

**FARMERSVILLE CITY AMENITIES BOARD
AGENDA
NOVEMBER 09, 2017 AT 4:15 P.M.
CITY COUNCIL CHAMBERS
205 S. MAIN ST.
FARMERSVILLE, TX 75442**

- I. PRELIMINARY MATTERS**
Call to Order, Roll Call, and Recognition of Visitors
- II. APPROVAL OF MINUTES**
Minutes from October 16th, 2017 meeting
- III. UPDATE ON THE SENIOR CITIZEN CENTER: Woody Wright**
- IV. UPDATE ON THE LIBRARY/CIVIC CENTER: Trisha Dowell**
- V. UPDATE ON THE PARKS AND RECREATION**
 - A. Consider Recommendation to the City Council for the new Little League Contract
 - B. Update on Playground equipment for City Park
- VI. CITY MANAGER UPDATE: Ben White**
- VII. DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS**
- VIII. ADJOURNMENT**

No action may be taken on comments received under "Recognition of Visitors". The Board may vote and/or act upon each of the items listed in the Agenda.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive service must be made 48 hours prior to this meeting. Please contact me at 972-782-6151 or fax 972-782-6604 for further information.

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted on the front window of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted on November 6th, 2017 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.

Dated this the 6th day of November, 2017.



Paula Jackson, City Staff Liaison



**ATHLETIC COMPLEX JOINT USE AGREEMENT BETWEEN
THE CITY OF FARMERSVILLE,
AND
THE FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION**

This Athletic Complex Joint Use Agreement ("Agreement"), is entered into by and between the **CITY OF FARMERSVILLE, TEXAS** ("City") and **FARMERSVILLE LITTLE LEAGUE BASEBALL ASSOCIATION**, an unincorporated entity (the "Little League") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

WHEREAS the City of Farmersville owns the athletic facility located at the intersection of Murchison Street and Merit Street that is known as the J. W. Spain Athletic Complex ("Complex"); and,

WHEREAS the City of Farmersville wishes to maximize the use of the Complex for the benefit of Farmersville and area citizens by entering into this Agreement with the Farmersville Little League Baseball Association by defining and enumerating the duties and responsibilities of each entity regarding the maintenance and use of the Complex;

NOW THEREFORE, the City of Farmersville and the Farmersville Little League Baseball Association agree to the following user regulations concerning the J. W. Spain Athletic Complex:

Section 1. Designation of Fields and Field Use

For purposes of clarity in this agreement, the south field in the Complex will be designated Field 1. The middle field of the Complex will be designated as Field 2. The north field will be designated as Field 3. The baseball fields on the eastern most side of the Complex will be known as Field 4 and Field 5 respectively. Fields constructed after the date of this Agreement will be numerically designated at the time of construction. Fields 1 through 5, and any additional fields that may hereafter be constructed will hereafter be referred to singly and collectively as the "Playing Fields."

The Little League Baseball regular season begins in February and runs through June. The Little League will have priority access to Fields 1 thru 5 during all scheduled league games and team practices. The Little League must provide the Little League's game schedule to the City Manager, or his designee, as soon as the Little League's schedule becomes available in each year (or season) of this Agreement. The Little League must also provide the Little League's practice schedule to the City Manager, or his designee, prior to practices beginning before and during each year (or season) of this Agreement. At all other times the Complex is open for the public's use on a first-come first-use basis. Any scheduling should be brought to the attention of the City Manager as soon as practicable after any such conflict is discovered.

The Little League may begin preparation of the Playing Fields for the playing season at any time before the beginning of the playing season after notifying the City Manager, or his designee, of the Little League's intent to begin such work. The City Manager, or his designee, has the final authority for scheduling all Complex events.

Section 2. Grounds Maintenance

The Little League shall prepare and maintain all Playing Fields for Little League events. All Playing Fields must meet high-quality and presentable playing condition from the beginning to the end of the playing season.

