

CEMETERIES, PARKS AND RECREATION

CHAPTER 6

Article 1. Cemeteries

Sec. 6-1. Establishment. Control and Supervision.

There is hereby established a permanent care cemetery of the City of Big Spring, and this section does hereby signify the willingness and intention of the City of Big Spring to act as a permanent trustee for the permanent care and upkeep of certain lots and graves in the burial grounds of the City Cemetery. (Ord. of 4-12-66, ' 1)

Sec. 6-2. Definitions.

Words and phrases, as used in this article, shall have the following meanings ascribed to them;

- (A) Cemetery. A place dedicated to and used and intended to be used for the permanent interment of the human dead.
- (B) Permanent care cemetery. A cemetery for the benefit of which a permanent care fund shall have been established in accordance with the provisions of the article.
- (C) Permanent care. To keep the sod in repair, to keep all places where interments have been made in proper order, and to care for trees and shrubs, and provide for the administration of permanent care funds.
- (D) Special care cemetery. A cemetery, or a portion of a cemetery, for the benefit of which no perpetual care has been established and in which it shall not be the duty of the city to care for the trees, sod and shrubs in such areas.
- (E) Grave. A space of ground in the cemetery intended to be used for permanent interment in the ground of the remains of a deceased person.
- (F) Lot or plot or burial space. A space in the cemetery owned by an individual, an association fraternal order or other organization and used or intended to be used for the permanent interment therein of the remains of one or more deceased persons.
- (G) Owner. Any person in whose name the lot or grave stands, as owner of the exclusive right of sepulture therein.
- (H) Monument privilege. It is permissible to place a monument on a grave space so long as the same is installed under the supervision and direction of the city. (Ord. of 4-12-66, ' 2)
- (I) Infant. Any child three years of age, or younger.

BIG SPRING CITY CODE

- (J) Infant Burial Space. A burial space which is approximately 3 of the size of an adult space, which is only available in designated infant grave sections.

Sec. 6-3. Purchase of Lots: Procedure.

Any person, associated or fraternal organization desiring to purchase a lot or grave space in the permanent care cemetery shall deposit with the City Secretary the amount listed below according to the schedule of rates as shown:

Adult Lots - with monument privileges	\$ 900.00
Infant lots B with monument privileges	\$ 250.00

The owner of a lot with monument privileges shall be entitled to place a monument on the lot, provided, however, the location or arrangement of the monument shall be directed by the City, and failure of the owner to abide by the decision of the City concerning the location or arrangement of the monument shall constitute a forfeiture of the right of the owner to place such monument upon the lot.

The deposit of said sum shall thereafter impose upon the city the obligation to permanently maintain and care for the space so designated in the certificate issued by the City Secretary. The charges prescribed by this section may be adjusted from time to time when it is determined by the city council, upon the advice of the trustees of such fund that the adjustment of such charges should be made in order to insure financial stability and efficiency of operation of the permanent care cemetery. (Ord. of 9-23-80; Ord. 7-82, 11-23-82, Ord. of 5-16-87, ' 6-3, Ord. of 9-28-99, Ord. of 9-23-03, Ord. of 9-28-04)

Sec. 6-4. Certificate Issued Purchaser: Recording Required.

Upon the deposit of such money the city secretary shall issue a certificate acknowledging receipt of such money and describing the location of the space so purchased, together with the covenant of the city to permanently care for and maintain the sod, trees, and shrubs on such space. All such certificates shall be recorded by the owner in the Deed Records of Howard County, Texas. (Ord. of 4-12-66, ' 4)

Sec. 6-5. Interment Fees (Charges for Opening, Closing Graves).

There shall be a charge for the opening and closing of each grave space in the permanent care cemetery, as set forth in the following schedule:

	<u>Adult</u>	<u>Infant</u>	<u>Flat Rate</u>
Weekday before 3:00 p.m.	\$675.00	\$300.00	
Weekday, 3:00 p.m. or later,			
Weekday or City-Observed Holiday	\$825.00	\$450.00	
Cremains			\$400.00

The entire interment fee prescribed above shall be deposited into the Cemetery Fund for the operation and maintenance of the cemetery, chapel, and office. The interment fee shall include choice of the use of chapel or canopy for service. If canopy is chosen, the cemetery will supply grass carpet, chairs, and lowering device. The charges prescribed by this section may be adjusted from time to time when it is determined by the City Council that the adjustment of such charges should be made in order to ensure the financial stability and efficiency of operations of the permanent care cemetery. (Ord. Of 9-28-99, Ord. of 5-12-09)

CEMETERIES, PARKS AND RECREATION

Sec. 6-6. Monuments, Markers Limited; Installation Charges.

Except for areas designated as Old Masonic, IOOF, Old City Section, and the grave space bearing the letter "M", as shown on the plat of said Cemetery or the Amendments thereto, no markers, monuments, or other appurtenances shall be used to designated burial space or graves in the Permanent Care Cemetery other than a metal or stone plaque installed in such a manner so as to permit mowing equipment to pass over the same without striking said marker; the marker shall be no larger than the plot. All markers shall be installed in the Permanent Care Cemetery by the Funeral Home responsible for the interment in accordance with the City specification established for monument placement. (Ord. of 1-11-94)

Sec. 6-7. Records; Duties of City Secretary.

The city secretary shall keep a permanent and well-bound record book in which shall be kept in alphabetical order the names of all persons depositing funds for permanent care, the amount deposited, the names and location of lots and graves of each owner, and such other information as the city council may prescribe from time to time. (Ord. of 4-12-66, '7)

Sec. 6-8. Permanent Care Fund: Allocation of Monies Received.

As each lot or grave space is purchased, the entire amount of money received by the city for the purchase of said lots shall be deposited in the Cemetery Fund. As interment fees are collected (opening and closing graves), the entire amount received by the City for said interments shall be deposited in the Cemetery Fund. In addition, one hundred percent (100%) of the monument privilege fee shall be deposited in the Cemetery Fund.

Funds that have previously been placed in the Cemetery Permanent Care Fund shall remain there forever. Interest earned on the principal in the Cemetery Permanent Care Fund shall be transferred to the Cemetery Fund for general maintenance and operation of the cemetery.

The allocation of revenue between the Cemetery Fund and the Cemetery Permanent Care Fund may be adjusted from time to time when it is determined by the City Council that the adjustment of such allocation of revenue should be made in order to ensure the financial stability and efficiency of operations of the permanent care cemetery. (Ord. of 9-23-80, Ord. of 9-23-03)

Sec. 6-9. Permanent Care Fund: Investments of Funds.

All permanent care funds shall be invested in a manner consistent with the duly authorized and adopted Investment Policy of the City of Big Spring. Additionally, a permanent record shall be kept by the Director of Finance showing that the principal of the Cemetery Permanent Care Fund has been maintained, as well as permanent records reflecting interest earnings and transfers of same to the Cemetery Fund. (Ord. of 4-12-66, '9, Ord. of 9-23-03)

Sec. 6-10. Board of Trustees.

(Ord. of 4-12-66, '10, Ord. of 9-23-03)

BIG SPRING CITY CODE

Sec. 6-11. Designation of Permanent Care Areas.

A map, held in the custody of the city secretary, designates the areas in the burial ground in the City of Big Spring as permanent care sections, special care sections, fraternal order trusts, religious organization tracts, and any other specific designations as shown thereon. The areas so designated and classified on such map shall be developed and cared for in the manner provided in this article. The city shall have the duty to permanently care for the land, lots and burial spaces that are specifically designated by the term "permanent care" on said map. (Ord. of 4-12-66, ' 12)

Sec. 6-12. City to Act as Permanent Trustee.

This article does hereby establish the intent of the City of Big Spring to act as permanent trustee for the permanent care and upkeep of certain lots and graves in the burial grounds of the city, but does in no manner obligate the city or impose upon it the duty to maintain a permanent care cemetery or any portion thereof until such time as the necessary funds have been made available and until such time as the city acquires possession of such funds or land. (Ord. of 4-12-66, ' 13)

Sec. 6-13 through 6-20 Reserved.

Article 2. City Auditorium

Sec. 6-21. Control and Supervision.

The city auditorium shall be under the general control and supervision of the Facilities Coordinator under the oversight of the Community Services Director, subject to the terms and provisions of this article, contract stipulations not in conflict with this article and other rules and regulations which may be enacted by the city council. (Ord. of 12-13-39, ' 1, Ord. 9-26-17)

Sec. 6-22. Application for Use.

Applications for the use of the City Auditorium shall be filed with the Community Services Department and acted upon in the order of their filing. The Facilities Coordinator shall schedule for the use of the Auditorium and shall classify such applications and submit to the City Council any request for waiver of fees. Requests for waiver of fees by non-profit organizations charging entry fees and profit-making organizations shall be submitted to the City Council prior to each individual event and shall not be grouped for the purposes of obtaining an all-inclusive exception to the required fees. The decision of the City Council shall be final in all matters relating to the use of the Auditorium and rates to be charged therefore. Where applications are made for the use of the Auditorium for purposes not covered by this article, the City Manager shall have the power to classify such applications and determine the rates to be charged. Acting through the Facilities Coordinator, the City hereby reserve the right to refuse to rent or allow the use of the Auditorium to any individual, organization or group. (Ord. of 12-13-39, ' ' 5,7, Ord. 9-26-17)

Sec. 6-23. General Rates Prescribed.

The rates to be charged for the use of the City Auditorium shall be determined according to the following schedule of rates:

CEMETERIES, PARKS AND RECREATION

(A) Rates (performances 6 hour maximum):

- (1) A Non-Profit, Taxing Entity, or other entity or group that is providing a service to the community that is not a fundraiser and does not charge an entry fee:

Deposit:	\$ 0.00
Rent:	\$ 0.00
Rehearsals	\$ 20.00/hr.
Event in excess of Six (6) hours	\$ 20.00/hr.

- (2) A Non-Profit or Taxing Entity that is charging a ticket/entry fee or utilizing the facility for a fundraising event:

Deposit:	\$ 200.00 (Refundable)
Cleaning Fee	\$ 100.00
Rent:	\$ 300.00 per performance
Rehearsals	\$ 50.00 first 4 hours; and \$ 20.00 per hour (or fraction thereof) thereafter

- (3) An entity, group, or individual that is not a Non-Profit or Taxing Entity that is providing a service to the community that is not a fundraiser and does not charge an entry fee:

Deposit:	\$ 200.00 (Refundable)
Cleaning Fee	\$ 100.00
Rent:	\$ 300.00 per performance
Rehearsals	\$ 50.00 first 4 hours; and \$ 20.00 per hour (or fraction thereof) thereafter

- (4) Rental of the Facility for a profit making venture:

Deposit:	\$ 400.00 (Refundable)
Cleaning Fee	\$ 200.00

BIG SPRING CITY CODE

Rent:	\$ 600.00 per performance
Rehearsal	\$ 100.00 first hour (4) hours; and \$ 20.00 per hour (or fraction thereof) thereafter

(B) Sound and Lighting System Operations; Fees:

- (1) Sound and lighting system operations shall be performed by City staff only, no exceptions.
- (2) Rental and rehearsal rates include staff operation of the standard lighting system during performances and rehearsals.
- (3) The carbon spotlight requires additional staffing and resources and therefore shall be available for rent for an additional twenty-five dollars (\$25.00) per hour.

(C) Moving of Props and Equipment Outside Regular Business Hours:

An additional fee of twenty dollars (20.00) per hour shall be charged if lessee finds it necessary to move props and equipment into or out of the Auditorium outside of regular business hours of the City, except immediately prior to or following a scheduled performance or rehearsal. This fee shall be a minimum one hour fee.

(Ord. of 3-28-88, Ord. 9-26-17)

Sec. 6-24. Limitation on Binding Effect of Reservations.

Reservations for the City Auditorium shall not be binding until the signed contract and the deposit required by Section 6-25 have been remitted to the City, except that a reasonable time necessary for communications and mail service shall be observed.

(Ord.5-27-86, Ord. 9-26-17)

Sec. 6-25. Deposit, Due Dates, Cancellation.

The appropriate deposit and cleaning fee shall be payable to the Community Services Department a minimum of fourteen (14) days prior to the first scheduled use of the Auditorium upon which time a contract for rental needs to be executed. In the event the lessee does not use the Auditorium, cancellation must be made no later than seven (7) days prior to scheduled use of the facility or said deposit shall be retained by the City as rental but said cleaning fee shall be refunded to lessee. The deposit paid by Lessee will be applied to any repairs to the Leased Premises for which Lessee is liable under the Lease, and for the cost of any removal or disposal of trash, debris, or property left on the Leases Premises by Lessee. Lessee is liable to the City for any cost of repairs or cleanup in excess of the amount of the deposit. Any monies from the deposit remaining after all lawful deducts are made by the City will be returned to Lessee.

(Ord. 9-26-17)

CEMETERIES, PARKS AND RECREATION

Sec. 6-26. Audience to Be Provided with Seats, Chairs in Aisles Prohibited.

No admissions are to be sold to any performance or exhibition held in the City Auditorium, unless the purchaser is provided with a seat. The sale of standing room will not be permitted and chairs will not be allowed in aisles. (Ord.5-27-86, Ord.9-9-86, Ord. 9-26-17)

Sec. 6-27. Concessions.

No concession will be granted for the sale of any articles of food or drink within the City Auditorium except for such articles which, in the opinion of the Facilities Coordinator and/or City Manager, will not result in any damage to the furniture or fixtures in the Auditorium. Likewise, no concession will be granted which may, owing to the nature of the program, result in extreme littering of the premises. Where such concessions are granted, the concession operator must arrange for sufficient additional janitorial service to clean up the litter and refuse resulting from the sale and consumption of such articles. (Ord. 9-26-17)

Sec. 6-28. Alcohol Permitted with Restrictions; Permit Required; Additional Deposit.

- (A) Approved Areas. The sale, distribution, delivering and/or consumption of alcoholic beverages shall be allowed at the City Auditorium in conjunction with an approved alcohol permit, or as authorized by the Chief of Police for downtown festivals/events.
- (B) Applications. The application for reservations where the sale, distribution, delivery and/or consumption of alcohol is planned must be:
- (1) Submitted not later than fourteen (14) days prior to the date of the event;
 - (2) Made in the form prescribed by the City Manager;
 - (3) Accompanied by proof of approval by the Texas Alcoholic Beverage Commission for the sale, service or delivery of alcoholic beverages for the activity;
 - (4) Accompanied by proof that the applicant does not owe any delinquent taxes to the City of Big Spring or Howard County;
 - (5) Accompanied by payment for all applicable fees for the location as well as an additional non-refundable temporary alcohol permit fee in the amount of One-Hundred Fifty Dollars (\$150.00) per day; and
 - (6) An additional alcohol deposit of Two Hundred Dollars (\$200.00) shall also be required. This deposit shall be refundable but subject to the same conditions set forth in Section 6-25.
- (C) Conditions. The following conditions apply:
- (1) Specific date(s) and times that the reservation is valid shall be set forth in writing and shall not exceed three (3) consecutive days;

BIG SPRING CITY CODE

- (2) Evidence of approval from the Texas Alcoholic Beverage Commission to sell, serve and/or deliver alcoholic beverages for the activity shall be kept at the location during the entire event;
- (3) The dispensing of alcoholic beverages must be from a bulk delivery service using spill-proof containers that meet the minimum standards of the Facilities Coordinator or the City Manager. No glass containers or bottles will be allowed;
- (4) Sale, distribution, or delivery of alcoholic beverages must stop no later than one (1) hour before the scheduled end of the event;
- (5) Security is required for the authorized sale, distribution, or consumption of alcohol on the premises. The permit holder is responsible for all costs associated with procuring security personnel;
- (6) The sale, distribution, and/or consumption of alcohol at the City Auditorium is only authorized in association with rental of the premises. No alcoholic beverages may be carried in or out of the specific location authorized in the reservation except by those persons authorized by Texas Alcoholic Beverage Commission to sell, serve or deliver alcoholic beverages for the event, while in the course and scope of such purpose.

(Ord. 9-26-17)

Sec. 6-29. Broadcasting or Televising Programs.

There shall be no broadcasting or televising of any program at the City Auditorium without written consent from the City Manager. (Ord. of 12-13-39, ' 3, Ord. 9-26-17)

Sec. 6-30. Responsibility of Lessee's Sponsoring Programs.

Any local organization leasing the auditorium and sponsoring a program shall be directly responsible for fully informing all principals under its sponsorship of the provisions of this article and contract provisions. A lessee shall be held liable for any unpredetermined unpaid charge accrued by those sponsored. (Ord. of 12-13-39, ' 2, Ord. 9-26-17)

Sec. 6-31. Liability for Damages to Auditorium Property.

Any person renting the Auditorium shall be liable and shall pay to the City all damages done to property, normal wear and tear excepted. (Ord. of 12-13-39, ' 6, Ord. 9-26-17)

Sec. 6-32. Prohibited Removal of City-Owned Equipment; Storage of Non City-Owned Property.

The piano, lighting, and sound system located in the Municipal Auditorium shall not be removed from the premises for use in any other facility or for any other activity. Storage of any property, including equipment, paper goods, stock of any sellable items, etc., not belonging to the City shall not be stored at the Auditorium for a period longer than three (3) days before an event or three (3) days after an event. (Ord. 9-26-17)

CEMETERIES, PARKS AND RECREATION

Sec. 6-33. Surrender of Premises; Lessee Responsibility.

Lessee shall surrender the Auditorium in substantially the same condition as it was received. The cleaning fees established in Section 6-23 above are not applicable to picking up and proper disposal of loose trash and debris. Lessee shall be responsible for the picking up and proper disposal of all loose trash and/or debris from the facility, to include backstage, dressing rooms, stage, and seating areas, prior to surrender of the facility to the City. Failure by Lessee to adequately clean the facility will result in an additional cleaning charge of up to \$200.00 that shall be paid from the deposit or billed to lessee. Future rentals are contingent upon full payment of all unpaid fees resulting from previous rentals.

(Ord. 9-26-17)

Sec. 6-34. Release of City from Liability for Injury or Damages.

Each rental pursuant to the provisions of this article shall be conditioned that, by the request of such rental, the lessee thereof agrees to release, indemnify, and hold harmless the City fully and completely the City from any and all injuries or damages that might be sustained by the lessee thereof or any other individuals participating in an event held at the City Auditorium or the surrounding area. Any use of the premises shall constitute acceptance of this release.

(Ord. 9-26-17)

Sec. 6- 35 through 6- 40. Reserved.

Article 3. Dora Roberts Community Center

Sec. 6-41. Definition.

For the purpose of this article, the term "Center" shall mean the grounds, entire premises, parts or portions of the Dora Roberts Community Center. (Ord. of 3-14-72, Ord. of 4-8-14)

Sec. 6-42. Administration.

The administrator in charge of the center shall be the Facilities Coordinator under oversight of the Community Services Director, or such other person as may be designated by the City Council, who shall discharge such duties pertaining to the Center as may be prescribed by the City Council and by this Article. (Ord. of 3-14-72, Ord. of 12-9-03, Ord. of 4-28-15)

Sec. 6-43. Written Contract Required.

A written contract shall be required for rental of the entire Center or any part or portion thereof. Verbal agreements to rent the Center shall not be recognized under any circumstances. The regulations contained in this Article as well as the Facility Use Guidelines shall constitute the entire agreement and may not be varied or altered unless approved by an authorized representative of both parties upon written request. The Facilities Coordinator is hereby authorized to execute rental contracts for the Center on behalf of the City. (Ord. of 3-14-72, Ord. of 12-9-03, Ord. of 4-8-14, Ord. of 4-28-15)

BIG SPRING CITY CODE

Sec. 6-44. City's Right to Refuse to Rent.

Acting through the Facilities Coordinator, the City hereby reserves the right to refuse to rent or allow the use of the Center to any individual, organization or group. (Ord. of 3-14-72, Ord. of 12-9-03, Ord. of 4-8-14, Ord. of 4-28-15)

Sec. 6-45. Reserving Facilities.

Reservation for use of the Center shall be made at the office of the Facilities Coordinator and will be granted on a first come, first served basis. However, the City may designate and specify times or dates for which reservations will not be accepted and the Center will not be used by individuals, organizations or groups. (Ord. of 3-14-72, Ord. of 12-9-03, Ord. of 4-8-14, Ord. of 4-28-15)

Sec. 6-46. Deposits, Rental Fees, and Security.

All deposit fees shall be paid at the time the Center is reserved. Deposits are intended to protect the City against loss of revenue for cancelled events and to ensure payment for cleaning and/or repair of damages caused by negligence, carelessness, accident, or abuse of the premises, equipment, facility decorations, the center grounds, and/or parking lot which may result from the use of the Center by the renter or any person allowed into the facility by renter whether through renter's action or inaction. In the event repairs and/or cleaning costs exceed the amount of the deposit, renter shall be responsible for the payment of any excess. The amount of the deposit shall be as prescribed below in Sec. 6-46 (A) through (G).

All fees must be paid in full seven (7) days prior to the scheduled event. A copy of any required permit, including but not limited to, food service, dance, or alcohol, must be submitted to the Facilities Coordinator upon final payment of rental fees. There will be no discounts to the rental fees for any individual, group or organization. Rental fees are prescribed below in Sec. 6-46 (A) through (G). An early set-up fee, late clean-up fee, or both, will be required if the renter chooses, within 2 weeks prior to the scheduled event rental, to set up on the day before the scheduled event or to clean up on the day after the scheduled event and has not already rented the room for use on the consecutive days. However, this option will only be available if the individual room(s) or areas in question are not rented to another individual, group or organization that has paid all rental fees.

	Location	Rental Fee	Deposit	Deposit w/ alcohol	Consecutive Day Rental	Early Set-UP or Late Clean-Up Fee
(A)	Entire Building	\$650.00	\$550.00	\$750.00	\$325.00	\$200.00
(B)	Ballroom	\$400.00	\$300.00	\$500.00	\$200.00	\$100.00
(C)	Lake Room	\$300.00	\$200.00	\$300.00	\$150.00	\$ 75.00
	M-F Rental 3p-12a	\$150.00	\$100.00	\$200.00	N/A	N/A
(D)	Classroom	\$150.00	\$100.00	\$200.00	\$ 75.00	\$ 50.00

CEMETERIES, PARKS AND RECREATION

(E)	Fireplace Room	\$ 50.00	\$ 50.00	\$100.00	\$ 25.00	\$ 20.00
	M-F Rental 3p-12a	\$ 25.00	\$ 25.00	\$ 50.00	N/A	N/A
(F)	Kitchenette (by Ballroom)	\$100.00	\$100.00	\$200.00	\$ 25.00	\$ 25.00
(G)	Pavilion	\$ 50.00	\$ 50.00	\$100.00	\$ 25.00	\$ 20.00

(Ord. of 3-14-72; Ord. of 11-24-81, ' 1, Ord. 9-9-86, Ord. 12-9-03, Ord. 7-24-07, Ord. of 12-11-07, Ord. of 1-27-09, Ord. of 9-21-10, Ord. of 4-8-14, Ord. of 4-28-15, Ord. of 1-24-17)

Sec. 6-47. Special Services and Equipment.

Fees for special services, equipment and conveniences shall be charged to and paid by the renter as part of the Center's rental fees. Special services and equipment fees are prescribed below. If these items are damaged, broken or lost, the actual replacement cost will be deducted from the deposit. If the deposit does not fully cover the amount of damages or lost or broken items, the deposit will be retained and the renter will be required to pay the difference.

	Apparatus	Fee
(A)	Public Address (PA) System	Free w/ Ballroom (upon request)
(B)	Portable Screen	\$ 75.00 Deposit/\$75.00 Per Day
(C)	Projector	\$100.00 Deposit/\$100.00 Per Day
(D)	<u>Security.</u>	The individual, organization or group hosting an event for which the services of police, guards or watchmen are required or desired; whether incidental to permit requirements, to handle a large crowd (50 or more), or for the protection of equipment; is responsible for procurement and compensation of individuals providing such services. The services of licensed law enforcement officers of licensed private security officers from approved agencies employed at scheduled events is immediately required when alcohol is served.

(Ord. of 3-14-72, Ord. of 12-9-03, Ord. of 7-24-07, Ord. of 1-27-09, Ord. of 4-8-14, Ord. of 4-28-15; Ord. of 1-24-17)

Sec. 6-48. Establishment of Insurance Requirement.

