

# CITY OF RIO COMMUNITIES, NEW MEXICO

## BUILDING USAGE POLICY RESOLUTION 2016-62

### A RESOLUTION RELATING TO THE USE OF PUBLIC BUILDING OR PROPERTIES, SUCH AS COMMUNITY CENTERS, MEETING ROOMS OR PARKS, BY INDIVIDUALS, GROUPS AND OTHER NON-MUNICIPAL ENTITIES

**WHEREAS,** NMSA 1978, Section 3-18-1 (1972) provides that municipalities, and also counties pursuant to NMSA 1978, Section 4-37-1 (1995), have the power to “protect generally the property of its municipality and its inhabitants” and to “preserve peace and order”; and,

**WHEREAS,** NMSA 1978, Section 4-38-13 (1876) provides that the Governing Body of the City of Rio Communities shall have power at any session to make such orders concerning the property belonging to the City as they may deem expedient; and,

**WHEREAS,** NMSA 1978, Section 4-38-16 (1876) provides that the Governing Body of the City of Rio Communities shall have power to build and keep in repair all City buildings; and,

**WHEREAS,** NMSA 1978, Section 30-20-13 (1981) prohibits the interference with members of staff, public officials or the general public on City property, trespass and damage to City property and provides for penalties; and,

**WHEREAS,** the Governing Body of the City of Rio Communities has determined that the health, safety and general welfare of residents of the City of Rio Communities, and the efficient, safe and orderly conduct of City business by City officials, employees, service-providing organizations and members of the public would best be served by the adoption of a policy regulating conduct within City buildings, such as community centers, utilized for non-City events or activities.

**NOW, THEREFORE BE IT RESOLVED** that the governing body of the City of Rio Communities establishes this policy regulating use and conduct within City buildings for non-City events and activities, as follows:

*Resolved: In the Regular Board Session this 12<sup>th</sup> day of April 2016.*

**City of Rio Communities Governing Body**

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Mark Gwinn,  
Mayor

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Margaret (Peggy) Gutjahr,  
Councilor Mayor Pro-tem

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William (Bill) Brown,  
Councilor

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Arturo R. Sais,  
Councilor

ATTEST:

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Elizabeth (Lisa) Adair,  
Municipal Clerk



## **BUILDING USAGE POLICY**

### **I. INTENT OF POLICY**

- A. The intent of this policy is to regulate conduct within City-owned or leased buildings or facilities, so as to promote the efficient, safe, and orderly use of City buildings or properties, including community centers, senior centers, and fire stations, for non-county events or activities by City officials, employees, service-providing organizations and members of the public.
- B. This policy prescribes the rules and regulations under which City-owned buildings or property may be made available for use by community organizations, service-providing organizations, or individuals and groups.
- C. Questions concerning the interpretation of this policy will be referred to the City Manager or his/her designee.

### **II. PRIMARY USE**

The City of Rio Communities buildings and properties are first and foremost for the use of residents of the City. When a building or property is not in use by a program administered by the City, County, the State, or the United States government, (depending on specific funding or grant/loan restrictions) for the benefit of the City of Rio Communities residents, the facilities may be reserved by individuals, social groups, educational groups, service-providing groups, hobby, civic, cultural, community service organizations, and religious groups.

### **III. APPROVED PERMITS**

- A. Permission for use of a City building or property is granted upon the condition that all rules and regulations governing the use of the facility shall be followed, as permission may be revoked at any time for failure to do so.
- B. Individuals, social groups, educational groups, service-providing groups, hobby, civic, cultural, community service organizations, and religious groups wishing to use a City building or property must make application (see Exhibit A) at least five (5) working days in advance of the proposed date of use.
- C. The Board of City Governing Body will sponsor all governmental, educational, cultural, and instructional public events, provided that they are open to all city residents, not political, advertised, and that they constitute a low-risk event as defined by the Tenant Users Liability Insurance Program ("TULIP"), provided that a release is executed by the organizer of the event. The form of release is enclosed as Exhibit C to this Resolution.
- D. Permits are issued on a first come, first served basis for non-governmental functions. Permission will depend on availability of staff and space.
- E. All permits shall be applied for and issued by the City upon recommendation by the City Manager or his/her designee.
- F. A refundable clean-up and security deposit must accompany the application. The application will not be issued if it is missing. Reservation of the date and facility will not be made until the completed application and deposit are received. The Certificate of Insurance should accompany the application. However, if this is not possible, the Certificate of Insurance must be on file with the City at least two (2) days prior to the event.
- G. The City Manager or his/her designee has the right to revoke any permit due to unforeseen circumstances, or infractions of the policies.
- H. The City Manager may appoint residents from the Community to open/ close facility and advise the City Manager of any events being held. The keys for the Community will be centralized with the City Manager or his/ her designee.

