

**CITY OF GAUTIER
MEMORANDUM**

To: Samantha Abell, City Manager
From: Chandra Nicholson, Economic Development and Planning Director
Date: April 29, 2014
Subject: Babe Ruth League/Cal Ripken Baseball Division Facility Use Agreement-
2014 Baseball/Softball Season

REQUEST:

The Cultural Services Division of the Economic Development and Planning Department requests City Council authorization to enter into the attached Facility Use Agreement with the Babe Ruth League/Cal Ripken Division for Buddy Davis Park and Bacot Park for the 2014 baseball/softball season.

BACKGROUND:

City Council previously approved the Babe Ruth League/Cal Ripken Division as the authorized league for the 2014 baseball/softball season.

DISCUSSION:

A Facility Use Agreement for the use of Buddy Davis Park and Bacot Park for the Babe Ruth League practices and games is attached for City Council approval.

RECOMMENDATION:

The Economic Development and Planning Department recommends that City Council authorize the attached Facility Use Agreement with the Babe Ruth League/Cal Ripken Division for the 2014 baseball/softball season.

City Council may:

1. Authorize entering into the attached Facility Use Agreement with the Babe Ruth League/Cal Ripken Division as recommended; or
2. Authorize entering into the attached Facility Use Agreement with the Babe Ruth League/Cal Ripken Division with changes; or
3. Disapprove entering into the attached Facility Use Agreement with the Babe Ruth League/Cal Ripken Division.

ATTACHMENT(S):

Facility Use Agreement



City of Gautier's Cultural Services Division (CSD) Facility Use Agreement Athletic Facility

Updated: 4/29/14

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This agreement sets forth the terms and limits associated with the use of City of Gautier Cultural Services Division (CSD) athletic facilities. The terms of this agreement are not subject to alteration and must be signed annually by both the league/association president and the City Manager, or designee, before any use will be assigned.

Facility Requested: Buddy Davis Facility, 2000 Lark Drive
Bacot Park, 2300 Ladnier Rd.

Date(s) Requested: March 1, 2014 thru June 30, 2014

League/Association Making Request: Cal Ripken/Babe Ruth

The CSD supports the **F.U.N. Principles** in all of our Youth Programs:

- F – Fun-** Making sure every participant has fun while learning to play the game the right way.
- U - Understanding** – Every participant will learn the proper rules of the game, and the concepts of teamwork, self-esteem, and good sportsmanship.
- N – Never Quit-** Participants learn to work hard and never give up no matter what the score. When they do that, win or lose everyone is a winner.

A violation of the F.U.N. Principles will be deemed grounds for termination of this Facilities Agreement.

League Responsibilities/Guidelines

1. The league will furnish the CSD with a copy of all rosters (to include name, address, phone #) of all participants prior to the start of the season.
2. All youth coaches and volunteers must complete an approved coach's application on an annual basis and a criminal background check must be completed prior to the coach being assigned a team each season. The league will furnish the CSD copies of applications, contact information, and background checks.