The city council shall establish all insurance requirements pertaining to the use of the center and its premises. (Ord. of 5-27-86, Ord. of 3-28-88, Ord. of 6-13-89, Ord. of 12-9-03)

Sec. 6-49. Renter to Indemnify City.

By executing the Facility Use Guidelines, the renter agrees to indemnify and hold harmless the City of Big Spring from any and all liability, civil, administrative or otherwise, whether through tort, contract or any other form of claim which may result from or be related to the use of the Center by renter. In the event suit is filed as a result of renter's activities, renter agrees to provide, at renter's sole

BIG SPRING CITY CODE

expense, a defense to such suit through legal counsel acceptable to the City of Big Spring. In the event a judgment is entered finding that the suit or claim was partially the fault of the City of Big Spring, then this indemnity and any resulting payments shall be reduced by the percentage that the fault of the City of Big Spring bears to the total liability. The City of Big Spring shall only be required to comply with this section to the extent allowed by law. (Ord. of 3-14-72, Ord. of 12-9-03, Ord. of 4-8-14)

Sec. 6-50. Termination/Cancellations of Agreement; Refunds and Forfeitures.

All rental payments under a lease agreement shall be due and payable to the city seven (7) days prior to the date of the event. Failure of the renter or user to use the premises during the agreed period shall constitute a breach of contract and the deposit and rental payment shall be forfeited to the city to serve as liquidated damages for breach of the contract. In case of an event cancellation, the following schedule will determine the amount of deposit and rental fees to be refunded, if any:

- | | |
|---|-------------|
| (A) Notice received fourteen (14) days prior to event | Full Refund |
| (B) Notice received four (4) days to thirteen (13) days prior to event: | 1/2 Refund |
| (C) Notice received three (3) days or less prior to event | No Refund |

(Ord. of 3-14-72, Ord. of 12-9-03, Ord. of 4-8-14)

Sec. 6-51 through 6-69. Reserved.

Article 4. Parks and Recreation

Division 1. In General

Sec. 6-70. Opening and Closing Hours for Parks.

- (A) General parks The below listed parks in the city are hereby classified as general park areas and the same shall be open for public use between the hours of 6:00 a.m. and 10:00 p.m.

- (1) Birdwell Park
- (2) Dr. Morgan Park
- (3) Comanche Trail Park

Entry upon the premises of the above listed parks at any hour other than those set forth above shall constitute a misdemeanor and any person who is found in the above listed parks during the prohibited hours shall be guilty of a misdemeanor and upon conviction thereof in the Municipal Court shall be subject to a fine not to exceed Two Hundred Dollars (\$200.00).

CEMETERIES, PARKS AND RECREATION

- (B) Neighborhood parks The below listed parks are hereby designated as neighborhood parks and shall be open for public use between the hours of 6:00 a.m. and 10:00 p.m.
- (1) ABC Park
 - (2) Elgin Park
 - (3) Jefferson Park
 - (4) Bert Andries Park

Entry upon the premises of the above listed parks at any hour other than those set forth above shall constitute a misdemeanor offense and any person found in such parks during the prohibited hours shall be deemed guilty of a misdemeanor, and upon conviction thereof in the Municipal Court shall be subject to a fine not to exceed Two Hundred Dollars (\$200.00). (Ord. of 9-24-13)

- (C) Exception: The City Manager or his designee may authorize changes to such opening and closing hours for specific events so long as due care is exercised to prevent a public nuisance and to protect the public health, safety and welfare. (Ord. of 9-13-66, ' 1; Ord. 94-83, 11-8-83, ' 1, Ord. of 9-27-11)

Sec. 6-71. Prohibition of Recreational Off-Road Vehicles in City Parks; Exception.

- (A) It shall be unlawful for any person to operate a Recreational Off-Road Vehicle on the grounds of any city park located inside the city limits, except as provided in Section 7-71 (C) below.

- (B) Definitions. For the purposes of this Section, a “Recreational Off-Road Vehicle,” or “ROV,” shall include the following terms:

- (1) An “All-Terrain Vehicle” or “ATV” is a motor vehicle that:

- i. is equipped with a seat or seats for the use of the rider and a passenger, if the motor vehicle is designed by the manufacturer to transport a passenger;
- ii. has three (3) or more wheels;
- iii. is not more than fifty inches (50”) wide; and
- iv. is not designed by the manufacturer for farm or lawn care.

- (2) A “Recreational Off-Highway Vehicle,” or “ROV,” and “Utility-Type Vehicle,” or “UTV,” is a motor vehicle that is:

- i. equipped with a seat or seats for the use of the rider and a passenger or passengers, if the vehicle is designed by the manufacturer to transport a passenger or passengers;
- ii. designed to propel itself with four or more tires in contact with the ground;
- iii. designed by the manufacturer for off-highway use; and
- iv. not designed by the manufacturer for farm or lawn care.

BIG SPRING CITY CODE

(3) "Recreational Vehicle" means a motor or electric vehicle that is:

- i. Equipped with a seat or seats for the use of:
 - a. the rider; and
 - b. a passenger or passengers, if the vehicle is designed by the manufacturer to transport a passenger or passengers;
- ii. designed to propel itself with two or more tires with contact with the ground;
- iii. designed by the manufacturer for off-highway use;
- iv. not designed by the manufacturer primarily for farming or lawn care; or
- v. an electric or gas powered motorbike.

(C) Exceptions: This section shall not apply to:

(1) Recreational Off-Highway Vehicles used by:

- i. city staff while performing duties related to a public service; or
- ii. event organizers and staff when the vehicles are used to carry out essential functions in the preparation and breakdown of , or during permitted community events;

(2) A motorized mobility device, as defined by Section 541.201 of the Texas Transportation Code; or

(3) An electric personal assistive mobility device, as defined by Section 551.201 of the Texas Government Code.

(D) Penalty. Any person violating this section shall be punished by a fine of not less than Fifty Dollars (\$50.00) nor more than Two Hundred Dollars (\$200.00).

(Ord. of 11-23-18)

Sec. 6-71 through 6-75.

Reserved.

Division 2. Parks and Recreation Board

Sec. 6-76. Created; Purpose.

There is hereby created in and for the city a board which shall be called the "City of Big Spring Parks and Recreation Board" for the purpose of acting as an advisory board to the city council concerning parks and recreation in the city. (Ord. of 2-12-63, ' 1)

CEMETERIES, PARKS AND RECREATION

Sec. 6-77 – 6-89. Reserved.

This section is repealed in its entirety and reserved for future expansion. (Ord. of 1-12-63, '6, Ord. of 2-12-63, '2,'3,'4,'5 , Ord. of 8-27-74, Ord. 7-82, 11-23-82, ' 6-77, Ord. of 2-27-01, Ord. of 12-14-10)

Division 3. City Park Pavilion Areas

Sec. 6-90. Reservations, Hours of Use and Rental Fees.

- (A) **Reservations.** Any individual or group may, upon advance payment of the rental fee in the amount prescribed herein to the City of Big Spring, reserve and have exclusive use of the reserved pavilion and its immediate environs and appurtenant facilities for the purpose of picnics, outdoor preparation and serving of food, and other lawful functions for which said pavilion could ordinarily be used during the reservation. The Facilities Coordinator will issue a detailed receipt as proof of rental.

- (B) **Hours of Use.** The rental of any pavilion located within the Comanche Trail Park or Bert Andries Park will begin at 8:00 a.m. and end at 10:00 p.m. on the day of such rental unless the City Manager or his designee extends the park closing hours pursuant to Section 6-70(C) of this Chapter.

- (C) **Rental Fees.** The following fees are for an entire day's rental. No partial day rentals will be allowed.

1. Old Settlers Pavilion	\$25.00
2. Belaski Pavilion	\$25.00
3. Haynes Pavilion	\$25.00
4. Mi Familia Pavilion	\$25.00

(Ord. of 5-14-68, Ord. of 5-27-86, Ord. of 6-14-05, Ord. of 9-27-11, Ord. of 4-28-15, Ord. of 5-10-16)

Sec. 6-91. Basis of Granting Reservation.

All reservations will be granted on a first come, first served basis; however, no reservation will be granted for a time more than one year subsequent to the making of the request. (Ord. of 5-14-68)

Sec. 6-92. Use of Facilities; Unusual Noise, Etc.

It shall be unlawful for any occupant of any rented City Pavilion to fail to yield and vacate said pavilion, its immediate environs and appurtenant facilities, upon request of a person or group having a bona fide reservation provided for in this Ordinance. No person may interfere with the peaceable enjoyment of the pavilion facilities by the person or group having reserved the same. Furthermore, persons using first come, first served City Pavilions such as Cactus Pavilion and Buffalo Pavilion shall be subject to the same rules and terms of use as reservable City pavilions. (Ord. of 5-14-68, Ord. of 03-08-10)

BIG SPRING CITY CODE

Sec. 6-93. Park Rules to Be Observed: Driving and Parking.

Persons or groups occupying and using City Pavilion facilities shall observe all enforceable state and local laws as well as all rules and terms of use for city park facilities and shall not drive or park vehicles on any areas except the roadways and parking spaces established for those purposes. (Ord. of 5-14-68, Ord. of 03-08-10)

Sec. 6-94. Penalty.

Any person violating any section of this division shall be punished by a fine of not less than ten dollars (\$10.00) nor more; than two hundred dollars (\$200.00). (Ord. of 5-14-68)

Division 4. Miscellaneous Regulations

Sec. 6-95. Prohibited uses of Cosden Lake (Comanche Trail Lake).

- (A) It shall be unlawful for any person to fish, boat, wade, swim, bathe, or in any other way trespass upon or into or make any use of any waters located in the city park which water is part of the lake or impoundment of water upon any of the land located west of the dam extending across the lake commonly known as the "Big Spring" and more particularly described in that one certain deed from First National Bank in Dallas, Texas, Trustee of the Cosden Petroleum Corporation Pension Trust, to the City of Big Spring, Texas, dated the 20th day of September, 1967, and filed of record in the Howard County Deed Records in Volume 389 on page 194. (Ord. of 8-11- 81) (Ord. of 3-26-91)
- (B) It shall be unlawful for any person to swim or operate a motor or power driven boat except for an electrical powered trolling motor, upon that portion of the city-owned body of water being a part of the lake known as Cosden Lake (Comanche Trail Lake) and being further described as the impoundment of water located east of the dam extending across the lake and more particularly described as the land conveyed to the City of Big Spring by the Fort Worth National Bank, 1970, and filed of record in the Howard County Deed Records. The City Manager shall have the authority to publish days of "non-boat use" of this portion of the Lake for specific events. (Ord. no. 68071, 7-9-89; Ord. of 8-11-81; Ord. of 7-11-89) (Ord. of 3-26-91, Ord. of 6-24-08, Ord. of 12-14-10)
- (C) In the above portion of Cosden Lake (now known as Comanche Trail Lake) described in section 6-95 (b) fishing is permitted, it shall be unlawful for any person to catch, take, or attempt to catch or take any fish, or to possess any fish taken by any method, means, or device, except by ordinary pole and line, rod and reel, fly rod, handling equipped with not more than two (2) hooks, throw-line equipped with not more than two (2) hooks. The use of any trotline, jug line, net, seine, trap, or any other device not herein authorized is prohibited, and the possession of any tackle not authorized by this section within the limits of Comanche Trail Lake (formerly known as Cosden Lake) property

CEMETERIES, PARKS AND RECREATION

shall be prima facie evidence of violation of this section. (Ord. 94-83, 11-18-83, ' 2)
(Ord. of 4-9-91).

Sec. 6-96. Pollution of Water of Cosden Lake Prohibited.

It shall be unlawful for any person to dump or dispose of trash, garbage, refuse, litter or anything of any nature, or to in any way pollute the waters of the lake impoundment described in the foregoing section 6-95. (Ord. No. 680701, 7-9-68)

Sec. 6-97. Disposal of Refuse, Garbage, Etc. in City Parks.

It shall be unlawful for any person to deposit or dispose of any refuse, waste, trash, garbage or litter in or upon any city park property except in barrels, cans or other receptacles provided for the purpose of trash and garbage disposal. (Ord. No. 680701, 7-9-68)

Sec. 6-98. Penalty.

Any person violating sections 6-95, 6-96, and 6-97 of this article shall be punished by a fine of not less than ten dollars (\$10.00) nor more than two hundred dollars (\$200.00). (Ord. No. 680701, 7-9-68)

Sec. 6-99. Use of Bicycles, Vehicles, Motor Vehicles, Horses in City Parks and Recreational Areas.

