

Summary of Terms and Conditions for the Parkland Improvement and Land Use Agreement between the City of Austin and Lonestar Soccer Club of Austin

I. Lonestar Construction Responsibilities:

- Lonestar will be responsible, at its sole cost, for the design, permitting, bidding, and construction of park improvements.
- The improvements will be installed and constructed within the Park in accordance with the defined time line and according to the plans, specifications, site plan and construction documents prepared by Lonestar and reviewed and approved by the City prior to start of construction.
- Lonestar will engage a professional consultant to prepare a preliminary design development plan, including a rendering of the construction project and preliminary total construction cost estimate for the City's review and approval.
- Lonestar will finalize, for the City's review and approval, the final design development plan, including updating or revising the preliminary cost estimate to reflect current cost conditions.
- Following completion of the final design development plan, Lonestar, if necessary, will conduct a capital fund-raising campaign or other means which must result in (1) funds on deposit in a financial institution with withdrawal requirements acceptable to the City in writing, plus (2) the dollar value of committed donated services evidenced by letters of commitment from the contributors or other evidence of financial ability to pay acceptable to the City in its sole discretion that are sufficient to fund no less than one-hundred percent of the preliminary cost estimate, as updated and revised to reflect current cost conditions.
- Lonestar will agree to follow all City ordinances, and other rules and regulations regarding permits and approvals related to activities and construction of the construction project, as well as those of any other governmental entity having jurisdiction.
- Lonestar will comply with the City's "Construction in Parks Specifications".
- Lonestar will not allow any liens to be placed against the park by any contracts.
- Lonestar and its contractors will perform the agreement obligations as independent contractors.
- Lonestar will hire, at its sole cost, licensed and insured construction professionals, including but not limited to designer, architect, construction contractor, etc. meeting the minimum City standards and approved in advance by the City.
- Lonestar will coordinate all construction activity with designated PARD staff following the issuance of the Notice to Proceed to minimize disruptions to the Park's usage and to ensure that construction meets City standards.
- Lonestar will be responsible for securing all permits and approvals necessary to construct the Construction Project and will coordinate with PARD staff to secure any information in the possession or control of PARD to facilitate the applications for permits and approvals.
- Lonestar will secure advance approval for all removal, cutting, and pruning of trees on City property through the submission of a tree trimming plan to the City no fewer than seven (7) days prior to the day the tree work will occur.
- When the construction project is complete, Lonestar will
 - deliver to the City written notice of its completion;

- remove all construction equipment from the park improvement and maintenance area and the access and staging area and will restore these areas to their original conditions at its own expense;
- obtain from each of its contractors a written warranty, acceptable to the City, that the improvements will be free of defects for at least one year from the date of the improvements are accepted by the City.

II. Lonestar Park Use Responsibilities:

- Lonestar will have first priority right to use of multipurpose fields, with the exception of Field 1, which will be designated for public use at all times.
- Lonestar will offer recreational programs to predominantly City of Austin residents aged 19 years or younger and be open to all City of Austin youth regardless of race, color, religion, national origin, sexual orientation, or athletic ability.
- Lonestar will not rent, barter, or allow the use of the multipurpose fields or buildings to or by any other entity or organization except as may be described in the agreement or through the course of regular scheduled season play and/or tournaments without the express written consent of the City.
- A Lonestar employee or volunteer representative, authorized by Lonestar, will be on-site at the multipurpose fields at all times the multipurpose fields are in use for practices, games, tournaments or other sports related activities.
- Lonestar will provide year-round maintenance of the Multipurpose Fields, including Field 1, in accordance with the City's Fields Maintenance Standards.
- Lonestar, at its sole expense, is permitted to operate concessions within the buildings in accordance with any and all City of Austin Health Code requirements.
- Lonestar will comply with the City's water and energy conservation rules and regulations for its improvement, use, and maintenance of the multipurpose fields and buildings and must switch off all lighting at the conclusion of each night's programs. Any violation of the water and energy conservation rules may result in an assessment against Lonestar.
- Lonestar will be responsible for the costs of all utilities (electric, water, waste water, etc.) associated with operations of the multipurpose fields
- Lonestar will conduct annual background checks consistent with the City's procedures and policies on all volunteers and employees who will interact with youth.
- Lonestar will not permit alcoholic beverages, tobacco, or illegal drugs to be consumed on or around the multipurpose field or within the park. Lonestar will not allow weapons of any kind on the multipurpose fields or within the park during its use of the multipurpose fields. Lonestar will be authorized to eject, or have ejected by City of Austin personnel, from the multipurpose fields any person consuming an alcoholic beverage, using tobacco products or illegal drugs, bringing weapons of any kind on a field, or whose behavior is disrupting Lonestar's programs.
- Lonestar will not allow vehicles on multipurpose fields (with the exception of maintenance vehicles).
- Lonestar will advise the City of any needed repairs or safety issues.
- Lonestar will follow the PARD Integrated Pest Management standards, with the caveat that no chemical treatments may be used on Field 7, within 50 ft. of the cave, due to its proximity to an endangered species foraging area.

III. Lonestar Required Documentation:

- Lonestar will provide the following documentation:
 - Proof of non-profit 501(c)(3) status;
 - Certificate of Insurance naming the City as an Additional Insured;
 - Quarterly chemical application reports; and
 - An annual report not later than May 1st of each year the agreement is in effect.

