



**PARKS AND RECREATION DEPARTMENT
2024 ATHLETIC SPORTS AGREEMENT**

CITY OF ANGLETON, TEXAS

A. POLICY FOR USE OF PARK AND RECREATIONAL FACILITIES

This policy for use of City of Angleton Park and Recreational facilities is comprised of procedures, regulations, and guidelines designed to ensure that all facilities are utilized in a safe and efficient manner.

Priority use of the athletic facilities is reserved for associations requiring the on-going, scheduled use of a facility to provide a recreational service or to meet a community recreational need. "Sports Association," as defined for the purpose of this document, is an athletic league, athletic team, or group that conducts its own affairs within the framework of polices, and the Angleton Code of Ordinances established by the City of Angleton for use of city facilities and recommended by the Parks Board.

B. ATHLETIC FACILITIES PROCEDURES AND GUIDELINES

1. PARTIES:

The City of Angleton, Angleton Parks and Recreation Department hereinafter referred to as the "City." or "Parks.", and the Angleton Sports Associations, hereinafter referred to collectively as the "ASA" are parties to this Agreement. The ASA consists of the following sports organizations: Angleton Little League, Angleton Girls Softball Association and Angleton Soccer Club but for the purposes of this Agreement are referred to collectively as the "ASA". Each organization shall designate one (1) person to act as the contact person for the sports association, and shall submit the person's name, title, address, home and work phone numbers to the Parks and Recreation Department. Each ASA entity is responsible for updating contact information as changes occur. The ASA is also responsible for notifying the City of removal or replacement of the designated contact person and shall provide the City with the contact information of their replacement within three (3) business days. The Director of Parks and Recreation, or designee, shall act as the City's liaison to the ASA.

2. TERM:

The term of this Agreement is from **January 1, 2024** to **December 31, 2026**, unless terminated earlier in accordance with the terms of this Agreement. Upon mutual agreement of the parties, this Agreement may be renewed for an additional two (2) year term upon the same terms and conditions of this Agreement and no renewal is effective unless in writing. Either party may send notice to the other party not later than sixty (60) days prior to the expiration of this Agreement indicating its desire to renew or extend this Agreement. Renewal of this Agreement shall require City Council approval. _

3. CONDITIONS FOR USE:

The ASA shall attend an annual scheduling meeting. At this meeting, the ASA shall submit their requests in writing, and written requests shall be accompanied by proof of liability insurance naming the City as an additional insured if not previously provided at the time of

execution. Additionally, the list of the ASA Board of Directors with addresses, both physical and email, and phone numbers, practice, game, and tournament schedules all of which must be provided to the City on or before the opening day for the beginning of the season for each applicable sport. The security deposit, proof of non-profit status and the status is in “good standing”, and the current ASA bylaws for each organization shall be provided to the City upon execution of this agreement. Upon any request by the City documents regarding the financial statement, or annual budget including the current balance sheet shall be made promptly available.

The ASA shall provide, upon execution of this Agreement, a certificate of general liability insurance naming the City of Angleton as an additional insured, that includes but is not limited to Comprehensive, General Liability coverage including contractual liability, premises/operations and personal injury liability in the amount of a minimum of \$1,000,000 per person and \$2,000,000 aggregate; and property damage in the minimum amount of \$100,000.00 per occurrence.-Failure to provide said certificate and the failure to maintain the required coverage and valid certificate while the agreement is in place shall be cause for immediate termination of this agreement by the City. Written notice shall be given to the City thirty (30) days prior to the cancellation or immediately upon any material change in coverage.

The City requires payment of a security deposit in the amount of two thousand dollars and zero cents (\$2,000.00), and the City shall deduct any charges for damages or fees for cleaning and field and facility maintenance, without notice and as set forth in this contract. The remaining funds will roll over to the following year’s security deposit, and another deposit amount will be due upon annual agreement renewal.

The ASA has no authority to assign or sub-lease the use of Fields/Facility. Non-ASA groups, teams or individuals seeking reserved use of city athletic facilities for tournament play may do so by obtaining a permit from the City at least fourteen (14) days prior to the tournament date.

The ASA shall comply with fees as set out in the Fee Schedule Sec. 2-266 of the Angleton Code of Ordinances and agree to comply with fees set out in Appendix A of this agreement.

The City of Angleton and ASAs are subject to temporary closures of the fields/facility due to maintenance or inclement weather. The fields/facilities shall be available for public use when such use does not interfere with the League’s scheduled activities and when use is reserved at the Angleton Recreation Center.

The City will authorize only one co-sponsorship agreement per site location, however, if the circumstances change the City shall notify the ASA’s to assure all entities are aware of City agreements.

(a.) Conditions for Non-ASA Usage

Non-ASA groups, teams or individuals seeking use of city athletic facilities hourly or for day use may do so by completing a Pavilion and Athletic Rental application and delivering it to

the Angleton Recreation Center at least seven (7) days prior to such rental.

(b) Public Rentals

A schedule of reserved use must be provided to the ASA. ASA organizations shall designate, at least, one day a week for public rentals. Makeup games may be scheduled on the designated public use day if needed and upon City approval.

(c) Background Checks

All Organizations shall conduct criminal background checks on all volunteers and paid employees who will interact with youth, and shall maintain documentation of completed background checks for review upon request by the City. The ASA shall not allow any volunteer or employee to interact with youth if a background check reveals an employee or volunteer is unsuitable for working with youth due to any crimes. Permanent disqualification from volunteer service shall result for any crime including any felony, any crime regarding a sexual offense, any misdemeanor involving violence and two (2) or more misdemeanor offenses involving drugs or alcohol. Permanent disqualification shall occur if a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs or deferred adjudication in lieu of a conviction or for a pending case.

It is mandatory that all organizations comply with this requirement and provide documentation of confirmation of compliance with this requirement promptly and immediately upon request by the City. If any provision of this obligation is not met or background checks are not performed, or confirmation of checks are not provided to the City this Agreement shall automatically terminate.

4. SPECIAL USE OF FACILITIES:

At any time, the City reserves and retains the right to use the fields/facility and all public park facilities for City-approved events including, but not limited to, hosting athletic leagues, tournaments, special events, programs that enhance economic development for the City as well as emergency usage. The City will make every effort to schedule City-approved events during dates and times that do not conflict with the ASA's previously submitted calendar, and scheduled activities. If the City's use conflicts with the calendar for ASA events or scheduled activities, the City will notify the ASA as soon as the City is aware of the conflict.

5. FACILITY KEY CODE:

Prior to the execution of this Agreement, the City of Angleton Parks & Recreation Department shall provide the ASA with a key code to all locks at the beginning of the season(s). Request for a new key code shall be made in writing to the Angleton Parks and Recreation Department. If the City determines it is necessary to change the key code, ASA will be notified, and a new key code will be distributed.

6. PARKING:

Unless specifically marked, parking spaces at sports complexes are not reserved and are available on a first-come, first-served basis.

7. SIGNAGE:

The ASA is granted the right to solicit advertising boards at each complex. Signs placed on fencing are limited to no larger than one fence panel in length (10 feet). Signs will be limited on outfield fencing to the area between the foul poles. Two (2) sponsorship signs are allotted backstops above the top cross bar, facing viewers. The signs shall not be longer than 4 x 6 feet and they shall not obstruct the view. Signs along the interior gates along walkways shall not be longer than 4 x 6 feet. The City reserves the right to review and approve potential advertisers and sign content prior to installation and can mandate sign removal if, under the City's sole discretion, the sign is not in compliance with this agreement, city ordinance, state law, or for any other reason the city determines.

8. CONCESSION AND STORAGE BUILDINGS:

The City provides a structure containing storage and concession facilities. The City agrees to maintain utility service to the concession and storage structure. Maintenance includes the following systems: electrical, plumbing, roofing and any other item contributing to the safe and efficient operation. The City shall inspect the concession stand two (2) weeks prior to the first game of the season and no later than two (2) weeks after the last game of the season. The ASA agrees it will solely operate appliances in the concession stand or storage rooms during league games, tournaments, and outside tournaments. All revenues produced by concession operations shall belong to the ASA. The ASA is responsible for meeting all applicable federal, and state laws, and city ordinances pertaining to the concession facility.

9. RESTROOM FACILITIES:

The City has provided restroom facilities. The City agrees to maintain utility service to the restroom facilities. Maintenance includes the following systems: electrical, plumbing, roofing and any other item contributing to safe and efficient operation. The restroom facility will remain open to the public for use. The City will provide custodial services for the restroom facility on Monday, Wednesday, and Friday. The ASA is responsible for ensuring that restrooms are stocked with hand soap, toilet paper and paper towels, at the ASA's expense during the ASA's use of the facilities, and this use includes tournaments. The ASA shall ensure restrooms are clean, free of litter, vacant, water is turned off, and lights are turned off before leaving fields. Any required cleaning by City employees outside of Monday/Wednesday/Friday custodial services, or as a result of the ASA failing to properly clean restrooms shall result in a fee consisting of twenty dollars and zero cents (\$20.00) per man-hour as invoiced by the City. The cleaning expense shall be deducted from the ASA security deposit.

