

City of Mt. Morris
A J LaFurgey Community Room
PROPOSED UTILIZATION POLICY
ADOPTED December 9, 2019

1. PURPOSE

The purpose of this policy is to set forth how the City allocated the use of the Community Room (the “Room”) both by user and frequency of use, enforces those policies and provide for administrative hearings for those who do not feel they were treated fairly or in accordance with this policy. The intent is to provide a low-cost facility for the City’s many residents, taxpayers and organizations, ensure them the greatest access practicable, hold them responsible for the maintenance and cleanliness of the facility, and to be a good neighbor to the surrounding area.

2. RESPONSIBILITY

The City Manager (the “Manager”) is primarily responsible for the administration of this policy. When directed by this Policy or Ordinance, appeals from the Manager’s decisions may be heard by the City Council. The Manager shall be allowed to make changes to this policy as the need for change occurs.

The renter indemnifies the City of Mt. Morris and its members or agents against all liability to persons or property on the premises known as The A.J. LaFurgey Community Room.

3. ELIGIBLE USERS

The following are the individuals and organizations that may use the Room:

- A. **City Residents**: those who reside within the city limits of Mt. Morris
- B. **Non-City Residents**: Those who do not reside within the city limits of Mt. Morris
- C. **City Taxpayers**: Those who have incurred a real or personal property tax bill at the time of application to use the room and who remain a city taxpayer at the time of using the room.
- D. **City Employees**: Those who are on the paid payroll of the City at the time of application to use the room and who remain a city employee at the time of using the room.
- E. **Service Groups (City Based)**: Service groups that are based in the city of Mt. Morris such as Kiwanis, Lions, Scout Troops and the like. Proof of being city based may include Articles of Incorporation which include a majority of the organizations board or officers as City Residents or Taxpayers or the organizations Charter which spells out as its primary focus service to the residents of the city of Mt. Morris.
- F. **Service Groups**: Service organizations which may be based outside the city of Mt. Morris but serve the residents of the city. Proof of serving the city may include the organizations charter which spells out that the city of Mt. Morris is within its service area, membership rosters showing a substantial portion of the membership comes from the city or events calendars showing a substantial number of activities and events occur within or benefit the city.
- G. **Non-Profit and Government Agencies**: Non-Profit and Government agencies whose purpose is to provide intake, counseling, recruitment, and the like where a substantial portion of the population served is expected to be residents or taxpayers of the city. Proof of this can be a statement to that effect by the organization and a subsequent client profile showing the users residence if so requested.

- H. **Organized Groups:** Loose associations of people, which are not chartered or incorporated, which meet for a single recreational or social purpose uniting them, i.e. seniors, quilters, amateur radio enthusiasts and the like- where the majority of the users are from categories A, B, and C above.

4. INELEGIBLE USERS

All those parties who do not fit the classification of Eligible Users are not eligible to use the room. This also means that the right to use the room cannot flow from one party to another by means of an Eligible User requesting the use of the room. The eligible user must be the intended and primary user of the room both at the time of application and the use of the room.

5. INELIGIBLE USES

The room may not be used for the solicitation of sales or services, the actual sale of product or services of the distribution of product or services by for-profit individuals, businesses or organizations.

This is not meant to eliminate the use of the room for such solicitations, sales or distributions by non-profit, government or service organizations or agencies. This is not meant to eliminate the use of the room by businesses which are taxpayers or which are owned by residents for such incidental uses as recruitment and interview of personnel, employee retreats, planning sessions, seminars and the like. This section is intended to restrict the use of the room as a taxpayer supported competitor to the merchants, business, and property owners who pay rent, staff and taxes as a cost of their business.

6. TIME SLOTS FOR USE OF THE FACILITY

- A. **Weekend and Holidays:** The room is allotted for the entire day on Saturday's, Sunday's and the following legal holidays:

New Year's Day	M.L. King Day	Presidents Day	Memorial Day	July 4th
Labor Day	Columbus Day	Veterans Day	Thanksgiving	Christmas

- B. The room is allotted for such times the manager shall determine are reasonable to ensure the applicant has the ability to fully conduct their event or program but does not infringe on other eligible users to the point of restricting the use of the room.

