



THE CITY OF CHANDLER CITY COUNCIL WILL MEET FOR A SPECIAL SCHEDULED MEETING
TUESDAY, FEBRUARY 18, 2014 IN THE CITY HALL OF CHANDLER, TEXAS AT **6PM**

AGENDA

- A. CALL TO ORDER
- B. PLEDGE TO THE FLAG
- C. INVOCATION
- D. ROLL CALL AND ANNOUNCE IF A QUORUM IS PRESENT
- E. AGENDA CHANGES

VISITORS/CITIZENS FORUM: At this time, any person (Limited to the first five to sign up, each will be allowed 3 minutes). with business before the Council not scheduled on the agenda may speak to the Council. **No formal action may be taken on these items.**

F. REGULAR SESSION: Subjects to be discussed or upon which any formal action may be taken are as follows:

1. Consider and act on awarding administrative services for the City's 2013/2014 TDHCA HOME Grant.
2. Consider and act on agreement between the City of Chandler and BMC Baseball League.
3. Consider and act on awarding the bid for the River Park Project.
4. Consider and act on awarding the Winchester Park Pavilion Contract.

G. Adjournment

In compliance with the Americans with Disabilities Act, the City of Chandler will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Shirley Parmer, City Secretary at 903 849-6853

CERTIFICATION

I certify that a copy of the February 18, 2014, Special agenda of items to be considered by the Chandler City Council was posted on the City Hall bulletin board on February 13, 2014.

Shirley Parmer, City Secretary

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of _____, 20____.

Title

Resource Management & Consulting Co.

3729 Lamar Avenue, Paris, TX 75482

Response to Request for Proposal

CITY OF CHANDLER

Texas Department of Housing and Community Affairs

Resource Management & Consulting Co.

Community Development Consultants

3727 Lamar Ave., Paris, Texas 75460

Phone (903) 784-6439

Fax (903) 784-2940

charles@grant-consultant.com

February 5, 2014

City of Chandler
811 Hwy 31 East
Chandler, TX 75758

RE: Response to Request for Proposal
Administration/Management/Consultant Services

Dear Sir/Madam:

Thank you for the opportunity to submit this proposal to provide contract management services for your Texas Department of Housing and Community Affairs (TDHCA) Grant Program.

We operate a small firm that is service oriented. The success of our firm is based on the personal relationship we have with our clients and the personal service we provide them.

We believe that we can effectively service your community. We will be responsible for coordinating the project, making sure that all state and federal regulations are observed, keeping the project on a timely schedule, and insuring that the City's interests are pursued and protected.

We have outlined information provided in this proposal as follows:

- Professional qualifications and abilities - A statement of qualifications is provided in this proposal to emphasize to you that through education and experience we have all the qualifications and abilities necessary to implement a successful project in a timely manner.
- Experience with grant writing and administration of grant programs - We understand and have the capacity to provide the attention to details and timing that these programs require. We have an extensive familiarity with their rules and regulations. Provided is a recent list of cities and counties where TXCDBG and TDHCA funded projects among others have been successfully completed, as well as projects now in progress.
- Services and cost estimate - We have provided a sample contract agreement to include professional management scope of services and a cost estimate in this proposal.

Please let us know if additional information is required, or if you have any questions.

Sincerely,



Charles Edwards
Owner/Consultant

Statement of Qualifications

Resource Management & Consulting Co. is a consulting firm practicing in north and northeast Texas for over 20 years. The principals are active in the Texas Community Development Block Grant Program as managed by HUD and administered by the State of Texas. The firm specializes in the administration of State and Federal programs in conjunction with or on behalf of local jurisdictions.

Resource Management & Consulting Co. provides many specialized services, tailored precisely to meet the needs of communities such as yours.

Management and planning services include:

- Developing grant and loan applications
- Administering grant and loan projects
- Comprehensive plans
- Land use regulations
- Enterprise Zone Designation
- Historic Districts and Main Streets
- Cost effective studies
- Utility rate studies
- Earnings/expense projects

Charles Edwards' experience includes successful writing and administering of grant applications including the Texas Department of Agriculture, Texas Department of Housing & Community Affairs, Texas Municipal Solid Waste, State Energy Conservation Office and Texas Parks & Wildlife. He has proven his management and organizational skills through various grant projects. Additionally, his extensive construction background has provided him with the organizational skills to complete projects on time. Charles has a Bachelor of Science degree from Texas A&M – Commerce.

Rachel Edwards' experience includes working comprehensively with HOME Owner-Occupied Housing Assistance and Homebuyer Assistance programs as well as with the Texas Department of Agriculture. She excels in the areas of grant writing and project administration. She, too, researches additional funding sources from federal, state and private foundation grants. Rachel has a Bachelor of Science degree from Texas A & M – Commerce.

