

ORDINANCE NO. 21-1

AN ORDINANCE OF THE CITY OF DANBURY, TEXAS, APPROVING RULES, AGREEMENTS, AND DOCUMENTS FOR THE USE OF DANBURY CITY PARK; PROVIDING OFFENSES AND PENALTIES; PROVIDING THAT A VIOLATION OF THIS ORDINANCE (INCLUDING THE RULES HEREBY ADOPTED) IS A MISDEMEANOR PUNISHABLE BY A FINE OF UP TO \$500; PROVIDING THAT EACH DAY OR PORTION OF A DAY THAT A VIOLATION CONTINUES IS A SEPARATE OFFENSE; SUPERSEDING ORDINANCE NO. 16-03 AND PROVIDING A SAVINGS CLAUSE, SEVERANCE CLAUSE AND EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DANBURY, TEXAS, DULY ASSEMBLED:

1. The City of Danbury hereby approves and adopts the attached:
 - a. Danbury City Park Rules;
 - b. Danbury City Park Reservation Form;
 - c. Danbury City Park Alcohol Reservation Form; and
 - d. Danbury City Park Renter Damage/Clean up Check List.
2. Any person violating any of the terms of any of the documents attached hereto shall be guilty of a misdemeanor, punishable upon conviction by a fine of not less than \$500.00. Each day or portion of a day that a violation continues shall constitute a separate offense.
3. The Mayor is hereby authorized to cause a sign or signs to be posted at the Danbury City Park to give notice of all or any part of the Rules hereby adopted.
4. This ordinance amends and supersedes Ordinance No. 16-03 (the previous Danbury City Park Ordinance); provided, however, that Ordinance No. 16-03 shall remain in effect according to its terms only as to any violation thereof committed before the effective date of this ordinance, and as to any remedies for such violation. All other ordinances and portions of ordinances of the City shall remain in full force and effect.
5. If any part of this ordinance, of whatever size, is ever declared invalid or unenforceable for any reason, the remainder of this order shall remain in full force and effect.
6. This ordinance shall be effective immediately upon its passage and approval.

PASSED AND APPROVED this 21st day of January, 2021.

CITY OF DANBURY, TEXAS

By: Melinda Strong
Melinda Strong, Mayor

ATTEST:

Cynthia Sharp
Cynthia Sharp, Deputy City Secretary

RULES FOR USE OF DANBURY CITY PARK

Use of the Danbury City Park for festivals, large events, organizations (church, sports, etc.) and family get-togethers is on a first-come first-served basis. If your dates happen to coincide with a traditional city wide event, your reservation may be denied. Users are subject to applicable laws of the City. The Danbury Park is a public facility and access by the general public is allowed. However, reserved areas can be controlled. If there is someone else using the facility when you arrive, please contact the Mayor, Mayor Pro-Tem, City Secretary, or Utility Supervisor immediately and they or the police department will request that the party move to an area outside the reserved area.

1. **Agreement Required For Reservations**

An agreement to abide by the rules, regulations, and terms listed below must be signed by the applicant(s) for reserved use of a city park. Only the agent(s) selected by the Danbury City Council have the right to enter into any agreement with individuals/companies for the use of the Danbury City Park.

2. **Purpose of Use**

The purpose of the use of the Danbury City Park shall be stated on the agreement form.

3. **Age for Reservations**

Reservations may be accepted from persons twenty-one (21) years of age or older with proper identification.

4. **Amount of Deposit**

A \$100 security deposit for damages and clean-up is required before the reservation will be confirmed. The Lessee must carry the receipt during the rental period to show proof of rental.

5. **Conditions for Refund of Deposit**

The deposit amount will be refunded provided (1) there is no violation of these rules, and (2) the park and all fixtures, equipment and grounds are left clean and orderly, and in good repair (refer to cleaning check list attached). Deposits may not be refunded if this rule is not followed. (Refer to #15 Clean-up as a guideline).

6. **Damages**

Each individual or group using the park is responsible for any damage. If damages exceed the amount of the deposit the responsible person(s) will be billed for the total amount of repairs.

