

**RESOLUTION NUMBER R-2020-07**

**RESOLUTION APPROVING AND AUTHORIZING THE ADOPTION OF AN UPDATED  
VILLAGE OF MAYWOOD USE POLICY FOR THE 200 SOUTH 5TH AVENUE BUILDING  
(GYMNASIUM, MEETING ROOMS AND EXERCISE ROOM),  
FRED HAMPTON MEMORIAL POOL, VETERAN'S PARK AND GAZEBO,  
AND THE 1100 SOUTH 11TH AVENUE BUILDING**

**WHEREAS**, the Village of Maywood is committed to responsibly supporting civic, cultural, educational, informational, and public health, physical and mental wellness and nutritional activities; and

**WHEREAS**, the Village of Maywood desires to minimize the financial impacts on the Village of third parties' use of Village real property, personal property, buildings and facilities (the "Village Properties") for civic, cultural, educational, informational, and public health, physical and mental wellness and nutritional activities and local community activities and meetings; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to bring the use fees and costs associated with use of the Village Properties for civic, cultural, educational, informational, and public health, physical and mental wellness and nutritional activities and local community activities and meetings in line with the actual cost to the Village; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to eliminate any potential Village liability for all non-Village sponsored events at Village Properties; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood desire to approve certain amendments to the "VILLAGE OF MAYWOOD USE POLICY FOR THE 200 SOUTH 5TH AVENUE BUILDING (GYMNASIUM, MEETING ROOMS AND EXERCISE ROOM), FRED HAMPTON MEMORIAL POOL, VETERAN'S PARK AND GAZEBO, AND THE 1100 SOUTH 11TH AVENUE BUILDING" ("Use Policy"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The Use Policy was first adopted by the Village Board in January 2009; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood, a home rule Illinois municipal corporation, have the authority to approve and authorize the updated version of the Use Policy pursuant to its home rule powers provided by Article VII, Sections 6 of the Illinois Constitution of 1970, as well as the Illinois Municipal Code (65 ILCS 5/11-1, 5/11-20, 5/11-60, 5/11-62, *et seq.*), and find that adopting the updated Use Policy is in the best interests of the Village and its residents, property owners and the general public and will promote the public health, safety and welfare of the residents, property owners and the general public.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1:** Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

**SECTION 2:** The President and Board of Trustees of the Village Maywood approve and authorize the adoption of the "VILLAGE OF MAYWOOD USE POLICY FOR THE 200 SOUTH 5TH AVENUE BUILDING (GYMNASIUM, MEETING ROOMS AND EXERCISE ROOM), FRED HAMPTON MEMORIAL POOL, VETERAN'S PARK AND GAZEBO, AND THE 1100 SOUTH 11TH AVENUE BUILDING" (the "Use Policy"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Maywood also authorize and direct the Village President, the Village Clerk and the Village Manager, or their designees, to take all actions that are necessary to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Use Policies.

**SECTION 3:** The attached version of the Use Policies replaces and supersedes the prior version of the Use Policy. Any future modifications or amendments to the Use Policy shall only be effective upon approval by the President and Board of Trustees of the Village Maywood.

**ADOPTED** this 17<sup>th</sup> day of March, 2019, pursuant to a roll call vote as follows:

**AYES:** Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and N. Booker

**NAYS:** None

**ABSENT:** Trustee M. Lightford

**APPROVED** this 17<sup>th</sup> day of March, 2019, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

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Edwenna Perkins, Village President

**ATTEST:**

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Viola Mims, Village Clerk

**Exhibit "A"**

**VILLAGE OF MAYWOOD  
USE POLICY FOR THE 200 SOUTH 5TH AVENUE BUILDING  
(GYMNASIUM, MEETING ROOMS AND EXERCISE ROOM),  
FRED HAMPTON MEMORIAL POOL, VETERAN'S PARK AND GAZEBO,  
AND THE 1100 SOUTH 11TH AVENUE BUILDING**

(attached)

**Village of Maywood  
Use Policy For The 200 South 5th Avenue Building  
(Gymnasium, Meeting Rooms and Exercise Room),  
Fred Hampton Memorial Pool, Veteran’s Park and Gazebo,  
and the 1100 South 11th Avenue Building**

It is the intent of the Village of Maywood (“Village”) to offer the use of the 200 South 5th Avenue Building (Gymnasium, Meeting Rooms and Exercise Room), the Fred Hampton Memorial Pool, Veteran’s Park (and its Gazebo), and the 1100 South 11th Avenue Building (collectively the “Village Properties” or individually the “Village Property”), all of which are located within the Village’s corporate limits, to persons and organizations not affiliated with the Village on a limited basis and subject to the conditions, restrictions and limitations set forth in this Policy. Any areas or rooms located within the Village Properties are available only for use, other than by the Village officials and Village employees, for Village business and shall not be available for use by the public. Any reference to a Village official also shall apply to any designee of that Village official.

