

**AGREEMENT FOR PRIORITY USE AND MAINTENANCE OF SETTLER'S PARK
SPORTS FACILITIES AND PARKING LOT EXPANSION CONTRIBUTION**

This AGREEMENT FOR PRIORITY USE AND MAINTENANCE OF SETTLER'S PARK SPORTS FACILITIES AND PARKING LOT EXPANSION CONTRIBUTION ("Agreement") is made this _____ day of _____, 2025 ("Effective Date"), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho ("City"), and Meridian Youth Baseball/Softball, Inc., a nonprofit corporation organized under the laws of the State of Idaho ("MYB/S").

WHEREAS, City and MYB/S have historically worked together to enhance the Meridian community's quality of life by providing and supporting recreational opportunities for members of the Meridian community;

WHEREAS, on February 14, 2006, MYB/S and City entered into an agreement entitled *City of Meridian Parks & Recreation Department Meridian Youth Baseball/Softball, Inc. Amendment to Development and License Agreement* ("2006 Agreement"), under which MYB/S agreed to contribute funding for the construction of the baseball fields at Meridian Settlers' Park, 3245 N. Meridian Road, Meridian, Idaho ("Park"), including all associated facilities, amenities, infrastructure, infields, outfields, batting cages, fences, vegetation, and/or buildings ("Fields"), as depicted in *Exhibit C*, in exchange for exclusive rights to schedule use of the Fields;

WHEREAS, on January 9, 2024, MYB/S and City entered into an agreement entitled *First Amendment to City of Meridian Parks & Recreation Department Meridian Youth Baseball/Softball, Inc. Amendment to Development and License Agreement* ("2024 First Amendment"), under which City allowed MYB/S to install retractable awnings on two of the City's concession stands in Park, in order to provide shade and weather protection for MYB/S and other park users, at MYB/S's expense;

WHEREAS, MYB/S desires to continue using the Fields for its baseball and softball programming;

WHEREAS, City is willing to grant priority use of Fields to MYB/S in consideration of the youth sports programming, facility maintenance, and parking lot expansion monetary contributions by MYB/S as set forth in this Agreement;

WHEREAS, this Agreement shall supersede and replace the 2006 Agreement and the 2024 First Amendment, both of which shall be null and void upon execution of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, and in consideration of the recitals above, which are incorporated herein, City and MYB/S agree as follows.

I. PRIORITY USE OF FIELDS.

Throughout the term of this Agreement, as generally set forth in *Exhibit A*, MYB/S shall be entitled to priority use of the Fields for baseball and softball practice sessions, games, tournaments, classes, camps, and related preparatory activities, which priority use shall preclude non-MYB/S uses of the Fields. Specific dates for the Parties' and the public's respective uses of the Fields shall be determined by communications between the City Contact and the MYB/S Contact in the December prior to the upcoming year. MYB/S shall not be entitled to use the Fields for any purpose, on any date or time other than those listed in *Exhibit A*, unless MYB/S makes a separate reservation through the Meridian Parks and Recreation Department. MYB/S may reserve additional Fields at Park for the purposes described in this Agreement without paying reservation fees, but reservations of all other Meridian Park and Recreation facilities shall be subject to all applicable fees.