7. **Marquee**

Marquee letters are available with park rental and without park rental. The message must be removed **by the end of the day of your event** and returned to city hall **the following business day**. If the letters and key are not returned to City Hall by the **end of the next business day** after the event, your \$100.00 deposit will be forfeited.

8. **Rental Fees**

The following fees are required for use of the facilities in Skrabanek Park.

Pavilion, Kitchen & Marquee	\$125.00
Pavilion & Marquee	\$ 75.00
Gazebo Only	\$ 50.00
Marquee Rental without Park	\$ 25.00

9. **Reservations**

A \$100.00 deposit is due at the time of reservation. Rental Fees are due within 30 days of the event. Failure to pay the rental fees results in forfeit of deposit and loss of reservation. No reservation is considered final until fees are paid at City Hall. Reservations may not be made more that twelve (12) months in advance, but within a timely manner not to create undue conflict.

10. **Cancellations**

Cancellations are to be made thirty (30) days in advance or deposit will be forfeited

11. **Park Restrictions**

1. No person shall possess or sell alcoholic beverages in the park.
2. No hooved animals or exotic animals are allowed in the park. Every person shall prevent every hooved or exotic animal that is owned, possessed, sheltered, or harbored by that person from being in the park.
3. **ABSOLUTELY NO MOTORIZED VEHICLES** are allowed in the park. No person shall possess, operate, or place any motorized vehicle in the park. However, the following are exceptions to this rule: (a) motorized wheelchairs or mobility scooters used by handicapped persons; (b) lawn mowers and other maintenance equipment being used in the park; and (c) vehicles necessary for making deliveries or pickups to or from approved functions in the park. Any damage done by vehicles must be repaired by lessee before deposit is refunded.
4. No skateboards, bicycles, tricycles roller blades, roller skates or scooters.
5. No person shall be in the park between the hours of 9:00 p.m. and 6:00 a.m.
6. No person shall possess any glass beverages in the park.
7. No person shall participate in any water activities in the park. The term "water activities" in these rules shall mean any dunking booth, swimming pool, slip-n-slide, throwing water, or any other activity using water for a purpose other than necessary cleaning of park facilities, fire fighting, or human consumption.
8. No person shall possess, place, or use a grill, barbecue pit, or other cooking device in the park, except in the area between the kitchen and Avenue E.

12. **Variance**

A variance to park rules may be requested. This request must be made in ample time before the event since approval may be granted only by the City Council at a Council meeting.

13. **Park Key Information**

The Kitchen is locked and keys may be obtained from City Hall by Noon the day before the event. Park Keys are to be returned to City Hall by Noon the following business day after your rental. Key may also be returned in the night deposit box at City Hall. Failure to return key will result in loss of your deposit.

14. **Noise and Unruly Behavior**

No excessive noises or unruly behavior will be allowed.

15. **Clean-Up**

The persons reserving the park are required to leave all park areas including restrooms and pavilion in as good or better condition than were found upon arrival.

1. Clean up includes picking up all paper and trash throughout the park area.
2. All trash cans in park area must be emptied. All trash must be bagged and taken to the dumpster behind fire station.
3. An inspection before and after all festivals and/or special events will be done by a Park Representative and written reports will be given to City Hall in order to determine whether the cleaning deposit will be returned to Leasee. Please allow five (5) for your deposit to be returned.
4. The area must be cleaned immediately following the event.
5. The barbecue pits must be cleaned of all residues.
6. If only the park marquee is used, the message must be removed at the time of your rental period. The letters must be returned to City Hall. Failure to remove the message in this timely manner will result in your deposit not being returned.

16. **Subject to Change by City Council**

These rules and regulations are subject to change by the City Council without notice.

17. **Cancellation by City**

The city, acting through the Mayor, City Secretary, Acting City Secretary, or any person authorized to take reservations on behalf of the City, shall have the unrestricted right to cancel the reservation with or without cause at any time until the person reserving the park or any part of that person's group occupies the park pursuant to the reservation, and neither the City nor its officers, agents, employees, or representatives shall have any liability for such cancellation. If the City cancels the reservation without cause, then the deposit and rental fee shall be refunded, after any applicable deductions.

