



Office of the City Manager

CONSENT CALENDAR

October 10, 2006

To: Honorable Mayor and  
Members of the City Council

From:  Phil Kamlarz, City Manager

Submitted by: Marc Seleznow, Director, Parks, Recreation and Waterfront

Subject: License Agreement: Berkeley Folk Dancers, Inc.

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to execute a license agreement and any amendments with the Berkeley Folk Dancers, Inc. (Folk Dancers) to conduct dance classes at the Live Oak Recreation Center for a two-year period beginning July 1, 2006 and ending June 30, 2008.

FISCAL IMPACTS OF RECOMMENDATION

In the two-year period ending in FY 2005, the Folk Dancers paid \$27,491 to the City for use of the Live Oak Recreation Center social hall. The current Fee Schedule for use of recreation facilities, adopted by Council on June 14, 2005, is \$102 per hour for Community Adult Groups (non-resident and non-regular hours). This rate is prohibitively expensive for the Berkeley Folk Dancers and would effectively end their use of the social hall. City staff and the Folk Dancers recently conducted a negotiation and agreed upon an equitable rate that covers the operating costs of the Center during the dance classes (staff time, utilities, etc). The new rate will generate \$28,936 in revenue over its two-year life, which will be deposited in the Live Oak Recreation Center Facility Rental Fund (Revenue Code: 010-5969-347-39-04).

CURRENT SITUATION AND ITS EFFECTS

The Berkeley Folk Dancers are long-time renters of the Live Oak Recreation Center social hall. They have also stored their audio equipment at the facility without charge for several years. On June 14, 2005, when Council adopted the increased Recreation Fee Schedule (Resolution No. 62,950-N.S.), the Folk Dancers expressed their concern to staff that the new fee would result in significantly higher operating costs, which would be a hardship on their 160 members, most of whom are seniors. As a result, Department staff met with the leadership of the Folk Dancers and negotiated an equitable two-year license agreement that provides a reduced rate for the Folk Dancers, a reasonable revenue stream to the Department (that covers operating costs at the Live Oak Recreation Center), and does not place an undue burden on the Folk Dancers, who use the facility for over 242 days per year (over 500 hours).

BACKGROUND

The Berkeley Folk Dancers have used the Live Oak Recreation Center social hall to conduct dance classes for more than twenty years. Classes are held Monday through Friday throughout the year, and special events are held on several weekend nights and holidays (Attachment 1). Their current membership of 160 members is comprised of Berkeley and non-Berkeley residents. On September 25, 2006, the Parks and Recreation Commission received an information item regarding the proposed license agreement.

RATIONALE FOR RECOMMENDATION

The Folk Dancers offer a healthy and valuable recreational service to over 160 members, the majority of whom are seniors. At 242 days per year (over 500 hours), they are the largest user of the recreation facilities in Berkeley. In recognition of their valuable community service, the many hours they use the facility, their limited financial resources, staff recommend adoption of the proposed license agreement with a reduced rate.

CONTACT PERSON

Virginia Aiello, Sr. Management Analyst, Parks Recreation & Waterfront Department, 981-5158

Attachments

- 1: Resolution and Exhibit A (License Agreement)
- 2: Schedule
- 3: Live Oak Center Information
- 4: Floor Plan

RESOLUTION NO. ##,###-N.S.

LICENSE AGREEMENT : BERKELEY FOLK DANCERS, INC.

WHEREAS, the Berkeley Folk Dancers, Inc. is a non-profit agency that rents the City's Live Oak Recreation Center social hall for 242 days per year (over 500 hours), more than any other user of the City's recreation facilities; and

WHEREAS, the Berkeley Folk Dancers, Inc. offer a healthy and valuable recreation service to both Berkeley residents and non-residents, the majority of whom are seniors; and

WHEREAS, in recognition of their valuable community service, the many hours they use the facility, their limited financial resources, City staff and the Folk Dancers negotiated a reduced rate for a two-year term that covers operating costs; and

WHEREAS, the revenue will be deposited in the Live Oak Recreation Center Facility Rental Fund (Revenue Code: 010-5969-347-39-04), estimated at \$28,936 over two years.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to execute a license agreement and any amendments to use City property at the Live Oak Recreation Center Social Hall, 1301 Shattuck Avenue to conduct dance instruction until June 30, 2008.

