



The City of Liberty
City Council
Special Called Meeting
~ Agenda ~

1829 Sam Houston
Liberty, TX 77575
www.cityofliberty.org

April Gilliland
City Secretary
936-336-3684

Tuesday, October 27, 2020

6:00 PM

City Council Chambers

The City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Mayor Carl Pickett	☐	☐	☐	
Mayor ProTem Diane Driggers	☐	☐	☐	
Council Member Dennis Beasley	☐	☐	☐	
Council Member Libby Simonson	☐	☐	☐	
Council Member David Arnold	☐	☐	☐	
Council Member Chipper Smith	☐	☐	☐	
Council Member Neal Thornton	☐	☐	☐	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

III. REGULAR AGENDA

A. Regular Session

1. Ordinance (ID # 4946)

Consider and take action on an Ordinance approving a budget amendment to the Liberty Community Development Corporation (LCDC) Fiscal Year Budget ending September 30, 2021, in the amount of \$204,500 for the Liberty Municipal Airport

- EXHIBIT A - Runway Costs (PDF)

2. Work Session (ID # 4948)

Work Session to discuss the baseball and softball fields at the Municipal Park and establishing rules and procedures for the use of the fields.

- Liberty Municipal Park (PDF)
- Athletic Fields Survey September 2020 (XLSX)
- Park Ball Fields Reservation Rules Procedures September 2020 (DOCX)

- Liberty Municipal Park Tournament and League Reservation Request September 29 2020 (DOCX)
- Liberty Municipal Park Field Reservation Rules September 2020 (DOCX)
- Liberty Municipal Park Facility Practice Reservation Form September 29 2020 (DOCX)
- Liberty Municipal Park Vendor Request September 29 2020 (DOCX)

3. Resolution (ID # 4949)

Consider a resolution establishing rules and procedures for the use of the fields at the Liberty Municipal Park.

IV. ADJOURNMENT

A. Motion To: Adjourn

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 23rd day of October, 2020 at 5:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

April Gilliland

April Gilliland, City Secretary

NOTICE

In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Council Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684 or by Fax at (936) 336-9846. The building is wheelchair accessible, with parking available, on the west side of the building.

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2020.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.A.1

Meeting: 10/27/20 06:00 PM

Department: Administration
Category: LCDC Budget Matters

ORDINANCE (ID # 4946)

DOC ID: 4946

Subject: Budget Amendment

Background: On July 21, 2020, the Board of Directors approved LCDC's FY21 budget, which was ratified by City Council on August 25, 2020. That budget included \$84,000 to be transferred to the Liberty Municipal Airport for the 10% local match for the runway and taxiway rehabilitation project. In late September, TxDOT Aviation informed the City that the rehabilitation of the runway and taxiway is more extensive than originally anticipated and that the deficiencies in the pavement will require a full reconstruction. Changing from a rehabilitation project to a reconstruction project increases the cost of the project from \$840,000 to \$2,885,000. TxDOT will still pay 90% of the total project cost. However, with the new project, the 10% local match increased from \$84,000 to \$288,500, a difference of \$204,500:

Original Estimate	\$ 840,000.00
Local Match (10%)	\$ 84,000.00
Revised Estimate	\$2,885,000.00
Local Match (10%)	\$ 288,500.00

The additional matching funds required for the reconstruction of the runway and taxiway is \$204,500.00. This additional funding would be transferred from LCDC's fund balance. This will leave an unaudited fund balance of \$ 2,126,567.06. Upon completion of the project, LCDC will be reimbursed \$30,000 from CARES Act funds that were previously dedicated to the airport.

Funding Source: LCDC Fund Balance

Staff Recommendation: Staff recommends approval of the budget amendment increasing the transfer to Liberty Municipal Airport in the amount of \$204,500.00

AN ORDINANCE APPROVING AN AMENDMENT TO THE LIBERTY COMMUNITY DEVELOPMENT CORPORATION'S FISCAL YEAR 2020-2021 BUDGET AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 21, 2020, the Liberty Community Development Corporation ("LCDC") Board of Directors approved its FY21 budget, which was ratified by City Council on August 25, 2020; and

WHEREAS, said budget included a budget transfer of EIGHTY-FOUR THOUSAND DOLLARS (\$84,000) to the Liberty Municipal Airport to serve as the ten percent (10%) local match for the runway and taxiway rehabilitation project; and

