



NOTICE OF MEETING
OF THE
PARKS & RECREATION COMMISSION OF
BUDA, TEXAS

*An agenda information packet is available for public inspection
In the Buda Public Library.*

This notice is posted pursuant to the Texas Open Meetings Act. Notice is hereby given that a **Regular Parks and Recreation Commission Meeting** of the City of Buda, Texas, will be held on **Wednesday, August 18, 2010 at 6:30 PM.** in the City Hall Council Chambers at 121 Main Street, Buda, Texas 78610, at which time the following subjects will be discussed:

A. CALL TO ORDER

B. ROLL CALL

C. WORKSHOP

1. Review and discuss Parks and Recreation Commission appointments.
2. Review and discuss the City of Buda Comprehensive Plan Update regarding key park, trail, and recreation needs and concerns.
3. Review and discuss the 2009/2010 and 2010/2011 fiscal year Parks and Recreation Budget.
4. Review and discuss Sportsplex needs.
5. Review and discuss woodchips used for playground surfacing.
6. Review and discuss the Red, White N Buda Fireworks Show and the Brew-B-Que Festival that was held on July 4, 2010.

D. PUBLIC COMMENTS At this time, comments will be taken from the audience on non-agenda related topics for a length of time not to exceed three minutes per person. To address the Parks and Recreation Commission, please submit a Citizen's Comment Form to City Staff or the Chair **prior** to the start of the meeting. *No action may be taken by the Parks and Recreation Commission during Public Comments.*

E. CONSENT AGENDA All matters listed under this item are considered to be routine by the Parks & Recreation Commission and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

1. Approval of the Parks and Recreation Commission Meeting Minutes dated June 16, 2010.

F. REGULAR AGENDA ITEMS

1. Deliberation and possible action on a recommendation to the City Manager and City Council regarding the installation of a sand volleyball court at City Park, to be constructed by The Well Church.

G. STAFF REPORTS

1. Review and discuss the Parks and Recreation Project Status Report.

H. PARKS AND RECREATION COMMISSION REQUESTS FOR FUTURE AGENDA ITEMS

No deliberation or discussion may take place by the Parks and Recreation Commission during this agenda item.

I. ADJOURNMENT

City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 312-0084, or FAX (512) 312-1889 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Buda, was posted on the bulletin board in front of Buda City Hall, which is readily accessible to the public at all times, by 7:00 p.m. on Friday, August 13, 2010.


Toni Milam, City Secretary, TRMC

I hereby certify that the above shown notice was removed from the posting location at the Buda City Hall, 121 Main Street, Buda, Texas 78610, at _____ on the _____ day of _____ 2010 and satisfies the 72-hour posting requirement.

Toni Milam, TRMC
City Secretary

100-General Fund
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 83.33

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
----------------	----------------	---------------------	------------------	----------------	--------------

EXPENDITURE SUMMARY

Community Services - P&R

Parks & Recreation	227,629	24,369.58	173,683.98	0.00	53,945.02	76.30
Salaries & Benefits	23,504	2,761.79	15,665.33	0.00	7,838.67	66.65
Supplies	13,384	0.00	8,115.55	0.00	5,268.45	60.64
Repairs & Maintenance	50,426	2,774.34	41,605.40	0.00	8,820.60	82.51
Designated Services	0	0.00	196.95	0.00	196.95	0.00
Capital Outlay & Improve	314,943	29,905.71	239,267.21	0.00	75,675.79	75.97
TOTAL Parks & Recreation	314,943	29,905.71	239,267.21	0.00	75,675.79	75.97
TOTAL Community Services - P&R	0	0.00	0.00	0.00	0.00	0.00

TOTAL EXPENDITURES	314,943	29,905.71	239,267.21	0.00	75,675.79	75.97
REVENUE OVER/(UNDER) EXPENDITURES	(314,943)	(29,905.71)	(239,267.21)	0.00	(75,675.79)	75.97

100-General Fund
Community Services - P&R
Parks & Recreation

EXPENDITURES CURRENT BUDGET CURRENT PERIOD YEAR TO DATE ACTUAL TOTAL ENCUMBERED % OF YEAR COMPLETED: 83.33 BUDGET BALANCE % YTD BUDGET

Salaries & Benefits

100.4815.510.5100	Salaries	156,323	16,904.36	115,497.18	0.00	40,825.82	73.88
100.4815.510.5101	Merit / Sick Leave Ben	1,400	0.00	0.00	0.00	1,400.00	0.00
100.4815.510.5102	Overtime	2,000	395.51	3,664.16	0.00	1,664.16	183.21
100.4815.510.5110	FICA Tax	12,487	1,323.46	9,115.74	0.00	3,371.26	73.00
100.4815.510.5111	Employee Insurance	24,184	2,120.11	21,682.33	0.00	2,501.67	89.66
100.4815.510.5112	Worker's Compensation	10,210	0.00	7,312.90	0.00	2,897.10	71.62
100.4815.510.5114	Retirement	20,425	3,624.14	16,025.21	0.00	4,399.79	78.46
100.4815.510.5115	Other Personnel Expens & Benefits	600	2.00	386.46	0.00	213.54	64.41
TOTAL	Salaries & Benefits	227,629	24,369.58	173,683.98	0.00	53,945.02	76.30

Supplies

100.4815.520.5200	Small Tools	2,600	1,034.00	1,276.84	0.00	1,323.16	49.11
100.4815.520.5201	Operating Supplies	1,300	114.10	1,389.97	0.00	89.97	106.92
100.4815.520.5202	Maintenance Supplies	9,381	612.07	4,732.22	0.00	4,648.78	50.44
100.4815.520.5203	Computer Supplies	2,531	21.65	1,110.20	0.00	1,420.80	43.86
100.4815.520.5204	Postage	2,592	237.75	1,073.30	0.00	1,518.70	41.41
100.4815.520.5205	Fuel & Oil	5,100	742.22	6,082.80	0.00	982.80	119.27
TOTAL	Supplies	23,504	2,761.79	15,665.33	0.00	7,838.67	66.65

Repairs & Maintenance

100.4815.530.5300	Repairs & Maintenance	0	0.00	234.15	0.00	234.15	0.00
100.4815.530.5301	Repairs & Maintenance	3,384	0.00	2,942.90	0.00	441.10	86.97
100.4815.530.5302	Repairs & Maintenance	10,000	0.00	4,938.50	0.00	5,061.50	49.39
100.4815.530.5304	Repairs & Maintenance	0	0.00	0.00	0.00	0.00	0.00
TOTAL	Repairs & Maintenance	13,384	0.00	8,115.55	0.00	5,268.45	60.64

