



City of Hutto

Agenda

Parks Advisory Board

Wednesday, August 14, 2024 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

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on August 14, 2024. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

4. AGENDA ITEMS

- 4.1. Consideration and possible action on selecting a Chair
- 4.2. Consideration and possible action on selecting a Vice Chair
- 4.3. Consideration and possible action on minutes from July 10th
- 4.4. Discussion and possible action on approval of Facility Use Agreement for 2025 with Hutto Youth Baseball and Softball Association.
- 4.5. Discussion and possible action on approval of Facility Use Agreement for 2025 with Sting Soccer Foundation.

5. OTHER BUSINESS

- 5.1. Discussion on Veteran's Memorial.
- 5.2. Discussion on Parks and Recreation projects.
- 5.3. Discussion on Fritz Park.

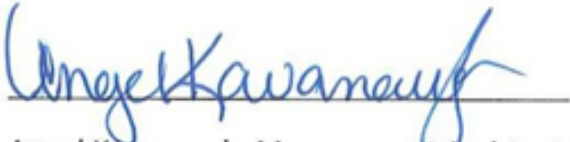
6. DIRECTOR'S REPORT

7. ADJOURNMENT

8. CERTIFICATION

I certify that this notice of the August 14, 2024 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 August 9, 2024 before 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.



City of Hutto

Minutes

Parks Advisory Board

Wednesday, July 10, 2024 at 6:30 PM

City Council Chambers

1. CALL SESSION TO ORDER

The Parks Advisory Board meeting called to order at 6:30 PM

2. ROLL CALL

Parks Advisory Board members in attendance were Perry Savard, Sharon Dyer, Milt Reichke, Charlotte Tyre and Katie Weiss

3. PUBLIC COMMENT

Any citizen wishing to speak during public comment may do so after completing the required registration form. The purpose of this item is to allow the residents of Hutto and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy or legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (512) 759-4839 during business hours. Each person providing public comment will be limited to 3 minutes. Any citizen wishing to speak during public comment may do so after completing the required registration form. Written comments for this meeting may also be sent to comments@huttotx.gov PRIOR to 4:00 pm on July 10, 2024. The email must include name, address, phone # and email to be recognized properly. Written comments will be provided to Council.

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 June 12, 2024.

Motion to approve minutes with the following change. The word called is misspelled. Motion by Board Member Sharon Dyer, seconded by Milt Reichke Vote 5-0

5. OTHER BUSINESS

- 5.1. Discussion on Veteran's Memorial.

Staff provided update on project

- 5.2. Discussion on Parks and Recreation projects.

Staff provided update on project

- 5.3. Discussion on Fritz Park.

Staff presented splash pad options and update on the project.

6. DIRECTOR'S REPORT

staff presented on July being Parks and Recreation Month; provided an update on park and event attendance, and recapped recent events with pictures

7. ADJOURNMENT

Meeting was adjourned at 7:35 PM

8. CERTIFICATION

I certify that this notice of the July 10, 2024 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 July 5, 2024 before 5:00 P.M.

Parks Advisory Chair

EXHIBIT A
CITY OF HUTTO
PARKS AND RECREATION
FACILITIES UTILIZATION AGREEMENT FOR
HUTTO YOUTH BASEBALL SOFTBALL ASSOCIATION

This 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”) with principal offices in Williamson County at 500 West Live Oak, Hutto, Texas 78634, by and through its Parks and Recreation Department, and the Hutto Youth Baseball Softball Association, a Texas nonprofit corporation with principal offices in Williamson County at 100 Mager Lane, Hutto, Texas 78624 (herein called “Association”), each a “Party” and together the “Parties.”

Recitals

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.

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 results in restriction of facility use or the cancellation of this Agreement.
3. **Nature of the Agreement:** The Association will sign this Agreement, specify league management and sports guidelines, insurance requirements, budget, and fiscal

controls, concessions, field scheduling, and follow and adhere to the schedule of required documents and deadlines. Further, the Association shall sign before advertising and conducting registration for a new season.

