



City of Abilene

Parks and Recreation Board Agenda

Notice is hereby given of a meeting of the Parks and Recreation Board of City of Abilene to be held on August 16, 2023 at 8:30AM at City Hall, 555 Walnut Street, Council Chambers, Abilene, Texas, for the purpose of considering the following agenda items.

CALL TO ORDER

INVOCATION

PUBLIC COMMENTS

Public Comments on Any Item on the Agenda

MINUTES

1. Minutes (Discussion and Action)

EXECUTIVE SESSION

2. The Parks and Recreation Board of the City of Abilene will adjourn into executive session to discuss any of the matters listed below or listed in this Agenda, as authorized by the following Texas Government Code Sections:

1. 610 East South 11th
2. Southwest Park
3. Nelson Park

551.071 - Consultation with Attorney

551.072 - Deliberations about Real Property

PRESENTATIONS, RECOGNITIONS, PROCLAMATIONS AND ANNOUNCEMENTS

3. 2023 Zoo Bond
4. 2023 Parks and Recreation Bond

AGENDA ITEMS

5. Boy Scouts Building Lease (Discussion, Public Comment and Possible Action)
 - Lease Agreement Information
6. Improvements to Kirby Lake Softball Complex (Discussion, Public Comment and Possible Action)

- Proposed Dugout Improvements
7. Aquatics Report (Discussion)
 - Weekends Only / Started August 13th
 8. Parks Report (Discussion)
 - Vaughn-Camp Repair
 - BBQ Grill Replacements
 - Cobb Playground Repair
 9. Recreation Report (Discussion)
 - Fall COED Kickball
 - Dog Training Classes
 10. Seniors Report (Discussion)
 - 8 Ball Tournament
 - Tuesday Evening Fitness Class
 - Senior Talent Showchase
 11. Zoo Report (Discussion)
 - 2023 Rock and Roar
 - Meet Bluey
 - Members After-Hours

ADJOURNMENT

Notice

In compliance with the Americans with Disabilities Act, the City of Abilene will provide for reasonable accommodations for persons attending meetings. To better serve you, requests should be received forty-eight (48) hours prior to scheduled meetings. Please contact the City Secretary's Office at 325-676-6208. Telecommunication device for the deaf is 325-676-6360.

CERTIFICATION

I hereby certify the above meeting notice was posted on the bulletin board at the City Hall of the City of Abilene, Texas, on the 11th day of August, 2023, at 9:25 a.m.

Kaitlin Richardson, Deputy City
Secretary, TRMC



Executive Session





2023 Zoo Bond



Abilene Zoo

Phase I - Site Plan

APRIL 2022

FELIS

Parkhill

1000 STREET ABILENE, TX 79601

0' 20' 40'

Tittle Lake

Event Lawn

Portal

Stage

Existing Rhino Holding

Existing Giraffe Holding

Existing Giraffe Holding

Cat Patch

Big Cat Cafe & Savanna Terrace

New Cheetah Holding

Boardwalk / Ramp

Play Area & Shaded Seating

Train Station - Africa + Americas

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City Bond: Event Lawn & Amphitheater



RENDERING FIVE:
EVENT LAWN & STAGE
WITH RHINO EXPANSION
(PHASE 1)

Parkhill
3401 BRICK STREET ARLING, TX 76010

2022-2023
MASTER PLAN
18 APRIL 2022 - DRAFT

Abilene
2020

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City Bond: Meerkat Exhibit



RENDERING FOUR:
AFRICAN PLAZA &
NATURE PLAYScape
(PHASE 2)

Parkhill **Abilene**
1400 BEECH STREET ABILENE, TX 79601
940.675.8176
MASTER PLAN
10 APRIL 2022 - 10 MAY 2027

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City Bond: New Lion Exhibit



City Bond: Cheetah Exhibit



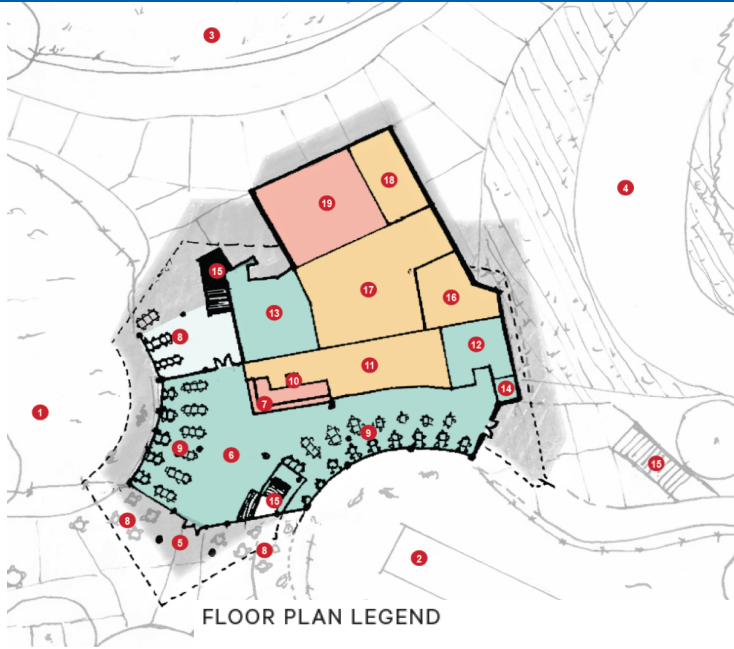
City Bond: Restaurant (Lion side)



City Bond: Restaurant (Cheetah side)



City Bond: Restaurant Floor Plan



- 1 Lion Exhibit
- 2 Cheetah and Cheetah Run
- 3 Event Lawn
- 4 Service Drive
- 5 Entry
- 6 Queue
- 7 Point of Sale
- 8 Exterior Dining
- 9 Interior Dining - 3,750 SF
- 160 People

- 10 Dumbwaiter
- 11 Kitchen - 1,265 SF
- 12 Interior Restrooms - 450 SF
- 13 Exterior Restrooms - 765 SF
- 14 Elevator
- 15 Stairs
- 16 Receiving - 535 SF
- 17 Storage & Utilities - 1,555 SF
- 18 Staff: Break Room, Lockers, Restroom, Office - 515 SF