Trash and litter will be picked up and removed from the Playing Fields and bleacher areas at the end of each day on which the Little League hosts or holds one or more scheduled league games and/or team practices (each such day being a "Playing Day"). In addition, periodic cleaning shall be performed by the Little League at intervals between Playing Days, if necessary, to prevent a buildup of trash and litter. If Little League does not comply and allows trash and litter to be left on the Playing Fields after any use, the City will impose a charge not to exceed \$200 per incident. Little League will be responsible to pay said trash and litter removal fees. If the City charges the Little League a third time for the same incident or a similar type of incident, the City may at its discretion, terminate the Agreement and not allow the Little League to use all or part of the facilities at the Complex.

The City will provide adequate trash receptacles and trash removal for the purpose of keeping the Complex clean. Little League shall be responsible to have a designated area for trash pickup. Little League will be billed for labor and material for any needed follow-up cleaning provided by the City

The City is responsible to provide for mowing, weed control, edging, and watering of the entire Complex including Playing Fields and common areas.

The Little League shall provide the City Manager a list of organization members with contact information that will be granted keyed lock and combination lock access to the Complex and its facilities. This access list will be posted on the City's website to facilitate access to and the use of the Complex. Little League activities shall not be conducted without the presence of a member that is identified on the access list.

Section 3. Concession Stand Operation and Proceeds

The Little League is responsible to provide concession services during all scheduled Little League events at the Complex. All expenses associated with the Concession Stand for scheduled Little League events will be the responsibility of the Little League. The Little League shall retain all proceeds, after expenses, from concession stand sales for all scheduled Little League events. The concession stand must be cleaned by Little League after each use specifically including, but not limited to, the grill/stove. The grease must be removed by the Little League and disposed of in a proper manner. The grease drip tray must be totally cleaned and free from any remnants of grease after each use of the concession stand by Little League. The Little League must remove all trash and garbage from the concession stand and placed it in the appropriate trash receptacles provided by the City. The floors must be mopped and cleaned by the Little League.

Section 4. Restroom and Concession Maintenance

Restrooms are also under the control and maintenance of the Little League during their respective playing seasons. The Little League will open the restrooms on Playing Days

for games and practice times, but must keep the restrooms locked at all other times. The Little League is responsible to the City for safeguarding, supplying, and thoroughly cleaning the restroom facilities.

Winterizing of restrooms and the concession stand will be the responsibility of the City as well as normal maintenance, repairs, and replacements.

The concession stand will be kept clean and sanitary **at all times** by the Little League when it is under its use and control and all equipment used will meet applicable regulatory standards of the City. If conditions exist in the restroom or concession stand that require work by the City or if the City is required to hire a third-party to repair, maintain or replace any equipment or facilities the associated cost of such repair, maintenance, or replacement will be the responsibility of the Little League. If Little League does not compensate the City with the costs of repair, maintenance or replacement due to work by the City or where the City is required to hire the repair, the City will impose a charge not to exceed \$200 per incident in addition to the costs incurred for said incident. Little League will be responsible to pay said fees. If the City charges the Little League a third time for the same incident or a similar incident, the City may at its discretion, terminate the contract and not allow the Little League to use all or a part of the facilities at the Complex.

Section 5. Equipment, Supplies, and Storage Facilities

In recognition of the Little League's need to protect and maintain its equipment and supplies, the City grants use of the detached storage facility located next to the south gate and one storage room inside the Concession Building to the Little League. The City will share the use of the storage room located on the south side of the Concession Building with the Little League. The City will have exclusive use of one storage room inside the Concession Building.

Section 6. Modifications or Improvements to Complex

Any suggested modification or improvements to the Complex must be presented to the City Manager, or his designee, for consideration with the City Amenities Board. Following the Board's review, recommendations will be forwarded to the City Council for final approval. Little League will share the costs of such modifications or improvements as agreed upon, and approved by the City Council, prior to construction. The City will prepare invoices for Little League's portion of the costs of such modifications or improvements. Payment is due within 15 days. Non-payment will result in a 10% surcharge and possible termination of this Contract.

Section 7. City Utilities

Until further notice, the City will continue its practice of providing water, sewer, electricity, and information technology service to the Complex at no charge to Little League. The City retains the right to assess future charges for these services after giving notice at the end of the playing season and prior to the next playing season for which such charges will begin to be assessed to and collected from Little League. However, discovery that field lights have been left on after Little League use will result in an immediate \$200 charge for each such incident. Similarly, discovery that the water has been left running after Little League use will result in an immediate \$200 charge for

each such incident. If the City charges the Little League a third time for the same incident or a similar incident, the City may at its discretion, terminate the Agreement and not allow the Little League to use all or part of the facilities at the Complex.

Section 8. Ancillary Financial Matters

The Little League shall provide to City copies of Little League's year-end financial statement, ending December 31st, for each year during the term of, and prior to the renewal of, this Agreement and any extension of this Agreement. All financial obligations contracted for by the Little League in relation to its use of the Complex must be paid in return for the satisfactory delivery of goods and services, and failure to do so without just cause will be considered reason for the City to cancel the agreement with the Little League. In no case will the City be responsible for expenses or obligations contracted by the Little League for any reason unless by prior and specific agreement.

The City will not provide the Little League with any insurance coverage including, but not limited to, contents insurance coverage for the concession building. The Little League will be obligated to determine and provide the types and levels of insurance coverage that it believes to be necessary for Little League's use of the Complex beyond the insurance coverage required hereunder to protect the City.

Section 9. Insurance Required

- A. Without limiting any of the other obligations or liabilities of the Little League, the Little League shall, at its own expense, procure, pay for and maintain during the term of this agreement the hereinafter stipulated minimum insurance with companies duly licensed to write business in the State of Texas and approved by the City.
1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Such insurance shall cover, but not be limited to, the liability assumed under the indemnification provisions of this agreement, fully insuring the Little League's liability for injury to or death of owners, employees and third parties, extended to include personal injury liability coverage, and for damage to property of third parties including damage to the Complex. Coverage must be written on an occurrence form.
 2. When applicable by law, Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
 3. Umbrella or Excess Liability insurance with minimum limits of \$1 million each occurrence and annual aggregate for bodily injury and property damage, that follows form and applies in excess of the above indicated primary coverage (1, 2 and 3). The total limits required may be satisfied by any combination of primary, excess or umbrella liability insurance

provided all policies comply with all requirements. The Little League may maintain reasonable deductibles, subject to approval by the City of Farmersville.

The Little League shall furnish to the City Manager certificates of insurance on an "ACCORD" form executed by the insurer or its authorized agent stating the coverages, limits, expiration dates and compliance with all applicable required provisions prior to any use of the Complex by the Little League. Certificates shall reference this agreement and be addressed as follows:

City of Farmersville,
Texas c/o City
Manager
205 S. Main Street
Farmersville, TX
75442

- B. With reference to the foregoing required insurance, the Little League shall endorse applicable insurance policies as follows:
1. In the event the Little League is required by law to obtain, or has otherwise obtained, Workers' Compensation insurance and Employers' Liability coverage the Little League and its insurers) shall provide a waiver of subrogation regarding such coverage in favor of the City of Farmersville and its officials, employees, and officers for losses arising from the activities under this contract.
 2. The City of Farmersville and its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy and all other required insurance policies, by using endorsement CG2026 or broader.
 3. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least a thirty (30) day notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by the A.M. BEST Company or equivalent.
- D. Payment of any and all deductibles on each insurance policy shall be the responsibility of the Little League.

Section 10. Non-League Events

City approval is required for all Non-Little League events. Deposits and user fees generated from all non-Little League events will be assessed and collected in accordance with the Fee Schedule as set out in Appendix A and shall be made payable to the City of Farmersville.

Deposits will be returned to the users, provided the Complex has been cleaned to the satisfaction of the City Manager. If the condition of the Complex requires work by City personnel, a charge of \$200 per hour will be deducted from the deposit until the deposit is exhausted. The non-league entity (team or private party) renting the Complex, will be billed for any additional costs that City may incur due to misuse of the Complex and termination of all or partial use of the Complex may be enforced by City.

Section 11. Personal Conduct at Athletic Events

The City recognizes that crowd noise is a part of any athletic activity and accepts a certain level of noise. However, the City requests that the Little League make a good faith effort to discourage any undue harassment of neighbors by participants or spectators at any activity for which Little League is responsible.

The Little League will be responsible for the proper conduct of team members, coaches, fans, and other spectators during any activity sponsored or sanctioned by the Little League at the Complex and, if necessary, will ask the City for assistance in maintaining order.

The sale or consumption of alcohol, illegal drugs, or illegal chemical substances at the Complex is a violation of city ordinances, **will not be permitted**, and will be punishable according to applicable law. The Complex is a non-smoking facility and **smoking shall not be allowed in, on and about the Complex**. Violators will be punished in accordance with the City's ordinances prohibiting smoking at the Complex.

The City retains the right to restrict the times of use and conduct of all activities in and about the Complex. Such right may be exercised without notice in the case of substantial violation of the City's regulations but must be authorized by official City Council action after thorough investigation and verification of said violation. A list of Little League Board Members must be made available to the City Amenities Board along with the Little League Board Members' respective contact numbers and email addresses prior to the beginning of this Agreement and at least one time prior to the beginning of each calendar year during the term of this Agreement and any renewal terms. The Little League will be provided with the City Manager's contact information should any issue arise with the Complex that needs immediate attention.

Section 12. Hold Harmless and Indemnification

The Little League does hereby agree to waive any and all claims, release, indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by willful misconduct, error, omission, or negligent act of the Little League, its officers, agents, employees, invitees or other persons, arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex and the Little League will, at its own cost and expense, defend and protect City from any and all such claims and demands. Also, the Little League agrees to and shall indemnify, defend and hold harmless City and all of its officials, officers, agents and employees, in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind,

including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this agreement or any and all activity or use pursuant to this agreement, or on or about the Complex. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise from the negligence of the City, its officers, officials, agents or employees and whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. City is responsible only for City's sole negligence.

Section 13. Term

This agreement will be in force for a term of two years from October 1, 2017 through September 30, 2019. Either party may cancel participation in this contract with a thirty day written notice. However, a bona fide effort must be made to resolve any misunderstandings or disagreements leading to the cancellation.

Two (2) months prior to the expiration of this Agreement, and provided no proposal has been offered by the Little League, it shall be the responsibility of the administrative staff of the City of Farmersville to initiate action to review the Agreement, taking into consideration any proposals from the Little League, and forward proposals to alter, amend, extend or cancel the Agreement to the City Amenities Board for consideration. Following consideration, the City Amenities Board shall make recommendation to the City Council regarding any proposed modification or cancellation of the Agreement. Cancellation or modification to the Agreement must be in writing and approved by the City Council.

Section 14. Notices

For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

Developer:	City of Farmersville:
Farmersville Little League Baseball Association _____ _____ _____	Ben White City Manager 205 S. Main Street Farmersville, Texas 75442

The Parties will have the right from time to time to change their respective addresses upon written notice to the other Party. If any date or notice period described in this Agreement ends on a Saturday, Sunday or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday or legal holiday.

This Athletic Joint Use Agreement has been approved by the governing bodies of each Party, as follows.

City of Farmersville

Diane C. Piwko, Mayor

Dated: _____

Attest:

Sandra Green, City Secretary

Date: _____

Farmersville Little League

Mark Smith, Director

Date: _____

APPENDIX A

SCHEDULE OF USER FEES

Applicable to all Non-Little League events

Activity Description	Resident	Non Resident
Deposit, any Combination of Fields	\$250	\$350
Use of Field 1,2, or 3	\$50	\$250
Use of Field 4 or 5	\$100	\$200
Use of Field 6	\$150	\$200
Lights, Hourly Rate (per field)	\$20	\$40

All fees must be paid at the time the reservation is made or at least two weeks prior to the reserved date.

Deposit is refundable if the fields, restrooms and concession area is clean and in working order.