

PARKS & RECREATION ADVISORY BOARD
AGENDA
REGULAR MEETING
February 1, 2012
CITY HALL COUNCIL CHAMBERS, 405 MUNICIPAL DRIVE

REGULAR SESSION - 7:00 PM

I. CALL TO ORDER

II. ROLL CALL

III. MINUTES APPROVAL

- A. Discuss and consider approval of regular meeting minutes from December 7, 2011.

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 current contract with the Kennedale Youth Association regarding use of the Kennedale Ball Fields.
- B. Discuss and consider revising the fee schedule regarding rentals of the Kennedale Ball Fields.

VI. REPORTS/ANNOUNCEMENTS

- A. Updates and information on city projects.

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 Amethyst Cirimo, City Secretary, at 817.985.2104 or (TDD) 1.800.735.2989

CERTIFICATION

I certify that a copy of the February 1, 2012, 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.

Celeste O. Brown, Board Secretary



Date: February 1, 2012

Agenda Item No: MINUTES APPROVAL - A.

I. Subject:

Discuss and consider approval of regular meeting minutes from December 7, 2011.

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

Minutes from the last meeting will be distributed before the meeting.

IV. Recommendation:

Approve

V. Alternative Actions:

VI. Attachments:



Date: February 1, 2012

Agenda Item No: REGULAR ITEMS - A.

I. Subject:

Discuss current contract with the Kennedale Youth Association regarding use of the Kennedale Ball Fields.

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

Please see the attached contract between the City and the Kennedale Youth Association.

Staff is now fully utilizing the contract and is now asking KYA to provide all required documentation for field use.

No payments have been received since original contract was signed.

IV. Recommendation:

None

V. Alternative Actions:

VI. Attachments:

1.	KYA Contract	KYA 2008.pdf
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CONTRACT NO. 08-07

**CITY OF KENNEDALE AGREEMENT WITH THE KENNEDALE YOUTH
ASSOCIATION**

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 and softball 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.

WITNESSETH:

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.

USE OF FACILITIES:

6.

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.

7.

The term of this license and privilege shall be for a period one (1) year, beginning on March 1, 2008 and ending March 1, 2009. 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. Alternatively, in the event of 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.

8.

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.

9.

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, whether they be a Coach, Player or Board Member, shall pay a monetary amount of five (5) dollars. These fees will be collected by the Association and made payable to the City Park Fund (attn: Finance Director). The

Association will then submit 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 spring 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.

10.

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.

11.

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. 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.

12.

The Association will use care and diligence in conserving water at the Park.

13.

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.

14.

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 each backstop to alert the citizenry of available open play and give the times the fields are available for public use.

15.

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.

16.

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.

17.

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.

18.

The Association agrees that all sanitary water supply facilities constructed by the Association at the Park must be first approved by the City.

19.

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.

20.

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.

21.

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.

22.

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.

23.

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.

24.

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 attorneys fees) incurred by the City in doing the same.

25.

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.

26.

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.

27.

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 attorneys fees in accordance with Section 271.159 of the Local Government Code.

28.

The license agreement currently in effect between the City and the Association (Contract 99-03) 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 13th day of March 2008.

CITY:

CITY OF KENNEDALE

By: Bryan Lankhorst
Bryan Lankhorst, Mayor
City of Kennedale
405 Municipal Drive
Kennedale, Texas 76060-0268



Kathy Turner
Kathy Turner, City Secretary

ASSOCIATION:

KENNEDALE YOUTH ASSOCIATION

By: Keith Stephenson
Keith Stephenson, President
Kennedale Youth Association
P.O. Box 581
Kennedale, Texas 76060-0581

ATTEST:

Alfred Krawler
Vice-President, Kennedale Youth Association

Elisha Woodson
Secretary, Kennedale Youth Association

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Date: February 1, 2012

Agenda Item No: REGULAR ITEMS - B.

I. Subject:

Discuss and consider revising the fee schedule regarding rentals of the Kennedale Ball Fields.

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

Information pertaining to this item will be distributed at the meeting.

IV. Recommendation:

Approve

V. Alternative Actions:

VI. Attachments:



Date: February 1, 2012

Agenda Item No: REPORTS/ANNOUNCEMENTS - A.

I. Subject:

Updates and information on city projects.

II. Originated by:

Larry Hoover, Streets and Parks Supervisor

III. Summary:

1. Road construction projects including Little School , Sublett , and Alma Roads
2. Water and sewer construction on Bloxon Park Road
3. Restroom and concession facility remodel at the ballfields
4. Stocking of the pond at Sonora Park
5. Texas Independence Day Parade on March 3
6. Art in the Park March 30 - April 1
7. Kid Fish/Bark in the Park/National Kids to Park Day
- this will occur as a triple event on Saturday, May 19th

IV. Recommendation:

None

V. Alternative Actions:

VI. Attachments: