

Sherry Garrison, Council Position 1  
TJ Haight, Council Position 2  
Tommy Ginn, Council Position 3

James Stokes, City Manager  
Gary Jackson, Assistant City Manager



Jerry Mouton Jr., Mayor

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

## CALL TO ORDER

## COMMENTS FROM AUDIENCE

1. Executive Session - By authority of Article 6252-17 (Section 3-e,f, and g) V.A.T.S., and the Open Meetings Act, the Council may adjourn to an Executive Session related to following item(s): [EXS 19-009](#)
  - a. Consultation with City Attorney - (551.071) Potential Litigation  
**Recommended Action:** No action will occur. Discussion only in Executive Session.
2. Discussion of issues relating to proposed changes to the retiree health insurance policy. [DIS 19-128](#)  
**Recommended Action:** Discuss recommended changes
3. Discussion of issues relating to the update of the Discipline and Appeals sections of the Personnel Manual. [DIS 19-127](#)  
**Recommended Action:** Discussion only during workshop.  
**Attachments:** [DRAFT discipline appeal policy vers 10 7](#)
4. Discussion of issues relating to S.B. 346, which pertains to changes in criminal court costs and other court-related costs, fines, and fees. [DIS 19-129](#)  
**Recommended Action:** Discussion only during workshop.  
**Department:** Finance  
**Attachments:** [2020 Proposed Court Fines and Fees 12.03.19](#)

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*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.*

5. Discussion of issues related to the Sports Organization Utilization Agreements.

[DIS 19-130](#)

**Recommended Action:** Discussion only

**Attachments:** [SOUA presentation112519](#)

[DRAFT BASEBALL112619](#)

[DRAFT SOCCER112619](#)

[DRAFT SOFTBALL112619](#)

## ADJOURN

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/s/Shannon Bennett, TRMC  
City Secretary

Posted on Bulletin Board  
November 27, 2019

City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accommodation services must be made 72 hours prior to any meeting. Please contact the City Secretary office at 281-478-7248 for further information.

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



## Legislation Details (With Text)

**File #:** EXS 19-009    **Version:** 1    **Name:**  
**Type:** Executive Session    **Status:** Agenda Ready  
**File created:** 11/25/2019    **In control:** City Council Workshop  
**On agenda:** 12/3/2019    **Final action:**  
**Title:** Executive Session - By authority of Article 6252-17 (Section 3-e,f, and g) V.A.T.S., and the Open Meetings Act, the Council may adjourn to an Executive Session related to following item(s):

a. Consultation with City Attorney - (551.071) Potential Litigation

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
12/3/2019	1	City Council Workshop		

Executive Session - By authority of Article 6252-17 (Section 3-e,f, and g) V.A.T.S., and the Open Meetings Act, the Council may adjourn to an Executive Session related to following item(s):

a. Consultation with City Attorney - (551.071) Potential Litigation

**Summary:**

The City Council will adjourn into Executive Session to discuss with the City Attorney potential litigation.

**Fiscal/Budgetary Impact:**

n/a

No action will occur. Discussion only in Executive Session.



## Legislation Details (With Text)

**File #:** DIS 19-128    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 11/19/2019    **In control:** City Council Workshop  
**On agenda:** 12/3/2019    **Final action:**  
**Title:** Discussion of issues relating to proposed changes to the retiree health insurance policy.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
12/3/2019	1	City Council Workshop		

Discussion of issues relating to proposed changes to the retiree health insurance policy.

### Summary:

It is proposed that the City adjust its retiree health program for future employees effective in the next few months. It is important to note that current employees will not be negatively impacted by these changes. The reasoning for these changes is to clarify existing policy language, to establish retiree health options for mid-career staff and to assist in preparation of newly mandated Other Post-Employment Benefits (OPEB) liability reporting.

As proposed, beginning next month for existing employees with between 10 and 19 years of Deer Park service there is an added option for retiree health coverage with a city premium subsidy at either the 25% or 50% of premium cost level.

New TMRS-eligible employees hired on or after January 1, 2020 will be eligible to participate in applicable city medical plans at retirement but there will be no city funding towards employee/retiree or dependent premium costs.

### Criteria for eligibility for city subsidy with retiree health coverage:

1. Employees hired before January 1, 2020 in a TMRS-eligible position with 20 years of City of Deer Park service and an attained age of 55 and whose age when added to years of service equals or exceeds the sum of 80, can participate in the city's retiree medical insurance coverage with a contribution by the city, which equates to 75% of the existing retiree rate. (This is in existing policy).
2. Employees hired before January 1, 2020 in a TMRS-eligible position with 25 years of City of Deer Park service and are TMRS retirement eligible can participate in the city's retiree medical insurance coverage with a contribution by the city, which equates to 75% of the existing retiree rate (This is in existing policy).
3. Employees hired in a TMRS-eligible position with the city of Deer Park prior to January 1, 2020

and having at least 10 but less than 15 years of service with the city, an attained age of 60, and are TMRS retirement eligible; can participate in the city's retiree medical insurance coverage with a contribution by the city which equates to 25% of the existing retiree rate. TMRS-eligible employees hired prior to January 1, 2020 and having 15 - 19 years of service with the city, an attained age of 60 and are TMRS retirement eligible, are eligible to participate with a contribution by the city, which equates to 50% of the existing retiree rate (This is a new addition to the policy).

To reiterate no current employees will be negatively impacted by these changes. In fact, employees will now have an additional option if they have 10-19 years of service (see number 2 above).

We realize this is a lot of information in a condensed form. As you have questions, we would ask you to direct those to human resources personnel.

**Fiscal/Budgetary Impact:**

Cost would be based on the actual number of retirees in the new group discussed in #3 above, which could range between \$0 -34k annually.

Discuss recommended changes



## Legislation Details (With Text)

**File #:** DIS 19-127    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 11/19/2019    **In control:** City Council Workshop  
**On agenda:** 12/3/2019    **Final action:**  
**Title:** Discussion of issues relating to the update of the Discipline and Appeals sections of the Personnel Manual.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [DRAFT discipline appeal policy vers 10 7](#)

Date	Ver.	Action By	Action	Result
12/3/2019	1	City Council Workshop		

Discussion of issues relating to the update of the Discipline and Appeals sections of the Personnel Manual.

**Summary:**

Prior to the May 4, 2019 City Charter Election, Article V, Sec. 5.14 of the City Charter provided that terminated city employees had the right to appeal their discharge by filing a written notice and request for reinstatement within fourteen (14) days after the date of discharge, with said appeal to be heard by an arbitration committee, comprised of three resident qualified voters in Deer Park. The decision of the arbitration committee was final and binding.

The May 4, 2019 City Charter Proposition E was approved by Deer Park voters wherein Article V, Section 5.14 of Deer Park City Charter was amended to remove the aforementioned employee appeal process involving arbitration for terminated employees and stating the employee appeal process will be included in the Employee Personnel Manual.

Subsequent to the Charter election, an Employee Appeals Policy was added to the City's Administrative Policy Manual, which affords City employees the right to appeal suspensions, demotions, and dismissals. Any appeal would be heard by the City Manager and the City Manager's decision is final and binding. This was an interim step until such time that the Personnel Manual could be updated.

It is proposed that the Personnel Manual be amended to update the section of the Manual regarding discipline and to provide for employee appeals of s suspensions, demotions, and dismissals. In order to amend the Personnel Manual a resolution must be approved by City Council. A proposed resolution, which contains the proposed updated discipline and Appeal policy, is scheduled to be on the December 17, 2019 Regular Council Meeting agenda.

**Fiscal/Budgetary Impact:**

n/a

Discussion only during workshop.



## **Discipline/Appeal Policy**

**I. Purpose:** It is the intent of this policy to establish clear guidelines for employee grievances and appeals.

### **II. Definitions:**

**Progressive Discipline** – Progressive discipline is an employee disciplinary system that provides a graduated range of responses to employee performance or conduct problems. Disciplinary measures range from mild to severe, depending on the nature and frequency of the problem.

**Record of Verbal Counseling** – is a City form used to record the occurrence of a verbal counseling session (Exhibit C)

**Pre-determination hearing** – Pre-determination Hearing is a meeting between the employee and the City held prior to the imposition of any discipline to determine whether corrective action is needed. During the meeting, the employee or his or her representative may provide any information to defend against the alleged policy violation(s) and assert why disciplinary action may not be appropriate.

**“Garrity” warning** - A statement that enables management to question the employee and require that they respond, while protecting the employee's constitutional rights.

**Misconduct** - Unacceptable or improper behavior by an employee. Examples of general **misconduct** include insubordination, chronic tardiness or absences, inappropriate or rude comments to co-workers or customers, or misrepresenting **job** application data.

**Official Misconduct** - "Official misconduct" means committing an offense that is an intentional or knowing violation of a law committed by a public servant while acting in an official capacity as a public servant.

**Paid Suspension** – Paid Suspension is when an employee is sent home from work, while receiving full **pay**. The city utilizes a paid suspension pending an investigation of misconduct or other serious disciplinary matter in cases determined to be in the best interest of the employee or city for the employee not to be at work

**Unpaid Suspension** - is the temporary removal of an employee from performing his/her work duties and from receiving pay, as a disciplinary measure.

**III. Policies and Procedures:** It is desired that every employee strive to achieve the highest level of job performance and conduct possible. It is the responsibility of each employee to



maintain a minimum level of job performance and conduct that meets the job description, training program (if applicable), city and department policies, and/or the expectations expressed in the employee's evaluation.

When the personal conduct or performance of an employee falls below the desirable standard, supervisors should point out deficiencies to the employee at the time they are observed. Immediate disciplinary action may occur whenever it is appropriate and in the best interest of the City. Whenever possible, the practice of progressive discipline should be applied. However, the suggested progressive disciplinary process is not a prerequisite for an employee's termination.

Performance and Conduct Expectations Following are examples of expectations for appropriate work performance and conduct. It is the employee's responsibility to meet all work-related expectations. If he/she does not, disciplinary action may be appropriate.

This section provides guidelines only, and is not intended to be an exhaustive or all-inclusive list.

1. Each employee is responsible for performing his/her job in an efficient and safe manner. Each employee is expected to:

- a. Observe all safety laws, rules, procedures and regulations;
- b. Use City-provided equipment in a careful manner, in accordance with City and departmental safety procedures;
- c. Safeguard the City's property and interests;
- d. Not violate the City's substance abuse procedure;
- e. Maintain all required licenses and certificates necessary to perform the person's assigned job;
- f. Notify the person's own supervisor, or another supervisor if the direct is not available, of work-related accidents in accordance with City procedures.

2. Each employee is responsible for conducting himself/herself in a manner that is respectful of others and worthy of respect from the person's co-workers. Each employee is expected to:

- a. Not harass or discriminate based upon sex, race, color, religion, creed, age, and disability or national origin;
- b. Not engage in speech or behavior, which is rude, abusive, insolent or offensive toward a citizen, supervisor or fellow employee;
- c. Not engage in repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment (bullying).
- d. Be truthful in all aspects, including: procuring employment through honest representation of his/her personal history, qualifications and physical condition; providing truthful reports, claims and testimony. Truthfulness includes presenting false information as true as well as leaving out substantial information that would alter another person's understanding of what happened;

e. Not soliciting or accepting favors, gifts, items or services for personal gain; not soliciting or accepting bribes; and use of leave;

f. Conduct himself/herself, both on and off duty, in a manner that is a credit to the person's department and the city.

3. Each employee is responsible for complying with the laws, regulations and policies of the United States, State of Texas, City of Deer Park, and his/her department. Each employee is expected to:

a. Respect the property of the City, citizens and fellow employees (for example, not stealing or vandalizing);

b. Make lawful and ethical decisions;

c. Treat privileged and/or sensitive information confidentially, unless otherwise authorized.

d. Disclose any communicable disease, which could endanger a fellow employee.

e. Work safely so as not to endanger the life of fellow employees or citizens or cause the loss of City property.

f. Pay just debts and accounts.

g. Avoid making solicitations without City approval

4. Each employee is responsible for utilizing provided time, tools, equipment and vehicles in accordance with City and/or department guidelines. Each employee is expected to:

a. Properly safeguard, maintain and account for City property in accordance with City procedure;

b. Utilize computer systems and software only in a lawful manner and as authorized;

c. Use City time, equipment and personnel for City business, unless authorized to do otherwise.

5. Each employee is responsible for complying with the attendance guidelines and work hours of the person's position. Each employee is expected to:

a. Report to work at the appointed time and place;

b. Work his/her full shift, unless otherwise authorized;

c. Be at work ready to perform all duties within the work period;

d. Work any shift and location as assigned;

e. Take leave only with proper approval and notice;

f. Be available for working overtime with proper notice and/or responding to emergencies as required.

6. Each employee is responsible for maintaining acceptable work performance. Each employee is expected to:

- a. Use care and caution when performing work duties;
- b. Understand the performance requirements for the position;
- c. Maintain open, two-way communication;
- d. Clarify directions with the person's supervisor if unclear;
- e. Not engage in horseplay, loafing or sleeping on the job (unless otherwise authorized to do so, such as with fire fighters working 24-hour shifts);
- f. Comply with all lawful orders of a supervisor;
- g. Meet all work-related expectations, whether as an individual contributor or team member.

No ***explicit or implicit right to continued employment*** is intended, or shall be interpreted to exist in this or any other City policy. This policy does not modify the status of employees as "employees at will" or, in any way, restrict the City's right to alter the disciplinary procedures described if circumstances warrant it.

Discipline will be administered without regard to race, color, religion, sex, national origin, age, disability or other non-performance-related factors.

All disciplinary actions shall be exercised under the scope of the City Manager's direct or delegated authority. The City Manager may remove, with or without cause and at will, any employee of the City not appointed by the City Council, or otherwise where the power is limited by Charter or State law, Federal and State laws including case law.

A. Types of Discipline Unsatisfactory job performance and inappropriate conduct, including poor attendance, may be addressed in the following actions:

1. Oral warning;
2. Written reprimand;
3. Performance Improvement Program;
4. Suspension/Leave without pay;
5. Demotion or Transfer
6. Dismissal.

All Disciplinary actions will be based on a sufficient investigation and will be committed in writing. Training may also be used in conjunction with discipline or in lieu of discipline if it is determined the employee did not have proper training to perform the duties, or to avoid the violation. When appropriate, Human Resources can assist department heads with initiation of referrals to the Employee Assistance Program in conjunction with disciplinary action.

It is recommended that Human Resources be consulted at any time a department head wishes to issue a disciplinary action other than an oral warning or a written reprimand. Human Resources can also assist with oral warnings or written reprimands as requested.

The department head may change the order of the above disciplinary steps, and/or may choose not to utilize each step, depending on the facts of the case.

Nothing herein shall preclude the department head from using alternative discipline procedures where such procedures have been approved by the City Manager.

#### 1. Oral Warnings

a. A Record of Verbal Counseling (Appendix B) should be documented by department heads and kept within the department for performance evaluation and record keeping purposes. A copy should be sent to Human Resources for the employee's personnel file.

b. Oral warnings may **not** be appealed by employees. However, employees who disagree with the counseling action may discuss the basis of disagreement with their department head. Should oral warnings be given to employees in written form, employees may submit written responses/rebuttals to their supervisor to be attached to the oral warnings. Written responses/rebuttals must be submitted within ten (10) business days of receiving the oral warning.

#### 2. Written Reprimands

a. shall be presented and a copy given to the employee indicating the following:

The date, time and location of the violation

The facts and circumstances of the situation

A summary of investigative findings

(1) The law, policy or order the employee violated or failed to perform.

(2) That such act(s) must not be repeated.

(3) That further action will result if the employee fails to show and maintain satisfactory improvement up to, and including, termination,

(4) Signed acknowledgment of receipt of the written reprimand by employee.

b. Written reprimands may **not** be appealed by employees; however, employees may submit responses/rebuttals for attachment to written reprimands. Responses/rebuttals must be submitted to the employee's Chief/Director within five (5) business days of receiving the written reprimand.

c. Written reprimands become a part of employees' personnel files and original documents shall be forwarded, along with any employee responses/rebuttals, to Human Resources.

### 3. Performance Improvement Program (PIP)

a. when the job performance of an employee falls below an acceptable standard. The department head may place the employee on a Performance Improvement Program (PIP).

b. The PIP shall consist of timely discussions between the department head and the employee with the following provided in writing:

1. The specific unacceptable deficiency in the employee's performance;
2. The specific training or other performance evaluation to be conducted to assist the employee complete the plan.
3. The necessary improvement;
4. The period of time in which improvement must occur; and
5. A statement that further consequences will result if the employee fails to show and maintain satisfactory improvement.

c. PIPs may **not** be appealed. Employees may however, submit written responses/rebuttals for attachment to the PIP.

d. Written responses/rebuttals must be submitted within five (5) business days of receiving the PIP.

A copy of the PIP shall be maintained in Human Resources, with a copy given to the employee and the original retained by the person's department.

### 4. Suspensions

a. Suspensions result in time off without pay. An employee may be suspended without pay for a period of not less than one work shift and shall be scheduled at the city's convenience.

b. Prior to issuing a suspension for an exempt employee, the department head may want to consult with Human Resources to ensure compliance with the Fair Labor Standards Act.

c. As notice, an employee shall be given a Notice of Disciplinary Action (Suspension) and shall have the right to respond to the department head to the alleged charges before the suspension becomes effective (**See:** Section 7 below).

d. Suspensions become parts of the disciplinary record maintained in the employee's permanent personnel file in Human Resources.

e. Suspensions **may** be appealed in accordance with City policy. Upon completion of the appeal, the employee will abide by the City Manager's decision.

5. Demotions result in employees being moved into jobs with lower responsibility levels and/or lower pay rates. Pay rates after a demotion will be reviewed on a case-by-case basis.

a. The investigation leading to a decision to demote employees for disciplinary purposes should be documented in writing, with a copy given to the employee and the original retained in the employee's personnel file.

b. As notice, an employee shall be given a Notice of Disciplinary Action (e.g. Demotion) and shall have the right to respond to the department head to the alleged charges before the discipline becomes effective (**See:** Section 7 below).

c. Status Change Forms (Appendix A) must be completed and sent to Human Resources.

d. Demotions may be appealed in accordance with City policy.

6. Dismissals resulting in termination of City employment.

a. Prior to initiating any dismissal action, it is recommended that the department head or his/her designee confer with the Human Resources personnel and present all relevant facts, circumstances and information, including whether the employee will be placed on administrative leave with pay or without pay pending the outcome of the investigation. This will help to ensure consistency of discipline across the organization.

b. Human Resources personnel will review the information and can discuss available options and their consequences with the respective department head or his/her designee.

c. It is the responsibility of the department head or the person's designee to decide whether to initiate a dismissal and to communicate the decision to Human Resources personnel.

d. As notice, an employee shall be given a Notice of Disciplinary Action (Proposed Dismissal) and shall have the right to respond to the department head to the alleged charges within two (2) business days of receiving the dismissal document. (**See:** Section 7 below)

e. Dismissals **may** be appealed in accordance with City policy.

## 7. Notice of Proposed Disciplinary Action and Employee Response

a. A supervisor or department head who is considering disciplinary action shall prepare a notice of disciplinary action to the employee. For the purposes of this section, "disciplinary action" means suspension, demotion and/or dismissal. The Notice of Disciplinary Action should include the investigation substantiating why the discipline is proposed, so the employee may adequately respond. The Notice of Proposed Disciplinary Action shall also establish a meeting time with the employee (normally within two (2) business days from the date of the proposed disciplinary action unless circumstances prevent such timing). Human Resources personnel can assist with the notice documentation.

b. An employee who receives a Notice of Proposed Disciplinary Action may respond with any relevant facts that might affect the proposed disciplinary action. The employee's response/rebuttal must be submitted within a time frame prescribed by the Director.

c. The employee response may be presented orally during the meeting established in the Notice of Proposed Disciplinary Action. The employee may also present a response in writing as supplemental information to the meeting. If the employee does not provide additional information at the meeting or does not provide a written response providing adequate reason why the proposed action should not be taken, the proposed disciplinary action will be finalized.

d. An employee who is subject to disciplinary action of Suspension, Demotion, or Dismissal may have a representative present during the response meeting scheduled by the City. The representative is not permitted to speak or advocate on behalf of the employee. Any costs associated with the representative shall be the employee's responsibility.

e. The department head may request a Human Resources or City Attorney's office representative to be present at this meeting.

f. The department head will review the employee's response/rebuttal and make a determination within ten (10) business days whether the basis for the proposed disciplinary action still supports a conclusion to take the proposed action (extensions available for emergency situations that may arise).

The department head shall notify the employee of his/her determination in writing or preferably in person, within fifteen (15) business days of receiving the employee's response/rebuttal. If the decision of the department head is to take the proposed disciplinary action, the employee should be notified of the appeal procedure.

g. The employee's pay status at the time of the proposed disciplinary action will remain in effect until the response is completed.

h. The response period is concluded on the day the department head makes a decision on the proposed disciplinary action.

i. Upon dismissal, the employee will receive accrued vacation leave and applicable sick leave in accordance with City procedures, along with any unpaid work hours on the person's final paycheck. A non-exempt employee also will receive any recorded compensatory time. The employee will also be able to purchase his/her health insurance in accordance with COBRA provisions.

**B. Criminal Offenses** If, during the course of any disciplinary investigation, the possibility exists that the employee may be charged with a criminal offense; the employee will be put on paid leave and the police department will be notified to investigate the case. Once the criminal case is complete, and an internal investigation is initiated, and the employee is a sworn peace officer, the "Garrity" warning will be given prior compelling a statement from the employee. A criminal investigation may be ordered by the department head instead of, or in addition to, a disciplinary investigation. Whether the employee has been given the "Garrity" warning, or is an employee who does not require it, the employee is required to cooperate fully in the disciplinary investigation; a criminal investigation will be completed prior to an administrative investigation. Any failure on the part of the employee to cooperate fully in the disciplinary investigation may be considered insubordination and/or the failure to follow a directive or lawful order. Information obtained from an employee during a disciplinary investigation following the administration of the "Garrity" warning, or in any situation where a statement is compelled, may not be used in any criminal prosecution.

In the event it is determined that a criminal investigation is necessary, the Police Chief or a designee shall be notified and shall begin an official police investigation,.

When an employee is under investigation for a crime or official misconduct, or is awaiting a hearing or trial in a criminal matter, the applicable department head will review the facts of the alleged misconduct to determine whether it will interfere with the employee's performance of his/her job duties. Depending on the type, nature and severity of the alleged conduct, the employee may be placed on administrative leave with or without pay, or may be subject to disciplinary action, including but not limited to suspension, demotion or termination.

The imposition of discipline, in whatever form, shall in no way preclude a further sanction imposed against an employee in subsequent criminal or civil proceedings. Any sanctions imposed in criminal or civil proceedings against an employee shall not preclude the imposition of administrative sanctions.

The Police Department shall follow its normal departmental procedures in investigating the potential criminal complaint and may, at the discretion of the Police Chief, assign such investigation to another law enforcement entity.

## **C. Appeals**

### **I. Purpose**

It is the intent of this policy to establish clear guidelines for employee disciplinary appeals.

