



City of Hutto

Agenda

Parks Advisory Board

Wednesday, December 14, 2022 at 6:30 PM

Council Chambers

In accordance with the Texas Open Meetings Act this meeting agenda is posted for public information, continuously, for at least 72 hours prior to the scheduled time of the meeting on the bulletin board located on the exterior wall of the City Hall building at 500 West Live Oak, Hutto, Texas. This meeting agenda is also accessible via the Internet at huttotx.gov

1. CALL SESSION TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. AGENDA ITEMS

- 4.1. Consideration and possible action on the meeting minutes from the regular scheduled Parks Advisory Board meeting held on November 9, 2022.
- 4.2. Presentation from Hutto Youth Baseball and Softball Association for 2022.
- 4.3. Discussion and possible action on the Fritz Park design.
- 4.4. Discussion and possible action on Veteran's Memorial.
- 4.5. Discussion and possible action on approving an Athletic Facility Use Agreement with Hutto Youth Baseball and Softball Association (HYBSA).

5. OTHER BUSINESS

- 5.1. Discussion and assigning Parks Board members as park liaisons.
- 5.2. Discussion on Parks project and prioritization list.
- 5.3. Discussion on Park projects and timelines.

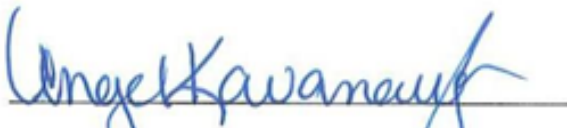
6. DIRECTOR'S REPORT

7. ADJOURNMENT

8. CERTIFICATION

I certify that this notice of the December 14, 2022 Hutto Parks Advisory Board meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on December 9, 2022 at 5:00 P.M.




Angel Kavanaugh, Management Assistant

The City of Hutto is committed to comply with the Americans Disability Act. The Hutto City Council Chamber is wheelchair accessible. Request for reasonable special accommodations must be made 48 hours prior to the meeting. Please email the City Secretary's office at City.Secretary@huttox.gov or call (512) 759-4033 for assistance.

AGENDA ITEM REPORT

4.1.



To: Parks Advisory Board
Subject: Consideration and possible action on the meeting minutes from the regular scheduled Parks Advisory Board meeting held on November 9, 2022.
Meeting: Wednesday, December 14, 2022
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Parks Advisory Board meeting minutes 11.9.2022



City of Hutto

Minutes

Parks Advisory Board

Wednesday, November 9, 2022 at 6:30 PM

City Council Chambers

1. CALL SESSION TO ORDER

Meeting called to order at 6:35 PM

2. ROLL CALL

Members of the Parks Advisory Board present were; Charlotte Tyer, David Myers, Katie Weiss, Sharon Dyer and Perry Savard.

3. PUBLIC COMMENT

No public comment

4. AGENDA ITEMS

- 4.1. Consideration and possible action on the meeting minutes from the regular scheduled Parks Advisory Board meeting held on September 14, 2022.

A motion was made by Sharon Dyer to approve the meeting minutes from the regular scheduled Parks Advisory Board meeting held on September 14, 2022. seconded by Katie Weiss. Motion passed 5 Ayes to 0 Nays.

- 4.2. Discussion and possible action on Veteran's Memorial.

No action was taken

- 4.3. Conduct a Public Hearing and consider the adoption of an Ordinance amending Sections 10.609 Parkland and open space dedication, of the Hutto Unified Development Code to update the minimum standards and fees related to parkland and open space dedication requirements.

A motion was made by Chair Perry Savard to Conduct a Public Hearing and consider the adoption of an Ordinance amending Sections 10.609 Parkland and open space dedication, of the Hutto Unified Development Code to update the minimum standards and fees related to parkland and open space dedication requirements, seconded by Member David Meyers.

Commissioner Meyer suggested adding the word "conditionally" in 10.609.4.1 (3)....The Parkland Dedication Plan shall be conditionally approved by the Parks and Recreation Director or designated agents at the conceptual plan stage and approved by the Parks Advisory Board and Parks and Recreation Director prior to the preliminary plat stage and/or site plan development. The PAB was concerned about how plans could change from the conceptual stage to the preliminary plat stage and how that

could lead to disputes.

Motion passed 5 Ayes to 0 Nays.