- (A) Definitions. The following words and phrases, when used in this section, shall, for the purpose of this section, have the meaning respectively ascribed to them in the section. Whenever any words or phrases used in this section are not defined herein, but are defined in the state laws regulating the operation of vehicles or horses, any such definition therein shall be deemed to apply to such words and phrases used herein.
- (1) Bicycle. Every device propelled by human power upon which any person rides, having two (2) tandem wheels either of which is over nineteen (19) inches in diameter.
 - (2) Motor vehicle. Every vehicle which is self-propelled.
 - (3) Vehicles. Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, including, but not limited to, motorcycles, dune buggies, automobiles and motor scooters.
 - (4) Horse. Any large solid footed mammal domesticated by man and used as a beast of burden, draft animal, or for riding, including, but not limited to, ponies, mules and donkeys.
- (B) Use of maintained roads. Designated parking areas and authorized riding trails required. It shall be unlawful for any person who is a driver, owner or operator of any bicycle or motor vehicle to drive, ride, operate or propel same upon, across or over any hills, trails or other public property located within the boundaries of any city park or recreational area, except upon maintained roads and designated parking areas. It shall also be

BIG SPRING CITY CODE

unlawful for any person who is the owner or rider of any horse to ride or allow same to be ridden upon, across or over any hills, trails, or other public property located within the boundaries of any city park or recreational area except upon maintained roads and designated parking areas and authorized riding trails.

- (C) Signs. The director of public works is hereby directed to erect and maintain signs at the entrance of all city parks and recreational areas and other conspicuous places therein. Such signs shall state that the riding or driving of bicycles, motor vehicles or horses upon hills, trails or public property other than maintained roads and parking areas or authorized riding trails is prohibited by city ordinances and violators shall be subject to fine.
- (D) Penalty. Any person violating any of the provisions of this section shall be deemed guilty of a misdemeanor, and upon lawful conviction thereof shall be subject to a fine, not to exceed two hundred dollars (\$200.00) for each offense. (Ord. of 7-13-71, ' 1)

Sec. 6-100. Amplification Equipment in Parks.

It shall be unlawful for any person to use electric amplification equipment in any park owned or maintained by the City of Big Spring, without first obtaining a permit from the city manager. Such permit to be issued without fee or charge. Any person violating the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine, not to exceed two hundred dollars (\$200.00) for each offense. (Ord. of 9-10-74)

Sec. 6-101. Comanche Trail Park Camp Ground and Moss Lake Recreational Area.

All camping shall be in recognized and approved recreational vehicles, motor homes, camping trailers, tent trailers, pickup campers and tents. The use of any of the nine (9) designated spaces at Comanche Trail Park Camp Ground and designated areas at Moss Creek Lake Recreation Area shall be limited to these devices. (Ord. 94-83, 11-8-83, ' 3)

Sec. 6-102. Camping Limits.

In order to afford the public the greatest possible use of the camping facilities, continuous occupancy of any of the facilities by the same person or persons shall be restricted to the following limits:

- (A) Comanche Trail Park Ground five (5) consecutive days in any thirty (30) day period.
 - (B) Moss Creek Lake Recreation Area ten (10) consecutive days in any thirty (30) day period.
- (Ord. 94-83, 11-8-83, 9-22-87, ' 3)

Sec. 6-103. Peace and Quiet.

To maintain adequate peace and quiet in the camping area, it shall be unlawful for a person to:

- (A) Conduct himself in a manner that unreasonably disturbs other persons in the campgrounds between the hours of 10:00 p.m. and 6:00 a.m. daily.
- (B) Create a disturbance by causing excessive noise by any means. (Ord. 94-83, 11-8-83, ' 3)

CEMETERIES, PARKS AND RECREATION

Sec. 6-104. Storing of Supplies and Equipment.

All excess baggage, supplies, camping equipment, etc., shall be out of sight and not create an unsightly appearance in any of the designated camping areas. (Ord. 94-83, 11-8-83, ' 3)

Sec. 6-105. Disposal of Waste Material.

Drainage of wastewater and raw sewage directly in the ground is prohibited in the camping area. Disposal of wastewater and raw sewage from self-contained campers shall be allowed only at the designated sewage disposal locations. All camping areas shall be free and clean of all trash, litter and kept in an orderly manner at all times. (Ord. 94-83, 11-8-83, ' 3)

Sec. 6-106. Camping Fee.

There shall be a camping fee of five dollars (\$5.00) per day for each camping space at Comanche Trail Park Camp Ground. Daily camp fees shall cover a period of 6:00 A.M. on the day of issuance to 6:00 A.M. of the following day. (Ord. of 9-22-87)

Sec. 6-107. Additional Requirements for Activities Involving Sales, Service or Consumption of Alcohol.

(A) Approved Areas. The sale, serving, delivering and consumption of alcoholic beverages shall be restricted to Comanche Trail Municipal Golf Course and Moss Creek Lake in accordance with the rules and regulations established for such areas, and at the following specific locations only upon approval of the City Manager upon compliance with the requirements set forth herein:

Old Settlers Pavilion at Comanche Trail Park
Authorized Area is defined by orange painted post around pavilion.

Mi Familia Pavilion at Bert Andries Park
Authorized Area includes only the concrete pavilion.

Dora Roberts Community Center
Authorized Area is within the confines of the building.

Comanche Trail Municipal Amphitheater
Authorized Area 1 is defined as that area within the rock wall on the north, east and west and 110' south of the rear rock wall.

Authorized Area 2 is defined as that area SE of the Amphitheater entrance measuring 70 ft. (from the front wall to the street) x 50 ft. wide. The area shall be fully confined within a fence, be ADA compliant, and designed in a manner that maintains access to the facility by emergency personnel. (Ord. of 11-26-91, Ord. of 9-27-11, Ord. of 5-26-15; Ord. of 9-25-18).

(B) Applications. The application for reservation for any of the locations described above where the sale, serving, delivery and/or consumption of alcohol is planned must be:

BIG SPRING CITY CODE

1. Submitted not later than ten (10) days prior to the date of the event;
2. Made in the form prescribed by the City Manager;
3. Accompanied by proof of approval by the Texas Alcoholic Beverage Commission for the sale, service or delivery of alcoholic beverages for the activity;
4. Accompanied by proof that the applicant does not owe any delinquent taxes to the City of Big Spring or Howard County; and
5. Accompanied by payment for all applicable fees for the location as well as an additional non-refundable reservation fee in the amount of One-Hundred Fifty Dollars (\$150.00) per day. (Ord. of 9-27-11, Ord. of 5-26-15)

(C) Conditions. The following conditions apply:

1. Specific date(s) and times that the reservation is valid shall be set forth in writing and shall not exceed three (3) consecutive days;
2. Evidence of approval from the Texas Alcoholic Beverage Commission to sell, serve and/or deliver alcoholic beverages for the activity shall be kept at the location during the entire event;
3. The dispensing of alcoholic beverages must be from a bulk delivery service using biodegradable paper cups or aluminum cans. **No glass containers or bottles will be allowed;**
4. Sale, service or delivery of alcoholic beverages must stop no later than one (1) hour before the scheduled end of the event; and
5. No alcoholic beverages may be carried in or out of the specific location authorized in the reservation except by those persons authorized by Texas Alcoholic Beverage Commission to sell, serve or deliver alcoholic beverages for the event, while in the course and scope of such purpose. (Ord. of 9-27-11)

Sec. 6-108 through 6-109. Reserved

Article 5. Moss Creek Lake

Sec.6-110. Application of this Article.

The provisions of this article shall apply to Moss Creek Lake and to the surrounding city-owned property located in Howard County. (Ord. of 7-14-59)

Sec. 6-111. Admission Regulations.

- (A) Entering Moss Creek Lake Except for duly authorized city employees and officers and except for public officials on official business acting within the course and scope of their official duties, no person shall enter the Moss Creek Lake area without paying the fee set out in subsection (b) below.

CEMETERIES, PARKS AND RECREATION

(B) Admission & Permit Fees

Entrance Permit \$ 3.00 per vehicle and .50 per additional person (not to exceed \$5.00). All fees other than overnight camping fees expire at 10:00 p.m. on the date of purchase.

Yearly Permit \$100.00 per family
(Limited to immediate family members residing in same household, includes boat launching and camping fees.)

The annual permit shall be effective for one (1) calendar year from date of purchase and must be available for the Caretakers review when requested. This permit allows entry of a vehicle and an attached trailer or camper. Any additional vehicles shall obtain an additional permit.

Full Service RV Hookups \$ 15.00 per over night stay. The permit expires at 12:00 noon on the day following the date of purchase. (Includes water, electricity and septic system hook-up)

Limited Service RV Hookups \$12.00 per over night stay. The permit expires at 12:00 noon on the day following the day of purchase. (Includes water and electricity only)

Full Service RV Hookup Weekly \$70.00 per week. The permit expires at 12:00 noon on the seventh day after the day of purchase.

Pavilion Rental \$25.00 per 24-hour period. Fee for pavilion must be paid before reservation will be secured. Rental includes a camping permit for one vehicle. Additional vehicles must obtain additional permits.

Overnight Camping Permit \$9.00 per over night stay. The permit expires at 12:00 noon on the day following the date of purchase. (Includes entrance fee, NO discounts for 65 years or older or children 12 or under apply due to this is a per vehicle only charge)

Boat Launching Permit \$2.00

Motorcycle Course \$5.00 per motorbike. Entrance permit NOT included. (Ord. of 8-23-94, Ord. of 1-24-95, Ord. of 3-28-00, Ord. of 8-28-01, Ord. of 3-23-04)

(C) Fee exemptions; revocation of permit No admission fee shall be charged for children under twelve (12) years of age or adults sixty-five (65) years of age or older. No permit fees shall be refunded for any reason. City of Big Spring employees and their family (spouse, children) are exempt from all permit fees with the exception of the RV park fees. City employees must provide all information required on the envelope and include

BIG SPRING CITY CODE

their first and last name and employee number. This will aid the caretaker in insuring their status is valid, and an employee of the City of Big Spring.

The lake attendant may revoke a permit or refuse to issue a permit issued under this section for any period not exceeding one (1) year, if the holder thereof or applicant for a permit violates or has in the past violated any provisions of this chapter or any rule or regulation governing the lake in its surrounds. Notice of said revocation shall be given in writing and the holder or applicant may appeal to the city manager by filing a notice of appeal with the city manager within ten (10) days after the notice of revocation. Failure to so appeal shall render the action of the lake attendant final. (Ord. of 12-18-79; Ord. of 6-28-83, Ord. of 3-28-88, ' 6-111, Ord. of 3-28-00, Ord. of 3-23-04)

- (D) Hours of Operation. Entrance to the area surrounding the lake shall open at 7:00 a.m. and close at 10:00 p.m.. When the entrance gate is closed no one shall leave Moss Creek Lake area other than these posted hours except for duly authorized city employees and officers on official business acting within the course and scope of their official duties, except in the event of an emergency. Any persons entering the lake property after 10:00 p.m. must pay the camping permit fee unless they are utilizing the RV Park in which case RV fees will apply.

The paintball course will operate only when the area is open and supervised. Paintball markers or other devices used for the play of paintball may not be used or fired in any other area of the lake. Normal operating hours will be from 9:00 a.m. to dusk, Saturday and Sunday or when the lakes caretaker deems the area to be open for play. In the event a match cannot be supervised the field will be closed to play. All players must have a signed and dated Acknowledgment of Course Rules and waiver on file with the lakes caretaker before they are allowed to play. Participants under the age of 18 must have a parent or legal guardian sign the form which must be witnessed by the lake staff.

This acknowledgement will remain valid for one calendar year and kept on file in the lake concession area. The lake caretaker or staff may at anytime request identification to insure that a person has a signed acknowledgement on file. Anyone found to be in the course when closed shall be subject to penalties outlined in Sec. 6-121 subsection D.

The Dirt Bike Course will be open from 7:00 a.m. to dusk Monday thru Sunday. No riding of an ATV, Motor Cross or Enduro style vehicles is allowed in any other area of the lake. Anyone found to be in or on the course outside of designated hours listed, driving or riding of any ATV, Motor Cross or Enduro style vehicles in any area of the lake other than the Dirt Bike Course shall be subject to penalties outlined in Sec. 6-121 subsection D.

When the store at the Moss Creek Facility is closed, payment for all permits must be placed in an envelope provided at the drop box and deposited in the drop box prior to entry into the lake area. All information requested on the envelope must be correctly

CEMETERIES, PARKS AND RECREATION

filled out for the permit to be valid. Failure to provide correct information & permit fee will result in penalties outlined in Sec. 6-121 subsection D. (Ord. 94-83, 11-8-83, '3, Ord. of 1-24-95, Ord. of 3-28-00, Ord. of 3-23-04)

- (E) Rules and Regulations The city council shall have the authority to adopt reasonable rules and regulations governing the lake or its surrounding area owned by the city which are not inconsistent with this article, and any violation of this article or said rules and regulations shall constitute a misdemeanor and shall be punishable in accordance with the applicable penalty provisions of this Code. (Ord. 94-83, 11-8-83, '3, Ord. of 5-27-86)

Sec.6-112. Boats / Jet Ski's.

No boat, aquaplane or other water vehicle operating upon the waters of Moss Lake may enter inside of the marked area bordering the intake tower or swimming area. Posted no wake areas will be enforced. Speed limits & operation of said vehicles will be according to state law. (Ord. of 5-22-79, Ord. of 11-10-98, Ord. of 8-28-01, Ord. or 3-23-04)

Sec. 6-113. Application of State Laws.

The general laws of the state, as the same are or may be amended, will control the taking of fish from Moss Creek Lake, save and except as specifically provided through proper ordinances and regulations passed by the City Council.

Sec. 6-114. Method of Fishing.

It shall be unlawful for any person to catch, take or attempt to catch or take any fish from Moss Creek Lake, or to possess any fish taken by any method, means of device, except by ordinary pole and line, rod and reel, fly rod, hand-line equipped with not more than two (2) hooks, throw-line equipped with not more than two (2) hooks, jug-line equipped with not more than two (2) hooks, and by bow and arrow; provided, however, only rough fish may be taken by bow and arrow and provided further that bow and arrow fishing shall be granted only upon issuance of a special permit by the director of public works and said fishing shall be limited to certain designated areas which areas are to be established by the director of public works who is hereby authorized to erect signs and markers for this purpose. The use of any trotline, net, seine, trap, or any other device not herein authorized is prohibited, and the possession of any tackle not authorized by this section with the limits of Moss Creek Lake property shall be prima facie evidence of violation of this section. (Ord. of 7-14-59; Ord. of 4-11-71; Ord. 94-83, 11-8-83, '3)

Sec. 6-115. Swimming, Etc. Unlawful Except in Designated Areas; Swimming Prohibited in Areas.

It shall be unlawful for any person to wade, swim, dive or float in Moss Creek Lake except in areas expressly designated for that particular activity. Swimming in Moss Creek Lake is expressly prohibited except in area designated as swimming places. (Ord. of 6-15-76; Ord. of 10-9-84)

BIG SPRING CITY CODE

Sec. 6-115.1 Skiing Allowed on Moss Creek Lake.

Skiing by use of a self-contained unit such as a Jet Ski or Wave Runner is allowed on Moss Creek Lake. Nothing may be towed or otherwise pulled behind a self contained skiing unit. Water skiing by means other than self contained units is prohibited except as may be specifically allowed by written contract executed by the authority of the City Council. A boat launch permit for each jet ski or boat having the means of propulsion by motor or wind must be paid, along with any other required permit. (Ord. of 11-9-93, Ord. of 8-23-94, Ord. of 1-24-95, Ord. of 3-23-04)

Sec. 6-115.2 Pets must be Restrained.

All dog, cats or other pets shall be kept within an enclosure or on a leash at all times. (Ord. of 3-23-04)

Sec.6-116. Fishing and Boating Prohibited Around Water Intake Tower.

No Fishing or boating activities will be permitted around the water intake tower at Moss Creek Lake within the areas designated by signs and floats.(Ord. of 6-16-76)

Sec.6-117. Discharge of Firearms, Fireworks and Hunting.

The firing of any firearms of any kind within the Moss Creek Lake facility or on the lake property is strictly prohibited. No person shall hunt with any firearm or other devices upon the waters of the lake or on the lake property in any manner at any time. Paintball Markers may be used at the Moss Creek Lake facility only in the area designated. (Ord. of 6-15-76; Ord.94-83,11-8-83, ' 3, Ord. of 3-23-04)

Sec.6-118. Disposal of Refuse, Waste, Etc.

It shall be unlawful for any person to deposit or dispose of any refuse, waste, or other inorganic matter in the waters of Moss Creek Lake or at any place on the lake property except in barrels or containers provided for that purpose. (Ord. of 7-14-59)

Sec. 6-119. Destruction of Trees and Shrubs.

It shall be unlawful for any person to cut, burn or destroy any living tree or shrub within the limits of the Moss Creek Lake property. (Ord. of 7-14-59)

Sec. 6-120. Release of City from Liability for Damages.

Each permit issued pursuant to the provisions of this article shall be conditioned that, by the acceptance of such permit, the holder thereof releases the city fully and completely from any and all damages that might be sustained by the holder thereof or his or her wife or husband, children or guests using, enjoying or being on Moss Creek Lake or the area surrounding such lake and owned and operated by the city. No person may use Moss Creek Lake or the area surrounding such lake and owned and operated by the city, without releasing the city from liability from any an all damages that might be sustained by such person and their children and guests, whether a permit is required or not. Use of the premises shall constitute acceptance of this release. (Ord. of 7-14-59, ' 10)

CEMETERIES, PARKS AND RECREATION

Sec. 6-121. Use of Bicycles, Vehicles, Motor Vehicles, Horses at Moss Creek Lake.

- (A) **Definitions** The following words and phrases, when used in this section, shall, for the purpose of this section, have the meaning respectively ascribed to them in the section. Whenever any words or phrases used in this section are not defined herein, but are defined in the state laws regulating the operation of vehicles or horses, any such definition therein shall be deemed to apply to such words and phrases used herein.
- (1) **Bicycle** Every device propelled by human power upon which any person rides, having two (2) tandem wheels either of which is over nineteen (19) inches in diameter.
 - (2) **Motor vehicle** Every vehicle which is self-propelled.
 - (3) **Vehicles** Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, including, but not limited to, motorcycles, dune buggies, automobiles and motor scooters.
 - (4) **Horse** Any large solid footed mammal domesticated by man and used as a beast of burden, draft animal, or for riding, including, but not limited to, ponies, mules and donkeys.
- (B) **Use of maintained roads, designated parking areas and authorized riding trails required.** It shall be unlawful for any person who is a driver, owner or operator of any bicycle or motor vehicle to drive, ride, operate or propel same upon, across or over any hills, trails or other public property located within the boundaries of any city park or recreational area, except upon maintained roads and designated parking areas. It shall also be unlawful for any person who is the owner or rider of any horse to ride or allow same to be ridden upon, across or over any hills, trails, or other public property located within the boundaries of any city park or recreational area except upon maintained roads and designated parking areas and authorized riding trails.
- (C) **Signs.** The director of public works is hereby directed to erect and maintain signs at the entrance of all city parks and recreational areas and other conspicuous places therein. Such signs shall state that the riding or driving of bicycles, motor vehicles or horses upon hills, trails or public property other than maintained roads and parking areas or authorized riding trails is prohibited by city ordinances and violators shall be subject to fine.
- (D) **Penalty.** Any person violating any of the provisions of this section shall be deemed guilty of a misdemeanor, and upon lawful conviction thereof shall be subject to a fine, not to exceed two hundred dollars (\$200.00) for each offense. (Ord. of 2-10-70, ' ' 1-4; Ord. of 7-13-71, ' 1)

Sec. 6-122 through 6-135.

Reserved.

BIG SPRING CITY CODE

Article 6. Amphitheater

Sec. 6-136. Rental Rates Nonprofit Use, Prescribed.

(A) Rental rates nonprofit use without the selling, serving and delivery of alcoholic beverages:

- | | | |
|-----|-----------------------------------|---------|
| (1) | 1st 24 hours or fraction thereof: | \$50.00 |
| (2) | 2nd 24 hours or fraction thereof: | \$50.00 |

(B) Rental rates nonprofit use with approval by the TABC to sell, serve and deliver alcoholic beverages:

- | | | |
|-----|--|----------|
| (1) | 1st 24 hours or fraction thereof: | \$150.00 |
| (2) | 2nd & subsequent 24 hours or fraction thereof: | \$150.00 |

(C) There shall be no charge for rehearsals in conjunction with any scheduled performance providing there is no conflict with other scheduled uses. (Ord. of 11-26-91).

Sec. 6-137. Reservations.

All reservations for use of the amphitheater to include rehearsal shall be made with the permit clerk of the City of Big Spring. (Ord. of 11-27-79, Ord. of 3-28-88, '41)

Sec. 6-138. Cleanup Deposit Nonprofit Use.

There shall be a refundable deposit for use of the amphitheater as follows:

- | | |
|---|----------|
| Nonprofit use without alcoholic beverages: | \$ 25.00 |
| Nonprofit use with TABC approval to sell,
serve and deliver alcoholic beverages: | \$500.00 |

The area of cleanup responsibility shall be as defined in Section 6-139b., attachment no. 1. (Ord. of 11-26-91).

Sec. 6-139. Activities for Profit.

(A) Any person or corporation desiring to conduct any commercial (for Profit) activity in the amphitheater shall make application in the office of Public Works on a form provided for same. Said application shall not be considered complete until such time as the fees prescribed below are paid. (Ord. 07-09-91).

CEMETERIES, PARKS AND RECREATION

First 24 hours or any part of use:	\$250.00
Second 24 hours or any part of use:	\$250.00
Cleanup Deposit:	\$500.00

(Refundable upon approval of the area's cleanliness by the City of Big Spring)

- (B) Cleanup. The lessee is responsible for the cleanup of the areas indicated on attachment #1 of this section. Failure to clean the area to the approval of the City of Big Spring will result in the forfeit of the cleanup deposit. (Ord. 07-09-91).
- (C) Cancellation. the lessee may cancel any reservation for the use of the amphitheater under this section anytime up to 72 hours of the lease date without penalty. Cancellation less than 72 hours prior to the scheduled event will result in a forfeit of \$125.00 of the use fee for the first 24 hours or fraction thereof. (Ord. 07-09-91).
- (D) Seating capacity limit on ticket sales. The lessee shall limit the attendance of patrons allowed into the amphitheater to no more than 3,900, the seating capacity of the facility.(Ord. 07-09-91).
- (E) Parking. The lease of the amphitheater shall include the use of the parking areas designated on attachment #1 of this section. Any deviations to this plan shall be approved in advance by the Chief of Police. All overflow or excess parking shall be off site and the responsibility of the lessee. (Ord. 07-09-91).
- (F) Ingress/egress to concerts. All ingress and egress to and from the amphitheater shall be via Starlight Drive from Highway 87. The lessee shall be responsible for the proper notification of the public regarding the ingress/egress routes to the amphitheater (portable signs are allowed to be used for this purpose). The City of Big Spring will provide the barricades to block the roads as depicted on attachment #1. The roads will be blocked not less than three (3) hours prior to the scheduled start of activities. (Ord. 07-09-91).
- (G) Security. The lessee must employ security personnel who are thoroughly familiar with the entire park complex and who are Certified Peace Officers in the State of Texas. The security personnel shall coordinate with the Big Spring Police Department who will approve the number and type of personnel being proposed for each event. (Ord. 07-09-91).
- (H) Concessions. The lessee shall provide on the application for use, the type, number of concession stands, as well as products to be dispensed. All concession stands shall be located at the rear of the amphitheater.(Ord. ' 07-09-91)
- (I) Sanitary Facilities. Temporary sanitary facilities shall be provided by the lessee; A minimum of four (4) units shall be required and the Director of Public Works and/or Health Officer may adjust this number upward as needed. The temporary facilities shall be removed or serviced within twenty-four (24) hours following the expiration of the

BIG SPRING CITY CODE

lease.(Ord. 07-09-91).

- (j) Indemnification. The applicant for the commercial use of the amphitheater shall indemnify the City of Big Spring against any claims and/or damages that arise from the use through the providing of a surety bond or policy in the amount of \$100,000/\$300,000 in the form and content approved by the City Attorney.(Ord.07-09-91).

