



Sherry Garrison, Council Position 1
Thane Harrison, Council Position 2
Tommy Ginn, Council Position 3

Bill Patterson, Council Position 4
Ron Martin, Council Position 5
Rae A. Sinor, Council Position 6

James Stokes, City Manager
Gary Jackson, Assistant City Manager

Jerry Mouton Jr., Mayor

Shannon Bennett, TRMC, City Secretary
Jim Fox, City Attorney

CALL TO ORDER

1. Discussion of issues relating to TMRS Pre-Funding of Financial Obligations. [DIS 18-060](#)

Recommended Action: Discussion only
Attachments: [Pre-funding TMRS Benefits](#)

2. Discussion of issues relating to a New Sports Agreements and Update on the Soccer RFP process. [DIS 18-059](#)

Recommended Action: Discussion only
Attachments: [Sports Organization Utilization Agreement -Draft-REDLINE - BASEBALL32718](#)
[Sports Organization Utilization Agreement -Draft-REDLINE - SOFTBALL32718](#)
[Sports Organization Utilization Agreement -Draft-REDLINE -Soccer32718](#)
[SQUA presentation10917 \(003\) \[Read-Only\]](#)
[RFP Soccer Services32118](#)
[RFP Soccer Services - Addendum1](#)
[RFP Soccer Services - Addendum2](#)

3. Discussion of issues relating to a possible New Visitor/Civic/Activity Center. [DIS 18-061](#)

Recommended Action: Discussion only
Attachments: [Civic-Visitors-Activity PPT for 5-8-18 Workshop](#)

4. Discussion of issues relating to the City of Deer Park Debt. [DIS 18-062](#)

Recommended Action: Discussion only
Attachments: [Overview of Debt Position and Future Financing Needs \(5-2-18\) \[Read-Only\]](#)

5. Discussion of issues relating to the minimal educational requirements for sworn Police Officers. [DIS 18-063](#)

Recommended Action: Discussion only

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

6. Discussion of issues relating to EMS organizational structure.

[DIS 18-064](#)

Recommended Action: Discussion only

ADJOURN

Shannon Bennett, TRMC
City Secretary

Posted on Bulletin Board
May 4, 2018

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281.478.7248 for further information.

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.



Legislation Details (With Text)

File #: DIS 18-060 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 5/1/2018 **In control:** City Council Workshop
On agenda: 5/8/2018 **Final action:**
Title: Discussion of issues relating to TMRS Pre-Funding of Financial Obligations.
Sponsors:
Indexes:
Code sections:
Attachments: [Pre-funding TMRS Benefits](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|-----------------------|--------|--------|
| 5/8/2018 | 1 | City Council Workshop | | |

Discussion of issues relating to TMRS Pre-Funding of Financial Obligations.

Summary:

Fiscal/Budgetary Impact:

Discussion only



CITY OF DEER PARK

★ TMRS (Pension Plan) Prefunding



City's Current State w/TMRS

- Funded ratio currently 90.1%
- As it stands currently, will take 30 years to pay off the Unfunded Actuarial Accrued Liability (UAAL)
- Would like to explore option of 'Prefunding' which would:
 - Reduce UAAL liability
 - Reduce UAAL timeframe to pay off
 - Save the city money in the long term
 - And more..

TMRS Staff Bios

- **Leslee Hardy** – TMRS Director of Actuarial Services

Leslee joined TMRS in December 2007 as the System's first Staff Actuary. As the Director of Actuarial Services, she coordinates actuarial activities between the Board, staff, member cities, and the System's consulting actuary, GRS. She is a Fellow of the Conference of Consulting Actuaries, an Associate of the Society of Actuaries, an Enrolled Actuary, and a Member of the American Academy of Actuaries.

- **Anthony Mills** – TMRS Senior Regional Manager - City Services

Anthony has more than 20 years of public retirement program experience and currently serves as senior manager of TMRS' Regions 3 and 4 (covering all of East Texas, portions of Central Texas, and parts of the DFW Metroplex). Before coming to TMRS in 2004, Anthony served as a benefits educator with the Employees Retirement System of Texas (ERS) and the Texas County and District Retirement (TCDRS).

Pre-Funding TMRS Benefits

City of Deer Park

Prepared by Texas Municipal Retirement System

Presented by Leslee Hardy, ASA,FCA,EA,MAAA

May 8, 2018

Pre-Funding TMRS Benefits with Additional Contributions Will:

Directly reduce any Unfunded Actuarial Accrued Liability (UAAL) dollar for dollar,

Reduce the years needed to attain a 100% funded status (i.e., to pay off the UAAL),

Produce Cost Savings over the long run,

Provide Deer Park with a stable contribution rate from year to year for budgeting purposes (assuming a flat rate is adopted by City Council),

Provide a contribution rate cushion for future adverse plan experience, and

In most cases, reduce the required contribution rate for future years.

Options for Pre-Funding TMRS Benefits

Some cities have adopted the regular practice of making additional lump sum contributions at the end of the year, using unexpended municipal funds from the ending year budget (8 in 2017).

Other cities have adopted a practice of maintaining a contribution level from year to year, even when the required contribution rate goes down (67 in 2017).

Other cities may do a combination of the two (1 in 2017).

Assumptions and Data Used for the Following UAAL Projections

The following is based on the 12/31/2016 Valuation and the respective 2018 Retirement Contribution Rate calculated therein.

This assumes a perfect actuarial world where all actuarial assumptions are exactly met each year.

This also assumes aggregate payroll will increase 3% per year.

As the minimum retirement rate of 14.44% has been paid in the first quarter of this year and any change would need to be approved as part of the budget process, it is assumed that the increase in contribution rates will begin in 2019.

Current Full Rate = 14.44%

Deer Park - UAAL Amortization as of 12/31/2016

Normal Cost = 10.41%; Prior Service Cost = 4.03%

| Description | 2013 Valuation/ 2014 Experience | 2015 Actuarial Changes/Experi ence | 2016 Experience | 2016 Total UAAL | |
|----------------------|--|--|--------------------|--------------------|--------------------|
| Years Left | 24 | 29 | 25 | | |
| UAAL Balance | 10,755,550 | 1,107,415 | 396,607 | 12,259,572 | |
| | | | | | <u>Total Prior</u> |
| | | | | | <u>Service</u> |
| <u>Payment</u> | | | | | <u>Balance</u> |
| <u>Stream</u> | | | | | <u>(BOY)</u> |
| 1 | 677,494 | 62,256 | 24,353 | 764,103 | 12,259,572 |
| 2 | 697,819 | 64,124 | 25,084 | 787,026 | 12,297,482 |
| 3 | 718,753 | 66,047 | 25,836 | 810,637 | 12,314,263 |
| 4 | 740,316 | 68,029 | 26,611 | 834,956 | 12,307,778 |
| 5 | 762,525 | 70,070 | 27,410 | 860,005 | 12,275,724 |
| 6 | 785,401 | 72,172 | 28,232 | 885,805 | 12,215,622 |
| 7 | 808,963 | 74,337 | 29,079 | 912,379 | 12,124,801 |
| 8 | 833,232 | 76,567 | 29,951 | 939,750 | 12,000,388 |
| 9 | 858,229 | 78,864 | 30,850 | 967,943 | 11,839,293 |
| 10 | 883,976 | 81,230 | 31,775 | 996,981 | 11,638,190 |
| 11 | 910,495 | 83,667 | 32,728 | 1,026,891 | 11,393,505 |
| 12 | 937,810 | 86,177 | 33,710 | 1,057,697 | 11,101,396 |
| 13 | 965,944 | 88,762 | 34,722 | 1,089,428 | 10,757,734 |
| 14 | 994,923 | 91,425 | 35,763 | 1,122,111 | 10,358,085 |
| 15 | 1,024,770 | 94,168 | 36,836 | 1,155,774 | 9,897,686 |
| 16 | 1,055,514 | 96,993 | 37,941 | 1,190,448 | 9,371,422 |
| 17 | 1,087,179 | 99,903 | 39,079 | 1,226,161 | 8,773,805 |
| 18 | 1,119,794 | 102,900 | 40,252 | 1,262,946 | 8,098,944 |
| 19 | 1,153,388 | 105,987 | 41,459 | 1,300,834 | 7,340,516 |
| 20 | 1,187,990 | 109,166 | 42,703 | 1,339,859 | 6,491,742 |
| 21 | 1,223,630 | 112,441 | 43,984 | 1,380,055 | 5,545,347 |
| 22 | 1,260,338 | 115,814 | 45,304 | 1,421,457 | 4,493,533 |
| 23 | 1,298,149 | 119,289 | 46,663 | 1,464,100 | 3,327,938 |
| 24 | 1,337,093 | 122,868 | 48,063 | 1,508,023 | 2,039,598 |
| 25 | - | 126,554 | 49,505 | 176,058 | 618,906 |
| 26 | - | 130,350 | - | 130,350 | 478,746 |
| 27 | - | 134,261 | - | 134,261 | 376,360 |
| 28 | - | 138,289 | - | 138,289 | 263,021 |
| 29 | - | 142,437 | - | 142,437 | 137,870 |
| 30 | - | - | - | - | (15) |
| Total Payment | 23,323,727 | 2,815,145 | 887,892 | 27,026,764 | |

Optional Full Rate = 15.44%

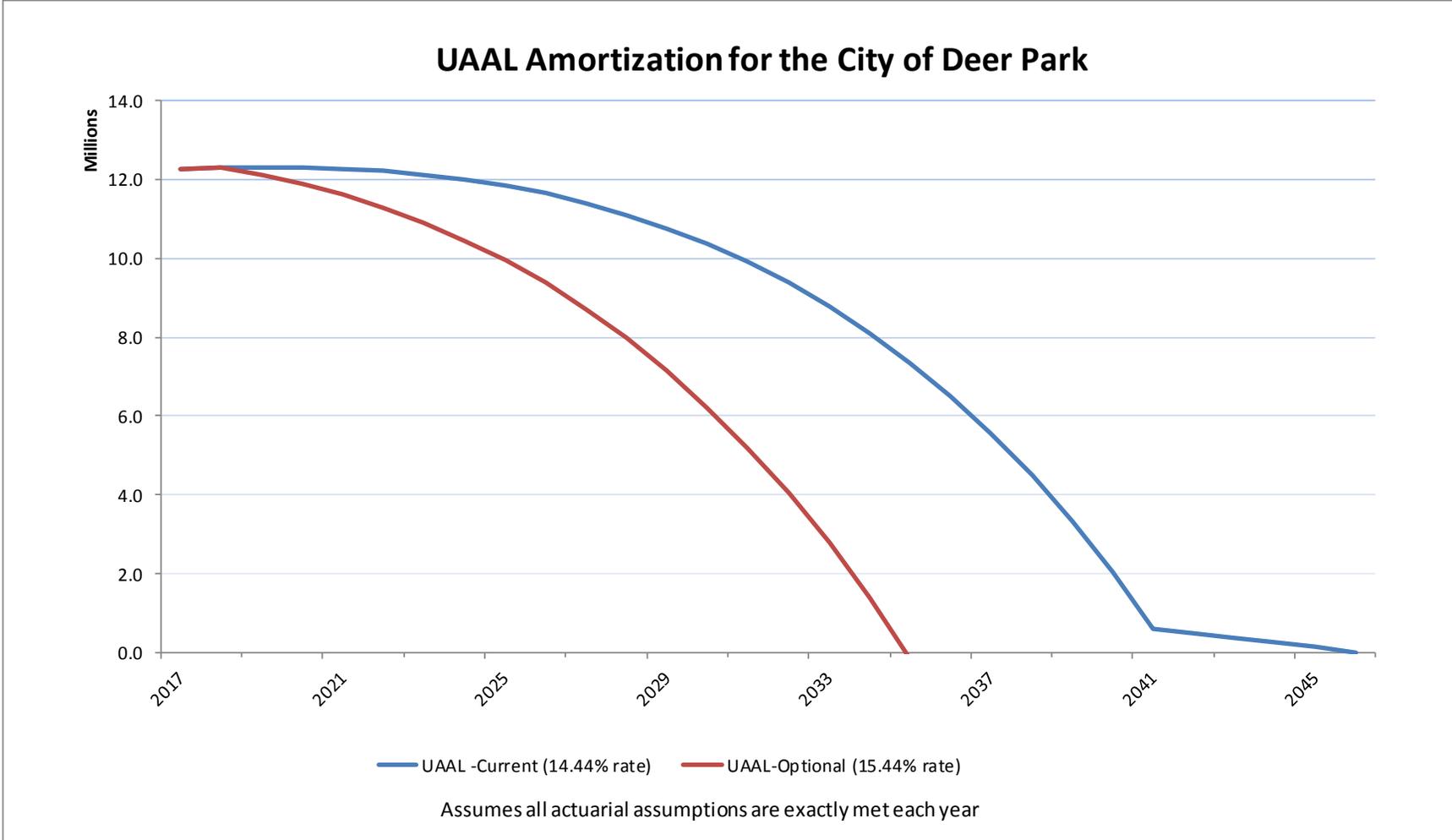
Deer Park - UAAL Amortization as of 12/31/2016

Normal Cost = 10.41%; Prior Service Cost = 5.03% (2019 & Later)

| Description | 2013 Valuation/ 2014 Experience | 2015 Actuarial Changes/ Experience | 2016 Experience | 2016 Total UAAL |
|--------------|--|---|--------------------|--------------------|
| Years Left | 18 | 18 | 18 | |
| UAAL Balance | 10,755,550 | 1,107,415 | 396,607 | 12,259,572 |

| <u>Payment</u> <u>Stream</u> | | | | <u>Additional</u> <u>Prior</u> <u>Service</u> <u>Payment</u> | <u>Total Prior</u> <u>Service</u> <u>Payment</u> | <u>UAAL</u> <u>Balance</u> <u>(BOY)</u> |
|---------------------------------|-------------------|------------------|----------------|---|--|---|
| 1 | 677,494 | 62,256 | 24,353 | - | 764,103 | 12,259,572 |
| 2 | 697,819 | 64,124 | 25,084 | 196,445 | 983,471 | 12,297,482 |
| 3 | 718,753 | 66,047 | 25,836 | 202,339 | 1,012,976 | 12,111,260 |
| 4 | 740,316 | 68,029 | 26,611 | 208,409 | 1,043,365 | 11,881,979 |
| 5 | 762,525 | 70,070 | 27,410 | 214,661 | 1,074,666 | 11,605,818 |
| 6 | 785,401 | 72,172 | 28,232 | 221,101 | 1,106,906 | 11,278,669 |
| 7 | 808,963 | 74,337 | 29,079 | 227,734 | 1,140,113 | 10,896,122 |
| 8 | 833,232 | 76,567 | 29,951 | 234,566 | 1,174,316 | 10,453,438 |
| 9 | 858,229 | 78,864 | 30,850 | 241,603 | 1,209,546 | 9,945,527 |
| 10 | 883,976 | 81,230 | 31,775 | 248,851 | 1,245,832 | 9,366,926 |
| 11 | 910,495 | 83,667 | 32,728 | 256,317 | 1,283,207 | 8,711,773 |
| 12 | 937,810 | 86,177 | 33,710 | 264,006 | 1,321,703 | 7,973,773 |
| 13 | 965,944 | 88,762 | 34,722 | 271,926 | 1,361,354 | 7,146,178 |
| 14 | 994,923 | 91,425 | 35,763 | 280,084 | 1,402,195 | 6,221,745 |
| 15 | 1,024,770 | 94,168 | 36,836 | 288,487 | 1,444,261 | 5,192,709 |
| 16 | 1,055,514 | 96,993 | 37,941 | 297,141 | 1,487,589 | 4,050,743 |
| 17 | 1,087,179 | 99,903 | 39,079 | 306,055 | 1,532,216 | 2,786,919 |
| 18 | 1,119,794 | 102,900 | 40,252 | 315,237 | 1,578,183 | 1,391,671 |
| 19 | | | | | | (145,258) |
| Total Payment | 15,863,139 | 1,457,689 | 570,212 | 4,274,962 | 22,166,002 | |

Optional Full Rate = 15.44%



| Total Amortization Payments | |
|-----------------------------|---------------|
| Current Schedule | \$ 27,026,764 |
| Optional Schedule | \$ 22,166,002 |
| Difference | \$ 4,860,762 |

Optional Full Rate = 16.44%

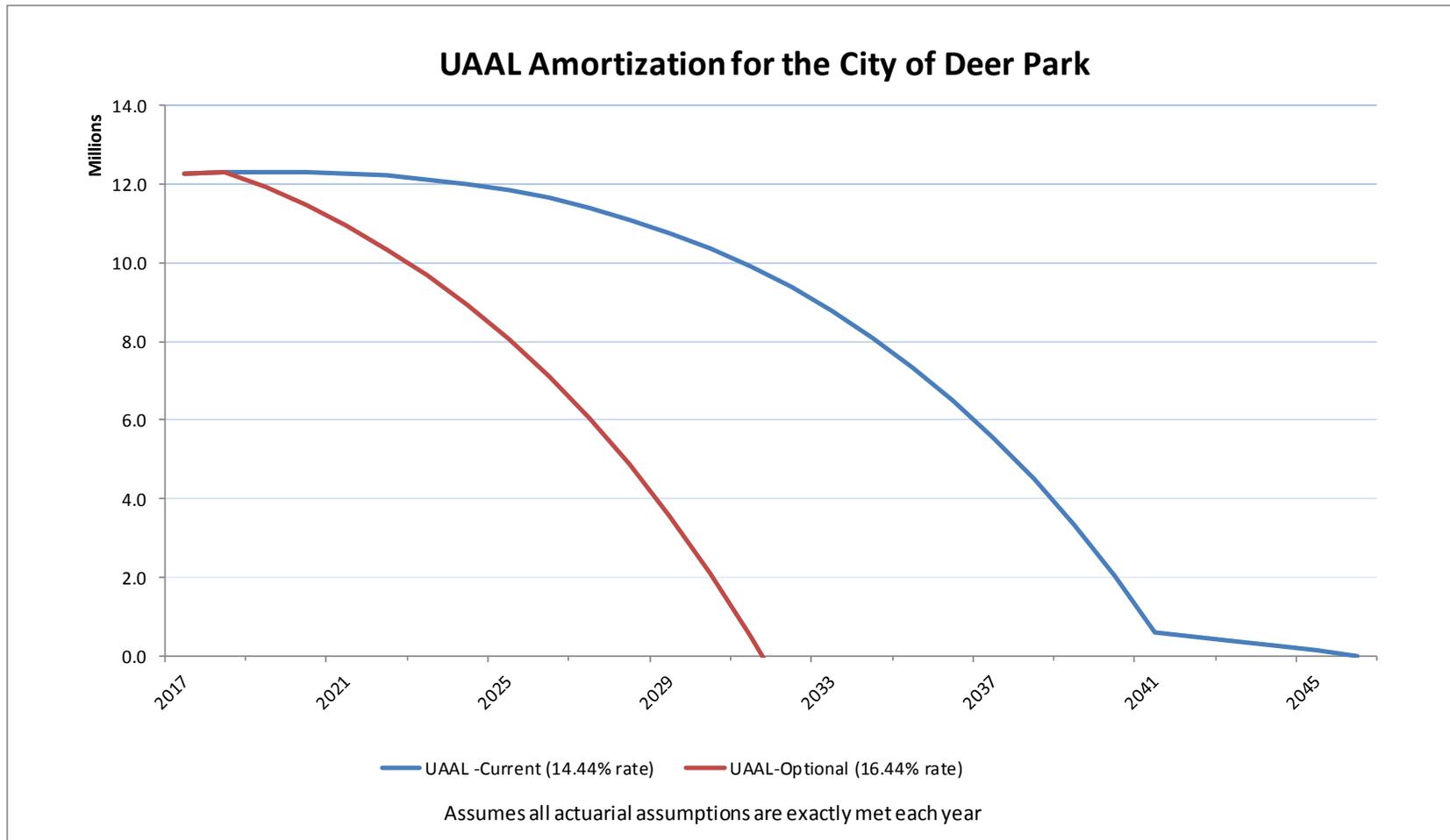
Deer Park - UAAL Amortization as of 12/31/2016

Normal Cost = 10.41%; Prior Service Cost = 6.03% (2019 & Later)

| Description | 2013 Valuation/ 2014 Experience | 2015 Actuarial Changes/ Experience | 2016 Experience | 2016 Total UAAL |
|--------------|--|---|--------------------|--------------------|
| Years Left | 15 | 15 | 15 | |
| UAAL Balance | 10,755,550 | 1,107,415 | 396,607 | 12,259,572 |

| <u>Payment Stream</u> | | | | <u>Additional Prior Service Payment</u> | <u>Total Prior Service Payment</u> | <u>UAAL Balance (BOY)</u> |
|---------------------------|-------------------|------------------|----------------|---|--|-----------------------------------|
| 1 | 677,494 | 62,256 | 24,353 | - | 764,103 | 12,259,572 |
| 2 | 697,819 | 64,124 | 25,084 | 391,966 | 1,178,993 | 12,297,482 |
| 3 | 718,753 | 66,047 | 25,836 | 403,725 | 1,214,362 | 11,909,212 |
| 4 | 740,316 | 68,029 | 26,611 | 415,837 | 1,250,793 | 11,458,183 |
| 5 | 762,525 | 70,070 | 27,410 | 428,312 | 1,288,317 | 10,939,062 |
| 6 | 785,401 | 72,172 | 28,232 | 441,162 | 1,326,966 | 10,346,125 |
| 7 | 808,963 | 74,337 | 29,079 | 454,397 | 1,366,775 | 9,673,224 |
| 8 | 833,232 | 76,567 | 29,951 | 468,028 | 1,407,779 | 8,913,765 |
| 9 | 858,229 | 78,864 | 30,850 | 482,069 | 1,450,012 | 8,060,670 |
| 10 | 883,976 | 81,230 | 31,775 | 496,531 | 1,493,512 | 7,106,348 |
| 11 | 910,495 | 83,667 | 32,728 | 511,427 | 1,538,318 | 6,042,656 |
| 12 | 937,810 | 86,177 | 33,710 | 526,770 | 1,584,467 | 4,860,865 |
| 13 | 965,944 | 88,762 | 34,722 | 542,573 | 1,632,001 | 3,551,612 |
| 14 | 994,923 | 91,425 | 35,763 | 558,850 | 1,680,961 | 2,104,864 |
| 15 | 1,024,770 | 94,168 | 36,836 | 575,616 | 1,731,390 | 509,866 |
| 16 | | | | | | (1,244,907) |
| Total Payment | 12,600,653 | 1,157,894 | 452,939 | 6,697,266 | 20,908,752 | |

Optional Full Rate = 16.44%



| | Total Amortization Payments | |
|-------------------|-----------------------------|------------|
| Current Schedule | \$ | 27,026,764 |
| Optional Schedule | \$ | 20,908,752 |
| Difference | \$ | 6,118,012 |

Optional Full Rate = 17.44%

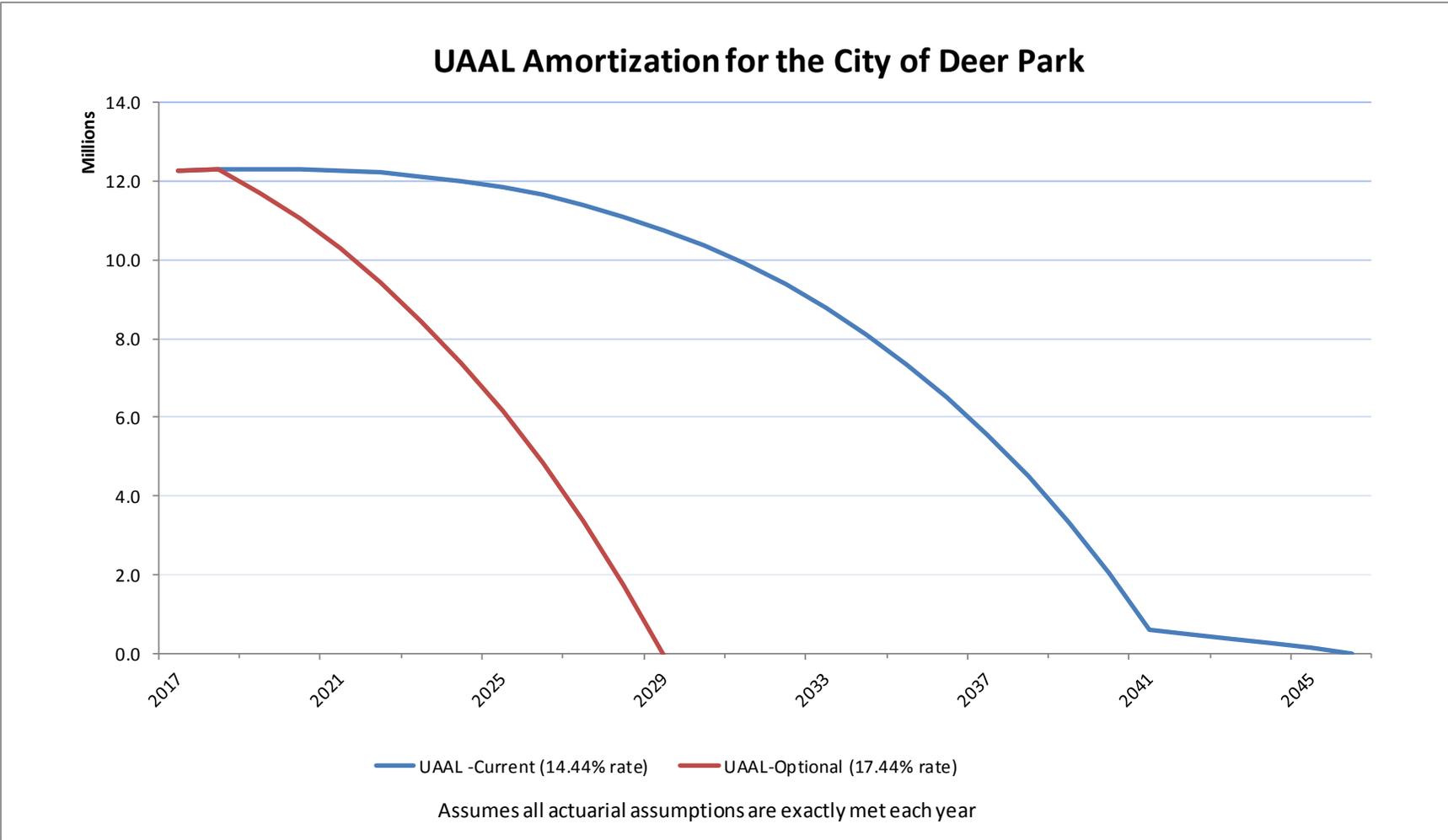
Deer Park - UAAL Amortization as of 12/31/2016

Normal Cost = 10.41%; Prior Service Cost = 7.03% (2019 & Later)

| Description | 2013 Valuation/ 2014 Experience | 2015 Actuarial Changes/Expe rience | 2016 Experience | 2016 Total UAAL |
|--------------|--|---|--------------------|--------------------|
| Years Left | 12 | 12 | 12 | |
| UAAL Balance | 10,755,550 | 1,107,415 | 396,607 | 12,259,572 |

| <u>Payment Stream</u> | | | | <u>Additional Prior Service Payment</u> | <u>Total Prior Service Payment</u> | <u>UAAL Balance (BOY)</u> |
|---------------------------|------------------|----------------|----------------|---|--|-----------------------------------|
| 1 | 677,494 | 62,256 | 24,353 | - | 764,103 | 12,259,572 |
| 2 | 697,819 | 64,124 | 25,084 | 587,488 | 1,374,514 | 12,297,482 |
| 3 | 718,753 | 66,047 | 25,836 | 605,112 | 1,415,749 | 11,707,164 |
| 4 | 740,316 | 68,029 | 26,611 | 623,266 | 1,458,222 | 11,034,387 |
| 5 | 762,525 | 70,070 | 27,410 | 641,964 | 1,501,968 | 10,272,307 |
| 6 | 785,401 | 72,172 | 28,232 | 661,222 | 1,547,027 | 9,413,580 |
| 7 | 808,963 | 74,337 | 29,079 | 681,059 | 1,593,438 | 8,450,326 |
| 8 | 833,232 | 76,567 | 29,951 | 701,491 | 1,641,241 | 7,374,092 |
| 9 | 858,229 | 78,864 | 30,850 | 722,536 | 1,690,478 | 6,175,813 |
| 10 | 883,976 | 81,230 | 31,775 | 744,212 | 1,741,193 | 4,845,769 |
| 11 | 910,495 | 83,667 | 32,728 | 766,538 | 1,793,429 | 3,373,540 |
| 12 | 937,810 | 86,177 | 33,710 | 789,534 | 1,847,231 | 1,747,956 |
| 13 | | | | | | (42,954) |
| Total Payment | 9,615,015 | 883,539 | 345,618 | 7,524,421 | 18,368,594 | |

Optional Full Rate = 17.44%



| Total Amortization Payments | | |
|-----------------------------|----|------------|
| Current Schedule | \$ | 27,026,764 |
| Optional Schedule | \$ | 18,368,594 |
| Difference | \$ | 8,658,170 |

Summary of Potential Savings

| Retirement Contribution Rate | 2018 Current (14.44%) | 15.44% | 16.44% | 17.44% |
|------------------------------|-----------------------|--------|--------|--------|
| Years to Amortize UAAL | 29 | 18 | 15 | 12 |
| Cost Savings | \$0 | \$4.9M | \$6.1M | \$8.7M |



Legislation Details (With Text)

File #: DIS 18-059 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 5/1/2018 **In control:** City Council Workshop
On agenda: 5/8/2018 **Final action:**
Title: Discussion of issues relating to a New Sports Agreements and Update on the Soccer RFP process.
Sponsors:
Indexes:
Code sections:

Attachments: [Sports Organization Utilization Agreement -Draft-REDLINE - BASEBALL32718](#)
[Sports Organization Utilization Agreement -Draft-REDLINE - SOFTBALL32718](#)
[Sports Organization Utilization Agreement -Draft-REDLINE -Soccer32718](#)
[SOUA presentation10917 \(003\) \[Read-Only\]](#)
[RFP Soccer Services32118](#)
[RFP Soccer Services - Addendum1](#)
[RFP Soccer Services - Addendum2](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|-----------------------|--------|--------|
| 5/8/2018 | 1 | City Council Workshop | | |

Discussion of issues relating to a New Sports Agreements and Update on the Soccer RFP process.

Summary:

Fiscal/Budgetary Impact:

Discussion only



City of Deer Park

Parks and Recreation Department

Sport Organization Utilization Agreement

Baseball

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as "City" and the Parks and Recreation Department, hereinafter referred to as "Department", are utilized efficiently and safely. All Deer Park sports programs ~~sponsored-recognized~~ by the City and all Sports Organizations, hereinafter referred to as "Organization", ~~and are~~ intended to enhance and enrich the interest of our citizens and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities.

In order to establish a mutual understanding and working relationship between various Organizations and the City, the following is agreed to by all parties concerned. ~~The City reserves the right to make field assignments enters into that agreements that~~ will best serve the ~~citizens-athletes of the city~~. Any and all fields can be assigned or reassigned to use by any ~~contracted~~-organization on a yearly basis depending on the ~~recreational registration numbers, participation~~ and needs.

A. Definition:

- ~~i. Recreation(al) Team(s): To qualify as a recreational team the following requirements must be met:~~
 - ~~a. Team(s) must be associated with the Organization which has an agreement with the City for that particular sport and age.~~
 - ~~b. All league team(s) must play a portion of the league games within the City assigned complex(es) for the Organization.~~
 - ~~c. In addition to the above criteria, one (1) of the following requirements must be met:~~
 - ~~a. Teams must adhere to the Organization's National Sports Association rules and guidelines for recreation for all Teams; or~~
 - ~~b. Organization sponsored practices and trainings for team(s) must be coached and trained by volunteer coach(es)/trainer(s)/instructor(s) and one of the following requirements must be met as well:~~
 - ~~i. Team(s) must be drafted each season with no more than forty percent (40%) of team participants being able to be held by the Team.~~

Commented [JZ1]: To better meet the needs of the community, this wording was revised

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Commented [SS2]: Quest would not be able to meet requirement until 2018 when new complex is built. A waiver would need to be granted to Quest by the City until that time.

There is no guarantee that any games could be played in Deer Park.

March 6, 2017, PARC agreed they would be good with the waiver to allow them to wait until after the new complex is built and give Quest time to work with their organization to host games locally.

Commented [SS3]: March 6, 2017, PARC agreed they would need to see the National rules and guidelines for recreational before they could make a recommendation.

- ii. ~~Team(s) must have less than forty percent (40%) of team participants actively participating on a non-recreational team.~~
- ii. ~~Recreation(al) Tournament(s): To qualify as a recreational tournament the following requirements must be met:~~
 - a. ~~Tournament(s) must be associated with the Organization which has an agreement with the City for that particular sport.~~
 - b. ~~In addition to the above criteria one (1) of the following requirements must be met as well:~~
 - a. ~~At least 50% of the teams participating in the tournament are recreational teams as defined above; or~~
 - b. ~~The Organization is host of an advanced qualifying recreational league tournament.~~
- 2. ~~Non Recreation(al): Teams and Tournaments that do not meet the established criteria above are to be considered non recreation(al).~~

Commented [JZ4]: This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

B.A. Term

1. This agreement shall be for a term of up to one (1) calendar year beginning on the date of full execution hereof concluding on December 31 of each calendar year, unless terminated by either party upon ~~sixtythirty~~ (630) days advanced written notice to the other party. Any Organization that holds a current valid agreement, in compliance with the City, for the use of any athletic facility(ies) for the previous year will have the opportunity to renew that agreement for the following year. Agreements will be taken before City Council annually each December to approve for the following calendar year.

Commented [SS5]: March 6, 2017, PARC agreed they wanted to leave the agreement as an annual instead of making it a 5year agreement as requested by Quest.

C.B. Option to renew

1. ~~Renewal of this agreement for an additional term shall be conditioned upon the following terms:~~
 1. ~~That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the annual report, prior to October 31st of each year.~~
 - i. ~~That the Organization provided the following information:~~
 - 3-ii. ~~annual report~~ prior to the start of the season:
 - i-a. ~~Copy of approved current constitution and by-laws for Organization.~~
 - ii-b. ~~List of current Organization officers and board members with addresses, phone numbers, and email.~~
 - iii-c. ~~Proposed Organization schedule of events.~~
 - iv. ~~Copy of Organization's general liability insurance policy, and have the City of Deer Park as additional insured. rider.~~
 4. ~~Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year.~~
- iii. ~~Approval by the City Council in December of each year.~~

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Commented [JZ7]: Identified the formal approval process

D.C. **General Agreements**

1. ~~The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization.~~
2. Use of City facilities are primarily for the ~~primary recreational~~ use of citizens living within the incorporated city limits and/or attends a Deer Park ISD school.
3. ~~The Organization is required to provide a minimum service of Recreational League play.~~
4. It is suggested that the Organization prioritize usage of the fields in the following manner:
 - i. Recreational league games
 - ii. League sponsored tournaments
 - iii. Select league games
~~League sponsored tournaments~~
 - iv. Select tournaments
 - v. Tournaments not affiliated with contracted organization Third party usage
 - vi. ~~Other priority users include any persons living within the Deer Park Independent School District boundary lines.~~
 - ii. 75% of all Organization must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines (local).
 - a. ~~If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.~~
 - iii. No citizen living within the City limits may be turned away for a participant living outside the city limits.
 - iv. Any person(s) and/or team living outside of the established boundaries will not have priority for use of any city owned facility. This is to include league play or practice.
- 3-5. ~~All persons within the established boundaries will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.~~
4. ~~Organization shall not change any affiliation with a state or national association or change the "age grouping" of their leagues that will affect another established organization without just cause and prior approval of the Parks and Recreation Department. An Organization shall not arbitrarily change its league structure to offer "age grouping" that is already in existence in another organization or league.~~
- 5-6. Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.
 - i. All financial documents and records are subject to audit per request of the City.
6. ~~The Organization will have first rights of refusal, for their designated facilities, for all activities outside of the Organizations structured use.~~

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Commented [JZ8]: Item only listed in baseball and Softball

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Commented [JZ9]: This is only listed in this order for baseball and softball. Recreation is priority for Baseball and Softball.

Commented [JZ10]: Recommended organization priority usage list

Commented [JZ11]: Will be managed by P&R department.

Commented [SS12]: March 6, 2017, PARC agreed they would like to keep the 75% requirement and agreed to include the "Plan of Action" allowance for those that do not currently meet the 75%. The PARC did not want to lower the percentage to 60% as requested by Quest.

Commented [JZ13R12]: Due to challenges regulating these percentages; this item was removed

Commented [JZ14]: This was removed to accommodate as many athletes as possible due to the ongoing structure of youth sports organizations.

i.ii. Only authorized camps or clinics authorized cosponsored by either the utilizing Organization or by the City, with all proceeds benefiting the Organization or the City, are permitted. The City has first right of refusal.

Commented [JZ15]: The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement.

7. The Organization shall WILL not NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational tournaments at City facilities per City ordinance.

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in lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C-F. In addition, copies of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.

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8. Annually, The Organization must submit with the annual agreement renewal either of the following:

i. In Lieu of proposal for capital improvements to their designated facility in the minimum amount of \$5,000. Capital improvements may consist of, but are not limited to:

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- a. Fence repairs
- b. Irrigation repairs and installation
- c. Field grading work
- d. Concession stand infrastructure
- e. Field light repairs and installation
- f. Other items related to sports field improvements

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ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.

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- a. Funds will be held in a designated City of Deer Park account.
- b. It is recommended that funds are used prior to reaching an account balance of \$50,000.
- c. The City of Deer Park may utilize funds at their discretion with recommendation from the Parks and Recreation Commission and approval from the City Council.

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9. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply:

i. The difference of the minimum amount can be applied to the following year's agreement.

Commented [JZ16]: Staff believes this will meet the leagues short expectations of Capital Improvement items.

ii. Should the Organization decide to make a payment towards a specific capital project, funds can be deferred up to three consecutive (3) years or up to an account balance of \$50,000. Three (3) consecutive years begins at initial deferred payment.

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7-a. The specific capital project must be recommended by the Parks and Recreation Commission presented and presented and approved by City Council at initial deferment.

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Commented [JZ17]: New in Lieu of flat fee structure for review

8-10. No construction or alterations may be done on City property/facility without the authorization of the City. Any approved construction will become the sole property of the City at the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.

Commented [JZ18]: Capital projects will be put through the standard formal City process for construction.

~~9-11.~~ Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.

~~10-12.~~ The Organization will not allow any other organization, association or group to use the facility without prior ~~written~~ approval of the Parks and Recreation Department.

~~i. For profit organizations or associations are eligible to use City facilities, only with written authorization from the Parks and Recreation Department. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities.~~

~~ii. City facilities to be used for personal profit, by any individual, must have written authorization by the Parks and Recreation Department.~~

~~11-13.~~ All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.

~~12-14.~~ All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.

~~E.D.~~ **Obligation of the City**

~~1.~~ To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome ~~athletic recreational~~ activities.

~~2.~~ ~~To seek recommendation and approval by the Parks and Recreation Commission and City Council for contract renewal.~~

~~3.~~ ~~Use of City facilities are for the primary recreational use of citizens living within the incorporated city limits.~~

~~i. Other priority users include persons living within the Deer Park Independent School District boundary lines.~~

~~4-2.~~ ~~To ensure the Organization has first rights of refusal, for their designated facilities, for all activities outside of the Organization's structured use.~~

~~5-3.~~ To oversee, manage, and accept all capital improvement projects for athletic facilities.

~~6-4.~~ To approve advertising permitted at athletic facilities.

~~7.~~ ~~The Department is obligated to manage all City facility usage.~~

~~8-5.~~ The City will provide maintenance and repairs to athletic facilities and more specifically as follows:

i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the ~~recreational~~ league season and as deemed necessary by the Department.

a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.

b. Maintain all ~~goals~~, fences, bleachers and gates in a safe and secure condition.

c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.

~~d. Make major plumbing repairs for restrooms, sinks, urinals and commodes as deemed necessary by the Department.~~

Commented [JZ19]: P&R has a formal rental process in place

Commented [JZ20]: For reference to the SOUA

~~d.e.~~ d.e. Make major electrical ~~repairs~~ and air conditioning unit repairs as deemed necessary by the Department.

~~e.f.~~ e.f. Paint all structures as deemed necessary by the Department.

~~f.g.~~ f.g. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.

- a. Attempt to maintain at least 75% of the potential lighting for field or pole during regularly scheduled season.
- b. The Department will maintain lighting schedules for facilities with automatic lighting system.

~~i.~~ i. ~~All additional lighting changes, outside of regular schedule, will be performed within 3 business days of receipt of written request. The Organization will appoint 3 officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible for notifying the City of permission changes throughout the year.~~

~~g.h.~~ g.h. Maintain all field irrigation system(s).

- a. Watering schedules are managed and authorized by the Department.
- b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.

~~h.i.~~ h.i. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

~~9-6.~~ 9-6. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.

- i. Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.
- ii. Department mowing routines allow for surrounding grounds mowing once every other week.
- iii. Mowing routines are subject to change based on field conditions or as deemed necessary by the department.
- iv. If any organization wants a more frequent mowing routine it becomes their responsibility.
 - a. The Organization must receive prior ~~written~~ approval before beginning additional mowing.
 - b. The Organization will be responsible for all damages occurring from additional mowing if damages should occur.
- v. All additional herbicide, fertilization and overseeding applications will be performed by the Department upon request and with funds provided by the Organization.

~~10-7.~~ 10-7. Furnish trash receptacles and trash liners.

- i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.

~~11-8.~~ 11-8. Clean and stock restrooms.

- i. Daily, Monday through Friday, during regularly scheduled season.

Commented [JZ21]: Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

- ii. Saturdays and Sundays when deemed necessary by the Department.
- iii. Once weekly during off season.
- ~~12-9.~~ Maintain all parking areas.
- ~~13-10.~~ Provide utility services for facilities including electrical, water and sewer where required.
- ~~14-11.~~ The City will supply support poles and an electrical source for scoreboards.
 - i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.
- ~~15-12.~~ The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- ~~16-13.~~ The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
- ~~17-14.~~ The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- ~~18-15.~~ The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.
 - i. ~~All maintenance and repair requests will be addressed in priority order by t~~The Department, to the best of our ability, will address all maintenance and repair requests in priority order, within 15 business days of written receipt of request.
- ~~19-16.~~ The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Face-book page.
- ~~20-17.~~ The City is obligated to provide a facility location, dependent on availability, upon written request at least three (3) weeks in advance, for the following: with advanced notice, depending on facility and purpose of usage.
 - i. ~~24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.~~
 - ii. ~~Additional time needed is subject to normal rental fees.~~

Commented [JZ22]: P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

F.E. Obligation of Youth Sports Organization

1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in ~~wholesome recreational~~athletic activities.
- ~~2.~~ Utilize City facilities for the primary use of citizens living within the incorporated city limits.
- ~~2.~~ ~~Other priority users include persons living within the Deer Park Independent School District boundary lines. It is suggested that the Organization prioritize usage of the fields in the following manner~~
 - i. Recreational league games
 - ii. League sponsored tournaments
 - iii. Select league games
 - iv. Select tournaments
 - v. ~~Tournaments not affiliated with contracted organization~~Third party usage
 - i.

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3. The Organization shall furnish the Department an annual report, by October 31st of each year, which includes the total number of recreational and non-recreational participants, including the number a breakdown of resident and non-resident participants and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.
6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for practices, games, tournaments, camps and recreation league ceremonies. Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).
7. The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million (\$1,000,000). The City shall be named as additional insured on such policy and shall be entitled to thirty (30) day notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.
8. By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.
9. All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted at least thirty (30) days posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date. One non-voting position on the board shall be reserved for the Department liaison or their designated representative.
 - i. The Organization shall provide public notice of all Board of Directors meetings as prescribed by their by-laws. This is to include (72) hours written notice going to the Department and posted in plain view on the Organization information board.
 - ii. All regular board meetings shall be open to the public.
 - iii. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
10. Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.
11. It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, inclusive of but not limited to, playing fields, dugouts, bleachers, concession stands, restrooms, parking lots and any commons area, per City Ordinance. This policy is to be

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- inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.
12. The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property venues including, but not limited to, the building entrance and exit ways. Tobacco use is allowed in designated areas which will be clearly marked with signage and markings. ~~Used cigarettes and other tobacco remains are to be deposited in the receptacles provided in these designated use areas.~~
 13. During the term of this agreement the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.
 - i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.
 - ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season.
 - a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
 - b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.
 - iii. The Organization may sublet its concessions based on the following conditions:
 - a. Receive written permission to sublet concessions from the Department.
 - i. ~~The Department reserves first right of refusal for concession contractor.~~
 - b. Concession contractor will be required to acquire a vendor permit from the Department.
 14. The Organization will be responsible for all game preparations of fields.
 - i. No one under 16 years of age is allowed to operate any motorized equipment used in field preparation or materials transport, to include but not limited to golf carts, infield groomers, 4-wheelers, riding lawnmowers and motorized vehicles.
 15. The Organization shall provide all bases and base stubs, pitching rubbers, marking chalk/paint and application equipment. The installation of pitching rubbers, bases and base stubs are to be installed per the manufactures instructions.
 16. At anytime a mechanical batting machine or batting cage is being used, for instruction or practice, an adult league authorized official over the age of 21 must be present to supervise. It shall be the responsibility of the organization to ensure that any league official operating or supervising the use of a mechanical batting machine has been instructed in the proper operation procedures and with all safety precautions.
 17. The Organization shall report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.

Commented [JZ24]: Health code requirements are extensive and strictly enforced

Commented [JZ25]: Internal form that may be used at P&R discretion.

Commented [JZ26]: Include in softball and baseball. Remove from soccer.

~~i. Any major electrical, utility or structural problems shall be reported to the Department by 12:00 pm the following business day.~~

~~ii. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.~~

18. The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be for the sole and exclusive use of the Organization. ~~Signs, including installation materials and methods, shall be approved by the Department before installation. The Department, before installation, shall approve signs including installation materials and methods.~~

19. The Organization shall:

i. Prohibit its coaches and players from hitting ~~or kicking~~ balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.

ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concessions stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.

iii. The Organization is responsible for changing out trash bags in trash receptacles if the trash bag is more than half full. Trash bags are to be placed in dumpsters located at each City owned facility.

iv. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion the Organization has the right to lock access gates to protect prepped fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.

a. Prepped fields are defined as Game-Ready which includes infields dragged, batter boxes chalked, foul-lines chalked and bases placed in their proper locations.

b. Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.

c. Organizations may lock fields during inclement weather when field conditions are not conducive for play.

~~d. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions.~~

~~v. Do all minor plumbing repairs to sinks, drains, etc.~~

~~vi. Do all watering of infields and outfields fields as needed and allowed by the Department.~~

~~vii. Supply all scoreboards and maintain all boards including bulb replacement.~~

~~viii. Keep all out-buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.~~

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Commented [JZ27]: For safety purpose and for code purposes, this was revised to meet City standards

Commented [JZ28]: For safety purpose and for code purposes, this was revised to meet City standards

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Commented [JZ29]: Include in softball and baseball. Remove from Soccer.

Commented [JZ30R29]: The City will close fields for maintenance purposes of defer to the P&R rain out policy.

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- ~~ix.viii.~~ Maintain the premises in a safe and aesthetic manner, ~~i.e. keep all drags and other equipment stored and inaccessible to children.~~
20. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
21. The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and conduct including supervision of parking lots.
22. The Organization shall have an official ~~or assigned field coordinator~~ inspect every field (playing surfaces) prior to the first game each day/night of league play ~~or practice~~ for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard. All corrections shall be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.
23. The Organization shall have a written “emergency situation” plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.
- i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.
 - ii. The Organization shall make “emergency situation” response information available to any out of town teams playing in league play, league tournaments or post season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.
 - iii. ~~The City’s Emergency Services Director will be available to assist with all plan and procedures if needed.~~
- ~~24.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- ~~24-25.~~ **The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization’s responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.**
- ~~i. The Department will grant authorization for vehicle traffic for supply pick up and drop off or equipment unloading.~~
 - ~~ii. Off pavement parking is allowed only in designated overflow parking areas when conditions deem it necessary.~~
- ~~25-26.~~ The Organization will abide by and establish a line of communication between the Organization’s President, or designated representative, and a City appointed liaison.
- i. The Organization’s President, or designated representative, is required to attend all scheduled City sports organization meetings.
- ~~26-27.~~ The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

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Commented [JZ33]: Renovations to all facilities will address parking issues.

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~~27-28.~~ The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. ~~facility availability upon written request three (3) weeks in advance, for the following:~~

- ~~i. 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.~~
- ~~ii. Additional time needed is subject to normal rental fees.~~

G.F. Non Recreation Tournaments

1. The Department will be notified of all ~~non recreational~~ tournaments ~~within one (1) week after reservation has been made~~ by the Organization and no later than two (2) weeks prior to tournament taking place. ~~Payment must be received within 30 days after prior the tournament occurs.~~ Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.

2. Organization may allow ~~non-recreational any~~ teams ~~affiliated with organization or hosting entity~~ to utilize facilities for tournaments beginning March 1 – October 31 of each year.

~~i. If approved, facilities may be utilized outside of the scheduled use with the restrictions that:~~ Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department.

- ~~a. Annual rye grass must be established on approved fields during requested time.~~
- ~~b. Annual rye grass must to be approved by the Department and go through the guidelines of the capital improvement process. Please refer to "General Agreements" item "8."~~

3. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.

4. Concession operations will remain with the Organization or as authorized through this agreement.

5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

6. ~~Payments:~~ The City will receive from the Organization either the following payment schedule, ~~to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.~~

- ~~i. The non recreational team or entity hosting the tournament, game(s) or practice(s) will pay the Organization:—~~
 - ~~a. \$150 per field, per day and/or~~
 - ~~a. \$25 per field for the first 2 hour time slot and~~
 - ~~b. \$12.50 for each additional hour thereafter and if required~~
 - ~~b. \$10 per hour, per field for lights.~~
- ~~ii. Organization will pay the Department:~~
 - ~~a. \$50 per field, per day and/or~~

Commented [JZ34]: Item to be utilized in P&R agreement only.

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Commented [SS36]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

Commented [JZ37]:

Commented [JZ38R37]: Move this to general conditions and designate \$\$\$ how much.

Commented [JZ39]: We have addressed this with a flat fee that encumbers all organizational annual usage fees

- a. ~~\$12.50 per field for the first 2 hour practice or game and~~
- b. ~~\$6.25 for each additional hour thereafter and if required~~
- b. ~~\$10 per hour, per field for lights.~~

~~iii.i. In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C-F. In addition, copies of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.~~

H. Non-Recreation Teams Third party usage

~~6.~~ Use of any City facility is restricted to Organization's that are members of and/or affiliated with a City Council approved Sports Organization Utilization Agreement. Department approved established state or national association organization.

~~4-7.~~ Outside third party usage must be contracted and approved through the Parks and Recreation Department.

- i. ~~Such registration must comply with all rules of the association/organization and any state or national governing body.~~
- ii. ~~Select teams must register and submit the following annual registration with the Department in order to gain access to the fields.~~

~~a.~~ All non recreational-3rd party teams- usage must carry general liability insurance with limits no less than one (1) million dollars. A copy of the policy must be on file with the Board of Directors of the Organization and

~~b.a.~~ A copy of the completed select team registration form.

~~2-8.~~ Recreational-The Organizations regular league play, practices and associated events take priority and precedence over all all third party non recreational team play, practices, games, tournaments and associated events.

~~3-9.~~ The Association's Board of Directors have the first right of refusal on the availability of fields and dates of all games, practices and tournaments.

~~10.~~ Concession operations will remain with the Organization or as authorized through this agreement.

~~i.~~ Third Party user may bring in their own private concessions vendor, but not utilize on site concession facility without prior approval from the organization and the Parks and Recreation Department.

~~4-ii.~~ Private concessions vendor must carry all required Harris County health permits in order to sell concessions.

~~5-11.~~ The OrganizationThird Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

~~6-12.~~ All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams.

Commented [JZ40]: P&R has addressed field usage from third party users via a formal rental process.

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~~7.13. Organization—The City may allow third party non-recreational teams users to utilize facilities for practices, games and tournaments beginning March 1 – October 31 of each year.~~

~~i. If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use with the restrictions that:~~

~~a. Annual rye grass must be established on approved fields during requested time.~~

~~b.i. Annual rye grass must be approved by the Department and go through the guidelines of the capital improvement process. Please refer to “General Agreements” item “8.”~~

~~8.14. The Department will receive notification of non-recreational team third party usage of facilities no later than two (2) weeks prior to utilization for tournaments and games. Practices are subject to availability and approval of by the Department until 12:00 pm on day of rental.~~

~~9. Payments: The City will receive from the Organization third party renter payment prior to usage, either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.~~

~~i. Annual fee of \$250 paid to the Organization annually valid for each calendar year (January 1 – December 31).~~

~~a. Organization will pay the Department \$100 per non-recreational team registered and provide a list of non-recreational teams registered through the Organization.~~

~~b. The Department will maintain a city wide non-recreational team master list.~~

~~ii. The non-recreational team will pay for games and practices: —~~

~~a. Non-recreational teams will pay the Organization:~~

~~i. \$25 per field for the first 2-hour practice or game and~~

~~ii. \$12.50 for each additional hour thereafter and if applicable~~

~~iii. \$10 per hour, per field for lights.~~

~~b. Organization will pay the Department:~~

~~i. \$12.50 per field for the first 2-hour practice or game and~~

~~ii. \$6.25 for each additional hour thereafter and if applicable~~

~~iii.15. \$10 per hour, per field for lights.~~

~~iii. Payment for non-recreational team usage of facilities must be received by the Department no later than the 15th of each month for the preceding month’s non-recreational team usage.~~

~~iv. In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C-F. In addition, copies of all receipts for the previous year’s agreement’s contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.~~

Commented [SS41]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

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Commented [JZ42]: Current P&R policy

Commented [JZ43]: There is an existing P&R field rental policy in place.

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G. Rain-out Policy

1. Organization must abide by the City adopted Rain-out Policy dated August 1, 2016 (Exhibit A).

I. Default

1. If any event of default of any of the obligations or in the performance of any of the terms, conditions, or provisions of any instrument or document evidencing the obligations secured by this agreement or in the performance of any covenant contained herein shall occur; then the following course of action shall be taken:

i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.

ii. Written notice of non-compliance from the Parks and Recreation Department.

iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.

iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.

v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.

vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.

vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

Annual Report Attachments:

1. Current Copy of board approved Organization constitution and by-laws.
2. Proof of Insurance.
3. List of current officers and Board of Directors.
4. Proposed annual calendar of events.
5. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.
6. If requesting, written contribution request in lieu of payment.

In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.

Commented [JZ44]: Formal Default policy established and added to contract

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Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of the agreement.

The City of Deer Park enters an agreement with: _____ for the sole purpose of playing games and/or tournaments and related activities upon the above agreement, terms and conditions, that certain tract(s) of land in the City of Deer Park, Harris County, Texas to wit:

The City of Deer Park, Texas _____ located in _____ in said city. This agreement shall be effective from January 1, 20__ through December 31, 20__ but may be sooner.

Signed in duplicate, this _____ day of _____ 20__.

