



City of Flagler Beach **AGENDA ITEM # 19**

Item Summary and Recommendation

SUBJECT: Review and provide direction related to proposed Fee for use of the Municipal Pier for Events – City Clerk.

BACKGROUND: A draft, ordinance and resolution along with policy and procedure were presented to the Commission at the April 9, 2015 meeting. At that meeting the Commission provided recommendations and direction. The attached is the result of those recommendations. Additionally, I have included in the Ordinance a provision to waive the entry fee to the Pier for specific memorial services held at the “T” of the Pier that are supported by the City and attended by Elected Officials and Staff.

ATTACHMENTS: Ordinance 2015-XX Resolution 2015-XX, Policy and Procedure.

SUBMITTED BY: Penny Overstreet, City Clerk

STAFF COMMENTS:

CITY MANAGER: The Clerk and I believe the revised draft captures the direction provided during the April 9th discussions of the ordinance.

ORDINANCE 2015-XX

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AMENDING THE CODE OF ORDINANCES, CHAPTER 6, BEACHES AND RECREATION, ARTICLE II, MUNICIPAL PIER; SECTION 6-22 ADMISSION TARIFF; SECTION 6-27; AND CREATING SECTION 6-28 USE CHARGES, TO ESTABLISH A FEE FOR RENTAL OF THE PIER STRUCTURE FOR SPECIAL EVENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 6 of the Code of Ordinances relates to the regulations and operation of the Municipal Pier; and

WHEREAS, City Staff and the Elected Officials at their 2014-2015 Strategic Planning Session established a goal to reevaluate the pier fee ordinance and develop rental fee table.

NOTE: Underlined words constitute the additions to the existing text of the Flagler Beach Code of Ordinances, strikethroughs constitute deletions to the existing text, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

SECTION 1. The City Commission of the City of Flagler Beach hereby amends Chapter 6, Beaches and Recreation, Article II as follows:

Sec. 6-22. - Admission tariff.

The following tariff is published as the official tariff for admission of persons to the municipal pier of the city:

Admission	Tax	Total***	
Walk out—Daily Rate	\$1.40	\$0.10	\$1.50
Walk out—Daily Rate—Senior Citizen/Active Military/Retired Military *	0.93	0.07	1.00
Fishing—Daily Rate	5.61	0.39	6.00
Fishing—Daily Rate—Senior Citizen/Active Military/Retired Military *	3.67	0.33	4.00
Additional pole per day (Up to 20 at one time)	0.93	0.07	1.00

Single Pass—1 month	23.36	1.64	25.00
Single Pass—3 months	39.25	2.75	42.00
Single Pass—6 months	56.08	3.92	60.00
Single Pass—1 year	93.44	6.56	100.00
Senior Citizen/Active Military/Retired Military Pass—1 month *	18.69	1.31	20.00
Senior Citizen/Active Military/Retired Military Pass—3 months *	32.71	2.29	35.00
Senior Citizen/Active Military/Retired Military Pass—6 months *	46.73	3.27	50.00
Senior Citizen/Active Military/Retired Military Pass—1 year *	74.76	5.24	80.00
Family Pass—1 month**	46.73	3.27	50.00
Family Pass—3 months**	74.76	5.24	80.00
Family Pass—6 months**	93.44	6.56	100.00
Family Pass—1 year**	140.16	9.84	150.00

33
34 * Senior citizen is defined as anyone age sixty-five (65) or over and must show ID. Active military is
35 defined as a person who is on active duty for the United States Armed Forces and must show
36 Military ID. Retired military is defined as a person who has retired from the United States Armed
37 Forces and must show Military ID.

38
39 ** Family passes are good for husband, wife and children under the age of eighteen (18).

- 40
41 (1) The city may issue free family pier passes (family to include spouse and children under
42 eighteen (18) years old only) to all city employees, city commissioners and mayor during
43 term of employment.
44 (2) Past city commissioners and mayors shall be issued a lifetime pass.
45 (3) Individual pier passes (not including family) may be issued to all city board members and
46 volunteer fire department members during term of service.
47 (4) The city clerk shall maintain a list of persons eligible for such passes and such lists shall be
48 made available to those persons having responsibility for pier admissions.
49 (5) Active members of the Disabled American Veterans/Jim Booe Chapter 86 shall have free
50 access to the pier. Said members shall present their member identification as passes to the
51 pier.
52 (6) Project team members of the Marineland Right Whale Survey Project shall have a waiver of
53 Pier Walk-Out Fees during the months of January, February and March. The team

54 coordinators shall provide a list of members to the person having the responsibility for pier
55 admissions.

56 (7) The 9-11, Veterans Day, Memorial Day, D-Day, and Victim Advocate Memorial Services
57 shall have a waiver of Pier Walk-Out Fees for the participants of these specific events.

58
59 **Sec. 6-27. - Consuming, dispensing, or possessing alcohol or intoxicating beverages on municipal**
60 **pier.**

61
62 (a) *Consumption or possession prohibited.* It shall be unlawful for any person to consume or to
63 have in his possession, custody or control any alcoholic beverage on the municipal pier, unless
64 exempted by Chapter 4, Section 4-129 of the Code of Ordinances.

65 (b) *Consuming, possessing, or dispensing prohibited.* It shall be unlawful for any person to
66 drink, consume, dispense, sell or possess an open container containing any alcoholic or intoxicating
67 beverage of any kind whatsoever on the municipal pier, unless exempted by Chapter 4, Section 4-
68 129 of the Code of Ordinances.

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70 ***

71
72 ~~**Secs. 6-28—6-40. - Reserved.**~~

73
74 **Sec. 6-28. - Use charges.**

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76 A charge for the use of the Municipal Pier for Special Events shall be established by Resolution .

77
78 The use of the Municipal Pier for Special Events shall be limited to a maximum of six times per
79 calendar year, and not more than once per month.

80
81 Fees are subject to change. Should any unpaid portion of a Special Event invoice/account be
82 placed for collection with an outside agency or attorney, the special event applicant/promoter
83 agrees to be responsible for all costs related to collection.

84
85 ~~**Secs. 6-29—6-40. - Reserved.**~~

86
87 **SECTION 2.** If any Section, Subsection, sentence, clause, phrase, or portion of this ordinance, or
88 application thereof, is for any reason held invalid or unconstitutional by any Court, such portion or
89 application shall be deemed a separate, distinct, and independent provision, and such holding shall
90 not affect the validity of the remaining portions or application hereof.

91
92 **SECTION 3.** It is the intent of the City Commission of Flagler Beach, and is hereby provided that
93 the provisions of this ordinance shall be made a part of the Flagler Beach Code; that the
94 sections of this ordinance may be re-numbered or re-lettered; and that the word "ordinance"
95 may be changed to "section", "article", "chapter" or other appropriate designation to
96 accomplish such intention.

98 **SECTION 4.** All ordinances or parts of ordinances in conflict herewith be and the same are hereby
99 **repealed.**

100
101 **SECTION 5.** This ordinance shall take effect immediately upon passage as provided by law.

102
103 PASSED ON FIRST READING THIS _____ DAY OF _____, 2015.

104 PASSED AND ADOPTED THIS _____ DAY OF _____, 2015

105
106 CITY OF FLAGLER BEACH, FLORIDA
107 CITY COMMISSION

108
109
110 _____
111 Linda Provencher, Mayor

112 **ATTEST:**

113
114
115 _____
116 Penny Overstreet, City Clerk

RESOLUTION 2015-XX

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, CREATING SPECIAL EVENT USE FEES FOR THE FLAGLER BEACH MUNICIPAL PIER, PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

SECTION 1. Whereas the City Commission desires to establish a Special Event Use Fee for rental of the Municipal Pier creating an additional venue for events in Flagler Beach.

SECTION 2. The below table shall establish a fee structure for rental of the pier facility for special events.

Spaces and Fees

A charge for the use of the Municipal Pier is hereby established to be as follows:

<u>Fee Schedule</u>	
<u>Municipal Pier*</u> <u>Rental rate is in addition to the established walk out rates:</u> <u>Required Deposit \$115.00</u> <u>T-Portion of Pier</u> <u>**Required deposit \$70.00</u> <u>Deposit will be deducted from invoice total</u> <u>Fees established by Special Event Ordinance and subsequent Resolutions establishing fees associated with Special Events apply in addition to rental rates and deposits</u>	<u>\$115.00 per hour – three-hour minimum – eighteen hour maximum.</u> <u>Non-refundable fees: \$75.00, and walk out fees.</u> <u>*The T-portion of Pier \$75.00 per hour – one hour minimum – three hour maximum ** required deposit \$70.00</u>
<u>Additional Services</u>	
<u>Electric use</u> <u>Restroom supply and facility charge</u> <u>Sanitation rates</u> <u>Police Staff</u> <u>Other Staff</u>	<u>\$10 per hour</u> <u>\$35.00</u> <u>\$75.00 for special pick up. Event size may require dumpster and additional fees.</u> <u>Current amount established by F.O.P. Union Agreement</u> <u>Overtime rates apply</u>

*The T-portion of the pier is the end of the pier approximately 25' X 35' or approximately 875 square feet.

Fees are based on a minimum of three hours and maximum of eighteen hours for entire Pier or one hour minimum and three hour maximum for the T-portion of the Pier and shall be subject to change.

Should any unpaid portion of the Special Event invoice/account be placed for collection with an outside agency or attorney, the undersigned agrees to be responsible for all costs related to collection.

SECTION 3. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 4. This Resolution shall become effective immediately upon passage as provided by law.

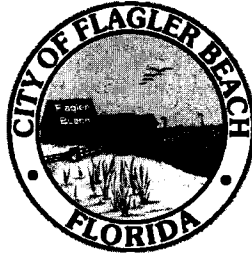
PASSED AND ADOPTED THIS _____ DAY OF _____, 2015.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk



City of Flagler Beach Pier Facility Rental Policies and Procedures

General Information

Municipal Pier Located at 215 South Oceanshore Boulevard, the pier can accommodate small to large groups. The Pier's vibe is low-key and laid-back. This setting offers unparalleled views, the ocean breeze and the setting provides for an unforgettable unique event. Consider this venue for your wedding, anniversary, fundraising or banquet event. The Pier has an 800 person maximum capacity. The Pier Facility includes electric connections and potable water along with restroom facilities.

User Responsibilities

The applicant reserving the Flagler Beach Pier facility must remain on the premises throughout the period for which it is reserved or until the event ends. Facilities must be restored to their clean condition. Users of the facility agree to pay for any damages to City property.

The following are prohibited:

- Drugs and the use of such products.
- Disruptive behavior.
- The use of any equipment that interferes with City operations or which creates any losses or liabilities for the City.
- Organizations or individuals gathering petition signatures may not block the public right-of-way, interfere with the conduct of business, or create litter problems.
- Admission fees (except for preauthorized fundraisers)
- Alcohol except as exempted by Chapter 4, Section 4-129 of the Code of Ordinance

Reservations

To reserve a facility, a fully completed and signed Facility Reservation Form and Special Event Application must be submitted to City Hall during regular business hours (Monday through Friday 8:00 a.m. to 5:00 p.m.).

Note: Reservation must be submitted (90) days prior to the event.

Flagler Beach Pier facility reservations/special event applications requested by not-for-profit organizations must include a copy of the 501(c) 3 or a tax-exempt certificate granting a tax exempt status recognized by the United States Internal Revenue Service.

A facility will not be booked until the deposit has been paid in full. Any additional fees must be paid in full before the event date; otherwise the event will be cancelled by the City. Use of facilities is limited to the type of meeting or activity stated on the application.

Initial _____

Facilities are made available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use. Allowing a group to meet in City facilities does not constitute the City's endorsement of the group's policies, beliefs or practices. Advertisements or announcements by any group implying such endorsement are not permitted. Some restrictions regarding time, place, and manner of presentation may apply.

A final guaranteed number of guests and security arrangements (if necessary) with the Flagler Beach Police Department must be completed by noon **three business days** (72 hours) prior to the event date. If no guarantee is received, the City will prepare and charge for the number of guests specified on the original reservation.

