

**CITY OF LEBANON
ATHLETIC FACILITIES UTILIZATION AGREEMENT FOR
LEBANON YOUTH BASEBALL AND LEBANON FASTPITCH SOFTBALL**

This Agreement for the use of athletic facilities is designed to ensure that athletic facilities owned and/or operated by the City of Lebanon are utilized efficiently and safely. The City of Lebanon will work with volunteer athletic organizations to promote a high quality youth sports program for the Lebanon community.

The parties to the Agreement are the City of Lebanon, Ohio herein called "CITY" and Lebanon Youth Baseball and Lebanon Fastpitch Softball herein called "LYB" and "LFP". For purposes of this agreement, the term "season" shall refer to the periods of time described in Exhibit "D".

I. ALLOCATION OF FACILITIES

- A. All organizations other than LYB and LFP shall submit a written request annually to the City of Lebanon for the use of game fields on or before January 1 of the contract year. In the event two or more organizations request the use of the same field, the City reserves the right to review and adjust scheduling to ensure that all facilities are being fully utilized. LYB and LFP will be given first right of refusal for scheduling of all fields described in Exhibit "D" with the following exceptions:
Runyan Field: Friday evening Church Softball League games scheduled mid-April thru mid-August
Roberts Field: Friday evening Church Softball League games scheduled mid-April thru mid-August and Countryside YMCA Softball League games scheduled up to 3 weeknights per week running mid-May thru mid-October. Special Olympics Softball Monday nights.
- B. The City agrees to permit the use of "City" athletic facilities for the scheduling of the LYB and LFP league games and/or practices, as described in Exhibit "D". LYB and LFP agrees to work with the City to coordinate City sponsored events should the City need use of the facilities for City events. Use of Fields for non-LYB or LFP affiliated activities is permitted during the times when LYB or LFP are not utilizing a field in support of their programs, and shall be scheduled by the City in coordination with LYB and LFP.
- C. The City agrees to permit the use of "City" athletic facilities for the scheduling of LYB and LFP pre/post season activities subject to the approval of the City.
- D. All skill clinics and tryouts must be approved through the City when scheduled outside of the season as described in Exhibit "D".
- E. The term of this Agreement shall be from January 1, 2023 through Nov. 1, 2027.

- F. The terms of this Agreement will automatically be renewed on an annual basis unless one or both parties request in writing that this contract be re-negotiated at least 30 days prior to its expiration. The City will review requests each year and respond in writing within thirty (30) days to the requesting organization concerning the availability of facilities.
- G. LYB and LFP shall not assign this Agreement, nor shall it sublease or rent out any City-owned property, or charge fees for any game or practice facility without written consent of the City. This provision includes baseball/softball camps and tournaments, not associated with the LYB or LFP. Should LYB or LFP charge a fee for any non-association use of the fields, the per field usage fee established by the City shall be paid to the City. Any fees collected by LYB or LFP above the City established per field or per game fee can be retained by the association. Likewise, the City will coordinate in writing with the LYB and LFP before allowing use of the facilities to other organizations, including City sponsored events.
- H. LYB and LFP shall not engage in any business on the premises or violate any existing state or federal law or municipal ordinance, or use the premises in such a manner as to constitute any hindrance for other park patrons engaged in lawful activities.

II. ASSOCIATION RESPONSIBILITIES

- A. LYB and LFP shall maintain, during the effective dates of this Agreement, a general liability insurance policy, naming the City of Lebanon as additional insured, in an amount of at least one million dollars (\$1,000,000.000 per occurrence and a \$1,000,000.00 aggregate on the licensed use herein. A \$500.00 deposit will be required to be on file with the City at the Service Department throughout the season and returned at the conclusion of the contract provided no fined or damage to City property outlined in this Agreement are incurred. The Deposit applies specifically to the concession stand, storage buildings, and any other structures that are not generally opened to the public and that LYB and LFP have been granted access to by the provision of this agreement.
- B. LYB and LFP shall maintain its status as non-profit association, as set forth by applicable federal, state, and/or local laws, rules and/or regulations
- C. The Association shall have an elected Board of Directors, to include a President, Vice-President, Secretary, and Treasurer. The names of these officers, including addresses and telephone numbers, shall be filed with the City within 30 days following election or a change in office. LYB and LFP shall provide contact information to the City for those involved with field maintenance operations.
- D. LYB's and LFP's Constitution and by-laws shall be filed with the City.
- E. Upon request, LYB and LFP shall furnish documentation of their non-profit status.

