

RESOLUTION NO. R2015-4

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA PROVIDING FOR RULES AND REGULATIONS CONCERNING THE RENTAL OF CERTAIN CITY FACILITIES; PROVIDING FOR A FEE SCHEDULE FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Wildwood provides the opportunity for residents, businesses, and organizations to rent the Wildwood Community Center, the Oxford Community Center, and the Martin Luther King Community Center (MADDADS building);

WHEREAS, the City wishes to update and adopt rules and regulations concerning the rental of these facilities; and

WHEREAS, the City wishes to update and adopt rental rates concerning the reservation of these facilities;

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COMMISSION OF THE CITY OF WILDWOOD, FLORIDA, THAT:

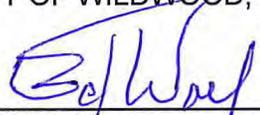
1. The City of Wildwood hereby adopts "The City of Wildwood Parks and Recreation Department Rules and Regulations for Facility Rentals" attached to this Resolution as "Exhibit A."

2. The City of Wildwood hereby adopts "The City of Wildwood Parks and Recreation Department Facility Rental Fee Schedule" attached to this Resolution as "Exhibit B."

3. This Resolution shall take effect immediately upon its adoption by the City Commission of the City of Wildwood, Florida. All prior rental reservations shall remain in effect.

DONE AND RESOLVED, this 9th day of February, 2015, in regular session, by the City Commission of the City of Wildwood, Florida.

CITY COMMISSION
CITY OF WILDWOOD, FLORIDA



Ed Wolf, Mayor

SEAL

ATTEST:


Cassandra Lippincott, City Clerk

City of Wildwood

Parks and Recreation Department

Rules and Regulations for Facility Rentals

Intent: The intent of the City of Wildwood is to adopt uniform policies and procedures concerning the rental of certain City facilities. The City recognizes the use of the facilities by individuals, businesses, non-profit organizations, and public agencies serve an important role in enhancing the quality of life within our community. In order to responsibly allocate City resources and to protect the public's safety and well-being, it is necessary to regulate the use of City facilities and related services with the use of public property. The facilities subject to the policies and procedures set forth are inclusive of the following:

Facility	Address
MLK Community Center (MADDADS)	101 Martin Luther King Jr. Avenue
Wildwood Community Center	6500 Powell Road
Oxford Community Center	4027 CR 106

Rules and Regulations: As a condition of the facility rental the individual, business, or agency shall be provided a copy of these rules and regulations, and the renter shall sign a copy of these rules and regulations acknowledging receipt and understanding of such.

A. RESERVATIONS, FEE PAYMENTS, AND FACILITY USE AGREEMENTS:

1. All reservations for use of the facility shall be through the Parks and Recreation Department (located at City Hall) between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. A **Facility Use Agreement** is required to be signed by the renter and kept on file in the Parks and Recreation Department.
2. A **Reservation Fee (nonrefundable)** must accompany the **Facility Use Agreement** to guarantee the date requested.
 - a. The **Reservation Fee** is nonrefundable.
 - b. The purpose of the **Reservation Fee** is to offset administrative costs associated with the processing and handling of the facility rental, as well as to mark the facility as unavailable to others who may be seeking a rental use during the same period.
 - c. The **Reservation Fee** will not be returned if an applicant cancels the event.
3. A **Security Deposit (refundable)** is also required. The intent of the security deposit is to cover unintended damage to and excessive cleaning of a facility during use by the renter. The Security Deposit fee schedule is established by the City Commission.
4. Reservations are processed on a first come, first serve basis. Upon execution of the **Facility Use Agreement** and payment of the applicable deposits, the facility shall be considered reserved by the renter.
5. The **Facility Use Agreement** is valid only upon the renter's signature and after the City is in receipt of all fees due.

6. The **Facility Use Agreement** may not be entered into by anyone under the age of 18. If alcohol will be present (where permissible) the person must be 21 years of age. The name of the individual or group whose name appears on the **Facility Use Agreement** will be held responsible for all damages and excessive cleanup fees incurred during the use of the facility as stated herein.
7. The renter must keep a copy of the **Facility Use Agreement** on hand at all times while using the facility and must display such when approached by City staff.
8. For businesses, corporations, non-profit organizations, and other similar entities, the renter must affirm that he or she has the express authority to enter into the **Facility Use Agreement**.
9. Rental fees are assessed to help offset the cost to the City of Wildwood for additional air conditioning, heating, lighting, water, maintenance of facility, contents, and grounds required for these extra facility uses.
10. Sales tax will be charged at the current rate on all rentals, as required by state statute. If the applicant/organization is tax exempt, a copy of the tax-exempt certificate is required.
11. Renters are required to disclose the use of bands, Disc Jockeys, or other amplified devices that may affect other renters from using a facility simultaneously (adjoining rooms). Failure to disclose this information may result in the termination of the **Facility Use Agreement** and the expulsion from the premises.
12. Any activity in which the facility is used shall be conducted according to law.
13. No religious groups may use any facility as a church or place of worship. This is not to preclude a religious institution from renting the facility.
14. Any breach of these rules and regulations shall constitute a forfeiture of any and all fees paid by the renter for the use of the facility.

