

**NOTICE OF REGULAR PARKS AND RECREATION BOARD
MEETING AND AGENDA
THE CITY OF PRINCETON, TEXAS
March 5, 2012
Meeting Time and Place**

The Parks and Recreation Board of the City of Princeton will meet in Regular Session on Thursday, **March 5, 2012 at 6:30 PM** at the regular meeting place, the Council Chamber in City Hall, located at 123 W. Princeton Drive in Princeton to discuss the following:

Debbie Fahrenthold,
Board Member

Richard Sheehan,
Board Member

Mark Delaney,
Board Member 2

Heidi Leatherman
Board Member

Vacant,
Board Member

CALL TO ORDER

ROLL CALL

Debbie Fahrenthold _____
Mark Delaney _____
Vacant _____

Richard Sheehan _____
Heidi Leatherman _____

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

Consent Agenda: All consent agenda items listed are considered to be routine by the Parks and Recreation Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

1. Discussion and possible approval of the Princeton Parks and Recreation Board regular meeting minutes of June 2, 2011.

REGULAR AGENDA

1. Discussion and possible action to appoint a President for the Princeton Parks and Recreation Board.
2. Discussion and possible action to appoint a Vice-President to the Princeton Parks and Recreation Board.

3. Discussion and possible action to appoint a Secretary to the Princeton Parks and Recreation Board.
4. Discussion and possible action to approve the proposed lease agreement for the Concession Stand at the Community Park and fees associated to the lease of the Concession Stand.
5. Discussion and possible action regarding the Facilities Utilization Agreement between the City of Princeton and any organization wishing to use the facility.

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Future Agenda Items

Request for items to be placed on a future agenda and NOT for discussion of these requests.

REPORT AGENDA

City Manager/Director of Municipal Services

- Financial Report
- Easter egg Hunt, Saturday, April 7th at 11:00 a.m.
- Princeton Clean Up Day, Saturday, April 14th, 8:00 – 2:00

ADJOURNMENT

CERTIFICATE

I hereby certify the above Notice of Meeting was posted at the Princeton City Hall
March 1, 2012 @ 2:05 am/pm


Lesia Thornhill, City Secretary

STATEMENT FOR ADA COMPLIANCE

The City of Princeton acknowledges its responsibility to comply with the Americans with Disabilities Act of 1990. Thus, in order to assist individuals with disabilities who require special services (i.e., sign interpretation services, alternative audio/visual devices, and amanuenses) for participation in or access to the City of Princeton sponsored public programs, services and/or meetings, the City requests the individuals make requests for these services forty-eight (48) hours ahead of the scheduled program, service and/or meeting. To make arrangements, contact Lesia Thornhill, City Secretary, or other designated official at 972-734-2416.

MINUTES OF THE
CITY OF PRINCETON
REGULAR PARKS & RECREATION ADVISORY
BOARD MEETING OF JUNE 2, 2011

The Princeton Parks & Recreation Advisory Board met in a regular session in the Council Chamber at City Hall, located at 123 W. Princeton Drive, Princeton, Texas on Thursday, June 2, 2011.

The following Board Members were present: Chairman Chad Larson, Vice-Chairman Bill Glass, Ryan Timmons and Kyle Ackerman. The following staff members was present: Cathy Dunkel, Park Coordinator, Ladis Barr, Official Building Inspector, Joseph Portugal, City Manager and Lesia Thornhill, City Secretary. The following Board Member was absent none. Guest was Dennis Sims, Park Planner.

Chairman Larson called the meeting to order at 7:19 p.m.

Chairman Larson called Roll Call to certify a quorum was present.

Board Member Timmons led the Pledge of Allegiance.

Consent Agenda: “Discussion and possible approval of the Princeton Parks and Recreation Board Regular Meeting Minutes of January 6, 2011.” Vice-Chairman Glass made a motion to approve the minutes. Chairman Larson seconded the motion. The motion carried unanimously. 4-0

Regular Agenda:

1. “Receive a report, hold a discussion and consider possible action to give staff direction regarding the development for Heights Park.” Mr. Sims and Mr. Portugal spoke on this item. No Action Taken.
2. “Receive a report, hold a discussion and consider possible action to give staff direction regarding applying for the 2011 Collin County Project Funding Assistance Program to fund the construction of the Hike/Bike Trail.” Mr. Portugal and Mr. Sims spoke on this item. Chairman Larson made a motion for staff to apply for the Collin County Funding Program. Member Ackerman seconded the motion. The motion carried unanimously. 4-0
3. “Receive a report, hold a discussion and consider possible action to give staff direction regarding adoption of a Concession Stand Lease Agreement.” Mr. Portugal spoke on this item. Chairman Larson made a motion to adopt the Concession Stand Lease Agreement with the corrected fee schedule attached to the agreement. Vice-Chairman Glass seconded the motion. The motion carried unanimously. 4-0
4. “Receive a report, hold a discussion and consider possible action to give staff direction regarding the amendment of the Princeton Special Event Permit.” Mr. Portugal spoke on this item. This item was table for next month meeting.
5. “Receive a report, hold a discussion and give staff direction regarding the following items:
 - A. Financial Report: May 2011 – Mr. Portugal spoke on this item.
 - B. Community Development Corporation: Mr. Portugal spoke on this item.
 - C. Park Projects: Concession Stand - Mr. Portugal and Mr. Barr spoke on this item.
 - D. Upcoming Events: 4th of July – Ms. Dunkel spoke on this item,
 - E. Next meeting: July 7, 2011

6. "Consider a request for items to be placed on a future agenda and NOT for discussion of these requests."
 1. Fee Schedule
 2. Collin County Grant
 3. Donation on website
 4. Parks Hours
7. Adjournment: Member Ackerman made a motion to adjourn. Chairman Larson seconded the motion. The motion carried unanimously.
8. The meeting adjourns at 8:31 p.m.

