



City Council

Staff Report

TO: Honorable Mayor and City Council
FROM: John Jansons, City Manager *[Signature]*
DATE: July 25, 2016
SUBJECT: Request for Fee Wavier for City Community Center

RECOMMENDED ACTION:

That the City Council consider a request by Team KO Training Center on behalf of KO Kids Wrestling Club, to use the City's Community Center free of charge to host a youth karate tournament on July 29, 2016.

BACKGROUND:

Reservation, management and revenue from use of the City's Community Center was assigned to the Boys and Girls Club of the Sequoias (B&G Club) by the Council for non-city sponsored events or activities. City produced or sponsored activities take priority in scheduling and do not allow B & G Club to charge the City or its partner organizations to use the facility.

DISCUSSION:

Team KO Training Center, sponsor of the KO Kids Wrestling Club (KO) submitted a request on July 8, 2016 to use the City Community Center free of charge to host a youth karate tournament on July 30, 2016. This request was submitted after the deadline for the Fiscal Year 2016-2017 Sponsorship Program request and the 2016-2017 Funding awards previously established and subsequently approved by the City Council.

At the July 11, 2016 City Council meeting, KO Kids presented this request and the City Council directed Staff to place this request on the July 25th Agenda for consideration by the City Council.

Options:

- 1) The City Council may agree to "sponsor" the tournament proposed thereby eliminating any fee paid to B & G Club, or
- 2) Pay the B & G Club an equivalent fee to provide the Community Center to KO Kids at no charge to them, or

- 3) Deny the request and KO Kids can reserve and pay B & G Club the customary fee from the proceeds they derive in charging registration fees to participants and participating clubs / leagues involved in their tournament.

Should the City Council decide to either partner or sponsor this event, the City Council choose to condition such assistance by requiring Team KO Training Center /KO Kids Wrestling be responsible and held accountable to the Boys and Girls Club directly for any cleaning or security deposits required.

FISCAL IMPACT:

Sponsorship would deny the B & G Club approximately \$405.00 that they would have received for subletting the facility to an outside organization,

Payment of the fee of \$405.00 by the City would debit, in that amount, the Recreation Fund for Fiscal Year 2016-2017 thereby limiting future sponsorship opportunities by the City.

Either Team KO or the City would have to provide \$150.00 to the B & G Club for the security / cleaning deposit, refundable if the facility is returned clean and free from any damage caused by the users.

CONCLUSION:

That the City Council consider the request by Team KO Training Center on behalf of KO Kids Wrestling Club, to use the City's Community Center free of charge to host a youth karate tournament on July 29, 2016.

ATTACHMENT(S): 1

- 1) Request for Fee Waiver Submitted by Team KO Training Center

Prepared and Submitted By:



John Jansons
City Manager

*Received
July 8, 2016*

TO Whom it may Concern:

City of Farmersville

WE Team KO P are asking the city to waive the fees for the use of the Boys and Girls Club on July 30 ,2016 for the First Annual Karate Tournament. We promote excellence in wrestling and positively influence the lives of kids in Farmersville and Tulare County communities, by developing a commitment to wrestling through a fun and affordable team oriented experience at practices and competitions, emphasizing sportsmanship ,team work, skill building, physical conditioning ,goal setting a competitive spirit, hard work and a winning attitude. Our goal is to help guide our athletes to become the best and prepare them to face all of life's challenges. With the monies we get the thur the Tournament we will be getting new equipment , for the training center....

Thank you in advance

Team KO Training Center



BOYS & GIRLS CLUBS
OF THE SEQUOIAS

JUL 8 '16 PM 2:36

FARMERSVILLE COMMUNITY CENTER FACILITY RESERVATION APPLICATION

623 N. Avery - Farmersville, CA 93223
Phone: (559) 592-4074 Fax (559) 592-5759

Organization Name (if applicable): Team KO Training Center - KO Kids Non-Profit Identification#: 81-1534213

Primary Contact: Danny Valdivinos Day Phone: 403-3429 Evening Phone: _____

Cell Phone: _____ Fax: _____ Email: _____

Mailing Address: 448 Farmersville Blvd City/ST: Farmersville Zip Code: 93223

Alternate Contact Name (if applicable): Juan Jimenez Day Phone: 559-723-9663

Cell Phone: _____ Fax: _____ Email: _____

REQUESTED USAGE:

Day(s): Sunday Monday Tuesday Wednesday Thursday Friday Saturday

Date: July 30~~th~~, 2016

Type of Event: Karate Tournament

Event Decoration/Set-Up Time: 7am Event Start Time: 10am

Event Clean Up Time: _____ Event End Time: 4pm Anticipated Total Attendance: 150-200

Which room do you want to rent? Recreation/Multi-purpose Gym

*Will you need access to Kitchen? Yes No
Serving food/beverage? Yes No
Selling food/beverage? Yes No

Food will be provided by: Renter Caterer
Caterer Name: _____

Will alcohol be served? /wine only Yes No
Will alcohol be sold? Yes No
Is there an admission charge? Yes No
Is this event open to the public? Yes No
Will event need access to podium? Yes No

Will there be music? Yes No
Music Source: Live Band DJ Recorded
Will you need access to Stage? Yes No

Groups requiring time to decorate, or make other preparations, must note time on permit application. A reduced fee charge per hour is allowed. No public may enter the building at this time. Up to 2 hours is allowed at a discounted rate and must occur just before your opening time. No night before decorating is allowed. **The use of cellophane adhesives, nails, screws or staples, glitter, confetti, rice, birdseed, loose flower petals, hay or any other loose materials are not permitted in the building.** Only blue painters tape is acceptable. All decorative material must be flame resistant. All equipment and decorations must be removed at the end of the reservation. Facilities must be left in good, clean condition when the activity is complete. Storage is not available either before or after the event. This includes food, beverages, floral arrangements, equipment, etc. Delivery/pick up of supplies or equipment is required during the reserved rental times. Boys & Girls Club staff is not responsible for any items left in the facility after your scheduled event has concluded.

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Clean Up:

The renter is responsible for assuring the clean-up for all areas used. This includes kitchen, areas in need of mopping due to spilled beverages and assistance with take down of tables and chairs. Building attendants will remove garbage, clean restrooms and assume other basic custodial cleaning. By the end of the reserved time a renter is responsible for taking down all decorations, removing trash to the proper area. **Additional hours of required cleaning post rental due to messy rentals, will lead to deduction in facility damage/cleaning deposit return.**

D.V

Renter Conduct:

The renter is solely responsible for any and all accidents or injuries to persons or property resulting from use of the facilities. The renter shall be responsible for the control and supervision of all people in attendance. The renter shall take care to see that no damage is done to the facility and that all of the attendees conduct themselves in an orderly manner in and around the facility, including the parking lot. If damages or behavior of the group are deemed inappropriate or unsafe for any reason, the function may be stopped in progress and denied further use of the facility. In addition, if it becomes necessary during the course of the function to summon the police for any reason, all or part of the **damage/cleaning deposit** may be forfeited.

Noise Levels:

The use of sound amplification equipment is allowed. In order not to disturb our neighbors, the sound level may not exceed the City of Farmersville allowable noise level.

Security Guard Services:

Professional security guard services are required for all public and private gatherings including dances or music and any event that includes alcohol. The user expressly agrees as condition of use agreement, which is intended for the protection and safety of the public property, to employ security officers as determined on Rental Fee page of this agreement. Security officers shall be furnished by a licensed private security service. The user agrees to pay the private security service directly. A copy of the contract must be provided to the Boys & Girls Club at least one week prior to the event. It is understood in this connection that the security service shall be the agent of the user and not that of Boys & Girls Clubs. If security officers do not arrive at the event, the dance/music or alcohol will not be allowed.

Damages:

Any damage incurred to the walls, windows, tables, chairs, or any or the property will be deducted from the **damage/cleaning deposit** and is the responsibility of the renter. This includes litter of parking lot, patio area, and lobby or any excessive cleaning done by our staff. Renters will be billed for damages, cleaning expenses, and staff overtime in excess of the deposit or for total damages.

REFUND POLICY:

Refunds on damage/cleaning deposit and dance/music deposits are based on compliance with the rental contact, as well as the security and clean-up requirements. To receive a full refund on the

Falsification of estimates could result in the limitation of guests allowed in the building. All alcohol must remain inside the facility.

- An adult must distribute all alcohol from behind a table or a bar to individuals over the age of 21 and is responsible for insuring that no minors are served. Those adults serving alcohol must check ID's of individuals looking of questionable age.
- Wine and champagne must only be served by a designated server or servers; and consumed out of paper cups, plastic ware or distinguishable containers only. All beverage cans, bottles, and similar containers are prohibited in the Center at all times.