IV. City Responsibilities

- City will waive the fees for Lonestar's use of the multipurpose fields during the season for the term of the agreement.
- The City will provide sanitation service as is customary for the City's park system.
- The City will provide general supervision of PARD-sponsored activities when the public is utilizing the park for practices, games, tournaments or other sports-related activities.
- The City will grant Lonestar and its contractors the right to enter those areas of the park generally shown on the approved final design development plan as the park improvement and maintenance area and a temporary license for access over, under, across, and upon the areas shown on the approved final design development plan as the access and staging area for the purpose of constructing the construction project.
- The City will monitor and enforce Lonestar's compliance with these governmental ordinances, rules, and regulations.
- The City (PARD staff) will assist Lonestar in the submission of the permits and will cooperate with Lonestar as needed to apply for the permits.

V. Term:

- The initial term of the contract is five (5) years from the effective date.
- The City may extend the term for two five (5)-year extension options

VI. Proposed Improvements:

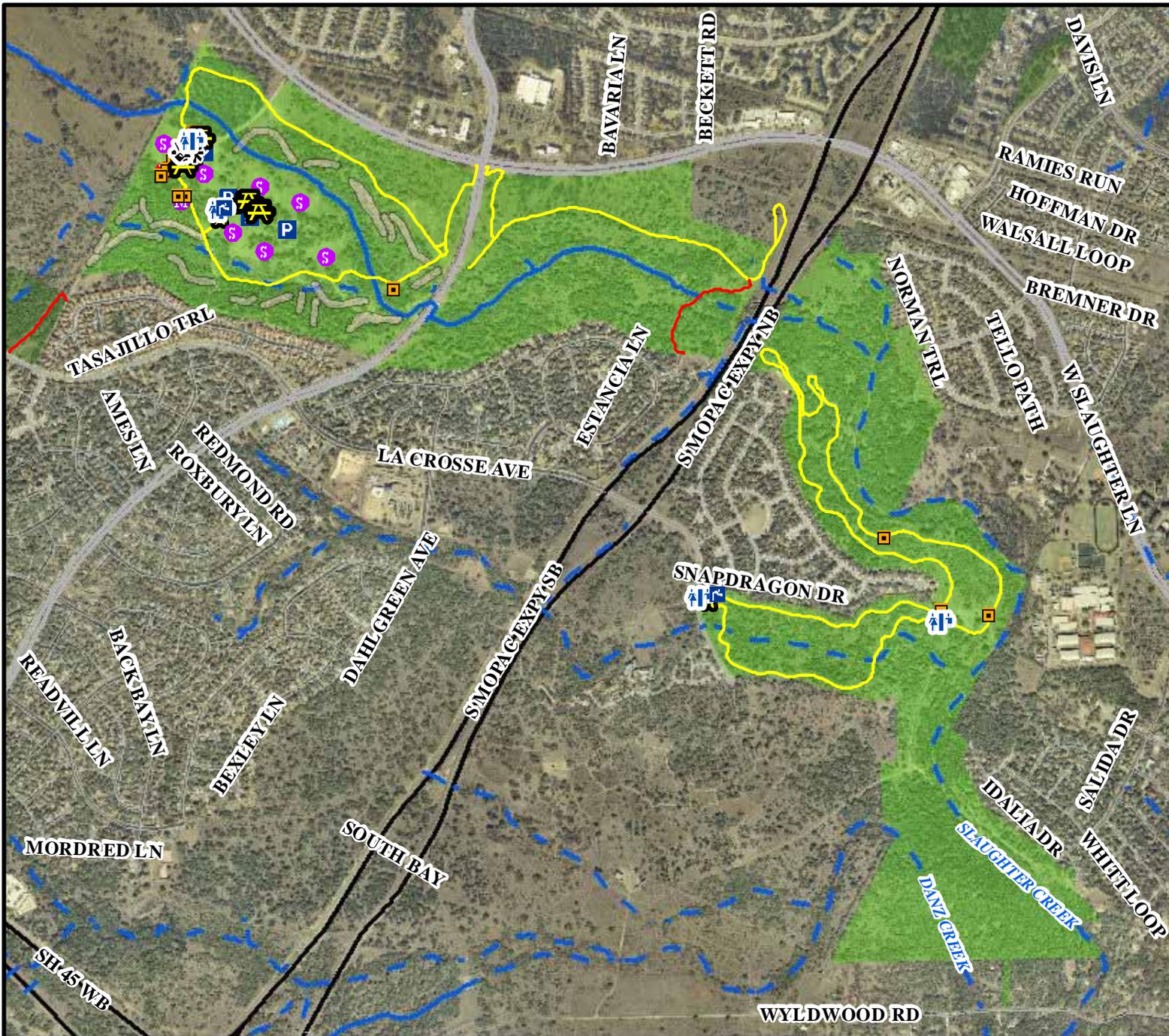
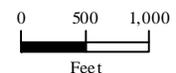
- Proposed improvements to the fields include, but are not limited to:
 - Installation of a new irrigation system at various fields;
 - Leveling of fields;
 - Installation of limestone boulders along parking lots and roadways to prohibit vehicular access; and
 - Installation of new sod.
- The estimated value of the proposed improvements is approximately \$200,000.

South District
6301 W Slaughter Ln.

Legend

- Drinking Fountains
- Restrooms
- Swings
- Playscapes
- Picnic Tables
- Benches
- Basketball Courts
- Volleyball Courts
- Soccer Fields
- Multipurpose Fields
- Parking Lots
- Authorized Trail Access
- Unauthorized Trail Access
- Authorized Trails
- Unauthorized Trails
- Disc Golf Fairways
- Regular Golf Fairways
- Creeks and Drainage
- Other City of Austin Parks
- Circle C Ranch

This map has been produced by the Parks and Recreation Department for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



Circle C Ranch Metropolitan Park

8 February 2011 AH