18. **Indemnification**

The user shall indemnify and save harmless the City of Danbury, and its officers, employees, agents, and representatives, from all suits, actions, claims, costs of litigation, fees, and expenses of any character, type, or description brought or made for or on account of any injuries, damages or losses of any nature whatsoever, claimed or sustained by any person or persons or property, wholly or partly arising out of or occasioned by the use of the premises. **THIS INDEMNITY INCLUDES, BUT IS NOT LIMITED TO, MATTERS ARISING FROM THE NEGLIGENCE OF THE PERSONS INDEMNIFIED.**

19. **THE CITY AND ITS PERSONNEL SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY PROPERTY OF ANY PERSON IN THE CITY PARK AT ANY TIME, INCLUDING BUT NOT LIMITED TO PROPERTY LEFT OVERNIGHT AFTER EARLY SET-UP OR DECORATION.**

20. **Immunity**

Nothing herein shall ever be construed to waive or impair any immunity of the City of Danbury or its officers, agents, employees, or representatives, in any way concerning the subject matter hereof. Furthermore, the City of Danbury and its officers, agents, employees, and representatives shall have no liability of any nature to any person other than the City for any act, omission, or other matter in any way concerning the subject matter hereof.

Danbury City Park and Marquee Reservation Form

Today's date: _____

Renters Name: _____ Email: _____

Renters Address: _____ DL# _____

Cell phone: _____ Home phone: _____

Type of event: _____

Date of event: _____ Time of event: _____

Please Circle Rental Requested:

Pavilion & Marquee **\$75.00**

Pavilion, Marquee & Kitchen **\$125.00**

Gazebo only **\$50.00**

Marquee rental without Park rental **\$25.00**

A deposit of \$100.00 for the Park or the Marquee is required at time of reservation.

Rental fee must be paid 30 days in advance of rental. If the rental is within 30 days rental is due immediately.

Cash /check # _____ Received by: _____

Rental fee paid on : _____ Cash/Check # _____ Received by: _____

IF YOUR DATES HAPPEN TO COINCIDE WITH A TRADITIONAL CITY WIDE EVENT, YOUR RESERVATION MAY BE DENIED.

I HAVE RECEIVED, READ, & UNDERSTAND THE "RULES FOR USE OF THE DANBURY CITY PARK" AND THE USE OF THE Marquee, AND I AGREE to be bound by them.

Signature of person making the reservation _____

Signature of person taking the reservation _____

Date Key picked up _____ Date key returned _____

Date letters picked up _____ Date letters returned _____

Date deposit returned _____ or is it to be donated Yes _____ No _____

Trash must be taken to the dumpster behind the fire station, or your deposit will not be returned.

of trash bags given to renter _____

A COVID plan is needed until further notice.

Rental approved by Mayor on _____ signed _____ 2020

IMPORTANT: A variance to allow alcohol in the park at any event must be made in writing since approval may only be granted by the City Council at a Council Meeting.

Event Date: _____ Time _____ to _____

Signature of Renter

Date

RENTER DAMAGE/CLEAN UP LIST

This is to be completed by the renter of the park, after their event. This form should be returned to City Hall by the end of the following business day. A Park Representative will review the form, do a walk thru of the park, and then the renter will be contacted about the return of the deposit fee. In case of a dispute a City Representative will become involved.

Person/organization renting the park _____
Date this form is filled out _____

1. Is all trash picked up, and trash cans emptied? _____
2. Are the bathrooms in working order? _____
3. If the kitchen was used, has it been left clean? _____
4. If the barbecue pits were used, have they been cleaned? _____
5. Did you find anything broken, or anything that needs to be repaired? _____

Section below to be filled out by Park Representative.

Park Representative who checked the park after this rental _____ Date: _____
Overall, has the park been left in a neat and clean order? _____
Should the deposit be returned ? yes _____ no _____
If no, why?

Date deposit returned _____

Method of Return _____ Initials _____