

ORDINANCE NO. 2024-18

AN ORDINANCE OF THE CITY OF BUDA AMENDING THE FACILITY RENTAL AND USE POLICIES AND FEES FOR THE USE OF CITY-OWNED FACILITIES ADDING AN ADDITIONAL FACILITY AND PROVISIONS FOR ALCOHOL CONSUMPTION; PROVIDING FOR SEVERABILITY; PROVIDING A CRIMINAL PENALTY, REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS; PROVIDING A FEE AND EFFECTIVE DATE

WHEREAS, the City Council finds the City of Buda shall make available certain indoor spaces for use by the general public to hold meetings and gatherings; and

WHEREAS, the City Council finds the City of Buda should enact policies and regulations to safeguard community assets such as city-owned facilities so that they may be enjoyed by all including future generations; and

WHEREAS, the City Council of the City of Buda established regulations appropriate and in the best interest of Buda to regulate the use of the City of Buda facilities by private groups or citizens and community organizations via Ordinance #2023-05 and hereby wishes to amend said policies; and

WHEREAS, the City Council finds the City of Buda should amend the rental and use policies and fees to add an additional public space available for public use, the Stagecoach House at 880 Main Street, and to establish and set the use fees for the facility; and

WHEREAS, the City Council finds the City of Buda shall establish a policy specifically for the Stagecoach House to allow for the consumption of alcohol during rentals; and

WHEREAS, the City Council of the City of Buda finds this ordinance was adopted at a meeting held in strict accordance with the Texas Open Meetings Act;

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

Section 1: The facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2: The Facility Rental and Use Policy and the Library Study Room Policy are hereby amended as set forth in Exhibit "A," which is attached hereto and incorporated as policies and procedures of the City of Buda, and the City Manager is hereby authorized to amend the policies contained in Exhibit "A" as he or she deems necessary; and the rental fees established in Exhibit "B" are hereby incorporated into the Code of Ordinance, Appendix A, Fee Schedule of the City of Buda, Texas.

Section 3: *Repeal.* This ordinance shall be cumulative of all other ordinances of the City of Buda, and this ordinance shall not operate to repeal or affect any other ordinances of the City of Buda except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Section 4: *Severability.* If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 5: *Passage.* Pursuant to Section 3.12(A) of the City Charter, the Council determined that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the Ordinance was passed by the affirmative vote of four or more members of the City council; therefore, this Ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this Ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 6: *Penalty.* Any person who violates, or any person who causes another person to violate, any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine of not more than Two Hundred Dollars (\$200.00). Each occurrence of any violation of this Ordinance shall constitute a separate offense. Each day in which any violation of this Ordinance occurs shall constitute a separate offense.

Section 7: *Effective Date.* This Ordinance shall take effect immediately from and after its final passage and any publication in accordance with the requirements of the City of Buda and the laws of the State of Texas.

PASSED, APPROVED, AND ADOPTED on first and final reading by an affirmative vote of the City Council of the City of Buda, this 7th day of May, 2024.

THE CITY OF BUDA, TEXAS

ATTEST:

Lee Urbanovsky, Mayor

Alicia Ramirez, City Clerk

EXHIBIT “A”

FACILITY RENTAL AND USE POLICY

The City of Buda makes certain rooms and facilities available for rent or use by the public. Reservations are made on a first-come, first-serve basis.

1. OVERVIEW

- a. Rooms may be reserved up to 90 days in advance during the designated open reservation period.
- b. City programs and services will take precedence over the renting of spaces for private gatherings. Uses that produce excessive noise, safety hazards, security risk, or a disruption to normal operations will not be permitted.
- c. Available spaces and Fees (per hour):

FACILITY	ROOM CAPACITY	HOURS AVAILABLE	Local Non-Profit/Community Organization Per Hour / All Day	Other Uses Per Hour / All Day
Library Classroom	18	Business Hours	\$0	\$50 / NA
Library Craft Room	36	Library Business Hours	\$0	\$50 / NA
Library Conference Room	12	Library Business Hours	\$0	\$25 / NA
City Hall/Library Multi-Purpose Room	125	8 am – 10 pm	\$0	\$150 / \$750
City Hall/Library Council Chambers	75	8 am – 8 pm	\$0	\$150 / \$750
City Hall/Library Lobby (non-operating hours only)	200	City Hall Non-Operating Hours	\$0	\$200 / \$1,500 4-hour minimum
Basil Anthony Moreau Welcome Center (303 Main Street)	237	8 am – 10 pm	\$0	\$100 / \$600
Basil Anthony Moreau Welcome Center Meeting Room	40	8 am – 10 pm	\$0	\$25 / NA
Stagecoach House (880 Main Street)	N/A	Any	\$0	\$150 / \$750

*See Section 3 for more information.

ADOPTED – 8/21/2018
 AMENDED – 6/20/2023, effective 7/11/23
 AMENDED – 5/7/2024

2. Rules and Restrictions

- a. Types of Events – City of Buda facility rentals are available for community organizations and events open and available to the public. Rental for private social events is prohibited unless explicitly allowed in certain public facilities.
- b. Food and Beverages – The consumption of alcohol is prohibited in city facilities unless otherwise noted. Renters are permitted to bring in food and drinks for their event unless otherwise noted. Please follow any posted guidelines in a room.

Alcohol may be served at the Welcome Center and Stagecoach House for specific non-governmental events and functions if approved by the City Manager or his/her designee. Alcohol may only be served and consumed in designated areas and must comply with all laws, regulations, and permits. The City of Buda assumes no liability for incidents or accidents related to the consumption of alcohol on City of Buda property.

The Renter must provide the following to the City at least seven (7) days prior to the rental:

- i. Copy of permits issued from the Texas Alcoholic Beverage Commission;
 - ii. Renter's certificate of insurance listing the City of Buda as the additional insured for a liability insurance policy for the event of \$500,000 per person and \$1,000,000 per occurrence, unless the Renter receives a notice from the City Manager requiring lesser or greater amounts based upon the type of event, equipment, machinery, number of attendees, number of workers or other pertinent factors or risks associated with the event;
 - iii. The renter will provide for at least one (1) Texas Alcoholic Beverage Commission certified server for the duration of the event; and
 - iv. The renter will provide for at least one (1) Texas Commission on Law Enforcement certified officer for the duration of the event.
- c. Drug and Tobacco-Free Facilities – The use of all tobacco products, vaping devices, and e-cigarettes are prohibited inside all City of Buda facilities and within thirty (30') feet of entrances and openings (Ordinance 2018-3).
 - d. The use of candles and open flames is prohibited. The use of warmers for chafing dishes is allowed so long as flammable materials are kept clear of other materials and the warmer is not placed directly on City of Buda furniture.
 - e. Décor, Furniture, and Furnishings – Renters may not use tape, staples, tacks, or nails to adhere banners, flyers, decorations, or any other items to the walls or furniture unless prior permission is received. Glitter, confetti, rice, and birdseed are not allowed in carpeted areas and must be cleaned up after the event.

Renters may bring in outside or rental furniture if needed for the event. All outside or rental furniture must be removed by the end of the reservation period.

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- f. Set-up and Cleaning – Renters are responsible for all set-up and clean-up which must take place during the reservation period. All furniture must be returned to its original location. All trash shall be collected and disposed of in the provided dumpster at each facility location. Recyclable items should be placed in the appropriate bin.

Floors, tables, and countertops should be swept and clean of trash and debris. The renter shall notify the facility staff of any spills or stains.

All materials brought into the spaces including food and decorations must be removed immediately following the event.

- g. Security - Keys, Badges, Passwords and Codes may be issued to the renter to provide access to rooms and facilities. The renter shall not make any copies of these items. Items shall be returned at the conclusion of the rental. The renter may incur costs for re-keying or replacement.
- h. Surveillance – The City of Buda may have video and audio surveillance within city facilities.
- i. Hours – Spaces can be reserved between the hours identified in Section 1.c. No rentals shall be made on City of Buda holidays unless approved by city staff.
- j. Insurance – Depending on the type of event, the City of Buda may require insurance coverage which is provided by the renter.
- k. Filming – Use of the facility for filming purposes shall be governed by the City of Buda’s filming Ordinance Ch. 18, Sec. 18.08.121 as amended.

- 3. Fees and Use Restrictions – Rental fees, when applicable, are due at the time the reservation is made.

- a. Cleaning and Damage Fees – Renters may be asked to pay for cleaning or damage of rental space that is not returned to its original condition. The fee will be billed based on the City of Buda’s cost to restore the facility to the original condition with a minimum fee of \$50.

- b. Rental Fees

- i. Rental rates and fees are identified per location in Section 1.C.

