

**RESOLUTION #11/12-1
CITY OF DAYTON, OREGON**

Title: *A Resolution Establishing Fees and Adopting the Use Permit Application and Rules and Regulations for Use of the Dayton Community Center*

WHEREAS, the City of Dayton wishes to establish rules and regulations for use of the Dayton Community Center; and

WHEREAS, the City of Dayton is entitled to receive fees for use of the facility to help defray costs associated with operations and maintenance as determined by the governing body; and

WHEREAS, the City of Dayton held a public hearing on Tuesday, July 5, 2011 to receive citizen input on the proposed rental fees for use of the Dayton Community Center;

The City of Dayton resolves as follows:

- 1) **THAT** the City Council hereby adopts the Community Center Use Permit Application and Rules and Regulations for Use of the Dayton Community Center as outlined in the attached Exhibit A; and
- 2) **THAT** the City Council hereby adopts the fees established for use in accordance with those outlined in the Community Center Use Permit Application attached as Exhibit A; and
- 3) **THAT** this resolution shall take effect immediately upon adoption.

ADOPTED this 5th day of July 2011

In Favor: Blackburn, Evers, Frank, Utt, White, Witt, Wytoski

Opposed: None

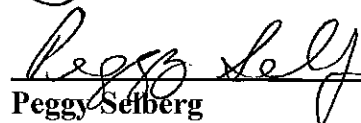
Absent: None

Abstained: None



Jolie White, Mayor

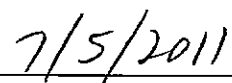
ATTEST:



Peggy Selberg
City Recorder



Date of Signing



Date of Enactment

Attachment: Exhibit A



COMMUNITY CENTER USE PERMIT APPLICATION

Exhibit A

City of Dayton
PO BOX 339 - 416 FERRY ST
DAYTON OR 97114
(503) 864-2221 FAX (503) 864-2956
www.ci.dayton.or.us

Rental of the Community Center Facility is limited to residents of the City of Dayton

Date(s) of Event: _____
 Type of Event: _____
 Time of Event: In _____ Out _____ (Include setup and clean-up in time)
 Mandatory Closing time (including set-up & clean-up) is 11:00 pm, music & the serving of alcohol must conclude by 10:00 pm
 Estimated Attendance: _____ Tax ID# _____ (non-profit only)
 Is your Event Recurring? One Time Weekly Monthly Other
 If your Event is Recurring, What is the End Date? _____
 Will you be serving alcohol at your event? Yes No **Please note: You will need an OLCC Licensed Server
 Will there be a Band? Yes No Disc Jockey? Yes No
SMOKING IS NOT PERMITTED IN THE COMMUNITY CENTER BUILDING OR PUBLIC PREMISES ADJACENT TO THE BUILDING.

Reservation Fee: \$50.00 Must be paid at time of reservation. Are you a Dayton Resident? Yes No
 Applicant/Person in Charge: _____
 Home Address: _____ City/State: _____
 Mailing Address (if different): _____ City/State: _____
 Phone # _____ Cell Phone #: _____
 2nd Contact Person/Person in Charge: _____
 Phone # _____ Cell Phone # _____

Rental Fees/Requirements - *Per hour rentals require a 2 hour minimum	Capacity	No. of Hrs Requested	Private Use	Approved Non-Profit	Out of District	Security Deposit	w/Alcohol Deposit
<input type="checkbox"/> Auditorium *(per/hour)	TBA	x	40.00	20.00	Not Available at this time	150.00	300.00
<input type="checkbox"/> 1st Floor Meeting Room *(per/hour)	TBA	x	40.00	20.00		150.00	300.00
<input type="checkbox"/> plus Kitchen (additional fee)	TBA	Flat Fee	25.00	25.00			
<input type="checkbox"/> Entire Facility	TBA	Flat Fee	600.00	300.00		300.00	600.00
<input type="checkbox"/> Kitchen Only (per/4 hour block)	TBA	x	40.00	40.00		150.00	300.00

Rental Fee:	Deposit:	Total:
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Key Deposit: \$50.00 City Employee Open/Close Facility Fee: _____
 *** Facility key can be picked up at _____ am/pm on _____. You will need to bring key deposit amount with you for key check out. The key must be returned to Dayton City Hall during regular business hours on the first weekday after the event or you will forfeit your key deposit.
 Key return Date: _____ Time: _____ am/pm. Completed by: _____

Will you need tables & Chairs? Yes No # of Tables: _____ #of Chairs: _____

FOR OFFICE USE				Key #	Pick Up Date		Return Date:	
Rental Fees	Amount	Date Paid	Applied	Deposits	Amount	Date Paid	Refund	Returned
Reservation Fee:				Key/Staff Deposit:				
Facility Rental Fees:				Security Deposit:				
Equipment Rental Fees:				Total Fees:			Refund Amount:	