WHEREAS, TxDOT Aviation recently informed the City that the rehabilitation of the

runway and taxiway is more extensive than originally anticipated and that the deficiencies in the pavement will require a full reconstruction; and

WHEREAS, changing to a reconstruction project increases the cost of the project to \$2,885,000 with TxDOT paying 90% of the price; and

WHEREAS, the LCDC Board of Directors voted to amend their budget by transferring an additional \$204,500 to the Liberty Municipal Airport for the runway and taxiway reconstruction project; and

WHEREAS, upon completion of the project, LCDC will be reimbursed \$30,000 from CARES Act funds that were previously dedicated to the airport.

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

Section 1: The City Council approves an amendment to the LCDC's FY21 budget increasing the transfer from LCDC to the Liberty Municipal Airport by an additional \$204,500 for the runway and taxiway reconstruction project. The total local match for the runway and taxiway reconstruction project shall be \$288,500.

Section 2: That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two days is hereby dispensed with.

Section 3: This Ordinance shall be in full force and effect immediately after its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of

Liberty, this 27th day of October 2020.

Carl Pickett, Mayor

ATTEST:

April Gilliland, City Secretary

Original Estimate

3.A.1.a

TxDOT AVIATION PROJECT COST ESTIMATE

AIRPORT: Liberty Municipal

DATE: 1/24/2020

BY: HL

ITEM	ITEM DESCRIPTION	AREA	AMOUNT
1	Surface Treat & Mark Runway 16-34	3,801'x75'	\$350,000
2	Surface Treat & Mark Taxiway	18,250 SY	\$200,000
3	Surface Treat & Mark Apron	9,650 SY	\$100,000
4	Surface Treat & Mark HATs	5,500 SY	\$60,000

CONSTRUCTION TOTAL:	\$710,000
ENGINEERING TOTAL:	\$30,000
CADMIN, RPR, TESTING, CONTINGENCY:	\$100,000
TOTAL PROJECT COST:	\$840,000

Attachment: EXHIBIT A - Runway Costs (4946 : LCDC Budget Amendment-Airport Runway Project)

Revised Estimate

3.A.1.a

TxDOT AVIATION PROJECT COST ESTIMATE

AIRPORT: Liberty Municipal

DATE: 9/23/2020

BY: HL

ITEM	ITEM DESCRIPTION	AREA	AMOUNT
1	Rehabilitate & Mark Runway 16-34	3,801'x75'	\$1,300,000
2	Rehabilitate & Mark Taxiway	18,250 SY	\$750,000
3	Surface Treat & Mark Apron	9,650 SY	\$100,000
4	Surface Treat & Mark HATs	5,500 SY	\$60,000

CONSTRUCTION TOTAL:	\$2,210,000
ENGINEERING TOTAL:	\$175,000
CADMIN, RPR, TESTING, CONTINGENCY:	\$500,000
TOTAL PROJECT COST:	\$2,885,000

Attachment: EXHIBIT A - Runway Costs (4946 : LCDC Budget Amendment-Airport Runway Project)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.A.2

Meeting: 10/27/20 06:00 PM

Department: Administration
Category: City Parks

WORK SESSION (ID # 4948)

DOC ID: 4948

Department: Parks

Subject: City Park Ball Fields

Background: During the September 8, 2020, City Council Meeting, City Council was addressed by a citizen regarding conflicts with other organizations that also use the fields at the City Park. The following information is a brief synopsis of what has occurred at the fields over the last several years. Recommendations on how the City should operate the fields in the future is also provided in the sections titled as such.

The City Park has three T-ball fields, four baseball fields and four softball fields. Prior to 2010, the Liberty Youth Baseball Association (LYBA) and the Adult Softball League were the primary users of the fields. The LYBA includes both baseball and softball teams within the association. Other organizations used the fields but not on a regular basis. In December 2013, Staff recommended, and City Council approved, keeping the utility accounts in the City's name and leasing the fields for the cost of electricity and water. Before this time, as each entity reserved a field, utility accounts were established in the renter's name. At the end of the lease, the account was placed back into the City's name and deposits refunded. Some accounts had been changed over 30 times. Charging the rental fee helped eliminate a tremendous amount of time and paperwork. The costs to rent the fields are \$40 per four-hour period or \$140 per month. The T-ball fields fee is a flat \$25 per month. The concession stands fee is \$100 per month and are currently rented by LYBA on a yearly basis. These fees have not increased since 2013.