Authorized organization: _____ Parks and Recreation Department Director

Name: _____ Name: _____

Signature: _____ Signature: _____

Park Board Chairman: _____ City of Deer Park Mayor

Name: _____ Name: _____

Signature: _____ Signature: _____

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EXHIBIT A

Deer Park Athletic Field

Rain-out Policy

Practices and games will be held, as long as conditions are safe for participants and do not violate our rules or park guidelines. As a standard, the City of Deer Park will do our best to alert the leagues and rentals via email or phone call with as much notice as possible on practice/game day should fields be unplayable. Please keep in mind that Park closures and practice/game cancellations are determined by the City of Deer Park Parks and Recreation Department which reserves the right to cancel practices/games at any time depending on the current weather and field conditions.

Please call **281-478-2099/2275(PARK)** for a recorded message that will provide information in reference to Rainouts and Cancellations during the week after 3:00pm or visit the City of Deer Park Athletics Website at: www.deerparktx.gov/athletics for status updates. City of Deer Park staff will work with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

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City of Deer Park Athletic Sports Complexes - Determining Field Playability

Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation, and not standing water, that causes damage and unsafe conditions. Determining the playability of an athletic field is crucial to the continued health of the turf and the sustainability of the field throughout the season. More importantly, determining the playability is vital to the safety and best interests of the participants and patrons to the City of Deer Park athletic sports complexes. The Department will close its athletic fields if City of Deer Park staff determines that fields are too wet for play, or if other issues arise that would compromise patron safety.

League officials have the responsibility to close fields for play when safety and/or field damage is possible.

An athletic field should be considered closed for play if any part of the field becomes unsafe for field users or if conditions exist where use will cause damage to the field.

An athletic field should be considered closed if any of the following conditions exist:

1. There is standing water present on any part of the field that cannot be removed without causing damage to the field.
2. There are muddy conditions present that will not dry by the start of the game.
3. While walking on the field water can be seen or heard with any footstep.
4. If water gathers around the sole of a shoe or boot on any portion of the field.
5. While walking in turf areas any impression of your footprint is left in the surface.
6. While walking on the infield portion of the field, an impression of ½" deep or more is left by a footprint.

Additional reasons for cancelling games:

1. It has rained most of the day of the scheduled game and there is standing water on the field.
2. It has rained for several days prior to the scheduled game and the fields are wet to the point where playing the game will destroy the playing surface.
3. It is raining at the time of the scheduled game and the temperature is low enough to make conditions unbearable for the children.
4. The presence of lightning - 3 strikes and you're out. The first lightning strike will cause a 30 minute delay, with subsequent strikes re-setting the 30 minute delay. Three strikes within 30 minutes will result in cancellation.
5. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.

EXHIBIT B

Glossary of Terms

1. Recognized Organization – A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
 - a. Established structure
 - b. Recommendation from Parks and Recreation Commission
 - c. Approval from City Council
2. Youth Sports Organization Utilization Agreement - An agreement to establish a mutual understanding and working relationship between various organizations and the City.
3. Recreation(al) Play: An intraclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
4. Non-Recreation(al) Play: Teams and Tournaments that do not meet the established criteria of "Glossary of Terms, Item 3" are to be considered non-recreation(al).
5. First Right of Refusal – a contractual right that gives the agreement holder first priority to utilize the facilities according to specified terms in this agreement.
6. Third Party Usage - A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.
7. Parks and Recreation Commission - Under the supervision of the city manager, the Parks and Recreation Commission shall provide, conduct, and supervise public playgrounds, athletic fields, recreation centers, and other recreational facilities and activities on any property owned or controlled by the city. The commission shall consult, advise, and cooperate with other groups concerned with providing recreation in and for the city.
 - Recreation League Teams
 - Select League Teams
 - League Sponsored Tournaments
 - Select Tournaments
8. Capital Improvement Projects - A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.

Designated Overflow Parking Areas

Commented [JZ45]: We have identified several terms and referenced them for better understanding during the Sports organization utilization agreement.

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Commented [JZ46]: Is this the correct term?

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City of Deer Park

Parks and Recreation Department

Sport Organization Utilization Agreement

Softball

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as "City" and the Parks and Recreation Department, hereinafter referred to as "Department", are utilized efficiently and safely. All Deer Park sports programs ~~sponsored-recognized~~ by the City and all Sports Organizations, hereinafter referred to as "Organization", ~~and are~~ intended to enhance and enrich the interest of our citizens and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities.

In order to establish a mutual understanding and working relationship between various Organizations and the City, the following is agreed to by all parties concerned. ~~The City reserves the right to make field assignments enters into that agreements that~~ will best serve the ~~citizens-athletes of the city~~. Any and all fields can be assigned or reassigned to use by any ~~contracted~~-organization on a yearly basis depending on the ~~recreational registration numbers, participation~~ and needs.

A. Definition:

- ~~i. Recreation Team(s): To qualify as a recreational team the following requirements must be met:~~
 - ~~a. Team(s) must be associated with the Organization which has an agreement with the City for that particular sport and age.~~
 - ~~b. All league team(s) must play a portion of the league games within the City assigned complex(es) for the Organization.~~
 - ~~c. In addition to the above criteria, one (1) of the following requirements must be met:~~
 - ~~a. Teams must adhere to the Organization's National Sports Association rules and guidelines for recreation for all Teams; or~~
 - ~~b. Organization sponsored practices and trainings for team(s) must be coached and trained by volunteer coach(es)/trainer(s)/instructor(s) and one of the following requirements must be met as well:~~
 - ~~i. Team(s) must be drafted each season with no more than forty percent (40%) of team participants being able to be held by the Team.~~

Commented [JZ1]: To better meet the needs of the community, this wording was revised

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Commented [SS2]: Quest would not be able to meet requirement until 2018 when new complex is built. A waiver would need to be granted to Quest by the City until that time.

There is no guarantee that any games could be played in Deer Park.

March 6, 2017, PARC agreed they would be good with the waiver to allow them to wait until after the new complex is built and give Quest time to work with their organization to host games locally.

Commented [SS3]: March 6, 2017, PARC agreed they would need to see the National rules and guidelines for recreational before they could make a recommendation.

- ii. ~~Team(s) must have less than forty percent (40%) of team participants actively participating on a non-recreational team.~~
- ii. ~~Recreation(al) Tournament(s): To qualify as a recreational tournament the following requirements must be met:~~
 - a. ~~Tournament(s) must be associated with the Organization which has an agreement with the City for that particular sport.~~
 - b. ~~In addition to the above criteria one (1) of the following requirements must be met as well:~~
 - a. ~~At least 50% of the teams participating in the tournament are recreational teams as defined above; or~~
 - b. ~~The Organization is host of an advanced qualifying recreational league tournament.~~
- 2. ~~Non Recreation(al): Teams and Tournaments that do not meet the established criteria above are to be considered non recreation(al).~~

Commented [JZ4]: This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

B.A. Term

1. This agreement shall be for a term of up to one (1) calendar year beginning on the date of full execution hereof concluding on December 31 of each calendar year, unless terminated by either party upon ~~sixtythirty~~ (630) days advanced written notice to the other party. Any Organization that holds a current valid agreement, in compliance with the City, for the use of any athletic facility(ies) for the previous year will have the opportunity to renew that agreement for the following year. Agreements will be taken before City Council annually each December to approve for the following calendar year.

Commented [SS5]: March 6, 2017, PARC agreed they wanted to leave the agreement as an annual instead of making it a 5year agreement as requested by Quest.

C.B. Option to renew

1. ~~Renewal of this agreement for an additional term shall be conditioned upon the following terms:~~
 1. ~~That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the annual report, prior to October 31st of each year.~~
 - i. ~~That the Organization provided the following information:~~
 - 3-ii. ~~annual report~~ prior to the start of the season:
 - i-a. ~~Copy of approved current constitution and by-laws for Organization.~~
 - ii-b. ~~List of current Organization officers and board members with addresses, phone numbers, and email.~~
 - iii-c. ~~Proposed Organization schedule of events.~~
 - iv. ~~Copy of Organization's general liability insurance policy, and have the City of Deer Park as additional insured. rider.~~
 4. ~~Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year.~~
- iii. ~~Approval by the City Council in December of each year.~~

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Commented [JZ7]: Identified the formal approval process

D.C. **General Agreements**

1. **The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization.**
2. Use of City facilities are primarily for the ~~primary recreational~~ use of citizens living within the incorporated city limits and/or attends a Deer Park ISD school.
3. The Organization is required to provide a minimum service of Recreational League play.
4. It is suggested that the Organization prioritize usage of the fields in the following manner:
 - i. Recreational league games
 - ii. League sponsored tournaments
 - iii. Select league games
~~League sponsored tournaments~~
 - iv. Select tournaments
 - v. Tournaments not affiliated with contracted organization Third party usage
 - vi. ~~Other priority users include any persons living within the Deer Park Independent School District boundary lines.~~
 - ii. 75% of all Organization must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines (local).
 - a. ~~If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.~~
 - iii. No citizen living within the City limits may be turned away for a participant living outside the city limits.
 - iv. Any person(s) and/or team living outside of the established boundaries will not have priority for use of any city owned facility. This is to include league play or practice.
- 3-5. All persons within the established boundaries will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.
4. ~~Organization shall not change any affiliation with a state or national association or change the "age grouping" of their leagues that will affect another established organization without just cause and prior approval of the Parks and Recreation Department. An Organization shall not arbitrarily change its league structure to offer "age grouping" that is already in existence in another organization or league.~~
- 5-6. Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.
 - i. All financial documents and records are subject to audit per request of the City.
6. ~~The Organization will have first rights of refusal, for their designated facilities, for all activities outside of the Organizations structured use.~~

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Commented [JZ8]: Item only listed in baseball and Softball

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Commented [JZ9]: This is only listed in this order for baseball and softball. Recreation is priority for Baseball and Softball.

Commented [JZ10]: Recommended organization priority usage list

Commented [JZ11]: Will be managed by P&R department.

Commented [SS12]: March 6, 2017, PARC agreed they would like to keep the 75% requirement and agreed to include the "Plan of Action" allowance for those that do not currently meet the 75%. The PARC did not want to lower the percentage to 60% as requested by Quest.

Commented [JZ13R12]: Due to challenges regulating these percentages; this item was removed

Commented [JZ14]: This was removed to accommodate as many athletes as possible due to the ongoing structure of youth sports organizations.

i.ii. Only authorized camps or clinics authorized cosponsored by either the utilizing Organization or by the City, with all proceeds benefiting the Organization or the City, are permitted. The City has first right of refusal.

Commented [JZ15]: The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement.

7. The Organization shall WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational tournaments at City facilities per City ordinance.

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in lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C-F. In addition, copies of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.

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8. Annually, The Organization must submit with the annual agreement renewal either of the following:

i. In Lieu of proposal for capital improvements to their designated facility in the minimum amount of \$5,000. Capital improvements may consist of, but are not limited to:

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- a. Fence repairs
- b. Irrigation repairs and installation
- c. Field grading work
- d. Concession stand infrastructure
- e. Field light repairs and installation
- f. Other items related to sports field improvements

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ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.

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- a. Funds will be held in a designated City of Deer Park account.
- b. It is recommended that funds are used prior to reaching an account balance of \$50,000.
- c. The City of Deer Park may utilize funds at their discretion with recommendation from the Parks and Recreation Commission and approval from the City Council.

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9. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply:

i. The difference of the minimum amount can be applied to the following year's agreement.

Commented [JZ16]: Staff believes this will meet the leagues short expectations of Capital Improvement items.

ii. Should the Organization decide to make a payment towards a specific capital project, funds can be deferred up to three consecutive (3) years or up to an account balance of \$50,000. Three (3) consecutive years begins at initial deferred payment.

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7-a. The specific capital project must be recommended by the Parks and Recreation Commission presented and presented and approved by City Council at initial deferment.

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Commented [JZ17]: New in Lieu of flat fee structure for review

8-10. No construction or alterations may be done on City property/facility without the authorization of the City. Any approved construction will become the sole property of the City at the conclusion of construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.

Commented [JZ18]: Capital projects will be put through the standard formal City process for construction.

~~9-11.~~ Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.

~~10-12.~~ The Organization will not allow any other organization, association or group to use the facility without prior ~~written~~ approval of the Parks and Recreation Department.

~~i. For profit organizations or associations are eligible to use City facilities, only with written authorization from the Parks and Recreation Department. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities.~~

~~ii. City facilities to be used for personal profit, by any individual, must have written authorization by the Parks and Recreation Department.~~

~~11-13.~~ All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.

~~12-14.~~ All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.

~~E.D.~~ **Obligation of the City**

~~1.~~ To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome ~~athletic recreational~~ activities.

~~2.~~ ~~To seek recommendation and approval by the Parks and Recreation Commission and City Council for contract renewal.~~

~~3.~~ ~~Use of City facilities are for the primary recreational use of citizens living within the incorporated city limits.~~

~~i. Other priority users include persons living within the Deer Park Independent School District boundary lines.~~

~~4-2.~~ ~~To ensure the Organization has first rights of refusal, for their designated facilities, for all activities outside of the Organization's structured use.~~

~~5-3.~~ To oversee, manage, and accept all capital improvement projects for athletic facilities.

~~6-4.~~ To approve advertising permitted at athletic facilities.

~~7.~~ ~~The Department is obligated to manage all City facility usage.~~

~~8-5.~~ The City will provide maintenance and repairs to athletic facilities and more specifically as follows:

i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the ~~recreational~~ league season and as deemed necessary by the Department.

a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.

b. Maintain all ~~goals~~, fences, bleachers and gates in a safe and secure condition.

c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.

~~d. Make major plumbing repairs for restrooms, sinks, urinals and commodes as deemed necessary by the Department.~~

Commented [JZ19]: P&R has a formal rental process in place

Commented [JZ20]: For reference to the SOUA

~~d.e.~~ d.e. Make major electrical ~~repairs~~ and air conditioning unit repairs as deemed necessary by the Department.

~~e.f.~~ e.f. Paint all structures as deemed necessary by the Department.

~~f.g.~~ f.g. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.

- a. Attempt to maintain at least 75% of the potential lighting for field or pole during regularly scheduled season.
- b. The Department will maintain lighting schedules for facilities with automatic lighting system.

~~i.~~ i. All additional lighting changes, outside of regular schedule, will be performed within 3 business days of receipt of written request. The Organization will appoint 3 officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible for notifying the City of permission changes throughout the year.

~~g.h.~~ g.h. Maintain all field irrigation system(s).

- a. Watering schedules are managed and authorized by the Department.
- b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.

~~h.i.~~ h.i. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

~~9-6.~~ 9-6. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.

- i. Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.
- ii. Department mowing routines allow for surrounding grounds mowing once every other week.
- iii. Mowing routines are subject to change based on field conditions or as deemed necessary by the department.
- iv. If any organization wants a more frequent mowing routine it becomes their responsibility.
 - a. The Organization must receive prior ~~written~~ approval before beginning additional mowing.
 - b. The Organization will be responsible for all damages occurring from additional mowing if damages should occur.
- v. All additional herbicide, fertilization and overseeding applications will be performed by the Department upon request and with funds provided by the Organization.

~~10-7.~~ 10-7. Furnish trash receptacles and trash liners.

- i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.

~~11-8.~~ 11-8. Clean and stock restrooms.

- i. Daily, Monday through Friday, during regularly scheduled season.

Commented [JZ21]: Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

- ii. Saturdays and Sundays when deemed necessary by the Department.
- iii. Once weekly during off season.
- ~~12-9.~~ Maintain all parking areas.
- ~~13-10.~~ Provide utility services for facilities including electrical, water and sewer where required.
- ~~14-11.~~ The City will supply support poles and an electrical source for scoreboards.
 - i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.
- ~~15-12.~~ The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- ~~16-13.~~ The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
- ~~17-14.~~ The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- ~~18-15.~~ The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.
 - i. ~~All maintenance and repair requests will be addressed in priority order by t~~The Department, to the best of our ability, will address all maintenance and repair requests in priority order, within 15 business days of written receipt of request.
- ~~19-16.~~ The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Face-book page.
- ~~20-17.~~ The City is obligated to provide a facility location, dependent on availability, upon written request at least three (3) weeks in advance, for the following: with advanced notice, depending on facility and purpose of usage.
 - i. ~~24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.~~
 - ii. ~~Additional time needed is subject to normal rental fees.~~

Commented [JZ22]: P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

F.E. Obligation of Youth Sports Organization

1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in ~~wholesome recreational~~athletic activities.
- ~~2.~~ Utilize City facilities for the primary use of citizens living within the incorporated city limits.
- ~~2.~~ ~~Other priority users include persons living within the Deer Park Independent School District boundary lines. It is suggested that the Organization prioritize usage of the fields in the following manner~~
 - i. Recreational league games
 - ii. League sponsored tournaments
 - iii. Select league games
 - iv. Select tournaments
 - v. Tournaments not affiliated with contracted organizationThird party usage
 - i.

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3. The Organization shall furnish the Department an annual report, by October 31st of each year, which includes the total number of recreational and non-recreational participants, including the number a breakdown of resident and non-resident participants and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.
6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for practices, games, tournaments, camps and recreation league ceremonies. Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).
7. The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million (\$1,000,000). The City shall be named as additional insured on such policy and shall be entitled to thirty (30) day notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.
8. By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.
9. All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted at least thirty (30) days posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date. One non-voting position on the board shall be reserved for the Department liaison or their designated representative.
 - i. The Organization shall provide public notice of all Board of Directors meetings as prescribed by their by-laws. This is to include (72) hours written notice going to the Department and posted in plain view on the Organization information board.
 - ii. All regular board meetings shall be open to the public.
 - iii. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
10. Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.
11. It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, inclusive of but not limited to, playing fields, dugouts, bleachers, concession stands, restrooms, parking lots and any commons area, per City Ordinance. This policy is to be

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- inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.
12. The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property venues including, but not limited to, the building entrance and exit ways. Tobacco use is allowed in designated areas which will be clearly marked with signage and markings. ~~Used cigarettes and other tobacco remains are to be deposited in the receptacles provided in these designated use areas.~~
 13. During the term of this agreement the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.
 - i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.
 - ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand and to acquire all necessary health code licenses prior to opening for any season.
 - a. Dependent upon the issue, it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
 - b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.
 - iii. The Organization may sublet its concessions based on the following conditions:
 - a. Receive written permission to sublet concessions from the Department.
 - i. ~~The Department reserves first right of refusal for concession contractor.~~
 - b. Concession contractor will be required to acquire a vendor permit from the Department.
 14. The Organization will be responsible for all game preparations of fields.
 - i. No one under 16 years of age is allowed to operate any motorized equipment used in field preparation or materials transport, to include but not limited to golf carts, infield groomers, 4-wheelers, riding lawnmowers and motorized vehicles.
 15. The Organization shall provide all bases and base stubs, pitching rubbers, marking chalk/paint and application equipment. The installation of pitching rubbers, bases and base stubs are to be installed per the manufactures instructions.
 16. At anytime a mechanical batting machine or batting cage is being used, for instruction or practice, an adult league authorized official over the age of 21 must be present to supervise. It shall be the responsibility of the organization to ensure that any league official operating or supervising the use of a mechanical batting machine has been instructed in the proper operation procedures and with all safety precautions.
 17. The Organization shall report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.

Commented [JZ24]: Health code requirements are extensive and strictly enforced

Commented [JZ25]: Internal form that may be used at P&R discretion.

Commented [JZ26]: Include in softball and baseball. Remove from soccer.

~~i. Any major electrical, utility or structural problems shall be reported to the Department by 12:00 pm the following business day.~~

~~ii. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.~~

18. The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be for the sole and exclusive use of the Organization. ~~Signs, including installation materials and methods, shall be approved by the Department before installation. The Department, before installation, shall approve signs including installation materials and methods.~~

19. The Organization shall:

i. Prohibit its coaches and players from hitting ~~or kicking~~ balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.

ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concessions stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.

iii. The Organization is responsible for changing out trash bags in trash receptacles if the trash bag is more than half full. Trash bags are to be placed in dumpsters located at each City owned facility.

iv. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion the Organization has the right to lock access gates to protect prepped fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.

a. Prepped fields are defined as Game-Ready which includes infields dragged, batter boxes chalked, foul-lines chalked and bases placed in their proper locations.

b. Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.

c. Organizations may lock fields during inclement weather when field conditions are not conducive for play.

~~d. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions.~~

~~v. Do all minor plumbing repairs to sinks, drains, etc.~~

~~vi. Do all watering of infields and outfields fields as needed and allowed by the Department.~~

~~vii. Supply all scoreboards and maintain all boards including bulb replacement.~~

~~viii. Keep all out-buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.~~

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Commented [JZ28]: For safety purpose and for code purposes, this was revised to meet City standards

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Commented [JZ29]: Include in softball and baseball. Remove from Soccer.

Commented [JZ30R29]: The City will close fields for maintenance purposes of defer to the P&R rain out policy.

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- ~~ix.viii.~~ Maintain the premises in a safe and aesthetic manner, ~~i.e. keep all drags and other equipment stored and inaccessible to children.~~
20. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
21. The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and conduct including supervision of parking lots.
22. The Organization shall have an official ~~or assigned field coordinator~~ inspect every field (playing surfaces) prior to the first game each day/night of league play ~~or practice~~ for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard. All corrections shall be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.
23. The Organization shall have a written “emergency situation” plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.
- i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.
 - ii. The Organization shall make “emergency situation” response information available to any out of town teams playing in league play, league tournaments or post season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.
 - iii. ~~The City’s Emergency Services Director will be available to assist with all plan and procedures if needed.~~
- ~~24.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- ~~24-25.~~ **The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization’s responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.**
- i. ~~The Department will grant authorization for vehicle traffic for supply pick up and drop off or equipment unloading.~~
 - ii. ~~Off pavement parking is allowed only in designated overflow parking areas when conditions deem it necessary.~~
- ~~25-26.~~ The Organization will abide by and establish a line of communication between the Organization’s President, or designated representative, and a City appointed liaison.
- i. The Organization’s President, or designated representative, is required to attend all scheduled City sports organization meetings.
- ~~26-27.~~ The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

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Commented [JZ33]: Renovations to all facilities will address parking issues.

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~~27-28.~~ The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. ~~facility availability upon written request three (3) weeks in advance, for the following:~~

- ~~i. 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.~~
- ~~ii. Additional time needed is subject to normal rental fees.~~

G.F. Non Recreation Tournaments

1. The Department will be notified of all ~~non recreational~~ tournaments ~~within one (1) week after reservation has been made~~ by the Organization and no later than two (2) weeks prior to tournament taking place. ~~Payment must be received within 30 days after prior the tournament occurs.~~ Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.

2. Organization may allow ~~non recreational any~~ teams ~~affiliated with organization or hosting entity~~ to utilize facilities for tournaments beginning March 1 – October 31 of each year.

~~i. If approved, facilities may be utilized outside of the scheduled use with the restrictions that:~~ Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department.

- ~~a. Annual rye grass must be established on approved fields during requested time.~~
- ~~b. Annual rye grass must to be approved by the Department and go through the guidelines of the capital improvement process. Please refer to "General Agreements" item "8."~~

3. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.

4. Concession operations will remain with the Organization or as authorized through this agreement.

5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

6. ~~Payments:~~ The City will receive from the Organization either the following payment schedule, ~~to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.~~

- ~~i. The non recreational team or entity hosting the tournament, game(s) or practice(s) will pay the Organization:—~~
 - ~~a. \$150 per field, per day and/or~~
 - ~~a. \$25 per field for the first 2 hour time slot and~~
 - ~~b. \$12.50 for each additional hour thereafter and if required~~
 - ~~b. \$10 per hour, per field for lights.~~
- ~~ii. Organization will pay the Department:~~
 - ~~a. \$50 per field, per day and/or~~

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Commented [SS36]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

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Commented [JZ38R37]: Move this to general conditions and designate \$\$\$ how much.

Commented [JZ39]: We have addressed this with a flat fee that encumbers all organizational annual usage fees

- a. ~~\$12.50 per field for the first 2 hour practice or game and~~
- b. ~~\$6.25 for each additional hour thereafter and if required~~
- b. ~~\$10 per hour, per field for lights.~~

~~iii.i. In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C-F. In addition, copies of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.~~

H. Non-Recreation Teams Third party usage

~~6.~~ Use of any City facility is restricted to Organization's that are members of and/or affiliated with a City Council approved Sports Organization Utilization Agreement. Department approved established state or national association organization.

~~4-7.~~ Outside third party usage must be contracted and approved through the Parks and Recreation Department.

- i. ~~Such registration must comply with all rules of the association/organization and any state or national governing body.~~
- ii. ~~Select teams must register and submit the following annual registration with the Department in order to gain access to the fields.~~

~~a.~~ All non recreational-3rd party teams- usage must carry general liability insurance with limits no less than one (1) million dollars. A copy of the policy must be on file with the Board of Directors of the Organization and

~~b.a.~~ A copy of the completed select team registration form.

~~2-8.~~ Recreational-The Organizations regular league play, practices and associated events take priority and precedence over all all third party non recreational team play, practices, games, tournaments and associated events.

~~3-9.~~ The Association's Board of Directors have the first right of refusal on the availability of fields and dates of all games, practices and tournaments.

~~10.~~ Concession operations will remain with the Organization or as authorized through this agreement.

~~i.~~ Third Party user may bring in their own private concessions vendor, but not utilize on site concession facility without prior approval from the organization and the Parks and Recreation Department.

~~4-ii.~~ Private concessions vendor must carry all required Harris County health permits in order to sell concessions.

~~5-11.~~ The OrganizationThird Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

~~6-12.~~ All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams.

Commented [JZ40]: P&R has addressed field usage from third party users via a formal rental process.

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~~7.13. Organization—The City may allow third party non-recreational teams users to utilize facilities for practices, games and tournaments beginning March 1 – October 31 of each year.~~

~~i. If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use, with the restrictions that:~~

~~a. Annual rye grass must be established on approved fields during requested time.~~

~~b.i. Annual rye grass must be approved by the Department and go through the guidelines of the capital improvement process. Please refer to “General Agreements” item “8.”~~

~~8.14. The Department will receive notification of non-recreational team third party usage of facilities no later than two (2) weeks prior to utilization for tournaments and games. Practices are subject to availability and approval of by the Department until 12:00 pm on day of rental.~~

~~9. Payments: The City will receive from the Organization third party renter payment prior to usage, either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.~~

~~i. Annual fee of \$250 paid to the Organization annually valid for each calendar year (January 1 – December 31).~~

~~a. Organization will pay the Department \$100 per non-recreational team registered and provide a list of non-recreational teams registered through the Organization.~~

~~b. The Department will maintain a city wide non-recreational team master list.~~

~~ii. The non-recreational team will pay for games and practices: —~~

~~a. Non-recreational teams will pay the Organization:~~

~~i. \$25 per field for the first 2-hour practice or game and~~

~~ii. \$12.50 for each additional hour thereafter and if applicable~~

~~iii. \$10 per hour, per field for lights.~~

~~b. Organization will pay the Department:~~

~~i. \$12.50 per field for the first 2-hour practice or game and~~

~~ii. \$6.25 for each additional hour thereafter and if applicable~~

~~iii.15. \$10 per hour, per field for lights.~~

~~iii. Payment for non-recreational team usage of facilities must be received by the Department no later than the 15th of each month for the preceding month’s non-recreational team usage.~~

~~iv. In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C-F. In addition, copies of all receipts for the previous year’s agreement’s contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.~~

Commented [SS41]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

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Commented [JZ42]: Current P&R policy

Commented [JZ43]: There is an existing P&R field rental policy in place.

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G. Rain-out Policy

1. Organization must abide by the City adopted Rain-out Policy dated August 1, 2016 (Exhibit A).

I. Default

1. If any event of default of any of the obligations or in the performance of any of the terms, conditions, or provisions of any instrument or document evidencing the obligations secured by this agreement or in the performance of any covenant contained herein shall occur; then the following course of action shall be taken:

i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.

ii. Written notice of non-compliance from the Parks and Recreation Department.

iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.

iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.

v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.

vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.

vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

Annual Report Attachments:

1. Current Copy of board approved Organization constitution and by-laws.
2. Proof of Insurance.
3. List of current officers and Board of Directors.
4. Proposed annual calendar of events.
5. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.
6. If requesting, written contribution request in lieu of payment.

In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.

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Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of the agreement.

The City of Deer Park enters an agreement with: _____ for the sole purpose of playing games and/or tournaments and related activities upon the above agreement, terms and conditions, that certain tract(s) of land in the City of Deer Park, Harris County, Texas to wit:

The City of Deer Park, Texas _____ located in _____ in said city. This agreement shall be effective from January 1, 20__ through December 31, 20__ but may be sooner.

Signed in duplicate, this _____ day of _____ 20__.

Authorized organization: _____ Parks and Recreation Department Director

Name: _____ Name: _____

Signature: _____ Signature: _____

Park Board Chairman: _____ City of Deer Park Mayor

Name: _____ Name: _____

Signature: _____ Signature: _____

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EXHIBIT A

Deer Park Athletic Field

Rain-out Policy

Practices and games will be held, as long as conditions are safe for participants and do not violate our rules or park guidelines. As a standard, the City of Deer Park will do our best to alert the leagues and rentals via email or phone call with as much notice as possible on practice/game day should fields be unplayable. Please keep in mind that Park closures and practice/game cancellations are determined by the City of Deer Park Parks and Recreation Department which reserves the right to cancel practices/games at any time depending on the current weather and field conditions.

Please call **281-478-2099/2275(PARK)** for a recorded message that will provide information in reference to Rainouts and Cancellations during the week after 3:00pm or visit the City of Deer Park Athletics Website at: www.deerparktx.gov/athletics for status updates. City of Deer Park staff will work with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

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City of Deer Park Athletic Sports Complexes - Determining Field Playability

Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation, and not standing water, that causes damage and unsafe conditions. Determining the playability of an athletic field is crucial to the continued health of the turf and the sustainability of the field throughout the season. More importantly, determining the playability is vital to the safety and best interests of the participants and patrons to the City of Deer Park athletic sports complexes. The Department will close its athletic fields if City of Deer Park staff determines that fields are too wet for play, or if other issues arise that would compromise patron safety.

League officials have the responsibility to close fields for play when safety and/or field damage is possible.

An athletic field should be considered closed for play if any part of the field becomes unsafe for field users or if conditions exist where use will cause damage to the field.

An athletic field should be considered closed if any of the following conditions exist:

1. There is standing water present on any part of the field that cannot be removed without causing damage to the field.
2. There are muddy conditions present that will not dry by the start of the game.
3. While walking on the field water can be seen or heard with any footstep.
4. If water gathers around the sole of a shoe or boot on any portion of the field.
5. While walking in turf areas any impression of your footprint is left in the surface.
6. While walking on the infield portion of the field, an impression of ½" deep or more is left by a footprint.

Additional reasons for cancelling games:

1. It has rained most of the day of the scheduled game and there is standing water on the field.
2. It has rained for several days prior to the scheduled game and the fields are wet to the point where playing the game will destroy the playing surface.
3. It is raining at the time of the scheduled game and the temperature is low enough to make conditions unbearable for the children.
4. The presence of lightning - 3 strikes and you're out. The first lightning strike will cause a 30 minute delay, with subsequent strikes re-setting the 30 minute delay. Three strikes within 30 minutes will result in cancellation.
5. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.

EXHIBIT B

Glossary of Terms

1. Recognized Organization – A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
 - a. Established structure
 - b. Recommendation from Parks and Recreation Commission
 - c. Approval from City Council
2. Youth Sports Organization Utilization Agreement - An agreement to establish a mutual understanding and working relationship between various organizations and the City.
3. Recreation(al) Play: An intraclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
4. Non-Recreation(al) Play: Teams and Tournaments that do not meet the established criteria of "Glossary of Terms, Item 3" are to be considered non-recreation(al).
5. First Right of Refusal – a contractual right that gives the agreement holder first priority to utilize the facilities according to specified terms in this agreement.
6. Third Party Usage - A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.
7. Parks and Recreation Commission - Under the supervision of the city manager, the Parks and Recreation Commission shall provide, conduct, and supervise public playgrounds, athletic fields, recreation centers, and other recreational facilities and activities on any property owned or controlled by the city. The commission shall consult, advise, and cooperate with other groups concerned with providing recreation in and for the city.
 - Recreation League Teams
 - Select League Teams
 - League Sponsored Tournaments
 - Select Tournaments
8. Capital Improvement Projects - A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.

Designated Overflow Parking Areas

Commented [JZ45]: We have identified several terms and referenced them for better understanding during the Sports organization utilization agreement.

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City of Deer Park

Parks and Recreation Department

Sport Organization Utilization Agreement

Soccer

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park, hereinafter referred to as "City" and the Parks and Recreation Department, hereinafter referred to as "Department", are utilized efficiently and safely. All Deer Park sports programs ~~sponsored-recognized~~ by the City and all Sports Organizations, hereinafter referred to as "Organization", ~~and are~~ intended to enhance and enrich the interest of our citizens and to promote participation in wholesome recreational activities; in addition to an agreement to share the responsibility of caring, improving, and maintaining the facilities.

In order to establish a mutual understanding and working relationship between various Organizations and the City, the following is agreed to by all parties concerned. ~~The City reserves the right to make field assignments enters into agreements~~ that will best serve the ~~citizens-athletes of the city~~. Any and all fields can be assigned or reassigned to use by any organization on a yearly basis depending on the ~~recreational~~ registration numbers and needs.

A. Definition:

- ~~i. Recreation Team(s): To qualify as a recreational team the following requirements must be met:~~
 - ~~a. Team(s) must be associated with the Organization which has an agreement with the City for that particular sport and age.~~
 - ~~b. All league team(s) must play a portion of the league games within the City assigned complex(es) for the Organization.~~
 - ~~c. In addition to the above criteria, one (1) of the following requirements must be met:~~
 - ~~a. Teams must adhere to the Organization's National Sports Association rules and guidelines for recreation for all Teams; or~~
 - ~~b. Organization sponsored practices and trainings for team(s) must be coached and trained by volunteer coach(es)/trainer(s)/instructor(s) and one of the following requirements must be met as well:~~
 - ~~i. Team(s) must be drafted each season with no more than forty percent (40%) of team participants being able to be held by the Team.~~

Commented [JZ1]: To better meet the needs of the community, this wording was revised.

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Commented [SS2]: Quest would not be able to meet requirement until 2018 when new complex is built. A waiver would need to be granted to Quest by the City until that time.

There is no guarantee that any games could be played in Deer Park.

March 6, 2017, PARC agreed they would be good with the waiver to allow them to wait until after the new complex is built and give Quest time to work with their organization to host games locally.

Commented [SS3]: March 6, 2017, PARC agreed they would need to see the National rules and guidelines for recreational before they could make a recommendation.

- ii. ~~Team(s) must have less than forty percent (40%) of team participants actively participating on a non-recreational team.~~
- ii. ~~Recreation(al) Tournament(s): To qualify as a recreational tournament the following requirements must be met:~~
 - a. ~~Tournament(s) must be associated with the Organization which has an agreement with the City for that particular sport.~~
 - b. ~~In addition to the above criteria one (1) of the following requirements must be met as well:~~
 - a. ~~At least 50% of the teams participating in the tournament are recreational teams as defined above; or~~
 - b. ~~The Organization is host of an advanced qualifying recreational league tournament.~~
- 2. ~~Non Recreation(al): Teams and Tournaments that do not meet the established criteria above are to be considered non recreation(al).~~

Commented [JZ4]: This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

B.A. Term

1. This agreement shall be for a term of up to one (1) calendar year beginning on the date of full execution hereof concluding on December 31 of each calendar year, unless terminated by either party upon ~~sixtythirty (630)~~ sixty (60) days advanced written notice to the other party. Any Organization that holds a current valid agreement, in compliance with the City, for the use of any athletic facility(ies) for the previous year will have the opportunity to renew that agreement for the following year. Agreements will be taken before City Council annually each December to approve for the following calendar year.

Commented [SS5]: March 6, 2017, PARC agreed they wanted to leave the agreement as an annual instead of making it a 5year agreement as requested by Quest.

C.B. Option to renew

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:
2. That a request for renewal be initiated by the signing of a new agreement by the Organization's president, with a copy of the annual report, prior to October 31st of each year.
3. That the Organization provided the ~~following information~~ annual report prior to the start of the season:
 - i. Copy of approved current constitution and by-laws for Organization.
 - ii. List of current Organization officers and board members with addresses, phone numbers, and email.
 - iii. Proposed Organization schedule of events.
 - iv. Copy of Organization's general liability insurance ~~policy and have the City of Deer Park as additional insured. rider.~~
4. ~~Seek recommendation for approval by City Council from the~~ City Council from the Parks and Recreation Commission ~~in November of each year.~~
5. Approval by the City Council in December of each year.

Commented [JZ6]: Not previously listed. Added to protect City.

Commented [JZ7]: Identified the formal approval process

D.C. General Agreements

1. ~~The Organization understands that the City is the sole owner of the facilities and any contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization.~~
2. ~~Use of City facility usage ies are for soccer is approved for utilization within the Sports Organization Utilization Agreement. the primary recreational use of citizens living within the incorporated city limits.~~
3. ~~The Organization is required to provide a minimum service of Recreational League play.~~
4. ~~It is suggested that the Organization prioritize usage of the fields in the following manner:~~
 - i. ~~Recreational league games~~
 - ii. ~~League sponsored tournaments~~ **Select league games**
 - iii. ~~League sponsored tournaments~~
 - iv. ~~Select tournaments~~
 - v. ~~Tournaments not affiliated with contracted organization~~ **Third party usage**
 - vi. ~~Other priority users include any persons living within the Deer Park Independent School District boundary lines.~~
 - ii. ~~75% of all Organization must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines (local).~~
 - a. ~~If an Organization does not meet the above criteria, the Organization must provide annually the "Plan of Action" to increase the local participation percentage in an effort to achieve the criteria.~~
 - iii. ~~No citizen living within the City limits may be turned away for a participant living outside the city limits.~~
 - iv. ~~Any person(s) and/or team living outside of the established boundaries will not have priority for use of any city owned facility. This is to include league play or practice.~~
- 3-5. ~~All persons within the established boundaries will be offered the opportunity to participate in all the Organization's programs regardless of gender, race, national origin, religion or disability in accordance with present state and federal law.~~
4. ~~Organization shall not change any affiliation with a state or national association or change the "age grouping" of their leagues that will affect another established organization without just cause and prior approval of the Parks and Recreation Department. An Organization shall not arbitrarily change its league structure to offer "age grouping" that is already in existence in another organization or league.~~
5. ~~Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.~~
 - i. ~~All financial documents and records are subject to audit per request of the City.~~

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Commented [JZ8]: Item only listed in baseball and Softball

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Commented [JZ9]: This is only listed this order for Soccer only due to the sporting structure of soccer

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Commented [JZ10]: Recommended organization priority usage list

Commented [JZ11]: Will be managed by P&R department.

Commented [SS12]: March 6, 2017, PARC agreed they would like to keep the 75% requirement and agreed to include the "Plan of Action" allowance for those that do not currently meet the 75%. The PARC did not want to lower the percentage to 60% as requested by Quest.

Commented [JZ13R12]: Due to the regional make of soccer and challenges regulating these percentages; this item was removed.

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Commented [JZ14]: Due to the Request for Proposal for Soccer services, we have opened this option to Profit and Non-profit organizations.

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6. The Organization will have first rights of refusal, for their designated facilities, for all activities outside of the Organizations structured use.

i. Only ~~authorized camps~~ or clinics ~~authorized cosponsored by either the utilizing Organization or by the City~~, with all proceeds benefiting the Organization or the City, are permitted. The City has first right of refusal.

Commented [JZ15]: The City administers the usage of the facilities outside of the Sports Organization Utilization Agreement.

6. The Organization ~~shall~~WILL NOT collect admission fees nor require the public to pay other charges to attend practice, games or recreational tournaments at City facilities per City ordinance.

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~~In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in Sections C-F. In addition, copies of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.~~

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7. Annually, The Organization must submit with the annual agreement renewal either of the following:

i. In Lieu of proposal for capital improvements to their designated facility in the minimum amount of \$5,000. Capital improvements may consist of, but are not limited to:

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- a. Fence repairs
- b. Irrigation repairs and installation
- c. Field grading work
- d. Concession stand infrastructure
- e. Field light repairs and installation
- f. Other items related to sports field improvements

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ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.

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- a. Funds will be held in a designated City of Deer Park account.
- b. It is recommended that funds are used prior to reaching an account balance of \$50,000.
- c. The City of Deer Park may utilize funds at their discretion with recommendation from the Parks and Recreation Commission and approval from the City Council.

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8. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,000 minimum; the following terms would apply:

Commented [JZ16]: Staff believes this will meet the leagues short expectations of Capital Improvement items.

i. The difference of the minimum amount can be applied to the following year's agreement.

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ii. Should the Organization decide to make a payment towards a specific capital project, funds can be deferred up to three consecutive (3) years or up to an account balance of \$50,000. Three (3) consecutive years begins at initial deferred payment.

~~7-a.~~ The specific capital project must be presented and approved by City Council at initial deferment.

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Commented [JZ17]: New in Lieu of flat fee structure for review

~~8-9.~~ No construction or alterations may be done on City property/facility without the authorization of the City. Any approved construction will become the sole property of the City at the conclusion of

construction and acceptance by the City. All capital improvement projects will go through the relevant formal City process.

Commented [JZ18]: Capital projects will be put through the standard formal City process for construction.

~~9-10.~~ Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.

~~10-11.~~ The Organization will not allow any other organization, association or group to use the facility without prior ~~written~~ approval of the Parks and Recreation Department.

~~i. For-profit organizations or associations are eligible to use City facilities, only with written authorization from the Parks and Recreation Department.~~

~~i. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities.~~

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Commented [JZ19]: P&R has a formal rental process in place

~~ii. City facilities to be used for personal profit, by any individual, must have written authorization by the Parks and Recreation Department.~~

~~11-12.~~ All Board of Directors members and managers are recommended to have completed a current applicable training program from a recognized state or national youth sports association. It is required that all head coaches involved in the league have such up to date training.

~~12-13.~~ All league officials, coaches, managers, umpires and any other person(s) involved with the Organization's activities shall have a valid personal background check performed annually and with the results being kept in a confidential file by the Board of Directors.

~~E.D.~~ Obligation of the City

~~1.~~ To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome ~~athletic recreational~~ activities.

~~2.~~ To seek recommendation and approval by the Parks and Recreation Commission and City Council for contract renewal.

~~3.~~ Use of City facilities are for the primary recreational use of citizens living within the incorporated city limits.

~~i. Other priority users include persons living within the Deer Park Independent School District boundary lines.~~

~~4-2.~~ To ensure the Organization has first rights of refusal, ~~for their designated facilities, for all activities outside of the Organization's structured use. Per the Sports Organization Utilization Agreement.~~

Commented [JZ20]: For reference to the SOUA

~~5-3.~~ To oversee, manage, and accept all capital improvement projects for athletic facilities.

~~6-4.~~ To approve advertising permitted at athletic facilities.

~~7.~~ The Department is obligated to manage all City facility usage.

~~8-5.~~ The City will provide maintenance and repairs to athletic facilities and more specifically as follows:

i. Will prepare all playing surfaces, buildings and grounds on City owned property prior to the beginning of the ~~recreational~~ league season and as deemed necessary by the Department.

a. Maintain playing surfaces to include leveling and drainage work deemed necessary by the Department.

b. Maintain all ~~goalsgoals, fences,~~ bleachers and gates in a safe and secure condition.

- c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
- d. Make major plumbing repairs for restrooms, sinks, urinals and commodes, electrical repairs and air conditioning unit repairs as deemed necessary by the Department.
- e. Paint all structures as deemed necessary by the Department.
- f. Maintain all area and field lighting. Repair and replace lights, poles, wiring, fuses, transformers and other equipment related to the lighting of each field.
 - a. Attempt to maintain at least 75% of the potential lighting for field (based on bulbs per field) ~~or pole~~ during regularly scheduled season.
 - b. The Department will maintain lighting schedules for facilities with automatic lighting system.
 - ~~i. All additional lighting changes, outside of regular schedule, will be performed within 3 business days of receipt of written request. The Organization will appoint three (3) officials at the beginning of each calendar year to have access to the automatic light schedule. The Organization is responsible for notifying the City of permission changes throughout the year.~~
- g. Maintain all field irrigation system(s).
 - a. Watering schedules are managed and authorized by the Department.
 - b. The Department reserves the right to restrict watering schedules if conditions deem it necessary.
- h. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

Commented [JZ21]: Already in practice with organizations. 3 business days was not regulated and did not provide good customer service.

9-6. Maintain all turf areas on the fields to include, but not limited to mowing, weed control, fertilization and herbicide spraying.

- i. Department mowing routines allow for mowing of playing surfaces twice a week during scheduled season play.
- ii. Department mowing routines allow for surrounding grounds mowing once every other week.
- iii. Mowing routines are subject to change based on field conditions or as deemed necessary by the department.
- iv. If any organization wants a more frequent mowing routine it becomes their responsibility.
 - a. The Organization must receive prior ~~written~~ approval before beginning additional mowing.
 - b. The Organization will be responsible for all damages occurring from additional mowing if damages should occur.
- v. All additional herbicide, fertilization and overseeding applications will be performed by the Department upon request and with funds provided by the Organization.

10-7. Furnish trash receptacles and trash liners.

- i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- ~~11.8.~~ Clean and stock restrooms.
 - i. Daily, Monday through Friday, during regularly scheduled season.
 - ii. Saturdays and Sundays when deemed necessary by the Department.
 - iii. Once weekly during off season.
- ~~12.9.~~ Maintain all parking areas.
- ~~13.10.~~ Provide utility services for facilities including electrical, water and sewer where required.
- ~~14.11.~~ The City will supply support poles and an electrical source for scoreboards.
 - i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.
- ~~15.12.~~ The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- ~~16.13.~~ The Department will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.
- ~~17.14.~~ The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- ~~18.15.~~ The Department's obligations under this agreement will be performed as soon as, and to the extent that, budgeted funds and resources are available for performance of its obligations.
 - i. All maintenance and repair requests will be addressed in priority order by the Department, to the best of our ability, within 15 business days of written receipt of request.
- ~~19.16.~~ The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Face book page.
- ~~20.17.~~ The City is obligated to provide a facility location, dependent on availability, ~~upon written request at least three (3) weeks in advance, for the following: with advanced notice, depending on facility and purpose of usage.~~
 - ~~i. 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.~~
 - ~~ii. Additional time needed is subject to normal rental fees.~~

F.E. Obligation of Youth Sports Organization

1. To utilize athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in ~~wholesome recreational~~ athletic activities.
- ~~2. Utilize City facilities for the primary use of citizens living within the incorporated city limits.~~
- ~~2. Other priority users include persons living within the Deer Park Independent School District boundary lines. It is suggested that the Organization prioritize usage of the fields in the following manner~~
 - i. Recreational league games
 - ii. Select league games
 - iii. League sponsored tournaments

Commented [J22]: P&R has opened up the usage of or meeting rooms and facilities to better meet the demands from the Sports Organizations.

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iv. Select tournaments

v. Tournaments not affiliated with contracted organization Third party usage

3. The Organization shall furnish the Department an annual report, by October 31st of each year, which includes the total number of recreational and non-recreational participants, including a breakdown of resident and non-resident participants and any other information requested by the Department.
4. To seek approval from the Department for any capital improvement projects for athletic facilities.
5. To seek approval from the Department for advertising permitted at athletic facilities.
6. The Organization is obligated to provide the City with a schedule of all City facility usage. This is to include, but not limited to schedules for practices, games, tournaments, camps and recreation league ceremonies. Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).
7. The Organization shall at all times during the term of this agreement maintain, in effect general public liability insurance covering the Organization's program(s) at the facility against claims for personal injury, death or damage to property to the limit of not less than one-million (\$1,000,000). The City shall be named as additional insured on such policy and shall be entitled to thirty (30) day notice of cancellation or changes of any kind regarding such insurance and certificates of insurance shall be provided to the City prior to the agreement becoming valid.
8. By the execution of this agreement, the Organization does hereby indemnify and hold harmless the City and its officers, agents and employees from and against any and all suits, actions or claims of any character, type or description, including all expenses of litigation, court cost and attorney's fees, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the act or failure to act by the Organization or its agents, volunteers or employees in the use of the facilities as set forth in the agreement.
9. All Board of Directors elections shall be conducted as prescribed by the Organization's by-laws. The election of offices shall be open to any and all qualified individuals. The Organization shall provide public notice of all Board of Directors elections. Notice shall be posted at least thirty (30) days posted prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date. One non-voting position on the board shall be reserved for the Department liaison or their designated representative.
 - i. The Organization shall provide public notice of all Board of Directors meetings as prescribed by their by laws. This is to include (72) hours written notice going to the Department and posted in plain view on the Organization information board.
 - ii. All regular board meetings shall be open to the public.
 - iii. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
10. Each Organization is deemed responsible for the conduct of its participants, coaches and spectators. The Department can require an organization to hire an off duty officer for security if they feel it is in the best interest of the City.

Commented [JZ23]: The P&R department will be able to regulate this number more efficiently.

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Commented [JZ24]: Based on the results of the Soccer Request for Proposal; this item may need to be removed or revised.

11. It shall be the Organization's responsibility to ensure that no alcoholic beverages are permitted on the premises, ~~inclusive of but not limited to, playing fields, dugouts, bleachers, concession stands, restrooms, parking lots and any commons area,~~ per City Ordinance. This policy is to be inclusive of any individual under the influence of alcohol. League officials will request any such person to leave the premises and if necessary contact the Police.
12. The use of tobacco products such as cigars, cigarettes, smokeless tobacco and pipes is prohibited in all indoor City property venues including, but not limited to, the building entrance and exit ways. Tobacco use is allowed in designated areas which will be clearly marked with signage and markings. ~~Used cigarettes and other tobacco remains are to be deposited in the receptacles provided in these designated use areas.~~
13. During the term of this agreement the Organization shall operate its own concession stand and all revenues generated from such shall be for the sole and exclusive use of the Organization.
 - i. The Organization shall furnish and maintain all equipment needed and/or used in the concession stand. The Organization shall abide and comply by all city, county and state health and fire code requirements.
 - ii. It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand ~~and to acquire all necessary health code licenses~~ prior to opening for any season.
 - a. ~~Dependent upon the issue,~~ it shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
 - b. It shall be the responsibility of the Organization to provide an annual report to the Department as proof of meeting Harris County Health Department code requirements.
 - iii. The Organization may sublet its concessions based on the following conditions:
 - a. Receive written permission to sublet concessions from the Department.
 - i. ~~The Department reserves first right of refusal for concession contractor.~~
 - b. Concession contractor will be required to acquire a vendor permit from the Department.
14. The Organization will be responsible for all game preparations of fields.
 - i. No one under 16 years of age is allowed to operate any motorized equipment used in field preparation or materials transport, to include but not limited to golf carts, infield groomers, 4-wheelers, riding lawnmowers and motorized vehicles.
15. ~~The Organization shall provide all bases and base stubs, pitching rubbers, marking chalk/paint and application equipment. The installation of pitching rubbers, bases and base stubs are to be installed per the manufactures instructions.~~
16. ~~At anytime a mechanical batting machine or batting cage is being used, for instruction or practice, an adult league authorized official over the age of 21 must be present to supervise. It shall be the responsibility of the organization to ensure that any league official operating or supervising the use of a mechanical batting machine has been instructed in the proper operation procedures and with all safety precautions.~~

Commented [JZ25]: Health code requirements are extensive and strictly enforced

Commented [JZ26]: Internal form that may be used at P&R discretion.

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Commented [JZ27]: Include in softball and baseball. Remove from soccer.

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~~17-15.~~ The Organization shall report any facility damage, dangerous or unsafe conditions, or unusual or suspicious situations to the Department as soon as possible but no longer than the next business day.

~~i. Any major electrical, utility or structural problems shall be reported to the Department by 12:00 pm the following business day.~~

~~ii.~~ At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these **problems**.

~~18-16.~~ The Organization has the right to sell and install signs along the fences and scoreboards of certain designated fields located on the facility. All revenues generated from such use shall be for the sole and exclusive use of the Organization. ~~Signs, including installation materials and methods, shall be approved by the Department before installation. The Department, before installation, shall approve signs including installation materials and methods.~~

~~19-17.~~ The Organization shall:

i. Prohibit its coaches and players from ~~hitting or kicking~~ balls into any fences unless it occurs in the natural course of a game. This policy is also to include surrounding structures and buildings. Failure to enforce this policy may result in the Organization incurring costs associated with the repairs of the fencing, structures and buildings.

ii. Be responsible for keeping the area clean of all trash, paper, boxes, cartons, cans, containers, etc. generated by the concessions stand, spectators, or participants. All such items shall be placed in City provided trash receptacles. This includes, but not limited to, all fields, dugouts, restrooms, concession stands, storage areas, commons areas and parking lots.

iii. The Organization is responsible for changing out trash bags in trash receptacles if the trash bag is more than half full. Trash bags are to be placed in dumpsters located at each City owned facility.

iv. Supply all locks necessary and provide the Department with either code or keys for locks. At their discretion the Organization has the right to lock access gates to protect prepped fields. The City reserves the right to remove any locks as deemed necessary by the Department and at the Organization's expense.

~~a. Prepped fields are defined as Game Ready which includes infields dragged, batter boxes chalked, foul lines chalked and bases placed in their proper locations.~~

~~b. Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.~~

~~c. Organizations may lock fields during inclement weather when field conditions are not conducive for play.~~

~~d. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions.~~

~~v. Do all minor plumbing repairs to sinks, drains, etc.~~

~~vi-v. Do all watering of infields and outfields fields as needed and allowed by the Department.~~

~~vii-vi.~~ Supply all scoreboards and maintain all boards including bulb replacement.

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Commented [JZ29]: Include in softball and baseball. Remove from Soccer.

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~~viii-vii.~~ Keep ~~all out~~ buildings and rooms clean and free of litter. Storerooms shall be maintained in an orderly and safe condition. Restrooms are not to be used as storerooms for any equipment or supplies.

~~ix-viii.~~ Maintain the premises in a safe and aesthetic manner, ~~i.e. keep all drags and other equipment stored and inaccessible to children.~~

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~~20-18.~~ Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.

~~21-19.~~ The Organization shall have at least two identified league officials, over the age of 21, to be on duty at all games to supervise activities and conduct including supervision of parking lots.

~~20.~~ The Organization shall have an official ~~or assigned field coordinator~~ inspect every field (playing surfaces) prior to the first game each day/night of league play ~~or practice~~ for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard.

~~22-i.~~ All corrections shall be made by the Organization prior to the start of the first game and if this cannot be accomplished play will be suspended until the Department is notified and any repairs can be made.

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~~23-21.~~ The Organization shall have a written "emergency situation" plan in effect. This plan shall include the shelter in-place plans, evacuation plans and routes and all necessary supervisory assignments and duties.

i. At least one board member shall be assigned as an Emergency Response Officer to be in charge of all procedures, equipment and shall be responsible for the training of all board members, coaches and volunteers.

ii. The Organization shall make "emergency situation" response information available to any out of town teams playing in league play, league tournaments or post season play. Such information shall be included in any and all packets or information given to visiting coaches or managers.

iii. ~~The City's Emergency Services Director will be available to assist with all plan and procedures if needed.~~

~~22.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.

~~24-i.~~ **The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization's responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.**

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~~i. The Department will grant authorization for vehicle traffic for supply pick up and drop off or equipment unloading.~~

~~ii. Off pavement parking is allowed only in designated overflow parking areas when conditions deem it necessary.~~

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Commented [JZ32]: Renovations to all facilities will address parking issues.

~~25-23.~~ The Organization will abide by and establish a line of communication between the Organization's President, or designated representative, and a City appointed liaison.

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- i. The Organization’s President, or designated representative, is required to attend all scheduled City sports organization meetings.

~~26-24.~~ The Organization may provide information to be included in promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

~~27-25.~~ The Organization is authorized to use a City facility location, dependent on availability, and facility availability upon written request three (3) weeks in advance, for the following:

- i. 24 hours of facility usage for registration purposes, award ceremonies, and meetings at no cost to the Organization.
- ii. Additional time needed is subject to normal rental fees.

G.F. Non-Recreation Tournaments

1. The Department will be notified of all non recreational tournaments within one (1) week after reservation has been made by the Organization and no later than two (2) weeks prior to tournament taking place. ~~Payment must be received within 30 days after prior the tournament occurs.~~ Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.

2. Organization may allow non recreational any teams affiliated with organization or hosting entity to utilize facilities for tournaments beginning March 1 – October 31 of each year.

- i. ~~If approved, facilities may be utilized outside of the scheduled use with the restrictions that:~~ Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department.

- a. ~~Annual rye grass must be established on approved fields during requested time.~~
- b. ~~Annual rye grass must be approved by the Department and go through the guidelines of the capital improvement process. Please refer to “General Agreements” item “8.”~~

3. The Organization sponsoring such a tournament will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control during the duration of the tournament.

4. Concession operations will remain with the Organization or as authorized through this agreement.

5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

~~6. Payment: The City will receive from the Organization either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.~~

- i. ~~The non-recreational team or entity hosting the tournament, game(s) or practice(s) will pay the Organization:—~~
 - a. ~~\$150 per field, per day and/or~~
 - a. ~~\$25 per field for the first 2 hour time slot and~~

Commented [JZ33]: Item to be utilized in P&R agreement only.

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Commented [JZ34]: Staff is requesting more detailed information to better meet the demands for maintenance purposes

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Commented [SS35]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

Commented [JZ36]:

Commented [JZ37R36]: Move this to general conditions and designate \$\$\$ how much.

Commented [JZ38]: We have addressed this with a flat fee that encumbers all organizational annual usage fees.

~~5-11.~~ ~~The Organization~~ Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

~~6-12.~~ All policies and regulations that apply to the Organization listed in the lease agreement apply to all ~~select teams~~.

~~7-13.~~ ~~Organization~~ The City may allow ~~third party non-recreational teams~~ users to utilize facilities for practices, games and tournaments beginning March 1 – October 31 of each year.

~~i.~~ If approved by the Parks and Recreation Department, facilities may be utilized outside of the scheduled use ~~with the restrictions that:~~

~~a.~~ Annual rye grass must be established on approved fields during requested time.

~~b.i.~~ Annual rye grass must be approved by the Department and go through the guidelines of the capital improvement process. Please refer to "General Agreements" item "9."

~~8-14.~~ The Department will receive notification of ~~non-recreational team~~ third party usage of facilities no later than two (2) weeks prior to utilization for tournaments and games. Practices are subject to availability and approval of by the Department until 12:00 pm on day of rental.

~~9.~~ Payments: The City will receive from the ~~Organization~~ third party renter payment prior to usage. ~~either the following payment schedule, to be administered by the Organization, or the Organization may seek Council approval for a specific project in lieu of payment as described below. However if future budgetary restraints on the City occur, the City reserves the right to require the Organization to abide by the following payment schedule, or a variation thereof, as directed by the City at the time of agreement renewal.~~

~~i.~~ Annual fee of \$250 paid to the Organization annually valid for each calendar year ~~(January 1 – December 31).~~

~~a.~~ Organization will pay the Department \$100 per non-recreational team registered and provide a list of non-recreational teams registered through the Organization.

~~b.~~ The Department will maintain a city wide non-recreational team master list.

~~ii.~~ The non-recreational team will pay for games and practices: —

~~a.~~ Non-recreational teams will pay the Organization:

~~i.~~ \$25 per field for the first 2 hour practice or game and

~~ii.~~ \$12.50 for each additional hour thereafter and if applicable

~~iii.~~ \$10 per hour, per field for lights.

~~b.~~ Organization will pay the Department:

~~i.~~ \$12.50 per field for the first 2 hour practice or game and

~~ii.~~ \$6.25 for each additional hour thereafter and if applicable

~~iii.~~ ~~15.~~ \$10 per hour, per field for lights.

~~iii.~~ Payment for non-recreational team usage of facilities must be received by the Department no later than the 15th of each month for the preceding month's non-recreational team usage.

~~iv.~~ In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined

Commented [SS40]: Quest would like to change the dates to January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf when the grass is dormant.

March 6, 2017, PARC agreed this needs to remain as is, which allows the leagues to utilize the facilities during the dormant season as long as they pay to have Winter Grass planted.

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Commented [JZ41]: Current P&R policy

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~~in Sections C-F. In addition, copies of all receipts for the previous year's agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment.~~

G. Rain-out Policy

1. Organization must abide by the City adopted Rain-out Policy dated August 1, 2016 (Exhibit A).

I. Default

1. If any event of default of any of the obligations or in the performance of any of the terms, conditions, or provisions of any instrument or document evidencing the obligations secured by this agreement or in the performance of any covenant contained herein shall occur; then the following course of action shall be taken:

i. Documentation and discussion with the organization of non-compliance from the Parks and Recreation Department.

ii. Written notice of non-compliance from the Parks and Recreation Department.

iii. Second written notice of non-compliance from the Parks and Recreation Department with stipulation requiring corrective action within in thirty (30) days of issuance.

iv. Failure to take corrective actions after the second written notice of non-compliance will result in a staff discussion with City of Deer Park Administration.

v. Recommended course of action from City of Deer Park Administration may be presented to the Parks and Recreation commission by staff should a suitable solution not be determined.

vi. Parks and Recreation Commission will recommend to City Council a suitable course of action.

vii. City Council will make a recommendation up to possible termination of the Sports Organization Utilization Agreement.

Annual Report Attachments:

1. Current Copy of board approved Organization constitution and by-laws.
2. Proof of Insurance.
3. List of current officers and Board of Directors.
4. Proposed annual calendar of events.
5. Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.
6. If requesting, written contribution request in lieu of payment.

In case any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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Nothing in this agreement shall be construed to make the City or its respective agents or representatives liable in situations it is otherwise immune from liability.

Each party represents to the other that the individual signing this agreement below has been duly authorized to do so by its respective governing body and that this agreement is binding and enforceable as to each party.

I have read and I understand the policies and regulations stated herein and agree to abide by them. Failure to abide by these policies and/or regulations may be cause for the revocation of the agreement.

The City of Deer Park enters an agreement with: _____ for the sole purpose of playing games and/or tournaments and related activities upon the above agreement, terms and conditions, that certain tract(s) of land in the City of Deer Park, Harris County, Texas to wit:

The City of Deer Park, Texas _____ located in _____ in said city. This agreement shall be effective from January 1, 20__ through December 31, 20__ but may be sooner.

Signed in duplicate, this _____ day of _____ 20__.

Authorized organization: _____ Parks and Recreation Department Director

Name: _____ Name: _____

Signature: _____ Signature: _____

Park Board Chairman: _____ City of Deer Park Mayor

Name: _____ Name: _____

Signature: _____ Signature: _____

EXHIBIT A

Deer Park Athletic Field

Rain-out Policy

Practices and games will be held, as long as conditions are safe for participants and do not violate our rules or park guidelines. As a standard, the City of Deer Park will do our best to alert the leagues and rentals via email or phone call with as much notice as possible on practice/game day should fields be unplayable. Please keep in mind that Park closures and practice/game cancellations are determined by the City of Deer Park Parks and Recreation Department which reserves the right to cancel practices/games at any time depending on the current weather and field conditions.

Please call **281-478-2099/2275(PARK)** for a recorded message that will provide information in reference to Rainouts and Cancellations during the week after 3:00pm or visit the City of Deer Park Athletics Website at: www.deerparktx.gov/athletics for status updates. City of Deer Park staff will work with league officials, citizen field rentals, and tournament directors when making decisions on field conditions and the playability of fields at the various athletic sports complexes. League and tournament officials make the final call if their event will play or not based on 1) current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

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City of Deer Park Athletic Sports Complexes - Determining Field Playability

Standing water occurs because the ground is saturated. Removing standing water does not eliminate the saturation. It is the saturation, and not standing water, that causes damage and unsafe conditions. Determining the playability of an athletic field is crucial to the continued health of the turf and the sustainability of the field throughout the season. More importantly, determining the playability is vital to the safety and best interests of the participants and patrons to the City of Deer Park athletic sports complexes. The Department will close its athletic fields if City of Deer Park staff determines that fields are too wet for play, or if other issues arise that would compromise patron safety.

League officials have the responsibility to close fields for play when safety and/or field damage is possible.

An athletic field should be considered closed for play if any part of the field becomes unsafe for field users or if conditions exist where use will cause damage to the field.

An athletic field should be considered closed if any of the following conditions exist:

1. There is standing water present on any part of the field that cannot be removed without causing damage to the field.
2. There are muddy conditions present that will not dry by the start of the game.
3. While walking on the field water can be seen or heard with any footstep.
4. If water gathers around the sole of a shoe or boot on any portion of the field.
5. While walking in turf areas any impression of your footprint is left in the surface.
6. While walking on the infield portion of the field, an impression of ½" deep or more is left by a footprint.

Additional reasons for cancelling games:

1. It has rained most of the day of the scheduled game and there is standing water on the field.
2. It has rained for several days prior to the scheduled game and the fields are wet to the point where playing the game will destroy the playing surface.
3. It is raining at the time of the scheduled game and the temperature is low enough to make conditions unbearable for the children.
4. The presence of lightning - 3 strikes and you're out. The first lightning strike will cause a 30 minute delay, with subsequent strikes re-setting the 30 minute delay. Three strikes within 30 minutes will result in cancellation.
5. The potential for severe weather is significant enough that it warrants cancellation for the safety of participants and patrons.

EXHIBIT B

Glossary of Terms

1. **Recognized Organization** – A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
 - a. Established structure
 - b. Recommendation from Parks and Recreation Commission
 - c. Approval from City Council
2. **Youth Sports Organization Utilization Agreement**- An agreement to establish a mutual understanding and working relationship between various organizations and the City.
3. **Recreation(al) Play:** An intraclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
4. **Non-Recreation(al) Play:** Teams and Tournaments that do not meet the established criteria of "Glossary of Terms, Item 3" are to be considered non-recreation(al).
5. **First Right of Refusal** – a contractual right that gives the agreement holder first priority to utilize the facilities according to specified terms in this agreement.
6. **Third Party Usage** - A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.
7. **Parks and Recreation Commission** - Under the supervision of the city manager, the Parks and Recreation Commission shall provide, conduct, and supervise public playgrounds, athletic fields, recreation centers, and other recreational facilities and activities on any property owned or controlled by the city. The commission shall consult, advise, and cooperate with other groups concerned with providing recreation in and for the city.
 - **Recreation League Teams**
 - **Select League Teams**
 - **League Sponsored Tournaments**
 - **Select Tournaments**

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8. **Capital Improvement Projects** - A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.

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Designated Overflow Parking Areas



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Sports Organization Utilization Agreements



PARKS AND RECREATION DEPARTMENT
CITY OF DEER PARK

Background overview

- ▶ What is a sport organization utilization agreement?

An agreement to establish a mutual understanding and working relationship between various organizations and the City.

- ▶ Why do we need an agreement?

This agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Deer Park are utilized efficiently and safely.

Background overview

▶ History

▶ Prior to 2009

- ▶ Agreements did not allow select teams
- ▶ Agreements limited field usage
- ▶ Agreements vague and responsibilities not established

▶ 2011-2013

- ▶ Process began to review agreements and provide clarification
- ▶ Select teams allowed to utilize fields with restrictions
- ▶ In-lieu statement and fee structure established
- ▶ Organizations were invited to meet monthly to go line by line through agreement

▶ 2013-2016

- ▶ City Council approves new Sport Organization Utilization Agreement
- ▶ Minor revisions made throughout following years

▶ 2016 – Present

- ▶ Staff asked to review Sport Organization Utilization Agreement due to potential conflicts with structure

Background overview

- ▶ Basics of the agreement
 - ▶ Agreement designates usage of limited number tax payer sports facilities outside of general public usage.
 - ▶ Agreement outlines right of general public to use facilities for recreational use.
 - ▶ Agreement designates field usage is primarily for recreational use.
 - ▶ Agreement establishes “first rights of refusal” to contracted organization for field usage.
 - ▶ Agreement recommends guidelines for team creation primarily for the use of Deer Park residents and those attending Deer Park ISD.

Background overview

- ▶ Basics of the agreement (continued)
 - ▶ Agreement addresses organization boards and required paperwork
 - ▶ Agreement outlines responsibilities of sports organization and City.
 - ▶ Agreement defines requirements for contract renewal and associated time line for renewal.

Agreement

▶ Key Elements - Recognition

▶ What does it mean to be a recognized organization?

A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized groups are eligible to use City facilities and Deer Park ISD facilities at discount fee rates or at no cost.

▶ What does it take to be a recognized organization?

- Established structure
- Approval from Parks and Recreation Commission
- Approval from City Council

Agreement

- ▶ Key Elements – Required supporting documentation for agreement
 - ▶ Current Copy of board approved Organization constitution and by-laws.
 - ▶ Proof of Insurance.
 - ▶ List of current officers and Board of Directors.
 - ▶ Proposed annual calendar of events.
 - ▶ Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities in lieu of payment for current agreement.
 - ▶ If requesting, written contribution request in-lieu of payment.

Process

- ▶ Sports Organization Utilization Agreement approval process
 - ▶ Term: One (1) calendar year beginning January 1 – December 31.
 - ▶ Request for renewal must be initiated by the signing of a new agreement by the organization's president, with a copy of the annual report and associated supporting documentation prior to October 31st of each year.
 - ▶ Seek recommendation for approval by Parks and Recreation Commission in November of each year.
 - ▶ Approval by the City Council in December of each year.

Utilizing the agreement

▶ Responsibilities of Sports Organization

- ▶ Responsible for utilizing athletic facilities efficiently and safely to enhance and enrich the interest of our youth and to promote participation in wholesome recreational activities.
- ▶ Responsible for operating under established organization by-laws in accordance with Agreement.
- ▶ Responsible for operation concession stands and managing associated revenues.
- ▶ Responsible for all game preparations.
- ▶ Responsible for provide equipment needed to conduct games.
- ▶ Responsible for reporting facility damages or dangerous conditions.
- ▶ Responsible for providing scoreboards.
- ▶ Responsible for trash pick up and removal and minor maintenance responsibilities.
- ▶ Responsible for providing league officials during all operations to manage usage and address situations which may arise.

Utilizing the agreement

► Responsibilities of the City of Deer Park

- To provide athletic facilities to be utilized efficiently and safely to enhance and enrich the interest of our youth and promote participation in wholesome recreational activities.
- To ensure the Organization has first rights of refusal, for their designated facilities.
- To oversee, manage, and accept all capital improvement projects for athletic facilities.
- To Provide maintenance and repairs to athletic facilities.
 - Prepare general playing surface (i.e. mow, add dirt, cut lines, top dress, etc.)
 - Fertilize grass
 - Pest control
 - Maintain fences, goals, bleachers

- Maintain concession stands and restroom facilities
 - Paint structures as needed
- To maintain all field lighting to at least 75%.
- To furnish trash receptacles and trash liners.
- To clean and stock restrooms.
- To maintain parking areas.
- To establish line of communication between City and Organization
 - Provide Liaison
- To provide additional facilities for meetings or registration at no cost up to 24 hours of facility usage.
- To provide marketing opportunities in City publications and media resources.

Utilizing the agreement

▶ Current Fees – League play

- ▶ There is NO COST for teams to utilize athletic fields as long as they are league sponsored activities.

▶ Select teams and outside organizations

- ▶ Non-recreation tournaments and teams are required to pay a fee to the Organization for usage of their contracted fields.
 - The non-recreational team or entity hosting the tournament, game(s) or practice(s) will pay the Organization:
 - \$150 per field, per day and/or
 - \$25 per field for the first 2 hour time slot and
 - \$12.50 for each additional hour thereafter and if required
 - \$10 per hour, per field for lights.
 - Organization will pay the P&R Department:
 - \$50 per field, per day and/or
 - \$12.50 per field for the first 2 hour practice or game and
 - \$6.25 for each additional hour thereafter and if required
 - \$10 per hour, per field for lights.

Utilizing the agreement

- ▶ In-lieu of statement

In lieu of payment of fees to the City, the Organization may, upon approval from City Council, make an improvement to a City of Deer Park athletic facility used by the organization. The proposal for said improvement to the facility in lieu of payment must be submitted in writing with the formal request for renewal of this agreement as outlined in the Sport Organization Utilization Agreement.

Utilizing the agreement

- ▶ In-lieu of statement – Baseball
 - ▶ Baseball has paid and utilized In-lieu of option
 - ▶ Example of In-lieu of option
 - ▶ Spencerview Athletic Facility storage building
 - ▶ Spencerview Athletic Facility fences prior to renovations (2013)

Utilizing the agreement

- ▶ In-lieu of statement - Girls Softball
 - ▶ Softball has utilized In-lieu of option
 - ▶ Example of In-lieu of option
 - ▶ Various field materials and infield groomer
 - ▶ Infield groomer was accepted, materials were not because they were considered operational needs.
 - ▶ Grading and drainage improvements to softball infields

Common areas subject to misinterpretation

These are some of the most common topics which have been contested.

- ▶ League communications
- ▶ Difficult to regulate percentages & accountability
- ▶ Accurate documentation
- ▶ Maintenance
 - ▶ League vs. City
 - ▶ Capital projects
 - ▶ Timing of capital projects
 - ▶ Large repairs
- ▶ Select teams
 - ▶ Few minimum standards
 - ▶ Accountability and validation
- ▶ 3rd Party usage
- ▶ Locking fields

“

ONE SIZE FITS ALL

”

THEORY & PRACTICE

- Baseball
 - Organization structure meets current youth sports agreement.
- Softball
 - Organization has changed to meet current youth sports agreement.
- Soccer
 - Meets agreement but is subject to interpretation.
- Football
 - No current agreements, however staff recommends one be set in place.

“

ONE SIZE DOES NOT FIT ALL

”

MOVING IN A DIFFERENT DIRECTION

Sport specific agreements to better accommodate the organizations.

Staff Recommendations

Items that staff recommends for consideration.

- ▶ Sport specific agreements
- ▶ Flat Fee – Select teams
- ▶ Includes flat fee for light usage
- ▶ Recreation and Non-Recreation Definition
- ▶ Require a Recreational play component
- ▶ Guidelines for 3rd party usage
- ▶ Coaches go through TAAF training for code of conduct

Questions?



CITY OF DEER PARK

REQUEST FOR PROPOSAL OVERVIEW

The City of Deer Park is soliciting proposals for:

Title: Soccer Program Services for the City of Deer Park
Commodity: Parks and Recreation
Due Date: April 24, 2018
Location: City Secretary Office at City Hall
710 E. San Augustine
Deer Park, Texas 77536-4258

Project Description

The City of Deer Park is seeking proposals via these specifications for the process necessary to complete the administration and operations of soccer program services in Deer Park, Texas. The program will utilize facilities located at Dow Park Sports Complex and Deer Park Soccer Complex.

General Conditions

- A. Proposals received after the date and time specified on the Request for Proposal packet shall be returned unopened and will be considered void and unacceptable. The City of Deer Park is not responsible for lateness of mail carrier, etc., and time/date stamp in the office of the City Secretary shall be the official time of receipt.
- B. Proposals cannot be altered or amended after closing date. Alterations made before closing must be initialed by proposal guaranteeing authenticity. Proposals may not be withdrawn after proposal closing date except in the case of a bonafide substantial error.
- C. Proposals shall remain effective for a period of one hundred and twenty (120) days from the date and time identified in the Proposal packet.
- D. By submitting a proposal, the proposer certifies that he has fully read and understands the Request for Proposal packet and has full knowledge of the scope, quantity and quality of the services to be furnished and intends to adhere to the provisions described or modified herein.
- E. The proposer shall furnish any additional information as the City of Deer Park may require. The City reserves the right to make investigations of the qualifications of the proposer, as it deems appropriate.
- F. Proposals must be able to adhere to all provisions of the enclosed contract.
- G. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- H. Proposers are advised that all City contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinance, State and Federal Statutes.
- J. Any proposal that does not contain all of the information requested in the Proposal packet may be considered as incomplete and may be rejected by the City of Deer Park.
- K. Proposals must be signed by an authorized representative from the organization.

Mandatory Proposer Pre-Proposal Meeting

There will be a **mandatory** pre-proposal meeting on Tuesday, April 17, 2018 at 2:00 p.m. Central Standard Time. The meeting will be held in Room 10 in the Community Center, which is located at 610 E. San Augustine in Deer Park. If you are considering responding to this proposal, a representative of your organization must attend the pre-proposal meeting.

Soccer Program Services for City of Deer Park

Timetable

Responses to this proposal are due and must be received at the City of Deer Park, 710 E San Augustine St, Deer Park, Texas 77536-4258, no later than 2:00 p.m., Central Standard Time, on April 24, 2018. Responses are to be addressed to the attention of City Secretary, City of Deer Park.

The following tentative schedule has been established for this Request for Proposals.

| | |
|---|------------------|
| REQUEST FOR PROPOSAL release | March 22, 2018 |
| Mandatory Pre-Proposal Meeting | April 17, 2018 |
| Proposals due | April 24, 2018 |
| Respondent interviews | May (TBD) , 2018 |
| Expected PARC recommendation for approval | June 4, 2018 |
| Expected City Council approval | June 5, 2018 |
| Contract start date | July 1, 2018 |

Submittals:

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, efficiently, and provide a straight-forward, concise response to the requirements of the Request for Proposal packet. Completeness and clarity of content must be emphasized. The requirements stated do not preclude proposers from furnishing additional reports, functions, or other information as deemed appropriate. Ten (10) originals and One (1) digital copy on a USB stick shall be submitted.

Public Proposal Due:

Sealed proposals, Ten (10) originals and one (1) digital copy on a USB, of the proposal marked "RFP_Soccer Program Services" will be received at the office of the City Secretary, City Hall, 710 East San Augustine Street, Deer Park, Harris County, Texas, until @2:00 p.m. on April 24, 2018 at which time the proposals will be referred to the Parks and Recreation Department.

Written Questions:

Questions may be submitted through the Director of Parks and Recreation, Charlie Sandberg, csandberg@deerparktx.org.

Questions of a substantial nature will be addressed in an addendum, emailed to interested parties.

Soccer Program Services for City of Deer Park

SPECIFICATIONS

SECTION I: Proposal Intent

Premise

The City of Deer Park is seeking proposals via these specifications for the process necessary to complete the administration and operations of soccer program services in Deer Park, Texas. The program will utilize facilities located at Dow Park Sports Complex and Deer Park Soccer Complex, and will require execution of a Sports Organization Utilization Agreement supplied by the City of Deer Park.

Contract Length

The annual contract period shall run concurrent with the City of Deer Park's calendar year of January 1 through December 31. For the purpose of the proposal; the annual contract will start with a stub period beginning July 1, 2018 and run through December 31, 2018. The contract will then continue on a calendar year basis. The City of Deer Park will then have the option to renew the contract with the current organization for additional years of service. This option will be reviewed on September 1st of each year. The City of Deer Park reserves the right to not exercise this option after the initial contract year is completed. If at any time during the contract term the vendor does not meet the requirements specified herein, the City shall have the right to cancel the contract with thirty (30) days written notice. The organization may give a 90-day notice to terminate the contract.

Schedules

The awarded proposer will provide a schedule of field usage with dates and times to administer all soccer program operations. The City of Deer Park will provide up to eight (8) soccer fields for program usage. Soccer programs must be offered and administered throughout the calendar year.

General Standards

Parks and Recreation Director or designee will monitor the quality of service provided by the Organization's staff and will immediately report to the successful Organization if the standards are not met. The Organization will then have a maximum of thirty (30) days to take corrective action in a manner deemed satisfactory to the City of Deer Park.

Organization's president is to serve as the spokesperson or appoint an approved designated representative to serve as point of contact on behalf of the Organization. The Organization agrees to notify the Parks and Recreation Director of any changes associated with the designated representative (i.e. contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

The City of Deer Park will be offering the use of the soccer fields stated herein, but shall not pay the organization for their services.

Staff and Employees of the Organization

Organization shall provide supervision of all employees and volunteers at all times while performing work under this agreement.

Soccer Program Services for City of Deer Park

Organization is responsible for appointing or selecting a designated representative to serve as spokesperson or point of contact on behalf of the Organization. The Organization agrees to notify the Parks and Recreation Director of any changes associated with the designated representative (i.e. Contact information, representative change, etc.) in a timely manner not to exceed five (5) business days.

Equipment

Organization will provide all necessary equipment to provide instruction and administration of the soccer program. The City of Deer Park is under no obligation to purchase any items for the contracted program unless approved by the Director of Parks and Recreation or Designated Representative. Organization may store equipment in storage areas but “at risk”.

Any damage incurred to City of Deer Park’s property by the Organization’s staff will be repaired by the Organization.

All costs associated with repair will be the Organization’s responsibility.

Work Schedule

This contract requires a submitted proposed schedule of field usage to include dates and times.

SECTION II: Designated Field Areas

Dow Park Sports Complex

- North Soccer Field
- South Soccer Field
- Building located adjacent to soccer field

Deer Park Soccer Complex (Currently under construction. Available upon completion.)

- Soccer fields 1,2,4, and 5 with sports lighting
- Soccer fields 3 and 6 without sports lighting
- Concession, restroom, and meeting room building

Section III: Fees and payments

Program fees or payments will be proposed by Organization.

Section IV: Evaluation

A selection committee will be evaluating the proposals to determine which organization(s) will be selected. The committee will meet to determine if further information or interviews are desired. A contract will be awarded by the City of Deer Park based on the selection of the most favorable proposal of soccer services. Each RFP will be assumed that the respondent submitting the proposal meets the minimum threshold requirements described in subsection “A” below. Those respondents, which the evaluation team assumes have met the minimum threshold requirements, will then be evaluated according to the evaluation criteria described in subsections B and C below.

Soccer Program Services for City of Deer Park

A. Minimum Threshold Requirements

Each respondent must meet the following minimum threshold requirements and supply appropriate documentation:

1. As of the date of the proposal submission, the respondent must be a proven soccer organization with defined by-laws, structured board of directors, and league structure.
2. The respondent must demonstrate that it is not experiencing any financial problems that might render it unable to complete performance of the work.
3. The respondent must demonstrate that it has adequate (min. \$1,000,000 general liability) insurance and an appropriate risk management strategy.
4. The City of Deer Park shall have determined that the respondent is in compliance with all applicable statutes governing conflict of interest.
5. The respondent must demonstrate that they operate under the established guidelines of a recognized governing soccer body.

B. List of Desired Requirements (Maximum 70 points)

All respondents assumed to have met the minimum threshold requirements will be evaluated based on the following criteria:

1. Respondent's experience, qualification and level of commitment to soccer in local communities. (Maximum 20 Points)
2. Respondent must demonstrate a three to five year plan of action, including number of recreational and competitive players served through consecutive calendar years. (Maximum 20 Points)
3. Respondent's experience in performing soccer services in recreational play and competitive play including participant fees and costs associated with league. (Maximum 10 Points)
4. Experience and qualifications of other key personnel of the respondent and team members who will be performing work, including sub-consultants. (Maximum 10 Points)
5. Respondent's ability to provide improvements via in-lieu of projects or through financial commitments to facilities or participants. (Maximum 10 Points)

C. Technical Qualifications (Maximum 30 Points)

All respondents assumed to have met the minimum threshold requirements will be evaluated based on the following criteria:

1. Quality of the proposals and presentations. (Maximum 10 Points)

Soccer Program Services for City of Deer Park

2. Ability to complete the services in a professional manner and according to schedule. (Maximum 5 Points)
3. Respondent's proposed seasonal operations plan for recreational and competitive play. (Maximum 5 Points)
4. Respondent must provide a chart of the organizational structure of their recognized governing soccer body and how their organization fits into said structure. (Maximum 5 points)
5. Respondent must provide a list a minimum of three (3) references (i.e. municipalities, governing bodies, school districts, coaches, past players, parents, business, etc.). For each reference list name, contact person, address, telephone, and e-mail address, years doing business with reference and any other pertinent information to help the City of Deer Park verify the services your organization provides. (Maximum 5 points)

Selection of the Organization is subject to approval by the Selection Committee, the Deer Park Parks and Recreation Commission, and the Deer Park City Council.

