

RESOLUTION NO. 01192023-01

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A ONE YEAR FACILITIES USE AGREEMENT BETWEEN LA VERNIA LITTLE LEAGUE AND THE CITY OF LA VERNIA, TEXAS FOR USE OF THE CITY OF LA VERNIA BASEBALL AND SOFTBALL FIELDS.

WHEREAS, the City of La Vernia and La Vernia Little League (hereinafter referred to as the League), believes that the use of the City Park Baseball and Softball Fields by the League is a wise use that benefits both the citizens and the youth of La Vernia, Texas; and

WHEREAS, the City of La Vernia hereby agrees to cooperatively provide the use of the park facilities at which the League will conduct their baseball and softball programs;

NOW THEREFORE: BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS:

1. The City of La Vernia and the League do hereby enter into an agreement pursuant to Exhibit "A" attached hereto and incorporated herein for all purposes is hereby approved.
2. The City Administrator is hereby authorized to execute said Agreement on behalf of the City of La Vernia.

PASSED AND APPROVED THIS 19th DAY OF January 2023.

Martin Poore, Mayor
City of La Vernia

ATTEST:

Lindsey Boyd-Wheeler, City Secretary
City of La Vernia

APPROVED AS TO FORM:

City Attorney
City of La Vernia

EXHIBIT "A"

FACILITIES USE AGREEMENT

I.

The City of La Vernia, Texas hereinafter referred to as "City" and La Vernia Little League hereinafter referred to as "League" enter into this Agreement governing the usage of athletic fields and facilities, lights, and all other supportive items of public property owned by the City.

The City does hereby grant to the League the right and privilege to use the Baseball and Softball Fields located in La Vernia City Park, La Vernia, Texas for pre-season, regular season, post-season, or tournament play for a term of 1-year from January 1, 2023 through December 31, 2023.

II.

In consideration for such privilege herein granted by the City, the League shall:

A. Covenant and agree that the use of lights will be according to the Lighting Section of City Ordinance No. 47 and use of other supportive items will be within reason and utilized only within a time limit specified by the City.

B. THE LEAGUE UNDERTAKES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CITY, CITY'S OFFICIALS, EMPLOYEES, AND AGENTS, FROM ANY LIABILITY, COSTS OR DAMAGES (INCLUDING ATTORNEY'S FEES) THAT MAY BE INCURRED BY CITY, CITY'S OFFICIALS, EMPLOYEES, OR AGENTS AS A RESULT OF ANY CLAIMS DEMANDS, COSTS, SUITS, ACTIONS, OR JUDGMENTS ARISING OUT OF THE USE OF SAID FIELDS, FACILITIES, AND OTHER PROPERTY PURSUANT TO THIS AGREEMENT. During the term of this agreement, the League undertakes and agrees to carry at its own expense and with a company acceptable to City, liability insurance that is an admitted carrier with a Best Rating of "A" or better, to protect City, City's officials, employees, and agents, and any third party or parties from any liability or damages whatsoever, including those referred to herein. The limits of liability shall not be less than \$500,000 combined single limits per occurrence, or equivalent. League shall name the City of La Vernia as an additional insured on all such insurance and shall furnish proof of said coverage to City prior to use of the facilities.

C. Police and maintain in a clean and sightly manner the fields and surrounding area in compliance with all standards of public health. The "surrounding area" shall be construed to mean any property subject to trash or debris blown, carried by patrons, or otherwise distributed from such fields and such waste materials shall include all trash, paper, bottles, bottle caps, wrappers, cups, and other waste materials. Such waste materials shall be collected and disposed of before 9:00 a.m. of the day following an event of the League. The City shall have the right to suspend League play until further notice should the League fail to police and maintain in a clean and sightly manner any field and area surrounding it in compliance with all standards of public health. Notice of such suspension shall be delivered in writing to the League at least forty-eight (48) hours prior to the effective time of the suspension.

D. No permanent improvements may be constructed upon the premises without prior written approval of the City Administrator. Presentation of proposed projects to City Council may be required. Approved projects may be subject to the following requirements before construction may begin:

1. Submission of a site and/or project design for approval by the City of La Vernia's Building Official. Any structure erected on City property must have the appropriate engineering certificate by an engineer licensed to practice in the State of Texas. All work must be done by a licensed contractor registered with the City of La Vernia. All projects must meet the requirements of the Texas Architectural Barriers Standard.

2. Obtain all necessary permits as required by City of La Vernia building officials for each stage of construction and schedule inspections with City of La Vernia building officials.

3. Satisfy periodic and a final inspection by City of La Vernia building officials.

E. Covenant and agree that the title to any and all improvements shall be vested in the City of La Vernia and revert to the City's control after completion.

F. Covenant and agree that any other usage of the facility during this agreement that is not sponsored by the League or the City, must have written approval of the City. The City shall retain the right to rent the facilities when not in use by the League. The League Spring season is identified as January 15th through July 15th. The League Fall season is identified as August 15th through October 31st. Failure to provide schedule could result in city renting the fields to others.

G. As consideration for the use of the facilities described above, the League agrees to pay to the City no later than the 1st day of January each year a fee of \$28,500.00. This fee is in accordance with the City of La Vernia Annual Budget Fee Schedule and cannot be subject to any discounts or deductions.

H. Submit to the City the following league information seven (7) days prior to the beginning of the season:

1. Schedule of all League play including practices and games.

2. Tournaments Scheduled. Any tournaments scheduled after the start of the season must be submitted fourteen (14) days prior to the date of the tournament.

4. List of Little League officers and phone numbers.

I. Upon requests, make available to City staff League accounting and bookkeeping records.

J. Provide labor and materials to chalk or paint field and baselines.

K. Ensure that the lights and sprinkler system are maintained and repaired as needed. Report Water leaks on a timely basis.

L. Covenant and agree to maintain and operate the concession stand facility.

M. Will maintain the restrooms during hours of Little League operation. Staff will ensure there is extra supplies and is stocked before the start of each day.

III.

A. The City agrees to perform the following tasks as far as its resources shall allow:

1. Will maintain two full-time parks employees (as allowed by budget).
2. Maintain area around the playing fields.
3. Mow fields on scheduled days, weather permitting
4. Provide trash containers in order for the League to maintain the area in a clean and sightly manner.
5. Will be responsible for monthly utilities.

IV.

This agreement shall be revocable at the option of either party for non-performance of any covenant contained herein or when the City Council, after study by the City Administrator or any Park Advisory Board, deems that such cancellation is in the best interest of the City.

Notice of such cancellation shall be delivered to the League by certified mail at least 30 days prior to the date of the termination of this League Agreement. "Delivered" as that term is used herein shall mean written notice with sufficient postage thereon properly deposited in the United States mail to the address of the League President.

Notice of cancellation by the League shall be delivered to City of La Vernia, c/o City Administrator, 102 E. Chihuahua Street, La Vernia, Texas, 78121.

V.

La Vernia Little League Officers:

President: _____

Address: _____

Phone: _____

Treasurer: _____

Address: _____

Phone: _____

Witness our hands this _____ day of _____ 20____

City of La Vernia

By: _____
City Administrator

ATTEST:

Lindsey Boyd-Wheeler, City Secretary
City of La Vernia

By: _____
League President