Please read and initial the following statements regarding the use of the Community Center:

- A limited number of tables and chairs are available for use. If additional tables and/or chairs are needed, I understand that I will need to make my own arrangements.
- When decorating, I understand that I may not use anything which will remove paint from or leave holes in the walls, floors and ceilings. Tape (any type) is not permitted to be used in the facility. A tack strip is provided for your use.
- I understand that in order to receive my entire security deposit back, the facility must be left clean and ready for the City's cleaning staff to sanitize the restrooms and clean the floors. Any additional cleaning including, but not limited to stain removal, cleaning and/or replacing tables and chairs due to damage will be deducted from my deposit.
- I agree to abide by all City of Dayton Municipal Codes. For more information visit our website at www.ci.dayton.or.us
- I understand that if I am using amplified music, all doors and windows must remain *closed* and sound is to be turned down so as not to disturb people living in the surrounding neighborhood. All Music must stop by 10:00 pm.
- I understand that if alcohol is served at my function/event that the serving of alcohol will end at 10:00 pm.
- I understand that if alcohol is being served, it must be served by a licensed OLCC server. Proof of license will be required.
OLCC Licensed Server Name: _____ License Number: _____
- I understand that City Staff, Security Personnel or Public Safety Officials have the right to monitor the behavior of myself and my guests. Staff and Security has the right to ask any individual or group that creates a public disturbance to leave or the entire event will be closed down. If a rental is closed down for any reason, all deposits and fees will be forfeited.
- All fees and deposits are due at the time of application, except for the reservation fee which is due when the facility is reserved. The reservation fee will be deducted from the amount due, at the time of rental.
- I understand that in the case that my event is cancelled for any reason, the reservation fee will not be refunded.
- I understand that I must be 21 years or older to sign an application and that I must **show** State or Federal approved ID.
Type of ID _____ ID # _____ Expiration Date: _____
- I have read and agree to abide by all the Community Center rules & regulations for use attached hereto.
- I certify that I have homeowner's/renter's/business insurance coverage. Insurance Co _____

The City of Dayton and Individual or Organization named herein agrees as follows:

I hereby apply for a City of Dayton Community Center Use Permit. I have read, understand and agree to comply with all rules and regulations set forth herein or attached hereto. I further pledge that I am of legal age and will be personally responsible for the care of the facility during its use. Further, I will be responsible for the repair or damage to equipment or the facility should any occur and for the replacement of any inventory or equipment lost or damaged during the use for which I have accepted responsibility for our organization/group/individual to the satisfaction of the City. If these damages exceed my deposit, I understand that I will be charged and must pay all damages. I further understand that this permit is revocable at any time and that the permit is not transferable. I also understand that the rental rate, rules and regulations are subject to change without notice.

I hereby certify that I have *homeowner's/renter's/business insurance coverage* and agree to reimburse and hold the City of Dayton, its officers, agents, employees, and the Dayton City Council harmless from any and all liability, claims, causes, actions, suits, loss, damage, or expense of any kind or description which may be claimed against or incurred by the agents or invitees and shall indemnify the City of Dayton against and hold the City of Dayton harmless from same, including attorney fees, which may arise out of, or be connected with, or result from the use of the Community Center or equipment during the period of reservation. It is understood that the City assumes no responsibility whatsoever for any property placed in a City facility in connection the organization's use, and the City hereby is expressly released from any and all liability and for any loss, injury or damage to a persons or property which may be sustained by reason of group use.

I further agree that I shall abide by all federal, state, and municipal equal opportunity laws and regulations prohibiting discrimination.

Authorized Applicant Signature

Print Name

Date Signed

City Staff Signature

Print Name

Date Signed

RULES & REGULATIONS FOR USE OF THE DAYTON COMMUNITY CENTER

Effective Date:

1. PERMITS

- a. A Dayton Community Center Use Permit is required. Eligibility to obtain a Use Permit is limited to Dayton Residents.
- b. Reservations can be made for the Upstairs Auditorium or the Downstairs Meeting Room/Kitchen.
- c. Applicant must be 21 years of age or older.
- d. Applicant must submit full fees in accordance with the Fee Schedule to confirm a date. Checks will be made payable to the City of Dayton.
- e. Applicant is responsible to pick up facility key during City Hall business hours on the last weekday prior to the event and to return the key on the first weekday day after event. Returns must be made during normal business hours. No weekend or holiday returns are permitted. Any lost key will result in the Key Deposit being forfeited.
- f. The City of Dayton reserves the right to terminate any Community Center Use Permit at any time with or without cause.
- g. The City of Dayton reserves the right to pre-empt any scheduled use for official City business.
- h. The Community Center use permit is not transferable.
- I. The City of Dayton reserves the right to make further stipulations for use prior to issuing a Use Permit.

