

**RESOLUTION NO. 031226-02**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO A ONE YEAR AGREEMENT WITH LA VERNIA Market Days; AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT.**

**WHEREAS**, the City of La Vernia, Texas City Council has given authority to the City Administrator to make and be responsible for administrative decisions; and

**WHEREAS**, the City of La Vernia and La Vernia Market Days (hereinafter referred to as Market Days), believes that the use of the City Park by Market days is a wise use that benefits both the residents and Visitors of La Vernia, Texas as described in **Exhibit A**;

**NOW THEREFORE: BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS:**

**SECTION 1.** The City of La Vernia and the La Vernia Market days do hereby enter into an agreement as outlined in **Exhibit "A"** attached hereto and incorporated herein for all purposes is hereby approved.

**SECTION 2.** The City Administrator is hereby authorized to execute said Agreement on behalf of the City of La Vernia.

**SECTION 3.** This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

**SECTION 4.** If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

**SECTION 5.** It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

**SECTION 6.** This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

**PASSED AND APPROVED THIS 12<sup>TH</sup> DAY OF MARCH 2026.**

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Martin Poore, Mayor  
City of La Vernia

**ATTEST:**

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Madison Farrow City Secretary

City of La Vernia

**APPROVED AS TO FORM:**

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City Attorney  
City of La Vernia

**EXHIBIT "A"**

## FACILITIES USE AGREEMENT

### I.

This Facilities and Event Use agreement (“agreement”) is entered into by and between the City of La Vernia, Texas (“City”) and \_\_\_\_\_, a for-profit entity operating as a LLC (“Operator”).

### II.

#### **Term and Purpose**

The City grants Operator a limited, Non-exclusive license to conduct community market-style events (“Market Days”) at La Vernia City Park for a term of one (1) year beginning \_\_\_\_\_, 2026 and ending \_\_\_\_\_, 2027, Unless earlier terminated as provided herein.

The purpose of this agreement is to allow Market days to provide community benefit while ensuring public safety, compliance with City Park rules, and protection of City Property.

### III.

#### **Insurance and Indemnification**

The Operator undertakes and agrees to indemnify and hold harmless city, city’s officials, employees, and agents, from any liability, costs or damages (including attorney’s fees) that may be incurred by city, city’s officials, employees, or agents as a result of any claims demands, costs, suits, actions, or judgments arising out of the use of said fields, facilities, and other property pursuant to this agreement. During the term of this agreement, the Operator undertakes and agrees to carry at its own expense and with a company acceptable to City, liability insurance that is an admitted carrier with a Best Rating of “A” or better, to protect City, City’s officials, employees, and agents, and any third party or parties from any liability or damages whatsoever, including those referred to herein. The limits of liability shall not be less than \$500,000 combined single limits per occurrence, or equivalent. The operator shall name the City, City’s officials, employees, and agents as additional insured on all such insurance and shall furnish proof of said coverage to City prior to use of the facilities.

Proof of insurance must be submitted to city before January 31<sup>st</sup> each year.

### IV.

#### **Event Allocation**

1. Operator is authorized to conduct Market Day events at La Vernia City Park during the term of this agreement, subject to prior scheduling, payment, and approval by the city or its designee.
2. In the event a Market Day is canceled due to weather or other unforeseen circumstances, Operator may request to reschedule the event within the term of this Agreement, subject to park availability and City approval.
3. No refunds, credit, or fee reduction shall be issued for canceled events; however, the City will make reasonable efforts to accommodate rescheduling requests when feasible.

V.

## **FEES**

1. Operator shall pay the city a fee of one hundred dollars (\$100.00) per Market Day event conducted at La Vernia City Park during the term of this Agreement.
2. The parties acknowledge and agree that the per-event fee is paid in consideration for the right and privilege to host Market Day events at La Vernia City Park during the term of this Agreement.
3. Operator further acknowledges and agrees that it is solely responsible for coordinating, requesting, and reserving all Market Day dates and times with the City or its designee in advance of each event, subject to City availability and approval.
4. The fee is intended to cover the City's administrative cost associated with event authorization, coordination, and park use, and shall be deemed to satisfy any City permitting or facility use fees otherwise applicable to the authorized Market Day events.

