



1111 Bayou
La Marque, Texas 77568
409.938.9202

OFFICIALLY POSTED ON THE
WEB:
DATE: **2.14.14** TIME: **9:30 a.m.**

AGENDA

Notice is hereby given that the **La Marque Parks Board** of the City of La Marque, Texas will conduct a Regular Meeting on **Thursday, February 20, 2014 at 6:30 p.m.** at 1109-B Bayou Road for purpose of considering the following agenda:

(1) CALL MEETING TO ORDER

(2) ROLL CALL

(3) MINUTES

- a. Regular Meeting, January 16, 2014

(4) CITIZEN'S PARTICIPATION

Comments from the Public (At this time, any person with city-related business who has signed up may speak to the Parks Board (limited to three (3) minutes). In compliance with Texas Open Meeting Act the Parks Board may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours.

(5) OLD BUSINESS

- a. Discussion/possible action – Approve Parks Board Monthly Financial Report
- b. Discussion/possible action – Repairs to equipment in all parks

(6) NEW BUSINESS

- a. Discussion/possible action – Designating soccer fields at Highland Bayou Park for youth, teen and adult use.
- b. Discussion/possible action – An Agreement with LaLiga soccer for the use of a soccer field at Highland Bayou Park.
- c. Discussion/possible action – An Agreement for adult soccer and for the use of the soccer field at Highland Bayou Park.
- d. Discussion/possible action – An Agreement with Alejandro Medellin - Hustle Baseball for use of the baseball fields at Mahan Park.
- e. Discussion/possible action – Changing Highland Bayou Park hours for City sponsored events
- f. Discussion/possible action – Purchase of stabilized sand for Mahan Park not to exceed \$425.00
- g. Discussion/possible action – Next meeting date

(7) REQUESTS AND ANNOUNCEMENTS

Requests by Parks Board Members for items to be placed on future agendas and announcements on city events/community interests TEX. GOV'T CODE §551.415. (b), "items of community interest" includes:

- (1) expressions of thanks, congratulations, or condolence;



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- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality or county; and
- (6) announcements involving an imminent threat to the public health and safety of people in the municipality or county that has arisen after the posting of the agenda.

(8) ADJOURNMENT

CERTIFICATION:

I hereby certify that the above notice of meeting was posted at 1109-B Bayou Road, La Marque, Texas on or before **5:00 p.m. the 14th day of February, 2014.**

Robin Eldridge, TRMC
City Clerk

This facility is wheelchair accessible and accessible parking spaces are available. Request for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Clerk's office at (409) 938-9259, or Fax (409) 935-0401, or e-mail cityclerk@cityoflamarque.org for further information.



LA MARQUE PARKS BOARD
REGULAR MEETING MINUTES
January 16, 2014

1. CALL MEETING TO ORDER

Chairman McGaffey called the meeting to order at 6:30 p.m.

2. ROLL CALL

Roll was called and a quorum was present.

PRESENT: Mac McGaffey, Bo Hunter, Larry Walker, Herbert Franklin & Michael "Rock" Bock

ABSENT: C.J. Leggett and Al Reida

STAFF: Ed Hersh, Cyndi Efird and City Manager Carol Butler

3. APPROVAL OF MINUTES

- a. Regular Meeting, November 21, 2013

Larry Walker made a motion to approve the minutes.

Bo Hunter seconded the motion. Minutes were passed unanimously.

4. CITIZEN PARTICIPATION

Comments from the Public (At this time, any person with city-related business who has signed up may speak to Parks Board limited to three (3) minutes). In compliance with Texas Open Meeting Act the Parks Board may not deliberate on comments. Personal attacks will not be allowed, and personnel matters should be addressed to the City Manager during normal business hours –

Chairman McGaffey welcomed Sergio Martinez to the meeting. Mr. Martinez is president of the LaLiga Soccer League. Mr. Martinez requested use of the Highland Bayou Park soccer fields for the upcoming season. Mr. McGaffey said that the request would be placed on the February 20, 2014 Parks Board agenda.