LYBA has exclusive use of the T-ball, baseball and two softball fields from February 1st to July 31st of each year. The remaining softball fields are available for use by others through a reservation system. All fields, except the T-ball and baseball fields are leased through reservations, typically on a monthly basis, from August 1st to January 31st.

Beginning in 2011, the City began seeing the first use of the fields for select teams/leagues. Since that time, there has been a steady increase in the number of select softball team organizations requesting the use of the fields. Some of the organizations have multiple teams based on various age brackets. The number of teams within each organization ranges from one to eleven. There were three select organizations leasing the fields on a regular basis before all reservations were cancelled or suspended due to COVID-19.

On numerous occasions throughout the years, City staff has had to meet individually or as a group with each of the organizations. The meetings involved LYBA, Dirt Divas, Outlaws and Allegiance organizations. Each of organizations, other than LYBA, consist of select softball teams. The topics of discussion in these meetings ranged from the maintenance of the fields, scheduling and unavailability of the fields for their specific group. The latest meeting with this group occurred in March of this year. At that time, it was staff's understanding that the organizations would work out among themselves any scheduling or field availability issues that may arise.

With the COVID-19 pandemic occurring later in March, LYBA decided to cancel their 2020 season. In addition to refunding LYBA's lease payment, the City ceased renting any fields and refunded the select organizations their lease payments. Although the fields are available for use, games and/or tournaments are not allowed at this time.

Over the years, various organizations have made improvements to the facilities. The use of several of the improvements has been limited to the organization that installed the improvements. The ability to make these improvements have led some to believe that the fields belong to them and not the City. As a result, some of the improvements have been made with the City's knowledge while others have not.

Recommendation:

In preparing a recommendation, City Staff contacted other cities and solicited their rules and procedures for operating ball fields at their respective parks. Of the eleven (11) cities contacted, four did not have city owned fields. The procedures in place for the remaining seven (7) cities ranged from first come first serve to exclusive use by youth baseball associations. Three (3) cities, Cleveland, Dayton and Navasota require lease agreement with any organization that leases their fields. In addition to requiring a lease agreement, Cleveland had the most comprehensive and strictest rules and procedures. All three cities made it abundantly clear that the City owned the fields

The components of the recommendation include the facilities, rules and regulations, field reservation application/agreements and fees. Each component of the recommendation is provided in the following sections:

Facilities

Currently, the LYBA leases all the concession stands for the entire year. Additionally, they have constructed two batting cages at their expense. The most recent cage was constructed approximately two years ago. LYBA also has a container located between the fields to store their equipment and supplies. Both LYBA and the select team organizations have been maintaining the fields to their playing requirements. The organization leasing the field(s) is given a key to the gate lock in order to turn on/off the field lights.

The following changes are recommended regarding the facilities:

- LYBA has expended approximately \$50,000 to construct the new batting cage by the softball fields. Rather than requesting reimbursement for the cost of the batting cage, LYBA has tentatively agreed to use those funds as match toward new restrooms and concession stand at the baseball fields. It should be noted that the baseball, T-ball fields and park offices are on a septic sewer system. The addition of a new restroom will require the installation of new sewer lines and a pump station.

- The City will maintain the fields during the year. During leased periods, the lessor may maintain the field(s) to their specifications, with prior City approval. However, fields will be maintained as either baseball or softball fields with no changes to the infields.
- In order to reduce access to the lighting system, the City will install a system that will allow the lights to be turned on and off, based on reservations, from a remote location. Lessors would not have the ability to turn the lights on or off.
- The City will only lease out the concession stands during league or tournament play. The concession stands will not be leased for practices.

The estimated cost of a new restrooms and concession stands, lighting system upgrades and sewer system is \$250,000. Due to the increase in maintenance responsibilities for the Park Department an additional light equipment operator will be required. The estimated for an additional employee, including benefits is \$46,000/year. This will increase the number of Park employees to four. By implementing the above changes, the City will assume full responsibility of the maintenance of the fields.