Sec. 6-140. Seating Capacity Limit of the Amphitheater.

The lessee shall limit the attendance of patron~ allowed into the amphitheater to no more than 3,900, the seating capacity of the facility. (Ord. of 11-26-91).

Sec. 6-141. Parking.

The lease of the Amphitheater shall include the use of the parking areas designated on attachment +1 of this section All overflow or excess parking shall be off site and the responsibility of the lessee (Ord of 11-26-92.)

Sec 6-142. Ingress/egress to Amphitheater.

The Lessee shall coordinate with the Big Spring Police Chief of the requirements for ingress/egress and at his discretion all ingress and egress to and from the amphitheater shall be via Starlight Drive from Highway 87 The lessee shall be responsible for proper notification of the public regarding the ingress/egress routes to the amphitheater (portable signs are allowed to be used for this purpose) The City of Big Spring will provide the barricades to block the roads as depicted on attachment 1 The roads will be blocked not less than (3) hours prior to the scheduled start of the activities (Ord of 11-26-91).

Sec 6-143. Security.

The Lessee must employ security personnel who are thoroughly familiar with the entire park complex who are Certified Peace Officer in the State of Texas The security personnel shall coordinate with the Big Spring Police Department who will approve the number and type of personnel being proposed for each event (Ord of 11-26-91)

Sec 6-144. Concessions.

The Lessee shall provide on the reservation application for use, the type, number of concession stands, as well as products to be dispensed All concession stands shall be located at the rear of the amphitheater (Ord of 11-26-91).

Sec 6-145. Sanitary Facilities.

Until such time as permanent facilities are constructed, temporary sanitary facilities shall be provided by the lessee A minimum of four (4) units shall be required and the Director of Public Works and/or Health Officer may adjust this number upward as needed The temporary facilities shall be removed or serviced within twenty-four (24) hours following the expiration of the lease (Ord of 11-26-91)

CEMETERIES, PARKS AND RECREATION

Sec 6-145a. Indemnification.

The application for the commercial use of the amphitheater shall indemnify the City of Big Spring against any claims and/or damages that arise from the use through the providing of a surety bond or policy in the amount of 100,000/300,000 in the form and content approved by the City Attorney (Ord of 11-26-91).

Article 7. Comanche Trail Golf Course.

Sec 6-146. Golf Course Fees.

The following fees shall be paid for the use of the Municipal Golf Course:

(A) **Daily Green Fees:**

Week Day	\$ 20.00
Week Day - Senior Citizen age 65 or over	\$ 18.00
Week Day - Junior golfer (17 or younger)	\$ 14.50
Weekend and Holiday	\$ 24.00

Twilight Discount - A 50% discount to all daily green fees applies if play starts after 4:00 p.m. during daylight saving time or after 3:00 p.m.. during any period when daylight savings time is not in effect. (Ord. of 8-24-04, Ord. of 1-25-05, Ord. of 9-27-11, Ord. of 8-8-14)

(B) **Annual Green Fees:**

Annual green fees will run from April 1st through March 31st of each year. No annual green fees will be sold after April 10th except in conjunction with initial applications for annual membership received after April 10th in which case the fees may be prorated for the months remaining in the annual membership.

Individual - Unlimited Play	\$ 690.00
Individual - Limited Play Senior (65 or older)	\$ 525.00
Individual - Limited Play Junior (17 or younger)	\$ 165.00
Family – Unlimited Play	\$ 935.00
Family - Limited Senior (65 or older)	\$ 660.00

Unlimited Play means that a golfer can play on the course anytime it is open for business and he or she has scheduled tee time. Please note: when tournaments are scheduled, the course is not considered open for business.

Limited Play means that a golfer is not allowed to play on weekends or holidays unless they pay the applicable daily green fees and have a scheduled tee time.

Family Play is a family membership defined as two members of a family **living in the same household.** (Ord. of 9-27-11, Ord. of 8-8-14)

CEMETERIES, PARKS AND RECREATION

(This is for 12 months of unlimited usage of the driving range along with an unlimited supply of driving range balls with the provision that all balls and buckets will remain the property of the City of Big Spring Golf Course.)

(Ord. of 11-27-79, ' 4-10-84, ' 5-27-86, ' 7-8-86, ' 2-24-87, ' 9-24-91, ' 3-23-93, ' 10-24-95, ' 3-23-93, ' 3-24-98, Ord. of 9-24-02, Ord. of 10-8-02, Ord. of 1-25-05, Ord. of 5-12-09, Ord. of 03-08-10, Ord. of 9-27-11, Ord. of 9-24-13)

Sec. 6-147. Tournaments.

Tournaments will be allowed at the Comanche Trail Golf Course, but must be approved by the Golf Course Superintendent at least sixty (60) days prior to the requested tournament date. All participants in any tournament will be required to pay all fees associated with normal use of the Golf Course. Participants in school sponsored tournaments will be charged the Junior Twilight Fee, regardless of when the tournament is held. (Ord of 6-27-00, Ord. of 12-14-10, Ord. of 9-24-11, Ord. of 9-24-13)

Sec. 6-148. Golf Cart Rules and Fees.

- (A) All golf cart sheds shall only be leased to one person, however, a persons spouse may be included on the lease.
- (B) No golf cart shed leased may be assign, sublet or sold.
- (C) A waiting list will be established in the Golf Managers office with a copy submitted to the Assistant City Manager's office in which vacancies for golf cart sheds will be filled. Unless a person's name is on the list it will not be considered for future vacancies. It is the potential lessee's responsibility to provide current information on how to contact them if a vacancy occurs and failure to provide such information will cause their name to be removed from the list.
- (D) Private carts may not be used by any other person except the lessee's immediate family members (i.e. spouse and children).
- (E) A first violation of sub-section (D) will result in a penalty in the amount of the current cart rental rate. Any subsequent violation(s) or failure to pay any cart fees or penalties will result in the person being barred from playing golf at the Comanche Trail Golf Course for a period of two (2) months
- (F) Rental fees of golf carts to play within Comanche Trail Golf Course will be as follows:

1 cart for 9 holes of play	\$12.50
1 cart for 18 holes of play	\$25.00

(Ord. of 08-26-97, Ord. of 5-12-09, Ord. of 9-27-11)

Sec. 6-149 to 6-155. Reserved.

BIG SPRING CITY CODE

Article 8. Figure Seven Tennis Center

Sec. 6-156. Fees Prescribed.

The following fees shall be prescribed for the use of the Tennis Center:

Hourly Student Bee	\$ 1.00
Hourly Adult Fee	\$ 1.50
Daily Fee	\$ 3.00
Monthly Student Membership	\$ 8.00
Monthly Adult Membership	\$ 10.00
Monthly Family Membership	\$ 16.00
Annual Student Membership	\$ 80.00
Annual Adult Membership	\$ 100.00
Annual Family Membership	\$ 160.00

(Ord. of 11-27-79, 160; Ord. 7-82, 11-23-82, ' 6-156, Ord. of 5-27-86)

Sec. 6-157. Tennis Tournaments.

There shall be a total of five (5) tennis tournaments that may be held at the Figure Seven Tennis Center for which the fees prescribed in Section 6-156 are waived. The City Manager or his designee shall recommend to the tennis center manager the five (5) tournaments to be held each calendar year. The tennis center manager shall be responsible for conducting these tournaments and shall remit to the City of Big Spring \$25.00 for each tournament held under this section. (Ord.9-9-86, Ord. of 12-14-10)

Sec. 6-158 to 170. Reserved.

Article 9. Potton House

Sec 6-171. Rules and Regulations.

The Heritage Museum Board of Directors, with the approval of the City Council, is hereby empowered to promulgate such rules and regulations as it may deem necessary or expedient for the efficient operation of the Potton House. (Ord of 2-26-80; Ord. 12-20-88; Ord of 11-13-90).

Sec. 6-172 through 6-180. Reserved.

CEMETERIES, PARKS AND RECREATION

Article 10. Ballfield Recreational Areas

Sec.6-181. League Fees Prescribed.

- (A) Each youth or adult softball, baseball, soccer, or football league desiring to play on the fields at the Roy Anderson Sports Complex or the Cotton Mize Field recreation areas shall register with the Convention and Visitors' Bureau no less than thirty (30) days prior to the start of each season and pay a season fee of Two Hundred Dollars (\$200.00) per team. The registration form must indicate the beginning and ending date of the league season and the number of teams in the league, must be accompanied by full payment for the number of teams in the League, a copy of the season playing and scrimmage schedule, and a copy of the league insurance certificate naming the City of Big Spring as additional insured. Leagues will not be permitted to use the Complex on days not specified in the schedule.

- (B) Use of Common Areas: Each league will be allowed use on the days specified in the schedule of the common areas associated within the respective fields including restrooms and concession stands as indicated on the map attached to the registration form on file with the Convention and Visitors' Bureau. During the defined season for each League, it shall have exclusive use of the applicable concession area and may lock the concession using the two (2) keys provided to each League President at the time of registration. Tournament users scheduled by the Convention and Visitors' Bureau during the League season will not be allowed to use the concession area without the written consent of the applicable League but may set up an outside concession area. At the end of the season, the League must remove all items and equipment from the concession area, return two (2) concession stand keys and will no longer have exclusive use of the area during the off-season. Any items not removed within ten (10) days of the end for the season will be removed and stored. The applicable league will be responsible for removal and storage fees before return of the equipment. Failure to return concession stand keys will result in a One-Hundred Dollar (\$100.00) fee that shall be paid before the applicable League is granted use of the concession stands for any subsequent season.

- (C) Leagues providing concessions must obtain a City of Big Spring Food Safety Permit but shall be excepted from the permit fees. If someone other than the League provides concessions they must obtain the permit and pay all applicable fees. (Ord. of 5-27-86, Ord. of 8-11-87, Ord. of 5-24-88, Ord. of 4-25-89, Ord. 11-10-92, Ord. 3-12-02, Ord. 5-11-04, Ord. of 02-23-10; Ord. of 8-7-12; Ord. of 11-17-12)

Sec. 6-182. Non-League Fees Prescribed.

For all non-league activities, including but not limited to tournaments, special games, and other uses of the fields at Roy Anderson Sports Complex and Cotton Mize Field, the following rules shall apply:

BIG SPRING CITY CODE

- (A) **Roy Anderson Sports Complex Activities:** All sport tournaments and other recreational uses must be scheduled through the City's Convention and Visitors' Bureau no less than fourteen (14) days prior to the activity and sponsors must pay in advance a Five-Hundred Dollar (\$500.00) refundable deposit and a Seventy-Five Dollar (\$75.00) per field per day non-refundable fee. If lighting is to be used, the sponsor must pay an additional Ten Dollar (\$10.00) per field per hour fee in advance. The City will refund the deposit to the activity sponsor after completion of the event and an inspection for any necessary cleaning or repairs. The sponsor must pay all necessary cleaning, repair expenses and lighting fees for any additional lighting hours before the balance of the deposit is refunded.

Concession: Any person providing concessions at a non-league activity must pay a One-Hundred Dollar (\$100.00) refundable concession deposit for each concession stand or vendor and a Two-Hundred Dollar (\$200.00) concession stand fee for concession sales if the indoor concession stand is used during off-season tournaments or a One-Hundred Dollar (\$100.00) set up fee for each outside concession stand. These fees shall apply for up to four (4) days of concession sales with an additional Seventy-Five Dollar (\$75.00) per concession stand fee for each day of concession sales thereafter. Concession providers must obtain a City of Big Spring Food Safety Permit and pay all applicable fees.

- (B) **Cotton Mize Field:** All sport tournaments or other recreational uses of Cotton Mize Field must be scheduled through the City's Convention and Visitors' Bureau no less than fourteen (14) days prior to the event and sponsors must pay a One-Hundred Dollar (\$100.00) refundable deposit and a Seventy-Five Dollar (\$75.00) per field per day non-refundable fee. If lighting is to be used, the sponsor must pay an additional Ten Dollar (\$10.00) per field per hour fee in advance. The City will refund the deposit to the activity sponsor after completion of the event and an inspection for any necessary cleaning or repairs. The sponsor must pay all necessary cleaning, repair expenses and lighting fees for any additional lighting hours before the balance of the deposit is refunded.