- 19 Bride Room & Event Storage - 1,125 SF
- 20 Terrace Dining - 3,000 SF
- 120 People
- 21 Mezzanine Dining - 775 SF
- 25 People
- 22 Kitchenette
- 23 Terrace Storage - 390 SF
- 24 Terrace Restrooms - 460 SF
- 25 Boardwalk

Summary Expenses

Phase	Element	Construction & Design Cost
Phase 1A	Event Stage & Lawn	\$1,235,450
	Rhino Habitat	\$3,032,467
	Multi-Species Habitat and Barn	\$4,698,210
	Total	\$8,966,127
Phase 1B	Cafe	\$9,973,778
	Lion Habitat	\$3,340,109
	Cheetah Habitat	\$2,197,440
	Total	\$15,511,327
Total		\$24,477,454



Campaign Timeline



August 10, 2023 - Council Presentation and Vote

November 7, 2023 - City Vote

January 2024 - Design Begins

Spring 2024 - Public Capital Campaign Launch

Spring 2025 - Break Ground

Spring 2026 - Phase 1A Opens

Spring 2027 - Phase 1B Opens





2023 Parks and Recreation Bond





Proposed: Recreation Center Bond



G.V. Daniels Recreation Center

Cesar Chavez Recreation Center



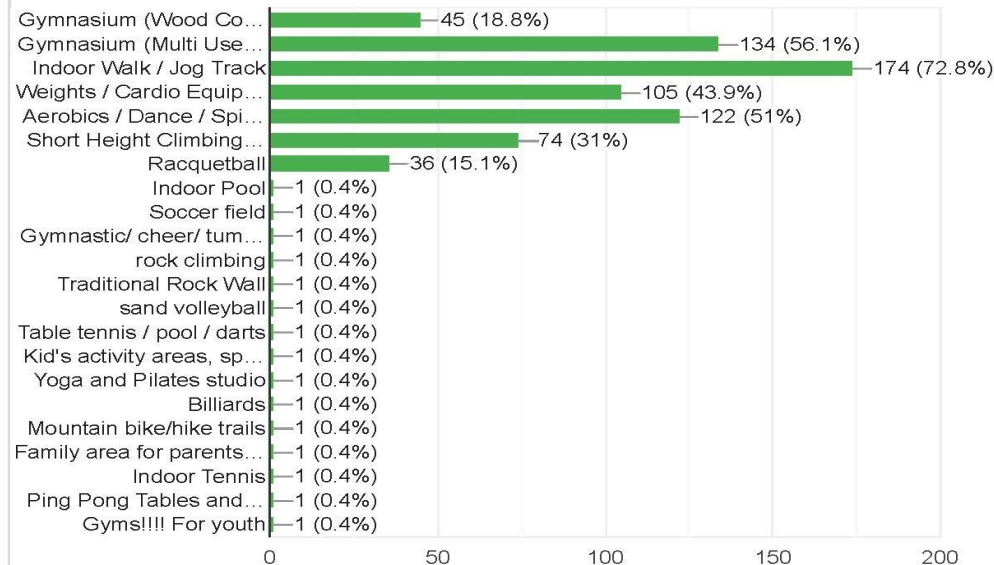


Community Feedback Survey Results 2020

Regarding Recreation Programmatic Spaces, select three (3) of the highest priority spaces you and your family think should be included in a facility



239 responses



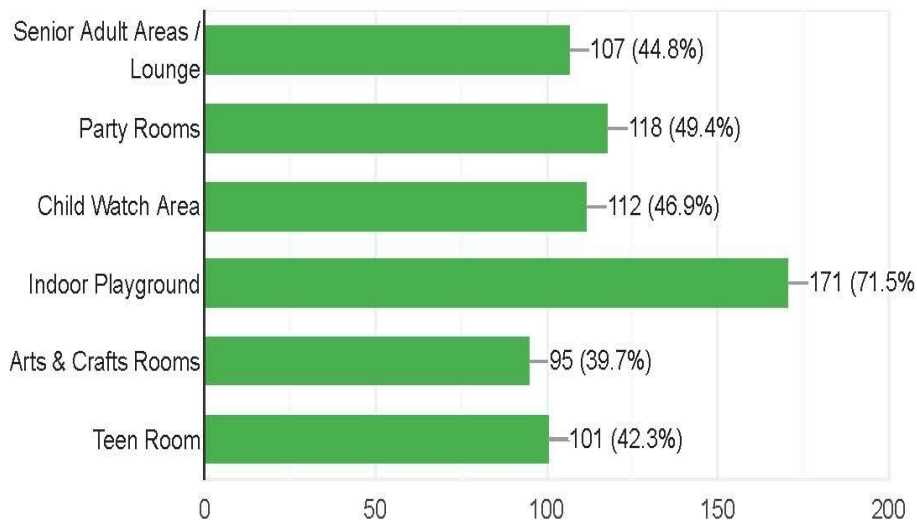
CITY OF
ABILENE
TEXAS



Community Feedback Survey Results 2020

Regarding Social Programmatic Spaces, select three (3) of the highest priority spaces you and your family think should be included in a facility

239 responses



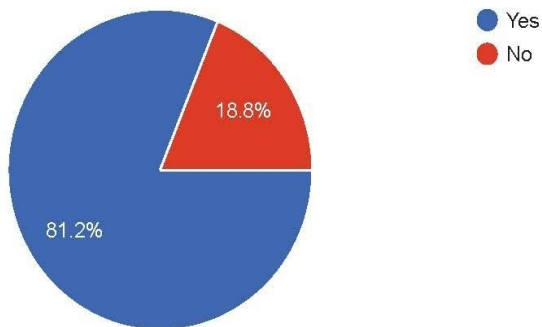
CITY OF
ABILENE
TEXAS



Community Feedback Survey Results 2020

Would you support a bond to help fund adding new and/or remodeling existing facilities?

