



City Council Meeting January 14, 2021 Transmittal Letter

STRATEGIC PILLAR	
<input type="checkbox"/>	Streets/Infrastructure
<input checked="" type="checkbox"/>	Quality of Life
<input type="checkbox"/>	Economic Vitality

Agenda Item #: 9
Agenda Title: Consider rental usage agreement for Dickey-Givens Community Center

Council Action to be taken: Approve as presented or approve with corrections if needed.

Department Submitted: Parks and Recreation

Staff Contact: Jeff Jenkins, Deputy City Manager

1. PURPOSE/DESCRIPTION

The purpose of this item is to consider a usage policy and a fee structure for the Dickey-Givens Community Center.

2. STAFF ANALYSIS / BACKGROUND / PRIOR COUNCIL ACTIONS

The City needs to have base rules and fees in place for the Dickey-Givens Community Center prior to it opening. Staff at this time envisions the facility to open when the community reaches improved levels contained within our adopted COVID-19 criteria levels.

City staff continues to work with the Welfare Workers Club (WWC) on an agreement, to provide assistance with the overseeing portion of the oversight of the facility. If an agreement is reached, it will be provided at a subsequent meeting. By adopting this use agreement, it enable the City to open up the facility, when conditions are right, while working on a possible agreement with the WWC.

Staff envisions the community center to be highly utilized by citizens. The proximity of the center to the Robinson Park amenities will make the community center an attractive rental option for the citizens of Taylor.

3. PROS and CONS

<u>PROS</u>	<u>CONS</u>
<ul style="list-style-type: none">The facility will provide a rental venue for parties, reunions and family events.	<ul style="list-style-type: none">Staff overtime hours will be needed to check in/out renters.Additional budget will be may be necessary for cleaning, upkeep and maintenance.

4. RECOMMENDATION

Proposed Fees

1/2 Day, 4 hours	Whole Day 4+ hours	Deposit	1/2 Day, Non-Profit	Whole Day Non-Profit
\$150	\$250	\$300	\$75	\$125

Deposits – Refundable, subject to procedures.

Non-profit renter must be able to produce proof of non-profit status.

Potential Additional Fees –

- Police fees as per the City of Taylor fee schedule (if needed)
- Damages, if damages exceed the amount of the damage deposit
- Before and/or after-hours fee, if the facility is occupied before or after their scheduled time.

Other Key Points

- Reservations may be made up to one year in advance.
- \$50 non-refundable reservation fee at the time of the booking. This will be applied to the rental fee total.
- The reservation does not include the reservation of the pavilion.
- The refund will be processed via check within 2 weeks.
- The renter is responsible for the set-up and cleanup of the facility.
- All decorations must be removed.
- The city will be reimbursed for damages.
- The renter will be responsible for all cleaning; a cleaning checklist will be provided.
- City staff reserves the right to determine whether police will be required.

5. FUNDING SOURCE

General Fund

6. TIMELINE

Effective upon approval.

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

9a. [Dickey-Givens Community Center Rental Agreement](#)

Dickey-Givens Community Center Rental Agreement

The City of Taylor welcomes you and thanks you for your consideration in renting our Community Center! We hope you and your family or group will enjoy a memorable event. If you encounter a facility problem after business hours, on weekends, or holidays, you may call the designated parks on-call employee for assistance at (512) 318-8672.

Please remember that the **City of Taylor is not responsible for lost or stolen articles**. Be sure to remove all personal items brought into the Center, **as access to the Center is limited to the date of your event only**.

Rental Rates, Deposits & Fees

Rental rates, deposits and fees for use of the Center have been established by the City. Rental Rates are based on a per day basis.

	½ Day 4 hours	Whole Day 4+ hours	Deposit	½ Day Non- Profit	Whole Day Non-Profit
Community Center	\$150	\$250	\$300	\$75	\$125

Deposits (refundable, subject to procedures)

- Damage and clean-up deposit: \$300.00
- Damage deposit will be refunded within two weeks provided that all procedures are met, including building condition and rental agreement times.

Additional Fees (non-refundable)

- Per/hour/per/officer fee as per the City of Taylor fee schedule, with a three-hour minimum. If a police vehicle(s) is needed, then the cost is the City of Taylor fee schedule, per hour per vehicle cost.
- If damages exceed the amount of the damage deposit, the renter will be required to return the facility to pre-use conditions. Fees to be charged will be for the direct costs of labor, materials, supplies and equipment.
- Before or after-hours fee: For any event that the renter occupies the facility **before their scheduled time and/or past their scheduled time, the entire damage deposit will be forfeited.**

Reservations

The community center may be reserved up to one year in advance. Reservations must be made 2 weeks in advance.

Payment

The City of Taylor requires a \$50.00 **non-refundable** rental reservation fee at the time of the booking. This will be applied to the rental fee total. The balance of the rental fee and the damage deposit are due 7 days prior to the event. If the event is cancelled within 7 days prior to the event, the damage deposit will be the only fee refunded.

Restrictions

The Community Center shall not be used for the following purposes:

- No outside organization or individual shall be able to reserve the community center more than six days within a calendar year.
- The rental of the Community Center **DOES NOT** include the reservation of the park pavilion.

Important Rental Information

- A special event permit is required for all events where the general public is invited.
- The City designee has the right to refuse rental if the proposed event conflicts with scheduled events or if the proposed use is perceived to be physically detrimental to the facility. All rentals must be approved in writing by the designee.
- Representatives of all groups and entities, and any person or entity reserving the Center, agree to indemnify the City of Taylor for all personal injuries and property damages incurred from the use and occupation of the facility.
- Official use of the Center will take precedence over any and all reservations that may be in effect in the event of an emergency (as identified by the City of Taylor Emergency Operations Management Team).
- A renter may be denied the ability to rent the facility in the future if the rental procedures are not followed.
- The building capacity is for 225 people (with chairs) and 105 for tables and chairs. The meeting area is approximately 1550 sq. ft.

Refunds

Upon examination of the building, the deposit will be refunded less any damages or clean-up charges. **The refund will be processed via check within two weeks of the completion of your rental.**

Insurance

The insurance requirements will be followed if the event requires a City of Taylor Special Event Permit.

Set-up Requirements

- It shall be the responsibility of the person signing the rental agreement to be on-site for the entire duration of the rental and to comply with and enforce all City policies, rules, and regulations pertaining to the community center usage.
- Renter shall comply with all laws – federal, state and local – including all ordinances of the City of Taylor and all rules, regulations, and requirements of the Parks and Recreation, Police, and Fire Departments.
- Renter is responsible for the set up and clean-up of the facility and must include time needed for set up, decoration, and clean up in the requested rental time.
- Renter shall be permitted to use only the areas which have been rented during the time period. Renter shall not do or permit to be done, in or upon any portion of the facility or its premises, anything that will obstruct or interfere with the rights of the other renters of the facility.
- At no time shall a renter sub-lease or assign its rental to another individual, group, or organization.
- Additional services which are not normally provided by the City such as special sound and lighting equipment, additional stage facilities, extra electrical and utility services, etc., must be furnished solely by the individual or association who agrees to acquire necessary electrical, health, sound, and other permits as may be required and to comply with all codes and laws of the City of Taylor, as well as all County, State and Federal codes and laws.

Decorations

- Renter requiring additional services/equipment other than which are normally provided by the facility must be furnished solely by the renter and are subject to the department's approval. Renter agrees to assume all necessary expenses.
- Renter shall not be permitted to nail, tack, screw, or otherwise physically attach materials to any part of the facility. Masking tape, painter's tape or scotch tape are preferred, if necessary. No items may be hung from the ceiling. All decorative materials must be treated with flame proofing and meet the requirements of the City of Taylor Fire Codes.
- All decorations must remain inside area that is rented and completely removed at conclusion of rental.

