

ORDINANCE NO. 2008-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MABANK, TEXAS REQUIRING THE PAYMENT OF FEES FOR ORGANIZATIONS AND INDIVIDUALS USING THE MABANK CITY PARK FACILITIES; PROVIDING FOR EVENT CANCELLATION PROVISIONS; PROVIDING FOR OTHER SERVICES; PROVIDING A HOLD HARMLESS CLAUSE; PROVIDING FOR FEES FOR PROPERTY DAMAGE TO CITY FACILITIES; PROVIDING FOR SEVERABILITY; PROVIDING FOR FINES; PROVIDING AN EFFECTIVE DATE.

SECTION 1. PURPOSE.

The City Council of the City of Mabank Texas finds that the use of the facilities at the Mabank City Park requires that fees be paid for park lighting and maintenance. A committee was formed to discuss the fees with the community organizations currently using the park facilities to discuss the proposed fees.

SECTION 2. FEES:

The following fees and regulations shall apply to the use and rental of City Park facilities:

<u>Baseball Fields</u>	\$10.00 per player per season
<u>Soccer Fields</u>	\$ 5.00 per player per spring season. New players in the fall season shall also pay the \$5.00 per player fee. Participants in the spring season will not be required to pay the \$5.00 for the fall season.
<u>Football Fields</u>	\$10.00 per player per season
<u>Rodeo Arena</u>	\$200.00 per day with a \$200.00 refundable cleaning deposit.
<u>Pavilion</u>	\$200.00 per day with a \$200.00 refundable cleaning deposit. An additional \$100.00 per day fee is required if the use of the concession stand and/or restroom facilities are required.
<u>Pavilion Field</u>	\$10.00 per player per season

- (a) The Refundable Cleaning deposit may be greater depending upon the proposed use of the facility and the likelihood of large volumes of trash being generated. The LESSEE is responsible for picking up all trash and the disposal of same within 12 hours of the end of the use of the facility. The CITY OF MABANK may furnish trash cans and liners for limited garbage disposal use, however it is the LESSEE'S responsibility to empty the trash cans and place the refuse in the dumpster provided at the facility.
- (b) The LESSEE is responsible for cleaning the announcer's stand and private restroom facilities at the rodeo arena and for cleaning the concession stand area and public restroom facilities at the rodeo arena and the pavilion. The CITY OF MABANK will furnish necessary items for the restroom facilities. If the facility grounds are left clean, the Cleaning Deposit shall be refunded.

SECTION 3. EVENT CANCELLATION PROVISIONS.

Persons wishing to reserve a City owned facility must provide the City with a "season" schedule and must cancel an event for the rodeo arena or pavilion a minimum of 14 days prior to the date of the event. Failure to cancel the event within this time frame shall result in forfeiture of the cleaning deposit.

SECTION 4. OTHER SERVICES

- a) The CITY OF MABANK will not be responsible for watering the rodeo arena prior to or during the event, or for providing a tractor to use during the event to drag the arena area. If the LESSEE wishes, LESSEE can contract with the Mabank Volunteer Fire Department to have the arena watered prior to and during the event. The MVFD charges \$50.00 per watering. If the LESSEE chooses to contract with the MVFD for such services, a separate check made payable to the Mabank Volunteer Fire Department must be submitted with the contract for each watering desired by the LESSEE.
- b) The CITY OF MABANK will not be responsible for providing any chairs, tables, stages, lighting or sound systems for events at the rodeo arena or pavilion. If the LESSEE desires on-site security personnel, the LESSEE may contract with the Mabank Police Department or other private security personnel for said services.

SECTION 5. HOLD HARMLESS CLAUSE

The LESSEE, being of legal age, in the capacity stated as an official act of the business entity he/she represents, and competent and capable of making a contract agreement and in consideration of the lease rate, does hereby waive, release, acquit and forever discharge the CITY OF MABANK and agrees to hold the CITY OF MABANK harmless from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the LESSEE may have, directly or indirectly, or which may hereafter accrue against the CITY OF MABANK on account of personal or bodily injury or property damage resulting from any incident, event or accident that takes place on the leased property.

SECTION 6. PROPERTY DAMAGE

LESSEE shall be responsible for all damage done to any physical structure(s) over the amount of \$100.00

SECTION 7. VIOLATIONS

The violation of this Ordinance is a Class A misdemeanor and is subject to up to a \$500.00 fine.

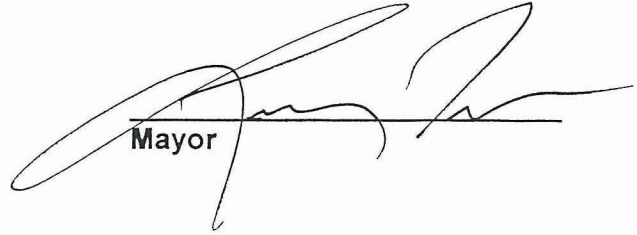
SECTION 8. SEVERABILITY

If any article, paragraph or subdivision, clause or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

SECTION 9. EFFECTIVE DATE

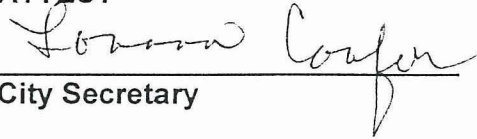
This Ordinance shall take effect immediately from and after the publication of its caption, as the law in such cases provides.

DULY PASSED BY THE CITY COUNCIL OF MABANK, TEXAS this the 2nd day of December 2008.



Mayor

ATTEST



City Secretary