ORDINANCE #: 2014-12-18B

CHAPTER 87: COMMUNITY CENTER RULES & REGULATIONS

AN ORDINANCE ADDING CHAPTER 87 TO THE CITY OF OVERTON CODE OF ORDINANCES; ESTABLISHING RULES AND REGULATIONS FOR THE RENTAL OF THE OVERTON COMMUNITY CENTER BUILDING AND PROVIDING A SEVERABLITY CLAUSE AND DECLARING A PENALTY FOR VIOLATIONS OF CERTAIN RULES; REGULATIONS PROVIDED WITHIN; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, it is the intent of the City Council of the City of Overton to protect the public health, safety, and welfare, of the citizens of Overton, Texas; and

WHEREAS, the establishment of rules and regulations for the rental and use of the publicly owned Community Center facility is in the best interest in the protection of this public facility; and

WHEREAS, a goal of this ordinance is to establish such rules and regulations for the rental and use of said Community Center; and

WHEREAS, it is necessary to protect the rights of all citizens who, for legitimate reasons, for the continued preservation and future use of this public facility; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF OVERTON, TEXAS:

THAT the Code of Ordinances, City of Overton, Texas, is hereby amended by adding CHAPTER 87 entitled "COMMUNITY CENTER RULES & REGULATIONS", to read as follows:

SEC. 87.01 PURPOSE:

The purpose of the Overton Community Center Rules & Regulations is to protect public health, safety, welfare and publicly owned facility.

SEC. 87.02 DEFINITIONS.

Alcoholic Beverage. Means alcohol, or any beverage containing more than one-half of one percent of alcohol by volume, which is capable of use for beverage purposes, either alone or when diluted.

Beer. Means a malt beverage containing one-half of one percent or more of alcohol by volume and not more than four percent of alcohol by weight

City Hall Personnel. A representative of the City of Overton, specifically the Utility Billing Clerk, Finance Director or City Secretary.

Community Center. A publicly owned facility located at 505 Meadowbrook Drive, Overton, Texas.

Lessee. A person or organization that seeks to lease / rent the Overton Community Center

Lease. The agreement to pay a set fee, as set forth in Appendix A – Schedule of Fees, for the purpose utilization of the Overton Community Center.

Security Deposit. A set fee, as set forth in Appendix A – Schedule of Fees, for the purpose of securing a said rental date and insuring that the said Community Center building, equipment and grounds shall be left in the same clean condition as when it was rented.

Sponsor. A responsible adult given the authority by the Lessee to supervise and be a representative of the Lessee in insuring the public facility is protected from damage to the grounds, equipment and building.

Wine and Vinous Liquor. Means the product obtained from the alcoholic fermentation of juice of sound ripe grapes, fruits, berries, or honey, and includes wine coolers.

SEC. 87.03 RULES & REGULATIONS.

1. Lease Agreement application form must be submitted to City Hall personnel in person by the individual leasing the building.
2. The lease is not considered in effect until the Security Deposit has been paid in full.
3. Reservations will be taken in order of reservation requested. Roll over reservations/ deposits are not allowed (lessee must complete a new lease agreement application for each reservation).
4. Lessee must be a responsible adult, at least twenty-one (21) years of age, and must submit payment in full and provide a signed complete Lease Agreement application before the key will be issued.
5. Lessee must disclose on said Lease Agreement application whether there will be any alcoholic beverages present, allowed, provided or served at the Community Center during the rental time. If there will the consumption of any alcoholic beverage at said event; it is the lessees responsibility to provide the following:
    a. Licensed commissioned police officer to provide security before, during, and after the event.
    b. T.A.B.C. Certified Server must be in charge of mixed beverage service
6. Building key must be returned to City Hall with Community Center Clean Up List form signed as soon as possible following use of the building. (Key may be placed in the drop box located to the right of City Hall front door.)
7. Lessee shall be held accountable for any damage done to the building, equipment and/or grounds for reasonable replacement/repair costs.
8. Lessee agrees to leave the building, equipment and grounds in clean and orderly condition.
9. Lessee shall be held responsible for the decent and orderly conduct of all guests or persons allowed access to the premises during the lease. Failure to do so as agreed will result in forfeiture of the security deposit made by the lessee.
10. Sponsors of parties for minors must be present at all times. It is required that there is at least one sponsor for each ten (10) minors.
11. The City of Overton has the right to terminate the lease for the need or use of any City sponsored event and/or damage to the building or failure to leave the premises clean in accordance with the Community Center Clean Up List.

