prohibits food or beverages, except water, in the room. Limits rental availability to facility hours only.
- Alcoholic Beverages: Revised to allow consumption of beer and wine in the Moorpark Community Center Citrus Room, Apricot Room, and kitchen only and prohibits consumption of beer and wine on the patio or anywhere else on the premises. Also revised to increase liability insurance coverage requirement from \$1,000,000 to \$2,000,000.

Right of Appeal:

Under the current resolution, renters may appeal the decision by City staff to revoke a permit, levy additional charges, or retain all or a portion of the security deposit. The current Appeals process is rather cumbersome and lengthy. The process allows for an appeal to be submitted to the City within 5 calendar days of notice. The City Manager or his/her designee will affirm or deny the appeal within 5 calendar days. The renter then has a right to further appeal to the Council within 10 days of notification of the decision on the original appeal. This appeal will be considered within 30 calendar days. The current process also allows for appeals of an administrative decision regarding use or policy to be filed with the Community Services Director, which can then be appealed to the City Manager, which can then be appealed to the City Council.

The proposed Facility Use Resolution simplifies the appeals process by limiting the renter to a single appeal, which will be affirmed or denied by the City Manager or his/her designee.

Revisions to the Fees for the Use of City Facilities

Rental 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. In addition to removing language already included in

the proposed Facility Use Resolution and general tightening of the language, proposed revisions to the Fees for the Use of City Facilities (Fee Resolution) are summarized as follows:

Room Rental Fees:

Changes to room rental fees include the following:

- Increases fees to current market rate and ensures City costs are covered.
- Revises charges to reflect lower fees for smaller rooms (under the current fee resolution, there is no cost differentiation based on room size.)
- Adds fees for the Magnolia Conference Room and Cypress Room (portions of the Arroyo Vista Recreation Center expansion which was completed in September 2008.)
- Reduces the attendance categories from 5 categories (1-50; 51-100; 101-150; 151-200; 200+) to 2 categories (1-99 and 100+.)

Staff Fees:

The current resolution lists staff fees as "Direct Cost Fees" ranging from \$18 to \$20 per hour. These fees were applied when additional clean up is needed, or for after-hours rentals. These fees were not sufficient to cover the City's costs when full-time staff were scheduled for rentals. In order to ensure the City is covering its staffing costs, staff fees in the proposed Fee Resolution are set as follows:

- Full-time staff fee: \$45 per staff person, per hour
- Part-time staff fee: \$25 per staff person, per hour

As costs for part-time staff are now included in the hourly room rates, these fees would be applied only when staff is needed for additional set up, break down, or cleanup beyond normal time requirements, or for special circumstances, such as large or unusual rentals.

In the event it is necessary for law enforcement to respond to the rental as of the activities of the renter, renter's guests, attendees, employees, or vendors, the renter is responsible for the associated law enforcement costs. Fees have been established for law enforcement staff at a rate of Cost +15%.

Equipment Set Up and Use Fees:

The current fee resolution charges set up and use fees for tables and chairs based on rental attendance, rather than actual equipment used. As the attendance at a rental does not necessarily coincide with the number of tables and chairs used, the proposed fee schedule establishes a per-item charge. The proposed fee is \$5 per table and \$0.25 per chair, which also includes set up and take down by staff. These rates are below those charged by rental companies.

Equipment use fees for stage sections at AVRC remain unchanged at \$25 per section. Equipment rental fees for the large screen TV (at AVRC), sound system, mats, and podium were removed. The large screen TV has been disposed of, and the sound systems at the Arroyo Vista Recreation Center and Community Center are not available for private rental use. Staff is recommending the other items no longer be available for rental by private parties, as they are purchased for use in City sponsored programs.

Security Deposits:

Security deposits for rentals with alcohol were increased slightly, from \$450 to \$500 in the proposed Fee Resolution. It is also recommended that the security deposit for AVRC gym rentals be increased from \$500 to \$1,000. No changes are proposed to security deposit amounts for room rentals without alcohol.