10. DAMAGES AND VANDALISM:

The ASA assumes responsibility and will bear the cost for repairs to the fields/facilities due to any damage caused by or during the ASA's activities. If the ASA does not pay for the

repairs, the City shall pay for the repairs. The repair expense will be deducted from the ASA deposit, and the ASA forfeits the right to any additional use of the fields/facilities until the deposit is replenished to the required deposit amount set out in Section 3 of this Agreement. The City will bill the ASA for any expense which exceeds the current balance of the security deposit. The ASA is responsible for immediately notifying the City in the event of any malfunction or damage to City infrastructure or City property.

ASAs with access to facilities shall mitigate vandalism by securing all doors, windows, or any other possible entry point. The City shall assist by providing sufficient lighting, frequent security patrols, overall security assessment, and other measures upon approval by the Parks and Recreation Director.

Repairs to City facilities caused by vandalism will be the responsibility of the City, unless the vandalized facility was not properly secured by the ASA, in which case, the ASA shall be solely responsible for all costs and repairs. The City will repair or replace as necessary, the following equipment: air conditioners or heaters, electrical and lighting systems, plumbing systems, or others upon approval of the Parks and Recreation Director. The ASA shall be responsible for replacing or repairing vandalized items which are built by the ASA. The City shall not be responsible for loss or damages to any property, equipment, supplies not owned by the City.

11. PARK AND ATHLETIC FACILITY ORDINANCES:

ASA agrees to comply with all city ordinances, and all state laws, as amended. ASA agrees to promptly notify the Angleton Police Department of any violations of federal laws, state laws or city ordinances on the fields/facilities.

12. FIREARMS:

It is unlawful for any person to carry a trapping device or carry or discharge any firearm, pneumatic weapon, including but not limited to, a BB gun or pellet gun, spring-gun, cross-bow, bow and arrow or slingshot on or over any park; except as otherwise provided by law. It is an exception to this section if a person: carries in a park a concealed handgun, or a handgun in a shoulder or belt holster, or any other firearm, and is not prohibited from doing so under applicable Federal and State law, including Texas Penal Code Chapter 46 and Texas Government Code Ch. 411 Sub Chapter H (Handgun Licensing Law).

C. MAINTENANCE OF PARK AND RECREATIONAL FACILITIES:

1. The ASA will provide general maintenance of fields/facilities to ensure safety. General maintenance includes mowing, watering, and trimming along fence lines, light poles, sidewalks, bleachers, buildings, restrooms, concessions areas and surrounds. The City of Angleton shall cancel or postpone any activity on any sports field, which is not maintained properly by ASA or is unsafe due to vandalism, overuse, or weather.
2. The ASA shall comply with City of Angleton Parks & Recreation Athletic Complex

Maintenance Standards enclosed as Appendix B and shall be responsible for general maintenance, weekly mowing, trimming, and edging of the complex and fields. Proper maintenance shall include but is not limited to the necessary expertise, labor, and equipment to provide sport specific, industry accepted, turf maintenance practices and techniques to keep the turf in playable and safe condition. ASA shall mow the turf at their respective complexes throughout their playing seasons. ASA may be required at the request of the Parks and Recreation Director or designee to mow playing turf during scheduled seasonal play. This does not preclude the use of turf areas by other organizations if approved by the Parks and Recreation Director or designee. Any necessary maintenance performed by city employees shall result in fees paid by ASA based on Twenty Dollars and Zero Cents (\$20.00) per man hour, and the cost of supplies. ASA is responsible for any such city expense and the total amount shall be deducted from the ASA security deposit, and any outstanding amount shall be billed.

The ASA is responsible for the following:

- correcting hazardous conditions related to the ASA's activities.
- expense and labor required on fields, watering, placement of bases, chalking foul/boundary lines, dragging infields, and screening.
- furnish and maintain their own equipment, materials, and supplies for operating their games and events (i.e., starting blocks, bases, soccer goals, public address systems, nets)
- proper maintenance of the dirt infield areas year-round at their respective athletic complexes.
- remove trash debris and litter from dugouts, around concession stands, playing fields, facilities/buildings, parking areas, and common areas and deposit same in dumpsters on park grounds
- Store all equipment or materials needed to operate in locked storage room(s) or receptacle(s) placed in a City-approved location.

The ASA is also responsible for, and shall pay for specific sports requirements including, but not limited to, watering, placement of bases, chalking foul/boundary lines, dragging infields, and screening.

Any other item requiring maintenance must be communicated to park maintenance personnel and the work will be entered into the City work order system.

3. The City shall provide field lights for ASA's scheduled activities. If ASA activities end early and prior to the scheduled time, ASA shall contact the Parks and Recreation Director, or designee, to advise that the lights may be turned off.

The City shall be responsible for any chemical applications, including insecticide and herbicide applications. Regulated chemicals must be applied by a licensed applicator and the City will provide notice to the ASA one week prior to chemical application.

4. **MONITORING REQUIREMENTS:**

ASA shall not leave trash/recycling containers full or overflowing during and after their activities. All ASAs, organizations and individuals shall make every effort to monitor and clean the facilities, buildings, parking areas and common areas for trash, debris and litter associated with their activities. All trash, debris and litter shall be deposited in the trash receptacles or dumpsters on the park grounds. Please see Section C regarding Maintenance obligations.

5. ENHANCEMENTS:

Requests for improvements and enhancements (funded by ASA) to fields or facilities must be submitted in writing to the Parks and Recreation Director or designee at least thirty (30) days prior to the desired date of installation or improvement. No facility or property modifications or improvements may occur without written authorization from the City. Improvements may require Council action and must meet the City's inspection codes and ordinance requirements. Improvements and enhancements may include, but are not limited to, enlarging ball fields, establishing new fields, cutting trees, extra landscaping, modifying irrigation systems, constructing buildings, and installing scoreboards, bleachers, netting and batting cages.

The ASA shall be responsible for the maintenance and upkeep of any approved improvements and enhancements to property or facilities. All improvements to fields and facilities shall become the property of the City. Nothing in this Agreement shall be construed as a grant of ownership rights to the ASA. All ownership and property rights remain with the City, and City retains the right to remove such property improvements or enhancements.

D. EMERGENCIES AND ACCIDENTS:

ASA, organizations, and individuals shall report all accidents that require medical attention by health care professionals. Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office at the beginning of the first business day following the accident. After hour emergencies involving immediate maintenance of the facility shall be reported immediately by contacting the Angleton Police Department at (979) 849-2383.

E. CAPITAL IMPROVEMENT PROJECTS:

If ASA desires the City to consider funding specific capital improvement projects, ASA shall submit in writing a detailed description of the type of project for consideration (i.e., scoreboards, bleachers, or similar improvements). Written requests shall be submitted to the Parks and Recreation Director by February 1 of each year to be reviewed and approved by the Parks Board for consideration in the budget. The City's fiscal year runs from October 1 to September 30. Approval of projects is based on priority, need, and available funding.

F. TERMINATION CLAUSE:

ASA may terminate their relationship with the City of Angleton and terminate this agreement with at least ten (10) days written notice sent to the Parks and Recreation Director. Voluntary termination shall constitute a written letter of intent sent to the Parks and Recreation

Director from the ASA. Upon such notification, the Parks and Recreation Director or designee shall conduct a walk-through inspection of the park premises and structures for damage prior to issuing any refund of deposited funds. If the City terminates the agreement for the breach of the terms of this agreement the ASA shall be subject to loss of park use privileges, including possible total termination as a recognized ASA and forfeiture of any refundable deposit paid by the ASA. In the event of such an involuntary termination, the Parks and Recreation Director shall provide written notice to the ASA listing all violations and allow the ASA to achieve compliance. City will provide five (5) business days to correct any violations.

G. INDEMNIFICATION:

THE ASA SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES, DIRECTORS, REPRESENTATIVES, AND AGENTS FROM LIABILITY FOR ANY AND ALL CLAIMS, LOSS, DAMAGES, DEMANDS, INJURY, COST, EXPENSE, CLAIM, OR JUDGEMENT, FOR CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING BUT NOT LIMITED TO WRONGFUL DEATH, BODILY INJURY, AND PROPERTY DAMAGE ARISING FROM THE WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS OF THE ASA, ITS AGENTS OR EMPLOYEES OR CAUSED BY OR ALLEGED TO BE CAUSED BY OR ARISING OUT OF OR ALLEGED TO ARISE OUT OF THE WILLFUL, INTENTIONAL, RECKLESS OR NEGLIGENT (WHETHER ACTIVE, PASSIVE OR GROSS) ACTS OR OMISSIONS OF THE ASA IN CONNECTION WITH THIS AGREEMENT OR THE ACTIVITIES TO TAKE PLACE AT THE FIELDS/FACILITIES.

NOTICES:

All notices must be in writing.

CITY: City of Angleton
Director of Parks and Recreation
901 S Velasco
Angleton, Texas 77515
Telephone: (979) 849-4364 ext. 4101
Email: scrouch@angleton.tx.gov

Angleton Sports Association:

Telephone _____
Email _____

THE CITY OF ANGLETON WILL NOT BE HELD LIABLE AND WILL BE HELD HARMLESS FOR ANY CONTENTS OWNED AND STORED BY ANY ASA IN ANY BUILDING PERTAINING, BUT NOT LIMITED TO, THEFT, VANDALISM, STORM DAMAGE OR ANY ACT CAUSING DAMAGE OR DESTRUCTION OF ASA OWNED CONTENTS.

STORAGE OF CONTENTS BY ANY ASA IS AT THE RISK AND FINANCIAL OBLIGATION FOR REPAIR OR REPLACEMENT OF CONTENTS BY THE ASA.

IF THE CITY OF ANGLETON DETERMINES THE STORAGE BUILDING NEEDS TO BE REMOVED OR TORN DOWN FOR ANY REASON, THE CITY WILL GIVE ASA FORTY- FIVE (45) DAYS TO RELOCATE THEIR STORAGE CONTENTS SOLELY AT THE EXPENSE OF ASA.

Signature of Acknowledgement

ASA Organization

Fax _____

CITY OF ANGLETON, TEXAS

ANGLETON SPORTS ASSOCIATIONS:

Chris Whittaker, City Manager,
cwhittaker@angleton.tx.us

Print Name: _____

Print Title: _____

Date Signed: _____

Date Signed: _____

Attest:

Michelle Perez,
City Secretary

Appendix A

CITY OF ANGLETON PARKS & RECREATION Fee Schedule

HOURLY RENTALS

- Twenty dollars and zero cents (\$20.00) per hour per field with lights.
- Fifteen dollars and zero cents (\$15.00) per hour per field without lights.
- Twenty dollars and zero cents (\$20.00) per hour per field for renters who fail to clean space of litter to the satisfaction of the Parks and Recreation Department.

TOURNAMENTS

- Two hundred dollars and zero cents (\$200.00) per tournament per day without lights for organizations without a co-sponsorship agreement with the City of Angleton Parks and Recreation Department.
- Two hundred fifty dollars and zero cents (\$250.00) per tournament per day with lights for organizations without a co-sponsorship agreement with the City of Angleton Parks and Recreation Department.
- A non-refundable deposit of one hundred dollars and zero cents (\$100.00) is required and should the city incur additional costs the entity or individual that pays the deposit shall be responsible.

MAINTENANCE OF PARK AND RECREATION FACILITIES

- Twenty Dollars and Zero Cents (\$20.00) per man hour, and the cost of supplies for any necessary maintenance performed by city employees. ASA is responsible for any such city expense and the total amount shall be deducted from the ASA security deposit, and any outstanding amount shall be billed.

Appendix B

CITY OF ANGLETON PARKS & RECREATION

Athletic Complex Maintenance Standards

Angleton Athletic Complexes will be maintained to meet the safety and playability requirements required by field usage. The City reserves the right to cancel or postpone any activity on any sports field, which is not safe condition due to vandalism, over-use, or weather.

I. SPECIFICATIONS

Weekly maintenance visits will include but not be limited to mowing, trimming, weeding, and landscape maintenance listed in this packet. The following specifications describe all operations required for the proper maintenance of the site.

II. LOCATION OF SERVICES

The locations listed below will be maintained to a condition that is safe for the type of sport to be played on that field.

Freedom Park – 3105 N Downing St, Angleton, TX 77515

BG Peck Soccer Complex – 709 Kelly Blvd, Angleton, TX 77515

Bates Park – 700 Bates, Park Rd, Angleton, TX 77515

III. WEEKLY MAINTENANCE VISITS

CLEANUP PROCEDURES

The Athletic Sports Associations (ASA) under contract with the City of Angleton will be responsible for litter, trash and other debris when they have fields leased (including all their practices, games and tournaments).

- All locations shall be kept free of litter, trash, and other debris. Collected litter, trash, and debris shall be placed in trash receptacles located throughout the site and shall be placed in the dumpster onsite minimally once a week.
- No landscape waste nor hazardous materials shall be placed in the dumpster or trash receptacles. Trash too large to be moved safely prior to mowing should be reported to the City for a scheduled removal.
- Grass, dirt and debris should be blown or swept from sidewalks and cement parking areas.
- Maintenance staff shall notify the Park Superintendent of any debris or any other situation(s) that create a Hazardous Condition and any noticeable deficiencies or repairs that need to be made so repairs can be made immediately. (I.E. Vandalism to grounds; broken sidewalks, handrails, or benches; large holes or tripping hazards; fallen trees or broken limbs; etc.).

MOWING

- Mowing shall be done weekly (weather permitting) to correspond with weekly games and other activities.
- Baseball and Softball field turf will be maintained at 2 inches throughout the growing season.
- Soccer and Football field turf shall be maintained at 2 ½ inches throughout the growing period.
- No grass height should ever be allowed to get over 5 inches tall.
- All areas adjacent to turf (pavement, path, landscape bed, water, etc.) shall be free from clippings immediately following mowing. All clippings inadvertently deposited or blown onto or into adjacent areas shall be promptly removed.

- Any grass clippings or other plant debris remaining on the grass surface, adjacent walks, drives, gutters and curbs or other surfaces concrete/asphalt surfaces shall be removed the same day as the mowing service is performed.
- Mowing shall not take place under wet conditions.
- If for some reason such as excessive rain or some other unforeseen problem, accumulations of grass may occur. Piles of grass should be removed by maintenance staff as to not disrupt game play or practices.
- Mowing equipment shall be appropriately sized to maintain the turf efficiently and without injury to turf, trees, shrubs, groundcovers, structures, site fixtures, and parked vehicles.
- The ASA shall be responsible for damage caused by mowing activities and shall promptly repair or replace any damage to site features.
- Mowing equipment shall always be properly maintained and operated.
- Turf cutting is to be accomplished free of scalping, rutting, bruising, uneven and rough cutting.
- The ASA will move soccer goals as needed to mow areas without removing attachments. Once mowing is completed, the goals will be returned to their proper position and the attachments to secure the goals. Goals should be inspected for integrity after placement to ensure the goals don't move to tip over and injure players.

TRIMMING/EDGING

- Line trimming shall be used to maintain all turf areas inaccessible to mowing equipment, including but not limited to, areas along walks, curbs, bed edges, lights, bollards, fences (caution adjacent to vinyl chain link), etc. The ASA shall promptly repair or replace any damage to worksite features, including plants, caused by improper line trimming.
- All trimming and edging will be done concurrently (same day) with each mowing cycle and grass blades shall be neat and clean, providing a clear zone free of scalping, rutting, bruising, uneven or rough cutting.
- All vines growing along or on fences shall be removed unless specified by Parks Superintendent that they are to remain in a specific area.
- The ASA shall be responsible for the elimination of grass and weeds in cracks and joints inside the batting cage, warmup areas, and along the exterior. At no time shall there be any visible weeds left to die.
- The ASA shall notify the Parks Superintendent of any damage, repairs or any other situation(s) that creates a Hazardous Condition.

IV. SEASONAL MAINTENANCE

The City will provide all pesticides and selective herbicides.

AERATION AND TOPDRESSING ATHLETIC FIELDS

- Aeration and Topdressing should be done by ASA to provide proper air and water exchange for maximum growth potential and health of the grass and shall be performed as follows:
 - Aeration: Aerification will assist in relieving compaction caused by constant use of the fields and will allow for better sunlight penetration and air circulation throughout the soil and root zone. Aeration shall be done on all playing fields at least 2 times per year.
 - Topdressing: Soil used as topdressing material is to be consistent with existing soil texture where it is to be applied to fill noticeable depressions or holes and assist in leveling of the athletic fields as needed each year.

WEED & PEST CONTROL & HERBICIDE APPLICATIONS

- The City shall apply various herbicides and pesticides by means of spray type devices to aid in the control of unwanted weeds and vegetation. All City staff will be properly trained by a person with a valid herbicide application license as issued by the State of Texas to ensure it is done in accordance with the herbicide manufacturer's recommended rates and all applicable Federal, State, County and Municipal regulations.
- Weed control shall be performed to eliminate grass and weeds in cracks and joints within or along sidewalks, curbs, parking lots, around trees, fences, in expansion joints, goals, etc. At no time shall there be any visible weeds left to die in sidewalk cracks, curbs, flower beds, mulched areas, parking blocks and parking lots/areas, or fences. If herbicides are used, weeds are not to be left, to-die or dead, in mulched areas or flower beds, creating an unsightly appearance.
- Full weed control application required to eliminate weeds – the City shall apply 1-3 pre-emergent applications and a post emergent application as needed per calendar year on athletic fields.
- The City shall exercise extreme care so as not to overspray and affect areas not intended for treatment. Areas adversely affected by such overspray shall be restored as soon as possible so not to disrupt play.
- After each chemical application, if applicable, the City must place the appropriate signs on the fields and shall be removed in accordance with the chemical products' recommended standards.
- The City shall maintain records of all pesticide and herbicide usage on a "Herbicide/Pesticide" form. This form shall be filled out as fertilizing operations are performed stating dates, times, methods of applications, chemical formulations, applicators name and weather conditions.
- The City shall keep original forms on file.
- The City will provided MSDS (material safety data sheets) for all products used on the fields.
- Only those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Pesticide Control Act of 1996, 7 U.S.C. §136 et seq, and any regulations issued thereunder will be used. Any treatment that may damage any portion of grounds shall be performed in accordance with federal and state regulations.
- Insecticides will be applied as necessary to control turf damage insects and ants.
- The City staff shall perform at least 2 insecticide treatments to control turf damaging insects and fire ants per calendar year.

FERTILIZER

- The ASA shall apply fertilizer on playing fields two (2) times per year.
- The ASA shall schedule fertilization with the Parks Superintendent at least one (1) week in advance to ensure there are no activities scheduled on the fields.
- The ASA shall maintain records of fertilizer usage on a "Fertilizer Applicators Record" form. This form shall be filled out as fertilizing operations are performed stating dates, times, methods of applications, chemical formulations, applicators name and weather conditions.
- The ASA shall give original forms to Parks Superintendent to keep on file.
- The ASA may need to apply additional fertilization in some areas during the year to control weed growth and/or promote the health of the Turf.