3. The league will furnish CSD with a list of contacts for league officials before the start of the season.
4. The league will furnish CSD with a copy of their constitution/by-laws, playing rules for all ages, budget, financial statements, and disciplinary policies. If at any time rules, policies, or by-laws are changed, a copy must be provided to the CSD.
5. The league shall notify CSD of all registration dates, times, etc. at least two weeks prior to the start of registration. All schedules (games, tournaments, etc.) shall be provided to CSD as soon as they are available. Any changes made to the schedule must be provided in writing to CSD.
6. The league shall be responsible for all daily clean-up of concession areas, storage facilities, dug out areas, restrooms, and the removal of all litter into provided trash receptacles. Restrooms must be maintained in clean operating condition before, during, and after games.
7. The league must also maintain their own cleaning supplies with the exception of paper towels and toilet paper for the restrooms.
8. The league will provide at least two work days per season of play where painting, pressure washing, fence repair, goal anchoring, net install/repair, and other maintenance work is performed by league volunteers. The league will notify the CSD of the work days and the materials needed to perform the work in a timely manner so the City can provide the materials.
9. The league shall report any maintenance problems to CSD the morning after the problem was noted by the league. CSD will then place a work order for the problem to be corrected as soon as possible.
10. All changes or improvements made to the facilities must be requested in writing and approved by the City Manager, prior to any action being taken by the league.
11. The league will handle all disciplinary problems in the manner prescribed by their by-laws. Any disciplinary problems involving fighting or physical altercations, or anytime the police are called, the league must notify the CSD in writing within 24 hours of the incident.
12. The league shall maintain accident insurance for participants. The league will report all accidents or injuries requiring medical assistance to the CSD in writing within 24 hours of the incident.
13. All signs to be placed on fences or buildings must be approved by the CSD.
14. In the event of inclement weather the league will make the determination of unsafe or unplayable conditions and immediately notify the CSD.
15. The league officials meetings will be considered public and it is recommended that a one week notification be made of all public meetings. Notify the CSD as soon as a meeting is called.
16. The league is responsible for the collection of all litter created by concession sales. This includes, but is not limited to, peanut hulls and paper from straws. All boxes will be placed in a dumpster located at the site.
17. The league is responsible for collecting any applicable state taxes as set forth by the MS State Tax Commission to include sales and admissions. The payment of these taxes will be the responsibility of the league and paid directly to the Tax Commission.
18. The league is responsible for insuring that all lights are turned off. This includes field lights, restrooms, press/score box, and concession lights

19. The league is responsible for supplying locks for concession, restrooms, press/score box, and any other building to be used by the league. Four (4) copies of each key shall be supplied to the CSD immediately upon placement of locks. The CSD shall be allowed access to all building at all times.
20. The league is responsible for locking/securing all buildings when not in use. The league will be responsible for any damages incurred due to vandalism caused by the league not properly securing the premises.
21. The league will be responsible for all umpire fees. CSD will not pay for umpire fees.
22. The league shall notify the CSD of all league board meetings and allow a CSD representative to be present at meetings.
23. In accordance with the City of Gautier's incentive agreements, only Coca Cola products may be sold at the Athletic Facilities.
24. The league shall follow all Fire Code and Health Department requirements with the use of the concession area and food preparation/handling.

CSD Responsibilities

1. CSD will provide safe playing fields and facilities for the league practices and games.
2. CSD will provide the league with materials for the two scheduled work days such as paint, fence materials, goal anchors, nets, etc. The Cultural Services & Parks Director shall approve/disapprove the list of improvements based on budgetary constraints.
3. CSD will ensure that the grass is cut on a planned rotation, lay-out and line fields for scheduled games. CSD will construct pitching mounds, repair dugouts and handle all general maintenance such as plumbing and electrical repairs to facilities.
4. CSD will provide NYSCA certification training to coaches upon request from the league. It is recommended that all coaches be NYSCA certified. CSD will offer NYSCA clinics for league coaches and volunteers, based on availability. Clinics will be scheduled in advance at a convenient time for the league and the CSD.
5. CSD will allow the league to use the facilities for meetings and registration at no cost. Facilities will be scheduled based on availability.
6. CSD will empty trash barrels at all facilities for the league at regularly scheduled games. Special events, tournaments and other functions requiring extra trash removal must be approved by the CSD.
7. CSD will pay all utilities for all fields and facilities. CSD will furnish and maintain all lighting at fields and make repairs as necessary.
8. CSD will furnish bases, home plates, pitching rubbers, goals, nets, and other field related equipment.
9. CSD will assist the league, if needed and as approved, with scheduling, clerical assistance, team organization, etc. The CSD may make recommendations for scheduling in the best interest of players. It is expected that if the league has too few teams registered, then the league will seek games with adjacent leagues in order to afford players more experience and competition.

10. CSD may charge the league a fee for repair of damages to any facility, caused by negligence of the league or board members. The league may also be charged for items lost (such as CSD equipment or concession items).
11. CSD is here to assist your league in any way to make your season a success. Please keep us informed of league needs.

I agree to all of the terms and conditions set forth in the above agreement. I understand that if the league does not abide by the agreement then use may be terminated with a seven-day notice from the CSD.

League President/Chairperson	Date
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Mailing Address of League

Samantha D. Abell City of Gautier City Manager	Date
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