CITY OF DEER PARK JUNE 05, 2018 - 7:30 PM CITY COUNCIL MEETING - FINAL

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

James Stokes, City Manager Gary Jackson, Assistant City Manager

Ordinance # 3985

CALL TO ORDER

The 1711th meeting of the Deer Park City Council.

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATIONS

PUBLIC HEARINGS

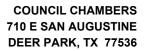
 Joint Public Hearing on the request of Wells Fargo Bank to rezone 0.4616 acres situated in the G. Patrick Survey, Abstract 624 Lots 7 & 8 and a portion of an undeveloped 30 foot public alley out of Block 13, Shell City, located on the south side of Sixth Street, and 100 feet east of the intersection with Center Street from a Single Family 2 (SF-2) to General Commercial (GC).

<u>Recommended Action:</u>	Conduct the Joint Public hearing with the Planning and Zoning Commission.
<u>Attachments:</u>	PZ_JPH_060518_Wells Fargo
	Wells Fargo 110 E. Sixth

Jerry Mouton Jr., Mayor

AWARDING/REJECTING BIDS

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.



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

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

Resolution #2018-09

PH 18-039

2.	Awarding bid for a one-year	supply of gasoline and diesel fuel.	<u>BID 18-015</u>
	<u>Recommended Action:</u> <u>Department:</u> <u>Attachments:</u>	Award contract for a one-year supply of gasoline and diesel fuel to Energy Solutions, the lowest bidder based on the +/- OPIS rate. Finance <u>Gasoline and Diesel Summary 2018</u> <u>Gasoline & Diesel Bid Comparison</u>) Lykins
CONS	SENT CALENDAR		
3.		ockard Realty Partnership LTD in the amount of crease granted by Harris County Appraisal	<u>TAXR</u> <u>18-022</u>
	<u>Recommended Action:</u> <u>Department:</u>	Approve the tax refund to Stockard Realty Partnership LTD. Finance	
4.		fund Advisory Corp in the amount of \$648.25 ion, an over-65 exemption, and a freeze ounty Appraisal District.	<u>TAXR</u> <u>18-023</u>
	<u>Recommended Action:</u> <u>Department:</u>	Approve the tax refund to Refund Advisory Corp. Finance	
5.		pp Gray & Hutcheson LLP in the amount of crease granted by Harris County Appraisal	<u>TAXR</u> <u>18-024</u>
	<u>Recommended Action:</u> <u>Department:</u>	Approve the tax refund to Popp Gray & Hutcheson LLP. Finance	
6.	•••	pp Gray & Hutcheson LLP in the amount of crease granted by Harris County Appraisal	<u>TAXR</u> <u>18-025</u>
	<u>Recommended Action:</u> <u>Department:</u>	Approve the tax refund to Popp Gray & Hutcheson LLP. Finance	
7.	•••	an Tax Compliance Services LLC in the amount decrease granted by Harris County Appraisal	<u>TAXR</u> <u>18-026</u>
	Recommended Action:	Approve the tax refund to Ryan Tax Compliance Services LLC.	
	<u>Department:</u>	Finance	

City Co	ouncil	- FINAL	JUNE 05, 2018
8.	••	rol Davis in the amount of \$788.36 due to a ver-65 exemption, and a freeze change granted District.	<u>TAXR</u> <u>18-027</u>
	<u>Recommended Action:</u> <u>Department:</u>	Approve the tax refund to Karol Davis. Finance	
9.		fund Advisory Corp. in the amount of \$562.31 ion, an over-65 exemption, and a freeze ounty Appraisal District.	<u>TAXR</u> <u>18-028</u>
	<u>Recommended Action:</u> <u>Department:</u>	Approve the tax refund to Refund Advisory Corp. Finance	
10.	••	tional Tax Search LLC in the amount of crease granted by Harris County Appraisal	<u>TAXR</u> <u>18-029</u>
	Recommended Action:	Approve the tax refund to National Tax Search LLC.	
	Department:	Finance	
11.		tional Tax Search LLC in the amount of crease granted by Harris County Appraisal	<u>TAXR</u> <u>18-030</u>
	Recommended Action:	Approve the tax refund to National Tax Search LLC.	
	Department:	Finance	
12.	Acceptance of completion o	f the Manhole Rehabilitation Project Phase - 2.	<u>ACT 18-014</u>
	Recommended Action:	Staff is requesting acceptance and release of retainage for the project	ne completed
	<u>Department:</u>	Public Works	
	Attachments:	final invoice for MH rehab phase 3	
13.	Acceptance of completion or Project.	f the Electronic Marquee Message Signs	<u>ACT 18-015</u>
	Recommended Action:	Staff is requesting acceptance and release of remaining function completed project	ls for the
	<u>Department:</u>	Information Technology Services	
	<u>Attachments:</u>	Example of Signs	
		Specs. of Signs	

COMMENTS FROM AUDIENCE

The Mayor shall call upon those who have registered to address Council in the order registered. There is a five minute time limit . A registration form is available in the Council Chambers and citizens must register by 7:25 p.m.

NEW BUSINESS

14. Consideration of and action on a purchase from Fuquay, Inc., through the Buy Board Cooperative Purchasing Program to perform the rehabilitation of storm lines on Meadowlark Street and Princeton Lane.
 PUR 18-016

Recommended Action:	Staff recommends Council approval to purchase the services of Fuquay,
	Inc. through the Buy Board
<u>Department:</u>	Public Works

15. Consideration of and action on acceptance of Soccer RFP Committee's <u>ACT 18-016</u> recommendation to award the Soccer RFP to Deer Park Soccer FC.

<u>Recommended Action:</u>	Accept the Soccer RFP Committee's recommendation to award the Soccer RFP to Deer Park Soccer FC.	
<u>Attachments:</u>	DPSFC - FINAL Proposal for Soccer Program Services- 04-23-2018	
	DPSFC - Board	

16. Consideration of and action on authorization to approve the Sports
 AUT 18-046

 Organization Utilization Agreement form for Soccer.
 AUT 18-046

Recommended Action:	Authorize the Sports Organization Utilization Agreement form for soccer.
<u>Attachments:</u>	Sports Organization Utilization Agreement -Draft-CLEAN-SOCCER53018
	Sports Organization Utilization Agreement -Draft-REDLINE -Soccer42518

17. Consideration of and action on authorization to approve the Sports AUT 18-047 Organization Utilization Agreement form for Girls' Softball. AUT 18-047

Recommended Action:	Authorize the Sports Organization Utilization Agreement form for girls' softball.	
<u>Attachments:</u>	Sports Organization Utilization Agreement -Draft-CLEAN- SOFTBALL53018	
	Sports Organization Utilization Agreement -Draft-REDLINE - SOFTBALL42518	

18. Consideration of and action on authorization to approve the Sports
 AUT 18-048

 Organization Utilization Agreement form for Baseball.
 AUT 18-048

Recommended Action:	Authorize the Sports Organization Utilization Agreement form for baseball.		
Attachments:	Sports Organization Utilization Agreement -Draft-CLEAN- BASEBALL53018		
	Sports Organization Utilization Agreement -Draft-REDLINE - BASEBALL42518		

19. Consideration of and possible action to approve a contract for the completion of the Dow Park Pavilion and Improvements project (DPCDC project).

<u>Recommended Action:</u> Consideration approving a contract for the completion of the Dow Park Pavilion and Improvements project.

20. Consideration of and action on designation of Mayor Pro-Tem. PT 18-001 Recommended Action: Accept recommendation of staff for designation of members to fill each four-month term. PROTEM.2018 Attachments: AUT 18-044 21. Consideration of and action on the purchase of bleachers from Play & Park Structures via buy board for Girls Softball Renovations Type B Project. Recommended Action: Acceptance of the purchase of bleachers from GT Grandstands via buy board for the Girls Softball Renovations Type B project in the amount of \$79.192.00. City of Deer Park 630-116318 Attachments: 22. Consideration of and action on entering into an agreement with A&R AGR 18-010 Engineering for pavement testing for the current Street Replacement Project. Staff recommends entering into agreement with A&R Engineering. Recommended Action: Public Works Department: A&R Engineering - 2016 Street Replacement Project Attachments: 23. Consideration of and action on the renewal of an agreement with the AGR 18-011 American National Red Cross for Specialized Transportation Services. Recommended Action: Approval is recommended. City Manager's Office Department: Attachments: City - Red Cross Agreement (June 2018) 24. Consideration of and action on the results of the joint public hearing and a ORD 18-045 proposed ordinance on the request of Wells Fargo Bank to rezone 0.4616 acres situated in the G. Patrick Survey, Abstract 624 Lots 7 & 8 and a portion of an undeveloped 30 foot public alley out of Block 13, Shell City, located on the south side of Sixth Street, and 100 feet east of the intersection with Center Street from a Single Family 2 (SF-2) to General Commercial (GC). Recommended Action: Approval of the ordinance. Amend 3886-0.4616 acres-G Patrick Survey-SF2 to GC-05-2018 Attachments:

ADJOURN

Shannon Bennett, TRMC City Secretary

Posted on Bulletin Board June 1, 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.



Legislation Details (With Text)

File #:	PH 18-039	Version: 1	Name:		
Туре:	Public Hearin	g(s)	Status:	Agenda Ready	
File created:	5/22/2018		In control:	City Council	
On agenda:	6/5/2018		Final action:		
Title:	Patrick Surve Block 13, She	ey, Abstract 624 L ell City, located or	ots 7 & 8 and a p the south side o	rgo Bank to rezone 0.4616 a ortion of an undeveloped 30 of Sixth Street, and 100 feet e) to General Commercial (Ge	foot public alley out of east of the intersection
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PZ_JPH_060 Wells Fargo 1	518_Wells Fargo 110 E. Sixth	1		
Date	Ver. Action B	У	Act	ion	Result
6/5/2018	1 City Co	uncil			

Joint Public Hearing on the request of Wells Fargo Bank to rezone 0.4616 acres situated in the G. Patrick Survey, Abstract 624 Lots 7 & 8 and a portion of an undeveloped 30 foot public alley out of Block 13, Shell City, located on the south side of Sixth Street, and 100 feet east of the intersection with Center Street from a Single Family 2 (SF-2) to General Commercial (GC).

Summary:

The Planning and Zoning Commission met on April 16, 2018. In its preliminary report filed with the City Council, it is the Planning and Zoning Commission's recommendation that the requested proposed amendment to Ordinance No. 3886 (Zoning Ordinance) be granted.

Fiscal/Budgetary Impact:

None

Conduct the Joint Public hearing with the Planning and Zoning Commission.

NOTICE OF JOINT PUBLIC HEARING

Notice is hereby given that the City Council and the Planning and Zoning Commission of the City of Deer Park, Texas, will hold a joint public hearing at City Hall, 710 East San Augustine Street, at 7:30 p.m. on June 5, 2018 at which time and place they will hear all persons desiring to be heard on or in connection with any matter or question involving

A proposed amendment to Ordinance No. 3886, the Zoning Ordinance, placing in the General Commercial (GC) Zoning District, 0.4616 acres situated in the G. Patrick Survey, Abstract 624 Lots 7 & 8, Block 13 Shell City, fronting on Sixth Street and taking the same out of the Single Family – Two (SF-2) Zoning District. It having been recommended by the Planning and Zoning Commission in a preliminary report filed with the City Council, which is available for inspection by all interested persons, that such amendment be granted.

All persons are warned that the City Council has the power to change any and all features of the proposed Amendment, as recommended by said Planning and Zoning Commission in its preliminary report, and may or may not change such property to the above described zoning district.

Shannon Bennett, TRMC City Secretary

Dated this 2nd day of May 2018



Danielle Wendeburg, Chairman Don Tippit, Commissioner Douglas Cox, Commissioner Ray Balusek, Commissioner Stan Garrett, Commissioner

710 E. San Augustine • P. O. Box 700 • Deer Park, Texas 77536 • (281) 479-2394

April 17, 2018

Honorable Mayor and City Council City of Deer Park P. O. Box 700 Deer Park, Texas 77536

Honorable Mayor and Council:

On April 16, 2018, the Planning and Zoning Commission met for a public hearing to consider the request of Wells Fargo Bank to rezone 0.4616 acres situated in the G. Patrick Survey, Abstract 624 Lots 7 & 8, Block 13 Shell City, fronting on Sixth Street, to be rezoned from Single Family 2 (SF2) to General Commercial (GC).

As a result of the hearing, the Planning and Zoning Commission would like to recommend the request be granted.

Respectfully submitted,

anielle Wendeburg

Danielle Wendeburg Chairman Planning and Zoning Commission

Application for Amendment to the City of Deer Park, Texas Zoning Ordinance

To: City of Deer Park Planning & Zoning Commission

Date Submitted: 1/30/2018 (RESUB 3/9/2018)

(I and/or We) <u>Windrose Land Services</u>, on behalf of Wells Fargo, N.A. hereby make application for an amendment to the City of Deer Park Zoning Ordinance on the following described property (legal description):

A 0.4616 acre tract, situated in the G. Patrick Survey, Abstract No. 624, being Lots 7 and 8 and a portion of an undeveloped

30-foot public alley out of Block 13, Shell City, Vol. 11, Pg. 31, H.C.M.R., located on the south side of Sixth Street and

100 feet east of the intersection with Center Street, City of Deer Park, City Limits, Harris County, Texas.

Currently zoned as SF-2

Request to be zoned to GC

Deed Restrictions on the above described property are as follows:

There are no deed restrictions of record (City Planning Letter attached).

(I and/or We) Windrose Land Services, on behalf of Wells Fargo, N.A. have paid the application fee of \$1,000.00 to the City of Deer Park City Secretary and a copy of the receipt is attached.

1/30/2018 PESUB 3/9/2018 Date

Andrew Allemand, Windrose Land Services

Owner's Designated Representative (if any)

Letter of Authorization Attached to Application

Property Owner's Signature

aufilan

Other Representative (if any)

A copy of the certificate of ownership or title is attached to the application

LETTER OF AUTHORIZATION

From: Wells Fargo Bank, N.A. 12200 Northwest Freeway, Suite 320 Houston, TX 77092

To: City of Deer Park ATTN: Larry Brotherton Chief Building Official 710 E San Augustine Deer Park, TX 77536

To Whom It May Concern:

The undersigned duly authorized representative of Wells Fargo Bank, N.A., the record owners of the 0.4616 acre situated in the G. Patrick Survey, Abstract No. 624, being Lots 7 and 8 and a portion of an undeveloped 30-foot public alley out of Block 13, Shell City, Vol. 11, Pg. 31, H.C.M.R., located on the south side of Sixth Street and 100 feet east of the intersection with Center Street, City of Deer Park, City Limits, Harris County, Texas, do hereby authorize Windrose Surveying and Land Services, LLC, to submit a land use rezoning application within the corporate limits of the City of Deer Park, Harris County, Texas, to rezone said property from Single-Family 2 District (SF-2) to General Commercial District (GC).

By: Wells Fargo Bank, N.A.

Signature Charles L. Fields

Vice President

State of Texas

County of Harris

I, the undersigned Notary Public for <u>Harris and Texas</u> (print County and State), do herby certify that Charles L. Fields personally came before me this day and acknowledged that he is the Vice President of Wells Fargo Bank, a National Association, and that they as Vice President being authorized to do so, executed the foregoing on behalf of the National Association.

Witness my hand and official seal, this the 30^{4}	day of January , 2018.
(Personalized Seal)	Vieronica marting
WERCHNICA MARTINEE NOTATY PUBLIO STATE OF TEXAS STATE OF TEXAS NOTATY ID STS648-1	Notary Public My Commission Expires: 04/30/2021

151-16-0834

DEED

X

¥

THE STATE OF TEXAS COUNTY OF HARRIS

KNOW ALL MEN BY THESE PRESENTS:

That the CITY OF DEER PARK, TEXAS, (hereinafter called Grantor), a Municipal Corporation organized and existing under the laws of the State of Texas, acting by and through its Mayor and City Secretary, hereunto authorized by Ordinance No. <u>1274</u> of the City Council of said Municipal Corporation, as evidence by a copy of said Ordinance hereto attached, marked Exhibit A and made a part hereof, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to it in hand paid by ALLIED DEER PARK BANK, (hereinafter called Grantee), the receipt and sufficiency of all of which consideration are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT. BARGAIN, SELL and CONVEY unto the said Grantee, all of that certain tract or parcel of land situated in Marris County, Texas, more particularly described as follows;⁶ to-wit:

Lots One (1) through Eight (8) in Block Thirteen (13) of SHELL CITY, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 11, Page 31 of the Map Records of Harris County, Texas, together with a 30' strip between Lots One (1) through Six (6) and Lot (7) described in Deed from the City of Deer Park to the First Baptist Church of Deer Park, recorded in Volume 3136 at Page 64 of the Deed Records of Harris County, Texas.

This conveyance is made and accepted subject to city zoning ordinances and all easements, rights-of-way, covenants and restrictions affecting the use of the property hereby conveyed now of record in the office of the County Clerk of Harris County, Texas.

TO HAVE AND TO HOLD the above described land and premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its heirs, successors and assigns



DESCRIPTION OF 0.4616 ACRES OR 20,108 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.4616 ACRES OR 20,108 SQUARE FEET OF LAND SITUATED IN THE G. PATRICK SURVEY, ABSTRACT NO. 624, CITY OF DEER PARK, HARRIS COUNTY, TEXAS, BEING ALL OF LOTS 7 - 8, TOGETHER WITH A 30 FOOT STRIP BETWEEN LOTS 1-6 AND LOT 7, BLOCK 13, SHELL CITY, MAP OR PLAT THEREOF RECORDED UNDER VOLUME 11, PAGE 31, HARRIS COUNTY MAP RECORDS (H.C.M.R.), BEING OUT OF A TRACT OF LAND CONVEYED TO ALLIED DEER PARK BANK, RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. E932919, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SIXTH STREET (50 FOOT R.O.W. PER VOLUME 11, PAGE 31, H.C.M.R.) FOR THE NORTHWEST CORNER OF LOT 9, BLOCK 13, OF SAID SHELL CITY, CONVEYED TO JAMES A. SPARKMAN, AS RECORDED UNDER H.C.C.F. NO. S753618, THE NORTHEAST CORNER OF SAID LOT 8, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2-INCH IRON PIPE BEARS NORTH 79 DEG. 20 MIN. EAST, A DISTANCE OF 0.83 FEET;

THENCE, SOUTH 03 DEG. 23 MIN. 10 SEC. EAST, WITH THE COMMON LINE OF SAID LOT 8 AND LOT 9, A DISTANCE OF 155.34 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH LINE OF THE RESIDUE OF A TRACT OF LAND CONVEYED TO DEER PARK NATIONAL BANK, AS RECORDED IN VOL. 3360, PG. 95, OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.), FOR THE SOUTHWEST CORNER OF SAID LOT 9, THE SOUTHEAST CORNER OF SAID LOT 8, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 11 MIN. 50 SEC. WEST, A DISTANCE OF 130.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6 AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 23 MIN. 10 SEC. WEST, WITH THE EAST LINE OF SAID LOTS 1 - 6, A DISTANCE OF 154.02 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SIXTH STREET, FOR THE NORTHEAST CORNER OF SAID LOT 1 AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 86 DEG. 36 MIN. 50 SEC. EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SIXTH STREET, A DISTANCE OF 130.00 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 0.4616 ACRES OR 20,108 SQUARE FEET OF LAND.

ROBERT KNESS

ROBERT KNESS R.P.L.S. NO. 6486 STATE OF TEXAS FIRM REGISTRATION NO. 10108800



<u>01-30-2018</u> DATE:

Y:\Projects\53437-Wells Fargo-715 Center Street\SURVEYING\Metes & Bounds\53437-0.4616.docx Page 1 of 1 7 1 3 . 4 5 8 . 2 2 8 1 I 3 2 0 0 WILCREST, STE 3 2 5, HOUSTON, TX 7 7 0 4 2

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ANDREW ALLEMAND PLATTING AND BUSINESS DEVELOPMENT 3200 WILCREST, SUITE 325 I HOUSTON, TX 77042 O: (713) 458-2281 I D: (832) 360-1694 I C: (281) 975-9065 WINDROSESERVICES.COM I FIRM REGISTRATION NO. 10108800

CITY OF DEER PARK ReZoning



PERMIT #: LN- 000167 -2018 **PROJECT:** ISSUED DATE: January 30, 2018 EXPIRATION DATE: January 30, 2019 **PROJECT ADDRESS: 110 E SIXTH ST OWNER NAME:** Wells Fargo Bank CONTRACTOR: ADDRESS: 110 E Sixth St ADDRESS: CITY: DEER PARK CITY: STATE : ТΧ STATE : ZIP: 77536 ZIP: PHONE: **PROJECT DETAILS PROPOSED USE:** SO FT: 0 DESCRIPTION: Rezone Request From Sf2 To Gc **VALUATION:** \$ 0.00 PERMIT FEES TOTAL FEES : \$ 1,000.00 PAID: \$ 1,000.00 **BALANCE:** \$ 0.00

ALL PERMITS MUST BE POSTED ON THE JOBSITE AND VISIBLE FROM THE STREET

NOTICE

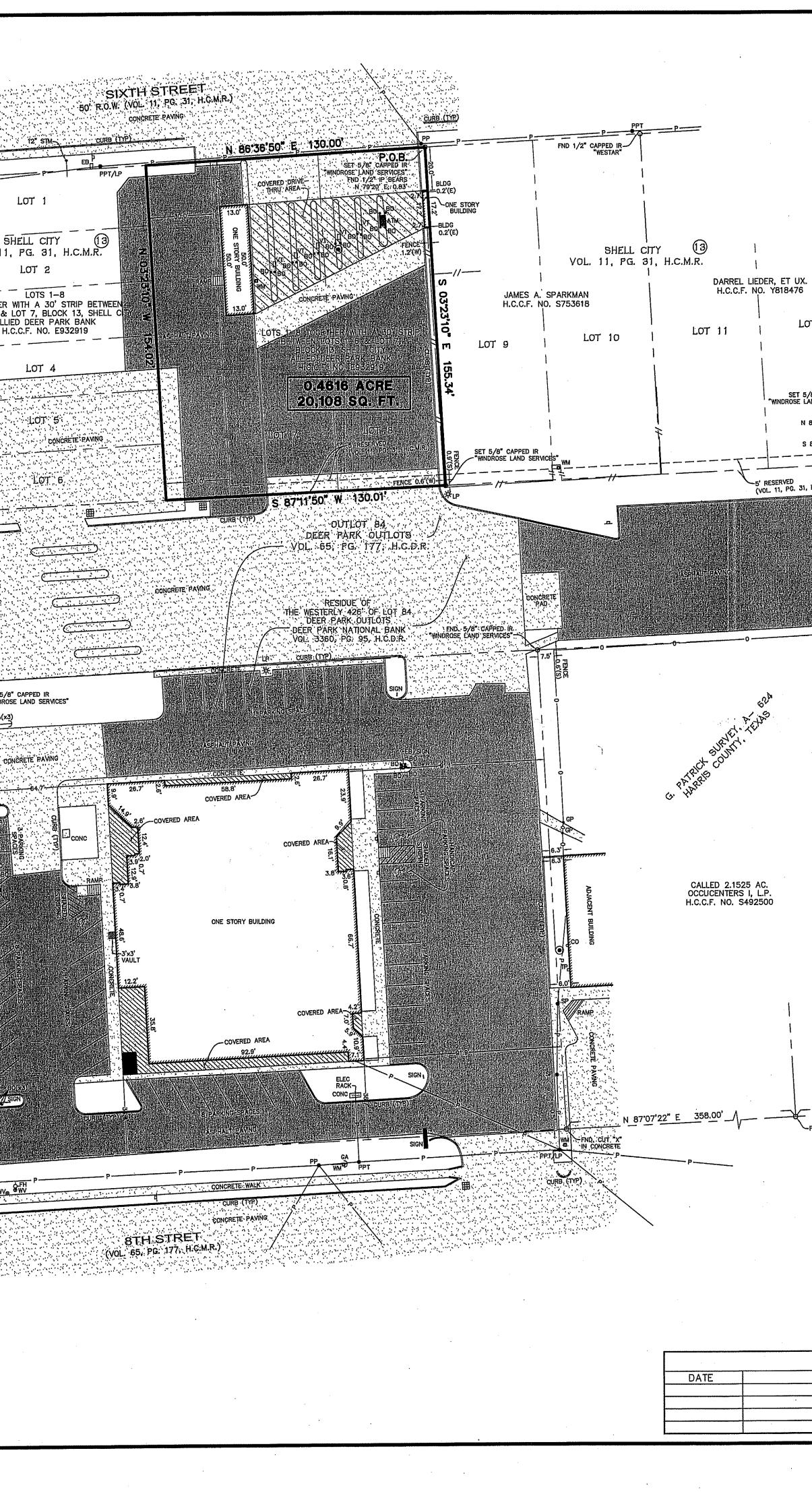
THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 1 YEAR AT ANY TIME AFTER WORK IS STARTED. ALL PERMITS ARE SUBJECT TO THE FOLLOWING :

- ALL WORK MUST COMPLY WITH THE BUILDING, ELECTRICAL, PLUMBING, AND MECHANICAL CODES ADOPTED BY THE CITY OF DEER PARK AT THE TIME THE PERMIT IS ISSUED.
- IT IS THE RESPONSIBILITY OF THE OWNER/CONTRACTOR TO COMPLY WITH ALL STATE & FEDERAL DISABILITY REQUIREMENTS.
- ENCROACHMENTS OF EASEMENTS AND RIGHT-OF-WAYS ARE NOT ALLOWED .

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT . ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT . GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION .

SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT	DATE
APPROVED BY	DATE
	TIONS CALL BY 4PM 281-478-7270 CT TO A \$45.00 REINSPECTION FEE
You can request a morning or afternoon inspection and	l we will do our best to accommodate you but there are no olume of inspections scheduled that day .
	ark, TX 77536 Fax 281-478-0394 rktx.gov/publicworks

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					ALLIE H.C LOT 3
4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	BO → BOLLARD C → HANDICAP GM → GAS METER GV → GAS VALVE GH → FIRE HYDRANT WM → WATER METER WV → WATER VALVE GICV → IRRIGATION CONTROL VALVE W → WATER VALVE GRATE INLET → → CLEANOUT → → CLEANOUT → → UGHT POLE ★ → FOWER POLE W/LIGHT ● <td>AY NOT BE USED ON THIS SURVEY dPLM - PIPELINE MARKER dUCS - UNDERGROUND CABLE SIGN oTL - CATHODIC TEST LEAD oMW - MONITORING WELL P - PIN FLAG/PAINT MARK TC - TOP OF CURB G - GUTTER TG - TOP OF GRATE FL - FLOW LINE HB - HIGHBANK SAN - SANITARY SEWER STM - STORM SEWER CMP - CORRUGATED PLASTIC PIPE RCP - CORRUGATED PLASTIC PIPE RCP - REINFORCED CONCRETE PIPE TEL - TELEPHONE. SWBT - SOUTHWESTERN BELL TELEPHON WTR - WATER UG - UNDERGROUND FND - FOUND H.C.C.F. - HARRIS COUNTY DEED RECORDS IP - IRON ROD NO. - NUMBER PG. - PAGE R.O.W. - RIGHT-OF-WAY SQ. FT. - SQUARE FEET VOL - VOLUME F.C. - FILM CODE B.L</td> <td></td> <td>100 ROW VOL. 11 PS 31 HOURS</td> <td>GA SET 5/8° WINDROS SIGN GA(X3) P/LP T CORECTION CORECTION CORECTION CORECTION CORECTION CORECTION CORECTION COREC</td>	AY NOT BE USED ON THIS SURVEY dPLM - PIPELINE MARKER dUCS - UNDERGROUND CABLE SIGN oTL - CATHODIC TEST LEAD oMW - MONITORING WELL P - PIN FLAG/PAINT MARK TC - TOP OF CURB G - GUTTER TG - TOP OF GRATE FL - FLOW LINE HB - HIGHBANK SAN - SANITARY SEWER STM - STORM SEWER CMP - CORRUGATED PLASTIC PIPE RCP - CORRUGATED PLASTIC PIPE RCP - REINFORCED CONCRETE PIPE TEL - TELEPHONE. SWBT - SOUTHWESTERN BELL TELEPHON WTR - WATER UG - UNDERGROUND FND - FOUND H.C.C.F. - HARRIS COUNTY DEED RECORDS IP - IRON ROD NO. - NUMBER PG. - PAGE R.O.W. - RIGHT-OF-WAY SQ. FT. - SQUARE FEET VOL - VOLUME F.C. - FILM CODE B.L		100 ROW VOL. 11 PS 31 HOURS	GA SET 5/8° WINDROS SIGN GA(X3) P/LP T CORECTION CORECTION CORECTION CORECTION CORECTION CORECTION CORECTION COREC
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STH ST STH ST STH ST ST ST ST ST ST ST ST ST ST	T ST 20 REET Footbridge ZONE AE 20 CUIVert CUIVERT	G104-08-00 (E. 13th St Outfall Chunnel to Patrick Bayon)	48201	AYOUT)	MAG NAIL ASPHALT TRAFTC BOX



DESCRIPTION

A TRACT OR PARCEL CONTAINING 0.4616 ACRES OR 20,108 SQUARE FEET OF LAND SITUATED IN THE G. PATRICK SURVEY, ABSTRACT NO. 624, CITY OF DEER PARK, HARRIS COUNTY, TEXAS, BEING ALL OF LOTS 7 - 8, TOGETHER WITH A 30 FOOT STRIP BETWEEN LOTS 1-6 AND LOT 7, BLOCK 13, SHELL CITY, MAP OR PLAT THEREOF RECORDED UNDER VOLUME 11, PAGE 31, HARRIS COUNTY MAP RECORDS (H.C.M.R.), BEING OUT OF A TRACT OF LAND CONVEYED TO ALLIED DEER PARK BANK, RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NO. E932919, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SIXTH STREET (50 FOOT R.O.W. PER VOLUME 11, PAGE 31, H.C.M.R.) FOR THE NORTHWEST CORNER OF LOT 9, BLOCK 13, OF SAID SHELL CITY, CONVEYED TO JAMES A. SPARKMAN, AS RECORDED UNDER H.C.C.F. NO. S753618, THE NORTHEAST CORNER OF SAID LOT 8, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, FROM WHICH A FOUND 1/2-INCH IRON PIPE BEARS NORTH 79 DEG. 20 MIN. EAST, A DISTANCE OF 0.83 FEET;

THENCE, SOUTH 03 DEG. 23 MIN. 10 SEC. EAST, WITH THE COMMON LINE OF SAID LOT 8 AND LOT 9, A DISTANCE OF 155.34 FEET TO A CAPPED 5/8-INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH LINE OF THE RESIDUE OF A TRACT OF LAND CONVEYED TO DEER PARK NATIONAL BANK, AS RECORDED IN VOL. 3360, PG. 95, OF THE HARRIS COUNTY DEED RECORDS (H.C.D.R.), FOR THE SOUTHWEST CORNER OF SAID LOT 9, THE SOUTHEAST CORNER OF SAID LOT 8, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 11 MIN. 50 SEC. WEST, A DISTANCE OF 130.01 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6 AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 03 DEG. 23 MIN. 10 SEC. WEST, WITH THE EAST LINE OF SAID LOTS 1 - 6, A DISTANCE OF 154.02 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SIXTH STREET, FOR THE NORTHEAST CORNER OF SAID LOT 1 AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

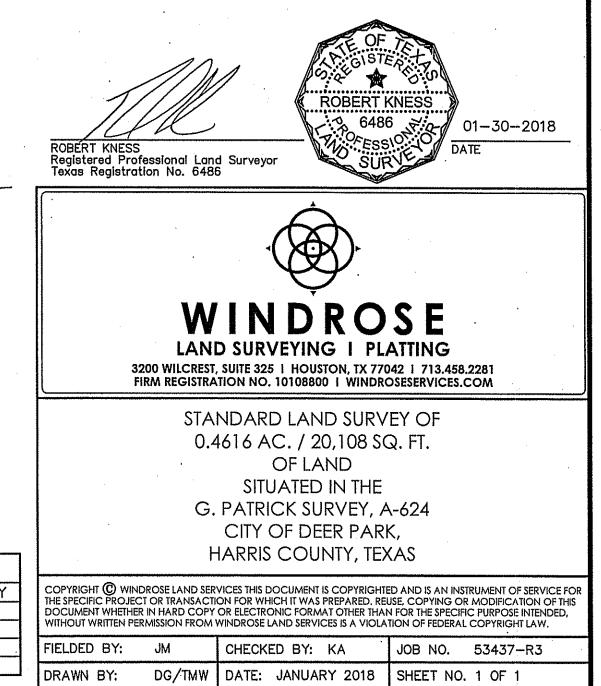
THENCE, NORTH 86 DEG. 36 MIN. 50 SEC. EAST, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SIXTH STREET, A DISTANCE OF 130.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.4616 ACRES OR 20,108 SQUARE FEET OF LAND.

GENERAL NOTES

- SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY. THIS SURVEY WAS PREPARED WITH INFORMATION CONTAINED IN TITLE COMMITMENT GF NO. 49091700041 OF FIDELITY NATIONAL TITLE INSURANCE COMPANY, EFFECTIVE DATE OF JULY 20, 2017, ISSUED DATE OF JULY 26, 2017, AND IS SUBJECT TO THE LIMITATIONS OF THAT COMMITMENT.
 BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL
- BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999884121.
 ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR HARRIS COUNTY, TEXAS, MAP NO. 48201C0930M REVISED/DATED JANUARY 6, 2017, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
- READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY, NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE LAND SERVICES.
 ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
- 6. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
- FENCES SHOWN HEREON WITH DIMENSIONAL TIES ARE SHOWN WHERE THEY ARE PHYSICALLY MEASURED. THE FENCE MAY MEANDER BETWEEN MEASURED LOCATIONS.
 THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.

SURVEYOR'S CERTIFICATION

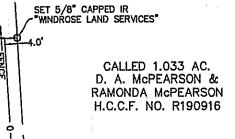
I DO HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND AND WAS PERFORMED UNDER MY SUPERVISION. THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE.

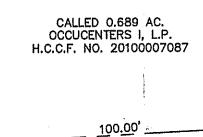


			H.C.C.F.	NO. 52	72360		
T 12		Lot	13	1	Lot	14	
/8" CAPPED IR IND SERVICES" FND 1/2" IR BEARS B9'16' W, 0.66' FND 1/2" IR BEARS 89'23' W, 3.01'			:				
н.с.м.я.) *р			· :	d _		:	
	1						

ELIZABETH PURNELL &

MANUEL M. GONZALES





FND 1/2" IP"

REVISIONS	
REASON	B,

Lise Avery [®] Template 5160 [®]		Feed Paper	bena along line expose Pop-up Ed	to Ige™		AVERY®	5160® ¦
PPH 3.05.18 BROWN DAYNENE 116 W VAUGHN LN DEER PARK, TX 77536-4834	7:15	PPH OCCUCENTERS 5080 SPECTRUI ADDISON, TX. 7	M DR STE 1200W	7:15 V	PPH CURRENT OWN 222 EAST X STR DEER PARK,TX 7	EET	7:15
PPH 3.05.18 JAM TEXAS PROPERTIES LLC 1003 BRIARMEAD DR HOUSTON, TX 77057-1146	7:15	PPH WEBER MARK PO BOX 66359 HOUSTON, TX 7	3.05.18 7266-6359	7:15	PPH JUMON PROPE 714 CENTER ST DEER PARK, TX		7:15
PPH 3.05.18 MCPEARSON D A & RAMONDA PO BOX 154 DEER PARK, TX 77536	7:15	PPH MEMON AMBER 3810 BOGOTA D PASADENA, TX 7	RIVE	7:15	PPH SMELLEY KARE 109 EAST 6 TH S ⁻ DEER PARK, TX	TREET	7:15
PPH 3.05.18 LIEDER DARREL & KENNA 313 SYLVIA STREET DEER PARK, TX 77536-3418	7:15	PPH BUCHANAN JAN 6111 COLFAX ST HOUSTON, TX 7	Г	7:15	PPH GLOBAL NEW M 4415 HIGHWA SUGARLAND, T		7:15 RT.
PPH 3.05.18 SPARKMAN JAMES A 120 EAST 6 TH STREET DEER PARK, TX 77536-2722	7:15	PPH SALA SERGIO & 126 EAST 5 [™] ST DEER PARK, TX.	REET	7:15	PPH BIG DIAMOND PO BOX 690110 SAN ANTONIO,		7:15
PPH 3.05.18 PURNELL ELIZABETH 319 BAY SPRING DRIVE LEAGUE CITY, TX 77573-5773	7:15	PPH WELLS FARGO E PO BOX 63931 SAN FRANCISCO	3.05.18 3ANK – 92556 0, CA 94163-000	7:15	PPH ALLIED DEER P/ % WELLS FARG PO BOX 63931 SAN FRANCISCO		7:15
PPH 3.05.18 WELLS FARGO BANK 110 EAST SIXTH ST DEER PARK, TX 77536	7:15						

Étiquettes faciles à peler Litilicez le gabarit AV/FRV® 5160®

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MCPEARSON D A & RAMONDA PO BOX 154 DEER PARK, TX 77536-0154

BIG DIAMOND INC PO BOX 690110 SAN ANTONIO, TX 78269-0110

SALAS SERGIO & CRISTAL G 126 E 5TH ST DEER PARK, TX 77536-2718

CURRENT OWNER CURRENT ADDRESS CURRENT ADDRESS -NULL, NULL NULL

SPARKMAN JAMES A 120 E 6TH ST DEER PARK, TX 77536-2722

WELLS FARGO BANK - 92556 PO BOX 63931 SAN FRANCISCO, CA 94163-0001

GLOBAL NEW MILLENNIUM PARTNERS LTD 4415 HIGHWAY 6 SUGAR LAND, TX 77478-4476 OCCUCENTERS I LP 5080 SPECTRUM DR STE 1200W ADDISON, TX 75001-4624

WEBER MARK PO BOX 66359 HOUSTON, TX 77266-6359

SMELLEY KAREN 109 E 6TH ST DEER PARK, TX 77536-2721

JAM TEXAS PROPERTIES LLC 1003 BRIARMEAD DR HOUSTON, TX 77057-1146

LIEDER DARREL E & KENNA B 313 SYLVIA ST DEER PARK, TX 77536-3418

MEMON AMBER M 3810 BOGOTA DR PASADENA, TX 77505-3308

JUMON PROPERTIES LLC 714 CENTER ST DEER PARK, TX 77536-2746 ALLIED DEER PARK BANK % WELLS FARGO BANK 92556 PO BOX 63931 SAN FRANCISCO, CA 94163-0001

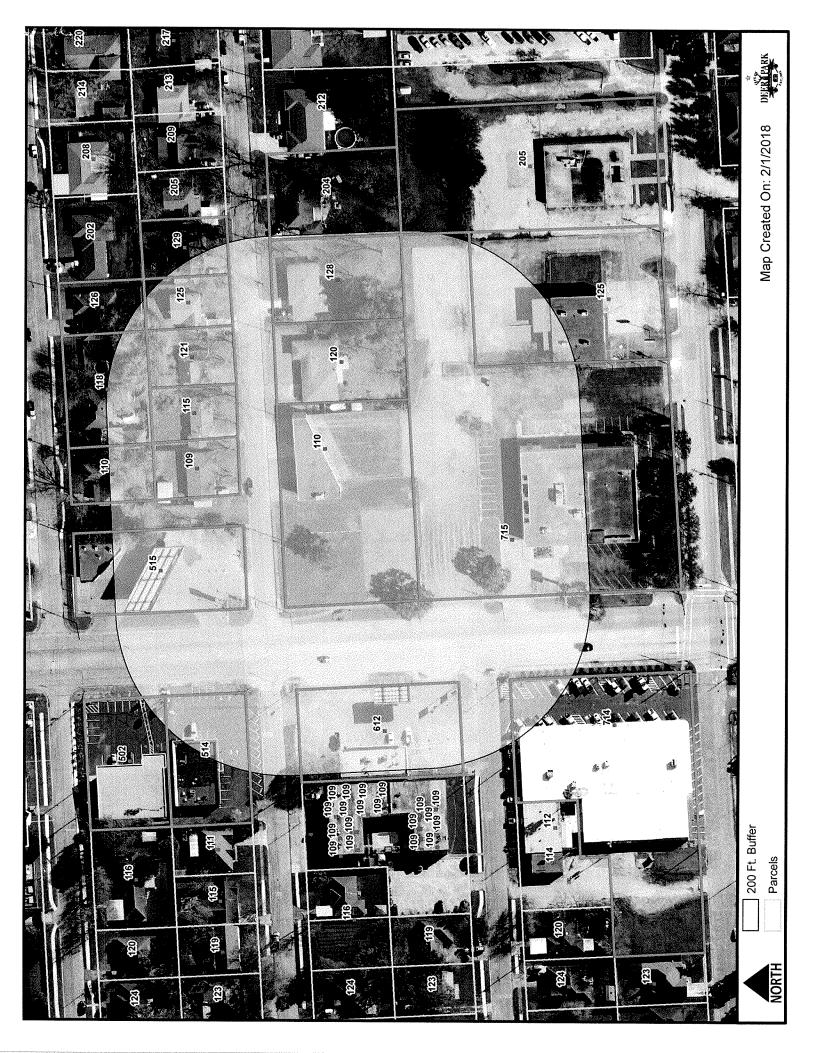
BUCHANAN JANA B 6111 COLFAX ST HOUSTON, TX 77020-3059

CURRENT OWNER 222 E X ST DEER PARK, TX 77536-3561

BROWN DAYNENE 116 W VAUGHN LN DEER PARK, TX 77536-4834

PURNELL ELIZABETH 319 BAY SPRING DR LEAGUE CITY, TX 77573-5773

MEMON AMBER M 514 CENTER ST DEER PARK, TX-77536-2742





Legislation Details (With Text)

File #:	BID [·]	18-015	Version:	1	Name:		
Туре:	Bids				Status:	Agenda Ready	
File created:	4/20/	/2018			In control:	City Council	
On agenda:	6/5/2	018			Final action:		
Title:	Awaı	rding bid fo	or a one-ye	ar sup	ply of gasoline ar	d diesel fuel.	
Sponsors:	Finar	nce					
Indexes:							
Code sections:							
Attachments:	Gase	oline and D	Diesel Sum	mary 2	<u>2018</u>		
	Gase	oline & Die	sel Bid Co	mparis	<u>son</u>		
Date	Ver.	Action By			Actio	n Res	ult
6/5/2018	1	City Cour	ncil				

Awarding bid for a one-year supply of gasoline and diesel fuel.

Summary:

On Tuesday May 29, 2018, the City received seven (7) bids for a one-year supply of gasoline and diesel fuel. The bids were based on plus or minus the oil price index sheets (OPIS) supplied by the fuel distributors. Given current market trends and the fluctuating price of gasoline and diesel fuel, the City considers this the fairest way to evaluate and analyze comparable price data for a one-year period. Bid tabulations were based on the total annual estimated fuel requirements of the City. The attached summary provides a breakdown of these bids with one rate shown for each bidder representing the total plus or minus OPIS rate. Based on this analysis, Lykins Energy Solutions has the lowest bid when all factors are considered.

Current Vendor:

Petroleum Traders Corporation

The current contract expires on June 30, 2018.

Fiscal/Budgetary Impact:

Gasoline and diesel fuel are budgeted within each respective department, as needed.

Award contract for a one-year supply of gasoline and diesel fuel to Lykins Energy Solutions, the

File #: BID 18-015, Version: 1

lowest bidder based on the +/- OPIS rate.

Gasoline and Diesel Summary 2018

Daily OPIS reading Thursday, May 24, 2018

Premium – 2.7575 Unleaded – 2.2911 Diesel – 2.3203

"Premium Unleaded"

Daily index reading + OPIS + state tax + federal tax + super fund tax

Lykins Energy Solutions

< 5,000 = 2.7575 + .0210 + .20 + .001 + .0019287 = 2.98 > 5,000 = 2.7575 - .0575 + .20 + .001 + .0019287 = 2.90

SC Fuels

< 5,000 = 2.7575 + .04100 + .2000 + .0010 + .001929 = 3.00>5,000 = 2.7575 + .00140 + .2000 + .0010 + .001929 = 2.96

Sun Coast Resources, Inc.

< 5,000 = 2.7575 + .0400 + .20 + .001929 + .00 = 3.00>5,000 = 2.7575 + .0298 + .20 + .001929 + .00 = 2.99

Gold Star Petroleum, Inc.

< 5,000 = 2.7575 + .1000 + .20 + .000 + .0009 = 3.06>5,000 = 2.7575 + .0275 + .20 + .000 + .0009 = 2.99

MidTex Oil L.P.

< 5,000 = 2.7575 + .12 + .20 + .1840 + .000 = 3.26>5,000 = 2.7575 + .01 + .20 + .1840 + .000 = 3.15

Apache Oil

< 5,000 = 2.7575 +.0495 + .20 + .184 + .0193 = 3.21 >5,000 = 2.7575 +.00 + .20 + .184 + .0193 = 3.16

Petroleum Traders Corporation

< 5,000 = 2.7575 +.045 + .20 + .0029 + .00 = 3.01 >5,000 = 2.7575 -.0944 + .20 + .0029 + .00 = 2.87

"Unleaded"

Daily index reading + OPIS + state tax + federal tax + super fund tax (federal law)

Lykins Energy Solutions

< 5,000 = 2.2911 + .0210 + .20 + .001 + .0019287 = 2.52> 5,000 = 2.2911 + .0089 + .20 + .001 + .0019287 = 2.50

SC Fuels

< 5,000 = 2.2911 + .03350 + .20 + .0010 + .001929 = 2.53 >5,000 = 2.2911 - .00610 + .20 + .0010 + .001929 = 2.49

Sun Coast Resources, Inc.

< 5,000 = 2.2911 + .0298 + .20 + .001929 + .00 = 2.52>5,000 = 2.2911 + .0100 + .20 + .001929 + .00 = 2.50

Gold Star Petroleum, Inc.

< 5,000 = 2.2911 + .1000 + .20 + .00 + .0009 = 2.59>5,000 = 2.2911 + .0275 + .20 + .00 + .0009 = 2.52

MidTex Oil L.P.

< 5,000 = 2.2911 + .12 + .20 + .1840 + .00 = 2.80>5,000 = 2.2911 + .01 + .20 + .1840 + .00 = 2.69

Apache Oil

< 5,000 = 2.2911 + .0495 + .20 + .184 + .0193 = 2.74>5,000 = 2.2911 + .000 + .20 + .184 + .0193 = 2.69

Petroleum Traders Corporation

< 5,000 = 2.2911+.045 + .20 + .0029 + .00 = 2.54 >5,000 = 2.2911 - .0112 + .20 + .0029 + .00 = 2.48

"Diesel"

Daily index reading + OPIS + state tax + federal tax + super fund tax (federal law)

Lykins Energy Solutions

< 5,000 = 2.3203 + .0329 + .20 + .001 + .002143 = 2.56 > 5,000 = 2.3203 + .0062 + .20 + .001 + .002143 = 2.53

SC Fuels

< 5,000 = 2.3203 + .03220 + .2000 + .0010 + .002143 = 2.56 >5,000 = 2.3203 - .00812 + .2000 + .0010 + .002143 = 2.52

Sun Coast Resources, Inc.

< 5,000 = 2.3203 + .0300 + .20 + .002143 + .00 = 2.55>5,000 = 2.3203 + .0050 + .20 + .002143 + .00 = 2.53

Gold Star Petroleum, Inc.

< 5,000 = 2.3203 + .1000 + .20 + .000 + .0009 = 2.62>5,000 = 2.3203 + .0275 + .20 + .000 + .0009 = 2.55

MidTex Oil L.P.

< 5,000 = 2.3203 + .12 + .20 + .2440 + .00 = 2.88>5,000 = 2.3203 + .01 + .20 + .2440 + .00 = 2.77

Apache Oil

< 5,000 = 2.3203 +.0945 + .20 + .244 + .00214 = 2.86 >5,000 = 2.3203 +.02 + .20 + .244 + .00214 = 2.79

Petroleum Traders Corporation

< 5,000 = 2.3203 +.045 + .20 + .0031 + .00 = 2.57 >5,000 = 2.3203 +.0065 + .20 + .0031 + .00 = 2.53

City of Deer Park Gasoline & Diesel Bid Comparison 2018

	Comparison based on 5000 Gallons (rarely exceed that volume)												
		<u>Apache</u>		<u>Gold Star</u>	Ly	<u>kins Energy</u>	Ν	<u>/lidTex Oil</u>	<u>Pe</u>	etro Traders	SC Fuels		<u>Suncoast</u>
<u>Rates</u>													
Diesel	\$	2.8609	\$	2.6212	\$	2.5563	\$	2.8843	\$	2.5684	\$ 2.5556	\$	2.5524
Unleaded	\$	2.7439	\$	2.5920	\$	2.5150	\$	2.7951	\$	2.5390	\$ 2.5275	\$	2.5228
Premium	\$	3.2103	\$	3.0584	\$	2.9814	\$	3.2615	\$	3.0054	\$ 3.0014	\$	2.9994
@ 5000 Gallons													
Diesel	\$	14,304.50	\$	13,106.00	\$	12,781.50	\$	14,421.50	\$	12,842.00	\$ 12,778.00	\$	12,762.00
Unleaded		13,719.50		12,960.00		12,575.00		13,975.50		12,695.00	12,637.50		12,614.00
Premium		16,051.50		15,292.00		14,907.00		16,307.50		15,027.00	 15,007.00		14,997.00
	\$	44,075.50	\$	41,358.00	\$	40,263.50	\$	44,704.50	\$	40,564.00	\$ 40,422.50	\$	40,373.00
Ranking		6		5		1		7		4	3		2



Legislation Details (With Text)

File #:	TAXR 18-022 Version: 1	Name:		
Туре:	Tax Refund	Status:	Agenda Ready	
File created:	5/9/2018	In control:	City Council	
On agenda:	6/5/2018	Final action:		
Title:	Approval of tax refund to Sto decrease granted by Harris (ership LTD in the amount of \$2,21 District.	4.71 due to a value
Sponsors:	Finance			
Indexes:				
Code sections:				
Attachments:				
Date	Ver. Action By	Ac	4	Result

6/5/2018 1 City Council

Approval of tax refund to Stockard Realty Partnership LTD in the amount of \$2,214.71 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Stockard Realty Partnership LTD in the total amount of \$2,214.71 due to a value decrease granted by Harris County Appraisal District on the 2017 Correction Roll #08 (Account #129-772-001-0003).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Stockard Realty Partnership LTD.



Legislation Details (With Text)

File #:	TAX	R 18-023	Version:	1	Name:		
Туре:	Тах	Refund			Status:	Agenda Ready	
File created:	5/9/2	2018			In control:	City Council	
On agenda:	6/5/2	2018			Final action:		
Title:) in the amount of \$648.25 due change granted by Harris Co	
Sponsors:	Fina	ince					
Indexes:							
Code sections:							
Attachments:							
Date	Ver.	Action By			Ac	tion	Result
6/5/2018	1	City Cou	ncil				

Approval of tax refund to Refund Advisory Corp in the amount of \$648.25 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Refund Advisory Corp in the total amount of \$648.25 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District on the 2017 Correction Roll #08 (Account #105-141-000-0004).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Refund Advisory Corp.



Legislation Details (With Text)

File #:	TAXR 18-024 Version: 1	Name:		
Туре:	Tax Refund	Status:	Agenda Ready	
File created:	5/9/2018	In control:	City Council	
On agenda:	6/5/2018	Final action:		
Title:	Approval of tax refund to Po decrease granted by Harris		eson LLP in the amount of \$2,044 District.	1.15 due to a value
Sponsors:	Finance			
Indexes:				
Code sections:				
Attachments:				
Date	Ver. Action By	A	ction	Result

6/5/2018 1 City Council

Approval of tax refund to Popp Gray & Hutcheson LLP in the amount of \$2,044.15 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Popp Gray & Hutcheson LLP in the total amount of \$2,044.15 due to a value decrease granted by Harris County Appraisal District on the 2017 Correction Roll #08 (Account #011-319-000-0126).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Popp Gray & Hutcheson LLP.



Legislation Details (With Text)

File #:	TAXR 18-025 Version: 1	Name:		
Туре:	Tax Refund	Status:	Agenda Ready	
File created:	5/9/2018	In control:	City Council	
On agenda:	6/5/2018	Final action:		
Title:	Approval of tax refund to Po decrease granted by Harris		eson LLP in the amount of \$1,15 District.	7.36 due to a value
Sponsors:	Finance			
Indexes:				
Code sections:				
Attachments:				
Date	Ver. Action By		Action	Result

Approval of tax refund to Popp Gray & Hutcheson LLP in the amount of \$1,157.36 due to a value decrease granted by Harris County Appraisal District.

Summary:

6/5/2018

1

City Council

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Popp Gray & Hutcheson LLP in the total amount of \$1,157.36 due to a value decrease granted by Harris County Appraisal District on the 2017 Correction Roll #08 (Account #011-319-000-0127).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Popp Gray & Hutcheson LLP.



Legislation Details (With Text)

File #:	TAXR 18-026 Version:	1	Name:		
Туре:	Tax Refund		Status:	Agenda Ready	
File created:	5/9/2018		In control:	City Council	
On agenda:	6/5/2018		Final action:		
Title:	Approval of tax refund to R value decrease granted by			e Services LLC in the amount of aisal District.	\$1,043.58 due to a
Sponsors:	Finance				
Indexes:					
Code sections:					
Attachments:					
Date	Ver. Action By		Ac	tion	Result

6/5/2018 1 City Council

Approval of tax refund to Ryan Tax Compliance Services LLC in the amount of \$1,043.58 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Ryan Tax Compliance Services LLC in the total amount of \$1,043.58 due to a value decrease granted by Harris County Appraisal District on the 2017 Correction Roll #08 (Account #011-319-000-0431).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Ryan Tax Compliance Services LLC.



Legislation Details (With Text)

F :1. #.	T A V	(D 40 007	\/	4	Nama		
File #:	IAX	(R 18-027	Version:	1	Name:		
Туре:	Tax	Refund			Status:	Agenda Ready	
File created:	5/9/2	2018			In control:	City Council	
On agenda:	6/5/2	2018			Final action:		
Title:						ount of \$788.36 due to a hom d by Harris County Appraisa	
Sponsors:	Fina	ance					
Indexes:							
Code sections:							
Attachments:							
Date	Ver.	Action By			Ac	ion	Result
6/5/2018	1	City Cou	ncil				

Approval of tax refund to Karol Davis in the amount of \$788.36 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Karol Davis in the total amount of \$788.36 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District on the 2016 Correction Roll #19 (Account #108-808-000-0017).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Karol Davis.



Legislation Details (With Text)

File #:	TAX	R 18-028	Version:	1	Name:		
Туре:	Tax	Refund			Status:	Agenda Ready	
File created:	5/9/2	2018			In control:	City Council	
On agenda:	6/5/2	2018			Final action:		
Title:						o. in the amount of \$562.31 de change granted by Harris C	
Sponsors:	Fina	ince					
Indexes:							
Code sections:							
Attachments:							
Date	Ver.	Action By			Ac	tion	Result
6/5/2018	1	City Cou	ncil				

Approval of tax refund to Refund Advisory Corp. in the amount of \$562.31 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Refund Advisory Corp in the total amount of \$562.31 due to a homestead exemption, an over-65 exemption, and a freeze change granted by Harris County Appraisal District on the 2016 Correction Roll #19 (Account #105-141-000-0004).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to Refund Advisory Corp.



Legislation Details (With Text)

File #:	TAX	(R 18-029	Version:	1	Name:		
Туре:	Тах	Refund			Status:	Agenda Ready	
File created:	5/9/2	2018			In control:	City Council	
On agenda:	6/5/2	2018			Final action:		
Title:					nal Tax Search I unty Appraisal [LC in the amount of \$4,053 District.	.60 due to a value
Sponsors:	Fina	ince					
Indexes:							
Code sections:							
Attachments:							
Date	Ver.	Action By			Ac	tion	Result
6/5/2018	1	City Cou	ncil				

Approval of tax refund to National Tax Search LLC in the amount of \$4,053.60 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

National Tax Search LLC in the total amount of \$4,053.60 due to a value decrease granted by Harris County Appraisal District on the 2016 Correction Roll #19 (Account #021-157-000-0026).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to National Tax Search LLC.



Legislation Details (With Text)

File #:	TAX	(R 18-030	Version:	1	Name:		
Туре:	Тах	Refund			Status:	Agenda Ready	
File created:	5/9/2	2018			In control:	City Council	
On agenda:	6/5/2	2018			Final action:		
Title:					nal Tax Search unty Appraisal [LC in the amount of \$4,781.4 District.	19 due to a value
Sponsors:	Fina	ince					
Indexes:							
Code sections:							
Attachments:							
Date	Ver.	Action By			Ac	tion	Result
6/5/2018	1	City Cou	ncil				

Approval of tax refund to National Tax Search LLC in the amount of \$4,781.49 due to a value decrease granted by Harris County Appraisal District.

Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

National Tax Search LLC in the total amount of \$4,781.49 due to a value decrease granted by Harris County Appraisal District on the 2015 Correction Roll #30 (Account #021-157-000-0026).

Fiscal/Budgetary Impact:

None.

Approve the tax refund to National Tax Search LLC.



Legislation Details (With Text)

File #:	ACT 18-014 Version: 1 Name:	
Туре:	Acceptance Status: Agenda Ready	
File created:	5/22/2018 In control: City Council	
On agenda:	5/5/2018 Final action:	
Title:	Acceptance of completion of the Manhole Rehabilitation Project Phase - 2.	
Sponsors:	Public Works	
Indexes:		
Code sections:		
Attachments:	inal invoice for MH rehab phase 3	
Date	er. Action By Action F	Result
6/5/2018	City Council	

Acceptance of completion of the Manhole Rehabilitation Project Phase - 2.

Summary: Fuquay, Inc. has completed the Manhole Rehabilitation Project - Phase 2 and is now ready for Council acceptance. The project consisted of lining manholes identified in a report that needed to be rehabilitated in order to extend the manholes structural integrity. The contract was completed in the amount of \$229,912.00. Retainage for this project totaling \$22,991.20 will be released upon acceptance.

Fiscal/Budgetary Impact:

This Project was funded through Water/Sewer Bond Funds

Staff is requesting acceptance and release of retainage for the completed project



P. O. Box 310946, New Brandley, TX 78131

Phone (230) 596-1482 Far (320) 606-1885



	Project Phase 2
	ne of Project: Manhole Rehabilitation Project Phase 2
	Manho
UAY, INC.	ne of Project:

FUCUOUX, INC. FUCUAV, INC. Name of Project: Manho Invoice # Artainage Parte: May 4, 2018

Date: May 4, 2018														
and the second se	Description	Unit	ν. Δ	co qn		Unit Price	Criginal Contract Amount	Contract Amount	QTY This Period	Previous QTY	CTY to Date	% Complete	Total This Pay Estimate	Total to Date
											-			
17102	Condition Standards and Repair Methods Condition 2	SQFT	2775		2775	21.00	58,275.00	58,275, DO		2775	2775	100.0%	00'0	58,275,00
	Condition Standards and Repair Methods													
17103	Condition 3	SQFT	2258		2258	37.00	83,546.00	83,546,00		2258	2258	100.0%	00.0	83,546,00
	Inflow & Infiltration Repair - Injection of					_								
17104	Chemical Grout Material	GAL	12		77	240.00	2,380.00	2,880.00		77	12	100.0%	00'0	2,880.00
	Inflow & Infiltration Repair Injection of													
17105	Chemical Grout Material-Labor &	Ë	5		1	185.00	2.220.00	2,220,00		£	5	240 UQL	000	טט טבב ב
	Manhole Beach and Invert Banair A'				[
17106	Diameter Base	EA	34		34	600.00	20,400,00	20,400,00		34	34	100.0%	0.00	20.400.00
	Manhole Bench and Invert Repair 5'													
17107	Diameter Base	Ę	7		2	720,00	1,440.00	1,440,00		ч	2	100.0%	0-00	1,440.00
17108	Manhole Bench and Invert Repair 6	₹3	17		2	840.00	1,680.00	1,680.00		2	2	100.0%	0.00	1,680.00
17110	Structure Base Repair (any size)	SQFT	51		51	39,00	1,989.00	1,989.00		51	51	100.0%	0,00	1,989.00
17112	New manhole frame and cover	EA	2		2	00'00E'T	2,600.00	2,600,00		2	2	100.0%	0,00	2,600.00
17114	Adjust manhole frame and cover	EA	1		1	750.00	750.00	750,00		1	1	100.0%	0.00	750.00
	Manhole Rehabilitation - Cementitious													
17115	(CRM) only ~ 1/2 inch thickness	SQFT	1069		1069	11.00	11,759.00	11,759.00		1069	1069	100.0%	00.00	11,759.00
2+243	Manhole Rehabilitation - Polyurethane Abrak anti	Contraction of the second s	C u u u		055	UU EC	12 650.00	00.053.51		520	550	30 00 F	0000	00 029 CT
	Remove and/or Abrade Existing Coatings													
17119	within Manhole or Structure	soff	1841		1841	5.00	9,205.00	9,205.00		1841	1841	100,0%	0.0	9,205.00
17120	Provide and install internal Drop Assembly, up to 12"	EA	00		00	1,700.00	13,600.00	13,600,00		80	60	100.0%	0,0	13,600,00
17127	Install Ring Encasement	EA	2	-1.	2	745.00	1,490,00	1,490.00		2	2	100.0%	0010	1,450.00
80 F.4	Travel and Mobilization- Manhole Potestification Creat from Navi Benutiale TV	3 104	101		291	Ę	00 461 5	מח אבו כ		Vo.	00 F	100.0%	50	UU VEF F
n7) //			1		, , 					5	ļ	1000		
59552	I I Fattic control	אט	n		n	200.005	7./00.001	7./00.00		"	'n	NU.UV	0.00	7,700,00
29385	Lighted Arrow Board (Per Arrow Board)	DAY	m		m	198.00	594.00	594.00		m	m	100.0%	0.00	594.00
										_				
							-							
							\$229,912.00	\$229,912.00					\$0.00	\$229,912,00

1

Total to Date: 229,912.00 Less 0% retainage: 229,912.00 Less Previous Paid: 229,323.00 Less Previous Paid: 206,320.80 Total Due This Period: 22,991.20

MAKE ALL CHECKS PAYABLE TO: Euguay, Inc. Attin Accounts Receivable PO Box 310946 New Braunfels, TX 78131

•

•

5229,912.00 \$229,912.00

50.00 \$229,912.00

CONTRACTOR'S ONE-YEAR MAINTENANCE AGREEMENT

I, <u>David M Kallfelz</u>, the undersigned being the authorized representative of <u>Fuquay</u>. Inc. do on behalf of said company guarantee all the work performed under this contract on the <u>Manhole Rehabilitation Project Phase 2 Project</u> to be free from faulty materials and free from faulty workmanship and agree to replace without any additional cost to the Owner such work as may be found to be unsatisfactory, and to make good all damages to the work done by us or by our subcontractors as a result of improper workmanship and materials.