7. CONDITION AND TIMES FOR VACATING THE ROOM

All users are expected to use the Room in a manner which does not cause excessive wear and tear, damage the Room and its furnishings, and are suitable for the incoming user. Users are to notify the city if it finds the Room in less than acceptable condition or of any damage which might have occurred during their use of the Room.

The Room is to be left vacant of all users by agreed upon time, cleaned, and locked by the following times- depending on the time slot which was requested- as follows:

1. Weekend and Night: NO LATER THAN MIDNIGHT
2. Day: One hour after the time slot requested

8. FEES

FOR SERVICE GROUPS, NON-PROFITS & ORGANIZED GROUPS

*See ELIGIBLE USERS, page 1 & 2, section E, F, G & H

1. **Non-Profit Groups** - \$100.00 Damage Deposit for the year. - No Rental Fee for using the room.
2. **Senior Citizen Groups** - \$100.00 Damage Deposit for the year. - No Rental Fee for using the room.
3. **Organized Groups** - \$100.00 Damage Deposit for the year. - No Rental Fee for using the room.
4. **Service Groups** - \$100.00 Damage Deposit for the year. - No Rental Fee for using the room.

The four groups (listed above) may opt to pre-select their rental dates for the up-coming year.

*See FIXED TIME SLOTS FOR GROUPS, page 4, section 11.

The four groups (listed above) may pre-select **no more than** the following number of rental dates per year during the OPEN RENTAL PERIOD:

- Any (1) Weekday per week (Monday, Tuesday, Wednesday, Thursday or Friday) per month
- Any (1) (Saturday - Sunday) per month

NOTE: The four groups (listed above) may request additional days in the upcoming year to use the room at no charge, IF:

- The group makes their additional requests AFTER January 1st of the upcoming year;
- Their requested rental date(s) is not booked more than 6 weeks before the requested date of use;
- They understand that All OPEN RENTAL PERIOD requests are on a first come, first serve basis regardless whether a group or an individual is requesting use of the community room.

FOR CITY RESIDENTS, NON-CITY RESIDENTS, CITY TAXPAYERS & CITY EMPLOYEES

*See ELIGIBLE USERS, page 1 & 2, section A, B, C & D

1. City of Mt. Morris Residents - \$75.00 Damage Deposit per rental date PLUS \$125.00 Rental Fee per rental date.
2. Non-city of Mt. Morris Residents - \$75.00 Damage Deposit per rental date PLUS \$175.00 Rental Fee per rental date.
3. City Taxpayers - \$75.00 Damage Deposit per rental date PLUS \$125.00 Rental Fee per rental date.
4. City Employees - \$75.00 Damage Deposit per rental date PLUS \$100.00 Rental Fee per rental date.
5. A 25.00 dollar late key fee will be deducted from refundable deposit if key is not turn in on time.

The four classifications of INDIVIDUALS (listed above) may request to rent the community room for multiple dates in the upcoming year, beginning on November 15th for the calendar year of January 1st through December 31st.

*See (PERIODIC TIME SLOTS FOR ALL USERS), page 4.

The four classifications of individuals (listed above) may request as many date(s) as they want as long as:

- A. Requests are made AFTER November 15th for dates in the upcoming year (Jan. 1st – Dec. 31st);
- B. The full \$75.00 Damage Deposit PLUS the full RENTAL FEE (see fees above) are paid for EACH date that is requested. A completed RENTAL FORM with FULL PAYMENT (rental fee AND Damage Deposit Fee) must be submitted with each date officially requested.
- C. All OPEN RENTAL PERIOD requests are on a first come, first serve basis.

CANCELLATIONS

The RENTAL FEE and the DAMAGE DEPOSIT FEE will be refunded in full if the user cancels their request for the use of the room, provided that the cancellation occurs NO LESS THAN 30 days prior to the date of use.

A cancellation occurring with LESS THAN 30 days notice will receive a refund of 100% of the DAMAGE DEPOSIT FEE that was pre-paid and 50% of the RENTAL FEE that was pre-paid.