Soccer Program Services for City of Deer Park

SUMMARY RESPONSE PAGE

Soccer Program Services for City of Deer Park

COMPLETE LEGAL NAME of firm submitting proposal:

Mailing Address: _____

City, State, & Zip: _____

Phone: _____ **E-mail Contact:** _____

Authorized Signature _____ **Date** _____

Signature indicates proposer accepts the specifications, terms and conditions of this request for proposal.

Print Name _____ **Title** _____

Organization Structure:

_____ **Corporation**

_____ **Non-Profit Corporation**

_____ **Limited Liability Company**

_____ **Partnership**

_____ **Individual or Sole Proprietor**

References

Respondent must provide a list a minimum of three (3) references (i.e. municipalities, governing bodies, school districts, coaches, past players, parents, business, etc.). For each reference list name, contact person, address, telephone, and e-mail address, years doing business with reference and any other pertinent information to help the City of Deer Park verify the services your organization provides.

Soccer Program Services for City of Deer Park

STANDARD TERMS AND CONDITIONS

1. Application

These standard terms and conditions shall apply to all City of Deer Park (hereafter "City") request for proposals and procurements, unless specifically accepted in the request for proposal specifications.

2. Requirements

By submitting a proposal, the respondent agrees to provide the City with the specified services described in the request for proposal in accordance with these standard terms and conditions in compliance with the stated specifications and any subsequent addendums issued prior to the date of the proposal opening.

3. Legal Compliance

Proposer must comply with all Federal, State and Local laws, statutes, ordinances, regulations and standards in effect at the time of delivery of services. Proposer must maintain any and all required licenses and certificates required under the same laws, statutes, ordinances, regulations and standards for services and/or goods provided in response to this request for proposal.

4. Modifications and Addendums

The City shall have the right to modify any of the request for proposal documents prior to submission deadline and will endeavor to notify potential proposers but failure to notify shall impose no liability or obligation on the City. All modifications and addendums must be in written form prepared by the City department issuing the request for proposal. Proposers are responsible for incorporating any and all modifications and addendums into their proposal responses.

5. Interpretation of Request for proposal Documents

The City is the final judge of the meaning of any word(s) sentences, paragraphs or other parts of the request for proposal documents. Proposers are encouraged to seek clarification, before submitting a proposal, of any portion of the proposal documents that appears to be ambiguous, unclear, inconsistent or otherwise in error. Clarifications will be in writing.

6. Late Proposal

Proposals must be received in the City's Secretary's Office by the time specified in the request for proposal. The City will not accept late proposals and is not responsible for the lateness or non-delivery of proposals by the Postal Service or any private delivery firm. The time/date stamp in the City Secretary's Office shall be the official time of receipt.

7. Responsiveness of Proposals

The City wants to receive competitive proposals but will declare "non-responsive" proposals that fail to meet significant requirements outlined in the request for proposal documents.

8. Withdrawal of Proposals

Proposers may withdraw any submitted proposals prior to the proposal submission deadline. Proposers may not withdraw once the proposal has been publicly opened without the approval of the City Secretary.

Soccer Program Services for City of Deer Park

9. Disqualification of Proposal

The City may disqualify proposers, and their proposals not be considered, for any of the following reasons: collusion among proposals; proposal's default on an existing or previous contract with the City, including failure to deliver services of the quality in the original proposal; proposer's lack of financial stability; any factor concerning the proposer's inability to provide the quantity, quality, and timeliness of services specified in the request for proposal; proposer's involved in a current or pending lawsuit with City; proposer's attempt to influence the outcome of the request for proposal through unauthorized contact with City officials outside of those listed in the request for proposal documents.

10. Cost of Proposal

The cost of preparing and submitting proposal shall be borne by the proposer, and the City will not be liable for any costs incurred by a proposer responding to this request for proposal.

11. Governing Law

All proposals submitted in response to this request for proposal and any resulting contract shall be governed by, and construed in accordance with, the charter and ordinances of the City of Deer Park and the laws and court decisions of the City of Deer Park, Harris County, and the State of Texas

12. Controlling Document

In the case of a discrepancy between this request for proposal and the sports organization utilization agreement, the sports organization utilization agreement will prevail and control.

13. Indemnification

Proposer shall defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by proposer's breach of any of the terms or provisions of any contract awarded as a result of this request for proposal, or by any negligent or strictly liable act or omission of the proposer, its officers, agents, employees, or sub-organizations, in the performance of an awarded contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of the proposer and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Soccer Program Services for City of Deer Park

GENERAL INSTRUCTIONS TO PROPOSERS

1. Securing Specifications

Free specifications may be downloaded from the Purchasing page of the City's Web site, www.deerparktx.gov/bids.aspx. The City of Deer Park does not charge for specifications. If a third-party offers specifications or proposal information for a fee, they do not represent the City.

2. Submission of Proposals/Late Proposals

Proposers are to provide enough information with their proposal to constitute a definite, firm, unqualified and unconditional offer. Proposals are to be submitted in a sealed envelope or package and labeled with the proposer's name and the request for proposal name & number. All proposals must be submitted to the City of Deer Park City Secretary no later than the date and time indicated in the request for proposal. All times listed are local times. It is the proposer's responsibility to ensure that proposals are delivered/received by the specified time. Late proposals will not be accepted and will be returned unopened.

3. Legal Name of Proposer

In completing the Summary Response Page, the proposer must list the legal name of the proposer's company. This is the name that will be on all contracts, awards, and purchase orders. The Summary Response Page also requires a statement as to the legal status of the proposer (corporation, partnership, sole proprietorship, etc.). The Summary Response Page should be the first document in the proposer's response.

4. Signature

The signature on the Summary Response Page must be in ink and from an individual with the authority to commit the company to the services stated.

5. Altered Proposals

Any alterations, erasures or strikethroughs made by the proposer prior to submission of the proposals must be initialed by the proposer to guarantee authenticity.

6. References

References are requested. The Summary Response, will indicate how many references and what other conditions may apply to the references. Proposer will attach a separate page with the requested references.

7. Addendums

It is the proposer's responsibility to alter his proposal response based on information updated in one or more addendums to the request for proposal. Addendums will be posted on the Purchasing request for proposal page of the City's Web site at least four days before the proposal due date. Efforts will be made to ensure that proposers receive notice of addendums, but the ultimate responsibility rests with the proposer.

8. Checklist

A proposer's checklist (Attachment C) is included with the request for proposal package. The checklist is an aid to the proposer in knowing which documents to submit.

Soccer Program Services for City of Deer Park

SPECIAL INSTRUCTIONS TO PROPOSERS

1. Proposing Process/Contact Information

The City of Deer Park is aware of the time and effort proposers spend in preparing and submitting proposals. We will work with you to make the process as easy as possible. If you have questions or concerns about the proposing process, please contact:

Charlie Sandberg, Parks and Recreation Director
csandberg@deerparktx.org
(281) 478-2050

2. Method of Award

Based on the criteria identified above the City of Deer Park reserves the right, at its sole discretion, to accept the proposal which it considers most favorable to the City's interest.

The City of Deer Park reserves the right to require formal presentations by any or all proposers regarding their proposal. Any costs associated with a presentation shall be the responsibility of the proposer.

The City of Deer Park reserves the right to accept or reject any qualified proposals, to reject any and all proposals and to waive minor informalities.

3. Required Contract

This request for proposal requires a signed acknowledgement of proposal.

Soccer Program Services for City of Deer Park

CHECKLIST FOR PROPOSALS

Documents to be submitted in response to this request for proposal (REQUEST FOR PROPOSAL)

_____ **PROPOSAL RESPONSE:** Completed Summary Response Page

_____ **DUE DATE** (Proposal must be received & stamped in City Secretary's Office no later than 2:00 PM on April 24, 2018)

Proposals failing to comply with the above will be deemed non-responsive.

These items are to be submitted with your response; however, if a document is inadvertently omitted, it must be received before award recommendation.

_____ **Ten (10) ADDITIONAL HARD COPY AND ONE (1) PDF DIGITAL COPY OF PROPOSAL**

_____ **REFERENCES** (As requested on the Summary Response Page)

_____ **PROOF OF INSURANCE**

_____ **INDEMNIFICATION BY ORGANIZATION**

_____ **STANDARD CONTRACT AND ACKNOWLEDGMENT**

Soccer Program Services for City of Deer Park

INDEMNIFICATION BY ORGANIZATION

The Organization agrees to defend, indemnify, and hold harmless the City of Deer Park, its officers, agents, employees, appointees and volunteers against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Organization's breach of any of the terms or provisions of this contract, or by any negligent or strictly liable act or omission of Organization, its officers, agents, employees, or sub-organizations, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the City, its officers, agents or employees, and in the event of joint and concurrent negligence or fault of Organization and City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Organization further agrees to defend, at its own expense, and on behalf of City and in the name of City, any claim or litigation brought in connection with any such injury, death, or damage.

The liability that is assumed by Organization under the terms of this paragraph shall not exceed the sum of the required amount of liability coverage to be carried by the Organization under this contract.

ORGANIZATION (Company Name) _____

SIGNATURE _____

PRINTED NAME _____

PRINTED TITLE _____

Soccer Program Services for City of Deer Park

STANDARD CONTRACT AND ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HARRIS § KNOW ALL PERSONS BY THESE PRESENTS:

CITY OF DEER PARK

I.

Conditioned upon Proposer being awarded by the Deer Park City Council, or award being made administratively, the solicited items set out in this Request for Proposal and upon order of the City of Deer Park, Texas, a municipal corporation located in Harris County, Texas and incorporated as a home rule city under the Constitution of the State of Texas ("City"), Proposer does hereby agree to furnish and/or deliver to City in accordance with the terms of Proposer's submitted Proposal and the Specifications in above referenced Request for Proposal, the services listed as awarded to Proposer in the Deer Park City Council resolution awarding such services, or listed in the Administrative Award. Execution of said Resolution or Administrative Award shall evidence City's acceptance of this contract.

II.

It is understood that the following documents, to wit: the Notice to Proposers, the Standard Terms and Conditions, the General Instructions to Proposers, the Special Instructions to Proposers, the Specifications, the Proposal Page or Proposal, and the Summary Response Page are hereby made a part and parcel of this contract and incorporated herein for all purposes.

III.

Venue of any court action brought directly or indirectly by reason of this contract shall be in Harris County, Texas. This contract is made and is to be performed in Harris County, Texas.

VI.

If Proposer fails in any manner to fully perform each and all of the terms, conditions and covenants of this contract, he shall be in default and notice of default shall be given to Proposer by the Parks and Recreation Director of the City. In the event that Proposer continues in default, the City may terminate or cancel this contract.

SIGNED this the ____ day of _____, A.D. 20__.

Signature _____

Name _____

Title _____

Company Name _____

Soccer Program Services for City of Deer Park

**STANDARD CONTRACT AND ACKNOWLEDGMENT
CORPORATE ACKNOWLEDGMENT**

THE STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

(Print Name)

(Print Title)

of the corporation known as _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said corporation, that he or she was duly authorized to perform the same by appropriate resolution of the board of directors of such corporation and that she or he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____ day of _____, A.D., 20__.

Notary Public In and For
_____ County, _____
My Commission expires:

MEMO



To: Potential Soccer Program Services Providers
From: Charlie Sandberg
Parks and Recreation Director
Date: April 18, 2018
Re: Soccer Program Services for the City of Deer Park – Addendum #1

Question #1 - When is the deadline for RFP questions?

Answer #1 - Per the discussion during the Mandatory Pre-Proposal Meeting and this Addendum #1, all written questions are due by NOON, on April 20th, 2018. Questions received before that deadline and questions asked during the Mandatory Pre-Proposal Meeting will be answered in Addendum #2. Addendum #2 will be issued on April 20th, 2018

Question #2 - Can you share the Mandatory Pre-Proposal Meeting presentation?

Answer #2 - All information used in the presentation during the Mandatory Pre-Proposal Meeting was verbatim from the Request for Proposal for Soccer Program Services for the City of Deer Park. Information can be found at this link: <http://www.deerparktx.org/DocumentCenter/View/6170?bidId=88>

Question #3 - When are the proposal due to the City Secretary Office?

Answer #3 - Sealed proposals, Ten (10) originals and one (1) digital copy on a USB, of the proposal marked "RFP – Soccer Program Services" will be received at the office of the City Secretary, City Hall, 710 East San Augustine Street, Deer Park, Harris County, Texas, **until 2:00 p.m. on April 24, 2018.**

Please print off Addendum #1, sign addendum acknowledging that you have read the addendum and submit with the proposal.

Signature

The Parks and Recreation Department encourages all to Live and Play in the City of Deer Park and is dedicated to providing an exemplary quality of life by offering innovative Park and Recreational experiences to the community consistent with our history, culture and unique character.

P.O. Box 700; Deer Park, Texas 77356; Phone: (281) 478-7250; csandberg@deerparktx.org

MEMO



To: Potential Soccer Program Services Providers

From: Charlie Sandberg

Parks and Recreation Director

Date: April 20, 2018

Re: Soccer Program Services for the City of Deer Park – Addendum #2

Question #1 - Are there any requirements on the binding of proposals.

Answer #1 - Per the discussion during the Mandatory Pre-Proposal Meeting, there are no specific requirements for the binding of the proposals.

Question #2 - Will there be any waivers to the Sports Agreements. When the Sports Agreements are set, will there be any changes or deviations made after that?

Answer #2 - Per the discussion during the Mandatory Pre-Proposal Meeting, at this time there are no anticipated changes. However, the agreements are still being revised and City Council reserves the right to make revisions as they see fit to best serve the citizens of Deer Park.

Question #3 - Could you please define and clarify the term "collusion among proposals" in Section 9 in the Standard Terms and Conditions?

Answer #3 - Section 9, Standard Terms and Conditions, is standard language utilized by the City of Deer Park during request for proposals and bids. The term "collusion among proposals" is directed towards bidders in which collusive bidding refers to agreements by contractors or suppliers in a particular trade or area to cooperate to defeat the competitive bidding process in order to inflate prices. This language was intended more for construction and other services. The original proposer and that entity will be the binding organization.

Question #4 - In regards to the Sports Utilization Agreement, have y'all gotten any closer to finalizing updates to the agreement?

Answer #4 - Per the discussion during the Mandatory Pre-Proposal Meeting, the Deer Park City Council has been presented with a very cursory level proposal to the Sports Utilization Agreements. There have been several questions in regards to proposed changes and City Council has requested additional time to review the proposed changes. It will be returning to the City Council agenda in the coming weeks for additional discussion and possible action. It has not been determined which City Council agenda it will be placed on.

Question #5 - Would the City "frown upon" talks between organizations and the possibility of submitting a joint proposal?

Answer #5 - Per the discussion during the Mandatory Pre-Proposal Meeting, this question was referring to the aforementioned Question #3. Please refer to Answer #3 of this Addendum.

Question #6 - Is there any adult programming on these current fields or on the proposed fields?

Answer #6 - Currently there is no adult programming on the soccer fields at this time. The awarded proposer will have first right of refusal to usage of the facilities. Ultimately, the City of Deer Park reserves the right to utilize the fields for City sponsored programs or for fee based rentals. All soccer fields are open to the public when not being utilized for organized play or closed for maintenance.

The Parks and Recreation Department encourages all to Live and Play in the City of Deer Park and is dedicated to providing an exemplary quality of life by offering innovative Park and Recreational experiences to the community consistent with our history, culture and unique character.

P.O. Box 700; Deer Park, Texas 77356; Phone: (281) 478-7250; csandberg@deerparktx.org

Question #7 - What would be the standards in the stub period of the contract?

Answer #7 - Per the discussion during the Mandatory Pre-Proposal Meeting, the City of Deer Park requests that proposers meet the implementation standards outlined in the Request For Proposal for Soccer Program Services during the stub period.

Please print off Addendum #2, sign addendum acknowledging that you have read the addendum and submit with the proposal.

Signature



Legislation Details (With Text)

File #: DIS 18-061 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 5/1/2018 **In control:** City Council Workshop
On agenda: 5/8/2018 **Final action:**
Title: Discussion of issues relating to a possible New Visitor/Civic/Activity Center.
Sponsors:
Indexes:
Code sections:
Attachments: [Civic-Visitors-Activity PPT for 5-8-18 Workshop](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|-----------------------|--------|--------|
| 5/8/2018 | 1 | City Council Workshop | | |

Discussion of issues relating to a possible New Visitor/Civic/Activity Center.

Summary:

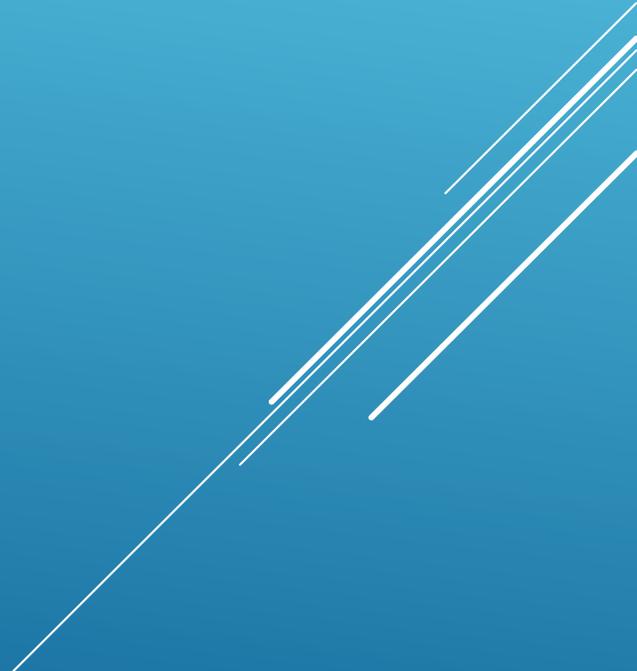
Fiscal/Budgetary Impact:

Discussion only

CITY OF DEER PARK
CIVIC/VISITORS/ACTIVITY CENTER
FEASIBILITY STUDY SUMMARY

UPDATED 2018

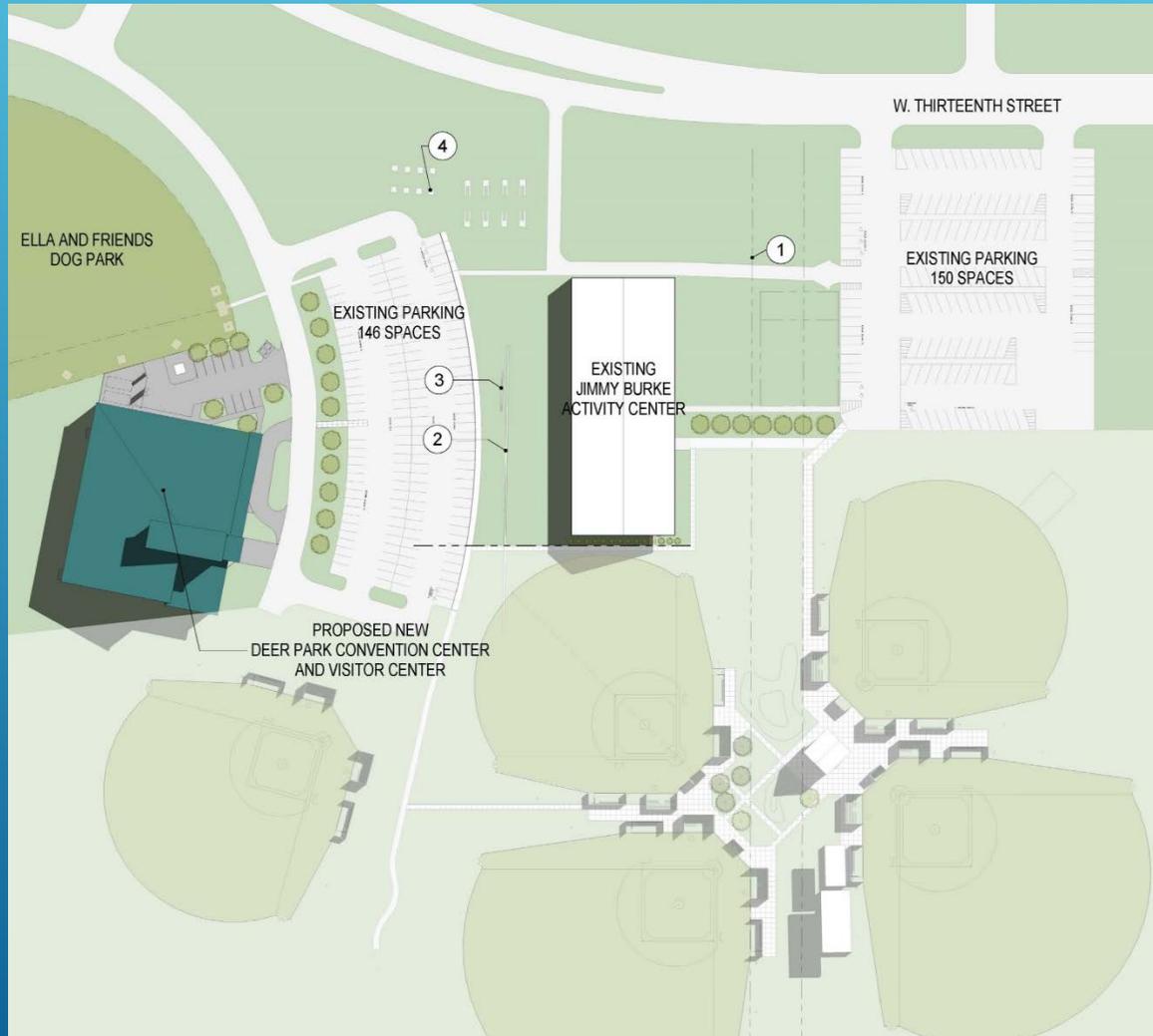
FY 2018-19 BUDGET IMPACT

- ▶ The FY 2018-19 budget includes \$30,000 for a needs assessment/programming phase for a Civic/Visitors Center.
 - ▶ This presentation will address the need for the assessment, as well as what has changed and evolved since the issue was initially presented in 2016.
- 

OPTION 3 (RANDALL PORTERFIELD)

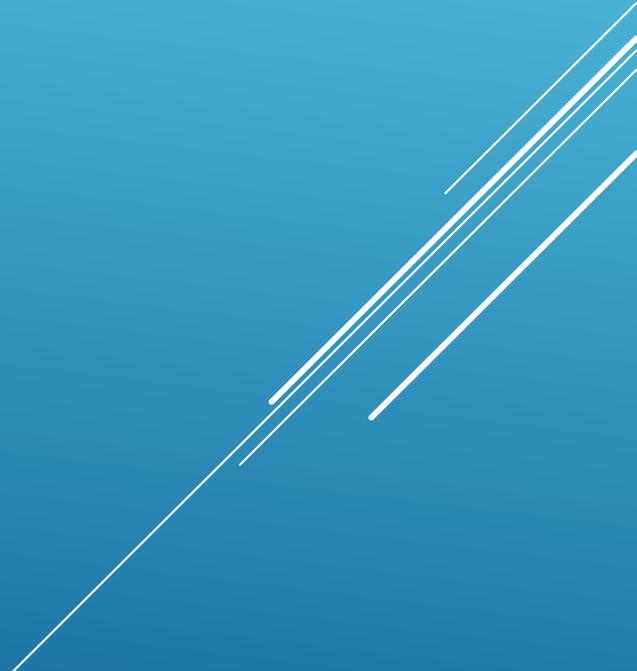


OVERHEAD PERSPECTIVE

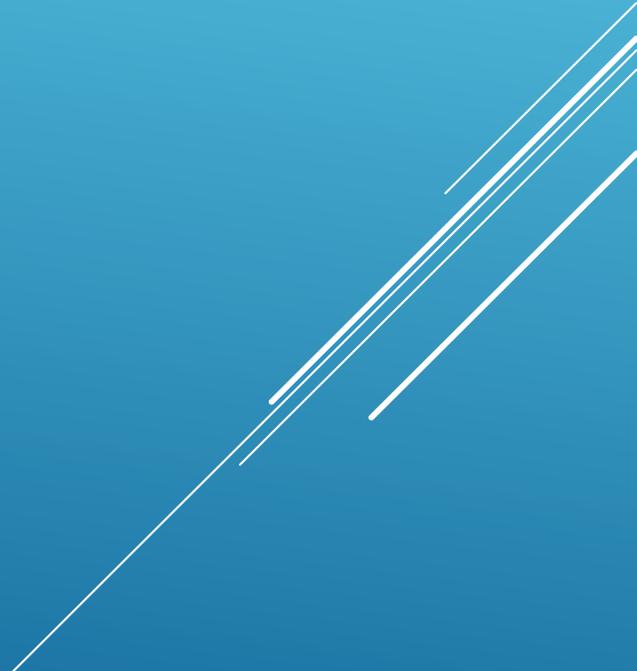


- ▶ Option 3 required creating an open-air pavilion with 2/3 of the existing Jimmy Burke Activity Center and keeping the front 1/3 (with the kitchen area) enclosed.
- ▶ Open-air pavilion may not be as valuable

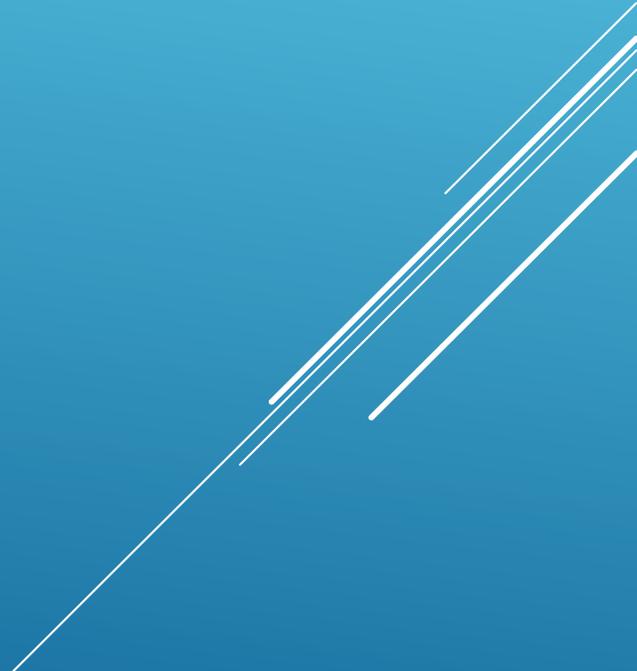
JIMMY BURKE ACTIVITY CENTER

- ▶ We know the community of Deer Park, as well as City departments, consistently utilize our activity center and that it meets an existing need in our community.
 - ▶ However, since 2016, the Jimmy Burke Activity Center has continued to be important to the City, hosting new events like the annual Felines, Football and Fun Cat Show.
 - ▶ We know the building is not up to current fire and building codes, and it would be cost prohibitive to bring the current structure up to code.
- 

JIMMY BURKE ACTIVITY CENTER

- ▶ In June 2015, the cost of creating a new, 26,250 square foot Civic/Visitors center was estimated at \$3,445,000, not including furniture, fixtures and equipment (FFE).
 - ▶ Bear in mind, we are also currently paying maintenance and operations for the current JBAC.
- 

JBAC/THEATER/SPORTS COMPLEX

- ▶ The last several years have also presented the need for additional parking to service patrons of the Jimmy Burke Activity Center, the Youth Sports/ Minchen Complex and the Municipal Court and Theater Building.
 - ▶ A new assessment and evaluation of the complex as a whole could identify opportunities for additional parking.
- 

POTENTIAL FUNCTIONS OF NEW FACILITY

A new, multi-purpose facility would be built to modern codes and include current/forecasted needs:

- ▶ Activity Center – maintain current service to community
- ▶ Civic Center – an attraction for incoming groups/conferences
- ▶ Visitors Center – a permanent, prominent location
- ▶ Museum – a central location for City's historical artifacts

As we learned from our 2015-16 study, a facility with all of these functions could attract local, regional, statewide and even national groups.