239 responses





GV Daniels Site & Design



LEGEND

1. ENTRY / LOBBY / CIRCULATION/LOUNGE	3,430 SF
2. ADMINISTRATION	1,100 SF
3. YOUTH/GAMES ROOM	1,400 SF
4. CLASSROOM/PARTY/DRY CRAFT ROOM	950 SF
5. 25 PERSON CLASSROOM	800 SF
6. SENIOR LOUNGE	1,580 SF
7. HEALTHY COOKING/PREP KITCHEN	415 SF
8. W/LOCKER/RESTROOM/CHANGING	1,066 SF
9. M/LOCKER/RESTROOM/CHANGING	1,066 SF
10. UNISEX/FAMILY CHANGING	200 SF
11. HIGH SCHOOL GYMNASIUM	5,935 SF
12. WALK/JOG TRACK	1,840 SF
13. FITNESS & WEIGHTS	1,380 SF
14. INDOOR PLAY	735 SF
15. BUILDING SUPPORT	790 SF

TOTAL AREA +/- 22,727 SF

16. OUTDOOR PATIO	1,535 SF
17. OUTDOOR PLAY GROUND	3,195 SF
TOTAL AREA +/-	4,730 SF

66 PARKING STALLS

SCALE: 1"=50'-0"



G.V. Daniels Recreation Center



1-0

10/18/2022



CITY OF
ABILENE
TEXAS



Cesar Chavez Site & Design



LEGEND

- 1. ENTRY LOBBY / CIRCULATION LOUNGE 3,430 SF
- 2. ADMINISTRATION 1,100 SF
- 3. YOUTH/DANCE ROOM 1,430 SF
- 4. CLASSROOM/PARTY/CRAFT ROOM 950 SF
- 5. 25 PERSON CLASSROOM 800 SF
- 6. SENIOR LOUNGE 1,580 SF
- 7. HEALTHY COOKING/PREP KITCHEN 415 SF
- 8. W/LOCKER/RESTROOM/CHANGING 1,086 SF
- 9. W/LOCKER/RESTROOM/CHANGING 1,086 SF
- 10. UNISEX/FAMILY CHANGING 300 SF
- 11. HIGH SCHOOL GYMNASIUM 5,935 SF
- 12. WALKJOG TRACK 1,840 SF
- 13. FITNESS & WEIGHTS 1,380 SF
- 14. INDOOR PLAY 735 SF
- 15. BUILDING SUPPORT 790 SF

TOTAL AREA +/- 22,727 SF

16. OUTDOOR PATIO 1,535 SF

95 PARKING STALLS

SCALE: 1"=50'-0"



Cesar Chavez Recreation Center at Sears Park



2-0

04/14/2021





Recreation Centers Proposed Cost

Cesar Chavez Rec. Center		GV Daniels Rec. Center	
Facility Area	\$ 22,722	Facility Area	\$ 22,722
Facility Budget	\$ 9,515,920	Facility Budget	\$ 9,515,920
Total Site Area	\$ 49,053	Total Site Area	\$ 49,053
Acres	\$ 1.13	Acres	\$ 1.13
Total Site Budget	\$ 536,167	Total Site Budget	\$ 603,057
Total Soft Costs	\$ 3,866,038	Total Soft Costs	\$ 3,842,462
Total Budget	\$ 13,918,125	Total Budget	\$ 13,961,438

RECREATION CENTER				Facility Area	Budget	Facility Area	Budget	
				22,722	\$9,515,920	22,722	\$9,515,920	
SITE PROGRAM ELEMENTS				Site Area	Budget	Site Area	Budget	
				44,594	\$502,811	44,594	\$502,811	
SITE CONSTRUCTION AREA				Site Area	Budget	Site Area	Budget	
				4,459	\$33,356	4,459	\$100,246	
OFF-SITE CONSTRUCTION				Site Area	Budget	Site Area	Budget	
				-	\$0	-	\$0	
SOFT COSTS			New	Unit	FFE Space Area	Budget	FFE Space Area	Budget







History - 2017 Community Survey Results Kirby Lake Improvements

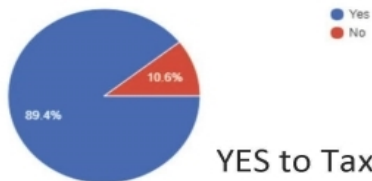
Please select the activities you would like to see added or enhanced?

Top 7	Votes	Percent
Hiking/Biking	548	73.8
Fishing	469	63.1
Nature Play(scape) areas	395	53.2
Camping	352	47.4
Boating	300	40.4
Bird/Nature Watching	278	37.4
Nature Education	264	35.5

Please note: This question has the option to add an "Other" response. Those responses are not reflected in this report.

As a citizen would you support tax dollars being used to fund these improvements?

743 responses



YES to Tax Funding





Housing and Population Growth Data

- 2021 – 2022 approximately 360 newly constructed homes sold/built within two mile radius of Kirby Lake
- At minimum 500 platted residential lots proposed to be constructed
- 240 newly constructed apartment units
- Additional housing developments are currently being constructed or have been completed

(Source: City of Abilene Planning and Development)





Kirby Lake Trail System Proposed Cost



Innovative approaches
Proven results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	Kirby Lake Trail	DATE	2/9/2023
CLIENT	City of Abilene	GROUP	1155
% SUBMITTAL	Planning Level Cost Summary	PM	Bryan Janhsen

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Bryan Janhsen	Henry Hartshorn	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
DEMO					
1	Construction Staking/Surveyor	1	AL	\$ 25,000.00	\$ 25,000
2	Temporary Project Signage	5	EA	\$ 500.00	\$ 2,500
3	Tree Protection Fencing (install and remove)	1	AL	\$ 150,000.00	\$ 150,000
4	Trail Clearing	26,000	LF	\$ 25.00	\$ 650,000
5	Primitive Trail Clearing	5,400	LF	\$ 7.50	\$ 40,500
9	Erosion Control Fencing (install and remove)	36,000	LF	\$ 6.50	\$ 234,000
10	Trail Excavation/Temporary Stockpile	5,800	CY	\$ 23.00	\$ 134,000
11	Misc. Demo	1	AL	\$ 25,000.00	\$ 25,000
12	Boilard line clearing (on dam)	3,700	LF	\$ 2.00	\$ 7,400
TRAIL SITE WORK					
13	12" Concrete Trail	26,000	LF	\$ 108.00	\$ 2,808,000
14	Parking Lot Paving (Belhway S)	18,500	SF	\$ 11.00	\$ 203,500
15	Mill Ex HMAAC Pavement (0"-2") (Seg A)	1,660	SY	\$ 18.00	\$ 29,880
16	Prepare Subgrade of Existing Service Drive (20' paving section)(Seg A)	2,365	SY	\$ 22.50	\$ 53,213
17	Prepare Subgrade of Existing Service Drive (20' paving section)(Seg B)	14,500	SY	\$ 22.50	\$ 326,250
18	Prepare Subgrade of Existing Service Drive (20' paving section)(Seg C)	4,500	SY	\$ 22.50	\$ 101,250
19	Overlay 2" HMAAC with Tack Coat (Seg A)	2,365	SY	\$ 20.00	\$ 47,300
20	Overlay 2" HMAAC with Tack Coat (Seg B)	14,500	SY	\$ 20.00	\$ 290,000
21	Overlay 2" HMAAC with Tack Coat (Seg C)	4,500	SY	\$ 20.00	\$ 90,000
22	Refl. Pavement Marking Type 1 (V)(4") (SOLID) (Seg A)	1,050	LF	\$ 2.50	\$ 2,625
23	Refl. Pavement Marking Type 1 (V)(4") (SOLID) (Seg B)	6,515	LF	\$ 2.50	\$ 16,288
24	Refl. Pavement Marking Type 1 (V)(4") (SOLID) (Seg C)	2,015	LF	\$ 2.50	\$ 5,038
25	Prefabs Pedestrian Bridge (non-vehicular rated)(12' wide)	150	LF	\$ 1,500.00	\$ 225,000
26	Pedestrian Bridge Abutments	2	EA	\$ 20,000.00	\$ 40,000
28	Low Water Crossing (50')	1	EA	\$ 60,000.00	\$ 60,000
29	Low Water Crossing (25')	3	EA	\$ 40,000.00	\$ 120,000
32	Finished Grading on Either Side of Trail	1	LS	\$ 350,000.00	\$ 350,000
33	Solid Sod (common bermuda)	131,000	SF	\$ 0.65	\$ 85,150
34	Hydroseeding (common bermuda)	1	AL	\$ 60,000.00	\$ 60,000
35	Vegetative watering	1	AL	\$ 30,000.00	\$ 30,000
TRAIL AMENITIES					
36	Trail Head Feature	3	EA	\$ 45,000.00	\$ 135,000
37	Picnic Table and Concrete Pad	6	EA	\$ 10,000.00	\$ 60,000
38	Water Fountain/Hookup	1	EA	\$ 15,000.00	\$ 15,000
39	Pet Waste Station	20	EA	\$ 1,000.00	\$ 20,000
40	Trash Receptacle	20	EA	\$ 3,000.00	\$ 60,000
41	Solar Powered/Cellular Safety Beacon (incl. foundation)	10	EA	\$ 12,000.00	\$ 120,000
42	Public Work Bike Stand	2	EA	\$ 2,500.00	\$ 5,000
SUBTOTAL					\$ 6,637,893
CONTRACT CONTINGENCY (10%)					\$ 663,789
SUBTOTAL					\$ 7,301,682
MOBILIZATION (5%)					\$ 365,084

PROJECT NAME	Kirby Lake Trail	DATE	2/9/2023
CLIENT	City of Abilene	GROUP	1155
% SUBMITTAL	Planning Level Cost Summary	PM	Bryan Janhsen

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Bryan Janhsen	Henry Hartshorn	

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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CONSTRUCTION TOTAL (2023 COSTS)	\$	7,666,766
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BASIC AND SPECIAL PROFESSIONAL SERVICES (12%)	\$	920,012
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PROJECT TOTAL (2023 COSTS)	\$	8,586,778
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CITY OF
ABILENE
TEXAS

STATE OF TEXAS

§

COUNTY OF TAYLOR

§

§

**LEASE AGREEMENT WITH
TEXAS TRAILS COUNCIL**

THIS AGREEMENT is entered into as of this ____ day of July, 2023, by and between the City of Abilene and the Parks and Recreation Board of the City of Abilene, (hereinafter referred to as "Lessor"), and Texas Trails Council, (hereinafter referred to as "Lessee").

The terms "Lessor" and "Lessee" shall be construed in the singular or plural, as they may respectively represent one or more parties.

RECITALS:

WHEREAS, Texas Trails Council desires to lease space suitable for use by Boy Scout Troops that is suitable for the Troop's meetings and activities; and

WHEREAS, the City of Abilene has a suitable facility located in Rose Park; and

WHEREAS, the City of Abilene and the Parks and Recreation Board of the City of Abilene agrees that it is in the public interest to lease the premises described in the attached Exhibit A to Texas Trails Council for use as a meeting location for the Boy Scout Troop that they sponsor;

NOW THEREFORE, for and in consideration of the covenants, promises and agreements set forth herein, it is mutually agreed as follows:

ARTICLE 1

PREMISES, PURPOSE, AND RESTRICTIONS

A. DESCRIPTION OF PREMISES LEASED

Lessor hereby leases and demises unto the Lessee the following described property, to-wit:

Being 0.374 Acres out of the Old Fair Grounds, presently called Rose Park, Abilene, Taylor County, Texas and being more partially described as follows:

BEGINNING at a point in the North line 20' Alley from whence the Northwest corner of Lot 29, W. J. Young's Subdivision of part of the B. Austin Survey No.91 (Lying West of Meander)

Bears South 20 feet and being the Southwest corner of the Boy Scout Tract;

THENCE North a distance of 181.88 feet, for the Northwest corner of this tract:

THENCE North 88°50.5'East a distance of 90 feet, for the Northeast corner of the tract;
THENCE South 0°001/2'East a distance of 182.73 feet, for the Southeast corner of this tract;
THENCE South 89°24'West a distance of 90 feet, for the Southwest corner of this tract and the place of beginning containing .374 acres, more or less.