BE IT FURTHER RESOLVED, that the agreement shall be on the terms as set forth in the proposed license agreement as shown as Exhibit A, made a part hereof and attached herein. A record signature copy of said agreement and any amendments to be on file in the Office of the City Clerk.

## EXHIBIT A

### LICENSE AGREEMENT

This AGREEMENT is entered into on \_\_\_\_\_, 2006 by and between the CITY OF BERKELEY, a Charter City organized and existing under the laws of the State of California ("City") and the Berkeley Folk Dancers, Inc. ("Licensee"), a private organization, who agree as follows.

#### 1. LICENSE

a. City hereby grants a license to Licensee, subject to all the terms and conditions herein, to use the Social Hall at the Live Oak Recreation Center on the dates and times shown on Exhibit A. City will also allow Licensee to maintain two speakers mounted to the beams of the Social Hall for use during Berkeley Folk Dancers' activities. The Social Hall is located within the Live Oak Recreation Center, City property located at 1301 Shattuck Avenue in Berkeley, County of Alameda, State of California, as shown on Exhibit B.

b. City also hereby grants a license to Licensee, subject to all the terms and conditions herein, to use the specified storage space located within the Social Hall at Live Oak Recreation Center, as shown on Exhibit C.

c. This License is granted for the purpose of permitting Licensee to use a multipurpose room for Licensee's folk dance activities and a storage space for storing equipment associated with the folk dance activities. Licensee acknowledges that this License grants it the personal privilege to occupy and use the multipurpose room and storage space for the purposes and at the times stated herein, but does not convey an estate in land or a leasehold interest in the Premises, does not create a City/Lessee relationship, and is not a lease.

#### 2. TERM

This License shall take effect once approved and executed by both the City and the Licensee. It shall remain in effect for a period of (2) YEARS (each twelve month period between July 1, 2006 - June 30, 2008, shall be considered a "License Year"), subject to the following:

a. Either party may terminate this License for any reason within thirty (30) days prior written notice to the other party. Either party may terminate this License for default upon fifteen (15) days written notice to the other if the other party has substantially failed to fulfill any of its obligations under this License in a timely manner.

b. If, after the term of this License expires, Licensee continues to use the Property as described herein and the City does not object, all provisions of the License shall continue in effect, with the following exceptions: (1) the new agreement shall be on a month-to-month basis, not for a year or yearly term, and shall be terminable by either party with thirty (30) days prior written notice; and, (2) the License Fee shall increase to 105% of that which applied to the minimum amount of the License Fee when the License expired.

#### 3. LICENSE FEE

In consideration for the rights conveyed by this License, Licensee shall pay to City, payable either in advance or on a monthly basis, a) a fee of \$14,116 for the first year of this License, payable in monthly installments of ~~\$1,176.33~~; b) a fee of \$14,820 for the second year of this License, payable in monthly installments of ~~\$1,235~~. Fee payments shall be made payable to the "City of Berkeley", and unless otherwise specified in this Section, are due on the first day of each month paid at the Live Oak Recreation Center, 1301 Shattuck Avenue, Berkeley, CA 94709. Failure to make full payments on time is grounds for termination of this License by the City.

#### 4. NOTICES

A written notice shall be deemed served upon mailing said notice to the other party and depositing the same with the U.S. Post Office, first class mail, with postage paid.

For purposes of this License, all notices to the City shall be addressed to:

City of Berkeley Parks Recreation & Waterfront Department  
Attn: Virginia Aiello, Sr. Management Analyst  
Recreation Division  
1947 Center St., First Floor  
Berkeley, CA 94707

For purposes of this License, all notices to Licensee shall be addressed to:

Peter D'Angelo, or current President  
Berkeley Folk Dancers  
P. O. Box 9091  
Berkeley, CA 94709

**5. MAINTENANCE AND ALTERATIONS**

a. Licensee shall maintain the Property used pursuant to this License in good order and repair and reasonably free and clean of all debris, trash and rubble. Upon termination of this License, Licensee shall, at its own cost, remove any equipment or materials installed by Licensee and shall surrender the Property to City in the same condition as at the commencement of this License. Licensee shall reimburse the City for any expenses incurred by the City for any damage to the Property resulting from this License.

b. Licensee shall not construct or place any facilities on the Property, or install any equipment on the Property, or make any alterations or improvements to the Property, without the City's prior written consent.

**6. ACCESS TO PROPERTY; TAXES, ASSESSMENTS, AND OTHER CHARGES**

a. The City, including its agents and employees, reserves the right to enter the Property and make any improvements thereon at reasonable times, provided such entry does not cause unreasonable interference with Licensee's activities. Licensee does not by this License obtain an exclusive right, against the City or the public, to any part of the Property.

b. Licensee shall pay all personal property taxes levied on account of personal property owned by Licensee on the Property, and pay any in-lieu, possessory interest, or use taxes imposed by reason of Licensee's use or occupancy of the Property.

**7. ASSIGNMENT AND SUBLICENSING PROHIBITED**

This License is personal to Licensee. Notwithstanding references to assignees and/or sub licensees elsewhere in this License, if any, Licensee may not assign or sublicense this License in whole or in part, and any attempt to assign or sublicense this License shall terminate it.

**8. INDEMNIFICATION**

Licensee shall indemnify, defend and hold City, its officers, agents, volunteers and employees harmless from: 1) all claims of liability for any damage to property or injury or death to any person occurring in, on, or about the Property; 2) all claims of liability arising out of or in any way connected with Licensee's operations under this License, or any act or omission by Licensee, its officers, partners, directors, employees, agents, contractors, subcontractors or invitees; and 3) all damages, liability, fines, penalties, and any other consequences arising from any noncompliance or violation of any laws, ordinances, codes, or regulations, including but not limited to the Occupational Safety and Health Act of 1979 and the Americans with Disabilities Act of 1990. Except, however, that City shall hold Licensee harmless from all claims of liability for damage resulting from the negligent acts or omissions of City or its authorized representatives.

**9. INSURANCE**

a. Licensee at its cost shall maintain commercial general liability and property damage insurance with a single

combined liability limit of \$1,000,000 and property damage limits of not less than \$4000 per occurrence insuring against all liability of Licensee and its authorized representatives arising out of and in connection with Licensee's use or occupancy of the Property. All such insurance shall insure performance by Licensee of the preceding indemnity provisions. All insurance shall name the City, its officers, agents, volunteers and employees as additional insureds and shall provide primary coverage with respect to the City.

b. If the insurance referred to above is written on a Claims Made Form, then following termination of this License, coverage shall survive for a period of not less than five years. Coverage shall also provide for a retroactive date of placement coinciding with the effective date of this License.

c. Licensee at its cost shall maintain on all its personal property, Licensee's improvements, and alterations, in, on, or about the premises, a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements. This coverage shall be considered primary, and the proceeds from any such policy shall be used by Licensee for the replacement of personal property or the restoration of Licensee's improvements or alterations.

d. Licensee shall forward all insurance documents to Virginia Aiello, Sr. Management Analyst, Recreation Division, 1947 Center St., First Floor, Berkeley, California, 94704.

#### **10. CONFORMITY WITH LAW**

a. Licensee shall observe and comply with all applicable laws. Licensee shall release, defend, indemnify and hold harmless City, its officers, agents, volunteers and employees from any and all damages, liability, fines, penalties and consequences from any noncompliance or violation of any laws, ordinances, codes or regulations. Except, however, that City shall hold Licensee harmless from all claims of liability for noncompliance or violation of any laws, ordinances, codes or regulations by the City or its authorized representatives.

b. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this License, Licensee shall immediately notify the City's Risk Manager by telephone. If any accident occurs in connection with this License, Licensee shall promptly submit a written report to City, in such form as the City may require. This report shall include the following information: 1) name and address of the injured or deceased person(s); 2) name and address of Licensee's sub licensee, if any; 3) name and address of Licensee's liability insurance carrier; and 4) a detailed description of the accident, including whether any of City's equipment, tools or materials were involved.

c. If a release of hazardous materials or hazardous waste occurs in connection with the performance of this License, Licensee shall immediately notify the Berkeley Police Department and the City's Emergency and Toxics Management office.

d. Licensee shall not store hazardous materials or hazardous waste within the City of Berkeley without a proper permit from the City.

#### **11. INDEPENDENT CAPACITY**

For purposes of this License, and for the duration of this License, Licensee, including its agents and employees, shall be, and is, an independent contractor and not an agent or employee of the City. Licensee has and shall retain the right to exercise full control and supervision of the services, and full control over the employment, direction, compensation and discharge of all persons assisting Licensee in the performance of this License. Licensee shall be solely responsible for all matters relating to the payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters, and shall be solely responsible for its own acts and those of its agents and employees.