4.4. Consideration and possible action on the 2018 Parks Bond.

Discussion on Fritz Park redesign timeline
No action was taken

5. OTHER BUSINESS

5.1. Discussion of Recreation events.

Staff discussed the following events:
Frights at Fritz
Halloween House Decorating Contest
Adult Leagues
Tree Lighting
Youth Basketball

5.2. Discussion of FY 21-22 Parks and Recreation accomplishments.

Staff presented a list of achieved goals, completed tasks, and parks improvements that have been completed in FY 21-22

5.3. Discussion of FY 22-23 Parks and Recreation goals.

Staff presented an outline of goals for hiring new staff, park improvements, and new programs.

6. SUPERINTENDENT'S REPORT

Staff discussed upcoming park improvement projects
Staff presented a design for Fritz Park basketball court
Staff presented a design for Mager Fence Mural

7. ADJOURNMENT

Meeting Adjourned at 8:12 PM

8. CERTIFICATION

I certify that this notice of the November 9, 2022 Hutto Parks Advisory Board meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on November 4, 2022 at 5:00 P.M.

Chair Perry Savard

AGENDA ITEM REPORT

4.2.



To: Parks Advisory Board
Subject: Presentation from Hutto Youth Baseball and Softball Association for 2022.
Meeting: Wednesday, December 14, 2022
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

Per our agreement, Hutto Youth Baseball and Softball Association (HYBSA) is required to make a presentation annually to the Parks and Recreation Board outlining detailed financial reports and a general overview.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

4.3.



To: Parks Advisory Board
Subject: Discussion and possible action on the Fritz Park design.
Meeting: Wednesday, December 14, 2022
Department: Community Services
Staff Contact: Jeff White

BACKGROUND INFORMATION:

In 2019, Hutto voters approved a bond package for \$50 million dollars for Parks and Recreation. The Parks and Recreation Master Plan priority #1 is to improve Hutto's existing parks with upgraded and new features and amenities. The goal is to elevate the overall user experience. Priority #2 expands the parks system to meet the capacity needs for a range of recreation activities through the development of new features in existing parks as well as the acquisition and development of new parkland. Priority #6 is to develop a splash pad at Fritz Park.

SUMMARY OF REQUEST:

Representatives from Burditt Consultants will be leading a presentation on a design for Fritz Park.

STAFF REVIEW:

FISCAL NOTES:

None applicable

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

4.4.



To: Parks Advisory Board
Subject: Discussion and possible action on Veteran's Memorial.
Meeting: Wednesday, December 14, 2022
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

County Commissioner Russ Bowles has requested the Parks and Recreation Department examine the option of adding a Veteran's Memorial in Hutto. The original concept was for Williamson County to design a few options and then have the Parks Board decide on a location. This direction changed in the summer of 2022.

SUMMARY OF REQUEST:

A panel consisting of staff, parks board members, and a representative from the American Legion are reviewing ideas and possible locations.

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

4.5.



To: Parks Advisory Board
Subject: Discussion and possible action on approving an Athletic Facility Use Agreement with Hutto Youth Baseball and Softball Association (HYBSA).
Meeting: Wednesday, December 14, 2022
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

Staff is requesting to enter into a Facility Use Agreement with Hutto Youth Baseball and Softball Association (HYBSA) with effective dates of January 1, 2023 through December 31, 2023.

This agreement is in compliance with the Code of Ordinances Section 18.02.004 Youth sports association fees and requirements

(a) Contract Required.

Youth sports associations must meet with the parks and recreation director or an appointed agent and agree to terms in a written contract agreement. This contract will cover fees, policies, procedures, and guidelines as to the acceptable uses, maintenance, operation and standards in which city facilities will be maintained.

(b) Basic agreement terms; fees.

(1) Youth sports associations shall reimburse the city for all electric costs during the months that their programs are in session.

(2) All youth associations will be required to submit demographic and financial information regarding resident and nonresident usage on an annual basis.

(3) All youth associations will be required to pay a nonresident fee, per season, for each nonresident child in the association, as provided in the fee schedule.

(4) All youth associations may be subject to a minimum individual player fee for each participant for each season of play, as provided in the fee schedule.

(5) All youth associations shall reimburse the city for the cost of marble dust, paint, and infield topping used (outdoor field sports) unless addressed by a City Council-executed Facility Use Agreement.

