City of Hutto

Agenda

Parks Advisory Board

Wednesday, May 12, 2021 at 6:30 PM

City 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 March 10, 2021.
   - 4.2. Update and general discussion on Parkland Dedication Fee In Lieu of Balance and dedicated Parkland.
   - 4.3. General discussion and possible action on 2021 HYBSA Contract.
   - 4.4. Update and General discussion on Parks and Facilities damage after 2021 Ice Storm.
5. **OTHER BUSINESS**
6. **ADJOURNMENT**
7. **CERTIFICATION**

   I certify that this notice of the 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 DATE 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.

City Council
AGENDA ITEM REPORT

To: City Council
Subject: Consideration and possible action on the meeting minutes from the regular scheduled Parks Advisory Board Meeting held on March 10, 2021.

Meeting: Wednesday, May 12, 2021
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Parks Advisory Meeting Minutes 4.14.2021

City of Hutto

Minutes

Parks Advisory Board

Wednesday, April 14, 2021 at 6:30 PM

City Council Chambers

1. CALL SESSION TO ORDER

Chair Perry Savard called meeting to order at 6:32 PM.

2. ROLL CALL

Members of the Parks Advisory Board present were: Perry Savard, Katie Weiss, Rose McMillin, Christina Bastos, Wendell Teltow. Board members absent were: Kevin Grimm and David Meyers.

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 March 10, 2021.

Board Member Katie Weiss made a motion to accept the meeting minutes from the regular scheduled Parks Advisory Board Meeting held on March 10, 2021 with the spelling correction on item C “version” and item H “ we to “what” Seconded by Board Member Wendell Teltow. Motion passed 5 Ayes to 0 Nays.

4.2. General discussion and possible action on Park Naming Process.

Chair Perry Savard made a motion to accept the current City of Hutto Policy for Naming facilities, Events and Properties approved by City Council per Resolution #2009-006-00 Proposed amendment to City Council 2/15/2018 with the request to remove KOKEFEST, seconded by Board Member Rose McMillin. Motion passed 5 Ayes to 0 Nays.

4.3. Update and discussion on project to repair park facilities due to the Freeze of 2021.

Tony Host updated Board members about the status of the bathrooms, irrigation and fountains that had burst during the freeze of 2021. Currently the Bathrooms at Fritz and Mager fields are fixed. They are working on the Amphitheater now to get ready for rentals this summer, remaining pavilions and fountains.

4.4. General discussion and updates on Parks and Recreation events.

Tony updated the Board Members of upcoming events – looking into a Cornhole League and 3 on 3 Basketball League, Board was concerned about the lack of staff to run events, 2021 will be a rebuilding year and hopefully return to a smaller version of normal in 2022.

5. OTHER BUSINESS

Board member Wendell Teltow heard rumor that the Boards might be opening up to the residents of the ETJ.

6. ADJOURNMENT

Chair Perry Savard closed the meeting at 7:21 PM

7. CERTIFICATION

I certify that this notice of the April 14, 2021 Parks Advisory Board meeting was posted on the City of Hutto website and the City Hall bulletin board of the City of Hutto on April 8, 2021 at 5:00 P.M.

_____
Angel Kavanaugh, Management Assistant

_____
Chair

City Council
AGENDA ITEM REPORT

To: City Council
Subject: Update and general discussion on Parkland Dedication Fee In Lieu of Balance and dedicated Parkland.
Meeting: Wednesday, May 12, 2021
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. Update and general discussion on Parkland Dedication Fee In Lieu of Balance and dedicated Parkland.

Update and general discussion on Parkland Dedication Fee In Lieu of Balance and dedicated Parkland.

Cottonwood Creek Ph 2	$80,800.00
Cottonwood Creek Ph 3	$110,400.00
Emory Crossing Ph 2	$149,775.00
Highlands North Section 2	$93,600.00
Highlands North Section 3	$107,200.00
Highlands North Sec 4	$66,400.00
Highlands North Sec 5	$34,400.00
Landing	$607,500.00
Fund Balance	$693,768.60

City Council
AGENDA ITEM REPORT

To: City Council
Subject: General discussion and possible action on 2021 HYBSA Contract.
Meeting: Wednesday, May 12, 2021
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

1. HYBSA contract 2021

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 21 day of January 2021 (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 Park 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 28.2.003(a) to grant the use of the municipality's public grounds by ordinance, and

WHEREAS, the City passed Ordinance No. O-11-06-16-V2, which was adopted on June 6, 2011 (the "Parks and Recreation Ordinance") to allow youth sports associations and recreational programs to use public facilities provided and maintained by the City and established contract terms and fees, and

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

WHEREAS, the Association is 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 year 2021.

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**: Sports associations use public athletic facilities that are provided and maintained by the City of Hutto. In return for the use of those facilities, the associations hereby agree 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 February 1, 2021 to November 1, 2021.
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 their practice and game schedules as well as current (in-season) tournaments, camps or clinics, via email to pard@huttotx.gov at least three (3) weeks after registration. If the Association does not close their registration in time, the final date to receive the practice schedule is the fourth Sunday in January. The game schedule is still due three (3) weeks after registration closes. This will prevent double bookings and other scheduling conflicts. Failure to comply could result in a loss of fields.

   b. All age groups, division or leagues, shall have equal access to available field use time, subject to this Agreement and schedule approved by the City Parks and Recreation Department. All-Stars or in/out of season 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.

   d. Associations 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 their 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 trash/debris in and around athletic fields and facilities, parking lot 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. Prior to opening day, 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 during the year must also undergo this background check. Background checks must be completed on each coach one time per year. The Association must email the City at pard@huttotx.gov a detailed list of coaches and 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. Under no circumstances will parents be used as umpires or officials unless they are affiliated with an insured umpire/official/referee organization. Scorekeepers and bookkeepers can be parents or adults over 16.

   iii. All coaches, and necessary participating parents, must go through an approved coach training program per year that is pre-approved by the City.

   iv. All parents and spectators must watch a video series regarding appropriate behavior and decorum per year.

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 intoxicating liquor or any alcoholic beverage, or possess an open container of intoxicating liquor or alcoholic beverage, in all designated parking areas, or within 25 feet either side of any roadway, within the boundaries of the city-owned public parks located within the city limits.

   ii. Alcohol is prohibited at any and all organized youth sports activities or programs within city park property. Any event that wishes to sell alcohol 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 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. All signage must be removed within fifteen (15) days of the conclusion of the 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.

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 costs 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	$10 per player per season
Non-Resident Fee	$15 per player per season

Out of Season Tournaments Field Rental Fees (Mager and/or Holmstrom)	
Field Rental	$25 per hour
Light Rental	$25 per hour
Deposit	Waived
Gate Fee (if approved)	20% of fee
Team Fee (All-Star Only)	$25 per team

Concessions Fees (Mager and/or Holmstrom)	
Rental fee (Weekends & Holiday Weekend)	$50 per day
Rental fee (Weekday)	$15 per day
Concession Revenue	20% of season earnings
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

e. Associations may not charge any fees without prior approval of the City for any event. Each event will be considered separately. Users shall not sub-lease facilities or collect fees from any other use 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. All Sports Associations shall be required to carry commercial general liability insurance with a minimum coverage of $1 million 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 in 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 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 GUARANTY 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 fifteen (15) business days after each season ends, copies of a detailed financial report, including all final participation numbers. 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 tournament, 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 organizations. 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 operations of the concession stands.

ii. Associations must pick up litter/trash in the area of their 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 sub-contract 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 associations.

v. The City will need to see a menu list complete with anticipated pricing.

vi. Any other sales of concessions not identified in this agreement must comply with and pay fees as required under the current City ordinances.

b. Associations must follow local, state, and federal laws regarding food preparation including the following:

i. The Association is required to have a Certified Food Manager that is assigned supervisory duties and responsibilities at their expense.
    1. The food manager certification is obtained by passing a Department of State Health Services (DSHS) approved certified food manager certification examination.
    2. The food examination may be taken at any licensed training program, test site, online exam, or national exam provider.
    3. Certification is valid for five years.
    4. The food manager cannot be associated with any other restaurants or food service locations.
    5. Food Manager Certification must be posted inside concessions.
    6. Copies of permits must be emailed to pard@huttotx.gov.

ii. The Association is required to obtain the necessary permits and inspections from the City and Williamson County Health Department at its sole expense.

iii. The Association is required for all volunteers or paid staff to obtain a Food Handlers permit at their expense.
    1. This must be obtained through a State of Texas approved vendor.
    2. All employees who work with unpackaged food, food equipment or utensils or food-contact surfaces must be Food Handler Certified.
    3. Certification is valid for two years after completion.
    4. The food establishment shall maintain on-premises a certificate of completion of the food handler training course for each food employee under §228.33 relating to Certified Food Protection Manager and Food Handler Requirements.
    5. The format of this documentation can be hard copy or electronic but must be onsite, accessible and available upon request by a regulatory authority.
    6. Copies of food handler permits must be emailed to pard@huttotx.gov.

c. 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. City-sponsored activities will have priority in league schedules. The Parks and Recreation Department has final authority in field allocation.

b. Practices are not permitted on game fields unless approved in writing by the Parks and Recreation Department.

c. The Association and the City will share a google document that will hold the Associations practice and game dates and times. This google document is to only 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 scheduled change.

d. All game fields must be reserved through the Parks and Recreation Department. All game fields are closed to reservations from November 1st to January 31st and July 15th to August 30th to allow proper maintenance, upkeep, and renovation. Any exception must be approved in writing by the Director of Parks and Recreation. Use during closing time is on an as needed bases.

e. Field preparation requests ***must*** be submitted to pard@huttotx.gov a minimum of ten (10) business days before the start of the season.

f. 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.

g. Make-up games or practices must be submitted to pard@huttotx.gov at least five (5) business days before any games or practices.

h. City parks and fields close at 11:00 p.m. as set by City ordinance. Any formal exemptions can be made at least 7 business days in advance. Please email the reasoning and justification to pard@huttotx.gov.

