

AGENDA  
COMMUNITY ACTIVITIES AND CULTURAL COMMISSION  
CARMEL-BY-THE-SEA

Regular Meeting  
City Hall Council Chambers  
East side of Monte Verde  
between Ocean & 7<sup>th</sup>

Tuesday  
April 14, 2015  
9:00 a.m.

Donna Jett, Chair  
Kristy Downing, Vice Chair  
Stacy Meheen  
Judy Refuerzo  
Bobby Richards

1. Call to Order and Roll Call
2. Pledge of Allegiance
3. Tour of Vista Lobos JO Lumberyard Community Room - The Commission will gather at the Vista Lobos JO Lumberyard Community Room, located on Third Avenue between Torres and Junipero in Carmel-by-the-Sea for a tour of the facility. No action will be taken during the tour. At approximately 9:30 a.m. and immediately following the tour, the Commission will convene in Council Chambers and reconvene the regular meeting.
4. Announcements from the Chair and Commissioners
5. Announcements from the staff – receive and discuss reports, provide direction as necessary
  - A. Action taken by the City Council at its April 6, 2015 meeting regarding the request for a fee waiver for the August 13, 2015 Chamber of Commerce Concours Café
  - B. Action taken by the City Council at its April 6, 2015 meeting regarding the Pebble Beach Tour d'Elegance vintage car parade/display and luncheon on Thursday, August 13, 2015
  - C. Action taken by the City Council at its April 7, 2015 meeting regarding Community Activities and Cultural Commission and staff recommendations regarding directives issued by the City Council at its September 9, 2014 meeting discussion of Car Week
6. Appearances  
Anyone wishing to address the Commission on items within its jurisdiction may do so now. Please rise, state your name and the matter on which you wish to speak. Matters not appearing on the Community Activities & Cultural Commission agenda will not receive action at this meeting. Presentation will be limited to three minutes, or as established by the Community Activities & Cultural Commission.
7. Approval of Minutes of the March 10, 2015 Regular Meeting, and the March 24 2015 Special Meeting
8. Orders of Business
  - A. Receive Draft J.O. Lumberyard / Vista Lobos Facility Guidelines and Use Fees and provide direction (pp. 7 – 20)
  - B. Consider a request for a waiver of fees, and provide recommendation to the City Council regarding the 5<sup>th</sup> Annual Run in the Name of Love 5K and 2K event to be held June 21, 2015 (pp. 21 – 51)
  - C. Review proposed 2015 Concours on the Avenue event and make recommendations to the City Council regarding said event (pp. 52 – 95)

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CARMEL-BY-THE-SEA

9. Review of Special Event Permits 2015

- 19<sup>th</sup> Annual Breakfast with the Bunny & Bunnyland, Sat., April 4, 2015, Devendorf Park
- Monterey Vintners Winemakers' Celebration, Sat., May 2, Dolores btwn Ocean & 7<sup>th</sup>
- 22<sup>nd</sup> Annual Carmel Art Festival, Thurs. – Sun., May 14-17, 2015
- Memorial Day Ceremony, Mon., May 25, 2015, 11:00 a.m., Devendorf Park
- 35<sup>th</sup> Annual Surf-About, TBD, 2015, Carmel Beach
- 5<sup>th</sup> Annual Run in the Name of Love, Sun, June 21, 2015, 8 a.m., Sunset Center
- 13<sup>th</sup> Annual 4<sup>th</sup> of July Celebration, Sat., July 4, 2015, 12 Noon, Devendorf Park
- 9<sup>th</sup> Annual C-B-T-S, Concours on the Ave., Tues., Aug. 11, 2015, various locations
- 18<sup>th</sup> Annual Pebble Beach Tour d'Elegance, Thurs., Aug. 13, 2015, 11:30 a.m., Ocean Avenue
- Carmel Chamber of Commerce Community Event and Refreshment Lounge, Thurs., Aug. 13, 2015
- 55<sup>th</sup> Annual Sandcastle Contest, TBD, Carmel Beach
- 7<sup>th</sup> Annual Carmel Art & Film Festival, Wed. – Sun., Oct. 21-25, 2015, various locations
- 99<sup>th</sup> City Birthday Party & Parade, Sat., Oct. 31, 2015, 11 Parade, 12 Lunch
- Carmel High School Homecoming Parade, TBD, 3 p.m., Ocean Avenue
- Veteran's Day Ceremony, Wed., Nov. 11, 2015, Devendorf Park
- 45<sup>th</sup> Annual Homecrafters' Marketplace, Sat., Nov 21, 2015, 9 a.m.-3 p.m., Sunset Center

10. Future Agenda Items

11. Adjournment

**AFFIDAVIT OF POSTING**

*I, Janet Bombard*, Library and Community Activities Director for the City of Carmel-by-the-Sea, DO HEREBY CERTIFY, under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the Carmel-by-the-Sea City Hall bulletin board, posted at the Harrison Memorial Library on Ocean and Lincoln Avenues and the Carmel Post Office and distributed to members of the media on April 10, 2015.

