

ORDINANCE NO. 06122025

AN ORDINANCE OF THE CITY OF LITTLE RIVER-ACADEMY, TEXAS, PROVIDING RENTAL REQUIREMENTS FOR THE RENTAL OF THE CITY ANNEX(509 E MAIN); ESTABLISHING RULES AND REGULATIONS AND FORM AGREEMENT FOR THE RENTAL AND USE OF THE LITTLE RIVER-ACADEMY CITY HALL; SETTING FEES FOR THE USE AND RENTAL OF THE CITY OF LITTLE RIVER-ACADEMY CITY ANNEX; PROVIDING OPEN MEETINGS AND SEVERABILITY CLAUSES; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, the City of Little River-Academy, Texas (herein the “City”) desires to rent the City of Little River-Academy City Annex to members of the general public, and by and through this Ordinance, the City Council for the City of Little River-Academy (“City Council”) desires to prescribe and adopt rules and regulations and an agreement for the use and rental of the City of Little River-Academy City Hall as provided in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LITTLE RIVER-ACADEMY, TEXAS, THAT:

Section 1. Terms of Agreement. The City of Little River-Academy City Annex shall be available for rental subject to and under the terms and conditions of the Little River-Academy City Annex Rental Policies and Agreement attached to this Ordinance under **Exhibit “A”** (the “Agreement”). The Little River-Academy City Annex Rental Policies and Agreement attached to this Ordinance under **Exhibit “A”** includes the approved City Annex Rental Request Form, and includes the approved policies, rules, regulations and approved agreement for the rental of the City of Little River-Academy City Annex.

Section 2. Authorized Renter. Any group, persons, or organization wishing to rent and use the City of Little River-Academy City Annex must designate an individual representative to be personally responsible under the terms of the Agreement who will be considered as the Authorized Renter. Other users of the City of Little River-Academy City Annex under an Agreement will be considered as the Authorized Renter’s guests. An Authorized Renter is responsible for the conduct of the Authorized Renter’s guests. Any Authorized Renter not satisfactorily executing an Agreement and paying the costs and as fees required by this Ordinance shall be automatically disqualified from reserving or renting the City of Little River-Academy City Annex. The City reserves the right to reject any Authorized Renter.

Section 3. Agreement. In order to reserve or rent the City of Little River-Academy City Annex, an Authorized Renter must execute the Agreement as set forth in **Exhibit “A”** to this Ordinance and pay the required fees and costs. The City Administrator and the Mayor are each authorized to execute the Agreement as set forth in **Exhibit “A”** to this Ordinance on behalf of the City.

Section 4. Rental Fees for the Rental of the City of Little River-Academy City Annex.

(a) The Rental and use fees for the rental and use of the City of Little River-Academy City Annex are set forth as follows:

1. Rental Fee (per day): \$250.00
2. Security Deposit Fee: \$250.00
3. Cancellation Fees \$125.00

(b) All fees and costs shall be paid a day before the event

Section 5. No Landlord/Tenant Relationship; Right to Terminate Use.

(a) The rental of the City of Little River-Academy City Annex is for the temporary use of the City of Little River-Academy City Annex for a specified purpose and specified period of time. Notwithstanding any agreement or implied agreement, no landlord/tenant relationship is created or implied between the City and any Authorized Renter or any other person using the City of Little River-Academy City Annex.

(b) The City reserves the right to require any Authorized Renter or any other person using the City of Little River-Academy City Annex to immediately cease use and leave the City of Little River-Academy City Annex due to a violation of any rule or regulation or failure to pay required costs or fees.

Section 6. Security Deposit; Cleaning Fees.

(a) Security Deposit. A Security Deposit shall be required to be paid at the time reservation for the use of the City of Little River-Academy City Annex is made. The Security Deposit shall be fully refundable after the Renter uses the City of Little River-Academy City Annex and subsequent to the inspection of the City of Little River-Academy City Annex by a designated representative for the City. Deductions shall be made from the Security Deposit and retained by the City for the following:

1. Damages to to the City of Little River-Academy City Annex caused by the Authorized Renter or any individuals using the City of Little River-Academy City Annex during the rental term of use of the City of Little River-Academy City Annex;
2. Expenses to clean the City of Little River-Academy City Annex which shall include expenses incurred by the City to clean trash, clean floors, remove garbage, and remove other property left behind by the Authorized Renter or any persons using the City of Little River-Academy City Annex during the applicable rental term of use by an Authorized Renter. Nothing contained in this Section prohibits the City from charging an additional Cleaning Fee as authorized by this Ordinance in order to cover the potential costs of cleaning the City of Little River-Academy City Annex after the applicable rental term of use by an Authorized Renter;
3. Failure to cancel the rental at least 14 days prior to a scheduled event.

(b) Cleaning Fee. The City may impose an additional Cleaning Fee as further security deposit to ensure that after the end of a term of rental, an Authorized Renter leaves the City of Little River-Academy City Annex in a clean condition by cleaning the City of Little River-Academy City Annex, removing trash, cleaning floors, and leaving the City of Little River-Academy City Annex in a clean condition. The Cleaning Fee is fully refundable provided the Authorized Renter returns the City of Little River-Academy City Annex in a clean condition as determined by a designated representative for the City.

Section 7. Cancellation Fee. Cancellations must be in writing at least 14 days in advance of scheduled event. Failure to properly notify the City of cancellations will result in forfeiture of the Security Deposit and the Rental Fee.

Section 9. Severability. Should any section or part of this Ordinance be held unconstitutional, illegal or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Ordinance are declared to be severable.

Section 10. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

Section 11. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

PASSED AND APPROVED on this 12th day of June, 2025.

ATTEST:

CITY OF LITTLE RIVER-ACADEMY, TEXAS



Anysia Jones, City Secretary



Domingo Montalbo, Mayor

EXHIBIT “A”

**Little River-Academy City Hall Rental Policies and Agreement and
City Hall Rental Request Form**