CANCELLATIONS:

1. The rental fee and security deposit may be refunded to the renter if the City is in receipt of **written notice** to cancel the reservation no later than 14 calendar days prior to the reservation date. The **Reservation Fee** will not be refunded in the event of a cancellation.

SECURITY DEPOSITS:

1. The **Security Deposit** shall be refunded to the renter if the facility is left in reasonably the same condition as it was found, and the renter has met its cleaning obligation as stated herein.
2. Costs due to damages to the facility, contents, or grounds as well as excessive cleaning will be deducted from renter's **Security Deposit**. In the event the damage exceeds the deposit amount the renter shall be billed.
3. The **Security Deposit** will be used to recover all actual costs incurred for the event due to damages or excessive cleaning as stated herein.
4. The remaining **Security Deposit** shall be returned to the renter within 14 days following the event.

RENTAL PERIOD AND PRE AND POST CHECKLIST:

1. The facilities are typically available seven days per week between the hours of 7:00 a.m. and 12:00 a.m. midnight. However, the City reserves the right to limit the days and hours of availability of any facility at its discretion.
2. The minimum rental period for any room in any facility is two (2) hours. Additional time is charged on a per-hour basis as established in the fee schedule.

3. Rental period includes the time required for setting up of tables and chairs, decorating, and other set ups, and clean-up of the facility. All time used beyond the paid rental period will be deducted from the **Security Deposit** prior to refund.
4. Each renter must conduct a pre and post event walk through with a City staff member. Any discrepancies are to be noted in writing on the **Pre and Post Checklist** and should include discrepancies such as damages, areas and items not cleaned properly, or requiring additional cleaning, etc. Anything noted after the renter's usage including damages or items or areas requiring additional cleaning by City of Wildwood cleaning staff will be deducted from renter's **Security Deposit**. Both the City and the renter are required to sign the **Pre and Post Checklist** acknowledging the condition of the facility prior to rental.
5. To be courteous to others who may have rented the facility afterwards, the outside of the facility and parking lot shall be cleared immediately following the reservation.

MULTIPLE USER ISSUES (APPLICABLE TO WILDWOOD COMMUNITY CENTER ONLY):

1. Renters acknowledge there may be other reservations within different rooms within a facility that may be occurring simultaneously. For exclusivity, the City allows renters to reserve an entire floor or the entire facility.
2. The City will try not to locate an incompatible use in an adjacent room and will disclose to prospective renters of the nature of the existing reservations so that the renter may make an informed decision on renting the facility.
3. All renters and guests are to be respectful of any other users of the multi-room Community Center facility and do not have exclusive use of facilities. Others have paid rental fees as well, and, have mutual rights to such amenities as parking and the ice machine.
4. If a problem is experienced with another mutual renter the City's on-site staff person must be notified.
5. So as not to interfere with other on-going activities/programs, users are to remain in assigned areas, and renters are responsible for counseling and controlling their guests and preventing their access to non-booked rooms or other areas even if they are unsecured.

ON-SITE STAFF AND POLICE OFFICER:

1. A City staff person may be on-site during the rental to insure the renter's compliance with stated policies. In the event a City staff person will not be on site during the rental, the renter will be provided with a phone number of an on-call staff person to assist the renter as needed.
2. The City reserves the right, at its sole discretion, to require the presence of a Police Officer for security purposes. If the City determines the presence of a Police Officer is necessary to protect the public's health and safety the renter shall be responsible for the additional fees associated with the Police Officer's time in accordance with the adopted fee schedule.
3. City Staff and/or Police Officer have the authority to eject individuals for rowdy, destructive, or inappropriate behavior and to immediately terminate the Facility Use Agreement due to just cause.

ALCOHOL (PERMISSIBLE ONLY AT THE WILDWOOD COMMUNITY CENTER):

1. The consumption, sale, or distribution of alcoholic beverages is permissible only at the Wildwood Community Center by persons over the legal drinking age of 21 years old. Alcohol is prohibited at all other facilities.
2. **ALCOHOL WAIVER:** No alcoholic beverages may be sold or consumed in the facility or on the premises without an **Alcoholic Beverage Permit**. Application for such a permit shall be made through the Parks and Recreation Department and approved by the City Manager.