The premises is shown on the attached Exhibit "A", together with all improvements thereon, and as shown on the attached Exhibit "A."

B. PURPOSE OF LEASE AND RESTRICTIONS

The premises herein leased shall be used solely for the purpose of meetings and activities of the Boy Scout Troop under Texas Trails Council, and for no other purpose. If, during the term of this Agreement, the premises ceases to be used for the stated purpose, the premises and all improvements thereon shall revert to Lessor.

C. IMPROVEMENTS

Lessee shall not construct any improvements upon the leased premises without the prior written approval of Lessor. Any plans or specifications for any improvements to be constructed upon the leased premises shall be submitted to Lessor for its written approval not less than thirty (30) days prior to the beginning of such construction, and said construction shall not begin unless and until Lessor's written approval is obtained.

D. SIGNS

Lessee shall not place any signs at, on, or about the premises except as and where first approved in writing by the Lessor.

**ARTICLE II
OBLIGATIONS OF LESSEE**

A. MAINTENANCE

Lessee shall, at its sole cost and expense, and throughout the term of this Lease, maintain the lease premises and the improvements and the appurtenances thereto in good condition and repair and in a safe and presentable condition. Lessee shall repair any damages to the lease premises and shall maintain and repair all improvements and equipment thereon. All maintenance, repairs and replacements shall be of quality equal to the original in materials and workshop. Upon the termination or expiration of this Lease, all of the improvements upon the

premises shall revert to and become the property of the Lessor and shall be surrendered with the premises as part thereof.

B. UTILITIES

Lessee hereby covenants to be responsible for and to pay for all utilities used in the leased premises and to be responsible for their proper care.

C. INDEMNITY AND INSURANCE

1. INDEMNITY

It is agreed for all purposes hereunder, Lessee shall not, with respect to its acts or omissions, to be deemed an agent or employee of the Lessor.

Lessee agrees to indemnify, hold harmless and defend Lessor, its officers, agents and employees, from any against all liability for all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including court costs and attorneys' fees and other reasonable costs) occasioned by the Lessee's occupancy or use of the leased premises and/or activities conducted in connection with or incidental to this Agreement and arising out of or resulting from the intentional acts or negligence, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part upon the negligent or intentional acts or omissions of Lessee, including but not limited to its officers, agents, employees, licensees, invitees, and other persons.

Lessee further agrees that it shall at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, agents, employees, customers, visitors, licensees, invitees and other persons, as well as their property, while in or on the leased premises. It is expressly understood and agreed that the Lessor shall not be liable or responsible for the negligence of Lessee, including but not limited to its officers, agents, servants, employees, customers, visitors, licensees, invitees and other persons.

Further, Lessor assumes no responsibility or liability for harm, injury, or any damaging events which are directly or indirectly attributable to premises defects, real or alleged, in existing improvements or any improvements constructed by Lessee which may now exist or which may hereafter arise upon the premises, responsibility for any and all such defects being expressly assumed by Lessee. Lessee understands and agrees that this indemnity provision shall apply to any and all claims, suits, demands, and/or actions based upon or arising from any such premise defects or conditions, including but not limited to any such claim asserted by or on behalf of Lessee, including but not limited to any of its

officers, members, agents, employees, customers, visitors, licensees, invitees or other persons. Responsibility for all such defects is expressly assumed by the Lessee.

It is further agreed with respect to the above indemnity, that Lessor and Lessee will provide the other prompt and timely notice of any event covered which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Lessee or Lessor, and Lessor shall have the right to compromise and defend the same to the extent of its own interests.

Both Lessor and Lessee expressly intend this contract's indemnity provision to require Lessee to indemnify and protect the Lessor from the consequences of the Lessor's own negligence while Lessor is participating in this contract where that negligence is a concurring cause of the injury, death, or damage. Furthermore, the indemnity provided for in this agreement shall have no application to any claim, loss, damage, cause of action, suit, and liability where the injury, death or damage results from the sole negligence of the Lessor, unmixed with the fault of any other person or entity.

2. INSURANCE

Lessee agrees to provide and maintain the following types and amounts of insurance, for the term of this Lease:

<u>TYPE</u>	<u>AMOUNT</u>
<u>Comprehensive General (Public) Liability</u> – to include (but not limited to) the following:	
A. Premises/Operation	Combined Single Limit for Bodily Injury and Property Damage: <u>\$500,000</u> – per Occurrence
B. Independent Contractors	
C. Personal Injury	
D. Products/Completed Operations	
E. Contractual Liability (to include the indemnity provision herein)	

The preceding amounts notwithstanding, Lessor reserves the right to increase the minimum required insurance to be effective thirty (30) days after notice is sent to the address provided herein.

D. OTHER INSURANCE REQUIREMENTS

Lessee agrees to maintain the type and amounts of insurance required in this contract throughout the term of the agreement. Lessee is solely responsible for providing the required

certificates of insurance. The Lessor may terminate this agreement if the Lessee fails to timely comply with the insurance requirements.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Risk Management office for the adequacy as to form, content, form of protection, and providing company.

The required insurance naming the Lessor as additional insured shall be primary insurance and not contributing with any other insurance available to Lessor, under any third party liability policy.

Prior to execution of this Agreement, be provided through the office of the City Secretary with Certificates of Insurance evidencing the above requirements. Thereafter new certificates shall be furnished prior to the expiration date of any prior certificate.

Lessee further agrees that required liability insurances and their certificates must:

1. Name the City as an additional insured for operations under this contract.
2. Provide for 30 days advance written notice of cancellation or material change.

E. COMPLIANCE WITH LAWS

Lessee its agents, employees and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Abilene, and all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies. Lessee must obtain all necessary permits and licenses that are required in completing the work contracted for in this agreement.

