

ORDINANCE NO. 23-20


AN ORDINANCE OF THE CITY OF DANBURY, TEXAS, APPROVING RULES, AGREEMENTS, AND DOCUMENTS FOR THE USE OF DANBURY COMMUNITY CENTER; 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. 23-04 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 following attached documents:
 - a. Danbury Community Center Rules; and
 - b. Danbury Community Center Reservation form.
 - c. Danbury Community Center Alcohol Reservation form.
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. 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 Community Center to give notice of all or any part of the Rules hereby adopted.
4. This ordinance amends and supersedes Ordinance No. 23-04 (the previous Community Center Ordinance); provided, however, that Ordinance No. 23-04 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 19th day of October, 2023.

CITY OF DANBURY, TEXAS

By: 
Suzanne Powell, Mayor

ATTEST:


Erin Nolan, City Secretary

DANBURY COMMUNITY CENTER RULES

1. **Privileges:** Community Center privileges may be denied to any person, group, or organization because of previous misuse, damage, or lack of cooperation.
2. The person in whose name the reservation is made shall be responsible for the protection of the Community Center and its equipment and contents.
3. **Adult Supervision:** Youth functions must be attended by an approved number of adults. The sponsoring group of all dances and large parties must coordinate with the Mayor, City Secretary or Designee, to assure proper supervision, which may include security. Participants must confine their activities to the facilities reserved.
4. **Loaning of Equipment:** Furnishings or equipment will not be loaned outside the Community Center.
5. **Reservations and Early Set Up:**
 - a. All reservations are made on a first come, first served basis and must be made by a person of legal voting age who will be held responsible for complying with all federal, state, county, & city laws, policies & rules. No reservation is final until the deposit is received.
 - b. NO standing reservations will be allowed.
 - c. If a renter wishes to set up or decorate the day before the rental, then the renter must reserve the hall for that purpose, as long as the hall has not been rented. It is the renter's responsibility to contact City Hall for availability.
 - d. No reservation may be made more than twelve months in advance.
6. **Fees:**
 - a. A deposit must be paid in full at the time the reservation application is submitted. Rental Fees are due within thirty (30) days of the event or deposit will be forfeited. All checks shall be made payable to the City of Danbury. Following compliance with all conditions of the rental agreement, deposits are eligible to be refunded.
 - b. **Fees:** The following fees apply to renter: \$50 per hour for Jim Clawson Hall (the large room); \$25 per hour for the smaller meeting room and \$350.00 for 12 consecutive hours for the whole hall. Non-profit renter fees: \$25 per hour for Jim Clawson Hall (the large room) and \$175.00 for 12 consecutive hours for the whole hall.
 - c. **Fees for Senior Citizen Events:** There shall be no hourly fees for activities that the Mayor, City Secretary or Designee determines are primarily for Senior Citizens.

- e. The rental time starts on the day of the event when the renter enters the premises and ends when the renter vacates the premises.
 - f. All rentals are inclusive of kitchen, tables, and chairs. However, locked kitchen equipment is not available for public use. Renters must bring their own kitchen utensils and equipment.
 - g. **Cleaning Fee:** A cleaning fee of \$150.00 for the whole hall or \$100.00 for the small room is required. Renter is responsible for picking up cigarette butts and other trash and debris, sweeping the floor, bagging and taking trash to the dumpster behind the fire station, wiping off tables and chairs and putting them back the way you found them and mopping up all liquid spills.
 - h. **Deposit:** The renter shall pay a \$100 deposit at the time of the reservation. The deposit shall be applied to any unpaid fees of any nature, or damages. The balance shall be refunded to the renter upon inspection and approval by the Mayor, City Secretary or Designee. If any unpaid fees, damages, or excess cleaning costs exceed the amount of the deposit, then the renter shall pay those amounts to the City upon demand.
 - i. **Set up fee:** A set-up fee of \$50.00 for all reservations.
7. **Cancellations:** Cancellations must be submitted in writing, in person, or by certified mail.
- a. By Renter

Cancellations are to be made thirty (30) days before the event or the deposit will be forfeited. Example: If you have a rental on May 30, 2022 then you would need to cancel your event by April 30, 2022.
 - b. By City

The city, acting through the Mayor, City Secretary or Designee, 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 Community Center or any part of that person's group occupies the Community Center 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 shall be refunded, after any applicable deductions.
8. **Damages:** The renter shall be responsible for any and all damages to the Community Center and to any equipment or contents thereof. Damages to the building and/or grounds must be reported to the Mayor, City Secretary or Designee no later than 10:00 a.m. the first business day following the event. A City Employee will verify the condition of the facility before and after each event. If the building is not left in acceptable condition, the user's deposit will be forfeited.