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Alcohol Beverages Sold

A valid liquor permit from the State of California Alcoholic Beverage Control Board (ABC) must be provided to the Boys & Girls Club and Farmersville Police Department two (2) weeks prior to rental date. The liquor permit must be displayed in the building area where alcohol beverages are to be sold. You must obtain a letter of permission from the Farmersville Police Department to present to ABC prior to applying for liquor permit. There is a two (2) week waiting period for the letter of permission.

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No smoking is allowed inside the building or on the community center property or within 20 feet of entrances/exits to the building.

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Public Dances/Concerts. Invitational dances may be held by any local community or service organization. All proceeds must go to local community projects and/or local charity. Attendance must be by written invitation only or by invitational bids and the invitation or bid presented at the door. Admission will not be collected at the door. All public dances or concerts must have written permission from the Farmersville police department.

Private dances which are not open to the general public, such as wedding receptions, anniversaries, company functions, etc., not sponsored by local community or service organizations, may be held in the facility providing the following:

- No admission fee or collection is assessed.
- Admission is by written invitation only and the invitation is presented at the door.
- Security is provided as required.
- Caterer or Vendors must apply for a City of Farmersville Business License.

D.V

Chaperones:

Programs involving youth under age 18 must be supervised by an adult at all times with a minimum of one (1) chaperone per 20 youth.

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Facility Staff:

A building attendant will unlock/ lock the building, answer any questions, and assist in the protection of property. Additionally they are present to assist in set up and close of the rental. Please report any facilities problems to the building attendant immediately. Building attendant will have complete authority over the facility.

Set Up:

The facility set-up plan will be required with other permits at least 2 weeks prior to the rental. Note: changes can be made during decoration time; however the facility will be set up as specified by the renter on the set-up plan. Renters will not be allowed into the facility to decorate until the beginning of paid reservation. Pool tables in multi-purpose room may not be moved.

Decoration/ Storage:

D.V

damage/cleaning deposit, the building must be cleaned, and cleared of all guests, rental party, etc. at the agreed upon time. Caterers, musicians, etc. may continue cleaning up during the last hour of the rental time. The renter is responsible for caterers, musicians, photographers, and guests tardiness and may have all or part of their security deposit withheld if they go over the agreed upon rental time. The renter will be billed for any damages or extra staff time not covered by deposit.

Deposit will be refunded at discretion of BGCS and in full if facility is left clean and undamaged and rules and policies are followed. Allow up to four (4) weeks for processing and return of deposits.

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CANCELLATIONS:

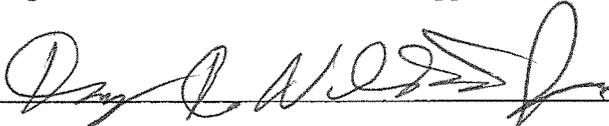
All cancellations at least 2 weeks prior to the event will be charged the \$25 reservation fee. Cancellations between one and two weeks will be charged \$75 and less than one week will be charged the full damage/cleaning deposit (\$150).

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BGCS has the right to cancel the event if deposit(s) have not been paid by date due or other required paperwork has not been submitted by date due.

I hereby certify that I have read and agree to abide by the policies and regulations set forth by this agreement, and I understand that failure to comply may result in the cancellation of use of the facility. I agree as representative of the group or organization to hold the Boys & Girls Clubs of the Sequoias (Club) and City of Farmersville (City) harmless, indemnify and defend the Club and City and all its officers, employees, volunteers and independent agents from any claim, damage, demand, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person or injury to any property, resulting from misconduct, negligent acts, or of any of its officers, employees or agents in the performance of this agreement, except such damage as is caused by the sole negligence of the Club or City or any of its officers, employees, volunteers or agents.

The Boys & Girls Club has the authority to approve applications. Facility rentals are not confirmed until the application has been approved in writing by authorized staff of the Boys & Girls Club. Permits are immediately revocable if false statements were made when reserving a facility or if an individual or group willfully violated any city ordinance, facility policies or regulations. Fees will be retained in the event that the activity is terminated due to violation of any city ordinance, rule or regulation, or the falsification of the application.