Concessions: Any person providing concessions at a non-league activity must pay a One-Hundred Dollar (\$100.00) set up fee for outside concession stands. This fee shall apply for up to four (4) days of concession sales with an additional Seventy-Five Dollar (\$75.00) per concession stand fee for each day of concession sales thereafter. Concession providers must obtain a City of Big Spring Food Safety Permit and pay all applicable fees.

CEMETERIES, PARKS AND RECREATION

(C) For purposes of this Section, a day shall consist of a twenty-four hour (24) period commencing at midnight. All applicants shall agree to comply with any proposed rules or regulations for the use of the Big spring ball field areas as promulgated by the City of Big Spring. At the special request of the applicant, the City Manager, or his designee, may authorize the use of Cotton Mize Field during the daylight hours. (Ord. of 8-7-12)

Sec. 6-183 through 6-190. Reserved.
(Ord. 8-11-87, ' 182, Ord. 5-11-04, Ord. of 02-23-10, Ord. of 12-14-10, Ord. of 7-12-16)

Article 11. Russ McEwen Aquatic Center

Sec. 6-191. Fees.

Daily entrance fee (for any person that enters the center)

Age 3 & Up	\$5.00
Age 2 & Under	Free
Punch Pass	\$50.00 (good for 12 entries)
Private 1 hr Group Rental	\$4.00 per person – minimum fee of \$100.00 (See Section 6-194)

Entrance fees may be paid by cash, debit, or credit cards only – no checks

The City Manager may set alternative fees for rental of the entire facility, for reduced or extended hours of operation or for special events.
(Ord. 5-24-11, Ord. of 7-12-11)

Sec. 6-192. Pavilion Rental.

Four pavilions are available for rent at the Aquatic Center

Pavilion Rental Fee:	\$25.00/hour (2 hour minimum)
Cleaning Deposit	\$25.00

All applicable rental fees and cleaning deposits must be paid at the time the reservation is made. Renters are required to clean the pavilion and remove all trash and debris prior to departure at the end of the event. Failure to adequately clean the pavilion will result in forfeiture of the deposit. The City will mail any refund due for the pavilion cleaning deposit to the address provided with the reservation. Aquatic Center staff will not be able to refund any fees or deposits.(Ord. of 5-24-11)

BIG SPRING CITY CODE

Sec. 6-193. Days and Hours of Operation.

Normal Operating Hours:

11:00 a.m. – 12:00 noon Tuesday through Friday	Private 1 hr. group rentals
12:00 noon – 8:00 p.m. Tuesday through Friday	Open to public
11:00 a.m. – 8:00 p.m. Saturday	Open to public
1:00 P.M. – 8:00 p.m. Sunday	Open to public

The City Manager may at his discretion increase or decrease the days and/or hours of operation for inclement weather, conflicting community events, public necessity or for any other reason he deems necessary. (Ord. of 5-24-11, Ord. of 7-12-11; Ord. of 5-22-12)

Sec. 6-194. Private Group Rentals.

Small Private Group Rental: The Aquatic Center is available for one hour private group rental from 11:00 a.m. until 12:00 noon Tuesday through Friday to accommodate groups that require close supervision, i.e. day care centers or others with similar requirements. Reservations are subject to availability of the facility and staff and must be made at least five business days in advance.

Full Facility Rental: The Aquatic Center may be reserved for private rental on Mondays at the rate of \$200.00 per hour with a two hour minimum. A \$200.00 refundable cleaning and damage deposit and the facility rental fee must be paid at the time of the reservation. Reservations are subject to availability of the facility and staff and must be made at least five business days in advance. Guests who have reserved the full facility are permitted to bring drinks, snack items, utensils, plastic/paper cups and plates, and ice chests into the Aquatic Center. No glass or metal containers are permitted. (Ord. of 5-24-11, Ord. of 7-12-11; Ord. of 5-22-12, Ord. of 5-12-15)

Sec. 6-195. Aquatic Center Rules.

1. Every person entering the Aquatic Center (whether swimming or not) must pay or present a valid punch pass.
2. Permitted swimming items include:
 - a. Wacky noodles;
 - b. Water shoes;
 - c. U.S. Coast Guard approved life vests only; and
 - d. Goggles.
3. Prohibited swimming items include:
 - a. Swim fins, water wings or large floats (including those approved by the U.S. Coast Guard);
 - b. Full face masks;
 - c. Snorkels; and
 - d. Denim or cut-off shorts.

CEMETERIES, PARKS AND RECREATION

4. The following items are strictly prohibited inside the Aquatic Center:
 - a. Weapons of any kind;
 - b. Alcohol and illegal substances;
 - c. Tobacco of any kind, electronic cigarettes, lighters, and matches;
 - d. Glass or metal containers;
 - e. Ice chests; and
 - f. Pets of any kind. **Exception:** Official service animals are permitted.
 - g. Outside food or drink. **Exception:** Guests who have reserved a pavilion for celebratory purposes are permitted to bring a cake or similar food item, plastic utensils, and plates for the occasion.

5. The following activities are adverse to a safe and fun environment and shall not be permitted:
 - a. Abusive or profane behavior or language;
 - b. Running, fighting or rough play;
 - c. Communication with Aquatic Center lifeguards, except to report an emergency;
 - d. Loitering on Aquatic Center property, including the parking lot; and
 - e. Leaning, sitting or playing on or near ropes and guard stands.

6. Proper attire is required for entry into the Aquatic Center. The following are deemed inappropriate and are therefore, not permitted:
 - a. G-string swimwear or clothing and other revealing swimwear;
 - b. Clothing or articles that depict:
 1. Profanity;
 2. Pornography or pornographic images;
 3. Graphic violence;
 4. Support of drugs or drug use;
 5. Gang symbols; or
 6. Discrimination against any group.
 - c. Tattoos that depict the following must be securely and completely covered at all times:
 1. Profanity;
 2. Pornography or pornographic images;
 3. Graphic violence;
 4. Support of drugs or drug use;
 5. Gang symbols; or
 6. Discrimination against any group.

7. Children ages 3 and under must wear swim diapers at all times when in the water.

BIG SPRING CITY CODE

8. Children ages 11 and under must be accompanied by a person that is 16 years of age or older.
9. Life guards and Aquatic Center staff may require any person to perform a swim test if, at their discretion, an unsupervised person is in the water and the person appears incapable of swimming and likely to endanger themselves or others.
10. A parent or guardian must accompany any child under 5 years of age or under 48 inches tall at all times, whether in or out of the water.
11. Guest must obey all rules and follow the directions of lifeguards and Aquatic Center staff.
12. Aquatic Center staff and lifeguards may eject and/or deny future entrance to any person for violation of these rules or for any act or threatened act they deem hazardous to the health and safety of any person, potentially harmful to property or detrimental to good order.

(Ord. of 6-11-96, Ord. of 4-23-02; Ord. of 6-10-08, Ord. of 5-24-11; Ord. of 3-24-15)

Sec. 6-196 through 6-200. Reserved.

Article 12. Fees and Deposits

Sec. 201. Fees and Deposits; Exemptions.

Repealed in its entirety. (Ord. of 5-12-86, Ord. of 8-9-94, Ord. of 1-13-98, Ord. of 5-24-11, Ord. of 4-28-15, Ord. of 5-10-16)

Article 13. Heart of the City Plaza

Sec. 202. Hours of Operation.

Heart of the City Plaza is available for rent from 8:00 a.m. to midnight on the day of rental. (Ord. of 5-10-16)

Sec. 203. Rental Fees.

The rental fee for the Plaza shall be Fifty Dollars (\$50.00) per day. An additional one-time per use, refundable cleaning deposit of Fifty Dollars (\$50.00) shall be assessed at the time of rental and due prior to use of the facility. Following the use of the facility, all necessary cleaning or repair expenses shall be paid and the balance refunded. (Ord. of 5-10-16)

CEMETERIES, PARKS AND RECREATION

Sec. 204. Alcohol Permit.

- (A) Approved Areas. The sale, distribution, delivering and/or consumption of alcoholic beverages shall be allowed at Heart of the City Plaza in conjunction with an approved alcohol permit, or as authorized by the Chief of Police for downtown festivals/events.
- (B) Applications. The application for reservations where the sale, distribution, delivery and/or consumption of alcohol is planned must be:
1. Submitted not later than fourteen (14) days prior to the date of the event;
 2. Made in the form prescribed by the City Manager;
 3. Accompanied by proof of approval by the Texas Alcoholic Beverage Commission for the sale, service or delivery of alcoholic beverages for the activity;
 4. Accompanied by proof that the applicant does not owe any delinquent taxes to the City of Big Spring or Howard County; and
 5. Accompanied by payment for all applicable fees for the location as well as an additional non-refundable reservation fee in the amount of One-Hundred Fifty Dollars (\$150.00) per day.
- (C) Conditions. The following conditions apply:
1. Specific date(s) and times that the reservation is valid shall be set forth in writing and shall not exceed three (3) consecutive days;
 2. Evidence of approval from the Texas Alcoholic Beverage Commission to sell, serve and/or deliver alcoholic beverages for the activity shall be kept at the location during the entire event;
 3. The dispensing of alcoholic beverages must be from a bulk delivery service using biodegradable paper cups or aluminum cans. No glass containers or bottles will be allowed;
 4. Sale, distribution or delivery of alcoholic beverages must stop no later than one (1) hour before the scheduled end of the event;
 5. The Chief of Police will determine whether security is required for the authorized sale, distribution, or consumption of alcohol on the premises. The

BIG SPRING CITY CODE

permit holder is responsible for all costs associated with procuring security personnel.

6. If the sale, distribution, and/or consumption of alcohol in the Heart of the City Plaza is associated with rental of the premises, no alcoholic beverages may be carried in or out of the specific location authorized in the reservation except by those persons authorized by Texas Alcoholic Beverage Commission to sell, serve or deliver alcoholic beverages for the event, while in the course and scope of such purpose; and
7. Exception: If the Heart of the City Plaza is included inside the designated boundary of a festival or event that has been permitted by the Texas Alcohol and Beverage Commission for sale, distribution, and/consumption of alcohol and approved by the Chief of Police, alcohol may be carried and consumed on the premises at Heart of the City Plaza. In this instance, a City Alcohol Permit is only required if alcohol is sold or distributed on the premises of Heart of the City Plaza.

(Ord. of 5-10-16)

Sec. 205. Release of City from Liability for Injury or Damages.

Each rental pursuant to the provisions of this article shall be conditioned that, by the request of such rental, the renter thereof releases the city fully and completely from any and all injuries or damages that might be sustained by the renter thereof or any other individuals participating in an event held at the Heart of the City Plaza or the area surrounding the Plaza. Any use of the premises shall constitute acceptance of this release.

(Ord. of 5-10-16)

Article 14. Historic Spring

Division 1. Performance Stage and Plaza

Sec. 6-206. Control & Supervision.

The Historic Spring shall be under the general control and supervision of the Community Services Director, subject to the terms and provision of this Article, contract stipulations not in conflict with this Article, and other rules and regulations which may be enacted by the City Council.

(Ord. of 12-12-17)

Sec. 6-207. Hours of Operation.

The Historic Spring Performance Stage and Plaza shall be available for rent from 6:00 a.m. to 10:00 p.m. in accordance with park hours on the day of rental. In the event that a performance

CEMETERIES, PARKS AND RECREATION

will begin before 6:00 a.m. or extend past 10:00 p.m. the City Manager or his designee may authorize extension of the park hours pursuant to Section 6-70(C) of this Chapter. (Ord. of 12-12-17)

Sec. 6-208. Application for Use.

Applications for the use of the Performance Stage and Plaza shall be filed with the Community Services Department and acted upon in the order of their filing. The Facilities Coordinator shall schedule for the use of the Performance Stage and Plaza and shall classify such applications and submit to the City Council any request for waiver of fees. Requests for waiver of fees shall be submitted to the City Council prior to each event and shall not be grouped for the purposes of obtaining an all-inclusive exception to the required fees. The decision of the City Council shall be final in all matters relating to the use of the Performance Stage and Plaza and rates to be charged therefore. Acting through the Facilities Coordinator, the City hereby reserves the right to refuse to rent or allow the use of the Performance Stage and Plaza to any individual, organization or group. (Ord. of 12-12-17)

Sec. 6-209. Rental Fees and Reservations; Concessions Prohibited.