Mr. Hunter introduced participant winners from the 3 on 3 basketball tournament held during Bayou Fest last October. Although the third place team was not in attendance, they will be sent their ribbons. The second place team winners were recognized and presented ribbons as well as the first place team. Mr. Hunter also told the Board that he has certificates of appreciation for the referees of the tournament and they will be presented at a later date as they could not attend this evening's meeting.

5. OLD BUSINESS

- a. Discussion/possible action- approving the Parks Board Monthly Financial Report

Larry Walker made a motion to approve the financial report.

Bo Hunter seconded the motion; motion passed unanimously.

- b. Discussion/possible action – repairs to equipment in all parks –

Chairman McGaffey introduced Ed Hersh who is an interim assistant to Mr. Morgan since Nathan Epperson retired from the City at the end of 2013. Ed updated the Board on the status of work being done in the parks. To date, dirt has been excavated around the swings at Martin Luther King Jr. Park, Lagana Park and Highland Bayou Park and fall surface has been added. Staff will next week continue adding fall surface under the rest of the playground equipment at Martin Luther King Jr. Park.

Staff has been trimming trees in the parks and has thus far trimmed trees in Westlawn Park and in Mahan Park. Work throughout the park system on tree trimming will continue through the end of February.

6. NEW BUSINESS

- a. Discussion/possible action –Grant application to the Texas Parks and Wildlife

Mr. McGaffey opened the discussion on the grant application staff is preparing and said that while it is a worthy project, he is concerned about the road leading into the park needing significant work. Mr. McGaffey asked Ed Hersh to elaborate on the proposed grant. Ed told the Board that the grant is for \$200,000 and would allow the City to construct a concrete walking/jogging trail around the soccer fields and along one section of the pond for a total of 1 (one) mile. The trail would be all weather, low maintenance and be accessible by all people. The trail would promote health and wellness, family recreational opportunities and be of benefit during the annual Bayou Fest Festival.

City Manager Butler addressed the financial aspect of the grant for the City's share and assured the Board that the City's cost of the project (if approved) would be shared between the City, Park Board and possible donations. Funds would not need to be committed until the 2014-2015 fiscal year.

Mr. Walker made a motion to approve the grant application and forward it to Council for their approval for submission to the Texas Parks and Wildlife Department.

Mr. Hunter seconded the motion. Motion passed unanimously.

- b. Discussion/possible action-Waiving fees for Galveston County Sheriff's Association Annual picnic (March 22, 2014)

Mr. Mark Salinas with the Galveston County Sherriff's Association requested the Board waive the fee for use of the pavilion at Highland Bayou Park for their upcoming picnic. Mr. McGaffey told the Board that he discussed with the police chief waiving the policy of local police security for rentals since this is the Sherriff's Department and they can provide their own security. Mr. Salinas said that the picnic is family oriented and no alcohol will be served. They anticipate having softball games, water balloon fights and maybe a cook-off.

Herbert Franklin made a motion to approve waiving the fees for the Galveston County Sherriff's Association to use facilities at Highland Bayou Park on March 22, 2014.

Larry Walker seconded the motion. Motion passed unanimously.

- c. Report from Staff

Ed Hersh informed the Board that staff was investigating a possible grant from H-GAC (Houston-Galveston Area Council) for planting trees in the parks and/or public areas. The grant is for \$2,000.00 and requires a City match (funds and/or in-kind) and must guarantee survival of the trees for two years. Hersh requested the Board at the February meeting make suggestions on possible locations for tree plantings.

7. REQUESTS AND ANNOUNCEMENTS

Mr. Hunter welcomed new Park Board member Michael "Rock" Bock and Ed Hersh. Mr. Hunter asked Ed Hersh to convey his complements and appreciation to the staff for their work on the playgrounds and tree trimming.

Mr. Walker said that he is looking forward to improving the parks in 2014 and make them more user friendly.

Mr. Bock said he wants to see the parks well utilized.

Mr. Franklin welcomed Mr. Rock and Ed.

Mr. McGaffey thanked Mr. Walker and Mr. Hunter for their work to make the 3 on 3 Basketball Tournament successful. He welcomed Mr. Rock to the Board and said that Mr. Rock is a hard worker in the community. He also welcomed Ed and thanked Ms. Butler and Cyndi Efird for their hard and dedicated work to the Parks

8. ADJOURNMENT: Next Meeting February 20, 2014

Herbert Franklin made a motion to adjourn.

