



# CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/25/2006

**SUBJECT:** To Adopt Resolution No. 06-<sup>65</sup> adopting the Lakeside Community Center Fees and Guidelines and providing an effective date.

**DEPARTMENT:** PARKS AND RECREATION

**RECOMMENDED MOTION:** To approve Resolution 06- Adopting the Lakeside Community Center Fees and Guidelines and providing an effective date.

**SUMMARY:** The City has prepared a Resolution to adopt the Lakeside Community Center Fees and Guidelines and provide an effective date (worksheets attached).

Staff recommends approval.

**ATTACHMENTS:**  Ordinance  Resolution  Budget Resolution

Other

Support Documents/Contracts Available for Review in Manager's Office

**DEPARTMENT HEAD-** Glen T. Walker *[Signature]* Date: July 17, 2006

**FINANCE DEPARTMENT** Approved as to Budget Requirements Date

**CITY ATTORNEY** *[Signature]* Approved as to Form and Legality Date 7-17-06

**CITY MANAGER** *[Signature]* Approved Agenda Item for: Date 7/25/06

**COUNCIL ACTION:**  Approved as Recommended  Disapproved  Tabled Indefinitely  
 Continued to Date Certain  Approved with Modification:

RESOLUTION NO. 06-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ADOPTING THE LAKESIDE COMMUNITY CENTER FEE WORKSHEET AND GUIDELINES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to approve the Fees and Guidelines for use of the Lakeside Community Center; and

WHEREAS, the City staff recommends that the City Council review and accept the proposed fees and guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council hereby adopts the Lakeside Community Center Fees and Guidelines, attached hereto as Exhibit "A".

Section 2. This resolution shall become effective immediately upon adoption.

\_\_\_\_\_  
MAYOR ALLEN GREEN

ATTEST:

\_\_\_\_\_  
Kenneth W. Parker, City Manager

Adopted on the        day of

Reviewed and Approved:

  
\_\_\_\_\_  
City Attorney

Exhibit A

**LAKESIDE COMMUNITY CENTER  
FEE WORKSHEET**

All rentals require a \$25.00 non-refundable application fee and a \$200.00 refundable damage deposit.

**MONDAY – THURSDAY RATES**

Time	Rate
Less than 4 hrs	\$300.00
4- 8 hrs	\$500.00
8- 12 hrs	\$750.00
Additional hours	\$75.00 per hour

**FRIDAY- SUNDAY RATES**

Time	Rate
Less than 8 hrs	\$700.00
8- 12 hrs	\$900.00
Additional hours	\$100.00 per hour

Rentals include use of caterer's kitchen, ice machine, tables, chairs, podium and P.A System.

**PACKAGE RENTAL FOR TWO OR MORE DAYS**

Time	Monday- Thursday	Friday - Sunday
Two Days	\$1200.00	\$1500.00
Three Days	\$2000.00	\$2300.00

**ADDITIONAL SERVICE FEES**

Services Supplied by the City	Fee
Alcohol use fee	\$100.00 Flat
Electrical Fee for pedastools	\$50.00 @
Additional Trash Cans (rental includes 6 cans inside only)	\$2.00 @
Police Services	\$30.00 per hr (min. 3 hrs)
VIPS (volunteers in police services)	\$15.00 per hr (min. 3 hrs)
Fire Services- including 1 <sup>st</sup> aid	\$30.00 per hr (min. 3 hrs)
Park Services	\$20.00 per hr (min. 3 hrs)
Public Works Services	\$20.00 per hr (min 3 hrs)
Audio Equipment – ½ set up	\$100.00 + parks services
Water Hook Up (outside building only)	\$25.00

Services Supplied by Private Industry	Fee
Stages	Market Price
Linens	Market Price
Audio Visual Equipment	Market Price
Liquor Liability Insurance	Market Price
Liability Insurance	Market Price
Overnight Security	Market Price
Tents	Market Price

If you wish to rent City Center Circle and or Kenneth Parker Amphitheater please fill out a special event application instead of this document.

**LAKESIDE COMMUNITY CENTER  
GUIDELINES**

Building address is 1999 City Center Circle, Port Orange, Florida 32129

Use of the Lakeside Community Center is subject to the following:

**DEPOSITS & APPLICATION FEE**

1. A damage deposit of \$200.00 is due at the time of payment. This deposit is refundable.
2. An application fee of \$25.00 is due at time of application and is non-refundable.
3. Applications must be received at least 30 days prior to the event.