14. **Field/Facility Use and Enhancements:**

a. Associations may not make any permanent or temporary 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. Associations will pay the City to perform this service.

c. Associations are 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/within reason) and disposed 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. Where will the extra bags be stored? Bottom of the trash cans

e. Scheduled game times 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 associations or organizations. Any City property storage area that is made available to 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:

Hutto Youth Baseball and Softball Association - Use of the youth baseball, softball, t-ball at Mager Field, Creekside Field, and Holmstrom.

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 when not in use by the Association.

c. Holmstrom field is closed to the Association on Wednesday, Thursday, and Friday nights. The youth baseball and softball fields are 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 specials 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 planned 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 the contractual agreement. Association will be charged $25.00 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 contract 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 contract may result in this contract being revoked 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
1	List of coaches and completed background checks	Before first game of each season
1	Documentation of the coach's training/certification completed	Before first game of each season
1	Documentation of the parents training program completed	Before first game of each season
3	Copy of Insurance as described	January 31
4	Detailed financial reports as described	30 days at the end of each season
4	Cash handling policy	January 31
5	Copies of Food Manager certification(s)	Before first game of each season
5	Copies of Food Handler permit(s)	Before first game of each season
5	Copy of menu list	Before first game of each season
6	Additional field preparation requests as described	10 business days' notice before the start of the season
7	Practice Schedule	3 weeks from the close of registration
8	Game Schedule	3 weeks from the close of registration
9	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.

c. The City will prepare and maintain the restrooms in a safe and sanitary condition.

d. The City will be responsible for the unlocking/locking of fields and facilities. The Association will not receive codes or keys for the fields or facilities. Contact information for the on call city staff member will be provided.

e. The City will be responsible for the setting of bases and mounds before the first practice or game. The Association will only be allowed to adjust field equipment during practices or games. Any damages or missing equipment will result in a fee based on the price of the broken or missing equipment.

f. The Association is not permitted to perform any field repairs, dragging, or other maintenance. If additional maintenance 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 games, scheduled tournaments, special events and make-up games approved by the City.

i. 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.

j. The Association is responsible to ensure athletic fields and facilities lighting is operational only during periods of use under the contract. 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.

l. The City is responsible for adjusting the lights at the Mager fields to activate during spring and fall daylight savings time.

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 decision 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 during the week. Playability of the fields on the weekends will be determined at any time as weather permits.

d. The City will render a decision based upon 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. This procedure will be in effect for Saturdays and Sundays.

22. **Limitation 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 are designated as the Association's contact people, who is to serve as the Association's primary point of contact. These peoples phone number and email address must be current at all times throughout this agreement. These contact people or information may be changed by the Association only by written notice to the City. Any member of the board may contact the City if the below two points of contact cannot communicate. For any serious medical or non-medical emergencies, the Association must call 911.

Name: Todd Corporon Name: Stacy Henderson

Phone Number: 512-922-9292 Phone Number: 512-809-2517

Email: ToddCorporon@Yahoo.com Email: Stacy_henderson@Yahoo.com

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.

28. **COVID-19**: The Association shall follow all COVID-19 guidelines set by the Center for Disease Control, the State of Texas, and Williamson County. Failure to comply may result in the closure of the league until guidelines are met.

President of Association	Date 1-11-21
Parks and Recreation Director/Executive Director	Date 1-11-21
City Manager or Designee	Date 4/5/21

RESOLUTION NO. 2021-013

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN ATHLETIC FACILITY USE AGREEMENT WITH HUTTO YOUTH BASEBALL AND SOFTBALL ASSOCIATION FOR 2021; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council desires to approve an Athletic Facility Use Agreement with Hutto Youth Baseball and authorize the City Manager to execute the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUTTO, TEXAS, that the Hutto City Council hereby approves the Athletic Facility Use Agreement with Hutto Youth Baseball and authorizes the City Manager to execute the Agreement., a copy is attached as Exhibit "A".

The City Council hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 21st day of January, 2021.

CITY OF HUTTO, TEXAS

Mike Snyder, Mayor Pro Tem

ATTEST:

Holly Nagy, City Secretary

City Council
AGENDA ITEM REPORT

To: City Council
Subject: Update and General discussion on Parks and Facilities damage after 2021 Ice Storm.
Meeting: Wednesday, May 12, 2021
Department: Community Services
Staff Contact:

BACKGROUND INFORMATION:

SUMMARY OF REQUEST:

STAFF REVIEW:

FINANCIAL IMPACT:

POLICY IMPLICATIONS:

ATTACHMENTS:

None