Larry Walker seconded the motion; motion passed unanimously.

Meeting adjourned at 7:30 pm.

Louis McGaffey, Chairperson

City of La Marque

Parks Board

Financial Report

As of

January, 2014

CITY OF LA MARQUE
FINANCE DEPARTMENT
PARKS BOARD
SCHEDULE OF DONATIONS EXPENSES
OCTOBER 2013- SEPTEMBER 2014
FISCAL YEAR 2014

Cash Bal

\$ 48,177.84

Donations:

	Total Donations Received	PARKS			Clean City		END BALANCE	Over / (Under) Payment
		Correct Allocation	Actual Payment	Over / (Under) Payment	Correct Allocation	Actual Payments	END BALANCE	
October 2013	2,909.00	1,454.50	1,454.50	0.00	1,454.50	1,454.50	0.00	0.00
November 2013	2,652.00	1,326.00	1,326.00	0.00	1,326.00	1,326.00	0.00	0.00
December 2013	2,870.00	1,435.00	1,435.00	0.00	1,435.00		1,435.00	(1,435.00)
January 2014	2,729.00	1,364.50	1,364.50	0.00	1,364.50		1,364.50	(1,364.50)
February 2014		0.00		0.00	0.00		0.00	0.00
March 2014		0.00		0.00	0.00		0.00	0.00
April 2014		0.00		0.00	0.00		0.00	0.00
May 2014		0.00		0.00	0.00		0.00	0.00
June 2014		0.00		0.00	0.00		0.00	0.00
July 2014		0.00		0.00	0.00		0.00	0.00
August 2014		0.00		0.00	0.00		0.00	0.00
September 2014		0.00		0.00	0.00		0.00	0.00
	<u>\$ 11,160.00</u>	<u>\$ 5,580.00</u>	<u>\$ 5,580.00</u>	<u>0.00</u>	<u>\$ 5,580.00</u>	<u>\$ 2,780.50</u>		<u>(2,799.50)</u>

Direct Donations:

\$ 37,513.00

Total Donations

\$ 5,580.00
\$ 43,093.00

Revenues:

Interest Earnings

\$ -

Total Revenues

\$ 91,270.84

Expenses:

Date/ Vendor

Description

10/10/2013-South Houston Concrete Pipe Co-Culverts	1,400.00
10/18/2013-Alfred Ray Sr.-Cowboy Jones Memorial Bench	940.00

Total Expenses

\$ 2,340.00

Cash Bal 01/31/2014

\$ 88,930.84

APPROVED  FEB 06 2014

APPROVED BY



CITY OF LA MARQUE AGREEMENT FOR USE OF CITY LAND FOR ATHLETIC FUNCTIONS

SECTION 1. Parties. This Agreement (the "Agreement") is made by and between the City of La Marque, Texas (hereinafter called "City") and LaLiga Soccer League (hereinafter called lessee).

SECTION 2. City hereby grants lessee permission to use a designated soccer field located in Highland Bayou Park (the Premises), said Premises being owned by the City of La Marque and located within the corporate limits of the City.

SECTION 3. Consideration. As consideration for use of facilities, lessee shall pay the City the sum of \$1.00 per year. During the term of this Agreement, lessee shall also pay any portion which exceeds **\$ -0- per month** for water service to the Premises no later than fifteen (15) days after receipt of invoice. If payment is not received by due date, the lessee will pay an additional **\$-0-** per day after due date. In addition, lessee shall also pay any portion, if applicable which exceeds **\$-0- per month** for electrical services to the Premises. If payment is not received by due date, the Lessee shall pay an additional **\$-0-** per day after due date.