#### **12. CITY NON-DISCRIMINATION ORDINANCE**

Licensee hereby agrees to comply with the provisions of Berkeley Municipal Code ("B.M.C.") Chapter 13.26 as amended from time to time. In the performance of this License, Licensee agrees as follows:

a. Licensee shall not discriminate against any employee or applicant for employment because of race, color,

religion, ancestry, national origin, age (over 40), sex, pregnancy, marital status, disability, sexual orientation or AIDS.

b. Licensee shall permit the City access to records of employment, employment advertisements, application forms, EEO-1 forms, affirmative action plans and any other documents which, in the opinion of the City, are necessary to monitor compliance with this non-discrimination provision. In addition, Licensee shall fill out, in a timely fashion, forms supplied by the City to monitor this non-discrimination provision.

**13. NON-DISCRIMINATION AGAINST PERSONS WITH DISABILITIES**

a. If Licensee provides any aid, service or benefit to others on the City's behalf, Licensee shall, in the provision of such aid, service or benefit, observe and comply with all applicable provisions of Title II of the Americans with Disabilities Act of 1990 and any amendments thereto. Licensee shall further observe and comply with all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination against individuals with disabilities and shall ensure that individuals with disabilities are not excluded from participating in or receiving benefits, services or activities of the City.

b. If Licensee is or becomes a "public accommodation" as defined in Title III of the Americans with Disabilities Act of 1990, Licensee shall observe and comply with all applicable provisions of the Act and any amendments thereto, and all applicable federal, state, municipal and local laws, ordinances, codes and regulations prohibiting discrimination on the basis of disability in the full and equal enjoyment of goods, services, facilities, privileges, advantages, or accommodations offered by the Licensee. All Licensee's activities must be in accordance with these laws, ordinances, codes, and regulations, and Licensee shall be solely responsible for complying therewith.

**14. OPPRESSIVE STATES**

a. In accordance with Resolution No. 59,853-N.S., Licensee certifies that it has no contractual relations with, and agrees during the term of this License to forego contractual relations to provide personal services to or to purchase, sell, lease or distribute commodities in the conduct of business with, the following entities:

- (1) The governing regime in any Oppressive State.
- (2) Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- (3) Any individual, firm, partnership, corporation, association, or any other commercial organization, and including parent-entities and wholly-owned subsidiaries (to the extent that their operations are related to the purpose of its contract with the City), for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

b. For purposes of this License, the Tibet Autonomous Region and the provinces of Abo, Kham, and U-Tsang shall be deemed oppressive states.

c. Licensee's failure to comply with this section shall constitute a default of this License and City may terminate this License pursuant to Section 2. In the event that the City terminates this License due to a default under this provision, City may deem Licensee a non-responsible bidder for five (5) years from the date of termination.

**15. LIVING WAGE ORDINANCE**

a. Licensee agrees to comply with Berkeley Municipal Code Chapter 13.27, the Berkeley Living Wage Ordinance. If Licensee employs six (6) or more part-time, full-time or stipend employees, and generates \$350,000 or more in annual gross receipts, Licensee will be required to provide all eligible employees with City mandated minimum compensation during the term of this License, as defined in B.M.C. Chapter 13.27, and well as comply with the terms enumerated herein.

b. Licensee shall be required to maintain all reasonable records and documents that would establish whether Licensee is subject to Berkeley's Living Wage Ordinance (LWO). If Licensee is subject to the LWO, as defined therein, Licensee shall be further required to maintain monthly records of those employees located on the Property. These records shall include the total number of hours worked, the number of hours spent providing service on the

Property, the hourly rate paid, and the amount paid by Licensee for health benefits, if any, for each of its employees providing services under the License. The records described in this Section shall be made available upon the City's request. The failure to produce these records upon demand shall be considered grounds for termination of this License in accordance with section 2 of this License.

c. If Licensee is subject to the LWO, Licensee shall include the requirements of the ordinance, as defined in B.M.C. Chapter 13.27, in any and all sublicense agreements in which Licensee enters with regard to the Property. Sub licensees shall be required to comply with this ordinance with regard to any employees who spend 25% or more of their compensated time on the Property.

d. If Licensee fails to comply with the requirements of the LWO and this License, the City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Licensee's failure to comply with this Section shall be considered grounds for termination of this License in accordance with section 2 of this License.