3. **ALCOHOL SALES:** Alcoholic beverages may not be sold without compliance with all of the following:
 - a. Any person or entity selling alcohol at the facility must provide liquor liability insurance for every event when alcohol is served.
 - b. Any entity selling alcohol at the facility must have an alcoholic beverage permit issued by the State of Florida and provide a copy of it to the City of Wildwood.
 - c. At any function where alcohol is to be sold at the facility, the applicant must provide the City with proof of a minimum \$1 million general liability insurance coverage with the City of Wildwood named as a co-insured and liquor liability insurance with a minimum coverage of \$1 million with the City of Wildwood named as the co-insured.
 - d. The provision of such insurance shall not be deemed as a waiver of the City's sovereign immunity.

TRAFFIC AND PARKING:

1. Caution must be taken to prevent harm to pedestrians and/or damage to vehicles. Renters and their guests must obey all traffic signs and adhere to Florida traffic laws.
2. Renters are required to park in designated parking areas only. Blocking of entrance ways, drop off areas, and loading areas is prohibited.
3. Congregating, loitering, or lingering in the parking area is prohibited.

FOOD SERVICE AREA FACILITIES:

1. Cooking is not allowed in any facility unless within a microwave oven (if available at the facility). All food should be prepared prior to the rental.
2. User must provide all items needed for serving and for proper cleanup. The City does not provide pots, pans, potholders, cups, glasses, plates, utensils, or other preparation and serving items. The use of recyclable plastic ware is recommended.

DECORATIONS, SIGNS AND OTHER SIMILAR MATERIALS:

1. Decorations, signs and other similar materials are permissible and may be attached to the walls. However, damage to the walls due to the use of tape or other adhesives, nails, tacks, screws, staples or similar articles on interior or exterior surfaces is strictly prohibited.
2. The hanging of any items from the ceiling in any facility is prohibited.
3. City owned items shall not be removed from the facility or from the walls, including but not limited to pictures, notices, seasonal decorations, artificial flowers and plants, small tables, lamps, etc.

PROHIBITED ACTIVITIES AND ITEMS:

1. The following activities and items are strictly prohibited: Possession, distribution, or use of illegal drugs; use of tobacco products unless with designated smoking areas; candles; animals and pets; weapons of any kind; gambling; horseplay and other activity which may cause injury; sitting or standing on tables or chairs; and any other activity which the City deems inappropriate.

USER CLEANUP RESPONSIBILITIES:

1. No extra time will be allotted at the end of the rental period for cleanup. Renters acknowledge the facility **MUST** be vacated and cleaned by the time the rental period ends. If not, then the **Security Deposit** may be used to cover this additional expense. Times listed in the facility rental contract must include set-up and clean up.

2. The renter is responsible for the following cleanup:
 - a. **REMOVAL OF PERSONAL ITEMS:** The renter is responsible for the removal of all items he/she brought with them. It is not the City's responsibility to return left over items to the renter and the City bears no responsibility for lost items.
 - b. **TRASH AND WASTE:** All trash and waste are to be properly disposed of. The City provides trash cans with liners the renter may use. All trash cans are to be emptied and placed into the dumpster located at the facility. Liners are to be placed in the trash cans for use by the next user of the facility.
 - c. **TABLES AND CHAIRS:** All tables and chairs utilized by the renter must be washed stacked as they were found.
 - d. **FOOD SERVICE EQUIPMENT:** All microwaves, refrigerators, freezers, ovens, stovetops, sinks, counter tops, and other similar items must be wiped down and cleaned.
 - e. **FACILITY ROOM(S):** All rooms including the restrooms are to be free of debris and wiped cleaned.
 - f. **EXTERIOR AREAS – GROUNDS & PARKING:** All areas utilized must be cleaned up before leaving, including the entrance road, walkways, grass areas, park areas, parking, travel ways, and other areas accessible to the renter and their guests.

ADDITIONAL RENTER RESPONSIBILITY:

1. Renters are responsible for the conduct and actions of their guests and for controlling their behavior in and around the facility. This includes prohibiting horseplay and running in any of the rooms, to keep children under control at all times, and to keep guests and children out of any areas not included in the reserved area(s).
2. To report any damages or malfunctions to the on-site City staff member as soon as it occurs or is discovered.
3. To abide by the maximum occupancy rates set by the Fire Marshal for any/all rooms rented by user.
4. For obtaining all necessary licenses and permits, and for paying all taxes, which may be required.
5. To comply with all normal safety practices, as all risky, dangerous, or illegal undertakings are strictly prohibited.

