

ORDINANCE NO. 4404

AN ORDINANCE OF THE CITY OF MESQUITE, TEXAS, ESTABLISHING A FACILITY RESERVATION POLICY AND AMENDING RENTAL FEES ASSOCIATED WITH THE MESQUITE HISTORICAL MUSEUMS SYSTEM; AUTHORIZING THE HISTORICAL PRESERVATION OFFICER AS THE RESPONSIBLE OFFICER FOR THE PURPOSE OF SIGNING THE RESERVATION AND RENTAL AGREEMENT ON BEHALF OF THE CITY; PROVIDING A REPEALER CLAUSE AND SPECIFICALLY REPEALING ORDINANCE NO. 3726; PROVIDING A SEVERABILITY CLAUSE.

WHEREAS, on November 24, 2015, the Historic Mesquite, Inc., Board of Directors voted to recommend approval of a Facility Reservation Policy (the "Policy") and an updated schedule of rental fees for the Florence Ranch Homestead and Opal Lawrence Historic Park; and

WHEREAS, implementing the Policy will allow residents and visitors to utilize the historical properties in the City of Mesquite (the "City") and help them to appreciate the rich heritage of Mesquite through the use of those properties; and

WHEREAS, the Policy needs to be in place establishing guidelines that will protect the City's historical assets for future generations; and

WHEREAS, with the passage of Ordinance No. 3726 on April 18, 2005, the City established rental fees associated with the Mesquite Historical Museums System and those fees have not been adjusted since 2005.

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

SECTION 1. That the City Council hereby establishes a Facility Reservation Policy, attached hereto as Exhibit "A," and amends the rental fees associated with the Mesquite Historical Museums System, attached hereto as Exhibit "B."

SECTION 2. That the Historical Preservation Officer is hereby authorized and designated as the Responsible Officer for the purpose of signing the Reservation and Rental Agreement on behalf of the City of Mesquite.

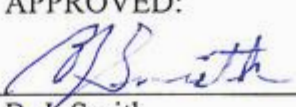
SECTION 3. That all ordinances or portions thereof in conflict with the provisions of this ordinance, to the extent of such conflict, and specifically Ordinance No. 3726, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

SECTION 4. That should any word, sentence, clause, paragraph or provision of this ordinance be held to be invalid or unconstitutional, the validity of the remaining provisions of this ordinance shall not be affected and shall remain in full force and effect.

DULY PASSED AND APPROVED by the City Council of the City of Mesquite, Texas,  
on the 7th day of December, 2015.

  
\_\_\_\_\_  
Star Pickett  
Mayor

ATTEST:  
  
\_\_\_\_\_  
Sonja Land  
City Secretary

APPROVED:  
  
