

## **RESOLUTION 11-41**

### **A RESOLUTION TO ESTABLISH A POLICY FOR THE SPRING HILL LIONS CLUB TO USE THE EVANS PARK BALL FIELDS RECOMMENDED BY THE PARKS AND RECREATION COMMISSION ON MARCH 17<sup>TH</sup>, 2011**

**WHEREAS**, the City of Spring Hill owns and maintains the property known as the Pete Boyd Recreation Complex located at 563 Maury Hill Street; and

**WHEREAS**, the attached policy for the use of the facility also establishes terms and conditions regarding the Premise, term of policy, maintenance and repairs, City and User obligations, etc, as follows:

#### **I. PREMISE**

The Premise is certain real property commonly known as the Pete Boyd Recreation Complex located at 563 Maury Hill Street, Spring Hill, Tennessee (the "Premise"). The Premise is a public owned facility by the City of Spring Hill and therefore open to the public unless otherwise indicated.

#### **II. PURPOSE**

The City of Spring Hill (the "City") agrees to allow the Spring Hill Lions Club ("User") the use of the Premise for the sole purpose of conducting a Youth Softball/T-ball program and Annual Horse Show. User may also provide for the sale of items at the concession facility provided on the property. The User will agree to comply with the terms of this resolution, the rules and regulations of the Spring Hill Parks and Recreation Department and all applicable city, state and federal laws.

#### **III. TERM**

The term of this Policy is for a period of 2 year commencing on May 1, 2011 and ending on April 30, 2013, renewing annually, unless terminated earlier by the terms provided. The User will have access to the Premise from May 1<sup>st</sup> until August 31<sup>st</sup> based on their submitted schedule of games and practice times that must be submitted to the Parks and Recreation Commission at the April meeting. The Parks and Recreation Commission reserve the right to allow other entities use of the Premise as long as it does not conflict with User's submitted schedule. All non scheduled dates/times will hereby be free and open to the general public.

#### **IV. CITY OBLIGATIONS**

A. The City will maintain the playing fields for the normal scheduled games.

Maintenance will include but not limited to:

1. Mowing of playing surface
2. Fertilizing, spraying and weed control
3. Field preparations (dragging and lining)
4. Bases and base anchor repair
5. Fence and bleacher repair

- B. The City will maintain the concession stand in a clean and safe condition while complying with all regulations pertaining to the serving of food and beverages. This includes building repairs and maintenance for the roof, interior and exterior walls, doors, plumbing and electrical systems. It also includes providing paper products and routine cleanup for the restrooms.
- C. The City will maintain the parking areas.
- D. The City at anytime reserves the right to cancel any scheduled games due to unsafe field conditions caused by inclement weather or other unforeseen circumstances.
- E. The City shall conduct meetings if it deems necessary to discuss maintenance and league business.

#### IV. USER OBLIATIONS

- A. The User will provide any additional maintenance of the fields required between consecutively scheduled games.
- B. The User will maintain the concession stand in a clean, safe and healthy condition. The User will not sell or promote the sale of any alcohol or tobacco products. The User will be required to open the concession stand at every scheduled game and will be responsible for all supplies needed. At the end of the season the User will leave the concession stand clean and may be required to remove all or any requested belongings. NOTE: The City reserves the right to allow other entities the usage of the concession stand outside of the User's scheduled dates. As all the concession equipment is currently owned by the Lions Club, the City would take responsibility for such equipment when permitting other entities use of the concession facility.
- C. The User will make reasonable efforts to maintain the parking lot, playing field, common areas and restroom facilities in a trash free condition during scheduled times. The User will perform trash and litter pick up and placement into receptacles. The User is responsible for emptying trash receptacles filled by any league generated events into provided dumpsters

#### V. USER REPRESENTATIONS

- A. User covenants that it will not discriminate against any person, including, but not limited to sex, race, religion, national origin or disability and that it's program and services will comply with the Americans with Disabilities Act.
- B. User shall maintain a liability insurance policy no less than one (1) million dollar coverage during the term of its usage. A certificate of insurance must be provided to the City prior to the beginning of each season. Such insurance shall cover accident or damage in or on the demised premises and any parking areas or entrance ways. User hereby agrees to indemnify and hold the City of Spring Hill completely harmless from any and all claims resulting from the User's use of the premises.
- C. User accepts the property as suitable for the intended use and will protect and maintain the premise in the conditions in which it is found.
- D. User shall ensure there are processes and procedures in place which encourage participation of underprivileged children. The user will also give priority of use to all Spring Hill Citizens.

## VI. UTILITIES

- A. The City will provide and pay for all utilities for the premise and any arrangement for repair.
- B. The City reserves the right to directly bill User for any abuse or overuse of utilities that are in excess of normal monthly costs. The City shall have the sole responsibility for determining if there has been excessive use of utilities.

## VII. POLICIES

- A. Signage  
The User shall post no signs on the property without approval from the City.
- B. Vendors  
Outside vendors will not be permitted without prior approval from the Parks and Recreation Commission.
- C. Structures  
The User shall not alter or modify any existing buildings or structures nor build or locate any new buildings or structures on the premise without prior written approval from the City.
- D. Termination  
This policy may not be assigned or transferred. The City reserves the right to terminate usage of the premise at its discretion and for any reason that the City deems appropriate and necessary. In the event of a breach of policy, the City may, but is not required to, give User an opportunity to timely correct the default. If the User decides to no longer utilize the premise for it's recreational venture, the City requests written request at least six (6) months prior to season start in order to plan and continue such activities for the citizens of Spring Hill.
- E. Powers  
The City has the power to remove any organization or individual not abiding by this policy or for conduct deemed inappropriate to the citizens of Spring Hill.

## XII. ENTIRE POLICY

This resolution constitutes the entire policy with respect to any matter referenced herein and supersedes any and all writings and oral negotiations. This Policy may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Policy shall prevail over any inconsistent provision in any other contract document appurtenant hereto.”

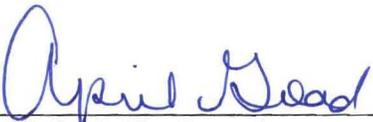
**NOW, THEREFORE BE IT RESOLVED**, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the attached "Policy for the Spring Hill Lions Club to use the Evans Park Ball Fields" is hereby approved.

Passed and adopted this 18<sup>th</sup> day of April, 2011.



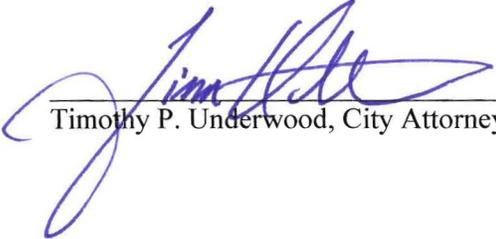
Michael Dinwiddie, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Timothy P. Underwood, City Attorney