II. RIGHTS AND OBLIGATIONS OF PARTIES.

A. General rights and obligations of MYB/S regarding Fields.

1. **Consideration.** In consideration for the priority use granted by this Agreement:
 - a. **2025–2027:** From the Effective Date of this Agreement through December 31, 2027, MYB/S shall provide consideration to City in the form of MYB/S's historic development of the Fields, provision of youth baseball and softball programming opportunities in Meridian, and long-standing relationship with City.
 - b. **2028:** From January 1, 2028 through the term of this Agreement, MYB/S shall make an annual payment to City in the amount of twenty-five thousand dollars (\$25,000.00) in order to contribute to the installation of the expanded parking lot at Park. MYB/S shall make such payment by remitting to City two (2) installments annually, beginning in 2028. MYB/S shall pay to City the first installment of twelve thousand, five hundred dollars (\$12,500.00) by May 1, 2028, and thereafter by May 1 of each subsequent year through the term of this Agreement. MYB/S shall pay to City the second installment of twelve thousand, five hundred dollars (\$12,500.00) by November 1, 2028, and thereafter by November 1 of each subsequent year through the term of this Agreement.
2. **Maintenance.** MYB/S and City shall each complete the respective maintenance responsibilities as set forth in *Exhibit B*. City shall provide all necessary utilities and services to MYB/S and Fields, including, but not limited to, electricity, restrooms, water, sewer, and/or waste removal.
3. **Concession stands.** MYB/S shall be permitted to exclusively use, operate, and maintain the two (2) concession stands serving the Fields, and to store personal property in such buildings. MYB/S shall obtain all applicable permits and comply with all applicable laws and regulations applicable to the sale of concessions. If required by City agreement, MYB/S shall honor any beverage exclusivity agreement entered into by the City for Park. All revenue generated from concession sales shall support MYB/S programming.
4. **Fields use and scheduling.** Communication between MYB/S and City regarding Fields use and scheduling shall occur by e-mail between MYB/S Contact and City Contact. Each party

shall have the right to rely upon such communication in scheduling its uses of Fields. City Contact shall schedule, and the MYB/S Contact shall attend, in-person meetings in February and July of each year in order to confirm schedules and discuss any outstanding issues regarding scheduling, maintenance, or use of Fields or Park.

5. Tournament requirements.

- a. Payment provided pursuant to this Agreement shall not include payment for additional fees or costs related to tournaments. MYB/S shall be separately responsible for payment of all fees due and owing for additional City staffing and services necessitated by tournament play.
- b. Fourteen (14) days prior to a tournament, MYB/S shall request that City order additional trash container(s) and/or pick-up service.
- c. MYB/S shall provide all tournament set-up, clean-up, and any and all other staffing, janitorial, and/or facility maintenance needs.
- d. MYB/S shall conduct an additional survey and clean-up of the Fields between sunrise and 10:00 a.m. on the day following any tournament.
- e. MYB/S shall bring in portable restrooms for tournaments, at MYB/S's sole expense. Portable restrooms shall be placed only on hard surfaces.

6. Additional reservations. When necessary for the purposes described in this Agreement, MYB/S may reserve the Fields on days or times other than as specifically set forth in *Exhibit A*. City shall schedule such reservations as Fields are available and in accordance with City policy regarding field reservations and scheduling, except that reservation fees shall not apply to MYB/S's reservation of Fields at Park. MYB/S's reservation of all other Meridian Park and Recreation facilities shall be subject to all applicable fees and general facility reservation policies.

7. Reasonable use. MYB/S shall employ best efforts to ensure that its use of Fields and Fields facilities, amenities, infrastructure, and/or vegetation is appropriate and reasonable. Where MYB/S's use of Fields and Fields facilities, infrastructure, and/or vegetation causes disproportionately excessive damage to same, MYB/S shall reimburse City for the cost or proportionate cost of necessary repairs and/or replacement. MYB/S shall exercise best efforts to see that any and all use of Fields, where such use is scheduled or authorized by MYB/S, is in compliance with all laws and with City's policies regarding use of City parks and/or facilities, including, but not limited to, such reasonable policies as may be adopted or enacted by the Director of the Meridian Parks and Recreation Department.

8. Collection of fees. MYB/S shall have right to assess and collect reasonable fees for participation from members of the MYB/S program and/or tournament participants. MYB/S may only charge admission to the Fields in the following circumstances:

- a. A regional or state tournament hosted by MYB/S which is affiliated with a national sponsor which requires the host to charge admission fees; or

- b. Where City provides written consent at least thirty (30) days in advance of the tournament.

All proceeds from any admission fees collected by MYB/S shall be used to support MYB/S programming. Except as otherwise agreed in writing, City shall not be entitled to any fee assessed and/or collected by MYB/S. Except as specifically provided in this Agreement, MYB/S shall not charge admission for regular league play or any other regular activity of MYB/S. MYB/S shall not have the right to assign or sublease all or any portion of the Fields or of MYB/S's interest in this Agreement or any privilege or right hereunder without the prior written consent of City. MYB/S shall not assign or sublet any right conveyed by this Agreement, including scheduling any other party's use of Fields during the priority use times established for MYB/S in *Exhibit A*.