Spaces and Fees

A charge for the use of the Municipal Pier is hereby established to be as follows:

<u>Fee Schedule</u>	
<u>Municipal Pier*</u> Rental rate is in addition to the established walk out rates: Required Deposit \$115.00 <u>T-Portion of Pier</u> **Required deposit \$70.00 Deposit will be deducted from invoice total <u>Fees established by Special Event Ordinance and subsequent Resolutions establishing fees associated with Special Events apply in addition to rental rates and deposits</u>	<u>\$115.00 per hour – three-hour minimum – eighteen hour maximum.</u> <u>Non-refundable fees: \$75.00, and walk out fees.</u> <u>*The T-portion of Pier \$75.00 per hour – one hour minimum – three hour maximum ** required deposit \$70.00</u>
<u>Additional Services</u>	
<u>Electric use</u> <u>Restroom supply and facility charge</u> <u>Sanitation rates</u> <u>Police Staff</u> <u>Other Staff</u>	<u>\$10 per hour</u> <u>\$35.00</u> <u>\$75.00 for special pick up. Event size may require dumpster and additional fees.</u> <u>Current amount established by F.O.P. Union Agreement</u> <u>Overtime rates apply</u>

*The T-portion of the pier is the end of the pier approximately 25 X 35 or around 875 square feet.

Fees are based on a minimum of three hours and maximum of eighteen hours for entire Pier, or one hour minimum and three hour maximum for the T-portion of the Pier and shall be subject to change.

Should any unpaid portion of the Special Event invoice/account be placed for collection with an outside agency or attorney, the undersigned agrees to be responsible for all costs related to collection.

Insurance

Initial _____

The Applicant shall procure and retain commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage and shall name the City of Flagler Beach as certificate holder and additional insured and shall provide a copy of the same to the City Clerk prior to the utilization of the before-described premises. The requirement of insurance shall be within the sole discretion of the City.

Operating Hours

The Flagler Beach Pier facility are available for use Sunday through Saturday from 6 a.m. to midnight. When planning an event, please take these hours into consideration when arranging the set-up and cleanup of the event. Applicants must return the pier facility to the condition it was rented and then vacate the facility by the time noted on the rental application.

Right to Cancel

Either party may cancel this Agreement, within 3 days (72 hours) prior to the event and with written notice to the other, without liability as a result of acts of God, over which neither party has control, government regulation, terrorism, disaster, strikes, civil disorders, or any other factors over which neither party has control, making it impossible or illegal to conduct the program consistent with those conditions that existed at the time the contract was entered into. The parties may, however, agree to go forward on such terms and conditions that may be re-negotiated. With proper written notice, any advance deposit(s) made shall be refunded minus \$75.00 non-refundable fee to the party who made the deposit.

Refund of Security Deposit/Cancellation Fees

Deposits are refunded after City personnel inspect the facility. Deposit refunds take 2-4 weeks to be processed.

If this event is cancelled less than 48 hours prior to the date of the event, the undersigned applicant agrees to forfeit fifty percent (50%) of the deposit. If this event is cancelled without notification, the undersigned Applicant agrees to forfeit one hundred percent (100%) of the deposit.

Pier Configuration

The Applicant will be responsible for any seating requirements.

Food and Beverage

Alcoholic beverages are allowed with the permission of the Flagler Beach City Commission, the promoter of the event must obtain the proper licensing and permits. If violation of the City's alcohol ordinance or Florida state law is found, the event will immediately be closed and participants will be asked to leave and will be subject to full cancellation fees.

Food and beverage may be served in the facilities, provided the City Commission and the Fire Captain or Fire Inspector have approved the heating source for the food, and proper care is given to clean-up after the event.

All food and beverage trash must be placed in receptacles provided by the City.

Cleaning

The pier facility must be returned to the condition in which it was when you entered. The bathrooms are to be cleaned and wiped down. Please make sure that you turn all equipment completely off before you exit the premises. You are responsible to place all trash, solid waste and recyclables in the dumpsters and or tipper carts provided as required by Chapter 4, Article III, Section 4-116.

Parking

The City assumes no responsibility for lost or stolen items or damage to vehicles while parking within the City of Flagler Beach.

Security/Emergency Personnel

The applicant is responsible for providing off duty officers for any event when the attendance is above 100 persons or whenever deemed necessary by the City of Flagler Beach. Each event, regardless of size of attendance, is to be reviewed and approved by the Flagler Beach City Commission, Flagler Beach Police Department, and Flagler Beach Fire Department, to determine if additional emergency personnel are required.