V. EQUIPMENT MAINTENANCE

IRRIGATION SYSTEM

- All improved and existing areas shall receive sufficient amounts of water, as necessary to present a uniform green color without browning or barren areas resulting from lack of water.
- The ASA shall be responsible for the management and operation of all systems at each Park throughout the year in accordance with league or rental schedules.

- Quarterly inspections shall be completed to determine what repairs are required at each site to bring each Irrigation System to full operation. This assessment will provide a detailed breakdown by site of the repair work required.
- The ASA shall ensure that the Irrigation Systems are always maintained in good working order and operating condition and notify the Parks Superintendent if a contractor should be called for any repairs needed, they are not able to perform.
- The ASA will maintain the rain delay system in working so that sprinklers do not continue to operate during periods of heavy rain and delay the ability of players to resume normal play.

VI. INCLUSIONS

REPAIR OF DAMAGED AREAS - Areas damaged by ASA vehicles, erosion, drought or pest(s)/disease(s) shall be seeded, sprigged, or sodded to meet the standards of surrounding areas. Other vegetation areas shall be repaired to match the surrounding area, if damaged.

EMERGENCY AND SPECIAL SERVICES - Upon notification by the Parks Superintendent the City shall perform emergency or special grounds maintenance required.

VII. ADDITIONAL SERVICES UPON REQUEST

To ensure the athletic fields remain safe and playable additional services may be added to the maintenance schedule or contracted out. These services can include but are not limited:

- Tree Pruning
- Replace: bases, home plates, pitcher's rubbers, anchors, foul ball nets, etc.
- Fence repair
- Repairing or repacking pitching mounds
- Repair skinned areas of ruts, holes, bowled out areas
- Replace damaged turf areas as necessary
- Application of infield mix to baseball, softball skinned areas
- Overseeding fields when less than 10% or more of field is without turf cover
- In-field Lip Reduction
- Repair of all skinned areas including home plate/batter's box, pitcher's mounds, base paths and warning tracks

FERTILIZER PROGRAM FOR FREEDOM PARK FIELDS

Weed & Broadleaf Control	TRIMEC SOUTHERN @ 1 qt/per acre
Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
Insecticide	BIFEN I/T AT FULL RATE
Fertilizer	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
2 nd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
2 nd Fertilization	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
3 rd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)

ATHLETIC COMPLEX MAINTENANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	DAILY	WEEKLY	MONTHLY	QUARTERLY	BI-ANNUAL	ANNUALLY	AS NEEDED
Mowing	x	x	x	x	x	x	x	x	x	x	x	x		x					
Edging/Trimming	x	x	x	x	x	x	x	x	x	x	x	x		x					
Weed & Broadleaf Control		x																x	
Pre-Emergent		x																x	
Insecticide			x						x								x		
Fertilizer				x														x	
2 nd Pre-Emergent						x												x	
2 nd Fertilization								x										x	
3 rd Pre-Emergent										x									x
Top dressing																			x
Aerate Infields																	x		
Aerate Outfields																	x		