Denise Dority has extensive experience in the successful writing and administering of Community Development Block Grants, during previous employment and as a private consultant. In addition, Denise has experience with funding sources and contract administration for other government programs such as USDA Rural Development, TDA, EDA, TxDOT, NRCS, FEMA, TP&W and has proven ability to perform in an accurate and timely manner. Denise has provided for the successful implementation and closeout of many Community Development programs in and around north and northeast Texas.

Larry Dority has provided audit services for many Community Development Block Grants. His expertise involved not only the scrutinizing of financial management, but equal opportunity requirements, labor standards requirements, and other federal compliance auditing. Larry received his degree in Business Administration in 1973 and became a Certified Public Accountant in 1975.

Relevant experience with federal Community Development programs, through the Texas Department of Agriculture and Texas Department of Housing and Community Affairs include but are not limited to the following:

City of Alba
Orvin Carroll, Mayor
P. O. Box 197
903/765-2396

2011 TDHCA HOME Reservation System
2007 TxCDBG Water Improvements Project
2003 TCDP Street Paving & Drainage Project
1998 TCDP Sewer Improvements Project
1993 TCDP Water System Improvements Project

City of Annona
George English, Mayor
P.O. Box 107, 75550
903/697-3681

2012 TXCDBG Water & Sewer Improvements Project
2011 TDHCA HOME Reservation System
2010 TxCDBG Disaster Relief Project - Drainage
2009 TDHCA HOME Program Owner-Occupied
2008 TxCDBG STEP Wastewater System Improvements Project
2006 TDHCA HOME Program Owner-Occupied
2006 TCDP STEP Water Improvements Project Award
2005 TCDP STEP Water Improvements Project
2002 TCDP Wastewater System Improvements Project
1998 TCDP Wastewater System Improvements Project

City of Arp
Damon Nichols, Mayor
P. O. Drawer 68, 75750
903/859-6131

2010 TxCDBG Sewer System Improvements Project
2002 TCDP Water System Improvements Project
1993 TCDP Water System Improvements Project
1989 TCDP Wastewater Collection System Improvements

City of Blossom
Stacy Prestridge, City Secretary
P.O. Box 297, 75418
903/982-5900

2011 TDHCA HOME Reservation System
2011 TxCDBG Drainage Improvements Project
2004 TCDP Wastewater Improvements Project
2000 TCDP Wastewater Improvements Project
1996 TCDP Wastewater Improvements Project

City of Bonham
Bill Shipp, City Manager
514 Chestnut, 75418
903/583-7555

2011 TDHCA HOME Reservation System
2010 TDHCA HOME Owner Occupied Housing Assistance
2008 TDHCA HOME Owner Occupied Housing Assistance
2008 TxCDBG STEP Water Improvements
2005 HOME American Dream Downpayment Initiative
2004 HOME Homebuyer Assistance Program
2003 HOME Owner Occupied Housing Assistance Program

City of Chandler
John Taylor, City Manager
811 Hwy 31E
Chandler, Tx 75758

2011 TDHCA HOME Reservation System

City of Commerce
Marc Clayton, City Manager
Marty Cunningham, City Secretary
1119 Alamo, 75428
903/886-1100

2011 TxCDBG Water and Sewer Improvements Project
2011 TDHCA HOME Reservation System
2009 TDHCA HOME Owner Occupied Housing Assistance
2005 TCDP Sewer Improvements Project
2005 HOME American Dream Downpayment Initiative
2004 HOME Owner Occupied Housing Assistance Program
2003 TCDP Water & Sewer Improvements Project
2001 HOME Homebuyer Assistance Program
2001 HOME Owner Occupied Housing Assistance Program
2000 TCDP Water & Sewer Improvements Project
2000 TDED Texas Capital Fund
2000 TCDP Housing Infrastructure Fund

Commerce Cont'd

1996 HOME Homebuyer Assistance Program
1996 HOME Interim Construction Program
1996 TCDP Housing Demonstration Fund
1992 TCDP Water Treatment Plant Project

City of Cooper

Scotty Stegall, Mayor
91 N. Side Square, 75432
903/395-2217

2012 TDHCA HOME Reservation System
2010 Texas Parks & Wildlife Small Communities Grant
2009 TDHCA HOME Owner Occupied Housing Assistance
2008, 2009 Municipal Solid Waste Grant
2007 TxCDBG Water Improvements Project
2006 TDHCA HOME Homebuyer Assistance
2005 TCDP Water Improvements Project
2004 TDHCA HOME Owner-Occupied Reconstruction
2004 TCDP Wastewater Improvements Project
2002 TCDP Wastewater System Improvements Project
2001 TCDP Y vs. M – Street Paving Project
2001 TCDP Disaster Relief Project
1999 TCDP Wastewater System Improvements Project
1997 TCDP Wastewater Main Project
1996 TCDP Sewer Improvements Project
1995 TCDP Y vs. C - Street Paving Project
1992 TCDP Housing Rehabilitation
1991 TCDP Wastewater Collection System Improvements

