

**CITY OF ALGONA
RESOLUTION NO. 1276-24**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, UPDATING AND EXPANDING THE CITY'S FACILITY USE POLICY TO PROVIDE FOR PERIODIC RENTALS OF THE BASEBALL FIELD, BASKETBALL COURT, TENNIS/PICKLEBALL COURT, AND GAZEBOS IN MATCHETT PARK AND INTERURBAN PARK, RESPECTIVELY, IN ADDITION TO THE CITY OF ALGONA COMMUNITY CENTER; AUTHORIZING THE MAYOR TO EXECUTE FACILITY USE AGREEMENTS IN ACCORDANCE WITH SAID POLICY; AND APPROVING A TEMPLATE FACILITY USE AGREEMENT FORM FOR SHORT-TERM RENTAL USE OF SUCH FACILITIES; AND REPEALING RESOLUTION NO. 1208-19.

WHEREAS, by adoption of Resolution 1208-19, the City Council established a policy governing the short-term rental use of the City of Algona Community Center, including without limitation standards for eligible renters, rental fees, and contractual requirements; and

WHEREAS, the City Council desires to update such policy by providing for the short-term rental of other City facilities, including the baseball field, basketball court, tennis/pickleball court, and gazebos located in Matchett Park and Interurban Park, respectively, together with appropriate standards, fees, and procedures therefor;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALGONA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Repealer. Resolution No. 1208-19 is hereby repealed in its entirety.

Section 2. Facility Use Policy Adopted. The City Council hereby adopts as the Facility Use Policy for the City of Algona Community Center; the Matchett Park baseball field, basketball court, and tennis/pickleball court; and the Matchett Park and Interurban Park gazebos, respectively, (each a "City Facility" and collectively "City Facilities") the terms, conditions and standards set forth in the *Algona City Facilities Rental Packet* contained in Exhibit A, attached hereto and incorporated herein by reference as if set forth in full.

The City Council further adopts the following additional standards and criteria for short-term rental use of City Facilities:

- A. No short-term rental period of a City Facility shall exceed twelve (12) consecutive hours.

- B. No user may utilize a City Facility for the purpose of political and/or partisan advocacy, including without limitation the support of or opposition to any ballot proposition, political candidate or political party.
- C. No user shall utilize a City Facility for any unlawful purpose, or for the promotion of any unlawful activity.
- D. No user shall utilize a City Facility for the display of any pornographic or obscene content or activity, or for the promotion, conduct or performance of “adult entertainment” as defined by Chapter 5.30 AMC.
- E. Any user that violates any provision of the above standards and/or the *Algona City Facility Rental Packet* shall be prohibited from renting any City Facility for a period of three (3) years.

Section 3. Mayoral Authorization. The Mayor or his designee is hereby authorized to execute on behalf of the City the Agreement for Use of City Facilities set forth in the *Algona City Facilities Rental Packet*, inclusive of any minor revisions deemed reasonably necessary or desirable by the Mayor, with users that meet the eligibility criteria contained therein and in this resolution. Without limitation of the foregoing, the Mayor or his designee may supplement the above-referenced form of Agreement with such terms and conditions as deemed reasonably necessary to protect the City and its property.

Section 4. Effective Date. This resolution shall take effect immediately upon passage.

PASSED by the City Council of the City of Algona, at its regular meeting thereof this ____ day of May, 2024.

CITY OF ALGONA, WASHINGTON

Troy Linnell, Mayor

(SEAL)

ATTEST:

Dana Parker, City Clerk

EXHIBIT A

ALGONA CITY FACILITIES RENTAL PACKET

APPLICATION AND AGREEMENT FOR USE OF CITY FACILITIES

Date _____

Applicant _____ Driver's Lic # _____

NAME OF PERSON IN CHARGE (MUST BE 21) _____

PHONE # (w) _____ (h) _____ (c) _____

ADDRESS OF APPLICANT:

STREET _____ CITY _____ ZIP _____

*IF APPLYING AS A NON PROFIT, YOU ARE REQUIRED TO SHOW PROOF OF NON PROFIT DESIGNATION

FACILITY REQUESTED: ("City Facility")

Community room ___Kitchen___

Meeting Room 114 ___

Matchett Park Baseball Field ___

Meeting Room 116 ___

Matchett Park Basketball Court ___

Meeting Room 117 ___

Matchet Park Tennis/Pickleball Court ___

Matchett Park Gazebo ___

Waffle Park Gazebo ___

Interurban Park Gazebo ___

DATE(S) REQUESTED: _____ TIME REQUESTED: From _____ TO _____

PROPOSED USE OF CITY FACILITY

The Applicant proposes to use the City Facility for the following purposes (the "Permitted Use"):

The Applicant shall not use, or allow the use of, the City Facility for any purpose other than the Permitted Use, and shall not enter upon, use, or allow to be used, the City Facility at any time except during the Rental Period.

REMEMBER TO INCLUDE YOUR SET UP TIME AS WELL AS CLEAN UP TIME.

TYPE OF ACTIVITY/MEETING _____ NUMBER OF PEOPLE EXPECTED _____
ADMISSION COLLECTED? YES ___ NO ___ EXPLAIN _____

AGREEMENT: The above application and the following Terms and Conditions (collectively "the Agreement") set forth the binding contractual relationship between the Applicant and the City with respect to the Applicant's use of the City Facility. The undersigned hereby makes application to the City for use of the City Facility described above and certifies that the information provided in the application is correct. The undersigned further represents and warrants that he/she has the authority to make this application, and to execute this Agreement, on behalf of the Applicant, and further agrees that the Applicant will strictly observe and comply with the requirements of this Agreement and all applicable laws, rules, regulations and policies governing the Permitted Use and the use of City Facility. The Applicant agrees to exercise the utmost care in the use of the City Facility and to indemnify and hold the City harmless from all losses, liabilities, claims, demands or causes of action resulting from Applicant's use thereof as set forth in this Agreement. The Applicant further agrees to reimburse the City for any damage arising from the Applicant's use of the City Facility as set forth in this Agreement.

I have read and do understand the terms and conditions for use of the City Facility and agree to the provisions set forth in this Agreement.

Signature: _____ Today's Date: _____

Applicant: _____

For City use only

Approved: ___ Denied ___ Reason for denial _____

Rental Fee ___ PAID ___ DAMAGE DEPOSIT ___ PAID ___

ADDITIONAL COMMENTS _____

SIGNATURE _____ DATE _____

ALGONA CITY FACILITY RENTAL AGREEMENT TERMS AND CONDITIONS

Reservations

To make reservations, please visit Algona City Hall Monday through Friday between the hours of 9:00 am – 12:00 pm and 1:00 pm – 5:00 pm. You may also reach us at 253.833.2897.

Rental reservations are taken on a first-come, first-serve basis. Reservations cannot be finalized until payment is made in full.

Payment reflects the total hours the Applicant will use the City Facility as well as the Damage Deposit, together with additional fees as applicable.

All applications must be verified and approved by the Community Connector.

DAMAGE DEPOSIT RULES, CANCELLATION RATES

In addition to rental fees, the Applicant will be charged a Damage Deposit in an amount specified by the City. Damage Deposits are completely refundable as long as the following terms are met:

1. The City Facility (including outside grounds) is left in a clean and orderly manner per the rental Clean Up Checklist.
2. The Applicant's use of the City Facility does not exceed or otherwise extend beyond the Rental Period.
3. All City equipment located within or otherwise associated with the City Facility is accounted for and undamaged.
4. Additional City staff time is not required as part of the Applicant's use of the City Facility.
5. Damage to the City Facility, or other City property, resulting from or otherwise arising out of the Applicant's use has not occurred.
6. The Applicant has complied with the prohibition against consumption of any alcoholic beverage and smoking in the City Facility or grounds of City Hall.
7. All rules/guidelines/policies governing the Permitted Use, and the rental usage of the City Facility, are met.

