

ORDINANCE NO. 1432

**AN ORDINANCE OF THE CITY OF PAMPA, TEXAS,
PROVIDING THAT THE CODE OF ORDINANCES, CITY OF
PAMPA, TEXAS, BE AMENDED BY REVISING CHAPTER 5
ENTITLED "AUDITORIUM" IN ITS ENTIRETY PROVIDING
FOR ITS OPERATION, USE AND FEES.**

BE IT ORDAINED BY THE CITY OF PAMPA, TEXAS:

Section 1.

That Chapter 5 of the Code of Ordinances of the City of Pampa, Texas, be amended so that said Chapter 5 shall read as follows:

**"Chapter 5
AUDITORIUM**

"Sec. 5-1. Definitions.

"As used in this chapter, the following definitions will apply unless the context would require otherwise:

(a) *Auditorium* shall mean the M. K. Brown Memorial Civic Auditorium, the entire premises thereof, including, without limitation, the auditorium, meeting rooms, banquet facilities, and patio and all other parts or portions thereof.

(b) *City*: The City of Pampa, Texas.

(c) *Day*: The reference to a "day" on the rental fees hereinafter specified shall mean the following:

Sunday: 2:01 a.m. to 1:00 a.m. of the following day.

Monday through Friday: 1:01 a.m. to 1:00 a.m. of the following day.

Saturday: 1:01 a.m. to 2:00 a.m. of the following day.

(d) *Holiday*: Shall mean New Year's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and such other holidays as may be declared by the City Commission or which are observed as an official holiday by the City's employees.

(e) *Manager*: The City's employee in charge of the auditorium.

(f) *Non-Profit Organization:* An association, corporation or other entity which has a current exemption letter from the Internal Revenue Service under IRC Section 501(c)(3).

(g) *Operating Fund:* Shall mean the M. K. Brown Memorial Civic Auditorium operating fund.

“Sec. 5-2. Operating fund.

“There is created and established a separate fund called the M. K. Brown Civic Auditorium Operating Fund. All receipts and all approved disbursements from the operation and use of the auditorium shall be handled through such operating fund, subject to the accounting and internal controls established from time to time by the city manager and city commission. The operating fund shall be under the supervision and control of the City’s finance director. The operating fund shall be restricted to those receipts and approved disbursements related solely to the use, operation, maintenance, additions, equipment and repairs to the auditorium. Nothing in this section will be construed to permit such expenditures without compliance with the City’s charter, ordinances and laws which may be applicable to the type and amount of expenditures involved.

“Sec. 5-3. Lease for Auditorium Use.

“(a) Written lease contracts will be required for use of the auditorium or any portion of the auditorium. The manager is authorized to execute such contracts on behalf of the City in keeping with the terms and conditions of this chapter and any regulation and policies promulgated hereunder.

“(b) All payments shall be made in collected funds to the City of Pampa and payable at Pampa, Gray County, Texas. All payments shall be made in advance unless arrangements are made with the manager. The manager’s decision whether or not advance payment will be required will be final and binding.

“Sec. 5-4. Third Party Contracts.

“If the applicant is the sponsoring organization for a third-party user or provider, a true and correct copy of the contract between the applicant and third-party user shall be attached to the application. The third-party provider must be sufficiently identified and the use to be made of the auditorium sufficiently described so that the manager may determine fees to be charged and whether or not the third-party contract may conflict with the City’s rules, regulations and policies covering the auditorium.

“Sec. 5-5. Deposit.

“(a) A deposit of not less than \$50.00 nor more than \$1,500.00 shall be required, depending upon the number of days the lease will cover. The deposit must be paid within 72-hours of booking in order to hold the dates requested.

“(b) If the applicant does not use the auditorium for the full lease term, the deposit shall be retained by the City as liquidated damages for applicant’s failure to use the auditorium as required under the lease. For good cause, the deposit may be refunded. The decision of the manager is final and binding.

