

KELLER SPORTS PARK OPERATING POLICIES

SECTION I STATEMENT OF PURPOSE

ARTICLE 1 The following is an agreement for use of athletic facilities at Keller Sports Park to ensure that these facilities are utilized efficiently and safely. The City of Keller Parks and Recreation Department will work with various individuals, groups, and organizations to provide high quality sporting opportunities for the Keller community.

SECTION II PARTICIPATION AND USAGE

ARTICLE 1 City sponsored Parks and Recreation Department activities will have priority in scheduling matters. The Parks and Recreation Department reserves all rights in assigning teams to respective sites of play in order to facilitate program scheduling. The City will give first consideration on scheduling for non-profit groups providing programs for youth who primarily live in Keller. Among the youth, priority will be given to the local recreational youth associations, Keller Youth Association, Keller Soccer Association, Keller Lacrosse Association, and Miracle League of Keller. Second consideration shall be given to non-profit groups providing programs for adults who primarily live in Keller. Among the adults, priority will be given to the Keller Pointe Adult Softball League, and the Keller Senior Softball team.

ARTICLE 2 No fees may be charged by the associations for any field use without City approval. Associations shall not sub-lease facilities or collect fees from any other user.

ARTICLE 3 The Association's rules and regulations concerning "conduct" must include or incorporate the guidelines listed in Appendix I in order to use the Keller Sports Park. The Associations shall make National Youth Sports Coaching Association certification and/or other coaching clinics available to all coaches.

ARTICLE 4 It shall be the responsibility of the Associations to staff each Associations sponsored activity with the appropriate emergency, medical, and security staff. The City will not assume responsibility of these staff at Associations sponsored activities.

ARTICLE 5 To recover a portion of the maintenance and operation costs of athletic fields and facilities, Keller residents shall pay the city a resident user fee of \$10.00 per player, per sport, per season. Resident fees shall be capped at

\$40.00 per family, per season. Non-Keller residents shall pay the city a non-resident fee of \$50.00 per player, per sport, per season. Non-resident fees shall be capped at \$200.00 per family, per season. Fees are due to the city within four weeks of the beginning of the season unless other provisions are approved by the City in advance.

SECTION III SCHEDULING

ARTICLE 1 The following SPECIFIC SPORT SEASONS have been established as a necessary discipline in planning and allocating athletic facilities:

SPECIFIC SPORT SEASONS

SPRING

Softball
Baseball
Soccer
Lacrosse

FALL

Softball
Baseball
Soccer
Football

ARTICLE 2 Any group or association may schedule an athletic facility through the Parks and Recreation Department when available, on a “first-come, first-served” basis for single reservations only. First priority will be given to those teams and groups whose members are youth, 18 and under, who live in Keller. Second priority will be given to those teams and groups whose members are adult who live in Keller. All fields **MUST** be reserved through the Parks and Recreation Department. A non-refundable use fee of \$50 is required for all resident reservations and \$150 for non-resident reservations for each 1-hour rental. Non-refundable use fees for synthetic fields will be \$150 for residents and \$250 for non-residents.

ARTICLE 3 Each association shall furnish to the Director of Community Services a full schedule for the specific season and a written report, which includes the total number of participants, including a breakdown of resident and non-resident participant and their addresses. **The report and full schedule shall be submitted at least two weeks prior to start of league play.** Any revisions must be submitted within three weeks of start of play. Any additional revisions shall be submitted within one week after the completion of the season.

ARTICLE 4 In addition to a schedule of regular league play, each association will provide a detailed schedule of activities, tournaments, camps, instructional workshops, maintenance, or other activities scheduled on City facilities at least one month in advance of the activity to be approved by the Parks and Recreation Department.

ARTICLE 5 Association must notify the Parks and Recreation Department at least 24 hours in advance of make-up or rescheduled games and receive approval from the Parks and Recreation Department prior to rescheduling.

ARTICLE 6 The Parks and Recreation Department reserves all rights to approve schedules including times and fields of play and other activities at all city facilities. Association will have full responsibility to administer league schedule and activities.

ARTICLE 7 Use of fields shall be as follows: (a) all soccer fields will be utilized for soccer use only, (the only exception will be the synthetic soccer field which can be used for other sports when soccer is not using it) (b) all baseball and softball fields will be utilized for baseball and softball use only, (c) multi-use fields will be utilized for football, baseball, soccer and lacrosse, (d) lacrosse field will be utilized for lacrosse only. The Parks and Recreation Department shall consider all requests for facilities in the best interest of the total city. Use of the multi-use fields will be determined by the following factors:

- a) Field conditions and current level of activity on the fields.
- b) Where necessary, considerations will be given to expanded facility usage such as extended hours, lighting requirements, etc.
- c) All requests will be reviewed, balanced and facilities allocated as the Parks and Recreation Department can best determine.

ARTICLE 8 The facility may be used for tournaments and special uses. User shall be charged a flat fee in order to guarantee the City's cost would be recovered. See separate Tournament Policies and Procedures manual and Tournament User Agreement.

ARTICLE 9 User will abide by the hours of operation as set by the City for that activity. City parks close at 10:00 P.M. as set by the City Ordinance. Any exception to the park closing time must be approved in advance by the Parks and Recreation Department.

SECTION IV USERS OBLIGATION

ARTICLE 1 User 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, restrooms and adjacent grounds. All litter shall be placed in the bins, cans, and receptacles provided by City.

- ARTICLE 2 User shall be prohibited from performing any maintenance to any turf or infield areas without permission from the City.
- ARTICLE 3 User shall mark all field lines before each regular scheduled game day.
Synthetic turf fields cannot be modified in any capacity.
- ARTICLE 4 User must comply with procedures, policies, and restrictions and all pertinent ordinances of the City.
- ARTICLE 5 User shall ensure that all secured areas remain locked and/or are locked at the completion of each daily activity. The City will provide the User necessary keys.
- ARTICLE 6 User shall close fields at the completion of each daily activity including turning off lights, locking restroom facilities, and securing equipment.
- ARTICLE 7 User shall provide related equipment necessary for play.
- ARTICLE 8 Maintenance and supervision of equipment owned or rented by user shall be the sole responsibility of the user. Alteration in design or type of equipment may be required by City to ensure safety; however, the City shall not be held to ensure the safety of any User owned or rented equipment. All equipment owned by the User must be removed by the end of this agreement.
- ARTICLE 9 User shall place equipment for each game. User will be responsible for removal and storage of equipment following completion of each day's play/activity. No passenger vehicles, trucks, etc. will be permitted on the fields.
- ARTICLE 10 Scoreboard control boxes shall be distributed through the City Parks and Recreation Office before the activity or season begins. User is responsible for maintenance or repair of boxes. Repairs will be charged to the user. If User fails to make payment within ten (10) days of the billing date, field contract will be terminated. Boxes are to be returned to the Parks and Recreation office within one week of the activity or season's completion. A \$500 deposit will be required per controller.
- ARTICLE 11 User shall provide officials and assume expense of same.
- ARTICLE 12 Although the City will make every effort to correct any problems discovered with the playing area, the User accepts this contract and the playing areas described herein as is and understands that it is the User's obligation to notify the City by way of the Director of Community Services in writing of any unsafe playing conditions upon discovery.

ARTICLE 13 User shall submit a written request to the Director of Community Services for approval for any installation or construction of temporary or permanent structures, signs, equipment, or other related items. Permanent structures shall become the property of the City.

ARTICLE 14 **User must provide the City a copy of the User's rules and regulations, charters, constitution, by-laws, and directory of officers including names, addresses and phone numbers yearly. User shall also present an association yearly update to the Parks and Recreation Advisory Board.**

ARTICLE 15 User shall be responsible for the collection of all participation/facility usage fees levied by the City. These fees should be paid within four weeks of the beginning of the season unless other provisions are approved by the City.

ARTICLE 16 User shall agree to waive all claims, release, indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission or negligent act of User, its officers, agents, employees, invitees or other persons, arising out of or in connection with this agreement or any and all activity or use pursuant of this agreement, or on or about the Property; and User will, at its own cost and expense, defend and protect City from any and all such claims and demands. Also, User agrees to and shall indemnify, defend and hold harmless User and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of all expenses of litigation, court costs and attorneys fees for injury to or death of any person or for damage to any property arising out of or in connection with this agreement or any and all activity or use pursuant indemnity shall apply whether the claims, losses, damages, causes of action suits or liability arise from the negligence of the User, its officers, officials, agents or employees and whether said negligence is contractual comparative negligence, concurrent negligence, gross negligence or any other form of negligence. City is responsible only for City's sole negligence.

ARTICLE 17 Insurance Requirements: (Note: Please see Multi-Use Policy for requirements related to equine sports.)

The requirements noted below are designed and intended to be applicable only to formal organizations and leagues who sponsor and control organized continuing athletic activities on a seasonal basis. The insurance

requirement is not applicable to individual citizens or groups of citizens who desire to use athletic fields on a one-time basis.

User shall maintain minimum insurance requirements as follows:

- a. Commercial General Liability: \$1,000,000 combined single limit per occurrence with a General Aggregate for death, bodily injury, personal injury and property damage. This policy shall have no coverages removed by exclusions. This policy shall provide coverage for all activities or uses arising out of or in connection with this agreement, or occurring on the Property during User's use.
- b. Workers' Compensation and Employers' Liability Statutory. Employers Liability policy limits of \$100,000 for each accident, \$100,000 disease - each employee, \$500,000 disease - policy limit. The insurer shall agree to waive all rights of subrogation against City, its officials, employees and volunteers for losses arising from the activities under this contract.
- c. User shall insure that the insurance carrier adds City as a named additional insured on the commercial general liability described above.
- d. User shall notify City immediately in the event User's insurance coverage shall be suspended, voided, canceled, and/or reduced in coverage or in limits.
- e. Insurance is to be placed with insurers with a Best Rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
- f. Certificates of Insurance and endorsements affecting coverage required by this clause shall be forwarded to the Director of Community Services.

SECTION V CITY'S OBLIGATION

- ARTICLE 1 City shall maintain all turf areas on the fields to include mowing, weed control, pest control, and fertilizing.
- ARTICLE 2 The City shall also provide sand, soil, etc. to be used in leveling or backfilling low areas when deemed necessary. City will do offseason field maintenance, the scope of which will be determined by the City based on the condition of the fields. If, in the City's determination, one specific user group or association created more damage to the fields than reasonably

expect, the user group or association will be financially responsible to repair field beyond standard services provided by City.

ARTICLE 3 City shall drag infields daily, weather permitting **for official scheduled games only.**

ARTICLE 4 City shall maintain all bleachers, fences, dugouts, backstops, and gates in a safe and secure condition.

ARTICLE 5 City shall provide and maintain all area and field lighting systems.

ARTICLE 6 City shall be responsible for the maintenance of any field irrigation system and watering of the fields.

ARTICLE 7 City shall be responsible for the maintenance of any adjacent park irrigation systems and the watering of the non-athletic turf areas.

ARTICLE 8 City shall maintain the restrooms in a safe and sanitary condition.

ARTICLE 9 City shall be responsible for off-season winterizing of plumbing fixtures.

ARTICLE 10 City shall be responsible for all public scoreboards and the lines leading to the scoreboards.

ARTICLE 11 City shall provide and empty litter receptacles.

ARTICLE 12 City shall provide goals, bases, plates and pitching rubbers and properly maintain.

SECTION VI **ENFORCEMENT OF CONTRACT**

ARTICLE 1 The administration of this contract shall be the responsibility of the Parks and Recreation Department. The Parks and Recreation Department shall report regularly to the Parks and Recreation Board and City Council on the effectiveness and difficulties of administering this contract.

ARTICLE 2 Enforcement of this contract will be through the Parks and Recreation Department.

ARTICLE 3 The term of a use agreement shall be for one calendar year.

ARTICLE 4 Upon termination of this agreement, the User shall have the right of first refusal to enter into a new contract. If the User fails or refuses to enter into a new contract at least sixty (60) days prior to the usual start of their

season, City shall have the right to enter into an agreement for use of the facility with another User. The former User shall have thirty (30) days to remove its own movable equipment which is not a permanent nature, upon termination of this agreement.

ARTICLE 5 Violation of this contract will be brought to the attention of an Appeals Committee appointed by the Parks Board and approved by City Council, if necessary.

ARTICLE 6 Should the User use the facilities in violation of Section III, Article 8 they will be fined \$500 and shall forfeit their right to use the facility until fine is paid to the City. (tournaments/special use)

ARTICLE 7 Failure of a User group to provide an effective procedure for enforcing code of conduct guidelines, hereto shall constitute grounds for cancellation of this contract.

ARTICLE 8 Failure to comply with all the provisions set forth in this contract shall result in this contract being revoked by the City and all privileges set forth being terminated. Such revocation of said contract shall be made without refund of any paid fees. This is binding upon any User of said contract.

ARTICLE 9 Any appeals to the revocation of this contract should be made in writing to the City Secretary within 10 days after contract is revoked. Appeals will be reviewed by City Council.

SECTION VII

CITY PROCEDURES FOR ATHLETIC FIELD CLOSURE

ARTICLE 1 The Parks and Recreation Department will check the game sites in advance and render a decision relative to scheduled games for that date when inclement weather conditions exist. The City has the absolute authority to close the parks and facilities in the event of inclement weather, wet grounds, or any other "act of God" which would cause questionable playing conditions.

ARTICLE 2 Reasons for Athletic Field Closure include:

- a) It is raining at game time.
- b) Playing fields are too wet.
- c) Athletic fields need to be closed in the interest of participant safety and/or preservation of good playing surfaces.
- d) Maintenance and/or repair
- e) Lightning

ARTICLE 3 Should the User use the facilities in violation of Section VII Article 1, they will be fined \$500 and shall forfeit their right to use the facility and any fees paid pending a hearing by the Appeals Committee. (weather issues)

ARTICLE 4 City procedures for Athletic Field Closure:

A. The primary responsibility for making field closure decisions rests with the City Parks Crew Leader responsible for athletic field maintenance.

B. The City will inform the association's President of all field closures. The association's President has the responsibility to inform the User's representatives and participants about the field closure decision.

C. City will inspect athletic fields by 3:00 PM Monday - Thursday.

D. City will decide based upon field conditions or weather.

E. The decision of the City will be final.

F. After games have begun and inclement weather becomes a factor, the umpires and or User officials shall decide for cancellation or postponement after inspection of the athletic fields. All associations shall be aware of and understand the lightning detection system in place at the Keller Sports Park, and evacuate all fields and seek shelter when the lightning detection system warning is activated.

SECTION IX **MISCELLANEOUS**

ARTICLE 1 User must provide the City with a designated primary and secondary person to communicate with City Staff. In an attempt to maintain effective communications, only these designated individuals shall contact the Director of Community Services in regards to any of their concerns or needs.

ARTICLE 2 There is limited storage facilities for Users' maintenance and/or sport equipment.

ARTICLE 3 All Users with youth sports programs operating within the structure of the Keller Parks and Recreation Department and/or using City facilities shall make available National Youth Sports Coaching Association Certification and/or other coaches' clinics to all coaches.

ARTICLE 4 Any funds generated by activities scheduled into City parks and facilities will be subject to an audit by the City upon demand. Failure to comply within thirty (30) days will result in contract being invalidated and considered null and void.

ARTICLE 5 In accordance with Ordinance #1306, it shall be unlawful for any person owning, possessing or keeping an animal or animals, whether vaccinated or unvaccinated, licensed or unlicensed, to allow such animal or animals to be within the sidelines and/or fences of the league sports playing fields or spectator areas of said fields. Spectator areas are defined as the perimeter of the concession stands located at the baseball and softball fields measuring out forty-five (45) feet and the perimeter of the soccer and football field sidelines measuring out twenty (20) feet.

ARTICLE 6 In accordance with Ordinance #1307, smoking in municipal buildings or facilities; bleachers in public parks; or grounds or facilities at Keller Sports Park except in the parking lots is prohibited.

APPENDIX I

CONDUCT GUIDELINES

THESE GUIDELINES HAVE BEEN ESTABLISHED IN THE INTEREST OF ALL PERSONS WHO WISH TO PARTICIPATE IN PROGRAMS AND ACTIVITIES PROVIDED BY THE SPONSORING USER IN KELLER SPORTS PARK.

"Participant" in these guidelines may include, but not be limited to players, coaches, spectators, and/or officials.

1. User groups shall establish a Review Board to consider allegations of violations of these conduct guidelines. The Review Board shall be empowered to take whatever action is needed, including expulsion from the program, to effectively enforce these guidelines.
2. A participant may be ejected from a game or game site at the discretion of the official for fighting, displaying abusive language, displaying unnecessary roughness, harassment of officials, or for any other flagrant act of misconduct which deters from the competitive or recreational objective of the program.
3. For grossly severe acts of misconduct, expulsion from the program shall be immediate.

4. Any ejected participant who is instructed to leave the game and thereafter causes a disturbance of any nature, shall be ordered by the official or league officers to leave the game site.
5. Any participant that holds, pushes, shoves, curses, strikes, or attacks an official is automatically suspended (restricted from participation in any manner) for the remainder of the current season. Additional discipline may be administered as deemed appropriate by the Review Board of the respective association.
6. Conduct After the Game/Activity While on City Property: Any participant who continues to display conduct which deters from the recreational objectives of the program, after the game/activity, will result in disciplinary action being taken against that individual.
7. Tobacco usage in/on the playing field shall not be permitted by any participant.
8. No participant shall be allowed to participate while intoxicated or under the influence of drugs.
9. NYSCA certification and/or other coaches' clinics is encouraged for all youth coaches utilizing city facilities.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day of _____.

City of Keller, Texas

Youth Association President

BY _____
Aaron Rector
City Manager

BY _____
Signature

Printed Name

Printed Title