- 9. **Equipment use and storage.** Except as specifically set forth in this Agreement, MYB/S shall be solely responsible for providing, maintaining, preparing, repairing, and/or replacing any and all necessary equipment for any and all MYB/S activities at Fields. MYB/S acknowledges that the use and storage of MYB/S's equipment and property at Fields carries risks, some of which may be unknown. Any and all known and unknown risks and costs related to or arising from the use or storage of MYB/S's equipment, including, but not limited to, loss or theft of, damage to, and/or damage or injury caused by such equipment, shall be borne solely by MYB/S.
- 10. **Banners.** MYB/S shall be responsible for coordinating with City Contact the installation of any banners or notices posted by MYB/S at Park, and shall be responsible for removing them from Fields as appropriate or as directed. The following content shall not be displayed on any banner or notice posted at Park by MYB/S:
 - a. Profane, obscene, indecent, violent, or pornographic content and/or language;
 - b. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, sexual orientation, or national origin;
 - c. Defamatory or personal attacks;
 - d. Threats to any person or organization;
 - e. Content that promotes, fosters or perpetuates conduct in violation of any federal, state or local law;
 - f. Content that encourages or incites illegal activity;
 - g. Information that may tend to compromise the safety or security of the public or public systems;
 - h. Content that violates a known legal ownership interest, such as a copyright, of any party; or
 - i. Any content that contains or perpetuates a message that the Director of the Parks & Recreation Department deems to be inappropriate and not in the best interest of the City of Meridian.
- 11. **Parking.** MYB/S shall make every reasonable effort to ensure that persons attending MYB/S games at the Fields do not park in the Cedar Springs Subdivision. MYB/S shall remind game attendees of this requirement by means of signs, spoken reminders, emailed reminders, and posting on the MYB/S website and social media accounts.
- 12. **Exclusion from Fields.** Any exclusive use granted to MYB/S by this Agreement shall not include the right to exclude any law-abiding person from the Fields so long as such person is

not interfering with MYB/S's use thereof and not violating MYB/S's rules, regulations, and policies. MYB/S shall have the right to exclude from the Fields persons who are interfering with MYB/S's use of Fields or violating MYB/S rules, regulations, and policies. In the event that MYB/S has determined that a person shall be excluded from the Fields on these grounds, MYB/S shall first ask the person to leave the Fields, and if such person declines, MYB/S shall contact Meridian Police Department Meridian to effectuate the exclusion and update Parks & Recreation staff via email. MYB/S shall not have the right to interfere with any person's concurrent, lawful use of Park, where such concurrent use does not conflict or interfere with MYB/S's use. MYB/S shall exercise any exclusive use granted by this Agreement only in accordance with the terms of this Agreement and in accordance with any and all applicable laws and City policies.

- 13. No alterations to premises; no liens.** MYB/S shall not make, or permit to be made, alterations on or to Park or the Fields without first obtaining City's written consent. Except as otherwise specified in this Agreement, additions to, or alterations of, the premises shall become at once a part of the real property and belong to City. MYB/S shall keep Park and the Fields free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by MYB/S.
- 14. Awnings.** Throughout the term of this Agreement, MYB/S shall retain ownership of the retractable awnings on each of the two (2) concession stands serving the Fields ("Awnings"). MYB/S shall ensure that the Awnings are in good condition aesthetically and operationally by engaging routine inspection and maintenance pursuant to all applicable manufacturer's and installers' recommendations. MYB/S shall ensure that all maintenance and repairs of the Awnings are conducted by professionals with proper licensing and certification. MYB/S shall be responsible for obtaining all permits and inspections necessary for work on the Awnings and related systems. Upon termination or expiration of this Agreement, the Awnings shall become the property of City.

B. General rights and obligations of City regarding Fields.

- 1. Notification of Fields closure.** City shall provide thirty (30) days' notice to MYB/S when a field or fields at Park will be closed for routine or scheduled maintenance or repair of Fields facilities, infrastructure, vegetation, or other component, except that City may undertake, with fewer days' notice or no notice, emergency maintenance or repairs necessary to protect the health, safety, and/or welfare of the public, or where such alterations, construction, or improvements will not unreasonably affect MYB/S's use of Park or Park amenities or facilities as set forth in this Agreement.
- 2. Stop use; field location.** Any duly authorized agent or employee of City may stop priority or scheduled use of Fields and/or City facilities, including play in progress, at any time where such action is warranted due to field or other conditions, or coach, player, or spectator conduct. Any duly authorized agent or employee of City may require that MYB/S utilize or not utilize a particular field or fields due to weather conditions and/or ground surface quality.
- 3. Public park.** The parties hereto expressly acknowledge that Fields and Park are public spaces, the management and scheduling of which shall at all times be within the sole

purview of City. City shall have the right to use or allow the use of Fields and Park for any and all purposes and under any and all conditions, so long as such use does not conflict or interfere with MYB/S's priority or scheduled use of the Fields, except where necessary to protect the health or safety of Fields users and/or the public.

- 4. Scheduling; collection of fees.** City shall be solely responsible for scheduling all use of Fields, Fields facilities and amenities, and Park. In accordance with its policies, City shall have right to assess and collect reasonable user fees from persons who use Fields; however, the amount of such user fees shall not exceed costs and expenses actually incurred. MYB/S shall not be entitled to any Fields user fee assessed and/or collected by City.

IV. GENERAL PROVISIONS.

- A. Term.** The term of this Agreement shall be from the Effective Date written above through December 31, 2032. The Agreement term shall be renewed automatically for three additional five-year periods (from January 1, 2033 through December 31, 2037; from January 1, 2038 through December 31, 2042; and from January 1, 2043 through December 31, 2047), unless earlier terminated by either party in the manner provided in this Agreement.
- B. Day-to-day communications.** Communication between MYB/S and City regarding day-to-day matters (e.g., issues related to use, scheduling, and maintenance of Fields) shall occur via e-mail, facsimile, or telephone. City shall provide MYB/S the name, e-mail address, and telephone number of specific City personnel ("City Contact") who shall serve as the liaison between City and MYB/S for all matters regarding the day-to-day scheduling, use, and maintenance of Fields and Fields. MYB/S shall provide City the name, e-mail address, and telephone number of specific MYB/S personnel ("MYB/S Contact") who shall serve as the liaison between MYB/S and City for all matters regarding the day-to-day scheduling, use, and maintenance of Fields and Fields.
- C. All other notice.** All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via electronic mail ("e-mail") or mailed via United States mail, addressed as follows:
- | | |
|---|--|
| If to City: | If to MYB/S: |
| City of Meridian | Meridian Youth Baseball/Softball, Inc. |
| Attn: Parks & Recreation Dept. Director | Attn: MYB/S President |
| 33 E. Broadway Avenue | 13601 W. McMillan Road, Suite 102, Box 292 |
| Meridian ID 83642 | Boise ID 83713 |
| meridianrecreation@meridiancity.org | president@mybbaseball.com |
- Either party may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to the other party in the manner herein provided.
- D. Quarterly review.** City Contact shall schedule, and the MYB/S Contact shall attend, a quarterly meeting to review Fields use and scheduling, address any concerns which may have arisen, and discuss improvements regarding or related to the parties' joint use of Fields.
- E. Conflict resolution.** If either party believes that the other party is not fulfilling its obligations as established by this Agreement, the complaining party shall give written notice of its complaint

to the other party. The party receiving the complaint shall, within fourteen (14) calendar days, correct the situation and confirm the correction in writing, or reject the complaint, explaining the mitigating circumstances and why a remedy cannot be achieved.

- F. Assignment.** MYB/S shall not assign or sublet all or any portion of MYB/S's interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of City. MYB/S shall not assign or sublet any right conveyed by this Agreement, including, but not limited to, scheduling any other party's use of Fields during the priority use times established for MYB/S in *Exhibit A*. This provision shall apply to and are binding upon the respective organizations, legal representative, successors, and assigns of the parties.
- G. No agency.** Neither MYB/S nor its employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of City in any manner or for any purpose whatsoever in their use and occupancy of Fields. No actual or putative ownership rights of real property or fixtures at Park are conveyed to MYB/S by this Agreement.
- H. Indemnification.** MYB/S and each and all of its employees, volunteers, agents, contractors, officials, officers, servants, guests, and/or invitees, and all participants in MYB/S programming, shall indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by MYB/S or any MYB/S employee, agent, contractor, official, officer, servant, guest, and/or invitee, or any participant in or observer of MYB/S programming, at or in its use of Fields, Park, and/or any amenity or appurtenance thereto, or any lack of maintenance or repair thereon, which is not caused by or arising out of the tortious conduct of City.
- I. Insurance.** MYB/S shall maintain, and specifically agrees that it will maintain, throughout the term of this Agreement, liability insurance in the minimum amount as specified in the Idaho Tort Claims Act set forth in Title 6, Chapter 9 of the Idaho Code. The limits of insurance shall not be deemed a limitation of the covenants to indemnify and save and hold harmless City; and if City becomes liable for an amount in excess of the insurance limits herein provided due to the actions or omissions of MYB/S or any MYB/S employee, agent, contractor, official, officer, servant, guest, and/or invitee, or any participant in or observer of MYB/S programming, MYB/S covenants and agrees to indemnify and save and hold harmless City from and for all such losses, claims, actions, or judgments for damages or liability to persons or property.
- J. Premises available as is.** City makes no warranty or promise as to the condition, safety, usefulness, or habitability of the premises; MYB/S and its employees, volunteers, agents, contractors, officials, officers, servants, guests, and/or invitees accept Fields and Park for use as is, both at the Effective Date of this Agreement and for each practice session, game, and/or tournament, and any portion thereof.
- K. Compliance with Laws.** In performing the scope of services required hereunder, City and MYB/S shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

L. State of Idaho requirements. The following provisions, as applicable, are required by Idaho law. The terms used in this provision shall have the definitions as set forth in the respective Idaho Code provisions.

1. Pursuant to Idaho Code § 67-2346, MYB/S certifies that MYB/S is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control.
2. Pursuant to Idaho Code § 18-8703, as applicable, MYB/S certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider.
3. Pursuant to Idaho Code § 67-2359, MYB/S certifies that MYB/S is not, and for the duration of this Agreement will not be, a company currently owned or operated by the government of China.
4. Pursuant to Idaho Code § 67-2347A, MYB/S certifies that MYB/S is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because that individual or company engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture.
5. Pursuant to Idaho Code § 67-2347A, MYB/S certifies that MYB/S is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of any individual or company because that individual or company engages in or supports the manufacture, distribution, sale, or use of any firearm.

M. Cancellation. The Director of the Parks & Recreation Department may, in his sole discretion, elect to close Park, and cancel MYB/S's use and/or reservation of Fields, with no notice to MYB/S, where closure is in the best interest of City or the public health, safety, or welfare, due to weather, Act of God, or other reason. City shall neither assume nor incur any liability for costs, damages, or losses incurred due to such cancellation. For purposes of this agreement, an Act of God shall include, but shall not be limited to: fire, storm, flooding, disease, national or local emergency, natural or human-caused disaster, or any other emergency or hazard under which it is illegal, impractical, or unsafe for use of the Fields to proceed as scheduled, in the Director's sole discretion.

N. Non-Appropriation. MYB/S acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate. Notwithstanding anything in this Agreement to the contrary, City's obligations under this Agreement shall be subject to and dependent upon appropriations being made by City Council for such purpose.

O. Attorney Fees. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.

P. Grounds for termination. Grounds for termination of this Agreement shall include, but shall not be limited to:

1. An act or omission by either party which breaches any term of this Agreement.

2. An Act of God or other unforeseeable event which precludes or makes impossible the performance of the terms of this Agreement by either party.
3. A change in circumstances that renders the performance by either party a detriment to the public health, safety, or welfare.
4. A decision by either party that termination will serve its best interest.