**GUIDELINES**

1. All events and functions must file a permit with the City of Port Orange Parks and Recreation Department. Sub-leasing is prohibited.
2. All groups renting the Center are required to pay the applicable rental fee 14 days prior to the event.
3. Lakeside Community Center is a non- smoking facility. Smoking is permitted in designated locations only.
4. All lessees must supply the City with a certificate of liability and or liquor liability insurance in the amount of \$1,000,000 (1 million dollars) per occurrence, listing the City of Port Orange as an additional insured, unless otherwise noted by the Risk Manager.
5. Misconduct or drunkenness will not be permitted and such actions shall be subject to police action. Renter is responsible for the actions of all guests.
6. Any damage or breakage shall be the responsibility of the renter.
7. Lessee's are responsible for the clean up of the facility following their event and may be charged for excessive clean up incurred by the Parks and Recreation Department once the lessee has vacated the premises.
8. The lessee agrees to remove from the Lakeside Community Center and area any equipment, decorations, props, etc. at the termination of their permit. The lessee agrees to pay any costs associated with the storage, moving or disposal of such items and holds harmless the City for any damage, which may occur during the moving or storage of items.
9. Permanent attachment of props or decorations by using screws, nails etc. is prohibited inside or outside the Center.
10. Lessees are responsible for any damage obtained as a direct result of the lessee's guests, activities etc.
11. Alcoholic may be served at no charge to guests: However, the law prohibits the sale of alcohol to your guests with out a license. Your guests may not take alcoholic beverages from the building.
12. Profanity, or unacceptable behavior by performers, lessee, or their guests will not be tolerated. If Parks and Recreation personnel deem behavior and or performances unacceptable, they have the right to revoke all permits, present and future, for this facility and terminate any and all activities.
13. The City holds the right to cancel, or terminate any permit if they feel that the public's safety is in jeopardy.
14. It is the lessee's responsibility to hire and pay for any required City Services such as, but not limited to, Police, Fire, Parks, public works etc., unless written consent has been granted by the City Manager, City Council, or their designees.
15. Candles may be used on tables. Oil lamps, floating candles or tiki torches are prohibited.
16. Caterers and food prepares must leave kitchen clean. Failure to do so could result in loss of your security deposit.
17. Building closes at 11pm.

As a representative of (organization or event name) \_\_\_\_\_ I have read and do hereby accept all of the above guidelines.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

# **LAKESIDE COMMUNITY CENTER**

**INSERT PICTURE OF CENTER**

## **APPLICATION FOR USE**

**DRAFT JULY 2006**

**LAKESIDE COMMUNITY CENTER APPLICATION**  
 (Please submit a check for \$25.00 rendered to the City of Port Orange upon application)

Event Date \_\_\_\_\_ Today's Date \_\_\_\_\_  
 Name \_\_\_\_\_ Phone: Hm \_\_\_\_\_ Wk \_\_\_\_\_ Cell \_\_\_\_\_  
 Address \_\_\_\_\_ E-mail \_\_\_\_\_  
 Name of Event \_\_\_\_\_ Times: set up \_\_\_\_\_ Event \_\_\_\_\_ Strike \_\_\_\_\_

Please describe what type of activities will take place at the center. \_\_\_\_\_  
 \_\_\_\_\_

Will you be catering the event Yes \_\_\_ No \_\_\_. If yes who will be catering and what kitchen items will you need? \_\_\_\_\_

Will Alcohol be served at your event? Yes \_\_\_ No \_\_\_\_\_. If yes who will be serving these items? \_\_\_\_\_

Please check the items, which will be included at your event.

Amplified sound _____	Inflatable Devices _____	Stages _____	Tents/ Banners _____	Amphitheater _____
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Any other items please list \_\_\_\_\_

