

#### Parks and Recreation Advisory Board Agenda

**COUNCIL CHAMBERS - 1209 FIORELLA STREET** 

Wednesday, April 16, 2025

6:00 PM

The Parks and Recreation Advisory Board of the City of Castroville will meet in the Regular Called Meeting beginning at 6:00 p.m. in the Council Chambers at City Hall on the following items listed on the agenda.

- I. Call to Order
- II. Roll Call

#### **III.** Citizen Comments

The Board will hear comments from any citizen or visitor. Speakers must address their comments to the presiding officer rather than individual board members or staff; stand at the podium, speak clearly into the microphone and state your name residential address before speaking. Speakers will be allowed a maximum of 3 minutes for testimony. In accordance with the State Open Meetings Act, the Board is restricted from discussing or taking action on items not listed on the agenda. Action can only be taken at a future meeting.

#### **IV.** Approval of Minutes

**a.** Minutes for 03-19-2025

#### V. Presentations

- a. Lions Sport Complex Masterplan Update
- **b.** Discussion and guidance on how the Parks & Recreation Advisory Board would like to be involved with future grant items and decision making.

#### VI. General Updates

a. Friends of Castroville Regional Park General Update by FCRP Representative

#### VII. Updates From Parks and Recreation Manager

a. Parks & Recreation General Update by Parks & Recreation Director

Community Center Construction Status

Community Center's impact on pool programming

Regional Park soccer field irrigation

Parks Special Project Fund- Quarterly Report

Pool pump house maintenance & rebuild

Sports League Contracts- review

#### VIII. Other Updates

- a. MVSA License Agreement 2024-2029
- b. MVHS Swim Facility Use Agreement 2024
- c. MVYBA License Agreement 2024-2027
- d. MVSC Swim Facility Use Agreement 2024
- e. Next Regular Called Meeting: May 21, 2025 Council Chamber at 6:00 p.m.

#### IX. Discussion on Future Agenda Items

- a. TPWD Grant Feedback
- **b.** Define future pool usage and additional programming.
- **c.** Discussion on Phase II of Pool additions including additional changing areas, showers, &restrooms, and handicap accessibility.
- **d.** Review and take appropriate action on the cost of staff and materials to refurbish the fence at Lions Park softball field.

#### X. Adjourn

#### **Accessibility Statement**

The City Hall is wheelchair accessible. The exit and parking ramps are located at the rear of the building.

#### **Non-Discrimination Statement**

The City of Castroville does not discriminate on the basis of race, color, national origin, sex, religion, or disability in the employment or the provision of services.

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, Castroville, Texas on April 11, 2025 before 3:00 p.m.

/s/ Debra Howe City Secretary

### Agenda Report



Agenda of:04/19/2025Department:Parks & RecreationSubject:Lions Sport Complex Masterplan Update

#### **Recommended Motion:**

I recommend adopting the Lion's Sports Complex Update(with the recommended changes & revisions as discussed.)

#### **Background:**

The Lions Sports Complex in Castroville, donated by the Lion's Club, has undergone several upgrades in recent years, including a splashpad, new restroom, lighting, and improved sports fields. While the park is well-located and increasingly popular for youth sports, it still lacks key accessible features, especially for children with disabilities. Future plans prioritize installing an inclusive playground, shade structures, a water reuse system, and additional amenities to enhance equity, accessibility, and water conservation.

#### **Fiscal Impact:**

#### □ Budgeted □ Requires Budget Amendment

#### **Source of Funding:**

Account Code: -----

#### **Attachments:**

Master Plan - Lions Park Update - 2025 April Lions Park Updating Site Plan

**Urgency (0-5 = Low Urgency to High Urgency): 3** 

**Impact (0-5 = Low Impact to High Impact): 5** 

Submitted by: Jonah Chang, Director of Parks & Recreation

1. Lions Sports Complex Update Page 55 and 56

#### B. ii. Lions Sports Complex

The Castroville Lion's Club donated two and a half city blocks to the City of Castroville in [year]. The Lion's Sports Complex was previously used as a football field for the St. Louis Catholic High School. The land was given to the city with the stipulation it be used in perpetuity for sporting activities and events.

This "L"-shaped 11.4-acre park is 2.5 city blocks located at the intersections of Houston St., Vienna St., Constantinople St., and Athens St. Parking for the park is along these streets consisting of gravel surfacing without curbs or parking control striping.

Castroville Elementary School is adjacent to this park, just across Houston St. to the south. The school has several playscapes and play areas, but they are not available to the public.

This is the only sports park north of US Highway 90 in the original part of the city. US Highway 90 is the major thoroughfare which splits Castroville and is difficult to cross due to the limited number of lighted pedestrian crossings. This limits safe foot and bike traffic to Castroville Regional Park from the north-side of the highway.

The only mobile home housing development inside the Castroville limits is adjacent to the west of this park on Athens St. Within three blocks of this park, there is an apartment complex that participates in the Texas Department of Housing and Community Affairs (TDHCA) "Low Income Housing Tax Credit Program" as listed by the <u>hellosection8.com</u> website. From personal observation many children live in this area.

#### https://hellosection8.com/narrow-down-section-8-rental-castroville-tx-1.html

The 4-acre baseball/softball field complex on the east side of the park is enclosed with a fence with bleachers in one corner. This baseball field provides a venue for city adult softball league play and youth baseball practice, mostly on weekends and some weeknights. Other sports groups use the outfield for practice and bring their own rented lights.

In 2023, irrigation, a sports field, splashpad, trees, stone benches, parking, some lighting, and a new restroom were added. In 2024, new lights over the sports field to the north side of the complex were installed. The sports field is mainly used by a very active youth soccer club.

Lion's Sports Complex Recommendations

There is still space to take advantage of to give this neighborhood an excellent place to be active. The Parks and Recreation Advisory Board along with the Parks Director evaluated the park in 2024 to provide maximum community impact.

#### Lions Park Mission Statement

To provide our community with well-maintained, multi-purpose sports fields and playscapes where residents of all ages and abilities can participate in recreational activities, develop athletic skills, and build lasting community connections, honoring our donor's commitment to accessible and inclusive neighborhood sports and play.

#### Equity in Park Distribution

This neighborhood park meets this standard. It is in a prime geographic location based on the demographics of the surrounding area.

#### Equity in Accessibility

This park does not meet this standard. The new splashpad and restroom are ADA compliant and inclusive, but there is still a noticeable lack of universally accessible park features, for children especially.

#### **Equity in Functions**

The recent additions have improved this aspect of the park bringing more balance among organized sports, passive and unstructured play. But the splashpad cannot operate the whole summer due to occasional droughts and is closed during the winter season. There is still room for improvement!

#### Top Priority Features to Be Considered for CIP

Parks Staff and the Parks and Recreation Advisory Board ran a survey in August 2024 (see appendix) to help determine that the inclusive playground and shade were top priorities for citizens at Lions Sport Complex: 171 out of 369 surveyed prioritized the playground which is 46% of the participants.

To be good stewards of our water usage, City Staff recommend installing a water reuse system connected to the splashpad. The water reuse system, which includes underground tanks, will take the water from the splashpad and use it for irrigation in the park. This will help offset the fresh water used in the splashpad, especially when the area experiences drought conditions.

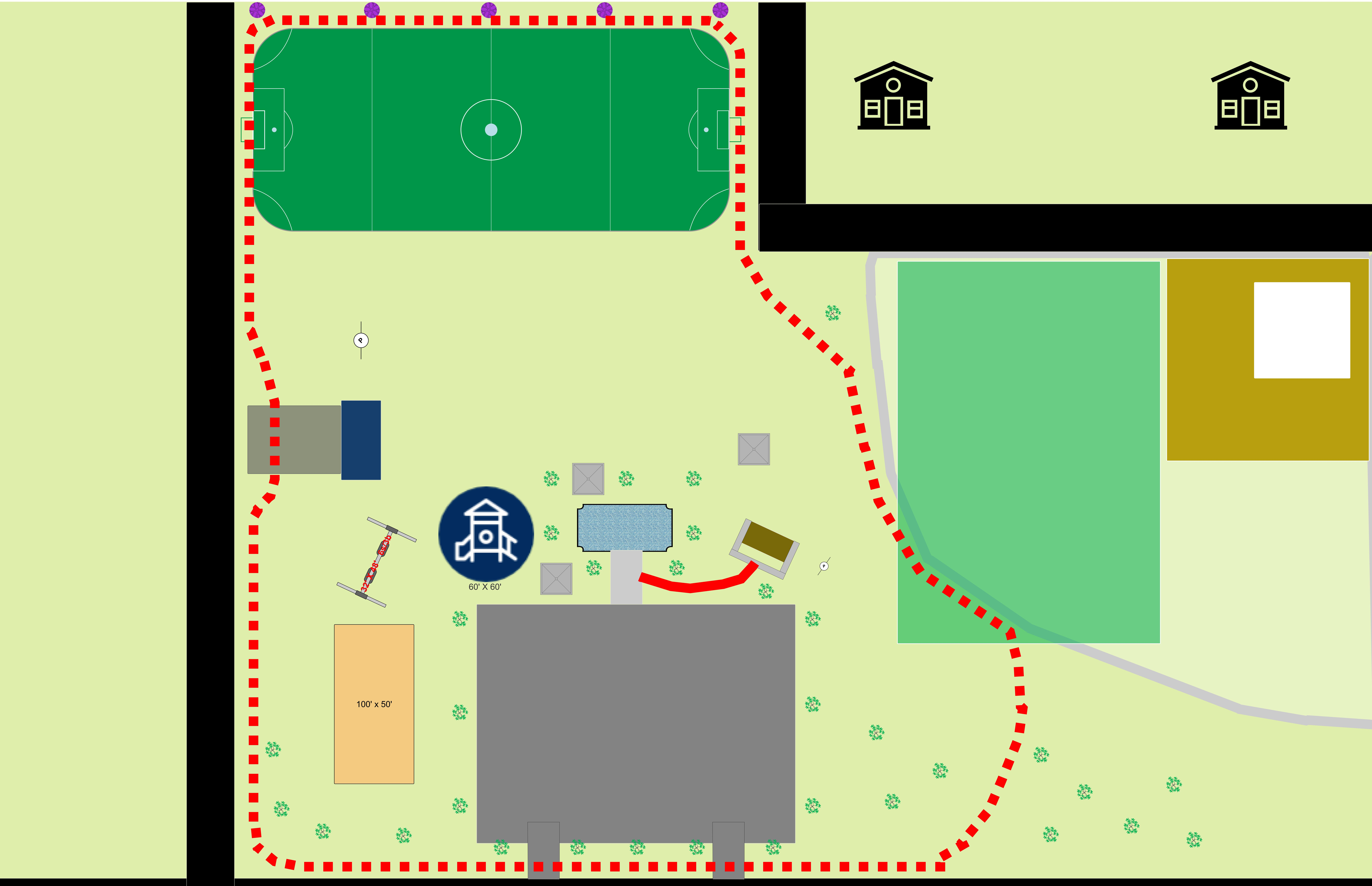
#### **Overall Recommendations**

The list below refers to features in the following two diagrams.

