

ORDER NO. 21-0624-_____

AN ORDER ADOPTING AMENDED RULES GOVERNING ALCOHOL ON PROPERTY OWNED OR CONTROLLED BY BRUSHY CREEK MUNICIPAL UTILITY DISTRICT

WHEREAS, Brushy Creek Municipal Utility District (the "District") is a conservation and reclamation district, a body corporate and politic and governmental agency of the State of Texas, created under Article XVI, Sec. 59 of the Texas Constitution by order of the Texas Water Commission, now the Texas Commission on Environmental Quality, and the District operates under Chapters 49 and 54 of the Texas Water Code, as amended;

WHEREAS, pursuant to the authority set forth in Section 49.463 of the Texas Water Code, the District owns and operates the Brushy Creek Municipal Utility District Community Center (the "Community Center") and other facilities and lands for the benefit of its residents and members of the public;

WHEREAS, in addition to recreational programming, the Community Center includes rooms that may be rented for social gatherings, weddings and other events;

WHEREAS, Section 54.205 authorizes municipal utility district to adopt and enforce reasonable rules and regulations to regulate privileges on any land or any easement owned or controlled by a district;

WHEREAS, pursuant to the foregoing authority, the Board of Directors (the "Board") of the District previously adopted rules establishing requirements for serving alcohol on property owned or controlled by the District; and

WHEREAS, in an open, public meeting, proper notice of which has been given as required by law, the Board of Directors of the District has given consideration to adopting adopted rules establishing requirements for serving alcohol on property owned or controlled by the District.

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF BRUSHY CREEK MUNICIPAL UTILITY DISTRICT THAT:

Section 1. The facts and recitals in the preamble of this Order are hereby approved and adopted by the Board.

Section 2. The Board of Directors hereby adopts the revised rules adopted rules establishing requirements for serving alcohol on property owned or controlled by the District in the form attached hereto. The rules shall be effective immediately upon adoption of this Order.

Section 3. The President and Secretary of the Board are hereby authorized and directed to execute this Order. After this Order is executed, an original Order shall be filed in the permanent records of the District and shall become effective immediately upon adoption.

PASSED AND APPROVED this _____ day of _____, _____.

President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

Alcohol Policy

Brushy Creek Municipal Utility District

Requirements for Serving Alcohol on Property Owned or Controlled by Brushy Creek Municipal Utility District

An Alcohol Deposit must be paid to the District in addition to all other deposits and fees. The amount of the alcohol deposit will be equal to double the amount of the cleaning deposit for the reservation. The deposit must be received not later than two weeks prior to the event.

IF ALCOHOL WILL BE SOLD AT YOUR EVENT OR ENTRANCE FEES ARE CHARGED AT AN EVENT WHERE ALCOHOL WILL BE FURNISHED:

1. You must comply with all applicable laws of the State of Texas and requirements of the Texas Alcoholic Beverage Commission (TABC) relating to the sale of alcohol, including securing all required permits from TABC.
2. Proof of liability insurance and a TABC permit and license are required for the sale of alcohol. This includes cash bars, catered events where alcohol is sold, and entrance fees to events where alcohol is served.
3. A copy of all permits, licenses, and proof of insurance must be received by the District not less than two weeks prior to the event.
4. The District requires that security personnel be present at all times, and the District shall provide for security personnel to be present. The District will determine the number of security personnel that must be present at the event based on the size and number of persons anticipated to be present. The District will generally contract for off-duty Williamson County Sheriff Deputies to be present at the event. The person or group conducting the event must pay all costs incurred by the District for Williamson County Sheriff Deputies to be present. This fee will be due at the same time as the rental fee for the room(s). See "Additional Fees Section" of Rules and Guidelines Packet.
5. In the event a Williamson County Sheriff Deputy is not available, District Security Guards will be present at the event. District Security Guards are not licensed peace officers, and will be present to observe the event and ensure District rules are met, but shall not enforce state laws. In the event District Security Personnel observe any potential violation of state law, the security guard(s) may contact Williamson County Sheriff's Office. The same payment will be required for District Security Personnel as would be applicable to Williamson County Sheriff Deputies.
6. All hosts and vendors shall ensure that no person who consumes excess amounts of alcohol shall drive a motor vehicle while under the influence of alcohol.

IF YOU ARE PROVIDING ALCOHOL WITHOUT CHARGE AND NO ENTRANCE FEES ARE CHARGED:

1. Proof of liability insurance is required for the private service of alcohol (e.g., copy of homeowner's policy). The District must be named as an additional insured and reserves the right to reject any insurance.
2. The District requires that security personnel be present at all times, and the District shall provide for security personnel to be present. The District will determine the number of security personnel that must be present at the event based on the size and number of persons anticipated to be present. The District will generally contract for off-duty Williamson County Sheriff Deputies to be present. The person or group conducting the event must pay all costs incurred by the District for Williamson County

Sheriff Deputies to be present. This fee will be due at the same time as the rental fee for the room(s). See "Additional Fees Section" of Rules and Guidelines Packet.

3. In the event a Williamson County Sheriff Deputy is not available, District Security Guards will be present at the event. District Security Guards are not licensed peace officers, and will be present to observe the event and ensure District rules are met, but shall not enforce state laws. In the event District Security Personnel observe any potential violation of state law, the security guard(s) may contact Williamson County Sheriff's Office. The same payment will be required for District Security Personnel as would be applicable to Williamson County Sheriff Deputies.

4. All hosts and vendors shall ensure that no person who consumes excess amounts of alcohol shall drive a motor vehicle while under the influence of alcohol.

IF ALCOHOL IS PRESENT WITHOUT PRIOR DISTRICT APPROVAL:

- 1. The District reserves the right to shut down the event**
- 2. The cleaning deposit will be kept by the District. No monies will be refunded to the renter.**
- 3. The renter shall be banned from renting any District facility in the future.**

INDEMNITY: THE UNDERSIGNED AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE DISTRICT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") FREE AND HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, COSTS, CLAIMS, EXPENSES, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER OCCURRING OR ANYWISE INCIDENT TO, IN CONNECTION WITH, OR ARISING OUT OF, THE PRESENCE, USE OR SALE OF ALCOHOL AT BRUSHY CREEK MUNICIPAL UTILITY DISTRICT PROPERTY OR FACILITIES, INCLUDING WITHOUT LIMITATION: (1) SUCH CLAIMS OR DEMANDS ASSOCIATED WITH BREACH OF ANY TERMS OF THE DISTRICT'S RULES GOVERNING ALCOHOL, AND (2) THE AMOUNTS OF COSTS, EXPENSES, JUDGMENTS AND LEGAL FEES INCURRED BY ANY OF THE INDEMNIFIED PERSONS ARISING OUT OF PERSONAL INJURIES, DEATH OR DAMAGE TO PROPERTY, WHETHER OR NOT CAUSED OR CONTRIBUTED TO BY THE SOLE OR CONCURRENT NEGLIGENCE OF INDEMNIFIED PERSONS. THIS INDEMNITY SHALL SURVIVE USE OF THE DISTRICT'S PREMISES, AND SHALL BE BINDING UPON THE UNDERSIGNED'S SUCCESSORS, REPRESENTATIVES AND ASSIGNS.

Acknowledged and Agreed:

By: _____ (Signature)

Name: _____ (Please Print)

Date: