

**CITY OF HUTCHINS, TEXAS  
RESOLUTION NO. R 2026-04-1339**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, ADOPTING A PARK FACILITIES RENTAL POLICY, ATTACHED HERETO AS EXHIBIT “A”; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Hutchins adopted Ordinance 2025-04-1207 amending the Code of Ordinances to include provisions and regulations for the public to rent certain municipal facilities, including the large pavilion and baseball field at Campbell Park; and

**WHEREAS**, a detailed policy is required to appropriately execute the aforementioned Ordinance; and

**WHEREAS**, the policy provides specific regulations including the responsibilities of the renter and reservation processes; and

**WHEREAS**, the City Council finds that it is in the public interest to adopt the Park Facilities Rental Policy.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTCHINS, TEXAS, THAT:**

**SECTION 1.** The City Council hereby approves the establishment and adoption of the Special Events Policy attached hereto as Exhibit “A.”

**SECTION 2.** This Resolution shall become effective immediately upon its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Hutchins, Texas, this the 6<sup>th</sup> day of April 2026.

CITY OF HUTCHINS, TEXAS

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Mario Vasquez, Mayor

ATTEST:

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Cynthia Olguin, City Secretary  
(03-26-2026: 4929-3259-0939, v. 1)

## **EXHIBIT “A”**

### **Park Facilities Rental Policy**

City of Hutchins facilities are operated by the City of Hutchins, Texas, for the benefit of the general public. Permission for private use of City facilities is a privilege granted by the City of Hutchins. Because City facilities have been assembled, maintained and operated for the general public, it is necessary that certain rules and regulations be established to protect its best interest.

This Park Facility Rental Policy pertains to leasing the baseball fields and large pavilion at Campbell Park. The purpose of this policy is to ensure that 1) Members of the public have equal access to reserving the facilities; 2) Guidelines are provided to ensure uniform administrative processes; and 3) Attention is given to the use of City resources and infrastructure necessary to maintain orderly and safe events without damage to public property.

#### **Section 1 – Reservation Hours and Frequency**

The hours available for reservations at municipal parks are from dawn to dusk. Applicants must ensure that all games, rental activities, cleaning, setup/breakdown, and presence of attendees occur during daylight hours only. Events to be held during non-daylight hours must require written approval from the City.

Reservations shall not conflict with City sponsored events.

The same renter (individual or organization) may not reserve a park facility more than once a month. Organized groups, for example, concerts in the park or sports leagues, may enter into a contracted agreement with the City to reserve facilities on a regular basis.

#### **Section 2 – Eligibility**

The person renting the facility must be at least twenty-one (21) years of age, legally competent to enter into a contract under the laws of the State of Texas, must not have previously damaged City property for which the Applicant has failed to pay in full for such damage, and must not have any outstanding and unpaid bills, debts, or obligations to the City. An Applicant may be denied if a previous event the Applicant hosted did not conform to City policies and procedures.

#### **Section 3 – GENERAL RULES AND REQUIREMENTS**

In addition to existing ordinances and park rules, the following rules apply to facility rentals:

- Event attendees must treat each other respectfully and exhibit peaceful and appropriate behaviors.
- Applicant assumes responsibility for control and discipline of attendees.

- Sports fields, facilities, and pavilions must be used in the manner in which they were designed to be used.
- Each sports field is designed to have one game played on it at a time. If individual fields have simultaneous games being played on them the renter may lose the right to rent in the future.
- Sports fields are available for their intended use. All other uses are prohibited, such as concerts, movies, bounce houses, revivals, and games the fields are not designed for.
- Event areas are restricted to the areas specified in the reservation agreement (e.g., field, pavilion, baseball field). Members of the public not attending the event must still have access to the rest of the public facilities. For instance, if a ticketed event is being held at a park, people must still have free access to the playground area and City-owned restroom facilities.
- Decorations, tarps, or any other semi-permanent covering may not be affixed to any structure or fencing using tape, glue, tacks, screws, bolts, or nails. The City must approve any exceptions, such as rope tied banners, to this rule in writing.
- NO ALCOHOLIC BEVERAGES will be allowed on the premises. There are no exceptions. Violators are subject to fine or arrest.
- No tobacco products are allowed inside the park.
- No sunflower seeds, gum, or unshelled peanuts are allowed on sports fields
- No glass containers are allowed
- No gambling is allowed
- No soliciting is allowed
- No firearms
- City staff may be on-site during events at the rented facilities and are the only authorized personnel to perform field and pavilion maintenance, unless otherwise communicated in writing.
- No home grills or smokers are permitted on any City property without prior written authorization, including at pavilions.
- Any signs that renters wish to post must receive prior written approval before being posted. Signs may be denied for any reason and the content and placement must receive prior written approval by the City. The content of signs and advertisements must not contain words, images, or symbols that could be deemed offensive. Approved signs and banners must be removed at the end of the event.
- No propane heaters or any type of open flame devices are allowed at City park facilities without prior written approval from the Fire Department.
- Illegally parked vehicles may be ticketed and/or towed at the owner's expense.
- Tents or canopies are allowed in designated areas only. The placement and need for permitting shall be determined by City staff in order to maintain safety, safe traffic flow, and views of the fields.
- Athletic trainers, medical staff, or AED's for field and pavilion rentals are not provided by the City. It is strongly recommended that the renter have an emergency medical plan in place. In the event of an emergency, please dial 911 immediately.
- Use of special equipment, such as sound systems, must be approved by the City before the event.
- Applicants should be aware that any requests the Applicant has that are not covered by this policy may not be allowed.

