

RESOLUTION 15-31

A RESOLUTION TO ESTABLISH AN AGREEMENT FOR THE SPRING HILL YOUTH FOOTBALL ASSOCIATION (DBA SPRING HILL HAWKS) TO USE THE PORT ROYAL PARK FACILITY RECOMMENDED BY THE PARKS AND RECREATION COMMISSION ON APRIL 24, 2015.

WHEREAS, the City of Spring Hill owns and maintains the property known as Port Royal Park located at 4285 Port Royal Road; and

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

I. PREMISE

The Premise is certain real property commonly known as Port Royal Park located at 4285 Port Royal Road, Spring Hill, Tennessee (the "Premise"). The Premise is a publicly 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 Youth Football Association, dba Spring Hill Hawks ("User"), the use of the athletic fields at the Premise for the sole purpose of conducting a Youth Football and Cheerleading program. 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 Agreement is for a period of five (5) years commencing on June 1, 2015, and ending on November 30, 2020, unless terminated earlier by the terms provided. The User will have access to the Premise from June 1st until November 30th of each year of the Agreement based on its submitted schedule of games and practice times that must be submitted to the Parks and Recreation Department. The Parks and Recreation Department reserves 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 shall maintain the playing fields for the regularly scheduled games. Maintenance shall include, but not be limited to:
1. Mowing of playing surface
 2. Fertilizing, spraying and weed control
 3. Fence and bleacher repair
 4. Maintenance of irrigation system
- B. The City shall 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 shall maintain the parking areas.
- D. The City at any time reserves the right to cancel any scheduled game 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 facility maintenance.

V. USER OBLIGATIONS

- A. The User shall provide any additional maintenance of the fields required between consecutively scheduled games.
- B. The User shall maintain the concession stand in a clean, safe and healthy condition. The User shall not sell or promote the sale of any alcohol or tobacco products. The User shall be responsible 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 shall leave the concession stand clean and may be required to remove all or any User-owned belongings.
- C. The User shall 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 shall perform trash and litter pick up and placement into receptacles. The User shall be responsible for emptying trash receptacles filled by any league-generated events into provided dumpsters.

VI. USER REPRESENTATIONS

- A. User covenants that it shall not discriminate against any person, including, but not limited to sex, race, religion, national origin or disability and that its program and services will comply with 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 Premise. User shall name the City of Spring Hill as an additional insured.
- C. User accepts the property as suitable for the intended use and shall 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 shall also give priority of use to all Spring Hill Citizens.

VII. UTILITIES

- A. The City shall 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.

VIII. POLICIES

- A. Signage: The User shall post no PERMANENT signs on the property without approval from the City. The User shall be permitted to post league, team and sponsor banners during league season.
- B. Structures: The User shall not alter or modify any existing buildings or structures nor build or locate any new buildings or structures on the Premises without prior written approval from the City.
- C. Termination: This Agreement shall not be assigned or transferred. The City reserves the right to terminate usage of the Premises at its discretion and for any reason that the City shall, but is not required to, give User an opportunity to

timely correct the default. If the User decides to no longer utilize the Premises for its recreational venture, the City requests a 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.

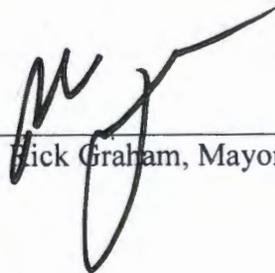
- D. Powers: The City has the power to remove any organization or individual not abiding by this Agreement or for conduct deemed inappropriate to the citizens of Spring Hill.

IX. ENTIRE POLICY

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

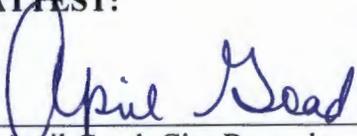
NOW, THEREFORE, BE IT RESOLVED, by the Board of Mayor and Aldermen of the City of Spring Hill, Tennessee, that the attached "Policy for the Spring Hill Youth Football Association (dba Spring Hill Hawks) to use the Port Royal Park Facility" is hereby approved.

Passed and adopted this 18th day of May, 2015.



Rick Graham, Mayor

ATTEST:



April Goad, City Recorder

LEGAL FORM APPROVED:



Patrick M. Carter, City Attorney

SUBJECT: Port Royal Park Facility Use

DATE: April 28, 2015

ATTENTION: Board of Mayor & Aldermen

DEPARTMENT HEAD: Kevin Fischer,
Parks and Recreation



STAFF MEMORANDUM

PURPOSE

The Spring Hill Hawks has requested use of the Port Royal Park football facility and the city needs to establish a policy to allow them to conduct their youth football and cheerleading program. This policy establishes the terms and conditions regarding the Premise, term of policy, maintenance and repairs, City and User obligations.

FINANCIAL IMPACT

There would be no negative financial impact to the city.

STAFF RECOMMENDATION

Park staff and the Parks and Recreation Commission have reviewed the policy and provide a favorable recommendation. This policy is similar to one established a few years ago with the Lions Club and use of Evans Park fields.