Rules and Regulations

The attached rules and regulations are attached.

Field Reservation Applications/Agreements

Field Reservation Applications/Agreements varied from City to City with varying degree of field maintenance responsibility and cost. The attached reservation applications/agreements have been prepared for tournament/league play, practice and vendors.

Fees

The Proposed Fee Schedule will not change the amount charged per field or concession stand. However, the time period in which a field may be leased will be based on the use of the field whether for league play, tournaments or practice. The proposed fee schedule is provided below:

LYBA - \$8,010 -	Three (3) T-Ball at \$25/mo., two (2) softball & four (4) baseball fields at \$140/mo. and three (3) concession stands for six months at \$140/mo.
Tournaments -	\$100 per field per day and \$50 per concession stand per day. City will retain 10% of concession proceeds except if sponsored by a 501c3 organization
Practices -	\$40 per field without lights, four (4) hour maximum. \$60 per field with lights, four (4) hour maximum

Funding Source: Funding for improvements and additional employee will be from various sources (General Fund, Cambridge Funds and Electrical Capital Improvement Program).

Staff Recommendation: Staff recommends implementation of the reservation procedures and policy, the practice rule and procedures and the vendor request application for league play or tournaments.

Liberty Municipal Park

3.A.2.a



Google Earth

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600 ft

Packet Pg. 11



Attachment: Liberty Municipal Park (4948 : Worksession - Liberty Municipal Park Fields)

ATHLETIC FIELDS SURVEY

September 2020

CITY	CITY OWNED	FIELDS LEASED	ORGANIZATION	Fee	COMMENTS
Liberty	Yes	Yes	Youth Organization & General Users	\$140/Field/month T-ball Fields \$40/month Concession \$100/month	Four baseball & four softball fields and three T-ball fields. Baseball, T-ball and two softball fields leased to LYBA February 1st to July 31st each year. Concession stands leased to LYBA all year.
Bridge City	No				
Cleveland	Yes	Yes		\$1,000 Deposit, Tournaments \$250/day or \$50/day (501c3). Practice \$25 per field 4 hr max. Lights \$10/hr 2 hr min.	Rental policies for league, tournaments and practice. Two weeks advance notice required and based on field availability.
Dayton	Yes	Yes (4 of 7)	Youth Organization	\$5.00/field daylight hrs. Lights \$40/hr 2 hr min.	Leased fields not for general public use. Fields use scheduled by DYSA.
Diboll	Yes	Not at this time	Youth Organization	\$10 for lights	Select league conflicts. Four baseball and one softball fieds
Grandbury	Yes	Yes	General Users	Reservation Fee \$10/field Coaches \$50/field/season Electric	Baseball/Softball Complex -Two baseball & three softball fields Baseball Complex - Three softball fields
Hudson	No				Fields through schools
Jasper	No				
Livingston	Yes	Yes	Youth Organization	Pay for Utilities	Eight fields.
Lumberton	No				
Mont Belvieu	Yes	Yes	Youth Organization	No charge, Baseball & softball associations must sign contract yearly	League use only. Six baseball and three softball fields. Other fields/parks avaiable for public and select teams. County leases these fields.
Navasota	Yes	Yes	Youth Organization	League pays \$6,000/yr	League schedules use including select teams. Softball fields are for local citizens. Two baseball & one softball fields.
Oak Ridge North	Yes	Yes	General Users	\$45/hr with 2 hour maximum	Back to back reservations prohibited. Reservations made ten days prior to activity. Users may only hand drag, rake & line fields.
Silsbee	Yes	Yes	General Users	\$100 no lights, \$150 for lights less than 5 hrs, \$250 for more than 5 hours	First come, first serve. First of each month sign up for fields. Four baseball, two softball and one T-ball fields.

CITY OF LIBERTY
MUNICIPAL PARK BALL FIELDS
RESERVATION PROCEDURES AND POLICY

The City of Liberty Municipal Park (Park) has four baseball, four softball and three T-ball fields available for use on a rental basis, pending availability, as scheduled by the City. The following policies are in place to ensure proper use and control of the facilities so all citizens may equally enjoy them. As a renter, you are responsible for reviewing all the information provided. Reservations are for only the time-period that have been paid. Users with a reservation will have use priority over users who do not have a reservation.