City of DeKalb

Abbi Baker, City Secretary
110 Grizzly Street
DeKalb, TX 75559-1800
903/667-2410

2007 TxCDBG STEP Water Project
2006 TCDP STEP Water Project
2003 TCDP Wastewater Improvements Project
2003 TCDP Street Paving and Drainage Project
2003 TCDP STEP Water Project
2001 TCDP Wastewater Improvements Project
1999 TCDP Disaster Relief Project
1999 TCDP Water Improvements Project
1997 TCDP Wastewater Improvements Project
1995 TCDP YvC - Street Paving & Drainage Project
1994 TCDP Wastewater System Improvements

City of Deport

Mike Francies, Mayor
Jackie Dangerfield, City Secretary
201 Main St., 75435
903/652-3875

2013 TxCDBG STEP Water Improvements Project
2010 TxCDBG Water Improvements Project
2008 TxCDBG STEP Water Improvements Project
2006 TDHCA HOME Owner-Occupied Program
2005 TCDP STEP Water Project
2003 TCDP Water Improvements Project
2003 TCDP Street Paving Project
2000 TCDP Water & Wastewater Improvements Project
1994 TCDP Sewer & Water Improvements Project
1993 TCDP Sewer Improvements Project
1990 TCDP Water Distribution System Improvements

City of Detroit

Stacy Taylor, City Secretary
190 E. Garner, 75436
903/674-4573

2011 TDHCA HOME Reservation System
2010 TxCDBG Street Improvements Project
2010 TxCDBG Disaster Relief Project
2009 TDHCA HOME Program Owner-Occupied
2008 TxCDBG Sewer & Water Improvements
2007 TxCDBG STEP Water Project
2006 TDHCA HOME Program Owner-Occupied

Detroit Cont'd

2004 TCDP Wastewater Improvements Project
2003 TCDP Sewer, Street & Drainage Project
2001 TCDP & TWDB Wastewater Improvements Project
1998 TCDP Wastewater Improvements Project
1994 TCDP Wastewater Improvements Project

City of East Tawakoni

Johnnie LaPrade, Mayor
288 Briggs Blvd., 75453
903/447-2444

2012 TxCDBG Sewer Improvements Project
2007 TxCDBG STEP Water Improvements Project
2000 TCDP Water & Sewer Improvements Project
1998 TCDP Comprehensive Planning Project

City of Edgewood

Charles Prater, Mayor
107 N.E. Front St, 75117
903/896-4448

2011 TDHCA HOME Reservation System
2010 TxCDBG Sewer Improvements Project
2009 TDHCA HOME Program Owner-Occupied
2007 Texas Parks & Wildlife
2006 TDHCA HOME Owner-Occupied Project
2006 TCDP STEP Sewer Improvements Project
2005 TCDP Water System Improvements Project
2004 TCDP STEP Water System Improvements Project
2003 HOME Homebuyer Assistance Project
2003 TCDP Street Paving Project
2001 ORCA STEP Water & Wastewater Improvements
1998 TCDP Water & Wastewater Improvements Project

City of Paris

Shawn Napier, City Engineer
P.O. Box 9037, 75461
903-785-7511

2011 TDHCA HOME Reservation System
2009 TxCDBG Sewer Improvements Project
2008 TDHCA HOME Owner Occupied Housing Assistance
2008 TxCDBG STEP Water Improvements Project
2003 TDHCA Homebuyer Assistance

City of Pecan Gap

Warner Cheney, Mayor
P.O. Box 69,
Pecan Gap, Tx 75469

2012 TxCDBG Street Improvements Project
2006 TCDP Sewer Improvements Project

City of Point

G.P. Aucoin, Mayor
365 N. Locust, 75472
903-598-3296

2012 TDHCA HOME Reservation System
2008 Texas Parks & Wildlife
2007 TDHCA Owner-Occupied Assistance
2007 TxCDBG Water Storage Improvements Project
2007 TxCDBG STEP Water Improvements Project
2007 TDHCA HOME Owner-Occupied Assistance
2004 TCDP Water Improvements Project
1996 TCDP Disaster Relief Project
1993 TCDP Sewer Improvements Project

City of Roxton

Janet Wheeler, City Secretary
105 Pecan Street, 75477
903-346-3535

2011 TDHCA HOME Reservation System
2009 TxCDBG STEP Water Improvements Project
2008 TDHCA HOME Owner-Occupied Housing Assistance
2008 TxCDBG Water & Sewer Improvements
2005 TCDP STEP Water System Improvements
2004 TDHCA HOME Owner-Occupied Housing Assistance
2004 TCDP Wastewater Improvements Project
1998 TCDP Comprehensive Planning Project