The allowable uses of the above Village Properties are for civic, cultural, educational, informational, public health, physical and mental wellness and nutritional activities and local community activities and meetings, and may include such events as birthday, bridal and baby showers, retirement, Sweet 16, coming of age and other parties, wedding receptions, reunions, graduations, repast, etc. that are approved by, sponsored by or co-sponsored by the Village. Use of any of these Village Properties is subject to this Policy and the applicable provisions of the Village Code (e.g., issuance of a temporary use permit, liquor license, fire code and occupancy restrictions, etc.) and applicable federal, State, county and Village laws, ordinances, policies, rules and regulations. Any reference to action by or discretion exercised by the Village Manager under this Policy shall also include such action or discretion by his/her designee.

**I. Requesting Use of One of the Village Properties**

A. **General.** Any person or organization that seeks to use one of the Village Properties must submit an Application (see attached form) to the Village Manager. Applications can be obtained by contacting the Village Manager’s Office at 708-450-6300 or 708-450-6303. Applications generally will be considered on a first-come, first-served basis, subject to the Priority of Use provision below. Submission of an Application does not guarantee approval of the request, as the Village Manager, in his/her discretion, reserves the right to approve any requested use and may deny any request for any reason that is in the Village’s best interest and is consistent with this Policy. Any requests for use of one of the Village Properties by any person, including any appointed or elected Village official or a Village employee, shall be made directly to the Village Manager. The following guidelines will apply to all use requests, including when a party not affiliated with the Village seeks to reserve one of the Village Properties, but some or all of these guidelines may not apply when the use request is made by an appointed or elected Village official or a Village employee for strictly Village purposes if approved by the Village Manager:

1. Applications must be submitted to the Village Manager and will be accepted no more than six (6) months and not less than five (5) calendar days prior to the scheduled event, unless special permission is granted by the Village Manager.

2. Submission of an Application does not guarantee approval of the request for use of one of the Village Properties.
3. A copy of the articles of incorporation or charter of the organization must be supplied with an Application.
4. Application submissions must be made by a person at least eighteen (18) years of age and who is a Village resident or a member of the interested organization who is at least eighteen (18) years of age and a Village resident. This individual will be the only person authorized to make changes to the Application and will also serve as the primary contact for the Village.
5. An Applicant may not assign its reservation to another person or organization or group.
6. Applicants shall sign a separate License and Release, Hold Harmless and Indemnification Agreement (prepared by the Village Attorney) and shall indemnify, hold harmless and defend the Village of Maywood and its mayor/president and trustees, appointed and elected officials, officers, employees, agents and volunteers from and against any and all claims, demands, causes of action and liabilities including all costs and reasonable attorneys' fees, arising from and related to the Applicant's use of the Village's meeting rooms and other facilities. Applicants shall furnish a certificate of insurance and policy endorsement (comprehensive general liability or public liability and property damage) to evidence sufficient coverage to meet the Applicant's indemnification requirements. Said certificate shall specifically list the "Village of Maywood and its mayor/president and trustees, appointed and elected officials, officers, employees, agents and volunteers" as additional insureds.

Insurance coverage by an insurance provider acceptable to the Village shall be determined by the Village Manager, in his/her sole discretion, depending on the building, the room or the property being used and the type of use. For example, insurance coverage limits may range from:

**Option A.** Comprehensive General Liability coverage for limits not less than \$100,000.00 per occurrence for bodily injury (including death or illness) and Property Damage coverage in an amount not less than \$50,000 per occurrence for property damage, workers compensation (statutory amount) and dram shop insurance (\$1,000,000 minimum limit) and any other type of insurance required by the Village Manager with input from the Village Attorney.

**Option B.** Comprehensive General Liability coverage for limits not less than \$1,000,000 per occurrence for bodily injury (including death or illness) and Property Damage coverage in an amount not less than \$500,000.00 per occurrence for property damage, workers compensation (statutory amount), dram shop insurance (\$1,000,000 minimum limit) and any other type of insurance required by the Village Manager with input from the Village Attorney.