If these conditions are not met to the reasonable satisfaction of the City, an appropriate amount will be deducted from the Damage Deposit. If deemed reasonably necessary by the City, the Applicant will also be charged for any additional costs and/or expenses incurred by the City. Please allow 14 days for the Damage Deposit to be returned.

Cancellations

- Cancellations made at least 14 days prior to the event will result in no cancellation charge.
- Cancellations made with less than a two-week notice will result in a cancellation fee of \$100.00. Unless due to an emergent situation decided by the City.

NOTE: The City reserves the right to cancel the Applicant’s scheduled use of the City Facility with a full refund to Applicant if, in the City’s sole discretion, the City Facility is needed for a public purpose, specifically including without limitation any emergency purpose, during the Rental Period.

Fees

Community Center	Resident \$45 Non-Resident \$55 Non-Profit \$45
Meeting Rooms 114-116-117	Resident \$15 Non-Resident \$20 Non-Profit \$15
Kitchen	\$30 flat fee
Park Gazebo (half day)	Resident \$50 Non-Resident \$75
Park Gazebo (full day)	Resident \$75 Non-Resident \$125
Baseball Field (half day)	Resident \$60 Non-Resident \$85
Baseball Field (full day)	Resident \$100 Non-Resident \$125
Basketball Court (half day)	Resident \$50 Non-Resident \$75
Basketball Court (full day)	Resident \$75 Non-Resident \$125
Tennis/Pickleball Court (half day)	Resident \$50 Non-Resident \$75
Tennis/Pickleball Court (full day)	Resident \$75 Non-Resident \$125

Half day is either 9:00 am to 3:00 pm or 3:00 pm to dusk.
Full day is from 9:00 am to dusk.

Additional Fees

Damage Deposit \$250.00

Overrun fees

15-30minutes-1/2 hour

30-60 minutes- 1 hour

Cooking and Food Preparation

It is the exclusive responsibility of the Applicant to provide its own food serving, and eating dishes, paper products, utensils, and all other kitchen-related items, as applicable.

Facility Setup

Set up of the City Facility as necessary to accommodate the Permitted Use is the sole responsibility of the Applicant. The Applicant will not be allowed inside the City Facility prior to the start of the Rental Period. Please be sure to allow enough time to complete any desired City Facility set up and/or decorating when booking the rental. The Applicant will be charged for any and all time used for set up. The Applicant is responsible for returning any furniture and other items inside the City Facility to their original configuration at the conclusion of the Applicant's use.

Loading, Deliveries and Storage

All deliveries to the City Facility provided or otherwise arranged by the Applicant must occur during the Rental Period only. Deliveries that arrive early will not be accepted. City Staff will not sign for any deliveries. All items must be removed from the City Facility at the end of the Rental Period.

Cleaning the Facility

Applicant is solely responsible for cleaning the City Facility in accordance with the Rental Clean-up Check List. All garbage generated from the Applicant's use is to be removed from the City Facility at the conclusion of the Rental Period and placed in the dumpster. (Please use the dumpster located in back parking lot.)

Any cleaning and or repairs that require staff time and materials will be deducted from the Damage Deposit and/or charged to the Applicant. If the Applicant's use of the City Facility exceeds the Rental Period, the Applicant will be charged for the additional time and/or it will be deducted from the Damage Deposit.

Decorations

Decorations may be attached to the walls, windows, or ceilings of the City Facility with **blue tape only**. **The use of tacks, staples, glue or other marring materials on walls, tables, or floors of the City Facility is strictly prohibited.**

The use of candles or flammable materials is strictly prohibited.

The use of smoke machines is strictly prohibited.

Alcohol Consumption

The consumption of alcohol is strictly prohibited on all City property.

Smoking

All City Facilities are smoke free and tobacco free facilities. Therefore, smoking, chewing, etc. of tobacco is prohibited inside the City Facility. Please smoke outside of the City Facility in designated smoking areas only.