4. **Term:** The term of this Agreement shall be from January 1, 2025, through December 31, 2025. The City reserves the right not to renew this agreement.
5. **Communication with the City:** The Association shall maintain a communication network with the City through the President, or other chief officer or highest principal of the Association however titled, for facility requests or needs. Any member of the Board may contact the City if the listed point of contact cannot be reached.
6. **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 can result in the cancellation of this agreement.
7. **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 registration concludes. This will 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.
 - c. Any expansion or changes (including post-season tournaments) to 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 to pard@huttotx.gov at least fifteen (15) business days in advance of the first expanded or changed event to be held to pard@huttotx.gov. Decisions will be based on the overall benefit to the participants, as determined by the City.
 - d. In addition to adhering to all Federal, State, and local laws, the Association will adhere to all City Ordinances and policies that regulate the use of City athletic fields and facilities, and all Parks and Recreation rules and ordinances shall be adhered to at all times.
 - e. The Association must provide to the City 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. Association warrants that at the time of signing, they are in such good standing.

- f. The Association is responsible for ensuring athletic fields and facilities lighting is operated only during periods of use for the pre-approved activity. Under no circumstance should field lights be on with no activity present.
- g. Checks required by this subparagraph are completed only when the results are provided in writing to the City Manager or their designee. When offering youth sports for those under the age of eighteen (18), the Association must comply with the following:
 - 1. require criminal history background checks on all coaches by an agency approved by the City Manager or their designee, per Parks and Recreation Ordinance Section 18.02.004 (b)(6).
 - 2. ensure new coaches and all other adults participating in the program having involvement with minors added at any time during the year also undergo such background checks and that background checks are completed on each coach at least one time per year.
 - 3. ensure coaches and parents are certified and/or trained by an agency approved by the City Manager or their designee, per Parks and Recreation Ordinance Section 18.02.004 (b)(7).
- h. The Association shall be responsible for ensuring there is no alcohol or unlawful drugs are present on City property while being used for an Association activity, and that there is no improper disposal of glass containers there, per Parks and Recreation Ordinance Section 18.02.002.
- i. To the fullest extent not contrary to law, 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.

8. Fee Requirements:

- a. To help recover a portion of the operations costs of facility, the Association shall pay to the City a per-season fee of \$15.00 per resident registration and \$20.00 per nonresident registration, in addition to other approved fees outlined below.
- b. Field preparation (striping and painting) shall be done by the City.

- c. Fees are due to the City within fifteen (15) business days of the conclusion of the season as contemplated at the time of Agreement signing, not inclusive of Paragraph 8(c) expansions. Failure to pay fees in a timely manner may result in loss of field privileges and disqualification from any further use of City property.
- d. The Association may not charge any other 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 written permission. (Example: independent tournaments, inter-league scheduling, etc.).
- e. Potential sponsors and sponsorships must be appropriate for minor and youth sports participants. To the fullest extent permitted by law, the City reserves the right to deny a sponsor if they are not deemed appropriate by the City Manager or their designee.
- f. Pre-Approved 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
- g. Approved 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
Re-Dragging	\$20 per field

9. 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 one million dollars (\$1,000,000) for each occurrence, with at least one million dollars (\$1,000,000) aggregate. The City shall 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 rights-of-way 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 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. Neither theft nor loss of property/damage to equipment and supplies caused by inclement weather or any other means is the responsibility of the City. Association shall ensure **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 OR OTHER FAULT. 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.

10. Budget and Fiscal Controls:

- a. To assure fiscal control, the Association will:
 - i. Immediately notify Hutto Parks and Recreation Department at pard@huttotx.gov, of any financial difficulty.
 - ii. Association must use best practices for records and storage retention.
 - iii. Immediately notify Parks and Recreation Department of any change in the Association's U.S. Internal Revenue Code section 501(c)(3) status.
 - iv. Immediately notify Parks and Recreation Department of any change in the Association's insurance coverage for the lines of insurance required by this Agreement.
- b. The City reserves the right to inspect the Association's financial records at any time. All financial documents must be provided within seventy-two (72) hours of a written request from the City. It shall be the Association's responsibility to provide all requested items.

