

ORDINANCE NO. 2474

AN ORDINANCE OF THE CITY OF SALISBURY, MARYLAND TO ESTABLISH A FEE SCHEDULE FOR RENTING CITY FACILITIES, AMENITIES AND PUBLIC SPACES.

WHEREAS, the City desires to make available city facilities, amenities and public spaces for recreation use for individuals and families at no cost; and

WHEREAS, the City desires to rent city facilities, amenities and public spaces for community events and activities, both public and private; and

WHEREAS, the City desires to established a Fee Schedule for renting city facilities, amenities and public spaces for exclusive use; and

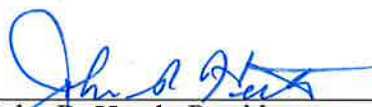
WHEREAS, the revenue collected as rental fees will offset some operational costs incurred during the rental period including, but not limited to, materials, equipment, utilities, and labor required for site preparation, clean up and supervision that goes beyond routine tasks.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE CITY OF SALISBURY, MARYLAND, THAT the fee amounts in the attached Exhibit 1 – FY 2018 Fee Schedule – Facility Rental Fee be established.

This Ordinance was introduced at a meeting of the City Council held on the 12<sup>th</sup> day of February, 2018 and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on the 26<sup>th</sup> day of February, 2018 and is to become effective as of February 26, 2018.

ATTEST:

  
\_\_\_\_\_  
Kimberly R. Nichols, City Clerk

  
\_\_\_\_\_  
John R. Heath, President  
Salisbury City Council

APPROVED BY ME THIS 28<sup>th</sup> day of FEB, 2018.

  
\_\_\_\_\_  
Jacob R. Day, Mayor

Exhibit 1  
FY 2018 Fee Schedule - Facility Rental Fees

Item	Unit	Rate
<b>Outdoor Rental Space – Small Family Functions (up to 20 people)</b>		
Park Pavilion	Daily	\$1.00
<b>Outdoor Rental Space – Large Private Function or Public Events</b>		
Park Pavilion (with restrooms) Rotary/Bandstand, Doverdale, Lake Street	Daily	\$50.00
Park Pavilion (no restrooms) Jeanette P. Chipman Boundless, Kiwanis, Marina Riverwalk, Market Street, Newton-Camden Tot Lot, Waterside	Daily	\$30.00
Downtown Plaza	Daily	\$100.00
Streets/Parking Lots	Hourly	VARY
City park, designated park area or amenity not listed.	Hourly	VARY
Ball field/ Basketball Court / Tennis Court	Hourly	\$5.00
<b>Indoor Rental Space</b>		
Newton Street Community Center – Community Room	Hourly	\$15.00
Newton Street Community Center – Kitchen	Hourly	\$10.00
Newton Street Community Center – Resource Office	Hourly	\$10.00
Truitt Street Community Center - Gymnasium	Hourly	\$25.00
Truitt Street Community Center – Patio or Multipurpose Field	Hourly	\$10.00
<b>Personnel</b>		
Site Supervisor / Site Coordinator	Hourly	\$15.00
Maintenance Labor	Hourly	\$15.00
Security/Police/EMS/FIRE (per person)	Hourly	\$55.00
<b>Supplies &amp; Equipment</b>		
Maintenance Supplies (as required)	VARY	VARY
Sports Equipment	VARY	VARY
Portable Toilets - Events with over 500 people require additional toilets	Per toilet	\$75.00
Additional Trash Cans - Events with over 200 people require additional trash cans and a recycling plan.	Per Can	\$5.00
Barrier Fence (Snow Fence)	Per linear foot	\$1.00
Street Barricades	Per barricade	\$10.00
<b>Payment Requirements</b>		
Rental Deposit (if balance due exceeds \$100)	N/A	\$100.00

Rent Waiver: Facility Rental Fees may be reduced or waived by City Administration.



**To:** Julia Glanz, City Administrator  
**From:** Andy Kitzrow, Deputy City Administrator  
**Subject:** Facility Rental Fee Schedule  
**Date:** January 31, 2018

Attached is the ordinance to establish a Fee Schedule for renting city facilities, amenities and public spaces. The revenue collected as rental fees will offset some operational costs incurred during the rental period including, but not limited to, materials, equipment, utilities, and labor for site preparation, cleanup, and event supervision.

**FEE SCHEDULE**

<b>Item</b>	<b>Unit</b>	<b>Rate</b>
<b>Outdoor Rental Space – Small Family Functions (up to 20 people)</b>		
Park Pavilion	Daily	\$1.00
<b>Outdoor Rental Space – Large Private Function or Public Events</b>		
Park Pavilion (with restrooms) Rotary/Bandstand, Doverdale, Lake Street	Daily	\$50.00
Park Pavilion (no restrooms) Jeanette P. Chipman Boundless, Kiwanis, Marina Riverwalk, Market Street, Newton-Camden Tot Lot, Waterside	Daily	\$30.00
Downtown Plaza	Daily	\$100.00
Streets/Parking Lots	Hourly	VARY
City park, designated park area or amenity not listed.	Hourly	VARY
Ball field/ Basketball Court / Tennis Court	Hourly	\$5.00
<b>Indoor Rental Space</b>		
Newton Street Community Center – Community Room	Hourly	\$15.00
Newton Street Community Center – Kitchen	Hourly	\$10.00
Newton Street Community Center – Resource Office	Hourly	\$10.00
Truitt Street Community Center - Gymnasium	Hourly	\$25.00
Truitt Street Community Center – Patio or Multipurpose Field	Hourly	\$10.00
<b>Personnel</b>		
Site Supervisor / Site Coordinator	Hourly	\$15.00
Maintenance Labor	Hourly	\$15.00
Security/Police/EMS/FIRE (per person)	Hourly	\$55.00
<b>Supplies &amp; Equipment</b>		
Maintenance Supplies (as required)	VARY	VARY
Sports Equipment	VARY	VARY
Portable Toilets - Events with over 500 people require additional toilets	Per toilet	\$75.00
Additional Trash Cans - Events with over 200 people require additional trash cans and a recycling plan.	Per Can	\$5.00
Barrier Fence (Snow Fence)	Per linear foot	\$1.00
Street Barricades	Per barricade	\$10.00
<b>Payment Requirements</b>		
Rental Deposit (if balance due exceeds \$100)	N/A	\$100.00

**Rent Waiver:** Facility Rental Fees may be reduced or waived by City Administration.



## Event - Rental Request and Use Agreement

### SECTION 1: GENERAL INFO

Licensee \_\_\_\_\_ Organization \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

### SECTION 2: RENTAL LOCATION

Streets/Parking Lot\*   Downtown/Plaza\*   Park Pavilion   *\*Requires Mayor approval*

Description of Area/Park Name \_\_\_\_\_

### SECTION 3: EVENT INFO

Event Date(s): \_\_\_\_\_ Time(s): \_\_\_\_\_ Anticipated Attendance \_\_\_\_\_

- Small Family Function (family reunion, BBQ, birthday, etc. - up to 20 people)
- Large Private Function (family reunion, BBQ, birthday, corporate retreat, wedding, etc. - over 20 people)
- Small Public Event\*\* (up to 500 people)
- Large Public Event\*\* (Over 500 people\*\*)

Event Description \_\_\_\_\_

\*\*All public events require a Certificate of Liability Insurance and a recycling plan for group sizes over 200 people.  
\*\*Large public events may require a pre-approval meeting with the City of Salisbury and/or Special Events Committee.

#### **SPECIAL CONDITIONS**

- Will you be charging an admission fee?       No       Yes
- Will you be using ground stakes (for commercial tents, bounce houses, etc)?       No       Yes
- Will your event have inflatables (bounce houses, slides, obstacles, etc)?       No       Yes
- Other special conditions?       No       Yes

Conditions: \_\_\_\_\_

#### **ADDITIONAL PERMITTING**

- Do you intend to have alcoholic beverages?       No       Yes       Yes, sell alcohol
- Do you intend to serve food?       No       Yes       Yes, sell food

Selling and/or serving alcohol requires a permit from the Wicomico County Liquor Board. Selling food may require a permit from Wicomico County Health Department.

If you answered "yes" to any of the Special Conditions or Additional permitting, the City will review your application and additional fees may apply.

## SECTION 4: FEE SCHEDULE

	Qty	Rate	Hours	Total
<b>Rental Fees – Group</b>				
Park Pavilion (Small Private Function – Up to 20 people)		\$1/day	N/A	
Park Pavilion (Large Private Function, Public Events)		\$50/day	N/A	
Downtown Plaza		\$100/day	N/A	
Streets/Parking Lots		TBD	N/A	
Ball field/ Basketball Court / Tennis Court		\$5/hr		
<b>Personnel Fees</b>				
Site Supervisor / Site Coordinator		\$15/hr		
Maintenance Labor		\$15/hr		
Law Enforcement/Police		\$55/hr		
<b>Miscellaneous Fees – Equipment, Supplies, etc.</b>				
Maintenance Supplies (as required)		VARY	N/A	
Portable Toilets - Events with over 500 people require additional toilets		\$75/unit	N/A	
Additional Trash Cans - Events with over 200 people require additional trash cans and a recycling plan.		\$5/unit	N/A	
Barrier Fence (Snow Fence)		\$1/ft	N/A	
Street Barricades		\$10/unit	N/A	
<b>TOTAL DUE (Estimate)</b>				

## SECTION 5: RENTAL TERMS AND CONDITIONS

### USE OF SPACE

The approved rental area shall be used only for the purposes specified in this agreement. The licensee agrees to use the area in such a manner so as to comply with all state, county, and municipal orders and regulations; and not to use the area or permit the same to be used for any disorderly or unlawful purposes. Failure to use the approved rental area in conformity with the purposes specified in this agreement will be considered a violation of this agreement. The City may terminate this agreement and immediately re-take possession of the area for any agreement violation. Additionally:

- Under no circumstances should the licensee and/or group make any alterations, install equipment, or make attempts to maintain areas except for trash cleanup. All trash must be properly disposed of in receptacles provided for the purpose. The area should be returned to its normal condition except for normal wear.
- The City reserves the right to refuse or cancel this agreement for any reasonable cause. Every attempt will be given to provide the organization adequate notice of cancellation.
- Licensee shall not assign this license or any interest thereto to any other person or persons without the prior written consent of the City.
- Should the rental area be damaged or equipment damaged or stolen, the licensee and/or group will be assessed a repair or replacement fee. This fee must be paid within thirty (30) days or the City will begin collection proceedings and the licensee/group will be precluded from future rentals within the City until the past due amount is resolved.
- The City reserves the right to restrict groups from providing alcoholic beverages on its premises. In all cases, when such requests are approved, it is the responsibility of the organization to adhere to the rules and regulations of the Wicomico County Liquor Board.

### INSURANCE REQUIREMENTS

If required, organization shall obtain, and at all times keep in effect, Commercial General Liability Insurance in the amounts listed below for its activities and operations. The insurance shall include coverage for personal injury, discrimination and civil rights violation claims. All such insurance shall name the City of Salisbury (the "City"), its employees, and agents as ADDITIONAL INSURED. A copy of the certificate of insurance shall be filed with the City prior to the time this Contract is executed, providing coverage in the amount of \$500,000 per person and \$1,000,000 per accident/incident and \$50,000 for property damage. Coverage shall be written on an occurrence form.

**PAYMENT REQUIREMENTS**

- Rental fees must be paid to secure a reservation.
- Additional charges may be incurred and the Licensee billed following the event if terms of the rental agreement change after initial payment is received by the City. A refund of event fees (minus non-refundable deposit) will be issued for any cancellation by the Licensee, provided notice of such cancellation is given not less than two weeks prior to the scheduled date of event. Overpayments will be refunded to the Licensee within 30 days of request.
- Payment does not guarantee a reservation has been approved.
- **Cancellation Policy** - Refunds in case of cancellation will be granted (minus non-refundable deposit), if requested 14 days prior to the desired date. All refunds are subject to a 10% service charge. Refunds may not be granted when a rental is cancelled due to inclement weather. In this case, another date may be scheduled based on availability.
- **Deposit** - If the total due exceeds \$100, a non-refundable deposit of \$100 is required to secure the reservation. The remaining balance is due 14 days prior to the event.

**SECTION 6: WAIVER AND SIGNATURE**

The licensee and/or group agrees to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any and all claims, demands, causes of action, and liability of any kind for, and by reason of any act or omission of said licensee and/or group. Additionally, the licensee further accepts the rental area "AS IS" and releases, discharges and waives the City from any and all rights of action, either legal or equitable, which he has or ever may have against the City by reason of use of the said rental area, excepting only any such injury or damage resulting from the willful acts of the City.

I am familiar with and agree to all policies which regulate the use of the rental area and have made the participating members of our group familiar with the same. I accept responsibility on behalf of the group for the activity described in this agreement.

Licensee \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

City of Salisbury Signature \_\_\_\_\_ Date \_\_\_\_\_