- 1. Inclusive playground including climbing structure and swings
- 2. Multiple shade pavilions
- 3. Multi-sport hard surface court including basketball, pickleball, four-square, etc.
- 4. Updated sports field and softball field with irrigation and fencing
- 5. Sports field lighting
- 6. Parking along perimeter of property
- 7. Additional bathroom
- 8. Seating (stone benches), picnic tables, walking trails, landscaping
- 9. Water reuse system for the splashpad



Conceptual Map & Equipment @ Lions Park-Final products may be different than depicted. MAP NOT TO SCALE









# Parks & Recreation Update

Jonah Chang CPRP CPSI Parks & Recreation Director

#### **Community Center**

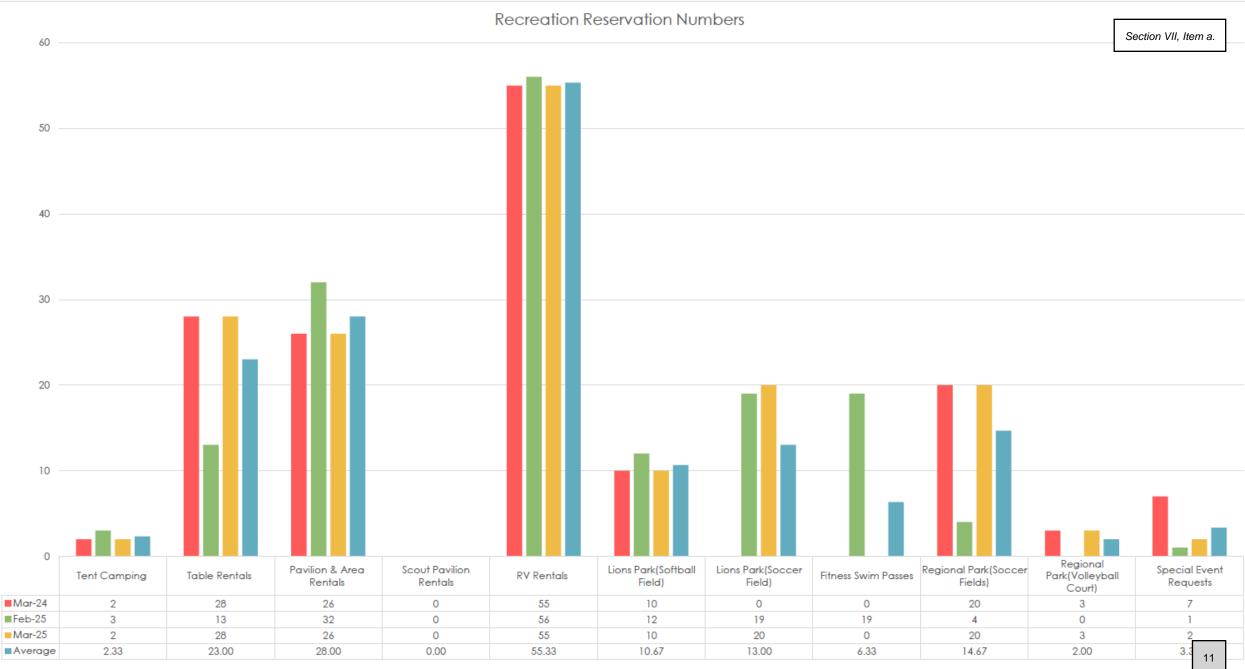
- Foundation & survey complete.
- Next Steps:
  - Utilities, mobilization projected for 4/14/2025

#### **Easter Weekend**

- Park will be prepped & ready for the Egg Hunt on Friday 4/18/25 and Easter Weekend.
- Reservations for Easter weekend:
  - All Tables, Areas, & Pavilions have been reserved.

#### **Aquatics**

- Pool Heaters: Units replaced and operational until final swim day (Sunday 4/6/25.)
- Splash Pad: Advanced Aquatics and City Staff looked & inspected the features and pad. Will be reaching out to Vortex to discuss recommended next steps.



■Mar-24 ■Feb-25 ■Mar-25 ■Average

## **Work Order Numbers**



Monthly Work Order Report Breakdown

Facilities And Parks Monthly Report March 1 - March 31, 2025

Total Number of Work Orders:

18

Total Facilities Work Orders:

Total Parks Work Orders:

77

Breakdo	own	Facilities:	Parks:	Total:
300	Water Leak(Potable Water)		1	1
500	City Parks Maintenance		7	7
501	City Building Maintenance	12	1	13
505	Equipment Repairs & Maintenance		1	1
506	Flags		1	1
507	Replace Flags			0
510	Regional Park Maintenance	2	37	39
515	RV Park Maintenance		2	2
520	Swimming Pool Maintenance	1	1	2
530	Lions Park Maintenance		3	3
535	Splash Pad Maintenance			0
599	Misc. Facilities & Parks			0
801	Weeds/Overgrown Brush			0
802	Mowing & Weedeating			0
804	Barricades			0
806	Tree Issue(Trim & Clear)			0
819	Misc. Streets			0
900	Event Support			0
902	Services Request/City Dept	1		1
977	Vehicle Inspection & Maintenance			
978	Vehicle & Equipment Maintenance		1	12
988	Animal Control			
0	Micellaneous	2	4	6



### Parks & Recreation Update



### Parks & Recreation Personnel

- Briana Tello resigned her position with the City of Castroville on Friday 4/4/2025.
- Sandra Troublefield has begun cross-training and expressed interest in the Parks & Rec Coordinator Position.
- The Parks & Recreation Department will have a vacancy and will hope to have it filled in May, if not sooner.

#### • Tree Planting Update

- Out of the total(188) trees, it looks like only a few did not make it.
- We will work with Bexar Branches Alliance to get a map of the trees, locate and identify the numerous species, and figure out next steps for tree replacement.
- We will also work on getting an After-Action Report for next month's meeting.

#### • Swimming Pool

- After discussing the Construction schedule & calendar, we feel it is appropriate to open the pool this season with modifications to the schedule & programming.
  - 5/8/25-5/29/25: Site Utilities- Communication, TSS, & Telecome Duct Banks and Structures
  - 6/27/25-8/8/25: Site- Construct Sidewalks & Parking Lot
  - 7/3/25-8/13/25: Main Building- Install Wood Roof Frame
- Due to the proximity of the construction & noise I recommend NOT hosting swim lessons this year. I recommend continuing programming for Fitness Swim, Swim Team, Dive Team, & Open Swim.
  - These programs will need to follow the construction schedule & adhere to any pool closures recommended by OAC.

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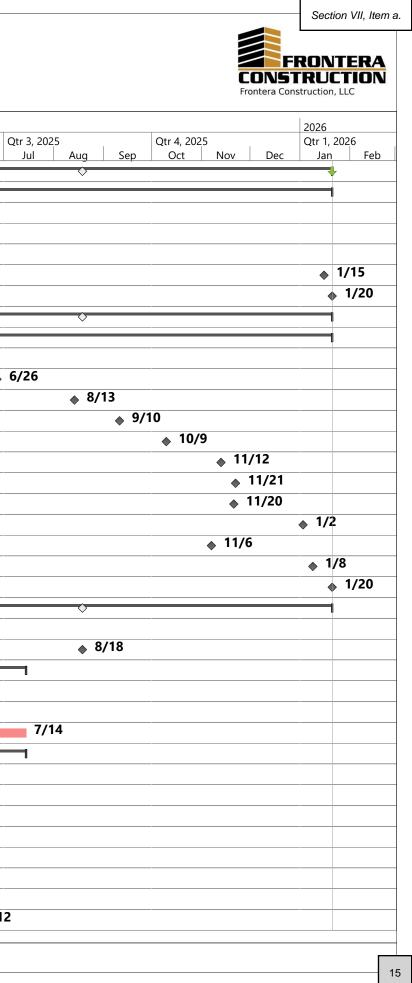


### **Community Center Construction:**

#### Project: **2326 - Castroville Community Building** Status Date: Mon 2/24/25

All Tasks

D	Task Name	Duration	Start	Finish	% Complete		
						5 Feb	Qtr 2, 2025 Q Mar Apr May Jun
1	Project: Castroville Community	221 days	Thu 3/6/25	Tue 1/20/26	0%		$ \qquad \qquad$
2	General Milestones	221 days	Thu 3/6/25	Tue 1/20/26	0%		
3	Pre-Construction Meeting	0 days	Thu 3/6/25	Thu 3/6/25	0%		♦ 3/6
4	Notice to Proceed	0 days	Fri 3/7/25	Fri 3/7/25	0%		
5	Start Construction	0 days	Mon 3/17/25	Mon 3/17/25	0%		♦ 3/17
6	Substantial Completion	0 days	Thu 1/15/26	Thu 1/15/26	0%		
7	Start Owner Move-In	0 days	Tue 1/20/26	Tue 1/20/26	0%		
8	Construction	214 days	Mon 3/17/25	Tue 1/20/26	0%		<i>⊳</i>
9	Construction Milestones	163 days	Thu 6/5/25	Tue 1/20/26	0%		
10	Site - Utility Connections Established	0 days	Thu 6/5/25	Thu 6/5/25	0%		♦ 6/5
11	Foundation Work Completed	0 days	Thu 6/26/25	Thu 6/26/25	0%		♦ 6
12	Structural Framework Completed	0 days	Wed 8/13/25	Wed 8/13/25	0%		
13	Roof Installed	0 days	Wed 9/10/25	Wed 9/10/25	0%		
14	Exterior Walls Completed	0 days	Thu 10/9/25	Thu 10/9/25	0%		
15	Windows and Doors Installed	0 days	Wed 11/12/25	Wed 11/12/25	0%		
16	Interior Framing and Drywall Completed	0 days	Fri 11/21/25	Fri 11/21/25	0%		
17	MEP Rough-Ins Completed	0 days	Thu 11/20/25	Thu 11/20/25	0%		
18	Interior Finishes Completed	0 days	Fri 1/2/26	Fri 1/2/26	0%		
19	Exterior Finishes Completed	0 days	Thu 11/6/25	Thu 11/6/25	0%		
20	Furniture, Artwork & Signage Completed	0 days	Thu 1/8/26	Thu 1/8/26	0%		
21	Final Walkthrough and Punch List Completed	0 days	Tue 1/20/26	Tue 1/20/26	0%		
22	Site Work	214 days	Mon 3/17/25	Tue 1/20/26	0%		$\diamond$
23	Site - Start	0 days	Mon 3/17/25	Mon 3/17/25	0%		♦ 3/17
24	Site - Finish	0 days	Mon 8/18/25	Mon 8/18/25	0%		
25	Site - Earth Work	83 days	Mon 3/17/25	Mon 7/14/25	0%		l
26	Site - Erosion and Sedimentation Control	3 days	Mon 3/17/25	Wed 3/19/25	0%	3	/17 🚦 3/19
27	Site - Protect Existing Trees as Required	5 days	Thu 3/20/25	Wed 3/26/25	0%		3/20 💼 3/26
28	Site - Excavation and fill As Required	75 days	Thu 3/27/25	Mon 7/14/25	0%		3/27
29	Site Utilities	75 days	Thu 3/27/25	Mon 7/14/25	0%		
30	Site - Sanitary Sewerage Piping and Structures	15 days	Thu 3/27/25	Wed 4/16/25	0%		3/27 4/16
31	Site - Non-Potable/Raw Water Piping and Structures	15 days	Thu 4/10/25	Wed 4/30/25	0%		4/10 4/30
32	Site - Electrical Ductbanks and Structures	15 days	Thu 4/24/25	Wed 5/14/25	0%	-	4/24 5/14
33	Site - Communication, TSS, & Telecom Ductbanks and Structures	15 days	Thu 5/8/25	Thu 5/29/25	0%		5/8 5/29
34	Site - Pull Electrical Cabling and Terminate	5 days	Thu 5/15/25	Wed 5/21/25	0%		5/15 🗾 5/21
35	Site - Pull Communication/Telephone Cabling and Terminate	5 days	Fri 5/30/25	Thu 6/5/25	0%		5/30 🗾 6/5
36	Site - Pull TSS Cabling and Terminate	5 days	Fri 5/30/25	Thu 6/5/25	0%		5/30 🗾 6/5
37	Site - Site Lighting Works	, 15 days	Thu 5/22/25	Thu 6/12/25	0%		5/22 6/12