Non-profit Organization Special Use:

Policy 11 of the City Council's adopted policies allows Moorpark nonprofit organizations to rent a park or building facility one day per calendar year, not to exceed 12 hours, at City's cost. Staff is recommending changing the language in the Fee Resolution to be consistent with this policy, along with some additional special use for youth sports organizations that have a current use agreement with the City. The current rental policy allows Moorpark youth sports organizations to reserve a room at a discount rate of \$15 per hour with up to 50 people in attendance, during normal business hours, and \$30 per hour during non-business hours. In order to cover the City's staff and utility costs, it is proposed that this special rate be set at \$25 per hour during normal business hours (approximately 50% of the regular nonprofit rate). Rentals under this rate are limited to the normal business of the youth sports groups, such as board and planning meetings, volunteer training, and registration. Other activities such as parties would fall under the regular nonprofit rate.

FISCAL IMPACT

Potential increase in revenue to cover the City's increased cost including but not limited to utilities, staff costs, and repair and maintenance.

STAFF RECOMMENDATION (Roll call vote)

Adopt Resolution No. 2009-____, Rules and Regulations Governing the Use of City Facilities and Resolution 2009-____, Fees for the Use of City Facilities.

Attachment A: Draft Rules and Regulations Governing the Use of City Facilities Resolution

Attachment B: Draft Fees for the Use of City Facilities Resolution

RESOLUTION NO. 2009 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOORPARK, CALIFORNIA, ADOPTING RULES AND REGULATIONS GOVERNING THE RENTAL USE OF CITY FACILITIES AND RESCINDING RESOLUTION NO. 2002-2027

WHEREAS, the City has established rules and regulations that standardize and govern the rental use of City facilities which are reviewed and revised periodically; and

WHEREAS, at its meeting of February 18, 2009, the City Council reviewed and concurred with the proposed revisions to the Rules and Regulations Governing the Rental Use of City Facilities.

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

SECTION 1. City Council Resolution No. 2002-2027 (Rules and Regulations for Renting of City Facilities) is hereby rescinded and replaced with the Resolution herein.

SECTION 2. POLICY. The general policies of the Rules and Regulations Governing the Rental Use of City Facilities shall read as follows:

Section 2.1 Purpose

The purpose of these regulations is to provide rules to govern the Rental use of certain City facilities: Community Center, Arroyo Vista Recreation Center and Gymnasium. This shall be done without regard to race, religion, sex, or economic status.

Section 2.2 Facility Rental Program Administration

The Parks, Recreation, and Community Services (PRCS) Department oversees the administration of the City's Facility Rental Program

The PRCS Director (Director) or his/her designee will have the authority to approve facility Reservation Applications in accordance with the policies contained herein. Rental Permits are not finalized until the application has been approved in writing by an authorized City representative and all Rental fees paid.

Section 2.3 Definitions

"Rental" shall mean approved use of a City facility by an individual, organization, or business.

"Renter" shall mean the individual, organization, or business responsible for the Rental.

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

“Rental Permit” shall mean an approved Facility Permit (Arroyo Vista Recreation Center) or Reservation Application (Moorpark Community Center), signed by the Director, allowing use of a City facility by an individual, organization, or business.

Section 2.4 Use Priority

Certain City facilities may be rented for public use when such use does not conflict with City business or programs. In the unanticipated event that a scheduling conflict arises that, in the sole discretion of the City, prevents or interferes with business or program operations, the Rental Permit may be canceled. In such an event, the City will make every effort to locate another City facility to accommodate the canceled Rental. If such accommodations cannot be made, a full refund of all fees paid shall be issued.

City sponsored programs shall have priority use over all reservation requests.

Section 2.5 Right to Revoke or Deny a Rental Permit

The City may revoke or deny a Rental Permit when it is determined by the Director or his/her authorized designee that the proposed use of the facility will not be in the best interest of the City.