Any individual or group, upon execution of a Rental Agreement and advance payment of the rental fee in the amount prescribed herein to the City of Big Spring, may reserve and have use of the Performance Stage and Plaza for the purpose of hosting artistic events and ceremonies which may include, but are not limited to: weddings, blessings, inter-faith ceremonies, and small scale public artistic performances. The rental fee for the Performance Stage and Plaza shall be Two Hundred Dollars (\$200.00) per day. An additional one-time per use, refundable deposit of Five Hundred Dollars (\$500.00) shall be assessed at the time of rental and due prior to use of the facility. Following the use of the facility, all necessary cleaning or repair expenses shall be paid and the deposit balance refunded. No concession shall be granted for the sale, distribution, or consumption of any articles of food or drink, no exceptions. (Ord. of 12-12-17)

Sec. 6-210. Limitation on Binding Effect of Reservations.

Reservations for the Performance Stage and Plaza shall not be binding until the signed contract and the deposit required by Section 6-211 have been remitted to the City, except that a reasonable time necessary for communications and mail service shall be observed.

Sec. 6-211. Deposit, Due Dates, Cancellation.

The deposit shall be payable to the Community Services Department a minimum of fourteen (14) days prior to the first scheduled use of the Performance Stage and Plaza upon which time a contract for rental shall be executed. In the event the Lessee does not use the facility, cancellation must be made no later than seven (7) days prior to scheduled use of the facility. If Lessee fails to notify the Community Services Department of a cancellation, an amount equal to the per day rental shall be retained from the deposit and the balance refunded to Lessee. The deposit paid by Lessee will be applied to any repairs to the Performance Stage, Plaza, and surrounding area for which Lessee is liable under the Lease, and for the cost of any removal or disposal of trash, debris, or property left on the Leased Premises by Lessee. Lessee is liable to the City for any cost of repairs or

BIG SPRING CITY CODE

cleanup in excess of the amount of the deposit. Any monies from the deposit remaining after all lawful deducts are made by the City will be returned to Lessee. (Ord. of 12-12-17)

Sec. 6-212. Broadcasting or Televising Programs.

There shall be no broadcasting or televising of any program at the Performance Stage and Plaza without written consent from the City Manager. Broadcasting of music and performances may be authorized following submission of all licenses authorizing the use of any copyrighted work to the City. (Ord. of 12-12-17)

Sec. 6-213. Responsibility of Lessee's Sponsoring Programs.

Any organization leasing the Performance Stage and Plaza and sponsoring a program shall be directly responsible for fully informing all principals under its sponsorship of the provisions of this article and contract provisions. A lessee shall be held liable for any unpredetermined, unpaid charge accrued by those sponsored. (Ord. of 12-12-17)

Sec. 6-214. Liability for Damages to Historic Spring.

Any person renting the Performance Stage and Plaza shall be liable and shall pay to the City all damages done to the Performance Stage, Plaza, and the surrounding area, normal wear and tear excepted. (Ord. 12-12-17)

Sec. 6-215. Décor and Props.

Décor and props shall be permitted in accordance with the rules and guidelines provided by the Community Services Director upon execution of the required Rental Agreement. (Ord. 12-12-17)

Sec. 6-216. Surrender of Premises; Lessee Responsibility.

Lessee shall surrender the Performance Stage, Plaza, and surrounding area in substantially the same condition as it was received. Lessee shall be responsible for the picking up and proper disposal of all loose trash and/or debris from the facility, to include the stage, seating areas and any dispersed trash and/or debris in the vicinity of the Leased Premises prior to surrender of the facility to the City. Failure by Lessee to adequately clean the facility shall result in forfeiture of an amount of the deposit equal to the cost for cleaning. Future rentals are contingent upon full payment of all unpaid fees resulting from previous rentals. (Ord. 12-12-17)

Sec. 6-217. Release of City from Liability for Injury or Damages.

Each rental pursuant to the provisions of this article shall be conditioned that, by the request of such rental, the lessee thereof agrees to release, indemnify, and hold harmless the City fully and completely the City from any and all injuries or damages that might be sustained by the lessee thereof or any other individuals participating in an event held at the Performance Stage, Plaza, or the surrounding area. Any use of the premises shall constitute acceptance of this release. (Ord. 12-12-17)

CEMETERIES, PARKS AND RECREATION

Division 2. SM Energy Pavilion

Sec. 6-218. Control & Supervision.

The SM Energy Pavilion shall be under the general control and supervision of the Community Services Director, subject to the terms and provision of this Article, contract stipulations not in conflict with this Article, and other rules and regulations which may be enacted by the City Council. (Ord. of 5-22-18)

Sec. 6-219. Hours of Operation.

The SM Energy Pavilion shall be available for rent from 6:00 a.m. to 10:00 p.m. in accordance with park hours on the day of rental. In the event that a performance will begin before 6:00 a.m. or extend past 10:00 p.m. the City Manager or his designee may authorize extension of the park hours pursuant to Section 6-70(C) of this Chapter. (Ord. of 5-22-18)

Sec. 6-220. Application for Use.

Applications for the use of the SM Energy Pavilion shall be filed with the Community Services Department and acted upon in the order of their filing. The Community Services Director, or his designee, shall schedule for the use of the SM Energy Pavilion and shall classify such applications and submit to the City Council any request for waiver of fees. Requests for waiver of fees shall be submitted to the City Council prior to each event and shall not be grouped for the purposes of obtaining an all-inclusive exception to the required fees. The decision of the City Council shall be final in all matters relating to the use of the SM Energy Pavilion and rates to be charged therefore. Acting through the Facilities Coordinator, the City hereby reserves the right to refuse to rent or allow the use of the SM Energy Pavilion to any individual, organization or group. (Ord. of 5-22-18)

Sec. 6-221. Rental Fees and Reservation; Concessions Prohibited.

Any individual or group, upon execution of a Rental Agreement and advance payment of the rental fee in the amount prescribed herein to the City of Big Spring, may reserve and have use of the SM Energy Pavilion. The rental fee for the SM Energy Pavilion shall be Two Hundred Dollars (\$200.00) per day. An additional one-time per use, refundable deposit of One Hundred Dollars (\$100.00) shall be assessed at the time of rental and due prior to use of the facility. Following the use of the facility, all necessary cleaning or repair expenses shall be paid and the deposit balance refunded. Concession may be granted, with prior notification to the City, for the sale, distribution, or consumption of articles of food or drink. (Ord. of 5-22-18)

Sec. 6-222. Limitation on Binding Effect of Reservations.

Reservations for the SM Energy Pavilion shall not be binding until the signed contract and the deposit required by Section 6-223 have been remitted to the City, except that a reasonable time necessary for communications and mail service shall be observed. (Ord. of 5-22-18)

BIG SPRING CITY CODE

Sec. 6-223. Deposit, Due Dates, Cancellation.

The deposit shall be payable to the City a minimum of fourteen (14) days prior to the first scheduled use of the SM Energy Pavilion upon which time a contract for rental shall be executed. In the event the Lessee does not use the facility, cancellation must be made no later than seven (7) days prior to scheduled use of the facility. If Lessee fails to notify the Community Services Department of a cancellation, an amount equal to the per day rental shall be retained from the deposit and the balance refunded to Lessee. The deposit paid by Lessee will be applied to any repairs to the SM Energy Pavilion and surrounding area for which Lessee is liable under the Lease, and for the cost of any removal or disposal of trash, debris, or property left on the Leased Premises by Lessee. Lessee is liable to the City for any cost of repairs or cleanup in excess of the amount of the deposit. Any monies from the deposit remaining after all lawful deducts are made by the City will be returned to Lessee. (Ord. of 5-22-18)

Sec. 6-224. Alcohol Permitted with Restrictions; Permit Required; Additional Deposit.

- (A) Approved Areas. The sale, distribution, delivery and/or consumption of alcoholic beverages shall be allowed at the SM Energy Pavilion, within the pavilion and the marked area surrounding the pavilion, in conjunction with an approved alcohol permit, or as authorized by the Chief of Police.
- (B) Applications. The application for reservations where the sale, distribution, delivery and/or consumption of alcohol is planned must be:
- (1) Submitted not later than fourteen (14) days prior to the date of the event;
 - (2) Made in the form prescribed by the City Manager;
 - (3) Accompanied by proof of approval by the Texas Alcoholic Beverage Commission for the sale, service or delivery of alcoholic beverages for the activity;
 - (4) Accompanied by proof that the applicant does not owe any delinquent taxes to the City of Big Spring or Howard County;
 - (5) Accompanied by payment for all applicable fees for the location as well as an additional non-refundable temporary alcohol permit fee in the amount of One-Hundred Fifty Dollars (\$150.00) per day; and
 - (6) An additional alcohol deposit of Two Hundred Dollars (\$200.00) shall also be required. This deposit shall be refundable but subject to the same conditions set forth in Section 6-25.
- (C) Conditions. The following conditions apply:
- (1) Specific date(s) and times that the reservation is valid shall be set forth in writing and shall not exceed three (3) consecutive days;
 - (2) Evidence of approval from the Texas Alcoholic Beverage Commission to sell, serve and/or deliver alcoholic beverages for the activity shall be kept at the location during the entire event;

CEMETERIES, PARKS AND RECREATION

- (3) The dispensing of alcoholic beverages must be from a bulk delivery service using biodegradable paper cups or aluminum cans. No glass containers or bottles will be allowed;
- (4) Sale, distribution, or delivery of alcoholic beverages must stop no later than one (1) hour before the scheduled end of the event;
- (5) Security is required for the authorized sale, distribution, or consumption of alcohol on the premises. The permit holder is responsible for all costs associated with procuring security personnel;
- (6) The sale, distribution, and/or consumption of alcohol at the SM Energy Pavilion is only authorized in association with rental of the premises. No alcoholic beverages may be carried in or out of the specific location authorized in the reservation except by those persons authorized by Texas Alcoholic Beverage Commission to sell, serve or deliver alcoholic beverages for the event, while in the course and scope of such purpose; and
- (7) Insurance shall be provided covering the sale, distribution, and delivery of alcoholic beverages, in an amount approved by the City Manager based on the scope and duration of the event planned. Such insurance shall name the City of BigSpring as an additional insured, and a Certificate of Insurance and/or a copy of the insurance policy documenting the required coverage shall provided in advance of issuance of the temporary alcohol permit for the event. (Ord. of 5-22-18)

Sec. 6-225. Responsibility of Lessee's Sponsoring Programs.

Any organization leasing the SM Energy Pavilion and sponsoring a program shall be directly responsible for fully informing all principals under its sponsorship of the provisions of this article and contract provisions. A lessee shall be held liable for any damage or unpaid charge accrued by those sponsored. (Ord. of 5-22-18)

Sec. 6-226. Liability for Damages to Historic Spring.

Any person renting the SM Energy Pavilion shall be liable and shall pay to the City all damages done to the Performance Stage, Plaza, and the surrounding area, normal wear and tear excepted. (Ord. of 5-22-18)

Sec. 6-227. Décor and Props.

Décor and props shall be permitted in accordance with the rules and guidelines provided by the City upon execution of the required Rental Agreement. (Ord. of 5-22-18)

Sec. 6-228. Surrender of Premises; Lessee Responsibility.

Lessee shall surrender the SM Energy Pavilion and surrounding area in substantially the same condition as it was received. Lessee shall be responsible for the picking up and proper disposal of all loose trash and/or debris from the facility, to include the stage, seating areas and any dispersed trash and/or debris in the vicinity of the Leased Premises prior to surrender of the facility to the City. Failure by Lessee to adequately clean the facility shall result in forfeiture of an amount

BIG SPRING CITY CODE

of the deposit equal to the cost for cleaning. If the cost of cleaning and/or repair exceeds the amount of the deposit, Lessee shall be responsible for payment of such additional costs. Future rentals are contingent upon full payment of all unpaid fees resulting from previous rentals. (Ord. of 5-22-18)

Sec. 6-229. Release of City from Liability for Injury or Damages.

Each rental pursuant to the provisions of this article shall be conditioned that, by the request of such rental, the lessee thereof agrees to release, indemnify, and hold harmless the City fully and completely the City from any and all injuries or damages that might be sustained by the lessee thereof or any other individuals participating in an event held at the SM Energy Pavilion or the surrounding area. Any use of the premises shall constitute acceptance of this release. (Ord. of 5-22-18)