### Project: **2326 - Castroville Community Building** Status Date: Mon 2/24/25

All Tasks

	Fask Name	Duration	Start	Finish	% Complete	-	2026 0tr 2, 2025 0tr 4, 2025 0tr 4, 2025
					5	Feb	Qtr 2, 2025      Qtr 3, 2025      Qtr 4, 2025      Qtr 1, 2026        Mar      Apr      May      Jun      Jul      Aug      Sep      Oct      Nov      Dec      Jan
8	Site - Irrigation System	20 days	Fri 6/13/25	Mon 7/14/25	0%		6/13 7/14
9	Site - Other Features	137 days	Fri 6/27/25	Tue 1/13/26	0%		1
10	Site - Construct Sidewalks	30 days	Fri 6/27/25	Fri 8/8/25	<mark>0%</mark>		6/27 8/8
41	Site - Parking Lots	14 days	Tue 7/22/25	Fri 8/8/25	<mark>0%</mark>		7/22 8/8
12	Site - Install Site Fences and Gates	15 days	Fri 11/7/25	Mon 12/1/25	0%		11/7 12/1
43	Site - Install Exterior Signage	3 days	Fri 1/9/26	Tue 1/13/26	0%		1/9 📕 1/13
44	Site - Landscape	25 days	Tue 7/15/25	Mon 8/18/25	0%		7/15 8/18
45	Site - Punch List	5 days	Wed 1/14/26	Tue 1/20/26	0%		1/14 🗾 1/20
46	Main Building	211 days	Thu 3/27/25	Thu 1/15/26	0%		1
47	Main Building - Foundations	64 days	Thu 3/27/25	Thu 6/26/25	0%		1
48	Main Building - Layout and Excavate	9 days	Thu 3/27/25	Tue 4/8/25	0%	3	3/27 💼 4/8
49	Main Building - Form / Rebar Footings & Grade Beams	15 days	Wed 4/9/25	Tue 4/29/25	0%		4/9 4/29
50	Main Building - Place Concrete Footings & Grade Beams	1 day	Tue 4/29/25	Tue 4/29/25	0%		4/29 4/29
51	Main Building - Concrete Curing Footings & Grade Beams	7 days	Wed 4/30/25	Thu 5/8/25	0%		4/30 🗾 5/8
52	Main Building - Back fill	2 days	Fri 5/9/25	Mon 5/12/25	0%		5/9 5/12
53	Main Building - Final Grade and Base Coarse	2 days	Tue 5/13/25	Wed 5/14/25	0%		5/13 5/14
54	Main Building - Below/In-Slab Electrical & Plumbing Rough-In	15 days	Thu 5/15/25	Wed 6/4/25	0%		5/15 6/4
55	Main Building - Termicide	3 days	Thu 6/5/25	Mon 6/9/25	0%		6/5 🧧 6/9
56	Main Building - Vapor Barrier	3 days	Thu 6/5/25	Mon 6/9/25	0%		6/5 🗧 6/9
57	Main Building - Form / Rebar Slab	5 days	Tue 6/10/25	Mon 6/16/25	0%		6/10 🧧 6/16
58	Main Building - Place Concrete Slab	1 day	Tue 6/17/25	Tue 6/17/25	0%		6/17   6/17
59	Main Building - Concrete Curing Slab	7 days	Wed 6/18/25	Thu 6/26/25	0%		6/18 💼 6/26
60	Main Building - Wood Structure	34 days	Fri 6/27/25	Wed 8/13/25	0%		1
61	Main Building - Erect Wood Main Columns	15 days	Fri 6/27/25	Thu 7/17/25	0%		6/27 7/17
<mark>62</mark>	Main Building - Install Wood Roof Frame	30 days	Thu 7/3/25	Wed 8/13/25	0%		7/3 8/13
63	Main Building - Exterior Wall	65 days	Fri 7/11/25	Thu 10/9/25	0%		j1
64	Main Building - Install Exterior Wall Wood Frame	45 days	Fri 7/11/25	Thu 9/11/25	0%		7/11 9/11
65	Main Building - Exterior Wall Wood Blocking	60 days	Fri 7/18/25	Thu 10/9/25	0%		7/18 10/9
66	Main Building - Exterior Wall Mechanical Plumbing Preparations	25 days	Fri 7/18/25	Thu 8/21/25	0%		7/18 8/21
67	Main Building - Exterior Wall Electrical Raceways and Boxes	25 days	Fri 8/15/25	Thu 9/18/25	0%		8/15 9/18
68	Main Building - Exterior Wall Telecom Raceways	20 days	Fri 9/12/25	Thu 10/9/25	0%		9/12 10/9
69	Main Building - Exterior Wall Sound Attenuation and Insulation Installation	15 days	Fri 9/19/25	Thu 10/9/25	0%		9/19 10/9
70	Main Building - Exterior Wall Sheathing	60 days	Fri 7/18/25	Thu 10/9/25	0%		7/18 10/9
71	Main Building - Roofing	34 days	Thu 8/14/25	Wed 10/1/25	0%		
72	Main Building - Install Roof Cover	20 days	Thu 8/14/25	Wed 9/10/25	0%		8/14 9/10
73	Main Building - Install Roofing System	15 days	Thu 9/11/25	Wed 10/1/25	0%		9/11 10/1
74	Main Building - HVAC	8 days	Fri 8/29/25	Wed 9/10/25	0%		II



# Project: **2326 - Castroville Community Building** Status Date: Mon 2/24/25 **All Tasks**

ID	Task Name	Duration	Start	Finish	% Complete		2026
						5	Qtr 2, 2025 Qtr 3, 2025 Qtr 4, 2025 Qtr 1, 2026
75		2 -1	F.:: 0 /20 /2F	NA	00/	Feb	Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb
75	Main Building - Place HVAC Equipment	2 days	Fri 8/29/25	Mon 9/1/25	0%		8/29 9/10
76	Main Building - Install HVAC Equipment	8 days	Fri 8/29/25	Wed 9/10/25			0/25 <b>3</b> /10
77	Main Building - Rough-In	64 days	Thu 9/11/25	Fri 12/12/25			
78	Main Building - Electrical Rough-In	45 days	Fri 9/19/25	Thu 11/20/25			9/19 10/30
79	Main Building - O/H Power/Lighting Raceways and Boxes	30 days	Fri 9/19/25	Thu 10/30/25			
80	Main Building - O/H Telecom Raceways	30 days	Fri 10/10/25	Thu 11/20/25			10/10 11/20
81	Main Building - O/H Fire Alarm System	30 days	Fri 9/19/25	Thu 10/30/25			9/19 10/30
82	Main Building - Power/Lighting Raceways and Boxes	30 days	Fri 9/19/25	Thu 10/30/25			9/19 10/30
83	Main Building - Telecom Raceways	30 days	Fri 10/10/25	Thu 11/20/25			10/10 11/20
84	Main Building - Fire Alarm System	30 days	Fri 9/19/25	Thu 10/30/25			9/19 10/30
85	Main Building - Mechanical Rough-In	39 days	Thu 9/11/25	Tue 11/4/25			
86	Main Building - O/H Duct Work Installation	23 days	Thu 9/11/25	Tue 10/14/25			9/11 10/14
87	Main Building - O/H Ductwork Insulation	15 days	Wed 10/15/25	5 Tue 11/4/25	0%		10/15 11/4
88	Main Building - Non-Potable/Raw Water Piping	15 days	Wed 10/8/25	Tue 10/28/25	0%		10/8 10/28
89	Main Building - Sanitary Piping	15 days	Wed 10/8/25	Tue 10/28/25	0%		10/8 10/28
90	Main Building - Architecture Rough-In	66 days	Fri 9/12/25	Fri 12/12/25	0%		
91	Main Building - Install Interior Wall Wood Frame	18 days	Fri 9/12/25	Tue 10/7/25	0%		9/12 10/7
92	Main Building - Interior In-Wall Wood Blocking	18 days	Wed 10/8/25	Fri 10/31/25	0%		10/8 10/31
93	Main Building - Wall Sheathing	15 days	Mon 11/3/25	Fri 11/21/25	0%		11/3 11/21
94	Main Building - Support for Hard Ceiling	15 days	Wed 10/8/25	Tue 10/28/25	0%		10/8 10/28
95	Main Building - Install Preparation for Millwork	15 days	Mon 11/24/25	5 Fri 12/12/25	0%		11/24 12/12
96	Main Building - Install Door Frame	8 days	Mon 11/3/25	Wed 11/12/25	0%		11/3 💼 11/12
97	Main Building - Install Window Frame	8 days	Mon 11/3/25	Wed 11/12/25	0%		11/3 💼 11/12
98	Main Building - Interior Final Finishes	48 days	Wed 10/29/25	5 Fri 1/2/26	0%		
99	Main Building - Ceiling	25 days	Wed 10/29/25	5 Tue 12/2/25	0%		Î Î
100	Main Building - Hard Ceiling	10 days	Wed 10/29/25	5 Tue 11/11/25	0%		10/29 👥 11/11
101	Main Building - Install Ceiling Light Fixtures	15 days	Wed 11/12/25	5 Tue 12/2/25	0%		11/12 12/2
102	Main Building - Ceiling Finishes	15 days	Wed 11/12/25	5 Tue 12/2/25	0%		11/12 12/2
103	Main Building - Wall	37 days	Thu 11/13/25	Fri 1/2/26	0%		l
104	Main Building - Install Doors	8 days	Thu 11/13/25	Mon 11/24/25	0%		11/13 11/24
105	Main Building - Install Windows	8 days	Thu 11/13/25	Mon 11/24/25	0%		11/13 📩 11/24
106	Main Building - Wall Tile	5 days	Mon 11/24/25	5 Fri 11/28/25	0%		11/24 🗧 11/28
107	Main Building - Wall Covering	5 days		5 Fri 11/28/25			11/24 🗧 11/28
108	Main Building - Wall Paint	5 days		5 Fri 11/28/25			11/24 🗧 11/28
109	Main Building - Install Wallbase	5 days		Wed 12/10/25			12/4 🗾 12/10
110	Main Building - Install Bathrooms Fixtures	20 days	Mon 12/8/25		0%		12/8 1/2
111	Main Building - Install Millwork	15 days	Mon 12/15/25		0%		12/15 1/2



Front	era	Const	truc	tion,	, LLC

#### Project: **2326 - Castroville Community Building** Status Date: Mon 2/24/25

All Tasks

D Tas	sk Name	Duration	Start	Finish	% Complete														2026	
						5	Qtr 2, 2025				Qtr 3, 2025			Qtr 4, 2025				Qtr 1, 2		
112	Main Building - Floor	8 days	Mon 11/24/25	Wed 12/3/25	0%	Feb	Mar	Apr	May	Jun	ו	Jul	Aug	S	ep	Oct	Nov	/ De	c Jan	Fel
113	Main Building - Install Floor Tile	8 days	Mon 11/24/25	Wed 12/3/25	0%												11/24	12	/3	
114	Main Building - Floor Polished Concrete	5 days	Mon 11/24/25	Fri 11/28/25	0%	-											11/24	11/	28	
115	Main Building - Floor Sealed Concrete	5 days	Mon 11/24/25	Fri 11/28/25	0%												11/24	11/	28	
116	Main Building - Exterior Main Building Finishes	19 days	Fri 10/10/25	Thu 11/6/25	0%												-1			
117	Main Building - Application of Waterproof Barrier at Walls	10 days	Fri 10/10/25	Thu 10/23/25	0%									1	10/10		10/23			
118	Main Building - Exterior Paint Final Finish at Façade	10 days	Fri 10/24/25	Thu 11/6/25	0%										10	/24	11	/6		
119	Main Building - Furniture, Signage and Artwork	4 days	Mon 1/5/26	Thu 1/8/26	0%														н	
120	Main Building - Furniture By Owner	4 days	Mon 1/5/26	Thu 1/8/26	0%														н	
121	Main Building - Furniture Installation by Owner	4 days	Mon 1/5/26	Thu 1/8/26	0%														1/5 📘 1/8	;
122	Main Building - Signage	4 days	Mon 1/5/26	Thu 1/8/26	0%														н	
123	Main Building - Interior Signage	4 days	Mon 1/5/26	Thu 1/8/26	0%														1/5 📘 1/8	;
124	Main Building - Exterior Signage	4 days	Mon 1/5/26	Thu 1/8/26	0%														1/5 📕 1/8	\$
125	Main Building - Punch List	5 days	Fri 1/9/26	Thu 1/15/26	0%														1/9 🗾 1	/15



#### LICENSE AGREEMENT

This agreement is made by and between the CITY OF CASTROVILLE (hereinafter called "CITY") and the MEDINA VALLEY SOCCER ASSOCIATION a 501(c)(3) organization (hereinafter called "MEDINA VALLEY SOCCER ASSOCIATION").