### **II. Policy and Procedures**

Employees can appeal the following disciplinary actions:

- Suspensions
- Demotions
- Dismissals

1. Appeal Rules - Employees who are suspended, demoted or dismissed from City service may appeal decisions in accordance with the following rules.
  - a. Employees who are dismissed for non-disciplinary reasons, such as incapacity, will use the same appeal process as for disciplinary dismissals.
  - b. Employees who are terminated by the City because of a reduction in force may not appeal decisions of department heads.
  - c. All requests, responses and decisions to appeal must be in writing. An employee who chooses to appeal may have one legal or other (e.g., co-worker, supervisor, family member) representative at the appeal hearing. The representative may participate in the hearing and speak on behalf of the employee. Any costs associated with the representative shall be the employee's responsibility.
  - d. The city manager may disqualify a representative from the appeal proceedings if the representative is deemed disruptive or unfit for the role.
  - e. If an employee does not respond within the prescribed time limits without obtaining an extension from Human Resources, the employee will have exhausted his/her option to appeal.
  - f. An employee who has not completed his/her initial probationary period may not appeal.
  - g. Temporary and Part-time employees are not eligible to appeal.

2. Appeal Process for Suspensions, Demotions or Dismissals
  - a. An employee who chooses to appeal a suspension, demotion or dismissal must submit the completed appeal form (Appendix B) to Human Resources within five (5) business days from the date of the letter notifying the employee of the effective action. Every effort will be made to have the employee complete their suspension days/time prior to appeal.

- b. All appeals will be heard by the City Manager or a chosen designee.



c. The City Manager will hear the appeal within fifteen (15) business days of the receipt in Human Resources of the completed appeal form. In addition, the City Manager will render a written decision regarding the appeal as soon as practical.

d. An employee's appeal can result in modification of the original disciplinary action. Consequently, the Status Change Form (Appendix A) dismissing the employee and the Personnel Requisition intended to replace the employee shall be withheld pending appeals-process disposition. Upon receipt of notification that the appeal process has been completed, the department shall not submit documents if the decision is overturned, or the forms necessary to finalize the action if the decision is upheld..

e. The City Manager will be the final arbiter of any appeal and that decision will be final.

D. Confidentiality Any dissemination of information related to a disciplinary action or subsequent inquiry of any employee's separation from employment must be coordinated with Human Resources.

HR use only:

\_\_\_\_ Incode

\_\_\_\_ Finance Copy



EXHIBIT A

**CITY OF DEER PARK, TEXAS**  
**Human Resource Status Change Form**

Effective Date: \_\_\_\_\_ Anniversary/Review Date: \_\_\_\_\_ Date entered in Incode: \_\_\_\_\_

Change Type:    New Hire    Re-Hire    Pay/Status Change    Termination    Leave    Transfer

Employee/Applicant Name: \_\_\_\_\_ Drives for the City? Yes or No

Full-Time    Part-Time    Regular    Temporary

Department: \_\_\_\_\_ Division: \_\_\_\_\_ Pay Grade/Step: \_\_\_\_/\_\_\_\_

Position: \_\_\_\_\_ Base Pay Rate: \_\_\_\_/hr. + Incentive \_\_\_\_/hr.

**NEW STATUS (if a status change):**

Full-Time    Part-Time    Regular    Temporary    Exempt (E or N) \_\_\_\_

Department: \_\_\_\_\_ Division: \_\_\_\_\_ Pay Grade/Step: \_\_\_\_/\_\_\_\_

Position: \_\_\_\_\_ Base Pay Rate: \_\_\_\_/hr. + Incentive \_\_\_\_/hr.

**TERMINATION:**    Resignation    Retirement    Layoff    Dismissal    LOA/FMLA

Last Day Worked: \_\_\_\_\_ Final Hrs.: Reg.\_\_\_\_, O/T\_\_\_\_, Vac.\_\_\_\_, Sick\_\_\_\_, Comp.\_\_\_\_

**REMARKS:** \_\_\_\_\_  
\_\_\_\_\_

**CHECKLISTS:**

New Hire:	____ Background Check	Termination:	____ IT Notification (email, network)
	____ Employment Application Forms		____ Exit Interview
	____ MVR (for driving roles)		____ Equipment/Uniforms Returned
	____ Direct Deposit		____ Final Pay/Leave Calculated
	____ W-4 Form/I-9 Form		____ Inactivate TML Online Training
	____ PIA Form		____ ID card returned
	____ Drug Screen/Physical		____ Term Medical Coverage
	____ Review Snap		____ Inactivate in Review Snap
	____ TML Online Training		____ Update CODE RED
	____ Add 8 hrs. Floating Holiday (Jan-June New hires only)		
	____ Update CODE RED		

**APPROVALS:**

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
Human Resources

Revised 1/25/18 Replace all other  
status change forms  
Effective 2/1/18



CITY OF DEER PARK APPEAL FORM – PART 1

Please Print Employee's Name: \_\_\_\_\_ Telephone: ( ) \_\_\_\_\_

Address: Street City State Zip \_\_\_\_\_

Position: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Date of Hire: \_\_\_\_\_ Date of \_\_\_\_\_: \_\_\_\_\_

- REQUEST FOR REVIEW OF \_\_\_\_\_
- I hereby request a review of my \_\_\_\_\_  
(Suspension/Demotion/Termination) from employment in accordance with the City' Appeal Procedure. I have read and understood the provisions of that procedure, including the time limits. I understand that in order for the city to resolve my complaint it is necessary for me to fully disclose all of the facts and reasons I believe my \_\_\_\_\_ (Suspension/Demotion/Termination) was unlawful and/or violated the City Personnel Policy in effect at the time of my termination from employment, and to identify all persons with knowledge relevant to my claims. I have fully disclosed below all such facts, reasons and persons. (Attach additional paper if necessary).

\_\_\_\_\_



## Discipline: Record of Verbal Counseling

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Employee Name \_\_\_\_\_ Date \_\_\_\_\_

*The following counseling has taken place:  
(Check and give details under explanation)*

- |   |   |
|---|---|
| <input type="checkbox"/> Absence                                  | <input type="checkbox"/> Harassment                         |
| <input type="checkbox"/> Tardiness                                | <input type="checkbox"/> Dishonesty                         |
| <input type="checkbox"/> Violation of Company Policy              | <input type="checkbox"/> Violation of safety rules          |
| <input type="checkbox"/> Horseplay                                | <input type="checkbox"/> Leaving work without authorization |
| <input type="checkbox"/> Smoking in unauthorized areas            | <input type="checkbox"/> Poor performance                   |
| <input type="checkbox"/> Failure to follow instructions           | <input type="checkbox"/> Insubordination                    |
| <input type="checkbox"/> Unauthorized use of equipment, materials | <input type="checkbox"/> Other                              |

Summary of violation and investigation:

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Disposition/Summary of corrective plan of action

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\_\_\_\_\_

**SUPERVISOR  
SIGNATURE**

\_\_\_\_\_

**DATE** \_\_\_\_\_

**EMPLOYEE  
SIGNATURE**

\_\_\_\_\_

**DATE** \_\_\_\_\_



# Server Error

The server encountered a temporary error and could not complete your request.

Please [try again](#) in 30 seconds.



**DEER PARK MUNICIPAL COURT**  
**SCHEDULE OF FEES AND FINES**  
**EFFECTIVE JANUARY 1, 2020**

INCODE	STATUTE	DESCRIPTION	CURRENT TOTAL	REQUIRED FEE	PROPOSED FINE	PROPOSED TOTAL
1000	ABC 101.72	CONSUME ALCOHOL BEV ON PREMISES LICENSED FOR OFF-PREMISE	\$ 200.00	\$ 81.00	\$ 269.00	\$ 350.00
1001A	ABC 106.02	PURCHASE OF ALCOHOL BY A MINOR	350.00	81.00	269.00	350.00
1002	ABC 106.041	DUI - MINOR	350.00	81.00	269.00	350.00
1003	ABC 106.05	POSSESSION OF ALCOHOL BY MINOR	350.00	81.00	269.00	350.00
1005	ABC 106.07	MISREPRESENTATION OF AGE BY A MINOR TO BUY ALCOHOL	350.00	81.00	269.00	350.00
1006	ABC 106.13	SANCTIONS AGAINST RETAILER	350.00	81.00	269.00	350.00
1007	ABC 105.06	CONSUMING/POSSESSING W/INTENT TO CONSUME IN PUBLIC AFTER HOUR	350.00	81.00	269.00	350.00
1009	EC 37.107	TRESPASS ON SCHOOL GROUNDS	350.00	81.00	269.00	350.00
1010	EC 37.124	DISRUPTION OF CLASSES	350.00	81.00	269.00	350.00
1011	EC 37.126	DISRUPTION OF TRANSPORTATION	350.00	81.00	269.00	350.00
1012	HSC 161.087	DISTRIBUTION OF CIGARETTES/TOBACCO TO MINOR	350.00	81.00	269.00	350.00
1013	HSC 161.252	POSSESSION, PURCHASE, CONSUMPTION OR RECEIPT OF CIGARETTES	200.00	81.00	269.00	350.00
1014	HSC 161.082	SALE OF CIGARETTES OR TOBACCO TO A MINOR	350.00	81.00	269.00	350.00
1015	HSC 481.125	POSSESSION OF DRUG PARAPHERNALIA	350.00	81.00	269.00	350.00
1017	HSC 826.044	FAILURE/REFUSING TO QUARANTINE AN ANIMAL	350.00	81.00	269.00	350.00
1019	PC 22.01	ASSAULT BY THREAT	350.00	81.00	269.00	350.00
1020	PC 22.01	ASSAULT BY CONTACT	350.00	81.00	269.00	350.00
1021	PC 22.10	LEAVING A CHILD IN A VEHICLE	350.00	81.00	269.00	350.00
1022	PC 28.03	CRIMINAL MISCHIEF	350.00	81.00	269.00	350.00
1022A	PC 15.01	CRIMINAL ATTEMPT	350.00	81.00	269.00	350.00
1023	PC 30.05	CRIMINAL TRESPASS	350.00	81.00	269.00	350.00
1024A	PC 31.03	THEFT - UNDER \$100	350.00	81.00	269.00	350.00
1024B	PC 31.04	THEFT OF SERVICE - UNDER \$100	350.00	81.00	269.00	350.00
1034	PC 38.02	FAILURE TO IDENTIFY	350.00	81.00	269.00	350.00
1035	PC 38.10	FAILURE TO APPEAR	200.00	76.00	124.00	200.00
1036	PC 42.01	DISORDERLY CONDUCT - DISCHARGE FIREARM	350.00	81.00	269.00	350.00
1037	PC 42.01	DISORDERLY CONDUCT	350.00	81.00	269.00	350.00
1038	PC 42.01	DISORDERLY CONDUCT - LANGUAGE	350.00	81.00	269.00	350.00
1039	PC 42.01	DISORDERLY CONDUCT - DISPLAY FIREARM	350.00	81.00	269.00	350.00
1040	PC 42.01	DISORDERLY CONDUCT - EXPOSING	350.00	81.00	269.00	350.00
1041	PC 42.01	DISORDERLY CONDUCT - GESTURE	350.00	81.00	269.00	350.00
1042	PC 42.01	DISORDERLY CONDUCT - ODOR	350.00	81.00	269.00	350.00
1043	PC 42.01	DISORDERLY CONDUCT - ABUSE AND THREAT	350.00	81.00	269.00	350.00
1044	PC 42.01	DISORDERLY CONDUCT - UNREASONABLE NOISE	350.00	81.00	269.00	350.00
1045	PC 42.01	DISORDERLY CONDUCT - FIGHTING	350.00	81.00	269.00	350.00
1046	PC 42.01	DISORDERLY CONDUCT - PEEPING	350.00	81.00	269.00	350.00
1047	PC 43.22	OBSCENE DISPLAY/DISTRIBUTION	350.00	81.00	269.00	350.00
1049	PC 46.13	MAKING FIREARM ACCESSIBLE TO CHILD	350.00	81.00	269.00	350.00
1050	PC 49.02	PUBLIC INTOXICATION - ALCOHOL	350.00	81.00	269.00	350.00
1051	PC 49.02	PUBLIC INTOXICATION - DRUGS	350.00	81.00	269.00	350.00
1052	PC 49.02	PUBLIC INTOXICATION - MINOR	350.00	81.00	269.00	350.00
1054	PC 49.031	OPEN CONTAINER LAW	250.00	81.00	219.00	300.00
1055	PC 28.04	RECKLESS DAMAGE OR DESTRUCTION	350.00	81.00	269.00	350.00
1066	ABC 106.04	CONSUMING ALCOHOL BY A MINOR	350.00	81.00	269.00	350.00
1067	HSC 365.012	UNLAWFULLY DUMPING LITTER	175.00	81.00	119.00	200.00
1069	HSC 822.044	ATTACK BY A DANGEROUS DOG	250.00	81.00	169.00	250.00
1070	HSC 822.045	DANGEROUS DOG VIOLATIONS	250.00	81.00	169.00	250.00
3000	TRC 545.351	SPEEDING - FIRST 10 MILES OVER	175.00	134.00	71.00	205.00
3000Z	TRC 545.351	SPEEDING < 10%	175.00	134.00	71.00	205.00
3001	TRC 545.351	SPEEDING - SCHOOL ZONE - FIRST 10 MILES OVER	200.00	159.00	71.00	230.00
3002	TRC 545.351	UNSAFE SPEED FOR CONDITIONS	175.00	134.00	71.00	205.00
3003	TRC 545.363	IMPEDING TRAFFIC	175.00	134.00	71.00	205.00
3005	TRC 545.151	DISREGARD STOP SIGN	175.00	134.00	71.00	205.00
3006	TRC 544.007	DISREGARD RED LIGHT	175.00	134.00	71.00	205.00
3007	TRC 545.060	CHANGED LANES WHEN UNSAFE	175.00	134.00	71.00	205.00
3007B	TRC 545.061	FAIL TO YIELD ROW - CHANGING LANES	175.00	134.00	71.00	205.00
3008	TRC 545.101	TURNED LEFT FROM WRONG LANE	175.00	134.00	71.00	205.00
3009	TRC 545.101	TURNED RIGHT FROM WRONG LANE/TURNED RIGHT TOO WIDE	175.00	134.00	71.00	205.00
3010	TRC 545.423	CUTTING ACROSS DRIVEWAY TO MAKE TURN	175.00	134.00	71.00	205.00
3011	TRC 545.101	PROHIBITED LEFT TURN	175.00	134.00	71.00	205.00
3012	TRC 545.101	ILLEGAL U-TURN	175.00	134.00	71.00	205.00
3013	TRC 545.101	PROHIBITED RIGHT TURN	175.00	134.00	71.00	205.00
3014	TRC 545.157	PASSING EMERGENCY VEHICLE	250.00	134.00	141.00	275.00
3015	TRC 545.060	DROVE IN CENTER TURN LANE	175.00	134.00	71.00	205.00
3016	TRC 545.056	DROVE ON WRONG SIDE OF ROAD APPROACHING INTERSECTION	175.00	134.00	71.00	205.00



**DEER PARK MUNICIPAL COURT  
SCHEDULE OF FEES AND FINES  
EFFECTIVE JANUARY 1, 2020**

INCODE	STATUTE	DESCRIPTION	CURRENT TOTAL	REQUIRED FEE	PROPOSED FINE	PROPOSED TOTAL
3017	TRC 545.059	DROVE WRONG WAY ON ONE WAY ROADWAY	\$ 175.00	\$ 134.00	\$ 71.00	\$ 205.00
3018	TRC 545.062	FOLLOWING TOO CLOSELY	175.00	134.00	71.00	205.00
3019	TRC 545.055	DISREGARD NO PASSING ZONE MARKINGS	175.00	134.00	71.00	205.00
3020	TRC 545.066	PASSING A STOPPED SCHOOL BUS	500.00	159.00	341.00	500.00
3021	TRC 545.057	FAIL TO PASS TO RIGHT SAFELY	175.00	134.00	71.00	205.00
3022	TRC 545.402	UNSAFE START FROM PARKED POSITION	175.00	134.00	71.00	205.00
3023A	TRC 545.412	SEATBELT VIOLATION - CHILD SAFETY SEAT (1ST VIOLATION)	127.00	134.00	66.00	200.00
3023B	TRC 545.412	SEATBELT VIOLATION - CHILD SAFETY SEAT (2ND/SUBSEQUENT OFF)	200.00	134.00	166.00	300.00
3023C	TRC 545.413	SEATBELT VIOLATION - DRIVER PERMITS UNRESTRAINED PASS (8-16 YOA)	250.00	134.00	66.00	200.00
3025	TRC 545.413	SEATBELT VIOLATION - UNRESTRAINED DRIVER	150.00	134.00	41.00	175.00
3025A	TRC 545.413	SEATBELT VIOLATION - UNRESTRAINED PASSENGER (15 YOA AND OLDER)	150.00	134.00	41.00	175.00
3027	TRC 550.023	FAIL TO STOP AND GIVE INFORMATION	150.00	134.00	46.00	180.00
3028	TRC 601.191	FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	350.00	81.00	269.00	350.00
3028B	TRC 601.191	FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY - SUBSEQUENT OFF.	500.00	81.00	419.00	500.00
3029	TRC 545.351	FAIL TO CONTROL SPEED	175.00	134.00	71.00	205.00
3030	TRC 545.153	FAIL TO YIELD ROW - STOP INTERSECTION	175.00	134.00	71.00	205.00
3031	TRC 545.153	FAIL TO YIELD ROW - YIELD INTERSECTION	175.00	134.00	71.00	205.00
3032	TRC 545.151	FAIL TO YIELD ROW - OPEN INTERSECTION	175.00	134.00	71.00	205.00
3033	TRC 545.152	FAIL TO YIELD ROW - TURNING LEFT	175.00	134.00	71.00	205.00
3034	TRC 545.155	FAIL TO YIELD ROW - PRIVATE DRIVE	175.00	134.00	71.00	205.00
3035	TRC 545.156	FAIL TO YIELD ROW - EMERGENCY VEHICLE	175.00	134.00	71.00	205.00
3036	TRC 544.007	FAIL TO YIELD ROW - GREEN TURN SIGNAL	175.00	134.00	71.00	205.00
3036A	TRC 545.154	FAIL TO YIELD ROW - ENTERING/LEAVING HIGHWAY	175.00	134.00	71.00	205.00
3038	TRC 544.044	FAIL TO OBEY TRAFFIC SIGNAL/DEVICE	175.00	134.00	71.00	205.00
3039	TRC 472.022	TAMPERING W/WARNING DEVICES - BARRICADE	175.00	134.00	71.00	205.00
3040	TRC 544.008	DISREGARD FLASHING RED SIGNAL	175.00	134.00	71.00	205.00
3041	TRC 544.009	DISREGARD LANE CONTROL SIGNAL	175.00	134.00	71.00	205.00
3042	TRC 545.060	FAIL TO DRIVE IN SINGLE LANE	175.00	134.00	71.00	205.00
3042B	TRC 545.060	DISREGARD NO LANE CHANGE SIGN	175.00	134.00	71.00	205.00
3043	TRC 545.251	DISREGARD SIGNAL AT RR CROSSING	175.00	134.00	71.00	205.00
3044	TRC 545.063	TURNING ACROSS PHYSICAL BARRIER ON DIVIDED HIGHWAY	175.00	134.00	71.00	205.00
3044B	TRC 545.063	CROSS A PHYSICAL BARRIER ON DIVIDED HIGHWAY	175.00	134.00	71.00	205.00
3045	TRC 545.101	DISREGARD TURN MARKS AT INTERSECTION	175.00	134.00	71.00	205.00
3046	TRC 545.103	TURNED WHEN UNSAFE	175.00	134.00	71.00	205.00
3048	TRC 545.051	FAIL TO YIELD ROW - LEFT AT OBSTRUCTION	175.00	134.00	71.00	205.00
3049	TRC 545.052	FAIL TO GIVE 1/2 OF ROADWAY TO ONCOMING TRAFFIC	175.00	134.00	71.00	205.00
3050	TRC 545.051	DROVE WRONG SIDE NOT IN PASSING	175.00	134.00	71.00	205.00
3050A	TRC 551.103	BICYCLE - DROVE ON WRONG SIDE OF ROAD	175.00	134.00	71.00	205.00
3051	TRC 545.053	CUT IN AFTER PASSING	175.00	134.00	71.00	205.00
3052	TRC 545.053	FAIL TO PASS TO LEFT SAFELY	175.00	134.00	71.00	205.00
3053	TRC 545.106	FAIL TO SIGNAL TURN	175.00	134.00	71.00	205.00
3054	TRC 545.104	FAIL TO SIGNAL LANE CHANGE	175.00	134.00	71.00	205.00
3054A	TRC 545.105	FAIL TO SIGNAL STOP	175.00	134.00	71.00	205.00
3055	TRC 521.021	NO DRIVERS LICENSE	250.00	81.00	169.00	250.00
3056	TRC 521.221	VIOLATE DL RESTRICTION OR W/O REQUIRED ENDORSEMENT	200.00	81.00	119.00	200.00
3067	TRC 552.003	FAIL TO YIELD ROW - PEDESTRIANS IN A CROSSWALK	175.00	72.00	128.00	200.00
3068	TRC 552.008	FAIL TO USE DUE CARE FOR PEDESTRIANS	175.00	72.00	128.00	200.00
3069	TRC 661.003	MOTORCYCLE - NO PROTECTIVE HEADGEAR (DRIVER)	100.00	81.00	44.00	125.00
3069B	TRC 661.003	MOTORCYCLE - NO PROTECTIVE HEADGEAR (PASSENGER)	100.00	81.00	44.00	125.00
3069C	TRC 661.003	MOTORCYCLE - NO PROTECTIVE HEADGEAR (DRIVER ALLOW PASS)	100.00	81.00	44.00	125.00
3070	TRC 542.501	DISOBEY POLICE OFFICER	250.00	134.00	146.00	280.00
3071	TRC 542.501	DISREGARD SCHOOL CROSSING GUARD	200.00	134.00	116.00	250.00
3074	TRC 545.058	DRIVING ON IMPROVED SHOULDER	150.00	134.00	46.00	180.00
3077	TRC 601.373	FAIL TO SURRENDER SUSPENDED DL TO DPS	250.00	71.00	179.00	250.00
3078	TRC 547.330	IMPROPER USE OF AUXILIARY DRIVING LAMPS	150.00	134.00	46.00	180.00
3079	TRC 547.333	FAIL TO DIM HEADLAMPS	150.00	134.00	46.00	180.00
3080	TRC 547.321	DEFECTIVE HEADLAMPS	150.00	134.00	46.00	180.00
3080A	TRC 547.324	TURN SIGNAL LAMPS REQUIRED	150.00	134.00	46.00	180.00
3080B	TRC 547.801	DEFECTIVE HEADLAMPS - MOTORCYCLE	150.00	134.00	46.00	180.00
3081	TRC 547.322	DEFECTIVE TAIL LAMPS	150.00	134.00	46.00	180.00
3081A	TRC 547.325	NO/IMPROPERLY MOUNTED RED REFLECTORS	150.00	134.00	46.00	180.00
3081B	TRC 547.322	DEFECTIVE/NO LICENSE PLATE LAMP	150.00	134.00	46.00	180.00
3082	TRC 547.323	DEFECTIVE STOP LAMPS	150.00	134.00	46.00	180.00
3082A	TRC 547.334	DEFECTIVE EQUIPMENT	150.00	134.00	46.00	180.00
3083	TRC 547.332	IMPROPER USE OF BACKUP LIGHTS	150.00	134.00	46.00	180.00



