

Office of the City Manager

City of Richland Hills, Texas

Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council
From: Curtis E. Hawk, City Manager
Date: May 16, 2013
Subject: Amendment to Community Center/Pavilion Reservation Application and Fee Schedule.

City Council Action Requested:

Consider Approving New Community Center and Pavilion Reservation Application and amending Fee Schedule by amending Section 5 of Facility Rental Policy as set out below.

Background Information:

Currently a separate reservation application form is required for the Community Center and the pavilions at Creek Trail Park and Rosebud Park. The current reservation form at the Community Center has a requirement to "List name, address, and phone number of two responsible adults not living at your address and who will be present at the event at all times other than yourself." Although I am not sure of the genesis of this requirement, it serves no practical purpose and it presents a number of problems to the extent that it needs to be removed. The proposed new application form attached below eliminates this requirement, and can be used for the Community Center and the two pavilions.

The fee schedule for the facilities has not changed since approved by Council on September 9, 2008 with the adoption of the Facility Rental Policy. The policy provides in *Section 5. Rent/Deposit Exemption* as follows: *Senior Citizens and non-profit organizations whose focus is to benefit the local community shall be exempt from having to pay the rent and deposit specified herein, but such renters shall otherwise be required to comply with all the other terms and conditions of this policy.*

Memo to Council, Community Center Reservation
May 21, 2013 Council Meeting
Page 2 of 3

The Facility Rental Policy and the resulting fee schedule are in need of substantial review and, potentially, updating to reflect current need for facility usage and an equitable fee structure. This shall be undertaken concurrent with the development of the Proposed FY 2013-14 Annual Operating Budget and is not the subject of the request now before City Council.

There have been a number of situations where questions have arisen regarding use of the Community Center by city staff, city board members, and members of the City Council for events designed to benefit the community, but not part of an official, scheduled city event. It is staff's belief that it is in the best interest of the City of Richland Hills and the community to extend the exemption in Section 5 of the Facility Rental Policy to these city officials.

Staff recommends Council approve the new combined Community Center and Pavilion Reservation Application attached hereto, and to provide the exemption to city officials in "Section 5. Rent/Deposit Exemption" by amending the section as follows:

*Section 5. Rent/Deposit Exemption. **City Officials, Senior Citizens and non-profit organizations whose focus is to benefit the local community shall be exempt from having to pay the rent and deposit specified herein, but such renters shall otherwise be required to comply with all the other terms and conditions of this policy.***

All other provisions of the existing policy and fee schedule will remain in place until further action is requested.

Board/Citizen Input:

N/A

Financial Impact:

Negligible

Memo to Council, Community Center Reservation
May 21, 2013 Council Meeting
Page 3 of 3

Staff Contacts:

Curtis E. Hawk, City Manager
817-616-3806
chawk@richlandhills.com

Attachments:

Proposed Community Center and Pavilion Reservation Application
Existing Community Center Reservation Application
Facility Rental Policy (Approved September 9, 2008)

9. **APPROVE RECEIPT OF FISCAL YEAR 2009 LOAN STAR LIBRARY GRANT AWARD-**

City Manager James Quin advised this item was for consideration to approve receipt of Fiscal Year 2009 Loan Star Library Grant Award for the amount of \$6,300.

Theresa Tillery, Library Director, briefed Councilmembers on the grant award and the recommendations for the grant.

MOTION: A motion was made by Councilmember Phil Heinze, and seconded by Councilmember Larry Marrs to approve. Motion carried by a vote of 5-0.

10. **APPROVE AMENDMENTS TO CITY FACILITY RENTAL POLICY AND CLASS AND ROOM RENTAL FEE SCHEDULE -**

City Manager James Quin advised the following was for consideration to approve certain amendments to the City Facility Rental Policy and proposed increases in recreation class fee and room/facility rental rates.

Theresa Tillery, Director of Leisure Services, briefed Councilmembers on the fee schedule.

Rental rates increased by 25%;
\$40.00 extra cost for non-residents for indoor facilities;
A deposit of \$150.00 is required for all indoor facilities;
A deposit of \$100.00 is required for all Park Pavilions;
\$44.00 per 4-hour rental for non-residents for Park Pavilions
General identification documents are required for proof of identity.

Councilmember Don Acker requested a future agenda item addressing guidelines for leasing city owned property.

MOTION: A motion was made by Councilmember Phil Heinze, and seconded by Mayor Pro Tem Jeff Ritter to approve. Motion carried by a vote of 5-0.

11. **APPROVE CASTING VOTE FOR MAYOR RAGAN TO SERVE ON TML RISK POOL BOARD OF TRUSTEES -**

City Manager James Quin advised the following was for consideration to approve casting of vote for Mayor Ragan to serve on the Texas Municipal League Intergovernmental Risk Pool Board of Trustees.