#### WITNESSETH:

**WHEREAS** League provides athletic opportunities for the youth of the City of Castroville through the promotion and operation of youth soccer programs; and

**WHEREAS** the City finds the services provided by Association promotes the health, safety, morals, and or general welfare of the residents of the City; and

**WHEREAS** the City has developed Regional Park Athletic Fields to promote the health, safety, morals, and or general welfare of the residents of the City; and

**WHEREAS** MEDINA VALLEY SOCCER ASSOCIATION has requested the use of the Regional Park Athletic Fields for its youth Soccer programs and the City has developed a facility use methodology so that Regional Park Athletic Fields are also available to the general public; and

**WHEREAS**, after consideration at a meeting posted and held in compliance with the Texas Open Meetings Act, the City Council finds that a public purpose is served through the programs herein anticipated and the City's costs shall be recovered only to such extent necessary to ensure the continuation of said programs.

#### NOW, THEREFORE:

For and in consideration of the following mutual promises and obligations, and for the benefit of the City of Castroville and the health, safety, morals, and/or general welfare of its residents, the parties agree as follows:

#### ARTICLE 1. GRANT OF LICENSE/CONSIDERATION

1.1 The CITY, for and in consideration of the mutual benefits to the CITY and the MEDINA VALLEY SOCCER ASSOCIATION and the observance of the terms and conditions set forth below, hereby grants permission to the MEDINA VALLEY SOCCER ASSOCIATION to enter upon and use all fields and related facilities at Castroville City Regional Soccer Fields.

#### ARTICLE 2. <u>USE</u>

- 2.1 The premises shall be occupied and used by the MEDINA VALLEY SOCCER ASSOCIATION MEDINA VALLEY SOCCER ASSOCIATION agrees and specifically understands that this license is confined to the privilege to use the premises set forth herein on a non-exclusive basis and that the premises herein given does not grant the MEDINA VALLEY SOCCER ASSOCIATION any interest or estate in the premises but is a mere personal privilege to do certain acts of a temporary character upon the premises and that the CITY retains dominion, possession, and control of the premises, including access thereto at all times.
- 2.2 MEDINA VALLEY SOCCER ASSOCIATION agrees to provide CITY a schedule of its proposed soccer season(s).
- 2.3 MEDINA VALLEY SOCCER ASSOCIATION agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, State, and Federal laws, ordinances, rules, and regulations and that it will not do or permit to be done anything in violation thereof. If the attention of MEDINA VALLEY SOCCER ASSOCIATION is called to any such violation, MEDINA VALLEY SOCCER ASSOCIATION or those under its control will immediately desist from and promptly correct such violation.
- 2.4 The CITY reserves the right to impose and enforce all necessary and proper reasonable rules for the management and operation of the premises and, in this connection, shall provide the MEDINA VALLEY SOCCER ASSOCIATION with written notice of such rules.
- 2.5 The City hereby grants the MEDINA VALLEY SOCCER ASSOCIATION a non-exclusive license to use the soccer fields to hold and conduct soccer games for youth league play, including league games, practices, playoffs, and tournaments, during the term of the agreement. Approved scheduled use of the soccer fields is subject to closure and interruption by the City for emergency maintenance, inclement weather, or to preserve and maintain public health, safety, and welfare. CITY to provide, at least thirty (30) -forty-five (45) days written notice to MEDINA VALLEY SOCCER ASSOCATION for all other scheduled events, routine maintenance and repairs, and field closures cannot take place during times that do not interfere or disrupt MEDINA VALLEY SOCCER ASSOCIATION's use of the premises.

#### ARTICLE 3. <u>TERM</u>

- 3.1 The term of this agreement is from **2024-2029** with seasons running, **February 1<sup>st</sup> through June 29<sup>th</sup> (SPRING Season) and August 1<sup>st</sup>, through December 15<sup>th</sup> (FALL Season)** unless early termination in accordance with this agreement. MEDINA VALLEY SOCCER ASSOCIATION and City representatives will perform a walkthrough of all facilities to inspect any necessary repairs or maintenance issues that need to be addressed before the start of the term agreement.
- 3.2 <u>Rental Fee</u>: MEDINA VALLEY SOCCER ASSOCIATION shall pay an Athletic Field Rental Fee of Twenty Dollars per participant **(\$20.00/Per Participant) for each season** rental. Such

Rental Fee shall be payable to City not later than **four (4) weeks following close of registration(Spring Season) and four (4) weeks following close of registration(Fall Season).** 

#### ARTICLE 4. ACCEPTANCE AND CONDITION OF PREMISES

- 4.1 The MEDINA VALLEY SOCCER ASSOCIATION has had full opportunity to examine the premises and acknowledges that there is in and about them nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. MEDINA VALLEY SOCCER ASSOCIATION's taking possession of the premises shall be conclusive evidence of MEDINA VALLEY SOCCER ASSOCIATION's acceptance thereof in good order and satisfactory condition, and MEDINA VALLEY SOCCER ASSOCIATION hereby accepts the premises in their present condition as suitable for the purpose for which the license was granted.
- 4.2 MEDINA VALLEY SOCCER ASSOCIATION agrees that no representations respecting the condition of the premises and no promises to alter, repair, or improve the premises, either before or after the execution hereof, have been made by CITY or its agents to MEDINA VALLEY SOCCER ASSOCIATION unless the same are in writing and are contained herein or made a part herein or mutually agreed upon amendment to this agreement.

#### ARTICLE 5. LIENS PROHIBITED

5.1 MEDINA VALLEY SOCCER ASSOCIATION covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with any improvement, repair, alteration in, on, or about the premises, whether authorized or unauthorized hereunder.

#### ARTICLE 6. MAINTENANCE

- 6.1 The CITY OF CASTROVILLE at its sole expense shall, regularly, routinely and as necessary, maintain or cause to be maintained, through the term of this agreement, the grounds of the premises and all improvements in a condition mutually acceptable to the City Administrator and MEDINA VALLEY SOCCER ASSOCIATION.
- 6.2 The MEDINA VALLEY SOCCER ASSOCIATION shall, within its reasonable control, keep the premises free of litter, trash paper, and other waste generated during its use of the premises and shall dispose of same in accordance with CITY policy. The City Administrator or his designee shall have the right to inspect the premises for cleanliness and sanitary conditions at any and all times.

- 6.3 The MEDINA VALLEY SOCCER ASSOCIATION shall promptly NOTIFY THE CITY OF ANY DAMAGE PRIOR TO repair any damage to the premises caused by the use of the premises by the MEDINA VALLEY SOCCER ASSOCIATION or those persons under its control, including replacing any equipment, fixtures, and lights. The MEDINA VALLEY SOCCER ASSOCIATION shall have no duty to repair any damage caused by others whom the CITY has authorized to use the premises. Notwithstanding any contrary provisions herein contained, should the premises be damaged by fire, tornado, or other act of God, the CITY shall be under no obligation to rebuild or repair the premises.
- 6.4 The CITY OF CASTROVILLE will maintain the facilities in good condition through term agreement, including mowing, weeding, irrigation, and not permit the existence of any public nuisances thereon, or such other threats to the public health, safety, welfare, and disruption of regular play.

#### ARTICLE 7. CONCESSION

- 7.1 The MEDINA VALLEY SOCCER ASSOCIATION shall have the right to operate a concession for the sale of food, beverages, and similar consumable items. No fee for the right to operate said concession stand may be payable to CITY; all profits generated thereby shall be payable to MEDINA VALLEY SOCCER ASSOCIATION. The MEDINA VALLEY SOCCER ASSOCIATION shall obtain and maintain, at its sole cost and expense, all permits or licenses required for its concession operations hereunder to include the Health Inspection for concessions.
- 7.2 If a third-party vendor approaches the MEDINA VALLEY SOCCER ASSOCIATION, and wishes to sell merchandise and/or food, this vendor shall be directed to contact the CITY for registration and paperwork submission. After registration, the third-party vendor & MEDINA VALLEY SOCCER ASSOCIATION may contract any sales percentages being paid to MEDINA VALLEY SOCCER ASSOCIATION should that be the case.
- 7.3 The CITY reserves the right to prohibit the sale, possession, and/or consumption of alcoholic beverages and tobacco products on the premises if such prohibition is deemed by the City Council at any time in the future to be in the public's interest. This prohibition applies to the fields, concession areas, restrooms, and parking areas.

#### ARTICLE 8. PARKING AND ENTRANCE FEES.

8.1 Parking and attendance at MEDINA VALLEY SOCCER ASSOCIATION events shall be free and open to the public.

#### ARTICLE 9. Compliance with Applicable Laws.

9.1 MEDINA VALLEY SOCCER ASSOCIATION shall comply with all applicable statutes, ordinances, and local regulations concerning the use, condition, and occupancy of the fields and related property, and ensure that players, coaches, and spectators comply with such laws. If history or circumstances warrant, CITY may require MEDINA VALLEY SOCCER ASSOCIATION to hire, at MEDINA VALLEY SOCCER ASSOCIATION 'S sole expense, an off-duty Castroville Police Officer to ensure compliance.

#### ARTICLE 10. INDEMNITY AND INSURANCE

10.1 The MEDINA VALLEY SOCCER ASSOCIATION covenants and agrees to fully indemnify and hold harmless the City of Castroville, its members, agents, officers and employees, their successors and assigns, individually or collectively, from reasonable costs and expenses for fines, claims, suits, losses, damages demands, actions or causes of action, or liability of any kind and nature, including but not limited to personal injury or death and property damage, in any way arising out of the execution of this license or in connection with or resulting from MEDINA VALLEY SOCCER ASSOCIATION's negligence or a more culpable act or omission, including recklessness or willful misconduct, in, on or about the premises or in connection with its use of the premises or arising out of any condition of the premises caused by the **MEDINA VALLEY SOCCER ASSOCIATION, or by reason of such MEDINA VALLEY** SOCCER ASSOCIATION 's breach, violation or nonperformance of any covenant hereof or in any permit. The indemnity herein shall include appropriate protections against the claims and causes of action referred to in the paragraph below. CITY shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, an act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of governmental body or authority, or other matter beyond the reasonable control of CITY, or for any damage or inconvenience which may arise through repair or alteration of any part of the premises, or failure to make repairs from any cause whatever except as results from CITY's sole active negligence. The MEDINA VALLEY SOCCER ASSOCIATION and the CITY shall give prompt and timely notice of any claim made or suit instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect either MEDINA VALLEY SOCCER ASSOCIATION and or CITY.