The baseball fields, softball fields C and D and the T-ball fields are reserved exclusively for the Liberty Youth Baseball Association from February 1st to July 31st each year. The softball fields A and B are available for rental on a first come first serve basis during this period. All fields are available for lease, on a first come first serve basis, at any other time.

Rules and Procedures

1. All requests must be received a minimum of two weeks in advance, unless authorized by the City. A completed Tournament/League Reservation form must be submitted along with the designated fee for usage.
2. A non-refundable deposit of \$150 per field is due upon reservation. If payment is not received within the allotted time period of 72 hours after booking the event, reservation will be canceled.
3. A designated Park employee shall be available, on a as needed basis, during the rental. The staff member will verify that policies and procedures are being adhered to, as well as monitoring field maintenance, litter barrels, restrooms, vendors, parking and weather. All issues will be relayed to the site supervisor shall be addressed immediately.
4. All applicable fees/deposits are due no later than 72 hours prior to the tournament/league start date. If the fees/deposits are not received by the required date, the reservation will be subject to appropriate late fees or cancellation fees. A field usage chart along with light schedule must be submitted one week in advance. To facilitate any/all light schedule changes, a request must be made 8 business hours prior to the original requested schedule.

5. Refunds, due to inclement weather, will be considered upon request.
6. A copy of the insurance certificate from the reserving party is required 24 hours prior to the event, using the following criteria:
 - Reserving party will procure and carry, at its sole cost and expense through the life of this event, insurance protection as hereinafter specified, in form and substance satisfactory to the City with an insurance company authorized to transact business in the State of Texas, covering all foreseeable aspects, operations in connection with this event.
 - Reserving party shall have comprehensive general liability insurance with limits of \$1,000,000.00 combined single limit in the aggregate and per occurrence. Said policy shall specifically include coverage for sporting and athletic events: provided, however, if the requesting party cannot comply with the provision, such applicant may have the option, at the discretion of the City, to execute a hold harmless and indemnification, in accordance with Section 19 of this Policy, on behalf of the participating team and/or individuals.
 - City of Liberty shall be named as an additional insured in such policy.
 - All insurance requirements shall be provided to and verified by the City.
7. The reserving party hosting tournaments/games will have access to scoreboards unless otherwise disapproved by the City. Practices will not have access to the scoreboards.
8. It is the reserving party's responsibility to inspect the facility prior to the tournament and report any issues to the Park operations staff.
9. The City of Liberty concession stands are available for use. The reserving party may offer mobile or outside concessions upon approval by the City. Any proposed concessions must be submitted on the Vendor Request form and returned with the tournament/league Reservation Request Form. The City will retain 10% of all concession sales during tournaments, except if sponsored by a 501c3 organizations.

Concession and non-food sales are subject to the appropriate per day fee. These fees are due no later than 24 hours prior to the tournament/event start date. A receipt showing proof of a County health permit for prepared foods

- must be submitted to the City 24 hours prior to the event. All concession facilities and their operations must meet applicable federal, state and local laws, ordinances, statutes and rules. Failure to comply with applicable federal, state and local laws, ordinances, statutes and rules may result in sanctions to be determined by the City of Liberty up to and including the termination of the event.
10. Possession or consumption of alcoholic beverages on Park property is prohibited.
 11. Smoking is prohibited inside any City facility and within twenty (20) feet of an entrance into a facility.
 12. The reserving party must be at least 21 years of age.
 13. The City reserves the right to terminate the event at any time.
 14. Driving on park property is prohibited, except in designated areas.
 15. Youth leagues must submit a copy of the league schedule to the City 5 days prior to the league start date. Requests will be based on field availability and City approval.
 16. A City representative will inspect the fields, common areas, bleachers, restrooms, parking lot and surrounding area upon completion of the tournament to verify trash has been picked up and placed in proper receptacles, and that there is no property damage. The facilities must be left in the same condition as when the tournament began. Reserving party shall reimburse the City of Liberty for all expenses incurred due to misuse of city facilities. Failure to abide by the above will result in forfeiture of applicable deposits or future use. Nominal wear and tear on the fields is expected. Any property damage may result in criminal charges against the reserving party.
 17. The relationship between the City of Liberty and reserving party is at all times solely that of a licensor and a licensee, and may not be deemed, in any event, a partnership or a joint venture.
 18. The City of Liberty disclaims any responsibility for the operations of the activities of the reserving party. The City's involvement is limited solely to those specific tasks identified in this agreement. Any internal complaint between participants, spectators or officials, or between teams of the event, shall be resolved internally without recourse to the City of Liberty Municipal Park.
 19. The reserving party shall hold harmless, defend, release and indemnify the City of Liberty against any suits, liabilities, claims, demands or damages including but not limited to, personal injuries and attorney fees, arising from the party's