“(c) The deposit does not constitute any agreed liquidated damages for any and all other damages which may arise from the use of the auditorium.

“Sec. 5-6. Refusal to Lease.

“The City reserves the right to refuse to lease the auditorium if:

- (a) the proposed use will be extra hazardous as a fire risk; or
- (b) the proposed use will constitute a violation of any applicable ordinances of the City or laws of the State of Texas, or any other governmental entity or political subdivision having jurisdiction; or
- (c) the applicant is indebted to the City; or
- (d) applicant’s prior use resulted in damages to the auditorium caused by applicant’s negligence, failure to provide proper security, or failure to provide proper crowd control.

“Sec. 5-7. Rental Fees and Other Charges.

“(a) The following fees and rentals shall be charged, except as otherwise specifically provided:

- (1) Standard Use: Auditorium (including foyer):
 - (a) \$200.00 for each day, or part thereof, except for a defined holiday. Defined holiday: \$500.00 for each day or part thereof.
 - (b) Rehearsal use only: \$50.00 for each day, or part thereof, except for a defined holiday. Defined holiday: \$100.00 for each day or part thereof.

- (2) Non-Profit Organization: Auditorium (including foyer):
 - (a) \$100.00 for each day or part thereof, except for a defined holiday. Defined holiday: \$200.00 for each day or part thereof.
 - (b) Rehearsal use only: \$25.00 for each day, or part thereof, except for a defined holiday. Defined holiday: \$50.00 for each day or part thereof.
- (3) Standard Use: Banquet Room (“Heritage Room”): \$100.00 for each day, or part thereof, except for a defined holiday. Defined holiday: \$200.00 for each day or part thereof.
- (4) Non-Profit Organization: Banquet Room (“Heritage Room”): \$50.00 for each day, or part thereof, except for a defined holiday. Defined holiday: \$100.00 for each day or part thereof.
- (5) Foyer of Auditorium only: \$50.00 for each day or part thereof except for a defined holiday. Defined holiday: \$100.00 for each day or part thereof.
- (6) Parking Lot only: \$150.00 for each day or part thereof.
- (7) Place setting (plates, glasses, flatware and/or serving pieces or any part thereof): \$1.00 per place setting.
- (8) Personnel:
 - (aa) Sound and lighting technician..... \$30.00 per hour for each with a 1 hour minimum.*
 - (bb) Ushers..... \$9.00 per hour for each with a 2 hour minimum per person
 - (cc) Dishwasher (minimum of 2 required)..... \$9.00 per hour per person **
 - (dd) City representative (required at all times building is in use)..... \$15.00 per hour ***
 - (ee) Security officer (a minimum of 2 required for all functions where alcoholic beverages are in use)..... \$35.00 per hour per person****

- * Sound and lighting technician will be required at any time stage lights and sound equipment are used.
- ** Required at any time city-owned place settings are used.
- *** Charged anytime the doors are open except during normal working hours (8:00 a.m. to 5:00 p.m., Monday through Friday, excluding defined holidays).
- **** Security personnel may be required at other events if the manager determines such proposed use needs security to protect the premises.

“Sec. 5-8. Waiver of Fees.

“In those instances where the event is deemed to be for the benefit of the City (for example, honoring dignitaries) or certain public school functions held in the auditorium, the rental fees may be waived by the City Manager, **provided, however,** fees for personnel as set out in Sec. 5-7 above shall not be waived.

“Sec. 5-9. Special services, equipment and personnel.

“(a) *Generally.* The sound system, spotlights, stage hands, and other services, conveniences and accessories will not be furnished to users of the auditorium except as expressly stated in the lease contract. All expenses for special services, equipment and conveniences shall be charged to and paid by the lessee as part of the rental, in addition to other charges provided for in this chapter.

“(b) *Sound system.* There will be no charge for the use of the sound system other than as provided under Sec. 5-7(aa) above.

“(c) *Spotlight.* There will be no charge for the use of the spotlights other than for personnel costs if required.