City Council accepted completion of the project at their meeting held on ______. This guarantee shall cover a period of one year from the date of acceptance of all the work. Neither the final acceptance by the City nor any provisions in the contract documents shall relieve us of the guarantee provision or our responsibility to replace any faulty part of our work during the period of the time covered by this guarantee.

One-Year Maintenance Agreement begins on March 31, 2018 and the agreement ends twelve months later on March 31, 2019.

David M Kallfelz CONSTRACTOR'S REPRESENTATIVE'S NAME

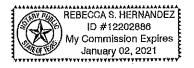
05/04/2018 DATE

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE

Sworn to and subscribe before me by said DAVID M. KALLFELZ on

May 4

2018, to certify which witness my hand and seal of office.



ternande NOTARY PUBLIC

AFFIDAVIT OF BILLS PAID

STATE OF TEXAS

COUNTY OF COMAL

I, the undersigned, a representative of Fuquay, Inc. under its contract with the City of Deer Park for the construction of the following:

Manhole Rehabilitation Project Phase 2

do hereby certify under oath that all bills for this project have been paid in accordance with the contract documents and specifications.

David M Kallfelz CONTRACTOR'S REPRESENTATIVE'S NAME

05/04/2018

DATE

SIGNATURE OF REPRESENTATIVE

Sworn to and subscribed before me by said DAVID M. KAUTELE

on <u>May 4, 2018</u>, 2018, to certify which witness my hand and seal

of office.

bernard NOTARY PUBLIC

REBECCA S. HERNANDE ID #12202886 Commission Expires January 02, 2021

May 4	2018
DATES	



Legislation Details (With Text)

File #:	ACT	18-015	Version:	1	Name:	
Туре:	Acce	eptance			Status:	Agenda Ready
File created:	5/23	8/2018			In control:	City Council
On agenda:	6/5/2	2018			Final action:	
Title:	Acce	eptance of	f completior	of th	e Electronic Mar	quee Message Signs Project.
Sponsors:	Infor	rmation Te	echnology S	ervic	es	
Indexes:						
Code sections:						
Attachments:		mple of Si cs. of Sigr				
Date	Ver.	Action By	/		Act	ion Result
6/5/2018	1	City Cou	ıncil			

Acceptance of completion of the Electronic Marquee Message Signs Project.

Summary: National Signs has completed the Electronic Marquee Message Sign Project and is now ready for Council acceptance. The project consisted of installing five (5) signs at the following locations: Community Center, Library, Court/Theater, Golf Course and Animal Control. The contract was completed under Buy board contract #512-16 in the amount of \$233,100. Remaining funds for this project totaling \$21,900 will be released upon acceptance.

As previously discussed, these signs are not part of the Wayfinding program, but the design is complimentary and consistent with the Wayfinding design. Also, National Signs is a different company than National Sign Plaza, which is the provider of the Wayfinding signs.

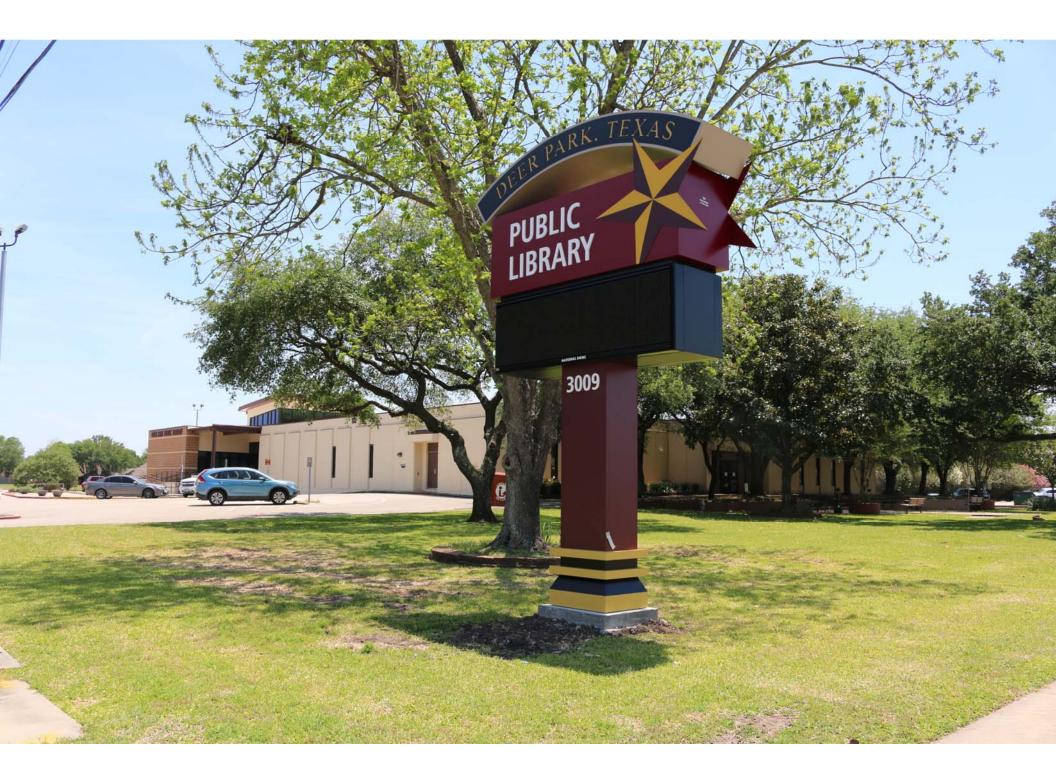
Fiscal/Budgetary Impact:

The Project was funded through three separate accounts: 90-411-4903, 26-405-4903 and 84-703-4903

Staff is requesting acceptance and release of remaining funds for the completed project







DEER PARK

NATIONAL SIGNS

ANIMAL CONTROL & ADOPTION CENTER



AND CAP, BREAK OUT PAD, BELOW GRADE FOUNDATION TO REMAIN IN PLACE NEW SIGN WILL NOT BE IN SAME LOCATION AS EXISTING





2611 EL CAMINO • HOUSTON, TEXAS 77054 TEL: 713.863.0600 • FAX: 713.863.7585 www.NationalSigns.com

PROJECT: DEER PARK GOLF COURSE

LOCATION: 1600 GEORGIA STREET

CITY/STATE: DEER PARK, TX 77536

SALES REP: REBECCA BRUCE

DATE : 4.14.2017

DRAWN BY: JORGE G.

QUALITY REVIEW

DRAWING#: PD17 28120 FABRICATION READ

HIS RENDERING IS THE PROPERTY OF NATIONAL SIGNS, LLC ANY REPRODUCTION OR EXHIBITION OF THIS DRAWING IS TRICTLY PROHIBITED. ©2017 NATIONAL SIGNS, LLC. THI RENDERING MAY NOT BE USED TO CONSTRUCT AND/OR BUILD WHAT IS DEPICTED HEREIN WITHOUT THE EXPRESS WRITTEN CONSENT OF NATIONAL SIGNS, LLC



120 VOLT ELECTRICAL SERVICE LED DISPLAY sign ELECTRICAL LOAD: 2.25 Amps @120V 12.5 Amps @120V 20 AMP CIRCUIT(S): 1@120V 2 @120V PROVIDE PRIMARY ELECTRICAL WITHIN 6' OF STREET END OF SIGN CLIENT TO PROVIDE ALL PRIMARY ELECTRICAL SERVICES TO THE SIGN UNLESS OTHERWISE SPECIFIED REVISIONS C 6.28.17 Revised text Jorge 7.10.17 Revised concrete pad Jorge D 7.19.17 Added engineering details Jorge E F 1.26.18 Revised text Jorge G 2.13.18 Revised copy Jorge 🖲 UL INSTALLATION REQUIREMENTS 🖲 THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER

APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN

SIGN TYPE A

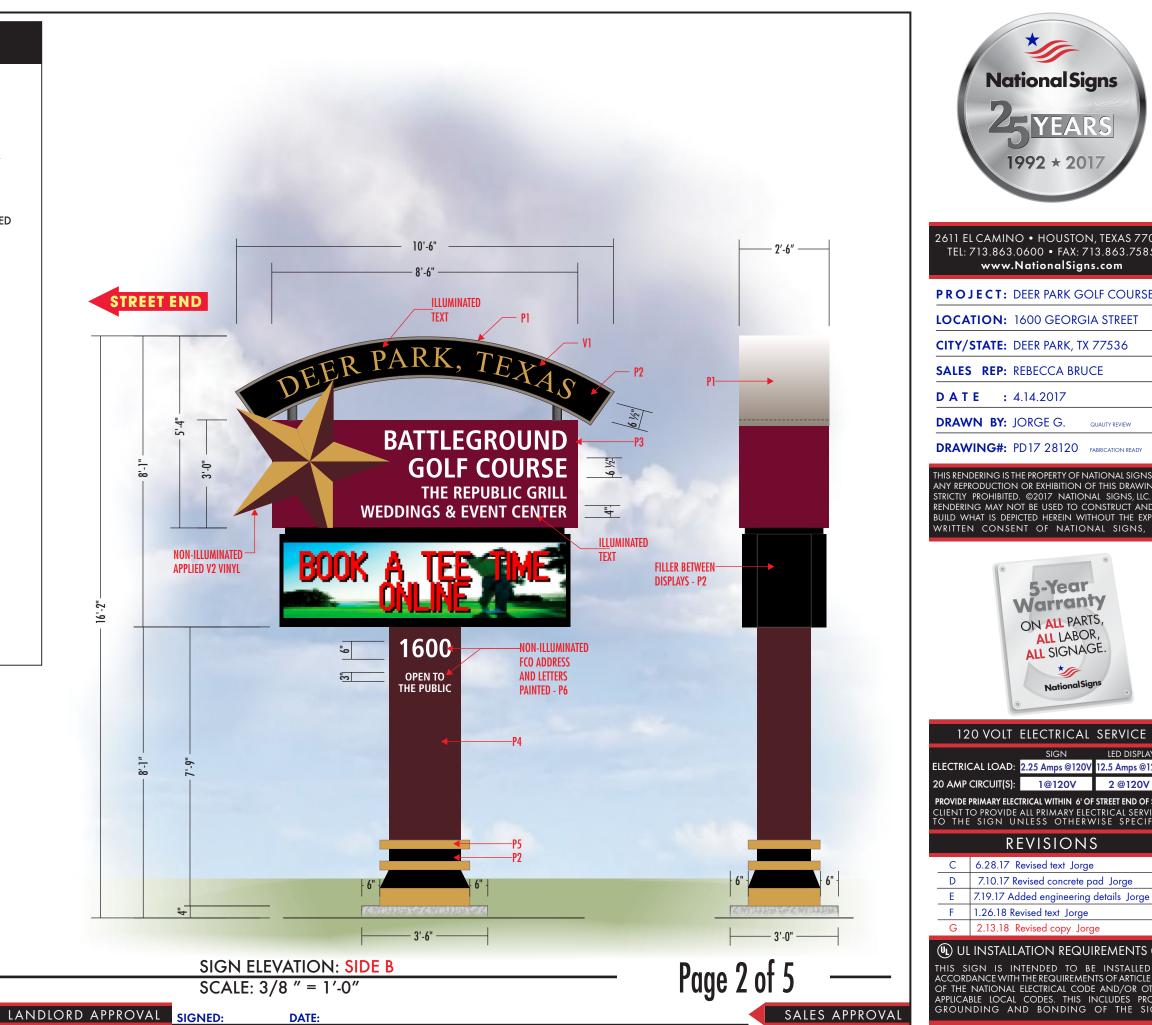
QUANTITY - 1

FABRICATE AND INSTALL DOUBLE FACED PYLON SIGN

ALL ALUMINUM CONSTRUCTION:

- ARCHED CABINET: FINISH: P1 AND P2
- TEXT: ROUTED INTO FACE AND BACKED WITH 3/16" THICK, #7328 WHITE ACRYLIC, WITH 1ST SURFACE APPLIED, V1 VINYL
- SUPPORT PIPES: 3 1/2"Ø STANDARD STEEL PIPE W/4" O.D. X .226 THICK WALL FINISH: P2
- MAIN ID CABINET: FINISH: P3
- LOGO AND TEXT: ROUTED INTO FACE AND BACKED WITH 3/4" THICK CLEAR ACRYLIC, 3/8" TO EXTEND PAST FACE – 2nd SURFACE VINYL DIFFUSER APPLIED AND 1ST SURFACE APPLIED WHITE VINYL
- FLAT CUT OUT STAR: .125 ALUMINUM FLUSH MOUNTED TO CABINET FACES FINISH: P3 WITH APPLIED V2 VINYL
- REVEAL: 2" HIGH, FINISH: P2
- LED DISPLAYS:
- 40 X 150 FULL COLOR LED MATRIX (15.85mm PIXEL PITCH)
- 2'-1" HIGH 7'-10" WIDE DISPLAY AREA
- 2'-7" HIGH 8'-1" WIDE CABINET
- FULLY PROGRAMMABLE TEXT & GRAPHICS
- COMMUNICATIONS: ETHERNET BRIDGE RADIO REQUIRED ONLY IF DISTANCE BETWEEN ETHERNET ROUTER AND LED DISPLAY IS OVER 250 FEET
- OPEN LINE OF SIGN FROM TRANSMITTER TO SIGN REQUIRED - TEMPERATURE SENSOR IS NOT INCLUDED
- FILLER BETWEEN CABINETS: FINISH: P2
- POLE COVER: FINISH: P2 AND P3
- ACCENTS ON POLE COVER: FINISH: P5
- ADDRESS: 1/2" THICK FLAT CUT OUT ACRYLIC FLUSH MOUNTED TO POLE COVER, FINISH; P6
- CONCRETE PAD: 3" LARGER ALL AROUND THAN SECTION ABOVE. MIN 3" ABOVE GRADE/ MIN 3" BELOW GRADE
- SUPPORT: 8"Ø STANDARD STEEL PIPE W/8.63" O.D. X .322 THICK WALL
- FOUNDATION: 36" X 7'-4" DEEP CONCRETE PIER
- INTERNALLY ILLUMINATED
- ALUMINUM ANGLE FRAME
- NO VISIBLE FASTENERS ON FACE
- COUNTER SUNK SCREWS ON ENDS



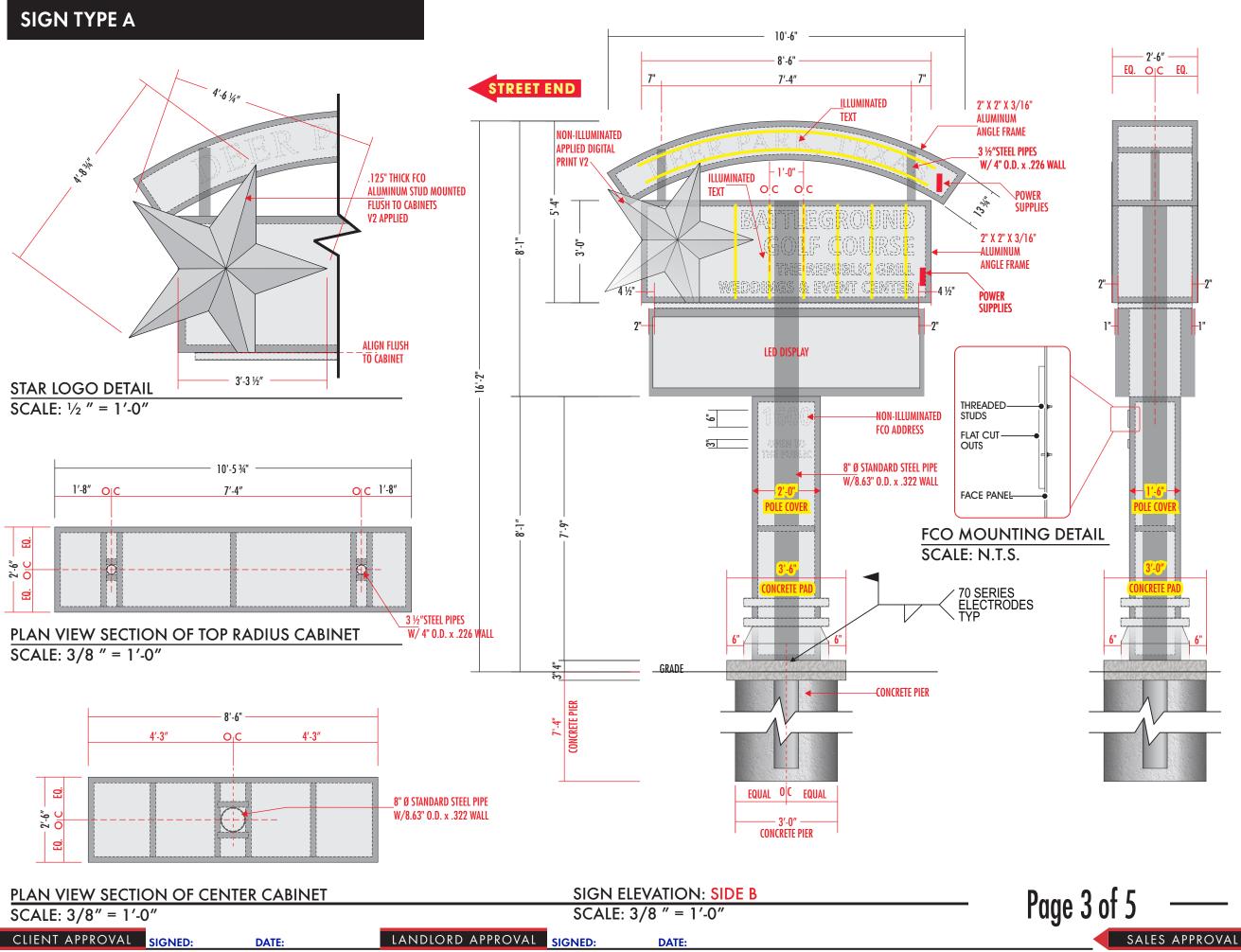


2611 EL CAMINO • HOUSTON, TEXAS 77054 TEL: 713.863.0600 • FAX: 713.863.7585

PROJECT: DEER PARK GOLF COURSE

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	12		ELECTRICAL	SERVICE		
	12					
			SIGN	LED DISPLAY		
El	ECTRIC	Cal load:	2.25 Amps @120V	12.5 Amps @120V		
2	0 AMP	CIRCUIT(S):	1@120V	2 @120V		
С	LIENT T	O PROVIDE	ALL PRIMARY ELEC	STREET END OF SIGN CTRICAL SERVICES VISE SPECIFIED		
		RI	EVISIONS	5		
	С	6.28.17 R	levised text Jorge			
_	D 7.10.17 Revised concrete pad Jorge					
	E 7.19.17 Added engineering details Jorge					
	F	1.26.18 Re	vised text Jorge			
	G	2.13.18 R	levised copy Jorg	le		
T A C A	HIS SI CCORE OF THE .PPLICAI	GN IS IN DANCE WITH NATIONAL BLE LOCAL	ELECTRICAL CODE	INSTALLED IN ITS OF ARTICLE 600 AND/OR OTHER NCLUDES PROPER		





PROJECT: DEER PARK GOLF COURSE

LOCATION: 1600 GEORGIA STREET

CITY/STATE: DEER PARK, TX 77536

SALES REP: REBECCA BRUCE

DATE : 4.14.2017

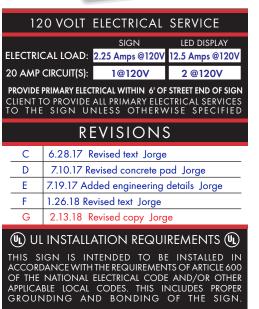
DRAWN BY: JORGE G.

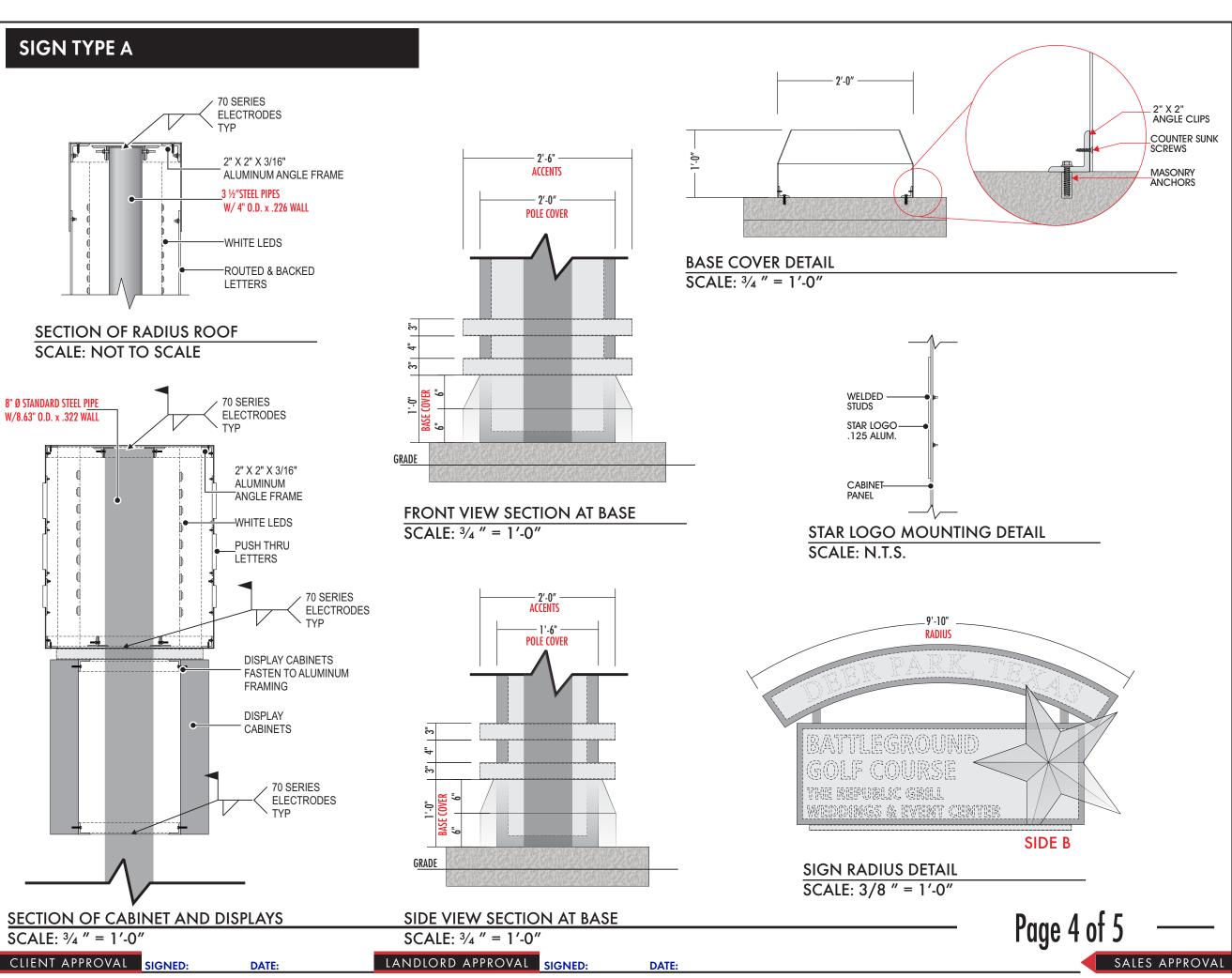
QUALITY REVIEW

DRAWING#: PD17 28120 FABRICATION READ

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2611 EL CAMINO • HOUSTON, TEXAS 77054 TEL: 713.863.0600 • FAX: 713.863.7585 www.NationalSigns.com

PROJECT: DEER PARK GOLF COURSE

LOCATION: 1600 GEORGIA STREET

CITY/STATE: DEER PARK, TX 77536

SALES REP: REBECCA BRUCE

DATE : 4.14.2017

DRAWN BY: JORGE G.

QUALITY REVIEW

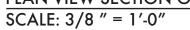
DRAWING#: PD17 28120 FABRICATION REA

HIS RENDERING IS THE PROPERTY OF NATIONAL SIGNS, LLC ANY REPRODUCTION OR EXHIBITION OF THIS DRAWING IS STRICTLY PROHIBITED. ©2017 NATIONAL SIGNS, LLC. THI RENDERING MAY NOT BE USED TO CONSTRUCT AND/OR BUILD WHAT IS DEPICTED HEREIN WITHOUT THE EXPRESS WRITTEN CONSENT OF NATIONAL SIGNS, LLC



12	20 VOLT	ELECTRICAL	SERVICE
		sign	LED DISPLAY
ELECTRI	CAL LOAD:	2.25 Amps @120V	12.5 Amps @120V
20 AMP	CIRCUIT(S):	1@120V	2 @120V
	TO PROVIDE	TRICAL WITHIN 6' OF ALL PRIMARY ELEC NLESS OTHERW	
	R	EVISIONS	\$
С	6.28.17	Revised text Jorge	
D	7.10.17 R	evised concrete p	ad Jorge
E	7.19.17 A	dded engineering	details Jorge
F	1.26.18 R	evised text Jorge	
G	2.13.18	Revised copy Jorg	le
THIS S ACCOR OF THE APPLICA	GIGN IS IN DANCEWITH NATIONAL ABLE LOCAL		E INSTALLED IN ITS OF ARTICLE 600

DATE:



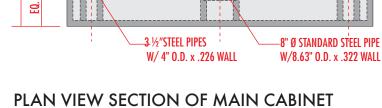
8 ¼"

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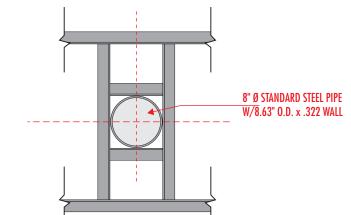
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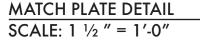
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3'-6 ³⁄4"







8'-6"

olc

3'-6 ¾"

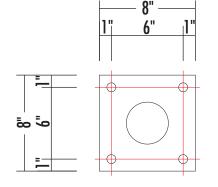
,**8** ¼"

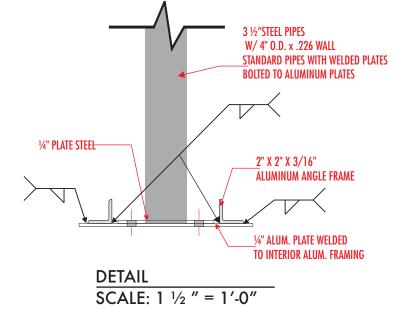
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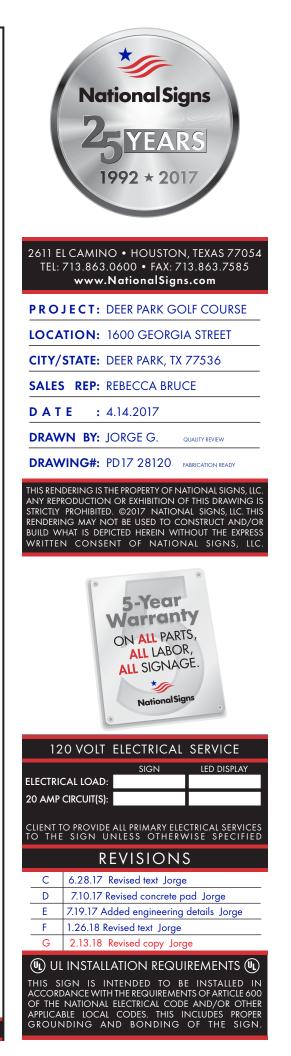
Ŭ,

W/ (4) 3/8″ Ø THRU BOLTS Bolted to Aluminum Framing

8" X 8" X 3/8" MATCH PLATE

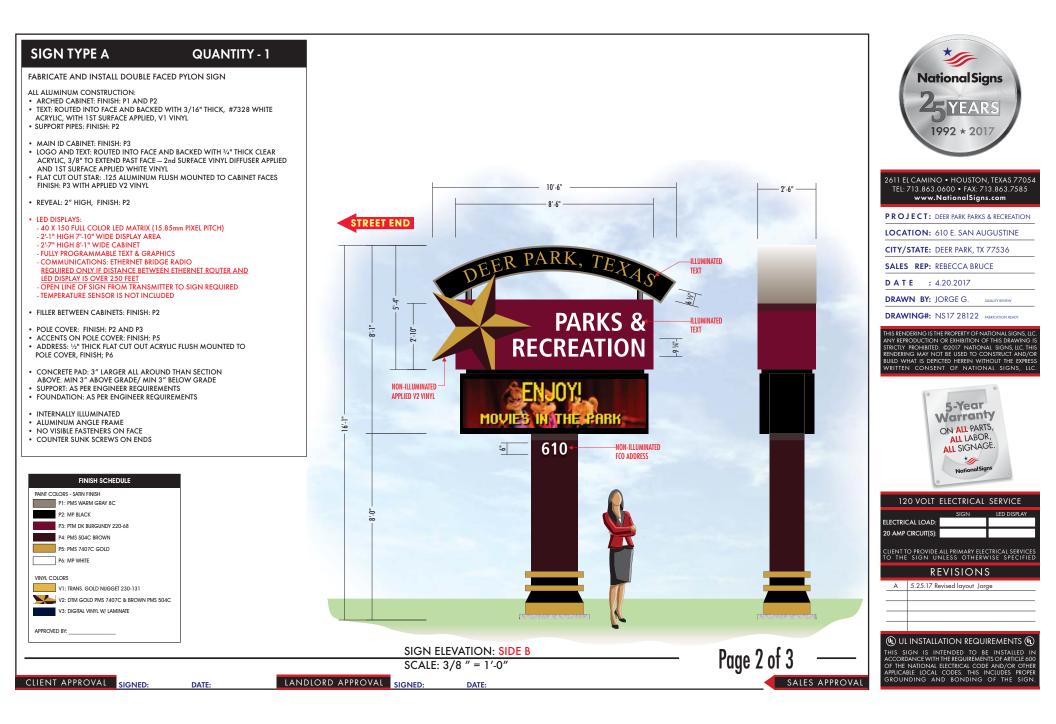






SALES APPROVAL

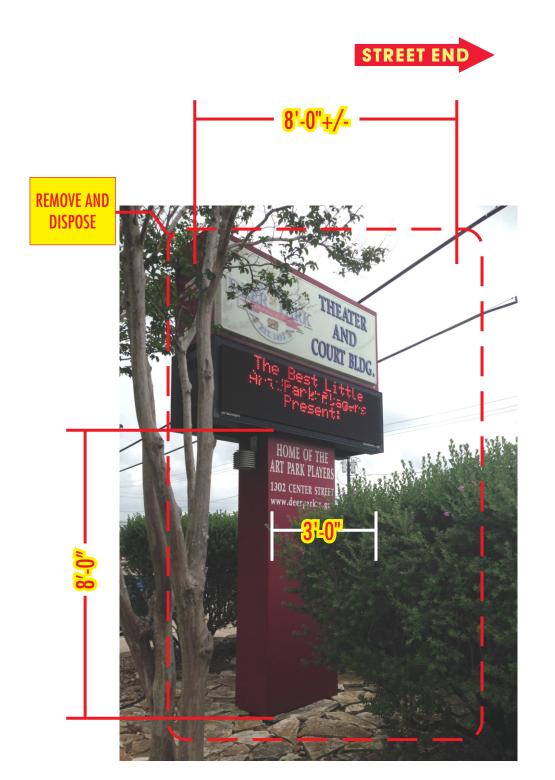






SIGN TYPE A

REMOVE AND DISPOSE OF EXISTING SIGN, CUT SUPPORT TO GRADE AND CAP, BREAK OUT PAD, BELOW GRADE FOUNDATION TO REMAIN IN PLACE NEW SIGN WILL NOT BE IN SAME LOCATION AS EXISTING



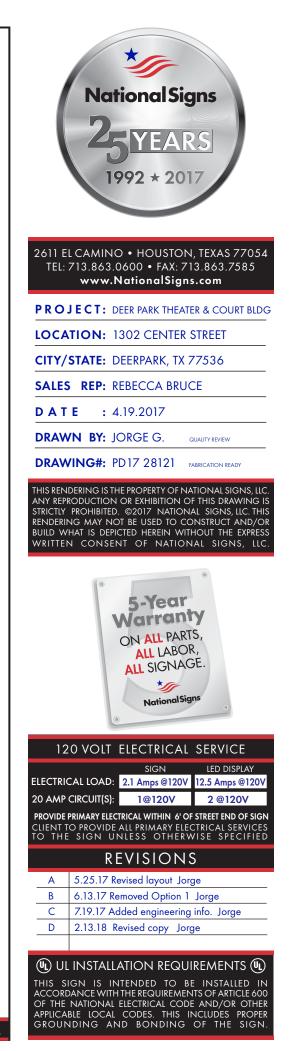


STREET END

UPDATED CONDITIONS



Page 1 of 5 ——



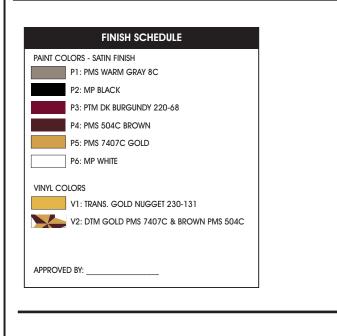
SIGN TYPE A

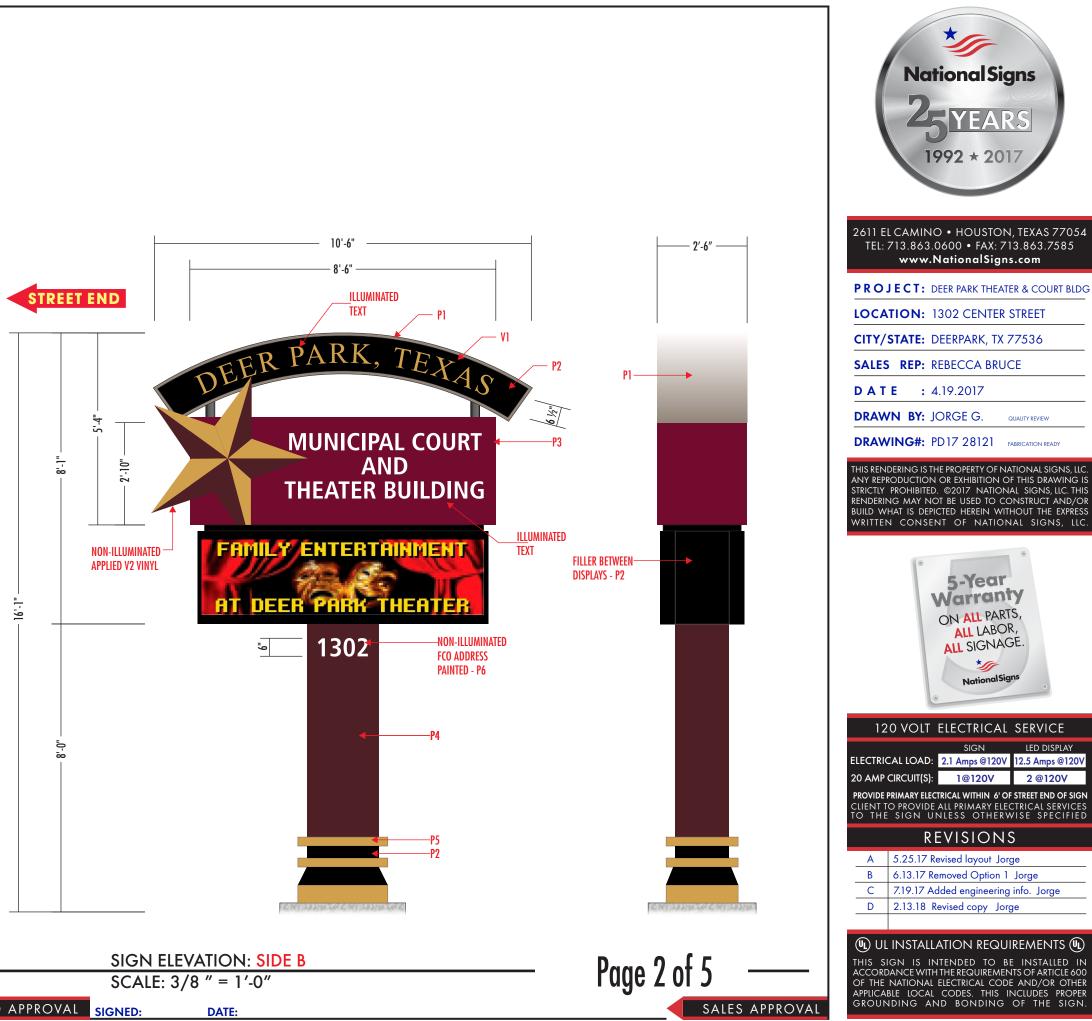
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- LOGO AND TEXT: ROUTED INTO FACE AND BACKED WITH 3/4" THICK CLEAR ACRYLIC, 3/8" TO EXTEND PAST FACE – 2nd SURFACE VINYL DIFFUSER APPLIED AND 1ST SURFACE APPLIED WHITE VINYL
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- REVEAL: 2" HIGH, FINISH: P2
- LED DISPLAYS:
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- 2'-7" HIGH 8'-1" WIDE CABINET
- FULLY PROGRAMMABLE TEXT & GRAPHICS
- COMMUNICATIONS: ETHERNET BRIDGE RADIO REQUIRED ONLY IF DISTANCE BETWEEN ETHERNET ROUTER AND LED DISPLAY IS OVER 250 FEET
- OPEN LINE OF SIGN FROM TRANSMITTER TO SIGN REQUIRED
- TEMPERATURE SENSOR IS NOT INCLUDED
- FILLER BETWEEN CABINETS: FINISH: P2
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- ALUMINUM ANGLE FRAME
- NO VISIBLE FASTENERS ON FACE
- COUNTER SUNK SCREWS ON ENDS



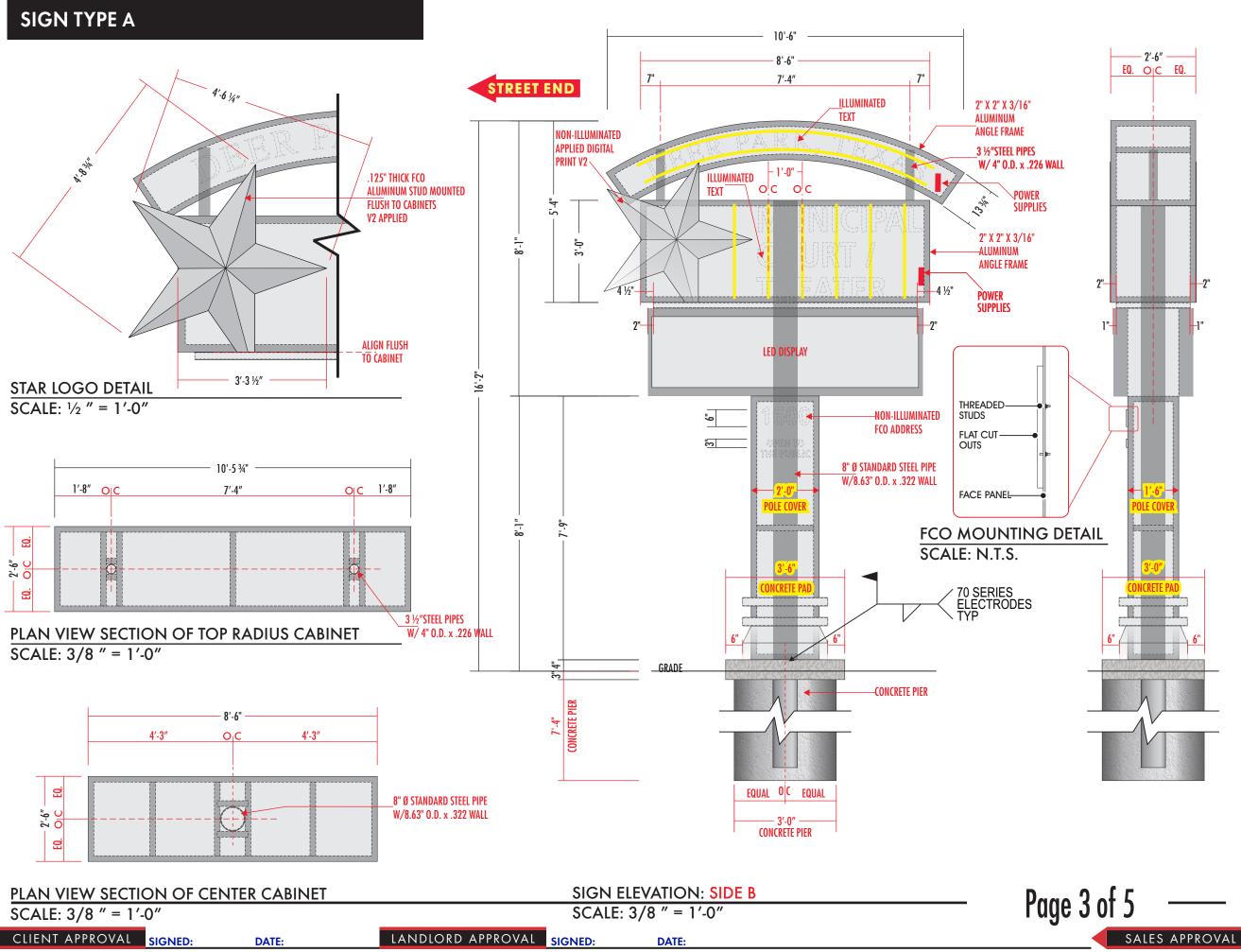


QUALITY REVIEW

FABRICATION READ

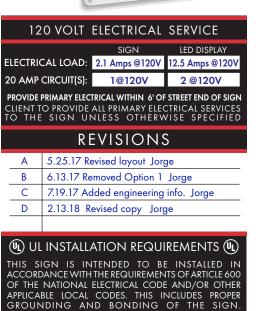
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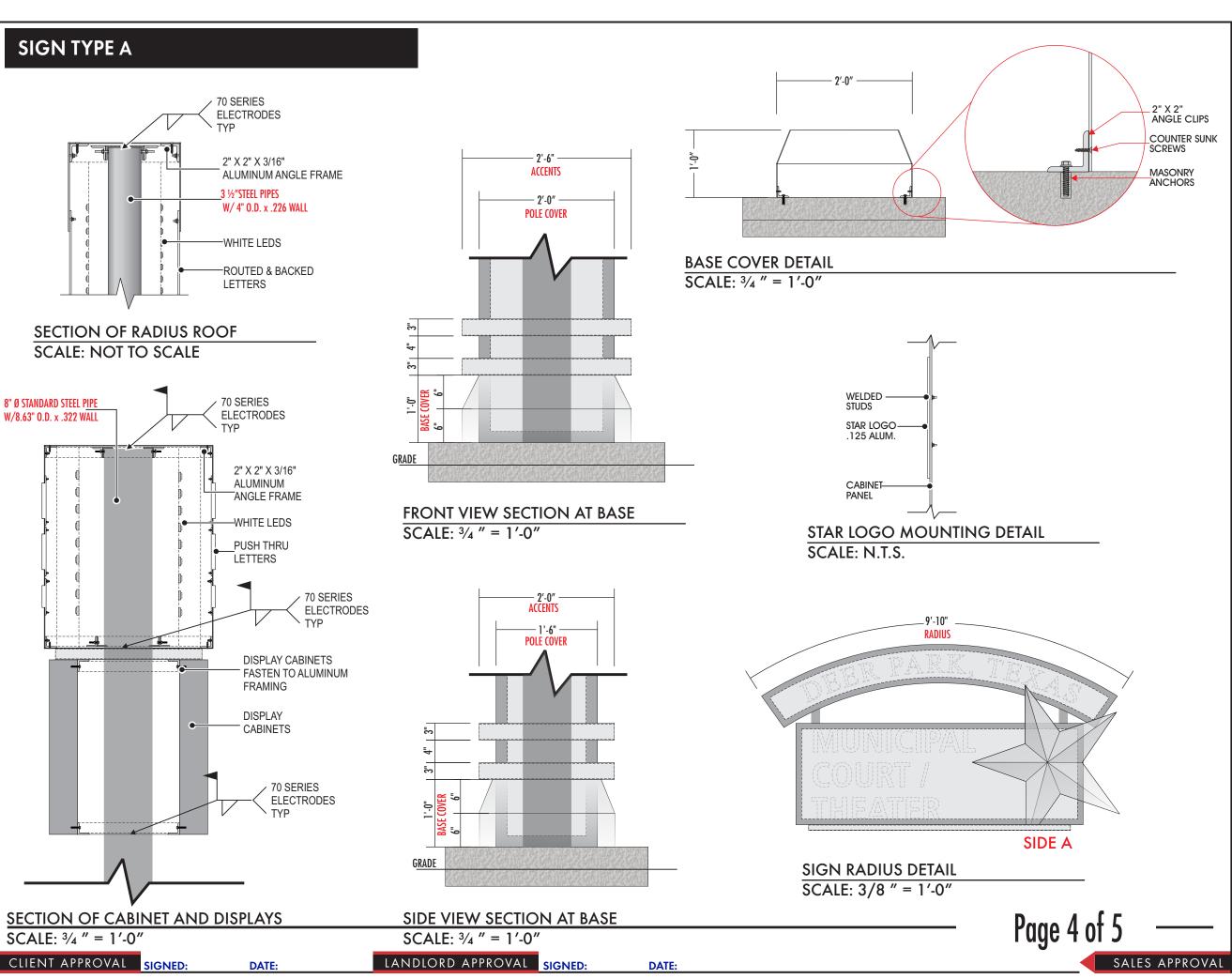














2611 EL CAMINO • HOUSTON, TEXAS 77054 TEL: 713.863.0600 • FAX: 713.863.7585 www.NationalSigns.com

PROJECT: DEER PARK THEATER & COURT BLDG

LOCATION: 1302 CENTER STREET

CITY/STATE: DEERPARK, TX 77536

SALES REP: REBECCA BRUCE

DATE : 4.19.2017

DRAWN BY: JORGE G.

DRAWING#: PD17 28121 FABRICATION REAL

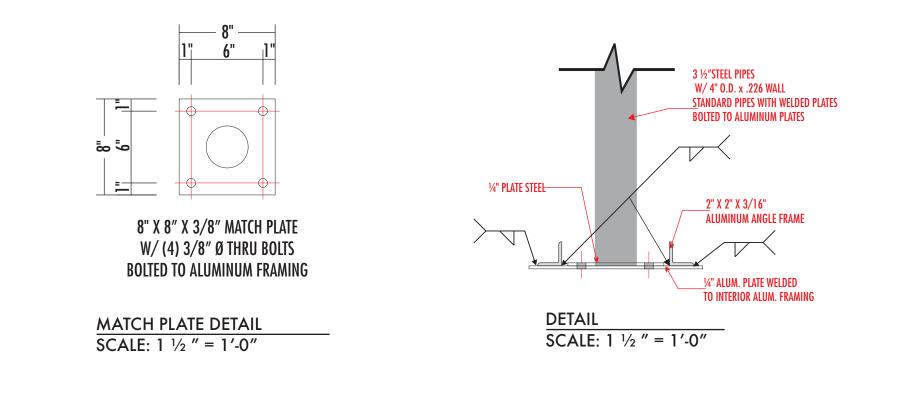
QUALITY REVIEW

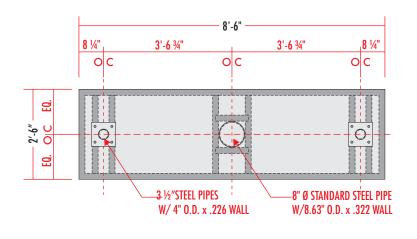
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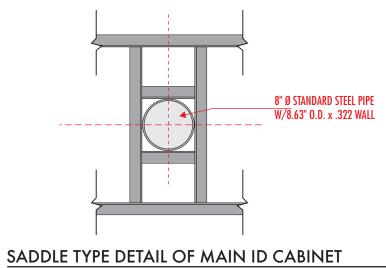
120 VOLT ELECTRICAL SERVICE LED DISPLAY sign ELECTRICAL LOAD: 2.1 Amps @120V 12.5 Amps @120V 20 AMP CIRCUIT(S): 1@120V 2 @120V PROVIDE PRIMARY ELECTRICAL WITHIN 6' OF STREET END OF SIGN CLIENT TO PROVIDE ALL PRIMARY ELECTRICAL SERVICES TO THE SIGN UNLESS OTHERWISE SPECIFIED REVISIONS A 5.25.17 Revised layout Jorge 6.13.17 Removed Option 1 Jorge В С 7.19.17 Added engineering info. Jorge 2.13.18 Revised copy Jorge D 🕒 UL INSTALLATION REQUIREMENTS 🖲

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.



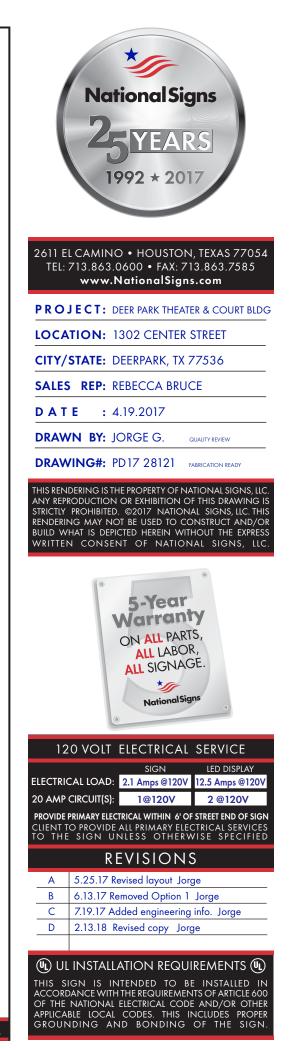




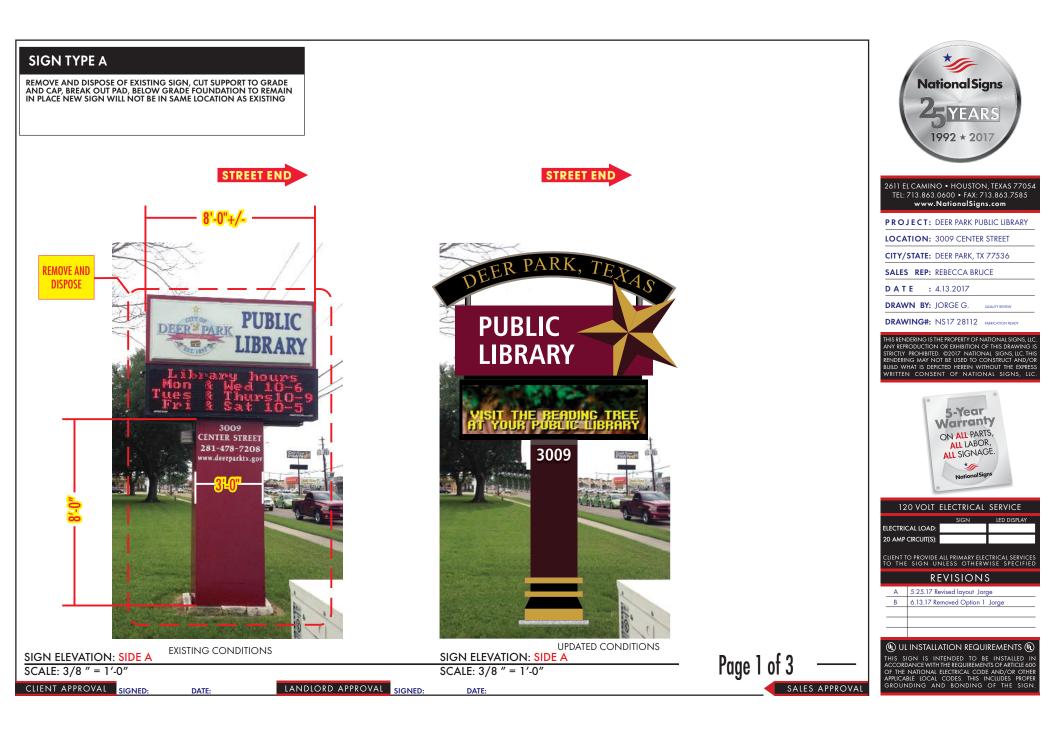


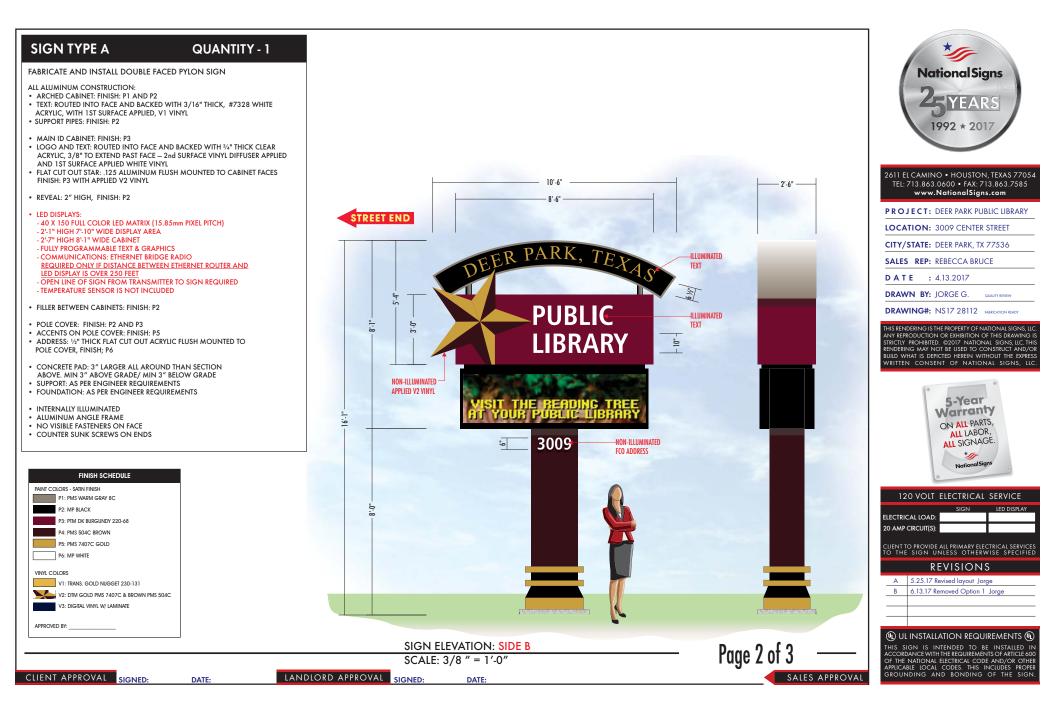
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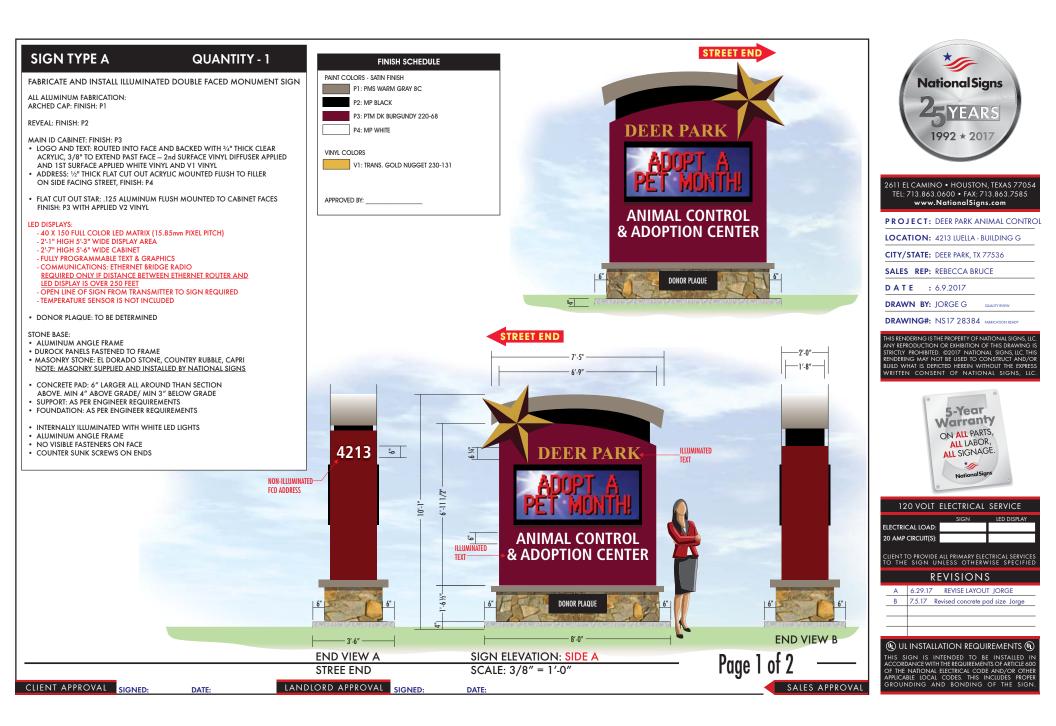


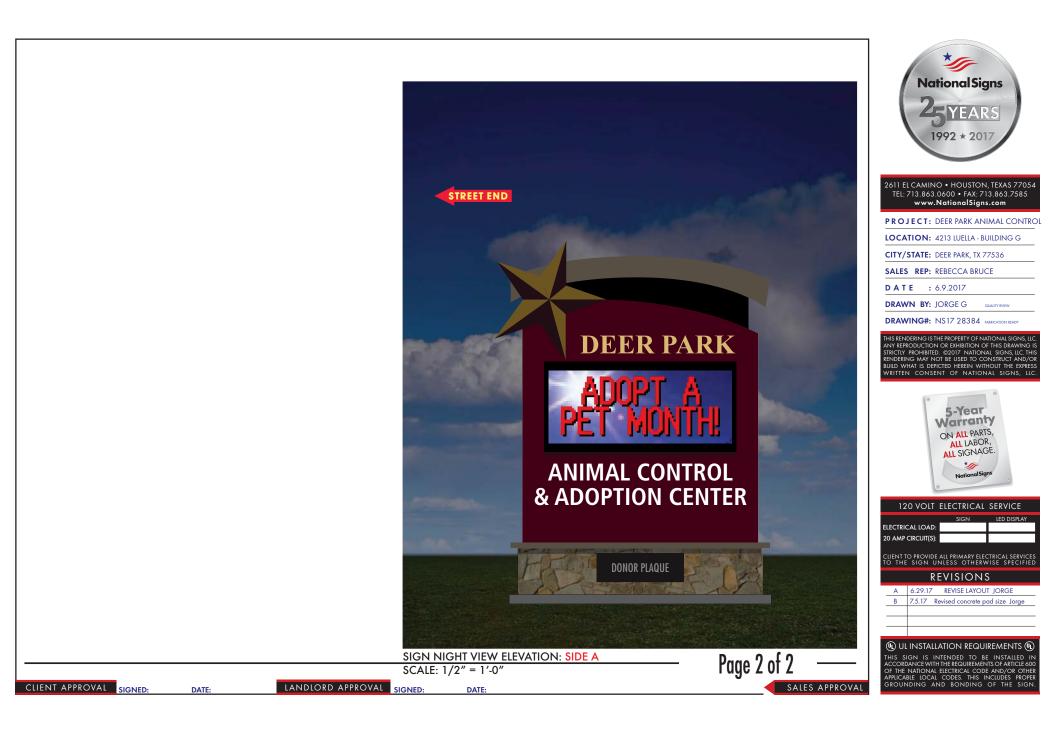
SALES APPROVAL













Legislation Details (With Text)

File #:	PUF	R 18-016	Version:	1	Name:		
Туре:	Purc	hase			Status:	Agenda Ready	
File created:	5/23	/2018			In control:	City Council	
On agenda:	6/5/2	2018			Final action:		
Title:		hasing Pr				n Fuquay, Inc., through the Buy I on of storm lines on Meadowlark	
Sponsors:	Publ	lic Works					
Indexes:							
Code sections:							
Attachments:							
Date	Ver.	Action By	,		Ac	ion	Result
C/E/0040	4	City Cour	un ell				

6/5/2018 1 City Council

Consideration of and action on a purchase from Fuquay, Inc., through the Buy Board Cooperative Purchasing Program to perform the rehabilitation of storm lines on Meadowlark Street and Princeton Lane.

Summary:

Staff is requesting the consideration of and action on a purchase from Fuquay, Inc., through the Buy Board Cooperative Purchasing Program to perform the Rehabilitation of storm lines on Meadowlark St. and Princeton Ln. The storm pipe has failed and is causing sinkholes in residents yards and under street paving. The pipe will be rehabilitated using 800 LF of UV liner system that strengthens and seals the pipe from further damage. The purchase agreement with Fuquay, Inc. is for the amount of \$172,228.00.

Fiscal/Budgetary Impact:

Project will be funded through 2010 Bond funds

Staff recommends Council approval to purchase the services of Fuquay, Inc. through the Buy Board



City of Deer Park

Legislation Details (With Text)

File #:	ACT	18-016	Version:	1	Name:		
Туре:	Acce	eptance			Status:	Agenda Ready	
File created:	5/17/	/2018			In control:	City Council	
On agenda:	6/5/2	2018			Final action:		
Title:			of and action Deer Park \$			occer RFP Committee's recon	nmendation to award the
Sponsors:							
Indexes:							
Code sections:							
Attachments:	DPS	FC - FINA	AL Proposal t	for S	occer Program	Services- 04-23-2018	
	<u>DPS</u>	FC - Boar	<u>rd</u>				
Date	Ver.	Action By	/		Ac	ion	Result
6/5/2018	1	City Cou	ıncil				

Consideration of and action on acceptance of Soccer RFP Committee's recommendation to award the Soccer RFP to Deer Park Soccer FC.

The City went out for a Request for Proposal (RFP) for soccer services for the Deer Park Community. A committee was formulated consisting of City Council members, Parks & Recreation Commission Board members, City staff and a citizen from the community. An evaluation process was created consisting of interviews and a scoring point system. The committee collectively selected the awarded candidate. The selected organization will then need to acknowledge and sign the Sports Organization Utilization Agreement.

None

Accept the Soccer RFP Committee's recommendation to award the Soccer RFP to Deer Park Soccer FC.



Proposal for Soccer Program Services

Deer Park Soccer FC

President, Joe Dyson *Vice President*, Michael Grant www.deerparksoccerfc.com

Secretary, Nicole Stuttz *Treasurer*, Vacant



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SUMMARY RESPONSE PAGE

SUMMARY RESPONSE PAGE

Soccer Program Services for City of Deer Park

<u>COMPLETE LEGAL NAME</u> of firm submitting proposal:

Deer Park Soccer FC.
Mailing Address: 2801 Louisiana Ave
City, State, & Zip: Deer Park, Texas 77536
Phone: <u>281-853-5405</u> E-mail Contact: <u>dyson.dpsfc@gmail.com</u>
Authorized Signature $1 - 23 - 2018$ Signature indicates proposer accepts the specifications, terms and conditions of this request for proposal.
Print Name Nicole Stuttz Title Secretary, Board of Directors
Organization Structure:
Corporation Non-Profit Corporation
Limited Liability CompanyPartnership
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.



ORGANIZATION OVERVIEW

Mission of Deer Park Soccer FC

The Mission of Deer Park Soccer FC (DPSFC) is to offer a recreational soccer option that focuses on the fundamental development of our sport through quality coaching coupled with a fun and resourceful environment for players ages 4-15 that want to play the sport of soccer.

We are committed to maintaining a friendly, fair, and creative environment, which respects diversity, new ideas, and communication with all those involved in this club with an emphasis on parents, coaches and players.

We are a non-profit organization focused on building recreational soccer through the City of Deer Park, Texas and surrounding communities and its education system.

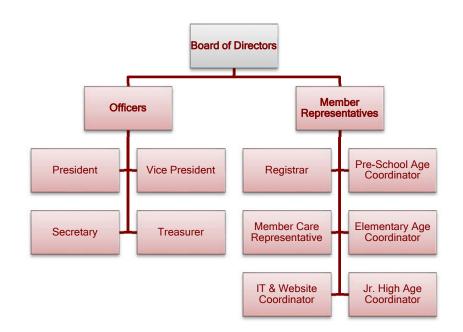
Structure

DPSFC was formed on July 31, 2017 and is a member of SAY Soccer (www.saysoccer.com) which is a member of US Soccer Federation (USSF). SAY Soccer provides insurance, background checks for all volunteers, coach and referee trainings and certifications for \$10 per athlete / volunteer. This organization has been established since 1967 and is focused on recreational soccer affording for a low cost soccer opportunity.



DPSFC is dedicated to providing and encouraging recreational soccer defined as low cost, parent led and supported by the local community. As detailed in the By-Laws approved on July 31, 2017 (see Appendix A), the structure of the Board of Directors is as follows:





Board of Directors

As included in the DPSFC By-Laws, annual member meeting will be held the last day of April each year to appoint members of the Board of Directors.

Duties of the Officers of the Board of Directors

The **President** shall preside at all membership meetings, by virtue of the office, present at each annual meeting of the organization an annual report of the work of the organization, appoint all committees, temporary or permanent, see that all books reports and certificates as required by law are properly kept and filed, be one of the officers who may sign checks or drafts of the organization, and have such powers as may be reasonably constructed as belonging to the chief executive of any organization.

The **Vice President** shall in the absence or inability of the president to exercise his or her office become acting president of the organization with all the rights, privileges and powers as if he or she had been duly elected president.

The **Secretary** shall keep the minutes and records of the organization in appropriate books, file any certificate as required by any statue, federal or state, give and serve all notices to the membership, be the official custodian of the records and seal of the organization, be one of the officers required to sign checks or drafts, and exercise all duties incident to the office of the secretary.



The **Treasurer** shall have care and custody of all the monies belonging to the organization, be solely responsible for such monies or securities of the organization and be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the treasurer to sign checks issued upon it. The **Treasurer** shall render at stated periods as the Board of Directors shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting and shall exercise all duties incident to the office of treasurer.

Duties of the Member Representatives of the Board of Directors

The **Registrar** shall establish teams using Affinity registration program and is responsible for ordering of uniforms for participants.

The **Pre-School Age Coordinator** shall recruit parent volunteers, sets field schedules for their fields including referees, and ensures fields are prepared for game day.

The **Elementary Age Coordinator** shall recruit parent volunteers, sets field schedules for their fields including referees, and ensures fields are prepared for game day.

The **Junior High Age Coordinator** shall recruit parent volunteers, sets field schedules for their fields including referees, and ensures fields are prepared for game day.

The **Member Care Representative** shall Advocate for membership to board regarding any specific concern, monitors social media and follows up on resolutions.

The **IT/Website Coordinator** shall establish and/or maintain an internet website for the club to provide information regarding the club and activities as well as establish and/or maintain the registration site.

Current Board of Directors

The members of the Board of Directors, nominated and approved on July 31, 2017 and November 9, 2017, are as follows:

Officer

President, Joe Dyson - appointed July 31, 2017

Joe and his wife Angie are long-time residents of Deer Park. Joe is a 15+ year volunteer coach with Special Olympics and currently coaches the US National



Unified Team Texas with FC Dallas (MLS) as well as coaches the local Special Olympic Dynamo team. His youth coaching experience encompasses all sports from youth baseball (DPYB), youth soccer (Quest), city basketball, and DP Rams Football (Athletic Director).

As the owner of a mining chemical reagent company, which he has based in Deer Park, he manages multiple employees and agents globally as well as the financial and commercial facets of the business. Outside of business he sits on the Galveston Bay racing committee and Harvest Moon Regatta committee and spends time with his two children Hayden (17) and Kayleigh (13).

Vice President, Michael Grant - appointed July 31, 2017

Michael and his family moved to Deer Park to give their kids the type of educational and athletic experience he had growing up in Deer Park. Having coached and officiated youth sports for years, he now enjoys doing the same for his kids. In addition to his role with DPSFC, Michael serves on the Executive Board of Deer Park Girls Softball as the organizations Treasurer.

A 1989 graduate of Deer Park High school, Michael studied International Economics at Trinity University on an Air Force ROTC Economics scholarship, where he was a varsity letterman in football and baseball. Michael went on to study at Texas A&M, where he received a BS in Education, Kinesiology.

Professionally, Michael spent 15 years as a Financial Services Professional with New York Life and NY Life Securities and currently runs his own Investment Real Estate organization. In the community, Michael has served with numerous Boards and organizations including The Deer Park Educational Foundation, the San Jacinto YMCA, the Deer Park Chamber of Commerce and the Texas A&M Planned Giving Council.

Secretary, Nicole Stuttz - appointed July 31, 2017

For the past 12 years, Nicole has worked to serve the Houston community as a project manager for the Executive Office of the public transportation agency in Harris County. As a mother to a 13-year old son and an aunt to her 5-year old nephew, Nicole has encouraged and supported their love and passion to the game. While her son plays competitive soccer and junior high soccer in Deer Park, her nephew enjoys playing recreational soccer for DPSFC.

From being a team mom for over 6 years to now serving as an officer for DPSFC, Nicole looks forward to being a part of building a strong soccer community not only for her son and nephew but for all in the Deer Park area.

Treasurer, vacant

Nominations are currently being accepted for appointment at the first annual membership meeting.



Member Representatives

Registrar, Allison Davis - appointed July 31, 2017

Allison is lifelong resident of Deer Park where she grew up playing Optimist Club softball for the City of Deer Park. As a 1999 graduate of Deer Park High School, she lettered in Band and was a Colorguard Lieutenant. Allison has two boys who attend Deer Park schools; her oldest son plays for a competitive club in Deer Park while her youngest is a Special Olympics athlete.

As a parent who is old enough to remember the glory days of East Belt and has a son who loves the game, she looks forward to providing all families in Deer Park and our surrounding communities with an affordable and quality soccer experience, and restoring soccer within our community to a level that people remember.

Jr. High Age Coordinator, Jerry Hurtado - appointed July 31, 2017

In addition to being a proud husband and father, Jerry Hurtado is a proud teacher and coach at Deer Park High School. Hurtado joined Deer Park in 2006 as the head coach for the Boys Soccer, AVID Path Trainer, TOPS club sponsor and Economics AP teacher.

A graduate of Lamar University, Hurtado began teaching/coaching at Lumberton High School in 1991. While at Lumberton High School, his teams won nine straight district championships and two appearances in the regional quarterfinal rounds. He was named district coach of the year seven times. In 2000, Hurtado moved back to his hometown to teach and coach at Fort Bend Elkins. In six seasons at Elkins, Hurtado's teams made the quarterfinals four times and the semi-finals once. In 2001, Hurtado was named the regional coach of the year and coached in the senior showcase all-star game. The Knights would win district twice in those six years.

As a Deer, his teams have won district 5 times and made the state playoffs all twelve years. In 2011, 2012, 2013 and 2015 his teams finished in the semi-finals. In 2013, the Deer reached the regional final for the first time and Hurtado was named region and state coach of the year by NSCAA and TASCO coaching organizations. Hurtado received his advanced national license in 2012. In 2015, Hurtado earned his Master's in Educational Leadership from Concordia University. He continues to coach club and high school in the Deer Park community.



Elementary Age Coordinator, Mark Anton - appointed July 31, 2017

Mark Anton is a current resident of Pasadena, Texas and a Commercial Banker in the Deer Park/Pasadena/LaPorte, Texas area. He began his banking career in 1997, shortly after graduating from Deer Park High School and while going to Texas A&M University.

As a 20-year resident and a 1997 graduate of Deer Park High School, Mark considers Deer Park his home town. Mark started playing soccer in Deer Park with the East Belt Youth Soccer Club in 1983 as a 5 year old. He played all of the way through high school and was a three year letterman under Coach Stormy Cook. During this time, he became certified as a referee and began refereeing youth and adult soccer games in the area.

When Mark began a family in 2004, he started his coaching career with First Colony Youth Soccer Club and carried that on to coaching teams with Quest Youth Soccer, where he served as Treasurer for several years, and managed multiple teams for Challenge Soccer Club and the Texans. Now with Deer Park Youth Soccer FC, Mark continues to serve on the board and coaches as often as possible.

Mark's other activities include service as the President Elect for the Pasadena Rotary Club and previous Treasurer for the Armand Bayou Nature Center in Pasadena. Mark was a founding member, and served on the board as Treasurer for the Deer Park High School Girls Soccer Booster Club for three years, while his daughter, Laura, played varsity goalie for the team. Since 2013, Mark and his family have hosted four Rotary Youth Exchange Students from Norway, Denmark, Spain and The Netherlands at Deer Park High School, with a fifth coming from Bolivia in August of 2018.

Mark has been married to his wife, Hela Anton, since 2004 and they've raised three daughters and a son, all of which have attended Dabbs Elementary, Fairmont Junior High and/or Deer Park High School.

Pre-School Age Coordinator, Josh Knight - appointed July 31, 2017

Josh is a Project Supervisor for Engineered Air Balance. As life-long resident of Deer Park, Josh Knight grew up playing club soccer from the age of 5 to 18 years old. During that time, he played for East Belt, Quest, and United Alliance as well as played for his high school soccer team for four years. While in high school, he began coaching and continued coaching for U13-U17 boys while attending college in Arkansas.



IT & Website Coordinator, Ana Sanchez - appointed November 9, 2017

Ana Sanchez is an AVID Coordinator at Marshall High School. A teacher of 15 years, Ana graduated from the University of Saint Thomas with a B.A. in Mathematics and a Master's degree from University of Houston-Clear Lake in Instructional Design and Technology. Prior to joining Marshall High School in 2017, Ana taught at Elkins High School, Hightower High School and Ridge Point High School.

While Ana's talents were more centered in the arts (choir and photography), she became a strong fan of soccer when her younger brothers were involved in the game beginning in the 80s. Soccer became a family affair with both brothers playing competitive soccer for Houston area clubs, her dad managing teams and her mom as the ultimate team mom, Ana found her role as a support. Ana's love of technology aided both club and high school teams in player resume books, game programs, advertising and website design. Even after her brothers graduated from college soccer programs, Ana continued her support of soccer. She maintained the Deer Park Men's Soccer website, created camp advertisement for former Houston Hotshot players and focused on helping students achieving dreams of playing in college.

Ana's role is support of students, whether in the classroom or on the field, so that they can achieve futures beyond what they can imagine

Member Care Representative, Stacey Hurtado - appointed November 9, 2017

Stacey Hurtado moved to Texas in 1995 to attend The Art Institute of Houston where she studied Photography. Stacey is a Payment Services Supervisor at Maintenance Supply Headquarters. She has been in the Multi Housing industry for 17 years and a supervisor for the last 9 years.

Stacey and her family moved to Deer Park in 2010 and loves the large community with the small-town feel. Stacey has been involved with soccer for 15 years through her husband and Deer Park High School. While she never played soccer, Stacey grew to love the game as if she did. Now with two children that play competitive soccer, she enjoys encouraging their passion for the game including helping them improve on their goalkeeping skills.



History of Organization

DPSFC was formed in July 2017 with the Fall of 2017 being the first season. The first season was a success with 191 participants ranging from U3/4 to U11/15 age groups for a total of 22 teams. The 8-week opening season included parent-coach led practices two-days per week and one game held on Saturday.

For the second season of the program, the organization has grown to 229 participants ranging from U5 to U11/15 age groups for a total of 26 teams. The 6-week Spring 2018 season includes one day of parent coach led practice, one day of trainer led practice and one game held on Saturdays.

For this Spring 2018 season, all practices and games are being held at the Deer Park High School South Campus practice fields.

	Fall 2017	Spring 2018
U3/4 Coed	34 / 4 teams	
U5 Coed	24 / 4 teams	35 / 6 teams
U6/7 Boys	46 / 6 teams	38 / 4 teams
U6/8 Girls	35 / 4 teams	34 / 4 teams
U8/9 Boys		37 / 4 teams
U9/10 Coed		35 / 4 teams
U11/15 Coed	51 / 4 teams	50 / 4 teams
TOTAL	191 participants / 22 teams	229 participants / 26 teams



Financials

Current Balance Sheet

Revenue:	As of 04-17-2018
Registrations Fall 2017 & Spring 2018	23,359.55
Donations & Fundraisers	1,567.00
Bank Adjustments	75.46

Total Income

25,002.01

Expenses:	As of 04-17-2018
Insurance	1,806.25
Uniforms	8,615.61
Uniforms Fall 2017	3,223.86
Uniforms Spring 2018	5,391.75
Assets	2,423.40
Equipment	2,185.97
Fundraiser Merchandise	237.43
Practice & Game Day Expenses	3,086.00
Referees	3,086.00
Bank Fees	62.00
Total Expenses	15,993.26

Balance 9,008.75

Current Participation Fees

Recreational Age Groups	Fees for Fall & Spring 2018			
10 and Under	\$65.00			
11 and Up	\$75.00			



FUTURE

Five-Year Programming Plan

With the success of the first two seasons of the program, the DPSFC team is grateful and appreciative of the support that we have received not only from the local community but the Deer Park Independent School District as well. As we look to the future of the program, we see these relationships continuing to build and flourish.

With an award of providing Soccer Program Services for the City of Deer Park, DPSFC proposes the following plan for usage of the designated fields identified in the Request for Proposals.

Recreational Program

DPSFC recreational program is open to Deer Park residents, Deer Park Independent School District students and surrounding communities. At a minimum, DPSFC offers a Fall and Spring recreational seasons that are 6 to 8 weeks each. The participation fee for each season covers the costs of uniforms, player insurance, referees, and trainers. DPSFC volunteers prepare fields for the parent-coaches to hold practices at least twice each week as well as the fields for all games held on Saturday for the club. DPSFC volunteers will schedule referees for all scheduled games and provider trainers to assist parent-coaches in developing training/drills to utilize during team practices.

Competitive Program

To assist in the development of a competitive soccer program that offers a cultural of community and advancement of participant soccer skills, DPSFC will develop a program that is an extension of the recreational soccer program and that will offer and provide the following benefits for the Deer Park soccer community:

- Provides additional resources to DPSFC for training of recreational players as well as parent coaches
- Offer a competitive program for participants that are ready and want to transition from recreational to competitive while remaining in the Deer Park community
- Offer multiple camps, clinics and festivals for recreational members
- Offer camps, clinics and festivals for competitive members



- Competitive teams to utilize new soccer complex for training and home games (*pending the completion of the new soccer complex and schedule coordination*)

	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021	Spring 2022	Fall 2022	Spring 2023	Fall 2023
U3-U5	120	80	160	90	45	100	52	110	60	120	65
U6-U8	100	60	62	62	74	74	85	85	98	98	108
U9-U10	120	100	55	55	66	66	76	76	88	88	96
U11-U15	100	60	60	60	72	72	83	83	95	95	105
Male Comp.	80	80	120	120	180	180	180	180	180	200	200
Female Comp	80	80	120	120	180	180	180	180	180	200	200
TOTAL	600	400	690	460	795	530	915	610	1050	700	1200

Estimated Participation

Notes:

- The proposed plan assumes Dow Park Sports Complex available beginning July 1, 2018 and Deer Park Soccer Complex available beginning December 1, 2018.

- The anticipated registered participants are estimates based on increasing current marketing strategies.

Utilization of Facilities

Upon receipt of award to provide Soccer Program Services for the City of Deer Park, DPSFC will develop usage schedules for the fields as identified in the Request for Proposal. This includes usage of fields at both locations for DPSFC recreational and competitive programs.

DOW PARK SPORTS COMPLEX	Field / Building	Anticipated Seasonal Usage	Anticipated Summer/Winter Usage		
, P, DR'	North Soccer Field	Practices, games &	Compo & tournamenta		
NC NO	South Soccer Field	tournaments	Camps & tournaments		
Ğ ^w O	Building (adjacent to soccer field)	Storage, meeting room & concessions	Storage, meeting room & concessions		
	Field / Building	Anticipated Seasonal Usage	Anticipated Summer/Winter Usage		
R V	Field 1 (with lights)				
DP Soccer Complex	Field 2 (with lights)				
NPI	Field 4 (with lights)	Practices, games &	Camps & tournaments		
S S	Field 5 (with lights)	tournaments	Camps & tournaments		
DF C	Field 3 (no lights)				
	Field 6 (no lights)				
	Building	Storage, concession & meeting room	Storage, concession & meeting room		



In addition, as good community partners, DPSFC will coordinate with the City of Deer Park and other organizations in the area regarding field usage that is outside of DPSFC training, practices, scheduled games, tournaments and other scheduled club activities.

Strategy for Corporate Community Partner

With an award of providing Soccer Program Services for the City of Deer Park and the projected increase of participation, DPSFC will look to the local community to build corporate involvement that will build annual sponsorships of the programs.

Facility Improvements

DPSFC will utilize the existing and future soccer complex to make repairs as necessary. Our policy for improving the quality of soccer in our area is to utilize our large recreational base as leverage in drawing in the elite clubs in our area. We will utilize the established in-lieu program by the City of Deer Park to ensure that every service provided to these clubs are returned "dollar for dollar" in services, trainings, tournaments or summer camps. It is in this manner that we will report back to the City of Deer Park our proper stewardship of the fields and accommodations entrusted to us.



APPENDICES

A. DPSFC By-Laws and Volunteer Screening Policy

Bylaws of Deer Park Soccer FC

- Article 1 Organization
- Article 2 Purpose

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- Article 3 Membership
- Article 4 Meeting
- Article 5 Voting
- Article 6 Order of Business
- Article 7 Board of Directors
- Article 8 Officers
- Article 9 Compensation
- **Article 10 Committees**
- Article 11 Amendments

Approved 7 31 17 - NS

Article 1 - Organization

- 1. The name of this corporation will be "Deer Park Soccer FC"
- 2. The organization shall have a seal which shall be in the following form:

3. The organization may at its pleasure change its name with a membership body vote.

Article 2 - Purpose

The following are the purposes for which this organization has been organized:

To provide recreational soccer defined as low cost, parent led and supported by the local community.

Article 3 – Membership

Membership in this organization shall be open to all families in the Deer Park and surrounding communities. Each member family is entitled to one vote at the annual membership meeting per fully paid registration in either the fall or spring leagues. Enrollment in both Spring and Fall leagues will still only constitute one vote per registration name.

Membership period is from June 1st to May 31st the following year.

Article 4 – Meetings

The annual membership meeting of this organization shall be held the last day of April each and every year except if such day be a legal holiday than and in that event the Board of Directors shall fix the day but it shall not be more than two weeks from the date fixed by these bylaws. The secretary will cause to contact each member in good standing at the e-mail as it appears in the membership roll book of this organization a notice telling the time and place of such annual meeting.

Regular Meetings of this organization will be held the second Monday of each month.

Presence of not less than 7 members will constitute a quorum and will be necessary to conduct the business of this organization; but a lesser number may adjourn the meeting for a period of no more than 2 weeks from the date scheduled by these bylaws and the secretary will cause a notice of this

Approved 73117-NS

scheduling meeting to be sent to all those members who were not present at the meeting originally called. A quorum is hereinbefore set forth will be required at any adjourned meeting.

Special meetings of this organization may be called by the President when he/she deems it for the best interest of the organization. Notices of such meeting will be sent to all members at their address on the membership roll at least but not less than 72 hours prior the schedule date set for such special meeting. Such notice will state the reasons that such meeting has been called, the business to be transacted at such meeting and by whom called.

At the request of 5 members of the Board of Directors or 30% of the membership of the organization the President shall cause a special meeting to be called but such request must be made in writing no less than 5 days prior the requested schedule date.

No other business but that specified in the notice may be transacted at such special meeting without the unanimous consent of all present at such meeting.

Article 5 – Voting

At all meetings, except for the election of officers and directors, all votes shall be viva voice, except for the election of officers ballots shall be provided and there shall not appear any place on such ballot any mark or marking that might tend to indicate the person who cast such ballot.

At any regular or special meeting if a majority so required any question may be voted upon in the manner and style provided for the election of officers and directors.

At all votes by ballot the chairman of such meeting shall immediately prior to the commencement of balloting appoint a committee of three who shall act as "Inspectors of election" and who shall at the conclusion of such balloting certify in writing to the chairperson the results and the certified copy shall be physically affixed in the minute book to the minutes of that meeting.

No inspector of election shall be a candidate for office or shall be personally interested in the question voted upon.

Article 6 – Order of Business

- 1. Roll Call
- 2. Reading of the minutes of the preceding meeting
- 3. Reports of the committees
- 4. Reports of the officers
- 5. Old and unfinished business
- 6. New business
- 7. Good and welfare
- 8. Adjournments

Approved 7 31 17-NS

Article 7 – Board of Directors

The business of this organization shall be managed by a Board of Directors consisting of 5 members together with the officers of this organization.

The directors to be chosen for the ensuing year shall be chosen at the annual meeting of this organization in the same manner and style as the officers and they shall serve a term of 1 year.

The Board of Directors shall have the control and management of the affairs and business of this organization. Such Board of Directors shall only act in the name of the organization when is shall be regularly convened by its chairman after due notice to all directors of such meeting.

50% of the members of the board of Directors shall constitute a quorum and the meetings of the board of directors shall be held the 2nd Monday of each month.

Each director shall have one vote and no votes may be cast by proxy.

The Board of Directors may make such rules and regulations covering its meetings as it may in its discretion determine necessary.

Vacancies in the Board of Directors shall be filled by a vote of the majority of the remaining members of the Board of Directors for the balance of the year.

The President of the organization by virtue of the office shall be chairperson of the Board of Directors.

The Secretary of the organization by virtue of the office shall be secretary of the Board of Directors.

A director may be removed when sufficient cause exists for such removal. The Board of Directors may entertain charges against any director. A director may be represented by counsel in any removal hearing. Removal will require an 80% majority of the Board of Directors.

Article 8 – Officers

The officers of the organization shall be as follows:

- President
- Vice President
- Secretary
- Treasurer

The President shall preside at all membership meetings, by virtue of the office, present at each annual meeting of the organization an annual report of the work of the organization, appoint all committees, temporary or permanent, see that all books reports and certificates as required by law are properly kept and filed, be one of the officers who may sign checks or drafts of the organization, and have such powers as may be reasonably constructed as belonging to the chief executive of any organization.

Approved 731117-NS

The vice president shall in the absence or inability of the president to exercise his or her office become acting president of the organization with all the rights, privileges and powers as if he or she had been duly elected president.

The secretary shall keep the minutes and records of the organization in appropriate books, file any certificate as required by any statue, federal or state, give and serve all notices to the membership, be the official custodian of the records and seal of the organization, be one of the officers required to sign checks or drafts, and exercise all duties incident to the office of the secretary.

The treasurer shall have care and custody of all the monies belonging to the organization, be solely responsible for such monies or securities of the organization and be one of the officers who shall sign checks or drafts of the organization. No special fund may be set aside that shall make it unnecessary for the treasurer to sign checks issued upon it.

The treasurer shall render at stated periods as the Board of Directors shall determine a written account of the finances of the organization and such report shall be physically affixed to the minutes of the Board of Directors of such meeting and shall exercise all duties incident to the office of treasurer.

Officers shall by virtue of their office be members of the Board of Directors

Article 9 – Compensation

No officer or director shall for reason of the office be entitled to receive a salary or compensation.

Article 10 – Committees

All committees of this organization shall be appointed by the president and approved by the Board of Directors and their term of office shall be for a period of one year or less if sooner terminated by the action of the Board of Directors.

Article 11 - Amendments

Approved 7/31/17-NS

VOLUNTEER SCREENING POLICY (VSP)

For the Soccer Association for Youth, USA

UPDATED 2/18

The SAY Volunteer Screening program consists of distinct procedures. They are designed to work in conjunction with one another to ensure a safe, healthy soccer experience for players and volunteers alike.

TIMES TWO POLICY:

Every SAYArea and SAY District must implement the SAY Soccer **TIMES TWO POLICY.** No Exceptions. All SAYAreas must establish and implement a policy to ensure that no less than two adults are present at any team function. Failure to implement the Times Two policy will adversely impact a SAYArea's liability insurance coverage. Team functions include, but are not limited to, games, practices, picnics, etc. While the focus of this policy is the child, it also provides protection for the volunteers as well in the event of misunderstandings. Under no circumstances should the activity take place if only one adult is present. It is recommended that SAYAreas and SAY Districts review their policy on carpooling. SAY recommends that volunteers not provide transportation for non-family members. In the past this was more of an insurance issue, but now has greater implications in regards to the intent of the Times Two policy. As stated in the above policy, there are NO exceptions to following the Times Two policy .

WHO SHOULD BE SCREENED:

In choosing option 1, 2, 3, or 4 below a volunteer is any individual that may have unsupervised access to children participating in a SAY sanctioned activity, for the purpose of assisting in that activity. (This does not include parents observing their children during such activities.) While coaches best fit this description, other volunteers (such as team parent, officials, board members, etc.) could be covered under this program as well. The minimum acceptable standard is for all coaches and assistant coaches to fill out a SAY Volunteer application annually.

CHOOSE A VOLUNTEER SCREENING PATHWAY:

Option 1: SAY National Screening

- Direct your coaches to the background check link on the SAY National site
- SAVA works with SAY National to review, screen, and consultation
- The SAYArea/ district will be billed monthly by national for and screens performed

Option 2: Set up your own RSI direct account

SAY Soccer has utilized the services of RSI for the past three years and could not be happier. We conducted a very thorough evaluation of several screening companies and in the end chose RSI. SAY Soccer feels strongly that their dedicated to customer service and un-matched process to screen volunteers creates the best option for our membership.

SAY Areas and SAY Districts using option 1 will contact RSI directly to create their own account with SAY Soccer's preferred pricing. Billing will be direct to your league. This basic SAY screening package includes: nationwide criminal search plus SSN trace, which locates sex offenders in 50 states. Lastly our SAY preferred price includes the possibility of conducting additional county searches should the need arise with a candidate.

To view the background screening program CLICK HERE

To create your RSI account with SAY preferred pricing CLICK HERE

Option 3: Blue Sombrero/Affinity Sports online registration with an RSI Account

This option is for SAY Areas and SAY Districts that utilize the Blue Sombrero/Affinity Sports online registration platform. Screening volunteers has never been easier. Your volunteers that have already registered with your league online will automatically be populated in the RSI background system (along with player cards and rosters) completing all of your administrative data entry in one convenient place.

This option COMING SOON

Option 4: SAYArea Volunteer Administrator (SAVA) SAYArea Volunteer Administrator (SAVA) requires all volunteers to complete the official SAY Volunteer Application. The SAVA then chooses pathway based on personal history Yes or No Response defined below.

The SAY Volunteer Application is an official SAY document, to be used solely for the purpose of gathering information on ANY volunteer. (This is already detailed in who should be screened section.)

Information identified as required must be provided by the volunteer in order for the application to be considered. The SAY Area must keep each completed application on file for at least two (2) years. At the end of each season the SAY Area is required to submit a statement, in writing, confirming that all coaches had completed the SAY Volunteer Application. This statement must be sent to the Attention of the SAY National Office at 11490 Springfield Pike, Cincinnati OH 45246 . This statement must be received by SAY in order for the SAY Area to qualify for voting rights at the SAY Annual General Meeting. Note: SAY does not require that the Volunteer Application sent to the National Office.

To view the volunteer application CLICK HERE

PERSONAL HISTORY 'YES' RESPONSE

When using option 3 any SAY Volunteer Application with a YES response to the personal history question, will require the applicant to submit to a criminal background check, which could include fingerprinting, prior to their being considered for any volunteer position within SAY. (Note – many SAY Areas and Districts background check all of their coaches and volunteers regardless of the answer in the personal history section.) In regards to a YES response to the personal history question, the following actions must be taken.

Although SAY Soccer strongly recommends using our preferred Volunteer Screening Providor Reference Services (RSI) detailed in option 1 or 2, the SAVA in option 3 can choose a SAY National approved volunteer screening alternative. Contact SAY Soccer's National Office at 800-233-7291 for approval of your chosen alternative.

The form must include the applicant's social security number in order to perform a background check.

REVIEW RESULTS:

Once your background check has completed, it is very important that this information remain protected, not only for SAY and the SAY Area, but for the protection of the applicant as well. When reviewing the results of the background check, you will refer to the list of Disqualifying Offenses. This list does not include EVERY offense that could disqualify an applicant. The SAY National Office will NOT be receiving the background check or making decisions based on its findings but the SAY National Office can provide consulting services on decision making, should you need guidance.

NOTE: This is proprietary information. SAY is very sensitive to the fact that people may have made mistakes in their past that may not necessarily be a reflection of who they are today. If there are sufficient mitigating circumstances, the SAY National Office may offer consulting regarding the final decision, regarding the acceptance of the volunteer,

with the SAYArea. As a way of example of mitigating circumstances, let's look at the following scenario; the applicant, at the age of 19, was convicted of a "misdemeanor assault." The applicant is now 35, has a family, and has no other police history or violations since the assault conviction.

OUR general guidance regarding selections made using criminal record is listed below.

OPTION A – Blanket Acceptance

The SAY member can simply accept the applicant and leave it at that. No one is to be informed of any criminal history concerning the applicant who is to be treated the same as any other volunteer applicant.

Consequences

This can be a risky proposition. If the applicant does something and the criminal history is made known, you may be open to legal action.

OPTION B – Conditional Acceptance

The SAY member can accept the applicant on the condition that either he/she, or the board with the applicant's written permission, with the applicant's signature, identify to the team's parents the criminal history of the applicant. This option may also require further consideration based on the laws of the state in which the SAYArea operates.

Consequences

Essentially it is the applicant's choice. While this is a difficult thing for anyone to do, if the desire to volunteer is strong enough, the applicant will agree. If the applicant does not agree, they cannot volunteer. Also, parents must be afforded the opportunity to NOT have their child placed with the applicant.

OPTION C – Disqualification

The SAYArea can choose to simply not accept the application, denying the applicant the right to volunteer within the SAYArea/District.

If this is the case an official PRE ADVERSE ACTION letter must be mailed to the applicant along with a complete copy of the background check and Summary of Rights under the FCRA. (Reference Services will teach you how to complete Adverse Action letters in their system.)The applicant has 7 working days to contact the background check company to correct any information the applicant feel should not be included on their background check. If the applicant does not contact the BACKGROUND CHECK COMPANY, A post adverse letter MUST BE SENT TO CLOSE at the end of the 7 days. The Summary of Rights and a copy of the background check must again be provided.

Consequences

This is the simplest path to take, but never the less can be difficult It is strongly suggested that the reason for being denied NOT be stated. Notice of denial should simply say "thanks, but no thanks."

SUMMARY:

The screening process and choices necessary in the selection of volunteers is very important. Screening is considered the best way to protect the children and must remain the primary motivating factor in the selection of volunteers.



B. Officers of the Board of Directors - Contact Information

	Joseph Dyson 2801 Louisiana Ave.
Auuress.	Deer Park, Texas 77536
Telephone:	281-853-5405
Email Address:	Dyson.dpsfc@gmail.com

Vice President: Michael Grant

Address: 2709 Santa Fe Deer Park, Texas 77536 *Telephone:* 713-412-5773 *Email Address:* mjgrant2001@gmail.com

Secretary: Nicole Stuttz

Address: 107 Faith St. Highlands, Texas 77562 Telephone: 832-262-9742 Email Address: nrstuttz@gmail.com



C. Affiliation and Proof of Insurance

SAYArea/Premier Agreement

To become a SAY Affiliated Area/Premier Program, please submit this completed form via email to bbegley@saysoccer.org

If you have not already, please contact a SAY National Staff Member prior to completing this agreement.

Terminology

SAYArea Agreement:

- An "Area" is defined as the farthest point in all directions where there are contiguous Districts having registered players that have agreed to be part of the "Area"
- A standalone SAYArea with zero Districts is permitted
- Traditionally, a recreational program that abides by the SAY Organizational rules
 - o Notably protected geographical boundaries, roster limits, and each player must play 50% of the game. o Boundary is typically defined by ZIP code, school district, county, city limits etc.

SAY Premier Agreement:

- SAY Soccer's Competitive level programming
 - \circ No geographical boundaries, no roster limits, and no playing time limitations

Affiliate Information

Type: (mark with 'x')		Recreational: X	Premier:	
Name of SAYArea/Premier Pr	ogram: Deer Par	k Soccer FC		
	······································	Address: 2801 Loui	siana Ave	
Address:		City: Deer Park	State: TX	ZIP: 77536
Geographical Boundaries: (re			· · ·	
City of Deer Park	TX, Deer Park ISI	D and surrounding cities	s of La Porte, Pasadena and	Baytown
Number of Districts in SAYAr	ea: 0			
President:				
Name: .	Joseph Dyson			
Phone:	281 853 5405	Office: Same	Mobile: Same	
Email: C	Dyson.dpsfc@gm	ail.com	·	
Primary Contact: (if different from	n President)		•	
Name:			•	
Phone:		Office:	Mobile:	
Email:				
Position	:			
My program is a/an:	9,	Existing Program:	Start-Up Program: X	
Type of SAYArea/ Premier O	rganization:	Non-Profit: X	Unincorporated:	Other:

The above-named SAYArea/ Premier President, personally and on behalf of his or her SAYArea/Premier organization hereby agrees to become a S.A.Y. affiliated Area/Premier Program and agrees to the following:

- 1. We have reviewed and agree to comply with the Constitution of S.A.Y., the by-laws of S.A.Y., the policies of the National Board of Directors of S.A.Y. and the playing rules and regulations of S.A.Y.
- 2. Our organization, if currently a member of a USSF affiliated program, is in good standing with said affiliated program.
- 3. We will organize a youth soccer program consisting of no less than four (4) teams in a season.
- 4. Our primary objective is to develop the physical, mental and emotional growth of our youth soccer participants.
- 5. We will practice sound management principles, including financial responsibility in the operation of our SAYArea/Premier Program.
- 6. We will collect and pay to S.A.Y. within thirty (30) days of ALL invoices received.
- 7. Currently, there are no geographical conflicts between our requested SAYArea and other existing SAYAreas or Districts.
- 8. We will organize, supervise and faithfully direct the Districts and players within our SAYArea/Premier Program.
- 9. We will remain in "Good Standing" by submitting to S.A.Y. the following, by the corresponding deadlines:
 - a. ALL SAYArea/Premier Program and District board lists by January 31st of the playing year.
 - b. ALL player membership fees before the first practice.
 - c. All team rosters that include player's name, address, date of birth and telephone number within thirty (30) days after the beginning of each season. Coaches information must be included on all team rosters, valid email addresses should be provided as well
 - d. Your SAYArea/Premier Program's Annual Financial Report.
 - e. A copy of our guidelines and regulations, including by-laws adopted by your SAYArea/Premier Program for the operation of S.A.Y. programs.
 - f. If player registrations are NOT received in ANY calendar year, this agreement becomes null and void.

Upon acceptance of this application, S.A.Y. agrees as follows:

- 1. To authorize the SAYArea/Premier Program to organize and manage youth soccer programs within the designated communities on this application.
- 2. To provide the SAYArea/Premier Program with administrative structure, including playing rules.
- 3. To provide structure and training assistance.
- 4. To appoint the Area President as an Administrative Member of S.A.Y. with the rights and duties granted to administrative members under the S.A.Y. Constitution and by-Jaws.
- 5. To supply the SAYArea/Premier Program with required registration materials, as well as merchandise and supplies.
- 6. To provide the SAYArea/Premier Program with general liability insurance and soccer medical insurance.

Signature (Applicant)

9-1-2017

Date

President of S.A.Y. Signature (\$AY National Office)

Date

Secretary of S.A.Y. Signature (SAY National Office)

Date

The above is accepted and approved by the National Board of Directors of S.A.Y.

Version 12/16

Corporations Section P.O.Box 13697 Austin, Texas 78711-3697



Rolando B. Pablos Secretary of State

Office of the Secretary of State

July 11, 2017

Attn: Legalzoom.com, Inc.

Legalzoom.com, Inc. 101 N. Brand Blvd, 10th Floor Glendale, CA 91203 USA

RE: Deer Park Soccer FC File Number: 802763305

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created nonprofit corporation.

Nonprofit corporations do not automatically qualify for an exemption from federal and state taxes. Shortly, the Comptroller of Public Accounts will be contacting the corporation at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the corporation. Information about franchise tax, and contact information for the Comptroller's office, is available on their web site at http://window.state.tx.us/taxinfo/franchise/index.html. For information on state tax exemption, including applications and publications, visit the Comptroller's Exempt Organizations web site at http://window.state.tx.us/taxinfo/franchise/index.html. For information on exemption from federal taxes is available from the Internal Revenue Service web site at www.irs.gov.

Nonprofit corporations do not file annual reports with the Secretary of State, but do file a report not more often than once every four years as requested by the Secretary. It is important for the corporation to continuously maintain a registered agent and office in Texas as this is the address to which the Secretary of State will send a request to file a periodic report. Failure to maintain a registered agent or office in Texas, failure to file a change to the agent or office information, or failure to file a report when requested may result in the involuntary termination of the corporation. Additionally, a nonprofit corporation will file documents with the Secretary of State if the corporation needs to amend one of the provisions in its certificate of formation. If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section Business & Public Filings Division (512) 463-5555 Enclosure

Phone: (512) 463-5555 Prepared by: Tiffany Garcia Come visit us on the internet at http://www.sos.state.tx.us/ Fax: (512) 463-5709 TID: 10286

Dial: 7-1-1 for Relay Services Document: 749040390002 Corporations Section P.O.Box 13697 Austin, Texas 78711-3697



Rolando B. Pablos Secretary of State

Office of the Secretary of State

CERTIFICATE OF FILING OF

Deer Park Soccer FC File Number: 802763305

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Nonprofit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 07/10/2017

Effective: 07/10/2017



Rolando B. Pablos Secretary of State

Phone: (512) 463-5555 Prepared by: Tiffany Garcia Come visit us on the internet at http://www.sos.state.tx.us/ Fax: (512) 463-5709 D. TID: 10306

Dial: 7-1-1 for Relay Services Document: 749040390002

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Form 202			
Secretary of State P.O. Box 13697		Filed in the Office of the Secretary of State of Texas	
Austin, TX 78711-3697		Filing #: 802763305 07/10/2017	۰.
FAX: 512/463-5709		Document #: 749040390002	
Filing Fee: \$25	Certificate of Formation Nonprofit Corporation	Image Generated Electronically for Web Filing	
The filing entity formed is a nor	Article 1 - Corporate Name nprofit corporation. The name of the entity i		
Deer Park Soccer FC			
would un wood to	Article 2 – Registered Agent and Regis	tered Office	
A. The initial registered ager	nt is an organization (cannot be corporation		
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B. The initial registered ager	nt is an individual resident of the state who	se name is set forth below:	
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C. The business address of the Street Address:	e registered agent and the registered office	address is:	
	Austin TX 78717		•
	Consent of Registered Ager		
TA. A copy of the consent of r	registered agent is attached.		•
2 milus	OR		
B. The consent of the register	ered agent is maintained by the entity.	ا پوسید افغان میں اور	
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Addendum to Certificate of Formation of Deer Park Soccer FC

Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under the section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The business activity for said organization is as follows: Development of recreational soccer experience for the youth in South East Houston Area primarily Deer Park.

No part of the net earnings of this organization shall inure to the benefit of, or be distributable to, its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of this document, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from rederal income tax under section 501(c) (3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c) (2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

Upon the dissolution of this corporation, assets remaining shall be distributed for one or more exempt purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

The attached addendum, if any, is incorporated herein by reference.]

Effectiveness of Filing

OR

A. This document becomes effective when the document is filed by the secretary of state.

B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its signing. The delayed effective date is:

Organizer

The name and address of the organizer are set forth below. 101 N. Brand Blvd., 11th Floor, Glendale, CA 91203 **Chevenne Moseley**

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Chevenne Moseley

Signature of organizer.

FILING OFFICE COPY

IRS DEPARTMENT OF THE TREASURY INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

Date of this notice: 07-12-2017

Employer Identification Number: 82-2129898

Form: SS-4

Number of this notice: CP 575 E

For assistance you may call us at: 1-800-829-4933

IF YOU WRITE, ATTACH THE STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-2129898. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c) (3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

DEER PARK SOCCER FC 2801 LOUISIANA AVE DEER PARK, TX 77536

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is DEER. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

Keep this part for your records.

CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

99999999999

Your	Telephone Number	Best Time to Call	DATE OF THIS NOTICE: 07-	12-2017
() -		EMPLOYER IDENTIFICATION N	UMBER: 82-2129898
				NARAD

INTERNAL REVENUE SERVICE CINCINNATI OH 45999-0023

DEER PARK SOCCER FC 2801 LOUISIANA AVE DEER PARK, TX 77536

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	1712 Magnavox Way Fort Wayne, IN 46804				PHONE (A/C, No	, Ext): 8	300-441-3994	FAX (A/C, No): 26	60-459-5120	
	Full Wayne, IN 40004				E-MAIL ADDRESS:						
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www.kandkinsurance.com Lic No. 0334819					INSURE	RA: National	Casualty Co	mpany		11991	
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	AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE							E.L. EACH ACCIDENT	\$		
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D. References

<i>Name:</i> <i>Company:</i> <i>Address:</i> <i>Telephone:</i> <i>Email Address:</i> <i>Years doing business</i> <i>with DPSFC:</i>	Say Soccer 11490 Springfield Pike Cincinnati, Ohio 45246 800-233-7291 ext. 1111 bbegley@saysoccer.org
Name:	Jesse Saavedra Deer Park Girls Soccer Head Coach
Company:	
, ,	2800 Texas Avenue
	Deer Park, Texas 77536
Telephone:	832-668-7200 ext. 71407
Email Address:	jsaavedra@dpisd.org
Years doing business with DPSFC:	Since July 2017
Name:	Jerry Hurtado Deer Park Boys Soccer Head Coach
Company:	Deer Park High School
Address:	2800 Texas Avenue
	Deer Park, Texas 77536
-	832-668-7243
	jhurtado@dpisd.org
Years doing business	Since July 2017
with DPSFC:	



E. Indemnification by Organization

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) Dee Park Soccer FC	
SIGNATURE	_
PRINTED NAME Joseph Dyson	
PRINTED TITLE Prestdant	



F. Standard Contract & Acknowledgement

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.

Π.

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 331 day of April , A.D. 2018.
Signature Dicole Stutte
Name Nicole Stuttz
Title Secretary, DPSFC Board of Directors
Company Name Deer Park Soccer FC

Soccer Program Services for City of Deer Park

STANDARD CONTRACT AND ACKNOWLEDGMENT CORPORATE ACKNOWLEDGMENT

THE STATE OF Texas

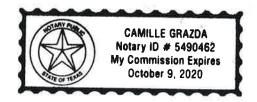
BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared:

Nicole Stuttz (Print Name) Secretury

(Print Title)

of the corporation known as <u>Deer Park Soccer FC</u>, 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 3 day of A.D., 20 1%.

Notary Public In and For NARRIS WAS County, My Commission expires: 200





G. Addendum No. 2 Acknowledgement

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 Answer	#1 = #1 =	Are there any requirements on the binding of proposals. 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 Answer	#6 - #6 -	Is there any adult programming on these current fields or on the proposed fields? 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.

- Question #7 E What would be the standards in the stub period of the contract?
 - #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. Jouff Dyson - Presit

Answer

	E Board	Deer Park Soccer d of Directors for 2(Deer Park Soccer FC Board of Directors for 2018-2019	
Member Name	Position	Phone	DPSFC Email Address	Secondary Email Address
Michael Grant	President	(713) 412-5773	president@dpsfc.com	mjgrant2001@gmail.com
Allison Davis	Vice President	(832) 567-6867	vice_president@dpsfc.com	allison_davis_1113@yahoo.com
Mark Anton	Treasurer	(281) 748-6277	treasurer@dpsfc.com	mjanton1978@gmail.com
Nicole Stuttz	Secretary	(832) 262-9742	secretary@dpsfc.com	nrstuttz@gmail.com
Jerry Hurtado	Coordinator, Elementary Age	(281) 787-5928	elem_coordinator@dpsfc.com	jhurtado@dpisd.org
Jesse Saavedra	Coordinator, Pre-School Age	(281) 797-3649	prek_coordinator@dpsfc.com	jsaavedra@dpisd.org
Steven Nolen	Coordinator, Jr. High Age	(832) 414-4406	coordinator@dpsfc.com	s.nolen13@gmail.com
Stacey Hurtado	Member Care Representative	(281) 851-2426	member_care@dpsfc.com	Stacey.dpsfc@gmail.com
Ana Sanchez	IT / Website Coordinator	(832) 594-8948	it@dpsfc.com	anamsanchez02@gmail.com

As of: April 30, 2018



City of Deer Park

Legislation Details (With Text)

File #:	AUT	18-046	Version:	1	Name:	
Туре:	Auth	norization			Status:	Agenda Ready
File created:	5/30	/2018			In control:	City Council
On agenda:	6/5/2	2018			Final action:	
Title:		sideration 1 for Socce		on on	authorization to	approve the Sports Organization Utilization Agreement
Sponsors:						
Indexes:						
Code sections:						
Attachments:	<u>Spo</u>	rts Organiz	zation Utiliz	ation	Agreement -Dra	t-CLEAN-SOCCER53018
	<u>Spo</u>	<u>rts Organiz</u>	zation Utiliz	ation	Agreement -Dra	t-REDLINE -Soccer42518
Date	Ver.	Action By			Act	ion Result
6/5/2018	1	City Cou	ncil			

Consideration of and action on authorization to approve the Sports Organization Utilization Agreement form for Soccer.

The original term of the current agreements was to expire on June 30, 2018. The new agreements are intended to be effective on July 1, 2018. A subcommittee of the Parks and Recreation Commission (Jo Keifer and Sherry Redwine) have worked with Parks and Recreation Department Staff to develop the proposed new forms of agreement. The drafts of the proposed new forms of agreement are attached, which include the proposed changes in "redline" fashion. The full Parks and Recreations Commission is scheduled to review these draft forms of agreement at the June 4, 2018 PARC Meeting.

None

Authorize the Sports Organization Utilization Agreement form for soccer.



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 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 enters into agreements that will best serve the athletes. Any and all fields can be assigned or reassigned to use by any organization on a yearly basis depending on the registration numbers and needs.

A. Term

 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 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.

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 provide the 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.
- 4. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year
- 5. Approval by the City Council in December of each year.

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. City facility usage for soccer is approved for utilization within the Sports Organization Utilization Agreement.
- 3. 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
 - iv. Select tournaments
 - v. Third party usage
- 4. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
 - i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines.
- 5. 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.
- 6. All persons 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.

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

- 7. The Organization 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.
- 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:
 - 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
- ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.
 - 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.
- 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.
 - 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.
 - a. The specific capital project must be presented and approved by City Council at initial deferment.
- 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.
- 11. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
- 12. The Organization will not allow any other organization, association or group to use the facility without prior approval of the Parks and Recreation Department.
 - i. The City of Deer Park reserve the right to regulate field usage at any time.
- 13. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities. 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.
- 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.

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 activities.
- 2. To ensure the Organization has first rights of refusal.
- 3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
- 4. To approve advertising permitted at athletic facilities.
- 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 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, 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) during regularly scheduled season.
 - b. The Department will maintain lighting schedules for facilities with automatic lighting system.
 - g. 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. 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.
- 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 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.
- 7. Furnish trash receptacles and trash liners.
 - i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- 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.
- 9. Maintain all parking areas.
- 10. Provide utility services for facilities including electrical, water and sewer where required.
- 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.
- 12. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- 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.
- 14. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 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.
- 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.
- 17. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

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 athletic activities.
- 2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. It is suggested that the Organization prioritize usage of the fields in the following manner
 - i. Recreational league games
 - ii. Select league games

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017

- iii. League sponsored tournaments
- iv. Select tournaments
- v. Third party usage
- The Organization shall furnish the Department an annual report, by October 31st of each year, which includes the total number of 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.
- 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, games, tournaments, and 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 prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
 - i. 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, 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.

- 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.
 - 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 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. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.
- 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. The Department, before installation, shall approve signs including installation materials and methods.
- 17. The Organization shall:
 - i. Prohibit its coaches and players from 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.
- v. Supply all scoreboards and maintain all boards including bulb replacement.
- vi. Keep 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.
- vii. Maintain the premises in a safe and aesthetic manner
- 18. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
- 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 inspect every field (playing surfaces) prior to the first game each day/night of league play for any safety concerns such as holes in the infield or outfield, secure bases, fences, backstops or anything that might be a hazard.
 - 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.
- 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.
- 22. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
 - 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.

- 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.
 - i. The Organization's President, or designated representative, is required to attend all scheduled City sports organization meetings.
- 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.
- 25. The Organization is authorized to use a City facility location, dependent on availability, and facility availability :
- 26. The Organization should utilize the following recommendations in the event of severe weather:
 - i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.
 - ii. Have a means of monitoring local weather forecasts and warnings.
 - iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.
 - iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
 - v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.

F. Tournaments

- 1. The Department will be notified of all tournaments by the Organization no later than two (2) weeks prior to tournament taking place. 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 any teams affiliated with organization to utilize facilities for tournaments beginning March 1 October 31 of each year.
- 3. Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department. 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.

G. Third party Usage

- 1. Use of any City facility is restricted to Organizations that are members of and/or affiliated with a Department approved Sports Organization Utilization Agreement.
- 2. Outside third party usage must be contracted and approved through the Parks and Recreation Department.
 - a. All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.
- 3. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.
- 4. 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.
- 5. 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.
 - ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
- 6. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
- 7. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
- 8. The City may allow third party 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.
- 9. The Department will receive notification of 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.
- 10. Payments: The City will receive from the third party renter payment prior to usage.

H. 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.

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___.

Parks and Recreation Commission Recommended October 7, 2013
Approved by City Council November 5, 2013
Revised May 29, 2014
Parks and Recreation Commission Recommended September 6, 2016
Revised March 6, 2017 – PARC Meeting
Approved by PARC April 3, 2017

Authorized organization:

Name: ______

Signature: _____

Park Board Chairman:

Name: _____

Signature: _____

Parks and Recreation Department Director

Name:_____

Signature: _____

City of Deer Park Mayor

Name: ______

Signature: _____

<u>EXHIBIT A</u>

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 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.

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

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



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.

. Definition:

- 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 particu
- 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:
- Teams must adhere to the Organization's National Sports Association rules and guidelines for recreation for all Teams; or
- Dread of the second second
- 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.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 **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.

- Team(s) must have less than forty percent (40%) of team participants actively participating on a nonrecreational team.
- Recreation(al) Tournament(s): To qualify as a recreational tournament the following requirements must be met:
- 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.
- Non Recreation(al): Teams and Tournaments that do not meet the established criteria above are to be considered non-recreation(al).

B.A. Term

 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 <u>sixtythirty (630)</u> days advance<u>d</u> 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.

G.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.
- That the Organization provided the following informationannual 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.
- Seek recommendation for approval by <u>City Council from the</u> Parks and Recreation Commission in <u>November of each year</u>-
- 5. Approval by the City Council in December of each year.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 Commented [JZ4]: This has been updated in 2017 and removed in 2018 revisions. See new condensed definitions in Glossy of Terms

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.

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		Formatted: Font: Bold
	contribution of services, amenities and cash or donation on the part of the Organization does		
	not imply ownership on behalf of the Organization.		
<u>2.</u>	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.		
<u>3.</u>	The Organization is required to provide a minimum service of Recreational League play.		Commented [JZ8]: Item only listed in baseball and Softball
<u>4.</u>	It is suggested that the Organization prioritize usage of the fields in the following manner:		
	i. Recreational league games		Formatted
	ii. League sponsored tournaments <mark>Select league games</mark>		Commented [JZ9]: This is only listed this order for Soccer only
	—League sponsored tournaments		due to the sporting structure of soccer
	<u>III.</u> +		Formatted
	League sponsored tournaments		
	iv. Select tournaments		Commented [JZ10]: Recommended organization priority usage
	v. Tournaments not affiliated with contracted organization Third party usage		
	2.<u>vi.</u>		Commented [JZ11]: Will be managed by P&R department.
	i-vii. Other priority users include any persons living within the Deer Park Independent School		
	District boundary lines.		
	ii.viii. 7570% of all Organization Recreational League 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.		Commented [SS12]: March 6, 2017, PARC agreed they would like to keep the 75% requirement and agreed to include the "Plan
	iii. No citizen living within the City limits may be turned away for a participant living outside	\backslash	of Action" allowance for those that do not currently meet the 75%.
	the city limits.	$\langle \rangle$	The PARC did not want to lower the percentage to 60% as requested by Quest.
	iv. Any person(s) and/or team living outside of the established boundaries will not have	\	Commented [JZ13R12]: Due to the regional make of soccer
	priority for use of any city owned facility. This is to include league play or practice.		and challenges regulating these percentages; this item was removed.
3. 5	All persons within the established boundaries will be offered the opportunity to participate in all		Ternoved.
	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.		Formatted: Highlight
5.	-Organization must operate as a non-profit association, as set forth by the Internal Revenue		Commented [JZ14]: Due to the Request for Proposal for Soccer

i.---All financial documents and records are subject to audit per request of the City.

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er services, we have opened this option to Profit and Non-profit organizations.

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outside of the Organizations structured use.	
i. Only authorized camps or clinics <u>authorized cosponsored by either the utilizing</u>	
Organization or by the City, with all proceeds benefiting the Organization or the City, are	
permitted. <u>The City has first right of refusal.</u>	Commented [JZ15]: The City administers the usage of th
 The Organization shall-WILL notNOT collect admission fees nor require the public to pay other 	facilities outside of the Sports Organization Utilization Agree
charges to attend practice, games or recreational tournaments at City facilities per City ordinance.	Formatted
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,	Formatted: Font: Not Bold, Not Highlight
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	Formatted
amount of \$5,000. Capital improvements may consist of, but are not limited to:	
a. Fence repairs	Formatted
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	
ii. A payment in the amount of \$5,000 for future projects at the Organizations designated	Formatted
facility.	
a. Funds will be held in a designated City of Deer Park account.	Formatted
b. It is recommended that funds are used prior to reaching an account balance of	
<u>\$50,000.</u>	
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.	
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 lea
i. The difference of the minimum amount can be applied to the following year's agreement.	short expectations of Capital Improvement items.
ii. Should the Organization decide to make a payment towards a specific capital project,	Formatted
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 presented and approved by City Council at	romatted

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

- 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. The City of Deer Park reserve the right to regulate field usage at any time.

- ii. 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.
- **11.12.** 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
 - 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 <u>athletic recreational</u> activities.
 - To seek recommendation and approval by the Parks and Recreation Commission and City Council for contract renewal.
 - 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.
 - 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:
 - 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.

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

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

Commented [JZ20]: For reference to the SOUA

- 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.
 - Attempt to maintain at least 75% of the potential lighting for field <u>(based</u> 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 form 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.
- 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.
 - 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.

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<u>10.7.</u> Furnish trash receptacles and trash liners.

- Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- Clean and stock restrooms.

11.8.

- 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.
- <u>12.9.</u> Maintain all parking areas.
- 13.10. Provide utility services for facilities including electrical, water and sewer where required.
- <u>14.11.</u> 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.
- <u>17-14.</u> 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.
- <u>19.16.</u> 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 recreationalathletic activities.
- 2.—Utilize City facilities for the primary use of citizens living within the incorporated city limits.
- 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

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Commented [JZ22]: 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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iii. League sponsored tournaments

iv. Select tournaments

v. Tournaments not affiliated with contracted organization Third party usage

- 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.
 - 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. <u>Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st)</u>.
 - 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.i. All regular board meetings shall be open to the public.
 - iii-ji. 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.

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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 <u>and to acquire all necessary</u> <u>health code licenses</u> prior to opening for any season.
 - <u>Dependent upon the issue</u>, i[‡]t shall be the responsibility of the Organization to make any alterations or repairs required by the Harris County Health Department.
 - 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.

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discretion

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- <u>17-15.</u> 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.
 - III. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.

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

- Prohibit its coaches and players from <u>htting_or_kicking</u> 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.
 - 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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- 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.
- <u>20.18.</u> 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.

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.
 - 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.

25.23. 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.
- 25. The Organization is authorized to use a City facility location, dependent on availability, <u>and facility</u> <u>availability upon written request three (3) weeks in advance, for the following</u>:
- 26. The Organization should utilize the following recommendations in the event of severe weather: i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high
 - winds, and thunder or lightning activity
 - ii. Have a means of monitoring local weather forecasts and warnings.
 - iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.
 - iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
 - 27.v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.
 - 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

- 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 of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.
- 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."

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Commented [SS36]: Quest would like to change the dates to January 2 – December $15^{\rm th}$. 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.

- 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:
 - \$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
 - -\$10 per hour, per field for lights.
 - ii. Organization will pay the Department:
 - a.—\$50 per field, per day and/or
 - 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.

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

- <u>6.</u> Use of any City facility is restricted to Organization's that are members of and/or affiliated with a Department approved established state or national association. Sports Orerganization Utilization Agreement.
- 4.7. Outside third party usage must be contracted and approved through the Parks and Recreation <u>Department.</u>
 - Such registration must comply with all rules of the association/organization and any state or national governing body.
 - i. Select teams must register and submit the following annual registration with the Department in order to gain access to the fields.

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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.

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

- a.—All non-recreational <u>3rd party teams</u> 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.
- <u>10.</u> 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 <u>Recreation Department.</u>
 - 4.ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
- 5-11. <u>The OrganizationThird Party user</u> 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-<u>13.</u> Organization-<u>The City</u> may allow third party non recreational teams-<u>users</u> 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 teamthird 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 <u>Organization</u>third party renter payment prior to usage. either the following payment schedule, to be administered by the <u>Organization</u>, 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.
- Annual fee of \$250 paid to the Organization annually valid for each calendar year (January 1 December 31).
- 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:

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 Page 14

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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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- 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
- ii. \$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
- . \$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 proceeding month's nonrecreational 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.

LG. 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.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 Commented [JZ44]: Formal Default policy established and added to contract

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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.

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 relate	ed 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_	
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:
Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013	Page 16

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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**,7275(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)

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current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

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.
- 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.

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EXHIBIT B

Glossary of Terms

- <u>Recognized Organization A recognized sports organization with the City of Deer Park is an</u>
 <u>organization that has been formally recognized by City Council as an established sports group within the</u>
 <u>City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee</u>
 <u>rates or at no cost per the inter-local agreement. A recognized organization must have:</u>
 - a. Established structure
 - b. Recommendation from Parks and Recreation Commission
 - c. Approval from City Council
- 2. <u>Youth-Sports Organization Utilization Agreement- An agreement to establish a mutual understanding</u> and working relationship between various organizations and the City.

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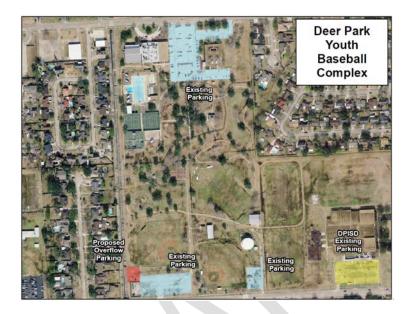
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- 3. Recreation(al) Play: An intraclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
- 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.
- Select League Teams
- Select Tournaments
- Capital Improvement Projects A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.



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City of Deer Park

Legislation Details (With Text)

File #:	AUT	18-047	Version:	1	Name:	
Туре:	Auth	norization			Status:	Agenda Ready
File created:	5/30	/2018			In control:	City Council
On agenda:	6/5/2	2018			Final action:	
Title:	Consideration of and action on authorization to approve the Sports Organization Utilization Agreement form for Girls' Softball.					
Sponsors:						
Indexes:						
Code sections:						
Attachments:	<u>Spo</u>	rts Organiz	zation Utiliz	ation	Agreement -Dra	ft-CLEAN- SOFTBALL53018
	<u>Spo</u>	rts Organiz	<u>zation Utiliz</u>	ation	Agreement -Dra	ft-REDLINE - SOFTBALL42518
Date	Ver.	Action By			Ac	tion Result
6/5/2018	1	City Cou	ncil			

Consideration of and action on authorization to approve the Sports Organization Utilization Agreement form for Girls' Softball.

The original term of the current agreements was to expire on June 30, 2018. The new agreements are intended to be effective on July 1, 2018. A subcommittee of the Parks and Recreation Commission (Jo Keifer and Sherry Redwine) have worked with Parks and Recreation Department Staff to develop the proposed new forms of agreement. The drafts of the proposed new forms of agreement are attached, which include the proposed changes in "redline" fashion. The full Parks and Recreations Commission is scheduled to review these draft forms of agreement at the June 4, 2018 PARC Meeting.

None

Authorize the Sports Organization Utilization Agreement form for girls' softball.



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 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 enters into agreements that will best serve the athletes. Any and all fields can be assigned or reassigned to use by any contracted organization on a yearly basis depending on the participation and needs.

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 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.

B. Option to renew

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:

- i. 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.
- ii. That the Organization provide the annual report prior to the start of the season:
 - a. Copy of approved current constitution and by-laws for Organization.
 - b. List of current Organization officers and board members with addresses, phone numbers, and email.
 - c. Proposed Organization schedule of events.
 - d. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured..
- iii. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year.
- iv. Approval by the City Council in December of each year.

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 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
 - iv. Select tournaments
 - v. Third party usage
- 5. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
 - i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines
- 6. 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.
- 7. 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.
- 8. 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.