Dated this 10th day of April, 2015, at the hour of 5 p.m.

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Janet Bombard  
Library and Community Activities Director

MINUTES  
COMMUNITY ACTIVITIES & CULTURAL COMMISSION  
CITY OF CARMEL-BY-THE-SEA

MARCH 10, 2015

**I. CALL TO ORDER AND ROLL CALL**

PRESENT: Commission Members Downing, Meheen, Richards, Refuerzo  
ABSENT: Jett  
STAFF PRESENT: Janet Bombard, Library and Community Activities Director  
Margi Perotti, Community Activities Assistant  
Paul Tomasi, Police Commander

**II. PLEDGE OF ALLEGIANCE**

Members of the audience joined Commission Members in the Pledge of Allegiance.

**III. APPEARANCES**

None.

**IV. Approval of minutes of the February 10, 2015 regular meeting.**

It was moved by Downing and seconded by Richards to approve the minutes as amended.

**V. ORDERS OF BUSINESS**

**A. Receive Draft J.O. Lumberyard/Vista Lobos Facility Guidelines and Use Fees and Provide Direction**

Following discussion, Chairperson Jett continued this item to the next regular meeting in order to perform a site visit to see the site prior to looking at the Facility Use Guidelines and Use Fees.

Chair Jett opened the public hearing, Joe Todd appeared and stated she has been to many of the functions at the facility and the user groups mop and clean after themselves. Also that most of the groups are not making a profit, they are non profit and community groups. There being no other appearances, the public hearing was closed. No other actions taken.

**VI. ANNOUNCEMENTS FROM THE CHAIR AND/OR COMMISSIONERS**

No announcements.

**VII. ANNOUNCEMENTS FROM STAFF – receive and discuss reports, provide direction as necessary.**

A. Action taken by the City Council at the March 3, 2015 meeting regarding the Farmers Market.

Staff member Bombard stated 18 RFP's were sent out, only 2 received back. City Council rejected the RFP's and sent it back to the Ad Hoc Committee for review. It will be business as usual with the West Coast Farmers Market on a month to month basis. Chair Jett would like to see the new RFP that will be sent out.

Staff addressed questions of the Commission regarding the process.

B. Action taken by the City Council at the March 3, 2015 meeting regarding the Forest Theater

Staff member Bombard reported the City Council declined use of \$10,000 donation for a design revision to the plans. The changes would cost approximately \$50,000 in construction costs.

C. Update on Car Week report to City Council

The Car Week report did not go to City Council, it will go at their next regular meeting.

D. Special Event Permits 2015:

- 19<sup>th</sup> Annual Breakfast with the Bunny & Bunnyland, Saturday April 4, 2015
- Monterey Vintners Winemakers Celebration, Saturday May 2, 2015
- 22<sup>nd</sup> Annual Carmel Art Festival, Thursday-Sunday, May 14-17, 2015
- Memorial Day Ceremony, Monday, May 25, 2015
- 35<sup>th</sup> Annual Surf-about, May 2 & 3, 2015 Saturday and Sunday, Carmel Beach
- 5<sup>th</sup> Annual Run in the Name of Love, Sunday, June 21, 2015
- 13<sup>th</sup> Annual 4<sup>th</sup> of July Celebration, Saturday, July 4, 2015
- 9<sup>th</sup> Annual Carmel-by-the-Sea Concours on the Avenue, Tuesday, August 11, 2015
- 18<sup>th</sup> Annual Pebble Beach Concours d'Elegance, Thursday, August 13, 2015
- 55<sup>th</sup> Annual Sand Castle Contest, Sunday, October 4, 2015
- 7<sup>th</sup> Annual Carmel Art & Film Festival, Sponsor Dinner, Wednesday – Sunday, October 21-25, 2015
- 99<sup>th</sup> City Birthday Party & Parade, Saturday October 31, 2015
- Carmel High School Homecoming Parade, TBD, 2015
- Veteran's Day Ceremony, Wednesday, November 11, 2015
- 45<sup>th</sup> Annual Homecrafters Marketplace, Saturday, November 21, 2015
- Holiday Tree Lighting, Friday, December 4, 2015

Staff member Perotti gave an overview of the above listed events. No action taken. Chair Jett wanted to see the PG Car Rally on the Special Event list.

E. Future Agenda Items

None

**IX. ADJOURNMENT**

There being no further business to come before the Commission, Chair Downing adjourned the meeting at **10:15 a.m.**

Respectfully submitted,

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Margi Perotti, Community Activities Assistant

ATTEST:

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Donna Jett, Chair CA&CC

MINUTES  
COMMUNITY ACTIVITIES & CULTURAL COMMISSION  
CITY OF CARMEL-BY-THE-SEA

SPECIAL MEETING, MARCH 24, 2015

**I. CALL TO ORDER AND ROLL CALL**

PRESENT: Commission Members Downing, Meheen, Richards, Refuerzo  
ABSENT: Jett  
STAFF PRESENT: Janet Bombard, Library and Community Activities Director  
Margi Perotti, Community Activities Assistant  
Paul Tomasi, Police Commander

**II. PLEDGE OF ALLEGIANCE**

Members of the audience joined Commission Members in the Pledge of Allegiance.

**III. APPEARANCES**

Sue McCloud appeared and requested on behalf of the event organizer to pull item C on the Orders of Business.

**VI. ANNOUNCEMENTS FROM THE CHAIR AND/OR COMMISSIONERS**

None.

**V. ORDERS OF BUSINESS**

**A. Consideration of a request for a waiver of fees associated with the Camel Chamber of Commerce's Concours Café and provide a recommendation to the City Council**

**Stacy Meheen recused herself as she is an ambassador for the Chamber.**

Staff member Bombard presented the staff report. Acting Chair Downing opened the public hearing. Monta Potter from the Camel Chamber of Commerce appeared and stated they started the Chamber Lounge as a way to keep people in town following the event. They sell beer, hot dogs and pretzels. Rich Pepe appeared and supported the Lounge and any and all fee waivers. He stated these types of events are supporting our town. Most of the event organizers are non-profit, and it's only hurting the non-profit - not the event organizer, and the City should support these events. There were no other appearances and the public hearing was closed.

Following discussion, it was moved by Richards and seconded by Refuerzo to make a recommendation to the City Council to approve a fee waiver in the amount of \$1072 and recommend splitting the costs of the portable restrooms and dumpsters needed for the event. The motion carried by the following roll call vote:

AYES: Downing, Richards, Jett  
NOES: None  
ABSENT: Jett  
ABSTAIN: Meheen

**B. Review the 2015 Pebble Beach Tour d'Elegance event and provide a recommendation to the City Council.**

Staff member Bombard presented the staff report, and Commander Paul Tomasi addressed questions regarding Police staffing for the event.

Chair Downing opened and closed the public hearing. No appearances.

Paul Tomasi, addressed questions from the Commission regarding the numbers of Police Officers needed for the event and also the costs of the overtime costs. He stated the number is for Police Officers needed, not other City staff. He informed the Commission that volunteers are also used during this time and they are starting a program to train more volunteers.

Downing asked if there is a way to communicate the route and what the full-time residents should expect on this day.

Meheen asked if the event organizer is required to have volunteers.

Commander Tomasi will provide the call volume as information for Commission.

It was moved by Downing to forward the staff report and an endorsement of increased realistic costs of event and staffing, and any other costs associated with the event to the City Council for consideration, seconded by Richards.

Chair Downing asked Refuerzo to recuse herself as she is a volunteer for the Pebble Beach Tour d'Elegance.

AYES:	Downing, Meheen, Richards
NOES:	NONE
ABSENT:	Jett
ABSTAIN:	Refuerzo

**C. Review event and consider a request for a waiver of fees associated with the 2015 Concours on the Avenue event and provide a recommendation to the City Council**

Acting Chair Downing opened the public hearing. Sue McCloud appeared and asked the Commission to continue this item to give even organizer Doug Freedman time to adequately respond to the staff report. No other appearance, the public hearing was closed.

Following discussion, it was moved by Richards and seconded by Meheen to continue this item to the next meeting. The motion carried by the following roll call vote:

AYES:	Downing, Meheen, Richards, Refuerzo
NOES:	None
ABSENT:	Jett
ABSTAIN:	None

**VII. ANNOUNCEMENTS FROM STAFF.**

A. 2015 Pacific Grove Auto Rally

Staff member Bombard announced she received a call from Jeanne Byrne from the Pacific Grove Auto Rally, and was informed they will not be holding event in Carmel.

Richards asked if it was due to fees. Staff stated she talked to them about filing a fee waiver and was informed they did not want to pay any fees.