City of Tioga

Donna Carney, City Secretary
940-437-2351

2012 TxCDBG Sewer Improvements Project
2008 TxCDBG Wastewater Improvements

City of Trenton

Jaime Davis, City Secretary
P. O. Box 44, 75490
903/989-2237

2011 TxCDBG Sewer Improvements Project
2006 TCDP Street Paving Project
2004 TCDP Sewer Improvements Project
2003 TCDP STEP Water & Sewer Improvements Project
1997 TCDP Water & Wastewater Improvements Project

City of Trinidad

Terri Newhouse, City Administrator
P.O. Box 345, 75163
903/778-2525

2011 TDHCA HOME Reservation System
2008 TDHCA HOME Owner-Occupied Housing Assistance
2008 TxCDBG Wastewater Improvements
2004 TCDP STEP Sewer System Improvements Project
2004 TDHCA HOME Owner-Occupied Housing Assistance
2001 TCDP Wastewater Improvements Project
2000 TCDP Wastewater Improvements Project
1998 TCDP Wastewater Improvements Project

County of Delta

Herb Brookshire, County Judge
200 W. Dallas, Cooper 75432
903/395-4400

2011 TDHCA HOME Reservation System
2010 TxCDBG Disaster Relief Project
2009 TxCDBG ARRA Water Improvements Project
2008 TDHCA HOME Owner-Occupied Housing Assistance
2007 TxCDBG STEP Water Improvements Project
2004 TCDP Housing Rehabilitation/Reconstruction
1998 TCDP Disaster Relief Water Improvements Project

County of Hunt

Jimmy Hamilton, County Auditor
2500 Lee Street, 2nd Floor
Greenville, Texas 75401
(903) 408-4146

2010 TxCDBG STEP Water Improvements Project
2009 TxCDBG STEP Water Improvements Project

County of Lamar

M. C. Superville, Jr., Co. Judge
119 Main St., Paris 75460
903/737-2410

2012 TxCDBG Water Improvements Project
2010 TxCDBG Disaster Relief Project
2009 TxCDBG STEP Water Improvements
2008 TDHCA HOME Owner-Occupied Housing Assistance
2008 TxCDBG Disaster Relief
2007 TDHCA HOME Owner-Occupied Housing Assistance
2007 TxCDBG STEP LCWS Water Improvements Project
2007 TxCDBG STEP MJC Water Improvements Project
2007 TDHCA HOME Owner-Occupied Assistance
2006 TCDP STEP Emberson Water Service Project
2005 TCDP STEP Choctaw Ridge Water Service Project
2003 HOME Program Owner-Occupied Housing Assistance
2003 TCDP STEP MJC/Pinhook Water Service Project
2003 TCDP LCWS Water Service Project
2001 TCDP Disaster Relief Fund/NRCS Project
2000 TCDP First Time Water Service Project

County of Red River

Morris Harville, County Judge
400 N. Walnut, Clarksville 75426
903/427-2680

2011 TDHCA HOME Reservation System
2010 TxCDBG Disaster Relief Project
2008 TxCDBG STEP Water Improvements Project
2008 TxCDBG Disaster Relief
2008 TxCDBG Water Improvements
2006 TCDP STEP RRCWS FM114 Water Project
2006 TCDP STEP 410 WSC Water Project
2005 Non-Border Colonia Fund Water Project
2004 TCDP STEP English - RRC Water Improvements
2003 TCDP STEP RRCWS First-Time Water Project
2001 TCDP STEP 410 WSC - Kanawha Water Project

County of Van Zandt
Rhita Koches, County Judge
121 E. Dallas St., Rm 201
Canton, 75103

2006 TCDP STEP Golden WSC First-Time Water Project
2001 TCDP STEP Fruitvale WSC Water Improvements Project

PROFESSIONAL MANAGEMENT SERVICES

PART I - AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 2014 by and between the CITY OF CHANDLER, hereinafter called the "City", acting herein by _____ hereunto duly authorized, and RESOURCE MANAGEMENT & CONSULTING CO., hereinafter called "Firm" acting herein by Charles Edwards.