In addition, at City's sole discretion, Licensee may be responsible for liquidated damages in the amount of \$50 per employee per day for each and every instance of an underpayment to an employee. It is mutually understood and agreed that Licensee's failure to pay any of its eligible employees at least the applicable living wage rate will result in damages being sustained by the City; that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damage for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty of forfeiture for Licensee's breach.

**16. BERKELEY EQUAL BENEFITS ORDINANCE**

a. Licensee hereby agrees to comply with the provisions of the Berkeley Equal Benefits Ordinance, B.M.C. Chapter 13.29. If Licensee generates \$350,000 or more in annual gross receipts, Licensee will be required to provide all eligible employees with City mandated equal benefits during the term of this License, as defined in B.M.C. Chapter 13.29, as well as comply with the terms enumerated herein.

b. If Licensee is currently or becomes subject to the Berkeley Equal Benefits Ordinance, Licensee agrees to supply the City with any records the City deems necessary to determine compliance with this provision. Failure to do so shall be considered grounds for termination of this License in accordance with section 2 of this License.

c. If Licensee fails to comply with the requirements of this Section, City shall have the rights and remedies described in this Section, in addition to any rights and remedies provided by law or equity.

Licensee's failure to comply with this Section shall constitute grounds for termination of this License in accordance with section 2 of this License.

In addition, at City's sole discretion, Licensee may be responsible for liquidated damages in the amount of \$50.00 per employee per day for each and every instance of violation of this Section. It is mutually understood and agreed that Licensee's failure to provide its employees with equal benefits will result in damages being sustained by City; that the nature and amount of these damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein is the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damage amount is not intended as a penalty or forfeiture for Licensee's breach.

**17. CONFLICT OF INTEREST PROHIBITED**

a. In accordance with Government Code section 1090, Berkeley City Charter section 36, and the B.M.C. Chapter 3.64, neither Licensee nor any employee, officer, director, partner or member of Licensee, or immediate family member of any of the preceding, shall have served as an elected officer, an employee, or a City board, committee or commission member, who has directly or indirectly influenced the making of this License.

b. In accordance with Government Code section 1090 and the Political Reform Act, Government Code section 87100 *et seq.*, no person who is a director, officer, partner, trustee, employee or consultant of the Licensee, or immediate family member of any of the preceding, shall make or participate in a decision made by the City or a City board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Licensee.

c. Interpretation of this section shall be governed by the definitions and provisions used in the Political Reform Act, Government Code section 87100 *et seq.*, its implementing regulations, manuals and codes, Government Code section 1090, Berkeley City Charter section 36 and B.M.C. Chapter 3.64.

**18. NUCLEAR FREE BERKELEY**

Licensee agrees to comply with B.M.C. Chapter 12.90, the Nuclear Free Berkeley Act.

**19. RECYCLED PAPER FOR WRITTEN REPORTS**

If Licensee is required by this License to prepare a written report or study, Licensee shall use recycled paper for said report or study when such paper is available at a cost of not more than ten percent (10%) more than the cost of virgin paper, and when such paper is available at the time it is needed. For the purposes of this License, recycled paper is paper that contains at least fifty percent (50%) recycled product. If recycled paper is not available, Licensee shall use white paper. Written reports or studies prepared under this License shall be printed on both sides of the page whenever practical.

**20. PESTICIDES; EFFECT ON SUCCESSORS AND ASSIGNS; RISK OF LOSS**

a. All use of pesticides on the premises shall be in compliance with the City of Berkeley's Pesticide Use Policy, as it exists at the time of such use.

b. This License shall be binding on and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

c. Licensee bears all risk of loss under this License.

**21. SETOFF AGAINST DEBTS**

Licensee agrees that City may deduct from any payments due to Licensee under this License any amounts due to the City, and any monies that Licensee owes City under any ordinance, agreement or resolution for any unpaid taxes, fees, licenses, unpaid checks or other amounts.

**22. GOVERNING LAW; AMENDMENTS**

a. The laws of the State of California shall govern this License.

b. The term of this License shall not be altered or otherwise modified except by a written amendment to this License executed by City and Licensee.