Proposed change to City of Princeton Ordinance 2009-05-26-2

EXHIBIT "A"

PARK USER FEES – ORGANIZED SPORTS ORGANIZATIONS USAGE

Park User Fees

- Athletic Fields:
 1. Organized leagues: \$ 4.00 per participant/within
Princeton School District
\$15.00 per participant/outside
Princeton School District
 2. Individual Practice – No Lights \$10.00 per hour
 3. Individual Practice – With Lights \$30.00 per hour
 4. Tournament fees:
 - a. Tournament: \$75.00 plus 60% of lighting cost
 - b. Per team: \$25.00
 - c. Deposit: \$200.00
 5. Concession stand
 - a. Games \$90.00 (8 hour usage)
 - b. Tournaments \$125.00 (Day usage)
 - c. Deposit: \$250.00

- Participation Fees:
 1. Individual Resident \$15.00
 2. Individual Non-Resident \$20.00

- Non Athletic Reservations:
 1. P.O.W. Park Pavilion \$25.00 per 4 hours
Deposit \$50.00
 2. Memorial Park Gazebo – Resident \$25.00 per 4 hours
Deposit \$250.00
 3. Memorial Park Gazebo – Non-Resident \$50.00 per hours
Deposit \$300.00
 4. Concession Stand - Resident \$60.00 per 4 hours
Deposit \$250.00

*Park User Fees – Princeton Youth Sports Association**

- Athletic Fields
 1. Organized Leagues \$ 4.00 per participant
 2. Lighting Charge 10% of lighting cost
 1. Tournament Fees
 - a. Tournament \$50.00
 - b. Per Team \$20.00
 - c. Lighting Charge 10% of lighting cost
 - d. Deposit \$200.00

Proposes amendment to City of Princeton Ordinance Sec.50-9

(7) Concession use fees.

- a. *Fee.* A fee as identified in the most recent comprehensive fee ordinance is to be paid for the scheduled, exclusive use of the concession stand. This fee covers the scheduled, exclusive use of the concession stand for the normal reservation period not to exceed a set time frame.
- b. *Deposit.* In addition to the use fee, a refundable deposit as identified in the most recent comprehensive fee ordinance shall be made when the facility is reserved.
- c. *Deposit refund.* The concession stand reservation deposit may be refunded provided the concession stand and the surrounding area is left free of trash and refuse and the concession stand and any fixtures on or around it are undamaged.
- d. *Forfeit of deposit.*
 1. All deposits and fees paid shall be forfeited and not refunded if the cancellation of reservation provisions of this article are not followed in the event the concession stand reservation is not needed or used.
 2. All or a portion of any deposit made may be retained by the city to pay the costs of repairing damages sustained by the facility or fixture or to pay costs of clean up in the event, the concession stand and surrounding area are not left in a clean condition.

LEASE OF PARK CONCESSION STAND

Date:

Lessor: City of Princeton, Texas

Lessor's Address: 123 W. Princeton Drive, Princeton, Texas

City Official: _____

Lessee: _____

Lessee's Address: _____

Property to be leased: POW Park Concession Stand

Base Rent: \$_____ per month/week/event/hour.

Term: _____

Commencement Date: _____, 2011 at _____ a.m/p.m.

Termination Date: _____, 2011 at _____ a.m/p.m.

Clauses and Covenants

USE: POW Park Concession Stand. Lessee shall have the right to use the Concession Stand for all lawful purposes during the term set forth herein, subject to compliance with rules, regulations and terms set forth herein and in the City's Code of Ordinances.

LIABILITY INSURANCE: Renters may be required to furnish a Certificate of Insurance on behalf of the renter. All functions that are sponsored in whole or in part by the City may be exempt from this requirement, if determined appropriate by the City Official.

Release of Claims/Subrogation. Lessor and Lessee release each other from any claim, by subrogation or otherwise, for any damage to the property, or personal property on the property, by reason of fire or the elements, regardless of cause, including negligence of Lessor or Lessee. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

Notice to Insurance Companies. Lessor and Lessee will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.

Read and Understood by renter: _____

TERMS AND CONDITIONS:

A. LESSEE AGREES TO--

1. Accept the Property in its present condition "AS IS."
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Property, including but not limited to:
 - a. Code of Ordinances: Sec. 50-6 and Sec. 50-8
3. Pay the Base Rent and any Fees to Lessor at Lessor's address.
4. Allow Lessor to enter the Property to perform Lessor's obligations and to inspect the Property.
5. Keep Property clean and unobstructed.
6. Repair any damage to the Property caused by Lessee.
7. Submit in writing to Lessor any request for repairs, replacement, and maintenance that are the obligations of Lessor, citing the source of such obligation.

B. LESSEE AGREES NOT TO--

1. Use the Property for any purpose other than that stated in the lease.
2. Create a nuisance.
3. Permit any waste.
4. Use the Property in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the Property.
5. Alter the Property
6. Allow a lien to be placed on the Property.
7. Assign this lease or sublease any portion of the Property.
8. Allow children to remain in the cooking area of the Property for any significant amount of time.
9. Make any physical additions or permanent improvements to the Property.