MOTION: A motion was made by Councilmember Kenney Davis, and seconded by Mayor Pro Tem Jeff Ritter to approve. Motion carried by a vote of 5-0.

CITY OF RICHLAND HILLS FACILITY RENTAL POLICY Effective September 9, 2008

The City of Richland Hills Community Center and park pavilions will be available for use by the public or private organizations when regularly scheduled activities are not in session. The buildings will be scheduled on a first come basis for single reservations. The following is a schedule of fees and policies governing the rental and/or use of the buildings or pavilions.

1. The renter's execution of the rental application constitutes the renter's agreement with the terms and conditions of this Facility Rental Policy which shall be incorporated into such application by reference.
2. The buildings may be reserved for public use when Community Center programming is not scheduled.
3. Rental. Indoor rentals have specific rental time slots. A set rental fee will be charged for each or any part of that specific time slot. The rental times and rates are as follows:

Indoor Facilities (\$40 extra cost for non-residents of Richland Hills)

	7am-10am	10am-4pm	4pm-11pm	All
Day				
Large Room	\$31	\$81	\$94	\$155
Meeting Room	\$25	\$25	\$33	\$ 41

Park Pavilions 4 hour increments (choice of renter); must be hours of consecutive use during hours that parks are open to the public. Outdoor pavilions are located at Creek Trail and Rosebud Parks.

Rental fee for residents: None.

Rental fee for non-residents: \$44.00 per 4-hour rental.

4. Deposit. A deposit of \$150.00 is required for all for indoor facilities. A deposit of \$100.00 is required for all for Park Pavilions. The purpose of the deposit is to reserve the facility for the date of the event and to cover the cost of any minor damage to the facilities and/or minor cleaning expenses that may be incurred by the City as a result of the renter's use of the facilities. The deposit shall be refunded after the conclusion of the event less any deductions for cleaning and repairs beyond ordinary wear and tear to the facilities as discussed below.
5. Rent/Deposit Exemption. Senior Citizens and non-profit organizations whose focus is to benefit the local community shall be exempt from having to pay the rent and deposit specified herein, but such renters shall otherwise be required to comply with all the other terms and conditions of this policy.

6. Forfeiture of Deposit—Early Cancellation. All reservations must be made in person at the Richland Hills Community Center office at 3204 Diana Drive (next to City Hall). The payment of the deposit will confirm the reservation. Any cancellation must be made no less than three business days before the reservation date. If a three-day written notice of cancellation is not given to the Leisure Services Director and/or Recreation/Special Events Assistant, the deposit will be forfeited. The City reserves the right to assess a fee of \$25.00 for any contract time or date change if it occurs within 5 business days of the rental.

7. Liability for Cleaning Charges and Damages to Facilities. Should renter fail to adequately clean the facility in accordance with the terms of this policy or should the facility be damaged by renter's negligence beyond normal wear and tear, and the cost to repair the damage is beyond the amount of the deposit, renter shall be liable to the City for such cleaning or repair costs. In such event, renter shall reimburse the City upon demand for such incurred costs. In the event renter shall fail to reimburse the City for such demanded costs, renter shall be liable to the City for all costs expended to enforce the terms of this policy, including, but not limited to, the costs of reasonable attorney's fees and court costs. The City's right to recover attorney's fees under these circumstances is specifically permitted by section 271.159 of the Texas Local Government Code.

8. Rental time includes decorating, setup, and clean up. If a facility rental exceeds the amount of time designated on the rental contract, the security deposit may be used to cover this additional expense. The additional time will be prorated at a charge of \$25.00 per hour. A rental is considered continuous if there is no break in the hours of use. These fees will be deducted from the security deposit and/or be billed to the renter if the security deposit has been exhausted.

General Information

Renters may apply for rental sessions when identification and proof of identity are presented. Identification accepted:

- A valid Texas driver's license with a photograph,
- Texas identification document with a photograph,
- Dept. of Public Safety identification card with a photograph,
- Texas or United States higher education institution student or faculty identification with a photograph, or
- United States passport with a photograph.

If these documents do not reflect the current address, then also furnish one of the following items for proof of residence (all forms are to reflect the renter's current address):

- Voter registration card, or
- Rent receipt or lease agreement, or
- Utility bill: telephone, electric, gas, telecommunication, or

- Fishing or hunting license, or
- Property tax receipt, or
- Current payroll receipt, or
- Professional license issued by the Texas Dept. of Licensing, or
- Personalized check, or
- Insurance card (such as automobile or medical or health or dental)

9. Cleaning Responsibility. All renters must leave the facility in an orderly, clean, and undamaged condition by the end of the rental session. All renters shall comply in all respects with the Rental Clean Up policy described hereinbelow. Any renter (and their references) whose deposit is forfeited for one or more policy violations shall be permanently barred from future rentals.