Q. Termination process. Either party may terminate this Agreement by providing one hundred eighty (180) days' advance written notice of intention to terminate. Such written notice shall include a description of the breach or circumstances providing grounds for termination. As applicable, a seven (7) day cure period shall commence upon mailing of the notice of intention to terminate. If, upon the expiration of such cure period, cure of the breach or circumstances providing grounds for termination has not occurred, this Agreement may be terminated upon provision of written notice of termination.

R. Surrender of premises. Upon the expiration or termination of this Agreement, MYB/S shall quit and surrender the Fields, Park, concession stands, restrooms, and all fixtures and premises in Park to City without causing or allowing any waste thereon. City hereby agrees that in consideration of MYB/S's performance of the terms and conditions of this Agreement, MYB/S may peaceably and quietly have and enjoy the Fields as set forth in this Agreement.

S. Construction and severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

T. Entire agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

U. Non-waiver. Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.

V. Third-party beneficiaries. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person or entity not a party hereto.

W. Exhibits and recitals. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein. All recitals set forth at the beginning of this Agreement are hereby incorporated into this Agreement by this reference.

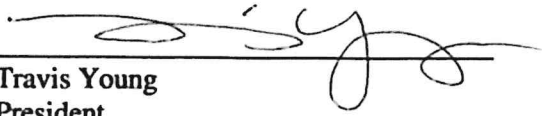
X. Applicable law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.

Y. Approval required. This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and MYB/S. The parties signatory hereto represent

and warrant that each is duly authorized to bind, respectively, City and MYB/S to this Agreement in all respects.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

MERIDIAN YOUTH BASEBALL/SOFTBALL, INC.:



Travis Young
President

CITY OF MERIDIAN:

BY: _____
Robert E. Simison
Mayor

Attest: _____
Chris Johnson
City Clerk

EXHIBIT A

PRIORITY USE OF FIELDS AND BATTING CAGES

I. MYB/S PRIORITY USE OF FIELDS AND BATTING CAGES

A. March through May:

1. Batting Cages & All Fields (1-8): Monday, Tuesday, Wednesday, Thursday, and Friday from 3:00 p.m. to sunset
2. Batting Cages & All fields (1-8): Saturdays from sunrise to sunset
3. Batting Cages & All fields (1-8): Sundays from 12:00 p.m. to sunset
 - Exception: Memorial Day weekend. MYB/S priority from sunrise to sunset on fields (1-5)
 - Exception: Memorial Day weekend. City has priority from sunrise to sunset on fields (6-8)

B. June and July:

1. Batting Cages & Fields 1–6: Monday, Tuesday, Wednesday, Thursday, Friday from 12:00 p.m. to sunset
2. Batting Cages & Fields 7-8: Monday, Wednesday, and Friday from 12:00pm to sunset
3. Batting Cages & Fields 7-8: Tuesday and Thursday from 2:00pm to sunset
4. Batting Cages & All fields (1-8): Saturdays from sunrise to sunset.
5. Batting Cages & All fields (1-8): Sunday from 12:00pm to sunset.
 - Exception: Tournament dates where MYB/S will have priority use from sunrise to sunset on all fields (1-8).

C. August through third Friday in October:

1. Batting Cages & All fields (1-8): Monday, Tuesday, Wednesday, Thursday, and Friday from 3:00 p.m. to sunset
2. Batting Cages & All fields (1-8): Saturdays from sunrise to sunset
3. Batting Cages & All fields (1-8): Sundays from 12:00 p.m. to sunset
 - Exception: Tournament dates where MYB/S will have priority use from sunrise to sunset on all fields (1-8).