- **10.2** Excluding any liability for pre-existing environmental conditions relating strictly to the release or threat of release of hazardous substances as that term is defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as that Act and those circumstances existed on the effective date hereof, the MEDINA VALLEY SOCCER ASSOCIATION hereby assumes full responsibility for all claims and causes of action asserted by any person coming upon or using the licensed premises herein, either with or without the consent of MEDINA VALLEY SOCCER ASSOCIATION, including all of the MEDINA VALLEY SOCCER ASSOCIATION, including all of the MEDINA VALLEY SOCCER ASSOCIATION's employees or invitees, arising as a result of the use of the premises, including any of said facilities and improvements of MEDINA VALLEY SOCCER ASSOCIATION as well as the presence or condition of all said facilities, improvements, and personal property located or to be located on said premises.
- 10.2 MEDINA VALLEY SOCCER ASSOCIATION agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement:
- TYPE: <u>Commercial (Public) Liability</u> including, but not limited to, (a) Premises/Operations, and (b) Contractual Liability (insuring indemnity provisions).
- AMOUNT: <u>Combined Single Limit for Bodily Injury and Property Damage</u>: \$1,000,000.00 per occurrence or per claim.
- MEDINA VALLEY SOCCER ASSOCIATION further agrees that as respects the above-required insurance, CITY shall:
- 1) Be named as an additional insured.
- 2) Be provided with 30 days' advance written notice of cancellation or material change.
- 3) Be provided notice of any insurance claim filed against the policy naming the City as an additional insured.

MEDINA VALLEY SOCCER ASSOCIATION further agrees that with respect to the above-required insurance, it shall provide evidence of insurance to the CITY to satisfy the insurance requirements of this Lease.

#### ARTICLE 11. <u>SIGNS</u>

11.1 MEDINA VALLEY SOCCER ASSOCIATION hereby agrees not to install or display any sign(s) upon the premises without the prior written approval of said sign(s) by the CITY through the City Administrator. MEDINA VALLEY SOCCER ASSOCIATION further agrees to comply with such design criteria as may be established and amended from time to time by duly authorized CITY authority and to comply with established sign review procedures for proposed new signs.

11.2 MEDINA VALLEY SOCCER ASSOCIATION may erect advertising signs on and around the fields in accordance with these provisions:

- a) No advertising signs shall be permitted on the premises with the exception of advertising signage located on or around the concession building secured by MEDINA VALLEY SOCCER ASSOCIATION. CITY is not responsible for damage, destruction, or vandalism to the advertising signs, except that which is caused by an agent or employee of the CITY.
- b) All advertising signage must be smaller than four (4) feet by ten (10) feet and must be removed and stored by the MEDINA VALLEY SOCCER ASSOCIATION at the end of each gameday/season.
- c) Signs must be constructed professionally and coated with a material to be resistant to normal weather conditions and to resist vandalism efforts.
- d) Signs must be mounted in a manner to withstand high winds and severe weather.

#### ARTICLE 12. TERMINATION/REMEDIES

Either CITY or MEDINA VALLEY SOCCER ASSOCIATION, with or without cause, may cancel 12.1 this agreement by giving forty-five (45) days prior written notice. However, if this agreement is canceled without cause by the CITY, the CITY shall pay to MEDINA VALLEY SOCCER ASSOCIATION the pro-rata costs of all rebates, refunds, and or reimbursements in connection with and attributed to the cancellation of this agreement, approved and authorized by the City... Such payment shall be made within ninety (90) days from the date of cancellation. Additionally, any breach or violation by MEDINA VALLEY SOCCER ASSOCIATION of the provisions contained in this agreement which is not cured following ten (10) days written notice thereof to MEDINA VALLEY SOCCER ASSOCIATION shall, at the option of the CITY, be cause for termination of this agreement and/or entitle CITY to seek any remedy which now is or may hereafter be provided at law or in equity, whether or not stated herein. No waiver by CITY of a breach or violation on the part of the MEDINA VALLEY SOCCER ASSOCIATION shall be construed or held to be a waiver of any succeeding or preceding breach or violation of the same or any other provision herein contained.

#### ARTICLE 13. REPORTS (SOCCER LEAGUES)

- 13.1 The MEDINA VALLEY SOCCER ASSOCIATION shall inform the City Administrator in writing of the current officers of the MEDINA VALLEY SOCCER ASSOCIATION and promptly advise said City Administrator in writing of any changes therein. On each and every anniversary of this agreement and thirty (30) days following termination of this agreement, MEDINA VALLEY SOCCER ASSOCIATION will furnish to the City Administrator a report including the following information:
  - a) Value of the physical improvements placed on the property during the term hereof.

- b) Number of volunteers, participants in leagues, teams, and ages of all teams participating in the MEDINA VALLEY SOCCER ASSOCIATION.
- c) Certificate of Insurance (*for the season*).
- d) Names of current board/committee members along with the contact information for the CITY to get ahold of someone at MEDINA VALLEY SOCCER ASSOCIATION.
- e) A financial statement.
- f) MEDINA VALLEY SOCCER ASSOCIATION shall submit to the City Administrator on or before the seventh (7<sup>th</sup>) day before the season begins the following information:
  - a. A list of all MEDINA VALLEY SOCCER ASSOCIATION's scheduled events at the fields, including but not limited to games, practice games, tournaments, playoffs, with dates and times for such events. Events scheduled after the start of the season or changes to the approved MEDINA VALLEY SOCCER ASSOCIATION schedule must be submitted to and approved by the City Administrator no later than seven (7) days prior to the event.
  - b. The MEDINA VALLEY SOCCER ASSOCIATION's current by-laws and a current certificate of non-profit status
  - c. MEDINA VALLEY SOCCER ASSOCIATION's standard operating procedures policy (S.O.P.)

#### ARTICLE 14. ASSIGNMENT

14.1 This license is specific to MEDINA VALLEY SOCCER ASSOCIATION, as Licensee, it is nonassignable, and any attempt to assign this license will terminate all privileges granted MEDINA VALLEY SOCCER ASSOCIATION hereunder.

#### ARTICLE 15. CONDEMNATION

15.1 It is agreed and understood that in the event that the premises are taken, in whole or in part, by any governmental authority other than CITY, this license and all rights or permission to use hereunder shall, at the option of the CITY, cease on the date title to such land so taken or transferred vests in the condemning authority. MEDINA VALLEY SOCCER ASSOCIATION hereby waives all rights to any proceeds of such condemnation.

#### ARTICLE 16. ATTORNEY'S FEES

16.1 In the event CITY brings any action under this license alleging that MEDINA VALLEY SOCCER ASSOCIATION hereto has defaulted hereunder, and the CITY prevails, the CITY shall be entitled to recover from the MEDINA VALLEY SOCCER ASSOCIATION hereto its reasonable attorney's fees as ordered by a court of competent jurisdiction.

In the event MEDINA VALLEY SOCCER ASSOCIATION brings any action under this license alleging that City hereto has defaulted hereunder, and the MEDINA VALLEY SOCCER ASSOCIATION prevails, the MEDINA VALLEY SOCCER ASSOCIATION shall be entitled to recover from the City hereto its reasonable attorney's fees as ordered by a court of competent jurisdiction.

#### ARTICLE 17. SEVERABILITY

17.1 The parties hereto agree that if any clause or provision of this license is determined to be illegal, invalid, or unenforceable under any present or future Federal, state, or local law, including but not limited to the City Code, or City Ordinances of the City of Castroville, Texas effective during the term of this license, then and in that event it is the intention of the parties hereto that the remainder of this license shall not be affected thereby, and it is also the intention of the parties to this license that in lieu of each clause or provision of this license that is illegal, invalid or unenforceable, there be added as a part of this license a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

#### ARTICLE 18. AMENDMENT

18.1 No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed and agreed to by the parties hereto.

#### ARTICLE 19. NONDISCRIMINATION

19.1 MEDINA VALLEY SOCCER ASSOCIATION covenants that it, or its agents, employees, or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the premises, which said discrimination MEDINA VALLEY SOCCER ASSOCIATION acknowledges is prohibited.

#### [Signature Page Follows]

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#### Section VIII, Item a.

#### EXECUTED THE \_\_\_\_\_\_ DAY OF \_\_\_\_\_, 2024,

#### MEDINA VALLEY SOCCER ASSOCIATION:

League President

CITY:

BY: \_\_\_\_\_ , Mayor

ATTEST:

Debra Howe, City Secretary

#### City of Castroville Swim Facility Use Agreement With MVISD

THIS SWIM FACILITY USE AGREEMENT ("Agreement") is made and entered into by and between the **CITY OF CASTROVILLE, TEXAS**, a Home Rule Municipality and political subdivision of the State of Texas ("City"), and the **MEDINA VALLEY INDEPENDENT SCHOOL DISTRICT**, a Texas Independent School District, also a political subdivision of the State of Texas ("MVISD" or "District" for use of the City Pool located at 816 Alsace Ave, Castroville TX 78009 ("Swim Facility"). City and District may be referred to individually as Party or collectively as the Parties.

#### Section 1. Grant of Right to Use and Term

1.1 <u>Grant of Right</u>. City hereby grants the District the right to use the Swim Facility and equipment specified in this Agreement, on an exclusive basis during Scheduled Dates and Times, as defined herein, on the terms and conditions set forth herein. This Agreement will remain in full force for a term of one (1) year[s], ("Initial Term") The Initial Term will automatically renew for successive one (1) year terms upon written request to continue with the license herein granted; unless, not later than sixty (60) days prior to the expiration of the then current term, either party notifies other, in writing, of its intention not to renew this Agreement. All terms and conditions contained in this Agreement shall apply to said renewal terms.

#### Section 2. Permitted Use and Responsibilities of the Parties.

2.1 <u>District Uses and Responsibilities</u>.

2.1.1 <u>Swim Facility Use</u>. The District shall use the Swim Facility only for the purposes of conducting its regular swim practices, competitions and other scheduled special events and activities directly related thereto. The Swim Facility may not be used for any other purpose by the District. Only authorized District swim team participants, District invitees, and District coaches and associated swim team personnel may use the swimming pool during the periods listed above. District will take necessary measures to assure that swim team participants do not use the swimming pool at any time, unless under the direct supervision of an authorized coach. With the exception of a parent or guardian, students may not bring any guests, visitors, or invitees with them to the Swim Facility, without making prior arrangement for such visit with the District and the City Parks and Recreation Director.

2.1.1.1 <u>Practice Times</u>: The District shall have use of the Swim Facility, each day during its regularly scheduled swim team practice times ("Practice Times"), as follows:

#### September 1<sup>st</sup> – 2<sup>nd</sup> Friday of February

DAYS	HOURS
Monday- Friday	6:30 AM – 8:30 AM

Practice Times reflected above may be changed by agreement of both The City and The District, and such change shall be documented by execution by both parties of an "Exhibit A", dated to reflect its effective date and which upon being appended to this document shall modify the Agreement.

2.1.1.2 <u>Scheduled Special Events Use</u>. The District shall have use of the Swim Facility, for District Swim Team competitions and other special events not a part of regularly scheduled practices ("Special Events").

Not later than August 15<sup>th</sup>, each year of this a. Scheduling. Agreement, District shall provide requested practice times, and projected dates for all scheduled Special Events. Thereafter, District staff and City Parks and Recreation staff shall meet and arrive at a final schedule for the following School Term. The agreed dated Term Schedule shall be appended to this Agreement for each term of this Agreement as **Exhibit A-1** and shall become a part hereof by reference. Once such schedule is established the District shall be entitled to exclusive use of the Facility during the scheduled dates and times absent an emergency. To the extent the entire Facility is not needed for a particular date or time on the schedule, the District shall provide this information to City at the time of scheduling and the unused portions of the Facility may be used by City for its purposes. If an event is required to be cancelled, the District will provide reasonable notice to City based upon the circumstances requiring the cancellation. Additional dates can be added to the scheduled dates at any time but shall be subject to availability of the Facility on the date requested. The District and City agree to reasonably cooperate to schedule the use of the Facilities in a manner consistent with this Agreement, to provide the greatest benefit to the students of the District and City residents.

#### 2.1.2 Equipment Use.

2.1.2.1 <u>Use of City Equipment</u>. The District agrees that to the extent is uses City Equipment at the Swim Facility, it will safeguard such property and exercise reasonable care in its utilization. The District shall instruct team members in the proper use and care of City equipment and agree to report any problems or repairs needed to such equipment to the appropriate City personnel. The District shall be responsible for the repair of damage to the Swim Facility or City equipment, which is not attributable to normal wear and tear, and is caused by its students, team members, volunteers or guests.