WITNESSETH THAT:

WHEREAS, the CITY OF CHANDLER desires to implement a contract administration system under the general direction of the Texas Department of Housing and Community Affairs HOME Program; and Whereas the City desires to engage Resource Management & Consulting Co. to render certain services in connection with these programs:

NOW THEREFORE, the parties do mutually agree as follows:

1. Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. Time of Performance - The services of Resource Management & Consulting Co. shall commence on the day this Agreement is executed. In any event, all of the services required and performed hereunder shall be completed at the close of the City's TDHCA Contract.
3. Access to Information - It is agreed that all information, data reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Resource Management & Consulting Co. by the City and its agencies. No charge will be made to Resource Management & Consulting Co. for such information and the City and its agencies will cooperate with Firm for such information and every way possible to facilitate the performance of the work described in the contract.
4. Compensation and Method of Payment - Compensation and reimbursement to be paid hereunder shall be in an amount not to exceed administration budget. Payment to Resource Management & Consulting Co. shall be based on satisfactory performance of identified activities in Part II - Scope of Services. City shall pay Firm for additional services requested by the City beyond the scope of services outlined in this contract, at hourly rates upon request, for services rendered by principals and employees assigned to perform such services.
5. Indemnification - Resource Management & Consulting Co. shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against them, and shall assume full responsibility for payments of Federal, Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
 - a. This agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Henderson Co, Texas.
 - b. This Agreement shall be binding upon and insure to the benefit of parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part III Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hand and seals on this _____ day of _____, 2014

CITY OF CHANDLER

**RESOURCE MANAGEMENT & CONSULTING
CO.**

BY: _____

BY: _____
Charles Edwards, Owner

Attest:

Attest:

Witness

Witness

SCOPE OF SERVICES

Resource Management & Consulting Co. (RMCC) shall provide the following scope of services:

A. Project Administration/Contract Management

1. Provide general advice and technical assistance to the City and its staff on implementation of project and regulatory matters.
2. Furnish necessary forms and procedures for implementation of the project.
3. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TXCDBG regulations.
4. Develop and assist the City with a recordkeeping system consistent with program guidelines, including establishment and maintenance of program files.
5. Serve as liaison for the City during any monitoring visits by staff representatives from the TDHCA.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and Department.
7. Prepare and submit to Department quarterly reports. (Progress and minority hiring)
8. Prepare and submit to Department documentation necessary for amending the TDHCA contract.
9. Conduct re-assessment of environmental clearance for any program amendments.
10. Prepare Recipient Financial Interest Report form for City signature and submittal.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property:
 - Submit required reports concerning acquisition activities to Department.
 - Establish a separate acquisition file for each parcel of real property acquired.
 - Determine necessary method(s) for acquiring real property.
 - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement.
 - Assist the City in negotiation with property owner(s).
13. Maintain TDHCA Property Management register for any property/equipment purchased or leased.
14. Assist in the administration of the funded grant project in accordance with all TDHCA requirements, including but not limited to the following:
 - Housing rehab or utility services replacement activity management.
 - Preparation of program forms, recipient applications, recipient requirements and application priority rating.
 - Work write-up, general construction specifications and inspections.
 - Forgivable loan processing and tracking, bidding and project closeout.

B. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division and assist in the establishment of a satisfactory accounting system.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals, and ledgers and a policy to retain all files for a period of not less than three (3) years from closeout.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or the Depository/Authorized Signatory form to Department.
4. Assist the City in submitting and updating all necessary financial forms.
5. Preparation of drawdown requests on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
6. Assist the City to establish procedures to handle the use of any TDHCA program income as necessary.
7. Review invoices received for payment and file back-up documentation.
8. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matter.

C. Environmental Clearance Procedures

1. Assist the City in meeting all environmental clearance procedures required by Department, including the preparation of a preliminary environmental assessment and consideration of any historic and flood plain concerns.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare Request for Release of Funds and certifications to be sent to Department.
5. Assist the City with advertisement, public comments.
6. Assist in maintaining environmental review file.
7. Ensure compliance with EO 11988 for projects in the flood plains.

D. Acquisition (not anticipated)

1. Prepare required acquisition report(s).
2. Assist the City in obtaining documentation of ownership for City-owned property and/or ROWs.
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.

6. Assist the City in negotiations with property owner(s).
7. Prepare required acquisition final reports and submit to Department.

E. Labor Standards and Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist the City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TDHCA contract activities.
 - Assist the City in determining whether and/or what contract activities will be carried out in whole or in part via force account labor.
 - Assist the City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist the City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist the City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer.
5. Request wage rates from Department.
6. Assist the City with the advertisement for bids.
7. Make ten-day call to Department.
8. Verify construction contractor eligibility with Department.
9. Submit Notice of Start of Construction Form to Department.
10. Conduct pre-construction conference and prepare minutes.
11. Review weekly payrolls and conduct compliance follow-ups.
12. Conduct employee interviews.
13. Process and submit change orders to Department prior to execution.
14. Maintain Monthly Employment Utilization reports.
15. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
16. Provide sample TxCDBG contract documents to engineer.
17. Review construction contract.
18. Submit any reports of additional classification and rates to Department.
19. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Equal Opportunity / Fair Housing

1. Assist the City in developing, implementing and documenting new activities to affirmatively further fair housing activities.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Ensure compliance with Section 3 and Affirmative Action Plan.
4. Assist the City with Section 504 Self-Evaluation Review Form.
5. Assist the City with newspaper advertisement - Notice on Section 504 Compliance Requirements.
6. Maintain correspondence concerning Contractor Equal Opportunity compliance.
7. Assist the City with Excessive Force Policy.

G. Relocation (not anticipated)

1. Assist the City in designing local relocation guidelines.
2. Assist the City in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocates.
8. Ensure that all payments are made in a timely manner.

H. Economic Development Functions (Applicable to Texas Capital Fund Projects only)

1. Monitor status of leveraged funds.
2. Oversee execution of local loan contracts
3. Monitor employment creation and job goals.
4. Assist in preparing hiring plan.
5. Assist in developing loan reuse plan.
6. Monitor project compliance with Department requirements as specified in grant agreement.

I. Rehabilitation of Private Property (Applicable to Housing Rehabilitation Projects only)

1. Prepare and submit local rehabilitation guidelines to Department for approval.
2. Assist the City in establishing escrow account and obtaining Department approval.

3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following Department requirements.

J. Audit/Close-out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Monthly Employment Utilization Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Attend and prepare necessary documentation for state monitoring visit.
3. Assist the City in responding to any monitoring findings.
4. Assist the City in resolving any third party claims.
5. Provide auditor with TDHCA audit guidelines.

THE ABOVE SCOPE OF WORK IS INTENDED TO IDENTIFY THE MAJOR ELEMENTS ASSOCIATED WITH THE MANAGEMENT AND IMPLEMENTATION OF PUBLIC WORK PROJECTS UTILIZING TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FUNDS. IT IS OUR INTENTION AND PRACTICE TO PROVIDE OUR CLIENTS WITH ALL NECESSARY AND REQUIRED ASSISTANCE TO SUCCESSFULLY COMPLETE THE PROGRAM MANAGEMENT ASPECT OF THEIR PROJECT.

TERMS AND CONDITIONS

PROFESSIONAL MANAGEMENT SERVICES

1. **Termination of Contract for Cause.** If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/City shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/City, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/City for damages sustained by the City/City by virtue of any breach of the Contract by the Firm, and the City/City may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/City from the Firm is determined.

2. **Termination for Convenience of the City/City.** The City/City may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/City as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.

3. **Changes.** The City/City may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/City and the Firm, shall be incorporated in written amendments to this Contract.

4. **Personnel.**

- a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/City.
- b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. **Assignability.** The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/City thereto: Provided, however, that claims for money by the Firm from the City/City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/City.

6. **Reports and Information.** The Firm, at such times and in such forms as the City/City may require, shall furnish the City/City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. **Records and Audits.** The Firm shall insure that the City/City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. **Findings Confidential.** All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/City.
9. **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. **Compliance with Local Laws.** The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. **Equal Employment Opportunity.** During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/City setting forth the provisions of this non-discrimination clause.
 - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. **Section 109 of the Housing and Community Development Act of 1974.**
 - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1988, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by person residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. **Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.**

- a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance with the requirements of this clause, actions for non-

compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of labor issued pursuant to the Act.

- d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
 - f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/City. No member of the governing body of the City/City and not other officer, employee, or agent of the City/City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

City of Chandler
 Project Softcost Schedule of Values for Professional Services
 Soft Cost Schedule based on 1 activity

	Fee Amount	Paid to Date	Request for Payment	Balance of Contract Fee
Application Intake	\$1,500	\$0	\$0	\$1,500
Construction and Disbursement Documentation	\$600			
Environmental Review (includes publication if required)	\$800	\$0	\$0	\$800
Information Services	\$600	\$0	\$0	\$600
Initial Inspection	\$500	\$0	\$0	\$500
Procurement for Contractor (includes publication)	\$700	\$0	\$0	\$700
Preconstruction Conference	\$500	\$0	\$0	\$500
Project Document Preparation	\$500	\$0	\$0	\$500
Cost Estimates/Budget Preparation	\$200	\$0	\$0	\$200
Construction and Disbursement Documentation	\$500	\$0	\$0	\$500
Progress/Final/Punchlist Inspections (if performed - max of 6 @ \$350 each - only inspections performed will be billed)	\$2,100	\$0	\$0	\$2,100
Total	\$8,500	\$0	\$0	\$8,500

City of Chandler
 Administrative Schedule of Values for Professional Services
 4% of HOME Grant Award
 Based on \$80,000 project cost (1 activity)

	% of Fee	Fee Amount	Paid to Date	% of Admin Contract Completed to this Period	Request for Payment	Balance of Contract Fee
Program Management	40%	\$1,280	\$0	0%	\$0	\$1,280
Provide general advice to client (City) and City staff with respect to implementation of program, prepare/ assist client with all necessary documentation (not including soft cost related activities) regarding submission and execution of contract, waivers, amendments and provide information to governing body. Act as liason between City and TDHCA						
Recordkeeping as required by TDHCA	4%	\$128	\$0	0%	\$0	\$128
Client/construction management team/homeowner/government liason	30%	\$960	\$0	0%	\$0	\$960
Administration Exempt Environmental Activity	0%	\$0	\$0	0%	\$0	\$0
Affirmative Marketing	1%	\$32	\$0	0%	\$0	\$32
Fincancial Management	1%	\$32	\$0	0%	\$0	\$32
Required Closeout Information	24%	\$768	\$0	0%	\$0	\$768
Prepare final project completion reports, prepare all match contributions reports as required, review and make recommendation to the City for certificate of completion report with supporting documentation. Assist with Program Monitoring.						
Total	100%	\$3,200	\$0	0%	\$0	\$3,200



CITY OF CHANDLER

Staff Report

- PROJECT:** Annual Agreement with BMC Youth Baseball League
- DATE:** Council: 2/11/14
- REQUEST:** Review and act on an Annual Agreement with BMC Youth Baseball League.
- OVERVIEW:** In August of this year, the City Council reviewed and approved an agreement for BMC to lease the Winchester Park fields and Concession Stand for the 2013/14 season. However, the BMC Board objected to the financial reporting required by the contract and never elected to sign the agreement.
- Due to the amount of time that has elapsed and the desire on the part of the Parks Board to make changes the previous agreement, approved in August, has been rescinded.
- A revised agreement has been drafted and is presented to Council for approval. Prior to the Council meeting, the BMC Board will have met to review the draft agreement. Their response to the proposed agreement will be reported at the meeting on the 11th.
- The main difference in the new agreement and the old agreement has to do with the operation of the Concession Stand. The new agreement proposes the Parks Board will operate the concession stand with the BMC Association and split the proceeds 50/50.
- The \$10,000 payment to the city will still be made but split between the Parks Board and the BMC organization. Up to one half of all Park Board profits from the concession stand will be deposited into the City's Park Board account. Up to one half of the Park Board's profits may be contributed to local participating non-profits who partner with the Parks Board to operate the concession.
- Next year the intent is that the BMC Association will partner with the Parks Board on a level similar to all other local participating non-profits.
- The primary reason for the change in concession operation has to do with the fact that beginning in 2014 the city will be operating two concession stands requiring the city to take more responsibility for their operation.
- RECOMMENDED ACTION:** Review and act on the draft Agreement between the City of Chandler and the BMC Youth Baseball Association.

ATTACHMENTS: Proposed Agreement

THIS IS AN AGREEMENT made as of February ____, 2014 between:

CITY OF CHANDLER, TEXAS (LESSOR)
BMC YOUTH BASEBALL AND SOFTBALL LEAGUE (LESSEE)

- 1. PARTIES:** The parties to this Lease are the City of Chandler, Texas, (Lessor) and the BMC Youth Baseball and Softball Leagues (Lessee).
- 2. LEASE:** Lessor leases to Lessee the Baseball Fields at Winchester Park.
- 3. TERM:** The term of this Lease commences on the 1st day of February 2013, and is in full effect and valid for one year. Each party, upon agreement, may renew or amend this Lease upon each anniversary date.
- 4. USE OF PROPERTY:** Lessee shall have the right to use and occupy the property subject of this Lease during the youth Fall and Spring baseball/softball seasons. The Fall season is September 1, 2014 to November 15, 2014. The Spring season is April 1, 2014 to July 31, 2014. Lessee agrees that the property will not be used Labor Day weekend or the second weekend of October (Pow Wow). When the property is not scheduled for use by Lessee, Lessor may use, lease, or sublease the property as it desires. Lessor or the Parks Board may also schedule up to three weekends during the Spring season and up three weekends during the Fall season for special events or tournaments if dates are identified to Lessee prior to game schedule being developed. The Parks Board will have first right to act as organizer of any Select/Elite Tournaments. If a 3rd party acts as organizer, a fee of two hundred and fifty dollars (\$250.00) per field per day will be paid to Lessor.
- 5. CONDITION OF PROPERTY:** Lessee accepts property in the condition and state of repair at commencement of the Lease term, and Lessor shall not be obligated to pay any repairs or improvements. Upon termination, Lessee shall surrender the property to the Lessor in its current condition except normal wear and tear and loss by fire or other casualty.
- 6. ALTERATIONS:** Lessee may not paint or make any permanent improvements or place any permanent fixtures on/in the property without prior written consent of Lessor. Any additional permanent improvements or permanent fixtures placed on the property shall become the property of Lessor.
- 7. INSPECTIONS:** During the lease term, Lessor may enter the property at all reasonable times to inspect the property.
- 8. LAWS:** Lessee shall obey all applicable laws, restrictions, ordinances, rules, and regulations with respect to the property.
- 9. REPAIRS AND MAINTENANCE:** Lessee shall bear all expense of repairing

