

AGENDA REPORT

TO: Mayor Pat Humphrey & the Clare City Commission
FROM: Jeremy Howard, City Manager
DATE: February 29, 2024
RE: Contractual Agreement – Stamina Stadium Field Use & Maintenance

For the Agenda of March 4, 2024.

Background. Two years ago, the City's Parks & Recreation Director, Joy Simmer, made a recommendation to establish a formal agreement with Clare Little League for the use and maintenance of the Stamina Stadium ball fields to define and clarify the responsibilities of each party. As mentioned in the attached memo, Joy Simmer, Luke Potter (Director of Public Works), Clare Little League representatives, and I recently met and collaborated to update the agreement (*att'd*) for the use and maintenance of Stamina Stadium ball fields. All parties are pleased with the agreement and wish to continue the agreement in the future.

The proposed agreement is still a two-year agreement covering the 2024-2025 seasons, however, the agreement new agreement does add two, two-year automatic renewals.

The City Commission is now asked to consider approving the proposed agreement.

Issues & Questions Specified. Should the City Commission approve an agreement for the use and maintenance of the City-owned Stamina Stadium?

Alternatives.

1. Approve the proposed agreement.
2. Approve the agreement with modifications and/or stipulations.
3. Do not approve the agreement, thereby placing the full burden of maintaining the fields on the City.
4. Set aside the decision regarding this matter to a later date.

Financial Impact. The proposed contractual agreement provides that the cost of maintaining the fields will be shared with Clare Little League.

Recommendation. I recommend that the City Commission approve the proposed contractual agreement by adoption of Resolution 2024-013 (*copy att'd*).

Attachments.

1. Memo – Joy Simmer,
2. Contractual Agreement.
3. Resolution 2024-013.

Memo

From: Joy Simmer

Date: February 21, 2024

Re: Clare Little League Agreement

SUMMARY

On February 21, 2024 the City of Clare representatives (J. Howard, J. Simmer, and L. Potter) met with the Clare Little League board representatives to discuss the upcoming ball season and the City facilities that are used by Clare Little League.

This is a formal agreement between both the City representatives and Clare Little League and we are requesting Commission approval. The term of this agreement is for two years; beginning 2024 and concluding at the end of the 2025 season. This contract that has automatic extensions that will go for 2 more renewals as long as both parties are in agreement.



Joy KS Simmer, Clare Recreation Director

City of Clare / Little League Agreement for Stamina Stadium and Shamrock Park Fields

This agreement made and entered into this 4th day of March, by and between the City of Clare and Clare Little League for Stamina Stadium Park and the Shamrock Park Field beginning April 1 through July 15, 2024.

Parties Objective: It is the intent of the parties that the complex remain a premiere youth athletic facility in the City of Clare and does not deteriorate through misuse, or lack of attention, maintenance or repair. Both parties agree that the responsibilities outlined in this agreement are intended to maintain the facility as a first-class complex that provides recreational opportunities for the community youth and also serves as an attraction and destination for regional competitions.

The City of Clare park rules will be in effect at Stamina Stadium and the Shamrock Park Field and will supersede any Clare Little League rule. Park rules can be found at www.cityofclare.gov.

Definitions:

League Program: The Clare Little League runs a spring/summer league program at Stamina Stadium Park consisting of practices and weekly games. League dates are approximately April 1 through July 15. In addition to regular league play, the Clare Little League may also host tournaments. The Clare Parks and Recreation Director must be notified of any Clare Little League tournaments that are scheduled at the park at least 7 days prior to the tournament date.

Third Party Group: Any group not a party to this agreement – other sports sanctioning organizations are required to submit a facility use form and have it approved by the Clare Parks and Recreation Director, prior to use.

The parties agree as follows:

1. **Premises:** The City of Clare agrees to allow Clare Little League use of the fields at Stamina Stadium Park and Shamrock Park from April 1 to July 15 for the purpose of their league program. In addition, the City of Clare will allow Clare Little League to use the concessions, restrooms, and storage space.
2. **Term:** The term of this agreement is for two years; beginning 2024 and concluding at the end of the 2025 season. This contract has automatic extensions that will go for 2 more renewals as long as both parties are in agreement.

Exclusivity and Park Usage: Clare Little League doesn't have exclusive use of the fields for the entire year, only between April 1 and July 15 - and use of the facilities must be approved through the Clare Parks and Recreation Director, by submitting a facility use form and submitting field schedules. During non-league season, Clare Little league shall have first consideration of usage however, the City of Clare reserves the right to schedule activities on the fields during the non-league season.

3. Fee Assessments: At this time, no fees will be charged for the use of this facility.
4. Non-League Play: The City of Clare reserves the right to charge a fee to any organization/individual(s) using the field(s). Fees for any non-league play (tournaments, community rental, clinics, etc.) involving teams/players not participating in Clare Little league, Clare Little league will work with the Clare Parks and Recreation Director to approve scheduled play and ensure field availability.
5. Facility Responsibilities: Below is a list of responsibilities that together, the Clare Little League and the City of Clare shall be responsible for maintaining in accordance with the standards deemed appropriate by City staff.
 - a. Clare Little League responsibilities:
 - i. Pre-season field clean-up
 - ii. Purchase own chalking supplies
 - iii. Be responsible for hiring and funding the fertilization of the fields
 - iv. Cleaning up park after use
 - v. Repairs after field destruction from use
 - vi. Making sure all appliances are cleaned and turned off (at the breaker) at the end of the season.
 - b. City of Clare responsibilities:
 - i. Maintaining, cleaning, and/or repairing including the following:
 1. Field painting and chalking (any chalk touch-ups would need to be done by the league)
 2. Common areas
 3. Landscaping
 4. Parking areas
 5. All permanent fencing
 6. Trash collection
 7. Winterizing all water systems
 8. Mow grass areas
 9. String trim grass areas that are not mowed
 10. Order and replenish sanitation supplies
 11. Landscaping
 12. Sewer, potable and irrigation water distribution systems