D. Tournaments, on dates as agreed with City Contact per section I of Agreement: all fields and batting cages, sunrise to sunset

II. CITY PRIORITY USE OF FIELDS

A. March through September

Senior Wooden Bat League:

1. Fields 7-8: Tuesday and Thursday from 8:00 a.m. to 2:00 p.m.
2. Fields 7-8: Last Saturday in September (Senior Wooden Bat Championship)

B. Memorial Day Weekend:

1. Fields 6-8: Friday, Saturday, Sunday, and Monday sunrise to sunset.

III. PUBLIC PRIORITY USE OF FIELDS (FIRST COME/FIRST SERVED OR RESERVATION)

A. March through May:

1. Batting Cages & Fields 1–6: Monday, Tuesday, Wednesday, Thursday, and Friday from sunrise to 3:00 p.m.
2. Batting Cages & Fields 7–8: Monday, Wednesday, and Friday from sunrise to 3:00pm
3. Batting Cages & Fields 7-8: Tuesday and Thursday from 2:00pm to 3:00pm
4. Batting Cages & All fields (1-8): Sundays from sunrise to 12:00 p.m.
 - Exception: Memorial Day weekend. MYB/S priority from sunrise to sunset on fields (1-5)
 - Exception: Memorial Day weekend. City has priority from sunrise to sunset on fields (6-8)

B. June and July:

1. Batting Cages & Fields 1–6: Monday, Tuesday, Wednesday, Thursday, Friday from sunrise to 12:00 p.m.
2. Batting Cages & Fields 7-8: Monday, Wednesday, and Friday from sunrise to 12:00pm
3. Batting Cages & All fields: Sunday from sunrise to 12:00 p.m.
 - Exception: Tournament dates where MYB/S will have priority use from sunrise to sunset on all fields (1-8).

C. August through third Friday in October:

1. Batting Cages & Fields 1-6: Monday, Tuesday, Wednesday, Thursday, and Friday from sunrise to 3:00 p.m.
2. Batting Cages & Fields 7-8: Monday, Wednesday, and Friday from sunrise to 3:00pm
3. Batting Cages & All fields (1-8): Sunday from sunrise to 12:00 p.m.
 - Exception: Tournament dates where MYB/S will have priority use from sunrise to sunset on all fields (1-8).

EXHIBIT B

MAINTENANCE RESPONSIBILITIES

FIELD AND TURF		
Task	Responsible Party	Frequency/notes
Turf – mow, edge	City	Mow and edge once or twice weekly as needed.
Turf - irrigate	City	Complete as needed/available seasonally.
Turf – seed, reseed, lay sod, fertilize, insect/pest control	City	Complete as needed.
Infield surface – maintenance (repair field edges, remove lip, infield mix, etc.)	City	Complete once annually.
Infield surface – game prep (drag, chalk, foul line paint, etc.)	MYB/S	Complete for all MYB/S games and tournaments.
Foul line paint	MYB/S	Complete as needed.
Mound clay (field conditioner)	City	City to provide one pallet per year for MYB/S and public use by end of March. MYB/S responsible for purchasing any additional mound clay, at MYB/S sole expense.
Quick Dry material	City provides; MYB/S applies	City to provide one pallet per year by the end of March. MYB/S responsible for purchasing any additional quick dry, at MYB/S sole expense.
Warning track surface	City	Complete as needed.
Weeding	City	Complete as needed.
FACILITIES		
Facility/task	Responsible Party	Frequency/notes
Concession buildings – general (HVAC, pest control, electrical repairs, doors, roof, exterior paint, etc.)	City	Complete as needed. Standard maintenance and repairs to be completed by the City. Subject to Section 7 of this agreement.

