

PARKS & RECREATION ADVISORY BOARD
AGENDA
REGULAR MEETING
June 3, 2015
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE
REGULAR SESSION - 7:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. MINUTES APPROVAL

- A. Consider approval of Meeting Minutes from May 6, 2015

IV. VISITOR/CITIZENS FORUM

At this time, any person with business before the Parks and Recreation Advisory Board may speak to the Board. All comments must be directed towards the Chair, rather than individual board members or staff. All speakers must limit their comments to subject matter relating to the board. No formal action can be taken on these items.

V. REGULAR ITEMS

- A. Discuss and Consider Kennedale Youth Association Contract
- B. Review Rental Policy

VI. REPORTS/ANNOUNCEMENTS

VII. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Kennedale will provide for reasonable accommodations for persons attending City Council meetings. This building is wheelchair accessible, and parking spaces for disabled citizens are available. Requests for sign interpreter services must be made forty-eight (48) hours prior to the meetings. Please contact the City Secretary at 817.985.2104 or (TDD) 1.800.735.2989

CERTIFICATION

I certify that a copy of the June 3, 2015, Parks & Recreation Advisory Board agenda was posted on the City Hall bulletin board next to the main entrance of the City Hall building, 405 Municipal Drive, of the City of Kennedale, Texas, in a place convenient and readily accessible to the general public at all times and said agenda was posted at least 72 hours preceding the schedule time of said meeting, in accordance with Chapter 551 of the Texas Government Code.



Gloria Rangel, Board Secretary



Date: June 3, 2015

Agenda Item No: MINUTES APPROVAL - A.

I. Subject:

Consider approval of Meeting Minutes from May 6, 2015

II. Originated by:

Gloria Rangel, Public Works Administrative Assistant

III. Summary:

IV. Recommendation:

Approve

V. Alternative Actions:

VI. Attachments:

1.	05.06.2015 PRB Minutes	05.06.2015 PRB Minutes.doc
----	------------------------	----------------------------

PARKS & RECREATION ADVISORY BOARD
Minutes
REGULAR MEETING
May 6, 2015
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

I. CALL TO ORDER

Chair David Deaver called the meeting to order at 7:00pm

II. ROLL CALL

Present: Jeff Nevarez, Jill Turner, David Deaver, Alan Pederson, Glenn Shark **Absent:** Michael Chandler, Dylan Black

III. MINUTES APPROVAL

Consider approval of minutes from April 1, 2015 regular meeting.

Motion to: Approve April 4, 2015 minutes with changes **Action:** Approve. **Moved By:** Jeff Nevarez, **Seconded:** Jill Turner

Motion Passed Unanimously

IV. VISITOR/CITIZENS FORUM

- A. Bob Hart introducing Fellows Muyheng from Cambodia and Bounmy from Laos
- B. Dallas Diablos Baseball Organization Rodney Bishop & Kris Helms have had some tournaments previously and would like to continue to run tournaments at the KYA fields. Saying they would help maintain fields and grow the complex. David Deaver asked background. Jeff Nevarez asked how many tournaments they plan to host. Rodney said he would like to hold at least three (3) tournaments a month if possible with KYA scheduling. David Deaver asked if they have a Board of Directors that they answer to? And if they have insurance for the players? They say they really don't have a Board of Directors, Chris is the President and Rodney is the assistant and they are a for profit organization, the individual teams have insurance on their players. They will need lights for some games but it would be on a tournament by tournament basis. Rodney said there would be anywhere from five to eighteen teams. Jeff Nevarez asked if they have enough teams to make a tournament? They say they have teams from all over the metroplex and a few even from as far as east Texas. Jeff Nevarez wants to know exactly what Diablos wants, how much they are charging per player. They charge per kid and IBT charges and they pay themselves a percentage. Jeff Nevarez wants to know specifically what they are asking of the City of Kennedale? Rodney answered the Diablos would like full access to fields, concession stands and all equipment they need to run their tournaments. The Park Board cannot do this as most of this belongs to the Kennedale Youth Association. The Park Board will have to discuss and approve use of the concession stands. The Park Board suggested KYA bring someone in to run the concession stands during the Diablos tournaments. The Dallas Diablos do not want to run their tournaments through KYA they want to go directly through the City.
- C. Kennedale Youth Association review and sign revised Kennedale Youth Association Contract. Contract approved by Park Board. Eric and DJ Ryals speaking for KYA three other members from KYA in attendance.

Motion to: Approve KYA revised contract **Action:** Approve. **Moved By:** Jeff Nevarez,

.....**Seconded:** Alan Pederson **Motion Passed Unanimously**

V. REGULAR ITEMS

- A. KYA schedule and rosters approval

Motion to: Approve KYA schedule and Rosters **Action:** Approve. **Moved By:** Jeff Nevarez, **Seconded:** Alan Pederson **Motion Passed Unanimously**

- B. Larry Hoover proposing getting Park Board to approve holding one or two day tournaments. Park Board would like to further go over details regarding

VI. REPORTS/ANNOUNCEMENTS

VII. ADJOURNMENT

Motion to: Adjourn **Action:** Adjourn. **Moved By:** Jeff Nevarez

The meeting was adjourned at 8:40pm

Approved:

David Deaver, Chairman

Attest:

Gloria Rangel, Park Board Secretary



Date: June 3, 2015

Agenda Item No: REGULAR ITEMS - A.

I. Subject:

Discuss and Consider Kennedale Youth Association Contract

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

Discuss tournament additional tournament play outside the Kennedale Youth Association.

IV. Recommendation:

None

V. Alternative Actions:

VI. Attachments:

1.	KYA Contract	KYA Final 5.6.2015.docx
----	--------------	-------------------------

**CITY OF KENNEDALE AGREEMENT WITH
THE KENNEDALE YOUTH ASSOCIATION
FOR USE OF THE KENNEDALE BALLFIELDS**

This contract and license agreement, hereinafter called "this Agreement," is made and entered into by and between the City of Kennedale, a Home Rule City in Tarrant County, Texas acting herein by and through its duly authorized Mayor, hereinafter called "the City," and the Kennedale Youth Association, a non-profit Texas corporation, located in Tarrant County, Texas, acting through its duly authorized President, hereinafter called "the Association."

WHEREAS, the City of Kennedale owns land and permanent appurtenances which comprise the baseball/softball playing fields located adjacent to Village Street; and

WHEREAS, the City of Kennedale desires to ensure recreation opportunities are available for youth in the Kennedale area; and

WHEREAS, the baseball/softball playing fields are supported by tax dollars of the citizens of Kennedale; and

WHEREAS, the Kennedale Youth Association provides recreational programs for youth of the Kennedale area in the areas of football, cheerleading, basketball and baseball/softball; and

WHEREAS, the Kennedale Youth Association desires to use the City of Kennedale baseball/softball fields and permanent appurtenances for their baseball, softball, and football programs; and

WHEREAS, the Kennedale Youth Association desires to expand its recreational programs and desires assistance from the City of Kennedale; and

WHEREAS, the City of Kennedale and the Kennedale Youth Association desire a positive working relationship.

SECTION 1: RELATIONSHIP

1. The City and the Association agree to meet annually in February to strategically plan for the upcoming year.
2. The Association will maintain with the City a current list of officers and board members, current bylaws, and Form 990 filed with the Internal Revenue Service the preceding year.

3. The Association will consider amending its bylaws so that Board Member positions are staggered. This is expected to help insure communication between the Association and the City from year-to-year by having continuity.
4. The Association will annually attend at least three (3) meetings of the Kennedale Parks and Recreation Board to report on the Association's activities.
5. In order to assist the Association to expand its potential sports offering, the City will maintain a membership in the Texas Amateur Athletic Federation. Further, the City will work with the Association to develop a sports complex.

SECTION 2: USE OF FACILITIES

1. The City hereby grants to the Association, and the Association hereby accepts a license and privilege to use and occupy the baseball/softball playing fields at Kennedale Park, for purpose of conducting scheduled outdoor athletic activities and other uses incident to such purpose, including the maintenance of said premises and the facilities located thereon, for the use and convenience of the Association, its invitees and members, both as spectators and participants.

The demised premises, sometimes referred to as "the Park," are as described on Exhibit "A" attached hereto and incorporated herein for all purposes incident to this Agreement.

2. The term of this license and privilege shall be for a period one (1) year, beginning on March 1, 2015 and ending March 1, 2016. After the initial term of this Agreement, this Agreement shall automatically renew for additional one (1) year terms unless terminated by either party as provided below. This Agreement may be terminated by either party at any time, with or without cause; by giving the other party at least thirty (30) days written notice of such intent. In addition, this Agreement may be terminated by the City with ten (10) days written notice if the Association has failed to fix or cure a breach of any term or condition of this Agreement by the Association, the City may reduce the scheduled field availability for Association events, at its sole discretion.
3. In consideration of the granting of this Agreement, the Association agrees to provide upkeep for the Park, including but not limited to mending the fences, picking up litter and trash and depositing same in trash containers, generally keeping the Park neat and orderly, and painting in conformance with the terms of this Agreement. It is understood that any maintenance activities that the Association provides pursuant to this Agreement will be required only during the periods of City approved schedules. If the Association fails to clean the Park by

noon the day after the event, the City of Kennedale will have the area cleaned and bill the Association accordingly. The Association will provide a list of property and equipment owned by the Association, which will be verified by the City.

4. The Association further agrees to the following regulations governing the use of the Park:
 - a. All ball games and park use shall terminate by 10:30 p.m., unless prior written permission is granted by the City.
 - b. All field lights shall be turned off by 10:30 p.m., with the exception of a single center field light for after-game field cleanup, which shall be turned off upon completion of cleanup but no later than 11:00 p.m.
 - c. The Association must provide adequate parking attendants to ensure there is no illegal parking.
 - d. In order to ensure accessibility of the Park by other citizens of Kennedale, the City retains the right to approve the schedule of events submitted by the President of the Association. A current schedule of Association events at the Park shall be filed at all times with the Park Board Secretary. The schedule shall include the number of teams scheduled to play at each event or tournament. The City shall notify the Association of its approval or disapproval with five (5) days after its submission to the City. The Association shall keep the City advised of changes to the schedule in a timely manner. In determining whether to approve the schedule of events, the City may consider, among other things, the tournament size and the number of persons who will be using the Park.
 - e. Residents of the Kennedale Independent School District shall be given absolute priority for participation as Association members and playing field utilization. Any member signed to participate with the Association living outside the Kennedale Independent School District, Players, shall pay a monetary amount of five (5) dollars. These fees will be collected by the Association then submitted to the City Park Board for verification, a roster, containing each member in the Association giving the member's name, address and school district in which they live, no later than two weeks into the season. During Fall Ball, the Association will submit a list of teams with the number of players per team from outside the Kennedale Independent School District to the Kennedale Park Board for verification and will collect a five (5) dollar fee from each player outside the district, which shall be paid to the City. There will be no limit to the number of teams the Association is allowed to maintain as long as the field time limits are strictly complied with.

5. The Association shall receive all proceeds from the admission and concession stands operation by the Association at the Park during the term of this Agreement. The Association also may erect or cause to be erected advertising signs beyond or upon the outfield fences of the playing fields and collect rental thereon during the Association baseball/softball season if in conformance with City ordinances and regulations and if the signs are removed at the end of each season. During the term of this Agreement, the Association shall furnish every three months to the City a detailed financial statement of the Association's revenues and expenses. The City may require an annual audit report each May provided by an independent Certified Public Accountant.
6. To offset expenses incurred by the City from providing electric utilities at the playing fields, the Association will collect and remit to the City a \$5.00 fee per child registering for baseball, softball and football. This fee shall be in addition to any other fees collected from registrants by the Association. The Association will pay the City within sixty (60) days of the completion of the League's final registration day.
7. The Association will use care and diligence in conserving water at the Park.
8. Subject to availability, the City will allow the Association to utilize the Kennedale Community Center free of charge for all coach and umpire training sessions, for no more than two (2) sign-up days, and for twelve Association meetings each year. Reservations will be made with the City only by the President or Secretary of the Association. Unsupervised children will not be permitted within the Community Center or on that property during any Association meeting or training.
9. The Association's right to use the Park is limited to specific scheduled events and the City will allow other parties to use the diamonds and playing fields when regular games or tournaments are not scheduled by the Association. The Association shall post signs on the concession building to alert the citizenry of available open play and give the times the fields are available for public use.
10. The Association shall take good care of the Park and suffer no waste on the Park premises, shall comply with all laws, federal, state and local, and with all ordinances and regulations of the State, County, City and other governmental agencies applicable to said premises, and shall not make or allow to be made any unlawful, improper, immoral or offensive use thereof. The Association will acquire any and all permits and certifications required by all regulating authority associated with the activities at the Park. Without limiting the above, the Association further specifically covenants and agrees to comply with all regulations and policies of the City which have been or may hereafter be adopted governing the use of city parks.

11. The Association agrees to accept possession for the purpose described herein of the Park in its present condition and warrants that it has found the Park suitable for and free of any hazards or dangerous conditions that would be unsuitable for a place where children will be playing and large numbers of the general public are expected to gather. Should any hazard or dangerous condition exist at the Park, the Association will not allow the use of any such facilities until the condition is repaired.
12. The Association will be permitted to construct facilities for recreational purposes, such as ball fields, temporary grandstands, lighting equipment, refreshment stands, structures for sanitary facilities, paved sidewalks, and similar installations subject to the prior written approval of the City. However, no alteration or new construction shall be made without first submitting plans to the City and obtaining a building permit from the City for the alterations or new construction. The City agrees to waive any and all building permit fees in connection with such approved construction. All such improvements shall comply with the City's building codes and all other applicable laws, ordinances and regulations; and shall be inspected by the City. It is understood that upon completion such future permanent improvements shall become the sole property of the City. The City is responsible for the turf maintenance including the purchase and application of fertilizer, weed killer, insecticide, and grass seed required to properly maintain the ball fields. The City shall be responsible for mowing and weed-eating of the fields to the standard equal to other City facilities; provided however the Association may mow the property more frequently should it elect to.
13. The Association agrees that all sanitary water supply facilities constructed by the Association at the Park must be first approved by the City.
14. Any and all improvements made by the Association are made at the full risk of the Association, and the City may take possession at any time of any or all of its property at its discretion without any obligation to compensate the Association for any expenses it may have incurred in making such improvements. The Association further covenants and agrees that it will maintain, repair and keep in good structural condition for the duration of City approved Season Schedules, any and all improvements at the Park, whether now existing or hereafter constructed, with the exception of the parking lot driveways and field lights which the City will maintain. However, the Association will maintain all storage buildings and the concession stand for the duration of City approved schedules. In the event of major catastrophes or acts of God, the City will make necessary repairs to City owned properties and facilities only. Three weeks prior to the beginning of each season, a joint inspection of the playing fields and other Park facilities will be conducted by the City and the Association. By the beginning of the season, the City will deliver the playing fields in proper condition for play. The same inspection will be held at the end of the season. Any repairs required by the responsible party will be completed within fourteen (14) days after the inspection. In

the event the Association does not undertake repairs or maintenance deemed necessary by the City within ten (10) days of written notice from the City, the City shall, at its option, undertake such repairs or maintenance. All expenses incurred in connection with such repairs or maintenance shall be payable to the City by the Association within thirty (30) days of receipt of a bill for same.

15. The license conveyed by this Agreement is personal to the Association. The Association shall not assign this Agreement nor sublet all or any part of the Park premises without the prior written consent of the City. The written consent shall consist of a thirty (30) day notice, an itemized schedule of events, and statement of understanding of responsibilities of the lessee. The written consent will be presented to the Association, the Park Board and City Staff for approval.
16. It is expressly understood and agreed that the Association shall operate hereunder as an independent contractor as to all rights and privileges granted herein and not as an agent, representative, servant or employee of the City; that the Association shall have exclusive control of and the exclusive right to control the details of its operations on the Park premises and shall be solely responsible for the acts or omissions of its officers, agents, servants, employees, contractors, subcontractors, members, participants and invitees; and that nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Association.
17. The City shall in no way be responsible for loss of or damage to any property belonging to, used by, or rented by the Association, its officers, agents, servants, employees, members, participants or invitees which may be stolen, destroyed or in any way damaged during the term of this Agreement and the Association hereby indemnifies and holds harmless the City, its officers, agents, servants and employees, from and against any and all such claims.
18. The Association covenants and agrees to and does hereby indemnify, hold harmless and defend the City, its officers, agents, servants and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, arising out of or in connection with the condition of the Park premises and the use, maintenance, and occupancy of the Park premises by the Association and its members and participants; and the Association hereby assumes all liability and responsibility for the same. THE ASSOCIATION SHALL LIKEWISE ASSUME ALL RESPONSIBILITY FOR AND SHALL IDEMNIFY THE CITY FOR ANY AND ALL INJURY OR DAMAGE TO CITY PROPERTY ON THE PARK PREMISES, WHETHER OR NOT ARISING OUT OF OR IN CONNECTION WITH ANY ALLEGED NEGLIGENCE

OR ANY ACTS OR OMISSIONS OF THE CITY, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES.

The Association will carry public liability insurance so indemnifying the City and protecting the public in amounts, which shall not be less than the maximum liability, which can be imposed on the City under the laws of the State of Texas. At present, such amounts shall be as follows:

Property damage: \$100,000

Personal injury or death, per person: \$250,000

Personal injury or death, per accident: \$500,000

It is understood and agreed by the Association that such insurance amounts shall be revised upward at the City's option and the Association will so revise such amounts within thirty (30) days following notice to the Association of such requirements. The Association shall cause the insurer to furnish the City a duplicate certificate of insurance. The certificate of insurance shall be delivered to the City before play begins.

19. The Association shall have no power to do any act or to make any contract that may create or be the foundation of any lien upon the Park premises or any interest therein, and should any such lien be created or filed, the Association, at its sole cost and expense, shall liquidate and discharge the same in full within ten (10) days after the filing thereof, and should the Association fail to discharge same, that shall constitute a material breach of this Agreement. In addition, the Association hereby authorizes the City to take any and all action deemed reasonably necessary by the City to remove or challenge any lien created in violation of this paragraph, and the Association covenants and agrees to pay all reasonable expenses (including attorney's fees) incurred by the City in doing the same.
20. At all times during the term of this Agreement, the City, as, licensor, shall have the right, by its officers, agents, servants and employees, to enter onto and upon the Park premises for the purpose of examining and inspecting the same for the purpose of determining whether the Association shall have complied with all of its obligations hereunder in respect to use of the Park.
21. The Association covenants and agrees that in the event this Agreement is terminated or canceled for any reason, the Association shall deliver immediate possession of the Park to the City. Upon such termination or cancellation, all improvements constructed by the Association on the Park premises shall remain on the premises, unless the City requests that any or all of such improvements be removed, in which event the Association covenants and agrees to remove at its own expense any and all improvements and personal property

from the Park premises and restore the land to its original condition. Should the Association fail or refuse to deliver such immediate possession upon termination or cancellation of this Agreement, the City shall have the right to expel or remove, forcibly if necessary, the Association and the Association's property and to restore the Park premises and in such event the City shall not be deemed guilty of trespass, and shall incur no liability as a result of such removal or restoration. All costs incurred by the City in the removal of such improvements and personal property from the Park premises under this clause, and the restoration thereof, shall be an obligation of the Association, and the Association shall reimburse the City for the cost of same.

22. The Association agrees that should any action whether real or asserted at law or in equity arise out of the terms of this Agreement whereby the Association's operations on the described premises, venue for said action shall lie in Tarrant County, Texas. In any action brought to enforce an obligation under this Agreement, the prevailing party shall be entitled to recover interest and reasonable attorney's fees in accordance with Section 271.159 of the Local Government Code.

23. Any agreement currently in effect between the City and the Association is hereby terminated upon the effective date of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal of office to duplicate originals on the **May 6, 2015**.

APPROVED:

Larry Hoover, Parks Superintendent
City of Kennedale

Eric Ryals
Kennedale Youth Association President

David Deaver, Chair
Kennedale Parks & Recreation Board

ATTEST:

EFFECTIVE DATE:

Board Secretary, Gloria Rangel



Date: June 3, 2015

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Review Rental Policy

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

discuss Rental Policy with Park Board in regards to holding tournaments outside KYA contract

IV. Recommendation:

None

V. Alternative Actions:

VI. Attachments:

1.	City Rental Policy	Rental Policy.pdf
----	--------------------	-------------------

CITY FACILITY RENTAL POLICY

The following policy pertains to all reservable facilities offered by the City of Kennedale. **Policies specific to a particular facility will be described as such at the end of this document.**

The City of Kennedale reserves the right to change the rental rates, deposit amounts, rules, regulations, and/or any verbiage of this policy at any time and without notice.

The City of Kennedale shall have the right to schedule City events, programs, and/or activities at any time, which will have priority over any and all private reservations.

RESERVATION PROCESS & POLICIES FOR ALL CITY FACILITIES:

1. Reservation requests can be made [online](#) or in person at the Library (316 W Third St Kennedale TX 76060). Reservation requests cannot be taken over the phone.
2. Reservation requests will be considered on a first come, first served basis.
3. **Reservations must be paid for in full no later than two (2) business days after a request is made.** Requests that have not been paid for by the end of operating hours (as listed online) on the second business day will be denied at that time. Reservations will not be confirmed until full payment has been received.
4. When making your payment **only cash or check** can be accepted at the library facility. If you need to pay by **credit card**, you will need to make that payment at City Hall (405 Municipal Drive Kennedale TX 76060), at the Utility Billing service desk. Only credit cards are accepted at City Hall, no cash or checks.
5. Payment must include the required deposit fee. The value of this fee may vary by facility. Reservation requests for a date more than ninety (90) days in advance will not be accepted. Reservation requests for recurring events will not be accepted, unless specifically authorized by the City Manager.
6. Reservation requests must be made at least two (2) business days in advance. Reservation requests for same-day reservations will not be accepted.
7. Reservation times must include any time needed for setup and cleanup.
8. **The renter must be at least 21 years of age.** This will be verified by a form of official personal photo-identification containing the renter's birthday, such as a valid driver's license.
9. The discounted 'Resident' rate available for some facilities will be applied to:
 - *Renters who live within the corporate boundaries of the City of Kennedale; and*
 - *Renters who live within the boundaries of the Kennedale ISD*

CITY FACILITY RENTAL POLICY

10. In order to receive the discounted resident rate, proof of residency must be provided at the time of payment. The renter will be required to supply one of the following documents:

- *City of Kennedale water bill in their name for the indicated address; or*
- *Their valid Texas driver's license reflecting the indicated address*

GENERAL RESERVATION POLICIES FOR ALL CITY FACILITIES:

1. The renter must conduct all activities in a safe manner. Any activity that creates a nuisance such as loud noise, or would promote unrest, cause civil strife, mob violence, and/or property damage is strictly forbidden. Any request that would, in reasonable probability, cause any of the aforementioned situations will not be accepted. Any requestor whose reservation has been denied based on this policy shall have three (3) days to bring an appeal to the City Manager. The City Manager's decision will be final.
2. All individuals under the age of 21 years must be supervised at all times or renter will be asked to leave the premises and the event will be cancelled without a refund.
3. No renter will be allowed to conduct financial transactions as part of the use of the facility. Therefore, no lotteries, auctions, games of chance drawings, raffles or any sale of merchandise, unless specifically authorized by the City Manager prior to the submission of a request for reservation.
4. Any forms of alcoholic beverages are strictly prohibited as in accordance with City Ordinance. Any renter found to be in violation of this policy will be asked to leave the premises and the event will be cancelled without a refund.
5. Any and all emergencies that occur during a reservation should be reported to 9-1-1 immediately.

CLEANUP/DAMAGE DEPOSIT POLICIES FOR ALL FACILITIES:

1. Cleanup of the facility is the responsibility of the renter. The facility will be inspected by designated staff following the event and must be found in the same condition, or better, than before the rental took place. If clean-up is not completed to an appropriate standard, to be determined by the inspector, the rental deposit will be forfeited.
2. The renter assumes all responsibility for any and all damage done to the facility. Any cost of repair or replacement related to damage of the property will be the responsibility of the renter. The renter will be charged for the total cost of the repair and/or replacement based on the assessment of any damages or violations of any rules. The deposit will be forfeited to pay the extent of the damages. If the damage cost is less than the deposit amount, the difference will be refunded back to the

CITY FACILITY RENTAL POLICY

applicant. If the damage cost is greater than the deposit amount, the applicant will be responsible for paying the difference and will be subject to prevention of future rentals. It will be at the discretion of the City Manager to deny future rentals from an individual or group that is responsible for previous damages to any facility.

3. Allow 15 days after the event date to receive the refunded deposit, or a portion thereof.

CANCELLATION/CHANGE POLICY FOR ALL FACILITIES:

1. All cancellations must be made at least two days prior to the date of the rental in order to get a full refund. Fees will be forfeited if not done in this time.
2. Outdoor activities/facilities are subject to inclement weather. The City of Kennedale cannot take responsibility for the weather with regard to this type of facility. **It is the renter's responsibility to contact the city the next business day** after a rain out to reschedule within one week. Full refunds may be issued due to poor weather conditions if notification is provided in the above manner.

FACILITY-SPECIFIC POLICIES:

Community Center

1. Availability for reservations:

MONDAY	<i>not available</i>	
TUESDAY	8:00 AM	10:00 PM
WEDNESDAY	8:00 AM	10:00 PM
THURSDAY	8:00 AM	10:00 PM
FRIDAY	8:00 AM	11:59 PM
SATURDAY	8:00 AM	11:59 PM
SUNDAY	<i>not available</i>	

2. Rental rates and deposit rates are listed in the city's Schedule of Fees, which can be viewed here:
 - [Schedule of Fees](#) (link to a PDF); or
 - [City of Kennedale Municipal Code](#) (Chapter 2, Article 1, Section 2-3)
3. All reservations must begin at a time during normal library hours when library staff is available. If a reservation is scheduled to end after the library is closed, library staff will instruct renters on the procedure to close up the building. No keys will be available to give to the public.
4. The renter can gain access to the building no more than 10 minutes prior to the scheduled reservation and must vacate the building promptly at the end of the reservation time. Please ensure that you allow for setup and cleanup time when making your reservation.

CITY FACILITY RENTAL POLICY

- Decorations are allowed in the Community Center but are limited to those that do not cause damage to the walls, doors, ceiling (including sprinkler heads), furniture, and fixtures of the facility. Under no circumstances will anything be hung on/or attached to walls, doors, sprinklers or light fixtures. Any renter found to be in violation of this policy will forfeit their refund.

Park Pavilions (Sonora & TownCenter)

- Availability for reservations:

MONDAY	6:00 AM	10:00 PM
TUESDAY	6:00 AM	10:00 PM
WEDNESDAY	6:00 AM	10:00 PM
THURSDAY	6:00 AM	10:00 PM
FRIDAY	6:00 AM	10:00 PM
SATURDAY	6:00 AM	10:00 PM
SUNDAY	6:00 AM	10:00 PM

- Rental rates and deposit rates are listed in the city's Schedule of Fees, which can be viewed here:
 - [Schedule of Fees](#) (link to a PDF); or
 - [City of Kennedale Municipal Code](#) (Chapter 2, Article 1, Section 2-3)
- Parking is permitted in designated parking areas only.
- The Splash Pad is not available to reserve, however, if your reservation occurs during a time when the Splash Pad is operating, please feel free to use the facility with the public.

Ballfields

- Availability for reservations:

MONDAY	6:00 AM	10:00 PM
TUESDAY	6:00 AM	10:00 PM
WEDNESDAY	6:00 AM	10:00 PM
THURSDAY	6:00 AM	10:00 PM
FRIDAY	6:00 AM	10:00 PM
SATURDAY	6:00 AM	10:00 PM
SUNDAY	6:00 AM	10:00 PM

- Rental rates and deposit rates are listed in the city's Schedule of Fees, which can be viewed here:
 - [Schedule of Fees](#) (link to a PDF); or
 - [City of Kennedale Municipal Code](#) (Chapter 2, Article 1, Section 2-3)
- Ballfield lights are not available at this time.

CITY FACILITY RENTAL POLICY

4. Parking is permitted in designated parking areas only.
5. Renter may perform maintenance to Ballfields such as dragging or striping in preparation of use.
6. Renter is responsible for providing their own equipment. Bases and other equipment are not provided or available.