SECTION 4. Term and Termination. This Agreement to use the Premises granted herein shall be for a period of one (1) year(s) commencing on March 8, 2014 and terminating on April 25, 2015, provided that City may at any time, on not less than (30) days advance written notice to the Lessee, revoke permission to use the Premises herein granted and may take possession of the Premises without being guilty in any manner of trespass; and all claims for damages for and by reason of such re-entry are hereby expressly waived by Lessee. It is agreed that City revocation of this Agreement prior to the expiration of the term hereof must be authorized by the City Council at a regular or special meeting. Lessee shall provide the Public Works Director a schedule of lessees days and times of practice use of facilities and days and times of games. During this time, lessee shall have exclusive use of the fields during these times. When lessee is not using the fields for practices and/or games, the fields may be used by the general public for recreational purposes. The lessee shall not sublet the fields to any other organization for practice, games or tournaments without the written consent of the city.

SECTION 5. Actions on Termination and Indemnity. Upon termination or expiration of this Agreement, Lessee agrees to peacefully give up the use and possession said premises to City and shall remove all equipment, uniforms, and personal property. Upon termination or expiration of this Agreement, all physical improvements placed upon the Premises by Lessee shall remain in place. It is further agreed that the City Council (or their designee) shall have the right to approve all plans and specifications before any improvements are made to the Premises by Lessee, other than normal maintenance and Lessee shall submit plans and specifications to the City Manager or her designee for review and recommendation to Council.

It is expressly understood and agreed that Lessee shall indemnify and hold City harmless from any liability for payment of any obligations incurred by Lessee or due to any improvements, etc. placed in or upon said Premises by Lessee. Lessee shall not encumber, in any manner, nor permit a lien of any type to be placed on, said Premises, and Lessee agrees to indemnify and hold harmless City in regard to any such financial obligations, liens, or encumbrances of any kind.

SECTION 6. Equal Opportunity. It is agreed and understood that Premises are owned by the City are the subject of this Agreement and that in the conduct of Lessee's operation thereon, discrimination on account of race, color, sex, religion, age, disability, or national origin, directly or indirectly, is strictly prohibited.

SECTION 7. Maintenance and Responsibility. Lessee shall maintain the Premises in good condition satisfactory to City. Lessee shall be responsible for the costs of utility service to the Premises as discussed in Section 3. Lessee may at their own cost provide mowing to supplement that of the City. Lessee shall at their own expense be responsible for the maintenance of the fields for safety of the participants. Lessee shall also be responsible for all field lining and preparation of fields. Any unusual circumstances necessitating City assistance must be reported immediately to the Director of Public Works.

SECTION 8. Commercial Advertising. Lessee shall be able to generate revenue for the organization with the sale of fence advertising. All advertising shall be of good taste for a family venue and professionally created. Lessee shall be responsible for the installation of fence advertising at the start of the season and the removal of all advertising at the conclusion of the season. Lessee shall be solely responsible for the maintenance of all sign advertising.

SECTION 9. Annual Report and Financial Statement. It is agreed that Lessee shall furnish to the City Manager or her designee a financial statement of the past year's operation by **September 30** of each year.

SECTION 10. Insurance and Indemnification. As a condition precedent to the effectiveness of the agreement hereby granted, Lessee agrees to indemnify and hold harmless City, its officials, employees, and agents from and against any and all costs, claims, and damages (including attorney's fees) that may be caused by the use of the Premises, and shall protect and indemnify City from any and all claims, cost, expenses, judgments, and causes of action arising out of or in any way related to the use of the Premises, and shall defend any litigation arising in connection with such use at its own cost and expense. In addition, Lessee agrees to obtain and maintain an insurance policy. Such policy shall be for not less than \$500,000.00 per person for bodily injuries, not less than \$100,000.00 for property damage, and an aggregate limit of not less than \$1,000,000.00 per occurrence. Proof of payment of premium for said policy and a copy of said policy shall be delivered to and kept by the City Manager of City, or her designee and such insurance shall be maintained in full force so long as this Agreement is in effect. Not less than ten days prior to expiration of a current insurance policy, Lessee shall provide a copy of a new or replacement insurance policy to the City Manager of the City inclusive of evidence of the City continuing to be named as an additional insured under the policy. Failure to provide such proof of insurance as agreed upon shall negate any use of City facilities until such compliance has been satisfied.

SECTION 11. Validity. Each section, subsection, provision, requirement, regulation, or restriction established by this Agreement is hereby declared to be independent, and the holding of any part to be unconstitutional, invalid, or ineffective for any cause shall not affect or render invalid this Agreement or amendments hereto, as a whole or any part thereof, except the particular part so declared to be invalid.