**IX. ADJOURNMENT**

There being no further business to come before the Commission, Chair Downing adjourned the meeting at **10:20 a.m.**

Respectfully submitted,

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Margi Perotti, Community Activities Assistant



COMMUNITY ACTIVITIES AND CULTURAL COMMISSION STAFF REPORT  
April 14, 2015

**To:** Community Activities and Cultural Commission  
**From:** Janet Bombard, Library and Community Activities Director  
**Subject:** Draft J.O. Lumberyard / Vista Lobos Facility Guidelines and Use Fees and provide direction

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**Recommendation(s):** Receive Draft J.O. Lumberyard / Vista Lobos Facility Guidelines and Use Fees and provide direction.

**Executive Summary:**

Per the Community Activities and Cultural Commission Rules of Procedure, the duties and powers of the CA&CC with regard to Vista Lobos are to remain cognizant at all times of the uses of the facility and to determine, in consultation with the Community Activities Director, to recommend to the City Council the rental rates and other terms of use of the building.

The Facility Use Guidelines and Use Fees for Vista Lobos that are currently in use were adopted in 2003. The guidelines were written when the facility was managed by the Recreation Department, which is no longer in existence, and - with the exception of City-sponsored art classes - many of the purposes for which the room was used have changed. A public deck and barbeque area have also been added to the facility since then, and the use fees are outdated.

Staff has updated the guidelines (Attachment A) to reflect current use of the room. The updated guidelines also include the additional facilities, and fees adopted by the City Council at its July 2014 meeting.

At the March 10, 2015 Community Activities and Cultural Commission meeting, commissioners voted to continue the agenda item regarding the Draft J.O. Lumberyard / Vista Lobos Facility Guidelines and Use Fees in order to make a Vista Lobos site visit, and receive answers to the following questions :

1. Can the City make money from the rental of its facilities?
2. Is it legal to charge higher facility use fees to non-residents?

Per City Administrator Douglas Schmitz, it is illegal to make money from the rental of City facilities. However, charges that are established for City facilities may reflect the amount of money it costs to maintain them. In the case of the J. O. Lumberyard / Vista Lobos Facility, that includes the building, the deck area, barbeque area, and the parking lot.

The City Administrator also indicated that there is no prohibition against charging higher fees to non-residents for the use of City facilities.

After review and direction by the Commission, the proposed policy revisions will go before the City Council.

**Attachments:**

Attachment A: Current Facility Use Guidelines and Fees *pp. 9 - 14*  
attachment B: Proposed revised Facility Use Guidelines and Fees *pp. 15 - 20*

CITY OF CARMEL-BY-THE-SEA  
FACILITY USE GUIDELINES  
VISTA LOBOS

A. User Classifications I, II, and III

1. Class I:

- a. Official City activities and those of any other public agency which has a reciprocal use arrangement with the City of Carmel-by-the-Sea.
- b. Carmel-by-the-Sea Recreation Department programs, activities, or events.
- c. Community activities supervised by the Carmel-by-the-Sea Recreation Department during which the facility is open for general use to the community for activities such as checkers, chess, games, etc.
- d. Official City Support Groups.

2. Class II:

- a. Recognized nonprofit organizations, which must:
  - i. Have been granted a tax-exempt status by the Internal Revenue Service.
  - ii. Provide a recreation or social service program to residents of the community.
  - iii. Establish, to the satisfaction of the City, that it would not be practical to charge a fee for the program sufficient to cover reasonable operating costs.
- b. Resident associations serving residents within the incorporated limits of Carmel-by-the-Sea.

User fees for recognized nonprofit organizations and resident associations may be waived pursuant to established City Policy.

Facility Use Guidelines  
VISTA LOBOS  
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3. Class III:

- a. Programs, activities, meetings, parties, or events not meeting the criteria of Classes I or II. These may include, but are not limited to: private parties, weddings, receptions, potluck dinners, political or union activities, recitals, commercial activities.

B. Security/Cleaning Deposit and Refund (if any):

1.	<u>Classification</u>	<u>Deposit</u>
	I	none
	II*	\$ 25.00
	III	\$100.00

\* Class II groups will be charged a minimum cleaning deposit of \$25.00. Class II groups using the facility on a regularly scheduled basis may leave the deposit on account for an entire fiscal year.

2. Security/cleaning deposit, if any, is to be paid at the time the Facility Use Agreement is submitted.
3. Refundable deposits will be made on the regular days of the City's checkwriting schedule, with an attempt being made to refund within 14 days of the event; however, deposits will be refunded only after the facility has been inspected and found to be in a satisfactory condition by the Recreation Department staff. If additional cleaning is required to bring the facility into satisfactory condition, a private janitorial service will be hired to complete the cleaning and the costs thereof deducted from the user's deposit before the balance, if any, is refunded. If charges are incurred for damage to the building and/or its contents or for staff overtime or other maintenance costs, a deduction will be made from the user's deposit and the balance, if any, refunded. In the event that costs exceed the amount of deposit, the user will be billed for any remainder.

Facility Use Guidelines  
VISTA LOBOS  
Page 3.

C. Facility Use Fees for J. O.'s Lumberyard Room

- |                            |                          |
|----------------------------|--------------------------|
| 1. Class I                 | None                     |
| Class II                   | \$ 75/year<br>10/meeting |
| Class III (2-hour minimum) |                          |
| Resident                   | \$ 20/hour               |
| Nonresident                | 25/hour                  |

2. Facility use fee is to be paid at the time the Facility Use Agreement is submitted.

D. Reservations

1. Reservations will be taken by the City's Recreation Department (the designated facility manager) on a first-come, first-served basis at a maximum of 6 months and a minimum of 10 working days prior to the date of use.
2. Reservations are made by completing the Facility Use Agreement and paying the facility use fee and security/cleaning deposit, if any in advance. The facility is not considered reserved until all fees have been paid and the Use Agreement is signed and approved.
3. City-initiated and/or sponsored activities, programs, or meetings will be given priority use of the facility.

\*NEW\* Exception: A residents association, as defined in Section (A)(2)(b) above, may begin setup for meetings at 4:00 p.m., and may begin meetings at 4:30 p.m., one day per month.

4. The City of Carmel-by-the-Sea reserves the right to refuse use of the Vista Lobos facility to any person or group.

E. Energy Conservation

1. Due to the extraordinarily high costs associated with the heating of the Vista Lobos facility, it will be necessary to impose a fee on any user who fails to comply with item 7 of General Provisions for the Use of The Vista Lobos Facility (appearing on the reverse side of the Facility Use Agreement). If lights and heat are not turned off as part of securing the facility, an Energy Conservation Assessment of \$10.00 will be added to the amount, if any, withheld from the deposit or billed to the user.

Facility Use Guidelines  
VISTA LOBOS  
Page 4.

F. Cancellation

1. If the event is cancelled, the deposit, if any, will be refunded only if notice is given in advance of the scheduled event according to the following chart:

<u>Number of Days' Notice</u>	<u>Percentage of Refund</u>
14 or more	100
10 - 13	95
5 - 12	75
0 - 5	50

G. Setup and Cleanup

1. The user is responsible for setup and cleanup of the event.
2. The City will provide all appropriate materials for cleaning the facility.
3. Cleanup responsibilities include:
  - a. Cleaning, stacking, and returning tables and chairs to proper storage areas.
  - b. Removing all decorations and placing trash in available trash receptacles.
  - c. Sweeping all floors and mopping any spills as necessary.
  - d. Washing clean all counters and sinks.
  - e. Cleaning restrooms.

H. General Liability and Use of Alcohol

1. The established policy of the City of Carmel-by-the-Sea (Resolution No. 87-120) requires a minimum One Million Dollar (\$1,000,000.00) general liability coverage for individuals or organizations sponsoring programs or activities or providing host liquor at activities which involve the use of municipal facilities. A Certificate of Insurance is required as proof of this liability protection, and the policy shall name the City of Carmel-by-the-Sea and its employees as additional insureds against all potential liability.

EXCEPTION: Official City Support Groups shall comply with

Facility Use Guidelines  
VISTA LOBOS  
Page 5.

this requirement UNLESS the City Council adopts a Resolution of cosponsorship as set forth in the City's Support Groups Policy (Policy No. C89-47).

2. If the user of the facility imposes a cover charge, sells alcoholic beverages, or otherwise comes under the jurisdiction of the State Department of Alcoholic Beverage Control, prior to the event the City shall be provided with evidence of a valid license from the State Department of Alcoholic Beverage Control.
3. If alcohol is to be served, the legally responsible individual who signed the Facility Use Agreement must be at least 21 years of age.

I. General Provisions

1. General provisions governing the use of the facility appear on the back of the Facility Use Agreement and are a part thereof.
2. By signing and submitting the Facility Use Agreement, the user acknowledges responsibility to abide by all general provisions for use of the facility.