### **IV. FEES**

All individual and group (see Exhibit A) events and activities will be required to compensate the City of Rio Communities and its residents for use of City facilities, except as otherwise provided in Section III(C) of this Policy. Compensation will include some or all of the following components:

- Cleaning/Damage Deposit (refundable)
- Open/Closing Fee (non-refundable)
- Activity Rental Fee (per day/per hour/per activity) for all private uses (non-refundable)
- TULIP Insurance Cost (non-refundable)

The Damage Deposit may be returned following inspection of the event/activity once the City facility is found to be in a condition similar prior to its use by an individual or group. A memo from the City Manager will be issued to the Treasurer's office to reimburse all or part of the damage deposit, depending on any clean-up or damage issues (see Sections V and VI).

- A. Fees (as defined in Exhibit A) will only be accepted by the City of Rio Communities Treasurer's Office. Cash, checks, or money orders will be accepted. Receipts will be issued to the individual renting City facilities or property.

**V. CERTIFICATE OF INSURANCE**

- A. **Except as provided in Section III(c) herein**, all individual and group events and activities that are not sponsored by the City as provided herein will be required to provide a Certificate of Insurance in the amount of one million dollars (\$1,000,000) naming the City of Rio Communities as "Additional Insured" prior to use of the building or facility. Vendors related to groups or individuals using a City building or facility shall provide a copy of the Facility Use Permit and Certificate of Insurance to the City Manager, or his/her designee.
  - 1. Insurance may be obtained through the City's carrier, the New Mexico Self Insurers' Fund, through its Tenant Users Liability Insurance Program (TULIP). Except as otherwise provided herein, insurance must be obtained prior to the requested use of the City Facility. See Exhibit C for information regarding purchasing TULIP insurance.
  - 2. Insurance may also be obtained through a private insurance company by the responsible individual hosting the event/activity. The insurance requirements must be the same as listed in (A) and must be obtained prior to use of the City facility.

**VII. SECURITY**

- A. All groups and individuals using the facility are responsible for the contents and security of the building and property.
- B. Opening and closing of a building will be performed by a City employee, or their designee, as part of the building usage agreement to ensure condition of the facility and its contents before and after and event/activity.
- C. Except as provided in Section III(C) herein, a clean-up and security deposit of not less than one hundred dollars (\$100) is required of all individuals/groups using a City building. There may also be a fifty dollar (\$50) damage and security deposit required for the use of the kitchen facilities (if applicable). A one-time four hundred dollars (\$400) clean-up and security deposit may be required for events or activities that have previously used a City building and have left the building or property in an untidy or dilapidated condition.
- D. Except as provided by Section III(C) herein, individuals or groups using the facility on a regular basis (i.e. every first Thursday of the month) may only be required a single damage deposit for all its events and may have the deposit returned following the final date of scheduled use.
- E. In buildings where kitchen facilities are available for use, the kitchen must be maintained to a commercial standard if the building is currently maintained to a commercial standard. Strict adherence to kitchen policies and procedures is required. Failure to do so will result in denial of future permit requests.

### **VIII. DAMAGES**

- A. The individual responsible for the group and the group as a whole shall be responsible for all damage to the City building or property.
- B. Groups and individuals allowed to use a City building or property must leave the space in an acceptable condition.
- C. All damages to the City building or property will be the responsibility of the user, and cost of any damages will be deducted from the security deposit. Any additional expenses to repair or clean-up above and beyond the collected security deposit will be billed directly to the responsible individual.
- D. The group or individual will be notified within thirty-six (36) hours of the damage and provided an itemized list of damages and estimated cost of repairs and/or clean-up. Payment for damages will be deducted from the clean-up and security deposit. Any additional billed amount above the collected security deposit will be required to be paid to the City within thirty (30) days of receipt of notice from the City. Failure to make payment will result in suspension of further use of any City building or property.

### **IX. PREPARATION AND CLEAN-UP**

Users of a City building or property are responsible for any changes in room arrangements prior to use and all clean-up after. This must be done within the time frame for which the City building or property has been reserved. Any expense for special clean-up and/or restoring room arrangements performed by City staff as a result of non-compliance with this provision will be deducted from the clean-up and security deposit.

### **X. CANCELLATIONS**

- A. Any changes/cancellation in a scheduled reservation must be made at least two days prior to the requested date. The changes/cancellation must be made to the City Manager in writing.
- B. If cancellation is made two (2) days or more in advance of the event or activity, all fees will be reimbursed.
- C. Changes to an event or activity which will require additional fees will require those fees be collected by the City Manager prior to the event or activity. Changes that may reduce previously collected fees will be recalculated and any refunds will be made at the conclusion of the event or activity.
- D. Notification of cancellation to members of the private group or organization is the sole responsibility of the organizer.