10. When there is a rate change, the former rate shall apply for anyone who has paid a deposit before the date of the rate change.

11. Renters must have their Community Center or Pavilion Reservation Contract and the Facility Rental Policy with them at the facility during the renter's use of the facility.

12. Keys for the Community Center will be checked out at the Community Center office during the week preceding the reservation. Each renter will be contacted to make arrangements for picking up the key and paying the rent.

13. Rentals must be paid no later than 24 hours from the time of the event if the event is scheduled Tuesday through Saturday. Rentals must be paid and key picked up by Friday at 5 p.m. if the event is held Sunday or Monday. Earlier rental payment and key pickup will be accepted.

14. The City shall reserve the right to schedule functions which may necessitate the last minute cancellation of currently scheduled rental sessions. In such event, the renter shall be notified as soon as possible of the cancellation and shall be given the option to cancel or reschedule the event. If the renter chooses to cancel the event, the renter shall be refunded the full amount of the deposit.

15. Fund raising activities shall not be conducted without prior approval. Inquiries are routed through the appropriate supervisor. The Leisure Services Department Supervisor may contact the Richland Hills City Manager for inquiries of this type.

16. All activities must be approved by the Coordinator, Supervisor, and/or the City Manager.

17. Regulation for use of City parks. City Ordinance 70-162. (a) (b). The City reserves the right to refuse facility use as described in Ordinance 70-162 (a) (b).

18. No profanity or obscenity is allowed in the building or on the premises.

19 No alcoholic beverages will be allowed in the building or on the premises per Ordinance No. 695-93. Facilities may be monitored by a Richland Hills Police Officer. Violations of this Ordinance will result in loss of rental privileges and a possible additional fee of \$218.00.

20 No smoking will be allowed in the buildings per Ordinance No. 664-92.

21 In the event that problems may arise with the scheduling of the building, all administrative decisions shall be final.

22 Teenage functions shall be governed by the following regulations:

- One off-duty Richland Hills police officer, provided at the tenant's expense, shall be present at all times during the function and until the building is cleared. However, this requirement may be waived at the discretion of the City Manager.
- A responsible person (21 years of age or older) shall be required to sign the Liability Agreement guarantee against damage to the building for each group of 50 or fewer teenagers.

23. The City reserves the right to require that security be provided at the renter's expense.

24. The City reserves the right to cancel any event in which untrue information was given and/or if the event is thought to be detrimental to the health, safety and welfare of the citizens or to the integrity of the facilities and/or contrary to the rules and regulations governing the use of the facilities.

25. Decorating. Some decorating is permitted, but must first be approved by Coordinator, Supervisor and/or City Manager.

- No decorations may be used that will cause damage to the walls, ceilings, or any area of the room.
- Permanent tape or nails, push pins, or thumb tacks may not be used.
- All decorations shall be completely removed from the premises at the end of the contracted rental time.
- No tape shall be left on the walls or ceilings or any part of the facility.
- Prohibited decorations include, but are not limited to:
 - a. Confetti
 - b. Burning candles or incense, any type of open flame
 - c. Decorations incorporating metallic glitter
 - d. Decorations incorporating aromas or odors
 - e. Fog or smoke machines

26. All activities taking place in the Community Center shall be done in accordance with the City of Richland Hills ordinance relating to noise.
27. The renter must be present during the entire rental time. The only exception is if the bride or groom is the renter. If this is the case, the bride or groom must designate a responsible attendee who has reached the age of 18.
28. Renters are only permitted to use the areas designated on the written contract or application. All children shall be supervised at all times and remain with the user group. Minors must remain in the rented facility room and shall not be allowed to roam unsupervised throughout the facility.
29. Renters are responsible for the complete setup and take down of the tables and chairs. Failure to place the furniture in the designated area may result in forfeiture of deposit and a possible additional fee of \$50.00.
30. The renter agrees to assume all responsibility for any damages done to the equipment or facility as a result of their usage. The renter will be charged for repairs or damages or replacement based on an assessment of any damages or violations of the contract terms. Stains from food or beverages that require professional cleaning which will result in additional expenses to the City, will be charged directly to the renter.
31. If fire or police are summoned and it is determined that the renter or his/her guests were the cause, the full cost associated with the fire or police services will be deducted from the security deposit. If this cost exceeds the cost of the security deposit, the renter will be billed for the remaining costs of these services.
32. Renters must furnish:
 - a. cleaning supplies to disinfect tables, surfaces, sinks, and chairs, and
 - b. trash bags,
 - c. dishwashing soap, and
 - d. any other supplies needed to leave the facility in a clean and acceptable condition for the next renter.
33. The accordion doors located at the entryway to the large meeting room in the northeast corner of the Community Center building are not to be used by the renters.
34. Renters may not bring in any equipment that cannot be easily carried or rolled into the facility. Equipment cannot be dragged across the floor.
35. Renter must limit the number of guests to the amount specified on the contract or application under estimated attendance. The number of guests includes anyone included in the party such as speakers, guests, and attendees. Attendance numbers larger than that stated on the application contract may result in the event being terminated early if the Fire Chief determines that the number of guests exceeds the maximum allowed occupancy of the facility.