13. Winterizing all water systems
 14. Restroom facilities
 - ii. In performing these responsibilities, the City will:
 1. Order and replenish sanitation supplies for public restroom
 - c. Conduct annual inspections of facilities and equipment
 - d. Maintain Park facilities
 - e. Restrict any member or any other person from adding material to the playing fields, performing any maintenance on the fields or altering the fields in any way
6. Concessions: All concessions, concessions equipment, labor, the receipt of revenues and the payment of expenses are the responsibility of Clare Little League, unless permission is granted by the City of Clare to another group/organization. Little League shall be responsible for all licenses required for concession operation, and for maintaining all health standards required by law to operate concessions.
 7. Traffic Control: Traffic Control will be the joint responsibility of the City of Clare and Clare Little League. The City of Clare and Clare Little League reserve the right to prohibit RV's and other large vehicles taking more than one spot during times of heavy parking lot usage.
 8. Advertising: Any non-permanent signage from team sponsors is required to be taken down at the end of the season.
 9. Security: The City of Clare shall provide to Clare Little League keys to concessions/storage areas. Clare Little League shall be responsible for these keys and may not duplicate without the approval of the Clare Parks and Recreation Director.
 10. Insurance: Clare Little League shall keep its personal property insured against damage and destruction by vandalism and/or theft. A certificate of insurance for \$1,000,000 must be provided to the City of Clare listing the City, its employees, board members, and volunteers as additional insured. This certificate of insurance must be provided to the City of Clare at least 30 days before any league activity takes place on the City of Clare property.
 11. Facility Improvements: Clare Little League must receive written permission from the Director of the Parks and Recreation Department with approval from the Clare Parks and Recreation Advisory Board prior to making any park improvements or engaging in any construction activity upon the premises (this includes and permanent signage). All improvements shall become exclusive property of the City upon completion, and shall not be subject to any lien, mortgage, or financial encumbrance.

Clare Little League accepts the premises in the condition in which they shall be on the date this agreement is executed. The City reserves the right to make improvements and engage in construction within the Stamina Stadium Park and Shamrock Park. However, the City shall notify Clare Little League of its intent to make improvements or engage in construction prior to the commencement of any such activity, with as much notice as possible.

12. Yearly Report: Clare Little League shall notify the City of Clare when registration for the season starts and provide a yearly report with how many kids were registered in the program and how many teams held games at the City of Clare Parks and Recreation facilities. These reports may be used for obtaining funds for special park projects and updates.

13. Conduct: The City of Clare reserves the right to remove any individual or team from the premises for inappropriate conduct. "Inappropriate conduct" shall be the judgement call of the City of Clare. The City of Clare shall have the authority to restrict individuals or teams from access to Stamina Stadium and Shamrock Park and/or set terms that must be met for their return to Stamina Stadium or Shamrock Park.

14. Termination: Upon default by Clare Little League of the terms of this Agreement, this Agreement may, at the option of the City of Clare and without prejudice to any other rights or remedies afforded the City of Clare by law be cancelled and forfeited; provided, however, before any such cancellation or forfeiture, the City of Clare shall give Clare Little League notice specifying the default(s), and stating that this Agreement will be cancelled and forfeited 180 days after notice, unless such default(s) are remedied within such period.

In Witness whereof, the parties have executed this Lease Agreement on the day and year first above written:

City of Clare, MI

By: _____ Date: _____

Clare Parks and Recreation Director

By: _____ Date: _____

Clare DPW Director

Clare Little League

By: _____ Date: _____

Title of person signing: _____

By: _____ Date: _____

Clare City Commission

RESOLUTION 2024-013

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING A CONTRACTUAL AGREEMENT BETWEEN THE CITY OF CLARE AND CLARE LITTLE LEAGUE FOR FIELD USE AND MAINTENANCE OF CITY-OWNED STAMINA STADIUM.

WHEREAS, the City of Clare owns Stamina Stadium fields; and

WHEREAS, Clare Little League desires to utilize said fields during the Little League season; and

WHEREAS, the City of Clare desires to establish a formal agreement with Clare Little League for the use and maintenance of said fields; and

WHEREAS, representatives of the City of Clare and Clare Little League have collaborated to develop a contractual agreement for the use and maintenance of Stamina Stadium for the 2024-2025 baseball seasons, and have added 2, two-year automatic renewals to said agreement.

NOW THEREFORE BE IT RESOLVED THAT, the Clare City Commission hereby approves the proposed contractual agreement between Clare Little League and the City of Clare for the use and maintenance of Stamina Stadium for 2024-2025 baseball seasons along with 2, two-year automatic renewals, the terms and conditions of said agreement as outlined therein.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INSOFAR AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 4th day of March, 2024.

Diane M. Lyon, City Clerk