SECTION 12. Authority. Each individual signing this Agreement certifies that he or she has been duly authorized to sign this Agreement by the party for whom he or she signs.

SECTION 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Galveston County.

SECTION 14. Attorney's Fees. The party prevailing in any dispute under this Agreement shall be entitled to recover its reasonable attorney's fees and costs in addition to all other relief.

SECTION 15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing, Lessee may not assign its interest under this Agreement without obtaining the prior consent of the City, acting through its City Council. If Lessee desires to assign its interest under this Agreement, Lessee must submit a written request to the City Manager seeking permission to assign its interest and identify to whom the Lessee proposes to assign its interest and the terms of any such assignment. The request for assignment will be considered by the City Council at a regular meeting and the City Council, in its sole discretion, may vote to consent to the assignment or vote to not consent to the assignment.

SECTION 16. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. This Agreement may be executed by facsimile signature or by a signature transmitted by facsimile and such facsimile signature or such signature transmitted by facsimile shall be considered the same as an original signature for all purposes.

SECTION 17. Correspondence. All correspondence to the City shall be mailed or delivered to:

City Manager
1111 Bayou Road
La Marque, Texas 77568

Lessee shall notify in writing to City their point of correspondence.

LESSEE:

LaLiga Soccer League

By: _____

Name: _____

Title: _____

Date: _____

CITY:

City of La Marque

By: _____

Name: Carol Butler

Title: City Manager

Date: _____

ATTEST:

By: _____

Name: Robin Eldridge

Title: City Clerk

City of La Marque

CITY OF LA MARQUE

AGREEMENT FOR USE OF CITY LAND FOR ATHLETIC FUNCTIONS

SECTION 1. Parties. This Agreement (the "Agreement") is made by and between the City of La Marque, Texas (hereinafter called "City") and **Alexjandro Medellin-Hustle Baseball** (hereinafter called lessee).

SECTION 2. City hereby grants lessee permission to use athletic fields located in Mahan Park and concession stands located next to the athletic fields (the Premises), said Premises being owned by the City of La Marque and located within the corporate limits of the City.

SECTION 3. Consideration. As consideration for use of facilities, lessee shall pay the City the sum of \$____ per year. During the term of this Agreement, lessee shall also pay any portion which exceeds \$____ **per month** for water service to the Premises no later than fifteen (15) days after receipt of invoice. If payment is not received by due date, the lessee will pay an additional \$____ per day after due date. In addition, lessee shall also pay any portion which exceeds \$____ **per month** for electrical services to the Premises. If payment is not received by due date, the Lessee shall pay an additional \$____ per day after due date.

SECTION 4. Term and Termination. This Agreement to use the Premises granted herein shall be for a period of two (2) year (s) commencing on March 30, 2014 and terminating on March 30, 2016, provided that City may at any time, on not less than (30) days advance written notice to the Lessee, revoke permission to use the Premises herein granted and may take possession of the Premises without being guilty in any manner of trespass; and all claims for damages for and by reason of such re-entry are hereby expressly waived by Lessee. It is agreed that City revocation of this Agreement prior to the expiration of the term hereof must be authorized by the City Council at a regular or special meeting. Lessee shall provide the Public Works Director a schedule of lessees days and times of practice use of facilities and days and times of games. During this time, lessee shall have exclusive use of the fields during these times. When lessee is not using the fields for practices and/or games, the fields may be used by the general public for recreational purposes. The lessee shall not sublet the fields to any other organization for practice, games or tournaments without the written consent of the city.

SECTION 5. Actions on Termination and Indemnity. Upon termination or expiration of this Agreement, Lessee agrees to peacefully give up the use and possession said premises to City and shall remove all equipment, uniforms, and personal property. Upon termination or expiration of this Agreement, all physical improvements placed upon the Premises by Lessee shall remain in place. It is further agreed that the City Council (or their designee) shall have the right to approve all plans and specifications before any improvements are made to the Premises by Lessee, other than normal maintenance and Lessee shall submit plans and specifications to the City Manager or her designee for review and recommendation to Council.

