



TERRELL PARK BOARD

6:00 PM, WEDNESDAY, SEPTEMBER 16, 2015

CITY OF TERRELL – SERVICE CENTER
400 INDUSTRIAL BLVD, TERRELL, TX 75160

Mary Mccoy
Chairman

Abbie Craven
Vice Chairman

Diane Cockrill
Member

Alicia Spears
Member

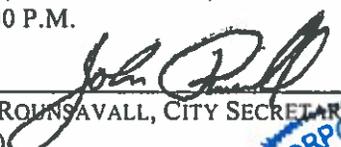
Chris Pearson
Member

Christy Gail
Member

Tim Royse
Member

1. CALL TO ORDER
2. DISCUSS AND CONSIDER APPROVAL OF THE MINUTES OF JULY 15, 2015
3. DISCUSS FISCAL YEAR 2015-2016 BUDGET
4. DISCUSS ADULT SOFTBALL
5. DISCUSS MISCELLANEOUS ITEMS
6. UPDATE ON SECURITY AND VANDALISM
7. HEAR REMARKS FROM VISITORS
8. ITEMS FOR FUTURE MEETINGS
9. SET NEXT MEETING DATE – NOVEMBER 18, 2015
10. CONSIDER MOTION TO ADJOURN

I HEREBY CERTIFY THAT THIS NOTICE WAS POSTED ON THE BULLETIN BOARD AT TERRELL CITY HALL, 201 E. NASH ST., TERRELL, TEXAS, ON WEDNESDAY, SEPTEMBER 9, 2015 AT 2:00 P.M.


JOHN ROUNSAVALL, CITY SECRETARY
(SEAL)



Terrell Park Board Meeting Minutes
Wednesday, July 15, 2015
City of Terrell Service Center
400 Industrial Blvd
Terrell, TX 75160

MEMBERS PRESENT: Mary Mccoy, Alicia Spears, Christy Gail, Tim Royce

MEMBERS ABSENT: Abbie Craven, Chris Pearson, Diane Cockrill

VISITORS PRESENT: Glenn Caldwell - Director of Public Services, Mike Elswick-Terrell Tribune.

CALL TO ORDER: The meeting was called to order by Mary Mccoy at 6:10 p.m.

DISCUSS AND CONSIDER APPROVAL OF MINUTES: Motion to approve the March 18, 2015 minutes was made by Alicia Spears. Second by Mary Mccoy. Motion carried.

DISCUSS PARK LAND DEDICATION FUNDS: A copy of the Neighborhood Park Fund Summary was provided in the agenda packets. As of June 30, 2014 has been consistent but the numbers have remained the same. There has been no changes to the dollar value. Glenn Caldwell did an overview of the funds received for each neighborhood park and expenses.

Mary Mccoy suggested that dates be added to the expense portion of the sheet to show when funds were used. In the minutes from the last meeting the Board Members requested that John Rounsavall, City Secretary change the 6/30/14 date on the fund sheet to reflect the actual update.

Mary Mccoy suggested that if nothing has been done recently to the parks, it would be best to not report things that were done five (5) years ago.

DISCUSS PARK MASTER PLAN: In previous meetings we have discussed updating our Park Master Plan. After the 2016 City Council Retreat, City Officials decided not to move forward with updating the Park Master Plan. Mary Mccoy asked, "What was the reason for not moving forward with it?" Glenn replied, "I do not have a definite answer, but will propose to the City Manager and come back with a response." Mary implied, "Without an updated Park Master Plan it will be impossible to get grants for our parks."

Glenn Caldwell acknowledge that our Master Plan has exceeded its time limits. Glenn responded, "The City looks forward to updating the Master Plan, but our current and future budget has limitations." Mary asked, "What will be our next step to get this before the individuals that we need to present it to?" Glenn replied, "This information has been presented to the proper individuals. It is an item that Administration will have to coordinate at a particular given time and then they can establish funding."

Tim Royse asked, "If the City of Terrell has a grant writer or is there a person that is seeking grants for the Parks System? Or is that something the Board Members have to pitch to the

City?" Glenn's response, " Currently there is not a particular grant that we have tried to secure. We do not have a designated individual, but our Assistant City Manager is a outstanding grant writer. He has the ability to secure grants and is really good at what he does."

Tim Royse, "I'm going to refer back to the Park Master Plan question; when have they said we are not creating a new Park Master Plan for 2015. Glenn, "We are coming to a close for 2015 Budget Year at the end of September. October 1st we will be entering a new budget year 2016. I can assure you that there is no way possible we can build a new Master Plan in 2015."

Christy Gail asked, "Is May of next year the only time that we can request funds for a new Park Master Plan?" Glenn recommended that throughout the year you can propose or request a new Master Plan. It is something that will need to go before Administration and City Council.

Mary Mccoy made a motion to request that City Council move forward on a new Park Master Plan in Fiscal Budget Year 2015. If not, the request still stands for Fiscal Budget Year 2016. Tim Royse second. Motion carried

DISCUSS FISCAL YEAR 2015-2016 BUDGET: Mr. Caldwell provided handouts to Board Members. The Board presented concerns about the restrooms in the Park, concerning cleanliness. We went to the Council Retreat requesting funding to do some renovations or remodeling. There's a total of eight (8) men and women restrooms in our parks collectively. There will be painting, upgrading fixtures and a janitorial service that will clean seven (7) days a week. This has not been approved the Council yet. We are asking for a total of \$68,000 to complete this project.

Mary Mccoy suggested adding a sign at complexes with contact numbers for issues in the park. Glenn Caldwell advised that a call should be made to our non-emergency line. They will make contact with the proper individual. This item will be added to future agenda item.

FY 16 Budget Youth Recreation Coordinator - is a joint partnership with the City of Terrell and Terrell Independent School District. This is pending approval of the City Council and the TISD Board. This will be a full-time position that will be funded 50/50 by the City of Terrell and TISD. A review of the job duties and description is available upon request.

DISCUSS ADULT SOFTBALL: The City of Terrell has been notified that TARA will no longer run the Softball League Program for Terrell. We are currently working on identifying a group or organization to take on Softball. We do not have anything solid on who will take on coordinating. We will need to receive the keys, scoreboard operators and other items that may have been used. Tim Royse who is a part of the TARA Board mentioned that they had a meeting the day before and decided to add the information to end the program on their web site. They have agreed to return the items that belongs to the City.

UPDATE ON USER FEES: Tim Royse stated that TARA will pay their Spring Fee before the next Park Board Meeting. Glenn went over the fees collected, which brings it to a total of \$14,860.00. Tim Royse asked, "Are the fees sitting in an account all by themselves waiting to be

used." Mary Mccoy responded, "The fees are placed into the General Fund." The Parks Dept. is funded in the General Fund.

DISCUSS MISCELLANEOUS ITEMS: Items already covered under agenda item 5.

UPDATE ON SECURITY AND VANDALISM: report was provided in the packets and review by the Board. The amount of vandalism in the Parks have gone down due to the presence of Police Patrol.

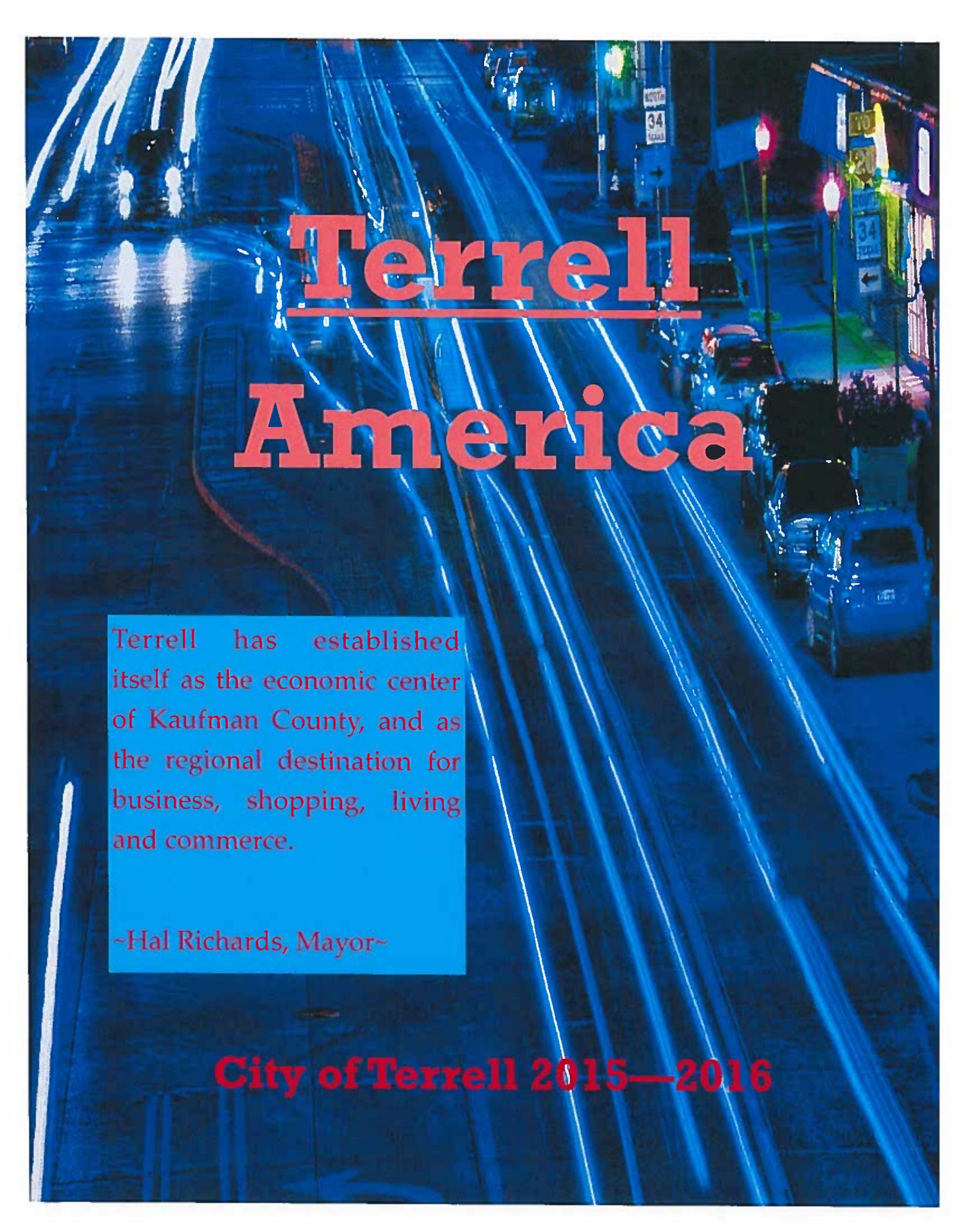
HEAR REMARKS FROM VISITORS: None.

ITEMS FOR FUTURE MEETINGS:

- DISCUSS FISCAL YEAR 2016 BUDGET
- DISCUSS AND CONSIDER PARK MASTER PLAN

SET NEXT MEETING DATE: September 16, 2015 at 6:00PM at the Service Center.

CONSIDER MOTION TO ADJOURN: A motion was made by Mary Mccoy to adjourn the meeting at 7:04pm. Second by Christy Gail. Motion carried.



Terrell America

Terrell has established itself as the economic center of Kaufman County, and as the regional destination for business, shopping, living and commerce.

~Hal Richards, Mayor~

City of Terrell 2015—2016

Parks

Mission Statement

The Park Department's mission is to provide maintenance and operation of park and open space sites. Provide leisure facilities and activities for all residents and visitors to the community.

Description

The Park Department is responsible for the maintenance of five (5) parks (175 acres) including baseball/softball fields, nine (9) soccer fields and one (1) youth football field, mowing city-owned property and assist with building maintenance and special events.



GENERAL FUND

	2013 - 2014 Actual	2014 - 2015 Estimated Year End	2015-2016 Budget
26-4321-00			
ATHLETIC FIELDS	6,718.12	5,000.00	14,000.00
26-4323-00			
PARK STRUCTURE MAINTENANCE	8,025.59	3,000.00	3,000.00
26-4391-00			
TENNIS COURT	653.07	450.00	900.00
SUBTOTAL	29,735.56	23,550.00	75,250.00
CONTRACTUAL/SERVICES			
26-4404			
CONSULTANT FEES & SERVICES	0.00	0.00	50,000.00
26-4411-00			
COMMUNICATIONS	11,032.29	8,000.00	4,500.00
26-4414-00			
EQUIPMENT RENTAL	0.00	0.00	600.00
26-4418-00			
TRAVEL & EDUCATION	250.00	0.00	0.00
26-4440-00			
CONTRACT LABOR	0.00	0.00	18,000.00
26-4450-00			
EQUIPMENT RENTAL(R)	49,479.96	49,480.00	49,480.00
26-4470-00			
LANDSCAPE SERVICES	2,853.79	2,500.00	1,200.00
26-4480-00			
PARK MEMORIALS	0.00	500.00	500.00
SUBTOTAL	63,616.04	60,480.00	124,280.00
CAPITAL			
26-4515-00			
PARK IMPROVEMENT	6,660.00	0.00	0.00
SUBTOTAL	6,660.00	0.00	0.00
PARKS TOTAL	457,161.58	480,988.00	586,398.00

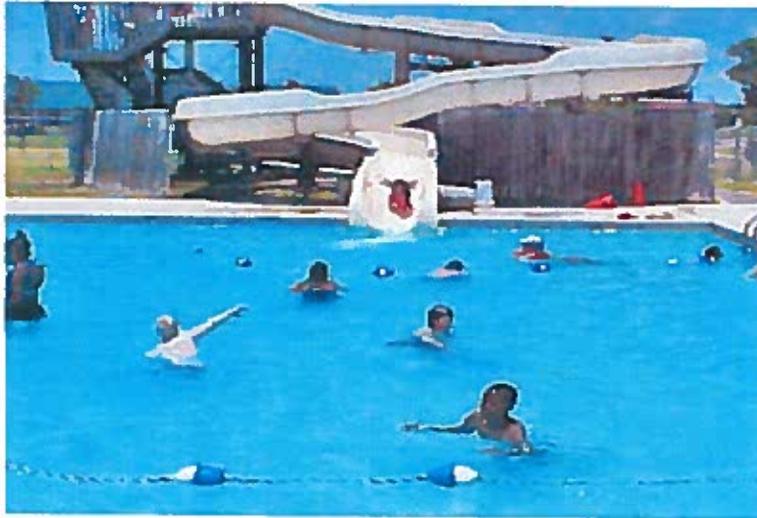
Swimming Pool

Mission Statement

The Swimming Pool Department's mission is to provide a pleasant aquatic experience for all residents as well as visitors to our community.

Description

The Swimming Pool Department is open for public use and swimming lessons. The personnel maintain the chemical balance in pool, schedule for lifeguards and maintain the equipment necessary to provide a safe environment for citizens. This department coordinates with Red Cross and other groups and programs. During the seasons, the pool is available for private parties.



GENERAL FUND

	2013 - 2014 Actual	2014 - 2015 Estimated Year End	2015-2016 Budget
27 POOL			
PERSONNEL			
27-4101-00			
SUPERVISION	19,667.01	15,000.00	15,000.00
27-4103-00			
LABOR	52,087.50	60,000.00	60,000.00
27-4105-00			
OVERTIME	539.25	0.00	0.00
SUBTOTAL	72,293.76	75,000.00	75,000.00
PERSONNEL SERVICES			
27-4110-00			
SOCIAL SECURITY	5,530.48	5,738.00	5,738.00
27-4112-00			
WORKMEN'S COMP	1,950.00	3,188.00	3,189.00
SUBTOTAL	7,480.48	8,926.00	8,927.00
SUPPLIES			
27-4201-00			
OFFICE	1,201.15	300.00	400.00
27-4206-00			
MINOR TOOLS & APPARATUS	80.00	100.00	100.00
27-4221-00			
UNIFORMS PURCHASE	1,905.00	600.00	2,000.00
27-4240-00			
CHEMICALS	16,234.75	16,500.00	17,000.00
SUBTOTAL	19,420.90	17,500.00	19,500.00
MAINTENANCE			
27-4322-00			
SWIMMING POOL	4,093.41	6,500.00	6,500.00
SUBTOTAL	4,093.41	6,500.00	6,500.00
CONTRACTUAL/SERVICES			
27-4411-00			
COMMUNICATIONS	2,355.53	2,000.00	2,000.00
27-4418-00			
TRAVEL & EDUCATION	1,406.62	0.00	1,500.00
SUBTOTAL	3,762.15	2,000.00	3,500.00
CAPITAL			
27-4509-00			
POOL REPAIRS	0.00	20,000.00	18,000.00
SUBTOTAL	0.00	20,000.00	18,000.00
POOL TOTAL	107,050.70	129,926.00	131,427.00

to compensate the City \$100.00 per event. Any sponsors must be approved by the City prior to the Association receiving any donations or in-kind services. Any advertising for sponsors must receive prior approval and the City reserves the right to allow or designate where sponsor's materials are displayed. Failure to do so may result in the Association reimbursing the City for specified user fees and possibly rendering this Agreement null and void. The sixty (60)day notice will be waived and the facilities will revert to the City for its use.