**Option C – Insurance Coverage:**

- A. Comprehensive General Liability – Village to provide this coverage for the Special Event

- B. Umbrella Coverage – Village to provide this coverage for the Special Event
- C. Property Damage – Village to provide this coverage for the Special Event
- D. Workers’ Compensation – Statutory (The Liquor Licensee shall provide this coverage)
- E. Dram Shop coverage - \$1,000,000 (The Liquor Licensee shall provide this coverage)

**Option D. Waiver of Some or All Insurance Coverage.** The insurance requirements may be waived for any Applicant, but only upon approval of the Village Board at a public Village Board meeting. If the Village is a co-sponsor of an event with an Applicant, then the Applicant will not have to provide insurance, unless the Village Manager or the Village Board requires insurance coverage. When the use request is made by an appointed or elected Village official or a Village employee for strictly Village purposes, the Village Manager, in his/her discretion, may adjust or waive the insurance requirements.

**NOTE: The use of the Fred Hampton Memorial Pool is limited to only that entity or those entities that the Village Board authorizes the use under an intergovernmental agreement. The terms of use of the Pool shall be set forth in the intergovernmental agreement and may differ from the provisions of this Policy.**

**B. Priority of Use.**

In the event of a conflict, this list of priorities will govern the use of the Village Properties:

1. Village Board Meetings or Legal, License and Ordinance Committee Meetings or any other board, commission, committee or subcommittee comprised of the Village President and/or any of the Trustees.
2. Village-appointed board, committee or commission meetings and staff meetings.
3. Training or operational meetings or programs for the Village officials or staff.
4. Village sponsored programs and meetings.
5. Village co-sponsored programs and meetings, with the following additional priority:
  - (i) Other public institutions or governmental entities such as township, county, State or federal-affiliated agencies.
  - (ii) Not-for-profit organizations and educational institutions located in the Village.
  - (iii) Not-for-profit, non-commercial corporations and organizations and educational institutions located outside the Village, with members or attendees from the Village, which by virtue of their purpose and membership are connected with the Village’s goal of serving the educational, cultural, ~~and~~ civic and public health, physical and mental wellness and nutritional activities needs of the community.
  - (iv) Other organizations or individuals which provide civic, cultural, ~~and~~ educational, ~~or~~ informational programs and public health, physical and mental wellness and nutritional activities to the general public, with members or attendees from the Village. *However, no direct sales will be permitted on Village premises except ~~in support of the Village and~~ with the Village’s prior written permission.*

- C. **Approval Process.** Once an Application has been submitted, the Village Manager then will approve or deny the request. The Applicant will be notified of approval or denial (via phone, fax or email) within ten (10) business days of submitting its Application.
1. Confirmation of Application acceptance will be mailed or emailed once the reservation is scheduled. The Village Properties may not be scheduled more than one (1) time per quarter year (maximum of four (4) times per calendar year) by the same person or organization, unless authorized by the Village Manager.
- D. **Cancellation.** An Applicant may cancel its reservation by notifying the Village Manager in writing (i.e., fax, email, letter) as soon as possible. Cancellation notices may not be rescinded and the Applicant shall forfeit its Application deposit. Telephone cancellations will be accepted in cases of last minute emergencies. If the Applicant fails to use the Village Property and a cancellation notice is not given to the Village, future reservation requests may be denied and pending future reservations may be cancelled by the Village Manager. In addition, the Application deposit and the damage/clean-up fee deposit shall be retained by the Village to defray the costs incurred by the Village in preparing the Village Property for use by the Applicant and to compensate the Village for the loss of use of the Village Property.

The Village Board or the Village Manager reserves the right to preempt or cancel meetings, if an emergency arises. If this occurs, reasonable effort will be made to promptly contact the group (via phone, fax or email) and reschedule the reservation. If this is not possible, the Applicant will be notified.

Cancellation of an approved use must be made at least twenty-four (24) hours in advance or no fees will be refunded. An Applicant may cancel its reservation by notifying the Village Manager in writing (i.e., fax, email, letter) as soon as possible. Cancellation notices may not be rescinded and the Applicant shall forfeit its Application deposit. Telephone cancellations will be accepted in cases of last minute emergencies. If the Applicant fails to use the Village Property and a cancellation notice is not given to the Village, future reservation requests may be denied and pending future reservations may be cancelled by the Village Manager. In addition, the Application deposit and the damage/clean-up fee deposit shall be retained by the Village to defray the costs incurred by the Village in preparing the Village Properties for use by the Applicant and to compensate the Village for the loss of use of the Village Properties.

**Denial; Appeal.** An Applicant may file an appeal with the Village Board where an Application has been denied by the Village Manager or where an approved use of the Village Property has been cancelled or rescinded by the Village Manager. Such appeal must be made to the Village Board within five (5) calendar days after written notification of the Village Manager's (or designee's) decision is received by the Applicant. The Applicant's appeal must be in writing and addressed to the Village Board. Such an appeal shall be heard by the Village Board at one of its next regularly scheduled meetings within thirty (30) days of the date on which the Village Manager received the appeal. The Applicant will be notified in writing of the decision of the Village Board, which shall be a final decision relative to the matter.

## II. Endorsement; Village Logo, Letterhead Use and Contact Information Use

- A. **Endorsements.** The Village is not responsible for the content of the organization's events. The use of the Village Property does not constitute Village endorsement of the subject matter, philosophies, practices or viewpoints of presenters, participants or attendees. No advertisement or announcement of the Applicant shall state or imply that the Village's endorsement will be permitted, unless specifically authorized by the Village Board at a public Village Board meeting.
- B. **Logo, Letterhead, and Internet Information.** The Applicant is not authorized to use the Village's logo or stationery with Village letterhead, Village mailing address or phone number or web-address as any part of event publicity, unless the Village Manager, in his/her sole discretion, authorizes such use. No Applicant may use the name, address and phone number or web-address of the Village as its official address or headquarters, without the permission of the Village Manager. All promotional materials shall first be pre-reviewed and approved by the Village Manager, in his/her sole discretion, prior to distribution to the public or any news media or the Internet. Any and all publicity must not in any way imply that the Village is sponsoring the program or providing information on it, unless authorized by the Village Manager, in his/her sole discretion. All contacts regarding the meeting must be publicly directed to an organizational contact person. Publicity information may be requested by the Village for informational or reference purposes. The Village is not responsible for answering questions about a meeting or taking messages related to any meeting.
- C. **Disclaimer.** The following disclaimer must be included on all written, electronic and/or broadcast publicity materials of the Applicant about a meeting, gathering or activity held in one of the Village Properties, a copy of which will be provided to the Village prior to the event: "The Village of Maywood offers meeting space to the community. It neither endorses nor sponsors the event or the presenting individual(s) or organization(s)."

## III. Prohibited Uses of the Village Properties

The Village Properties shall not be used for the following purposes:

1. Political rallies, caucuses, campaigns for a specific policy or political issues, or for candidates or political fundraising. An exception to this prohibition, only to allow a debate among candidates for elected Village offices, may be authorized by the Village Board at a public Village Board meeting. Any such exception that is granted for one political contest for a Village elected office shall also be approved for all other political contests for other Village elected offices that are pending during the same election period.
2. Religious services. For purposes of this policy, "religious services" means a non-secular ceremony or occasion for worship.
3. Meetings or other events that interfere with the functioning of Village business and those working Village facilities.



4. Classes or demonstrations involving the use of hazardous or other dangerous materials.
5. Any other activity which, in the judgment of the Village Manager, would materially and substantially interfere with the ordinary functions and activities of the Village and which may cause excessive noise, safety hazards and/or a threat to the public health, safety and property, including but not limited to activities and the discussion or presentation of materials that are obscene, lewd, pornographic, defamatory, invade a particular person's right to privacy, or directly incite disorder.