“(d) *Pianos.* There will be no charge for the use of any piano in the auditorium; provided, however, if, in the opinion of the lessee it is necessary to tune the piano, all cost for tuning will be paid for by the lessee.

“(e) *Stage hands, electricians, etc.* Only qualified stage hands may be employed for the operation of stage equipment and properties. The rental rates prescribed by this chapter do not include the employment of stage hands, electricians or curtain or property personnel. The experience and training of such persons shall be reviewed by the manager to ensure they are qualified to operate the equipment. Such persons shall be, and shall remain, the employees of the lessee who shall be responsible for their wages; however, the manager or his/her representative shall have the right to observe all work and to direct the lessee to release any employee who is not qualified.

“Sec. 5-10. Broadcasts from the Auditorium.

“No lessee of the auditorium, or any part thereof, shall broadcast or televise any performance, lecture, concert, and/or public or private meeting by radio or television without the written consent of the manager. If the requisite consent is given, the lessee shall furnish and install all equipment necessary for the broadcast and for the control booth, other than that furnished by the auditorium. The lessee shall remove all such equipment before 12:00 noon on the day following the performance, concert, lecture, and/or public or private meeting, or before 12:00 noon on the day following the last concert, lecture, performance, and/or public or private meeting, if a series thereof is provided for by the lease. If possession of the premises is to be surrendered by the City to some other tenant before 12:00 noon on the day following the termination of the lease referred to in this section, the lessee shall remove all such equipment immediately and before the time fixed for the surrender of the premises to such other tenant. Installation and removal of all such equipment shall be at the expense of the lessee and subject to the supervision of the manager. All such equipment will be installed without doing any damage to the auditorium.

“The lessee for any such broadcast shall provide the City with a copy of any required license for the broadcast of any copyrighted music or other materials upon which a royalty may be payable. Additionally, the lessee agrees to save and hold harmless the City, and its officers, employees and agents of and from any and all claims, demands and damages, including, but not limited to, reasonable attorneys’ fees, made against the said City and its officers, employees and agents for any such royalties which are payable for the broadcast of such material.

“Sec. 5-11. Sale of Merchandise.

“The use of any portion of the auditorium by any individual, firm or corporation for the purpose of selling merchandise is hereby prohibited, except that the selling of merchandise by display, exhibit or presence of the merchandise under the sponsorship of the Community Concert Series, art clubs and associations, non-profit organizations, hotel conventions, restaurant shows, and activities of a similar nature shall be excepted from such prohibition and shall be permitted upon the approval of the manager.

“Sec. 5-12. Concessions.

“No person renting any part of the auditorium at the rates established by this chapter shall acquire any right to any of the concessions or sales of any nature, excepting present or future admission tickets only. The lease contract shall reserve to the City and its assigns, unless otherwise expressly provided, the exclusive right to operate concessions for the sale of food, drinks, programs, novelties, souvenirs, etc.

“Sec. 5-13. Insurance.

“The City Commission may by resolution establish all insurance requirements pertaining to the use of the auditorium and its premises.

“Sec. 5-14. Other Rules and Regulations.

“The City Manager may promulgate other rules and regulations in the use of the auditorium in keeping with the guidelines of this Chapter 5, subject to approval by the City Commission by resolution duly adopted.

“Sec. 5-15. Procedure to Amend Fees and Rates.

“Fees and other charges may be amended by resolution duly adopted by the City Commission.”

Section 2.

It is the intention of the City Commission that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, phrase, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Section 3.

All ordinances and parts thereof in conflict herewith are expressly repealed.

Section 4.

This ordinance shall be effective upon its final passage.

PASSED AND APPROVED on its first reading this the _____ day of September, 2004.

PASSED AND APPROVED on its second and final reading and ordered published this the _____ day of October, 2004.

CITY OF PAMPA, TEXAS

ATTEST:

Phyllis Jeffers, City Secretary

By: _____
Lonny Robbins, Mayor

APPROVED AS TO FORM:

Don R. Lane, City Attorney