Concessions building 2 nd Floor Office Space/Meeting Room/Restroom – Furniture, interior painting, etc.	MYB/S	MYB/S shall maintain in good repair as needed.
Concessions Building Maintenance Garage – interior painting, equipment, supplies, etc.	MYB/S	MYB/S shall maintain in good repair as needed.
Concession building awnings – general	MYB/S	Maintain/repair/replace as needed.
Concession buildings – janitorial (clean, stock, pick up trash, transfer full trash bags to roll-off, replace trash bags)	MYB/S	Complete daily, including upstairs office/meeting room.
Restroom – general (HVAC, pest control, electrical repairs, roof, paint, etc.)	City	Complete as needed.
Restroom – janitorial, 7:00 AM to 3:00 PM daily (clean, stock, pick up trash, transfer full trash bags to roll-off, replace trash bags)	City	Complete daily. If request is made two weeks in advance and depending on availability, City Staff may provide service after 3:00 PM at overtime rate billed to MYB/S per City fee schedule.
Restroom – janitorial, 3:00 PM to dark and all tournaments (clean, stock, pick up trash, transfer full trash bags to roll-off, replace trash bags)	MYB/S	Complete daily.
Dug out – general (paint, netting, fencing, roof, etc.)	City	Complete as needed.
Dug out shed – general (paint, roof, etc.)	City	MYB/S to maintain and secure all equipment stored in dugout shed.
Storage shed(s) (paint, roof, repair, etc.)	MYB/S	MYB/S to install two sheds in 2025. Maintain in good repair as needed.
FIXTURES		
Fixture/task	Responsible Party	Frequency/notes
Asphalt and hard surfaces	City	Maintain/repair/replace as needed.
Trees	City	Maintain/repair/replace as needed.
Exterior trash cans, 7:00 AM to 3:00 PM (transfer full trash bags to roll-off, replace trash bags)	City	Complete daily. If request is made two weeks in advance and depending on availability, City Staff may provide service after 3:00 PM at overtime rate billed to MYB/S per City fee schedule.

Exterior trash cans, 3:00 PM to dark and tournaments (transfer full trash bags to roll-off, replace trash bags)	MYB/S	Complete daily.			
Bleachers and concession stand area – litter removal	MYB/S	Complete daily.			
Chain link fencing	City and MYB/S	City will maintain/repair/replace as needed for any reason, including due to soft toss. City will invoice MYB/S and MYB/S will reimburse City in full within 30 days.			
Foul poles	City	Maintain/repair/replace as needed.			
Bollards	City	Maintain/repair/replace as needed.			
Lighting	City	Maintain/repair/replace as needed.			
Park Signage (including posting MYB/S priority use times; no smoking)	City	Maintain/repair/replace as needed.			
Sponsorship Banners	MYB/S	Maintain/repair/replace as needed.			
Parking lots	City	Maintain/repair/replace as needed.			
Bleachers	City	Maintain/repair/replace as needed.			
Park Benches	City	Maintain/repair/replace as needed.			
Bullpen/Mound	City	Maintain annually.			
EQUIPMENT					
Item	Owner	RP to purchase	RP to maintain	RP to replace	Comments
Drags, chalker, painter, UTV	MYB/S	MYB/S	MYB/S	MYB/S	
All equipment stored in dug out and dug out sheds	MYB/S	MYB/S	MYB/S	MYB/S	MYB/S responsible for securing all equipment stored at Park.
Back stop nets	City	City	City	City	Replace or repair as needed.
Bases	MYB/S	City up to 24, then MYB/S	MYB/S	MYB/S	City to purchase 24 bases annually, at City expense, and provide for MYB/S and public use. MYB/S will purchase, at MYB/S expense, any additional bases needed. All bases must be

						available for public use when field is open to the public.
"L" Screens	MYB/S	MYB/S	MYB/S	MYB/S	MYB/S	
Scoreboards, scoreboard controller, all components and accessories	MYB/S	MYB/S	MYB/S	MYB/S	MYB/S	
Batting cages	City	City; at MYB/S cost if upgrade	MYB/S	MYB/S	City; at MYB/S cost if upgrade	City will replace netting with like netting as needed at City cost; MYB/S shall provide all ongoing maintenance. MYB/S may request City upgrade batting cages, netting, or area adjacent to batting cages with MYB/S reimbursement.
Field streaming devices	MYB/S	MYB/S	MYB/S	MYB/S	MYB/S	
Security cameras	City	City	City	City	City	
Flag Pole	City	City	City	City	City	
Wind Screens	City	MYB/S	MYB/S	MYB/S	MYB/S	MYB/S to notify City prior to replacement. Upon installation, City owns.
Appliances in concession building	MYB/S	MYB/S	MYB/S	MYB/S	MYB/S	
Water pumps for standing water	MYB/S	MYB/S	MYB/S	MYB/S	MYB/S	

EXHIBIT C
MAP OF RESERVED AREA ("FIELDS")