\_\_\_\_\_  
B. J. Smith  
City Attorney

**EXHIBIT "A"**

**Mesquite Historical House Museums  
Facility Reservation Policy**



Mesquite Historical House Museums  
**Facility Reservation Policy**

1. **Reservation Procedure:** Reservations for facilities may be made twelve (12) calendar months in advance. Example: Beginning October, reservations for October through September can be made. Call the Historic Mesquite, Inc. office at 972-216-6468 or visit our website at [www.cityofmesquite.com](http://www.cityofmesquite.com).
2. **Residency Requirements:** The individual requesting a reservation must be at least 21 years of age. Residency documentation is required during the reservation process. A resident without a Mesquite address on their driver's license must provide other documentation, such as a recent rental lease or utility bill in their name. Employment or owning property in Mesquite does not constitute residency. *This is to receive the lower rates.*
3. **Payment:** One-half (1/2) payment is due at the time the reservation is made. Tentative reservations without payment will not be guaranteed. Reservation payments will be accepted at Historic Mesquite, Inc. offices, 711 E. Kearney St., Tuesday – Friday from 10 a.m. to 5 p.m. Payments may be cash, credit card or checks made payable to Historic Mesquite, Inc. and must include driver's license number and date of birth. Telephone reservations must be paid by credit card. Personal checks and credit cards cannot be accepted in any other name than the name of the reserving party.
4. **Cleaning/Damage Fee:** A \$100 cleaning and damage fee is required for rentals - except for Tier 5, which is \$200 - and must be paid at the time the reservation is made. If no damages or violations are reported, deposit will be refunded within three (3) weeks after the conclusion of the reservation. **Customer must check-in at beginning of reservation and check-out with attendant at the end of reservation, otherwise cleaning/damage fee will be forfeited.** A \$50 fee will be deducted from the deposit if the facility is not returned to its original condition. Fees for such charges incurred for excessive damage are the responsibility of the reserving party and will be invoiced and forwarded to the responsible party for payment.
5. **Transfer, Refunds and Cancellations:** Fifty dollars (\$50) of the reservation fee, or all of the \$25 rentals, will be assessed for any cancellations made less than 20 days from the scheduled date of the reservation.
6. **Reservation Periods:** A reservation is set up for the specific time period noted on the contract on an hourly basis. Rentals must be reserved for a minimum of two (2) hours. Reservation times must include setting up, decorating and cleaning the facility by the reserving party. Rental contracts and permits must be kept at all times in the possession of the person to whom it is issued and must remain onsite for the duration of the event. **The facility will be opened and closed only for the person named on the rental contract, ID and contract required for check-in.**

The reserving party may occupy the facility only during the stated reservation period. Additional time may be purchased, if available, at least 48 hours in advance of reservation date for a cost per hour for each hour added. *Unused time is non-refundable.* **If reserving party does not show up within the first hour of scheduled time the reservation will be cancelled, and reservation fee will be forfeited. Leaving early without checking out with attendant will forfeit deposit.**

7. **Take Down and Cleaning the Facility:** The reserving party is responsible for cleaning the facility with equipment replaced to its original condition ready for the next reservation. The responsible party must review the condition of the facility with the Historic Mesquite, Inc. attendant prior to and after the function.

Responsible parties must sweep (on historical floors) and/or vacuum the floor. **Mopping is required for any type of spill that occurs.** Patrons are also responsible for cleaning facility entries and restrooms. Litter created by a reservation must be removed from the facility and immediate grounds and bagged garbage is to be placed outside in the appropriate bins. Garbage bags and cleaning supplies are provided. Tables and chairs are to be cleaned and returned to their original location.

The take down and cleaning of the facility must be factored into the reservation period. Up to \$100 may be deducted from the deposit if the facility is not cleaned properly and/or the equipment not returned to its original location. Patrons should check with the Historic Mesquite, Inc. attendant in an effort to avoid these charges. A detailed custodial report will be prepared for the responsible party if charges are assessed.

8. **Additional Fees:** The reserving party will be responsible for all damages and/or missing equipment. The facility must be left in the same condition and all equipment replaced to its original location at the conclusion of the reservation. Fees will be assessed to correct damages. Custodial fees and late charges will also be assessed. Functions that extend beyond the stated reservation period are subject to penalties. A fee of double the hourly rate will be assessed for functions that extend beyond the reservation period. Additional fees affected by such charges will be invoiced and forwarded to the responsible party for payment.
9. **Alcoholic Beverages & Smoking:** Alcoholic beverages are prohibited within all reservation facilities except for formal functions at the Florence Ranch Homestead and Opal Lawrence Historical Park, where champagne, wine and beer may be served, but not sold. Patrons are also prohibited from smoking cigarettes or electronic cigarettes inside the facility or within fifty feet from the entrance of facilities. Patrons

will abide by all Texas Alcoholic Beverage Commission rules and regulations. NO CONSUMPTION OF ALCOHOL OUTSIDE THE FACILITY. Individuals who have been consuming alcohol will not be allowed in the building.