9. SCHEDULE YEAR FOR THE ROOM

The room shall be scheduled on a calendar basis of January 1 to December 31.

10. APPLICATIONS TO USE THE ROOM

All requests to use the room shall be on a form to be prescribed by the city manager. Such form shall include sufficient information to determine that the applicant is an eligible user and that the use is a permitted one.

11. FIXED TIME SLOTS FOR GROUPS

Annually there shall be an application period of 30 days in which Service Organizations, Non-Profit and Government Agencies, and organized groups who are meeting for a recreational or social purpose may request regular fixed time slots to use the room. This period opens no earlier than September 1 and closes no later than November 1 of the year preceding the Rooms schedule year. The groups shall then be awarded their requests to the extent possible. ALL REQUESTS FOR DATES SHALL BE ON A FIRST COME, FIRST SERVE BASIS. In the case of conflicting requests, the manager shall contact the groups to try and determine a suitable alternate time.

12. PERIODIC TIME SLOT FOR ALL USERS

Annually, on the 15th of November, or the following business day if said date falls on a weekend, the city shall then accept applications by all classes of users for the use of the room for the following Schedule Year. ALL REQUESTS FOR DATES SHALL BE ON A FIRST COME, FIRST SERVE BASIS.

13. PROHIBITED ACTIVITIES

No user may possess, consume or distribute any alcohol or controlled substance. No user may smoke nor allow smoking within the community room or bathrooms. No user may engage in or allow the conduct of any activity which is illegal under any local, state or federal law, rule or regulation.

14. COSTS OF REPAIRS AND MAINTENANCE

The user shall be responsible for the costs of damages, lack of proper cleanliness and excessive wear and tear caused to the community room, the restrooms and hallway, parking area and the lawn.

The community room will be inspected after EACH rental to determine any damages that may have occurred. User's will be notified within 2 business days of any damages and applicable damage fees that are being withheld from their DAMAGE DEPOSIT FEE and/or billed in addition to their original DAMAGE DEPOSIT FEE.

HOW TO AVOID DAMAGE FEES:

1. Treat the community room and its contents with respect.
2. Push pins can ONLY be used on the bulletin board to hang signs. DO NOT USE PUSH PINS, TAPE OR STAPLES ON THE WALLS, CEILING or any fixtures within the community room!
3. DO NOT stand on tables or chairs FOR ANY REASON. This is unsafe for YOU and will also cause or damage to the tables and chairs for which you may be charged a replacement fee.

4. Clean up obvious food, hand prints or beverage spills on walls, base molding or floors, etc.
5. Remove all garbage and leftover food. Clean countertop surfaces and appliances.
6. Sweep floors and mop if needed. Vacuum rug by entrance door.
7. Make sure all tables and chairs are cleaned off. Fold up chairs and hang on chair rack. Fold, stack and place tables at the perimeter of the room.
8. DO NOT attempt to adjust the thermostat. If there is a problem with the heating or cooling, call the DPW Supervisor a 810-577-0074.
9. When planning for your event, be aware of the posted capacity for the room. The fire chief has posted a sign on the wall by the entrance door. For safety reasons, do not allow more than the posted amount of people in the room at one time.
10. NO ALCOHOL, intoxicants or illegal drugs are allowed on the premises of the property, either inside or outside of the community room.
11. NO SMOKING is allowed inside the community room or in the bathrooms.
12. Smoking is allowed outdoors, however, cigarette butts are NOT ALLOWED on the grass or parking lot.
13. Please return the community room key ON TIME to avoid a \$25 late fee.
14. Call 810-577-0074 ASAP to report any of the following:
 - A previous user left the community room dirty or you find other problems when you arrive.
 - You MUST report any problems you see immediately and not wait until AFTER THE EVENT or you may risk losing your DAMAGE DEPOSIT needlessly. Take photos of problem if possible.
15. Call 911 if you accidentally lock yourself out of the community room during your event.
16. Call 911 if you have any other emergencies: Fire, flooding, electrical problems, medical problems or unruly guests.

