

**CITY OF SUNRISE BEACH VILLAGE
ORDINANCE NUMBER 277**

AN ORDINANCE ESTABLISHING PROCEDURES FOR RENTAL OF THE CIVIC CENTER, SETTING FEES FOR RENTAL ACCORDING TO CATEGORIES HEREIN ESTABLISHED AND PROVIDING FOR COLLECTION OF SUCH FEES. THIS ORDINANCE REPLACES ORDINANCE 199.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUNRISE BEACH VILLAGE, LLANO COUNTY, TEXAS:

WHEREAS, The city of Sunrise Beach is fortunate to have a Civic Center for use by citizens of Sunrise Beach, and

WHEREAS, It is incumbent upon the City Council to regulate the use of the Civic Center to make it available to individuals and groups in our City.

WHEREAS, It is appropriate for the City Council to set fees for use of the Civic Center to help cover the cost of maintenance of the Civic Center facilities, and to establish penalty fees for any who fail to properly clean the facility after use and/or cause damage to occur to the Civic Center and surrounding property owned by the City:

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUNRISE BEACH VILLAGE, LLANO COUNTY, TEXAS: THAT THE CATEGORIES OF USE, FEES, AND PROCEDURES FOR RENTING THE CIVIC CENTER OF THE CITY OF SUNRISE BEACH VILLAGE HEREIN ATTACHED AS APPENDIX A SHALL BE ENFORCED EFFECTIVE WITH THE ADOPTION OF THIS ORDINANCE.

APPROVED:

ATTEST:

/s/ Patricia Frain
Patricia E. Frain, Mayor

/s/ Dee Pemberton
Dee Pemberton City Secretary

ORDINANCE # 277, APENDIX A

City of Sunrise Beach Village
124 Sunrise drive
Sunrise Beach, TX 78643

Category # 1 Sunrise Beach Community Groups

Special use fees are reserved for Sunrise Beach community groups that are open to everyone in Sunrise Beach who wishes to participate, such as Sandy Mountain Fellowship, Chair Yoga, Bunco, Skipbo, and the Beachers. The group is responsible for set-up and clean-up which must occur within the number of hours paid for, but not to exceed three hours. User group will leave facility as found, replacing chairs and tables, dust mop or sweep floor, and wipe up spills. All trash must be bagged and deposited in outside trash receptacle. Failure to follow the prescribed guidelines may result in disallowing the special use fees for the specific group or activity. No security deposit is required. However, if damage occurs, the City will bill the group's responsible party. Fee charged will be \$5 per hour, with a minimum of \$10 and a maximum of \$15. Community Groups are expected to comprise a minimum of 75% Sunrise Beach residents.

Category # 2 Sunrise beach Property Owners for Personal Use Event, Partial Rate

This category is for Sunrise Beach property owners wishing to use the Civic Center for a personal use event, e.g. birthday party, anniversary party, fundraiser, or one time events. This rate does not apply for those wishing to rent the facility on behalf of clubs, organizations or other groups. Partial rates apply if the time period does not exceed four hours including time used for setup and cleanup.

Category # 3 Sunrise beach Property Owners for Personal Use Event, Full Rate

Same as Category # 2 except rental time exceeds 4 hours. Rental time shall not exceed a twelve- hour period, including time for setup, decorating, and clean up.

Category # 4 All Other Events

This Category will be used for private parties for non-Sunrise Beach residents, and one-time events, fundraisers, special interest groups, and civic or community organization not covered by any other Category. Rental time shall not exceed a twelve-hour period, including time for setup, decorating, and clean up.

Fee schedule

| | <u>Category # 1</u> | <u>Category # 2</u> | <u>Category #3</u> | <u>Category # 4</u> |
|----------------------|---------------------|---------------------|--------------------|---------------------|
| | | <u>Partial</u> | <u>full</u> | |
| Civic Center | | | | |
| Fee | see above | \$25.00 | \$35.00 | \$200.00 |
| <u>Kitchen stove</u> | | | | |
| <u>& water</u> | | | | |
| Heater | none | \$15.00 | \$15.00 | \$40.00 |
| <u>Set-up Fee</u> | | | | |
| (optional) | not available | \$65.00 | \$65.00 | \$65.00 |
| <u>Clean-up Fee*</u> | | | | |
| (optional) | not available | \$100.00 | \$100.00 | \$100.00 |
| <u>Security</u> | | | | |
| Deposit | none | \$500.00 | \$500.00 | \$500.00 |

*An additional fee will be charged if excessive clean up is required

SPECIAL CONSIDERATIONS

Certain organizations are permitted use of the Civic Center and are listed below without fee except as noted: with the exception of the City of Sunrise Beach, the organizations listed will be required to sign a rental agreement annually.