Selling Items

Applicants wishing to sell items while renting the City Facility may be required to obtain a City of Algona Business License. A copy of the business license must be on file with the rental application 7 days prior to the scheduled event. Business Licenses may be obtained by contacting the City Clerk Office at City Hall (253-833-2897). **See attached business license application.**

Indemnification, Insurance and Risk of Loss

Indemnification / Hold Harmless

Applicant shall defend, indemnify and hold harmless the City, its officer, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Applicant's use of the City Facility or from any activity, work or thing done, permitted, or suffered by Applicant in or about the City Facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

Insurance

Unless waived in writing by the City (see below), Applicant shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the City Facility and the activities of the Applicant and his or her guests, invites, representatives, volunteers and employees.

No Limitation. Applicant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Applicant to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.

Applicant's required insurance shall be as follows: General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence from CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City shall be named as an additional insured on Applicant's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate.

**For athletic participant events (e.g., rental of the Matchett Park baseball field, basketball court, and tennis/pickleball courts), the Applicant shall also obtain General Liability insurance that includes coverage for participant liability with limits of not less than \$1,000,000 per occurrence.

The insurance policy shall contain, or be endorsed to contain that Applicant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of Applicant's insurance and shall not contribute with it.

City Full Availability of Applicant Limits. If the Applicant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by Applicant, irrespective of whether such limits maintained by Applicant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by Applicant.

Applicant shall provide a certificate of insurance evidencing the required insurance before using the Premises.

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

To be completed by the City (check one):

Applicant IS REQUIRED to procure and maintain insurance

Applicant IS NOT REQUIRED to procure and maintain insurance

Risk of Loss.

Applicant exclusively assumes all risk of loss in storing, using or operating any equipment, materials or other personal property within the City Facility, and the City shall have no responsibility whatsoever for the safety, protection, integrity or preservation thereof.

Damage and Injury Pre-check space and report it

Damage to the City Facility and/or any City equipment must be reported to the City by Applicant within twenty-four hours. Applicant shall be financially responsible for all damages incurred during or resulting from Applicant's use of the City Facility. The City shall not be responsible for accident, injury or loss of property.

Misuse of Facility

The misuse of the City Facility or the failure to conform to these rules and regulations will be sufficient reason for denying any future applications for use of City facilities and retention of the full amount of the security deposit.

Miscellaneous

Governing Law; Venue; Attorneys' Fees. This Agreement shall be governed by the Laws of the State of Washington. The venue for any litigation arising out of this Agreement shall be the Superior Court for King County, Washington. The substantially prevailing party in any such litigation shall be entitled to an award of its reasonable attorneys' fees.

Entire Agreement. The provisions of this Agreement constitute the entire agreement of the parties regarding the Designated Premises. Any amendment or modification of this Agreement must be in writing and signed by both parties.

No Third-Party Beneficiary. This Agreement is executed for the exclusive benefit of the signatory parties and their respective successors and assigns. Nothing herein shall be construed as creating any enforceable right, claim or cause of action in or for any third-party.

RENTAL CLEAN UP CHECK LIST

1. Floors and rugs clean and free of debris. _____
2. Tables and chairs clean and free of debris/
All tables used must be wiped down. _____
3. Kitchen counters and outdoor park grills,
if any, clean. _____
4. Garbage cans need to be emptied. Please
use dumpster located in back parking lot. _____
5. All decorations and supplies from event
removed. _____
6. Facility put back to original configuration. _____
7. All windows and doors, if any, must be
closed and locked. _____

Signature of Renter

Date

Staff Signature

Date

RENTAL CLEAN UP CHECK LIST
(copy for renter to take)

1. Floors and rugs clean and free of debris. _____
2. Tables and chairs clean and free of debris/
All tables used must be wiped down. _____
3. Kitchen counters and outdoor park grills,
if any, clean. _____
4. Garbage cans need to be emptied. Please
use dumpster located in back parking lot. _____
5. All decorations and supplies from event
removed. _____
6. Facility put back to original configuration. _____
7. All windows and doors, if any, must be
closed and locked. _____

Signature of Renter

Date

Staff signature

Date