Publicity

Each group is responsible for its own publicity. Any printed publicity must include the statement: "This event is not sponsored by the City of Flagler Beach." Publicity is not to include the City's telephone number, nor may the City's name and address be used as a mailing address.

Signage and Decorations

Unauthorized signs will be removed without notice.

Materials may not be attached to walls, windows, doors or furnishings.

No open flames, glitter, confetti, silly string, etc. may be used in the facilities. Flameless votive candles will be allowed.

Indemnification

Applicant shall indemnify and hold harmless the City of Flagler Beach and its elected officials, directors, agents and employees from and against all losses, damages, claims, costs and expenses arising from injury or death of any person(s), or damage to property resulting from any act or omission of Applicant or its employees, agents, representatives, guests, invitees, or the general public to the extent that such losses, damages, claims, costs and expenses arise in connection with or relate to this Contract and applicant's use of the Premises.

Applicant shall indemnify and hold harmless the City of Flagler Beach if the facility is deemed unsafe and unusable due to an act of nature or war.

The City of Flagler Beach will not assume or accept any responsibility for damage to or loss of any merchandise or articles brought onto the premises prior to, during or following the Applicant's event.

Damages

A member of Staff will perform a walk through with the applicant prior to and after the event. Conditions will be noted, the Applicant is liable for all damages, expense, and loss, including theft and property loss, caused by any person who attends, participates in, or provides goods and services connected with the Applicant's use of the facility and all tangible property. Repair or replacement costs due to damage of City of Flagler Beach facilities, furnishings and equipment will be charged to the event sponsor. The cost of damages assessed by the City of Flagler Beach will be based on the replacement value.

Revocation and Refusal of Authorization for Use

Each applicant understands that authorized City personnel may enter the facility at any time during the scheduled event for periodic checks of the facility. The privilege of using the City of Flagler Beach Pier facility will be revoked, all persons will be removed from the property, and forfeiture of entire deposit will be made if the activities of the facility users negatively impact in the following ways:

- The event is conducted in a noisy, disorderly or inflammatory manner.
- The size of the meeting presents personal safety or security issues, or creates an undue parking demand on the surrounding neighborhood.
- The facility users neglect to pay all required fees, or neglect to pay for damage to the facility.
- The facility users neglect to leave the pier facility in the condition in which it was found.
- There is any violation of City policy.
- An applicant fails to show for a scheduled rental without prior notification.

The City of Flagler Beach reserves the right to decline applicants the use of City facilities based on prior rental history violations.

Priorities

Priority will be given to: City of Flagler Beach sponsored events; groups that are City of Flagler Beach based. All other groups will be given consideration on a first-come/first-served basis. The City of Flagler Beach reserves the right to preempt any event for a City-sponsored event. In such rare instances, the City will make every reasonable effort to give ample notice and to assist the group in reserving another date. If that is not possible, there will be a full refund of any advanced deposit.

The City reviews this policy annually and reserves the right to change it anytime.

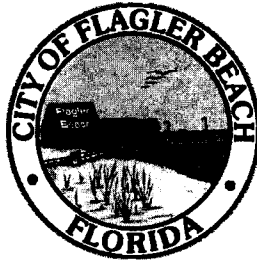
Applicant Signature

Date

City of Flagler Beach

Date

Initial _____



City of Flagler Beach Pier Facility Rental Application

Event Date: _____ Time Requested: _____

Facility Requested: _____

Type of Function/Event: _____

Tentative # of Guests: _____ Guaranteed # of Guests: Due _____ before noon

Name/Organization: _____

Address: _____

Phone: _____ Fax: _____

Driver's License #: _____

Fundraiser _____ Yes _____ No

(Copy of the organization's 501 (c) 3 Certificate and Insurance Certificate Required)

Deposit Paid: _____ Credit Card Cash Check Money Order
(Includes non-refundable fee(s))

Amount Due: _____ Cash Check Money Order Credit Card

Amount of Returned Deposit: _____ Date returned: _____

IN CASE OF EMERGENCY - PLEASE CALL 911.

IN THE EVENT THAT THERE IS NO ONE TO UNLOCK/LOCK THE FACILITY AT YOUR SCHEDULED TIME PLEASE CALL (386) 517-2020.

Applicants Signature

Date

City of Flagler Beach

Date

Initial _____