2.1.2.2 <u>District Equipment</u>. District agrees to safeguard, maintain and inventory its equipment brought onto Swim Facility premises ("District Equipment") and promptly report any incidence of stolen, missing, damaged or destroyed District Equipment. Notwithstanding the foregoing, in the event that any District Equipment is damaged, destroyed or stolen, while it is on Swim Facility premises, the District shall be solely responsible for repair or replacement of such equipment. A District Equipment Inventory shall be provided annually to the Parks and Recreation Department.

2.1.2.3 Storage. City shall allocate reasonable space for the storage of the District Equipment.

#### 2.2 <u>City of Castroville Use and Responsibilities</u>.

2.2.1 <u>Use</u>. Except in emergency situations, for those periods of time during which the District and City have agreed that the District shall have the exclusive use of the Swim Facility, City's right to use the Swim Facility shall be subordinate to the District's right and the District shall

have exclusive use of the Swim Facility unless the District consents, in writing to another person or entities' use of the Swim Facility during the District's scheduled use. City's right to schedule use of the Swim Facility shall otherwise be absolute at all other times.

#### 2.2.2 Responsibilities.

a. City shall be responsible for providing all day to day operation, maintenance and upkeep of Swim Facility, including responsibility for insurance, major repair, routine custodial services and utilities required for normal operation of the Swim Facility. Notwithstanding the foregoing, following its use of the Swim Facilities, the District shall ensure that the pool area and restrooms are returned in the condition in which it was delivered to the District for that period of use.

b. City will operate and manage the Swim Facility in compliance with Texas Administrative Code Chapter 265.

#### Section 3. Lifeguard and Safety Issues.

3.1 Lifeguard and Second Responder. For safety of its team members, their guests and their opponents in any competition, the District in compliance with the Lifeguard Personnel Standards set out in Texas Administrative Code Chapter 265, Rule 165.199 (g) and will assign during each competition and Special Event, at no cost to City, at least one assigned lifeguard but at all times will assure that lifeguard coverage adequate to provide supervision, continuous surveillance, and close observation of pool users in all areas of the pool and at all times when the pool is in use. City will provide lifeguards during regular scheduled practices. The assigned lifeguard(s) shall hold an ARC "Lifeguard Training" certificate or the equivalent certification from an aquatic safety organization, which also includes training in ARC "Adult, Infant, and Child CPR" and "Community First Aid" or their equivalent. District shall also assign during practice times and Special Events, at a minimum, an additional lifeguard or a Second Responder assigned as a monitor, who is readily available at the pool, and who has a minimum training in (ARC) "Adult, Infant, and Child CPR" and "Community First Aid" or equivalent training during practices and Special Events, shall also be in the pool area when the pool is in use.

3.2 <u>Pool Rules</u>. District, its students and employees, shall at all times maintain proper decorum while using the Swim Facility, shall abide by and observe the rules, regulations and policies adopted by the District and City, particularly those applicable to extracurricular and off-campus activities, shall comply with all applicable laws, ordinances, orders, rules and regulations, now or hereafter in effect, of all governmental authorities and shall not permit any use or manner of use of the Swim Facility in violation of the foregoing. The District agrees to use best efforts to assure that its participants, guests, and invitees abide by all Pool Rules and policies of the City, regarding the use of facilities or equipment and shall at all times enforce such rules regulations, and policies. Any uncorrected breach of pool rules or Facility policies shall be grounds for immediate termination of this Agreement and/or expulsion of user and user's guests, at the sole discretion of City.

#### Section 4. Usage Fees and Covenants.

4.1. <u>User Fee</u>: The District shall pay a User Fee in the amount of **One- Hundred and Fifty Dollars (\$150.00) per swimmer plus an additional fee for lifeguarding (Number of Practices X \$60.00)**. Such User Fee shall be payable to the City not later than the 15<sup>th</sup> of February.

#### Section 5. Insurance and Property Damage.

5.1. <u>Insurance Coverage</u>. The District agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or polices of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, trustees and agents from claim, cause of action, liability arising out of the acts or omissions of the District, its employees, officers, trustees, and agents. The City agrees to obtain and maintain in full force and effect, during the term of this Agreement, a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect, and insure itself, its property, its employees, officers, and agents from any claim, cause of action, or liability arising out of the actor omissions of the City, its employees, officers, or agents.

5.2 <u>Property Damage</u>. If the Swim Facility or property of City located thereon is damaged or destroyed by reason of the negligence of District students or employees during the times that the Swim Facility are subject to the sole use of District, reimbursement for replacement or repair thereof shall be made by District to City; provided, however, that nothing herein contained shall be construed to obligate District to make repairs for damage which is due to ordinary wear and tear. District personnel must immediately notify facility staff of any damage to City property that has occurred during the times District has use of the Swim Facility.

Section 5.3 <u>Liability</u>. It is understood and agreed between the parties that each party hereto shall be responsible for its own acts of omissions, including the acts of omissions of its employees, officers, trustees, and agents. Where injury or property damage result from the joint or concurring negligence of both parties, liability, if any, shall be shared by each party on the basis of comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity.

#### Section 6. Termination.

6.1. If the District fails to timely pay any User Fee or other consideration, or fails to cure a material default in the performance of this Agreement within thirty (30) days after written notice thereof is received by the District, City may terminate this Agreement by written notice. If City fails to cure a material default in the performance of this Agreement within thirty (30) days after written notice. If City fails to cure a material default in the performance of this Agreement within thirty (30) days after written notice thereof is received by City, the District may terminate this Agreement by written notice. Upon such default by City, the District shall have no liability for Consideration after the date of written notice of default.

6.2 Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other Party. Upon such termination and neither Party will have any duty to perform the obligations nor did covenants set forth in this Agreement.

#### Section 7. General Provisions.

7. 1. <u>Entire Agreement</u>. This Agreement constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof. There are no representations, agreements, arrangements or understandings, oral or written, between or among the Parties relating to the subject matter hereof which are not fully expressed herein. This Agreement may not be modified or amended except by written agreement executed by the Parties hereto. This Agreement supersedes and makes void all prior Agreement agreements between the Parties regarding use of the Swim Facility. No failure of a Party to enforce any provision hereof shall be deemed to constitute a waiver of such provision or of any of that party's rights hereunder.

7.2 <u>No Assignment</u>. Neither Party shall assign all or any portion of this Agreement without the prior written consent of the other. Any attempted assignment without prior written consent shall be void.

7.3. <u>Severability</u>. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. It is the intention of the parties that each provision hereof be construed in a manner designed to effectuate the purposes of such provision to the maximum extent enforceable under applicable law.

7.4. <u>No Waiver of Immunity</u>. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. No provision of this Agreement is consent to suit. Nothing in this Agreement shall be deemed to create a partnership, agency, or joint venture relationship.

7.5. <u>No Third-Party Beneficiary</u>. This Agreement inures to the benefit of and obligates only the Parties executing it and their respective heirs, successors, assigns and legal representatives. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

7.6. <u>Law and Venue</u>. This Agreement shall be governed by the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. This Agreement is deemed performable entirely in Medina County, Texas. Any litigation to enforce or interpret any terms of the Agreement or any other litigation arising out of or as a result of the Agreement shall be brought in the State courts of Medina County, Texas.

Signed this <u>10th</u> day of <u>December</u>, 2024.

#### FOR THE BOARD OF TRUSTEES OF **MEDINA VALLEY INDEPENDENT** SCHOOL DISTRICT

#### FOR THE CITY OF CASTROVILLE, TEXAS

By:\_\_\_\_\_ Superintendent

Mayor

By:

Date

Date

#### LICENSE AGREEMENT

This agreement is made by and between the CITY OF CASTROVILLE (hereinafter called "CITY") and the Castroville Medina Valley Youth Baseball Association a 501(c)(3) organization (hereinafter called "MVYBA").

#### WITNESSETH:

**WHEREAS**, League provides athletic opportunities for the youth of the City of Castroville and surrounding area through the promotion and operation of youth baseball and softball programs; and

**WHEREAS,** the City finds the services provided by League promotes the health, safety, morals and or general welfare of the residents of the City; and

**WHEREAS**, the City has allowed the development of a baseball/softball facility upon airport property (the "Facility") to promote the health, safety, morals and or general welfare of the residents of the City; and

**WHEREAS**, League has requested the use of the "Facility", for its youth baseball and softball programs; and

**WHEREAS**, after consideration at a meeting posted and held in compliance with the Texas Open Meetings Act, the City Council finds that a public purpose is served through the programs herein anticipated and the City's costs shall be recovered only to such extent necessary to insure the continuation of said programs.

#### NOW THEREFORE:

For and in consideration of the following mutual promises and obligations, and for the benefit of the City of Castroville and health, safety, morals, and/or general welfare of its residents, the parties agree as follows:

#### ARTICLE 1. GRANT OF LICENSE/CONSIDERATION

1.1 The CITY, for and in consideration of the mutual benefits to the CITY and the MVYBA and the observance of the terms and conditions set forth below, hereby grants permission to the MVYBA to enter upon and use all ball fields and related facilities at Castroville City Softball/Baseball "Facility" as identified in Attachment "A" Facility Map.

#### ARTICLE 2. <u>USE</u>

- 2.1 The premises shall be occupied and used by the MVYBA only for recreational purposes. MVYBA agrees and specifically understands that this license is confined to the privilege to use the premises set forth herein on an exclusive basis and that the premises herein given does not grant the MVYBA any interest or estate in the premises but is a mere personal privilege to do certain acts of a temporary character upon the premises and that the CITY retains dominion, possession and control of the premises, including access thereto at all times.
- 2.2 MVYBA agrees to provide CITY a schedule of its activities.
- 2.3 MVYBA agrees that its members and any other individuals under its control shall abide by, conform to and comply with all applicable municipal, State and Federal laws, ordinances, rules and regulations and that it will not do or permit to be done anything in violation thereof. If the attention of MVYBA is called to any such violation, MVYBA or those under its control will immediately desist from and promptly correct such violation.
- 2.4 The CITY reserves the right to impose and enforce all necessary and proper reasonable rules for the management and operation of the premises and, in this connection, shall provide the MVYBA with written notice of such rules.
- 2.5 The City hereby grants the MVYBA an exclusive license to use the baseball/softball/T-ball fields to hold and conduct baseball and softball games for youth league play, including league games, practices, playoffs, and tournaments, during the term of the agreement. Approved scheduled use of the baseball/softball/T-ball fields is subject to closure and interruption by the City for maintenance, inclement weather, or to preserve and maintain the public health, safety and welfare.

#### ARTICLE 3. <u>TERM</u>

3.1 The term of this agreement is from October 1, 2024 -- September 30, 2027, unless earlier terminated in accordance with this agreement.

#### ARTICLE 4. ACCEPTANCE AND CONDITION OF PREMISES

- 4.1 The MVYBA has examined the premises and acknowledges that there is in and about them nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. MVYBA's taking possession of the premises shall be conclusive evidence of MVYBA's acceptance thereof in good order and satisfactory condition, and MVYBA hereby accepts the premises in their present condition as suitable for the purpose for which the license was granted.
- 4.2 MVYBA agrees that no representations respecting the condition of the premises and no promises to alter, repair or improve the premises, either before or after the execution hereof,

have been made by CITY or its agents to MVYBA unless the same are in writing and are contained herein or made a part hereof by specific references herein.