11. Concessions: Associations may operate concession stands under the following guidelines:

- a. Association is responsible for the operations of the concession stands.
- b. Association shall not sub-contract or assign the concession facility to a third party.
- c. Sales of goods or other services not subject to this Agreement on City property (such as at opening and closing day events, camps, and fundraising events) shall be scheduled with the Parks and Recreation Department and are not covered by any separate concession agreements between the Association and a third party.
- d. Any other sales of goods or services not identified in this Agreement must comply with and pay fees as required under the current City ordinances.

The Association must follow local, state, and federal laws regarding food preparation and obtain the necessary permits and inspections from the City and Williamson County Health Department at its sole expense.

12. Scheduling – Status of Playing Conditions:

- a. City-sponsored activities will have priority in league schedules. The Parks and Recreation Department has final authority in field allocation.
 - b. Association will have access to the fields on the following days: Sunday, Monday, Tuesday, Wednesday, Thursday, and Saturday.
 - c. All game fields must be reserved through the Parks and Recreation Department. All game fields are closed to reservations from December 31st to February 1st 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 must be submitted to pard@huttotx.gov at least five (5) business days before any games unless such make-up games 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 ten (10) 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.
- 13. Field/Facility Use and Enhancements:** Failure to comply with the following provisions can result in cancellation of the contract by the City.
- 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. All field maintenance will be done by the City, including maintaining the grass, mowing, edging, maintaining irrigation, chalking, and painting field lines when necessary.
 - 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 dispose of such trash into trash receptacles on the scheduled game and practice days.
- e. Scheduled game times may begin no earlier than 8:00 a.m. and conclude no later than 11:00 p.m.
- f. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league games, scheduled tournaments, special events, and make-up games approved by the City. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.
- g. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league games, scheduled tournaments, special events, and make-up games approved by the City. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.
- h. 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.

14. Field Allocations:

- a. Association is able use to fields at Creekside, Holmstrom, and Mager. 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 Friday nights. Mager fields will be closed to the Association on Friday nights.

15. Tournaments, Clinics, Camps, and Special Events:

- a. Tournaments and special events including, without limitation, clinics and camps, not linked to a Paragraph 8(c) season expansion or change must be approved in writing by the City and cannot be scheduled on the date of a City Special Event unless approved in writing.
- b. Requests for use of City facilities/fields for such tournaments and special events must be made in writing at least six (6) weeks in advance. Such 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 prior written consent of the Parks and Recreation Department.

16. 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 effective ten (10) calendar days after delivery of written notice by the City to the Association, and all privileges set forth being eliminated, but the Association may during that ten-day period obtain a hearing upon such decision by requesting a hearing in writing to the City Manager or their designee. The request must state all factual and legal objections to the revocation. Unless the City Manager or their designee otherwise determines, such hearing will be in writing only. Notwithstanding anything else in this subparagraph b, any revocation made in the interests of individual or public health or safety, or based on any other emergency, will be effective immediately, and the Association will thereafter receive prompt notice and ten (10) calendar days after the emergency revocation to request a hearing thereon, with the same procedures as provided above for pre-revocation hearings in non-emergencies.
- c. Reapplication for use of City facilities may be presented to the City and Board the following season.

17. 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.

18. 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 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.

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.

19. 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. The Association's sole remedy in the event of any breach of this Agreement by the City is a cancellation of this Agreement.

21. **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 and to receive all notices under this Agreement. 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: Al Martinez
Phone: (512) 900-0879
Email: hybsl@yahoo.com

22. **Agreement Approval:** The person executing this Agreement on behalf of the Association, or representing themselves as such, warrants they are fully authorized by the Association to execute the Agreement and they will comply with and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking or canceling the Agreement.
23. **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.
24. **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.
25. **Jurisdiction and Venue:** This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper only in a court sitting in Williamson County, Texas.
26. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties regarding the subject-matter hereof and revokes any and all prior written or oral representations, agreements, understandings, and other communications upon such subjects.

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

ASSOCIATION

By: _____
Name: Al Martinez
Title: President
Date: _____

CITY

By: _____
James Earp, City Manager
Date: _____

ATTEST:

By: _____
Laura Hallmark, City Secretary

(Acknowledgements on the following page)

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____ 2024, by James Earp,
as City Manager of the City of Hutto, Texas.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____ 2024, by Al
Martinez, as President of the Hutto Youth Baseball Softball Association.