and maintaining the property during Lessee use. Lessee shall repair at the expense of Lessee any damage to the property caused directly or indirectly by the acts or omissions of the Lessee or any other person therein or thereon by the consent, invitation, or sufferance of the Lessee. Repairs shall be completed promptly.

10. INDEMNITY: Lessee hereby indemnifies, and shall pay, protect, and hold Lessor harmless from and against all liabilities, losses, claims, or causes of actions, and expenses connected therewith (including reasonable attorney's fees) arising or alleged to arise, from or in connection with (a) any injury to, or the death of, any person or loss or damage to property on or about the leased property arising from or connected with the possession, use, condition, occupancy, maintenance, or repair of the leased property caused by or as a result of any act, error, or omissions, by Lessee or its employees, agents, servants, or representatives, or (b) any violation of this Lease or of any legal requirements. Lessee will resist and defend, at its sole expense, any action, suit, or proceeding brought against Lessor by reason of any occurrence. The obligations of Lessee under this section shall survive any termination of this Lease.

11. INSURANCE: Lessor and Lessee shall maintain such insurance on the improvements and property as each party may deem appropriate during the term of this Lease. Lessee shall give Lessor a certificate evidencing the existence of such coverage at all times.

12. NON-PROFIT: Lessee shall conform to all the State and Federal rules and laws associated with non-profit status and will provide Lessor with annual proof of such status.

13. DEFAULT: If Lessee fails to perform or observe any provision of this Lease and fails to remedy same within three (3) days after notice by Lessor, Lessee shall be in default under this Lease.

14. TERMINATION: This Lease shall terminate upon expiration of the term or upon Lessee's default under this Lease. Upon termination, Lessee shall vacate the property.

15. ATTORNEYS FEES: If Lessor or Lessee is a prevailing party in any legal proceeding brought under or with relation to this Lease, such party shall be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

16. ENTIRE AGREEMENT: This Lease constitutes the entire agreement of the parties hereto. No modification or amendment of any of the terms or the provision herein may be made otherwise than by written agreement signed by the parties hereto.

17. LAW OF GOVERNING: This Lease shall be construed and interpreted according to the laws of the state of Texas. Venue of any litigation shall be in Henderson County, Texas.

18. **CONSULT YOUR ATTORNEY:** This is intended to be a legally binding contract. Read it carefully. If you do not understand the effect of this contract consult your attorney before signing.

19. **CONDITION OF LEASED PREMISES:** A Lessee acknowledges and agrees that it has inspected the property and agrees to accept same in its present condition, "as is" and "with all faults."

BASEBALL COMPLEX CONCESSION STAND: For the 2014 Spring and 2014 Fall seasons the Lessee will partner with the Parks Board in the operation of the Concession Stand. Net profits from the concession (after ten thousand (\$10,000) is deposited with the city will be split 50/50 between the Parks Board and the Lessee. The Lessee will also split all concession related costs and labor with the Park Board.

Pre-season tournaments – Lessee will be the sole beneficiary of Concession proceeds, as well as, responsible for all associated costs and labor.

Post-season tournaments - Lessee will be split 50/50 all concession stand proceeds with the Parks Board. The Lessee will also split all concession related costs and labor with the Park Board.

Non-League tournaments – The Parks Board will be the sole beneficiary of Concession proceeds, as well as, responsible for all costs and labor.

20. **FINANCIAL TERMS:** For the 2014 Spring season Lessee shall pay Lessor \$75 per team. For the 2014 Fall season Lessee shall pay Lessor \$50 per team.

21. **FIELD LIGHTING:** Field lighting will be used only during the regular season, with the exception of pre-season tournaments and for practice sixty (60) days prior to the first day of the season. Lights for practice are for league team use only and will be from dusk until nine thirty (9:30) pm.

All other teams wishing to use the lights for practice will be charged a fee of Thirty-Five dollars (\$35) per hour. Practices without lights for non BMC league practices will be Twenty Five dollars (\$25) per hour.

Failure to have lights off by nine forty (9:40) pm will result in the use of the lights being discontinued.

Executed this _____ day of _____, 2014

LESSOR:

City of Chandler,
Designated Representative

LESSEE:

BMC Youth Baseball and Softball League
Designated Representatives