THE COMPLETE PICTURE

When you consider all of the positives of a new facility against all of our current challenges, the new facility could address many current City needs.



Updated Activity Center which meets required codes



Additional parking benefitting Sports Complex, Theater, Activity Center



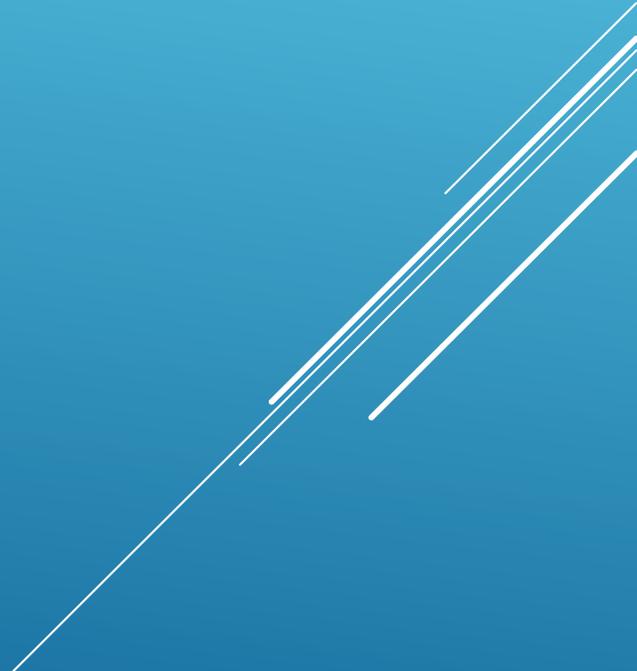
Possible location for Civic/Visitors Center



Possible location for City of Deer Park museum



GOING BACK TO 2016...

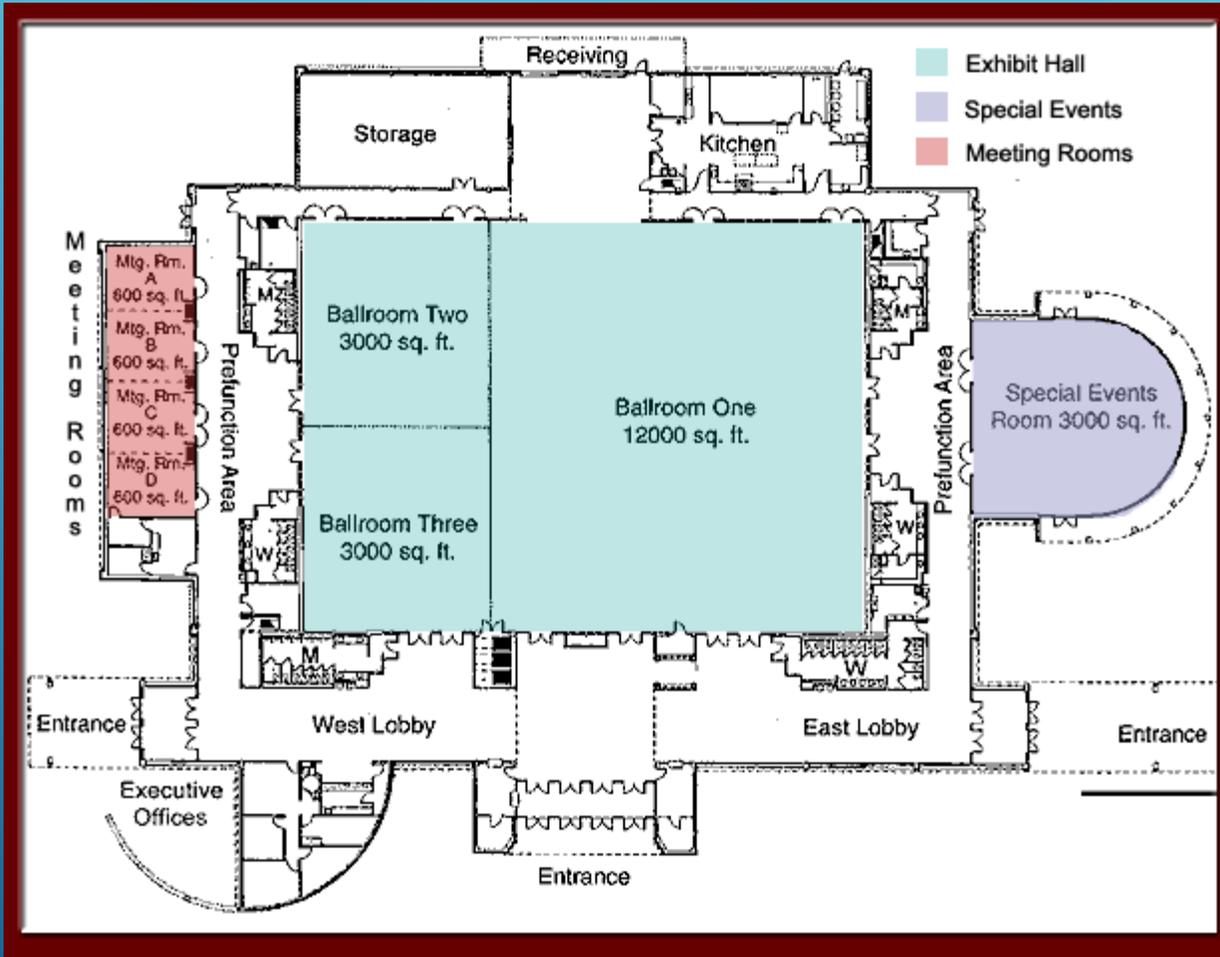
- ▶ Original presentation covered three civic/visitor centers, their amenities and their budgetary considerations.
 - ▶ The following is a brief summary of the information collected on those facilities, updated with 2017-18 budget figures
- 

HUMBLE CIVIC CENTER & ARENA COMPLEX

HUMBLE, TEXAS – IN
OPERATION SINCE 1995



FLOOR PLAN/AVAILABLE ROOMS



Building includes:

BALLROOMS:

Ballroom One: 12,000 square feet

Ballroom Two: 3,000 square feet

Ballroom Three: 3,000 square feet

COMBINED: 18,000 square feet

Seats approximately 1,000 with
dance/stage

Special Events Room: 3,000 square feet

Meeting Rooms – Total of Four
600 square feet each

Additional features include: Storage,
lobbies, offices, kitchen, receiving area

BUDGET: THEN AND NOW

For 2016-17, budget for the facility was approximately \$1.3 million with \$505,000 for salaries of 19 full-time and part-time employees.

The 2017-18 budget for the facility was bumped up to \$2,073,790 due to capital improvements, with salaries still in the \$505K range.

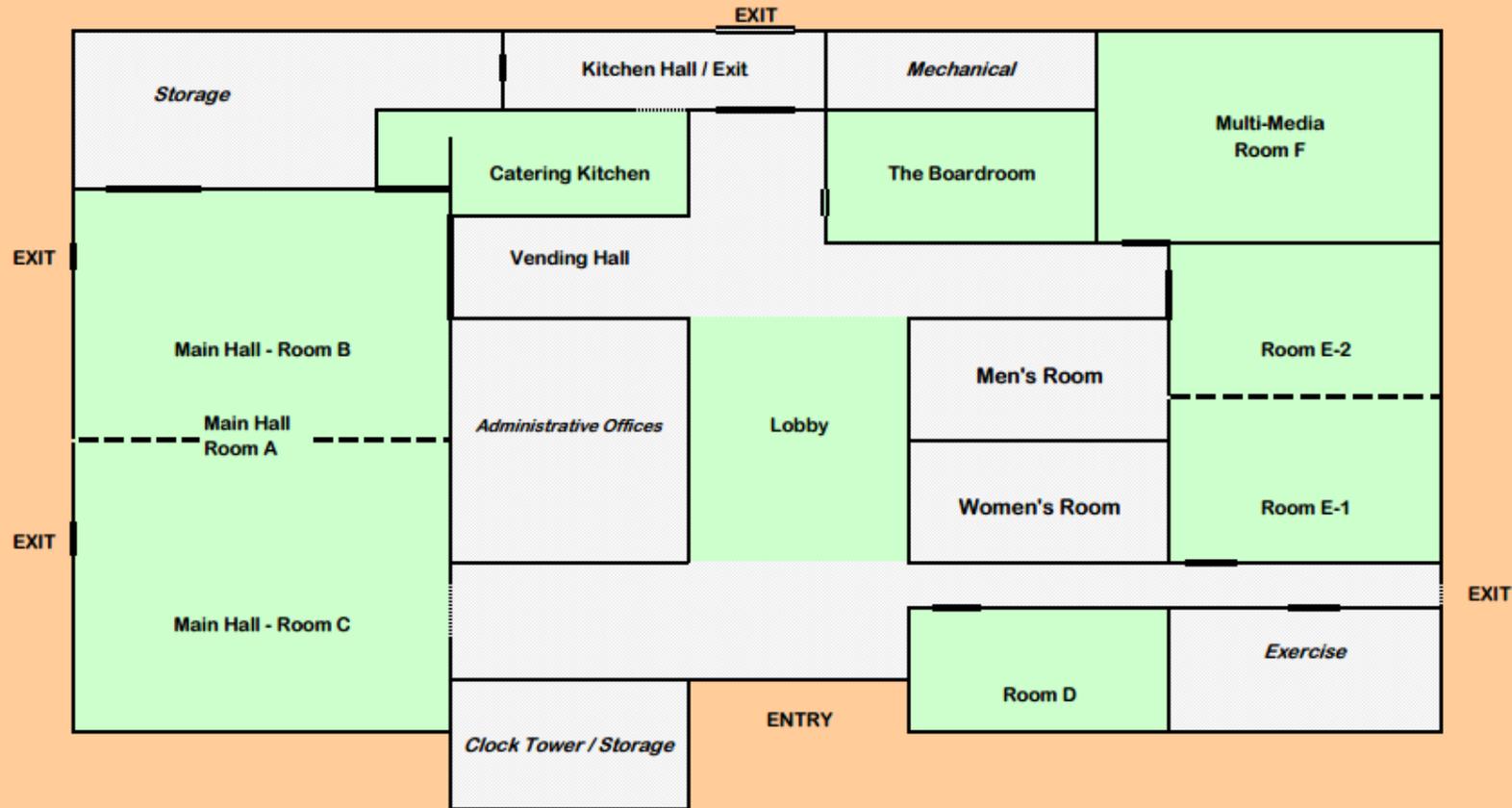
ROSENBERG CIVIC CENTER

ROSENBERG, TEXAS – IN OPERATION SINCE 2000



FLOOR PLAN/AVAILABLE ROOMS

Rosenberg Civic & Convention Center



3825 Highway 36 South - Rosenberg, TX 77471

Tel (832) 595-3520 Fax (832) 595-3521

Building includes:

Total meeting space: 16,000 square feet for corporate/social functions

Main Hall (A) – 5,800 square feet, can be split into 2,900 sq/ft halves (Main Hall B and Main Hall C)

Room D – 800 square feet, can be split into 400 sq/ft halves

Room E – 1,200 square feet, can be split into 600 sq/ft halves

Multimedia Room (F) – 1,000 sq/ft

Boardroom G – 500 square feet

BUDGET: THEN AND NOW

For 2016-17, budget for the facility was approximately \$519,925 with \$155,000 for salaries of 4 full-time employees.

The 2017-18 budget for the facility was bumped down to \$461,412 and staff down to 3.5 FTE.

CHARLES T.
DOYLE
CONVENTION
CENTER

TEXAS CITY,
TEXAS – IN
OPERATION
SINCE 2000



Doyle Convention Center

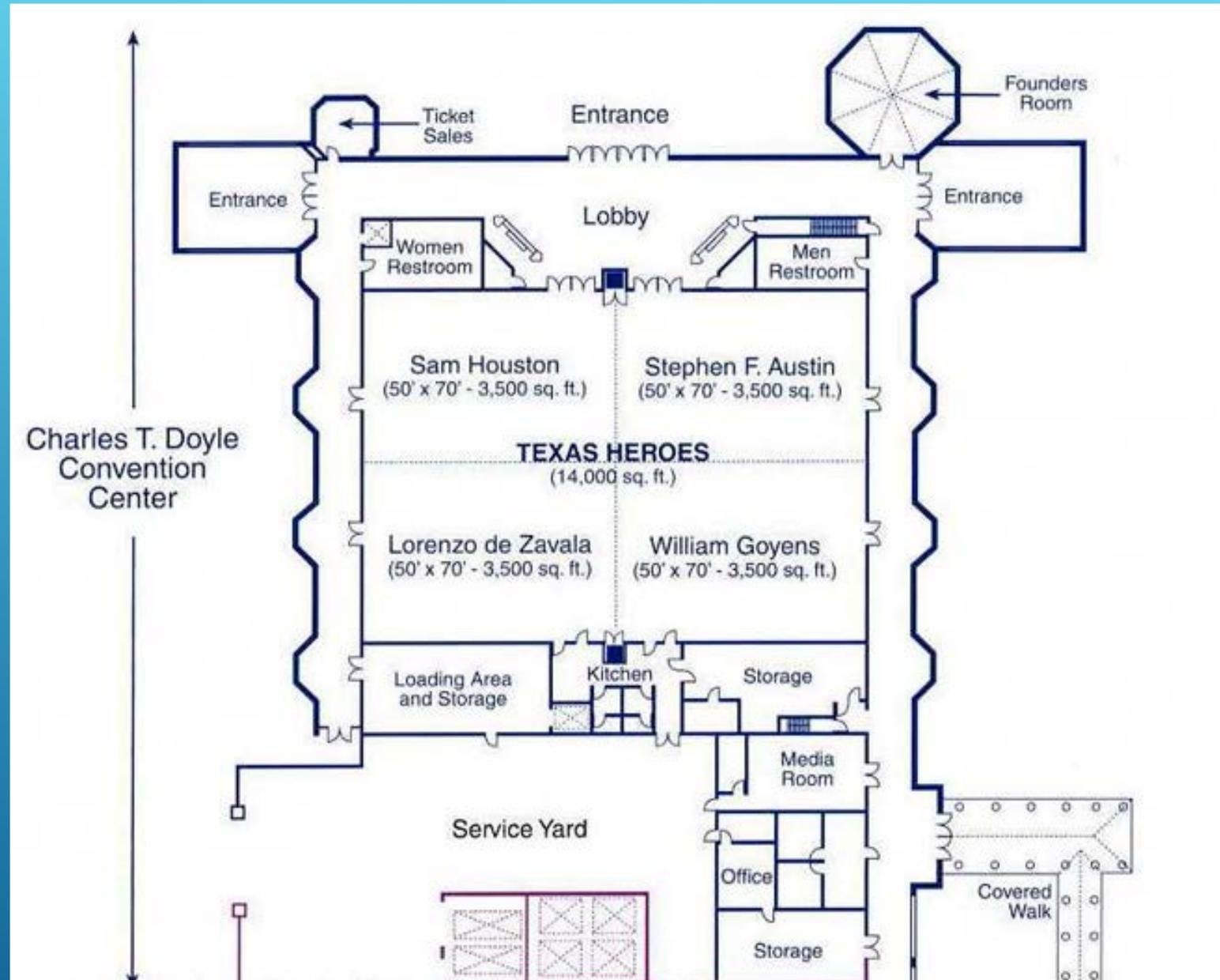
BUILDING LAYOUT

Building includes:

- ▶ Sam Houston Room (accommodates 125 people): 3,500 square feet
- ▶ Stephen F. Austin Room (accommodates 125 people): 3,500 square feet
- ▶ Lorenzo de Zavala Room (accommodates 125 people): 3,500 square feet
- ▶ William Goyens Room (accommodates 125 people): 3,500 square feet

All four rooms combined: Texas Heroes Room (accommodates 800 people) : 14,000 square feet

Founders Room: For special purposes only



SPECIAL FEATURES

The building incorporated use of historical items and photos throughout the facility.



BUDGET: THEN AND NOW

As in 2016-17, the budget for the Convention Center is completely integrated into the Recreation/Tourism budget, so while exact revenues and expenditures are difficult to pull, we know employees were as follows:

2016-17: 2 FTE, 4 Temporary/Seasonal

2017-18: 1 FT Reservation Coordinator, 4 PT custodians, additional Program Events Coordinator in total budget

TEEX REPORT (CIRCA 2007)

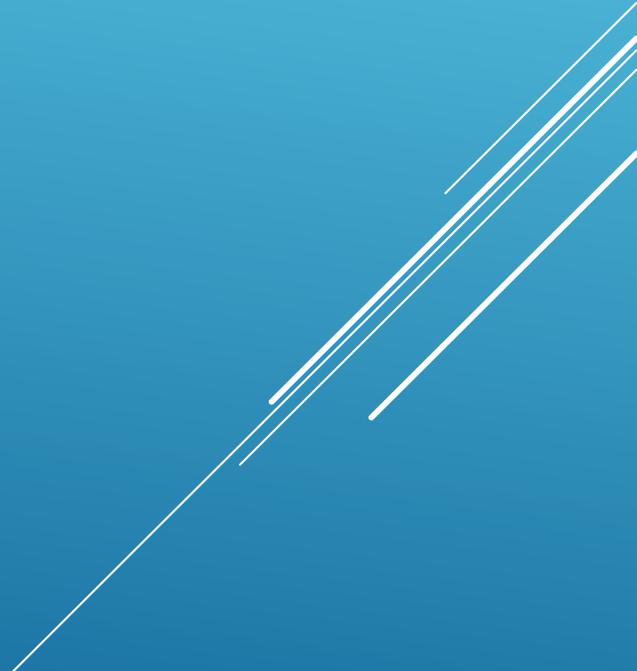
The 2016 report also included data from a Texas A&M Engineering Extension Service (TEEX) report which analyzed a sample of 14 civic/visitor/convention centers from around the state to determine an approximate percentage of operating costs funded by facility revenue.

According to the report, the average amount of operating costs a center can expect to recover through revenue was 45.16%.

POST TEEEX REPORT – UPDATED (2016-17) FIGURES

| Center | Square Ft | Staff | Budget | Pure Revenue | % Covered |
|-----------------|---------------|----------------|------------------|------------------|-------------|
| Humble | 50,000 | 19 FT/PT | \$1,350,090 | \$575,000 | 42.5 |
| Rosenberg | 16,000 | 4 FT | \$461,000 | \$95,000 | 20.6 |
| Waxahachie | 60,000 | 6 FT/PT | \$1,554,552 | \$512,300 | 32.9 |
| Pasadena | 40,000 | 8 FT | \$756,953 | \$330,000 | 43.6 |
| Temple | 40,000 | 17.2 FTE | \$1,320,632 | \$446,846 | 33.8 |
| Midlothian | 39,000 | 3.5 FTE | \$546,902 | \$340,000 | 62.2 |
| Richardson | 20,000 | 4 FT/PT | \$483,502 | \$264,821 | 54.8 |
| Addison | 6,600 | 8.5 FTE | \$1,280,095 | \$640,000 | 49.9 |
| AVERAGES | 33,950 | 8.7 FTE | \$969,216 | \$400,496 | 42.5 |

POST TEEEX REPORT – UPDATED FIGURES FROM BASTROP

- ▶ The TEEEX report was created as a Bastrop Convention Center feasibility analysis.
 - ▶ After the report came back, Bastrop constructed a 26,000 square foot Convention and Exhibit Center.
 - ▶ In 2015-16, the center collected \$139,000 in service fees with expenditures of \$1,283,055 including \$495K in debt service.
 - ▶ Expenditures included salaries for 4.5 employees.
- 

POST TEEEX REPORT – UPDATED FIGURES FROM BASTROP

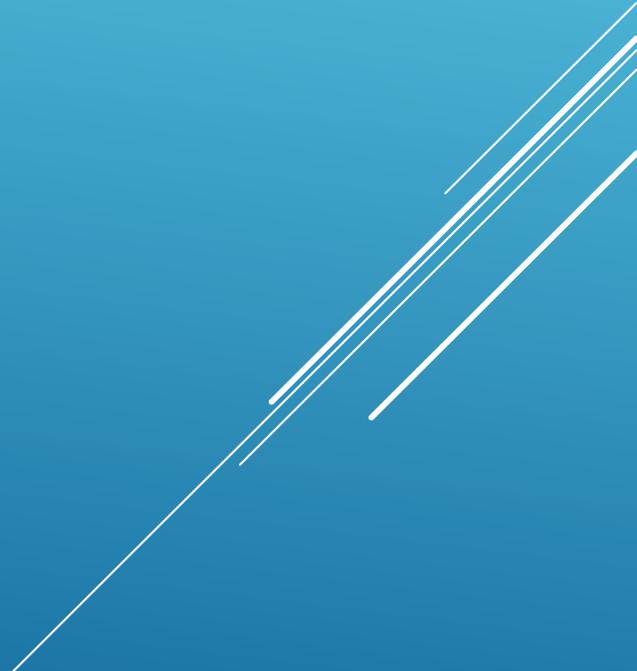
- ▶ In 2017-18, the center is expected to collect \$224,800 in service fees
- ▶ Budgeted \$496K in debt service.
- ▶ Expenditures included salaries for 5 employees

OF NOTE: There is no longer a Convention Center Fund. It's now part of HOT and effectively mixed in with the Main Street program.



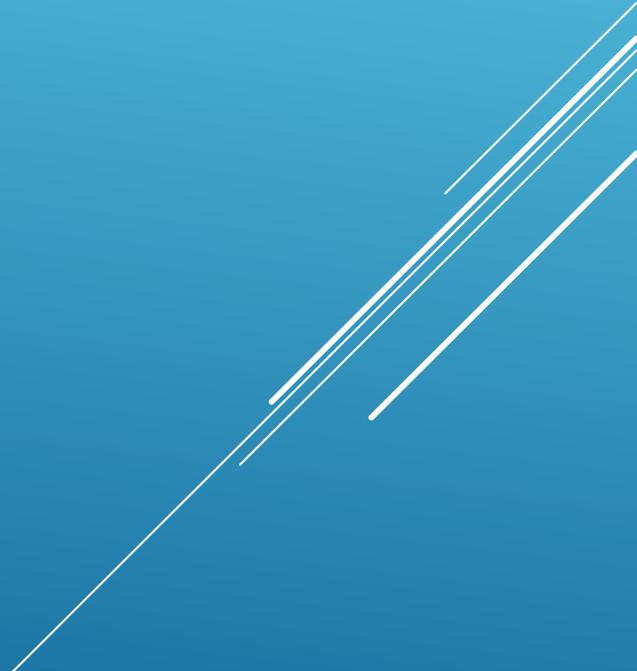
KEY POINTS TO REMEMBER

Per our feasibility analysis in 2015-16 and the TEEX Report, the following items are critical when planning/budgeting for a Civic Center:

- ▶ Staffing is critical – do not underestimate the staff you need
 - ▶ The facility will have to be open for irregular hours and on weekends
 - ▶ Keep storage in mind when planning your facility and give yourself as much as possible
 - ▶ Bear in mind, the facility will require specific, earmarked funding in order to be promoted as a visitors' destination
- 

KEY POINTS TO REMEMBER

Finally, it is recommended that a work plan for the facility be created in order to:

- ▶ Establish/increase the number of bookings;
 - ▶ Identify potential revenue sources; and
 - ▶ Create a consistent rate structure for all local and visiting groups.
- 



Legislation Details (With Text)

File #: DIS 18-062 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 5/1/2018 **In control:** City Council Workshop
On agenda: 5/8/2018 **Final action:**
Title: Discussion of issues relating to the City of Deer Park Debt.

Sponsors:

Indexes:

Code sections:

Attachments: [Overview of Debt Position and Future Financing Needs \(5-2-18\) \[Read-Only\]](#)

| Date | Ver. | Action By | Action | Result |
|----------|------|-----------------------|--------|--------|
| 5/8/2018 | 1 | City Council Workshop | | |

Discussion of issues relating to the City of Deer Park Debt.

Summary:

Fiscal/Budgetary Impact:

Discussion only

DEER★PARK

Birthplace of Texas[®]

City of Deer Park, Texas

Overview of Outstanding Debt Requirements and Future Financing Needs

May 2018

Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SIPC and a subsidiary of BOK Financial Corporation. Services may be offered under our trade name, BOK Financial Advisors.

NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE



Overview of Savings from City's Prior Bond Refunding Programs

Summary of Interest Cost Savings – Bond Refunding Programs

| Issue/Description | Series Refunded | Principal Amount Refunded | Total Savings |
|---|------------------------|----------------------------------|----------------------|
| Tax-Supported Debt | | | |
| General Obligation Refunding Bonds, Series 2008 | 1997 GO, 1997 CO | \$ 4,470,000 | \$ 268,462 |
| General Obligation Refunding Bonds, Series 2010 | 1997, 2000, 2001 | 6,375,000 | 429,443 |
| General Obligation Refunding Bonds, Series 2011 | 2002A | 3,460,000 | 528,786 |
| General Obligation Refunding Bonds, Series 2012 | 2005 | 4,525,000 | 485,421 |
| General Obligation & Refunding Bonds, Series 2014 | 2002, 2005 | 2,025,000 | 213,559 |
| Limited Tax Refunding Bonds, Series 2016 | 2007 C/O, 2007 Bonds | 6,480,000 | 710,601 |
| Totals | --- | \$ 27,335,000 | \$ 2,636,272 |

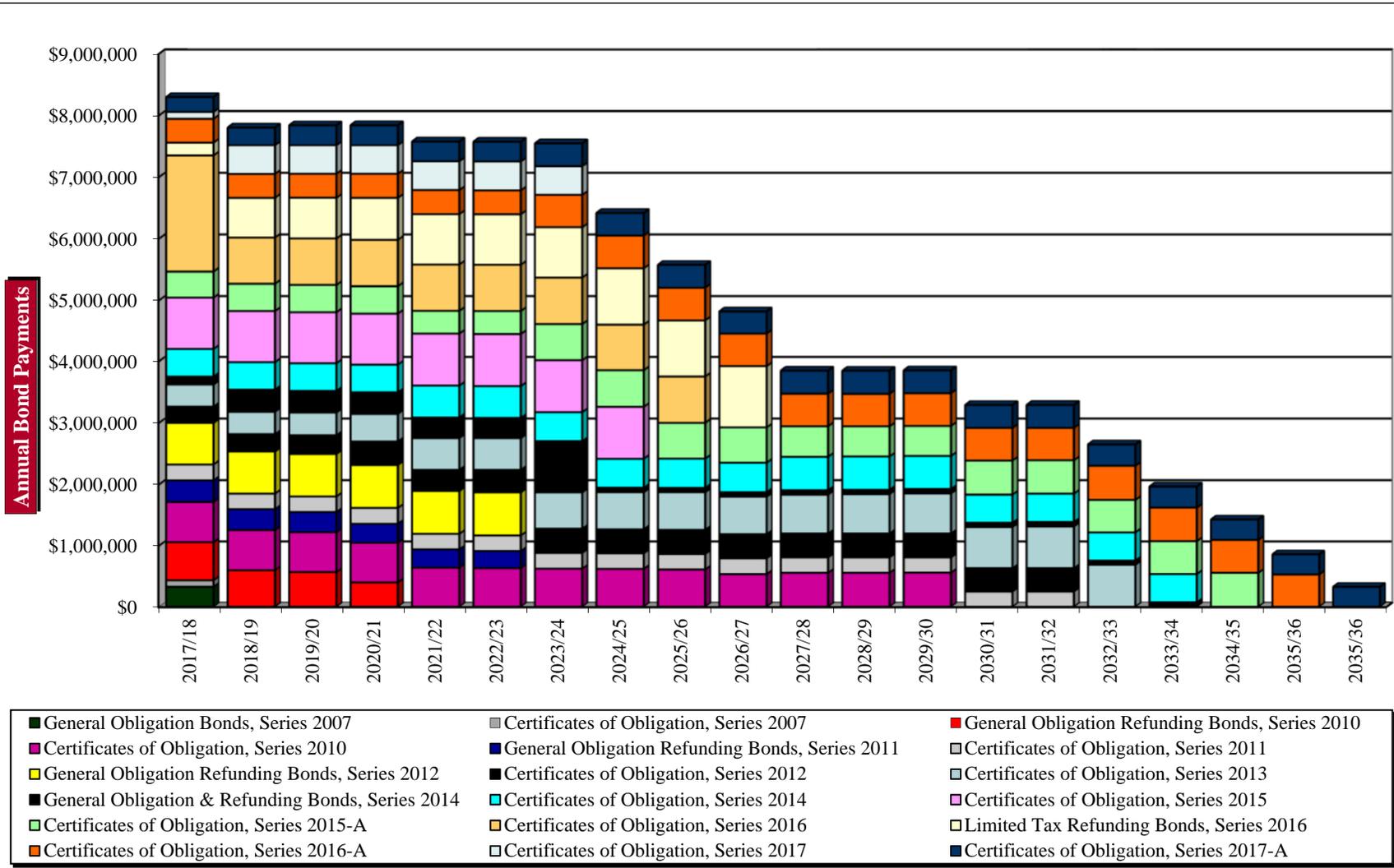
Since 2008, the City's debt management bond refunding strategies have generated \$2,636,272 of savings for City taxpayers!



