



**REQUEST FOR COMMISSION ACTION**  
**CITY OF INDEPENDENCE**  
**January 24, 2019**

**Department** Administration

**Director Approval** Kelly Passauer

**AGENDA ITEM** Consider modifications to Memorial Hall Policy and Rental Rates

**SUMMARY RECOMMENDATION** Staff recommends modifications to the Memorial Hall Policy.

**BACKGROUND** City staff has been working with the City Attorney on some language changes primarily dealing with definitions of classifications for room rate charges at Memorial Hall. Staff also recommends modifying the Auditorium rental rate for Class A to read as follows: \$500 or ~~10%~~ **5%** of the gross sales for tickets, whichever is greater

The reasons for these recommended changes are as follows:

1. To clarify the classifications so that events that are primarily for the benefit of a for-profit entity do not evade the Class A rental fee due to the City by running the event through a nonprofit group as a Class B. The Memorial Hall revenues do not cover all of the operating expenses, so additional operating costs are supported by the taxpayers. In addition, the taxpayers have paid for major enhancements to Memorial Hall, particularly in the auditorium. Therefore, it is in the best interest of the taxpayers to ensure that the City is fairly compensated for the use of the facility for activities that are primarily a for profit venture.
2. To reduce the Class A percentage of gross sales due to the City that exceed \$500 from 10% to 5% to encourage for profit activities in the auditorium, to address complaints that this percentage is too high, and to lessen the motivation to evade the intent of the policy.

Regarding the co-sponsor policy, one of the League of Kansas Municipalities' Attorneys contacted the City last week and advised that they have a law student working on a model policy, but it will be at least a few more weeks before they have something to send us.

**BUDGET IMPACT** Increased revenue from ensuring that events are charged the proper rates, and also from increased activity due to lowering the percentage of gross sales due to the City from for profit ticket sales.

**SUGGESTED MOTION** I authorize modifications to the Memorial Hall Policy and Rental Rates as recommended by staff.

**SUPPORTING DOCUMENTS**

1. City Attorney Memo
2. Strike Out Version of Policy
3. Strike Out Version of Rental Rates

# *Informational Memorandum*

**FROM THE DESK OF:**

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**TO:** Kelly Passauer  
**FROM:** Jeff Chubb  
**DATE:** January 18, 2019  
**RE:** Suggestions for revisions to Memorial Hall policy

I've looked at the section on classifying users of Memorial Hall and the Civic Center and offer the following as perhaps a clarification.

B. Rental of any room on any level will come under one of the below listed classifications. Determination of the applicable classification shall be made in the sole discretion of the City Manager or his designee taking into consideration all relevant factors.

1. Class A – Private functions such as wedding receptions, rehearsal dinners, family reunions, company banquets, and similar activities; functions conducted primarily for a commercial purpose or a for profit purpose.

2. Class B – Private functions of any nonprofit entity not open to the general public; functions conducted by nonprofit entities which have a 501(c)(3) status. Under this class, the function must be primarily for the benefit of the nonprofit entity.

3. Class C – Functions approved by the City Manager, or his designee, which are sponsored by a federal, state or local governmental agency, including schools and colleges, for which no admission is charged. To the extent that such an activity is conducted after normal working hours, the rates for a Class B activity shall be applicable.

4. Class D – Community based functions and events to be charged a negotiated rate as determined by the City Manager, or his designee.

JAC

# CITY OF INDEPENDENCE, KANSAS POLICY FOR USE AND RENTAL OF MEMORIAL HALL AND CIVIC CENTER

## I. Rental Fees and Policies

### A. Lease Requirements

Any rental of space within the Memorial Hall and Civic Center will require a lease agreement which must be signed to confirm the reservation. There will be no reservations made without payment of room fees. If both a signed lease agreement and payment have not been received the event will not be reserved.

### B. Rental of any room on any level will come under one of the below listed classifications. Determination of the applicable classification shall be made in the sole discretion of the City Manager or his/her designee taking into consideration all relevant factors:

1. Class A -- ~~Any activity conducted for a commercial purpose as long as the activity does not require a City of Independence occupation license or any private function such as wedding receptions, rehearsal dinners, family reunions, company banquets and for-profit ventures.~~ Private functions such as wedding receptions, rehearsal dinners, family reunions, company banquets, and similar activities; functions conducted primarily for a commercial purpose or a for profit purpose.
2. Class B -- ~~Any activity open to the public for which an admission charge, ticket sales, donation or any collection process is utilized and is sponsored by a local club, association or organization that operates on a nonprofit basis (must have a 501(C)3 status) or any activity of a nonprofit group not open to the general public.~~ Private functions of any nonprofit entity not open to the general public; functions conducted by nonprofit entities which have a 501(c)(3) status. Under this class, the function must be primarily for the benefit of the nonprofit entity.
3. Class C -- ~~Activities approved by the City Manager and sponsored by State, Federal or local governmental agencies conducted during normal working hours in which no admission is charged. Activities conducted after normal working hours will be charged the rates as provided in category B.~~ Functions approved by the City Manager, or his/her designee, which are sponsored by a federal, state or local governmental agency, including schools and colleges, for which no admission is charged. To the extent that such an activity is conducted after normal working hours, the rates for a Class B activity shall be applicable.
4. Class D -- ~~Negotiated rate as determined by the City Manager for community-based events.~~ Community based functions and events to be charged a negotiated rate as determined by the City Manager, or his/her designee.

### **C. Rental Rates**

Attached is Appendix A.

### **D. Memorial Hall and Civic Center Labor**

Memorial Hall and Civic Center Labor will be charged a per hour rate as included in Addendum A to pay for the cost of services required by the Lessee to include set up, clean up and supervision of any activity. A Memorial Hall and Civic Center employee must be present during all use of a portion of the building and keys to the building and/or rooms are not available to users.

### **E. Deposits**

1. Alcohol Deposit -- An additional deposit (in an amount shown in Attachment A) for groups serving alcohol will be required.
2. Damage Deposit -- A cash damage deposit may be required as deemed necessary by the Building Supervisor based on the type of activity.

### **F. Payment Terms**

1. The full rental fee, any applicable deposits and a signed lease will be required upon rental of any space the day the reservation is made. At the discretion of the City Manager the rental fee may include estimated labor costs. In the case that an event is not scheduled 10 days prior to the reservation, payment in full at the time the reservation is made will be required.
2. Any balance for labor costs and/or damage or alcohol deposits not utilized will be refunded.

### **G. Refunds**

Refunds will be provided upon written notice of cancellations received at least 60 days prior to the date reserved. No refund will be provided if cancellation of event is less than 60 days prior to the date reserved. Eligible refunds shall be returned within 30 days of cancellation.

### **H. Building Reservations**

The auditorium and rooms in the Memorial Hall and Civic Center are reserved on a first come, first served basis. Special consideration is given to events with standing annual reservations, reservations will not be honored until the date the rental fees are received. Consecutive weekly or monthly use is not allowed unless special permission is granted by the City Manager.

### **I. Sales Tax Payments**

Tickets or merchandise sold regardless of the nonprofit or for-profit status of the Lessee, are subject to state and local sales taxes. Lessee is responsible for ensuring that all applicable sales tax is paid for events in which admission is charged or merchandise is sold. The Building Supervisor may require the Lessee's state sales tax number.

## **II. Memorial Hall and Civic Center Use Requests**

### **A. Hours of Operation**

1. Normal hours of operation are from 8 AM to 5 PM, Monday through Friday. After hours and weekends are available for prescheduled events.
2. The Memorial Hall and Civic Center will be closed on the following holidays unless a community activity is preapproved and sponsored by the City:
  - i. New Year's Day
  - ii. Easter Sunday
  - iii. Memorial Day
  - iv. Independence Day
  - v. Labor Day
  - vi. Veterans Day
  - vii. Thanksgiving Day
  - viii. The day after Thanksgiving
  - ix. Christmas Day.

### **B. Decorations**

Decorations of any type are not allowed in the Memorial Hall and Civic Center without a prior request by the user detailing the description and method of placement. Written approval by the Building Supervisor is required prior to placement.

### **C. Event Management and Supervision**

The City is not responsible for the planning, promotion and/or organization of the Lessee's event. Lessee will provide adequate staffing on the day of the event to coordinate all phases of its program. City personnel will be available on site to assist as necessary but will not be expected to assume responsibility of the success of the Lessee's event. Failure to adhere to these provisions may result in termination of rental privileges of the Memorial Hall and Civic Center.

### **D. Tobacco Products and E-Cigarettes**

Use of tobacco products is prohibited by State Law anywhere within the Memorial Hall and Civic Center. The City also prohibits e-cigarettes and other related vapor type products in all City facilities. Lessee is responsible to ensure that these restrictions are adhered to during events held.

### **E. Alcoholic Beverages**

1. One person, whose name, address, cell number, and e-mail address which are submitted to the Memorial Hall and Civic Center Management, shall be held responsible for the handling of the alcoholic liquor and cereal malt beverages in the Memorial Hall and Civic Center.
2. Written permission must be given by Memorial Hall and Civic Center management to any group requesting alcoholic liquor and beverages in the Memorial Hall and Civic Center, prior to event.

3. The use of alcoholic beverages will be allowed in areas as approved by the City Manager and will be allowed only when used in conformance of State laws and City ordinances.
4. An alcohol deposit will be required from any group or organization that serves alcoholic liquor and/or cereal malt beverages.
5. The City shall not sell alcoholic liquor or beverages to guests or members of the public.
6. No person shall bring, carry, or in any other manner transport into the Memorial Hall and Civic Center food or beverages of any kind whatsoever unless prior written approval is obtained from the Building Supervisor.
7. No person, while in or on the premises, shall possess any food or beverages contained in glass bottles or other container of breakable material unless prior approval is obtained from the Building Supervisor.

**F. Damages**

Any damage to the building shall be at the expense of the Lessee and a cash damage deposit may be required as deemed necessary by the Building Supervisor.

**G. Americans with Disabilities Act (ADA)**

Lessee is responsible for compliance with all Title II provisions of the federal legislation known as the Americans with Disabilities Act of 1990. Title II guarantees access to all public programs and services of persons with disabilities. Lessee agrees to provide, upon request, special consideration for its disabled patrons.

**H. Occupancy Limits**

Lessee is responsible for ensuring that the number of audience members or attendees to its events is within the legal occupancy limit of the building, as determined by local fire officials. The number of tickets sold throughout the event will not exceed the permanent seats available. No "Standing Room Only" tickets will be sold.

**I. Painting and Set Construction**

1. There will be no painting allowed on stage without permission of the Building Supervisor.
2. Set construction on the stage will be under the supervision of the Building Supervisor. There will be no foreign objects driven into the stage floor at any time.
3. The mechanical fly system shall be operated under the supervision of the Building Supervisor.

**J. Pyrotechnics and Special Effects**

All pyrotechnical devices such as flash pots and flame projectors are prohibited for use in the Memorial Hall and Civic Center. Other special effects equipment such as fog machines, lasers, gas vehicles or equipment and other devices must be approved for use by the Building Supervisor prior to the event and will be made

available for inspection by local fire officials. Lessee is responsible for any damage to the Memorial Hall and Civic Center, or its equipment, or any other costs incurred resulting from the use of any special effect device.

**K. Staffing for Events**

Special services are the responsibility of the Lessee to request and pay for stage hands, operators, tickets, ticket sellers, ushers and other personnel as required for their use. All individuals hired by the Lessee are subject to review by the Building Supervisor and the Building Supervisor may refuse to allow such individuals to work within the Memorial Hall and Civic Center.

Furthermore, the City reserves the right that any person hired by the Lessee may be requested to be removed from the premises at any time by the Building Supervisor. For some activities the Building Supervisor may have personnel available to perform some of the above functions.

**III. Use of Auditorium Equipment**

**A. Sound System Levels**

The Building Supervisor is authorized to require the Lessee or any sound technician hired by the Lessee to reduce their decimal level of any sound reinforcement system used in the auditorium. Failure to comply will be considered a violation of City policy and may result in termination of building privileges.

**B. Sound Equipment and Lighting**

1. The Building Supervisor will have complete control of how the sound system is setup and utilized during any and all events. The Building Supervisor will work in cooperation with the sponsoring organization to accomplish the sound required in the technical specifications. At no time, will anyone else, including promoters, stage managers, directors, etc, make a final decision concerning the above without the permission of the Building Supervisor.
2. No unauthorized person shall setup or operate the auditorium sound system.
3. The operation of all sound equipment, stage lighting must be done by the Building Supervisor and/or auxiliary personnel approved by the Building Supervisor who have been properly trained in the use of such equipment. Any persons hired to operate the City's sound and lighting equipment shall be hired by the Building Supervisor or approved by the Building Supervisor and the actual cost will be added to the bill of the Lessee. Lessee must choose from a list of technicians approved by the Building Supervisor for sound and lighting operations.

**C. Alteration of Stage Rigging**

The operation of all stage rigging must be done by the Building Supervisor and/or auxiliary personnel approved by the Building Supervisor who have been properly trained in the use of such equipment. Any persons hired to operate the City's stage rigging equipment shall be hired by the Building Supervisor or approved by the Building Supervisor and the actual cost will be added to the bill of the Lessee.

## **IV. General Requirements**

### **A. Hold Harmless**

The City of Independence, and its employees, are not responsible for any claims for loss, injury or damage to persons or property, including claims of employees of the Lessee or any contractor or subcontractor arising out of any activities of the Lessee or guest.

### **B. Liability Insurance**

It is the responsibility of the Lessee to obtain commercial general liability insurance coverage of at least \$500,000 for any for profit event and to name the City of Independence as an additional insured. The Lessee may be required to furnish a certificate of insurance containing terms outlined above prior to occupancy of the facility.

### **C. Patents and Performing Rights or Licenses**

Lessee will assume all costs of the use of patents, trade rights or franchised from copyrighted music, materials, devices, processes or dramatic rights used on or incorporated into its events. Furthermore, Lessee agrees to indemnify and hold harmless the City of Independence, the municipal auditorium and Memorial Hall and Civic Center, their agents and employees from any claims, losses or expenses incurred with regard to such cost, charges, authorization or license fees. Lessee may be required to provide legal name, address, telephone number if demanded of the auditorium by a performing rights licensing agency.

### **D. Security Personnel**

The Police Chief may require the presence of sworn law enforcement officers or approved private security personnel during Lessee's event and specify the number of officers and their qualifications. If security personnel are deemed necessary, Lessee may secure them independently or ask the Building Supervisor to provide them. If private security officers are hired then they will be paid directly by the Lessee to the security company.

### **E. Concession and Merchandising Rights**

1. Concession stands must be preapproved by the Building Supervisor and, if approved, may only be operated in a place designated by the Building Supervisor. The Lessee is responsible to ensure that no food or drink is allowed inside the auditorium.
2. If the Lessee does not wish to operate a concession stand the Building Supervisor reserves the right to make other arrangements for concession sales during the Lessee's event.
3. The sale of T-shirts, recordings and other merchandise for an activity in the auditorium shall be in a place designated by the Building Supervisor.

### **F. Verification of Sales**

The Building Supervisor shall be allowed to examine the sale records and monitor the accounting process at the conclusion of the event. This shall include, but not be limited to; ticket sales, and admission charges.

## **V. Advertising and Signage**

### **A. Signage**

The placement of any type advertising or signage in or on Memorial Hall and Civic Center is prohibited without approval of the Building Supervisor.

### **B. Use of Marquee Sign**

1. Use of the Marquee sign will only be utilized to advertise activities scheduled in the Memorial Hall and Civic Center. The marquee is electronic and several messages may cycle throughout the day, therefore no one event may have exclusive use of the marquee.
2. Use of the Marquee sign will not be utilized to advertise any commercial ventures or civic activities that are not conducted in the Memorial Hall and Civic Center.
3. As determined by the City Manager the marquee sign may be utilized to promote the community and City sponsored special events.

## Appendix A

### Memorial Hall and Civic Center Rental Rates

Room	Class A*	Class B*	Class C*
Civic Center, Gallery & Kitchen	\$300.00	\$150.00	No charge
Gallery Only	\$100.00	\$50.00	No charge
Civic Center & Gallery	\$250.00	\$125.00	No charge
Kitchen Only	\$50.00	\$25.00	No charge
American Legion Auxiliary (Room 104)	\$100.00	\$50.00	No charge
Veteran's Room - North (Room 106)	\$100.00	\$50.00	No charge
Veteran's Room - South (Room 108)	\$100.00	\$50.00	No charge
Veteran's Room - All (Rooms 106 & 108)	\$150.00	\$75.00	No charge
Veterans of Foreign Wars Room (Room 107)	\$50.00	\$25.00	No charge
Spanish American War Veterans Room (Room 109)	\$50.00	\$25.00	No charge
Patriot Room (Room 110)	\$40.00	\$20.00	No charge
Rental of all Meeting Rooms on Lower Level (104, 106, 108, 107, 109 & 110)	\$265.00	\$165.00	No charge
Green Room (Room 212)	\$40.00	\$20.00	No charge
Auditorium** (including dressing rooms)	\$500 <del>or 10</del> 5% of the gross sales for tickets, whichever is greater.	\$200.00	No charge
Auditorium Lobby***	\$100.00	\$50.00	No charge
Lower Level of Auditorium Only****	\$300.00	\$150.00	No charge
Independence Experience (Weekend)****	\$760.00	\$380.00	No charge
Independence Experience (Week Nights)****	\$620.00	\$310.00	No charge
Ultimate Independence Experience****	\$1,080.00	\$540.00	No charge
Independence Wedding Experience****	\$1,480.00	N/A	N/A
Dressing Rooms	\$50.00	\$25.00	No charge
Labor Per Employee Per Hour*	\$25.00	\$25.00	\$25.00
White Round Table Cloths (Price per table cloth)	\$7.00	\$7.00	\$7.00

\*No charge for labor during normal working hours, however, labor will be charged after hours and on weekends. If staff is required to stay past midnight, labor charges are then \$50 per hour.

\*\*Cost for lighting, sound and stage technicians contracted by the City will be billed to the lessee/permittee at direct costs.

\*\*\*There will be no charge for the Auditorium Lobby when renting the Auditorium if Lobby is only utilized for ingress and egress of attendees and box office sales. However, if the Lobby is utilized for selling merchandise and concessions an additional fee for the Auditorium Lobby will apply. If only the Auditorium Lobby is being utilized the Auditorium Lobby fee will apply.

\*\*\*\*Please refer to pages 3 and 4 of Appendix A for details regarding discounted and package rates.