#### IV. Rules for Use of the Village Properties

##### A. For all approved Applicants, the following specific Rules apply:

1. Use of the Village Properties without the Village's approval, sponsorship or co-sponsorship is not permitted.
2. All meetings and programs must be open to the general public and may not deny access to anyone based on a protected classification or status under applicable State, county and federal laws (e.g., age, sex, race, religion, national origin or physical handicap, etc.), and are subject to applicable occupancy limitations. Closed session meetings convened by governmental bodies in compliance with the Illinois Open Meetings Act and Village staff meetings are closed to the general public.
3. The Village Properties are available generally during business hours. Use for an event outside of business hours must receive the Village Manager's approval and the Applicant is required to pay the additional costs associated with paying for Village staff or security (police officer(s) to be present during the event), as set forth below.
4. Any time the Village Properties are used outside of business hours, a Village representative must be present during the period of use.
5. The Village does not provide any food or beverages as part of any reservations. If food or beverages are to be made available to Applicant's invitees, the Applicant is responsible for clean-up and proper disposal of refuse. If food or beverages will be served, the Applicant must notify the Village at the time of Application submittal. There are no kitchen facilities on site.
6. **NO ALCOHOLIC BEVERAGES ARE ALLOWED IN OR ON THE VILLAGE PROPERTIES, UNLESS A VILLAGE-ISSUED LIQUOR LICENSE HAS BEEN OBTAINED BY THE APPLICANT OR ON BEHALF OF THE APPLICANT.** Possession of and consuming alcoholic beverages is prohibited within the Village Properties, unless the Applicant has applied for and received a special event liquor license approved by the Village Board and issued by the Local Liquor Control Commissioner and has complied with all of the conditions of the special events liquor license ordinance and the applicable liquor regulations of the Village Code, including securing dram shop insurance and general liability insurance.
7. Any special accommodations related to compliance with Americans with Disabilities Act are the responsibility of the Applicant.

8. Excessive noise or disruption of other meetings or business activities shall result in a direction to leave the premises, and future reservation requests and future meeting room space may be cancelled.
9. The Village is not responsible for the loss of or damage to any equipment or materials owned or rented by the Applicant or its using the Village Properties. The Village is not responsible for the storage of any equipment or supplies, and any items left behind may be disposed of.
10. The Applicant and any attendees are liable for any damage, loss or theft of any Village property caused by the Applicant, its members or invitees.
11. No animals are allowed in or on the Village Properties, with the exception of service dogs, or as part of a program with the approval of the Village Manager, excluding the use of Veteran's Park.
12. The Village shall not furnish any audio/visual equipment. If assistance is needed for the event, such request for assistance must be requested with the Application.
13. If an Applicant desires an Internet connection, it shall request such connection and the Village Manager will decide whether the request can be granted without disturbing the Internet connection used by the Village. If the Internet connection is approved and there is a disruption to the Internet connection that the Village uses, the Village reserves the right to terminate the Internet connection to the event at any time. If there is any cost associated with supplying an Internet connection and services, the Applicant shall pay it.
14. Nails, tape, putty, tacks, etc. will not be used on the walls or windows of a meeting room without the express written permission of the Village Manager.
15. Adult sponsors (over 21 years of age) must be present at all times and must maintain a ratio of no less than one (1) adult per ten (10) children / minors.
16. The Village reserves the right to change or cancel any reservation if circumstances warrant. The Village also reserves the right to change, cancel or relocate any meeting as needed.
17. All Village buildings are non-smoking facilities.
18. The Village Manager, at his/her sole discretion, may waive rental fees and charges and the insurance requirements.
19. Applicant and his/her/its invitees shall leave the Village Properties by the time specified on the Application, as approved by the Village Manager.
20. **Admission fees may only be charged by a person or organization using one of the Village Properties, but only if approved in advance by the Village Manager. An**

organization may ask its membership for contributions to help defray expenses directly relating to a particular program held in one of the Village Properties; however, no such contributions shall be collected at the Village Properties as part of the meeting or program, nor solicited, directly or indirectly, from the general public as a mandatory price of admission. There will be no sale of items except upon the advanced approval by the Village Manager and provided there is a benefit to the Village.