It is expressly understood and agreed that Lessee shall indemnify and hold City harmless from any liability for payment of any obligations incurred by Lessee or due to any improvements, etc. placed in or upon said Premises by Lessee. Lessee shall not encumber, in any manner, nor

permit a lien of any type to be placed on, said Premises, and Lessee agrees to indemnify and hold harmless City in regard to any such financial obligations, liens, or encumbrances of any kind.

SECTION 6. Concession Stand. Lessee shall be permitted to operate a concession stand located next to the athletic fields on the Premises and shall be permitted to sell merchandise and non-alcoholic beverages during the period from one (1) hour immediately before and athletic event commences until one (1) hour immediately after said athletic event ends. Lessee shall provide adequate and suitable containers for collecting discarded cups, papers, and trash from the operation of said concession stand and shall be responsible for keeping the ENTIRE Premises free of all papers, cups, and trash resulting from the operation of said concession stand. At no time shall Lessee sell or allow the sale of beer, wine or any other alcoholic beverages or tobacco products. Lessee shall prior to the opening of the concession stand obtain a Health permit from the Galveston County Health Department and maintain compliance throughout the operation of the concession stand. Any improvements to the concession stand to meet compliance standards shall be the responsibility of the lessee.

SECTION 7 Liaison. Lessee shall designate a representative of the Hustle Baseball League who shall be empowered to conduct city/league business. Lessee shall submit the name, address, phone number and e-mail of the designated representative not less than 30 days prior to the start of the season.

SECTION 8 Equal Opportunity. It is agreed and understood that Premises are owned by the City are the subject of this Agreement and that in the conduct of Lessee's operation thereon, discrimination on account of race, color, sex, religion, age, disability, or national origin, directly or indirectly, is strictly prohibited.

SECTION 9. Maintenance and Responsibility. Lessee shall maintain the Premises in good condition satisfactory to City. Lessee shall be responsible for the costs of utility service to the Premises as discussed in Section 3. Lessee may at their own cost provide mowing to supplement that of the City. Lessee shall at their own expense be responsible for the maintenance of the fields for safety of the participants. Lessee shall also be responsible for all field lining and preparation of fields. Any unusual circumstances necessitating City assistance must be reported immediately to the Director of Public Works.

SECTION 10. Commercial Advertising. Lessee shall be able to generate revenue for the organization with the sale of fence advertising. All advertising shall be of good taste for a family venue and professionally created. Lessee shall be responsible for the installation of fence advertising at the start of the season and the removal of all advertising at the conclusion of the season. Lessee shall be solely responsible for the maintenance of all sign advertising.

SECTION 11. Capital Improvements. Lessee shall be allowed permission to make capital improvements to the playing fields providing that they first submit a written request with the proposed plans to the Director of Public Works. The Director of public Works will forward the proposed plans with a recommendation to the Parks Board who will make a recommendation City Council whose decision shall be final. All work shall comply with City of La Marque

Building Codes and ordinances. At which time, capital improvements are made that require the use of City electrical and/or water, services shall be paid by the Lessee.

SECTION 12. Alcohol/Tobacco. No alcohol or tobacco products shall be allowed on the playing field or be consumed within the perimeter area which involves organized youth functions or youth play.

SECTION 13. Motorized Vehicles. No motorized vehicle with the exception of maintenance or emergency vehicles shall be allowed in any part of the park except designated parking areas or paved roadway surfaces.

SECTION 14. Annual Report and Financial Statement. It is agreed that Lessee shall furnish to the City Manager or her designee a financial statement of the past year's operation by **September 30** of each year.