Overview of Outstanding Debt Service Requirements



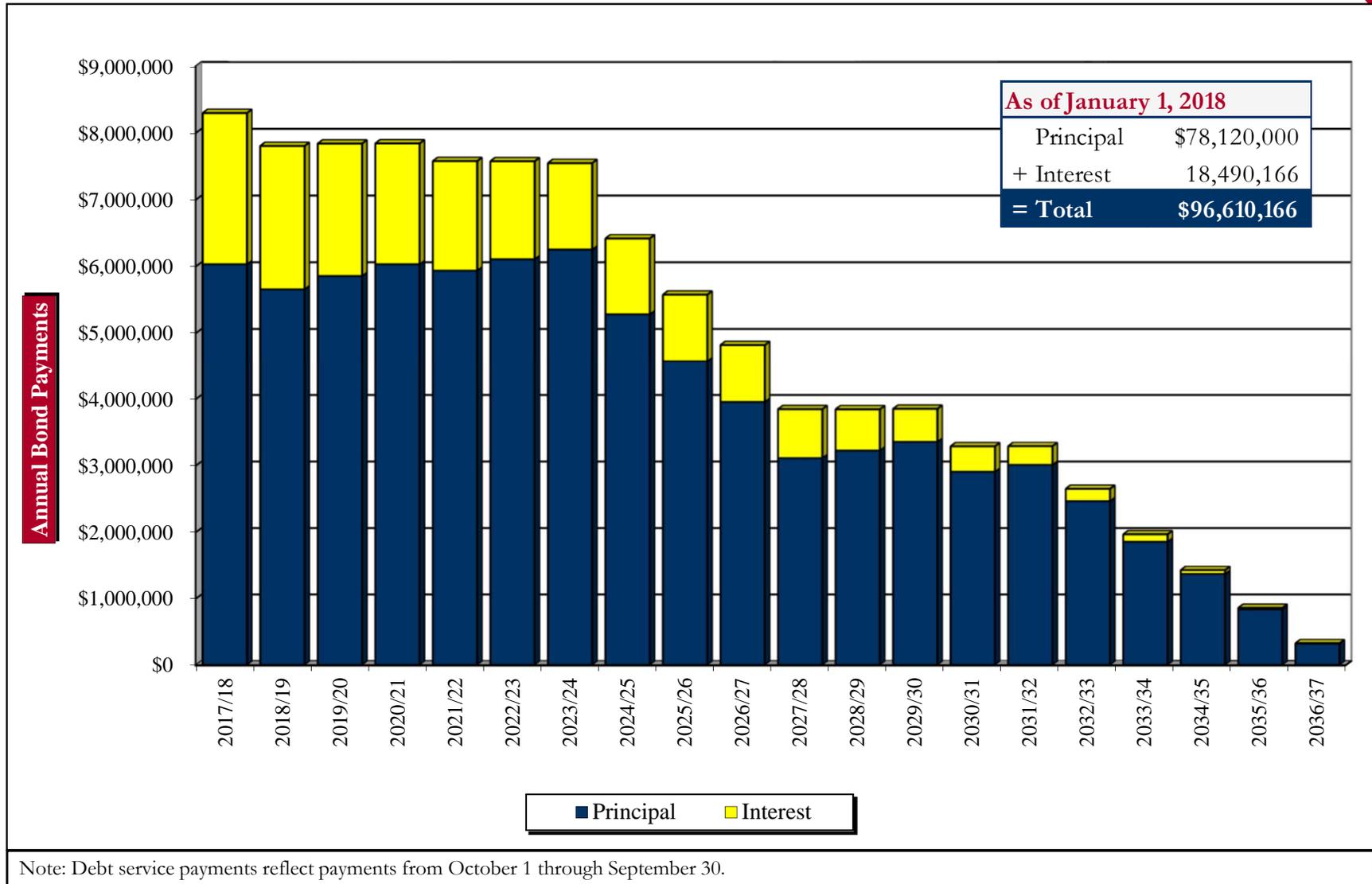
Debt Service Requirements By Series



Note: Debt service payments reflect payments from October 1 through September 30.



Debt Service Requirements By Principal and Interest





Debt Service Requirements By Principal and Interest

City of Deer Park Outstanding General Obligation Debt Service by Principal and Interest As of January 1, 2018

| FYE (9/30) | Principal | Interest | Annual Debt Service |
|---------------|---------------------|---------------------|------------------------|
| 2018 | \$6,030,000 | \$2,265,342 | \$8,295,342 |
| 2019 | 5,655,000 | 2,146,128 | 7,801,128 |
| 2020 | 5,855,000 | 1,982,325 | 7,837,325 |
| 2021 | 6,030,000 | 1,809,606 | 7,839,606 |
| 2022 | 5,935,000 | 1,639,440 | 7,574,440 |
| 2023 | 6,105,000 | 1,467,175 | 7,572,175 |
| 2024 | 6,250,000 | 1,295,283 | 7,545,283 |
| 2025 | 5,280,000 | 1,135,956 | 6,415,956 |
| 2026 | 4,575,000 | 998,697 | 5,573,697 |
| 2027 | 3,955,000 | 863,689 | 4,818,689 |
| 2028 | 3,110,000 | 735,013 | 3,845,013 |
| 2029 | 3,225,000 | 618,300 | 3,843,300 |
| 2030 | 3,355,000 | 495,054 | 3,850,054 |
| 2031 | 2,905,000 | 381,904 | 3,286,904 |
| 2032 | 3,010,000 | 278,775 | 3,288,775 |
| 2033 | 2,465,000 | 183,794 | 2,648,794 |
| 2034 | 1,855,000 | 110,200 | 1,965,200 |
| 2035 | 1,370,000 | 56,563 | 1,426,563 |
| 2036 | 835,000 | 22,125 | 857,125 |
| 2037 | 320,000 | 4,800 | 324,800 |
| Total | \$78,120,000 | \$18,490,166 | \$96,610,166 |

Debt service payments reflect payments from October 1 through September 30. Debt Requirements as of January 1, 2018.



Debt Service Requirements By Source of Payment

City of Deer Park Outstanding General Obligation Debt Service by Source of Payment As of January 1, 2018

| FYE Year | Ad Valorem Taxes | | | Waterworks and Sewer System | | | Sales Tax (DPCDC) | | |
|--------------|---------------------|--------------------|---------------------|-----------------------------|---------------------|---------------------|---------------------|------------------|---------------------|
| | Principal | Interest | Total | Principal | Interest | Total | Principal | Interest | Total |
| 2018 | \$2,438,787 | \$938,011 | \$3,376,798 | \$1,751,213 | \$1,172,882 | \$2,924,095 | \$1,840,000 | \$154,449 | \$1,994,449 |
| 2019 | 2,525,213 | 839,888 | 3,365,100 | 2,044,787 | 1,175,765 | 3,220,552 | 1,085,000 | 130,475 | 1,215,475 |
| 2020 | 2,634,010 | 727,900 | 3,361,910 | 2,115,990 | 1,142,628 | 3,258,618 | 1,105,000 | 111,797 | 1,216,797 |
| 2021 | 2,748,827 | 614,175 | 3,363,002 | 2,156,173 | 1,102,653 | 3,258,825 | 1,125,000 | 92,779 | 1,217,779 |
| 2022 | 2,589,100 | 508,450 | 3,097,550 | 2,200,900 | 1,057,578 | 3,258,478 | 1,145,000 | 73,412 | 1,218,412 |
| 2023 | 2,694,555 | 401,950 | 3,096,505 | 2,245,445 | 1,011,528 | 3,256,972 | 1,165,000 | 53,698 | 1,218,698 |
| 2024 | 2,805,000 | 306,288 | 3,111,288 | 2,260,000 | 955,353 | 3,215,353 | 1,185,000 | 33,643 | 1,218,643 |
| 2025 | 2,215,000 | 231,944 | 2,446,944 | 2,330,000 | 886,324 | 3,216,324 | 735,000 | 17,689 | 752,689 |
| 2026 | 1,425,000 | 178,594 | 1,603,594 | 2,405,000 | 814,180 | 3,219,180 | 745,000 | 5,923 | 750,923 |
| 2027 | 1,475,000 | 126,288 | 1,601,288 | 2,480,000 | 737,401 | 3,217,401 | | | |
| 2028 | 545,000 | 81,350 | 626,350 | 2,565,000 | 653,663 | 3,218,663 | | | |
| 2029 | 570,000 | 54,025 | 624,025 | 2,655,000 | 564,275 | 3,219,275 | | | |
| 2030 | 605,000 | 25,225 | 630,225 | 2,750,000 | 469,829 | 3,219,829 | | | |
| 2031 | 60,000 | 9,200 | 69,200 | 2,845,000 | 372,704 | 3,217,704 | | | |
| 2032 | 65,000 | 6,700 | 71,700 | 2,945,000 | 272,075 | 3,217,075 | | | |
| 2033 | 65,000 | 4,100 | 69,100 | 2,400,000 | 179,694 | 2,579,694 | | | |
| 2034 | 70,000 | 1,400 | 71,400 | 1,785,000 | 108,800 | 1,893,800 | | | |
| 2035 | | | | 1,370,000 | 56,563 | 1,426,563 | | | |
| 2036 | | | | 835,000 | 22,125 | 857,125 | | | |
| 2037 | | | | 320,000 | 4,800 | 324,800 | | | |
| Total | \$25,530,492 | \$5,055,486 | \$30,585,978 | \$42,459,508 | \$12,760,815 | \$55,220,324 | \$10,130,000 | \$673,865 | \$10,803,865 |

Debt service payments reflect payments from October 1 through September 30. Debt Requirements as of January 1, 2018.



Overview of Capital Improvement Plans

Water and Sewer Capital Improvement Plan Debt
Deer Park Community Development Corporation Debt
General Obligation Capacity Analysis



Waterworks and Sewer System Capital Improvement Plan

City of Deer Park Waterworks and Sewer System Capital Improvement Plan (a)

Issued as Certificates of Obligations, but Paid with Net Revenues of the Waterworks and Sewer System

| Fiscal Year Ending (9/30) | Current Debt Service Paid by Waterworks and Sewer System | Series 2018 | | Series 2019 | | Series 2020 | | Total Debt Service Paid by Waterworks and Sewer System |
|---------------------------|--|--------------------------------|--------------------|--------------------------------|--------------------|--------------------------------|--------------------|--|
| | | Certificates of Obligation (b) | | Certificates of Obligation (c) | | Certificates of Obligation (d) | | |
| | | Principal | Interest | Principal | Interest | Principal | Interest | |
| 2018 | \$2,924,095 | | | | | | | \$2,924,095 |
| 2019 | 3,220,552 | \$160,000 | \$249,800 | | | | | 3,630,352 |
| 2020 | 3,258,618 | 165,000 | 274,163 | \$80,000 | \$123,827 | | | 3,901,608 |
| 2021 | 3,258,825 | 170,000 | 266,625 | 85,000 | 125,756 | \$50,000 | \$82,361 | 4,038,568 |
| 2022 | 3,258,478 | 180,000 | 258,750 | 90,000 | 121,600 | 45,000 | 83,875 | 4,037,703 |
| 2023 | 3,256,972 | 190,000 | 250,425 | 90,000 | 117,325 | 55,000 | 81,375 | 4,041,097 |
| 2024 | 3,215,353 | 240,000 | 240,750 | 100,000 | 112,813 | 50,000 | 78,750 | 4,037,665 |
| 2025 | 3,216,324 | 250,000 | 229,725 | 100,000 | 108,063 | 60,000 | 76,000 | 4,040,111 |
| 2026 | 3,219,180 | 260,000 | 218,250 | 105,000 | 103,194 | 60,000 | 73,000 | 4,038,624 |
| 2027 | 3,217,401 | 275,000 | 206,213 | 110,000 | 98,088 | 65,000 | 69,875 | 4,041,576 |
| 2028 | 3,218,663 | 285,000 | 193,613 | 115,000 | 92,744 | 70,000 | 66,500 | 4,041,519 |
| 2029 | 3,219,275 | 300,000 | 180,450 | 120,000 | 87,163 | 70,000 | 63,000 | 4,039,888 |
| 2030 | 3,219,829 | 310,000 | 166,725 | 130,000 | 81,225 | 70,000 | 59,500 | 4,037,279 |
| 2031 | 3,217,704 | 325,000 | 152,438 | 135,000 | 74,931 | 80,000 | 55,750 | 4,040,823 |
| 2032 | 3,217,075 | 345,000 | 137,363 | 140,000 | 68,400 | 80,000 | 51,750 | 4,039,588 |
| 2033 | 2,579,694 | 395,000 | 120,713 | 140,000 | 61,750 | 105,000 | 47,125 | 3,449,281 |
| 2034 | 1,893,800 | 425,000 | 102,263 | 170,000 | 54,388 | 110,000 | 41,750 | 2,797,200 |
| 2035 | 1,426,563 | 465,000 | 82,238 | 175,000 | 46,194 | 115,000 | 36,125 | 2,346,119 |
| 2036 | 857,125 | 505,000 | 60,413 | 185,000 | 37,644 | 120,000 | 30,250 | 1,795,431 |
| 2037 | 324,800 | 535,000 | 37,013 | 225,000 | 27,906 | 125,000 | 24,125 | 1,298,844 |
| 2038 | | 555,000 | 12,488 | 235,000 | 16,981 | 135,000 | 17,625 | 972,094 |
| 2039 | | | | 240,000 | 5,700 | 140,000 | 10,750 | 396,450 |
| 2040 | | | | | | 145,000 | 3,625 | 148,625 |
| Total | \$55,220,324 | \$6,335,000 | \$3,440,413 | \$2,770,000 | \$1,565,690 | \$1,750,000 | \$1,053,111 | \$72,134,537 |

(a) Based on 10-Year Capital Improvement Plan. Subject to change.

(b) Generates \$6,335,000 in proceeds for the City. Interest rate estimated at 4.50%, for illustrative purposes only. Scheduled to be sold in October.

(c) Generates \$2,770,000 in proceeds for the City. Interest rate estimated at 4.75%, for illustrative purposes only. Scheduled to be sold in October.

(d) Generates \$1,750,000 in proceeds for the City. Interest rate estimated at 5.00%, for illustrative purposes only. Scheduled to be sold in October.



Deer Park Community Development Corporation

Deer Park Community Development Corporation Proposed Series 2018 Bond Issue

Issued By City of Deer Park, Texas

| Year Ending 9/30 | Total Sales Tax Collections (a) | Operating Expenses (b) | Existing Debt Requirements | Series 2018 Bonds (c) | | | Total Debt Requirements | Less: Pay Go Program | Remaining Funds | Cummulative Remaining Funds (d) |
|------------------------|---------------------------------------|---------------------------|----------------------------------|-----------------------|------------------|--------------------|-------------------------------|----------------------------|---------------------|---------------------------------------|
| | | | | Principal | Interest | Total | | | | |
| 2016 | \$3,272,296 | \$80,106 | \$87,231 | | | | \$87,231 | \$62,269 | \$3,042,690 | \$3,042,690 |
| 2017 | 3,208,766 | 62,213 | 2,184,105 | | | | 2,184,105 | 793,174 | 169,274 | 3,211,964 |
| 2018 | 3,000,000 | 75,000 | 1,994,449 | | | | 1,994,449 | 400,000 | 530,551 | 3,742,515 |
| 2019 | 3,000,000 | 10,000 | 1,215,475 | \$1,225,000 | \$142,013 | \$1,367,013 | 2,582,488 | 344,557 | 62,955 | 3,805,470 |
| 2020 | 3,000,000 | 10,000 | 1,216,797 | 1,495,000 | 116,325 | 1,611,325 | 2,828,122 | 100,000 | 61,878 | 3,867,348 |
| 2021 | 3,000,000 | 10,000 | 1,217,779 | 1,540,000 | 70,800 | 1,610,800 | 2,828,579 | 100,000 | 61,421 | 3,928,769 |
| 2022 | 3,000,000 | 10,000 | 1,218,412 | 1,590,000 | 23,850 | 1,613,850 | 2,832,262 | 100,000 | 57,738 | 3,986,507 |
| 2023 | 3,000,000 | 10,000 | 1,218,698 | | | | 1,218,698 | 100,000 | 1,671,302 | 5,657,809 |
| 2024 | 3,000,000 | | 1,218,643 | | | | 1,218,643 | | 1,781,357 | 7,439,166 |
| 2025 | 3,000,000 | | 752,689 | | | | 752,689 | | 2,247,311 | 9,686,478 |
| 2026 | 3,000,000 | | 750,923 | | | | 750,923 | | 2,249,077 | 11,935,555 |
| | | \$267,319 | \$13,075,201 | \$5,850,000 | \$352,988 | \$6,202,988 | \$19,278,189 | \$2,000,000 | \$11,935,555 | |

(a) Actual sales tax collections and interest earnings for fiscal years ending 2016 and 2017. Estimated future sales tax collections of \$3,000,000.

(b) Operating expenses include bond fees, audit fees, public notice fees and printing fees.

(c) Generates \$5,850,000 in proceeds to the DPCDC. Sold and Delivered in October 2018. Interest estimated at 3.00% for illustrative purposes only.

(d) The CDC intends to payoff outstanding debt service with excess sales tax collections on an annual basis beginning in 2019.



General Obligation Capacity Analysis

City of Deer Park General Obligation Capacity Analysis - No Tax Rate Increase

| Year Ending 9/30 | Beginning DS Fund Balance | Prior Year/ Estimated Assessed Valuation | Assessed Valuation Growth Rate (%) | Tax Rate per \$100 of Assessed Value | Tax Collections 99.00% | Debt Service Interest Earnings(a) | Total Funds Available for Debt Service | Debt Service Paid by Ad Valorem Taxes (b) | Plus: \$15,000,000 Series 2018 @ 4.50% | Plus: \$15,000,000 Series 2019 @ 4.75% | Plus: \$15,000,000 Series 2020 @ 5.00% | Plus: \$10,500,000 Series 2021 @ 5.00% | Total Debt Service Paid by Ad Valorem Taxes | Less: Capitalized Interest | Ending DS Fund Balance | Debt Service Coverage (%) |
|------------------|---------------------------|--|------------------------------------|--------------------------------------|------------------------|-----------------------------------|--|---|--|--|--|--|---|----------------------------|------------------------|---------------------------|
| 2018 | \$4,634,050 | \$2,680,071,926 | 4.26% | 0.1865 | \$4,948,351 | \$69,511 | \$9,651,912 | \$3,376,798 | | | | | \$3,376,798 | | \$6,275,113 | 122.065% |
| 2019 | 6,275,113 | 2,733,673,365 | 2.00% | 0.1865 | 5,047,318 | 94,127 | 11,416,558 | 3,365,100 | \$1,775,717 | | | | 5,140,817 | | 6,275,741 | 120.106% |
| 2020 | 6,275,741 | 2,788,346,832 | 2.00% | 0.1865 | 5,148,264 | 94,136 | 11,518,141 | 3,361,910 | 1,035,988 | \$827,271 | | | 5,225,168 | | 6,292,973 | 104.677% |
| 2021 | 6,292,973 | 2,844,113,768 | 2.00% | 0.1865 | 5,251,229 | 94,395 | 11,638,597 | 3,363,002 | 1,036,413 | 895,744 | \$716,667 | | 6,011,825 | \$716,667 | 6,343,439 | 95.011% |
| 2022 | 6,343,439 | 2,900,996,044 | 2.00% | 0.1865 | 5,356,254 | 95,152 | 11,794,844 | 3,097,550 | 1,050,600 | 1,047,563 | 979,125 | \$501,667 | 6,676,504 | 501,667 | 5,620,007 | 81.773% |
| 2025 | 2,948,373 | 2,959,015,965 | | 0.1865 | 5,463,379 | 44,226 | 8,455,978 | 2,446,944 | 1,051,975 | 1,300,931 | 998,000 | 626,375 | 6,424,225 | | 2,031,753 | 34.303% |
| 2026 | 2,031,753 | 2,959,015,965 | | 0.1865 | 5,463,379 | 30,476 | 7,525,608 | 1,603,594 | 1,144,525 | 1,346,969 | 1,202,375 | 625,500 | 5,922,963 | | 1,602,646 | 27.072% |
| 2027 | 1,602,646 | 2,959,015,965 | | 0.1865 | 5,463,379 | 24,040 | 7,090,065 | 1,601,288 | 1,143,700 | 1,350,156 | 1,200,500 | 624,375 | 5,920,019 | | 1,170,046 | 23.805% |
| 2028 | 1,170,046 | 2,959,015,965 | | 0.1700 | 4,980,024 | 17,551 | 6,167,620 | 626,350 | 1,121,975 | 1,248,938 | 1,299,750 | 618,125 | 4,915,138 | | 1,252,483 | 25.466% |
| 2029 | 1,252,483 | 2,959,015,965 | | 0.1650 | 4,833,553 | 18,787 | 6,104,823 | 624,025 | 1,124,238 | 1,248,431 | 1,299,875 | 621,625 | 4,918,194 | | 1,186,629 | 24.121% |
| 2030 | 1,186,629 | 2,959,015,965 | | 0.1650 | 4,833,553 | 17,799 | 6,037,981 | 630,225 | 1,115,150 | 1,251,144 | 1,303,125 | 619,750 | 4,919,394 | | 1,118,587 | 23.180% |
| 2031 | 1,118,587 | 2,959,015,965 | | 0.1650 | 4,833,553 | 16,779 | 5,968,919 | 69,200 | 1,051,175 | 1,227,550 | 1,348,250 | 1,129,500 | 4,825,675 | | 1,143,244 | 23.685% |
| 2032 | 1,143,244 | 2,959,015,965 | | 0.1650 | 4,833,553 | 17,149 | 5,993,945 | 71,700 | 1,052,088 | 1,222,769 | 1,350,125 | 1,130,125 | 4,826,806 | | 1,167,139 | 24.188% |
| 2033 | 1,167,139 | 2,959,015,965 | | 0.1650 | 4,833,553 | 17,507 | 6,018,198 | 69,100 | 1,051,425 | 1,226,088 | 1,349,750 | 1,129,000 | 4,825,363 | | 1,192,836 | 24.717% |
| 2034 | 1,192,836 | 2,959,015,965 | | 0.1650 | 4,833,553 | 17,893 | 6,044,281 | 71,400 | 1,049,188 | 1,227,269 | 1,347,125 | 1,131,000 | 4,825,981 | | 1,218,300 | 25.234% |
| 2035 | 1,218,300 | 2,959,015,965 | | 0.1650 | 4,833,553 | 18,274 | 6,070,127 | | 1,123,575 | 1,226,313 | 1,347,125 | 1,131,000 | 4,828,013 | | 1,242,114 | 25.738% |
| 2036 | 1,242,114 | 2,959,015,965 | | 0.1650 | 4,833,553 | 18,632 | 6,094,298 | | 1,124,363 | 1,223,219 | 1,349,500 | 1,129,000 | 4,826,081 | | 1,268,217 | 26.258% |
| 2037 | 1,268,217 | 2,959,015,965 | | 0.1650 | 4,833,553 | 19,023 | 6,120,793 | | 1,123,125 | 1,222,869 | 1,354,000 | 1,129,875 | 4,829,869 | | 1,290,924 | 26.733% |
| 2038 | 1,290,924 | 2,959,015,965 | | 0.1525 | 4,467,374 | 19,364 | 5,777,662 | | 1,124,750 | 1,225,025 | 1,345,750 | 1,133,375 | 4,828,900 | | 948,762 | 25.583% |
| 2039 | 948,762 | 2,959,015,965 | | 0.1150 | 3,368,840 | 14,231 | 4,331,834 | | | 1,248,975 | 1,349,625 | 1,110,000 | 3,708,600 | | 623,234 | 25.899% |
| 2040 | 623,234 | 2,959,015,965 | | 0.0700 | 2,050,598 | 9,349 | 2,683,180 | | | | 1,296,625 | 1,109,750 | 2,406,375 | | 276,805 | 25.005% |
| 2041 | 276,805 | 2,959,015,965 | | 0.0350 | 1,025,299 | 4,152 | 1,306,256 | | | | | 1,107,000 | 1,107,000 | | 199,256 | 0.000% |
| Totals | | | | | | | | \$30,585,978 | \$22,384,342 | \$23,668,671 | \$24,536,417 | \$17,861,417 | \$119,036,824 | | | |

Average Tax Rate: \$0.1368

Tax Rate Increase: \$0.0000

- (a) Interest earnings on Debt Service Fund Balance estimated at 1.50%.
- (b) Does not include debt service paid by the Waterworks and Sewer System or the Community Development Corporation.

Based on our analysis, the City can issue approximately \$55,500,000 in General Obligation tax-supported debt over the next 4 years without a tax rate increase!



Legislation Details (With Text)

File #: DIS 18-063 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 5/1/2018 **In control:** City Council Workshop
On agenda: 5/8/2018 **Final action:**
Title: Discussion of issues relating to the minimal educational requirements for sworn Police Officers.
Sponsors:
Indexes:
Code sections:
Attachments:

| Date | Ver. | Action By | Action | Result |
|----------|------|-----------------------|--------|--------|
| 5/8/2018 | 1 | City Council Workshop | | |

Discussion of issues relating to the minimal educational requirements for sworn Police Officers.

Summary:

Fiscal/Budgetary Impact:

Discussion only



Legislation Details (With Text)

File #: DIS 18-064 **Version:** 1 **Name:**
Type: Discussion **Status:** Agenda Ready
File created: 5/1/2018 **In control:** City Council Workshop
On agenda: 5/8/2018 **Final action:**
Title: Discussion of issues relating to EMS organizational structure.

Sponsors:

Indexes:

Code sections:

Attachments:

| Date | Ver. | Action By | Action | Result |
|----------|------|-----------------------|--------|--------|
| 5/8/2018 | 1 | City Council Workshop | | |

Discussion of issues relating to EMS organizational structure.

Summary:

Fiscal/Budgetary Impact:

Discussion only