(6) All youth associations utilizing city athletic fields must require criminal history background checks on all coaches by an agency approved by the City manager or his/her designee.

(7) Coaches and parents must be currently certified and/or trained by an agency approved by the city manager or his/her designee.

(8) Contract terms run on the calendar year and are subject to review and renewal on an annual basis.

HYBSA is a 501c3 nonprofit run by volunteers. They collaborate with the City to provide recreational baseball and softball programs for the City's youth. Per this agreement, it outlines which fields and

AGENDA ITEM REPORT

4.5.



days HYBSA has access to Mager fields (Blue, Red, and Orange) and Holmstrom field for games and practices.

SUMMARY OF REQUEST:

The City and HYBSA have entered into an annual Facility Use Agreement since 2019. The changes from the 2022 agreement are as follows:

- Section 8 Subheading l: The language was changed to reflect the recently adopted Section 18.02.002 of the Parks and Recreation Ordinances.
- Section 9 Subheading d: 1) Both parties agreed on a \$500 flat fee for All-Star field and light use. Previously, there was a per-hour charge. 2) The Tournament Team Fee was lowered from \$25 per team to \$10 per team.
- Section 11 Subheading a: The financial reporting deadline was extended to thirty (30) business days after the season.
- Section 13 Subheading c: The field closed time was extended from November 15 to December 31.

The Director of Parks and Recreation will oversee the agreement and operations to ensure compliance.

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. HYBSAFUA2023

**CITY OF HUTTO
PARKS AND RECREATION
ATHLETIC FACILITIES UTILIZATION AGREEMENT FOR
HUTTO YOUTH BASEBALL AND SOFTBALL ASSOCIATION**

This Athletic Facilities Use Agreement (the “Agreement”) is entered into on this ____ day of _____ (the “Effective Date”) between the City of Hutto, a home-rule municipal corporation in the State of Texas (herein called “City”), by and through its Parks and Recreation Department, and the Hutto Youth Baseball and Softball Association (herein called “Association”), individually referred to as “Party” or collectively the “Parties.”

Recitals

WHEREAS, the City is a home-rule municipal corporation that has the authority under Local Government Code Chapter 282.003(a) to grant the use of the municipality’s public grounds by ordinance; and

WHEREAS, Chapter 18, Article 18.02, Division 1, of the Code of Ordinances (the “Parks and Recreation Ordinance”), pursuant to Section 18.02.004, allows youth sports associations and recreational programs to use public facilities provided and maintained by the City and establishes certain required contract terms and fees; and

WHEREAS, the Parks and Recreation Ordinance requires the City to enter into a written contract agreement with the Association and that it contains specific terms; and

WHEREAS, the Association is a youth sports association operating a volunteer baseball and softball program that works with the City to provide baseball and softball programs to the City’s youth; and

WHEREAS, the Association desires to enter into an agreement with the City to use its facilities for its youth baseball and softball programs for the calendar year 2023.

NOW, THEREFORE in consideration of the foregoing premises and mutual covenants hereinafter set forth, the Parties agree as follows:

Agreement:

1. **Incorporation of Recitals:** The recitals are hereby accepted as true and are incorporated and adopted as part of this Agreement.
2. **Purpose:** The Association may use public athletic facilities that are provided and maintained by the City of Hutto. In return for the use of those facilities, the Association hereby agrees to abide by the following standards, requirements, and policies established by the City of Hutto Parks and Recreation Department, with the understanding that failure to abide by these

standards and policies could result in restriction of facility use or the cancellation of this Agreement.

3. **Nature of the Agreement:** The Association will sign this Agreement with the City specifying league management and sports guidelines, insurance requirements, budget and fiscal controls, concessions, field scheduling, and follow/adhere to the schedule of required documents and deadlines. The Agreement will be signed prior to the Association advertising and conducting registration for a new season. The Parks and Recreation Department reserves the right to not renew this agreement.
4. **Term:** The term of this Agreement shall be from January 1, 2023 through December 31, 2023.
5. **Annual Financial Reports:** The Association will be required to make a presentation annually to the Parks and Recreation Board outlining detailed financial reports and a general overview of the Association.
6. **Communication with the City:** The Association shall maintain a communication network with the City through the President of the Association for facility requests or needs. Any member of the board may contact the City if the two listed points of contact cannot be reached.
7. **Repairs or Services to City Facilities Prohibited:** **No Association member or representative shall approve or authorize any repair or services to City facilities on behalf of the City. Any services rendered under these conditions shall be the financial responsibility of the Association and may result in the cancellation of this agreement.**
8. **League Management and Sports Guidelines:**
 - a. The Association will submit its practice and game schedules as well as current (in-season) tournaments, camps, or clinics, via email to pard@huttotx.gov within three (3) weeks after the close of registration in order to prevent double bookings and other scheduling conflicts. Failure to comply could result in a loss of fields.
 - b. All age groups, divisions, or leagues, shall have equal access to available field use time, subject to this Agreement and the schedule approved by the City Parks and Recreation Department. All-Stars or tournaments are subject to Tournament rental fees.
 - c. Any expansion or changes (such as post-season tournaments or All-Stars) in Association programming that may affect field preparation or league programming must be pre-approved by the Parks and Recreation Department. Written requests must be submitted at least fifteen (15) business days in advance to pard@huttotx.gov. Decisions will be based on the overall benefit to the participants, as determined by the City.
 - d. The Association will adhere to all City Ordinances and policies that regulate the use of City athletic fields and facilities.
 - e. Each Association must provide an update on its non-profit IRS 501(c)(3) status. It must be in good standing with the IRS and other local, state, and federal agencies.
 - f. All park rules shall be adhered to at all times.

- g. All Association coaches must have a current ID.
- h. All Association players must be listed on a current team roster.
- i. The Association is responsible for removing trash/debris in and around athletic fields and facilities, parking lots, and open spaces that are the direct cause of their play, practice, or games.
- j. The Association is responsible to ensure athletic fields and facilities lighting is operational only during periods of use for the pre-approved activity. Under no circumstance should field lights be on with no activity present.
- k. When offering youth sports for those under the age of eighteen (18), the Association must comply with the following:
 - i. Before the first game of each season, the Association must implement a mandatory background check completed on all coaches by a reputable organization that is approved by the City. New coaches added at any time during the year must also undergo this background check. Background checks must be completed on each coach at least one time per year. The Association must email the City at pard@huttotx.gov a detailed list of coaches, when the background check was completed, and confirm that each coach utilized by the Association for this Agreement term has passed their background check.
 - ii. Scorekeepers and bookkeepers can be parents or adults over sixteen (16).
 - iii. Before the first game of each season, all coaches, and necessary participating parents, must go through an approved coaches training program that is pre-approved by the City.
 - iv. All parents and spectators must watch a video series regarding appropriate behavior and decorum.
- l. The Association is responsible for ensuring there is no alcohol present on City property. (Sec.18.02.002)
 - i. It shall be unlawful and considered a class C misdemeanor offense for anyone to consume any alcoholic beverage, or possess an open container that contains any amount of an alcoholic beverage, in all designated parking areas, or within twenty-five (25) feet of either side of any roadway, within the boundaries of the City-owned public parks located within the City limits.
 - ii. Alcoholic beverages are prohibited at any and all organized youth sports activities or programs within City park property. Any event that wishes to sell alcoholic beverages at an event using public park facilities must meet any and all required

state alcoholic beverage commission requirements as set by the city special event request form required by the City's police department.

- m. Any and all signage (banners, flyers, menu boards, etc.) temporary or permanently mounted at the City fields, fences, or inside the area must be approved by the Parks and Recreation Department. Signage must be removed at the end of each season.

9. **Fee Requirements:**

- a. The Association shall pay fees to help recover a portion of the operations costs of providing and maintaining athletic fields and facilities, including reimbursing the City for all electric costs during the months that the Association's programs are in session. These fees shall be \$ 15.00 per resident registration and \$ 20.00 per nonresident registration.
- b. The Association will pay a fee to use concessions. The rental of Holmstrom field does not secure the Holmstrom concession rental.
- c. Field preparation (stripping, dragging, and chalking) will take place prior to the start of the first scheduled game for that day. The City of Hutto will cover this cost. Additional field preparation will be at the cost of the Association.
- d. All fees are for each season. Fees are due to the City within fifteen (15) business days of the conclusion of the season. Failure to pay fees in a timely manner may result in loss of field privileges.

Association Fees

Light Fee	\$20 per hour per field
Resident Fee	\$15 per player per season
Non- Resident Fee	\$20 per player per season

Out-of-Season Tournaments Field Rental Fees (Mager and/or Holmstrom)

Field & Light Rental	\$500 per season
Deposit	Waived
Gate Fee (if approved)	20% of fee
Team Fee (All-Star Only)	\$10 per team

Concessions Fees (Mager and/or Holmstrom)

Rental fee (Weekend)	\$50 per day
Rental fee (Weekday)	\$15 per day
PARD Staff (if necessary)	\$25 per hour
Deposit	\$500 refundable per season

Additional Field Maintenance Fees

Re-Chalking	\$25 per field
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- e. The Association may not charge any fees without prior approval of the City for any event. Each event will be considered separately. The Association shall not sub-lease facilities or collect fees from any other use of the facilities without prior permission. (Example: independent tournaments, inter-league scheduling, etc.).
- f. Potential sponsors and sponsorships must be appropriate for minor and youth sports participants. The City reserves the right to deny a sponsor if they are not deemed appropriate.
- g. Requests to sell items or have vendors sell items on City property must be pre-approved by the Parks and Recreation Department.

10. **Insurance Requirements:**

- a. Individual players, participants, or spectators are not covered by any insurance policy held by the City of Hutto.
- b. The Association shall carry commercial general liability insurance with a minimum coverage of \$1 million for each occurrence, with at least \$1 million aggregate. The City of Hutto shall also be listed as an additional insured on the policies. Insurance policies that do not meet these requirements will be forwarded to the City's Legal Department for review. Acceptance is at the City's sole discretion. **Proof of insurance must be submitted by January 31st of each year.**
- c. Glass breakage or other damage to vehicles on right-of-ways or in parking lots are not subject to coverage under the City's insurance policy. Theft, vandalism, or damage to personal vehicles parked on the park property is not subject to any coverage by the City of Hutto and **the City shall be released, indemnified, and held harmless from such incidents.** It is recommended that participants and spectators carry their own auto insurance and lock their vehicles during events at City facilities.
- d. Theft or loss of property/damage to equipment and supplies caused by inclement weather or any other means is not the responsibility of the City of Hutto. **All participants release, indemnify and hold the City harmless from and against any damages from such incidents.** This includes all items stored in concession facilities, meeting rooms, and storage areas.
- e. **THE CITY'S PARKS AND ALL FACILITIES ARE ACKNOWLEDGED BY THE ASSOCIATION TO BE ACCEPTED IN AN "AS IS" AND "WHERE IS" CONDITION AND NO REPRESENTATIONS OR WARRANTIES AS TO FITNESS, SAFETY, HABITABILITY OR SUITABILITY ARE MADE BY THE CITY, SAID REPRESENTATION AND WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE CITY DOES NOT GUARANTEE OR WARRANT THAT THE PARK, THE FACILITIES, THE SERVICES TO BE PROVIDED BY THE CITY, OR LIGHTING FACILITIES OR OTHER EQUIPMENT WILL BE APPROPRIATE, EFFECTIVE OR USEABLE BY THE**

ASSOCIATION. THE CITY SHALL NOT BE HELD RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY FAILURE TO FURNISH OR MAKE AVAILABLE ANY FACILITY, SERVICE OR EQUIPMENT.

- f. THE ASSOCIATION ACKNOWLEDGES THAT ITS ACTIVITIES AND ITS INTENDED USE OF CITY FACILITIES CARRY INHERENT RISKS AND MAY RESULT IN INJURY TO PERSONS AND LOSS OR DAMAGE TO PROPERTY. THE ASSOCIATION SHALL INSPECT ALL FIELDS AND FACILITIES PRIOR TO ANY USE AND ASSUMES ANY DAMAGE OR LOSS ARISING FROM THE ASSOCIATION'S NEGLIGENCE. THE ASSOCIATION SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY AND ITS OFFICIALS, OFFICERS, EMPLOYEES AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, INJURIES, AND LOSSES IN ANY WAY ARISING FROM THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE ASSOCIATION.**

11. Budget and Fiscal Controls:

- a. The Association will submit within thirty (30) days after each season ends, copies of a detailed financial report, including all final participation numbers (resident and non-resident). If the Association conducts a spring, summer, and fall season, the Association should submit a seasonal financial statement with an amended annual statement at the conclusion of all seasons. The report should include a cash flow report showing income, expenses, and all fund balances for all league play and any tournaments, clinics, or camps. An audit may be performed by the City of Hutto and the Association shall make its books and records available to the City within five (5) days.
- b. To assure fiscal control, the Association will:
 - i. Use a checking account. No cash reimbursements above \$25.00 shall be made to any individual or organization. All cash reimbursements must be accompanied by a receipt.
 - ii. Keep all canceled checks and records in compliance with non-profit status
 - iii. Submit documentation that verifies valid non-profit or IRS 501(c) (3) status.
 - iv. A separate line item for the payment of officials must be included within the financial reports.
 - v. Immediately notify Hutto Parks and Recreation Department at pard@huttotx.gov, of any financial difficulty.
 - vi. Association must submit a written Cash Handling policy by January 31st of each year.
 - vii. Association must use best practices for records and storage retention.
- c. The City reserves the right to inspect the Association's financial records at any time. All financial documents must be provided within twenty-four (24) hours of a written request

from the City of Hutto. It will be the Association's responsibility to provide all requested items.

12. Concessions:

- a. Associations may operate concession stands under the following guidelines:
 - i. Under this Agreement, the Association is responsible for the operations of the concession stands and must submit a copy of the concession menu list to the City before the first game of each season.
 - ii. The Association must pick up litter/trash in the area of its facility each game day. This includes the breakdown of all boxes. Non-compliance with concession and litter collection will result in the forfeiture of concession privileges by the association.
 - iii. Associations may not subcontract the concession facility to a third party.
 - iv. Sales of goods (such as opening and closing day events, camps, and fundraising events) on City property should be scheduled with the Parks and Recreation Department and are not covered by any separate concession agreements between the Association and a third party.
 - v. Any other sales of concessions not identified in this Agreement must comply with and pay fees as required under the current City ordinances.
- b. The Association must follow local, state, and federal laws regarding food preparation. Association is responsible for any warnings or citations from the Williamson County and Cities Health District if food handling regulations are not followed.
- c. The Association must contact the Parks and Recreation Department at pard@huttotx.gov to confirm reservations of concession stands. Mager concessions will be available on game dates. The rental of the Holmstrom field does not secure the Holmstrom concession rental.

13. Scheduling – Status of Playing Conditions:

- a. The Parks and Recreation Department has final authority in field allocations.
- b. The Association and the City will share a google document that will hold the Association's practice and game dates and times. This google document is to be edited by the Association, and must be kept up to date. The Association must notify the City with any changes to the practice or game schedule five (5) business days before the proposed schedule change.
- c. All game fields must be reserved through the Parks and Recreation Department. All game fields are closed to reservations from December 31st to January 31st and August 1st to August 31st to allow proper maintenance, upkeep, and renovation. Any exception must be approved in writing by the Director of Parks and Recreation.

- d. Field preparation requests **must** be submitted to pard@huttotx.gov a minimum of ten (10) business days before the start of the season.
- e. The City must be immediately notified at pard@huttotx.gov of any proposed game cancellations. The City has the absolute authority to close the parks and facilities in the event of inclement weather, wet grounds, man-made issues, or any other “act of nature” that causes questionable playing conditions.
- f. Make-up games or practices must be submitted to pard@huttotx.gov at least five (5) business days before any games or practices, unless such make-up games or practices use existing reserved days and times.
- g. City parks and fields close at 11:00 p.m. as set by City ordinance. Any formal exemptions must be requested at least seven (7) business days in advance by emailing the reasoning and justification to pard@huttotx.gov. The City has sole discretion whether to grant such an exception for programming purposes.

14. Field/Facility Use and Enhancements:

- a. The Association may not make any permanent improvements without the written approval of the City. Permanent improvements will be subject to City inspection and must meet City codes.
- b. Field maintenance will be done by the City. The Association will pay the City to perform this service.
- c. The Association is required to report any broken, damaged, or unsafe items via pard@huttotx.gov.
- d. Association shall pick up all trash on and between all playing fields, dugouts, restrooms, bleacher areas, and parking areas (where applicable and within reason) and disposed of such trash into trash receptacles on the scheduled game and practice days. If the trash receptacles become full, it is the responsibility of the Association to empty them into the dumpster. The Association must replace the receptacles with bags provided by the City. Failure to clean ground trash and trash receptacles will result in a \$25 per hour per person fee for the cleaning of facilities.
- e. Scheduled game times may begin no earlier than 8:00 a.m. and conclude no later than 11:00 p.m.
- f. The City is not obligated to provide storage or meeting space for the Association, the participants, or any other user groups. Any City property storage area that is made available to the Association, the participants, or any other user groups shall be maintained in a clean and orderly manner or the user’s privileges will be revoked. Any additional storage areas that are needed must be pre-approved and comply with the City of Hutto building and permit standards.