GENERAL PROVISIONS FOR USE OF THE VISTA LOBOS FACILITY

1. Approved users shall pick up the facility key at the Recreation Department office on the last working day before the event. The Recreation Department is located in the Lobos Landing Room at Vista Lobos, on Torres Street between Third and Fourth Avenues. Office hours are 9:30 a.m. to 6:00 p.m., Monday through Friday. The office is closed during the lunch hour, on weekends, and on all legal holidays.
2. Users must vacate the facility by 11:00 p.m.
3. No-fee parking is adjacent to the facility. Vehicles left after 11:30 p.m. are subject to citation.
4. The use of decorations is permitted; however, all decorations are to be removed immediately after use as part of the user's cleanup of the facility. Tape and thumbtacks are the only materials permitted for fastening decorations, displays, etc., and must also be removed at the time of cleanup.
5. All trash shall be placed in provided trash receptacles.
6. Smoking is not permitted inside Vista Lobos. Appropriate receptacles are provided outside the building for use by smokers.
7. All lights and heating shall be turned off prior to securing the facility.
8. The City is not liable for accidents, injuries, or loss of individual property in connection with the use of the facility, nor is it responsible for any items left on the premises.
9. Users shall observe, obey, and comply with all applicable City, County, State, and federal laws.
10. All City-owned equipment to be used must be listed on the Facility Use Agreement.
11. The individual signing the Agreement is responsible for all activities and the conduct of persons or groups using the facility during the term of the Agreement.
12. No event to be held at Vista Lobos shall be publicly advertised without the prior written consent of the Recreation Coordinator or his/her designee as to both method and content of any advertisement.
13. Police officer(s) or private security may be required at some activities as deemed necessary by the City. Charges for any such security shall be paid by the user.
14. Future use of the facility by a person or group will depend on that person or group's compliance with all provisions of this Agreement and to all policies and procedures governing use of the facility.



**CITY OF CARMEL-BY-THE-SEA  
FACILITY USE GUIDELINES AND USE FEES  
J.O. LUMBERYARD/VISTA LOBOS FACILITY**

**Allowed Use:**

Classes, Meetings, Social Gatherings, Events, Conferences

**Fees/Deposits**

Deposits and use fees are to be paid at the time the completed Facility/Area Use Agreement is submitted. Regular users of the J.O. Lumberyard facility will be billed on a monthly basis.

**A. Facility Use Fees/Deposits for J.O. Lumberyard Room Only**

Use	Cleaning Deposit	Key Deposit	Use Fee
2-hour minimum	\$100.00	\$25.00	\$25.00/hour

All users will be charged a minimum cleaning deposit of \$100.00. Groups using the facility on a regularly scheduled basis may leave the deposit on account for an entire fiscal year. The Department will review the groups using the facility on a regular basis once per year.

**B. Facility Use Fees/Deposits for J.O. Lumberyard Room plus Kitchen Facility.**

Use	Cleaning Deposit	Key Deposit	Use Fee
2-hour minimum	\$100.00	\$25.00	\$35.00/hour

**C. Facility Use Fees/Deposits for the Deck at Vista Lobos**

The deck at Vista Lobos may be reserved for special functions including, but not limited to, weddings, parties, catered dinners, etc. Groups may not exceed 25 people.

Use	Cleaning Deposit	No Restroom	Use Fee
2-hour minimum	\$100.00	\$00	\$25.00/hour

- No fires or barbequing on the wood deck.
- No alcoholic beverages are allowed on the deck
- If restroom facilities are needed the user must reserve the J.O. Lumberyard Room as defined in Section (A) of these guidelines.

**D. Reservations of the Barbecue Area**

Use	Cleaning Deposit	No Restroom	Use Fee
10:00 am to 6:00 pm	\$100.00	\$00	\$00.00

- No alcoholic beverages are allowed in the barbecue area
- If restroom facilities are needed the user must reserve the J.O. Lumberyard Room as defined in Section (A) of these guidelines.

## ATTACHMENT B

Any person or group may use the barbecue area at Vista Lobos. Any person or group wishing to reserve the area for a special function will do so with the Community Activities Department. There is no user fee for the use of this area. However, any person or group reserving the area shall be required to pay a refundable cleaning deposit of \$100.00.

### **Insurance**

The established policy of the City of Carmel-by-the-Sea (Resolution No. 87-120) requires a minimum One Million Dollar (\$1,000,000.00) general liability coverage for individuals or organizations sponsoring programs or activities, or providing host liquor at activities which involve the use of municipal facilities. A Certificate of Insurance is required as proof of this liability protection. In order for the certificate to be valid, it must contain the following:

- The renter's name must be listed as the one "insured".
- The Policy must not expire before the event date.
- The policy must be for \$1,000,000 per occurrence.
- The description must list the rental location, date of event and type of event planned.
- The City of Carmel-by-the-Sea, its officers, agents and employees at West side of Torres Street between 3<sup>rd</sup> and 4<sup>th</sup> Avenues, Carmel-by-the-Sea, CA 93924 must be listed as "additional insured" on a separate endorsement page.

Exception: Official City Support Groups shall comply with this requirement UNLESS the City Council adopts a Resolution of co sponsorship as set forth in the City's Support Groups Policy (Policy No. C89-47).

### **Reservations:**

1. Reservations are made by completing the Facility/Area Use Agreement, paying the deposit(s) and use fees, and submitting insurance for approval by the City's insurance carrier 30 days in advance. Reservations are taken on a first come, first served basis at a maximum of 6 months prior to the date of use. The facility is not considered reserved until all fees have been paid, insurance has been approved, and the Agreement is signed by the Community Activities Department.
2. The person or organization to whom the Facility/Use Agreement is issued assumes all responsibility for use of the facility. Facility/Use Agreements cannot be transferred, assigned or sublet. The Facility/Use Agreement holder or their delegate must be in attendance at all times.
3. City-initiated and/or sponsored activities, programs, or meetings will be given priority use of the facility.
4. The City of Carmel-by-the-Sea reserves the right to refuse the use of the Vista Lobos facility to any person or group.
5. If the user of the facility imposes a cover charge, sells alcoholic beverages, or otherwise comes under the jurisdiction of the State Department of Alcohol Beverage Control, prior to

## ATTACHMENT B

the event the City shall be provided with evidence of a valid license from the State Department of Alcoholic Beverage Control. No alcohol may be served on the deck or barbeque areas.

6. If alcohol is to be served, the legally responsible individual who signs the Facility/Area Use Agreement must be at least 21 years of age.
7. The City is not liable for accidents, injuries, or loss of individual property in connection with the use of the facility, nor is it responsible for any items left on the premises.

### **Setup and Cleanup:**

1. The user is responsible for set up and cleanup of the event (set up time and cleanup is part of the total rental time of the facility).
2. The City will provide all appropriate materials for cleaning the facility.
3. Cleanup responsibilities include, but are not limited to:
  - a. Cleaning, stacking, and returning tables and chairs to proper storage areas.
  - b. Removing all decorations and placing trash in available trash receptacles and recycle containers.
  - c. Sweeping all floors and deck areas and mopping any spills as necessary.
  - d. Washing clean all counters and sinks.
  - e. Cleaning restrooms.
  - f. Picking up all trash from the barbecue and deck areas. All trash shall be placed in provided trash receptacles.
  - g. The use of decorations is permitted; however, all decorations are to be removed immediately after use as part of the user's cleanup of the facility. Tape and thumbtacks are the only materials permitted for fastening decorations, displays, etc. and must be removed at the time of cleanup.
  - h. All lights and heating shall be turned off prior to securing the facility.
  - i. Users must vacate the facility by 10:00 pm.

### **Key Deposit**

1. All users shall be required to pay a \$25.00 key deposit each time the facility key is picked up. The key shall be picked up at the Park Branch Library or a location designated by the Community Activities Department office on the first business day prior to the event, and returned within 24 hours of the end of the event to the Community Activities Department or the Police Department.
2. The key deposit will be refunded within 30 days. If the key is lost or not returned in accordance with these guidelines the deposit shall be forfeited and applied towards making new keys and/or changing locks. If this expense is greater than the deposit, the user will be billed for the excess and shall not be permitted the use of the facility until

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the outstanding bill is paid in full. Access to the building is only permitted during the time and date in which you have reserved the room. No additional access is permitted.

3. Community Activities office hours are 8:30 am to 5:00 pm Monday through Friday. The office is closed during the lunch hour, on weekends and on all legal holidays.

**Energy Conservation:**

Due to the extraordinarily high costs associated with the heating of J.O. Lumberyard Room, it will be necessary to impose a fee on any user who fails to comply with item number 7 of the General Provisions for the Use of the Facility (attached to the Facility/Area Use Agreement). If lights and/or heat are not turned off as part of securing the facility, an Energy Conservation Assessment of \$50.00 will be added to the amount withheld from the deposit, if any, or billed to the user.

**Occupancy:**

The maximum occupancy inside the J.O. Lumberyard meeting room is 68 persons at any one time.

**Changes/Revisions to your Use Permit:**

1. A \$25.00 administrative fee will be assessed for all revisions to a use permit, with the exception of additional time added to an existing use permit.
2. If the user has scheduled time in the facility and cancels the event without notifying the City within 15 days prior to the event, full rental fee is due for the room.

**Cancellation**

1. One time use - If your meeting/event is cancelled, the deposit - if any - will be refunded only if notice is given in advance of the scheduled event according to the following chart:

Number of Days Notice	Percent of Refund
14 or more days	100%
10-13 days	95%
5-12 days	75%
0-5 days	50%

2. Regular Use – If your meeting/event is cancelled and you do not notify the City within 7-12 days prior to the event, you will be charged the full fee for the room rental.  
\*\* Exception – power failure at the facility.

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### **Bulletin Board**

1. Request for posting materials on the bulletin board shall be submitted to and approved by the Community Activities Department prior to being posted. Any material that does not have an approval stamp will be removed and disposed of.
2. Materials advertising commercial or for profit organizations will not be allowed.

### **Storage inside the J.O. Lumberyard building:**

1. The closet storage areas may be utilized by regular users of the facility. A regular user is defined as using the space a minimum of 4 times per month.
2. There will be a \$15.00 per month fee for use of the storage area. Each organization/user is allowed only one space. The City of Carmel-by-the-Sea is not responsible for damaged, lost or stolen items in the storage area.
3. If a regular user of the facility is no longer using the facility (60 days non-use) and abandons items in the storage facility, the items will be disposed of in a manner the City of Carmel-by-the-Sea deems acceptable. A certified letter will be sent informing the user of the pending disposal of their items 30 days prior to disposal.
4. A list of all stored items must be submitted to the Community Activities Department. No flammable or illegal materials may be stored in the facility.

### **Refund of Cleaning Deposit**

Refundable deposits will be made on the regular days of the City's check writing schedule, with an attempt being made to refund within 30 days of the event; however, deposits will be refunded only after the facility has been inspected and found to be in a satisfactory condition by the Community Activities Department Staff. If additional cleaning is required to bring the facility into satisfactory condition, a private janitorial service will be hired to complete the cleaning, and the costs thereof deducted from the user's deposit before the balance, if any, is refunded. If charges are incurred for damage to the building and/or its contents or for staff overtime or other maintenance costs, a deduction will be made from the user's deposit and the balance, if any, refunded. In the event that costs exceed the amount of the deposit, the user will be billed for any remainder and will not be permitted to use the facility again until all outstanding charges, if any, are paid in full.

If at any time City staff is required to be on premises outside the normal department operating hours, the user shall be charged the City's hourly overtime reimbursement rate, as established by the Department of Community Activities, for a minimum of two hours. The determination of whether or not department staff is going to be required on premises shall be determined by existing City Policy(s) and/or the Community Activities Department. These charges, if any shall be paid at the time the Facility/Area Use Agreement is submitted.

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**General Provisions for the Use of the Facility:**

1. The City has banned use of foam plastic food and beverage containers. Foam food containers (AKA "Styrofoam") may not be used at your meeting or event. (MC 8.86)
2. Specific fire code regulations must be followed for candle usage. No open flames allowed.
3. The display of banners and/or signs is prohibited on the exterior of the building (MC 17.40).
4. Anyone violating the established rules and regulations, or constituting a public nuisance, may be required to leave the facility; your deposit may be withheld and you may be responsible for additional fees related to staff time, damages and losses to the City.
5. By signing and submitting the Facility/Area Use Agreement, the user acknowledges responsibility to abide by all general provisions for the use of the facility/area.
6. Users must vacate the facility by 10:00 p.m.
7. Smoking is not permitted inside Vista Lobos. Appropriate receptacles are provided outside the building for use by smokers.
8. No-fee parking is adjacent to the facility. Vehicles left after 11:30 p.m. are subject to citation.
9. No event to be held at Vista Lobos shall be publicly advertised without the prior written consent of the Community Activities Department Staff or his/her designee as to both method and content of any advertisement.
10. Police officer(s) or private security may be required at some activities as deemed necessary by the City. Charges for any such security shall be paid by the user.
11. The City is not liable for accidents, injuries, or loss of individual property in connection with the use of the facility, nor is it responsible for any items left on the premises.
12. All City-owned equipment to be used must be listed on the Facility/Area Use Agreement.
13. Users shall observe, obey, and comply with all applicable City, County, State and Federal laws.
14. Future use of the facility by a person or group will depend on that person or group's compliance with all provisions of this Agreement and to all policies and procedures governing use of the facility.

The individual signing the Agreement is responsible for all activities and the conduct of persons or groups using the facility during the term of the Agreement.

I have read, understand and agree to abide by the rules and regulations set forth in this document:

Print Name: \_\_\_\_\_ Sign: \_\_\_\_\_

Organization: \_\_\_\_\_

Date \_\_\_\_\_