F. ACCEPTANCE OF PREMISES

Lessee accepts occupancy of the premises as is. Lessor makes no warranty that the premises comply with Federal, State, or local laws regarding accessibility for the disabled or, presence or absence of asbestos, or presence or absence of lead based paint products. If it becomes necessary during the life of this lease to take remedial measures for the abatement of asbestos, lead, chemical or any and all petroleum products that were in place on the leased premises as of July ____, 2023, the date of the prior Lease between both parties. Lessee shall have the option to bear the cost for such remedial measures or Lessee may elect to cancel the Lease as provided in this Agreement.

ARTICLE III
ASSIGNMENT AND TERMINATION

A. ASSIGNMENT, TRANSFER

Lessee may not assign any interest under this contract without the Lessor's prior written consent.

B. TERMINATION

Upon the violation of any of the foregoing terms, or conditions, which shall continue for twenty (20) successive days following the notice of said violation from Lessor to Lessee, the Lessor may declare this Lease forfeited at its discretion without further notice and its agents or attorney shall have the power to enter and hold, occupy and repossess the entire premises hereinbefore described, as before the execution of this Agreement.

ARTICLE IV
GENERAL PROVISIONS

A. DAMAGE OR DESTRUCTION OF PREMISES.

In the event the Leased Premises shall be totally destroyed or sustain substantial damage by fire, storm, explosion, earthquake, or any other peril or casualty, then either Lessor or Lessee may cancel this Lease, provided written notice of such cancellation is given one to the other, within thirty (30) days, from the date of said destruction or damage.

B. TERM OF LEASE

The term of this lease shall be five (5) years, beginning the ____ day of July, 2023, and ending at midnight on the ____ day of July, 2038. After this term has expired, this Lease agreement may be renewed thereafter for a like successive term of five (5) years at the option of the Lessee, subject to agreement of Lessor. Lessee's election to exercise this option shall be set forth in writing to the Director of Parks and Recreation no later than sixty (60) days before the expiration of the primary term of this Agreement.

C. AGENT

The agent for Lessor shall be the Director of Parks and Recreation. The agent for Lessee shall be President of the Texas Trails Council.

D. PAYMENT

Lessee agrees to pay to Lessor the sum of Fifty Dollars (\$50.00) at the beginning of each five year lease and other good and valuable consideration for this Lease.

E. DISSOLUTION OR BANKRUPTCY

In the event that the Lessee dissolves or becomes bankrupt, or shall make a voluntary assignment for the benefit of creditors, or in the event that a receiver of the Lessee shall be appointed, then Lessor has the option to terminate this Lease Agreement.

F. VENUE

Venue for any action arising under this Lease shall be in Abilene, Taylor County, Texas.

G. GOVERNING LAW

This Lease is governed by and shall be interpreted under the laws of the State of Texas.

H. NOTICE

All notices required to be given hereunder shall be in writing, mailed by Certified Mail, and addressed as follows:

To Lessee: Mark Conrad

Scout Executive/CEO
Texas Trails Council
3811 North 1st Street
Abilene, Texas 79603

To Lessor:

Director of Parks and Recreation
City of Abilene
P.O. Box 60
Abilene, Texas 79604

I. AMENDMENT

This Lease Agreement may not be amended except in writing, executed by both parties.

J. ENTIRE AGREEMENT

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.

K. SEVERABILITY

The invalidity or unenforceability of any term or provision here shall not affect the validity or enforceability of any other term(s) or provision(s) of this Agreement.

L. AUTHORITY

The person or persons executing and signing this Agreement on behalf of the Lessee warrants that he/she is fully authorized to execute the Agreement and to legally bind Lessee to all terms and provisions of the Agreement.

Executed this ____ day of July, 2023.

LESSOR:

CITY OF ABILENE

By: _____
City Manager

LESSEE:

TEXAS TRAILS COUNCIL

By: Mark Conrad
Printed Name: Mark Conrad
Title: Scout Executive / CEO

APPROVED:

By: _____
City Attorney

ATTEST:

X By: Michele Lewis
Printed Name: Michele Lewis
Title: Administrative Assistant Manager

ATTEST:

By: _____
City Secretary

EXHIBIT "A"

Being 0.374 Acres out of the Old Fair Grounds, presently called Rose Park, Abilene, Taylor County, Texas and being more partially described as follows:

BEGINNING at a point in the North line 20' Alley from whence the Northwest corner of Lot 29, W. J. Young's Subdivision of part of the B. Austin Survey No.91 (Lying West of Meander) Bears South 20 feet and being the Southwest corner of the Boy Scout Tract;

THENCE North a distance of 181.88 feet, for the Northwest corner of this tract:

THENCE North $88^{\circ}50.5'$ East a distance of 90 feet, for the Northeast corner of the tract;

THENCE South $0^{\circ}001/2'$ East a distance of 182.73 feet, for the Southeast corner of this tract;

THENCE South $89^{\circ}24'$ West a distance of 90 feet, for the Southwest corner of this tract and the place of beginning containing .374 acres, more or less.

Scout Hut Inventory

<u>ITEM</u>	<u>QUANTITY</u>
Military Canteens	10
Red Water Bottles	10
Mess Kits	18
First Aid Kit (Red Tool Box)	1
Military Flashlight	12
Coleman 1lb. Propane Bottles	4
10 Gallon Water Cooler	1
Propane Bottle Stand	3
Camping Stove	5
Single Burner Propane Stove	1
Medium Cooler	2
Croquet Set	1
Camping Chair	4
Tent	3
Fish Basket for Grill	1
Sleeping Bags	7
Misc Air Mattress & Pool Floats	
Misc. Army Gear (Goggles, pouches, etc)	
Large Bag & Tent Poles	1 Each
Used Door Knobs	2
New Door Knobs	2
New Heavy Duty Camp Grill	1
New Propane Burner attachment	1
Camping Wok	1
Propane Lantern with Case	1
Kerosene Lanterns	3
Orange Life Vest	2
Dining Table	2
wooden Dining Chairs	4
Sony 34" TV with Stand	1
Blue Tool Cabinet with Drawers (Locked)	2
Metal Folding Chairs	35
Craftsman Table saw with Blade	1
5 Gallon Bucket of Wall Paint	5
2.5 Gallon Bucket of Wall Paint	1
4'x2' Water tight Storage crates (Green)	2
Ping Pong Table	1
Fishing Rods	11
1lb Ozark trail propane bottle	1
Army canvas Duffel Bag	3
Wooden Jig	1
Misc. Janitorial Supplies	
Large tote of Tarps	1
Refridgerator	1