Designated Services

100.4815.540.5400	Advertising	5,991	683.50	3,156.60	0.00	2,834.40	52.69
100.4815.540.5401	Communication	4,970	339.72	2,430.32	0.00	2,539.68	48.90
100.4815.540.5403	Dues & Subscriptions	728	0.00	224.52	0.00	503.48	30.84
100.4815.540.5404	Professional Services	0	0.00	886.94	0.00	886.94	0.00
100.4815.540.5406	Rental of Equipment	1,740	0.00	3,907.34	0.00	2,167.34	224.56
100.4815.540.5407	Travel / Seminars	2,722	0.00	1,289.94	0.00	1,432.06	47.39
100.4815.540.5408	Uniforms	2,375	0.00	1,758.93	0.00	616.07	74.06
100.4815.540.5409	Utilities	18,600	51.12	10,690.24	0.00	7,909.76	57.47
100.4815.540.5410	Recreation Events	13,300	642.00	17,260.57	0.00	3,960.57	129.78
100.4815.540.5425	Operating Capital	0	0.00	0.00	0.00	0.00	0.00
TOTAL	Designated Services	50,426	2,774.34	41,605.40	0.00	8,820.60	82.51

CITY OF BUDA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2010

% OF YEAR COMPLETED: 83.33

100-General Fund
Community Services - P&R
Parks & Recreation
EXPENDITURES

CURRENT BUDGET CURRENT PERIOD YEAR TO DATE ACTUAL TOTAL ENCUMBERED BUDGET BALANCE % YTD BUDGET

Capital Outlay & Improve							
100.4815.560.5600 Building & Fixtures	0	0.00	196.95	0.00	(	196.95)	0.00
100.4815.560.5604 Equipment	0	0.00	0.00	0.00		0.00	0.00
100.4815.560.5605 Equipment Electronic	0	0.00	0.00	0.00		0.00	0.00
100.4815.560.5609 Facilities	0	0.00	0.00	0.00		0.00	0.00
100.4815.560.5612 Vehicles	0	0.00	0.00	0.00		0.00	0.00
TOTAL Capital Outlay & Improve	0	0.00	196.95	0.00	(	196.95)	0.00

TOTAL Parks & Recreation 314,943 29,905.71 239,267.21 0.00 75,675.79 75.97

TOTAL Community Services - P&R 314,943 29,905.71 239,267.21 0.00 75,675.79 75.97

TOTAL EXPENDITURES 314,943 29,905.71 239,267.21 0.00 75,675.79 75.97

REVENUE OVER/(UNDER) EXPENDITURES (314,943) (29,905.71) (239,267.21) 0.00 (75,675.79) 75.97

100-General Fund
FINANCIAL SUMMARY

CITY OF BUDA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2010

% OF YEAR COMPLETED: 83.33

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
----------------	----------------	---------------------	------------------	----------------	--------------

EXPENDITURE SUMMARY

Community Services - P&R

Sportsplex Park					
Salaries & Benefits	96,744	9,478.61	73,226.10	0.00	23,517.90
Supplies	7,246	873.06	5,289.51	0.00	1,956.49
Repairs & Maintenance	55,324	1,525.50	19,418.49	43.34	35,862.17
Designated Services	6,786	198.92	3,273.17	0.00	3,512.83
Capital Outlay & Improve	0	1,627.56)	0.00	27,412.44	27,412.44)
TOTAL Sportsplex Park	166,100	10,448.53	101,207.27	27,455.78	37,436.95
TOTAL Community Services - P&R	0	0.00	0.00	0.00	0.00

TOTAL EXPENDITURES	166,100	10,448.53	101,207.27	27,455.78	37,436.95	77.46
REVENUE OVER/(UNDER) EXPENDITURES	(166,100)	(10,448.53)	(101,207.27)	(27,455.78)	(37,436.95)	77.46

100-General Fund
Community Services - P&R
Sportsplex Park

% OF YEAR COMPLETED: 83.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Salaries & Benefits						
100.4816.510.5100 Salaries	64,485	6,329.64	52,319.01	0.00	12,165.99	81.13
100.4816.510.5101 Long/Sick Time Benefit	552	0.00	0.00	0.00	552.00	0.00
100.4816.510.5102 Overtime	1,000	569.26	2,126.54	0.00	1,126.54	212.65
100.4816.510.5110 FICA Tax	5,052	527.76	4,165.39	0.00	886.61	82.45
100.4816.510.5111 Employee Insurance	13,436	697.87	8,777.12	0.00	4,658.88	65.33
100.4816.510.5112 Worker's Compensation	3,302	0.00	0.00	0.00	3,302.00	0.00
100.4816.510.5114 Retirement	8,317	1,354.08	5,762.04	0.00	2,554.96	69.28
100.4816.510.5115 Other Personnel Expens	600	0.00	76.00	0.00	524.00	12.67
TOTAL Salaries & Benefits	96,744	9,478.61	73,226.10	0.00	23,517.90	75.69
Supplies						
100.4816.520.5200 Small Tools	1,000	0.00	295.84	0.00	704.16	29.58
100.4816.520.5201 Operating Supplies	500	576.02	576.02	0.00	76.02	115.20
100.4816.520.5202 Maintenance Supplies	1,500	49.63	1,317.61	0.00	182.39	87.84
100.4816.520.5203 Computer Supplies	1,750	0.00	1,088.55	0.00	661.45	62.20
100.4816.520.5204 Postage	1,296	0.00	0.00	0.00	1,296.00	0.00
100.4816.520.5205 Fuel & Oil	1,200	247.41	2,011.49	0.00	811.49	167.62
TOTAL Supplies	7,246	873.06	5,289.51	0.00	1,956.49	73.00
Repairs & Maintenance						
100.4816.530.5300 Repairs & Maintenance	0	0.00	6.70	0.00	6.70	0.00
100.4816.530.5301 Repairs & Maintenance	0	0.00	318.95	0.00	318.95	0.00
100.4816.530.5302 Repairs & Maintenance	55,324	1,525.50	19,092.84	43.34	36,187.82	34.59
100.4816.530.5304 Repairs & Maintenance	0	0.00	0.00	0.00	0.00	0.00
TOTAL Repairs & Maintenance	55,324	1,525.50	19,418.49	43.34	35,862.17	35.18
Designated Services						
100.4816.540.5400 Advertising	897	0.00	300.00	0.00	597.00	33.44
100.4816.540.5401 Communication	840	78.23	766.30	0.00	73.70	91.23
100.4816.540.5403 Dues & Subscriptions	163	0.00	0.00	0.00	163.00	0.00
100.4816.540.5404 Professional Services	0	0.00	0.00	0.00	0.00	0.00
100.4816.540.5405 Reimbursement/Allowanc	0	0.00	0.00	0.00	0.00	0.00
100.4816.540.5406 Rental of Equipment	440	0.00	0.00	0.00	440.00	0.00
100.4816.540.5407 Travel/Seminars	1,490	0.00	769.00	0.00	721.00	51.61
100.4816.540.5408 Uniforms	1,156	0.00	481.29	0.00	674.71	41.63
100.4816.540.5409 Utililities	1,800	120.69	956.58	0.00	843.42	53.14
100.4816.540.5410 Recreation Events	0	0.00	0.00	0.00	0.00	0.00
100.4816.540.5425 Operating Capital	0	0.00	0.00	0.00	0.00	0.00
TOTAL Designated Services	6,786	198.92	3,273.17	0.00	3,512.83	48.23

CITY OF BUDA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2010

% OF YEAR COMPLETED: 83.33

100-General Fund
Community Services - P&R
Sportsplex Park
EXPENDITURES

CURRENT BUDGET CURRENT PERIOD YEAR TO DATE ACTUAL TOTAL ENCUMBERED BUDGET BALANCE % YTD BUDGET

Capital Outlay & Improve							
100.4816.560.5600 Building & Fixtures	0	0.00	0.00	0.00	0.00	0.00	0.00
100.4816.560.5604 Equipment	0	0.00	0.00	0.00	0.00	0.00	0.00
100.4816.560.5605 Equipment Electronic	0	0.00	0.00	0.00	0.00	0.00	0.00
100.4816.560.5609 Facilities	0	1,627.56)	0.00	0.00	27,412.44	27,412.44)	0.00
100.4816.560.5612 Vehicles	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay & Improve	0	1,627.56)	0.00	0.00	27,412.44	27,412.44)	0.00

TOTAL Sportsplex Park 166,100 10,448.53 101,207.27 27,455.78 37,436.95 77.46

TOTAL Community Services - P&R 166,100 10,448.53 101,207.27 27,455.78 37,436.95 77.46

TOTAL EXPENDITURES 166,100 10,448.53 101,207.27 27,455.78 37,436.95 77.46

REVENUE OVER/(UNDER) EXPENDITURES (166,100) (10,448.53) (101,207.27) (27,455.78) (37,436.95) 77.46

490-Parks & Rec Capital Fund
FINANCIAL SUMMARY

CITY OF BUDA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2010

% OF YEAR COMPLETED: 83.33

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
--	----------------	----------------	---------------------	------------------	----------------	--------------

REVENUE SUMMARY

Fees	0	0.00	59,829.03	0.00	59,829.03	0.00
Miscellaneous Revenue	(4,195)	0.00	151.14	0.00	4,346.14	3.60
TOTAL REVENUES	(4,195)	0.00	59,980.17	0.00	64,175.17	1,429.80-

EXPENDITURE SUMMARY

Community Services - P&R

Parks & Rec Capital	19,500	0.00	16,728.49	16,989.16	14,217.65	172.91
Capital Outlay & Improve	19,500	0.00	16,728.49	16,989.16	14,217.65	172.91
TOTAL Parks & Rec Capital	0	0.00	0.00	0.00	0.00	0.00
TOTAL Community Services - P&R	0	0.00	0.00	0.00	0.00	0.00

Culture/Recreation

TOTAL Culture/Recreation	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	19,500	0.00	16,728.49	16,989.16	14,217.65	172.91
REVENUE OVER/(UNDER) EXPENDITURES	(23,695)	0.00	43,251.68	(16,989.16)	49,957.52	110.84-

CITY OF BUDA
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2010

490-Parks & Rec Capital Fund

% OF YEAR COMPLETED: 83.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Fees						
490.330 Park Donations & Subdiv. Fe	0	0.00	59,829.03	0.00	59,829.03	0.00
TOTAL Fees						
Miscellaneous Revenue						
490.390 Interest	(4,195)	0.00	151.14	0.00	4,346.14	3.60-
TOTAL Miscellaneous Revenue						
TOTAL REVENUE	(4,195)	0.00	59,980.17	0.00	64,175.17	1,429.80-

CITY OF BUDA
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JULY 31ST, 2010

% OF YEAR COMPLETED: 83.33

490-Parks & Rec Capital Fund
 Community Services - P&R
 Parks & Rec Capital
 EXPENDITURES

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
Capital Outlay & Improve						
490.4815.560.5604 Equipment	19,500	0.00	16,502.50	16,989.16 (	13,991.66)	171.75
490.4815.560.5609 Facilities	0	0.00	225.99	0.00 (	225.99)	0.00
490.4815.560.5618 Transfer Out	0	0.00	0.00	0.00	0.00	0.00
TOTAL Capital Outlay & Improve	19,500	0.00	16,728.49	16,989.16 (	14,217.65)	172.91

TOTAL Parks & Rec Capital 19,500 0.00 16,728.49 16,989.16 (14,217.65) 172.91

TOTAL Community Services - P&R 19,500 0.00 16,728.49 16,989.16 (14,217.65) 172.91

TOTAL Culture/Recreation 0 0.00 0.00 0.00 0.00 0.00 0.00

TOTAL EXPENDITURES 19,500 0.00 16,728.49 16,989.16 (14,217.65) 172.91

REVENUE OVER/(UNDER) EXPENDITURES (23,695) 0.00 43,251.68 (16,989.16) (49,957.52) 110.84-

CITY OF BUDA, TEXAS
 FISCAL YEAR 2010-11 PROPOSED BUDGET
 PARKS & RECREATION CAPITAL FUND - 490
 SUMMARY OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