RETURN OF DAMAGE DEPOSIT FEES

FOR CITY RESIDENTS, NON-CITY RESIDENTS, CITY TAXPAYERS & CITY EMPLOYEES:

- If the community room key is returned on time AND the room appears to be left clean and free from damage (after it is inspected) a refund in the amount of \$75 will be returned to the user.
- If the key is returned late (or not at all) or the inspection reveals ANY problems or damage, user will be notified within 3 business days of the problems that were found and what fees they are responsible for paying. Part or all of the DAMAGE DEPOSIT FEE will be used to pay any damage/replacement fees.
- If fees or replacement costs exceed the \$75.00 DAMAGE DEPOSIT that was pre-paid, the renter will be required to pay the excess damage fees and/or cleaning fees.

FOR SERVICE GROUPS, NON-PROFITS & ORGANIZED GROUPS:

- Every time a group uses the room, it will be inspected afterwards. If the key is not returned on time OR there are damages assessed, the appropriate fees will be deducted from the DAMAGES DEPOSIT FEE that was pre-paid. The city will notify the groups of any infractions and corresponding fees within 3 business days. If the fees exceed the DEPOSIT amount, the group must pay any additional charges immediately to avoid the cancelation of additional rental dates they may have requested.
- If, during the course of the year, the DAMAGES DEPOSIT FEE is depleted, the group will be barred from using the room for the rest of the year at the discretion of the city manager.
- If no damage fees are assessed to the group during the year, after Dec. 31st the \$100 DAMAGE DEPOSIT FEE will be returned to the Group OR it can be rolled over for use as a DAMAGE DEPOSIT FEE for the upcoming year.

15) ACCESS OF ROOM

Keys to the room must be picked up at City Hall during regular business hours prior to use of the room. They must be returned in person or to a designated drop box, the next working day after the use of the room. The person picking up the key shall sign for its receipt and accept responsibility for its return and the use of the room. Failure to return the key on time may require the city to re-key the room entry doors and re-issue new keys. The user or their representative above, shall be responsible for these costs PLUS a \$25.00 administrative fee.

16) MANAGERS DISCRETION

The city manager shall have the discretion and exclusive right to restrict the use of the room for such periods and at such time as are warranted to allow for necessary maintenance, cleaning and the like.

The city manager shall have the discretion and the exclusive right to allow the use of the room by such users and for such uses as may not be strictly authorized herein but which are reasonably justified in that they further the best interests of the city and are in substantial compliance with the intent of this policy.

The city manager shall have discretion – in rare and unanticipated circumstances- to bump a user which already shall have reserved the room. Notice of no less than 30 days must be given in such cases to allow the user sufficient time to make and arrange alternate arrangements. The city shall co-operate with the user to find an alternate location to minimize the disruption this might otherwise cause.

17) RESTRICTED USERS

Violations of this policy, including a pattern of reserving and canceling the room thereby denying its availability for other users, may result in the loss of the right to use the room. The manager shall notify the user of their suspected violation and establish a hearing date. At the time the manager shall hear information with respect to the suspected violation and the response of the user. Based upon that information the manager may, progressively:

1. Issue a written warning
2. Revoke the right of the violator to use the facility for three months
3. Revoke the right of the violator to use the facility for one year

For flagrant and willful misuse of the room, including the violation of the ban on alcohol or any local, state or federal law, the progressive chain of suspension need not be strictly applied and the ban may be permanent. Within 10 business days of the hearing, the manager shall inform, the user, in writing, of their findings and of their rights to appeal.

18) RIGHTS OF APPEAL

Any user who has been denied the right to use the room, or who has had, or their right to use the room revoked, or deposit revoked may appeal such action, by the manager to the city council. Such appeal is done by filing a written Notice of Appeal, with the City Clerk, within 14 days of the date of the letter from the manager. The matter shall be set for a hearing by the council at their next regularly scheduled council meeting and a decision shall be rendered within 21 days of the appeal hearing.

Duane Dunckel, MAYOR

Kristina Somers, CITY CLERK

Policy revision date: 12.09.2019