Please list any audiovisual equipment you may need \_\_\_\_\_

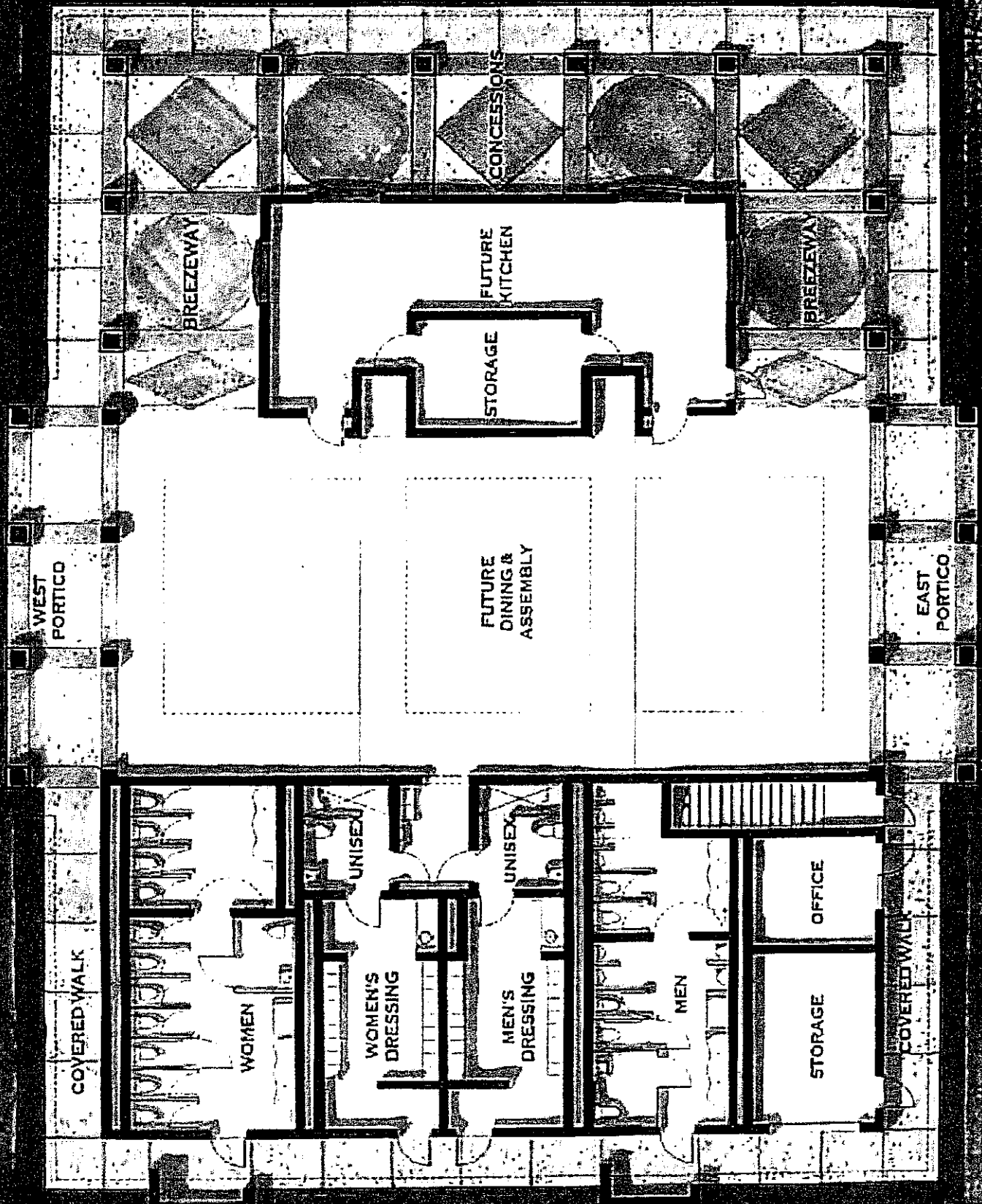
Will you be using the dressing rooms? Yes \_\_\_\_\_ No \_\_\_\_\_

Will you be using the concession stand? Yes \_\_\_ No \_\_\_\_\_

Please provide a lay out of your event to include Number of tables, location of podium, stage, bars, etc on the map provided. This must be included with your application. All rentals are subject to sales tax. Please make all checks payable to the City of Port Orange.

Please submit application, signed guidelines, liability form, map, check for \$25.00, and insurance to:

**City of Port Orange**  
**Attention Lakeside Community Center**  
**1000 City Center Circle**  
**Port Orange, Florida 32129**  
**Office 386-756-5391 Fax 386-756-5423**



FLOOR PLAN

## HOLD HARMLESS/ INSURANCE AGREEMENT

### Section II:

The contractor, vendor, or user, hereby promises and agrees to indemnify and save harmless the City of Port Orange, a municipal corporation, its officers, agents, and employees from and against any and all liability claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys fees, for trial and on appeal of any kind and nature arising or growing out of, or in any way connected with the performance of the agreement whether by act or omission of the contractor, vendor, officers, agents, servants, employees, or others, or because of, or due to the mere existence of the agreement between parties.

The licensee shall supply a "Certificate of Liability Insurance" reflecting minimum coverage of \$1,000,000 (one million dollars) per occurrence. The City of Port Orange shall be named as an additional insured, which shall be noted on the certificate. The certificate shall indicate that the applicant's insurance policy shall not be cancelable without thirty days prior written notice to the City. The undersigned agrees to abide by the regulations governing the said facility and is responsible for charges incurred and must supply a "Certificate of Insurance" to the Department of Recreation no later than thirty (30) calendar days prior to program/event date.

**COPYRIGHT LAW:** Licensee assumes all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes, or dramatic rights used on, or incorporated in the conduct of any event covered under the agreement; and licensee agrees to indemnify and hold harmless the City, from all damages, costs and expenses in law or equity for, or on account of, any patented, trademarked or copyrighted materials, equipment, devices, processes, or dramatic rights furnished or used by licensee in connection with this agreement and will defend the City from any such suit, or action, regardless of whether it be groundless, or fraudulent.

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

Date \_\_\_\_\_

## LICENSEE ACKNOWLEDGEMENT

### Section Four:

You are required to sign and date your agreement. Falsification of information may result in rejection of the agreement, or cancellation of the event by the City of Port Orange.

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

Date \_\_\_\_\_

**THE PARKS AND RECREATION DEPARTMENT IS NOT AUTHORIZED TO WAIVE FEES WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE CITY'S CHIEF ADMINISTRATIVE OFFICER.**

The program/event will be terminated should it create or cause any violation of Local, State, or Federal laws, or ordinances.

Litter resulting from the use of this facility is to be picked up and deposited in refuse containers before leaving the area, or facility. Facility must be left in the same condition, as when rented; if not, the damage/clean-up costs will be charged back to applicant.