9. **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.**
10. **THE CITY AND ITS PERSONNEL SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY PROPERTY OF ANY PERSON IN THE COMMUNITY CENTER AT ANY TIME, INCLUDING BUT NOT LIMITED TO PROPERTY LEFT OVERNIGHT AFTER EARLY SET-UP OR DECORATION.**
11. 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.
12. As a policy of the Danbury Community Center, events that will be generating revenues, via charging admission or by other means must first be cleared by the Mayor, City Secretary or Designee.
13. No person shall use the Danbury Community Center until a qualified renter has filled out and signed the Danbury Community Center Reservation Form for such use.
14. **Change by City Council:** These Rules are subject to change by the City Council without notice.
15. **Marquee:** Marquee letters are available with whole hall rental and without whole hall rental. The marquee can be rented daily or for a week. You will need to provide the dates of the rental days on your form. If you rent the marquee with the whole hall then you will need to specify the dates that you would like for the marquee because if you do not then you will ONLY have the marquee for the day of your rental. The message shall not involve political messages, vulgar words, or be disrespectful in any manner. If your message contains any of these, your message will be removed immediately, and your deposit will not be returned. You will not be eligible for any refund of unused paid rental days. The message must be removed by the end of the day of your event. Marquee letters are available for pick up at 8:00 a.m. the day of rental. If you have the marquee rented for multiple days and would like to change the message then you will need to come to City Hall to pick up key to access the letters daily. If the letters are not removed by end of the day of your event, your \$100.00 deposit may be forfeited. When you remove your message your deposit will be refunded.

16. **No Smoking or electronic cigarette use:** The Center is designated as a NO SMOKING FACILITY. Smoking therefore is NOT PERMITTED within the confines of the building. NO EXCEPTIONS! Smoking is allowed outside the building only and clean-up of the cigarette butts is the responsibility of the Renter. The deposit shall be applied to the cleaning around the parking lot if needed.
17. **Decorations:** Decorations ALL DECORATIONS have to be free standing. Nails, thumbtacks, tape, etc. are prohibited.
 - * No open flames. Candles are permitted in closed globes.
 - *Rice, confetti, bubbles, birdseed, rose petals, glitter, silly string, etc. are prohibited indoors. Only bubbles, rose petals or water soluble confetti are allowed outside and must be cleaned up by renter. Helium balloons are allowed but must be removed at the end of the event by renter. * No outside cooking equipment allowed in the building. * No fog machines. *ANY damage done to the facility will be the responsibility of the renter.
18. **Air Conditioning & Heating:** All doors and windows must remain closed when heating and air conditioning are in use. Air Conditioner must be set to 78° before leaving the facility. Heater needs to be turned off before leaving the facility.
19. **Lights:** Turn off all lights at the conclusion of each event.
20. **Locking Building:** The user is responsible for ensuring the building is locked and secure before leaving the premises.
21. **Emergencies:** In case of emergency, the user is strongly encouraged to call 911 for assistance. Accidents or injuries sustained as a result of conditions associated with the buildings or grounds must be reported to the Mayor, City Secretary or Designee on the next available business day following the event. Users are to report unsafe conditions to the Mayor, City Secretary or Designee for correction, as well as the use of any fire extinguisher so that they can be recharged immediately.
22. **Additional Fee:** Renters will incur an additional fee of \$50.00 for every hour renters occupy the rental space beyond the contracted scheduled end time.
23. **Alcohol and Security:** Alcohol beverages in non-glass containers are permitted on Community Center property with the attendance of police security. If your rental requires security, it is the renter's responsibility to contact the Danbury Police Chief within three (3) weeks prior to the event. *In the State of Texas, any person who provides alcoholic beverages to another person may be responsible for the actions of that person, including injuries to persons or property. The City of Danbury does not assume any responsibility for injuries arising out of any events or use of City property pursuant to this agreement. Individuals should use special care if alcoholic beverages are being served at the event.

* The City of Danbury does not endorse or encourage the consumption of alcoholic beverages on City property and all actions regarding the consumption of alcohol are the sole responsibility of the renter.

- * Renter is responsible for insuring no person becomes intoxicated on City property.
- * 1 Officer is required for under 100 people attending the event.
- * 2 Officers are required for over 100 people attending the event.
- * Larger events will require at least 4 Officers.
- * All Officers or Deputies must be approved by the Chief of Police
- * Any agreements or special requests need to be documented on the city form before the event takes place.
- * Officers must report any damage, arrests, etc.

24. **Gambling:** Gambling is prohibited on the premises except in full conformity with State regulations concerning the conduct of the games and with appropriate licensing in place.
25. **Use of Grounds:** All renters and guests have access to the parking lot and grounds. Access to the parking and grounds for exclusive use requires rental of the entire facility with exception by the Mayor, City Secretary or Designee. The property immediately past the chain link fence and any adjoining property is private property. NO parking, trespassing, or trash is prohibited. ANY VIOLATION will result in forfeiture of future Community Center Rental.
26. **Keys:** Keys must be picked up at City Hall the day before your event or Friday before a weekend event after 1:00 p.m. Keys are to be returned at City Hall by 12:00 pm the following business day after your rental. Keys may also be returned in the night deposit box at City Hall. Failure to return the key will result in loss of your deposit. Should you lose the keys, you will be responsible for the fee of \$250.00 to replace the keys. The fee includes: the fees for the service call, rekeying of the Community Center building, and replacement keys needed for the City.

**DANBURY COMMUNITY CENTER
Reservation Form**

Today's date: _____ Renter's Name: _____
DL#: _____ Cell Phone: _____ Home Phone: _____
Type of Event: _____ email: _____
Date of event: _____ Time of event: _____

PLEASE CIRCLE RENTAL REQUESTED:

WHOLE HALL: \$50.00 per hour, \$150.00 non- refundable cleaning fee, \$50.00 non-refundable set-up fee
\$100.00 deposit- refundable

WHOLE HALL AND MARQUEE RENTAL: \$350.00- 12 consecutive hours, \$150.00 non- refundable cleaning
fee, \$50.00 non-refundable set- up fee, \$100.00 deposit- refundable

SMALL MEETING ROOM: \$25.00 per hour, \$100.00 non-refundable cleaning fee, \$100.00 deposit-
refundable

NON-PROFIT RENTAL: \$25.00 per hour or \$175.00- 12 consecutive hours, \$150.00 non-refundable cleaning
fee, \$50.00 non-refundable set-up fee, \$100.00 deposit-refundable

MARQUEE RENTAL: \$5.00 per day, or \$35.00 a week, \$100.00 deposit-refundable

***SET-UP FEE IS CHARGED FOR ANY EVENT IN THE HALL!**

***RENTAL FEE IS DUE 30 DAYS BEFORE THE EVENT OR IF THE RENTAL IS WITHIN 30 DAYS, FEE IS DUE
IMMEDIATELY.**

***IF YOUR RESERVATION DATES HAPPEN TO COINSIDE WITH A TRADITIONAL CITY EVENT YOUR
RESERVATION MAY BE DENIED.**

***I HAVE RECEIVED, READ AND UNDERSTAND THE "RULES FOR USE OF THE DANBURY COMMUNITY
CENTER" AND I AGREE TO BE BOUND BY THEM:**

Signature of the person making the reservation: _____

Signature of the person taking the reservation: _____

Deposit: paid cash/check # _____ received by and date: _____

Rental fee: _____ Set-up fee: _____ Cleaning fee: _____

Total fees: _____ Fees due on: _____

Rental fees: paid date: _____ cash/check #: _____ received by and date: _____

Date key picked up: _____ signed key policy: Y / N

Date key returned: _____ signature of person accepting returned key: _____

Date deposit returned: _____

DANBURY COMMUNITY CENTER
Alcohol Reservation Form
Please fill out all information and sign at the bottom

Renter's Information:

Name: _____

Address: _____

Phone: _____ Cell: _____ email _____

Type of Event: _____

Event Date: _____ Time _____ to _____

I agree that I will contact the Danbury Police Department within three (3) weeks of my event regarding security for my function. The number of officers required will be determined by the meeting with the police dept. ***NO GLASS BEVERAGES ALLOWED**

Signature of Renter

Date

Police Department Use Only:

Date Renter Consulted with Chief: _____

Signature of Officer that Approved: _____

Comments:

DANBURY COMMUNITY CENTER
Set Up Tables/Chairs Form
Please fill out all information and sign at the bottom

Renter's Information:

Name: _____

Phone: _____ Cell: _____ Email _____

Event Date: _____ Start Time _____ am/pm

Set Up Time for Tables/Chairs _____ am/pm

Number of Chairs Needed _____
(We have approximately 200)

Number of 60" (5') Round Tables Needed _____
(We have approximately 26)

Number of 36"x 96" (3'x 8') Rectangle Tables Needed _____
(We have approximately 12)

Number of 36" x 36" (3'x 3') Square Tables Needed _____
(We have approximately 9)

Signature of Renter

Date

Comments/Additional Information:

Community Center Rental Information

6115 5th Street, Danbury, TX. 77534

Occupancy: 200 PEOPLE (Meeting room 25 People)

<u>Deposit</u>	All Rentals	\$100.00	Refundable
<u>Whole Hall</u>	Per Hour	\$50.00	
	12 hours	\$350.00	
	Cleaning fee	\$150.00	Non-Refundable
	Set-Up Fee	\$50.00	Non-refundable
<u>Small meeting room</u>	Per Hour	\$25.00	
	Cleaning fee	\$100.00	Non-refundable
	Set-up fee	\$50.00	Non-refundable
<u>Non-Profit Pricing</u>	Per hour	\$25.00	
	12 Hours	\$175.00	
	Cleaning fee	\$150.00	Non-refundable
	Set-up fee	\$50.00	Non-refundable
<u>Marquee Rental:</u>	Per Day	\$5.00	
	Weekly	\$35.00	
	Deposit	\$100.00	Refundable

***Checks or money orders only for deposit- NO CASH!!!! Make payable to City of Danbury**

***Must be two checks or money orders: One for deposit and one for rental fees**

***Time must include set-up and tear down time.**

***If alcohol will be served – must have private security and must talk to Police Chief.**

***Trash must be taken to dumpster behind the fire station. Sinks left clean, counters and tables wiped down. Cleaning fee covers mopping and cleaning of bathrooms.**

Tables & Chairs (Approximate Count)
60' Round (5') : 26
30x96 – (3x8) : 12
36x36- (3x3) : 9 7 at c.center and 2 c. hall
Chairs : 218



Danbury Police Department

Special Event Security Form



Date: _____ Time: _____

Place: _____

Event Contact Name: _____

Contact Phone #: _____

Number of people expected: _____

Number of Officers requested: _____

Officer Name: _____

Officer Name: _____

Officer Name: _____

Cost per hour, per officer: \$ _____

Total hours: _____ Total number of officers: _____

Total cost: \$ _____ Cancellation fee: \$ _____

Officers are assigned by the Chief of Police. You may provide your own police officers for security, but they must be pre-approved by the Chief of Police at least 48 hours prior to the start of the event.

Chief Chris Henken

P.O Box 258
Danbury, Texas 77534

Phone: 979-922-1551
Fax: 979-922-8143

Cancellation Policy: Cancellation of officers must be done at least 48 hours prior to the start of the event. If the officer(s) are cancelled less than 48 hours from the start of the event, a cancellation fee of 1/2 of the total cost shall be paid.

Event Contact Person

Date

Chief Chris Henken

Date



**CITY OF DANBURY
Police Department**

**6102 5TH ST ♦ P.O. BOX 258
DANBURY, TEXAS 77534**

PHONE: (979) 922-1551 ♦ FAX: (979) 922-8143

9/10/2023

**RE: City Extra Jobs
Community Center/Park**

Effective 9/10/2023, Extra job pay for the Community Center and Park will be \$40.00 per hour and per officer. This will be paid directly to the officer at the beginning of the event.

- **1 Officer is required for under 100 people attending the event.**
- **2 Officers are required for over 100 people attending the event.**
- **Larger events will require at least 4 Officers.**
- **All Officers or Deputies must be approved by the Chief of Police**
- **Any agreements or special requests need to be documented on the city form before the event takes place.**
- **Officers must report any damage, arrests, etc.**

The above is subject to change per event for the safety of officers and city property.

Thank you,

**Christopher W. Henken
Chief of Police**

Danbury Community Center Marquee Reservation & Rental Form

You must be 21 years old or older to rent the Marquee

Today's date: _____

Renters Name & email _____

Renters Address: _____

Renters TDL#: _____ Name of Workplace: _____

Renters Cell phone #: _____ work phone #: _____

Dates Marquee is requested: _____

Marquee deposit is \$100.00 to be paid at time of rental. Your deposit will not be returned if you do not:

1. Remove your message after your rental period.

When you remove your message and return the letters your deposit will be refunded.

Marquee rental is \$5.00 per day, or \$35.00 a week.

The Marquee message will not involve political messages, vulgar words, or be disrespectful in any manner. If your message contains any of these, your message will be removed immediately, and your deposit will not be returned. You will not be eligible for any refund of unused paid rental days. The Marquee will NOT be rented to any one person/ family/group or club with a similar/related message for more than 7 consecutive days.

Date deposit paid: _____ Check/cash/credit card Receipt/Check #: _____

Rental amount paid: _____ Check/cash/credit card Receipt/Check #: _____

Accepted by: _____

Deposit returned date: _____

Signature of who deposit returned to: _____