Notary Public, State of Texas

My commission expires:

**EXHIBIT A
CITY OF HUTTO
PARKS AND RECREATION
FACILITIES UTILIZATION AGREEMENT FOR
STING SOCCER FOUNDATION**

This 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 Sting Soccer Foundation, a Texas nonprofit association (herein called “Association”), each individually referred to as “Party” or together the “Parties.”

Recitals

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 is qualified and undertakes to provide the required quality of parks and recreation opportunities by the City of Hutto.

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, 2025, through December 31, 2025. The City reserves the right not to renew this agreement.
5. **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.
6. **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.
7. **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.
 - c. Any expansion or changes (including post-season tournaments) 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. In addition to adhering to all Federal, State, and local laws, the Association will adhere to all City Ordinances and policies that regulate the use of City athletic fields and facilities, and all Parks and Recreation rules and ordinances shall be adhered to at all times.
 - 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. 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.
 - g. When offering youth sports for those under the age of eighteen (18), the Association must comply with the following:

1. require criminal history background checks on all coaches by an agency approved by the City Manager or their designee, per Parks and Recreation Ordinance Section 18.02.004 (b)(6).
 2. ensure new coaches and all other adults participating in the program having involvement with minors added at any time during the year also undergo such background checks and that background checks are completed on each coach at least one time per year.
 3. ensure coaches and parents are certified and/or trained by an agency approved by the City Manager or their designee, per Parks and Recreation Ordinance Section 18.02.004 (b)(7).
- h. The Association shall be responsible for ensuring there is no alcohol or unlawful drugs are present on City property while being used for an Association activity, and that there is no improper disposal of glass containers there, per Parks and Recreation Ordinance Section 18.02.002.
 - i. To the fullest extent not contrary to law, 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.

8. Fee Requirements:

- a. To help recover a portion of the operations costs of facility, the Association shall pay to the City a per-season fee of \$15.00 per resident registration and \$20.00 per nonresident registration, in addition to other approved fees outlined below.
- b. Field preparation (stripping and painting) will be done by the Association.
- c. Fees are due to the City within fifteen (15) business days of the conclusion of the season as contemplated at the time of Agreement signing, not inclusive of Paragraph 8(c) expansions. Failure to pay fees in a timely manner may result in loss of field privileges and disqualification from any further use of City property.
- d. The Association may not charge any other 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

written permission. (Example: independent tournaments, inter-league scheduling, etc.).

- e. Potential sponsors and sponsorships must be appropriate for minor and youth sports participants. To the fullest extent permitted by law, the City reserves the right to deny a sponsor if they are not deemed appropriate by the City Manager or their designee.

f. Pre-Approved 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

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

9. 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 one million dollars (\$1,000,000) for each occurrence, with at least one million dollars (\$1,000,000) aggregate. The City shall 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 rights-of-way 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 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. Neither theft nor loss of property/damage to equipment and supplies caused by inclement weather or any other means is the responsibility of the City. Association shall ensure **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 OR OTHER FAULT. 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.**

10. Budget and Fiscal Controls:

- a. To assure fiscal control, the Association will:
 - i. Immediately notify Hutto Parks and Recreation Department at pard@huttotx.gov, of any financial difficulty.
 - ii. Association must use best practices for records and storage retention.

- iii. Immediately notify Parks and Recreation Department of any change in the Association's U.S. Internal Revenue Code section 501(c)(3) status.
 - iv. Immediately notify Parks and Recreation Department of any change in the Association's insurance coverage for the lines of insurance required by this Agreement.
- b. The City reserves the right to inspect the Association's financial records at any time. All financial documents must be provided within seventy-two (72) hours of a written request from the City of Hutto. It will be the Association's responsibility to provide all requested items.

11. Concessions:

- a. Sales of goods or other services not subject to this Agreement on City property (such as at opening and closing day events, camps, and fundraising events) shall be scheduled with the Parks and Recreation Department and are not covered by any separate concession agreements between the Association and a third party.
- b. Any other sales of goods or services not identified in this Agreement must comply with and pay fees as required under the current City ordinances.

The Association must follow local, state, and federal laws regarding food preparation and obtain the necessary permits and inspections from the City and Williamson County Health Department at its sole expense.

12. Scheduling – Status of Playing Conditions:

- a. City-sponsored activities will have priority in league schedules. The Parks and Recreation Department has final authority in field allocation.
- b. Association will have access to the fields on the following days: Sunday, Monday, Tuesday, Wednesday, Thursday, and Saturday.
- c. All game fields must be reserved through the Parks and Recreation Department. All game fields are closed to reservations from December 31st to February 1st 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. 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.

- e. Make-up games must be submitted to pard@huttotx.gov at least five (5) business days before any games unless such make-up games use existing reserved days and times.
- f. City parks and fields close at 11:00 p.m. as set by City ordinance. Any formal exemptions must be requested at least ten (10) 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.

13. 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. All field maintenance will be done by the Association, including maintaining the grass, mowing, edging, maintaining irrigation, chalking, and painting field lines when necessary.
- 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, restrooms, bleacher areas, and parking areas (where applicable and within reason) and dispose of such trash into trash receptacles on the scheduled game and practice days.
- e. Scheduled game times may begin no earlier than 8:00 a.m. and conclude no later than 11:00 p.m.
- f. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league games, scheduled tournaments, special events, and make-up games approved by the City. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.
- g. The Association will have permission to schedule field lights on an as-needed basis only. Lights are used for league games, scheduled tournaments, special events, and make-up games approved by the City. Field lights will be turned on no earlier than 30 minutes prior to sunset and be turned off when games are completed or by 11 p.m.
- h. 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.

14. Field Allocations:

- a. Association is able use to the fields at Riverwalk Soccer Complex. 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. *Riverwalk field is closed to the Association on Fridays.*

15. Tournaments, Clinics, Camps, and Special Events:

- a. Tournaments and special events including, without limitation, clinics and camps, not linked to a Paragraph 8(c) season expansion or change must be approved in writing by the City and cannot be scheduled on the date of a City Special Event unless approved in writing.
- b. Requests for use of City facilities/fields for such tournaments and special events must be made in writing at least six (6) weeks in advance. Such 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 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.

16. 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 effective ten (10) calendar days after delivery of written notice by the City to the Association, and all privileges

set forth being eliminated, but the Association may during that ten-day period obtain a hearing upon such decision by requesting a hearing in writing to the City Manager or their designee. The request must state all factual and legal objections to the revocation. Unless the City Manager or their designee otherwise determines, such hearing will be in writing only. Notwithstanding anything else in this subparagraph b, any revocation made in the interests of individual or public health or safety, or based on any other emergency, will be effective immediately, and the Association will thereafter receive prompt notice and ten (10) calendar days after the emergency revocation to request a hearing thereon, with the same procedures as provided above for pre-revocation hearings in non-emergencies.

- c. Reapplication for use of City facilities may be presented to the City and Board the following season.

17. 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.

18. 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 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.

19. **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.

20. **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 and agent for receipt of notices and service of process. 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: Nick Kriczky
Phone Number: 512-417-8150
Email: nkriczky@gmail.com

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

22. **Severability:** The person executing this Agreement on behalf of the Association, or representing themselves as such, warrants they are fully authorized by the Association to execute the Agreement and they will comply with and uphold all terms and provisions contained herein. Any violations of the terms will result in revoking or canceling the Agreement.

23. **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.

24. **Jurisdiction and Venue:** This Agreement shall be subject to and interpreted in accordance with the laws of Texas. Venue shall be proper only in a court sitting in Williamson County, Texas.

25. **Entire Agreement.** This Agreement constitutes the complete understanding between the Parties regarding the subject-matter hereof and revokes any and all prior written or oral representations, agreements, understandings, and other communications upon such subjects.

[SIGNATURE PAGE BELOW]

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

Sting Soccer Foundation

By: Nick Kriczky
Title: Board Representative
Date: _____

CITY:

ATTEST:

By: _____
James Earp, City Manager
Date: _____

By: _____
Angela Lewis, City Secretary

ACKNOWLEDGEMENTS

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____ 2024, by James Earp, as City Manager of the City of Hutto, Texas.

Notary Public, State of Texas

My commission expires:

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this _____ day of _____ 2024, by Nick Kriczky, as Board Representative of the Sting Soccer Association.

Notary Public, State of Texas

My commission expires:
