



**NOTICE OF REGULAR MEETING
CITY OF PILOT POINT
PARKS AND RECREATION BOARD**

NOTICE IS HEREBY GIVEN THAT THE PARKS AND RECREATION BOARD OF THE CITY OF PILOT POINT, TEXAS, WILL HOLD A REGULAR MEETING ON:

MAY 28, 2020

AT 12:00 NOON

PILOT POINT CITY HALL COUNCIL CHAMBERS
102 E. MAIN STREET PILOT POINT, TEXAS

AGENDA

- A. ROLL CALL/CALL TO ORDER
- B. Public Forum: (Citizens are allowed 3 minutes to speak. If the issue is on the agenda, the Parks and Recreation Board may choose to discuss and consider the item. If the issue is not on the agenda, the Board is not permitted by state law to respond to or discuss the item other than to make statement of specific facts in response to a citizen's inquiry or to recite existing policy in response to the inquiry. The Board may request the issue to be placed on a future agenda for action in accordance with state law. This forum is not the appropriate place to address complaints against Public Officials and/or Staff. Complaints of this nature should be made in writing and filed with the City Manager.)
- C. Discuss, consider, and possible action on the 6/18/19 Parks and Recreation Board meeting minutes.
- D. Discuss, consider and possible action on the membership of the board and the roles and responsibilities of the Park and Recreation Board.
- E. Discuss, consider and possible action on Park Land dedication requirements for new residential development.
- F. Discuss, consider and possible action on a PPYSA/City agreement for tasks and duties allocated at Groff Park for the 2020-23 youth baseball, softball and soccer season.
- G. Discuss, consider and possible action on park operations related to Covid-19.
- H. Discuss, consider and possible action on the movies in the park program for 2020.
- I. Discuss, consider and possible action on Park Projects:
 - a. Irrigation of Old City Park
 - b. Irrigation of Soccer Fields

c. Fence repairs for ballfields

J. Discuss, consider and possible action the 2021 Parks and Recreation Budget.

K. Items for Future Discussion - The Parks and Recreation Board may identify issues or topics that they wish to schedule for discussion at a future meeting. The Board shall not comment upon, deliberate, or discuss any item that is not on the agenda. The Board shall not make routine inquiries about operations or project status on an item that is not posted. Any Board member may, however, state an issue and a request that this issue be placed on a future agenda

L. Adjourn

The Parks and Recreation Board reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including §551.071 (private consultation with the attorney for the City); §551.072 (discussing purchase, exchange, lease or value of real property); §551.074 (discussing personnel or to hear complaints against personnel); and §551.087 (discussing economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

In compliance with the Americans with Disabilities Act, the City of Pilot Point will provide reasonable accommodations for disabled persons attending this meeting. Requests should be received at least 24 hours prior to the scheduled meeting by contacting the City Secretary's office at 940-686-2165.

I the undersigned authority do hereby certify this notice was posted on the official bulletin board for the City of Pilot Point, Texas on **05/22/2020 by 5:00 p.m.**, and shall remain posted for at least 72 hours preceding the scheduled time of said meeting.

JoAnn Wright, Acting City Secretary

City of Pilot Point, Texas

Meeting Minutes of the

June 18, 2019

The Parks Board of the City of Pilot Point, Texas met on this date at 6:00 p.m. for a regular meeting.

The Parks Board members' present were Shannon Stephens, Chris Cox, Hershel Bockman, Rocky Marshall, Matt McIlravy, and Nita Bell.

City staff member present: Alice Holloway

A. Roll Call/Call to Order

Shannon Stephens announced a quorum and called the meeting to order at 6:02 pm.

B. Discuss, consider, and possible action on approval of the Parks Board minutes of the October 23, 2018 and April 18, 2019.

Nita Bell moved to approve the minutes of October 23, 2018 and April 18, 2019. Matt McIlravy seconded the motion. The motion passed unanimously.

C. Discuss, consider, and possible action on parking regulations at City Parks.

The board discussed issues at the park with non park participate using the parking spots. Matt Ilravy and Shannon Stephens agreed to bring back ideas at the next meeting.

D. Discuss, consider, and possible action on signage at City Parks.

The board discussed looking at the current signage and proposing new signage dealing with foul language. The board agreed to bring back ideas at the next meeting.

E. Discuss, consider, and possible action on necessary items that needs to be added to City Parks this budget year.

The board discussed items that is desperately needed for the parks, but understands that there is a budgeted item for the park, just no money.

F. Discuss and receive update on the parks ferritization program.

City Secretary Alice Holloway stated that the contract with Granulawn has been approved and they have already started working on park property.

City of Pilot Point, Texas

Meeting Minutes of the

June 18, 2019

G. Discuss, consider, and possible action on planning the following events:

1) Movies in the Park

City Secretary ask anyone who can be available to please be at the park by 8:00 pm to help set up.

H. Discuss, consider, and possible action on priorities, plans, and recommended budget for 2019-2020 budget.

- Parks Director- Full Time-Salary around \$40,000-\$45,000 annually
- Irrigation system at Old City Park
- Mulch around swings and edge it
- Dug out fences at ball fields
- Shading over playground structure

I. Discuss, consider, and possible action on setting dates and times of future meetings.

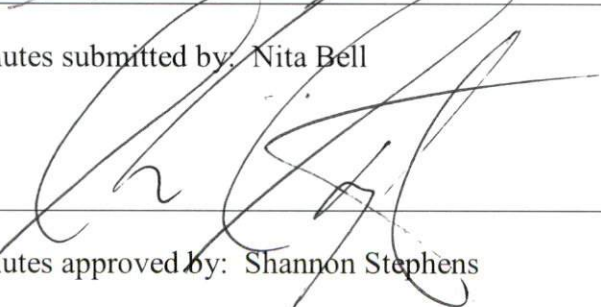
The board agreed on the 3rd Tuesday of each month at 6:00 pm.

J. Adjourn

Nita Bell moved to adjourn. Hershel Bockman seconded the motion and the meeting was adjourned the meeting at 7:15 pm.



Minutes submitted by: Nita Bell



Minutes approved by: Shannon Stephens



**CITY OF PILOT POINT
PARKS AND RECREATION
ADVISORY BOARD
MEETS 3RD MONDAY OF MONTH**

MEMBER **TERM: 2020**
Shannon Stephens
1300 N St James Circle
Pilot Point, TX 76258
H: 940-686-2426
C: 940-395-1181
sstephensmarket@aol.com

MEMBER **TERM: 2020**
Hershel Bockman
709 McFarland St
Pilot Point, TX 76258
C: 214-673-4001
hbockman@live.com

MEMBER **TERM: 2020**
Nita Bell resigned due to health
554 E. Main St. / P.O. Box 1004
Pilot Point, TX 76258
C: 940-435-8732
thatsneat@rocketmail.com

MEMBER **TERM: 2021**
Jessica Carlile Appointed 04/08/2019
11202 Foutch Rd
Pilot Point, TX 76258
C: 940-231-3280
jcarlile@nctc.edu

MEMBER **TERM: 2021**
Chris Cox Appointed 04/08/2019
500 N Church St
Pilot Point, TX 76258
C: 214-709-1042
Coxc11283@gmail.com

MEMBER **TERM: 2020**
Vacant

MEMBER **TERM: 2021**
Matt McIlravy
301 N Sierra Trl
Pilot Point, TX 76258
C: 325-315-6488
Macilravy@gmail.com

**PPYSA NON VOTING
REPRESENTATIVE**
Rocky Marshall Appointed
06/03/2019
421 W Holford St
Pilot Point, TX 76258
C: 940-536-8929
W: 940-686-5770 ext 104
rocky@chandlercabinets.net