12. Lessee and sponsors agree to see that the following rules are observed, and that all property of the City of Overton is protected against loss or breakage and left in a clean and orderly manner. Kitchen, stove, oven, restrooms, tables, chairs are to be cleaned and put away after each event.
    a. Any decorations used must be attached only using tape and must be removed as per the posted Community Center Clean Up List. Nails, staples or anything that leaves holes in the walls or woodwork is strictly prohibited; the security deposit shall be forfeited if nail holes, staples or tape remnants are found.
    b. Moving of any appliances is strictly prohibited and will result in forfeiture of security deposit and loss of future use of the building.
    c. Smoking is strictly prohibited inside of the Community Center
13. The City of Overton shall furnish only that which is at hand. Any service other than keeping the building clean will have to be furnished by the lessee.
14. Security Deposit fee shall be forfeited if reservation is not cancelled at least seven (7) calendar days prior to the reservation date. Failure to cancel reservation at least forty-eight (48) hours prior to scheduled event shall result in the loss of the Security Deposit and Rental Fee. Cancellations will be accepted by phoning City Hall personnel. Unless contact is made, forfeiture of fees shall be assessed.
15. The Community Center is furnished for your pleasure and benefit, and charges are made for the actual maintenance and upkeep of the building. Please be courteous and preserve it for the use of others in the future.

SEC. 87.04 OFFENSES.

a. A lessee commits and offense if he allows, provides or serves any alcoholic beverage without having properly notified the City that alcoholic beverages would be present at the Community Center during the said rental dates and/or times on the lease agreement.
b. A lessee commits and offense if he has denoted that alcoholic beverages would be present at the Community Center during the said rental dates and/or times on the lease agreement; however, fails to hire the services of a commissioned off-duty law enforcement officer to provide security for at least one (1) hour prior to, during the duration of said event, and up to (1) hour after said event as stated on the lease agreement.
c. A lessee commits an offense if he has denoted that mixed beverages would be present and/or served at the Community Center during the said rental dates and/or times as denoted on the lease agreement; however, fails to hire the services of a T.A.B.C. Certified Server.

SEC. 87.05 ENFORCEMENT.

All Community Center events are subject to drive by and on-site inspections at any time during event by the Overton Police Department or an authorized representative of the City of Overton. A police officer, upon finding a violation of Section 87.04 (a), (b) and/or (c), shall ascertain the name and address of the lessee and may issue a citation to the lessee.

SEC. 87.06 PENALTIES.

Any person who violates Section 87.04 (a), (b) and/or (c), of this section shall loose said security deposit and be punishable by a fine as provided for in the current City of Overton – Appendix B – Schedule of Fines.

SEC. 87.07 SEVERABILITY.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or otherwise invalid by the final judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the city council without the incorporation in this ordinance of any such invalid phrase, clause, sentence, paragraph or section.

SEC. 87.08 PUBLICATION.

The City Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clauses of this Ordinance as an alternative method of publication provided by law.

SEC. 87.09 EFFECTIVE DATE.

This Ordinance shall be effective immediately upon its passage and approval.

PRESENTED AND APPROVED THIS THE **18TH** DAY OF **DECEMBER** 2014.