User signature:  Date: 7/8/2014

Approved for use on date(s) and times indicated on agreement

B&GC signature: _____ Date: _____

FACILITY RESERVATIONS: (Please initial that you understand reservation rules)

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Facility Application: Applicants must be 21 years of age or older. Applications are accepted on first come, first served basis, with preference given to ongoing and City sponsored programs. Reservation for public special events may be submitted up to one year in advance. Private rental may be submitted up to 6 months in advance. The completed facility application must be submitted to Boys & Girls Club staff to process.

D.V

Application Confirmation: No reservation is confirmed until the completed reservation form has been approved and all payments/permits are on file with the Boys & Girls Club. This must be done no less than 2 weeks prior to the scheduled event.

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Liability Insurance: A Certificate of Liability Insurance is required for facility reservations. Renters are to provide proof of liability insurance with minimum coverage of \$1,000,000, naming the City of Farmersville, its officers, officials, employees, agents, representatives, and volunteers and Boys & Girls Clubs of the Sequoias as additional insured. If alcohol is served at the event, the policy must specifically state that it covers an event with alcohol. Contact your local insurance agent to obtain insurance. **Failure to provide appropriate documentation will result in cancellation.**

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Payment Deadline:

All required fees and deposits must be paid in full no later than two (2) weeks prior to the event date.

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Room Capacities:

The capacity of the gymnasium is 500 with banquet seating and 550 with concert-style chair seating. The capacity of the recreation/multi-purpose room is estimated (175) Note: Pool table may not be moved. Capacities of rooms may not be exceeded at any time.

D.V

Alcohol/Smoking:

Alcohol may not be served where the majority (50% plus one) of the guests in attendance will be under the age of 21. Alcohol is not allowed at youth-focused events (Quincenearas, birthday parties, proms, dances, etc). When filling out the application, you must state whether alcohol will or will not be served or sold during the rental.

- ONLY wine and champagne can be served during rentals (no hard liquors).
- Alcohol may not be served or sold prior to the scheduled start of the event. Security must be present before alcohol can be served.
- Under-age drinking at any event is strictly prohibited. If this occurs, the party will be stopped immediately. The renter is responsible for making sure that under-age drinking does not take place.
- The service of alcohol at any event is limited to a maximum of five hours. All serving of alcohol beverages must cease no later than 11:00 pm and/or must end one hour before the time stated on the contract for the event to end. All alcohol must be removed from the facility no later than 12:00 am midnight.
- If alcohol is served, the renter is required to hire one or more security officers from a security firm designated by the City of Farmersville (see rental fee form for numbers required).

**City of Farmersville
Approved Security Companies**

AAA Security
321 Noble Ave.
Farmersville, CA 93223
(559) 594-5600

Western Executive Protection
4500 S. Laspina
Tulare, CA 93274
(559) 687-8889

California Condor Security
1844 S. Mooney Blvd., Suite M
Visalia, CA 93277
(559) 733-4300

Harrison Security
PO Box 6547
Visalia, CA 93290
(559) 635-1171

Farmersville Community Center/Exeter Club/ Teen Center Facility Rental Fees

| Room | Date | Time | Fees | Total |
|------------------------------------|--|------------------------------|--|---|
| | | From To | (*add \$50 per hour for parties over 100 people) | |
| Decorate/Set-up | | | \$25/hour | 75 ⁰⁰ |
| Recreation Room/Teen Center | | | \$45/hour (2 hour min.) | |
| Gymnasium | | | \$55/hour* (2 hour min.) | 10 Am to 4 pm 6 hrs x \$55 = \$330 ⁰⁰ |
| Rec. Room & Gymnasium | | | \$75/hour* | |
| Kitchen | | | \$55 hr. | |
| Patio Area | | | No extra charge | N/C |
| Cleaning/ Damage Deposit | | | \$150 deposit | 150 ⁰⁰ |
| Dance/Stage Music deposit | | | \$250 deposit If applicable | \$405 ⁰⁰ +\$150 = \$555 ⁰⁰ |
| Total due two weeks prior to event | Date payment due: _____ Security deposits will be returned no later than four (4) weeks following the event, provided there is no damage to the building or additional use or cleaning charges. | | | Fees: Deposits: Hold deposit -\$25 Total: |
| Security Guards | Professional security officers will be required as follows: Up to 100 persons 2 security officers More than 100 persons 3 security officers Number of security guards required _____ Date security officer contract due: _____ | | | |
| Other licenses/ permits | Other licenses/permits/Insurance required _____ (eg. ABC permit for selling alcohol) by _____ <div style="text-align: center;">date</div> | | | |