

## Memorandum

To: Honorable Mayor Shetter and members of the Burleson City Council

From: David McDowell, Recreation Manager

Date: February 16, 2009

Subject: Consideration of a facility use agreement with the Burleson School District for Elk Stadium and authorize the Mayor to execute the agreement.

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### **Council Action Requested:**

1. The council is requested to consider a facility use agreement with Burleson School District for the use of Elk Stadium; and
2. Authorize the Mayor to execute the agreement.

### **Background Information:**

The Parks and Recreation Department has offered a summer track program through Texas Amateur Athletic Federation for the last 6 years. In addition to the training offered through the track club, the city has also offered both circuit and regional track meets. The meets have historically been held at the schools district's Elk Stadium. This free usage of the facility requires a contract between the City and the Burleson School District.

### **Agreement specifics:**

- The circuit track meet will be on June 6, 2009 with the regional meet being held at July 10 -11, 2009.
- An estimated 9,000 combined participants and families are expected for the events.
- The term of the agreement is for the two track meets.
- The City shall maintain and clean the facility through the Parks and Recreation Department.
- The City shall provide single limit liability not to exceed 1 million dollars and shall name the Burleson School District as an additional insured.
- The city is receiving free usage of the stadium for the operation of both meets.

**Board/Citizen Input:**

N/A

**Financial Considerations:**

The combined revenue associated with the operation of the two meets is expected to exceed \$6,000. This revenue is additional to the increased tourism traffic that is certain to affect the city's restaurants and hotels.

**Attachments:**

Facility Use Contract for the Mayor.

**Staff Contact:**

David McDowell, Recreation Manager  
817-295-8168 Office  
817 -917-9404 Cell  
[dmcdowell@burlson.tx.com](mailto:dmcdowell@burlson.tx.com)



BURLESON ISD  
Energy Management Dept.  
117 S.E. Gregory

## FACILITY USE CONTRACT

Contract Date: January 29, 2009

Permit/Contract No. 134627

Event Title: TAAF Track Meet

Location: Burleson High School

Building(s) / Room(s): Athletic Complex

Fee: No Charge

Event Begin Date: 6/6/09  
Event Begin Time: 6:00am

End date: 6/6/09  
Event End time: 10:00pm

Event Begin Date: 7/10/09  
Event Begin Time: 8:00am

End date: 7/10/09  
Event End time: 12:00am

Event Begin Date: 7/11/09  
Event Begin Time: 6:00am

End date: 7/11/09  
Event End time: 12:00am

Organization: City of Burleson  
Contact name: David McDowell  
Day-Time Phone: 817-295-8168  
Evening Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_  
Address: 500 Chisenhall Park Ln. Burleson, TX 76028

Fax: 817-447-5338  
Email address: \_\_\_\_\_

### TERMS OF LICENSE AGREEMENT

This agreement is entered into by and between the Burleson Independent School District and the above Organization. This agreement contains the Request for Use of School Facilities, Building Use Cost Estimate and Terms of License Agreement.

This license agreement shall extend ONLY to the location and rooms indicated above.

The term of this license agreement is from the above Event Begin Date/Time and End Date/Time.

The District makes no representations that the facility(s) is safe or suitable for the intended use.

**CONDUCT:**

Organization's employees, volunteers, members, or guests shall abide by all policies, rules and regulations of the District regarding conduct and regarding the use of facility(s), whether now in effect or hereafter adopted. Organization also assumes full responsibility for the conduct of all persons using the facility under this agreement.

**LAWS:**

Organization shall comply with all federal, state, and local laws, and fire ordinances while using District facilities.

**DAMAGES:**

Organization accepts full responsibility for protecting District property and equipment, and assumes any and all liability for damages to or repairs or replacements required for buildings, equipment or other District property that result from Organization's use under this agreement.

**INSURANCE:**

Organization agrees to furnish to the District a certificate of insurance evidencing single limit liability insurance, in the amount of one million dollars (\$1,000,000), and shall name the District as an additional insured on the policy. The insurance shall be through a company acceptable to the District and shall cover both the District and Organization against any and all claims, accidents, damages, liability and expenses in connection with personal injuries or damages that may occur in connection with this agreement.

**RESTRICTIONS:**

District facilities may not be used for teaching or promoting any theory or doctrine of subversive nature or which is intended to undermine or overthrow the government of the United States. This does not prohibit discussions of controversial subjects in a public forum.

The principal of the building may make additional restrictions that are particular to his/her building with the permission of the Superintendent.

**DECORATIONS:**

Any decorations or scenery or furniture shall be erected in a manner that will not be destructive of school property, and such erection shall be in accordance with local and state fire marshal regulations and approved by the building principal. All decorations shall be removed from the building before 8:00 a.m. on the day after the building has been used. Under no circumstances, shall scenery or other property be stored in the school. No permanent or temporary improvements or structures shall be constructed on District property or within District facilities unless Organization obtains approval in writing from the District.

**ALCOHOL / TOBACCO:**

Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs and firearms and the use of tobacco products on school property.

**EQUIPMENT:**

District equipment shall not be loaned for any reason for use outside District property unless approved by the Superintendent or his designated assistant. Permission for use of equipment of District premises must be made with application, and arrangements made for a District employee to be paid to operate or supervise the equipment.

Organization is responsible for leaving the facility(s) in the same condition and order in which it was found. The facility(s) used by Organization shall be examined carefully after use, and Organization agrees to promptly pay for any loss or damage to the facility(s).

**CANCELLATION:**

The use of school facilities for school related activities will take precedence over the use of facilities by non-school related organizations. The use of facilities under this license shall not in any way interfere with the operations of the District or any programs, or activities of the District. If required for District purposes, Organization understands that the District reserves the right to withdraw, rescind, or terminate this license on short notice.

If one of our facilities has been reserved the contact person (or designee) on the lease agreement must contact the Energy / Facilities Department in writing or by email 24 hours in advance if you need to cancel your reservation. In the case of inclement weather notification must be given to the Energy / Facilities Department at least one (1) hour prior to the scheduled event, game or practice. Failure to do so will result in the normal charge(s) for the facility and support staff.

Please notify the Energy Department at [pfellers@burlesonisd.net](mailto:pfellers@burlesonisd.net) or [rmoorhead@burlesonisd.net](mailto:rmoorhead@burlesonisd.net) , if you need to call for questions you may call 817-245-1146 or 817-480-9899. Do not call the facility monitor; we will take care of that.

*Please sign and return a copy of this License to:*

Energy, Facilities, Construction Department  
Burleson I.S.D.  
117 S.E. Gregory St.  
Burleson, TX 76028

Phone: 817-245-1146  
Fax: 817-447-5931

Contact Name \_\_\_\_\_

Phone \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