2. AVAILABILITY

The Dayton Community Center is available for rental seven (7) days a week. The hours for use are 9:00 am to 11:00 pm.

3. RULES & REGULATIONS FOR USE

- a. All City and County ordinances and Oregon State Laws govern the Dayton Community Center use, building, rooms and occupants.
- b. City Staff, Security or City, County or State law enforcement officers shall have the right to attend any function for the purpose of inspections, complaint investigation, etc., and have the right to terminate use of these facilities during any function should the participant's conduct violate any local or state laws, regulations or codes (including noise). In such instance, all fees and deposits will be forfeited.
- c. All persons must leave the premises and cleanup must be completed no later than the end of the rental agreement period or 11:00 pm which ever comes first. If the building is not vacated by the agreed upon time, additional rental fees may be charged and future usage of the facility may be denied. Time exceptions will be reviewed on an individual request basis.
- d. Equipment, supplies or other products belonging to private groups **may not be stored** in the facility or on the grounds prior to, or after, the applicant's function/event.
- e. Consumption or use of alcoholic beverages or drugs is prohibited outside the Community Center or on any public premises adjacent to it.
- f. Smoking is prohibited in the Community Center Building and on public premises adjacent to the building including but not limited to the area surrounding the facility and the parking lot in accordance with Oregon Revised Statutes (ORS 433.850).
- g. The use of lighted candles is prohibited at all times.
- h. Exits shall not be obstructed in any manner and shall remain free of any material or matter where its presence would obstruct or render the exit hazardous. This means do not block doors with chairs, tables, decorations, etc., so they cannot be used as an exit in the event of a fire.

- l. The building should at **NOT AT ANY TIME** be left unlocked and unattended.
- j. **Under no circumstances** may tables or chairs be removed from the interior of the building.
- k. Music must be kept at levels which do not disturb the reasonable peace and quiet of any citizen. Doors and windows must remain closed at all times if a band or disc jockey will be playing music.
- l. All decorations must be removed during cleanup and **MAY NOT BE ATTACHED** to the walls, doors, doorframes, ceiling, tables, floors or any other part of the facility with the following exceptions: Decorations may be attached to designated tack strip only.
- m. Climbing on chairs or any other piece of furniture is prohibited
- n. The use of a Christmas trees for decoration is allowed, only artificial trees may be lighted.
- o. Scattering of bird seed, rice, confetti, glitter, small paper articles, or any similar objects used for decoration or any other purpose are prohibited in the Community Center and in the parking areas.
- p. Applicant may bring small appliances such as coffee makers, crock pots, microwaves and coolers. The City accepts no responsibility for the safety of foods prepared or stored on site.
- q. Use will be denied or revoked immediately, for any organization, if there is any indication of rental under false pretext, or that the facilities will be used for, or to promote, illegal activities.
- r. Use will be denied or revoked, for any activity prohibiting admission on the basis of race, religion, ethnic group, sex, or national origin.
- s. Use will be denied or revoked, for any additional activity, by the same sponsor, if the charges for a previous activity have not been paid.
- t. Applicant may appeal any City administration decision to deny a request for use of the Community Center to the City Council.
- u. The sale of tools, equipment, or other items that could damage tables or floors in the building is prohibited (examples: heavy items, used or new items that contain grease or oil, caustic chemicals).
- v. The sale of weapons, including but not limited to, knives, hand guns, rifles, shotguns, pellet guns and bb guns, is prohibited.

4. LIABILITY

- a. The applicant agrees to assume all liability for losses, expenses, damages, demands or claims in connection with or arising out of, any injury or damage sustained or alleged to have been sustained, by any person, corporation, firm or company, or any damage or alleged damage to property in connection with the occupancy, maintenance, or use of all or any part of said premises by the applicant, agent, officers or employees of a business or organization or any individual leasing this facility. Applicant shall indemnify and hold harmless the City of Dayton, including the City Council, officers, agents, employees and volunteers from any and all such losses, expenses, damages, demands, and claims; shall defend any suits or actions brought against any of them based on any such alleged injury or damage; and shall pay all damages, costs, and demands, including attorney fees, in connection therewith, or resulting therefrom.
- b. Applicant shall be responsible for any work (damage, cleanup, repair or otherwise) that must be completed to restore the premises to a rentable condition. Repairs and cleaning shall be charged at the prevailing city wage rate. These fees shall be deducted from the deposit and if any additional charges above the deposit are incurred, the applicant will be billed and will have fourteen (14) days to make the payment or legal action may be brought to secure the balance due.