**DEER PARK MUNICIPAL COURT  
SCHEDULE OF FEES AND FINES  
EFFECTIVE JANUARY 1, 2020**

INCODE	STATUTE	DESCRIPTION	CURRENT TOTAL	REQUIRED FEE	PROPOSED FINE	PROPOSED TOTAL
3084	TRC 551.104	NO RED REFLECTOR ON BICYCLE NIGHTTIME	\$ 150.00	\$ 134.00	\$ 46.00	\$ 180.00
3085	TRC 547.302	DROVE W/O LIGHTS WHEN REQUIRED	150.00	134.00	46.00	180.00
3088	TRC 661.003	OPERATE MOTORCYCLE WITHOUT APPROVED HEADGEAR	150.00	81.00	69.00	150.00
3089	TRC 663.034	OPERATE ATV W/O APPROVED HEADGEAR	150.00	81.00	69.00	150.00
3090	TRC 547.401	DEFECTIVE BRAKES	150.00	134.00	46.00	180.00
3091	TRC 547.407	DEFECTIVE WARNING SIGNAL ON AIR BRAKES	150.00	134.00	46.00	180.00
3092	TRC 547.382	NO FLAG ON PROJECTING LOAD	150.00	134.00	46.00	180.00
3093	TRC 547.501	UNNECESSARY USE OF HORN	150.00	134.00	46.00	180.00
3094	TRC 547.604	MUFFLER VIOLATION	150.00	134.00	46.00	180.00
3095	TRC 547.602	MIRROR VIOLATION	150.00	134.00	46.00	180.00
3096	TRC 547.613	OBSTRUCTED WINDSHIELD	150.00	134.00	46.00	180.00
3097	TRC 547.603	WINDSHIELD MUST BE EQUIPPED WITH WIPERS	150.00	134.00	46.00	180.00
3098	TRC 547.502	WARNING DEVICES NOT INSTALLED	150.00	134.00	46.00	180.00
3099	TRC 547.606	NO OR DEFECTIVE SAFETY GUARDS OR FLAPS	150.00	134.00	46.00	180.00
3100	SEC 66-91	STOPPING, STANDING OR PARKING PROHIBITED IN CERTAIN PLACES	30.00	19.00	11.00	30.00
3101	TRC 545.404	PARKED AND FAILED TO SET BRAKES	150.00	72.00	103.00	175.00
3101A	TRC 545.404	UNATTENDED MOTOR VEHICLE	150.00	72.00	103.00	175.00
3102	TRC 545.404	PARKED W/O STOPPING ENGINE	150.00	72.00	103.00	175.00
3103	TRC 545.404	PARKED MV W/O REMOVING KEYS	150.00	72.00	103.00	175.00
3104	TRC 521.021	EXPIRED DRIVERS LICENSE	250.00	81.00	169.00	250.00
3105	TRC 521.025	FAIL TO DISPLAY DRIVERS LICENSE	250.00	81.00	169.00	250.00
3106	TRC 521.054	FAIL TO CHANGE ADDRESS ON DRIVER'S LICENSE WITHIN 30 DAYS	150.00	81.00	69.00	150.00
3106B	TRC 521.054	FAIL TO CHANGE NAME ON DRIVER'S LICENSE WITHIN 30 DAYS	150.00	81.00	69.00	150.00
3106C	TRC 521.029	FAIL TO OBTAIN DRIVER'S LICENSE WITHIN 90 DAYS	150.00	81.00	69.00	150.00
3107	TRC 550.024	FAIL TO COMPLY STRIKING UNATTENDED M/V	200.00	134.00	96.00	230.00
3108	TRC 550.025	FAIL TO COMPLY W/REQUIRED STRIKING FIXTURES	200.00	134.00	96.00	230.00
3109	TRC 502.473	NO LICENSE PLATES	150.00	81.00	94.00	175.00
3109A	TRC 502.943	OPERATION OF VEHICLE WITHOUT LICENSE PLATE	175.00	81.00	94.00	175.00
3109B	TRC 502.473	OPERATE VEHICLE WITHOUT TWO (2) LICENSE PLATES	175.00	81.00	94.00	175.00
3109C	TRC 502.472	OPERATE VEHICLE WITH IMPROPER REGISTRATION	175.00	81.00	94.00	175.00
3109D	TRC 504.946	DECEPTIVELY SIMILAR LICENSE PLATE	175.00	81.00	94.00	175.00
3110	TRC 547.322	NO LICENSE PLATE LIGHT	150.00	134.00	46.00	180.00
3111	TRC 547.305	RED LIGHT ON FRONT OF VEHICLE	150.00	134.00	46.00	180.00
3112	TRC 547.305	UNAUTHORIZED EQUIPMENT - LIGHTS ON WINDSHIELD	150.00	134.00	46.00	180.00
3113	TRC 622.901	UNLAWFUL WIDTH	150.00	81.00	69.00	150.00
3114	TRC 622.902	OVER MAXIMUM HEIGHT	150.00	81.00	69.00	150.00
3115	TRC 621.206	ILLEGAL LOAD EXTENSION	150.00	81.00	69.00	150.00
3117	TRC 545.415	BACKED W/O SAFETY	200.00	134.00	96.00	230.00
3118	TRC 545.418	OPENING AND CLOSING VEHICLE DOORS	150.00	134.00	46.00	180.00
3120	TRC 543.009	VIOLATE PROMISE TO APPEAR	175.00	134.00	66.00	200.00
3121	TRC 545.417	PASSENGERS EXCEEDING 3/OBSTRUCT VIEW/OPERATION	150.00	134.00	46.00	180.00
3122	TRC 545.417	PASSENGER INTERFERED WITH OPERATOR'S VIEW OR CONTROL	150.00	134.00	46.00	180.00
3123	TRC 545.417	PASSENGER INTERFERED WITH DRIVERS CONTROL	150.00	134.00	46.00	180.00
3124	TRC 521.458	PERMIT UNLICENSED PERSON TO DRIVE	200.00	81.00	119.00	200.00
3125	TRC 521.458	PERMIT UNLICENSED MINOR TO DRIVE	250.00	81.00	169.00	250.00
3126	TRC 471.007	TRAIN OBSTRUCTING CROSSING	150.00	134.00	46.00	180.00
3127	TRC 555.101	DROVE BIKE WRONG WAY AGAINST TRAFFIC	150.00	134.00	46.00	180.00
3128	TRC 551.104	NO WHITE REFLECTOR ON FRONT BICYCLE	150.00	134.00	46.00	180.00
3129	TRC 552.005	PEDESTRIAN FAIL TO YIELD ROW OF MV NOT AT CROSSWALK	150.00	72.00	103.00	175.00
3130	TRC 552.006	WALK ON STREET WHERE SIDEWALK PROVIDED	150.00	134.00	46.00	180.00
3131	TRC 545.303	PARKING REGULATION	150.00	134.00	46.00	180.00
3131A	TRC 545.302	STANDING/PARKING A VEHICLE WHERE AN OFFICIAL SIGN PROHIBITS	200.00	81.00	119.00	200.00
3131B	TRC 545.301	STOPPING, STANDING OR PARKING WHERE AN OFFICIAL SIGN PROHIBITS	200.00	81.00	119.00	200.00
3132	TRC 727.001	MODIFIED OR WEIGHTED VEHICLE	150.00	134.00	46.00	180.00
3133	TRC 547.612	DEFECTIVE TIRES	150.00	134.00	46.00	180.00
3134	TRC 547.613	WINDOW TINT VIOLATION	150.00	134.00	46.00	180.00
3135	TRC 502.475	EXPIRED LICENSE PLATES	150.00	81.00	69.00	150.00
3136	TRC 502.475	DISPLAY LICENSE TAB ISSUED TO ANOTHER	150.00	81.00	69.00	150.00
3137	TRC 504.945	DISPLAY FICTITIOUS LICENSE PLATES	150.00	81.00	69.00	150.00
3138	TRC 502.409	UNCLEAN LICENSE PLATES	150.00	81.00	69.00	150.00
3139	TRC 621.002	FAIL TO CARRY OR PRESENT LICENSE RECEIPT	150.00	81.00	69.00	150.00
3140	TRC 502.472	OPERATE UNREGISTERED MOTOR VEHICLE	150.00	81.00	69.00	150.00
3141	TRC 663.037	OPERATE ATV ON PUBLIC STREET/ROAD	150.00	134.00	46.00	180.00
3143	TRC 681.011	HANDICAP PARKING	500.00	19.00	481.00	500.00
3144	TRC 544.007	FAIL TO STOP PROPER PLACE	150.00	134.00	46.00	180.00



**DEER PARK MUNICIPAL COURT  
SCHEDULE OF FEES AND FINES  
EFFECTIVE JANUARY 1, 2020**

INCODE	STATUTE	DESCRIPTION	CURRENT TOTAL	REQUIRED FEE	PROPOSED FINE	PROPOSED TOTAL
3145	SEC 66-91	PARKED WITHIN 20 FT OF INTERSECTION	\$ 30.00	\$ 19.00	\$ 11.00	\$ 30.00
3146	TRC 725.003	FAIL TO SECURE LOAD TO PREVENT SPILLAGE	200.00	81.00	129.00	210.00
3146A	TRC 725.022	MAINTAINING NO-LOAD-CARRYING VEHICLE PARTS	175.00	81.00	104.00	185.00
3147	545.414	OPERATE MOTOR VEHICLE WITH CHILD IN OPEN BED	150.00	134.00	46.00	180.00
3148	547.611	TELEVISION RECEIVER IMPROPERLY LOCATED	150.00	134.00	46.00	180.00
3149	TRC 545.055	WRONG SIDE ROAD - NOT PASSING	150.00	134.00	46.00	180.00
3150	TRC 551.102	OPERATION OF BICYCLES/MOPEDS/PLAY VEH-GENERAL OPERATION	150.00	134.00	46.00	180.00
3151	TRC 545.409	MISC. RULES-DRAWBARS/TRAILER HITCHES; SADDLE-MOUNT TOWING	150.00	134.00	46.00	180.00
3151A	TRC 545.410	TOWING SAFETY CHAINS	150.00	134.00	46.00	180.00
3152	SEC 66-91	PARK ON SIDEWALK/CROSSWALK	30.00	19.00	11.00	30.00
3153	SEC 66-91	PARKING BLOCKING PRIVATE/PUBLIC DRIVE	30.00	19.00	11.00	30.00
3154	TRC 547.004	UNSAFE MOTOR VEHICLE	150.00	134.00	46.00	180.00
3155	TRC 545.064	EXITED CONTROL ACCESS ROADWAY WHERE PROHIBITED	250.00	134.00	71.00	205.00
3156	TRC 545.422	DRIVING ON A SIDEWALK	150.00	134.00	46.00	180.00
3157	TRC 521.457	DRIVING WHILE LICENSE INVALID	250.00	81.00	169.00	250.00
3158	TRC 547.605	DEFECTIVE EXHAUST EMISSION SYSTEM	150.00	134.00	46.00	180.00
3158B	TRC 547.605	DEFECTIVE EXHAUST EMISSION SYSTEM - SUBSEQUENT OFFENSE	350.00	134.00	246.00	380.00
3159	SEC 66-91	PARK WITHIN 15 FEET OF A FIRE HYDRANT	50.00	19.00	31.00	50.00
3160	SEC 66-91	PARK WITHIN 30 FEET OF TRAFFIC CONTROL DEVICE	30.00	19.00	11.00	30.00
3161	TRC 621.101	OVER ALLOWABLE GROSS WEIGHT	150.00	81.00	69.00	150.00
3161A	TRC 621.101	OVERWEIGHT GROUP OF AXLES	150.00	81.00	69.00	150.00
3162	TRC 502.471	REGISTRATION REQUIRED - GENERAL RULE	150.00	81.00	69.00	150.00
3163	TRC 552.007	SOLICITATION BY PEDESTRIANS	150.00	72.00	103.00	175.00
3164	TRC 547.101	RULES AND STANDARD IN GENERAL	150.00	134.00	46.00	180.00
3165	TRC 545.424	VIOLATE OPERATING HOURS - MINOR	150.00	134.00	46.00	180.00
3166	TRC 545.424	OPERATE VEHICLE WITH MORE THAN ONE (1) PASSENGER - MINOR	150.00	134.00	46.00	180.00
3167	TRC 545.424	OPERATE VEHICLE WHILE USING WIRELESS COMMUNICATION - MINOR	150.00	134.00	46.00	180.00
3168	TRC 552.006	USE OF SIDEWALK	150.00	72.00	103.00	175.00
3169	TRC 683.002	ABANDONED VEHICLE	175.00	134.00	71.00	205.00
3170	TRC 547.324	TURN SIGNAL LAMPS REQUIRED	150.00	134.00	46.00	180.00
3171	TRC 551.104	NO/DEFECTIVE BRAKES ON BICYCLE	150.00	134.00	46.00	180.00
3172	TRC 545.425	USE OF WIRELESS COMMUNICATION DEVICE IN A SCHOOL ZONE	150.00	134.00	46.00	180.00
3173	TRC 545.403	DRIVING THROUGH SAFETY ZONE	175.00	134.00	71.00	205.00
4000	SEC 42-26	FIRE BOMBS/FIREWORKS	175.00	81.00	94.00	175.00
4001	SEC 22-32	PEDDLERS, SOLICITORS, ETC GOING UPON PRIVATE RESIDENCE W/O INVITATION	175.00	81.00	94.00	175.00
4002	SEC 14-127	DUTIES OF OWNER - ANIMALS AT LARGE	125.00	81.00	69.00	150.00
4003	SEC 66-68	SQUEALING TIRES ON PAVEMENT	150.00	81.00	69.00	150.00
4004	SEC 14-214	DUTIES OF OWNER - VICIOUS ANIMAL	250.00	81.00	169.00	250.00
4004A	SEC 14-245	ATTACK BY A DANGEROUS DOG	250.00	81.00	169.00	250.00
4005	SEC 62-2	TRESPASS	175.00	81.00	94.00	175.00
4006	SEC 38-243	JUNKED VEHICLE	150.00	81.00	69.00	150.00
4007	SEC 62-120	POSSESSION OF ALCOHOL IN CITY PARK	150.00	81.00	69.00	150.00
4008	SEC 38-100	EXCESSIVE NOISE IN HOUSE	175.00	81.00	94.00	175.00
4009	SEC 62-1	INTERFERENCE WITH POLICE AND/ OR CITY OFFICER	275.00	81.00	194.00	275.00
4010	SEC 14-126	RESTRICTION ON NUMBER OF ANIMALS	175.00	81.00	69.00	150.00
4011	SEC 62-23	DISCHARGE FIREARM	275.00	81.00	194.00	275.00
4012	SEC 66-52	DROVE OFF PAVED PORTION OF ROADWAY	125.00	81.00	69.00	150.00
4013	SEC 18-52	PERMIT REQUIRED - BUILDING	275.00	81.00	194.00	275.00
4014	SEC 14-26	KEEPING NOISY ANIMAL	150.00	81.00	69.00	150.00
4015	SEC 90-13	DISTURBING OF CONTAINER OR CONTENTS	175.00	81.00	94.00	175.00
4016	SEC 38-165	FAILURE OF OWNER OR OCCUPANT TO REMEDY CONDITION	275.00	81.00	194.00	275.00
4017	SEC 18-302	JOURNEYMAN ELECTRICIAN-CERTIFICATE REQUIRED	175.00	81.00	94.00	175.00
4018	SEC 106-31	UNAUTHORIZED USE OR INTERFERENCE WITH FIRE HYDRANT	275.00	81.00	194.00	275.00
4019	SEC 14-25	KEEPING OF LIVESTOCK	150.00	81.00	69.00	150.00
4019A	SEC 14-24	KEEPING OF ANIMALS GENERALLY	175.00	81.00	69.00	150.00
4019B	SEC 14-28	VACCINATION OF HORSES AGAINST VENEZUELAN EQUINE ENCEPHALOMYELITIS	175.00	81.00	94.00	175.00
4020	SEC 38-101	EXCESSIVE NOISE-CAR RADIO	175.00	81.00	94.00	175.00
4021	SEC 82-20	NO GARAGE SALE PERMIT	125.00	81.00	44.00	125.00
4022	SEC 18-339	ELECTRICAL CODE-CONDEMNATION OF DANGEROUS WIRING	275.00	81.00	194.00	275.00
4023	SEC 62-120	POSSESSION OF ALCOHOL ON SCHOOL PROPERTY	275.00	81.00	194.00	275.00
4025	SEC 94-1	OBSTRUCTIONS AND ENCROACHMENTS	125.00	81.00	69.00	150.00
4026	SEC 86-52	FAIL TO RENEW SIGN PERMIT	275.00	81.00	194.00	275.00
4027	SEC 66-23	VIOLATE NO THRU TRUCKS ROUTE	275.00	81.00	194.00	275.00
4028	SEC 42-27	BURNING OR TRASH/RUBBISH	275.00	81.00	194.00	275.00
4029	SEC 62-91	CURFEW VIOLATION	275.00	81.00	194.00	275.00



**DEER PARK MUNICIPAL COURT**  
**SCHEDULE OF FEES AND FINES**  
**EFFECTIVE JANUARY 1, 2020**

INCODE	STATUTE	DESCRIPTION	CURRENT TOTAL	REQUIRED FEE	PROPOSED FINE	PROPOSED TOTAL
4030	SEC 38-160	KEEP PROPERTY FREE FROM RUBBISH	\$ 275.00	\$ 81.00	\$ 194.00	\$ 275.00
4031	ZONING SEC 4.1	OPERATE BUSINESS NOT ZONED FOR SAID BUSINESS	275.00	81.00	194.00	275.00
4032	SEC 86-166	SIGNS PROHIBITED ON PUBLIC PROPERTY OR RIGHT OF WAY	275.00	81.00	194.00	275.00
4034	ZONING SEC 10.06	USE OF REQUIRED FRONT YARD	275.00	81.00	194.00	275.00
4034A	ZONING SEC 16.02	ACCESSORY BUILDING AND IMPROVEMENTS	275.00	81.00	194.00	275.00
4035	ZONING SEC 11.1	BUILDING PERMIT REQUIRED - ZONING	275.00	81.00	194.00	275.00
4036	ZONING SEC 10.0232	VIOLATE CODE - CONSTRUCTING A CARPORT	275.00	81.00	194.00	275.00
4037	SEC 86-46	PERMIT REQUIRED - SIGN	275.00	81.00	194.00	275.00
4038	ZONING SEC 8.09	EARTH MOVING & EXCAVATING	275.00	81.00	194.00	275.00
4039	SEC 18-173	PERMIT REQUIRED - PLACEMENT OF RESIDENTIAL STORAGE BUILDING	275.00	81.00	194.00	275.00
4040	SEC 18-342	PERMIT REQUIRED - ELECTRICAL	275.00	81.00	194.00	275.00
4041	SEC 18-401	APPRENTICE ELECTRICIAN CERTIFICATE REQUIRED	275.00	81.00	194.00	275.00
4044	SEC 50-127	POOL ENCLOSURE	275.00	81.00	194.00	275.00
4044A	SEC 50-128	QUALITY POOL WATER - STAGNANT	275.00	81.00	194.00	275.00
4045	SEC 38-66	CONTAMINATED WATER	275.00	81.00	194.00	275.00
4046	SEC 66-79	OFF STREET PARKING	275.00	81.00	194.00	275.00
4047	SEC 18-55	DISPOSAL OF WASTE MATERIAL AT CONSTRUCTION	275.00	81.00	194.00	275.00
4048	SEC 66-56	OPERATE MOTOR VEHICLE IN PARK OR OTHER OWNED CITY PROPERTY	275.00	81.00	194.00	275.00
4049	SEC 38-162	UNLAWFUL DEPOSIT INTO SEWER	275.00	81.00	194.00	275.00
4050	SEC 18-593	REGULATION OF FENCES/ZONED DISTRICT	275.00	81.00	194.00	275.00
4052	SEC 74-1	PARK CURFEW VIOLATION	275.00	81.00	194.00	275.00
4053	SEC 14-155	INOCULATION AGAINST RABIES	275.00	81.00	194.00	275.00
4054	SEC 66-66	SPILLAGE FROM VEHICLES	125.00	81.00	44.00	125.00
4055	SEC 62-142	PROVIDE TOBACCO PRODUCT TO MINOR	350.00	81.00	269.00	350.00
4056	ZONING SEC 8.1731	KEEP MORE THAN 8 RABBITS	175.00	81.00	94.00	175.00
4057	SEC 14-153	ANIMAL LICENSE	150.00	81.00	69.00	150.00
4058	SEC 14-23	LIVESTOCK AT LARGE	150.00	81.00	69.00	150.00
4059	SEC 66-77	NO PARKING PROHIBITED HOURS	30.00	19.00	11.00	30.00
4060	SEC 38-46	MOSQUITO & FLY CONTROL	275.00	81.00	194.00	275.00
4061	SEC 38-161	HIGH GRASS	275.00	81.00	194.00	275.00
4062	SEC 34-96	OPERATING ALARM W/O A VALID PERMIT	100.00	81.00	19.00	100.00
4063	SEC 34-108	EXCESSIVE ALARMS	100.00	81.00	19.00	100.00
4065	ZONING SEC 11.2	OPERATE BUSINESS WITHOUT OCCUPANCY CERTIFICATE	275.00	81.00	194.00	275.00
4066	SEC 94-39	PRIVILEGE OF USE	275.00	81.00	194.00	275.00
4067	SEC 18-299	MASTER ELECTRICIAN LICENSE-REQUIRED	275.00	81.00	194.00	275.00
4069	SEC 90-2	UNAUTHORIZED DEPOSIT/LITTERING	125.00	81.00	69.00	150.00
4070	SEC 86-172	HEIGHT, SIZE, SPACING, NUMBER OF SIGNS	275.00	81.00	194.00	275.00
4071	SEC 66-58	TRUCK IN UNAUTHORIZED LANE PROHIBITED PERIOD	275.00	81.00	194.00	275.00
4072	SEC 58-3	PARKED TRAILER/HOUSE CAR OVER 48 HOURS	30.00	19.00	11.00	30.00
4074	SEC 66-77	PARKING TRUCK TRACTOR/SEMI TRAILER OVER 1 HOURS	30.00	19.00	11.00	30.00
4075	SEC 66-76	PARKING MORE THAN 48 HOURS PROHIBITED	30.00	19.00	11.00	30.00
4077	SEC 74-1	PARK CURFEW VIOLATION	275.00	81.00	194.00	275.00
4078	ZONING SEC 5.20111	PRINCIPLE USE/MAINT RESIDENTIAL USE OF PROPERTY	275.00	81.00	194.00	275.00
4079	SEC 110-155	WRECKER W/O CITY LICENSE	275.00	81.00	194.00	275.00
4080	SEC 6-40	PERMIT REQUIRED; EXCEPTIONS	275.00	81.00	194.00	275.00
4081	ZONING SEC 2.4	NO SPECIFIC USE PERMIT/ZONING VIOLATIONS	275.00	81.00	194.00	275.00
4082	SEC 14-185	FAIL TO SURRENDER ANIMAL FOR QUARANTINE	275.00	81.00	194.00	275.00
4083	ZONING SEC 12.01	BUILDING CODE VIOLATION	275.00	81.00	194.00	275.00
4084	ZONING SEC 10.11	SCREENING FENCES	275.00	81.00	194.00	275.00
4085	ZONING SEC 8.03	OPEN AIR ENTERPRISE WITHOUT A PERMIT	275.00	81.00	194.00	275.00
4086	SEC 18-21	SUBSTANDARD BUILDING	275.00	81.00	194.00	275.00
4088	SEC 66-76	PARKED FIRE LANE/ZONE	50.00	19.00	31.00	50.00
4088A	SEC 66-76	PARKING VIOLATION - 1	30.00	19.00	11.00	30.00
4089	SEC 66-109	MOVING OF VEHICLE OFF OF STREET	30.00	19.00	11.00	30.00
4090	SEC 38-160	UNSANITARY CONDITIONS	275.00	81.00	194.00	275.00
4091	SEC 62-57	LEAVING REFRIGERATOR/CONTAINER ACCESSIBLE TO CHILDREN	275.00	81.00	194.00	275.00
4092	SEC 66-55	OPERATION OF VEHICLE ON FLOODED STREETS	500.00	81.00	419.00	500.00
4093	ZONING SEC 11.2	VIOLATE CERTIFICATE OF OCCUPANCY	275.00	81.00	194.00	275.00
4094	PC 42.13	USE OF LASER POINTER	150.00	81.00	69.00	150.00
4095	HSC 828.010	FAILURE TO PROVIDE CONFIRMATION OF STERILIZATION OF ADOPTED	275.00	81.00	194.00	275.00
4096	SEC 14-27	KEEPING OF FOWL GENERALLY	150.00	81.00	69.00	150.00
4097	SEC 38-69	SEWAGE DISPOSAL FACILITIES - METHOD	275.00	81.00	194.00	275.00
4098	SEC 14-2	DUTIES OF OWNERS/PERSONS IN CONTROL/PROTECTION OF ANIMALS	150.00	81.00	69.00	150.00
4099	SEC 86-55	PROHIBITED SIGNS	150.00	81.00	69.00	150.00
4100	SEC 38-134	DUTY TO REMOVE AND PRUNE	150.00	81.00	69.00	150.00



**DEER PARK MUNICIPAL COURT  
SCHEDULE OF FEES AND FINES  
EFFECTIVE JANUARY 1, 2020**

INCODE	STATUTE	DESCRIPTION	CURRENT TOTAL	REQUIRED FEE	PROPOSED FINE	PROPOSED TOTAL
4101	SEC 38-67	WATER SUPPLY REQUIRED - 1ST OFFENSE	\$ 100.00	\$ 81.00	\$ 19.00	\$ 100.00
4101A	SEC 38-67	WATER SUPPLY REQUIRED - 2ND OFFENSE	300.00	81.00	119.00	200.00
4101B	SEC 38-67	WATER SUPPLY REQUIRED - SUBSEQUENT OFFENSE	550.00	81.00	469.00	550.00
4102	SEC 106.539	STORM WATER PERMIT	575.00	81.00	494.00	575.00
4103	SEC 62-216	SALE OF ILLEGAL SMOKING SUBSTANCE	250.00	81.00	169.00	250.00
4104	SEC 62-215	POSSESSION OF ILLEGAL SMOKING SUBSTANCE	250.00	81.00	169.00	250.00
4104A	SEC 62-217	POSSESSION OF INGESTION DEVICE	250.00	81.00	169.00	250.00
4105	SEC 42-23	STOPPING PARKING VEHICLES USED FOR TRANSPORTING FLAMMABLE	30.00	19.00	11.00	30.00
4106	SEC 38-185	GRAFFITI DECLARED A PUBLIC NUISANCE	150.00	81.00	69.00	150.00
4107	SEC 66-80	PARKING VIOLATION - COMMERCIAL VEHICLE	275.00	81.00	194.00	275.00
4108	SEC 106-31	ILLEGAL TAMPERING	275.00	81.00	194.00	275.00
4109	SEC 106-533	DISCHARGE PROHIBITIONS	575.00	81.00	494.00	575.00
4110	SEC 62-247	SEX OFFENDER RESIDENCY PROHIBITION, EXCEPTIONS AND PENALTY	150.00	81.00	69.00	150.00
4112	SEC 90-5	PLACEMENT FOR CITY COLLECTIONS - 1ST OFFENSE	100.00	81.00	19.00	100.00
4112A	SEC 90-5	PLACEMENT FOR CITY COLLECTIONS - 2ND OFFENSE	250.00	81.00	169.00	250.00
4112B	SEC 90-5	PLACEMENT FOR CITY COLLECTIONS - 3RD OFFENSE	500.00	81.00	419.00	500.00
4113	SEC 42-86	FIRE CODE VIOLATION	150.00	81.00	69.00	150.00
4114	SEC 66-59	USE OF A WIRELESS COMMUNICATION DEVICE ON A PUBLIC ROADWAY	100.00	81.00	19.00	100.00
4115	SEC 58-6	UNLAWFUL USE OF MOBILE HOME	175.00	81.00	94.00	175.00
4115A	SEC 58-4	LOCATION OF MANUFACTURED HOUSING	175.00	81.00	94.00	175.00
4116	SEC 22-22	PEDDLERS, SOLICITORS, ETC. - PROHIBITED ACTS	175.00	81.00	94.00	175.00
4117	ZONING SEC 10.05	ZONING LAND USE COMPLIANCE REQUIRED	275.00	81.00	194.00	275.00
4118	SEC 106-34	UNLAWFUL DEPOSITS INTO SEWER	575.00	81.00	494.00	575.00
4119	SEC 18-507	CROSS-CONNECTION ENFORCEMENT	250.00	81.00	169.00	250.00



## Legislation Details (With Text)

**File #:** DIS 19-130    **Version:** 1    **Name:**  
**Type:** Discussion    **Status:** Agenda Ready  
**File created:** 11/21/2019    **In control:** City Council Workshop  
**On agenda:** 12/3/2019    **Final action:**  
**Title:** Discussion of issues related to the Sports Organization Utilization Agreements.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [SQUA presentation112519](#)  
[DRAFT BASEBALL112619](#)  
[DRAFT SOCCER112619](#)  
[DRAFT SOFTBALL112619](#)

Date	Ver.	Action By	Action	Result
12/3/2019	1	City Council Workshop		

Discussion of issues related to the Sports Organization Utilization Agreements.

Discussion of proposed 2020 Sports Organization Utilization Agreement updates and proposed changes. Parks and Recreations staff will be making a presentations that covers proposed changes. Please see attached.

None at this time.

Discussion only

# Sports Organization Utilization Agreements



PARKS AND RECREATION DEPARTMENT  
CITY OF DEER PARK



# Background overview

- ▶ What is a sport organization utilization agreement?

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

- ▶ Why do we need an agreement?

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

# Background overview

## ► History

### ► Prior to 2009

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

### ► 2011-2013

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

### ► 2013-2016

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

### ► 2016 – 2018

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

### ► 2018 – Present

- Staff has been working closely with the Sport Organizations, Parks and Recreation Commission and City Council to address new challenges that have occurred due to the various improvements to the athletic facilities.



# Background overview

- ▶ The Sports Organization Utilization Agreements have been established and modified over the years utilizing the original agreement in addition to agreements from other Cities to develop an justifiable agreement for all parties involved.
- ▶ Basics of the agreement
  - ▶ Agreement designates usage of tax payer sports facilities outside of general public usage.
  - ▶ Agreement outlines right of general public to use facilities for recreational use.
  - ▶ Agreement designates field usage is primarily for recreational use.
  - ▶ Agreement establishes “first rights of refusal” to contracted organization for field usage.
  - ▶ Agreement recommends guidelines for team creation primarily for the use of Deer Park residents and those attending Deer Park ISD.

# Background overview

- ▶ Basics of the agreement (continued)
  - ▶ Agreement addresses organization boards and required paperwork.
  - ▶ Agreement outlines responsibilities of sports organization and City.
  - ▶ Agreement regulates facility usage in the best interest of the tax payers investment in the facility.
  - ▶ Agreement defines requirements for contract renewal and associated time line for renewal.

# Agreement

## ► Key Elements - Recognition

### ► What does it mean to be a recognized organization?

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

### ► What does it take to be a recognized organization?

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

# Agreement

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

# Process

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



# Staff talking points

Items that staff recommends for consideration.

- ▶ Sport specific agreements
- ▶ Field maintenance turned over to Organizations
  - ▶ Restrooms
  - ▶ Trash
- ▶ Field down time
  - ▶ Rain out policy
  - ▶ Locks
- ▶ Concession stand usage and responsibility
  - ▶ Food trucks
- ▶ Guidelines for 3rd party usage
  - ▶ Tournament request form
  - ▶ Tournament limit
- ▶ No In-Lieu of payment
- ▶ Request for Organization's board meeting minutes
- ▶ Public Usage
- ▶ Fundraising activities

Questions?





# 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. It should be understood that while this agreement permits usage to the Organization, that all fields and facilities are property of the City of Deer Park and should be accessible to all citizens.

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 communityathletes. Any and all fields can be assigned or reassigned to use by any contracted organization based on this agreement 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 ~~each year~~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 (i.e. Tryouts, opening day, etc.).
  - d. Copy of Organization's general liability insurance policy and have the City of Deer Park as an 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 will be prioritized in the following manner:
  - i. Recreational league games
  - ii. City approved ~~League-sponsored~~ tournaments
  - iii. Select league games
  - iv. City approved ~~Select~~ tournaments
  - ~~iv-v. Other priority users include any persons living within the Deer Park Independent School District boundary lines.~~
  - ~~v. Third-party usage~~
  - ~~5. Other priority users include any persons living within the Deer Park Independent School District boundary lines.~~
  - vi. 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.
    - i. Sec. 74-1. It shall be unlawful for any person to enter into or upon any of the parks and recreation facilities designated in subsection (b) of this section between the following hours and days:
      - a. 11:00 p.m. and 5:00 a.m. on Fridays and Saturdays.
      - b. 10:00 p.m. to 5:00 a.m. on Sundays through Thursdays.
      - ~~i-c. Exceptions approved by the city's parks and recreation director may be granted in certain circumstances.~~
2. 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.

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3. 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. Non-recreational teams who are associated with the league through approved written consent from the Organization's board may utilize facilities at the discretion of the Organization.

~~6. If the Organization has identified non-recreational teams to utilize facilities, than the Organization's In Lieu of payment will cover those associated cost with the non-recreational team usage.~~

3.5. Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.

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

ii. ~~Only~~All camps or clinics must be authorized by the City, ~~with all proceeds benefiting the Organization or the City are permitted.~~

a. ~~The~~The City has first right of refusal.

b. The Department must approve these activities a minimum of thirty (30) days in advance of the event.

c. All proceeds from camps or clinics must benefit the Organization or the City.

4.6. ~~Per City policy,~~ 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.~~

5. ~~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.~~

6. ~~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.~~

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

7. No construction or alterations may be done on City property/facility without the written 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.
8. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
9. 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~~Department reserves the right to regulate field usage at any time.
  - ii. Anyone wishing to utilize the fields outside the organization must go through the DepartmentCity in order to rent the facilities.
10. All Board of Directors members and managers are ~~required~~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.~~
11. 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.
12. All training documents, background checks, and records are subject to audit per request of the City.
- ~~14-13.~~ All fundraising activities that would utilize the Parks and Recreation Department facilities must be approved via the City of Deer Park's fundraising policy. Please see "Exhibit D".

#### B. 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 ~~administer~~ ensure the Sports Organization Utilization Agreement with 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 reserves the right to close any field for routine maintenance for up to seven consecutive calendar days. The City and will provide the Organization with a minimum of two (2) weeks written notice.
- 7-i. In the event of an emergency maintenance, the City may close the fields with less than two (2) weeks written notice to the Organization.
- 4-6. 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.

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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.
- 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 City Organization will request the Organization to~~ appoint three officials ~~at the beginning of each calendar year~~ to have access to the automatic light schedule ~~at the time of Agreement renewal~~. The Organization is responsible for notifying the City of permission changes throughout the year.

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

~~5.7. 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 are will be performed by the Department upon request, and with funds provided by the Organization.~~

~~6.8. Furnish trash receptacles and trash liners.~~

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

~~7.9. Clean and stock restrooms.~~

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

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- ii. Saturdays and Sundays when deemed necessary by the Department.
- iii. Once weekly during off-season.
- ~~8-10.~~ Maintain all parking areas.
- ~~9-11.~~ Provide utility services for facilities including electrical, water and sewer where required.
- ~~10-12.~~ The City will supply support poles and an electrical source for scoreboards upon request.
  - i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.
- ~~11-13.~~ The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- ~~12-14.~~ The Department will abide by and establish a line of communication between the Organization's President, ~~or designated representative~~, and a City appointed liaison.
- ~~13-15.~~ The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- ~~14-16.~~ 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.
- ~~15-17.~~ The City will include promotional opportunities through the Fall, ~~Winter/Winter~~, Spring, and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.
- ~~16-18.~~ The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

**C. Obligation of ~~Youth Sports~~the 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.
- ~~4-2.~~ Must provide access for public usage one field at minimum per night.
- ~~2-3.~~ 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. City approved league tournaments
  - iii. Select league games
  - iv. City approved select tournaments
  - ~~i. Recreational league games~~
  - ~~ii. League sponsored tournaments~~
  - ~~iii. Select league games~~
  - ~~iv. Select tournaments~~
  - ~~v. Third party usage~~
- ~~3-4.~~ The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> 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.
- ~~4-5.~~ To seek approval from the Department for any capital improvement projects for athletic facilities.
- ~~5-6.~~ To seek approval from the Department for advertising permitted at athletic facilities.

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7. 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 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>).

8. The Organization agrees NOT to expand schedules, length of league play, number of tournaments, nor add seasons without prior written approval from the Department.

~~6-9.~~ Usage of facilities from November 1 through January 31 for Organization usage is not permitted. Usage without prior written consent from the Department may result in a breach of contract.

~~7-10.~~ 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 an additional insured on such policy and shall be entitled to thirty (30) days 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.

~~8-11.~~ 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.

~~9-12.~~ 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.

~~1-13.~~ The Organization will provide the Department with meeting minutes of all board of meetings no less than one (1) week after the meeting has been conducted. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

14. 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.

i. All Organization participants are held responsible to uphold the City social media policy.

~~10-a.~~ "All information published on social media sites must comply with City of Deer Park's privacy and/or data policies. This includes comments, pictures, video, audio, or any other multimedia posted on social networking sites, blogs, and forums." (Social Media Policy Updated 8/29/19)

~~11-15.~~ It shall be the Organization's responsibility to ensure that no alcoholic beverages beare 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.

~~12-16.~~ The use of tobacco products such as cigars, cigarettes, smokeless tobacco, and pipes and, vaping devices are prohibited in all indoor City parks and municipal property venues including,

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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.

~~13.17.~~ During the term of this ~~agreement~~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.

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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. See "Exhibit E".

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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.

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b. It shall be the responsibility of the Organization to provide an annual report~~copies of appropriate paperwork~~ to the Department as proof of meeting Harris County Health Department code requirements.

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iii. The Organization may sublet its concessions based on the following conditions:

a. Receive written permission to sublet concessions from the Department.

~~Concession contractor will be required to acquire a vendor permit from the Department.~~

~~a. Note: City can administer the concession, league can pay for the temporary health permit for \$80 for 14 days. No additional certs are needed. The concessions cannot be any higher of a classification than a level 2 because there are no grease traps or vent hoods for anything more than hotdogs, chili, cheese, etc. No frying. Still would require the Food Handlers Cert for anyone handling the food and the Food Manager's cert on site for the person who is in charge of the facility health code upkeep.~~

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~~14.18.~~ 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.

~~15.19.~~ 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.

~~20.~~ At ~~anytime~~any time a mechanical batting machine or batting cage is being used, for instruction or practice, a ~~n 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.~~

i. The Organization maintains first right of refusal on the usage of batting cages at their contracted facilities.

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8-ii. The Organization is responsible for securing batting cages and maintenance of batting cage nets.

~~16.21.~~ The Organization shall report any facility ~~damage, dangerous dangerous conditions or s 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.

22. The Organization ~~has the right to sell and install~~ is permitted to utilize non-permanent signs along the fences and scoreboards of certain designated fields located on the facility.

i. The Department, before installation, shall approve signs including installation materials and methods.

ii. All revenues generated from such ~~ch, h use~~ shall be for the sole and exclusive use of the Organization.

~~17. The Department, before installation, shall approve signs including installation materials and methods.~~

~~18.23.~~ 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~~ Be 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. At the beginning of each contract period, the City will \$supply all locks necessary. All damaged or lost locks will be replaced by the City at the expense of the Organization. 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.

~~e-d.~~ The City reserves the right to remove any lock as deemed necessary by the Department and at the Organization's expense.

- 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.

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~~vi.~~ Do all watering/irrigate of fields as needed such as watering the dirt to cut down on the dust and allowed by the Department before practices and league games. When the fields are open, watering is not permitted to keep others off the playing field.

~~vi.~~ vii. Supply all scoreboards and maintain all boards including bulb replacement within a reasonable amount of time. (approx. 3 weeks unless approved otherwise.)

viii. ~~Keep buildings and rooms clean and free of litter.~~ Storerooms ~~must~~ shall be maintained in an orderly and safe condition at all times in order to meet the fire code requirements.

a. Restrooms are not to be used as storerooms for any equipment or supplies.

i.a. ~~Should items other than that which is restroom specific be found in the restroom, it will be disposed of.~~

ii.b. ~~Maintain the premises in a safe and aesthetic manner, i.e. K~~ keep all drags and other equipment stored and inaccessible to children.

~~19.~~ 24. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.

~~20.~~ 25. 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 behavior including supervision of parking lots.

~~9-i.~~ The league Organization shall have an official must inspect every field (playing surfaces) prior to the first game each day/night of league play or practices 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.

~~21.~~ 26. 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~~ The president shall be ~~the assigned acting 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 readily 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 all.~~

~~27.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.

~~10.~~

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.~~

a. ~~No person shall drive or park any vehicles on any unpaved areas in any city park within the city limits except where directed by a city authorized and posted sign, police officer or city parks and recreation staff.~~

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~~11-b.~~ Any person who violates this section shall be guilty of a Class C misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$1.00 nor more than \$500.00. (Code 1991, § 15-90; Code 2003, § 66-95)

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~~22-28.~~ The Organization will abide by and establish a line of communication between the Organization's President and the ~~or~~ designated representative, and a City appointed liaison department representative.

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

~~23-29.~~ ~~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 social media Facebook pages.~~ The Organization is responsible to provide information to the Department by the required deadline in order for information to be included in media outlets such as the seasonal brochures, marquees, and website. Information must be authorization by the Department Director.

~~30.~~ The Organization is ~~permitted~~ ~~authorized~~ to use a City facility ~~at no cost location~~, dependent on availability, and approval ~~by the Director for board or league events such as uniform fittings, registration, board meetings, enrollments, etc.~~

~~12-i.~~ No practices will be approved ~~from the Parks and Recreation Department.~~

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~~24-31.~~ The Organization should utilize the following recommendations in the event of severe weather:

i. Postpone or suspend activity if ~~severe weather~~ ~~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-iv.~~ 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.

#### D. Tournaments

1. The Department will be notified of all tournaments via the tournament application by the Organization ~~none~~ later than thirty-two (302) days ~~weeks~~ prior to tournament taking place. Notification of tournament is to include dates, ~~who is hosting the tournament,~~ and contact information for tournament host, ~~and whom any and all net proceeds benefit.~~

i. The tournament application must be approved by the Department.

~~13-ii.~~ All applicable fees must be paid at the time of reservation.

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2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning ~~March~~ March 1 – October ~~31~~ 31 of each year and must be held between the established park ordinance hours.

~~1.~~

2. 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 point, field maintenance, litter control and crowd control during the duration of the tournament.

3. Concession operations will remain with the Organization or as authorized through this agreement. All concessions must operate with valid Harris County Health Department Permits required.

4. Food Truck Requirements must be met according to the following:

- i. Must obtain a 90-day permit from the city secretary's office. Requirements for city permit:
- ii. Proof of valid insurance policy;
- iii. Valid vehicle registration sticker;
- iv. Copy of sales tax permit and requirement that city shall be reported for all sales within the city;
- v. Menu of food items sold;
- vi. Copy of a federal or state government issued identification document or card for all persons working in mobile food service unit for registered sexual offenders check; and
- vii. Application must be completed at least ten days before start of operation in city.
- viii. Must have a health permit from the Harris County Public Health Department for food establishment.
- ix. Must have written permission of property owner to locate on private property (city parks or city property require written permission from the city).
- x. Must have access to flushable toilet within a facility with an occupancy permit on the same property as where the mobile food service unit is located.
- xi. Must be parked on a paved surface with adequate parking for patrons.
- xii. Cannot serve products from the roads, streets or rights-of-way.
- xiii. Cannot operate for more than 12 consecutive hours.
- xiv. Cannot park at any one location for more than 48 hours without occupancy permit from the city.
- xv. Cannot operate in a residential zoned area unless in a public park with the city's written permission.
- xvi. Cannot dispose of grease or grey-water on site.
- xvii. Must always have approved fire extinguisher and first aid kit in mobile food service unit

~~14.~~ Shall not provide a drive through service of any kind. (Ord. No. 4070, § 1—3, 4-16-2019)

~~3.5.~~ All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

#### E. Third party usage (see application)

~~D.1.~~ All third party games or tournaments must go through the Department.

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4. ~~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.~~
- 5.2 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.
6. ~~The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.~~
7. ~~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.~~
- 8.3 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.
- 9.4 Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
- 10.5 All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
- 11.5 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.
7. The Department will receive notification of third party usage of facilities no later than two (2) weeks prior to utilization for tournaments, ~~and games.~~
12. Practices are subject to availability and approval ~~of~~ by the Department until 24 hours in advance 12:00 pm ~~of~~ day of rental.
- 13.8 Payments: The City will receive from the third party renter payment prior to usage.

#### **E.F. Rain-out Policy**

1. Organization must abide by the City adopted Rainout Policy dated August 1, 2016 (Exhibit BA).

#### **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.

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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.

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#### 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.**

— **Proposed annual calendar of events.**

4.

5. **Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities.**

6. **User Participation Report (Exhibit B)**

4. ~~s in lieu of payment for current agreement.~~

5. ~~If requesting, written contribution request in lieu of payment.~~

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

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#### Facility Usage

1. Minchen Athletic Complex

a. Five (5) fields

b. Concession/Restroom building

c. Maintenance/Storage buildings

d. Batting cages

2. Spencerview Athletic Complex

a. Six (6) fields

b. The Concession /Restroom/Meeting room building

c. Maintenance/Storage buildings

- d. Batting cages
- 3. Dow Park Athletic Complex
  - a. Three baseball fields
  - b. One storage building
  - c. Batting cages

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

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

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

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

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

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

Signed in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Authorized organization:

Parks and Recreation Department Director

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Park Board Chairman:

City of Deer Park Mayor

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## **EXHIBIT B**

### **Glossary of Terms**

- 1. Recognized Organization** – A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
  - a. Established structure
  - b. Recommendation from Parks and Recreation Commission
  - c. Approval from City Council
- 2. 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.

# DRAFT

**EXHIBIT BA**  
**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](http://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**

- 1. Recognized Organization**—A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter local agreement. A recognized organization must have:
- a. Established structure
  - b. Recommendation from Parks and Recreation Commission
  - c. Approval from City Council
- 2.1 Sports Organization Utilization Agreement**—An agreement to establish a mutual understanding and working relationship between various organizations and the City.
- 3.1 Recreation (all) 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 of rostering players is used to establish a fair or balanced distribution of playing talent among all teams participating.
- 4.1 Non-Recreation (all) Play**—Teams and Tournaments that do not meet the established criteria of “Glossary of Terms, Item 3” are to be considered non-recreation (all).
- 5.1 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.
- 6.1 Third Party Usage**—A person or group besides the two primarily involved in the Sports Organization Utilization Agreement.

~~**7.1. 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.~~

~~**8.1. Capital Improvement Project** – A Capital Project is a project that helps maintain or improve a City asset, often called infrastructure.~~

DRAFT

## EXHIBIT C



# DRAFT

City of Deer Park Parks and Recreation Department  
610 E. San Augustine, Deer Park, TX 77536

### Tournament/Field Usage Application

Tournament/Field Site: Dow Park ☐ Minchen ☐ Spencerview ☐ Durant ☐  
Girls Softball Complex ☐ Adult Softball Complex ☐ Soccer Complex ☐

Sanctioning Organization: \_\_\_\_\_ Format (circle one): DE MDE RR Other

Name of Tournament: \_\_\_\_\_ Date (s) of Tournament: \_\_\_\_\_

Entry Fee: \_\_\_\_\_ Age Divisions: \_\_\_\_\_ Estimated # of teams: \_\_\_\_\_

Type of Tournament: Invitational ☐ State ☐ Regional ☐ National ☐ Qualifier ☐ Other ☐

Each Tournament Application must be accompanied by the all associated rental fees and a \$250 damage deposit (per complex). The deposit will be forfeited if the grounds and facilities are not left in the condition in which you found them.

CLASSIFICATION: Men ☐ Women ☐ Co-Ed ☐ Youth ☐

Slow-pitch ☐ Fast pitch ☐ Baseball ☐ Other Sport/Event: ☐

Tournament/Game Director: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

*I submit this application to the City of Deer Park for the use of the sport complex described above and certify the information is correct. I agree to exercise care and safety in the use of the facility and property and to hold harmless the City of Deer Park from all liability and medical expenses resulting from the use of the facility and/or property. I agree to adhere to the Deer Park policies for the complex I have rented. I further agree to pay in advance any fees associated with the request. Cancellations are to be received in writing a minimum of 48 hours in advance. I understand that alcohol is not permitted in any City building or in any City park including the complexes. If any evidence of alcohol is found, the damage deposit will be 100% forfeited.*

Signature of responsible party: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_



Name of Organization: \_\_\_\_\_

Name of Tournament Director: \_\_\_\_\_

at \_\_\_\_\_ (locations),

on \_\_\_\_\_ (dates).

**Organization Responsible Party** \_\_\_\_\_ agree to protect, defend, indemnify, and hold harmless the City of Deer Park, its officials, officers, employees, and volunteers free and harmless from and against any and all losses claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amount of judgement, penalties, interest, court costs and legal fees incurred by the City of Deer Park arising in favor of any party, including claims, liens, debts, personal injuries, death (including employees of the City of Deer Park), or damages to (property including property of the City of Deer Park) and without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising directly or indirectly out of the said agreement.

**Organization and Responsible Party** \_\_\_\_\_ agree to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto; even if the claims, demand or suit is groundless, false, or fraudulent. In any case, in which such indemnification shall not be construed to indemnify the City of damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

I further state, I am 18 years of age or older, legally competent, and authorized to sign this agreement on behalf of (Organization). I understand these terms are contractual and not a mere recital that I have signed this document as my own free act.

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date:



## EXHIBIT D



### **CITY OF DEER PARK**

### **POLICY FOR FUND-RAISING ACTIVITIES IN CITY PARKS AND RECREATION FACILITIES**

The City of Deer Park encourages all citizens, including employees of the City, to support charitable activities that benefit the community.

- City facilities shall include all property owned by the City of Deer Park, including buildings, parking lots, green spaces and parks.
- Fund-raising activities must be beneficial to Deer Park community organizations, citizens, and the community in general.
- All fund-raising activities shall be sponsored by non-profit Deer Park groups or organizations unless written permission is issued by the City otherwise.
- City facilities shall not be used for commercial enterprises or for personal gain, unless either
  1. there will be some direct benefit to the nonprofit organization sponsoring the fund raising activity, or
  2. the commercial enterprise is subject to an agreement with the City which is similar to other City agreements and notes that dates reserved by youth athletic organizations and local service groups for fund raisers will be excluded.
- Use of City facilities for fund-raising activities shall be approved, in advance, by the City of Deer Park.
- The sponsoring organization must submit a completed application in writing (see attached) for use of the facility to the Parks and Recreation Department who will review the fund-raising activities. In addition, the request shall also be submitted by the sponsoring organization to the Fire Department and the Police Department. The Fire and Police Departments must approve the proposal for compliance and applicable codes and ordinances regarding public assemblies, fire codes, and traffic laws. The Parks and Recreation Department shall then have the proposal submitted to the City Manager's office for approval. All City staff recommendations shall also be forwarded to the City Manager.
  1. At the discretion of the City of Deer Park staff, any fund-raising activity application may be subject to recommendation by Parks and Recreation Commission and or approval by the Deer Park City Council.
- If the sponsoring organization is dissatisfied with the decision made by the City Manager, they have the right to appeal the decision to the City Council.

## **EXHIBIT D**

- Permit application process is as follows:
  1. Applicant submits completed application 60 days prior to event(s) to Parks and Recreation Department.
  2. Application reviewed internally by Parks and Recreation Department staff.
  3. Application reviewed internally by City Manager's office.
  4. If applicable, application reviewed by Police and Fire Departments.
  5. If applicable, application reviewed by Parks and Recreation Commission for consideration and recommendation.
  6. If applicable, application is taken for City Council for consideration and approval.
  7. Once approved, the applicant will be notified of the applications approval.

## EXHIBIT D

### Fundraising in City Parks and Recreation Facilities

#### Permit Application

**Application Instructions:** This application must be submitted a minimum of **60** days in advance of the fundraising activity. All items must be completed. Please send the completed to [recreation@deerparktx.org](mailto:recreation@deerparktx.org) or turn application into the Parks and Recreation Administrative Office located at 610 E. San Augustine, Deer Park, TX 77536 between the hours of 7 am – 6 pm, Monday through Friday.

**Date Submitted** \_\_\_\_\_

**Organization/Sponsoring Group Name and Address**

\_\_\_\_\_  
\_\_\_\_\_

**Contact Person** \_\_\_\_\_ **Email** \_\_\_\_\_

**Phone (Home)** \_\_\_\_\_ **(Cell)** \_\_\_\_\_

**City Facility**

**Requested** \_\_\_\_\_

**Specific**

**Location** \_\_\_\_\_

**Nature and brief description of fundraising activity**

\_\_\_\_\_  
\_\_\_\_\_

**Proposed Date (s)** \_\_\_\_\_ **Hours of operation** \_\_\_\_\_

**Estimated number of Attendees** \_\_\_\_\_

**Purpose of Fundraising**

**Activity** \_\_\_\_\_

**Is this event open to the public?** Yes or No

**Are there other beneficiaries of this event?** Yes or No

**If yes, name of other organization(s) or**

**person:** \_\_\_\_\_

## EXHIBIT D

I, \_\_\_\_\_, as the host individual or organization representative, understand and agree to all terms set forth in this application. The information that I have provided is truthful and accurate. I hereby agree that if any claim, action or proceeding shall hereafter be brought seeking to hold the City of Deer Park liable on account of any debt, liability, or obligation, I will defend the City of Deer Park at my (our) sole expense against any claim or demand, or threats thereof, whether or not well founded, and hold the City harmless there from, together with reasonable attorney's fees and costs in connection with any defense there against. Furthermore, I (WE) shall indemnify and hold the City harmless from any such debt, liability or obligation. I agree to accept all responsibility related to this organization, any and all functions of this organization, and the participants visiting my establishment.

Applicant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

<b>For office use only:</b>	
Parks and Recreation Department Signature	
City Manager's office Signature	
<b>If applicable:</b>	
Police Department Signature	
Fire Department Signature	
<i>Parks and Recreation Commission Recommendation</i>	
<i>Deer Park City Council Approval or Denied</i>	
<b>Additional notes:</b>	
Approved _____ Denied _____ Reason if denied _____	
Date Approved or Denied: _____	

## EXHIBIT E

Umair A. Shah, M.D., M.P.H.  
Executive Director  
2223 West Loop South  
Houston, Texas 77027  
Tel: (713) 439-6000  
Fax: (713) 439-6080



Harris County  
**Public Health**  
Building a Healthy Community

Michael Schaffer, M.B.A.  
Division Director  
Environmental Public Health  
101 South Richey, Suite G  
Pasadena, TX 77506  
Tel: (713) 274-6300  
Fax: (713) 274-6375

### NON-PROFIT ORGANIZATION PERMITS

A food establishment is any business that prepares, processes, stores, serves or sells food and/ or drink directly to a customer, regardless of whether there is a charge for the food. In Texas, all food establishments must hold a current and valid permit issued by the local regulatory authority. If your business maintains a 501(c)(3) status as a non-profit organization from the United States Internal Revenue Service (IRS), the Harris County Public Health (HCPH), Environmental Public Health Division (EPH), may not charge a permit fee for the food establishment permit.

**\*NOTE:** The qualification for a no-charge permit does not exempt an establishment from maintaining a current and valid permit, and following all applicable rules and regulations.

In Harris County, all food establishments are required to operate under the guidelines set forth by the Texas Food Establishment Rules and the Rules for the Regulation of Food Establishments in Harris County, Texas, to help prevent foodborne illness and assist businesses in providing safe food to their customers.

To see if your business qualifies for a non-profit permit fee, submit proof of 501(c)(3) status when:

- Submitting the application for a fixed location food establishment, mobile unit, farmers' market, or food sample permit.
- Submitting a temporary event vendor application for a registered temporary event
- Registering a temporary event as the event coordinator

**\*NOTE:** At a non-profit temporary event, each temporary event booth vendor must be a non-profit or donate all proceeds to the non-profit hosting the event to qualify as a non-profit permit holder.

*HCPH is the local public health agency for the Harris County, Texas jurisdiction. It provides a wide variety of public health activities and services aimed at improving the health and well-being of the Harris County community.*

Follow HCPH on Twitter [@hcphtx](#) and like us on [Facebook](#)



**Umair A. Shah, M.D., M.P.H.**  
Executive Director  
2223 West Loop South  
Houston, Texas 77027  
Tel: (713) 439-6000  
Fax: (713) 439-6080



**Michael Schaffer, M.B.A.**  
Division Director  
Environmental Public Health  
101 South Richey, Suite G  
Pasadena, TX 77506  
Tel: (713) 274-6300  
Fax: (713) 274-6375

## **Food Establishment Permits**

### **Why is it necessary to permit and inspect retail food operations?**

The Centers for Disease Control estimates that approximately 76 million cases of foodborne illness occur each year, resulting in 5 thousand deaths. This alone, as well as the billions of dollars these illnesses cost the consumers and the industry each year, makes continuous improvement in the areas of food safety and sanitation a goal shared jointly by both the food industries and those with responsibility for regulatory oversight. These senseless deaths caused from mishandling foods can be reduced by providing regulatory oversight of retail food operations. The Texas Food Establishment Rules are the rules in place for regulatory programs in Texas to structure oversight activities to prevent foodborne illness.

### **What type of businesses need a food establishment permit?**

A food establishment permit is required for the handling, preparation, service or sale of any open food or beverage. Food establishment permits are also required for the sale of any prepackaged foods that require temperature control, with the single exception of packaged frozen desserts. A permit is not required for the sale of shelf-stable food, whole, uncut produce, or prepackaged items that do not require temperature control. Non-profit businesses are required to obtain a food establishment permit and must comply with all rules and regulations, but may be exempt from some fees. Examples of food establishments include: restaurants, retail grocery stores, convenience stores, caterers, hospitals, schools, day cares, bars, mobile food units, concession stands, and temporary events.

### **How can I obtain a permit?**

An Application for Food Establishment Permit can be obtained from Harris County Public Health, Environmental Public Health Division, [www.hcphtx.org](http://www.hcphtx.org), or call (713) 274-6300. The applications can be downloaded from the [Food Establishments](#) page.

### **What are the Texas Food Establishment Rules (TFER)?**

The TFER is a comprehensive set of rules for the regulation of retail food establishments. These rules are based on the 2013 FDA Model Food Code. In these rules, food establishments include: restaurants, grocery stores, mobile food vendors, temporary food establishments, roadside food vendors and others. A copy of the TFER can be downloaded from the [Food Establishments Laws & Rules page](#).

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## SHARED KITCHENS

A **shared kitchen** is a single facility that is used by more than one permitted food establishment. The following requirements are for shared kitchen food establishments who operate in the jurisdiction of Harris County Public Health (HCPH). Permits are issued and inspections conducted by the Environmental Public Health Division (EPH) of HCPH.

- Each food establishment business operating in a shared kitchen must meet all applicable requirements of the Texas Food Establishment Rules, the Texas Health & Safety Code, and the Rules for the Regulation of Food Establishments in Harris County, Texas.
- Facilities that do not have a current and valid food establishment permit from HCPH will be required to complete the pre-opening process.
- Each food establishment must post a valid and current Harris County Food Establishment Permit at the facility.
- Each food establishment must have at least one Certified Food Manager on duty during operation according to Harris County regulations.
- The food establishment owner must notify EPH within 10 business days of any change in the hours and days of operations from the information that was submitted on the permit application.
- All food must be obtained from an approved source and prepared at the permitted food establishment. All items and utensils must be stored at the food establishment.
- Storage areas (refrigeration units, storage shelves) must be adequate for all of the food items to be stored properly. These areas must be divided and clearly marked with each food establishment's name.
- It is the responsibility of each food establishment to ensure that the kitchen is clean and sanitized prior to use.
- The responsibility of the sanitation and maintenance of the facility and shared equipment will be placed upon the person in charge of the food establishment at the time of the HCPH inspection.
- All food establishments operating within the facility will be required to cease operations in the event of an imminent health hazard.

**Please contact Plan Review at [planreview@phs.hctx.net](mailto:planreview@phs.hctx.net) for more information.**

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## TEMPORARY FOOD ESTABLISHMENT PERMITS

### ***What is a temporary food establishment?***

A temporary food establishment is a food booth at a temporary event that operates for no more than 14 consecutive days in conjunction with a single event or celebration. A temporary food establishment includes any booth at a temporary event that stores, prepares, packages, serves, or vends unpackaged food and/or drink including ice.

### ***What is the purpose of permitting and inspecting temporary food establishments?***

The primary goal of Harris County Public Health (HCPH) is to protect the public's health. To accomplish this, the Environmental Public Health (EPH) Division inspects and permits all temporary food service establishments to ensure the minimum requirements of the Texas Food Establishment Rules of the Texas Administrative Code 25 §228 are met.

### ***Will my temporary food booth be inspected?***

Yes. Both non-profit and profit temporary food establishments will be inspected by an EPH Investigator at least once during the event. Feel free to ask the investigator questions. The investigator is there to assist you in providing safe food to your customers and will check your food booth to ensure minimum requirements are met. Violations will require immediate correction or you will be directed to cease operations. Refer to the handout, **TEMPORARY FOOD ESTABLISHMENT OPERATIONAL REQUIREMENTS** for a list of the minimum requirements.

### ***Must temporary food establishments purchase a permit to operate?***

Yes. Temporary food establishments that are located in areas under HCPH's jurisdiction must obtain a temporary permit from EPH to operate.

- All booth operators that handle unpackaged food, drinks, and/or ice must have a permit.
- A separate temporary permit is required for every food booth at any given event and is only valid for one booth. If a food booth operator is operating more than one food booth, a permit must be purchased for each food booth.
- Operation of a food booth without a temporary permit could result in a citation issued to the person in charge of the food booth.

### ***Are there exemptions to the temporary food establishment permit?***

- Booths that sell only pre-packaged, single serving size, non-time/temperature control for safety food (candy, chips, frozen novelties) or unopened canned or bottle drinks are not required to obtain a temporary permit.
- Non-profit temporary food establishments that provide proof of their non-profit status (Tax Form 501C3) are required to obtain a temporary permit but are exempt from the permit fee. A non-profit temporary food establishment must be operated directly by members or volunteers of the charity organization and **all** proceeds go to the charity. A food booth which donates a portion of its proceeds to a charity, is **not** considered a non-profit temporary establishment.

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### ***How much does a temporary permit cost?***

The cost of a temporary permit is \$80.00, for timely purchase **at least two full business days prior to the beginning of the event**. Failure to purchase a temporary permit within this timeframe will result in a late temporary permit fee of \$160.00. Temporary permits are non-transferable and non-refundable.

### ***How do I obtain a temporary permit?***

The event coordinator must register the temporary event with HCPH online at <http://hcphtx.org/foodpermits> before booth operators can purchase a temporary permit for that event at EPH.

#### **To purchase a temporary food establishment permit:**

- **IN PERSON** – The temporary food establishment application can be filled out at the kiosk in our office. Payments can be made by cash, cashier's check, money order, or credit card.  
Harris County Public Health  
Environmental Public Health Division  
101 South Richey, Suite G  
Pasadena, Texas 77506  
Monday - Friday, 8:00 a.m. – 3:30 p.m.
- **ONLINE (at least 14 days before the start of the event)** – <http://hcphtx.org/foodpermits>. Fill out the temporary food establishment operational statement. Email notification of booth approval will contain an online payment link. Online payments will only be accepted at least 14 days before the start of the event or you may make payment in the EPH office by cash, cashier's check, money order, or credit card. Please note, in-office payments not received at least two full business days prior to the beginning of the event will be subject to the late temporary permit fee regardless of when the booth was approved.
- **ONSITE AT THE EVENT** – Late temporary permits can be purchased at the event for \$160.00 by credit card, money order, or cashier's check **if** the booth meets the minimum requirements. Food booths operating without a valid and current permit will be asked to close if the operation does not meet minimum requirements **and** payment for the permit is not available at the time of the EPH inspection. **Investigators will not collect cash at the temporary event.**

**NOTE:** The Fire Marshall's Office permits and inspects temporary events in unincorporated Harris County. Please call 713-274-1730 or 281-436-8030 or visit: <http://www.eng.hctx.net/permits/Fire/Fire-Code/Temporary-Food-Vendors-Festivals-Theatrical-Performances> for application and requirements.

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## TEMPORARY FOOD ESTABLISHMENT OPERATIONAL REQUIREMENTS

The primary goal of Harris County Public Health (HCPH) is to protect the public's health. To accomplish this, the Environmental Public Health (EPH) Division inspects and permits all temporary food service establishments to ensure the minimum requirements of the Texas Food Establishment Rules (TFER) of Texas Administrative Code 25 §228 are met. The TFER defines a temporary food establishment as a food booth at a temporary event that operates for no more than 14 consecutive days in conjunction with a single event or celebration. A temporary food establishment includes any booth at a temporary event that stores, prepares, packages, serves, or vends unpackaged food and/or drink including ice.

**IF ANY OF THE FOLLOWING REQUIREMENTS ARE NOT MET AND CANNOT BE CORRECTED IMMEDIATELY, THE TEMPORARY FOOD ESTABLISHMENT MUST CEASE OPERATIONS.**

### Food Supply

- Food must be in sound condition, free of contamination and shall be safe for human consumption.
- Food must be prepared on-site or from an approved and permitted commercial source and not be prepared in a private home.
- Food, including ice, must be stored in clean, sanitized, covered containers and protected from contamination. Loosely packaged foods may not directly contact ice if water can penetrate the package.
- Time/temperature control for safety foods must be maintained at 41°F or below or at 135°F or above and cooked to the proper temperature. The booth must have sufficient equipment to maintain food temperatures.

### Equipment

- A metal stem thermometer must be provided to check food temperatures.
- Food preparation utensils must be durable.
- All items provided for customer use must be single-service items.
- All food contact equipment and utensils, including single-service items, must be protected from contamination.
- The booth must have a warewashing set-up with 3 containers large enough to immerse the largest piece of equipment, sanitizer available on-site, and a means to heat water to wash, rinse, and sanitize food contact equipment and utensils.
- The booth must have a handwash set-up with warm water in a spigot container, soap, paper towels, and catch pan. Booths selling only commercially pre-packaged foods in their original containers are exempt from a handwash set-up.

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## Employees

- Disposable gloves and hair restraints must be provided for all booth staff.
- An Employee Health Condition Reporting Sign or an agreement signed by each employee that details the employee health reporting policy must be at the booth. This sign is available at EPH or [www.hcph.tx.org](http://www.hcph.tx.org).
- The booth must have at least one person on-site who has a minimum of a state accredited **Food Handler Certification**. Information on the HCPH Food Handler Certification is available at [www.hcph.tx.org](http://www.hcph.tx.org) or on the Texas Department of State Health Services website. This includes non-profit event volunteers.
- No one shall eat, drink, or smoke while preparing food.

## Facility

- Water must come from an approved source for food preparation, handwashing, warewashing, and sanitizing.
- Waste disposal facilities or containers must be provided to retain all liquid and solid waste and wastewater.
- Toilets must be available.
- The booth must have walls and ceilings to protect from weather, windblown dust, birds, and debris. All food preparation and contact surfaces must be protected from contamination by the public and pests.
- The booth floor must be free of water accumulation on a non-absorbent, hard surface (concrete or asphalt) unless covered by mats, removable platforms, or duckboards to control dust and mud.
- The temporary permit must be onsite and posted in public view.

**NOTE:** The Fire Marshal's Office permits and inspects temporary events in unincorporated Harris County. Please call 713-274-1730 or 281-436-8030 or visit: <http://www.eng.hctx.net/permits/Fire/Fire-Code/Temporary-Food-Vendors-Festivals-Theatrical-Performances> for application and requirements.

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# City of Deer Park

## Parks and Recreation Department

### Sport Organization Utilization Agreement

#### SoccerBaseball

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. It should be understood that while this agreement permits usage to the Organization, that all fields and facilities are property of the City of Deer Park and should be accessible to all citizens.

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 communityathletes. Any and all fields can be assigned or reassigned to use by any contracted organization based on this agreement 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 ~~each year~~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 (i.e. Tryouts, opening day, etc.).
  - d. Copy of Organization's general liability insurance policy and have the City of Deer Park as an 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 will be prioritized in the following manner:
  - i. Recreational league games
  - ii. City approved ~~League-sponsored~~ tournaments
  - iii. Select league games
  - iv. City approved ~~Select~~ tournaments
  - ~~iv-v. Other priority users include any persons living within the Deer Park Independent School District boundary lines.~~
  - ~~v. Third-party usage~~
  - ~~5. Other priority users include any persons living within the Deer Park Independent School District boundary lines.~~
  - vi. 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.
    - i. Sec. 74-1. It shall be unlawful for any person to enter into or upon any of the parks and recreation facilities designated in subsection (b) of this section between the following hours and days:
      - a. 11:00 p.m. and 5:00 a.m. on Fridays and Saturdays.
      - b. 10:00 p.m. to 5:00 a.m. on Sundays through Thursdays.
      - ~~i-c. Exceptions approved by the city's parks and recreation director may be granted in certain circumstances.~~
2. 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.

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3. 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. Non-recreational teams who are associated with the league through approved written consent from the Organization's board may utilize facilities at the discretion of the Organization.

6. ~~If the Organization has identified non-recreational teams to utilize facilities, then the Organization's In-Lieu of payment will cover those associated cost with the non recreational team usage.~~

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3.5 Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.

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

ii. ~~Only~~All camps or clinics must be authorized by the City, ~~with all proceeds benefiting the Organization or the City are permitted.~~

a. ~~The~~The City has first right of refusal.

b. ~~The Department must approve these activities a minimum of thirty (30) days in advance of the event.~~

c. ~~All proceeds from camps or clinics must benefit the Organization or the City.~~

4.6. ~~Per City policy, 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.~~

5. ~~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.~~

6. ~~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.~~

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- 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 City Organization will request the Organization to~~ appoint three officials ~~at the beginning of each calendar year~~ to have access to the automatic light schedule ~~at the time of Agreement renewal~~. The Organization is responsible for notifying the City of permission changes throughout the year.

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

5.7. 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 ~~are will be~~ performed by the Department upon request, ~~and~~ with funds provided by the Organization.

6.8. Furnish trash receptacles and trash liners.

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

~~7-9.~~ 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.

~~8-10.~~ Maintain all parking areas.

~~9-11.~~ Provide utility services for facilities including electrical, water and sewer where required.

~~10-12.~~ The City will supply support poles and an electrical source for scoreboards upon request.

- i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.

~~11-ii.~~ The City retains the right and privilege to enter and inspect all buildings and premises at any time.

~~12-iii.~~ The Department will abide by and establish a line of communication between the Organization's President, ~~or designated representative,~~ and a City appointed liaison.

~~13-iv.~~ The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

~~14-v.~~ 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-vi.~~ The Department, to the best of our ability, will address all maintenance and repair requests in priority order.

~~15-vii.~~ The City will include promotional opportunities through the Fall, ~~Winter/Winter,~~ Spring, and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.

~~16-viii.~~ The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

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**C. Obligation of ~~Youth Sports~~the 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.

~~1-2.~~ Must provide access for public usage one field at minimum per night.

~~2-3.~~ 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. City approved league tournaments
- iii. Select league games
- iv. City approved select tournaments
- i. Recreational league games
- ii. League sponsored tournaments
- iii. Select league games
- iv. Select tournaments
- v. Third party usage

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~~3-4.~~ The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> 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.

~~4-5.~~ To seek approval from the Department for any ~~capital~~ improvement projects for athletic facilities.

~~5-6.~~ To seek approval from the Department for advertising permitted at athletic facilities.

~~7.~~ 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 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>).

~~8.~~ The Organization agrees NOT to expand schedules, length of league play, number of tournaments, nor add seasons without prior written approval from the Department.

~~6-9.~~ Usage of facilities from November 1 through January 31 for Organization usage is not permitted. Usage without prior written consent from the Department may result in a breach of contract.

~~7-10.~~ 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 an additional insured on such policy and shall be entitled to thirty (30) days 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.

~~8-11.~~ 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.

~~9-12.~~ 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.

~~1-13.~~ The Organization will provide the Department with meeting minutes of all board of meetings no less than one (1) week after the meeting has been conducted. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

~~14.~~ 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.

~~i.~~ All Organization participants are held responsible to uphold the City social media policy.

~~10-a.~~ "All information published on social media sites must comply with City of Deer Park's privacy and/or data policies. This includes comments, pictures, video, audio, or any other multimedia posted on social networking sites, blogs, and forums." (Social Media Policy Updated 8/29/19)

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~~14.15.~~ It shall be the Organization's responsibility to ensure that no alcoholic beverages ~~be~~ 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.

~~14.16.~~ The use of tobacco products such as cigars, cigarettes, smokeless tobacco, ~~and~~ pipes ~~and~~, ~~vaping devices are~~ prohibited in all ~~indoor~~ City ~~parks and municipal 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.

~~14.17.~~ During the term of this ~~agreement~~ ~~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. ~~See "Exhibit E"~~

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~~ ~~copies of appropriate paperwork~~ 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.

~~Concession contractor will be required to acquire a vendor permit from the Department.~~

~~a. Note: City can administer the concession, league can pay for the temporary health permit for \$30 for 14 days. No additional certs are needed. The concessions cannot be any higher of a classification than a level 2 because there are no grease traps or vent hoods for anything more than hotdogs, chili, cheese, etc. No frying. Still would require the Food Handlers Cert for anyone handling the food and the Food Manager's cert on site for the person who is in charge of the facility health code upkeep.~~

~~14.18.~~ 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.

~~14.19.~~ 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.~~

~~20. 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~~

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~~use of a mechanical batting machine has been instructed in the proper operation procedures and with all safety precautions.~~

~~The Organization maintains first right of refusal on the usage of batting cages at their contracted facilities.~~

~~8. The Organization is responsible for securing batting cages and maintenance of batting cage nets.~~

~~16.21.~~ The Organization shall report any facility ~~damage, dangerous~~ dangerous conditions or ~~s 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.

~~22.~~ The Organization ~~has the right to sell and install~~ is permitted to utilize non-permanent signs along the fences and scoreboards of certain designated fields located on the facility.

~~i. The Department, before installation, shall approve signs including installation materials and methods.~~

~~ii.~~ All revenues generated from such ~~h~~ use shall be for the sole and exclusive use of the Organization.

~~17. The Department, before installation, shall approve signs including installation materials and methods.~~

~~18.23.~~ 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~~ Be 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. ~~At the beginning of each contract period, the City will~~ supply all ~~initial~~ locks necessary for the contracted facility. All damaged or lost locks will be replaced by the City at the expense of the Organization. ~~and provide the Department with either code or keys for locks. At their discretion,~~ The Organization has the right to lock access gates ~~if it is~~ 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 lines painted and goals placed in fields dragged, batter boxes chalked, foul lines chalked and bases placed in their proper locations.*

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- 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.
- ~~e-d.~~ The City reserves the right to remove any lock as deemed necessary by the Department and at the Organization's expense.
- 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.
- ~~v-vi.~~ 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 ~~must~~ shall be maintained in an orderly and safe condition at all times in order to meet the fire code requirements.
- a. Restrooms are not to be used as storerooms for any equipment or supplies.
- ~~i-a.~~ Should items other than that, which is restroom specific, be found in the restroom, it will be disposed of.
- ~~ii-b.~~ Maintain the premises in a safe and aesthetic manner, i.e. keep all drugs and other equipment stored and inaccessible to children.
- ~~19-24.~~ Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
- ~~20-25.~~ 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 behavior including supervision of parking lots.
- ~~9-i.~~ The ~~league Organization shall have an official~~ must inspect every field (playing surfaces) prior to the first game each day/night of league play or practices for any safety concerns such as holes in the field or 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.
- ~~21-26.~~ The Organization shall have a written "emergency action situation" plan (EAP) 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~~ The president shall be ~~the assigned acting 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 readily 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 all.
- ~~27.~~ Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
- ~~10.~~
- 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,**

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coaches, spectators, participants and volunteers are aware of and comply with this ordinance.

~~a. No person shall drive or park any vehicles on any unpaved areas in any city park within the city limits except where directed by a city authorized and posted sign, police officer or city parks and recreation staff.~~

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~~11-b. Any person who violates this section shall be guilty of a Class C misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$1.00 nor more than \$500.00. (Code 1991, § 15-90; Code 2003, § 66-95).~~

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~~22-28. The Organization will abide by and establish a line of communication between the Organization's President and the or designated representative, and a City appointed liaison department representative.~~

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

~~23-29. 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 social media Facebook pages. The Organization is responsible to provide information to the Department by the required deadline in order for information to be included in media outlets such as the seasonal brochures, marquees, and website. Information must be authorization by the Department Director.~~

~~30. The Organization is permitted authorized to use a City indoor facility at no cost-location, dependent on availability, and approval by the Director for board or league events such as uniform fittings, registration, board meetings, enrollments, etc.~~

~~12-i. No practices will be approved from the Parks and Recreation Department.~~

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~~24-31. The Organization should utilize the following recommendations in the event of severe weather:~~

~~i. Postpone or suspend activity if severe weather a thunderstorm appears imminent before or during an activity or contest (irrespective regardless 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-iv. 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.~~

#### D. Tournaments

~~1. The Department will be notified of all tournaments via the tournament application by the Organization no later than thirty-two (302) days/weeks prior to tournament taking place.~~

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

i. The tournament application must be approved by the Department.

13-ii. All applicable fees must be paid at the time of reservation.

2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning ~~March~~ March 1 – October ~~31~~ 31 of each year and must be held between the established park ordinance hours.

~~1.~~

2. 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.

3. Concession operations will remain with the Organization or as authorized through this agreement. All concessions must operate with valid Harris County Health Department Permits required.

4. Food Truck Requirements must be met according to the following:

- i. Must obtain a 90-day permit from the city secretary's office. Requirements for city permit:
- ii. Proof of valid insurance policy;
- iii. Valid vehicle registration sticker;
- iv. Copy of sales tax permit and requirement that city shall be reported for all sales within the city;
- v. Menu of food items sold;
- vi. Copy of a federal or state government issued identification document or card for all persons working in mobile food service unit for registered sexual offenders check; and
- vii. Application must be completed at least ten days before start of operation in city.
- viii. Must have a health permit from the Harris County Public Health Department for food establishment.
- ix. Must have written permission of property owner to locate on private property (city parks or city property require written permission from the city).
- x. Must have access to flushable toilet within a facility with an occupancy permit on the same property as where the mobile food service unit is located.
- xi. Must be parked on a paved surface with adequate parking for patrons.
- xii. Cannot serve products from the roads, streets or rights-of-way.
- xiii. Cannot operate for more than 12 consecutive hours.
- xiv. Cannot park at any one location for more than 48 hours without occupancy permit from the city.
- xv. Cannot operate in a residential zoned area unless in a public park with the city's written permission.
- xvi. Cannot dispose of grease or grey-water on site.
- xvii. Must always have approved fire extinguisher and first aid kit in mobile food service unit

~~14.~~ Shall not provide a drive through service of any kind. (Ord. No. 4070, § 1—3, 4-16-2019)

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

**E. Third party usage (see application)**

1. All third party games or tournaments must go through the Department.
4. 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.
- 5.2 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.
6. The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.
7. 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.
- 8.3 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.
- 9.4 Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.
- 10.5 All policies and regulations that apply to the Organization listed in the lease agreement apply to all.
- 11.6 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.
7. The Department will receive notification of third party usage of facilities no later than two (2) weeks prior to utilization for tournaments, and games.
12. Practices are subject to availability and approval of by the Department until 24 hours in advance 12:00 pm of on day of rental.
- 13.8. Payments: The City will receive from the third party renter payment prior to usage.

**E.F. Rain-out Policy**

1. Organization must abide by the City adopted Rainout Policy dated August 1, 2016 (Exhibit AB).

**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:

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- 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.

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#### **Annual Report Attachments:**

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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.**

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6. **User Participation Report (Exhibit B)**

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4. ~~5 in lieu of payment for current agreement.~~

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5. ~~If requesting, written contribution request in lieu of payment.~~

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

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#### **Facility Usage**

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1. **Dow Park Soccer Fields Complex**
  - a. **Two soccer fields**
  - b. **One storage building**
2. **Deer Park Soccer Complex**

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a. Two Fields

b. Other fields can be made available by request from the Parks and Recreation office.

c. Restroom/Concession Building

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

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

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

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

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

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

Signed in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Authorized organization:

Parks and Recreation Department Director

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Park Board Chairman:

City of Deer Park Mayor

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_



## EXHIBIT A

### Glossary of Terms

1. **Recognized Organization** – A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
  - a. Established structure
  - b. Recommendation from Parks and Recreation Commission
  - c. Approval from City Council
2. **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.

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**EXHIBIT BA**

**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](http://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

1. **Recognized Organization**—A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
  - a. Established structure
  - b. Recommendation from Parks and Recreation Commission
  - c. Approval from City Council
2. **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.~~

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## EXHIBIT C



# DRAFT

City of Deer Park Parks and Recreation Department  
610 E. San Augustine, Deer Park, TX 77536

### Tournament/Field Usage Application

Tournament/Field Site: Dow Park ☐ Minchen ☐ Spencerview ☐ Durant ☐  
Girls Softball Complex ☐ Adult Softball Complex ☐ Soccer Complex ☐

Sanctioning Organization: \_\_\_\_\_ Format (circle one): DE MDE RR Other

Name of Tournament: \_\_\_\_\_ Date (s) of Tournament: \_\_\_\_\_

Entry Fee: \_\_\_\_\_ Age Divisions: \_\_\_\_\_ Estimated # of teams: \_\_\_\_\_

Type of Tournament: Invitational ☐ State ☐ Regional ☐ National ☐ Qualifier ☐ Other ☐

Each Tournament Application must be accompanied by the all associated rental fees and a \$250 damage deposit (per complex). The deposit will be forfeited if the grounds and facilities are not left in the condition in which you found them.

CLASSIFICATION: Men ☐ Women ☐ Co-Ed ☐ Youth ☐

Slow-pitch ☐ Fast pitch ☐ Baseball ☐ Other Sport/Event: ☐

Tournament/Game Director: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

*I submit this application to the City of Deer Park for the use of the sport complex described above and certify the information is correct. I agree to exercise care and safety in the use of the facility and property and to hold harmless the City of Deer Park from all liability and medical expenses resulting from the use of the facility and/or property. I agree to adhere to the Deer Park policies for the complex I have rented. I further agree to pay in advance any fees associated with the request. Cancellations are to be received in writing a minimum of 48 hours in advance. I understand that alcohol is not permitted in any City building or in any City park including the complexes. If any evidence of alcohol is found, the damage deposit will be 100% forfeited.*

Signature of responsible party: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_





Name of Organization: \_\_\_\_\_

Name of Tournament Director: \_\_\_\_\_

at \_\_\_\_\_ (locations),

on \_\_\_\_\_ (dates).

**Organization Responsible Party** \_\_\_\_\_ agree to protect, defend, indemnify, and hold harmless the City of Deer Park, its officials, officers, employees, and volunteers free and harmless from and against any and all losses claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amount of judgement, penalties, interest, court costs and legal fees incurred by the City of Deer Park arising in favor of any party, including claims, liens, debts, personal injuries, death (including employees of the City of Deer Park), or damages to (property including property of the City of Deer Park) and without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising directly or indirectly out of the said agreement.

**Organization and Responsible Party** \_\_\_\_\_ agree to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto; even if the claims, demand or suit is groundless, false, or fraudulent. In any case, in which such indemnification shall not be construed to indemnify the City of damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

I further state, I am 18 years of age or older, legally competent, and authorized to sign this agreement on behalf of (Organization). I understand these terms are contractual and not a mere recital that I have signed this document as my own free act.

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date:

## EXHIBIT D



### **CITY OF DEER PARK**

### **POLICY FOR FUND-RAISING ACTIVITIES IN CITY PARKS AND RECREATION FACILITIES**

The City of Deer Park encourages all citizens, including employees of the City, to support charitable activities that benefit the community.

- City facilities shall include all property owned by the City of Deer Park, including buildings, parking lots, green spaces and parks.
- Fund-raising activities must be beneficial to Deer Park community organizations, citizens, and the community in general.
- All fund-raising activities shall be sponsored by non-profit Deer Park groups or organizations unless written permission is issued by the City otherwise.
- City facilities shall not be used for commercial enterprises or for personal gain, unless either
  1. there will be some direct benefit to the nonprofit organization sponsoring the fund raising activity, or
  2. the commercial enterprise is subject to an agreement with the City which is similar to other City agreements and notes that dates reserved by youth athletic organizations and local service groups for fund raisers will be excluded.
- Use of City facilities for fund-raising activities shall be approved, in advance, by the City of Deer Park.
- The sponsoring organization must submit a completed application in writing (see attached) for use of the facility to the Parks and Recreation Department who will review the fund-raising activities. In addition, the request shall also be submitted by the sponsoring organization to the Fire Department and the Police Department. The Fire and Police Departments must approve the proposal for compliance and applicable codes and ordinances regarding public assemblies, fire codes, and traffic laws. The Parks and Recreation Department shall then have the proposal submitted to the City Manager's office for approval. All City staff recommendations shall also be forwarded to the City Manager.
  1. At the discretion of the City of Deer Park staff, any fund-raising activity application may be subject to recommendation by Parks and Recreation Commission and or approval by the Deer Park City Council.
- If the sponsoring organization is dissatisfied with the decision made by the City Manager, they have the right to appeal the decision to the City Council.

## **EXHIBIT D**

- Permit application process is as follows:
  1. Applicant submits completed application 60 days prior to event(s) to Parks and Recreation Department.
  2. Application reviewed internally by Parks and Recreation Department staff.
  3. Application reviewed internally by City Manager's office.
  4. If applicable, application reviewed by Police and Fire Departments.
  5. If applicable, application reviewed by Parks and Recreation Commission for consideration and recommendation.
  6. If applicable, application is taken for City Council for consideration and approval.
  7. Once approved, the applicant will be notified of the applications approval.

## EXHIBIT D

### Fundraising in City Parks and Recreation Facilities

#### Permit Application

**Application Instructions:** This application must be submitted a minimum of **60** days in advance of the fundraising activity. All items must be completed. Please send the completed to [recreation@deerparktx.org](mailto:recreation@deerparktx.org) or turn application into the Parks and Recreation Administrative Office located at 610 E. San Augustine, Deer Park, TX 77536 between the hours of 7 am – 6 pm, Monday through Friday.

**Date Submitted** \_\_\_\_\_

**Organization/Sponsoring Group Name and Address**

\_\_\_\_\_  
\_\_\_\_\_

**Contact Person** \_\_\_\_\_ **Email** \_\_\_\_\_

**Phone (Home)** \_\_\_\_\_ **(Cell)** \_\_\_\_\_

**City Facility**

**Requested** \_\_\_\_\_

**Specific**

**Location** \_\_\_\_\_

**Nature and brief description of fundraising activity**

\_\_\_\_\_  
\_\_\_\_\_

**Proposed Date (s)** \_\_\_\_\_ **Hours of operation** \_\_\_\_\_

**Estimated number of Attendees** \_\_\_\_\_

**Purpose of Fundraising**

**Activity** \_\_\_\_\_

**Is this event open to the public?** Yes or No

**Are there other beneficiaries of this event?** Yes or No

**If yes, name of other organization(s) or**

**person:** \_\_\_\_\_

## EXHIBIT D

I, \_\_\_\_\_, as the host individual or organization representative, understand and agree to all terms set forth in this application. The information that I have provided is truthful and accurate. I hereby agree that if any claim, action or proceeding shall hereafter be brought seeking to hold the City of Deer Park liable on account of any debt, liability, or obligation, I will defend the City of Deer Park at my (our) sole expense against any claim or demand, or threats thereof, whether or not well founded, and hold the City harmless there from, together with reasonable attorney's fees and costs in connection with any defense there against. Furthermore, I (WE) shall indemnify and hold the City harmless from any such debt, liability or obligation. I agree to accept all responsibility related to this organization, any and all functions of this organization, and the participants visiting my establishment.

Applicant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

<b>For office use only:</b>	
Parks and Recreation Department Signature	
City Manager's office Signature	
<b>If applicable:</b>	
Police Department Signature	
Fire Department Signature	
<i>Parks and Recreation Commission Recommendation</i>	
<i>Deer Park City Council Approval or Denied</i>	
<b>Additional notes:</b>	
Approved _____ Denied _____ Reason if denied _____	
Date Approved or Denied: _____	

## EXHIBIT E

Umair A. Shah, M.D., M.P.H.  
Executive Director  
2223 West Loop South  
Houston, Texas 77027  
Tel: (713) 439-6000  
Fax: (713) 439-6080



Harris County  
**Public Health**  
Building a Healthy Community

Michael Schaffer, M.B.A.  
Division Director  
Environmental Public Health  
101 South Richey, Suite G  
Pasadena, TX 77506  
Tel: (713) 274-6300  
Fax: (713) 274-6375

### NON-PROFIT ORGANIZATION PERMITS

A food establishment is any business that prepares, processes, stores, serves or sells food and/ or drink directly to a customer, regardless of whether there is a charge for the food. In Texas, all food establishments must hold a current and valid permit issued by the local regulatory authority. If your business maintains a 501(c)(3) status as a non-profit organization from the United States Internal Revenue Service (IRS), the Harris County Public Health (HCPH), Environmental Public Health Division (EPH), may not charge a permit fee for the food establishment permit.

**\*NOTE:** The qualification for a no-charge permit does not exempt an establishment from maintaining a current and valid permit, and following all applicable rules and regulations.

In Harris County, all food establishments are required to operate under the guidelines set forth by the Texas Food Establishment Rules and the Rules for the Regulation of Food Establishments in Harris County, Texas, to help prevent foodborne illness and assist businesses in providing safe food to their customers.

To see if your business qualifies for a non-profit permit fee, submit proof of 501(c)(3) status when:

- Submitting the application for a fixed location food establishment, mobile unit, farmers' market, or food sample permit.
- Submitting a temporary event vendor application for a registered temporary event
- Registering a temporary event as the event coordinator

**\*NOTE:** At a non-profit temporary event, each temporary event booth vendor must be a non-profit or donate all proceeds to the non-profit hosting the event to qualify as a non-profit permit holder.

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## Food Establishment Permits

### Why is it necessary to permit and inspect retail food operations?

The Centers for Disease Control estimates that approximately 76 million cases of foodborne illness occur each year, resulting in 5 thousand deaths. This alone, as well as the billions of dollars these illnesses cost the consumers and the industry each year, makes continuous improvement in the areas of food safety and sanitation a goal shared jointly by both the food industries and those with responsibility for regulatory oversight. These senseless deaths caused from mishandling foods can be reduced by providing regulatory oversight of retail food operations. The Texas Food Establishment Rules are the rules in place for regulatory programs in Texas to structure oversight activities to prevent foodborne illness.

### What type of businesses need a food establishment permit?

A food establishment permit is required for the handling, preparation, service or sale of any open food or beverage. Food establishment permits are also required for the sale of any prepackaged foods that require temperature control, with the single exception of packaged frozen desserts. A permit is not required for the sale of shelf-stable food, whole, uncut produce, or prepackaged items that do not require temperature control. Non-profit businesses are required to obtain a food establishment permit and must comply with all rules and regulations, but may be exempt from some fees. Examples of food establishments include: restaurants, retail grocery stores, convenience stores, caterers, hospitals, schools, day cares, bars, mobile food units, concession stands, and temporary events.

### How can I obtain a permit?

An Application for Food Establishment Permit can be obtained from Harris County Public Health, Environmental Public Health Division, [www.hcphtx.org](http://www.hcphtx.org), or call (713) 274-6300. The applications can be downloaded from the [Food Establishments](#) page.

### What are the Texas Food Establishment Rules (TFER)?

The TFER is a comprehensive set of rules for the regulation of retail food establishments. These rules are based on the 2013 FDA Model Food Code. In these rules, food establishments include: restaurants, grocery stores, mobile food vendors, temporary food establishments, roadside food vendors and others. A copy of the TFER can be downloaded from the [Food Establishments Laws & Rules page](#).

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## SHARED KITCHENS

A **shared kitchen** is a single facility that is used by more than one permitted food establishment. The following requirements are for shared kitchen food establishments who operate in the jurisdiction of Harris County Public Health (HCPH). Permits are issued and inspections conducted by the Environmental Public Health Division (EPH) of HCPH.

- Each food establishment business operating in a shared kitchen must meet all applicable requirements of the Texas Food Establishment Rules, the Texas Health & Safety Code, and the Rules for the Regulation of Food Establishments in Harris County, Texas.
- Facilities that do not have a current and valid food establishment permit from HCPH will be required to complete the pre-opening process.
- Each food establishment must post a valid and current Harris County Food Establishment Permit at the facility.
- Each food establishment must have at least one Certified Food Manager on duty during operation according to Harris County regulations.
- The food establishment owner must notify EPH within 10 business days of any change in the hours and days of operations from the information that was submitted on the permit application.
- All food must be obtained from an approved source and prepared at the permitted food establishment. All items and utensils must be stored at the food establishment.
- Storage areas (refrigeration units, storage shelves) must be adequate for all of the food items to be stored properly. These areas must be divided and clearly marked with each food establishment's name.
- It is the responsibility of each food establishment to ensure that the kitchen is clean and sanitized prior to use.
- The responsibility of the sanitation and maintenance of the facility and shared equipment will be placed upon the person in charge of the food establishment at the time of the HCPH inspection.
- All food establishments operating within the facility will be required to cease operations in the event of an imminent health hazard.

**Please contact Plan Review at [planreview@phs.hctx.net](mailto:planreview@phs.hctx.net) for more information.**

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## TEMPORARY FOOD ESTABLISHMENT PERMITS

### ***What is a temporary food establishment?***

A temporary food establishment is a food booth at a temporary event that operates for no more than 14 consecutive days in conjunction with a single event or celebration. A temporary food establishment includes any booth at a temporary event that stores, prepares, packages, serves, or vends unpackaged food and/or drink including ice.

### ***What is the purpose of permitting and inspecting temporary food establishments?***

The primary goal of Harris County Public Health (HCPH) is to protect the public's health. To accomplish this, the Environmental Public Health (EPH) Division inspects and permits all temporary food service establishments to ensure the minimum requirements of the Texas Food Establishment Rules of the Texas Administrative Code 25 §228 are met.

### ***Will my temporary food booth be inspected?***

Yes. Both non-profit and profit temporary food establishments will be inspected by an EPH Investigator at least once during the event. Feel free to ask the investigator questions. The investigator is there to assist you in providing safe food to your customers and will check your food booth to ensure minimum requirements are met. Violations will require immediate correction or you will be directed to cease operations. Refer to the handout, **TEMPORARY FOOD ESTABLISHMENT OPERATIONAL REQUIREMENTS** for a list of the minimum requirements.

### ***Must temporary food establishments purchase a permit to operate?***

Yes. Temporary food establishments that are located in areas under HCPH's jurisdiction must obtain a temporary permit from EPH to operate.

- All booth operators that handle unpackaged food, drinks, and/or ice must have a permit.
- A separate temporary permit is required for every food booth at any given event and is only valid for one booth. If a food booth operator is operating more than one food booth, a permit must be purchased for each food booth.
- Operation of a food booth without a temporary permit could result in a citation issued to the person in charge of the food booth.

### ***Are there exemptions to the temporary food establishment permit?***

- Booths that sell only pre-packaged, single serving size, non-time/temperature control for safety food (candy, chips, frozen novelties) or unopened canned or bottle drinks are not required to obtain a temporary permit.
- Non-profit temporary food establishments that provide proof of their non-profit status (Tax Form 501C3) are required to obtain a temporary permit but are exempt from the permit fee. A non-profit temporary food establishment must be operated directly by members or volunteers of the charity organization and **all** proceeds go to the charity. A food booth which donates a portion of its proceeds to a charity, is **not** considered a non-profit temporary establishment.

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### ***How much does a temporary permit cost?***

The cost of a temporary permit is \$80.00, for timely purchase **at least two full business days prior to the beginning of the event**. Failure to purchase a temporary permit within this timeframe will result in a late temporary permit fee of \$160.00. Temporary permits are non-transferable and non-refundable.

### ***How do I obtain a temporary permit?***

The event coordinator must register the temporary event with HCPH online at <http://hcphtx.org/foodpermits> before booth operators can purchase a temporary permit for that event at EPH.

#### **To purchase a temporary food establishment permit:**

- **IN PERSON** – The temporary food establishment application can be filled out at the kiosk in our office. Payments can be made by cash, cashier's check, money order, or credit card.  
Harris County Public Health  
Environmental Public Health Division  
101 South Richey, Suite G  
Pasadena, Texas 77506  
Monday - Friday, 8:00 a.m. – 3:30 p.m.
- **ONLINE (at least 14 days before the start of the event)** – <http://hcphtx.org/foodpermits>. Fill out the temporary food establishment operational statement. Email notification of booth approval will contain an online payment link. Online payments will only be accepted at least 14 days before the start of the event or you may make payment in the EPH office by cash, cashier's check, money order, or credit card. Please note, in-office payments not received at least two full business days prior to the beginning of the event will be subject to the late temporary permit fee regardless of when the booth was approved.
- **ONSITE AT THE EVENT** – Late temporary permits can be purchased at the event for \$160.00 by credit card, money order, or cashier's check **if** the booth meets the minimum requirements. Food booths operating without a valid and current permit will be asked to close if the operation does not meet minimum requirements **and** payment for the permit is not available at the time of the EPH inspection. **Investigators will not collect cash at the temporary event.**

**NOTE:** The Fire Marshall's Office permits and inspects temporary events in unincorporated Harris County. Please call 713-274-1730 or 281-436-8030 or visit: <http://www.eng.hctx.net/permits/Fire/Fire-Code/Temporary-Food-Vendors-Festivals-Theatrical-Performances> for application and requirements.

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## TEMPORARY FOOD ESTABLISHMENT OPERATIONAL REQUIREMENTS

The primary goal of Harris County Public Health (HCPH) is to protect the public's health. To accomplish this, the Environmental Public Health (EPH) Division inspects and permits all temporary food service establishments to ensure the minimum requirements of the Texas Food Establishment Rules (TFER) of Texas Administrative Code 25 §228 are met. The TFER defines a temporary food establishment as a food booth at a temporary event that operates for no more than 14 consecutive days in conjunction with a single event or celebration. A temporary food establishment includes any booth at a temporary event that stores, prepares, packages, serves, or vends unpackaged food and/or drink including ice.

**IF ANY OF THE FOLLOWING REQUIREMENTS ARE NOT MET AND CANNOT BE CORRECTED IMMEDIATELY, THE TEMPORARY FOOD ESTABLISHMENT MUST CEASE OPERATIONS.**

### Food Supply

- Food must be in sound condition, free of contamination and shall be safe for human consumption.
- Food must be prepared on-site or from an approved and permitted commercial source and not be prepared in a private home.
- Food, including ice, must be stored in clean, sanitized, covered containers and protected from contamination. Loosely packaged foods may not directly contact ice if water can penetrate the package.
- Time/temperature control for safety foods must be maintained at 41°F or below or at 135°F or above and cooked to the proper temperature. The booth must have sufficient equipment to maintain food temperatures.

### Equipment

- A metal stem thermometer must be provided to check food temperatures.
- Food preparation utensils must be durable.
- All items provided for customer use must be single-service items.
- All food contact equipment and utensils, including single-service items, must be protected from contamination.
- The booth must have a warewashing set-up with 3 containers large enough to immerse the largest piece of equipment, sanitizer available on-site, and a means to heat water to wash, rinse, and sanitize food contact equipment and utensils.
- The booth must have a handwash set-up with warm water in a spigot container, soap, paper towels, and catch pan. Booths selling only commercially pre-packaged foods in their original containers are exempt from a handwash set-up.

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## Employees

- Disposable gloves and hair restraints must be provided for all booth staff.
- An Employee Health Condition Reporting Sign or an agreement signed by each employee that details the employee health reporting policy must be at the booth. This sign is available at EPH or [www.hcph.tx.org](http://www.hcph.tx.org).
- The booth must have at least one person on-site who has a minimum of a state accredited **Food Handler Certification**. Information on the HCPH Food Handler Certification is available at [www.hcph.tx.org](http://www.hcph.tx.org) or on the Texas Department of State Health Services website. This includes non-profit event volunteers.
- No one shall eat, drink, or smoke while preparing food.

## Facility

- Water must come from an approved source for food preparation, handwashing, warewashing, and sanitizing.
- Waste disposal facilities or containers must be provided to retain all liquid and solid waste and wastewater.
- Toilets must be available.
- The booth must have walls and ceilings to protect from weather, windblown dust, birds, and debris. All food preparation and contact surfaces must be protected from contamination by the public and pests.
- The booth floor must be free of water accumulation on a non-absorbent, hard surface (concrete or asphalt) unless covered by mats, removable platforms, or duckboards to control dust and mud.
- The temporary permit must be onsite and posted in public view.

**NOTE:** The Fire Marshal's Office permits and inspects temporary events in unincorporated Harris County. Please call 713-274-1730 or 281-436-8030 or visit: <http://www.eng.hctx.net/permits/Fire/Fire-Code/Temporary-Food-Vendors-Festivals-Theatrical-Performances> for application and requirements.

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# City of Deer Park

## Parks and Recreation Department

### Sport Organization Utilization Agreement

#### Girls Softball~~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. It should be understood that while this agreement permits usage to the Organization, that all fields and facilities are property of the City of Deer Park and should be accessible to all citizens.

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 community athletes. Any and all fields can be assigned or reassigned to use by any contracted organization based on this agreement 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 ~~each year~~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 (i.e. Tryouts, opening day, etc.).
  - d. Copy of Organization's general liability insurance policy and have the City of Deer Park as an 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 will be prioritized in the following manner:
  - i. Recreational league games
  - ii. City approved ~~League-sponsored~~ tournaments
  - iii. Select league games
  - iv. City approved ~~Select~~ tournaments
  - ~~iv-v. Other priority users include any persons living within the Deer Park Independent School District boundary lines.~~
  - ~~v. Third-party usage~~
  - ~~5. Other priority users include any persons living within the Deer Park Independent School District boundary lines.~~
  - vi. 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.
    - i. Sec. 74-1. It shall be unlawful for any person to enter into or upon any of the parks and recreation facilities designated in subsection (b) of this section between the following hours and days:
      - a. 11:00 p.m. and 5:00 a.m. on Fridays and Saturdays.
      - b. 10:00 p.m. to 5:00 a.m. on Sundays through Thursdays.
      - ~~i-c. Exceptions approved by the city's parks and recreation director may be granted in certain circumstances.~~
2. 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.

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3. 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. Non-recreational teams who are associated with the league through approved written consent from the Organization's board may utilize facilities at the discretion of the Organization.

~~6. If the Organization has identified non-recreational teams to utilize facilities, then the Organization's In Lieu of payment will cover those associated costs with the non-recreational team usage.~~

3.5 Organization must operate as a non-profit association, as set forth by the Internal Revenue Service.

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

ii. ~~Only~~All camps or clinics ~~must be~~ authorized by the City, ~~with all proceeds benefiting the Organization or the City are permitted.~~

a. ~~The~~ The City has first right of refusal.

b. ~~The Department must approve these activities a minimum of thirty (30) days in advance of the event.~~

c. ~~All proceeds from camps or clinics must benefit the Organization or the City.~~

4.6. ~~Per City policy,~~ 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.~~

5. ~~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.~~

6. ~~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.~~

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

7. No construction or alterations may be done on City property/facility without the written 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.
8. Advertising is permitted at City facilities only with the prior approval of the Parks and Recreation Department.
9. 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~~Department reserves the right to regulate field usage at any time.
  - ii. Anyone wishing to utilize the fields outside the organization must go through the DepartmentCity in order to rent the facilities.
10. All Board of Directors members and managers are ~~required~~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.~~
11. 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.
12. All training documents, background checks, and records are subject to audit per request of the City.
- ~~14-13.~~ All fundraising activities that would utilize the Parks and Recreation Department facilities must be approved via the City of Deer Park's fundraising policy. Please see "Exhibit D".

#### **B. 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 ~~administer~~ ensure the Sports Organization Utilization Agreement with 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 reserves the right to close any field for routine maintenance for up to seven consecutive calendar days. The City and will provide the Organization with a minimum of two (2) weeks written notice.
- 7-i. In the event of an emergency maintenance, the City may close the fields with less than two (2) weeks written notice to the Organization.
- 4-6. 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.

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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.
- 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 City Organization will request the Organization to~~ appoint three officials ~~at the beginning of each calendar year~~ to have access to the automatic light schedule ~~at the time of Agreement renewal~~. The Organization is responsible for notifying the City of permission changes throughout the year.

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

~~5.7.~~ 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 ~~are will be~~ performed by the Department upon request; ~~and with funds provided by the Organization.~~

~~6.8.~~ Furnish trash receptacles and trash liners.

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

~~7.9.~~ Clean and stock restrooms.

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

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- ii. Saturdays and Sundays when deemed necessary by the Department.
- iii. Once weekly during off-season.
- ~~8-10.~~ 10. Maintain all parking areas.
- ~~9-11.~~ 11. Provide utility services for facilities including electrical, water and sewer where required.
- ~~10-12.~~ 12. The City will supply support poles and an electrical source for scoreboards upon request.
  - i. Routine maintenance and repairs to scoreboards becomes the responsibility of the Organization after installation.
- ~~11-13.~~ 13. The City retains the right and privilege to enter and inspect all buildings and premises at any time.
- ~~12-14.~~ 14. The Department will abide by and establish a line of communication between the Organization's President, ~~or designated representative~~, and a City appointed liaison.
- ~~13-15.~~ 15. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.
- ~~14-16.~~ 16. 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.
- ~~15-17.~~ 17. The City will include promotional opportunities through the Fall, ~~Winter/AWinter~~, Spring, and Summer Parks and Recreation Brochures, electronic marquees, website and Facebook page.
- ~~16-18.~~ 18. The City is obligated to provide a facility location, dependent on availability, with advanced notice, depending on facility and purpose of usage.

**C. Obligation of ~~Youth Sports~~the 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.
- ~~4-2.~~ 2. Must provide access for public usage one field at minimum per night.
- ~~2-3.~~ 3. 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. City approved league tournaments
  - iii. Select league games
  - iv. City approved select tournaments
  - ~~i. Recreational league games~~
  - ~~ii. League sponsored tournaments~~
  - ~~iii. Select league games~~
  - ~~iv. Select tournaments~~
  - ~~v. Third party usage~~
- ~~3-4.~~ 4. The Organization shall furnish the Department an annual report, by October 31<sup>st</sup> 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.
- ~~4-5.~~ 5. To seek approval from the Department for any ~~capital~~ improvement projects for athletic facilities.
- ~~5-6.~~ 6. To seek approval from the Department for advertising permitted at athletic facilities.

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7. 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 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>).

8. The Organization agrees NOT to expand schedules, length of league play, number of tournaments, nor add seasons without prior written approval from the Department.

~~6-9.~~ Usage of facilities from November 1 through January 15 for Organization usage is not permitted. Usage without prior written consent from the Department may result in a breach of contract.

~~7-10.~~ 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 an additional insured on such policy and shall be entitled to thirty (30) days 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.

~~8-11.~~ 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.

~~9-12.~~ 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.

~~10-13.~~ The Organization will provide the Department with meeting minutes of all board of meetings no less than one (1) week after the meeting has been conducted. The City will provide a liaison to attend Organization board meetings as deemed necessary by the Department.

14. 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.

i. All Organization participants are held responsible to uphold the City social media policy.

~~10-a.~~ "All information published on social media sites must comply with City of Deer Park's privacy and/or data policies. This includes comments, pictures, video, audio, or any other multimedia posted on social networking sites, blogs, and forums." (Social Media Policy Updated 8/29/19)

~~11-15.~~ It shall be the Organization's responsibility to ensure that no alcoholic beverages ~~be~~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.

~~12-16.~~ The use of tobacco products such as cigars, cigarettes, smokeless tobacco, ~~and~~ pipes and vaping devices ~~are~~ prohibited in all ~~indoor~~ City parks and municipal property venues including,

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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.

~~13.17.~~ During the term of this ~~agreement~~ ~~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.

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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. See "Exhibit E".

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~~ copies of appropriate paperwork to the Department as proof of meeting Harris County Health Department ~~code~~ requirements.

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iii. The Organization may sublet its concessions based on the following conditions:

a. Receive written permission to sublet concessions from the Department.

~~Concession contractor will be required to acquire a vendor permit from the Department.~~

~~a. *Note: City can administer the concession, league can pay for the temporary health permit for \$80 for 14 days. No additional certs are needed. The concessions cannot be any higher of a classification than a level 2 because there are no grease traps or vent hoods for anything more than hotdogs, chili, cheese, etc. No frying. Still would require the Food Handlers Cert for anyone handling the food and the Food Manager's cert on site for the person who is in charge of the facility health code upkeep.*~~

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~~14.18.~~ 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.

~~14.19.~~ The Organization is responsible for maintaining skinned dirt areas in accordance with designed field standards to promote positive drainage. Failure to do so may result in rainouts and unplayable game conditions.

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~~15.20.~~ 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.

~~21.~~ At anytimeany time a mechanical batting machine or batting cage is being used, ~~for instruction or practice, a n 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.~~

i. The Organization maintains first right of refusal on the usage of batting cages at their contracted facilities.

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8-ii. The Organization is responsible for securing batting cages and maintenance of batting cage nets.

16.22. The Organization shall report any facility ~~damage, dangerous~~ dangerous conditions or ~~s-of 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.

23. The Organization ~~has the right to sell and install~~ is permitted to utilize non-permanent signs along the fences and scoreboards of certain designated fields located on the facility.

i. The Department, before installation, shall approve signs including installation materials and methods.

ii. All revenues generated from such ~~ch, h-use~~ shall be for the sole and exclusive use of the Organization.

17. ~~The Department, before installation, shall approve signs including installation materials and methods.~~

18.24. 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~~ Be 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. At the beginning of each contract period, the City will \$supply all locks necessary. All damaged or lost locks will be replaced by the City at the expense of the Organization. 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.

~~e.d.~~ The City reserves the right to remove any lock as deemed necessary by the Department and at the Organization's expense.

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- 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.
- vi. ~~Do all watering/irrigate of~~ fields as needed such as watering the dirt to cut down on the dust and allowed by the Department before practices and league games. When the fields are open, watering is not permitted to keep others off the playing field.
- vii. Supply all scoreboards and maintain all boards including bulb replacement within a reasonable amount of time. (approx. 3 weeks unless approved otherwise.)
- viii. ~~Keep buildings and rooms clean and free of litter.~~ Storerooms ~~must~~ shall be maintained in an orderly and safe condition at all times in order to meet the fire code requirements.
- a. Restrooms are not to be used as storerooms for any equipment or supplies.
- ~~i.a. Should items other than that which is restroom specific be found in the restroom, it will be disposed of.~~
- ~~ii.b. Maintain the premises in a safe and aesthetic manner, i.e. K~~keep all drags and other equipment stored and inaccessible to children.
- 19.25. Organizations are responsible for observing proper flag etiquette when displaying state and national flags on facility property.
- 20.26. 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 behavior including supervision of parking lots.
- 9-i. The ~~league Organization shall have an~~ official must inspect every field (playing surfaces) prior to the first game each day/night of league play or practices 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.
- 21.27. 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~~The president shall be the assigned acting 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 readily 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 all.~~
28. Organization officials, coaches or volunteers are restricted from driving vehicles of any description on park walkways or turf areas without prior permission.
10. i. The operation of motor vehicles and/or parking vehicles on turf areas is prohibited by City ordinance. It is the organization's responsibility to make sure all of their officials, coaches, spectators, participants and volunteers are aware of and comply with this ordinance.

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a. ~~No person shall drive or park any vehicles on any unpaved areas in any city park within the city limits except where directed by a city authorized and posted sign, police officer or city parks and recreation staff.~~

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11.b. ~~Any person who violates this section shall be guilty of a Class C misdemeanor and, upon conviction thereof, shall be punished by a fine of not less than \$1.00 nor more than \$500.00. (Code 1991, § 15-90; Code 2003, § 66-95)~~

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

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

23.30. ~~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 social media Facebook pages. The Organization is responsible to provide information to the Department by the required deadline in order for information to be included in media outlets such as the seasonal brochures, marquees, and website. Information must be authorization by the Department Director.~~

31. ~~The Organization is permitted authorized to use a City facility at no cost location, dependent on availability, and approval by the Director for board or league events such as uniform fittings, registration, board meetings, enrollments, etc.~~

12.i. ~~No practices will be approved from the Parks and Recreation Department.~~

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

i. ~~Postpone or suspend activity if severe weather 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.iv. ~~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.~~

#### D. Tournaments

1. ~~The Department will be notified of all tournaments via the tournament application by the Organization, none later than thirty-two (302) days weeks prior to tournament taking place. Notification of tournament is to include dates, who is hosting the tournament, and contact information for tournament host, and whom any and all net proceeds benefit.~~

i. ~~The tournament application must be approved by the Department.~~

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13-ii. All applicable fees must be paid at the time of reservation.

2. Organization may allow any teams affiliated with organization to utilize facilities for tournaments beginning February February 1 – October 31~~er 31~~ of each year and must be held between the established park ordinance hours.

~~1.~~

2. 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 point, field maintenance, litter control and crowd control during the duration of the tournament.

3. Concession operations will remain with the Organization or as authorized through this agreement. All concessions must operate with valid Harris County Health Department Permits required.

4. Food Truck Requirements must be met according to the following:

- i. Must obtain a 90-day permit from the city secretary's office. Requirements for city permit:
- ii. Proof of valid insurance policy;
- iii. Valid vehicle registration sticker;
- iv. Copy of sales tax permit and requirement that city shall be reported for all sales within the city;
- v. Menu of food items sold;
- vi. Copy of a federal or state government issued identification document or card for all persons working in mobile food service unit for registered sexual offenders check; and
- vii. Application must be completed at least ten days before start of operation in city.
- viii. Must have a health permit from the Harris County Public Health Department for food establishment.
- ix. Must have written permission of property owner to locate on private property (city parks or city property require written permission from the city).
- x. Must have access to flushable toilet within a facility with an occupancy permit on the same property as where the mobile food service unit is located.
- xi. Must be parked on a paved surface with adequate parking for patrons.
- xii. Cannot serve products from the roads, streets or rights-of-way.
- xiii. Cannot operate for more than 12 consecutive hours.
- xiv. Cannot park at any one location for more than 48 hours without occupancy permit from the city.
- xv. Cannot operate in a residential zoned area unless in a public park with the city's written permission.
- xvi. Cannot dispose of grease or grey-water on site.
- xvii. Must always have approved fire extinguisher and first aid kit in mobile food service unit

- ~~14.~~ Shall not provide a drive through service of any kind. (Ord. No. 4070, § 1—3, 4-16-2019)

- ~~3-5.~~ All policies and regulations that apply to the Organization listed in the lease agreement apply to all select teams and hosting entities.

