



10(1)

Memo

To: Mayor & City Council
From: Trena McManus, Assistant to the City Administrator
Date: July 8, 2010
Re: Resolution 2010-08- Amend Council Rules

Agenda Item 10(1)

This Resolution is being presented per the Council's direction at the last meeting.

Actions Needed:

1. **Motion** to adopt Resolution 2010-08, as presented.

BEFORE THE CITY COUNCIL
FOR THE CITY OF LAFAYETTE, OREGON

A Resolution Amending City Council Rules)
) RESOLUTION 2010-08
)

THE CITY COUNCIL (the "Council") OF THE CITY OF LAFAYETTE, OREGON (the "City") sat for the transaction of City business on Thursday, July 8, 2010 at 6:30 p.m. in the Council Chambers at City Hall.

WHEREAS, the City has established City Council Rules; and

WHEREAS, the Council previously approved changes to the Council Rules on March 12, 2009 and April 9, 2009; and

WHEREAS, the Council desires to address the issue of who is authorized to contact the City Attorney to request legal advice or research outside a Council meeting.

NOW, THEREFORE, BE IT RESOLVED by the Council for the City of Lafayette as follows:

1. Section 4.1.3 of the City Council Rules shall be amended to read as follows: (words ~~stricken through~~ are deleted)
 "4.1.3 Councilors shall direct to the City Administrator all requests for information from staff; or, ~~if information is needed form the City Attorney, direct requests to the City Administrator or the Mayor for communication~~ to the City Attorney and allow sufficient time for response."

2. Section 15.1 of the City Council Rules shall be amended to read as follows: (underlined words are added, words ~~stricken through~~ are deleted)
 "15.1 Requests from a member of Council to the City Attorney for advice or legal research outside a Council meeting shall be initiated only by the ~~Mayor or the City Administrator~~ or designee in the case of absence or incapacity of the City Administrator. ~~Before requesting research or other action by the City Attorney, the Council is encouraged to consider consulting with the City Administrator to ascertain whether the request or action can be accomplished more cost-effectively by alternative means. In any case, the~~ The City Attorney shall provide any written response to the full Council and, unless otherwise directed by the Mayor, to the City Administrator. If the subject matter of the request for advice or legal research is the City Administrator, then the request may be initiated by any Council member. Written response shall be provided to the full Council."

3. This Resolution shall be and is effective from and after its passage by the Council.

INTRODUCED AND ADOPTED THIS 8th DAY OF JULY, 2010.

VOTE: Ayes: _____ Nays: _____ Abstentions: _____ Absent: _____

APPROVED:

ATTESTED:

Mayor Chris Heisler

Trena McManus, Pro Tem City Admin.



10(2)

Memo

To: Mayor & Council
From: Trena McManus, Asst. to the City Administrator
Date: July 8, 2010
Re: Resolution 2010-09- Amend Comm. Center Agreement

Agenda Item 10(2)

This Resolution is being presented based on the Council's direction at the last meeting. It clarifies the Community Center Use Agreement to state that the City Administrator has the authority to waive the rental fees in certain circumstances.

Actions Needed:

1. **Motion** to adopt Resolution 2010-09, as presented.

BEFORE THE CITY COUNCIL
FOR THE CITY OF LAFAYETTE, OREGON

A Resolution of the City Council)
of the City of Lafayette, Oregon)
Amending the Community Center) **RESOLUTION 2010-09**
Use Agreement and repealing Resolution 2005-15)

THE CITY COUNCIL (the "Council") OF THE CITY OF LAFAYETTE, OREGON (the "city") sat for the transaction of city business on Thursday, July 8 at 6:30 p.m. in the Council Chambers at city hall.

WHEREAS, the City operates a Community Center at 133 Adams Street; and

WHEREAS, there are certain circumstances when it would be appropriate to waive the rental fees associated with the Community Center; and

WHEREAS, the Council desires to clarify the circumstances for a waiver of the Community Center fees; and

WHEREAS, the City Administrator pro tem has made a recommendation to the Council as to allow certain non-profit groups to use the facility at a reduced fee or no fee.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL AS FOLLOWS:

Section 1: Resolution 2005-15 is hereby repealed.

Section 2: The first paragraph of the Community policies/reservation use agreement is hereby amended to read as follows:

- a. **At the time the application is filed, the applicant may submit a written request to the City Administrator to waive payment of all or part of the rental fee. The City Administrator may waive the rental fee for the premises if the group is a non-profit organization that is either located within the City or provides services within the City. Consideration for reduction or waiver of rental fees will not be given to any religious or political organizations, or organizations that have breached any prior rental agreement for the use of the Community Center. The reduction or waiver of the hourly fee for non-profits may be reviewed upon request of any of the signatories to the reduction or waiver for the purpose of rescinding or modification.**

Section 3: The Community Center policies/reservation use agreement and fees are hereby adopted and attached hereto as Exhibit 'A'.

This Resolution shall be and is effective from and after its passage by the Council.

INTRODUCED AND ADOPTED this 8th day of July, 2010.