Alcoholic Beverages

In the state of Texas, any person who provides alcoholic beverages to another may be responsible for the actions of that person, including injuries to persons or property. The City of Taylor does not assume any responsibility for injuries arising out of any events not sponsored by the City. Individuals should use special care if alcoholic beverages are being served at the event. Additionally, all sales of alcoholic beverages are to be made in compliance with the Texas Alcoholic Beverage Commission. For questions concerning the sale of alcoholic beverages and/or obtaining a permit, call the Texas Alcoholic Beverage Commission's Austin District Office at (512) 451-0231.

Cleaning Requirements

- All trash must be bagged and disposed of properly in trash receptacles. Large events may be required to provide dumpsters.
- All decorations must be removed.
- The City will be reimbursed by user/renter/group for any costs incurred due to damages or additional cleaning, an additional charge may be deducted from the damage deposit.
- The renter will be responsible for cleaning/sweeping/mopping the facility after the rental. A cleaning checklist will be provided.

Security Requirements

- One chaperone (at least 21 years old) shall be required for every 25 minors (up to 18 years of age). Chaperones shall be present when the rental begins, be present throughout the rental time, and shall not leave the area until all youth have vacated the immediate area.
- City staff shall reserve the right to determine whether police security shall be required during a scheduled activity and, in collaboration with the Taylor Police Department, shall determine the amount of security required during the occupancy of the facility. If the renter refuses to assume the cost of such police security, then the rental shall be subject to cancellation.
- All applications must state the maximum expected attendance. A rental may be shut down immediately by City staff or Taylor Police Department without refund of deposit or rental fees on the following conditions:
 1. If expected attendance exceeds maximum number stated by greater than 10%.
 2. Breach of the Peace.

Prohibited Activities and Items

- Sidewalk chalk, glitter, confetti eggs, water balloons and piñatas are prohibited.
- Commercial solicitation and transactions are prohibited.
- Golfing, archery, remote control vehicles including planes, and horseback riding are prohibited. Firearms are prohibited except as authorized by law.
- Animals are not allowed in the building except for service animals.
- Bounce houses are not allowed on any grass area of the park.
- Glass containers ARE NOT permitted in the parks, leased facilities, or parking lots.
- Where vehicle parking lots or areas have been set aside in any park in the city, no vehicle shall be driven over or across the curbs, sidewalks, grass or lawn within the park, and vehicles shall be parked in the parking lots or areas as designated and not elsewhere unless approved by City staff.
- Campfires and open burning are not allowed. Personal barbeque grills are allowed in the parking lot only.
- The City of Taylor is not responsible for lost, damaged or stolen personal items during your rental period.

**Dickey-Givens Community Center
Reservation Application**

Instructions: Please completely fill out the application and bring this form with the required deposit in person to 1424 N. Main Street. Your contact person is responsible for all the requirements of the Center. Please read the entire policy prior to completing this form. Your reservation will not be scheduled until the City receives this completed form and deposit.

Name of Individual filling out application: _____

Organization Name: _____

Circle Type of Organization: Business Nonprofit Taylor Nonprofit Taylor ISD City Affiliated

Organization Address: _____

Organization or Contact Phone Number: _____

Meeting Date: _____ Approx. Number of Attendees: _____ Open to Public: yes no

Meeting Time (includes setup & cleanup): _____

Purpose of function: _____

As the authorized representative of the above organization or business, I hereby apply for use of the Dickey-Givens Community Center. My group and I agree to follow all the rules and procedures in the Meeting Room Policy and understand that my group or I will be responsible for paying any damages, losses or cleaning expense that may result in our use of the Meeting Room.

Signature: _____

Title: _____ Date: _____

Staff information only:

Application received (date): _____ by Staff (name): _____

Deposit amount received: _____ Facility Rental received: _____

Security amount received: _____

Nonprofit status verified: _____

Application Approved _____ Not Approved _____

Reason Not Approved: _____

Staff Signature: _____ Date: _____