### ARTICLE 5. <u>LIENS PROHIBITED</u>

- 5.1 MVYBA covenants that it shall not bind, or attempt to bind, CITY for payment of any money in connection with any improvement, repair, alteration in, on or about the premises, whether authorized or unauthorized hereunder.
- 5.2 MVYBA hereby agrees to promptly pay all persons applying labor, services and materials in the performance of any and all repairs, alterations, additions or improvements that may hereafter be made, and MVYBA shall and will fully indemnify and hold harmless the CITY against any and all claims, liens, suits or actions asserted by a person, persons, firm or corporation on account of labor, materials or services furnished to MVYBA during the performance of any said repair, alteration, addition or improvement and against any claim for injury to persons or property.

## ARTICLE 6. <u>MAINTENANCE</u>

- 6.1 The MVYBA at its sole expense shall maintain or cause to be maintained, through the term of this agreement, the grounds of the premises and all improvements in their present condition.
- 6.2 The MVYBA shall, within its reasonable control, keep the premises free of litter, trash paper and other waste generated during its use of the premises and shall dispose of same in accordance with CITY policy. The City Administrator shall have the right to inspect the premises for cleanliness and sanitary conditions at any and all times, and the MVYBA hereby agrees to promptly correct any deficiencies in maintenance of which it is notified in writing by the City Administrator.
- 6.3 Notwithstanding any contrary provisions herein contained, should the premises be damaged by fire, tornado or other act of God, the CITY shall be under no obligation to rebuild or repair the premises.
- 6.4 MVYBA will, at the termination of this agreement, return the premises to CITY in a condition satisfactory to the CITY, usual wear, acts of God, or unavoidable accident only accepted.
- 6.4.1 If MVYBA leaves any property, personal or otherwise, on the premises after the termination or revocation of this agreement, and fails, refuses or neglects, after notice from CITY, to remove same within thirty (30) days after such termination or revocation, CITY, at its option, may treat such property as abandoned, and shall have absolute right of disposal over such property. The cost for removal, if any, may be withheld from any deposit remaining in the account of MVYBA. MVYBA hereby waives any and all damages for any loss resulting from disposal of such property.

- 6.5 The MVYBA will perform an initial cleaning and stocking of all restroom facilities, perform a full dragging and tilling of fields, and make any necessary repairs prior to Opening Day.
- 6.6 The MVYBA will maintain the facilities in good condition through term agreement, including mowing, weeding, irrigation, and not permit the existence of any public nuisances thereon, or such other threats to the public health, safety, welfare, and disruption of regular play.
- 6.7 MVYBA may not make alterations, improvements, or additions to the Premises without the prior written consent of the City Administrator or his designee. All such alterations, improvements, and additions shall become property of the CITY upon termination of the license.

# ARTICLE 7. CONCESSION

- 7.1 The MVYBA shall have the right to operate a concession for the sale of food, beverages and similar consumable items. No fee for the right to operate said concession stand may be payable to CITY; provided, however, that all profits generated thereby shall be applied to the operation of the MVYBA as a registered 501(c)(3) for those uses permissible under the law. MVYBA shall maintain any improvements to the premises. MVYBA shall obtain and maintain, at its sole cost and expense, all permits or licenses required for its concession operations hereunder to include the Health Inspection for concessions. MVYBA shall notify the CITY in writing of any changes to its non-profit status within thirty(30) days of receiving notice of the change from the State or federal agency.
- 7.2 The CITY reserves the right to prohibit the sale, possession and/or consumption of alcoholic beverages and tobacco products on the premises if such prohibition is deemed by the City Council at any time in the future to be in the public's interest. This prohibition applies to the fields, bleachers, concession areas, restrooms and parking areas.

## ARTICLE 8. Subordination and Recapture.

8.1 This License shall be subordinate to the provisions of any existing or future agreements between CITY and the United States Government or any federal or state agency relative to the operations or maintenance of the airport. The License is further subject to the Minimum Standards for Fixed Base Operators and Airport Lessees at the Castroville Municipal Airport ('Standards'') now in effect and any modifications adopted by the City Council. In the event of a conflict between the terms and provisions of the Standards and these provisions, the Standards shall govern. Notwithstanding any other provisions or statements herein, the Lessor reserves the right to recapture all or a portion of the Land at any time during the term hereof subject to the terms of Article 12, Termination.

### ARTICLE 9. <u>Compliance with Applicable Laws.</u>

9.1 MVYBA shall comply with all applicable statutes, ordinances, and local regulations concerning the use, condition, and occupancy of the fields and related property, and ensure that players, coaches, and spectators comply with such laws. CITY may require MVYBA to hire, at MVYBA'S sole expense, an off-duty Castroville Police Officer to ensure compliance.

# ARTICLE 10. INDEMNITY AND INSURANCE

10.1 The MVYBA covenants and agrees to fully indemnify and hold harmless the City of Castroville, its members, agents, officers and employees, their successors and assigns, individually or collectively, from and against all costs and expenses for any fines, claims, suits, losses, damages demands, actions or causes of action, or liability of any kind and nature, including but not limited to personal injury or death and property damage, in any way arising out of the execution of this license or in connection with or resulting from any activity or operation of the MVYBA, in, on or about the premises or in connection with its use of the premises or arising out of any condition of the premises caused by the MVYBA, or by reason of such MVYBA's misconduct or any breach, violation or non-performance of any covenant hereof or in any permit; and the MVYBA further agrees to pay all expenses in defending against any such claims made against the CITY, including but not limited to investigation costs, attorney's fees and court costs, except to the extent that the injury, death or damage is caused by the sole active negligence of CITY, its members, agents, officers and employees. It is the express intention of the parties that the attribution of responsibility provided for in this Article is a protection to CITY by MVYBA for events, injuries and damages which are, or which are said to be, the consequences of CITY's negligence or alleged negligence, including where same is the concurring cause of the injury, death or damage; excluding only those injuries, death or damage caused by the sole active negligence of CITY or solely resulting from CITY activities on the premise, as the case may be. The indemnity contained herein shall survive the termination hereof. The indemnity herein shall include appropriate protections against the claims and causes of action referred to in the paragraph below. **CITY** shall not be liable or responsible for any loss or damage to any property or person occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or other matter beyond the reasonable control of CITY, or for any damage or inconvenience which may arise through repair or alteration of any part of the premises, or failure to make repairs from anv cause whatever except as results from CITY's sole active negligence. The MVYBA and the CITY shall give prompt and timely notice of any claim made or suit

instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect either MVYBA.

- 10.2 Excluding any liability for pre-existing adverse environmental conditions relating strictly to the release or threat of release of hazardous substances as that term is defined in the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as that Act and those circumstances existed on the effective date hereof, the MVYBA hereby assumes full responsibility for all claims and causes of action asserted by any person coming upon or using the licensed premises herein, either with or without the consent of MVYBA, including all of the MVYBA's employees or invitees, arising as a result of the use of the premises, including any of said facilities and improvements of MVYBA as well as the presence or condition of all said facilities, improvements and personal property located or to be located on said premises.
- 10.3 MVYBA agrees to provide and to maintain the following types and amounts of insurance, for the term of this agreement:

TYPE: <u>Commercial (Public) Liability</u> - including, but not limited to, (a) Premises/Operations, and (b) Contractual Liability (insuring indemnity provisions).

AMOUNT: <u>Combined Single Limit for Bodily Injury and Property Damage</u>: \$1,000,000.00 per occurrence or per claim.

MVYBA further agrees that as respects the above-required insurance, CITY shall:

1) Be named as an additional insured.

2) Be provided with 30 days advance written notice of cancellation or material change.

3) Be provided notice of any insurance claim filed against the policy naming the City as an additional insured.

MVYBA further agrees that with respect of the above-required insurance, it shall provide evidence of insurance to CITY to satisfy the insurance requirements of this License.

# ARTICLE 11. <u>SIGNS</u>

11.1 MVYBA hereby agrees not to install or display any sign(s) upon the premises without prior written approval of said sign(s) by the CITY through the City Administrator. MVYBA further agrees to comply with such design criteria as may be established and amended from time to

time by duly authorized CITY authority and to comply with established sign review procedures for proposed new signs.

- 11.2 MVYBA may erect advertising signs on and around the fields in accordance with these provisions:
  - a) No advertising signs shall be permitted on the premises with the exception of advertising signage located on the press box, concession building, official scoreboard and outfield fences secured by MVYBA. CITY is not responsible for damage, destruction, or vandalism to the advertising signs, except that which is caused by an agent or employee of the CITY.
  - b) All advertising signage must be removed and stored by the MVYBA at the end of each season.
  - c) Maximum size of signage is limited to two feet (2') by three feet (3') for structures and is limited to four feet by eight feet (4' x 8') for the fence area along the back perimeter of the field.
  - d) Signs must be constructed professionally and coated with a material to be resistant to normal weather conditions and to resist vandalism efforts.
  - e) Signs must be mounted in a manner to withstand high winds and severe weather.

# ARTICLE 12. TERMINATION/REMEDIES

12.1 Either CITY or MVYBA, with or without cause, may cancel this agreement by giving thirty (30) days prior written notice thereof to the other. Additionally, any breach or violation by MVYBA of the provisions contained in this agreement which is not cured following ten (10) days written notice thereof to MVYBA shall, at the option of the CITY, be cause for termination of this agreement and/or entitle CITY to seek any remedy which now is or may hereafter be provided at law or in equity, whether or not stated herein. No waiver by CITY of a breach or violation on the part of the MVYBA shall be construed or held to be a waiver of any succeeding or preceding breach or violation of the same or any other provision herein contained.

## ARTICLE 13. <u>REPORTS (SCHOOL, BASEBALL AND SOFTBALL LEAGUES)</u>

- 13.1 The MVYBA shall inform the City Administrator in writing of the current officers of the MVYBA and promptly advise said City Administrator in writing of any changes therein. On each and every anniversary of this agreement and thirty (30) days following termination of this agreement, MVYBA will furnish to the City Administrator a report and financial statement including the following information:
  - a) Value of the physical improvements placed on the property during the term hereof.
  - b) Gross receipts from concessions operation, advertising and cash donations with a list of any future disbursements or physical improvements.

- c) Number of volunteers, participants in leagues, teams, and ages, a roster of all teams participating in the MVYBA, to include the name, address, and telephone number of all coaches and players;
- d) Certificate of Insurance (*for the season*).
- e) Names, addresses, phone numbers and zip codes of all officers and board or committee members, designating a point of contact and two alternate points of contact.
- f) Starting and ending dates and months of each regular season.
- g) Number of tournaments and special events held (briefly describe).
- h) MVYBA shall submit to the City Administrator on or before the seventh (7<sup>th</sup>) day before the season begins the following information:
- i) A list of all MVYBA's scheduled events at the fields, including but not limited to games, practice games, tournaments, playoffs, with dates and times for such events. Events scheduled after the start of the season or changes to the approved MVYBA schedule must be submitted to the City Administrator or his designee no later than seven (7) days prior to the event.
- j) The MVYBA's current by-laws and a current certificate of non-profit status;
- k) Proof of insurance in the amounts and type required in this agreement.
- I) MVYBA's standard operating procedures policy (S.O.P.)

## ARTICLE 14. ASSIGNMENT

14.1 This license is personal to MVYBA, as Licensee, it is non-assignable, and any attempt to assign this license will terminate all privileges granted to MVYBA hereunder.

### ARTICLE 15. CONDEMNATION

15.1 It is agreed and understood that in the event that the premises are taken, in whole or in part, by any governmental authority other than CITY, this license and all rights or permission to use hereunder shall, at the option of the CITY, cease on the date title to such land so taken or transferred vests in the condemning authority. MVYBA hereby waives all rights to any proceeds of such condemnation.

### ARTICLE 16. ATTORNEY'S FEES

16.1 In the event CITY brings any action under this license alleging that MVYBA hereto has defaulted hereunder, and the CITY prevails, the CITY shall be entitled to recover from the MVYBA hereto its reasonable attorney's fees. The MVYBA hereto which becomes so liable agrees to make prompt payment thereof to the CITY.