- ii. No cost:

Local Non-Profit/Community Organization Definition – Local Non-Profits are defined as an organization classified by the Internal Revenue Service as a tax-exempt organization and that serve a majority of their members in Buda. Community organizations are defined as those organizations that provide direct

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benefits to Buda residents such as neighborhood organizations, community service organizations, and other partner organizations of the City.

1. Uses sponsored by, hosted by, or directly related to the City of Buda will not be charged for use of available public meeting spaces. Use of a room by the City of Buda will take precedence over other uses.
2. Uses that support the city by providing direct benefits to Buda residents will not be charged for use of available public meeting spaces for non-routine uses. This includes meetings of neighborhood organizations, community service organizations, and other partner organizations of the City.

Cleaning fees may still apply.

Use under this category may be limited in order to ensure availability for other organizations and uses.

The City Manager or his/her designee reserves the right to make decisions on fee waivers.

- iii. Other uses including commercial or private rentals will be charged a fee of as identified in Section 1.C. Other uses include faith-based organizations wanting to use a facility for a worship or fellowship event fall under this category.

Meetings that include political activities will be charged the commercial rate. Renters are responsible for complying with Section 255.003 of the Texas Election Code which prohibits the use of public funds (including the use of government-owned facilities) for the distribution of written political advertising materials, or for radio or television broadcasts of political advertising. Political advertising materials can only be distributed to guests in the rented space during the event.

Advertising and promotional material must contain the following language in size 10 font or larger: "This event is not sponsored, affiliated, or endorsed by the City of Buda."

- iv. Private Social Events are prohibited in certain City of Buda facilities. Please reference facility use guidelines specific to the requested facility.
- v. The City Manager, or his/her designee, may negotiate rental rates for ongoing rentals.
- vi. Cancellations – Cancellations made a minimum of 2 weeks prior to the event may receive a full refund. Cancellations made 1 week prior to the event may receive a 50% refund. Cancellations made less than 1 week may receive a 25% refund.

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Renters that do not show up for their rental may be prohibited from renting facilities in the future.

4. Miscellaneous

- a. The City of Buda is not responsible for any lost or stolen items.
- b. A renter must be at least 18 years old to reserve and rent a City of Buda facility.
- c. All activities for minors must be supervised by an adult at all times.
- d. Audiovisual Equipment – Limited audiovisual equipment may be available for use if included in the room.

5. Indemnification.

- a. Renter shall indemnify, save, and hold harmless the City, its officers, employees, agents, licensees, and invitees (“Indemnitees”) against any and all liability, damages, losses, claims, demands, and actions of any nature, due to personal injury (including, without limitation, workers’ compensation and death claims), or property loss or damage of any kind (“Claims”) which arises or is claimed to arise out of or is in any manner connected with the use of the City property or the presence on the City property of the Renter, its contractors, agents, invitees, guests, volunteers, and patrons of the Event for which the Renter plans to use the Facility, except as to Claims which arise out or are related to City’s negligence or intentional acts or omissions. The undersigned warrants that he/she has the authority to bind the Renter to this indemnification provision.

ACKNOWLEDGEMENT

I, the Renter, have read and agree to abide by the City of Buda’s Facility Rental and Use Policies.

Signature

Renter’s Name

Renter’s Organization

Date

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AMENDED – 6/20/2023, effective 7/11/23
AMENDED – 5/7/2024

EXHIBIT B

ARTICLE A7.00 FACILITIES, PARKS AND RECREATION

(i) Facility rental fees.

(1) Cleaning fee (if applicable): Minimum of \$50 up to the City of Buda's actual cost to clean the facility.

(2) Facility fees:

Facility	Public Use for Community Purpose Per Hour / All Day	For Profit or Private Uses Per Hour / All Day
(A) Library Classroom	\$0	\$25 / Not Available
(B) Library Craft Room	\$0	\$50 / Not Available
(C) Library Conference Room	\$0	\$25 / Not Available
(D) City Hall/Library Multi-Purpose Room	\$0	\$150 / \$750
(E) City Hall/Library Council Chambers	\$0	\$150 / \$750
(F) City Hall/Library Lobby (non-operating hours only)	\$0	\$200 / \$1,500
(G) Welcome Center (303 Main Street)	\$0	\$100 / \$600
(H) Stagecoach House (880 Main Street)	\$0	\$150 / \$750

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