36. The City of Richland Hills shall not be responsible for items left by guests, workers, or representatives of the rental event.

37. Failure to adhere to any of the terms and conditions of this policy may result in immediate cancellation of the existing agreement, forfeiture of the security deposit, and restriction from the future use of other City facilities.

38. Forfeiture of Deposit—Violation of Policy. Automatic forfeiture of the deposit will occur under the following conditions:

- Any building door is left unsecured (unlocked).
- Smoking in the building.
- Evidence or presence of alcoholic beverages in the building or premises.
- Setting off fire alarms without probable cause to believe that the facility is on fire (setting off false alarm is illegal and criminal charges may be filed).
- Disturbance of the peace.
- Damage to the facility itself, equipment, furnishings, or decorations including damage from the attachment of banners, posters, streamers, signs, etc. which are beyond normal wear and tear.
- Excess trash left in the building.
- Cleanup procedures not followed.
- Required summoning of the police department due to activities of the participants.
- Failure to clean up the facility by the designated time for the facility to be vacated.

39. The terms and conditions of this policy are subject to revision at any time.

40. The Richland Hills City Council shall be furnished a monthly usage and financial report on the operation of the Community Center and Park Pavilions.

PRIORITY FOR USE OF THE COMMUNITY CENTER

- Events and meetings sponsored by the City
- The Community Center shall be set aside each Thursday for senior citizen activities.
- Nonprofit organizations
- All others

RICHLAND HILLS FACILITY RENTAL CLEAN-UP POLICY

- Please leave chairs stacked 10 high and tables stacked evenly on the table caddies.
- Sweep, mop, and leave the floors clean and ready for the next people that will be using the building. Mop with clean, clear, water only. Brooms and mops are in the hallway closet next to the water fountain.
- Clean oven, stove, refrigerator and kitchen (if used).
- Check restrooms and leave them clean.
- Check the thermostat as you leave. In the summer, leave on 80 degrees. In the winter, leave on 60 degrees. If it is very cold, leave on 70 degrees.
- Carry all bagged and tied trash out and empty into trash barrels at the north end of the building just outside the kitchen or take it home with you. Check for and clean up any loose trash around the buildings.
- Make sure all outside doors are locked. Failure to lock all doors may result in forfeiture of deposit and a possible additional fee.
- Do not close the Community Center folding doors and do not allow children or anyone to tamper with them.
- Leave the building as you wish to find it if you were going to use it after yourself.

Thank you.



CITY OF RICHLAND HILLS RESERVATION FORM

Please check the facility you would like to reserve:

- Community Center
- Pavilion at Creek Trail Park
- Pavilion at Rosebud Park

Date of Application _____ Driver's License Number _____

Name of Person Reserving the Facility _____

Name of Organization _____

Address _____ City _____ Zip _____

Telephone (home) _____ (Work) _____ (Cell) _____

Type of Function _____

Approximate number of guests _____

Date of Reservation _____ Rental Due _____

Time of Reservation _____

Emergency Contact (someone who will be at the event or available in case of an emergency):

Name: _____

Phone: _____

I have read the rules and regulations attached to this reservation application and agree to abide by them.

(Signature)

(Printed Name)

Reservation approved by: _____

For office use only:

Deposit Receipt# _____ Deposit Refund Requested _____



CITY OF RICHLAND HILLS
COMMUNITY CENTER



RESERVATION APPLICATION
(Application must be made in person)

Date of Application _____ Drivers' License Number _____

Name of Person Reserving Building _____

Name of Organizational _____

Address _____ City _____ Zip _____

Telephone (home) _____ (Work) _____

Type of Function _____ Approx. No. of Guests _____

Will there be an admission charge _____ Amount _____

Building _____ Room _____

Date of Reservation _____ Rental Due _____

Time of Reservation _____

List name, address and telephone number of two responsible adults not living at your address and who will be present at the event at all times other than yourself.

1. _____ 2. _____

I have read the rules and regulations attached to this reservation application and agree to abide by them.

Signature of person reserving the building _____

Reservation approved by _____

For office use only:

Deposit Receipt# _____

Deposit Refund Requested _____