STAFF
John Taylor
102 E. Main St.
W: 940-324-5026
jtaylor@cityofpilotpoint.org

Division 4. Parks and Recreation Board

Sec. 1.07.091 Creation

The city council shall appoint a board to be known as the Pilot Point Parks and Recreation Board. The board shall consist of seven (7) members who must be residents of the Pilot Point Independent School District and be composed of both men and women. The board may consist of one (1) or two (2) councilmembers. A maximum of two members may reside outside the city limits. The city council may appoint two (2) alternate members of the parks board who shall serve in the absence of one or more regular members when requested to do so by the chairman of the parks board or the city manager, as the case may be. No member of the parks and recreation board may also be a voting member of a sports/recreation association board. Each sports/recreation association that has a contract with the city to use city property may appoint one ex-officio member to the parks and recreation board. Such ex-officio member will not have voting privileges. The members of said board shall serve without compensation. (Ordinance 030-07-2007, sec. 2, adopted 6/25/07)

Sec. 1.07.092 Organization

The parks and recreation board shall organize by electing one of its members chairman, one vice-chairman, and one secretary. The officers shall serve a term of one year and until their successors are elected and qualified. (Ordinance 425-05, sec. 3, adopted 7/11/05)

Sec. 1.07.093 Meetings

The parks and recreation board shall hold at least one regular meeting each month. The board shall fix regular meeting dates and a regular meeting place. Special meetings may be called as necessary for the transaction of business. The board shall establish its own rules and procedures for conducting meeting and minutes of meetings shall be taken by the secretary and filed at city hall. A majority of the board members serving shall constitute a quorum to do business. Special meetings may be held upon call of the chairman, mayor, or upon request of two or more members of the board. Each board member and the mayor must be notified six (6) hours prior to such special meeting and all such meetings be open to the public. (Ordinance 425-05, sec. 4, adopted 7/11/05)

Sec. 1.07.094 Terms of office

All initial terms of office shall commence on the 1st day of August, 2005. Five (5) members of the first board serving at the date of the adoption of this division shall serve for two (2) years and four (4) members shall serve for one year. (Ordinance 425-05, sec. 5, adopted 7/11/05)

Sec. 1.07.095 Jurisdiction

The board shall have control and management of all city-owned parks and recreational facilities. It shall make recommendations to the city council on future expansion and expenditure of city funds to further the development and maintenance

of the parks. The board shall also have the authority to regulate all sports/recreation associations that use city-owned property for their programs. The board will execute this authority through a set of standards for sports/recreation associations. The board will have the authority to establish a set of standards for sports/recreation associations, which will include but not be limited to the following:

- (1) Contract. The set of standards will require any sports/recreation associations that desire to use city property sign an annual contract with the city. This contract will be negotiated and approved in advance by the parks and recreation board.
- (2) Nonprofit and corporation status. The set of standards will require any sports/recreation associations that desire to use city property to hold a nonprofit corporation status through the state and the Internal Revenue Service.
- (3) Rules of operation. The set of standards will require any sports/recreation associations that desire to use city property to submit an official set of rules of operation for the approval of the board. Board will have authority to oversee said rules of operation.
- (4) Financial reports. The set of standards will require that any sports/recreation associations that desire to use city property must submit a financial report monthly to the board.
- (5) Other. The set of standards will include any other requirements as deemed necessary by the board.

(Ordinance 425-05, sec. 7, adopted 7/11/05)

Sec. 1.07.096 Conflicts between parks and recreation board and other boards

In the event of any conflict of jurisdiction arising between this board and any other board of the city, or in regard to administrative detail thereof, the same shall be referred to the city council and its decision thereon shall be final. (Ordinance 425-05, sec. 8, adopted 7/11/05)

Sec. 1.07.097 Recommendation

All recommendations from the parks and recreation board must be a majority vote of the members present at an official meeting of the board. Recommendations directed to the attention of the city council must be presented in writing to the office of the city manager seven (7) days prior to the regular scheduled meeting of the city council. (Ordinance 425-05, sec. 9, adopted 7/11/05)

Sec. 1.07.098 Budgeting of funds

The board shall be furnished with information on allocation of funds to the parks and recreation program in ample time to make recommendations to the city manager for budgeting of such funds in the preparation of the fiscal year budget. (Ordinance 425-05, sec. 10, adopted 7/11/05)

Secs. 1.07.099–1.07.120 Reserved

Division 6. Park and Recreation Dedication Requirements

Sec. 10.02.151 Purpose and intent

The requirements for open space, park and recreational areas contained in this division are intended to ensure that there will be sufficient land dedicated or otherwise set aside to meet the demand and need of the future residents for open space and parks. In determining the size, shape and quality of open space and parks areas that should be set aside and reserved in the manner set out in this division, the city has considered the projected growth in population and development within the municipality and the amount of open space and park and recreational facilities needed to accommodate such growth. (1993 Code, sec. 11-6-1)

Sec. 10.02.152 Applicability

(a) This division, as amended, applies to all property for which a final plat has not been formally submitted to the city for approval, unless otherwise noted herein.

(b) Any tract or lot occupied by an existing residential dwelling unit at the time of adoption hereof shall be exempt from the dedication requirements of this division if the residential dwelling remains on the lot. This exemption pertains only to the tract or lot with the existing residential dwelling. Any additional lots created by further subdivision of the property shall be subject to the requirements herein.

(c) All requirements contained in this division shall be assessed at the time of approval of the final plat of any applicable property.

(1993 Code, sec. 11-6-2)

Sec. 10.02.153 Land dedication requirements

(a) Anticipated land dedication. It is within the sole discretion of the city to require a developer to show the anticipated land dedication requirements herein with any appropriate development submittal. These requirements shall only apply to residential development.

(1) Parkland meeting the requirements contained within this division shall be dedicated to the city at a ratio of one acre of parkland for every forty (40) residential dwelling units or prorated portion thereof.

(2) Off-site dedications. A developer may dedicate the required parkland for a development at another location owned by the same developer within the city with the consent of the city, provided that the off-site land dedication is in accordance with this division.

(b) Transfers and credits for prior dedications, fees and gifts. In considering the amount of land dedication required of a proposed development, the city may, at its discretion, apply former dedications which were in excess of the requirement at that time to current or future dedication requirements of the same owner/applicant. At the discretion of the city, any former gift of land to the municipality may be credited under the terms of the current ordinance toward eventual land dedication requirements imposed on the donor of such lands.

(1993 Code, sec. 11-6-3)

Sec. 10.02.154 Characteristics of parkland

The planning and zoning commission shall annually recommend to the city council a summary of the character of dedicated parkland most desirable in meeting the objectives of the parks, recreation, and open space comprehensive plan. These characteristics shall be provided in an abbreviated written report to city staff, city council and any developer who requests such. In determining whether to accept or refuse the dedication of parklands, fees, facilities or a combination thereof as outlined in [section 10.02.155](#) of this article, the planning and zoning commission and city council shall consider this written report as a guideline for such decisions. (1993 Code, sec. 11-6-4)

Sec. 10.02.155 Alternatives to land dedication

In any case where a dedication is required, the city shall have the right to accept the dedication as submitted for approval, or in the alternative, to refuse dedication of the same, and in lieu thereof to require payment of cash under the formula contained in this section or to allow the developer to construct recreation or park improvements. The city may permit a combination of dedication, improvements and fees to be used to fulfill this requirement.

(1) Fee payment alternative.

(A) Approval of fee payment alternative. The city council shall, upon recommendation of the planning and zoning commission, determine the acceptability of a developer's payment of fees in lieu of the land dedication requirement of this division.

(B) Calculation of fees. The city council shall annually establish an acreage land value cost figure to be used in calculating park fees. This determination shall be based on a reasonable study and investigation performed annually, and may be performed by an independent registered land appraisal firm as to the average fair-market value, as opposed to tax value, of acreage in the city. This figure shall be the acreage cost under which all park fees are calculated for the fiscal year.

(i) Residential dwelling unit fees. Fees paid in lieu of dedication shall be based on the determined cost of one acre of land divided by forty (40), for a resulting fee per residential dwelling unit.

(C) Collection of fees. No building permit shall be issued nor shall any construction be allowed to begin until payment of any fees required by this division has been made.

(2) Physical or equipment improvements to parks; compatibility with park comprehensive plan. A developer may have the option of improving existing facilities within municipal parks or improving dedicated parkland in lieu of parkland dedication or payment of cash, based on recommendations of the planning and zoning commission. Should any of these options be exercised, the municipality and the developer shall, prior to initiation of work on such improvements, enter into an agreement for credit of expenses for authorized park improvements. In no case shall the municipality be required to reimburse the developer if he chooses to improve parklands at an amount greater than required. Such a proposed agreement to provide facility improvements in lieu of dedication shall be submitted in writing with

the initial application and sketch plat.

(1993 Code, sec. 11-6-5)

Sec. 10.02.156 Approval process

(a) Land dedications.

(1) Planning and zoning commission recommendation. The planning and zoning commission shall consider any request submitted for proposed parkland and dedication in determining the acceptability of any land dedications proposed on any development. The commission recommendation shall then be forwarded to the city council for final approval. This must be considered along with the preliminary plat or final plat if a preliminary plat is not required.

(2) Final plat dedications. Where review of development applications has resulted in the city's desire for land dedication, such land dedication shall be shown on a final plat and shall contain a clear fee simple dedication of that land to the city.

(b) Fee payments in lieu of dedication and/or facilities improvements.

(1) Planning and zoning commission recommendation. The planning and zoning commission shall make a formal recommendation to the city council as to the acceptability of any proposed alternatives to parkland dedication.

(2) City council consideration. Upon receiving a formal recommendation from the planning and zoning commission, the city council shall enter into an agreement with the developer for the provision of dedicated parkland, fees in lieu of dedication, facilities construction or improvement. This agreement will be incorporated into the subdivider's agreement.

(1993 Code, sec. 11-6-6)

Sec. 10.02.157 Use of funds

(a) Parkland dedication fund. Funds received by the city pursuant to this division in lieu of dedication will be deposited in a special fund known as the parkland dedication fund.

(b) Fund to be used exclusive. Monies placed in this fund may be expended only for the purchase, lease, or other acquisition of park and open space areas by the city, the improvement and site preparation of such areas and sites, the extension of utilities to or within such sites, the installation of landscaping, play equipment or recreation improvements on such sites, and/or attendant engineering and planning costs associated with such park development.

(c) Use of monies restricted. Monies placed in this fund may not be utilized for any other general business activity of the city or for maintenance of park facilities.

(d) Authorization for use of funds. All expenditures from this fund shall be approved by the city council.

(1993 Code, sec. 11-6-7)

Sec. 10.02.158–10.02.180 Reserved



CITY OF PILOT POINT
YOUTH SPORTS ASSOCIATIONS
FACILITY AGREEMENT

THIS AGREEMENT is made by and between the City of Pilot Point, Texas (the “City”) and Pilot Point Youth Sports Association, hereinafter referred to as “PPYSA”, acting as their authorized officers and representatives.

WHEREAS, the PPYSA desires to enter into an agreement with the City for the use of City-owned, leased, and controlled facilities (“Facilities”) for organized sporting activities beginning **January 1, 2020** and ending **December 31, 2021** at Allan Groff Ball Park in the City of Pilot Point.

Now therefore in consideration of the foregoing and other valuable consideration the receipt and sufficiency of which are here by acknowledge the parties agree as follows:

1. The City agrees to allow the PPYSA to use the assigned Facilities for organized sporting activities on the scheduled dates and allotted times in accordance with the attached terms and conditions.
2. The PPYSA and THE CITY OF PILOT POINT agree to comply with attached terms and conditions.

EXECUTED in duplicate this _____ day of _____, 20 ____.

City of Pilot Point

By: _____
Parks & Recreation Representative
102 e. Main St
Pilot Point, TX 76258
940-686-2165

By: _____
Youth Sports Association Representative

Print Name of Representative

Print Name of Youth Sport Association



CITY OF PILOT POINT

USER FEES FOR SPORTS ASSOCIATIONS

CHILDREN/YOUNG ADULT

\$10.00 Per Registered Pilot Point Player for Baseball, Softball and Soccer (Spring and Fall Seasons)

ASSOCIATION _____ DATE _____

LEAGUE _____ SEASON _____ YEAR _____

PRESIDENT _____

ADDRESS _____

PHONE NUMBER _____ FAX NUMBER _____

TOTAL AMOUNT PAID TO THE CITY OF PILOT POINT \$ _____

**AT BEGINNING OF EACH SEASON, SEASON ROSTERS MUST ACCOMPANY THE
PAYMENT AND MUST BE PRESENTED TO THE CITY OF PILOT POINT**

ACCOUNTS

SPORTS PARK ACCOUNT: XX-XXXXX-XX

PARKS GENERAL ACCOUNT: XX-XXXXX-XX

**CITY OF PILOT POINT
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PILOT POINT, TEXAS. AUTHORIZING THE CITY ADMINISTRATION TO EXECUTE ON BEHALF OF THE CITY THE ATTACHED PILOT POINT PARK DEPARTMENT USE AGREEMENT WITH THE PILOT POINT PARKS DEPARTMENT: AND YOUTH SPORTS ASSOCIATIONS AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PILOT POINT, TEXAS:

SECTION 1. After due consideration the City Council of the City of Pilot Point finds that it is in the best interests of the City the enter into the attached agreement (Exhibit "A") titles "CITY OF PILOT POINT YOUTH SPORTS ASSOCIATIONS FACILITY USE AGREEMENT." Said Agreement is hereby approved for execution by the Parks Director of the City.

SECTION 2. This Resolution approves the City of Pilot Point Youth Sports Association Facility Use Agreement.

SECTION 3. This Resolution shall take effect immediately after its passage of the law in such case provides.

DULY RESOLVED AND ADOPTED by the City Council of the City of pilot Point, Texas, on this the ____ day of _____, 2020.

City of Pilot Point

ATTEST:

Shea Dane-Patterson, Mayor

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CITY OF PILOT POINT
YOUTH SPORTS ASSOCIATION
FACILITY USE AGREEMENT

SECTION I: REQUEST FOR FACILITIES

In order to request fields or facilities, all groups or organization must submit the following initial paperwork:

1. Signed copy of the Facility Use Agreement
2. Current copy of the using organization's Articles of Incorporation or Bylaw's
3. A list of the organization' Board of Directors, addresses, and their phone number
4. Proof of public liability insurance
5. Game and Practice schedule, Tournaments, Clinics, Workday, Fundraising
6. All concession areas must have a Health Inspection (required by the using organization) completed prior to opening the season. ONLY APPLICABLE IF COOKING RAW FOOD
7. **PPYSA Board will hold a joint workshop with the Parks Board in August of each year.

*****Failure to submit the initial paperwork will result in the denial of use of facilities*****

SECTION II: GENERAL

- A. PPYSA would have priority use of the Allen Groff III Memorial Ball Park and park facilities.
- B. All persons who reserve or use the parks of park facilities will comply with all applicable rules, regulations, and ordinances of the City of Pilot Point, State of Texas.
- C. Persons and/or sport associations outside of PPYSA, who reserve the fields or park facilities, are responsible for cleanup of the fields and facilities after its usage. They are also responsible for repairs or damage to the fields and facilities caused by their use.
- D. No alcoholic beverages are permitted at any time in any City Park.
- E. No Animals except for "Service Dogs" are permitted in the Park at any time.

SECTION III: FIELD ALLOCATIONS

A. The City Administration will consider all requests for fields or facilities and allocate the available fields or facilities according to the best interest of the City subject to , but not limited to the following criteria:

1. Every effort will be made to allow the use of the facilities and fields only for their designed purposes.

SECTION IV: FACILITY MAINTENANCE

A. Any special maintenance request in relation to normal league play must be made in writing, and delivered, faxed (940-686-4338), or email to City Administration. The City Administration will need this information at least 48 hours in advance. Any maintenance issues (plumbing, electrical, structural) will be reported to the city, in writing to the appropriate personnel, and the city will be responsible for repair. If it is deemed the maintenance issue is caused by PPYSA then the city will send a written description to PPYSA of how PPYSA possibly caused the issue, in efforts for reimbursement of the repair.

B. It will be the responsibility of the PPYSA to determine whether or not the fields or facilities are safe for use. Any individual, team, or group which uses or attempts to use a field or facility which the PPYSA has determined as unsafe, will be denied future use of field of facility.

C. PPYSA will be responsible for the control and removal of all trash, litter, or other refuse in or on the facility. PPYSA personnel will gather all trash into city provided trash cans and place on curb every Sunday (**during season**). City personnel will re-locate trash cans back to origin every Monday after trash pickup.

D. Cleaning of the concession stand and restrooms at the end of the day and the season are the responsibility of PPYSA. The Health Inspector subjects these facilities to inspection.

E. In conjunction with the sports season, tournaments, or special events, the City will provide the following:

-Use of the field and facility.

SECTION V: CLEATS

Steel cleats are **not allowed** on "City" fields; it is the reserving entity's responsibility to report any violation of this policy to the appropriate authorities (I.E. the umpires report to PPYSA specific sport commissioner)

SECTION VI: EQUIPMENT DAMAGE, LOSS, OR STOLEN

PPYSA will be responsible for any equipment owned by "PPYSA" that is damaged, lost or stolen.

SECTION VII: GLASS CONTAINERS

Glass containers are not permitted in any "Park" areas or in the adjacent parking lot; it is the reserving entity's responsibility to make sure that any use of glass containers, that is seen or reported, is immediately removed from the premises.

SECTION VIII: LIGHTS

All users' tournaments, leagues and practices must end by 11:00pm. Lights may be disconnected if the field is in use after the stated end time. Anyone who fails to turn off lights will be charged \$25 per hour per field. "City" will be responsible for the expense of light usage during normal season hours.

SECTION IX: PARKING/GLASS DAMAGE

All users' league participants and visitors must park in the parking lot. No parking on any grass area, unless the area has been designated for overflow parking by the "City." Driving is not permitted on any turf area. All vehicles are subject to ticketing and/or towing if parking in these no parking areas.

Glass breakage, theft, or damage to vehicles in the parking lot is not the responsibility of the "City" or PPYSA. It is recommended that participants and visitors lock their vehicles while participation in league/tournament games or visiting.

SECTION X: RESTROOMS

Restrooms and the Concession Stand will be closed during periods of heavy freezing. Special arrangement to open restrooms may be made in advance of an event, with prior written agreement and authorization of the "City." PPYSA is responsible for the cleaning of the restrooms during the season (see season schedule for exact dates)

SECTION XI: CONCESSIONS

First choice of operating the concession stand, **during requested season play**, will be given to each league using the facility. If the User does not want to operate a concession stand, another individual, team or organization will be given the option with preference to non-profit service organizations, such as Chamber of Commerce, Boy Scouts, etc. **TOBACCO or ALCHOLIC** products of any kind will not be sold in the concession stands. Organizations that use the concession stand are responsible for all concession costs and damages. Proceeds of concessions remain to the user. PPYSA reserves the right to work with outside organization for operation of the concession stand during the normal season. PPYSA will be responsible for the cleaning of the concession stand during the normal season time frame. (see season schedule for exact dates)

SECTION XII: SCHEDULES

It is the responsibility of PPYSA to furnish the City Administration with a complete league schedule prior to the commencement of each sport season. The City Administration will be notified in writing of any makeup games.

SECTION XIII: VIOLATIONS

Any breaches of the conditions of this agreement will be heard by the Parks Board after all viable options in each association's by-laws appeal process have been exhausted.

SECTION XIV: BOARD OF DIRECTORS

All groups or organizations utilizing recreation facilities owned or controlled by the City for competitive league play must be incorporated as a nonprofit organization by the Internal Revenue Service with an active Board of Directors, including a President or Chairperson, Vice President, Secretary, and Treasurer.

SECTION XV: INSURANCE REQUIREMENTS

The User agrees to provide and maintain in effect the term of this agreement the following insurance amounts and:

PPYSA will provide the City with its current insurance policy and COI for city review, within 1 month prior to season beginning.

Notices and Certificates of Insurance will be provided to:

City of Pilot Point
102 E. Main St.
Pilot Point, TX 76258

SECTION XVI: MISCELLANEOUS

1. Storage Buildings: Both equipment storage sheds (the one attached to concession stand and the one by the batting cages) will be used by PPYSA year round to house field equipment.

2. Mowing/Field Maintenance: The city will mow all baseball and softball fields once a week. In effort to keep the fields in good playing condition PPYSA will mow the infield of fields 2 and 3 a second time, weekly, at its own expense. The remainder of the public park areas will be mowed by the city as necessary. It is required that when the city mows the ball fields that all grass be thrown AWAY from the dirt areas of the field when possible.

The city will provide and distribute fertilizer, weed killer, pre-emergent, etc. on each baseball/softball field per the manufacturers specifications.

PPYSA will be responsible for maintaining the dirt/playing surface areas of each field.

3. Future Projects: If PPYSA has a desire for a major/minor improvement at the ball fields PPYSA has the right to obtain 3 quotes for the desired work. PPYSA will NOT engage in any other planning or conversation with a vendor outside of getting a quote for the work. Once quotes are obtained they will be presented to the city parks and rec department for review and will then follow the internal city process for possible approval.

4. Suggested Immediate Maintenance: It is recommended that the city replace all locks on all doors at the concession stand building. This includes the restrooms. Over the years many people have copied keys and have access to the facility who are no longer part of PPYSA. A copy of the keys will be given to the **president, vice president, secretary and the commissioner of baseball, softball and soccer of PPYSA. Copies will not be made and given to anyone but the people listed here.**

-PPYSA will only make one copy of that key which will be placed in a lock box on the roll up door at the concession stand so coaches have access to the field equipment when needed. The lock box code will be changed yearly.

-All outfield gates of fields 1,2,3,4 and 5 be repaired or replaced.

-All dugout gates of fields 1,2,3,4 and 5 be repaired or replaced.

5. Indemnification: The Using organization agrees to indemnify and hold harmless the City, its officers, agents, and employees (City) from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses, and judgment including death ("Claims"), recovered from or asserted against the City for personal injury, court cost, or damages to persons or property incident to, arising out of, or cause, directly or indirectly, in whole or in part, by an act, omission, negligence, or misconduct by the Using organization or any of its agents, servants, employees, contractors, patrons, guest, on invitees whether based upon the alleged joint and/or concurrent negligence of the City and Using organization arising out of the incident to Using organization's use of the facilities covered by this Agreement.

6. Force Majeure: If Facilities or any portion thereof are destroyed or damaged by fire or other calamity so as to prevent the use of Facilities for the purposes intended and during periods specified by this Agreement, or if the use of the Facility by the Using Organization will be prevented by an act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the City, then this Agreement will terminate. The City will not be liable or

responsible to the Using Organization for damages caused thereby and the Using Organization hereby waives any claim against the City for damages by reason of such termination.

7. Governing Law: The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement; shall be in Court of Denton County, Texas.

8. Termination: This agreement may be terminated by either party by providing the other Party with thirty-(30) day's prior written notice of termination.

9. Notice: Any notice required or permitted to be delivered hereunder shall be deemed received when sent in the United States Mail, Postage Prepaid, Certified Mail, Return Receipt Requested, or by hand-delivery or facsimile transmission addressed to the respective party at the address set forth opposite the signature of the party.

10. Severability: In the event any section, subsection paragraph, sentence, phrase, or word herein is held invalid, illegal, or unconstitutional, the balance of the Agreement shall stand, shall be enforceable, and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, paragraph, sentence, phrase, or word.

11. Assignment: This Agreement may not be assigned by using organization without the Express written consent of the City.