CITY OF WILDWOOD'S RIGHTS AND DISCRETIONS:

It is the City of Wildwood's right:

1. To refund, cancel, or reschedule a reservation if an emergency situation arises. **The Wildwood Community Center is a primary State of Florida Storm Shelter**, which could be activated if a storm hits anywhere in the state, or for any other act of God that may occur necessitating the use of the Storm Shelter.
2. To accept or reject any person(s) from renting any of the City's facilities to reject any items renter requests to bring into the facility or onto the premises.
3. To terminate the **Facility Use Agreement** with just cause. "Just Cause" shall mean, in the City's sole discretion, any act or action which may damage the property, create a nuisance, violate City codes, State or Federal law, or which creates a danger or risk to the public, and to remove from the premises any individual or group due to damage to the facility, disturbing the peace or disruptive or inappropriate behavior, and, to refuse future bookings to individuals or groups that have been expelled from a facility or caused damage to a facility.
4. To request the renter to pay for the presence of a Police Officer for such events that may warrant the need for the additional security measures, such as but not limited to large parties, proms, dances, and events where alcohol is served.

5. To have City sponsored programs, events, activities, and classes have priority over all other requests for use. All other rental events may be scheduled on a date that does not conflict with a City event.
6. To require the renting organization or individual to provide comprehensive general liability insurance in an amount specified by the Human Resource Director if the City deems it necessary, with City of Wildwood listed as "Additional Insured" and an original copy of the insurance certificate provided, if insurance is necessary.
7. The City of Wildwood, its officials, agents, and employees, are not responsible and will not be held liable for loss or damage to personal property or accidents, personal injury, or death that occurs by the negligence of others during the use of the facility. Any accident or injury must be reported to the Human Resources Director IN WRITING within 24-hours.
8. Rental to groups composed primarily of minors (under the age of 18) will be issued only to adults over the age of 25 who accept responsibility for supervising the minors throughout the rental period. The City reserves the right to require chaperones at its sole discretion. Any activities dealing with minors shall cease by 11:00 p.m.
9. The City has the discretion to block out time periods between rentals to allow for cleanup and to limit the days and hours of the rental period due to holidays.

ACKNOWLEDGEMENT

The undersigned acknowledges receipt of all rules and regulations related to the use of the facility that he/she has agreed to rent and understands that he/she is bound by these rules and regulations herein. In the event the user is a Florida corporation, the undersigned affirms that he/she has the express authority to sign on behalf of the organization.

Applicant's Printed Name

City Staff Person's Printed Name

Applicant's Signature

City Staff Person's Signature

CITY OF WILDWOOD PARKS AND RECREATION DEPARTMENT FACILITY RENTAL FEE SCHEDULE

RESERVATION FEE (Non Refundable)	City Residents and Businesses		Non-Residents and Outside Businesses		For Profit Events	
Wildwood Community Center	\$20		\$20		\$20	
Oxford Community Center	\$10		\$10		\$10	
MLK Community Center	\$10		\$10		\$10	
BASE RENTAL FEE	City Residents and Businesses		Non-Residents and Outside Businesses		For Profit Events	
Wildwood Community Center	First 2 Hrs	Each Additional Hr	First 2 Hrs	Each Additional Hr	First 2 Hrs	Each Additional Hr
Jefferson, Lincoln or Franklin Room	\$60	\$30	\$85	\$40	\$110	\$50
Washington Room	\$110	\$30	\$160	\$40	\$210	\$50
Washington Room and one small room	\$155	\$48	\$227	\$67	\$300	\$86
Washington Room and two small rooms	\$195	\$64	\$287	\$91	\$380	\$118
Entire bottom floor	\$230	\$88	\$340	\$112	\$450	\$146
President's Hall (2nd floor)	\$260	\$30	\$385	\$40	\$510	\$50
Entire Community Center	\$455	\$90	\$677	\$130	\$900	\$170
Oxford Community Center	\$40	\$20	\$40	\$20	\$40	\$20
MLK Community Center	\$20	\$10	\$20	\$10	\$20	\$10
SECURITY DEPOSIT	City Residents and Businesses		Non-Residents and Outside Businesses		For Profit Events	
Wildwood Community Center	\$100		\$100		\$100	
Oxford Community Center	\$50		\$50		\$50	
MLK Community Center	\$50		\$50		\$50	

Notes:

- 1) If Police Officer is requested or required by the City Manager, the rates shall be subject to an additional hourly charge of \$25.00 (\$50.00 if a Holiday)
- 2) Established NPOs and community based NGOs receive a 50% discount off the base rental fee