


ORDINANCE NO. 23-13

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. 22-03 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 Daily 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.
 - e. Danbury City Park Renter Rules
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. 22-03 (the previous Danbury City Park Ordinance); provided, however, that Ordinance No. 22-03 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 3rd day of August, 2023.


ATTEST: City Secretary


Mayor, Suzanne Powell

**RULES FOR RENTAL
OF DANBURY CITY PARK**

Use of the Danbury City Park for festivals, large events, organizations (church, sports, etc.) and family get together 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 the 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 or your reservation will not be accepted.

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 renter must carry the receipt during the rental period to show proof of rental. A separate deposit check must be made for each rental. An additional deposit of \$100.00 will be required if renter wants a waterslide, or the like, in the park.

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 #14 Clean-up as 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 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 pavilion and kitchen 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 and returned to city hall the following business day. Marquee letters are available for pick up at 8:00 a.m. the day of rental and must be returned to City Hall by 5:00 p.m. of that same business day. 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 and pick up and return letters daily. If the letters and key are not returned to City Hall by noon of the next business day after the event, your \$100.00 deposit may be forfeited. When you remove your message and return the letters your deposit will be refunded.

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 only \$ 5.00 per day or \$35.00 for a week

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 than twelve (12) months in advance, but within a timely manner not to create undue conflict. The following dates are reserved for City events and will not be available for the public for rental: the first weekend in March, the first weekend in May, the second weekend in August, the second weekend in November and the first Sunday in December.

10. **Cancellations**

Cancellations are to be made thirty (30) days before the event or 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.

11. **Park Restrictions**

1. Alcohol will be permitted in the park for rentals with approved alcohol reservation form by Chief or Mayor.

i. the event must hire a licensed Texas Peace Officer (s) to be present during the entirety of the event; and

ii. The Texas Peace Officer (s) cannot be related to whoever fills out the rental form.

iii. The Texas Peace Officer (s) shall not partake in consumption or sale of alcohol and;

iv. The Texas Peace Officer must be approved by the Chief of Police, or the Mayor if no Chief is employed at the time of the request.

2. No person shall sell alcohol in the park without the following criteria being met:

a. The event shall obtain a valid Texas Alcoholic Beverage (TABC) Permit; and

i. the event must hire a licensed Texas Peace Officer (s) to be present during the entirety of the event; and

ii. The Texas Peace Officer (s) cannot be related to whoever fills out the rental form.

iii. The Texas Peace Officer (s) shall not partake in consumption or sale of alcohol and;

iv. The Texas Peace Officer must be approved by the Chief of Police, or the Mayor if no Chief is employed at the time of the request.

3. No person shall possess, operate, or place any motorized vehicle in the park except for the following:

(a) motorized wheelchairs or mobility scooters used by persons with a disability;

(b) Lawn mowers and other maintenance equipment being used by park personnel or contractor; and

(c) Vehicles necessary for making deliveries or pickups to or from approved events in the park.

4. No person shall be in the park between the hours of 10:00 p.m. and 5:00 am without permission of City Council.

5. Only glass items sold by vendors or glass items donated for auction allowed.
6. Water activities are allowed in the park weather permitting. Water activities shall only be used in authorized locations and with an additional deposit of \$100.00.
7. Use of a grill, barbecue pit, or other cooking device in the park is allowed only in designated areas.

Any damage to park property must be repaired by the renter before the deposit is refunded .This includes, but is not limited to, excess garbage left behind, tire marks or tracks from motorized vehicles, and damage to grass due to excess water.

12. **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.

13. **Noise and Unruly Behavior**

No excessive noises or unruly behavior will be allowed.

14. **Clean- up**

The person 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.
2. All trash cans in park area must be emptied. All trash must be bagged and take to the dumpster behind the 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 the Lessee. Please allow five (5) days 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 end of your rental period. The letters must be returned by noon the next business day to City Hall. Failure to remove the message in a timely manner will result in your deposit not being returned.
7. Any water activity that creates damage, will be the financial responsibility of the renter.

15. **Subject to change by City Council**

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

16. **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 party 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 the rental fee shall be refunded, after any applicable deductions.

17. **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.**

18. THE CITY 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 DECORATION.

19. **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 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. Return the letters after your message is posted.
2. You will 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: _____

Danbury City Park Reservation Form

Today's date: _____

Renters Name: _____ Email: _____

Renters Address: _____ DL# _____

Cell phone: _____ Work phone: _____

Type of event: _____

Date of event: _____ Time of event: _____

Please Circle Rental Requested:

Pavilion **\$75.00**

Pavilion, Marquee (day of event) & Kitchen **\$125.00**

Gazebo only **\$50.00**

A deposit of \$100.00 for the Park 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.

Deposit paid on: _____ Cash /check # _____ Received by: _____

Rental fee amount: _____ 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. CITY WIDE EVENTS FALL ON FIRST WEEKEND IN MARCH, FIRST WEEKEND IN MAY, SECOND WEEKEND IN AUGUST, SECOND WEEKEND IN NOVEMBER, AND THE FIRST SUNDAY IN DECEMBER.

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 _____

Renters Signature for return deposit _____

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

of trash bags given to renter _____

DANBURY CITY PARK
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.

Signature of Renter

Date

Police Department Use Only:

Date Renter Consulted with Chief or Mayor: _____

Signature of Officer that Approved: _____

Comments: _____

**RULES FOR DAILY USE
OF DANBURY CITY PARK**

Park Restrictions

1. NO SALE OR USE OF ALCOHOL IN SKRABANEK PARK.
2. No person shall possess, operate, or place any motorized vehicle in the park except for the following:
 - (a) motorized wheelchairs or mobility scooters used by persons with a disability;
 - (b) Lawn mowers and other maintenance equipment being used by park personnel or contractor; and
 - (c) Vehicles necessary for making deliveries or pickups to or from approved events in the park.
3. No person shall be in the park between the hours of 10:00 p.m. and 5:00 am without permission of City Council.
4. No glass allowed in the park. .
5. No person shall host or otherwise participate in any water activities in the park.
6. Use of a grill, barbecue pit, or other cooking device in the park is allowed only in designated areas.

2. **Noise and Unruly Behavior**

No excessive noises or unruly behavior will be allowed.

3. **Subject to change by City Council**

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

Danbury Park 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. 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 _____ Signature of person picking up deposit _____