

Mike Kelly, Chairman  
Diane Davis, Vice Chairman  
Thelma Holland, Board Member  
Billy Miller, Board Member  
Ann Coleman, Board Member  
Sunny Broyles, Board Member  
Amy Robinson, Board Member



Patsy Smith, Director  
Richard Dorsey, Assistant Director  
Patti Reid, Administrative Assistant

NOTICE OF MEETING  
PARKS ADVISORY BOARD  
Tuesday, January 9, 2018  
Regular Meeting @ 12:00 pm, Palestine Mall Conference Room  
2000 S. Loop 256 Suite 30

REGULAR MEETING

- A. CALL TO ORDER
- B. APPROVAL OF MINUTES
  - 1.) Consider approval of minutes of December 5, 2017.
- C. REGULAR AGENDA
  - 1.) Discuss the Athletic Complex rental guidelines as typed and sent to each member.
  - 2.) Listen to Cary McKinney speak on the Anderson County Football League for not longer than 15 minutes.
- D. DIRECTOR'S REPORT
- E. ADJOURN

CERTIFICATION

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the outside bulletin board at the main entrance to City Hall, 504 N. Queen Street, Palestine, Texas on the following date and time:

Friday, January 5, 2018 5:00 PM

A handwritten signature in black ink, appearing to read "P. Reid", written over a horizontal line.

Patti Reid, Administrative Assistant

Mike Kelly, Chairman  
Diane Davis, Vicechairman  
Thelma Holland, Board Member  
Billy Miller, Board Member  
Ann Coleman, Board Member  
Sunny Broyles, Board Member  
Amy Robinson, Board Member



Patsy Smith, Director  
Richard Dorsey, Assistant Director  
Patti Reid, Administrative Assistant

**In compliance with the Americans with Disabilities Act, the City of Palestine will provide for reasonable accommodations for persons attending the Parks Advisory Board meetings. Requests for accommodations or interpretative services must be made 48 hours prior to meeting. Please contact the City Secretary's office for further information at 903-731-8414.**

## Athletic Complex

### Fee Schedule

#### **League Play:**

NO CONTRACT

\$5 per participant

**These fee's must be paid before any practice or games are to begin.....**

#### **League must provide:**

1. Roster for each Division
2. Practice Schedule
3. Game Schedule
4. What fields will be used during practice/games

**These must be provided 2 weeks before play begins..... NO EXCEPTIONS.....**

#### **Tournament Play:**

NO CONTRACT

2 Day (Saturday/Sunday) \$1,000

**ALL TOURNAMENTS MUST BE SCHEDULED 2 WEEKS IN ADVANCED.....**

#### **Tournament Play:**

NO CONTRACT

3 Day (Friday/Saturday/Sunday) \$1,500

**ALL TOURNAMENTS MUST BE SCHEDULED 2 WEEKS IN ADVANCED.....**

## Guidelines for Athletic Complex

A. League/Association SHALL pay to the City of Palestine a user fee of (\$5.00 per registration {children/youth leagues} for the use of the recreational fields and facilities. All entry fees must be paid in advance before any league play or practice commences. The user fee will be for the period or length of the recreational activity or the athletic event in which the facilities are being used.

B. The League/Association SHALL provide a list of days with dates and times, and a game schedule that field space will be required 14 days prior or league play begins. All make up games must be filed with the Community Services Department.

C. League/Association reserves the right to schedule field usage for the any City sponsored events at the Palestine Athletic Complex outside the specified times and dates provided.

D. When schedules of practices or games overlap or conflict between association(s)/league(s) resolution of conflicting schedule shall be determined by a representative of association(s)/league(s) and Director of Community Services. If total agreement between all parties fails, final resolution will be determined by the Parks Board.

E. Games will take priority over practices.

F. Association(s)/League(s) reserve the right to operate all food, beverage, and souvenir concessions at the Palestine Athletic Complex as related to these guidelines.

G. Association(s)/League(s) reserve the right to postpone practice or league play because of inclement weather or poor field conditions with communication with Community Service Division.

**H. ANYONE USING ANY CITY OWNED RECREATIONAL FIELD WITHOUT AUTHORIZATION WILL LOSE FIELD PRIVILEGES AND FORFEIT ENTRY FEE.**

I. Alcoholic beverages are not allowed. Tobacco products are not allowed. Association(s)/League(s) will inform all coaches and players of these policies and agrees to notify the Community Services Division and or the Palestine Police Department of any violations.

J. Keys to the entrance gates will be controlled by the Community Service Division. Any keys used must be checked out and returned to the Director or Assistant Director of the Community Service Division of the City of Palestine located at 2000 S Loop 256 Suite #30, Palestine, Texas 75801 at the end of the season.

K. It is the responsibility of the Association(s)/League(s) to enforce designated parking areas.

L. It is the responsibility of the Association(s)/League(s) to supervise and control all persons attending such athletic events.

M. Any items misused resulting in damage or destruction will be replaced or repaired to the Community Service's Division's satisfaction by the Association(s)/League(s).

N. Unsportsmanlike conduct will not be allowed by players, coaches, and spectators.

O. Association(s)/League(s) agree that during all athletic events the decisions and rulings of officials and umpires made during such event are final. Any arguments with officials and umpires made during an athletic event will be rigidly suppressed and gives the Community Service Division the right to revoke the Association(s)/League(s) privileges connected herewith.

P. Responsibility of the Community Service Division and Association(s)/League(s) regarding the maintenance operation of all recreational fields shall be in accordance to those conditions as outlined in Exhibit A, (attached), and shall become a permanent part of this agreement.

Q. All games are to be completely finished by 12:00 midnight. No activity schedules or unscheduled may begin after this time. Association(s)/League(s) will be responsible for turning off all lights at the Palestine Athletic Complex no later than 12:30 A.M.

R. The Association(s)/League(s) shall be solely responsible for the security, repair, or replacement of any equipment, supplies, inventory, or other personal property left in or around the concession areas. Association(s)/League(s) will remove all concession equipment, supplies, and inventory within two (2) weeks of completion of league play.

S. If at any time the Association(s)/League(s) does not meet these guidelines, the Community Service Division reserves the right to revoke the Association(s)/League(s) privileges connected herewith, and forfeit all fees paid.

T. Association(s)/League(s) will provide the Community Service Division with proof of Liability insurance for all players.

U. Association(s)/League(s) agrees to indemnify and hold harmless the City from any loss, attorney fees, expenses, or claims arising out of Association(s)/League(s) negligence in the use of the recreational fields and surrounding facilities within the confines of the Palestine Athletic Complex property.

V. All Association(s)/League(s) modifications, alterations, and additions to the Palestine Athletic Complex will become the property of the City of Palestine with a greater benefit to the community and youth sports.

W. Association(s)/League(s) who use any of the City of Palestine's concession stands will be required to furnish all their own cooking equipment, such as (BBQ pits, crockpots, warmers, etc). Anyone who uses a concession stand WILL be required to obtain a City of Palestine Health Permit and abide by the City Health Ordinance. All participants will also be required to have a Food Handlers Certificate.

Failure to comply with these guidelines will result in a \$50.00 fine per violation and possible loss of privileges at the Palestine Athletic Complex.

Association/League Name:

\_\_\_\_\_

Date: \_\_\_\_\_

Association/League Representative:

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

City of Palestine Community Service Division

\_\_\_\_\_

Date: \_\_\_\_\_

Community Service Director:

\_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_

City of Palestine City Manager:

\_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

The City of Palestine Community Service Division will be responsible for maintaining all grounds at the Athletic Complex.

**The City of Palestine is responsible for the following:**

1. Maintaining irrigation systems and drainage ditches
2. Maintenance of restroom facilities (to be cleaned one (1) time daily Monday – Friday during seasonal operations between the hours of 07:00 AM – 04:00 PM.
3. Repairs to parking areas
4. Provide grass mowing – edging/weed eating operation for all parks and recreational facilities related to Athletic Complex and other ball fields
5. In parks where baseball fields have been constructed, drag infields and pitcher's mound to minimize soils compaction
6. Moving bleachers on and off field
7. Supplying trash barrels and bags
8. All chemical spraying of fields as determined by staff
9. Furnish utilities and repairs to utilities
10. Furnish necessary striping/chalking for fields on game days ONLY Monday – Friday between the hours of 07:00 AM – 04:00 PM
11. Providing and maintaining bases and home plate equipment for all playing fields at the Athletic Complex as determined by staff.

**The Association(s)/Leagues are responsible for the following:**

1. Removing of all grass clippings that may be remaining from mowing. Any grass clippings, brush or any other kind of natural refuse shall not be placed in any of the trash containers that have been supplied by the City of Palestine.
2. Removing all trash/litter in the dugouts, concession areas, and bleacher areas that has been generated by the athletic program.
3. Keeping the press boxes and concession buildings cleaned.
4. Furnish paper products for restrooms (i.e. toilet tissue and paper towels) during contract season which includes practices and games. Association(s)/Leagues are responsible for additional cleanup as needed.
5. Seeing that all gates are opened and closed during league activities, the athletic complex internal roadways will be void of traffic.
6. Opening, locking, and securing facility restrooms for each night of league play or practice.
7. Turning on and off field and facility lights each night of league play or practice.
8. Providing extra restroom facilities as needed.

**The Association(s)/League(s) shall not:**

1. Allow vehicles of any kind (except 4-wheeler used to pull equipment trailer) on the grounds outside the parking lots. The only exceptions shall be riding lawn mowers and these pieces of equipment shall be properly operated in areas designated for lawn mowers or as authorized by the Community Services Director.

**The Association(s)/League(s) are allowed to:**

1. Mow when necessary, but shall cut the grass lengths agreed by the Association(s)/League(s) and the City of Palestine.
2. Have dirt/infield conditioners delivered to the fields subject to Community Services Department approval. After field materials are delivered, the area where the dirt/infield conditioner was deposited must be cleaned within a one (1) week period or it will become the property of the City of Palestine.
3. Make modifications and/or alterations to any part of the Athletic Complex to enhance the facility. Any and all modifications, alterations, or improvements must be submitted in writing and approved by the City Parks Board prior to implementation. All improvements become property of the City of Palestine.
4. Provide additional marking of the fields outside of scheduled marking taking place Monday – Friday between 07:00 AM – 04:00 PM, using equipment and materials provided by the City.

**Failure to comply with this agreement will result in a \$50.00 fine per violation and possible termination of use of Athletic Complex.**