A Rental Permit may be revoked or denied for violation of any rule or regulation contained herein by the Renter, Renter’s guests, attendees, employees, or vendors. Rental Permits may be revoked or denied if the Renter is found to have falsified or omitted information on a Reservation Application. If the City revokes or denies a Rental Permit for any of these reasons, all fees and deposits paid will be forfeited and the Renter may be suspended from future Rentals of any City facility.

Section 2.6 Right to Establish Additional Rules and Conditions

The Director may establish additional rules, regulations, and conditions pertaining to City facilities so long as they are consistent with these adopted Rules and Regulations and are published in writing.

SECTION 3. FACILITY RENTAL GROUP CLASSIFICATIONS. The facility Rental group classifications shall read as follows:

Section 3.1 Purpose

The purpose and intent of the City Council in adopting the Facility Rental Group Classifications shall be to provide direction for staff and the public relating to the classification of groups and individuals renting City facilities.

Section 3.2 Group Classification Definitions

GROUP 1 City co-sponsored programs. When deemed a community benefit, the City, at its sole discretion, may co-sponsor an activity or event. Rental fees may be applied for City incurred costs, including but not

limited to, utilities, City and law enforcement personnel costs, security, damage to City property, or any other direct cost incurred by the City.

GROUP 2 Residents of the City of Moorpark, certain Moorpark nonprofit organizations, and governmental agencies serving the residents of Moorpark for purposes where an entrance or other fee for participation is not charged and no product is sold for profit, with the exception of a nonprofit organization fundraising event.

- The designation of Moorpark resident applies to individuals who live within the incorporated Moorpark City boundary. Proof of residency will be required.
- The designation of a Moorpark nonprofit organization applies to those with current tax exempt status under Section 501(c)(3), 501(c)(4), 501 (c)(6), 501 (c)(19) of the U.S. Revenue Code and chartered within the limits of the City of Moorpark. Proof of 501 (C) status will be required.
- The designation of governmental agency directly serving the residents of Moorpark applies, but is not limited, to the following agencies: Moorpark Unified School District, Moorpark College, Ventura County Water Works District I, County of Ventura, and agencies of similar status.

GROUP 3 Residents of the Moorpark Unified School District boundaries that reside outside of the City's incorporated limits; non Moorpark nonprofit organizations, Moorpark businesses and commercial for-profit organizations for purposes where an entrance or other fee for participation is not charged and no product is sold for profit, with the exception of a nonprofit organization fundraising event.

- The designation of resident of the Moorpark Unified School District boundary applies to individuals living within the District boundaries but outside of the City's incorporated limits. Individuals will be required to show proof of address.
- The designation of non Moorpark nonprofit organizations applies to nonprofit organizations with current tax exempt status under Section 501(c)(3), 501(c)(4), 501 (c)(6), 501 (c)(19) of the U.S. Revenue Code, chartered outside of the City of Moorpark.
- The designation of a Moorpark business and commercial for-profit organization applies to businesses with an established address within the incorporated City of Moorpark and with a current Moorpark Business Registration.

GROUP 4 All other Renters not included in Groups 1, 2, or 3.

SECTION 4. RESERVATION APPLICATIONS, RENTAL PERMITS, AND CHARGES. The general policies governing Reservation Applications, Rental Permits, and charges shall read as follows:

Section 4.1 Terms of Reservation Applications

Reservation Applications for the Rental of a facility must be submitted in person. All applications must be signed by an adult (21 years of age or older) who shall agree to be responsible for said Rental, be in attendance during all the times of the Rental, meet all conditions required for the Rental, and pay all fees required. Incomplete or unsigned Reservation Applications will not be accepted.

Section 4.2 Application Period

Moorpark City residents and City of Moorpark nonprofit organizations may submit a facility Reservation Application up to nine (9) months prior to the requested Rental date. All other individuals, organizations, and businesses may submit facility Reservation Applications up to six (6) months prior to the requested Rental date. Any deviations to the application period must be approved by the Director in writing. Individuals and groups submitting Reservation Applications more than six (6) months in advance must provide proof of their City of Moorpark residency or Moorpark nonprofit organization status.

Reservation Applications are accepted on a first come, first served basis. Reservation Applications must be submitted at least thirty (30) calendar days in advance of the Rental date. Reservation Applications submitted less than thirty (30) calendar days prior to the Rental date may be considered by the Director or his/her designee.

Section 4.3 Rental Fees and Charges

Rental fees will be charged in accordance with the City's Facility Fee Resolution. A holding deposit as identified in the Facility Fee Resolution must be paid at the time of application. The holding deposit will be applied toward Rental fees. All Rental fees must be paid in full thirty (30) calendar days prior to the Rental date. If a Reservation Application is accepted by the Director less than 30 days prior to the Rental date, all Rental fees are due within one business day of notification of acceptance of the Reservation Application.

Additional charges may be levied beyond the basic Rental fees if, in the opinion of the Director, a higher level of security deposit is needed; additional staff is needed to set up, clean up, or supervise activities; law enforcement is necessary based on the nature of the Rental activity; or if the Rental request contains unusual activities or accommodation requests. Such determination shall be made by the Director or his/her designee.

Section 4.4 **Approval of Application and Issuance of a Rental Permit**

Rental Permits may be issued under the following conditions:

- The requested facility, date, and time are available for private Rentals
- The Rental will not interfere with City business or programs
- A completed and signed Reservation Application has been submitted by the Renter
- All applicable fees have been paid
- All conditions of the Rental have been met

Rental Permits are immediately revocable if false statements or omissions are made on the Reservation Application, or if the Renter, Renter's guest, attendee, employee, vendor, contractor, or subcontractor willfully violates any rule or regulation established by the City. All fees paid shall be retained in the event the Rental is terminated under these circumstances. Future use of City facilities may be denied.

Section 4.5 **Rental Cancellations**

Rental cancellations are subject to the following:

- a. For cancellations received ninety (90) days or more in advance of the Rental date, the City will refund all fees paid less a \$25 processing fee.
- b. For cancellations received between eighty-nine (89) and fifteen (15) days prior to the Rental date, the City will refund all fees paid less any costs incurred by the City, plus a \$100 cancellation fee and a \$25 processing fee.
- c. For cancellations received less than fifteen (15) days prior to the Rental date, the City will refund the security deposit only, less any costs incurred by the City plus a \$25 processing fee.

Section 4.6 **Refundable Security Deposits**

Security Deposits are required, in the amounts specified in the Facility Fee Resolution, for all Rentals. All or a portion of the deposit may be retained for excessive clean up of the facility, any damage to the premises, additional staff costs not included in the fees paid, or if the Renter fails to meet any condition of the Rental as provided for in this Resolution. Should damage, cleanup or other expenses exceed the amount of the deposit, the Renter shall be billed for the difference. The Renter's cleaning responsibilities are detailed on the Reservation Application.

At the Director's discretion, security deposits may be waived when Rental attendance is less than 25 and categorized as a meeting.

Section 4.7 Liability

All persons to whom Rental Permits are granted must agree in writing to hold the City harmless and indemnify the City from any and all liability for injury to persons or property occurring as the result of the activity sponsored by the Renter, and said person shall be liable to the City for any and all damages, to parks, equipment, and buildings owned or controlled by the City, which damages result from the activity or are caused by the Renter, Renter's guest, attendee, employee, vendor, contractor, or subcontractor in said activity. The City shall approve the form of the Indemnification and Hold Harmless. A person exercising any of the privileges authorized by this policy does so at his/her own risk without liability on the part of the City of Moorpark for any injury to persons or property resulting therefrom.

Additionally, the Renter must purchase liability insurance coverage through the City's provider for their Rental with limits of bodily injury and property damage of not less than \$1,000,000, and \$2,000,000 when beer and wine is served at the Community Center. Businesses and nonprofit organizations may provide their own insurance coverage in the same amount, with the City of Moorpark named as additionally insured. Insurance documentation including certificate of liability insurance and endorsement naming the City as additional insured, and in a format acceptable to the City, must be provided to the City thirty (30) days prior to Rental date.

SECTION 5. TERMS OF USE. The general terms of use for City facilities shall read as follows:

Section 5.1 Hours

Facilities are available for Rental seven days a week from 7:00 a.m. 10:00 p.m. There is a two-hour minimum Rental time. All Rentals serving beer and wine (Community Center only) will be limited to a maximum 5-hour Rental time for the entire event. When renting a kitchen in conjunction with a room Rental, the hours of both rooms must coincide. Facilities are not available for Rental on City holidays including but not limited to New Year's Day, Memorial Day, July 3rd, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Section 5.2 Keys

Keys to the facility will not be issued under any circumstances. Staff will be available during Rentals to accommodate any access needs by Renter.

Section 5.3 Opening and Closing Procedures

The City will be responsible for opening and closing rented facilities. City staff will conduct a walkthrough of the facility with the Renter to note any previous unusual damage prior to the use.

Section 5.4 Set Up

The City shall set up the facility for each Rental based on a diagram provided by the Renter. Set up diagrams shall be provided to the City no less than five (5) calendar days prior to the event. A fee shall be charged for equipment use and set up as specified in the Facility Fee Resolution.

Section 5.5 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. The City shall also pre-approve location and method of installation. The use of nails, tacks, scotch/duct tape or staples are not permitted. Decorations and/or any type of wire or cord may not be hung or draped on any light fixture inside/outside the facility. Time for decorating must be included in the Rental time.

Section 5.6 Vendors/Contractors

Renters must disclose any vendor, contractor, or subcontractor working their Rental including, but not limited to caterer, disc jockey, and entertainer, in the appropriate space on the Reservation Application. Failure to provide the required information will be considered falsification of the Reservation Application and may lead to the revocation of the Rental Permit and the loss of all fees paid including the security deposit.

The City reserves the right to require Renter's vendor, contractor, or subcontractor to provide insurance, name the City additionally insured, and to sign a Hold Harmless and Indemnification provision. Vendors and contractors must hold a current Moorpark Business Registration.

Section 5.7 Storage

Storage is not available with the exception of use of the refrigerator/freezer, limited to the hours of the permitted Rental. For use of the refrigerator/freezer, the kitchen must be rented and associated Rental fees paid.

Section 5.8 Lost or Stolen Items

The City is not responsible for lost, stolen, or damaged property belonging to the Renter, Renter's guest and vendors, and any other persons participating in Renter's event.

Section 5.9 Clean Up

The City shall be responsible for minimal clean up, removal of tables and chairs, and wet mopping and/or vacuuming the floors after the event. The Renter is responsible for moving all of their items at the end of their Rental. Items remaining behind will be disposed of and the staff time required to perform said

task will be deducted from Renter's security deposit. Renter shall clear all tables, remove all decorations, sweep the floor, and place all trash and debris in lined trash cans provided by City. Food and spills on the floors should be cleaned. If any stains remain, costs incurred by the City for professional cleaning will be deducted from the security deposit. If the kitchen is used, the counter must be wiped down and cleaned. If cleanup exceeds one-hour, additional labor time will be deducted from the security deposit at a rate identified in the Facility Fee Resolution. Renter should inspect the area with the assigned City staff person after the event to identify any damages or misuse resulting from the Rental activity. The Director shall make the final decision on what portion of the security deposit will be refunded.

A list of specific cleaning tasks and obligations will be provided to Renter with Rental Permit.

Section 5.10 Use of City Equipment

Tables, chairs, and other City property may be made available to individuals renting City facilities. Fees for use will be charged in accordance with the Facility Fee Resolution. This equipment is for use inside the facility only. The Renter is responsible for the condition of the City equipment at the end of the Rental. Damage to City equipment will result in a deduction from the security deposit consistent with the replacement costs of the equipment. All equipment must be used only for the purpose for which it was intended. Sitting or standing on tables is not permitted. Tables and chairs or other City property shall not be rented or loaned out for any purpose other than as part of an approved facility Rental.

Section 5.11 Attendance and Facility Capacity

Renter agrees to ensure that the number of guests or attendees does not exceed the number declared on the Reservation Application and does not exceed the posted room capacity. Non compliance with this obligation can subject the Rental to cancellation.

Section 5.12 City Access and Compliance with Laws

Renter agrees to obey all City policies, rules and ordinances, and State and Federal laws, including, but not limited to Health and Safety Codes. The City of Moorpark reserves the right of full access to all facilities at any time.

Section 5.13 Tips and Gratuities

It is against City policy for any employee to receive any form of cash, gift, tip or gratuity. If a Renter wishes to express their gratitude, a letter to the employee's supervisor would be appreciated.

SECTION 6. PROHIBITED OR RESTRICTED ACTIVITIES. Prohibited and restricted activities shall be handled as follows:

Section 6.1 Smoking

Smoking is prohibited in all City facilities and within twenty (20) feet, or the

minimum required by law, whichever is greater, of exterior doors and windows of the buildings.

Section 6.2 Open Flame Devices and Fog Machines

All open flame devices and fog machines are prohibited in all City facilities. The PRCS Department shall approve all closed flame devices before use is permitted.

Section 6.3 Amplified Sound Systems

Persons wishing to use amplified sound shall make such a request on the Reservation Application and receive written authorization from the City. Persons permitted to use sound amplification equipment shall keep the sound level of such equipment at a reasonable level to avoid disturbing nearby residents. The determination of a reasonable sound level shall be the judgment of the City employee on duty and/or the law enforcement personnel and all instructions of such persons shall be complied with immediately.

Section 6.4 Gambling

Gambling, as defined by any Federal, State, or local law, is prohibited.

Section 6.5 Bird Seed, Rice, Straw

Use of bird seed, rice, confetti, straw, hay, sand, glitter, and similar materials is prohibited.

Section 6.6 Arroyo Vista Gymnasium Restrictions

Rental of the gymnasium is restricted to those activities appropriate to take place on hard wood flooring as determined by the Director. Only soft or rubber soled shoes may be worn in the gymnasium. No food or beverages, other than water, are allowed in the gymnasium. Any exceptions must be approved in writing by the Director or Director's designee.

Section 6.7 Arroyo Vista Recreation Center Magnolia Conference Room Restrictions

This room is restricted to business meetings of Moorpark nonprofit organizations. No food or beverages, with the exception of water, are allowed in the Conference Room. The Conference Room may only be rented during regular facility hours.

SECTION 7 CONSUMPTION AND SALE OF ALCOHOLIC BEVERAGES. The City policy regarding alcohol in conjunction with a facility Rental is as follows:

Section 7.1 Arroyo Vista Recreation Center and Gymnasium

Consumption of beer and wine is prohibited at the Arroyo Vista Recreation Center and gymnasium, including the parking lot and exterior of the buildings.

Section 7.2 Community Center

Possession and/or consumption of alcohol is limited to beer and wine only and is permitted at the Moorpark Community Center, subject to the following conditions:

- A. Renter must request permission to serve beer and wine and be granted an Alcohol Use Permit, approved by the City.
- B. Maximum Rental time for all Rentals serving beer and wine may not exceed five (5) hours.
- C. Dispensing, consumption, and/or possession of beer and wine are allowed in the Moorpark Community Center Citrus Room, Apricot Room, and kitchen only. Beer and wine are not allowed on the patio, in the parking lot, or anywhere else on the premises under any circumstances.
- D. A State Department of Alcoholic Beverage Control permit shall be required when beer and wine are to be sold. Said permit shall be secured by the Renter, and a copy provided to the PRCS Department no less than ten (10) calendar days prior to the scheduled Rental date. Failure to do so will constitute cancellation of Rental and forfeiture of Rental fees paid.
- E. Beer and wine shall not be sold or served one (1) hour prior to closing time of Rental.
- F. The sale or consumption of beer and wine may occur during operating hours only if the function will not disrupt or conflict with City business or programs.
- G. The Renter shall provide two security guards, from the time beer and wine is served until all guests have vacated City property. The Renter shall pay for all costs related to providing security guards to the security company in advance of the Rental. A copy of the security guard contract and proof of payment shall be provided to the PRCS Department no less than ten (10) calendar days prior to the scheduled event. Failure to do so will constitute cancellation of Rental and forfeiture of Rental fees paid. This cost is in addition to any other facility use fees and deposits charged by the City.
- H. The Renter must purchase liability insurance coverage through the City's provider for their Rental with limits of bodily injury and property damage of not less than two million dollars (\$2,000,000) when beer and wine is served at Moorpark Community Center. Businesses and nonprofit organizations may provide their own insurance coverage in the same amount, with the City of Moorpark named as additional insured. Insurance documentation including certificate of liability insurance and endorsement naming City as additional insured and written in a format accepted to the City, must be provided to the City ten (10) calendar days prior to the Rental date. Failure to do so will constitute cancellation of Rental and forfeiture of Rental fees paid.

SECTION 8. SPECIAL CIRCUMSTANCES. Special circumstances with facility Rentals shall be handled as follows:

Section 8.1 Right of Appeal

A Renter has the right to appeal the decision by City staff to deny or revoke 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) business days of receiving notification of permit denial or revocation, additional charges levied or the withholding of the security deposit. The City Manager or his/her designee will affirm or deny the appeal in five (5) business days. The decision of the City Manager shall be final.

Section 8.2 Suspension of the Rules

The PRCS Department administers the use of the facilities. For good cause, rules contained herein may be temporarily suspended and/or modified by the Director as deemed necessary.

Section 8.3 Complaints

Forward your concerns in writing to:

City of Moorpark
799 Moorpark Avenue
Moorpark, CA 93021
Attn: Director of Parks, Recreation, and Community Services

SECTION 9. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 18 day of February, 2009.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, Assistant City Clerk

RESOLUTION NO. 2009 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MOORPARK, CALIFORNIA, ADOPTING REVISED
FEES FOR THE USE OF CITY FACILITIES AND
RESCINDING RESOLUTION NO. 2002-2028

WHEREAS, the City has adopted a schedule of fees for the rental of City facilities; and

WHEREAS, at its meeting of February 18, 2009 the City Council reviewed and concurred with the amendments to the Rules and Regulations Governing the Use of City Facilities; and

WHEREAS, City Council Resolution No. 2002-2028 (Fee Schedule For City Facilities) shall be rescinded and replaced with the Resolution herein.

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

SECTION 1. City Council Resolution No. 2002-2028 (Fee Schedule for City Facilities) is hereby rescinded and replaced with the Resolution herein.

SECTION 2. FEES AND CHARGES. Fees and charges for the use of City facilities shall be as follows:

Section 2.1 Purpose

The purpose and intent of the City Council in adopting the Facility Rental/Use Fee Schedule shall be to provide directory guidelines for staff and the public relating to the fees and deposits required to rent City facilities and amenities. The City shall reserve the right to make adjustments or impose additional fees on a case-by-case basis.

Section 2.2 Facility Use Fees

Fees are calculated on an hourly basis unless otherwise noted.

- A. AVRC Sycamore Room. Seating capacity: Up to 158 seated with tables and chairs, up to 340 seated theater style.

Community Center Apricot Room. Seating capacity: Up to 150 seated with tables and chairs, up to 205 seated theater style.

Number of People	Group 1	Group 2	Group 3	Group 4
1-99	City's Cost	\$50	\$60	\$70
100-340	City's Cost	\$60	\$70	\$80

- B. AVRC Jacaranda and Cypress Rooms. Seating capacity: Up to 98 seated with tables and chairs, up to 210 seated theater style.

Community Center Citrus Room. Seating capacity: Up to 80 seated with tables and chairs, up to 100 seated theater style.

Number of People	Group 1	Group 2	Group 3	Group 4
1-99	City's Cost	\$40	\$50	\$60
100-210	City's Cost	\$50	\$60	\$70

- C. AVRC Magnolia Conference Room. Seating capacity up to 25.

Number of People	Group 1	Group 2	Group 3	Group 4
1-25	City's Cost	\$20	\$30	Not available

- D. Kitchen Use Fee - AVRC and Community Center (Calculated hourly in conjunction with a room rental. (Kitchen may not be rented by itself.)

Group 1	Group 2	Group 3	Group 4
City's Cost	\$20	\$30	\$40

- E. Gymnasium Use Fee (Calculated hourly based on number of persons attending.)

Number of People	Group 1	Group 2	Group 3	Group 4
1-99	City's Cost	\$50	\$60	\$70
100-300+	City's Cost	\$60	\$70	\$80

- F. Equipment Use Fees (includes set-up and take-down.)

Item	Fee
Table	\$5 each
Chair	\$0.25 each
Stage	\$25 section

Section 2.3 Refundable Security Deposits

- A. Facility Damage/Security Deposit Without Alcohol..... \$300
- B. Facility Damage/Security Deposit With Alcohol \$500
- C. Arroyo Vista Gymnasium Damage/Security Deposit: \$1,000
- D. Holding Deposit\$125

Refunds of deposits are contingent upon meeting all the requirements for the rental of the facility. All or a portion of the deposit may be retained for reasons as described in Section 4.6 of the Rules and Regulations Governing the Rental Use of City Facilities.

Section 2.4 Additional Charges

Additional charges over the basic rates are as follows:

- A. Staff Fees: Charged when staff is needed for additional set up, breakdown or cleanup beyond normal time requirements or special circumstances.

Full-time staff fee: \$45 per staff person, per hour

Part-time staff fee: \$25 per staff person, per hour

- B. Law Enforcement Fees: Fees for law enforcement.

All Groups
Cost + 15%

- C. Insurance Fees: Insurance fees shall be charged to Renter in accordance with current rates as established by the City's current insurance provider. Insurance fees may be waived for organizations and businesses who provide insurance in accordance with Section 4.7 of the Rules and Regulations Governing Rental Use of City Facilities.
- D. Other Charges: Additional charges may be levied for rental requests containing unusual activities or accommodations as determined by the Director.

Section 2.5 Non-Profit Organization Special Use

- A. In accordance with the adopted Council Policies, once each calendar year, a City of Moorpark, nonprofit organization may reserve the Arroyo Vista Recreation Center or the Moorpark Community Center at the City's direct costs. Proof of nonprofit status is required.
- B. Those events which qualify shall be of a nature whereby the benefit of the event will serve the community and/or involve all those City residents who are interested in this event. Examples include citywide events by Girl or Boy

- Scouts, service organizations, including fund-raising activities, and special events such as Country Days, which have a direct benefit to City residents.
- C. Regular organizational meetings or activities shall not qualify for this fee.
 - D. Direct staff costs shall be defined as hourly staff costs, including all personnel benefit costs required for the event and any other out-of pocket costs incurred by the City.
 - E. The event shall not exceed twelve (12) hours.
 - F. Reservation Application and deposit must be submitted in accordance with the Rules and Regulations Governing the Rental Use of City Facilities, and all other City fees, restrictions and regulations apply.

SECTION 2.6 Youth Sports Organization Special Rate

City of Moorpark Youth Sports Organizations that have a current use agreement with the City may request a special rental rate of \$25 per hour for use of any one single room at the Moorpark Community Center or Arroyo Vista Recreation Center, for a rental directly associated with the organization's business, such as planning meetings, training sessions, and registration. A Reservation Application and deposit must be submitted in accordance with the Rules and Regulations Governing the Rental Use of City Facilities, and all other City fees, restrictions and regulations apply.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED AND ADOPTED this 18th day of February, 2009.

Janice S. Parvin, Mayor

ATTEST:

Maureen Benson, Assistant City Clerk