21. For-profit organizations may use one of the Village Properties only if approved by the Village Board and the meeting or program to be presented is educational in content, open to the public and not promoting the services of a particular company. The only exceptions to this rule are use of the gymnasium or a meeting room by a company or a person(s) for (1) Village staff training or as part of a job fair or continuing education/training exposition or similar event, or a Village-approved youth recreational event or program, such as a basketball league or a wrestling program or sports camp or (2) civic, cultural, and educational or informational programs and public health, physical and mental wellness and nutritional activities, such art festivals, community festivals and farmer's markets. A for-profit organization may not require registration to obtain names for future business contacts, but may offer a voluntary sign-up sheet at the program for attendees who wish to be contacted. Business cards and other promotional materials may be displayed.
22. Except for special meetings of any Village board, committee and commission, **all other meetings and programs shall be held during regular, posted hours for the Village Properties as determined by the Village Manager, unless approval is granted by the Village Manager, and all meeting rooms must be cleared at least ten (10) minutes before closing time. No meetings or programs that are held in the Village Properties shall extend beyond 12:00 A.M. (midnight), unless prior approval is granted by the Village President and Board of Trustees.**
23. Once a meeting or program has been approved by the Village Manager, a public notice will be posted by the Village staff in a designated area of the Village Hall and the 200 South 5th Avenue Building. The Notice will be posted at least forty-eight (48) hours prior to the meeting, and should include: the date and time of the meeting; the name of the room assigned; the name of the organization; the nature and purpose of the meeting; and the name and telephone numbers of the organization's primary and alternate liaisons.
24. **The Village Properties are not available for partisan political or religious purposes or any purpose that would violate the constitutional provisions regarding separation of church and state. Activities and materials urging support of, or opposition to, candidates for public office, or with respect to issues on any election ballot, are prohibited. Activities and materials that a reasonable person would believe to constitute religious worship are also prohibited, as well as activities and materials that are obscene, defamatory, invade a particular person's right to privacy, or directly incite violence.**
25. Materials or equipment that are dangerous to the public or Village or Village property may not be brought into or onto any of the Village Properties.

26. **The Village Properties may not be used to promote or advertise, directly or indirectly, any commercial product(s) or service(s), unless (1) authorized by the Village Board and the promotion or advertisement use is part of (2) a demonstration by a company to the Village officials or Village staff for product acquisition or training purposes or as part of a job fair or continuing education/training exposition or similar event, or is part of a Village-approved youth recreational event or program, such as a basketball league or a wrestling program or sports camp or (3) a civic, cultural, and educational or informational programs and public health, physical and mental wellness and nutritional activities, such art festivals, community festivals and farmer's markets.**
27. The Village is not responsible for equipment, supplies, materials, or any personal possessions owned, leased or provided by those organizations or persons who co-sponsor a meeting or program or by persons who attend such meetings or programs. The Applicant is responsible for supplying its own equipment, supplies and materials for the meeting or program and must contact the Village Manager to arrange for tables and chairs and any special needs, such as electrical or power source needs. If there is any cost associated with supplying adequate electrical power to the meeting or the program, the cost shall be paid by the Applicant.
28. All set-up and take-down activities shall be supervised by a Village staff person.
29. The Village Manager may pre-empt a scheduled meeting or program whenever necessary. If this happens, all reasonable effort will be made to re-locate the meeting or program to another area within or on one of the Village Properties (if possible) the same day or re-schedule to another date.
30. Attendance at meetings and programs shall be limited to the applicable occupancy capacity of the room as determined by the Village Manager, the Police Chief or the Fire Chief, or their designees, who are each authorized to enforce the occupancy limitations.
31. After use, the Village Properties shall be left clean (free of garbage and debris) and in the same condition as existed prior to the meeting or program. All garbage, paper, cups and other waste shall be disposed of in a garbage container. Failure to clean up after use or causing damage to the Village Property could result in denial of future use requests.
32. No Applicant can assign its/his/her Village-approved use of the Village Properties to another organization or person.
33. As a condition of approval to use of one of the Village Properties, the Applicant shall sign a License and Release, Hold Harmless and Indemnification Agreement provided by the Village. In certain situations where the meeting or program activities of the Applicant warrant it, the Village Manager may require as a condition of use approval that the Applicant provide proof of comprehensive general liability insurance and property damage coverage at minimum insurance coverage levels as determined by the Village Manager, with the Village of Maywood, President and Board of Trustees, appointed and elected officials, employees, agents, volunteers, engineers and attorneys named as additional insureds.

34. If approved by the Village Manager, an organization or person may not use the Village Properties in the aggregate ***more than one (1) time per month***. If an organization or person desires to use the Village Properties additional times, then it/he/she must apply to the Village for such use approval from the Village President and Board of Trustees, which may be denied in the sole discretion of the Village President and Board of Trustees.

35. The Village Board and its committees and subcommittees and the Village-appointed boards, committees or commissions may use the Village Properties for their governmental purposes without filing an Application or paying any fees required by this Policy. The Village Manager is responsible for making a Village Property available for use by such Village boards, committees or commissions upon their request.