Citizens for Community Action Association (CCAA) sponsored events. A non inclusive list would include the following: Pot Lucks, Citizens Patrol, Boat Patrol, Distress Committee, Litter Pickup, Health Fairs, 55 Alive Program, Easter Egg Hunt, Ice Cream Socials, and New Year's Dance.

City of Sunrise Beach
Sunrise Beach Volunteer Fire Department
Sunrise Beach Volunteer Fire Department Auxiliary (\$100.00/a year)

OTHER CONSIDERATIONS AND FEES

If renter wishes to set up and/ or decorate the day before the event and if the Center is available, the additional charge shall be \$10 for each full or partial hour actually used.

If renter wishes to clean the Civic Center the day after the event and if Center is available the additional charge shall be \$10 for each full or partial hour required.

City of Sunrise Beach Village
124 Sunrise Drive
Sunrise Beach, TX 78643

CIVIC CENTER RENTAL AGREEMENT
A Smoke Free Facility by City Ordinance

Terms of Agreement

Reservations to rent the Civic Center will be made on a first come-first served basis for functions that are deemed to be acceptable use by officials of City of Sunrise Beach Village, hereafter called City. Any activity prohibited by law, ordinance, or other legal mandate will apply. Reservations are not confirmed until full rental amount is paid. Security deposit is due before the event but no later than when the key is picked up. If amounts cancellation occurs within 10 or fewer days of the scheduled event, one-half of the rental amounts shall be forfeited. User understands that any refundable rental and security deposits will be returned via U.S. mail within five business days.

The City agrees that the Civic Center, hereinafter called Center, will be clean and agreed upon furnished equipment will be in working order, unless otherwise designated at the start of the planned event. If renter's fee does not include the setup of tables and chairs, then renter may arrange tables and chairs as desired, taking care not to mar the floor by dragging the chairs and tables. At no time is the Piano to be moved from its current location. Renter agrees to leave the Center clean with all used equipment and furnishings in working order at the end of the event. Cleaning shall include clearing and wiping tables and counters, removing food and related debris, removing decorations, and depositing bagged trash in the outside receptacles. Also, the floor shall be swept/cleared with the push broom and spills mopped or wiped up.

If renter has elected to pay the applicable cleaning charge, renter is responsible for clearing tables of food and related debris and bag such trash and deposit in outside receptacles.

Reasonable times for same day setup and clean-up following the event are included in the rental fee. Times for prior day set-up and clean-up are at the discretion of the City and may be constrained by other scheduled events.

The City agrees to provide the renter access to the facility on the day of rental and to furnish receptacles for trash. After the event, renter agrees to leave all furnished tabled and chairs, and other equipment in the same standard setup as prescribed by the City. Also, the renter agrees to turn off lights, ceiling fans, heater/air conditioners, and any other equipment used. If arrangements were made for use of water heater and stove these must be turned off at the circuit box.

Available cleaning supplies are limited to brooms, mops, and vacuum cleaners, as well as a limited supply of trash bags. Other cleaning supplies must be furnished by the renter, e.g. paper towels, dishtowels, detergents.

Renter agrees to bag all trash and place in the outside trash receptacles; turn off all designated equipment and secure the building at the end of the event. The key to the facility must be returned no later than the next business day. Failure to return key by prescribed time results in automatic forfeiture of security deposit.

Renter agrees to police grounds and pick up litter left by event participants.

The Center is not normally decorated in any particular theme. However, if renter removed any decorations, they must be returned to their original positions at the end of the event. Renter may choose to decorate the Center at their expense. In so doing, the renter will be responsible for removal of the decorations and for any damage to the Center's walls, ceilings or floors.

The Center is a smoke free facility, with appropriate notices posted in the building. The renter is responsible for enforcing this policy. Noncompliance results in automatic forfeiture of security deposit.

The City does not permit the sale of alcoholic beverages on the premises. If alcoholic beverages will be served at an event, The City reserves the right to require additional security at the renter's expense. Any such requirement will be attached to this agreement and will require signatures of both parties. The City also reserves the right to notify the City police department of the event.

The City reserves the right to require multiple mature sponsors at events catering to teenagers/young adults and to notify the City police department of the event.

If the event includes music, the noise level should be checked outside the building. Music noise level should be kept at a reasonable level, meaning reasonable to persons that are not inside the building.

Any cleaning or repairs (except for normal wear) required as a direct result of renter's use under this agreement will be performed at the City's direction, with the cost or estimated cost being deducted from the security deposit. Any costs in excess of the security deposit will be billed to the renter.

Except for City sponsored events, the City is not responsible or liable for events being held at the Center by renters, nor is the City responsible or liable for incidents arising from such events.

Signature of Renter _____ Date _____