### **XI. CONDUCT**

The applicant responsible for the permit is required to observe and insure that City rules and regulations are observed and adhered to, and that persons associated with their activity or event shall respect all City property, personal property rights of others, and avoid unnecessary noise disruption to neighbors.

### **XII. PROHIBITED CONDUCT**

The following conduct shall be prohibited upon city property.

- A. **Smoking:** Smoking is not permitted within City buildings, in compliance with the New Mexico Clean Indoor Air Act, NMSA 1978, § 24-16-1 *et seq.* (1985).

- B. **Weapons:** Use, possession or storage of any weapon on all city property is expressly prohibited. This section shall not apply to a law enforcement officer acting in the lawful performance of his or her duties.
- C. **Animals:** Animals of any kind are prohibited from entry into City buildings except for qualified assistance animals. Any person with a qualified assistance animal shall be liable for any damage done by his or her qualified assistance animal.
- D. **False Alarms:** Initiating or causing to be initiated any false report, warning or threat of fire, explosion or other emergency is prohibited at county buildings. Misusing or damaging fire safety equipment on City property is prohibited.
- E. **Controlled Substances:** The use, possession, or distribution of any controlled substance or illegal drug in a City building or on City property is prohibited.
- F. **Alcoholic Beverages:** The use, possession or distribution of alcoholic beverages in any City building or on City property is prohibited.
- G. **Fireworks:** Use or possession of allowed fireworks per the current Ordinance pertaining to the Sale and Use of Fireworks in the City of Rio Communities, unless expressly authorized in writing by the Governing Body and Fire Official, is prohibited.

#### **XI. LIMITATIONS**

- A. Nothing in this policy shall be construed to prevent lawful assembly and peaceful and orderly petition for the redress of grievances, including any labor dispute.
- B. Nothing in this policy shall limit the City Manager in adopting additional rules and regulations as such may be required from time to time or in enforcing laws, regulations or policies to insure the protection and security of City buildings or facilities.

#### **XIII. EXHIBITS**

Exhibit A – Building Usage Application

Exhibit B – Release Form



**The City of Rio Communities  
Application for Building or Property Usage**

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Is this for an Organization or Group Use Yes \_\_\_ No \_\_\_  
Name of Organization: \_\_\_\_\_  
Purpose: \_\_\_\_\_  
Building/Room/Property Requested: \_\_\_\_\_  
Date (s) Requested: \_\_\_\_\_ Time: \_\_\_\_\_

**Open/Close Fee: \$50.00 Fee: \$10.00 per hour  
Deposit: \$100/\$400 Kitchen Usage: \$50.00**

Proceeds of the activity or event will benefit: \_\_\_\_\_  
Name of Person who will be responsible: \_\_\_\_\_  
Daytime phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_  
Best time to be reached \_\_\_\_\_  
Address: \_\_\_\_\_  
Is the responsible party a resident of the City of Rio Communities? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Is Kitchen use requested? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes please check the kitchen equipment your group is requesting use of:  
Stove \_\_\_ Refrigerator \_\_\_ Microwave \_\_\_ Coffee Maker \_\_\_

Deposit and Insurance: Deposits and Certificates of Insurance are due with the application

I hereby am aware and agree to abide by all rules and regulations governing the use of the facility and equipment.

Application Signature: \_\_\_\_\_

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**For Office Use Only**

**Deposit Room/Building/Property:** \_\_\_\_\_ **Kitchen:** \_\_\_\_\_ **Open/Close Fee:** \_\_\_\_\_  
**Per Hour Fee:** \_\_\_\_\_ **Total:** \_\_\_\_\_

Clean-up and Security Deposit Paid Date: \_\_\_\_\_ Refund of Deposit Date: \_\_\_\_\_  
Cash: \_\_\_\_\_ Check: \_\_\_\_\_  
Approved by: \_\_\_\_\_ Date: \_\_\_\_\_





## CITY OF RIO COMMUNITIES

360 Rio Communities Blvd  
PO Box 565  
Rio Communities, NM 87002  
505-861-6803  
www.riocommunities.net



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### Building Usage Waiver Form

Please read the following carefully. If you have any questions, have them answered before signing this document. (Please Print Legibly)

I, \_\_\_\_\_ (name), in exchange and consideration for being allowed to utilize the authorized City facilities pursuant to the City's Building Usage Policy, hereby release and waive and hold harmless the City of Rio Communities, its elected officials, officers, agents and employees, from and against any and all claims, demands or causes of action of any type whatsoever, including property damage, personal injury or death arising out of or in any way relating to my use of the City Facility. By signing this waiver of liability and release, I acknowledge that I have read and understood this document and fully agree to its terms and conditions.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date