

Ordinance No. 2008.04
Village of Salado
County of Bell
State of Texas
February 7, 2008

**AN ORDINANCE PROVIDING FOR AN AGREEMENT WITH THE W. A. PACE
PARK BOARD OF TRUSTEES FOR THE VILLAGE OF SALADO TO
MAINTAIN, CARE FOR, AND MANAGE PACE MEMORIAL PARK;
PROVIDING FOR APPLICABILITY, AN EFFECTIVE DATE, AND
PROVIDING FOR A SEVERABILITY CLAUSE.**

WHEREAS, W.A. Pace Memorial Park Board of Trustees (the "Trustees") are charged by deed with the responsibility to manage the property so conveyed by deed as a public park, said park being known as the W.A. Pace Memorial Park (the "Park"); and

WHEREAS, in order to more effectively carry out their duties and responsibilities as set forth in the aforesaid deed, the Board of Trustees has deemed it appropriate to enter into an agreement (the "Agreement") with the Village of Salado, Texas (the "Village") pursuant to which the Village will oversee and manage the park; and

WHEREAS, as part of the Village's responsibility to care for the health, safety, and welfare of the community as a Type B municipal corporation, it is deemed important to have available public park space, and to see that such space is developed, maintained, and cared for properly; and

WHEREAS, the Village deems it in the best interest of the Village, that the Village assume the primary responsibility for the development, maintenance, care, and operation of the Park;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF
THE VILLAGE OF SALADO THAT**

The Mayor is hereby authorized to sign and execute the Agreement with the W.A. Pace Park Board of Trustees, in the form attached hereto as Exhibit "A".

All provisions in the Policies and Procedure manual regarding the care, maintenance, and rental of Pace Park, attached hereto as Exhibit "B", shall be adopted and fully complied with.

SEVERABILITY CLAUSE

In the event that any one or more of the provisions, clauses, or words of this ordinance or the application thereof to any situation or circumstance shall for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect any other provisions, clauses, or words of this ordinance or the application thereof to any other situations or circumstance and it is intended that this ordinance shall be severable and that it shall be construed and applied as if such invalid or unconstitutional clause, section, provision, or word had not been included herein.

This ordinance and its attachments shall be effective upon its approval by the Board of Aldermen and shall automatically renew every twelve months unless written notice of cancellation of agreement is received by the Village office from either party. Written notice of cancellation must be received at least thirty (30) days prior to cancellation date.

REPEALER


All Ordinances or parts of Ordinances in force when the provisions of this Ordinance become effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of any such conflict.

Approved and Adopted this 7 day of February, 2008.



Mayor Rick Ashe

Attest:



Village Secretary, Dianna Zulauf



**AGREEMENT BETWEEN THE VILLAGE OF SALADO, TEXAS
AND
W.A. PACE MEMORIAL PARK BOARD OF TRUSTEES**

WHEREAS, W.A. Pace Memorial Park Board of Trustees (the "Trustees") are charged by deed with the responsibility to manage the property so conveyed by deed as a public park, said park being known as the W.A. Pace Memorial Park (the "Park"); and

WHEREAS, in order to more effectively carry out their duties and responsibilities as set forth in the aforesaid deed, the Board of Trustees has deemed it appropriate to enter into an agreement with the Village of Salado, Texas (the "Village") pursuant to which the Village will oversee and manage the park; and

WHEREAS, as part of the Village's responsibility to care for the health, safety, and welfare of the community as a Type B municipal corporation, it is deemed important to have available public park space, and to see that such space is developed, maintained, and cared for properly; and

WHEREAS, the Village deems it in the best interest of the Village, that the Village assume the primary responsibility for the development, maintenance, care, and operation of the Park;

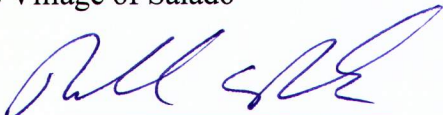
NOW, THEREFORE, for and in consideration of ten (\$10) dollars, and other good and valuable consideration, and the mutual covenants and obligations herein set forth, the Trustees and the Village hereby bargain, covenant, and agree with one another as follows:

1. The Village shall manage, operate, and maintain the Park in accordance with standards adopted by the Board of Aldermen of the Village of Salado. All cost will be borne by the Village, and the Village shall pay the Trustees \$10.00 per year for use of the Park.
2. Management decisions, day to day oversight, and usage will be at the direction of the Board of Aldermen of the Village of Salado, who shall have the authority to delegate said responsibilities to their appointed designee or designees.
3. Any major changes to the park configuration or any significant capital investments instituted by the Village will be coordinated with and approved by the Trustees, prior to initiation of such actions.
4. The Village will provide liability insurance for the Trustees equal to coverage carried by the Village, and will cover reasonable out of pocket expenses resulting from any potential liability litigation involving the Park. Park facilities will be carried under the Village's hazard insurance umbrella.