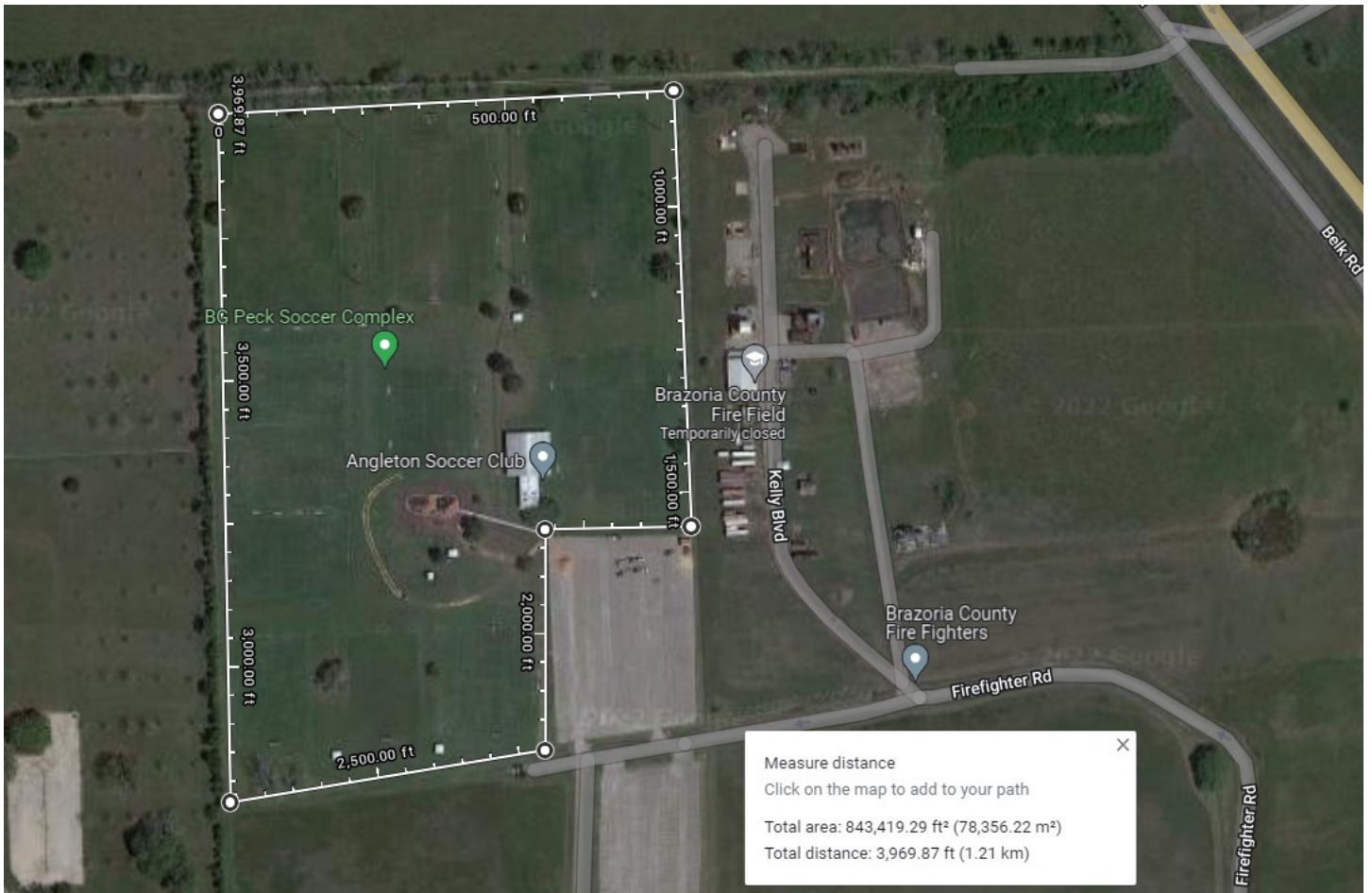
FREEDOM PARK | 3105 N Downing St, Angleton, TX 77515



FERTILIZER PROGRAM FOR BG PECK SOCCER COMPLEX

Weed & Broadleaf Control	TRIMEC SOUTHERN @ 1 qt/per acre
Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
Insecticide	BIFEN I/T AT FULL RATE
Fertilizer	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
2 nd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
2 nd Fertilization	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
3 rd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)

ATHLETIC COMPLEX MAINTENANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	DAILY	WEEKLY	MONTHLY	QUARTERLY	BI-ANNUAL	ANNUALLY	AS NEEDED
Mowing	x	x	x	x	x	x	x	x	x	x	x	x		x					
Edging/Trimming	x	x	x	x	x	x	x	x	x	x	x	x		x					
Weed & Broadleaf Control		x																	x
Pre-Emergent		x																	x
Insecticide			x						x								x		
Fertilizer				x															x
2 nd Pre-Emergent						x													x
2 nd Fertilization								x											x
3 rd Pre-Emergent										x									x
Top dressing																			x
Aerate Infields																	x		
Aerate Outfields																	x		



FERTILIZER PROGRAM FOR BATES PARK

Weed & Broadleaf Control	TRIMEC SOUTHERN @ 1 qt/per acre
Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
Insecticide	BIFEN I/T AT FULL RATE
Fertilizer	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
2 nd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)
2 nd Fertilization	16-2-3 45% UFLEXX 3%FE W/HOU-ACTINITE
3 rd Pre-Emergent	PRODIAMINE 65WDG 1 lb per acre (5 lbs jugs)

ATHLETIC COMPLEX MAINTENANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	DAILY	WEEKLY	MONTHLY	QUARTERLY	BI-ANNUAL	ANNUALLY	AS NEEDED
Mowing	x	x	x	x	x	x	x	x	x	x	x	x		x					
Edging/Trimming	x	x	x	x	x	x	x	x	x	x	x	x		x					
Weed & Broadleaf Control		x																x	
Pre-Emergent		x																x	
Insecticide			x						x								x		
Fertilizer				x														x	
2 nd Pre-Emergent						x												x	
2 nd Fertilization								x										x	
3 rd Pre-Emergent										x									x
Top dressing																			x
Aerate Infields																	x		
Aerate Outfields																	x		