7. USE OF PREMISES/ACCESS TO FACILITIES.

The Association shall not violate any existing state or federal law or municipal ordinances, or use the Premises in any manner as to constitute a nuisance. The City reserves the right to exercise full authority over the use of the Premises and exclude any individual or group from its facilities based on conduct which it determines to be contrary to City interests. The Association agrees to designate a "field supervisor" who will be designated as the person on site to make supervisory decisions regarding the use of the field. The Association also agrees to enforce the City's Smoking Ordinance No. 2619 which states that smoking is prohibited on "Any property or any portion thereof that is owned or leased by the City and/or used for City purposes including, but not limited to, City buildings, City parks...". Vapor or e-cigarettes will fall under the same restrictions outlined in the smoking ordinance. The City agrees to maintain the facility to the standards outlined in the City Owned Field Maintenance Guidelines, Exhibit "A" (page 6). The Association also agrees to consult the City's designated staff for field playability and the City will have final determination. The Association may not make any improvements, alterations or repairs to the facility without prior written consent of the City. If violations of the terms in this Agreement occur, the City reserves the right to deny the Association's access to any facility. The Association will be responsible for any damages to City property by the Association or its participants. The City reserves the right to make any necessary repairs and bill the Association for any costs associated with repairs.

TOURNAMENTS -The City will make every effort to support the Association's tournaments that attract tourism and trade to Terrell, however all tournaments must be preapproved by the City. The City also reserves the right to charge the Association a facility usage fee for tournament play.

8. MEETING SPACE.The City agrees to provide meeting space for Associations to hold board meetings or trainings at no cost to the Association. Reservations must be made by the Association President in advance through the Public Services main office with approval from the Director of Public Services. Reservations requested outside of normal facility business hours or requiring extra staff time will be at the expense of the Association.

9. SECURITY. Any security used at a City facility will be coordinated by the City and the Association will be billed at a rate of \$35.00 per hour. All requests for security must be received at least two (2) weeks in advance.

10. NON-DISCRIMINATION. Pertaining to the execution of this Agreement, the Association shall not discriminate on the basis of race, creed, color, age, national origin, religion, sex or disability in accordance with current state or federal laws.

11. INDEMNIFICATION/INSURANCE. The City shall not be liable to the Association or the Association's agents, officials, employees, contractors, members and participants for any damage to person or property caused by an act of negligence or malfeasance of the Association or the Association's agents, officials, employees, contractors, members or participants, and the Association agrees to indemnify and hold harmless the City, its agents, officials and employees and any umpire or official from any and all claims for any such damage arising out of the activities of the Association, its agents, officials, employees, contractors, members and participants. The Association shall provide proof to the City at least ten (10) days prior to the beginning of each playing season that it holds a policy of public liability insurance in the amount of one million dollars that also names the City as additional insured under the terms of the policy.

12. FOOD/DRINK SALES. All food or drinks prepared, served, sold or stored shall be done in strict conformity with all City ordinances and the Association shall be responsible for obtaining any Health Department Certificates as stated in the "Concession Agreement". Additional requirements are stated in the "Concession Agreement" and violations may result in a City of Terrell citation and/or stand closure. The City will make every effort to provide the Association with access to the concession stand at least two (2) weeks prior to each season starting.

13. SCHEDULING. A league schedule must be submitted to the City at least two (2) weeks prior to the start date if available. All schedule changes including but not limited to cancellations, make-ups, playoffs, etc., must be given to the City as soon as they are available. Every effort should be made by the Association to maximize field use and schedule facilities in a manner that is prudent and cost effective for the City. The City reserves the right to review the Association's league or tournament schedules and make changes for optimal field utilization.

14. USER FEES AND ROSTERS. For each playing season, the Association shall pay the City a user fee of seventy five (\$75.00) dollars per team. The Association will be required to submit a copy of all team rosters to the City by the fourth (4th) week of the season. For data collection purposes, team rosters must indicate where participants are domiciled. All roster copies must be certified by the Association prior to submittal. The City will calculate the total fee due and provide the Association with an invoice for payment. Full payment is due to the City within thirty (30) days of receipt of invoice. Failure to disclose all participants will result in a breach of this Agreement and penalties may be assessed. All Roster data will be returned to the Association, not stored permanently on City premises.

15. KEYS. The Association will be issued keys to access facilities covered by this Agreement at least two (2) weeks prior to taking possession of the Premises. A deposit of two hundred dollars (\$200.00) is required for four (4) keys; each additional key issued will require a fifty (\$50.00) dollar deposit. Keys must be returned to the City no later than two (2) weeks following the conclusion of the last season of the year. Lost or non-returned keys will result in a forfeiture of deposit (\$50.00 per key). The City may impose a re-coring fee of one-thousand dollars (\$1,000.00) should a lost key result in a security concern.

16. FIELD LIGHTS. The Association may utilize field lighting systems for league games at no cost. Use of fields and lights for practicing must be scheduled through the City and the Team will pay twenty dollars (\$20.00) per hour for lit fields and ten dollars (\$10.00) for unlit fields, per one and (1) hour per field. For automated light systems requiring activation for unscheduled games, a

service fee of twenty dollars (\$20.00) per call out will be billed to Associations after the 3rd call for service outside of regular business hours. The Association agrees to stop all play by 11:00 p.m. for youth league games and 11:30 p.m. for adult league games. For lighting requests outside of normal play i.e., tournaments, special events, the Association must submit a request to the City before exceptions will be granted.

17. PUBLIC INFORMATION. The name and contact information for the Association President must be submitted to the City and will become public information. The Association shall also post on their Internet Website the names and contact information of their most current board members, constitution, bylaws, criminal background check policy, grievance procedures, playing rules and meeting times. Any adopted changes to this information shall be posted in a timely manner as an update to the Association's Internet Website. If the Association does not have an Internet Website, the Association shall mail a copy of these documents to all the Association's interested parties before the Facility Use Agreement will be finalized. The Association agrees to take every precaution to protect the identity of participants if releasing information.

18. FINANCIAL RECORDS. At the conclusion of each season, the Association must submit to the City a copy of a certified income statement showing the difference between revenues and expenses and the net income or net loss. Access to facilities or renewal of subsequent Facility Use Agreements will not take place until this documentation is provided. This information should also be made available to the public upon request. The City reserves the right to call for a review of any Association financial records including audits of the previous year's financial activities.

19. ASSOCIATION APPEALS PROCESS. Appeals or grievances may only be brought to the City if the Association is being accused of violating their by-laws, any existing state or federal law, City ordinances or engaging in conduct that is objectionable or contrary to the City's interests. Any appeals that are brought to the City will be handled by City of Terrell Public Services staff and all decisions will be final.

20. PENALTY. Failure of the Association to comply with and implement the above policies, rules, regulations or conditions shall constitute a breach of this Agreement and the City may choose to limit access to concession stands and fields or not renew subsequent agreements.

21. INDEPENDENT AGENT. Nothing contained in this Agreement shall be deemed or construed to create a relationship other than that of Lessor and Lessee by these parties or any third party.

22. TERMINATION. Violations of any of the provisions of this Agreement will constitute a default, which may result in the termination of this Agreement. The City will notify the Association of any default and provide ten (10) days for correction. If the City intends to declare this Agreement terminated such notice will be sent by certified mail. Upon termination, the Association will have five (5) days to remove all Association property. Any such property which remains in or on the Premises after termination of this Agreement shall become City property and may be removed or disposed of by the City as the City sees fit.

23. AMENDMENTS, GOVERNING LAW AND VENUE. Amendments and alterations to this Agreement shall be made in writing. This Agreement shall be governed by the laws of the State of Texas, and the parties agree that this Agreement is performable in Kaufman County,

Texas.

24. SEVERABILITY. If any provision of this Agreement shall fail or be stricken for any reason whatsoever, the remainder of this Agreement shall remain in full force and effect.

This Agreement is made and entered into this ____ day of _____, 2015.

CITY OF TERRELL, TEXAS

By: _____
Torry L. Edwards, City Manager

ATTEST:

By: _____
John Rounsavall, City Secretary

Approved as to form:

City Attorney or his designee

ATTEST:

Association Name: _____

Print Name: _____

Title: _____
"Association"

Title: _____

By: _____
Signature

Print Name: _____

Association Contact:
(Gary Bearden)

City Contact:
Glenn Caldwell, Director
Public Services
City of Terrell
P.O. Box 310
Terrell, Texas 75160

EXHIBIT "A" CITY-OWNED FIELD MAINTENANCE GUIDELINES

1. The Parks and Recreation Department (City) shall maintain as available resources allow, all turf areas on the fields to include mowing, weed control, fertilizing, herbicide spraying and irrigation.
2. The City shall perform all turf maintenance and reserves the right to use sand, soil, etc. in leveling or backfilling low areas when deemed necessary.
3. The City shall be responsible for the following:
 - * layout and marking all field lines at least once/week or as needed.
 - * maintaining all goals, fences, and gates in a safe and secure condition.
 - * maintaining all bleachers in a safe and secure condition.
 - * maintaining all area and field lighting systems.
 - * maintaining all fixed assets including but not limited to scoreboards, fencing, etc.
4. The City shall be responsible for the maintenance and watering schedule of all irrigation systems for any athletic fields, adjacent parks or non-athletic turf areas. It will be the City's option to implement any changes as needed in the watering schedules.
5. The Association shall be responsible for daily game day policing of all litter on their field(s) to include playing areas, dugouts, fences, backstops, bleachers, concession stands and adjacent grounds. All litter shall be placed in trash bags for pick up at a designated site. The City shall provide for the pick up of trash bags but the Association will be required to bag any loose litter thrown into receptacles or dumpsters. Any loose litter will not be collected and must be bagged before it will be picked up.
6. The Association, with the approval of the City, will be responsible for the storage and the pick up of all equipment after the completion of each game, i.e. bases, drags, ladders, concession boxes, barbecue grills or any other items as needed. There will be no storage of any motorized vehicles in any Athletic Complex concession stands.
7. The Association shall be prohibited from performing any maintenance to any turf or field areas without written permission from the City.
8. The Association shall submit in writing to the City of Terrell Parks and Recreation Department within 90 days before the start of each season any request for additions/renovations to game/practice sites.
9. Associations must receive prior approval to operate off-road vehicles, i.e. golf carts, on non-paved surfaces. Personal vehicles may be used to load and unload but should not be driven on playing surfaces or parked in a complex.

EXHIBIT "B" CONCESSION STAND AGREEMENT

1. The Association shall have exclusive use of the concession stand(s) located on the premises described in the Facility Use Agreement (the "agreement") between the City and the Association for each season. The Association will operate the concession stand as an independent contractor and its agents, officers, employees, contractors, volunteers, members, participants, or operators, will not be deemed agents or employees of the City.
2. In the operation of the concession stand, the Association shall be responsible for the purchasing, selling and pricing of all products sold in the concession stand. The Association shall all have the responsibility of providing staff for the operation of the concession stand and reporting all sales taxes. The Association shall be entitled to collect the proceeds of sale for products sold at the concession stand and pay the City fifteen (15%) percent of the gross receipts on a monthly basis. All necessary documentation to verify money collected from the sale of products.
3. The Association shall remove all debris, trash and maintain the premises in good condition during the hours of operation and at all times observe such rules and regulations as set forth in the Terrell City Code, state and federal law, applicable health regulations and any other rules and requirements set forth by City Staff. Any and all license or permits required for the operation of the concession stand and sale of food products shall be the sole responsibility of the Association and proof of same shall be furnished to CITY.
4. The City shall not be liable to the Association or the Association's agents, officials, employees, contractors, volunteers, members, participants or its concession stand customers for any damage to persons or property arising out of the activities of the Association or the Association's agents, officials, employees, contractors, volunteers, members, participants, and the Associations agrees to indemnify the City from any and all claims for any such damage. The Association shall maintain a policy of public liability in the amount of one million dollars and will list the City as additionally insured.
5. The Association shall provide all supplies needed to operate the concession stand. It shall be in operation during any and all times there is a game or tournament not excluding other events that are scheduled and operated by the Association.
6. For the duration of this agreement, the City shall provide utility services, landscaping, mowing, maintenance and repairs to the facility and fields. The Association will maintain the concession stand, restrooms, plumbing fixtures, walls, ceilings, floors, cabinets, doors, non-fixed equipment, etc., in a clean, safe and sanitary condition. Any repairs of fixed assets needed by the City of Terrell should be reported to the Public Services Department upon discovery. The Association will be responsible for contracting repairs of all "non-fixed appliances" i.e. any portable equipment used in the operation of the concession stand.

7. The Association shall be responsible for all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc., generated by the concession stand inside and outside of the complex area. The City shall furnish an adequate number of trash receptacles. All trash will be placed at a designated site for pickup.
8. The City shall be responsible for off-season closure of plumbing fixtures and cutting off all water inside the concession stand. If winter conditions necessitate winterizing before the end of the season, the City will notify the Association as soon as possible. The City will have all water to concession stands turned on at least two weeks prior to the season starting, weather permitting.
9. Perishable items may not be stored in-between seasons and storage of any kind is prohibited in the plumbing pipe chases. Electrical service will be shut off in between seasons.
10. The Association shall be responsible for the security of the building property to include any alarm monitoring costs. Security devices may be installed by the City at the Association's cost. Further, the Association is responsible for the total contents of the concession stand, securing any insurance for all of the contents and paying for insurance premiums.
11. The City reserves the right to utilize the concession stands and/or score booths during times not used by the Association.
12. Any vehicle used by the Association for the operation of such concessions must comply with state vehicular inspection standards and be approved by the City for park areas and park users. Delivery trucks shall not be permitted within the park area unless there is an existing service drive. Persons operating concessions shall see that the deliveries are made from designated service drives leading directly to the building. At fenced facilities, all delivery trucks are prohibited from pulling inside the fenced-in area.
13. The concession facilities shall only be operated by the Association, its agents, officers, employees, volunteers, and members, and such operation shall occur only during regularly scheduled league or tournament games. The City reserves the right to contract out concessions services for any event outside of association league use at the premises.
14. The Association may use pre-approved portable concession facilities to be operated by its agents, officers, employees, volunteers, and members and shall leave such portable concession facilities on park premises between games at the Association's expense and own risk. The Association shall not construct any permanent or semi-permanent structure on park property for the purpose of vending concessions. All portable concession/port-o-let facilities may be installed one week prior to the start of their season, at a City approved location, and must be removed from the premises within one week following the conclusion of their season.
15. The Association shall be prudent in it's care of the property and keep said premises and its fixtures in good repair. A City representative and the Association will conduct a pre

and post season inspection of the concession stand throughout the term of this agreement. At the end or expiration of agreement, the Association will return the premises in good order and condition. No improvements or alterations shall be made in or to the Premises without the consent of the City in writing. The City reserves the right to enter any concession stand or building at any time without notification.

16. The Association shall not have the right to sublease or assign this agreement to anyone without prior written consent of the City.
17. This agreement constitutes the entire agreement between the parties and shall not be modified except by the instrument in writing signed by all parties.

Demeter Turner

From: craig.anthony@att.net
Sent: Friday, August 28, 2015 12:49 PM
To: Glenn Caldwell; Demeter Turner; Percy Butler
Cc: Gary Bearden; Joe Pirotte; Joe lindsey; Ramona Luera; Mitzi Cook; robert moore
Subject: Facility Notes

Glenn/Percy

Here are some of the items I noted after my field/concession stand inspection.

Fields

Not sure which two fields would be used for league play, so these are general observations.

The 2nd pitching rubber is not on all fields.

USSSA is moving towards 70' bases. (Something for next year).

Safety base at first is needed.

Base plugs might be needed if the bases are to be picked up and stored after league play.

Make sure batters boxes don't have bricks to prevent digging in under the dirt. (Safety concern).

Can the scoreboard controllers have mounts built to allow them to be hung on the fence, so that umpires can operate scoreboards?

Need to verify that the lights will provide proper lighting during game play.

Will need a few more trash cans and/or a dumpster for disposal of trash.

Concession Stand

The primary door is in need of repair and additional locking capabilities to insure security of equipment and merchandise.

Service windows also need additional locking capabilities.

Verify ownership and condition of equipment (ice machine, merchandiser, etc.)

Some cosmetic repairs needed to cabinets.

Thanks in advance for your assistance and partnership!

Craig Anthony