Approval of this Agreement does not guarantee availability of the park for any specific date or time.

VI.

## **Nonprofit Community Benefit**

1. Operator acknowledges that Market Days are intended to advance public purposes by supporting local community and charitable organizations.
2. Operator agrees to donate a portion of the proceeds generated from the Market days to local non-profits (501(c) (3) groups located in or serving the City of La Vernia or Wilson County.
3. Operator shall, at the conclusion of the Market Days Season and on an agreed-upon date between the parties, provide city officials with a summary presentation or written report describing:
  - 3.1. The number of events held;
  - 3.2. Estimated attendance;
  - 3.3. Any documents that show a donation was given to any local non-profits located in or serving the City of La Vernia or Wilson County.
4. The city acknowledges that the exact amount and percentage of donations are made in good faith and eligible for local nonprofits.

VII.

## **Use of Facilities**

1. Market Days shall be conducted solely within La Vernia City Park as shown in Exhibit A.

2. The Operator can connect to the power sources located at the park. No vendor is allowed to connect to the power sources located in the park.
3. During a properly scheduled and City approved Market Day event, one designated pavilion shall be reserved exclusively for use in connection with the Market Day event.
4. The City shall provide:
  - 4.1. Trash receptacles and regular trash service;
  - 4.2. Stocked restrooms before events; and
  - 4.3. Promotional assistance as defined in Section 8.4.
5. Operator shall ensure that the park is left in a clean and orderly condition following each event.
6. Operator shall comply with all City park rules, posted regulations, and staff instructions.

### **Market Days Vehicle Access and Tear-Down Requirements**

To protect City Park facilities and ensure public safety, the following requirements apply to all Market Days vendors and participants:

#### **1. Vehicle Unloading**

- a. Vehicles may briefly access approved unloading areas, including designated grass areas near the gate, only for the purpose of unloading merchandise.
- b. After unloading is complete, vehicles must be promptly moved to designated parking areas.
- c. Once the event has commenced, vehicles shall remain stationary until the approved tear down period begins, unless otherwise authorized by the city or its designee for emergency or safety purposes.

#### **2. Restricted Areas**

- a. Vehicles are prohibited from entering or driving on the volleyball court at all times.
- b. This restriction applies during setup, event hours, and tear-down without exception.

#### **3. Gate Access**

- a. Park gates shall be opened and closed solely by authorized City or Market Days staff.

- b. Vendors are not authorized to operate gates under any circumstances.

#### **4. Vehicle Removal Deadline**

- a. All vehicles must be removed from the park no later than 2 hours after the event to allow for gate closure and park securing by staff.

Failure to comply with these requirements may result in removal from the event and/or loss of future participation privileges, as determined by the City or its designee.

### VIII.

#### **Administration and Delegation**

1. The City may designate the “Market Days” event to the Municipal Development District Executive Director or “MDD” to administer, coordinate, monitor, and manage day-to-day compliance with this agreement on behalf of the city.
2. Any action, directive, or approval issued by the MDD Director within the scope of this Agreement shall be deemed an action of the City.
3. The City agrees to work collaboratively with Operator to help promote Market Days as a community event, subject to available staff resources and applicable policies.
4. Promotional assistance may include, but is not limited to:
  - 4.1. Inclusion of Market Days on the City’s official website and community calendar;
  - 4.2. Periodic promotion through City-managed social media platforms; and
  - 4.3. Coordination with Operator of Market days.
5. All promotional content using the City’s name, logo, or branding must be approved in advance by the City and MDD.

### IX.

1. This Agreement may be terminated by either party with (30) days written notice.
2. This may immediately suspend or terminate this Agreement for:
  - 2.1. Public safety concerns;
  - 2.2. Failure to maintain required insurance;
  - 2.3. Nonpayment of fees; or
  - 2.4. Material violation of City park rules.