

**CITY OF MANSFIELD
PARKS AND RECREATION DEPARTMENT
ATHLETIC FIELD USE AND ALLOCATION POLICY**

I. Definitions	Appendix A: Sponsored Organizations
II. Purpose	Appendix B: Sports Season Definitions
III. Scope	Appendix C: Fee Schedule
IV. Policy Administration	Appendix D: Field Closure Procedures
V. Sports Seasons	Appendix E: City-Owned Field Maintenance Agreement
VI. Field Allocation Process	Appendix F: Practice and Game Field Permit
VII. Organizational Requirements	Appendix G: Concession Stand Responsibilities
VIII. Facility Use Requirements and Rogue Play	Appendix H: End-of-Season Information Sheet
IX. Facility Maintenance	Appendix I: Facility Request Form
X. Field Lighting Usage	
XI. Facility Closure	
XII. Scheduling	
XIII. Tournaments/Meets	
XIV. Concession Stands and Vendors	
XV. League Management	
XVI. Insurance	
XVII. Admission Fees	
XVIII. Fundraising	
XIX. Advertising, Signage and Fence Screens	
XX. All Sports Association Meetings	
XXI. Additional Information	
XXII. Penalty	

I. Definitions

"City" means the City of Mansfield, Texas.

"City Council" means the City Council of Mansfield, Texas.

"Department" means the City Department of Parks and Recreation.

"Director" means the Director of the Department of Parks and Recreation or his or her authorized representative.

"Facility Use Agreement" means the official agreement between the City and an organization which is designed to ensure that facilities owned and/or operated by the City are utilized efficiently and safely. The purpose of this agreement shall be to provide the terms and conditions under which an organization can use facilities for authorized activities, define operational and maintenance responsibilities, identify responsibility for costs, and to identify a process to provide improvements and upgrades to facilities and services.

"Game facility" is defined as lighted and unlighted athletic fields maintained and programmed to accommodate competitive and recreational sporting events such as league play, tournaments, practices, camps, and clinics. These fields receive a higher level of maintenance than general park open space. Game facilities are designated by the Department, and are subject to usage fees.

"MISD" means the Mansfield Independent School District.

"MPFDC" means the Mansfield Park Facilities Development Corporation. The MPFDC also serves as the official Parks and Recreation Board.

"Nonresident" means any person who does not live within and whose dwelling house and home is not located within the corporate city limits of Mansfield, Texas.

"Organization" means any organization or group of persons contracting with the City to use park and recreational facilities.

"Park" means any land selected, obtained, or acquired by the City for use as a public park, or recreation or playground area, and any building or facility thereon, owned and maintained by the City as a public park, or recreation or playground area, whether or not such areas have been formally dedicated to such purpose.

"Parking Area" means any designated portion of any park, park road or drive that is set aside for the parking of vehicles.

"Permit" means written permission from the MPFDC or Director to carry out a given activity in a park.

"Person" means any person, firm, partnership, association, corporation, company, or organization of any kind.

"Resident" means any person who lives within and whose dwelling house and home is located within the corporate city limits of Mansfield, Texas.

"Season" means a recurrent period of time characterized by league practices and games associated with registration fees for a particular sport as agreed upon by the designated representative from both parties.

"Sponsored Organization" means any organized group that has entered into a Facility Use Agreement with the City utilizing the City-owned or leased facilities, and in some way providing a service, program, or revenue benefiting the City.

"Vehicle" includes any wheeled device of conveyance, propelled by motor or engine. The term shall include any trailer of any kind, size, or description. Exception is made for vehicles in the service of the City and for motorized wheelchairs and scooters utilized for assisting disabled persons.

II. Purpose

The City of Mansfield developed this policy to allocate field space to sports organizations through an efficient and transparent process. This document establishes the sports Organization eligibility, field time allocation criteria, seasonal definitions, reservation timelines, associated use fees, tournament processes, and other responsibilities which will guide field use for diamond and rectangular sports. This policy creates a level of equity among sports Organizations to ensure some Organizations do not unreasonably receive more time or higher quality fields than another Organization.

Additionally, given the high demand for athletic field space inventory in Mansfield, the Department must ensure the fields are used in a manner that allows them to maintain appropriate quality and safety levels. The Department will monitor field use and adjust scheduled time on fields to ensure that fields are not damaged by overuse.

III. Scope

This policy refers to athletic fields and open grass spaces where sport Organizations practice and play games. The guidelines are not intended for non-sport activities, special events, community unscheduled use, or individual reservations. Organizations receiving space through this policy will do so after programs associated with the City of Mansfield, MISD, and space allocated per agreements with external partners has been scheduled through the Department.

IV. Policy Administration

The administration of this athletic field use and allocation policy shall be the responsibility of the Mansfield Parks and Recreation Department. The Department shall prepare, implement, and enforce such specific rules and regulations for the use of all City-owned or leased parks and athletic facilities as it deems necessary. The Department shall report regularly to the MPFDC on the effectiveness of administering this policy. Exceptions to this policy may be permitted with the prior approval of the Department Director or designee.

V. Sports Seasons

Specific sports seasons will be established for the equitable use and allocation of game facilities by the Department (Appendix B). The primary sport within each season shall be given first priority with regard to field or facility allocation and scheduling. Secondary sports facilities will be allocated on a space available basis. The Director or designee shall determine the eligibility for classification within primary and secondary sports designations.

Sports other than primary or secondary will be addressed as the need arises and subject to facility availability, allocated maintenance funds and capacity game fields or facilities to withstand additional use.

VI. Field Allocation Process

The Department and the Organization agree that allocated fields are owned by the City and provided for the benefit of all citizens of Mansfield. The Department shall maintain final approval over the use of these fields at all times. The Department reserves the right to use any field for other events or programs. The Department reserves the right to change field or concession assignments. See Appendix F Practice and Game Field Permit.

A. Facility Requests

All Organizations shall submit a written request to the Department for the use of facilities by June 1st for spring season sports and January 1st for fall season sports. In the event that two or more Organizations request the use of the same facility, the Department reserves the right to review and adjust scheduling to ensure that all facilities are being fully utilized in the best interest of the City. Priority will be given to programs accommodated during the previous year. Every effort will be made to accommodate new programs according to facility availability.

Written requests should include the following:

1. Facility Request Form Cover Page (Appendix I)
2. History of the Organization
3. Names, titles and background of all Board Members and Officers
4. Terms of Board Members and Officers
5. Current bylaws (website can be listed if available online)
6. Description of the program to be offered including ages and skill levels
7. Description of the Organization's policies, processes and procedures for conducting criminal background checks
8. Description of the Organization's coaches training programs
9. Outline of annual budget including fee schedule
10. Field use estimate (i.e. number of teams and fields, field sizes and types, days of the week, times)

B. Approval Guidelines

The Department shall consider all requests and will allocate facilities in the best interest of the City. Guidelines that will be considered may include, but are not limited to, the items listed below. The Director or his/her designee may also consider any other alternatives in implementing the field or facility allocation for the various users, or make such variations or exceptions as the Director deems in the best interest of the City, giving due consideration to the number of teams and/or participants, facility requirements, nature of the activity, innovation of the program and other relevant factors. **Field allocation decisions will be made by September 1st for spring season sports and April 1st for fall season sports.**

1. Organizations have had a community presence over an extended period of time and have maintained a positive working relationship with the City.
2. Organizations are commonly recognized as the pioneering providers of youth sport opportunities in Mansfield.
3. Organizations should have a good reputation in the community.
4. Organizations should have seasonal participation that includes multiple teams, multiple age groups, and skill levels.
5. Organizations should have a desire to provide a well-rounded youth sport opportunity for the City of Mansfield community with emphasis on open participation.
6. The priority of these Organizations should be to serve the residents of Mansfield. Therefore, registration numbers should consistently show a higher rate of resident participants versus non-resident participants.
7. Organizations should show a commitment to the community through the continued development of well-rounded sport opportunities that would indicate growth and maturity of the Organization which would suggest the likely sustainability of the Organization into the future.
8. Organizations must remain in good standing with the City and should it fall short, does so with the understanding that Department approval may be adjusted or revoked.

C. Any existing Organization wishing to initiate a new athletic program must meet with the Department at least ninety (90) days prior to the proposed season starting date to discuss the availability of game

facilities. A new program is defined as any activity that is not currently offered by the requesting Organization. The Department will attempt to accommodate new programs according to facility availability and participant registration.

- D. The Department may place more than one Organization on a given facility for the same sport. Primary sports will be accommodated prior to secondary sports.

VII. Organizational Requirements

This policy identifies that certain sponsored sports Organizations coordinate and administer, on a volunteer basis, activities that otherwise would require the efforts of the City administration. These sponsored sports Organizations are organized, directed and supervised by a citizen board of directors/executive board and are not directly organized and/or supervised by the Department. All Organizations desirous of establishing leagues and utilizing game facilities owned, leased, or controlled by the City for competitive or recreational league play must comply with the following requirements:

- A. Be headquartered within city limits of Mansfield, Texas with a Mansfield physical address
- B. Be a certified 501(c)3 non-profit Organization
- C. Enter into a binding Facility Use Agreement at the beginning of each season
- D. Provide and keep in force a general liability insurance policy as outlined in Section XVI
- E. Have a standing board that administers the leagues and communicates with the Department as issues arrive, prior to each season for scheduling purposes, and each post season to discuss outcomes
- F. Have adopted and published rules of play
- G. Have a policy that permits individuals to file for exemption from registration fees
- H. Have a non-discrimination policy in which programs operated by the Organization are open to all residents of Mansfield regardless of race, age, socio-economic level, color, sex, national origin, religion, handicap status or geographic residency
- I. Have policies that support the safety of its participants, spectators, volunteers, officials, referees and umpires in the performance of their assigned duties
- J. Upon request, present an update to the MPFDC Board during the annual field allocation process

VIII. Facility Use Requirements and Rogue Play

- A. The Organization must enter into a written Facility Use Agreement with the Department that allows use of designated game fields or facilities outside of the official sports season under special circumstances deemed appropriate by the Director. Additional time and/or field usage may be permitted as mutually agreed upon by the Department and the Organization.
- B. The Organization shall not assign this lease nor shall it sublease or rent out any property of the City without prior written consent of the Department in the form of a permit. This provision includes any practices, camps, scrimmages, tryouts and/or tournaments. Teams, whether recreational or select, must be a registered member of the Organization to receive game and practice privileges. Teams not registered with the Organization should not be given practice or game privileges as this would be considered subletting the fields.
- C. Due to the necessity of inter-league play in order to complete some leagues, Organizations shall assure that only home games are played at City facilities. The Department reserves the right to require all schedules and rosters for non-Mansfield residents and interlocking teams.
- D. The Department reserves the right to utilize facilities when league games are not scheduled. If facilities

are abandoned, the agreement is terminated. All final decisions concerning scheduling will be made by the Department.

- E. The Department will have the final say on field playability, in its sole discretion. In certain situations, an Organization representative will be called and a joint decision will be made on site. (see Appendix D)
- F. The Organization shall not perform any construction, maintenance, repair or alteration to facilities (unless permitted or required by the signed Facility Use Agreement), without the prior written consent of the Department. Any and all capital and/or permanent improvements made to the facility shall become property of the City.
- G. Driving a vehicle inside the athletic facilities and beyond designated roadways and parking lots is not allowed unless Organization representatives are loading or unloading supplies. During these situations:
 - 1. Vehicles must remain on paved areas while in the facility unless prior written consent has been granted by the Department
 - 2. Vehicles must immediately return to designated parking areas when finished
 - 3. Organization activities such as practices and games may not be taking place
- H. The Organization will adhere to all City and Department rules, ordinances and policies. Organization board members, commissioners, and staff are expected to enforce the City's policy regarding playing on fields without a permit. If rogue play is seen, the violators should be asked to leave and told they are not able to use the fields without a permit. If violators refuse to leave, please call the Parks On-Call number at (682) 478-8495.
- I. The Organization shall not engage in any business at facilities or do anything in connection therewith which shall be in violation of any existing State or Federal law or municipal ordinances, or use the same in such manner as to constitute a nuisance.

IX. Facility Maintenance

To ensure the best possible conditions, the Department will work with Organizations to maintain and improve field conditions. Subject to the conditions and provisions set out in this policy, maintenance of various facilities owned and/or leased by the City shall be subject to the following:

- A. Maintenance of all facilities owned, operated or leased by the City will be performed only by the Department unless Organizations enter into a written maintenance agreement with the Department. No modifications, alterations, additions, or deletions (temporary or otherwise), may be made to any facility scheduled by the City unless written approval is obtained from the Department in accordance with the policy for construction/maintenance approval process for Organizations.
- B. Certain athletic sites or fields as determined by the Director or his/her designee, may receive enhanced maintenance in cooperation with specific Organizations. These fields shall be used only on a scheduled basis and shall be identifiable by special signage. These fields or sites may be gated or fenced with controlled access to protect the benefits of enhanced maintenance from unauthorized activity, practices and vandalism.
- C. Organizations will be responsible to:
 - 1. Report any maintenance issues to the Department immediately or within 24 hours of discovery
 - 2. Place all trash, including dugouts and spectator areas, in the appropriate bins at the facility
 - 3. Complete the tasks listed in field maintenance agreement (Appendix E)

X. Field Lighting Usage

Subject to the conditions and provisions set out in this policy, the use of lights at various athletic game facilities used in activities covered by this article shall be subject to the following:

- A. All use of lights, whether for practice or games, shall cease and lights shall be turned off at 11:00pm
- B. Only with the approval of the Department, and only under certain conditions and/or for certain special uses, will the light usage time be extended beyond 11:00pm

XI. Facility Closure

Departmental staff may close a facility/field at any time due to safety concerns, weather and/or poor field conditions. Gated facilities are considered closed when the gates to the facility are not open. Non-gated facilities will be posted with signage at individual fields. (see Appendix D for procedures)

- A. The Department may cancel a game, event, tournament or meet at any time in the interest of ensuring the quality and safety of the facilities.
- B. The decision to cancel the game, event, tournament or meet shall be made by authorized members from the Department. Authorized representatives from the Organization may be contacted for their input in making the decision.
- C. Whenever possible, games, events, tournaments or the meet will first be delayed or postponed. If the fields/facility were originally closed by the Department, the decision to resume play or the meet will rest with the Department.
- D. Failure to comply with this policy will result in the denial of future use of the facilities for games, events, tournaments or meets.

XII. Scheduling

A. League Scheduling

The Department reserves the right to change desired scheduling and facility requests by that Organization, as stated in their Facility Use Agreement, if deemed necessary:

- 1. To complete season play by the established sport season date;
- 2. To accommodate Organization requests that exceed available playing space at available facilities;
- 3. If the Organization fails to maintain "recognized status" by violating provisions in the Facility Use Agreement;
- 4. If scheduling and maintenance efficiency can be enhanced by field dimension compromise; or
- 5. By excessive weather conditions that might affect playing surfaces.

B. Casual Scheduling

Casual scheduling is the use of game facilities by residents, clubs or Organizations on an organized basis who are not participants in locally sponsored leagues or activities. Any group or resident may request the use of a game facility through the Department when available. Such requests will be considered on a space available basis. The applicable reservation and light usage fees will apply.

C. Practice Sessions

- 1. *Sponsored Sports Organization practices.* Game facilities for sports such as baseball, softball, soccer and football, unless they have been designated for scheduled use only, may be used for practice with approval of the Department. Sponsored Sports Organizations will not be charged field use fees for

practices during their contracted seasons.

- a. Each Organization will schedule their teams on their designated fields for their allotted time frames and not otherwise.
 - b. There shall be no practices upon City designated game facilities, or any other area where games and practices have been cancelled due to field conditions.
 - c. Each Organization shall require in its by-laws, rule book or policies that any team under its jurisdiction, after receiving one (1) warning for violating any part of this section, shall forfeit one (1) league game. Penalties may also be assessed as authorized by section XXII.
2. *General public practices.* All reservations for practices by the general public are subject to the following conditions:
- a. Reservation requests must be made through the Department in advance of the intended reservation;
 - b. The applicable reservation and light usage fees must be paid at the time the reservation is made; The scheduled turning on and turning off of lights shall be the responsibility of the Department or as established by written agreement;
 - c. An approved facility reservation form must be obtained from the Department when the fee is paid; and
 - d. No refunds will be made unless the reservation is cancelled by the Department or in case of inclement weather as determined by the Department.

XIII. Tournaments/Meets

- A. The Department recognizes that tournaments and meets provide a benefit to Mansfield both in the opportunity for players to compete against regional, state, or national competition and for the Organization to benefit from potential revenue. Regular league play will take priority over tournaments, but the Department will work with Organizations to try to accommodate requests. Youth tournaments will take priority over adult tournaments.
- B. Tournament field allocation is dependent upon available resources and may be modified if necessary. Factors to consider when requesting to host a tournament should include impact to regularly scheduled play, available parking, facility capacity, and inclement weather plans. If there are two competing tournament requests, the Department will consider the requests' timeliness (e.g.; which Organization submitted the request first), impact to other Organizations (e.g.; does an event displace other Organizations), and benefit to Mansfield players in the approval process (e.g.; does one event cater to a majority of Mansfield players or provide Mansfield players a unique opportunity).
- C. The Department recognizes two types of tournaments; regular season tournaments and invitational tournaments. Regular season tournaments are recreational tournaments that are considered an extension of the Organizations' regular season. Meaning, the teams playing in the tournament do so towards or at the end of the regular season because of automatic entry or advancement from the regular season. The Organization does not use these tournaments for fundraising, does not invite teams from other jurisdictions and does not charge a team fee. Outside teams may be included only if they are part of the regular season play and advance to the tournament such as a district, regional, or state event. These tournaments will only pay fees listed as additional.
- D. Invitational tournaments are those events where teams are invited to participate from outside jurisdiction, pay a fee to the Organization to participate, and could be used as fundraising opportunities. Organizations may be required to pay additional fees as listed in Appendix C.

- E. Any request for tournament play or meets must be made in writing by the sponsoring Organization no less than thirty (30) days prior to the scheduled tournament or meet. Existing tournaments or meets will receive first consideration. Approval of tournament play or meets does not guarantee facility condition or availability of Department personnel or equipment.
- F. Security - Should an Organization need or require the presence of police/security due to the nature or size of the event (as determined by the City), the Organization is responsible for obtaining and paying for police/security services.
- G. Additional Services - Organizations may be responsible for paying for additional items. The Department will invoice the Organization after the event for any of these expenses or for any damage caused by the event beyond normal wear and tear. The rates for many of these items are located in the Annual Department Fee Schedule (Appendix C). Additional items may include:
 - Additional trash collection or winter trash collection
 - Portable toilets or opening on-site restrooms when they would otherwise be closed; portable toilets will be required if the facility does not have enough accommodations for the tournament
 - Field lining or additional field preparation or maintenance by on site Athletic Field Maintenance staff charged at the overtime rate

XIV. Concession Stands and Vendors

The Department shall control concession rights for all parks and recreational facilities. No concession may be sold in any park or facility by any individual, group or organization except with the written approval of the Director or his/her designee.

- A. The Organization may operate concession stands under the following guidelines:
 - 1. If permanent City concession stands are available on the premises, they will be available to the Organization that have games scheduled at the location.
 - 2. The Organization is only permitted to run a concession stand if it has a current signed Agreement in place with the Department.
 - 3. Non-compliance with concession and litter collection may result in forfeiture of concession privileges by the Organization.
 - 4. Per City Ordinance #96.20.F, alcohol shall be prohibited on any park without written permission by the Director.
 - 5. The Organization may subcontract this operation. However, the Department must be given written notice 14 days in advance indicating the desire for the Organization to have a third party operate the concession stand and must also be provided with the details of the agreement between the Organization and third party concessionaire. The Department must review any proposed agreement between the Organization and the third party concessionaire and provide written approval of the agreement to both parties. The third party concessionaire must provide proof of insurance (as outlined in Section XVI of this policy) to the City and must assume all liability for vandalism, theft, etc.
- B. If vendors sell at or on City facilities, the following guidelines must be met:
 - 1. The Department must be notified at least two business days in advance if any vendors will be selling items at or on City facilities. Organizations must give the dates, times and location of where the vendor will be on the premises, as well as what goods are being sold.
 - 2. The Department has the right to deny any vendor access to the facility.
- C. It is the responsibility of the Organization to make sure all vendors comply with all City, County and State Health Department requirements.

XV. League Management

A. Organizational Data

Organizations participating in this policy and receiving regular field allocations are expected to provide organizational data to ensure that they are both meeting the requirements set forth in this policy and help the Department manage field demand, customer service, and trend information. The Organization shall submit or have available on line:

1. Full game schedules one week prior to the first league game
2. A copy of their most recent bylaws
3. Names, position title, best contact phone number and email address of all officers and board members within two weeks after election or appointment

B. Financial Responsibility

1. The Department reserves the right to request financial statements from any Sponsored Sports Organization using City facilities for leagues, tournaments, camps, clinics or concessions. The purpose of requiring financial records is to allow participants the opportunity to effectively monitor use of their money and to ensure that public facilities are not being used as a profit generator for any individual, group, or organization. It is intended that all funds raised by the individual, group, or organization be used directly for the athletic program that is the subject of the Facility Use Agreement. In that manner, the City expects that Organizations shall employ financial management systems that reasonably safeguard its financial resources. Financial records should be developed and maintained in a way that is accessible and understandable to program participants.
2. To ensure fiscal control, Organizations must:
 - a. Keep all financial records in accordance with IRS regulation for 501C(3)
 - b. Submit documentation that verifies valid nonprofit or 501C(3) status. If an Organization loses their nonprofit status from the IRS or State of Texas, the Department must be immediately notified in writing. The Organization must get reinstated no later than one month prior to the start of the upcoming season, or the Agreement will be terminated
 - c. Agree to provide budget and financial documentation upon the City's request at any time and will be due to the Department within three business days of the request
 - d. At Organization's expense, submit an annual, independent financial audit conducted in accordance with U.S. generally accepted auditing standards and accounting principles.
3. If the Organization's accounting practices are found to be fraudulent or mismanaged, the City reserves the right to suspend or cancel the Agreement.
4. Sponsored Sports Organizations may receive field use credits for contributions toward permanent field improvements.
 - a. Only applies to permanent improvements that otherwise would have been budgeted by the Department
 - b. Requests for improvements must be submitted to the Department for approval
 - c. Requests for improvements must be approved through the Mansfield Park Facilities Development Corporation
 - d. Credits for such improvements may only be applied to field use or participant fees for season games, tournaments, camps and clinics

C. Coaches Training

In an attempt to ensure a positive experience for the community's youth, it is strongly recommended that Organizations shall implement training programs to help prepare volunteers as coaches and mentors. These programs should be designed to provide a foundation in coaching principles, sports first aid, sport-specific techniques and communication.

D. Criminal Background Checks

One of the Department's primary goals is to continually ensure the safety and welfare of its youth during their participation in all sports and athletic activities that occur on or in City athletic facilities. Organizations shall adopt and publish a criminal background check policy to be used for determining an individual's eligibility to volunteer.

1. The Organization shall conduct criminal background checks on all persons acting as head coaches, assistant coaches, managers, board members, umpires, referees, employees and any other person acting in an official capacity of the Organization prior to assuming their responsibilities and shall remain valid for the calendar year.
2. The Organization shall employ a reputable company licensed by the State of Texas to conduct such checks, and will be responsible for paying for the expense of all checks.
3. In the event that the Organization determines it is necessary to disqualify a prospective volunteer or to disqualify a volunteer previously certified to the City as meeting the requirements of the policy, the Organization must notify the person in writing (basic facts about the disqualification shall be given to the volunteer, but detailed facts shall not be required). The written notification must also advise the disqualified person of the right to appeal.

E. End-of-Season Information

End-of-Season Information (ESI) sheets (Appendix H) will be sent to each Organization at the completion of each agreement. ESI sheets are to be filled out by each Organization and returned to the Department within one month of receiving the ESI. Once ESI sheets have been received by the Department, end of season invoices will be sent to each Organization. A new agreement cannot be signed until the previous season is paid for and the Organization is in good standing with the City.

XVI. Insurance

The Organization shall be required to carry commercial general liability insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and not less than \$1,000,000 in the aggregate, and with property damage limits of not less than \$250,000 for each occurrence, and not less than \$500,000 in the aggregate. It is also recommended that the Organization purchase an accident policy with \$5,000 coverage to assist participants with minor medical bills.

During the performance of the Facility Use Agreement, the Organization shall maintain the above insurance with an insurance company licensed to do business in the State of Texas and must have an AM Best rating of at least A:VII. The Organization shall provide the Department with a copy of its policy naming the City as additionally insured at least one week prior to any scheduled activities at City facilities.

XVII. Admission Fees

Per City Ordinance #96.20.G, it shall be unlawful for any person or Organization to charge an admission fee to enter any city park or park facility except by executed agreement or permit issued by the Director or designees.

XVIII. Fundraising

In order to conduct fundraising activities in public spaces, Organizations must submit a request in writing no less than thirty (30) days prior to the intended activity. If requesting fundraising as part of an event or tournament, the Organization must identify that as part of the special event application noted in the Section XIII above. If part of a regular season or pre-season event, the Organization must work with the Department to receive permission to conduct fundraising.

If donations are received and/or fundraising occurs in public places:

- Organizations will be required to show proof of nonprofit status by providing proper IRS 501(c) (3) documentation
- Organizations must be incorporated in the State of Texas
- Organizations must provide insurance certificate showing liability coverage for the attendees and the facilities being used (see Section XVI)
- All fundraising must be made solely on behalf of the affiliated Organization and cannot be made on behalf of or for the benefit of any other organization or third party
- All advertisements must identify who the proceeds from the activities are benefiting

XIX. Advertising, Signage and Fence Screens

Organizations with a current Facility Use Agreement on file with the Department will be provided the opportunity to post signage in City parks with advance approval from the Department. This signage is limited to specific parks and within specific seasons.

- A. The Department will review proposed sign content and have final approval prior to the production of the sign.
- B. Sign content must reflect only individuals, groups, or businesses that are donating funds or other means of direct sponsorship support to the Organization. Product promotion is not allowed.
- C. Signs must adhere to all City codes, including the Sign Ordinance (130.20 and 98.03).
- D. Signs must be professionally lettered and of neat and attractive nature.
- E. Signs shall not contain any electronic messages, internal or external lighting or moving parts of any kind.
- F. All sign installation methods and locations must be approved by the Department and will be performed by the Organization.
- G. The Organization shall regularly inspect all signs for necessary repairs.
- H. The Department shall have the right to immediately remove any sign determined to pose an imminent risk of injury to a person, damage to property, or is deemed inappropriate.

XX. All Sports Association

The Mansfield All Sports Association is a combination of representatives from each approved Organization with a Facility Use Agreement in place with the City. The Organization and Department staff will meet quarterly at a location to be announced by the Department. At least one representative from each Organization must be present at each scheduled meeting. Any Organization missing more than one meeting within a calendar year may be subject to dismissal, and have their agreement with the City terminated.

XXI. Additional Information

The Organization shall cooperate fully with any investigation conducted by or on behalf of the City and/or Department. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Department, may result in revocation or suspension of any organizational privileges.

XXII. Penalty

Any sponsoring individual, group, or organization violating any provision of the rules and regulations contained in this policy may be penalized in the following manner:

- A. Any individual, group, or organization may be notified of the violation in a written notice by the Department.
- B. Any individual, group, or organization, upon written notification may be provided an opportunity to resolve the violation determined by the Director or his/her designee.
- C. Any individual, group, or organization violating any of the rules and regulations contained in this policy may be refused the scheduled usage of athletic facilities if such action is deemed necessary by the Director upon the review and disposition of the violation.

DRAFT

Appendix A – Sponsored Organizations

The following Sponsored Sports Organizations are approved by the Mansfield Park Facilities Development Corporation (MPFDC) and the Parks and Recreation Department (PARD), to utilize the City of Mansfield facilities:

- Mansfield Youth Baseball Association
- Mansfield Girls Softball Association
- Mansfield Soccer Association
- Mansfield Pee Wee Football Association
- Mansfield Area Tennis Association

DRAFT

Appendix B – Sports Season Definitions

Spring Season will be defined as the period of time during the months of February through May, inclusive, during which teams are practicing or playing scheduled games, which period shall begin no earlier than one month from the date of the first scheduled game and no earlier than February 1st, and end no later than May 31st during the term of the Facility Use Agreement.

Fall Season will be defined as the period of time during the months of August through November, inclusive, during which teams are practicing or playing scheduled games, which period shall begin no earlier than one month from the date of the first scheduled game and no earlier than August 1st, and end not later than November 30th during the term of the Facility Use Agreement.

Additional time and/or field usage may be permitted as mutually agreed upon by the City and the Organization.

DRAFT

Appendix C – Fee Schedule

Athletic Field Use Fees – FY2020-2021

Athletic Field Fees	Sponsored Associations	Non-Sponsored
Field Use Fees Resident (76063 zip code) Non-Resident	\$7 per participant \$10 per participant	\$15/hour \$20/hour
Light Use Fees Resident Non-Resident	\$20/hour	\$25/hour \$35/hour
Concession/Vending Fees Resident Non-Resident	5% of net sales or \$100, whichever is greater	\$100/day \$150/day
Field Maintenance Fees <u>Field Marking</u> Sponsored – Baseball/Softball Sponsored – Soccer/Football Non-Sponsored - Resident Non-Sponsored - Non-Resident <u>Field Dragging</u> – Tournaments only – Two week notice required – Light use fees may apply	 \$50/field \$75/field \$300/occurrence (regardless of the # of fields)	 \$100/field \$150/field \$300/occurrence (regardless of the # of fields)
Tournaments, Camps, Clinic Fees Tournaments	\$10/game or \$80/field for 8+ games (plus light fees)	<ul style="list-style-type: none">• \$200 deposit• \$300/field/day (resident)• \$400/field/day (non-resident)• Applicable light fees
Camps and Clinics	\$10/field/hour or \$80/field/day for 8+ hours (plus light fees)	
Additional Services Staging PA System Miscellaneous Services (i.e. lighting, equipment, electrical, etc.)	\$300 per event \$100 per event Fees to be determined by the City	

Appendix D – Field Closure Procedures

Weekdays:

1. Department staff will monitor field conditions and weather conditions throughout the day. If a decision on field status is made before 3:00 pm, Department staff will text appropriate Organization representatives and Department staff with that decision.
2. If Organization representatives disagree with the Department's decision, they are to contact the Parks On-Call number as soon as possible to meet on site and discuss.
3. Field status decision is based upon field condition and/or current weather conditions.
4. The final decision on field status for the evening is to be made by the Department staff by 3:00 pm and put on the Field Status Phone Line.
5. After 3:00 pm, it is the responsibility of the Organization to close the fields due to field condition and/or weather conditions.
6. It is the responsibility of each Organization to notify its participants.

Weekends:

1. Department staff will inspect the athletic fields by 7:30 am on Saturday and Sunday and make a decision based upon field and/or current weather conditions. Department staff will text appropriate Organization representatives and Department staff with that decision.
2. If Organization representatives disagree with the Department's decision, they are to contact the Parks On-Call number as soon as possible to meet on site and discuss.
3. The final decision on field status for the day is to be made by the Department staff as soon as possible and put on the Field Status Phone Line.
4. The decision on the field status by the Department staff is final. The Department reserves the right to change the field status throughout the day based upon current field condition and/or weather conditions.
5. It is the responsibility of each Organization to notify its participants.

Appendix E – City-Owned Field Maintenance Agreement

The Department shall maintain and be responsible for the following:


- All turf areas to include mowing, weed eating, fertilizing, herbicide applications and watering according to the standard athletic field maintenance schedule.
- All fences and gates, bleachers and dugouts.
- *Playing field lighting systems*: Staff will check all field lighting systems to make sure lights are in working order at the beginning of each season. If lights need replacing during the season, the Organization will need to notify the staff.
- *Restrooms* - Staff will clean restrooms each day during the season including Saturday and Sunday. Staff will take care of minor building maintenance including clogged toilets and sinks.
- *Bagged garbage* – Staff will remove all bagged garbage from the receptacle to the large dumpster. Staff will be responsible for having the large dumpster emptied on a regular basis.
- *Infield drying materials*. The Department will purchase one pallet (average of \$600) of drying material each year. Additional drying materials to be purchased by the Organization.
- *Infield dragging and preparation* – Cut outs and base paths will be raked and/or dragged three days a week (typically Monday, Thursday, Friday). Days may change due to schedules, maintenance and weather.
- *Pitching rubbers and home plates* – Department will purchase pitching rubbers and home plates as needed. Additional ones will be purchased by the Organization unless damaged by staff.
- *Base hardware* – The Department will prepare all base hardware including base indicators/whiskers prior to the beginning of the agreed upon dates of the Facility Use Agreement.
- *Pitcher Mounds* - The Department will prepare and add clay as needed prior to the beginning of the agreed upon dates of the Facility Use Agreement.
- *Scoreboards* – Staff will check all scoreboards and controllers for proper working condition at the beginning of each season. If the lights need to be replaced during the season, the Organization will need to notify the staff.
- Staff will be available for a “workday” with the Organization if needed. Dates and times will be coordinated between the staff and the Organization.
- Staff will meet with the Organization 3-4 weeks prior to each season and two weeks after each season completion to discuss any problems, questions or suggestions.

The Organization shall maintain and be responsible for the following:

- Marking and cutting field lines: Before each game or as needed.
- *Litter Control*: The Organization will patrol and maintain all litter and garbage on fields, dugouts, concession stand and grounds. All litter and garbage will be bagged up and taken to the trash receptacles at the end of each days use. If litter and trash have not been properly bagged the Department will notify the Organization and they will have 24 hours to correct the problem or the Department will hire contract laborers and will charge the expense back to the Organization.
- *Concession stand area*: The Organization will clean the concession stand, make sure the equipment is properly turned off and the doors are locked at the end of each days use.
- Purchasing and storing of all bases.
- Installing hardware for bases and home plates.
- *Hand raking cutouts and base paths*: The Organization will hand rake two days a week or as needed based on schedules, maintenance and weather. The Organization will make sure that raking will be done towards the base and not away from the base into the grass to help prevent the build-up of “lips”.
- *Base Hardware*: The Organization will be responsible for all base hardware maintenance including base indicators during the agreed upon dates of the Facility Use Agreement.
- *Pitchers mounds*: The Organization will work, rake, water and maintain all pitchers mounds at the end of each days use or as needed.
- *End of the Facility Use Agreement*: The Organization will return the playing fields to the City at the end of the agreed upon dates of the Facility Use Agreement in similar condition as received at the beginning date of the Facility Use Agreement.

Appendix F – Practice and Game Field Permit

**PARKS AND RECREATION DEPARTMENT
2017 FALL PRACTICE & GAME FIELD PERMIT
August 1, 2017 – December 1, 2017**

<p>CITY OF MANSFIELD</p>  <p>ANDREW BINZ RECREATION SUPERINTENDENT</p>	<p>MANSFIELD I.S.D.</p> <hr/> <p>ATHLETICS DEPARTMENT</p>
---	---

Mansfield Girls Softball Association:

City Fields: McKnight East McClendon West

MISD Fields: Geyer Field Rogene Worley Imogene Gideon T.A Howard
Kenneth Davis Tarver Rendon Annex Tarver Rendon School

Mansfield Youth Baseball Association:

City Fields: McClendon East Sports Complex – Baseball

MISD Fields: D.P. Morris Martha Reid Alice Ponder Glenn Harmon
Thelma Jones Willie Brown Cross Timers Donna Shepard
Mary Lillard Annette Perry

Mansfield Pee Wee Football Association:

City Fields: Clayton Chandler Football Fields

MISD Fields: Danny Jones (practice field) Brooks Wester (practice field) Asa Low (flag and cheer only)

Practices to be held at Danny Jones on the following dates: TBD

No Practices to be held at Chandler Park or Danny Jones on the following dates: TBD

Mansfield Soccer Association:

City Fields: Hardy Allmon Phillip Thompson Mouser Field Sports Complex – Soccer

MISD Fields: Willie Brown J.L. Boren Alice Ponder Annette Perry
Elizabeth Smith Mary Lillard Anna May Daulton Erma Nash
Mary Orr Roberta Tipps

Stipulations:

City Fields – Hardy Allmon and Phillip Thompson are Monday – Friday only.

MISD Fields – MISD activities take precedence over Association activities.

Appendix G – Concession Stand Responsibilities

The Department shall be responsible for:

1. Off-season winterizing of plumbing fixtures and cutting off all water and electricity inside the concession stand following the end of the fall season, or when freezing temperatures are prevalent.
2. Installation, maintenance, and service of telephones and alarm systems, if applicable.
3. Maintenance and repairs to the electrical and plumbing inside the building.
4. Maintenance and repairs to the outside of the building.
5. Adequate trash receptacles shall be furnished by the Department.

The Organization shall be responsible for:

1. Policing the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc., generated by the concession stand. Organization will be responsible for placing any “excess” litter generated by the concession stand in the on-site dumpster.
2. Inside the building to include fixtures, appliances and all equipment necessary for storage, preparation and serving food to comply with City, County and State Health Department requirements.
3. Security of the building by setting alarm systems, if applicable.
4. Contents of the building and to secure insurance for all contents owned by the Organization.
5. Keeping on only the essential appliances during the season’s non-use times. Only refrigerators and freezers (and not air conditioners) may be left on at all times. Ice machines shall be unplugged and water lines unhooked during the off season.

Appendix H – End-of-Season Information Sheet

Association: _____ Date: _____

Season: _____ Official End Date: _____

Number of Teams: _____

Total Number of Registrants: _____

Zip Code Breakdown: ZIP Code Number of Registrants

76063 _____

Number of Season Games Played: _____

Concession Revenue:

Gross Revenue: \$ _____

Expenses: \$ _____

Net Revenue: \$ _____

Appendix I – Facility Request Form

**** This form must be submitted with all facility requests and is only intended to be the cover page for an organization's written request. Please see section VI of the City of Mansfield's Athletic Field Use and Allocation Policy for full details on the information that must accompany this form.**

Organization: _____

Address/City/Zip: _____

Contact Name: _____ **Phone:** _____

Email: _____

Season: ☐ Spring (June 1st request deadline) ☐ Fall (January 1st request deadline)

Facility Request (check all that apply)

City of Mansfield

- | | | |
|--|---|--|
| <input type="checkbox"/> Skinner Sports Complex (baseball) | <input type="checkbox"/> Chandler Park (baseball) | <input type="checkbox"/> McKnight Park East |
| <input type="checkbox"/> Skinner Sports Complex (soccer) | <input type="checkbox"/> Chandler Park (football) | <input type="checkbox"/> McClendon Park East |
| <input type="checkbox"/> Philip Thompson (M-F only) | <input type="checkbox"/> Hardy Allmon (M-F only) | <input type="checkbox"/> McClendon Park West |

Signed

Date