use of the Property and exercise of the license under this agreement. The indemnity and release provided herein shall survive the termination or avoidance of this agreement.

20. Reserving party's responsibilities:

- Pick up litter on and around the premises;
- Empty litter barrels and replace trash bags; and
- Drag and mark fields.

21. Installation of additional base anchors and pitching rubbers is at the discretion of the City. Park Employees will provide a set of bases, per field for tournaments. In the event a different type of base is required, it will be the responsibility of the renting party to provide. Bases must be compatible with the existing base anchors.

22. The reserving party may not add any infield material without approval from the City.



City of Liberty
Liberty Municipal Park
Tournament/League Reservation Request

Requested Tournament/League/Dates: Beginning Date _____ Ending Date _____

Requested Location(s) _____

Reserving Party/Organization _____

Contact Person _____ Event Name _____

Daytime Phone _____ Cell Phone _____ Email _____

Address _____ City _____ State _____ Zip _____

Will this event be sanctioned? Yes No If yes, please indicate which organization _____

Will concessions be sold? Yes No (vendor request form must be attached)

Will a gate fee be charged? Yes No If yes, list fees (attach additional sheet if necessary) _____

Will souvenirs or other items be sold? Yes No If yes, please specify _____

Temporary fences requested? Yes No Distance? _____

Please specify what distances you need for pitching rubbers and base anchors, indicate what distances you need be each field

Indemnity: Lessee, to the fullest extent permitted by law, shall indemnify, defend and hold City, its officers, agents, employees, and elected officials free and harmless from and against any and all claims, losses, and/or liabilities which arise directly, or are related to, in any way, manner or form, the activities contemplated by this Lease and/or the Lessee, Lessee's agents, employees, invites, patrons, licensees, guests and/or independent contractors use and possession of the Premises, including, but not limited to, claims, losses, and/or liabilities relating to the injury to or death of any person, including, but not limited to, Lessee, damage to the Premises, or from the act or omission of any person or persons, including Lessee, in or about the Premises. Such indemnifications includes but is not limited to liability resulting from unintentional interruptions of utility service.

As tournament/league organizer, I have read, understand and will adhere to all rules set forth in the Tournament/League Field Rental Policy.

Signature _____ Date _____

For Office Use Only

Person taking reservation request _____ Date _____

Rental Amount _____ Date Paid _____ Cash/Check/Credit Card

Deposit Amount _____ Date Paid _____ Cash/Check/Credit Card

Vendor Request Attached Yes No Field Usage Chart Submitted? Yes No Date _____

Completed Bracket Submitted? Yes No Deposits returned? Yes No Date _____

September 2020



LIBERTY MUNICIPAL PARK PRACTICE RESERVATIONS, RULES and PROCEDURES

Regulations and Requirements

- Fields are available for rental pending availability
- The City of Liberty Municipal Park Manager or its designated user shall have priority over the fields.
- Contracts must be secured, and fees paid prior to taking possession of any fields.
- Reservations not secured will be canceled with no notice given to the reserving party.
- All payments must be made at the Liberty City Hall. No contracts are to be delivered to the field site and no money is to be paid at the field site under any circumstances.
- To facilitate any/all light schedule changes, changes must be made 8 business hours prior to the original requested schedule.
- Lights must be scheduled with the Liberty City Hall Administration during business hours. Office hours are Monday-Friday 8:00am-5:00pm.
- Rental fees are not waived under any circumstances.
- Back to Back reservations are prohibited, unless prior approval has been received by the City.



City of Liberty
Liberty Municipal Park
Facility Practice Reservation Form

The City of Liberty Municipal Park Coordinator has issued this reservation to

The renting party is entitled to the exclusive use of the athletic practice facility on the date and time listed below

Field

Authorized By

Reservation Date

Date Approved

Time

Receipt Number

Regulations

1. The above athletic field will be surrendered on the date and time listed by any and all persons upon the request of the holder of this reservation.
2. The renting party is allowed another available date at no additional charge, if inclement weather prevents the scheduled reservation. High winds, blowing dust or low temperatures are not considered inclement weather. There are no refunds due to high winds, blowing dust, or low temperatures.
3. Reservations are for the field only. Bases, press box, playing equipment, and scoreboards are not provided. Lights will be provided with an additional charge.
4. The Liberty Municipal Park Coordinator reserves the right to refuse reservations to a person, team or organization due to previous misconduct or misuse of a City facility.
5. Such misconduct during the term of this reservation may affect eligibility in City League and Tournament Competition.
6. The City of Liberty reserves the right to discontinue field reservations at our sole discretion. If such rights are exercised, all reservations will be void and refunds will be issued to the renting party.
7. Use of alcoholic beverages and illegal substances are prohibited on City of Liberty property.
8. The holder of this reservation cannot charge admission to the field.
9. This reservation is nontransferable.
10. Indemnity: Lessee, to the fullest extent permitted by law, shall indemnify, defend and hold City, its officers, agents, employees and elected officials free and harmless from and against any and all claims, losses, and/or liabilities which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated by this Lease and/or the Lessee's agents, employees, invitees, patrons, licensees, guests and/or independent contractors use and possession of the Premises, including, but not limited to Lessee, damage to the Premises, or from the act or omission of any person or persons, including Lessee, in or about the Premises. Such indemnification includes but is not limited to liability resulting from the unintentional interruption of utility service.

Reserving Party signature: _____

Date: _____

September 2020



City of Liberty
Liberty Municipal Park
Vendor Request

Requested Tournament/League Dates: Beginning Date _____ Ending Date _____

Requested Location(s) _____

Reserving Party/Organization _____

Contact Person _____ Daytime Phone _____ Cell Phone _____

Event name _____ Benefitting Organization _____

Please describe all proposed vendor items that will be sold _____

Please read and sign the following:

1. I understand that I must meet and comply with applicable federal, state and local laws, ordinances, statues and rules. Failure to comply may result in sanctions to be determined by the City of Liberty including termination of this agreement.
2. I understand that the City of Liberty retains 10% of all concession sales, except for 501c3 organizations.
3. I understand that the concessions and non-food sales fees are due no later than 24 hours prior to the tournament/event. A late fee of \$30 will be assessed if fee is not received by the due date. If payment is not received within ten business days the service provider will no longer be permitted to operate on City property until all fees are paid in full.
4. I understand that proof of proper health permit(s) is due to the Municipal Park Coordinator before the agreement is considered effective. Proof of all required permits is due no later than 24 hours prior to the tournament/event start date.
5. I understand that failure to comply with stated regulations will result in disqualification of consideration for future requests.
6. Indemnify: Lessee, to the fullest extent permitted by law, shall indemnify, defend and hold City, its officers, agents, employees and elected officials free and harmless from and against any and all claims, losses, and/or liabilities which arise directly or indirectly, or are related to, in any way, manner or form, the activities contemplated by this Lese and/or the Lessee's agents, employees, invitees, patrons, licensees, guests and/or independent contractors use and possession of the Premises, including, but not limited to Lessee, damage to the Premises, or from the act or omission of any person or persons, including Lessee, in or about the Premises. Such indemnification includes but is not limited to liability resulting from the unintentional interruption of utility services.

Vendor Signature _____ Date _____

For Office Use Only

Date Received _____

Person Taking Vendor Request: _____

Approved Yes No

Proof of Health Permit Yes No

Fees Paid Yes No

Date _____

Amount _____

Receipt # _____

September 2020

Attachment: Liberty Municipal Park Vendor Request September 29 2020 (4948 : Worksession - Liberty Municipal Park Fields)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

3.A.3

Meeting: 10/27/20 06:00 PM

Department: Administration
Category: City Policies

RESOLUTION (ID # 4949)

DOC ID: 4949

Staff recommends approving a resolution for the implementation of the reservation procedures and policy, the practice rule and procedures and the vendor request application for league play or tournaments as discussed in the work session.