APPROVED:

ATTEST:

Mayor Chris Heisler

Trena McManus, pro tem City Administrator

**City of Lafayette Community Center
RESERVATIONS/USE AGREEMENT**

133 Adams St., Lafayette, Oregon 97127 (503)864-2451
Mailing Address: PO Box 55, Lafayette, OR 97127
City Hall (503)864-2451 / Fax (503) 864-4501

Name _____ Meeting Date _____ Day of Week _____

Rental Hours: Begin Time (Includes Set-up) _____ End Time (Includes Clean-Up) _____

Event _____ Person in Charge _____

Phone (Home) _____ (Work/Cell) _____

Address _____ City _____ Zip _____

Number of People _____ (55 MAXIMUM) (Check one) Resident Non-Resident Profit Non-Profit

**DEPOSIT: Day Use: \$150
Evening Use (after 6 p.m.)- \$300**

**USER FEE: Residents:
\$15/Hour if rented before 6 p.m., \$30 Minimum
\$25/Hour if rented after 6 p.m., \$50 Minimum**

**Non-Residents:
\$25/Hour for day or evening use**

Fee: \$ _____ X _____ hours = \$ _____ Total Charge

At the time the application is filed, the applicant may submit a written request to the City Administrator to waive payment of all or part of the rental fee. The City Administrator may waive the rental fee for the premises if the group is a non-profit organization that is either located within the City or provides services within the City. Consideration for reduction or waiver of rental fees will not be given to any religious or political organizations, or organizations that have breached any prior rental agreement for the use of the Community Center. The reduction or waiver of the hourly fee for non-profits may be reviewed upon request of any of the signatories to the reduction or waiver for the purpose of rescinding or modification.

Right of Entry

Permittee shall, at all reasonable times, have the right to enter the property to install, maintain, operate, control and remove any and all equipment on the property necessary for the specific use agreed to by the City above. This right of entry does not include with it the right to occupy, reside or otherwise stay at the property longer than is reasonably necessary to accomplish the use.

Provided said activity does not interfere with the use of the Premises by Permittee, the City shall have the right to enter upon, inspect and use the Premises for city purposes. The City may also come upon the property, at all times it deems appropriate to inspect the operation of Permittee to assure itself that the use of the Premises by Permittee is consistent with the terms of this Permit and Right of Entry.

Revocation and Suspension

The City shall have the right, in its sole and exclusive discretion, to revoke or suspend this permit and right of entry at such times as the City deems necessary or appropriate, provided the City provides Permittee with a minimum of twenty-four (24) hours notice of their intent to do so. Notice need not be provided Permittee if the City, in the good faith exercise of the discretion of its administrator, or duly authorized representative of the City, believes the public interest would be better served by the revocation or suspension.

Indemnification

Permittee hereby agrees to the extent permitted by law to indemnify, hold harmless and defend the City for any and all damages, costs, penalties, and fees (including attorneys, expert and witness fees) alleged by a third party to arise from the fault of the City or others for activities on the Premises by Permittee or others, except to the extent said damages, costs, penalties and fees arise from the fault of the City, its agents, and employees.

TERMS & CONDITIONS FOR THE USE OF THE LAFAYETTE COMMUNITY CENTER

I UNDERSTAND THAT SMOKING IS NOT PERMITTED IN THE COMMUNITY CENTER, AND ALCOHOLIC BEVERAGES MAY NOT BE CONSUMED ON THE PREMISES. KITCHEN equipment, supplies, and linens are NOT available without prior approval. DECORATIONS may not be attached to Center structure without prior approval - no tape, tacks, or pins. NO OPEN FLAMES ALLOWED. I understand that the BEHAVIOR of all participants is my responsibility and I am responsible for payment of repairs or replacement of damaged Center properties, which result from my program. Furthermore, I agree to CLEAN FACILITIES immediately following program. I FURTHER UNDERSTAND and agree that I may forfeit my rental deposit if it is necessary for Center staff to clean or re-clean facilities following our facility use, or if during the course of my rental, I fail to enforce the Center policies stated above and those that may be represented to me by Center staff during my program.

Law enforcement and the City Administrator (or his/her designees), have the authority to terminate the rental agreement for the City if you are in violation of any of the following rules. If law enforcement is called and the agreement is terminated you will forfeit your deposit and the right to use the Community Center in the future.

If you find the Community Center damaged or dirty on your arrival you **must** notify the City **before** you commence using the building. If you do not do this it will be assumed that the damage occurred during the time you rented it. To report a dirty or damaged Community Center, **CALL 864-2451** weekdays.

If you lose, fail to return, make a copy of, or allow anyone else to use or make a copy of the key checked out to you by the City, the Permittee and the person who checked out the key (if different) will be personally liable to the City for all of its cost and expenses (including changing locks and making multiple copies of new keys) for re-securing the Community Center. **Safeguard the key and return it (to City Hall) immediately when you leave the center!**

The building must be left clean (to the satisfaction of the City-floors swept and mopped, counters cleaned, dishes done, chairs and tables put up, all windows and all doors locked).

Closing Checklist:

- a. Wash any dishes, sweep/mop, close & lock all doors and windows
- b. Turn off all lights except any security lights that were on when you arrived
- c. Report any needed repairs or cleanup to City Hall

All functions must end (including clean up) on or before the ending time specified in your rental agreement (others may have reserved the Center after you). In no event, is anyone to be in or using the Community Center after 10:00 p.m. except with the explicit written permission of the City Administrator.

You must comply at all times with Lafayette Municipal Code 5.485 (regarding unnecessary noise).

PERMITTEE:

CITY OF LAFAYETTE:

(Signature)

(Signature)

(Date)

(Date)

Note: This permit does not allow Permittee to have exclusive use of any of the outdoor area outside of the Community Center in Commons Park. Use of Commons Park requires a separate Park Permit which may be obtained at Lafayette City Hall.

DEPOSIT PD: _____ RCPT # _____ USAGE FEE PD: _____ RCPT # _____