- ii. Only camps or clinics authorized by the City, with all proceeds benefiting the Organization or the City are permitted. The City has first right of refusal.
- 9. The Organization 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.
- 10. 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:
 - 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
 - ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.
 - 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.
- 11. 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.
 - 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.
 - a. The specific capital project must be recommended by the Parks and Recreation Commission and presented and approved by City Council at initial deferment.
- 12. 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.
- 13. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
- 14. The Organization will not allow any other organization, association or group to use the facility without prior approval of the Parks and Recreation Department.
 - i. The City of Deer Park reserve the right to regulate field usage at any time.
- 15. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities. 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.

16. 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.

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 activities.
- 2. To ensure the Organization has first rights of refusal,
- 3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
- 4. To approve advertising permitted at athletic facilities.
- 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 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, 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.
 - e. Make major electrical and air conditioning unit repairs as deemed necessary by the Department.
 - f. Paint all structures as deemed necessary by the Department.
 - 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.
 - h. The Organization will appoint three 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. 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.
 - i. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

- 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 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.
- 7. Furnish trash receptacles and trash liners.
 - i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- 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.
- 9. Maintain all parking areas.
- 10. Provide utility services for facilities including electrical, water and sewer where required.
- 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.
- 12. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- 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.
- 14. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 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. The Department, to the best of our ability, will address all maintenance and repair requests in priority order.
- 16. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.
- 17. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

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 athletic activities.
- 2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. 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. 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 participants, including the number 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.
- 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, games, tournaments, and 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 prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
 - i. 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, 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.
- 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.
 - 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.

- i. 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. The Department, before installation, shall approve signs including installation materials and methods.
- 19. The Organization shall:
 - i. Prohibit its coaches and players from hitting 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.
 - v. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions. Do all watering of fields as needed and allowed by the Department.
 - vi. Supply all scoreboards and maintain all boards including bulb replacement.
 - vii. Keep 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.
 - 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 inspect every field (playing surfaces) prior to the first game each day/night of league play 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.
- 24. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- 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.
- 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.
- 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.
- 28. The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. :
- 29. The Organization should utilize the following recommendations in the event of severe weather:
 - i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.
 - ii. Have a means of monitoring local weather forecasts and warnings.
 - iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.

- iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.

F. Tournaments

- The Department will be notified of all tournaments by the Organization no later than two (2) weeks prior to tournament taking place. Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and whom any and all net proceeds benefit.
- Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning February 1 – October 31 of each year.
- 3. Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department. 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.

G. Third party usage

- 1. Use of any City facility is restricted to Organizations that are members of and/or affiliated with a City Council approved Sports Organization Utilization Agreement.
- 2. Outside third party usage must be contracted and approved through the Parks and Recreation Department.
 - a. All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.
- 3. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.
- 4. 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.
- 5. 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.
 - ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
- 6. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

- 7. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
- 8. The City may allow third party 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.
- 9. The Department will receive notification of 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.
- 10. Payments: The City will receive from the third party renter payment prior to usage.

H. Rain-out Policy

1. Organization must abide by the City adopted Rainout 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.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017

- 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.

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 ini
said city. This agreement shall be effective from January 1, 20	_through December 31, 20but may be soone
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:

<u>EXHIBIT A</u>

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 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.

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

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



City of Deer Park

Parks and Recreation Department

Sport Organization Utilization Agreement

<u>Softball</u>

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:

- 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:
- 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:
- 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.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 **Commented [JZ1]:** To better meet the needs of the community, this wording was revised

Formatted

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.

- Team(s) must have less than forty percent (40%) of team participants actively participating on a nonrecreational team.
- Recreation(al) Tournament(s): To qualify as a recreational tournament the following requirements must be met:
- 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.
- Non Recreation(al): Teams and Tournaments that do not meet the established criteria above are to be considered non-recreation(al).

B.A. Term

 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 <u>sixtythirty (630)</u> days advance<u>d</u> 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.

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

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

of Terms

G.B.Option to renew

1.

- 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-ii. That the Organization provided the following informationannual 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.
 - 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 <u>City Council from the</u> Parks and Recreation Commission in November of each year.

iii.

5-iv. Approval by the City Council in December of each year.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017

d.

D.C. General Agreements

- 1. <u>The Organization understands that the City is the sole owner of the facilities and any</u> contribution of services, amenities and cash or donation on the part of the Organization does not imply ownership on behalf of the Organization.
- Use of City facilities are <u>primarily</u> for the <u>primary recreational</u>-use of citizens living within the incorporated city limits <u>and/or attends a Deer Park ISD school</u>.
- 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
 - 2.vi.
 - i. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
 - ii-vii. 7705% of the Recreational League 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.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 Formatted: Font: Bold

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.

	Only authorized camps or clinics authorized cosponsored by either the utilizing	
1		
	Organization or <u>by the</u> 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
7. The Org	anization shall <u>WILL notNOT</u> collect admission fees nor require the public to pay other	facilities outside of the Sports Organization Utilization Agreen
charges	to attend practice, games or recreational tournaments at City facilities per City ordinance.	Formatted
<mark>In lieu e</mark>	of payment of fees to the City, the Organization may, upon approval from City Council,	
<mark>make a</mark> r	n improvement to a City of Deer Park athletic facility used by the organization. The	
<mark>proposa</mark>	I for said improvement to the facility in lieu of payment must be submitted in writing with	
<mark>the form</mark>	nal request for renewal of this agreement as outlined in Sections C F. In addition, copies	
	ceipts for the previous year's agreement's contributions must be provided to determine	
the tota	I funds contributed to the facilities in lieu of payment,	Formatted: Font: Not Bold, Not Highlight
8. Annually	y, The Organization must submit with the annual agreement renewal either of the	
following	<u>g:</u>	
<u>i.</u>	In Lieu of proposal for capital improvements to their designated facility in the minimum	Formatted
1	amount of \$5,000. Capital improvements may consist of, but are not limited to:	
	a. Fence repairs	Formatted
	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	
ii.	A payment in the amount of \$5,000 for future projects at the Organizations designated	Formatted
	facility.	
	a. Funds will be held in a designated City of Deer Park account.	Formatted
	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.	
9. Should t	he Organization choose to submit an In Lieu of project or payment exceeding the \$5,000	
	m; the following terms would apply:	Commented [JZ16]: Staff believes this will meet the least
	The difference of the minimum amount can be applied to the following year's agreement.	short expectations of Capital Improvement items.
	Should the Organization decide to make a payment towards a specific capital project,	Formatted
	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.	
2	7.a. The specific capital project must be recommended by the Parks and Recreation	Formatted
	Commission -presented and presented and approved by City Council at initial	Tormatted
	deferment.	Commented [JZ17]: New in Lieu of flat fee structure for

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

- 9-11. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
- <u>12.</u> 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.
 - 10-i. The City of Deer Park reserve the right to regulate field usage at any time.
 - 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.
 City facilities to be used for personal profit, by any individual, must have written authorization by the Parks and Recreation Department.
- <u>11.13.</u> 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 <u>athletic recreational</u> activities.
- To seek recommendation and approval by the Parks and Recreation Commission and City Council for contract renewal.
- 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.

<u>8-5.</u> 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.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 **Commented [JZ18]:** Capital projects will be put through the standard formal City process for construction.

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- c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
- <u>d.</u> Make major plumbing repairs for restrooms, sinks, urinals and commodes<u>as</u> <u>deemed necessary by the Department.</u>
- d.<u>e. Make major</u> electrical<u>repairs</u> and air conditioning unit repairs as deemed necessary by the Department.
- e.f. Paint all structures as deemed necessary by the Department.
- 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.
 - 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 form notifying the City of permission changes throughout the year.
- 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.
- hi_To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

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.
- 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.

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

- 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.
- <u>12.9.</u> Maintain all parking areas.
- 13.10. Provide utility services for facilities including electrical, water and sewer where required.
- <u>14.11.</u> 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.
- <u>17-14.</u> 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 tThe 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.

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 recreationalathletic 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
 - <u>manner</u>
 - i. Recreational league games
 - ii. League sponsored tournaments
 - iii. Select league games

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Commented [JZ22]: 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 the <u>number a breakdown</u> 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.
- 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. <u>Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).</u>
- 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.i. 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.

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- 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.
 - It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand <u>and to acquire all necessary</u> <u>health code licenses</u> prior to opening for any season.
 - <u>Dependent upon the issue, i</u>t 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.
- 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.

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discretion

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- 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.
 - i.--Any major electrical, utility or structural problems shall be reported to the Department by 12:00 pm the following business day.
 - Щi. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.
- Formatted: Highlight 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
- 19. The Organization shall:

approve signs including installation materials and methods.

- 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.
 - Prepped fields are defined as Game-Ready which includes infields dragged, batter boxes chalked, foul-lines chalked and bases placed in their proper locations.
 - Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.
 - 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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- 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.
- Weight 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.

<u>25.26.</u> 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.

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

29. The Organization should utilize the following recommendations in the event of severe weather:

- i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.
- ii. <u>Have a means of monitoring local weather forecasts and warnings.</u>
- iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.
- iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- 27-v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.
 - 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

- 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 accurs. Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.
- Organization may allow non-recreational any teams affiliated with organization or hosting entity to utilize facilities for tournaments beginning March-February 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.
 - 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."

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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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- 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:
 - \$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
 - -\$10 per hour, per field for lights.
 - ii. Organization will pay the Department:
 - a.—\$50 per field, per day and/or
 - 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.

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

- <u>6.</u> Use of any City facility is restricted to Organization's that are members of and/or affiliated with a <u>City Council approved Sports Organization Utilization Agreement.</u> <u>Department approved</u> <u>established state or national association.organization.</u>
- 4.7. Outside third party usage must be contracted and approved through the Parks and Recreation <u>Department.</u>
 - 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.

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Commented [JZ41]: P&R has addressed field usage from third party users via a formal rental process.

- a.—All non-recreational <u>3rd party teams</u> 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-<u>The Organizations regular</u> league play, practices and associated events take priority and-precedence over <u>all-all third party non-recreational</u> 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.
- <u>10.</u> 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 <u>Recreation Department.</u>
 - 4.ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
- 5-11. <u>The OrganizationThird Party user</u> 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-<u>13.</u> Organization-<u>The City</u> may allow third party non recreational teams-<u>users</u> 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.<u>with the restrictions_that</u>:
 - 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 teamthird 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 <u>Organization</u>third party renter payment prior to <u>usage</u>, 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.
- Annual fee of \$250 paid to the Organization annually valid for each calendar year (January 1 December 31).
- 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:

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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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- 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
- ii. \$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
- . \$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 proceeding month's nonrecreational 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.

LG. 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.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 Commented [JZ45]: Formal Default policy established and added to contract

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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.

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 relate	d 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:
Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013	Page 16

Approved by City Council November 5, 20 Revised May 29, 2014

Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017

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**,7275(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)

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Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017

current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

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.
- 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.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017

ЕХНІВІТ В

Glossary of Terms

- <u>Recognized Organization A recognized sports organization with the City of Deer Park is an</u>
 <u>organization that has been formally recognized by City Council as an established sports group within the</u>
 <u>City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee</u>
 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. <u>Youth-Sports Organization Utilization Agreement-</u> An agreement to establish a mutual understanding and working relationship between various organizations and the City.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 Page 19

referenced them for better understanding during the Sports organization utilization agreement. Formatted: Font: Bold Formatted: List Paragraph, Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5" Commented [JZ47]: Is this the correct term? Formatted: Font: Not Bold

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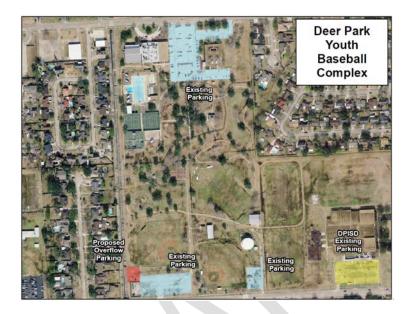
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- 3. Recreation(al) Play: An intraclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
- 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.
- Select League Teams
- Select Tournaments
- Capital Improvement Projects A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.



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City of Deer Park

Legislation Details (With Text)

AUT	18-048	Version:	1	Name:	
Auth	norization			Status:	Agenda Ready
5/30	/2018			In control:	City Council
6/5/2	2018			Final action:	
Consideration of and action on authorization to approve the Sports Organization Utilization Agreement form for Baseball.					
Sports Organization Utilization Agreement -Draft-CLEAN- BASEBALL53018					
Sports Organization Utilization Agreement -Draft-REDLINE - BASEBALL42518					
Ver.	Action By			Act	ion Result
1	City Cou	ncil			
	Auth 5/30 6/5/2 Con form	form for Baseb Sports Organiz Sports Organiz Ver. Action By	Authorization 5/30/2018 6/5/2018 Consideration of and action form for Baseball.	Authorization 5/30/2018 6/5/2018 Consideration of and action on form for Baseball. Sports Organization Utilization Sports Organization Utilization Ver. Action By	Authorization Status: 5/30/2018 In control: 6/5/2018 Final action: Consideration of and action on authorization to a form for Baseball. Sports Organization Utilization Agreement -Draft Sports Organization Utilization

Consideration of and action on authorization to approve the Sports Organization Utilization Agreement form for Baseball.

The original term of the current agreements was to expire on June 30, 2018. The new agreements are intended to be effective on July 1, 2018. A subcommittee of the Parks and Recreation Commission (Jo Keifer and Sherry Redwine) have worked with Parks and Recreation Department Staff to develop the proposed new forms of agreement. The drafts of the proposed new forms of agreement are attached, which include the proposed changes in "redline" fashion. The full Parks and Recreations Commission is scheduled to review these draft forms of agreement at the June 4, 2018 PARC Meeting.

None

Authorize the Sports Organization Utilization Agreement form for baseball.



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 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 enters into agreements that will best serve the athletes. Any and all fields can be assigned or reassigned to use by any contracted organization on a yearly basis depending on the participation and needs.

A. Term

 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 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.

B. Option to renew

1. Renewal of this agreement for an additional term shall be conditioned upon the following terms:

- i. 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.
- ii. That the Organization provide the annual report prior to the start of the season:
 - a. Copy of approved current constitution and by-laws for Organization.
 - b. List of current Organization officers and board members with addresses, phone numbers, and email.
 - c. Proposed Organization schedule of events.
 - d. Copy of Organization's general liability insurance policy and have the City of Deer Park as additional insured.
- iii. Seek recommendation for approval by City Council from the Parks and Recreation Commission in November of each year.
- iv. Approval by the City Council in December of each year.

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 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
 - iv. Select tournaments
 - v. Third party usage
- 5. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
 - i. 70% of the Recreational League participation must be comprised of either City of Deer Park residents or those living within the Deer Park Independent School District boundary lines.
- 6. 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.
- 7. 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.
- 8. 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.

- ii. Only camps or clinics authorized by the City, with all proceeds benefiting the Organization or the City are permitted. The City has first right of refusal.
- 9. The Organization 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.
- 10. 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:
 - 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
 - ii. A payment in the amount of \$5,000 for future projects at the Organizations designated facility.
 - 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.
- 11. 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.
 - 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.
 - a. The specific capital project must be recommended by the Parks and Recreation Commission and presented and approved by City Council at initial deferment.
- 12. 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.
- 13. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
- 14. The Organization will not allow any other organization, association or group to use the facility without prior approval of the Parks and Recreation Department.
 - i. The City of Deer Park reserve the right to regulate field usage at any time.
- 15. Anyone wishing to utilize the fields outside the organization must go through the City in order to rent the facilities. 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.

16. 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.

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 activities.
- 2. To ensure the Organization has first rights of refusal.
- 3. To oversee, manage, and accept all capital improvement projects for athletic facilities.
- 4. To approve advertising permitted at athletic facilities.
- 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 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, 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.
 - e. Make major electrical and air conditioning unit repairs as deemed necessary by the Department.
 - f. Paint all structures as deemed necessary by the Department.
 - 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.
 - h. The Organization will appoint three 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. 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.
 - i. To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

- 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 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.
- 7. Furnish trash receptacles and trash liners.
 - i. Remove all trash deposited in containers minimum twice a week or as deemed necessary the Department.
- 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.
- 9. Maintain all parking areas.
- 10. Provide utility services for facilities including electrical, water and sewer where required.
- 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.
- 12. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- 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.
- 14. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- 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. The Department, to the best of our ability, will address all maintenance and repair requests in priority order.
- 16. The City will include promotional opportunities through the Fall/Winter, Spring and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.
- 17. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

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 athletic activities.
- 2. Utilize City facilities for the primary use of citizens living within the incorporated city limits. 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. 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 participants, including the number 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.
- 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, games, tournaments, and 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 prior to the election. Every reasonable effort shall be made to notify all interested parties prior to the election date.
 - i. 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, 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.
- 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.
 - 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.

- i. 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. The Department, before installation, shall approve signs including installation materials and methods.
- 19. The Organization shall:
 - i. Prohibit its coaches and players from hitting 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.
 - v. Fields are to remain open following the conclusion of practices, games and tournaments and are to remain open until permissible by the above conditions. Do all watering of fields as needed and allowed by the Department.
 - vi. Supply all scoreboards and maintain all boards including bulb replacement.
 - vii. Keep 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.
 - 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 inspect every field (playing surfaces) prior to the first game each day/night of league play 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.
- 24. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- 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.
- 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.
- 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.
- 28. The Organization is authorized to use a City facility location, dependent on availability, and approval from the Parks and Recreation Department. :
- 29. The Organization should utilize the following recommendations in the event of severe weather:
 - i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity.
 - ii. Have a means of monitoring local weather forecasts and warnings.
 - iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.

- iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.

F. Tournaments

- The Department will be notified of all tournaments by the Organization no later than two (2) weeks prior to tournament taking place. Notification of tournament to include dates, who is hosting the tournament, contact information for tournament host, and whom any and all net proceeds benefit.
- 2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning March 1 October 31 of each year.
- 3. Facilities may be utilized outside of the allotted time period for tournaments with prior permission from the Parks and Recreation Department. 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.

G. Third party usage

- 1. Use of any City facility is restricted to Organizations that are members of and/or affiliated with a City Council approved Sports Organization Utilization Agreement.
- 2. Outside third party usage must be contracted and approved through the Parks and Recreation Department.
 - a. All Third party usage must carry general liability insurance with limits no less than one (1) million dollars.
- 3. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.
- 4. 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.
- 5. 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.
 - ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
- 6. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.

- 7. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
- 8. The City may allow third party 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.
- 9. The Department will receive notification of 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.
- 10. Payments: The City will receive from the third party renter payment prior to usage.

H. Rain-out Policy

1. Organization must abide by the City adopted Rainout 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.

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- 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.

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 ini	n
said city. This agreement shall be effective from January 1, 20 $_$	_ through December 31, 20 but may be soone	r.
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:	_

<u>EXHIBIT A</u>

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 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.

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

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



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:

- 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:
- 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:
- 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.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 **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.

- Team(s) must have less than forty percent (40%) of team participants actively participating on a nonrecreational team.
- Recreation(al) Tournament(s): To qualify as a recreational tournament the following requirements must be met:
- 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.
- Non Recreation(al): Teams and Tournaments that do not meet the established criteria above are to be considered non-recreation(al).

B.A. Term

 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 <u>sixtythirty (630)</u> days advance<u>d</u> 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.

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

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

of Terms

G.B.Option to renew

1.

- 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-ii. That the Organization provided the following informationannual 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.
 - 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 <u>City Council from the</u> Parks and Recreation Commission in November of each year.

iii.

5-iv. Approval by the City Council in December of each year.

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d.

D.C. General Agreements

- 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.
- Use of City facilities are <u>primarily</u> for the <u>primary recreational</u>-use of citizens living within the incorporated city limits <u>and/or attends a Deer Park ISD school</u>.
- 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

<u>2.vi.</u>

- i-vii. Other priority users include any persons living within the Deer Park Independent School District boundary lines.
- ii.viii. 705% of the Recreational League 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.

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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.

outside of the Organizations structured use.	
i-ii. Only authorized camps or clinics <u>authorized cosponsored by either the utiliz</u>	
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
7. The Organization shall-WILL notNOT collect admission fees nor require the public to pay ot	
charges to attend practice, games or recreational tournaments at City facilities per City ordinar	ICE.
In lieu of payment of fees to the City, the Organization may, upon approval from City Cour	i <mark>cil,</mark>
make an improvement to a City of Deer Park athletic facility used by the organization.	F <mark>he</mark>
proposal for said improvement to the facility in lieu of payment must be submitted in writing v	<mark>iith</mark>
the formal request for renewal of this agreement as outlined in Sections C.F. In addition, cop	<mark>vies</mark>
of all receipts for the previous year's agreement's contributions must be provided to determ	<mark>ine</mark>
the total funds contributed to the facilities in lieu of payment.	Formatted: Font: Not Bold, Not Highlight
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 minim	um Formatted
amount of \$5,000. Capital improvements may consist of, but are not limited to:	
a. Fence repairs	Formatted
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	
ii. A payment in the amount of \$5,000 for future projects at the Organizations designa	ted Formatted
facility.	
a. Funds will be held in a designated City of Deer Park account.	Formatted
b. It is recommended that funds are used prior to reaching an account balance	e of
\$50,000.	
c. The City of Deer Park may utilize funds at their discretion with recommendat	ion
from the Parks and Recreation Commission and approval from the City Counc	
9. Should the Organization choose to submit an In Lieu of project or payment exceeding the \$5,	_
minimum; the following terms would apply:	Commented [JZ16]: Staff believes this will meet the leaf
i. The difference of the minimum amount can be applied to the following year's agreeme	short expectations of Capital Improvement items
ii. Should the Organization decide to make a payment towards a specific capital proj	Formattad
funds can be deferred up to three consecutive (3) years or up to an account balance	
\$50,000. Three (3) consecutive years begins at initial deferred payment.	
7-a. The specific capital project must be recommended by the Parks and Recreat	ion ^₄ Formatted
Commission -presented and presented and approved by City Council at ini	
deferment.	Commented [JZ17]: New in Lieu of flat fee structure for

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

- 9-11. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
- <u>12.</u> 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.
 - 10-i. The City of Deer Park reserve the right to regulate field usage at any time.
 - 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.
 City facilities to be used for personal profit, by any individual, must have written authorization by the Parks and Recreation Department.
- <u>11.13.</u> 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 <u>athletic recreational</u> activities.
- To seek recommendation and approval by the Parks and Recreation Commission and City Council for contract renewal.
- 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.

<u>8-5.</u> 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.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 **Commented [JZ18]:** Capital projects will be put through the standard formal City process for construction.

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

Commented [JZ20]: For reference to the SOUA

- c. Maintain structural integrity of concession stands, restrooms and storage buildings including repair or replacement of damaged roofs, doors and windows.
- <u>d.</u> Make major plumbing repairs for restrooms, sinks, urinals and commodes<u>as</u> <u>deemed necessary by the Department.</u>
- d.<u>e. Make major</u> electrical<u>repairs</u> and air conditioning unit repairs as deemed necessary by the Department.
- e.f. Paint all structures as deemed necessary by the Department.
- 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.
 - 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 form notifying the City of permission changes throughout the year.
- 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.
- hi_To provide, inspect and maintain AED units, fire extinguishers and pest control service at all City facilities.

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.
- 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.

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

- 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.
- <u>12.9.</u> Maintain all parking areas.
- 13.10. Provide utility services for facilities including electrical, water and sewer where required.
- <u>14.11.</u> 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.
- <u>17-14.</u> 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 tThe 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.
- <u>19.16.</u> 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 recreationalathletic 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
 - <u>manner</u>
 - i. Recreational league games
 - ii. League sponsored tournaments
 - iii. Select league games

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Commented [JZ22]: 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 <u>the number a breakdown</u> 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.
- 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. <u>Schedules are due quarterly (January 1st, April 1st, July 1st, October 1st).</u>
- 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.i. 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.

Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 **Commented [JZ23]:** The P&R department will be able to regulate this number more efficiently.

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- 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.
 - It shall be the responsibility of the Organization to contact the Harris County Health Department for an annual inspection of the concession stand <u>and to acquire all necessary</u> <u>health code licenses</u> prior to opening for any season.
 - <u>Dependent upon the issue, i</u>t 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.
- 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.

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discretion

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- 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.
 - i.--Any major electrical, utility or structural problems shall be reported to the Department by 12:00 pm the following business day.
 - Щi. At no time or under any circumstances is any organization official or bystander allowed to attempt to correct any of these problems.
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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.
 - Prepped fields are defined as Game-Ready which includes infields dragged, batter boxes chalked, foul-lines chalked and bases placed in their proper locations.
 - Organization shall not lock a prepped field more than three (3) hours before the start of a game or tournament.
 - 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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Page 10

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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.
- Weight 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.

<u>25.26.</u> 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.

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- 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.
- 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:

29. The Organization should utilize the following recommendations in the event of severe weather:

- i. Postpone or suspend activity if a thunderstorm appears imminent before or during an activity or contest (irrespective of whether lightning is seen or thunder heard) until the hazard has passed. Signs of imminent thunderstorm activity are darkening clouds, high winds, and thunder or lightning activity
- ii. Have a means of monitoring local weather forecasts and warnings.
- iii. When thunder is heard within 30 seconds of a visible lightning strike, or a cloud-to-ground lightning bolt is seen, the thunderstorm is close enough to strike your location with lightning. Suspend play for thirty minutes and take shelter immediately.
- iv. Once activities have been suspended, wait at least thirty minutes following the last sound of thunder or lightning flash prior to resuming an activity or returning outdoors.
- v. All individuals have the right to leave an athletic site in order to seek a safe structure if the person feels in danger of impending lightning activity, without fear of repercussions or penalty from anyone.

27.30.

- 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

- 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 of tournament to include dates, who is hosting the tournament, contact information for tournament host, and who any and all net proceeds benefit.
- 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."

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January 2 – December 15th. This is allowed below as long as the Organization provides Rye Grass for those fields to protect the turf

March 6, 2017, PARC agreed this needs to remain as is, which

as long as they pay to have Winter Grass planted

allows the leagues to utilize the facilities during the dormant season

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when the grass is dormant

- 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:
 - \$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
 - -\$10 per hour, per field for lights.
 - ii. Organization will pay the Department:
 - a.—\$50 per field, per day and/or
 - 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.

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

- <u>6.</u> Use of any City facility is restricted to Organization's that are members of and/or affiliated with a <u>City Council approved Sports Organization Utilization Agreement.</u> Department approved established state or national association.<u>organization.</u>
- 4.7. Outside third party usage must be contracted and approved through the Parks and Recreation <u>Department.</u>
 - 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.

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a.—All non-recreational <u>3rd party teams</u> 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 <u>Recreation Department.</u>
- 4.ii. Private concessions vendor must carry all required Harris County health permits in order to sell concessions.
- 5-11. <u>The OrganizationThird Party user</u> 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-<u>13.</u> Organization <u>The City</u> may allow <u>third party non recreational teams</u> <u>users</u> 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.<u>with the restrictions_that:</u>
 - 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 teamthird 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 <u>Organization</u>third party renter payment prior to <u>usage</u>, 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.
- Annual fee of \$250 paid to the Organization annually valid for each calendar year (January 1 December 31).
- 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:

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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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in place.

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- 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
- ii. \$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
- . \$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 proceeding month's nonrecreational 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.

LG. 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.

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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.

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 relate	ed 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 Dark Taylor	leasted in in
The City of Deer Park, Texas	
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
A she she down she that	
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**,7275(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)

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current weather conditions and 2) if the fields have not been previously closed by the City of Deer Park.

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.
- 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.

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ЕХНІВІТ В

Glossary of Terms

- <u>Recognized Organization A recognized sports organization with the City of Deer Park is an</u>
 <u>organization that has been formally recognized by City Council as an established sports group within the</u>
 <u>City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee</u>
 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. <u>Youth-Sports Organization Utilization Agreement-</u> An agreement to establish a mutual understanding and working relationship between various organizations and the City.

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referenced them for better understanding during the Sports organization utilization agreement. Formatted: Font: Bold Formatted: List Paragraph, Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5" Commented [JZ47]: Is this the correct term? Formatted: Font: Not Bold

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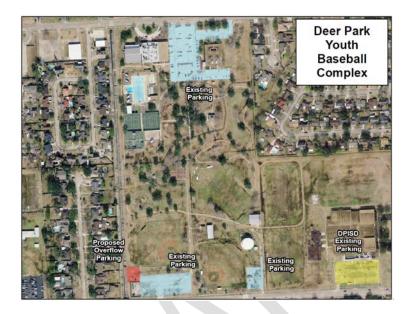
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- 3. Recreation(al) Play: An intraclub league in which the use of invitations, recruiting, or any similar process to roster players to any team on the basis of talent or ability is prohibited and a system or rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
- 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.
- Select League Teams
- Select Tournaments
- Capital Improvement Projects A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.



Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017 Formatted: List Paragraph, Justified, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5" Formatted: Font: Bold Formatted: Font: Not Bold Formatted: List Paragraph, Left, Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5" Formatted: Font: Not Bold Formatted: Font: Not Bold

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Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017



Parks and Recreation Commission Recommended October 7, 2013 Approved by City Council November 5, 2013 Revised May 29, 2014 Parks and Recreation Commission Recommended September 6, 2016 Revised March 6, 2017 – PARC Meeting Approved by PARC April 3, 2017



Legislation Details (With Text)

File #:	CON	18005	Version:	1	Name:		
Туре:	Con	tract			Status:	Agenda Ready	
File created:	5/31	/2018			In control:	City Council	
On agenda:	6/5/2	2018			Final action:		
Title:					action to approve oject (DPCDC pr	e a contract for the completion oject).	n of the Dow Park
Sponsors:							
Indexes:							
Code sections:							
Attachments:							
Date	Ver.	Action By	/		Ac	tion	Result
6/5/2018	1	City Cou	uncil				

Consideration of and possible action to approve a contract for the completion of the Dow Park Pavilion and Improvements project (DPCDC project).

The Dow Park Pavilion and Improvements project is a Deer Park Community Development Corporation (DPCDC) project funded by the dedicated one-half of one percent Type B economic development sales tax. The project was awarded to South Pools, Inc. on February 21, 2017 in the amount of \$617,737.50. Council later approved Change Order #1 on June 26, 2017, in the amount of \$80,484.60. On February 1, 2018, the City and South Pools, Inc. agreed to Change Order #2 in the amount of \$51,775.66, conditioned upon the contractor completing all work within an additional 100 calendar days from the date of the change order. This additional 100-day period ended on May 12, 2018.

Over the past several months, South Pools, Inc. failed to complete this work in timely fashion. On April 12, 2018, the City's construction attorney sent the contractor's attorney notice that if South Pools does not perform and complete all of its work by the agreed May 12, 2018 completion date, the City will terminate South Pools right to continue its performance on the Project. The notice also stated that should termination be required, it will be voted on by Council at the May 15, 2018 Council Meeting.

The project was not completed by May 12, 2018, so on May 15, 2018, the City Council voted to terminate the contract with South Pools, Inc. Pricing from an experienced contractor proposing to complete the project is expected by the close of the business day on Friday, June 1, 2018. Staff plans to evaluate the proposals and make a recommendation at the June 5, 2018 Council Meeting.

Funding would be from the unspent project balance.

Consideration approving a contract for the completion of the Dow Park Pavilion and Improvements project.



City of Deer Park

Legislation Details (With Text)

File #:	PT 1	8-001	Version:	1	Name:	
Туре:	Pro -	Tem			Status:	Agenda Ready
File created:	5/17/	/2018			In control:	City Council
On agenda:	6/5/2	2018			Final action:	
Title:	Consideration of and action on designation of Mayor Pro-Tem.					iyor Pro-Tem.
Sponsors:						
Indexes:						
Code sections:						
Attachments:	<u>PRO</u>	TEM.pdf				
Date	Ver.	Action By			Actio	n Result
6/5/2018	1	City Cour	ncil			

Consideration of and action on designation of Mayor Pro-Tem.

Summary:

Pursuant to Section 3.01 (e) of the Charter, each council member elected to office shall have the opportunity to serve as mayor pro-tem for a period of four (4) months during their two-year term of office. The Council, at its first regular meeting after the election of council members shall designate in the minutes of the council meeting the member selected to fill each four-month term.

Fiscal/Budgetary Impact:

Accept recommendation of staff for designation of members to fill each four-month term.

MAYOR PRO-TEM

May 1, 2018 to August 31, 2018	Sherry Garrison
September 1, 2018 to December 31, 2018	Thane Harrison
January 1, 2019 to April 30, 2019	Tommy Ginn
May 1, 2019 to August 31, 2019	Bill Patterson
September 1, 2019 to December 31, 2019	Ron Martin
January 1, 2020 to April 30, 2020	Rae A. Sinor
May 1, 2020 to August 31, 2020	Sherry Garrison
September 1, 2020 to December 31, 2020	Thane Harrison
January 1, 2021 to April 30, 2021	Tommy Ginn
January 1, 2021 to April 30, 2021 May 1, 2021 to August 31, 2021	Tommy Ginn Bill Patterson
May 1, 2021 to August 31, 2021	Bill Patterson
May 1, 2021 to August 31, 2021 September 1, 2021 to December 31, 2021	Bill Patterson Ron Martin
May 1, 2021 to August 31, 2021 September 1, 2021 to December 31, 2021 January 1, 2022 to April 30, 2022	Bill Patterson Ron Martin Rae A. Sinor
May 1, 2021 to August 31, 2021 September 1, 2021 to December 31, 2021 January 1, 2022 to April 30, 2022 May 1, 2022 to August 31, 2022	Bill Patterson Ron Martin Rae A. Sinor Sherry Garrison



City of Deer Park

Legislation Details (With Text)

File #:		18-044	Version:	1	Name:	
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Туре:	Auth	orization			Status:	Agenda Ready
File created:	5/17	/2018			In control:	City Council
On agenda:	6/5/2	2018			Final action:	
Title:					the purchase of ype B Project.	bleachers from Play & Park Structures via buy board
Sponsors:						
Indexes:						
Code sections:						
Attachments:	<u>City</u>	of Deer Pa	ark 630-116	<u>6318</u>		
Date	Ver.	Action By			Act	tion Result
6/5/2018	1	City Cou	ncil			

Consideration of and action on the purchase of bleachers from Play & Park Structures via buy board for Girls Softball Renovations Type B Project.

Bids were opened and read aloud at 2:00 pm on October 3, 2017 for the Deer Park Girls Softball Renovations. Ten (10) bids were submitted by general contractors. The low bidder is Tandem Services with a base bid of \$2,635,392.45.

On November 7th City Council approved the total amount of the construction bids received for each project plus the other associated project costs for the Renovation of the Girls Softball Facilities at the Youth Sports Complex and for the new Deer Park Soccer Complex exceed the amounts allocated for these projects from the dedicated Type B sales tax by \$449,631 and \$107,197, respectively, for a total of \$556,828.

On the February 6, 2018 Council agenda, authorization was awarded to GT Grandstand via the buyboard process. Due to an issue relating to the company's internal purchasing structure, it was determined that the bleachers would have to be purchased through it's sister company Play & Park Structures. We are resubmitting for re-authorization.

Amount appropriated for the Deer Park Girls Softball Renovations through Type B funds: \$3,000,000

Construction Cost	9	52,635,392.45
Halff Associates	Professional Services	\$\$284,033.00
Musco Sports Light	ing	\$426,581.00
USA Shade & Fabr	ic Structures	\$103,624.00
Bleachers	9	579,192.00

File #:	AUT	18-044,	Version:	1
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Player Benches

Total:

\$8,258.04 \$3,537,080.49

Acceptance of the purchase of bleachers from GT Grandstands via buy board for the Girls Softball Renovations Type B project in the amount of \$79,192.00.



Play & Park Structures Sales Support 544 Chestnut Street Chattanooga, TN, 37402 Phone: (423)265-PLAY(7529) Fax: (423)425-3124 Email: info@playandpark.com Contact:

City of Deer Park

City of Deer Park Attn: 610 E. San Augustine Deer Park, TX 77536

Quote Number: 630-116318 Quote Date: 4/30/2018

Stock I D	Description	Quantity	Weight	Unit Price	Amount
PT- 0527ADC-A	5 ROW X 27'-0" ALUMINUM FRAME, DOUBLE FOOTBOARD, CHAINLINK - 12" SEATS W/AISLE (MODEL)	12	0	\$8,538.00	\$102,456.00
DISC	BuyBoard Discount	12	0	(\$2,134.50)	(\$25,614.00)
	۔ uyboard Contract #512-16 Taxes not inclu ot exempt, taxes will be added to the total.	- Total Weight: uded. If the	0	Freig	al: \$76,842.00 ht: \$2,350.00 nt: \$79,192.00

THIS QUOTATION IS SUBJECT TO POLICIES IN THE CURRENT PLAY & PARK STRUCTURES CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO PLAY & PARK STRUCTURES, C/O Play & Park Structures Sales Support.

Pricing: f.o.b. factory, firm for 30 days from date of quotation.

Freight charges: Prepaid & added

Submittals: our design proposal reflects the spirit and intent of the project plans and specifications. While some variations may exist between our quotation and the project design, the differences do not materially affect the intended use. Play & Park Structures designs and specifications are unique and not intended to be identical in all respects to other manufacturers. We shall submit for review and approval by the owner's representative detailed drawings depicting the equipment to be furnished accompanied by specifications describing materials. Once approved, these drawings and specifications shall constitute the final documents for the project and shall take precedence over all other requirements.

Exclusions: unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders and drainage provisions.

Acceptance of quotatio	<u>n:</u>				
Accepted By (printed):				P.O. No:	
Signature:				Date:	-
Title:				Phone:	
Purchase Amount:		\$79,192	2.00	Facsimilie	
Order Information					
Bill to:				Ship to:	
Company:				Company:	
Attn:				Attn:	
Address:				Address:	
City/State/Zip:				City/State/Zip:	
Billing Contact:				Jobsite Contact:	
Billing Phone:				Jobsite Phone:	
Billing Fax:				Jobsite Fax:	
Enter desired color pale	tte name:			OR	
Enter desired color:	Uprights ()	Decks ()	
Accents ()	Roofs/Tubes () Slides/Panels (2
Play & Park Structures S	Sales Support				
By:					
Salesperson's signa	ature				

Salesman's Signature

Customer's Signature







Shade, Shelter, Dog Agility Equipment, Outdoor Fitness Equipment

SPECTATOR SEATING



SURFACING







City of Deer Park

Legislation Details (With Text)

File #:	AGR	R 18-010	Version: 1	Name:	
Туре:	Agre	ement		Status:	Agenda Ready
File created:	5/22	/2018		In control:	City Council
On agenda:	6/5/2	2018		Final action:	
Title:	Consideration of and action on entering into an agreement with A&R Engineering for pavement testing for the current Street Replacement Project.				
Sponsors:	Publ	ic Works			
Indexes:					
Code sections:					
Attachments:	<u>A&R</u>	Engineer	ing - 2016 Stree	et Replacement I	Project
Date	Ver.	Action By	,	A	ction Result
6/5/2018	1	City Cou	incil		

Consideration of and action on entering into an agreement with A&R Engineering for pavement testing for the current Street Replacement Project.

Summary: Consideration and action on entering into an agreement with A&R Engineering and Testing, Inc. to perform material pavement testing services for the current 2016 Pavement Replacement Project. The estimated cost is \$57,500.00.

Fiscal/Budgetary Impact:

This project is being funded out of funds in both the Capital Improvement Fund and Bond Fund 26. There are adequate funds to cover this contract.

Staff recommends entering into agreement with A&R Engineering.

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by

ACEC American Council of Engineering Companies





SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of <u>June 5, 2018</u> ("Effective Date") between <u>The City of Deer Park</u> ("Owner") and <u>A&R Engineering and Testing, Inc.</u> ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: <u>The 2016 Street Replacement Project (</u>"Project").

Engineer's services under this Agreement are generally identified as follows: "Services"

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within the following specific time period: ______. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 Basis of Payment—Hourly Rates Plus Reimbursable Expenses

- A. Owner shall pay Engineer for Services as follows:
 - 1. The total compensation for Services and reimbursable expenses is estimated to be <u>\$57,500.00</u> (per Exhibit "A")
- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

3.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.1.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this

Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions,

Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project

affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Definitions

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Deer Park	Engineer:		
By: Jerry Mouton	Ву:		
Print name:	Print name:		
Title: Mayor	Title:		
Date Signed:	Date Signed:		
	Engineer License or Firm's Certificate No. (if required): State of:		
Address for Owner's receipt of notices: 710 E. San Augustine Deer Park, TX 77536	Address for Engineer's receipt of notices:		

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EXHIBIT 'A'



A&R ENGINEERING and TESTING, INC.

Geotechnical & Material Engineers •

Registration No. F-4123

May 17, 2018

City of Deer Park 710 E. San Augustine Street Deer Park, Texas 77536

Attention: Mr. Wade Miller

Reference: Proposal for Testing Services for Pavement Reconstruction & Utility Improvements Deer Park Project No: 3580-16

Dear Mr. Miller:

A&R Engineering and Testing, Inc. is pleased to submit this proposal for the above referenced project. The engineering and testing on this project is to be charged in accordance with A&R General FEE schedule submitted to your office.

Quality Assurance

A&R Engineering and Testing, Inc. strives to maintain the finest in laboratory and field services. The combined expertise of our personnel assures you of quality and timely work.

We will perform testing services associated with construction of the above referenced project in accordance with engineering drawings and specifications.

We will require an approved set of drawings and specifications for the referenced project.

Completion of all testing services will coincide with duration of construction of the referenced project.

Project Cost

A&R will perform all testing to provide adequate quality control for this project as scheduled by you or your firms representative for this project. We have estimated the cost to be \$57,500.00.

18PC13615/Pavement & Utility Improvements May 17, 2018 Page 2 of 2

We look forward to working with you on this project. Agreement to this proposal can be acknowledged by signing below and returning a copy to our office. If you have any further questions or require additional information, please do not hesitate to call.

A & R Engineering and Testing, Inc. Sincerely,

Malzh_

Mark E. Howard, SET General Manager

MEH/jz

This proposal is accepted and authorized by:

 (Company\Inc.)
 (Print Name)
 (Title)

 (Address)
 (Signature)

 (City, State, and Zip Code)
 (Date)
 (Telephone)

 It/proposalis/cmt/2018/18PC13615, Deer Park improvements, 3580-16.wpd
 (Date)
 (Telephone)

A&R ENGINEERING and TESTING, INC, • Registration No. F-4123 323 Martin Street • Houston, TX 77018-3305 • 713-290-1912 • Fax: 713-290-9089 www.A-Rengineering.com

A&R ENGINEERING and TESTING, INC.

Geotechnical & Material Engineers

A&R

• Registration No. F-4123

2017 FEE SCHEDULE

(Effective January 1, 2017)

CONSTRUCTION MATERIAL TESTING AND INSPECTION SERVICES

Construction materials testing and inspection services, to include project planning and coordination, engineering consultation and review, plus report preparation are based on the actual time that the professional, technician and support personnel are directly chargeable to the project, per hour.

Professional Principal Engineer, P.E., per hour \$ 180.00 Project Engineer, P.E., per hour \$ 140.00 Staff Engineer, per hour \$ 95.00 **Technical And Support Staff** NDT Inspector (ASNT Level II) \$ 105.00 NDT Inspector (ASNT Level III) \$ 120.00 AWS Steel Inspector, per hour \$ 95.00 Senior Inspector, SET, NICET Level IV, per hour \$ 65.00 Engineering Technician, NICET Level III, per hour \$ 60.00 Engineering Technician, NICET Level II, per hour \$ 52.00 Engineering Technician, NICET Level I or ACI-1, per hour \$ 41.00 Secretarial Service, per hour \$ 41.00 Certified Letter' \$ 75.00 Vehicle Charge (within 25 miles radius), each \$ 60.00 Mileage (for trips greater than 25 miles radius) \$ 1.20 Soil And Earthwork Inspection Testing Services of a technician to perform Density, In-Place, per hour \$ 41.00 Nuclear Gauge/Trip \$ 50.00 Services of a technician to perform plant inspection for stabilized sand, cement or lime stabilized base materials, per hour. \$ 41.00 Optimum moisture/density relationship (Proctor/Curve) (a) Standard Proctor (ASTM D-698), each \$ 145.00 (b) Modified Proctor (ASTM D-1557), each \$ 170.00 Lime Stabilization (a) Lime Study Test (4 per Set), each \$ 160.00 (b) Percent Solids of Lime slurry, each \$ 45.00 \$ 42.00 (c) Sample Preparation charge, per hour

Soil Testing (Continued)	
Atterberg Limits (ASTM D-4318), each	\$ 45.00
Moisture Content Only (ASTM D-2216), each	\$ 9.00
Sieve Analysis, To No. 200 Sieve (ASTM D-422), each	\$ 50.00
Percent Passing No. 200 Sieve (ASTM D C-117), each	\$ 50.00
Specific Gravity (ASTM D-854/D-204), each	\$ 45.00
Density and Moisture Content of Soil Sample, each	\$ 28.00
pH Test, each	\$ 25.00
Hydrometer Analysis (ASTM D-422), each	\$ 140.00
Organic Impurities Test,(ASTM C-40) each	\$ 40.00
Cement Stabilized Sand - Molding and Compression Test, set of 4	\$ 150.00
Permeability Test, Constant Head Method (ASTM D-2434), per test	\$ 180.00
Concrete Aggregates	
Screen or Sieve Analysis (ASTM C-136), each	\$ 48.00
Specific Gravity (ASTM C-127 or C-128), each	\$ 48.00
Unit Weight (ASTM C-29), each	\$ 35.00
Absorption (ASTM C-127 or C-128), each	\$ 35.00
Finer than 200 mesh (ASTM C-117), each	\$ 50.00
Organic Impurities (ASTM C-40), each	\$ 45.00
Asphaltic Materials	
Asphaltic Concrete Design, each	\$ 295.00
Mix Design Review (using previously determined aggregates properties and other design factors) Excluding Test Costs	\$ 180.00
Stability: Hveem (3 per set), (TEX-208F), set	\$ 120.00/set
Compacting (Molding) Specimens (TGC) (3 per set), (TEX-206F)	\$60.00/set
Bulk Density of Lab Molded or Field Specimen (Core) (3 Per Set), (TEX-207F)	\$ 50.00/set
Determining Asphalt Content by Ignition Oven (TEX-236F), each	\$ 180.00
Asphalt Coring (4" Dia Up to 6" Thickness) includes Personnel, Vehicle and Patching Holes, each	\$ 75.00
Additional Thickness over 6", per inch	\$ 9.00
Measuring Thickness of Asphalt Cores, each	\$ 10.00/ea
Sieve Analysis/Gradation (TEX- 200F), each	\$ 48.00/ea
Maximum Theoretical Specific Gravity (TEX-227F)	\$ 80.00/ea

A&R ENGINEERING and TESTING, INC, • Registration No. F-4123 323 Martin Street • Houston, TX 77018-3305 • 713-290-1912 • Fax: 713-290-9089 www.A-Rengineering.com

Cast-In-Place Concrete

Μ	ix Design Review, each	\$ 1	80.00
Tr wi	rial Batch Mix Design including slump, yield, air content, temperature ith 5 molded specimens, cylinders or beams, per batch, test each specimen	\$2	50.00
Se ba tei	ervices of a technician with necessary equipment to perform concrete tch plant and/or concrete field inspection to including field slump, mperature, and air content tests and molding of required specimens, per hour	\$	41.00
Co Aa	oncrete test cylinders, including "Hold" specimens, fabricated by &R technician during a concrete field inspection, each	\$	15.00
Co Aa	oncrete test beams, including "Hold" specimens, fabricated by &R personnel for flexural tests (ASTM C-192), each	\$:	24.00
Se	ervices of an engineering technician to perform and inspection of drill piers, footings, elongations and grade beams, per hour	\$	52.00
Co	oncrete Cores (Min. 4), 1st 7" @ 4" diameter, each	\$	90.00
Ad	ditional Inches for 4" diameter cores, per inch	\$	9.00
Di	amond Blade Sawing (Sq. Inches)	\$	1.10
Le	ngth Measurement - Concrete Core, each	\$	12.00
Co	ompression Test - Concrete Core, each	\$:	30.00
Ve	chicle Charge (Box-Van)	\$2	50.00
Masonry '	Testing (Mortar, Grout, Prism)		
	ortar Compressive Strength Test (ASTM C-109), each	\$:	22.00
	out Compressive Strength Test, (ASTM C-1019), each	\$:	25.00

General Notes:

1 Special tests and inspection (Asphalt, Brick, Steel, Welding) not contained herein will be quoted on specific request basis.

\$ 41.00

- 2. Trip Charge will be charged for each trip made by our technician including cancellations at the site with a minimum technician time of two (2) hours.
- 3. All services on an hourly basis will be charged at the applicable hourly rate, portal to portal from our laboratory, minimum technician time of **four (4)** hours will be billed for any and all field inspections trips, except sample pick up trips which will be billed on a minimum technician time of two (2) hours.
- 4. Overtime rate of 1.5 times the regular published hourly rate will be charged for all work over eight (8) hours per day on Monday through Friday for all hours worked on Saturday and for all hours worked between 8:00 pm through 6:00 am and 2.0 times regular rate for all hours on Sundays and Holidays.
- 5. Invoice will be submitted on a monthly basis, or upon job completion and are due and payable in net ten (10) days from the date of our invoice.
- 6. All prices and fees are subject to negotiation based upon the projects scope of work.

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Technician Time for Sampling, per hour

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Legislation Details (With Text)

File #:	AGR 18-011	Version: 1	Name:		
Туре:	Agreement		Status:	Agenda Ready	
File created:	5/25/2018		In control:	City Council	
On agenda:	6/5/2018		Final action:		
Title:	Consideration of and action on the renewal of an agreement with the American National Red Cross for Specialized Transportation Services.				
Sponsors:	City Manager's Office				
Indexes:					
Code sections:					
Attachments:	City - Red Cros	ss Agreement (J	<u>une 2018)</u>		
Date	Ver. Action By		Act	tion Result	
6/5/2018	1 City Cour	ncil			

Consideration of and action on the renewal of an agreement with the American National Red Cross for Specialized Transportation Services.

Summary:

The annual specialized transportation services contract between the American Red Cross and the City of Deer Park needs to be renewed (see attached). With this agreement, the Greater Houston Area Chapter of the American National Red Cross provides medical transportation services to Deer Park residents in need of non-emergency medical transportation. The term of this agreement begins July 1, 2018 and lasts through June 30, 2019. Transportation rates remain the same as in the past, at \$23 per one way trip within Deer Park, La Porte, and/or South Houston and \$28 for one way trips into Houston, the Texas Medical Center, or the VA Hospital. This agreement also retains the language that, "Red Cross will provide a maximum of ten (10) one-way trips per month per passenger. Any additional trips must be authorized by the City of Deer Park." Several years back, this language was inserted at our request and has served all parties well. The American Red Cross has been a valuable partner with us for many years.

Fiscal/Budgetary Impact:

Costs vary each month, depending upon ridership.

Approval is recommended.

AGREEMENT BETWEEN CITY OF DEER PARK AND GREATER HOUSTON AREA CHAPTER AMERICAN NATIONAL RED CROSS FOR SPECIALIZED TRANSPORTATION SERVICES

This Agreement, effective as of July 1, 2018, is between the Greater Houston Area Chapter of the American National Red Cross (in all subsequent text referred to as Red Cross) and the City of Deer Park (in all subsequent text referred to as Deer Park) for the purpose of providing non-emergency transportation for residents of Deer Park (in all subsequent text referred to as Passengers). The term of this Agreement is from July 1, 2018 through June 30, 2019. Red Cross may renew this Agreement on an annual basis with thirty days prior written notice. Either Red Cross or Deer Park may terminate this agreement without cost or liability with 30 days prior written notice.

It is understood and agreed that wherever in this Agreement the term Red Cross is used, it shall mean the Greater Houston Area Chapter of the American National Red Cross; that said Chapter is a duly constituted local unit of the American National Red Cross, a federal corporation (36 U.S. Code 1 et seq.); and that all obligations of the Red Cross under this contract shall be undertaken by said Greater Houston Area Chapter without resort in any event to, or commitment of, the funds and property of the American National Red Cross or any other unit thereof than the aforesaid Chapter.

A. Scope of Transportation Services

Red Cross will provide scheduled non-emergency transportation for residents of Deer Park who are elderly, residents with a disability, or residents with chronic illness to health/human service appointments for the fee set forth in this Agreement. Transportation service to be provided per this agreement is curb-to-curb, with door-to-door service provided as necessary to accommodate Passengers who are mobility impaired.

American Red Cross – Greater Houston Area Chapter, Community Transportation Services is the point of contact for this agreement. American Red Cross Community Transportation Services will provide scheduled, door-to-door transportation only for residents of the City of Deer Park, who are referred to the program by local health/human services providers. Red Cross requires a minimum of twenty-four (24) hours notice to provide transportation service under this agreement. Red Cross may in its sole discretion provide service with less than twenty-four hour notice if possible. All Passengers receiving transportation service must be a resident of the City of Deer Park. No person will be transported by Red Cross who resides outside the City of Deer Park without prior written authorization of Deer Park staff. The American Red Cross will require the following information be provided by the referring agency prior to finalizing service for any Deer Park resident: name and telephone # of Passenger, emergency information for Passenger, location at which Passenger must be picked up and location to which Passenger must be transported, the name and telephone # of the referring health/human service organization employee, and any special conditions of the Passenger (i.e. if an escort./attendant is required). Red Cross will provide a maximum of ten (10) one-way trips per month per passenger. Any additional trips must be authorized by the City of Deer Park.

It is understood and agreed that Red Cross can provide only limited assistance and cannot provide medical

care while transporting Deer Park residents.

Transportation Service is to be provided Monday through Friday, 8:00am – 4:00pm with Passenger pick up times scheduled no earlier than 8:00am each day and no later than 4:00pm. Red Cross Community Transportation Services is the point of contact for this Agreement and is open 7:00am – 6:00pm, Monday through Friday. American Red Cross Community Transportation Services of the Greater Houston Area Chapter may be reached at (713) 313-1631 during these hours of operation. Red Cross Community Transportation Services Supervisors may be reached as follows: Steve Atchison, Managing Director (713) 313-1762 or at steve.atchison@redcross.org and/or Herbert Melton, Assistant Director (713) 313-1757 or at herbert.melton@redcross.org during the hours of 7:30am – 5:30pm, Monday through Friday. In case of emergency after regular business hours, the Managing Director may be reached at (832)338-6775.

B. Fees

• The American Red Cross – Greater Houston Area Chapter agrees to provide the non-emergency transportation services as described above for the City of Deer Park for the period of July 1, 2018 – June 30, 2019 at the following turnkey rates:

Deer Park to Deer Park/Pasadena/LaPorte/South Houston - \$23.00 per one way trip

Deer Park to Houston/Webster/Texas Medical Center/VA Hospital/LBJ Hospital - \$28.00 per one way trip

Red Cross will submit an itemized bill by the 5th of every month, payable in 30 days.

Please submit payment to:

American Red Cross JP Morgan Chase & Co PO Box 730040 Dallas, TX 75373-0040

C. Standard Operating Procedures

When circumstances beyond the control of Red Cross (i.e. inclement weather, unexpected vehicle breakdown, major local Disaster Relief operations, etc.) occur, Red Cross may be unable to provide scheduled transportation service. If such a situation occurs, Red Cross will notify Deer Park staff and passengers as far in advance as possible and will assist in rescheduling any passengers for the next available date/time of service. Failure of Red Cross to perform in the above circumstances shall not be a breach of this Agreement.

Red Cross maintains the right to refuse service to any Passenger. Deer Park will be notified in writing of any refusal for service, with the basis for such refusal included in the notification. Grounds for refusal of service include but are not limited to: abusive or violent language or behavior on the part of any passenger or escort/attendant; non-compliance with Red Cross standard operating and/or safety procedures; noncancellation by passenger for scheduled ride(s), resulting in unnecessary trips to the passenger's point of origin.

D. Standard Provisions

If Deer Park should become entitled to claim damages from Red Cross (including without limitation, for breach of contract, or breach of warranty), then Red Cross will be liable only for the amount of Deer Park's actual direct damages up to the dollar value of services provided under this Agreement.

In addition, Red Cross shall not be liable for any lost profits, loss of business, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if Red Cross has been advised of the possibility of such damages.

E. No Assignment/Subcontracting

This Agreement may not be assigned or subcontracted in whole or part by Deer Park without the prior written consent of Red Cross. Any attempt to do so without such prior written consent shall be null and void and of no force or effect.

F. Miscellaneous

Red Cross is furnishing services hereunder as an independent contractor and nothing herein shall create any association, partnership or joint venture between the parties hereto or any employer-employee relationship.

This Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior verbal or written agreements or proposals with respect to the subject matter hereof. No amendment, modification or waiver of any of the terms and conditions hereof shall be valid unless in writing and executed by both parties.

All notices given to a party hereunder shall be deemed sufficient if sent United States mail, postage prepaid, to the address of such party specified in this Agreement or such other address specified by a party pursuant to proper notice hereunder.

Deer Park shall not use or reference the Name or emblem of the American National Red Cross, including issuing any press releases or otherwise making any public statement with respect to this Agreement without the prior written consent of Red Cross, which consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers, have executed this Agreement as of the Effective Date

Authorized Official

Henry Van De Putte

Chief Executive Officer American Red Cross

Title

_

Date

Date



Legislation Details (With Text)

File #:	ORE	D 18-045	Version:	1	Name:		
Туре:	Ordi	nance			Status:	Agenda Ready	
File created:	5/30	/2018			In control:	City Council	
On agenda:	6/5/2	2018			Final action:		
Title:	Consideration of and action on the results of the joint public hearing and a proposed ordinance on the request of Wells Fargo Bank to rezone 0.4616 acres situated in the G. Patrick Survey, Abstract 624 Lots 7 & 8 and a portion of an undeveloped 30 foot public alley out of Block 13, Shell City, located on the south side of Sixth Street, and 100 feet east of the intersection with Center Street from a Single Family 2 (SF-2) to General Commercial (GC).						
Sponsors:							
Indexes:							
Code sections:							
Attachments:	Attachments: Amend 3886-0.4616 acres-G Patrick Survey-SF2 to GC-05-2018						
Date	Ver.	Action By			Act	on	Result
6/5/2018	1	City Cou	ncil				

Consideration of and action on the results of the joint public hearing and a proposed ordinance on the request of Wells Fargo Bank to rezone 0.4616 acres situated in the G. Patrick Survey, Abstract 624 Lots 7 & 8 and a portion of an undeveloped 30 foot public alley out of Block 13, Shell City, located on the south side of Sixth Street, and 100 feet east of the intersection with Center Street from a Single Family 2 (SF-2) to General Commercial (GC).

Summary:

The Planning and Zoning Commission met on April 16, 2018. It is their recommendation to grant the rezoning request. The requestor plans to construct a retail center.

Fiscal/Budgetary Impact:

Approval of the ordinance.

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 3886 OF THE CITY OF DEER PARK, TEXAS, ADOPTED MARCH 21, 2017, AS AMENDED BY TAKING 0.4616 ACRES SITUATED IN THE G. PATRICK SURVEY, ABSTRACT NO. 624, LOTS 7-8, TOGETHER WITH A 30 FOOT STRIP BETWEEN LOTS 1-6 AND LOT 7, BLOCK 13, SHELL CITY, CITY OF DEER PARK, HARRIS COUNTY, TEXAS OUT OF THE SINGLE FAMILY-TWO (SF-2) ZONING DISTRICT AND PLACING IT IN THE GENERAL COMMERCIAL (GC) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING PENALTIES BY A FINE UP TO \$2,000.00 FOR EACH DAY'S VIOLATION OF THE PROVISIONS OF SUCH ORDINANCE, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, a proposal has been made to amend Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, as amended, by taking 0.4616 acres situated in the G. Patrick Survey, Abstract No. 624, Lots 7-8, together with a 30 foot strip between Lots 1-6 and Lot 7, Block 13, Shell City, Deer Park, Texas, out of the Single Family-Two (SF-2) Zoning District and placing the same in the General Commercial (GC) Zoning District under said Zoning Ordinance, and making the same subject to the rules and regulations now imposed by law in said District; and

WHEREAS, the City Council of the City of Deer Park, Texas, has received recommendations from the Planning and Zoning Commission of said City, recommending that such change **BE** made; and

WHEREAS, notice was duly and regularly given of the time and place of a Joint Public Hearing on said proposal as required by said Zoning Ordinance of the City of Deer Park, Texas and by the Statutes of the State of Texas; and, therefore, at the time and place set out in said Notice, all evidence for and against said proposal, and all persons desiring to be heard on said proposal were heard; and

WHEREAS, the City Council of the City of Deer Park, Texas finds that the general comprehensive zoning plan of the City of Deer Park, Texas, as a whole, and the health, safety, morals, convenience, comfort and general welfare of said City, taking into consideration, among other things, the character of the districts affected and their peculiar suitability for the particular purposes permitted therein, would be best subserved for said city, as a whole, under said Ordinance, as herein amended.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

1. That Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, **BE** amended by taking out of the Single Family-Two (SF-2) Zoning District and placing in the General Commercial (GC) Zoning District the following property in the City of Deer Park, Texas;

A tract or parcel containing 0.4616 acres or 20,108 square feet of land situated in the G. Patrick Survey, Abstract No. 624, City of Deer Park, Harris County, Texas, being all of Lots 7-8, together with a 30 foot strip between Lots 1-6 and Lot 7, Block 13, Shell City, Map or Plat thereof recorded under Volume 11, Page 31, Harris County Map Records (H.C.M.R.) being out of a tract of land conveyed to Allied Deer Park Bank, recorded under Harris County Clerk's File (H.C.C.F.) No E932919; Said tract being more particularly described by metes and bounds in Exhibit "A" which is attached hereto.

2. In the event any part of this Ordinance or the application of the same to any person or circumstances shall, for any reason, be adjudged invalid or held unconstitutional by any court of competent jurisdiction, the same shall not affect, impair or invalidate the remaining portions of this Ordinance, or said Ordinance No. 3886, as amended, as a whole, or any part or provision thereof.

3. Any person or corporation who shall violate any of the provisions of this Ordinance or of said Ordinance No. 3886, as amended, and as amended hereby, or fails to comply therewith, or with any of the requirements thereof, or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder, or who shall occupy or use any land authorized by the certificate of occupancy applicable to such land or building, shall be guilty of a misdemeanor and shall be liable to a fine not more than \$2,000.00, and each day such violation shall be permitted to exist shall constitute a separate offense.

4. The owner or owners of any building or premises, or part hereof, where anything in violation of this Ordinance shall be placed, or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith and who may have assisted in the commission of any such violation shall be guilty of a separate offense, and upon conviction thereof shall be fined as herein provided.

5. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Government Code of the State of Texas.

6. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, so as to relieve congestion in the city, to prevent overcrowding, assure adequate health and protection for the remainder of the city, to provide for proper parking of automobiles, and to insure proper fire and police protection, thereby creating an emergency, for which the Charter requirement providing for the reading of ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction; and, accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the _____ day of ______, 2018 **by a vote of ______ "Ayes" and _____ "Noes".**

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

APPROVED:

City Attorney