C. LESSOR AGREES TO—

1. Lease to Lessee the Property for the entire Term beginning on the Commencement Date and ending on the Termination Date, subject to Lessor's right of termination or cancelation contained herein or in City ordinances.
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Property.
3. Insure the Property in an amount and manner as is customary for the Lessor to insure other properties of similar use.
4. Provide and pay for all city utilities used by Lessee.

Read and Understood by renter: _____

D. LESSOR AGREES NOT TO--

1. Interfere with Lessee's Possession of the Property during the Term as long as Lessee is not in default or subject to termination or cancelation.

E. LESSOR AND LESSEE AGREE TO THE FOLLOWING:

1. **Termination.** Lessor may terminate this Lease due to a scheduling conflict, life, health or safety concerns or for violations for any term, condition, rule or regulation hereunder. The only remedy available to Lessee, if permitted herein, is return of any fees paid not used or made necessary by damage caused by Lessee.
2. **Governing Law and Venue.** This Lease Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue shall lie in Collin County, Texas.
3. **Entire Agreement.** This Lease, its terms, conditions, rules and regulations, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease.
4. **Limitation of Warranties.** **THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.**
5. **Abandoned Property.** Lessor may retain, destroy, or dispose of any property left on the Property at the end of the Term.

RULES AND REGULATIONS

The Citizens of Princeton have constructed a facility that they would like for the public to have access to and enjoy. To keep this structure available for public use the City must make and enforce rules for its success. Should you have any comments regarding these rules and regulations please contact the City Official in charge of the rentals.

1. Reservations must be made in person at the Princeton City Hall, Office of City Manager or his designee ("City Official") during normal operating business hours. The applicant that is renting the property will be the only person dealt with by the City Official to make any changes, unless authorization is given in writing. An official reservation or hold will not be placed on the facilities until the actual fees are **received** by the City Official.

2. Each person/group using the Concession Stand shall be required to sign a statement of damage. This statement shall guarantee that any person/group reserving the building shall be responsible for damages to building, grounds and/or equipment. Each person/group is responsible for their guests, whether invited or not. A refundable damage deposit is also required and is listed on the fee schedule, available from the City Official.
3. **The rental fee charges are from the time renter enters the building until the time renter leaves the building, which includes set-up and clean-up times.**
4. **Do not tape, staple, glue, tack, nail or otherwise affix any objects to the walls, floors or ceilings.**
5. The maximum occupancy of the Concession Stand is ___ occupants, under no circumstances should there be more persons than the buildings maximum occupancy. All persons working in the Concession Stand must be 18 years of age or older.
6. All City Buildings have been designated as **"NO SMOKING"** and there will be No Smoking in any building or portion thereof.
7. No firearms or explosive devices are allowed on the property by renter or guests.
8. The City Official reserves the right to cancel the Rental Agreement at anytime to conduct city business. If this occurs the renter will get a full refund on all monies and deposits made, as long as the building has not been used.
9. A full refund will be given if a natural disaster or evacuation occurs within the City of Princeton during the rental period.
10. The building should be in the same condition as it was upon arrival, this will be insured by doing a walk-through, by the City Official prior to and after the rental.
11. No equipment will be loaned out, some items are available for use with the facility, although the City will bear no extra expense for special needed equipment.
12. An adult (21 years of age minimum) will be required to sign the liability agreement guaranteeing against damage to the building, grounds and/or equipment. The person signing the agreement shall be at the Concession Stand during the entire rental period.
13. Lessee must call for appointments:
 - a. Before rental: Walk through of building with the lessee and "City Official" is required before key is issued.
 - b. After rental: Final walk through inspection required and key returned before deposit is refunded.
14. When the exterior grounds are used, additional fees may be applied consistent with the City's Fee Ordinance.
15. The City reserves the right to limit times and dates for rental and further reserves the right to require City Employee(s) to be on site during particular events at the cost of the renter.

Read and Understood by renter: _____

16. All fees and deposits due will be paid in full at least ten (10) days prior to the first day of the rental. If the rental is scheduled within the (10) ten days, the full fee and deposits are due upon reservation.
17. Any personal property left in the Concession Stand after the rental period has expired will not be the responsibility of the City.
18. No pets or livestock will be on City property with the exception of providing assistance to the blind or handicapped.
19. If cancellation by Lessee of the reservation is made more than five (5) days prior to the reservation a full refund will be given. If cancellation of the reservation is made within two (2) to five (5) days prior to the reservation a twenty dollar fee will apply. If cancellation of the reservation is made less than two (2) days prior to the reservation a seventy-five (\$75) dollar fee will apply. If no cancellations are made and the building is not used, no refunds will be given for the rental period. This shall include if Police Officers are contracted to work the event, any and all actual fees must be paid to them.
20. The cleaning deposit will be refunded if food, drinks, trash, decorations and other refuse is cleaned and discarded. The floors and equipment must be maintained along with the restroom and kitchen facilities. Renter may be required to furnish some cleaning supplies, such as extra garbage bags, although vacuum, mop and broom will be furnished.
21. Should any disturbance, violation of City Laws, State Laws or United States of America occur the City Official or its representative has the right to demand immediate vacancy of the building with no refunds of deposits or fees given.
22. The building will not be rented to an organization or person for which a fee is charged to enter premises or building, unless waived by City Administration.
23. The City reserves the right to refuse rental of the building, grounds and/or facilities to any person, group or organization, who in our opinion, will or has previously misused or damaged the facility or any City owned or operated equipment or grounds; refused to cooperate with the rules and regulations of the City's rules or purpose.
24. The City reserves the right to inspect, during the rental period, to ensure that all rules and regulations are being adhered to.
25. You must check the building upon entering, if anything is found to be out of order or damaged you must report this to the City Official. If it is after hours, call the Police Department and have an officer meet you at the Concession Stand to report the abnormality, the 24 hour number is 972-_____-_____-_____ or the Collin County Sheriff dispatcher at _____-_____-_____. Remember, you are responsible for the building and the grounds during your rental period.

Read and Understood by renter: _____

All of the above and foregoing pages have been read and understood, and I further agree to abide by all.

Renter

Date

Witness

Read and Understood by renter: _____

Waiver of Liability, Release and Hold Harmless

I acknowledge and understand that the City Council, its officials, employees, representatives or agents shall not be liable for, nor do they assume or accept responsibility for, injury or accident which could occur during the event while the Lessee

Official name of organization

is on the premises; and I thereby release and hold harmless the City, City Council, its officials, employees, representatives, agents and any participating groups, staff and instructors, and all other persons and entities associated directly or indirectly with the event, from all injury, damage or loss.

By: _____

Its: _____

Witness:

Read and Understood by renter: _____

CITY OF PRINCETON CONCESSION STAND RESERVATION APPLICATION

Date: _____
Applicant: _____
Drivers License or Identification: _____
Address: _____
City: _____ Zip: _____
Group/Organization/Occasion: _____

Home Phone: _____
Business Phone: _____
Please give a name and phone number of an alternate contact: _____

Type of Event: _____

Date of Event: _____
Time facility requested: _____ to _____
Is Event a Teen Dance or Youth Function for persons younger than 18: _____
Private Party: _____ Open to the Public: _____
Approximate number of guests: _____

DEPOSITS AND FEES

Fees Paid \$ _____	Date Paid: _____
Cleanup Deposit Paid \$ _____	Date Paid: _____
Damage Deposit Paid \$ _____	Date Paid: _____
Police Officer Fee \$ _____	Date Paid: _____
Employee Fee \$ _____	Date Paid: _____

Read and Understood by renter: _____

FACILITIES UTILIZATION AGREEMENT

The parties to this agreement are the **City of Princeton**, Texas, hereafter called "**CITY**", and the _____, herein called "**CLIENT**".

FOR AND IN CONSIDERATION of the mutual undertakings herein set out, the parties agree as follows:

I. PREMISES

CITY agrees to provide game fields for **CLIENT** at Princeton Community Park herein called PREMISES in accordance with the terms of this agreement. Both **CITY** and **CLIENT** acknowledge that these premises are owned by **CITY** and provided for the benefits of all citizens of Princeton. **CITY** shall maintain final approval over the use of PREMISES for the provision of sports practice, leagues and tournaments that is structured and made available to all applicable **CLIENT**.

II. SEASONS AND HOURS

The season(s) of this agreement shall be spring summer fall winter. Usage of the PREMISES should generally not begin before 4:00 p.m. on weekdays, and end no later than 10:00 p.m. On Saturday, games should not begin before 8:00 a.m. and end no later than 10:00 p.m. On Sunday, games should not begin before 8:00 a.m. and end no later than 10:00 p.m. Occasionally special circumstances may arise which may cause games to run over time. However, this occurrence will not be allowed on a regular basis.

Because of the importance for giving turf areas adequate rejuvenation time and to enable **CITY** to perform periodic special maintenance, the PREMISES shall be available to **CLIENT** on a High, Modified and No/Low activity level basis as follows:

<u>Date</u>	<u>Season</u>	<u>Location</u>	<u>Level</u>
1 st of March thru the end of May	Spring	Community Park	High
1 st of June thru end of July	Summer	Community Park	High
1 st of August thru end of November	Fall	Community Park	Modified
1 st of December thru end of February	Winter	Community Park	Modified

Define Level

High – All fields used for activity.

Modified – Half to All fields dedicated for maintenance upgrades as budget allows.

Fields will be fertilized and regular maintenance as needed through out the season at the discretion of the Director of Public Works or their designee. Permission for assistance of such maintenance from any outside source will be through the Director's Office only. All dates for maintenance activities are approximate, and can be moved forward or back depending on Parks Department needs and budget allocations.

CLIENT agrees not to expand schedules, length of league play, and number of tournaments nor add seasons without prior approval of **CITY**. All scheduling of fields for practices, games, or tournaments by **CLIENT** must be approved through the **CITY**.

III. RENEWAL OR TERMINATION

This agreement must be renewed on an annual basis in January of each year, with **CLIENT** having the right of first refusal to enter into the new agreement. Either party must request changes in the agreement 60 days prior to the renewal date. There will be no automatic renewal of the Agreement and it is the sole obligation of the **CLIENT** to notify **CITY** of the intent to renew under the same or proposed modified terms. Written notification by the **CITY** must be provided to the President of **CLIENT** at their residence as set forth in the Agreement under signature. Written notification by **CLIENT** must be provided to the Director of Municipal Services at P.O. Box 970, Princeton, Texas 75407.

The **CITY** reserves the right to terminate or not renew the Agreement for failure to comply with the terms of, or any obligation under, the Agreement, failure to pay fees and/or any applicable **CITY** ordinances. The **CITY** may immediately suspend usage by **CLIENT** for serious violations of the Agreement, misuse of **CITY** property, personal injury or death pending investigation or lapse of insurance coverage. Any such suspension may be appealed to the City Administrator.

IV. FEES AND ASSIGNMENT

It shall be the responsibility of the **CLIENT** to collect all user fees and to submit these fees along with team rosters to the **CITY** not more than thirty (30) days after the final sign up for that season. **CLIENT** will provide the **CITY** with the final sign up date.

It shall be the responsibility of the **CITY** to provide the **CLIENT** a monthly billing statement for all fees due and payable by the **CLIENT** each month. Failure to timely bill **CLIENT** shall not negate the obligation to pay the fees when due or invoiced.

CLIENT shall not assign this agreement nor shall it rent out any of the PREMISES or other city property without prior written consent of the **CITY**. Any request for assignment or rental made by any third party to **CLIENT** shall be referred to the Director of Municipal Services.

See Exhibit 'A' Park User Fees

V. TOURNAMENTS

CLIENT may host tournaments under the terms of this agreement.

A tournament is classified as play by any organization that requires play by a team in a "bracket" format that has defined placement of team standings due to one or more games outside of regular scheduled game play of one game a day with the exception of "make up dates".

See Exhibit 'B' Tournament Policy and Procedures Manual.

VI. UNLAWFUL ACTIVITIES

CLIENT shall not engage in any activities on the PREMISES that are in violation of any existing state, federal, local law or use the PREMISES in such a manner as to hinder or interfere with the use and enjoyment of park patrons engaged in lawful activities.

VII. PERMISSION FOR INSTALLATION, CONSTRUCTION OR MAINTENANCE

CLIENT shall submit in writing to the Director of Municipal Services any proposal to install, construct or modify temporary structures, signs, equipment, or other related items prior to the commencement of any work. It is the **CLIENT'S** responsibility to remove any and all temporary structures, signs, equipment, or other related items at the end of every game, tournament, or function, unless expressly agreed to in writing as part of this Agreement, including provision for insurance coverage and indemnity. All units not removed will be subject to removal by the **CITY** and charged a removal fee and costs of storage. All applicable city codes must be followed. Approval of the proposal shall rest solely with **CITY**.

VIII. INDEMNITY

CLIENT SHALL INDEMNIFY, HOLD HARMLESS, PROTECT, AND DEFEND THE **CITY**, ITS OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, AGAINST ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BODILY INJURY, ILLNESS, DEATH, PERSONAL INJURY OR PROPERTY DAMAGE THAT OCCUR OR ARE ALLEGED TO HAVE OCCURRED IN WHOLE OR IN PART AS A RESULT OF THE ACTIVITIES, NEGLIGENCE OR FAULT OF **CLIENT**, ITS EMPLOYEES, AGENTS, REPRESENTATIVES, ATTENDEES OR PARTICIPANTS, WHETHER SUCH CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, AND EXPENSES ARE CAUSED IN PART BY AN INDIVIDUAL OR ENTITY INDEMNIFIED UNDER THIS AGREEMENT. **CLIENTS** INDEMNIFICATION OBLIGATION SHALL NOT INCLUDE INDEMNIFICATION FOR AN INDEMNITEE'S OWN NEGLIGENCE NOR SHALL IT

INCLUDE THE DUTY TO DEFEND FOR CONCURRENT NEGLIGENCE CLAIMS AGAINST BOTH **CLIENT** AND THE **CITY**.

IX. CONCESSIONS

All food or drink prepared, served, sold or stored shall be done so in strict conformity with all city, county, state and federal law. It shall be the **CLIENT'S** responsibility to coordinate any and all required health inspections and licensing for their concession operations. The usage of the park concession stand shall be subject to the rates and rules of Exhibit "C" and shall not be a waiver of the above stated rules. Reservation of fields does not constitute usage of the concession stand. Failure to comply with state and local regulations, or obtain the necessary inspections or display the requisite permits shall require immediate cessation of associated activities until such violation is cured.

See Exhibit "C" Concession Stand Usage and Fees

X. DOCUMENTS AND OFFICERS

CLIENT shall submit to the **CITY** within two (2) weeks of signing this agreement:

1. A current copy of rules and regulations, charters, constitution and by-laws of **CLIENT**.
2. A current copy of rules and regulations, charters, constitution and by-laws of the league that the **CLIENT** is affiliated with.
3. Names, addresses and phone numbers of all current officers and board members of **CLIENT** shall be submitted to the Director of Municipal Services. In the event of an election or appointment, the names, addresses and phone numbers of the new officer(s) or board member(s) shall be submitted to the Director of Municipal Services within two (2) weeks. Notice shall only be sent to the President of the address listed below.
4. The schedule and location of **CLIENT** Board of Directors meetings.
5. Schedule of names and contact numbers of on site field representatives during the season.
6. Policies and procedures for dealing with medical emergencies, and hazardous weather conditions.

CITY shall submit to **CLIENT** the names and telephone numbers of appropriate staff for contact in the case of emergency, service requests or questions upon signing or renewing this agreement.

XI. COMMUNICATIONS

CITY staff and **CLIENT** shall meet within thirty (30) days prior to the beginning of league play each year to discuss:

1. Purpose of association.

2. The number of Princeton participants served in program.
3. Fees charged for participation and a breakdown of how those fees are spent by the association.
4. Presentation of financial statement.
5. Service issues faced in the last year and how they were resolved.
6. Past and upcoming issues and recommendations for resolution.
7. Identification of current and incoming governing body.
8. Number of coaches receiving certification training versus the total number of coaches in program.
9. The number of scholarships offered to underprivileged youth.
10. **CLIENT** shall maintain records of all customer service inquiries or complaints including their nature: name, address, and telephone number of customer: disposition of inquiry or complaint. Said records shall be filed with the **CITY** as part of its annual report.

XII. INSURANCE

Organizations or associations conducting organized leagues must provide and keep in force for the duration of the season with a reputable insurance company acceptable to **CITY**, public liability insurance in an amount of not less than one hundred thousand (\$100,000) dollars per person, and not less than three hundred thousand (\$300,000) dollars for any single occurrence for any injury to any person or destruction of property.

Insurance amounts will be reviewed on an annual basis.

An accident insurance policy must be made available to each participant. No games or practices may be played until the acceptable proof of insurance has been received and approved by **CITY**.

CLIENT shall submit to **CITY** proof of such insurance in amounts satisfactory to **CITY** as stated herein. The maintenance in full current force and effect of such form and amount of insurance, in such amount as **CITY** shall have accepted, shall be a condition precedent to the **CLIENT'S** exercise for enforcement of any rights under this Agreement, Insurance policies required for **CLIENT** shall include a provision requiring written notice to the **CITY** at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. The **CITY** shall be named as a named insured on all insurance policies.

XIII. INCLEMENT WEATHER GUIDELINES AND PROCEDURES

The **CITY** shall establish written guidelines and procedures to provide safe sports fields for the use and enjoyment of the residents of the **CITY** as well as establish guidelines and procedures for inclement weather. This policy serves to inform sports field users of the **CITY'S** decision-making process that occurs during periods of inclement weather. It also describes guidelines to utilize when thunderstorms approach.

Experience has shown that most of the turf damage to sports fields occurs with overuse and/or use during inclement weather, especially in early spring and late fall. Periods of wet weather, prolonged rain, or heavy downpours combined with field use will cause damage to the turf and skinned infield areas. In order to keep this damage to a minimum and ensure sports fields are safe, the Director of Municipal Services or their designee, makes a decision regarding opening or closing a sports field based on the following criteria:

- Presence of standing water on the field.
- Amount of precipitation that has fallen and is expected to fall.
- Drainage conditions on the sports field.
- Time of year and the cumulative amount of stress on the sports field.
- Type and amount of damage that could occur if the fields were to remain open.
- Number of recent field closures.
- Special games or tournaments that cannot be rescheduled.

Once a visual assessment has been made of the various sports fields, the Director of Municipal Services or their designee shall discuss with an authorized **CLIENT** representative the playability of the sports fields. Based on the above criteria, a decision is made on whether to open or close the sports fields. While the Director of Municipal Services or their designee shall discuss and consider the opinion of the **CLIENT** representative, ultimate decision as to the sports field playability will be entirely at the discretion of the Director of Municipal Services or their designee. After the Director of Municipal Services or their designee has made a decision, it is passed on to the **CLIENT** for dissemination to scheduled sports field users. Notifications are normally disseminated by 3:00 p.m. on weekdays and 7:00 a.m. on weekends. If the sports fields are publicized as closed and damage occurs as a result of a user's decision to play, the user may be held accountable for repair costs and possibly have future sports field reservation privileges revoked

XIV. ON SITE LEAGUE REPRESENTATIVE

CLIENT acknowledges, agrees and is required to provide a league representative on-site at each **CLIENT**-organized league or tournament game on the premises. That representative shall serve as the liaison with **CITY** staff on emergency maintenance needs, identification of general maintenance needs affecting future games, completion of accident/incident reports, decision making regarding hazardous conditions including weather and conflict resolution between program participants, coaches, umpires and parents. Such person must be identified, in writing, as provided herein on the required schedule under Section X.

XV. FIELD MAINTENANCE

The **CLIENT** agrees to prepare the infields for games and practices at Princeton Community Park as stated in EXHIBIT "D" MAINTENANCE STANDARDS FOR PREMISES and EXHIBIT "E" MAINTENANCE REQUEST PROCEDURES.

XVI. LIGHTING

CITY is responsible for controlling athletic field lights. **CLIENT** is responsible for notifying the Director of Municipal Services when lights are needed.

See Exhibit 'A' Park User Fees

XVII. EXHIBITS

The **CITY** and **CLIENT** agree that the exhibits attached to this agreement are incorporated into this agreement as if set out in their entirety. Exhibits included are:

1. EXHIBIT A – PARK USER FEES – ORGANIZED SPORTS ORGANIZATIONS USAGE
2. EXHIBIT B - ATHLETIC TOURNAMENT POLICY & PROCEDURES MANUAL
3. EXHIBIT C - CONCESSION STAND USAGE AND FEES
4. EXHIBIT D – MAINTENANCE STANDARDS FOR PREMISES
5. EXHIBIT E – MAINTENACE REQUEST PROCEDURES

XVIII. SCHEDULING

The **CITY** reserves the right to utilize the PREMISES when **CLIENT** activities are not scheduled. The **CITY** will make all good faith efforts to coordinate scheduling between authorized users of the Premises under Facilities Utilization Agreements. Any conflicts should immediately be identified and the Director of Municipal Services notified for resolution. Any change in scheduling plans must be submitted to and approved by the Director of Municipal Services so as to maximize efficient and coordinated use of the Premises.

XVIIIV. DEFAULT

If **CLIENT** violates any term of this agreement or fails to comply with the obligations set forth herein, **CITY** may declare **CLIENT** in default and terminate the Agreement for cause in writing. Any termination will be made with a thirty (30) day written notice unless public safety concerns require a shorter notification period. **CLIENT** shall have the right to resolve the pertinent issues to the satisfaction of the Director of Municipal Services within ten (10) days of receipt of written notification of termination. **CLIENT** shall have the right to appeal any termination of this agreement to the City Manager if a resolution cannot be achieved. **CITY** shall not be in default for failing to provide PREMISES due to reasons beyond its control (weather, Act of God, destruction, etc.), budgetary limitations or for reasons of public safety or public necessity.

This agreement is made and entered into on the _____ day of _____, 2012.

CITY OF PRINCETON

CLIENT NAME

City Manager

Client President

Address: _____

Address: _____

ATTEST:

City Secretary

Client Secretary

EXHIBIT "A"
PARK USER FEES – ORGANIZED SPORTS ORGANIZATIONS USAGE

Park User Fees

- Athletic Fields:
 1. Organized leagues:

\$ 4.00 per participant/within Princeton School District
\$15.00 per participant/outside Princeton School District
 2. Individual Practice – No Lights \$10.00 per hour
 3. Individual Practice – With Lights \$30.00 per hour
 4. Tournament fees:
 - a. Tournament: \$75.00 plus 60% of lighting cost
 - b. Per team: \$25.00
 - c. Deposit: \$200.00

- Participation Fees:
 1. Individual Resident \$15.00
 2. Individual Non-Resident \$20.00

- Non Athletic Reservations:
 1. P.O.W. Park Pavilion

\$25.00 per 4 hours
Deposit \$50.00
 2. Memorial Park Gazebo – Resident

\$25.00 per 4 hours
Deposit \$250.00
 3. Memorial Park Gazebo – Non-Resident

\$50.00 per 4 hours
Deposit \$300.00

Park User Fees – Princeton Youth Sports Association*

- Athletic Fields
 1. Organized Leagues \$ 4.00 per participant
 2. Lighting Charge 10% of lighting cost
 3. Tournament Fees
 - a. Tournament \$50.00
 - b. Per Team \$20.00
 - c. Lighting Charge 10% of lighting cost
 - d. Deposit \$200.00

Costs for excessive litter removal and restroom cleaning will be charged to **CLIENT** after each practices and/or events. **\$100.00 flat fee.**

EXHIBIT "B"
ATHLETIC TOURNAMENT POLICY & PROCEDURES MANUAL

The **City of Princeton** realizes the importance of weekend athletic tournaments. These events, which are supported by the City Council, have a major impact on the local economy; as well as providing a revenue source for the **CLIENT**. Our goal is to ensure that all scheduled tournaments are completed in a satisfactory fashion. However, due to weather and budget restrictions, the maintenance and supplies provided for those tournaments are the responsibility of the **CLIENT**.

Tournament Requirements

- Requests for tournament play will be restricted to city athletic organizations meeting specific requirements in City Ordinance No. 2009-05-26-02, as it exists and as it may be amended. Upon approval by the **CITY**, direct costs to the city involving lights, personnel, equipment, and materials incurred during preparation for, operation of, and clean up after tournament shall be charged to and paid for by the **CLIENT**, as part of the monthly invoice.
- Any request for tournament play must be made in writing by the **CLIENT** to the Director of Municipal Services and Parks & Recreation Department.
- Approval of the request will not be guarantee that the park and recreation workload will permit manpower and equipment to be available to prepare and maintain fields in advance of and during the tournament. **CLIENT** will be required to drag and mark infields. Request for special preparation will be approved only if time is available after other maintenance responsibilities have been met.
- Even during the specific sports season, certain weekends may not be available for tournament use. A designated fee (as identified in the most recent revision of the Comprehensive Fee Ordinance), shall be assessed by the sponsor and this fee must be paid one (1) week prior to the tournament. A tournament bracket must accompany this fee. After the bracket has been submitted, no additional teams may be added.
- Games may not be scheduled to begin prior to 8 a.m. The final game or games may not be scheduled to start after 9 p.m.
- No rain dates will be allowed.
- Once the tournament begins, no refunds will be allowed. Cancellation of the tournament shall be at least twenty- four (24) hours prior to the scheduled start, unless due to inclement weather, to ensure a full refund.
- In the event of rain within twenty- four (24) hours prior to the scheduled start of the tournament, permission to play must be obtained from the **CITY**. At no time may drying agents or any type of dirt be placed on or removed from fields.

- The sponsoring organization may not provide any type of concession services without prior written approval of the **CITY**.
- The **CLIENT** shall mark all lines needed for required play unless advanced notice of other requirement have been made and agreed to by the **CITY**.
- The **CITY** or Parks and Recreation name shall not appear on any advertisement or promotion of the tournament.
- The **CITY** reserves the right to cancel any tournament reservations at any time should any of the above conditions not be followed.

Costs for excessive litter removal and restroom cleaning will be charged to **CLIENT**.

- Costs for excessive litter removal and cleaning will be charged to **CLIENT** after each usage in the amount of **\$100.00 flat fee**.

Staff, Equipment and Supply Usage

1. **CLIENT** tournament staff or volunteers shall perform the infield preparation for the games.
2. **CLIENT** shall follow the guidelines set forth in this agreement when weekend tournaments encounter inclement weather.

EXHIBIT "C"
CONCESSION STAND USAGE AND FEES

Usage of the concession stand guidelines:

1. **CLIENT** is responsible to inventory all items at time of accepting facility and is responsible for all replacement costs of missing and damaged items.
2. **CLIENT** is responsible for cleaning all equipment after usage to a satisfactory status of the **CITY**.
3. **CLIENT** is responsible to ensure that all safety guidelines are followed and the **CITY** be notified immediately in the event of repairs that are needed, or in the event that an emergency issue occurs.
4. **CLIENT** is responsible for the removal of all products after each usage.
5. **CITY** is responsible to confirm inventory and said cleaning status before and after each usage of the facility.
6. **CITY** will provide operations and safety instructions for usage of equipment and needed safety instructions.
7. **CITY** reserves the right to suspend or restrict usage for any reason.

Fees:

Costs for excessive litter removal and cleaning will be charged to **CLIENT** after each usage in the amount of **\$100.00 flat fee**.

EXHIBIT "D"
MAINTENANCE STANDARDS FOR PREMISES

1. **CITY** shall maintain turf areas to include mowing, weed control, fertilizing and herbicide spraying as allowed by budget.
2. The **CLIENT** shall mark all lines needed for required play unless advanced notice of other requirement have been made and agreed to by the **CITY**.
3. The **CITY** shall maintain all bleachers as allowed by budget.
4. The **CITY** shall provide and maintain all area and field lighting systems.
5. The **CITY** shall be responsible for the maintenance of all irrigation systems on the fields.
6. The **CITY** shall be responsible for the maintenance of adjacent park irrigation systems and the watering of non-athletic turf areas.
7. The **CITY** shall maintain the restrooms in a usable and sanitary condition during approved season(s). However if restroom abuse, such as unsanitary conditions due to abuse, neglect, or if **CLIENT** sponsored event attendees allow bathrooms to be used as a "babysitter", or if excessive vandalism occurs during practices or events sponsored by **CLIENT**, the **CITY** shall:
1. Require **CLIENT** to provide restroom monitors during all practices and events.
2. Require **CLIENT** to clean and maintain restrooms during approved season(s).
8. **CLIENT** shall be responsible for daily game day collection of all litter on their fields. **CLIENT** will encourage collection of litter in the bleachers, concession stands and adjacent grounds. All litter shall be placed in the receptacles provided by the **CITY**. The **CITY** shall provide pick up for these receptacles.
9. **CLIENT** shall be prohibited from performing any maintenance to any turf or infield areas, without prior permission from the **CITY**. **CLIENT** shall ensure that all secured areas remain locked and/or unlocked at the completion of each activity.
10. The **CITY** will open the restrooms for use as allowed due to seasonal conditions

EXHIBIT "E"
MAINTENANCE REQUEST PROCEDURES

Items found to be damaged, nonworking or unsafe should be reported immediately to the **Director of Municipal Services at 972.736.2416.**

The Director of Municipal Services may be contacted from 8:00 a.m. to 5:00 p.m. Monday through Friday at **972.736.2416.**

Weekend Emergencies:

Emergencies that occur after 6:00 p.m. Friday and prior to 8:00 a.m. Monday and that severely impact athletic field usage, concession or restroom operation or are safety hazards should be forwarded to the Public Works Department's after hour's emergency telephone numbers. A list of emergency telephone numbers has been provided.

When calling the emergency after hour's phone numbers **CLIENT** will provide the following information:

1. Name of individual
2. Phone number where this individual can be reached
3. Park location
4. Facility or field identification
5. Specific problem

An on-call employee will immediately be paged and respond appropriately.

NOTES:

- Please do not attempt to repair or service city equipment and facilities.
- Restrict public access from the area of any problem identified.
- Report vandalism or graffiti immediately.
- Storage of materials and supplies should be a minimum of three feet (3') away from electrical panels.



CITY OF PRINCETON

Easter Egg Hunt

Saturday, April 7, 2012

Princeton Community Park/POW Camp

FREE TO THE PUBLIC!

Easter Egg Hunt

begins at

11:00 a.m.

Please bring your own Easter Basket

and one Can of Non-perishable food

All donations will benefit the local food pantry

Kids from 2 years and younger-5th Grade



2011 Easter Egg Hunt



Visit www.princetontx.gov or call 972.736.2416

PRINCETON CLEAN UP DAY
Saturday, April 14, 2012
Princeton Community Park/POW Camp
8:00 a.m.-2:00 p.m.

Princeton Residents Only

(Princeton Water Bill and/or Driver License required as Proof of Residency)

The goal is to clean up our neighborhood and City.

There will be **restrictions** applied to items placed in the dumpsters. See below.

Acceptable items:

- furniture
- mattress
- appliances
- Shred documents: 9:30 a.m. – 12:00 p.m. (**only**)
- metals
- boards, trees and tree limbs
- trash

Non Acceptable items:

- freezers
- a/c units
- refrigerator
- oil
- batteries
- cars
- paint
- boats
- hazard materials
- tires
- computer items
- anti-freeze

The City will have staff and volunteers on hand to assist you in unloading.

Attention Princeton Senior Citizens and Shut-Ins: We will provide **curbside service** to pick up your trash, please call Bryant Childers on or before Monday, April 9, 2012 to make arrangements.

For More Information, Contact: Bryant Childers

Code Compliance Officer

972.736.2416 or E-mail: bchilders@princetontx.us



**Our Goal is to Keep All of
Princeton Clean**