- F. LYB and LFP shall furnish a complete copy of the league game schedules to the City at least one (1) week before the start of playing games. The schedule must be legible and clearly delineate between the games that will be conducted on City owned or operated facilities. It is acceptable for this schedule to be published as a dynamic schedule on the LYB and LFP website. Permissions to the website will be provided to the city to facilitate on-demand access to the entire schedule for all programs and facilities covered under this agreement.
- G. All official communication between the City and LYB and LFP will be coordinated by the designated City Staff member and the President.
- H. All the games and practices will conclude by agreed time of day in exhibit D unless delayed by weather or similar reasons beyond the control of the LYB or LFP field supervisor. Any planned exceptions will need approval of the City.
- I. LYB and LFP upon request shall provide the City with a written report, which includes the total number of participants in the 45036 zip code by one week after the start of the season to the City. LYB and LFP will not be required to update this list to reflect late additions or removals from teams as the season progresses.
- J. LYB and LFP shall not make any improvements or changes to park property without the approval of the City. Any unauthorized improvements may become the property of the City.
- K. LYB and LFP shall not drive any vehicles not related to field maintenance or the safety of one of the participants on the grass at any time. If said vehicle is needed, no vehicle will be driven over 10 MPH. There are no exceptions.
- L. LYB and LFP shall be responsible for the parking lot and driveway guidelines at Colonial Park during the time period described in Exhibit "D".
- M. LYB and LFP must comply with the provisions of this section before they conduct any games.
- N. LYB and LFP are responsible for the conduct of its players, parents, and coaches throughout the specified time set forth in this Agreement.
- O. LYB and LFP shall have the authority to promulgate rules for the operation of the facilities.
- P. It is the responsibility of LYB and LFP representatives and coaches to clear the fields when thunder or the threat of lightning is present. Should lightning be detected, use of the fields cannot resume until at least 30 minutes after said detection. Each lightning detection represents a separate occurrence and is subject to the 30 minute requirement.

III. PARKS AND RECREATION DEPARTMENT RESPONSIBILITIES

- A. The City of Lebanon will provide and maintain all game facilities, as identified in Exhibits "A" and "B" for the duration of the entire season as described in Exhibit "D".
- B. The City will prepare the fields to minimize the impact of rescheduling games missed due to weather related cancellations. The LYB and LFP fields will be the Cities first priority on city maintained fields to allow maximum time and attention to minimize rescheduling.
- C. The City will provide portable toilets for all fields where permanent restroom facilities are not available. The City will be responsible for maintaining said portable facilities at regular intervals.
- D. The City will provide for cleaning and stocking of permanent restroom facilities on a regular basis (minimum of three times per week during period when games are scheduled) and will leave supplies to maintain the restroom facilities in the storage area of the building.
- E. The City will be responsible for emptying the trash receptacles on twice a week and provide additional trash receptacles liners for use by LYB and LFP on weekends or other days of unusually high volume at the fields
- F. The City shall not drive any vehicles not related to field maintenance or safety of the parks or its participants on the grass at any time. If said vehicle is needed, no vehicle will be driven over 10 MPH. There are no exceptions.

IV. EXCLUSIVE FIELD USAGE FEES

- A. LYB and LFP shall pay the City of Lebanon an annual field usage fee as defined in the below schedule, which was established based upon the Consumer Price Index (CPI) in effect at the time this agreement was approved:

	<u>LYB</u>	<u>Fastpitch</u>	<u>Total</u>
2023:	\$13,050	\$4,350	\$17,400
2024:	\$15,660	\$5,220	\$20,880
2025:	\$18,750	\$6,250	\$25,000
2026:	\$21,000	\$7,000	\$28,000
2027:	\$24,000	\$8,000	\$32,000

- B. Payment is due November 1st of each year.
- C. Should the City be unable to maintain the fields as outlined in this agreement, adjustments to the field usage fees may be made with the consent of both the City, LYB, and LFP. This includes excess standing water retention on the fields due to improper leveling of infield areas, "lips" between the turf and infields and improper use of nail drags during the season.

D. City will provide LYB and LFP an annual summary of the City's cost directly associated with maintenance of the facilities covered by this agreement.

EXHIBIT "A"
CITY-OWNED FIELD MAINTENANCE AGREEMENT

- A. The City shall maintain all turf areas, which includes leveling, mowing, weed control, fertilization and herbicide spraying for Colonial Park. Also, the city will provide maintenance of backstops, fences and dugouts. Also, included is infield preparation until 4:00 PM weekdays or normal business hours. Infield preparation is defined as leveling as required (no less than once per season prior to March 15th for each field described in Exhibit "D"), raking, dragging, and drying of fields. Pitching mounds and batters boxes are to be maintained by LYB and LFP volunteers to prevent standing water after each day of games.
- B. LYB and LFP shall not be qualified in performing any maintenance to any turf areas other than marking of foul lines on the fields without permission of the City. LYB and LFP shall be responsible for providing all foul line striping material and equipment.
- C. LYB and LFP shall be responsible for the daily game day collection of all litter of the fields. The Association will encourage the collection of litter in the bleachers, concession areas, and adjacent grounds. All litter shall be placed in the receptacles provided by the City. A warning will be issued after the first occurrence of trash and/or litter being left outside of the trash receptacles at the Facility. After this warning, there will be a \$100.00 fine if excess litter is left and has to be cleaned up by city crews.
- D. The city will furnish adequate trash receptacles and recycle bins near each dugout, at both ends of all bleachers, near the playground area, around the concession stand, and near the picnic shelter areas.
- E. LYB and LFP will maintain and prepare fields during non-business hours and weekends. This includes purchase of foul-line marking agents, bases and other necessary materials, equipment and labor.
- F. Liability – LYB and LFP agree to indemnify, defend and hold harmless the City from any claim, suit or proceeding arising out of activities connected with or in furtherance of this Agreement. LYB and LFP further agree to assume all risk of loss, damage or injury caused by whatever kind, or whomsoever caused (other than loss, damage or injury caused by an act or omission of the City or of under the City's control) to any persons(s) or property of the parties, or anyone or about the property.
- G. The City will provide/ensure alarm notification to the City Police Department for the concession and storage building.

EXHIBIT "B"
FIELD INSPECTION AND CLOSURE AGREEMENT FOR
ATHLETIC FIELDS

The City will close the baseball/softball fields under the following conditions:

- A. The athletic fields are too wet for play.
- B. In the interest of participant safety and/or preservation of the playing surfaces.
- C. LYB and/or LFP may make determination after 4:00 PM on weeknights and weekends.

PROCEDURES FOR ATHLETIC FIELD CLOSURE

Weekdays:

- D. The primary responsibility to determine when the athletic fields are closed shall rest with the City. The City will provide the LYB and LFP Field Operations Manager with the names, and telephone numbers of the Parks Maintenance Supervisor or his designee responsible for athletic field maintenance. LYB and LFP will provide the City with their field supervisor's contact information.
- E. The appropriate LYB or LFP Field Operations Manager has the responsibility to inform the LYB and LFP participants concerning field closure decisions.
- F. The City's Park Maintenance Supervisor will inspect the athletic fields between 3:00 p.m. and 4:00 p.m. on game or practice day and will make a decision based upon field conditions or the weather. Once the City has notified LYB and/or LFP of field closures, they shall remain closed until the next day. Any decisions after 4:00 PM will be made by the LYB or LFP in the event that the City has not already closed the fields.
- G. If inclement weather becomes a factor after the games have begun the game officials and/or LYB and LFP officials shall follow their guidelines for deciding cancellation or postponement.

Weekends and Holidays:

- H. If a City decision is not possible at 4:00 PM on Friday, the LYB and LFP Field Operation Manger will monitor the weather and field conditions throughout the weekend and make decisions on field closure(s), as needed.

EXHIBIT "C"
CONCESSION STAND AGREEMENT

- A. LYB and LFP shall have exclusive use of the concession stand at the fields for the duration that LYB and LFP has use of the fields.
- B. LYB and LFP shall at all times during the duration of this Agreement maintain the inside of the concession stand and shall be responsible for all fixtures, appliances, and all equipment necessary for storage, preparation and serving of food and drinks in a clean, safe, sanitary manner commensurate with similar City facilities in compliance with City, County and State statutes and ordinances and acceptable to applicable agencies. The City shall be responsible for all maintenance and repairs to the permanent physical structure of the building, such as electrical wiring, plumbing and other structural components, including the cleaning and stocking of the restrooms.
- C. LYB and LFP shall be subject to pass an annual inspection by the Warren County Health Department and is responsible for any Health Department Certificates and fees.
- D. LYB and LFP shall be required to police the area of all trash, garbage, paper, boxes, cartons, cans, containers, litter, etc. generated by the concession stand. The City will furnish adequate trash receptacles.
- E. The City shall furnish the LYB and LFP with two (2) sets of keys marked Colonial East concession stand and storage room for the term of this agreement. The LYB will provide to the city the names of the individuals who have these keys. LYB will return two (2) sets of keys at the conclusion of the season as described in Exhibit "D".
- F. The City shall be responsible for off-season winterizing and maintenance of the concession stand and restrooms following the end of the current season.
- G. The City shall be responsible for underground utility lines and pipes leading to the concession stand.
- H. LYB and LFP shall be responsible for locking the building and setting the security alarm in the concession / storage area upon leaving the building unattended for any length of time. Likewise, the City is responsible for locking the building and setting the security alarm when leaving the building after providing maintenance services.
- I. LYB and LFP must maintain a three-foot clearing from the electrical panel box in the storage area.

- J. In order to minimize the opportunity for theft of motorized vehicles, keys to said vehicles will be kept in a separate room of the concession building in a mutually acceptable location.
- K. LYB and LFP must get written permission to modify the interior of the concession stand by either adding or removing permanent fixtures. Any permanent fixture that is added becomes property of the City.

EXHIBIT "D"
The City of Lebanon Colonial Park East/ West/ North

Field / Park Location	Effective Dates	Day of Week	Effective Times
Colonial Park East	3/1 – 11/1	Sunday Saturday Mon. – Fri.	7:00 a.m. – 11:00 p.m. 7:00 a.m. – 12:00 a.m. 3:00 p.m. – 12:00 a.m.
Colonial Park West	3/1 – 11/1	Sunday Saturday Mon. – Fri.	7:00 a.m. – Dusk 7:00 a.m. – Dusk 3:00 p.m. – Dusk
Colonial Park North	3/1 – 11/1	Sunday Saturday Mon. – Fri.	7:00 a.m. – Dusk 7:00 a.m. – Dusk 3:00 p.m. – Dusk
Runyan Field	3/1 – 11/1	Sunday Saturday Mon. – Fri.	7:00 a.m. – 11:00 p.m. 7:00 a.m. – 12:00 a.m. 3:00 p.m. – 12:00 a.m.
Roberts Field	3/1 – 11/1	Sunday Saturday Mon. – Fri.	7:00 a.m. – 11:00 p.m. 7:00 a.m. – 12:00 a.m. 3:00 p.m. – 12:00 a.m.
Varsity School Fields	*6/1 – 11/1	Sunday Saturday Mon. – Fri.	7:00 a.m. – 11:00 p.m. 7:00 a.m. – Dusk 3:00 p.m. – Dusk
High School Small Field	*6/1 – 11/1	Sunday Saturday Mon. – Fri.	7:00 a.m. – 11:00 p.m. 7:00 a.m. – Dusk 3:00 p.m. – Dusk

*Use of the fields for these facilities by LYB and LFP are restricted to the approval of the Lebanon High School Athletic program schedules and tournament needs. Whenever possible, these fields must be used as a last resort or overflow scheduling.

The following exceptions apply to the usage schedule outlined above:

Runyan Field: Friday evening Church Softball League games scheduled mid-April thru mid-August

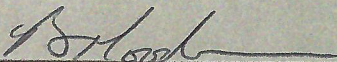
Roberts Field: Friday evening Church Softball League games scheduled mid-April thru mid-August and Countryside YMCA Softball League games scheduled up to 3 weeknights per week running mid-May thru mid-October. Special Olympics Softball on Monday Nights.

Note: The above dates apply to each year that this contract is valid as provided in Section I.E of this document.

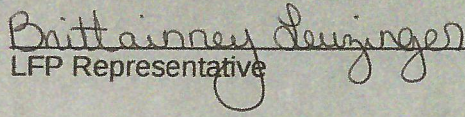
LYB Representative Date

LFP Representative Date

City of Lebanon Date
Scott Brunka – City Manager


LYB Representative

7/24/22
Date


LFP Representative

7.5.22
Date

City of Lebanon
Scott Brunka – City Manager

Date