Stove	1
Microwave with Stand	1
Cast Iron Skillets	7
Cast Iron Griddle	1
Cast Iron Dutch Oven	1
Extra Large Cooler (white)	2
Regular Skillet	2
Stainless Steel Mixing Bowl	1
Knife Block	1
Steak Knives	3
Chefs Knives	4
Extra Large Stock Pot with Lid	1
Regular Stock Pot	1
Grill Pan	1
Grill Pan Racks	5
Plastic Drinking Cups	12
Tupperware Bowls	3
Electric Knife	1
Sun Tea Jar	1
Various Utensils	3 Drawers
Strainer (Red)	1
Electric Skillet	1
Coffee urn	1
Medium Crockpot	1
Black Leather Couch	1
Piano & Bench	1
Roll Top Desk	1
Small Black Charcoal Grills	2
Steel Clothing Rack	2
Hiking Backpacks	11



Boy Scout Building Lease



Rose Park Location



Lease Agreement Information

- Agreement with Texas Trails Council (Lessee)
- Lessee Maintains and Repairs Facility
- Lessee Pays Utilities
- Lease Term of (5) Five Years w/ (5) Year Option to Renew
- Lease Amount of \$50 for Each (5) Five Year Term





Improvements to Kirby Lake Softball Complex



Proposed Kirby Lake Softball Complex Improvements

Dugout Improvements:

- Request Made By Wylie Fastpitch Softball
- Request to Replace (8) Eight Existing Dugouts
- Proposed Cost \$76,400
- No Cost to City Funds





Aquatics Report



Adventure Cove Seasonal Updates

- Weekends Only
 - Saturday 11am - 7pm
 - Sunday 1pm - 7pm





Parks Report



Vaughn Camp: Repaired Tennis/Pickleball Net



BBQ Grill Replacements: Scarborough, Johnson, and Stevenson Parks



Cobb Playground:

Crawl Tube Replacement





Recreation Report



A promotional poster for the Fall Coed Kickball League. The background is a night scene of a stadium with bright lights. The title 'FALL COED KICKBALL LEAGUE' is in large, bold, white letters. Below the title, there are three circular icons: a calendar showing 'Sept 17', a clock, and a location pin. To the right of these icons is text detailing the schedule and location. Further down, the cost '\$45 PER PLAYER' is highlighted in yellow, followed by registration information. At the bottom, a yellow banner contains the sign-up website and registration dates. A red kickball is shown in the bottom left corner. The City of Abilene Parks & Recreation logo is in the bottom right corner.

**FALL COED
KICKBALL LEAGUE**

 **GAMES HELD EVERY THURSDAY STARTING
SEPTEMBER 7 & ENDING ON OCTOBER 26**

 **GAME TIMES: 6:05 PM • 7:05 PM • 8:05 PM**

 **T BONE WINTERS FIELD • ROSE PARK**

\$45 PER PLAYER
REGISTER AS A TEAM OR SIGN UP AS A FREE AGENT
Teams must have 10-12 players & at least 2 women

**SIGN UP AT
ABILENETX.GOV/SIGNUP**
Registration open August 1 - September 6

QUESTIONS? (325) 676-6445


**PARKS &
RECREATION**
CITY OF ABILENE TEXAS

Fall Coed Kickball

- \$45 Per Player
- 10 - 12 Players Per Team
- Games Every Thursday /
September Thru October
- T Bone Winters Field - Rose
Park

Dog Training Classes

- Basics to Beginners
- 10 Weeks Up To 7 Months & Over 7 Months
- Tuesdays and Thursdays
- Cobb Recreation Center
- Registrations Open August 4th - End September 1st
- Go To abilenetx.gov/signup

PARKS & RECREATION
CITY OF ABILENE TEXAS

PUPPY BASICS

TRAINING FOR PUPPIES FROM 10 WEEKS UP TO 7 MONTHS

TUESDAY CLASS September 5 through October 10
Every Tuesday, 6:00pm to 7:00pm
No dogs at the first class!

WHERE Cobb Recreation Center
2302 State Street

COST \$105 per dog
Registration Open Aug 4 - Sept 1
[ABILENETX.GOV/SIGNUP](http://abilenetx.gov/signup)

Learn how to handle normal puppy issues, from potty training & chewing to walking on a leash - all while making learning fun! Please bring proof of Rabies, Distemper, Parvo, and Bordetella vaccinations. VACCINES MUST BE GIVEN BY A VETERINARIAN. HUMANS MUST BE AT LEAST 16 YEARS OLD.



PARKS & RECREATION
CITY OF ABILENE TEXAS

BEGINNER BASICS

DOG TRAINING FOR DOGS OVER 7 MONTHS OLD

TUESDAY CLASS September 5 through October 10
Every Tuesday, 7:15pm to 8:15pm
No dogs at the first class!

WHERE Cobb Recreation Center
2302 State Street

COST \$105 per dog
Registration Open Aug 4 - Sept 1
[ABILENETX.GOV/SIGNUP](http://abilenetx.gov/signup)

Learn basic obedience while making learning fun & effective! No dog is "too old" to learn new skills!

Please bring proof of Rabies, Distemper, Parvo, and Bordetella vaccinations. VACCINES MUST BE GIVEN BY A VETERINARIAN. HUMANS MUST BE AT LEAST 16 YEARS OLD.



PARKS & RECREATION
CITY OF ABILENE TEXAS

PUPPY BASICS

TRAINING FOR PUPPIES FROM 10 WEEKS UP TO 7 MONTHS

THURSDAY CLASS September 7 through October 12
Every Thursday, 7:15pm to 8:15pm
No dogs at the first class!

WHERE Cobb Recreation Center
2302 State Street

COST \$105 per dog
Registration Open Aug 4 - Sept 1
[ABILENETX.GOV/SIGNUP](http://abilenetx.gov/signup)

Learn how to handle normal puppy issues, from potty training & chewing to walking on a leash - all while making learning fun! Please bring proof of Rabies, Distemper, Parvo, and Bordetella vaccinations. VACCINES MUST BE GIVEN BY A VETERINARIAN. HUMANS MUST BE AT LEAST 16 YEARS OLD.



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Seniors



ROSE PARK SENIOR ACTIVITY CENTER

**WEDNESDAY,
AUGUST 30TH
9:00AM
REGISTER IN THE
OFFICE**

**8 BALL
TOURNAMENT**

8 Ball Tournament

- Wednesday, August 30th @ 9:00am
- 1st & 2nd prizes
- Register in Rose Seniors Office



TUESDAY EVENING FITNESS CLASS

5:30pm-6:30pm



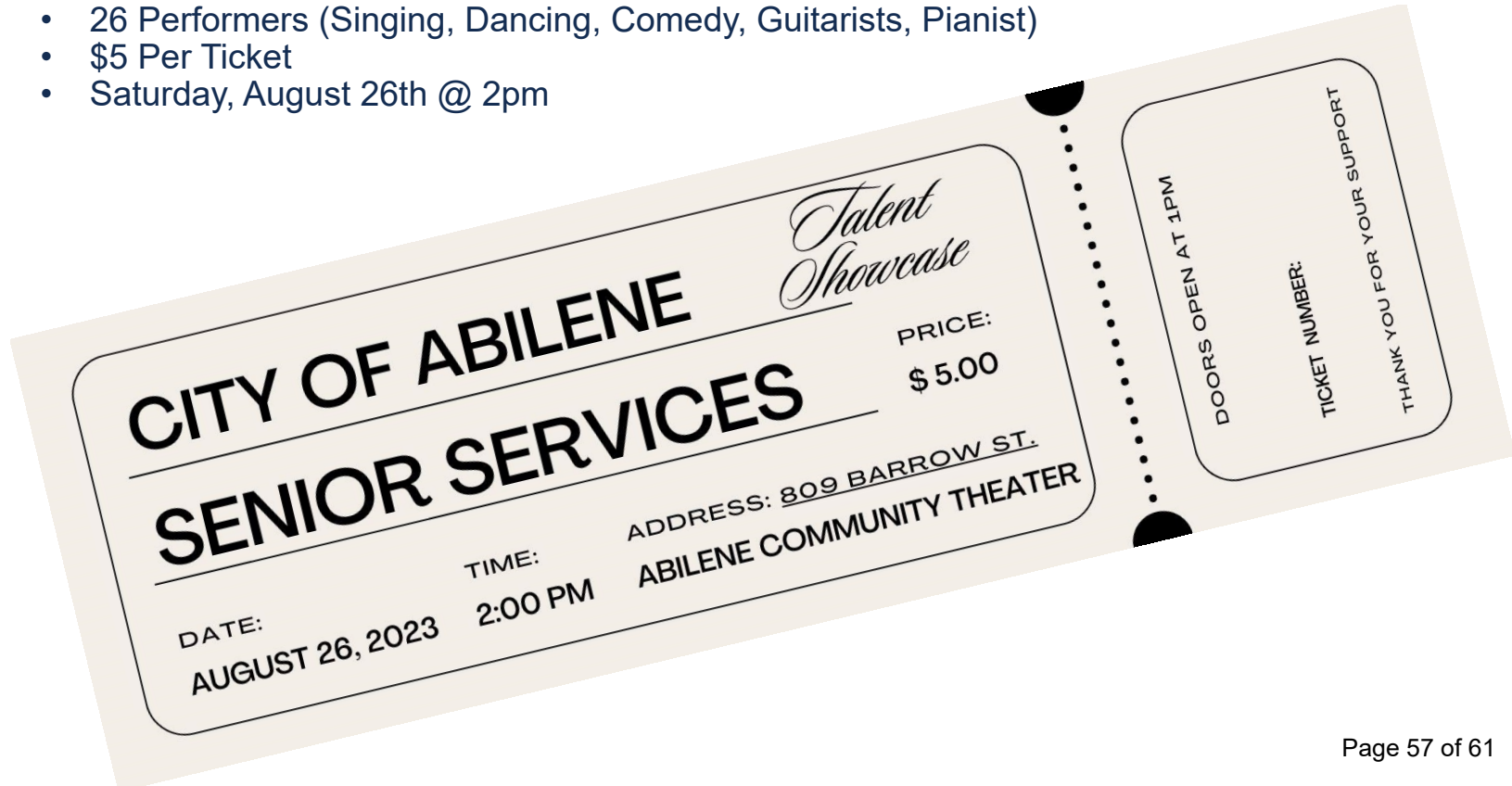
Led by a professional Physical Therapist

Tuesday Evening Fitness Class

- Part of our Tuesday Extended Hours Initiative
- Every Tuesday from 5:30-6:30pm
- Class is led by Maddy Shelburne, Professional Physical Therapist

Tickets Are on Sale for Our Annual Senior Talent Showcase

- 26 Performers (Singing, Dancing, Comedy, Guitarists, Pianist)
- \$5 Per Ticket
- Saturday, August 26th @ 2pm





Upcoming Events



**Friday, Sept. 8th
5:00pm**



*Pecos and the
Rooftops*



TEXAS *KH* SOUL
Kirk House



Upcoming Events



Saturday, Sept. 23, 2023

- Infamous Bluey, character appearances
- Included with Regular Admission

Big Blue Breakfast (not included with admissions)

- Up-charged Ticketed Event
- Earlier access to Bluey
- Pancakes by IHOP, assorted fruits, juice

All Kinds Adoption Event

- 8-10 dogs
- Onsite approvals
- Photo Opportunities



MEMBERS AFTER-HOURS

Tuesday, September 26 at 6:00PM
Abilene Zoological Society Meeting at 6:30 PM

