RESOLUTION NO. R111226-01

A RESOLUTION BY THECITY COUNCIL OF THE CITY OF LA VERNIA, TEXAS ENTERING INTO A ONEYEAR AGREEMENT WITH LA VERNIA LITTLE LEAGUE;AND AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT.

WHEREAS, the City of La Vernia, Texas City Council has given authority to the City Administrator to make and be responsible for administrative decisions; and

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 residents and the youth of La Vernia, Texas as described in **Exhibit A**;

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

SECTION 1. The City Council of the City of La Vernia hereby authorizes the City Administrator to execute an agreement with La Vernia Little League for the shared use, maintenance, and responsibility of the park ballfield areas

SECTION 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 3. All resolutions or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

SECTION 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND APPROVED, this 12th day of November 2026.

CITY OF LA VERNIA, TEXAS

_____

Gary Gilbert, Mayor

ATTEST:

_____

Madison Farrow, City Secretary

APPROVED AS TO FORM:

_____

City Attorney

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 2-year from January 1, 2027 through December 31, 2029 and will auto renew or until cancelled by the City.

The city and the league shall conduct an annual review of this Agreement each September to discuss compliance with the Agreement, operational matters, and any grievances or concerns raised by either party.

II.

Season Definitions: The League Spring season is identified as January 15th through July 15th, and the League Fall season is identified as August 15th through October 31st.

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

A. As consideration for the use of the facilities described below, the league agrees to pay the city no later than the 15th day of January each year a fee of $28,500.00 for exclusivity of all fields per this agreement. This fee is in accordance with the City of La Vernia annual Budget Fee Schedule and cannot be subject to any discounts or deductions.

B. The League shall comply with all posted City rules, parks operations rules, and lighting requirements.

C. 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, City’s officials, employees, and agents as additional insured on all such insurance and shall furnish proof of said coverage to City prior to use of the facilities.

D. The League shall:

1. Provide a list of materials and labor for pre-season and in-season field maintenance

2. Perform routine restroom checks and stocking during and after League activities

3. Complete field preparation including chalking, dragging, and raking during the spring and fall seasons as defined above

4. Maintain fields and surrounding areas in a clean and sightly manner during the spring and fall seasons as defined above.

5. Provide league officer contact information.

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

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

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

9. Enforcement: Failure to perform any obligation contained in Sections C.1 through C.8 may result in the City issuing a compliance penalty. Upon two (2) documented instances of non-compliance within a single season, the City may impose a $250 per-incident penalty and/or suspend the League's access to the fields until all deficiencies have been fully corrected.

E. No permanent improvements may be made without prior written City Administrator approval. All improvements must follow City permitting, engineering, and inspection requirements. Title to all improvements vests in the City upon installation.

F. Facility Use and Scheduling

1. The League shall communicate an updated schedule monthly to the city.

2. Tournament schedules must be submitted at least 14 days prior to the event.

3. Post-season schedules must be submitted to the City no later than seven (7) days prior to the start of post-season play.

4. The League acknowledges that the City retains full scheduling authority for all non-League rentals.

5. The League shall provide City-approved users full access to the field, except when the field is deemed unsafe for play. Beginning at 12:00 p.m. on Saturdays following any league tournament, and/or upon notification that any fields are available for rental, the City shall have sole priority scheduling rights to all fields. During City-reserved times, the League shall not schedule practices, games, or tournaments.

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 the budget).

2. Maintain area around the playing fields.

3. Mow playing fields the week prior to opening ceremonies and every two weeks during seasonal play, 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.

6. Will be responsible for checking fields after field rental.

7. Maintain fields and surrounding areas in a clean and sightly manner during rentals during league schedule.

8. Perform restroom cleaning and stocking during city rentals.

9. Conduct all trash removal around the rented field(s).

10. Upon requests, make available to League staff accounting and bookkeeping records of field rentals.

11. Will Provide an annual food license

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: _____

Phone: _____

City of La Vernia

By: _____
City Administrator

ATTEST:

_____
Madison Farrow, City Secretary
City of La Vernia

By: _____
League President