**V. Deposits, Fees and Charges; Village Reimbursement for Damages**

***Deposit and Fees:***

- ***Minimum deposit paid with Application: \$100.00***

***Use of Fred Hampton Memorial Pool: TBD by Village Board***

***Use of Veteran's Park: TBD by Village Board***

***Use of Veteran's Park / Gazebo:***

- ***\$\_\_ (per hour; regular business hours).***
- ***\$\_\_ (per hour; after business hours).***

***Use of 200 South 5th Avenue Building:***

- ***Gymnasium:***
  - ***\$\_\_ (per hour; regular business hours).***
  - ***\$\_\_ (per hour; after business hours).***
- ***Meeting Rooms:***
  - ***\$\_\_ (per hour; regular business hours).***
  - ***\$\_\_ (per hour; after business hours).***
- ***Exercise Room:***
  - ***\$\_\_ (per hour; regular business hours).***
  - ***\$\_\_ (per hour; post-regular business hours).***

***Use of 1100 South 11th Avenue Building:***

- ***\$\_\_ (per hour; regular business hours).***
- ***\$\_\_ (per hour; post-regular business hours).***

Regular business hours means: 8:00 a.m. to 5:00 p.m., Monday through Friday.

Post-regular business hours means: 5:00 p.m. to 8:00 a.m., Monday through Friday.

**Other Charges:**

- **Damage/Clean-Up Fee Deposit (returned if no damage and Village Property is cleaned up): TBD by Village Manager..**
- **If the Village Property is damaged or not left in a clean and orderly fashion following the meeting or program, then the Village reserves the right to retain the Damage/Clean-Up Fee Deposit and seek reimbursement from the Applicant for the actual costs of repair and clean-up if they exceed the Deposit.**
- **Police Security for events is \$50.00 per hour per officer during regular business hours and \$75.00 per hour per officer during post-regular business hours.**

**Damage Reimbursement: Each Applicant using the Village Property is responsible for reimbursing the Village for any and all damage done or presumed to have been done to Village-owned furniture, equipment and/or the facility. The Village reserves the right to limit or prohibit future use of the Village Property by an Applicant that has caused damage to a room, flooring, equipment or furniture or that has caused a disturbance, and/or failed to comply with the meeting room rules established by the Village. Additionally, the Village is not responsible for loss of or damage to personal property or the personal injury to persons attending an event in the Village Properties.**

**Space Available**

**The Village has \_\_\_\_ meeting rooms.**

**The \_\_\_\_ Room will accommodate up to \_\_\_\_ people (maximum occupancy limitation).**

**The \_\_\_\_ Room can accommodate up to \_\_\_\_ people (maximum occupancy limitation).**

**The \_\_\_\_ Room can accommodate up to \_\_\_\_ people (maximum occupancy limitation).**

**The Gymnasium can accommodate up to \_\_\_\_ people (maximum occupancy limitation).**

**Kitchenette facilities are available for a flat rate of \$37.50 for serving or preparing light refreshments.** Use of kitchenette facilities other than for serving and preparing light refreshments requires proof of food service license. The existing cooking facilities are not available for use, unless special approval in writing is granted by the Village Manager. Only light refreshments are allowed and all supplies must be furnished by the Applicant. Food and drink are not permitted outside the meeting rooms or in the gymnasium.

**Hours Available**

The gymnasium or meeting rooms are available only during the regular, posted hours that the Village Hall is open, although with the approval of the Village Manager the hours of a meeting or program may begin or end outside of the regular, posted hours or the Applicant may begin set-up activities up to one (1) hour before the Village opens and stay up to one (1) hour after the Village's closing time. **There will be a \$\_\_ charge for use of the gymnasium or a meeting room for each hour or portion thereof beyond the Village's regularly scheduled hours.**

### **Request for Use - Village Sponsorship or Co-Sponsorship**

Applications for use of the gymnasium or a meeting room are to be filed with the Village Manager's Office no sooner than four (4) weeks prior to the proposed meeting or program. Consideration of a use request will not be acted on until both a completed Application and any necessary fees have been received. Any special room equipment needs and whether an admission fee will be charged shall be disclosed in the Application. The Applicant is responsible for setting up the room and returning tables and chairs to their previous location once the meeting or program is over.

