

*Ord.*

**2013-0472**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PARKS & RECREATION)**

**ORDINANCE NO. 14-1-4**

An ordinance to amend the St Charles Parish Code of Ordinances Chapter 17, Parks and Recreation to add Article III. Edward A. Dufresne Community Center. Sections 17-21 to 17-24, to implement the rental rates, fees and policies governing the Edward A. Dufresne Community Center.

**WHEREAS,** the Edward A. Dufresne Community Center was built to serve the residents of the Parish; and,

**WHEREAS,** it is the desire of the St. Charles Parish Council to set rates and fees that shall be charged by the Parish for use of the facility; and,

**WHEREAS,** policies and procedures have been established for the safety and sustainable operation of the Center.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Code of Ordinances, Chapter 17, Parks and Recreation be amended by adding Article III. Edward A. Dufresne Community Center. Sections 17-21 to 17-24, to read as follows:

**ARTICLE III. EDWARD A. DUFRESNE COMMUNITY CENTER**

**Section 17-21. Purpose.**

The purpose of this article is to preserve rates for available inventory throughout the Edward A. Dufresne Community Center for private functions.

**Section 17-22. Definition.**

A. *Private Function* is defined as any gathering held in or about the premises for an activity or purpose. The rates shall apply for all renting of available inventory for usage as a person, organization, or business in the profit and non-profit capacities.

**Section 17-23. Rates.**

A. The rates for private functions shall apply for all renting of available inventory for usage as a person, organization, or business in the profit and non-profit capacities.

Meeting Room A (470 sq.).....	\$50
Meeting Room B (850 sq. ft.).....	\$85
Meeting Room C (735 sq. ft.) .....	\$75
Meeting Room A, B, C (2,055 sq. ft.).....	\$250
Meeting Room A & B (1,320 sq. ft.).....	\$130
Meeting Room B & C (1,585 sq. ft.).....	\$160
Lobby (2,400 sq. ft.) .....	\$200
Parking Lot (Full).....	\$250
Meeting Rooms/Lobby/Parking Lot (each additional hr.).....	\$100
Gymnasium/Hall.....	\$1650
Gymnasium/Hall (each additional hr.).....	\$500
Gymnasium/Hall All Day Rate (8 hours) .....	\$3,000
Rehearsal (Specified in Operations Manual) .....	\$115/2 hr. rental; \$50 ea. additional hr.
16x24 Stage; 12 Deck Set Up & Rental.....	\$100(4 deck min)\$10 ea. additional deck
Table Rental & Set Up.....	\$1.50 ea.
Chair Rental & Set Up.....	\$.75 ea.
Attendant.....	\$15 per person; per hr.
Damage/Clean up Deposit .....	\$300 refundable
Police Officer.....	\$35 per hr.
Pipe and Drape (8 ft. tall).....	\$1 per foot
Easel.....	\$15
Mobile Reversible Dry Erase Board.....	\$20
Flat Screen Television.....	\$20 ea.
Gymnasium/Hall Audio Technician.....	\$50
Laptop.....	\$30
Meeting Room Projector & Screen .....	\$50
Podium with Microphone .....	\$50
Body Pack Microphone .....	\$75 for first one; \$25/ea. additional
Hand Held Microphone.....	\$75 for first one; \$25/ea. additional
Copy Services .....	\$.30 per page
Design Services (invitations, tickets, programs, etc.).....	contact coordinator; prices vary

B. The Edward A. Dufresne Community Center reserves the right to alter and or change any of the rates up to ten (10) percent within any given calendar year (January-December).