5. The Village agrees to maintain the grounds of the Park, including mowing and trimming, which shall include mowing of the island between the branches of Salado Creek, east of the Hwy 2268 bridge in downtown Salado, and mowing and trimming the area adjacent to and contiguous to the "Serena Monument" east of the aforesaid 2268 bridge, except where such area infringes on private property.
6. The Village shall see that the Park is regularly policed, and trash is collected and properly disposed of, and that public facilities are maintained and regularly cleaned.
7. Tables, chairs, fixtures and other equipment shall be maintained and repaired/replaced regularly so as to convey continually a pleasing and pleasant ambience to the Park.
8. The Village shall oversee the reservation system for the Park, making arrangements for setting and collection of fees, and setting up the park for calendared events.
9. This agreement shall be for a term of twelve months, and shall automatically renew at the expiration thereof, unless either side serves notice in writing to the other side of its decision not to renew.

Signed this 7 day of February, 2008

The Village of Salado

By 
Mayor Rick Ashe

The Pace Park Board of Trustees

By 

VIII. PACE PARK

The Pavilion at Pace Park may be rented to anybody in good standing with the Village government upon the execution of a rental agreement provided by the Village of Salado municipal office and remittance of a \$100.00 deposit. The full payment is due no less than three (3) days prior to the date of rental. The price of renting the pavilion shall be \$75.00 per hour for three (3) hours or less, or \$350.00 day rate for more than three hours. If a citizen does not require any services by the Village, they may use the pavilion for free; however, if a request is received to rent the pavilion during the hours that citizens intends to use the pavilion, the Village shall allow the renter to use the facility and the citizen must vacate the pavilion.

If the Salado Independent School District or the Salado Library wants to use the pavilion during normal business hours (Monday thru Friday, 8:00AM to 5:00PM) for an event that is *open to all the children of Salado*, they may use the pavilion at no cost. Tables and chairs and electricity will be provided at no cost upon request. This type of request is limited to once a week for a duration of no more than eight consecutive weeks. Any additional days needed will be at a rate of \$75.00 per day.

If a local organization wants to rent all of Pace Park for a special event for no longer than three consecutive (3) days, and that organization charges its patrons an admission and/or booth fee, the organization would pay \$250.00 plus \$150.00 reimbursement on utilities, and \$1.00 per table and \$1.00 per chair as requested. If the organization does not charge its patrons an admission and/or booth fee the organization would pay \$150.00 and the set table and chair fee upon request.

All of Pace Park shall not be rented for longer than three (3) consecutive days.

Any requests by the renter to close off the roads in Pace Park must be submitted in writing to the Mayor.

Unless otherwise specified, renting of the pavilion consists of only the pavilion. The rest of the upper portion of Pace Park and the restrooms are open to the public.

The park is considered open to the public from 7:00AM to 10:00PM.

The Village maintenance department shall be responsible for unlocking the restroom doors located at the pavilion first thing each morning, Monday thru Friday. The Village police department shall be responsible for locking the restrooms doors each day at 10:00PM. The police department shall be responsible for unlocking and locking the restrooms doors on Saturdays and Sundays and some holidays.

The restrooms located in the maintenance building shall only be unlocked for use during scheduled major events in the park.

Upon request by renters of the pavilion, the Village maintenance department shall be responsible for setting up and tearing down the number of tables and chairs requested by the renter. Allowing renters or individuals not part of the Village Board or staff to have access to the stored tables and chairs is strictly forbidden.

All provisions of Ordinance No. 2007.03 are hereby adopted as part of this policy.

If any provision of this policy conflicts with any provision in an Ordinance or resolution, then the Ordinance provision shall apply.

Adopted 2-7-08