There will be a mandatory four (4) week waiting period before a final decision on an Application is issued. This will permit the Village Manager to review the Application carefully, obtain any needed additional information, and seek the input of the Village President and Board of Trustees as to whether they desire to sponsor or co-sponsor an Applicant's use of the gymnasium or a meeting room. However, after consultation, the Village Manager and the Village President, acting jointly, may waive the four (4) week waiting period for anyone if, in their judgment, all other requirements of this Policy have been fully met and complied with. Likewise, the Village Manager may, without waiting the four (4) week period, deny an Application where, on its face, the Application is incomplete or does not comply with this Policy. Any request by the Applicant for a waiver of the four (4) week waiting period must be submitted in writing, and must detail the reasons for the waiver. If a request for waiver is denied, the Applicant shall be notified in writing of the reasons for the denial.

An Application to use the gymnasium or a meeting room must be made by a person who is at least 18 years old. If an organization requests the use, one of the authorized corporate officers shall apply. This individual will be the primary liaison between the organization and the Village with respect to reserving and using the gymnasium or a meeting room. The organization must also designate in writing an alternate liaison that is at least 18 years old, with whom the Village can work when the primary liaison is unavailable. If an Application is made by a not-for-profit organization, it must provide proof of status such as 501(c)(3).

All Applications must be submitted in writing on a Village-approved "Application for Use of Gymnasium/Meeting Room" form. The form must be fully completed and signed by the Applicant at the time of submittal to the Village Manager's Office.

In granting approval to use the gymnasium or a meeting room, the Village Manager shall take appropriate and reasonable measures to ensure that no organization or person monopolizes the gymnasium or a particular meeting room or time slot.

#### **VI. Situations Not Covered**

The Village Manager will resolve any situation not specifically covered by this Policy.

#### **VII. Attachments**

- Application

- Template License and Release, Hold Harmless and Indemnification Agreement (template form; date/time/location and insurance requirement provisions need to be finalized before execution)
- Release and Waiver Form (Adult)
- Release and Waiver Form (Minor)

**Approved / Revised by the Village Board:**

- **January 2009**
- **March 13, 2013**
- **October , 2016**
- **November 25, 2019**



**Village of Maywood  
Application for Use of Village Property**

Applicant's Name: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

Applicant's Telephone Number: \_\_\_\_\_

Applicant's Driver's License Number: \_\_\_\_\_

Group or Organization Represented: \_\_\_\_\_

Type of organization:

- Village-affiliated
- Non-profit educational
- Non-profit cultural
- Non-profit civic
- Governmental body

Room applying for:

- : \_\_\_\_\_ (max. capacity \_\_\_\_\_)
- : \_\_\_\_\_ (max. capacity: \_\_\_\_\_)

Non-profit groups and organizations must present verification of their current corporate status.

Date(s) requested: \_\_\_\_\_, 201\_\_.

Time(s) of meeting: \_\_\_\_\_:\_\_\_\_\_ to \_\_\_\_\_:\_\_\_\_\_

Purpose for which the room will be used: \_\_\_\_\_

Expected number of people attending meeting: \_\_\_\_\_

Food will be served in the Room (circle one): Yes or No.

I have received a copy of the Meeting Room Use Policy, and I agree to keep the rules and regulations written therein.

Applicant's signature \_\_\_\_\_

Date \_\_\_\_\_, 201\_\_.

**VILLAGE USE ONLY**

Rental Use Fee: \_\_\_\_\_ (Staff initial)

\_\_\_\_\_ Approved \_\_\_\_\_ Denied (reason): \_\_\_\_\_

Notified on: \_\_\_\_\_ Time: \_\_\_\_\_ By: \_\_\_\_\_

Room Request Cancelled (date): \_\_\_\_\_

Rental Use Fee Returned (date): \_\_\_\_\_

Rental Use Fee Forfeited/Reason: \_\_\_\_\_

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**RESOLUTION NO. R-2020-07**

**RESOLUTION APPROVING AND AUTHORIZING THE ADOPTION OF AN UPDATED  
VILLAGE OF MAYWOOD USE POLICY FOR THE 200 SOUTH 5TH AVENUE BUILDING  
(GYMNASIUM, MEETING ROOMS AND EXERCISE ROOM),  
FRED HAMPTON MEMORIAL POOL, VETERAN'S PARK AND GAZEBO,  
AND THE 1100 SOUTH 11TH AVENUE BUILDING**

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 17<sup>th</sup> day of March, 2019, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 17<sup>th</sup> day of March, 2019.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

**AYES:** Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington and  
N. Booker

**NAYS:** None

**ABSENT:** Trustee M. Lightford

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 17<sup>th</sup> day of March, 2019.

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Viola Mims, Village Clerk

[SEAL]