**23. CITY BUSINESS LICENSE, PAYMENT OF TAXES, TAX I.D. NUMBER**

Licensee has obtained a City business license as required by B.M.C. Chapter 9.04, and its license number is written below; or, Licensee is exempt from the provisions of B.M.C. Chapter 9.04 and has written below the specific B.M.C. section under which it is exempt. Licensee shall pay all state and federal income taxes and any other taxes due. Licensee certifies under penalty of perjury that the taxpayer identification number written below is correct.

**24. SEVERABILITY; WAIVER**

a. If any part of this License or the application thereof is declared invalid for any reason, such invalidity shall not affect the other terms of this License which can be given effect without the invalid provision or application, and to this end the provisions of this License are declared to be severable.

b. Failure of City to insist on strict performance shall not constitute a waiver of any of the provisions of this License or a waiver of any other default of Licensee.

**25. ENTIRE AGREEMENT**

a. The terms and conditions of this License, all exhibits attached and any documents expressly incorporated by reference represent the entire agreement between the parties with respect to the subject matter of this License. This License shall supersede any and all prior agreements, oral or written, regarding the subject matter between City and Licensee. No other agreement, statement, or promise relating to the subject matter of this License shall be valid or binding except by a written amendment to this License.

b. If any conflicts arise between the terms and conditions of this License and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this License shall control.

**IN WITNESS WHEREOF**, City and Licensee have executed this License as of the date written on the first paragraph of this License.

CITY OF BERKELEY

By \_\_\_\_\_  
CITY MANAGER

Registered by:

Approved as to form:

\_\_\_\_\_  
CITY AUDITOR

\_\_\_\_\_  
CITY ATTORNEY

Attest:

\_\_\_\_\_  
CITY CLERK

Berkeley Folk Dancers, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Tax Identification No. \_\_\_\_\_.

Berkeley Business License No. \_\_\_\_\_

Incorporated: Yes \_\_\_ No \_\_\_

Certified Woman Business Enterprise: Yes \_\_\_ No \_\_\_

Certified Minority Business Enterprise: Yes \_\_\_ No \_\_\_

If yes, state ethnicity: \_\_\_\_\_

Certified Disadvantaged Business Enterprise: Yes \_\_\_ No \_\_\_

## Attachment 1

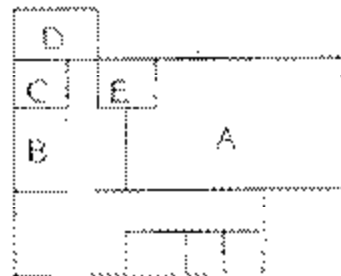
FY 2006/2007					
Days	Time	# of Days	#of Reg. Hours	#Non-Reg. Hours	Holiday Hours
Monday-Friday	7:45-9:45 PM	243	486		
Friday Fun Nights	9:45-10:45 PM	4	4		
Saturday (Festival of the Oaks)	9:00AM-6:00PM	1	9		
Saturday (Birthday Ball)	4:00-11:00PM	1	7		
Sunday (New Year's Eve)	8:00-12:00 PM	1		4	
Holidays	7:45-9:45	7			14
<b>Total</b>			<b>506</b>	<b>4</b>	<b>14</b>
FY 2007/2008					
Days	Time	# of Days	# of Reg. Hours	#Non-Reg. Hours	Holiday Hours
Monday-Friday	7:45-9:45 PM	242	486		
Friday	9:45-10:45 PM	4	4		
Saturday (Festival of the Oaks)	9:00AM-6:00PM	1	9		
Saturday (Birthday Ball)	4:00-11:00PM	1	7		
Monday (New Year's Eve)	8:00-12:00 PM	1	4		
Holidays	7:45-9:45 PM	7			14
<b>Total</b>			<b>510</b>	<b>0</b>	<b>14</b>

**LIVE OAK CENTER** Shattuck & Berryman

For reservations and information call ~~644-8513~~ **981-6690**

Live Oak Recreation Center is suitable for a wide range of activities from community meetings to weddings.

- A. Social Hall - good for large meetings, athletic events - 200 people
- B. Fireside Room - excellent for community meetings, exercise classes, social activities, and wedding receptions - 75 people
- C. Community Room - good for meetings and classes - 30 people
- D. Arts and Crafts Room - good for a variety of activities - 45 people
- E. Kitchen



Live Oak Park has 5.5 acres of trees and grass areas with a flowing stream running through it. Live Oak park has picnic areas, fireplaces, a tiny tot area, basketball, lighted tennis and volleyball courts.