## **Section 17-24. Special Provisions.**

### **A. Following is a list of general policies for each private function:**

- (1) The Base Rental Fee includes normal lighting, temperature control, electricity, gas, event coordination, a Manager on Duty, one (1) attendant and basic janitorial services. Additional clean up fees, if any, may be assessed.
- (2) A deposit of fifty (50) percent of the base rental fee will be due at the signing of the Authorized User Contractual Agreement in order to reserve a date. The full balance of fees and ancillary charges are due fifteen (15) business days prior to a function date.
- (3) Proof of insurance is required in the form of an original certificate evidencing comprehensive liability and property damage with coverage of at least one million dollars (\$1,000,000) for all areas of the facility, with a combined single limit on a per occurrence basis, issued by a company licensed to provide such coverage in the State of Louisiana, and naming St. Charles Parish as Certificate Holder and named as Additionally insured with a 30-day notice of cancellation.
- (4) The St. Charles Parish Sheriff's Office shall provide any required security for functions held at the Edward A. Dufresne Community Center. The Community Center's Coordinator, in consultation with the St. Charles Parish Sheriff's Office, shall determine the minimum security required for a function. Security staffing for such events will be determined at the time of booking. Full payment of anticipated security costs will be due no later than fifteen (15) business days prior to the function date.
- (5) A damage/clean up deposit will be due a minimum of fifteen (15) business days prior to a function date. Upon completion of a function, Community Center personnel, will compose a walk through. If the area that was rented meets the requirements of the Operations Manual and has been approved by personnel the renter shall receive a reimbursement of the damage/clean up deposit in its entirety. Shall the clean up exceed basic janitorial services, the renter will forfeit the damage/clean up deposit in its entirety to the Center. If damages are incurred, the renter will not only forfeit the damage/clean up deposit but will also be deemed responsible for any and all fees attached to the damages in question.
- (6) All payments to the facility must be made by cashiers check, certified funds, money orders and/or accepted credit cards.
- (7) Special Rates will apply for non-commercial/non-profit organizations, government agencies, or persons and shall receive a reduced rate of forty (40) percent for the Gymnasium/Hall only. The definition of non-commercial/non-profit for this purpose are organizations that are non-profit, tax exempt and community service oriented which operate in St. Charles Parish and fulfill a public purpose. Submittal and approval of proof of status is required (i.e. 501C-3).
- (8) No outside food and/or beverages will be permitted on the Edward A. Dufresne Community Center premises. All food and/or beverage needs of the renter must go through the approved in-house caterer. The catering to be provided will include food and non-alcoholic/alcoholic beverage services, including concessions, drop-off catering, and "hosted" and "cash" bars. The rates for all food and beverage services are in addition to those listed within and are due a minimum of fifteen (15) business days prior to a function date.
- (9) All private functions will be a four (4) hour rental. In addition, one hour will be allotted prior for setting up, as well as one hour immediately following the completion for cleanup.

### **B. Conditions of rentals:**

- (1) Office hours are Monday-Friday 8:30AM - 4:00PM. All bookings must be done within this time frame.
- (2) Function rentals can occur between the hours of 8:00AM - 12:00 midnight or any fraction thereof, shall be defined as a usage period. Time used after contracted limits without prior understanding and approval between the facility and the renter shall be charged additionally.
- (3) Bookings must take place a minimum of thirty (30) days prior to a function date.
- (4) The Edward A. Dufresne Community Center reserves the right to allocate available inventory in the best overall interest of the center. The following considerations serve as guidelines for the rental of available inventory:
  - Potential event revenue to the facility
  - Economic impact from out-of-town visitor spending
  - Volume accounts, including the opportunity for repeat bookings
  - Events of significant prominence which would enhance the visibility of the facility
  - Events and/or renters rental history
  - Safety and security concerns
- (5) In the event the function is cancelled by the renter, all rental deposits will be forfeited to the Edward A. Dufresne Community Center. All addendum costs for labor, services supplied, and equipment actually used must be paid for by the renter from the deposit or directly if the deposit has not been used at the time of cancellation. Failure to make full payment fifteen (15) business days prior to a function date will constitute immediate breach of the contractual agreement by

the Edward A. Dufresne Community Center. The contract will be annulled if one of the following perils occur: Acts of God (i.e. hurricanes, tropical storms, fires, explosions, earthquakes, droughts, and floods). The renter must submit written notice of cancellation to the Coordinator at the Edward A. Dufresne Community Center. If the renter cancels a function within thirty (30) business days, the renter shall be responsible for all loss of rental fees for ancillary services and/or fees scheduled to be received by the Edward A. Dufresne Community Center in connection with such function. Any and all payments will be forfeited to St. Charles Parish.

- (6) All use of the Edward A. Dufresne Community Center shall be permitted only after proper execution of the rental/lease contract (Authorized User Contractual Agreement). The renter is required to furnish in an acceptable manner, any information requested by Center as to required facilities, special arrangements, special services, and equipment required for the appropriate presentation of the function in question. The renter must complete the Authorized User Contractual Agreement and make all required payments prior to marketing/advertising a function. Detailed information as to normal rental procedures and other aspects of facility usage are encompassed in the "Rental Operations Manual" and are available upon request.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN,  
COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 6th day of January, 2014, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: 1/7/14 REFERENCE ORD. 14-5-1  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: 1/7/14  
AT: 3:00 pm RECD BY: [Signature]