SECTION 15. Insurance and Indemnification. As a condition precedent to the effectiveness of the agreement hereby granted, Lessee agrees to indemnify and hold harmless City, its officials, employees, and agents from and against any and all costs, claims, and damages (including attorney's fees) that may be caused by the use of the Premises, and shall protect and indemnify City from any and all claims, cost, expenses, judgments, and causes of action arising out of or in any way related to the use of the Premises, and shall defend any litigation arising in connection with such use at its own cost and expense. In addition, Lessee agrees to obtain and maintain an insurance policy. Such policy shall be for not less than \$500,000.00 per person for bodily injuries, not less than \$100,000.00 for property damage, and an aggregate limit of not less than \$1,000,000.00 per occurrence. Proof of payment of premium for said policy and a copy of said policy shall be delivered to and kept by the City Manager of City, or her designee and such insurance shall be maintained in full force so long as this Agreement is in effect. Not less than ten days prior to expiration of a current insurance policy, Lessee shall provide a copy of a new or replacement insurance policy to the City Manager of the City inclusive of evidence of the City continuing to be named as an additional insured under the policy. Failure to provide such proof of insurance as agreed upon shall negate any use of City facilities until such compliance has been satisfied.

SECTION 16. Validity. Each section, subsection, provision, requirement, regulation, or restriction established by this Agreement is hereby declared to be independent, and the holding of any part to be unconstitutional, invalid, or ineffective for any cause shall not affect or render invalid this Agreement or amendments hereto, as a whole or any part thereof, except the particular part so declared to be invalid.

SECTION 17. Authority. Each individual signing this Agreement certifies that he or she has been duly authorized to sign this Agreement by the party for whom he or she signs.

SECTION 18. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Galveston County.

SECTION 19. Attorney's Fees. The party prevailing in any dispute under this Agreement shall be entitled to recover its reasonable attorney's fees and costs in addition to all other relief.

SECTION 20. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns. Notwithstanding the foregoing, Lessee may not assign its interest under this Agreement without obtaining the prior consent of the City, acting through its City Council. If Lessee desires to assign its interest under this Agreement, Lessee must submit a written request to the City Manager seeking permission to assign its interest and identify to whom the Lessee proposes to assign its interest and the terms of any such assignment. The request for assignment will be considered by the City Council at a regular meeting and the City Council, in its sole discretion, may vote to consent to the assignment or vote to not consent to the assignment.

SECTION 21. Counterparts. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same document. This Agreement may be executed by facsimile signature or by a signature transmitted by facsimile and such facsimile signature or such signature transmitted by facsimile shall be considered the same as an original signature for all purposes.

SECTION 22. Correspondence. All correspondence to the City shall be mailed or delivered to:

City Manager
1111 Bayou Road
La Marque, Texas 77568

Lessee shall notify in writing to City their point of correspondence.

LESSEE

Hustle Baseball League

By: _____

Name: _____

Title: _____

Date: _____

CITY

City of La Marque

By: _____

Name: Carol Butler

Title: City Manager

Date: _____

ATTEST:

Robin Eldridge
City Clerk
City of La Marque

DRAFT

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS, AMENDING SECTION 44-19, CITY PARK HOURS, OF THE CODE OF ORDINANCES, CITY OF LA MARQUE, TEXAS, TO PROVIDE AN EXCEPTION FOR BAYOU FEST, ORGANIZED SPORTS ACTIVITIES, AND OTHER EVENTS AUTHORIZED AS RECOMMENDED BY THE PARKS BOARD AND THE CITY IN ANY CITY PARK.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LA MARQUE, TEXAS:

That Sec. 44-19, City Park Hours, of the Code of Ordinances, City of La Marque, Texas, is hereby amended to read as follows:

“Section 44-19. City Park Hours

(a) All city parks with the exception of Mahan Park shall be open to the public only during designated hours as set out below:

The designated hours for all city parks except Mahan Park shall be from one-half hour before sunrise to one-half hour after sunset. No person shall be allowed to be in or on park grounds except during designated hours.

(b) This section shall not apply to Bayou Fest, any approved organized sports activities, or other events as recommended and authorized by the Parks Board and by the City in any city park.

(c) Any violation will be subject to a penalty as provided by Section 1-9 of the Code of Ordinances, City of La Marque, Texas.

PASSED AND APPROVED on first reading this ____ day of _____, 2014.

PASSED AND APPROVED on second and final reading this the ____ day of _____, 2014.

Bobby Hocking, Mayor
City of La Marque, Texas

Page 2
Park Hours Ordinance

APPROVED AS TO FORM:

Ellis J. Ortego, City Attorney

ATTEST:

Robin Eldridge, City Clerk