10. **Decorations:** Interior walls may not be decorated. Nails, tape or pins may not be used to hang decorations. Evidence of decorations will result in loss of deposit, based on the time needed to clean or repair the affected areas. One unity candle can be used for weddings and one glass enclosed votive candle can be used as a centerpiece in areas other than historical ones. In historical areas, open flames are prohibited; the use of battery-controlled candles are acceptable. Confetti and silly string are not allowed.
11. **Admission Fee and Other Charges:** Admission fees charged by the renter, or solicitation of funds in conjunction with a reservation is not allowed. Reservations are for parties with invited guests. Special events open to the public are not permitted, unless coordinated with and approved by the Executive Director.
12. **Standing Reservations:** Standing reservations will be considered on a case by case basis only at the approval of the Executive Director of Historic Mesquite, Inc. There is an additional 25% fee per reservation for residents and 35% fee per reservation for non-residents.
13. **Dances:** Parties with dancing or a DJ will be considered a dance and are not allowed at historical facilities.
14. **Viewing of Rental Facilities -** Viewing is available by appointment.
15. **Holiday Reservations:** Historic Mesquite, Inc. will not make any reservations for the following holidays: New Year's Eve, New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve and Christmas Day.
16. **Non-Compliance:** Failure to comply with the policies and guidelines alone could be grounds to terminate reservation on site without refund and may result in loss of future reservation privileges.
17. **Indemnification.** *The Licensee shall defend, indemnify and hold harmless Historic Mesquite, Inc., the CITY OF MESQUITE, and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or resulting from any act or neglect or omission of the Licensee, its officers, agents, employees, subcontractors, franchisees or invitees, in, on or about the Facilities. This indemnity shall survive the termination of this Contract/Permit. Licensee also hereby releases Historic Mesquite, Inc. and the City from any and all liability or responsibility to Licensee or anyone claiming through or under License by way of subrogation or otherwise for any loss or damage to equipment or property of Licensee covered by any insurance then in force.*

**EXHIBIT "B"**

**Mesquite Historical House Museums  
Rental Rates**

# Mesquite Historical House Museums — Rental Rates

Potential renters are defined as follows:

- City Departments (Tier 1)
- All other nonprofit organizations in Mesquite (Tier 2)
- All nonprofit organizations outside of Mesquite (Tier 3)
- Individuals (weddings, etc.) and commercial organizations (Tier 4)
- Recordings, films, video, or photography sessions (Tier 5)

Damage Deposits (due at reservation): Tiers 1-4 = \$100; Tier 5 = \$200

Rates listed are for Opal Lawrence Historical Park (OL) for two hours. Parlor rented for small organizational meetings only.

Tier	Parlor	Range House	Range Kitchen	Barn	Front Lawn			
1	Part of Lease	Part of Lease	Part of Lease	Part of Lease	Part of Lease			
2	25	75	50	100	75			
3	N/A	100	75	150	150			
4	N/A	200	100	200	200			
5	Depends	250	N/A	300	300			

Rates are for Florence Ranch Homestead (FR) for two hours.

Tier	Gift Shop	Long Room (Exhibits only)	Outside					
1	Part of Lease	Part of Lease	Part of Lease					
2	25	25	50					
3	50	50	75					
4	100	75	100					
5	150	150	200					

Rates are for additional hours.

Tier	OL Parlor	OL Range House	OL Range Kitchen	OL Barn	OL Lawn	Front	FR Shop	Gift	FR Long Room	FR Outside
1	N/A	N/A	N/A	N/A	N/A		N/A		N/A	N/A
2	25	50	50	100	50		25		25	25
3	N/A	75	75	100	100		50		50	50
4	N/A	100	100	100	100		75		50	75
5	N/A	200	N/A	100	100		100		100	100

- For multiple areas, staff will assist in creating individual packages to meet any need.
- Food, wine, champagne and/or beer service is only allowed in the major structures or in the immediate outside of same structures. Exception is OL Parlor – no red liquids allowed.
- A fee of \$50 will be charged if canceled within 20 days of event.