



City of Grand Island

Tuesday, February 13, 2007

Council Session

Item G11

#2007-35 - Approving American Legion Baseball Program License Agreement

Staff Contact: Steve Paustian

Council Agenda Memo

From: Steve Paustian, Park and Recreation Director

Meeting: February 13, 2007

Subject: Approving American Legion Baseball Program License Agreement

Item #'s: G-11

Presenter(s): Steve Paustian, Park and Recreation Director

Background

The American Legion Post No. 53 has sponsored the American Legion Baseball program for over 50 years. The program currently consists of four teams, all playing games at Ryder Park.

Discussion

A license agreement is needed to allow the American Legion Post No. 53 the ability to continue their program at Ryder Park. The agreement allows for a ten year term and spells out the responsibilities of both the City and the American Legion.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends the authorization of the agreement.

Sample Motion

Motion to authorize the license agreement with American Legion Post No. 53.

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made and entered into this _____ day of _____, 2007 by and between the CITY OF GRAND ISLAND, NEBRASKA, a municipal corporation ("Licensor") and GRAND ISLAND POST NO. 53, THE AMERICAN LEGION, of Grand Island, Hall County, Nebraska, a nonprofit corporation ("Licensee") to establish the terms and conditions under which Licensor shall grant to Licensee a license to occupy and use the following described premises:

The municipal baseball park, known as Ryder Park, located on the Southwest Quarter of the Southwest Quarter (SW1/4 SW1/4), Section Seventeen (17), Township Eleven (11) North, Range Nine (9) West of the 6th P.M., Hall County, Nebraska ("ball park");

In consideration of the mutual covenants herein, the Licensor hereby grants unto the Licensee a license to use the above-described premises, subject to the following terms and conditions:

1. The Director of the Parks Department of the Licensor, or his or her appointee, shall be the authorized designee of the Licensor for purposes of administering this Agreement.
2. The Licensee's use and occupation of the ball park shall be limited to conducting American Legion Senior and Junior baseball games, tryouts, practices and clinics thereon, and for incidental purposes related thereto. The Licensee shall be given exclusive use of the ball park during its baseball season, but the Licensor shall retain control and authority over the use of the ball park outside of the American Legion baseball season.
3. The Licensee may charge admission to ball games conducted by it and may retain such admission fees for its use.
4. The Licensee shall have all concession rights and the use of the concession stand for any games conducted by the Licensee in consideration of Licensee making improvements to the ball park from time to time at its expense; PROVIDED any permanent or structural improvements shall be authorized and approved by Licensor.
5. Licensee shall provide a comprehensive general liability policy in the name of both the Licensee and Licensor, with limits of not less than \$300,000.00 per occurrence.
6. The Licensor shall prepare the ball field located in the ball park for play, including dragging and lining, two hours before game times during Licensee's baseball season.
7. On game days during its baseball season, the Licensee is responsible for the opening and closing of gates, the turning on and off of lights and all other general maintenance associated with a baseball game.

8. The Licensee is prohibited from the following acts without Licensor's approval:
 - a. Operating motorized or self-propelled vehicles or equipment on the ball field;
 - b. Adding soils or foreign materials to the ball field;
 - c. Using anything other than hand tools for the raking or leveling of the ball field; and
 - d. Using or permitting the use of the hurricane fences located on the premises for backstops during practice drills, unless said fences are protected by padding approved by the Licensor.
8. The Licensor may limit practice areas and practice times due to field conditions, repairs, or other similar circumstances.
9. The Licensee shall appoint one authorized designee of the Licensor as an *ex officio* member of its Legion Baseball Board of Directors.
10. The Licensee shall comply with all rules and regulations as are prescribed by the Licensor for the use of the ball park.
11. The term of this Agreement shall be for a period of ten (10) years from January, 1 2007, to December 31, 2016, and shall automatically renew on a year to year basis thereafter unless this Agreement is terminated by mutual agreement of the parties or as provided herein.
12. In the event either party shall default under the terms or conditions of this Agreement, the non defaulting party may provide thirty (30) days written notice of default to the defaulting party. In the event the default is not cured within said thirty (30) day period the non defaulting party may terminate this Agreement forthwith.
13. Licensee accepts this license and use of the ball park in "AS-IS, WHERE-IS" condition.
14. In the event that the ball park is damaged or destroyed by fire, storm, flood or other casualty to the extent that baseball games cannot be safely played on the ball field and in the event the parties cannot reach agreement as to repair of such damage, this Agreement may be terminated by either party.
15. Upon the termination of this Agreement for any reason provided herein, the Licensee shall quit the premises and shall remove therefrom all property installed in, on, or to the premises by the Licensee, unless such removal would injure the premises or damage the premises for use by the public as a ball park, in which case said property shall become the property of the Licensor.

16. All notices under this agreement shall be in writing and shall be served personally or by first class mail as follows:

- a. Notice to the Licensor by delivery to the City Clerk's Office, City Hall, 100 East First Street, Grand Island, Nebraska 68801.
- b. Notice to the Licensee by delivery to any corporate officer personally, or to its address at 1914 West Capital Avenue, Grand Island, Nebraska 68803.

CITY OF GRAND ISLAND, NEBRASKA,
A Municipal Corporation,

By _____
Mayor

Attest:

City Clerk

GRAND ISLAND POST NO. 53 OF THE
AMERICAN LEGION, a Non-profit
Corporation

By: _____

Title: _____

APPROVED:

GRAND ISLAND POST NO. 53 OF THE
AMERICAN LEGION BASEBALL PROGRAM

By: _____
President

RESOLUTION 2007-35

WHEREAS, the American Legion Post No.53 sponsors the American Legion Baseball program; and

WHEREAS, baseball games played by the American Legion Baseball program are played at Ryder Park, located on the Southwest Quarter of the Southwest Quarter (SW¼ SW¼), Section Seventeen (17), Township Eleven (11) North, Range Nine (9), West of the 6th P.M., Hall County, Nebraska; and

WHEREAS, a proposed License Agreement between the City of Grand Island and Grand Island Post No. 53, The American Legion, authorizing the use of Ryder Park for such purposes has been reviewed by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the License Agreement by and between the City and Grand Island Post No. 53, The American Legion authorizing the use of Ryder Park is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska, February 13, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
February 9, 2007	☐ City Attorney