## ARTICLE 17. SEVERABILITY

17.1 The parties hereto agree that if any clause or provision of this license is determined to be illegal, invalid or unenforceable under any present or future Federal, state, or local law, including but not limited to the City Code, or City Ordinances of the City of Castroville, Texas effective during the term of this license, then and in that event it is the intention of the parties hereto that the remainder of this license shall not be affected thereby, and it is also the intention of the parties to this license that in lieu of each clause or provision of this license that is illegal, invalid or unenforceable, there be added as a part of this license a clause or provision as similar in terms to such illegal, invalid or unenforceable.

# ARTICLE 18. AMENDMENT

18.1 No amendment, modification, or alteration of the terms of this agreement shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed and agreed to by the parties hereto.

## ARTICLE 19. NONDISCRIMINATION

19.1 MVYBA covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the premises, which said discrimination MVYBA acknowledges is prohibited.

[Signature Page Follows]

EXECUTED THIS	DAY OF	, 2025.
MVYBA:	CITY:	
BY:	BY:	
Name:	Name:	
Title:	Title:	

ATTEST:

Debra Howe, CITY SECRETARY

APPROVED AS TO FORM:

DNRBS&Z P.C., City Attorney

2024 July 18<sup>1</sup> 2024 September 14<sup>2</sup> 2024 September 20<sup>3</sup>

### Agreement between City of Castroville Parks and Recreation and Medina Valley Swim Club

#### Parties Defined and Person of Contact

- "Parties": the City of Castroville (COC); the Medina Valley Swim Club (MVSC).
- City of Castroville (COC) is represented by Jonah Chang, Parks and Recreation Manager for the City of Castroville.
- Medina Valley Swim Club (MVSC) is represented by nicol schriner, Owner and Head Coach of the club swim team.
- In the event that Jonah Chang becomes unavailable, Briana Tello, Community Services Admin Assistant, is the representative of the City of Castroville.
- In the event that nicol schriner becomes unavailable, Gina Davis, MVSC team administrator, is the representative of the team.

### Pool and Facility defined, including use

- $\circ$  "Pool" refers to the space that includes six 25-yard lanes, instructional area, pool deck, and diving area.
- "Facility" includes use of the Pool, upper and lower pool decks, changing areas including showers and restrooms, and Regional Park approved parking areas.
- Times and days access agreed on by Facility Use Contract.
- MVSC will have access to run aquatics programming from Tuesday, September 03, 2024 through Wednesday, April 30, 2025 (March and April tentative).
- <u>MVSC understands that COC is a community space and that pool and facility use</u> <u>arrangements may need to be modified due to COC construction and additional</u> <u>programming.</u>

#### Rental time access to pool and facilities

- Rental time begins and ends according to the Facility Use Contract.
  - Access to facility is Monday-Friday from 13:30 until 18:00 (with 15 minute buffer) and Sat 7:45-10:00.
  - Additional access includes for one lane until 7:30 p.m. two weekdays each week<sup>4</sup>.
  - Community parking is available for MVSC program participants during scheduled team events.
  - MVSC will also accommodate additional non-competitive swim programming that the City decides to allow (ex: Kinetic Kids).
- MVSC requests combination code to the main pool gate and emergency service gate. Code will only be used by Head Coach and Lead Developmental Coach (Laura Kokesh) and only during times approved in the Facility Use Contract.

<sup>&</sup>lt;sup>1</sup> Meeting at RV Park Rec Hall 9:01-9:41 a.m. (attending: Jonah Chang-COC Parks Manager, Caytan Chang-COC Pool Manager, Briana Tellos-Parks Admin, and nicol schriner- MVSC owner). Agreement sent to all attending parties July 18, 2024 at 11:19 a.m. for review.

<sup>&</sup>lt;sup>2</sup> Updated language to agreement based on August 13, 2024 email from City of Castroville Parks and Recreation Manager, Jonah Chang (Jonah.Chang@castrovilletx.gov) to nicol schriner

<sup>(&</sup>lt;u>coachnicol.mvsc@gmail.com</u>); included in email: Briana Tellos (<u>Briana.Tello@castrovilletx.gov</u>), Caytan Chang (<u>cchang78056@gmail.com</u>), and Castroville Pool Manager (<u>pool@castrovilletx.gov</u>).

<sup>&</sup>lt;sup>3</sup> Updates to agreement made 8/20/2024 reflecting 8/18/2024 meeting and 8/20/2024 email request from COC to MVSC for MVSC to update agreement language.

<sup>&</sup>lt;sup>4</sup> Request made after receiving updated agreement terms from City on August 13, 2024. Agreed to at 8/18/2024 meeting with Jonah Chang and Briana Tellos.

• Modifications to pool and facility access TBD based on written notice.

### Rental Fees, Annual COC Participant Fees, Possible Additional Event Fees

- The rental fee MVSC will pay to COC is a \$90 annual fee (Sept 04, 2024-Sept 03, 2025) for each MVSC program participant<sup>5</sup> and will not exceed \$5,000.
- The rental fee MVSC will pay to COC for swim lesson participants is \$5 per class.
  (Example: if there are four classes in a lesson program, the rental fee to be paid to COC is \$20 per student.)<sup>6</sup>
  - Rental fees for 2025-2026 season may change from 2024-2025; an agreement on future fees will be discussed before the end of the 2024-2025 season<sup>7</sup>.
- The City of Castroville Parks and Recreation Department, as a sponsor of MVSC, will provide reduced facility rental cost for team events (ex: pavilion use for team party); may, at COC discretion, post newsworthy MVSC items to the Parks and Rec Facebook page or other media; allow for the appropriate use of City logo on MVSC materials (ex: acknowledging sponsorship on team website, team banner, team shirts, and event information). COC will also allow for the placement of two banners on the pool fence: one for the team and an additional one for team sponsors.<sup>8</sup>
- MVSC, as a recipient of the sponsorship will post information regarding COC programs (ex: fitness swim, volunteer opportunities) on team website; help fundraising efforts for pool investments (capital improvements, equipment items) that will be the sole property of COC.
- Facility use will be negotiated as the community interest indicates that swim events at the Pool serve the community.
  - MVSC recognizes that the Castroville Regional Park Pool is not currently authorized by USA Swimming to hold sanctioned swim meets. However, MVSC may hold up to three (3) small developmental meets during the year. Dates and times are intended to be within the scheduled swim team rental unless permitted in advance and in writing by COC. MVSC is responsible for appropriate safety staffing for these events.

### Billing and terms of billing

- MVSC will deliver a check to the City of Castroville twice each club program season for participant participation (i.e.: Dec 05, 2023; April 20, 2024).
  - Along with each check, MVSC will provide to COC a team roster with the names, ages, and cities of residence for program participants.
- Fees and billing invoice agreements for additional Facility Use will be agreed upon in writing case-by-case.

### Responsibility for Pool air and water quality

- The City of Castroville is responsible for maintaining the water quality of the pool and maintenance of the facility. Because the Castroville Regional Park Pool is an outdoor facility, there is no reasonable expectation that COC can control air quality.
- Jonah Chang/Other, (aquatics safety cert) for COC is responsible for setting the schedule for water quality testing and facility maintenance and to make that

<sup>&</sup>lt;sup>5</sup> Change from \$60 annual fee to \$100 on 7/18/2024 document based on updated terms from City made 8/14/2024 by email. Agreement made 8/18/2024 to \$90 per club participant and to cap annual fees to \$5000.

<sup>&</sup>lt;sup>6</sup> Addition to agreement made 8/18/2024.

<sup>&</sup>lt;sup>7</sup> Update to agreement made 8/18/2024.

<sup>&</sup>lt;sup>8</sup> Request made by MVSC 8/14/2024. Agreed to by COC 8/18/2024.

information available to MVSC (ex: MVSC having access to online chemical logs through digiaquatics).

- nicol schriner, Owner and Head Coach of MVSC, is responsible for checking COC water quality logs/maintenance schedule as well as providing a second layer of safety testing based on observation (ex: weather events).
- COC and MVSC share a responsibility to notify the other party as soon as possible if there is a problem with water quality.

### **Responsibility for Facility Maintenance**

- The City of Castroville is responsible for maintaining the cleanliness and maintenance of pool decks, changing rooms, showers, restrooms, parking areas, and pool.
- MVSC is responsible for treating the facilities with respect, including doing a walk through before and after practice. During walkthroughs MVSC is responsible to identify and communicate pre-existing and team-generated problems<sup>9</sup>.
- Both parties agree to notify the other party by email or phone call as soon as issues of maintenance or cleanliness are apparent.
  - If MVSC is the first group to use the pool, MVSC will use COC equipment to test the chemicals and send confirmation of testing and results to COC either by email or text. MVSC agrees to do "modified opening duties" prior to COC staff to ensure the facility is safe and operating properly.<sup>10</sup>

### Ownership, maintenance, and storage of equipment

- The City of Castroville owns the emergency equipment, lane lines, and backstroke flag poles and buckets, cones, hula hoops, shade umbrellas, and digital deck clock.
- The MVSC will have access to the aforementioned equipment and no other equipment. Use of COC property makes MVSC responsible to treat all equipment with respect, use and store it in City approved places.<sup>11</sup>
- MVSC team members will provide their own training equipment and do not expect to store it on City property.
- Any additional equipment purchased by and used by MVSC (ex: deck clocks, backstroke flags,, etc) will be stored in a space agreed to by COC.

#### Insurance: Coverage and responsibility

- The MVSC insures its staff and members through USA Swimming. This insurance covers all team practices and team events so long as all participants are members in good standing.
  - MVSC will provide all relevant staff safety certificates and proof of insurance to COC.
- USA Swimming insurance stipulates that if the pool is in use by another program (ex: Kinetic Kids), that USA Swimming coaches may only supervise or participate in swim team practice and swim team events. There must be a clear and consistent physical boundary between swim team activities and other programs.
- The City of Castroville is responsible for assuring insurance for staff and members that are not participating in the MVSC program if those programs use the facility or pool

<sup>&</sup>lt;sup>9</sup> MVSC opening and closing protocol document is available to COC (shared 7/18/2024 with pool.castrovilletx.gov).

<sup>&</sup>lt;sup>10</sup> Italicized section is direct language requested by COC on 8/13/2024, shared by email. COC needs to provide MVSC with procedure of "modified opening duties."

<sup>&</sup>lt;sup>11</sup> Italicized section reflects the updated permissible equipment listed by COC and of potential use by MVSC based on revisions by COC 8/13/2024.

during the times that MVSC has rented facility and pool space from the City of Castroville.

### Safety policies: weather

- The Medina Valley Swim Club, to maintain its accreditation with USA Swimming, must adhere to USA Swimming weather and safety procedure standards that are guided by the American Red Cross.
  - In the case of inclement weather:
    - 30/30 ARC rule applies: after each local thunder or lightning event, a 30-minute safety window activates. No practices or events may continue until 30 minutes of clear weather.
- For general safety
  - Any water temperature above 86 degrees or below 78 degrees prompts a safety notification and possible cancellation of team practice or team event
  - Air temperatures that are less than 40-degrees fahrenheit (actual or including wind chill impact) will prompt a safety notification and possible cancellation of team practice or team event
- Both parties agree to contact their partner representative regarding anticipated and confirmed confirmation of canceled MVSC facility due to weather.

### Risk management program and an emergency action plan.

- USA Swimming requires that MVSC must assure that there is an Emergency Action Plan (EAP) covering a variety of topics and that plan must be on clear display at the team training center.
- MVSC has provided an EAP to COC that is more expansive than the one currently in use by COC.

### Submitted by: nicol schriner on September 14, 2024

Signature:	

nicol j. schriner

Received by:	
Printed name:	
Signature:	
Date:	

Agreed to by City of Castroville Authorized M	lanager:
Printed name:	
Signature:	
Date:	