#### **Section 4 – Deposits and Fees**

Renters must show proof of residency to receive the resident rate. Proof of residency must be either 1) a state-issued identification card or drivers license with a current Hutchins address or 2) a City of Hutchins water bill along with photo identification. Residential rates are non-transferable.

Non-residents must present a valid Texas Driver’s License or Texas Identification Card with the reservation fee and damage deposit.

All deposits and all rental fees must be paid in full upon reservation approval. The City will not hold a reservation without payment in full. All fees will be paid at City Hall and collected by city staff.

Reservations are guaranteed when the reservation application is completed, all fees paid, and approved by the City.

Reservation fees are listed below, as set forth by the Fee Schedule in Appendix A of the Code of Ordinances.

Any damages will be charged to the renter. Deposits will be returned to the renter within seven (7) business days as applicable.

Campbell Park Pavilion Deposit	\$100.00
Campbell Park Pavilion Hourly Rate	\$50.00 for residents and \$100.00 for non-residents
Campbell Park Baseball Field Deposit	\$100.00
Campbell Park Baseball Field Rate per 4-Hour Increments	\$25.00 for residents and \$50.00 for non-residents

#### **Section 5 – Cancellation, Inclement Weather, and Rule-Breaking**

If it is found that the rental agreement is being violated during the reservation, or the event otherwise becomes unsafe for attendees, then the City reserves the right to enforce compliance or shut down the event. The City also reserves the right to eject any objectional person or group of persons from the premises. Any group charged with abuse and/or damage to the facility may be banned from making any further reservation.

#### Refunds and Cancellations

All refunds will be returned fourteen (14) business days after the rental date by check only.

Rental fees are refundable if the scheduled event is cancelled at least seven (7) days before the reservation date in writing. Any fees or charges incurred by the City will be deducted from the fee or deposit. No partial refunds will be given.

If possible, refunds will be made for inclement weather, or the reservation may be rescheduled for an available date.

The City reserves the right to cancel an event in whole or in part at any time without incurring any damages from the renter. Closures may result from but is not limited to: inclement weather, poor playing conditions or field damage which may cause hazardous safety considerations for the public or excessive repairs to the public facilities.

At the discretion of the City Administrator, any reservation may be cancelled, and all fees may or may not be returned.

### Inclement Weather

The City has access to various local meteorological tools and data including the National Weather Service (NWS) warnings and bulletins. City staff will make every effort to allow an event to go as scheduled, but reserves the right to cancel, postpone, or prematurely close any event due to inclement weather. Inclement weather can come in the form of any item(s) below:

- Winds exceeding sixty-five (65) miles per hour;
- Lightning within twenty (20) miles of the venue or event;
- Persistent heavy rain;
- Snow or ice;
- Hail;
- Tornado;
- Any severe weather warning from the National Weather Service (NWS);
- Any “Acts of God” not listed above.

### Failure to Follow Rules

The Applicant must abide by this policy and City ordinances, realizing that no adherence may result in forfeiture of all or a portion of deposit, additional fees, inability to use park and field facilities and pavilion in the future, cancellation of current rental contract, a fine, and/or arrest depending on the infraction.

Enforcement of all City rules and policies is the responsibility of the renter and City staff. Any failure of the renter to follow or enforce any rule or policy is grounds for removal from any facility and revocation of any future use of any City facility. During the event Public Works personnel will conduct inspections of parks, Fire Department personnel will determine if codes are met, and the Police Department will disperse unruly crowds who are in violation of State statutes and/or local ordinances.

Violation of facility rules is cause for immediate ejection from the premises.

## **Section 6 - Liability**

### ***A. Damage or Loss of Materials***

Because these events are not operated or sponsored by the City, the City shall not be responsible for damage or loss of materials used or left in any public spaces and does not assume liability for any groups or individuals attending an event within said public spaces.

***B. Indemnity***

The City shall not be liable to the Applicant or the Applicant’s agents, officials, employees, contractors, members and participants for any damage to person or property caused by an act of negligence or malfeasance of the Applicant or Applicant’s agents, officials, employees, contractors, members, and participants from any claims for any such damage arising out of the activities of the Applicant, its agents, officials, employees, contractors, members, and participants. Further, the City of Hutchins, its agents, officers, and employees will not be responsible for items left at the event location.

***C. Liability and Liability Insurance***

The renter making the reservation shall assume liability for any damages to any sports field and pavilion area, and will be billed accordingly. The renter using the facility shall obey all rules and regulations, both written and verbal, and shall not hold the City of Hutchins or any of its representatives liable for an injury sustained while using the facility.

**Section 7 - Assignment/Transfer**

It is expressly understood that any permit issued is exclusive to the parties named therein and is not assignable or transferable.

**Section 8 – Exceptions**

The City reserves the right to make limited exceptions to this policy on a case-by-case basis. Exceptions must be made in writing with the signature of the City Administrator.