**E. Third party usage (see application)**

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- ~~1.~~ **All third party games or tournaments must go through the Department.**
- ~~4.~~ **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.**
- ~~5.~~ **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.**
- ~~6.~~ **The Organizations regular league play, practices and associated events take precedence over all third party team play, practices, games, tournaments and associated events.**
- ~~7.~~ **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.**
- ~~8.~~ **3. 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.**
- ~~9.~~ **4. Third Party user will be responsible for all field preparation including any required marking paint, field maintenance, litter control and crowd control.**
- ~~10.~~ **5. All policies and regulations that apply to the Organization listed in the lease agreement apply to all.**
- ~~11.~~ **6. 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.**
- ~~7.~~ **The Department will receive notification of third party usage of facilities no later than two (2) weeks prior to utilization for tournaments, and games.**
- ~~12.~~ **Practices are subject to availability and approval of by the Department until 24 hours in advance 12:00 pm of a day of rental.**
- ~~13.~~ **8. Payments: The City will receive from the third party renter payment prior to usage.**

#### **E.F. Rain-out Policy**

1. Organization must abide by the City adopted Rainout Policy dated August 1, 2016 (Exhibit **AB**).

#### **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.

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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.

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#### **Annual Report Attachments:**

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1. **Current Copy of board approved Organization constitution and by-laws.**

2. **Proof of Insurance.**

3. **List of current officers and Board of Directors.**

— **Proposed annual calendar of events.**

4.

5. **Copies of all receipts for any current agreement's contributions must be provided to determine the total funds contributed to the facilities.**

6. **User Participation Report ([Exhibit B](#))**

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4. ~~**s in lieu of payment for current agreement.**~~

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5. ~~**If requesting, written contribution request in lieu of payment.**~~

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

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#### **Facility Usage**

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1. Girls Softball Complex

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a. Six (6) fields

b. Concession/Restroom building

c. Maintenance/Storage buildings

d. Batting cages

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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

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affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

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

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

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

Signed in duplicate, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Authorized organization:

Parks and Recreation Department Director

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Park Board Chairman:

City of Deer Park Mayor

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

## EXHIBIT A

### Glossary of Terms

1. **Recognized Organization** – A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
  - a. Established structure
  - b. Recommendation from Parks and Recreation Commission
  - c. Approval from City Council
2. **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.

**EXHIBIT BA**

**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](http://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**

- 1. Recognized Organization**—A recognized sports organization with the City of Deer Park is an organization that has been formally recognized by City Council as an established sports group within the City. Recognized organizations are eligible to use City facilities or Deer Park ISD facilities at discount fee rates or at no cost per the inter-local agreement. A recognized organization must have:
  - a. Established structure
  - b. Recommendation from Parks and Recreation Commission
  - c. Approval from City Council
- 2. 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.

DRAFT

## EXHIBIT C



# DRAFT

City of Deer Park Parks and Recreation Department  
610 E. San Augustine, Deer Park, TX 77536

### Tournament/Field Usage Application

Tournament/Field Site: Dow Park ☐ Minchen ☐ Spencerview ☐ Durant ☐  
Girls Softball Complex ☐ Adult Softball Complex ☐ Soccer Complex ☐

Sanctioning Organization: \_\_\_\_\_ Format (circle one): DE MDE RR Other

Name of Tournament: \_\_\_\_\_ Date (s) of Tournament: \_\_\_\_\_

Entry Fee: \_\_\_\_\_ Age Divisions: \_\_\_\_\_ Estimated # of teams: \_\_\_\_\_

Type of Tournament: Invitational ☐ State ☐ Regional ☐ National ☐ Qualifier ☐ Other ☐

Each Tournament Application must be accompanied by the all associated rental fees and a \$250 damage deposit (per complex). The deposit will be forfeited if the grounds and facilities are not left in the condition in which you found them.

CLASSIFICATION: Men ☐ Women ☐ Co-Ed ☐ Youth ☐

Slow-pitch ☐ Fast pitch ☐ Baseball ☐ Other Sport/Event: ☐

Tournament/Game Director: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_

Home #: \_\_\_\_\_ Cell #: \_\_\_\_\_ Email: \_\_\_\_\_

*I submit this application to the City of Deer Park for the use of the sport complex described above and certify the information is correct. I agree to exercise care and safety in the use of the facility and property and to hold harmless the City of Deer Park from all liability and medical expenses resulting from the use of the facility and/or property. I agree to adhere to the Deer Park policies for the complex I have rented. I further agree to pay in advance any fees associated with the request. Cancellations are to be received in writing a minimum of 48 hours in advance. I understand that alcohol is not permitted in any City building or in any City park including the complexes. If any evidence of alcohol is found, the damage deposit will be 100% forfeited.*

Signature of responsible party: \_\_\_\_\_ Date: \_\_\_\_\_

Printed name: \_\_\_\_\_





Name of Organization: \_\_\_\_\_

Name of Tournament Director: \_\_\_\_\_

at \_\_\_\_\_ (locations),

on \_\_\_\_\_ (dates).

**Organization Responsible Party** \_\_\_\_\_ agree to protect, defend, indemnify, and hold harmless the City of Deer Park, its officials, officers, employees, and volunteers free and harmless from and against any and all losses claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amount of judgement, penalties, interest, court costs and legal fees incurred by the City of Deer Park arising in favor of any party, including claims, liens, debts, personal injuries, death (including employees of the City of Deer Park), or damages to (property including property of the City of Deer Park) and without limitation by enumeration, all other claims or demands of every character occurring or in anywise incident to, in connection with or arising directly or indirectly out of the said agreement.

**Organization and Responsible Party** \_\_\_\_\_ agree to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto; even if the claims, demand or suit is groundless, false, or fraudulent. In any case, in which such indemnification shall not be construed to indemnify the City of damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees.

I further state, I am 18 years of age or older, legally competent, and authorized to sign this agreement on behalf of (Organization). I understand these terms are contractual and not a mere recital that I have signed this document as my own free act.

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date:

## EXHIBIT D



### **CITY OF DEER PARK**

### **POLICY FOR FUND-RAISING ACTIVITIES IN CITY PARKS AND RECREATION FACILITIES**

The City of Deer Park encourages all citizens, including employees of the City, to support charitable activities that benefit the community.

- City facilities shall include all property owned by the City of Deer Park, including buildings, parking lots, green spaces and parks.
- Fund-raising activities must be beneficial to Deer Park community organizations, citizens, and the community in general.
- All fund-raising activities shall be sponsored by non-profit Deer Park groups or organizations unless written permission is issued by the City otherwise.
- City facilities shall not be used for commercial enterprises or for personal gain, unless either
  1. there will be some direct benefit to the nonprofit organization sponsoring the fund raising activity, or
  2. the commercial enterprise is subject to an agreement with the City which is similar to other City agreements and notes that dates reserved by youth athletic organizations and local service groups for fund raisers will be excluded.
- Use of City facilities for fund-raising activities shall be approved, in advance, by the City of Deer Park.
- The sponsoring organization must submit a completed application in writing (see attached) for use of the facility to the Parks and Recreation Department who will review the fund-raising activities. In addition, the request shall also be submitted by the sponsoring organization to the Fire Department and the Police Department. The Fire and Police Departments must approve the proposal for compliance and applicable codes and ordinances regarding public assemblies, fire codes, and traffic laws. The Parks and Recreation Department shall then have the proposal submitted to the City Manager's office for approval. All City staff recommendations shall also be forwarded to the City Manager.
  1. At the discretion of the City of Deer Park staff, any fund-raising activity application may be subject to recommendation by Parks and Recreation Commission and or approval by the Deer Park City Council.
- If the sponsoring organization is dissatisfied with the decision made by the City Manager, they have the right to appeal the decision to the City Council.

## **EXHIBIT D**

- Permit application process is as follows:
  1. Applicant submits completed application 60 days prior to event(s) to Parks and Recreation Department.
  2. Application reviewed internally by Parks and Recreation Department staff.
  3. Application reviewed internally by City Manager's office.
  4. If applicable, application reviewed by Police and Fire Departments.
  5. If applicable, application reviewed by Parks and Recreation Commission for consideration and recommendation.
  6. If applicable, application is taken for City Council for consideration and approval.
  7. Once approved, the applicant will be notified of the applications approval.

## EXHIBIT D

### Fundraising in City Parks and Recreation Facilities

#### Permit Application

**Application Instructions:** This application must be submitted a minimum of **60** days in advance of the fundraising activity. All items must be completed. Please send the completed to [recreation@deerparktx.org](mailto:recreation@deerparktx.org) or turn application into the Parks and Recreation Administrative Office located at 610 E. San Augustine, Deer Park, TX 77536 between the hours of 7 am – 6 pm, Monday through Friday.

**Date Submitted** \_\_\_\_\_

**Organization/Sponsoring Group Name and Address**

\_\_\_\_\_  
\_\_\_\_\_

**Contact Person** \_\_\_\_\_ **Email** \_\_\_\_\_

**Phone (Home)** \_\_\_\_\_ **(Cell)** \_\_\_\_\_

**City Facility**

**Requested** \_\_\_\_\_

**Specific**

**Location** \_\_\_\_\_

**Nature and brief description of fundraising activity**

\_\_\_\_\_  
\_\_\_\_\_

**Proposed Date (s)** \_\_\_\_\_ **Hours of operation** \_\_\_\_\_

**Estimated number of Attendees** \_\_\_\_\_

**Purpose of Fundraising**

**Activity** \_\_\_\_\_

**Is this event open to the public?** Yes or No

**Are there other beneficiaries of this event?** Yes or No

**If yes, name of other organization(s) or**

**person:** \_\_\_\_\_

## EXHIBIT D

I, \_\_\_\_\_, as the host individual or organization representative, understand and agree to all terms set forth in this application. The information that I have provided is truthful and accurate. I hereby agree that if any claim, action or proceeding shall hereafter be brought seeking to hold the City of Deer Park liable on account of any debt, liability, or obligation, I will defend the City of Deer Park at my (our) sole expense against any claim or demand, or threats thereof, whether or not well founded, and hold the City harmless there from, together with reasonable attorney's fees and costs in connection with any defense there against. Furthermore, I (WE) shall indemnify and hold the City harmless from any such debt, liability or obligation. I agree to accept all responsibility related to this organization, any and all functions of this organization, and the participants visiting my establishment.

Applicant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

<b>For office use only:</b>	
Parks and Recreation Department Signature	
City Manager's office Signature	
<b>If applicable:</b>	
Police Department Signature	
Fire Department Signature	
<i>Parks and Recreation Commission Recommendation</i>	
<i>Deer Park City Council Approval or Denied</i>	
<b>Additional notes:</b>	
Approved ____ Denied ____ Reason if denied _____	
Date Approved or Denied: _____	

## EXHIBIT E

Umair A. Shah, M.D., M.P.H.  
Executive Director  
2223 West Loop South  
Houston, Texas 77027  
Tel: (713) 439-6000  
Fax: (713) 439-6080



Harris County  
**Public Health**  
Building a Healthy Community

Michael Schaffer, M.B.A.  
Division Director  
Environmental Public Health  
101 South Richey, Suite G  
Pasadena, TX 77506  
Tel: (713) 274-6300  
Fax: (713) 274-6375

### NON-PROFIT ORGANIZATION PERMITS

A food establishment is any business that prepares, processes, stores, serves or sells food and/ or drink directly to a customer, regardless of whether there is a charge for the food. In Texas, all food establishments must hold a current and valid permit issued by the local regulatory authority. If your business maintains a 501(c)(3) status as a non-profit organization from the United States Internal Revenue Service (IRS), the Harris County Public Health (HCPH), Environmental Public Health Division (EPH), may not charge a permit fee for the food establishment permit.

**\*NOTE:** The qualification for a no-charge permit does not exempt an establishment from maintaining a current and valid permit, and following all applicable rules and regulations.

In Harris County, all food establishments are required to operate under the guidelines set forth by the Texas Food Establishment Rules and the Rules for the Regulation of Food Establishments in Harris County, Texas, to help prevent foodborne illness and assist businesses in providing safe food to their customers.

To see if your business qualifies for a non-profit permit fee, submit proof of 501(c)(3) status when:

- Submitting the application for a fixed location food establishment, mobile unit, farmers' market, or food sample permit.
- Submitting a temporary event vendor application for a registered temporary event
- Registering a temporary event as the event coordinator

**\*NOTE:** At a non-profit temporary event, each temporary event booth vendor must be a non-profit or donate all proceeds to the non-profit hosting the event to qualify as a non-profit permit holder.

*HCPH is the local public health agency for the Harris County, Texas jurisdiction. It provides a wide variety of public health activities and services aimed at improving the health and well-being of the Harris County community.*

Follow HCPH on Twitter [@hcphtx](#) and like us on [Facebook](#)

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## Food Establishment Permits

### Why is it necessary to permit and inspect retail food operations?

The Centers for Disease Control estimates that approximately 76 million cases of foodborne illness occur each year, resulting in 5 thousand deaths. This alone, as well as the billions of dollars these illnesses cost the consumers and the industry each year, makes continuous improvement in the areas of food safety and sanitation a goal shared jointly by both the food industries and those with responsibility for regulatory oversight. These senseless deaths caused from mishandling foods can be reduced by providing regulatory oversight of retail food operations. The Texas Food Establishment Rules are the rules in place for regulatory programs in Texas to structure oversight activities to prevent foodborne illness.

### What type of businesses need a food establishment permit?

A food establishment permit is required for the handling, preparation, service or sale of any open food or beverage. Food establishment permits are also required for the sale of any prepackaged foods that require temperature control, with the single exception of packaged frozen desserts. A permit is not required for the sale of shelf-stable food, whole, uncut produce, or prepackaged items that do not require temperature control. Non-profit businesses are required to obtain a food establishment permit and must comply with all rules and regulations, but may be exempt from some fees. Examples of food establishments include: restaurants, retail grocery stores, convenience stores, caterers, hospitals, schools, day cares, bars, mobile food units, concession stands, and temporary events.

### How can I obtain a permit?

An Application for Food Establishment Permit can be obtained from Harris County Public Health, Environmental Public Health Division, [www.hcphtx.org](http://www.hcphtx.org), or call (713) 274-6300. The applications can be downloaded from the [Food Establishments](#) page.

### What are the Texas Food Establishment Rules (TFER)?

The TFER is a comprehensive set of rules for the regulation of retail food establishments. These rules are based on the 2013 FDA Model Food Code. In these rules, food establishments include: restaurants, grocery stores, mobile food vendors, temporary food establishments, roadside food vendors and others. A copy of the TFER can be downloaded from the [Food Establishments Laws & Rules page](#).

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## SHARED KITCHENS

A **shared kitchen** is a single facility that is used by more than one permitted food establishment. The following requirements are for shared kitchen food establishments who operate in the jurisdiction of Harris County Public Health (HCPH). Permits are issued and inspections conducted by the Environmental Public Health Division (EPH) of HCPH.

- Each food establishment business operating in a shared kitchen must meet all applicable requirements of the Texas Food Establishment Rules, the Texas Health & Safety Code, and the Rules for the Regulation of Food Establishments in Harris County, Texas.
- Facilities that do not have a current and valid food establishment permit from HCPH will be required to complete the pre-opening process.
- Each food establishment must post a valid and current Harris County Food Establishment Permit at the facility.
- Each food establishment must have at least one Certified Food Manager on duty during operation according to Harris County regulations.
- The food establishment owner must notify EPH within 10 business days of any change in the hours and days of operations from the information that was submitted on the permit application.
- All food must be obtained from an approved source and prepared at the permitted food establishment. All items and utensils must be stored at the food establishment.
- Storage areas (refrigeration units, storage shelves) must be adequate for all of the food items to be stored properly. These areas must be divided and clearly marked with each food establishment's name.
- It is the responsibility of each food establishment to ensure that the kitchen is clean and sanitized prior to use.
- The responsibility of the sanitation and maintenance of the facility and shared equipment will be placed upon the person in charge of the food establishment at the time of the HCPH inspection.
- All food establishments operating within the facility will be required to cease operations in the event of an imminent health hazard.

**Please contact Plan Review at [planreview@phs.hctx.net](mailto:planreview@phs.hctx.net) for more information.**

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Follow HCPH on Twitter [@hcphtx](https://twitter.com/hcphtx) and like us on [Facebook](https://www.facebook.com/hcphtx)

## TEMPORARY FOOD ESTABLISHMENT PERMITS

### ***What is a temporary food establishment?***

A temporary food establishment is a food booth at a temporary event that operates for no more than 14 consecutive days in conjunction with a single event or celebration. A temporary food establishment includes any booth at a temporary event that stores, prepares, packages, serves, or vends unpackaged food and/or drink including ice.

### ***What is the purpose of permitting and inspecting temporary food establishments?***

The primary goal of Harris County Public Health (HCPH) is to protect the public's health. To accomplish this, the Environmental Public Health (EPH) Division inspects and permits all temporary food service establishments to ensure the minimum requirements of the Texas Food Establishment Rules of the Texas Administrative Code 25 §228 are met.

### ***Will my temporary food booth be inspected?***

Yes. Both non-profit and profit temporary food establishments will be inspected by an EPH Investigator at least once during the event. Feel free to ask the investigator questions. The investigator is there to assist you in providing safe food to your customers and will check your food booth to ensure minimum requirements are met. Violations will require immediate correction or you will be directed to cease operations. Refer to the handout, **TEMPORARY FOOD ESTABLISHMENT OPERATIONAL REQUIREMENTS** for a list of the minimum requirements.

### ***Must temporary food establishments purchase a permit to operate?***

Yes. Temporary food establishments that are located in areas under HCPH's jurisdiction must obtain a temporary permit from EPH to operate.

- All booth operators that handle unpackaged food, drinks, and/or ice must have a permit.
- A separate temporary permit is required for every food booth at any given event and is only valid for one booth. If a food booth operator is operating more than one food booth, a permit must be purchased for each food booth.
- Operation of a food booth without a temporary permit could result in a citation issued to the person in charge of the food booth.

### ***Are there exemptions to the temporary food establishment permit?***

- Booths that sell only pre-packaged, single serving size, non-time/temperature control for safety food (candy, chips, frozen novelties) or unopened canned or bottle drinks are not required to obtain a temporary permit.
- Non-profit temporary food establishments that provide proof of their non-profit status (Tax Form 501C3) are required to obtain a temporary permit but are exempt from the permit fee. A non-profit temporary food establishment must be operated directly by members or volunteers of the charity organization and **all** proceeds go to the charity. A food booth which donates a portion of its proceeds to a charity, is **not** considered a non-profit temporary establishment.

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### ***How much does a temporary permit cost?***

The cost of a temporary permit is \$80.00, for timely purchase **at least two full business days prior to the beginning of the event**. Failure to purchase a temporary permit within this timeframe will result in a late temporary permit fee of \$160.00. Temporary permits are non-transferable and non-refundable.

### ***How do I obtain a temporary permit?***

The event coordinator must register the temporary event with HCPH online at <http://hcphtx.org/foodpermits> before booth operators can purchase a temporary permit for that event at EPH.

#### **To purchase a temporary food establishment permit:**

- **IN PERSON** – The temporary food establishment application can be filled out at the kiosk in our office. Payments can be made by cash, cashier's check, money order, or credit card.  
Harris County Public Health  
Environmental Public Health Division  
101 South Richey, Suite G  
Pasadena, Texas 77506  
Monday - Friday, 8:00 a.m. – 3:30 p.m.
- **ONLINE (at least 14 days before the start of the event)** – <http://hcphtx.org/foodpermits>. Fill out the temporary food establishment operational statement. Email notification of booth approval will contain an online payment link. Online payments will only be accepted at least 14 days before the start of the event or you may make payment in the EPH office by cash, cashier's check, money order, or credit card. Please note, in-office payments not received at least two full business days prior to the beginning of the event will be subject to the late temporary permit fee regardless of when the booth was approved.
- **ONSITE AT THE EVENT** – Late temporary permits can be purchased at the event for \$160.00 by credit card, money order, or cashier's check **if** the booth meets the minimum requirements. Food booths operating without a valid and current permit will be asked to close if the operation does not meet minimum requirements **and** payment for the permit is not available at the time of the EPH inspection. **Investigators will not collect cash at the temporary event.**

**NOTE:** The Fire Marshall's Office permits and inspects temporary events in unincorporated Harris County. Please call 713-274-1730 or 281-436-8030 or visit: <http://www.eng.hctx.net/permits/Fire/Fire-Code/Temporary-Food-Vendors-Festivals-Theatrical-Performances> for application and requirements.

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## TEMPORARY FOOD ESTABLISHMENT OPERATIONAL REQUIREMENTS

The primary goal of Harris County Public Health (HCPH) is to protect the public's health. To accomplish this, the Environmental Public Health (EPH) Division inspects and permits all temporary food service establishments to ensure the minimum requirements of the Texas Food Establishment Rules (TFER) of Texas Administrative Code 25 §228 are met. The TFER defines a temporary food establishment as a food booth at a temporary event that operates for no more than 14 consecutive days in conjunction with a single event or celebration. A temporary food establishment includes any booth at a temporary event that stores, prepares, packages, serves, or vends unpackaged food and/or drink including ice.

**IF ANY OF THE FOLLOWING REQUIREMENTS ARE NOT MET AND CANNOT BE CORRECTED IMMEDIATELY, THE TEMPORARY FOOD ESTABLISHMENT MUST CEASE OPERATIONS.**

### Food Supply

- Food must be in sound condition, free of contamination and shall be safe for human consumption.
- Food must be prepared on-site or from an approved and permitted commercial source and not be prepared in a private home.
- Food, including ice, must be stored in clean, sanitized, covered containers and protected from contamination. Loosely packaged foods may not directly contact ice if water can penetrate the package.
- Time/temperature control for safety foods must be maintained at 41°F or below or at 135°F or above and cooked to the proper temperature. The booth must have sufficient equipment to maintain food temperatures.

### Equipment

- A metal stem thermometer must be provided to check food temperatures.
- Food preparation utensils must be durable.
- All items provided for customer use must be single-service items.
- All food contact equipment and utensils, including single-service items, must be protected from contamination.
- The booth must have a warewashing set-up with 3 containers large enough to immerse the largest piece of equipment, sanitizer available on-site, and a means to heat water to wash, rinse, and sanitize food contact equipment and utensils.
- The booth must have a handwash set-up with warm water in a spigot container, soap, paper towels, and catch pan. Booths selling only commercially pre-packaged foods in their original containers are exempt from a handwash set-up.

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## Employees

- Disposable gloves and hair restraints must be provided for all booth staff.
- An Employee Health Condition Reporting Sign or an agreement signed by each employee that details the employee health reporting policy must be at the booth. This sign is available at EPH or [www.hcph.tx.org](http://www.hcph.tx.org).
- The booth must have at least one person on-site who has a minimum of a state accredited **Food Handler Certification**. Information on the HCPH Food Handler Certification is available at [www.hcph.tx.org](http://www.hcph.tx.org) or on the Texas Department of State Health Services website. This includes non-profit event volunteers.
- No one shall eat, drink, or smoke while preparing food.

## Facility

- Water must come from an approved source for food preparation, handwashing, warewashing, and sanitizing.
- Waste disposal facilities or containers must be provided to retain all liquid and solid waste and wastewater.
- Toilets must be available.
- The booth must have walls and ceilings to protect from weather, windblown dust, birds, and debris. All food preparation and contact surfaces must be protected from contamination by the public and pests.
- The booth floor must be free of water accumulation on a non-absorbent, hard surface (concrete or asphalt) unless covered by mats, removable platforms, or duckboards to control dust and mud.
- The temporary permit must be onsite and posted in public view.

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