Description	Actual FY 2007-08	Actual FY 2008-09	Budget FY 2009-10	Year End FY 2009-10	Budget FY 2010-11
BEGINNING FUND BALANCE					
UNRESERVED, UNDESIGNATED	\$ 191,790	\$ 477,630	\$ 266,859	\$ 266,859	\$ 293,146
CAPITAL IMPROVEMENT RESERVE	-	-	-	-	-
UNRESERVED, DESIGNATED	-	-	-	-	-
TOTAL BEGINNING FUND BALANCE	\$ 191,790	\$ 477,630	\$ 266,859	\$ 266,859	\$ 293,146
REVENUES					
INTEREST	\$ 7,582	\$ 15	\$ 4,195	\$ 175	
MISCELLANEOUS REVENUE	409,543	2,446		59,829	113,300
PARK CAPITAL FUNDS					
TOTAL REVENUES	\$ 417,125	\$ 2,461	\$ 4,195	\$ 60,004	\$ 113,300
EXPENDITURES					
CONTRACTUAL SERVICES					
TRANSFER OUT	\$ 274,200	\$ 185,000	\$ -	\$ -	\$ -
TOTAL CONTRACTUAL SERVICES	\$ 274,200	\$ 185,000	\$ -	\$ -	\$ -
CAPITAL OUTLAY					
BUILDING AND FIXTURES	\$ -	\$ -	\$ -	\$ -	\$ -
FURNITURE	-	-	-	-	-
VEHICLES	-	-	-	-	-
EQUIPMENT	-	25,485	19,500	33,492	-
EQUIPMENT - ELECTRONI	-	-	-	-	-
EQUIPMENT-COMMUNICATI	-	-	-	-	-
EQUIPMENT - SOFTWARE	-	-	-	-	-
PARK FACILITIES	-	2,748	-	226	-
LAND	-	-	-	-	-
TOTAL CAPITAL OUTLAY	\$ -	\$ 28,233	\$ 19,500	\$ 33,718	\$ -
TOTAL EXPENDITURES	\$ 274,200	\$ 213,233	\$ 19,500	\$ 33,718	\$ -
ENDING FUND BALANCE:					
UNRESERVED, UNDESIGNATED	\$ 334,705	\$ 266,859	\$ 251,554	\$ 293,146	\$ 406,446
CAPITAL IMPROVEMENT RESERVE	-	-	-	-	-
UNRESERVED, DESIGNATED	-	-	-	-	-
TOTAL ENDING FUND BALANCE	\$ 334,705	\$ 266,859	\$ 251,554	\$ 293,146	\$ 406,446

Sportsplex Priority List

Bleachers – need two per field-\$1,500 each

- Need 8 bleachers
- 3-row bleachers seats 30
- Total of \$12,000

Foul Poles – need two per field-\$1,000 pair

- Need 4 pairs
- Total of \$4,000

Shade canopy for playground – \$15,000

- 900 square feet to cover the playground so that it is usable during the day.

Scoreboards - \$10,000 per field

- Need 4 scoreboards
- Total of \$40,000

SAND VOLLEYBALL COURT SPECIFICATIONS

This document is intended to give general guidelines to provide The Well Church with city approved specifications as to how to construct a sand volleyball court.

- The official court size is 30 feet x 60 feet with a 6 foot buffer of sand enclosed by PVC piping or something similar.
- Ideally the court should be situated with the net running east-west so the morning and evening sun is not facing directly into the eyes of one team. The dirt dug out of the earth should be piled up around the court in a horseshoe fashion, leaving one of the four court sides open for proper drainage. This earth pile can be made into an incline that allows for elevated spectator viewing, even piling only one or two sides.
- Sand volleyball court should be installed to the west of the playground at City Park.
- The court area should be excavated with a drainage ditch leading away from the lowest point of the court. Proper drainage is extremely important. Landscaping fabric is needed to ensure that weeds do not grow in the sand.
- A minimum of 12 inches of sand is required to be placed in the excavated pit. Invest in good sand and the cleanest sand that can be purchased. Get washed masonry sand, or check for a beach-like feel. Do not use anything coarser, but also stay away from very fine grains as they can compact into a type of mud when wet.
- Poles supporting the volleyball net should be made of 4 inch diameter schedule 40 galvanized metal, treated wood (8 inch diameter), or other material that will withstand tension and not bend or break when stressed. It is also a good idea to pad the poles to protect players using your court. Supports should be approximately 10.5-16 feet long and cemented into a concrete footing measuring at least 1 foot in diameter and 3 feet deep.
- Volleyball court boundary lines are made of 1/4" rope or 1-1.5 inch webbing and tied to the four corners with buried dead-man anchors.
- A Pro Beach Volleyball Net (ML4:4) is needed.
- City will monitor any construction activity on park land to ensure that the volleyball court meets city specifications. Specifications can be changed as approved by the city.



**Parks and Recreation Commission
MINUTES
Regular Meeting
June 16, 2010**

The following represents the actions taken by the Buda Parks and Recreation Commission in the order they occurred during the meeting. While the minutes may not be in sequential order, all agenda items were discussed. The Parks and Recreation Commission of Buda, Texas, convened in a regular called meeting on Wednesday, June 16, 2010 in City Hall, 121 Main St., Buda, TX.

A. CALL TO ORDER

Call to order at 6:31 p.m.

B. ROLL CALL

Beth Hagan (Co-Chair) – Present
Rebecca Parker-Weber – Present
Janice Kearly – Present
Debbie Dulski – Present
Keli Daniels – Present
John Sanchez – Absent

C. ELECTION OF A CO-CHAIR

Parks and Recreation Director and Chairman of the Parks and Recreation Commission Jack Jones chose not to act as Chairman of the Commission. In accordance with the Parks and Recreation Commission By-Laws, Commissioners appointed a Co-Chairman to act in the Chairman's place.

Motion by Commissioner Parker-Weber, with a second by Commissioner Kearly to nominate Beth Hagan as Co-Chair of the Parks and Recreation Commission. Motion approved.

D. PUBLIC COMMENT

No public comments were received.

E. WORKSHOP

1. Review and discuss the new Parks and Recreation Commission Resource Guide.
Parks and Recreation Director Jack Jones provided each Commissioner with a Parks and Recreation Resource Guide. The guide was reviewed and discussed.

2. Review and discuss the Parks and Recreation Commission By-Laws.
Commissioners discussed amending and updating the Parks and Recreation Commission By-Laws. Thought was given as to using the Library Commission By-Laws as a basis for the new By-Laws. Commissioners will discuss the Parks and Recreation Commission By-Laws at a later date.
3. Review and discuss parks rules and ordinances.
Commissioners discussed updating parks rules and ordinances including park rental fees. Parks and Recreation Director Jack Jones will be bringing forth proposed parks rules and ordinances including park fees at a future meeting for consideration.
4. Review and discuss the Bradfield Drainage Project.
Staff provided an update to Commissioners regarding the Bradfield Drainage Project.
5. Review and discuss Parks and Recreation Commission appointments.
Staff discussed Parks and Recreation Commission appointments and term expirations. Commissioners were encouraged to help fill the one vacancy. Commissioner Hagan's and Commission Parker-Weber's term is expiring and they need to submit an application for reappointment to the Commission for future City Council consideration.
6. Review and discuss the Red, White N Buda Fireworks Show and the Brew B Que event to be held on July 4, 2010.
Staff discussed the Red, White N Buda Fireworks Show and the Brew B Que event to be held on July 4, 2010.

F. CONSENT AGENDA

1. Approval of the minutes from April 21, 2010.
Motion by Commissioner Parker-Weber, with a second by Commissioner Kearly to approve the minutes. Motion approved.

G. REGULAR AGENDA ITEMS

1. Deliberation and possible recommended action for potential City Manager/City Council consideration for the purchase and placement of a playground at Cullen Country Park.
**Parks and Recreation Director Jack Jones gave a presentation on the cost and location of the playground at Cullen Country Park. Questions were asked as to the warranty term, installation, and signage at the park.
Motion by Commissioner Parker-Weber, with a second by Commissioner Kearly to approve the purchase and placement of a playground at Cullen Country Park.
Motion approved.**

2. Deliberation and possible recommended action for potential City Manager/City Council consideration of installation of a sand volleyball court at City Park to be done by The Well Church.

Paul Goeke and Ryan Newhaus with The Well Church gave a presentation on the installation and maintenance of a proposed volleyball court at City Park. Commissioners requested that staff write up specifications regarding the installation of a sand volleyball court for approval at the next Parks and Recreation Commission meeting to ensure that the court is installed in accordance with city specifications.

Commissioners did not take any action on this item.

H. STAFF REPORTS

1. Review and discuss the Parks and Recreation Project Status Report.
Projects reviewed were the pond leak and adding effluent water at Stagecoach Park, summer Texas Workforce Commission workers, and Toons and Tunes attendance, and drinking fountains at parks.

I. PARKS AND RECREATION COMMISSION REQUESTS FOR FUTURE AGENDA ITEMS

- **Sportsplex needs**
- **Playscape woodchips**
- **Sand volleyball court at City Park**
- **Parks and Recreation rules and ordinances**

J. ADJOURNMENT 8:31 p.m.

Motion by Commissioner Parker-Weber, seconded by Commissioner Daniels to adjourn. Motion passed.

Toni Milam, City Secretary

City of Buda
Project Status Report
August 2010

Parks and Recreation Department

Stagecoach Park

Phase I Litigation – There has been no substantial change in the status of the ongoing litigation with the bonding company representing the contractor that went bankrupt. The city is seeking approximately \$120,000 to fix everything that was submitted on the punch list. Staff is holding approximately \$80,000 in retainage so the attorney is seeking an additional \$40,000 from the bonding company. The bonding company may choose to have another contractor complete the punch list as opposed to giving the city money for us to complete the punch list. The latest update is that all of the subcontractors are suing the bonding company for payment. The bonding company is asking that all suits be consolidated and the city attorney is opposing the consolidation. The bonding company is requesting a detailed cost breakdown for each item on the punch list. Staff provided the cost breakdown for each item on the punch list. Staff has been working to get the irrigation system operational to save the remaining live trees.

Phase II Grant Reimbursement – Staff has met with Hays County grant officials regarding being reimbursed for expenses related to the completed project. Staff has submitted to Hays County all related contracts, invoices/Pos, and checks that document the expenditures relating to the project for reimbursement to the city. The matching grant for Phase II of Stagecoach Park and the Historic House and Onion Creek Post Office is \$775,000. The city has matched the grant with the value of the land acquisition. The city is requesting that \$371,130.07 in expenditures be reimbursed leaving \$403,869.93 available in the grant to fund the Stagecoach House and Onion Creek Post Office buildings. Staff is hopeful that all of the expenses that were submitted will qualify for reimbursement. Hays County will begin to process the request sometime next week as they have been in the middle of their budget process. If all goes well, the city could receive a check in early September. Staff will stay in contact with Hays County on a weekly basis to ensure that things are moving along.

Historic Stagecoach House and Onion Creek Post Office buildings – The current architectural agreement with Carter Design to design, complete construction documents, and provide construction administration was amended by City Council on June 15. The architect's construction cost estimate for the exterior and interior work is approximately \$420,000 including a 15% contingency. At the City Council meeting on June 15, Councilmember Dodd requested that staff research a Construction Manager at Risk bidding process as opposed to a standard bidding procedure to possibly get better pricing and speed up construction. Staff met onsite with Carter Design and Johnson Consulting Engineers on August 3 to discuss the HVAC and electrical for the house and post office.

Pond – Park’s staff filled the pond completely and has monitored the water level weekly for abnormal water loss. The pond drops up to 20 inches per week if full. When the pond level reaches about 60% of capacity, the abnormal water loss ceases. The high amount of water loss indicates that the pond is not holding water as originally designed, especially when the pond is full. Staff contacted Lowden Excavation (subcontractor for Robinson who when bankrupt) regarding the reasons for the water loss. Lowden speculates that the electrical contractor did not seal the clay liner properly when they punched a hole to run the electrical wiring to the fountain. Staff is researching products (ESS-513 or bentonite) to seal the pond so that it holds water better or could go to a new permanent plastic liner that has a lifetime warranty.

Parks and Recreation Commission

The Commission was scheduled to meet on July 21. Only three members of the Commission attended the meeting so there was not a quorum. Currently there is one vacancy on the Commission and two members (Rebecca Parker-Weber and Keli Daniels) had indicated that they would not be able to attend the meeting due to scheduled vacations. Staff was not able to reach Commissioner John Sanchez after multiple attempts regarding his status for the meeting and he did not attend the meeting. Staff spoke with Commissioner Sanchez the week of July 26 and inquired of his status to serve on the Commission since he had not attended a meeting in several months and has been nonresponsive. Commissioner Sanchez told staff on the phone that he intended to resign due to his busy work schedule and that an email/letter would be forthcoming stating his intent. Staff has not received his resignation letter. According to Article 6 in the Parks and Recreation Commission By-Laws, if a Commission member misses three consecutive meetings the member will be considered as resigning their appointment and the City Council will appoint a replacement to serve out the unexpired term. As such, there are now two vacancies on the Commission. Staff has received applications from Vincent Lecca and Michael Britton to serve on the Commission. Staff will bring these two new applications and two renewal applications (Beth Hagan and Rebecca Parker-Weber) forward to be considered by City Council on August 17. At the next scheduled Parks and Recreation Commission meeting on August 18, staff will bring forward for discussion to consider specs for the sand volleyball court at City Park, updated parks rules and ordinances, Sportsplex needs, woodchips for playgrounds, Brew-B-Que Festival, city fireworks show, Parks and Recreation Division budget, and a Comprehensive Plan update.

Parks and Recreation Staffing

Four Texas Work Force Commission workers completed their work in parks on August 4. They started work on June 10 at no cost to the city. A fifth summer worker started on June 24 and he will complete his work on August 18. They worked 30 hours a week. The workers performed various functions that existing Parks staff does not have the time to complete such as removing weeds from playground mulch, painting, weedeating, removing weeds from the crushed granite trails, etc.

Park Maintenance

Staff closed two of the four recreational fields at the Sportsplex on June 7 to reestablish grass as those fields had been overused since the complex has been open to the public. Fields 1 and 2 will remain closed until August 22. In addition, staff closed fields 3 and 4 to reestablish grass on those fields as well due to overuse since the complex has been opened to the public. These two fields will remain closed until September 11. Staff has been fertilizing all of the fields at the Sportsplex and applied a broadleaf herbicide to reduce the weeds on the four softball fields.

Parks Maintenance Facility

The previous Parks and Recreation Director looked at three locations for the Parks Maintenance Building including Stagecoach Park, City Park near the Public Works facility (standalone facility), and the Sportsplex. The budget is \$300,000. Staff proposes to construct the building to the south of the existing Public Works facility.

Cullen Country Park Playscape

HOA President Vincent Lecca provided staff and the Parks and Recreation Commission with written verification that the HOA is in support of the project including the four homes located nearest the playscape site. Staff worked with the Cullen Country HOA regarding the purchase and placement of the small public playscape. There is approximately \$16,000 remaining in the Parks and Recreation Capital Fund from parkland dedication fees given to the city as part of the development. Mr. Lucke has secured a quote for the playscape from Play and Park Structures in the amount of \$16,989.16. A PO was issued on June 18 to purchase and install the new playscape. The playscape will be shipped to the city the week of August 9 with installation occurring by the end of August.

Sportsplex Field Usage Agreements

Per city ordinances, staff is now requiring that all youth and adult sports leagues playing league games on city property have an approved Facility Use Agreement with the city. The agreement outlines use of the fields, payment of field usage fees (\$15 per field, per hour in accordance ordinances), and the overall responsibilities of each league as it relates to using the fields. The city now requires all league providers to supply a Certificate of Liability Insurance naming the City of Buda as additional insured that includes comprehensive general (public) liability or its equivalent with minimum combined single limits of \$500,000 per person, \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate per occurrence. In addition, each league must mark/stripe the fields they have been assigned for league play. This requirement will save the city both staff time and money in painting sports fields. Individual team practices are excluded from these new requirements. Groups that have executed agreements with the city and scheduled to play games this fall include the following:

- Hays Communities Family Branch of the YMCA of Austin
 - Adult soccer season runs September 11 – October 3 with games on Sundays.

- Youth soccer season runs September 25 – November 13 with games on Saturdays.
- Youth flag football season runs September 21 – October 14 with games on Tuesday and Thursday late afternoons.
- Austin Texas SC
 - Youth soccer season runs August 2 – December 9 with games on Saturdays and practices on Monday through Thursday.
- Armadillo Texas Soccer League
 - Adult soccer season runs from August 1 – December 19 with games on Sundays.
- I9 Sports (new facility rental)
 - Youth flag football season runs September 18 – November 13 with games on Saturdays utilizing the outfields on two of the softball fields.
- Neighborhood Sports (new facility rental)
 - Youth flag football season runs from September 25 – November 6 with games on Saturdays.

Texas Brew-B-Que Festival

Due to the success of the festival, festival organizers have donated \$2,000 to the city for renovations to the restrooms at City Park. Festival organizers have tentatively planned to host the annual Brew-B-Que Festival on Saturday, July 2, 2011 that will include a fireworks show.

Red, White N Buda Fireworks Show

Staff plans to discuss with the Parks and Recreation Commission in the near future ideas for having a city organized event on July 4, 2011. Staff proposes to host a children's parade at City Park in the morning with free children's entertainment, hot dogs, and drinks. In the evening at City Park there would be live music, concessions, and a bigger fireworks show.

Toons and Tunes Summer Series

Attendance was down significantly at the summer series, especially the free concerts. This is attributed to the budget being lowered for musical performances and the bands booked were not well known. It cost approximately \$2,500 for each musical performance and approximately \$500 for each movie night. Since the movies were well attended, staff proposes to offer more movies and less concerts for next summer. With a higher budget per concert (maybe around \$5,000), this will allow staff to book well known local bands that would draw more attendance. Staff plans to discuss this with the Parks and Recreation Commission in the near future.

Antioch Church Historical Marker

City Council approved the design of the site for the historical marker on October 7, 2009. Staff met with Eagle Scout candidate Grant Garcia and his father Vic Garcia regarding Grant taking on this project. Staff also met onsite at the Antioch Church with

Mary Giberson and the Garcia's to discuss the project further. Grant has received a donation of 40 tons of rock base to use for the driveway that will be created by Public Works. Once the city has received a driveway permit from Hays County, then work can begin on the driveway. Once the driveway has been installed, then Grant will begin work on the landscaping. Mary Giberson plans to donate approximately (\$3,900) from the old historical society towards the landscaping for the historical marker that the scout would install using recruited volunteers. Staff has contacted Betty Harrison regarding the status of the historical marker. The marker should be ready and shipped to Buda sometime this fall as the state is slow to complete the marker.

City Website

Over the next several months, staff will update the Parks and Recreation web page with new information.

Hays County Grant

Staff met with Grants Administrator Jeff Hauff with Hays County regarding the bond money being given back to Hays County by Kyle and possibly most of it going to Jacobs Well in Wimberly, and the remaining park bond monies for possible disbursement. The county Parks and Open Space Advisory Board recently made a recommendation to the Commissioners Court regarding Kyle's request to return approximately \$1.2 million dollars in bond money back to Hays County. The Board made a recommendation to spend \$850,000 of the \$1.2 million on Jacobs Well in Wimberly. This item will be taken up by the Commissioners Court soon and appears that this will be approved. In addition, staff spoke to Mr. Hauff regarding the remaining \$600,000 in park bond monies left over from the original bond sale. Mr. Hauff indicated that there has not been a call for projects yet related to remaining monies. The matching grant cap per project is \$200,000. He expects a call for "recreation" projects to happen when additional remaining park bond monies has been allocated on habitat, open space, and water quality/quantity/access projects or something to that effect. It is unknown when a call for "recreation" projects will occur, but recently the Commissioner's Court requested that the Parks and Open Space Advisory Board to come up with criteria for "recreation" projects. Staff will monitor the activities of the Board and submit for an appropriate project for grant funding based upon the approved criteria.

Trail of Lights

On August 3, staff met with Mayor Lane, Mayor Pro Tem Chilcote, Councilmember Ruge, and volunteers to discuss the Trail of Lights event that will be held at Stagecoach Park. It was decided to hold the event December 17-23 from 6-10 p.m. and it will be similar to last year. The event will be larger now that the park is completely opened to the public. A larger planning meeting with more event volunteers is scheduled to be held on September 2 at 7 p.m. in the Council Chambers.

CITY OF BUDA
PARKS AND RECREATION DEPARTMENT
FACILITY USE AGREEMENT

This Agreement is entered into on this the ____ day of _____, 2010, between the City of Buda Parks and Recreation Department (“CITY”) and Neighborhood Sports (“ORGANIZATION”) by and through its authorized representative for the following CITY owned facilities: Buda Sportsplex. Other CITY facilities may be added to this Agreement upon approval of the CITY.

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

1.0 Obligations of the ORGANIZATION

- 1.1 At no cost or expense to the CITY, ORGANIZATION will:
- a. Stripe/mark/line each field used after consultation with CITY staff regarding field dimensions, stripe/mark/line color, etc. for every scheduled game or practice as necessary.
 - b. Provide adult supervision of facilities while in use by ORGANIZATION.
 - c. Pick up all litter/debris and place in trash receptacles as a result of ORGANIZATION’S use of the facilities including, but not limited to, playing areas, spectator areas, parking areas, dugouts, fences, backstops, bleachers, concession stands, and adjacent grounds.
 - d. Provide and maintain soccer goals, nets, cables, net clips, and bases as needed by ORGANIZATION with approval of the CITY.
 - e. Provide for any special needs or services such as bleachers, scoreboards, additional trash receptacles, port-a-lets, security, parking, traffic control devices, field lighting, etc. as needed as a result of ORGANIZATION’S use of the facilities as determined and approved by the CITY.
 - f. Clean CITY concession stand after every use (if applicable).
- 1.2 Do not remove or relocate any CITY owned soccer goals or bases/pitching rubbers without permission of CITY.
- 1.3 Request approval of the CITY for any and all additional concession stands and/or portable trailers and follow city, county, and State Health Codes.
- 1.4 Assume all responsibility to monitor inclement weather conditions and evacuate playing fields of participants and spectators when the threat of lightning or dangerous weather conditions approaches or when ordered by the Police Department, Fire Department, CITY, or other emergency services.
- 1.5 Evacuate playing fields of participants and spectators for any other dangerous condition as determined and ordered by the Police Department, Fire Department, CITY, or other emergency services.

- 1.6 Be responsible for any damages to fields if ORGANIZATION plays on wet fields or plays on fields that have been closed by the CITY. Any ORGANIZATION activity that occurs on fields that have been closed will result in a fine to ORGANIZATION that will be based on the cost of damage repair incurred by CITY.
- 1.7 Follow CITY Ordinances and Parks and Recreation Department rules and regulations. These include, but are not limited to, the following:
 - a. Possession, consumption, or distribution of alcoholic beverages is prohibited within all CITY parks and recreation areas as required by Ordinance No. 091020-4.
 - b. It shall be a violation for anyone exhibiting, using, carrying, possessing or disposing of glass beverage containers in all CITY parks.
 - c. It shall be a violation for any person or persons to operate any motor vehicle including, but not limited to motorcycles, motor scooters, and mini bikes, in or through any CITY owned or operated park, except on parking areas and driving lanes provided.
 - d. All pets must be on a leash.
- 1.8 ORGANIZATION shall at all times maintain a two hundred dollar (\$200) deposit to ensure daily policing of litter and to compensate the CITY for any damages to fields or CITY concession stand (if applicable) as a result of ORGANIZATION'S use of the facilities. The CITY will draw upon this deposit based on the actual cost incurred in cleaning (staff time) or repairing damaged fields. If the deposit shall be drawn upon, ORGANIZATION shall make up any deficiency within five (5) business days. ORGANIZATION is responsible for actual costs incurred that are higher than the deposit on file. Failure to pay this amount within ten (10) days of written notice will constitute termination of this Agreement.
- 1.9 Not engage in any business on CITY owned facilities or do anything in connection therewith which shall be in violation of any existing state or federal law or CITY ordinances or codes, or use the same in such manner as to constitute a nuisance. The CITY reserves the right to exclude any individual or ORGANIZATION from its facilities based on conduct, which it determines in its discretion to be objectionable or contrary to city interests.
- 1.10 Meet with the Parks and Recreation Department Director at least two months prior to each season to discuss schedule including league and non-league related games, practices, clinics, tournaments, skills and training sessions, camps, etc. that would be played at CITY owned facilities. In addition, discussions will include field playability and availability, ordinances and codes, and Parks and Recreation Department rules and regulations.
- 1.11 Encourage staff, coaches, volunteers, and agents to conduct themselves as positive role models exemplifying proper sportsmanship, cooperation, and appropriate behavior.

1.12 Do not trespass on private property to retrieve soccer balls, baseballs, etc. without first receiving permission from the property owner.

1.13 Receive prior written approval from the CITY to make any alterations, changes or additions to the existing facilities.

2.0. Obligations of the CITY

2.1 Assign fields to ORGANIZATION based upon field availability, seasonal maintenance, weather conditions, etc.

2.2 Be responsible for all routine maintenance and costs including water, sewer, electric, gas, and other utilities as associated with the facilities under the terms of this Agreement. Such routine maintenance and costs provided by the CITY include the following:

- a. Watering
- b. Mowing
- c. Overseeding (as necessary)
- d. Fertilizing
- e. Pest control
- f. Aerification
- g. Top-dressing
- h. Placement of CITY owned soccer goals, bases, and pitching rubbers
- i. Permanent concession stand
- j. Permanent restrooms
- k. Irrigation
- l. Parking areas

2.3 It is understood and agreed the CITY's obligations under this Agreement will be performed as soon as, and to the extent that, budgeted funds are available for performance of its obligations. It is further understood and agreed that if the CITY is unable to meet its obligations to repair or maintain the facilities, ORGANIZATION may at its sole cost and expense perform such repair or maintenance upon written approval by the CITY.

2.4 Haul off trash that has been properly deposited in trash receptacles.

2.5 Post field schedules on a daily and/or weekly basis at facilities.

2.6 At any time facilities are not being used by ORGANIZATION, CITY may assign such facilities to other organizations or parties.

2.7 Reserves the right to do any work at the facilities for the preservation, maintenance, and operation of the facilities at any time as necessary. CITY shall inform ORGANIZATION when such work is necessary and impacts the ORGANIZATION'S scheduled use of the facilities.

2.8 Make decisions on field closures due to inclement weather or unplayable field conditions. Decision will be made by 4:00 p.m. on weekdays and by 8:00 a.m. on weekends and

communicated to the ORGANIZATION. Decisions by the CITY are final. If inclement weather becomes a factor after games or practices have begun, ORGANIZATION shall cancel all games or practices immediately in order to protect the safety of participants and CITY owned facilities.

2.9 Make decisions on field closures due to other emergency situations. Decisions by the CITY are final. ORGANIZATION shall cancel all games and practices immediately in order to protect the safety of participants and spectators.

3.0 Permitted Use; Compliance with Law

3.1 ORGANIZATION may use facilities solely for the activity and in accordance with this Agreement's provisions. The use of the facilities for any other purpose is prohibited, unless written permission is first obtained from the CITY. ORGANIZATION shall not use, or suffer or permit any use of, facilities for any purpose or in any manner other than as contemplated by this Agreement. Permission to use the facilities will not be assigned to any other person or organization. This license to use facilities in no way implies surrender of CITY'S rights to manage and supervise its property. This Agreement permits use of facilities and does not imply permission to use any other facilities or grounds at CITY. ORGANIZATION, and the employees, subcontractors, agents, representatives, participants, invitees and attendees of ORGANIZATION and the activity (whether paid or not), shall comply with all applicable federal, state and local laws, regulations, and ordinances.

4.0 CITY Fees

4.1 ORGANIZATION agrees to pay to the CITY field rental fees in the amount of \$15 per hour, per field for all league games and practices in accordance with CITY Ordinances. ORGANIZATION understands that field rental fees are subject to change and may be increased by CITY Ordinance in the future. Facility rental fees are due and owing by the fifteenth (15th) day of each month from the preceding month's field usage schedule. CITY will send an invoice by email, mail, or fax to ORGANIZATION for payment no later than the fifth (5th) day of each month from the preceding month's field usage schedule. Failure to pay invoiced amount within fifteen (15) days of notice will constitute termination of this agreement.

4.2 In addition to field rental fees, ORGANIZATION agrees to pay to the CITY \$20 per hour plus a one-time \$100 annual commercial use permit for scheduled clinics, skills and training sessions, camps, etc. that are conducted during or outside the normal scope of activities whereby fees are being charged to participants if applicable in accordance with CITY Ordinances. Commercial fees are due and owing by the fifteenth (15th) day of each month from the preceding month's field usage schedule. CITY will send an invoice by email, mail, or fax to ORGANIZATION for payment no later than the fifth (5th) day of each month from the preceding month's field usage schedule. Failure to pay invoiced amount within fifteen (15) days of notice will constitute termination of this agreement.

4.3 ORGANIZATION agrees to pay to the CITY 10% of the gross sales of concession stand sales, if applicable. Concession fees are due and owing by the fifteenth (15th) day of each month from the preceding month's field usage schedule. CITY will send an invoice

by email, mail, or fax to ORGANIZATION for payment no later than the fifth (5th) day of each month from the preceding month's concession sales. ORGANIZATION shall make all concession sales receipts and/or accounting records available to CITY auditor for inspection within fifteen (15) days of receipt of written notice. Failure to pay invoiced amount within fifteen (15) days of notice will constitute termination of this agreement.

5.0 Indemnification

5.1 ORGANIZATION does hereby covenant and contract to waive all claims, release, indemnify and hold harmless the CITY and its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement, that may arise by reason of death or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of ORGANIZATION as well as any negligent omission, act or error of ORGANIZATION, its officials, officers, agents, employees and invitees, or other persons for whom ORGANIZATION is legally liable, and ORGANIZATION will, at its own cost and expense, defend and protect the CITY from and against any and all such claims and demands.

6.0 Insurance

6.1 ORGANIZATION shall obtain public liability insurance of the types and in the amounts set forth below from an underwriter licensed to do business in the State of Texas. ORGANIZATION shall furnish CITY with certificates of insurance or copies of the policies, evidencing the required insurance before the beginning of the season. ORGANIZATION agrees to submit new certificates or policies to the CITY on or before the expiration date of the previous certificates or policies and provide thirty (30) days written notice to CITY of any material change to or cancellation of the insurance. The insurance shall be the following types in amounts not less than indicated. Comprehensive General (Public) Liability or its equivalent, with minimum combined single limits of \$500,000 Per Person, \$1,000,000 Per-Occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 General Aggregate Per Occurrence. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis. On all insurance required, ORGANIZATION shall require insurance providers name CITY and their officers and employees as additional insureds under special provisions section of insurance of the policy. Failure to maintain liability insurance in the required amounts will constitute a termination of this agreement.

7.0 Assignment, Delegation, Amendment, or Waiver

7.1 Neither party shall assign or delegate the rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be amended or modified, by course of conduct or otherwise, except in a writing duly executed by both parties. Any waiver of any provision of this Agreement shall be in writing duly executed by the waiving party.

8.0 Right of Entry

8.1 CITY retains the right to enforce all necessary and proper rules of the management and

operations of the facility. A duly authorized representative of the CITY may enter the facilities at any time and on any occasion without any restrictions whatsoever.

9.0 Severability

9.1 In the event that one or more of the provisions contained in this Agreement for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

10.0 Default

10.1 In the event of any dispute regarding this Agreement or the terms contained herein, the parties hereto agree that they shall submit such dispute to binding mediation either to the Parks and Recreation Commission, City Manager, and/or City Council, whichever venue is deemed appropriate by CITY.

11.0 Termination

11.1 This Agreement may be terminated immediately with or without cause by either party or for any violations of the terms of this Agreement.

CITY OF BUDA:

NEIGHBORHOOD SPORTS:

Jack Jones
Parks and Recreation Director