CITY OF OVERTON

C.R. Evans, Jr., Mayor

ATTEST:

Rachél Gafford, City Secretary

CITY OF OVERTON OVERTON, TEXAS

APPROVED AS TO FORM AND LEGALITY:

Blake Thompson, City Attorney

OVERTON COMMUNITY CENTER

LEASE AGREEMENT APPLICATION FORM

Key #: _____

APPLICANT INFORMATION

Rental Date(s) Requested:	Day:	
Event Start Time:	Event End Time:	
Name of Applicant:	DL#:	DOB:
Mailing address:		
City:	State:	ZIP Code:
Phone #1:	Phone #2:	Email:
❑ Overton Resident – Physical Address:		
❑ Overton Non-Resident	❑ Commercial Activity (Business Name)	
❑ Civic Club or Non- Profit Organization Rental (Organization Name): (One Meeting per week and one annual evening meeting)		

Please Note:
Lessee is required to disclose in advance the intent to have alcoholic beverages served, provided or present at the event. **Failure to disclose the presence of alcoholic beverages at the Community Center will result in loss of security deposit and a penalty under City Ordinance#2014-12-18B, Sec. 87.Offenses not to exceed $500.00 plus court costs.** All Community Center events are subject to drive by and on-site inspections at any time during event by the Overton Police Department or an authorized representative of the City of Overton.

RENTAL TYPE / RENTAL RATE	SECURITY DEPOSIT AMOUNT REQUIRED
❑ $100 - Overton Resident Event (Per Day) (No-Alcohol Beverage will be at event)	❑ **$100 - Overton Resident Event** **(No Alcohol Beverages will be at event)**
❑ $200 – Non-Overton Resident Event (Per Day) (No-Alcohol Beverages will be at event)	❑ **$100 – Non-Overton Resident Event** **(No-Alcohol Beverages will be at event)**
❑ $400 – Commercial Event (Per Day) (No-Alcohol Beverages will be at event)	❑ **$100 – Commercial Event** **(No-Alcohol Beverages will be at event)**
Alcohol Beverage Events require the following: • **Licensed commissioned police officer to provide security before, during, and after the event** • **T.A.B.C. Certified Server must be in charge of mixed beverage service**	
❑ $100 – Overton Resident Event (Per Day) (Alcohol Beverage will be at event)	❑ **$250 - Overton Resident Event** **(Alcohol Beverages will be at event)**
❑ $200 – Non-Overton Resident Event(Per Day) (Alcohol Beverages will be at event)	❑ **$250 – Non-Overton Resident Event** **(Alcohol Beverages will be at event)**
❑ $400 – Commercial Event (Per Day) (Alcohol Beverages will be at event)	❑ **$250 – Commercial Event** **(Alcohol Beverages will be at event)**

Civic / Non Profit Club
(Must provide a copy of 501(c)(3) non-profit paperwork)

❑ $400 – Civic / Non Profit Club – Per Year Rental Rental includes (1) meeting per week (day specified) & (1) annual evening meeting (No Alcoholic Beverages permitted at any meeting or evening event unless a $250 deposit is made)	Weekly Meeting Day _____ Weekly Meeting Time: _____ Annual Evening Event Date: _____ Annual Evening Event Time: _____
❑ $100 – Annual Deposit	❑ $250 – Evening Event w/ Alcohol Deposit

COMPLETE THIS SECTION FOR ALCOHOL RELATED EVENTS ONLY

NAME/COMPANY PROVIDING EVENT SECURITY:	
ADDRESS:	PHONE #:
NAME/COMPANY PROVIDING T.A.B.C. CERTIFIED ALCOHOL SERVICE:	
ADDRESS:	PHONE #:

PAYMENT INFORMATION

Deposit Amount Collected :	Date Paid:	Received by:
Rental Fee Amount Collected:	Date Paid:	Received by:

OVERTON COMMUNITY CENTER

LEASE AGREEMENT APPLICATION FORM

Key #: _____

LEASE AGREEMENT RULES

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EVENT DISCLOSURE AGREEMENT

❑ Non-Alcoholic Beverage Event	❑ Alcoholic Beverage Event (Beer / Wine Only)	❑ Alcoholic Beverage Event (Beer, Wine & Mixed Beverages)
Signature of Applicant:		Date:
Refund Check #:	Date Refunded:	Refunded by: