

**RESOLUTION 17-5
CHERRYVALE COMMUNITY CENTER RENTAL RATES**

A RESOLUTION AMENDING THE POLICY ON RENTAL RATES FOR THE CHERRYVALE COMMUNITY CENTER; THE APPLICATION PROCESS; RULES AND REGULATIONS; AND DAMAGES AND MISUSE OF THE FACILITY AND REPEALING RESOLUTION 14-13 AND ALL RESOLUTIONS IN CONFLICT.

WHEREAS, the Governing Body of the City of Cherryvale, Kansas, accepted ownership of the former Kansas National Guard Armory Property through a Kansas Quitclaim Deed dated March 31, 2010 at a regular Council Meeting on June 7, 2010; and,

WHEREAS, the Governing Body hereby proclaims that the former Kansas National Guard Armory Property is now known for administrative purposes as the Cherryvale Community Center; and,

WHEREAS, the Governing Body wishes to adopt certain resolutions regarding the use of the Cherryvale Community Center, Cherryvale, Kansas.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF CHERRYVALE, KANSAS:

SECTION 1.

The City of Cherryvale Community Center is operated by the City of Cherryvale. The facility contains a gym, kitchen, two meeting rooms, and an all-purpose/walking room. The City Council recognizes the desirability of having the Community Center used as much as possible by residents and community groups. Groups or individuals wishing to use the Community Center facilities should make arrangements through the City Clerk at City Hall. Scheduling the facilities will be first-come first served, based on the priority listing. The Cherryvale Community Center is designated as a smoke-free facility.

SECTION 2.

Any party, entity, individual, or group desiring to reserve rooms and/or areas in the Cherryvale Community Center shall be permitted to do so upon full payment of the rental rates and deposits to the City Clerk as follows:

ROOM	HOURLY RATE
North Gym	\$15.00
North Gym and Kitchen	\$20.00
South Walking Room	\$15.00
South Walking Room and Kitchen	\$20.00
Tile Meeting Room	\$5.00
Tile Meeting Room and Kitchen	\$10.00
Carpet Meeting Room	\$5.00
Carpet Meeting Room and Kitchen	\$15.00
Kitchen Only	\$10.00

A refundable deposit of \$30.00 will be required for events with food, drink, and/or decorations.

Each of the rates listed above are based on a per hour usage rate. Renter will need to determine total numbers of hours the event will be held in addition to set-up and clean-up times. Deposit will be refunded after the inspection by City personnel is complete and all keys are returned. Under no circumstances will renter be allowed to duplicate facility keys. If renter violates this policy, the organization will be prohibited from renting the Center in the future and be subject to lock replacement costs.

SECTION 3.

Any party desiring to consume or possess alcoholic and/or cereal malt beverages at the Cherryvale Community Center shall do so upon payment of a refundable One Hundred Dollar (\$100.00) damage deposit to the City Clerk. Such party must also obtain a permit issued by the Cherryvale City Administrator. The person in charge of such function shall have such permit present and available at the function and shall present it to any law enforcement officer requesting the same. The City Administrator reserves the right to approve or reject any application for said permit upon review.

SECTION 4:

Any individual, family, sport team, or group desiring to utilize the North Gym or South Walking Room areas on an on-going basis in the Cherryvale Community Center during the Center's hours of operations may be permitted to purchase a monthly membership at City Hall. Teams and organizations may not store any equipment or supplies at the Community Center. The North Gym and South Walking Room must remain available to all members of the Community at all times unless prior arrangements have been made with the City Administrator.

MEMBER	MONTHLY FEE
Senior Citizen (Over 65)	\$5.00
Senior Citizen (Over 65) Plus 1	\$10.00
Single Person	\$10.00
Single Person Plus 1	\$15.00
Family	\$20.00
Sport Team Memberships	\$30.00

SECTION 5.

Rental fees for events held in connection with the USD #447 Recreation Commission may be waived. In lieu of paying rental fees the Recreation Commission will contribute toward utility expenditures and maintenance under a separate Facility-Use and Maintenance Agreement approved by the Recreation Commission and the City of Cherryvale Governing Body. Storage of necessary event equipment may be stored at the facility upon approval of the Cherryvale City Administrator prior to scheduled events as long as it will not interfere with the rental of the community center.

SECTION 6.

Rental fees for events held in connection with the Cherryvale Chamber of Commerce may be waived. The Cherryvale Chamber of Commerce, in lieu of paying the rental fee, will be required to perform clean up duties both prior to and after the event, as well as promoting the facility for additional use. Storage of Chamber of Commerce equipment may be allowed at the facility upon approval of the Cherryvale City Administrator as long as it will not interfere with the rental of the community center.

SECTION 7.

Any person or sponsor using the building shall restore it to a clean and neat appearance upon the conclusion of the use and see that all lights are shut off, the thermostat is turned off or set on an appropriate temperature, all doors are locked, and the keys are returned. Additional rules and conduct regulations will be stated on the application and agreed to by the applicant. If all of the above are accomplished in the judgment of the City, any deposit required shall be refunded to the persons using the building. If, in the judgment of the City, any of the above are not accomplished, the deposit or portion of shall become the sole and separate property of the City of Cherryvale, Kansas, as liquidated damages and not as a penalty. If in judgment of the City, the Cherryvale Community Center has been damaged and those damages and/or any costs incurred exceed the any deposit received, the party renting the building will be held responsible for the cost of repairing the damage. Every person or sponsor who rents the Cherryvale Community Center will be given a copy of this Resolution; and by their signature on a copy of this Resolution, they agree to personally assume all responsibility and liability for damages in excess of the deposit. Any party and all participants using the Cherryvale Community Center must abide by all State and Municipal laws during facility use.

ADOPTED AND PASSED by the Governing Body of the City of Cherryvale, Kansas, this April 3rd, 2017.

John Wright, Mayor

ATTEST:

Karen Davis, City Clerk