15. **Field Allocations:**

- a. The Parks and Recreation Department has approved the following field assignments:

The Association shall use the athletic fields at Mager Field, Creekside Field, and Holmstrom Field. **Field allocations remain in effect throughout the contract period subject to any changes made by the City.**

- b. The City reserves the right to offer the fields for reservations by other parties when not in use by the Association.
- c. Holmstrom field is closed to the Association on Monday, Wednesday, and Thursday nights. Mager fields will be closed to the Association on Thursday nights.

16. **Tournaments, Clinics, Camps, and Special Events:**

- a. Tournaments must be approved in writing by the City and cannot be scheduled on the date of a City of Hutto Special Event unless otherwise approved. Tournaments are defined as a special series of play that includes teams either in or out of the Association. This includes tournaments that are exclusive to the Association's teams only.
- b. Requests for use of City facilities/fields for tournaments and special events must be made in writing at least six (6) weeks in advance. Tournaments and special events must not be scheduled or advertised in advance until the Association receives written approval from the City.
- c. Out-of-season or All-Star Tournaments may only be scheduled within the allowable dates according to this contractual Agreement. The Association will be charged \$10.00 for each team participating in the tournament.
- d. Gate fees may not be charged for entry into any public park without the written consent of the Parks and Recreation Department.

17. **Revocation of Contract:**

- a. Enforcement of this Agreement will be implemented through periodic monitoring by the Parks and Recreation Department.
- b. Failure to comply with all of the provisions set forth in this Agreement may result in this Agreement being immediately revoked without notice by the City and all privileges set forth being eliminated.
- c. Reapplication for use of City facilities may be presented to the City and Parks and Recreation Advisory Board the following season.

18. Schedule of Required Documents and Deadlines:

The list below summarizes all required documentation that must be presented to the City of Hutto Parks and Recreation Department. All forms are to be submitted to the Parks and Recreation Department at the following address:

Hutto Parks and Recreation Department
500 West Live Oak Street
Hutto, TX 78634

OR pard@huttotx.gov

If required documents are not timely or properly submitted, the City of Hutto reserves the right to terminate this Agreement including field prep, concession privileges, and field lights. If the City terminates this Agreement, the Association will forfeit all rights of use of all athletic fields and facilities, concession privileges and field lights.

Section	Documents Required	Due Date
8(k)	List of coaches and completed background checks	Before the first game of each season
8(k)	Documentation of the coach's training/certification completed	Before the first game of each season
8(k)	Documentation of the parents' training program completed	Before the first game of each season
10(b)	Copy of Insurance as described	By January 31
11(a)	Detailed financial reports as described	Within 30 days of the end of each season
11(b)	Cash handling policy	January 31
12(a)	Copy of concessions menu list	Before the first game of each season
13(d)	Additional field preparation requests as described	10 business days' notice before the start of the season
8(a)	Practice and Game Schedule	Within 3 weeks after the close of registration
13(b)	Changes to Practice or Game Schedule	5 days before proposed change
16(b)	Tournament Schedule	6 weeks in advance

19. **City-Owned Field Maintenance Agreement:**

- a. The City will maintain the infields, fencing, grass, and lighting.
- b. The City will paint field lines on the grass when deemed necessary by the City.
- c. The City will prepare and maintain the restrooms in a safe and sanitary condition.

- d. The Association will receive keys or codes to the fields and be responsible for unlocking/locking the fields or facilities.
- e. The Association will be responsible for the adjustments of bases and mounds during games. The Association is responsible for moving bases for any additional games played after bases have been set by the City. Any damages to or missing City-owned equipment will result in a fee based on the price of the damaged or missing equipment.
- f. The Association is not permitted to perform any field repairs, dragging, or other maintenance. If additional maintenance is needed, the Association must pay a fee of \$25 per hour per Groundskeeper needed.
- g. The Association will prohibit its coaches and players from hitting softballs/baseballs into any Ballfield fences unless it occurs in the natural course of a game. Failure to enforce this policy may result in the Association incurring costs associated with the repairs of the fencing or termination of this Agreement.
- h. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league practices, games, scheduled tournaments, special events, and make-up games approved by the City.
- i. Field lights will be turned on no earlier than thirty (30) minutes prior to sunset and will be turned off at the earlier of either the completion of scheduled games for that day or 11:00 p.m.
- j. The Association is responsible for ensuring that athletic fields and facilities lighting is operational only during periods of use under this Agreement. Under no circumstance should field lights be on with no activity present.
- k. Failure to comply could result in the cancellation of this Agreement and/or a charge-back of costs to the Association.

20. Field/Facility Inspection and Closure Agreement:

- a. The City will close the fields/facilities under the following conditions:
 - i. A City-sponsored event is scheduled.
 - ii. The fields need to be rested due to usage.
 - iii. The athletic fields and facilities are too wet and unplayable for games.
 - iv. The athletic fields and facilities need to be closed in the interest of participant safety and/or preservation of the playing surfaces.

21. Procedures for Athletic Fields and Facilities Closure:

- a. The primary responsibility to determine athletic fields and facilities closure decisions shall rest with the City.
- b. The appropriate Association contact has the responsibility to inform the Association and participants concerning field closure decisions and will also render a final game-day decision on the weekends when necessary.
- c. The City will inspect the athletic fields and facilities by 3:00 p.m. on the game and/or practice day.
- d. The City will render a decision based on field conditions and/or the weather.
- e. The decision of the City will be final.
- f. If inclement weather becomes a factor after 3:00 p.m. the umpires and/or Association officials shall follow the same guidelines for deciding cancellation or postponement.

22. **Limitations of Liability:** Under no circumstances will the City be liable for any claim, loss, damage, or injury, whether to persons or property, in connection with the use of City parks or facilities or in any way arising from this Agreement. An Association's sole remedy in the event of any breach of this Agreement by the City is a cancellation of this Agreement.

23. **Contact Information:** The following person is designated as the Association's contact person, who is to serve as the Association's primary point of contact. This person's phone number and address must be current at all times throughout this agreement. This contact person or information may be changed by the Association only by written notice to the City.

Name: _____	Name: _____
Phone Number: _____	Phone Number: _____
Email: _____	Email: _____

24. **Agreement Approval:** The person executing this Agreement on behalf of the Association, or representing themselves as executing the Agreement on behalf of the Association, warrants that they have been fully authorized by the Association to execute the Agreement and that they will comply and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking of this Agreement.

25. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, then the invalid or unenforceable provision shall be struck from the Agreement and all other provisions shall remain in full force and effect, or the invalid or unenforceable provisions shall be amended to be enforceable and valid and to reflect the original intent of the Parties to the extent possible.

26. **Waiver:** Failure to remedy any breach shall not constitute a waiver of that right at the time of the breach or in the future. A waiver by either Party of any one right shall not be deemed to be a waiver or any other right. Rights may only be waived in writing or as waived herein.
27. **Jurisdiction and Venue:** This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper in Williamson County, Texas.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives as of the date indicated below.

Hutto Youth Baseball and Softball Association

By: _____, President of the Association
Date: _____

City of Hutto, Texas

By: James Earp, City Manager [or Designee]
Date: _____

AGENDA ITEM REPORT

5.1.



To: Parks Advisory Board
Subject: Discussion and assigning Parks Board members as park liaisons.
Meeting: Wednesday, December 14, 2022
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

Commissioner Meyer requested this item at the November 2022 meeting.

SUMMARY OF REQUEST:

To assign Parks Board members to serve as liaison for the Parks in Hutto.

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

5.2.



To: Parks Advisory Board
Subject: Discussion on Parks project and prioritization list.
Meeting: Wednesday, December 14, 2022
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

Commissioner Meyer requested this item at the November 2022 meeting.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None

AGENDA ITEM REPORT

5.3.



To: Parks Advisory Board
Subject: Discussion on Park projects and timelines.
Meeting: Wednesday, December 14, 2022
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

Commissioner Meyer requested this item at the November 2022 meeting. The intent is to review the projects and timelines related to each project.

SUMMARY OF REQUEST:

STAFF REVIEW:

FISCAL NOTES:

POLICY IMPLICATIONS:

ATTACHMENTS:

None