

ORDINANCE NO. 786

AN ORDINANCE OF THE CITY OF EVERMAN, TEXAS AMENDING CHAPTER 14, "PARKS AND RECREATION;" PROVIDING REGULATIONS RELATED TO SPORTS FIELDS OWNED BY THE CITY; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AS REQUIRED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Everman, Texas is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5, of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Council has previously adopted regulations related to City Parks; and

WHEREAS, the City Council deems it to be in the best interest of the health, safety, and general welfare of the citizens of Everman, Texas, and the general public to amend those regulations governing the use of City parks within the City of Everman.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EVERMAN:

SECTION 1. The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. The following sections of Chapter 14 "Parks and Recreation" of the Code of the City of Everman, Texas are hereby amended:

"Chapter 14. Parks and Recreation

Article III. Sports Field Recreational Areas

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Sec. 14-30. Everman youth association rental of City sports fields.

The City Sports Fields consist of Johnson Park Baseball field and Clyde Pittman Park Football field. Rental of these City Sports Fields and the execution of a rental contract will be allowed on the following basis:

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- (3) To be deemed complete an application must include all of the following:
 - a. Completed application form;

- b. Payment of applicable fees/deposits as set forth in the City's adopted Fee Schedule, as amended;
- c. Proof of state-approved nonprofit corporation or association status;
- d. Liability insurance in amounts set by the City manager;
- e. Play and practice schedule listing date and time of each practice session and each game for the season; and
- f. Roster indicating number of teams, number of players, and name and address of all players for the season.

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Sec. 14-31. Rental of sports fields by other youth associations or persons.

Other youth associations or other persons or entities may rent the City Sports Fields for such dates and times as approved by the City manager or his designee after submission of an application meeting the requirements set forth in section 14-30 above and payment of the applicable deposits and fees set forth in the City's adopted Fee Schedule, as amended. Scheduling preference shall be given to Everman youth associations.

Sec. 14-32. Concession areas.

This section applies to any Everman youth association. Outside entities are not permitted to rent the concession areas.

- (a) During such times that any renter is approved for rental of a particular City Sports Field and is operating under a valid rental contract, the renter shall have exclusive use of any concession area located at the applicable City Sports Field and may place a lock on the concession area (a key must be provided to the City manager's office). The renter shall not remove any existing property from the concession area without the written approval of the City. At the end of the rental period, the renter must remove all of its property from the concession area and will no longer have use of the area. Any property not removed by the renter within ten (10) days of the end of the rental period will be removed by the City and stored for up to thirty (30) days. The renter will be responsible for the City's costs incurred in removal and storage of property and must pay such costs before the property will be returned. In addition, the renter will not be allowed to rent any City Sports Field until such costs are paid in full. The City may use any and all recourse available to collect such costs from the renter. At the end of thirty (30) days, the City will treat any items that have not been returned as abandoned property and will dispose of such property as allowed by law.
- (b) Any renter of a City Sports Field must submit with the application the concession area use fee described below.
- (c) Concession sales shall only be allowed with the appropriate Tarrant County food handler's permit.

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Sec. 14-34. Fees/deposits required.

- (a) Everman youth associations.

- (1) Johnson Park Baseball Field.
 - a. Damage deposit. Any Everman youth association renting the four (4) fields at Johnson Park for baseball or softball shall pay a damage deposit in the amount set forth in the City's adopted Fee Schedule, as amended, which shall be applied to the cost of any damage occurring to the concession area and equipment, fields, stands, parking areas or any other property, structures or facilities during the rental period. Any deposit remaining after offset of such damages shall be refunded to the association within forty-five (45) days after the end of the rental period. If any damage exceeds the damage deposit, the association shall be responsible for payment of any additional costs within ten (10) days of receipt of written notice of such costs.
 - b. Electricity deposit/charges. Any Everman youth association renting the four (4) fields at Johnson Park for baseball or softball shall pay the costs of electricity incurred by the City at the Sports Field during the rental period. At the time of submission of the application, the association must pay a deposit in the amount of two hundred fifty dollars (\$250.00), which will be applied to the cost of electricity used during the rental period. Any deposit amount remaining after offset of the electricity charges shall be refunded to the association within forty-five (45) days after the end of the rental period.
 - c. Concession area fee. Any Everman youth association renting the four (4) fields at Johnson Park for baseball or softball shall pay a fee of fifty dollars (\$50.00) per season for use of the concession area.
 - d. Tournament fee. If any renter schedules a tournament in which participants from outside the renter's association will be playing, a fee of twenty dollars (\$20.00) per team outside of the renter's association will be charged. This fee must be paid prior to the tournament.
- (2) Clyde Pittman Park Football Field.
 - a. Damage deposit. Any Everman youth association renting the Clyde Pittman Park Football Field shall pay a damage deposit in the amount set forth in the City's adopted Fee Schedule, as amended, which shall be applied to the cost of any damage occurring to the concession area and equipment, fields, stands, parking areas or any other property, structures or facilities during the rental period. Any deposit remaining after offset of such damages shall be refunded to the association within forty-five (45) days after the end of the rental period. If any damage exceeds the damage deposit, the association shall be responsible for payment of any additional costs within ten (10) days of receipt of written notice of such costs.
 - b. Concession area fee. Any Everman youth association renting the Clyde Pittman Park Football Field shall pay a fee of fifty dollars (\$50.00) per season for use of the concession area.
- (b) Other youth associations, entities or persons.
 - (1) Rental fees. Fees for rental of the City Sports Fields for other youth associations, entities or individuals shall be in the amounts set forth in the City's adopted Fee Schedule, as amended.
 - (2) Deposits. In addition, such renters must submit the damage deposits referenced above at the time of application and shall be subject to the same terms as set forth above.

SECTION 3. That the City Manager or his designee is hereby authorized to execute on behalf of the City, rental agreements in compliance with this ordinance with persons or entities desiring to rent City Sports Fields.

SECTION 4. All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance, are hereby repealed, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

SECTION 5. That it is hereby declared to be the intention of the City Council of the City of Everman that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared invalid or unconstitutional be the valid judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such invalid or unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. All rights and remedies of the City of Everman, Texas are expressly saved as to any and all violations of the provisions of the ordinances of the City of Everman which have accrued at the time of the effective date of this Ordinance, and such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. This Ordinance shall take effect immediately after its passage and publication as required by law.

PASSED AND APPROVED by the City Council of the City of Everman, Texas, this the _____ day of _____, 2022, by vote of _____ (ayes) to _____ (nays) to _____ (abstentions).

CITY OF EVERMAN, TEXAS

Ray Richardson, Mayor

ATTEST:

Mindi Parks, City Secretary